

December 11, 2007

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COMMISSION

Elizabeth O'Donnell **Executive Director** Public Service Commission 211 Sower Boulevard P.O. Box 615 Frankfort, KY 40602

> Case No. 2007-00505-Application of Crown Communications, Re: Inc., for Certificate of Convenience and Necessity to Construct Wireless Communications Facility at Dale Hollow State Park

Dear Ms. O'Donnell:

Enclosed is the original and 5 copies of the Application of Crown Communications Inc. for a Certificate of Convenience and Necessity to Construct Wireless Communications Facilities at Dale Hollow State Park.

Very truly yours,

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

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COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

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APPLICATION FOR CERTIFICATE OF CONVENIENCE AND NECESSITY FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY CONFIDENTIAL AND PROPRIETARY

Crown Communications Inc., hereinafter the "Applicant", by counsel, pursuant to KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, respectfully submit this Application for a Certificate of Public Convenience and Necessity from the Public Service Commission (the "PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to permit Cumberland Cellular Partnership, doing business as Bluegrass Cellular (the "Provider") to serve customers of the Provider with wireless and telecommunications services, and to permit other wireless service providers in the area to colocate on the WCF.

In support of this Application, the Applicant respectfully provides and states the following information:

The complete name and address of the Applicant is Crown Communications Inc., 1. 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564. The Applicant has an office within the Commonwealth of Kentucky located at 11403 Bluegrass Parkway, Suite 780, Louisville KY 40299.

2. Applicant proposes to construct a new antenna tower for cellular telecommunications services or personal communications services in an area outside the jurisdiction of a planning commission. Applicant submits this application to the PSC for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.650, and 278.665.

3. Applicant is a Delaware corporation. A certified copy of the Articles of Incorporation of Applicant issued by the Secretary of State of the State of Delaware is attached hereto as <u>Exhibit A</u>. A copy of the Certificate of Authorization which was issued by the Secretary of State of the Commonwealth of Kentucky for Applicant is attached hereto as <u>Exhibit</u> <u>B</u>.

4. The public convenience and necessity require the construction of the proposed WCF. Applicant is constructing the WCF at Dale Hollow State Park (36°38'51.60972" N latitude, 85°17'33.07531" W longitude), in an area located totally within Cumberland County, Kentucky. Applicant is constructing the WCF pursuant to a Request for Proposals issued by the Commonwealth of Kentucky, Division of Real Properties, Department for Facilities and Support Services seeking proposals for the location of a wireless telecommunications tower at the Dale Hollow State Park to provide wireless service to visitors of the Park.

5. After completion of the proposed WCF, Applicant will lease or license space on said tower and the surrounding site so the Provider may locate and operate its facility including all required antennas and appurtenances. Applicant has located the proposed site in a manner such that other wireless communications service providers will desire to co-locate on said tower, and will endeavor to provide all necessary facilities to make collocation attractive to them.

6. Applicant's construction of the described WCF is desirable because it allows for the collocation of additional wireless service providers within this portion of the Kentucky wireless communications licensed area. These services may include telecommunications, wireless data transfer and internet services, wireless cable, paging systems, 911 service, and other new products currently being developed in the wireless industry. The Kentucky Department of Parks plans to relocate its communications antenna to the WCF, thereby improving Department's radio coverage within the Dale Hollow Park. The WCF will also be available for use by other governmental agencies and providers of emergency services. Applicant, as part of it's business structure, will diligently pursue and encourage other wireless providers to co-locate on the WCF. These services will provide increased competition in the in the local Kentucky telecommunications market, which will, in turn, promote competitive pricing, quality, and coverage options to users of telecommunications services in this area. Applicant's vested interest in the co-location of wireless service providers promotes the same goals for the local consumers.

7. The property on which the WCF will be located is part of the Dale Hollow State Park owned by the Commonwealth of Kentucky and operated by the Department of Parks. A copy of the survey of the proposed WCF site signed and sealed by Ralph K. Wallem, a registered land surveyor in Kentucky, is attached hereto as <u>Exhibit C</u>.

8. The process that was used by the Applicant's in selecting the site for the proposed WCF was consistent with the general process used for selecting other existing and proposed WCF facilities. Applicant first carefully evaluated locations within the Dale Hollow State Park area for co-location opportunities on existing structures. The only existing structure was a radio tower which was evaluated and determined to be inadequate to support the antennas needed to serve the Dale Hollow State Park area. The Applicant then investigated other potential sites

within the Dale Hollow State Park, and identified several possible locations within the Park. These candidates were submitted to the Department of Parks. The Department of Parks then selected the site designated as Site D. The Site Candidate Information Package for Site D is attached hereto as <u>Exhibit D</u>.

9. The construction of the WCF will bring the wireless services to an area currently not served or not adequately served by any wireless provider. A propagation map showing the current wireless service in the area is attached as <u>Exhibit E</u>. A propagation map showing the wireless service in the area after the construction of the WCF is attached as <u>Exhibit F</u>. The construction of the WCF will enhance the public's access to innovative and competitive wireless telecommunications services.

10. Applicant is not required to be licensed by the Federal Communications Commission (the "FCC") and therefore no FCC license is submitted herewith.

11. A list of competing utilities, corporations, or persons is attached as <u>Exhibit G</u>, along with three (3) maps of suitable scale showing the location of the proposed new construction as well as the location of any like facilities located anywhere within the map area, along with a map key showing the owner of such other facilities.

12. The proposed WCF will consist of a 190 foot self-supported monopole tower with an approximately 8 foot lightning arrester attached to the top, for a total height of 198 feet. The WCF will also include concrete foundations to accommodate the placement of an equipment shelter. The equipment shelter will contain: (i) the transmitting and receiving equipment required to connect the WCF with the Provider's users in Kentucky, (ii) telephone lines that will link the WCF with the Provider's other facilities, (iii) battery back-up that will allow the Provider to operate even after a loss of outside power, and (iv) all other necessary appurtenances. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. The construction drawings, signed and sealed by David B. Granger, P.E., a professional engineer licensed in the Commonwealth of Kentucky and depicting the manner in which the proposed WCF will be constructed, are attached hereto as <u>Exhibit H</u>. A vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Provider and future antenna mounts, has also been included as part of <u>Exhibit H</u>. Foundation design plans and a description of the standards according to which the tower was designed signed and sealed by a professional engineer registered in Kentucky are attached hereto as <u>Exhibit I</u>. Periodic inspections will be performed on the WCF in accordance with the applicable regulations or requirements of the PSC.

13. The structure is less than 200-feet in height and does not require FAA or Kentucky Airport Zoning Commission notice for the proposed construction.

14. The WCF will be registered with the FCC pursuant to applicable federal requirements. Appropriate required FCC signage will be posted on the site upon receipt of the tower registration number.

15. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report and evaluation, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as <u>Exhibit J</u>. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of <u>Exhibit J</u>.

16. Based on a review of Federal Emergency Management Agency Flood Insurance Rate Maps, the registered land surveyor has certified in <u>Exhibit C</u> that the proposed WCF is not located within any flood hazard area.

17. Clear directions to the proposed WCF site from the County seat are attached as <u>Exhibit K</u>. The name and address of the preparer of <u>Exhibit K</u> is included in <u>Exhibit K</u>.

18. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the Option and Ground Lease Agreement is attached as <u>Exhibit L</u> (hereinafter, the "Lease").

19. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Sabre Towers and Poles ("Tower Manufacturer") performed the tower and foundation design. The tower and foundation drawings for the proposed tower submitted as part of <u>Exhibit I</u> bear the signature and stamp of Keith J. Tindall, a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed applicable laws and regulations. The construction of the proposed WCF will be performed by Electrical Construction Management, Inc., 11321 Plantside Drive, Louisville, Kentucky 40291 ("ECM") or their agents who are insured and experienced tower erection specialists. ECM has erected over 200 towers in the last eleven (11) years. Paul Head, will manage the construction of the WCF and the tower erection for ECM. Mr. Head has 10 years of experience with these types of projects.

20. As shown on the aerial photograph attached hereto as <u>Exhibit M</u>, all the land within 500 feet of the proposed tower is located within the boundaries of the Dale Hollow State Park. There are no residences located within a 500 foot radius of the proposed tower location.

21. Applicant has notified every person who, according to the records of the Cumberland County Property Valuation Administrator, owns property adjoining the boundaries

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of the Dale Hollow State Park, by certified mail, return receipt requested, of the proposed construction. All notified property owners have been given the docket number under which the proposed Application will be processed and have been informed of their right to request intervention. A list of the nearby property owners who received the notices, together with copies of the certified letters, are attached as <u>Exhibit N</u> and <u>Exhibit O</u>, respectively.

22. Applicant has notified the Cumberland County Judge Executive by certified mail, return receipt requested, of the proposed construction. This notice informed the Cumberland County Judge Executive of his/her right to request intervention. A copy of this notice is attached as <u>Exhibit P</u>.

23. Two appropriate notice signs measuring at least two (2) feet in height and four (4) feet in width with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest public road and shall remain posted for at least two (2) weeks after filing of the Application. A copy of the posted text of the two signs is attached as <u>Exhibit Q</u>. The location of the proposed facility has been published in a newspaper of general circulation in the county where the WCF is located.

24. The Applicants have considered the likely effects of the installation of the proposed WCF on nearby land uses and values and have concluded there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate on any existing structure.

25. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

- 7 -

26. All responses and requests associated with this Application may be directed to:

James L. Murphy III Boult, Cummings, Conners & Berry, PLC 1600 Division Street, Suite 700 P.O. Box 340025 Nashville, Tennessee 37203 Phone: (615) 252-2303 Fax: (615) 252-6303

WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS 3s 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: R. Smith James L, Murphy III 1600 Division Street, Suite 700 P.O./Box 340025 Nashville, Tennessee 37203/ (615) 252-2303

Attorneys for Crown Communications, Inc.

LIST OF EXHIBITS

- Exhibit A Articles of Incorporation of Crown Communications, Inc.
- <u>Exhibit B</u> Certificate of Authorization from the State of Kentucky for Crown Communications, Inc.
- Exhibit C Survey of Site
- Exhibit D Site Candidate Package
- Exhibit E Propagation Map Showing Existing Wireless Coverage
- Exhibit F Propagation Map Showing Wireless Coverage With Proposed Tower
- <u>Exhibit G</u> Map and List of FAA Registered Towers Owned by Competing Public Utilities, Corporations or Persons
- Exhibit H Site Development Plan:

Vicinity Map

Legal Descriptions

Site Plan

Vertical Tower Profile

- Exhibit I Foundation and Tower Design Plans
- Exhibit J Geotechnical Report
- Exhibit K Directions to WCF Site
- Exhibit L Option and Ground Lease
- Exhibit M Aerial Photograph of 500-Foot Radius
- Exhibit N List of Owners of Property Adjoining Dale Hollow State Park
- Exhibit O Notice Letter to Owners of Property Adjoining Dale Hollow State Park
- Exhibit P Notice Letter to Cumberland County Judge Executive
- Exhibit Q Text of Posted Signs

<u>Exhibit A</u>

Articles of Incorporation of Crown Communications, Inc.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CROWN COMMUNICATION INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TENTH DAY OF JULY, A.D. 1997, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CASTLE ACQUISITION CORP. III" TO "CROWN COMMUNICATION INC.", FILED THE SEVENTH DAY OF AUGUST, A.D. 1997, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FIFTH DAY OF JANUARY, A.D. 1998, AT 11 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE THIRD DAY OF JUNE, A.D. 1998, AT 2 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE SIXTH DAY OF JUNE, A.D. 2005, AT 12:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CROWN COMMUNICATION INC.".

Darriet Smith Windson

Harriet Smith Windsor, Secretary of State AUTHENTICATION: 6216704

DATE: 12-06-07

071293564 You may verify this certificate online at corp.delaware.gov/authver.shtml

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STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 11:00 AM 07/10/1997 971228733 - 2771552 ---

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CERTIFICATE OF INCORPORATION

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OF

CASTLE ACQUISITION CORP. III

ARTICLE I

The name of the corporation (hereinafter called the "Corporation") is Castle Acquisition Corp. III.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have authority to issue is 1,000 shares of Common Stock having the par value of \$.01 per share.

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ARTICLE V

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The name and mailing address of the incorporator is Maureen Nakly, Worldwide Plaza, 825 Eighth Avenue, New York, New York 10019.

ARTICLE VI

In furtherance and not in limitation of the powers conferred upon it by law, the Board of Directors of the Corporation is expressly authorized to adopt, amend or repeal the By-laws of the Corporation.

ARTICLE VII

Unless and except to the extent that the By-laws of the Corporation so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VIII

To the fullest extent from time to time permitted by law, no director of the Corporation shall be personally liable to any extent to the Corporation or its stockholders for monetary damages for breach of his fiduciary duty as a director.

IN WITNESS WHEREOF, I, Maureen Nakly, the sole incorporator of Castle Acquisition Corp. III, have executed this Certificate of Incorporation this 10th day of July,

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1997, and DO HEREBY ACKNOWLEDGE under the penalties of perjury that this instrument is my act and deed and that the facts stated herein are true.

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Maureen Nakly Sole Incorporator

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STATE OF DELAWARE SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 04:30 PM 08/07/1997 971264951 - 2771552

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION OF CASTLE ACQUISITION CORP. III

Castle Acquisition Corp. III, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

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FIRST: That the Board of Directors of said corporation, by unanimous written consent of members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Castle Acquisition Corp. III be amended by changing Article I of the Articles thereof, so that, as amended, said Article shall be and read as follows:

"The name of the corporation (hereinafter called the "Corporation") is Crown Communication Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given "unanimous" written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 248 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Castle Acquisition Corp. III has caused this certificate to be signed by John L. Gwyn, its Vice President/Sectretary, this 7th day of August, 1997.

CASTLE ACQUISITION CORP. III

ecretary

CERTIFICATE OF MERGER OF CASTLE TOWER CORPORATION INTO CROWN COMMUNICATION INC.

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The name of the surviving corporation arising out of the merger is Crown Communication Inc., a corporation organized under the laws of the State of Delaware ("CCI"). The name of the other party to the merger is Castle Tower Corporation, a corporation organized under the laws of the State of Delaware ("CTC").

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An Agreement and Plan of Merger ("Merger Plan") has been duly approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the General Corporation Law of the State of Delaware ("DCL") including DCL Section 251 The Merger Plan was duly approved by the Board of Directors and the sole Shareholder of both CTC and CCI by unanimous written consent.

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The Articles of Incorporation of CCI shall be the Articles of Incorporation of the surviving corporation in the merger.

IV.

A copy of the executed Merger Plan is on file at the principal office place of business of CCI, which is located at Penn Center West III, Suite 229, Pittsburgh, Pennslyvania 15276. A copy of the Merger Plan will be furnished by CCI, on request and without cost, to any stockholder of CCI or CTC.

IN WITNESS WHEREOF, the undersigned corporation has caused these Certificate of Merger to be executed in its name by its duly authorized officers this **2th** day of December, 1997.

CROWN COMMUNICATION INC.

a Delaware corporation

By:

Robert A. Crown, President Attest:

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CERTIFICATE OF OWNERSHIP AND MERGER OF ABNER, INC. INTO CROWN COMMUNICATION INC.

I.

The name of the surviving corporation arising out of the merger is Crown Communcation Inc., a corporation organized under the laws of the State of Delaware ("CCl"). The name of the other party to the merger is Abner, Inc, a corporation organized under the laws of the State of Texas ("Abner").

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Abner is a wholly owned subsidiary of CCI. The only outstanding stock of Abner is 200 shares of common stock, \$1.00 par value, and all such Abner stock is owned by CCI.

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The merger of Abner into CCI was authorized by an Unanimous Written Consent of the Board of Directors of Crown Communication Inc. dated effective May 20, 1998. The relevant parts of the Written Consent read as follows:

"The undersigned, being all of the directors of Crown Communication Inc. ("CCI"), a Delaware corporation, and in lieu of a special meeting of directors, the call of which is hereby waived, do hereby consent to the adoption of the following resolutions:

RESOLVED, that CCI authorizes the liquidation and dissolution or merger of Abner, Inc. if it continues to exist after the acquisition of by CCI; and

RESOLVED, that the officers of the CCI (including any one of them acting alone) be, and they hereby are, authorized to (i) prepare, negotiate, execute, deliver, file and accept the agreements and documents described above or contemplated thereby with such additions, deletions and changes thereto that they deem necessary or appropriate, (ii) incur and pay all costs and expenses relating to the transactions contemplated pursuant to the above resolutions and (iii) do or cause to be done such further acts and things as they may deem necessary or proper in order to (a) consummate the transactions contemplated by above resolutions or (b) carry out and fully effectuate the purposes of the above resolutions."

IV.

The registered office of CCI in the state of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware and the registered agent at such address is The Corporation Trust Company.

