

EXHIBIT B

SITE LICENSE

This Site License is made as of the 17 day of MAY 1999, by and between Owner and Licensee, as those terms are defined in Owner's Standard Terms and Conditions for Antenna Licenses (hereinafter referred to as "Standard Terms").

W-I-T-N-E-S-S-E-T-H:

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 are described as follows:

Approximately 600 square feet of vacant land, together with a non-exclusive easement for access thereto as shown on Exhibit 1, at transmission tower K-293, Hortontown Hill Rd., Town of Kent, County of Putnam, New York and known on the tax map Section: 9, Block: 1, Lot: 4.

3. If Exhibit 1 is not an accurate survey of the Licensed Premises, the Licensee shall survey the Licensed Premises and said survey shall then become Exhibit 2 which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 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.

4. 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.

5. Annual rent for the Initial Term pursuant to this Site License is Thirty two thousand and seven hundred (\$32,700.00) Dollars 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.

6. (a) The rent for each year after the Initial Term shall be equal to the greater of (i) One Hundred Four percent (104 %) of the annual rental payable during the immediately preceding year or (ii) the annual rental payable during the immediately preceding year plus the increase in the Consumer Price Index as further described below. The term "Consumer Price Index" shall mean the "Consumer Price Index - New York/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 the last calendar year of the Initial Term.

(c) The term "Index Year" shall mean each year after the Initial Term or Base Index Year.

(d) The term "Base Consumer Price Index" shall mean the Consumer Price Index for December of the Base Index Year.

(e) 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 years Consumer Price Index for the month of December.

(f) 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.

(g) 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 Tax 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.

7. The Feasibility Fee shall be \$ 8,175.00, representing three (3) months rent and the Additional Feasibility Fee shall be \$ 10,900.00 representing four (4) months rent.

8. Notices shall be delivered at:

If to Owner:

~~DIRECTOR~~
~~Department Manager~~ - Real Estate
Consolidated Edison Co. Of New York, Inc.
4 Irving Place - Room 2115-S
New York, New York 10003

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 Don Mueller
Director of Site Development -East
1 International Blvd., Suite 800
Mahwah, NJ 07495

With a copy to:

Law Department
Sprint Spectrum L.P.
4900 Main Street, 12th Floor
Kansas City, MO 64112
Attn: General Counsel

9. Detail Owner's Title (see Owner's Affidavit).

10. Licensee's access to the Licensed Premises is shown on Exhibit 1 attached hereto and made a part hereof. Additional access provisions supplementing the Standard Terms are as follows (if none, so state): None

11. 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.

12. The following additional provisions shall apply to the Licensed Premises:

- A. Facility rules are attached hereto.
- B. Antenna safety rules are attached hereto,

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 the last calendar year of the Initial Term.

(c) The term "Index Year" shall mean each year after the Initial Term or Base Index Year.

(d) The term "Base Consumer Price Index" shall mean the Consumer Price Index for December of the Base Index Year.

(e) 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 years Consumer Price Index for the month of December.

(f) 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.

(g) 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 Tax 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.

7. The Feasibility Fee shall be \$ 8,175.00, representing three (3) months rent and the Additional Feasibility Fee shall be \$ 10,900.00 representing four (4) months rent.

8. Notices shall be delivered at:

If to Owner:

~~DIRECTOR~~
~~Department Manager~~ - Real Estate
Consolidated Edison Co. Of New York, Inc.
4 Irving Place - Room 2115-S
New York, New York 10003

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 Don Mueller
Director of Site Development -East
1 International Blvd., Suite 800
Mahwah, NJ 07495

With a copy to:

Law Department
Sprint Spectrum L.P.
4900 Main Street, 12th Floor
Kansas City, MO 64112
Attn: General Counsel

9. Detail Owner's Title (see Owner's Affidavit).

10. Licensee's access to the Licensed Premises is shown on Exhibit 1 attached hereto and made a part hereof. Additional access provisions supplementing the Standard Terms are as follows (if none, so state): None

11. 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.

12. The following additional provisions shall apply to the Licensed Premises:

- A. Facility rules are attached hereto.
- B. Antenna safety rules are attached hereto,

- C. in accordance with the Standard Terms, emergency phone numbers for the parties are as follows:

Owner: Ron Charlton weekdays 8-4pm (914) 789-6668
Westchester Emergency #9 all other times (914) 925 6205

Licensee: Westbury Switch (516) 827-2800

- D. Is representative required pursuant to Section 19(b) of the Standard Terms ?
Yes

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.

