

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

AUG 20 2015

PUBLIC SERVICE
COMMISSION

In the Matter of:

THE APPLICATION OF)
CENTRAL STATES TOWER III, LLC)
AND CELLSO PARTNERSHIP d/b/a VERIZON WIRELESS)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF TRIMBLE)

CASE NO.: 2015-00282

SITE NAME: COOPERS BOTTOM ROAD

**APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY**

Central States Tower III, LLC, a Delaware limited liability company, and Cellco Partnership, a Delaware General Partnership, d/b/a Verizon Wireless ("Applicants"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665, and other statutory authority, and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submit this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of Verizon Wireless with wireless communications services.

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

1. The complete names and addresses of the Applicants are Central States Tower II, LLC, a Delaware limited liability company, having an address of 323 S. Hale Street, Suite 100, Wheaton, IL 60187 and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, having an address of 2421 Holloway Road, Louisville, KY 40299.

2. Applicants propose construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Applicants submit this application to the PSC for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.040, 278.650, 278.665, and other statutory authority.

3. The Certificate of Formation for Central States Tower III, LLC and the Certificate of Authorization issued by the Kentucky Secretary of State for Verizon Wireless are attached as part of **Exhibit A**. Both Applicants are in good standing in the state in which they are organized and are authorized to transact business in Kentucky.

4. Verizon Wireless operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of the Verizon Wireless' FCC license to provide wireless services is attached to this Application or described as part of **Exhibit A**, and the facility will be constructed and operated in accordance with applicable FCC regulations. Central States Tower III, LLC will build, own and manage the tower and tower compound where Verizon Wireless will place its equipment building, antennas, radio electronics equipment and appurtenances.

5. The public convenience and necessity require the construction of the

proposed WCF. The construction of the WCF will bring or improve Verizon Wireless' services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in Verizon Wireless' communications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Verizon Wireless' network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicants propose to construct a WCF on Race Track Road in Milton, KY (38°43'42.05" North latitude, 85°24'16.68" West longitude), on a parcel of land located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is co-owned by Eula and Delmar Clarkson pursuant to a Deed recorded at Deed Book 112, Page 654 in the office of the Trimble County Clerk and Dorothy Graves and upon her death to Linda Louise Surratt, Lonnie D. Surrat, Larry Odell Graves, Angela Graves, Mary Sue Napier, Terry L. Napier, Karen Lee Evans, and Thomas Evans pursuant to a Deed recorded at Deed Book 113, Page 632 in the office of the Trimble County Clerk. The proposed WCF will consist of a 190-foot tall tower, with an approximately 5-foot tall lightning arrestor attached at the top, for a total height of 195-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of Verizon Wireless' radio electronics equipment and appurtenant equipment. Verizon Wireless' equipment cabinet or shelter will be approved for use in the Commonwealth of

Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas has also been included as part of **Exhibit B**. As shown on this exhibit, the site has been designed to accommodate the co-location of future antennas.

9. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.

10. Applicants have considered the likely effects of the installation of the proposed WCF on nearby land uses and values and have concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Verizon Wireless' antennas on an existing structure. When suitable towers or structures exist, Applicants attempt to co-locate on existing structures such as communications towers or other structures capable of supporting Applicants' facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site. A report detailing Applicants' site selection process for the subject site (including documentation as

to why co-location is not possible for this site) is attached as **Exhibit E**.

11. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit F**.

12. A copy of the Kentucky Airport Zoning Commission ("KAZC") Approval to construct the tower is attached as **Exhibit G**.

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

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit I**. The name and telephone number of the preparer of **Exhibit I** are included as part of this exhibit.

15. Applicants, pursuant to a written agreement, have acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit J**.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs

meet or exceed the minimum requirements of applicable laws and regulations.

17. The Construction Manager for the proposed facility is Kevin Mason, and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained **Exhibits B & C**.

18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the site is not within any flood hazard area.

19. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

20. Applicants have notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been provided with a map of the location of the proposed construction, the telephone number and address of the PSC, and has been informed of his or her right to request intervention. A list of the notified property owners and a copy of the form of the notice sent by certified mail to each landowner are attached as **Exhibit K** and **Exhibit L**, respectively.

21. Applicants have notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC

docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit M**.

22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit N**. Notice of the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

23. The general area where the proposed facility is to be located is rural. There are no residential structures located within a 500-foot radius of the proposed tower location.

