

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK



CITY OF PORTLAND

BUILDING PERMIT

This is to certify that BARBARA C LITTLEFIELD - US
CELLULAR

Located At 52 CANCO RD

CBL: 147- C-001-001

Job ID: 2012-05-3893-UI

has permission to Add 3 antennas & 6 COAX to Existing tower
provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statues of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of the buildings and structures, and of the application on file in the department.

Notification of inspection and written permission procured before this building or part thereof is lathed or otherwise closed-in. 48 HOUR NOTICE IS REQUIRED.

A final inspection must be completed by owner before this building or part thereof is occupied. If a certificate of occupancy is required, it must be

Fire Prevention Officer

 6/6/12

Code Enforcement Officer / Plan Reviewer

THIS CARD MUST BE POSTED ON THE STREET SIDE OF THE PROPERTY
PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, FAX: (207) 8716

Job No: 2012-05-3893-UI	Date Applied: 5/1/2012	CBL: 147- C-001-001	
Location of Construction: 52 CANCO RD	Owner Name: BARBARA LITTLEFIELD & VIRGINIA CONGDON ET AL	Owner Address: 5 PINELOCH DR PORTLAND, ME 04103	Phone:
Business Name:	Contractor Name: KJK Wireless	Contractor Address: 127 Ridge Rd., Nashua NH 03062	Phone: (603) 888-8974
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: I-M
Past Use: Cellular Tower	Proposed Use: Same – Cellar Tower – attach 3 antennas & 6 coax to existing tower	Cost of Work: 9000.00	CEO District:
		Fire Dept: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: N/A Type: <i>cell tower</i>
		Signature: <i>Capline</i>	Signature: <i>JMB</i>
Proposed Project Description: Add 3 antennas & 6 COAX to Existing tower		Pedestrian Activities District (P.A.D.) <i>6/6/12</i>	
Permit Taken By:		Zoning Approval	

<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland</p> <p><input type="checkbox"/> Wetlands</p> <p><input type="checkbox"/> Flood Zone</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan</p> <p><input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM</p> <p>Date: <i>05/01/12</i> <i>AKM</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date:</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in Dist or Landmark</p> <p><input type="checkbox"/> Does not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: <i>AKM</i></p>
	CERTIFICATION		

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

Electrical/Final Inspection

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



PORTLAND MAINE

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Acting Director of Planning and Urban Development
Gregory Mitchell

Job ID: 2012-05-3893-UI

Located At: 52 CANCO RD

CBL: 147- C-001-001

Conditions of Approval:

Fire

1. All construction shall comply with City Code Chapter 10.
2. <http://www.portlandmaine.gov/citycode/chapter010.pdf>
3. Installation shall comply with City Code Chapter 10.

Building

1. Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
2. The installation shall comply with the wind load requirements of the IBC 2009 and ASCE 7-05
3. Equipment shall be installed in compliance with the manufacturer's specifications and the UL listing.
4. Separate permits are required for any electrical, plumbing, sprinkler, fire alarm, HVAC systems, heating appliances, including pellet/wood stoves, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.

IM

Entred 5/1/12

(R)



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

2012-05-3893-UT

Location/Address of Construction: <u>52 Canco Road</u>		
Total Square Footage of Proposed Structure/Area	Square Footage of Lot	Number of Stories
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>147 C001 001</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Brian S. Allen KSK Wireless</u> Address <u>127 Ridge Road</u> City, State & Zip <u>Nashua, NH 03062</u>	Telephone: <u>508-868-0927</u>
Lessee/DBA (If Applicable) <u>US Cellular</u>	Owner (if different from Applicant) Name <u>Conquer Corp</u> Address <u>141 Prospect St</u> City, State & Zip <u>Portland ME 04103</u>	Cost Of Work: \$ <u>8500</u> C of O Fee: \$ _____ Total Fee: \$ <u>110</u>
Current legal use (i.e. single family) <u>Wireless Communications Facility</u> Number of Residential Units <u>NA</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Add 3 antennas + 6 coax to existing tower</u> <u>Please see plans</u>		
Contractor's name: <u>KJK Wireless - Ken Kozyra</u>		
Address: <u>127 Ridge Road</u>		
City, State & Zip <u>Nashua, NH 03062</u>		Telephone: <u>603-888-8974</u>
Who should we contact when the permit is ready: <u>Brian Allen</u>		Telephone: <u>508-868-0927</u>
Mailing address: <u>127 Ridge Road Nashua, NH 03062</u>		

RECEIVED

MAY 01 2012

Dept. of Building Inspections
City of Portland Maine

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 4/26/2012

This is not a permit; you may not commence ANY work until the permit is issue

52 Canco Rd.



Copyright 2011 Esri. All rights reserved. Thu May 10 2012 04:38:22 PM.



PORTLAND MAINE

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Receipts Details:

Tender Information: Check , Check Number: 1836

Tender Amount: 110.00

Receipt Header:

Cashier Id: bsaucier

Receipt Date: 5/1/2012

Receipt Number: 43435

Receipt Details:

Referance ID:	6342	Fee Type:	BP-Permit
Receipt Number:	0	Payment Date:	
Transaction Amount:	110.00	Charge Amount:	110.00
Job ID: Job ID: 2012-05-3893-UI - Add 3 antennas & 6 COAX to Existing tower			
Additional Comments: 52 Canco			

Thank You for your Payment!

KJK WIRELESS



4.26.2012

Building Inspections Division
Jeanie Bourke
389 Congress Street
Portland, ME 04101

RE: 853334 52 Canco Road Tower

Jeanie,

Enclosed please find:

- A completed Building permit application
- A check for \$110 to the City of Portland
- A redacted copy of US Cellular's land lease with the ground landlord
- 2 copies of 11x17 plans
- 2 copies of the structural letter

Please send the completed permit to:
Ken Kozyra/ KJK Wireless
127 Ridge Road
Nashua, NH 03062

Please let me know if there is any additional information that you will need.

Thank you,

A handwritten signature in black ink, appearing to read "Brian J. Allen".

Brian J. Allen
KJK Wireless
3 Brookside Drive
Sutton, MA 01590
508.868.0927
brian@kjkwireless.com

Site Name: Canco Road

Site No. 853334.2

GROUND LEASE

This Lease is made and entered into as of the 29 day of DECEMBER, 2003, by and between **Congdon**, a Maine Corporation, 141 Prospect Street, Portland, ME 04103, hereinafter referred to as (hereinafter referred to as "Landlord"), and **Florida RSA#8, LLC.**, a Delaware limited liability company, doing business as *U. S. Cellular®*, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 (hereinafter referred to as "Tenant").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. **Option to Lease.** (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

Approximate dimensions: 60'x 60'

Approximate acreage: 0.08 Acres

Location: 52 Canco Road, Portland, in Cumberland County, State of Maine.

