



TOWN OF HENRIETTA  
Site Plan Application

APPLICATION NO. \_\_\_\_\_

PLANNING BOARD

OR ADMINISTRATIVE

DATE: June 6, 2024

I (we) Brenda Blask-Lewis of Centerline Communications - c/o 763 Eatonville Rd.  
Name of Applicant / Business Business Address (Number & Street)

Herkimer, New York 13350 hereby apply to the Planning Board for  
Town, State, Zip

Site Plan Review OR Other: \_\_\_\_\_

on property located at 230 Pinnacle Rd. R-1-20 / Tax Exempt  
(Street & Number) (Zoning District & Tax Account No.)

Previous Reviews, if any, Date: None Number: N/A

DESCRIPTION OF PROPOSAL: \_\_\_\_\_  
AT&T proposes to construct a 90-foot monopole tower (overall height 94 feet) with a caisson foundation within a 20-foot by 20-foot lease area. Support equipment and a backup generator will be installed on concrete pads within the fenced-in lease area.

**Applicant:** Centerline Communications, as agent for AT&T  
Address: c/o 763 Eatonville Road  
Herkimer, New York 13350

Phone #: [REDACTED]

Email: [REDACTED]

**Property Owner:** Henrietta Fire District  
Address: 850 Bailey Road  
West Henrietta, NY 14586

Phone #: [REDACTED]

Email: [REDACTED]

**Engineer/Architect:** Costich Engineering  
Address: 217 Lake Avenue  
Rochester, NY 14608

Phone #: [REDACTED]

Email: [REDACTED]

**Business Owner:** Centerline Communications, LLC  
Address: 750 West Center Street  
West Bridgewater, MA 02379

Phone #: [REDACTED]

Email: [REDACTED]

Applicant Signature: *Brenda Blask-Lewis* Print Name: Brenda Blask-Lewis

**Statement of Applicant and Owner with Respect to Reimbursement  
of Professional and Consulting Fees**

In conjunction with an application made to the Town of Henrietta, the undersigned states, represents and warrants the following:

- 1) I/We am/are the applicant and owner with respect to an application to the Town of Henrietta.
- 2) I/We have been advised of, are aware of and agree to comply with the obligation to reimburse the Town of Henrietta for any and all professional and consulting fees incurred by the Town in conjunction with this and any other applications by me/us, including but not limited to engineering and/or legal fees, all as more fully set forth in the Henrietta Town Code.
- 3) I/We have been provided with, or have otherwise reviewed the Henrietta Town Code provisions related to the obligation to reimburse the Town with respect to professional and consulting fees, and agree to comply with the same.
- 4) I/We understand that this obligation shall not be dependent upon the approval or success of the application.
- 5) I/We further agree that in the event the Town of Henrietta is required to refer for collection an outstanding debt for such professional and/or consulting fees due to the Town of Henrietta, I/we shall be obligated to pay the reasonable attorney's fees incurred as a result of the Town's efforts to collect such fees. Reasonable attorney's fees shall also include any and all disbursements that may result from the commencement of litigation.
- 6) Each party to the application, including the applicant and the owner, shall be jointly and severally liable for all consulting and professional fees and expenses incurred in conjunction with the application.

Applicant/Business Owner: Centerline Communications, as agent for AT&T

By: Brenda Blask-Lewis

Title: Site Acquisition Consultant

Dated: June 6, 2024

Signed: 

Property Owner: Henrietta Fire District

By: Francis Joseph Martin, Jr.

Title: Commission Chair

Dated: \_\_\_\_\_

Signed: \*See redacted copy of fully signed leased attached.



June 7, 2024

Town of Henrietta Planning Board  
Office of Building, Planning and Zoning  
c/o Engineering Department  
475 Calkins Road  
Henrietta, NY 14623

Re: New Cingular Wireless PCS, LLC ("AT&T") // Letter of Intent of the proposed installation of a wireless telecommunications facility located at 230 Pinnacle Road in the Town of Henrietta

Dear Members of the Planning Board:

AT&T proposes to construct a 90-foot monopole tower (overall height 94-feet) with a caisson foundation within a 400 square foot (20'x20') lease area located near the east side of the fire department building located at 230 Pinnacle Road. Support equipment and a backup generator will be installed within the lease area on a 14'x20' concrete slab. Also included in the scope of work is the installation of a concrete sidewalk extending from the door on the east side of the building to the existing driveway.

The purpose of this proposed site is to fill a gap in coverage and provide new dominate 4G LTE coverage and enhanced capacity to northeast Henrietta, particularly to serve the residences, businesses, churches, and colleges, in the areas between West Jefferson Road to the north, along Pinnacle Road, south to Calkins Road.

Sincerely,

A handwritten signature in blue ink that reads "Brenda Blask-Lewis".

Brenda Blask-Lewis  
Site Acquisition Consultant

763 Eatonville Road  
Herkimer, NY 13350



763 Eatonville Road  
Herkimer, NY 13350



\*

June 7, 2024

*UPS Tracking #1Z 9Y4 503 NP 0090 5015*

Town of Henrietta Planning Board  
Office of Building, Planning and Zoning  
c/o Engineering Department  
475 Calkins Road  
Henrietta, NY 14623

RE: New Cingular Wireless PCS, LLC ("AT&T")  
Site Plan Application and Tower Permit Application ("Application") for the Installation of a  
Telecommunications Facility and Related Equipment to be located at 230 Pinnacle Road,  
Town of Henrietta ("Site")  
Site Name: Henrietta East / FA #12926742

Dear Members of the Planning Board:

New Cingular Wireless PCS, LLC ("AT&T") proposes to construct a public utility telecommunications facility to be located at 230 Pinnacle Road (the "Site") on property owned by the Henrietta Fire District. The Site is necessary for AT&T to address a coverage gap within its network in and around the areas between West Jefferson Road to the north, along Pinnacle Road, south to Calkins Road (collectively, the "Targeted Service Area").

AT&T is considered a public utility in New York for zoning purposes and is licensed and regulated by the Federal Communications Commission. AT&T is responsible for providing wireless telephone service to emergency services, businesses and individuals in the Town of Henrietta. AT&T is currently upgrading its network to fill a gap in coverage in its public utility telecommunications service to the residents, businesses, and visitors in northeast Henrietta due to customer demand. The upgrades to its network will also provide new dominant 4G LTE coverage and enhanced capacity to the Targeted Service Area. In order to provide reliable and adequate wireless service to the Targeted Service Area, AT&T must place a telecommunications facility in a technologically appropriate location.

Specifically, the proposed facility consists primarily of the construction of a 94-foot monopole wireless telecommunications facility (with a proposed 4-foot lightning rod), as well as the placement of twelve (12) panel antennas and related equipment at a centerline height of 90-feet on the tower. Cabling will run down the tower and connect the antennas to AT&T's equipment cabinets and back up generator located on concrete slabs near the base of the tower. The tower, concrete slabs, related equipment and generator will be located on the east side of the building within a 20' by 20' lease area.

AT&T submits the exhibits and enclosures below in support of its application for site plan approval and tower permit from the Planning Board.

- Exhibit 1 Site Plan Checklist
- Exhibit 2 Site Plan Application
- Exhibit 3 Letter of Intent and Project Description

- Exhibit 4 Compliance with Telecommunications Act of 1996
- Exhibit 5 SEQRA Environmental Assessment Form
- Exhibit 6 Site Selection Analysis
- Exhibit 7 RF Justification
- Exhibit 8 Propagation Maps
- Exhibit 9 Redacted Land Lease Agreement signed by the Henrietta Fire District
- Exhibit 10 FCC licenses
- Exhibit 11 TOWAIR determination

Also enclosed are the following:

- 23 sets of 22"x34" signed and stamped Zoning Drawings (*\*to be delivered by Costich Engineering*);
- 23 copies of this application; and
- Checks payable to the Town of Henrietta in the amount of \$150 (Site Application fee), and \$700 (Engineering Review fee).

If submission to Monroe County is required under General Municipal Law Section 239-m, please send a full copy of this application for review and comment.

Please note that on November 18, 2009, the Federal Communications Commission ("FCC") issued a ruling requiring that a reviewing authority has 150 days from the date of application for a new tower to render a decision on the application. See FCC Declaratory Ruling, 24 FCC red. 13994, 14006 (¶ 45) (2009) (Shot Clock Ruling). Pursuant to the Shot Clock Ruling, as well as a subsequent FCC Report and Order issued on October 21, 2014, concerning the Shot Clock', a reviewing authority must notify the applicant in writing within thirty (30) days as to whether its application is incomplete, and any request for additional information must specify the code provision, ordinance, application instruction, or otherwise publicly-stated procedures that require the information to be submitted.

We look forward to discussing this project with the Board. If you have any questions, please contact me at the number below.

Sincerely,

*Brenda Blask-Lewis*

Brenda Blask-Lewis  
Site Acquisition Consultant



Enclosures



## SITE PLAN CHECKLIST

PROJECT NAME: Henrietta East (12926742)

APPLICATION No. \_\_\_\_\_

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- 1 Acceptable plans size to match the New York State Legal Filing Size (22" x 34"), prepared with india ink on mylar.
  
- 2 Except in the simplest form of site plan application, the proposal package should contain at least the following drawings:
  - a. Site Plan
  - b. Utility Plan
  - c. Grading Plan
  - d. Landscape Plan
  - e. Lighting Plan
  - f. Profiles and Construction Details
  - g. Building Elevations
  
- 3 The Title Block should contain the following:
  - a. Proposed Name of Development
  - b. Location of Development
  - c. Name, Address, and Telephone Number of Developer or Applicant
  - d. Name, Address, and Seal of Engineer, Architect, and/or Land Surveyor
  
- 4 Show General Location Map (sketch). North should be located at the top of the drawing.
  
- 5 A scale of not more than fifty feet to the inch is to be used.
  
- 6 Show names and tax account numbers of adjacent lands.
  
- 7 Indicate zoning by note. If more than one area, delineate the zoning on the plan view.
  
- 8 By plan note, list all variances and special permits accompanied by Application Number and approval date.
  
- 9 Show dimensions and bearings or angles of all property boundary lines. Show area to nearest square foot and 0.00+ acres
  
- 10 Show a tie distance from the proposed site to nearest road intersection
  
- 11 Show location width and type of all existing and/or proposed easements on the plan. Also, tabulate all of the easements on the plan and key by identifying numbers.



## SITE PLAN CHECKLIST

PROJECT NAME: Henrietta East (12926742)

APPLICATION No. \_\_\_\_\_

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- 12 All State, County, and Town Survey Monuments on the site and within 100 feet of the site must be shown. Indicate on the plan the proposed protection from damage for the "on site" monuments. If no monuments exist on the site, a certification to that affect shall be placed on the plan by the surveyor.
- 13 A Letter of Credit in the amount of \$1,000.00 per monument will be required as protective measure for all Town, County, State, and Federal Monuments on site or those affected by the proposed construction.
- 14 List the names of existing streets, their legal width, and jurisdiction.
- 15 Show all existing driveways (curb cuts) within two hundred (200) feet of the proposed development as well as driveways (curb cuts) within two hundred (200) feet on the opposite side of the road.
- 16 Show planned use for the proposed structure (i.e. office etc).
- 17 Show proposed and/or existing setbacks.
- 18 Show parking requirements (indicate the proposed and required).
- 19 Show the fire lanes.
- 20 The Landscaping Plan must be of the same scale as the Site Plan and contain the following minimums:
  - a. To scale plot of proposed trees and/or shrubs
  - b. The plan must contain a table of quantities. *See Appendix for proper requirements.*
  - c. Enlargement details for areas of proposal that are not legible at the plan scale.
  - d. The Planning Board requires that the Landscape Plan be signed off by a Licensed Landscape Architect or Certified Nursery Professional.
  - e. The Planning Board may also require that the proposed landscape be installed by a Certified New York State Nurseryman.
  - f. The Planning Board may require a Letter of Credit in the amount of the Landscape Contract and that the Letter of Credit be for a two year period to guarantee growth.
  - g. The Planning Board may also require that a Landscape Record Drawing, certified by a Licensed Archited, be provided. (Note: a Letter of Credit will be required to insure completion.)
- 21 All architecture plans must include elevation drawings of the proposed structure and be fully dimensioned, horizontally and vertically.



## SITE PLAN CHECKLIST

PROJECT NAME: Henrietta East (12926742)

APPLICATION No. \_\_\_\_\_

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- 22 Indicate the architectural treatment of the proposed and/or existing buildings, including the type and color of the proposed finish materials. All proposed buildings should have a masonry front (road view) elevation. Renovation to existing buildings will be evaluated on an individual basis.
- 23 Please plan to bring samples of the proposed architectural materials to the meeting.
- 24 The following statement should appear on all Site Plans:  
"As an integral part of this approval, the Planning Board expressly approves the color, textures, and finish of the building as depicted on site elevations or other documents submitted with this application. Any proposed change in color, texture, or finish of the building, from that approved by the Planning Board shall require a re-application for review and approval of the Planning Board."
- 25 A separate Lighting Plan will be provided showing the proposed lighting to the nearest candle power, as measured at ground level. See Appendix.
- 26 Indicate existing and/or proposed lighting locations, including height, type, and wattage. The Planning Board may require that a Lighting Record Plan certified by a Professional Engineer be supplied.
- 27 Show existing and proposed contours based on U.S.C. & G.S. Datum. Reference source of datum and show plan benchmarks. All contours shall be carried a minimum of one hundred (100) feet offsite.
- 28 Show existing drainage system and proposed drainage system. Storm drainage to offsite facilities must be shown on plan and profile to the satisfaction of the Town Engineering Department.
- 29 If the parking lot is to be used for stormwater detention, limits of this area are to be indicated on the site and grading plans.
- 30 Show wetland and buffer zone limits (when applicable).
- 31 Show floodplain and floodway limits (when applicable).
- 32 In plan and profile, show location, size, rim elevations, and all invert elevations of the existing sanitary sewers. Include the nearest manhole on either side of the proposed development.
- 33 In plan and profile, show location of the proposed sanitary sewer systems including sewer systems including proposed laterals (plan only). Include all proposed elevations, grades, pipe





## SITE PLAN CHECKLIST

PROJECT NAME: Henrietta East (12926742)

APPLICATION No. \_\_\_\_\_

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sizes, and details of any water crossings.

- 34 Show location and size of proposed water services and/or watermains including shutoff valves.
- 35 Show location of fire protection systems components.
- 36 Show location of dumpster (when applicable). All dumpsters must be enclosed in a masonry enclosure on three side with a gate on the fourth and shall be finished to match the proposed or existing structure. The closure should not be visible to the public.
- 37 Indicate a curbed landscape mall with a minimum width of twenty (20) feet as required in commercial lands and industrial lands granted commercial use by special permit. Full depth cast-in-place concrete curb or granite curb must be installed.
- 38 The Site Plan must be prepared from a current Instrument Survey (less than 12 months old). The Instrument Survey shall be certified as having been prepared using the current New York State Association of Professional Land Surveyors (NYSAPLS) Code of Practice and the Genesee Valley Land Surveyors Association - Monroe County Bar Association (GVLSA-MCBA) Standards. Credit the Instrument Survey and supply four copies of the map the Town Engineer.
- 39 If the site contains materials to be buried on site, the Burial Area should be outlined on the Site and Grading Plan.
- 40 Site distance, existing and required, must be shown at driveway locations on all main roads. See Appendix.
- 41 Upon Site Plan Approval, a Letter of Credit shall be furnished to ensure site plan improvements and requirements. See Appendix.
- 42 Required supporting data and/or Reports:
  - a. Environmental Assessment Form (one copy)  
(Short Form or Part I Long Form)
  - b. Drainage Report (two copies)
  - c. Traffic Report if required (twelve copies)
  - d. Lighting catalog cuts (copy with each set of plans)
  - e. Architectural Renderings
  - f. Letter of Credit Estimate (one copy).
  - g. Engineering Review Charge and Engineering Site Inspection Charge Form.



# SITE PLAN CHECKLIST

PROJECT NAME: Henrietta East (12926742)

APPLICATION No. \_\_\_\_\_

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See Appendix.

- 43 Thirty (30) sets of folded plans will be required
- 44 Is this project a TYPE I Action? If so, then an additional seven (7) sets of plans will be required for the Coordinated Review process (37 sets of plans total).

Prepared for: \_\_\_\_\_

Name of Developer

New Cingular Wireless PCS, LLC

Company Name

1025 Lenox Park Blvd NE., 3rd Floor

Street Address

Atlanta, GA 30319

City, State, Zip

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\_\_\_\_\_

Date



# SITE PLAN CHECKLIST

PROJECT NAME: Henrietta East (12926742)

APPLICATION No. \_\_\_\_\_

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Telephone Number

Prepared by: Brenda Blask-Lewis  
Name of Consultant

June 6, 2024  
Date

Centerline Communications, LLC  
Company Name

c/o 763 Eatonville Road  
Street Address

Herkimer, NY 13350  
City, State, Zip

[REDACTED]  
Telephone Number

## SITE PLAN CHECKLIST APPENDIX

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- 1 Landscape Table
- 2 Sight Distance Table
- 3 Short Environmental Form
- 4 Letter of Credit Summary
- 5 Plan Review Charge and Site Inspection Charge Form Letter
- 6 Engineering Review Charge and Engineering Site Inspection Charge Form
- 7 Sample Lighting Plan

## LANDSCAPE TABLE

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- 1 The Landscape Table must include identification symbol, quantities, common name, botanical name, caliper for deciduous trees, or heights for evergreen trees, and a remarks column.
- 2 All deciduous trees must be a minimum of 3 inches to 3 1/2 inches in diameter, as measured at caliper (6 inches above ground).
- 3 All ornamental deciduous trees must be a minimum of 2 1/2 inches to 3 inches in diameter, as measured at caliper (6 inches above ground).
- 4 All evergreen trees must be a minimum height of 6 feet to 8 feet, unless otherwise requested, bagged and balled.
- 5 Low shrubs should be a minimum of 24 inches high.
- 6 Along arterial and collector roads, the Planning Board requires the use of salt resistant species.



# **EXHIBIT 3**

## **PROJECT DESCRIPTION**

New Cingular Wireless PCS, LLC (“AT&T”) makes this application to construct a 94-foot (with a proposed 4-foot lightning rod) monopole tower telecommunications facility on property located at 230 Pinnacle Road in the Town of Henrietta, New York (the “Site”) to be utilized by AT&T for the collocation of antennas and related equipment. AT&T is considered a public utility under New York case law for zoning purposes and is licensed and regulated by the Federal Communications Commission (“FCC”).

### **I. Overview of Wireless Telephone Technology**

Wireless telephones operate by transmitting a very low power radio signal between a telephone and an antenna mounted on a tower, pole, building or other tall structure. The signal travels from the antenna to a small electronic switching station, housed in an equipment cabinet near the antenna, where it is connected to a landline telephone cable and routed anywhere in the world. The wireless facility (antenna and equipment cabinet) is known as a “cell site.”

Because of the low power of wireless telephones, a cell site is only able to transmit to, and receive a signal from, a wireless telephone within a limited geographical area called a “cell.” A series of cells creates a wireless network. Technology requires that cells slightly overlap so that a wireless transmission is transferred from one cell site to another as a user moves through the wireless network. Accordingly, there is limited flexibility as to where a cell site can be placed to be technically appropriate to provide service throughout a particular cell and provide overlapping coverage with neighboring cells.

In order to determine the technically appropriate location for a cell site, a computer program is used to generate a “propagation study.” A propagation study depicts, based on cell boundaries, topography, and other factors, where a cell site needs to be located in order to provide adequate service throughout a cell and appropriate overlapping service with neighboring cells.

As demonstrated more fully in the accompanying radio frequency materials, AT&T lacks reliable service within its service objective area. The facility is necessary for AT&T to address a significant gap in service and provide reliable wireless service to its customers living, working, and traveling within its service objective area. The facility will be inert and will not create any noise or vibration, will not increase population density, will not significantly increase traffic, will not create any demand on municipal facilities, and will not create any environmental problems.

### **II. Project Description and Municipal Approvals**

As part of its FCC license, AT&T is responsible for providing wireless telecommunications services to parts of New York State, including the Town of Henrietta. AT&T makes this application to construct a 94-foot (with a 4-foot lightning rod) monopole tower for the placement of twelve (12) antennas and related equipment at a centerline height of 90-feet on the tower. AT&T’s cabling will run from the antennas down the tower and be connected via an ice bridge to its proposed ground-based equipment cabinets and back up generator located on concrete slabs. The tower and equipment area will be contained within the 20-foot by 20-foot lease area located on the east side of the Fire Department building. Utilities will be provided to the facility via an underground conduit.

