

357-C-5

1340 Riverside St.

Cellular Telephone

Atlantic Cellular



**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM**

970122
I. D. Number

Address:

Applicant Atlantic Cellular Telephone Corp

Applicant's Mailing Address 2002 Piegah Church rd
Greensboro, NC

Consultant/Agent Sebago Tech Charlie Brown

Applicant or Agent Daytime Telephone, Fax 856-0277

22 January 1997

Application Date
Cellular Telephone

Project Name/Description

1340 Riverside St
Address of Proposed Site

357-C-005
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):
 New Building Building Addition Change of Use Residential
 Office Retail Manufacturing Warehouse/Distribution Other (specify) Monopole Tower

Proposed Building Square Feet or # of Units 86,582 Sq Ft Acreage of Site Zoning

Check Review Required:

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review |
| <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Shoreland | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status:

Reviewer Kandi Talbot

- Approved Approved w/Conditions listed below Denied

1. _____
2. _____
3. _____
4. _____

Approval Date 3/19/97 Approval Expiration 3/19/98 Extension to _____ date Additional Sheets Attached

Condition Compliance _____ signature _____ date _____

Performance Guarantee Required* Not Required

* No building permit may be issued until a performance guarantee has been submitted as indicated below

Performance Guarantee Accepted _____ date _____ amount _____ expiration date _____

Inspection Fee Paid _____ date _____ amount _____

Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____

Performance Guarantee Released _____ date _____ signature _____

Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date _____

Defect Guarantee Released _____ date _____ signature _____



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| <input type="checkbox"/> Zoning Conditional Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Single-Family Minor | <input type="checkbox"/> Other _____ |

Fees paid: site plan 300.00 subdivision _____

Approval Status: _____ Reviewer STEVE BUSHEY - DRC

- Approved Approved w/Conditions listed below Denied
- per revised plans submitted on March 6, 1997
 - _____
 - _____
 - _____

Approval Date 3/14/97 Approval Expiration _____ date Extension to _____ date Additional Sheets Attached

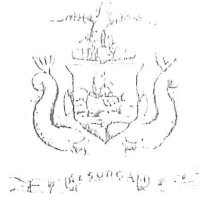
Condition Compliance _____ signature _____ date

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| | | | |
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| <input type="checkbox"/> Performance Guarantee Accepted | _____ date | _____ amount | _____ expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ date | _____ amount | |
| Performance Guarantee Reduced | _____ date | _____ remaining balance | _____ signature |
| Performance Guarantee Released | _____ date | _____ signature | |
| Defect Guarantee Submitted | _____ submitted date | _____ amount | _____ expiration date |
| Defect Guarantee Released | _____ date | _____ signature | |

Address: 1340 RIVERSIDE ST



CITY OF PORTLAND

April 17, 1997

Mark Lagross
Sebago Technics
12 Westbrook Commons
P.O. Box 1339
Westbrook, ME 04098

Re: 1340 Riverside Street

Dear Mr. Lagross:

On April 17, 1997, the Portland Planning Authority granted approval for revisions to the plan for the site at 1340 Riverside Street. Approved revisions include two concrete pads for a generator and a 500 gallon propane tank.

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

If there are any questions, please contact Kandice Talbot, the planner who worked on your project.

Sincerely,

Joseph E. Gray, Jr.
Director of Planning and Urban Development

cc: Alexander Jaegerman, Chief Planner
Kandice Talbot, Planner
P. Samuel Hoffses, Chief of Building Inspections
Marge Schmuckal, Zoning Administrator
Kathi Staples PE, City Engineer
Development Review Coordinator
Tom Errico, Traffic Engineer
Jeff Tarling, City Arborist
Natalie Burns, Associate Corporation Counsel
Lt. Gaylen McDougall, Fire Prevention
Mary Gresik, Building Permit Secretary
Kathleen Brown, Director of Economic Development
Approval Letter File

O:\PLANDEVRE\PROJECTS\1340RIVE\4-17PPA.SAP

TO: Kandice Talbot, Planner
FROM: Steve Bushey, Development Review Coordinator
DATE: January 30, 1997
SUBJECT: North Portland Cellular Telephone Switch Facility

I have reviewed the submission package prepared by Sebago Technics on behalf of Atlantic Cellular Telephone Corp. and provide the following comments:

- The proposed switching building requires an underground electric service from CMP Pole 138.2 which is located off site. The applicant should identify their rights to install the underground service from this pole since a short portion will be on the land now or formerly of Robert Davison.
- The grading plan should show additional silt fence and haybales along the proposed swale in the north corner of the site.

SEBAGO TECHNICS, INC.

12 Westbrook Common
P.O. Box 1339
WESTBROOK, ME 04098-1339

LETTER OF TRANSMITTAL

Phone (207) 856-0277 FAX (207) 856-2206

TO PLANNING DEPARTMENT
CITY OF PORTLAND

| | | | |
|-----------|--|---------|-------|
| DATE | 4/15/97 | JOB NO. | 96369 |
| ATTENTION | KANDI TALBOT | | |
| RE: | NORTH PORTLAND CELLULAR TELEPHONE SWITCHING FACILITY PORTLAND, ME | | |

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

Copy of letter Change order _____

| COPIES | DATE | NO. | DESCRIPTION |
|--------|------|-----|---------------------------------|
| 7 | 4/97 | | SITE PLAN GH 11" X 17" @ 1"=10' |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

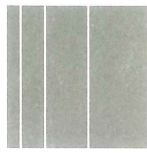
THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review and comment _____
- FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS HAND DELIVERED

COPY TO _____

SIGNED: Mark A. [Signature]



Sebago Technics
Engineering & Planning for the Future

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.