By: Robert P. Stelben
Robert P. Stelben, Vice President & Treasurer

Dated: 5/5/99

SPRINT SPECTRUM L.P.

A Delaware Limited Partnership

By: Don Mueller
Don Mueller, Director of Site Development - East

Dated: 3/15/99

STATE OF NEW YORK

}
}SS:
}

COUNTY OF NEW YORK

On the 5th day of MAY 1999, before me personally came ROBERT P. STELBEN to me known, 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 and Treasurer 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.


Notary Public

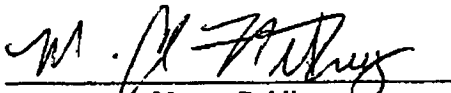
AUDREY LILLOO FRASER
Notary Public, State of New York
No. 41-4993984
Qualified in Queens County
Commission Expires March 30, 2000

STATE OF NEW JERSEY

}
}SS:
}

COUNTY OF BERGEN

On the 15th day of March 1999, before me personally came DON MUELLER to me known, who, being by me duly sworn, did depose and say that he maintains a place of business at 1-International Blvd., Suite 800, Mahwah, NJ 07495, that he is the Director of Site Development - East of SPRINT SPECTRUM L.P. a Delaware Limited Partnership 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 affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.


Notary Public

M. CLARE NETHERY
Notary Public, State of New Jersey
ID #:2216090
Qualified in Bergen County
Commission Expires July 23, 2003

N

EXIST GRAVEL DRIVE (TYP)

HORTONTOWN HILL ROAD

EXIST SHED

EXIST OVERHEAD UTILITIES (TYP)

EXIST PAVED DRIVE (TYP)

EXIST 15' WIDE UTILITY EASEMENT

EXIST UTILITY POLE (TYP)

PROPERTY LINE (TYP)

EXIST CON-ED TOWER D-341

INSTALL 12' WIDE GRAVEL DRIVE TO FOLLOW EXISTING ACCESS ROAD LIMITS

EXIST OVER HEAD HIGH TENSION UTILITY LINE (TYP)

PROPOSED UTILITY POLE (TYP)

PROPOSED OVERHEAD ELECTRIC AND TELCO (TYP)

TRIM BACK EXIST TREE LINE TO INSTALL OVERHEAD UTILITIES

EXIST CON-ED TOWER K-293
PROPOSED 20'x30' LEASE AREA
(SEE SHEET 2 OF 3)

*Superseded
Permit / date 4/24/99*

Exhibit
1

TECTONIC ENGINEERING
CONSULTANTS P.C.