(Collectively the "Leasehold Parcel") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Landlord's property. This description of the Leasehold Parcel shall be superceded by a surveyed legal description that shall be attached to this lease as exhibit "A." It is agreed by Landlord and Tenant that those portions of the Access Easement Parcel which are not within the driveway or parking area of Landlord shall be for the exclusive use of Tenant and those claiming under Tenant and that Tenant shall be solely responsible for maintenance and repair (including snow removal) of those portions which are for the exclusive use of Tenant and those claiming under Tenant.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances,

Prepared by, and when recorded please return to:
U.S. CELLULAR
ATTN: REAL ESTATE
8410 W. BRYN MAWR AVENUE
SUITE 700
CHICAGO, IL 60631

Version 10/02

amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of \$ 800.00 upon execution of this Agreement. The Option will be for an initial term of six months (the "Initial Option Term") and may be renewed by Tenant for an additional three months upon written notification to Landlord and the payment of an additional \$ 800.00 no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). Landlord hereby grants to Tenant an Access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and a Utility easement 10 feet in width to the nearest suitable utility company-approved service connection points. As further described in Exhibit "A" attached hereto and incorporated herein. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."

4. Survey / Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

5. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a

security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. Tenant shall have unlimited 24/7 access to the Premises.

6. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be Five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

7. Option to Renew. The term of this lease shall automatically extend for up to Four (4) additional terms of Five (5) years each, upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the lease at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord the amount of ██████████ as liquidated damages.

9. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of ██████████ per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. Adjusted Rent. On every year's anniversary of the Commencement Date of during the Initial Term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-1984=100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used. However, the rent shall never decrease below the rent paid in the previous year. .

11. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

13. Property Taxes.

(a) Tenant shall pay the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel plus area of exclusive use within Access Easement Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to U. S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369. A copy of Landlord's tax bill must accompany all requests. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes, which it was not Tenant's obligation to pay, as such amount shall reasonably be substantiated.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or

on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and affect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Lease by Tenant. This Lease and the Premises hereunder shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

20. Subleasing. Tenant shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Landlord's consent.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease, which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any aboveground Improvements from the Premises. If Landlord does not notify Tenant that

Tenant must remove such Improvements, then Tenant shall have the option of either removing or abandoning such Improvements, and in any event Tenant shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place.

23. **Quiet Enjoyment.** Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

24. **Subordination.** Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. **Environmental Warranty.** Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

26. **Attorney's fees.** In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

27. **Binding Effect.** All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. **Modifications.** This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. **Non-binding until Full Execution.** Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

WITNESSES:

Edward A. Shaw
Print: Edward A. Shaw

Print: _____

LANDLORD:

Congdon, a Maine Corporation

By: Gilbert Congdon III
Printed: Gilbert Congdon Gilbert Congdon III G.C.
Title: President
Date: 11/26/03

Social Security # (or FEIN)

01-0240407

WITNESSES:

Donald R. Dick
Print: Donald R. Dick

Ann M. Kochan
Print: Ann M. Kochan

**TENANT: Florida RSA #8, LLC., a
Delaware Limited Liability company d/b/a
U. S. Cellular®**

By: Hichem H. Garnaoui
Printed: Hichem H. Garnaoui
Title: VP of National Network Operations
Date: 12-29-03

Form approved at
USCell by km16

STATE OF Maine

COUNTY OF Cumberland

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Gilbert Congdon, President of Congdon, a Maine corporation, known to me to be the same person whose name is subscribed to the foregoing Tower and Ground Space Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Landlord corporation, for the uses and purposes therein stated.

Given under my hand and seal this 26th day of November, 2003.

Janice S. Brown
Notary Public

My commission expires _____

JOINDER OF FEE OWNERS

This Joinder is made with reference to the Ground Lease (the "Lease") between Congdon, a Maine corporation, and Florida RSA#8, LLC, a Delaware limited liability company, dated November ____, 2003, regarding property located at and near 52 Canco Road, Portland, Maine, and shall be attached to and become a part of the Lease.

Barbara Congdon, Priscilla G. Congdon, Patricia C. Grover, Pamela (Congdon) Springer, F. Gilbert Congdon III, and Barbara C. Littlefield, as fee owners of the land which is the subject of the Lease, hereby join in and consent to the terms of the Lease and agree to be bound by and to comply with the terms of the Lease, and do hereby covenant and agree that, so long as Tenant shall not be in default of the terms of the Lease, they shall not disturb Tenant's quiet enjoyment of the Leasehold Parcel, or the rights appurtenant thereto as set forth in the Lease. Further, unless or until written notice is given by the fee owners to Tenant to pay directly to the fee owners, Tenant shall be entitled to deal exclusively with the named Landlord for all purposes under the Lease, including but not limited to the payment of all Base Rent and Adjusted Rent, but only in accordance with this Lease. Tenant agrees that it will not pay Base Rent, or Adjusted Rent, more than 30 days in advance of the payment times called for under the Lease.

In witness whereof, the fee owners have executed this Joinder effective as of November ____, 2003.

WITNESS:

<u>Martha C. Congdon</u>	<u>Barbara Congdon</u> Barbara Congdon
<u>Martha C. Congdon</u>	<u>Priscilla G. Congdon</u> Priscilla G. Congdon
<u>Martha C. Congdon</u>	<u>Patricia C. Grover</u> Patricia C. Grover
<u>Martha C. Congdon</u>	<u>Pamela C. Springer</u> Pamela (Congdon) Springer
<u>Martha C. Congdon</u>	<u>F. Gilbert Congdon III</u> F. Gilbert Congdon III
<u>F. Gilbert Congdon III</u>	<u>BARBARA C. LITTLEFIELD</u> Barbara C. Littlefield, by Timothy Vogel, under durable power of attorney <u>Timothy Vogel</u>



ALL-POINTS TECHNOLOGY CORPORATION, P.C.

March 20, 2012

KJK Wireless
127 Ridge Road
Nashua, NH 03062

Attn: Ken Kozyra
Re: 145' Monopole Tower, Portland, ME
U.S. Cellular Site #853334; Canco Road

Dear Ken,

All-Points Technology Corporation, P.C. (APT) evaluated the 145' monopole tower located at 52 Canco Road in Portland, Maine for installation of antennas and associated equipment proposed by U.S. Cellular. APT did not perform a structural analysis of the tower; this evaluation relied on tower and foundation drawings, a site visit on March 19, 2012, and a listing of existing and proposed equipment.