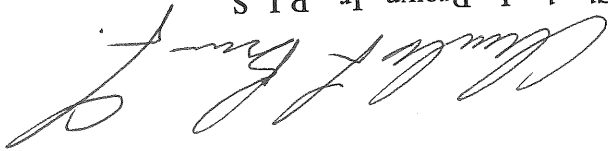


Mark S. Lagross
Project Engineer

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

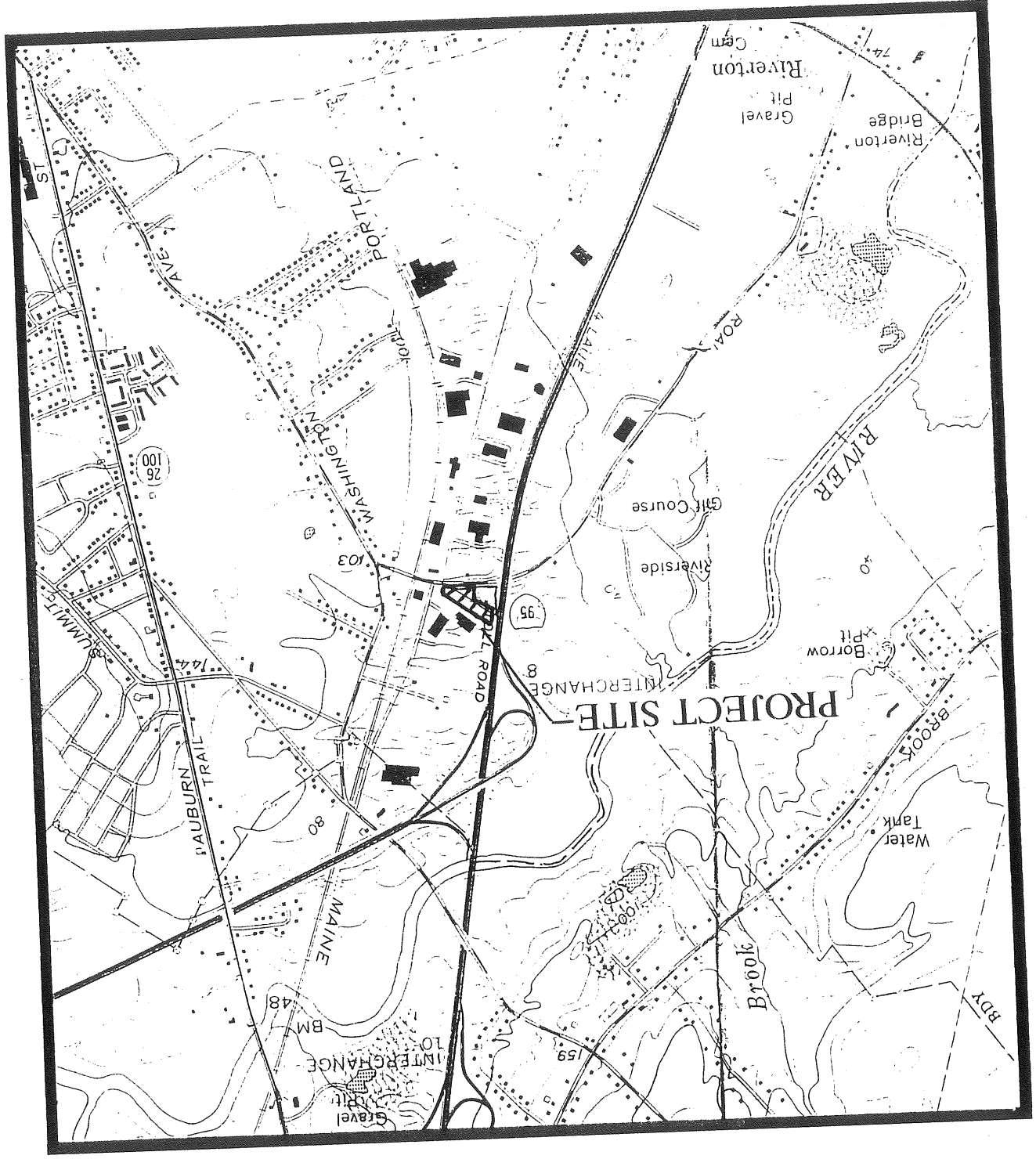


FIGURE 1

Deed and Land Lease Agreement

BR8170FG215

(11)5630

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, MICHAEL SCARKE, of Saco, County of York and State of Maine, for consideration paid by C. PAUL LABRECQUE and ALICE V. LABRECQUE of Falmouth, County of Cumberland and State of Maine, whose mailing address is 55 Brook Road, West Falmouth, Maine, 04105, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said C. PAUL LABRECQUE and ALICE V. 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 bargain and promise, with all the privileges and appurtenances thereof, to the said C. PAUL LABRECQUE and ALICE V. 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 of all encumbrances and that I have good right to sell and convey the same to the said grantees to hold as devised 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 Scarke, have hereunto set my hand and seal this 5th day of the month of February, 1988.

Signed, sealed and delivered
in presence of

Michael Scarke
Michael Scarke

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

Then personally appeared the above named Michael Scarke and acknowledged the foregoing instrument to be his free not and deed.

Before me,

Martin J. Foley
Martin J. Foley
Notary Public/Attorney at Law

RESUME

A certain lot or parcel of land situated on the northerly side of Riverside 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 northerly side line of said Riverside 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 Riverside street a distance of three hundred sixty-nine and 56/100 (369.56) feet to a point.
- 2) N 33°55'45"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 (109.90) 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 Charles Cobb.

5) N 42°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 48°44'08"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

Page 217 of 217

Deeds in Book 3400, Page 116, and to Central Maine Power Company of
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
Gardner B. Gavin, Personal Representative, to Michael Beards and
recorded in the Cumberland County registry of Deeds in Book 1806,
Page 217.

DKB170FG0217

RECEIVED
ATTORNEY GENERAL'S OFFICE
1980 FEB -5 PM 3:41
CUMBERLAND COUNTY
JAMES BEARDS

N. Per Hand

received
11/15/97
SEBAGO TECHNICS

LAND LEASE AGREEMENT

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").

W I T N E S S E T H :

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

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 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

(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)

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

of such renewal term.

paragraph (c) below and shall remain the same throughout each year equal to the rent paid for the previous term adjusted pursuant to

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

20 of any nonpayment.

must notify Lessee in writing in the manner prescribed in Section

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

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

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

any rental payment date. Such monthly installments shall be deemed

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

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

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

beginning on March 1, 1997. Monthly rental

paid in equal monthly installments of

the amount of to be

(a) The Annual Rent for the Original Term shall be in

3. Rent.

expiration of the Original Term or any renewal term.

written notice to Lessor at least sixty (60) days before the

years each unless Lessee terminates this Agreement by providing

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.

