

LEASE AGREEMENT

THIS AGREEMENT made this ^{7th} day of ^{January} ~~1998~~¹⁹⁹⁹, between the TOWN OF COLONIE, a New York municipal corporation, having its principal office at Memorial Town Hall, 534 Loudon Road, P.O. Box 508, Newtonville, New York, 12128, hereinafter designated LESSOR, and SPRINT SPECTRUM L.P., a Delaware limited partnership, with its principal offices located at Crossroads Corporate Center, 1 International Boulevard, Mahwah, NJ 07495, hereinafter designated LESSEE.

WITNESSETH:

WHEREAS, LESSOR is the owner of certain real property located in the Town of Colonie, County of Albany, State of New York, at No. 1315 Loudon Road as shown on the Albany County Tax Map of said Town as Tax Map Parcel No. 2.3-2-6, being further described in the instrument recorded in the Albany County Clerk's Office in Deeds Book 949 at Page 57 and Deed Book 1999 at Page 503; and

WHEREAS, said real property is the site of a municipal sanitary landfill (hereinafter referred to as the "Landfill") owned by LESSOR; and

WHEREAS, LESSEE desires to lease a portion of the real property at the Landfill site and the right to access same; and

WHEREAS, LESSOR is willing to enter into such an agreement with LESSEE, and all parties have taken or will take any and all steps necessary to legally authorize the same;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the LESSOR and LESSEE hereto agree as follows:

1. THE PREMISES

The Premises (also known as the "Property") leased herein is owned by the Town of Colonie and is a portion of a parcel located at No. 1315 Loudon Road. Such larger parcel is identified on the Albany County Tax Map as Parcel No. 2.3-2-6, a copy of which is attached as Exhibit "A", and the specific portions of such property leased to LESSEE are as follows:

a) Approximately two thousand four hundred (2,400) square feet of ground space at the Landfill, as delineated in Exhibit B, to be used for the construction of a foundation for a monopole, a monopole which is not to exceed fifty (50) feet in height, a pad on which to place equipment cabinets or a building which will house electronic equipment necessary to support the functioning of the transmission or receiving equipment attached to the monopole, fencing, a parking and turnaround area, and such other appurtenances depicted upon Exhibit B. LESSOR may agree to a minimal expansion of the area so encumbered upon good cause shown by LESSEE.

b) A right of access from Loudon Road over LESSOR'S other lands to the Leased Premises.

c) A right to install and maintain utility wires, poles, cables, conduits, and pipes over, under, or through the other lands of LESSOR extending from Loudon Road to LESSEE'S building and/or equipment. Said access route shall be further defined by LESSOR and LESSEE herein and, thereafter, a plan substantially depicting the actual route shall be included in Exhibit "B" and shall be made a part hereof.

d) The right for LESSEE to survey said Landfill site and adjoining lands of LESSOR, and to perform such other non-intrusive tests which may be necessary to verify that LESSEE may use the site for its intended purpose; that LESSEE'S equipment is installed and operating properly; and to help identify any faulty equipment. LESSOR and LESSEE agree that if LESSEE surveys the site they shall attach such survey as Exhibit "D" hereto and use same as a base map whenever possible; for instance, to accurately identify the location of the building described in paragraph 1 (b) above, or, the access to such building, or, the utility corridor.

e) The right to do soil borings or minor excavations necessary for testing purposes.

f) As a general requirement, all installations on the Landfill site will require the prior approval of the LESSOR as to placement on the Landfill site.

2. PERMITTED USES

LESSOR hereby grants permission to LESSEE to use the Leased Premises to construct, install, maintain and operate the wireless communications equipment, antennas described in Exhibit "C" and appurtenances related to same. LESSOR is aware that the communications industry is quickly changing and that the equipment list described in Exhibit "C" may need to be modified over time. LESSOR agrees to any such modifications as long as the new equipment does not create adverse health effects for LESSOR'S employees or any visitors at the Landfill site, the new equipment can be installed without violating any of the provisions of this agreement, and the monopole height is not increased without the prior written approval of LESSOR. LESSEE agrees it shall not install any equipment that, if installed and used according to the manufacturer's specifications, is determined to be a health risk to the public at large by the Federal Communications Commission. If any installed equipment is, at later date, determined by the FCC to be a health risk, LESSEE agrees it will promptly disconnect and remove such equipment.

3. TERM

a) This Agreement shall be for an initial term of ten (10) years, and shall be effective on the Commencement Date. The Commencement Date is defined as the first (1st) day of the month in which this Agreement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

b) This Agreement will be automatically renewed for three (3) additional "Extension Terms" of five (5) years each, unless LESSEE provides LESSOR notice of intention not to renew not less than 90 days prior to the expiration of the Initial term or any Renewal Term.