Propagation studies have confirmed that a telecommunications facility at the Site will enable AT&T to provide reliable service and alleviate service issues within its network in the Town of Henrietta. Furthermore, the proposed telecommunications facility will fulfill AT&T's obligation to provide reliable service to emergency services, residences, businesses, churches, and colleges in the areas between West Jefferson Road to the north, along Pinnacle Road, south to Calkins Road (collectively, the "Targeted Service Area").

# **EXHIBIT 4**

## **Compliance with Telecommunications Act of 1996**



## **EXHIBIT 4**

### **COMPLIANCE WITH THE TELECOMMUNICATIONS ACT OF 1996**

On February 8, 1996, Congress adopted the Telecommunications Act of 1996 to “promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies.” 47 U.S.C. §157 et. seq.

The Act places limits on the ability of a State or local government to regulate the siting of wireless facilities (cell towers or antennas) which are the central component of wireless telephone networks. Under the Act, local governments:

- May not make siting decisions based on the perceived health impacts of wireless facilities.

“No State or local government or instrumentality thereof may regulate the placement, construction and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.” (P.L. 104-104, Section 704(a)(7)(B)(iv)).

- May not unreasonably discriminate among providers of functionally equivalent services.

“The regulations of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof- (I) shall not reasonably discriminate among providers of functionally equivalent services and (II) shall not prohibit or have the effect of prohibiting the provisions of personal wireless service.” (P.L. 104-104, Section 704(a)(7)(B)(i)).

- May not prohibit or have the effect of prohibiting the provision of personal wireless services.

“The regulations of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof- (I) shall not reasonably discriminate among providers of functionally equivalent services and (II) shall not prohibit or have the effect of prohibiting the provisions of personal wireless service.” (P.L. 104-104, Section 704(a)(7)(B)(j)).

- Must decide all applications within a reasonable period of time.

“A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.” (P.L. 104-104, Section 704(a)(7)(B)(ii)).

While the Act preserves local government zoning authority, municipalities must operate within the limitations outlined in the Act and the legal standards for New York State public utilities.

In the present case, the telecommunications facility proposed by AT&T is necessary for AT&T to provide consistent and adequate wireless telecommunications service to the Town of Henrietta. The existing service inadequacies will be remedied for AT&T by the proposed facility. AT&T will also demonstrate that due to certain factors, there is very limited flexibility as to where this facility can be located. For all of these reasons, AT&T satisfies the requisite showing of need for the facility, and the project complies with the provisions and intent of the Telecommunications Act.

# **EXHIBIT 5**

## **SEQRA Environmental Assessment Form**

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

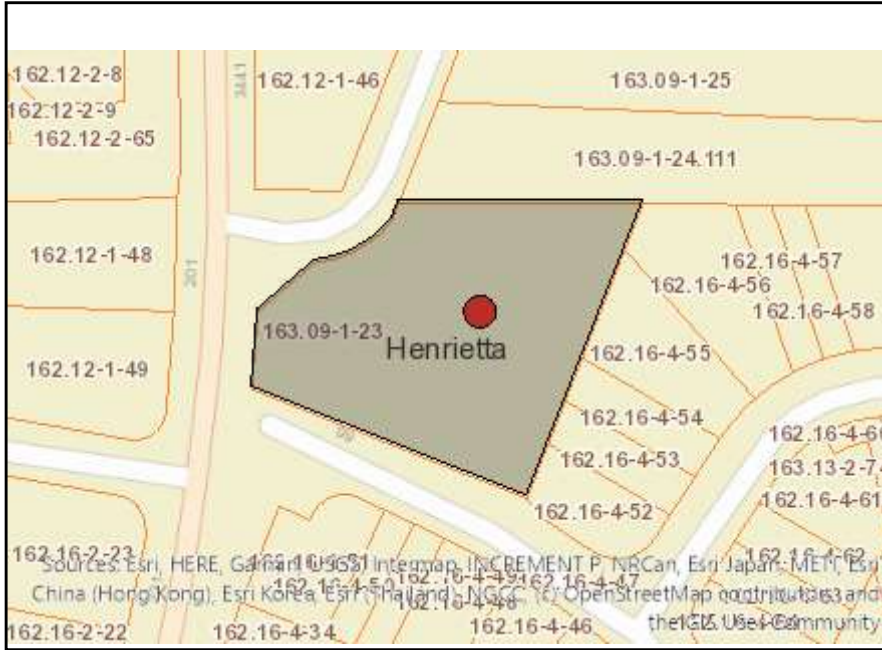
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
AT&T Mobility LLC c/o Centerline Communications LLC			
Name of Action or Project: Henrietta East / 12926742			
Project Location (describe, and attach a location map): 230 Pinnacle Road, Rochester, Monroe County, New York 14623			
Brief Description of Proposed Action: AT&T proposes to construct a 94-foot monopole tower (overall height 98 feet) within a 20-foot by 20-foot lease area. Support equipment will be mounted atop a concrete slab, within the proposed lease area. Utilities will be routed along a proposed cable bridge to the tower. Fiber will be sourced from an existing telco room and routed through the building to the proposed equipment area. Power will be sourced from an exterior pad-mounted transformer located southwest of the adjacent building, and routed from a proposed utility frame underground to the building and through the building to the proposed equipment area.			
Name of Applicant or Sponsor: Centerline Communications LLC c/o Brenda Blask-Lewis		Telephone: [REDACTED]	
		E-Mail: [REDACTED]	
Address: 750 West Center Street, Suite 301			
City/PO: West Bridgewater		State: Massachusetts	Zip Code: 02379
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ < 1 acres	
b. Total acreage to be physically disturbed?		_____ < 1 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ < 1 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, <ul style="list-style-type: none"> <li>a. A permitted use under the zoning regulations?</li> <li>b. Consistent with the adopted comprehensive plan?</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	<input checked="" type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Will not exceed state energy code requirements.	NO	YES	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ Unmanned facility - no potable water required.	NO	YES	<input checked="" type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ Unmanned facility - no wastewater required.	NO	YES	<input checked="" type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Please note, the nearest wetland is a riverine wetland located approximately 550 feet southeast of the Project Site. Due to distance and scope of work, the proposed installation is not anticipated to impact the identified wetland.	NO	YES	<input checked="" type="checkbox"/>
			<input checked="" type="checkbox"/>

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern long-eared bat (Endangered), Tricolored Bat (Proposed Endangered), Monarch Butterfly (Candidate) - no suitable habitat	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Stormwater runoff currently conveys to municipal maintained curb and guttering with flow to municipal drop-in storm drains located on the Subject Property as well as along Winton Road and is anticipated to remain the same post development of the property.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>AT&amp;T Mobility, LLC c/o Centerline Communications, LLC</u> Date: <u>June 10, 2024</u>		
Signature: <u>Elizabeth Yount</u> Title: <u>Consultant for Applicant</u>		



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

# **EXHIBIT 6**

## **SITE SELECTION ANALYSIS**





June 7, 2024

Town of Henrietta Planning Board  
Office of Building, Planning and Zoning  
c/o Engineering Department  
475 Calkins Road  
Henrietta, NY 14623

RE: New Cingular Wireless PCS, LLC ("AT&T")  
Site Plan Application and Tower Permit Application ("Application") for the Installation of  
a Telecommunications Facility and Related Equipment to be located at 230 Pinnacle  
Road, Town of Henrietta ("Site")  
Site Selection Analysis Report

Dear Members of the Planning Board:

This report is submitted in support of Section 295-51(D)(2)(b) – Communications Towers which states:

"Shared use of existing towers and/or structures. At all times, shared use of existing towers and/or structures, e.g., municipal water tank, buildings, towers, etc., shall be preferred to the construction of new towers. An applicant for a tower permit shall present a report inventorying existing towers within a reasonable distance (two to four miles) of the proposed site and outlining opportunities for shared use of existing facilities as an alternative to a proposed new tower. The applicant shall submit documentation demonstrating good faith efforts to secure shared use on existing towers or structures as well as financial reasons why shared usage is not proposed. Written requests for shared use shall be provided where applicable. The applicant shall also demonstrate efforts to locate a new tower on the same site as an existing tower or structure if it is not collocating on the existing tower or structure. Emergency service use collocated on a tower shall be rent free."

There are (9) existing towers and (1) existing non-tower within a 2-mile radius of the proposed facility. There are no other viable structures (buildings, water tanks, silos, etc.) within the same geographic boundaries, and as such, properties available for erection of a new structure were also investigated. The proposed location as well as the existing towers, non-tower, and properties are indicated on **Attachment A** and **Attachment B**, and described as follows:

I. Existing Towers:

- A. Crown Castle Site #824874 – This 115-foot monopole tower at 1200 Edgewood Avenue is located 1.40 miles northeast of the proposed facility location at 230 Pinnacle Road. Unfortunately, due to the limited height of the tower, an AT&T facility on this tower

763 Eatonville Road  
Herkimer, NY 13350



would not provide improved coverage along Calkins Road. This site was rejected because it failed to meet AT&T's coverage objective.

- B. Rush-Henrietta Sr. High School – This 100-foot self-support tower at 1799 Lehigh Station Road is located 2-miles southwest of the proposed facility location at 230 Pinnacle Road. This is not a viable option as AT&T already has an active facility at this location.
- C. Crown Castle Site 875231 – This 130-foot monopole tower at 900 Jefferson Road is located 1.78 miles west of the proposed facility located at 230 Pinnacle Road. The AT&T RF Engineer evaluated the tower and deemed it not viable due to the proximity of existing AT&T facilities.
- D. KGI Wireless/Charter Communications Site #125 – This 280-foot guyed tower at 300 Systems Road is located 1.75 miles northwest of the proposed facility located at 230 Pinnacle Road. This is not a viable option due to the proximity of existing AT&T facilities.
- E. Entercom New York, Inc. – This 205-foot AM broadcast tower at 2670 Clinton Ave. South is located 2.06 miles northwest of the proposed facility located at 230 Pinnacle Road. The AT&T RF Engineer evaluated the tower and deemed it not viable because it is too far from the AT&T target service area.
- F. ATC Site #307205 – This 150-foot monopole tower located at 3195 Brighton-Henrietta Townline Road is located 1-mile north of the proposed facility located at 230 Pinnacle Road. The AT&T RF Engineer evaluated this site and determined that the location would provide insufficient coverage improvement to the target service area.
- G. Vertical Bridge Site #US-NY-5062 (Site Name: ROS-004-AM) – This 267-foot guyed tower at 2485 Winton Rd. S. is located 1.25 miles north of the proposed facility located at 230 Pinnacle Road. The AT&T RF Engineer evaluated this site and determined that the location is too far from the targeted service area and would not provide sufficient coverage improvement.
- H. WWXI Public Broadcasting Council – This 200-foot AM broadcast tower at 560 French Road is located 1.47 miles north of the proposed facility located at 230 Pinnacle Road. The AT&T RF Engineer evaluated this site and determined that the location is too far from the targeted service area and would not provide sufficient coverage improvement.
- I. Octagon Towers, LLC – This 100-foot monopole tower at 3144 Winton Rd. S. is located .72-mile north of the proposed facility located at 230 Pinnacle Road. This is not a viable option as AT&T already has an active facility at this location.
- J. Town of Henrietta – This 150-foot self-support tower at 475 Calkins Road is located 2.53-miles southwest of the proposed facility located at 230 Pinnacle Road. Unfortunately, this is not a viable option because it is too far from the AT&T target service area.

## II. Existing Non-Tower Structure:

- K. Crown Castle Site #875232 – This 55-foot silo at 3006 Clover Street is located 1.77-miles east of the proposed facility located at 230 Pinnacle Road. This is not a viable option as AT&T already has an active facility at this location.
- L. Pinnacle Lutheran Church – This is a 10.10-acre parcel at 250 Pinnacle Road improved with a 1 and 2-story buildings, paved parking areas, and playground area. AT&T approved the structure as a viable location, and the Church's interest was confirmed. Upon closer examination of the steeple, it was determined to not be a viable structure and the lease discussions terminated.

## III. Properties Investigated for a New Tower:

- M. Town of Henrietta – This is a 69.48-acre parcel at 1585 Calkins Road known as the Tinker Nature Park improved with the Tinker Homestead & Farm Museum. AT&T approved this location; however, the site was determined to be not viable due to issues with SHPO.
- N. Pinnacle Lutheran Church – This is a 10.10-acre parcel at 250 Pinnacle Road improved with a 1 and 2-story buildings, paved parking areas, and playground. The Pinnacle Luther Church confirmed interest in leasing ground space for the construction of a new tower facility. After negotiating for several months, the Pinnacle Luther Church informed AT&T they were no longer interested in developing a new structure on its property, and the negotiations terminated.
- O. Henrietta Fire District – This is a 1.29-acre parcel at 230 Pinnacle Road improved with a 1-1/2 story building in the center of the parcel, an 82-foot-tall wooden telephone pole (90-feet to the end of the highest antenna) on the southeast side of the building, a paved driveway and parking areas. This parcel is located near the center of the target service area. Due to the limited height of the fire house, constructing a wireless facility on the roof would not provide sufficient coverage along parts of West Jefferson Road to the north and Calkins Road to the south. Also collocating on the 82-foot-tall wooden telephone pole is not a viable option as it is likely structurally insufficient to accommodate AT&T's antennas and related equipment. Consideration was also given to replacing the existing wooden telephone pole with the new monopole, however, the Fire Department opted to keep the wooden pole. Constructing the 94-foot (98-feet with the 4-foot lightning rod) monopole tower on the east side of the fire house would allow AT&T to fill a gap in coverage and provide new dominate 4G LTE coverage and enhanced capacity to northeast Henrietta, particularly to serve the residences, businesses, churches, and colleges, in the areas between West Jefferson Road to the north, along Pinnacle Road, and south to Calkins Road. The proposed new tower will also provide sufficient space for future collocation opportunities for other carriers. Additionally, AT&T will install FirstNet radios on the new tower which will improve its ability to communicate with other first responders in the area in emergency situations. To reiterate, constructing the tower in this location will fill the existing gap in coverage, provide new dominate 4G LTE coverage,

and enhanced capacity to northeast Henrietta, and will also have the added benefit of improving the health and safety of the community by improving communications for first responders.

Based on my review of the Town Zoning Law, my knowledge of the area, and the candidates evaluated by AT&T's radio frequency experts, the proposed site at 230 Pinnacle Road presents the best opportunity for AT&T to address its gap in service and provide consistent and adequate service within its network in the Town of Henrietta.

Thank you for your consideration.

Sincerely,

*Brenda Blask-Lewis*

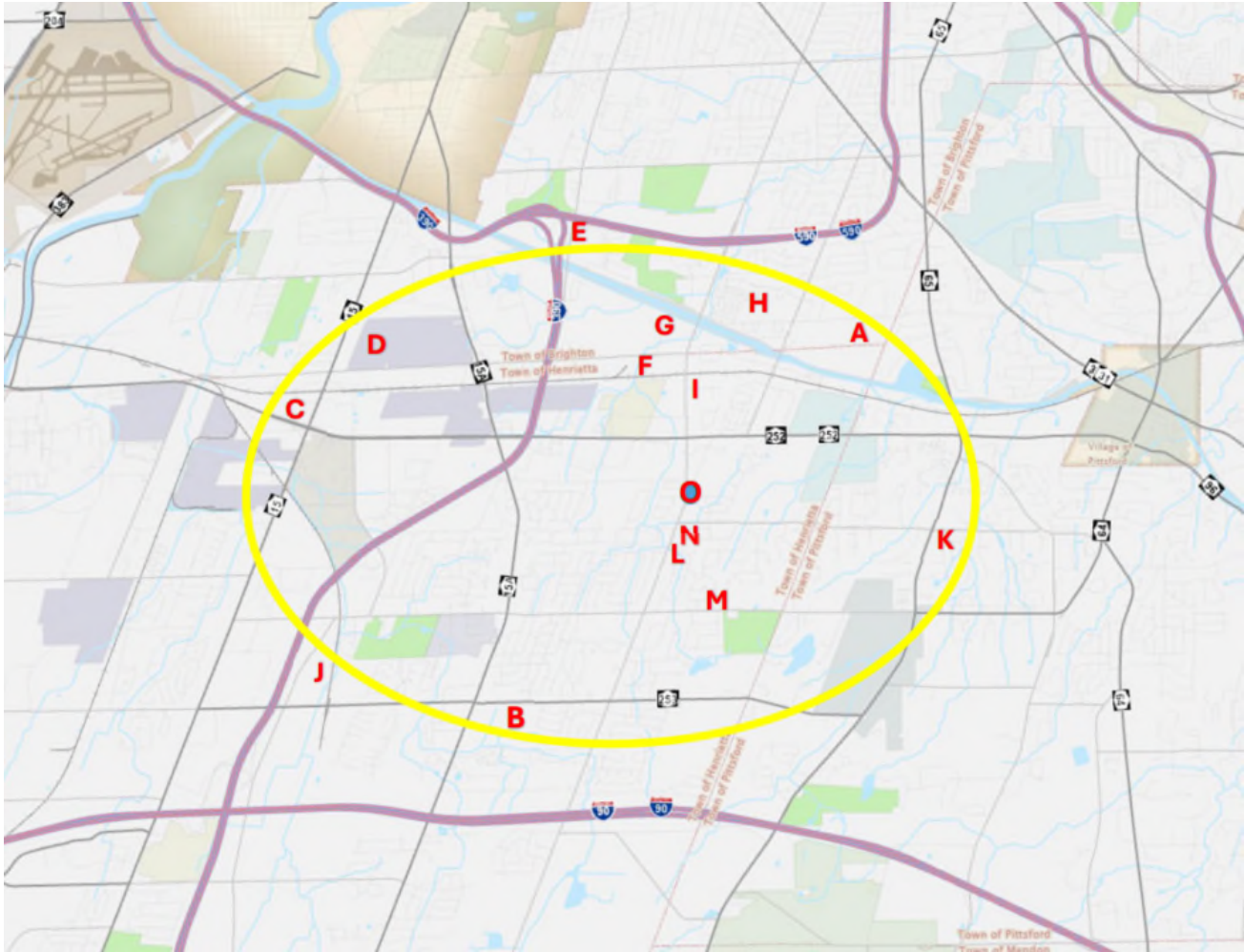
Brenda Blask-Lewis  
Site Acquisition Consultant

763 Eatonville Road  
Herkimer, NY 13350

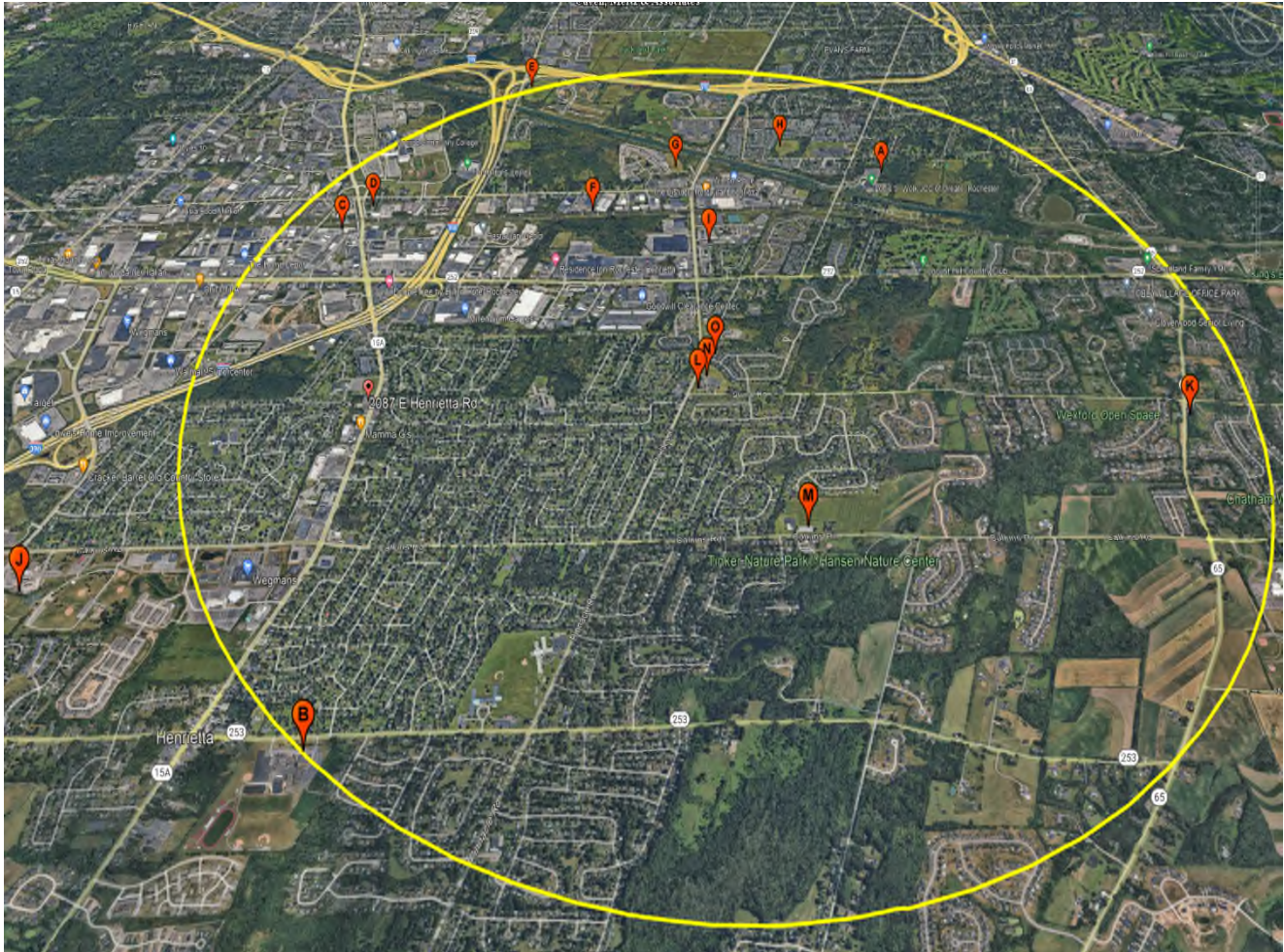


Attachment

**ATTACHMENT A**  
**SEARCH AREA with AERIAL**



**ATTACHMENT B**  
**PARCELS INVESTIGATED**



# **EXHIBIT 7**

## **RF Justification**



**NETWORK ENGINEERING  
1762 CENTRAL AVE  
ALBANY, NEW YORK 12205**

**NEW SITE BUILD  
SITE ID: Henrietta East  
230 Pinnacle Rd. (N 43.080975, W -77.580849)  
Town of Henrietta, New York 14623; County of Monroe**

AT&T proposes to install a wireless communications facility ("cell site") on a proposed 94-ft monopole to be located on property owned by the Henrietta Fire District Station #5 located at 230 Pinnacle Road, in the Town of Henrietta, Monroe County, New York.