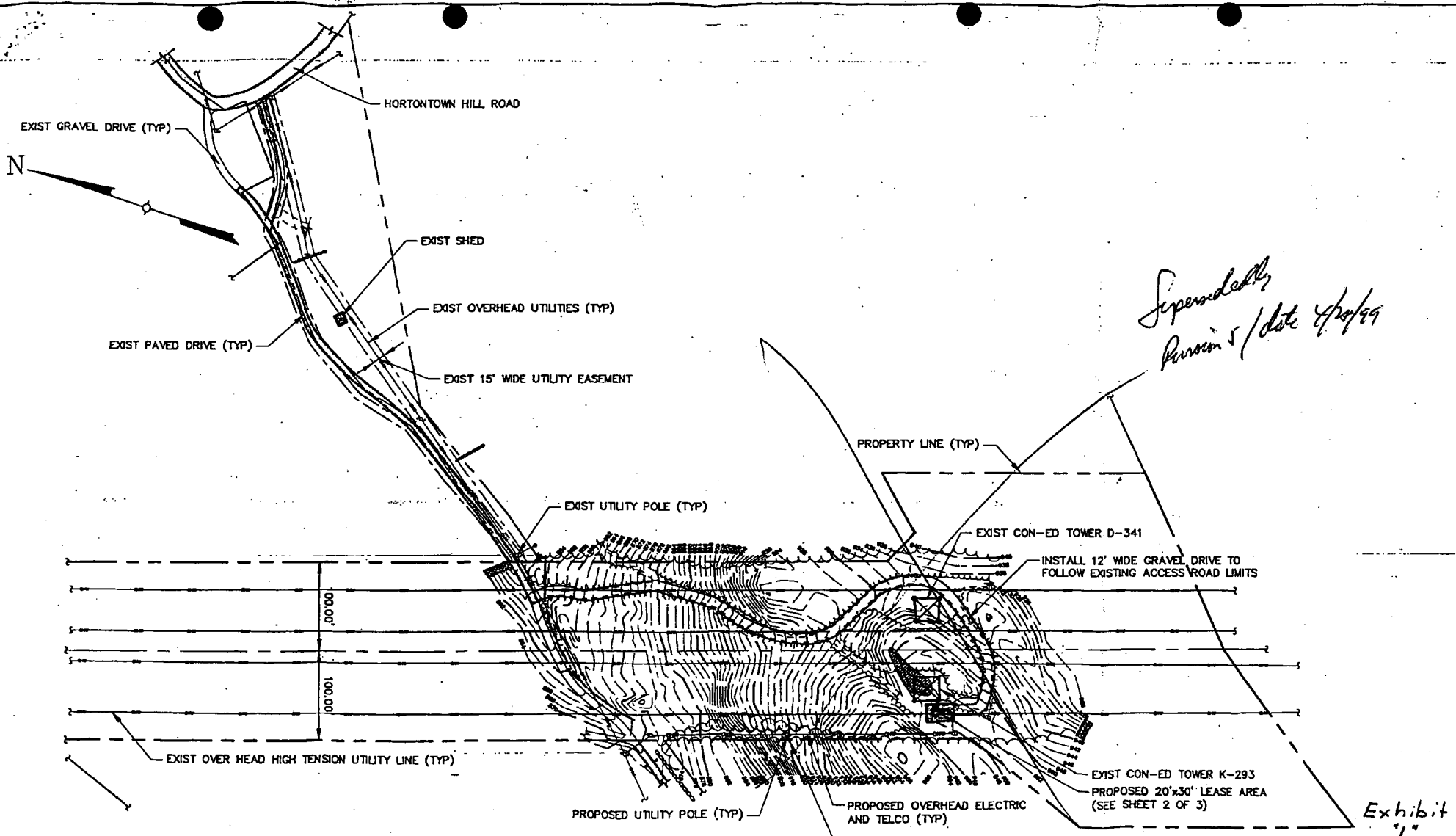
815 Route 32 Highland Mills, NY 10930 (914) 828-8531

1 PLOT PLAN
SCALE: 1" = 100'

Sprint Spectrum LP
CONSOLIDATED EDISON K-293 TOWER
KENT, NY

SITE NO: NY16XC385A SHEET: 1 OF 3 REV: 2

TEC WO: 2080.385 ISSUED BY: GL DATE: 11/9/98



*Superseded by
Person's / date 8/29/99*

TECTONIC ENGINEERING CONSULTANTS P.C.
 918 Route 32 Highland Mills, N.Y. 10930 (914) 838-8631

TEC WO: 2080.385 ISSUED BY: GL DATE: 11/9/98

1 PLOT PLAN
 SCALE: 1" = 100'

Sprint Spectrum LP
 CONSOLIDATED EDISON K-293 TOWER
 KENT, NY

SITE NO: NY16XC385A SHEET: 1 OF 3 REV: 2

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.

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 limit exists.

31765
57, 8, 67, 1
57, 1

WARRANTY DEED

from

ADIRONDACK REALTY HOLDING CORP.

to

NEW YORK POWER & LIGHT CORP.

275-300
1007104

2 Deeds
into book

Dated February 6, 1933

Recorded in the Clerk's Office of
County of Putnam on
17 day of May 1933
9 o'clock and 9 minutes A.
No. 184 of Deeds
457

[Signature] Clerk

ALBERT J. DANAHER
General Attorney
New York Power and Light Corporation
112 State Street Albany, N. Y.



