

1340 ~~Central~~ Atlantic Cellular

January 1997

Atlantic Cellular Telephone Corporation
2002 Pisgah Church Road
Greensboro, North Carolina

Applicant:

North Portland
Cellular Telephone Switch Facility
1340 Riverside Street
Portland, Maine

for a

City of Portland
Site Plan Application

SebagoTechnics
Engineering & Planning for the Future

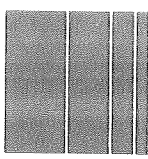


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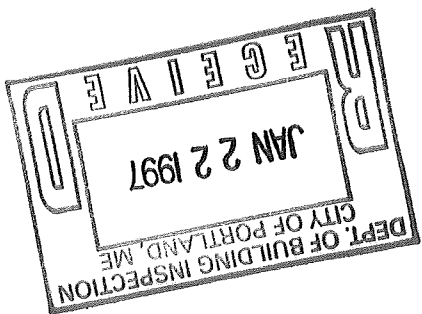
Cover Letter

Location Map

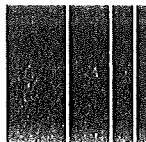
Deed and Land Lease Agreement

Building, Mono Pole
and Antenna Specifications

Plans



Cover Letter



Sebago Technics
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January 22, 1997
96369

Marge Schmuckal, Assistant Chief
Inspection Services Division
City of Portland
389 Congress Street
Portland, ME 04101

Minor Site Plan Review, Atlantic Cellular Telephone Corporation

Dear Marge:

On behalf of Atlantic Cellular Telephone Corporation, we are pleased to submit this minor site plan application package for the North Portland Cellular Telephone Switch Facility. The project site is located at 1340 Riverside Street on land owned by Paul and Alice Labrecque, Tax Map 357, Lot No. C5.

On November 26, 1996, we participated with the Portland Planning Board and staff in a workshop discussion that focused on communication tower heights and amendments to industrial zones. A portion of the discussion during this workshop was whether a monopole is defined as a structure. Based on this discussion and a subsequent ruling by the Zoning Board of Appeals, we understand that a monopole is not considered a structure. A monopole is acting as a carrying member for a single load/force, based on an architectural definition. Based on this information, we understand that a monopole is an accepted use within this zone and request a minor site plan review for construction of a 180 foot monopole with up to 12 foot antennas and building for the switch facility.

This application has been prepared in accordance with Article V, Section 14-525 Final Site Plan under the Land Use Ordinance. The following items describe issues that the staff may have concerns about as related to the project site:

A. The main features of the site development are a 180 foot monopole, a 240 square foot electronics equipment switch building, and fenced yard area located with the Industrial Zone, I-1.

B. The monopole and switch building will be located on a leased lot having 6,500 square feet. The monopole will have the following potential antennas:

- At the top of the pole is a triangular platform that will have twelve panel antennas attached. There will also be up to six six-foot diameter dish antennas distributed along the length of the pole. There is also a provision for six whip antennas at the top of the pole should changes in technology require them.

C. Topography for the site is based on a field survey which indicates 2 foot contour intervals.

D. Traffic to the site will be minimal as the site is unmanned. Visits to the site will consist of routine maintenance vehicles once or twice a week. Changes in the current traffic pattern are not anticipated.

E. Surface drainage from the site on the northeast side will be intercepted by a swale that outlets northwesterly into an existing drainage way to the back of the site. Surface drainage from the rest of the site will consist of sheet flow across a crushed stone and compacted gravel surface prior to draining into the existing drainage swale. The site in the existing condition is stable with no signs of erosion, and the amount of anticipated development will have a minimal adverse impact on any downstream wetlands or adjacent properties.

F. There will be a 12 foot wide drive constructed for access and parking to the switch building. All drives will have gravel surfaces as indicated on the detail sheet. The area within the compound of the building and monopole will be stabilized with 3 inches of 3/4" crushed stone.

G. An 8 foot tall chain link fence with one 14 foot swing gate is proposed to surround the monopole and switch building. The swing gate will be locked at all times.

H. Existing tree vegetation will remain on the northwest and northeast sides of the project site.

I. Stumps and debris will be removed by the site contractor and disposed of in conformance with local requirements.

J. Site excavation will include grubbing, grading, installation of a drainage swale, foundations for the monopole and switch building, along with the installation of an access drive to the switch building.

K. Underground electric and telephone services will be installed starting at an existing utility pole within the adjacent parcel and placed adjacent to the northeast property line.

L. All erosion and sedimentation control measures will be in conformance with "Best Management Practices" developed by the Cumberland County Soil & Water Conservation District. The control measures, as illustrated on the detail sheet, consist of silt fence, dust control, etc.

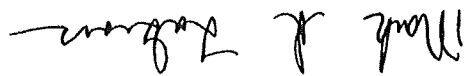
M. Since the site is unmanned, water, sewer and gas will not be installed.

We will be glad to meet with the Portland Planning Authority to assist in the review of the application. This package includes a location map, deed and land lease agreement, specifications, construction drawings, and \$300.00 application fee. Prior to obtaining the necessary building permits, we will be submitting supplemental drawings for the monopole and switch building, complete with foundation design drawings.

If there are any questions or further information is needed, please do not hesitate to contact us. Thank you for your consideration of this application and review by the staff.

Sincerely,

SEBAGO TECHNICS, INC.



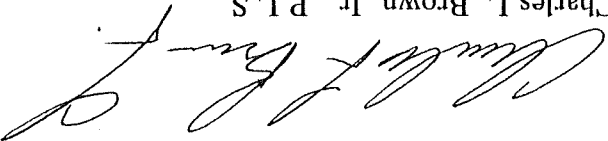
Mark S. Lagross
Project Engineer

MSL/CLB:jc

Enc.

cc: Keith Stines
Jim Wilson
Barry Hobbins

Charles L. Brown, Jr., P.L.S.
Vice President, Field Services



Location Map

SITE LOCATION MAP USGS TOPOGRAPHIC 7.5 MIN. QUADRANGLE PORTLAND WEST SCALE: 1" = 2,000'

