x :

<u>Exhibit I</u>

Foundation and Tower Design Plans

CROWN CASTLE USA INC

Sabre

190' Sabre Model Monopole Dale Hollow, KY

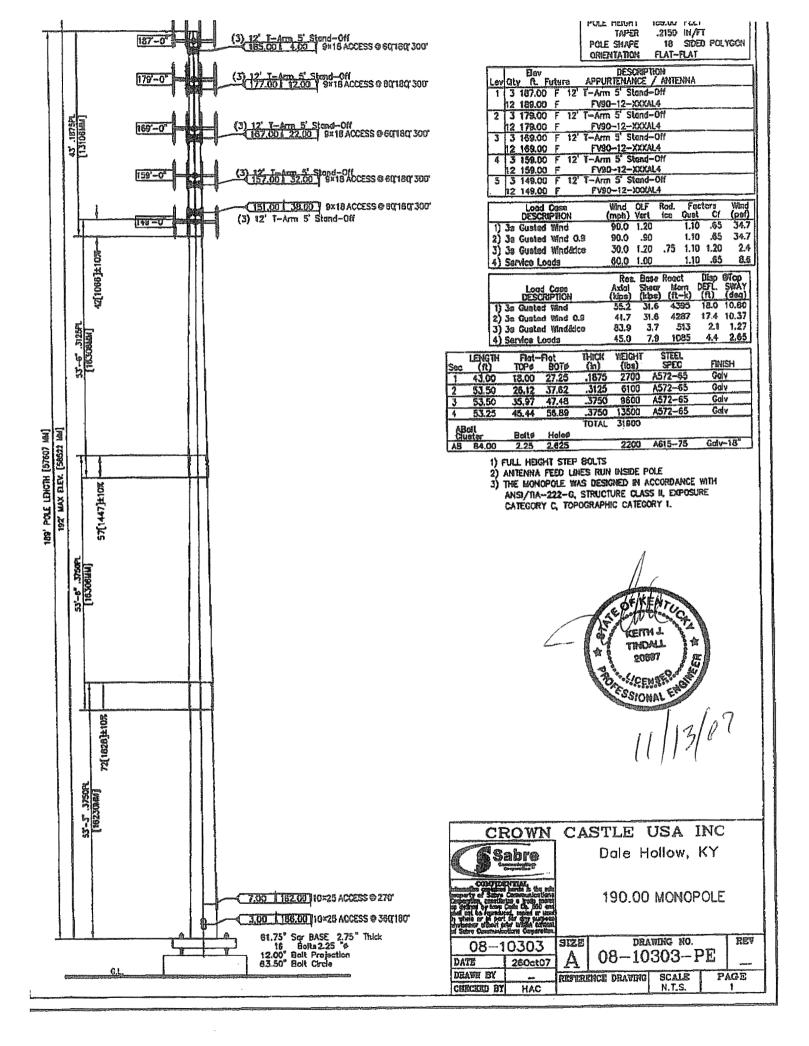
Sabre Job Number 08-10303 REVISED STAMPED PERMIT DRAWINGS

YOUR SABRE REPRESENTATIVE IS Connie Carey 1-800-369-6690 EXT. 188



2101 Murray Street • P.O. Box 658 • Sioux City, Iowa 51102 USA Phone: (712) 258-6690 • Fax: (712) 258-8250 www.sabrecom.com

Structural Design Report 190' Monopole located at: Dale Hollow, KY
prepared for: CROWN CASTLE USA INC by: Sabre Communications Corporation [™]
Job Number: 08-10303 Revision B
November 13, 2007
Monopole Profile
Foundation Design Summary 2
Pole Calculation
Foundation Calculations A1-A3
Monopole by HAC Foundation by KJT Approved by KJT

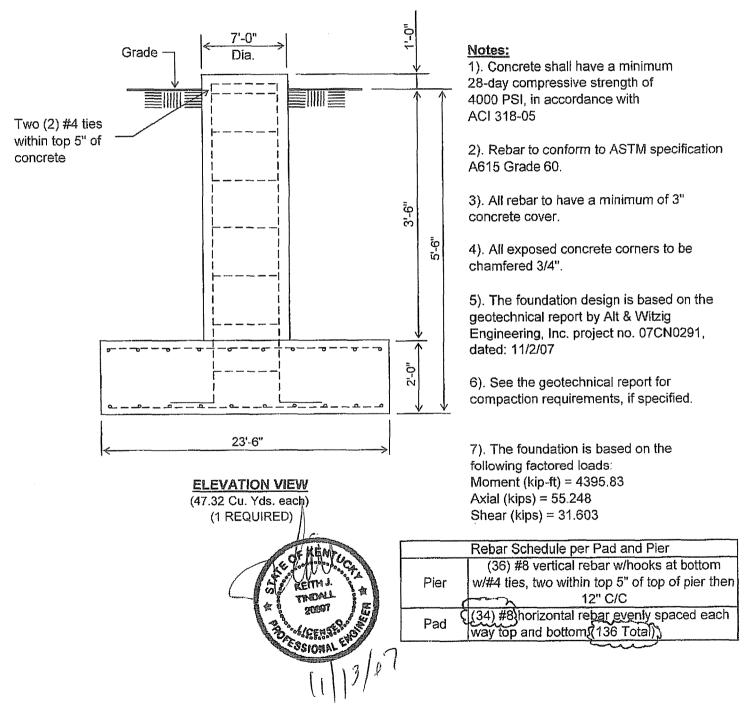




Page: 2 Date: 11/13/07 By: KJT Revision B

Customer: CROWN CASTLE USA INC Site: Dale Hollow, KY

190' Monopole at 90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G-2005 Antenna Loading per Page 1



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2101 Murray Street Sioux City, IA 5110)1	ukunn un Dale 1	Bollow,			<u>Fx 71</u>	2.258.8250	
	TOP DIAME BOTTOM DIAME POLE HEIGH BASE HEIGH E-MODULUS	TER 18.1 TER 56.0 T 189.0 T 1.1 2900	00 in. [89 in. [00 ft. 00 ft. 00 ksi [18.28 in 57.76 in 18 SIDEL ABOVE GF 12000 ks	. Point . Point . FLAT ROUND Si SHEAF	-Point] -Point] ORIEN MODULU	TATION S]	
	NO. X, ft Qty 1 187.00 3 2 179.00 3 3 169.00 3 4 159.00 3 5 149.00 3	Descr. 12' T-Ari 12' T-Ari 12' T-Ari 12' T-Ari 12' T-Ari 12' T-Ari	m 5' Star m 5' Star	nd-Off nd-Off		Futu Futu Futu	re Appurt re Appurt re Appurt re Appurt re Appurt	
Some wind	d forces may hav	ve been der	ived from	m full-so	cale win	nd tunne	1 tests.	
Pole Bottom 1	Thick Conne	ect LAP	Taper 1	length 1	Veight	Steel	Bore	
Section X,ft.		e_{TNUT} $\frac{\text{in}}{12}$	<u>in/ft</u> 2150	<u>ft.</u> 43 00	<u>1953</u>	Spec A572-6	5 GALVANIZE	
1 43.00 . 2 93.00 .	31250 SLIP-	JNT 57.	.2150	53.50	5697	A572-6	5 GALVANIZE	
3 141.75 .	37500 SLIP-	JNT 72.	2150	53.50	8959	A572-6	5 GALVANIZE	
4 189.00.	37500 C-WE	LD	.2150	53.25	10952	A572-0	55 GALVANIZE	İ
SECTION PROPERTIE	S and the second s						₽₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩	
	Ar	ea Iz n ² in ⁴	IxIy in ⁴	SxSy in ³	w/t	d/t	F.(ksi)	
							anna an	
2,25 186,75 56	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 848\\ 912\\ 812\\ 9086\\ 1096\\ 11406\\ 121406\\ 121406\\ 121406\\ 27369\\ 4382\\ 1406\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 27369\\ 4382\\ 29988\\ 11976\\ 4474\\ 19062\\ 222026\\ 22580\\ 22999\\ 222026\\ 22999\\ 22999\\ 33466\\ 704\\ 4708\\ 5282\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 33466\\ 704\\ 4708\\ 5282\\ 542\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5422\\ 29999\\ 44208\\ 5428$	70520 87540 95500 10331 1229331 1229331 1447670 1449332 1447670 1449332 1447932 1447670 1508029 2021208 2235059 2255059 2255050000000000	47750805487032662303110687355253208231565023 4884851964132616296421236055174206510124693839 1011122222223333344444555566666666777888899 1011122222223333344444555566666666777888899	678901234530001223445569344556677851111222224040628406288616161616912727272727279 555678901233344555677888861616161691272727272727279 55567789012333445556778885566778889999000011222222222 5567789001222211111111111111111111112222222222	03052974139049372615917543109762065321987547 	65.00 TOP 65.00 PO 65.00 PO 65.00 PO 65.00 PO 65.00 PO 65.00 Slip-BO1 65.00 Slip-BO1 65.00 Slip-TO2 65.00 65.00 65.00 65.00 65.00 Slip-TO3 65.00 Slip-TO3 65.00 65.00 65.00 Slip-TO3 65.00 Slip-BO2 65.00 Slip-BO3 65.00 Slip-BO3 65.00 Slip-TO4 65.00 Slip-TO4 65.00 65.00 65.00 Slip-TO4 65.00 65.00 65.00 Slip-TO4 65.00 65.0	02 03 04 05

Sioux City, IA 51101		Ph 712.258.6690 Fx 712.258.8250
CASE - 1: 3s Gusted WindWINDOLF1.60VERTICAL OLF1.20DESIGNICE.00 inGUSTFACTOR(Gh)1.10FORCECOEFF(Cf).65IMPORTANCEFAC(I)1.00DIRECTIONFAC(Kd).95TOPOGRAPHICCAT1	GUSTED WIND (3sec)90.0 mphEXP-CAT/STRUC CLASSC-IIEXP-POWER COEFF2105REFERENCE HEIGHT900.0 ftPRESSURE @ 32.7 ft34.7 psfBASE ABOVE Grd1.0CREST HEIGHT.0 ft	144.8 kph 1659.0 Pa
<pre># Qty Description 1 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 2 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXAL4 3 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXAL4 4 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXAL4 5 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXAL4</pre>	Center WEIGHT AREA Line each each Tx-CABLE Line each Elev-Ft Lbs Ft^2 Type Qty #/F1 187.0 281 64.6 189.0 30 1 5/8" 12 1.04 179.0 281 64.6 1 5/8" 12 1.04 169.0 30 1 5/8" 12 1.04 169.0 281 64.6 1 5/8" 12 1.04 169.0 281 64.6 1 5/8" 12 1.04 169.0 30 1 5/8" 12 1.04 169.0 30 1 5/8" 12 1.04 169.0 30 1 5/8" 12 1.04 149.0 281 64.6 1 5/8" 12 1.04	FORCES MOM. FORCES MOM. WIND Tra-Y Ax-Z Lg-X 50.1 3.24 -1.0 8 450.2 -3.2 -3.2 -3.2 49.7 3.21 -1.0 8 49.1 3.17 -1.0 8 49.1 3.17 -1.0 8 49.1 3.13 -1.0 8 49.1 -3.0 8 3.0 48.5 3.13 -1.0 8 47.8 3.09 -1.0 8 47.8 -2.7 8
RESOLTS WIND ICE :1 X, ft Kzt psf in IShea: 189.00 1.00 32.65 .00 .0 187.00 1.00 32.39 .00 .0 187.00 1.00 32.39 .00 .0 179.00 1.00 32.28 .00 .0 179.00 1.00 31.89 .00 .0 164.00 1.00 31.49 .00 .0 159.00 1.00 31.06 .00 .0 149.50 1.00 31.07 .00 .0 144.00 1.00 30.71 .00 .0 131.00 1.00 29.74 .00 .0 121.00 1.00 29.74 .00 .0 121.00 1.00 28.93 .00 .0 100.0 28.93 .00 .0 .0 110.0 1.00 28.63 .00 .0	FORCES, kips:MOMENTS, ft-kips rX ShearY Axia2 BendX BendY To 01 0 0 0 4.18 -3.89 0 4.47 -4.0 -22.1 0 6.63 -7.6 -36.3 0 8.94 -7.9 -79.5 0 13.07 -11.5 -124.9 0 13.37 -11.9 -190.3 0 17.39 -15.5 -257.9 0 17.65 -16.0 -344.8 0 17.80 -16.3 -424.3 0 21.55 -19.7 -438.6 0 22.18 -21.3 -607.8 0 22.18 -21.3 -607.8 0 22.18 -21.3 -607.8 0 23.45 -23.5 -945.0 0 23.46 -26.8 -1418.3 0 24.46 -26.8 -1418.3 0 24.64 -27.3 -1540.0 0 25.25 -29.7 -1664.2 0 25.25 -29.7 -1664.2 0 25.25 -29.7 -2586.7 - 0 25.25 -29.7 -2586.7 - 1 28.37 -40.4 -2803.3 - 1 28.37 -40.4 -2803.3 - 1 28.37 -40.4 -2803.3 - 1 28.59 -41.5 -2945.0 - 1 28.80 -42.6 -2973.3 - 1 29.12 -44.1 -3117.5 - 1 29.43 -45.5 -3263.3 - 1 29.43 -45.5 -3263.3 - 1 29.43 -45.5 -3263.3 - 1 29.43 -45.5 -3709.2 - 1 30.03 -48.2 -3559.2 - 1 30.96 -52.4 -4014.2 - 1 31.50 -54.9 -4325.0 - 1 31.60 -55.2 4395.8 1	F y Inter rqZ ks1 4.8.2 .0 65.00 .010 .0 65.00 .010 .0 65.00 .089 .0 65.00 .262 .0 65.00 .510 .0 65.00 .632 .0 65.00 .632 .0 65.00 .645 .0 65.00 .645 .0 65.00 .659 .0 65.00 .669 .0 65.00 .683 .0 65.00 .683 .0 65.00 .683 .0 65.00 .683 .0 65.00 .881 .0 65.00 .881 .0 65.00 .891 .0 65.00 .921 .0 655.00 .921 .0 65.00 .921 .0 65.00 .923 .0 65.00 .944 .0 65.00 .944 .0 65.00 .944 .0 65.00 .944 .0 65.00 .944 .0 65.00 .980 .0 65.00 .982 .0 65.00 .981 .0

DISPLACE	ients		*******	
FLEV		DEFLECTI	ON 1	Foot -

ELEV |-----DEFLECTION feet------ROTATION, degrees------| X, ft X Y Z XY-Result X Y Z XY-Result 189.00 .00 18.00 -1.20 18.00< 9.52%> -10.80 .00 .00 10.80

2101 Murray Street Sioux City, IA 51101	CROWN CASTLE USA INC Dale Hollow, KY	Ph 712.258.6690 Fx 712.258.8250
ASE - 2: 3s Gusted Wind 0.9 Dea		
WIND OLF 1.60 VERTICAL OLF .90 DESIGN ICE .00 in GUST FACTOR (Gh) 1.10 FORCE COEFF (Cf) .65 IMPORTANCE FAC (I) 1.00 DIRECTION FAC (Kd) .95 TOPOGRAPHIC CAT 1	GUSTED WIND (3sec)90.0 mphEXP-CAT/STRUC CLASSC-IIEXP-POWER COEFF2105REFERENCE HEIGHT900.0 ftPRESSURE @ 32.7 ft34.7 psfBASE ABOVE Grd1.0CREST HEIGHT.0 ft	144.8 kph 1659.0 Pa
FROM TENANCES		The stage of the s
<pre># Qty Description 1 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 2 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 3 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 4 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 5 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 RESULTS </pre>	Center WEIGHT AREA Tx-CABLE Line each each each Elev-Ft Lbs Ft^2 Type Qty #/Ft 187.0 281 64.6 1 5/8" 12 1.04 179.0 281 64.6 1 5/8" 12 1.04 169.0 30 1 5/8" 12 1.04 169.0 281 64.6 1 5/8" 12 1.04 159.0 281 64.6 1 5/8" 12 1.04 159.0 281 64.6 1 5/8" 12 1.04 149.0 281 64.6 1 5/8" 12 1.04	150.2 -2.4
	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Fy Inter rqZ ks1 4.8.2 0 65.00 008 0 65.00 129 0 65.00 129 0 65.00 246 0 65.00 246 0 65.00 246 0 65.00 595 0 65.00 595 0 65.00 528 0 65.00 528 0 65.00 528 0 65.00 528 0 65.00 648 0 65.00 845 0 65.00 907 0 65.00 907 0 65.00 907 0 65.00 907 0 65.00 843 0 65.00 955 0 65.00 843 0 65.00 955 0 65.00 843 0 65.00 909 0 65.00 843 0 65.00 905 0 65.00 955 0 6

CROWN CASTLE USA INC Dale Hollow, Ky

Ph 712.258.6690 Fx 712.258.8250

DISPLACEMENTS -

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ELEV	*******	DEFLE	CTION f	eet		ROTATI	ON, dec	rees	
X, ft	X	¥	Z	XY-Result	X	Ŷ	Z	XY-Result	
189.00	.00	17.36	-1.11	17.36< 9.18%>	-10.37	.00	.00	10.37	

2101 Murray Street Sioux City, IA 51101	CROWN CASTLE USA INC Dale Hollow, Ky	Ph 712.258.6690 Fx 712.258.8250
CASE - 3: 3s Gusted Windfice		ANSI-TIA-222-G
WIND OLF 1.00 VERTICAL OLF 1.20 DESIGN ICE .75 in GUST FACTOR (Gh) 1.10 FORCE COEFF (Cf) 1.20 IMPORTANCE FAC (I) 1.00 DIRECTION FAC (Kd) .95 TOPOGRAPHIC CAT 1 APPURTENANCES	GUSTED WIND (3sec)30.0 mphEXP-CAT/STRUC CLASSC-IIEXP-POWER COEFF2105REFERENCE HEIGHT900.0 ftPRESSURE @ 32.7 ft2.4 psfBASE ABOVE Grd1.0CREST HEIGHT.0 ft	48.3 kph 115.2 Pa
APPURTENANCES		
<pre># Qty Description 1 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 2 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 3 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 4 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 5 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4</pre>	Center WEIGHT AREA Tx-CABLE Line each each Elev-Ft Lbs Ft^2 Type Qty #/Ft 187.0 309 83.3 1 5/8" 12 1.04 189.0 65 1 5/8" 12 1.04 179.0 309 83.2 1 5/8" 12 1.04 169.0 309 83.1 1 5/8" 12 1.04 169.0 65 1 5/8" 12 1.04 159.0 309 83.0 1 5/8" 12 1.04 159.0 65 1 5/8" 12 1.04 149.0 309 82.8 1 5/8" 12 1.04	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
RESOLTS WIND ICE : X, ft Kzt psf in $lshea$ 189.00 1.00 4.19 1.79 .0 187.00 1.00 4.18 1.79 .0 182.00 1.00 4.18 1.79 .0 179.00 1.00 4.11 1.77 .0 169.00 1.00 4.04 1.77 .0 164.00 1.00 4.04 1.76 .0 159.00 1.00 4.04 1.76 .0 149.50 1.00 3.99 1.75 .0 144.00 1.00 3.94 1.74 .0 136.00 1.00 3.94 1.74 .0 136.00 1.00 3.88 1.72 .0 121.00 1.00 3.67 1.68 .0 121.00 1.00 3.67 1.68 .0 101.00 1.00 3.67 1.68 .0 <td>FORCES, kips: MOMENTS, ft-kips rX ShearY AxiaZ BendX BendY To .001 .0 .0 .49 -7.81 .0 .54 -8.1 -2.6 .0 1.02 -15.8 -4.3 .0 1.07 -16.3 -9.4 .0 1.55 -23.9 -14.8 .0 1.60 -24.4 -22.6 .0 2.09 -32.5 -40.9 .0 2.11 -32.9 -50.3 .0 2.52 -40.9 -51.4 .0 2.56 -40.9 -59.0 .0 2.60 -41.9 -71.7 .0 2.64 -42.8 -84.8 .0 2.72 -44.8 -97.9 .0 2.72 -44.8 -138.7 .0 2.83 -47.9 -152.6 .0 3.00 -53.9 -210.4 .0 3.04 -55.3 -225.4 .0 3.08 -56.7 -240.6 .0 3.13 -58.1 -256.0 .0 3.13 -58.1 -256.0 .0 3.14 -66.9 -345.3 .0 3.25 -62.6 -303.5 .0 3.28 -64.0 -319.8 .0 3.34 -66.9 -345.3 .0 3.35 -68.2 -446.8 .0 3.34 -66.9 -345.3 .0 3.36 -68.2 -348.7 .0 3.40 -70.1 -365.5 .0 3.40 -70.1 -70.5 .0 3.40 -70.1 -70.5 .0 3.40 -70.5</td> <td>Fy Inter rqZ ksi 4.8.2 0 65.00 013 0 65.00 052 0 65.00 052 0 65.00 052 0 65.00 052 0 65.00 126 0 65.00 126 0 65.00 126 0 65.00 127 0 65.00 112 0 65.00 128 0 65.00 123 0 65.00 133 0 6</td>	FORCES, kips: MOMENTS, ft-kips rX ShearY AxiaZ BendX BendY To .001 .0 .0 .49 -7.81 .0 .54 -8.1 -2.6 .0 1.02 -15.8 -4.3 .0 1.07 -16.3 -9.4 .0 1.55 -23.9 -14.8 .0 1.60 -24.4 -22.6 .0 2.09 -32.5 -40.9 .0 2.11 -32.9 -50.3 .0 2.52 -40.9 -51.4 .0 2.56 -40.9 -59.0 .0 2.60 -41.9 -71.7 .0 2.64 -42.8 -84.8 .0 2.72 -44.8 -97.9 .0 2.72 -44.8 -138.7 .0 2.83 -47.9 -152.6 .0 3.00 -53.9 -210.4 .0 3.04 -55.3 -225.4 .0 3.08 -56.7 -240.6 .0 3.13 -58.1 -256.0 .0 3.13 -58.1 -256.0 .0 3.14 -66.9 -345.3 .0 3.25 -62.6 -303.5 .0 3.28 -64.0 -319.8 .0 3.34 -66.9 -345.3 .0 3.35 -68.2 -446.8 .0 3.34 -66.9 -345.3 .0 3.36 -68.2 -348.7 .0 3.40 -70.1 -365.5 .0 3.40 -70.1 -70.5 .0 3.40 -70.1 -70.5 .0 3.40 -70.5	Fy Inter rqZ ksi 4.8.2 0 65.00 013 0 65.00 052 0 65.00 052 0 65.00 052 0 65.00 052 0 65.00 126 0 65.00 126 0 65.00 126 0 65.00 127 0 65.00 112 0 65.00 128 0 65.00 123 0 65.00 133 0 6

