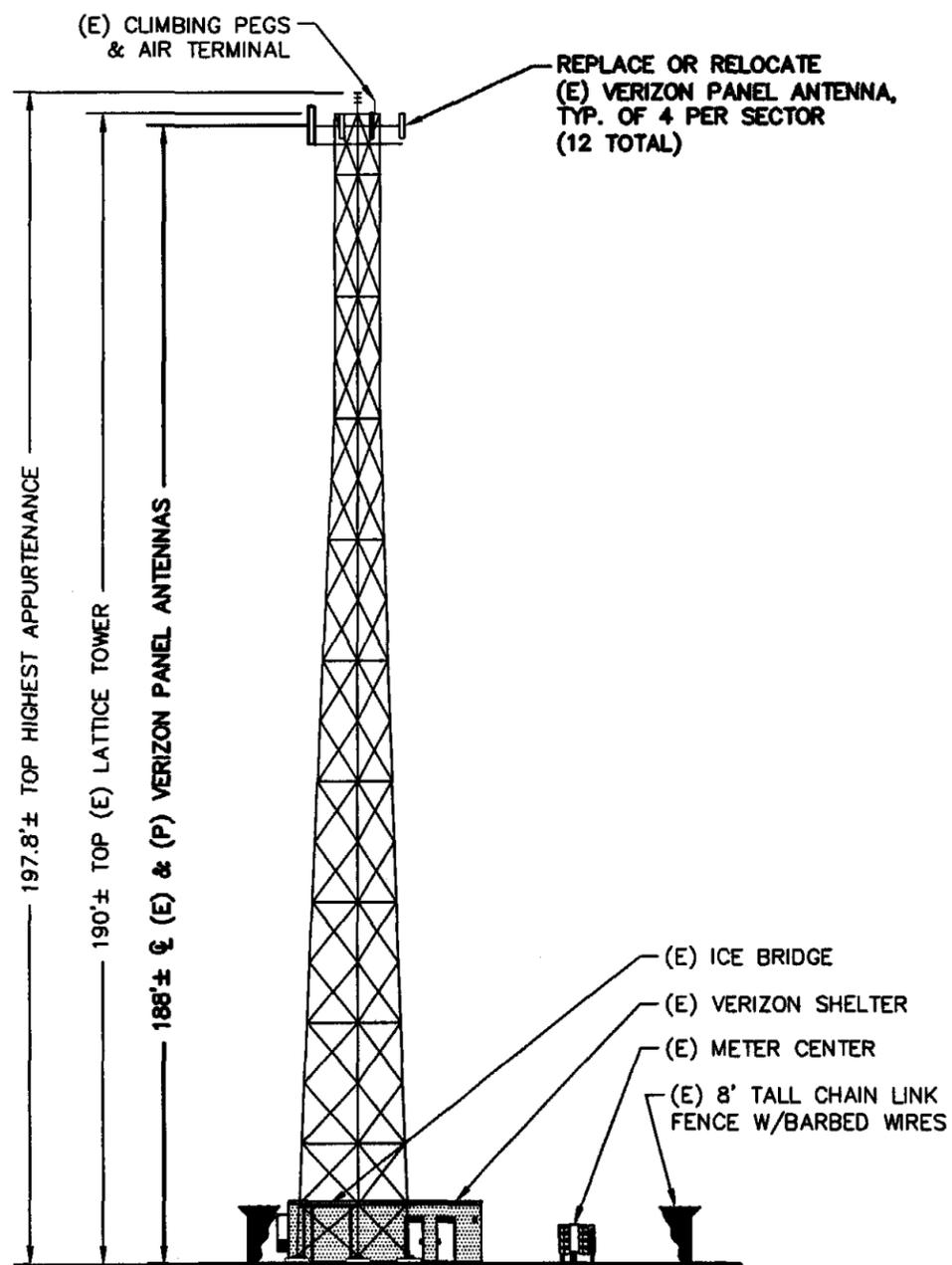
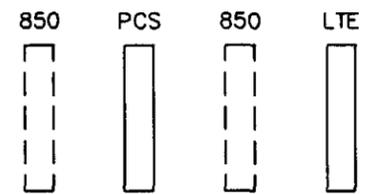


COMPOUND PLAN
 SCALE: 1"=15' (11x17)
 1
 A-1



NORTH ELEVATION
 SCALE: 1"=30' (11x17)
 2
 A-1



ANTENNAS SHOWN FROM BACKSIDE OF SECTOR

(P) ANTENNA CONFIGURATION

SCALE: NONE

3
A-1

GENERAL NOTES

1. VERIFY COAX CONFIGURATION, ANTENNA CONFIGURATION, AND ANTENNA HEIGHT WITH LATEST RF DATA SHEET PRIOR TO INSTALLATION.
2. ANTENNAS TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS & TOWER STRUCTURAL ANALYSIS.
3. REUSE (E) ANTENNA PIPE MOUNTS. INSPECT FOR DAMAGE AND REPLACE AS NECESSARY.
4. EQUIPMENT LOCATIONS TO BE FIELD VERIFIED PRIOR TO COMMENCEMENT OF CONSTRUCTION. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.
5. NORTH SHOWN IS APPROXIMATE.
6. MATCH (E) ANTENNA TIP AS ZONING APPROVAL REQUIRES.
7. (E) BIRD'S NEST MAY REQUIRE ENVIRONMENTAL APPROVAL BEFORE CONSTRUCTION.

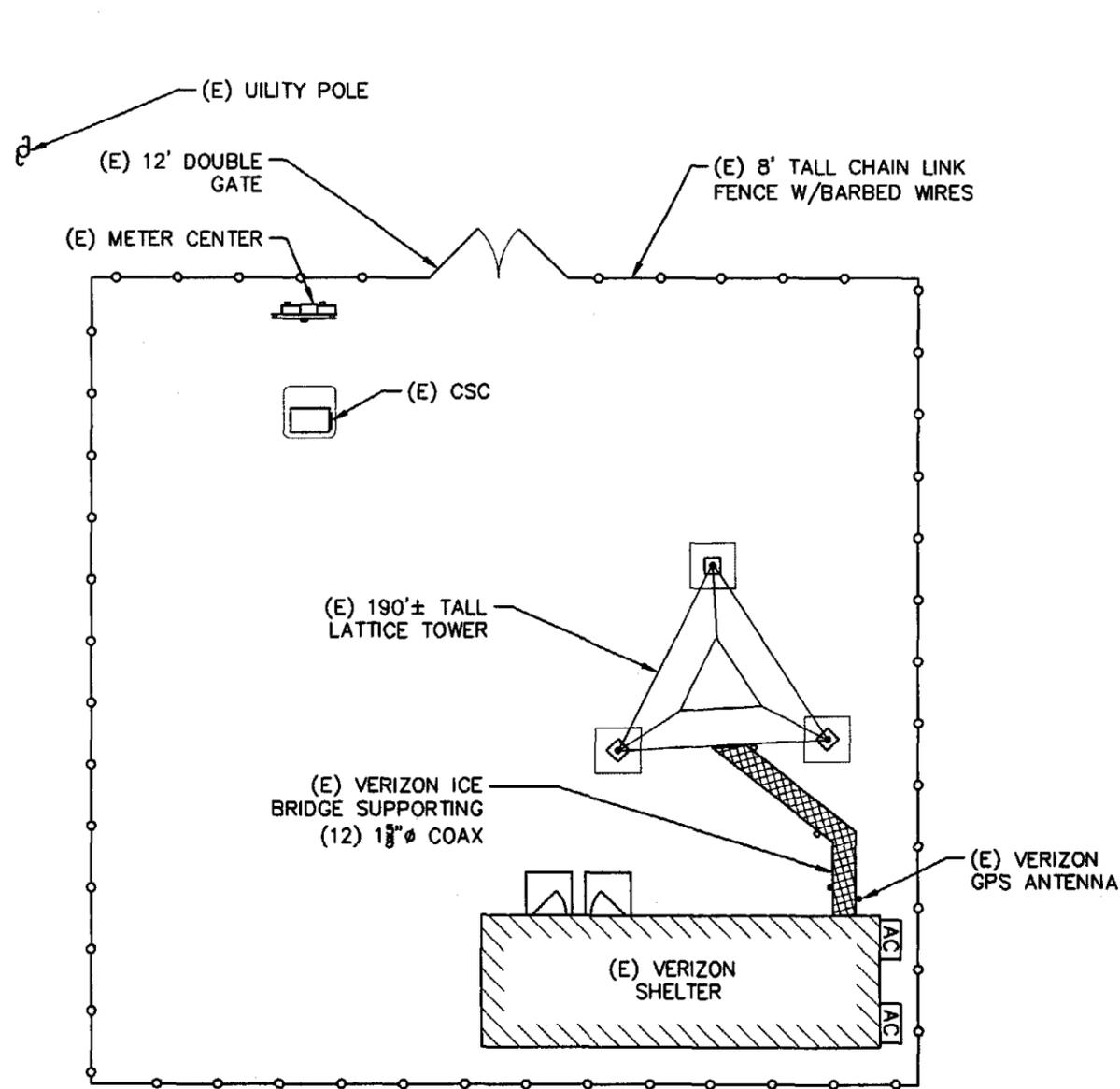
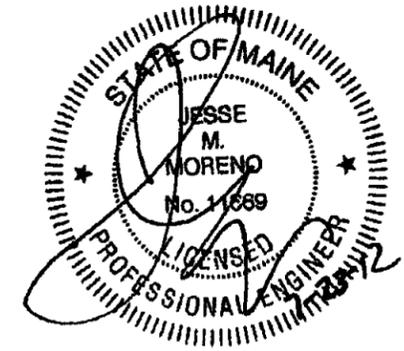
ProTerra
 DESIGN GROUP, LLC
 1 Short Street
 Suite 3
 Northampton, MA 01060
 Ph: (413)320-4918
 Fax: (413)320-4917

verizonwireless
 400 FRIBERG PARKWAY
 WESTBOROUGH, MA 01581

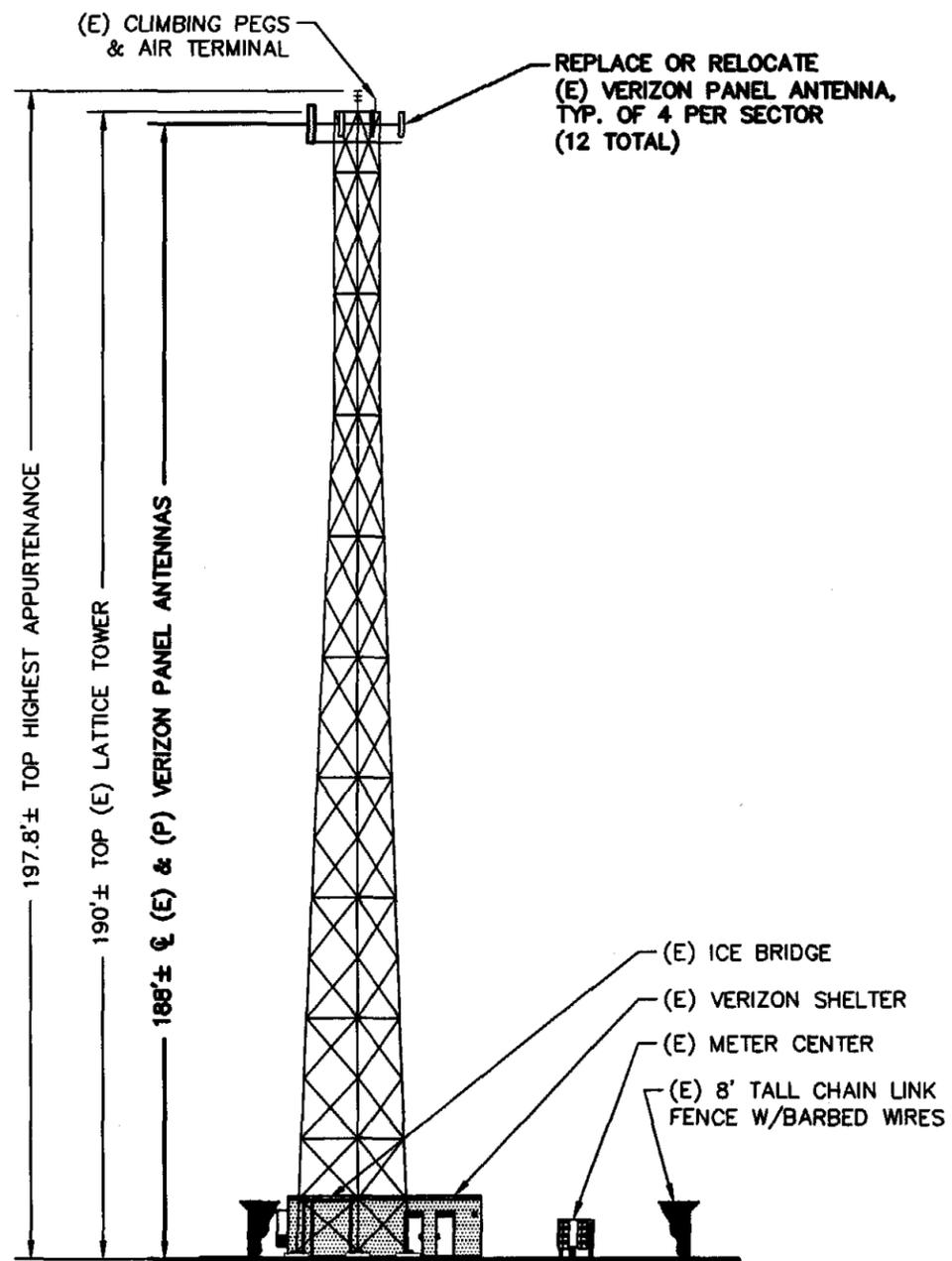
BOOTHBAY N ME
GTP: ME-5101
 RIVER ROAD
 BOOTHBAY, ME