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

(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

7. Necessity of Permits; Right to Terminate.

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

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

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

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,

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

(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.

If any rental payments have been made before the effective date of termination, they shall be retained by Lessor.

from the Demised Premises. The Demised Premises shall be returned in a condition that reasonably matches its original condition (except for any tree, shrub or other vegetation that was removed), reasonable wear and tear excepted. Lessee shall compensate Lessor, on a pro rata basis, for each day said personal property and fixtures remain on the Demised Premises after termination of this Agreement, at the monthly rent in effect at the time of termination until such time as removal of the improvements is completed.

9. ~~Maintenance of Demised Premises.~~ Lessee shall maintain the Demised Premises in reasonable condition, free and clear of any debris and waste products. Lessee shall be responsible for the removal of any and all trash and debris.

10. ~~Environmental Warranty.~~ Being familiar with the Demised Premises, including all soil, air, surface and ground water and after physical inspection thereof, including review of the relevant records of the Demised Premises and the Right-Of-Way including ownership, tax records and any other records pertaining to environmental matters, Lessor warrants that the Demised Premises and the Right-Of-Way contain none of the following: (1) Hazardous Substances, Pollutants or Contaminants as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), or other similar state or federal environmental

12. Insurance. As long as their respective 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 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.

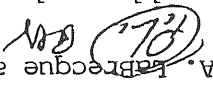
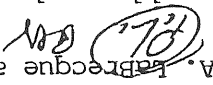
Lessee may suffer or incur as a result of a breach of the foregoing including reasonable attorney's fees, or other expenses which liabilities, judgments, damages, penalties, expenditures, costs, defend and save Lessee harmless from any and all losses, claims, legislation; or (2) underground storage tanks.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

13. Default by Lessee. If Lessee defaults in the payment of the rent herein agreed to be paid and such default is not cured within fifteen (15) days after receipt by Lessee of written notice of such default, Lessor may terminate this Agreement upon written notice to Lessee. If default is made in the performance of any other covenant or agreement of Lessee herein contained and such default is not cured within thirty (30) days after receipt by Lessee of written notice of such default, Lessor may terminate this Agreement upon written notice to Lessee.

\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
\$1,000,000.00 products/completed operations

in the amount of:

(b) Comprehensive General Public Liability Insurance

(a) Workman's Compensation Insurance for all employees who work on and visit the Demised Premises.
Lessor as an additional insured: * C. Paul Jr. & Alice A. Labrecque and Labrecque Construction, Inc. named as additionally insured. 
all times during the term of this Agreement maintain and pay for the following types of insurance, and provide proof of such coverage when so requested by Lessor, and, where appropriate, name benefit of the respective parties. Lessee agrees that it will at all times during the term of this Agreement maintain and pay for coverage or other property insurance policies existing for the benefit of the respective parties. Lessee agrees that it will at all times during the term of this Agreement maintain and pay for the following types of insurance, and provide proof of such coverage when so requested by Lessor, and, where appropriate, name Lessor as an additional insured: * C. Paul Jr. & Alice A. Labrecque and Labrecque Construction, Inc. named as additionally insured. 

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.

16. Right of First Refusal. In consideration of the receipt

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

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

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

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:

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

prosecuted to judgment.

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

provisions.

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

to the other party.

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

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

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

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

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

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

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

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

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

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.

LESSOR:

WITNESS:

By: Paul Labrecque
Paul Labrecque

Carol S. Byer

By: Alice A. Labrecque
Alice A. Labrecque

Carol S. Byer

LESSEE:
Atlantic Cellular Telephone Corp.

ATTEST:

By: Robert L. Shaw
Name: Robert L. Shaw
Title: AVP-Technical Services

Richard C. Rowlenson
Richard C. Rowlenson,
Assistant Secretary

Acknowledgment

COUNTY OF: Cumberland
STATE OF: Maine

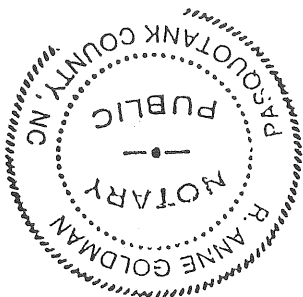
)
) ss
)

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]

