# EXHIBIT B

· · · STRUCTURE NO.: Tower K-138

#### SITE LICENSE

This Site License is made as of the 30th day Avgust, 2001 by and between Owner and Licensee, as those terms are defined in the Standard Terms and Conditions for Antenna Licenses (hereinafter referred to as the "Standard Terms").

#### WITNESSETH:

- 1. All of the requirements and conditions of the Standard Terms are hereby incorporated into this Site License by reference and made a part hereof as if they were set forth in full herein. Any capitalized words or terms used in this Site License shall have the same meaning as such words or terms in the Standard Terms attached hereto.
  - 2. The Licensed Premises (address) is described as follows:

Approximately 250 square feet of vacant land, together with a non-exclusive easement for access thereto as shown on Exhibit 1, at transmission tower K-138, Town of New Castle, County of Westchester, New York and known on the tax map Section: 91.8, Block: 3, Lot: 1.

- 3. Site Latitude and Longitude: 41-11-17.3 73-48-01.6
- 4.
- 4. Site Owner: Consolidated Edison Company of New York, Inc.

If licensed, term of underlying License:

- 5. Special Access Requirements: 24/7
- 6. Existing Mortgages, etc.: N/A
- 7. Existing Environmental Issues: N/A
- Owner Contact for Access for Emergency:
   Weekdays 8:00 AM-4:00 PM: Ron Charlton (914) 789-6668
   All Other Times: Bronx/Westchester Emergency #9, (914) 925-6205
- 9. Licensee Contact for Emergency: Westbury Switch (516) 827-2800
- 10. If Schedule 1 is not an accurate survey of the Licensed Premises, the Licensee shall survey the Licensed Premises and said survey shall then become Schedule 2 which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Schedule 1. The cost for each survey shall be entirely borne by the Licensee. The survey shall be certified to Owner and comply with the requirements of the Standard Terms.

11. The duration of this Site License shall be as follows:

Initial Term: As set forth in the Standard Terms the initial term shall be five years commencing on the Commencement Date set forth in the Standard Terms.

Renewal Term(s): The renewal term shall be as set forth in the Standard Terms, consisting of three (3) five year renewals.

- 12. Rent for the first year of the Initial Term is to be Twenty Three Thousand, Four Hundred and Thirty Dollars (\$23,430.00) pursuant to this Site License, is to be paid in equal monthly installments on the first day of the month, in advance, to Owner or to such other person, firm or place as the Owner may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Rent shall commence on the Commencement Date, as defined in the Standard Terms and Condition. Licensee's initial installation shall consist of three (3) antennas. Licensee shall have the right to add three (3) additional antennas in the future, for a total of six (6) antennas, at which time Owner and Licensee agree to negotiate an increase in rental consistent with Owner's then Fee Schedule.
- 13. (a) Notwithstanding the Commencement Date of this Site License, the Rent due hereunder shall increase July 1st 2001 and every July 1st thereafter by the greater of (i) One Hundred Four percent (104%) of the annual rental then in effect or (ii) the increase in the Consumer Price Index as further described below. The term "Consumer Price Index" shall mean the "Consumer Price Index - New York/Northern New Jersey Averages for Urban Wage Earners and Clerical Workers (1982 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor, or any successor index thereto, appropriately adjusted. In the event that the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the CPI payment shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice-Hall, Inc., or any other nationally recognized publisher of similar statistical information. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other index as Owner and Licensee shall agree upon in writing shall be substituted for the Consumer Price Index. If Owner and Licensee are unable to agree as to such substituted index, such matter shall be submitted to arbitration in the City of New York in accordance with the rules and regulations then obtaining of the American Arbitration Association or its successor for the sole purpose of determining the appropriate index and any appropriate conversion factor if the same is not otherwise available.
- (b) The term "Base Index Year" shall mean July 1, 2000. (c) The term "Index Year" shall mean each year after the Base Index Year.
- (c) The term "Base Consumer Price Index" shall mean the Consumer Price Index for December of the Base Index Year.