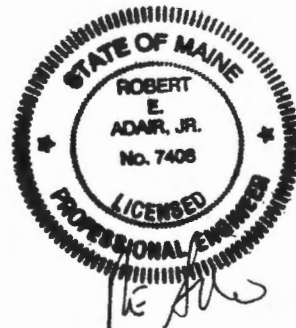
According to Sabre Towers & Poles design drawings (Job No. 04-01048, dated February 3, 204), the tower is designed to support three 9-panel antenna arrays. The tower currently supports one 6-panel antenna array. U.S. Cellular proposes to install three Powerwave P45-17-XL-R panel antennas on existing mounts at 132' fed by six 1-5/8" feed lines.

Our evaluation indicates the tower and foundation meet the requirements of the Maine Uniform Building and Energy Code with the proposed equipment. The anticipated stress levels in the tower and foundation will be significantly less than design capacity.

Please feel free to call if you have any questions.

Sincerely,
All-Points Technology Corporation, P.C.

Robert E. Adair, P.E.
Principal



ME1871670 Canco Road APT ltr 3-20-12.doc



ALL-POINTS TECHNOLOGY CORPORATION, P.C.

March 20, 2012

KJK Wireless
127 Ridge Road
Nashua, NH 03062

Attn: Ken Kozyra
Re: 145' Monopole Tower, Portland, ME
U.S. Cellular Site #853334; Canco Road

Dear Ken,

All-Points Technology Corporation, P.C. (APT) evaluated the 145' monopole tower located at 52 Canco Road in Portland, Maine for installation of antennas and associated equipment proposed by U.S. Cellular. APT did not perform a structural analysis of the tower; this evaluation relied on tower and foundation drawings, a site visit on March 19, 2012, and a listing of existing and proposed equipment.

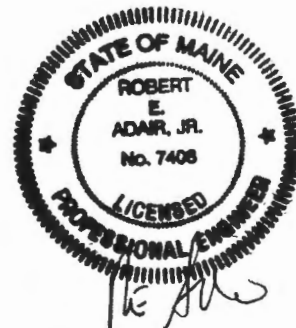
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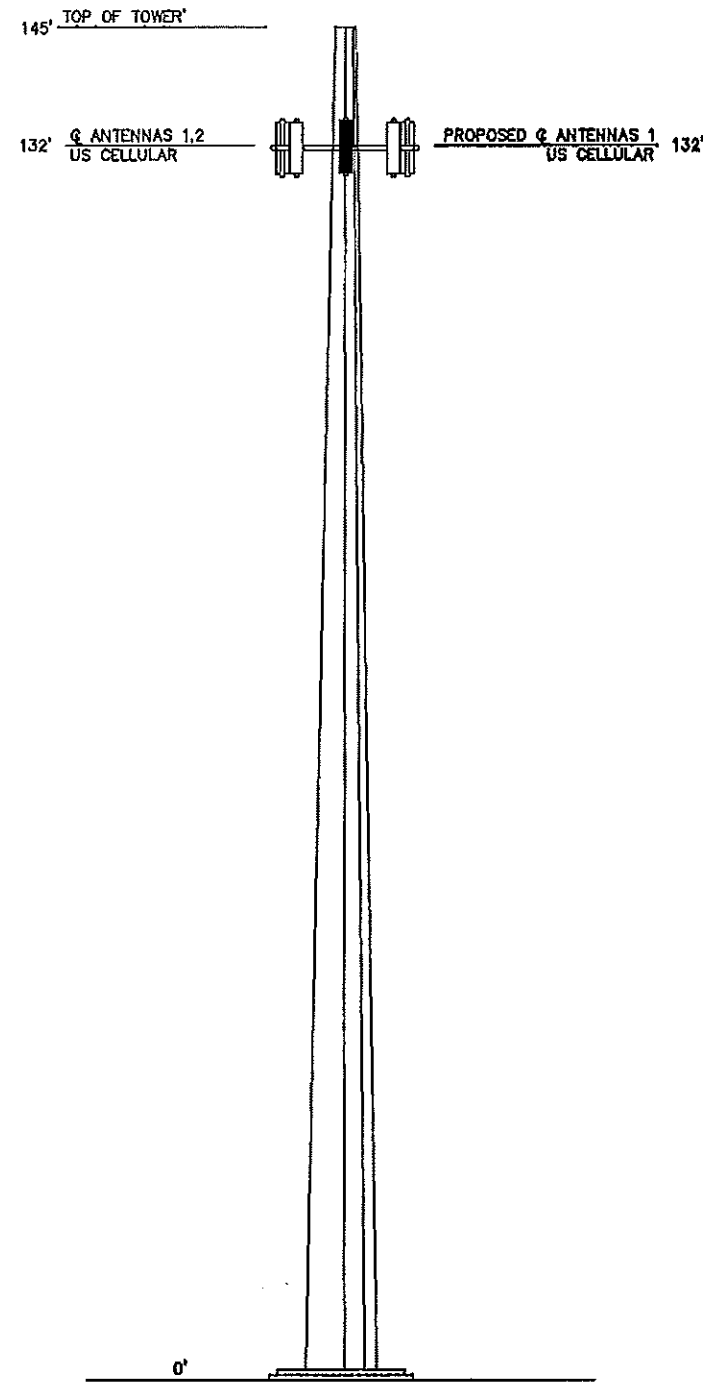
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Sincerely,
All-Points Technology Corporation, P.C.

Robert E. Adair, P.E.
Principal



ME1871670 Canco Road APT ltr 3-20-12.doc



SHEET NO.	DESCRIPTION	DATE	REV. NO.
C-1	TOWER ELEVATION	4/2/12	0
C-2	COMPOUND DETAIL	4/2/12	0
C-3	HATCH PLATE, ICE BRIDGE DETAILS AND COAX LAYOUT	4/2/12	0
C-4	ANTENNA MOUNT DETAILS	4/2/12	0
C-5	PROPOSED KMW BIAS TEE DETAIL	4/2/12	0
E-1	GROUNDING DETAILS	4/2/12	0

SHEET INDEX

ANTENNA	MODEL #	MOUNTING HEIGHT	COAX SIZE
1	(2)BSA-185065-10CF-2	132'±	1-5/8"
2	(4) FV65-17-04DP	132'±	1-5/8"

EXISTING ANTENNA TABLE

NOTE: CONTRACTOR PLEASE REFER TO ANTENNA MAPPING AND STRUCTURAL ANALYSIS PERFORMED BY ALL POINTS TECHNOLOGY CORPORATION, P.C. DATED 3-20-12 FOR DETAILS.