THIS INDENTURE, made the 6th day of February, 1933, between ADIRONDACK REALTY HOLDING CORPORATION, a corporation created by and under the Laws of the State of New York, and having its place of business in the City of Albany, New York, party of the first part, and NEW YORK POWER AND LIGHT CORPORATION, a corporation created by and under the Laws of the State of New York, and having its place of business in the City of Albany, New York, party of the second part,

WITNESSETH:

That the said party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable considerations paid by the said party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever, all that certain piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, and State of New York, bounded and described as follows:

BEGINNING at an iron pipe driven in the ground in the division line between lands of the party of the first part and lands now or formerly of F. L. Aime, at station 937 plus 21.9 of the surveyed traverse line of the right of way for the existing transmission line system of the party of the second part extending from its substation in the Town of East Greenbush, Rensselaer County, N. Y., to a point in the Putnam-Westchester County Line, and running thence north twenty-three (23) degrees twenty-eight (28) minutes east along said division line fifty-three and two-tenths (53.2) feet to an angle point; thence south sixty-three (63) degrees twenty-five (25) minutes east, continuing along said division line, one hundred thirty-five and nine-tenths (135.9) feet to an angle point; thence north forty-four (44) degrees fifty-two (52) minutes east, continuing along said division line, seventy-six and two-tenths (76.2) feet to a point; thence south seventeen (17) degrees nineteen (19) minutes east, parallel to and at all points 200 feet distant from said surveyed traverse line two

hundred eighty-nine (289) feet, more or less, to a point in the division line between said lands of the party of the first part and lands heretofore conveyed by the party of the first part to the People of the State of New York, through Taconic State Park Commission; thence south forty-nine (49) degrees eleven (11) minutes west along said division line two hundred eighteen and one-tenth (218.1) feet to an iron pipe driven in the ground at station 941 plus 16.8 of said surveyed traverse line; thence continuing along said division line south forty-nine (49) degrees eleven (11) minutes west seven-tenths (0.7) feet to a point; thence south thirty-six (36) degrees twenty-nine (29) minutes west along said division line two hundred forty-seven and one-tenth (247.1) feet to a point; thence north seventeen (17) degrees nineteen (19) minutes west, parallel to and at all points 200 feet distant from said surveyed traverse line, three hundred nine (309) feet more or less to a point in the first mentioned division line between said lands of the party of the first part and said lands now or formerly of F. L. Aime; thence north twenty-three (23) degrees twenty-eight (28) minutes east along said division line three hundred six and two-tenths (306.2) feet to the point or place of beginning, containing 3.17 acres be the same more or less, all as shown as parcel (57-A) on the blueprint map numbered "57-A, 57-B, 57-C" entitled in part "N. Y. P. & L. CORP. A. R. H. CORP. - PURCHASE & AREA EASEMENT-POUGHKEEPSIE-WESTCHESTER LINE F-2617" annexed hereto and made a part hereof.

ALSO BEGINNING at an iron pipe driven in the ground in the division line between said lands of the party of the first part and lands now or formerly of Fabio Ruberti, at station 950 plus 17.7 of said surveyed traverse line, and running thence north sixty-two (62) degrees fifty-nine (59) minutes west along said division line three hundred thirty-one (331) feet more or less to a point; thence north thirty-six (36) degrees thirty (30) minutes east two hundred ninety-four (294) feet more or less to an iron pipe driven in the ground at station 946 plus 12.7 of said surveyed traverse line, said latter course runs in part along the division line between said lands of the party of the first part and lands heretofore conveyed by the party of the first part to the People of the State of New York through Taconic State Park Commission; thence continuing north thirty-six (36) degrees thirty (30) minutes east along said division line two hundred forty-seven and eight-tenths (247.8) feet to a point; thence south seventeen (17) degrees nineteen (19) minutes east, parallel to and at all points 200 feet distant from said surveyed traverse line, seven hundred nine (709) feet, more or less, to a point in the easterly boundary of lands of the party of the first part; thence south eighteen (18) degrees fifty-eight (58) minutes west along said easterly boundary twenty-seven (27) feet, more or less, to a point in said division line between said lands of the party of the first part and said lands now or

formerly of Fabio Ruberti; thence north sixty-two (62) degrees fifty-nine (59) minutes west along said division line two hundred fifty-seven (257) feet, more or less, to the point or place of beginning, containing 3.74 acres be the same more or less, all as shown as parcel (57-C) on said annexed blueprint map F-2617.

