

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAY 15 2014

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION OF PARALLEL INFRASTRUCTURE )  
ON BEHALF OF NEW CINGULAR WIRELESS PCS )  
LIMITED LIABILITY COMPANY FOR THE ISSUANCE )  
OF A CERTIFICATE OF PUBLIC CONVENIENCE AND ) CASE No. 2014-00143  
NECESSITY TO CONSTRUCT A TOWER IN CARTER )  
COUNTY, KENTUCKY. )

1. New Cingular Wireless PCS, d/b/a AT&T Mobility, was granted authorization to provide Personal Communications Service ("PCS") in the KY-9 Cellular Market Area (CMA451) by the Federal Communications Commission (FCC). FCC license is included as Exhibit 2.

2. In an effort to improve service to customers in Carter County, Kentucky, New Cingular Wireless PCS, pursuant to their authorization to provide PCS in the KY-9 CMA, engaged Parallel Infrastructure to develop a 250-foot self-supporting structure to accommodate New Cingular Wireless, PCS's antennas and equipment. Pursuant to KRS278.020(1), 807 KAR 5:001, Section 9, 807 KAR 5:063 and all relevant statutes and regulations, Parallel Infrastructure seeks the Commission's approval through a Certificate of of Public Convenience and Necessity to construct the tower on a tract of land located at 122 Beverly Hills Drive, Grayson, Kentucky. This tract is located approximately 0.13 miles west of the intersection of Hugh Street and Barrett Street and 0.16 miles off the south line of E. Main Street (US 60) in Carter County, Kentucky (38°19'38.4"N 82°55'32.3"W). A map and detailed directions to the site can be found in Exhibit 4.

3. Exhibit 11 is a map showing the location of the proposed tower in relation to all adjacent property owners.

4. Exhibit 12 is a list of all Property owners or residents according to the property valuation administrator's record who reside or own property within 500 feet of the proposed tower in accordance with the Public Valuation Administrator. No other properties are contiguous with the parent tract of land, of which the Parallel lease parcel is a part.

5. Pursuant to 807 KAR 5:063 Section 1 (1)(L) and Section 1(1)(n)(1) all affected property owners according to the property valuation administrator's record who reside or own property within 500 feet of the proposed Tower were notified of Parallel Infrastructure's proposed construction and informed of their right to intervene by certified mail return receipt requested. They were given the docket number under which this application is filed. Enclosed in Exhibit 12 is a copy of that notification.

6. Carter County has no formal local planning unit. In absence of this unit the Carter County Judge Executive's office was notified by certified mail, return receipt requested of Parallel Infrastructure on behalf of New Cingular Wireless PCS's proposal and informed of their right to intervene. The Carter County Judge Executive's office was given the docket number under which this application is filed. Enclosed in Exhibit 12 is a copy of that notification.

7. Notice of the location of the proposed construction was published in the Grayson Journal-Inquirer May 7, 2014 and May 14, 2014. Enclosed is a copy of that notice in Exhibit 13. Grayson Journal-Inquirer is the newspaper that serves the largest portion of the population in Carter County.

8. A geologist was employed to determine soil and rock types and to ascertain the distance to solid bedrock. The geotechnical report is enclosed as Exhibit 3.

9. A copy of the site development plan is enclosed as Exhibit 7.

10. A copy of the tower design information is enclosed as Exhibit 10. The proposed tower has been designed by engineers at Sabre Industries Towers and Poles and will be constructed under their supervision. Their qualifications are evidenced in Exhibit 10 by the seal and signature of the registered professional engineer responsible for this project. Additionally, the identify and qualifications of the individuals responsible for construction of the tower is set forth in Exhibit 6.

11. The tower will be erected by companies that undergo a bid and selection process. Upon approval by the KYPSC and other agencies involved in permitting construction activities in the State of Kentucky for communication towers, an RFP for construction services will be issued and a contractor will be selected via that process.

12. The FAA and Kentucky Airport Zoning Commission documents are both included as Exhibit 1.

13. No Federal Communications Commission approval is required prior to construction of this facility. Once service is established from this tower, the applicant must immediately notify the Federal Communications Commission of its operation. Prior approval is needed only if the proposed facility increases the size of the cellular geographic service area. This cell site will not expand the cellular geographic service area. A copy of the FCC authorization for New Cingular Wireless PSC, LLC is enclosed as Exhibit 2.

14. Parallel Infrastructure will finance the subject Construction with earned surplus in its General Fund.

Estimated Cost of Construction \$ 325,000.00  
Annual Operation Expense of Tower \$ 12,000.00

15. Two notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2), measuring at least two (2) feet in height and four (4) feet in width and containing all required language in letters of required height, have been posted. One sign was placed at a visible location on the proposed site and another on the nearest public road. Photographs of the signs will be provided to KYPSC. The signs will remain posted for at least two weeks after filing of this application as specified.

16. Enclosed in Exhibit 5 is a copy of Parallel Infrastructure's lease agreement with legal description to the site as well as the lease between New Cingular Wireless PCS and Parallel.

17. Enclosed in Exhibit 15 are the corporate documents for Parallel as required under 807 KAR 5:063(1)(a)(1).

18. The proposed construction site is on a hill overlooking East Main Street (US 60) approximately 800 feet to the north. The nearest off-site structure is some distance away and down the hill from the site. Prior to construction the tower location was not wooded.

19. Due to the steep hillside surrounding the proposed site, the property in close proximity is unsuitable for development. Parallel Infrastructure's operation will not affect the use of nearby land nor

its value. No more suitable site exists in the area. A copy of the search area map is enclosed in Exhibit 14. No other tower capable of supporting New Cingular Wireless PCS's load exists in the general area; therefore, there is no opportunity for co-location of our facilities with anyone else.

20. Enclosed, and filed as Exhibit 8 is a survey of the proposed tower site signed by a Kentucky registered professional engineer.

21. Exhibit 9 contains a vertical sketch of the tower supplied by BC Architects Engineers.

22. Parallel Infrastructure respectfully requests that all communications and correspondence with respect to the Instant Application be sent to:

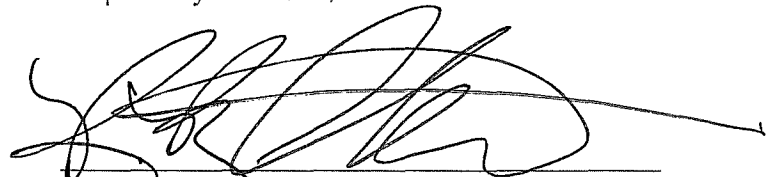
R. Benjamin Crittenden  
STITES & HARBISON, PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort, Kentucky 40602-0634  
Telephone: 502-223-3477

With a copy to:

Nathan Byrd  
BC Architects Engineering, PLC  
5659 Columbia Pike, Suite 101  
Falls Church, Virginia 22041

**WHEREFORE**, the Applicant respectfully requests that the PSC accept the foregoing Application for filing, and find that the Applicant has met the requirements of KRS 278.020(1), 807 KAR 5:001, Section 9, 807 KAR 5:063, and all other relevant statutes and regulations, grant a Certificate of Public Convenience and Necessity to construct and operate the proposed tower, and award all other appropriate relief.

Respectfully submitted,



R. Benjamin Crittenden  
STITES & HARBISON, PLLC  
421 West Main Street  
P.O. Box 634  
Frankfort, Kentucky 40602-0634  
Telephone: 502-223-3477  
COUNSEL FOR APPLICANT

February 28, 2014

**Site Name: KY00017**

**Site Number: KY00017**

**Located: Grayson, Carter County, Kentucky**

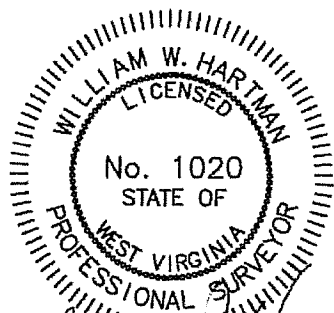
FAA 1-A Accuracy Statement

I certify that the latitude of N 38°19'38.4" and the longitude of W 82°55'32.3" are accurate to within 10 feet horizontally (NAD83); and that the site elevation of 733.4' is accurate to within 3 feet vertically (NAVD 88). The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD 83) and are expressed as degrees, minutes, and seconds to the nearest tenth of a second. The vertical datum (heights) are in terms of the North American Vertical Datum of 1988 (NAVD 88) and is determined to the nearest tenth of a foot.

**NOTES**

\*Grid coordinates and Elevations shown are from an actual GPS survey performed using Trimble R10 GPS Receivers.

\*The LATITUDE & LONGITUDE were converted from **KENTUCKY GRID COORDINATES** using "Corpscon version 6.1".



*William W. Hartman*  
William W. Hartman, P.S. 1020

Failure To Provide All Requested Information May Delay Processing of Your Notice

**FOR FAA USA ONLY**  
Aeronautical Study Number \_\_\_\_\_

**Notice of Proposed Construction or Alteration**

**1. Sponsor (person, company, etc. proposing this action):**  
 Attn. of: Jennifer Brown  
 Name: Parallel Infrastructure  
 Address: 4601 Touchton Road  
Bldg 300, Suite 3200  
 City: Jacksonville State: FL Zip: 32246  
 Telephone: (904) 450-4833 Fax: \_\_\_\_\_

**2. Sponsor's Representative (if other than #1):**  
 Attn. of: Jesus DeJesus  
 Name: Wireless Applications Corporation  
 Address: 111 108th Ave NE  
Suite 160  
 City: Bellevue State: WA Zip: 98004  
 Telephone: (425) 643-5000 Fax: \_\_\_\_\_

**3. Notice of:**  New Construction  Alteration  Existing

**4. Duration:**  Permanent  Temporary (\_\_\_\_ months, \_\_\_\_ days)

**5. Work Schedule:** Beginning 03/05/2014 End 03/04/2015

**6. Type:**  Antenna Tower  Crane  Building  Power Line  
 Landfill  Water Tank  Other \_\_\_\_\_

**7. Marking/Painting and/or Lighting Preferred:**  
 Red Lights and Paint  Dual - Red and Medium Intensity White  
 White - Medium Intensity  Dual - Red and High Intensity White  
 White - High Intensity  Other \_\_\_\_\_

**8. FCC Antenna Structure Registration Number (if applicable):**  
 \_\_\_\_\_

**9. Latitude:** 38 ° 19 ' 38.40 "

**10. Longitude:** 082 ° 55 ' 32.30 "

**11. Datum:**  NAD 83  NAD 27  Other: 1A Survey

**12. Nearest:** City: Grayson State: KY

**13. Nearest Public-use (not private-use) or Military Airport or Heliport:**  
DWU: ASHLAND RGNL

**14. Distance from #13. to Structure:** 16.232 nm to ARP

**15. Direction from #13. to Structure:** 32.95 degrees

**16. Site Elevation (AMSL):** 733 ft.

**17. Total Structure Height (AGL):** 260 ft.

**18. Overall Height (#16. + #17.) (AMSL):** 993 ft.

**19. Previous FAA Aeronautical Study Number (if applicable):**  
 \_\_\_\_\_ - OE

**20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey.)**  
 Proposed site is located 0.15 mi S of US Highway 60 E, in Carter County, Grayson, Kentucky, 41143.

**21. Complete Description of Proposal:**

Tower location for frequencies outlined in the Frequency/Power section.

Proposed site is a 260 ft AGL tower, including all antennas and lightning rod.

Frequency/Power (KW)	
806-824	0.5
824-849	0.5
851-866	0.5
869-894	0.5
896-901	0.5
901-902	0.007
930-931	3.5
931-932	3.5
932-932.5	0.05
935-940	1.0
940-941	3.5
1850-1910	1.64
1930-1990	1.64
2305-2360	2.0
2345-2360	2.0

Notice is required by 14 Code of Federal Regulations, Part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301 (a).

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date <u>03-04-2014</u>	Typed or Printed Name and Title, of Person Filing Notice <u>Jesus DeJesus</u>	Signature _____
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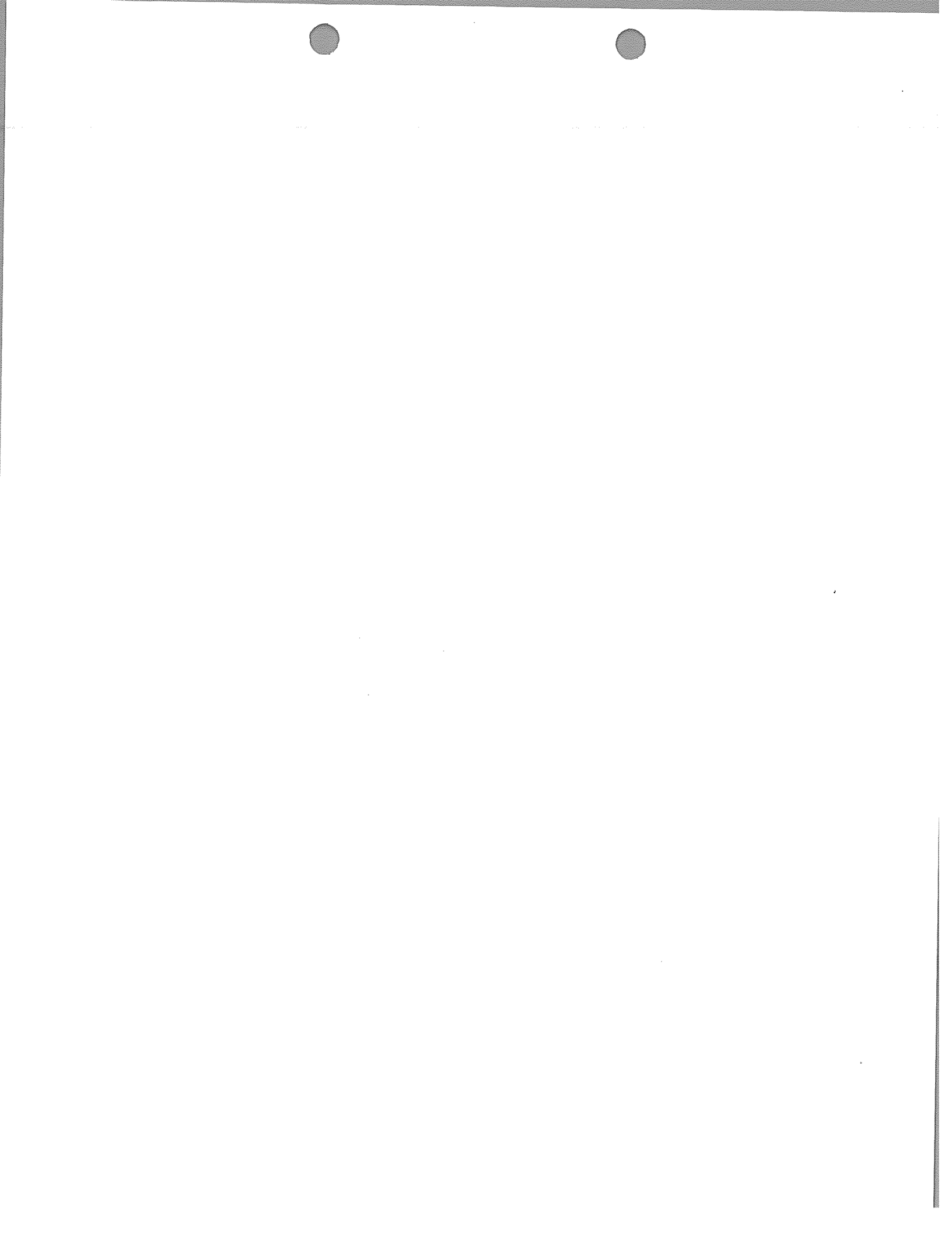


Form 7460-1 for ASN: 2014-ASO-3141-OE

For information only.

This proposal has not yet been studied. Study outcomes will be posted at a later date. Public comments are not requested, and will not be considered at this time.

Overview				
<b>Study (ASN):</b> 2014-ASO-3141-OE	<b>Received Date:</b> 03/05/2014			
<b>Prior Study:</b>	<b>Entered Date:</b> 03/05/2014			
<b>Status:</b> Work In Progress	<b>Map:</b> View Map			
Construction Info				
<b>Notice Of:</b> CONSTR	<b>Structure Summary</b>			
<b>Duration:</b> PERM (Months: 0 Days: 0)	<b>Structure Type:</b> Antenna Tower			
<b>Work Schedule:</b> 03/06/2014 to 03/05/2015	<b>Structure Name:</b> Grayson			
	<b>FCC Number:</b>			
Structure Details				
<b>Latitude (NAD 83):</b> 38° 19' 38.40" N	<b>Height and Elevation</b>			
<b>Longitude (NAD 83):</b> 82° 55' 32.30" W				
<b>Datum:</b> NAD 83	<b>Site Elevation:</b> 733			
<b>City:</b> Grayson	<b>Structure Height:</b> 260			
<b>State:</b> KY	<b>Total Height (AMSL):</b> 993			
<b>Nearest County:</b> Carter				
Frequencies				
Low Freq	High Freq	Unit	ERP	Unit
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W







## KENTUCKY AIRPORT ZONING COMMISSION

STEVEN BESHEAR  
Governor

90 Airport Road, Bldg 400  
Frankfort, KY 40601  
[www.transportation.ky.gov/aviation](http://www.transportation.ky.gov/aviation)  
502 564-4480

### AERONAUTICAL STUDY OF PROPOSED CONSTRUCTION OR ALTERATION

March 19, 2014

Parallel Infrastructure  
Parallel Infrastructure  
4601 Touchton Rd/Suite 3700  
Jacksonville, FL 32246

SUBJECT: AS-022-DWU-2014-022

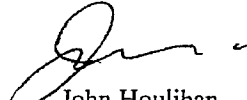
CONSTRUCTION LOCATION Grayson, KY  
LATITUDE/LONGITUDE 38° 19' 38.40" N / 82° 55' 32.30" W  
HEIGHT (In Feet) 260' AGL/993' AMSL  
CONSTRUCTION PROPOSED Antenna Tower

An application has been filed with the Kentucky Airport Zoning Commission for a permit to construct or alter the above described structure. Accordingly, the Kentucky Airport Zoning Commission is conducting an aeronautical study of the proposal to determine its effect upon the safe and efficient use of navigable airspace by aircraft and on the operation of air navigation facilities.

In the study, consideration will be given to all facts relevant to the effect of the structure on the safety of airport users and surface persons and property; the character of the flying operations conducted at the airport; the nature of the terrain; the height of existing structures and trees above the level of the airport, the views of the officials of the Federal Aviation Administration as to the safe approaches required for operation of the airport, the future development of the airport including extension to runways that may be required; the interest of the public in developing a sound public transportation system and the views and opinions of those owning the land in the area.

Interested persons are invited to participate in the aeronautical study by submitting written comments to the Administrator of the Kentucky Airport Zoning Commission. To be eligible for consideration, comments must be relevant to the effect of the proposed construction with the consideration set out above. The comments should provide sufficient details to permit a clear understanding, and be received before Wednesday, April 09, 2014.

The antenna will be located 16.0 nm southwest of Ashland Airport. Preliminary review indicates this structure exceeds no state standards. Obstruction marking/lighting are proposed.

  
John Houlihan  
Administrator



An Equal Opportunity Employer M/F/D

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: REGINALD YOUNGBLOOD  
NEW CINGULAR WIRELESS PCS, LLC  
3300 E. RENNER ROAD, B3132  
RICHARDSON, TX 75082

Call Sign KNLF235	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 07-18-2005	Effective Date 02-13-2014	Expiration Date 06-23-2015	Print Date
Market Number MTA018	Channel Block A	Sub-Market Designator 15	
Market Name Cincinnati-Dayton			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 04/22/2004 and File No. 0001696726.

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 10/29/04 and File No.0001890883.

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLF235

**File Number:**

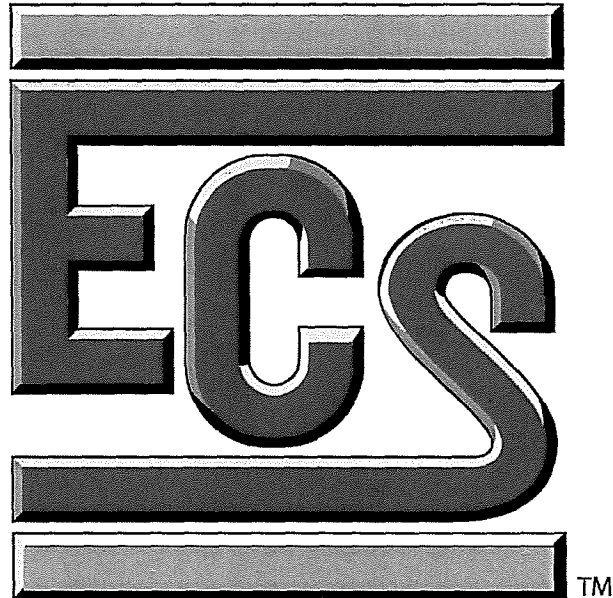
**Print Date:**

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 3/11/2005 and File No. 0001932184

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 03/12/2005 and File No. 0001932236.

Spectrum Leasing Arrangement associated with file number 0001932184 was extended to 04/30/2009. See file number 0002177927.

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).



**REPORT OF  
SUBSURFACE EXPLORATION AND GEOTECHNICAL ANALYSIS  
GRAYSON TOWER  
GRAYSON, KENTUCKY**

**ECS PROJECT NO. 12:7537**

**FOR:**

**BC ARCHITECTS ENGINEERS  
5661 COLUMBIA PIKE, SUITE 200  
FALLS CHURCH, VIRGINIA 22041**

**ATTN: MR. BRIAN QUINN**

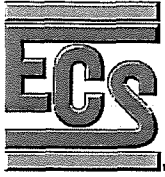
**MARCH 26, 2014**

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ECS Project No. 12:7537

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March 26, 2014

Mr. Brian Quinn, AIA  
BC Architects Engineers, PLC  
5661 Columbia Pike, Suite 200  
Falls Church, Virginia 22041

ECS Project No. 12:7537

Reference: Report of Subsurface Exploration and Geotechnical Analysis  
Grayson Tower  
Site No. KY00017  
Carter County, Kentucky

Dear Mr. Quinn:

ECS Mid-Atlantic, LLC (ECS) is pleased to submit this Report of Subsurface Exploration and Geotechnical Analysis for the above-referenced project. Our services have been provided in accordance with our proposal No. 11102-P dated March 5, 2014 and your verbal authorization to proceed. This report includes the results of the soil test boring and geotechnical recommendations for this project.

### **SCOPE OF SERVICES**

The conclusions and recommendations contained in this report are based upon the results of our field exploration. Our exploration consisted of a site visit by a geotechnical engineer and one soil test borings drilled to a depth of 26 feet below the existing ground surface. The boring was not staked or located in the field by ECS personnel. The drilling subcontractor located the boring based on existing features, and a site plan provided by BC Architects. The boring location is shown on the diagram provided in the Appendix of this report.

The recommendations contained herein were developed from our interpretation of the subsurface data obtained from the soil test boring. The boring indicates subsurface conditions at a specific location at the time of the exploration. If, during the course of construction, variations appear evident, the geotechnical engineer should be informed so that the conditions can be addressed.

Design recommendations were developed based on design criteria considered typical for this type of structure and the specific information provided. Should structural loading characteristics differ from those discussed herein, ECS should be contacted for review of these conditions and possible revisions to the recommendations of this report.

## **PROJECT CHARACTERISTICS**

Project information has been provided by Mr. Brian Quinn, of BC Architects Engineers, PLC which included site details, coordinates, and requirements of the project. Email correspondence also included Construction Drawings, prepared by BC Architects Engineers, dated February 11, 2014, which depicts the proposed communication tower's location in reference to existing site features and grades.

Based on the information provided, we understand that the project will consist of the construction of a new, self supported communication tower with a proposed height of 250 feet. The subject site is located in a grassy area located just north of the residence at 127 Beverly Hills Drive, in Grayson, Kentucky. At this time, we have not been provided with detailed design parameters. However, we anticipate that design will be controlled by uplift for individual drilled shafts, or overturning for a shallow mat foundation.

## **EXPLORATION PROCEDURES**

### **Subsurface Exploration Procedures**

In order to characterize the general subsurface conditions within the anticipated communication tower footprint, one soil test boring (B-1), was performed at the approximated center of the proposed tower. The boring was performed with truck mounted drilling equipment utilizing continuous-flight, hollow stem augers (HSA) to advance the boring to an approximate depth of between 26 feet below existing grade. Drilling fluid was not used in this process.

Representative soil samples were obtained by means of the split-barrel sampling procedure in accordance with ASTM Specification D-1586. In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler through a 12-inch interval is termed the Standard Penetration Test (SPT) N-value and is indicated for each sample on the boring log. This value can be used as a qualitative indication of the in-place relative density of cohesionless soils. In a less reliable way, it also indicates the consistency of cohesive soils. This indication is qualitative, since many factors can significantly affect the Standard Penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod sampler assemblies. Samples were obtained at 2.5-foot intervals in the upper 10 feet of the boring, and at 5-foot intervals thereafter.

After recovery, representative portions of each soil sample were removed from the sampler and sealed in glass jars. The samples were taken to our laboratory in Roanoke, Virginia for visual classification.

### **Visual Classification**

An experienced engineer visually classified each soil sample on the basis of texture and plasticity (ASTM D-2488) and identified each soil sample using the classification group symbols and names as prescribed in the Unified Soil Classification System (USCS) (ASTM D-2487). The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring log. A brief explanation of the USCS is included with this report. The geologist grouped the various soil types into the major strata noted on the boring log. The stratification lines designating the interfaces between earth materials on the boring log are approximate; in-situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

## **SITE AND SUBSURFACE CONDITIONS**

### **Site Conditions**

The subject site is located in a cleared field on the south side of the property at 137 Beverly Hills Drive, in Grayson, Kentucky. The leased property slopes gently upward from northeast to southwest and is bordered by tree lines along the east, north and west. The property is an open field to the south. The boring was performed at approximate elevation 733 feet.

### **Site Geology**

The project site is located in Carter County, which lies entirely within the alluvial deposits from the Ohio River. Stratigraphy of the region includes sand and primary rock of the Pleistocene and Holocene Age. The virgin soils encountered in this area are the alluvial clays, sands and silts deposited from the Ohio River and tributaries. The typical soil profile consists of clayey soils near the surface, underlain by silty sands that generally become harder with depth to the top of parent bedrock.

The boundary between soil and rock is not sharply defined. A transitional zone termed "weathered rock" is normally found overlying the parent bedrock. Weathered rock is defined, for engineering purposes, as residual material with Standard Penetration resistance on the order of 100 blows per foot. Because weathering is facilitated by fractures, joints, and the presence of less resistant rock types, the profile of the partially weathered rock and hard rock is typically irregular and erratic, even over short distances. Also, it is not unusual to find lenses and boulders of hard rock in zones of weathered rock within the soil mantel, well above the general bedrock level.



### **Soil Conditions**

The boring was located within the leased area at the approximate center of the tower. Topsoil was measured at a depth 2 inches in thickness. Depth of topsoil may vary in unexplored areas.

Below the surficial materials, the subsurface conditions consisted of alluvial, moist, gray, lean CLAY (CL), with sand to a depth of 2.5 feet below the ground surface. SPT N-values in this layer were recorded as 8 bpf. Partially weathered rock was encountered below the fine grained soils to auger refusal depths.

Hard rock, which is defined by the depth of auger refusal, was encountered in the boring at approximately 26 feet below the ground surface, corresponding to an elevation of 707 feet. There is the potential that natural hard rock ledges, pinnacles, or boulders could also be encountered at shallow depths in unexplored areas, which could require blasting or use of a pneumatic hoe ram for removal.

Boring logs describing the soil conditions encountered in the soil borings are included in the Appendix of this report.

### **Groundwater Observations**

Groundwater observations were made during soil sampling and upon completion of the drilling operations at the boring location. In auger drilling operations, water is not introduced into the borehole, and the groundwater position can often be determined by observing water flowing into or out of the borehole. Furthermore, visual observations of the soil samples retrieved during the auger drilling exploration can often be used in evaluating the groundwater conditions.

Generally, the soil samples were moist and groundwater was apparent at about 23 feet below the ground surface at the completion of drilling. However, perched or static groundwater could be encountered at the interface between higher and lower permeability soils, such as the residuum/weathered or hard rock zone in unexplored site areas.

## **ANALYSIS AND RECOMMENDATIONS**

### **Mat Foundation**

Our findings indicate that a mat foundation bearing on dense native soils should be considered to support the tower. Based on the general subsurface conditions indicated by the boring and the project characteristics, the actual uplift forces, the horizontal force and overturning moment will govern the design (depth and size) of the foundation.

A mat foundation bearing in undisturbed residual soils can be designed for a maximum net allowable soil bearing pressure of 6,000 psf, assuming a factor of safety of 3. The net allowable soil bearing pressure refers to that pressure which may be transmitted to the foundation bearing soils in excess of the final minimum surrounding overburden pressure. The mat foundation may be designed using a modulus of subgrade reaction of 300 pounds per cubic inch (pci).

Resistance to lateral loads can be provided by friction between the bottom of the mat foundation and the underlying soils and by passive resistance of soil adjacent to the mat foundation. The passive resistance should only be used in situations where the soil adjacent to the mat will not be eroded or otherwise removed in the future. A coefficient of friction of 0.45 may be used for concrete bearing on approved soils. An ultimate equivalent fluid pressure of 60 psf per foot may be used to calculate passive earth pressures. These values are not factored and the foundation designer should apply the appropriate factor of safety.

Uplift loads can be resisted by the weight of the foundation concrete and the weight of the soil backfill over the foundations. The unit weight of soil can be assumed to be 120 pcf. This unit weight assumes that the soil is compacted to at least 95 percent of its standard Proctor maximum dry density.

### **Mat Foundation Installation Considerations**

The strength properties of the soil that may form the foundation bearing grade will change if exposed to wetting, drying, or freezing. Precipitation and seepage that enters excavations should be promptly removed. Concrete should be placed neat to the excavation sidewalls and preferably on the same day the foundation excavation is completed. If the excavation will be left open overnight, it should be protected against softening by placing a minimum 2-inch thick layer of lean concrete on the bearing grade once a satisfactory bearing condition is achieved.

The final mat foundation bearing elevation should be evaluated by ECS personnel to verify that the bearing soils are capable of supporting the recommended net allowable bearing pressure and suitable for foundation construction. These evaluations should include visual observations, hand rod probing, and dynamic cone penetrometer testing (ASTM STP-399). Any unsuitable soil should be removed from beneath the planned mat foundations. All loosened soil should be hand trimmed and removed prior to concrete placement. Undercut excavations beneath a mat foundation should be backfilled with lean concrete. Backfilling with washed stone is not recommended due to its tendency to collect water.

The sidewalls of the excavations deeper than 4 feet should be stepped back with benches and slopes in accordance with the OSHA Excavation Standard. The soils classify as Type B according to the OSHA trenching and excavation guidelines. Excavation sidewalls that cannot be properly stepped back should be braced against collapse. The design of the bracing system should include lateral earth pressures, hydrostatic pressures, and temporary surcharge loads from construction traffic and materials stockpiled next to the excavation. The design and construction of all excavation bracing is typically the responsibility of the specialty subcontractor selected to install the system.

### **Equipment Shelters Foundations**

Based upon our findings, the equipment shelters may be supported by turned-down monolithic slabs-on-grade with foundation elements bearing either on the undisturbed residual soils or on properly compacted engineered fill. These foundations should be designed for a maximum net allowable soil bearing pressure of 2500 pounds per square foot (psf).

Shallow foundations should be designed to bear at least 24 inches below the final exterior grades. Slabs-on-grades may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci). A layer (minimum of 4 inches thick) of free draining gravel (such as KDOT No. 57 Stone) may be used to underlie the slabs, and will serve as a leveling pad and provide a capillary break. All slab and foundation subgrades should be evaluated immediately prior to concrete placement by a geotechnical engineer or his representative to verify that the exposed subgrades are capable of satisfactorily supporting the design loads.

### **Seismic Considerations**

The 2009 Edition of the International Building Code (IBC) requires that a Seismic Site Class be assigned for new structures. The seismic Site Class may be determined by calculating a weighted average of the N-values of subsurface materials to a depth of 100 feet. For the determination, the N-values recorded in the borings are used for overburden soil, and then, typically, all materials below the depth that WR or hard rock is encountered (to a depth of 100 feet) are assigned an N-value of 100.

For this report, the Site Class was estimated using the N-value method. Rock was encountered in the borings at an average depth of 18 feet below existing grade. Based on this data, data obtained within the overburden soils, and our experience in the area, we have estimated an average depth to rock of approximately 30 feet across the subject construction site. With this information, a weighted average N-value in excess of 50 bpf was calculated, indicating a Site Class C.

Although the N-value method can be relatively conservative, we do not anticipate the Site Class could be improved through the use of alternate methods on this site due to the conditions encountered in the borings.

### **Subgrade Preparation and Earthwork Operations**

The near-surface clays at the site are moisture-sensitive; accordingly they will be difficult to adequately compact and will be subject to excessive deflection under wheel loads when they are wet. In order to reduce the potential for moisture-related soil problems, we recommend that site grading operations be performed during the typically drier months of the year (May through October). If this is not possible, undercutting of these soils could be required to achieve stable subgrade conditions.

Prior to proceeding with the construction of the equipment shelters, all topsoil and rootmat should be stripped from the proposed construction limits. Stripping should be accomplished a minimum distance of 5 feet outside of the construction limits.

After stripping to the desired grade and prior to fill placement or foundation construction, the stripped surface should be observed by an experienced geotechnical engineer or his authorized representative. Proofrolling using a 7-ton drum roller or a loaded, tandem-axle dump truck having an axle weight of at least 7 tons should be used at this time to aid in identifying localized soft or unsuitable material. Any soft or unsuitable materials encountered during this proofrolling

should be removed and replaced with engineered fill. The excavation and backfilling should be observed by a representative of the geotechnical engineer so that excessive or inadequate removal of material can be avoided.

Following stripping, proofrolling, and subgrade preparation procedures, engineered fill can be placed. Fill used to support shallow foundations should be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within +/- 3% of the optimum moisture content, and compacted to at least 95% of the maximum dry density obtained in accordance with ASTM Specification D-698, Standard Proctor Method.

Field density testing of subgrades and each lift of fill should be performed at a rate of no less than one test per 2,500 square feet in the foundation area.

The following fill types are recommended for use on this project:

**Engineered Fill:** All on-site soils which are free of organics and other deleterious, non-soil materials. If off-site borrow is required, imported material should classify as CL, ML, SM, SC, SP, or better. Suitable imported material should have a maximum Liquid Limit of 50 and maximum Plasticity Index of 25. Maximum aggregate size for all materials should be limited to 4 inches. It is noted that some of the unexplored on-site soils may be above optimum moisture, with some materials requiring significant drying to facilitate compaction.

**Porous Fill:** Clean crushed gravel (KDOT No. 57 Stone) with a maximum aggregate size of 1.5 inches placed in a minimum 4-inch-thick layer or Aggregate Base Material placed and compacted in a minimum 6-inch-thick layer.

**Aggregate Base:** KDOT Dense Graded Aggregate.

### **Construction Considerations**

Exposure to the environment may weaken the soils at the foundation bearing level if the excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are made. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete. If the excavation must remain open overnight, or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 1- to 3-inch-thick "mud mat" or "lean" concrete be placed on the bearing soils before the placement of reinforcing steel.

In a dry and undisturbed state, the subgrade soils at the site will provide moderate subgrade support for fill placement and construction operations. However, when wet, these soils will degrade quickly with disturbance from contractor operations. Therefore, good site drainage

should be maintained during earthwork operations so as to help maintain the stability of the soils. It should be incumbent on the contractor to protect all subgrades from damage due to construction, or to repair all damaged subgrades.

It is considered essential that any existing fills be evaluated at the time of construction to assure they are suitable. Where observed to be unstable, they should be undercut from below the foundation area at the direction of the geotechnical engineer.

### Qualifications of Report

The purpose of this report is to provide information regarding the subsurface conditions at the above-referenced site. It should be used to aid in the evaluation of the overall suitability of the site for the proposed construction.

The information obtained during our exploration is site-specific and is not valid for other sites or types of structures. In addition, the boring was performed at, or near, what we understand to be the proposed tower foundation area. If the tower location changes from that depicted herein, ECS should be contacted to determine if additional field exploration is necessary prior to finalization of the foundation design.

### CLOSING

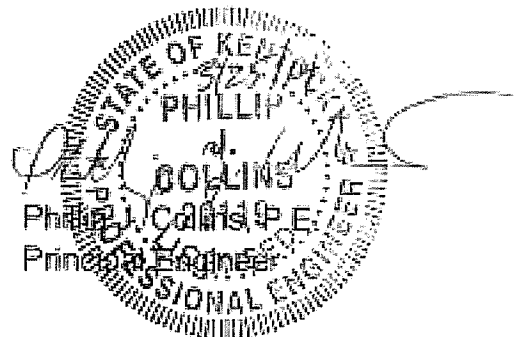
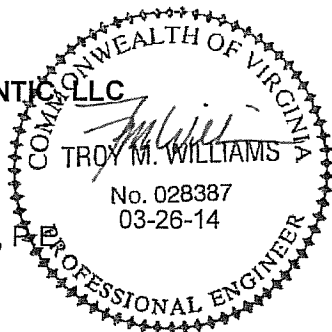
The recommendations contained herein were developed from the data obtained in the soil test boring, which indicates subsurface conditions at a specific location at the time of exploration. Soil conditions may vary across the proposed construction limits from those encountered in the boring. If, during the course of construction, variations appear evident, the geotechnical engineer should be informed so that the conditions can be addressed. Design recommendations were developed based on the information provided and on construction design criteria considered typical for this type of structure. Should structural loading characteristics differ from those discussed herein, ECS should be contacted for review of these conditions and possible revisions to the recommendations of this report.

We have appreciated the opportunity to be of service to you. If you have any questions with regard to the information and recommendations contained in this report, or if we can be of further assistance to you during construction, please do not hesitate to contact us.