Sebago Technics
Engineering & Planning for the Future

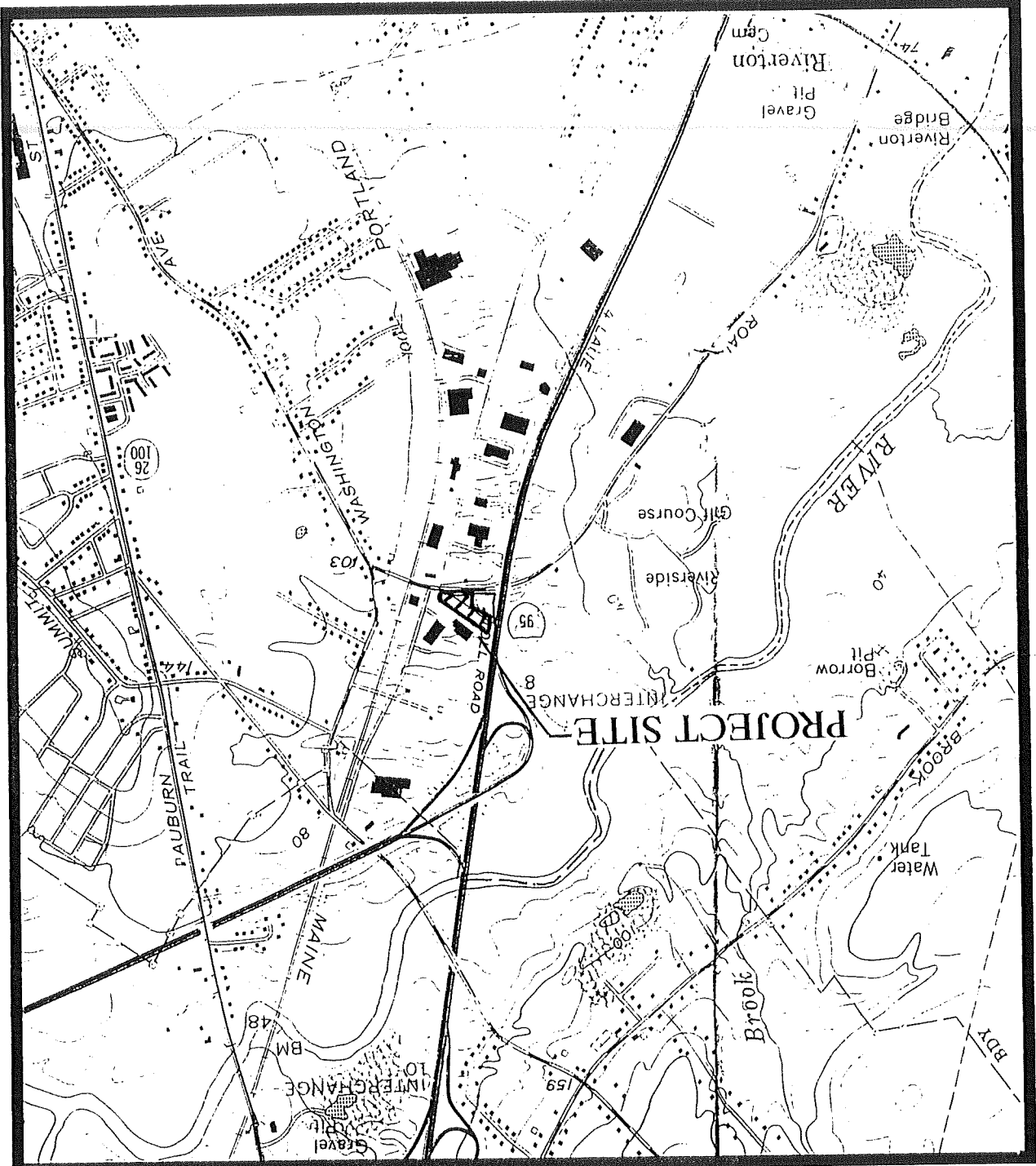


FIGURE 1

Deed and Land Lease Agreement

KNOW ALL MEN BY THESE PRESENTS, THAT I, MICHAEL SCARKS, of
 Baco, County of York and State of Maine, for consideration paid
 by C. PAUL LABRECQUE and ALICE A. LABRECQUE of Falmouth, County
 of Cumberland and State of Maine, whose mailing address is 55
 Brook Road, West Falmouth, Maine, the receipt of which is
 hereby acknowledged, do hereby give, grant, bargain, sell and
 convey unto the said C. PAUL LABRECQUE and ALICE A. LABRECQUE,
 their heirs and assigns forever, a certain lot or parcel of land
 located in Portland, Maine, and bounded and described as set
 forth in schedule B attached hereto and incorporated herein by
 reference.

TO HAVE AND TO HOLD the aforesaid and bargained premises,
 with all the privileges and appurtenances thereof, to the said
 C. PAUL LABRECQUE and ALICE A. LABRECQUE, their heirs and
 assigns, to them and their use and behoof forever, as joint tenants
 with rights of survivorship.

AND I do covenant with the said grantees, their heirs and
 assigns, that I am lawfully seized in fee of the premises, that
 they enjoy free of all encumbrances and that I have good right to
 sell and convey the same to the said grantees to hold as
 tenants in common and that I and my heirs shall and will WARRANT and
 DEFEND the same to the said grantees, their heirs and assigns
 forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, I, the said Michael Scarks, have
 hereunto set my hand and seal this 5th day of the month of
 February, 1988.

Signed, sealed and delivered
 in presence of

Michael Scarks
 MICHAEL SCARKS

State of Maine
 County of Cumberland, s.s.
 February 5, 1988

Then personally appeared the above named Michael Scarks and
 acknowledged the foregoing instrument to be his free act and

before me,

M. J. Foley
 MARY J. FOLEY
 Notary Public/Attorney at Law

A certain lot or parcel of land situated on the north side of Alameda Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at an iron pin set (5/8" rebar) on the apparent north westerly corner of said Alameda Street, said iron pin being the most southerly corner of land now or formerly of New England Telephone and Telegraph Company as recorded in the Cumberland County Registry of Deeds in Book 3400, Page 118. Thence by the following courses and distances:

1) N 75°44'06"W along the apparent northerly side line of said Alameda Street a distance of three hundred sixty-nine and 56/100 (131.56) feet to a point.

2) N 33°51'45"W a distance of one hundred thirty-one and 09/100 (131.09) feet to an iron pin set (5/8" rebar).

3) N 75°44'06"W a distance of one hundred five and 90/100 (105.90) feet to an iron pin set (5/8" rebar) and the easterly side line of land of the Maine Turnpike Authority.

4) N 09°57'00"E along the easterly side line of the Maine Turnpike Authority a distance of one hundred thirty and 30/100 (130.30) feet to an iron pin set (5/8" rebar) and land now or formerly of Chaxler Cobb.

5) N 43°16'00"E along land now or formerly of Cobb a distance of ninety-seven and 85/100 (97.85) feet to an iron pin found and land now or formerly of Davison Construction Company, Inc. as recorded in said Registry in Book 3386, Page 110.

6) S 40°44'00"E along land now or formerly of Davison Construction Company, Inc. a distance of six hundred two and 73/100 (602.73) feet to an iron pin set (5/8" rebar) and the northwesterly corner of said New England Telephone and Telegraph Company.

7) S 14°15'54"N along land of New England Telephone and Telegraph Company a distance of thirty and 08/100 (30.08) feet to the point of beginning.

The above described parcel of land contains 86,582.45 square feet. Bearings are referenced to true north as shown on the Maine Turnpike Authority plans.

This conveyance is made subject, however, to the rights and privileges conveyed by Annie R. Cooper to Portland Water District by deed dated August 5, 1957 and recorded in said Registry of Deeds in Book 3367, page 3611, to Davison Construction Company, Inc. by deed dated May 4, 1973 and recorded in said Registry of

Deeds in Book 3400, Page 116, and to Central Maine Power Company
by deed dated September 15, 1973 and recorded in said Registry of
Deeds in Book 3477, Page 291.

Being a portion of the premises described in a deed from
Gertrude R. Davin, Personal Representative, to Michael Scarke and
recorded in the Cumberland County Registry of Deeds in Book 2806,
Page 273.