- (d) The term "CPI Payment" shall mean 100% of the product of (a) the Fixed Annual Rent for an Index Year and (b) the fraction, the numerator of which is the Consumer Price Index for the month of December of such Index Year less the previous year's Consumer Price Index for the month of December and the denominator of which is the previous year's Consumer Price Index for the month of December.
- (e) In the event that CPI is used, at any time during or after each Index Year, Owner shall furnish to Licensee a written statement ("a CPI Statement") setting forth the CPI Payment for such Index Year. Licensee shall pay to Owner on the first day of each month during each Index Year an amount equal to one twelfth (1/12) of the CPI Payment for such Index Year. If Owner furnishes a CPI Statement for an Index Year subsequent to the commencement thereof, then until the first day of the month following the month in which the CPI Statement is furnished to Licensee, Licensee shall continue to pay to Owner on the first day of each month an amount equal to the monthly sum payable by Licensee to Owner with respect to the previous year.
- (f) Subject to Licensee's rights as set forth herein to dispute the mathematical correctness of any statement, bill or demand furnished by Owner with respect to any item of Additional Rent provided for in the Standard Terms and Conditions for Antenna Licenses and/or Site License, Owner's failure during the term of this License to prepare and deliver any statements or bills, required to be delivered to Licensee hereunder, or Owner's failure to make a demand under any other provisions of this License shall not in any way be deemed to be a waiver of, or cause Owner to forfeit or surrender its rights to collect any Additional Rent which may have become due during the term of this License. Licensee's liability for the Additional Rent due shall continue unabated during the remainder of the term of this License and shall survive the expiration or sooner termination of this License. If a License Year shall end after the expiration or termination of this License, the Additional Rent payable by Licensee in respect thereof shall be prorated to correspond to that portion of such Year occurring within the term of this License.
- 14. The Feasibility Fee shall be \$5,857.50 representing three (3) months rent, and the Additional Feasibility Fee shall be \$7,810.00 representing four (4) months rent.
  - 15. Notices shall be delivered at:

#### If to Owner:

Director- Real Estate Consolidated Edison Co. Of New York, Inc. 4 Irving Place - Room 206-S New York, New York 10003 and

#### With a copy to:

General Counsel, Law Department Consolidated Edison Co. Of New York, Inc. 4 Irving Place - Room 1810-S New York, New York 10003

#### If to Licensee:

Sprint Spectrum L.P. c/o Michael McGovern Director, Site Development -North East Region 1 International Blvd., Suite 800 Mahwah, NJ 07495

#### With a copy to:

Sprint Law Department 6391 Sprint Pkwy., Mailstop KSOPHT0101-Z2020 Overland Park, KS 66251-2020 Attn.: Sprint PCS Real Estate Attorney

- 16. Detail Owner's Title (attach Corporate Secretary's records).
- 17. Licensee's access to the Licensed Premises is shown on Schedule 1 attached hereto and made a part hereof. Additional access provisions supplementing the Standard Terms and Conditions are as follows (if none, so state):
- 18. The undersigned hereby warrant and represent that they have full right and authority to enter into this Site License on behalf of the Licensee(s) set forth below.
  - 19. The following additional provisions shall apply to the Licensed Premises:
    - A. Facility and safety rules are attached hereto.
    - B. Antenna safety rules are attached hereto.
- C. Is there availability of Owner's generator usage as set forth in Section 21 of the Standard Terms?

  Yes

  No X

Attachments:	Schedule 1	Sketch of Site
	Schedule 2	Survey (if necessary)
	Schedule 3	Description of Antennas/Dishes Location(s)
	Schedule 4	Description of Equipment Shelter/Room/Cabinet Location(s)
	Schedule 5	Plans and Specifications
	Schedule 6	Existing Liens, Rights of Way, Easements and Mortgages
		(if applicable)
	Schedule 7	Current Communications Uses of Site (including frequencies)
	Schedule 8	Rate Schedule (Work)
	Schedule 9	Work Plan
	Schedule 10	Rent Schedule

IN WITNESS WHEREOF, the parties hereto have set forth their hands and affixed their respective seals the day and year first above written.

CONSOLIDATED EDISON COMPANY OF NEW YORK, INC.

Robert P. Stelben
Vice President and Treasurer

Date:

SPRINT SPECTRUM L.P. a Delaware limited partnership

By:

Name: Michael McGovern
Director, Site Development – North East Region

Date:

Date:

STATE OF NEW YORK	и	}
	}	SS:
COLINTY OF NEW YORK	}	

On the 30 Hay of lugues \_, 2001, before me personally came to me known, Robert P. Stelben who, being by me duly sworn, did depose and say that he has a place of business at 4 Irving Place, New York, New York 10003, that he is the Vice President of CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., the corporation described in and which executed the foregoing Agreement; that he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by authority of the Board of Trustees of said corporation; and that he signed his name thereto by like authority.

SS:

**AUDREY LILLOO FRASER** Notary Public, State of New York No. 41-4993984 Qualified in Queens County Commission Expires March 30, 2002

COUNTY OF Bergen

On the 23 day of AUMUST \_\_\_\_, 2001, before me personally came to me known, Michael McGovern who, being by me duly swom, did depose and say that he has a place of business at 1 International Blvd., Suite 800, Mahwah, NJ 07495, that he is the Director, Site Development - North East Region of Sprint Spectrum L.P., the Delaware limited partnership described in and which executed the foregoing Agreement; that he knows the seal of said limited partnership; that the seal affixed to said Agreement is such limited partnership seal; that it was so affixed by authority of the Board of Trustees of said limited partnership; and that he signed his name thereto by like authority.

