

PUBLIC NOTICE

PUBLIC NOTICE is hereby given that the Board of Supervisors for Elk Township, 952 Chesterville Road, Lewisville, Pennsylvania, will conduct a conditional use hearing on Monday, March 12, 2018, at 6:30 pm at the Elk Township Building to consider the Application of Cellco Partnership d/b/a Verizon Wireless for property owned by American Tower Corporation and located at 253 Mount Olivet Road, being tax parcel #70-3-3 in the R-2 Zoning District of Elk Township. The Applicant seeks conditional use approval pursuant to Article XII Section 1203.B and Article VI Section 601.C.4 of the Elk Township Zoning Ordinance of 2002, as amended. The applicant proposes to relocate equipment shelter from building to under tower legs within fenced compound at the above described location.

All persons wishing to participate in this hearing are invited to be present. Any person with a disability requiring a special accommodation to attend this hearing should notify the secretary at (610) 255-0634, as early as possible, but not later than five (5) working days prior to the hearing. The Board of Supervisors will make every reasonable effort to provide reasonable accommodations.

R. Samuel McMichael, Esquire
Solicitor for Elk Township

**ELK TOWNSHIP
APPLICATION FOR SPECIAL EXCEPTION, VARIANCE,
APPEAL OR CONDITIONAL USE**

This application form must be completed and submitted, along with the appropriate fee and attachments, to the Zoning Hearing Board or Board of Supervisors in order that a hearing may be scheduled. This application is made in accordance with Article XVII Section 1702 and Article XV Section 1512 of the Elk Township Zoning Ordinance.

TYPE OF APPLICATION REQUESTED:

- Request for Special Exception
- Request for Variance
- Appeal
- Conditional Use

APPLICANT/APPELANT:

Name Cellco Partnership d/b/a Verizon Wireless
Address c/o Catherine E.N. Durso, Esquire
Fitzpatrick Lentz & Bubba, P.C.
4001 Schoolhouse Lane
P.O. Box 219
Center Valley, PA 18034-0219
Phone (610) 797-9000
Relationship to Owner Lessee

OWNER:

Name American Tower Corporation
Address 10 Presidential Way
Woburn, Mass. 01001
Phone _____

ATTORNEY:

Name Catherine E.N. Durso, Esquire
Address Fitzpatrick Lentz & Bubba, P.C.
4001 Schoolhouse Lane
P.O. Box 219
Center Valley, PA 18034-0219
Phone (610) 797-9000

ATTORNEY:

Name _____
Address _____
Phone _____

PROPERTY INFORMATION:

Address 253 Mount Olivet Road
UPI # (Tax Parcel No.) 70-3-3 Zoning District R-2 (Agricultural Residential)
Date Acquired 1/14/2000 Total Area of Lot 1.6 Acres
Present Use(s) Wireless Communication Facility
Proposed Use (s) Wireless Communication Facility
Dimensions of Lot 1.6 Acres - Fenced compound is irregular
Description of Existing Buildings and Structures 312'6" self support tower,
generators, base equipment, and a building.

PROPOSED CONSTRUCTION:

Building Dimensions: Height +/- 10' Width 11'5" Depth 22'

Square Feet: First Floor +/- 253 SF Second Floor N/A Additional _____

Total Impervious Coverage After Construction N/A - existing fenced compound

Proposed Building Setback: Front 122' Rear 65'
Side 160' Side 178'

Type of Construction Proposed Relocate equipment shelter from building to under tower legs within fenced compound.

Estimated Cost +/- \$20,000.00

CONTRACTOR:

Name TBD

Address _____

Phone _____

ARCHITECT:

Name N/A

Address _____

Phone _____

NATURE OF THIS APPLICATION:

This proceeding is based on the Elk Township Zoning Ordinance:

No. Article XII Article VI

Section(s) 1203 601(C)

Subsection(s) B 4

Interest of Applicant/Appellant in Property: Lessee

Statement of Relief Sought/Reason for Application or Appeal: See Supplemental Statement

Statement of Grounds for Application or Appeal: See Supplemental Statement

Additional Comments: _____

The current applicable fee to cover hearing costs accompanies this Application or Appeal (make check payable to Elk Township).