TOGETHER with the permanent right to transmit electricity and electrical current over, under and across the lands heretofore conveyed by the party of the first part to the People of the State of New York, through Taconic State Park Commission, together with the right at all times to enter upon said premises and build, rebuild, remove, replace, inspect, repair, operate, and maintain a transmission line or lines consisting of such supports, guys, wires, cables and other appliances as the party of the second part, its successors or assigns, may from time to time deem necessary for the transmission of electricity at any point upon said premises within a strip four hundred (400) feet in width, being 140 feet on the east of the surveyed center line of the existing transmission line system over and across said premises, and 260 feet on the west of said surveyed center line, said 400 ft. strip of land being shown approximately on the annexed blueprint map, outlined in yellow, provided however, that the transmission line or lines now or hereafter erected on said premises shall be so constructed as not to interfere with the use of said premises for highway purposes.

Remains 57-C

TOGETHER with the appurtenances; and all the estate and rights of the said party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever, and the said party of the first part does covenant with the said party of the second part as follows:

That the party of the second part shall quietly enjoy the said premises.

That it will forever warrant the title to said premises.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by *Norman Wells*
its *President*, and its corporate

seal to be hereunto affixed all on the day and year first above written.

Attest:

Alfred J. Knepper
Secretary

ADIRONDACK REALTY HOLDING CORPORATION

By

Norman Wells

President

STATE OF NEW YORK

County of *Albany*

ss:

On this 9th day of February, 1933, before me, the subscriber, personally appeared Norman Wells, who being duly sworn did depose and say that he resides at Albany, N.Y., that he is President of ADIRONDACK REALTY HOLDING CORPORATION, the corporation described in and which executed the foregoing instrument; that he 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 he signed his own name thereto by like order.

Wanda M. Smith
Notary Public

NOTARY PUBLIC ALBANY, CO., N. Y.
Certificate Filed in Columbia, Cortland, Dutchess,
Essex, Fulton, Greene, Hamilton, Herkimer, Madison,
Montgomery, Oneida, Otsego, Schoharie, Scho-
nectady, Warren and Washington Counties

385
2 Deeds into
Contd
37469

WARRANTY DEED

FRANK L. ATME and ADAM H. ATME

TO

NEW YORK POWER AND LIGHT CORPORATION

Dated February 14, 1932

Recorded in the Clerk's Office of
County of Putnam on the
27th day of Feb 1932
10 hours and 05 minutes AM,
Book No. 168 of deeds
page 254

[Signature] Clerk

Record and return to:
Albert J. Danaher,
c/o N.Y.P. & L. Corp.
112 State Street,
Albany, New York.

THIS INDENTURE, made the 1st day of February, 1932,

between FRANK L. AIME and ADAM H. AIME, his wife, of 480 Hawthorne Avenue, City of Yonkers, County of Westchester, and State of New York, parties of the first part and NEW YORK POWER AND LIGHT CORPORATION, a corporation created by and under the Laws of the State of New York, and having its place of business in the City of Albany, New York, party of the second part,

W I T N E S S E T H:

That the said parties of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable considerations paid by the said party of the second part, do hereby grant and release unto the said party of the second part, its successors and assigns forever, all that certain piece or parcel of land, situate, lying and being in the Town of Kent, County of Putnam, and State of New York, bounded and described as follows:

BEGINNING at an iron pipe driven in the ground in the division line between lands of the parties of the first part and lands now or formerly of John Klinefelter at station 927 plus 15.0 of the surveyed center line for the proposed right of way of the transmission line system of New York Power and Light Corporation extending from Poughkeepsie to the Putnam-Westchester County Line and running thence north twenty-nine (29) degrees thirty (30) minutes east along said division line one hundred thirty-seven and one-tenth (137.1) feet to a point; thence south seventeen (17) degrees nineteen (19) minutes west parallel to and at all points one hundred (100) feet distant from said surveyed center line eleven hundred twenty-three and three-tenths (1123.3) feet to a point in the division line between said lands of the parties of the first part and lands now or formerly of William B. Horton; thence north sixty-three (63) degrees twenty-five (25) minutes west along said division line ninety-and five-tenths (90.5) feet to an angle point; thence south twenty-three (23) degrees twenty-eight (28) minutes west continuing along said division line fifty-three and two-tenths (53.2) feet to an iron pipe driven in the ground at station 937 plus 21.9 of said surveyed center line; thence continuing south twenty-three (23) degrees twenty-eight (28) minutes west along said division line one hundred fifty-three and one-tenth (153.1) feet to a point;

