

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

SECTION

Please Read Application And Notes, If Any, Attached

PERMIT

Permit Number: 070303

PERMIT ISSUED
AUG 29 2007
CITY OF PORTLAND

This is to certify that Roosevelt Arms Condo Association/Omnidirectional Communications
has permission to Install wireless communication antenna on roof w/ stealth enclosure
AT 218 Stevens Ave City of Portland 177 G002101

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procedure before this building or part thereof is placed or closed-in. 24 HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. Craig Lewis N/A
Health Dept. _____
Appeal Board _____
Other _____
Department Name _____

[Signature] 8/31/07
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 07-0303	Issue Date:	CBL: 177 G002101
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Location of Construction: 218 Stevens Ave	Owner Name: Roosevelt Arms Condo Association	Owner Address: 226 STEVENS AVE	Phone:
Business Name:	Contractor Name: Omni Point Communications	Contractor Address: 50 Visions Blvd E Providence	Phone: 6032649952
Lessee/Buyer's Name	Phone:	Permit Type: Radio/Telecommunications Equipment	Zone: R-5

Past Use: Residential Condos	Proposed Use: Residential Condos - Install wireless communications - antennas on rooftop w/ stealth enclosure	Permit Fee: \$645.00	Cost of Work: \$55,000.00	CEO District: 3
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Proposed Project Description: Install wireless communications - antennas on rooftop w/ stealth enclosure	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: <i>U</i> Type: <i>3</i> <i>IBC 2003</i>
	Signature: <i>Greg Cross</i>	Signature: <i>[Signature]</i>

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
Signature: _____ Date: _____

Permit Taken By: ldobson	Date Applied For: 03/23/2007	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>OK w/ condition</i> Date: <i>8/13/07</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>AB</i> Date: _____
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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

City of Portland, Maine - Building or Use Permit

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

Permit No: 07-0303	Date Applied For: 03/23/2007	CBL: 177 G002101
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Location of Construction: 218 Stevens Ave	Owner Name: Roosevelt Arms Condo Association	Owner Address: 226 STEVENS AVE	Phone:
Business Name:	Contractor Name: Omni Point Communications	Contractor Address: 50 Visions Blvd E Providence	Phone: (603) 264-9952
Lessee/Buyer's Name	Phone:	Permit Type: Radio/Telecommunications Equipment	

Proposed Use: Residential Condos - Install wireless communications - antennas on rooftop w/ stealth enclosure	Proposed Project Description: Install wireless communications - antennas on rooftop w/ stealth enclosure
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 08/13/2007
Note: **Ok to Issue:**

1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 08/31/2007
Note: **Ok to Issue:**

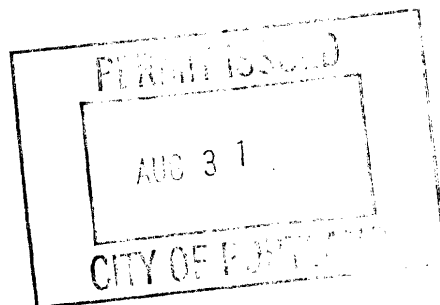
- 1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 2) An inspection of the installation shall be conducted by your licensed engineer and a statement shall be submitted to this office stating compliance with the approved plans.

Dept: Fire **Status:** Not Applicable **Reviewer:** Capt Greg Cass **Approval Date:**
Note: **Ok to Issue:**

Comments:

3/27/2007-amachado: Left message for Peter Cooke. Need permission or lease from condo association that can do this.

8/13/2007-amachado: Received lease.





General Building Permit Application

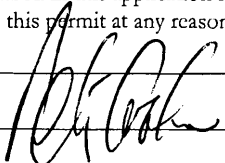
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 226 Stevens Avenue		
Total Square Footage of Proposed Structure n/a	Square Footage of Lot 29,000 +/-	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 177-G-002-201	Owner: Roosevelt Arms Condo Assoc.	Telephone: 207-773-0572
Lessee/Buyer's Name (If Applicable) Omnipoint Communications, Inc.	Applicant name, address & telephone: 15 Commerce Way Norton, MA 02766	Cost Of Work: \$ <u>55,000</u> Fee: \$ <u>645</u> C of O Fee: \$ _____
Current legal use (i.e. single family) residential condominium and wireless comm. If vacant, what was the previous use? _____ Proposed Specific use: <u>same</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: Installation of second wireless communications tenant including antennas on rooftop within stealth enclosure, interior equipment room, and associated cabling and utilities.		
Contractor's name, address & telephone: Omnipoint Communications, Inc. - Nick Scarfo, construction manager Who should we contact when the permit is ready: _____ Mailing address: _____ Phone: Peter Cooke 978-399-8600		

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

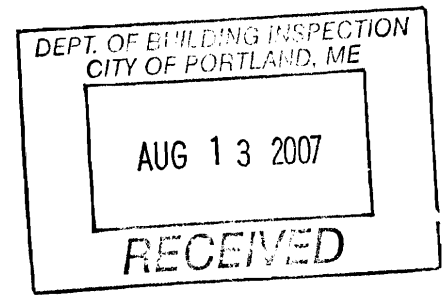
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 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 of applicant:  agent for OCI	Date: <u>3/20/07</u>
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This is not a permit; you may not commence ANY work until the permit is issued.

From: "Brailard, Adam F." <AFBrailard@plgt.com>
To: <amachado@portlandmaine.gov>
Date: 8/9/2007 11:07:18 AM
Subject: Omnipoint/T-Mobile BP application



Dear Ms. Machado:

Pursuant to a conversation with Lannie Dobson, I understand that you have not issued the Building Permit (BP) application that Omnipoint/T-Mobile filed on 3-21-07 in connection with a proposed wireless communications facility on the rooftop of the Roosevelt Arms Condominium building located at 227 Stevens because T-Mobile has not obtained a fully executed lease agreement with the property owners, Roosevelt Arms Condominium Association. On August 8, 2007, the lease agreement between Omnipoint/T-Mobile and Roosevelt Arms, attached hereto, was fully executed.

Please allow this email as a request for you to issue the previously filed BP application.

Please contact me if you need further information or have any questions or concerns on this matter.

Thank you.

Adam Brailard

Adam F. Brailard, Esq.

Prince, Lobel, Glovsky & Tye, LLP

100 Cambridge Street

Boston, MA 02114

617-456-8153 Office

617-456-8100 Fax

afbrailard@plgt.com

www.plgt.com <<http://www.plgt.com/>>

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recommending any transaction, matter, entity, or investment plan addressed herein; and 3) Prince, Lobel, Glovsky & Tye, LLP does not otherwise by this legend impose upon the recipient any limitation on the disclosure of the tax structure of any transaction addressed herein.