#### **COVERAGE OBJECTIVES**

Per Chapter 295 of the Town of Henrietta Code, Communication towers (the "Code"), applications for new telecommunications facilities shall demonstrate that the proposed location is necessary to meet the frequency re-use and spacing needs of the telecommunications system and provide adequate service and coverage to the intended area. The building height regulations otherwise applicable in the underlying district shall not apply to towers, provided that sufficient information is provided to justify the proposed height as the minimum necessary to achieve the coverage objectives. This report is submitted in compliance with these requirements, as well as the additional requirements discussed further in this report.

AT&T strives for a network design that provides high radio frequency ("RF") signal strength and signal-to-interference-plus-noise ratio ("SINR") resulting in quality service inside buildings and vehicles. Both signal strength and signal quality must be considered for a successful cellular data connection because although signal strength may appear to be adequate, throughput speeds (the maximum data transmission rate) may vary based on the signal quality.

To support a network that provides continuous and uninterrupted high RF signal strength and quality service (SINR) inside buildings and vehicles, AT&T must bring new sites on-air to address deficiencies ("gaps") in coverage and/or capacity. "Coverage" is the need to expand wireless service into an area that either has no service or bad service. "Capacity" is the need for more wireless resources. Cell sites have a limited number of resources to handle voice calls, data connections, and data volume. When these capacity limits are reached, user experience quickly degrades. Capacity issues for LTE networks are identified by using SINR metrics to measure the network's signal quality when there is a high traffic load condition. High traffic areas in the network experience poor SINR due to the increased amount of signal noise/interference generated by the interfering strength of the simultaneous transmissions (i.e., too many users accessing the network in a given area).



The proposed Henrietta East facility is a service coverage site specifically designed and ideally situated to fill a gap in coverage and provide new dominant 4G LTE coverage and enhanced capacity to northeast Henrietta, particularly to serve the residences, businesses, churches, and colleges, in the areas between West Jefferson Road to the north, along Pinnacle Road, south to Calkins Road (collectively, the "Targeted Service Area").

The 4G network (LTE Band 12 700MHz) radio frequency (RF) predicted signal propagations included herein depict existing and proposed future coverage at varying signal strength thresholds represented in levels from -75 dBm (Dense Urban Indoor) to -120 dBm (Outdoor service only). Sufficient service levels are those consistent signal strengths required to make and sustain good audio and data speeds. These set levels prevent failed access or originations, as well as frequent dropped calls or lost data sessions and poor or garbled audio conditions.

The following exhibits are included to demonstrate and prove the need for the wireless telecommunications facility to provide service primarily and essentially within the Town. The exhibits include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites and demonstrate a significant gap in coverage and/or a capacity need. Targeted service area is denoted by red polygon in the following exhibits.

**Exhibit 1:** Henrietta East New Site Build

**Exhibit 2: Topography** - Shows the topography (lay of the land) in and around the proposed wireless facility.

**Exhibit 3: Clutter/Morphology** - Demonstrates the clutter/morphology in and around the proposed facility. It depicts the composition of what the area has for foliage, structures etc.

**Exhibit 4: Existing LTE(4G) Coverage** - Coverage for the area surrounding the proposed site.

**Exhibit 5: LTE(4G) Coverage – Proposed Facility Only** - Depicts the propagation of the proposed site by itself.

**Exhibit 6: LTE(4G) Coverage - Proposed Facility & Surrounding Network** - Depicts the signal propagation of the proposed site along with the neighboring sites in the area.

As shown in **Exhibit 4**, the existing coverage in the area ranges from -80 dBm (commercial Indoor) to -110 dBm (in-car stretch/Outdoor), which results in poor in-building signal coverage after losses due to penetrating typical wood, concrete constructed buildings throughout much of the residential area south of West Jefferson Road and neighborhoods around Calkins Road and Stone Road. Signal strengths of -95 dBm or greater are required to maintain consistent and adequate service inside these types of residential buildings. As well as poor commercial coverage at businesses adjacent to the portion of Pinnacle Road between West Jefferson Road and Calkins Road. Signal strengths of -85 dBm or greater are required to maintain consistent and adequate service inside these types of buildings. Additionally, -105 dBm or greater coverage is needed to provide in-car service along the corridors outlined above. Areas outlined in blue within the plots (greater than -110 dBm, but less than -105) will be poor for in-car service. Areas in gray which are signal strengths greater than -115 dBm but less than -110 dBm pose issues with customers using their devices outdoors. Areas less than -115 dBm will not have service (white areas within plots). These areas are historically troublesome to AT&T users, who frequently experience dropped calls or lost data sessions, which are particularly worse during summer months with the foliage on the trees. The proposed Henrietta East facility integrates well with the existing coverage and provides signal to the areas that are deficient.

As shown in **Exhibit 5**, once completed the proposed Henrietta East facility, at the proposed antenna centerline height of 90' ACL, will provide the required wireless service to the commercial and residential areas outlined above as well as add incremental service coverage to the surrounding areas, as well as improve the existing AT&T customer experience in the surrounding areas by adding needed wireless resources to the Targeted Service Area.

## EXISTING STRUCTURES

The Code requires submission of a written report demonstrating meaningful efforts to secure shared use of existing tower(s) or the use of alternative buildings or other structures within the Town. The report must include a comprehensive report inventorying existing towers and other suitable structures within a reasonable distance (two to four miles) of the proposed location site and outlining opportunities for shared use of existing facilities as an alternative to a proposed new tower.

The map in **Exhibit 6** shows the existing AT&T facilities neighboring the proposed site. Areas beyond the existing locations would not, by default, address the concerns resulting in the need for the proposed site. For this reason, only locations within the boundaries of the existing AT&T facilities have been reviewed. Propagations based on these locations are included in **Exhibits 7-13**.

**Table 1. Inventory of Alternative Locations Surrounding Proposed Site**

Candidate	Lat	Long	Structure	Address	Elevation	Structure Ht	RAD	Distance (m) from Proposed Site	Direction from Proposed Site	Structure Owner	Notes
<b>B</b>	43.0587	-77.60586	SST	1799 Lehigh Station Rd Henrietta, NY 14467	593.5	100'	78'	2.04 mi	SW	Rush-Henrietta School District	Tower is behind the Rush-Henrietta Sr. High School 2mi SW of proposed site.
<b>C</b>	43.09175	-77.61248	Monopole	900 Jefferson Rd., Rochester, NY 14623	543.96	130'	123'	1.77 mi	NW	Crown Castle	Asset Name: Public Market BU #875231
<b>E</b>	43.10778	-77.59750	AM Radio Broadcast Tower	2670 Clinton Ave. S Brighton, NY 14618	498.68	205'	201'	1.97 mi	NW	Entercom New York, LLC	This is one in a row of (4) AM Broadcast Towers @ 2 mi north of the proposed site.
<b>F</b>	43.09369	-77.59081	Monopole	3195 Brighton-Henrietta Townline Rd. Henrietta, NY 14623	501.96	150'	137'	1.05 mi	NW	ATC	150' Monopole Asset Name: Brighton NY 7 Asset #307205.
<b>G</b>	43.09824	-77.58329	GT	2485 Winton Rd S. Brighton, NY 14618	490.15	267'	263'	1.22 mi.	N	Vertical Bridge	Site Name: ROC-004-AM Site #US-NY-5062. This is (1) of (4) AM Broadcast towers.
<b>H</b>	43.10056	-77.57333	AM Radio Broadcast Tower	560 French Rd. Brighton, NY 14618	488.84	200'	196'	1.46 mi	N	WXXI Public Broadcasting Council	AM Broadcast tower.
<b>J</b>	43.07632	-77.546711	Silo	3006 Clover St. Pittsford, NY 14534	620.0	55'	40'	.70 mi	E	Crown Castle	Asset Name: F1 Kessler Silo BU #875232

**B. Rush-Henrietta High School:**

The Rush-Henrietta High School (**Exhibit 7**) is an existing AT&T facility, and for this reason, would not be an alternative candidate for the planned AT&T coverage solution.

**C. Crown Castle BU#875231:**

**Exhibit 8** is an existing 130' Crown Castle owned monopole that was available for AT&T colocation. Unfortunately, the proximity to existing AT&T facilities makes this tower an unnecessary alternative.

- E. Entercom New York, LLC: The AM broadcast tower as seen in **Exhibit 9** was evaluated and is too far from the AT&T target service area to be considered an alternative solution to the Henrietta East coverage solution.
- F. ATC Asset #307205: The ATC tower as demonstrated in **Exhibit 10** was deemed to provide insufficient coverage improvement to the target service area and was not considered a viable site alternate.
- G. Vertical Bridge Site #US-NY-5062: The Vertical Bridge managed AM tower as shown in **Exhibit 11** was deemed too far from the targeted service area to provide any AT&T coverage improvements and for this reason was not considered an alternative candidate.
- H. WXXI Public Broadcasting Council: (**Exhibit 12**) The AM radio broadcast tower was deemed too far from the targeted service area to provide any AT&T coverage improvements and for this reason was not considered an alternative candidate.
- J. Crown Castle BU#875232: The Crown Castle Silo (**Exhibit 13**) is an existing AT&T facility, and for this reason, would not be an alternative candidate for the planned AT&T coverage solution.

All RF predictions in this study were calculated using Forsk's Atoll software which provides the plots and data to show the proposed location is the best location. The Atoll radio planning tool is employed to predict receive signal levels based on path loss predictions via a standard propagation model (SPM), tuned/calibrated using continuous wave (CW) transmitters, considering the new sites' specific morphology type (urban, suburban, rural) and clutter or RF obstacle types (building height, density, trees, topography (terrain)). The studies included herein were done using a Mixed General Aster model which consists of rural and suburban morphologies.

Based on my evaluation of the current service needs within AT&T's network, the proposed facility will provide consistent and adequate service at desired levels within the coverage objective, and therefore will address AT&T's coverage gaps.

Christopher Park  
Radio Access Network (RAN) Engineer  
AT&T Mobility  
Dated: 4/29/2024

### List of Exhibits

- Exhibit 1: Henrietta East New Site Build Location
- Exhibit 2: Topography
- Exhibit 3: Clutter/Morphology
- Exhibit 4: Existing LTE(4G) Coverage
- Exhibit 5: LTE(4G) Coverage – Proposed Facility Only
- Exhibit 6: LTE(4G) Coverage - Proposed Facility & Surrounding Network
- Exhibit 7: LTE (4G) Coverage from Alternative B
- Exhibit 8: LTE (4G) Coverage from Alternative C
- Exhibit 9: LTE (4G) Coverage from Alternative E
- Exhibit 10: LTE (4G) Coverage from Alternative F
- Exhibit 11: LTE (4G) Coverage from Alternative G
- Exhibit 12: LTE (4G) Coverage from Alternative H
- Exhibit 13: LTE (4G) Coverage from Alternative J

# **EXHIBIT 8**

## **Propagation Maps**

# AT&T NEW SITE BUILD HENRIETTA EAST MONROE COUNTY HENRIETTA, NY FA#12926742

43.080975, -77.580849

CHRIS PARK AT&T RAN ENGINEER UPSTATE NY  
Apr 26, 2024

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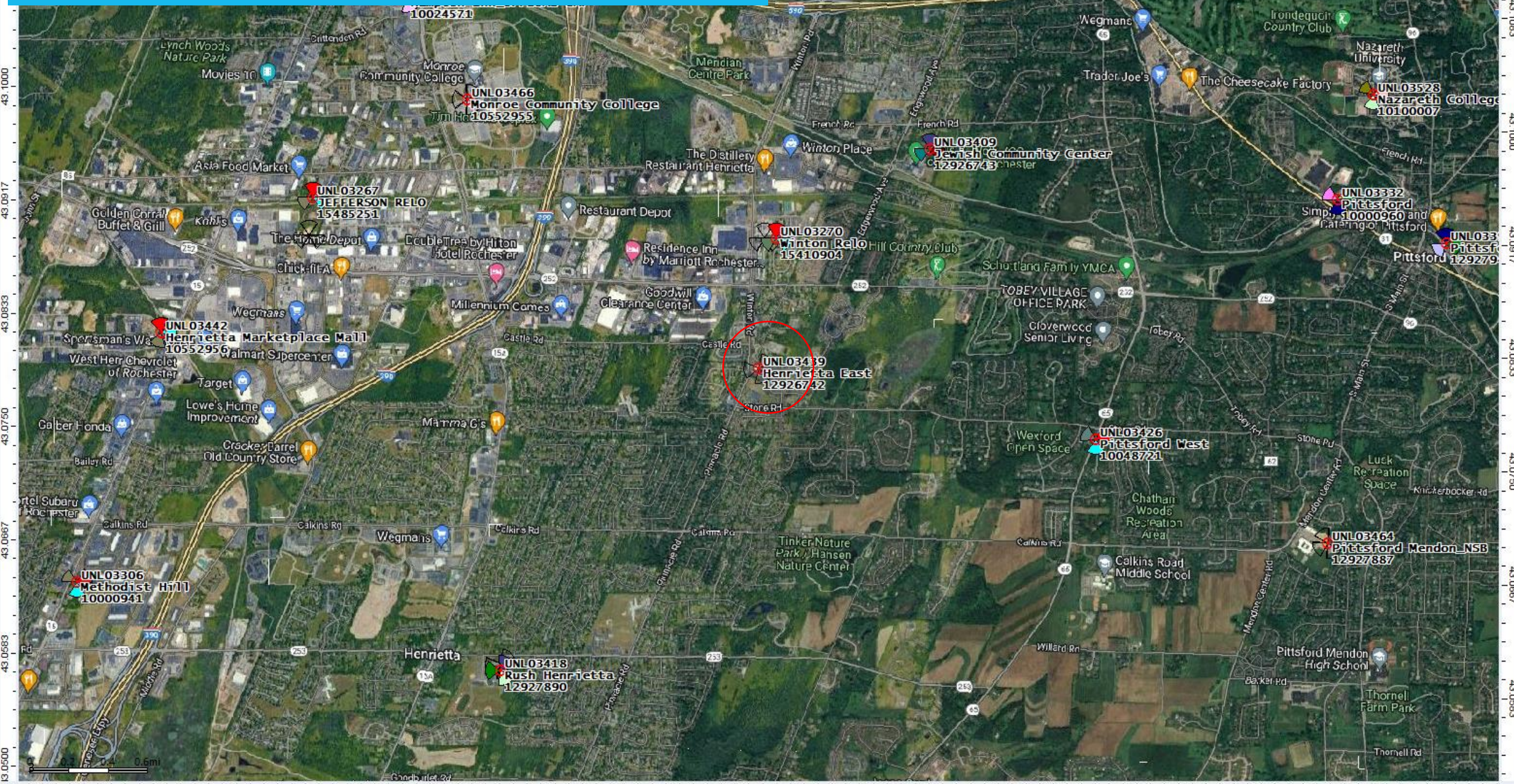
AT&T Proprietary (Internal Use Only) - Not for use or disclosure outside the AT&T companies except under written agreement



# List of Exhibits

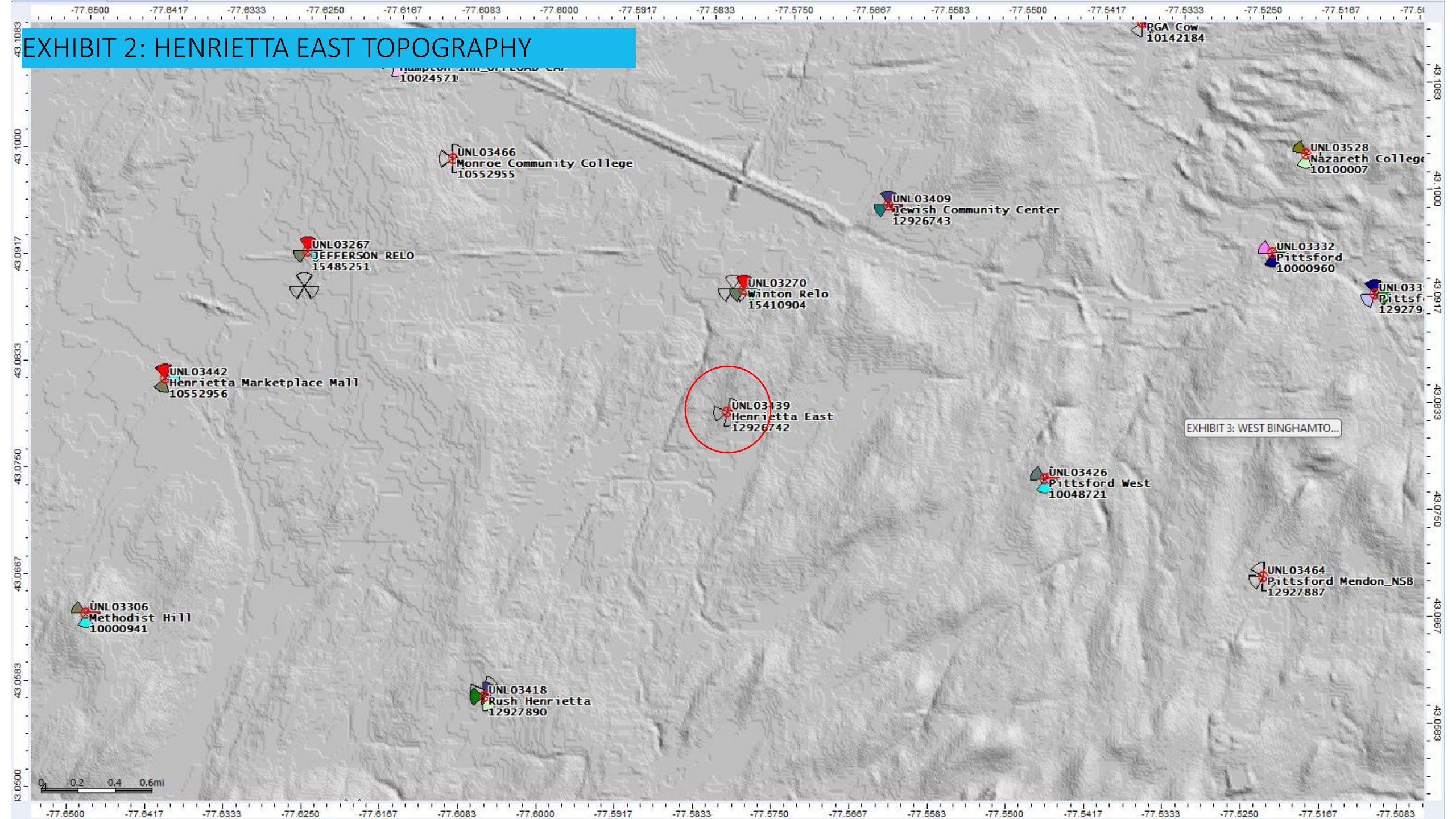
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- Exhibit 13: LTE (4G) Coverage from Alternative J