REVISIONS	

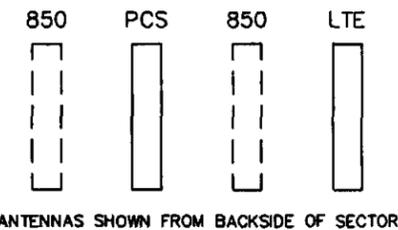
DESIGNED BY:	JMM/TEJ	JOB #:	12-023
DRAWN BY:	DPM	REV. #:	0
DATE:	7/23/12	A-1	
SCALE:	AS NOTED		



COMPOUND PLAN
 SCALE: 1"=15' (11x17)
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 A-1



NORTH ELEVATION
 SCALE: 1"=30' (11x17)
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 A-1



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 SCALE: NONE
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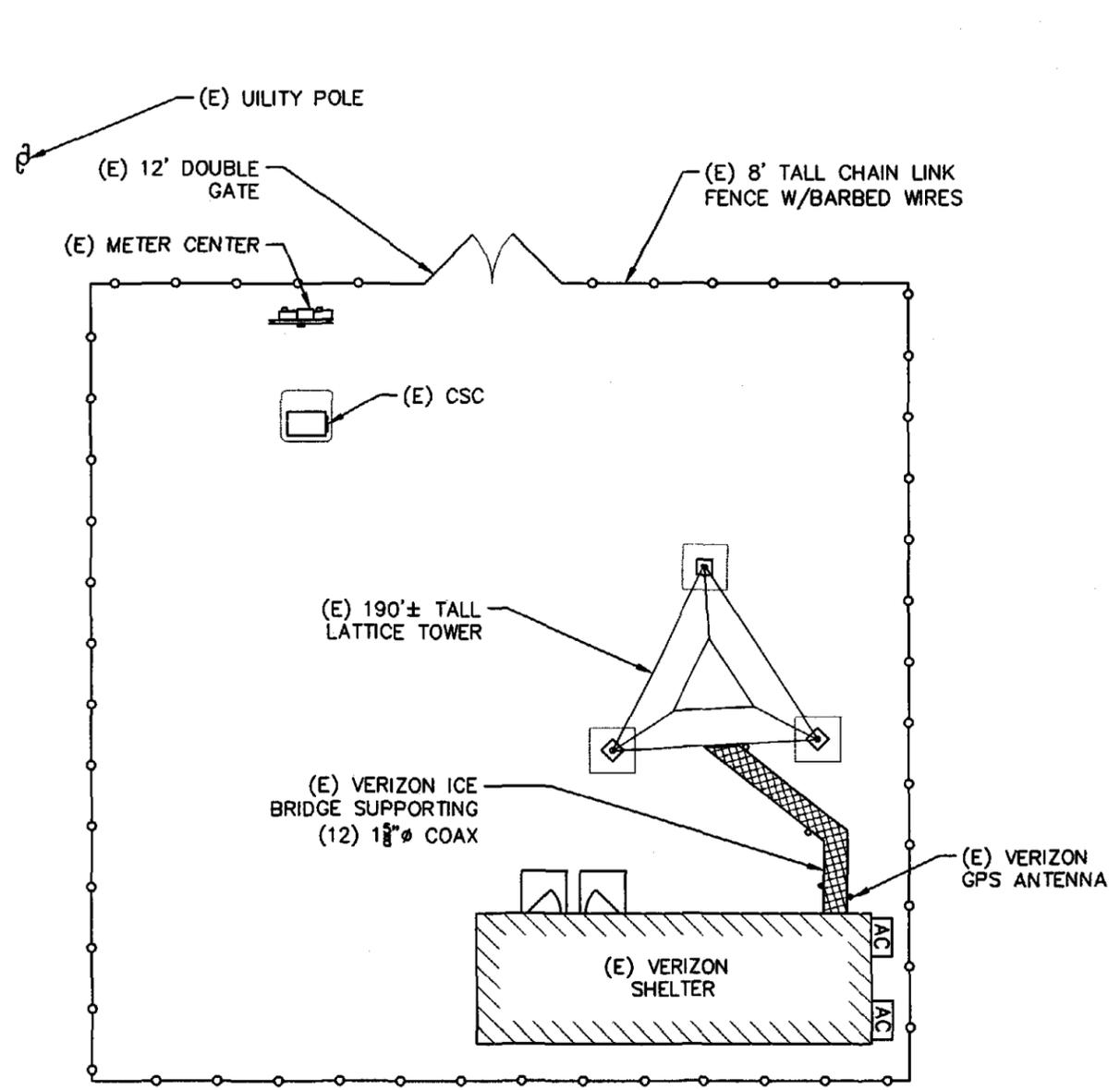
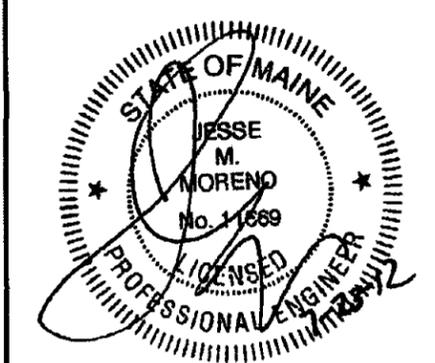
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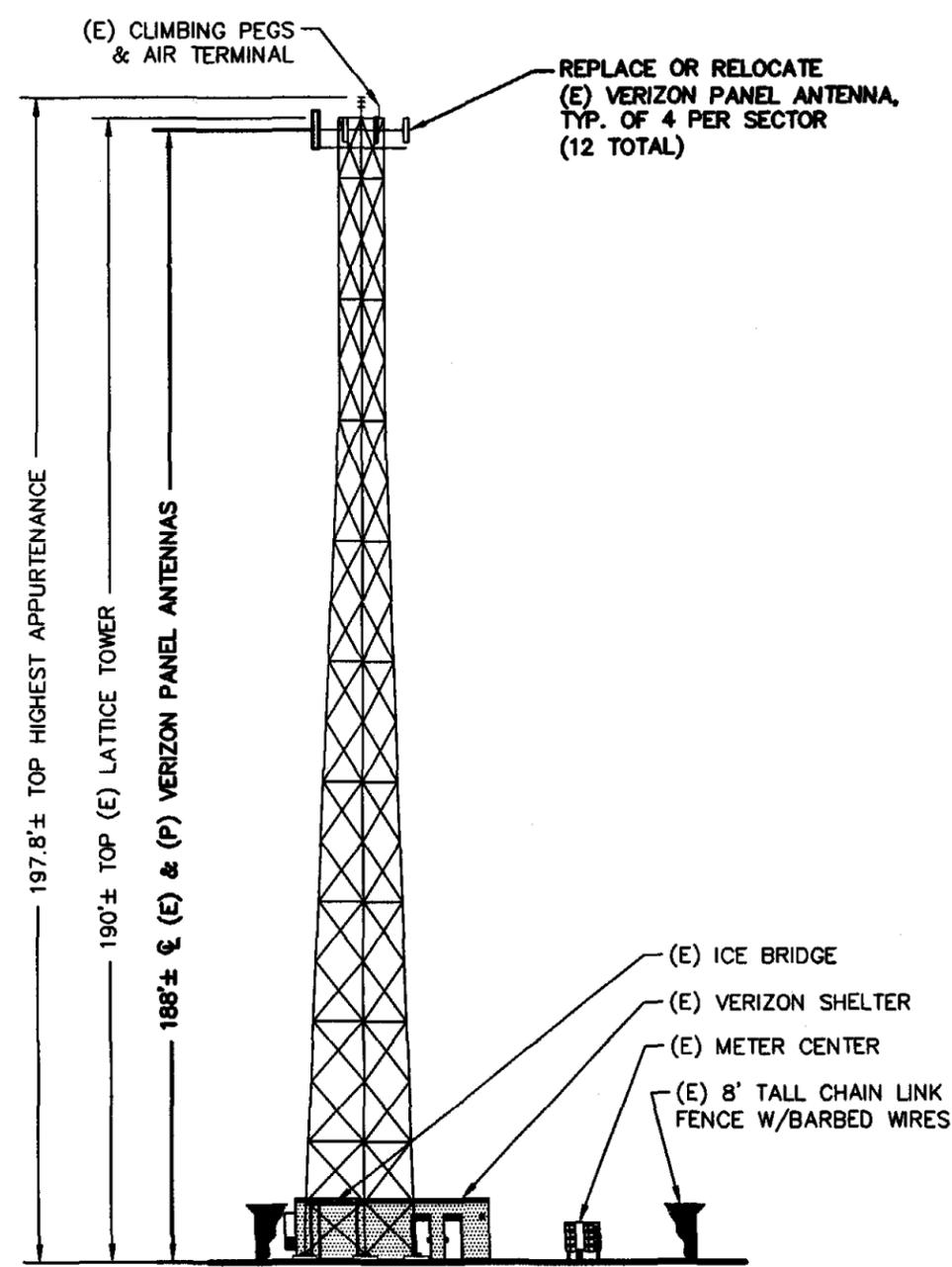
BOOTHBAY N ME
GTP: ME-5101
 RIVER ROAD
 BOOTHBAY, ME

REVISIONS	

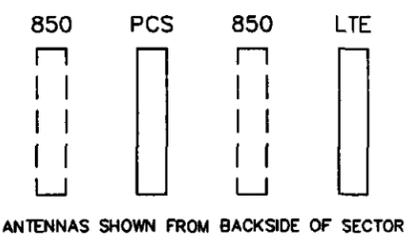
DESIGNED BY:	JMM/TEJ	JOB #:	12-023
DRAWN BY:	DPM	REV. #:	0
DATE:	7/23/12	A-1	
SCALE:	AS NOTED		



COMPOUND PLAN
 SCALE: 1"=15' (11x17)
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NORTH ELEVATION
 SCALE: 1"=30' (11x17)
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 A-1



(P) ANTENNA CONFIGURATION
 SCALE: NONE
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 A-1

GENERAL NOTES

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BOOTHBAY N ME
GTP: ME-5101
 RIVER ROAD
 BOOTHBAY, ME

REVISIONS	

DESIGNED BY:	JMM/TEJ	JOB #:	12-023
DRAWN BY:	DPM	REV. #:	0
DATE:	7/23/12	A-1	
SCALE:	AS NOTED		



Permit #: _____
Tax Map R06 Lot 31C

TOWN OF BOOTHBAY
APPLICATION FOR A BUILDING PERMIT
New Construction

Owner's Name Global tower Partners/Verizon Date 8/1/12

Applicant's Name (if different) ~~John McEnticuddy~~ HARVEY SMITH

Address of Property 5 River Rd Tax Map R06 Lot 31C

Owner's Mailing Address (if different) 400 Friberg Parkway Westborough MA

Telephone (Home) _____ (Bus.) _____ (Cell) (617) 780 5746

10 Ivy place - Norwalk CT 06854 (617) 388-6324 cell

Zoning District (Check all the Apply)

General Residential Special Residential Village C1 C2 C3
 Industrial Maritime Watershed Overlay Shoreland Overlay

Description of Proposed Project

Swap 12 of 12 existing antennas with new ones. NO change to antenna location or quantity. NO change to ground space.