As needed, the following items are attached hereto for the Zoning Hearing Board of Elk Township:

- Copy of the Deed to premises described herein.
- Copy of the Legal description of the premises described herein if different from the Deed description in any way.
- Copy of the Site Plan, Plot Plan or Survey depicting the entire property effected by the Application, the existing buildings, improvements and structures located on such property, any proposed changes or additions to the existing buildings, improvements or structures located on such property and any new buildings, improvements or structures proposed to be constructed or erected on such property.
- Copy of the original Application (if any) made to the Zoning Officer.
- Copy of the Order or Decision appealed from.

a/2

PIN # 70-3-3

Prepared By and
After Recordation, Return To:

Sullivan & Worcester LLP
One Post Office Square
Boston, Massachusetts 02109
Attn: Sander Ash, Esq.

Transfer Tax Due: \$ 8,078.60

STATE OF GEORGIA

COUNTY OF FULTON

**PENNSYLVANIA
QUITCLAIM DEED**

Site: Nottingham GLC: PA4350

THIS INDENTURE is made this 14th day of January, 2000, between **AT&T CORP.**, a New York corporation, formerly known as American Telephone and Telegraph Company ("Grantor"), and **AMERICAN TOWERS, INC.**, a Delaware corporation, having as its address 116 Huntington Avenue, Boston, MA 02116 (hereinafter referred to as "Grantee")(the words "Grantor" and "Grantee" to include their respective heirs, successors, legal representatives and assigns where the context permits or requires).

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency whereof are hereby acknowledged, does by these presents remise, release and forever quit-claim unto Grantee all of Grantor's right, title and interest in and to:

ALL THE TRACT(S) OR PARCEL(S) OF LAND being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property unto Grantee, so that neither Grantor nor any entity or entities claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any right, title, or interest in or to the Property or its appurtenances, or any rights thereof;

GRANTOR RESERVES UNTO ITSELF, and excepts from the above conveyance, the easements, rights and privileges hereinafter set forth:

(a) By its acceptance of this Deed, Grantee acknowledges and agrees Grantor has and hereby does reserve an exclusive, perpetual easement and right-of-way (the "Reserved Easement") for the benefit of Grantor, its Affiliates¹ and its and their respective transferees, successors and assigns, for the purpose of installing, operating, maintaining, repairing, removing and replacing underground telecommunication cables and conduits of Grantor, its Affiliates and its and their respective transferees, successors and assigns, together with manholes, markers and surface testing terminals and any regeneration huts or other above-surface improvements existing upon, over and under the Property as of the date first above written (collectively, the "Easement Area Equipment"), in such locations (the "Easement Area") where (i) the Easement Area Equipment is currently located and with respect to subsurface installations, as is marked by utility installation markers, and (ii) should there be no existing Easement Area Equipment installed on the date hereof, Easement Area Equipment may be installed within an Easement Area, the location of which Grantee may hereafter approve, which approval shall not be unreasonably withheld, conditioned or delayed (taking into account Grantee's then current use of the burdened Property and the reasonable future use thereof). By its acceptance of this Deed, the Grantee acknowledges its intent to find at least one location for the Reserved Easement. Such Easement Area shall be a minimum of sixteen and one-half (16½) feet in width and a maximum of thirty (30) feet in width. Should the Easement Area Equipment now installed (or that initially installed in the future) not encumber the maximum Easement Area, additional Easement Area Equipment may be constructed or installed within such Easement Area and, with respect to any underground cabling, conduits, wires, lines or similar improvements, such additional Easement Area Equipment shall be installed in a line parallel to and equidistant from the first cable laid; provided sufficient area is available for the installation of the additional Easement Area Equipment in the reasonable discretion of Grantee, taking into account Grantee's then current use of the burdened Property and the reasonable future use thereof. Grantor shall install, maintain

¹ Affiliates. Shall mean, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first person or entity. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

and replace, as appropriate, surface markers indicating the location of the Easement Area Equipment.