RECORDED
1980 FEB -5 PM 3:41
CUMBERLAND COUNTY
JENNIFER M. BROWN

OKB170PG0217

of installing a communications tower (the "Tower") not more than 180 ft. tall, equipment building not to exceed 12 ft. x 20 ft., propane generator and tank, and fence together with the non-exclusive right seven (7) days a week, twenty-four (24) hours a day, for ingress and egress on foot or by motor vehicle

1. ~~Demised Premises~~. Lessor hereby leases to Lessee that certain plot of land measuring approximately 65 ft. x 100 ft. (hereinafter referred to as the "Demised Premises") for the purpose

the parties hereto agree as follows:
of which is hereby acknowledged, and intending to be legally bound, other good and valuable consideration, the receipt and sufficiency In consideration of the mutual covenants contained herein and

W I T N E S S E T H :

THIS LAND LEASE AGREEMENT ("Agreement"), made as of the 12 day of December, 1996 between Paul Labrecque and wife, Alice A. Labrecque (hereinafter referred to as "Lessor"), and Atlantic Cellular Telephone Corp., a North Carolina corporation (hereinafter referred to as "Lessee").

LAND LEASE AGREEMENT

received
11/15/97
SEBAGO TECHNICS

N. Perland

(including trucks), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under or along, a reasonable right-of-way (the "Right-of-Way") that will accommodate Lessee's intended uses for the Demised Premises extending from the nearest public right-of-way, Riverside Street, to the Demised Premises. The Demised Premises and Right-of-Way being further described in the sketch attached hereto as Exhibit A and incorporated herein by reference. Lessor and Lessee hereby agree that Exhibit A will be revised to reflect the results of a survey of the Demised Premises and the Right-of-Way; provided, however, in the event Lessor and Lessee are unable to agree on the exact location of the Demised Premises and the Right-of-Way according to the survey, Lessee shall have the right, in its sole discretion, to terminate this Agreement. The Demised Premises is for exclusive use of Lessee, its agents, employees, and business visitors. The Right-of-Way is a non-exclusive right of way for Lessee, its agents, employees, and business visitors.

2. Term. This Agreement shall commence on the date hereof and shall continue in effect for an initial term (the "Original Term") of five years from March 1, 1997. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein for four (4) renewal terms of five (5)

years each unless Lessee terminates this Agreement by providing written notice to Lessor at least sixty (60) days before the expiration of the Original Term or any renewal term.

3. Rent.

(a) The Annual Rent for the Original Term shall be in the amount of _____ to be

paid in equal monthly installments of _____

beginning on March 1, 1997. Monthly rental

payments shall be paid to Lessor at the address set forth in

Section 20 or to such other address as Lessor may, from time to

time, designate in writing at least thirty (30) days in advance of

any rental payment date. Such monthly installments shall be deemed

late if not received by Lessor within fifteen (15) days of the

first day of each month and shall bear interest at the rate of

eighteen percent (18%) per annum thereafter until paid. Lessor

must notify Lessee in writing in the manner prescribed in Section

20 of any nonpayment.

(b) The Annual Rent during any renewal term shall be

equal to the rent paid for the previous term adjusted pursuant to

paragraph (c) below and shall remain the same throughout each year

of such renewal term.

(c) Each adjustment to the Annual Rent shall be based on

5. Utilities. Lessee shall be solely responsible for and promptly pay all utility charges for electricity, telephone service or any other utility used or consumed by Lessee on the Demised Premises. Lessor shall fully cooperate with any utility company requesting an easement over and across the Demised Premises or other lands owned by Lessor in order that such utility company may provide service to Lessee. Lessee shall have the right to run underground or overhead utility lines directly from the utility source to Lessee's equipment building. Lessee and the utility

4. Taxes. Lessee upon presentation of sufficient and proper documentation shall pay as additional rent an amount equal to any increase in real estate taxes levied against the Demised Premises which are directly attributable to the improvements to the Demised Premises constructed by Lessee on the Demised Premises.

in the Annual Rent shall be no less than 15% and no more than 25% during the term then in effect. Provided however, any one increase and (ii) multiplying the resultant number by the Annual Rent paid indicator published at the beginning of the term then in effect, most recently prior to the renewal date, by (B) the CPI-U be determined by (i) dividing (A) the CPI-U indicator published all Urban Consumers U.S. City Average ("CPI-U") indicator and shall the U.S. Department of Commerce "National Consumer Price Index" for

company providing services to Lessee shall have access to all areas of the Demised Premises or other lands of Lessor necessary for installation, maintenance and/or repair of such service. Notwithstanding anything herein contained to the contrary, Lessee agrees to use all reasonable efforts to use the power source located on the north side (rear of Lessor's maintenance building) of Lessor's property line and to locate its power lines along this property line or Demised Premises.

6. ~~Permitted Use.~~ Lessee shall use the Demised Premises for the purpose of constructing, maintaining and operating a cellular and microwave communications facility. Such cellular and microwave transmission and operation shall be conducted in accordance with the standards imposed by the Federal Communications Commission, and any other local, state or federal body with authority over such transmission and operation. All improvements shall be at Lessee's expense. Lessee shall use the Demised Premises for no other purpose without the prior written consent of Lessor.

7. ~~Necessity of Permits; Right to Terminate.~~

(a) It is agreed and understood that Lessee's ability to use the Demised Premises and its obligation to pay rent are contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits and other approvals that

(b) In the event that any of the Permits are not granted or issued, or the Engineering Analysis is not, in Lessee's sole discretion, favorable, Lessee shall have the right to terminate this Agreement upon written notice to Lessor, whereupon this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement (excluding, however, the obligations set forth in Section 8 below).

and Engineering Analysis.

conduct other investigations needed to secure the foregoing Permits given the right to survey, soil test, radio coverage test, and respect to the proposed use thereof by Lessee. Lessee is hereby affect the status of the Demised Premises or the Right-of-Way with cost, if requested, and shall take no action which would adversely all Permits, including local public utility easements at nominal Lessor shall cooperate with Lessee in its effort to obtain any and Demised Premises for its intended purposes, as set forth herein. "Engineering Analysis", which will permit Lessee to use the soil boring tests and associated environmental testing (the satisfactory engineering tests, including cellular coverage tests, and the Federal Aviation Administration, (the "Permits") as well as including without limitation the Federal Communications Commission may be required by any federal, state or local authorities,

If any rental payments have been made before the effective date of

termination, they shall be retained by Lessor.

(c) If any one or more of the permits is cancelled,

expires, lapses or is otherwise withdrawn or terminated by the
issuing governmental authority, Lessee shall have the right to

terminate this Agreement upon written notice to Lessor, whereupon

this Agreement shall become null and void and the parties shall

have no further obligations to each other under the terms of this

Agreement (excluding, however, the obligations set forth in Section

8 below). If any rental payments have been made before the

effective date of termination, they shall be retained by Lessor.