DISPLACEM	ents 🛁								<u> 1995</u>
ELEV		DEFLE	CTION fe	xY-Result	********	ROTATI	ON, dec	YY-Result	l
189.00	.Ôo	2.12	03	2.12< 1.12%>	-1.27	. to	٥ <u>٥</u> •	1.27	

2101 Murray Street Sioux City, IA 51101	CROWN CASTLE USA INC Dale Hollow, Ky	Ph 712.258.6690 Fx 712.258.8250
CASE - 4: Service Loads		
WIND OLF 1.00 VERTICAL OLF 1.00 DESIGN ICE .00 in GUST FACTOR (Gh) 1.10 FORCE COEFF (Cf) .65 IMPORTANCE FAC (I) 1.00 DIRECTION FAC (Kd) .85 TOPOGRAPHIC CAT 1	GUSTED WIND (3sec)60.0 mphEXP-CAT/STRUC CLASSC-IIEXP-POWER COEFF2105REFERENCE HEIGHT900.0 ftPRESSURE @ 32.7 ft8.6 psfBASE ABOVE Grd1.0CREST HEIGHT.0 ft	96.6 kph 412.3 Pa
JELOUIPWWACT2		The contract of the second sec
1 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 2 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 3 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 4 3 12' T-Arm 5' Stand-Off 12 FV90-12-XXXAL4 5 3 12' T-Arm 5' Stand-Off	Center WEIGHT AREA Line Tx-CABLE Line each each each each each 187.0 281 64.6 189.0 30 1 5/8" 12 1.04 179.0 281 64.6 1 5/8" 12 1.04 169.0 30 1 5/8" 12 1.04 169.0 281 64.6 1 5/8" 12 1.04 159.0 281 64.6 1 5/8" 12 1.04 159.0 281 64.6 1 5/8" 12 1.04 149.0 281 64.6 1 5/8" 12 1.04 149.0 281 64.6 1 5/8" 12 1.04	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
RESOLTS WIND ICE : χ , ft Kzt psf in IShea 189.00 1.00 8.11 .00 .0 187.00 1.00 8.05 .00 .0 187.00 1.00 8.05 .00 .0 182.00 1.00 7.93 .00 .0 179.00 1.00 7.93 .00 .0 164.00 1.00 7.83 .00 .0 159.00 1.00 7.77 .00 .0 149.50 1.00 7.73 .00 .0 149.00 1.00 7.63 .00 .0 144.00 1.00 7.45 .00 .0 131.00 1.00 7.33 .00 .0 121.00 1.00 7.12 .00 .0 121.00 1.00 7.12 .00 .0 100.75 1.00 7.04 .00 .0	149.0 30 1 5/8" 12 1.0" FORCES, kips:MOMENTS, ft-kips rX ShearY AxiaZi BendX BendY To: .00 .0 .0 .0 .0 1.02 -3.7 2 .0 .0 .0 2.18 -7.6 -19.4 .0 .0 .0 3.19 -11.1 -30.5 .0 .0 .0 4.32 -15.1 -84.2 .0 .0 .0 4.32 -15.3 -103.6 .0 .0 5.42 -19.7 -148.5 .0 .0 5.42 -19.7 -148.5 .0 .0 5.42 -19.7 -148.5 .0 .0 5.42 -19.7 -148.5 .0 .0 5.42 -19.7 -148.5 .0 .0 5.42 -19.7 -259.4 .0 .0 .0 5.67 -21.7 -259.4 .0 .0 .0 5.75 -21.7 -407.5 .0	Fy Inter rqz1 ksi 4.8.2 0 65.00 000 0 65.00 026 0 65.00 042 0 65.00 072 0 65.00 102 0 65.00 135 0 65.00 1226 0 65.00 145 0 65.00 145 0 65.00 145 0 65.00 191 0 65.00 191 0 65.00 224 0 65.00 224 0 65.00 224 0 65.00 223 0 65.00 224 0 65.00 223 0 65.00 2249 0 65.00 249 0 65.00 249

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CROWN CASTLE USA INC Dale Hollow, KY Ph 712.258.6690 Fx 712.258.8250

DISPLACEMEN	IS								
ELEV X, ft 189.00	X.00	DEFLE(¥ 4.43	CTION fe Z 08	et	X -2.65	ROTATI Y .00	ON, deg 2 .00	Yrees XY-Result 2.65	MicroW AlloW

2101 Murray Street Sioux City, IA 51101	CROWN CASTLE USA INC Dale Hollow, RY	Ph 712.258.6690 Fx 712.258.8250
LOCATE:	POLYGON with FLAT-FLAT ORIENT. SPACED BOLTS 6.00 in. ON CEN	ATION TER
POLE DATA DIAMETER = 56.89 in. PLATE = .3750 in. TAPER = .2150 in/ft POLE Fy = 65.00 ksi	I-AXIS MOM = JIO/. Z-AXIS MOM = .	2 kips Vert 1 kips Long 4 kips Tran 9 ft-kips Tran 9 ft-kips Long 0 ft-kips Vert
-	ation Reactions at 45.00 deg to 2	X-AXIS
AXIAL - I SHEAR AXIAL STRESS SHEAR STRESS YIELD STRENGTH ULT. STRENGTH ALLOW STRESS SHEAR	COMPRESSION = 211.13 kips TENSION = 204.22 kips = 204.22 kips = 2.78 kips = 64.96 ksi = 91 ksi Fy = 75.00 ksi Fu = 100.00 ksi Fa $.80 \times 1.00$ = 80.00 ksi Fv $.80 \times .40$ = 32.00 ksi AREA REQUIRED = 2.64 in^2 AREA FURNISHED = 3.07 in^2	Interaction .835 TIA-G
16 Bolts on a 2.250 in. Diameter	ANCEOR BOLT DESIGN USED 63.500 in. Bolt Circle r 67.13 in. Embedded 84.00 in. Total Length	(lbs)
CONCRETE - Fc= 4000 psi	n an an an an ann an an an an an an an a	<u>an an a</u>
ANCHOR BOLTS are STRAIG	GHT w\ UPLIFT NUT	
BASE PLATE [Bend Model: Flat- 17] YIELD STRENGTH = 60.0 ksi BEND LINE WIDTH = 30.6 in. PLATE MOMENT = 2040.8 in-k THICKNESS REOD = 2.723 in. BENDING STRESS = 53.0 ksi ALLOWABLE STRESS = 54.0 ksi [Fy x .90 x 1.00]	BAS 2.75 in. 61.75 in. 43.25 in. 12.00 in.	E PLATE USED THICK SHIP SQUARE (1bs) CENTER HOLE 1524 CORNER CLIP
	DAD CASE SUMMARY	
	ABolt-Str Plat	te-Str

							ABol	t-Str	Plate-	-Str	
	FO	RCES-(k:	ips)	MOME	NTS-(ft	-k)		Allow	Actual	Allow	Design
LC	del construction de la construcción de la const		Sheary	X-axis	Y-axis	TorQ	CSR	kai	ksi	ksi	Code
1	55.2	20.1	24.4	2800	3388	0	.835	75.00	52.96	54.00	TIA-G
2	41.7	20.1	24.4	2731	3304	0	.812	75.00	51.45	54.00	TIA-G
3	83.9	2.3	2.8	327	396	0	.116	75.00	7.44	54.00	TIA-G
4	45.0	5.0	6.1	691	836	0	.214	75.00	13.58	54.00	TIA-G

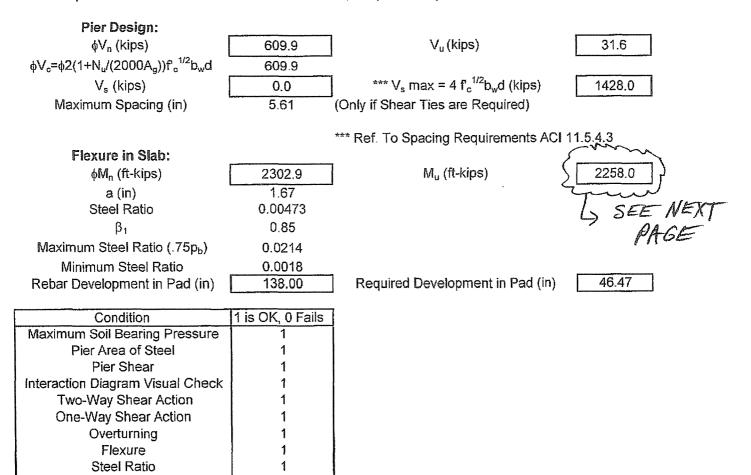
MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP. 190' Monopole CROWN CASTLE USA INC Dale Hollow, KY (08-10303) 11-13-07 KJT

Overall Loads:			
Factored Moment (ft-kips)	4395.83		
Factored Axial (kips)	55.248		
Factored Shear (kips)	31.603		Strawny
Bearing Design Strength (ksf)	11.25	Max. Net Bearing Press. (ksf)	(4.35)
Water Table Below Grade (ft)	999		min
Width of Mat (ft)	23.5	Ultimate Bearing Pressure (ksf)	15.00
Thickness of Mat (ft)	2	Bearing Φs	0.75
Depth to Bottom of Slab (ft)	5.5		
Quantity of Bars in Bolt Circle	16		
Bolt Circle Diameter (in)	63.5		
Top of Concrete to Top			
of Bottom Threads (in)	60		0.70
Diameter of Pier (ft)	7	Minimum Pier Diameter (ft)	6.79
Ht. of Pier Above Ground (ft)	1	Equivalent Square b (ft)	6.20
Ht. of Pier Below Ground (ft)	3.5		
Quantity of Bars in Mat	34		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in ²)	26.70		
Spacing of Bars in Mat (in)	8.33	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	36		
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12	Belining Direct (m ²)	
Area of Bars in Pier (in ²)	28.27	Minimum Pier A_s (in ²)	27.71
Spacing of Bars in Pier (in)	6.63	Recommended Spacing (in)	6 to 12
f'c (ksi)	4		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd ³)	47.32		
Two-Way Shear Action:	-11.02		
Average d (in)	20		
ϕV_{c} (kips)	1239.8	V _u (kips)	59.0
$\phi V_c = \phi (2 + 4/\beta_c) f_c^{1/2} b_o d$	1859.8		
$\phi V_c = \phi (\alpha_s d/b_o + 2) f_c^{1/2} b_o d$	1378.9		
$\phi V_c = \phi 4 f'_c^{1/2} b_c d$	1239.8		
Shear perimeter, b _o (in)	326.73		
β _c	1		
One-Way Shear:			
φV _c (kips)	606.4	V _u (kips)	244.4
Stability:		- u (···F - /	
Overturning Design Strength (ft-k)	4702.7	Total Applied M (ft-k)	4601.2

MAT FOUNDATION DESIGN BY SABRE COMMUNICATIONS CORP. (CONTINUED) 190' Monopole CROWN CASTLE USA INC Dale Hollow, KY (08-10303) 11-13-07 KJT

1

Length of Development in Pad



CROWN CASTLE USA FILE NO. 08-10303 11/13/07 NAME 6 Sabre PAGE A 3 DALE HOLLOW, KY BEARING PRESSURE & SLAB BENDING REACTIONS: Mu = 4395.8 $P_{\mu} = 55.25^{k}$ $I_{\mu} = 31.6^{k}$ Mu'= 4395.8+(31.6)(6.5')= 4601.251/2 Soll WT. = $(0.11)(23.5^2 - 7^2(77/4))(3.5) = 197.80^{k}$ CONCRETE WT. = $(0.15)(7^2(77/4)(4.5) + (23.5)^2(2)) = 191.65^{k}$ $P_{u} = 55.25 + 1.2(197.8 + 191.65) = 522.59^{4}$ $e = \frac{4601.25}{522.57} = 8.80' (OUTSIDE MIDDLE //3)$ $g_{u} = \frac{2(522.59)}{3(23.5)\left(\frac{23.5}{2} - B.80\right)}$ = 5.03 kst 522.59 8,80 2.95 5.03 kst 8.84 7. & PIER => 6.2' EQUIV. SQ. Wsy M Wsu= 1.2 (78.26)= 93.9 K 1 Wey 5.03 KSt $W_{cu} = 1.2(60.98) = 7.3.2^{k}$ Ksf -8,65 $M_{u} = (0.11)(8.65)(23.5)(\frac{8.65}{2}) + (5.03 - 0.11)(\frac{1}{2})(8.65)(23.5)(8.65)(\frac{2}{3})$ $-(93.9+73.2)(\frac{8.65}{2})=2258/k$

<u>Exhibit J</u>

Geotechnical Report

SUBSURFACE INVESTIGATION

Proposed Dale Hollow Cell Site - LOC# 8531 3666

State Park Road & Mary Ray Oaken Lodge Road, Burkesville, Kentucky, (Cumberland County) GPD Project # 2007184



8275 Allison Pointe Trail Suite 220 Indianapolis, IN 46250

> Phone: 317-299-2996 Fax: 317-293-1331



Prepared For:

Brendan Walsh 2000 Corporate Drive Canonsburg, PA

November 2, 2007

SUBSURFACE INVESTIGATION & FOUNDATION RECOMMENDATIONS

PROPOSED CELL TOWER DALE HOLLOW STATE PARK SITE BURKESVILLE, KENTUCKY

Prepared for:

GPD ASSOCIATES, INC. INDIANAPOLIS, INDIANA

Prepared by:

ALT & WITZIG ENGINEERING, INC. WEST CHESTER, OHIO

NOVEMBER 2, 2007

PROJECT NO. 07CN0291



Alt & Witzig Engineering, Inc. 6205 Schumacher Park Drive • West Chester, Ohio 45069 (513) 777-9890 • Fax (513) 777-9070

November 2, 2007

GPD Associates, Inc. 8275 Allison Point Trail Suite 220 Indianapolis, Indiana 46250 ATTN: Ms. Traci Preble

> RE: Subsurface Investigation & Foundation Recommendations Proposed Cell Tower Dale Hollow State Park Site Burkesville, Kentucky Alt & Witzig File: 07CN0291

Gentlemen:

In compliance with your request, we have completed a foundation investigation and evaluation for the above referenced project. It is our pleasure to transmit herewith three (3) copies of our report.

SITE LOCATION:

The site is located in within Dale Hollow State Park in Burkesville, Kentucky. Specifically, this site is located near the intersection of State Park Road and Mary Ray Oaken Lodge Road. The general vicinity of the site is shown on the enclosed site location map in the appendix of this report.

The purpose of this subsurface investigation was to determine the various soils profile components, determine the engineering characteristics of the materials encountered, and provide information to be used in preparing foundation designs for the proposed communication tower.

Field Services

The field investigation included reconnaissance of the project site, drilling one (1) soil boring for the tower center as located by Alt & Witzig, performing standard penetration tests, and obtaining soil samples retained in the standard split-spoon sampler. The apparent groundwater level at the boring location was also determined. GPD Associates Dale Hollow State Park Tower Alt & Witzig File No.: 07CN0291 November 2, 2007 Page 2

The soil borings were performed with a conventional drilling rig equipped with a rotary head. Conventional hollow-stem augers were used to advance the holes. Representative samples were obtained employing split-spoon sampling procedures in accordance with ASTM Procedure D-1586.

During the sampling procedure, standard penetration tests were performed at regular intervals to obtain the standard penetration value of the soil. The standard penetration value is defined as the number of blows of a 140-pound hammer, falling thirty (30) inches, required to advance the split-spoon sampler one (1) foot into the soil. The results of the standard penetration tests indicate the relative density and comparative consistency of the soils, and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components.

Laboratory Testing

The types of soils encountered in the borings were visually classified and are described in detail on the boring logs. Representative samples of the soils encountered in the field were placed in sample jars and are now stored in our laboratory. Unless notified to the contrary, all samples will be disposed of after three (3) months.

Recommendations for Tower

Information provided by GPD Associates indicates that the self-support cell tower will be constructed in the general vicinity of soil boring B-1. It is anticipated that the tower will be approximately 190 feet tall. It is anticipated that the structural loads of the tower will be supported by a conventional spread footings or drilled pier foundation.

Our boring encountered approximately three (3) inches of topsoil at the ground surface. Beneath the topsoil layer, the boring encountered medium to very stiff sandy clay with limestone to the borings termination depth of approximately thirty-six (36) feet below the ground surface.

The following soil parameters can be used to design a shallow foundation. Due to the seasonal variations in moisture content and freeze thaw cycles, no skin friction or resistance to passive pressure should be considered above four (4) feet.

GPD Associates Dale Hollow State Park Tower Alt & Witzig File No.: 07CN0291 November 2, 2007 Page 3

Soil Description	Depth Below Existing Grade	Bearing Pressure (psf) SF=3	Dry Density (pcf)	ф	Kp	Coefficient of Friction Against Sliding	
Silty and Sandy Clay	4' +	5,000	110	20°	2.0	0.50	

The weight of the backfill above the footings will be used to resist uplift forces; therefore, it is recommended that proper compaction techniques be maintained. Using approved granular material, it is recommended that a density of 100% maximum dry density in accordance with ASTM D-698 be achieved above the footings to finished grade.

Caissons/Drilled Piers

A caisson type foundation system can be used to support this structure. A caisson type foundation is advantageous to use when it is necessary to resist large overturning moments such as those caused by wind loads against the proposed structure. If caissons or drilled piers are used to support the structure, the following design parameters are recommended:

Depth Below Grade (Feet)	Allowable Skin Friction (psf) SF=2	Design End Bearing Pressure SF=3	Cohesion (Psf)	
From ground surface to a depth of 4 feet below grade.	Negligible		Negligible	
4' + below grade	1,000	5,000	750	

Caissons should be no less than 30 inches in diameter.

The boring indicated dry conditions during and upon completion of operations. Also, depending upon the weather conditions while excavations are open, seepage from surface runoff may occur into shallow excavations. Every effort should be made to keep the excavations dry should water be encountered.

GPD Associates Dale Hollow State Park Tower Alt & Witzig File No.: 07CN0291 November 2, 2007 Page 4

Resistivity

Resistivity testing was performed near the center of the proposed tower. The following table illustrates the results of this testing:

Depth Below Existing Grade	Resistivity
5 feet	4,213 ohms-cm
10 feet	8,331 ohms-cm
15 feet	8,618 ohms-cm
20 feet	9,193 ohms-cm

Often, because of design and construction details that occur on a project, questions rise concerning the soil conditions. If we can give further service in these matters, please contact us at your convenience.



Respectfully Submitted,

ALT & WITZIG ENGINEERING, INC.

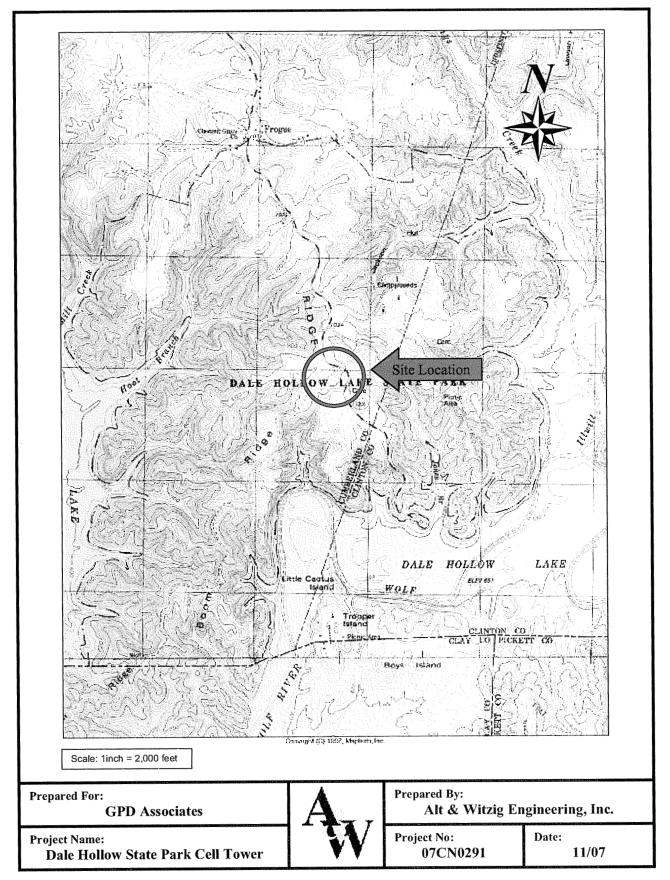
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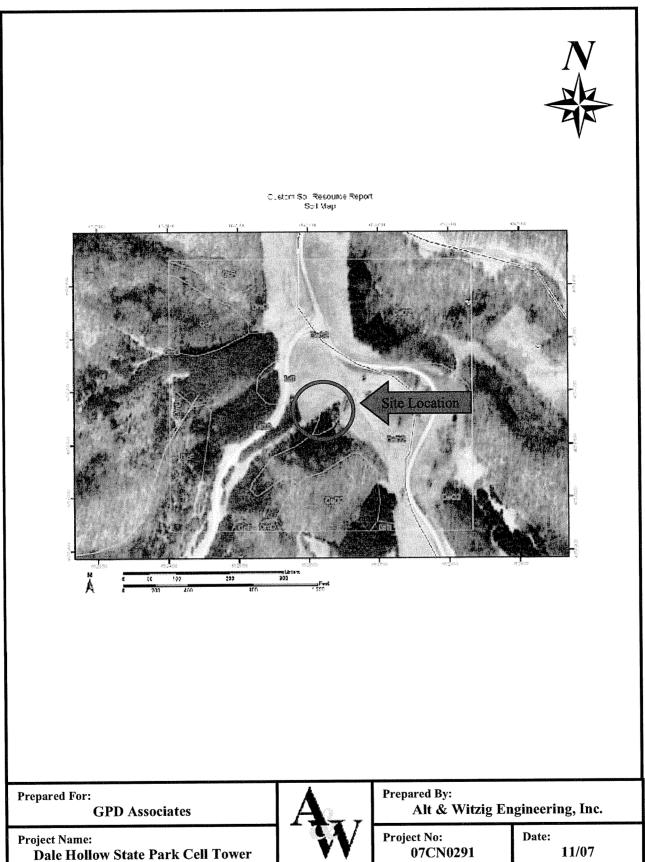
Alexander S. Ham, E.I.T. Project Engineer

Patrick A. Knoll, P.E.