(b) Grantor further reserves the following rights and powers incidental to the Easement Area and the "Temporary Easement Area" (as hereinafter defined):

- (i) A non-exclusive temporary right-of-way and easement (the "Temporary Easement") to be used solely for the purpose of installing, repairing, removing or replacing Easement Area Equipment upon a strip of land ten (10) feet wide on either side of the Easement Area (the "Temporary Easement Area"), provided sufficient area is then available for the installation of the additional Easement Area Equipment, taking into account Grantee's then current use of the burdened Property. Subject to the foregoing limitation, Grantor shall be entitled to park its vehicles and store its materials in the Temporary Easement Area in connection with the Grantor's exercising its rights under the Temporary Easement.
- (ii) If the Easement Area or the Temporary Easement Area is not accessible other than by crossing over other portions of the Property, the right of vehicular and pedestrian ingress and egress over such portion of the Property as Grantee shall from time to time designate for such purposes to and from the Easement Area or the Temporary Easement Area, as the case may be, in connection with the exercise of the Temporary Easement rights or the Reserved Easement rights;
- (iii) The right to clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of the Easement Area and, in connection with the exercise of the Temporary Easement rights, the surface or subsurface of the Temporary Easement Area.

(c) Except as provided in paragraph (a) above, no excavation, building, structure or obstruction will be constructed, erected, built or permitted in or on the surface of the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area. Provided there is no interference with above ground installations located upon or across the Easement Area, Grantee shall have the right to use the surface of the Easement Area for vehicular and pedestrian ingress and egress, except that such use shall exclude heavy trucks, equipment and construction vehicles which could impair the use of or damage the Easement Area Equipment. Should Grantee or Grantee's designees desire to use a portion of the Easement Area, Grantor shall not unreasonably withhold, delay or condition its consent to a proposed use, taking into account Grantor's existing use and the planned reasonable future use thereof; and provided, further, Grantor may condition its consent to Grantee's use of the Easement Area being subject to the same conditions respecting the use thereof by Grantor as are set forth in subparagraph (e) hereinbelow.

(d) Any party seeking to construct, install or maintain any subsurface installations shall call the appropriate utility line location service (e.g., Miss Dig) to determine the location of any Grantor- or Grantee-installed communications systems and utilities prior to the commencement of any work on the Property.

(e) The foregoing reservations are intended to benefit Grantor, its Affiliates, and its and their respective transferees, successors and assigns, and are subject to the following terms and conditions, each of which shall be binding upon Grantor, its Affiliates, and its transferees, successors and assigns, as the case may be (each of which of the foregoing parties is for the purpose of this subparagraph (e) referred to as a "Beneficiary" or collectively, if applicable, the "Beneficiaries;" and each Beneficiary by its exercising of any right reserved to it hereunder shall have agreed to be bound by the following), and each of which shall be effective only from and after the date hereof:

- (i) Except to the extent caused by or resulting from the negligence or willful misconduct of Grantee, from and after the date hereof, the Beneficiaries shall defend, indemnify and hold harmless Grantee, its officers, directors, employees, partners, tenants, invitees, licensees and contractors from all costs, damages, expenses (including, without limitation, reasonable attorneys' fees and disbursements), foreseen or unforeseen, arising (directly or indirectly) after the date hereof from or in connection with the exercise by any Beneficiary of any right reserved unto the Beneficiaries in this reservation, including, but not limited to, the installation, maintenance, operation, removal, replacement or presence, in each case after the date hereof, of the Easement Area Equipment and other property at the Property, any work or thing done or condition created by Beneficiary after the date hereof at the Property, and any and all costs (including attorneys' fees) of enforcing the terms of subparagraphs (a) through (e) hereof.
- (ii) Except in the case of emergency when notice reasonable under the circumstances shall be given and except in the case of normal patrols of the Easement Area for the purpose of observing the presence of surface markers or erosion for which no notice is required, Beneficiary shall give reasonable prior written notice before entering upon the Property. Such notice(s) shall set forth in reasonable detail any and all work and actions to be undertaken in connection with such entry.
- (iii) Beneficiary shall not suffer or permit any lien to be filed, or shall promptly bond over such lien, against the Property relating to, or arising out of, work performed or materials supplied by or for Beneficiary after the date hereof.
- (iv) All work performed by Beneficiary relating to the Easement shall be reasonably coordinated with Grantee and with other work being performed at the Property (taking into account any emergency conditions which may exist). Beneficiary

shall promptly repair any damage to the Property occasioned by its exercise of any of its rights related to the Reserved Easement or the Temporary Easement.