8. Removal of Lessee's Improvements Upon Termination. Lessor

covenants and agrees that no part of the improvements constructed,

erected or placed by Lessee on the Demised Premises shall become,

or be considered as being affixed to or a part of, the Demised

Premises, any and all provisions and principles of law to the

contrary notwithstanding, it being the specific intention of Lessor

that all improvements of every kind and nature constructed, erected

or placed by Lessee on the Demised Premises shall be and remain the

property of Lessee. Lessee, upon termination of this Agreement

shall within 120 days, remove all such improvements, including

without limitation the tower, equipment building and any fencing,

12. Insurance. As long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective Agreement.

agents, employees, invitees or guests during the term of this from or arising out of the negligent act or omission of Lessor, its resulting from injury to person or damage to property resulting claims or judgments, including reasonable attorney's fees, harmless from and against any and all liability, damage, expense, of this Agreement. Lessor agrees to indemnify and save Lessee, its agents, employees, invitees or guests during the term Premises by Lessee if caused by the negligent act or omission of from or arising out of the use and occupancy of the Demised resulting from injury to person or damage to property resulting expense, claims or judgments, including reasonable attorneys' fees, Lessor harmless from and against any and all liability, damage, 11. Indemnification. Lessee agrees to indemnify and save

warranty.

Lessee may suffer or incur as a result of a breach of the foregoing including reasonable attorneys' fees, or other expenses which liabilities, judgments, damages, penalties, expenditures, costs, defend and save Lessee harmless from any and all losses, claims, Legislation; or (2) underground storage tanks. Lessor agrees to

Agreement upon written notice, provided however, where any such default cannot reasonably be cured within thirty (30) days, Lessor may not terminate this Agreement if Lessee commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

14. Quiet Title. Lessor covenants that Lessee, upon paying the rent and performing its covenants hereunder, shall peaceably and quietly have, hold and enjoy the Demised Premises.

15. ~~Authority to Enter into Agreement; No Restrictive Covenants.~~ Lessor covenants and warrants that Lessor is seized of good and sufficient title and interest to the Demised Premises and has full authority to enter into and execute this Agreement.

Lessor covenants and warrants that there are no restrictive covenants encumbering the title to the Demised Premises which would prevent Lessee's use of the Demised Premises for the uses specified herein. In the event Lessee determines that there are restrictive covenants which would prevent Lessee's use of the Demised Premises for the uses specified herein, Lessee shall have the right to terminate this Agreement upon written notice to Lessor, whereupon this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement.

18. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other remedy herein contained or by law provided, but each shall be

subject to the right of Lessee in and to such right-of-way. Underlying the right-of-way herein granted shall be under and hereunder, and any sale by Lessor of the portion of the property be under and subject to this Agreement and Lessee's rights Demised Premises, to a purchaser other than Lessee, such sale shall during the term of this Agreement, sell all or any part of the 17. Sale of Demised Premises. Should Lessor, at any time

close the transaction. to match such offer, Lessee and Lessor shall proceed diligently to proposed offer within fifteen (15) business days. If Lessee elects will then respond to Lessor with a decision to match or decline the mail of Lessor's intent to sell with a copy of the offer. Lessee Premises is a part, Lessor will provide written notice by certified Premises or any portion of Lessor's property of which the Demised Agreement. If Lessor receives an offer to purchase the Demised date hereof until six months beyond the termination of this first refusal on the future sale of the Demised Premises from the of the first month's rent, Lessor grants to Lessee the right of 16. Right of First Refusal. In consideration of the receipt

cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

19. Assignment. Lessee may, without Lessor's consent, assign

or transfer this Agreement or sublet all or any portion of the Demised Premises to: (i) to Lessee's affiliates or (ii) to any

assignee which has received Federal Communications Commission approval for assignment or transfer of control of the

communications authorization presently held by Lessee. Lessee may

not assign or transfer this Agreement to any other third party

without the prior written consent of Lessor, which consent will not

be unreasonably withheld. In the event that Lessee enters into a

sub-lease agreement with another wireless provider, pursuant to

which Lessee earns revenue, the Annual Rent for any term thereafter

shall increase by 25%. Lessor may sell, assign, or transfer the

Demised Premises or its interest therein, subject, however, to the

terms of this Agreement and Lessee's tenancy hereunder.

20. Notices. Any written notice provided for herein shall be

given in writing and shall be deemed validly given if delivered by

personal delivery, overnight air carrier service, or certified or

registered United States mail, postage prepaid, return receipt

requested, addressed as follows:

Lessor: Paul and Alice A. Labrecque
55 Brook Road
West Falmouth, Maine 04105

Lessee: Atlantic Cellular Telephone Corp.
2002 Pisgah Church Road, Suite 300
Greensboro, North Carolina 27455
Attention: General Counsel

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party by written notice given to the other party.

21. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maine, except for choice of law provisions.

22. Attorneys' Fees. If Lessor or Lessee files a suit against the other which is in any way connected with this Agreement, the unsuccessful party shall pay to the prevailing party its reasonable attorneys' fees incurred in connection with such suit, which sum shall be deemed to have accrued on the commencement of such suit and shall be enforceable whether or not such action is prosecuted to judgment.

23. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties hereto and no other verbal or

oral agreements, promises or understandings shall be binding upon either Lessor and Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in a writing signed by Lessor and Lessee.

24. Headings. Section headings in this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms and provisions.

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

26. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. Confidentiality of Agreement Terms. Lessor agrees that all terms of this Agreement provided to Lessor shall remain confidential. No information is to be divulged by Lessor without the written consent of Lessee.

28. Recording. Lessor agrees to execute a Memorandum of this Agreement acceptable to Lessee which Lessee may record, at its own

expense and cost, in the appropriate office for the recordation of real estate conveyances for the county or other jurisdiction in which the Demised Premises are located. Lessor shall furnish an accurate legal description of the Demised Premises if needed to record the Memorandum and Lessor shall execute and deliver to Lessee any other affidavits, statements or documents needed to record the Memorandum.

29. ~~Bids for Construction of the Demised Premises.~~ Lessor shall have the right to bid on the construction of the Demised Premises. Such bid will be considered by Lessee on the same terms and conditions as any other bid. Lessor's bid will receive no preference.

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

WITNESS:

Carol S. Byer

Carol S. Byer

LESSOR:

BY: Paul Labrecque
Paul Labrecque

BY: Alice A. Labrecque
Alice A. Labrecque

ATTEST:

Richard C. Rowlenson
Richard C. Rowlenson,
Assistant Secretary

LESSEE:
Atlantic Cellular Telephone Corp.

BY: Robert L. Shaw
Name: Robert L. Shaw
Title: AVR-Technical Services

Acknowledgment

COUNTY OF: Cumberland)

STATE OF: Maine)

) ss

)

On this the 12 day of December, 1996, before me, the undersigned person, personally appeared Paul Labrecque and wife, Alice A. Labrecque, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and my Official Seal.