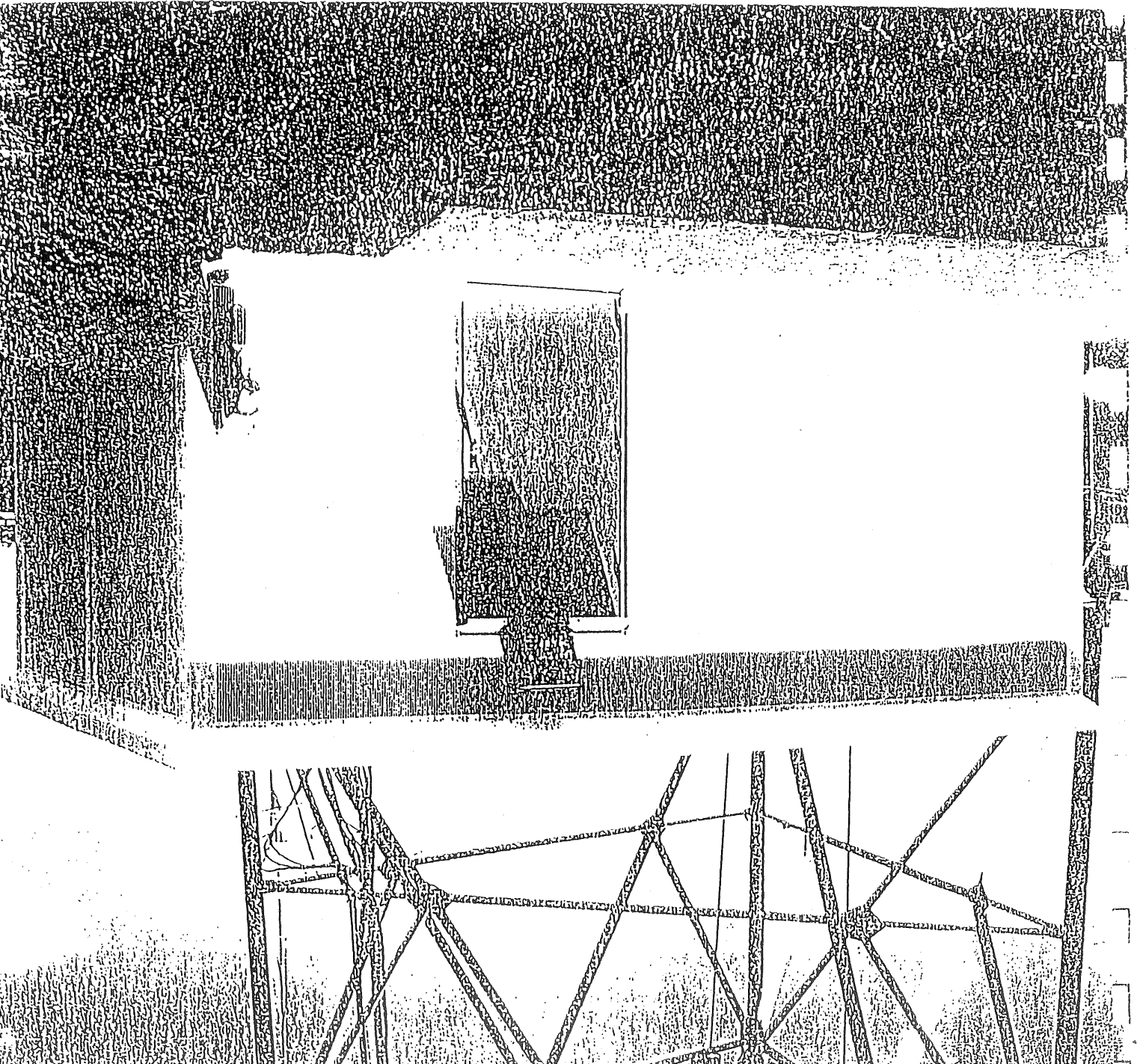
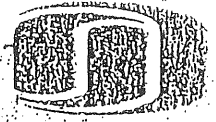
EXHIBIT A

Building, Mono Pole and Antenna Specifications

MODULAR DESIGNED PRECAST
COMMUNICATION BUILDING STATIONS

MOD COM

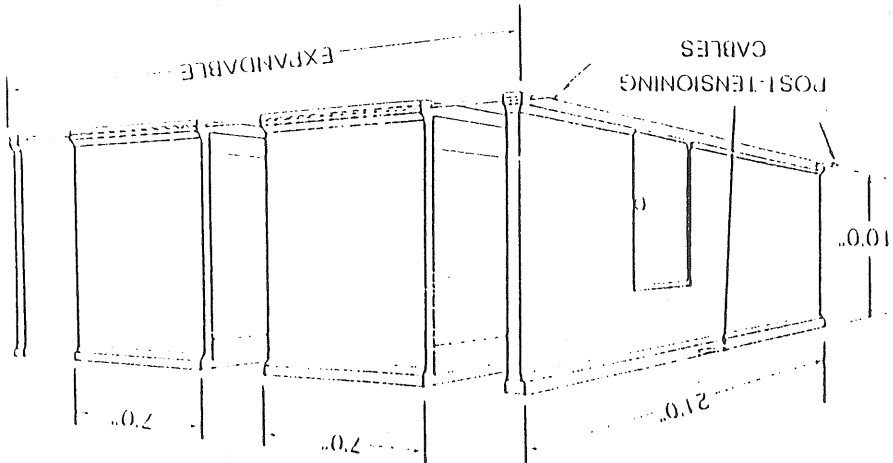
concrete,
systems,
inc.



MOD COM

MODULAR DESIGNED - PRECAST - CONCRETE BUILDINGS

Unique Monolithic Floor, Walls, Roof System



GENERAL

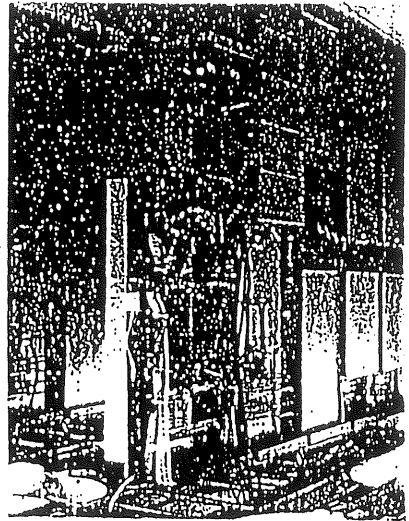
Concrete Systems manufactures precast concrete (turnkey) communication building stations for military and commercial applications. Made of 5000 psi reinforced concrete, MOD COM™ units are engineered to suit specific customer requirements providing the ultimate in forced entry and ballistic resistance 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.



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 1)
 - 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 (ANSI/UL threat levels I/II may be increased)
 - Attack Resistant (2 minutes DOD A&E may be increased to 30 min.)
 - Steel doors as specified
 - All units meet American National Standard (ANS) and American Concrete Institute (ACI-318-83) building requirements
 - No footing required
 - Building normally placed on crushed stone or gravel
- AVAILABLE OPTIONS:**
- Insulation - Drywall and painting
 - Paneling - Shelving, hangers, lockers, closets - Floor tile - Electrical wiring - Plumbing - Tiltion systems - Louvers and Tiltion shutters - Environmental controllers - HVAC custom designed systems
 - Specialized 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 trays installed - Cast-in inserts for ladders installed - Special equipment mounting - Special architectural finishes - Shielding for RFI and EMI