4. RENT

a) Rental payments for the initial term will be due at an annual rental of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) Dollars, to be paid annually in advance beginning on the Commencement Date, and on each anniversary of it, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

b) LESSEE shall pay as additional rent any documented increase in real estate taxes levied against the leased Property, which are directly attributable to the improvements constructed thereon by LESSEE.

c) The annual rental for each five (5) year extension term shall be as follows: NINE THOUSAND dollars (\$9,000.00) for years eleven (11) to fifteen (15), inclusive; TEN THOUSAND EIGHT HUNDRED dollars (\$10,800.00) for years sixteen (16) to twenty (20), inclusive; and TWELVE THOUSAND NINE HUNDRED AND SIXTY dollars (\$12,960.00) for years twenty-one (21) to twenty-five (25), inclusive. Annual rental payments for extension terms shall be payable in the same fashion as described above.

d) The rent shall not include the costs for any utilities. Utility costs for LESSEE'S facilities shall be paid directly to the respective utility providers by LESSEE, unless otherwise agreed to by LESSOR by written memorandum, a copy of which shall be attached hereto.

5. TAXES

LESSEE, in addition to any real property taxes described in paragraph 4 (b) above, shall pay any personal property taxes and use and occupancy taxes directly attributable to LESSEE'S use and occupancy of the Premises and surrounding site.

6. ACCESS AND SECURITY

a) Access - Only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. Access shall be permitted seven (7) days a week, twenty-four (24) hours a day, except that LESSOR may limit access to LESSEE if, in LESSOR'S sole discretion, it determines that restrictions are necessary so as to protect the Landfill. However, LESSOR hereby indicates that they have personnel on duty on a 24 hour a day basis and they will direct said personnel to assist LESSEE with access if, at any time, such access restrictions are imposed. Whether restrictions are imposed or not, in all instances LESSEE shall notify LESSOR prior to accessing the site by calling the Colonie Police Department at (518) 783-2811. The dispatcher who answers such telephone shall, in turn, contact a representative of the Town of Colonie Department of Public Works, Environmental Services Division, if assistance is needed at the site to open the gate. If LESSEE calls LESSOR at the aforementioned telephone number to indicate that they are

accessing the site, but do not need the gate to be opened, no corresponding call by the dispatcher will be made to the Department of Public Works.

During the term of this lease, LESSEE shall be prohibited from passing through the gated access after regular business hours (generally 6:30 a.m. to 4:00 p.m.) with motorized vehicles unless LESSOR is contacted and an employee of LESSOR provides access. In extraordinary circumstances prior written approval may be granted by LESSOR for such access. This limitation shall include access for installation, repair or dismantling of the equipment at the site. This limitation shall not, however, prohibit pedestrian access by LESSEE'S employees after they have called the telephone number described above.

b) Security - LESSOR makes no representations as to the security of the Premises, the Landfill, and surrounding site. Such areas are generally unattended, except during regular business hours at the Landfill.

c) Security Measures - A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the equipment cabinets and/or building and to protect the cable trays at the discretion of LESSEE. No fence may be placed along the access route or utility corridor. The exact location of any fencing shall be as depicted on Exhibit B, subject to the approval of LESSOR, not to be unreasonably withheld. The LESSEE may place a gate, as depicted on Exhibit B, at the entrance to LESSEE'S enclosure. A gate on the access driveway shall not be permitted. Electronic security devices may also be installed by LESSEE at LESSEE'S expense, provided such devices are not designed to injure or cause harm to one who activates such device. Additionally, no dogs may be used for security measures unless they are leashed and accompanied by a handler.

All security improvements shall be at LESSEE'S expense and the installation of all such improvements shall be at the discretion and option of the LESSEE with LESSOR'S prior approval, not to be unreasonably withheld. LESSEE will remove all security measures, including fencing, at the conclusion of the lease unless LESSOR in writing indicate such items may remain.

7. CONDITION OF THE SITE

a) LESSEE indicates it has been on the site and preliminarily determined it is suitable for the purposes stated herein. LESSEE indicates it will maintain its own property and the Leased Premises in a good condition, reasonable wear and tear excepted. LESSEE agrees not to use any portion of the Leased Premises for storage of any materials or equipment and further agrees that it will maintain the exterior finishes of all buildings, equipment and appurtenances in a good condition.

b) LESSOR understands that LESSEE shall not be able to leave the site in exactly the same condition at lease termination as on the day it accepted the Leased Premises. However, LESSEE expressly agrees that it will remove all debris, utilities, buildings, contamination, pavement, equipment and all related appurtenances at the time the lease is terminated, unless LESSOR, in writing, agrees to accept same. LESSEE, however, will not be required to remove any contamination identified in any baseline environmental audit performed prior to any installations at the Leased Premises as LESSEE has not used such site prior to this Agreement

and, therefore, has not contributed to the baseline conditions described in any such audits. This exclusion shall apply only if said audits are provided to LESSOR prior to any such installations at the Leased Premises and if LESSOR has raised no objections to same within a reasonable time thereafter. Any such audits, once available, shall be attached to this lease as Exhibit "E."