- (v) Beneficiary shall secure all necessary licenses, permits and other governmental approvals before performing any work at the Property and shall, from and after the date hereof, comply with all applicable laws governing its use of the Easement Area, and shall carry, if required by applicable law, and cause each of its contractors and subcontractors to carry, workers' compensation insurance in statutory amounts.
- (vi) The agreements, easements, covenants, conditions, undertakings, restrictions, rights, privileges made, granted or assumed, or reserved, as the case may be, by Grantee, the Beneficiaries or Grantor, as the case may be, are made not only personally for the benefit of the other parties hereto but also shall run with the land and constitute an equitable servitude on the portion of the land owned by such party appurtenant to the Property, the Easement Area, or the Temporary Easement Area, as the case may be. Any transferee of all or any portion of the Property or all or any portion of the Easement Area or Temporary Easement Area shall be deemed automatically by acceptance of the same, to have assumed all obligations herein set forth and to have agreed with the party then burdened by the rights herein created and reserved to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the agreements herein set forth, and the transferor shall, upon completion of such transfer involving all of its interest in the Easement Area or the Temporary Easement Area and upon the giving of written notice of such transfer to the other, be relieved of all further liability with respect to the Property, Easement Area and/or the Temporary Easement Area transferred, except liability with respect to matters that may have arisen from and after the date hereof and prior to the date of said transfer. The written notice of transfer shall include the name and address of the transferee.
- (vii) If the consolidated net worth of the Beneficiaries who are obligated under the indemnity contained in this subparagraph (e) is at any time less than \$100,000,000.00, as determined by generally accepted accounting principles consistently applied, the within reservations shall terminate unless at all times thereafter the Beneficiaries maintain for the benefit of Grantee evidence of insurance reasonably satisfactory to Grantee. In such case, the Beneficiaries shall maintain and deliver from time to time as reasonably requested by Grantee evidence of such insurance reasonably satisfactory to Grantee so long as such party is a Beneficiary of the Easement. By acceptance of this Deed, the Grantee acknowledges that evidence of commercial general liability insurance in the minimum amount of \$2,500,000 (as such amount shall be reasonably adjusted from time to time to account for inflation) shall be a reasonable amount of

commercial general liability insurance acceptable to Grantee. Unless the stock of Beneficiary or, if Beneficiary is a subsidiary of the Grantor, the stock of its parent company shall then be publicly traded, Beneficiary shall provide evidence of its net worth to Grantee from time to time upon Grantee's request.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

GRANTOR:

AT&T CORP., a New York corporation,
formerly known as American Telephone and
Telegraph Company

By: Richard S. Adler

Richard S. Adler

Manager Network Services
Infrastructure Program Management
(ANS Real Estate)

State of Georgia

County of Fulton

On this, the 14th day of January, 2000 A.D. before me, the undersigned officer, personally appeared Richard S. Adler acknowledged himself/herself to be the Manager, Network Services Infrastructure Program Management (ANS Real Estate) of AT&T Corp., a New York corporation, and that he/she as such Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Manager.

In witness whereof, I hereunto set my hand and official seal.

Maurice Mario
Notary Public
Print Name MAURICE MARIO
My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires October 3, 2003

(NOTARIAL SEAL)

The address of the above named Grantee is:
AMERICAN TOWERS, INC.
c/o American Tower Corporation
116 Huntington Avenue, Boston, MA 02116

By: Sam B. Chapman
on behalf of the Grantee.