APPENDIX

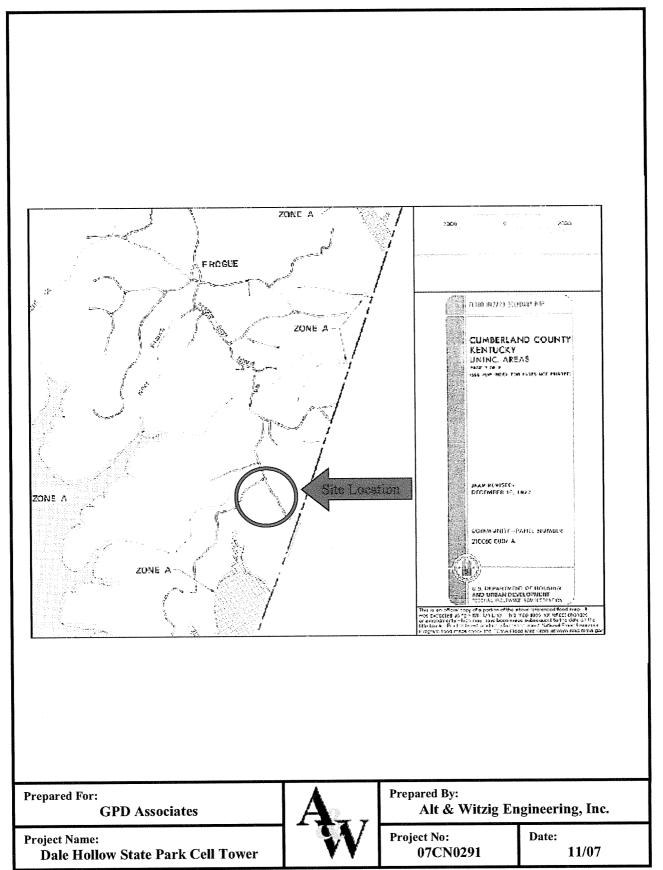
SITE LOCATION MAP

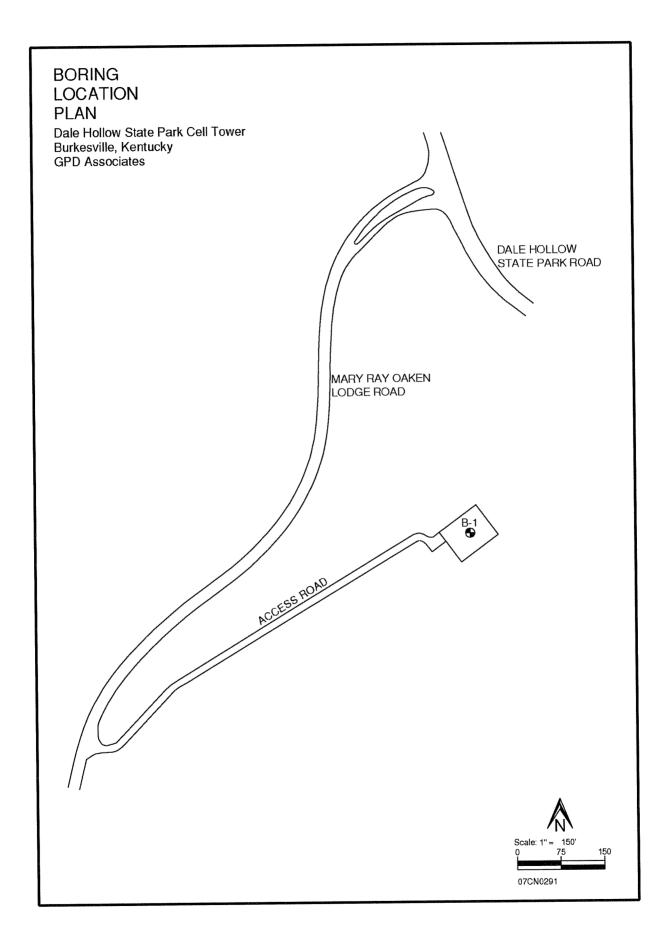




SOIL SURVEY MAP of CUMBERLAND COUNTY







RECORD OF SUBSURFACE EXPLORATION



Alt & Witzig Engineering, Inc.

		GPD Associates Dale Hollow State Park Cell Tower								Boring Alt & '		ile No.	B-1 07CN0291
LOCATION Burkesville, Kentucky													
	DRI	LLING and SAMPLING INFORMATION	F-T	T									I
Date Started	10/30	0/2007Hammer Wt. <u>140</u> lbs.							s/faat	rengt			
Date Completed	10/30	D/2007Hammer Drop 30in.							Blow	ve St			
Boring Method	HSA	Spoon Sampler OD <u>2</u> in.							n Test. N -	Compressi	etrometer		
STRATA ELEV.		SOIL CLASSIFICATION		cale	epth	Чо.	Type	Graphics	Ground Water Standard Penetration Test, N - Blows/foot	Qu - tsf Unconfined Compressive Strength	Pp - tsf Pocket Penetrometer	Moisture Content %	ş
		SURFACE ELEVATION		Depth Scale	Strata Depth	Sample No.	Sample Type	Sampler Graph	Ground Water Standard Pene	Qu - tsf	Pp - tsf I	Moisture	Remarks
F		0.0-3" Topsoil	1		2.0								
Ħ		3"-2.0 Orange-Brown Clay Trace Sand and Grave	+		2.0	1	SS	X	2	4	4.5+	19.0	
E			F	-									
		2.0-8.0 Red- Orange Sandy Clay Trace Limestone	,├	5		2	ss	Ø	2	0	4.5	23.5	
E			F										
H					8.0	3	SS	Д	1	8	4.0	29.1	
			L	10		4	ss	М	2	6	3.5	28.2	
	8.0-14.0 Red-Orange-Brown Sandy Clay	-			4	33	Δ			0.0	20.2		
		with Limestone Layers	┢			5	ss	X	2	5	3.5	32.4	
					14.0	1		4					
			┝	15									
B			E			-		М		-	3.3	28.3	
E			╞			6	ss	Д		5	0.0	20.5	
Ħ			┢	20			4	H					
			F			7	ss	Д	1	6	2.5	31.2	
E			┝										
F			F										
		14.0-25.0 Red-Orange-Brown Clay Trace	F	25		8	ss	X		6	2.0	21.5	
H		Sand and Limestone	-			+-		Α					
			Ľ										
E			-	. 30									
			┝	-130		9	ss	şМ	· ·	14	2.0	29.1	
			F				1	Π					
H			╞	-									
E			┢	35		-	_	H				170	
H			-	-	36.0	, 10	ss	'Й		15	2.0	17.2	
H		Boring Terminated at 36.0 feet			1					l			Sample Type
<u>Boring N</u> HSA - Hollow S	Stem Au	ugers			OUN Comp				fi.				SS - Driven Split Spoon ST - Pressed Shelby Tube
CFA - Continuo DC - Driving Ca		ht Auger	 				urs		ft.				CA - Continuous Flight Auger
MD - Mud Drilling			Wa	ater or	n Rod	s <u>D</u>		ft.				RC - Rock Core CU - Cutlings	
				С	- Bori	ng Ca	wed D	Depth	ı				

GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System is used to identify the soil unless otherwise noted.

SOIL PROPERTY SYMBOLS

- N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split-spoon.
- Qu: Unconfined compressive strength, TSF
- Qp: Penetrometer value, unconfined compressive strength, TSF
- Mc: Water content, %
- LL: Liquid limit, %
- PL: Plastic limit, %
- Dd: Natural dry density, PCF
 - : Apparent groundwater level at time noted after completion

DRILLING AND SAMPLING SYMBOLS

- SS: Split-spoon 1 3/8" I.D., 2" O.D., except where noted
- ST: Shelby tube 3" O.D., except where noted
- AU: Auger sample
- DB: Diamond bit
- CB: Carbide bit
- WS: Washed sample

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

TERM (NON-COHESIVE SOILS)	BLOWS PER FOOT
Very loose	0 - 4
Loose	5 - 10
Firm	11 - 30
Dense	31 - 50
Very Dense	Over 50
TERM (COHESIVE SOILS)	<u>Qu (TSF)</u>
Very soft	0 - 0.25
Soft	0.25 - 0.50
Medium	0.50 - 1.00
Stiff	1.00 - 2.00
Very Stiff	2.00 - 4.00
Hard	4.00+

PARTICLE SIZE

Boulders	8 in.(+)	Coarse Sand	5 mm-0.6 mm	Silt	0.075 mm - 0.005 mm
Cobbles	8 in 3 in.	Medium Sand	0.6mm-0.2 mm	Clay	0.005mm(-)
Gravel	3 in 5 mm	Fine Sand	0.2mm-0.075 mm		

<u>Exhibit K</u>

Directions to WCF Site

DIRECTIONS TO

DALE HOLLOW LAKE STATE PARK CELL SITE

From the Cumberland County seat. . .

À	Head southwest on KY-61/KT-90/S Main St. toward Spencer St./E Spencer St. Continue to follow KY-90;	Go 4.0 mi.
À	Turn right at KY-449/Modoc Rd./Sulfur Creek Rd. Continue to follow KY-449/Modoc Rd.;	Go 3.4 mi.
\gg	Slight right to stay on KY-449/Modoc Rd.;	Go 1.2 mi.
\mathbf{A}	Slight left at KY-1206/Stat Park Rd.;	Go 0.7 mi.
\blacktriangleright	Turn right to stay on KY-1206/State Park Rd.;	Go 2.9 mi.
\blacktriangleright	Continue on Dale Hollow Lake State Park Rd.;	Go 1.5 mi.
\blacktriangleright	Arrive at destination.	

Prepared by: Boult, Cummings, Conners, & Berry, PLC, 1600 Division St., Suite 700, P.O. Box 340025, Nashville, TN 37203.

<u>Exhibit L</u>

Option and Ground Lease

Site Name: Dale Hollow, Burkesville Site Number: 8531-3666 805890

OPTION AND GROUND LEASE AGREEMENT COMMONWEALTH OF KENTUCKY

THIS OPTION AND GROUND LEASE AGREEMENT (the "Agreement") is made this ______ day of ______, 200____, by and between Commonwealth of Kentucky, Department of Parks having a mailing address of Division of Real Properties, Bush Building, Third Floor, 403 Wapping Street, Frankfort, Kentucky 40601 ("Lessor") and Crown Communication Inc., a Delaware corporation, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 ("Lessee").

1. Definitions.

"Agreement" means this Ground Lease Agreement.

"<u>Approvals</u>" means all certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises.

"<u>Defaulting Party</u>" means the party to this Agreement that has defaulted as provided for in Section 32 of this Agreement.

<u>"Due Diligence Investigation</u>" has the meaning set forth in Section 3 of this Agreement.

"<u>Easements</u>" and "<u>Utility Easement</u>" have the meanings set forth in Section 11 of this Agreement.

"<u>Hazardous Substance</u>" shall have the same definition as contained in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 *et seq.* and regulations promulgated pursuant thereto.

"<u>Hazardous Wastes</u>" shall have the same definition as contained in the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.* and regulations promulgated pursuant thereto.

"<u>Improvements</u>" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"<u>Initial Term</u>" means a period of fifteen (15) years commencing upon the date of this Agreement.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately 100 feet by 100 feet by 122 feet by 70 feet. The boundaries of the Leased Premises may be subject to modification as set forth in Section 10.

"Lessee's Notice Address" means c/o Crown Castle International Corp., E. Blake Hawk, General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

"Lessor's Notice Address" means c/o Commonwealth of Kentucky, Division of Real Properties, Bush Building, Third Floor, 403 Wapping Street, Frankfort, Kentucky 40601.

"Lessor's Property" means the parcel of land located in the Dale Hollow Lake State Park in Cumberland County, Commonwealth of Kentucky, being further described in the instrument recorded in Deed Book 74, page 167 Cumberland County, Kentucky Clerk's Office a copy of said instrument being attached hereto as Exhibit "A."

"<u>Non-Defaulting Party</u>" means the party to this Agreement that has not defaulted as provided for in Section 32 of this Agreement.

"<u>Option</u>" means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

"<u>Option Extension Fee</u>" means the sum of for the first Renewal Option Period; for the second Renewal Option Period; for the third Renewal Option Period and for the Fourth Renewal Option Period.

"Option Fee" means the sum of

"<u>Option Period</u>" means the twelve (12) month period commencing on the date of this Agreement.

"<u>Renewal Term</u>" means a period of fifteen (15) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

"<u>Rent</u>" means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of per year to be paid in equal monthly installments of After the first (1st) year of the Lease Term, the Rent shall increase by three percent (3%) over the Rent that was in effect during the previous first (1st) year period. For every year period thereafter during the Lease Term, the Rent shall be increased by three percent (3%) over the previous year period.

2. <u>Grant of Option to Lease</u>. In consideration of the Option Fee paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. Due Diligence Investigation.

(A) Inspection Rights. During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

(B) <u>Temporary Access Road and Easement for Due</u> <u>Diligence Investigation</u>. To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on Exhibit "B." Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. Extension, Termination and Exercise of Option.

(A) <u>Right to Extend Option Period</u>. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for four (4) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessee the Option Extension Fee within thirty (30) days of the commencement of each Renewal Option Period.

(B) <u>Right to Terminate Option</u>. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) Expiration of Option Term; Exercise of Option. If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon exercise of the Option, the Lease Term shall commence and the Easements shall become effective.

- 5. Lessor's Cooperation. During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.
- 6. <u>Subdivision: Perpetual Easement</u>. In the event that a subdivision of Lessor's Property is legally required to lease the Leased Premises to Lessee, Lessor agrees to seek subdivision approval at Lessee's expense. Lessor also agrees to grant a perpetual easement to Lessee over the Leased Premises, instead of a lease, upon a mutually agreeable lump sum payment, if Lessee determines, in Lessee's sole discretion, that it is necessary to do so in order to obtain the Approvals. In such an event, Lessee shall have the right to make a one-time lump sum payment in consideration for said perpetual easement in lieu of paying the Rent.
- 7. <u>Lease Term</u>. Effective upon the date of exercise of the Option, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for one (1) successive Renewal Term, unless this Agreement is terminated pursuant to the provisions set forth herein.
- 8. <u>Rent</u>. Following commencement of the Initial Term, Lessee shall pay Rent for the Leased Premises. The first payment of Rent shall be made on the first day of the

month following the month in which the Option was exercised.

9. <u>Colocation Revenue</u>. In the event Lessee enters into a sublease, license, right of use or similar agreement with a third party, whereby said third party installs and operates the second communications facility on the Leased Premises ("Qualified Third Party Use Agreement"), Lessee shall pay Lessor an additional

per month ("Colocation Rent") for the Qualified Third Party Use Agreement. In the event Lessee enters into a sublease, license, right of use or similar agreement with a third party for anything other than cellular or PCS use ("Noncellular Qualified Third Party Use Apreement"), Lessee shall pay Lessor an additional

the Lessee's Rent payable hereunder (the "Noncellular Colocation Rent"). The Colocation Rent and Noncellular Colocation Rent shall be due and payable with the monthly rent payable under the Lease, commencing on the first monthly rent payment under the Lease following Lessee's receipt of the first month's rental under the Qualified Third Party Use Agreement or Noncellular Qualified Third Party Use Agreement. Upon the expiration or earlier termination of the Qualified Third Party Use Agreement or Noncellular Qualified 3rd Party Use Agreement, no Colocation Rent or Noncellular Colocation Rent shall be due.

10. Leased Premises; Survey. Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as Exhibit "B." The "as-built" survey shall be deemed to be incorporated into this Agreement as Exhibit "C" even if not physically affixed hereto. The description of the Leased Premises set forth in Exhibit "C" shall control in the event of discrepancies between Exhibit "B" and Exhibit "C."

Conditioned upon and subject to 11. Easements. commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portions of Lessor's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) a thirty foot (30') wide easement in the location shown in Exhibit "B," as may be amended by Exhibit "C," for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; (iv) a utility easement (the "Utility Easement") in the location shown in Exhibit "B," as may be amended by Exhibit "C," for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit "B," as may be amended by Exhibit "C," at the sole option of Lessee Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility; and, (v) an easement for a right to install, maintain and replace guy wires, and an easement over Lessor's Property extending from each guy wire anchor point to the guy wire attachment point on the tower], as shown in Exhibit "B," as may be amended by Exhibit "C" (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements.

12. Right to Terminate; Effect of Termination.

(A) <u>By Lessee</u>. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with thirty (30) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

(B) By Lessor. (i) Lessor shall have the right to terminate this Agreement, at any time, without cause, by providing Lessee with thirty (30) days' prior written notice. Notwithstanding the foregoing, termination of this Lease by Lessor pursuant to this provision shall in all manner comply with the provisions of 200 KAR 5:312, including the decision of the Supreme Court of Kentucky in Ram Engineering and Construction, Inc. v. University of Louisville, 127 S.W.3d 579 (2004), and its determination that this termination provision is subject to a good faith obligation of Lessor to perform this Lease, a duty of fair dealing and a requirement that there be a substantial change of circumstances prior to Lessor exercising its rights pursuant to this provision. In the event of the termination of this Lease pursuant to Section 12(B) Lessee shall have the right to recover compensation from Lessor in the manner and in the amount provided for in 200 KAR 5:312.

(ii) To the extent that the Lessor is required to expend funds to comply with its obligations under the Lease and funds are not appropriated to the Department of Parks of Lessor or are not otherwise available to the Department of Parks of Lessor for the purpose of making payments, then the Lessor may terminate the Lease without incurring any obligation for payment after the date of termination, regardless of the terms of the Lease. The Lessor shall month following the month in which the Option was exercised.

9 <u>Colocation Revenue</u>. In the event Lessee enters into a sublease, license, right of use or similar agreement with a third party, whereby said third party installs and operates the second communications facility on the Leased Premises ("Qualified Third Party Use Agreement"), Lessee shall pay Lessor an additional

per month ("Colocation Rent") for the Qualified Third Party Use Agreement. In the event Lessee enters into a sublease, license, right of use or similar agreement with a third party for anything other than cellular or PCS use ("Noncellular Qualified Third Party Use Apreement"), Lessee shall pay Lessor an additional

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- 13. <u>Use of Property</u>. The Leased Premises and Easements shall be used for the purpose of constructing, maintaining and operating the Improvements and uses incidental thereto. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.
- 14. <u>Removal of Obstructions</u>. Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements. Lessee shall dispose of any materials removed.

15. Hazardous Substances and Hazardous Wastes.

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Substances or Hazardous Wastes on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Substances or Hazardous Wastes on or from Lessor's Property or Leased Premises in any manner prohibited by law.

- 16. <u>Real Estate Taxes</u>. Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.
- 17. <u>Insurance</u>. At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises.

- 18. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.
- 19. <u>Eminent Domain</u>. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.
- 20. Right of First Refusal. If, during the Option Period or Lease Term, Lessor receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Lessors' interests in ground leases utilized for cellular towers or similar equipment and said entity desires to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any or all portions of Lessor's interest in this Agreement, including but not limited to the rent or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of Lessor's Property or other interest in the Agreement, or (v) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, the other terms and conditions of the offer, a reasonable due diligence period (as provided below), the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion and if the offer is for an interest other than the purchase of a fee interest, an accurate description of the interest being purchased. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice (i) a fee simple interest in Lessor's Property (or such lesser portion thereof as is described in Lessor's Notice), (ii) a fee simple

interest in the Leased Premises, (iii) a perpetual easement for the Leased Premises, and (iv) all or any portion of Lessor's interest in the Agreement, all on the same terms and conditions as in said offer by Lessor as modified by this paragraph. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and condition of said acquisition, including but not limited to the purchase price, shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If the Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days after Lessor's Notice, Lessor may sell the property described in the Lessor's Notice to such third person in accordance with the terms and conditions of the offer. If Lessee fails or declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Leased Premises, Lessor's Property or any portion thereof or any easement therein.

- 21. <u>Sale of Property</u>. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.
- 22. <u>Surrender of Property</u>. Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.
- 23. <u>Recording</u>. Lessee shall have the right to record a memorandum of the Option with the appropriate recording office. Upon exercise of the Option, Lessor agrees to execute a Memorandum of Lease, a form of which is attached hereto as **Exhibit "D"**. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.
- 24. <u>Hold Harmless</u>. The Lessee shall indemnify and defend the other party against, and hold the Lessor harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises by the Lessee, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the Lessor, its employees, contractors, servants or agents.