24. The process that was used by Verizon Wireless' radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Verizon Wireless' radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites

for its antennas that would provide the coverage deemed necessary Verizon Wireless. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit O**.

26. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. A report prepared by a radio frequency engineer that describes the need for the proposed facility is attached as **Exhibit P**.

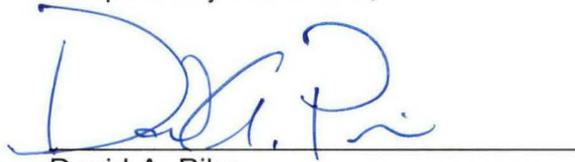
25. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

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

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Email: dpike@pikelegal.com

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

Respectfully submitted,



David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Email: dpike@pikelegal.com
Attorney for Applicants

LIST OF EXHIBITS

- A - FCC License Documentation and Corporate Documents
- B - Site Development Plan:
 - 500' Vicinity Map
 - Legal Descriptions
 - Flood Plain Certification
 - Site Plan
 - Vertical Tower Profile
- C - Tower and Foundation Design
- D - Competing Utilities, Corporations, or Persons List
- E - Co-location Report
- F - FAA
- G - Kentucky Airport Zoning Commission
- H - Geotechnical Report
- I - Directions to WCF Site
- J - Copy of Real Estate Agreement
- K - Notification Listing
- L - Copy of Property Owner Notification
- M - Copy of County Judge/Executive Notice
- N - Copy of Posted Notices
- O - Copy of Radio Frequency Design Search Area
- P - Radio Frequency Report

**EXHIBIT A
FCC LICENSE DOCUMENTATION
AND CORPORATE DOCUMENTS**

Delaware

PAGE 1

The First State

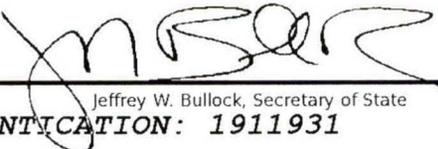
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CENTRAL STATES TOWER III, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF DECEMBER, A.D. 2014, AT 11:32 O'CLOCK A.M.



5649106 8100

141472434

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1911931

DATE: 12-02-14

CERTIFICATE OF FORMATION
OF
CENTRAL STATES TOWER III, LLC

This Certificate of Formation of CENTRAL STATES TOWER III, LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act.

1. The name of the limited liability company is CENTRAL STATES TOWER III, LLC.
2. The address of the registered office of the Company in the State of Delaware is 615 South DuPont Highway, Kent County, Dover, Delaware 19901. The name of the registered agent for service of process in the State of Delaware at such address is National Corporate Research, LTD.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Formation to be duly executed this 2nd day of December, 2014.

/s/ William J. Marraccini
William J. Marraccini
Authorized Person

COMMONWEALTH OF KENTUCKY
TREY GRAYSON
SECRETARY OF STATE



0641227.07 Domestic
C226
Trey Grayson
Secretary of State
Received and Filed
06/21/2006 12:06:09 PM
Fee Receipt: \$20.00

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of
Verizon Wireless

(Name under which the business will be conducted)

has been adopted by See Addendum

(Last name - KRS 302.015(1))

which is the "real name" of (YOU MUST CHECK ONE)

- | | |
|--|---|
| <input type="checkbox"/> a Domestic General Partnership | <input checked="" type="checkbox"/> a Foreign General Partnership |
| <input type="checkbox"/> a Domestic Registered Limited Liability Partnership | <input type="checkbox"/> a Foreign Registered Limited Liability Partnership |
| <input type="checkbox"/> a Domestic Limited Partnership | <input type="checkbox"/> a Foreign Limited Partnership |
| <input type="checkbox"/> a Domestic Business Trust | <input type="checkbox"/> a Foreign Business Trust |
| <input type="checkbox"/> a Domestic Corporation | <input type="checkbox"/> a Foreign Corporation |
| <input type="checkbox"/> a Domestic Limited Liability Company | <input type="checkbox"/> a Foreign Limited Liability Company |
| <input type="checkbox"/> a Joint Venture | |

organized and existing in the state or country of Delaware and whose address is

One Verizon Way Basking Ridge NJ 07920

Street address, if any

City

State

Zip Code

The certificate of assumed name is executed by
NYNEX PCS Inc.