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CC: "Preble, Carri" <cpreble@plgt.com>

Prince Lobel Glavsky & Tye, LLP
Attorneys at Law

585 Commercial Street
Boston, MA 02109-1024

(617) 456.8000 Tel
(617) 456.8100 Fax
www.plgt.com

To: Ann Machado

Date: 8/13/07

Fax #: (207) 874-8716

From: Adam Brailard

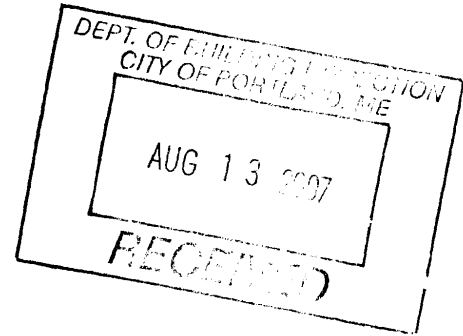
of pages: 14 (including cover sheet)

Client/Case #: 100515-752

If this transmission is not fully and/or legibly received, please call (617) 456-8072

Attn: Ann

Please see attached



The documents accompanying this telecopy transmission contain confidential or privileged information from the law firm of PRINCE, LOBEL, GLOVSKY & TYE LLP. This information is intended to be for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this telecopied information is prohibited. If you have received this telecopy in error, please notify us by phone immediately so that we can arrange for the retrieval of the original documents at no cost to your office.

Thank you for your assistance.

LEASE WITH OPTION

THIS LEASE WITH OPTION (this "Lease") is by and between ROOSEVELT ARMS CONDOMINIUM ASSOCIATION, a Maine nonprofit corporation ("Landlord") and OMNIPPOINT COMMUNICATIONS, INC., a Delaware corporation ("Tenant").

1. Option to Lease

(a) In consideration of the payment of [REDACTED] (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property located in the common elements of the Roosevelt Arms Condominium described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of [REDACTED] ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC")) ("Governmental Approvals") and any approvals and consents required under the PCS Site Agreement identified below, including all land use and zoning permit applications and building permits and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations at Tenant's risk and expense conducted so as to reasonably minimize interference with the use and enjoyment of the Property upon reasonable advance notice to Landlord ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease provided that following such Tests the Property shall be reasonably restored to its prior condition. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant certain spaces located:

- (i) on the roof of the Building for the construction operation and maintenance of a Stealth Chimney, in the location depicted on the attached Exhibit B, , roof cable tray, and an E911 GPS/GSM antenna located on the existing roof doghouse;
- (ii) On the lawn area, for construction, operation and maintenance of an HVAC Unit and screening shrubs; and
- (iii) in an equipment room measuring approximately 10 feet by 19 feet 11 inches within the basement of the building (the "Building").

The location of such spaces, including the lines, conduits and cables connecting the foregoing shall be within the Common Areas of the Property at the risk and expense of Tenant, and sufficient for placement of the Antenna Facilities (as defined below) together with easements for access and utilities, but expressly excluding any Condominium Units. The location and orientation of Tenant's spaces, together with all necessary space and easements for access and utilities in the Property, is generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at 226 Stevens Avenue, Portland, Maine, comprises approximately 200 square feet. Notwithstanding anything contained herein to the contrary, the Leased Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables, but such items shall be installed so as to minimize interference with the use and enjoyment of the Property by Landlord and its members and such items shall not be included in the calculation for the square footage comprising the Leased Premises.

All such items shall be installed and maintained in good condition and repair, in compliance with all applicable codes and industry standards, and so as to minimize interference with the use and enjoyment of the Property by Landlord and its members. Without limiting the foregoing Tenant shall be responsible for installing and maintaining any roof penetrations in good condition and repair free from leaks.

Tenant shall be responsible for obtaining any necessary consents and approvals to this Lease from Sprint Spectrum LP and its successors in interest ("Sprint"), relating to the relocation of Sprint's antennas onto Tenant's stealth chimney installation, under a PCS Site Agreement dated on or about November 6, 2000 ("Sprint PCS Agreement"). Tenant shall allow Sprint, or its successors or assigns, to relocate its existing antennas onto Tenant's stealth chimney, for no additional consideration. In the event the Sprint PCS Agreement is terminated or expires for any reason, then Landlord may require Sprint to vacate the Leased Premises and to remove all equipment installed under the Sprint PCS Agreement. Tenant shall not be entitled to any subleasing revenue from Sprint in connection with its installation.

Except as contained herein, the Leased Premises are leased to Tenant in "as is" condition.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Leased Premises may be used by Tenant for the transmission and reception of cellular and PCS radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, stealth chimney, antennas, microwave dishes, equipment shelters and/or cabinets and related activities, without interference with the existing Sprint PCS Agreement.

4. Rent. Tenant shall pay Landlord, as rent [REDACTED] per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date, prorated for the remainder of the month in which the Commencement Date falls, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, except that Rent shall be increased by fifteen percent (15%) of the Rent paid over the preceding term.

Oci

This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Leased Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Leased Premises in any way which unreasonably interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference), but the ordinary residential uses of Landlord's property shall not be deemed to interfere with the Tenant's use. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the residential use of the Property. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other and reasonable opportunity to cure, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, subject to the Sprint PCS Agreement and the terms of this Lease, to erect and maintain on the Leased Premises improvements, personal property and facilities necessary to operate its cellular telephone and PCS communications system, including, without limitation, related radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment in the locations depicted in Exhibit B in good condition and repair, in compliance with Governmental Approvals and all applicable codes and industry standards, minimizing interference with the residential use and enjoyment of the Property by Landlord and its members (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease within the space designated in Exhibit B for such purposes. Tenant shall cause all construction to occur licn-free and in compliance with the foregoing. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and with 30 days after the expiration or termination of this Lease provided that any damage caused by such removal and any roof penetrations are repaired so that the Property is left in good condition and repair and any roof penetrations are repaired by a qualified roofing professional at Tenant's expense.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence which does not interfere with the use and enjoyment of the Condominium by Landlord's Condominium Unit owners and occupants, subject to the terms and conditions of this lease.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in good condition and repair during the term of this Lease, in compliance with Governmental Approvals and all applicable codes and industry standards. Upon termination or expiration of this Lease, the Leased Premises shall be returned to Landlord in good, usable condition, reasonable wear and tear excepted.



(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (excluding the installation of emergency power generators) as depicted in Exhibit B. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements in, under and across the Property but excluding any Condominium Units for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Leased Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Leased Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term but subject to all other terms and conditions of this Lease (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Leased Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall reasonably maintain and repair all access roadways (if any) from the nearest public roadway to the Leased Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Leased Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) thirty (30) days' after written notice by Tenant and Tenant's removal of the Antenna Facilities in accordance with this Lease if Tenant determines that the Property, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Leased Premises or Building are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Tenant's removal of the Antenna Facilities, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Leased Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect



to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Leased Premises but excluding the Antenna Facilities. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, so long as the Antenna Facilities remain on the Property and through the balance of the then City of Portland tax year. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Leased Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification

(a) Tenant will maintain Commercial General Liability Insurance in amounts of [REDACTED] per occurrence and [REDACTED] aggregate, and shall provide copies of certificates evidencing such insurance, naming the Landlord as an additional insured with respect to Tenant's activities at the Premises. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its owned real and/or personal property. Landlord and Tenant each hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any property loss or damage covered by their respective first party property insurance policies for all perils insured thereunder or required to be insured against under this Lease. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other, and each party shall provide the other with evidence of such waiver of subrogation by the insurance carrier.