- 25. <u>Lessor's Covenant of Title</u>. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with or be adverse to Lessee.
- 26. Interference with Lessee's Business. Lessee shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Property for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.
- 27. <u>Quiet Enjoyment</u>. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.
- 28. <u>Mortgages</u>. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.
- 29. <u>Title Insurance</u>. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easement. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.
- 30. Access to Records: Confidentiality of Records. The Lessee agrees that the Lessor shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Lease for the purpose of financial audit. Any books, documents, papers, records, or other evidence provided by Lessee to the Lessor which are directly pertinent to this Lease shall be subject to public disclosure except for the following which the Lessor and

Lessee agree are generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the Lessee: (i) the amount of any Option Extension Fee; (ii) the amount of any Option Fee; (iii) the amount of the Rent; (iv) the amount of any Colocation Rent; (v) the amount of any Noncellular Colocation Rent; (vi) any Qualified Third Party Use Agreements; (vii) any Noncellular Qualified Third Party Use Agreements; (viii) financial reports, records, and other accounting or business information revealing the business terms of (vi) or (vii) above; (ix) any master license agreements, any master lease agreements or any similar pricing agreements with any customer utilizing the Improvements; (x) the identity of any equipment located on the Leased Premises; (xi) Lessee' internal financial records relating to maintenance, insurance or operational costs for the Improvements during the Term; and (xii) any information about the business or financial operations of any customer utilizing the Improvements sought to be kept confidential in a Qualified Third Party Use Agreement or a Noncellular Qualified Third Party Use Agreement.

31. <u>Utilities</u>. Lessee shall have separate electric meters installed for the Leased Premises, and shall be responsible for paying all costs and usage charges for any utilities provided to the Leased Premises.

32. Default.

(A) Notice of Default: Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any nonmonetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

- (B) <u>Grounds for Lessee's Default</u>. A default in performance by Lessee for which this Lease may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the Lease according to its terms, conditions and specifications;

(b) The filing of a bankruptcy petition by or against the Lessee; or

(f) Actions that endanger the health, safety or welfare of the Lessor or its citizens.

(C) <u>Consequences of Lessee's Default</u>. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon thirty (30) days notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee, in lieu of any other damages, as liquidated, final damages, a sum equal to thirty (30) days Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(D) <u>Consequences of Lessor's Default</u>. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, or (iii) recover from Lessor, in lieu of any other damages, as liquidated, final damages, a sum equal to thirty (30) days Rent. In no event shall Lessor be liable to Lessee for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

- 33. <u>Lessor's Waiver.</u> Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.
- 34. <u>Applicable Law</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Kentucky. The parties agree that the venue for any litigation regarding this Agreement shall be Franklin County, Kentucky.
- 35. <u>Assignment, Sublease, Licensing and Encumbrance</u>. Lessee has the right, with the prior written approval of the Lessor, said approval not to be unreasonably withheld to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon receipt of the prior written approval of the Lessor, said approval not to be unreasonably withheld and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement, with the prior written approval of the Lessor, said approval not to be unreasonably withheld. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by

Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default. Notwithstanding the foregoing, Lessee shall not be required to obtain Lessor's written consent for (1) transfers, assignments or subleases to Lessee's affiliates or subsidiaries, or (2) any co-location arrangement as contemplated in Section 9 hereof.

- 36. <u>Successors and Assigns</u>. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
- 37. <u>Entire Agreement</u>. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- 38. <u>Captions</u>. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.
- 39. <u>Construction of Document</u>. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.
- 40. <u>Notices</u>. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.
- 41. <u>Partial Invalidity</u>. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- 42. <u>Counterparts</u>. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

LESSOR:

Recommended: Department of Parks

Approved as to form and legality l 1 6

Patrick W. McGee, Attorney Finance and Administration Cabinet

Approved:

Robert M. Burnside, Secretary Finance and Administration Cabinet

Examined:

Mike Alexa Counsel to Governor

Commonwealth of Kentucky

Encipertor ie Fletcher, Goyernor

LESSEE: Crown Communication Inc., a Delaware corporation By: David J. Tanczos

Vice President - National Site Development

EXHIBIT "A"

Copy of Lessor's Deed

COMMISSIONER'S DEED

WHEREAS, in the action in the <u>Cumberland Circuit</u> Court styled Commonwealth of Kentucky, Department of Highways, Plaintiff, vs. Hall Guthrie and Judith A. Guthrie, wife, Bow, Kentucky

Defendants, a judgment was entered on the <u>10</u> day of <u>April</u> 19.72, and recorded in Order Book <u>A-5</u>, page <u>344</u> in the <u>Cumberland Circuit</u> Court Clerk's Office, ordering the payment of § <u>18.500.00</u> to the Defendants for the land taken, as described in the petition, and for all other damages, both present and prospective, which payment was authorized to be paid to the <u>defendants</u> <u>April</u>

WHEREAS, in said judgment <u>ViEiSmith</u> was appointed as <u>master</u> Court to execute a deed of conveyance to the Commonwealth of Kentucky, Finance Department of <u>Mighways</u>, xamox for the use and benefit of the Departm ent of Farks

WHEREAS, the aforesaid consideration has been paid; .

NOW, THEREFORE, THIS DEED, made and entered into this <u>10</u> day of <u>May</u> <u>19 72</u>, by and between <u>V.E.Smith</u>, <u>MASTER</u> <u>EXECTAL</u> COMMISSIONER OF THE <u>COMMERCIAND CIRCUIT</u> COURT, for and on behalf of the above named Defendants, party of the first part, and the COMMONWEALTH OF KENTUCKY, for the use and benefit of the Department of Highweges, acting in its official capacity, party of the second Dart.

WITNESSETH:

That for and in consideration of the premises, party of the first part has bargained and sold, and does hereby grant and convey, unto the party of the second part, its successors and assigns, forever, the real property and real property rights as hereinafter more fully set forth in connection with the <u>Date Hollow</u> Froject, <u>Cumberland</u> County

69-0-37-581-717

R/W Form No. 74 (Revised 1(-15-62) PARCEL: 21

Beginning at a tree in the west right-of-way line of Chestnut Grove Road, said tree corner to E. Guthrie and said road; thence with Guthrie's line S 3° 55' E. 524.1 ft. to a point in G. Edwards' line, said point corner to E. Guthrie and G. Edwards; thence with G. Edwards' line the following calls: \$ 49° 21! W. 128.6 ft. to a set stone witnessed by a 6 inch oak; N 79° 26' W, 210.9 ft. to a 6 inch twin poplar: N 20° 56' W 344.7 ft. to a corner witnessed by two 12 inch white oaks; \$ 55° 42' W 415.4 ft. to a cross on rock in falls; thence with the branch and Edwards line S 4° 32' E, 577.2 ft. to a painted cross on rock in center Time of the branch; said rock corner to Edwards and U.S. Government; thence with the government line the following calls: 5 43° 00' W, 290.0 ft.; S 11° 58' E, 335.7 ft. to two corner trees; S 84° 00' N, 920.0 ft.; N 13° 30' H, 1,141.2 ft. to cross on rock in centerline of branch; N 53° 53' W, 711.3 ft. to cross on rock in centerline of branch; said rock corner to E. Guthrie and U.S. Government; thence with E. Guthrie line the following calls: N 41° 22' E, 983.2 ft. to a 30 inch white oak; N 22° 27' W, 401.3 ft.; N 51° 19' E, 785.7 ft.; S 38° 35' E, 313.8 ft. to he point in the west right-of-way line of Chestnut Grove Road, said point corner to E. Guthrie and said road; thence with said right-of-way line the following calls: S'34° 55' E, 453.1 ft.; S 27° 00' E, 466.4 ft.; S 63° 48° E, 654,7 ft.; S 53° 23' E, 309.3 ft. to the beginning, containing 93 acres, more or less. 11:

Being all of the same property conveyed by deed from O. F. Guthrie, et ux to Hall Guthrie dated December 12, 1967 and recorded in Deed Book 71, page 67 in the Cumberland County Court Clerk's Office.

1

PARCEL 210

Beginning at a point in the east right-of-way line of Chestnut · Grove Road, said point corner with H. Collins and said road; thence with Collins' line the following calls: S 45° 34' E, 780.5 ft.; S 17º 02' E, 28.3 ft. to a corner with collins in the east rightof-way line of Chestnut Grove Roads thence with said right-of-way Tine the following calls: N 64° 06* N, 253.2 ft.: N 62° 39' N, 154.7 ft.; N 340-52 M, 193.5 ft.; N 210 08! W, 249.9 ft. to the beginning, containing 1.5 acress more or less.

Being all of the same property conveyed by deed from 0. T. Guthrie et ux to Hall Guthrie dated December 12, 1957 and recorded in Deed Book 71, page 67 in the Cumberland County Court Clerk's Office.

R/N Form No. 74A

Sheet No.

of Commissioner's Deed

TO HAVE AND TO HOLD said property unto the party of the second part, its successors and assigns, with all the rights and privileges thereunto belonging, forriderpurpterreinconstructiverreinterreinteities thentisegnedictive of the second s orfræðigkungsrænof i beri kidikarefikikærefirseid Beskudmeninikofræskikeri. Exercisedy. all of which is for the public purpose of development of the Dale Hollow

Reservoir State Park Said conveyance is made by the Special Commissioner only in his official capacity and does not imply any personal liability therefor. The parties to said action, whose title is passed by this conveyance, are the Defendants in the above described action.

IN TESTIMONY WHEREOF, the party of the first part has hereunto set his hand this the day and year first above written.

mexicai Commissioner

Court Cumberland Circuit

1972

Examined and approved in open Court this 10 day of 20

Judge Court curi-i-

STATE OF KENTUCKY

CUMBERLAND CIRCUIT COURT

Master The Special Commissioner of the . Court, Cumberland Circuit produced the foregoing deed of conveyance to the Commonwealth of Kentucky, Department of Finance Parks for the use and benefit of the Department of Mignus, which was examined and approved by the Court, and the said Commissioner acknowledged same to be his true act and deed; wherefore, the same was ordered to be and is hereby certified to the proper office for record. · • •

DAVID G. CARROLL ATTORNEY AT LAW SOMERSET KENTUCKY

tidanc'

2.

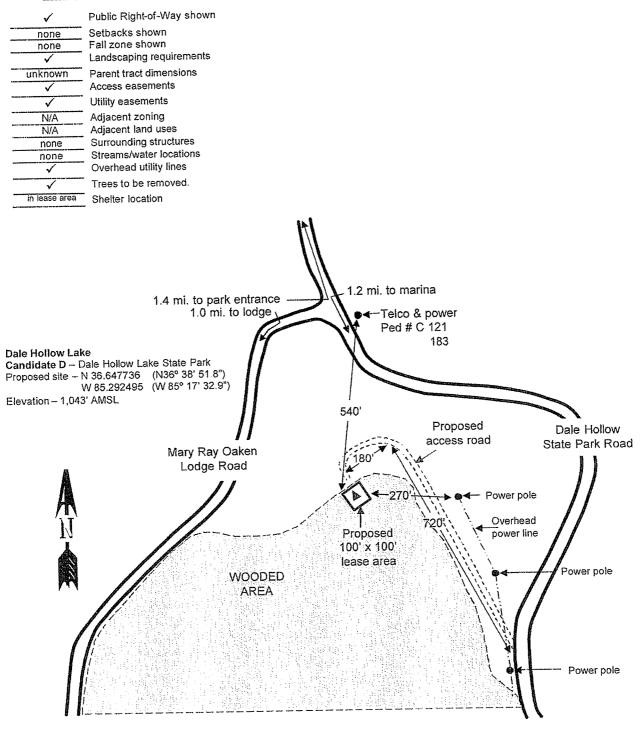
Clerk, Court Cumberland Circuit

EXHIBIT "B"

Description of Leased Premises

DETAILED SITE SKETCH – (Not to Scale)

CHECKLIST



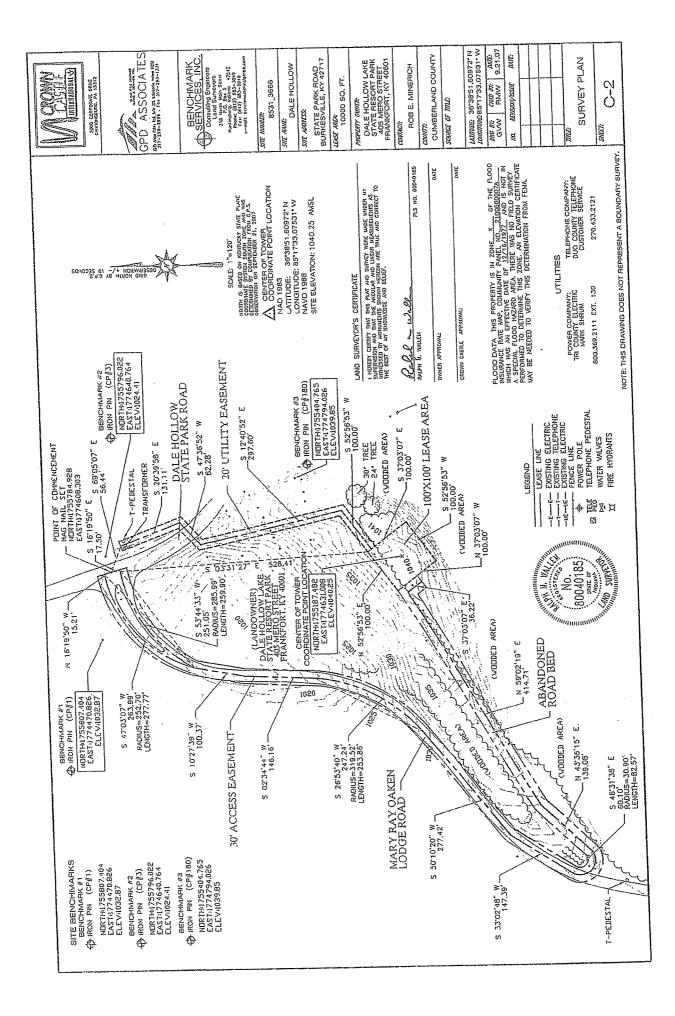
8531-3666 [SCIP Dale Hollow Lake] Candidate D.doc

EXHIBIT "C"

Copy of Survey

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1554473 v6 100462-000 10/25/07



AN COMN LISSINGLAS LISSINGLAS LOCATION N. 1312	GPD As marrierand GPD As SSOCIATES university of 197-195-1931	EENCHMARK EENCICES, INC. Consultor Editores I and Surveyor I and S	<i>SATE NUMBER</i> 8531_3666	SIT MUC DALE HOLLOW - SIT LUMESS BURKESVILE, IN: 42717 BURKESVILE, IN: 42717	12457 AREA: 10000 SQ. FT.	PROPERT DINTER DALE HOLLOW LAKE STATE RESORT PARK 405 MERO STREET FRANKFORT, KY 40601	CONTACT: ROB E. MINERICH COUNT:	CUMBERLAND COUNTY	LATTURE 36'36'1.60972" N VATTURE 85'17'33.07531" W	6	AR, REPERDAY/ISSUE BALE:	00040185	DATE MILE SURVEY PLAN	ME SHETT: C-28
DESCRIPTION OF LEASE AREA A PART OF THE DALE HOLLOW LAKE STATE RESORT PARK, CUMBERLAND COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMENCING AT A PK NAIL SET AT THE INTERSECTION OF DALE HOLLOW PARK ROAD AND MARY OAKEN LODGE COMENCING AT A PK NAIL SET AT THE INTERSECTION OF DALE HOLLOW PARK ROAD AND MARY OAKEN LODGE ROAD AND MANUG THE REKTUCKYS STATE PLANE SOUTH SCORT SOUTH SCONTONATES OF NORTH TEST SCA ROAD AND MANUG THE REKTUCKYS STATE PLANE SOUTH SCORT SOUTH SCONTONATES OF NORTH TEST SCANTH AT DEGREES DI	A PART OF THE LESS ARE DESCRPTION AND TRUE PLACE OF BECINNING, ITTUME JOUND WEST 100.00 CORNER OF THE LESS AREA DESCRPTION AND TRUE PLACE OF BECINNING, INTERA JOUND SERI 100.00 MINUTES OT SECONDS EAST 100.00 FEET, THENCE SOUTH 32 DEGREES 56 MINUTES 55 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BECINNING AND CONTAINING 10,000 SQUARE MINUTES 53 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BECINNING AND CONTAINING 10,000 SQUARE FEET, MORE OR LESS. 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EXHIBIT "D"

Form of Memorandum of Option and Ground Lease Agreement

Site Name: Dale Hollow, Burkesville Site Number: 8531-3666

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum") is made this ______ day of ______, 2007, by and between Commonwealth of Kentucky, Department of Parks, having a mailing address of Division of Real Properties, Bush Building, Third Floor, 403 Wapping Street, Frankfort, Kentucky 40601 ("Lessor") and Crown Communication Inc., a Delaware corporation, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 ("Lessee").

- 1. Lessor owns a tract of land described in Deed Book 74, page 167, Cumberland County, Kentucky Clerk's Office ("Lessor's Property").
- Lessor granted Lessee an option to lease a portion of Lessor's Property pursuant to an Option and Ground Lease Agreement by and between Lessor and Lessee dated ______ 2007 (the "Agreement"), as evidenced by a Short Form Option Agreement of record in Book _____, page Cumberland County, Kentucky Clerk's Office.
- 3. Pursuant to the terms and conditions set forth in the Agreement, on Lessee exercised its option to lease a portion of Lessor's Property.
- 4. The Agreement provides for an Initial Term of fifteen (15) years with an option for one (1) fifteen (15) year Renewal Term unless terminated in accordance with the provisions of the Agreement.
- 5. In consideration of the Rent and other consideration as set forth in the Agreement, Lessor leases to Lessee a parcel of land more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Leased Premises").
- 6. Pursuant to the terms, conditions and special exceptions set forth in the Agreement, if Lessor receives an offer to purchase any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual easement, (iii) a lease, (iv) any or all portions of Lessor's interest in the Agreement, or (v) an option to acquire any of the foregoing, Lessor grants Lessee a right of first refusal to meet such offers.
- 7. Lessor shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property.
- 8. The terms, covenants and provisions of the Agreement, of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.
- 9. This Memorandum may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR: Commonwealth of Kentucky

Recommended:

Department of Parks

Ernie Fletcher, Governor

Approved as to form and legality:

Patrick W. McGee, Attorney Finance and Administration Cabinet

Approved:

Robert M. Burnside, Secretary Finance and Administration Cabinet

Examined:

Counsel to Governor

COMMONWEALTH OF KENTUCKY COUNTY OF _____

Before me, _________ the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ernie Fletcher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Governor of the Commonwealth of Kentucky, the within named bargainor, and that he as such Governor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Commonwealth by himself as Governor.

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Witness my hand and seal, at office in _____, Kentucky, this the ___ day of _____, 20___.

NOTARY PUBLIC

My Commission Expires:

LESSEE:

Crown Communication Inc., a Delaware corporation

By:____

David J. Tanczos, Vice President – National Site Development

COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON

Before me, _________the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared David J. Tanczos, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President – National Site Development, of Crown Communication Inc., the within named bargainor, a Delaware corporation, and that he as such Vice President – National Site Development, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Vice President – National Site Development.

))

Witness my hand and seal, at office in Canonsburg, Pennsylvania this the _____ day of _____, 20

NOTARY PUBLIC

My Commission Expires:

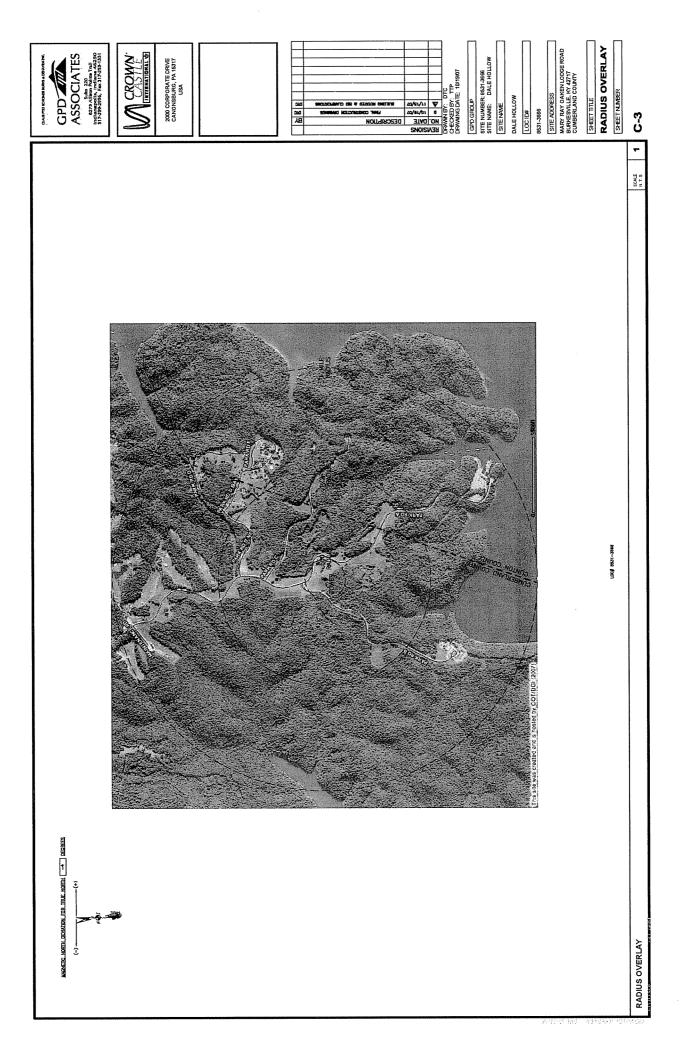
Prepared by:

James L. Murphy III Boult Cummings Conners Berry, PLC 1600 Division Street, Suite 700 Nashville, TN 37203 615-252-2303

James L. Murphy III

<u>Exhibit M</u>

Aerial Photograph of 500-Foot Radius



<u>Exhibit N</u>

List of Owners of Property Adjoining Dale Hollow State Park

Office_Address_List

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ZIP Code 42717	30528	42653	42653	40207	40207	42717	40422	42602	42602	38573	42164	42164	46217	42717	42717	42717	42717	46221	40014	40014	46835	46835	42748	42748	42748	40014	40014	46203
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Addr City Burkesville	Cleveland	Whitley City	Whitley City	St. Matthews	St. Matthews	Bow	Danville	Albany	Albany	Monroe	Scottsville	Scottsville	Indianapolis	Bow	Bow	Burkesville	Burkesville	Indianapolis	Crestwood	Crestwood	Fort Wayne	Fort Wayne	Hodgenville	Hodgenville	Hodgenville	Crestwood	Crestwood	Indianapolis
Company Name Address Line 1 Chestnut Grove Church State Park Road	2231 Town Creek Rd.	3686 Beulah Heights	3686 Beulah Heights	316 N Hubbards Lane	316 N Hubbards Lane	330 Frogue Road	109 Aberdeen Drive	P.O. Box 177	P.O. Box 177	151 Norrod Road	670 Spears Road	670 Spears Road	6102 Orinoco Avenue	98 Jennings Road	98 Jennings Road	3012 Crocus Creek Road	3012 Crocus Creek Road	5144 Mann Road	4724 Three Lakes Road	4724 Three Lakes Road	8314 Rail Fence Road	8314 Rail Fence Road	3030 Old Elizabethtown Road	3030 Old Elizabethtown Road	3030 Old Elizabethtown Road	4724 Three Lakes Road	4724 Three Lakes Road	3609 Spann Avenue
Last Name	Allison, Jr.	Barnett	Barnett	Butler	Butler	Capps	Cloud	Conner	Conner	Eaves	England	England	Ferguson	Flowers	Flowers	Grider	Grider, Jr.	Groce	Haertzen	Haertzen	Houston	Houston	Jennings	Jennings	Jennings	Kemper	Kemper	Riddle
Title First Name	Lester	Howard	Debbie	Jerry Ray	Jerry Ray	Brance	Rose Tuggle	Susan	Luther	Terry	Sandra	Gene	Bruce	Franklin	Rosemary	Candace	Jessie	Joy	Mark	Debra	John	Sarah	Nadine	Bobby	Bobby	Sherrie	Bill	David

12/11/2007

Office_Address_List

Dale	Dale Scott	302 Hillside Circle	Cadiz	≿	42211
David	Sergent	250 Levi Lane	Burkesville	¥	42717
ardaret	Tedrowe	355 East Ohio Street	#20 Indianapolis	Z	46204
Sam Sam	Tedrowe .lr	355 East Ohio Street	#20 Indianapolis	Z	46204
athrvn	Tunde	109 Aberdeen Drvie	Danville	¥	40422
Chirley Flaine		13839 Willow Court	Sterling Heights	M	48313
Croadry	Co (10-11	13839 Willow Court	Sterling Heights	MI	48313



James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: jmurphy@boultcummings.com

December 11, 2007

Via Certified Mail, Return Receipt Requested

Lester Allison, Jr. 2231 Town Creek Rd. Cleveland, GA 30528

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

Crown Communications Inc., has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new wireless communications facility. The wireless communications facility will be located at the Dale Hollow State Park in Cumberland County, Kentucky (36°38'51.60972" N latitude, 85°17'33.07531" W longitude). The wireless communications facility will be comprised of a 190 foot self-supporting antenna tower, plus lightning arrestor and related ground facilities. An aerial photograph showing the location of the proposed new facility within the Dale Hollow State Park is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. <u>Your initial communication to the Commission must be received</u> by the Commission within 20 days of the date of this letter.