}

DANIELLE PETTI **Notary Public** State of New Jersey No. 2268604 Commission Expires Nov. 2, 2005

#### SPRINT SPECTRUM L.P.

#### LETTER OF AUTHORIZATION

Municipality:

Town of New Castle

Property Location:

Con Edison Transmission K-138, Saw Mill River Road

The undersigned, the Owner of the above-described property (the "Property") does hereby appoint SPRINT SPECTRUM L.P. ("Sprint") and its representatives, as Owner's agent for the sole purpose of completing and filing any application, form, map drawing, site plan, or other document, in obtaining any zoning approval, variance, special permit or other land use approval or building permit (collectively the "Approvals"), required to provide Sprint with lawful access to, and the ability to use the property for the purposes of installing, erecting, or otherwise placing antennas, support structures and related equipment on the Property. Sprint shall be responsible for all costs, fees and expenses incurred in securing any approvals.

Assessor's Parcel Number: Section 91.8, Block 3, Lot 1

Property Owner
CONSOLIDATED EDISON COMPANY
Of NEW YORK, INC.

Name: KONTO DILLCOK

Title:\_\_\_\_

Authorized Agent SPRINT SPECTRUM L.P.

----

Name:

Michael McGovern

Northeast Region

Title:

Director of Site Development

Signed and Sworn to before me this

3/1/2 day of/

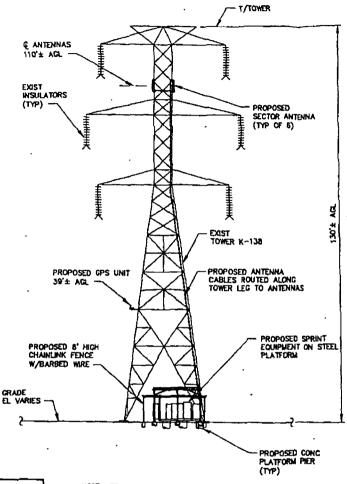
Carte 000 >C

luchel 1

Notary Public

AUDREY LILLOO FRASER Notary Public, State of New York No. 41-4993984

Qualified in Queens County Commission Expires March 30, 2002



PROPOSED BETA SECTOR ANTENNA (TYP OF 2) PROPOSED ALPHA SECTOR ANTENNA (TYP OF 2) EXIST TOWER -EXIST CONC TOWER FON (TYP) -PROPOSED GAMMA SECTOR ANTENNA (TYP OF 2)

SCALE: 1' - 10'



THE CONSTRUCTION DRAWINGS SIGN-OFF, BY THE OWNER, WILL SUPERSEDE THE LEASE EXHIBIT

ENGINEERING CONSULTANTS P.C.

TEC WO: 2080,33-398A | ISSUED BY: GL

NOTE: TELCO CABINET & METER/DISCONNECT - NOT-SHOWN FOR CLARITY.