INSTRUMENT NOT
LEGIBLE AT TIME
OF IMAGING

SITE NAME: NOTTINGHAM, PA

GLC: PA4350

LINE NO: A1254

EXHIBIT "A"

ALL THAT CERTAIN lot or piece of land, Situate in the Township of Elk, County of Chester and State of Pennsylvania, bounded and described according to a Plan made for American Telephone and Telegraph Company, by M.R. and J.B. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, ^{and revised September 13, 1955} April 19, 1955/as follows:

BEGINNING at a spike in the middle of a public road (Thirty three feet wide) said spike is at the distance of Five hundred fifty seven feet measured North four degrees fourteen minutes West along the middle of said public road from its intersection with the middle of Mt. Rocky (Christine Road) (Thirty three feet wide); thence from the beginning point along the middle of aforesaid public road, North five degrees twenty seven minutes West Three hundred forty nine feet and seventy nine one hundredths feet to a spike; thence leaving said

now or formerly owned by

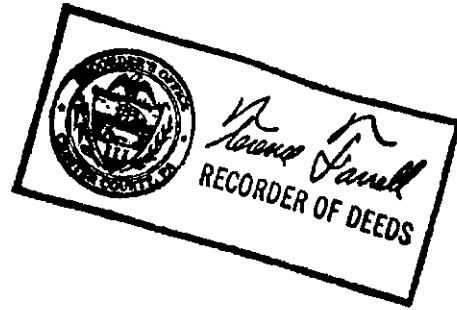
public road by land A Brown, South eighty three degrees one minute East, Two hundred twenty one feet and seventy one hundredths feet to a marble stone;

now or formerly owned by

thence by land A Brown the two following courses and distances: (1) South five degrees twenty seven minutes East, Three hundred ten feet and thirteen one hundredths feet to a marble stone (2) South eighty six degrees forty one minutes West Two hundred sixteen feet and sixty five one hundredths feet to the place of beginning. Containing One Acre and sixty four one hundredths (1.64) Acres.

Being the same parcel as conveyed to American Telephone and Telegraph Company by H. Ralston Brown, Anna L. Brown, H. Kirk Brown and Lettie J. Brown by Deed dated September 14, 1955, and recorded in the office for recording of deeds in Chester County, Pennsylvania on September 20, 1955 in Deed Book 7V-28 Vol. 680, page 110.

Landamerica
3350 Riverwood Parkway
Atlanta Ga 30339.



04/07/2000 12:06:12 P.M. INST NO: 0022448
CHESTER COUNTY, PA

OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO: 0010266

DEED	\$23.00
CD REC FUND	\$1.00
HOUSING	\$23.00
MUNICIPAL/SCHOOL	\$4,039.30
RE REC FUND	\$1.00
ST TAX - DEEDS	\$4,039.30
WRIT - DEEDS	\$.50

\$8,127.10

(Rev. May 2014)

ELK TOWNSHIP, CHESTER COUNTY, PA
APPLICATION FOR ZONING PERMIT
(Required for all structures unregulated per PA Act 45)

Building Code Official Phone 610-637-1003
Building Code Official Fax 610-932-0707

Township Office Phone 610-255-0634
Township Office Fax 610-255-0492

Date 10/11/17 Does Applicant own the property? Yes No

Applicant CELCO PARTNERSHIP DBA / 913 HOLLOW RD / WYOMING PA 19087 / 610.420.0775
(Please Print) Name Address Phone No.

Property Owner AMERICAN TOWER CORP (ATC)
(Please Print) Name Address Phone No.

Property Information

Site Location 253 MOUNT OLIVET ROAD / OXFORD
(Lot No.) (House No.) (Street or Road)

Parcel Type (circle one below)
Residential Commercial Industrial Other (describe) _____

Project Type (circle one below)
New Principal Construction Addition Renovation New Accessory Construction

NOTE: All applications require two (2) copies of the site plan showing property lines, building setback lines, existing buildings and driveways, and proposed buildings, additions and/or driveways. Locate the existing and proposed structures and driveways with dimensions to the property line. Please use a scale for the plans, such as 1" = 10'. Deck applications must demonstrate a Section View indicating the elevation or height from finished grade of the structure. Accessory structure applications require a plan and elevation view indicating the square footage and height of structure.

I (WE) DECLARE UNDER THE PENALTIES OF PERJURY THAT THIS APPLICATION (INCLUDING ANY ACCOMPANYING PLANS AND SPECIFICATIONS) HAS BEEN EXAMINED BY ME (US) AND TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE APPLICATION. ALL CONSTRUCTION MUST CONFORM TO STANDARD ENGINEERING PRACTICES.