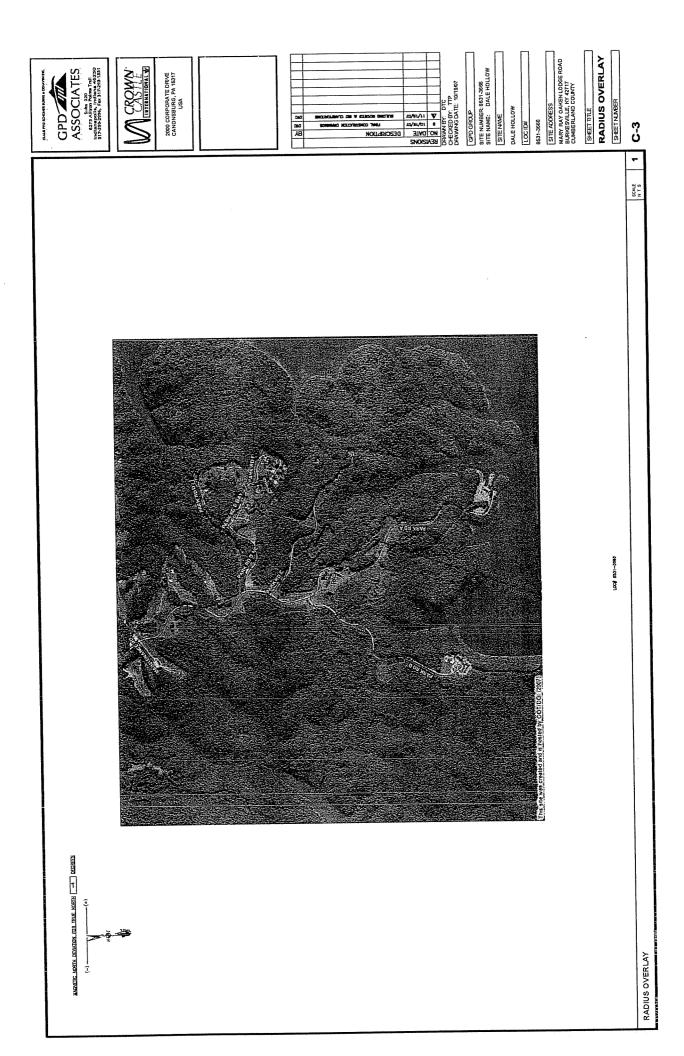
Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No.2007-00505** in your correspondence. If I can be of assistance to you, please do not hesitate to contact me.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

James L. Murphy, III

JLM/cw Enclosure





James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: <u>imurphy@boultcummings.com</u>

December 11, 2007

Via Certified Mail, Return Receipt Requested

Sandra England 670 Spears Road Scottsville, KY 42164

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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Very truly yours,

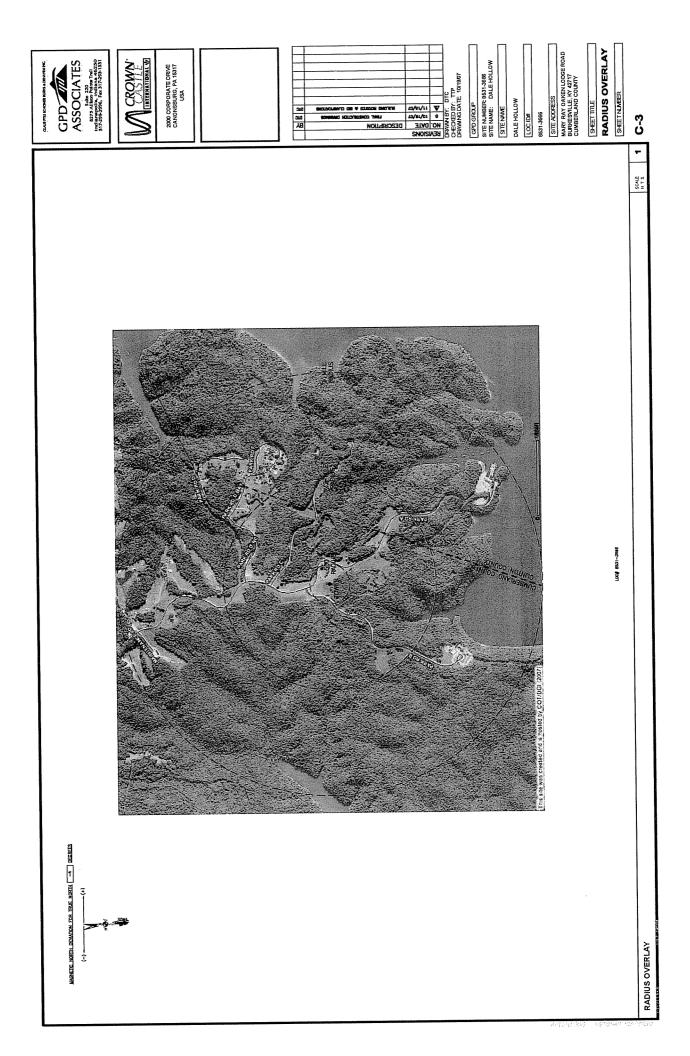
BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: James I. Murphy

JLM/cw Enclosure

LAW OFFICES 1600 DIVISION STREET . SUITE 700 · P.O. BOX 340025 · NASHVILLE . TN · 37203 TELEPHONE 615.244.2582 FACSIMILE 615.252.6380 www.boultcummings.com

James L. Murphy, III





December 11, 2007

Via Certified Mail, Return Receipt Requested

Gene England 670 Spears Road Scottsville, KY 42164

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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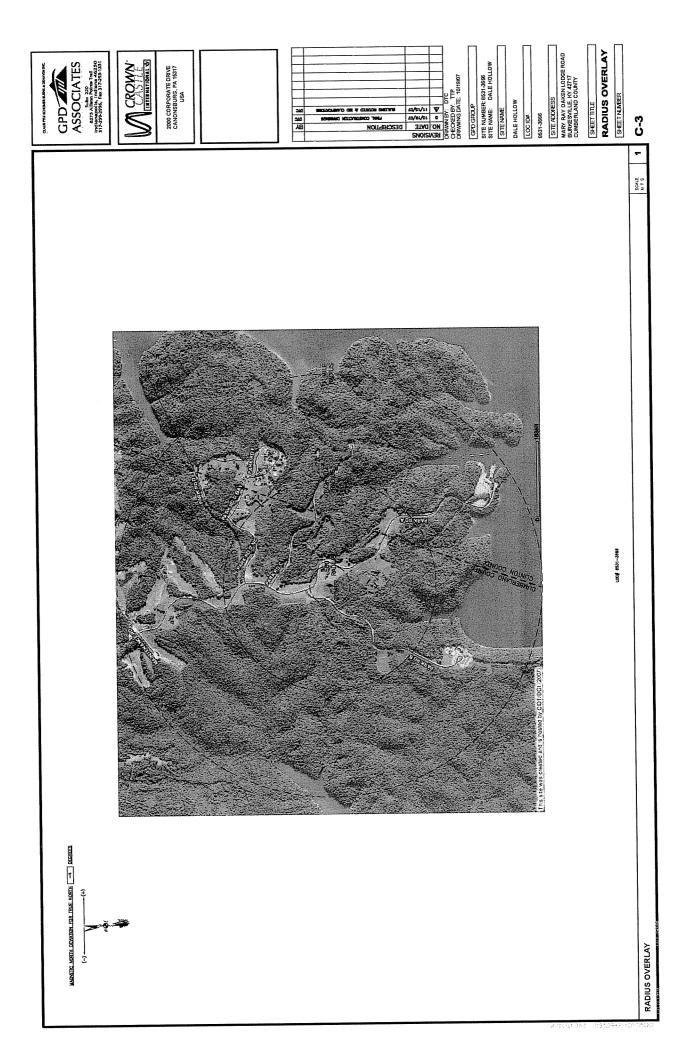
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Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

(By: James L. Murphy, III

JLM/cw Enclosure





December 11, 2007

Via Certified Mail, Return Receipt Requested

Shirley Elaine Ueber 13839 Willow Court Sterling Heights, MI 48313

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

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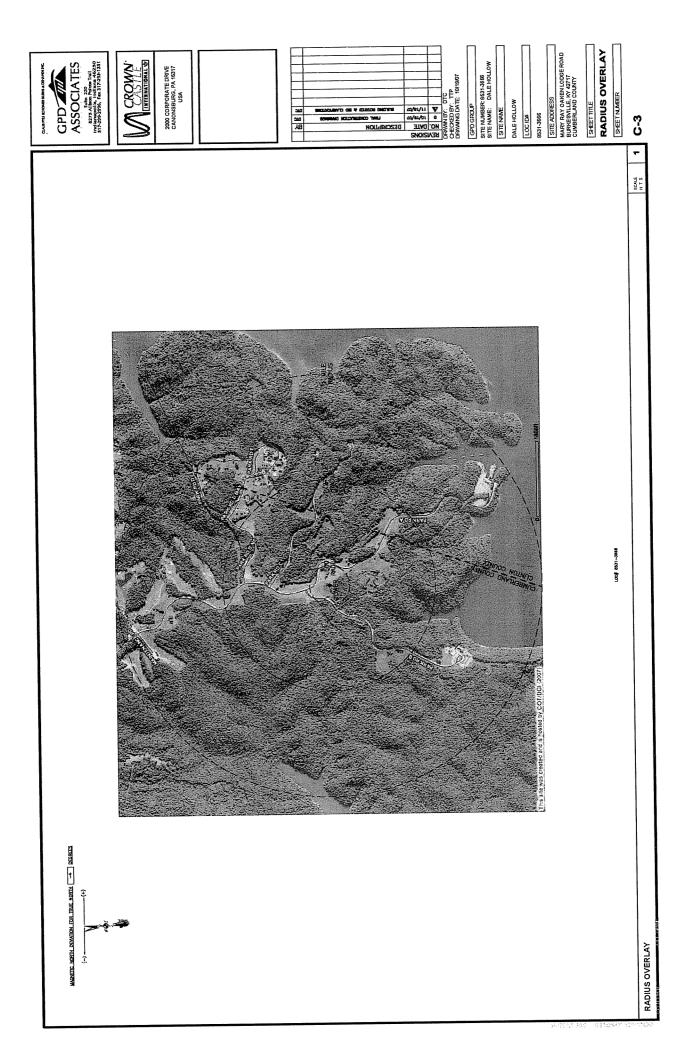
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Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

James L. Murphy, III

JLM/cw Enclosure





December 11, 2007

Via Certified Mail, Return Receipt Requested

Kathryn Tuggle 109 Aberdeen Drvie Danville, KY 40422

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

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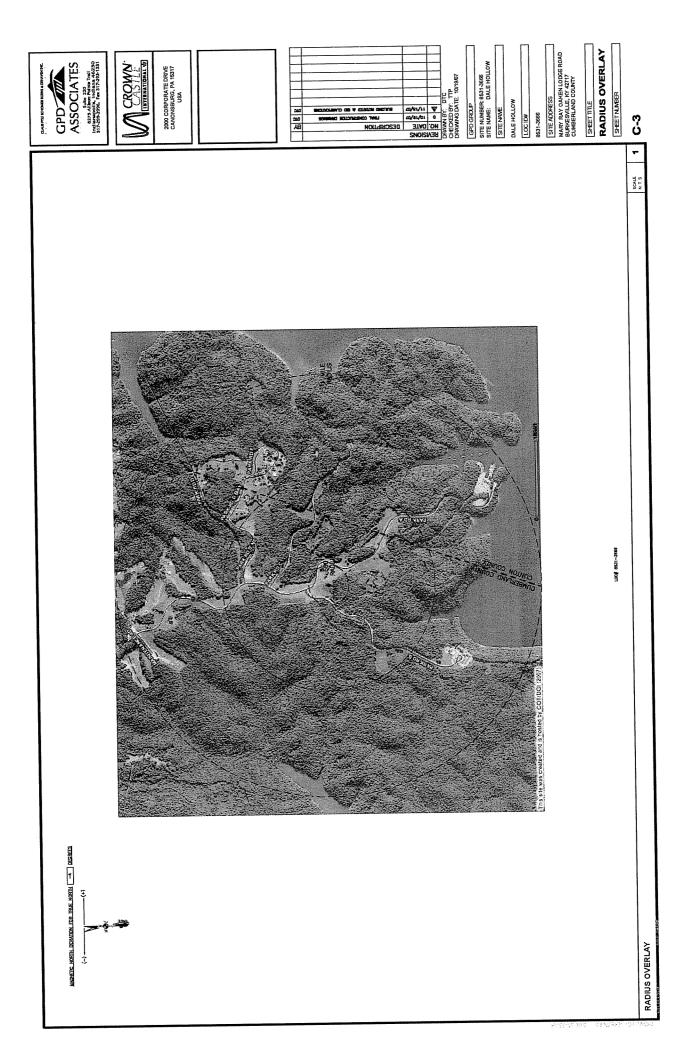
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Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

Rù James L. Murph





(615) 252-2302 Fax: (615) 252-6303 Email: <u>imurphy@boultcummings.com</u>

December 11, 2007

Via Certified Mail, Return Receipt Requested

Brance Capps 330 Frogue Road Bow, KY 42717

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

Crown Communications Inc., has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new wireless communications facility. The wireless communications facility will be located at the Dale Hollow State Park in Cumberland County, Kentucky (36°38'51.60972" N latitude, 85°17'33.07531" W longitude). The wireless communications facility will be comprised of a 190 foot self-supporting antenna tower, plus lightning arrestor and related ground facilities. An aerial photograph showing the location of the proposed new facility within the Dale Hollow State Park is enclosed.

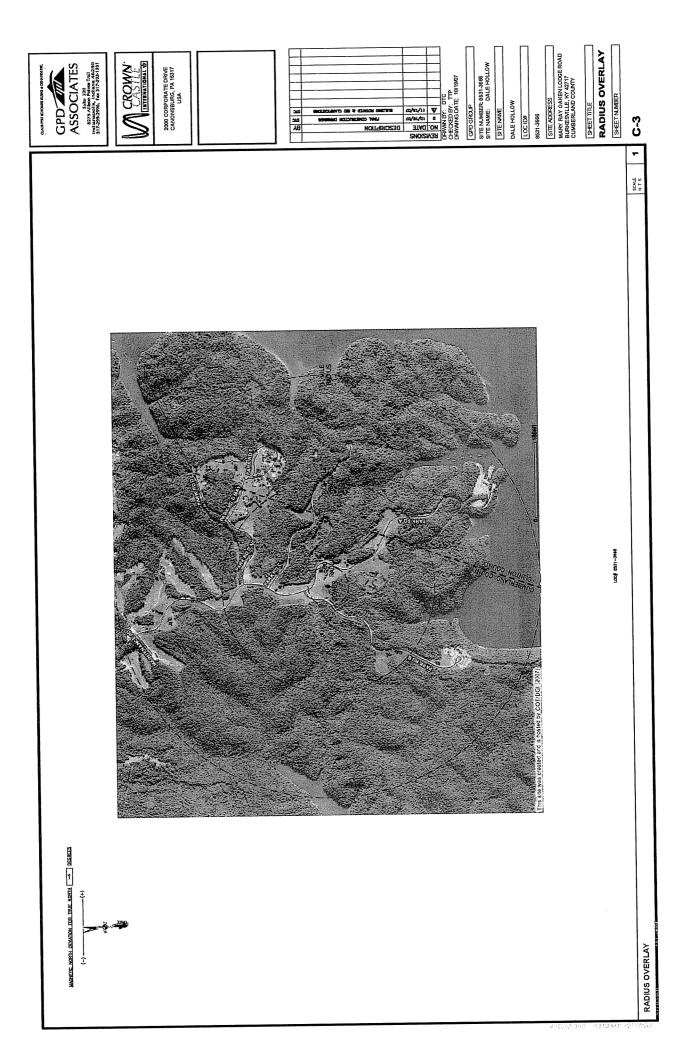
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Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No.2007-00505** in your correspondence. If I can be of assistance to you, please do not hesitate to contact me.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

CBY: ames L. Murphy ЖI





December 11, 2007

Via Certified Mail, Return Receipt Requested

Rose Tuggle Cloud 109 Aberdeen Drive Danville, KY 40422

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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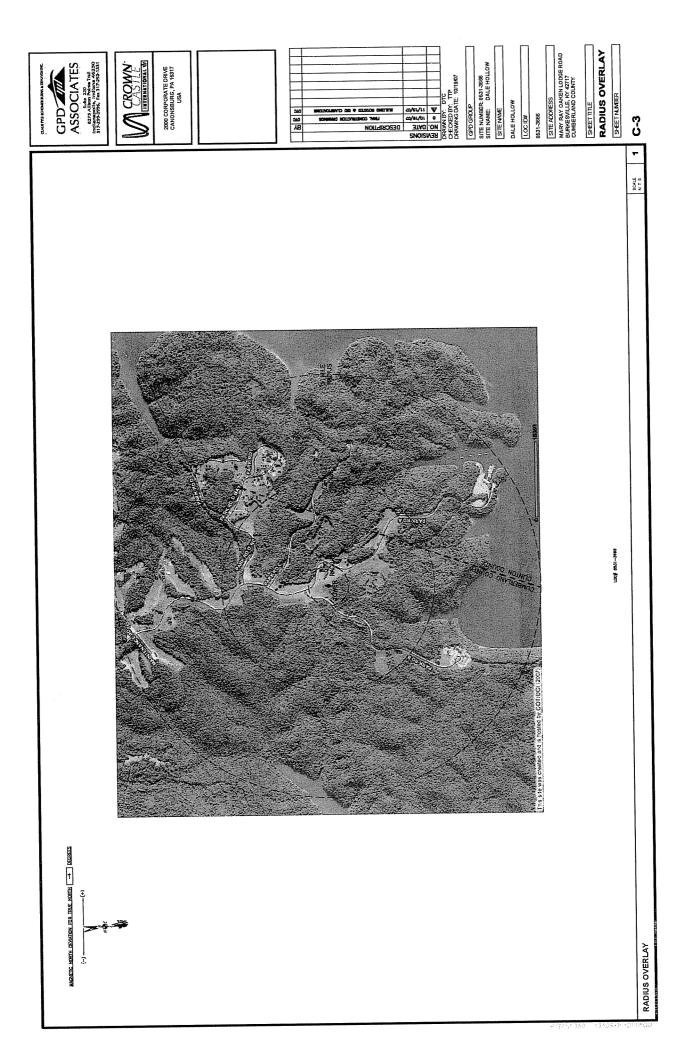
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BOULT, CUMMINGS, CONNERS & BERRY, PLC