(c) Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the Tenant or the employees, agents, contractors, licensees, tenants and/or subtenants of the Tenant, or a breach of any obligation of the Tenant under this Lease. The Tenant's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to

indemnifying the Landlord. The Tenant's obligations under this section do not apply to any claims, damages, costs and expenses resulting from the negligence of Landlord or its employees, agents or contractors.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

Omnipoint Communications, Inc.
Attn: Property Management
4 Sylvan Way
Parsippany, NJ 07054

With a copy to:

T-Mobile USA, Inc.
Attn: PCS Lease Administrator
12920 SE 38th Street
Bellevue, WA 98006

With a copy to: Attn: Legal Dept.

If to Landlord to:

ROOSEVELT ARMS CONDOMINIUM
Attn Marilyn Moore, President
458 Brighton Ave
Portland, ME 04102

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Leased Premises free and clear of any liens or mortgages, except the percentage interest of the Condominium Unit Owners and those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Leased Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Leased Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period and otherwise conforms to this Lease.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not

caused by Tenant, its agents, contractors and invitees, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign this Lease and the Easements (as defined above) in its entirety to any person or business entity which: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; or (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder. Tenant may not otherwise assign or sublease under this Lease.

Additionally, Tenant may, upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties, provided that such consent shall not impair any obligation to comply with the obligations of Tenant under this Agreement and that should such Secured Parties enter into possession under this Lease they will fully pay and perform Tenant's obligations hereunder.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any incurred in connection with such litigation.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Leased Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Leased Premises and Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Marking and Lighting Requirements. Tenant shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Tenant shall indemnify and hold Landlord harmless from any fines or other liabilities caused by failure to comply with such requirements. Should Landlord be cited by either the FCC or FAA because the Antenna Facilities is not in compliance and, should Tenant fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Landlord may either terminate this Lease immediately on notice to Tenant or proceed to cure the conditions of noncompliance at Tenant's expense, which amounts shall be paid as additional Rent under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:
ROOSEVELT ARMS CONDOMINIUM ASSOCIATION

By: Marilyn A. Moore
Printed Name: ~~Anne Patrick~~ Marilyn A. Moore
Its: ~~Area Director~~ President
Date: August 1, 2007

TENANT:
OMNIPONT COMMUNICATIONS, INC.

By: Anne Patrick
Printed Name: ANNE PATRICK
Its: AREA DIRECTOR
Date: 8/8/07, 2007

EXHIBIT A
Legal Description

The Property is legally described as follows:

Site Name: Roosevelt Arms
Site Number: 4PB0247A

Page 1 of 1

Two lots in the City of Portland, County of Cumberland, being part of a tract of land known as Brighton, as described in a plan made for George F. Edwards by Clifford C. LeGros in 1882 and recorded in the Cumberland County Registry of Deeds File Book 14, Page 122, being lots 21 and 22 as shown on said plan, including and in-cluding to convey, and hereby conveying, a portion of the property as described in a deed from Percy Stevens to the City of Portland dated May 2, 1905 and recorded in the Cumberland County Registry of Deeds in Book 1481, Page 461.

Also another piece of property in the City of Portland, County of Cumberland, beginning at an iron rod standing in the westerly line of Brighton Avenue, distant one hundred thirty and 75 one hundredths (130-75/100) feet northwesterly from the intersection of a north-southerly line of Stevens Avenue and said westerly line of Brighton Avenue; thence along said line of Brighton Avenue north forty-nine degrees two minutes west (49° 02' W) one hundred (100) feet to a point; thence making an angle of eighty-four degrees two minutes (84° 12') with said line of Brighton Avenue one

hundred sixty-five (165) feet to a point; thence south forty-nine degrees two minutes east (49° 02' E) or parallel with said line of Stevens Avenue one hundred (100) feet to a point in the westerly line of Fourteenth Lot; thence north sixty-five degrees fifteen minutes east (65° 15' E) one hundred sixty-five (165) feet to the point of beginning. Meaning and intending to convey, and hereby conveying, the property as described in a deed from George Libby to the City of Portland by deed dated August 26, 1888 and recorded in the Cumberland County Registry of Deeds in Book 692, Page 291.

Also another piece of property in the City of Portland, County of Cumberland, being the property described in a deed from George Libby to the inhabitants of Westbrook dated June 13, 1888, and recorded in the Cumberland County Registry of Deeds in Book 141, Page 28. Being a portion of the property annexed to Portland by Act of the Legislature, Chapters 17 and 190 of Private and Special Laws of 1888.

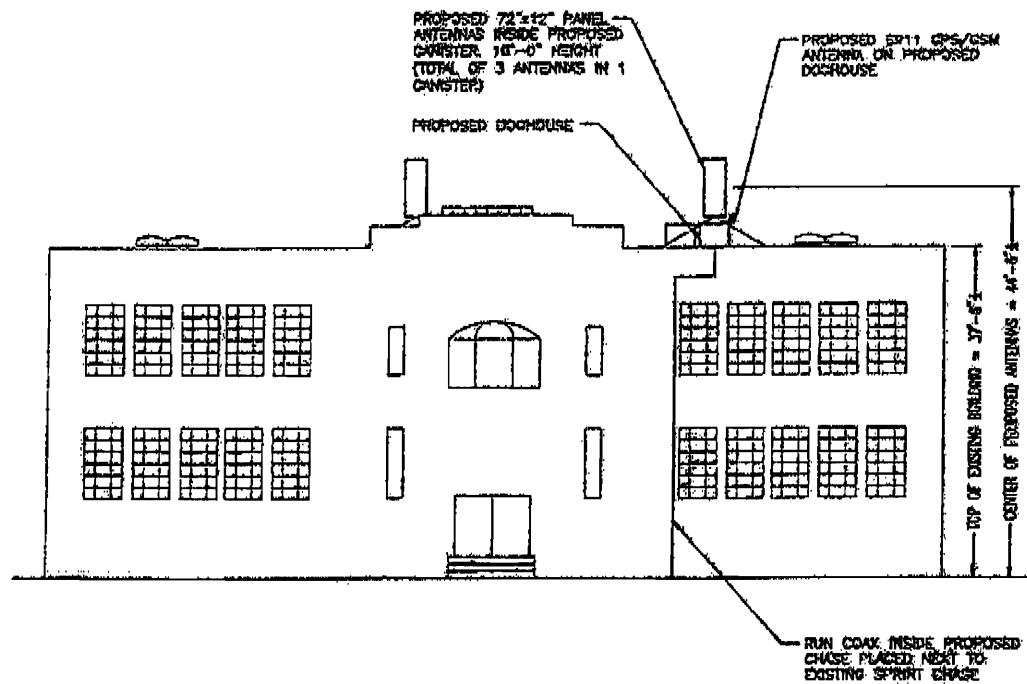
Excepting out a parcel of land at Book 8330, Page 323.

Op
Mum

EXHIBIT B

**The location of the Leased Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:**

NOTE:
 PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPONT COMMUNICATIONS, INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPONT COMMUNICATIONS, INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.