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CCI hereby acknowledges that pursuant to TBCA Article 5.16 it may be served with process via service upon the Texas Secretary of State in any proceeding for sufficient of an Abner obligation or dissenting Abner shareholder rights (if any).

of Ownership IN WITNESS WHEREOF, the undersigned corporation has caused this Certificate/Arriales of Merger to be executed in its name by its duly authorized officers this 27th day of May, 1998.

CROWN COMMUNICATION INC.

By: Name: Jos DA Hereta Vice Prosi Title:

Acest:

Name: Title CORPORATE SECRETARY

Commonwealth of Pennsylvania County of Washington of Ownership and This Certificate/Anticleur of Merger were acknowledged before me on the 27th day of May, 1998 by <u>Jon H. Allequetti</u>, as <u>Vice Resident of Administry</u> Crown Communication Inc., on behalf of said corporation.

Fennsylvania Notary Public Commonwealth of NOTARIAL SEAL KATHY L' SUSAUER, Notary Public Aliquippe. Beaver County My Commission Expires April 1, 1999

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State of Delaware Secretary of State Division of Corporations Delivered 12:56 FM 06/06/2005 FILED 12:39 FM 06/06/2005 SRV 050469841 - 2771552 FILE EXECUTION VERSION

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

CROWN COMMUNICATION INC.

The present name of the corporation is Crown Communication Inc. The corporation was incorporated under the name "Castle Acquisition Corp. III" by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware on July 10, 1997. This Amended and Restated Certificate of Incorporation of the corporation, which both restates and further amends the provisions of the corporation's Certificate of Incorporation, was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware and by the written consent of its sole stockholder in accordance with Section 228 of the General Corporation Law of the State of Delaware. The Certificate of Incorporation of the corporation is hereby amended and restated to read in its entirety as follows:

FIRST. The name of the corporation is Crown Communication Inc. (the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware. The name of the registered agent at such address is The Corporation Trust Company.

THIRD. Definitions and Rules of Construction.

(a) When used in this Amended and Restated Certificate of Incorporation, the following terms not otherwise defined have the following meanings:

(i) "<u>Affiliate</u>" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

(ii) "Asset Entities" shall collectively mean Crown Castle South LLC, a Delaware limited liability company, Crown Communication Inc., a Delaware corporation, Crown Castle PT Inc., a Delaware corporation, Crown Communication New York, Inc., a Delaware corporation, Crown Castle International Corp. de Puerto Rico, a Puerto Rico corporation, Crown Atlantic Company LLC, a Delaware limited liability company and Crown Castle GT Company LLC, a Delaware limited liability company. (iii) "<u>Cash Management Agreement</u>" means the cash management agreement among the Issuers, Crown Castle GT Holding Sub LLC, Crown Castle Atlantic LLC, the Trustee and the Manager, as the same may be amended or otherwise modified from time to time.

(iv) "<u>Control</u>" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through the ownership of voting securities or general partner or managing member interests, by contract or otherwise. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, 49% or more of the ownership interest of such Person.

(v) "<u>Directors</u>" means the persons elected to the Board of Directors from time to time, including the Independent Directors.

(vi) "<u>Encumbrance</u>" means any lien, mortgage, security interest, pledge, restriction on transferability, defect of title, option or other claim, charge or encumbrance of any nature whatsoever on any property or property interest.

(vii) "<u>Indenture</u>" means the indenture among the Issuers and the Trustee pursuant to which the Notes were issued, as the same may be amended or otherwise modified from time to time.

(viii) "<u>Indenture Supplement</u>" means the indenture supplement among the Issuers and the Trustee authorizing the issuance of the Notes.

(ix) "<u>Independent Director</u>" has the meaning set forth in Article EIGHTH.

(x) "<u>Issuer Parties</u>" means the Asset Entities, Crown Castle Towers LLC and CC Towers Guarantor LLC.

(xi) "<u>Issuers</u>" means Crown Castle Towers LLC, a Delaware limited liability company, Crown Castle South LLC, a Delaware limited liability company, Crown Communication Inc., a Delaware corporation, Crown Castle PT Inc., a Delaware corporation, Crown Communication New York, Inc., a Delaware corporation, and Crown Castle International Corp. de Puerto Rico, a Puerto Rico corporation.

(xii) "<u>Management Agreement</u>" means the management agreement among the Manager, the Issuers, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, as the same may be amended or otherwise modified from time to time.

(xiii) "Manager" means Crown Castle USA Inc.

(xiv) "<u>Notes</u>" shall mean the Senior Secured Tower Revenue Notes, Series 2005-1, issued by the Issuers having an anticipated repayment date during 2010.

(xv) "<u>Parent Group</u>" means all Affiliates of the Corporation that, directly or indirectly, have an ownership interest in the Corporation or any subsidiaries thereof.

(xvi) "<u>Person</u>" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

(xvii) "Rating Agency" has the meaning assigned thereto in the Indenture.

(xviii) "<u>Rating Agency Confirmation</u>" means, with respect to any action or circumstance (actual or proposed, as the context requires), receipt by the Corporation of confirmation from each Rating Agency (which must be in writing) that the then-current rating assigned by such Rating Agency to the Notes will not be reduced or withdrawn as a result of such action or circumstance.

(xix) "<u>Servicing Agreement</u>" means the servicing agreement among Midland Loan Services, Inc., as Servicer, and the Trustee, as the same may be amended or otherwise modified from time to time.

(xx) "<u>Space License</u>" means a lease or license pursuant to which Tower Sites are either leased or licensed to wireless communication companies involved in the provision of wireless communication services.

(xxi) "Tower Sites" has the meaning specified in the Indenture.

(xxii) "<u>Transaction Documents</u>" means the Indenture, the Indenture Supplement, the Management Agreement, the Cash Management Agreement, the Servicing Agreement and any other agreement executed and delivered in connection with the issuance of the Notes.

(xxiii) "<u>Trustee</u>" means the trustee appointed to act on behalf of the holders of the Notes.

(b) Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

FOURTH. Purposes.

(a) The purpose to be conducted or promoted by the Corporation is solely to engage in the following activities:

(i) to own, lease and manage Tower Sites and equipment, inventory, systems, software and other assets incidental to or necessary or convenient for the operation thereof, either directly or through any subsidiaries of the Corporation;

(ii) to acquire and/or dispose of Tower Sites and/or any rights therein (including ownership, management, easement, lease and sublease rights), and/or equipment, inventory, systems, software and other assets incidental to or necessary or convenient for the operation thereof;

(iii) to contract with any manager or service provider for the leasing, management, operation and maintenance of Tower Sites or the performance of other services relating thereto;

(iv) to enter into and perform under leases, licenses, purchase agreements and similar contracts with third parties in relation to properties that are, or are to become, Tower Sites and to perform the obligations of the Corporation thereunder;

(v) to enter into and perform under subleases, management agreements, easements and ground leases pursuant to which the Corporation manages wireless communication sites owned by third parties;

(vi) subject to Article TENTH, Section (d)(ii), to enter into loan agreements and/or issue and sell bonds, notes, debt or equity securities, obligations, and other securities and instruments to finance its activities, to pledge any and all of its properties in connection with the foregoing, and to enter into, perform under and comply with any agreements incidental or necessary thereto;

(vii) to obtain any licenses, consents, authorizations or approvals from any federal, state or local governmental authority, including but not limited to the Federal Communications Commission and the Federal Aviation Administration, incidental to or necessary or convenient for the conduct of its business as described above;

(viii) to own subsidiaries of the Corporation engaged in activities of the type described in this Article FOURTH;

(ix) to engage in any lawful act or activity and to exercise any powers permitted to corporations organized under the laws of the State of Delaware that, in either case, are incidental to and necessary or convenient for the accomplishment of the above mentioned purposes; and

(x) to enter into, deliver and perform any obligations under the Transaction Documents, and any document, agreement, certificate or financing statement relating thereto.

(b) Upon approval by the Board of Directors of any matter permitted under paragraph (a) above, each of the Directors and officers of the Corporation is authorized, empowered and directed, for and on behalf of the Corporation, to take any and all actions, to negotiate for and enter into agreements and amendments to agreements, to perform all such acts and things, to execute, file, deliver or record in the name and on behalf of the Corporation, all such certificates, instruments, agreements or other documents, and to make all such payments as they, in their judgment, or in the judgment of any one or more of them, may deem necessary, advisable or appropriate in order to carry out the purpose and intent of, or consummate the transactions contemplated by, the resolutions of the Board of Directors which approve such matters and/or all of the transactions contemplated therein or thereby, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements or documents.

(c) The Corporation shall not engage in any activities other than as permitted under this Article FOURTH.

FIFTH. Powers. Subject to Article TENTH, the Corporation (i) shall have all powers and the authority to exercise such powers necessary, convenient or incidental to accomplish its purposes as set forth in Article FOURTH and (ii) shall have all of the powers and rights and the authority to exercise such powers and rights conferred upon corporations formed pursuant to the General Corporation Law of the State of Delaware.

SIXTH. The total number of shares of stock which the Corporation shall have authority to issue is 1,000. All such shares are to be common stock, par value of \$.01 per share, and are to be of one class.

SEVENTH. Unless and except to the extent that the by-laws of the Corporation (the "By-Laws") shall so require, the election of Directors of the Corporation need not be by written ballot.

EIGHTH. Board of Directors.

(a) Subject to Article TENTH, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the "Board of Directors").

[[NYCORP:2512188v2:4617B:06/05/05--07:00 p]]

(b) The number of Directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the By-Laws of the Corporation provided, however, that at all times the Board of Directors shall include at least two Directors who are "Independent Directors". An Independent Director shall mean a Director of the Corporation who is not at the time of appointment and has not been at any time during the preceding five (5) years:

(i) a stockholder, director (other than as an independent director/member), officer, employee, partner, attorney or counsel of the Corporation or any Affiliate of the Corporation (except that such individual may be an independent director/member of the Corporation or any Affiliate of the foregoing) or a direct or indirect legal or beneficial owner in the Corporation or any Affiliate,

(ii) a customer, creditor, manager, contractor, supplier or other Person who derives any of its purchases or revenues from its activities with the Corporation or any of its Affiliates (other than a company that provides professional independent directors and which also may provide other ancillary corporate, partnership, company or trust services to the Corporation or its Affiliates in the ordinary course of its business),

(iii) a Person or other entity Controlling directly or indirectly or under common Control with the Corporation or any such Affiliate or stockholder, partner, customer, creditor, manager, contractor, supplier, employee, officer, director or other Person or

(iv) a member of the immediate family of any such Affiliate or stockholder, partner, customer, creditor, manager, contractor, supplier, employee, officer, director or other Person.

The initial Independent Directors are Kenneth J. Uva and Victor A. Duva.

To the fullest extent permitted by law, each Independent Director shall consider only the interests of the Corporation, including its respective creditors, in acting or otherwise voting on the matters referred to in Article TENTH, Section (c). The unanimous approval of both Independent Directors shall be required to terminate a majority of the Corporation's Space Licenses.

Either or both of the Independent Directors may be removed by the stockholders at any time; <u>provided</u>, <u>however</u>, that no resignation or removal of an Independent Director shall be effective until a successor Independent Director is appointed and such successor (i) shall have accepted his or her appointment as an Independent Director by a written instrument and (ii) shall have executed a counterpart to this Amended and Restated Certificate of Incorporation. In the event of a vacancy in the position of either Independent Director, the stockholders shall, as soon as practicable, appoint a successor Independent Director.

All right, power and authority of the Independent Directors shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Amended and Restated Certificate of Incorporation. Neither Independent Director shall at any time serve as trustee in bankruptcy for the Corporation or any Affiliate of the Corporation.

NINTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the corporation is expressly authorized to make, alter and repeal the By-Laws, subject to the power of the stockholders of the corporation to alter or repeal any By-Law whether adopted by them or otherwise.

TENTH. Limitations on the Corporation's Activities

(a) This Article TENTH is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity.

(b) The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, Directors or any other persons whomsoever by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article TENTH; provided that, none of Article FOURTH, EIGHTH and TENTH shall be amended without (1) the unanimous vote of the entire Board of Directors without any vacancies, including each Independent Director, (2) the corporation having received Rating Agency Confirmation with respect to such modification and (3) with respect to Article SIXTH, for so long as any Notes arc outstanding, the prior written consent of the Trustee.

(c) To the fullest extent permitted by applicable law, notwithstanding any other provision of this Amended and Restated Certificate of Incorporation, none of the Corporation or the Board of Directors or any officer of the Corporation or any other Person shall be authorized or empowered, nor shall they permit the Corporation, to take any of the following actions without (1) the unanimous written consent of the entire Board of Directors (including each Independent Director) (and no such actions shall be taken or authorized unless there are at least two Independent Directors then serving in such capacity) and (2) in the case of sub-clauses (vi) through (ix) below, for so long as any obligations under the Transaction Documents remain outstanding, the Corporation having received Rating Agency Confirmation with respect to such actions:

(i) The making by the Corporation of a voluntary assignment for the benefit of creditors, the filing of a petition in bankruptcy by the Corporation, the

Corporation petitioning or applying to any tribunal for any receiver or trustee, the Corporation commencing any proceeding relating to itself under any bankruptcy, reorganization, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, the Corporation indicating its consent to, approval of or acquiescence in any such proceeding and failing to use its best efforts to have discharged the appointment of any receiver of or trustee for the Corporation or any substantial part of their respective properties;

(ii) The voluntary taking of any action by the Corporation that would cause it to cease to be Solvent. As used herein, the term "Solvent" means that the aggregate present fair saleable value of the Corporation's assets is in excess of the total cost of its probable liability on its existing debts to third parties as they become absolute and matured, the Corporation has not incurred debts beyond its foresceable ability to pay such debts as they mature, and the Corporation has capital adequate to conduct the business in which it is presently employed;

(iii) The entering into any contract, agreement or arrangement (whether written or oral) by the Corporation other than agreements and contracts in force as of the date hereof and renewals thereof which (1) contain provisions restricting the Corporation from competing in any business activity in any geographic area,
(2) contain provisions requiring the Corporation to deal exclusively with any third party with respect to providing any goods, services or rights to or acquiring any goods, services or rights from such third party, (3) contain provisions which are inconsistent with the obligations of the Corporation under any of the Transaction Documents or (4) provide for the purchase or sale of goods, services or rights involving an amount in excess of \$10,000,000 per year in any transaction or series of similar transactions;

(iv) Admit in writing the inability of the Corporation to pay its debts generally as they become due;

(v) Consent to substantive consolidation with any shareholder of the Corporation or any Affiliate;

(vi) Engage in any business or activity other than as required or permitted under Article FOURTH;

(vii) Engage in any merger or consolidation with any Person or engage in any sale, assignment, lease or other disposition of (whether in one transaction or in a series of transactions), or any voluntarily parting with the control of (whether in one transaction or in a series of transactions), a material portion of the Corporation's assets (whether now owned or hereinafter acquired), except (1) in accordance with the provisions of any of the Transaction Documents or (2) for sales or dispositions of assets in the ordinary course of business; (viii) Amend this Amended and Restated Certificate of Incorporation, except for amendments to this Amended and Restated Certificate of Incorporation in circumstances where the consent of the Independent Directors is not required by this Article TENTH hereof;

(ix) To the fullest extent permitted by law, dissolve, liquidate or wind-up the Corporation or approve of any proposal relating thereto; or

(x) Take any action in furtherance of any of the preceding actions.

(d) The Board of Directors shall cause the Corporation to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; <u>provided</u>, <u>however</u>, that, subject to receipt by the Corporation of Rating Agency Confirmation with respect to such determination, the Corporation shall not be required to preserve any such right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable for the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the holders of any outstanding Notes. Except as may be otherwise permitted in the Indenture and the other Transaction Documents, the Corporation shall, and the Board of Directors shall cause the Corporation to;

Not directly or indirectly, remain liable, create, incur, assume, (i) guarantee, or otherwise become or remain directly or indirectly liable with respect to any Indebtedness. As used herein, "Indebtedness" means, at any time, (1) liabilities for borrowed money, (2) liabilities for the deferred purchase price of property acquired by the Corporation (excluding accounts payable arising in the ordinary course of business but including all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property), (3) all liabilities appearing on its balance sheet in accordance with generally accepted accounting principles consistently applied throughout the periods involved ("GAAP") in respect of capital leases, (4) all liabilities for borrowed money secured by any Encumbrance with respect to any property owned by the Corporation (whether or not it has assumed or otherwise become liable for such liabilities), (5) all liabilities in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions (whether or not representing obligations for borrowed money) and (6) any guaranty of the Corporation with respect to liabilities of a type described in any of clauses (1) through (5) hereof;

(ii) Not pledge its assets or make any loan or advances to any member of the Parent Group or any other Person and not acquire obligations or securities of any of member of the Parent Group;

(iii) Pay its own liabilities, indebtedness and obligations from its own separate assets as the same shall become due;

(iv) Maintain books and records and bank accounts separate from those of the Parent Group and any other Person and maintain separate financial statements, except that it may also be included in consolidated financial statements of its Affiliates;

(v) Be, and at all times hold itself out to the public as, a legal entity separate and distinct from any other Person (including any member of the Parent Group), and not as a department or division of any Person and correct any known misunderstandings regarding its existence as a separate legal entity;

(vi) Pay the salaries of its own employees, if any, and maintain a sufficient number of employees in light of its contemplated business operations (it being understood that the Corporation will obtain administrative services from third parties and is not likely to need any employees itself);

(vii) Allocate fairly and reasonably any overhead for office space shared with its Affiliates;

(viii) Use its own stationary, invoices and checks (other than the Issuer Parties, who are expressly permitted to use, along with other Issuer Parties only, common stationary, invoices and checks);

(ix) File its own tax returns with respect to itself (or consolidated tax returns, if applicable) as may be required under applicable law;

(x) Not commingle or permit to be commingled its funds or other assets with those of any member of the Parent Group or any other Person that is not an Affiliate;

(xi) Maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xii) Not guarantee or otherwise hold itself out to be responsible for the debts or obligations of any other Person;

(xiii) Conduct business in its own name;

(xiv) Observe the requirements of the General Corporation Law of the State of Delaware and the requirements of this Amended and Restated Certificate of Incorporation; and

(xv) Maintain adequate capital in light of its contemplated business operations.