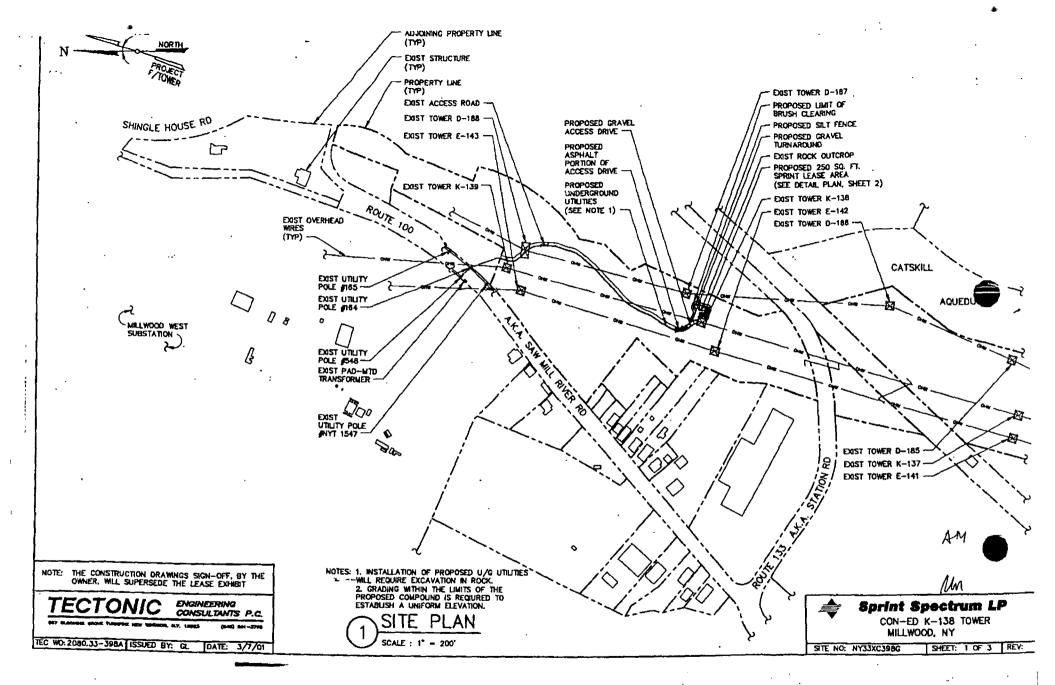


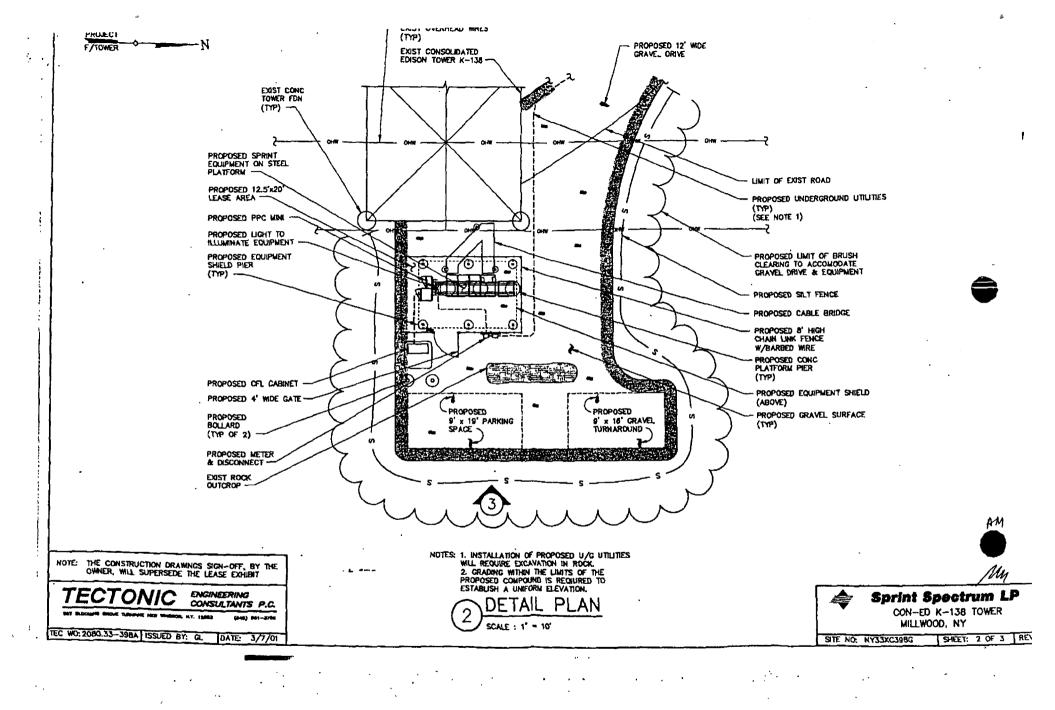
Sprint Spectrum LP

CON-ED K-138 TOWER MILLWOOD, NY

SITE NO: NY33XC398G

SHEET: 3 OF 3 R





K-138

LIBER 4076 PAGE 252

THIS INDENTURE, made the lst day of July one thousand nine hundred and , between EVELYN WARNER CASSELL, residing forty-three at Station Road (no street number), Millwood, in the Town of New Castle, County of Westchester and State of New York,

, party of the first part, WESTCHESTER LIGHTING COMPANY, a domestic corporation organized and existing under the laws of the State of New York, having its principal office and place of business at No. 9 South Pirat Avenue in the City of Mount Vernon, County of Westchester and State of New York,

, part y of the second part, WITNESSETH, that the part y of the first part, in consideration of the sum of lawful money of the United States, and other valuable considerations of the second part, does hereby grant and release unto the party of the second part, and assigns forever, its successors

ALL that certain percel of land situate in the Town of New Castle, County of Westchester and State of New York, bounded and described as follows:

> BEGINNING at the point of intersection of the North side of the Millwood-Mount Eisco State Highway known also as the Station Road, and as County Highway No. 587 and the westerly side of Catakill Acuebust property of the City of New York; running themse along said north side of the sforementioned highway, the following courses and distances: south 50° 45' 50" west 19.62 feet; south 50° 25' 50" west 40.04 feet; south 52° 51' 50" west 52.86 feet; south 65° 38' 50" west 59.46 feet; south 79° 45' 50" west 111.53 feet and south 64° 50' 50" west 58.87 feet to a corner; running themce through land of Evelyn Warner Cassell north 17° 15° 50" east 190.33 feet to the southerly side of land conveyed to Abraham Bassford by Marguerite Dingwall by deed dated December 19, 1927 and recorded December 22, 1927 in the Westchester County Clerk's Office, Division of Land Records, Westchester County in Liber 2820 of Conveyances at page 120; running themos along said southerly side of said land part of the way along the center line of a stone wall, the following courses and distances: south 54° 9' 10" east 22.35 feet; south 68° 17' 10" east 48.16 feet; south 89° 4' 10" east 86.48 feet and north 81° 31' 30" east 80.70 feet to the aforementioned westerly side of Catabill Aqueduct land of the City of New York; running themse along said side of said land and along the westerly face of a stone wall south 11 38 20 cast 77.92 feet to the point of beginning.