RF APPROVED: _____

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPONT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

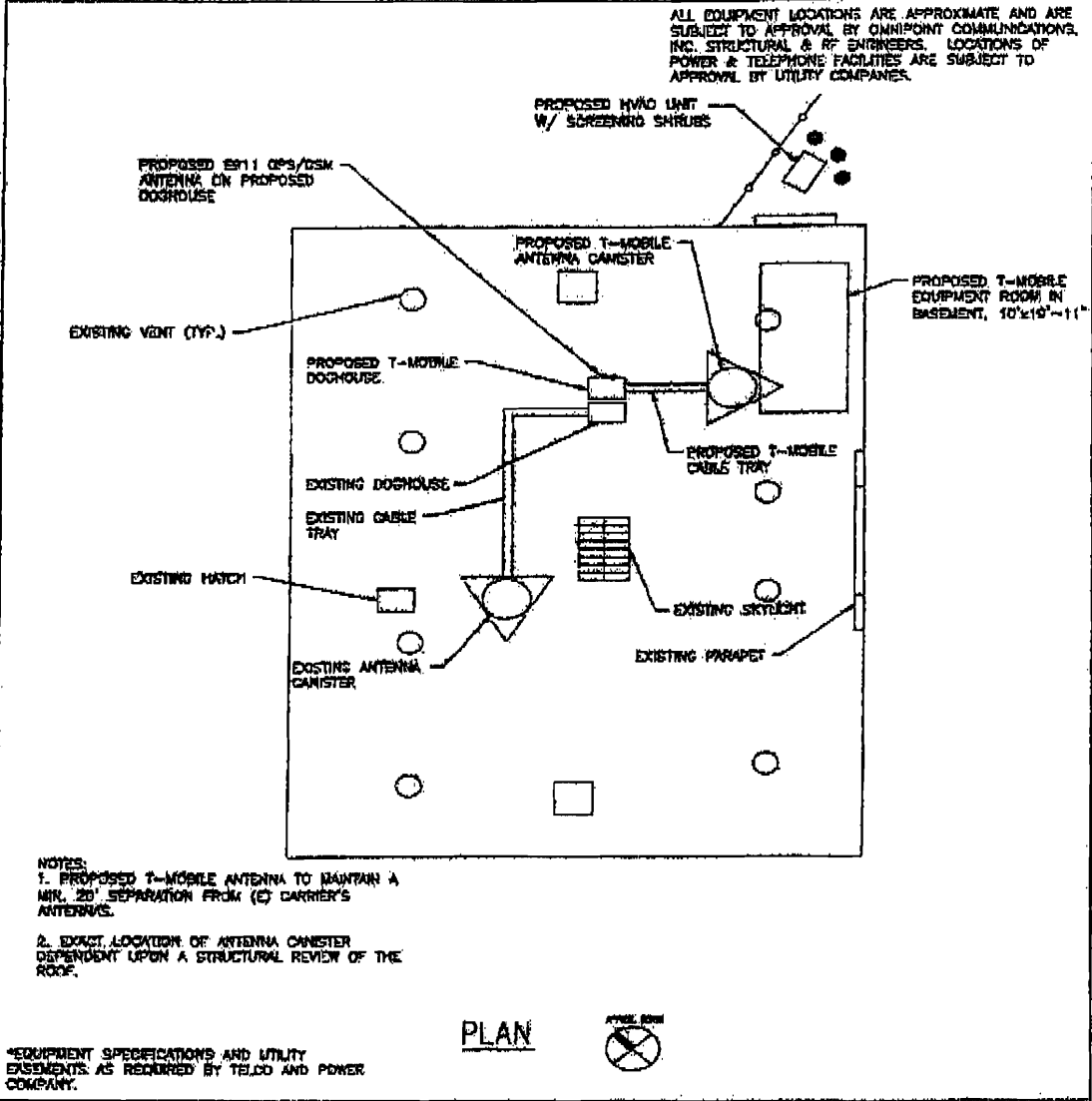
ELEVATION

SITE NO: 4PB-0247A SITE NAME: ROOSEVELT ARMS ADDRESS: 228 STEVENS AVE PORTLAND, ME 04102	OMNIPONT COMMUNICATIONS, INC.	SITE TYPE: ROOFTOP	DATE: 05-01-06
		DRAWN BY: RM	SCALE: NTS

Ag
main

001

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPONT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



- NOTES:
1. PROPOSED T-MOBILE ANTENNA TO MAINTAIN A MIN. 20' SEPARATION FROM (C) CARRIER'S ANTENNAS.
 2. EXACT LOCATION OF ANTENNA CANISTER DEPENDENT UPON A STRUCTURAL REVIEW OF THE ROOF.