Respectfully,

ECS MID-ATLANTIC, LLC

Troy M. Williams, P.E.  
Project Engineer



## **APPENDIX**

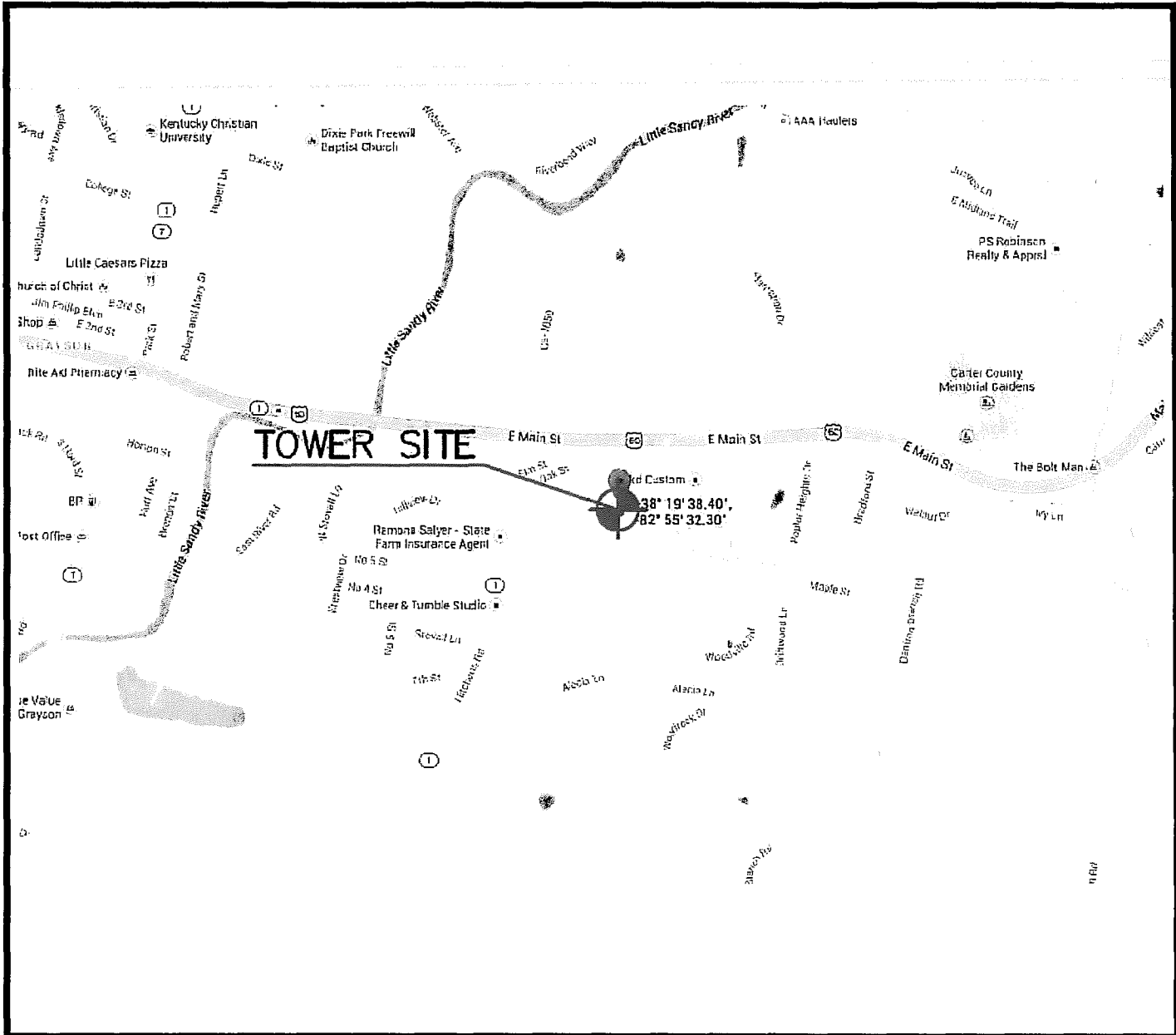
Site Location Map (Figure 1)

Boring Location Diagram (Figure 2)

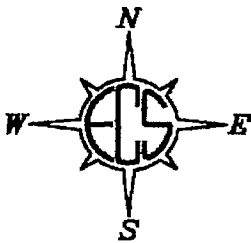
Unified Soil Classification System (USCS)

Reference Notes for Boring Logs

Boring Log B-1



**LEGEND**



- Approximate Site Location

SCALE (IN FEET)

NOT TO SCALE

SOURCE:

BC ARCHITECTS ENGINEERS

DATED:

02/11/2014

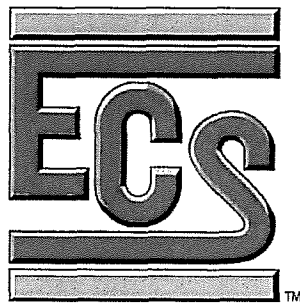
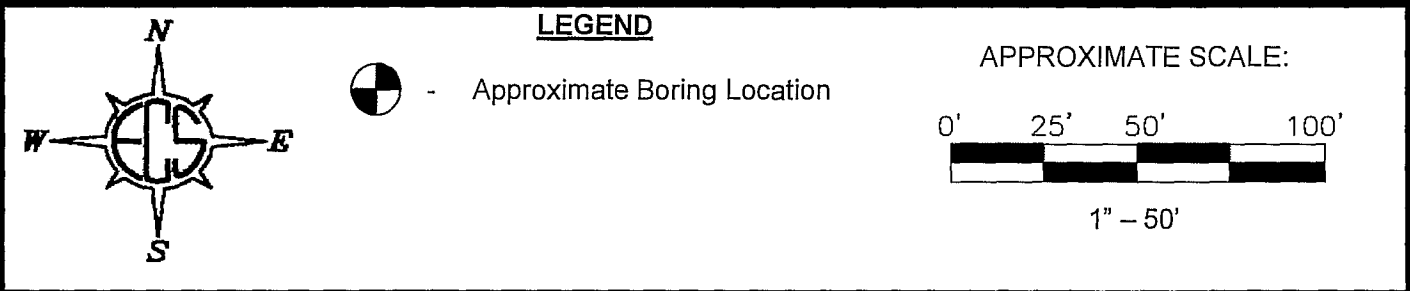
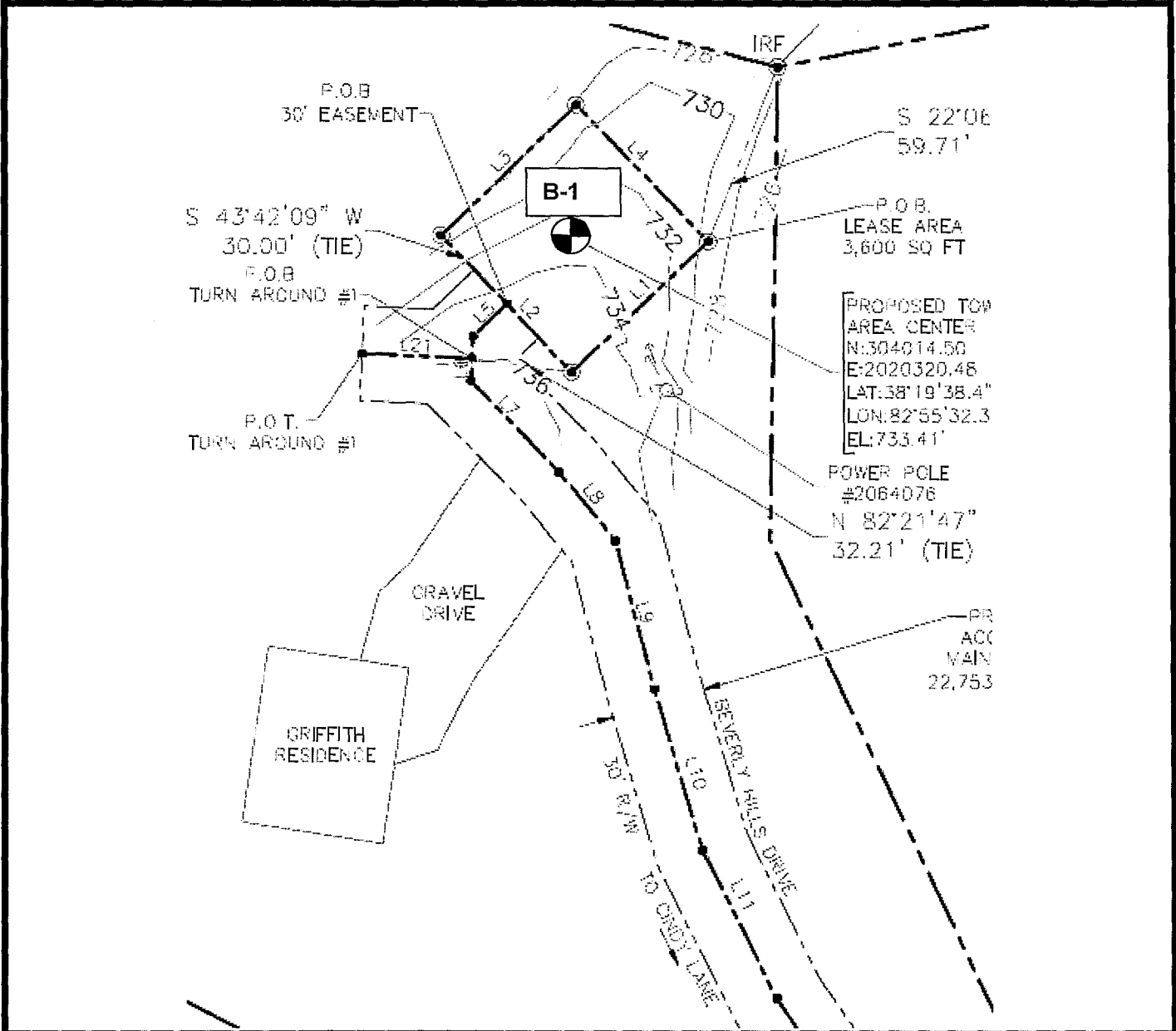


FIGURE 1

SITE LOCATION MAP  
 GRAYSON TOWER KY00017  
 127 BEVERLY HILLS DRIVE  
 GRAYSON, KENTUCKY

ECS PROJECT NO. 12:7537



SOURCE:  
 BC ARCHITECTS ENGINEERS  
 DATED:  
 02/11/2014

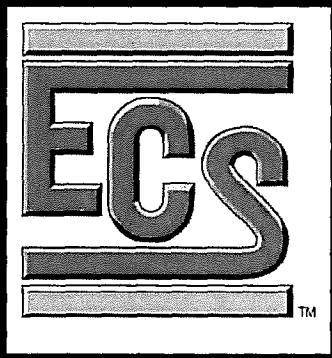


FIGURE 2  
 BORING LOCATION DIAGRAM  
 GRAYSON TOWER KY00017  
 127 BEVERLY HILLS DRIVE  
 GRAYSON, KENTUCKY  
 ECS PROJECT NO. 12:7537



# UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487)

Major Divisions		Group Symbols	Typical Names	Laboratory Classification Criteria				
Coarse-grained soils (More than half of material is larger than No. 200 Sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: GW, GP, SW, SP Less than 5 percent GM, GC, SM, SC More than 12 percent 5 to 12 percent Borderline cases requiring dual symbols <sup>b</sup>	$C_u = D_{60}/D_{10}$ greater than 4 $C_c = (D_{30})^2 / (D_{10} \times D_{60})$ between 1 and 3		
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW		
		Gravels with fines (Appreciable amount of fines)	GM <sup>a</sup>	d		Silty gravels, gravel-sand mixtures	Atterberg limits below "A" line or P.I. less than 4	Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
				u				
		GC	Clayey gravels, gravel-sand-clay mixtures	Atterberg limits below "A" line or P.I. less than 7				
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = D_{60}/D_{10}$ greater than 6 $C_c = (D_{30})^2 / (D_{10} \times D_{60})$ between 1 and 3			
			SP	Poorly graded sands, gravelly sands, little or no fines	Not meeting all gradation requirements for SW			
		Sands with fines (Appreciable amount of fines)	SM <sup>a</sup>	d	Silty sands, sand-silt mixtures	Atterberg limits above "A" line or P.I. less than 4	Limits plotting in CL-ML zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols	
				u				
		SC	Clayey sands, sand-clay mixtures	Atterberg limits above "A" line with P.I. greater than 7				
Fine-grained soils (More than half material is smaller than No. 200 Sieve)	Silts and clays (Liquid limit less than 50)	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity	<div style="text-align: center;"> <b>Plasticity Chart</b> </div>				
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays					
		OL	Organic silts and organic silty clays of low plasticity					
	Silts and clays (Liquid limit greater than 50)	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts					
		CH	Inorganic clays of high plasticity, fat clays					
		OH	Organic clays of medium to high plasticity, organic silts					
	Pt	Peat and other highly organic soils						

<sup>a</sup> Division of GM and SM groups into subdivisions of d and u are for roads and airfields only. Subdivision is based on Atterberg limits; suffix d used when L.L. is 28 or less and the P.I. is 6 or less; the suffix u used when L.L. is greater than 28.

<sup>b</sup> Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example: GW-GC, well-graded gravel-sand mixture with clay binder. (From Table 2.16 - Winterkorn and Fang, 1975)

## REFERENCE NOTES FOR BORING LOGS

### I. Drilling Sampling Symbols

SS	Split Spoon Sampler	ST	Shelby Tube Sampler
RC	Rock Core, NX, BX, AX	PM	Pressuremeter
DC	Dutch Cone Penetrometer	RD	Rock Bit Drilling
BS	Bulk Sample of Cuttings	PA	Power Auger (no sample)
HSA	Hollow Stem Auger	WS	Wash sample
REC	Rock Sample Recovery %	RQD	Rock Quality Designation %

### II. Correlation of Penetration Resistances to Soil Properties

Standard Penetration (blows/ft) refers to the blows per foot of a 140 lb. hammer falling 30 inches on a 2-inch OD split-spoon sampler, as specified in ASTM D 1586. The blow count is commonly referred to as the N-value.

#### A. Non-Cohesive Soils (Silt, Sand, Gravel and Combinations)

<i>Density</i>		<i>Relative Properties</i>	
Under 4 blows/ft	Very Loose	Adjective Form	12% to 49%
5 to 10 blows/ft	Loose	With	5% to 12%
11 to 30 blows/ft	Medium Dense		
31 to 50 blows/ft	Dense		
Over 51 blows/ft	Very Dense		

<i>Particle Size Identification</i>		
Boulders		8 inches or larger
Cobbles		3 to 8 inches
Gravel	Coarse	1 to 3 inches
	Medium	½ to 1 inch
	Fine	¼ to ½ inch
Sand	Coarse	2.00 mm to ¼ inch (dia. of lead pencil)
	Medium	0.42 to 2.00 mm (dia. of broom straw)
	Fine	0.074 to 0.42 mm (dia. of human hair)
Silt and Clay		0.0 to 0.074 mm (particles cannot be seen)

#### B. Cohesive Soils (Clay, Silt, and Combinations)

<i>Blows/ft</i>	<i>Consistency</i>	<i>Unconfined Comp. Strength Q<sub>p</sub> (tsf)</i>	<i>Degree of Plasticity</i>	<i>Plasticity Index</i>
Under 2	Very Soft	Under 0.25	None to slight	0 – 4
3 to 4	Soft	0.25-0.49	Slight	5 – 7
5 to 8	Medium Stiff	0.50-0.99	Medium	8 – 22
9 to 15	Stiff	1.00-1.99	High to Very High	Over 22
16 to 30	Very Stiff	2.00-3.00		
31 to 50	Hard	4.00–8.00		
Over 51	Very Hard	Over 8.00		

### III. Water Level Measurement Symbols

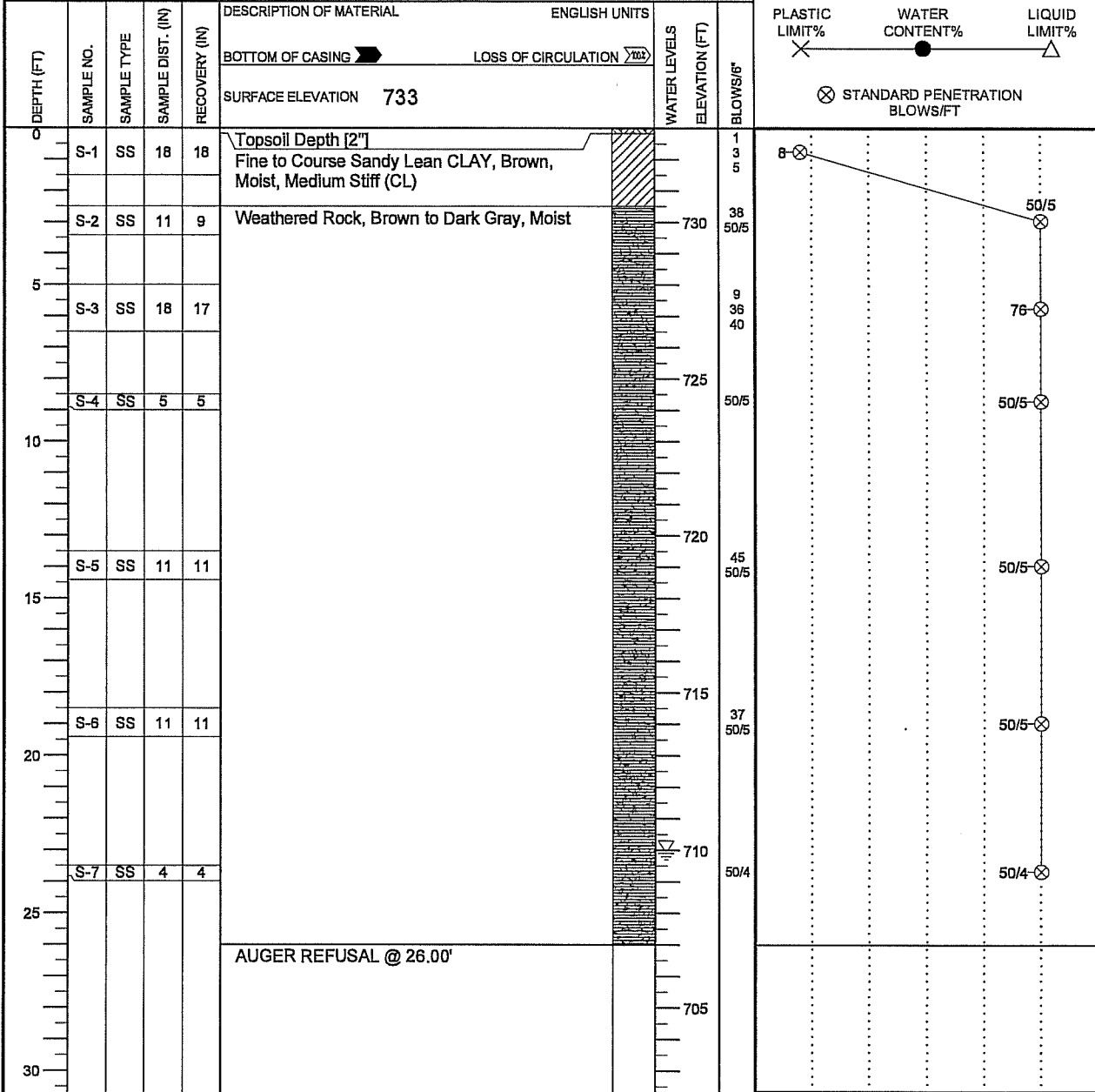
WL	Water Level	BCR	Before Casing Removal	DCI	Dry Cave-In
WS	While Sampling	ACR	After Casing Removal	WCI	Wet Cave-In
WD	While Drilling	▽	Est. Groundwater Level	▽	Est. Seasonal High GWT

The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in a granular soil. In clay and plastic silts, the accurate determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally applied.

CLIENT <b>BC Architects Engineers, PLC</b>	JOB # <b>7537</b>	BORING # <b>B-1</b>	SHEET <b>1 OF 1</b>	
PROJECT NAME <b>Grayson Tower KY00017</b>	ARCHITECT-ENGINEER			

SITE LOCATION  
**127 Beverly Hills Drive, Grayson,**

NORTHING	EASTING	STATION
----------	---------	---------



○ CALIBRATED PENETROMETER TONS/FT<sup>2</sup>

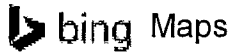
ROCK QUALITY DESIGNATION & RECOVERY  
RQD% - - - REC% - - -

PLASTIC LIMIT%      WATER CONTENT%      LIQUID LIMIT%

⊗ STANDARD PENETRATION BLOWS/FT

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL.

WL 23.00	WS <input type="checkbox"/>	WD <input type="checkbox"/>	BORING STARTED	03/15/14	
WL(BCR)	WL(ACR)		BORING COMPLETED	03/15/14	CAVE IN DEPTH @ 20.00'
WL			RIG	CME-55	FOREMAN R. Clough
					DRILLING METHOD HSA



**A** 300 W Main St Ste 227, Grayson, KY  
Carter County Judge Executive (606) 474-5366

**B** 122 Beverly Hills Dr, Grayson, KY 41143

My Notes

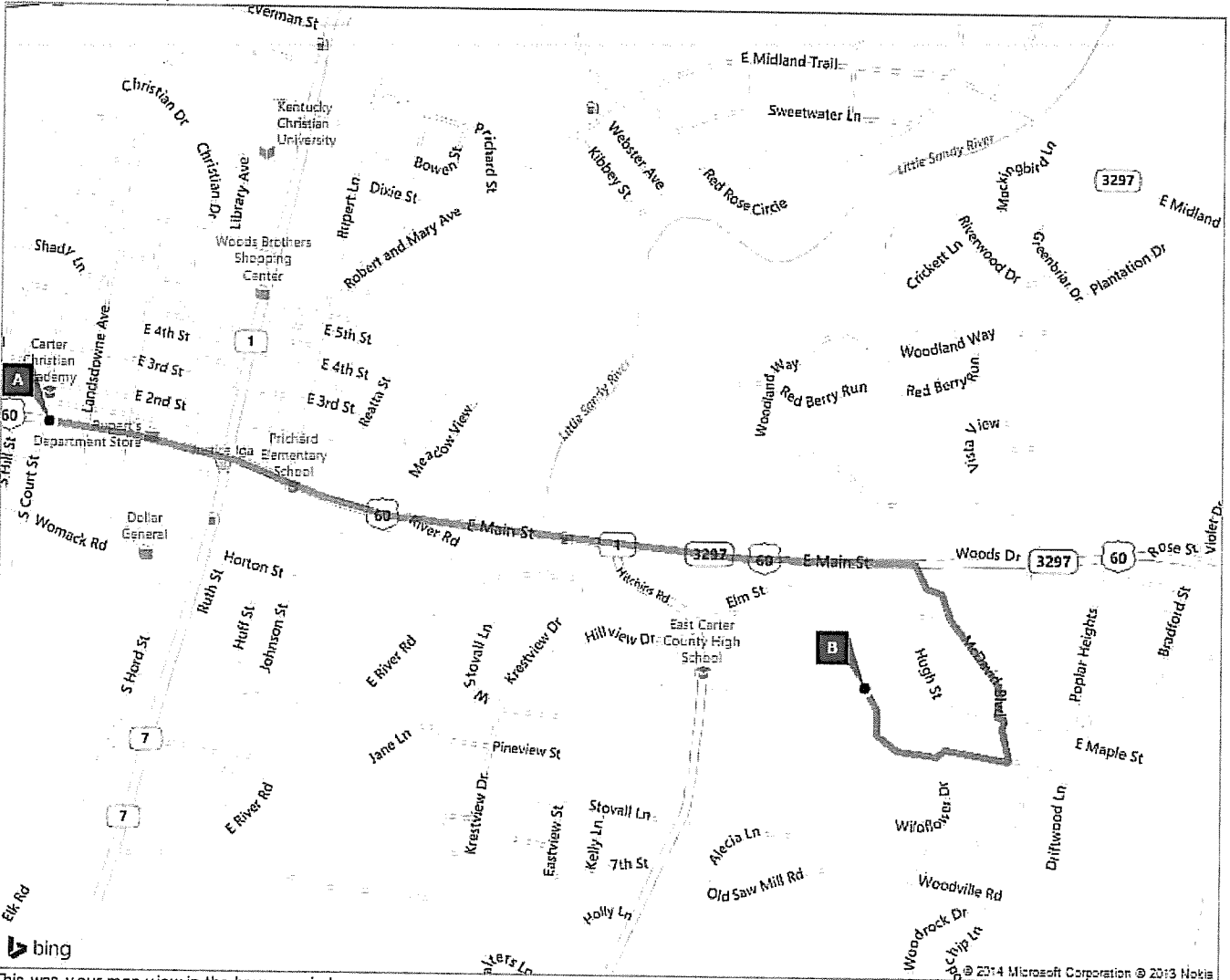
On the go? Use **m.bing.com** to find maps, directions, businesses, and more

Route: 2.3 mi, 6 min

<b>A</b>	300 W Main St Ste 227, Grayson, KY	<b>A-B: 2.3 mi</b> 6 min
	1. Depart <b>US-60 / W Main St</b> toward Landsdowne Ave	1.5 mi
	2. Turn <b>right</b> onto <b>McDavid Blvd</b>	0.3 mi
	3. Turn <b>right</b> onto <b>Blake St</b>	384 ft
	4. Turn <b>right</b> onto <b>Woodcrest Rd</b>	0.1 mi
	5. Turn <b>right</b> onto <b>Cindy Ln</b>	0.1 mi
	6. Bear <b>right</b> onto <b>Beverly Hills Dr</b>	446 ft
<b>B</b>	7. Arrive at <b>122 Beverly Hills Dr, Grayson, KY 41143</b> <i>The last intersection is Cindy Ln</i>	

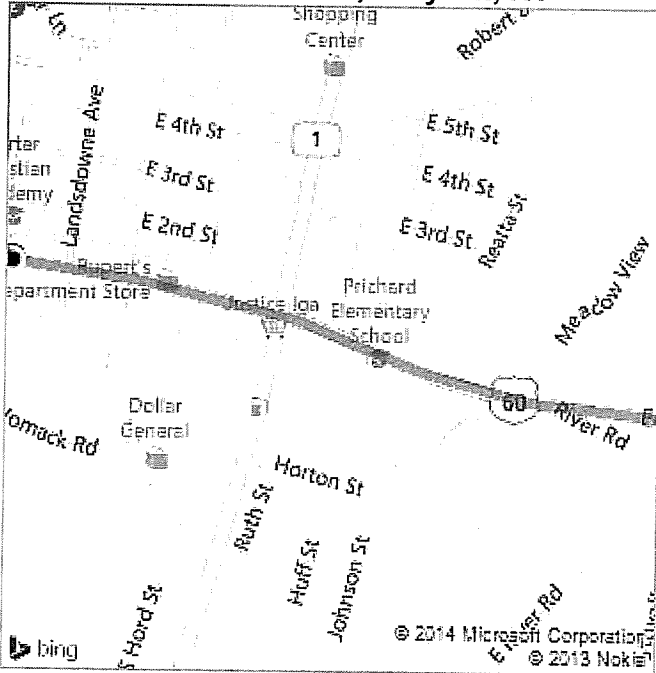
These directions are subject to the Microsoft® Service Agreement and for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2014 NAVTEQ™.

Route: 2.3 mi, 6 min

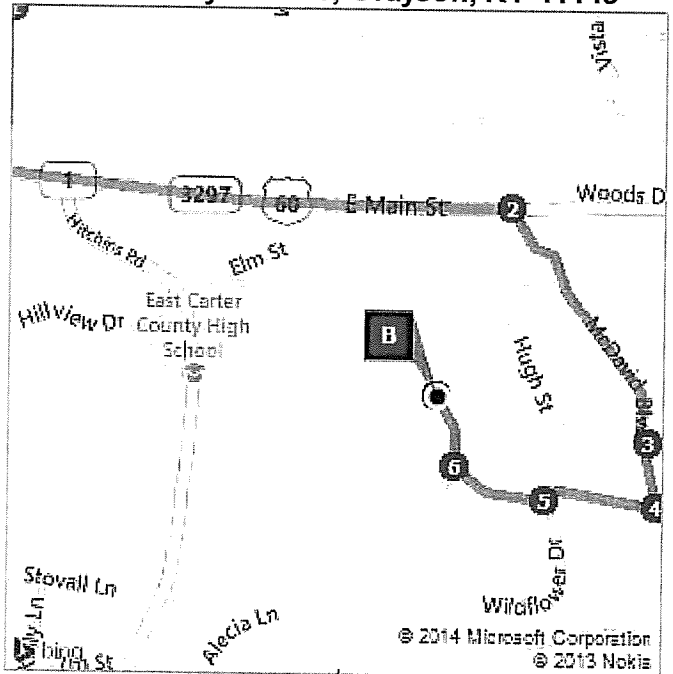


This was your map view in the browser window.

A: 300 W Main St Ste 227, Grayson, KY



B: 122 Beverly Hills Dr, Grayson, KY 41143



Site Name: GRAYSON

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT is made this 19<sup>th</sup> day of December, 2013, by and between **JAMES R. GRIFFITH AND BEVERLY G. GRIFFITH, HIS WIFE**, (“Optionor”), and **PARALLEL INFRASTRUCTURE LLC**, a Delaware limited liability company (“Optionee”).

### I. OPTION TO LEASE

1. **Grant of Option.** For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease (“Option”) a certain parcel of real property, located at 127 BEVERLY HILLS DR., GRAYSON, KY 41143, (“Site”) more particularly described on **Exhibit “A”**, and survey or site plan shown on **Exhibit “A-1”**, attached hereto (“Leased Premises”), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities, including, without limitation a landscape buffer, or “Fall Zone” (if applicable), for the duration of the lease on the property which is more particularly described on **Exhibit “B”** attached hereto (“Easement(s)"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein. Optionor agrees and acknowledges the Optionee may, at Optionee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s).

2. **Option Initial Term.** The initial term of this Option shall be for **twelve (12) months** from the date this of this Agreement as first written above (“Option Initial Term”).

3. **Consideration for Option.** Consideration for the Initial Term of the Option granted hereunder shall be (“Option Consideration”).

4. **Extension of Option.** This Option can be extended at the discretion of Optionee for two (2) additional period(s) of twelve (12) months each (“Option Renewal Term(s)”) by Optionee paying to Optionor the additional consideration of \_\_\_\_\_ prior to the expiration of the then-existing term of this Option.

5. **Optionor’s Representations and Warranties.** As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that:

(a) Optionor has good and marketable title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances, other than those liens and encumbrances shown on **Exhibit “C”** attached hereto;

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

(c) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises and the Easement(s); and

(d) The Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement(s) until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. **Liquidated Damages.** In the event of a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

7. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement(s) at any time after the date of this Option to perform, or cause to be performed site inspections, which shall include but not be limited to, test borings of the soil, environmental audits, engineering studies, temporary wireless trans-receiving and testing and other tests necessary to evaluate and confirm the potential of the Optionor's Leased Premises for use as a communications facilities site, to show the Leased Premises to prospective subtenants, licensees and regulatory authorities, and to conduct a survey of the Leased Premises and the Easement(s). Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises and the Easement(s) if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement(s) in conducting these activities. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice. Optionor shall remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to mortgage the leasehold interest. In the event Optionor shall fail to cure any such defects, Optionee, at its election, may declare this Option to be void and of no further effect in which there shall be no further liability on the part of Optionee to Optionor.

8. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement(s) and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governments authorities which applications relate to Optionee's intended use of the Leased Premises including but not limited to land use and zoning applications. The parties agree that a memorandum of option and ground lease agreement in the form attached hereto as **Exhibit "D"** evidencing this Option and other matters shall be executed and recorded.

## II. GROUND LEASE AGREEMENT

9. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this ground lease agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The date of the written notice to exercise the Option make the Lease effective between Lessor and Lessee and the commencement date of the term of the Lease shall be the date the Lessee completes the construction of the Tower Facilities (as hereinafter defined) and obtains a certificate of completion from the appropriate governmental authority (the "Commencement Date"). Upon exercise of the Option and commencement of the Lease, the Lessee will be entitled to a credit toward Rent due under the Lease equal to the Option Consideration paid for the Initial Term of the Option and any Option Renewal Term(s) exercised.

10. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

11. **Initial Term.** The term of this Lease shall be **five (5) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit "E"**, evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms.** Lessee shall have the right to extend this Lease for **nine (9) additional five (5) year terms** ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor an annual rental amount of \_\_\_\_\_ to be paid in equal monthly installments of \_\_\_\_\_ ("Rent"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of Termination Date for that period, after the Termination Date shall be refunded to Lessee.

The Rent shall increase by **10%** on each Renewal Term.



14. **Lessor's Representation and Warranties.** Lessor represents and warrants that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities, including placement of outdoor advertising display(s) on the towers ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation or outdoor advertisement display(s) of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements; Utilities, Access and Other Easements.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, related facilities, and outdoor advertising display(s) on the tower (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the term or within ninety (90) days following the expiration or earlier termination of the term of the Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment, outdoor advertisement display(s) or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. The Lessor agrees that any property of the Lessee that remains on the Leased Premises after ninety (90) days following the expiration or earlier termination of this Lease shall be deemed abandoned by the Lessee and shall be thereafter owned by the Lessor without further consent of the Lessee.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or

under) the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement(s) shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open condition so that no interference is caused by Lessor, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

(d) If governmental authorities require a Fall Zone easement, it is understood that the Lessee will not construct any improvements outside the boundaries of the 60 feet by 60 feet tower compound shown on Exhibit "A", which area is referred to as the "Fall Zone Area". The Lessor may enter upon the Fall Zone Area during the term of the Lease and utilize the same for such purposes as will not interfere with the Lessee's operation of its Tower Facilities or violate any permit granted to the Lessee to operate its Tower Facilities. Notwithstanding this right, and without limiting Lessee's obligation to construct the tower in accordance with applicable building codes and standards, the Lessee's tower may fall within the Fall Zone Area without incurring any liability to the Lessor for personal injury, wrongful death and property damage. The Lessee will be liable for any damages arising from its and its agents' and contractors' use of the Fall Zone Area and will hold the Lessor harmless therefrom. Likewise, the Lessor will be liable for any damages arising from its and its agents' and contractors' use of the Fall Zone Area and will hold Lessee harmless therefrom.

(e) If governmental authorities require a landscape buffer easement or any other type of easement to grant approval for the construction of the Tower Facilities ("Additional Easement(s)"), and if such Additional Easements cannot be located within the Leased Premises or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of such Additional Easement(s) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement for such Additional Easement(s) in a form which may be filed of record evidencing this right.

18. **Termination.** Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues

curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor.

19. **Sublessee's Improvements.** Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, and to post, paint and illuminate advertisement, together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.

20. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises, and Lessor agrees to furnish proof of such increase to Lessee. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s), Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor's property on which the Leased Premises and Easement(s) are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement(s) are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility, including outdoor advertisement display(s). Lessor does hereby covenant and agree to indemnify and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

21. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee.

22. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient in Lessee's determination to render the Leased Premises or the Easement(s), in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the

face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

23. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000 and shall name Lessor as an additional insured.

24. **Lessee's Environmental Covenants and Indemnity.** As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive any termination of this Lease.

25. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses; including, without limitation, penalties and reasonable attorneys fees, incurred or suffered by or asserted against Lessee, arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive any termination of this Lease.

26. **Mutual Indemnification.** Lessor shall indemnify and save harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessor, or Lessor's officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the following paragraph.

This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Lessee shall indemnify and save harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants, employees, contractors, or sublessees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

27. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the party at the addresses shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor:                    JAMES R. AND BEVERLY G. GRIFFITH  
  
    127 BEVERLY HILLS DR.  
    GRAYSON, KY 41143  
    Phone: (606)474-8428  
    E-mail address: bevgriffith59@yahoo.com  
    Federal ID / SS No.: \_\_\_\_\_

As to Lessee :                    Parallel Infrastructure LLC  
    4601 Touchton Road  
    Bldg. 300, Suite 3200  
    Jacksonville, Florida 32246  
    Attention: Leasing Manager

With a copy to:                    Parallel Infrastructure LLC  
    2855 LeJeune Road  
    4<sup>th</sup> Floor  
    Miami, Florida 33134  
    Attention: Kolleen Cobb, General Counsel

28. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the

quiet enjoyment of the Leased Premises during the term of the Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage, including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

29. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Landlord which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the date of the exercise of the Option, Lessor, no later than ten (10) days after the Option has been exercised shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

30. **Assignments and Subleases.**

(a) Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 18, herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Leased Premises during a thirty (30) day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right to license, sublease or assign its rights under this Lease, with the consent of Lessor, which shall not be unreasonably withheld, delayed, or conditioned. Provided however, the Lessor's consent shall not be required for any of the following:

- (a) any conditional assignment of this Lease to Secured Parties as described in subparagraph (a) above;
- (b) any license or sublease of a portion of the Tower Facilities in the ordinary course of Lessee's business;
- (c) an assignment or sublease to an affiliate entity of Lessee;

- (d) an assignment to an entity in the business of developing or owning telecommunication towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's.

Any such license, sublease or assignment shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

31. **Successors and Assigns.** This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

32. **Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

33. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.

34. **Lessee's Exclusivity.** Lessor agrees not to lease any of Lessor's property within a radius of five (5) miles from the Leased Premises for construction of a tower, for the construction or installation of outdoor advertisement display(s), or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

35. **Right of First Refusal.** In the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party. The notice to Lessee shall include a copy of the third party's offer. If the third party offer is to purchase assets in addition to the Leased Premises, the Lessor shall provide Lessee with the sum attributable only to the Leased Premises. Lessee shall have twenty (20) business days from the receipt from the Lessor's notice to accept the offer to purchase the Leased Premises. If Lessee desires to accept the offer, it shall notify the Lessor in writing within the said twenty (20) business day period and closing thereon within ninety (90) days of the date of Lessee's written acceptance of the offer. Transfer of title shall be by General Warranty Deed and a Bill of Sale that warrants title to the Leased Premises without exception or encumbrance. If Lessee does not elect to accept the offer to purchase the Leased Premises, then the Lessor may proceed with selling the Leased Premises to the third party upon the same terms and conditions as offered to Lessee, which sale shall be made subject to the terms of this entire Agreement. Should the third party not complete the purchase transaction, then this Right of First Refusal shall continue in effect for any future offers received by the Lessor.

36. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the term, (vi) the amount of any

prepaid rent; and (vii) any other matter as may reasonably be requested.

37. **Self Help.** Without limiting Lessee's to terminate this Lease pursuant to Section 18(a) hereof, in case of a breach of any covenant or term hereof by the Lessor, the Lessee may, in its sole discretion, elect to remedy the Lessor's breach, which remedy shall not operate or be construed as a waiver of the Lessee's rights herein to recover the cost of such remedy from the Lessor by setoff or otherwise, and the Lessor shall indemnify the Lessee from any and all costs, expenses, reasonable attorney fees and litigation expenses as may be incurred by the Lessee in performing the Lessor's obligations hereunder.

38. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this option and ground lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Option and Ground Lease Agreement shall be deemed an original.

(i) Lessor agrees that the terms of this Lease shall be strictly confidential and that Lessor shall not disclose any of the terms hereof to any third party, except with Lessee's prior written consent. Notwithstanding the foregoing, Lessor is permitted to disclose the terms of this Lease to its attorneys, financial consultants, accountants and lenders.

(SIGNATURE PAGES FOLLOWING)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

WITNESS:

Allen Luke  
Allen Luke  
Print Name

Annette Luke  
Annette Luke  
Print Name

Allen Luke  
Allen Luke  
Print Name

Annette Luke  
Annette Luke  
Print Name

JAMES R. GRIFFITH

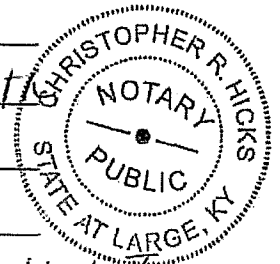
By: [Signature]  
Print Name: JAMES R. GRIFFITH

Title: Owner  
Date: \_\_\_\_\_

BEVERLY G. GRIFFITH

By: [Signature]  
Print Name: Beverly G. Griffith

Title: Owner  
Date: \_\_\_\_\_



State of KY, County of Carter  
I, a Notary Public of the County and state aforesaid certify that James R. + Beverly G. Griffith personally came before me this day & acknowledged that they being authorized to do so executed LESSEE: the foregoing instrument. They are personally known to me. Witness my hand & notarial seal this 24th day Sept 2013

WITNESS:

My comm. expires 4-6-15  
Christopher R. Hicks  
Christopher R. Hicks  
PARALLEL INFRASTRUCTURE LLC

Lyvette Dwy  
12-19-13 Lyvette Dwy  
Print Name

Tara Watson  
Tara Watson  
Print Name

By: [Signature]  
Print Name: Frank Chechile

Title: CEO  
Date: 12/19/13

**EXHIBIT "A"**

Description of Real Property (Leased Premises)

A **60' by 60'** parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this **Exhibit "A"**.