Jano A. Schepker
(Type name)
Jano A. Schepker-Assistant Secretary
(Print or type name and title)
June 15, 2006
(Date)

(Signature)

(Print or type name and title)

(Date)

Addendum

The full name of the Partnership is Celco Partnership; a Delaware general partnership with its headquarters located One Verizon Way, Basking Ridge NJ 07920-1097

| General Partners of Celco Partnership | Address |
|--|---|
| Bell Atlantic Cellular Holdings, L.P. | One Verizon Way Basking Ridge, NJ 07920 |
| NYNEX PCS Inc. | One Verizon Way Basking Ridge, NJ 07920 |
| PCSCO Partnership | One Verizon Way Basking Ridge, NJ 07920 |
| GTE Wireless Incorporated | One Verizon Way Basking Ridge, NJ 07920 |
| GTE Wireless of Ohio Incorporated | One Verizon Way Basking Ridge, NJ 07920 |
| PCS Nucleus, L.P. | 2999 Oak Road, 7 th Floor Walnut Creek, CA 94597 |
| JV PartnerCo, LLC | 2999 Oak Road, 7 th Floor Walnut Creek, CA 94597 |

Organization Number 0641227
Name VERIZON WIRELESS
Company Type GPA - General Partnership Assumed Name
Status A - Active
State DE
File Date 6/21/2006
Authority Date 6/21/2006
Expiration Date 6/21/2011
Principal Office ONE VERIZON WAY
BASKING RIDGE, NJ 07920

Incorporators and Initial Directors

President BELL ATLANTIC CELLULAR HOLDINGS, L.P.
President NYNEX PCS INC.
President PCSCO PARTNERSHIP
President GTE WIRELESS INCORPORATED
President GTE WIRELESS OF OHIO INCORPORATED
President PCS NUCLEUS, L.P.
President JV PARTNERCO, LLC

This organization has no assumed names

Images Available Online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

6/21/2006 2 pages [tiff](#) [PDF](#) [Certificate of Assumed Name](#)

ULS License

Cellular License - KNKN837 - Cellco Partnership

| | | | |
|-----------|---------|---------------|---------------|
| Call Sign | KNKN837 | Radio Service | CL - Cellular |
| Status | Active | Auth Type | Regular |

Market

| | | | |
|-----------|-------------------------------|---------------|---|
| Market | CMA449 - Kentucky 7 - Trimble | Channel Block | A |
| Submarket | 0 | Phase | 2 |

Dates

| | | | |
|-----------|------------|--------------|------------|
| Grant | 08/30/2011 | Expiration | 10/01/2021 |
| Effective | 04/18/2014 | Cancellation | |

Five Year Buildout Date

01/02/1997

Control Points

3 500 W. Dove Rd, TARRANT, Southlake, TX
P: (800)264-6620

Licensee

| | | | |
|-----|------------|------|---------------------|
| FRN | 0003290673 | Type | General Partnership |
|-----|------------|------|---------------------|

Licensee

| | |
|--|---|
| Cellco Partnership 1120 Sanctuary Pkwy, #150 GASA5REG Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|--|---|

Contact

| | |
|--|---|
| Verizon Wireless Licensing - Manager LicensingCompliance@VerizonWireless.com Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|--|---|

Ownership and Qualifications

| | |
|--------------------|-----------------------------------|
| Radio Service Type | Mobile |
| Regulatory Status | Common Carrier Interconnected Yes |

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA718 - Cellco Partnership**PA** This license has pending applications: 0006894811, 0006869754

| | | | |
|---------------|-----------------------------|------------------------------|---|
| Call Sign | WQGA718 | Radio Service | AW - AWS (1710-1755 MHz and 2110-2155 MHz) |
| Status | Active | Auth Type | Regular |
| Market | | | |
| Market | REA004 - Mississippi Valley | Channel Block | F |
| Submarket | 11 | Associated Frequencies (MHz) | 001745.00000000-001755.00000000-002145.00000000-002155.00000000 |

Dates

| | | | |
|-----------|------------|--------------|------------|
| Grant | 11/29/2006 | Expiration | 11/29/2021 |
| Effective | 02/06/2015 | Cancellation | |

Buildout Deadlines

| | |
|-----|-----|
| 1st | 2nd |
|-----|-----|

Notification Dates

| | |
|-----|-----|
| 1st | 2nd |
|-----|-----|

Licensee

| | | | |
|-----|------------|------|---------------------|
| FRN | 0003290673 | Type | General Partnership |
|-----|------------|------|---------------------|