Failure of the Corporation or the Board of Directors on behalf of the Corporation to comply with any of the foregoing covenants or any other covenants contained in this Amended and Restated Certificate of Incorporation shall not affect the status of the Corporation as a separate legal entity.

ELEVENTH. A Director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a Director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal. IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation this 6th day of June, 2005.

CROWN COMMUNICATION INC. By: _________ E. Blake Hawk, Executive Vice President

[[NYCORP:2512188v2:4641A:06/04/05--09:59 p]]

<u>Exhibit B</u>

Certificate of Authorization from the State of Kentucky for Crown Communications, Inc.

Commonwealth of Kentucky Trey Grayson, Secretary of State

Division of Corporations Business Filings

P. O. Box 718 Frankfort, KY 40602 (502) 564-2848 http://www.sos.ky.gov

Certificate of Authorization

Authentication Number: 56987 Jurisdiction: Kentucky Visit <u>http://apps.sos.ky.gov/business/obdb/certvalidate.aspx_t</u>o authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, **CROWN COMMUNICATION INC.**

, a corporation organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on August 12, 1997.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 6th day of December, 2007.

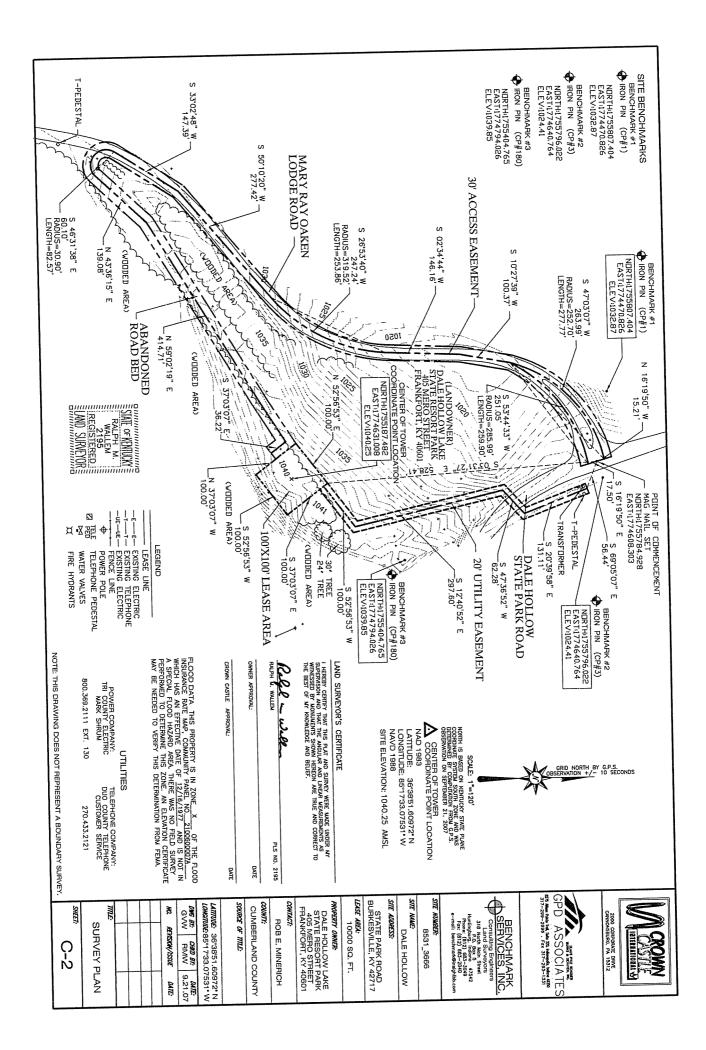


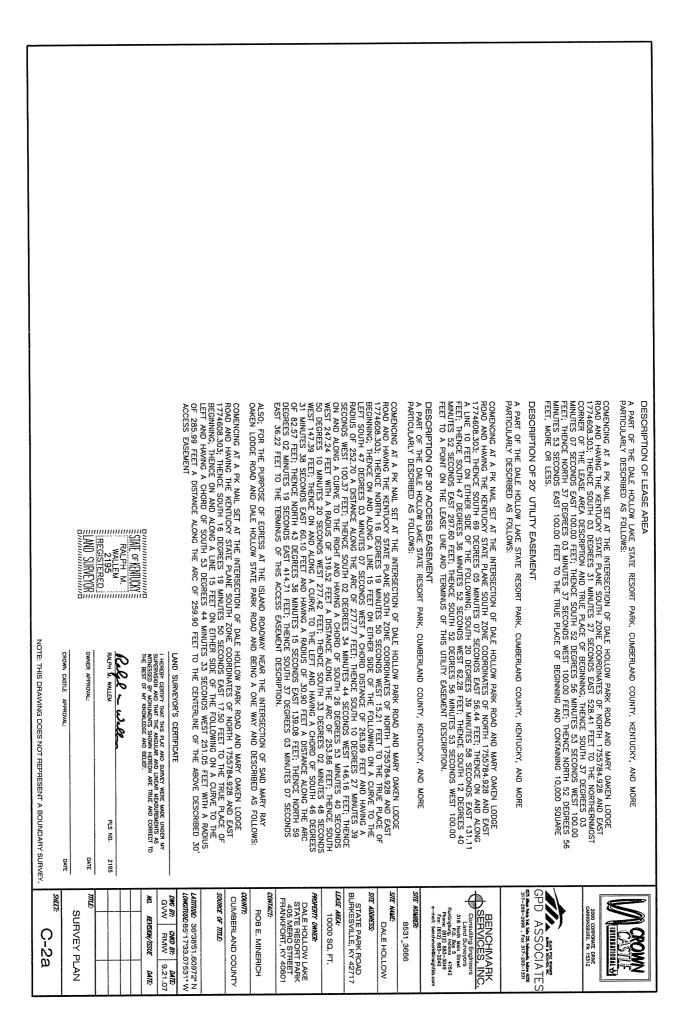
Tabo

Trey Grayson Secretary of State Commonwealth of Kentucky 56987/0437072

<u>Exhibit C</u>

Survey of Site





<u>Exhibit D</u>

Site Candidate Package

Site Information Candidate Package

Site Name:

DALE HOLLOW (8531-3666)



CANDIDATE "D"

Commonwealth of Kentucky

Site Address: TBD State Park Road Burkesville, Kentucky 42717

Work Performed for:



SITE CANDIDATE INFORMATION PACKAGE - "SCIP"

SEARCH RI	NG NAME:	Dale Hollow Lake	SEAF	CH RING NUMBER	र: _8	3531-3666	
ACQUISITION FIRM:		Excell Communications, Inc. August 7, 2007	SITE A CQUISITION AGENT(S): PHONE NUMBER:		Ed Justice Scott Smith 423-747-4646 (EJ) 919-771-1961 (SS)		
CANDIDATE NAME:		Dale Hollow Lake State Resort Park	CANDIDATE LET		TER:	D	
CHECKLIS √	T AND ENCL	.OSURES:					
N/A	ENTRY & TES	STING AGREEMENT					
N/A	CERTIFICATE OF INSURANCE REQUEST						
~	ORIGINAL SEARCH AREA FORM / MAP WITH SITE MARKED ¹						
	SITE SKETCH						
	STREET MAP WITH SITE MARKED						
	TOPOGRAPHICAL MAP WITH SITE MARKED (MUST SHOW ELEVATIONS - NOTE CONTOUR INTERVAL)						
N/A	Tax Map with site marked						
N/A	ZONING MAP	WITH SITE MARKED					
N/A	100 Y EAR FL	OOD PLAIN MAP					
··········	EXISTING SU	RVEY / PLAT OF PROPERTY		2 NOT AVAILAB	BLE		
	UNDERLYING	LEASE		NOT APPLICAT	3LE		
	MEMORANDL	IM OF UNDERLYING LEASE		🛛 NOT A PPLICAE	BLE		
N/A	COPY OF DEED						
N/A	COPY OF MO	ST RECENT TAX BILL OR PR	OPERTY AP	PRAISER PRINT-O	UT		
\checkmark	ENVIRONMENTAL CHECKLIST						
$\overline{}$	PHOTOS - 🛛 FOUR CORNERS OF COMPOUND / CENTER OF PROPOSED TOWER FLAGGED						
\checkmark	OTHER: VIEV	V NORTH TO SITE VIEW NO	RTH FROM S	SITE			
\checkmark	OTHER: VIEV	V SOUTH TO SITE VIEW SO	UTH FROM S	ITE			
(

- ✓ OTHER: VIEW WEST TO SITE VIEW WEST FROM SITE
- ✓ OTHER: VIEW EAST TO SITE, VIEW EAST FROM SITE
- ✓ OTHER: VIEW OF INGRESS AND EGRESS

INITIAL AGREED TO RENT?	Agreement has been negotiated with		
	Commonwealth of Kentucky		

Copy of Lease was left with property owner \square Yes \square No

SITE OWNER INFORMATION:

PROPERTY OWNER:	Dale Hollow Lake State Resort Par	'k		
CONTACT NAME:	Rob E. Minerich			
OWNER'S MAILING ADDRESS:	405 Mero Street			
CITY, STATE, ZIP:	Frankfort, Kentucky 40601			
PHONE NUMBERS [DAY, EVE, CELL]:	502-564-5335 x173	502-229-9190		
FAX NUMBER:				
EMAIL	Rob.Minerich@ky.gov			
SITE LOCATION / INFORMA Degrees-Minutes-Seconds LATITUDE 36 ⁰ -38 COORDINATES FROM GPS (NAD	-51.8"LONGITUDE	85 ⁰ -17'-32.9"		
GROUND ELEVATION: 1,0	43' 🔄 🖸 FEET 🗌 METERS			
PROPOSED TOWER HEIGHT.	190'			
STREET: Dale Hollow	v State Park Road			
CITY: Burkesville	STATE KY	ZIP: 42717		
COUNTY: Cumberland IS THIS THE 911 ADDRESS? Ves	s 🛛 No			
Lease Area Information:				
PROPOSED STRUCTURE:	190' Monopole			
	100' x 100'			
SIZE OF ENTIRE TRACT:	3,400 acresState Park			
EXISTING USE _				

Driving Directions from Nearest Crown District Office: From Nashville take I-40 toward Knoxville. Take the TN-111 exit (EXIT 288) toward Livingston / Sparta. Turn left onto TN-111 and follow TN-111 for 45.0 miles. Turn left onto US 127 and travel 5.8 miles. Turn right onto S Washington St / US 127 N and continue to follow US-127 N 4.5 miles. Turn left onto US 127 / KY-90 and continue to follow KY-90 for 10.6 miles. Turn Left onto KY 449 and travel 4.5 miles. Turn Left onto KY-1206 (Dale Hollow Lake Road) and travel 3.6 miles to Park entrance. Proceed 1.4 miles to the intersection of Dale Hollow Park Road and Mary Ray Oaken Lodge Road. Continue straight on Dale Hollow Lake Road for 0.3 miles to an open field on the right with an overhead power line. Turn right and follow the tree line to the top of the hill. Turn left along tree line, go additional 180' and the site is on the left, just in the woods.

IF THIS SITE DOES NOT HAVE A STREET ADDRESS, PLEASE COMPLETE THE FOLLOWING:

NEAREST PROPERTY STREET ADDRESS		6371 State	Park Road		.	
CITY:	Burkesville		STATE	KY	ZIP	42717
DISTANCE & DIRECTION OF THIS ADDRESS FROM		FROM SITE	3,000' Northy	vest		
NEAREST CROSS	STREET		N/A			

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

UTILITIES:

EXISTING POWER AT SITE

POWER COMPANY	TRI COUNTY ELECTRIC	
CONTACT NAME/PHONE NO.:	MARK SHRUM	800-369-2111 EXT. 130
	MSHRUM@TCEMC.ORG	800-509-2111 EXT. 150
EXISTING TELCO AT SITE	YES NO	
TELEPHONE COMPANY	DUO COUNTY TELEPHO	ONE
CONTACT NAME/PHONE NO.:	CUSTOMER SERVICE	270-433-2121
ACCESS:		
ACCESS EASEMENT REQUIRED? ACCESS FROM PUBLIC ROAD? SPECIAL ACCESS (4WD ETC.):	⊠ Yes □ No ⊠ Yes □ No N/A	From Third Party 🗍 Yes 🛛 No
NEEDED IMPROVEMENTS TO ACCESS: EXISTING ROAD? WIDTH AND LENGTH OF EXISTING ROAD:	Yes □ Yes ⊠ No N/A	
WIDTH AND LENGTH OF PROPOSED ROAD:	30' x 900'	
SEPARATE UTILITY EASEMENT REQ'D? ACCESS RESTRICTIONS: CRANE ACCESSIBLE? SITE ACCESSIBLE 24/7?	☐ YES X No None X YES ☐ No X YES ☐ No	FROM THIRD PARTY 🔲 YES 🛛 NO
ZONING:		
ZONING DISTRICT CLASSIFICATION:	No zoning	
ZONING JURISDICTION	State Park	
ZONING CONTACT NAME & TITLE	N/A	ar ann an Anna Anna Anna Anna Anna Anna
ADDRESS	N/A	
PHONE #	N/A	
DESCRIBE ZONING PROCESS	N/A	
ARE TOWERS PERMITTED IN CURRENT TOWER SETBACKS (FT.) FROM ZONING CLASS ADJ. PROP.		YES NO R None Side None Street None
FALL ZONE REQUIRED:	YES NO)
MINIMUM LOT SIZE? IF SO, WHAT?	No	
BUFFER REQUIRED?	YES NO)
SPECIAL CONDITIONS / PROBLEMS	NONE	
HEIGHT RESTRICTIONS:	NONE	
IS PUBLIC HEARING REQUIRED?	YES 🛛 NO)

Χ	Zoning Type				
Х	BYRIGHT (NO ZONING REQUIRED)				
	ADMINISTRATIVE – NO PUBLIC HEARING				
	PUBLIC HEARING – (CUP, SE, SUP)				
	VARIANCE				
	OTHER:				

FILING DUE DATES	N/A
HEARING DATES:	N/A
ESTIMATED OVERALL ZONING DURATION	N/A
ZONING APPLICATION FEE	N/A

BUILDING PERMITS:

PERMITS REQUIRED?	🗌 Yes 🖾 No
PERMITTING AUTHORITY:	N/A
BUILDING DEPT CONTACT NAME & TITLE	N/A
ADDRESS:	N/A
PHONE#	N/A
ESTIMATED OVERALL PERMITTING DURATION:	N/A
PERMITTING PROCESS NOTES:	N/A
BUILDING PERMIT APPLICATION FEE	N/A
ELECTRICAL PERMIT APPLICATION FEE:	N/A

911 ADDRESSING AUTHORITY / ENTITY:

ENTITY	911 not implemented in this county
CONTACT NAME:	N/A
ADDRESS	N/A
PHONE #:	N/A

*Is the site in a local flood plain?	
--------------------------------------	--

🗌 YES 🛛 NO

Misc.

TRI COUNTY ELECTRIC COMPANY HAS AN ARRANGEMENT WITH THE PARK WHEREIN ALL SERVICES WITHIN THE PARK BELONG TO THE PARK. ANY ADDITIONAL ELECTRICAL CONNECTIONS WILL BE MADE WITH THE PARK SERVICE. DIALOGUE IS UNDERWAY AS OF 8/1/07 WITH TRI COUNTY TO DETERMINE WHAT SOLUTIONS MIGHT BE AVAILABLE. FOR INFORMATION CONCERNING THE ELECTRICAL SERVICE INTO THE PARK, CONTACT MARC SHRUM AT TRI-COUNTY ELECTRIC 1-800-369-2111 EXT. 130.