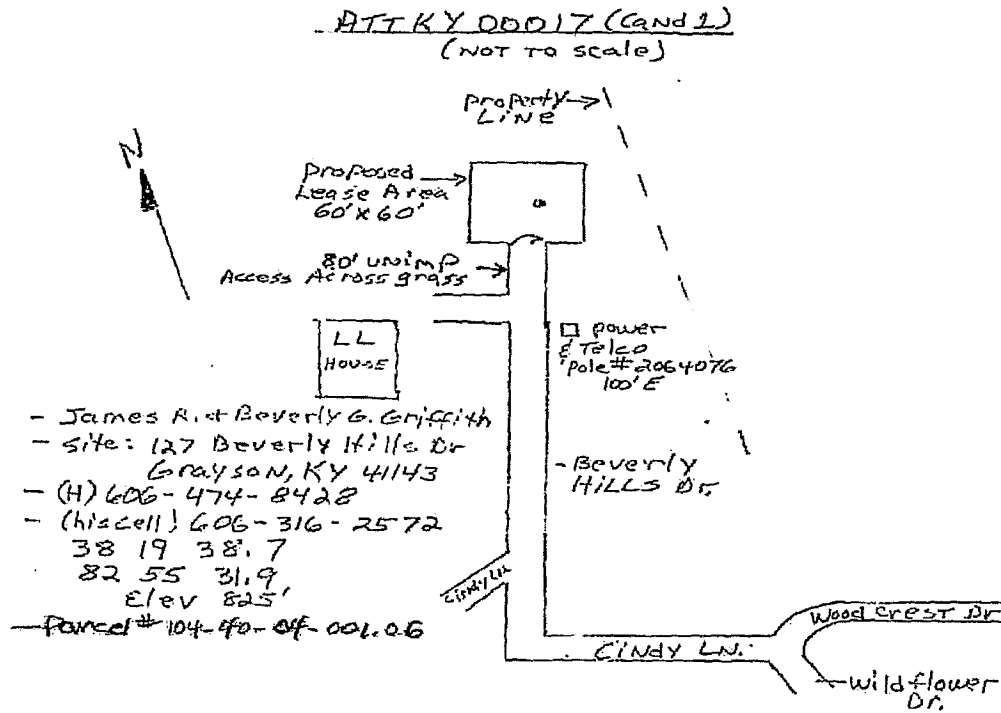
Tax Parcel I.D. # of parent tract: 104-40-04-001.06

Physical Address of parent tract: 127 BEVERLY HILLS DR.  
GRAYSON, KY 41143

EXHIBIT "A-1"

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit "A-



**EXHIBIT "B"**

Easement(s)

(i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle;

(ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers' preferred connection point;

(iii) if required by governmental authorities, an easement for a "Fall Zone" centered on the location of the Optionee's/Lessee's tower and extending outward in a circle for the number of feet as may be required by local zoning authorities (typically equal to the height of the Optionee's/Lessee's tower but could be more); and

(iv) if required by governmental authorities, an easement for a landscape buffer zone or any such additional easement(s) as may be required by local zoning authorities,

each to be determined by survey, and upon completion of survey, shall replace this **Exhibit "B"**.

**EXHIBIT "C"**

Liens and Encumbrances

Holder of 1<sup>st</sup> Mortgage: Citizens National Bank  
Address: 167 S. Carol Malone Blvd. Grayson  
Contact Name: Customer Service  
Phone Number: 606-474-2180  
Loan Number: \_\_\_\_\_

Holder of 2<sup>nd</sup> Mortgage: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Loan Number: \_\_\_\_\_

Other Liens/Encumbrances  
(Please Describe): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If No Mortgage(s), check here:* \_\_\_\_\_

**EXHIBIT "D"**

**MEMORANDUM OF OPTION AND GROUND LEASE**

See Attached

Upon recording return to:  
Parallel Infrastructure LLC  
4601 Touchton Road  
Bldg. 300, Suite 3200  
Jacksonville, Florida 32246  
Attention: Lease Administrator

Site Name:

**MEMORANDUM OF OPTION AND GROUND LEASE**

This Memorandum of Option and Ground Lease is made on December 19<sup>th</sup>, 2013, by and between JAMES R. GRIFFITH AND BEVERLY G. GRIFFITH, HIS WIFE, as Optionor, whose address is 127 BEVERLY HILLS DR., GRAYSON, KY 41143 and PARALLEL INFRASTRUCTURE LLC, a Delaware limited liability company, as Optionee, whose address is 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246

*WITNESSETH:*

WHEREAS, Optionor and Optionee are parties to an Option and Ground Lease Agreement dated as of December 19<sup>th</sup>, 2013 (the 'Agreement');

WHEREAS, pursuant to the Agreement, Optionor has conveyed to Optionee an option (herein the Option") to lease certain of the Optionor's real property in CARTER County, KY, which specific real property is a part of that certain parcel conveyed to the Optionor by Deed dated 07/15/2002 and recorded in the land records of said jurisdiction in [Deed] Book 0081, Page 221, the source of which real property is designated on Tax Map No.104-40-04-001.06 all of which is more particularly described in the Agreement and is herein referred to as the "Leased Premises", together with an easement all as more particularly described in Exhibit "B" to the Agreement, defined in the Agreement and herein referred to as the "Easement(s); and

WHEREAS, in the event that the Optionee exercises the Option, the lease provisions of the Agreement will become operative; and

WHEREAS, the parties desire to execute this Memorandum of Option and Ground Lease to memorialize certain of the provisions of the Agreement.

NOW THEREFORE, for and in consideration of the sum of \$10.00, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties obligate and bind one another, their heirs, successors and assigns as follows:

1. Grant of Lease Option. The Optionor hereby grants to the Optionee, its successors and assigns, the exclusive option and right to lease the Lease Premises, and be granted the Easement(s) from the Optionor upon the terms and conditions set forth in the Option.
2. Option Term. The maximum period during which the Optionee has the option to lease the Optionor's Leased Premises, and be granted the Easement(s) is three (3) years from the date hereof.
3. Lease Term. In the event the Optionee exercises the Option, the initial term of the Lease is

five (5) years from the date that the Optionee completes the construction of its improvements on the Leased Premises (the 'Commencement Date') and if the Optionee exercises all of its renewal rights under the Agreement, the maximum term of the Lease is fifty (50) years. Optionee and Optionor will record a memorandum to confirm the Commencement Date and term of the Lease and set forth a specific legal description of the Leased Premises and Easement(s).

4. Conflict. In the event of a conflict between the terms hereof and the terms of the Option, the terms of the Option shall govern.

(SIGNATURES ON FOLLOWING PAGES)



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Option and Ground Lease as of the date first written above.

LESSOR:

Witness:

Allan Luke

Print Name: Allan Luke

Annelle Luke

Print Name: Annelle Luke

JAMES R. GRIFFITH

By: [Signature]

Print Name: JAMES R. GRIFFITH

Title: \_\_\_\_\_

BEVERLY G. GRIFFITH

By: [Signature]

Print Name: Beverly Griffith

Title: Owner

STATE OF KY

COUNTY OF Carter

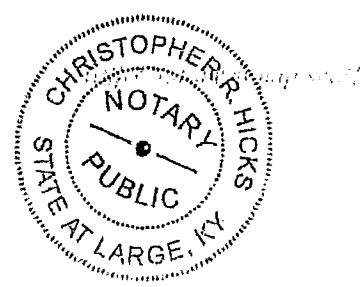
I, a Notary Public of the County and State aforesaid, certify that James R. + Beverly G. Griffith personally came before me this day and acknowledged that (s)he, being authorized to do so, executed the foregoing instrument. He/She is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and notarial seal, this 24<sup>th</sup> day of Sept, 2013.

Notary Public: Christopher R. Hicks

Print Name: Christopher R. Hicks

My Commission Expires: 4-6-15



LESSEE:

PARALLEL INFRASTRUCTURE LLC

Witness:

Lynette Ivy

Print Name: Lynette Ivy

Tara Watson

Print Name: Tara Watson

By: Frank Checkile

Print Name: Frank Checkile

Title: CEO

STATE OF FLORIDA

COUNTY OF Duval

I, the undersigned Notary Public for said County and State, do hereby certify that Frank Checkile, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this 9<sup>th</sup> day of December, 2013.

Notary Public: Tara Watson

Print Name: Tara Watson

My Commission Expires: October 23, 2017



**EXHIBIT "E"**

**MEMORANDUM OF LEASE**

See Attached

Upon recording return to:  
Parallel Infrastructure LLC  
4601 Touchton Road  
Bldg. 300, Suite 3200  
Jacksonville, Florida 32246  
Attention: Lease Administrator

Site Name:

### MEMORANDUM OF LEASE

This Memorandum of Lease is made on \_\_\_\_\_, 2013, by and between JAMES R. GRIFFITH AND BEVERLY G. GRIFFITH, HIS WIFE, as Lessor, whose address is 127 BEVERLY HILLS DR., GRAYSON, KY 41143 and PARALLEL INFRASTRUCTURE LLC, a Delaware limited liability company, as Lessee, whose address is 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246

1. Lessor and Lessee are parties to an Option and Ground Lease Agreement dated as of \_\_\_\_\_, 2013 (the "Lease Agreement"); the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease Agreement are located in **CARTER County, KY**, as more fully described in the legal description attached hereto as **Exhibit "A"** ("Leased Premises").
2. Pursuant to the Lease Agreement, the Lessor has granted, and by these presents does grant, to the Lessee an easement for ingress, egress, utilities, "Fall Zone" (if applicable) and [landscape buffer easement or any other easement required by the governmental authorities (if applicable)] for the duration of the Lease Agreement over those lands more particularly described on **Exhibit "B"** hereto. The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.
3. The Lease Agreement provides for an initial term of five (5) years which commenced on \_\_\_\_\_. The Lease also provides for nine (9) additional five (5) year terms, which shall occur automatically unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the initial term, or the renewal term then in effect.
4. The Lease Agreement provides that during the term of the Lease Agreement neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, construct or install outdoor advertisement display(s), or operate an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of five (5) miles of the Leased Premises.
5. The Lease Agreement provides that during the term of the Lease Agreement, in the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party, and Lessee shall have twenty (20) business days in which to accept the offer.
6. All of the terms and conditions of the Lease Agreement pertaining to the Lease are incorporated

herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease Agreement, the terms of the Lease Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSOR:

Witness:  
Allan Luke  
Print Name: Allan Luke

Annette Luke  
Print Name: Annette Luke

JAMES R. GRIFFITH  
By: [Signature]  
Print Name: JAMES R GRIFFITH  
Title: \_\_\_\_\_

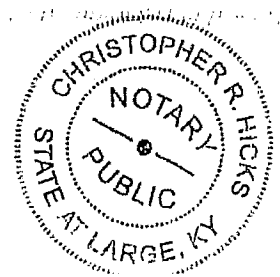
BEVERLY G. GRIFFITH  
By: [Signature]  
Print Name: Beverly Griffith  
Title: OWNER

STATE OF KY  
COUNTY OF Carter

I, a Notary Public of the County and State aforesaid, certify that James R. + Beverly G. Griffith personally came before me this day and acknowledged that (s)he, being authorized to do so, executed the foregoing instrument. He/She is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and notarial seal, this 24<sup>th</sup> day of SEPT, 2013.

Notary Public: Christopher R. Hicks  
Print Name: Christopher R. Hicks  
My Commission Expires: 4-6-15



LESSEE:

PARALLEL INFRASTRUCTURE LLC

Witness:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public for said County and State, do hereby certify that \_\_\_\_\_, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this \_\_\_ day of \_\_\_\_\_, 2013.

Notary Public: \_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*(Notary Seal)*

Market: VA/WV  
Cell Site Number: WV326  
Cell Site Name: WV326  
Fixed Asset Number: 11603585  
PI Site Number: PI3KY00002.A

## STRUCTURE LICENSE AGREEMENT

THIS STRUCTURE LICENSE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Parallel Infrastructure LLC, a Delaware limited liability company, having a mailing address of 4601 Touchton Road East, Bldg 300, Suite 3200, Jacksonville, FL 32246, ("**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 ("**Licensee**").

### BACKGROUND

Licensor leases a parcel of land, pursuant to that certain Option and Ground Lease Agreement by and between James R. and Beverly G. Griffith, as ground lessor (the "**Master Landlord**"), and Licensor, as ground lessee, dated December 19, 2013, (the "**Master Lease**"), located at 127 Beverly Hills Drive, Grayson, KY 41443 in the County of Carter, State of Kentucky, collectively, the "**Property**"). Licensee desires to use a portion of the Property in connection with its federally licensed communications business. Licensor desires to grant to Licensee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

**1. LICENSE OF PREMISES.** Licensor hereby licenses to Licensee:

(i) approximately 336 square feet of ground space for the placement of Licensee's shelter, radio cabinets and structural steel or other improvements to support Licensee's equipment, as described on attached **Exhibit 1** (the "**Equipment Space**"), together with a non-exclusive easement over such portions of the Property as is reasonably necessary for the installation of stoops, grounding ring and HVAC in the Equipment Space;

(ii) that certain space on the tower (the "**Tower**"), as depicted on attached **Exhibit 1**, where Licensee shall have the right to install its antennas and other equipment (the "**Antenna Space**"); and

(iii) those certain areas where Licensee's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connections**"). Licensor agrees that Licensee shall have the right to install Connections between Licensee's equipment in the Equipment Space and Antenna Space; and between Licensee's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Licensor further grants to Licensee a non-exclusive license to use the existing non-exclusive easement for ingress, egress and utilities to the Property from the public right-of-way, as more particularly described and depicted in **Exhibit 1** (the "**Access**"), and a non-exclusive license to install, replace and maintain utility wires, cables, conduits, pipes and other necessary connections for Licensee's use over or along the Access. Notwithstanding the foregoing, Licensee, to the extent feasible, shall locate all wires, conduits and cables on existing poles on the Access extending from the public right-of-way roadway to the Property. The Equipment Space, Antenna Space, Connections, and Access are hereinafter collectively referred to as the "**Premises**."

**2. PERMITTED USE.** Licensee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as

well as the right to test, survey and review title on the Property, Licensee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Licensee or Licensor, not to exceed the current approved ground space dimensions and /or the current antenna location or the antenna loading on the Tower (collectively, the "Permitted Use"). Notwithstanding the foregoing, Licensor and Licensee agree that Licensee may only install in the Equipment Space, Antenna Space and Connections, Licensee's communication equipment including antennas, cables, connectors, wires, radios, radio shelter or cabinet and related transmission and reception hardware and software, and other personal property, all as more particularly described in the Site Engineering Application submitted by Licensee and approved by Licensor attached hereto as **Exhibit 2** (the "**Equipment**"). Licensee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property, including adherence to Licensee's FCC licenses and authorizations. "FCC" shall mean the Federal Communications Commission or any successor Federal government authority performing a similar function. Licensee may modify, supplement, replace, upgrade, expand the Equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided Licensee complies with the Licensor's procedure to make a Modification as defined and set forth in Section 23 of the Agreement, and Licensor approves the revised Site Engineering Application pursuant to Section 23 of the Agreement.

**3. TERM.**

(a) The initial license term ("**Initial Term**"), will commence on the Effective Date. The Initial Term will terminate on the tenth (10<sup>th</sup>) anniversary of the License Fee Commencement Date (as defined in Section 4(a)).

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions, unless Licensee notifies Licensor in writing of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then current Extension Term, as applicable.

(c) Unless (i) Licensor or Licensee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term.

(d) The Initial Term, any Extension Terms, and any Annual Terms are collectively referred to as the "**Term**".

**4. LICENSE FEE.**



(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) Licensee shall pay to Licensor the License Fee and all other payments due by Licensee to Licensor hereunder on or before the date due without setoff, counterclaim, reduction or demand. Payments shall be made to Licensor at P.O. Box 742309, Atlanta, Georgia 30374-2309 or to such other account as Licensor may specify from time to time to Licensee. Any payment payable by Licensee hereunder not received by Licensor within 10 days after the date due shall bear interest from the due date until the date received by Licensor at a rate equal to the lesser of (a) the maximum rate of interest permitted by applicable law or (b) 12% *per annum*.

## 5. APPROVALS.

(a) At all times prior to the License Fee Commencement Date, Licensor and Licensee agree that Licensor's and Licensee's obligations under this Agreement with respect to their ability to use the Property and/or the Premises, respectively, is contingent upon Licensor's and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensor and Licensee for its use of the Property and/or Premises, respectively, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Licensor authorizes Licensee to prepare, execute and file all required applications to obtain Government Approvals for Licensee's Permitted Use under this Agreement and agrees to reasonably assist Licensee with such applications and with obtaining and maintaining the Government Approvals, at Licensee's sole cost and expense. In addition, Licensee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Prior to the License Fee Commencement Date, Licensee has the right, at its sole cost and expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Unless Licensee elects to terminate this Agreement pursuant to and in accordance with Section 6(b) hereof prior to the License Fee Commencement Date, on the License Fee Commencement Date the Licensee shall be deemed to accept the Premises and the Property for Licensee's Permitted Use and waives any objections it may have as to the status of the title or any matters which may have been revealed by a survey.

(c) Prior to the License Fee Commencement Date, Licensee may also perform and obtain, at Licensee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Licensee's use of the Premises will be compatible with Licensee's engineering specifications, system, design, operations or Government Approvals. Unless Licensee elects to terminate this Agreement pursuant to and in accordance with Section 6(b) hereof prior to the License Fee Commencement Date, on the License Fee Commencement Date the Licensee shall be deemed to accept the condition of the Premises and the Property for Licensee's Permitted Use and waives any objections it may have or which would have been revealed by such tests, reports or other studies as to the environmental condition of the Property.

(d) Licensee agrees that during the performance of any activities pursuant to subsections (a) through (c) of this Section 5, Licensee shall be subject to the terms and conditions of this Agreement, including without limitation, the obligation to have insurance which covers such activities as set forth in Section 7 of this Agreement (Insurance), the obligation to keep the Premises and the Property free of liens in accordance with Section 27, and the obligation to indemnify and hold the Licensor harmless from any damages or costs, including reasonable attorneys' fees incurred as the result of any property damage or personal injuries caused by, or related to, Licensee's, or any of Licensee's contractor's activities on the Property while performing such activities. The provisions of this subsection (d) shall survive the termination of the Agreement.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party upon written notice to the other if either party is unable to obtain, or maintain, any of the Government Approvals;

(b) by either party, upon written notice to the other, at any time prior to the License Fee Commencement Date, if either party determines, in its reasonable discretion, due to the title report results or survey results, that the condition of the Premises or Property is unsatisfactory for its Permitted Use; and

(c) provided that the Licensee is not then in default (beyond any applicable cure or grace period) of any of the terms and conditions of this Agreement, Licensee shall have the right to terminate this Agreement at any time after the expiration of the Initial Term by giving the Licensor not less than ninety (90) days prior written notice of its intention to do so. In the event Licensee shall exercise this right of termination, then Licensee shall pay to Licensor on the date of termination an early termination fee in an amount equal to the lesser of the following (the "Early Termination Fee"): (i) the product of the License Fee then in effect multiplied by twelve (12); and (ii) the product of the License Fee then in effect multiplied by the number of months remaining in the Renewal Term then in effect. In such event, the Agreement shall terminate on the date provided in said notice and the parties shall be released of all further obligations each to the other hereunder, except for the following: (i) Licensee's obligation to pay the Early Termination Fee; (ii) Licensee's obligation to pay all License Fees and all other payments due under this Agreement prorated through the date of early termination; and (iii) those indemnities and obligations that specifically survive the termination of this Agreement. No such termination fee will be payable on account of the termination of this Agreement by Licensee under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, , 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Licensee and all parties accessing the Property for or on behalf of the Licensee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost. Licensee may self-insure this coverage; (ii) Workers' Compensation Insurance as required by statutory law and Employer's Liability Insurance coverage with limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee, and a \$1,000,000 policy limit; (iii) commercial general liability (CGL) insurance with respect to its use of the Property, written on an occurrence basis, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, for bodily injury, personal injury and property damage (including products and completed operations), which policy shall include contractual liability coverage; (iv) commercial automobile liability, covering both owned and non-owned vehicles, with limits of \$1,000,000 per accident for bodily injury, \$500,000 per person and \$100,000 for property damage or a combined single limit of \$1,000,000; and (v) umbrella excess liability, with a limit of \$5,000,000 combined single limit, per occurrence and aggregate limit, on an occurrence basis, to be excess of commercial general liability, automobile liability and workers compensation and employers liability, which is at least as broad as each and every one of those underlying policies. Licensee may use any combination of primary and excess to meet required total limits. Licensee's CGL insurance policy and all other liability insurance policies required to be maintained by Licensee pursuant to this Agreement shall contain a provision including Licensor as an additional insured (except with respect to the workers' compensation policy). Each such policy shall be with companies rated at least A- by AM Best, and Licensee shall provide certificates and amendatory endorsements (as applicable) evidencing the coverages required hereinabove to Licensor on or before the Effective Date. Licensee shall provide evidence of insurance to Licensor upon request. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and (iii) shall not exceed Licensee's indemnification obligation under this Agreement, if any. Licensee shall notify Licensor at least 30 days in advance of any cancellation of any required insurance which is not replaced. The amount of the insurance limits identified

above may be increased on every fifth anniversary of the License Fee Commencement Date by 15% over the amount of the insurance limits for the immediately preceding five year period, *provided* that such increases with respect to all of the insurance policies required pursuant this Section 7 may be accomplished solely by increasing the commercial general liability policy or the umbrella liability policy in an amount adequate to cover the proportional increase necessary for all such policies. All insurers will be rated A.M. Best A- for financial strength, and must be eligible to do business in the jurisdiction where the Property is located. The provision of insurance required in the Agreement shall not be construed to limit or otherwise affect the liability of Licensee. **Further, if Licensee shall perform mechanical excavation or trenching, the "Underground" exclusions must be deleted.**

(b) Notwithstanding the foregoing, Licensee shall have the right to self-insure against the risks for which Licensee is required to insure against in this Section 7, except that any self-insured retention with respect to any policy required herein (except with respect to 7(a)(i)), must be declared to and approved by Licensor, in its sole discretion. In the event Licensee elects to self-insure its obligation to include Licensor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Licensor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed; (3) Licensor shall, at no cost to Licensor, reasonably cooperate with Licensee in the defense of the claim, demand, lawsuit or the like.

(c) All policies required to be provided pursuant to this Section 7 shall contain a waiver of subrogation in favor of Licensor and its insurers, officers, officials, employees and volunteers. Licensee's insurance companies, in their endorsements, must agree to such waiver of subrogation. For the avoidance of doubt, any insurance or self-insurance maintained by the Licensor or its affiliates, officers, officials, employees, volunteers or any mortgagee or lender thereto shall be in excess of the Licensee's insurance and shall not contribute with it.

(d) In addition to the insurance required to be maintained by Licensee pursuant to the Agreement, prior to the commencement of any construction, Licensee shall provide to Licensor certificates of insurance evidencing that Licensee's general contractor has in effect (and shall maintain at all times during the course of the Work hereunder) insurance coverages required for the Licensee pursuant to, and in compliance with the terms of, Section 7(a), for the hazards of operations, independent contractors, products and completed operations (for two years after the date of acceptance of the Work by Licensee). Licensee shall also cause each other contractor or subcontractor that is to perform any Work to maintain insurance policies in accordance with the requirements applicable to the Licensee under Section 7(a), adjusted to the nature of the contractor's or subcontractor's operations, as reasonably approved by Licensor. Licensee shall provide to Licensor, prior to the commencement of the contractor's or subcontractor's work, certificates of insurance from such contractor or subcontractor, evidencing compliance with this subsection's requirement.

(e) Licensee will not do or permit to be done in or about the Property nor bring or keep or permit to be brought to the Property anything that: (a) is prohibited by any insurance policy carried by Licensor covering the Property or any improvements thereon; or (b) will increase the existing premiums for any such policy beyond that contemplated for the addition of the Equipment. Licensor represents and warrants that the installation of Equipment at the Property in accordance with the terms and conditions of the Agreement will be considered within the underwriting requirements and policies issued by Licensor's insurers. With regard thereto, however, it is acknowledged and agreed that Licensor's insurance shall not cover the Equipment or any other items brought upon the Property at any time by or through the Licensee, including, without limitation, tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the Property during the installation of the Equipment. The Licensee shall make its own arrangements for any insurance it may require on the Equipment or any other such items. Any such policy obtained by the Licensee shall include a waiver of subrogation in accordance with the requirements of Section 7(c).

**8. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, upon request, Licensor will provide Licensee, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Licensee to evaluate the potential for electrical interference with Licensee's permitted transmissions or reception. Licensee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Licensor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Licensor agrees that it shall not permit other users of the Property to use their equipment that is installed or modified subsequently to Licensee's Equipment (as "**Subsequent Use**"), in a manner that causes prohibited electrical interference with Licensee's permitted transmissions or reception from the Communication Facility.

(c) With respect to a Subsequent Use, Licensor will not use, nor will Licensor permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which causes electrical interference with Licensee's permitted transmissions or reception from its Communication Facility. In the event Licensee experiences electrical interference (as defined within FCC regulations then in effect) caused by such Subsequent Use, Licensor will immediately use all commercially reasonable good faith efforts to work to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Licensee. In the event any such interference does not cease within the aforementioned period, Licensor shall require the Subsequent Use to reduce power, and/or cease operations until such time as the Subsequent Use can affect repairs to the interfering equipment. Licensor, Licensee and user of the Subsequent Use shall use reasonable good faith efforts to work to resolve the interference including setting up mutually agreeable times for intermittent testing to determine the cause of such interference until the interference has been corrected.

(d) Licensee agrees that it will not cause electrical interference to Licensor or other users of the Property with regard to use that existed prior to the execution of this Agreement or a Modification of Licensee's Equipment (a "**Pre-Existing Use**"), as long as the Pre-Existing Use(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. If Licensor determines, in its reasonable discretion, based on standard and accepted engineering practices, that Licensee's Equipment is causing such electrical interference to Licensor or other users of the Property with respect to a Pre-Existing Use, Licensee shall, upon notice from Licensor thereof, immediately take all commercially reasonable necessary steps to determine the cause of and eliminate such interference. If the electrical interference continues for a period in excess of 24 hours following such notification, Licensor shall have the right to require Licensee to reduce power, and/or cease operations until such time as Licensee can affect repairs to the interfering equipment, including intermittent testing to determine the cause of interference which shall only be done on mutually agreed upon times by and among Licensor, Licensee and the user(s) of the Pre-Existing Use affected by the interference. In the event Licensee fails to reduce power and/or cease operations, after receipt of Licensor's notice thereof, Licensor shall have the right to disconnect the power to the Equipment or cause Licensee to disconnect power to its Equipment if Licensee fails to promptly take such action following said notification. Licensee shall indemnify and hold Licensor and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims and liability that result from electrical interference caused by Equipment.

**9. INDEMNIFICATION.**

(a) Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from or related in any way to the actions or failure to act of Licensee, its employees, agents or contractors, including Licensee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensor, its employees, agents or independent contractors.

(b) Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all

injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from or related in any way to the actions or failure to act of Licensor, its employees, agents, or contractors, or Licensor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Licensee, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(d) Licensor assumes no responsibility for the licensing, operation or maintenance of the Communication Facility. Licensor assumes no responsibility for regulatory compliance by Licensee, and Licensee agrees to hold Licensor harmless from any liability resulting from such noncompliance. Licensee assumes no responsibility for the licensing, operation or maintenance of the Tower. Licensee assumes no responsibility for regulatory compliance by Licensor, and Licensor agrees to hold Licensee harmless from any liability resulting from such noncompliance.

#### 10. WARRANTIES.

(a) Licensee and Licensor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Licensee acknowledges and agrees that Licensor is in the business of owning and operating shared telecommunications facilities and may license or lease space within the Property to other interested parties, and in that regard, Licensor may, from time to time issue reasonable directions, guidelines, procedures, restrictions and standards regarding the use of the Property (the "**Site Rules**") to which Licensee agrees to abide, provided such Site Rules: (i) shall be uniformly applied to present and future Tower users, (ii) do not materially circumvent, contradict, or unduly frustrate or burden the purposes of this Agreement, and (iii) are not changed in a manner which materially adversely affects Lessee's permitted use under this Lease, conflicts with any terms of this Agreement, or increases Licensee's financial obligations under this Agreement.

(c) Licensor represents, warrants and agrees that: (i) Licensor controls the Property pursuant to and in accordance with the terms of the Master Lease, and solely owns the Tower; (ii) to the best of Licensor's knowledge, neither Master Landlord nor Licensor is, or with the giving of notice, or passage of time (or both), will be in default under any of the terms or conditions of the Master Lease; (iii) that during the Term, Licensor will not terminate, materially modify, or amend the Master Lease in a manner which adversely affects the rights or obligations of Licensee without the prior written consent of Licensee; (iv) Licensor shall timely perform and comply with all the terms and conditions of the Master Lease, and not do anything or permit anything that would result in a default under or cause the Master Lease to be terminated; (v) all installations and operations by Licensor in connection with the Agreement shall meet and comply with all applicable laws, rules, codes and regulations of any federal, state or local governmental unit or agency thereof ("**Government Entity**") with jurisdiction applicable to the Property and Tower or use thereof; (vi) Licensor is the holder of all required licenses of the FCC or any other Government Entity for the installation, use and operation of the Tower on the Property and that it will maintain such licenses for the duration of the Term; (vii) subsequent to the execution of this Agreement, Licensor will not cause the Property to be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Licensee's Permitted Use and enjoyment of the Premises under this Agreement; (viii) as long as Licensee is not in default then Licensor grants to Licensee, actual, quiet and peaceful use, enjoyment and possession of the Premises; (xi) Licensor's execution and

performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor.

(d) Licensor covenants that: Licensor shall, at its expense, ensure that the Tower upon which the equipment is installed complies with all applicable laws, state and local codes and regulations, except where noncompliance is due to Licensee's breach of the Agreement, or Licensee's, or its employees, agents or contractors negligence or willful misconduct, and Licensor shall also comply with all rules and regulations promulgated by the FCC and the Federal Aviation Administration ("FAA") with regard to Tower lighting, marking and painting.

(e) Licensee covenants, represents and warrants that: (i) Licensee shall maintain the Communications Facility and other appurtenances in an operating condition consistent with manufacturer's recommendations and good engineering practices and overall safety standards reasonably standard for similar facilities and that meet any applicable requirements of the Agreement and the Site Rules; (ii) All installations and operations by Licensee in connection with the Agreement shall meet and comply with all applicable laws, rules, codes and regulations of any Government Entity; and (iii) Licensee is the holder of all required licenses of the FCC or any other Government Entity for the installation, use and operation of the Communications Facility on the Property and that it will maintain such licenses for the duration of the Term; and (iv) the Communications Facility and all equipment installed thereon will be exclusively for its use and that it will not act as a manager or agent for any third party with respect to the Communications Facility or any equipment installed thereon; provided, however, that the Communications Facility and equipment may be used by third parties pursuant to roaming agreements and arrangements, and such third party use shall not be deemed to be in violation of this Agreement.

(f) Each party agrees that it shall be solely responsible for commissions, fees or other charges due to any real estate brokers or other brokers or agents hired by such party in connection with the Agreement and each party shall indemnify, defend, and hold the other party and the owner of the Property, as well as their respective officers, directors, shareholders, members, partners, employees, agents, representatives, and any of their affiliates, beneficiaries, successors, and assigns harmless from and against any and all claims by any broker or other party claiming to have dealt with such party in connection with this Agreement.

## 11. ENVIRONMENTAL.

(a) As used in this Agreement, "**Environmental Laws**" shall mean any and all applicable laws, statutes, regulations, ordinances, rules, orders, decisions, judgments, actions, guidelines or policies, that are heretofore or hereafter enacted, promulgated, issued, ordered or decreed by any federal, tribal, state or local governmental authority, whether executive, legislative or judicial, and that relate to the environment, health, or safety, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq., the Solid Waste Disposal Act (commonly called the Resource Conservation and Recovery Act), 42 U.S.C. § 6901 et seq.; the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; the Federal Water Pollution Control Act (commonly called the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; and all regulations, ordinances, rules, orders, decisions, actions, guidelines or policies, enacted, promulgated, issued, ordered or decreed thereunder. As used in this Agreement, "**Hazardous Material**" shall mean any hazardous material or substance that is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to any applicable Environmental Law; any substance that is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

(b) Each party covenants that it will not use, store, dispose, or release any Hazardous Materials on, under, about or within, the Property in violation of any law or regulation, including any applicable Environmental Laws. Each party agrees to indemnify and save harmless the other against any and all third party claims, liabilities, causes of action, damages, orders, judgments, and clean-up costs arising from such party's breach of any of the covenants contained in this Section 11.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) Provided that: (i) the Hazardous Materials and/or Hazardous Condition (as hereinafter defined) did not exist or could not have reasonably been discovered by Licensee as of the License Fee Commencement Date; and/or (ii) the Hazardous Materials were not brought on the Property by the Licensee its employees, agents or independent contractors; and/or (iii) the Hazardous Condition was not caused by the Licensee its employees, agents or independent contractors, then in the event Licensee becomes aware of any Hazardous Materials on the Property, or any environmental, health or safety condition or matter relating to the Property, which, , in Licensee's reasonable determination, renders the condition of the Premises or Property unsuitable for Licensee's use ("Hazardous Condition"), or if Licensee reasonably believes that the licensing or continued licensing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, Licensee will have the right, to terminate this Agreement upon written notice to Licensor, except that Licensee shall first be required to give Licensor not less than one-hundred eighty (180) days' notice of its intent to terminate pursuant to this Section 11(d) and Licensor, in its sole discretion, shall have the right to undertake to remove the Hazardous Materials from the Property and/or remove the Hazardous Condition from the Property. In the event Licensor undertakes to remove the Hazardous Materials and/or Hazardous Condition from the Property, then Licensee shall not have the right to terminate the Agreement.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its authorized employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and from the Property, over the Access (as defined in Section 1 of this Agreement) for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Licensor grants to Licensee a non-exclusive license to use the a non-exclusive easement for such access and Licensor agrees to provide to Licensee such codes, keys and other instruments necessary for such access at no additional cost to Licensee. Licensee shall indemnify and hold Licensor harmless from any damages or costs, including reasonable attorneys' fees incurred as the result of any property damage or personal injuries caused by, or related to, Licensee's, or any Licensee's contractor's activities on the Property while performing the activities permitted herein. If Licensor fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. These provisions of this Agreement shall survive the termination of this Agreement.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Premises by Licensee will be and shall remain Licensee's personal property and, at Licensee's option, may be removed by Licensee at any time during the Term or within the Removal Period(as hereinafter defined). Licensor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Licensee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Licensor that all improvements of every kind and nature constructed, erected or placed by Licensee on the Premises will be and remain the property of Licensee and may be removed by Licensee at any time during the Term. Any such removal shall be performed in such a manner as to not adversely interfere with the continuing use of the Property by Licensor and others, and Licensee shall promptly repair any damage to the Property, or any facilities or equipment on the Property, caused by such removal, reasonable wear and tear excepted. Notwithstanding the foregoing, within the Removal Period, Licensee will remove all of Licensee's above-ground improvements and Licensee will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty (not caused by Licensee or its agents, employees or contractors) excepted. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Licensee be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities. As used herein "**Removal Period**" shall mean the following: (i) sixty (60) days following the expiration or termination of the Agreement (except for a termination by Licensor pursuant to Section 15(a), in which case such removal shall be immediate), provided that such sixty (60)

day period expires not less than thirty (30) days prior to the date the Licensor is required under the terms of the Master Lease to have remove the Tower and other improvements on the Property required to be removed under the Master Lease at the end of its term (the "Master Lease Removal Date"); or (ii) in the event that at the time of expiration or termination of this Agreement (except for a termination by Licensor pursuant to Section 15(a), in which case such removal shall be immediate), Licensor has less than ninety (90) days remaining prior to the Master Lease Removal Date, then Licensee shall have the number of days (if any) by which the Master Lease Removal Date exceeds thirty (30) days following the date of expiration or termination of this Agreement, it being understood that Licensee's Communication Facility and Equipment shall be removed by Licensee no later than thirty (30) days prior to the Master Lease Removal Date. Upon any failure of Licensee to remove the Communication Facility and any other possessions of Licensee pursuant to this Section 13, Licensor shall have the option, but not the obligation, to remove the Communication Facility and store the Equipment, all at Licensee's expense. Notwithstanding the foregoing, any Equipment not retrieved by Licensee within the Removal Period, shall be deemed abandoned by Licensee, and shall become the property of Licensor. Such abandonment shall not relieve Licensee of liability for the costs of removal, storage and disposal of the Equipment and the Communication Facility as required pursuant to this Section 13. The provisions of this Section 13 shall survive the expiration or earlier termination of the Agreement.

#### **14. MAINTENANCE/UTILITIES.**

(a) Licensee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Licensor will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Licensee does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Licensee will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Licensee on the Premises. Licensor acknowledges that Licensee provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If an interruption to electrical power is for an extended period of time, in Licensee's reasonable determination, Licensor agrees to allow Licensee the right to bring in a temporary source of power ("Temporary Power Source") for the duration of the interruption, provided that: (i) such Temporary Power Source is placed within the Equipment Space; (ii) the Licensee's use of the Temporary Power Source does not unreasonably interfere with the use of the Property by Licensor and/or the use of the Property by Licensor's other licensees; and (iii) such use of the Temporary Power Source complies with all applicable laws, rules, codes and regulations of any Government Entity.

#### **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Licensee and a breach of this Agreement: (i) non-payment of the License Fee or any other amounts for charges due under this Agreement if such License Fee or other amount for charges due under this Agreement remains unpaid for more than thirty (30) days after receipt of written notice from Licensor of such failure to pay; or (ii) Licensee's failure to perform any other term or condition under this Agreement within the specific cure period provided with regard to such breach pursuant to this Agreement, or if no specific cure period is provided, within thirty (30) days after receipt of written notice from Licensor specifying the failure; or (iii) if any petition is filed by or against Licensee, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States, any state thereof or any foreign jurisdiction (and with respect to any petition filed against Licensee, such petition is not dismissed within one hundred twenty (120) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future Bankruptcy Code or under any similar law or statute of the United States, any state thereof or any foreign jurisdiction; or (iv) if Licensee or any third party brought to the Property by Licensee intentionally destroys or damages any portion of the Property or equipment of a third party located on the Property; or (v) if Licensee permits any contractor who has not received the proper safety training to perform work for the Licensee at the Property. With respect to a default as described in clause (ii) only, no such failure, however, will be deemed to exist if Licensee has commenced to cure such



default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. If Licensee remains in default beyond any applicable cure period, Licensors (without notice or demand except as expressly required above) will have the right at its option to terminate this Agreement, in which event Licensee will immediately surrender the Premises to Licensors and Licensee shall become liable to Licensors for damages equal to the total of: (x) Licensors' actual costs, if any, of recovering the Premises and removing the Communication Facility and Equipment and restoring and repairing the Property including, in each case, reasonable attorneys' fees; (y) any unpaid License Fees accrued as of the date of termination, plus interest thereon to be paid in accordance with Section 4(d); (z) the accelerated and immediate payment, in full, of all of the remaining monthly installments of the License Fee (adjusted as set forth in Section 4(b) of the Agreement) for the remainder of the Term in effect, which Licensee would have been obligated to pay under this Agreement; and (zz) all other sums of money and damages owing by Licensee to Licensors. Licensors' termination of the Agreement shall not terminate Licensee's payment obligations hereunder, all of which shall expressly survive termination of the Agreement. Licensee acknowledges that, in general, wireless communications sites are licensed to multiple licensees and that Licensors' licensing of the Property to additional parties does not mitigate the damages suffered by Licensors as a consequence of Licensee's default of this Agreement.