Licensee

| | |
|--|---|
| Cellco Partnership 1120 Sanctuary Pkwy, #150 GASASREG Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|--|---|

Contact

| | |
|---|---|
| Verizon Wireless Licensing - Manager 1120 Sanctuary Pkwy, #150 GASASREG Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|---|---|

Ownership and Qualifications

| | |
|--------------------|-----------------------------------|
| Radio Service Type | Mobile |
| Regulatory Status | Common Carrier Interconnected Yes |

Alien Ownership

| | |
|--|----|
| Is the applicant a foreign government or the representative of | No |
|--|----|

any foreign government?

Is the applicant an alien or the representative of an alien? No

Is the applicant a corporation organized under the laws of any foreign government? No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? No

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

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA958 - Cellco Partnership

| | | | |
|---------------|----------------------------|------------------------------|--|
| Call Sign | WQGA958 | Radio Service | AW - AWS (1710-1755 MHz and 2110-2155 MHz) |
| Status | Active | Auth Type | Regular |
| Market | | | |
| Market | BEA070 - Louisville, KY-IN | Channel Block | B |
| Submarket | 0 | Associated Frequencies (MHz) | 001720.00000000- 001730.00000000 002120.00000000- 002130.00000000 |

Dates

| | | | |
|-----------|------------|--------------|------------|
| Grant | 11/29/2006 | Expiration | 11/29/2021 |
| Effective | 01/04/2014 | Cancellation | |

Buildout Deadlines

| | |
|-----|-----|
| 1st | 2nd |
|-----|-----|

Notification Dates

| | |
|-----|-----|
| 1st | 2nd |
|-----|-----|

Licensee

| | | | |
|-----|------------|------|---------------------|
| FRN | 0003290673 | Type | General Partnership |
|-----|------------|------|---------------------|

Licensee

| | |
|--|---|
| Cellco Partnership 1120 Sanctuary Pkwy, #150 GASA5REG Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|--|---|

Contact

| | |
|---|---|
| Verizon Wireless Licensing Manager 1120 Sanctuary Pkwy, #150 GASA5REG Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|---|---|

Ownership and Qualifications

| | | | |
|--------------------|--------------------|----------------|----|
| Radio Service Type | Fixed, Mobile | | |
| Regulatory Status | Non-Common Carrier | Interconnected | No |

Alien Ownership

| | |
|--|----|
| Is the applicant a foreign government or the representative of any foreign government? | No |
|--|----|

Is the applicant an alien or the representative of an alien? No

Is the applicant a corporation organized under the laws of any foreign government? No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? No

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

If the answer to the above question is 'Yes', has the applicant received a ruling(s) under Section 310(b)(4) of the Communications Act with respect to the same radio service involved in this application? Yes

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

700 MHz Upper Band (Block C) License - WQJQ692 - Cellco Partnership

PA This license has pending applications: 0005826927

| | | | |
|-----------|---------|---------------|-----------------------------------|
| Call Sign | WQJQ692 | Radio Service | WU - 700 MHz Upper Band (Block C) |
| Status | Active | Auth Type | Regular |

Market

| | | | |
|-----------|-----------------------------|------------------------------|---|
| Market | REA004 - Mississippi Valley | Channel Block | C |
| Submarket | 0 | Associated Frequencies (MHz) | 000746.00000000-000757.00000000-000776.00000000-000787.00000000 |

Dates

| | | | |
|-----------|------------|--------------|------------|
| Grant | 11/26/2008 | Expiration | 06/13/2019 |
| Effective | 07/31/2015 | Cancellation | |

Buildout Deadlines

| | | | |
|-----|------------|-----|------------|
| 1st | 06/13/2013 | 2nd | 06/13/2019 |
|-----|------------|-----|------------|

Notification Dates

| | |
|-----|-----|
| 1st | 2nd |
|-----|-----|

Licensee

| | | | |
|-----|------------|------|---------------------|
| FRN | 0003290673 | Type | General Partnership |
|-----|------------|------|---------------------|

Licensee

| | |
|--|---|
| Cellco Partnership 1120 Sanctuary Pkwy, #150 GASA5REG Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|--|---|

Contact

| | |
|--|---|
| Verizon Wireless Licensing Manager LicensingCompliance@VerizonWireless.com Alpharetta, GA 30009-7630 ATTN Regulatory | P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com |
|--|---|