Carol S. Dyer

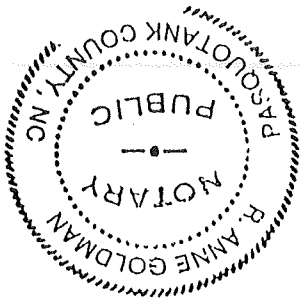
Notary Public

My Commission Expires:

CAROL S. DYER

Notary Public, Maine

My Commission Expires April 12, 2002



My Commission Expires: June 7, 1999

Notary Public

R. C. Holt

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

On this 2nd day of January, 1997, before me personally appeared Robert L. Shaw to me known as AVP - Technical Services of Atlantic Cellular Telephone Corp., and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

COUNTY OF: Guilford
STATE OF: North Carolina
)
) ss
)

Acknowledgment

[DESCRIPTION OF DEMISED PREMISES AND RIGHT OF WAY]

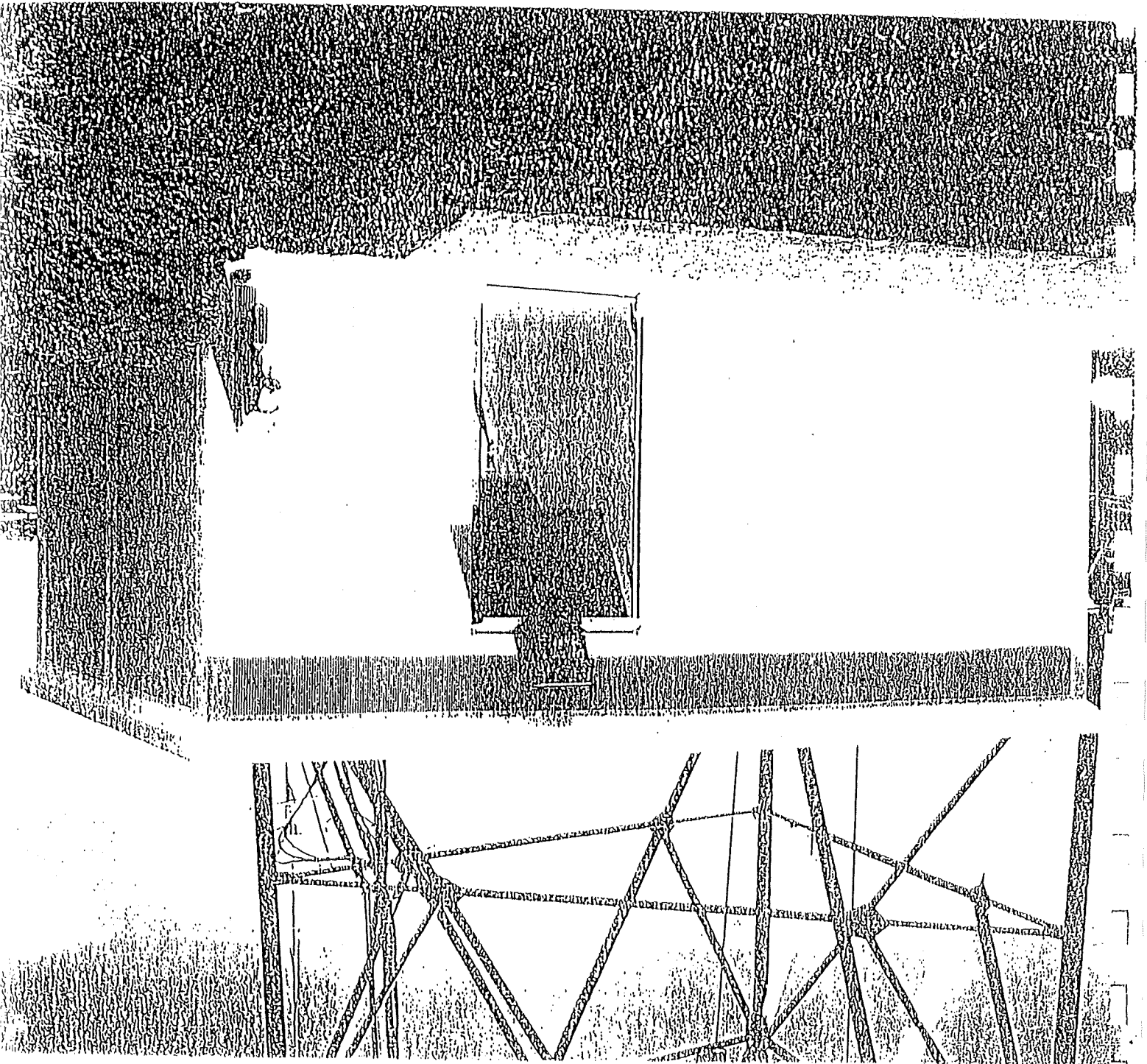
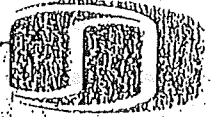
EXHIBIT A

Building, Mono Pole and Antenna Specifications

MODULAR DESIGNED PRECAST
COMMUNICATION BUILDING STATIONS

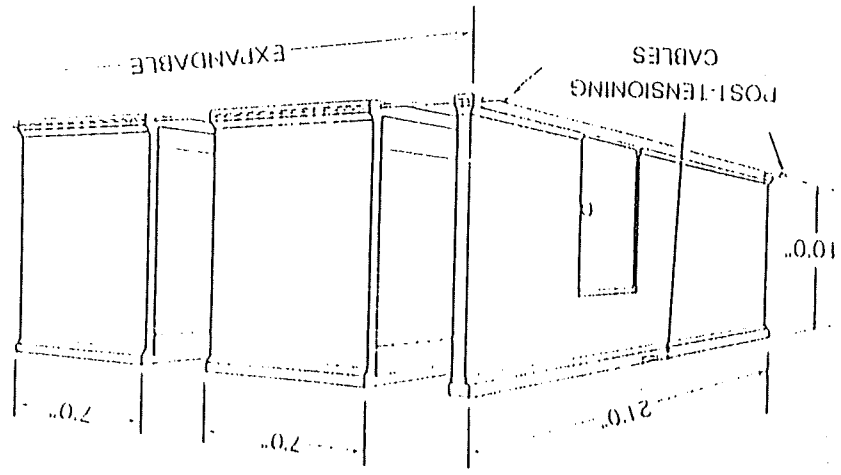
MOD COM INC.

concrete
systems,
inc.



MOD COM

Unique Monolithic Floor, Walls, Roof System



GENERAL

Concrete Systems manufactures precast concrete (turnkey) communication building stations for military and commercial applications. MOD COM™ units are engineered to suit specific customer requirements providing the ultimate in forced entry and ballistic resistance with near perfect environment control. Only the finest materials are employed in the production of MOD COM™ units.

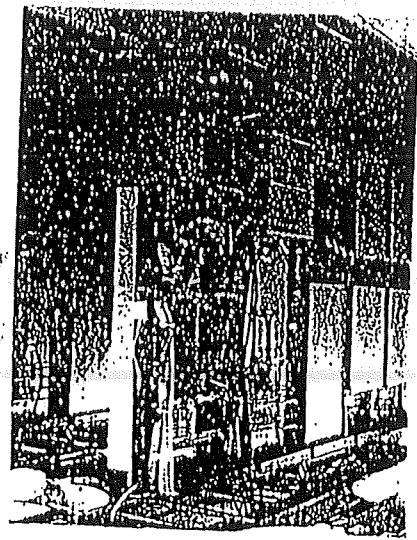
Concrete Systems conducts an extensive Quality Assurance program on each and every manufacturing procedure in order to assure total compliance to all customer requirements through to on-site delivery and operational set-up.