I (WE) AFFIRM THAT WE HAVE REVIEWED THE ELK TOWNSHIP ZONING ORDINANCE AND THAT THE PROPOSED STRUCTURE COMPLIES WITH ALL REQUIREMENTS OF THIS ORDINANCE.

ALL OWNERS MUST SIGN THIS APPLICATION AND AGREEMENT IN ADDITION TO ANY OTHER APPLICANT.

[Signature]
Signature of Applicant(s)

AMORIZATION ATTACHED
Signature of Property Owner(s)

Approved Approved w/conditions Disapproved Tax Parcel # _____ Zoning District _____

Date _____ Fee Paid \$ _____ Permit # _____
Zoning Officer

Notes: _____

**ELK TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
APPLICATION AND AGREEMENT FOR BUILDING PERMIT**

Date 10/11/17 Does Applicant own the property? Yes No

Applicant CELLCO PARTNERSHIP DBA VERIZON WIRELESS Name 913 HOLLOW RD WAYNE PA 19087 Address 610.420.0775 Phone No.

Property Owner AMERICAN POWER CORP (ATC) Name INSTALL NEW 11x23 PRE-FAB EQUIPMENT SHELTER Address Phone No.

Application is hereby made for a permit to INSTALL NEW 11x23 PRE-FAB EQUIPMENT SHELTER

Site Location 253 MOUNT OLIVET ROAD OXFORD
(Lot No.) (House No.) (Street or Road)

Plot of Ground	<u>x</u>	Applicant's Estimated Construction Costs*	Permit Fees (BCO will calculate)
(frontage)	(depth)		
This building is to be used as _____		Building \$ <u>20,000.00</u>	\$ _____
		Garages \$ _____	\$ _____
		Porches \$ _____	\$ _____
		Zoning _____	\$ _____
		E & S _____	\$ _____
		UCC Fee _____	\$ _____
		Other _____	\$ _____
		Other _____	\$ _____
		Other _____	\$ _____
		TOTAL	\$ _____

*Applicant shall provide an accurate estimate for any use on which the permit fee is determined. The Township may obtain an independent evaluation in the event it determines that the estimated cost does not reasonably represent the actual cost. Applicant shall reimburse the Township for any costs incurred to obtain the independent estimate. If the fee is based upon a contract, applicant must provide a bona fide contract.

Floor Area (Sq. Ft.) 253 SF
(Garage) (Basement) (1st Floor) (2nd Floor) (Total)

NOTE: Two sets of plans and specifications shall accompany the application as well as two plot plans showing the size of the lot and the location of improvements thereon, giving side, rear and front yard requirements. Applicants must complete the attached insurance form pursuant to the Workers Compensation Reform Act PA 44.

I (WE) DECLARE UNDER THE PENALTIES OF PERJURY THAT THIS APPLICATION (INCLUDING ANY ACCOMPANYING PLANS AND SPECIFICATIONS) HAS BEEN EXAMINED BY ME (US) AND TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE APPLICATION. ALL CONSTRUCTION MUST CONFORM TO STANDARD ENGINEERING PRACTICES.

I (WE) ACKNOWLEDGE THAT I (WE) HAVE REVIEWED ALL SUBDIVISION/LAND DEVELOPMENT PLANS, CONDITIONS OF APPROVAL CONTAINED IN ANY DECISION BY THE BOARD OF SUPERVISORS/ZONING HEARING BOARD, RECORDED FINAL SUBDIVISION/LAND DEVELOPMENT PLANS, AND THAT I (WE) WILL COMPLY WITH AND/OR SATISFY ALL OF THESE CONDITIONS AND REQUIREMENTS PRIOR TO THE USE AND OCCUPANCY OF THE STRUCTURE DESCRIBED IN THIS APPLICATION.

I (WE) AFFIRM THAT WE HAVE REVIEWED THE ELK TOWNSHIP ZONING ORDINANCE AND THAT THE PROPOSED STRUCTURE COMPLIES WITH ALL REQUIREMENTS OF THIS ORDINANCE.

ALL OWNERS MUST SIGN THIS APPLICATION AND AGREEMENT IN ADDITION TO ANY OTHER APPLICANT.