Ownership and Qualifications

| | |
|--------------------|-----------------------------------|
| Radio Service Type | Mobile |
| Regulatory Status | Common Carrier Interconnected Yes |

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

EXHIBIT B

SITE DEVELOPMENT PLAN:

**500' VICINITY MAP
LEGAL DESCRIPTIONS
FLOOD PLAIN CERTIFICATION
SITE PLAN
VERTICAL TOWER PROFILE**



323 SOUTH HALE STREET, SUITE 100
WHEATON, IL 60187

**NEW 190' SELF SUPPORT TOWER
w/5' LIGHTNING ROD
TOTAL TOWER HEIGHT 195'**

COOPERS BOTTOM RD.

IN-00-4065

**RACE TRACK RD
MILTON, KENTUCKY 40045
TRIMBLE COUNTY**

**TENANT: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS
"LV COOPERS BOTTOM RD."**

FROM TRIMBLE COUNTY CLERK'S OFFICE, 30 HIGHWAY 42 EAST, BEDFORD, KY: HEAD NORTH ON MAIN ST TOWARD MILLER LN. TURN LEFT ONTO US-421 N (10.2 MI.). TURN LEFT ONTO KY-625 S/PECK PIKE RD (0.2 MI.). TURN RIGHT ONTO LIBERTY RD (1.6 MI.). TURN RIGHT ONTO RACE TRACK RD (1.0 MI.). TURN LEFT ONTO QUEEN LN (0.2 MI.). SITE WILL BE LOCATED ON THE LEFT.

FROM LOUISVILLE MTSO, 2441 HOLLOWAY ROAD LOUISVILLE, KY 40299: HEAD SOUTH ON HOLLOWAY RD TOWARD PLANTSIDE DR. TURN LEFT AT THE 1ST CROSS STREET ONTO PLANTSIDE DR (0.9 MI.). TURN LEFT ONTO BLANKENBAKER PKWY (0.7 MI.). TAKE THE RAMP ONTO I-64 E (1.9 MI.). TAKE EXIT 19B FOR I-265 N/KY-841 N/GENE SNYDER FWY (0.3 MI.). MERGE ONTO I-265 N/KY-841 N/GENE SNYDER FWY (8.9 MI.). TAKE EXIT 35A TO MERGE ONTO I-71 N TOWARD CINCINNATI (24.2 MI.). TAKE EXIT 34 FOR US 421 TOWARD BEDFORD/CAMPBELLSBURG (0.3 MI.). TURN LEFT ONTO US-421 N/CAMPBELLSBURG RD CONTINUE TO FOLLOW US-421 N (7.6 MI.). TURN RIGHT ONTO MAIN ST (0.2 MI.). TURN LEFT ONTO US-421 N (10.2 MI.). TURN LEFT ONTO KY-625 S/PECK PIKE RD (0.2 MI.). TURN RIGHT ONTO LIBERTY RD (1.6 MI.). TURN RIGHT ONTO RACE TRACK RD (1.0 MI.). TURN LEFT ONTO QUEEN LN (0.2 MI.). SITE WILL BE LOCATED ON THE LEFT.



520 South Main Street, Suite 2531
Akron, OH 44311
330.572.2100 Fax: 330.572.2102



323 SOUTH HALE STREET, SUITE 100
WHEATON, IL 60187

CST SITE
COOPERS BOTTOM ROAD
SITE #: IN-00-4065

VERIZON WIRELESS SITE
LV COOPERS BOTTOM ROAD
PROJECT#: 20131014755
MARKET ID: RSA7
LOCATION CODE: 288815

SITE ADDRESS
RACE TRACK RD
MILTON, KY 40045
TRIMBLE COUNTY
E911 ADDRESS: TBD

TOWER OWNER
CENTRAL STATES TOWERS
323 SOUTH HALE STREET, SUITE 100
WHEATON, IL 60187
CONTACT: BRIAN MEIER
PHONE: 630-221-8500 x101
MOBILE: 847-691-9431
E-MAIL: brianm@centralstatetowers.com