ORIGINAL SIZE IN INCHES

PLANS PREPARED FOR:

US Cellular
We connect with you
10 Corporate Drive, Suite 210, Bedford, NH 03110

PROJECT INFORMATION

853334 - CANCO ROAD
52 CANCO ROAD
PORTLAND, ME 04103
(CUMBERLAND COUNTY)

PLANS PREPARED BY:

511 Congress St, Portland ME 04101
P: (207) 828-2623 F: (207) 774-1246 www.amec.com

PROJECT COORDINATION & MANAGEMENT:

KJK Wireless, LLC
127 Ridge Road, Nashua, NH 03062
Phone: (603) 888-8974

MICHAEL S. DELETETSKY
No. 5023
LICENSED PROFESSIONAL ENGINEER
2/11/2012

REV	DATE	ISSUED FOR
1	4/02/12	ISSUED FOR CONSTRUCTION

PROJECT NO: 128088

DRAWN BY: CBM

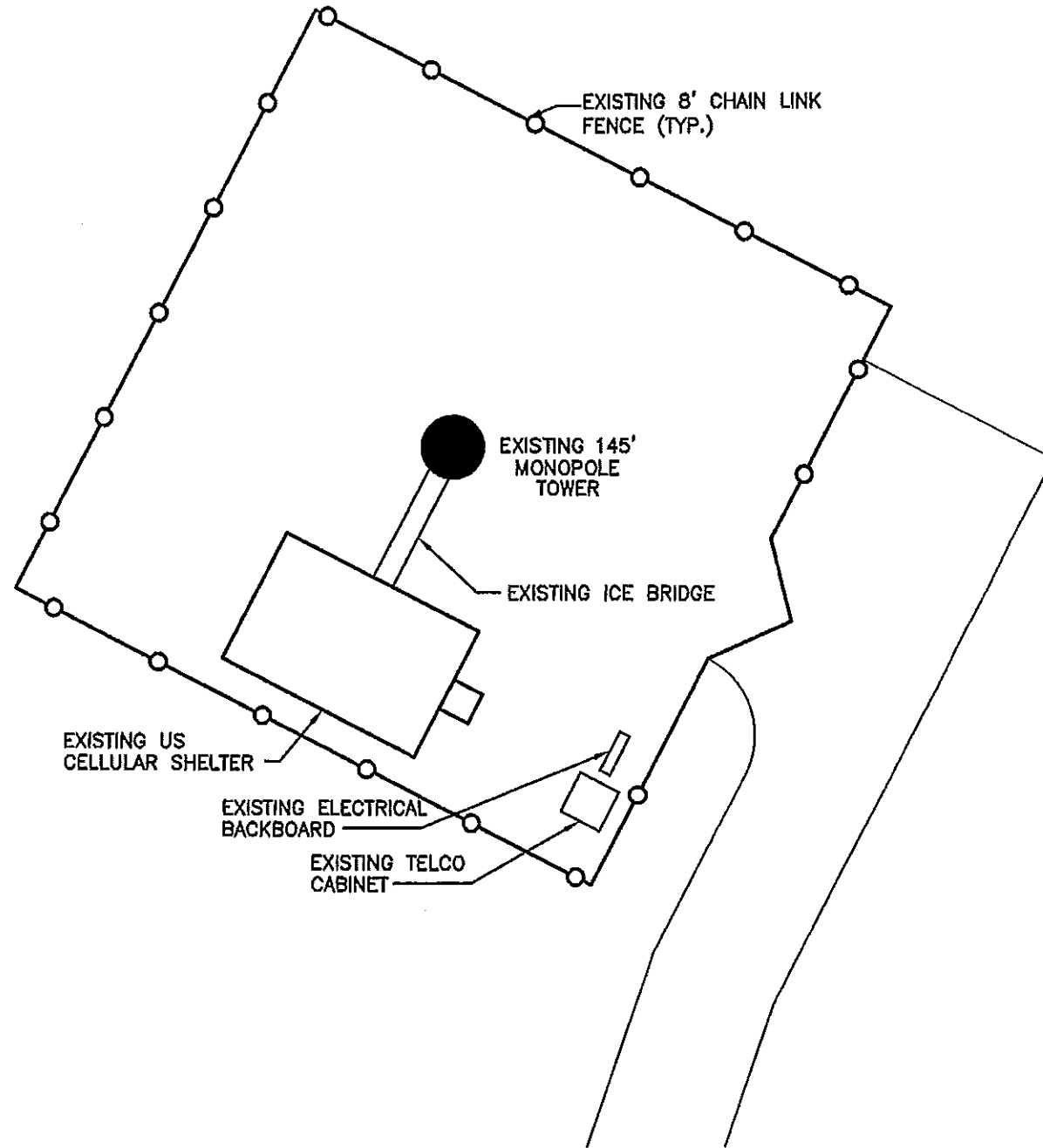
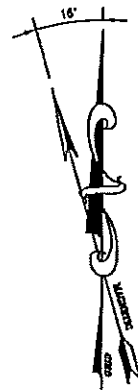
RELEASED BY: MSD


SHEET TITLE

TOWER ELEVATION

SHEET NUMBER	REVISION:
C-1	0

TOWER ELEVATION
SCALE: 1" = 20'



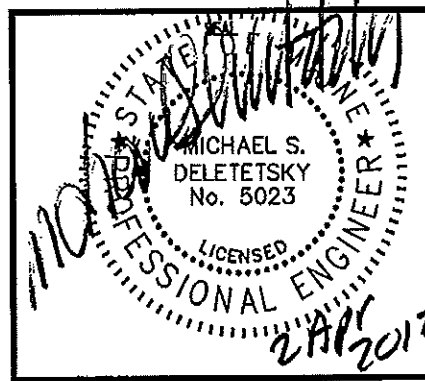
PLANS PREPARED FOR:

 We connect with you
 10 Corporate Drive, Suite 210, Bedford, NH 03110

PROJECT INFORMATION
853334 - CANCO ROAD
 52 CANCO ROAD
 PORTLAND, ME 04103
 (CUMBERLAND COUNTY)

PLANS PREPARED BY:

 511 Congress St, Portland ME 04101
 P: (207) 828-2623 F: (207) 774-1246 www.amec.com

PROJECT COORDINATION & MANAGEMENT:
KJK Wireless, LLC
 127 Ridge Road, Nashua, NH 03062
 Phone: (603) 888-8974