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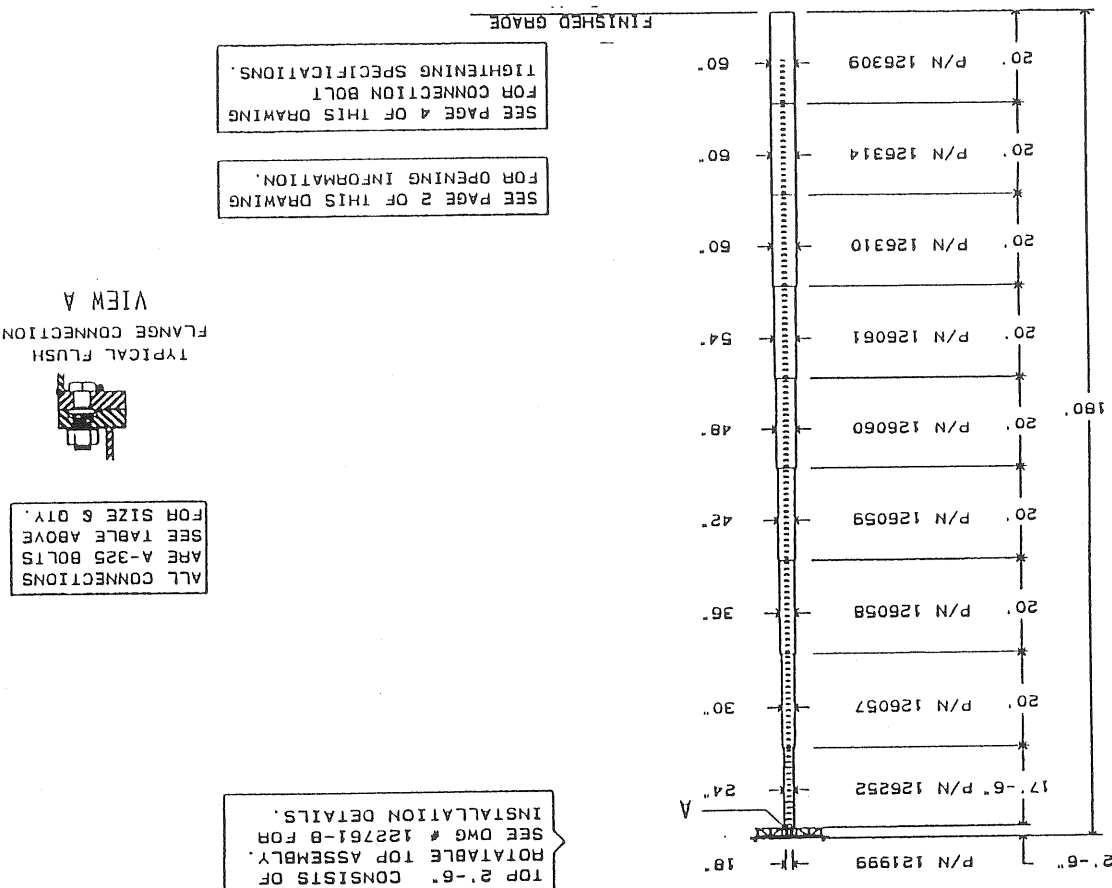
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1545 Picco Dr.
Plymouth, IN 46583-0120
219-938-4221

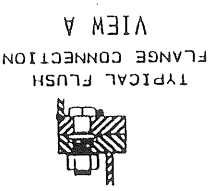
VANGUARD CELLULAR SYSTEMS
N. PORTLAND, MAINE
MP60 X 180. ASSEMBLY DRAWING

PRELIMINARY
DESIGN
DO NOT BUILD



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

SEE PAGE 2 OF THIS DRAWING
FOR OPENING INFORMATION.



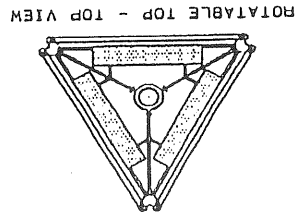
ALL CONNECTIONS
ARE A-325 BOLTS
SEE TABLE ABOVE
FOR SIZE & QTY.

TOP 2'-6" CONSISTS OF
ROTATABLE 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 | LENGTH | PART# | SIZE | WALL | WT. | DIAM | LENGTH | DIAM | LENGTH | CONNECT BOLT | PILOT BOLT |
|---------|--------|--------|------|------|-------|--------|--------|------|--------|--------------|------------|
| 2'-6" | 18" | 121999 | 18" | N/A | 2203# | 1" | 4-1/2" | 8 | | | |
| 17'-6" | 24" | 126252 | 24" | .375 | 1949# | 1" | 4-1/2" | 17 | 1" | 5" | 3 |
| 20" | 30" | 126057 | 30" | .375 | 2747# | 1" | 4-1/2" | 21 | 1" | 5" | 3 |
| 20" | 36" | 126058 | 36" | .375 | 3290# | 1" | 5" | 25 | 1" | 6" | 3 |
| 20" | 42" | 126059 | 42" | .375 | 3833# | 1" | 5" | 29 | 1" | 6" | 3 |
| 20" | 48" | 126060 | 48" | .375 | 4376# | 1" | 5" | 33 | 1" | 6" | 3 |
| 20" | 54" | 126061 | 54" | .375 | 4918# | 1" | 5" | 45 | 1" | 6" | 3 |
| 20" | 60" | 126310 | 60" | .375 | 5701# | 1-1/4" | 4-1/2" | 64 | | | |
| 20" | 60" | 126314 | 60" | .375 | 5705# | 1-1/4" | 4-1/2" | 64 | | | |
| 20" | 60" | 126309 | 60" | .500 | 7779# | | | | | | |

ALL BOLTS ARE FOR
BOTTOM OF SECTION)



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2 OF 6
 DRAWING NO. 0-63996
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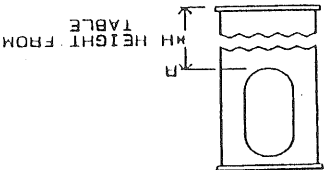
1545 Pldco Dr.
 Plymouth, IN 45963-0128
 219-936-4221

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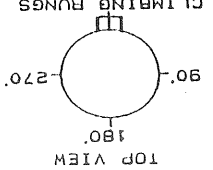
VANGUARD CELLULAR SYSTEMS
 N. PORTLAND, MAINE
 MP60 X 180 OPENINGS

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.