(b) The following will be deemed a default by Licensors and a breach of this Agreement: (i) failure to provide access to the Premises or to take the actions required pursuant to Section 8 of this Agreement with respect to an electrical interference problem by a Subsequent Use within twenty-four (24) hours after receipt of written notice of such interference; provided, however, if Licensors commences to cure said access issues or interference within such timeframe and diligently pursues to completion, no default shall have occurred, (ii) Licensors' failure to perform any term or condition, or failure to correct any breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure, (iii) if any petition is filed by or against Licensors, under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States, any state thereof or any foreign jurisdiction (and with respect to any petition filed against Licensors, such petition is not dismissed within one hundred twenty (120) days after the filing thereof), or Licensors is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future Bankruptcy Code or under any similar law or statute of the United States, any state thereof or any foreign jurisdiction; or (iv) if Licensors or any third party brought to the Property by Licensee intentionally destroys or damages any portion of the Premises or the Equipment located on the Property. With respect to a default as described in clauses (i) and (ii) only, no such default, however, will be deemed to exist if Licensors has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensors. If Licensors does not complete its cure in a reasonable period of time, Licensee may, at Licensee's option, elect to (i) cure Licensors' default and deduct the reasonable, documented out of pocket costs of such cure from any monies due to Licensors from Licensee; (ii) upon notice to Licensors terminate the Agreement; and (iii) exercise any and all rights and remedies available to it under law and equity.

(c) Neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise in connection with Agreement, except as otherwise expressly provided herein.

## **16. ASSIGNMENT.**

(a) Licensee will have the right to assign this Agreement and its rights and obligations herein, provided it obtains the Licensors' prior written consent, which consent shall not be unreasonably withheld, and provided such assignee assumes all of the responsibilities, liabilities and obligations of the Licensee under this Agreement, except that Licensee may assign this Agreement and its rights and obligations herein to a Permitted Assignee (as hereinafter defined) without the need for Licensors' prior consent, provided that (i) such assignment shall not be effective until Licensee provides written notice of such assignment to Licensors; and (ii) such Permitted Assignee assumes all of the responsibilities, liabilities and obligations of the Licensee under this Agreement. As used herein,

a **"Permitted Assignee"** shall mean (i) Licensee's Affiliate (as hereinafter defined) or (ii) an entity that acquires all or substantially all of the Licensee's assets in the market where the Property is located as defined by the Federal Communications Commission. As used herein, an **"Affiliate"** as used herein shall mean any corporation, limited liability company, partnership or other entity that controls, is controlled by or which is under common control with the Licensee, or which acquires more than 50% of the Licensee's assets or more than 50% of the Licensee's capital stock. Except with respect to an assignment to a Permitted Assignee, Licensee agrees to provide to Licensor all information requested relative to the proposed assignment and the proposed assignee, including, without limitation, financial information, reasonably necessary for Licensor's review of the request for consent of the assignment. The parties agree that Licensor's denial of consent to an assignment to a proposed assignee that does not have at least the financial strength of the Licensee as of the Effective Date of this Agreement shall not be deemed to be an unreasonable withholding of consent to an assignment by the Licensor. Upon Licensor's written consent of an assignment (other than an assignment to a Permitted Assignee for which consent is not required), and the proposed assignee's (including a Permitted Assignee's) assumption of all of Licensee's responsibilities, liabilities and obligations under this Agreement accruing after the date of such assignment, Licensee shall be relieved of all responsibilities, liabilities and obligations under this Agreement accruing after the date of such assignment only. Any sale, assignment or transfer, in whole or in part, by Licensee to any person or entity other than a Permitted Assignee without the prior written approval or consent of the Licensor as provided herein shall be an immediate default under this Agreement. Licensee shall not sublease or license its interest in the Agreement either directly or through subsidiaries and affiliated entities.

(b) Licensor shall have the right to assign the Agreement to any party agreeing to be bound and subject to the terms of the Agreement and, after such assignment, Licensor shall have no liability under the instrument assigned for events accruing thereafter.

**17. NOTICES.**

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Licensee:           New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re Cell Site: WV326  
Fixed Asset #: 11603585  
575 Morosgo Drive  
Suite 13-F West Tower  
Atlanta, GA 30324

With a copy to Legal:   New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department - Network  
Re Cell Site: WV326  
Fixed Asset #: 11603585  
208 S. Akard Street,  
Dallas, TX 75202-4206

If to Licensor:           Parallel Infrastructure LLC,  
Attn: Leasing Manager  
PI Site Number: PI3KY00002.A  
4601 Touchton Road East, Bldg 300, Suite 3200  
Jacksonville, FL 32246

With the required copy of legal notice sent to Licensor at the address below:

Parallel Infrastructure LLC,  
C/o Kolleen O.P. Cobb  
2855 LeJeune Road  
Coral Gables, FL 33134  
Telephone: 305-520-2300  
Facsimile: 305-520-2400

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of an assignment by Licensor of this Agreement, within thirty (30) days of such transfer, Licensor or its successor will send the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments becoming due under this Agreement after the date of such Assignment.

- i. Assignment and Assumption Agreement
- ii. Bill of Sale or Transfer (if applicable)
- iii. New IRS Form W-9
- iv. Completed and Signed AT&T Payment Direction Form
- v. Full contact information for new Licensor including all phone number(s)

**18. CONDEMNATION.** In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide prompt notice of the proceeding to Licensee. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for Licensee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Licensee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid License Fees, and business dislocation expenses, provided that any award to the Licensee will not diminish the Licensor's recovery. Licensee will be entitled to reimbursement for any prepaid License Fee on a prorata basis.

**19. CASUALTY.** Licensor will provide notice to Licensee of any casualty affecting the Property within forty-eight (48) hours of Licensor's actual knowledge of the actual occurrence of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty not caused by Licensee, its employees, agents, or contractors, which renders the Premises unsuitable, in Licensee's reasonable determination, for the use and operation of its Communication Facility, then Licensee may, within thirty (30) days following its receipt of the Licensor's Notice (as hereinafter defined) terminate this Agreement by providing written notice to Licensor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect any insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid License Fee on a prorata basis. In the event Licensee has elected to terminate this Agreement in accordance with this Section, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property, but only until such time as Licensee is able to activate a replacement transmission facility at another location (for clarity purposes, in no event shall such period of time exceed the remaining Term in effect immediately preceding such termination by Licensee); notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including, without limitation, Licensee's requirement to pay the License Fee. If Licensor or Licensee undertakes to rebuild or restore the Property and/or the Communication Facility, as applicable, and Licensee did not elect to terminate the Agreement as provided hereinabove, Licensor agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional License Fee until the reconstruction of the Property and/or the Communication Facility is completed, at which point the temporary transmission and reception facilities must be

removed from the Property. Licensor shall notify Licensee if it intends to rebuild or restore the Property within thirty (30) days after the casualty or other harm (the "Licensor's Notice"). Except for the repair of the Property as stated in this Section 19, Licensor shall not be responsible for any damage caused by vandalism or acts of God. In no event shall Licensor be liable to Licensee for theft of, or damage to, the Communication Facility or interruption or termination of Licensee's operations caused by vandalism, acts of God or an event of Force Majeure. The term "**Force Majeure**" as used in this Agreement shall mean an event that cannot be reasonably foreseen or controlled, including weather conditions, structural failure due to manufacturer's error, ground subsidence, acts of war, labor disputes, terrorists' acts, civil disobedience, vandalism and all other man-made calamities.

**20. WAIVER OF LICENSOR'S LIENS.** Licensor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Licensor consents to Licensee's right to remove all or any portion of the Communication Facility from time to time in Licensee's sole discretion and without Licensor's consent during any applicable Term.

**21. TAXES.** Licensor shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Licensor. Licensee shall be responsible for all taxes and assessments attributable to and levied upon Licensee's improvements (including Licensee's Equipment and Communication Facility) on the Premises and Licensee's use of the Communication Facility. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, charges on rent or licensee fee (except applicable sales and/or use tax (if any) on the License Fee which Licensee agrees to pay together with the License Fee), capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Licensor. Upon receipt or within the earlier of (i) sixty (60) days thereafter, or (ii) such period which permits Licensee to timely pay the assessment or appeal same without the imposition of liens or penalties, Licensor shall provide Licensee with copies of all assessment notices on or including the Premises, along with sufficient written documentation detailing any assessment increases attributable to the Communication Facility. Provided that Licensor has received the notice of taxes and Licensee's timely request for documentation, if Licensor fails to provide such notice to Licensee within a reasonable period of time prior to the deadline imposed by the taxing authority for legal challenge of the assessment or the imposition of penalties or liens, Licensor shall be responsible for the increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Licensor continues to fail in providing timely notice as set forth herein. Licensee, at its sole cost and expense, shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, pay same under protest, or take such other steps as Licensee may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Licensor, Licensee, or both, with respect to the valuation of the Premises. Licensor shall provide reasonable cooperation in the institution and prosecution of any such proceedings and will execute any documents reasonably required therefor, provided that Licensor shall have no obligation to incur any material expense or liability in order to provide such cooperation. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee's action shall belong to Licensee.

(b) Any tax-related notices shall be sent to Licensee in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Licensor shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Licensee.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re Cell Site: WV326  
Fixed Asset No: 11603585  
Suite 13-F West Tower  
575 Morosgo Drive

22. **APPLICATION FOR INITIAL INSTALLATION.**

23. **MODIFICATIONS.** As used in this Agreement, “**Modification**” means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground, (b) any use of space on the ground or on the Tower outside of the Equipment Space, Antenna Space and/or Connections, except as otherwise permitted herein, (c) any change to the shape or location of the Equipment Space, Antenna Space and/or Connections, (d) the addition of generators or generator fuel tanks in any location, (e) any addition, modification, or replacement of equipment on the Tower other than as previously permitted, *provided, however*, that the replacement of equipment on the Tower by new equipment, in the same location as the previously permitted equipment, following prior notice to Licensor fully describing the replacement equipment and the equipment being replaced (provided that in the event of an emergency, such notice as is practicable under the circumstances will be given), shall not constitute a “Modification” if such replacement does not negatively affect the Tower’s loading capacity, as determined by Licensor, or (f) any use of power in excess of the power level previously permitted. The parties acknowledge and agree that a change in frequency by Licensee that does not require or result from a change in equipment on the Tower is not a Modification; however, shall require Licensee to provide prompt written notice to Licensor of such change in frequency use.

- (a) **Modification Application.** Licensee shall apply to make Modifications by submitting a revised Site Engineering Application to Licensor. Licensee shall pay for all costs associated with engineering work associated with the development of the Modification Application. Upon receiving such a Site Engineering Application, Licensor shall advise Licensee of the “**Modification Application Fee**” to be paid by Licensee to Licensor to process the application. The Modification Application Fee shall be reasonably commensurate with the scope and complexity of the proposed Modification.
- (b) **Application Review Process.** Within 30 days of receiving a revised Site Engineering Application for a Modification (hereinafter referred to as a “**First Submittal**”), Licensor shall notify Licensee as to whether it has approved or rejected the revised Site Engineering Application. Once approved, the Site Engineering Application for the proposed Modification shall automatically be deemed to be attached to this Agreement as Exhibit 2 and shall replace the existing Site Engineering Application in its entirety. Licensor shall not be obligated to approve any revised Site Engineering Application for a proposed Modification and has the right to reject such an application in its sole discretion. In the event that Licensor fails to approve or reject any revised Site Engineering Application for a proposed Modification within 30 days of Licensor’s receipt of the First Submittal, Licensee shall send a written notice to Licensor in accordance with Section 17(a) hereof, which notice shall include the following words across the top of the first page in bold, all capital letters, using a font of at least twenty points: “NOTICE OF SECOND SUBMITTAL OF REVISED SITE ENGINEERING APPLICATION FOR A PROPOSED MODIFICATION. FAILURE TO RESPOND WITHIN TEN (10) DAYS OF RECEIPT

OF THIS NOTICE SHALL BE DEEMED APPROVAL”, together with the revised Site Engineering Application for the proposed Modification (hereinafter collectively referred to as the “**Second Submittal**”), In the event Licensor fails to approve or reject the revised Site Engineering Application for proposed Modification within ten (10) days of its receipt of the Second Submittal, such revised Site Engineering Application for proposed Modification shall automatically be deemed approved. After approval or deemed approval, the revised Site Engineering Application for the proposed Modification will be considered incorporated in this Agreement. In the event Licensor timely rejects the revised Site Engineering Application for a proposed Modification, regardless of whether on First Submittal or Second Submittal, then the Licensee, at its option, may further revise the revised Site Engineering Application for proposed Modification and resubmit to Licensor for approval, and such resubmittal shall be considered a First Submittal and may, in Licensor’s discretion, be subject to an additional Modification Application Fee. Licensor shall not be obligated to approve any resubmittal of a further revised Site Engineering Application for a proposed Modification and has the right to reject such an application in its sole discretion. Subject to the terms and conditions of this Section 23(b), Licensee may, at its option, make further revisions to the revised Site Engineering Application for proposed Modification and resubmit for Licensor’s approval. Notwithstanding anything herein to the contrary, Licensor’s approval or deemed approval of a revised Site Engineering Application for a Modification shall not relieve Licensee of its obligation to insure that the Communication Facility and any Equipment installed by Licensee at all times complies with all applicable laws, rules, codes and regulations of any Government Entities, and that such installations by the Licensee will not cause the Property and/or the Tower to fail to comply with any applicable laws, rules, codes and regulations of any Government Entities. Licensor will not knowingly permit or suffer any person to copy or utilize the Site Engineering Application for a Modification for any purpose other than as provided in this Agreement and will return the Site Engineering Application for a Modification to Licensee promptly upon request.

**24. MASTER LEASE.** Licensor and Licensee acknowledge that Licensee’s use of the Premises is subject to the Master Lease. Notwithstanding anything herein to the contrary, since Licensor’s rights in the Property are derived from the Master Lease, the Term and Licensee’s right to extend the Term shall continue and remain in effect only as long as Licensor retains its interest in, under and to the Property. Neither party shall do or permit to be done any act or thing which will constitute a breach or violation of any of the terms, covenants, conditions, or provisions of the Master Lease, and all installations, repairs, maintenance, operation and Modifications shall strictly comply with all requirements imposed by Master Landlord pursuant to the Master Lease. Further, all of the terms, conditions and covenants contained in the Agreement shall be specifically subject to and subordinate to the terms and conditions of the Master Lease. Moreover, Licensee agrees to be bound by and agrees to perform all of the acts and responsibilities required of a lessee, grantee or third party licensee pursuant to the Master Lease as are applicable to the access to and use of the Property. The Licensor has provided a copies of the Master Lease (redacted, as appropriate) as in effect as of the date of the Agreement to the Licensee, and Licensee acknowledges its receipt of the copy of the Master Lease. Licensee agrees that it shall not negotiate with, or communicate directly with, the Master Landlord without Licensor’s written consent.

**25. TERMINATION.** The Agreement shall not be terminated prior to expiration of the Term, except by mutual written consent of the parties or as otherwise expressly provided in the Agreement. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement, without liability to Licensee, with twelve (12) months’ notice, in the event that Licensor is required to incur expenses related to compliance with any order, directive, rule or regulation of a Government Entity that, in Licensor’s sole judgment, will render continued operation of the Property under the Agreement economically unfeasible. In the event of the foregoing termination, Licensee may have the option, but not the obligation, to assume the Master Lease with the Master Landlord, provided that Licensor, in its sole discretion, agrees to the terms and conditions of the assignment and assumption of the Master Lease.

26. **LIENS.** Licensee shall keep the Premises and the Property and any interest it or Licensor has therein, free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee, including any mortgages or other financing obligations. If any lien is filed against the Premises or the Property, or any interest therein, as a result of the acts or omissions of Licensee, its employees, agents or contractors, Licensee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Licensor within 21 days after Licensee receives written notice from any party that the lien has been filed. If Licensee fails to discharge or adequately bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, at Licensor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith. The obligations of this Section 27 shall survive the termination or expiration of the Agreement.

27. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Licensor and Licensee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form License.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of License substantially in the form attached as **Exhibit 27(b)**. Either party may record this Memorandum or Short Form of License at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Licensee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Licensee's use of the Communication Facility on the Property. Licensor agrees to comply with all Laws relating to Licensor's use of the Property and ownership and use of the Tower and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement shall be binding on and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace

and cure periods, to the extent applicable; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(i) **W-9.** Licensor agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee.

(j) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Licensor and Licensee.

(k) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent

(l) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of the Agreement shall be deemed an original.

(m) **Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below.

**WITNESSES:**

**"LICENSOR"**

Parallel Infrastructure LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"LICENSEE"**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**



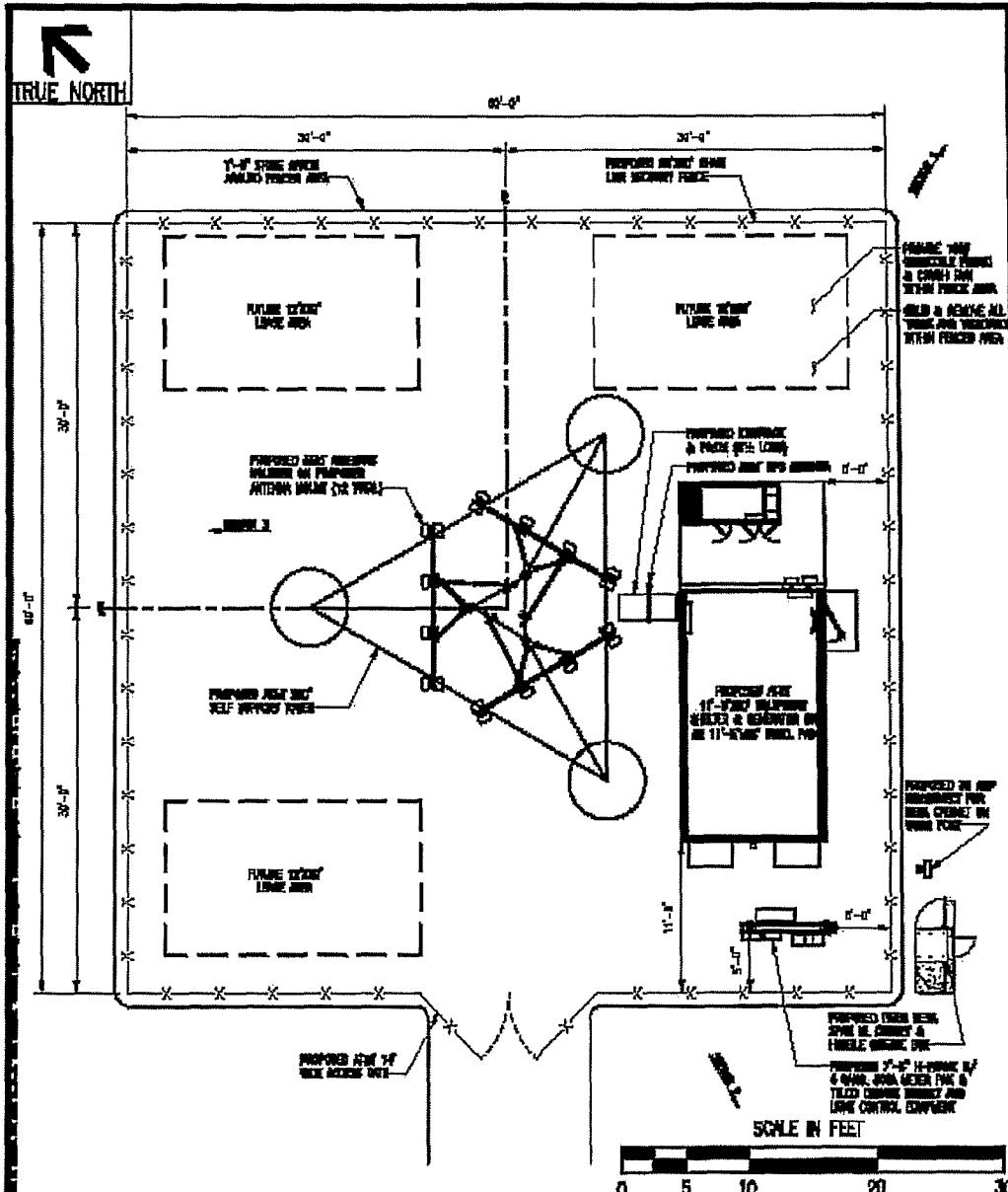
**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_ of \_\_

to the Structure License Agreement dated \_\_\_\_\_, 20\_\_, by and between Parallel Infrastructure LLC, a Delaware limited liability company, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Premises are described and/or depicted as follows:



**BC**  
 architects  
 engineers

**Parallel**  
 INFRASTRUCTURE

GRAYSON  
 KY00017

127 BENTLEY HILL DR  
 CHEVYCHESE, NY 09103

LEASE EXHIBIT			
PROPOSED NUMBER	DATE (18-10-13)	AMOUNT OF A	AREA
1			
2			
3			
4			
5			

SCALE 1"=10'



**EXHIBIT 2**

**APPROVED SITE ENGINEERING APPLICATION**

Page 1 of 3

to the Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Parallel Infrastructure LLC, a Delaware limited liability company, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

**The identification of frequencies listed on this exhibit is disclosed for the purpose of allowing Licensor to comply with its obligations to prevent interference with Licensee's equipment. Licensee may transmit and receive signal to and from its Equipment using the listed frequencies and any and all other frequencies it may own or control, so long as such transmission and reception of signal complies with the non-interference obligations set forth in the Agreement.**

PLEASE COMPLETE THE FOLLOWING APPLICATION FOR THE SITE YOU ARE INTERESTED IN CONSTRUCTING OR INSTALLING UPON. THIS INFORMATION IS USED TO ASSESS OCCUPANCY SUITABILITY AND FOR PREPARATION OF THE AGREEMENT. THIS APPLICATION MUST BE COMPLETED IN ITS ENTIRETY.

<b>SUBMITTAL DATE</b>	12/10/13						
<b>SITE INFORMATION</b>							
Parallel Infrastructure Site ID:	KY17			Lessee Site ID:	WV326		
Parallel Infrastructure Site Name:	Grayson			Lessee Site Name:			
Street Address:	127 Beverly Hills Drive						
City:	Grayson	County:	Carter	State:	KY	Zip:	41143
Latitude (NAD 83):	38-19-38.7			Longitude (NAD 83):	-82-55-31.9		
Desired Installation Date:	TBD						

<b>APPLICANT INFORMATION (as it should appear on the lease agreement)</b>							
Company Name:	New Cingular Wireless PCS, LLC						
Street Address:	575 Morosgo Dr, 13-F West Tower						
City:	Atlanta	State:	GA	Zip:	30324		
Phone:	-	Fax:	-				
Entity Type (Partnership, Corporation., etc):	Delaware LLC						

<b>LESSEE LEGAL NOTICE INFORMATION (additional notice)</b>							
Company Name:	New Cingular Wireless PCS, LLC						
Point of Contact:	ATTN: Legal Department						
Street Address:	208 S Akard St						
City:	Dallas	State:	TX	Zip:	75202		
Phone:	-	Fax:	-				

<b>CARRIER CONTACT INFORMATION (market contact of lessee)</b>							
Company Name:	New Cingular Wireless PCS, LLC dba AT&T Mobility						
Point of Contact:	Carol Murphy						
Street Address:	4801 Cox Rd						
City:	Richmond	State:	VA	zip	23208		
Phone:	804-290-2015	Fax:	-				
E-mail:	Cm9506@att.com						

<b>BILLING INFORMATION (if different from lessee information)</b>							
Company Name:	New Cingular Wireless PCS, LLC						
Point of Contact:	N/A						
Street Address:	575 Morosgo Drive						
Atlanta	Atlanta	State:	GA	Zip:			
	-	ext.	Fax:	-			

<b>CUSTOMER REPRESENTATIVE/SITE ACQUISITION CONTACT INFORMATION (primary point of contact for application information)</b>							
Company Name:	Bechtel Communications/Wireless Group, LLC						
Point of Contact:	Sammy Black						
Street Address:	4805 Lake Brook Dr, Suite 103						
City:	Richmond	State:	VA	Zip:	23060		
Phone Number:	828-964-8282 ext.			Fax:	-		
E-mail:	samuel.black20@gmail.com						

<b>ADDITIONAL CARRIER INFORMATION (supplemental points of contact for application information)</b>							
Leasing Contact:	Name: Sammy Black	Phone: 828-964-8282	Email: samuel.black20@gmail.com				
RF Contact:	Name: Lamline Diedahou	Phone: 540-983-6029 ext.	Email: ld2088@att.com				
Legal Review Contact:	Name: Felicia Fuller	Phone: 804-334-1491 ext.	Email: fuller@bechtel.com				
Zoning Contact:	Name: Sammy Black	Phone: 828-964-8282 ext.	Email: samuel.black20@gmail.com				
Construction Contact:	Name: Tami Samoriga	Phone: 304-673-2639 ext.	Email: ts957b@att.com				
Emergency Contact:	Name: Sammy Black	Phone: 828-964-8282 ext.	Email: samuel.black20@gmail.com				

<b>ANTENNAS &amp; TRANSMISSION LINES</b>			
Lessee Owned Antennas	Sector 1	Sector 2	Sector 3

Antenna Height ACL	245.06'	245.06'	245.06'
Antenna Quantity	4	4	4
Antenna Manufacturer	Andrew Commscope/Ericsson	Andrew Commscope/Ericsson	Andrew Commscope/Ericsson
Antenna Model (Attach Spec Sheet)	(3) SBNHH-1D65B Antenna 1-3 (1) KRC 118056-1 Antenna 4	(3) SBNHH-1D65B Antenna 1-3 (1) KRC 118056-1 Antenna 4	(3) SBNHH-1D65B Antenna 1-3 (1) KRC 118056-1 Antenna 4
Antenna Dimensions	L 72" x W 11.9" x D 7.1" x 3 lbs 50.7 L 78" x W 14.8" x D 9.5" x 1 lbs 135	L 72" x W 11.9" x D 7.1" x 3 lbs 50.7 L 78" x W 14.8" x D 9.5" x 1 lbs 135	L 72" x W 11.9" x D 7.1" x 3 lbs 50.7 L 78" x W 14.8" x D 9.5" x 1 lbs 135
Antenna - Upright/Inverted	upright	Upright	Upright
ERP (Watts)	400 W	400 W	400 W
Azimuth	60	180	300
Antenna Mount Type	SF-U12-3-98	SF-U12-3-96	SF-U12-3-96
Tower Mount Amplifiers (TMA)	RRUS-12 X 4	RRUS-12 X 4	RRUS-12 X 4
RRF Manufacturer	Ericsson	Ericsson	Ericsson
Demarcation Fiber & DC Model	1/ DC6-48-60-18-8F (Squid)	1/ DC6-48-60-0-8F	1/ DC6-48-60-18-8F (Squid)
TMA Dimensions	L " x W " x D "	L " x W " x D "	L " x W " x D "
Number of Transmission Lines	6 DC trunk cable/ 2 fiber trunk cable 18 pair		
Diameter of Transmission Lines	3/4 & 3/4		
<b>Satellite/GPS Antennas</b>			
Model:		Size: (Select)	Mounting: (Select)
GPS:	(Select)	Mounting Height (If on tower):	

<b>GROUND EQUIPMENT</b>			
Dimensions of Lessee's Building or Pad:	L28' x W12' x H10'	Total Ground Space:	L28' x W12' x H10' 336 Sq. Ft
Power Requirements (volts):		HVAC Requirements (BTU):	
Required AC Breaker (amps):	200	Maximum AC Current Draw @ Given Line Voltage (amps):	200
Back Up Power Required?	Lessee shelter	Back Up Power Space	In shelter' Kilowatt Output: 50 kW
Generator Make:	Generac	Generator Model:	Generator Dimensions: 'x '
Fuel/Type Containment:	Diesel/Self Contained	Fuel Tank Capacity:	200 Fuel Tank Dimension: 'x '
<b>If Installing In existing Lessor building:</b>			
# of Cabinets:	Cabinet Dimensions: L " x W " x H "	Total Floor Space Required:	
# of Racks	Rack Dimensions: L " x W " x H "	'x '( Total Sq. Ft)	
Equipment Manufacturer:		Equipment Model:	
Type (Terminal, Transmitter, Repeater, etc):		# of Units:	
Using TX Combining?	(Select)	Using RX Multicoupling	(Select) Filters/Duplexers Make & Model:

<b>FREQUENCY</b>			
Technology Type	Tx Frequencies	Rx Frequencies	Transmit Power (watts)
PCS, LTE, UMTS, AWS, WCS	1970-1975 869.04-879.99 890.01-891.48	1850-1865 824.04-834.99 845.01-846.49	400 W



Cellular			W
Broadcasting			W
PCS, LTE, UMTS, AWS, WCS	740-746 AWS 2110-2120 WCS 2350-2355	710-716 716-722 AWS 1710-1720 WCS2305-2310	400 W
Call Sign:		FCC License Expiration Date:	

ADDITIONAL INFORMATION OF PROPOSED INSTALLATION / SPECIAL INSTRUCTIONS
1/ DC6-48-60-18-8F (Squid) One sector 1/ DC6-48-60-0-8F One Sector 1/ DC6-48-60-18-8F (Squid) One sector RRUS-12 Four per sector 2 Fiber Trunk Cable 18 pair 6 DC Trunk Cable SBNHH-1D65B/ 3 per sector HEX KRC 118056-1 / 1 per sector AIR 2 sector mounts 1 per sector

- Modifications to the tower site may be subject to local zoning approval.
- If available, please attach manufacturer's equipment specifications for antennas, mounts, cabinets, shelters, etc.
- When requesting ground space, do not include a buffer around your desired physical footprint. Parallel infrastructure, at its sole discretion, will provide a non-exclusive buffer between your installation and other proposed and/or existing tenants to allow for access and maintenance



## EXHIBIT 22

Licensor and Licensee agree as follows:

A. **Performance of Work** All Work shall be performed at Licensee's sole cost and expense. Licensee shall perform, or cause to be performed, all of the Work in strict compliance with the plans and specifications approved by Licensor pursuant to the Site Engineering Application attached to the Agreement as Exhibit 2 and in accordance with the provisions of the applicable law. Licensee shall ensure that the Work does not interfere with the operation of any communications systems and/or equipment of any other users of the Property in accordance with the provisions of this Agreement. Nothing contained in the Agreement, including in this Section A, shall be deemed to permit Licensee to install any Equipment that would cause the Property's failure to comply with applicable engineering structural standards generally applied to communications towers or applicable law or which conflict with the rights of any third party with respect to space on the Tower facility at the Property. Prior to undertaking any Work at the Property, Licensee shall give Licensor at least seven Business Days' advance written notice thereof, which notice shall include a brief description of the Work and the time at which it will be undertaken. "Business Days" as used in this Agreement, shall mean any day other than a Saturday, Sunday or a federal holiday.

B. **Contractors**. Licensee shall use only licensed contractors and subcontractors approved in writing by Licensor to complete all Work, *provided* that such approval shall not be unreasonably withheld, conditioned, or delayed. All Work shall be performed by a licensed and bonded contractor and all contractors shall carry workers' compensation insurance, commercial general liability insurance, automobile insurance and excess liability insurance as provided in Section 7 (Insurance) hereof.

C. **As-Built and Site Drawings**. No later than 20 Business Days following the completion of Work at the Property, Licensee shall pay to the Licensor the site inspection fee of \$2,500.00 (the "Site Inspection Fee"), for which Licensor shall complete an inspection and provide Licensee with an inspection report therefor, and provide Licensor with (a) electronic and hard copies of as-built drawings, including any photographs, of the Equipment and Communications Facility installed at the Property ("As-Built Drawings"), (b) a copy of a site drawing precisely identifying the location of Licensee's shelter, cabinets, cable runs, generators, utility lines and other pertinent installations ("Site Drawings"), (c) the date(s) during which such Work was performed, and (d) a certification in writing that the installation or construction has been completed in substantial conformance to the approved Site Engineering Application. Within 30 days of receipt of Licensee's As-Built Drawings, Licensor shall send a letter to Licensee to notify Licensee of defects or deficiencies of Licensee's initial installation or Modification at the Property or of Licensor's approval of the Work. Without limiting Licensee's obligation to make all installations or construction on the Premises in accordance with the approved Site Engineering Application for initial installation or Modification and Licensee's obligation to ensure that any installation or construction on the Premises by Licensee complies at all times with all applicable laws, rules, codes and regulations of Government Entities having jurisdiction over the Property, in the event Licensor fails to send a letter to Licensee within such thirty (30) day period after receipt of the As-Built Drawings notifying of any defects or deficiencies of Licensee's initial installation or Modification at the Property, then such initial installation or Modification shall be deemed approved by Licensor. Licensee agrees to cure such noted defects or deficiencies as soon as practicable, but in no event later than 30 days after the date of Licensor's notice. If Licensee fails to cure such defects or deficiencies within such 30-day time period, Licensor may perform the work necessary to cure them and Licensee shall promptly pay Licensor's actual costs for performing such work plus 20% of such costs. Further, if Licensee fails to provide Licensor with As-Built Drawings during the foregoing 20-Business Day period and such As-Built Drawings are not received by Licensor within 10 Business Days following notice to Licensee of such failure, Licensor may order such As-Built Drawings and Licensee shall reimburse Licensor for Licensor's actual costs related thereto plus 20% of such costs within 30 days of Licensor's delivery to Licensee of a written invoice for such costs and a copy of such As-Built Drawings. Licensor reserves the right to perform pre-installation or post-installation audits and review with Licensee and Licensee shall fully

cooperate with any such reasonable request by Licensor and shall respond to and address any reasonable concern of Licensor as a result of such audit.

**Exhibit 27(b)**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**MEMORANDUM OF LEASE**

**Prepared by:**

**SAC NAME**

**SAC FIRM**

**FIRM ADDRESS**

**CITY, STATE ZIP**

**Return to:**

\_\_\_\_\_  
\_\_\_\_\_

Re: Cell Site # ; WV326 Cell Site Name: WV326  
Fixed Asset Number: 11603585  
State: Kentucky  
County: Carter

**MEMORANDUM  
OF  
LICENSE**

This Memorandum of License is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Parallel Infrastructure LLC, a Delaware limited liability company, having a mailing address of 4601 Touchton Road East, Bldg 300, Suite 3200, Jacksonville, FL 32246 (hereinafter referred to as "**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of Suite 13-F West Tower, 575 Morosgo Driver, Atlanta, GA 30324 (hereinafter referred to as "**Licensee**").

1. Licensor and Licensee entered into a certain Structure License Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial license term will be ten (10) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being license to Licensee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of License as of the day and year first above written.

**"LICENSOR"**

Parallel Infrastructure LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"LICENSEE"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**LICENSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Licensee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Licensee.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LICENSOR ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 20\_\_, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of Parallel Infrastructure LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 1**

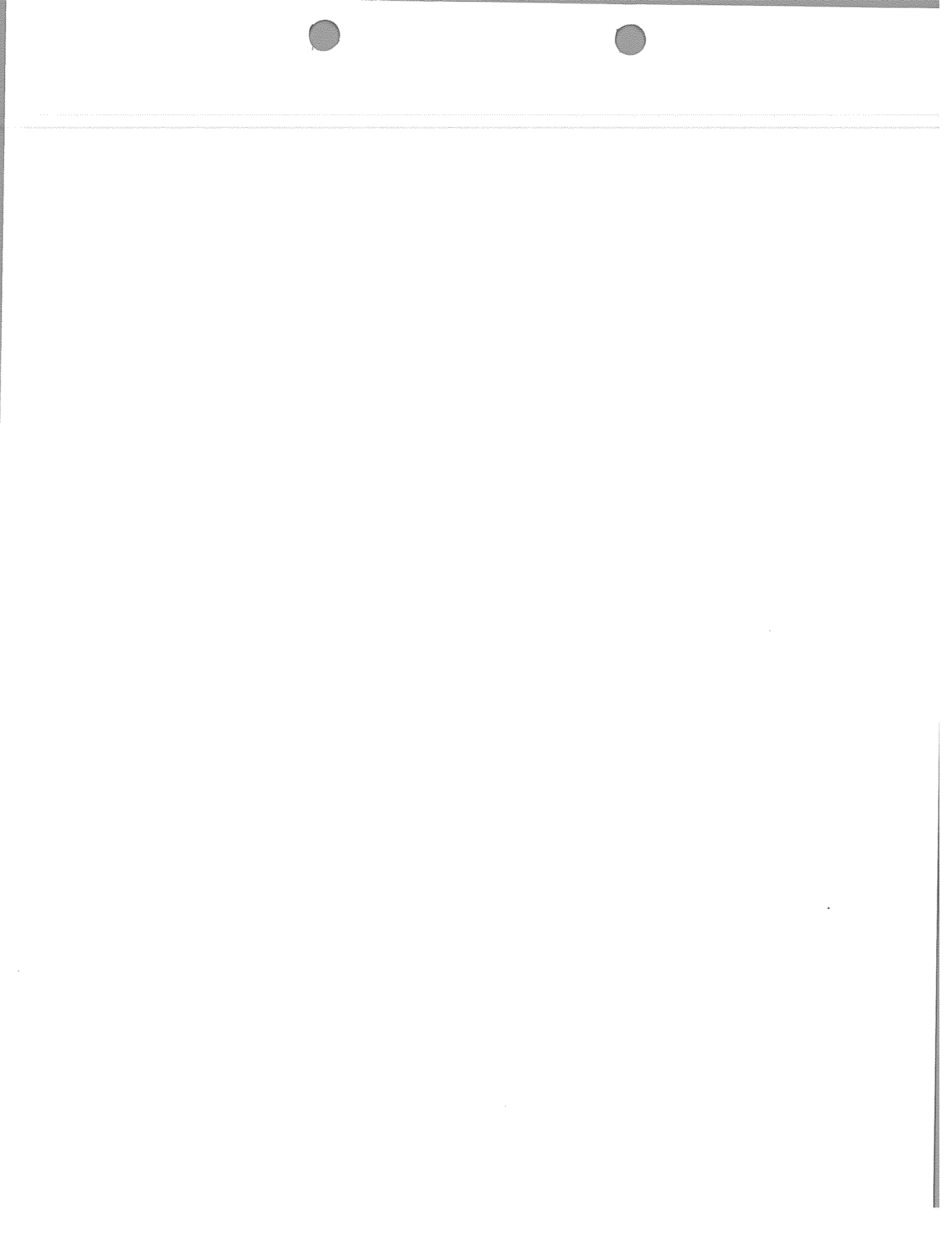
**DESCRIPTION OF PREMISES**

Page \_\_\_\_ of \_\_\_\_

to the Memorandum of License dated \_\_\_\_\_, 20\_\_\_\_, by and between Parallel Infrastructure LLC, a Delaware limited liability company, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Premises are described and/or depicted as follows:





Edward Wisz  
3220 Winterfield Road  
Midlothian, Virginia 23113

1- (804) 721-3344 - mobile  
(804) 897-3344 - home  
email: bump30@aol.com

## EXPERIENCE

### *Director, Program Management*

Parallel Infrastructure  
Richmond, Virginia 08/2013- present

- Program management for all new cell site construction and carrier collocations in Mid-Atlantic Region
- Management of all vendors and subcontractors
- Creation of all financial forecasts and budget tracking on by-site and portfolio basis
- Responsible for daily site operations for all completed towers, including collocation work, maintenance, lighting, and monitoring

### *New Site Build Manager*

AT&T Mobility  
Richmond, Virginia 02/2012- 08/2013

- Project and program management of all area new site builds and site acquisition services.
- Responsible for financial forecasting for all program initiatives.
- Management of turf vendors and subcontractors to ensure execution of all site deliverables, timelines, and adherence to budgets.
- Overall responsibility for and reporting of all databases (CASPR, Siterra, CSS, Swiftrac).

### *Special Projects Manager*

AT&T Mobility /Tek Systems  
Richmond, Virginia 11//2010- 02/2012

- Project management of over 200 Special Projects, including all regional site modifications, relocations, decommissions, GSM equipment harvesting, site optimizations, and generator installations.
- Management of turf vendor and subcontractors to ensure execution of all site deliverables, timelines, and budgets.
- Conduct site inspections to ensure compliance to plans and audits of construction quality.
- Management of budgets by project and overall initiative.
- Management of all temporary Cow and Colt deployments.
- Reporting and forecasting of all major site milestones.
- Review and approval of all site diligence and completion of close out package documentation.