REV	DATE	ISSUED FOR
1	4/02/12	ISSUED FOR CONSTRUCTION

PROJECT NO: 128088

DRAWN BY: CBM

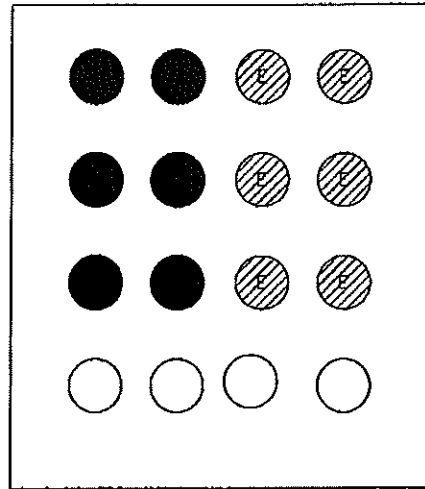
RELEASED BY: MSD

SHEET TITLE
**COMPOUND
 DETAIL**

SHEET NUMBER C-2	REVISION: 0
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COMPOUND DETAIL
 SCALE: 1" = 16'



LEGEND	
EMPTY PORT	
EXISTING COAX TO REMAIN	
EXISTING COAX TO BE REMOVED	
PROPOSED COAX	
EXISTING EWG	
PROPOSED EWG	

PLANS PREPARED FOR:

U.S. Cellular
We connect with you
10 Corporate Drive, Suite 210, Bedford, NH 03110

PROJECT INFORMATION

853334 - CANCO ROAD
52 CANCO ROAD
PORTLAND, ME 04103
(GUMBERLAND COUNTY)

PLANS PREPARED BY:

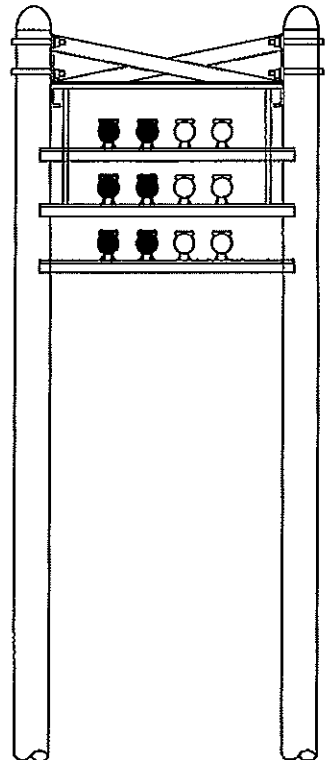
amec
511 Congress St, Portland ME 04101
P: (207) 628-2823 F: (207) 774-1246 www.amec.com

PROJECT COORDINATION & MANAGEMENT:

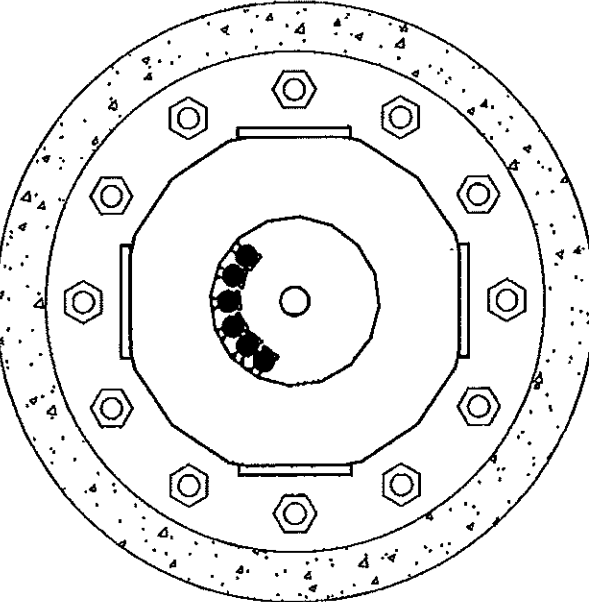
KJK Wireless, LLC
127 Ridge Road, Nashua, NH 03062
Phone: (603) 888-8974

STATE OF NEW HAMPSHIRE
MICHAEL S. DELETETSKY
No. 5023
LICENSED PROFESSIONAL ENGINEER
2 APR 2012

HATCH PLATE
SCALE: N.T.S.



ICE BRIDGE CONFIGURATION
SCALE: N.T.S.



PROPOSED COAX LAYOUT
SCALE: N.T.S.