CONSTRUCTION

All MOD COM™ units are manufactured of monolithic precast concrete walls, roof and floor. All through fasteners, brackets, hangers and hardware are selected for durable long life use and corrosion resistance. MOD COM™ units are modular by design and can be ordered in various sizes and configurations. Units are easily transported to anywhere in the world. On-site, they require only minimal set-up time and are generally operational within one working day. Standard building units are architecturally suitable for any site location, however when desirable, they can be supplied in different exterior colors and/or textures.

FEATURES:

- Cost competitive.
- Professionally designed and engineered for reliable, maintenance free service, plus zoning and code considerations.
- Transportable.
- Operational in one day.
- Expandable.



concrete systems

Commercial Avenue, Hudson, New Hampshire 03051
 603/889-4163 • Sales 603/881-7790
 FAX: 603/889-6379
 P.O. Box 06127, Ft. Myers, Florida 33906

MODEL #	OUTSIDE DIMENSION	SQ. FT.
MC-107	8'6" x 21' x 10'	178.5
MC-214	15'6" x 21' x 10'	325.5
MC-321	22'6" x 21' x 10'	472.5
MC-428	29'6" x 21' x 10'	619.5
MC-535	36'6" x 21' x 10'	766.5
MC-642	43'6" x 21' x 10'	913.5
MC-749	49'6" x 21' x 10'	1039.5

- Architectural textures and finishes available
 - Complete site construction project management
 - Factory engineered to:
 - Seismic (Zone I)
 - 125 mph wind load (may be increased)
 - 60 psf roof live load (may be increased)
 - 100 psf floor live load (may be increased)
 - Water resistant
 - Fire resistant
 - Bullet resistant (ANSUL threat levels I-IV may be increased)
 - Attack Resistant (2 minutes DOD AARE may be increased to 30 min.)
 - Steel doors as specified
 - All units meet American National Standard (ANS) and American Concrete Institute (ACI-308-83)
 - Building normally placed on crushed stone or gravel
 - No footing required
- AVAILABLE OPTIONS:**
- Insulation • Drywall and painting
 - Paneling • Shelving, hangers, lockers, closets • Floor tile • Electrical wiring • Plumbing • Falcon systems • Louvers and Falcon shutters • Environmental controllers • I/VAC custom designed exterior doors including armor plate • Interior doors and partitions • Interior and exterior lighting • Generator installed or exterior generator plugs supplied • Interior grounding grid and/or Bus Bars • Cable entrances installed • Cast-in inserts for architectural finishes • Shielding for RFI and EMI

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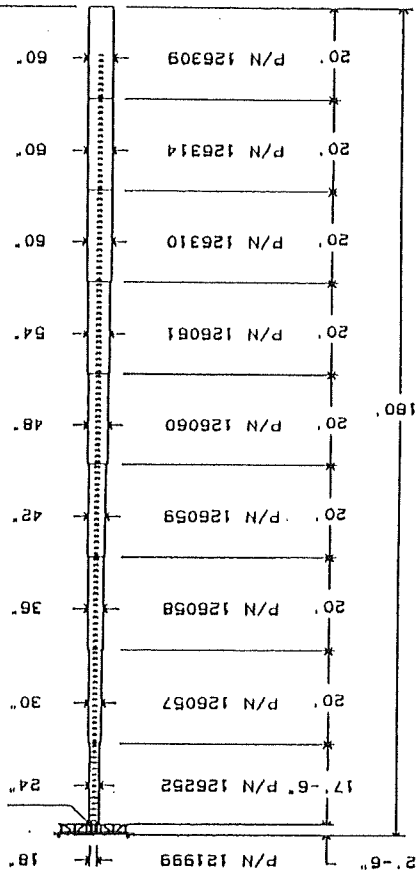
ARCHIVE 0-63996
 ENG. FILE NO. PROPOSED
 DRAWING NO. 1 OF 5

DRAWN BY: []
 APPROVED/ENG.: []
 APPROVED/FOUND: []

1545 Pico Pl.
 Plymou, IN 46363-0128
 219-936-4221

VANGUARD CELLULAR SYSTEMS
 N. PORTLAND, MAINE
 MP60 X 180 . ASSEMBLY DRAWING

PRELIMINARY
 DESIGN
 DO NOT BUILD



SEE PAGE 2 OF THIS DRAWING FOR OPENING INFORMATION.

SEE PAGE 4 OF THIS DRAWING FOR CONNECTION BOLT TIGHTENING SPECIFICATIONS.

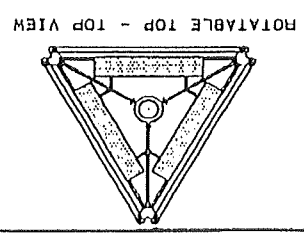


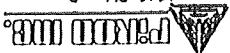
ALL CONNECTIONS ARE A-325 BOLTS FOR SIZE & QTY. SEE TABLE ABOVE

TOP 2'-6" CONSISTS OF ROTABLE TOP ASSEMBLY. SEE DWG # 122761-B FOR INSTALLATION DETAILS.

THE WEIGHTS LISTED ARE THEORETICAL. THE ACTUAL WEIGHTS WILL VARY. ALL WEIGHTS SHOULD BE CONFIRMED IN THE FIELD PRIOR TO ERECTION.

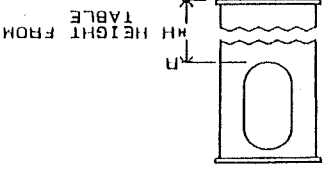
SECTION	PART #	SIZE	WALL	WT. #	DIAM	LENGTH #	DIAM	LENGTH #	PILDT BOLT	CONNECT BOLT	PILOT BOLT
2'-6"	121999	18"	N/A	2203#	1"	4-1/2"	8"	1"	1"	1"	5"
17'-6"	126252	24"	.375	1949#	1"	4-1/2"	17"	1"	1"	1"	5"
20"	126057	30"	.375	2747#	1"	4-1/2"	21"	1"	1"	1"	5"
20"	126058	36"	.375	3290#	1"	5"	25"	1"	1"	1"	5"
20"	126059	42"	.375	3833#	1"	5"	29"	1"	1"	1"	5"
20"	126060	48"	.375	4376#	1"	5"	33"	1"	1"	1"	5"
20"	126061	54"	.375	4918#	1"	5"	43"	1"	1"	1"	5"
20"	126310	60"	.375	5701#	1-1/4"	4-1/2"	64"	1"	1"	1"	5"
20"	126314	60"	.375	5705#	1-1/4"	4-1/2"	64"	1"	1"	1"	5"
20"	126309	60"	.500	7729#	1-1/4"	4-1/2"	64"	1"	1"	1"	5"



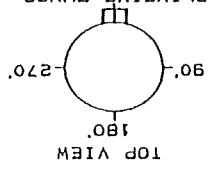
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ENG. FILE NO. PROPOSED		DRAWN BY	DRAWING NO.
APPROVED/FOUND		DATE	
APPROVED/ENG.			
 <p>1545 Pidge Dr. Plymouth, IN 46563-0128 219-936-4221</p>			
<p>VANGUARD CELLULAR SYSTEMS N. PORTLAND, MAINE MP60 X 180' OPENINGS</p>			

PRELIMINARY
DESIGN
DO NOT BUILD

* THE HEIGHT IN THE TABLE IS THE DISTANCE FROM THE BASE OF THE BOTTOM SECTION OF THE MONO POLE TO THE OPENING REFERENCE POINT "R" AS SPECIFIED ON PAGE 3 FOR THAT OPENING TYPE.