Abrustage statutes statuted & S.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that she will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that she will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND

EVELYN WARNER CASSELL

covenants as follows:

First.—That said EVELYN WARNER CASSELL 1s seized of the said premises in fee simple, and has good right to convey the same;

SECOND,-That the party of the second part shall quietly enjoy the said premises;

THERD.—That the said premises are free from encumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH .-- That said

EVELYN WARNER CASSELL

will forever warrant the title to said premises.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN THE PRESENCE OF:

Evelyn Warmen Cassell 1.5

STATE OF NEW YORK COUNTY OF WESTCHESTER

On the 1st day of July , one thousand nine hundred and forty-three before me came EVELYN WARNER CASSEL

to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that a he executed the same.

to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

		STAT		NEW YC	RK	} ss.:												
			a the		day o	£		, (	me thou									
		before													-	instrume		
		whom	1 am	personally	acdnan	nted, w	ho, be	eing by : In	me duly	SWOT	n, die	a cep the		ia say :koow		he res	ndes :	24
								***				•			ividual	descr	ibed in	n.
٠		and wh	o exec	uted, the fo	regoing	inatrum	ent; t	hat he	said sul	scribi	ng wi							
		execute	the sa	ame : and 1	hat h	e, said v	witnes	s, at the	same tir	ne sub	ecribe	ed h	nam	e as w	itness	thereto.		
6009848	71176	EVELTH WARNER CASSELL	12368		31	( a V	Division 2	WARRANTY DEED (FILE COVENANTS)	id Recor	ds) on		COMMITTEE THE TOWN OF NEW NAME NAME	lege 2	2_/ 570i	g <sub>V</sub>	<u> </u>	•	
2	6	, ,					IJ		∯ <b>5</b> -4	=	Ħ	64	88				_	
	-	<b>3</b> -~		. CDc			7	2 12						_				
. ‡	1	<del>(,,)2</del>	- <del>  \                                  </del>	<del></del>		<del>+ 4 1</del> -												
		RESERVE THIS SPACE FOR USE OF RECORDING OFFICE		Received to the second	55.7	Court Reference manufactures	Postoge	Ex.	JUL 8 1943							COMPARED	PAGE	-
	i	BPVG		······		3	ITATZ	BLABR				285	96ZSZ	ız	 - €Ø : ∠:	9 T082	/52/	<b>9</b> 0

REALESTATE

PAGE Ø8

THIS INDENTURE, made the 28 day of day of the come thousand nine hundred and forty-three between BRIARCLIFF REALTY COMPANY.

having its principal office and place of business at Pleasantville Hoad in the Village of Briarcliff Manor, County of Westchester and State of New York, a corporation organized under the laws of the State of New York party of the first part, and WESTCHESTER LIGHTING COMPANY, a domestic corporation organized and existing under the laws of the State of New York, having its principal office and place of business at No. 9 South First Avenue in the City of Nount Vernon, County of Westchester and State of New York.

party of the second part;

WITNESSETH, that the party of the first part, in consideration of the sum of
One and OO/100 (\$1.00) - - - - - - - - - - - - - - - - - dollars,
lawful money of the United States, and other valuable considerations
paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the
second part, its successors and assigns forever,

ALL that certain parcel of land situate in the Town of New Castle, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the point of intersection of the North side of the Millwood-Mount Eisco State Highway known also as the Station Boad, and as County Highway No. 587 and the westerly side of Catakill Aqueduct property of the City of New York; running thence along said north side of the aforementioned highway, the following courses and distances: south 50° 45' 50" west 19.62 feet; south 50° 23' 50" west 40.04 feet; south 52° 51' 50" west 52.86 feet; south 65° 33' 50" west 59.48 feet; south 79° 45' 50" west 111.53 feet and south 64° 30' 50" west 58.87 feet to a corner; running thence through land of Evelyn Warner Cassall north 17° 15' 50" east 190.53 feet to the southerly side of land conveyed to Abraham Bassford by Marguerite Dingwall by deed dated December 19; 1927 and recorded December 22, 1927 in the Westchester County Clerk's Office, Division of Land Records, Westchester County in Liber 2820 of Conveyences at page 120; running thence along said southerly side of said land part of the way along the center line of a stone wall, the following courses and distances: south 64° 9' 10" east 86.48 feet; south 66° 17' 10" east 48.16 feet; south 89° 4' 10" east 86.48 feet and north 61° 31' 50" east 80.70 feet to the aforementioned westerly side of Catakill Aqueduct land of the City of New York; running thence along said side of said land and along the westerly face of a stone wall south 11° 58' 20" east 77.92 feet to the point of beginning.