PLAN

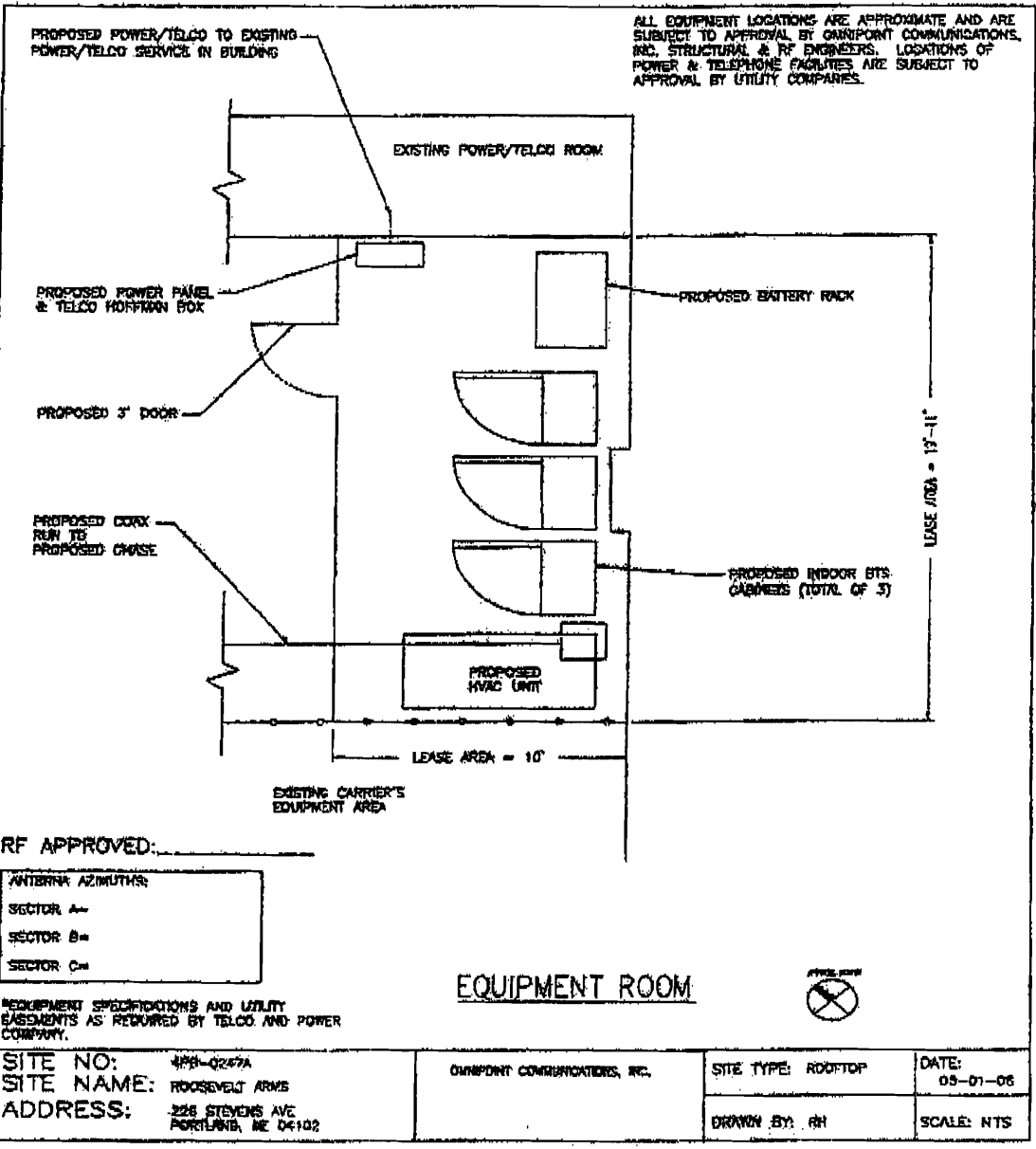


*EQUIPMENT SPECIFICATIONS AND UTILITY EXEMPTIONS AS REQUIRED BY TELCO AND POWER COMPANY.

SITE NO: 47D-0247A SITE NAME: ROOSEVELT ARMS ADDRESS: 225 STEVENS AVE PORTLAND, ME 04102	OMNIPONT COMMUNICATIONS, INC.	SITE TYPE: ROOFTOP	DATE: 05-01-06
		DRAWN BY: RM	SCALE: NTS

Cup
ARM

001



Go main

OCI

EXHIBIT C
Memorandum
of
Lease

SITE NUMBER: 4PB0247A
SITE NAME: ROOSEVELT ARMS
MARKET: NEW ENGLAND



Memorandum of Lease

Assessor's Parcel Number: _____

A Rooftop Lease with Option (the "Lease") by and between ROOSEVELT ARMS CONDOMINIUM ASSOCIATION a Maine non-profit condominium corporation ("Landlord") and OMNIPOINT COMMUNICATIONS, INC., a Delaware corporation ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes, with Exhibit "B"

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms provided however that at any time during the fourth or fifth 5 year renewal term, Landlord may terminate this Lease for any reason upon 180 days prior written notice.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: ROOSEVELT ARMS CONDOMINIUM ASSOCIATION

By: _____
Printed Name: Marlynn A. Moore
Its: President
Date: August 1, 2007

TENANT: OMNIPOINT COMMUNICATIONS, INC.

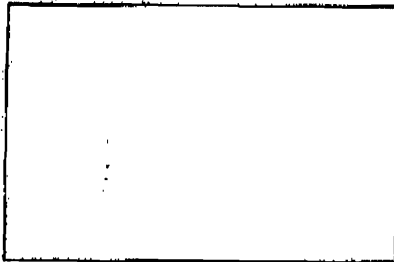
By: _____
Printed Name: Anne Patrick
Its: Area Director
Date: 8/8/07

[Notary block for Landlord]
[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF MAINE)
) ss.
COUNTY OF CUMBERLAND)

This instrument was acknowledged before me on August 1, 2007 by Marilyn A. Moore, the President of ROOSEVELT ARMS CONDOMINIUM ASSOCIATION, a Maine corporation, on behalf of said corporation.

Dated: August 1, 2007



(Use this space for notary stamp/seal)

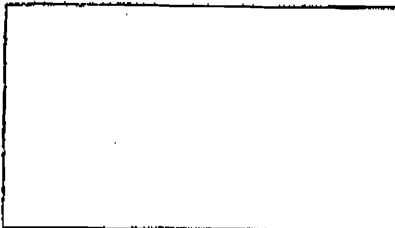
Marjorie T. Tourigny
Notary Public
Print Name _____
My commission expires _____

Marjorie T. Tourigny
Notary Public, Maine
My Commission Expires
August 11, 2013

[Notary block for Tenant]

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF BRISTOL)

On this 8th day of August, 2007, before me, the undersigned notary public, personally appeared Anne Patrick, proved to me through satisfactory evidence of identification, which were *personally known to me* to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



(Use this space for notary stamp/seal)

Christina Fleming
Notary Public
Print Name _____
My commission expires _____



MEMORANDUM OF LEASE

EXHIBIT A Legal Description

The Property is legally described as follows:

Site Name: Roosevelt Arms
Site Number: 4PB0247A

Page 1 of 1

Two lots in the City of Portland, County of Cumberland, being part of a lot of land known as Brighton, as described in a plat made for George I. Edwards by Clifford B. LeGrove in 1782 and recorded in the Cumberland County Registry of Deeds Book 11, Page 120, being lots 21 and 23 as shown on said Plat, meaning and intending to convey, and hereby conveying, a portion of the property as described in a deed from Percy Stevens to the City of Portland dated May 2, 1825 and recorded in the Cumberland County Registry of Deeds in Book 764, Page 461.

Also another piece of property in the City of Portland, County of Cumberland, beginning at its iron rod station in the westerly line of Brighton Avenue, distant one hundred thirty and 75 one hundredths (133-75/100) feet northerly from the intersection of a north-southerly line of Stevens Avenue said said westerly line of Brighton Avenue thence along said line of Brighton Avenue north forty-nine degrees two minutes west (49° 02' 00") one hundred (100) feet to a point; thence making an angle of ninety-four degrees seventeen minutes (94° 17') with said line of Brighton Avenue one

hundred sixty-five (165) feet to a point; thence south thirty-eight degrees two minutes east (38° 02' E) of parallel with said line of Stevens Avenue one hundred (100) feet to a point in the westerly line of Townhouse Lot; thence north thirty-five degrees fifteen minutes east (35° 15' E) one hundred thirty-five (135) feet to the point of beginning, meaning and intending to convey, and hereby conveying, the property as described in a deed from George Libby to the City of Portland by deed dated August 25, 1822 and recorded in the Cumberland County Registry of Deeds in Book 620, Page 291.

Also another piece of property in the City of Portland, County of Cumberland, being the property described in a deed from George Libby to the inhabitants of Portland, dated June 17, 1856, and recorded in the Cumberland County Registry of Deeds in Book 344, Page 25. Being a portion of the property annexed to Portland by Act of the Legislature, Chapters 11 and 190 of Private and Special Laws of 1855.

Excepting out a parcel of land at Book 8330, Page 323.

Up man

JCI



Certificate of Design Application

Applicant: PAUL MUCCI OF AERIAL SPECTRUM, INC.