Jamés K. Murphy

JLM/cw Enclosure





December 11 2007

Via Certified Mail, Return Receipt Requested

Candace Grider 3012 Crocus Creek Road Burkesville, KY 42717

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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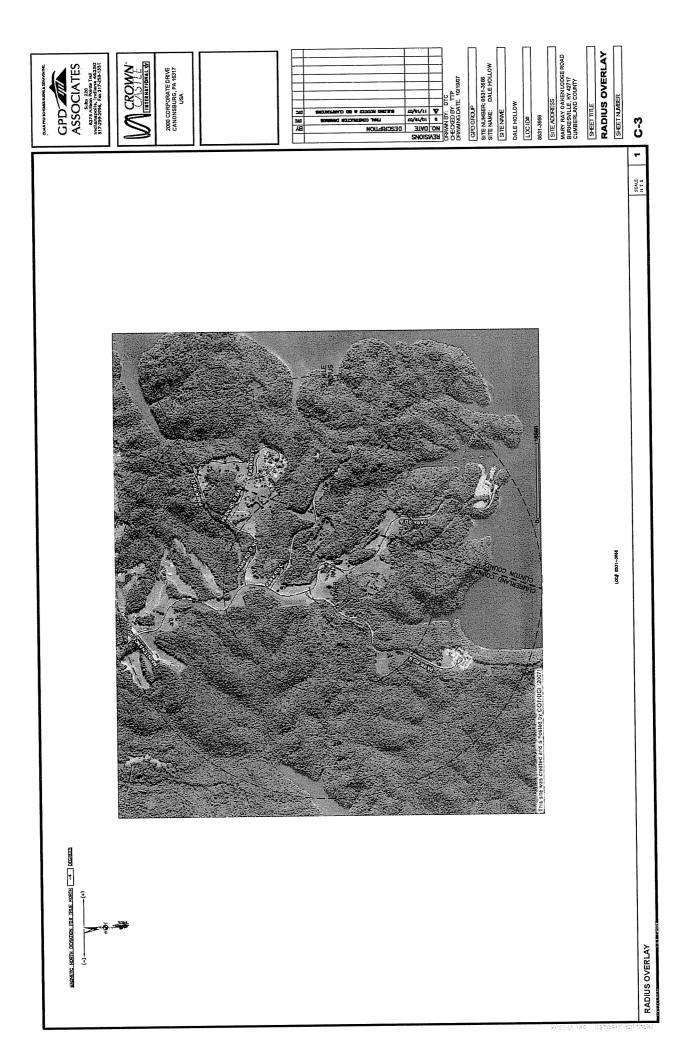
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BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: James J

JLM/cw Enclosure





December 11, 2007

Via Certified Mail, Return Receipt Requested

Jessie Grider, Jr. 3012 Crocus Creek Road Burkesville, KY 42717

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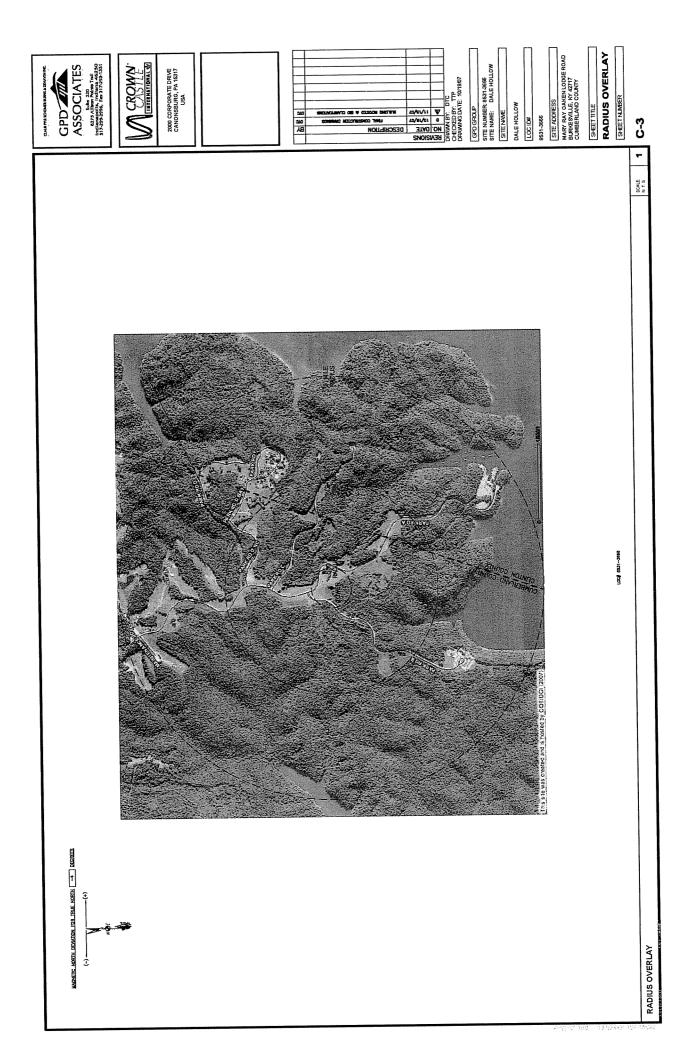
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 \mathbf{R} James L. Murp

JLM/cw Enclosure





December 11, 2007

Via Certified Mail, Return Receipt Requested

Dale Scott 302 Hillside Circle Cadiz, KY 42211

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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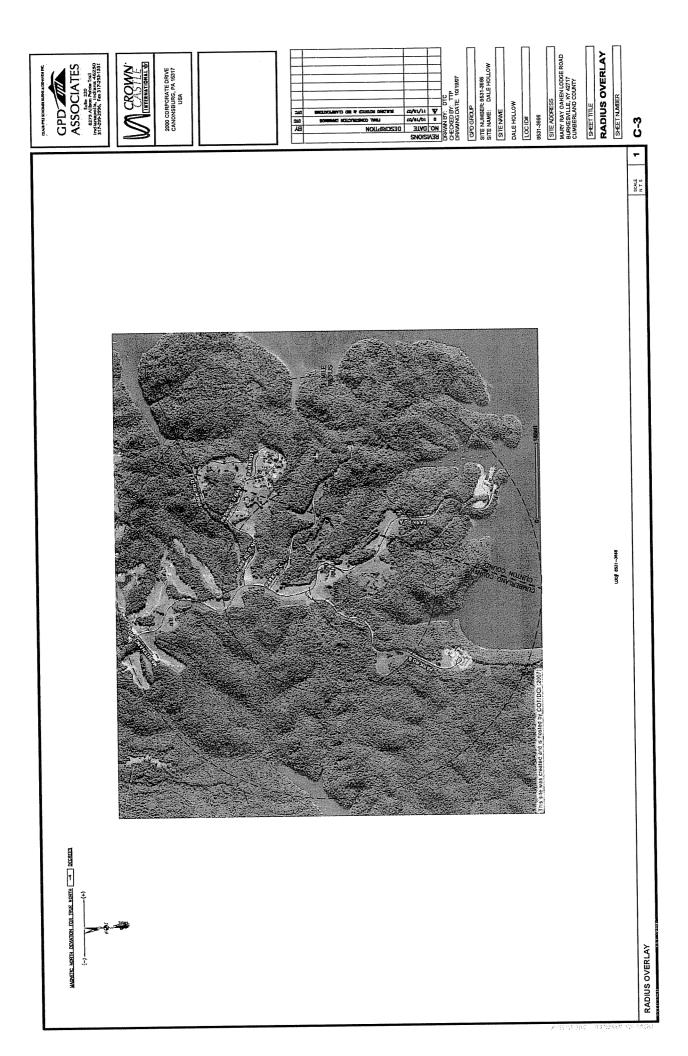
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BOULT, CUMMINGS, CONNERS & BERRY, PLC

CBv: James L. Murphy

JLM/cw Enclosure





December11, 2007

Via Certified Mail, Return Receipt Requested

Susan Conner P.O. Box 177 Albany, KY 42602

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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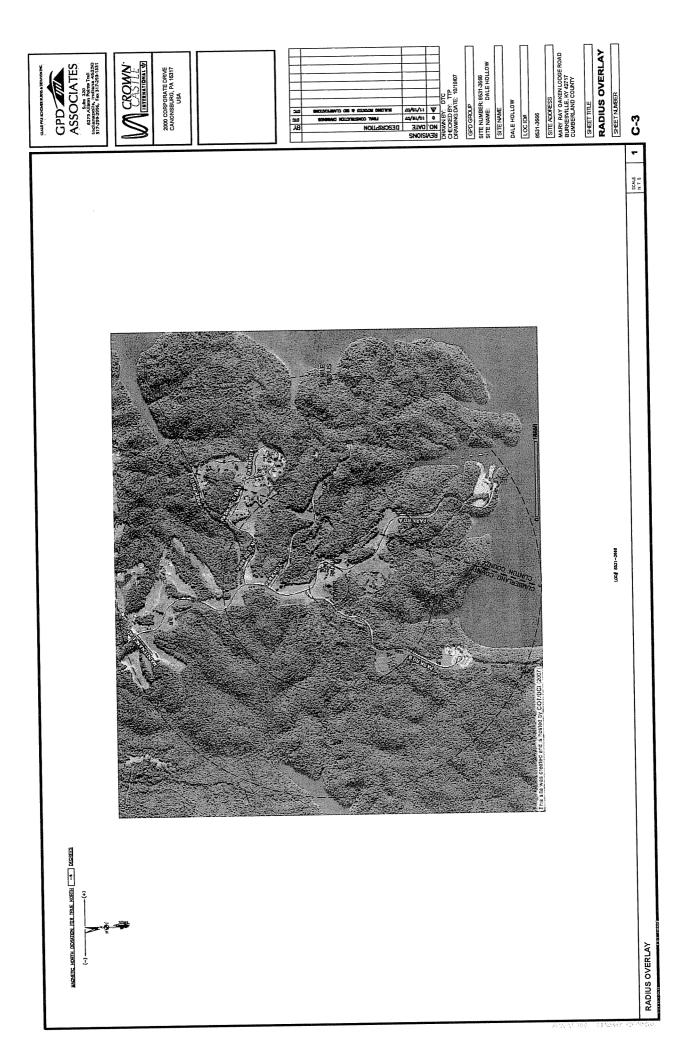
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James L. Murphy, III

JLM/cw Enclosure





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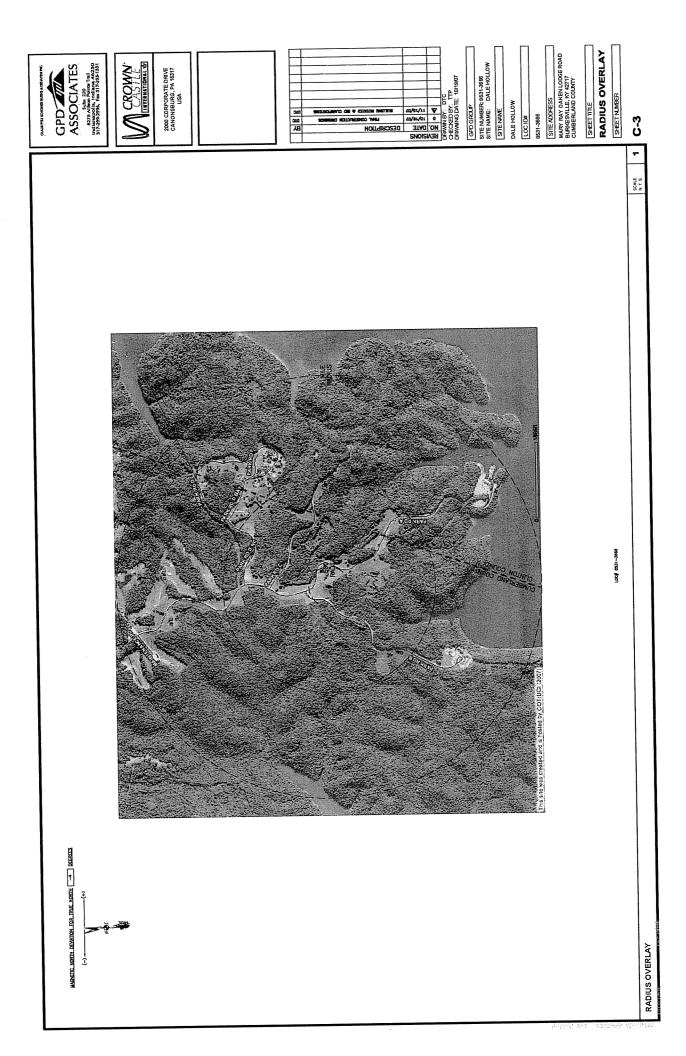
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By: James E. Murphy, III

JLM/cw Enclosure





December 11, 2007

Via Certified Mail, Return Receipt Requested

Jerry Ray Butler 316 N Hubbards Lane St. Matthews, KY 40207

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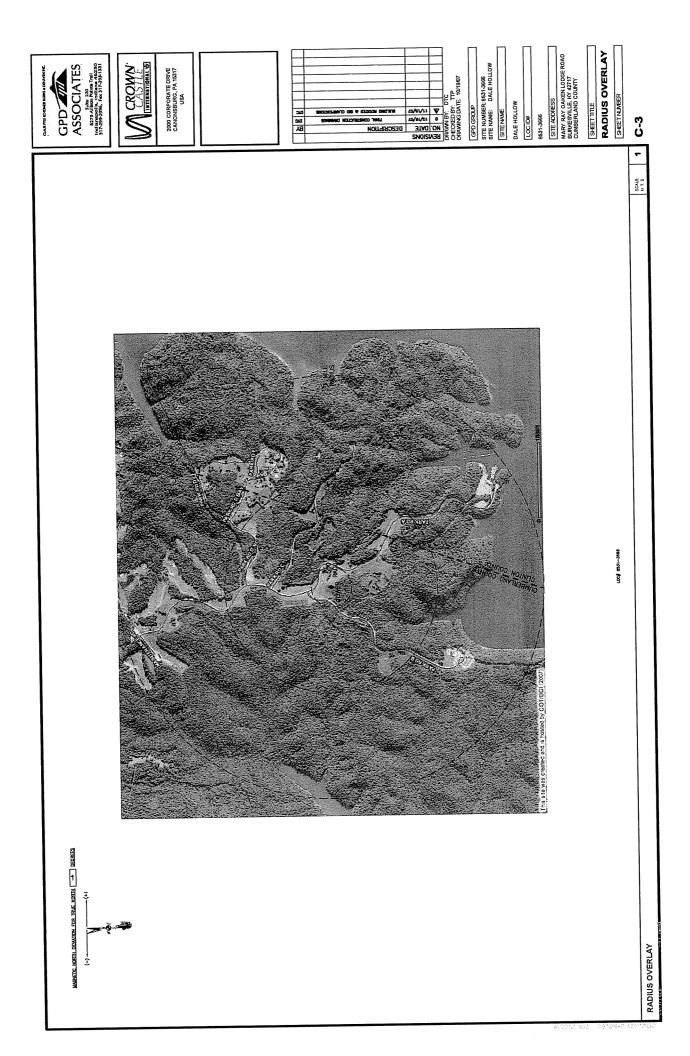
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James L. Murphy, III

JLM/cw Enclosure





December 11 2007

Via Certified Mail, Return Receipt Requested

Debra Haertzen 4724 Three Lakes Road Crestwood, KY 40014

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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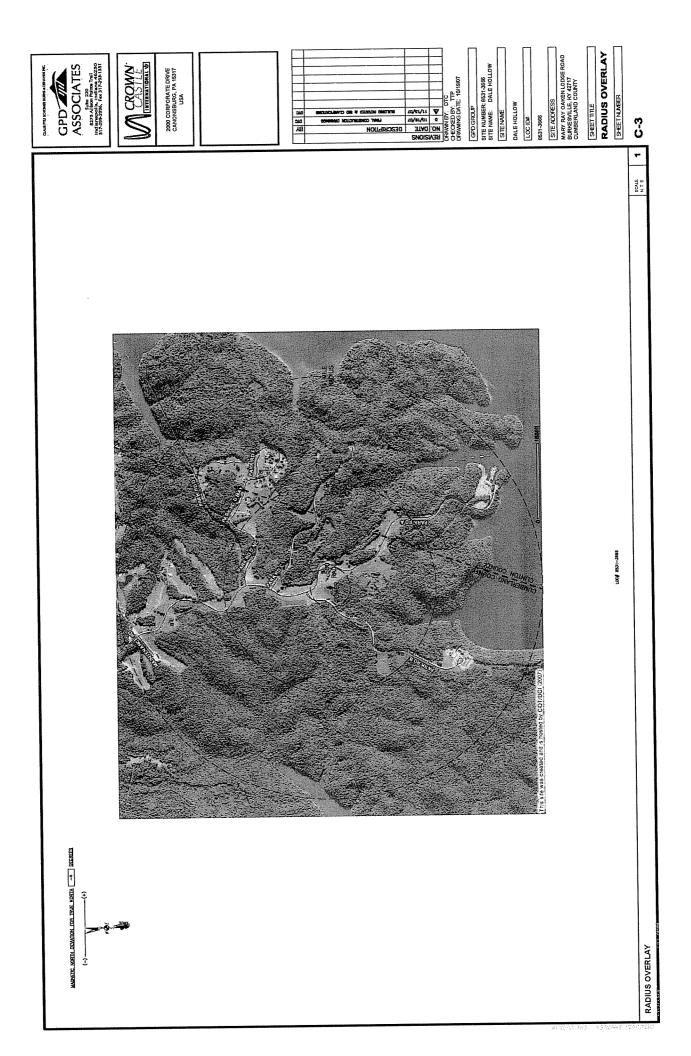
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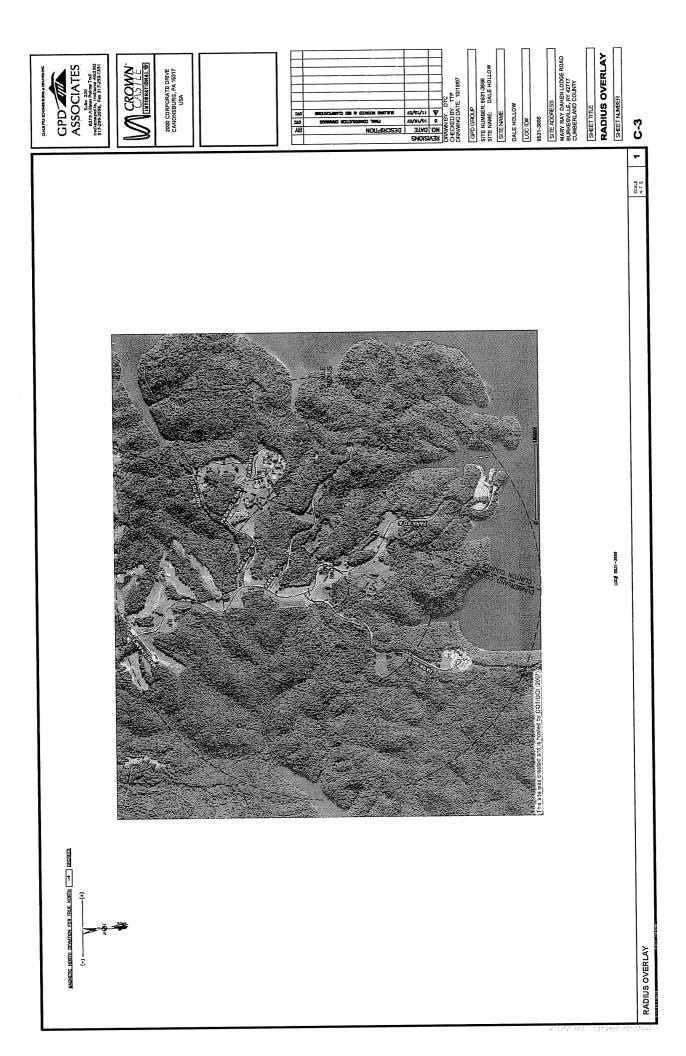
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December 11, 2007

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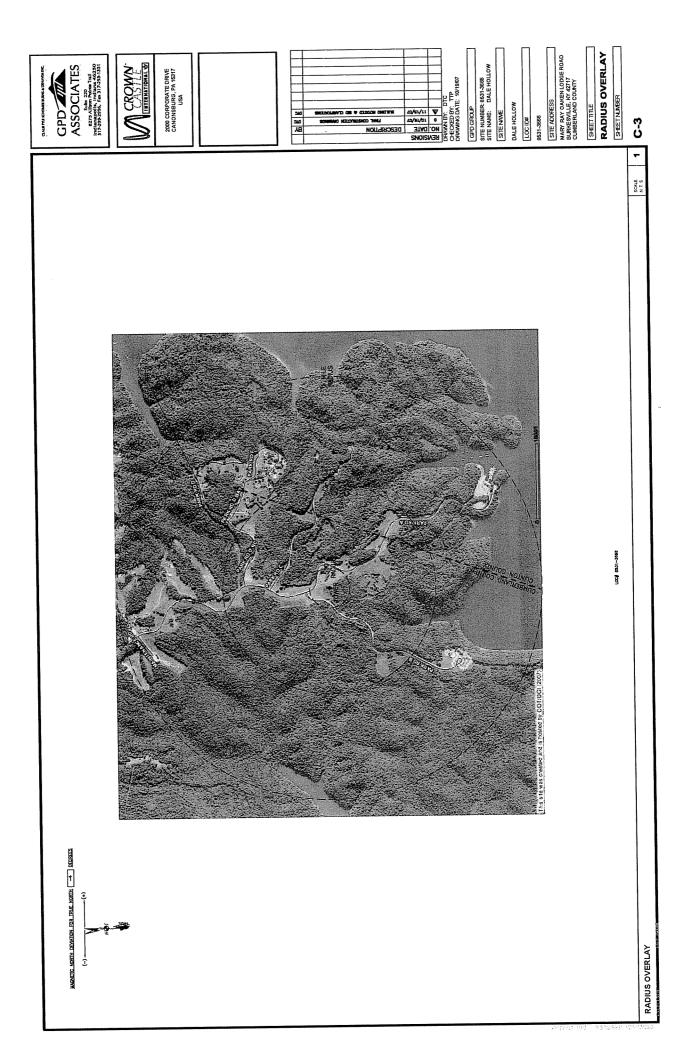
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December11, 2007

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Bill Kemper 4724 Three Lakes Road Crestwood, KY 40014