Have the Property Owner's Taxes been paid? _____

Signature of Town Tax Collector _____

Type of Construction (Wood, metal, etc.) Telecom - Antenna Swap

Type of Foundation _____

Number of Bedrooms _____ Number of Bathrooms _____

Number of Stories _____ Proposed Building Height _____

Type of Heating N/A Water Supply Type N/A

Septic System? N/A Type? _____

Estimated Cost of Project \$ 10,000

Will this Project Require a New Driveway Opening? NO

IS THIS PROPERTY IN A FLOODPLAIN? NO

Contractor Information (Include Names, Addresses, and Contact Information)

General

Contractor/Carpenter John McEllicuddy 49 Brattle St. Arlington
MA 02474 (617) 388-6324

Plumber _____

Electrician _____

Mason _____

**Excavation/Septic
Contractor** _____

Additional Information Required:

A floor plan of the proposed building, showing all rooms and their designated use, with dimensions clearly presented

A plot plan showing the dimensions of the property in question, with all setbacks clearly shown

All buildings currently on property must be shown, and distances between any and all buildings must be noted

3 copies of the septic design (HHE-200), signed and dated, if it is a new system

A plumbing application, signed and dated, with the master plumber's license number

Certificate of Applicant

I certify that if this application is granted, I shall conform with the provisions of all Codes and Ordinances of the Town of Boothbay as they may be interpreted by the Municipal Officers. All permits will be void unless operations there under are significantly completed within one (1) year after the date of the permit. Signing authorizes inspections necessary to issue permit, as well as all inspections necessary to ensure compliance throughout the building process.

Applicant Signature

John McEllicuddy

Date

8/1/12

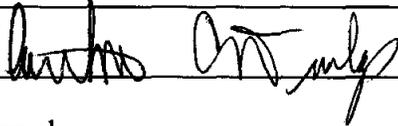
Municipal Officer Action

Building Permit Approval Date 8-10-2012

Building Permit Denial Date _____

Permit Number _____ Tax Map _____ Lot _____

Conditions Added _____

Code Enforcement Officer Signature 

Water and Sewage Disposal System Approval _____

Planning Board Approval _____ Date _____

Appeals Board Approval _____ Date _____

Harbor Master Approval _____ Date _____

Board of Selectmen Approval _____ Date _____

For questions regarding this application, please contact the Code Enforcement Office at
207-633-2192



G R O U P

49 Brattle Street
Arlington, MA 02474

Structure Consulting Group
Kristen Champagne
49 Brattle Street, Arlington MA 02474



UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$000.45⁰
0002975895 JUL 03 2012
MAILED FROM ZIP CODE 02474

Structure Consulting Group, Inc.
49 Brattle Street
Arlington, MA 02474

Structure Consulting Group
Kristin Champagne
49 Brattle St.
Arlington MA 02474



Kristin Champagne

Building Department

Re: Verizon Wireless BP on Cell Tower (River Rd.)

Lori,

My apologies for taking SO long to get this all to you! I finally have the 2 Letter of Authorizations for you... one from the tower owner and the other from the property owner. I also owe you \$10 more to complete the BP application fee. The last item enclosed is a return envelope for the BP to be mailed back to me. I greatly appreciate you allowing me to mail this information and also for you mailing the permit back to me.

Please don't hesitate to contact me at any time if you have any questions or need further information.

Thanks

Kristin

Kristin Champagne
Structure Consulting Group
49 Brattle St.
Arlington, MA 02474
M: 781.454.9134
O: 781-791-7724 x32
F: 781.791.7704

LETTER OF AUTHORIZATION



September 19, 2012

RE: Letter of Authorization: Verizon Wireless

TO WHOM IT MAY CONCERN:

RE: Application for Zoning/Use/Building Permit

I, Shawn Ruben as Secretary of GTP Acquisition Partners III, LLC, owner of the below described telecommunications tower, do hereby grant permission to Verizon Wireless and their agents, to seek any application necessary to ensure their ability to use and/or construct improvements to the telecommunications tower. I understand that the application may be denied, modified or approved with conditions and that such conditions or modifications must be complied with by Verizon Wireless and their agents, prior to issuance of building permits.

SITE NAME: GTP – ME-5101 Boothbay
Sprint: Boothbay N ME

SITE ADDRESS: off River Rd. Boothbay, Lincoln County, ME 04537
Lat / Long – 43-54-51N/ 69-36-47.7W

GTP Acquisition Partners III, LLC
a Delaware limited liability company

Signature: 
Print Name: Shawn Ruben
Print Title: Secretary
Date: 9-19-12

LEGAL
REVIEWED 

LETTER OF AUTHORIZATION

October 3, 2012

RE: Letter of Authorization: Verizon Wireless

TO WHOM IT MAY CONCERN:

RE: Application for Zoning/Use/Building Permit

I, Harry L Smith owner of the property located at off River Road, Boothbay, Lincoln County, ME 04537, Lat/Long – 43-54-51N/69-36-47.7 W, do hereby grant permission to Verizon Wireless and their agents, to seek any application necessary to ensure their ability to use and/or construct improvements to the telecommunications tower. I understand that the application may be denied, modified or approved with conditions and that such conditions or modifications must be complied with by Verizon Wireless and their agents, prior to issuance of building permits.

SITE NAME: GTP – ME-5101 Boothbay
Sprint: Boothbay N ME

SITE ADDRESS: off River Rd. Boothbay, Lincoln County, ME 04537
 Lat / Long – 43-54-51N/ 69-36-47.7W

Kristin Champagne

Please find the enclosed building permit application for Verizon Wireless to swap existing antennas with new ones on a cell tower located in town. No change to antenna location or quantity, no change to ground footprint or ground space equipment. I have also included 3 sets of drawings for your files, BP application, the application fee with a return envelope (postage included) for the permits to be mailed back to me if possible. Please feel free to contact me at any time with any questions you may have on regarding this project or if you need further information.

Thanks
Kristin

Kristin Champagne
Structure Consulting Group
49 Brattle St.
Arlington, MA 02474
M: 781.454.9134
O: 781-791-7724 x32
F: 781.791.7704

mail permit to:

8/28 - Kristin will
be mailing ^{additional} \$10 check plus
mailing envelope.

Kristin will get letter
of authorization from
property owner and
tower owner (applicant)

~~XXXXXXXXXX~~
Christine Champagne
called
1-781-791-7724
x32

**TOWN OF BOOTHBAY
APPLICATION FOR BUILDING PERMIT**

Applicant should refer to the Zoning and Building Code Ordinances of the Town of Boothbay for need to submit application. (All applicable blank spaces should be filled in.)

I, Maureen Hopkins of Verizon Wireless C/O ATC do hereby make application to the code enforcement officer of Boothbay for permission to carry out the following construction activity.

1. Property Owner(s): Harvey L. Smith, 10 Ivy Place, Norwalk, CT 06854
(name and address) (zip code)

ATC Telephone number: (207) 773-0242 Contact Address: 44 Exchange St., Suite 301, Portland, ME 04101

2. Present use of property: Seasonal camp (vacant land, residence, commercial, cottage, etc.) If other structures on property, list type and number of stories: N/A

3. Use of structure to be constructed: Equipment Shelter, wireless telecommunications antenna
(Will structure be: Year round home, seasonal cottage, commercial, garage, etc.?)

No. Of bathrooms 0 No. Of bedrooms 0 No. Of stories 1 Height (ft) 8'

Heating N/A

Hot water, hot air, radiant, other

4. Is proposed structure: New addition relocated interior remodeling

If this is a mobile home, please give: size _____ make _____ No. of bedrooms _____ Year _____ Serial number: _____ are taxes paid _____ Y/N

5. Location of Lot: Tax Map R6 Lot 316 Road River Road Zone Commercial/Industrial (C1)
Subdivision _____ Flood Plain Y N Map No. _____ Wetlands _____ Tree Growth _____

6. Type of construction: Frame: Metal (metal/wood) Foundation: Slab
(Metal, masonry, slab, wood, post, etc.) full, crawl, slab, none

*WOOD POSTS PROHIBITED BELOW GROUND OR GRADE

7. Septic System: No (yes/no) Type of system: N/A
(cesspool, chamber, field, infiltrator, etc)

Is this project located in the Boothbay Watershed Zone? NO (yes/no)

8. Contractor: Tri-State Towers (207) 637-2129
(Contractor's name and address - or self -and- telephone number)

9. Estimated cost of project: \$ 70,000

10. Application Fee: 357.54 sq.ft. x 10 cents = amount of fee \$ 35.75 Date paid 8/23/05

11. Setbacks: No structure may be placed closer than 33 feet from centerline of Town roadway, right-of-way, or other public access road, and 50 feet from a state highway. No structure may be placed closer than 20 feet from any side or rear property lines. No structure may be higher than 34 feet from pre-development grade to peak. Structure must be a minimum of 75 feet set back from high water mark. Decks, overhangs, eaves, are structures, and need to be considered when establishing setbacks. **All permits shall be void unless operations thereunder are commenced within one (1) year after the date of the permit. Signing authorizes inspections necessary to issue permit and insure compliance with regulations.**

12. Construction plan or sketch must be provided herewith giving outside dimensions of the proposed structure(s). Use blank lot plan space on back to locate structure.

CERTIFICATE OF APPLICANT

I certify that if this application is granted I shall conform with the provisions of all Codes and Ordinances of the Town of Boothbay as they may be interpreted by the Municipal Officers.

Date: 8/23/05 Applicant Signature: Maureen Hopkins

ACTION BY MUNICIPAL OFFICERS

Water and Sewage Disposal System Approval _____ Planning Board Approval/Denial _____

Date: _____ Date: _____

JAN-12-06 THU 10:08 AM A

R6-31C

Form 1190
Rev 10/2002

**CERTIFICATION OF COMPLIANCE
WITH SUBDIVISION AND SHORELAND ZONING REQUIREMENTS**

VERIZON WIRELESS with a mailing address of
(insert name of applicant)

400 FRANKLIN PARKWAY WINDBOROUGH NH 03511, a telephone number
of 603-719-1985 and WR number of 3 cm04, have (has) requested utility services at

RIVER RD Broomfield ("Lot").
(insert street and town, map and lot, or other identification of the location of installation)

**The applicant should fill in this section if another utility has
already installed services and received the certification described below.**

The applicant certifies that the _____
utility company has already installed services to the Lot and received the certification described below.

Applicant

Date: _____

Printed Name: _____

**The municipality should provide the following certification if no other utility has
already obtained certification for this Lot.**

Maine statutes, Title 30-A M.R.S.A. §4406(3) and Title 38 M.R.S.A. §444 require utilities to obtain
the following certification from municipalities prior to installing service except as stated above.
Therefore, I (we) request that an appropriate municipal official (usually the Planning Board or Code
Enforcement Officer) provide the following certification so that the applicant can get utility service.

Certification

I certify that:

all local permits and/or approvals, if any, required under Title 30-A M.R.S.A. Chapter 187 (the
subdivision and land use statute), have been issued by the appropriate municipal official(s) and
are current: and

all local permits, if any, required under Title 38 M.R.S.A. Chapter 3 (the shoreland zoning and
water protection statute) have been issued by the appropriate municipal official(s) and are
current.