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

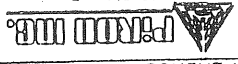


| HEIGHT | DESCRIPTION | ASSEMBLY ANGL |
|---------|-----------------------------------|---------------|
| 176'-5" | SAFETY CLIMB BRACKET | 0° |
| 157' | 4" X 6" PORTHOLE EXITING UP | 45° |
| 157' | 4" X 6" PORTHOLE EXITING UP | 45° |
| 157' | 4" X 6" PORTHOLE EXITING UP | 45° |
| 157' | 4" X 6" PORTHOLE EXITING UP | 45° |
| 157' | 4" X 6" PORTHOLE EXITING UP | 45° |
| 157' | 4" X 6" PORTHOLE EXITING UP | 45° |
| 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

| | |
|-----------------|-----|
| APPROVED/ENG. | |
| APPROVED/FOUND. | |
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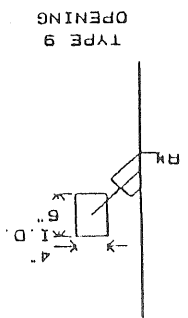
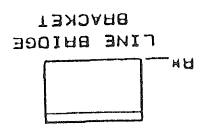
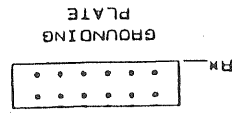
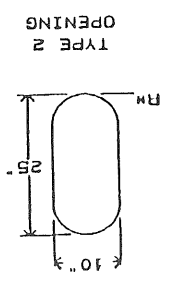
1545 Pidge Dr.
Plymouth, IN 46563-0128
219-936-4221



VANGUARD CELLULAR SYSTEMS
N. PORTLAND, MAINE
MP60 X 480' OPENINGS

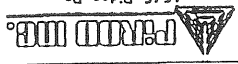
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DESIGN
DO NOT BUILD

SAFETY CLIMB BRACKET



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| APPROVED/ENG. | |

DRAWING NO. 219-936-4221
 1545 Pldco Dr.
 Plymouth, IN 45863-0128



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

PRELIMINARY
 DESIGN
 DO NOT BUILD

- GENERAL NOTES
1. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 80 MPH BASIC WIND SPEED WITH NO ICE. TOWER DESIGN CONFORMS TO STANDARD EIA/TIA-222-E FOR 80 MPH BASIC WIND SPEED WITH .50" RADIAL ICE WITH LOAD DUE TO WIND REDUCED BY 25% 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- 45.7 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 25% 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 ALP212 ANTENNAS WITH 7/8" LINES
 160' - ONE 8' UHX DISH WITH EMS2 WAVEGUIDE
 TOP - SIX PD10017 ANTENNAS WITH 7/8" LINES (FUTURE)
 160' - ONE 8' UHX DISH WITH EMS2 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.
 9. 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).

| | | | |
|--|--|----------------------------------|----------------------------------|
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| ENG. FILE NO. PROPOSED DRAWING NO. | | DRAWN BY CRF | APPROVED/ENG. APPROVED/FOUND. |
| 1345 Pidgeon Dr. Plymouth, IN 46565-0128 219-936-4221 | | APPROVED/ENG. APPROVED/FOUND. | APPROVED/ENG. APPROVED/FOUND. |
| VANUARD 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.

| | | | | | |
|---|--|--------------------------|----------|---|--------|
| Form: 63986.DFT - 01/08/97 13:45 Printed: 01/08/97 13:29 | | ARCHIVE | 0-639996 | PAGE | 5 OF 5 |
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| VANGUARD CELLULAR SYSTEMS N. PORTLAND, MAINE | | MP60 X 180' ANCHOR STEEL | | | |

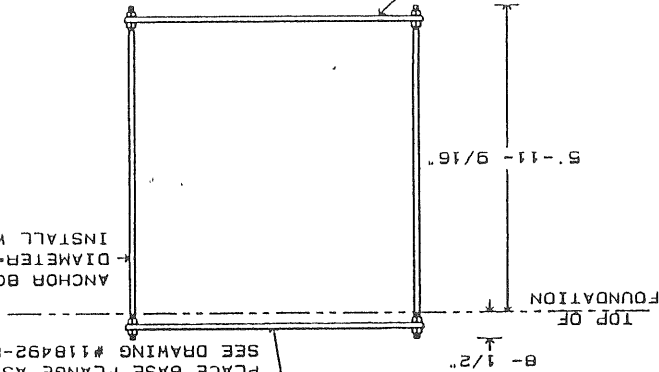
PRELIMINARY
 DESIGN
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TOWER ANCHOR STEEL PLACEMENT

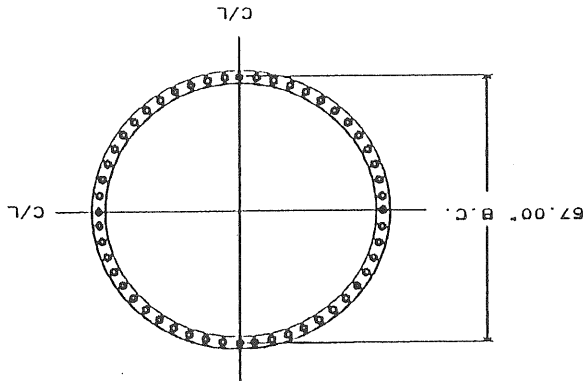
PLATE P/N 125220 SECURELY DOUBLE-NUTTED TO ANCHOR BOLTS USED AS EMBEDMENT PLATE IN CONCRETE.

ANCHOR BOLT P/N 109881 - 52 REQUIRED
 + DIAMETER = 1.25" COLOR CODE = PINK/WHITE
 INSTALL WITH 0.5" OF THREADS EXPOSED.

FOUNDATION PLATE P/N 125220 MUST BE SECURELY
 DOUBLE-NUTTED TO ANCHOR BOLTS DURING CONCRETE
 INSTALLATION AND MUST BE LEVEL +/- 1/8".
 PLACE BASE FLANGE AS DEPICTED ABOVE.
 SEE DRAWING #118492-B.