PROPERTY OWNER
EULA CLARKSON & DELMAR CLARKSON, WIFE AND HUSBAND, FOR AND DURING THEIR JOINT LIVES WITH THE REMAINDER IN FEE SIMPLE TO THE SURVIVOR OF THEM (1/2 INTEREST) AND DOROTHY GRAVES, AND UPON HER DEATH TO LINDA LOUISE SURRETT AND LONNIE D. SURRETT; LARRY ODELL GRAVES AND ANGELA GRAVES; MARY SUE NAPIER AND TERRY L. NAPIER; AND KAREN LEE EVANS AND THOMAS EVANS (1/2 INTEREST)
570 N 600 WEST
MADISON, IN 47250
CONTACT: LINDA SURRETT (DAUGHTER)
PHONE: 502-268-3492/812-498-8837
CONTACT: KAREN EVAN (DAUGHTER)
PHONE: 502-268-3117

POLICE
TRIMBLE COUNTY SHERIFF
30 U.S. 42
BEDFORD, KY 40006
PHONE: 502-255-7138

FIRE
MILTON VOLUNTEER FIRE DEPT.
11556 U.S. 421
MILTON, KY 40045
PHONE: 502-268-3016

GENERAL INFORMATION
LATITUDE - 38° 43' 42.05" N
LONGITUDE - 85° 24' 16.68" W
1983 (NAD83)
ELEVATION - 858.00' AMSL
1988 (NAVD88)

CST LEASE AREA
100'-0" x 100'-0"
(10,000 SF)

VERIZON WIRELESS LEASE AREA
20'-0" x 36'-0"
(720 SF)

PROJECT DESCRIPTION:
NOTE: ALL ITEMS WITHIN THESE CONSTRUCTION DOCUMENTS ARE BY TOWER OWNER'S GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS UNLESS NOTED AS (VZW GC) WHICH SHALL INCLUDE VERIZON WIRELESS GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS, GENERALLY DESCRIBED BELOW:

CST OF SCOPE:

- INSTALL A NEW 190' SELF SUPPORT TOWER w/ 5' LIGHTNING ROD (TOTAL 195')
- INSTALL A NEW TOWER FOUNDATION SYSTEM
- INSTALL A NEW 98'x98' FENCED GRAVEL COMPOUND
- INSTALL A NEW ELECTRICAL SERVICE RUN TO SITE H-FRAME
- INSTALL A NEW GRAVEL ACCESS DRIVE w/ ASPHALT APRON
- NO WATER OR SEWAGE SERVICES RUN TO SITE
- INSTALL NEW TOWER & SITE GROUNDING SYSTEM
- INSTALL NEW VZW SUBSURFACE GROUNDING SYSTEM
- INSTALL A NEW 11'-8"x25'-5.5" CONCRETE EQUIPMENT PAD & FOUNDATION
- INSTALL ELECTRICAL SERVICE CONDUIT WITH PULL TAPES FROM EQUIPMENT SHELTER TO UTILITY H-FRAME
- INSTALL (1) NEW "VERIZON WIRELESS ONLY" FIBER OPTIC CONDUIT WITH PULL TAPE AND TRACER WIRE FROM VZW EQUIPMENT SHELTER TO NEW "VERIZON WIRELESS ONLY" HAND HOLE OUTSIDE COMPOUND
- INSTALL (1) NEW "VERIZON WIRELESS ONLY" FIBER OPTIC CONDUIT WITH PULL TAPE FROM NEW "VERIZON WIRELESS ONLY" HAND HOLE AND STUB UP AT FUTURE FIBER PEDESTAL LOCATION

VERIZON WIRELESS SCOPE (VZW GC):

- INSTALL A NEW 11'-8"x25'-5.5" (MIRRORED) PREFABRICATED RADIO EQUIPMENT SHELTER ON EXISTING CONCRETE PAD
- INSTALL VZW ICE BRIDGE AND FOUNDATIONS
- INSTALL VZW ANTENNA MOUNTING SUPPORT STRUCTURE ON TOWER
- INSTALL VZW ANTENNAS, LINES, COAX, GPS ANTENNAS AND RADIO EQUIPMENT
- INSTALL EXISTING SUBSURFACE GROUND LEADS TO VZW EQUIPMENT & FACILITIES
- INSTALL VZW ELECTRIC SERVICE CONDUCTORS FROM UTILITY H-FRAME TO VZW EQUIPMENT SHELTER
- INSTALL (2) 1-1/4" & (1) 1" INNERDUCTS WITH PULL TAPES AND TRACER WIRE WITHIN OWNER INSTALLED "VERIZON WIRELESS ONLY" FIBER OPTIC CONDUIT