This deed is given for the purpose, and only for the purpose, of releasing the above described percel from the covenants and conditions set forth in a deed from Briarcliff Realty Company to John Deems, dated November 14, 1923, recorded in the Office of the Clerk of Westchester County November 23, 1923, in Liber 2466 of Deeds at page 455.

1

LIBER 41UU PAGE 429

together with the appurtenances and all the estate and rights of the party of the first part in and to said

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, and assigns forever its successors

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

sence of:

BRIARCLIFF REALTY COMPANY

ice-president

Troasuror

STATE OF NEW YORK 88: COUNTY OF WESTCHESTER )

On the twenty-eighth day of June, one thousand nine hundred and forty-three before me came HENRY B. VALENTINE, to me known, who, being by me duly sworn, did depose and say that he resides on Fleasantville Hoad in Briarcliff Manor; that he is the vice-president of Briaroliff Realty Company the corporation described in, and which executed the foregoing instrument; that he knows the seal of said poration; that the seal affixed to said instrument is such corrected; that it was so affixed by order of the Board of Directors. said corporation, and that he signed his name thereto by

ablic

STATE OF NEW YORK COUNTY OF WESTCHESTER

On the 28th day of June before me came PATRICIA M. LAW and say that \$ he resides at that She is the secretary and treasurer

, one thousand nine hundred and forty-three , to me known, who, being by me duly sworn, did depose in Briarcliff Manor :

BRIARCLIFF REALTY COMPANY

the corporation described in, and which executed, the foregoing instrument; that She knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that Bhe Milder All of A Sonano h & Thame thereto by like order.

18	•	
PAGE	RESERVE THIS SPACE FOR USE OF RECORDING OFFICE	2.75 B
	Recording:	B - CPa
A	Staffy light 1.60 Follow 1.60	7 6 0 8 0
REALESTATE	Towns OCT 1 8 1943	10-8-43
2125290582	•	·
67:03		
	COMPARED	
/26/2001	PAGE	

No. 7545
4100
Brunchy Bully Co
Wastchester Lighting &
OCT -8 1943 21548
- 171 P.M.
QUIT CLAIM DEED
THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN BLOCK PLANE
in section on the land map
OF THE COUNTY OF
Title Guarantee and Trust Company
Offices:

176 Broadway, New York
175 Remish Street, Brooklyn
160-08 Jamasca Ave., Jamasca
6 East 47th Street, New York
170 East 149th Street, Bronz
Bridge Plaza North, L. L. City
16 Bay Street, St. Grosce, S. I.
Minisola, Lond Island
Eitle White Tlank New York
2 Will J. Street
White Tlank New York
2 Will J. Street
Helium Street
2 Will J. Street

William Plains, N. Y.

Deads

RUBERT J. FIELD, Clork

Beputy Clerk.

#### FACILITY RULES

## TRANSMISSION LINE MAINTENANCE RIGHT-OF-WAY REQUIREMENTS FOR CELLULAR ANTENNA VENDORS

- 1. Vendor personnel are not permitted on the row without a Con Edison representative or without prior approval of the TLM manager
- 2. All vehicles, equipment and personnel must maintain 25 feet clearance from any 345 kv conductor.
- 3. The ROW is to be maintained in a clean and orderly manner daily during the performance of the work. The vendor is responsible for providing all utilities including water, electricity, lavatory facilities and garbage receptacles. The contractor shall remove all construction material, debris and equipment upon completion of the work.
- 4. The vendor is responsible for any improvements required to the access road leading to the facility and for maintaining the roadway as required.
- 5. The TLM manager will be notified of any damage caused by the contractor's activities. This also includes the buried grounding system for the transmission line.
- 6. All drawings are to be approved by the con ed transmission engineer before the start of any work.
- 7. The vendor shall submit a final set of "as constructed" drawing when the project is completed. They shall include the ground resistance measurements for the associated facilities.
- 8. No personnel will be permitted on the overhead structures.
- 9. At the completion of the work, the vendor shall provide an interlocking lock for maintenance and emergency access. During normal working hours the TLM manager will be notified at 914-789-6668, 6885 or 6867. During off hours the northern region emergency no. 9 supervisor will be notified at 914-925-6205 or 6221.
- 10. The ROW gates are to be locked at the completion of the work each day.