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



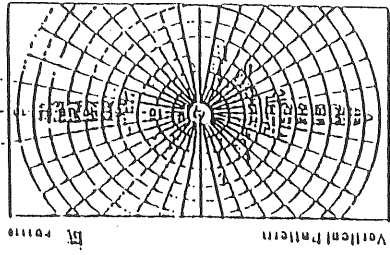
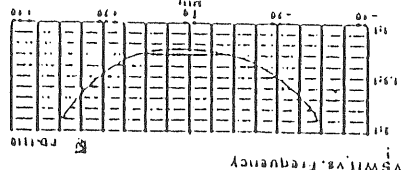
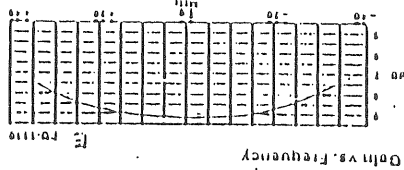
BASE FLANGE MUST BE CENTERED IN PIER
 WITHIN +/- 10% OF PIER DIAMETER.

Omnidirectional Collinear Antenna

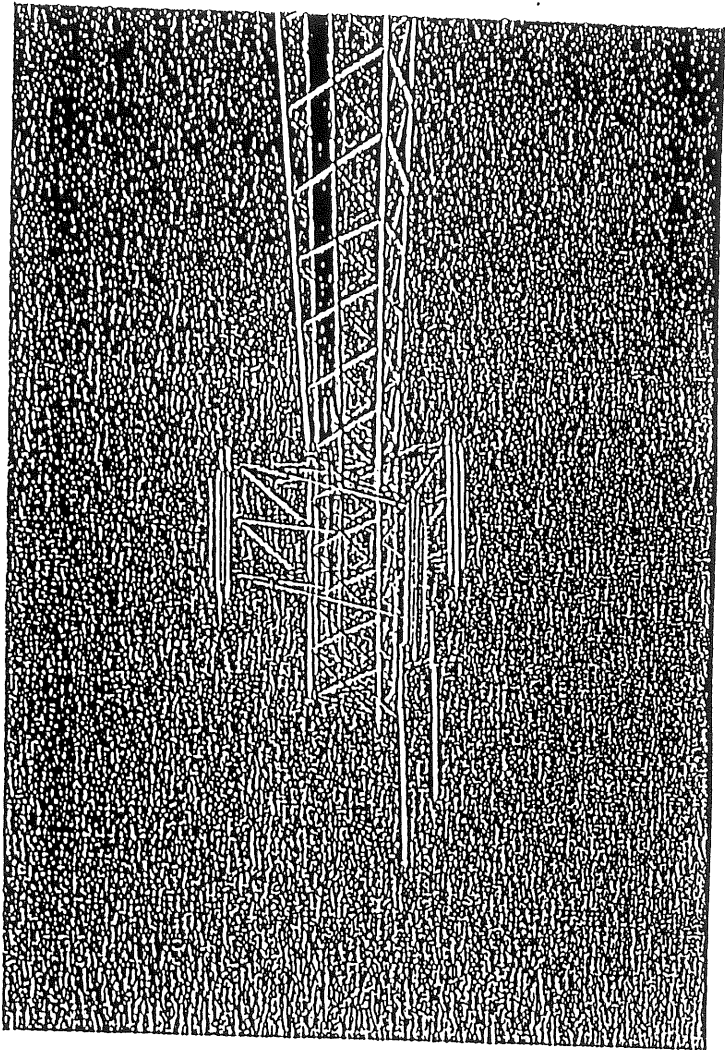
9.0 dB Gain, PD1110

006-960 Milz

| | |
|--|--|
| <p>Shipping Weight - lbs. (kg) 27.18 (0)</p> <p>Weight - lbs. (kg) 20.19 (9)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> | <p>Shipping Weight - lbs. (kg) 27.18 (0)</p> <p>Weight - lbs. (kg) 20.19 (9)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> <p>Shipping Volume - cu. ft. (m³) 0.13 (3.7)</p> <p>Shipping Volume - cu. in. (cm³) 76.6 (1.25)</p> |
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PD1110



Most common antenna configuration
on Cellular One tower

Plans

Phone (207) 856-0277 FAX (207) 856-2206

LETTER OF TRANSMITTAL

| | |
|-----------|---------------------------|
| DATE | JANUARY 22, 1997 |
| JOB NO. | 96369 |
| ATTENTION | MARGIE SCHMUCKAL |
| RE: | |
| | CELLULAR TELEPHONE SWITCH |
| | FACILITY |
| | PORTLAND, ME |

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order

| COPIES | DATE | NO. | DESCRIPTION |
|--------|------|-----|-----------------------------------|
| 7 | | | MINOR SITE PLAN REVIEW SUBMISSION |
| | | | - SITE PLAN |
| | | | - GRADING & UTILITY |
| | | | - DETAILS |
| | | | - SUPPORTING DOCUMENTATION |

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19 _____
- PRINTS RETURNED AFTER LOAN TO US
- Approved as submitted
- Approved as noted
- Returned for corrections
- Return _____ corrected prints
- Resubmit _____ copies for approval
- Submit _____ copies for distribution

REMARKS
 - HAND DELIVERED

COPY TO KEITH STILES, JIM WILSON, BARRY HOBBS
 SIGNED: Mark J. Johnson

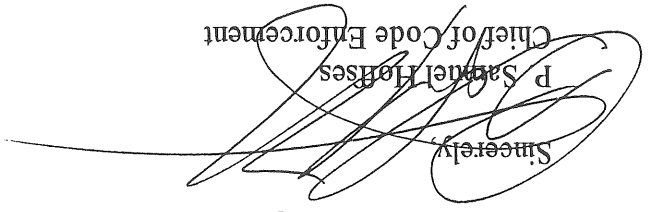
If enclosures are not as noted, kindly notify us at once.

c: K. Talbot, Lt. McDougall
M. Schmuckal

Chief of Code Enforcement

P. Samuel Hoffses

Sincerely,



1. Please read and implement items 1,6,16,19,20 and 25 of the attached building permit report.

Building Code Requirements

Building Inspection: Approved: M. Schmuckal
Development Review Coordinator: Approved with conditions: 1. Pavement surface shall be kept clean of tracked soil. 2. Erosion control measures shall conform to BMP as outlined in the Me. erosion & sed. control handbook for construction. 3. Electrical service shall be coordinated with CMP. K. Talbot
Fire Dept. Approved Lt. MacDougall

Site Plan Review Requirements

NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL REQUIREMENTS OF THIS LETTER ARE MET.