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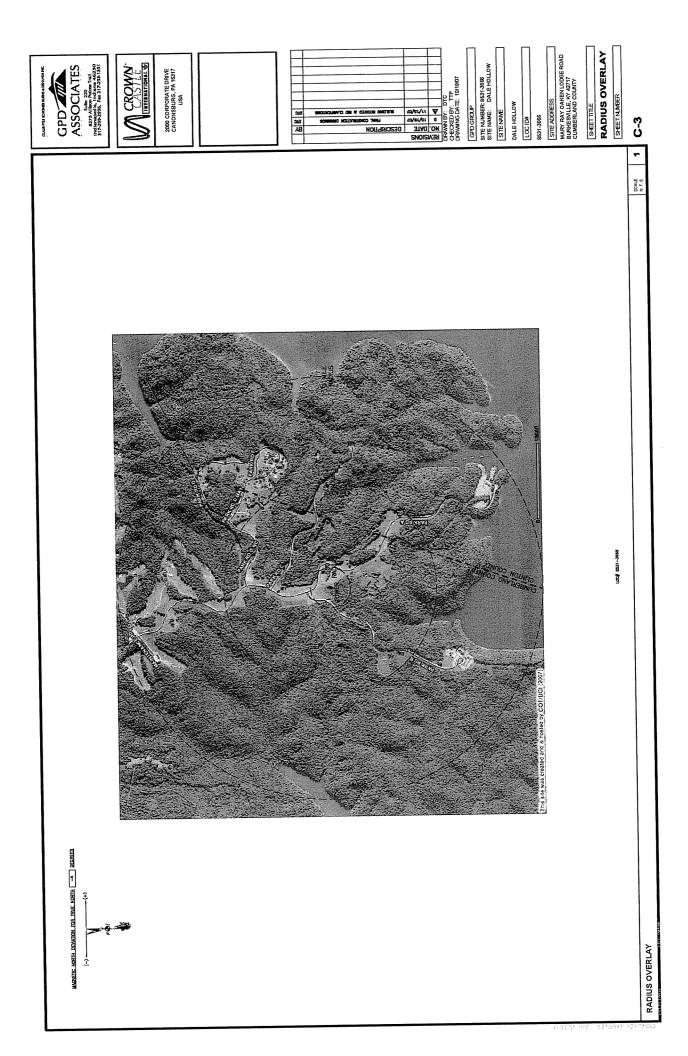
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James L. Murphy, III

JLM/cw Enclosure





December 11, 2007

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Sarah Houston 8314 Rail Fence Road Fort Wayne, IN 46835

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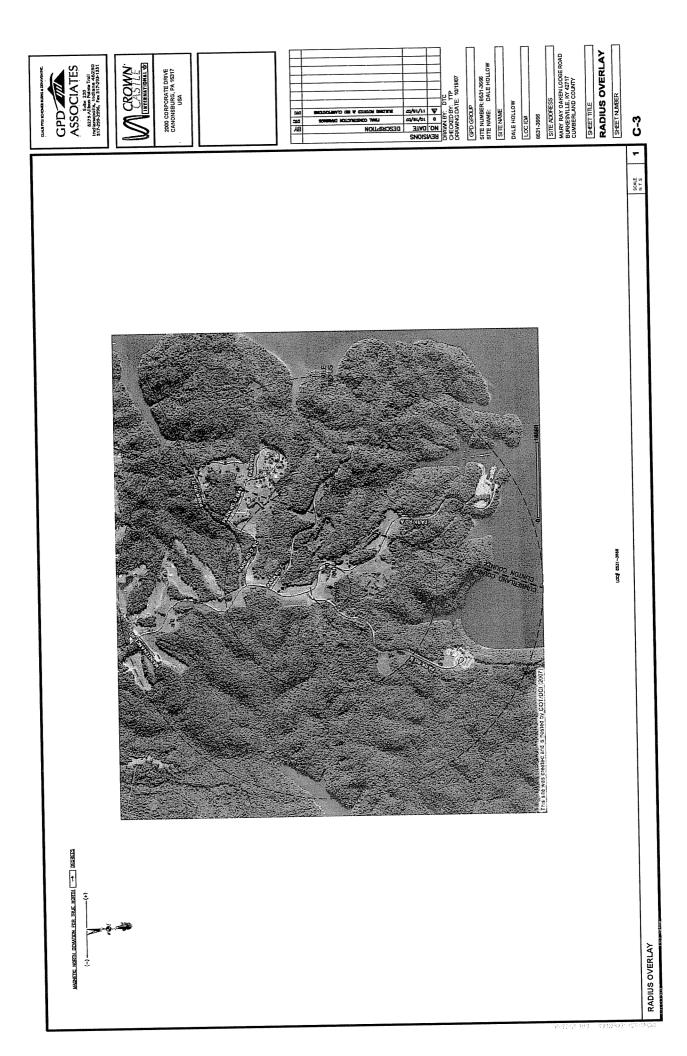
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December 11, 2007

Via Certified Mail, Return Receipt Requested

Howard Barnett 3686 Beulah Heights Whitley City, KY 42653

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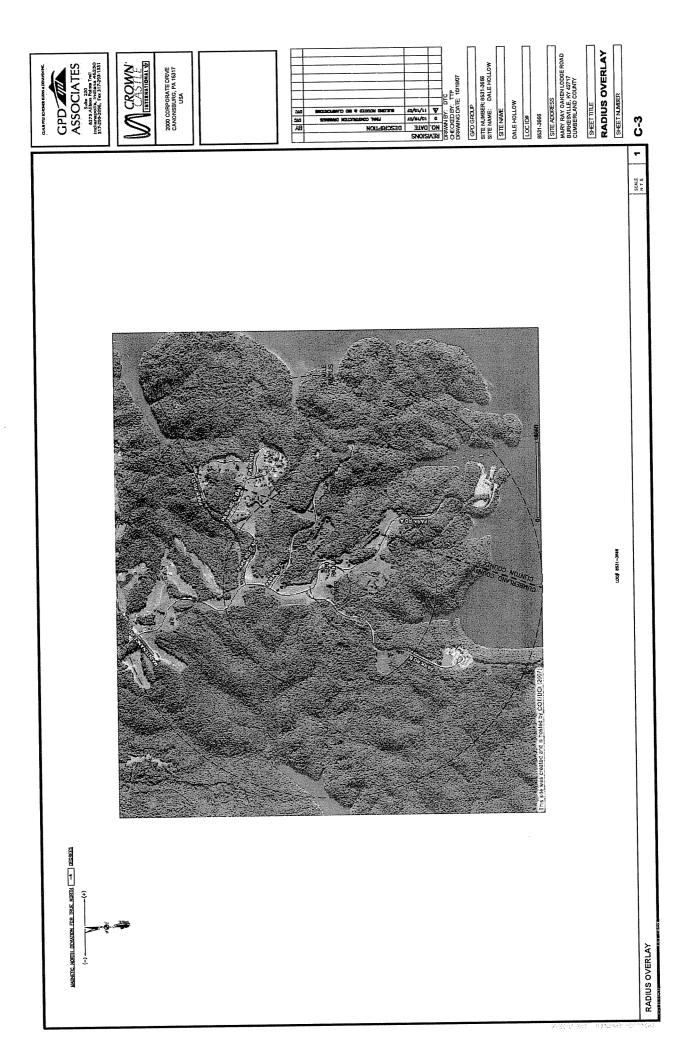
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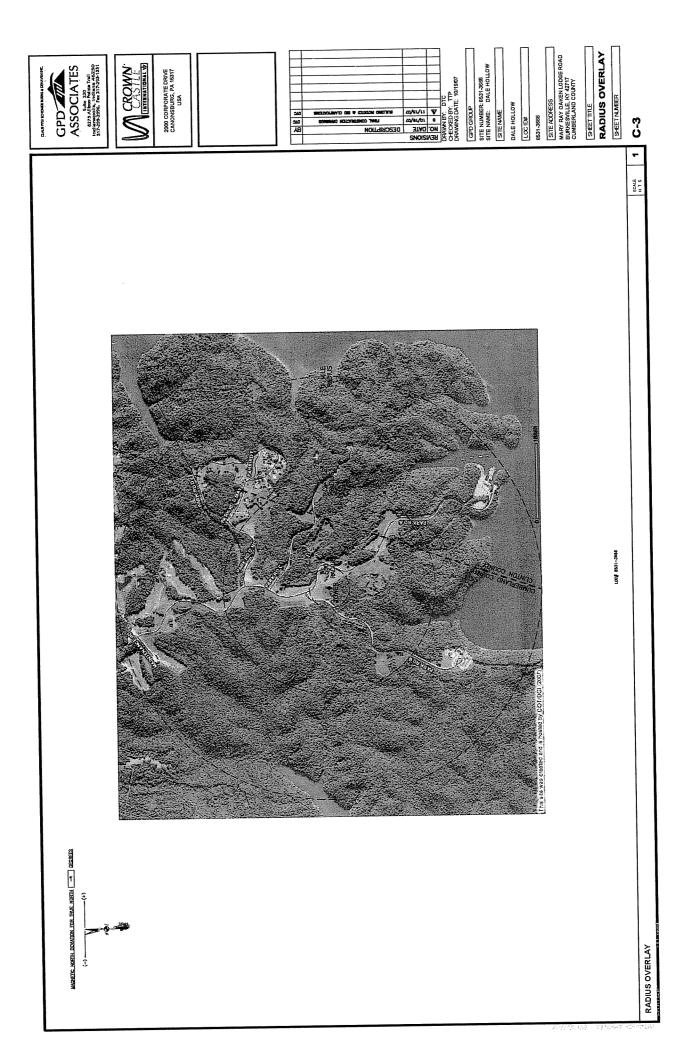
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James L. Murphy, III





James L. Murphy, Ill (615) 252-2302 Fax: (615) 252-6303 Email: <u>jmurphy@boultcummings.com</u>

December 11, 2007

Via Certified Mail, Return Receipt Requested

David Riddle 3609 Spann Avenue Indianapolis, IN 46203

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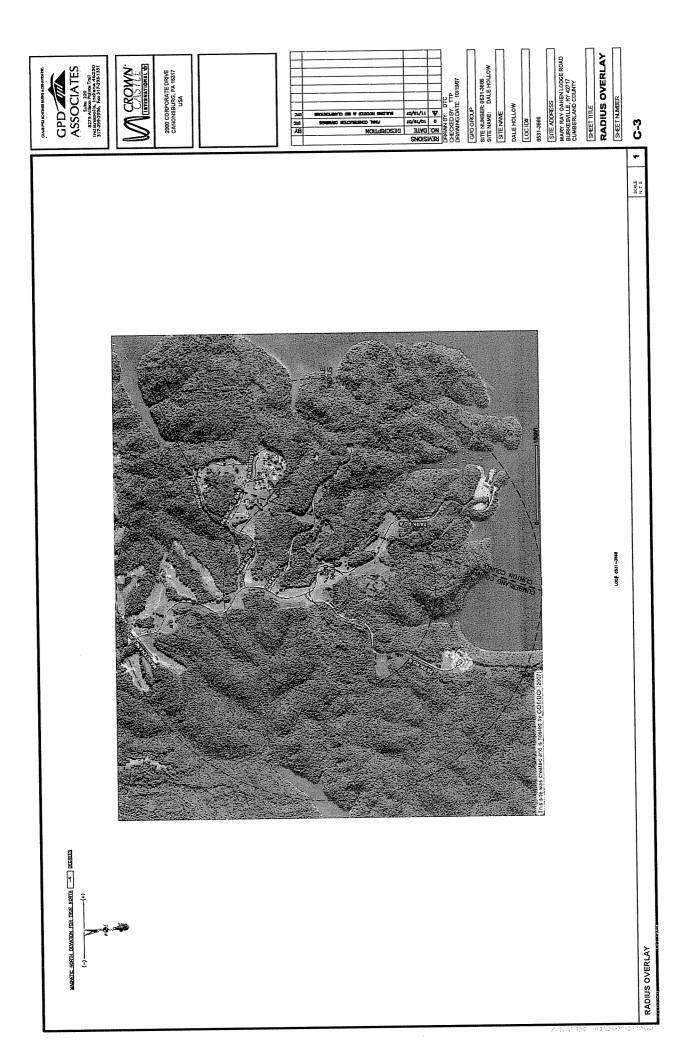
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By: James L. Murphy, HI

JLM/cw Enclosure

LAW OFFICES 1600 DIVISION STREET . SUITE 700 . P.O. BOX 340025 . NASHVILLE . TN . 37203 TELEPHONE 615.244.2582 FACSIMILE 615 252.6380 www.boultcummings.com





James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: jmurphy@boultcumnings.com

December 11, 2007

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Chestnut Grove Church & Cemetery State Park Road Burkesville, KY 42717

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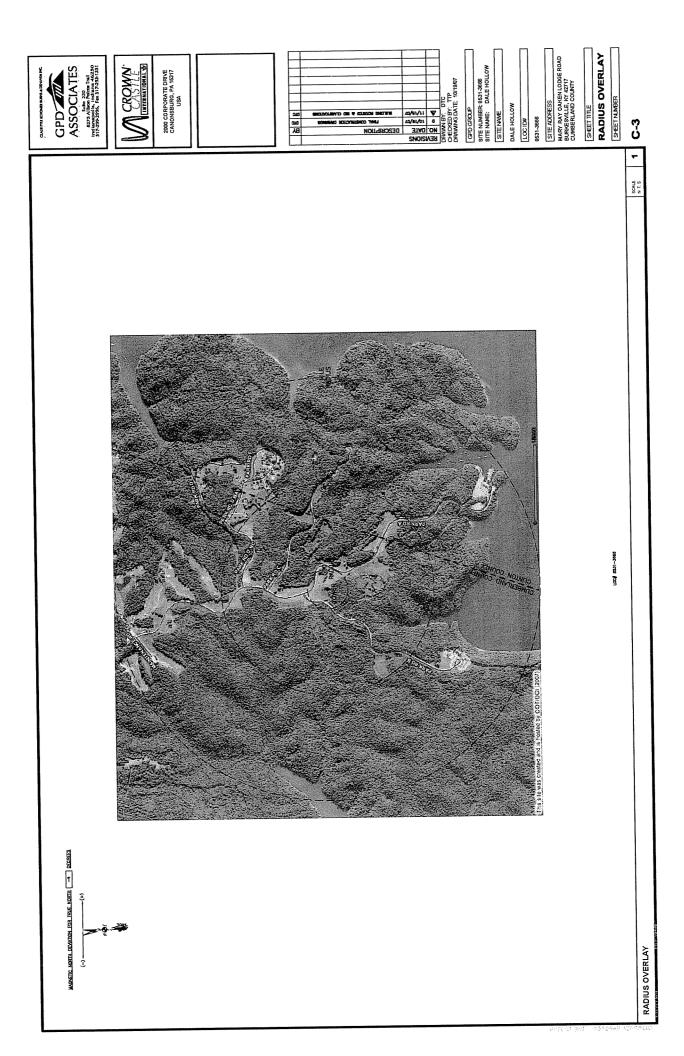
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LAW⁶OFFICES 1600 DIVISION STREET - SUITE 700 - P.O. BOX 340025 - NASHVILLE - TN - 37203 TELEPHONE 615.244.2582 FACSIMILE 615 252.6380 www.boultcummings.com





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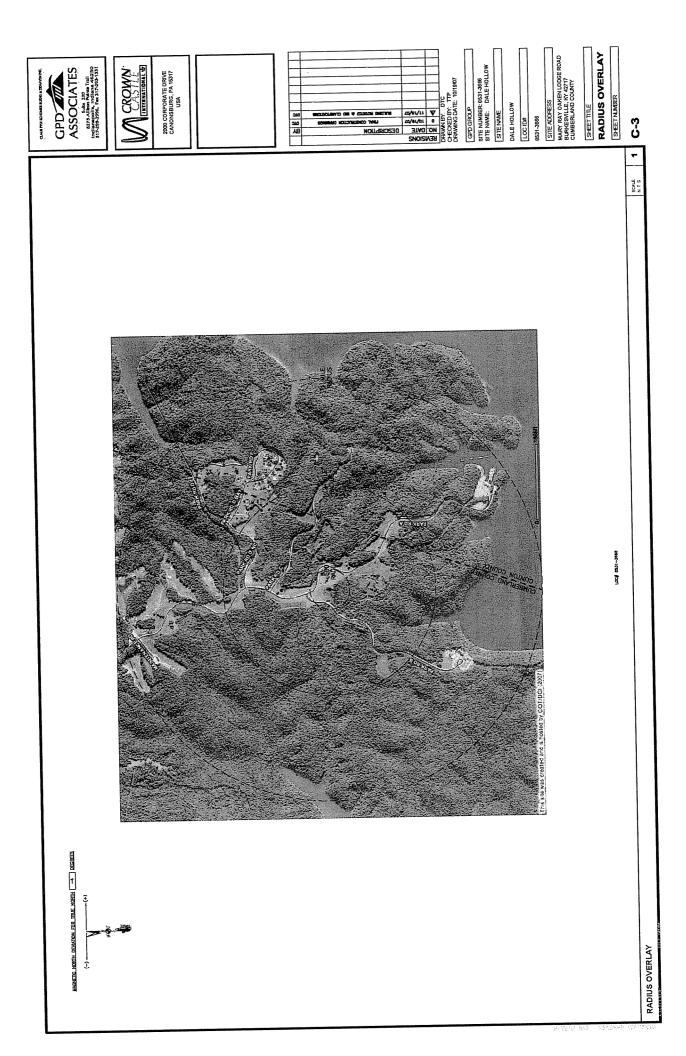
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Franklin Flowers 98 Jennings Road Bow, Ky 42717

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

Crown Communications Inc., has applied to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new wireless communications facility. The wireless communications facility will be located at the Dale Hollow State Park in Cumberland County, Kentucky (36°38'51.60972" N latitude, 85°17'33.07531" W longitude). The wireless communications facility will be comprised of a 190 foot self-supporting antenna tower, plus lightning arrestor and related ground facilities. An aerial photograph showing the location of the proposed new facility within the Dale Hollow State Park is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. Your initial communication to the Commission must be received by the Commission within 20 days of the date of this letter.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to **Case No.2007-00505** in your correspondence. If I can be of assistance to you, please do not hesitate to contact me.

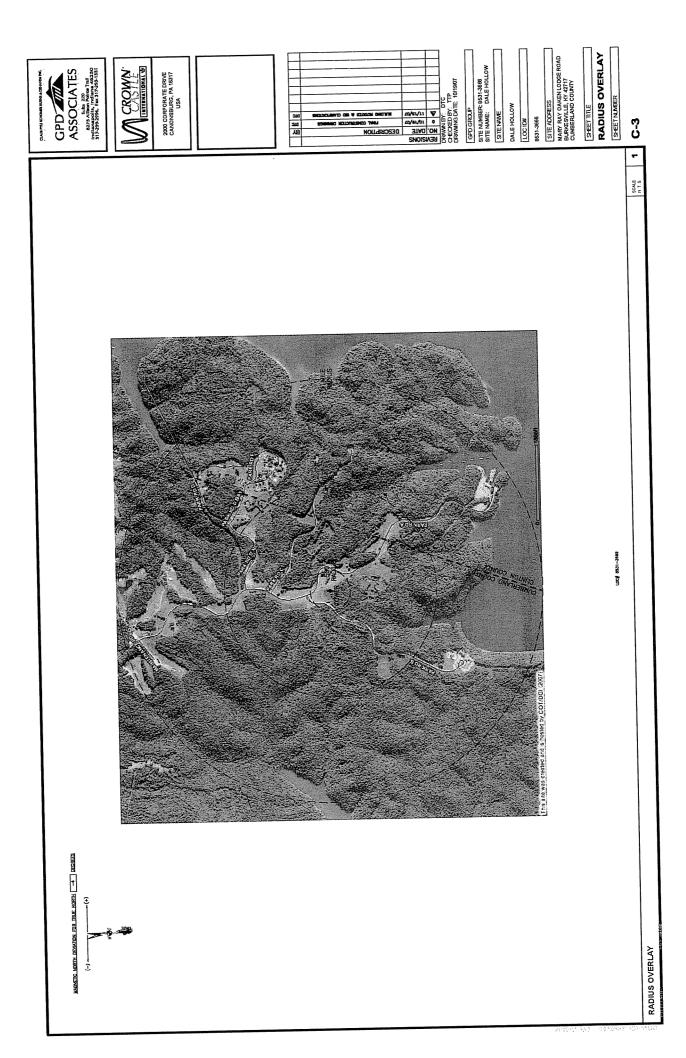
Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

James L. Murphy, HI

JLM/cw Enclosure

LAW OFFICES 1600 DIVISION STREET - SUITE 700 - P.O. BOX 340025 - NASHVILLE - TN - 37203 TELEPHONE 615.244.2582 FACSIMILE 615.252.6380 www.boultcummings.com





James L. Murphy, Ill (615) 252-2302 Fax: (615) 252-6303 Email: jmurphy@boultcummings.com