# EXHIBIT 1: HENRIETTA EAST PROPOSED LOCATION

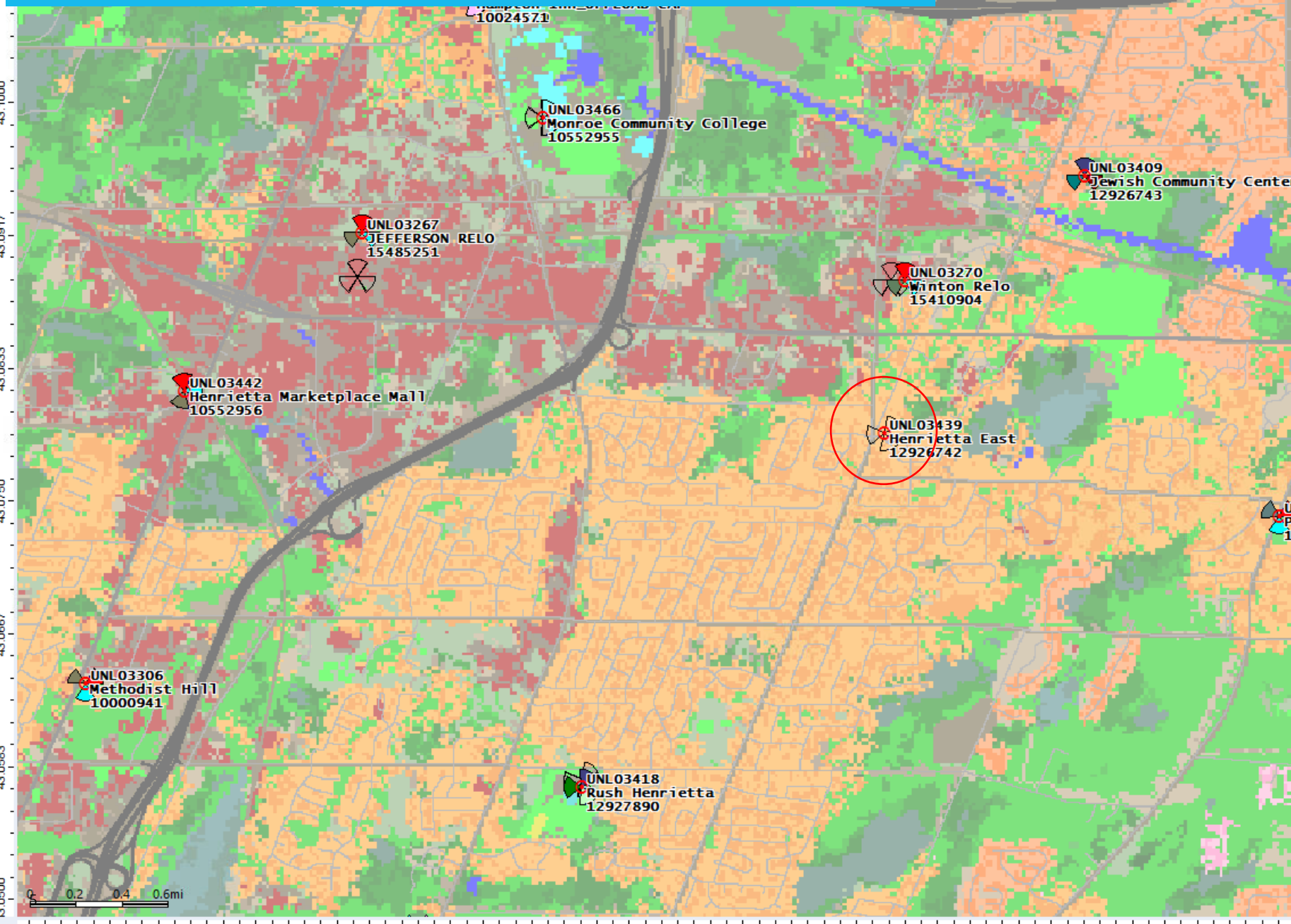




# EXHIBIT 2: HENRIETTA EAST TOPOGRAPHY



# EXHIBIT 3: HENRIETTA EAST CLUTTER/MORPHOLOGY

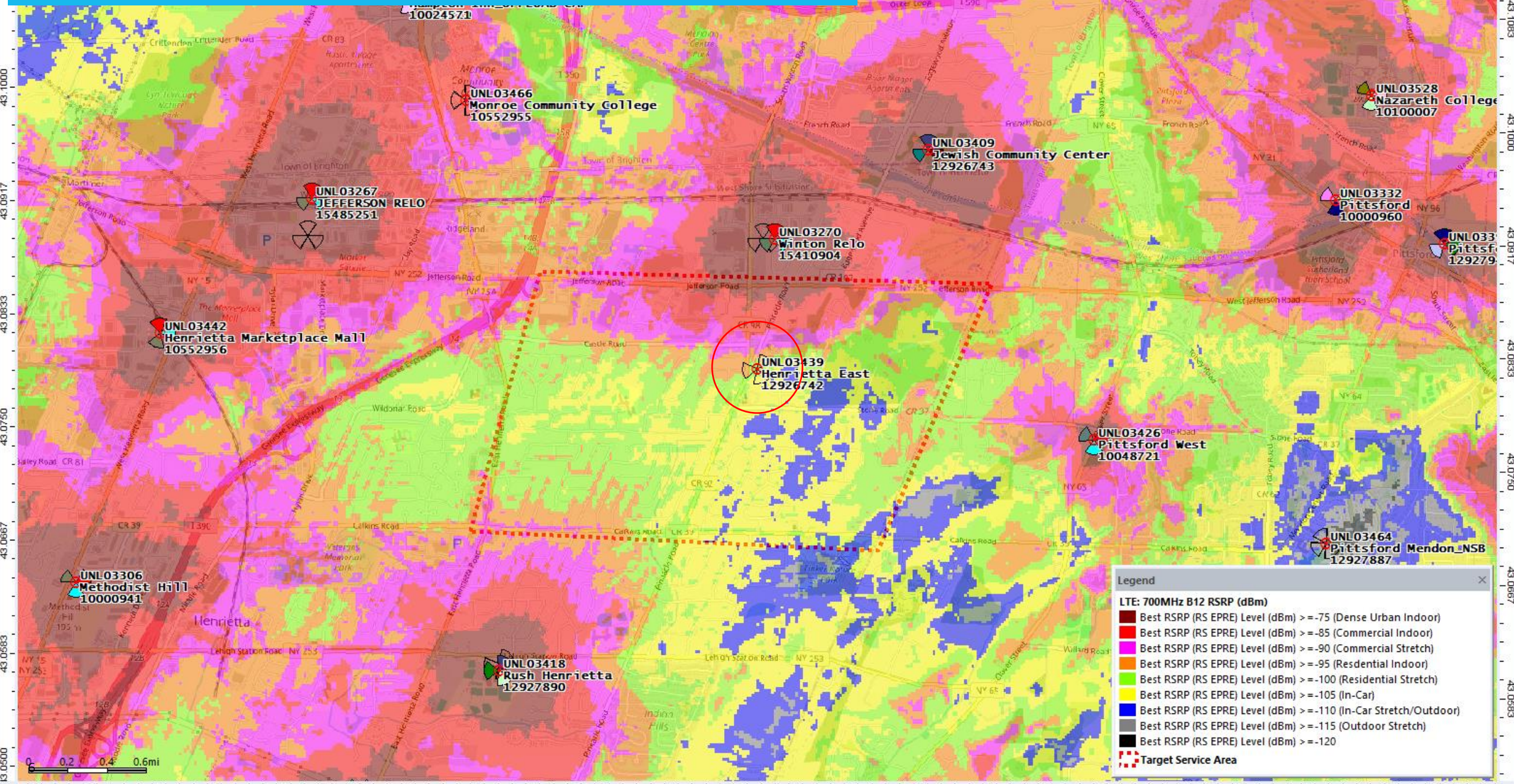


### Legend

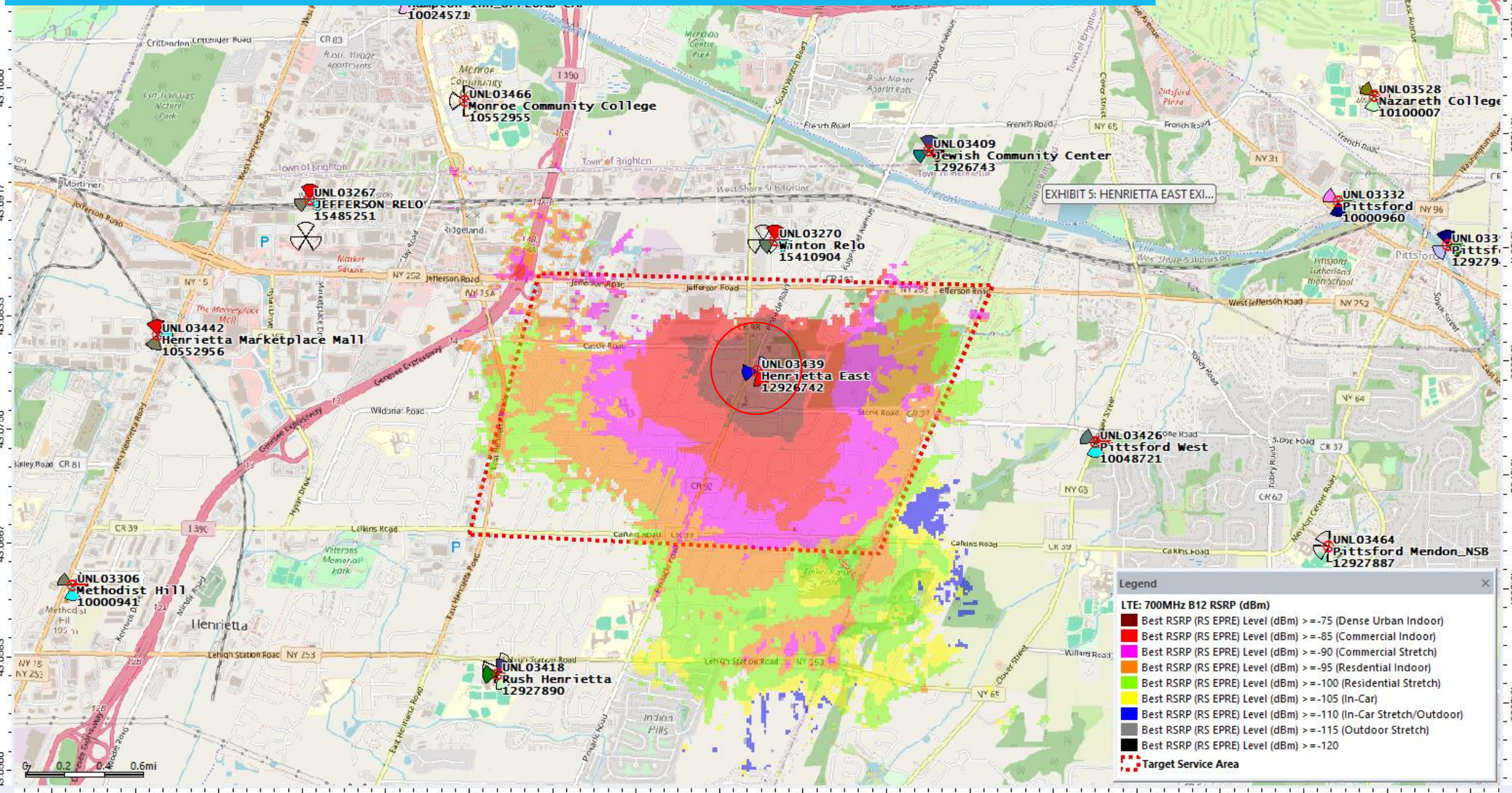
**Clutter Classes**

- 1 - Core Urban
- 2 - Dense Urban
- 3 - Urban
- 4 - Commercial\_Industrial
- 5 - Suburban few Trees
- 6 - Suburban with Trees
- 7 - Residential few Trees
- 8 - Residential with Trees
- 9 - Rural few Trees
- 10 - Rural with Trees
- 11 - Convention Center
- 12 - Major Stadium
- 13 - Minor Stadium\_Theme Park\_Fairgrounds
- 14 - High School Building
- 15 - University\_College Building
- 16 - Airport Runway
- 17 - Airport Terminal
- 18 - Airport Building
- 19 - Airport Rural
- 20 - Primary Road
- 21 - Secondary Road
- 22 - Tertiary Road
- 23 - Surface Street
- 24 - Other Paved\_Impervious
- 25 - Golf Course\_Park\_Urban Recreation
- 26 - Open In Urban
- 27 - Open Suburban Residential
- 28 - Open Rural
- 29 - Grassland\_Rangeland
- 30 - Cultivated Cropland
- 31 - Scrub Vegetation
- 32 - Shrubland\_Woodland
- 33 - Deciduous Forest
- 34 - Coniferous Forest
- 35 - Mixed Forest
- 36 - Forested Wetland
- 37 - Wetland
- 38 - Inland Water
- 39 - Sea Water
- 40 - Hotel Casino
- 41 - Orchards
- 42 - 5m - Urban High Rise
- 43 - 5m - Urban Medium Rise
- 44 - 5m - Urban Low Rise
- 45 - 5m - Urban Residential
- 46 - 5m - Dense Residential
- 47 - 5m - Residential
- 48 - 5m - Commercial
- 49 - 5m - Industrial
- 50 - 5m - Convention Center

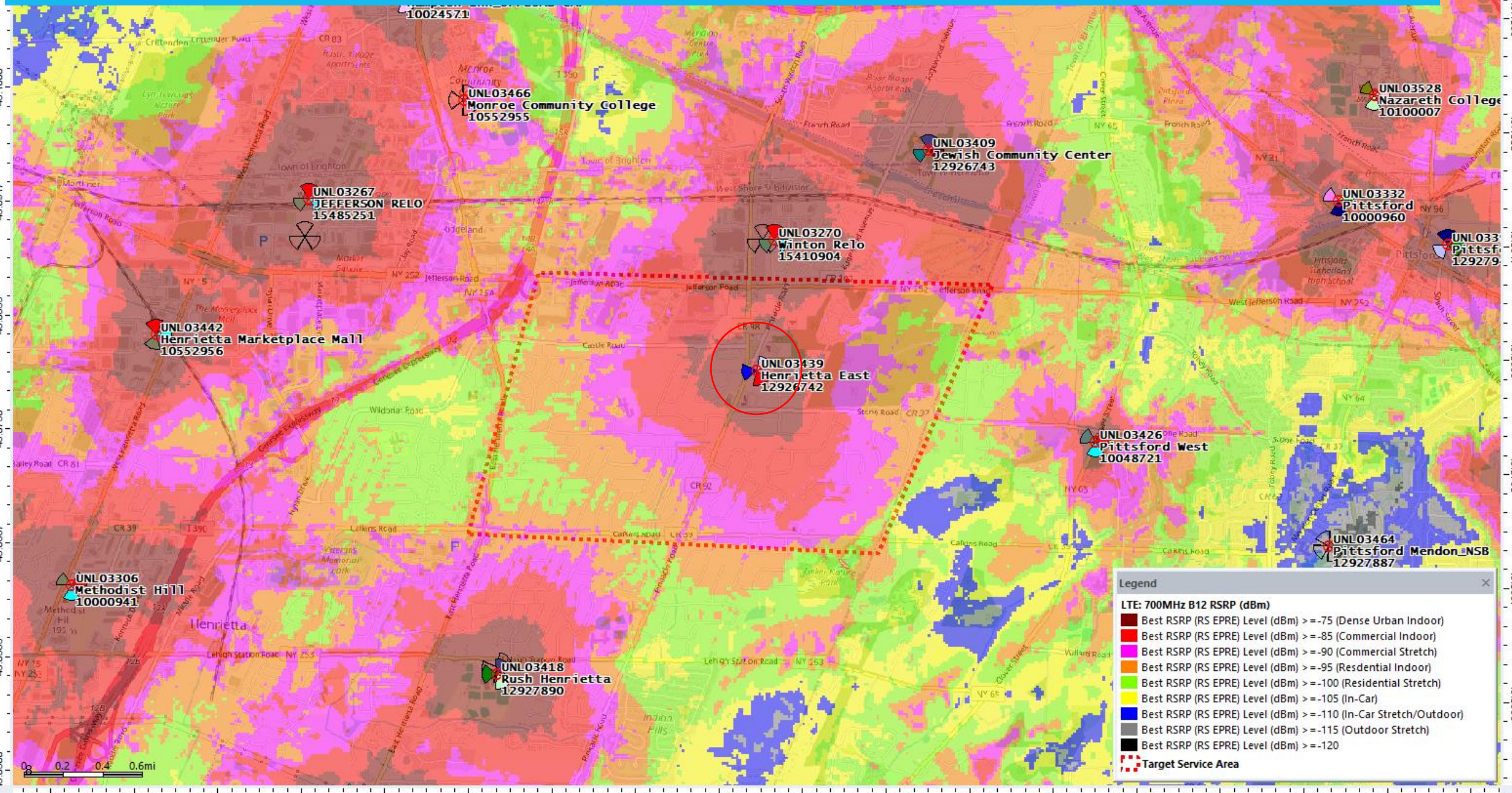
# EXHIBIT 4: HENRIETTA EAST EXISTING LTE (4G) COVERAGE