# "EXHIBIT A" TRANSMISSION LINE RIGHT OF WAY FACILITY RULES

- 1. Licensee's personnel, contractors and vendors are not permitted on the right of way without a Con Edison representative or without prior approval of the transmission line maintenance manager.
- 2. All vehicles, equipment and personnel must maintain 25 feet clearance from any 345 Ky conductor.
- 3. The right of way is to be maintained in a clean and orderly manner daily during the performance of any work. The Licensee is responsible for providing all utilities including water, electricity, lavatory facilities and garbage receptacles for its own use. The Licensee shall be responsible for its contractors and vendors removal of all construction materials, debris and equipment upon the completion of any work.
- 4. Licensee is responsible for any improvements required to the access road leading to the facility, e.g. equipment shelter or building, and for maintaining the roadway as required. Con Edison will continue to maintain the access road is such a condition as it requires for its own use.
- 5. The transmission line maintenance manager will be notified of any damage caused by the Licensee's or its contractors' or vendors' activities. This includes any damage to the buried grounding system for the transmission line.
- 6. All drawings are to be approved by the Con Edison transmission engineer before the start of any work.
- 7. The Licensee shall submit a final set of "AS CONSTRUCTED" drawings when the project is completed. These drawings shall include the ground resistance measurements for the associated facilities.
- **8.** NO PERSONNEL are permitted on the overhead tower structures.
- 9. At the completion of work, the Licensee shall provide an interlocking lock for maintenance and emergency access gate. During normal business hours, the transmission line maintenance manager can be notified at 914-789-6668, 6885 or 6867. During off hours, the Northern Region Emergency No. 9 Supervisor can be notified at 914-925-6205 or 6221.
- 10. The right of way gates are to be locked upon completion of each day's work.

#### CON EDISON TRANSMISSION SYSTEM

#### P.C.S. Antenna/Cellular Installation Procedure

#### 1.0 Scope

This document defines the engineering and construction requirements for all outside telecommunication Companies (shall mean the communication company installing the antenna) seeking approval to install PCS Antennas on the Con Edison overhead transmission line towers.

#### 2.0 Lease Agreement

Before any Company submits engineering drawings for the installation of PCS Antennas system, lease agreements must be approved and signed with the Con Edison Real Estate Department.

#### 3.0 Design Requirements

The following are the design requirements, which must be followed by the Company applying for a design approval.

- 3.1 All design drawings must be approved by a licensed professional engineer in the State of New York.
- 3.2 Analysis The Company applying for the installation approval shall prepare a full loading analysis of the transmission tower selected for the PCS/Cellular installation using Con Edison Specification EO-1018 for loading and design.
- 3.3. Loading Comparison The analysis shall show member loading for all design cases before and after the antenna installation.
- 3.4 Overloaded Members Members that are overstressed based on the analysis shall be redesign and or modified to meet design standards or if determined by the Con Engineer, a new tower location will be required.
- 3.5 Information Supplied by Con Edison
  - a. Design and erection drawing for the tower.
  - b. Weight and wind spans.
  - c. Conductor size and other physical properties.

#### 4.0 Restrictions

- 4.1 All PCS/Cellular antenna locations shall be placed below the tower shield wires and preferably within the main tower cage. The PCS/Cellular antennas shall be designed to be mounted on the tower main legs.
- 4.2 All towers selected shall have a line angle less than 15°.
- 4.3. Towers, which contain existing PCS/Cellular installation, shall not be generally considered for any additional antenna installation.
- 4.4 All clearances of the PCS Antennas from the energized conductors should meet NESC requirements as a minimum.
- 4.5 The base station and fence must be minimum distance of 5 feet from the tower foundation.

#### 5.0 Grounding

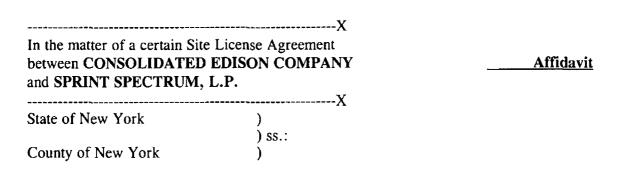
- 5.1 The base station grounding system should be connected to the tower grounding system in at least two locations.
- 5.2 The grounding of the base station metal fence should be in accordance with Con Edison Specification EI-2002.
- 6.0 Hardware and Coaxial Cable Installation
  - 6.1 All PCS Antennas and associated parts must be attached using clamps. All bolt and nut hardware shall have a double nut or pail nut arrangement.
  - 6.2 All tubular or other structural members who are a part of the PCS/Cellular antenna installation shall be limited in length to 5 feet. The members may be joined during the final installation with couplings and bolts.
  - 6.3 Coaxial Cable Installation The coaxial cables leading to the antenna installation shall be bundled within the angle of the tower legs to minimize the effect of wind loads.
- 7.0 Drawings The Company will submit a set of construction drawings signed by a Professional Engineer licensed in New York State for each antenna installation.