REV	DATE	ISSUED FOR
1	4/02/12	ISSUED FOR CONSTRUCTION

PROJECT NO: 128088

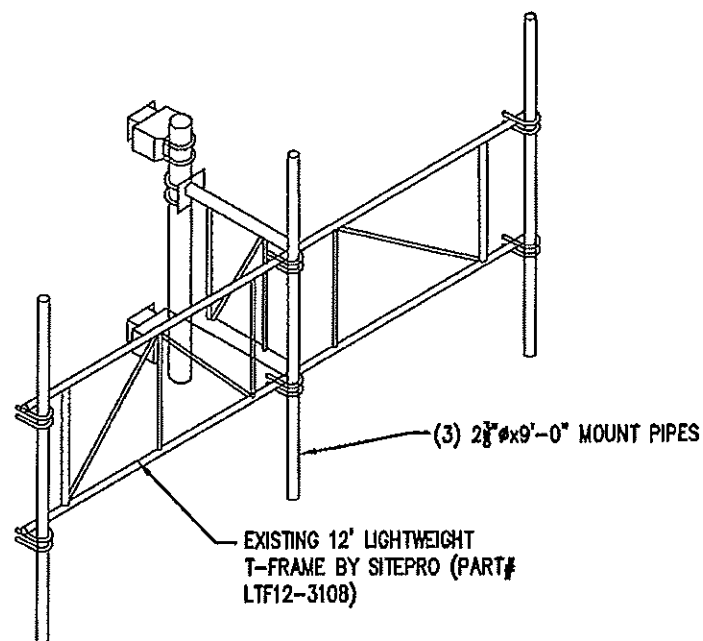
DRAWN BY: CBM

RELEASED BY: MSD

SHEET TITLE
HATCH PLATE, ICE BRIDGE DETAIL, AND COAX LAYOUT

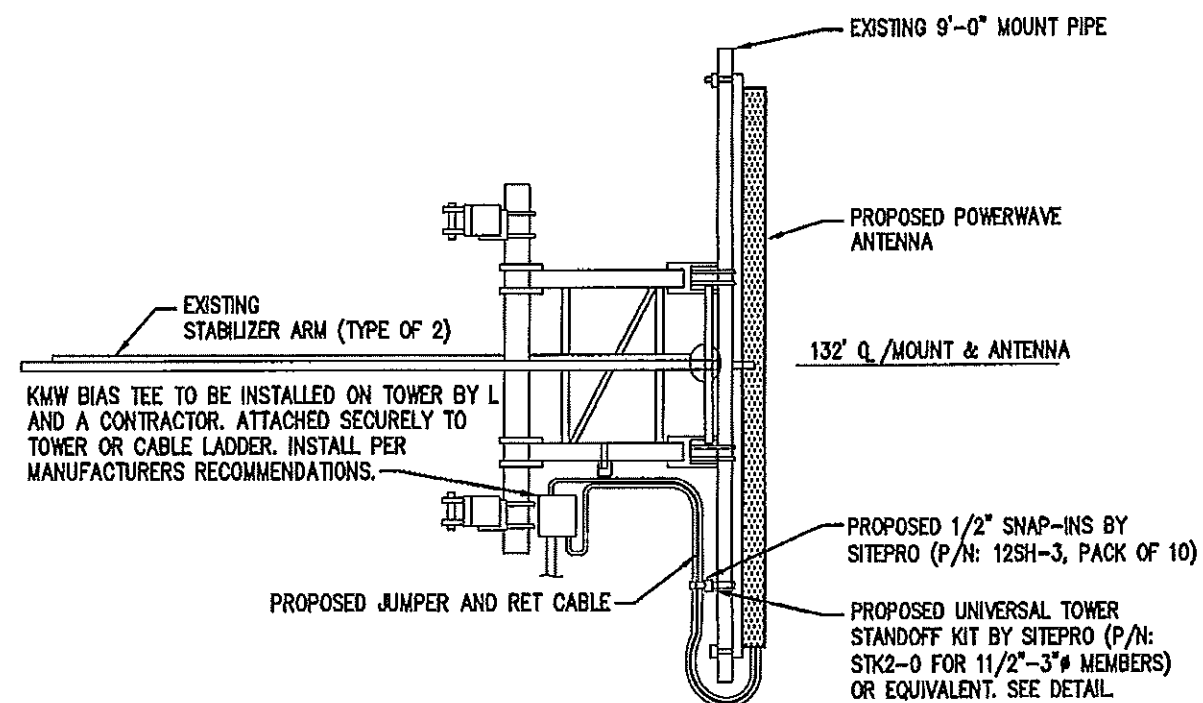
SHEET NUMBER	REVISION:
C-3	0

NOTE:
MOUNT INCLUDES ATTACHMENT HARDWARE,
TWO STIFF ARMS AND (3) MOUNTING PIPES
AND ATTACHED TO 1 1/2" TO 4 1/2" ROUND
LEGS. ADAPTOR KIT NEEDED FOR LARGER
LEGS.



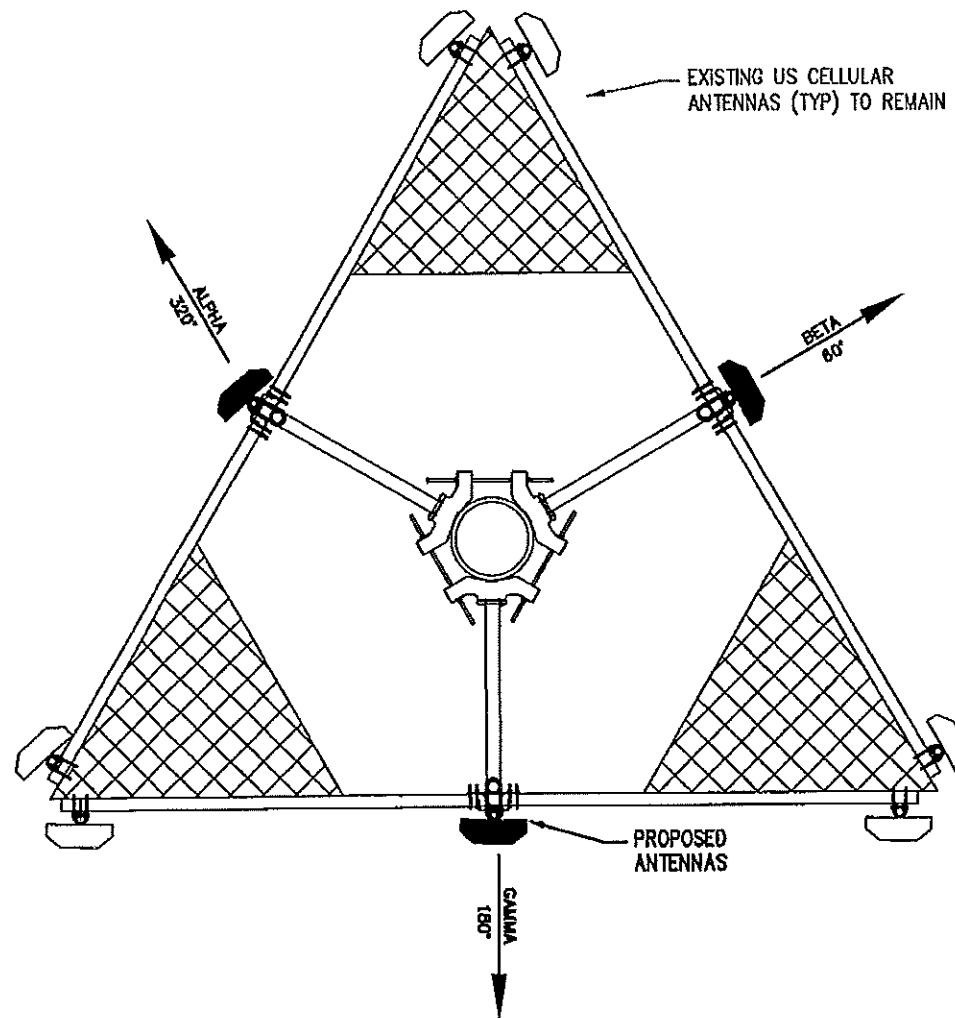
EXISTING SECTOR MOUNT

SCALE: N.T.S.



SECTOR MOUNT PROFILE

SCALE: N.T.S.



PROPOSED ANTENNA/COAX SCHEDULE

SECTOR	TECHNOLOGY	MANUFACTURER (MODEL #)	MOUNTING HEIGHT	AZIMUTH	COAX SIZE	KMW BIAS TEE	COAX LENGTH	MECH. D-TILT
ALPHA	700 MHZ	POWERWAVE P45-17-XL-R	± 132'-0"	320°	(2) 1 5/8"	1	170'±	0°
BETA	700 MHZ	POWERWAVE P45-17-XL-R	± 132'-0"	60°	(2) 1 5/8"	1	170'±	0°
GAMMA	700 MHZ	POWERWAVE P45-17-XL-R	± 132'-0"	180°	(2) 1 5/8"	1	170'±	5°

PROPOSED CONFIGURATION • 132 FT

SCALE: N.T.S.