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING CODE 2013 KENTUCKY BUILDING CODE (KBC 2012)
STRUCTURAL CODE TIA/DA-222 - REVISION G (INCLUDES ADDENDUM #2)
MECHANICAL CODE 2012 INTERNATIONAL MECHANICAL CODE (IMC 2012)
PLUMBING CODE KENTUCKY STATE PLUMBING CODE (815 KAR CHAP. 20)
ELECTRICAL CODE 2014 NATIONAL ELECTRICAL CODE (NEC) - NFPA 70
FIRE/LIFE SAFETY CODE 2012 INTERNATIONAL FIRE CODE (2012 IFC)
ENERGY CODE 2012 INTERNATIONAL ENERGY CODE (COMMERCIAL)
GAS CODE 2009 NATIONAL FUEL GAS CODE (NFPA 54)

ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2009 IBC BUILDING CODE.

APPLICABLE CODES

| SURVIVOR | ARCHITECTURAL |
|--|--|
| POD - POWER OF DESIGN GROUP, LLC 4500 OLD LAGRANGE RD BUCKNER, KY 40010 PHONE: 502-437-5252 | GPD GROUP 8275 ALLISON POINTE TRAIL, SUITE 220 INDIANAPOLIS, IN 46250 CONTACT: TRACI PREBLE, 317-299-2996 |

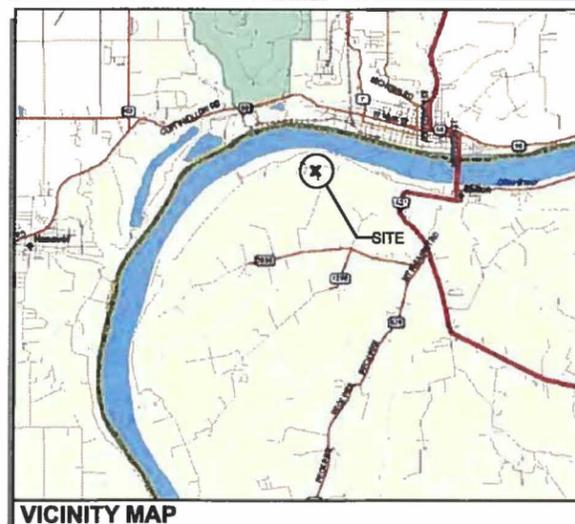
ELECTRICAL
SHELBY ENERGY COOPERATIVE
ADDRESS: 620 OLD FINCHVILLE RD
SHELBYVILLE, KY 40065
CONTACT: DAVID EUBANK
PHONE: 502-376-7885
EMAIL: dave@shelbyenergy.com

| SHEET NUMBER | DESCRIPTION |
|------------------------|---|
| T-1 | PROJECT INFORMATION, SITE MAPS, SHEET INDEX |
| | SURVEY PLAN |
| | 500' RADIUS & ABUTTER'S MAP |
| TOWER ELEVATION | |
| TE-1 | TOWER ELEVATION |
| GENERAL | |
| C-1 | OVERALL SITE PLAN w/ AERIAL OVERLAY |
| C-1A | OVERALL SITE PLAN w/ DIMENSIONS FROM TOWER TO PROPERTY LINES |
| C-1B | OVERALL SITE PLAN w/ DIMENSIONS FROM SHELTER TO PROPERTY LINES |
| C-1C | OVERALL SITE PLAN w/ DIMENSIONS FROM TOWER TO NEAREST RESIDENTIAL STRUCTURE |
| C-2 | DETAILED SITE PLAN |
| C-3 | DIMENSIONED SITE PLAN |



COOPERS BOTTOM RD
RACE TRACK RD
MILTON, KENTUCKY 40045

TITLE SHEET



| | |
|--------------|----------|
| ISSUED FOR: | |
| REVIEW | 02/03/15 |
| PERMIT | - |
| CONSTRUCTION | - |
| RECORD | - |

| | |
|-----------------|----------|
| PROJECT MANAGER | DESIGNER |
| TTP | DTC |

JOB NO.
2014735.95

Drawing Name: C:\2014\2014735\CENTRAL STATES TOWER\COOPERS BOTTOM.RD\AEP\primary\COOPERS BOTTOM.ZD\DWG
ZD: DWG
August 18, 2015 3:48 PM - ddammins

TITLE OF COMMITMENT

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM US TITLE SOLUTIONS, FILE NO. 49940-KY1411-5030 DATED MARCH 4, 2015. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT OF TITLE AND THE NUMBERS IN THE REPORT CORRESPOND TO THE NUMBERING SYSTEM IN SAID REPORT.