★ Date: 1-12-2006

★ Signature: M L Cadzro - Anderson
Printed Name: MARION L CADZRO-ANDERSON
Title: CEO

Please return this form to Central Maine Power Company

For CMP use: sect # _____

By: _____

By: _____

Board of Appeals Variance

Harbor Master Approval/Denial

Date: _____

Date: _____

By: _____

By: _____

Permit Number: 192-2005

Permit Granted: 8/29/05

Permit Denied: _____

Conditions added: Planning Board
conditions of 2-19-2002

Code Enforcement Officer Signature: MJ Casella - Order

LOT PLAN

Indicate setback from water body if construction is within 250 feet of water.

Indicate abutters of adjacent properties by name.

Locate structure on blank lot below (scale not needed).

Show distance to each sideline, to road right-of-way, (private or public), and to principal structure on neighboring properties.

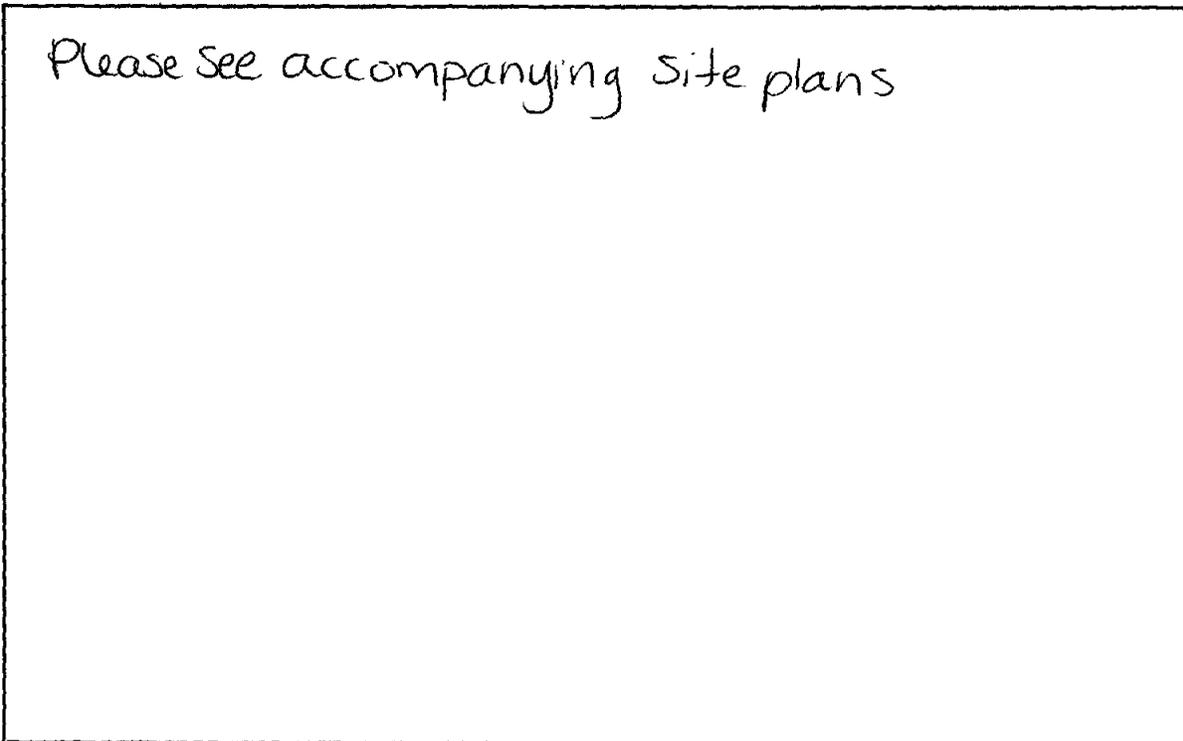
Show road or right-of-way.

Show all other primary structures presently existing on the lot.

Use a separate sketch or drawing to indicate size and shape of proposed structure, also include maximum height of structure.

(Note if work is interior or exterior remodeling, omit lot plan. Under notes below describe the work to be done.)

NORTH



WEST

EAST

SOUTH

Dimensions of lot sides: North _____ East _____ South _____ West _____

Has this property been surveyed? Yes No _____

Name of surveyor: Jerome Watts Date of Survey 7/14/05

Notes:

INITIAL _____

DATE _____

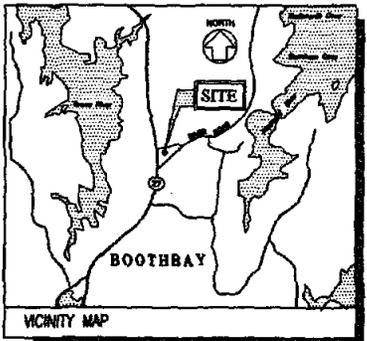
job Folder Copy



SITE NAME: BOOTHBAY N
SITE NO. 2005114908
LATITUDE: 43° 54' 51.07" N
LONGITUDE: 69° 36' 47.74" W
APPROVED 190' LATTICE TOWER AND
PROPOSED EQUIPMENT BUILDING WITH ANTENNAS

SITE NUMBER: 200514908
SITE NAME: BOOTHBAY N
TOWER TYPE: 190' LATTICE TOWER (APPROVED)
SITE ADDRESS: RIVER ROAD
 BOOTHBAY, ME 04630
PROPERTY OWNER: HARVEY L. SMITH
 10 TRY PLANE
 NORWALK, CT 06854
MAP & LOT: R6/R-C
APPLICANT: VERIZON WIRELESS
 400 PINEBROOK PARKWAY
 WESTBOROUGH, MA 01581

PROJECT SUMMARY

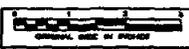


NOTE: THIS PROJECT IS AN INTERNATIONAL SERVICE FROM AROUND TURN RIGHT ONTO ROUTE 6 (COMMERCIAL STREET), PROCEED ON COMMERCIAL STREET FOR 2 MILES AND MAKE RIGHT SHARP RIGHT ON COMMERCIAL STREET, PROCEED ON ROUTE 6 AN ALLEY AND MAKE RIGHT ONTO 1-1/2 MILE ROAD, PROCEED ON 1-1/2 MILE ROAD TO THE END OF BAYVIEW STREET, TURN LEFT ONTO THE ROUTE 1 MAIN STREET AND PROCEED 32.3 MILES AND MAKE RIGHT ONTO ROUTE 27 (BOOTHBAY ROAD), PROCEED ON ROUTE 27 FOR 0.8 MILES AND TURN LEFT ONTO RIVER ROAD, TOWER WILL BE LOCATED ON RIVER ROAD.

SHEET NO.	DESCRIPTION	DATE	REV. NO.
E-1	STAK REPORT	7/20/08	0
C-1	FLOOR PLAN	7/20/08	0
C-2	SITE PLAN	7/20/08	0
C-3	INTERNAL PLAN & ELEVATION	7/20/08	0
D-1	SECTION AND DETAIL	7/20/08	0
D-2	SHIELD ELEVATION PLAN	7/20/08	0
D-3	SHIELD FLOOR PLAN	7/20/08	0
E-1	GENERAL NOTES	7/20/08	0

SHEET INDEX

ALL WORK REQUIREMENTS:
 FIELD IS UNIMPROVED AND NOT FOR HUMAN MAINTENANCE. HANDICAPPED ACCESS REQUIREMENTS NOT REQUIRED.
INSTALLATION REQUIREMENTS:
 FACILITY HAS NO PLUMBING.



Verizon Wireless
 400 PINEBROOK PARKWAY
 WESTBOROUGH, MA 01581
 PHONE (978) 835-1200
 FAX (978) 835-1200

CS&E Associates, Inc.
 200 Main Street, Suite 200
 Westborough, MA 01581
 TEL: (877) 761-1770
 FAX: (877) 774-1246

PROJECT NO.: 362.55.01

DRAWN BY: GSA

RELEASED BY: MSD

SUBMITTALS

NO.	DESCRIPTION	DATE	STATUS

BOOTHBAY N
 2005114908

SHEET NO.: T-1

LOT PLAN

Indicate setback from water body if construction is within 250 feet of water.

Indicate abutters of adjacent properties by name.

Locate structure on blank lot below (scale not needed).

Show distance to each sideline, to road right-of-way, (private or public), and to principal structure on neighboring properties.

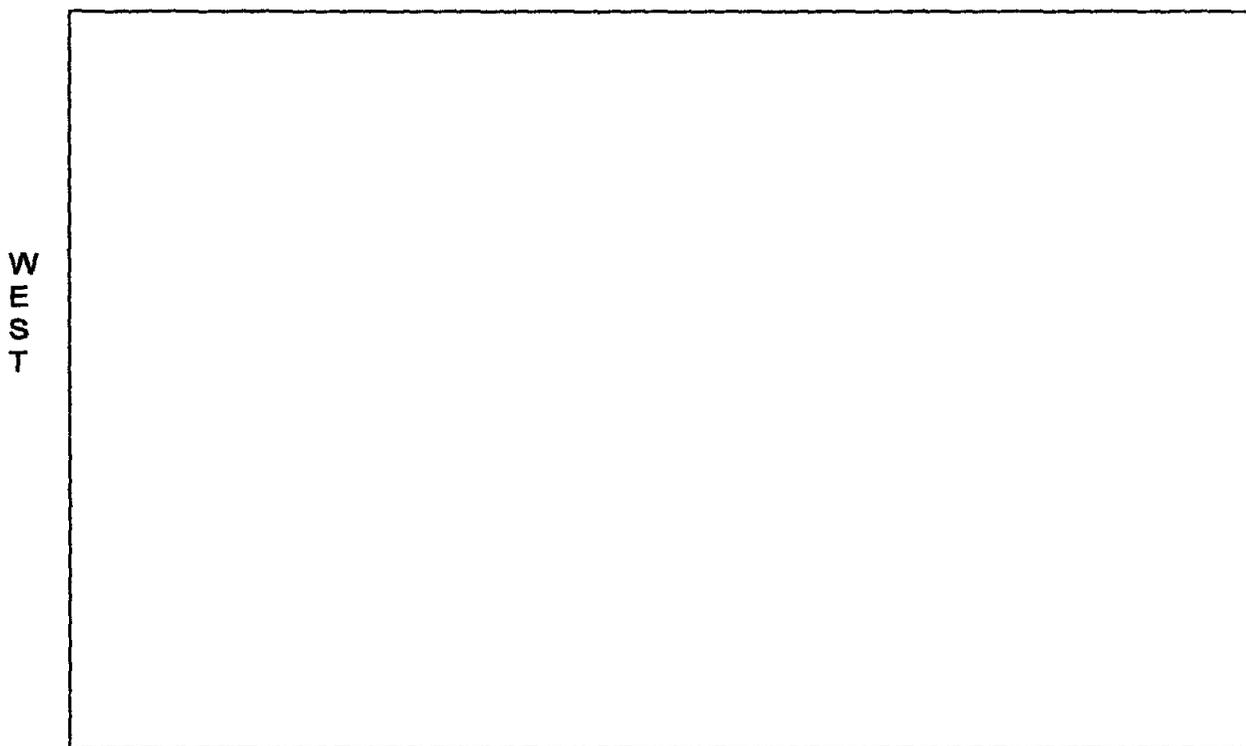
Show road or right-of-way.

Show all other primary structures presently existing on the lot.

Use a separate sketch or drawing to indicate size and shape of proposed structure, also include maximum height of structure.

(Note if work is interior or exterior remodeling, omit lot plan. Under notes below describe the work to be done.)

NORTH



SOUTH

Dimensions of lot sides: North _____ East _____ South _____ West _____

Has this property been surveyed? Yes _____ No _____

Name of surveyor: _____ Date of Survey _____

Notes:

INITIAL _____

DATE _____

River Rd.

(ON)
MAP 9
LOT 39

SLAB:

12' x 30' Slab on Grade

12" Thick

4,000 psi concrete used

12/20

BUILDING:

Prefab 12' x 30' x 8' high

Kullman Manufacturer

DEC-19-05 MON 11:51 AM A

FAX NO. 2078289588

P. 01

R6-31-C

Form 1190
Rev 9/2001

**CERTIFICATION OF COMPLIANCE
WITH SUBDIVISION AND SHORELAND ZONING REQUIREMENTS**

MESA Communications Co/ATC, with a mailing address of
(insert name of applicant)
44 EXCHANGE STREET Suite 301 Portland, ME 04101, a telephone number
773-0242 a notification number of 3-66579, have (has) requested utility services at
RIVER Rd: Boothbay Book 577 Page 87 ("Lot").
(insert street and town, map and lot, or other identification of the location of installation)

**The applicant should fill in this section if another utility has
already installed services and received the certification
described below.**

The applicant certifies that the _____ utility
company has already installed services to the Lot and received the certification described below.