thence north seventeen (17) degrees nineteen (19) minutes west parallel to and at all points one hundred (100) feet distant from said surveyed center line ten hundred twenty-eight and nine-tenths (1028.9) feet to a point in the first mentioned division line between said lands of the parties of the first part and said lands now or formerly of John R. Klinefelter; thence north twenty-nine (29) degrees thirty (30) minutes east along said division line one hundred thirty-seven and one-tenth (137.1) feet to the point or place of beginning, containing 4.73 acres be the same more or less, all as shown on the blueprint map numbered "56", entitled in part, "N.Y.P. & L. CORP. F.L. AIME-PURCHASE-POUGHKEEPSIE-WESTCHESTER LINE E-6085", annexed hereto and made a part hereof.

TOGETHER with the right at all times to cut and remove any brush, trees or other obstructions upon the remaining premises of the parties of the first part contiguous to and within twenty-five (25) feet of the above described premises which may in the opinion of the party of the second part, its successors or assigns, interfere with or be likely to interfere with the successful operation of its transmission line, and the perpetual right at all times to cross and recross, on foot and with teams and motor vehicles, the remaining lands of the parties of the first part for the purpose of constructing, operating, inspecting or repairing any and all structures or fixtures of every kind and nature which the party of the second part, its successors or assigns, may erect, operate, construct or maintain upon the above described premises, said right of entry to be confined to routes designated by the parties of the first part if practicable and reasonable. All damages occasioned to the remaining lands of the parties of the first part in the exercise of said right of entry shall be paid by said New York Power and Light Corporation.

EXCEPTING AND RESERVING, however, unto the parties of the first part their heirs and assigns five (5) rights of way or crossings over and upon the above described premises said crossings not to exceed twenty-five (25) feet in width and to be at points to be designated by the parties of the first part, their heirs and assigns, provided, however, that no such

crossings shall interfere with any tower or structure erected on said premises by the party of the second part, its successors or assigns. Excepting and reserving the right to maintain and use an old road crossing the said above described premises at station 933 plus 89.0 of said surveyed center line, shown on said annexed blueprint map as "Abandoned Dirt Road". The use of said crossings and said dirt road shall be at the sole risk of the party or parties using the same.

ALSO, EXCEPTING AND RESERVING unto the parties of the first part, ^{their heirs or assigns} the right to dam a small creek crossing the above described premises on the northerly end thereof, with the right to erect said dam on said above described premises if necessary and to flood a portion of said premises with such dam or any other dam erected by the party of the second part on the remaining premises, provided, however that such dam or dams and such flooding shall not interfere with the successful maintenance and operation of the transmission line or lines now or hereafter erected on said premises by the party of the second part, its successors and assigns. It is further understood and agreed that the party of the second part, its successors and assigns shall not interfere with the natural flow of said brook.

ALSO, EXCEPTING AND RESERVING unto the parties of the first part their heirs and assigns the right to lay and relay, maintain and operate over, under and across the above described premises such water pipes, gas mains, conduits, wires and cables as the parties of the first part may desire, providing that such pipes, conduits, wires and cables will not be constructed, operated and maintained in a manner which will interfere with the successful operation of the transmission line or lines of the party of the second part, its successors and assigns.

TOGETHER with the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever, and the said FRANK L. AIME and ADA H. AIME do covenant with the said party of the second part as follows:

That the party of the second part shall quietly enjoy the said premises.

That they will forever warrant the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Sealed and Delivered
in Presence of:

Frank L. Aime (L.S.)