THE ANGLE TO THE OPENING IS MEASURED CLOCKWISE FROM THE CENTER-LINE OF THE CLIMBING RUNGS WHEN LOOKING DOWN



HEIGHT	DESCRIPTION	ASSEMBLY ANGLE	DRAWING#
176'-5"	SAFETY CLIMB BRACKET	0°	
157'	4" X 6" PORTHOLE EXITING UP	45°	
157'	4" X 6" PORTHOLE EXITING UP	135°	
157'	4" X 6" PORTHOLE EXITING UP	225°	
157'	4" X 6" PORTHOLE EXITING UP	315°	
9'-8"	TRANS. LINE BRIDGE ATTACH BRACKET	270°	
7'-4"	10" X 25" OVAL PORTHOLE	270°	
6'-9"	GROUNDING PLATE	270°	
1'-6"	10" X 25" OVAL PORTHOLE	180°	
1'-3"	SAFETY CLIMB BRACKET	0°	

OPENINGS & BRACKETS WELDED TO POLE

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ENG. FILE NO. 0-63996
PROPOSED

PAGE 3 OF 6
DRAWING NO.

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DESIGNED BY	
CHECKED	

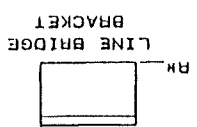
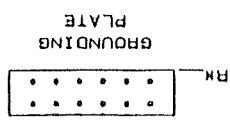
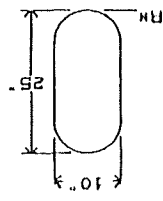
1645 Pico Dr.
Plymouth, IN 46563-0120
219-936-4221

VANGUARD CELLULAR SYSTEMS
N. PORTLAND, MAINE
MP60 X 180' OPENINGS

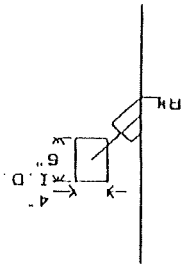
PRELIMINARY
DESIGN
DO NOT BUILD


SAFETY CLIMB BRACKET

TYPE 2
OPENING



TYPE 9
OPENING



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ENG. FILE NO. PROPOSED DRAWING NO.		DRAWN BY GNF	1545 Pidge Dr. Plymouth, IN 46683-0128 218-936-4221
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VANQUARD CELLULAR SYSTEMS N. PORTLAND, MAINE MP60 X 180. NOTES			

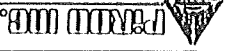
PRELIMINARY
 DESIGN
 DO NOT BUILD

1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 80 MPH BASIC WIND SPEED WITH NO ICE. WITH LOAD DUE TO WIND REDUCED BY 25X WHEN CONSIDERED SIMULTANEOUSLY WITH ICE.
2. MATERIAL: (A) SOLID RODS CONFORM TO ASTM A-572 GRADE 50 REQUIREMENTS. (B) ANGLES CONFORM TO ASTM A-36 REQUIREMENTS. (C) PIPE CONFORMS TO ASTM A-53 TYPE E, GRADE B REQUIREMENTS. (MIN YIELD STRENGTH-42 KSI) (D) ALL STEEL PLATES CONFORM TO ASTM A-36 REQUIREMENTS.
3. BASE REACTIONS PER EIA/TIA-222-E FOR 80 MPH BASIC WIND SPEED WITH NO ICE.
 TOTAL WEIGHT- 48.7 KIPS.
 MOMENT- 2930.3 KIP-FT.
 MAXIMUM SHEAR- 23.6 KIPS TOTAL.
4. BASE REACTIONS PER EIA/TIA-222-E FOR 80 MPH BASIC WIND SPEED WITH .50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25X WHEN CONSIDERED SIMULTANEOUSLY WITH ICE:
 TOTAL WEIGHT- 51.8 KIPS.
 MOMENT- 2237.2 KIP-FT.
 MAXIMUM SHEAR- 18.0 KIPS TOTAL.
5. FINISH: HOT DIPPED GALVANIZED AFTER FABRICATION.
6. ANTENNAS: TOP - TWELVE ALP9212 ANTENNAS WITH 7/8" LINES
 160' - ONE 8' UHX DISH WITH EWS2 WAVEGUIDE
 TOP - SIX P010017 ANTENNAS WITH 7/8" LINES (FUTURE)
 160' - ONE 8' UHX DISH WITH EWS2 WAVEGUIDE (FUTURE)
7. INSTALL BASE SECTION WITH MINIMUM OF 2" CLEARANCE ABOVE CONCRETE.
8. MIN. WELDS 5/16" UNLESS OTHERWISE SPECIFIED. ALL WELDING TO CONFORM TO AWS SPECIFICATIONS. ALL BOLTS MUST BE IN PLACE WITH JAM NUTS PRIOR TO ERECTION OF THE STRUCTURE. ALL BOLTS AND NUTS MUST BE IN PLACE AND TIGHTENED BEFORE THE ADJOINING SECTION(S) ARE PLACED.
10. ALL A-325 BOLTS SHALL BE PRE-TENSIONED PER AISC SPECIFICATIONS. REFER TO DRAWING # 123107-B ('BOLT PRE-TENSIONING GUIDELINES').
11. EIA GROUNDING FOR TOWER.
12. OUTSIDE CLIMB RUNGS.
13. TWIST AND SWAY WITHIN THE ALLOWABLES FOR 6 GHZ AT 50 MPH (NO ICE).

GENERAL NOTES

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APPROVED/FOUND.	
DRAWN BY	CHF

1345 Pidgeon Dr.
Plymouth, IN 46563-0128
219-930-4221




VANGUARD CELLULAR SYSTEMS
N. PORTLAND, MAINE
MP60 X 180. NOTES

PRELIMINARY
DESIGN
DO NOT BUILD

TO BE DETERMINED @
A LATER DATE AND PRIOR
TO ASKING FOR BUILDING
PERMIT.

FOUNDATION NOTES

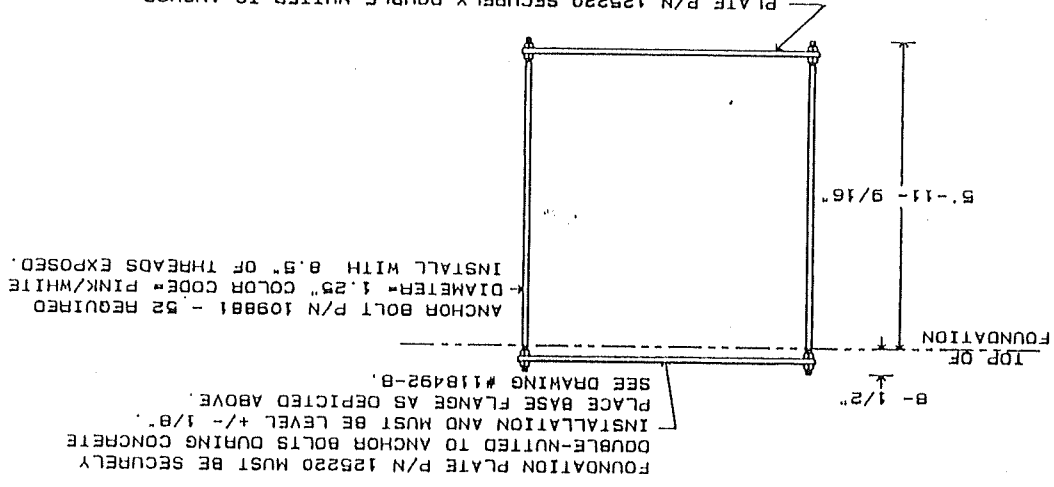
1. FOUNDATION DESIGN BY OTHERS.