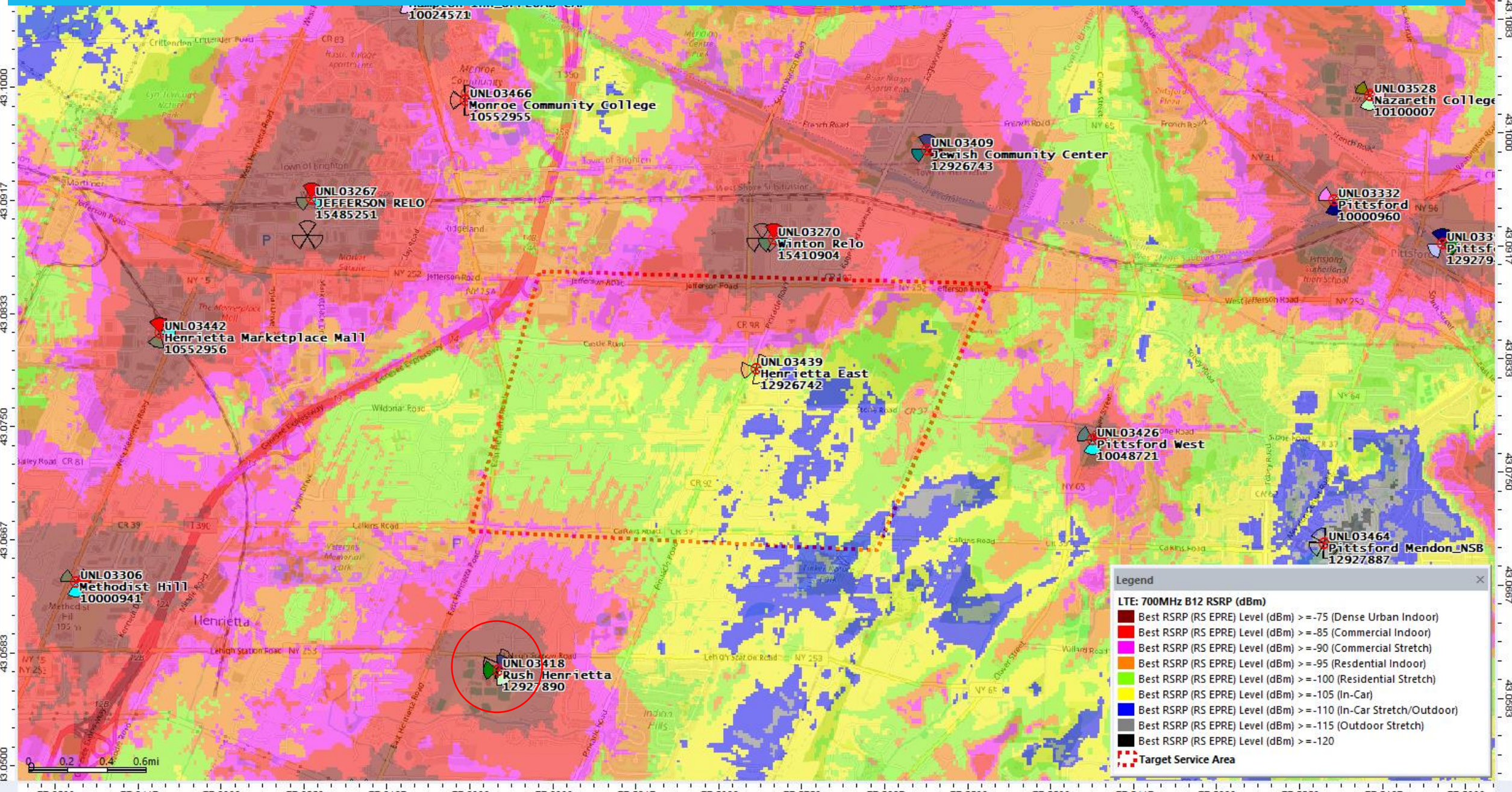
# EXHIBIT 5: HENRIETTA EAST EXISTING LTE (4G) COVERAGE PROPOSED FACILITY ONLY



# EXHIBIT 6: HENRIETTA EAST PROPOSED LTE (4G) COVERAGE PROPOSED FACILITY AND EXISTING NETWORK



# EXHIBIT 7: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE B (RUSH-HENRIETTA)



**Legend**

**LTE: 700MHz B12 RSRP (dBm)**

- Best RSRP (RS EPRE) Level (dBm) >=-75 (Dense Urban Indoor)
- Best RSRP (RS EPRE) Level (dBm) >=-85 (Commercial Indoor)
- Best RSRP (RS EPRE) Level (dBm) >=-90 (Commercial Stretch)
- Best RSRP (RS EPRE) Level (dBm) >=-95 (Residential Indoor)
- Best RSRP (RS EPRE) Level (dBm) >=-100 (Residential Stretch)
- Best RSRP (RS EPRE) Level (dBm) >=-105 (In-Car)
- Best RSRP (RS EPRE) Level (dBm) >=-110 (In-Car Stretch/Outdoor)
- Best RSRP (RS EPRE) Level (dBm) >=-115 (Outdoor Stretch)
- Best RSRP (RS EPRE) Level (dBm) >=-120

**Target Service Area**

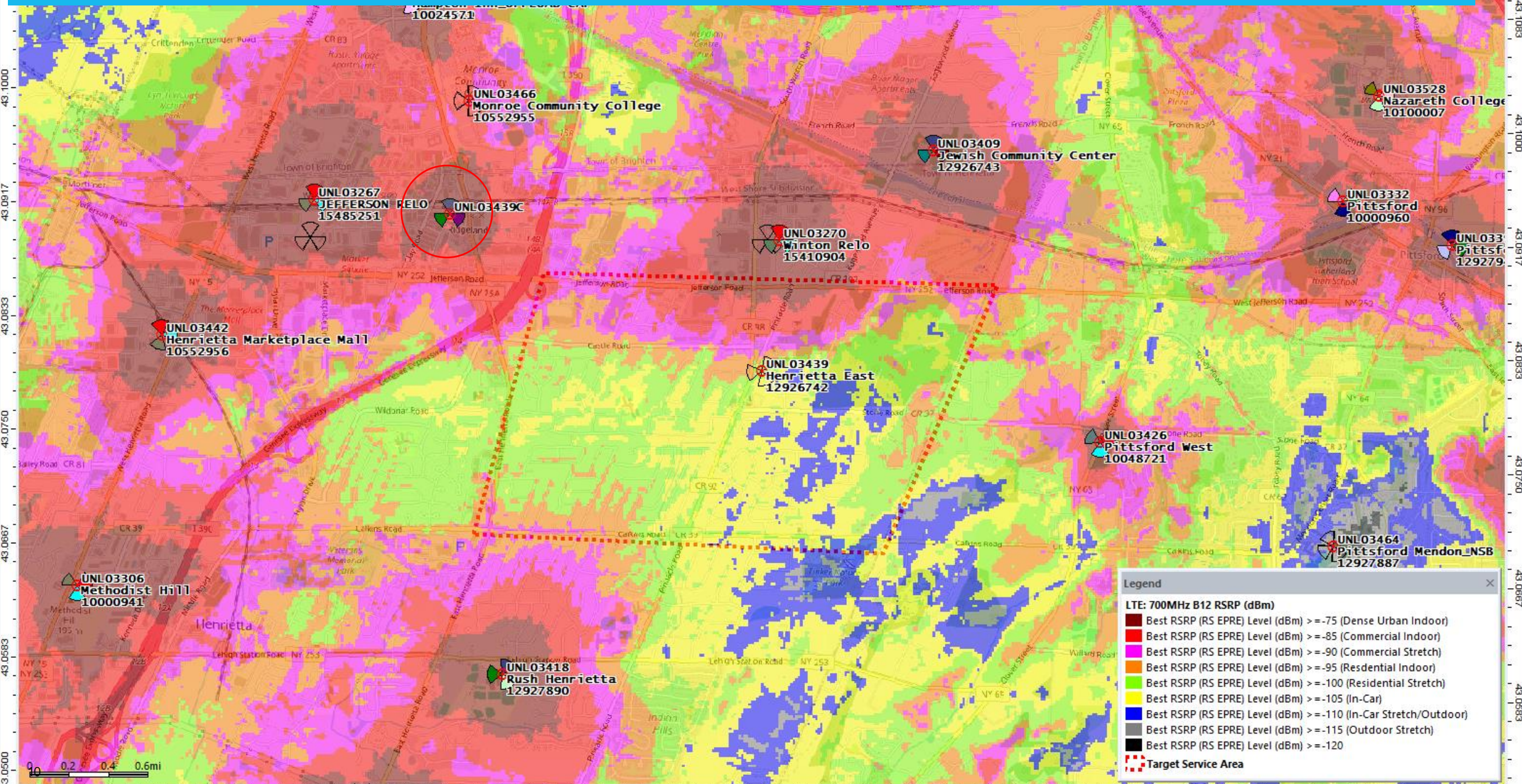
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43.1083 43.1000 43.0917 43.0833 43.0750 43.0667 43.0583 43.0500

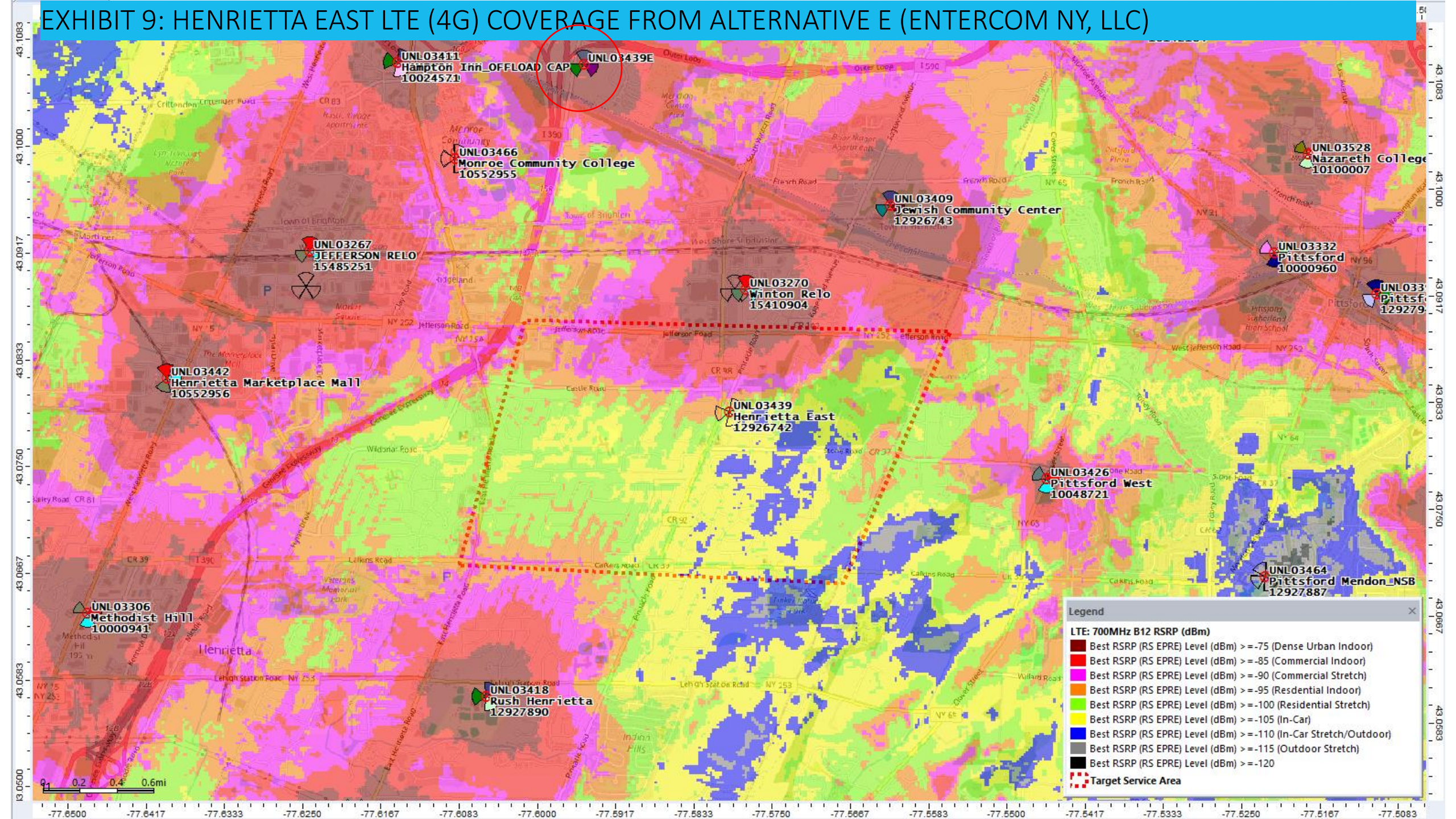
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43.1083 43.1000 43.0917 43.0833 43.0750 43.0667 43.0583 43.0500