Further, as the Leased Premises is on a slope consisting of soil prone to erosion, LESSEE agrees that upon removing any equipment from the Landfill site, it will take appropriate measures to protect the ground surface of the site, as approved by LESSOR, including, filling of any ruts, reseeded of any affected surfaces, and installation of erosion controls. These requirements shall survive the termination of the lease and shall be completed to the satisfaction of LESSOR.

c) In the normal course of operating or maintaining their equipment, LESSEE may cause damage to the surrounding site. If so, LESSEE shall notify LESSOR and shall, thereafter, have a reasonable amount of time to correct the problem. If LESSEE is unaware of the damage and LESSOR become aware of same, LESSOR shall provide notice to LESSEE of the damage and LESSEE shall have, except in an emergency situation, a reasonable amount of time to correct the problem.

d) LESSEE is aware that to the south and downhill from the Leased Premises the LESSOR has a number of monitoring wells required by a regulatory agency. LESSEE shall engage in no activity during the term of this Lease which could jeopardize the integrity of such wells, contaminate such wells or otherwise adversely affect same. LESSEE is not permitted to leave any chemicals or petroleum products on the Leased Premises.

e) LESSEE is aware that the Landfill is regulated by various governmental agencies. Should it be determined by any of such agencies that the LESSOR is in violation of any of their rules, regulations or statutes by virtue of the activities of LESSEE on the site, upon notice of same from LESSOR, LESSEE shall immediately cease and desist from any such activity.

8. MONOPOLE REHABILITATION and PAINTING

At such time as LESSEE is required to rehabilitate or paint its equipment on the Leased Premises, LESSEE shall provide at least forty-five (45) days notice to LESSOR of its intention to do so. LESSEE shall exercise due care in painting of its monopole, equipment, building and related items so as not to create a spill or overspray that might adversely affect the Landfill, the environment or personal or real property owned by LESSOR, LESSOR'S personnel, adjoining property owners, or visitors. LESSEE shall promptly, upon notification of a violation of this agreement provision, clean up the overspray or spill and dispose of same as required by law.

9. WASTES

LESSEE shall not use the Leased Premises for the disposal or storage of any wastes and shall remove any wastes generated on site and place same in a properly licensed waste disposal facility. LESSOR represent that it has no knowledge of any substance, chemical or waste on the Leased Premises that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

10. PERMITS AND APPROVALS

a) Need - It is understood and agreed that LESSEE'S ability to use the leased premises is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities, including without limitation LESSOR'S compliance with Federal Aviation Administration requirements, New York State Environmental Quality Review Act (SEQRA) and/or completion of local legislative action(s) necessary to authorize this Agreement, as well as satisfactory structural and/or soil boring tests which will permit LESSEE'S use of the Leased Premises and site as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE. This, however, does not prohibit the LESSOR from negotiating with other parties that may be interested in leasing a portion of the Landfill. Further, this shall not prohibit the installation of other telecommunications company's equipment on the Landfill prior to LESSEE herein if LESSEE does not diligently pursue the permits and approvals it needs.

b) Failure to Obtain Permits: In the event that any of LESSEE'S applications for necessary permits or approvals should be finally rejected, or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority, with no ability by LESSEE to renew same, or structural/soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the leased premises for its intended purposes or the LESSEE determines that the leased premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Upon such termination, the rent shall be prorated and all prepaid rent shall be refunded.

c) LESSEE shall obtain and, thereafter, comply with any necessary zoning variances and the conditions thereof.

d) LESSEE shall obtain and, thereafter, comply with any necessary planning approvals and the conditions thereof.

11. LESSEE'S ADDITIONAL OBLIGATIONS

a) No materials may be used in the construction or installation of the foundation, monopole, antennas or transmission lines or other equipment that will pollute or contaminate the Leased Premises or the adjoining Landfill Site.

b) Installation, maintenance and operation of LESSEE'S equipment, building or related appurtenances shall in no way damage or interfere with the LESSOR'S use of the Landfill for municipal waste disposal purposes.

c) If the LESSEE causes damage to any facility owned by LESSOR, LESSEE agrees to repair such damage with reasonable promptness at its own cost and expense.

d) LESSEE agrees to maintain its antennas, transmission lines and other appurtenances in proper operating condition and in satisfactory condition as to appearance and safety.

e) LESSEE is aware that LESSOR currently operates an a Global Positioning System, a computer system, an 800 MHz communications system, and a separate commercial communications system at the Landfill site. Various components of these two systems are currently located at the Landfill site. LESSEE agrees to install wireless communications equipment of the type and frequency which will not cause interference to such systems or to any neighboring landowners. If a neighboring landowner should indicate that interference exists, such interference can be investigated by a third party mutually acceptable to LESSOR, LESSEE and the party complaining of such interference. The cost of such verification shall be borne solely by the party complaining of such interference. In the event it is verified that LESsee's equipment causes interference to LESSOR'S equipment or to a neighboring landowner, LESSEE will take all steps necessary to correct and eliminate the same . LESSEE will be permitted a reasonable amount of time to correct the problem. LESSOR may terminate this agreement if LESSEE fails to correct the problem.