### *Project Manager- New Site Development*

Smartlink, LLC for Clearwire (Contractor)  
Herndon, Virginia 11/2009- 02/2010

- Managed four third party vendors responsible for turn-key new site development of 240 initial launch wireless sites.
- Reporting of all site timelines and deliverables to ensure coverage and microwave path completion.
- Primary approval of lease terms including monthly rental amounts.

### *Vice President- Development*

Diamond Communications LLC  
Richmond, Virginia 05/2006- 02/2009

- Responsible for nationwide new wireless site development and construction; formulation of Cap Ex budgets, project cost and status tracking, including all construction milestones and carrier deployment reporting.
- Review, analysis, and valuation of available tower portfolio transactions, including on-site inspections and inventory auditing.
- Supervision of all construction, engineering, and real estate plans from conception to completion; liaise between carriers, vendors, legal, administrative, and operations personnel to ensure timely execution of projects.
- Responsible for construction bidding, vendor hiring, and negotiation of vendor services agreements.
- Maintained 100% construction safety record.

### *V.P./G.M., Southeast*

TowerCo, LLC  
Richmond, Virginia 05/2004- 04/2006

- Responsible for nationwide new tower construction and collocations on existing sites, including full budget development, project management, and milestone tracking of same.
- Review and approval of all A&E plans for site collocations and site modifications.
- Responsible for management, integration, and operation of acquired tower assets nationwide.

- Principle development point of contact for major carrier build outs.
- Maintained 100% construction safety record.
- Responsible for responding to all carrier R.F.P. and R.F.Q's for build to suit tower construction/site development.

***General Manager, Mid-Atlantic & Southeast Regions***

AAT Communications Corporation

Richmond, Virginia 05/1999 – 04/2004

- Responsible for multi-regional (12 states) productivity results including development of new sales revenue, build to suit site construction, marketing of company sites and professional services, management of budget with full P&L responsibility, supervision of technical services, sales, maintenance, and site acquisition departments.
- Design and implementation of operations, budget, and sales plans; realized growth of regional EBITDA in excess of 100% in less than two years.
- Develop/maintain relationships with wireless carriers; negotiate Services/License Agreements with same.
- Establish and maintain all vendor relationships, issuance of R.F.P/R.F.Q's, negotiation of all vendor and subcontractor agreements, provisioning of materials and supplies, cost tracking, and ordering.
- Regional revenue, lease-up, and construction forecasting and reporting; analysis of single sites and portfolios of towers available for purchase, including future lease projections and valuations.
- Overall personnel responsibility including interviewing, training, performance reviews, and goal/agenda planning.

***Manager, Bay Consumer Sales and Service***

Pacific Bell/SBC Communications

Rohnert Park, California 06/1997-05/1999

- Lead, motivate, coach, and develop sales team responsible for all customer inquiries.
- Responsible for managing all employee results including sales revenue, productivity, customer satisfaction, quality assurance, and service order accuracy.
- Responsible for employee performance reviews and training.
- Design and implement weekly/monthly/yearly performance plans that produced individual and team results which met and/or exceeded objectives.
- Work with union representatives to establish relationships and plans to help achieve joint goals; resolution of union grievances/disputes.
- Responsible for resolution of all customer complaints and escalations.

**Education**

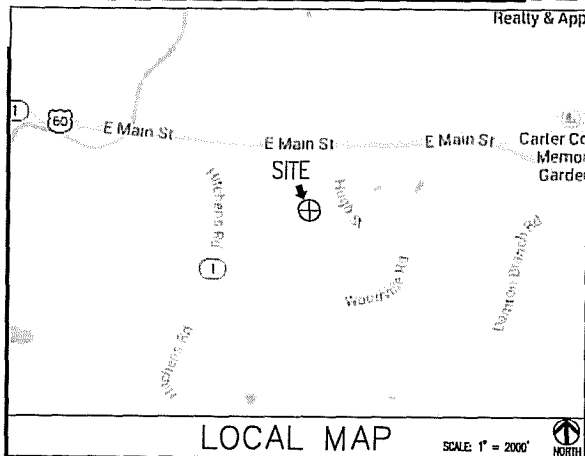
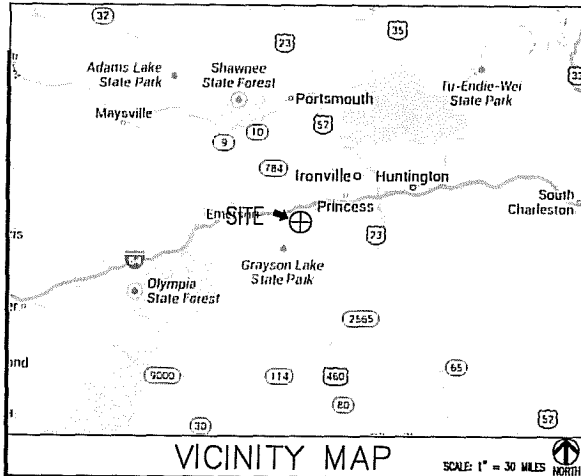
1991 Bachelor of Arts Degree- Economics. Saint Thomas University Fredericton, New Brunswick Canada

2005 OSHA Occupational Safety and Health Certification

2006 RSI Site Safety Awareness Certification

# Parallel INFRASTRUCTURE

SITE NAME:  
**GRAYSON**  
SITE NUMBER:  
**KY00017**



**DIRECTIONS TO SITE:**  
HEAD SOUTHWEST ON I-84 W ENTERING KENTUCKY 2&B W TAKE EXIT 181 FOR US-50 0.3 MI TURN RIGHT ONTO US-50 W 0.9 MI TURN LEFT ONTO HIGHWAY 60 W TAKE THE 1ST RIGHT ONTO HIGH ST, ARRIVE AT SITE

# Parallel INFRASTRUCTURE

PROJECT DESCRIPTION:  
**PROPOSED 250' SELF SUPPORT TOWER  
IN A NEW FENCED COMPOUND**

**EMERGENCY:  
CALL 911**

**CALL KY ONE CALL FOR UNDERGROUND UTILITIES PRIOR TO  
DIGGING (800) 552-7001**

APPROVAL - PARALLEL INFRASTRUCTURES							
PROPERTY OWNER / OWNERS AGENT	PRINT	SIGNATURE	PHONE NUMBER DATE				
CONSTRUCTION MGR.	PRINT	SIGNATURE	PHONE NUMBER DATE				
ZONING MGR.	PRINT	SIGNATURE	PHONE NUMBER DATE				
SITE ACQUISITION MGR.	PRINT	SIGNATURE	PHONE NUMBER DATE				
APPROVAL - CARRIER							
RF MGR.	PRINT	SIGNATURE	PHONE NUMBER DATE				
CONSTRUCTION MGR.	PRINT	SIGNATURE	PHONE NUMBER DATE				
OTHER	PRINT	SIGNATURE	PHONE NUMBER DATE				
REV. NO.	DESCRIPTION	BY	DATE	REV. NO.	DESCRIPTION	BY	DATE
1				5			
2				6			
3				7			
4				8			

**ARCHITECT AND ELECTRICAL ENGINEER:**  
BC ARCHITECTS ENGINEERS, P.L.C.  
800 COLUMBIA PKWY, SUITE 101  
FALLS CHURCH, VA 22041-2868  
TEL: (703) 871-8000 CONTACT: CHRIS MORIN  
FAX: (703) 871-8300

**SURVEYOR:**  
SHAWTEE  
111 ELKINS STREET  
FAIRMONT, WY 28564  
TEL: (304) 818-8192 CONTACT: STEVEN A. CAIN  
FAX: (304) 307-8403

**ARCHITECT:**  
BC ARCHITECTS ENGINEERS, P.L.C.  
800 COLUMBIA PKWY, SUITE 101  
FALLS CHURCH, VA 22041-2868  
TEL: (703) 871-8000 CONTACT: BRIAN QUINN  
FAX: (703) 871-8300

**UTILITIES:**  
**POWER COMPANY:**  
COMPANY NAME: APPALACHIAN POWER  
CONTACT: CUSTOMER SERVICE  
TEL: (800) 902-4237  
FAX: -

**TELEPHONE COMPANY:**  
COMPANY NAME: WINSTROM  
CONTACT: CUSTOMER SERVICE  
TEL: (800) 474-8426  
FAX: -

**SITE NAME:**  
GRAYSON

**SITE NUMBER:**  
KY00017

**SITE ADDRESS:**  
127 BEVERLY HILLS DRIVE  
GRAYSON, KY 41143

**PROPERTY OWNER:**  
JAMES R. AND BEVERLY G. ORRITT  
127 BEVERLY HILLS DRIVE  
GRAYSON, KY 41143  
TEL: (606) 318-2972

**APPLICANT BUILDING INFO:**  
PARALLEL INFRASTRUCTURES  
4801 TOUCHTON ROAD EAST  
JACKSONVILLE, FL 32218  
TEL: (904) 450-4833 CONTACT: ED WISZ  
TEL: (904) 238-1402

**PROJECT DESCRIPTION:**  
AN UNMANNED REMOTE TELECOMMUNICATIONS FACILITY  
CONSISTING OF A NEW 250' SELF SUPPORT IN A NEW 60'X60'  
FENCED COMPOUND

**ADA COMPLIANCE:**  
FACILITY IS UNMANNED AND NOT  
FOR PUBLIC FREQUENTATION

**PROJECT DATA:**  
ZONING: N/A  
TAX PARCEL NUMBER: 105-40-04-00120  
LEASE AREA: 3,800 SQ. FT.  
JURISDICTION: CARTER COUNTY

**GEOGRAPHIC COORDINATES:**  
LATITUDE: 37° 16' 38.4" N  
LONGITUDE: 82° 55' 32.3" W  
20' GROUND ELEVATION: 733.41' AMSL

**CODE COMPLIANCE:**  
IBC 2006  
NEC 2008

SHEET NUMBER:	DESCRIPTION:
T-1	TITLE SHEET, VICINITY MAP AND GENERAL INFORMATION
C-1	SURVEY
C-2	SURVEY
C-3	SURVEY
A-0	SITE PLAN
A-1	ENLARGED SITE PLAN
A-2	TOWER ELEVATION
A-3	FENCE, GATE AND COMPOUND CROSS SECTION DETAIL

CONSULTING TEAM

PROJECT SUMMARY

SHEET INDEX

# Parallel INFRASTRUCTURE

4801 TOUCHTON ROAD EAST  
JACKSONVILLE, FL 32248

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF PARALLEL INFRASTRUCTURES AND THEIR USE AND REPRODUCTION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM PARALLEL INFRASTRUCTURES. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH PARALLEL INFRASTRUCTURES WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE FRAUD UNDER PENALTY OF ACCEPTANCE OF THESE RESTRICTIONS.

# BC

architects  
engineers

800 COLUMBIA PKWY, SUITE 101  
FALLS CHURCH, VA 22041-2868  
TEL: (703) 871-8000  
FAX: (703) 871-8300

SHEET REVISION

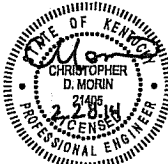
NO. DESCRIPTION BY DATE

NO.	DESCRIPTION	BY	DATE

SITE NUMBER:  
**KY00017**  
SITE NAME:  
**GRAYSON**

SITE ADDRESS:  
127 BEVERLY HILLS DRIVE  
GRAYSON, KY 41143

STAMP HERE:



DRAWN BY: AV  
CHECKED BY: BMQ  
DATE DRAWN: 02-28-14  
SUBMISSION: ZONING  
SHEET TITLE:

TITLE SHEET,  
VICINITY MAP  
AND GENERAL  
INFORMATION

SHEET NUMBER: REV. #

T-1

LEGEND

CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊕
TELE. LINE	-T-	PP W/ G. WIRE	⊕
GUARD RAIL	-R-	LIGHT POLE	☆
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

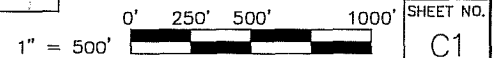
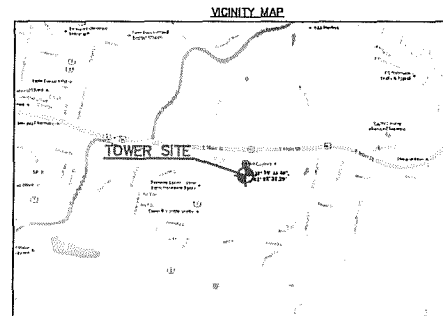
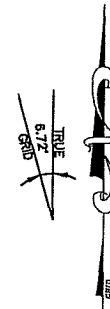
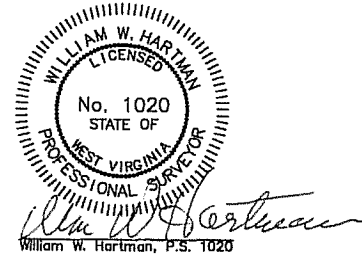
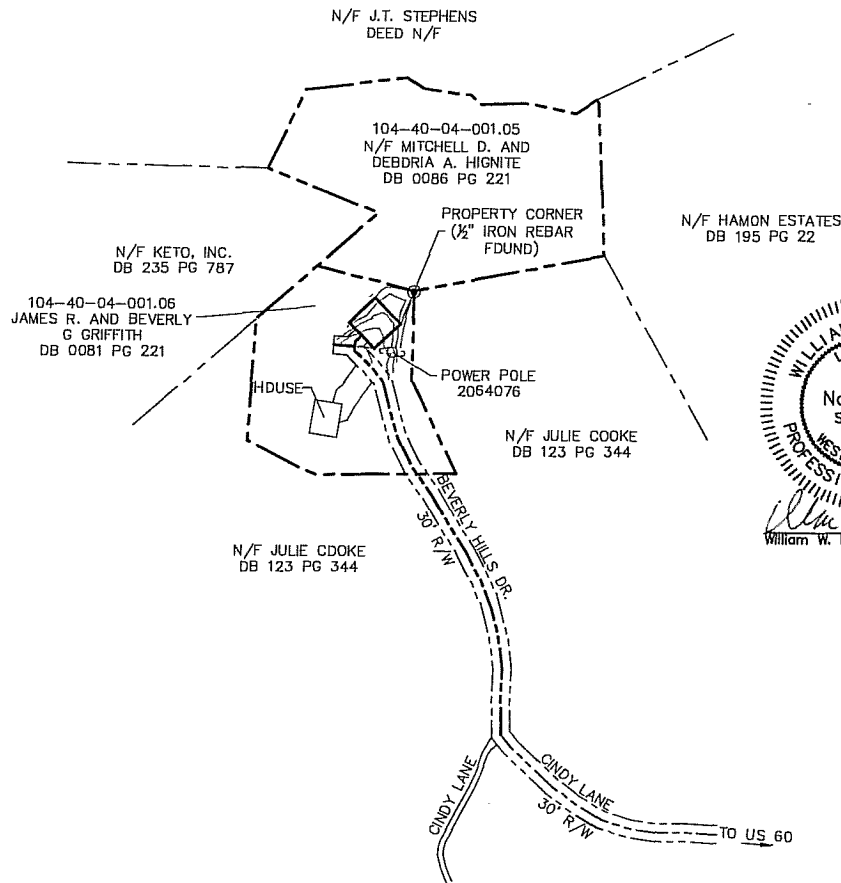
REFERENCE:  
1.) DB 0081 PG 221

NOTES:

- THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
- ALL BEARINGS ARE KENTUCKY STATE GRID, ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 88.
- TAX MAP PARCEL NO. 104-40-04-001.06.
- THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER PHONE CALL TO CARTER COUNTY PLANNING DEPARTMENT. (606) 255-7535
- RATIO OF PRECISION = 1/10,000.
- AREA BY COORDINATE METHOD.
- THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.
- BEING SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, EASEMENTS, UTILITIES, COVENANTS, EXCEPTIONS, CONVEYANCES, LEASES, AND EXCLUSIONS PREVIOUSLY IMPOSED AND APPEARING OF RECORD, AND THOSE NOT OF RECORD

NOTE:  
THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY BY STANTEC. PROPERTY LINES WERE APPROXIMATED FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD FROM SURVEYS AND DOCUMENTS PROVIDED TO THE SURVEYOR BY THE DOWNER OR CLIENT.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 21019CD130D DATED 8/5/2013; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE A, B, OR V.



SHEET NO.  
C1

**BC**  
architects  
engineers

5681 COLUMBIA PIKE, SUITE 200  
FALLS CHURCH, VA 22041-2668  
TEL: (703) 671-6000  
FAX: (703) 671-8300

**Stantec**

**Parallel**  
INFRASTRUCTURE

4601 TROSPER ROAD SUITE  
ROCKWELL, N.C. 28684

2					
1					
0	02/27/14	FINAL SURVEY			
B					
A					
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED: C. MORIN	DRAWN: CR		

KY00017

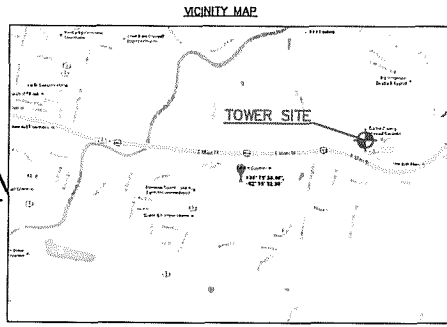
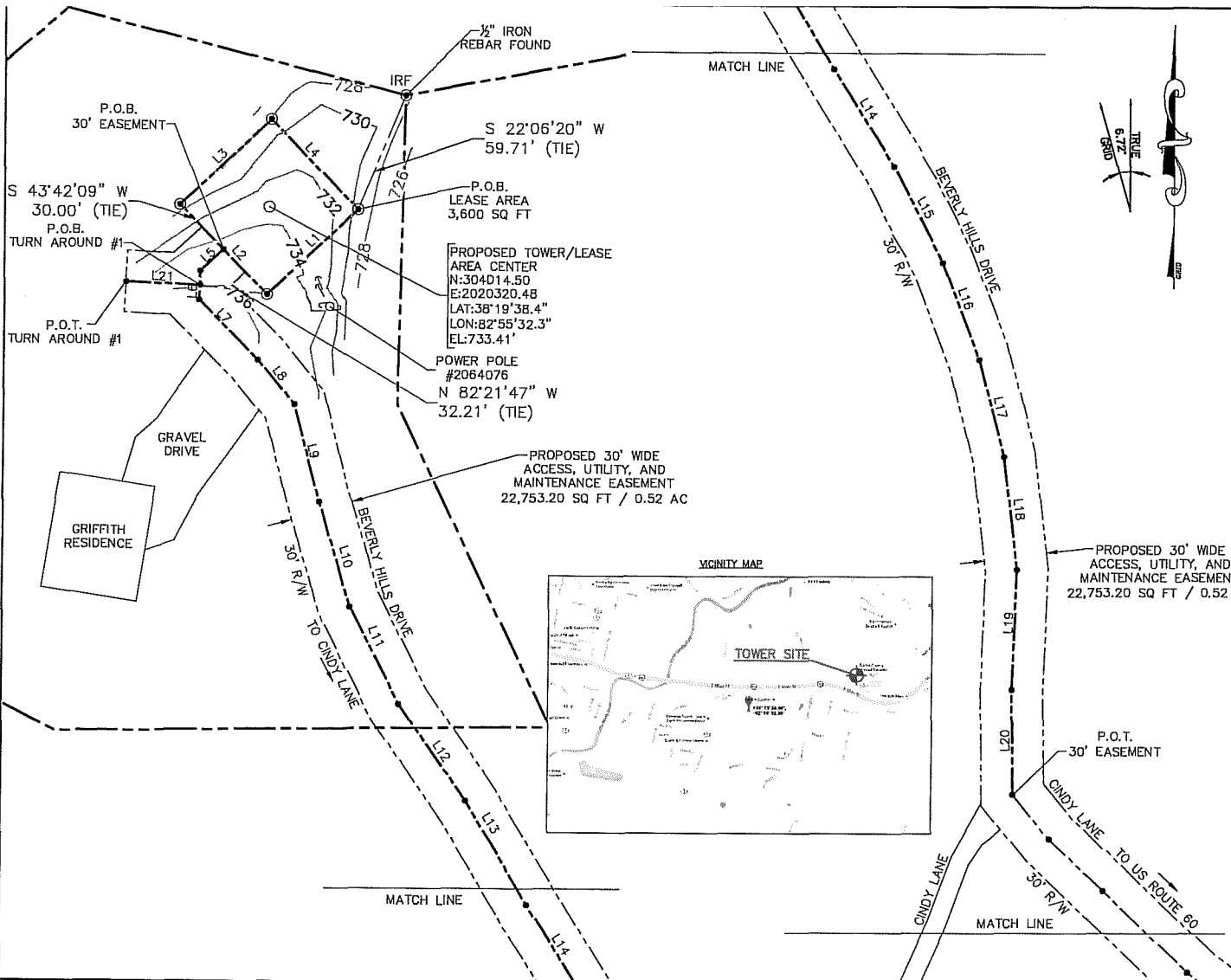
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127 BEVERLY HILLS DR.  
GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS  
FALLS CHURCH, VA

GRAYSON, KY  
SITE: KY00017

BC	DRAWING NUMBER	REV
	KY00017	0

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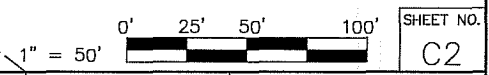
LEGEND			
CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊕
TELE. LINE	-T-	PP W/ G. WIRE	⊕
GUARD RAIL	-R-	LIGHT POLE	⊕
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

REFERENCE:  
 1.) DB 0081 PG 221

- NOTES:
- THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
  - ALL BEARINGS ARE KENTUCKY STATE GRID, ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 88.
  - TAX MAP PARCEL ND. 104-40-D4-001.06. THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER PHONE CALL TO CARTER COUNTY PLANNING DEPARTMENT. (606) 255-7535
  - RATIO OF PRECISION = 1/10,000.
  - AREA BY COORDINATE METHOD.
  - THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.
  - BEING SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, EASEMENTS, UTILITIES, COVENANTS, EXCEPTIONS, CONVEYANCES, LEASES, AND EXCLUSIONS PREVIOUSLY IMPOSED AND APPEARING OF RECORD, AND THOSE NOT OF RECORD

NOTE:  
 THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY BY STANTEC. PROPERTY LINES WERE APPROXIMATED FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD FROM SURVEYS AND DOCUMENTS PROVIDED TO THE SURVEYOR BY THE OWNER OR CLIENT.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 21019C0130D DATED 8/5/2013; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE A, B, OR V.



SHEET NO. C2

**BC**  
 architects  
 engineers  
 5061 COLUMBIA PKWY, SUITE 200  
 FALLS CHURCH, VA 22041-2606  
 TEL: (703) 671-0000  
 FAX: (703) 671-0000

**Stantec**

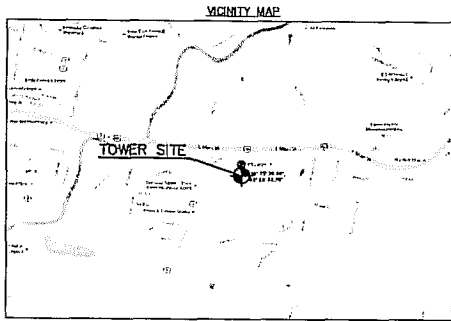
**Parallel**  
 INFRASTRUCTURE  
 4601 TUCKER ROAD SUITE  
 FLEMING, VA 22041

2					
1					
0	02/27/14	FINAL SURVEY			
B					
A					
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED: C. MORIN	DRAWN: CR		

KY00017  
 SITE ADDRESS:  
 127 BEVERLY HILLS DR.  
 GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS FALLS CHURCH, VA		
GRAYSON, KY SITE: KYD0017		
BC	DRAWING NUMBER	REV
	KYD0017	0





LINE	BEARING	DISTANCE
L1	S 46°17'51" W	60.00'
L2	N 43°42'09" W	60.00'
L3	N 46°17'51" E	60.00'
L4	S 43°42'09" E	60.00'
L5	S 46°17'51" W	15.00'
L6	S 02°53'13" W	14.10'
L7	S 44°18'48" E	40.44'
L8	S 39°03'09" E	27.82'
L9	S 14°28'55" E	48.71'
L10	S 16°32'13" E	52.98'
L11	S 26°41'11" E	52.61'
L12	S 34°30'34" E	56.90'
L13	S 30°11'22" E	58.50'
L14	S 32°02'18" E	55.36'
L15	S 26°41'12" E	52.61'
L16	S 20°48'15" E	50.37'
L17	S 14°28'57" E	48.71'
L18	S 06°49'13" E	54.93'
L19	S 01°59'40" W	58.34'
L20	S 00°49'27" E	50.98'

**30' ACCESS, UTILITY, AND MAINTENANCE EASEMENT**

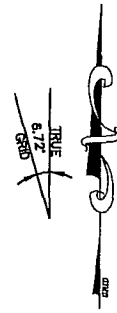
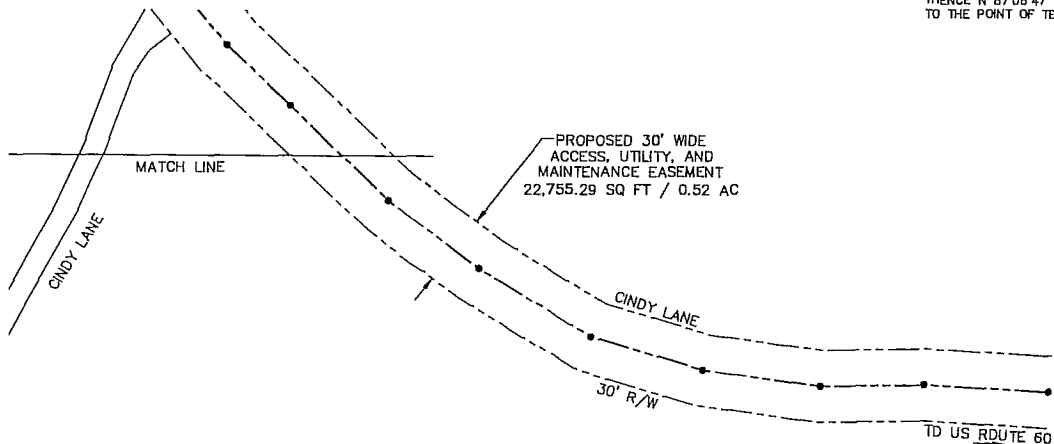
BEGINNING AT A POINT LOCATED ON LINE COMMON TO LEASE AREA, WHICH BEARS S 43°42'09" W A DISTANCE OF 30.00 FEET FROM A 3/8 INCH IRON REBAR SET ON THE EASTERN MOST CORNER OF SAID LEASE AREA;  
 THENCE S 46°17'51" W A DISTANCE OF 15.00';  
 THENCE S 02°53'13" W A DISTANCE OF 14.10';  
 THENCE S 44°18'48" E A DISTANCE OF 40.44';  
 THENCE S 39°03'09" E A DISTANCE OF 27.82';  
 THENCE S 14°28'55" E A DISTANCE OF 48.71';  
 THENCE S 16°32'13" E A DISTANCE OF 52.61';  
 THENCE S 26°41'11" E A DISTANCE OF 52.61';  
 THENCE S 34°30'34" E A DISTANCE OF 56.90';  
 THENCE S 30°11'22" E A DISTANCE OF 58.50';  
 THENCE S 32°02'18" E A DISTANCE OF 55.36';  
 THENCE S 26°41'12" E A DISTANCE OF 52.61';  
 THENCE S 20°48'15" E A DISTANCE OF 50.37';  
 THENCE S 14°28'57" E A DISTANCE OF 48.71';  
 THENCE S 06°49'13" E A DISTANCE OF 54.93';  
 THENCE S 01°59'40" W A DISTANCE OF 58.34';  
 THENCE S 00°49'27" E A DISTANCE OF 50.98';  
 FEET TO THE POINT OF TERMINUS CONTAINING 22,755.29 SQ FT / 0.52 AC.

**LEASE AREA**

BEGINNING AT A 5/8 IN IRDN REBAR SET ON THE WESTERN MOST CORNER OF LEASE AREA WHICH BEARS S 22°08'20" W A DISTANCE OF 58.71 FEET FROM A 1/2 IN IRON REBAR PROPERTY CORNER FOUND SAID POINT BEING A COMMON CORNER OF N/F JULIE COOKE PROPERTY;  
 THENCE S 46°17'51" W A DISTANCE OF 60.00';  
 THENCE N 43°42'09" W A DISTANCE OF 60.00';  
 THENCE N 46°17'51" E A DISTANCE OF 60.00';  
 THENCE S 43°42'09" E A DISTANCE OF 50.00';  
 FEET TO THE POINT OF BEGINNING CONTAINING 3,600 SQUARE FEET, 0.083 ACRES.

**TURN AREA #1**

BEGINNING AT A POINT ON SAID ACCESS, UTILITY, AND MAINTENANCE EASEMENT WHICH BEARS N 82°21'47" W A DISTANCE OF 32.21 FEET FROM A 3/8 INCH IRON REBAR SET AT THE SOUTHERN MOST CORNER OF SAID LEASE AREA THENCE N 87°08'47" W A DISTANCE OF 35 FEET TO THE POINT OF TERMINUS.



**LEGEND**

CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-p-	POWER POLE	⊕
TELE. LINE	-t-	PP W/ G. WIRE	⊕
GUARD RAIL	-g-	LIGHT POLE	⊕
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

**REFERENCE:**

1.) DB 0081 PG 221

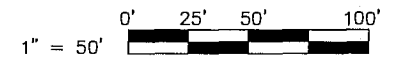
**NOTES:**

- THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
- ALL BEARINGS ARE KENTUCKY STATE GRID, ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 88.
- TAX MAP PARCEL NO. 104-40-04-001.06. THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER PHONE CALL TO CARTER COUNTY PLANNING DEPARTMENT. (606) 255-7535
- RATIO OF PRECISION = 1/10,000.
- AREA BY COORDINATE METHOD.
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**NOTE:**

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SHEET NO. C3

**BC**  
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FAX: (703) 671-6300

**Stantec**

**Parallel**  
INFRASTRUCTURE

401 WESTVIEW ROAD SUITE 100  
FALLS CHURCH, VA 22041

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	02/27/14	FINAL SURVEY			
A					
B					

SCALE: AS SHOWN    DESIGNED: C. MORIN    DRAWN: CR

KY00017

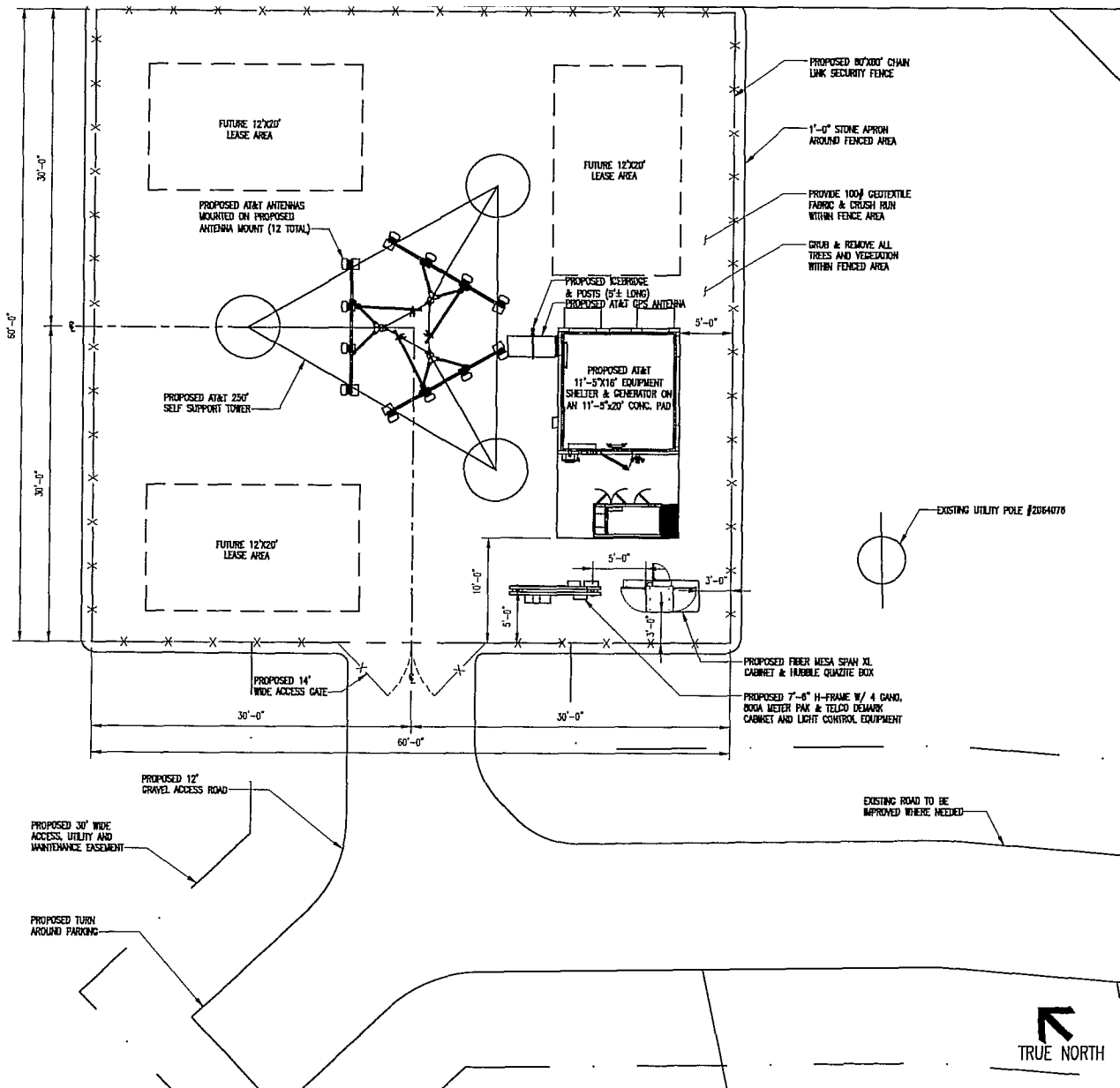
SITE ADDRESS:  
127 BEVERLY HILLS DR.  
GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS  
FALLS CHURCH, VA

GRAYSON, KY  
SITE: KY00017

BC  
DRAWING NUMBER: KY00017    REV: 0





# Parallel INFRASTRUCTURE

4801 TOUCHSTON ROAD EAST  
JACKSONVILLE, FL 32246

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## BC

architects  
engineers

8000 COLUMBIA PIKE, SUITE 101  
FALLS CHURCH, VA 22045-2800  
TEL: (703) 871-8300  
FAX: (703) 871-8300

SHEET REVISION

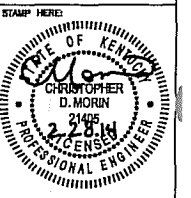
NO.	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			

CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING

SITE NUMBER:  
**KY00017**

SITE NAME:  
**GRAYSON**

SITE ADDRESS:  
127 BEVERLY HILLS DRIVE  
GRAYSON, KY 41143



DRAWN BY:	AV
CHECKED BY:	BMQ
DATE DRAWN:	02-29-14
SUBMISSION:	ZONING

SHEET TITLE:

**ENLARGED SITE PLAN**

SHEET NUMBER:	REV. #
<b>A-1</b>	

ENLARGED SITE PLAN

**Parallel  
INFRASTRUCTURE**

461 TOUCHTON ROAD EAST  
JACKSONVILLE, FL 32249

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**BC**  
architects  
engineers

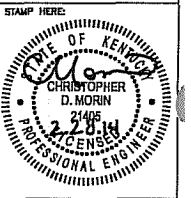
5639 COLUMBIA PIKE, SUITE 101  
FALLS CHURCH, VA 22041-2688  
TEL: (703) 871-8000  
FAX: (703) 871-8300

SHEET REVISION			
NO.	DESCRIPTION	BY	DATE
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SITE NUMBER:  
**KY00017**

SITE NAME:  
**GRAYSON**

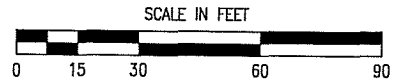
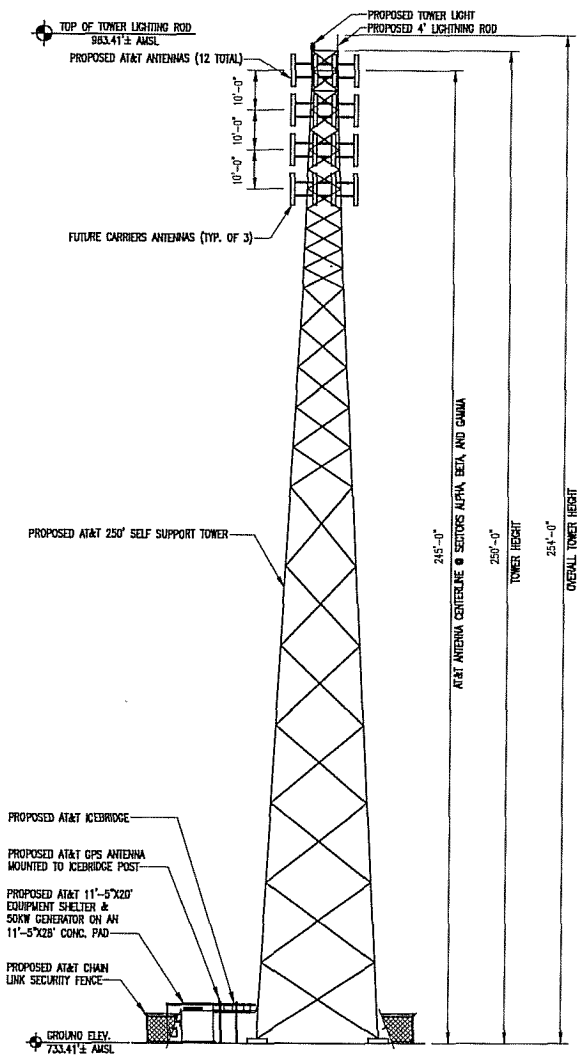
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127 BEVERLY HILLS DRIVE  
GRAYSON, KY 41143



DRAWN BY:	AV
CHECKED BY:	BMQ
DATE DRAWN:	02-28-14
SUBMISSION:	ZONING

SHEET TITLE:  
**TOWER ELEVATION**

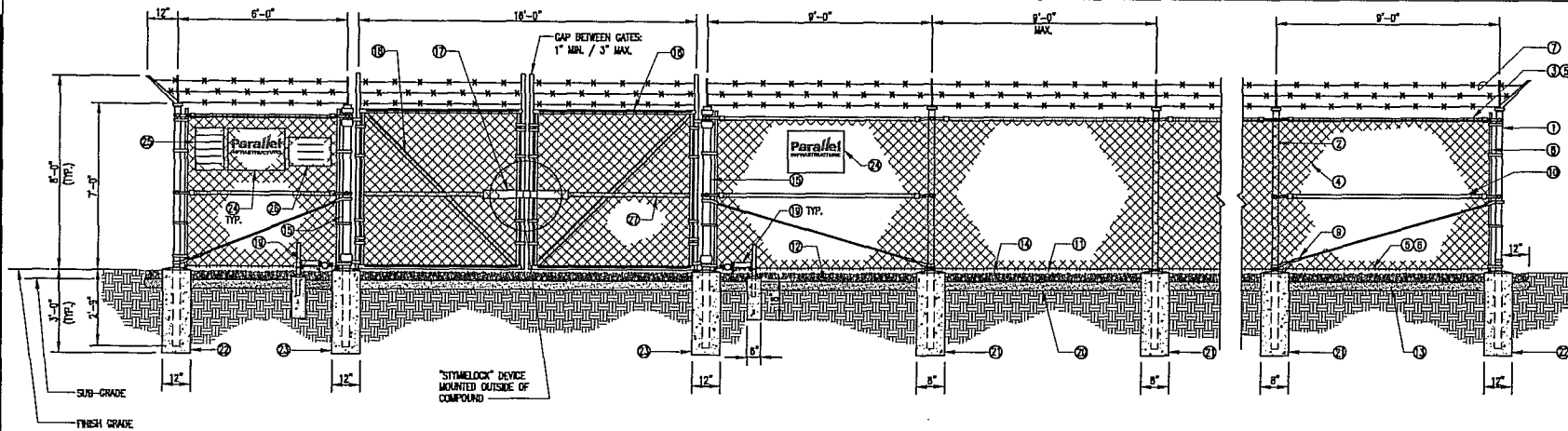
SHEET NUMBER:	REV. #
<b>A-2</b>	



1"=30'

**TOWER ELEVATION**

02-11-14 AJAN VALVERDE 08:24:22 Y:\Drawings - 2013\Parallel Infrastructure\Grayson - KY00017\_ZONING\A3.dwg

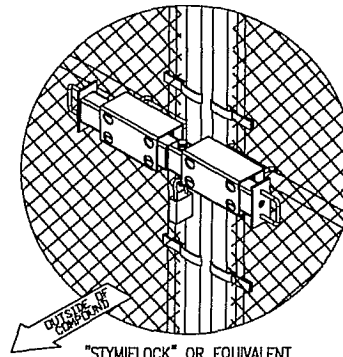


**REFERENCE NOTES:**

- ① CORNER END OR PULL POST 4" SCHEDULE 40 PIPE.
- ② LINE POSTS 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1003. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
- ③ TOP RAIL & BRACE RAIL: 1 1/2" PIPE, PER ASTM-F1003.
- ④ FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A302.
- ⑤ TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL AT POSTS AND RAILS. A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOOP RINGS SPACED MAX. 24" INTERVALS.
- ⑥ TENSION WIRE: 9 GA. GALVANIZED STEEL.
- ⑦ BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
- ⑧ STRETCHER BAR.
- ⑨ 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
- ⑩ FENCE CORNER POST BRACE: 1 5/8" DIA. EACH CORNER EACH WAY.
- ⑪ 1 1/2" MAXIMUM CLEARANCE FROM GRADE.
- ⑫ 2" FINISH OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑬ 4" COMPACTED RISK BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
- ⑭ FINISH GRADE SHALL BE UNIFORM AND LEVEL.
- ⑮ GATE POST 4" SCHEDULE 40 PIPE, FOR GATE WIDTHS UP THRU 10 FEET OR 20 FEET FOR DOUBLE SWING GATE, PER ASTM-F1003.
- ⑯ GATE FRAME: 1 1/2" PIPE SCH. 40, PER ASTM-F1003.
- ⑰ "STYMILOCK" OR EQUIVALENT
- ⑱ GATE DIAGONAL GALVANIZED STEEL 1 1/2" PIPE.
- ⑲ DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
- ⑳ GEOTEXTILE FABRIC.
- ㉑ LINE POST: CONCRETE FOUNDATION (3000 PSI).
- ㉒ CORNER POST: CONCRETE FOUNDATION (3000 PSI).
- ㉓ GATE POST: CONCRETE FOUNDATION (3000 PSI).
- ㉔ 18" x 24" PARALLEL INFRASTRUCTURE SCH.
- ㉕ 12" x 18" YELLOW CAUTION SIGN.
- ㉖ 12" x 18" EMPLOYEE NOTICE SIGN.
- ㉗ GATE FRAME BRACE: 1 5/8" DIAMETER.