Applicant

Date: _____

Printed Name: _____

**The municipality should provide the following certification if
no other utility has already obtained certification for this Lot.**

Maine statutes, Title 30-A M.R.S.A. §4406(3) and Title 38 M.R.S.A. §444 require utilities to obtain the
following certification from municipalities prior to installing service except as stated above. Therefore, I
(we) request that an appropriate municipal official (usually the Planning Board or Code Enforcement
Officer) provide the following certification so that the applicant can get utility service.

Certification

I certify that:

all local permits and/or approvals, if any, required under Title 30-A M.R.S.A.
Chapter 187 (the subdivision and land use statute), have been issued by the
appropriate municipal official(s) and are current; and

all local permits, if any, required under Title 38 M.R.S.A. Chapter 3 (the shoreland
zoning and water protection statute) have been issued by the appropriate municipal
official(s) and are current.

Date: December 19, 2005

Signature: James J. Betts
Printed Name: James J. Betts
Title: Code Enforcement Officer

Please return this form to Central Maine Power Company

Rb-31C

TOWN OF BOOTHBAY
APPLICATION FOR BUILDING PERMIT

Applicant should refer to the Zoning and Building Code Ordinances of the Town of Boothbay for need to submit application. (All applicable blank spaces should be filled in.)

I, Maureen Hopkins of Spectrum Resources Towers 410 ATC do hereby make application to the code enforcement officer of Boothbay for permission to carry out the following construction activity.

1. Property Owner(s): Harley L. Smith, 10 Ivy Place, Norway, CT 06854 (name and address) (zip code)

ATC Telephone number: (207) 773-0242 Contact Address: 44 Exchange St., Suite 301, Portland, ME 04101

2. Present use of property: Seasonal Camp (vacant land, residence, commercial, cottage, etc.) If other structures on property, list type and number of stories: N/A

3. Use of structure to be constructed: Wireless Telecommunications Tower

(Will structure be: Year round home, seasonal cottage, commercial, garage, etc.?)

No. Of bathrooms 0 No. Of bedrooms 0 No. Of stories N/A Height (ft) 190'

Heating N/A

Hot water, hot air, radiant, other

4. Is proposed structure: New [checked] addition relocated interior remodeling

If this is a mobile home, please give: size make No. of bedrooms Year Serial number: are taxes paid Y/N

5. Location of Lot: Tax Map Rb Lot 31C Road River Road Zone Commercial/Industrial (C1) Subdivision Flood Plain Y N Map No. Wetlands Tree Growth

6. Type of construction: Frame: Metal (metal/wood) Foundation: Slab (Metal, masonry, slab, wood, post, etc.) full, crawl, slab, none

*WOOD POSTS PROHIBITED BELOW GROUND OR GRADE

7. Septic System: NO (yes/no) Type of system: N/A (cesspool, chamber, field, infiltrator, etc)

Is this project located in the Boothbay Watershed Zone? NO (yes/no)

8. Contractor: Tri-State Towers (207) 637-2129 (Contractor's name and address - or self -and- telephone number)

9. Estimated cost of project: \$ 180,000

#1994-1

10. Application Fee: 5,625 sq.ft. x 10 cents = amount of fee \$ 562.50 Date paid 8/23/05

11. Setbacks: No structure may be placed closer than 33 feet from centerline of Town roadway, right-of-way, or other public access road, and 50 feet from a state highway. No structure may be placed closer than 20 feet from any side or rear property lines. No structure may be higher than 34 feet from pre-development grade to peak. Structure must be a minimum of 75 feet set back from high water mark. Decks, overhangs, eaves, are structures, and need to be considered when establishing setbacks. All permits shall be void unless operations thereunder are commenced within one (1) year after the date of the permit. Signing authorizes inspections necessary to issue permit and insure compliance with regulations.

12. Construction plan or sketch must be provided herewith giving outside dimensions of the proposed structure(s). Use blank lot plan space on back to locate structure.

CERTIFICATE OF APPLICANT

I certify that if this application is granted I shall conform with the provisions of all Codes and Ordinances of the Town of Boothbay as they may be interpreted by the Municipal Officers.

Date: 8/23/05 Applicant Signature: Maureen Hopkins

ACTION BY MUNICIPAL OFFICERS

Water and Sewage Disposal System Approval Planning Board Approval/Denial Date: 8/20/02

By: _____

By: _____

Board of Appeals Variance

Harbor Master Approval/Denial

Date: _____

Date: _____

By: _____

By: _____

Permit Number: 191

Permit Granted: 8/29/05

Permit Denied: _____

Conditions added: Planning Board Conditions of 2-19-2012

Code Enforcement Officer Signature: M J Corlatta - Dan

LOT PLAN

Indicate setback from water body if construction is within 250 feet of water.

Indicate abutters of adjacent properties by name.

Locate structure on blank lot below (scale not needed).

Show distance to each sideline, to road right-of-way, (private or public), and to principal structure on neighboring properties.

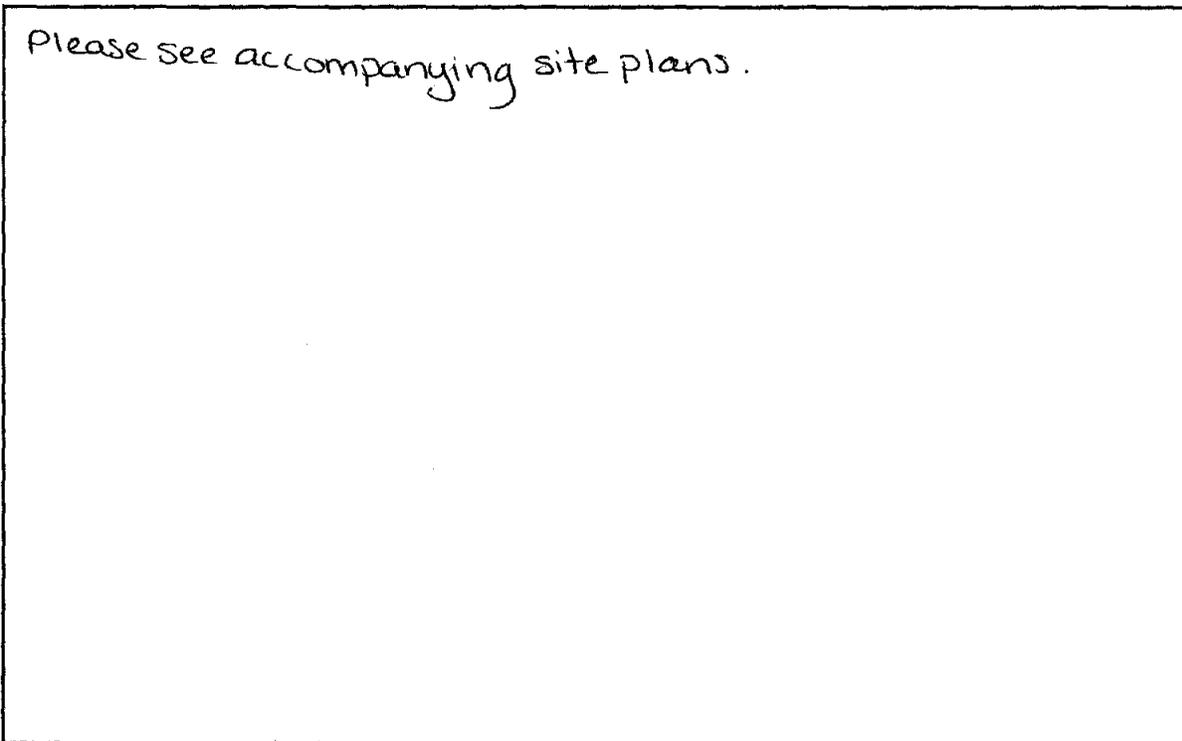
Show road or right-of-way.

Show all other primary structures presently existing on the lot.

Use a separate sketch or drawing to indicate size and shape of proposed structure, also include maximum height of structure.

(Note if work is interior or exterior remodeling, omit lot plan. Under notes below describe the work to be done.)

NORTH



WEST

EAST

SOUTH

Dimensions of lot sides: North _____ East _____ South _____ West _____

Has this property been surveyed? Yes No _____

Name of surveyor: Jerome Watts Date of Survey 2/8/02

Notes:

INITIAL _____

DATE _____

- F. With regard to the Standards for Planning Board Permits (pg. 6), the Planning Board makes the following findings:

See discussion above at Section I(D)(4) (regarding special exceptions).

II. DECISION

The Planning Board votes 5 to 0 to approve with conditions the site plan application;

The Planning Board votes 5 to 0 to approve with conditions the C1 District application; and

The Planning Board votes 5 to 0 to approve with conditions the special exception application.

CONDITIONS OF APPROVAL

1. The property shown on this plan may be developed and used only as depicted on this approved plan. All elements and features of the plan and all representations made by the applicant in the record of the Planning Board proceedings are conditions of the approval. No change from the conditions of approval is permitted unless an amended plan is first submitted to and approved by the Planning Board.
2. Prior to the commencement of any construction, the applicant shall provide the Town with a copy of an executed agreement with a telecommunications provider.
3. The owner agrees to allow shared-use of the tower if another applicant agrees to pay reasonable charges for co-location. The owner of the wireless telecommunications facility and his or her successors and assigns agree to:
 - a. respond in a timely, comprehensive manner to a request for information from a potential co-location applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
 - b. negotiate in good faith for shared use of the wireless telecommunications facility by third parties;

- c. allow shared use of the wireless telecommunications facility if an applicant agrees in writing to pay reasonable charges for co-location; and
 - d. require no more than a reasonable charge for shared use of the wireless telecommunications facility, based on community rates and generally accepted accounting principles. This charge may include, but is not limited to, a pro rata share of the cost of site selection, planning project administration, land costs, site design, construction and maintenance, financing, return on equity, depreciation, and all of the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference. The amortization of the above costs by the facility owner shall be accomplished at a reasonable rate, over the life span of the useful life of the wireless telecommunications facility.
4. The owner of the tower shall remove the tower, after due notice from the Town, upon the occurrence of the earlier of the following events: (a) the tower is not utilized for telecommunications purposes for a continuous period of 12 months; (b) the termination of the lease agreement between the owner/applicant and the telecommunications provider.
5. Prior to the commencement of any construction, the applicant shall provide the Town with a performance bond or letter of credit in an amount sufficient to cover the cost of removal of the facility if it is abandoned as set forth above, including all site reclamation costs deemed necessary to return the site to its pre-construction condition such as the removal of any road and reestablishment of vegetation. The applicant shall maintain such bond or replacement bond/letter of credit in place throughout the time period that the telecommunications tower is in existence. The performance bond or letter of credit or any replacement performance bond/letter of credit shall be subject to the prior approval of the Town Attorney.
6. The proposed facility will comply with all FCC standards for radio emissions.
7. Upon request, the applicant shall provide the Town with a list of tenants of the facility.
8. The applicant shall provide the Town with a set of keys to the Knox box in order to allow access to the site by emergency vehicles and personnel.
9. The applicant shall provide a 100' no cut "greenbelt" buffer easement as shown on the plan. The facility and related equipment shall be screened with

plants from view by abutting properties to the maximum extent practical. In addition, no vegetation shall be cut within 20' of the development perimeter. Prior to the issuance of any building permit, the applicant shall submit an executed and recorded easement deed between the applicant and the property owner showing these two easement areas.

10. Electric generators at the facility shall be operated only as necessary for emergency power and for normal maintenance and repair, and that the sound level produced by said generators and/or any and all machinery or equipment at the facility shall not exceed 65dB when measured at any property line forming the boundary of lot 2 as shown on Assessors' Map R2.

11. There shall be no lights on the tower, and all lights installed at the facility shall be mounted less than 12 feet above ground level, located and shielded to minimize light pollution, and illuminated only as necessary for work or safety at the facility.