g) All installations and operations in connection with this agreement by LESSEE shall be in accordance with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable codes and regulations of the Town of Colonie, Albany County and State of New York.

h) Notwithstanding anything contained herein to the contrary, LESSOR reserves the right to terminate this lease if it shall reasonably determine, in a manner consistent with applicable law, that the leased premises is needed for municipal sanitation or landfill purposes. In making this determination, LESSOR shall first consider whether temporary and/or permanent relocation of LESSEE'S communications facility on the Leased Premises, the Landfill site, or other Town owned property is feasible, and cooperate with LESSEE in the facilitation and approval of same. If ground space is available on the Landfill site, then LESSOR shall provide same, under the same terms and conditions as set forth in this Agreement, for LESSEE to erect a temporary structure (i.e. Cell on Wheels) necessary to provide uninterrupted PCS service, until such time as LESSEE is able to secure an alternate site for placement of a new PCS facility. This rent schedule will continue on a month-to-month basis, and in no event shall continue for more than eighteen (18) months after termination of the Agreement. LESSOR shall provide LESSEE with twelve (12) months advance written notice of any termination under this subparagraph, except in an emergency situation in which case reasonable notice under the circumstances will be provided.

i) LESSEE shall provide to LESSOR, upon final installation of all utilities and physical additions to the Leased Premises and surrounding Landfill site, a record map/plan depicting the exact and final location of all such utilities/additions/improvements. Such map/plan shall be certified by a New York State licensed professional engineer who, additionally, shall provide a separate document certifying that all the contemplated work was completed in accordance with the approved plans. The record map/plan and related certifications may be included in Exhibit "B". LESSEE may consolidate its map/plan with that of another lessee on the site, as long as sufficient clarity and accuracy is maintained.

j) The following items, although separate obligations pursuant to this lease, may also be included in any future leases LESSOR executes with telecommunications providers for use of the Landfill site. LESSOR shall not, however, be obligated to seek enforcement of these obligations against any particular lessee. Rather, each lessee, including LESSEE herein, shall be separately and independently responsible for these items. Conversely, LESSOR understands that LESSEE may join with the other lessees to hire one firm to address these items. In such instances, the LESSOR shall direct its' inquiries and comments to said contractor(s) prior to contacting LESSEE, assuming notice of such contractors involvement has been provided to LESSOR.

- 1) Construction fencing will be installed at the conclusion of each day to warn the general public of any hazards. This shall not be required for any work being done within a fenced enclosure.
- 2) LESSEE is aware that the proposed access route from the employee parking lot to the Leased Premises is undeveloped, on a slope and contains unstable soils. Consequently, unless a roadway is developed prior to construction, this area may be unsuitable for vehicles or heavy equipment. Further, a water pipeline crosses the path of the proposed driveway. Thus, this route may be inappropriate for the transport of certain equipment to the site, necessitating the use of helicopters, or other equipment to place the equipment into the Lease Premises.
- 3) The construction drawings depict an existing employee parking area from which an access roadway shall extend to the Leased Premises. A fire hydrant is located at the intersection of the proposed driveway and the existing parking area. LESSEE shall design such driveway so vehicles avoid the fire hydrant and shall provide appropriate protection for same.
- 4) LESSEE shall be permitted to develop an access roadway as depicted on Exhibit "B". LESSOR shall be permitted to use any roadway developed, as shall any future lessee at the site. The roadway shall be constructed as per the engineering drawings approved by LESSOR.
- 5) LESSEE shall maintain its' access roadway in a good and passable condition for Lessee's own purposes. LESSEE shall be under no obligation to snowplow such roadway. LESSEE'S maintenance obligations shall continue until such time that LESSOR agrees to accept such maintenance responsibilities, or the lease is terminated. Although not responsible for day to day maintenance of LESSOR'S employee parking lot or the roadways located between same and Loudon Road, should LESSEE use such access for heavy construction type vehicles and, consequently, damage same, it shall repair the damage caused.
- 6) Any access road shall be of the size and in the location depicted in Exhibit B. Any parking or turnaround area will also conform with Exhibit B. The new roadway and parking/turnaround area shall be, at a minimum, constructed of crusher run gravel at a thickness of six (6) inches. If the roadway is to be paved, it shall have an equivalent base in both thickness and construction. Although not required, stabilization fabric is recommended. Adequate drainage facilities shall be installed

so as to maintain or improve existing drainage flows and patterns. LESSEE shall provide a swale at the bottom of the proposed new access roadway so drainage waters currently flowing or sheeting downhill will be able to gain access to the existing catch basin located on the opposite side of the proposed new access roadway. No additional drainage waters shall be permitted to flow on to the existing employee parking lot.