# EXHIBIT 8: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE C (CROWN CASTLE)

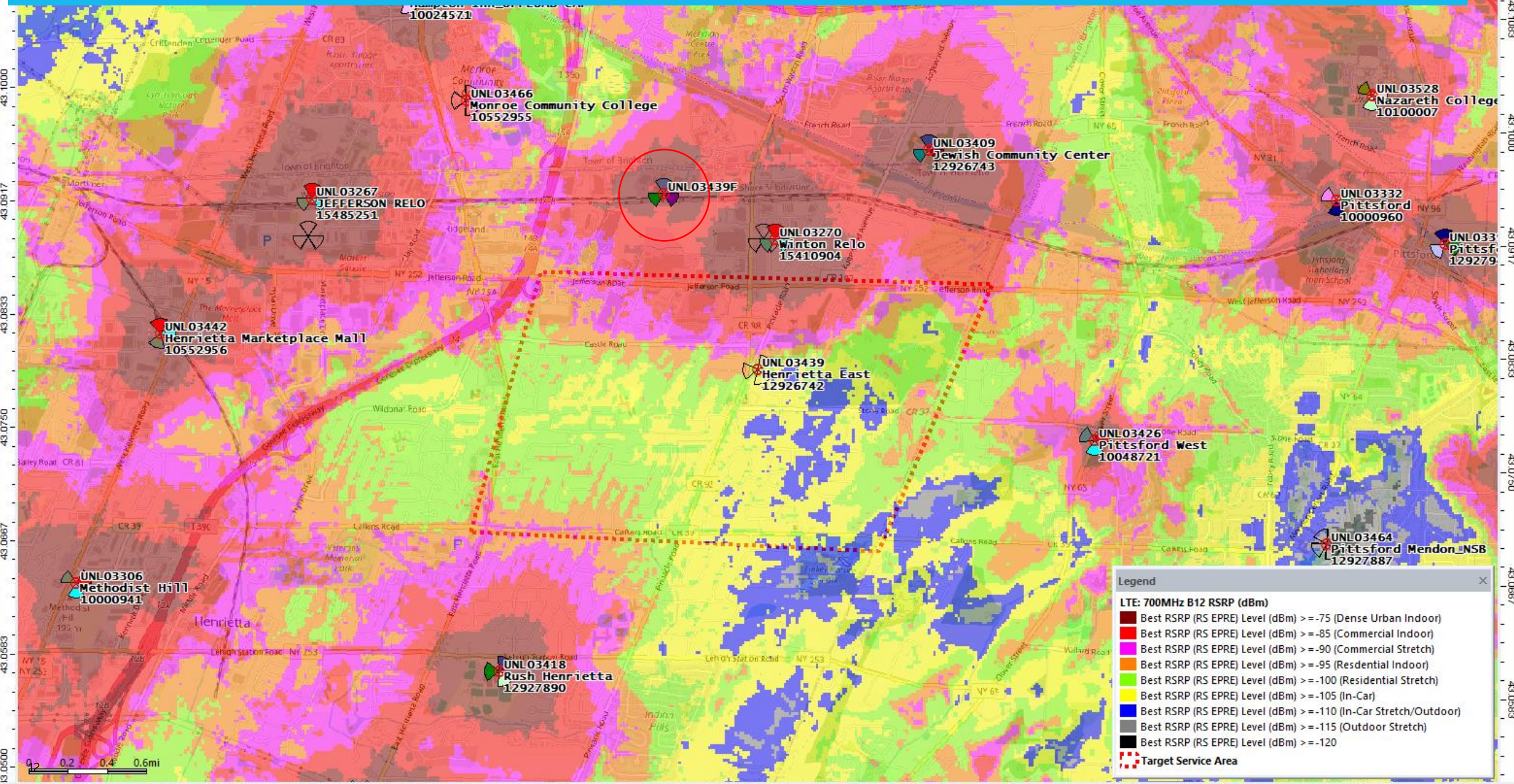


# EXHIBIT 9: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE E (ENTERCOM NY, LLC)

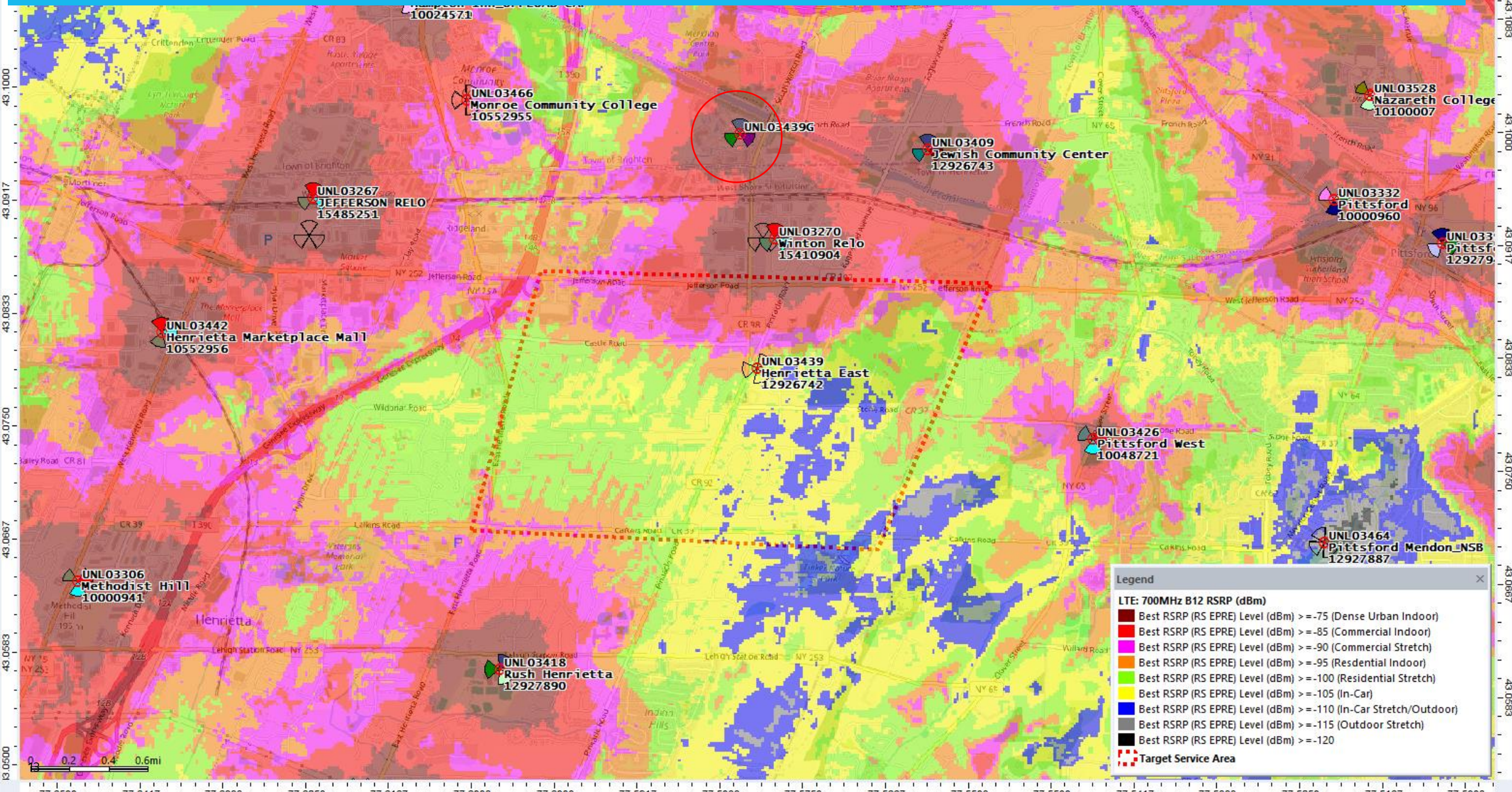




# EXHIBIT 10: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE F (ATC MONOPOLE)



# EXHIBIT 11: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE G (VERTICAL BRIDGE)

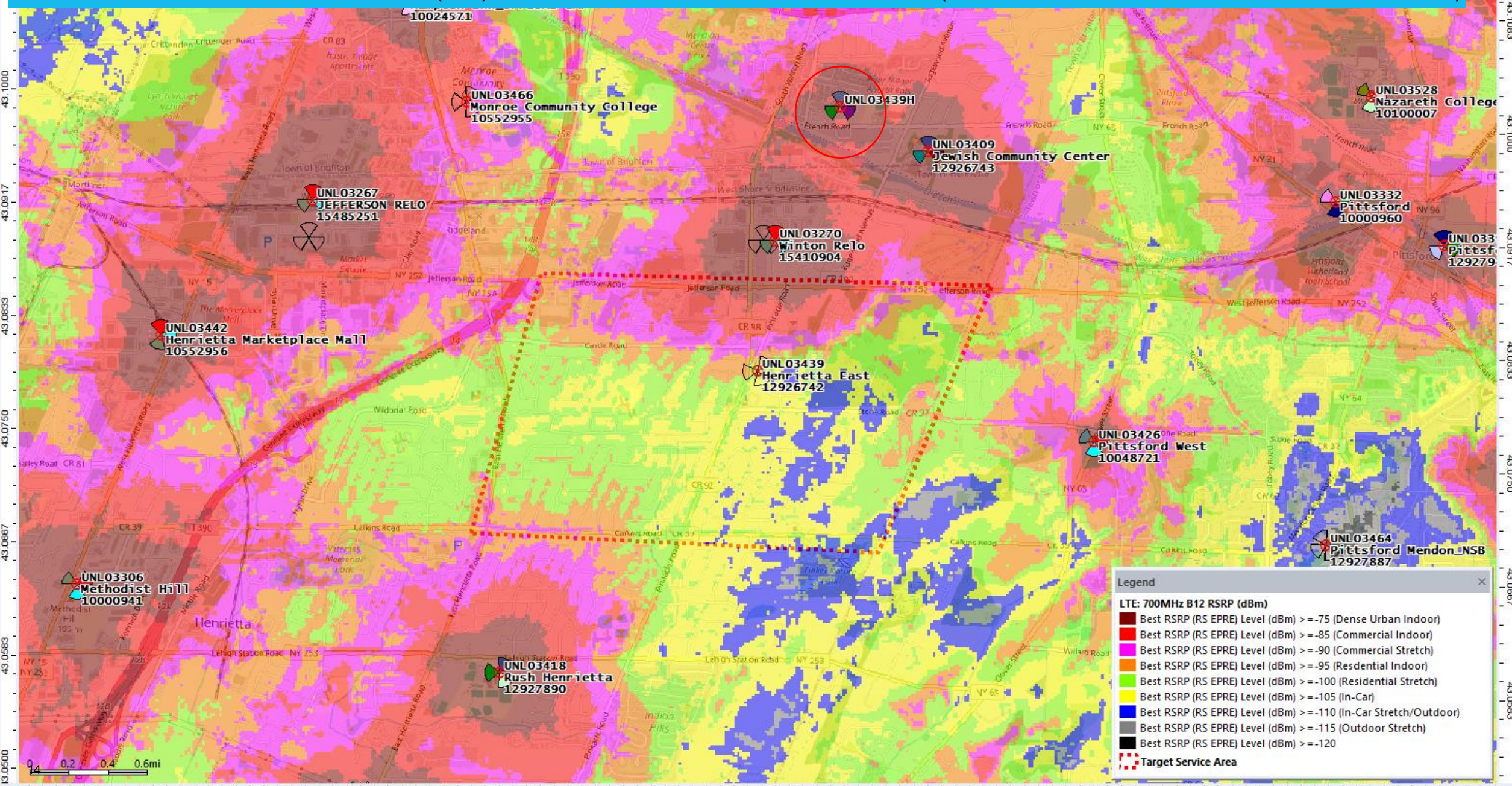


**Legend**

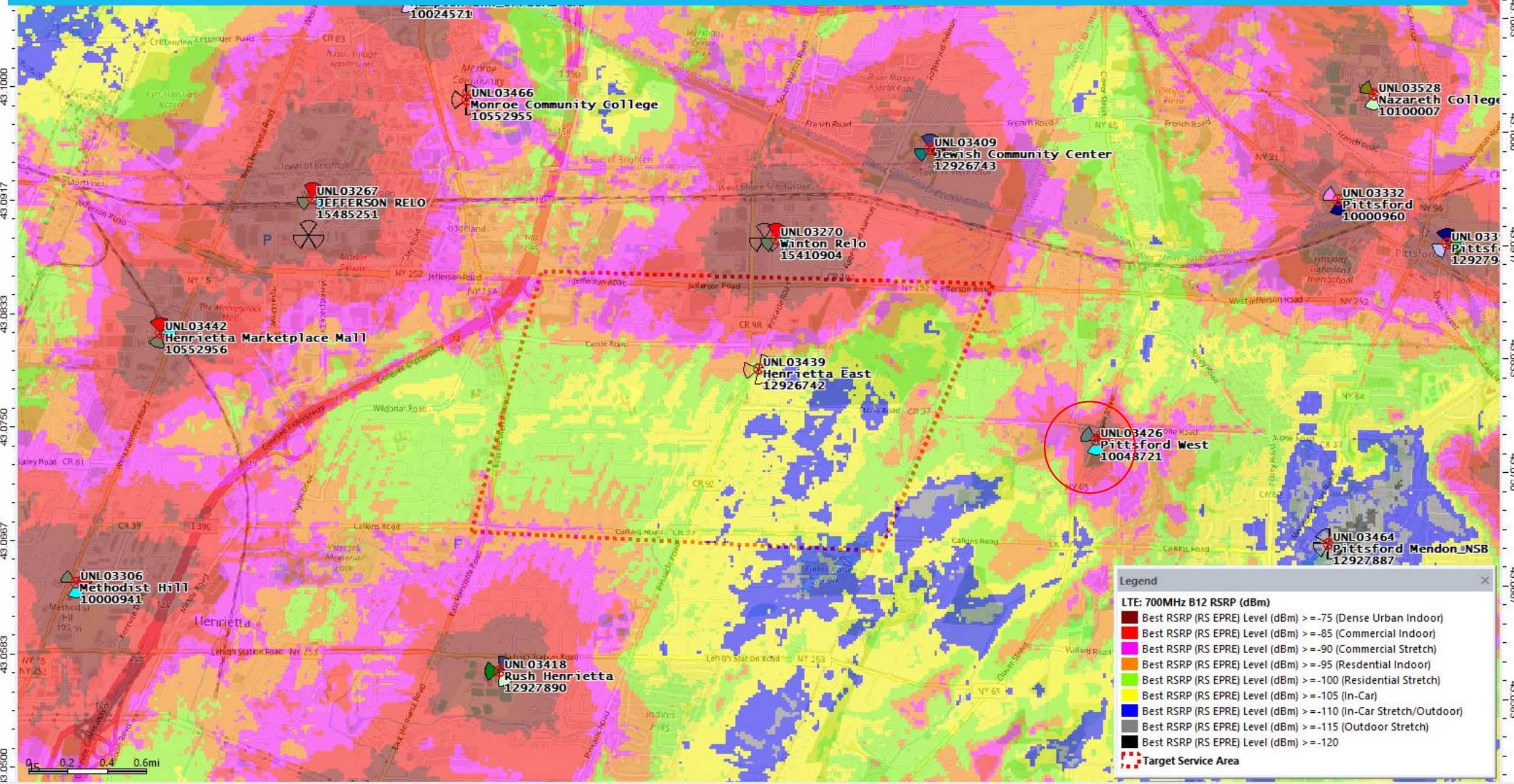
**LTE: 700MHz B12 RSRP (dBm)**

- Best RSRP (RS EPRE) Level (dBm) >=-75 (Dense Urban Indoor)
- Best RSRP (RS EPRE) Level (dBm) >=-85 (Commercial Indoor)
- Best RSRP (RS EPRE) Level (dBm) >=-90 (Commercial Stretch)
- Best RSRP (RS EPRE) Level (dBm) >=-95 (Residential Indoor)
- Best RSRP (RS EPRE) Level (dBm) >=-100 (Residential Stretch)
- Best RSRP (RS EPRE) Level (dBm) >=-105 (In-Car)
- Best RSRP (RS EPRE) Level (dBm) >=-110 (In-Car Stretch/Outdoor)
- Best RSRP (RS EPRE) Level (dBm) >=-115 (Outdoor Stretch)
- Best RSRP (RS EPRE) Level (dBm) >=-120
- Target Service Area

# EXHIBIT 12: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE H (WXXI PUBLIC BROADCASTING COUNCIL)



# EXHIBIT 13: HENRIETTA EAST LTE (4G) COVERAGE FROM ALTERNATIVE J (CROWN CASTLE SILO)





**AT&T** Business

# **EXHIBIT 9**

## **REDACTED LAND LEASE AGREEMENT**

Market: NY/NNJ  
Cell Site Number:  
Cell Site Name: Henrietta East  
Search Ring Name: Henrietta East  
Fixed Asset Number: 12926742

## LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by HENRIETTA FIRE DISTRICT, a New York district corporation, having a mailing address of 850 Bailey Road, West Henrietta, New York 14586 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel, or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 230 Pinnacle Road in the Town of Henrietta, in the County of Monroe, State of New York (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.**

Landlord hereby leases to Tenant a certain portion of the Property containing approximately 531.25 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

2. **PERMITTED USE.**

Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services; Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, but not limited to increasing the number of antennas, radios, equipment cabinets or adding microwave dishes) within the Premises at any time during the Term of this Agreement (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use Landlord's contiguous, adjoining, or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense.

3. **TERM.**

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms, and any Holdover Term are collectively referred to as the “**Term**.”

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord a yearly rental payment on or before the fifth (5<sup>th</sup>) day of each calendar year in advance, [REDACTED] (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. In the event Tenant sublets or licenses space on the Communication Facility to a third-party collocator (“**Collocator**”) pursuant to Section 16 hereof, Tenant shall remit a fee of [REDACTED] from each such Collocator to Landlord (the “**Landlord’s Revenue Share**”). Landlord’s Revenue Share shall escalate in accordance with Section 4(b) below. Notwithstanding the foregoing, in no event shall New Cingular Wireless PCS, LLC or its affiliates be considered a Collocator for purposes of this Agreement. As such, Tenant shall not pay any Landlord’s Revenue Share on fees collected from New Cingular Wireless PCS, LLC, or its affiliates.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the annual Rent and Landlord’s Revenue Share if any, will increase by [REDACTED] over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to monthly or annual Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals at Tenant’s sole cost and expense.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the



the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents, or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement, except for those uses integral to the regular, routine operations of Landlord in accordance with Sections 8(d) and 8(e) below. When required under this provision, Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected, except for those uses integral to the regular, routine operations of Landlord in accordance with Sections 8(d) and 8(e) below.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility. Notwithstanding the foregoing, Landlord is permitted any use on the Property necessary for its operations as a fire station, without regard to its effect on Tenant and its operations.

(e) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's lawfully installed and properly operated emergency equipment or operations within the Property. In the event Tenant's installations interfere with Landlord's equipment or operations, Tenant will within twenty-four (24) hours cease the operations suspected of causing such interference after notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

## 9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the gross negligence of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

## 10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants, and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) except as may be shown by a current review of the records filed in the Monroe County Clerk's Office, the Property is not and will not be encumbered by any other liens, restrictions, mortgages, covenants, conditions, easements (except, if applicable, any utility easements requested by Tenant as provided herein) leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) then, conditioned upon the payment of rent and performance by Tenant of its obligations herein, Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will use best efforts to provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**, subject to the approval of lender's counsel.

11. **ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement or any environmental report performed by Tenant, that to the best of its knowledge, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal, or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular

provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Upon the prior written consent of Landlord, Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises, which consent shall not be unreasonably withheld, conditioned, or delayed, provided however, that same will not interfere with any existing utilities or Landlord's access to the driveway or parking areas. In such event, Landlord will grant to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon the service company's request, Landlord will execute a separate recordable easement evidencing this grant, in the form required by the applicable service company, at no cost to Landlord.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to cure an interference problem as required in Section 8(a) after receipt of written notice from Landlord; or (iii) Tenant's failure to perform any other term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure, except in the event that Tenant fails to maintain insurance as required under Section 7 of this Agreement the time is reduced to thirty (30) days. Other than failure to maintain insurance or other monetary default, no such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including the termination of this Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have any and all rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent, provided that the assignee or sublessee assumes, recognizes, and also agrees to become responsible to Landlord for the performance of all terms and conditions of this Agreement to the extent of such assignment or sublease. Upon written notification to Landlord by Tenant with a true and complete executed copy of any such assignment in which the assignee has assumed all Tenant obligations, Tenant will be relieved of all future performance, liabilities, and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be in an electronic writing and shall be deemed given if sent by electronic mail to the following addresses:

If to Tenant: TowerNotices@list.att.com

If to Landlord: [REDACTED]

Electronic mail shall be deemed to have been given and received on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, in a mutually agreed upon location, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed, provided Landlord and Tenant mutually agree on a suitable location for same on the Property and such temporary transmission and reception facilities do not interfere with Landlord's use of the Property and its operations. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

## 21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory, or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated, or divided without the prior written consent of Tenant.

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## 22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) Excluding a transfer of the Premises by reason of any merger, or consolidation of the Landlord with another fire district, if Landlord, at any time during the Term of this Agreement, decides to rezone or sell,

subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer, or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 2222(b) to Tenant. Unless and until the below documents are received, Tenant shall continue to pay Rent to the original Landlord hereunder and shall not be liable to make any payments to the successor landlord.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Subsequent to the Effective Date of this Agreement, Landlord agrees not to sell, lease, or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing, or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. LIMITED RIGHT OF FIRST REFUSAL.** This Section shall not apply to any fee simple sale of the Premises by the Landlord to any prospective purchaser that is not a Third-Party Competitor, or the transfer of the Premises by reason of any merger, or consolidation of the Landlord with another fire district. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party competitor ("**Third Party Competitor**") seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within thirty (30) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may sell, convey, assign, or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign, or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment, or transfer shall be void. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein. For the avoidance of all doubt, a Third-Party Competitor is defined to be any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in, or leasing wireless telecommunications infrastructure, other than the Tenant or its affiliates or subsidiaries.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other

party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations or as otherwise set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant, and Landlord each waives any claims that each may have against the other or any of their respective agents, representatives or employees, with respect to consequential, incidental, punitive or special damages, however caused, based on any theory of liability, including, but not limited to, lost revenue, loss of technology, rights or services or interruption or loss of services, whether under the theory of contract, tort (including negligence), strict liability or otherwise.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state, and local laws, orders, rules, and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment, and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant, and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

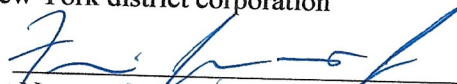
[SIGNATURES APPEAR ON NEXT PAGE]



IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

**"LANDLORD"**

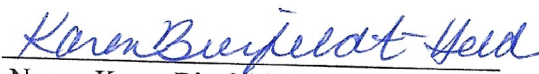
Henrietta Fire District  
a New York district corporation

By:   
Print Name: FRANCIS JOSEPH MARTIN, JR.  
Its: COMMISSION CHAIR  
Date: 5/31/24

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
Print Name: Karen Bierfeldt-Held  
Its: Lead Real Estate & Construction Manager  
Date: 5/29/24

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF ERIE

On the 29 day of May in the year 2024 before me, the undersigned, personally appeared KAREN BIERFELDT-HELD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Brenda I. Blask-Lewis  
Notary Public

Printed Name: Brenda I. Blask-Lewis  
My Commission Expires: 2/14/2026

BRENDA I. BLASK-LEWIS  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BL6037344  
Qualified in Herkimer County  
My Commission Expires February 14, 2026

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

LANDLORD ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

1. Individual or Representative Capacity:

On the 31<sup>st</sup> day of May in the year 2024 before me, the undersigned, personally appeared F. Joseph Martin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Peter J. Weishaar  
Notary Public  
Printed Name: Peter J. Weishaar

PETER J. WEISHAAR  
Notary Public, State of New York  
Monroe County  
Commission Expires April 15, 2026

My Commission Expires: 4/15/26

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 4

to the Land Lease Agreement dated May \_\_, 2024, by and between Henrietta Fire District, a New York district corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Deed Book 4061, Page 456

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Henrietta, County of Monroe and State of New York, beginning at a point on the easterly boundary of Pinnacle Road, said point being two hundred (200) feet southwesterly from the northwesterly corner of a parcel owned by Augustus J. Rath and the southeasterly corner of the former O. B. Chase Farm and at a distance of twenty-four and seventy-five hundredths (24.75) feet measured at right angles from the boundary between Town Lot 8 and Town Lot 7 of the Town of Henrietta; thence as a first dimension easterly at right angles to Pinnacle Road a distance of two hundred (200) feet; thence as a second dimension northeasterly at an interior angle of 90° in a line parallel to Pinnacle Road a distance of two hundred seventy (270) feet more or less to a point on the northerly boundary of the Rath parcel; thence as a third dimension at an interior angle of 68° 46' 40" westerly a distance of approximately two hundred fifteen (215) feet more or less to a point on the easterly boundary of Pinnacle Road; thence as a fourth dimension a distance of two hundred (200) feet southwesterly along the easterly boundary of Pinnacle Road to the point of beginning.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 4

Deed Book 10408, Page 324

ALL THAT TRACT OR PARCEL OF LAND containing 7,161 square feet, more or less, situate in the Phelps and Gorham Purchase, Town Lot 7, 1st Range, Township 12, Range 7, Town of Henrietta, County of Monroe, State of New York, being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the northerly right-of-way line of Belltower Lane (Right-of-Way varies) with the easterly right-of-way line of Pinnacle Road (49.5' Right-of-Way); thence

1. N69°06'50"W, through said right-of-way of Pinnacle Road (Town Road), a distance of 49.50 feet to a point on the easterly boundary line of lands to be conveyed from the County of Monroe to Henrietta Fire District 5 ; thence
2. N20°53'10"E, along said easterly boundary line of County of Monroe conveyance, a distance of 123.62 feet to a point; thence
3. Northeasterly along the arc of a non-tangent curve to the left having a radius of 100.00' and a chord bearing of N61°34'31"E, a distance of 77.87 feet to a point of cusp on the westerly boundary line of lands now or formerly of Henrietta Fire District 5 (T.A. No. 163.09-01-09); thence
4. S20°53'10"W, along said westerly boundary line of Henrietta Fire District 5, a distance of 181.18 feet to the Point of Beginning.

RECEIVED 'S. J. HANCOCK' IN 'POLICE' 1/19/22 AWT

Deed Book 10421, Page 265

ALL THAT TRACT AND PARCEL OF LAND situate in the Town of Henrietta, County of Monroe and State of New York, known as 0.052 acres of a surplus portion of the Winton Road South (extension) County Road 98 Right of Way. The premises are more particularly bounded and described as set forth in Schedule "A" attached hereto and made a part hereof, as set forth in map entitled **Abandonment Map No. 13, Parcel No. 1**, and which map is on file in the Monroe County Clerk's Office in Liber 1201 of Maps, page 219.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

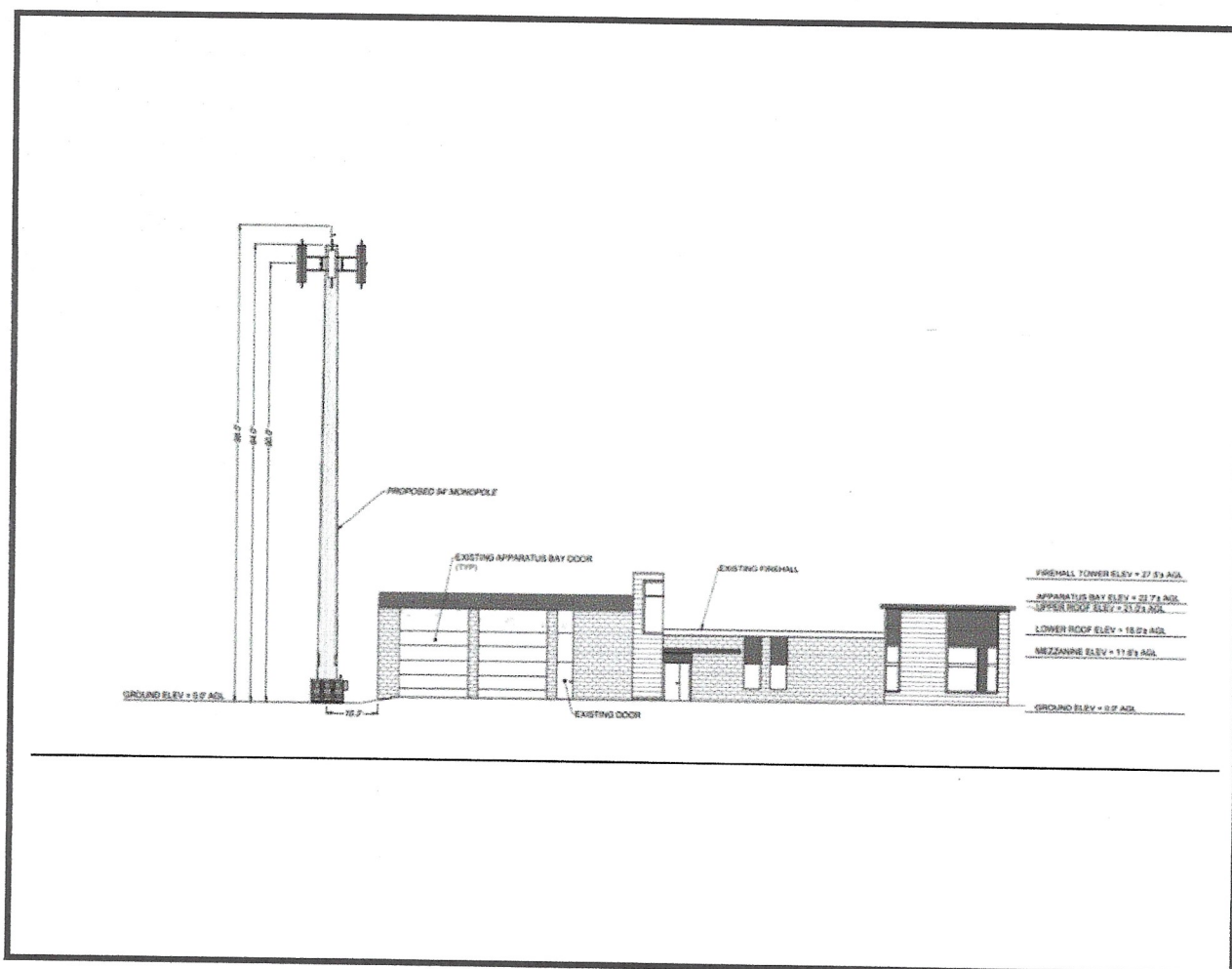


## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page 4 of 4

The Premises are described and/or depicted as follows:



#### Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 10(b)**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (“**Agreement**”), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called “**Mortgagee**”) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (“**Tenant**”).