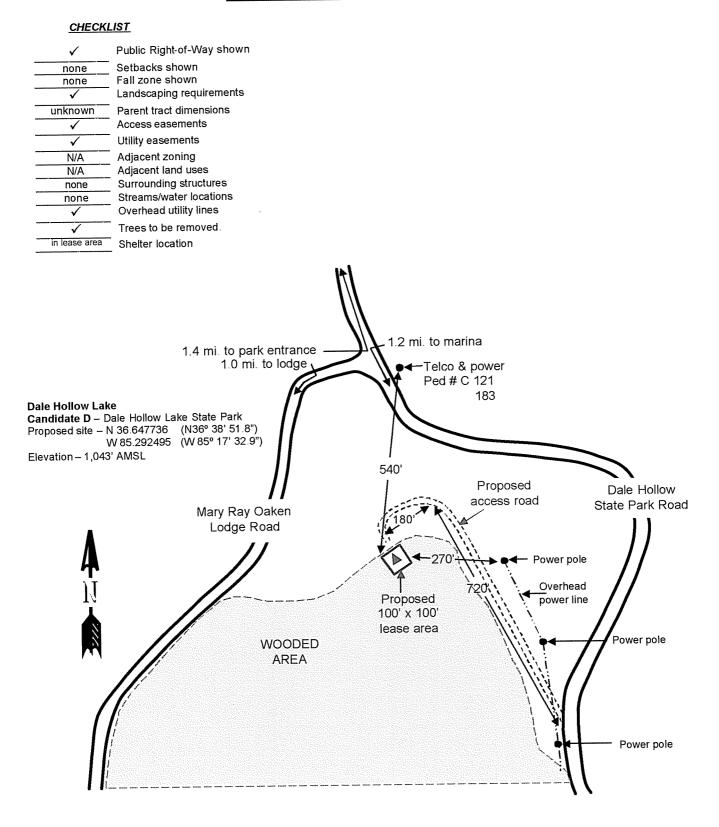
ENVIRONMENTAL CHECKLIST DURING PRELIMINARY SITE SEARCH

Yes or No responses - if "yes", please give details below

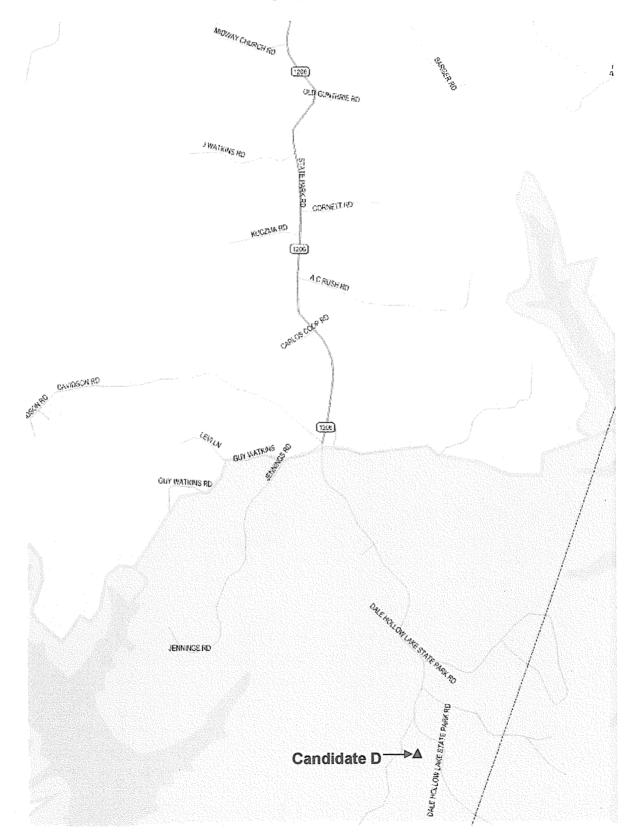
	Subject Site	Adjoining Site
GASOLINE STATION OR FUEL PUMPS	NO	NO
CAR REPAIR SERVICE	NO	NO
DISCARDED CAR BATTERIES	NO	NO
JUNKYARD	NO	NO
DRY CLEANERS; ON/OFF SITE	NO	NO
WASTE TREATMENT FACILITY	NO	NO
LANDFILL	NO	NO
INDUSTRY	NO	NO
CHEMICAL CONTAINERS	NO	NO
55 GALLON DRUMS	NO	NO
STAINED SOILS	NO	NO
ABOVEGROUND STORAGE TANKS	NO	NO
UNDERGROUND STORAGE TANKS	NO	NO
PIPES PROTRUDING FROM THE GROUND	NO	NO
TRANSFORMERS	NO	NO
DEAD OR DISTRESSED TREES OR PLANTS OR GRASS	NO	NO
TRASH, GARBAGE DUMPED (DESCRIBE AMOUNT)	NO	NO
RAILROAD LINES	NO	NO
INDUSTRIAL OR FARM EQUIPMENT	NO	NO
MANUFACTURING OF INDUSTRIAL FACILITIES	NO	NO
WATER ON OR ADJACENT TO PROPERTY*	NO	NO
OTHER CONCERNS	NO	NO

Provide photos of any conditions found on list and describe conditions in detail:

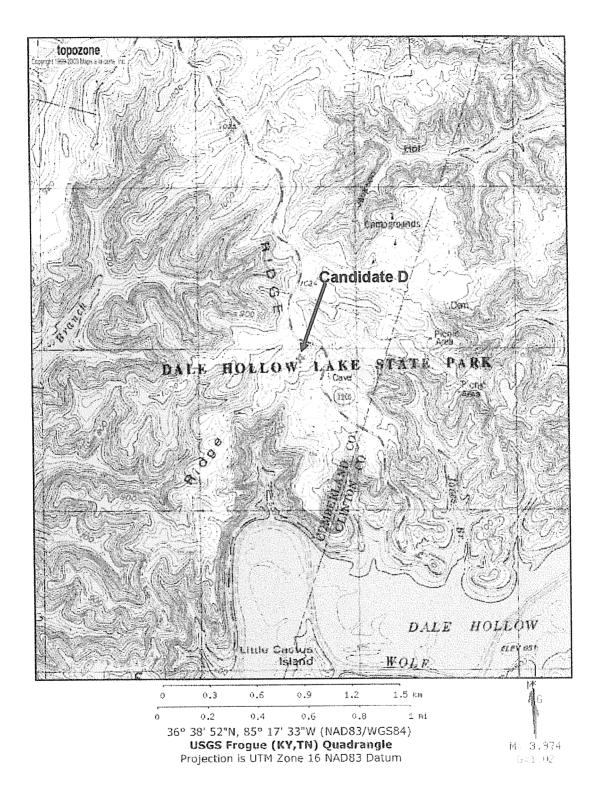
DETAILED SITE SKETCH – (Not to Scale)



STREET MAP



TOPOGRAPHICAL MAP



SPECIAL ISSUES CONCERNING THIS SITE

Please list all out of the ordinary, special conditions pertaining to this site. Be as detailed and specific as possible.

Construction Concerns:

Park officials expressed an interest in keeping the access road as close to the tree line as possible. It is important to keep some of the natural vegetation between the northern lease line and the open field to the north for buffer and add buffer when completed.

Surveying Concerns (Access, Utility, etc.):

None

Lease Concerns:

None

Zoning Concerns:

N/A

Other Concerns:

Electrical lines are available within 270' of the site as shown in the photographs, however, it has not yet been determined that they are available for this application.

SITE NAME: <u>Dale Hollow Lake (8531-3666)</u> SITE PHOTOS OF CANDIDATE "<u>D</u>" – <u>(Dale Hollow Lake State Park)</u>



VIEW NORTH FROM THE SITE

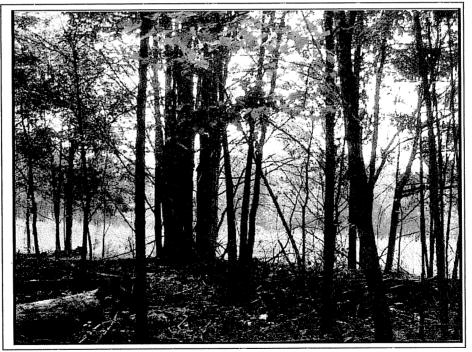


VIEW SOUTH FROM THE SITE

SITE NAME: <u>Dale Hollow Lake (8531-3666)</u> SITE PHOTOS OF CANDIDATE "<u>D</u>" – <u>(Dale Hollow Lake State Park)</u>

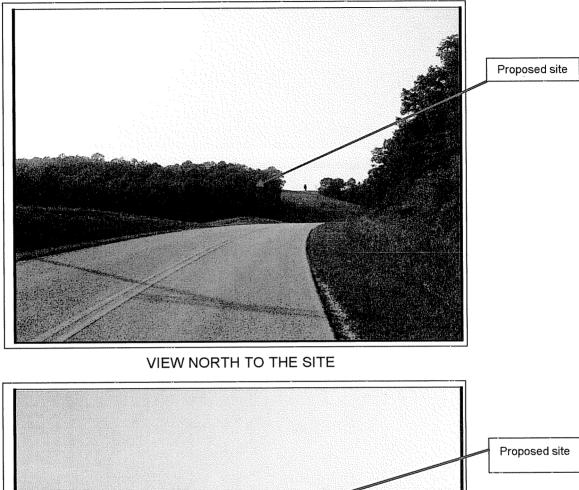


VIEW EAST FROM THE SITE



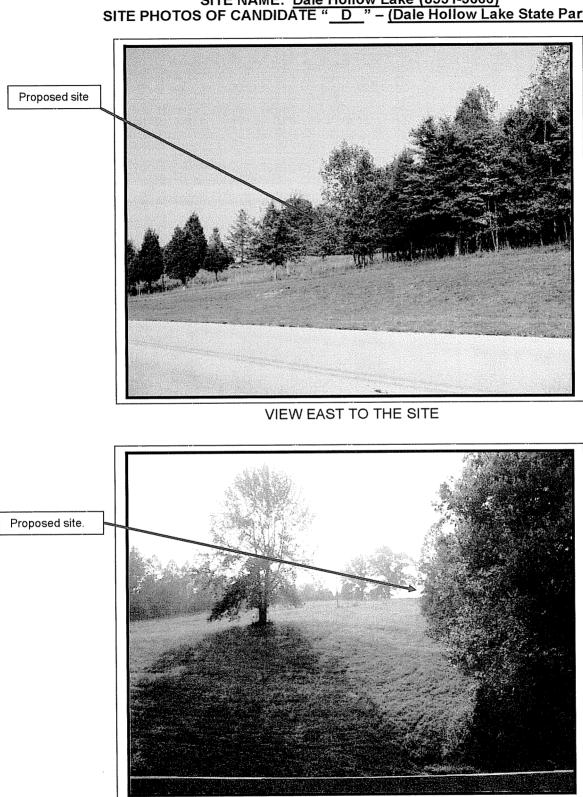
VIEW WEST FROM THE SITE







VIEW SOUTH TO THE SITE



SITE NAME: <u>Dale Hollow Lake (8531-3666)</u> SITE PHOTOS OF CANDIDATE "<u>D</u>" – <u>(Dale Hollow Lake State Park)</u>

VIEW WEST TO THE SITE

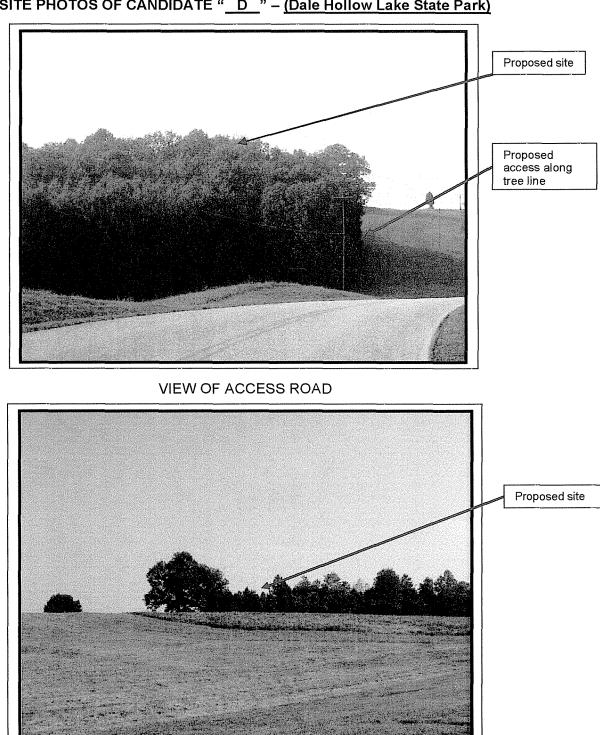
SITE NAME: <u>Dale Hollow Lake (8531-3666)</u> SITE PHOTOS OF CANDIDATE "<u>D</u>" – <u>(Dale Hollow Lake State Park)</u>



VIEW OF INGRESS FACING EAST



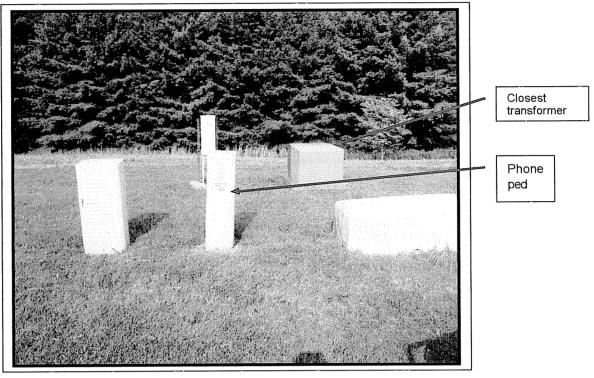
VIEW OF EGRESS FACING SOUTH



SITE NAME: <u>Dale Hollow Lake (8531-3666)</u> SITE PHOTOS OF CANDIDATE "<u>D</u>" – <u>(Dale Hollow Lake State Park)</u>

VIEW OF FRONT OF SITE OFF ROAD

SITE NAME: <u>Dale Hollow Lake (8531-3666)</u> SITE PHOTOS OF CANDIDATE "<u>D</u>" – <u>(Dale Hollow Lake State Park)</u>



VIEW OF TELCO AND TRANSFORMER NEAREST SITE



FRONT VIEW OF TOWER SITE FACING SOUTH

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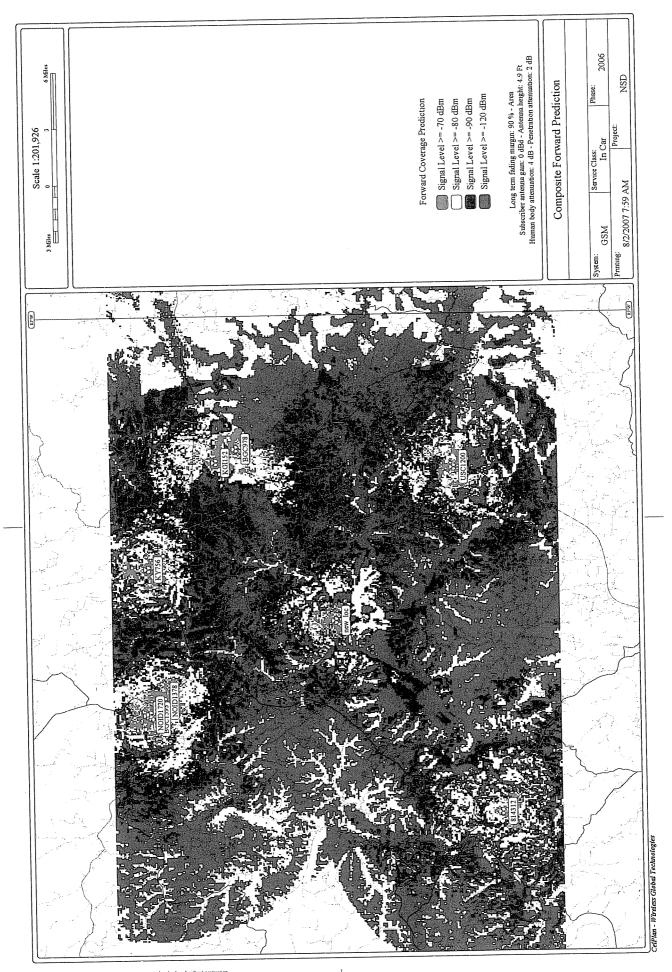
<u>Exhibit E</u>