- 7) All underground electric, telephone, sanitary sewer, storm sewer and water lines on the site shall be protected from damage. This provision shall include the water line which is known to traverse the area proposed to be used for access by LESSEE.
 - 8) All plantings shall be installed, or removed, as depicted on Exhibit "B". Future modifications of the landscaping are permitted, upon obtaining prior approval from LESSOR.
 - 9) All disturbances, modifications and repairs to the lawn, drainage patterns, roadway, etc. shall be made so as to minimize any changes to the existing drainage contours and patterns. However, under no circumstance will drainage flows on to adjoining properties be permitted to increase from their current status. Further, such disturbances shall all be repaired in a good and workmanlike manner at the conclusion of the equipment installation. Lawns will not have to be replaced with sod, as seed is acceptable to LESSOR, unless it is necessary to plant sod in some locations to prevent erosion. If appropriate, LESSOR may grant an extension of time to complete these items if the weather does not permit completion of same.
 - 10) Any equipment installed on the monopole shall be painted to match same.
 - 11) Construction times shall be limited to after 10:00 a.m. on Saturday, and after 11 a.m. on Sunday. Construction activities that create excessive noise shall not start until after 7:30 a.m. on any day or continue after 5:00 p.m., in consideration of the residential properties located nearby.
 - 12) Erosion controls shall be used, if necessary.
 - 13) All known utilities shall be depicted on Exhibit "B".
 - 14) The access roadway to be constructed shall be designed so that any vehicle driving towards the employee parking lot has adequate space to stop, especially during icy weather, and not slide into a vehicle in said parking area.
- k) If LESSEE installs an emergency generator, or other such mechanical equipment which creates noise that can be heard outside of the structure within which it is installed, LESSEE shall not test same except between the hours of 9 a.m. to 5 p.m. from Monday to Friday.
- l) LESSEE shall paint any tower or monopole to be installed on the Leased Premises an unobtrusive color.

m) LESSEE shall regrade and reseed any disturbed areas by October 1, 1998, unless the site work is not completed. In such case, regrading and seeding shall be accomplished in the Spring of 1999. Erosion controls shall be maintained until, at a minimum, the grass is reestablished.

n) Although LESSEE shall be constructing a tower which is fifty (50) feet in height, it will construct and design such tower and its foundation to accept a twenty (20) foot extension, for a total height of seventy (70) feet, and the equipment of two (2) additional carriers. The cost and construction of the twenty (20) foot extension and of the additional carriers' equipment shall not be LESSEE'S. Rather, it shall be borne by the carrier(s) which desires to co-locate on the tower. This provision of the Agreement is intended to satisfy a requirement imposed upon LESSEE herein by the Town of Colonie Planning Board pertaining to co-location by other carriers.

o) LESSEE shall provide to LESSOR'S employees at No. 1315 Loudon Road one session with an expert in the telecommunications field at which time such employee's may address their questions pertaining to the equipment being installed herein. LESSEE shall coordinate the date, time and acceptability of the proposed expert with Mr. F. Joseph Stockbridge, Director of the Environmental Services Division of the Town of Colonie Department of Public Works.

12. LESSOR'S ADDITIONAL OBLIGATIONS

a) LESSOR covenants that it will keep the Landfill site in good repair and operate same as required by all applicable laws, rules and regulations. LESSOR shall also comply with all rules and regulations enforced by the Federal Aviation Administration with regard to the lighting, marking and painting of LESSOR'S buildings and towers, except that LESSEE shall be responsible with regard to lighting, marking and painting of Lessee's equipment, building and related appurtenances.

b) LESSOR agrees that any other tenants of the Leased Premises who in the future take possession of all or any part of LESSOR'S Landfill site will be permitted to install only such communications equipment that is of the type and frequency which will not cause interference to LESSEE. In the event any such tenant's equipment causes such interference, LESSOR will intervene on LESSEE'S behalf and require that the party causing said interference take all steps necessary to correct and eliminate same. LESSOR may decline to intervene if LESSEE has alternate remedies available pursuant to the Telecommunications Act of 1996, or any other similar statute.

LESSEE expressly understands that LESSOR may negotiate a lease agreement with another company to permit same to place equipment on the Landfill site. LESSEE agrees that it will cooperate with any such company so that it, along with LESSEE, can place its' equipment on the site. However, such cooperation does not include relocation of Lessee's antennas, cables, or ground level equipment from their original locations. Further, LESSOR will notify LESSEE of any proposals to place additional telecommunications equipment on the Landfill site and provide sufficient time for review of such proposals.