PLANS PREPARED FOR:



PROJECT INFORMATION

853334 - CANCO ROAD
62 CANCO ROAD
PORTLAND, ME 04103
(CUMBERLAND COUNTY)

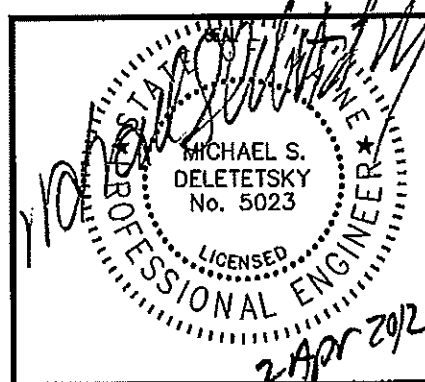
PLANS PREPARED BY:



511 Congress St, Portland ME 04101
P: (207) 828-2623 F: (207) 774-1246 www.amec.com

PROJECT COORDINATION & MANAGEMENT:

KJK Wireless, LLC
127 Ridge Road, Nashua, NH 03062
Phone: (603) 888-8974



REV	DATE	ISSUED FOR
1	4/02/12	ISSUED FOR CONSTRUCTION

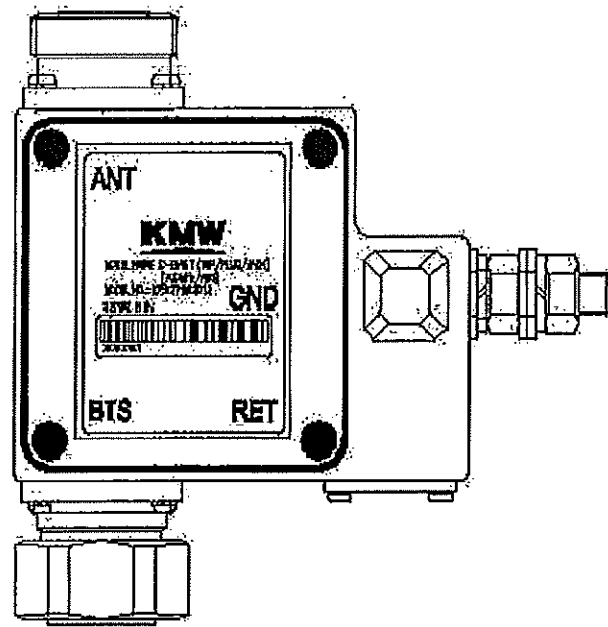
PROJECT NO: 128088

DRAWN BY: CBM

RELEASED BY: MSD

SHEET TITLE
ANTENNA MOUNTING DETAILS

SHEET NUMBER: C-4
REVISION: 0



NOTE:
 KMW BIAS TEE TO BE INSTALLED ON TOWER BY L. AND A CONTRACTOR. ATTACHED
 SECURELY TO TOWER OR CABLE LADDER. INSTALL PER MANUFACTURERS
 RECOMMENDATIONS.

PROPOSED KMW BIAS TEE

SCALE: N.T.S.

PLANS PREPARED FOR:

U S Cellular
 We connect with you
 10 Corporate Drive, Suite 210, Bedford, NH 03110

PROJECT INFORMATION

853334 - CANCO ROAD
 52 CANCO ROAD
 PORTLAND, ME 04103
 (CUMBERLAND COUNTY)

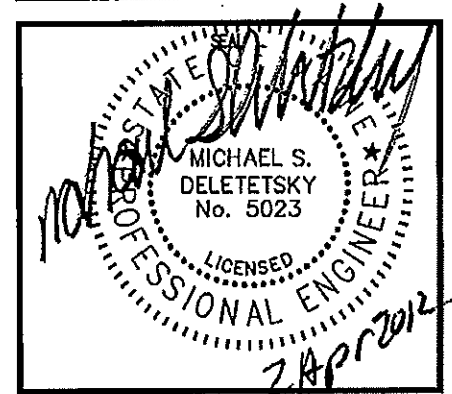
PLANS PREPARED BY:

amec

511 Congress St, Portland ME 04101
 P: (207) 828-2623 F: (207) 774-1248 www.amec.com

PROJECT COORDINATION & MANAGEMENT:

KJK Wireless, LLC
 127 Ridge Road, Nashua, NH 03062
 Phone: (603) 888-8974



REV	DATE	ISSUED FOR
1	4/02/12	ISSUED FOR CONSTRUCTION

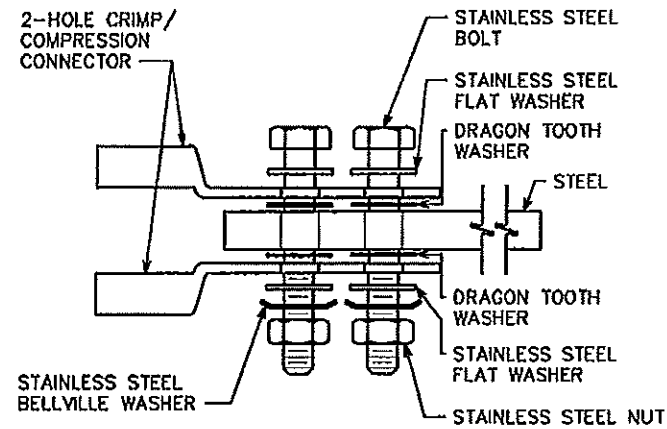
PROJECT NO: 128088

DRAWN BY: CBM

RELEASED BY: MSD

SHEET TITLE
**PROPOSED KMW
 BIAS TEE DETAIL**

SHEET NUMBER C-5	REVISION: 0
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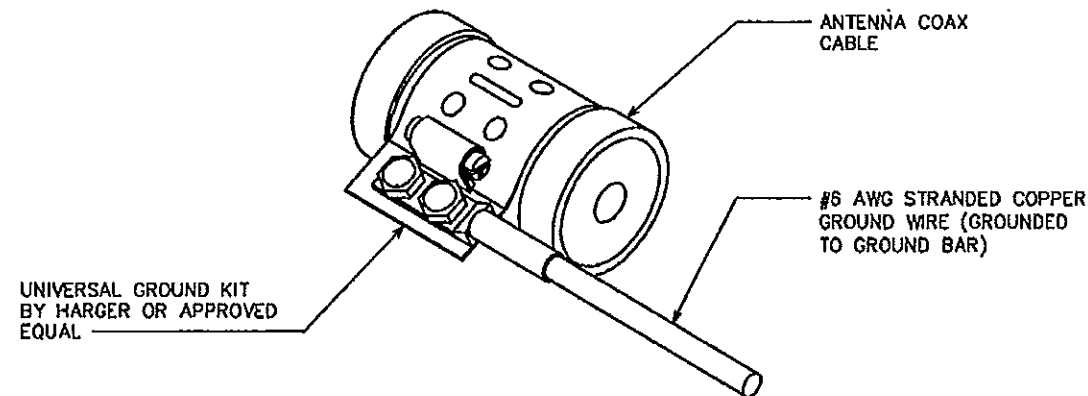