**GENERAL NOTES:**

1. INSTALL FENCING PER ASTM F-507
2. INSTALL SWING GATES PER ASTM F-900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE 1 1/2" CALV. (HOT LWP, ASTM A1025 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD CALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOOP-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.



STORE EXTRA PARTS OF STYMILOCK DEVICE IN TELCO CABINET.

NO PLUNGER OR MUSHROOM HEAD REQUIRED.

FENCE, GATE AND COMPOUND CROSS SECTION DETAIL

N.T.S.

**Parallel**  
INFRASTRUCTURE

4801 TONKIN ROAD EAST  
JACKSONVILLE, FL 32240

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**BC**

architects  
engineers

8000 COLUMBIA PIKE, SUITE 101  
FALLS CHURCH, VA 22041-2000  
TEL: (703) 871-8000  
FAX: (703) 871-8000

**SHEET REVISION**

NO.	DESCRIPTION	BY	DATE

**SITE NUMBER:**

KY00017

**SITE NAME:**

GRAYSON

**SITE ADDRESS:**

127 BEVERLY HILLS DRIVE  
GRAYSON, KY 41143

**STAMP HERE:**



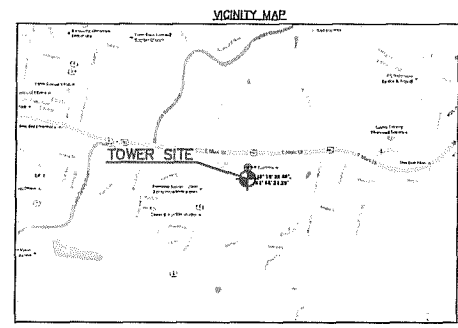
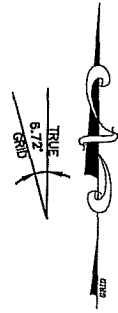
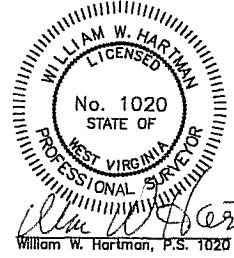
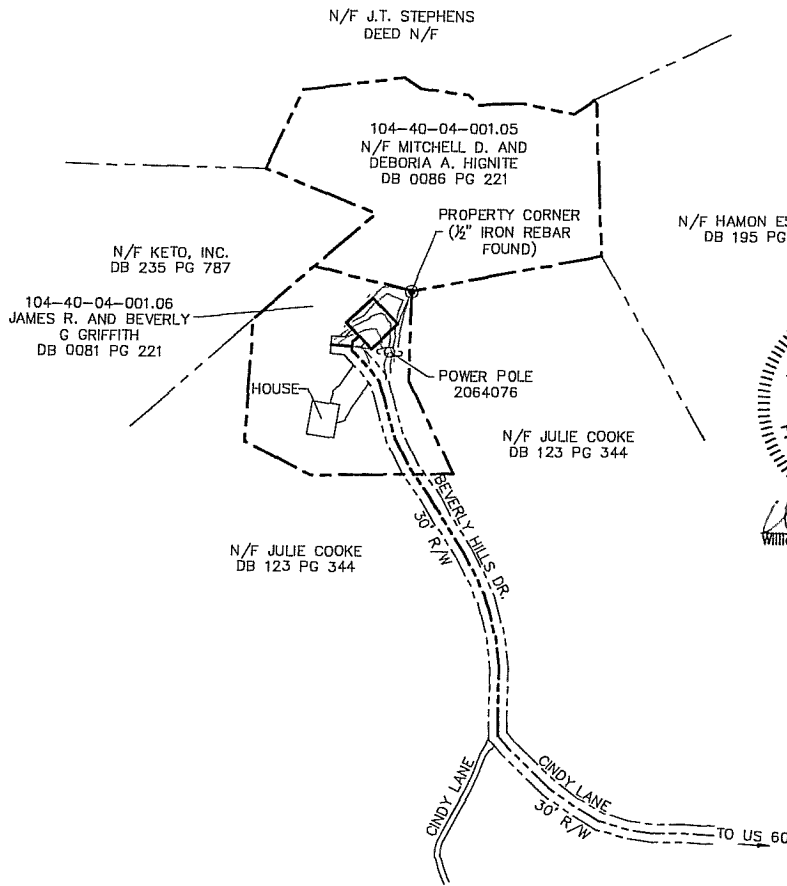
DRAWN BY:	AV
CHECKED BY:	BMQ
DATE DRAWN:	02-28-14
SUBMISSIONS:	ZONING
SHEET TITLE:	

FENCE, GATE AND  
COMPOUND CROSS  
SECTION DETAIL

SHEET NUMBER: REV. #

A-3

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0' 250' 500' 1000' SHEET NO. C1  
 1" = 500'

LEGEND

CH. LNK. FENCE	-o-	GROUND RDD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊕
TELE. LINE	-T-	PP W/ G. WIRE	⊕
GUARD RAIL	- -	LIGHT POLE	☆
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

REFERENCE:  
 1.) DB 0081 PG 221

- NOTES:
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  - TAX MAP PARCEL NO. 104-40-04-001.06. THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER PHONE CALL TO CARTER COUNTY PLANNING DEPARTMENT. (606) 255-7535
  - RATIO OF PRECISION = 1/10,000.
  - AREA BY COORDINATE METHOD.
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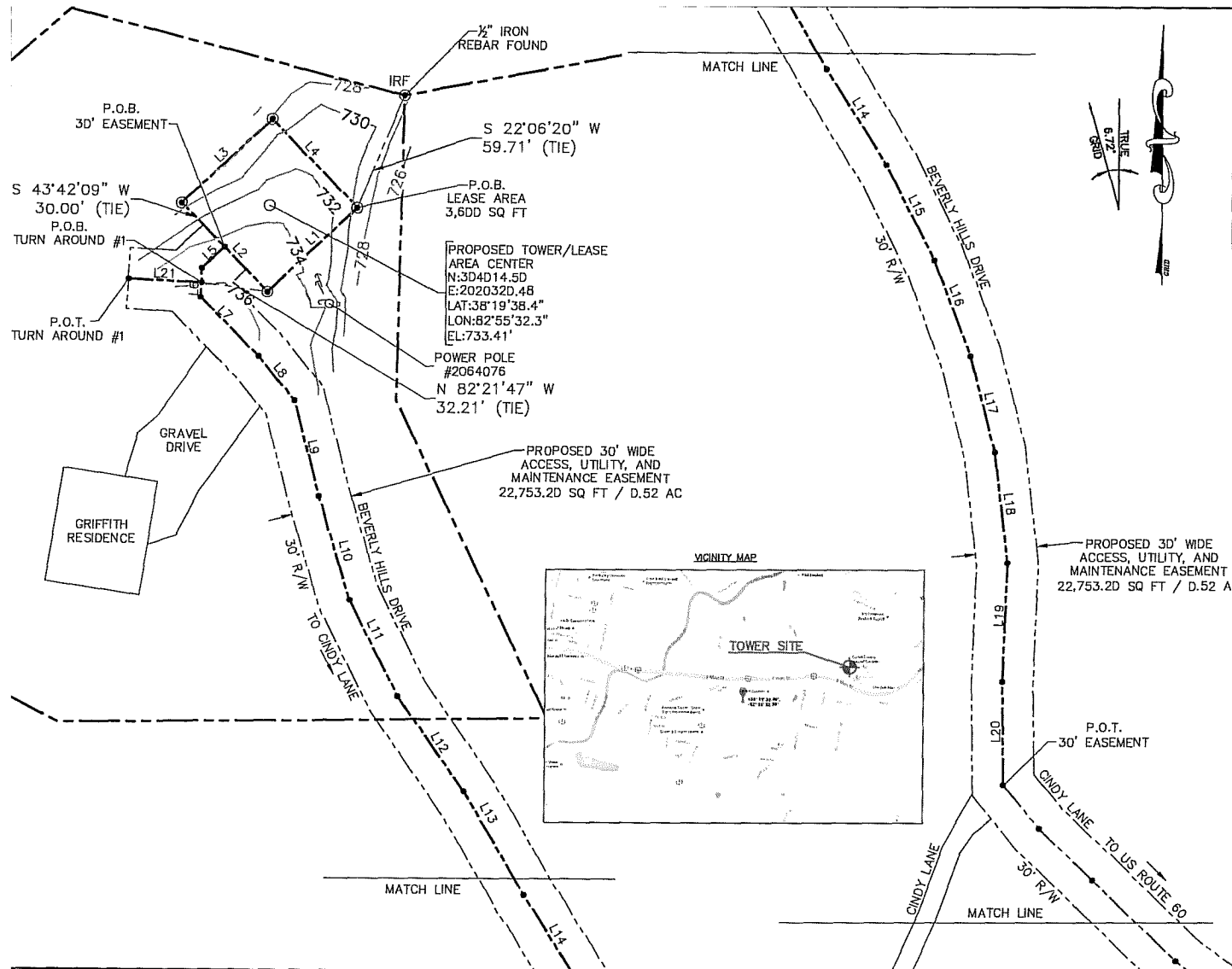
**Stantec**

**Parallel**  
 INFRASTRUCTURE  
401 TOLSON ROAD SUITE 1000 WASHINGTON, DC 20511

2					
1					
0	02/27/14	FINAL SURVEY			
B					
A					
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED:	C. MORIN	DRAWN:	CR

KY00017  
 SITE ADDRESS:  
 127 BEVERLY HILLS DR.  
 GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS  
 FALLS CHURCH, VA  
 GRAYSON, KY  
 SITE: KY00017  
 DRAWING NUMBER  
 KY00017  
 REV  
 D



**LEGEND**

CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-p-	POWER POLE	⊕
TELE. LINE	-t-	PP W/ G. WIRE	⊕
GUARD RAIL	-g-	LIGHT POLE	⊕
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

**REFERENCE:**

1.) DB 0081 PG 221

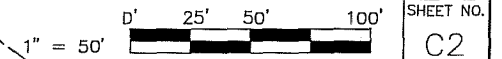
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WHEELING, IL 60090

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	02/27/14	FINAL SURVEY			
SCALE: AS SHOWN    DESIGNED: C. MORIN    DRAWN: CR					

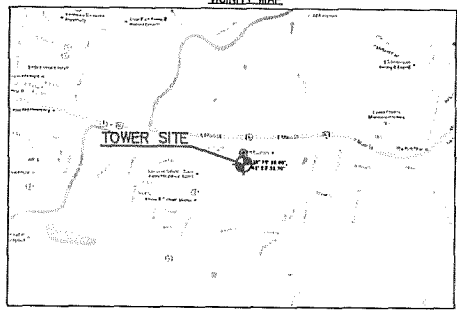
KY00017

SITE ADDRESS:  
127 BEVERLY HILLS DR.  
GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS FALLS CHURCH, VA	
GRAYSON, KY SITE: KY00D17	
BC	DRAWING NUMBER
	KY00D17
REV	0

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VICINITY MAP



LINE	BEARING	DISTANCE
L1	S 46°17'51" W	60.00'
L2	N 43°42'09" W	60.00'
L3	N 46°17'51" E	60.00'
L4	S 43°42'09" E	60.00'
L5	S 46°17'51" W	15.00'
L6	S 02°53'13" W	14.10'
L7	S 44°18'48" E	40.44'
L8	S 39°03'09" E	27.82'
L9	S 14°26'55" E	48.71'
L10	S 16°32'13" E	52.96'
L11	S 26°41'11" E	52.61'
L12	S 34°30'34" E	56.90'
L13	S 30°11'22" E	58.50'
L14	S 32°02'18" E	55.36'
L15	S 26°41'12" E	52.61'
L16	S 20°48'15" E	50.37'
L17	S 14°26'57" E	48.71'
L18	S 06°49'13" E	54.93'
L19	S 01°59'40" W	58.34'
L20	S 00°49'27" E	50.98'

**30' ACCESS, UTILITY, AND MAINTENANCE EASEMENT**

BEGINNING AT A POINT LOCATED ON LINE COMMON TO LEASE AREA, WHICH BEARS S 43°42'09" W A DISTANCE OF 30.00 FEET FROM A 3/8 INCH IRON REBAR SET ON THE EASTERN MOST CORNER OF SAID LEASE AREA;  
 THENCE S 46°17'51" W A DISTANCE OF 15.00';  
 THENCE S 02°53'13" W A DISTANCE OF 14.10';  
 THENCE S 44°18'48" E A DISTANCE OF 40.44';  
 THENCE S 39°03'09" E A DISTANCE OF 27.82';  
 THENCE S 14°26'55" E A DISTANCE OF 48.71';  
 THENCE S 16°32'13" E A DISTANCE OF 52.96';  
 THENCE S 26°41'11" E A DISTANCE OF 52.61';  
 THENCE S 34°30'34" E A DISTANCE OF 56.90';  
 THENCE S 30°11'22" E A DISTANCE OF 58.50';  
 THENCE S 32°02'18" E A DISTANCE OF 55.36';  
 THENCE S 26°41'12" E A DISTANCE OF 52.61';  
 THENCE S 20°48'15" E A DISTANCE OF 50.37';  
 THENCE S 14°26'57" E A DISTANCE OF 48.71';  
 THENCE S 06°49'13" E A DISTANCE OF 54.93';  
 THENCE S 01°59'40" W A DISTANCE OF 58.34';  
 THENCE S 00°49'27" E A DISTANCE OF 50.98';  
 FEET TO THE POINT OF TERMINUS CONTAINING 22,755.29 SQ FT / 0.52 AC.

**LEASE AREA**

BEGINNING AT A 5/8 IN IRON REBAR SET ON THE WESTERN MOST CORNER OF LEASE AREA WHICH BEARS S 22°06'20" W A DISTANCE OF 59.71 FEET FROM A 1/2 IN IRON REBAR PROPERTY CORNER FOUND SAID POINT BEING A COMMON CORNER OF N/F JULIE COOKE PROPERTY;  
 THENCE S 46°17'51" W A DISTANCE OF 60.00';  
 THENCE N 43°42'09" W A DISTANCE OF 60.00';  
 THENCE S 46°17'51" E A DISTANCE OF 60.00';  
 THENCE S 43°42'09" E A DISTANCE OF 60.00';  
 FEET TO THE POINT OF BEGINNING CONTAINING 3,600 SQUARE FEET, 0.083 ACRES.

**TURN AREA #1**

BEGINNING AT A POINT ON SAID ACCESS, UTILITY, AND MAINTENANCE EASEMENT WHICH BEARS N 82°21'47" W A DISTANCE OF 32.21' FEET FROM A 3/8 INCH IRON REBAR SET AT THE SOUTHERN MOST CORNER OF SAID LEASE AREA THENCE N 87°08'47" W A DISTANCE OF 36 FEET TO THE POINT OF TERMINUS.

**LEGEND**

CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊕
TELE. LINE	-T-	PP W/ G. WIRE	⊕
GUARD RAIL	-R-	LIGHT POLE	⊕
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

**REFERENCE:**

1.) DB 0081 PG 221

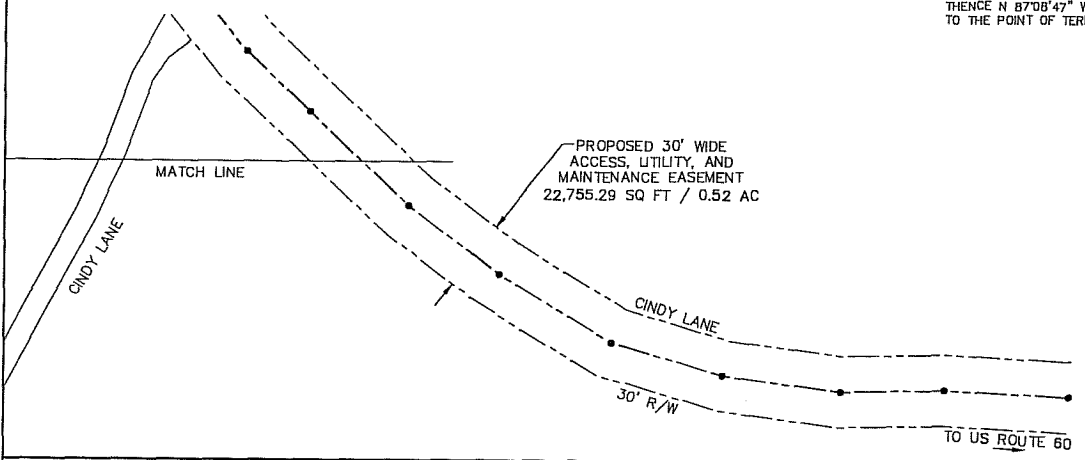
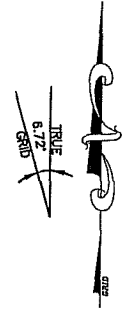
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**Stantec**

**Parallel**  
INFRASTRUCTURE

ONE TROSPER ROAD ONE  
MIDDLEBURY, VT 05750

2					
1					
0	02/27/14	FINAL SURVEY			
B					
A					
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED	C. MORIN	DRAWN	CR

1" = 50'

KY00017

SITE ADDRESS:  
127 BEVERLY HILLS DR.  
GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS  
FALLS CHURCH, VA

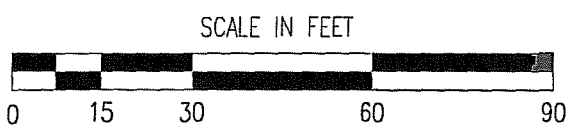
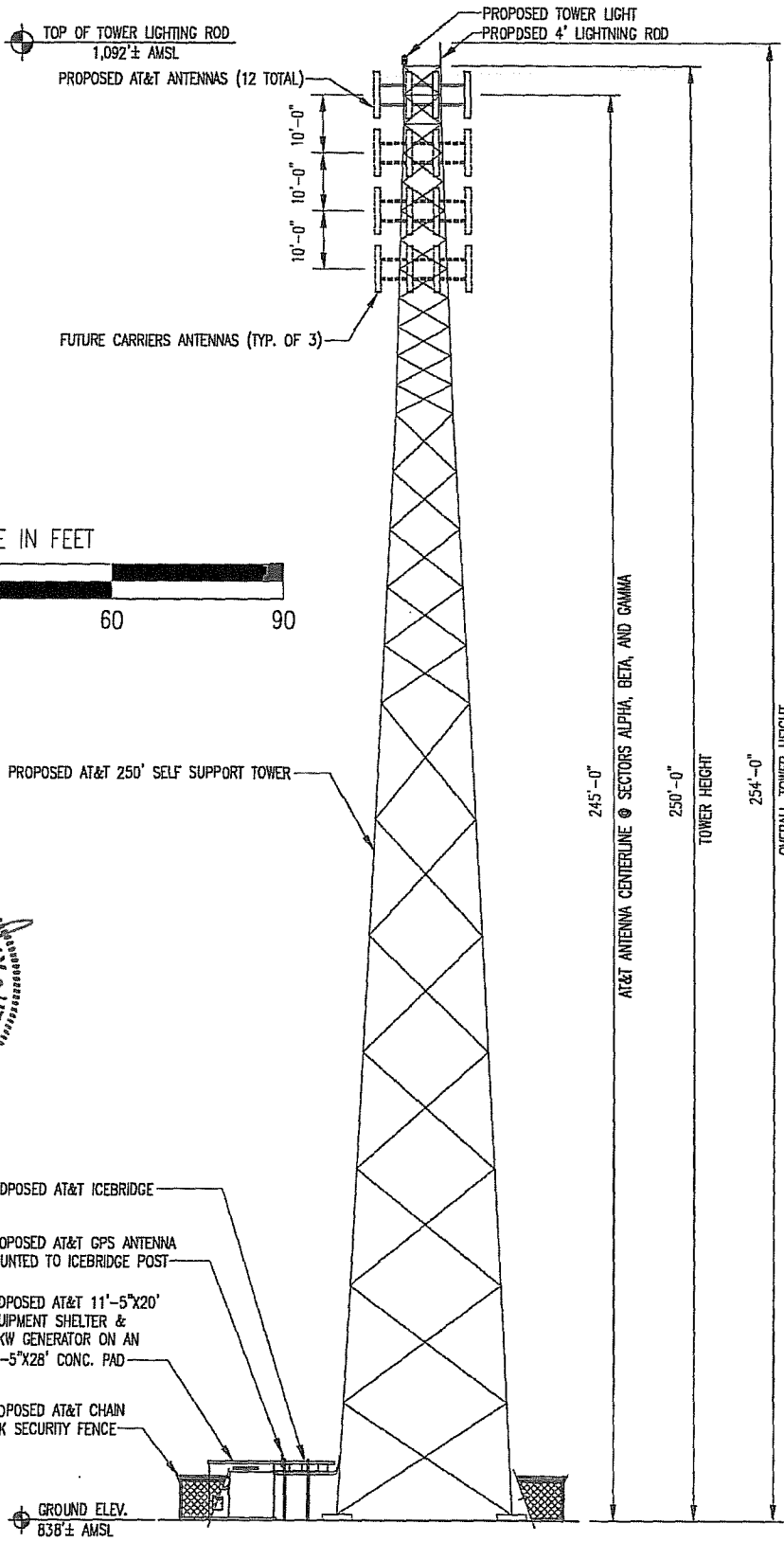
GRAYSON, KY  
SITE: KY00017

DRAWING NUMBER  
KY00017

REV  
0

SHEET NO.  
C3





STATE OF KENTUCKY  
 CHRISTOPHER D. MORIN  
 21405  
 LICENSED PROFESSIONAL ENGINEER  
 4.23.14

- PROPOSED AT&T ICEBRIDGE
- PROPOSED AT&T GPS ANTENNA MOUNTED TO ICEBRIDGE POST
- PROPOSED AT&T 11'-5"X20' EQUIPMENT SHELTER & 50KW GENERATOR ON AN 11'-5"X28' CONC. PAD
- PROPOSED AT&T CHAIN LINK SECURITY FENCE
- GROUND ELEV. 838'± AMSL

**BC**  
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**Parallel**  
 INFRASTRUCTURE  
 4601 TOUCHTON ROAD EAST  
 JACKSONVILLE, FL 32246

GRAYSON  
 KY00017  
 127 BEVERLY HILLS DR  
 GRAYSON, KY 41143

LEASE EXHIBIT			
PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 10-18-13	SHEET: 2 OF 2	REV: A
SITE#: KY00017			
SITE NAME: GRAYSON			
LAT: 38° 19' 38.4"			
LONG: -82° 55' 32.3"			
SCALE: 1"=30'			

FOR 00 REVISION USE ONLY: 10-18-13 MAX WALKSHIRE 12.28.10 2/2/09mmp - 1013/7/09001 Infrastructure Program - 8/10/07/LE - REV A - 1013-10-18-13-2.dwg

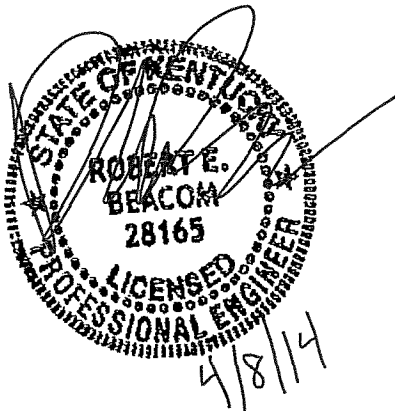
**Structural Design Report**  
250' S3TL Series HD1 Self-Supporting Tower  
Site: Grayson, KY

Prepared for: PARALLEL INFRASTRUCTURE  
by: Sabre Towers & Poles™

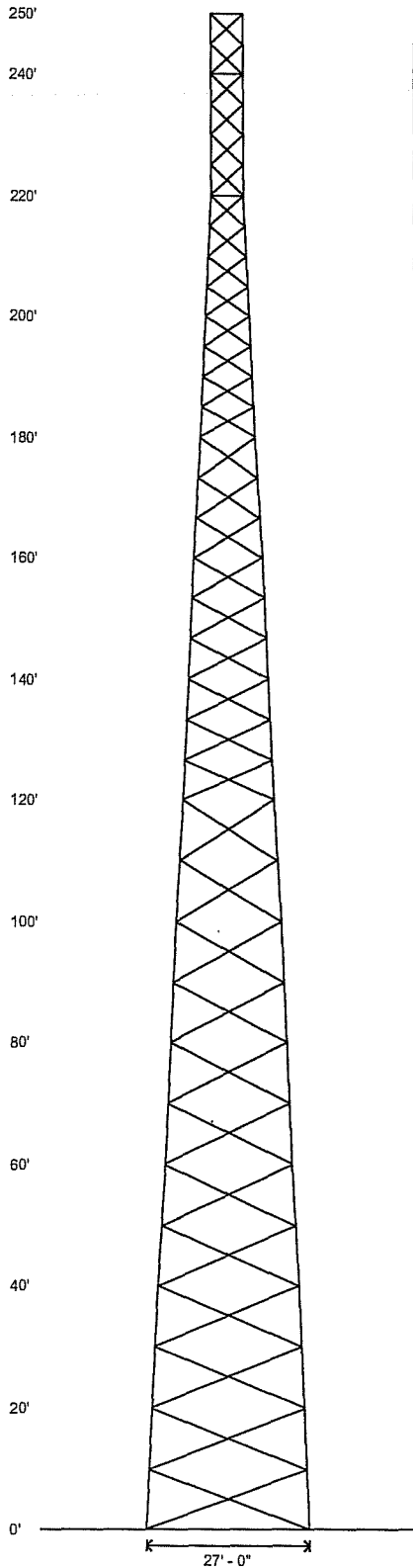
Job Number: 101235

April 7, 2014

Tower Profile.....	1
Foundation Design Summary.....	2
Maximum Leg Loads.....	3
Maximum Diagonal Loads.....	4
Maximum Foundation Loads.....	5
Calculations.....	6-14



Legs	8.625 OD X .500		8.625 OD X .322		A		5.563 OD X .375		B		C		D		E	
Diagonals	L 4 X 4 X 1/4		L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 1/4		L 2 1/2 X 2 1/2 X 3/16		L 2 X 2 X 3/16		L 2 X 2 X 1/8		L 2 X 2 X 3/16		F	
Horizontals	NONE		NONE		NONE		NONE		NONE		NONE		NONE		F	
Brace Bolts	(2) 5/8"		(1) 3/4"		(1) 3/4"		(1) 5/8"		(1) 5/8"		(1) 5/8"		(1) 5/8"		(1) 5/8"	
Top Face Width	25'	23'	21'	19'	17'	15'	13'	11'	9'	7'	5'		14 @ 5'		408	
Panel Count/Height	5466		5468		4654		3597		3274		3145		2309		2211	
Section Weight	5466		5468		4654		3597		3274		3145		2309		2211	



### Designed Appurtenance Loading

Elev	Description	Tx-Line
245	Commscope Tri-Sector Mount - MTC3615V3	
245	(1) DC6-48-60-18-8F	(1) 3/4"
245	(6) RRUS 11s	
245	(6) TMA2061F1V1-1s	(4) 7/8"
245	(6) KRC 118 160/2s	(9) 1 5/8"
245	(6) SBNH-1D6565Cs	(9) 1 5/8"
235	Commscope Tri-Sector Mount - MTC3615V3	
235	(1) DC6-48-60-18-8F	(1) 3/4"
235	(6) RRUS 11s	
235	(6) TMA2061F1V1-1s	(4) 7/8"
235	(6) KRC 118 160/2s	(9) 1 5/8"
235	(6) SBNH-1D6565Cs	(9) 1 5/8"
225	3T-Boom(R) - 12ft Face - 3ft Standoff	
225	(6) TMA2061F1V1-1s	
225	(12) 8' x 1' x 3in Panels	(12) 1 5/8"
200	Leg Dish Mount	
200	(1) 6' Solid Dish w/ Radome	(1) 1 5/8"

### Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	75.72	Shear (kips)	45.85
Axial (kips)	188.74	Compression (kips)	475
Moment (ft-kips)	10534	Uplift (kips)	415
Torsion (ft-kips)	41.43		

### Material List

Display	Value
A	5.563 OD X .500
B	4.500 OD X .337
C	4.000 OD X .318
D	2.875 OD X .203
E	2.375 OD X .154
F	L 2 X 2 X 1/8
G	L 2 X 2 X 3/16
H	NONE

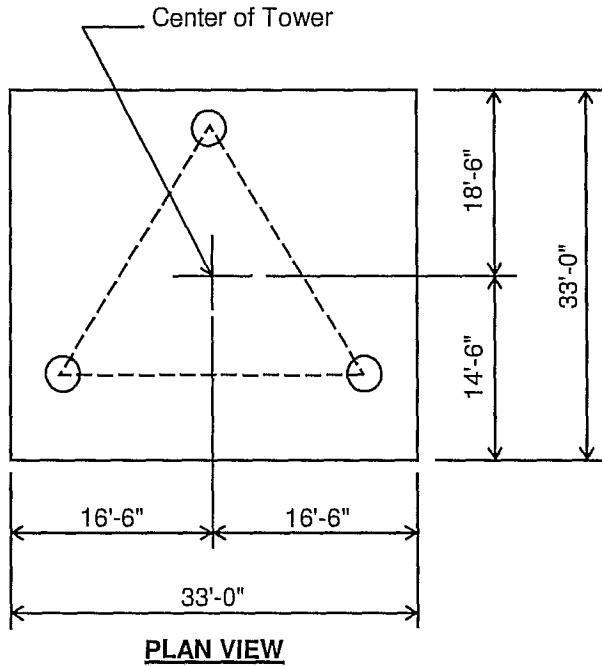
### Notes

- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 1/2" dia. F1554 grade 105 anchor bolts per leg. Minimum 58" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.

	<b>Sabre Communications Corporation</b> 2101 Murray Street P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 258-6250	Job: 101235 Customer: PARALLEL INFRASTRUCTURE Site Name: Grayson, KY Description: 250' S3TL Date: 4/7/2014
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 350 and shall not be reproduced, copied or listed in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	By: TTW

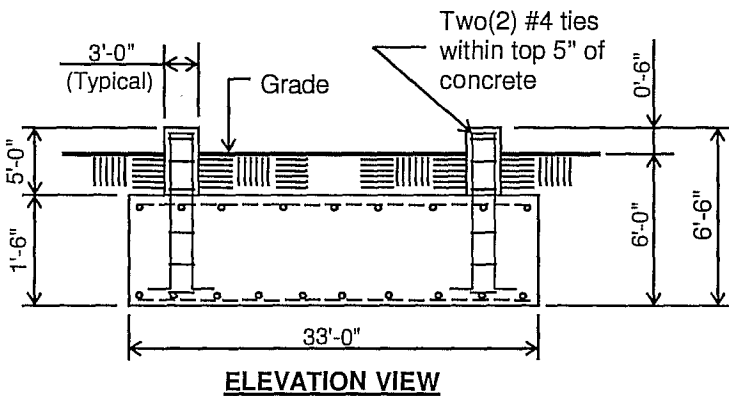
**Customer: PARALLEL INFRASTRUCTURE**  
**Site: Grayson, KY**

250 ft. Model S3TL Series HD1 Self Supporting Tower At  
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.  
Antenna Loading per Page 1



**Notes:**

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by ECS Mid-Atlantic, Project No. 12:7537, dated March 26, 2014.



(64.43 Cu. Yds.)  
(1 REQD.; NOT TO SCALE)

**CAUTION:** Center of tower is not in center of slab.

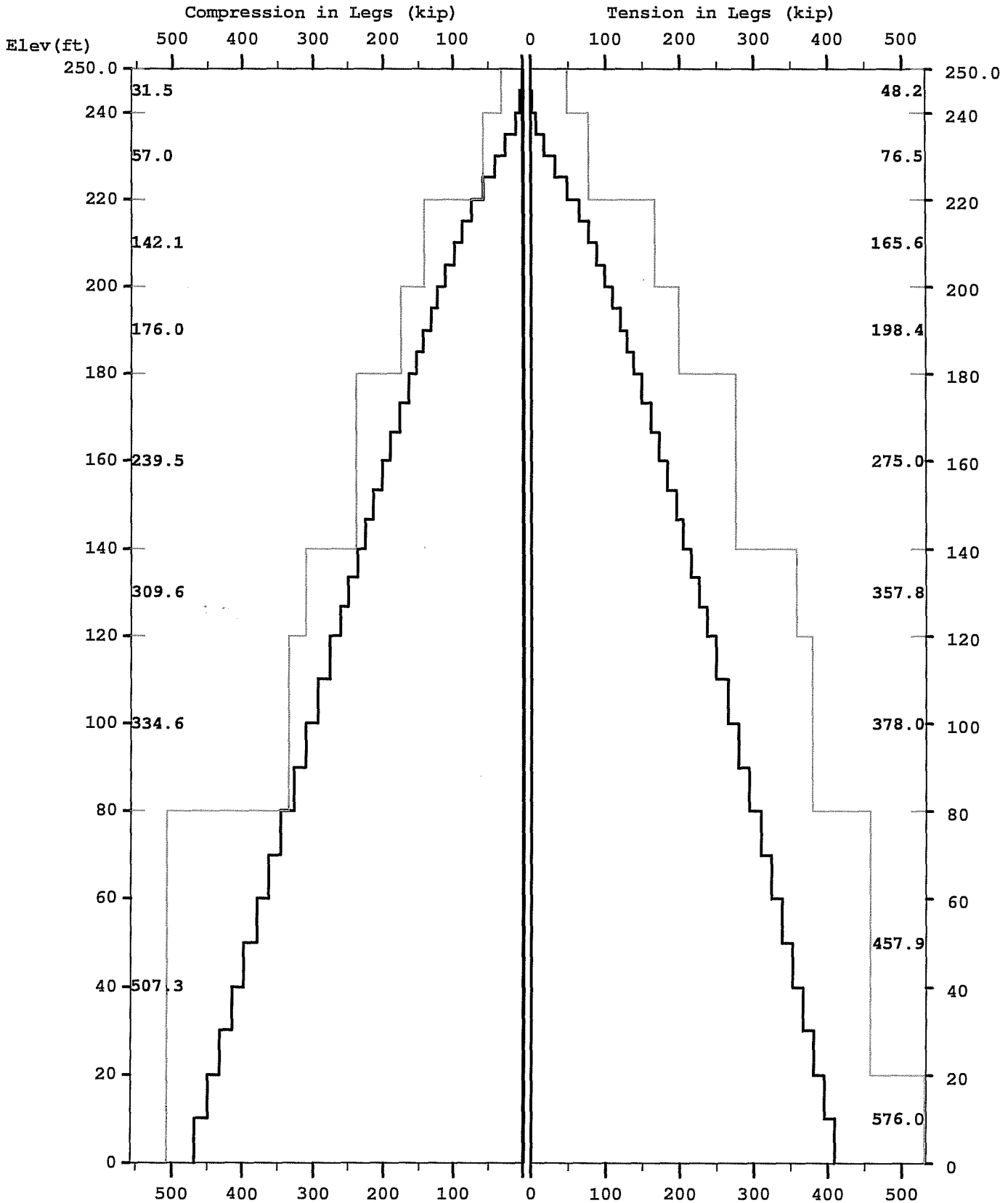
6). See the geotechnical report for compaction requirements, if specified.