Whenever a dispute arises because of interference, it shall be preferred to resolve same in such a way so that all parties can continue to operate at the site. If necessary, LESSOR shall apply the priority system commonly used in the communications industry and nullify the lease of any lessee subsequent to LESSEE herein.

c) Under this Agreement, the LESSOR assume no responsibility for the licensing, operation, and/or maintenance of Lessee's wireless equipment.

d) LESSOR agrees it will execute any manifests required for the off site disposal of any soil or waste materials excavated at the Leased Premises by LESSEE.

13. INDEMNIFICATION

LESSOR and LESSEE shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of each party's respective use and occupancy of the leased premises or the parcel of which the leased premises is a part, by the parties, their servants, agents and invitees. This indemnity does not apply to any claims or damages as may be due to or caused by the intentional misconduct, negligent acts, or omissions by the employees, servants or agents of the indemnified party. This clause shall survive termination of this lease agreement.

14. GOVERNMENTAL ACTION; ACTS OF GOD

a) Governmental Action - If LESSOR must use the Leased Premises for municipal sanitation or landfill purposes, or, is required to remove equipment on the Leased Premises by any governmental agency, this lease shall be declared null and void and all rents shall be prorated and refunded accordingly. In the event of such termination, LESSOR agrees to offer for lease to LESSEE, upon the same terms and conditions of this Agreement and for the unexpired term of this Agreement, other space at the Landfill site, if permitted by all applicable statutes.

b) Acts of God - Neither LESSEE nor LESSOR will be responsible to the other for any special, indirect or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts by Government agencies; strikes; labor disputes; fire; thefts; vandalism; riots or war; or unavailability of parts, materials or supplies.

15. INSURANCE

LESSEE agrees to procure and maintain without additional expense to the LESSOR insurance of the kinds and in the amounts provided below. Before the Commencement Date LESSEE shall furnish to the LESSOR, a certificate or certificates, showing that the required insurances are in effect, that the insurances cannot be canceled or changed until fifteen (15) days prior written notice had been given to the LESSOR.

a) General Liability including comprehensive form, contractual, premises/completed operations and broad form property insurance with limits of not less than: Bodily Injury and Property Damage- \$1,000,000 for each occurrence; \$2,000,000 - Annual Aggregate.

b) Worker's Compensation and Employees Liability Insurance - A policy or policies providing protection for Employees of the LESSEE in the event of job related injuries.

c) Automobile Liability Policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$1,000,000 for damage because of injury the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

16. TERMINATION

a) Notwithstanding anything to the contrary contained herein, and provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

b) LESSEE, upon any termination of the Agreement, shall, within ninety (90) days, remove its building(s) (footings excluded), tower, monopole, antenna structures, fixtures and all personal property and otherwise restore the Property to its original condition, subject to the conditions delineated in paragraph 7 (b) above, reasonable wear and tear excepted.. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

c) Any notice provided by LESSEE or LESSOR when exercising their respective rights to terminate this agreement shall be provided to the other party in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice. Upon proper termination, this Agreement shall become null and void and both parties shall have no further obligations, including the payment of money except for any rent arrears, to each other, except to the extent LESSEE has the earlier delineated obligations to remove its equipment, tower, monopole, building and appurtenances, and, to repair any structural deficiencies or other surfaces disturbed by the installation or removal of its equipment, reasonable wear and tear excepted.

17. SALE OF LANDFILL

Should the LESSOR, at any time during the term of this Agreement, decide to sell or lease all or any part of the Leased Premises (the Leased Premises to include only the parcel leased hereunder) to a lessee or purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE'S rights hereunder, and any sale by the LESSOR of the portion of the property underlying the leased premises or utility access granted herein shall be under and subject to the right of the LESSEE in and to such access.

18. RIGHT OF QUIET ENJOYMENT

LESSOR hereby covenants that LESSEE, on paying the rent and performing the covenants, shall peaceably and quietly have, hold and enjoy the leased Property.

19. TITLE

a) LESSOR covenants that it is seized of good and sufficient title and interest to the leased premises and has full authority to enter into and execute this Agreement. LESSOR further states that there are no covenants, easements or restrictions which prevent the use of the Leased Premises by the LESSEE as set forth above.

b) In the event LESSOR does not have clear title or authority as set forth herein or there are liens, judgments or other impediments to LESSEE'S use, LESSEE may, in its sole discretion (i) withhold rental payments until such time as LESSOR demonstrates that it has clear title or authority and/or there are no liens, judgments or impediments to LESSEE'S use; (ii) deduct the costs of correcting such defect(s) from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR; or (iii) terminate this Lease immediately and LESSOR will return all pre-paid rent to LESSEE.

20. NO OTHER AGREEMENTS

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

21. GOVERNING LAW

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of New York.

22. ASSIGNMENT

In a manner consistent with General Municipal Law Section 72-p and provisions of the Omnibus Budget Reconciliation Act of 1993 prohibiting any state or local regulation of market entry of commercial or private mobile services [47 U.S.C. section 332(c)(3)(A)], this Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE'S principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE'S assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be

arbitrarily or capriciously withheld, delayed or conditioned. In all cases of assignment, LESSEE shall provide LESSOR with reasonable notice of same.