Signature of Applicant(s) [Signature] Signature of Property Owner(s) APPROPRIATION ATTACHED

Approved Approved w/conditions Disapproved Tax Parcel # _____ Zoning District _____

Building Code Official _____ Date _____ Fee Paid \$ _____ Permit # _____

Verizon P.E.
Nethandkum

APPLICATION FOR ELECTRICAL PERMIT

NOTE: PLANS ARE REQUIRED FOR ALL ELECTRICAL WORK AS PER APPLICABLE ORDINANCES

ELK TOWNSHIP
P. O. BOX 188
LEWISVILLE, PA 19361

PERMIT NO.
ESTIMATED COST
FEE

LOCATION: 253 Mount Olivet Road

USE OF PREMISES: Cell Tower

NAME OF INSTALLER: Surtley Pros Engineers Inc

ADDRESS OF INSTALLER: 10 Schoolhouse Rd, Souderton PA

PHONE NUMBER: 215-368-7400

NAME OF OWNER: American Towers

ADDRESS OF OWNER: 10 Presidential Way, Winton MA 01801

INSPECTING AGENCY FOR INSPECTION: United Insp Agency

<input checked="" type="checkbox"/> NEW CONSTRUCTION	<input type="checkbox"/> AIR CONDITIONING	<input type="checkbox"/> OIL BURNING EQUIPMENT	<input type="checkbox"/> GAS BURNING EQUIPMENT	<input type="checkbox"/> ELECTRIC HEAT	<input type="checkbox"/> OTHER (SPECIFY)	DATE ISSUED	20
<input type="checkbox"/> 1 FAMILY	<input type="checkbox"/> 2 FAMILY	<input type="checkbox"/> 3 FAMILY	<input type="checkbox"/> APT. BLDG.	<input type="checkbox"/> PUBLIC BLDG.	<input checked="" type="checkbox"/> BUS. BLDG.	<input type="checkbox"/> ALTER.	<input type="checkbox"/> REPAIR
						<input type="checkbox"/> REPLACEMENT	

DESCRIPTION OF ELECTRICAL WORK & SIZE OF SERVICE:

Relocate Existing Service Feed To New Equipment Location
 Install New Load Center (200amp) in New Equipment Room
 Run New Power and Control wiring To Existing Generator

NOTE: ALL ELECTRICAL WORK SHALL CONFORM WITH ALL APPLICABLE ORDINANCES - FINAL ELECTRICAL INSPECTION CERTIFICATE REQUIRED
 I HEREBY CERTIFY THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF

Owner's Signature: *Arnold Pennel*
 Applicant's Signature: *[Signature]*

Approved By: _____
 Date: _____



AMERICAN TOWER[®]
CORPORATION

LETTER OF AUTHORIZATION

ATC SITE # / NAME: 88248/Nottingham
SITE ADDRESS: 253 Mt Olivet Road, Oxford, Pennsylvania 19363
LICENSEE: Verizon Wireless 2007 MLA d/b/a Verizon Wireless

I, Margaret Robinson, Senior Counsel for American Tower*, owner of the tower facility located at the address identified above (the "Tower Facility"), do hereby authorize **Verizon Wireless 2007 MLA d/b/a Verizon Wireless**, its successors and assigns, and/or its agent, (collectively, the "Licensee") to act as American Tower's non-exclusive agent for the sole purpose of filing and consummating any land-use or building permit application(s) as may be required by the applicable permitting authorities for Licensee's telecommunications' installation.

We understand that this application may be denied, modified or approved with conditions. The above authorization is limited to the acceptance by Licensee only of conditions related to Licensee's installation and any such conditions of approval or modifications will be Licensee's sole responsibility.

Signature:

Print Name: Margaret Robinson
Senior Counsel
American Tower*

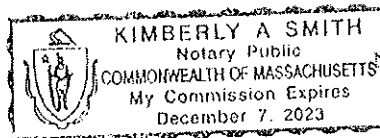
NOTARY BLOCK

Commonwealth of MASSACHUSETTS
County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Senior Counsel for American Tower*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal, this 7 day of July, 2017.

NOTARY SEAL



Notary Public [Signature]
My Commission Expires: 12/11/2023

*American Tower includes all affiliates and subsidiaries of American Tower Corporation.