Date: 3/9/07

Address: T-MOBILE'S "ROOSEVELT ARMS" (SITE # 4PB-0247-A)

Address: 226 STEVENS AVENUE, PORTLAND, ME

2003 International Building Code

Code: 2003 International Building Code

Building Code Section: IBC 2003 Code Chapter: UTILITY & MISC. GROUP "U" (SEC. 312)

Project Name: WIRELESS TELECOMMUNICATIONS FACILITY

Is the structure a separate structure? NO
Is the structure attached to an existing structure? NO
Is the structure a separate structure? NO ~~SEPARATED~~

Structural Design Calculations



Approved by the architect/contractor

Design Loads on Construction Documents

Do the construction documents show:

Dead Loads N/A Live Loads N/A Wind Loads N/A



Wind loads (ASCE 7, 1999)

100 mph 1609.3

NONE



Earth design data (ASCE 7, 1999)

N/A



N/A

NONE

SD USE

N/A

NONE

NONE

N/A

N/A

Flood loads (ASCE 7, 1999)

N/A

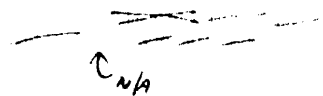


Other Loads

YES

NO

NONE





Accessibility Building Code Certificate

Designer: PAUL MUCCI

Address of Project: 226 STEVENS AVE, PORTLAND, ME

Nature of Project: INSTALLATION OF WIRELESS TELECOMMUNICATIONS FACILITY EQUIPMENT IN BASEMENT
OF ANTENNAS IN 20' HIGH CHIMNEY ON ROOF.

The technical submissions concerning the proposed construction work(s) described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Law and Federal Americans with Disability Act. Residential Buildings with 3 units or more must conform to the Federal Fair Housing Accessibility standards. Please provide proof of compliance if applicable.

Signature: *Paul Mucci*

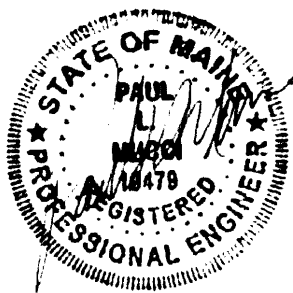
Title: DIRECTOR OF OPERATIONS

Firm: AERIAL SPECTRUM, INC.

Address: 599 NORTH AVE, SUITE 8
WAKEFIELD, MA 01880

Phone: 617-877-8450

(SEAL)



For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design

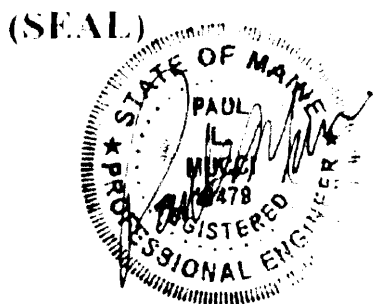
Date: 3/20/07

From: AERIAL SPECTRUM, INC.

These plans and / or specifications covering construction work on:
WIRELESS TELECOMMUNICATIONS FACILITY @ 226 STEVENS
AVE, PORTLAND, ME

Have been designed and drawn up by the undersigned, a Maine registered Architect, Engineer according to the *2003 International Building Code* and local amendments.

Signature: *Paul L. Hill*
Title: DIRECTOR OF OPERATIONS
Firm: AERIAL SPECTRUM, INC.
Address: 599 NORTH AVE, SUITE 8
WAKEFIELD, MA 01880
Phone: 617-877-8450



For more information or to download this form and other permit applications, visit the Inspections Division on our website at www.portlandmaine.gov



APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

Omniport Construction Inc
 Applicant 12 T. Street

12/28/06
 Application Date

11 Commercial Way, Seaside, OR 97138
 Applicant's Mailing Address

Omniport Construction Inc
 Project Name/Description

PETER COOK 978-399-8600
 Consultant/Agent/Phone Number

226 STEVEN AVE
 Address of Proposed Site

CBL: 177-6-1-1-1

Description of Proposed Development:
Installation of wireless communication facility
consisting of addition of antenna, internal equipment, site
associated cabling, etc.

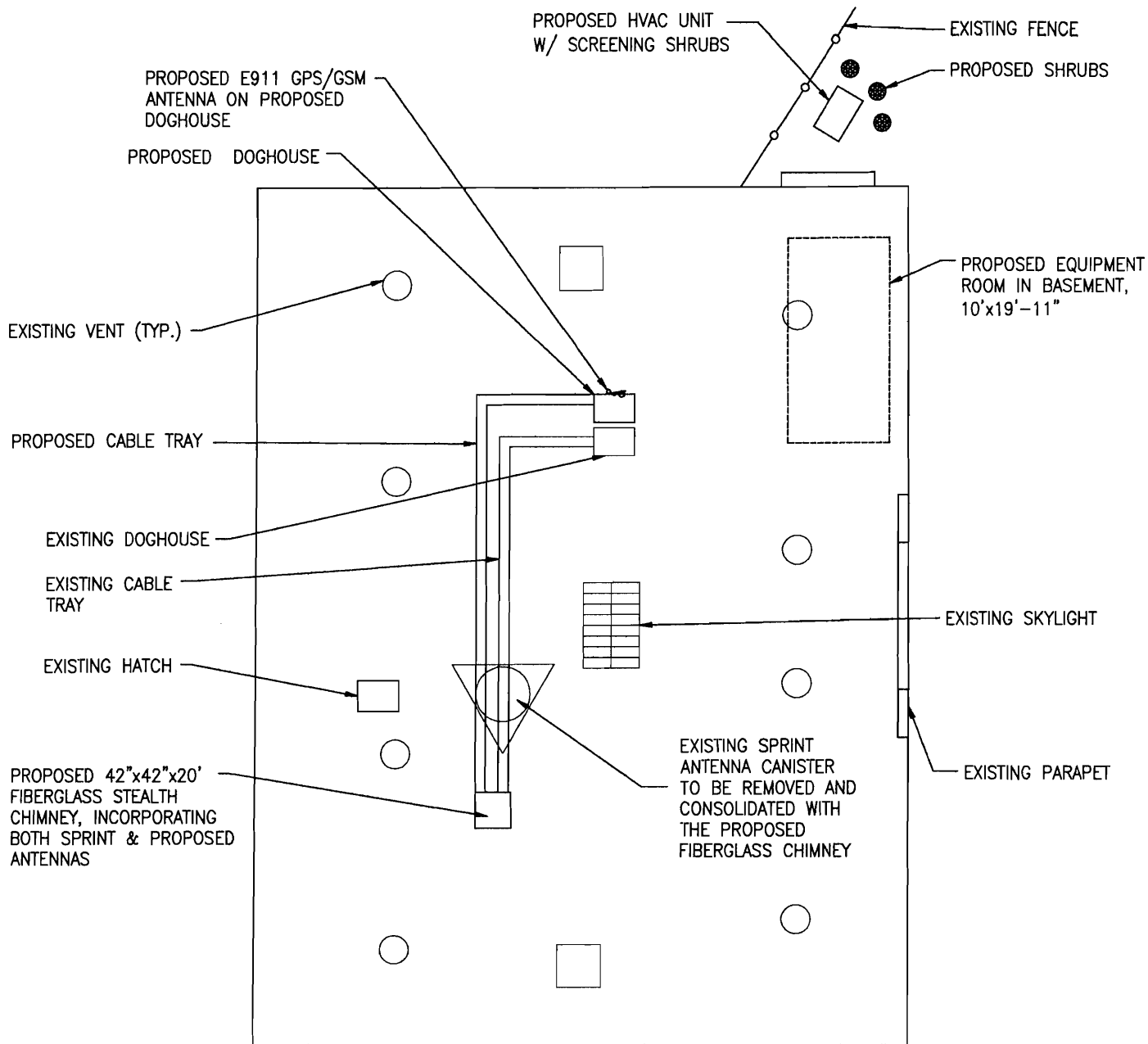
Please Attach Sketch/Plan of Proposal/Development