From: 03908.DFT - 01/08/87 13:45 Printed: 01/08/87 13:29		ARCHIVE 0-63996	PAGE 6 OF 6
ENG. FILE NO. PROPOSED 219-936-4221 Plymouth, IN 46503-0128 1545 Pidge Dr. 		DRAWN BY CRF	DRAWING NO.
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VANGUARD CELLULAR SYSTEMS N. PORTLAND, MAINE MP60 X 180 ANCHOR STEEL			

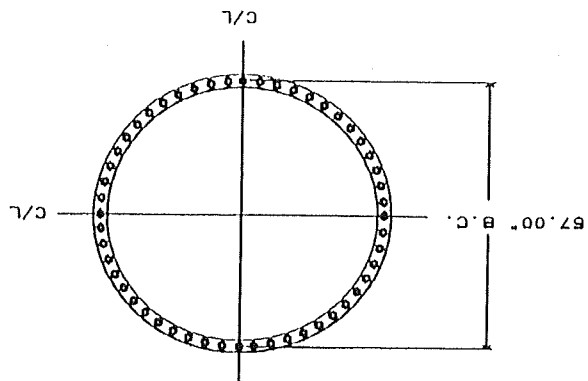
PRELIMINARY
 DESIGN
 DO NOT BUILD

TOWER ANCHOR STEEL PLACEMENT

PLATE P/N 125220 SECURELY DOUBLE-NUTTED TO ANCHOR BOLTS USED AS EMBEDMENT PLATE IN CONCRETE.



GROUING OF MONOPOLE BASE IS OPTIONAL.
 IF GROUT IS USED, DRAINAGE MUST BE PROVIDED FROM THE INTERIOR OF POLE.



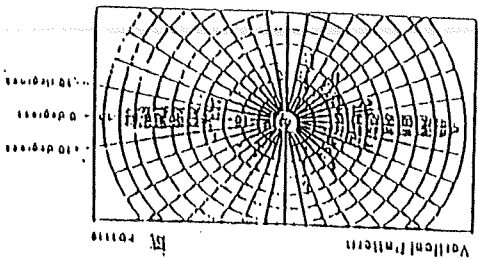
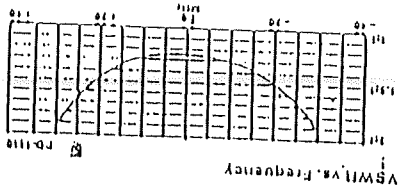
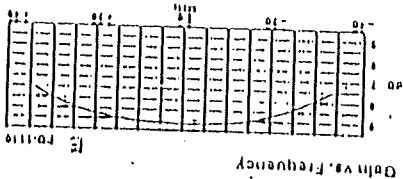
BASE FLANGE MUST BE CENTERED IN PIER WITHIN +/- 10% OF PIER DIAMETER.

Omnidirectional Collinear Antenna

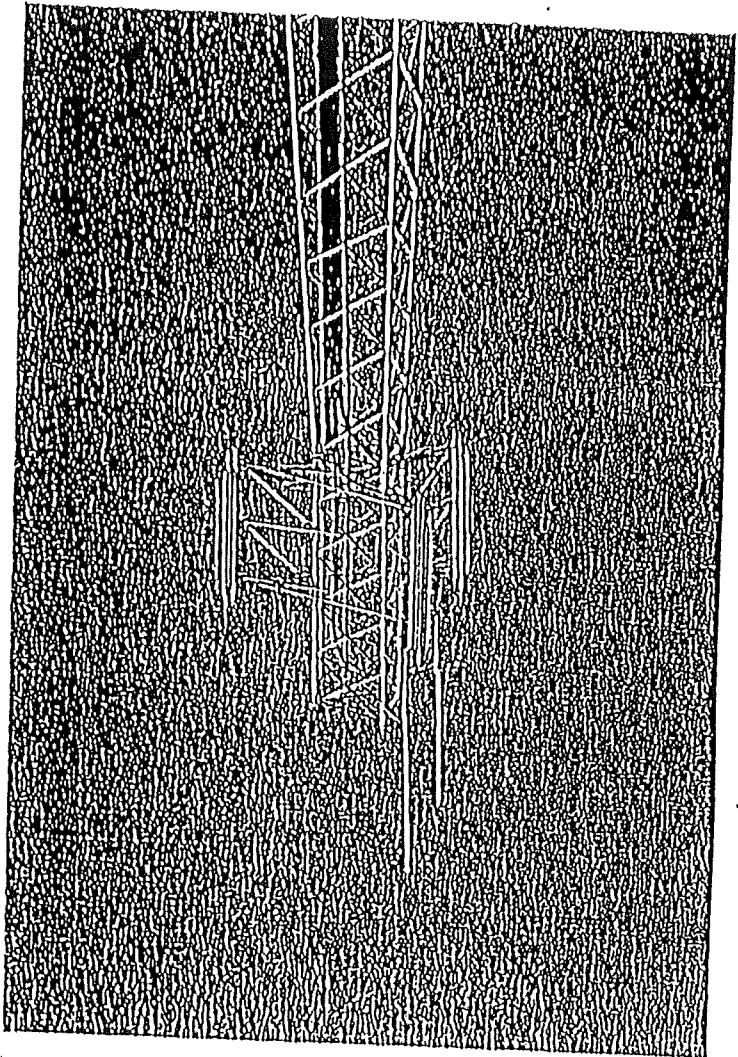
9.0 db Gain, PD110

006-900 Milz

Frequency Range - kHz	000 - 500
Maximum Power Input - watts	500
Impedance - for 1.5:1 VSWR - Ohms	500
Vertical Beamwidth (1:1 Power Point)	0
Shielding Protection	None
Flexible Extension - 10 in. (254 mm)	110 - 303V
Impedance Direct - 303V (100 Ohm) External	110 - 303V
Notes: An VSWR data referred to 50 Ohms	
Electrical Specifications	
Feeding Element Material	Copper Alloy
Feeding Element Length - in. (mm)	110 (2794)
Element Feeding Method	Series Feeding
Element Feeding Length - in. (mm)	110 (2794)
Support Pipe Diameter - in. (mm)	1.5 (38.1)
Element Vibration: Allowable	None
Lateral Thrust of Feed Wire - lbs.	50 (22.7)
Element Weight - lbs. (kg)	20 (9.1)
Shipping Weight - lbs. (kg)	20 (9.1)
Shipping Volume - ft ³ (m ³)	0.118 (3.3)



PD110



Most common antenna configuration on Cellular One tower.

Plans