Propagation Map Showing Existing Wireless Coverage

<u>Exhibit F</u>

Propagation Map Showing Wireless Coverage With Proposed Tower

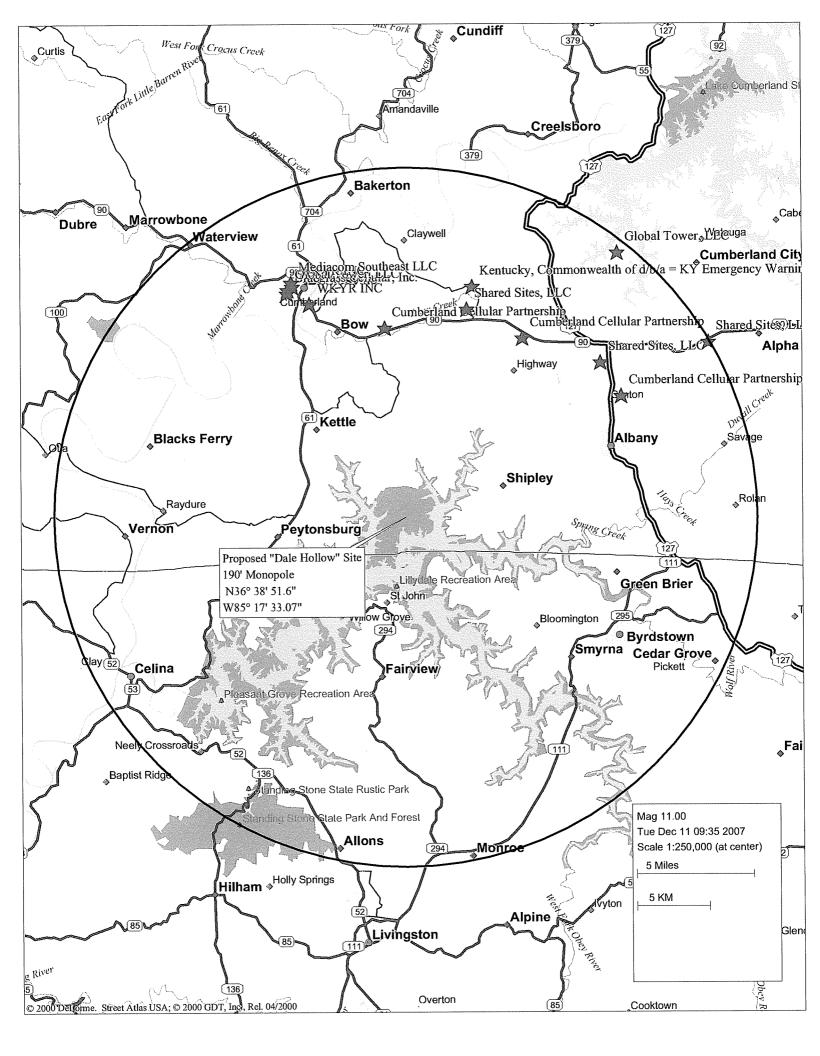
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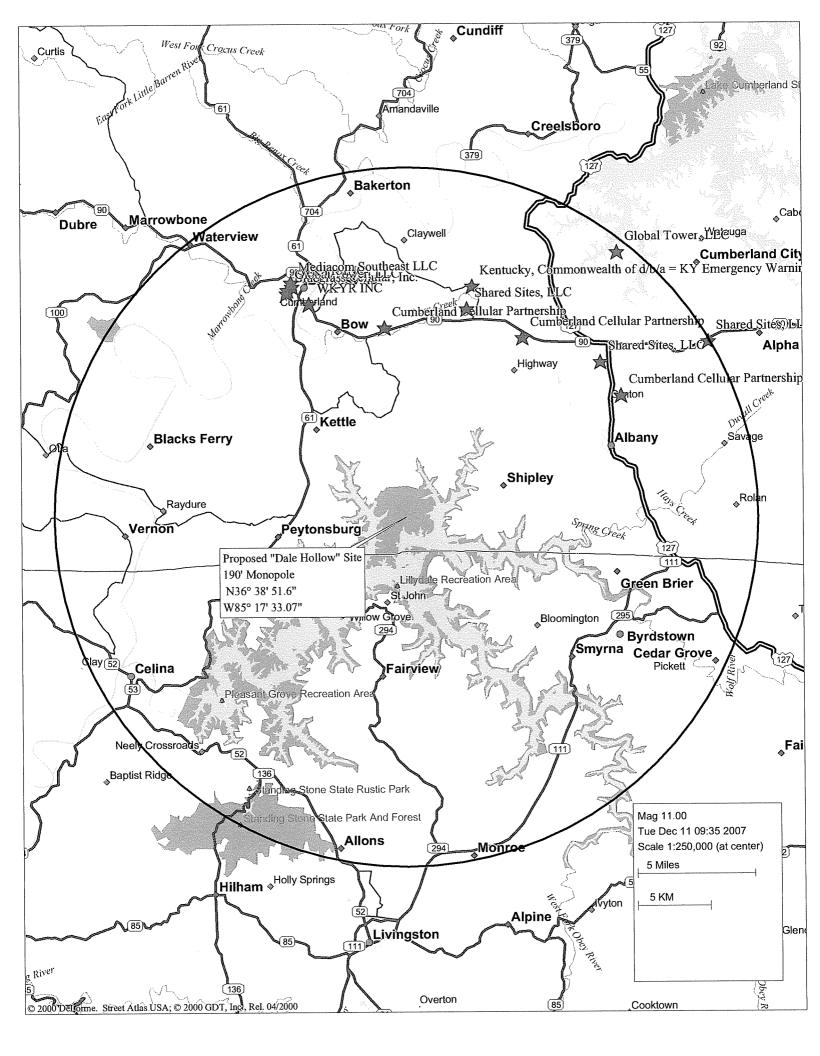


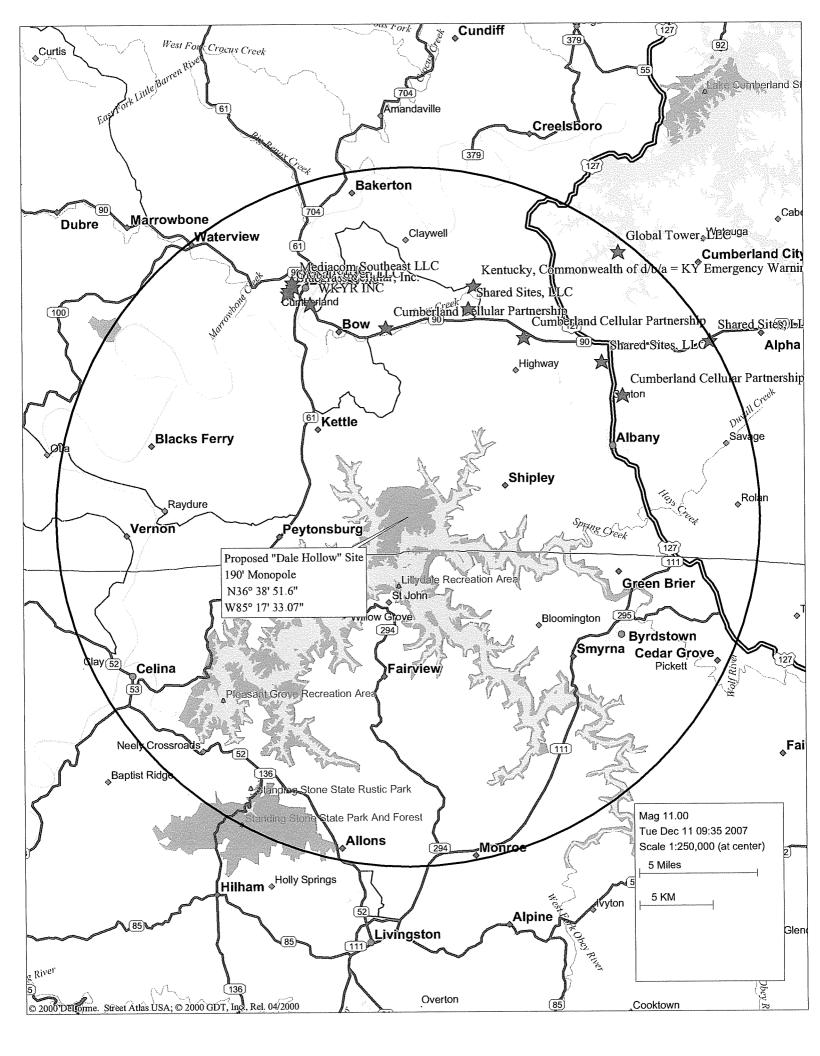
copied or disclosed without permission CelPlan Technologies, and may not be reproduced. All information in this document is proprietary to

<u>Exhibit G</u>

Map and List of FAA Registered Towers Owned by Competing Public Utilities, Corporations or Persons







List of FAA Registered Towers Owned by Competing Public Utilities, Corporations or Persons

Registration Number	ı Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1040490	Constructed	A0047689	Bluegrass Cellular, Inc.	36-47-11.0N 085-23-02.0W	Burkesville, KY	96.0
1042229	Constructed	A0515052	Global Tower, LLC	36-47-19.0N 085-23-00.0W	Burkesville, KY	91.1
1044802	Constructed	A0547363	Kentucky, Commonwealth of d/b/a = KY Emergency Warning System KEWS	36-47-26.0N 085-14-28.0W	Burkesville, KY	85.0
1046918	Constructed	A0055210	WKYR INC	36-47-26.0N 085-22-47.0W	Burkesville, KY	58.0
1046919	Constructed	A0055211	WKYR INC	36-46-47.0N 085-22-00.0W	Burkesville, KY	59.4
1063507	Constructed	A0455374	Global Tower, LLC	36-48-41.0N 085-07-47.0W	Albany, KY	91.1
1214215	Constructed	A0196228	Mediacom Southeast LLC	36-47-35.2N 085-22-49.8W	Burkesville, KY	74.9
1239784	Constructed	A0336446	Cumberland Cellular Partnership	36-43-21.4N 085-07-37.2W	Albany, KY	77.7
1257755	Constructed	A0552588	Cumberland Cellular Partnership	36-45-53.9N 085-18-31.2W	Burkesville, KY	77.7
1258265	Constructed	A0552605	Shared Sites, LLC	36-44-36.2N 085-08-34.1W	Albany, KY	78.0
1258266	Constructed	A0556350	Shared Sites, LLC	36-45-21.3N 085-03-35.4W	Albany, KY	87.2
1258453	Constructed	A0555762	Cumberland Cellular Partnership	36-45-30.5N 085-12-09.6W	Albany, KY	77.7
1258928	Constructed	A0565196	Shared Sites, LLC	36-46-35.6N 085-14-42.7W	Burkesville, KY	102.1
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Kentucky Tower Sites - 15 Mile Radius

Source: FAA ASR Registration Data Base http://wireless2.fcc.gov/UlsApp/AsrSearch/asrRegistrationSearch.jsp

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<u>Exhibit H</u>

Site Development Plan:

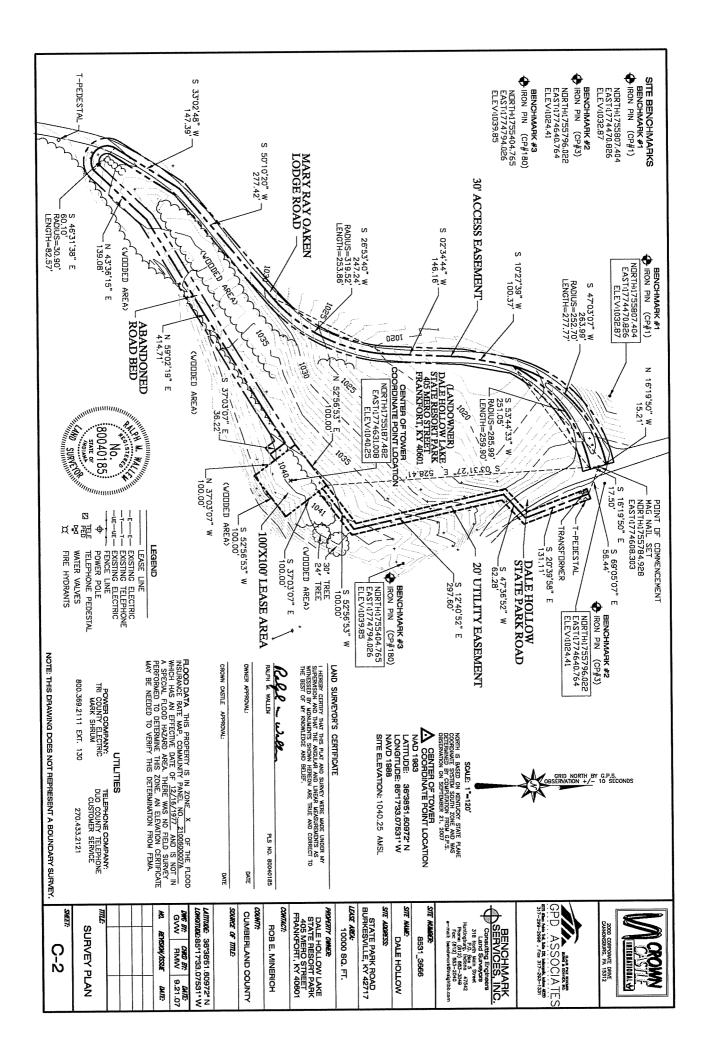
Vicinity Map

Legal Descriptions

Site Plan

Vertical Tower Profile

NAME_ DATE_	PROJECT INFORMATION	CALE HOLDOW LAKE ROAD AND MARY RAY OKEN LURA LEFT ONTO WARK ROAD AND MARY RAY OKEN TO FILE TO FOLLOW WITH THE STORMARD KNOXYLLE. TAKE THE TIN-111 EXIT (EXIT 288) TOWARD KNOXYLLE. TAKE THE TONTO US-127 AND FRAVEL 5.8 MI, TURN REFT ONTO US-127 N 4.5 MI, TURN REFT ONTO US-127 N 4.5 MI, TURN REFT ONTO US-127 N 4.5 MI, TURN REFT ONTO KY-489 AND TRAVEL 4.5 MI, TURN LEFT ONTO KY-490 FOR 10.6 MI TO THE INTERSECTION OF DALE HOLLOW FOR FREE LINE TO TO FOR 10.6 MI TO THE TOR 100 FOR 10.6 MI TO THE TO TOR KY RAY OAKEN LODGE ROAD. CONTINUE STRAIGHT ON DALE HOLLOW LAKE ROAD DO THE TREE LINE TO THE TOP OF THE HILL. TURN LEFT ALONG TREE LINE, GO ADDITIONAL 180' AND THE SITE IS ON THE REFT, JUST IN THE WOODS. DIST. 145mi (APPROX. 3hrs 18mins)	BLUEGRASS CELLULAR
NAME	SITE MANAGER CONSTRUCTION MANAGER ZONING MANAGER	ADDRESS: MARY RAY OAKEN LODGE ROAD BURKESVILLE, KY 42717 CUMBERLAND COUNTY NET I TE I I I I I I I I I I I I I I I I	SITE NAME: DALE HOLLOW
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DESCRIPTION OF LEASE AREA

A PART OF THE DALE HOLLOW LAKE STATE RESORT PARK, CUMBERLAND COUNTY, KENTUCKY, PARTICULARLY DESCRIBED AS FOLLOWS: . AND MORE

COMENCING AT A PK NALL SET AT THE INTERSECTION OF DALE HOLLOW PARK ROAD AND MARY OAKEN LODGE ROAD AND HAVING THE KENTUCKY STATE PLANE SOUTH ZONE COORDINATES OF NORTH 1755784.928 AND EAST 1774608.303; THENCE SOUTH 03 DEGREES 31 MINUTES 27 SECONDS EAST 528.41 FEET TO THE NORTH RANST CORNER OF THE LEASE AREA DESCRIPTION AND TRUE PLACE OF BEGINNING; THENCE SOUTH 37 DEGREES 03 CORNER OF THE LEASE AREA DESCRIPTION AND TRUE PLACE OF BEGINNING; THENCE SOUTH 37 DEGREES 03 MINUTES 07 SECONDS EAST 100.00 FEET; THENCE SOUTH 53 DEGREES 54 MINUTES 53 SECONDS WEST 100.00 FEET; THENCE NORTH 37 DEGREES 03 MINUTES 37 SECONDS WEST 100.00 FEET; THENCE NORTH 55 DEGREES 55 DEGREES 75 MINUTES 53 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET, MORE OR LESS. 56

DESCRIPTION OF 20' UTILITY EASEMENT

PARTICULARLY DESCRIBED AS FOLLOWS: PART OF THE DALE HOLLOW LAKE STATE RESORT PARK, CUMBERLAND COUNTY, KENTUCKY, AND MORE

COMENCING AT A PK NAIL SET AT THE INTERSECTION OF DALE HOLLOW PARK ROAD AND MARY OMEN LODGE ROAD AND HAVING THE KENTUCKY STATE PLANE SOUTH ZONE COORDINATES OF NORTH 1755784.928 AND EAST 1774603.03.7 ITENCE SOUTH & DEGREES OF MINUTES OF SECONDS EAST 56.4.4 FEET; THENCE ON AND ALONG A LINE 10 FEET ON EITHER SIDE OF THE FOLLOWING; SOUTH 20 DEGREES 39 MINUTES 58 SECONDS EAST 131.11 FEET; THENCE SOUTH 47 DEGREES 36 MINUTES 52 SECONDS WEST 52.28 FEET; THENCE SOUTH 12 DEGREES 36 MINUTES 53 SECONDS WEST 100.00 FEET] TO A POINT ON THE LEASE LINE AND TERMINUS OF THIS UTILITY EASEMENT DESCRIPTION.