7). The foundation is based on the following factored loads:  
Factored download (kips) = 73.98  
Factored overturn (kip-ft) = 10534.06  
Factored shear (kips) = 75.72

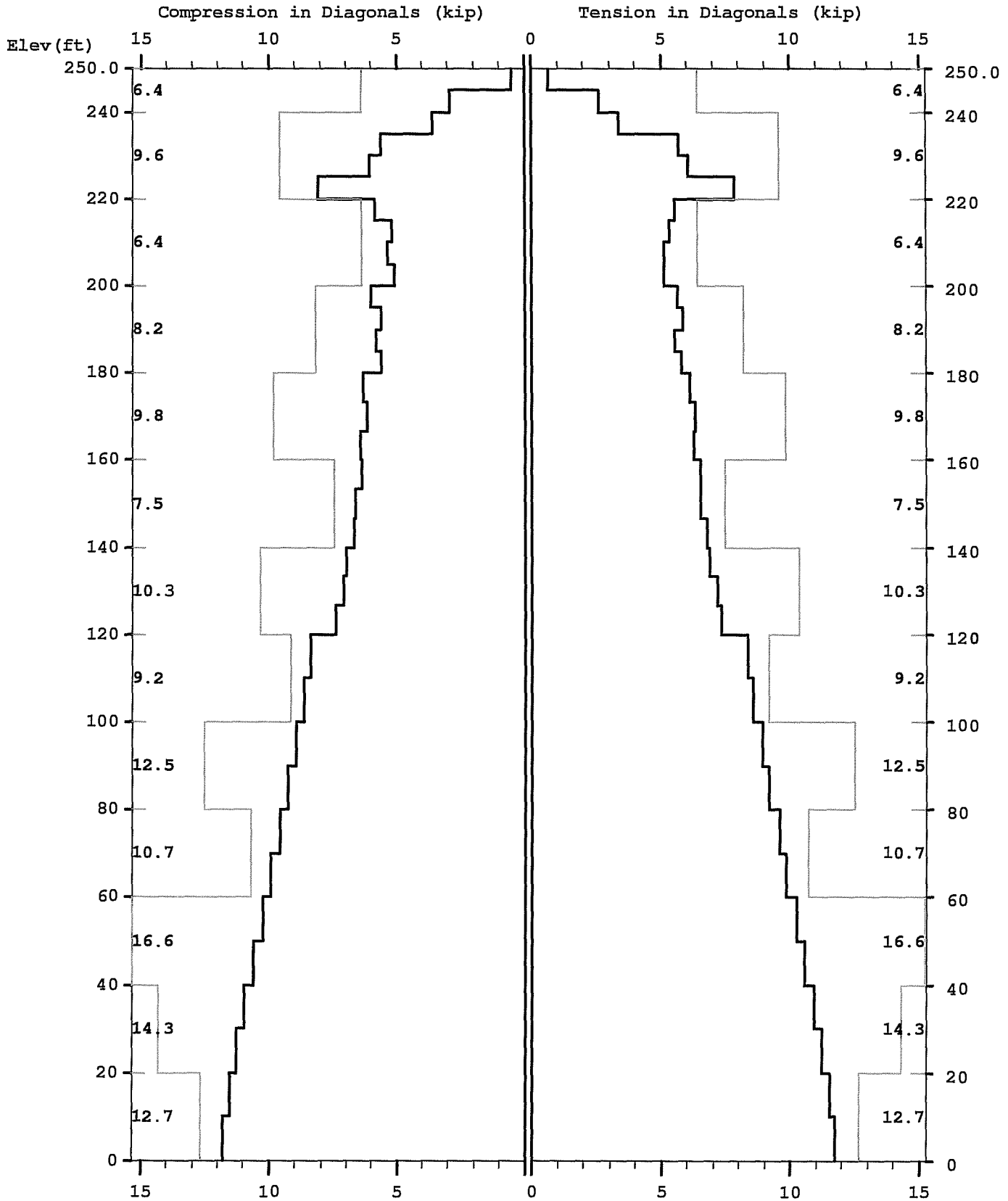
8). This is a design drawing only. Please see final construction drawings for all installation details.

Rebar Schedule per Mat and per Pier	
Pier	(14) #8 vertical rebar w/hooks at bottom w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(48) #7 horizontal rebar evenly spaced each way top and bottom. (192 total)

Maximum

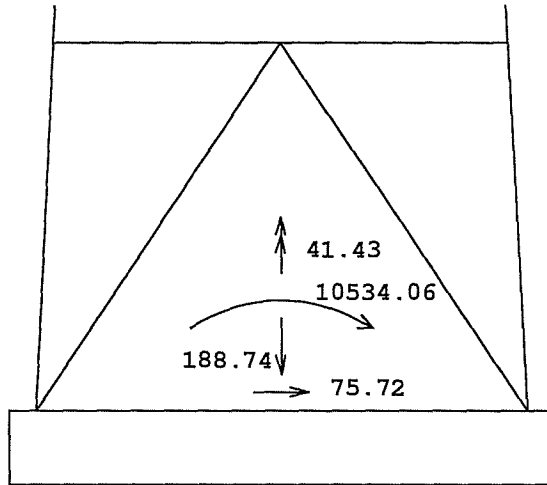


Maximum

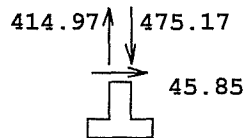
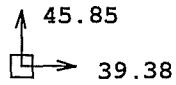


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Latticed Tower Analysis (Unguyed)  
 Processed under license at:

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Sabre Communications Corporation

on: 3 apr 2014 at: 14:58:12

MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	245.00	250.00	5.00	5.00	5.00
X	3	240.00	245.00	5.00	5.00	5.00
X	3	235.00	240.00	5.00	5.00	5.00
X	3	220.00	235.00	5.00	5.00	5.00
X	3	215.00	220.00	5.50	5.00	5.00
X	3	200.00	215.00	7.00	5.50	5.00
X	3	180.00	200.00	9.00	7.00	5.00
X	3	160.00	180.00	11.00	9.00	6.67
X	3	140.00	160.00	13.00	11.00	6.67
X	3	120.00	140.00	15.00	13.00	6.67
X	3	100.00	120.00	17.00	15.00	10.00
X	3	80.00	100.00	19.00	17.00	10.00
X	3	60.00	80.00	21.00	19.00	10.00
X	3	40.00	60.00	23.00	21.00	10.00
X	3	20.00	40.00	25.00	23.00	10.00
X	3	0.00	20.00	27.00	25.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	250.00	1.075	0.787	29000.	0.0000116
LE	220.00	240.00	1.704	0.787	29000.	0.0000116
LE	200.00	220.00	3.678	0.787	29000.	0.0000116
LE	180.00	200.00	4.407	0.787	29000.	0.0000116
LE	140.00	180.00	6.111	0.787	29000.	0.0000116
LE	120.00	140.00	7.952	0.787	29000.	0.0000116
LE	80.00	120.00	8.399	0.787	29000.	0.0000116
LE	0.00	80.00	12.763	0.787	29000.	0.0000116
DI	240.00	250.00	0.484	0.626	29000.	0.0000116
DI	220.00	240.00	0.715	0.626	29000.	0.0000116
DI	200.00	220.00	0.484	0.626	29000.	0.0000116
DI	180.00	200.00	0.715	0.626	29000.	0.0000116
DI	140.00	180.00	0.902	0.626	29000.	0.0000116
DI	120.00	140.00	1.090	0.626	29000.	0.0000116
DI	100.00	120.00	1.438	0.626	29000.	0.0000116
DI	60.00	100.00	1.688	0.626	29000.	0.0000116
DI	40.00	60.00	2.402	0.626	29000.	0.0000116
DI	0.00	40.00	1.938	0.626	29000.	0.0000116
HO	245.00	250.00	0.484	0.626	29000.	0.0000116
HO	235.00	240.00	0.715	0.626	29000.	0.0000116
HO	215.00	220.00	0.484	0.626	29000.	0.0000116

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
245.0	250.0	31.48	48.15	6.39	6.39	5.82	5.82	0.00	0.00
240.0	245.0	31.48	48.15	6.39	6.39	0.00	0.00	0.00	0.00
235.0	240.0	57.04	76.50	9.58	9.58	8.46	8.46	0.00	0.00
220.0	235.0	57.04	76.50	9.58	9.58	0.00	0.00	0.00	0.00
215.0	220.0	142.05	165.60	6.39	6.39	5.82	5.82	0.00	0.00
200.0	215.0	142.05	165.60	6.39	6.39	0.00	0.00	0.00	0.00
180.0	200.0	175.98	198.45	8.19	8.19	0.00	0.00	0.00	0.00
160.0	180.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
140.0	160.0	239.46	274.95	7.46	7.46	0.00	0.00	0.00	0.00
120.0	140.0	309.64	357.75	10.34	10.34	0.00	0.00	0.00	0.00
100.0	120.0	334.65	378.00	9.19	9.19	0.00	0.00	0.00	0.00
80.0	100.0	334.65	378.00	12.53	12.53	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	16.62	16.62	0.00	0.00	0.00	0.00



101235

20.0	40.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
0.0	20.0	507.33	576.00	12.68	12.68	0.00	0.00	0.00	0.00

\* Only 3 condition(s) shown in full  
 \* Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

90 mph wind with no ice. Wind Azimuth: 0

MAST LOADING

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	245.0	0.00	0.0	0.0	4.82	5.21	0.00	0.00
C	235.0	0.00	0.0	0.0	4.77	5.21	0.00	0.00
C	225.0	0.00	0.0	0.0	2.92	1.82	0.00	0.00
D	250.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	245.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	245.0	0.00	42.0	0.0	0.14	0.06	0.06	0.11
D	240.0	0.00	42.0	0.0	0.14	0.06	0.06	0.11
D	240.0	0.00	42.0	0.0	0.15	0.09	0.06	0.11
D	235.0	0.00	42.0	0.0	0.15	0.09	0.06	0.11
D	235.0	0.00	97.9	0.0	0.18	0.11	0.06	0.14
D	225.0	0.00	97.9	0.0	0.18	0.11	0.06	0.14
D	225.0	0.00	102.0	0.0	0.21	0.13	0.03	0.07
D	220.0	0.00	102.0	0.0	0.21	0.13	0.03	0.07
D	220.0	0.00	103.2	0.0	0.23	0.15	0.03	0.07
D	200.0	0.00	109.9	0.0	0.23	0.15	0.02	0.06
D	200.0	0.00	93.9	0.0	0.23	0.17	0.03	0.07
D	180.0	0.00	98.5	0.0	0.24	0.17	0.03	0.06
D	180.0	0.00	88.1	0.0	0.24	0.20	0.04	0.07
D	160.0	0.00	90.5	0.0	0.25	0.20	0.03	0.07
D	160.0	0.00	83.3	0.0	0.24	0.20	0.05	0.07
D	140.0	0.00	85.4	0.0	0.25	0.21	0.04	0.07
D	140.0	0.00	80.0	0.0	0.26	0.24	0.05	0.07
D	120.0	0.00	81.7	0.0	0.27	0.25	0.05	0.07
D	120.0	0.00	77.7	0.0	0.25	0.25	0.06	0.07
D	100.0	0.00	78.6	0.0	0.25	0.25	0.06	0.07
D	100.0	0.00	75.7	0.0	0.26	0.27	0.07	0.07
D	80.0	0.00	76.5	0.0	0.26	0.27	0.06	0.07
D	80.0	0.00	74.1	0.0	0.25	0.33	0.07	0.07
D	60.0	0.00	74.7	0.0	0.26	0.33	0.07	0.07
D	60.0	0.00	72.8	0.0	0.25	0.38	0.08	0.07
D	40.0	0.00	73.3	0.0	0.26	0.38	0.08	0.07
D	40.0	0.00	71.7	0.0	0.24	0.36	0.09	0.07
D	20.0	0.00	72.2	0.0	0.24	0.37	0.08	0.07
D	20.0	0.00	70.8	0.0	0.21	0.37	0.10	0.06
D	0.0	0.00	71.2	0.0	0.22	0.37	0.09	0.06

ANTENNA LOADING

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT		.....ANTENNA FORCES.....			
			RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	200.0	0.0	5.5	0.0	0.86	0.00	0.24	0.00

SUPPRESS PRINTING

LOADS INPUT	...FOR THIS LOADING..			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

LOADING CONDITION M

90 mph wind with no ice. Wind Azimuth: 0

MAST LOADING

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LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	245.0	0.00	0.0	0.0	4.82	3.91	0.00	0.00
C	235.0	0.00	0.0	0.0	4.77	3.91	0.00	0.00
C	225.0	0.00	0.0	0.0	2.92	1.36	0.00	0.00
D	250.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00
D	245.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00
D	245.0	0.00	42.0	0.0	0.14	0.05	0.05	0.11
D	240.0	0.00	42.0	0.0	0.14	0.05	0.05	0.11
D	240.0	0.00	42.0	0.0	0.15	0.07	0.05	0.11
D	235.0	0.00	42.0	0.0	0.15	0.07	0.05	0.11
D	235.0	0.00	97.9	0.0	0.18	0.08	0.05	0.14
D	225.0	0.00	97.9	0.0	0.18	0.08	0.05	0.14
D	225.0	0.00	102.0	0.0	0.21	0.10	0.02	0.07
D	220.0	0.00	102.0	0.0	0.21	0.10	0.02	0.07
D	220.0	0.00	103.2	0.0	0.23	0.11	0.02	0.07
D	200.0	0.00	109.9	0.0	0.23	0.11	0.02	0.06
D	200.0	0.00	93.9	0.0	0.23	0.13	0.02	0.07
D	180.0	0.00	98.5	0.0	0.24	0.13	0.02	0.06
D	180.0	0.00	88.1	0.0	0.24	0.15	0.03	0.07
D	160.0	0.00	90.5	0.0	0.25	0.15	0.03	0.07
D	160.0	0.00	83.3	0.0	0.24	0.15	0.03	0.07
D	140.0	0.00	85.4	0.0	0.25	0.15	0.03	0.07
D	140.0	0.00	80.0	0.0	0.26	0.18	0.04	0.07
D	120.0	0.00	81.7	0.0	0.27	0.18	0.04	0.07
D	120.0	0.00	77.7	0.0	0.25	0.19	0.04	0.07
D	100.0	0.00	78.6	0.0	0.25	0.19	0.04	0.07
D	100.0	0.00	75.7	0.0	0.26	0.20	0.05	0.07
D	80.0	0.00	76.5	0.0	0.26	0.20	0.05	0.07
D	80.0	0.00	74.1	0.0	0.25	0.25	0.06	0.07
D	60.0	0.00	74.7	0.0	0.26	0.25	0.05	0.07
D	60.0	0.00	72.8	0.0	0.25	0.28	0.06	0.07
D	40.0	0.00	73.3	0.0	0.26	0.29	0.06	0.07
D	40.0	0.00	71.7	0.0	0.24	0.27	0.07	0.07
D	20.0	0.00	72.2	0.0	0.24	0.27	0.06	0.07
D	20.0	0.00	70.8	0.0	0.21	0.28	0.07	0.06
D	0.0	0.00	71.2	0.0	0.22	0.28	0.07	0.06

ANTENNA LOADING

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.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT		.....ANTENNA FORCES.....			
			RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	200.0	0.0	5.5	0.0	0.86	0.00	0.18	0.00

SUPPRESS PRINTING

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LOADS INPUT	...FOR THIS LOADING..				.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS		ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes		no	no	no	no

LOADING CONDITION Y

30 mph wind with 0.75 ice. Wind Azimuth: 0

MAST LOADING

=====

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	245.0	0.00	0.0	0.0	0.54	10.82	0.00	0.00
C	235.0	0.00	0.0	0.0	0.54	10.79	0.00	0.00
C	225.0	0.00	0.0	0.0	0.45	3.38	0.00	0.00

101235								
D	250.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	245.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	245.0	0.00	42.0	0.0	0.02	0.26	0.24	0.01
D	240.0	0.00	42.0	0.0	0.02	0.26	0.24	0.01
D	240.0	0.00	42.0	0.0	0.02	0.31	0.24	0.01
D	235.0	0.00	42.0	0.0	0.02	0.31	0.24	0.01
D	235.0	0.00	99.6	0.0	0.02	0.39	0.24	0.01
D	225.0	0.00	99.6	0.0	0.02	0.39	0.24	0.01
D	225.0	0.00	102.0	0.0	0.02	0.47	0.09	0.01
D	220.0	0.00	102.0	0.0	0.02	0.47	0.09	0.01
D	220.0	0.00	103.1	0.0	0.03	0.53	0.08	0.01
D	215.0	0.00	103.1	0.0	0.03	0.53	0.08	0.01
D	215.0	0.00	105.4	0.0	0.03	0.50	0.08	0.01
D	200.0	0.00	109.8	0.0	0.03	0.51	0.07	0.01
D	200.0	0.00	93.9	0.0	0.03	0.54	0.09	0.01
D	180.0	0.00	98.5	0.0	0.03	0.56	0.08	0.01
D	180.0	0.00	88.1	0.0	0.03	0.58	0.11	0.01
D	160.0	0.00	90.5	0.0	0.03	0.60	0.09	0.01
D	160.0	0.00	83.3	0.0	0.03	0.60	0.13	0.01
D	140.0	0.00	85.4	0.0	0.03	0.62	0.11	0.01
D	140.0	0.00	80.0	0.0	0.03	0.67	0.14	0.01
D	120.0	0.00	81.7	0.0	0.03	0.69	0.13	0.01
D	120.0	0.00	77.7	0.0	0.03	0.67	0.16	0.01
D	100.0	0.00	78.6	0.0	0.03	0.67	0.15	0.01
D	100.0	0.00	75.7	0.0	0.03	0.70	0.18	0.01
D	80.0	0.00	76.5	0.0	0.03	0.71	0.17	0.01
D	80.0	0.00	74.1	0.0	0.03	0.77	0.20	0.01
D	60.0	0.00	74.7	0.0	0.03	0.78	0.19	0.01
D	60.0	0.00	72.8	0.0	0.03	0.84	0.22	0.01
D	40.0	0.00	73.3	0.0	0.03	0.85	0.21	0.01
D	40.0	0.00	71.7	0.0	0.03	0.82	0.24	0.01
D	20.0	0.00	72.2	0.0	0.03	0.82	0.23	0.01
D	20.0	0.00	70.8	0.0	0.02	0.85	0.30	0.01
D	10.0	0.00	70.8	0.0	0.02	0.85	0.30	0.01
D	10.0	0.00	71.2	0.0	0.02	0.93	0.36	0.01
D	0.0	0.00	71.2	0.0	0.02	0.93	0.36	0.01

ANTENNA LOADING

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.....ANTENNA.....		ATTACHMENT		.....ANTENNA FORCES.....				
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	200.0	0.0	5.5	0.0	0.07	0.00	0.81	0.00

SUPPRESS PRINTING

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...FOR THIS LOADING..				.....MAXIMUMS.....			
LOADS INPUT	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
250.0	3.503 G	-3.313 D	0.046 G	1.873 G	-1.766 D	0.172 L
245.0	3.340 G	-3.159 D	0.044 G	1.874 G	-1.766 D	0.172 L
240.0	3.175 G	-3.003 D	0.041 G	1.864 G	-1.758 D	0.171 L
235.0	3.012 G	-2.850 D	0.038 G	1.845 G	-1.740 D	0.167 L
230.0	2.851 G	-2.698 D	0.035 G	1.803 G	-1.700 D	0.162 L
225.0	2.693 G	-2.549 D	0.033 G	1.732 G	-1.633 D	0.155 L
220.0	2.543 G	-2.408 D	0.030 G	1.627 G	-1.536 D	0.149 P
215.0	2.400 G	-2.272 D	0.029 e	1.570 G	-1.482 D	0.144 P
210.0	2.263 G	-2.143 D	0.028 e	1.508 G	-1.424 D	0.138 P
205.0	2.130 G	-2.018 D	0.028 e	1.442 G	-1.361 D	0.133 P
200.0	2.005 G	-1.900 D	0.027 e	1.373 G	-1.297 D	0.128 P
195.0	1.885 G	-1.786 D	0.026 e	1.313 G	-1.241 D	0.120 P
190.0	1.771 G	-1.679 D	0.026 e	1.252 G	-1.184 D	0.112 P
185.0	1.663 G	-1.576 D	0.025 e	1.191 G	-1.125 D	0.105 P
180.0	1.559 G	-1.478 D	0.024 e	1.128 G	-1.067 D	0.098 P
173.3	1.429 G	-1.355 D	0.024 e	1.067 G	-1.009 D	0.091 P
166.7	1.306 G	-1.239 D	0.023 e	1.006 G	-0.952 D	0.084 P
160.0	1.190 G	-1.129 D	0.022 e	0.945 G	-0.894 D	0.078 P
153.3	1.080 G	-1.025 D	0.021 e	0.883 G	-0.836 D	0.072 P
146.7	0.978 G	-0.928 D	0.020 e	0.821 G	-0.778 D	0.066 P

101235						
140.0	0.882 G	-0.838 D	0.019 e	0.760 G	-0.720 D	0.060 P
133.3	0.794 G	-0.753 D	0.018 e	0.713 G	-0.675 D	0.055 P
126.7	0.712 G	-0.676 D	0.018 e	0.666 G	-0.631 D	0.050 P
120.0	0.633 G	-0.601 D	0.017 e	0.619 G	-0.587 D	0.046 P
110.0	0.528 G	-0.502 D	0.015 e	0.552 G	-0.523 D	0.041 L
100.0	0.434 G	-0.413 D	0.014 e	0.484 G	-0.459 D	0.036 L
90.0	0.352 G	-0.334 D	0.013 e	0.417 G	-0.395 D	0.033 L
80.0	0.282 G	-0.268 D	0.011 e	0.349 G	-0.332 D	0.029 L
70.0	0.221 G	-0.210 D	0.010 i	0.306 G	-0.290 D	0.025 L
60.0	0.167 G	-0.158 D	0.009 e	0.262 G	-0.249 D	0.021 L
50.0	0.122 G	-0.116 D	0.007 Y	0.218 G	-0.207 D	0.018 L
40.0	0.084 G	-0.080 D	0.006 e	0.174 G	-0.165 D	0.015 L
30.0	0.053 G	-0.050 D	0.005 Y	0.131 G	-0.124 D	0.011 L
20.0	0.029 G	-0.027 D	0.003 e	0.087 G	-0.083 D	0.008 L
10.0	0.009 G	-0.009 D	0.002 Y	0.043 G	-0.041 D	0.004 L
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV ft	AZI deg	TYPE *	.....BEAM DEFLECTIONS (deg).....			
			PITCH	YAW	ROLL	TOTAL
200.0	0.0	STD+R	1.297 D	0.128 P	-1.373 G	1.303 D

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-----	-----	0.30 M	0.00 A
	0.13 S	0.68 G		
245.0	-----	-----	0.07 G	0.00 A
	1.58 M	2.62 M		
240.0	-----	-----	1.68 A	0.00 A
	7.80 M	3.36 M		
235.0	-----	-----	0.18 A	0.00 A
	17.62 M	5.67 H		
230.0	-----	-----	0.00 U	0.00 A
	31.90 M	6.06 H		
225.0	-----	-----	0.28 A	0.00 A
	47.42 M	7.86 M		
220.0	-----	-----	0.38 U	0.00 A
	63.90 M	5.55 M		
215.0	-----	-----	0.24 A	0.00 A
	76.86 M	5.32 H		
210.0	-----	-----	0.06 A	0.00 A
	87.83 M	5.13 M		
205.0	-----	-----	0.19 E	0.00 A
	98.82 M	5.11 H		
200.0	-----	-----	0.09 A	0.00 A
	109.09 M	5.65 T		
195.0	-----	-----	0.14 E	0.00 A
	118.95 M	5.86 B		
190.0	-----	-----	0.11 A	0.00 A
	128.99 M	5.56 T		
185.0	-----	-----	0.12 E	0.00 A
	138.16 M	5.79 B		
180.0	-----	-----	0.10 A	0.00 A
	148.85 M	6.10 T		
173.3	-----	-----	0.13 E	0.00 A
	160.35 M	6.32 B		
166.7	-----	-----	0.10 A	0.00 A
	171.84 M	6.25 T		
160.0	-----	-----	0.11 E	0.00 A
	182.81 M	6.50 B		
153.3	-----	-----	0.07 A	0.00 A
	193.78 M	6.51 T		
146.7	-----	-----	0.10 E	0.00 A
	204.37 M	6.78 B		
140.0	-----	-----	0.06 A	0.00 A
	214.97 M	6.87 T		
133.3	-----	-----	0.13 A	0.00 A
	225.28 M	7.15 B		
126.7	-----	-----	0.05 A	0.00 A
	235.71 M	7.31 T		
120.0	-----	-----	0.12 A	0.00 A
	248.29 M	8.34 N		
110.0	-----	-----	0.12 A	0.00 A
	263.65 M	8.55 T		
100.0	-----	-----	0.07 A	0.00 A
	278.60 M	8.91 N		

ELEV	MEMBER	DIAG	MEMBER	DIAG
90.0	293.61 M	9.18 T	0.11 A	0.00 A
80.0	308.35 M	9.56 N	0.06 A	0.00 A
70.0	323.03 M	9.84 T	0.06 A	0.00 A
60.0	337.49 M	10.23 N	0.06 A	0.00 A
50.0	351.91 M	10.54 T	0.06 A	0.00 A
40.0	366.22 M	10.93 N	0.05 A	0.00 A
30.0	380.54 M	11.21 T	0.05 A	0.00 A
20.0	394.69 M	11.53 B	0.00 E	0.00 A
10.0	408.66 M	11.73 T	0.05 A	0.00 A
0.0			0.00 A	0.00 A

101235

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
250.0	-0.56 Y	-0.47 M	-0.44 G	0.00 A
245.0	-4.54 G	-2.92 G	-0.04 M	0.00 A
240.0	-11.23 G	-3.61 G	-1.38 S	0.00 A
235.0	-24.89 G	-5.62 B	-0.09 S	0.00 A
230.0	-39.63 G	-6.09 H	-0.02 Y	0.00 A
225.0	-56.75 G	-8.08 G	-0.19 S	0.00 A
220.0	-73.77 G	-5.86 G	-0.43 C	0.00 A
215.0	-87.85 G	-5.22 N	-0.19 S	0.00 A
210.0	-99.21 G	-5.35 G	-0.06 S	0.00 A
205.0	-111.08 G	-5.08 N	-0.15 W	0.00 A
200.0	-122.13 G	-6.01 B	-0.08 S	0.00 A
195.0	-132.89 G	-5.60 T	-0.11 W	0.00 A
190.0	-143.29 G	-5.82 B	-0.10 S	0.00 A
185.0	-153.38 G	-5.59 T	-0.10 W	0.00 A
180.0	-164.68 G	-6.33 B	-0.09 S	0.00 A
173.3	-177.46 G	-6.17 T	-0.11 W	0.00 A
166.7	-189.87 G	-6.42 B	-0.08 S	0.00 A
160.0	-202.11 G	-6.39 T	-0.09 W	0.00 A
153.3	-214.12 G	-6.65 B	-0.06 S	0.00 A
146.7	-225.99 G	-6.69 T	-0.08 W	0.00 A
140.0	-237.80 G	-6.98 B	-0.06 S	0.00 A
133.3	-249.54 G	-7.10 H	-0.11 S	0.00 A
126.7	-261.37 G	-7.40 B	-0.05 S	0.00 A
120.0	-275.78 G	-8.39 G	-0.10 S	0.00 A
110.0	-293.36 G	-8.65 B	-0.10 S	0.00 A
100.0	-310.65 G	-8.94 G	-0.06 S	0.00 A
90.0	-328.03 G	-9.27 B	-0.09 S	0.00 A

	-----			101235	
80.0	-345.40 G	-9.58 G	-0.06 S		0.00 A
70.0	-362.87 G	-9.93 B	-0.05 S		0.00 A
60.0	-380.33 G	-10.26 G	-0.05 S		0.00 A
50.0	-397.90 G	-10.64 B	-0.05 S		0.00 A
40.0	-415.39 G	-10.95 G	-0.05 S		0.00 A
30.0	-432.81 G	-11.29 B	-0.04 S		0.00 A
20.0	-450.14 G	-11.53 H	0.00 W		0.00 A
10.0	-467.29 G	-11.82 B	-0.04 S		0.00 A
0.0			0.00 A		0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LDADS: (kip)

-----LOAD-----		-----COMPONENTS-----		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
45.85 G	39.38 K	475.17 G	-414.97 M	45.85 G

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
75.7 G	-72.0 D	75.7 G	188.7 i	10534.1 G	-10009.5 D	10534.1 G	41.4 L

**MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES**

Tower Description 250' S3TL Series HD1  
 Customer PARALLEL INFRASTRUCTURE  
 Project Number 101235  
 Date 4/7/2014  
 Engineer TTW

<b>Overall Loads:</b>			
Factored Moment (ft-kips)	10534.06	Anchor Bolt Count (per leg)	6
Factored Axial (kips)	73.98		
Factored Shear (kips)	75.72		
<b>Individual Leg Loads:</b>		Tower eccentric from mat (ft)=	2
Factored Uplift (kips)	415		
Factored Download (kips)	475		
Factored Shear (kips)	46		
Width of Tower (ft)	27		
Ultimate Bearing Pressure	18		
Bearing $\phi$ s	0.75		
Bearing Design Strength (ksf)	13.5	Max. Factored Net Bearing Pressure (ksf)	3.39
Water Table Below Grade (ft)	23		
Width of Mat (ft)	33	Minimum Mat Width (ft)	32.84
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	6		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	58	Minimum Pier Diameter (ft)	2.60
Diameter of Pier (ft)	3	Equivalent Square b (ft)	2.66
Ht. of Pier Above Ground (ft)	0.5		
Ht. of Pier Below Ground (ft)	4.5		
Quantity of Bars in Mat	48		
Bar Diameter in Mat (in)	0.875		
Area of Bars in Mat (in <sup>2</sup> )	28.86		
Spacing of Bars in Mat (in)	8.28	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	14		
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.5	Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	5.09
Spacing of Ties (in)	12	Recommended Spacing (in)	6 to 12
Area of Bars in Pier (in <sup>2</sup> )	11.00		
Spacing of Bars in Pier (in)	6.28		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.12		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	64.43		

**MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)**

**Two-Way Shear:**

Average d (in)	14.125		
$\phi V_c$ (kips)	478.8	$V_u$ (kips)	475.0
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_o d$	718.2		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}b_o d$	694.4		
$\phi V_c = \phi 4f'_c{}^{1/2}b_o d$	478.8		
Shear perimeter, $b_o$ (in)	148.61		
$\beta_c$	1		

**Stability:**

Overturning Design Strength (ft-k)	18175.9	Factored Overturning Moment (ft-k)	11026.2
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**One-Way Shear:**

$\phi V_c$ (kips)	637.9	$V_u$ (kips)	435.6
-------------------	-------	--------------	-------

**Pier Design:**

Design Tensile Strength (kips)	593.8	$T_u$ (kips)	415.0
$\phi V_n$ (kips)	69.9	$V_u$ (kips)	46.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	21.8		
$V_s$ (kips)	56.5	*** $V_s$ max = $4 f'_c{}^{1/2}b_w d$ (kips)	278.2
Maximum Spacing (in)	13.01	(Only if Shear Ties are Required)	
Actual Hook Development (in)	13.25	Req'd Hook Development $l_{dh}$ (in)	12.52
		*** Ref. ACI 11.5.5 & 11.5.6.3	

**Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	153.4	$P_u$ (kips)	415.0
Pier Rebar Development Length (in)	47.63	Required Length of Development (in)	31.26

**Flexure in Slab:**

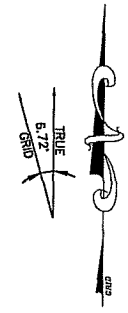
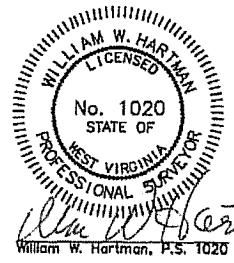
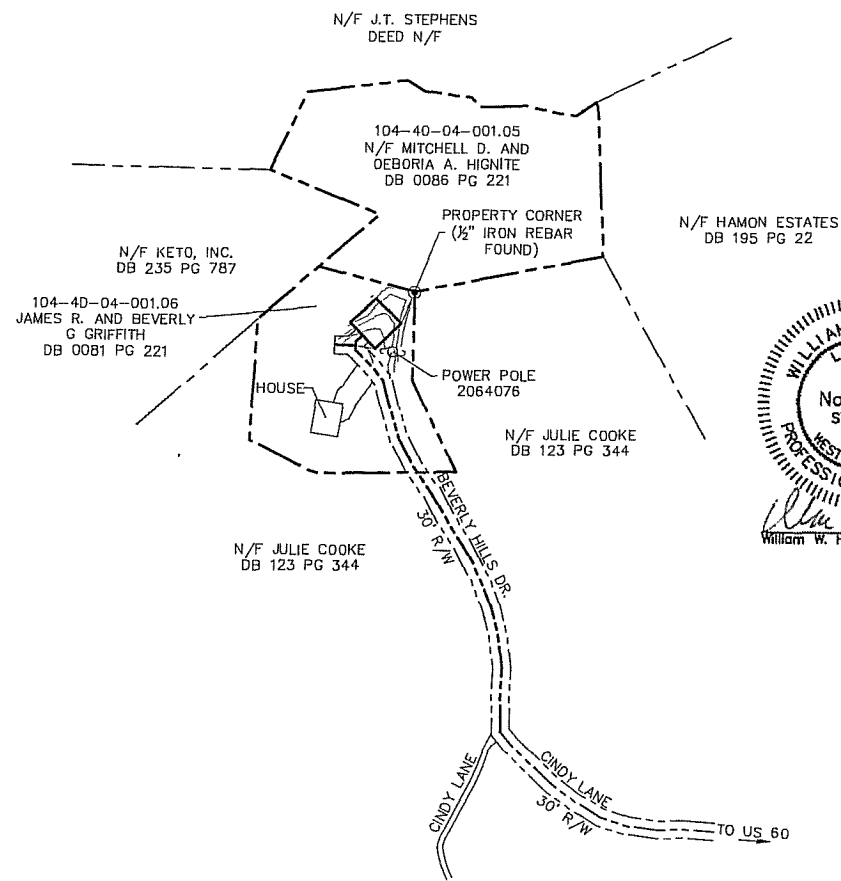
$\phi M_n$ (ft-kips)	1760.4	$M_u$ (ft-kips)	1745.5
a (in)	1.14		
Steel Ratio	0.00516		
$\beta_1$	0.825		
Maximum Steel Ratio (.75 $p_b$ )	0.0233		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	195.00	Required Development in Pad (in)	181.54

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear	1
Overturning	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1
One-Way Shear	1
Hook Development	1
Minimum Mat Depth	1



LEGEND

CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊕
TELE. LINE	-T-	PP W/ G. WIRE	⊕
GUARD RAIL	-r-	LIGHT POLE	⊕
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX	⊕
IRON ROD FOUND	IRF	IRON PIPE FOUND	IPF

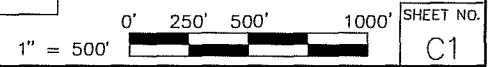
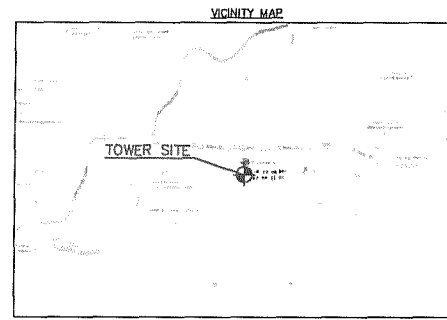


REFERENCE:  
1.) DB 0081 PG 221

- NOTES:
- 1) THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
  - 2) ALL BEARINGS ARE KENTUCKY STATE GRID, ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 88.
  - 3) TAX MAP PARCEL NO. 104-40-04-001.06.
  - 4) THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER PHONE CALL TO CARTER COUNTY PLANNING DEPARTMENT. (606) 255-7535
  - 5) RATIO OF PRECISION = 1/10,000.
  - 6) AREA BY COORDINATE METHOD.
  - 7) THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.
  - 8) BEING SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, EASEMENTS, UTILITIES, COVENANTS, EXCEPTIONS, CONVEYANCES, LEASES, AND EXCLUSIONS PREVIOUSLY IMPOSED AND APPEARING OF RECORD, AND THOSE NOT OF RECORD

NOTE:  
THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY BY STANTEC. PROPERTY LINES WERE APPROXIMATED FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND PLATS OF PUBLIC RECORD FROM SURVEYS AND DOCUMENTS PROVIDED TO THE SURVEYOR BY THE OWNER OR CLIENT.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 21019C01300 DATED 8/5/2013; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE A, B, OR V.



**BC**  
architects  
engineers

5651 COLUMBIA PIKE, SUITE 200  
FALLS CHURCH, VA 22041-2958  
TEL: (703) 971-5300  
FAX: (703) 971-5300

**Stantec**

**Parallel**  
INFRASTRUCTURE

4401 BUSHY ROAD EAST  
JACKSONVILLE, FL 32244

2					
1					
0	02/27/14	FINAL SURVEY			
B					
A					
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED: C. MORIN	DRAWN: CR		

KY00017

BC ARCHITECTS ENGINEERS  
FALLS CHURCH, VA

GRAYSON, KY  
SITE: KY00017

SITE ADDRESS:  
127 BEVERLY HILLS DR.  
GRAYSON, KY 41143

BC ARCHITECTS ENGINEERS

DRAWING NUMBER: KY00017

REV: 0

## LIST OF PROPERTY OWNERS:

### Statement Pursuant to Section 1 (1) (I) 807 KAR 5:063

Section 1 (1)(I) 1. The following is a list of every property owner who according to property valuation administrator's records, owns property within 500 feet of the proposed tower and each have been: notified by certified mail, return receipt requested, of the proposed construction,

Section 1 (1)(I) 2. Every person listed below who, according to the property valuation administrator's records, owns property within 500 feet of the proposed tower has been: Given the Commission docket number under which the application will be processed: and

Section 1 (1)(I) 3. Every person listed below who, according to property valuation administrator's records, owns property within 500 feet of the proposed tower has been: Informed of his right to request intervention.

### LIST OF PROPERTY OWNERS

Deboria A. & Mitchell D. Hignite  
194 Barrett Street  
Grayson, Kentucky 41143  
Parcel# 104-40-04-001.05/5839

Keto, Incorporated  
P.O. Box 234  
Grayson, Kentucky 41143  
Parcel# 104-40-04-001.03/6883

Julie K. Cooke  
306 Hitchens Road  
Grayson, Kentucky 41143  
Parcel# 104-40-04-001.09/23219

Sally A Conroy  
236 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-022.00

Jeffrey L. & Valerie Porter  
208 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-019.00

Bonnie J. Horton  
202 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-018.00

Jamey Bryan & Julia E. Walburn  
240 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-025.00



May 12, 2014

VIA CERTIFIED MAIL

Sally A. Conroy  
236 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-022.00

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)

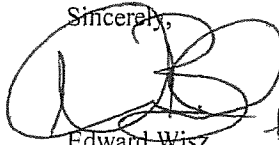
Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2014-00143 in your correspondence.