**RECITALS:**

- A. Tenant has entered into a certain Land Lease Agreement dated [Insert Date], 20 , (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the “**Premises**”); and
- B. Landlord has given to Mortgagee a mortgage (the “**Mortgage**”) upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] (“**Property**”), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$ ) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] (“**Mortgage**”); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.
2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagee’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.
3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and



Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges, and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee," when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has caused this Agreement to be executed as of the last signature date below.

**LANDLORD:**

[Insert Landlord's Name]  
[Insert Jurisdictional State, and Entity Type]

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**MORTGAGEE:**

[Insert Mortgagee's Name]

By: \_\_\_\_\_  
Print Name: [ \_\_\_\_\_ ]  
Its: \_\_\_\_\_ [Insert Title]  
Date: \_\_\_\_\_ [Insert Date]

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**ACKNOWLEDGEMENTS**

**LANDLORD**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

*1. Individual or Representative Capacity:*

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**TENANT**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**MORTGAGEE**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

*1. Individual or Representative Capacity:*

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

The Property is legally described as follows:

The Premises is legally described as follows:

**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*None.*

**EXHIBIT 12**

**STANDARD ACCESS LETTER**

[FOLLOWS ON NEXT PAGE]

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff  
Henrietta Fire District  
850 Bailey Road  
West Henrietta, NY 14586

Re: Authorized Access granted to New Cingular Wireless PCS, LLC

Dear Building and Security Staff,

Please be advised that we have signed a lease with New Cingular Wireless PCS, LLC permitting it to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant New Cingular Wireless PCS, LLC and its representatives, employees, agents, and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, New Cingular Wireless PCS, LLC representatives may be seeking access to the property outside of normal business hours. New Cingular Wireless PCS, LLC representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Henrietta Fire District

By: \_\_\_\_\_  
Landlord Signature



**EXHIBIT 24(b)**

**MEMORANDUM OF LEASE**

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Henrietta Fire District, a New York district corporation having its principal office/residing at 850 Bailey Road, West Henrietta, New York 14586 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, for the purpose of installing, operating, and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a limited right of first refusal in the event Landlord receives a bona fide written offer from a third party competitor seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying any of the terms, conditions, or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

**LANDLORD:**

Henrietta Fire District, a  
New York district corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF NEW YORK  
COUNTY OF ERIE

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2024 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

**LANDLORD ACKNOWLEDGMENT**

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

*1. Individual or Representative Capacity:*

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Note the term "person" means any corporation, joint stock company, estate, general partnership (including any registered limited liability partnership or foreign limited liability partnership), limited liability company (including a professional service limited liability company), foreign limited liability company (including a foreign professional service limited liability company), joint venture, limited partnership, natural person, attorney in fact, real estate investment trust, business trust or other trust, custodian, nominee or any other individual or entity in its own or any representative capacity.

## EXHIBIT 1

### DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 4

to the Land Lease Agreement dated \_\_\_\_\_, 2024, by and between Henrietta Fire District, a New York district corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Deed Book 4061, Page 456

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Henrietta, County of Monroe and State of New York, beginning at a point on the easterly boundary of Pinnacle Road, said point being two hundred (200) feet southwesterly from the northwesterly corner of a parcel owned by Augustus J. Rath and the southeasterly corner of the former O. B. Chase Farm and at a distance of twenty-four and seventy-five hundredths (24.75) feet measured at right angles from the boundary between Town Lot 8 and Town Lot 7 of the Town of Henrietta; thence as a first dimension easterly at right angles to Pinnacle Road a distance of two hundred (200) feet; thence as a second dimension northeasterly at an interior angle of 90° in a line parallel to Pinnacle Road a distance of two hundred seventy (270) feet more or less to a point on the northerly boundary of the Rath parcel; thence as a third dimension at an interior angle of 68° 46' 49" westerly a distance of approximately two hundred fifteen (215) feet more or less to a point on the easterly boundary of Pinnacle Road; thence as a fourth dimension a distance of two hundred (200) feet southwesterly along the easterly boundary of Pinnacle Road to the point of beginning.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

Page 2 of 4

**Deed Book 10408, Page 324**

ALL THAT TRACT OR PARCEL OF LAND containing 7,161 square feet, more or less, situate in the Phelps and Gorham Purchase, Town Lot 7, 1st Range, Township 12, Range 7, Town of Henrietta, County of Monroe, State of New York, being more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the northerly right-of-way line of Belltower Lane (Right-of-Way varies) with the easterly right-of-way line of Pinnacle Road (49.5' Right-of-Way); thence

1. N69°06'50"W, through said right-of-way of Pinnacle Road (Town Road), a distance of 49.50 feet to a point on the easterly boundary line of lands to be conveyed from the County of Monroe to Henrietta Fire District 5 ; thence
2. N20°53'10"E, along said easterly boundary line of County of Monroe conveyance, a distance of 123.62 feet to a point; thence
3. Northeasterly along the arc of a non-tangent curve to the left having a radius of 100.00' and a chord bearing of N61°34'31"E, a distance of 77.87 feet to a point of cusp on the westerly boundary line of lands now or formerly of Henrietta Fire District 5 (T.A. No. 163.09-01-09); thence
4. S20°53'10"W, along said westerly boundary line of Henrietta Fire District 5, a distance of 181.18 feet to the Point of Beginning.



PROJECT '10, JUNE 10, 2010 11:17 AM

**Deed Book 10421, Page 265**

ALL THAT TRACT AND PARCEL OF LAND situate in the Town of Henrietta, County of Monroe and State of New York, known as 0.052 acres of a surplus portion of the Winton Road South (extension) County Road 98 Right of Way. The premises are more particularly bounded and described as set forth in Schedule "A" attached hereto and made a part hereof, as set forth in map entitled **Abandonment Map No. 13, Parcel No. 1**, and which map is on file in the Monroe County Clerk's Office in Liber 1201 of Maps, page 219.

**Notes:**

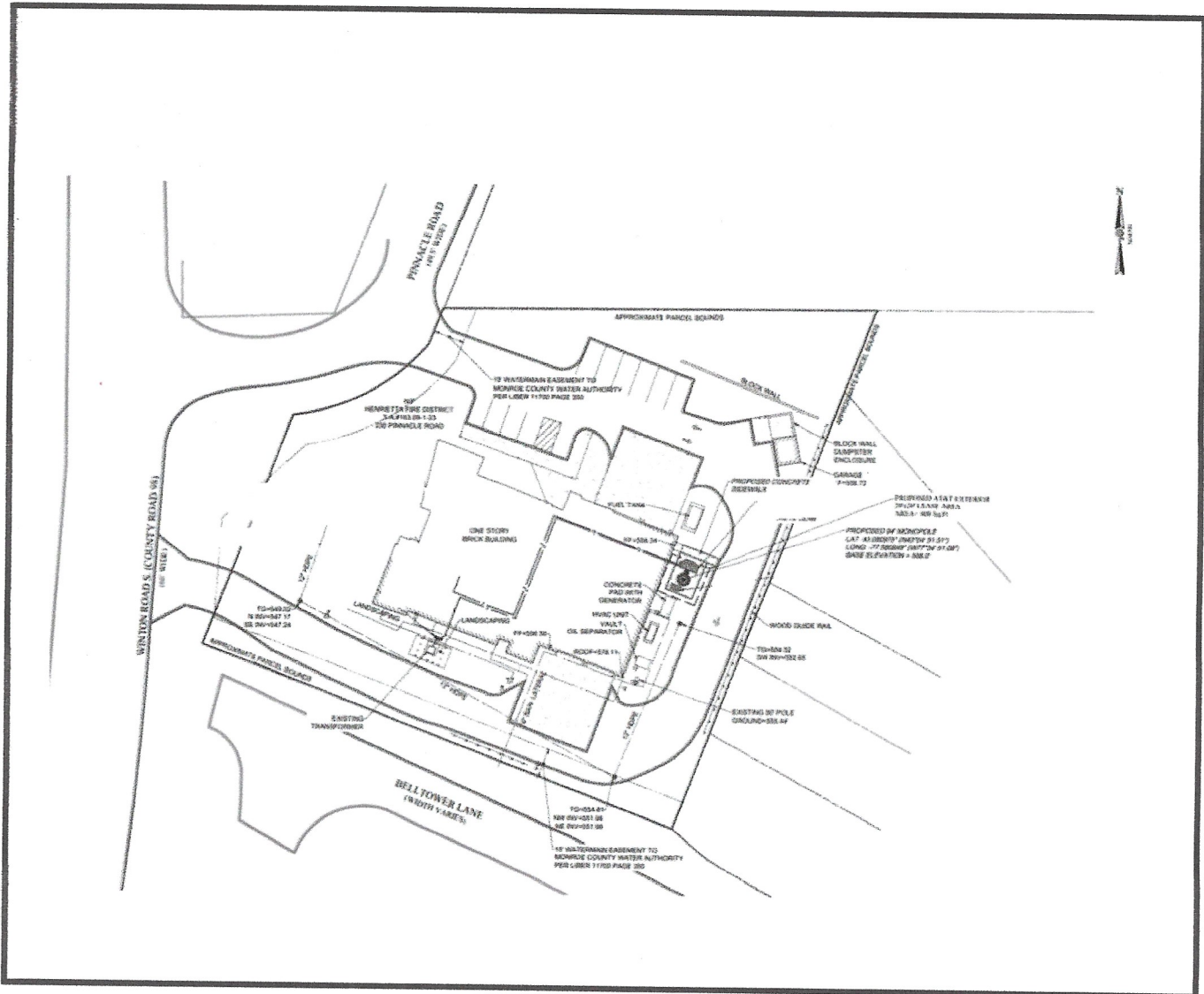
1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

# EXHIBIT 1

## DESCRIPTION OF PROPERTY AND PREMISES

Page 3 of 4

The Premises are described and/or depicted as follows:



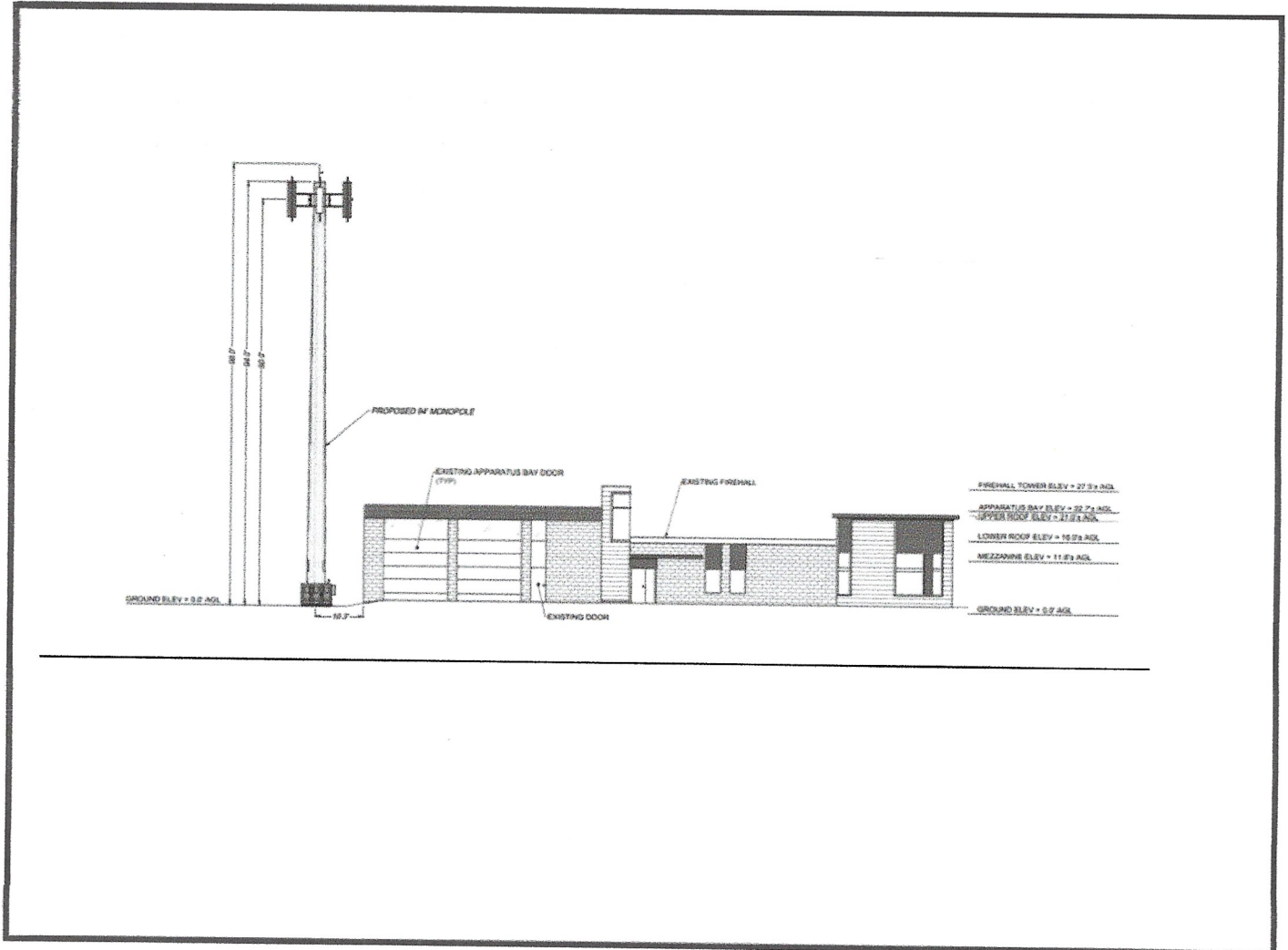
### Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 1**  
**DESCRIPTION OF PROPERTY AND PREMISES**

Page 4 of 4

The Premises are described and/or depicted as follows:



**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
or	
Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# **EXHIBIT 10**

## **FCC LICENSES**

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T WIRELESS SERVICES 3 LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
AT&T WIRELESS SERVICES 3 LLC
208 S. AKARD STREET, 20F
DALLAS, TX 75202

Table with Call Sign (WQVN681), File Number, and Radio Service (AT - AWS-3) details.

FCC Registration Number (FRN): 0023910920

Table containing license details: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, and Build-out Dates.

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

**Licensee Name:** AT&T WIRELESS SERVICES 3 LLC

**Call Sign:** WQVN681

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Reference Copy

REFERENCE COPY

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T WIRELESS SERVICES 3 LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
AT&T WIRELESS SERVICES 3 LLC
208 S. AKARD STREET, 20F
DALLAS, TX 75202

Table with Call Sign (WQVN680), File Number, and Radio Service (AT - AWS-3) details.

FCC Registration Number (FRN): 0023910920

Table containing license details: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, and Build-out Dates.

Waivers/Conditions:

NONE

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

**Licensee Name:** AT&T WIRELESS SERVICES 3 LLC

**Call Sign:** WQVN680

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

REFERENCE COPY

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: AT&T MOBILITY SPECTRUM, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
AT&T MOBILITY SPECTRUM, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (WQVG231), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0014980726

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

**Licensee Name:** AT&T MOBILITY SPECTRUM, LLC

**Call Sign:** WQVG231

**File Number:**

**Print Date:**

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Reference Copy



**Licensee Name:** AT&T MOBILITY SPECTRUM, LLC

**Call Sign:** WQVG231

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Reference Copy

**REFERENCE COPY**

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**Federal Communications Commission  
Public Safety and Homeland Security Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: FIRST RESPONDER NETWORK AUTHORITY

ATTN: UZOMA ONYEJE  
FIRST RESPONDER NETWORK AUTHORITY  
12201 SUNRISE VALLEY DRIVE  
RESTON, VA 20192

<b>Call Sign</b> WQQE234	<b>File Number</b> 0010176495
<b>Radio Service</b> SP - 700 MHz Public Safety Broadband Nationwide License	
<b>Regulatory Status</b> PMRS	

FCC Registration Number (FRN): 0025487950

<b>Grant Date</b> 05-26-2023	<b>Effective Date</b> 05-26-2023	<b>Expiration Date</b> 11-15-2032	<b>Print Date</b> 05-27-2023
---------------------------------	-------------------------------------	--------------------------------------	---------------------------------

**Location:** Nationwide

**Frequency Bands:** 000758.00000000-000769.00000000 MHz  
000788.00000000-000799.00000000 MHz

**Waivers/Conditions:**

This authorization is subject to any rules the Commission may adopt pursuant to its authority under the Middle Class Tax Relief and Job Creation Act of 2012 or the Communications Act of 1934, as amended.

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with 2 columns: Call Sign (WQJQ725), File Number, and Radio Service (WY - 700 MHz Lower Band (Blocks A, B & E)).

FCC Registration Number (FRN): 0003291192

Table with 4 columns: Grant Date (07-18-2019), Effective Date (01-23-2024), Expiration Date (06-13-2029), Print Date, Market Number (CMA034), Channel Block (B), Sub-Market Designator (0), Market Name (Rochester, NY), 1st Build-out Date (12-13-2016), 2nd Build-out Date (06-13-2019), 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This license is subject to compliance with the conditions set forth in the Commission's Order of Modification, WT Docket No. 12-69, DA 14-43, released January 16, 2014.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WQJQ725

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (WQGA792), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

AWS operations must not cause harmful interference across the Canadian or Mexican Border. The authority granted herein is subject to future international agreements with Canada or Mexico, as applicable.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WQGA792

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (WPYZ849), File Number, and Radio Service (WZ - 700 MHz Lower Band (Blocks C, D))

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

Operation of the facilities authorized herein, are subject to the condition that harmful interference may not be caused to, but must be accepted from UHF TV transmitters in Canada and Mexico as identified in existing and any future agreements with those countries.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WPYZ849

**File Number:**

**Print Date:**

This license is subject to compliance with the conditions set forth in the Commission's Order of Modification, WT Docket No. 12-69, DA 14-43, released January 16, 2014.

Reference Copy



**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WPYZ849

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (WPQL636), File Number, and Radio Service (WS - Wireless Communications Service).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/Mexico), future coordination of any base station transmitters shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WPQL636

**File Number:**

**Print Date:**

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Reference Copy

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WPQL636

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with 2 columns: Call Sign (KNLG529), File Number, and Radio Service (CW - PCS Broadband)

FCC Registration Number (FRN): 0003291192

Table with 4 columns: Grant Date (06-02-2017), Effective Date (01-24-2024), Expiration Date (06-27-2027), Print Date, Market Number (BTA379), Channel Block (E), Sub-Market Designator (0), Market Name (Rochester, NY), 1st Build-out Date (06-27-2002), 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLG529

**File Number:**

**Print Date:**

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Reference Copy

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLG529

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (KNLF270), File Number, and Radio Service (CW - PCS Broadband).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the licensee shall comply with Section 24.204 of the Commission's rules, 47 C.F.R. 24.204.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).



**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLF270

**File Number:**

**Print Date:**

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLF270

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
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RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (KNLB312), File Number, and Radio Service (WS - Wireless Communications Service).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/Mexico), future coordination of any base station transmitters shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLB312

**File Number:**

**Print Date:**

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Reference Copy

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLB312

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with 2 columns: Call Sign (KNLB297), File Number, and Radio Service (WS - Wireless Communications Service).

FCC Registration Number (FRN): 0003291192

Table with 4 columns: Grant Date (02-28-2020), Effective Date (01-23-2024), Expiration Date (07-21-2027), Print Date, Market Number (REA001), Channel Block (D), Sub-Market Designator (0), Market Name (Northeast), 1st Build-out Date, 2nd Build-out Date (09-13-2021), 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLB297

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST, 20F
DALLAS, TX 75202

Table with Call Sign (KNLB204), File Number, and Radio Service (WS - Wireless Communications Service).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/Mexico), future coordination of any base station transmitters shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).



**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLB204

**File Number:**

**Print Date:**

License renewal is granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Pursuant to WCS Order on Reconsideration, FCC 12-130, in order to obtain a renewal expectancy at the 7/21/17 renewal deadline, a licensee must, for each license area, certify that it has maintained, or exceeded, the level of coverage demonstrated for that license area at the 3/13/2017 construction deadline.