12. The tower shall be constructed of galvanized steel, matte gray in color.

13. The applicant certifies that no "dish-type" antennas having a diameter of 24" or greater shall be attached to the tower.

14. Tower installation shall meet all local, state and federal requirements for equipment emissions.

15. The tower shall be constructed to the current ANSI/TIA Standard 222 as may be amended from time to time.

16. The only improvements to be constructed by the applicant on the property are the power/telephone area, the tower and the fence, all as shown on Plan Sheet C-3.

17. The top of any panel antennas mounted on the tower shall not exceed 190'.



R5-~~2~~
31C

SITE ACQUISITION
PERMITTING
TOWER DEVELOPMENT
CONSTRUCTION MANAGEMENT
VIEWSHED ANALYSIS

communication networks

August 23, 2005

Town of Boothbay
Marion Anderson, Code Enforcement Officer
P.O. Box 106
Boothbay, ME 04537

received
8-24-2005
mja

Dear Ms. Anderson;

Per discussions with your office I am submitting an application for a building permit for a wireless telecommunications tower to be built on River Road in Boothbay, Maine. Additionally, I am submitting an application for an equipment shelter to be located within the tower compound and antennas to be installed on the tower by Verizon Wireless.

As required by the Boothbay Planning Board at the time of conditional approval I am enclosing a removal bond in the amount of twenty thousand dollars (\$20,000), and an executed lease with Verizon wireless. Additionally, I have enclosed a copy of the lease with the property owner Harvey L. Smith, a letter of Authorization signed by Mr. Smith, and a copy of the deed to Mr. Smith's property.

I have enclosed checks in the amount of \$562.50 for the tower, and \$35.75 for the Verizon equipment shelter and antennas. The tower fee was calculated based on an assumption of 10 cents per square foot for a foundation, and the Verizon fee was calculated based on an assumption of 10 cents per square foot for a new building under 1000 square feet. If either of these fees is incorrect, or there is an additional charge for the tower or antennas that I did not include please let me know and we will remit payment immediately.

If you have any questions or concerns please do not hesitate to contact me at (207) 749-7374. All correspondence for both the tower and the Verizon building permits should come through the ATC office in Portland at 44 Exchange Street, Suite 301, Portland, ME 04101. Thank you very much for your time and consideration.

Sincerely,

Maureen Hopkins
Maureen Hopkins

44 Exchange Street, Suite 301 • Portland, Maine 04101-5018

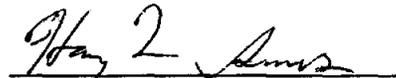
Voice: (207) 773-0242 • Fax: (207) 871-5797 • e-mail: ratc1@maine.rr.com

LETTER OF AUTHORIZATION

I, Harvey L. Smith, owner of land located on River Road, Boothbay, Maine, Tax Map R5 Lot 2, hereby authorize ATC Realty LLC / Spectrum Towers to apply to the Town of Boothbay and the State of Maine for all necessary approvals and permits to accommodate the installation of a telecommunications tower on my property.


Witness

9/24/01
Date


Harvey L. Smith

ME131

Know all Men by these Presents,

That I, HAROLD F. SMITH, of Darien, in the County of Fairfield and State of Connecticut, in consideration of one dollar and other good and valuable considerations paid by HARVEY L. SMITH, of Darien, in said County of Fairfield and State of Connecticut, the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Harvey L. Smith, his heirs and assigns forever

Vol. 377
Smith
to
Smith

A certain lot or parcel of land with the buildings thereon, situated in Boothbay, Lincoln County and State of Maine, bounded and described as follows, to wit:

BEGINNING on the easterly side of Route #27 at the southwesterly corner of land of Amos Barter; thence in an easterly direction following an old stone wall to a bolt at the end of a wire fence; thence in an easterly direction following the wire fence to a bolt on River Road; thence southerly along the westerly side of River Road to a point where said road intersects Route #27; thence northerly along the easterly side of Route #27 to point of beginning.

Meaning and intending to convey the same premises as Kenneth P. Gray conveyed to me by Warranty Deed dated March 16, 1959 and recorded in the Lincoln County Registry of Deeds in Book 546, Page 110.

SUBJECT to any and all rights which the State of Maine, the Central Maine Power Company or the Town of Boothbay may have in and to the property in question for highway rights or pole rights.

To Have and to Hold the aforesaid and bargained premises with all the privileges and appurtenances thereof to the said HARVEY L. SMITH, his heirs and assigns, to their use and behoof forever. And I do covenant with the said Grantee, his heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all encumbrances, that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will WARRANT AND DEFEND the same to the said Grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Harold F. Smith and Hazel Smith, wife of the said Harold F. Smith,

joining in this deed as Grantor, and relinquishing and conveying her right by descent and all other rights in the above described premises, have hereunto set our hands and seals, this 11th day of May, in the year of our Lord one thousand nine hundred and sixty-two.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF
John C. Weisheit

Harold F. Smith SEAL
Hazel Smith SEAL

John C. Weisheit \$2.20
Notary Public
Maine

State of ~~Maine~~ Connecticut } ss.
County of ~~Lincoln~~ Fairfield, Harold F. Smith
above named Personally appeared the

and acknowledged the foregoing instrument to be his free act and deed.
NOTARIAL SEAL BEFORE ME, Evelyn S. Weisheit

Notary Public

Received MAY 21, 1962 at 8 o'clock 55 m. A. M. and recorded from the original.
Attest: Edw. H. [Signature] Registrar.

REDACTEDSite Lease

THIS AGREEMENT, is made as of this 5th day of August, 2005, by and between Spectrum Resources Towers, L.P. ("Owner") and Portland Cellular Partnership, d/b/a Verizon Wireless ("User").

WITNESSETH:

WHEREAS, Mesa Communications Group LLC and Celco Partnership, d/b/a Verizon Wireless are parties to that certain Master Lease Agreement dated April 19, 2001 (the "Master Agreement") for the leasing of space on certain buildings and/or properties owned, leased, licensed or managed by Owner; and

WHEREAS, Owner and User desire, pursuant to the Master Agreement, to execute a Site Lease for Owner's Site referenced below;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and User agree as follows:

1. Any capitalized term used, but not defined, herein shall have the meaning ascribed to such term in the Master Agreement.

2. Owner and User agree that, except as modified herein, all of the terms, covenants and conditions contained in the Master Agreement are incorporated in this Site Lease by reference and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms of the Master Agreement and the terms of this Site Lease, the terms of this Site Lease shall control.

3. The following are the terms and conditions of this Site Lease:

a. Site Name: ME 131 Boothbay

b. Site Address: River Road
Boothbay, Maine 04537

c. County: Lincoln

d. Geodetic Coordinates:

North Latitude: 43-54-54

West Longitude: 69-36-48

e. Leased Premises:

(i) Space for 12 antennas to be mounted at the 190' level of the tower (mounting method and exact location of antennas and transmission lines subject to Owner's approval).

(ii) Ground space measuring 16' x 40' near the base of the tower for User's 12' x 30' private equipment shelter (location of shelter to be as shown in Exhibit A-4 attached hereto or at such other location mutually agreed upon in writing by Owner and User).

f. Commencement Date: The earlier of (i) the date User commences installation of its Equipment, or (ii) the first day of the month after Owner provides User with written notice that the following contingencies are satisfied: (A) the tower has been constructed, (B) electrical service has been installed at the power demarcation point, (C) a telephone service pathway (consisting of either a conduit or telephone poles) has been installed to the Site, and (D) a telephone connection box has been installed at the Site.

g. Base Rent:

h. Electric Fee: Separately Metered

i. Annual Increase:

j. Payments: All sums payable hereunder by User, including, but not limited to, the monthly Base Rent, shall be payable to Spectrum Resources Towers, L.P. and delivered to Spectrum Resources Towers, L.P., P.O. Box 75283, Baltimore, MD 21275-5283

k. Site Access Procedures: (Standard)

(i) Owner's emergency access contact: (888) 508-6937

(ii) User's emergency access contact: Network Operations Control Center (800) 852-2671

Attachments: Exhibit A-1: User Equipment

Exhibit A-2: Applicable Licenses

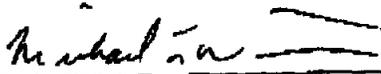
Exhibit A-3: Ground Lease

Exhibit A-4: User's Ground Space

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

Owner: SPECTRUM RESOURCES TOWERS, L.P.

By: Mesa Communications Group LLC
Its General Partner

By: 
Michael T. Williams
President

User: PORTLAND CELLULAR PARTNERSHIP, d/b/a VERIZON WIRELESS

By: Celco Partnership
Its General Partner

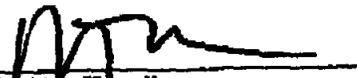
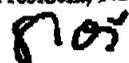
By: 
David R. Heverling
Vice-President, Network - Northeast Area


EXHIBIT A-2
Applicable Licenses

PCS Broadband License - KNLH266 - Portland Cellular Partnership

Call Sign	KNLH266	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular
Market			
Market	BTA357 - Portland-Brunswick, ME	Channel Block	E
Submarket	0	Associated Frequencies (MHz)	1885.00000-1890.00000 1965.00000-1970.00000

Dates

Grant	06/27/1997	Expiration	06/27/2007
Effective	10/02/2003	Cancellation	

Buildout Deadlines

1st	06/27/2002	2nd	
-----	------------	-----	--

Notification Dates

1st	06/04/2002	2nd	
-----	------------	-----	--

Licensee

Licensee ID	L00013046	FRN	0003682887	Type	Partnership
SGIN	000				

Licensee

Portland Cellular Partnership One Verizon Place (MC: GA3B1REG) Alpharetta, GA 30004-8511 ATTN Regulatory	P:(678)339-4271 F:(678)339-8552 E:Pamelia.Hoof@VerizonWireless.com
---	--

Contact

Verizon Wireless Pamela Y Hoof One Verizon Place (MC: GA3B1REG) Alpharetta, GA 30004-8511	P:(678)339-4271 F:(678)339-8552 E:Pamelia.Hoof@VerizonWireless.com
--	--

Qualifications, Ownership, and Demographics

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

Alien Ownership

Is the Applicant a foreign government or the representative of any foreign government?	No
Is the Applicant an alien or the representative of an alien?	No
Is the Applicant a corporation organized under the laws of any foreign government?	No
Is the Applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	No
Is the Applicant directly or indirectly controlled by any other	Yes

corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?

Basic Qualifications

Has the Applicant or any party to this application or amendment had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? **No**

Has the Applicant or any party to this application or amendment, or any party directly or indirectly controlling the Applicant, ever been convicted of a felony by any state or federal court? **No**

Has any court finally adjudged the Applicant or any party directly or indirectly controlling the Applicant guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition? **No**

Is the Applicant or any party directly or indirectly controlling the Applicant, currently a party in any pending matter referred to in the preceding two items? **Yes**

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Race

Hispanic/Latino

Gender

EXHIBIT A-3

Ground Lease

[see attached]

SITE AGREEMENT

Site Name: Boothbay
Site I. D.: ME 131

Site Address: River Road
Boothbay, Maine 04537

1. **Premises and Use.** In consideration of the expenditures and efforts of lessee to develop and use the premises described below, the undersigned (jointly and severally, the "Owner") hereby leases to Spectrum Resources Towers, L.P., a Delaware limited partnership ("Spectrum"), or its permitted assignee, the site described below:

The exclusive right to use and occupy, subject to the terms of this Agreement, certain real property consisting of approximately 10,000 square feet of land, as approximately described and shown on Exhibit A attached hereto, together with non-exclusive easements between the stated real property and (a) a public right of way, for reasonable access thereto, (b) the appropriate, in the discretion of Spectrum, sources of electric and telephone facilities, and (c) such points as may be appropriate or necessary, as reasonably determined by Spectrum in accordance with good engineering practices, (collectively, the "Site"). The Site will be used for the purposes of installing, maintaining and/or operating, at Spectrum's expense, a wireless communications facility, including, without limitation, an antenna tower or pole, foundation, utility lines, equipment shelters, radio equipment, antennas, and supporting equipment thereto (collectively, the "Facility"), or for any other use permitted by applicable law. Title to the Facility shall be held by Spectrum and the Facility shall remain Spectrum's personal property and in no event shall be construed as fixtures. Spectrum will use the Site and the Facility in a manner which will not unreasonably disturb the occupancy by the Owner or, if applicable, the Owner's tenants of adjoining properties.