If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,



Edward Wisz for: Ed Wisz  
Program Mgmt. Director





May 12, 2014

VIA CERTIFIED MAIL

Deboria A. & Mitchell D. Hignite  
194 Barrett Street  
Grayson, Kentucky 41143  
Parcel# 104-40-04-001.05/5839

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)

Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

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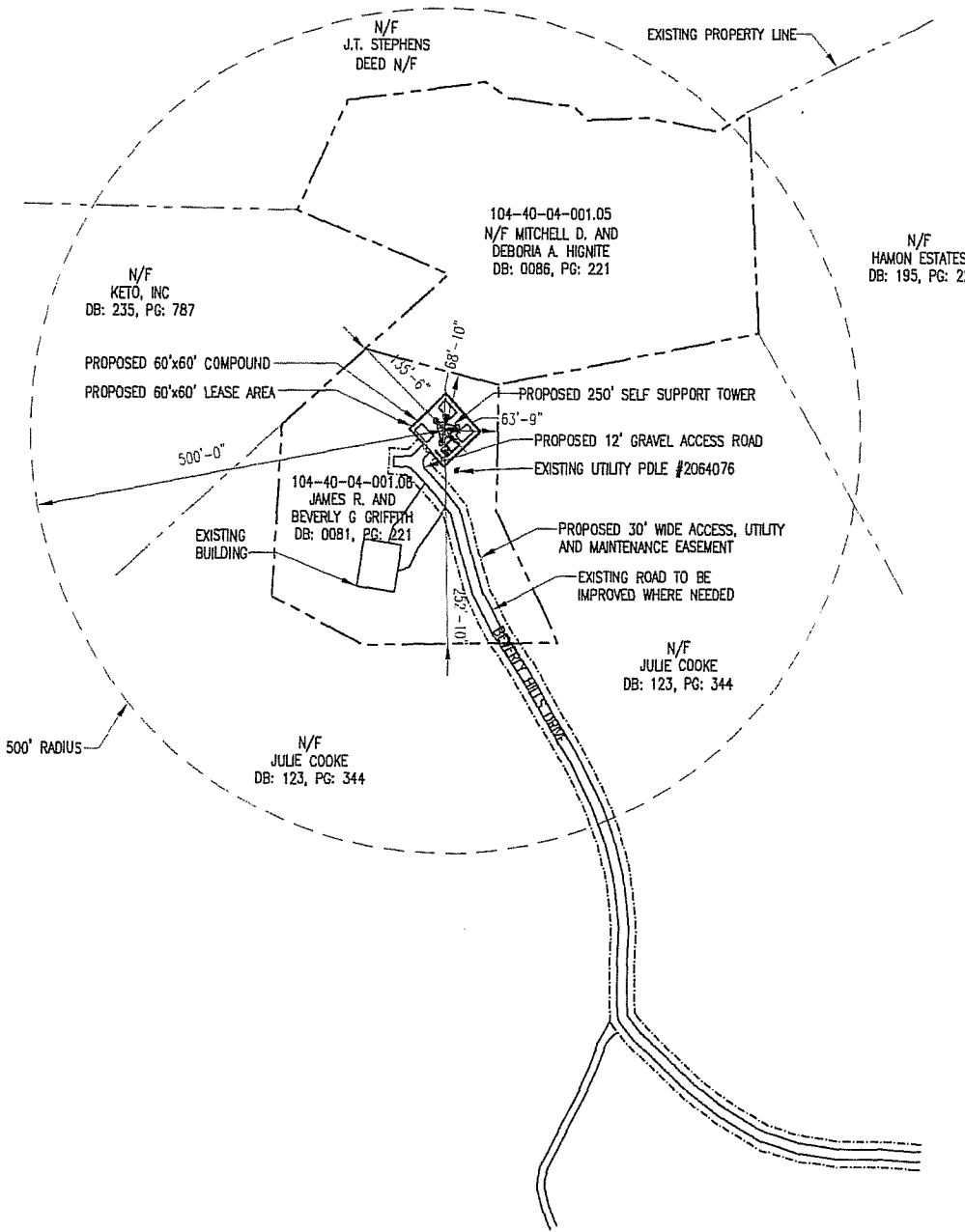
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Sincerely,

A handwritten signature in black ink, appearing to read "Edward Wisz". To the right of the signature, there is a small handwritten note that says "Per Ed Wisz".

Edward Wisz  
Program Mgmt. Director



SCALE IN FEET



DATE: 04/24/14  
 DRAWN BY: J. W. WILSON  
 CHECKED BY: J. W. WILSON  
 PROJECT: GRAYSON KY00017  
 SHEET: 1 OF 3

<p>5661 COLUMBIA PIKE, SUITE 200 FALLS CHURCH, VA 22041-2868 TEL: (703) 671-6000 FAX: (703) 671-6300</p>	<p>4601 TOUCHTON ROAD EAST JACKSONVILLE, FL 32246</p>	<p>GRAYSON KY00017</p> <p>127 BEVERLY HILLS DR GRAYSON, KY 41143</p>	LEASE EXHIBIT			
			PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 4-24-14	SHEET: 1 OF 3	REV: B
			SITE#: KY00017 SITE NAME: GRAYSON LAT: 38° 19' 38.4" LONG: -82° 55' 32.3"			
			SCALE: 1"=200'			

May 12, 2014

VIA CERTIFIED MAIL

Jeffrey L. & Valerie Porter  
208 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-019.00

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)

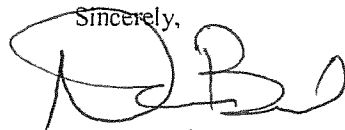
Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

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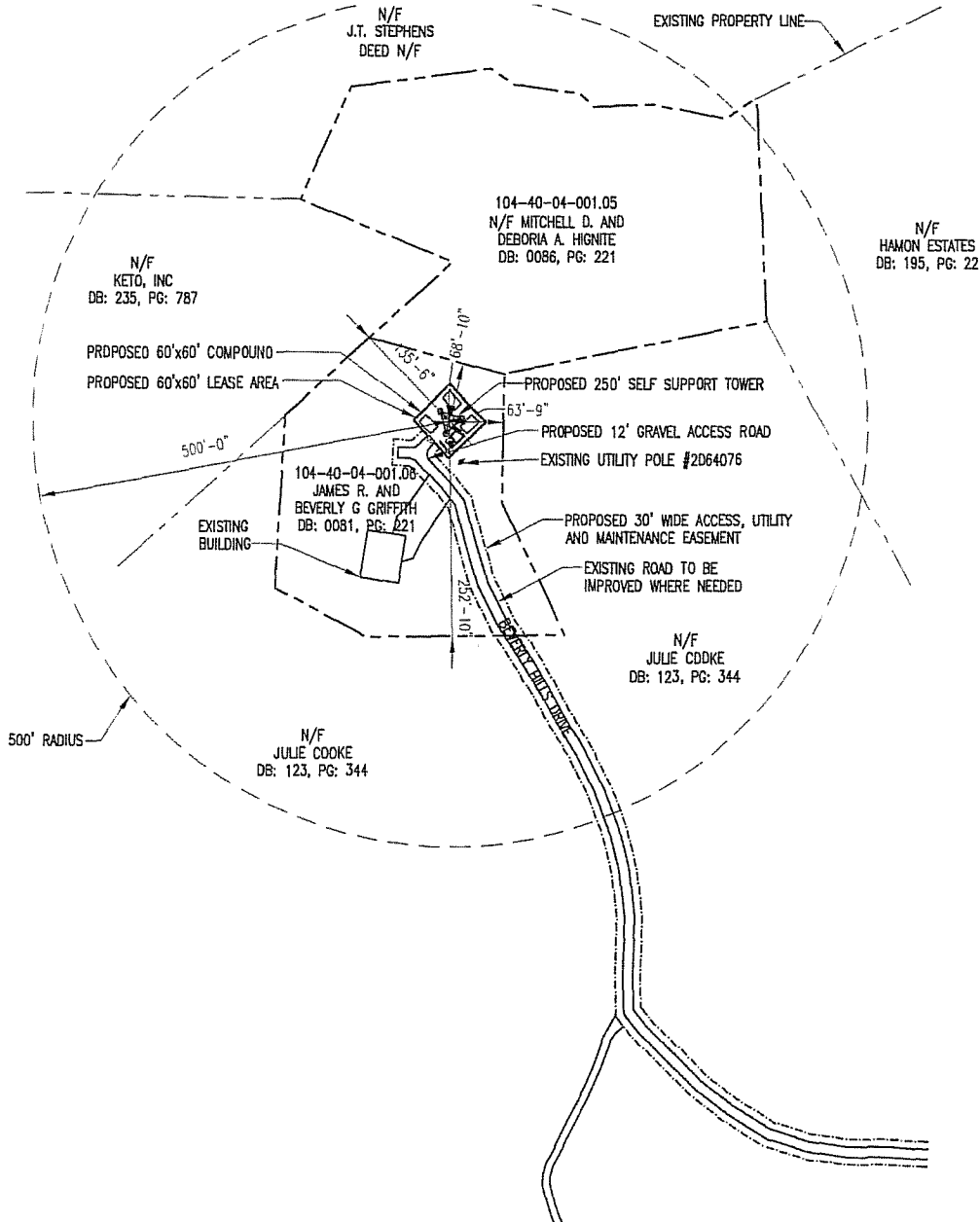
If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Wisz', with a large, stylized initial 'E'.

Edward Wisz  
Program Mgmt. Director

*for Ed. Wisz*



SCALE IN FEET



DATE: 04/24/14  
 DRAWN BY: J. HANCOCK  
 CHECKED BY: J. HANCOCK  
 PROJECT: GRAYSON KY00017  
 SHEET: 1 OF 3  
 SCALE: 1"=200'  
 2014/04/24 10:55:21 AM J:\Projects\04-24-14\ALPHAVAN\04-24-14\ALPHAVAN.dwg  
 PLOT: 04/24/14 10:55:21 AM

**BC**  
 architects  
 engineers  
 5661 COLUMBIA PIKE, SUITE 200  
 FALLS CHURCH, VA 22041-2868  
 TEL: (703) 671-6000  
 FAX: (703) 671-6300

**PAVING**  
 INFRASTRUCTURE  
 4601 TOUCHTON ROAD EAST  
 JACKSONVILLE, FL 32246

GRAYSON  
 KY00017  
 127 BEVERLY HILLS DR  
 GRAYSDEN, KY 41143

LEASE EXHIBIT			
PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 4-24-14	SHEET: 1 OF 3	REV: B
SITE#: KY00017			
SITE NAME: GRAYSON			
LAT: 38° 19' 38.4"			
LONG: -82° 55' 32.3"			
SCALE: 1"=200'			





May 12, 2014

VIA CERTIFIED MAIL

Keto Inc.  
P.O. Box 234  
Grayson, Kentucky 41143  
Parcel# 104-40-04-001.03/6883

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)

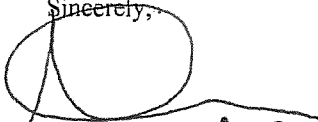
Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2014-00143 in your correspondence.

If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,



Edward Wisz for Ed. Wisz  
Program Mgmt. Director





May 12, 2014

VIA CERTIFIED MAIL

Charles Wallace, Judge Executive  
300 West Main Street Room 227  
Grayson, KY 41143

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)

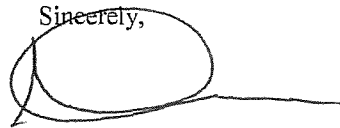
Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS, d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you are the County Judge Executive of Carter County.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

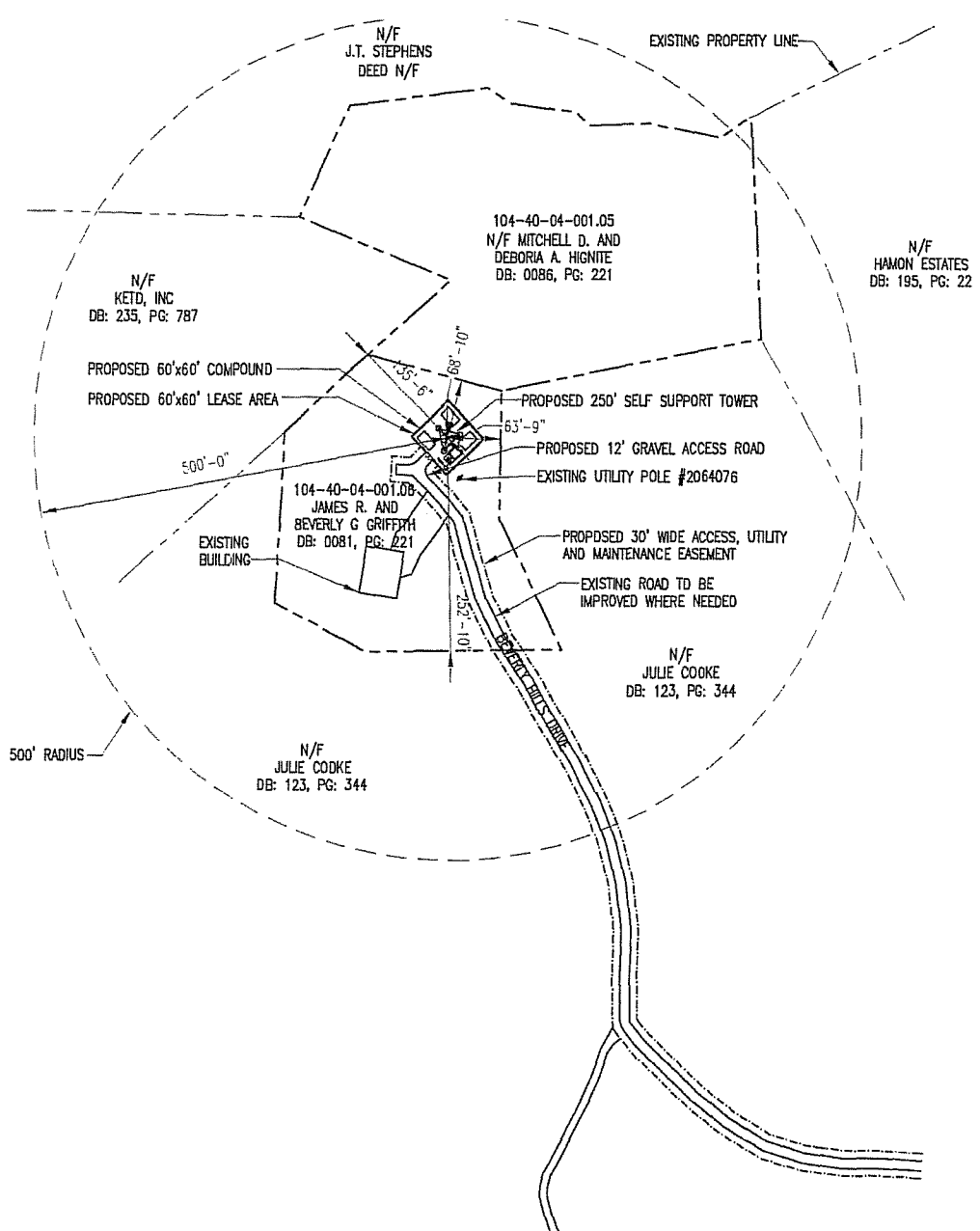
Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2014-00143 in your correspondence.

If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,



Edward Wisz *for Ed Wisz*  
Program Mgmt. Director



SCALE IN FEET



FOR BC ARCHITECTS USE ONLY 04-24-14 JAPN VALUENUE 1010233 1/Dimension - 2013/Produce infrastructure/grayson - INKED/1/1E - REV B - 2014-04-27/25-1.441

**BC**  
 architects  
 engineers  
 5661 COLUMBIA PIKE, SUITE 200  
 FALLS CHURCH, VA 22041-2868  
 TEL: (703) 671-6000  
 FAX: (703) 671-6300

**Paradigm**  
 INFRASTRUCTURE  
 4601 TOUCHTON ROAD EAST  
 JACKSONVILLE, FL 32248

GRAYSON  
 KY00017  
 127 BEVERLY HILLS DR  
 GRAYSON, KY 41143

LEASE EXHIBIT			
PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 4-24-14	SHEET: 1 OF 3	REV: B
SITE#: KY00017			
SITE NAME: GRAYSON			
LAT: 38° 19' 38.4"			
LONG: -82° 55' 32.3"			
SCALE: 1"=200'			



May 12, 2014

VIA CERTIFIED MAIL

Jamey Bryan & Julia E. Walburn  
240 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-025.00

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)


Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2014-00143 in your correspondence.

If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,



Edward Wisz *for Ed Wisz*  
Program Mgmt. Director





May 12, 2014

VIA CERTIFIED MAIL

Bonnie J. Horton  
202 Hugh Street  
Grayson, Kentucky 41143  
Parcel# 104-70-10-018.00

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)


Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2014-00143 in your correspondence.

If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,



Edward Wisz for Ed Wisz  
Program Mgmt. Director







May 12, 2014

VIA CERTIFIED MAIL

Julie K. Cooke  
306 Hitchens Road  
Grayson, Kentucky 41143  
Parcel# 104-40-04-001.09/23219

RE: Public Notice-Public Service Commission of Kentucky (Docket/Case No. 2014-00143)

Parallel Infrastructure, LLC on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility who is licensed to provide cellular telecommunications service in this area by the FCC is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and operate a new facility in Carter County. The facility will include a 250 foot self supporting tower with attached antennas extending upwards, and an equipment shelter on a tract of land located approximately 122 Beverly Hills Drive, Grayson, Carter County, Kentucky. A map showing the location of the proposed new facility is enclosed. This notice is being sent to you because you may own property (off Hitchens Road) or reside within a 500' radius of the proposed tower.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter. The Commission must receive your initial communication within 20 days of the date of this letter as shown above.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission of Kentucky, P.O. Box 615, Frankfort, KY 40602. Please refer to Case No. 2014-00143 in your correspondence.

If you have any questions for Parallel Infrastructure, please direct them to my attention at the following address: Parallel Infrastructure, 4601 Touchton Road, Bldg. 300, Suite 3200, Jacksonville, FL 32246 or call me at 904-238-1402.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Wisz", written over a circular scribble.

Edward Wisz  
Program Mgmt. Director *for Ed Wisz*



**Please place the following Public Notice Advertisement in the Grayson Journal Inquirer  
Wednesday, May 7, 2014 and Wednesday, May 14, 2014 publication.**

PUBLIC NOTICE:

RE: Public Service Commission of Kentucky (Docket/Case No. 2014 – 00143)

Public Notice is hereby given that Parallel Infrastructure has filed an application to the Kentucky Public Service Commission, on behalf of New Cingular Wireless PCS d/b/a AT&T Mobility, to construct a cellular telecommunications tower on a tract of land located near 122 Beverly Hills Drive, Grayson, Kentucky 41143. The proposed tower will be a 250 foot self-supporting tower with antennas attached. If you would like to respond to this notice, please contact the Executive Director, Public Service Commission, 211 Sower Boulevard P.O. Box 615, Frankfort, Kentucky 40602. Please refer to Docket/Case No. 2014-00143

If you have any questions about the placement of the above mentioned notice, please call me at 904-238-1402.

Thank You.

Edward Wisz  
Program Mgmt. Director  
Parallel Infrastructure  
4601 Touchton Road  
Bldg. 300, Suite 3200,  
Jacksonville, FL 32246

**NEW CINGULAR WIRELESS PCS**  
**CELLULAR/RADIO TOWER**

Grayson Site  
122 Beverly Hills Drive  
Grayson, KY 41123

Sign # 1.

New Cingular Wireless PCS, dba AT&T Mobility proposes to construct a  
Telecommunications Tower  
on this site. If you have questions, please contact Parallel Infrastructures, 4601  
Touchdown Road East, Jacksonville, FL 32246 Phone # 904-450-4833 or the Executive  
Director, Public Services Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort,  
KY 40602, Phone # 502-564-3940.

Please refer to Case No. 2014-00143 in any communications.

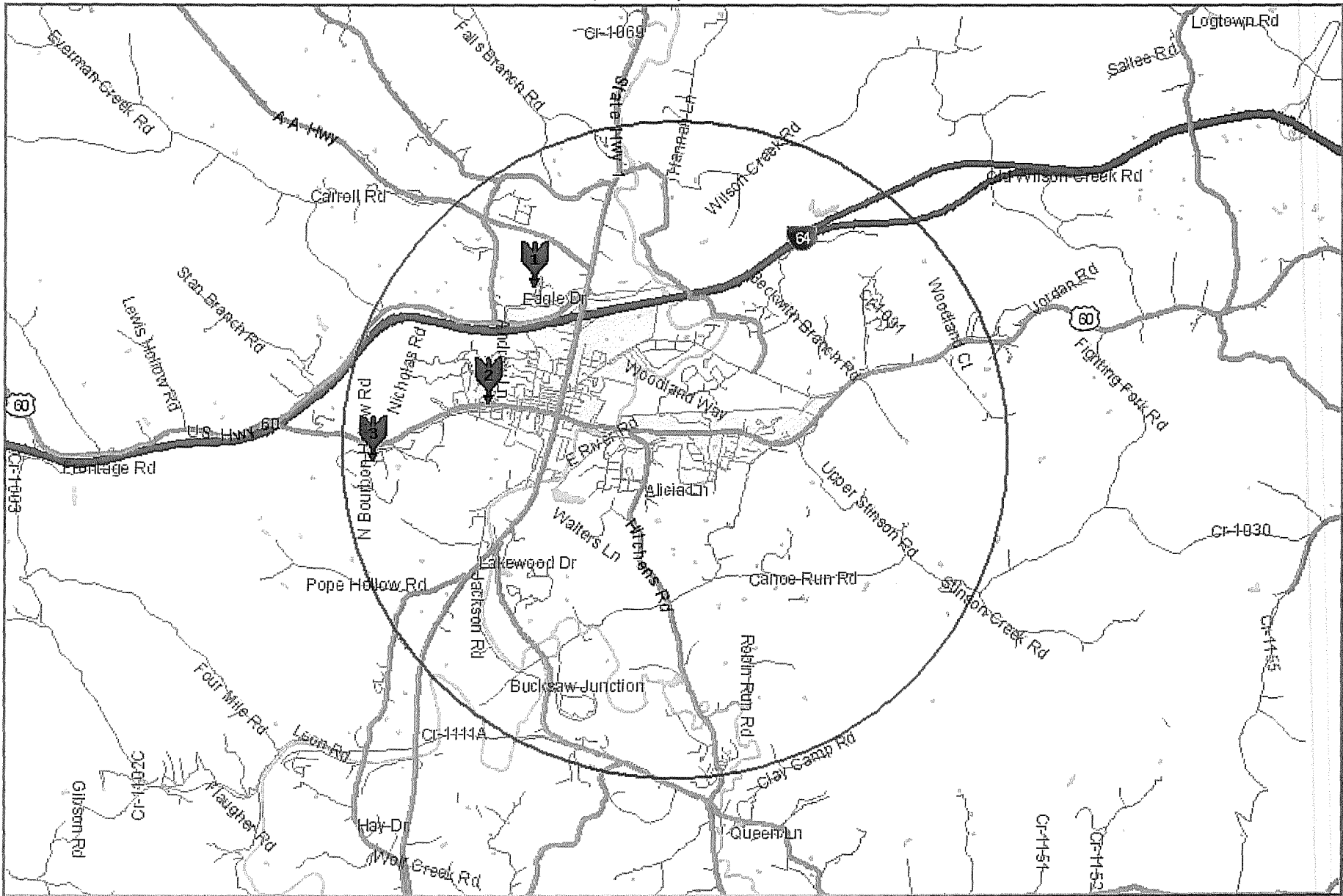
Sign # 2.

New Cingular Wireless PCS, dba AT&T Mobility proposes to construct a  
Telecommunications Tower  
near this site. If you have questions, please contact Parallel Infrastructures, 4601  
Touchdown Road East, Jacksonville, FL 32246 Phone # 904-450-4833 or the Executive  
Director, Public Services Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort,  
KY 40602, Phone # 502-564-3940.

Please refer to Case No. 2014-00143 in any communications.

# Search Structures

38.327333, -82.925639, radius 3.0 mi / 4.8 km



### Search Structures

38.327333, -82.925639, radius 3.0 mi / 4.8 km

#	Dist	Type	Name	Coordinates	Height	Structure	Owner	Address
1	2.12 mi 3.42 km	FCC	1042425	38.351889, -82.949111	291.0 ft 88.7 m	MAST	CC ATT LLC	Indian Hill Road, Grayson, KY, 41143
2	1.81 mi 2.91 km	FCC	1202430	38.336528, -82.956833	250.0 ft 76.2 m	TOWER	ALLTEL Communications, LLC	405 College Hill, Grayson, KY, 41143
3	2.73 mi 4.39 km	FCC	1042594	38.328889, -82.975833	324.1 ft 98.8 m	TOWER	CARTER COUNTY BROADCASTING CO INC DBA = WGOH RADIO	1 MI W OF GRAYSON KY ON US RT 60, GRAYSON, KY, 41143

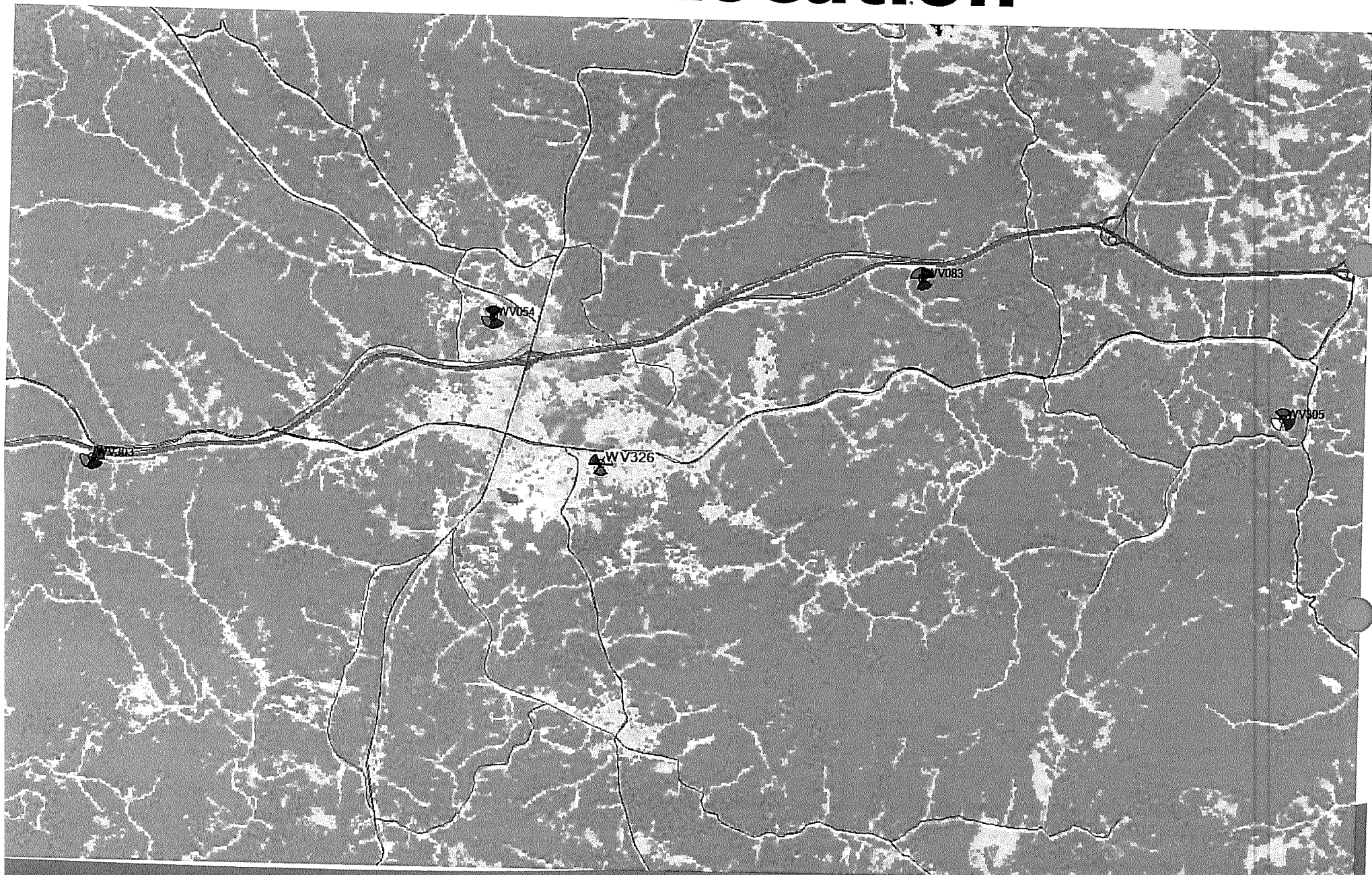


**at&t**

# **WV326 Area Coverage Plots**

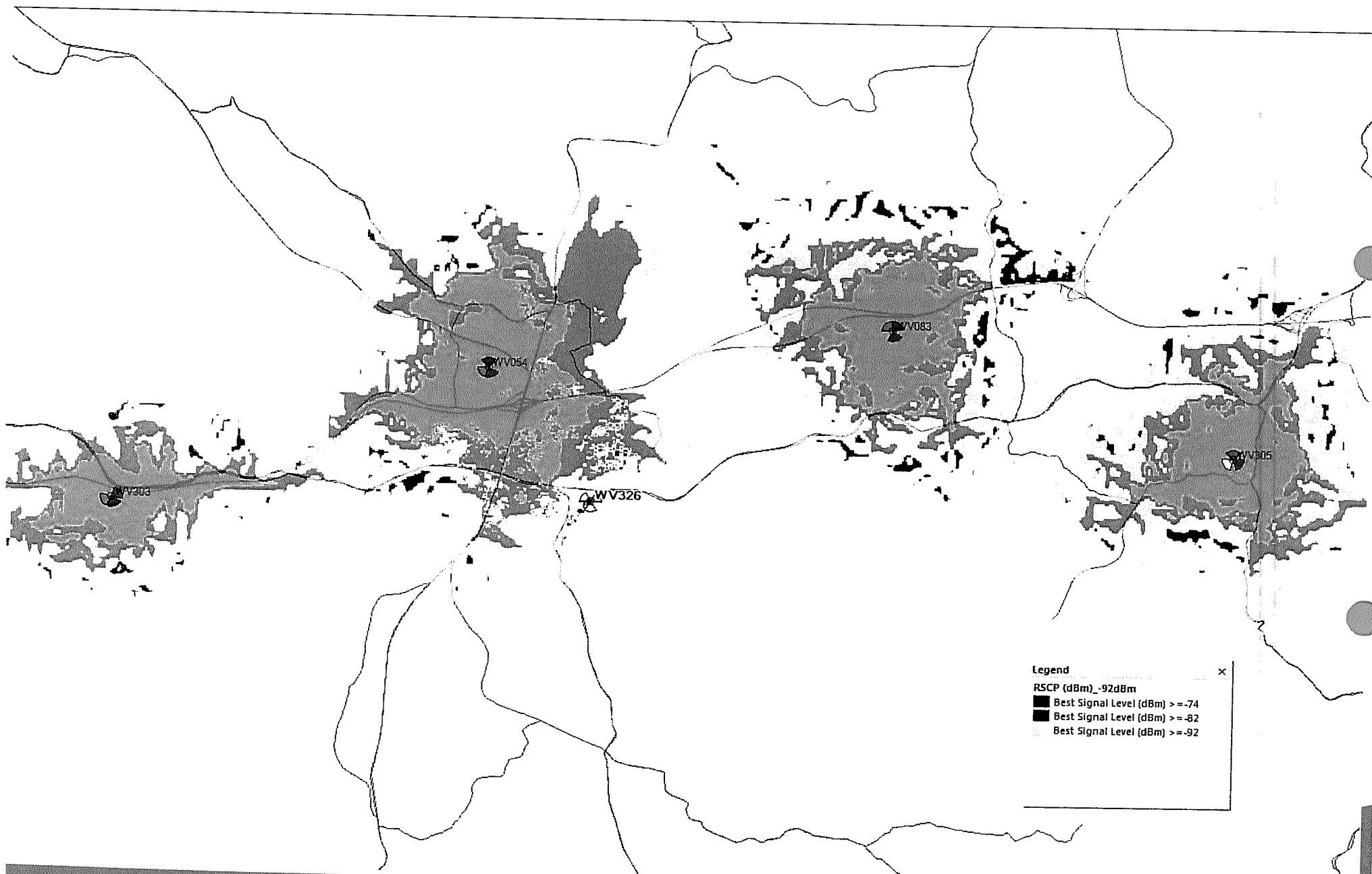
**AT&T Proprietary (Internal Use Only)**  
Not for use or disclosure outside the AT&T companies  
except under written agreement

# Site Location





# Composite Coverage With WV326 Off Air



# Coverage of WV326



# Composite Coverage With WV326 On Air



# Delaware

PAGE 1

*The First State*

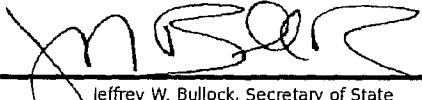
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PI TELECOM INFRASTRUCTURE, LLC", FILED IN THIS OFFICE ON THE FOURTH DAY OF SEPTEMBER, A.D. 2013, AT 1:22 O'CLOCK P.M.

5393328 8100

131052321

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0709926

DATE: 09-04-13

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:40 PM 09/04/2013  
FILED 01:22 PM 09/04/2013  
SRV 131052321 - 5393328 FILE

CERTIFICATE OF FORMATION

OF

PI TELECOM INFRASTRUCTURE, LLC

This Certificate of Formation of PI TELECOM INFRASTRUCTURE, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act:

1. The name of the Company is PI TELECOM INFRASTRUCTURE, LLC
2. The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 4<sup>th</sup> day of September 2013.

PI TELECOM INFRASTRUCTURE, LLC

By: /s/ Kolleen Cobb  
Name: Kolleen Cobb  
Its: Authorized Person

**Commonwealth of Kentucky**  
**Alison Lundergan Grimes, Secretary of State**

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Authorization**

Authentication number: 149377  
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,


**PI TELECOM INFRASTRUCTURE, LLC**

, a limited liability company authorized 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 October 18, 2013.

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 14A.6-010 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 27<sup>th</sup> day of March, 2014, in the 222<sup>nd</sup> year of the Commonwealth.



  
Alison Lundergan Grimes  
Secretary of State  
Commonwealth of Kentucky  
149377/0869885

## ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES, (this "Assignment") is made effective as of the 3<sup>rd</sup> day of April, 2014, by Parallel Infrastructure LLC, a Delaware limited liability company ("Assignor"), and PI Telecom Infrastructure, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is a party to those certain agreements more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter each individually referred to as an "Agreement" and collectively referred to as the "Agreements").

WHEREAS, Assignor and Assignee are affiliates; and

WHEREAS, the parties desire that Assignor assign to Assignee all of Assignor's interest in the Agreements, subject to the terms and conditions set forth herein.

NOW THEREFORE, FOR VALUE RECEIVED, in consideration of the foregoing and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this Assignment as if set forth at length herein.
2. Any capitalized terms used herein that are not otherwise defined herein shall have the meaning set forth in the applicable Agreement.
3. Assignor hereby grants, transfers and assigns to Assignee all of Assignor's right, title, benefit, privileges and interest as a lessee and/or optionee, as applicable, in and to each Agreement.
4. Assignee hereby accepts the assignment of the Agreements, assumes all duties and obligations of the lessee and/or optionee, as applicable, under each Agreement, releases the Assignor from any and all liability in connection therewith and agrees to comply with all of the terms, provisions and conditions of the Agreements, and to perform all duties and obligations of the lessee and/or optionee, as applicable, under each Agreement, from the effective date of each Agreement.
5. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from, for and against any and all demands, losses, damages, actions and causes of action, suits, claims, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) relating to any and all obligations and liabilities arising out of or in connection with the Agreements, from and after the effective date of each Agreement.
6. Each of the parties hereto covenants and agrees, without further consideration, to execute and deliver, at the request of the other party hereto, such further instruments and to take such other action as such other party may reasonably request to more effectively consummate the agreements contemplated by this Assignment.

7. This Assignment may not be amended or modified in any manner except by an instrument in writing executed by the parties hereto, or their successors or assigns, as applicable.

8. It is the intention of the parties hereto that the laws of the State of Florida shall govern the validity of this Assignment, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

9. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Each party may rely upon a facsimile or other electronic counterpart of this Assignment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

10. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Assignment. The parties acknowledge that the language used in this Assignment is language developed and chosen by both parties to express intent and no rule of strict construction shall be applied against either party hereto. All personal pronouns used in this Assignment shall include the other genders whether used in the masculine or feminine or neuter gender, and the singular shall include the plural and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereby", "hereunder" and "hereinafter" refer to this Assignment as a whole and not to a particular sentence, paragraph or section where they appear, unless the context otherwise requires.

11. All Exhibits attached hereto are hereby incorporated by reference into, and made a part of, this Assignment.

12. This Assignment supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof.

13. The execution and delivery of this Assignment has been duly authorized. Each person signing this Assignment is duly authorized and has legal capacity to execute and deliver this Assignment.

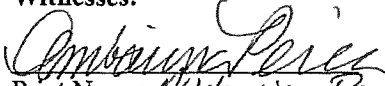
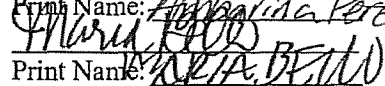
14. This Assignment shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns.

15. Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.




IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

**Witnesses:**

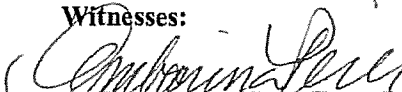
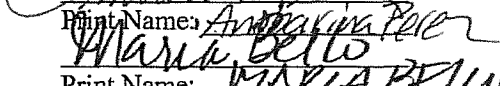
  
Print Name: Amberina Perer  
  
Print Name: MARIA BELL

**ASSIGNOR:**

Parallel Infrastructure LLC, a Delaware limited liability company

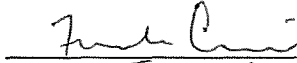
By:   
Print Name: Frank Checkle  
Its: CEO

**Witnesses:**

  
Print Name: Amberina Perer  
  
Print Name: MARIA BELL

**ASSIGNEE:**

PI Telecom Infrastructure, LLC, a Delaware limited liability company

By:   
Print Name: Frank Checkle  
Its: CEO

**EXHIBIT "A"**  
**AGREEMENTS**

Leases:

1. Ground Lease Agreement dated December 21, 2012 by and between Crystal Lake Golf Club LLC, a Delaware limited liability company, as lessor, and Parallel Infrastructure LLC, a Delaware limited liability company, as lessee, for property in Broward County, Florida, as more particularly defined therein, (**Site # PI3FL00002.0 / Site Name: Crystal Lake Golf Course**), as amended to date.
2. Ground Lease Agreement dated December 19, 2012 by and between Boca Greens Country Club, Inc., a Florida corporation, as lessor, and Parallel Infrastructure LLC, a Delaware limited liability company, as lessee, for property in Palm Beach County, Florida, as more particularly defined therein (**Site # PI3FL00003.0 / Site Name: Boca Greens**), as amended to date.
3. Option and Ground Lease Agreement dated July 25, 2013 by and between Jeanette Calloway, as optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Wurtland, Kentucky, as more particularly defined therein (**Site # PI3KY00001.A/ Site Name: Greenup**), as amended to date.
4. Option and Ground Lease Agreement dated December 19, 2013 by and between James R. Griffith and Beverly G. Griffith, his wife, collectively, as the optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Grayson, Kentucky, as more particularly defined therein (**Site # PI3KY00002.A/ Site Name: Grayson**), as amended to date.
5. Option and Ground Lease Agreement dated June 20, 2013 by and between James Monroe Johnson & Margie M. Johnson, husband and wife, collectively, as the optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Kents Store, Virginia, as more particularly defined therein (**Site #PI3VA00001.B / Site Name: Kents Store**), as amended to date.
6. Option and Ground Lease Agreement dated July 26, 2013 by and between B. Microfarads, Inc., a Delaware corporation, as optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Hillsville, Virginia, as more particularly defined therein (**Site # PI3VA00002.A/ Site Name: Hillsville**) as amended to date.
7. Option and Ground Lease Agreement dated September 4, 2013 by and between Elijah W. Owen, II, Trustee of the Elijah W. Owen, II, Trust, dated January 31, 1989, as optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in

**Fork Union, Virginia**, as more particularly defined therein (**Site # PI3VA0000.E/ Site Name: Fork Union**), as amended to date.

8. Option and Ground Lease Agreement dated May 20, 2013 by and between Stahl Realty, LLC a West Virginia limited liability company, as optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Dunbar, West Virginia, as more particularly defined therein (**Site # PI3WV00001.A/ Site Name: Dunbar**), as amended to date.

9. Option and Ground Lease Agreement dated May 21, 2013, by and between MCP Crane Services LLC, a West Virginia limited liability company, d/b/a MCP Construction, as optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Beaver, West Virginia, as more particularly defined therein (**Site # PI3WV00002.A/ Site Name: Beaver**), as amended to date.

10. Option and Ground Lease Agreement dated July 25, 2013, by and between River Valley Farms LLC, a West Virginia limited liability company, as optionor, and Parallel Infrastructure LLC, a Delaware limited liability company, as optionee, for property in Poca, West Virginia, as more particularly defined therein (**Site # PI3WV00003.A/ Site Name: Poca**), as amended to date.

11. Tower Site Lease Agreement dated August 29, 2012 by and between Florida East coast Railway, LLC, a Florida limited liability company, as lessor, and Parallel Infrastructure LLC, a Delaware limited liability company, as lessee, for property in Palm Beach County, Florida, as more particularly defined therein (**Site # PIHMF00298.2 / Site Name: FECR West Palm Yard**), as amended to date.