23. NOTICE

All notices hereunder, except notice of termination as described in paragraph 16 (b) above, must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSOR: TOWN OF COLONIE
Memorial Town Hall
534 Loudon Road
P.O. Box 508
Newtonville, New York 12128-0508
Attention: Town Attorney

LESSEE: SPRINT PCS
East Regional Office
Crossroads Corporate Center
1 International Boulevard
Mahwah, NJ 07495

with a copy to:

Sprint Spectrum L.P.
4900 Main Street, 12th Floor
Kansas City, MO 64112
Attn: Legal Department
Business Law Group (Real Estate)

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. DEFAULT

In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default, and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) days period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph,

unless shorter time periods are delineated elsewhere in this agreement. This provision shall be inapplicable in all cases of emergency or where waiting for the aforementioned time frames will create a risk to the public's health, safety or welfare.

25. SUCCESSORS

This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

26. SUBORDINATION

At LESSOR'S option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the leased premises or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this agreement in the event of a foreclosure of LESSOR'S interest and also LESSEE'S right to remain in occupancy of and have access to the leased premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the leased premises is encumbered by a mortgage or other security interest, the LESSOR, immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

27. MEMORANDUM OF LEASE AGREEMENT

LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

28. LESSOR'S REPRESENTATIVE

The ENVIRONMENTAL SERVICES DIVISION OF THE DEPARTMENT OF PUBLIC WORKS shall be the primary contact for LESSEE. LESSEE shall have no obligation to seek a separate approval from the LESSOR for day to day operations at the Landfill site, as long as LESSEE has obtained approval for the item in question from an authorized ENVIRONMENTAL SERVICES DIVISION representative.

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

LESSOR: TOWN OF COLONIE

LESSEE: SPRINT SPECTRUM L.P.

By: Mary Brizzell
Mary Brizzell, Town Supervisor

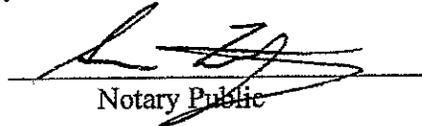
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By: Don Jewell
Don Jewell
Director, Site Development - NE 15

ACKNOWLEDGMENTS

STATE OF NEW YORK }
COUNTY OF ALBANY }Ss.:

On this 28th day of Dec. 1998, before me personally appeared MARY E. BRIZZELL, to me known, who being duly sworn, did depose and say she is the Town Supervisor of the TOWN OF COLONIE, and which executed the above instrument; and that she signed her name thereto by order of the Town Board of the Town of Colonie.


Notary Public

ARNIS ZILGME
Notary Public State of New York
Qualified in Albany County
Commission Expires DEC. 31, 1998

STATE OF New Jersey }
COUNTY OF Bergen }Ss.:

On this 1st day of January 1999, before me personally came Den Weller to me known, who, being duly sworn, did depose and say that he is Dir., Sit Dev-NE of Sprint Spectrum, L.P., the limited partnership described in and which executed the above instrument; and that he signed his name thereto by order of the members of said limited partnership.

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


Notary Public

EXHIBIT B

Site Name: Colonie Landfill

Site #: AL03XC013

Memorandum
of
PCS Site Agreement

This memorandum evidences that a lease was made and entered in to by written PCS Site Agreement dated January 16, 1998 between the Owner described below and Sprint Spectrum L.P. ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSSLP a certain site ("Site"), consisting of approximately 2,400 square feet of space within the property of Owner which is described in Tax Map No. 2.3-2-6 and identified in Exhibit A hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of ten (10) years commencing on the date this document is executed by SSSLP, which term is subject to three (3) additional five (5) year extension periods by SSSLP unless SSSLP provides ninety (90) days notice not to renew prior to the termination date of the initial lease period or any subsequent extension period.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

The Town of Colonie,
a New York Municipal Corporation

"SSLP"
Sprint Spectrum L.P.

Dated: December 28, 1998

Dated: 1/7/99

By: Mary E. Brizzell

By: Don Mueller

Name: Mary E. Brizzell
Title: Town Supervisor

Name: Don Mueller
Title: Director, Site Development-NE

Address:

Memorial Town Hall
534 Loudon Road, P.O. Box 508
Newtonville, New York 12128

Crossroads Corporate Center
1 International Boulevard, Suite 800
Mahwah, New Jersey 07495

STATE OF NEW YORK)
)ss.:
COUNTY OF ALBANY)

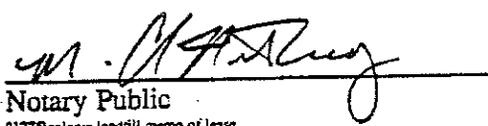
On the 28th day of December in the year 1998, before me personally came MARY E. BRIZZELL, to me known, who, being by me duly sworn, did depose and say that she resides in Nortonville; that she is the Town Supervisor of the Town of Colonie, the corporation described in and which executed the above instrument; and that she signed her name thereto by authority of the Town Board of the Town of Colonie.