Criteria for Exemptions:
 See Section 14-523 (4) on back side of form

- a) Within Existing Structures; No New Buildings, Demolitions or Additions
- b) Footprint Increase Less Than 500 Sq. Ft.
- c) No New Curb Cuts, Driveways, Parking Areas
- d) Curbs and Sidewalks in Sound Condition/Comply with ADA
- e) No Additional Parking/ No Traffic Increase
- f) No Stormwater Problems
- g) Sufficient Property Screening
- h) Adequate Utilities

Applicant's Assessment (Yes, No, N/A)	Planning Office Use Only
Yes	Yes
Yes	Yes
Yes	Yes
Yes	Yes
Yes	Yes
Yes	Yes
Yes	Yes
Yes	Yes

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.



NOTES:

1. PROPOSED ANTENNAS TO MAINTAIN A MIN. 10'-0" VERTICAL SEPARATION FROM (E) CARRIER'S ANTENNAS.
2. EXACT LOCATION OF PROPOSED REPLACEMENT FIBERGLASS CHIMNEY IS DEPENDENT UPON A STRUCTURAL REVIEW OF THE ROOF.

PLAN



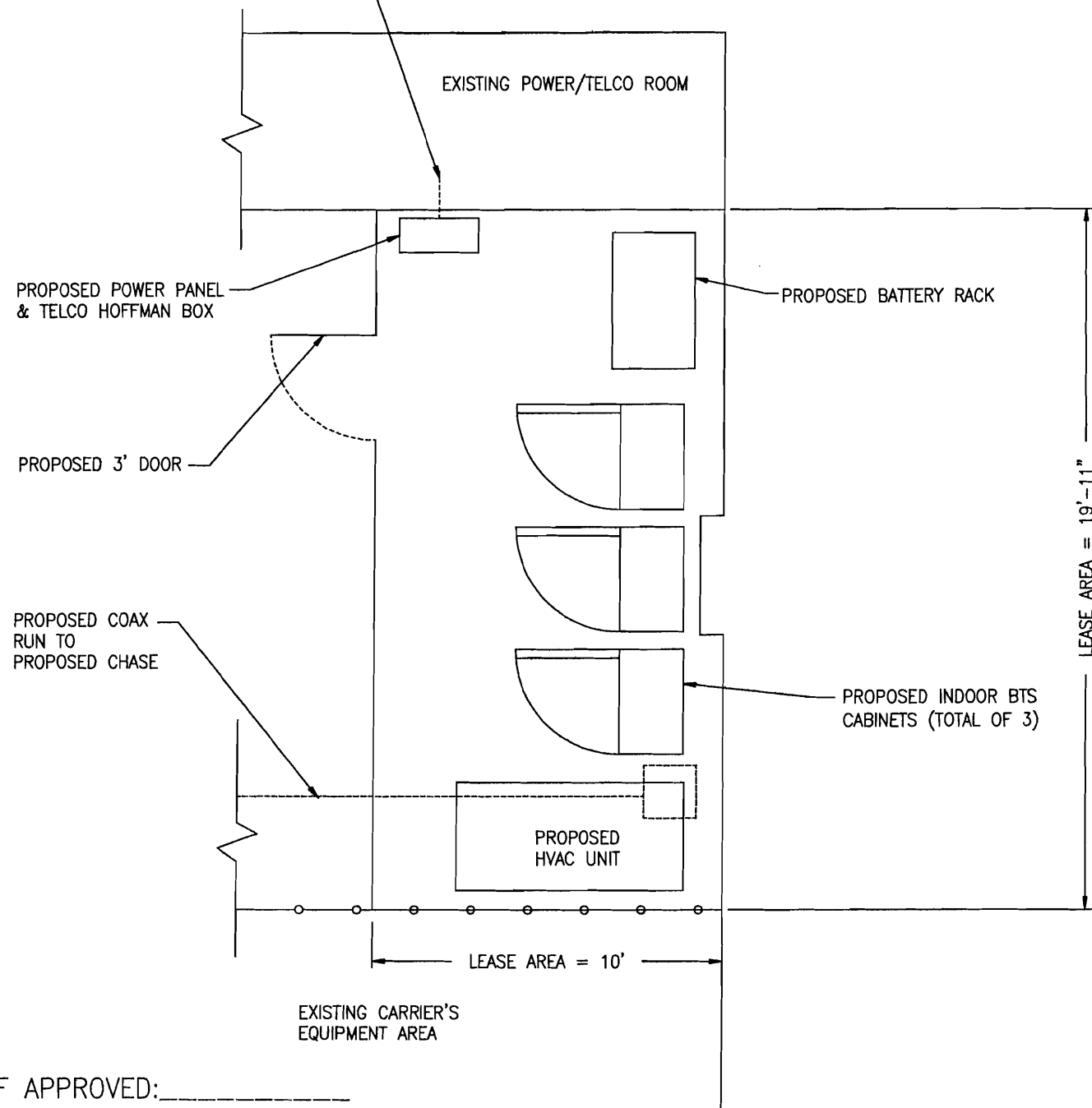
*EQUIPMENT SPECIFICATIONS AND UTILITY EASEMENTS AS REQUIRED BY TELCO AND POWER COMPANY.

REV2: 10-18-06

SITE NO: 4PB-0247A SITE NAME: ROOSEVELT ARMS ADDRESS: 226 STEVENS AVE PORTLAND, ME 04102	OMNIPPOINT COMMUNICATIONS, INC. 15 COMMERCE WAY, SUITE B NORTON, MA 02766	SITE TYPE: ROOFTOP	DATE: 05-12-06
		DRAWN BY: RH	SCALE: NTS

PROPOSED POWER/TELCO TO EXISTING
POWER/TELCO SERVICE IN BUILDING

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE
SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS,
INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF
POWER & TELEPHONE FACILITIES ARE SUBJECT TO
APPROVAL BY UTILITY COMPANIES.



RF APPROVED: _____

ANTENNA AZIMUTHS:	
SECTOR A=	90°
SECTOR B=	180°
SECTOR C=	300°

*EQUIPMENT SPECIFICATIONS AND UTILITY
EASEMENTS AS REQUIRED BY TELCO AND POWER
COMPANY.

EQUIPMENT ROOM



REV2: 10-18-06

SITE NO: 4PB-0247A
SITE NAME: ROOSEVELT ARMS
ADDRESS: 226 STEVENS AVE
PORTLAND, ME 04102

OMNIPOINT COMMUNICATIONS, INC.