Reference Copy

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLB204

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: NATIONAL REGULATORY COMPLIANCE  
NEW CINGULAR WIRELESS PCS, LLC  
208 S AKARD ST, 20F  
DALLAS, TX 75202

<b>Call Sign</b> KNKA317	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA034	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

**FCC Registration Number (FRN):** 0003291192

<b>Market Name</b> Rochester, NY
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<b>Grant Date</b> 09-01-2015	<b>Effective Date</b> 01-23-2024	<b>Expiration Date</b> 10-01-2025	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
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**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	43-12-40.6 N	078-17-51.3 W	196.6	90.5	1009815

**Address:** 12780 WEST COUNTY HOUSE ROAD (59669)

**City:** ALBION **County:** ORLEANS **State:** NY **Construction Deadline:**

**Antenna: 1**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	167.100	148.300	88.400	87.000	82.400	93.700	114.100	158.800
<b>Transmitting ERP (watts)</b>	73.871	208.586	147.413	14.576	1.741	0.452	0.547	7.980

**Antenna: 2**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	167.100	148.300	88.400	87.000	82.400	93.700	114.100	158.800
<b>Transmitting ERP (watts)</b>	0.485	0.861	15.772	127.139	232.439	85.587	5.084	1.101

**Antenna: 3**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	<b>0</b>	<b>45</b>	<b>90</b>	<b>135</b>	<b>180</b>	<b>225</b>	<b>270</b>	<b>315</b>
<b>Antenna Height AAT (meters)</b>	167.100	148.300	88.400	87.000	82.400	93.700	114.100	158.800
<b>Transmitting ERP (watts)</b>	39.454	2.546	0.640	0.483	3.917	38.089	187.045	202.675

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA317

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	42-34-50.3 N	077-49-49.1 W	598.3	46.6	

Address: 9223 MOORE RD (59675)

City: West Sparta County: LIVINGSTON State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	399.700	377.700	281.000	196.600	122.100	96.200	265.500	324.800
Transmitting ERP (watts)	104.139	294.554	246.641	65.881	10.815	0.713	1.670	16.983

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	399.700	377.700	281.000	196.600	122.100	96.200	265.500	324.800
Transmitting ERP (watts)	0.743	4.229	28.480	156.486	329.253	196.687	36.376	5.671

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	399.700	377.700	281.000	196.600	122.100	96.200	265.500	324.800
Transmitting ERP (watts)	111.227	18.729	2.020	0.694	9.415	72.620	239.415	314.374

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	43-17-40.9 N	078-08-54.3 W	122.8	79.9	1008258

Address: 15049 RIDGE RD (59693)

City: ALBION County: ORLEANS State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	114.300	109.600	85.200	34.500	30.000	31.300	82.700	108.800
Transmitting ERP (watts)	200.841	184.439	48.100	2.130	0.517	7.372	91.443	220.485

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	114.600	109.900	85.500	34.800	30.000	31.300	83.000	109.100
Transmitting ERP (watts)	6.699	65.360	172.599	218.759	140.420	23.103	0.996	0.522

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	114.600	109.900	85.500	34.800	30.000	31.300	83.000	109.100
Transmitting ERP (watts)	1.132	0.488	3.378	52.665	184.556	227.800	151.503	30.387

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	42-44-30.1 N	077-23-16.3 W	618.4	60.7	1050934

Address: 5776 Stid Hill Road (59702)

City: South Bristol County: ONTARIO State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	349.000	389.200	380.800	296.200	259.300	156.200	243.300	285.800
Transmitting ERP (watts)	49.888	92.776	78.398	16.865	1.765	0.227	0.572	4.011

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	349.000	389.200	380.800	296.200	259.300	156.200	243.300	285.800
Transmitting ERP (watts)	0.259	0.474	11.161	60.877	55.818	52.479	7.349	1.298

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	349.000	389.200	380.800	296.200	259.300	156.200	243.300	285.800
Transmitting ERP (watts)	75.850	9.809	1.620	0.261	0.590	8.952	69.824	128.069

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	43-16-37.6 N	077-56-46.1 W	107.6	90.8	1023176

Address: 1055 DRAKE ROAD (59690)

City: BROCKPORT County: MONROE State: NY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.200	114.300	104.500	58.300	30.000	33.500	66.600	100.000
Transmitting ERP (watts)	41.072	113.943	74.419	7.804	0.667	0.251	0.281	3.709

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.200	114.300	104.500	58.300	30.000	33.500	66.600	100.000
Transmitting ERP (watts)	0.254	0.496	8.195	64.071	120.396	46.750	2.502	0.490

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.200	114.300	104.500	58.300	30.000	33.500	66.600	100.000
Transmitting ERP (watts)	21.565	0.977	0.231	0.243	1.625	22.761	98.944	106.008

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
28	43-13-48.8 N	078-27-31.5 W	139.9	79.2	1217243

Address: 3710 County Line Road (59715)

City: Middleport County: ORLEANS State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.000	105.200	59.400	30.000	30.000	30.000	91.900	105.100
Transmitting ERP (watts)	129.233	46.613	2.509	0.530	0.280	0.704	10.014	75.321

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.000	105.200	59.400	30.000	30.000	30.000	91.900	105.100
Transmitting ERP (watts)	1.784	21.382	97.750	114.749	23.221	1.199	0.269	0.293

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.000	105.200	59.400	30.000	30.000	32.400	91.900	105.100
Transmitting ERP (watts)	0.287	0.097	0.109	1.631	18.226	57.886	33.330	3.486

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
29	43-14-11.5 N	077-04-30.3 W	177.1	24.4	1220027

Address: 6569 ROUTE 88 (59691)

City: Sodus County: WAYNE State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	121.400	121.500	99.800	71.700	60.300	54.100	74.000	116.200
Transmitting ERP (watts)	88.199	248.854	170.043	18.057	1.457	0.520	0.582	7.691

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	121.400	121.500	99.800	71.700	60.300	54.100	74.000	116.200
Transmitting ERP (watts)	0.547	1.017	17.834	144.021	260.338	100.933	5.497	1.063

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	121.400	121.500	99.800	71.700	60.300	54.100	74.000	116.200
Transmitting ERP (watts)	48.670	2.163	0.518	0.546	3.323	45.552	213.934	233.715

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
33	43-11-19.0 N	078-08-52.0 W	210.0	105.7	1224935

Address: 15079 East Barre Road (59752)

City: Albion County: ORLEANS State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	157.700	141.900	108.400	109.000	89.100	105.000	100.100	142.900
Transmitting ERP (watts)	130.092	242.692	225.100	69.845	4.897	0.495	0.638	15.213

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	157.700	141.900	108.400	109.000	89.100	105.000	100.100	142.900
Transmitting ERP (watts)	0.514	1.179	35.806	180.522	251.845	174.532	32.319	1.281

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	157.700	141.900	108.400	109.000	89.100	105.000	100.100	142.900
Transmitting ERP (watts)	122.770	12.824	0.489	0.539	5.061	74.603	233.821	248.364

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
35	43-19-48.6 N	078-04-15.7 W	102.7	79.2	1234772

Address: 1751 West Kendall Road (59755)

City: Kendall County: ORLEANS State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	95.300	94.300	78.500	54.900	30.000	30.000	66.800	92.200
Transmitting ERP (watts)	78.277	215.267	151.217	23.505	1.925	0.993	1.619	12.304

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	95.300	94.300	78.500	54.900	30.000	30.000	66.800	92.200
Transmitting ERP (watts)	0.545	2.692	24.041	116.772	241.695	101.098	11.017	0.691

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	95.300	94.300	78.500	54.900	30.000	30.000	66.800	92.200
Transmitting ERP (watts)	51.823	4.765	0.561	0.476	5.725	53.798	177.318	211.814

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
37	42-47-38.0 N	077-00-30.9 W	217.9	60.7	

Address: 4850 County Route 6 (59714)

City: Geneva County: ONTARIO State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.900	123.000	93.400	118.800	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	34.158	222.043	412.360	152.991	10.810	1.124	0.834	1.069

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.900	123.000	93.400	118.800	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	0.779	0.784	4.898	65.130	332.328	357.774	72.073	4.555

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.900	123.000	93.400	118.800	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	277.171	29.620	2.305	0.741	0.883	14.592	133.927	417.487

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
38	43-13-08.9 N	076-46-37.9 W	165.8	80.2	1205682

Address: 5996 Wager Road (59722)

City: Wolcott County: WAYNE State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	138.500	126.400	105.600	98.200	102.900	108.500	123.600	144.900
Transmitting ERP (watts)	112.889	321.240	223.588	25.448	1.718	0.659	0.718	10.484

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	138.500	126.400	105.600	98.200	102.900	108.500	123.600	144.900
Transmitting ERP (watts)	0.707	0.988	25.509	187.538	346.222	133.593	8.232	1.212

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	138.500	126.400	105.600	98.200	102.900	108.500	123.600	144.900
Transmitting ERP (watts)	63.176	3.007	0.619	0.869	3.766	58.423	273.189	299.008



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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
39	42-38-21.4 N	077-39-34.7 W	628.8	91.7	1011681

Address: 6478 Swartz Road (101513)

City: Sparta County: LIVINGSTON State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	283.100	277.600	220.800	256.600	252.000	375.900	430.100	352.600
Transmitting ERP (watts)	116.051	322.121	223.730	24.953	1.993	0.670	0.739	12.215

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	283.100	277.600	220.800	256.600	252.000	375.900	430.100	352.600
Transmitting ERP (watts)	0.337	0.447	11.913	85.712	167.320	63.709	5.155	0.705

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	283.100	277.600	220.800	256.600	252.000	375.900	430.100	352.600
Transmitting ERP (watts)	60.710	3.518	0.634	0.679	4.493	61.980	269.200	293.465

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
40	43-12-45.8 N	077-51-33.0 W	146.3	47.5	

Address: 1086Ogden-Parma Towline Road (98763)

City: Parma County: MONROE State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.900	98.600	59.400	30.000	30.000	30.000	30.000	78.300
Transmitting ERP (watts)	142.683	384.215	258.656	30.151	2.355	0.808	1.071	15.789

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.900	98.600	59.400	30.000	30.000	30.000	30.000	78.300
Transmitting ERP (watts)	0.877	0.995	31.909	233.547	421.706	154.993	11.344	1.174

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.900	98.600	59.400	30.000	30.000	30.000	30.000	78.300
Transmitting ERP (watts)	73.662	4.193	0.725	0.838	5.288	74.668	370.651	368.705

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
41	42-50-58.3 N	077-00-56.5 W	232.0	56.4	

Address: 3750 COUNTY ROAD 6 (97261)  
City: GENEVA County: ONTARIO State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	122.000	138.200	127.300	128.600	42.400	30.000	30.000	58.100
Transmitting ERP (watts)	113.590	320.073	220.708	22.525	1.839	0.649	0.754	10.415

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	122.000	138.200	127.300	128.600	42.400	30.000	30.000	58.100
Transmitting ERP (watts)	0.701	1.302	23.180	175.442	327.076	126.674	7.077	1.410

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	122.000	138.200	127.300	128.600	42.400	30.000	30.000	58.100
Transmitting ERP (watts)	61.974	2.751	0.668	0.652	4.099	55.680	273.745	307.522

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
42	43-19-41.6 N	078-23-54.4 W	101.5	59.4	

Address: 246 WEST AVENUE (78727)  
City: Lyndonville County: ORLEANS State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	82.500	80.900	60.100	30.000	30.000	45.600	53.300	80.100
Transmitting ERP (watts)	256.878	151.310	29.320	5.379	0.758	5.635	48.396	190.665

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	82.500	80.900	60.100	30.000	30.000	45.600	53.300	80.100
Transmitting ERP (watts)	8.811	79.518	216.289	239.504	105.228	14.333	1.438	0.589

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	82.500	80.900	60.100	30.000	30.000	45.600	53.300	80.100
Transmitting ERP (watts)	7.963	0.540	1.927	20.703	139.771	261.302	205.297	57.659

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA317

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
43	43-12-29.7 N	077-31-00.8 W	127.1	48.2	

Address: 979 Bay Road (1152)

City: Webster County: MONROE State: NY Construction Deadline: 05-31-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.300	76.800	30.000	30.000	36.000	30.000	35.000	84.000
Transmitting ERP (watts)	377.997	109.082	6.895	0.796	0.785	0.873	6.689	124.880

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.300	76.800	30.000	30.000	36.000	30.000	35.000	84.000
Transmitting ERP (watts)	0.798	18.437	227.280	327.230	49.144	1.788	0.730	0.685

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	86.300	76.800	30.000	30.000	36.000	30.000	35.000	84.000
Transmitting ERP (watts)	0.685	0.641	0.697	1.673	54.728	340.754	223.014	19.465

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
44	42-42-37.0 N	077-44-20.8 W	420.9	46.9	

Address: TURNER RD & BARBER HILL RD (59660)

City: GROVELAND County: LIVINGSTON State: NY Construction Deadline: 05-31-2013

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	151.700	119.200	49.700	30.000	221.900	195.500	242.000	223.400
Transmitting ERP (watts)	128.598	346.222	242.055	32.131	1.911	0.759	0.839	11.990

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	151.700	119.200	49.700	30.000	221.900	195.500	242.000	223.400
Transmitting ERP (watts)	0.797	1.095	28.797	265.849	385.431	148.256	9.033	1.336

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	151.700	119.200	49.700	30.000	221.900	195.500	242.000	223.400
Transmitting ERP (watts)	68.829	3.212	0.685	1.283	4.420	69.389	306.427	326.321

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA317

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
45	43-11-59.5 N	077-12-03.8 W	168.6	89.3	1004280

Address: 5520 EDDY RIDGE ROAD (59664)

City: WILLIAMSON County: WAYNE State: NY Construction Deadline: 05-31-2013

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	165.300	150.400	118.000	113.000	106.600	99.900	109.000	153.100
Transmitting ERP (watts)	95.777	270.601	186.987	19.704	1.588	0.557	0.633	8.475

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	165.300	150.400	118.000	113.000	106.600	99.900	109.000	153.100
Transmitting ERP (watts)	0.207	0.256	7.726	53.684	100.849	40.950	4.161	0.247

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	165.300	150.400	118.000	113.000	106.600	99.900	109.000	153.100
Transmitting ERP (watts)	52.294	2.332	0.571	0.598	3.631	48.499	230.209	253.022

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
46	43-14-34.4 N	076-54-37.6 W	112.8	60.4	

Address: 10000 Lummisville Road (103313)

City: Wolcott County: WAYNE State: NY Construction Deadline: 05-31-2013

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.400	90.600	61.100	45.700	52.400	42.000	59.700	95.300
Transmitting ERP (watts)	129.341	363.459	252.657	28.972	2.187	0.766	0.856	13.666

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.400	90.600	61.100	45.700	52.400	42.000	59.700	95.300
Transmitting ERP (watts)	0.380	0.479	12.686	97.100	182.920	74.530	6.156	0.815

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.400	90.600	61.100	45.700	52.400	42.000	59.700	95.300
Transmitting ERP (watts)	70.351	4.026	0.697	0.760	4.580	69.417	318.873	342.134

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA317

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
47	43-05-28.0 N	076-45-31.1 W	118.9	60.7	

Address: 2385 Bixby Wood Road (107204)

City: Savannah County: WAYNE State: NY Construction Deadline: 05-31-2013

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	43.600	47.400	47.200	43.800	50.700	42.100	49.300	51.500
Transmitting ERP (watts)	129.589	369.586	254.395	28.994	2.182	0.753	0.812	13.361

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	43.600	47.400	47.200	43.800	50.700	42.100	49.300	51.500
Transmitting ERP (watts)	0.812	0.908	30.147	214.527	391.353	149.264	10.064	1.057

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	43.600	47.400	47.200	43.800	50.700	42.100	49.300	51.500
Transmitting ERP (watts)	70.862	4.093	0.701	0.753	4.551	67.646	308.146	339.672

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
48	43-13-58.3 N	077-16-48.4 W	124.0	78.6	1006265

Address: 6449 FURNACE ROAD (59717)

City: ONTARIO County: WAYNE State: NY Construction Deadline: 05-31-2013

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.200	90.700	47.100	30.000	30.000	30.000	55.000	91.900
Transmitting ERP (watts)	112.361	308.112	214.070	23.005	1.862	0.681	0.756	9.931

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.200	90.700	47.100	30.000	30.000	30.000	55.000	91.900
Transmitting ERP (watts)	0.699	1.259	22.777	186.794	334.529	130.734	7.042	1.363

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.200	90.700	47.100	30.000	30.000	30.000	55.000	91.900
Transmitting ERP (watts)	61.026	2.659	0.651	0.704	4.290	59.954	272.794	295.604

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKA317

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
49	43-19-25.6 N	077-44-30.6 W	76.8	56.4	

Address: 557 Manitou Beach Road (106994)

City: Hilton County: MONROE State: NY Construction Deadline: 05-31-2013

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	56.300	56.500	57.100	47.700	30.000	30.800	45.200	56.100
Transmitting ERP (watts)	0.763	6.896	117.421	318.210	100.514	5.346	0.685	0.679

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	56.300	56.500	57.100	47.700	30.000	30.800	45.200	56.100
Transmitting ERP (watts)	0.508	0.502	0.565	10.423	137.055	243.135	45.268	1.406

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	56.300	56.500	57.100	47.700	30.000	30.800	45.200	56.100
Transmitting ERP (watts)	23.309	0.913	0.526	0.539	1.565	44.391	270.407	216.861

Control Points:

Control Pt. No. 2

Address: 600 WHITNEY ROAD

City: FAIRPORT County: State: NY Telephone Number: (716)766-6868

Waivers/Conditions:

THIS AUTHORIZATION IS SUBJECT TO THE CONDITION THAT, IN THE EVENT THAT CELLULAR SYSTEMS USING THE SAME FREQUENCY BLOCK AS GRANTED HEREIN ARE AUTHORIZED IN ADJACENT TERRITORY IN CANADA, COORDINATION OF ANY OF THE LICENSEE'S TRANSMITTER INSTALLATIONS WHICH ARE WITHIN 45 MILES OF THE U.S. CANADA BORDER SHALL BE REQUIRED TO ELIMINATE ANY HARMFUL INTERFERENCE THAT MIGHT OTHERWISE EXIST AND TO INSURE CONTINUANCE OF EQUAL ACCESS TO THE FREQUENCY BLOCK BY BOTH COUNTRIES.

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

# **EXHIBIT 11**

## **TOWAIR DETERMINATION**

## TOWAIR Determination Results

A routine check of the coordinates, heights, and structure type you provided indicates that this structure does not require registration.

### \*\*\* NOTICE \*\*\*

TOWAIR's findings are not definitive or binding, and we cannot guarantee that the data in TOWAIR are fully current and accurate. In some instances, TOWAIR may yield results that differ from application of the criteria set out in 47 C.F.R. Section 17.7 and 14 C.F.R. Section 77.13. A positive finding by TOWAIR recommending notification should be given considerable weight. On the other hand, a finding by TOWAIR recommending either for or against notification is not conclusive. It is the responsibility of each ASR participant to exercise due diligence to determine if it must coordinate its structure with the FAA. TOWAIR is only one tool designed to assist ASR participants in exercising this due diligence, and further investigation may be necessary to determine if FAA coordination is appropriate.

#### DETERMINATION Results

##### **PASS SLOPE(100:1): NO FAA REQ-RWY MORE THAN 10499 MTRS & 7762.64 MTRS (7.76259 KM) AWAY**

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	43-07-15.00N	077-39-33.00W	FREDERICK DOUGLASS/GREATER ROCHESTER INTL	MONROE ROCHESTER, NY	160.8	2438.6999999999998

##### **PASS SLOPE(100:1): NO FAA REQ-RWY MORE THAN 10499 MTRS & 7565.74 MTRS (7.56569 KM) AWAY**

Type	C/R	Latitude	Longitude	Name	Address	Lowest Elevation (m)	Runway Length (m)
AIRP	R	43-07-24.00N	077-39-13.00W	FREDERICK DOUGLASS/GREATER ROCHESTER INTL	MONROE ROCHESTER, NY	160.8	2438.6999999999998

#### Your Specifications

##### **NAD83 Coordinates**

Latitude 43-04-51.5 north  
Longitude 077-34-51.0 west

##### **Measurements (Meters)**

Overall Structure Height (AGL) 29.9  
Support Structure Height (AGL) 28.7  
Site Elevation (AMSL) 169.5

##### **Structure Type**

MTOWER - Monopole

#### [Tower Construction Notifications](#)

Notify Tribes and Historic Preservation Officers of your plans to build a tower.

CLOSE WINDOW