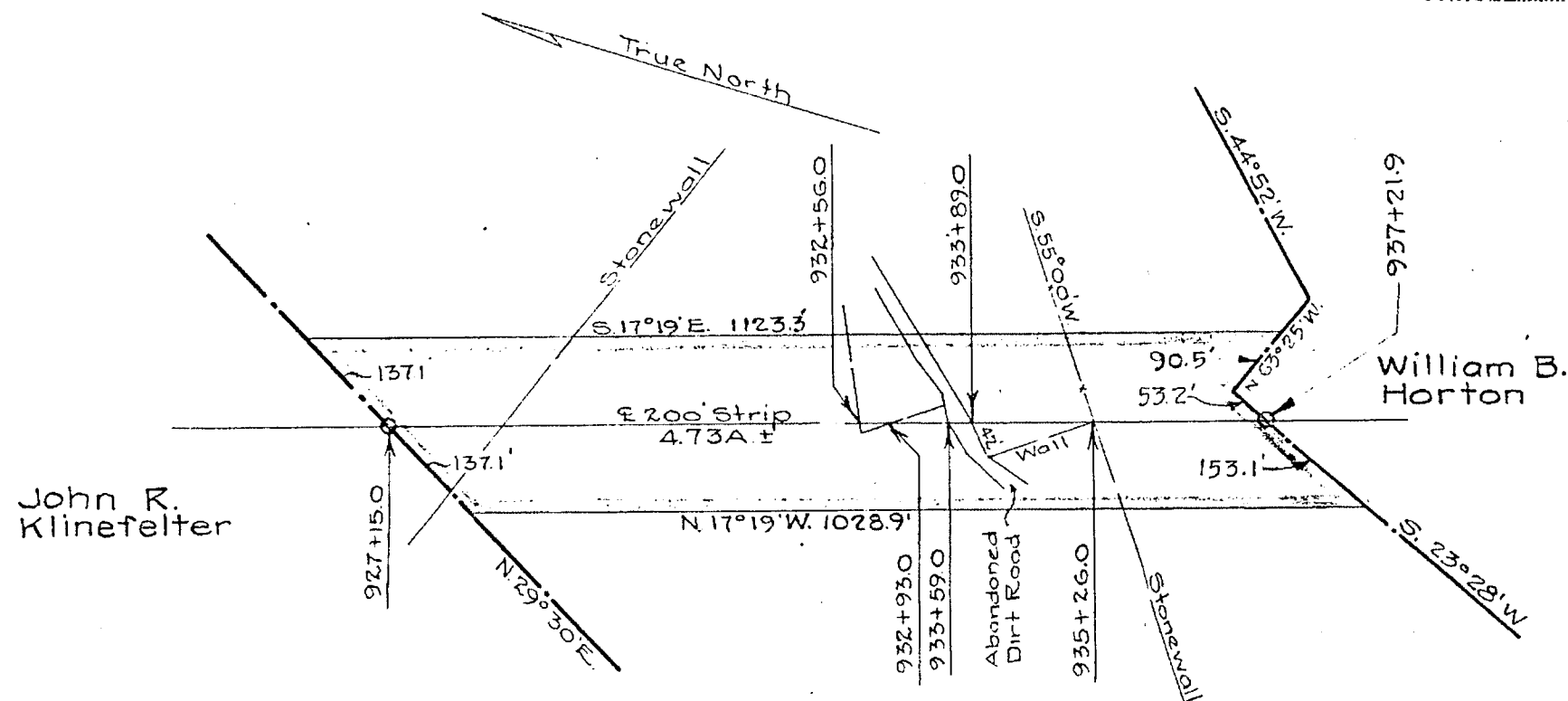
Ada H. Aime (L.S.)

STATE OF NEW YORK)
COUNTY OF New York SS:

On this 7th day of February, 1932,

before me, the subscriber, personally came FRANK L. AIME and ADA H. AIME, to me known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly and severally acknowledged to me that they executed the same.

J. M. Shaw
NOTARY PUBLIC, Albany Co.
Certificate filed Putnam Co.
Acting N.Y. Co. under
sec 102 - Exec. Laws.



Q=Iron Pipe

F. L. AIME

TO
 DATED
 TOWN OF Kent
 COUNTY OF Putnam
 STATE OF NEW YORK
 RECORDED
 BOOK OF DEEDS PAGE
 DATA FROM N. E. P. G. 1-63
 Q-342 Sh. 14

N. Y. P. & L. CORP
 F. L. AIME-PURCHASE
 Poughkeepsie - Westchester Line
 Scale 1" = 200'

5G	No.	ALTERATIONS	CHECKED	INSPECTED	CORRECT	APPROVED
	1	Changed Title M.M.E 11-11-31	NT	11-11-31	11-11-31	11-11-31
	2					
	3					

CHECKED	INSPECTED	CORRECT	APPROVED
NT	10-5-31	10-5-31	10-5-31

E-6085

DRAWN C. J. W. S. 3-31
 TRACED J. M. M. S. 2-6-31