December 11, 2007

Via Certified Mail, Return Receipt Requested

Rosemary Flowers 98 Jennings Road Bow, KY 42717

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

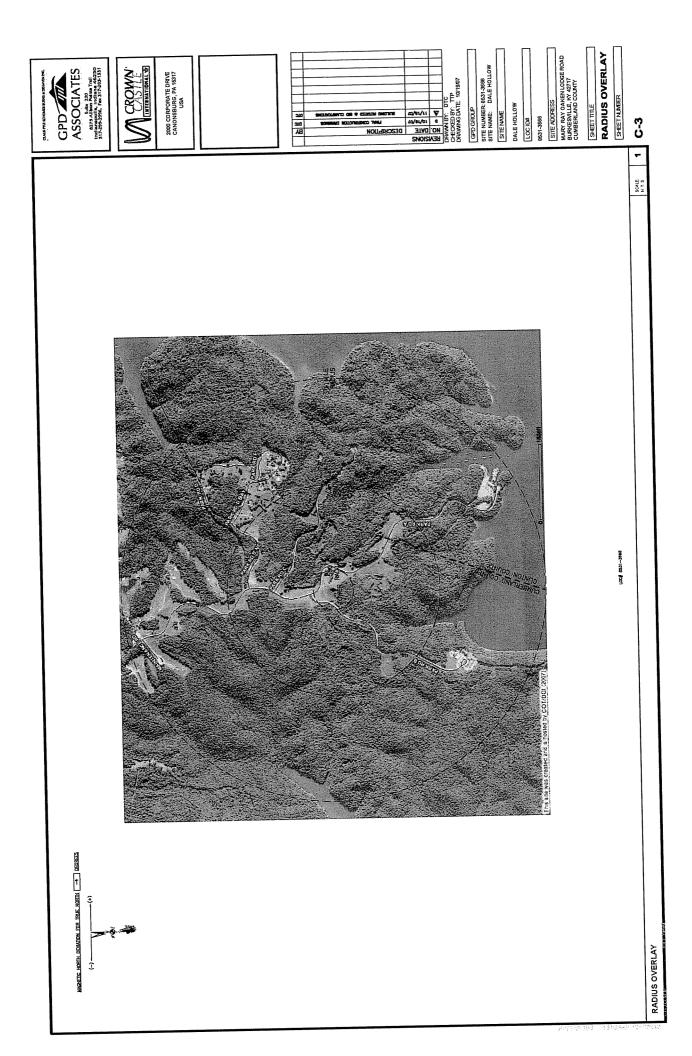
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Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC By: James L. Murphy, M





James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: jmurphy@boultcummings.com

December 11, 2007

Via Certified Mail, Return Receipt Requested

Bobby Jennings 3030 Old Elizabethtown Road Hodgenville, KY 42748

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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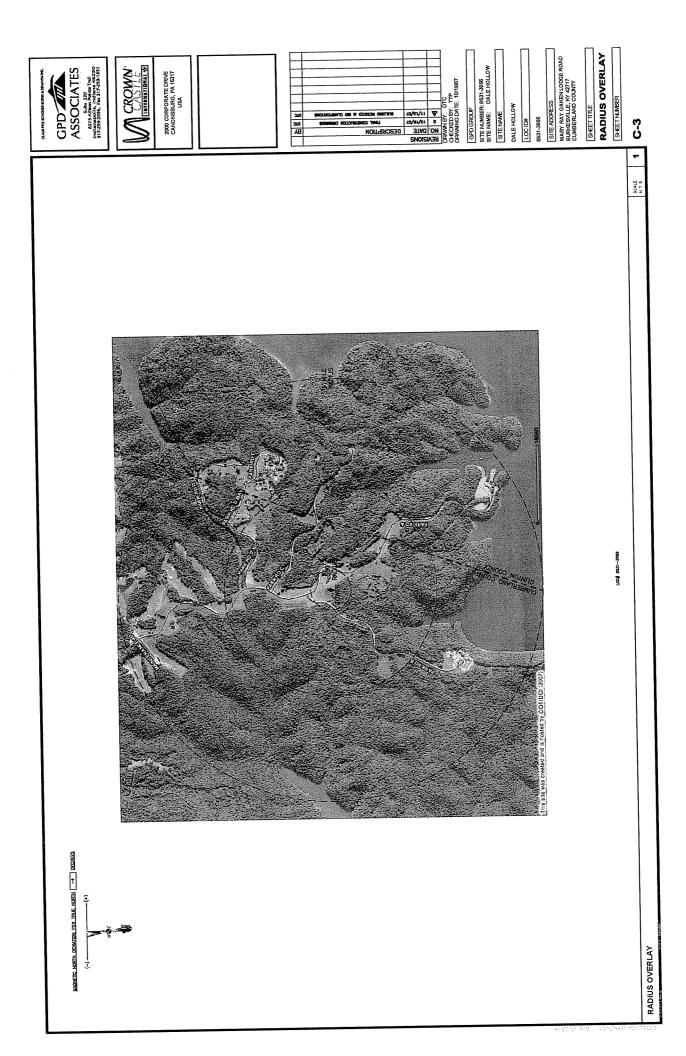
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James L. Murphy,

JLM/cw Enclosure

LAW OFFICES 1600 DIVISION STREET • SUITE 700 • P.O. BOX 340025 • NASHVILLE • TN • 37203 TELEPHONE 615.244 2582 FACSIMILE 615 252.6389/ www.boultcummings.com





James L. Murphy, Ill (615) 252-2302 Fax: (615) 252-6303 Email: <u>jmurphy@boultcummings.com</u>

December 11, 2007

Via Certified Mail, Return Receipt Requested

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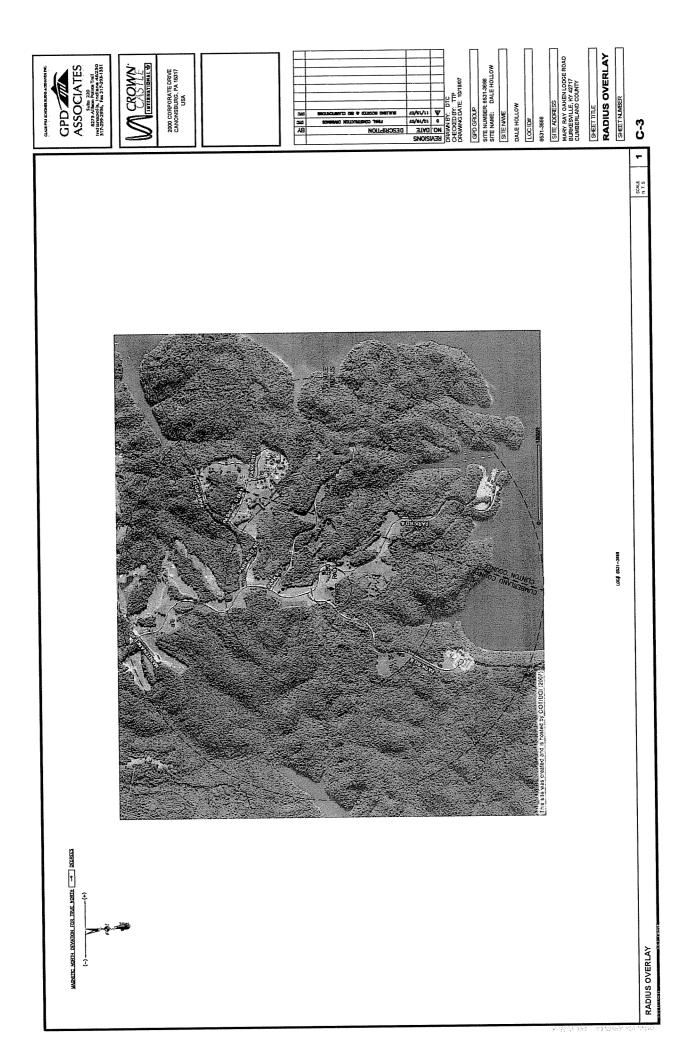
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BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: James La Murphy





James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: <u>inurphy@boultcummings.com</u>

December 11, 2007

Via Certified Mail, Return Receipt Requested

Joy Groce 5144 Mann Road Indianapolis, In 46221

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

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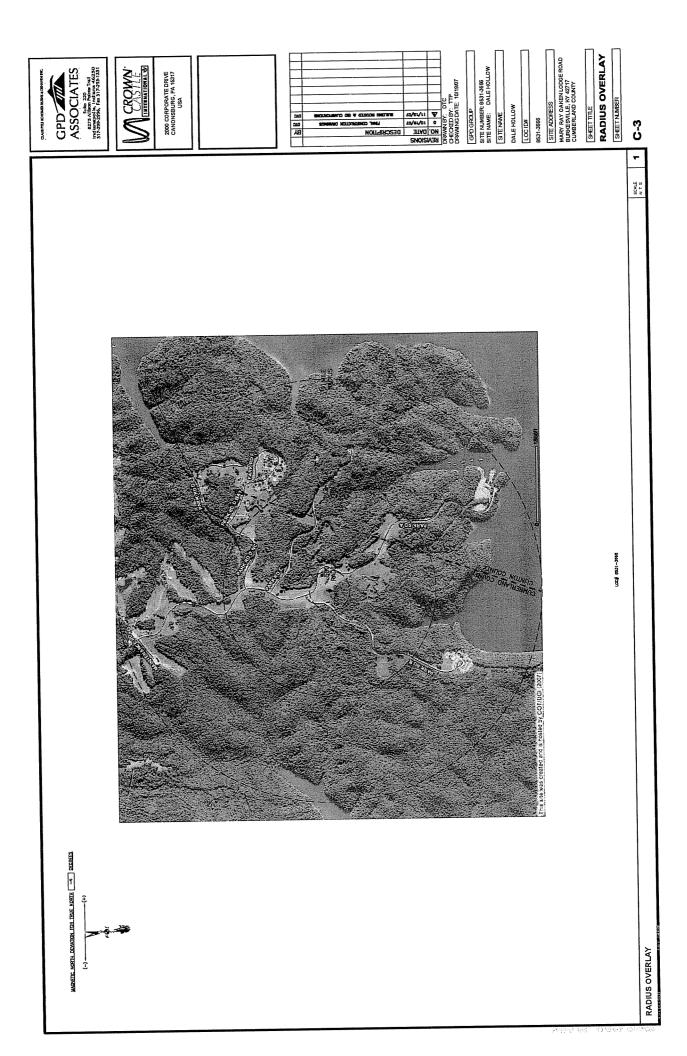
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BOULT, CUMMINGS, CONNERS & BERRY, PLC

James L. Murphy, II





James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: jmurphy@boultcummings.com

December 11, 2007

Via Certified Mail, Return Receipt Requested

Jerry Ray Butler 316 N Hubbards Lane St. Matthews, KY 40207

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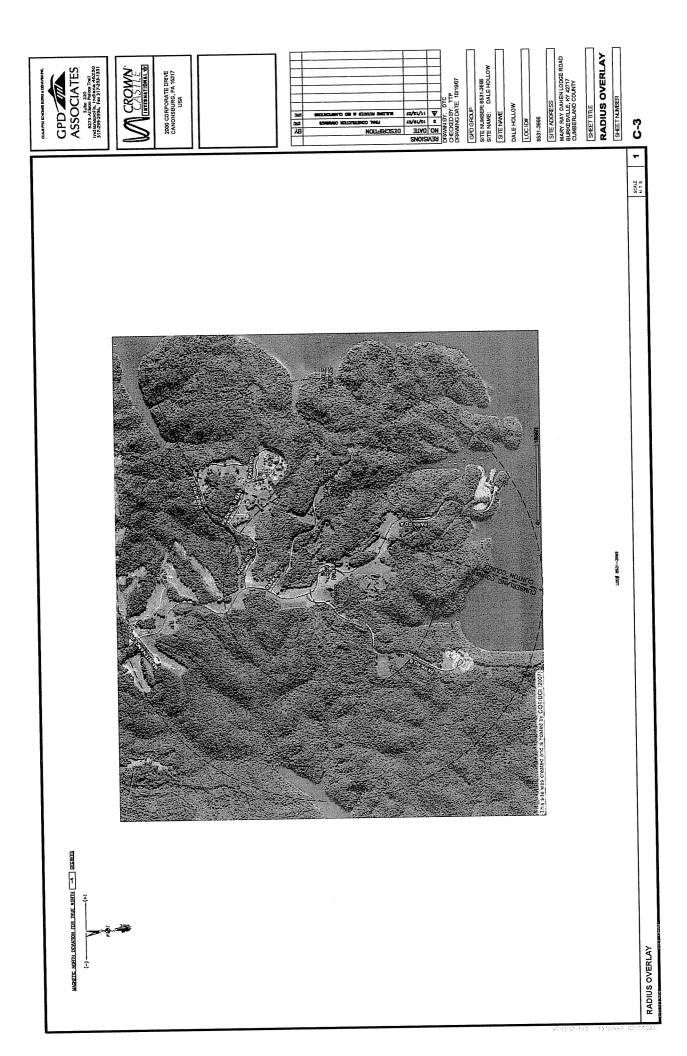
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By: James E. Murphy, HI

JLM/cw Enclosure

LAW OFFICES 1600 DIVISION STREET - SUITE 700 - P.O. BOX 340025 - NASHVILLE - TN - 37203 TELEPHONE 615 244 2582 FACSIMILE 615 252 6380 www.boultcummings.com





James L. Murphy, III (615) 252-2302 Fax: (615) 252-6303 Email: jmurphy@boultcummings.com

December 11, 2007

Via Certified Mail, Return Receipt Requested

Terry Eaves 151 Norrod Road Monroe, TN 38573

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

Dear Sir or Madam:

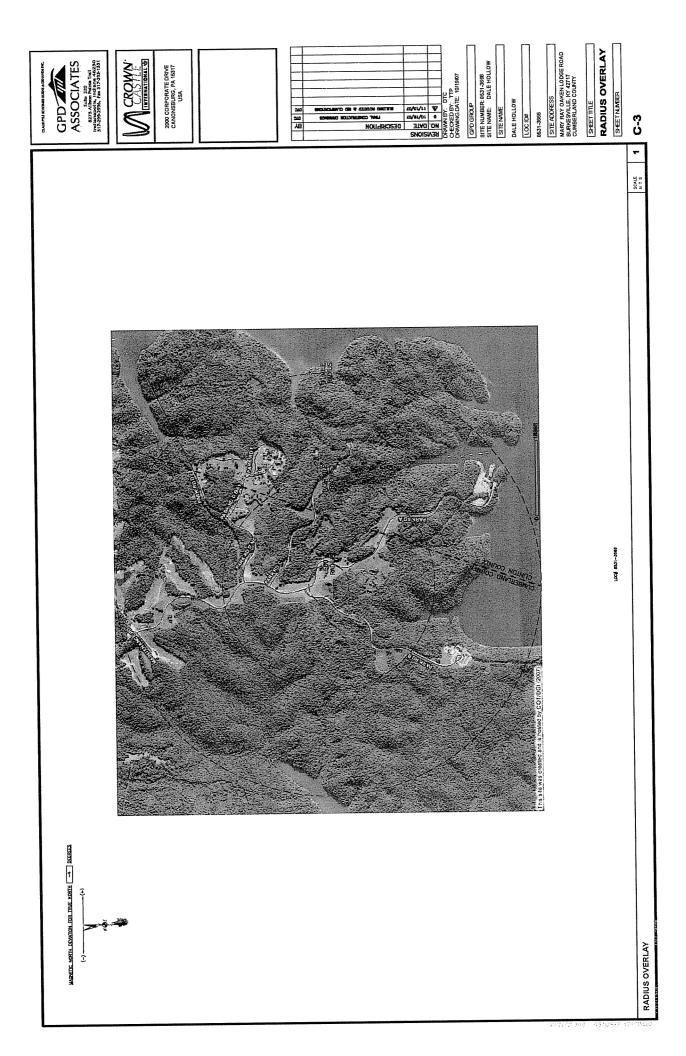
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BOULT, CUMMINGS, CONNERS & BERRY, PLC By: James L. Murphy, III Ŀ





James L. Murphy, Ill (615) 252-2302 Fax: (615) 252-6303 Email: <u>imurphy@boultcummings.com</u>

December 11, 2007

Via Certified Mail, Return Receipt Requested

John Houston 8314 Rail Fence Road Fort Wayne, IN 46835

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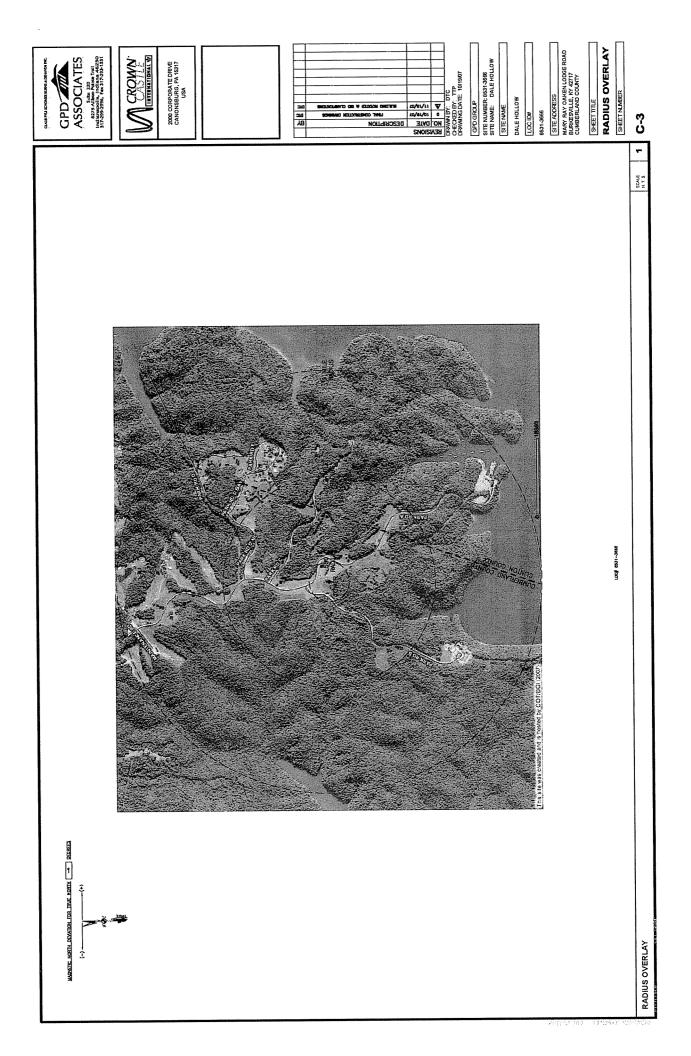
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James L. Murphy, III

JLM/cw Enclosure

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<u>Exhibit P</u>

Notice Letter to Cumberland County Judge Executive



December 7, 2007

Re: Public Notice-Public Service Commission of Kentucky Case No.2007-00505(Dale Hollow Cell Site)

VIA CERTIFIED MAIL Hon. Tim Hicks Cumberland County Judge Executive 600 Courthouse Square Burkesville, KY 42717

Dear Judge Hicks:

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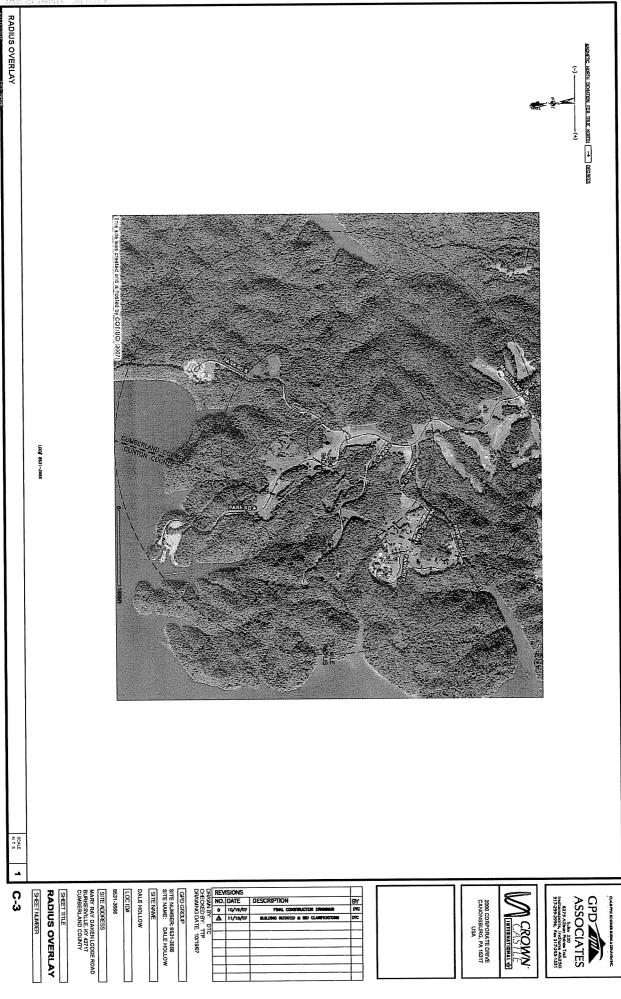
JLM/cw Enclosure

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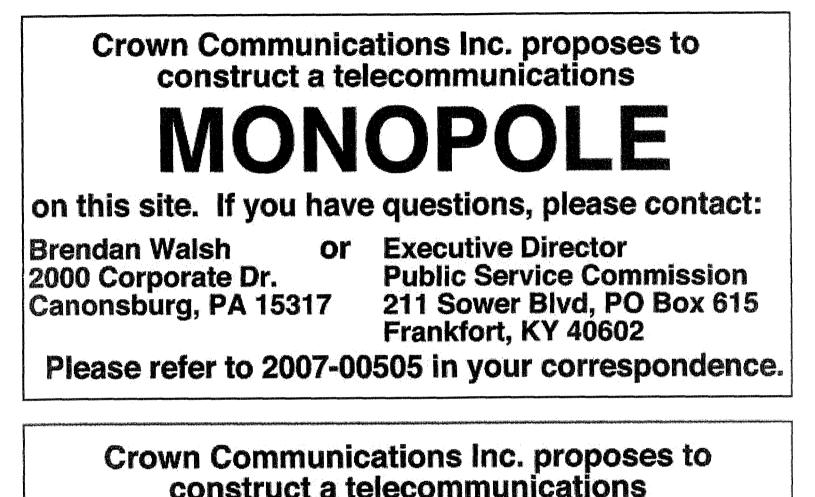
12/7/2007

LAW OFFICES 1600 DIVISION STREET - SUITE 700 - P.O. BOX 340025 - NASHVILLE - TN - 37203 TELEPHONE 615.244.2582 FACSIMILE 615.252.6380 www.boultcummings.com



<u>Exhibit Q</u>

Text of Posted Signs



MONOPOLE

near this site. If you have questions, please contact:

Brendan Walsh

or Executive Director 2000 Corporate Dr. Public Service Commission Canonsburg, PA 15317 211 Sower Blvd, PO Box 615 Frankfort, KY 40602

Please refer to 2007-00505 in your correspondence.