2. **Term.** The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") Spectrum signs this Agreement. This Agreement will be automatically renewed for seven (7) additional terms (each a "Renewal Term" of five years each, unless Spectrum provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. After the completion of construction of the Facility, if Spectrum terminates the Agreement prior to the expiration of any renewal term, under the provisions of paragraph 12 (d) contained herein, Spectrum shall pay Owner a termination fee of twelve (12) months rent at the then current rate.

3. **Rent.** Beginning with the earlier of the date upon which construction of the Facility is commenced, or one (1) year from the Commencement Date, rent will be paid in equal monthly installments, payable in advance and on the first day of each month, of [REDACTED], equaling an initial annual rent of \$[REDACTED], partial months to be prorated. Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and any Renewal Term(s), the then current rent payable by Spectrum to Owner shall be increased by an amount equal to the greater of (i) [REDACTED] percent over the rent payable by Spectrum for the preceding twelve (12) month period; or (ii) the percentage increase which occurred in the Consumer Price Index ("CPI"), as defined below, for the most recent twelve (12) month period for which the CPI is published, provided that on no event shall an annual increase based on the CPI exceed five (5%) percent.

CPI as used herein shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, All Urban Consumers, All Items (1982-84=100), or an equivalent successor official index then in effect. In the event that the Bureau of Labor Statistics changes the form or basis for computation of the CPI, a reliable governmental or other non-partisan publication of Owner's choice evaluating substantially the same information previously used in determining the CPI shall be used. No adjustments or recalculations, retroactive or projective, shall be made because of any revision, which may later be made in the first published figure of the CPI.

Upon execution of this Agreement by both parties, Spectrum will pay to the Owner a one-time nonrefundable good faith payment in the amount of [REDACTED].

4. **Title, Quiet Possession, and Access.** Owner represents and agrees (a) that it is the owner of the Site pursuant to the instrument set forth on Exhibit A attached hereto; (b) that the Site is free from all encumbrances except as set forth on Exhibit A attached hereto; (c) that it has the right to enter into this Agreement; (d) that the person signing this Agreement has the authority to sign; (e) that Spectrum, its employees, agents, subcontractors, clients, and invitees are entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Spectrum is not in default beyond the expiration of any cure period; and (f) that Owner will not have unsupervised access to the Site or to the related Facility. Owner further represents, agrees and covenants that during the Initial Term and Renewal Terms of this Agreement Owner will not use, or permit others to use, any part of any real property currently owned, or hereafter acquired, by Owner within five (5) miles of the Site for any type of communications tower. Owner shall execute a recordable covenant reciting this restriction upon Spectrum's request, which Spectrum may record among the applicable land records.

5. **Assignment/Subletting.** Neither Owner nor Spectrum will assign or transfer this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Spectrum may assign without Owner's prior written consent to any entity that is owned in whole or in part by, or under common control with, Spectrum, its general partner identified below, or any of Spectrum's investors, or to any party which acquires substantially all of the assets of Spectrum ("Assignee"). Upon such permitted assignment or transfer, Spectrum will have no further liability under the Agreement, provided that the Assignee assumes the obligations of the Agreement in writing. Notwithstanding the foregoing, it is the express intention of the parties that Spectrum shall be allowed to sublet, or otherwise grant use rights to all or any portion of the Site and/or the Facility without the prior written consent of Owner, it being the express intention of Spectrum to lease or license antenna and related space of the Facility to separate wireless communication carriers.

6. **Sale of Site.** Owner may sell the subject Site; provided it is sold subject to this Site Agreement, and any instrument effecting said conveyance should specifically refer to this Site Agreement.

7. **Notices.** All notices must be in writing and are effective, when deposited in the U.S. mail, certified and postage prepaid, on the third business day after their deposit, or, when sent via overnight delivery, on the next business day after their deposit, in either event to the respective addresses set forth herein below, or as otherwise provided by law.

8. **Improvements and Taxes.** Spectrum may, at its expense, make such further improvements on or to the Site as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications, which improvements, when made, shall be considered part of the Facility. Owner agrees to cooperate with Spectrum with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, Spectrum shall remove the Facility and any and all of its other property located upon the Site, excepting the foundation, and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. If personal property taxes are assessed, Spectrum will be responsible and pay for such portion of the personal property taxes attributable to the Facility. Owner shall pay all real estate taxes, provided that Spectrum shall pay to Owner any and all increases in real estate taxes imposed upon the Property as a result of the construction or installation of the Facility on the Site. Owner shall provide written evidence of all such increases in taxes, to Spectrum in a timely manner.

9. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Spectrum will substantially comply with all applicable laws relating to its possession and use of the Site.

10. **Interference.** Spectrum shall make every reasonable effort to ensure that it, and any sublessee or other user deriving their right to use the Site or Facility from Spectrum, shall comply with any and all regulations or industry accepted practices regarding technical interference at the Site. Likewise, Owner will not permit the installation of any future equipment on the Site that results in technical interference problems with Spectrum's, or any sublessee's or user's then existing equipment upon or comprising the Facility.

11. **Utilities.** Spectrum will pay for all utility connections to the Site, the cost of installing separate meters, if elected by Spectrum, as well as the recurring cost of utilities used by it at the Site. Owner will cooperate with Spectrum in Spectrum's efforts to obtain utilities from any location provided by Owner or the servicing utility and, if required, Owner agrees to grant easements as may be required by said utility companies to provide such service to the site.

12. **Termination.** Spectrum may terminate this Agreement at any time by notice to Owner without further liability after the exercise of good faith, if (a) Spectrum does not obtain all permits or other approvals (collectively, "approval") required from any municipal and/or governmental authority or any easements required from any third party to construct/operate the Facility for its intended use, or (b) if any such approval is canceled, expires or is withdrawn or terminated, or (c) if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or (d) if Spectrum, for any other reason, in its sole discretion, determines that it will be unable to use the Site for its intended purpose.

13. **Default.** If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, but may otherwise be cured within thirty (30) days, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and said default is substantially cured within ninety (90) days of the initial notice of default.

14. **Indemnity.** Owner and Spectrum each indemnify the other against and hold the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of the Site or Facility by the actions or culpable omissions of the indemnifying party, its employees, agents or independent contractors. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct or omission of the party seeking indemnification.

15. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, ground contamination, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Spectrum will not introduce or use any such substance on the Site in violation of any applicable law. Owner shall indemnify Spectrum against and hold it harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or losses that arise out of any occurrence or condition causing the presence of any such substance on the Site that occurred prior to the date of this Agreement. Spectrum shall indemnify Owner against and hold it harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or losses that arise out of any occurrence or condition causing the presence of any such substance on the Site that occurred as a result of Spectrum's occupancy.

16. **Waiver of Owner's Lien/Mortgagee Protection.** Spectrum shall have the right, at any time, and from time to time, during the term of this Agreement (or any renewal or extension hereof) to mortgage this Agreement, in whole or in part, to any entity or third party, without Owner's consent. The following provisions shall be effective at any time that Owner has received notice that Spectrum has mortgaged its leasehold interest under this Agreement:

(a) After receipt by Spectrum of a notice of default under this Agreement and the expiration of any applicable period of cure given to Spectrum hereunder, Owner shall deliver an additional notice ("Mortgagee's Notice") to Spectrum's leasehold mortgagee ("Leasehold Mortgagee") specifying the default and stating that Spectrum's period of cure has expired. Leasehold Mortgagee shall thereupon have the additional period(s) of time to cure any uncured default, as set forth below, without payment of default charges, fees, late charges or interest that might otherwise be payable by Spectrum. Owner shall not terminate the Agreement or exercise its other remedies under the Agreement if:

(i) Within thirty (30) days after Leasehold Mortgagee's receipt of the Mortgagee's Notice, Leasehold Mortgagee (A) cures the default, or (B) if the default reasonably requires more than thirty (30) days to cure, commences to cure said default and diligently prosecutes the same to completion; or

(ii) Where the default cannot be cured by payment or expenditure of money or without possession of the Property or otherwise, Leasehold Mortgagee shall have the right to access the Demised Premises and any other of Spectrum's rights under this Agreement necessary to effectuate a cure of the default.

(b) Owner agrees to accept performance by Leasehold Mortgagee of all cures, conditions and covenants as though performed by Spectrum, and agrees to permit Leasehold Mortgagee access to the Property to take all such actions as may be necessary or useful to perform any condition or covenants of the Agreement or to cure any default of Spectrum.

(c) Upon Leasehold Mortgagee's acquisition of the Agreement by foreclosure, whether by power of sale or otherwise or by deed or assignment in lieu of foreclosure, or if a receiver be appointed, the Agreement shall continue in full force and effect. Leasehold Mortgagee or any other purchaser at a foreclosure sale of the leasehold mortgage (or Leasehold Mortgagee or its nominee if one of them enters into a new lease with Owner) shall succeed to all the rights of Spectrum in any security or other deposits or other impound payments.

(d) If Leasehold Mortgagee commences enforcement of the Leasehold Mortgage, then upon Leasehold Mortgagee's acquisition of the Agreement, Leasehold Mortgagee shall cure all prior defaults of Spectrum under the Agreement that are reasonably capable of being cured by Leasehold Mortgagee within the time set forth in Section 16(a)(i) above, and Owner shall treat Leasehold Mortgagee as the tenant under the Agreement. If Leasehold Mortgagee cures all defaults by Spectrum and does not acquire the Agreement, or if Leasehold Mortgagee commences enforcement under its leasehold mortgage, and thereafter Spectrum cures such defaults (which cure Owner shall be obligated to accept) and Leasehold Mortgagee then terminates its enforcement remedies, then the Agreement shall remain in full force and effect between Owner and Spectrum.

(e) Owner waives any lien rights it may have concerning the Facility, which is deemed Spectrum's personal property and not fixtures, and Spectrum has the right to remove the same at any time without Owner's consent. Owner consents to the grant by Spectrum to Leasehold Mortgagee of (and hereby subordinates any such lien it may have to) the lien on and security interest in all assets and personal property of Spectrum located on the Demised Premises, including, but not limited to, inventory, goods, machinery and equipment (the "Personal Property") and agrees that the same, even if deemed "fixtures" under applicable law, shall not become the property of Owner upon Agreement termination or expiration. In connection with any foreclosure or similar action relating to the Personal Property, Leasehold Mortgagee (or its representatives) may enter the Demised Premises to implement such action without liability therefor; provided that (a) rent is paid during occupancy by Leasehold Mortgagee and (b) Leasehold Mortgagee pays for damages caused by Leasehold Mortgagee or its representatives in removing the Personal Property.

(f) Owner agrees to provide any such Leasehold Mortgagee with an estoppel statement regarding the above facts, such as the lack of a default hereunder, and any other information or document reasonably requested, such as a non-disturbance, subordination and attornment agreement, within ten (10) days after Owner receives a request to do so. Owner shall be conclusively deemed to have approved any requested estoppel statement if the same is not returned to Spectrum within the ten (10) day period.

(g) No modification or termination of the Agreement shall be effective without Leasehold Mortgagee's prior written consent. No notice of default by Owner shall be effective unless a copy thereof is delivered concurrently to Leasehold Mortgagee. Any notice required to be given to Leasehold Mortgagee pursuant to this Section 16 shall be delivered to the following address (or at such other address as may be designated in writing by Spectrum or Leasehold Mortgagee from time to time) in accordance with the notice requirements set forth in Section 7 of this Agreement: Union Bank of California, N.A., Communications/Media Division, 445 South Figueroa Street, Los Angeles, CA 90071

17. **Insurance.** Spectrum, at its sole cost and expense, shall procure and maintain bodily injury and property insurance on the communication facility with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Spectrum, its employees and agents arising out of or in connection with Spectrum's use of the site as provided herein, and shall name Owner as additional insured, at no expense to the Owner. A copy of such policy shall be furnished to Owner within 30 days of written request.