DESCRIPTION OF 30' ACCESS EASEMENT

A PART OF THE DALE HOLLOW LAKE STATE RESORT PARK, CUMBERLAND COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMENCING AT A PK NAL SET AT THE INTERSECTION OF DALE HOLLOW PARK ROAD AND MARY OAKEN LODGE ROAD AND HAVING THE KENTUCKY STATE PLANE SOUTH ZONE COORDINATES OF NORTH 1755784.928 AND EAST 1774608.303; THENCE NORTH 16 DEGREES 19 MINUTES DS SECONDS WEST 15.21 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH 16 DEGREES 19 MINUTES DO SECONDS WEST 15.21 FEET TO THE TRUE PLACE OF LEFT SOUTH 47 DEGREES 03 MINUTES 07 SECONDS WEST A CHORD DISTANCE 07 263.396 FEET AND HAVING A LEFT SOUTH 47 DEGREES 03 MINUTES 07 SECONDS WEST A CHORD DISTANCE 07 263.396 FEET AND HAVING A LEFT SOUTH 47 DEGREES 0.3 MINUTES 07 SECONDS WEST A CHORD OF SOUTH 10 DEGREES 53 MINUTES 4.9 SECONDS WEST 10.3,7 FEET; THENCE SOUTH 02 DEGREES 34 MINUTES 4.4 SECONDS WEST 146.16 FEET; THENCE SECONDS WEST 10.4,7 FEET; THENCE SOUTH 02 DEGREES 34 MINUTES 4.4 SECONDS WEST 147.39 FEET; THENCE SOUTH 20 DEGREES 000 MINUTES 4.9 SECONDS WEST 177.47, FEET; THENCE SOUTH 26 DEGREES 53 MINUTES 4.9 SECONDS SO DEGREES 10 MINUTES 20 SECONDS WEST 277.47, FEET; THENCE SOUTH 26 DEGREES 53 MINUTES 4.8 SECONDS WEST 147.39 FEET; THENCE ON AND ALONG A CURVE TO THE LEFT AND HAVING A CHORD OF SOUTH 4.6 DEGREES 0.2 MINUTES 38 SECONDS EAST 60.10 FEET AND HAVING A RADIUS OF 30.90 FEET A DISTANCE ALONG THE ARE CONDS SO DEGREES 10 MINUTES 19 SECONDS EAST 414.71 FEET; THENCE SOUTH 35 DEGREES 0.3 MINUTES 19 SECONDS EAST 414.71 FEET; THENCE SOUTH 35 DEGREES 0.2 MINUTES 19 SECONDS EAST 414.71 FEET; THENCE SOUTH 37 DEGREES 0.3 MINUTES 07 SECONDS EAST 36.22 FEET TO THE TERMINUS OF THIS ACCESS EASEMENT DESCRIPTION.

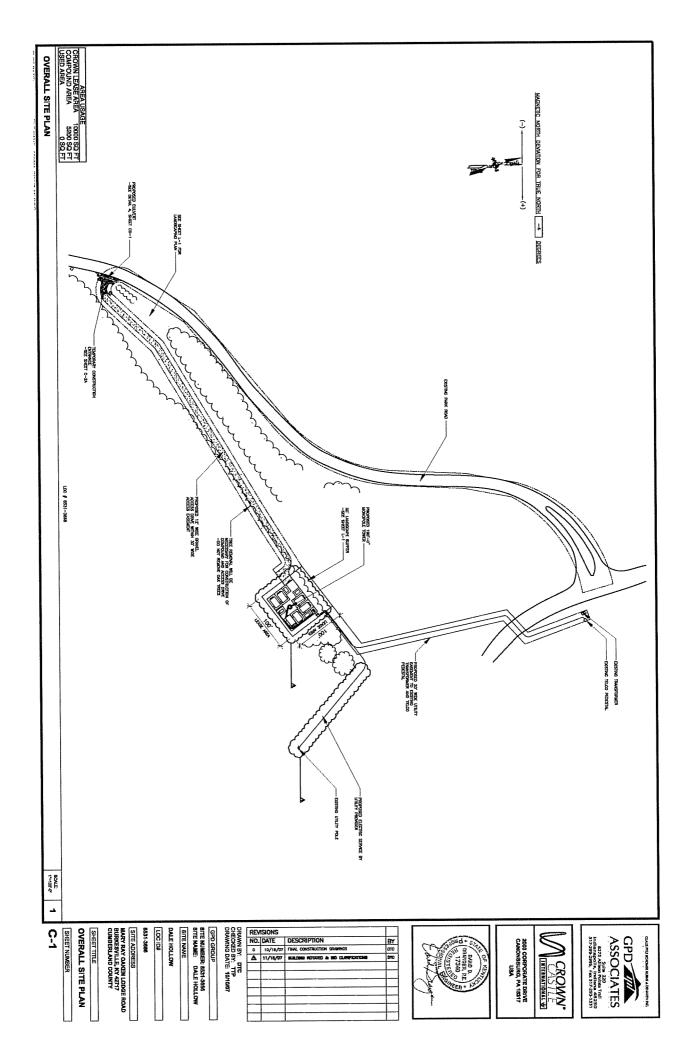
ALSO; FOR THE PURPOSE OF EGRESS AT THE ISLAND ROADWAY NEAR THE INTERSECTION OF SAID MARY RAY OAKEN LODGE ROAD AND DALE HOLLOW STATE PARK ROAD AND BEING A ONE WAY AND DESCRIBED AS FOLLOWS:

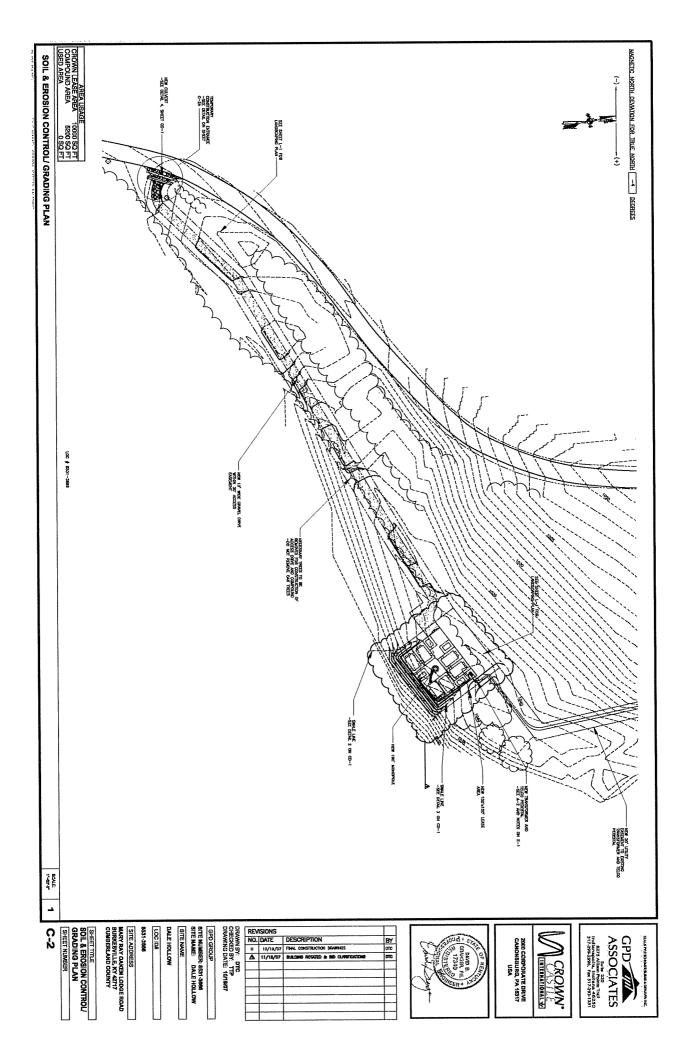
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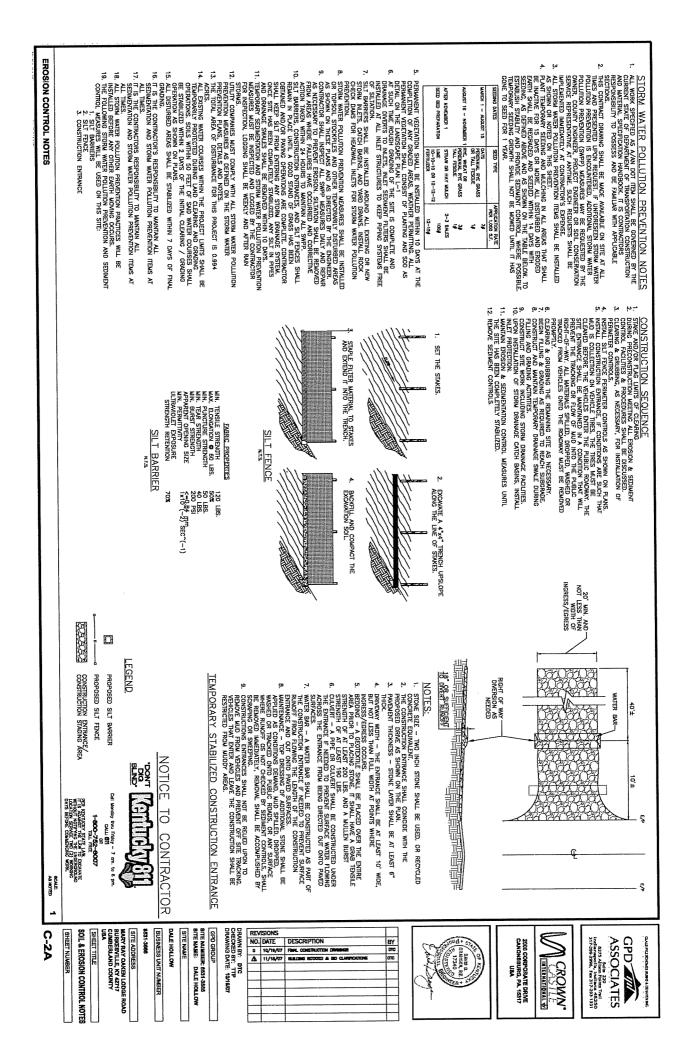
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CROWN CISTLE APPROVAL: DATE	RULPH & WILLEN PLS NO. 80040185	Rell - wee	I HEREBY CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION AND THAT THE ANCULAR AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE DEST OF MY KNOWLEDES AND BELIEF.	LAND SURVEYOR'S CERTIFICATE

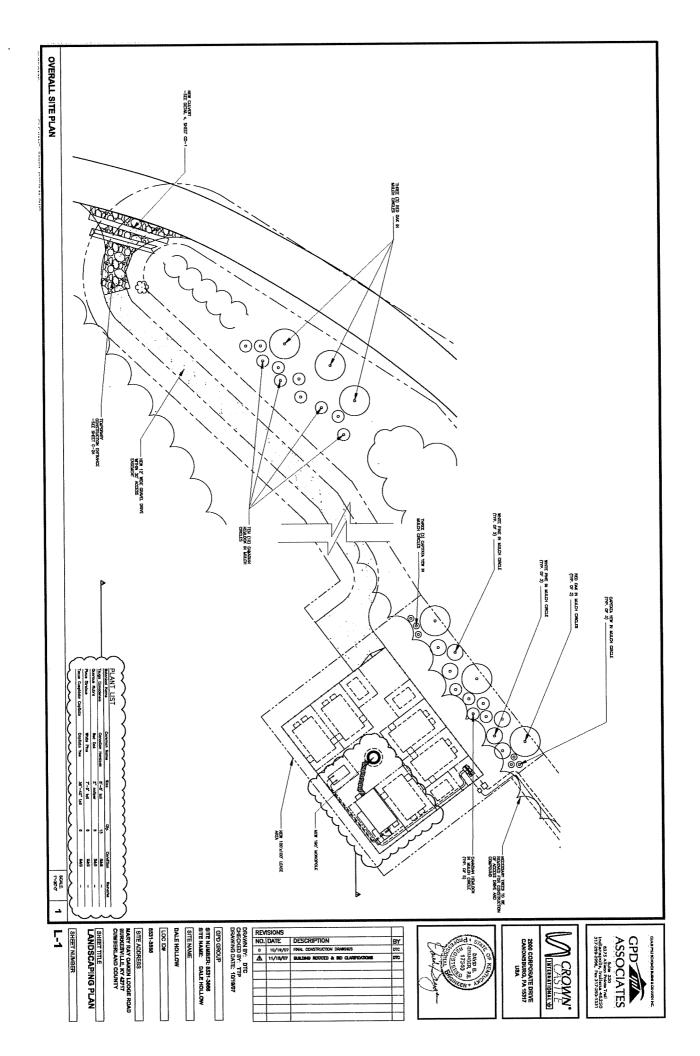
NOTE: THIS DRAWING DOES NOT REPRESENT A BOUINDARY SURVEY.

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seen C-2a	SURVEY PLAN	mt:		HD, AENKOW/XSSUE DATE:	GVW RMW 9.21.07	<i>LATTUDE:</i> 36°38'51.80972* N <i>LONGTUDE:</i> 85°17'33.07531* W	SOURCE OF ITTLE:	CUMBERLAND COUNTY	ROB E. MINERICH	AROPERTY OWNER DALE HOLLOW LAKE STATE RESORT PARK 405 MERO STREET FRANKFORT, KY 40801	10000 SQ. FT.	STATE PARK ROAD BURKESVILLE, KY 42717	STE MARE: DALE HOLLOW	SERVICES, INC. Consulting Express Land Survey 31 byth June 200 Multiplety Bases 4734 Pace (81) 585-2804 Fac (81) 585-2804 Fac (81) 585-2804	CPD ASSOCIATES	AND CROMMY INTERNIERING