15 COMMERCE WAY, SUITE B
NORTON, MA 02766

SITE TYPE: ROOFTOP

DATE:
05-12-06

DRAWN BY: RH

SCALE: NTS

NOTE:

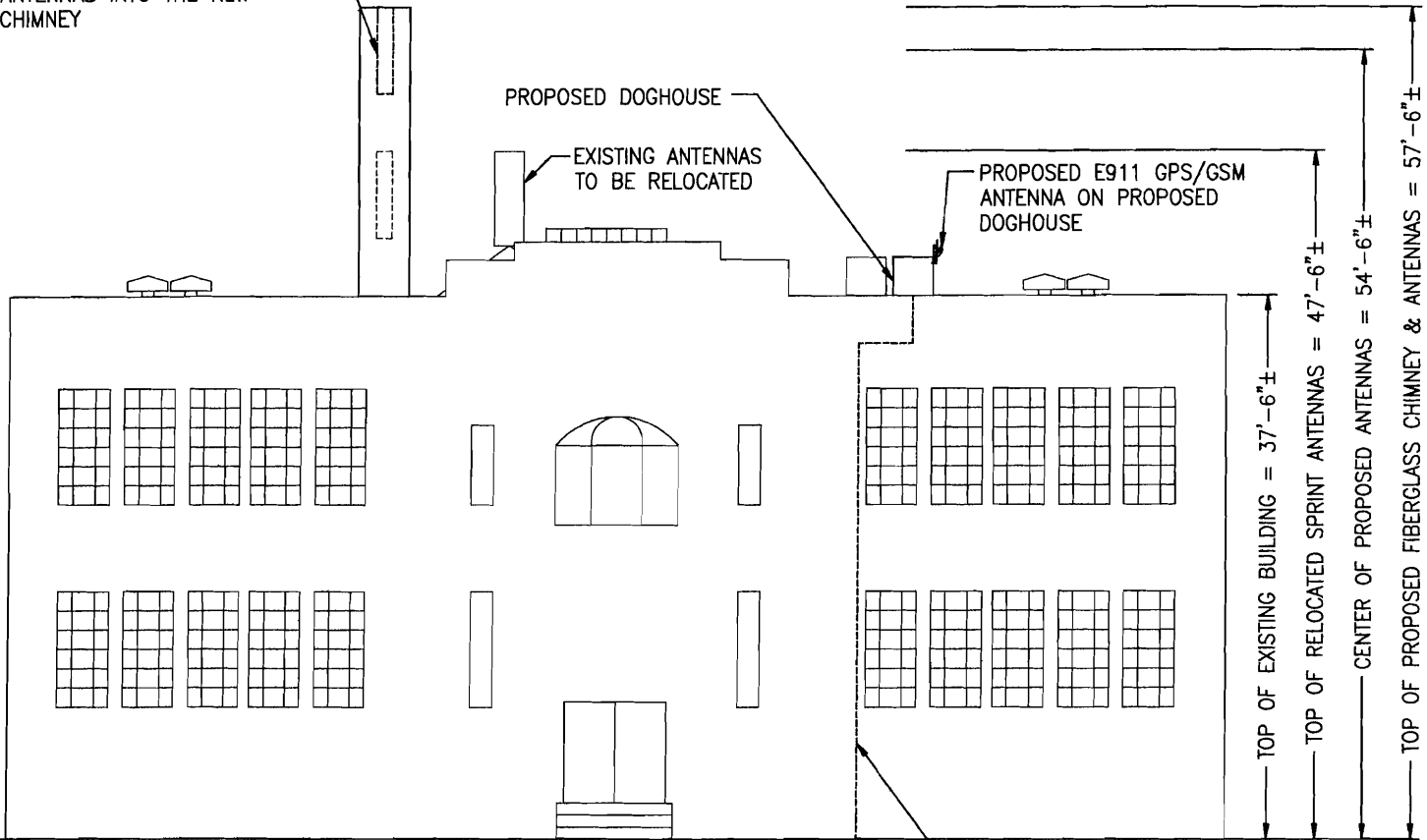
PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. OMNIPOINT COMMUNICATIONS, INC. IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. OMNIPOINT COMMUNICATIONS, INC. RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

PROPOSED 72"x13" PANEL ANTENNAS INSIDE PROPOSED 42"x42"x20' FIBERGLASS CHIMNEY (TOTAL OF 6 ANTENNA) - RELOCATE (E) SPRINT ANTENNAS INTO THE NEW CHIMNEY

PROPOSED DOGHOUSE

EXISTING ANTENNAS TO BE RELOCATED

PROPOSED E911 GPS/GSM ANTENNA ON PROPOSED DOGHOUSE



TOP OF EXISTING BUILDING = 37'-6"±
 TOP OF RELOCATED SPRINT ANTENNAS = 47'-6"±
 CENTER OF PROPOSED ANTENNAS = 54'-6"±
 TOP OF PROPOSED FIBERGLASS CHIMNEY & ANTENNAS = 57'-6"±

RUN COAX INSIDE PROPOSED CHASE PLACED NEXT TO EXISTING CARRIER'S CHASE

RF APPROVED: _____

ALL EQUIPMENT LOCATIONS ARE APPROXIMATE AND ARE SUBJECT TO APPROVAL BY OMNIPOINT COMMUNICATIONS, INC. STRUCTURAL & RF ENGINEERS. LOCATIONS OF POWER & TELEPHONE FACILITIES ARE SUBJECT TO APPROVAL BY UTILITY COMPANIES.

ELEVATION

REV2: 10-18-06

SITE NO: 4PB-0247A
SITE NAME: ROOSEVELT ARMS
ADDRESS: 226 STEVENS AVE
 PORTLAND, ME 04102

OMNIPOINT COMMUNICATIONS, INC.
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02766

SITE TYPE: ROOFTOP

DATE:
05-12-06

DRAWN BY: RH

SCALE: NTS

WELLMAN ASSOCIATES, INC.

70 BROADWAY STREET
P.O. BOX 738
WESTFORD, MA 01886
(978) 589-9870
FACSIMILE (978) 589-9421

TRANSMITTAL

TO: Ms. Lannie Dobson
Planning & Development Department
Housing & Neighborhood Services Division
City of Portland
389 Congress Street
Portland, ME 04101

FR: Peter Cooke

VIA: Overnight Mail

DATE: March 21, 2007

RE: Omnipoint Communications, Inc. (T-Mobile)
226 Stevens Street Building Permit Application

Lannie:

Per last week's conversation concerning the collocation of T-Mobile on the rooftop at the above referenced property, please find the attached building permit application, one set of drawings, design affidavits and a \$645 application fee for your consideration. A pdf file of the plans for the installation, as you know, was emailed to your office earlier this week.

When the application is approved, we would appreciate the opportunity to pick the permit up at your office rather than having it mailed to us. Please call me at (978) 399-8600 with any questions concerning the application and/or to notify us that it is ready for pickup.

Thank you.

Cc: Mr. G. Marquis – Omnipoint Communications, Inc. (w/o enclosures)