18. **Site Plan Drawings.** Prior to the commencement of construction of the Facility on the Site, Spectrum shall submit to Owner site plan drawings ("Site Plan Drawings"), which shall detail the plans and specifications for Spectrum's Facility; the cost of which shall be paid entirely by Spectrum. Owner shall approve the Site Plan Drawings within thirty (30) days from submission or provide specific reasons for disapproval. In the event that Owner does not approve or provide reasons for disapproval of the Site Plan Drawings within thirty (30) days, then the Site Plan Drawings shall be deemed approved.

19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) Owner agrees promptly to execute and deliver to Spectrum, simultaneously herewith or forthwith hereafter, a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement (or, as applicable, defense) costs and expenses from the non-prevailing party. The following Exhibits are attached to and made a part of this Agreement: Exhibit A & B.

"OWNER"

Spectrum Resources Towers, L.P. ("Spectrum")

By: Harvey L. Smith
Harvey L. Smith

By: Michael - [Signature]

Date: 8/2/01

Date: July 24, 2001

Address: 6400 Arlington Boulevard #1000
Falls Church, Virginia 22042

Address: 10 Ivy Place
NORWALK, CT 06854

(See Addendum A, if necessary, for continuation of Owner signatures)

EXHIBIT A

Site Agreement - Site Description - Permitted Exceptions

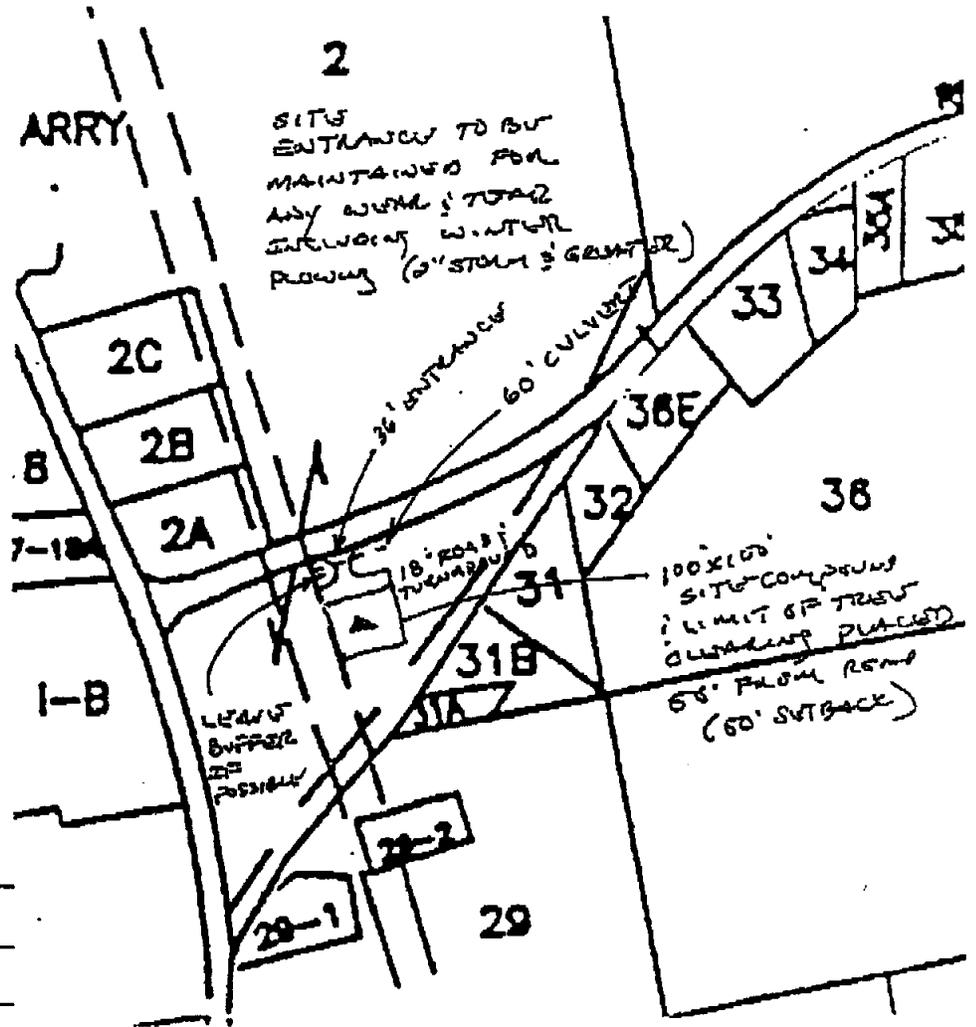
Site Name: Boothbay

Site I.D. ME131

Site situated in the Town of Boothbay, County of Lincoln, and State of Maine, commonly described as follows:

Legal Description: A portion of the premises located at River Road, Boothbay, Lincoln County, and more particularly described in Deed to Harvey L. Smith dated 5/11/62 and recorded in the Lincoln County Registry of Deeds at Book 577 Page 87.

Sketch of Site:



Permitted Exceptions: _____

Owners Initials: RLS

Spectrum Initials: mm

Note: Owner and Spectrum may, at Spectrum's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

EXHIBIT B
MEMORANDUM OF SITE AGREEMENT

Site Name: Boothbay

Site I.D.: ME131

In accordance with 33 M.R.S.A. Section 201, notice is hereby given of a certain Lease dated _____, 2001, by and between Harvey L. Smith, Owner, and Spectrum Resources Towers, LP ("Spectrum"), as Tenant.

1. PREMISES LEASED: 100' x 100' SF
2. TERM: Five (5) years
3. RENEWALS OR EXTENSIONS: Seven (7) Five-year (5 yr) renewals
4. OPTIONS TO PURCHASE; TRANSFER OF TITLE: N/A
5. This Memorandum of Lease is for notice purposes only. If there is conflict between the Lease and this Memorandum of Lease, the terms of the Lease shall prevail.
6. The registry reference for the leased premises is: Book ____ Page ____ of the Lincoln County Registry of Deeds. See attached Exhibit A.

Dated: _____, 2001

WITNESS:

Harvey L. Smith, Owner

WITNESS:

Spectrum Resources Towers, LP, Tenant

By: _____

Its:

State of _____

County of _____

Personally appeared before me on _____, 2001 the above-named _____ and acknowledged the foregoing instrument to be his / her free act and deed in his / her capacity.

Notary Public State of _____

My Commission expires: _____

State of _____

County of _____

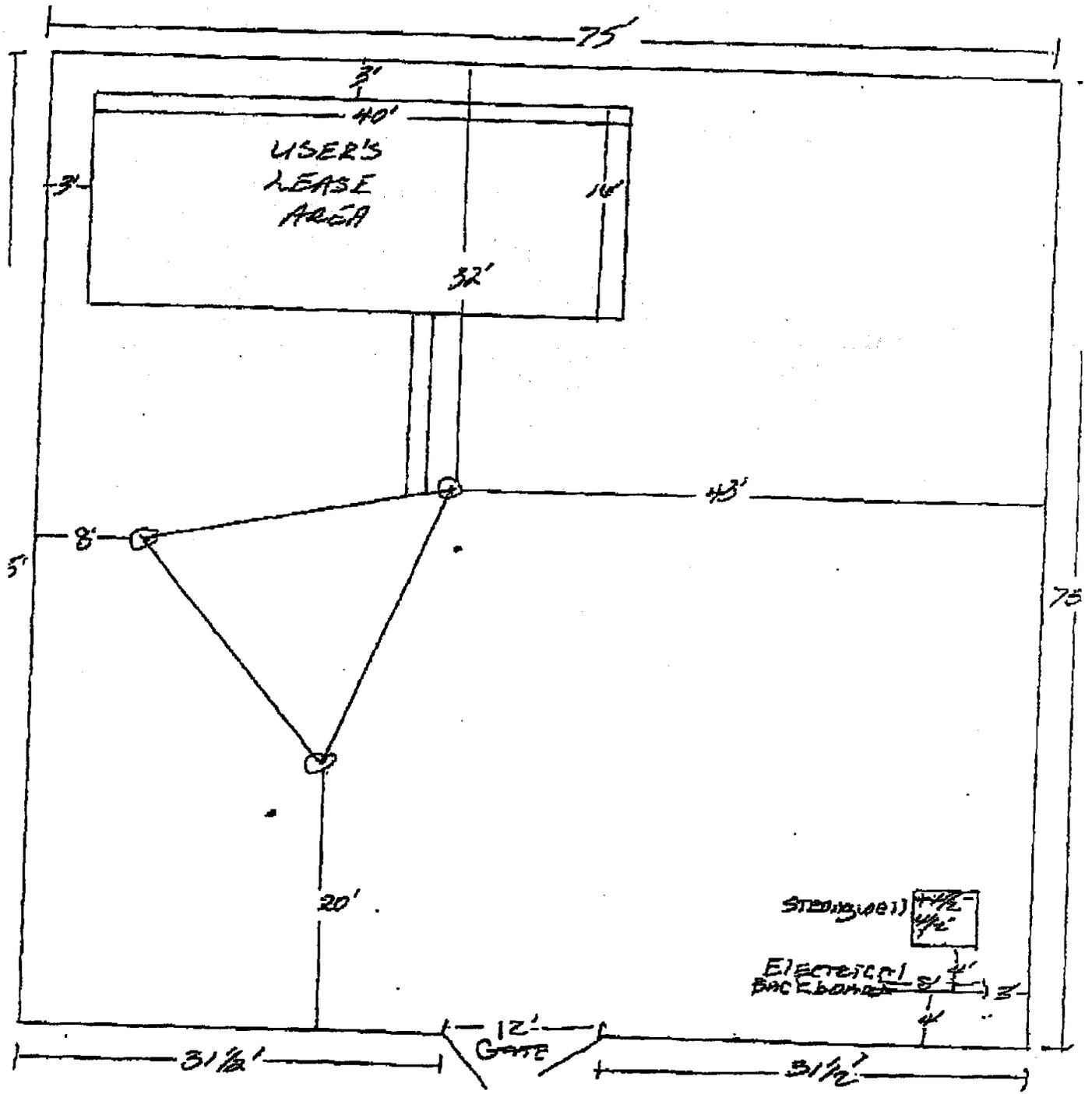
Personally appeared before me on _____, 2001 the above-named _____ of Spectrum Resources Towers, L.P., thereunto duly authorized and acknowledged the foregoing instrument to be his / her free act and deed in his / her said capacity and the free act and deed of said limited partnership.

Notary Public State of _____

My Commission expires: _____

EXHIBIT A-4
User's Ground Space

[see attached]



Boothday
ME131

↓ NORTH

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we Spectrum Resouces Towers, L.P., a corporation duly organized under the laws of the State of GA, as Principal and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Town of Boothbay as Obligee, in the amount of Twenty Thousand Dollars and 00/100 (\$20,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at River Road, Boothbay, ME. Site ID: ME 131 Boothbay Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at 10045 Red Run Boulevard, Suite 370 Owings Mills, MD 21117 by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The Surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to 1011 Wiscasset Road, P.O. Box 106, Boothbay, ME 04537 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. Provided that no action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed by continuation certificate, in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by neither the Surety, nor failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

The term of this bond commences effective August 2, 2005 and shall expire August 1, 2006.

Signed, sealed, and witnessed this 2nd day of August, 2005.

Veronica Lopez
Witness

Spectrum Resouces Towers, L.P.
[Signature]
Principal

Rachel L. Bucciari
Witness Rachel L. Bucciari

Surety
Liberty Mutual Insurance Company
[Signature]
Terry D. Reynolds, Attorney-in-Fact

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Mutual Surety (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

MARY ANN MARBURY, BRADLEY T. SENN, MICHAEL A. WALTER, TERRY D. REYNOLDS, DEBORAH B. BROWN, DIANA L. PARKER, ALL OF THE CITY OF COLUMBIA, STATE OF MARYLAND.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 8th day of December, 2003.

LIBERTY MUTUAL INSURANCE COMPANY

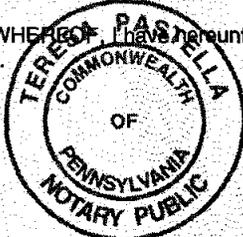


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of December, 2003, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of August, 2005.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.