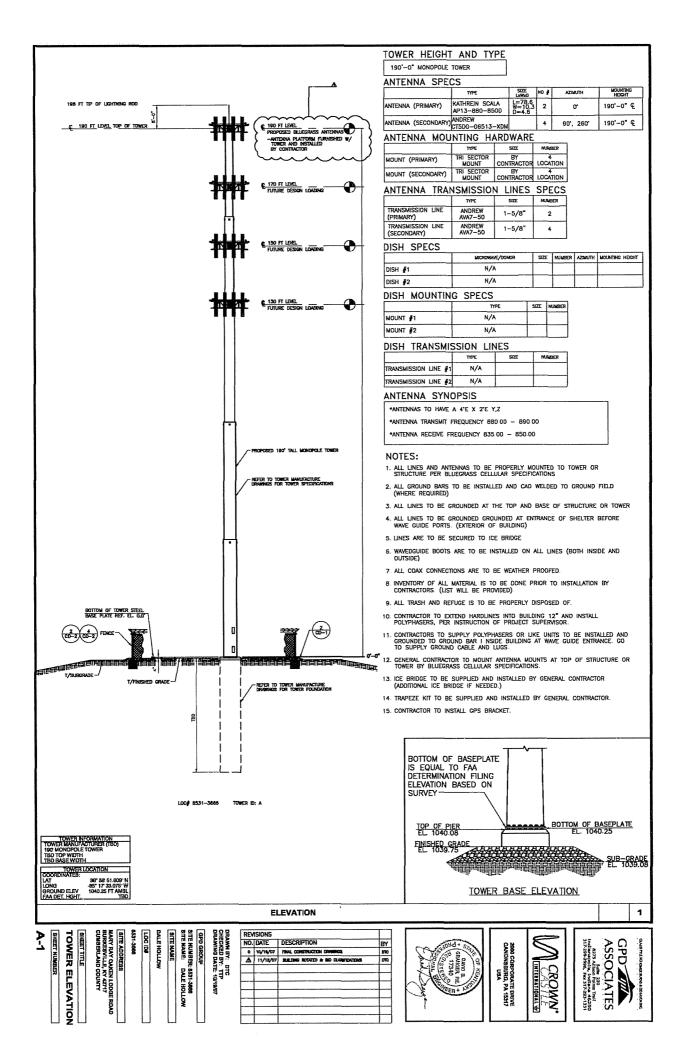


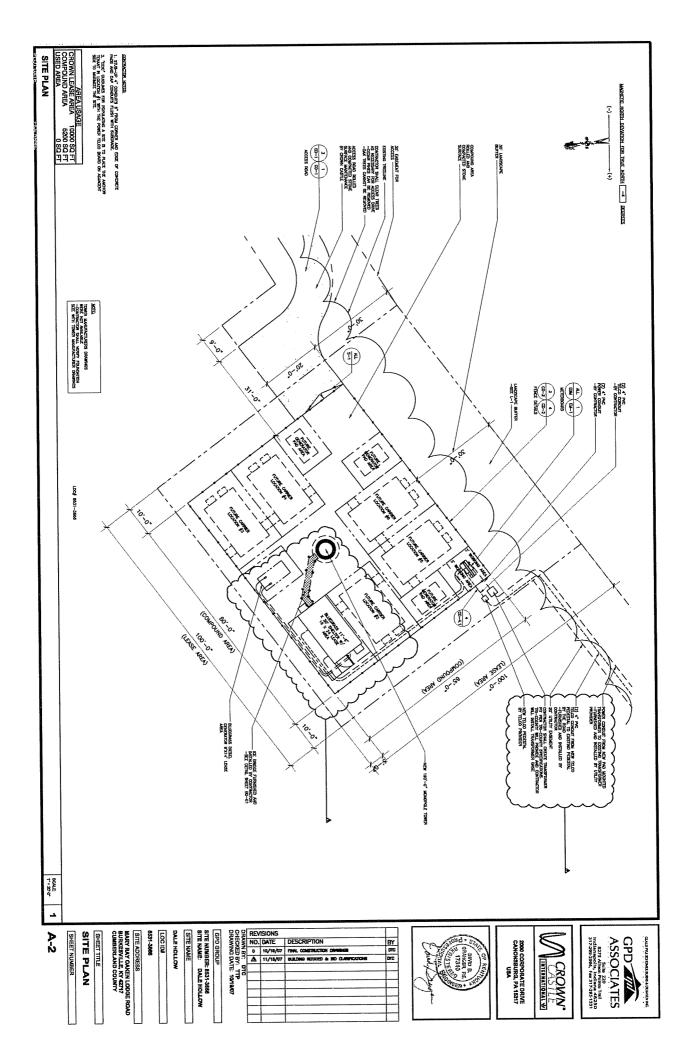


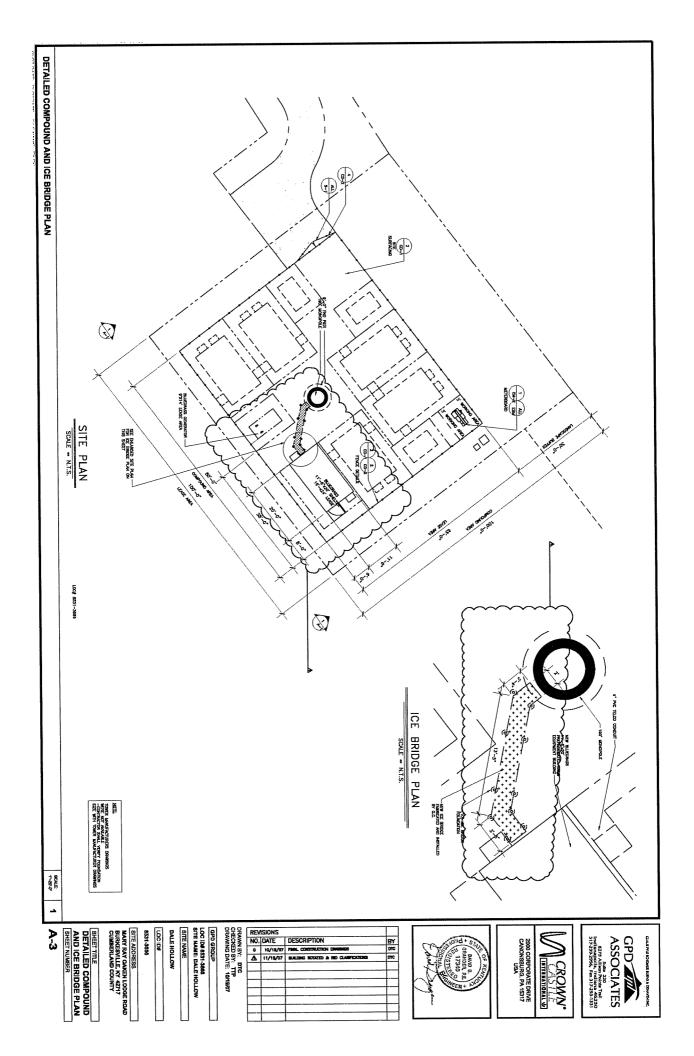


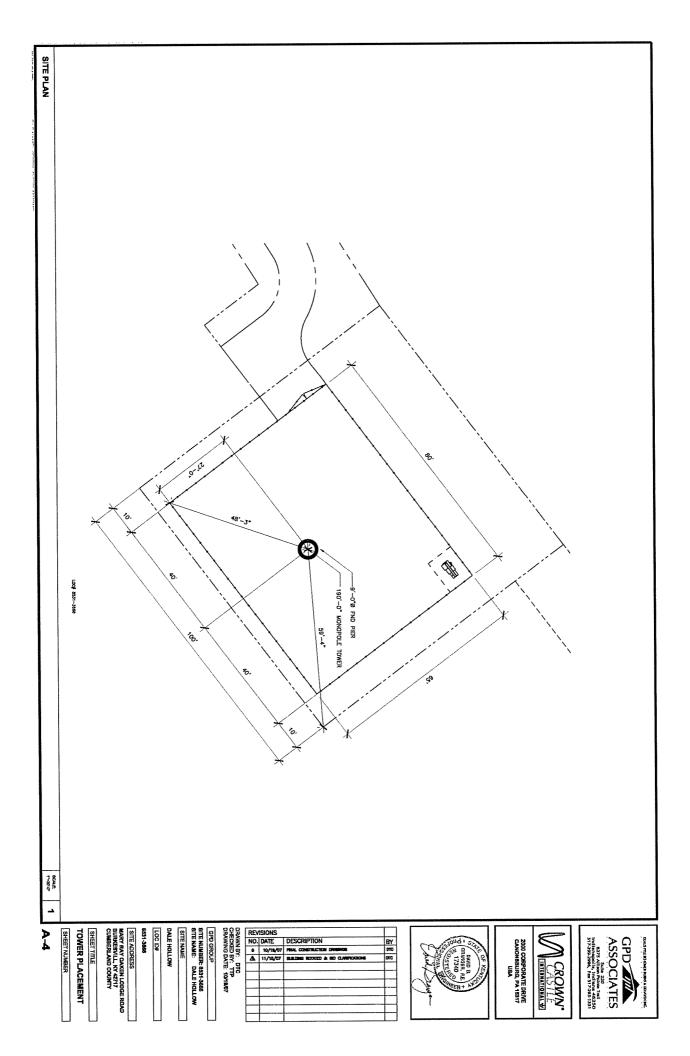


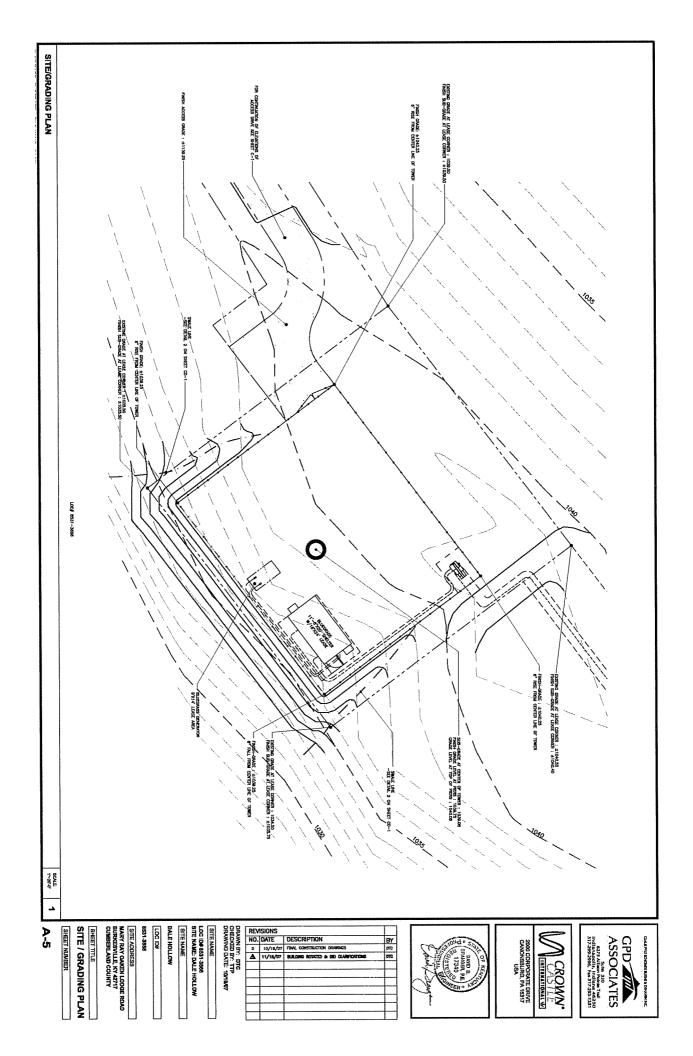
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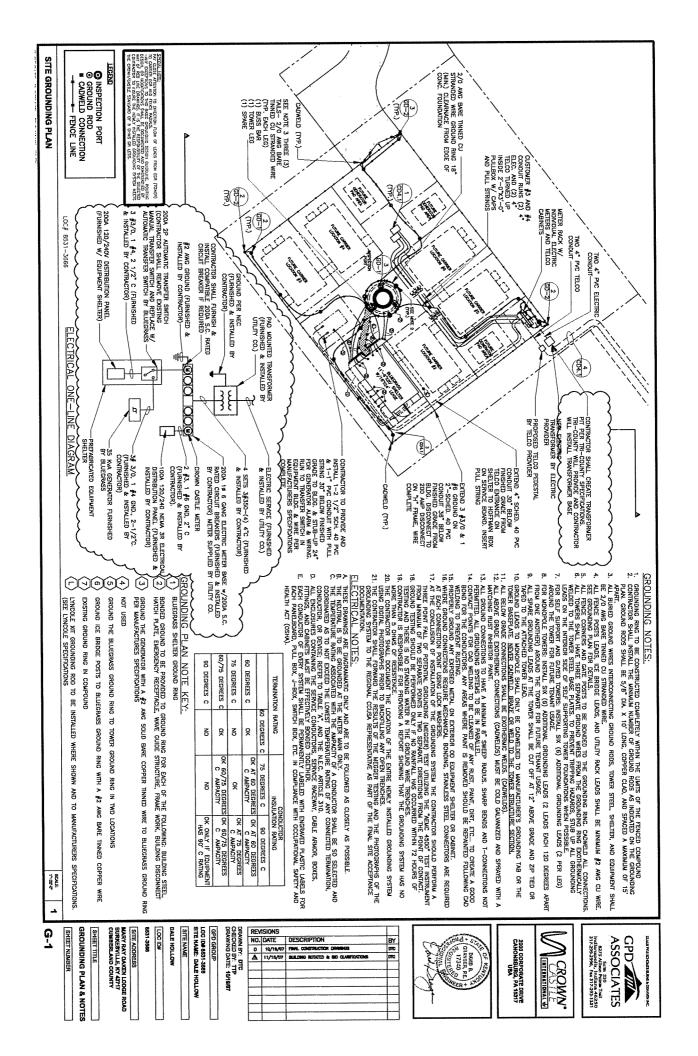












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SHEET TITLE BILL OF MATERIALS SHEET NUMBER			
MARY RAY OAKEN LODGE ROAD BURKEBVILLE, KY 42717 CUMBERLAND COUNTY		((
BISTE ADDRESS	•	DATE CONTRACTOR SHALL REMOVE MANAY TRANSFER SWITCH FURNISHED WITH EQUIPHENT BUILDING AND INSTALL NEW AUTOMATIC TRANSFER SWITCH FURNISHED BY CLEARWIRE.	@)@ ````
		10 NEED TO ADD PROPER LABELING (WARNING, TELCO, ELEC. CUSTOMER NAME ETC.) TO ALL METERBOARD COMPONENTS SUCH AS TELCO/POWER BOX, WIREWAYS, ETC.	
DATE HOLTOM		(B) ALL GROUND CONNECTIONS SHALL HAVE LIGHT COATING OF COPPER-SHIELD BETWEEN DIS-SINILAR MATERIALS.	
SITE NAME: DALE HOLLOW	(800) 752-6007		
LOC ID# 8531-3586			
DRAWING DATE: 101907	PENMTRILE RECC (270) 762-2479	13 MATER SOCKET AND BREAKER FOR CROWN'S USAGE.	
DRAWN BY: DTC CHECKED BY: TTP	P. POWER COMPANY:		
	O. REAS OF APPLICATION FOR PULL BOX(FC/24.3824FF4xx) WOULD IN LOCATION SUCH AS DRIVE WAYS, PARKING LOTS, AND INSIDE OF OR OUTSIDE OF COMPOUND.) () ()
10/18	N. ALL EXTERIOR ELECTRICAL EQUIPMENT SHALL BE CONTED LIGHTLY WITH A CLEAR COAT LAQUER SPRAY; EXCEPT STAINLESS STEEL EQUIPMENT.		
- /07 (SHALL APPLY TO THIS INSTALLATION AND MUST BE ADHERED TO.	B ALL ABOVE GRADE GROUNDING CONDUCTORS TO BUSS BARS SHALL BE \$2 AND STRANDED/SREEN JAACKETED CU WIRE. TO FENCE POST, ICE BRIDGE POSTS, AND TILTY RACK POSTS	
	M. THE CONTRACTOR SHALL BE AWARE THAT ALL STATE AND LOCAL CODES		
	L THE RACEWAY AND WIRING INSTALLATION SHALL BE GROUNDED		
CTION (CODE STANDARDS AND AS APPROVED FOR INSTALLATION OF RACEWAYS AND WIRING.		ତ (≥ା
	K. JUNCTION BOXES OR PULL BOXES SHALL MEET NATIONAL ELECTRICAL		
	RACEWAYS SHALL BE NEW, BATED NEWA 3R, AND POWDER COAT OR ELECTRO-MAG PAINTED.	3 ALL METAL ELECTRICAL EQUIPMENT SHALL BE EXTERMALLY GROUNDED TO THE TOWER EGR. (PAINTED METAL SURFACES MUST HAVE SMALL SECTION OF PAINT REMOVED BEFORE INSTALLATION, AND SHALL BE SPRAYED LIGHTLY WITH CLEAR COAT LACOUER FINISH.	
1045	U. ALL ELECTRICAL EQUIPMENT SMULL BE NEW, INTED WARA SA AND FOMPER COAT PAINTED, WITH THE SIZE AS SPECIFIED AND IN ACCORDANCE WITH THE NE C. INNESS ATHERMISE NOTED ON THE DRAWINGS ALL		© ≥
	N.E.C. OR AS INDICATED ON DRAWINGS.	T ALL ABOVE GRADE CONDUIT SHALL BE RIGID STEEL AND CONFORM TO THE NEC REQUIREMENTS OF PARAGRAPH 344	
<u>BY</u> RE 10	ALL WIRING SHALL BE CODDER TYPE AND IN ACCORDANCE WITH THE	NOTES.	NOTES
	H. ALL WIRING MUST BE INSTALLED IN CONDUIT UNLESS OTHERWISE NOTED OR APPRICIAL BY THE ENCINEER. NEC. AND LOCAL CODES.		
Court Day	347 AND SHALL BE 'UL' APPROVED.	B) 120/240 VAC 2-POLE NEMA 3R 200 AMP FUSIBLE DISCONNECT SWITCH SQ 'D' OR EQUAL	
A HERE	ACCEPTABLE EXIMINATION SHALL BE MAUDEACTURED BY CARLON OR	-+	-+
17340 0 m	C. PVC CONDUT SHALL BE SCHEDULE 40 HIGH MAACH POLIVINTL CHUCKUPE AND SHALL BE USED WITH UNTREADED SOLVENT CEMENT PVC CONDUT	POWER FROM UTULTY (MIN. 1-1/2° CONDUTD) ((1) BLACK 2 ANG CU THAN CONDUCTOR, (1) RED 2 ANG CU THAN CONDUCTOR, (1) WHTE 2 ANG CU THAN CONDUCTOR)	_
DAVID	"UL" APPROVED.	+	+
AL OF REAL	F. INSTALLATION OF INTERMEDIATE METAL CONDUT (IMG) SHALL COMPLY WITH APPLICABLE PROVISION OF N.E.C. ARTICLES 300 & 348 AND SHALL BE		
	"UL" APPROVED.		
CANONSBURG, PA 15317 USA	E. INSTALLATION OF ELECTRICAL METALLIC TUBING (EMT) SHALL COMPLY WITH APPLICABLE PROVISION OF N.E.C. ARTICLES 300 & 348 AND SHALL BE		
2000 CORPORATE DRIVE		B) LEWTON 20 A 120 VAC GPI RECEPTIALE/W SINGLE GAUG WEATHER PROOF BOX AND COVER OR APPROVED EQUAL	
	APPLICABLE PROVISION OF MATIONAL ELECTRICAL CODE (N.E.C.) ARTICLES	B) 120 VAC, 100 AMP, B-CIRCUIT BREAKER NEWA 3R PANEL SO. 'D' CAT # 00612L100RB OR APPROVED EQUAL (NOT USED)	
CASTLE		⑦ SURGE PROTECTIOR HUBBLE CAT # HBL3W65 OR APPROVED EQUAL	
I A CROWN	AS NOTED ON THE DRAWINGS AND MANUFACTURED BY SQUARE "D"	6) 6/ CANG METER PAK SO 'D' CAT # MP86200	6 6/
	C NETER SOCKET ANDERADE VOLTAGE AND NUMBER OF PHASES SHALL RE		
Indianapolis, Indiana 46250 317-299-2996, Fex 317-393-1331	THE DRAWINGS WEATHERPROOF RECEPTACLES SHALL HAVE "WPD" 8-INCH	200 AUP METER SOCKET (SPECIFIED BY LOCAL POWER UTILITY COMPANY)	
Suite 220 8275 Allson Points Trail	B. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND		
×ι	SUBJECTED AND A MINIMUM OF 10,000 AIC RATING UNLESS SPECIFIED OTHERWISE, OR AS PER LOCAL CODES.	2) 1-5/8° CALVANIZED UNISTRUT (UNISTRUT F1000SL-HG) OR APPROVED EQUAL	
GPD III	A. ALL CIRCUIT BREAKERS, FUSES, CONDUCTORS AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT TO WHICH THEY MAY BE	1) 4" X 10-0" GALWANZED PIPE OR ICE BRIDGE POSTS WITH FENCE POSTS CAPS	⊖ ,
		EM DESCRIPTION	