Your application to construct a 15' x 50' recycling facility has been reviewed and a permit is herewith issued subject to the following requirements. This permit does not excuse the applicant from meeting applicable State and Federal laws.

Dear Sir,

RE: 910 Riverside St.

D.A. Brackett & Co.
29 Pimrose Ln.
Portland, Me. 04103

April 23, 1997

CITY OF PORTLAND



Inspection Services
P. Samuel Hoffses
Chief

Planning and Urban Development
Joseph E. Gray Jr.
Director

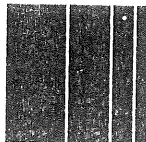
CITY OF PORTLAND
Planning and Urban Development Department
MEMORANDUM



TO: Kandi Talbot, Planner
FROM: Steve Bushey, Development Review Coordinator *SB (sp)*
DATE: January 31, 1997
RE: Atlantic Cellular Telephone Corp.; 1340 Riverside Street

Several additional comments I have on the proposed telephone switch facility are as follows:

1. The grading plan indicates that grading disturbance will occur outside of the 65' x 100' easement area. The applicant should indicate their rights to complete the grading as shown.
 2. The detail sheet 3 of 3 shows a typical driveway section, yet the actual driveway location within the 20' wide access easement shown on the site plan is not shown. This should be identified.
- Tony Lombardo may already have made these comments to you.



Sebago Technics
Engineering & Planning for the Future

March 6, 1997
96369

Ms. Kandi Talbot
Planning Department
City of Portland
389 Congress Street
Portland, Maine 04101

Minor Site Plan, Atlantic Cellular Telephone Corporation

Dear Ms. Talbot:

We are writing this letter in response to the engineering review comments on the above referenced project as contained in the memorandums to you from Steve Bushey, Development Review Coordinator, dated January 30 and 31, 1997.

The following information is provided in response to the memorandum dated January 30, 1997:

1. An easement agreement is enclosed to authorize the underground electrical service connection to CMP Power Pole 138.2 on land owned by Robert Davison. The agreement is not signed because Mr. Davison is out of state for the next couple of weeks. We have enclosed a plan with another underground service connection going across the service area of Labrecque's property to CMP Power Pole 136. The CMP Power Pole 136 is located within the Old Riverside Street right-of-way. This is not our preferred service connection, however, should negotiations with Mr. Davison not materialize, Mr. Labrecque has agreed to allow us to use the alternative alignment.

2. The grading and utility plan has been revised to show silt fence and hay bales as erosion and sedimentation prevention measures along the north corner of the project site.

The following information is provided in response to the memorandum dated January 31, 1997:

1. The grading and utility plan shows a limit of work around the perimeter of the disturbed area outside the 65' x 100' lease lot. The owners of the property, Paul and Alice Labrecque, are allowing the proposed grading to occur so that a proper transition will be established. This plan has been revised to illustrate what area of construction is to follow the typical driveway section and the area which will be graded and shimmied to allow for a proper transition of grades.

2. The 20 foot wide access easement from the lease lot back through the Labrecque's facility to Riverside Street will not be reconstructed except for the area immediately adjacent to the lease lot. No typical driveway section will be needed for this easement. As we are following the existing travel lanes which traverses parking for the Labrecque construction facility as shown on a pervious approved plan by the City.

We look forward to hearing from you at your earliest convenience with regard to these responses and acceptance of the site plan. We have enclosed a revised copy of the grading and utility plan for the Portland Planning Authority to review.

If there are any questions or further information is needed, please do not hesitate to contact us. Thank you again for your consideration of this project.

Sincerely,

SEBAGO TECHNICS, INC.



Mark S. Lagross
Project Engineer

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



MSL/CLB:jc/dif

Enc.

cc: Keith Stines
Jim Wilson
Mike Widmer
Barry Hobbins

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS that Robert C. Davison, having a residence at 1306A Elm Street in the City of Manchester, County of Hillsboro, State of New Hampshire 03103, for consideration paid, grants to Central Maine Power Company, their heirs and assigns, a Maine corporation having its principal office at 9 Green Street, Augusta, Maine 04330, the right and easement to erect, maintain, repair, rebuild, operate and patrol electric transmission and distribution lines, consisting of suitable and sufficient poles with wires strung upon and extending between the same, and together with all necessary fixtures and appurtenances, over and across my land in the City of Portland, Cumberland County, Maine, the location of said distribution line to be as follows:

Extending in a northwesterly direction from the dividing line of land of this Grantor and land of Paul C. Labrecque to Pole 138.2 on land of this Grantor, as shown on plan entitled "Site Plan of North Portland Cellular Telephone Switch Facility for Atlantic Cellular Telephone Company" by Sebago Technics, Inc. and dated January 22, 1997.

This location crosses a portion of the premises conveyed to the Grantor by deed of August 12, 1986, recorded in the Cumberland County Registry of Deeds in Book 7335, Page 299.

Together with the right to cut down and keep trimmed such trees, branches and underbrush as the Grantee believes may interfere with the operation and maintenance of its lines, the right to restrict the construction of buildings or structures within 20 feet of its lines, and the right to enter upon the Grantor's premises for any and all of the foregoing purposes.

WITNESS his hand and seal this _____ of _____, 1997.

SIGNED, SEALED AND DELIVERED ROBERT C. DAVISON

in the presence of

STATE OF NEW HAMPSHIRE

Hillsboro ss

_____, 1997

Personally appeared the above-named _____ in his said capacity and acknowledged this instrument to be his free act and deed and the free act and deed of said corporation, before me,