NOTES:

1. MINIMUM BEND RADIUS OF #2 SOLID CONDUCTOR IS 12"
2. ALL GROUND BARS SHALL BE INSTALLED WITH TAMPER RESISTANT MOUNTING HARDWARE

NOTES:

1. DO NOT INSTALL COAX GROUND KIT AT A BEND.
2. CONTRACTOR TO WEATHERPROOF COAX GROUND.

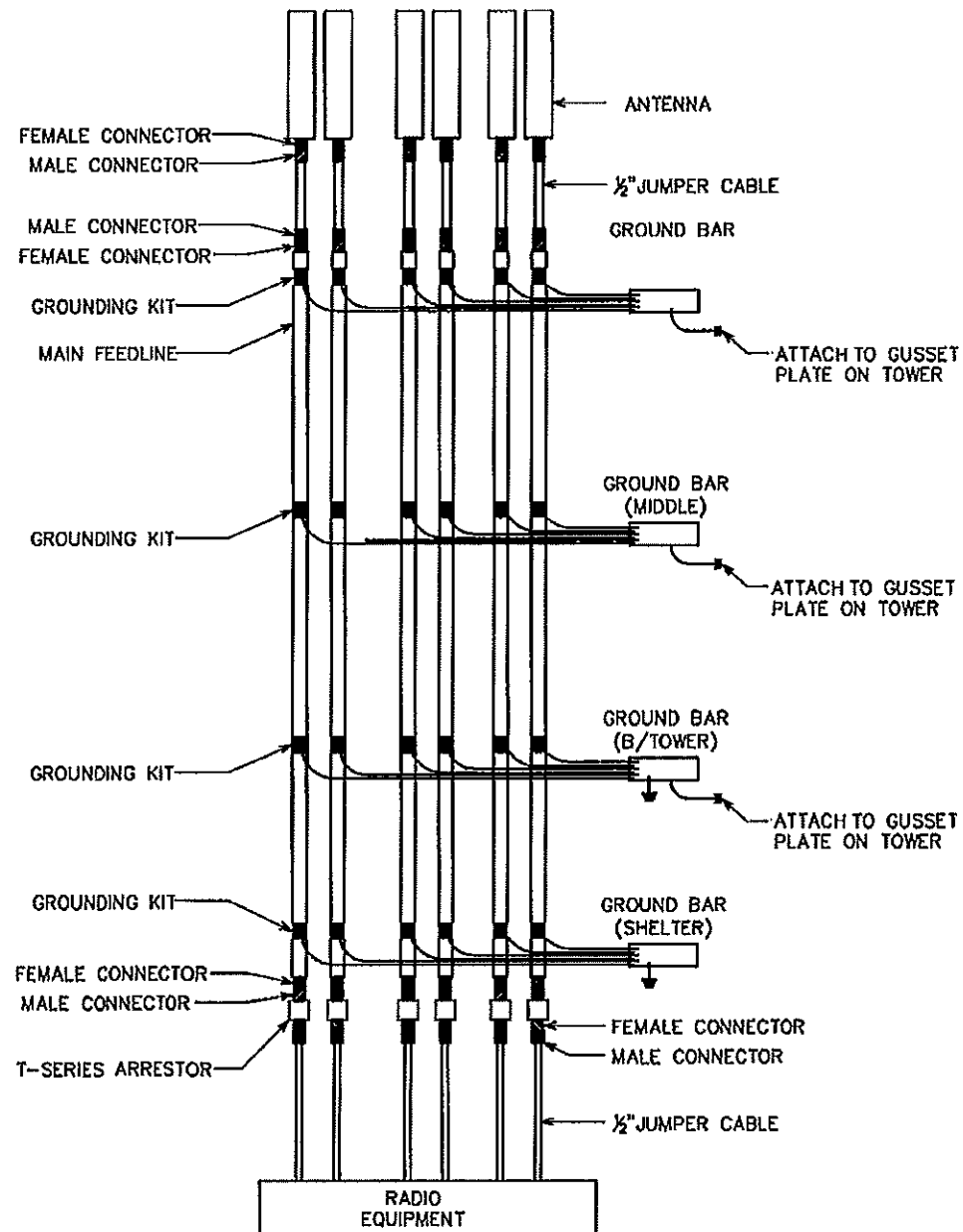


GROUNDING DETAILS

SCALE: N.T.S.

NOTE:

CONTRACTOR SHALL USE THE EXISTING GROUND BARS ALREADY INSTALLED ON TOWER AND SHELTER UNLESS OTHERWISE NOTED.



COAX ROUTING DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



PROJECT INFORMATION

853334 - CANCO ROAD
52 CANCO ROAD
PORTLAND, ME 04103
(CUMBERLAND COUNTY)

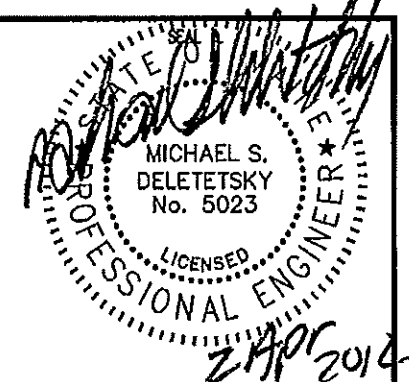
PLANS PREPARED BY:



343 Elm Street, Portland, ME 04106
P: (207) 826-2283 F: (207) 774-1246 www.amec.com

PROJECT COORDINATION & MANAGEMENT:

KJK Wireless, LLC
127 Ridge Road, Nashua, NH 03062
Phone: (603) 898-8974



REV	DATE	ISSUED FOR
1	4/02/12	ISSUED FOR CONSTRUCTION

PROJECT NO: 128088

DRAWN BY: CBM

RELEASED BY: MSD

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER	REVISION:
E-1	0