<u> </u>					FT FT-2003279522	ین از از این در این از
		JGED ESSCENTES HAS COMPLETED INITIAL UTULIT COMMUNIAN WITH THE UTULIT PROVIDERS ERT THESE FLAKS, CONTRACTOR SHALL PERFORM FAIL. UTULIT COORDINATION TO BE CONFIRMED WITH LOCAL UTULIT PROVIDERS. SERVICE REQUIRED IS 120/240V, 3 WHET SINGT EMAGE AND AUP.		▶{		
ELECTRICAL NOTES		CONSTRUCTION FOR SERVICE AT 270-343-3131.	RAM	ELECTRICAL ONE LINE DIAGRAM	BLBCI	
SHEET TITLE		STRUCTURE EACH CARRER SHALL RAN CONDUIT FROM THEIR SHELTER TO THE PULL BOX FOR SERVEE. THE CONTRACTOR SHALL PROPERLY BACKFILL THENCHES AFTER SETTLEMENT. CONTACT THE FLOC PROPORES CUSTORER SERVER REPRESENTATION 2-4 WEEKS PROR TO	FURNISHED BY BLUEGRASS			PREFABRICATED EQUIPMENT
BURKESVILLE, KY 42717 CUMBERLAND COUNTY		TELCO PEDESTAL NEAR THE COMPOUND. THE CONTRACTOR SHULL RUN CONDUT FROM THE TELCO PEDESTAL TO A 24" X 35" PULL BOX, THEN TO THE METER BOARD STRUCTURE NEAR PULL DISURE THE TELCO REPORTER SHALL DROMDE SERVICE TO THE METER BOARD				EQUIPMENT SHELTER)
SITE ADDRESS		-CONTRACTOR SHALL RUN (2) 4° CONDUTS W/ PULL STRING AND PULL BOXES AS NEEDED (EVERY 350') FROM THE EXISTING TELCO PEDESTAL AT THE R.O.W. TO THE NEW	2-1/2°C. (FURNISHED &		N	200A 120/240V DISTRIBUTION
8631-3666		CUNIACI: MIKE INAUSIAW EMAL: MERSISHAWBOUTELCOM PHONE: 270–343–1162	PANEL (FURNISHED & INSTALLED BY CONTRACTOR)		BY	(FURNISHED & INSTALLED CONTRACTOR)
LOC ID#		PHONE: 270-433-5111	ELECTRICAL DISTRIBUTION	\$ °		3 #3/0, 1 #4, 2 1/2" C
DALE HOLLOW			(FURNISHED & INSTALLED BY CONTRACTOR).		[W/ AUTOMATIC TRANSFER SMITCH
SITE NAME: DALE HOLLOW		2)TELCD PROVIDES B-1 TELCD PROVIDES T-1 DUD TELEPHONE - PROVIDES B-1 WINDSTREM - PROVIDES T-1 P.O. BOX ED				SWITCH (CONTRACTOR SHALL REMOVE EXISTING MANUAL
GPD GROUP	IS WHERE EURYMENT IS SPECIFIED BT WAVDALINERY AND ITEL SUBJILLING SHALL ONLY BE MADE WITH THE APROVAL OF COUST. THE CONTRACTOR SHALL SUBJIT DETAILS OF PROPOSED MATERIALS, REASON FOR CHANGE AND CHANGE IN CONTRACT MUNIFIC	PRIOR TO CONSTRUCTION FOR SERVICE AND ACCESS TO THE SITE. APPROXIMATE COST OF ELECTRIC AT INITIAL UTILITY WALK IS \$4880.	SUPPLIED BY UTILITY CO.	+		INSTALLED BY CONTRACTOR)
DRAWN BY: DTC CHECKED BY: TTP NBAWING DATE: 444	WITERUS SHALL BE WANTACTINED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY AMS, NERA, NERU AND UL LISTED. A STANDARD STANDARD AND AND AND AND AND AND AND AND AND AN	THE ROAW TO NEW TRANSFORMER LOCATED NEW THE COMPOUND. THE CONTRACTOR SHALL THE ROAM TO NEW TRANSFORMER LOCATED NEW THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE. THE CONTRACTOR SHALL PRODUCE SERVES TO THE NEW HETER BOADD STRUCTURE SHALL PRODUCE SERVES SHALL PRODUCE SHALL P	W/200A S.C. RATED CIRCUIT BREAKERS (FURNISHED & INSTALLED		RED RATED	CIRCUIT BREAKER IF REQUIRED
REVISION NO. DA	NSTALED AND SHAL BE OF THE BEST GAUGE AND OF THE SNAR WAVEAUTHEN THROUGHOUT FOR EACH CLASS OR ROCHOUP OF COLUMENT (SEE NOTE: 14 FOR EXCEPTIONS) MATERIALS SHAL HEET WITH APPROVAL OF THE DMSION OF NOTISTIAN SHETY AND ALL INCOMENNES AND REAL AND ALMOSTATICS AND AND ALL AND	CONTRACT WRIGHTERY PHONE 859-472-2800 -CONTRACTOR SHALL RUN (2) 4° CONDUIT W/ PULL STRING FROM THE TRANSFORMER AT	ET CONTRACTOR)	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	¥ &	CONTRACTOR SHALL FURNI
TE	15) ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN SAFE CONDITION WHEN	DELECTRIC PROMORER OWEN LEICTRIC	(FURNISHED & INSTALLED		9) PER NEC
DESCRIPT	14) CONTRACTOR SHUL PROVIDE ALL VERIFICATION OBSERVATION TESTS AND COMMUNE ALL WORK FRIGT OF ORGENIAN FOR ELECTRICUE COUPLIERT AND THE ACTUAL CONSTRUCTION, CONTRACTOR SHALL ISSUE AL WRITEN MONE OF ALL FININGIS, TO THE FRANCEL COORDINATOR USING ALL MALEPIACTORS FALTY	O. AFEX OF APPLICATION FOR PULL BOX(FCX2A324FF+x) WOULD IN LOCATION SUCH AS DRIVE WAYS, FARKING LUTS, AND INSIDE OF OR OUTSIDE OF COMPOUND. UTILITY NOTES	ELECTRIC SERVICE (FURNISHED & INSTALLED BY UTILITY CO.)		E E	PAD MOUNTED TRANSFORMER (FURNISHED & INSTALLED BY UTILITY CO.)
10N	13) EXACT LOCATION OF ALL EQUIPMENT SHALL BE COORDINATED WITH THE COUSA AND OTHER TRADES.	N. ALL EXTERIOR ELECTRICAL EQUIPMENT SHULL BE COATED LIGHTLY WITH A CLEAR COAT LAQUER SPRAY; EXCEPT STAILESS STEEL EQUIPMENT.	HAS 90° C RATING		}_ }	BO DEGREES C
	12) contractor shall before submitting their bd, visit the project ste and become failling with the constructs, no allowance will be mode for Easting conditions or failure of the contractor to observe them.	M. THE CONTRACTOR SMALL BE AWARE THAT ALL STATE AND LOCAL CODES SHALL APPLY TO THIS INSTALLATION AND MUST BE ADHERED TO.		0,00		D DEGREES
	The MATIONAL ELECTRICAL CODE (N.E.C.) AND ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES. ALL COMPONENTS SHALL BE "UL" APPROVED.	STANDARDS AND AS APPROVED FOR INSTALLATION OF RACEWARS AND WRING. L. THE RACEWAY AND APPROVED INSTALLATION AS A ADDRESS PERMANENTLY AND REFERENCE WAS AND AND AND A ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS	C AMPACITY OK			EGREES
8	11) ALL WORK SHALL BE IN STRUCT ACCORDANCE WITH THE LATEST VERSION OF	K. JUNCTION BOXES OR PULL BOXES SHALL MEET NATIONAL ELECTRICAL CODE	; ,		5	
	NU AL FOLKOF VOSIS TO BE FAU OF INVESTIGATION AND / OR ELECTRIC PERMITS 10) Contractor Stall Obtin All recessary building and / or electric permits Inspections and approvals, and pay all recurso feels pursuant to the Work.	OAT ELECTIVE EXEMPTION SPALE DE NEW, MALE ACCORRANCE WITH THE CAAT PANTED. AND IN ACCORRANCE WITH THE RECENT AND IN ACCORRANCE WITH THE RECENT AND IN A RACEWAYS SHALL BE NEW RARED AND IN AN AD POWDER ON THE DRAWINGS. ALL RACEWAYS SHALL BE NEW RARED.	REES AT 60 DEGREES	AT 60 DEGREES	ex e	60 DEGREES C
	9) CONTRACTOR IS TO COORDINATE WITH UTILITY COMPARY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE STE. THE TEMPORARY POWER and all accurate cores for the band as constructions.	I ALL WIRNG SHALL BE COPPER TYPE AND IN ACCORDANCE WITH THE N.C. OR AS INDICATED ON DRAWINGS.	S C 90 DEGREES C	EES C 75 DEGREES C	60 DEGREES	
A P LONAL	nistalianon, construiction tools. Transportation, Erc. For a complete and property operating system energized transposito a nonizated on drawnings, as specified herein and/or as otherwase reduired.	H. ALL WIRNG MUST BE INSTALLED IN CONDUIT UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER, NEC, AND LOCAL CODES.	CONDUCTOR INSULATION RATING	CONDUCTO	TERMINATION RATING	TERMIN
to an	EXPENSE OF THE CONTINUITION. 7) THE ELECTRICUL CONTRACTOR STALL VERIFY THE ELECTRICUL EQUIPMENT PROVIDED BY ELECTRICUL SUPPLERS. B) FONTRACTOR STALL PROOF ALL AGOR MATERIAS. INSUBANCE. FOLIPMENT.	G. Pro CONDUT SWILL BE SCHEDULE 40 HIGH MAPACT POLYMMYL CHLOROE MU SMILL BE USED WITH HURREADED SOLVEM CREMENT PRO CONDUT FINALS CONDUT SWILL HWE A CENTER RY ORACIN OR ACCERTAGE EDUL SWILL CONDUT SWILL BE MANUFACTURER RY ORACIN OR ACCERTAGE EDUL SWILL BE IN COMPLIANCE WITH N.E.C. ARTICLE 300 & 347 AND SHALL BE 'UL' APPROVED.				
	O THE CONVECTED OUR SPECT BE SUMMARIZED FOR A CONSUMPTION OF A CONSUMPTION	F. INSTALLATION OF INTERMEDIATE METAL CONDUT (IUC) SHALL COMPLY WITH APPLICABLE PROVISION OF N.E.C. ARTICLES 300 & 348 AND SHALL BE "UL" APPROVED.				
2000 CORPORATE DRIVE CANONBBURG, PA 16317 USA	5) CONTRACTOR SIMIL CLEWN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEWE IN A COMPLETE AND UNDAMAGED CONDONS.	E. INSTALLATION OF ELECTRICAL METALLIC TUBING (EWT) SHALL COMPLY WITH APPLICABLE PROVISION OF N.E.C. ARTICLES 300 & 348 AND SHALL BE "UL" APPROVED.	INAL TO ADDED WITH NOX, J-BOX, SWITCH BOX, TH ACT (OSHA).	V. EXCH CONDUCTIVE OF EVERY SYSTEM SPACE BE PERMONENT. TO DELET WITH ENGRAVED PLASTIC LABLES FOR EXCH PRACE BOARD OF ULL BOX, ISSUED WITH ETC. IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).	LABELS FOR EAC	V. EACH CONDUCT ENGRAVED PLASTIC ETC. IN COMPLIANC
E	4) UPON CAMPLETION OF WORK, CONDUT CANTNUTY, SHORT CIRCUT, AND GROUNDIG ATL POTSTML TEST MILL BE MORE FOR APPROVAL AND SUBAIT TEST REPORTS TO THE PROJECT CONSIDENTION.	D. INSTALLATION OF RIGID METAL CONDUT (BMC) SHALL COMPLY WITH APPLICABLE PROVISION OF MATIONAL ELECTRICAL CODE (N.E.C.) ARTICLES 300 & 346 AND SHALL BE "UL" APPROVED.	UST BE EFFECTIVELY	N ALL ENCLOSURES CONTAINING THE SERVICE CONDUCTORES SERVICE BACEMAY, CUBLE ARMOR, BOXES, FITTINGS, AND CUBINETS MUST BE EFFECTIVELY BONDED TOSETHER.	MOR, BOXES, FI	N. ALL ENCLOSURE RACEWAY, CABLE AS BONDED TOGETHER.
-	3) PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF ELECTRICAL WORK.	C. METER SCOKET AMPERAGE, VOLTAGE AND NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS AND MARKIFACTURED BY SQUARE "D" COMPANY OR APROVED EDUCA.	NDUCTOR, OR DEVICE;	TEMPLETER SEASING OF ANY CONNECTED TERMINITON, CONDUCTOR, OR DEVICE, TEMPLETER STATUS OF ANY CONNECTED TERMINITON, CONDUCTOR, OR DEVICE, REFER TO TABLE 'N, AND THE N.E.C. ARTICLE 310.	G OF ANY CONN AND THE N.E.	TEMPERATURE RATIN REFER TO TABLE 'A
0275 Allian Poltas Tail Indianapolis, Indiana 46250 317-399-3996, Fat 317-393-1331	AT THE COMPLETION OF THE JOB SHOWING ACTUAL DIMENSIONS, ROUTING AND CREATURS SHALL BE FRANCING TO THE FRANCET COORDINATOR. ALL BECOUNDER OFFENTING MANUALS, CALADOS SHOP DOMINICS, CE: SHALL BE TURNED OVER TO THE FRANCIET COORDINATOR AF JOB COMPLETION.	B. PLATES FOR ALL SWITCHES, RECEIVELS, TOLEHONE AND BLAKED OUTLIES SMUL HAVE ENGANNED LEITENNG MHERE INNUCHED VN THE OMMINISS WEATHERPROOF RECEIVALUES SMUL HAVE "MPO" S-INCH LUF COVER PLATES	ONLY. TY OF A CONDUCTOR	II. THE NEUTRAL IS TO BE GROUNDED AT THE METER MAIN ONLY. III. THE TEMPERATURE RATING ASSOCIATED WITH THE AMPACITY OF	TO BE GROUND	II. THE NEUTRAL IS
GPD ASSOCIATES	 THE CONTRACTOR SYMLL PROVIDE ALL DECIRIEAL WRING AND EQUIPLENT UNLESS OTHERWISE INDICATED, MAIN COMPONENTS ARE AS FOLLOWS: ONE SET TO COMPLETED ELECTRICAL "AS INSTALLED" OR "AS-BUILL" DRAWINGS 	A. ALL CIRCUIT BREAKERS, FLSES, CONDUCTORS AND ELECTRICAL EQUIPALENT SHALL HAVE, AIL INTERMETING SHORT CIRCUIT TO WHICH THEY MAY BE SUBJECTED AND A INIMUM OF 10,000 AC RATING UNLESS SPECIFIED OTHERWISE, OR AS PER LOOL CODES.	E FOLLOWED	electrical and as to be followed only and are to be followed as closely as possible.	ARE DIAGRAMMA	I. THESE DRAWINGS AR
OWNER THE REPORT OF A DESCRIPTION OF A D	SCOPE OF WORK	MATERIALS, ELECTRICAL WIRING AND RACEWAYS			ő	