Peter Iannone/bf

#### ANTENNA RULES

## REQUIREMENTS FOR SPRINT PCS ANTENNAS ON TRANSMISSION LINE FACILITIES

- 1. A distance of 12 inches should be maintained from the front of any Panel type of Antenna that is considered to be functional and operational. The back and sides of the although less stringent, should also maintain a 12 inch distance.
- 2. The Coaxial cable does not emit radio waves, and therefore no distance limit to the feed lines running to the antennas are required.
- 3. The GPS antenna is a receive only antenna, and also does not emit, radio waves. Therefore also, no distance simit exists.



being duly sworn, does depose and say:

- 1. I am a Senior Real Estate Representative of the Consolidated Edison Company ("Con Ed"), and I am fully familiar with the facts as set forth below.
- 2. To the best of my knowledge and belief, Con Ed, as the lawful successor in interest to Westchester Lighting Company ("WLC"), is the fee owner of real property in the Town of New Castle, Westchester County, New York, having Tax Map designation of Section 91.8, Block 3, Lot 1 and a street address of Tower K-138, Saw Mill River Road, Town of New Castle, Millwood, NY, ("the Premises"), by two deeds (i) from Evelyn Warner Cassell to WLC dated 7/1/43 and recorded in the Westchester County Clerk's Office at Liber 4076 and Page 252; and (ii) from Briarcliff Realty Company to WLC dated 6/28/43 and recorded in the Westchester County Clerk's Office at Liber 4100 and Page 428. The Premises is subject to a site license agreement ("SLA") between Con Ed and Sprint Spectrum, L.P. ("SSLP").
- 3. To the best of my knowledge and belief, there are no liens, judgments, mortgages, outstanding real estate taxes or assessments, or any other superior interests which are or, if perfected, would become adverse to SSLP as it pertains to the SLA or which would prevent Con Ed from complying with the terms of the SLA.

Signed:

By:

Sworn to before me this 27

f August , 20

NOTARY PUBLIC, State of New York

Qualified in New York County Commission Expires December 31, 1968 2002 1

#### **FACILITY RULES**

### TRANSMISSION LINE MAINTENANCE RIGHT-OF-WAY REQUIREMENTS FOR CELLULAR ANTENNA VENDORS

- 1. VENDOR PERSONNEL ARE NOT PERMITTED ON THE RIGHT-OF-WAY (ROW) WITHOUT A CON EDISON REPRESENTATIVE OR WITHOUT PRIOR WRITTEN NOTICE TO THE TLM MANAGER (SEE BELOW).
- 2. ALL VEHICLES, EQUIPMENT AND PERSONNEL MUST MAINTAIN 25 FEET CLEARANCE FROM ANY 345 KV CONDUCTOR.
- 3. THE ROW IS TO BE MAINTAINED IN A CLEAN AND ORDERLY MANNER DAILY DURING THE PERFORMANCE OF THE WORK. THE VENDOR IS RESPONSIBLE FOR PROVIDING ALL UTILITIES INCLUDING WATER, ELECTRICITY, LAVATORY FACILITIES AND GARBAGE RECEPTACLES. VENDOR AND CONTRACTOR SHALL REMOVE ALL CONSTRUCTION MATERIAL, DEBRIS AND EQUIPMENT UPON COMPLETION OF THE WORK.
- 4. THE VENDOR IS RESPONSIBLE FO ANY IMPROVEMENTS REQUIRED TO THE ACCESS ROAD LEADING TO THE FACILITY AND FOR MAINTAINING THE ROADWAY AS REQUIRED.
- 5. THE TLM MANAGER WILL BE NOTIFIED IN WRITING OF ANY DAMAGE CAUSED BY THE CONTRACTOR'S ACTIVITIES [, INCLUDING BUT NOT LIMITED TO DAMAGE TO THE BURIED GROUNDING SYSTEM FOR THE TRANSMISSION LINE].
- 6. ALL DRAWINGS ARE TO BE APPROVED BY THE CON EDISON TRANSMISSION ENGINEER BEFORE THE START OF ANY WORK.
- 7. THE VENDOR SHALL SUBMIT A FINAL SET OF "AS CONSTRUCTED" DRAWINGS WHEN THE PROJECT IS COMPLETED. VENDOR SHALL INCLUDE THE GROUND RESISTANCE MEASUREMENTS FOR THE ASSOCIATED FACILITIES.
- 8. NO PERSONNEL WILL BE PERMITTED ON THE OVERHEAD STRUCTURES.
- 9. AT THE COMPLETION OF THE WORK, THE VENDOR SHALL PROVIDE AN INTERLOCKING LOCK FOR THE MAINTENANCE AND EMERGENCY ACCESS. DURING NORMAL WORKING HOURS THE TLM MANAGER WILL BE NOTIFIED AT [914-789-6885 OR 914-789-6623 OR, WHERE WRITTEN NOTICE IS REQUIRED, AT \_\_\_\_\_\_@CONED.COM. DURING OFF HOURS, THE CENTRAL INFORMATION GROUP WILL BE NOTIFIED AT 212-580-6763.]

THE ROW GATES ARE TO BE LOCKED AT THE COMPLETION OF THE WORK EACH DAY.