Notary Public

ARTHUR ZILGME
Notary Public State of New York
Qualified in Albany County
Commission Expires Dec. 31, 1999

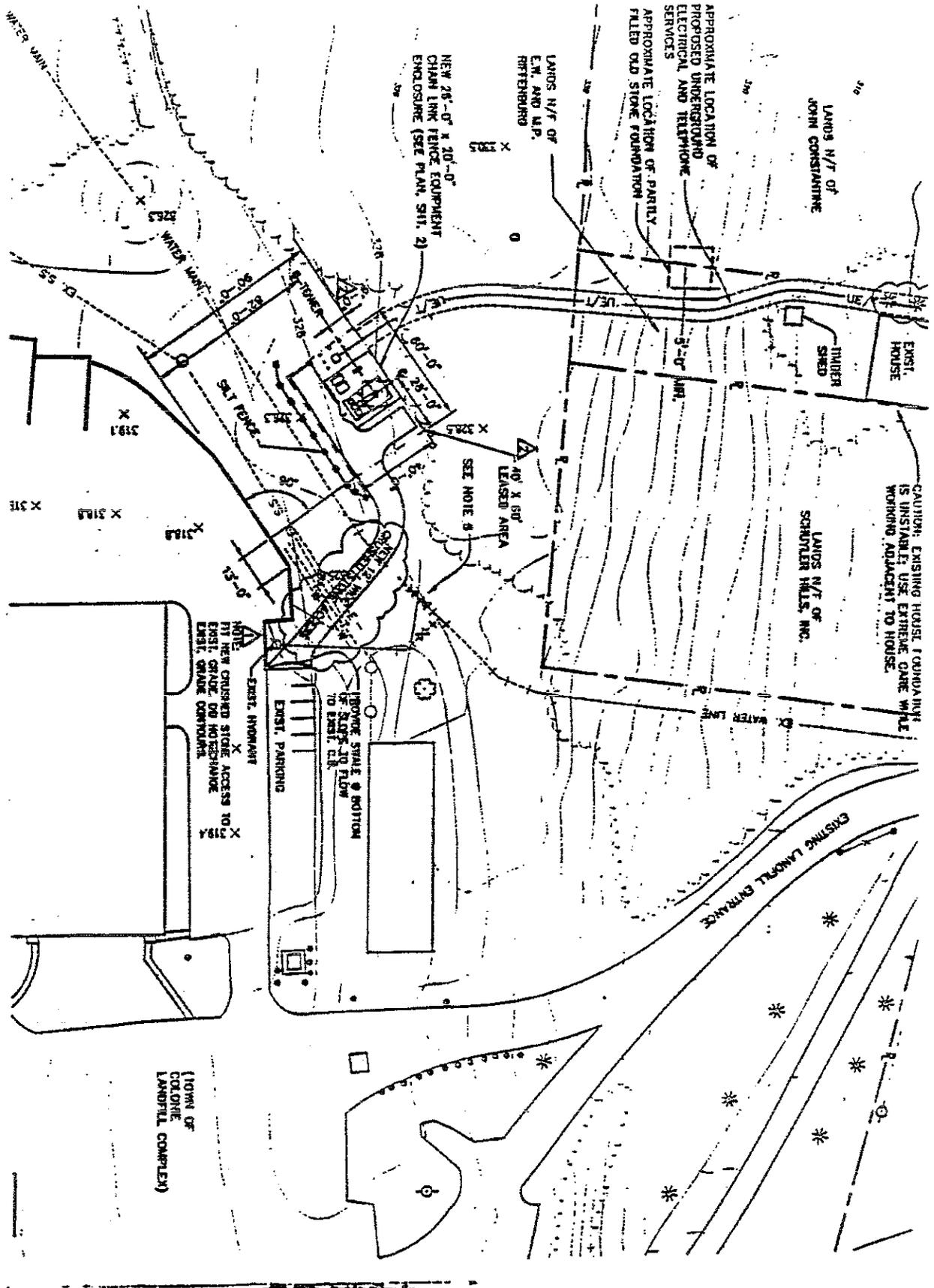
STATE OF NEW JERSEY)
)ss.:
COUNTY OF BERGEN)

On the 7th day of January in the year 1999, before me personally came Don Muelter to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Orange County (if the place of residence in a city, include the street and street number, if any, thereof); that he/she/they is/are the Director (president of other officer or director or attorney in fact duly appointed) of SPRINT SPECTRUM L.P., the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.


Notary Public

01275colonus landfill memo of lease

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



SITE PLAN

SCALE: 1"=40'

EXHIBIT "A"