US TITLE SOLUTIONS
FILE NO. 49940-KY1411-5030 REFERENCE NO. IN-00-4065

SCHEDULE B

THIS IS NOT A COMMITMENT OR PRELIMINARY REPORT OF TITLE TO ISSUE A POLICY OR POLICIES OF TITLE INSURANCE. THE EXHIBITS SET FORTH HEREIN ARE INTENDED TO PROVIDE YOU WITH NOTICE OF MATTERS AFFECTING TITLE TO THE LAND DESCRIBED IN THIS REPORT.

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.
2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL; THEREFORE, WE CANNOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (JUDGMENTS, LIENS AND UCC) (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)
5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)
6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

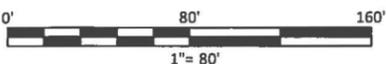
7. EASEMENT BY DOROTHY L. GRAVES TO SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION, DATED 7/8/1991 RECORDED 1/4/1994 PAGE 464.
NOTES: ELECTRIC, TELEPHONE AND CABLE DISTRIBUTION EASEMENT (THE EASEMENT TO SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION RECORDED 1/04/1994 IS APPLICABLE TO THE SUBJECT PROPERTY; HOWEVER, IT IS NOT APPLICABLE TO THE PROPOSED 30' ACCESS AND UTILITY EASEMENT AND PROPOSED LEASE AREA.)
8. EASEMENT BY EULA J. CLARKSON AND DOROTHY L. GRAVES TO SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION, DATED 2/6/1992 RECORDED 1/4/1994 PAGE 458.
NOTES: ELECTRIC, TELEPHONE AND CABLE EASEMENT (THE EASEMENT TO SHELBY RURAL ELECTRIC COOPERATIVE CORPORATION RECORDED 1/04/1994 IS NOT APPLICABLE TO THE SUBJECT PROPERTY.)

TAX SEARCH
1. TAX ID :006-00-00-009.00
LAND ASSESSMENT: \$12,000.00 BUILDING ASSESSMENT: \$22,000.00
TOTAL ASSESSED VALUE: \$34,000.00
PERIOD :2014 PAYMENT STATUS: PAID
TAX AMOUNT : \$280.99
(THE ABOVE TAX LIABILITY IS APPLICABLE TO THE SUBJECT PROPERTY.)

FAA COORDINATE POINT
NAD 83
LATITUDE: 38°43'42.05"
LONGITUDE: 85°24'16.68"
NAVD 88
ELEVATION: 858' AMSL
NORTHING: 4153112.226
EASTING: 5019781.252

TEMPORARY BENCHMARK
NORTHING: 4153295.669
EASTING: 5019688.3923
ELEVATION: 841.16'
LOCATION: BEING A SET 1/2" REBAR CAPPED "POD TRAV" N14°23'W 145'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

- LEGEND**
- UTILITY POLE
 - UNDERGROUND TELEPHONE MARKER
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R.O.W. RIGHT OF WAY
 - EOP EDGE OF PAVEMENT
 - OHE OVERHEAD ELECTRIC
 - SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" (UNLESS OTHERWISE NOTED)
 - SET MAG NAIL
 - FOUND MONUMENT AS NOTED
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY OF THE PROPOSED LEASE AREA AS DEPICTED BY THIS PLAT WAS PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION BY THE METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION RATIO OF THE TRAVERSE EXCEEDED 1:10,000 AND WAS NOT ADJUSTED FOR CLOSURE. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE OF THIS SURVEY.

Mark Patterson 8-20-15
MARK PATTERSON, PLS #3136 DATE

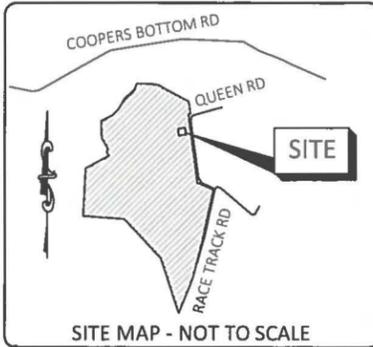
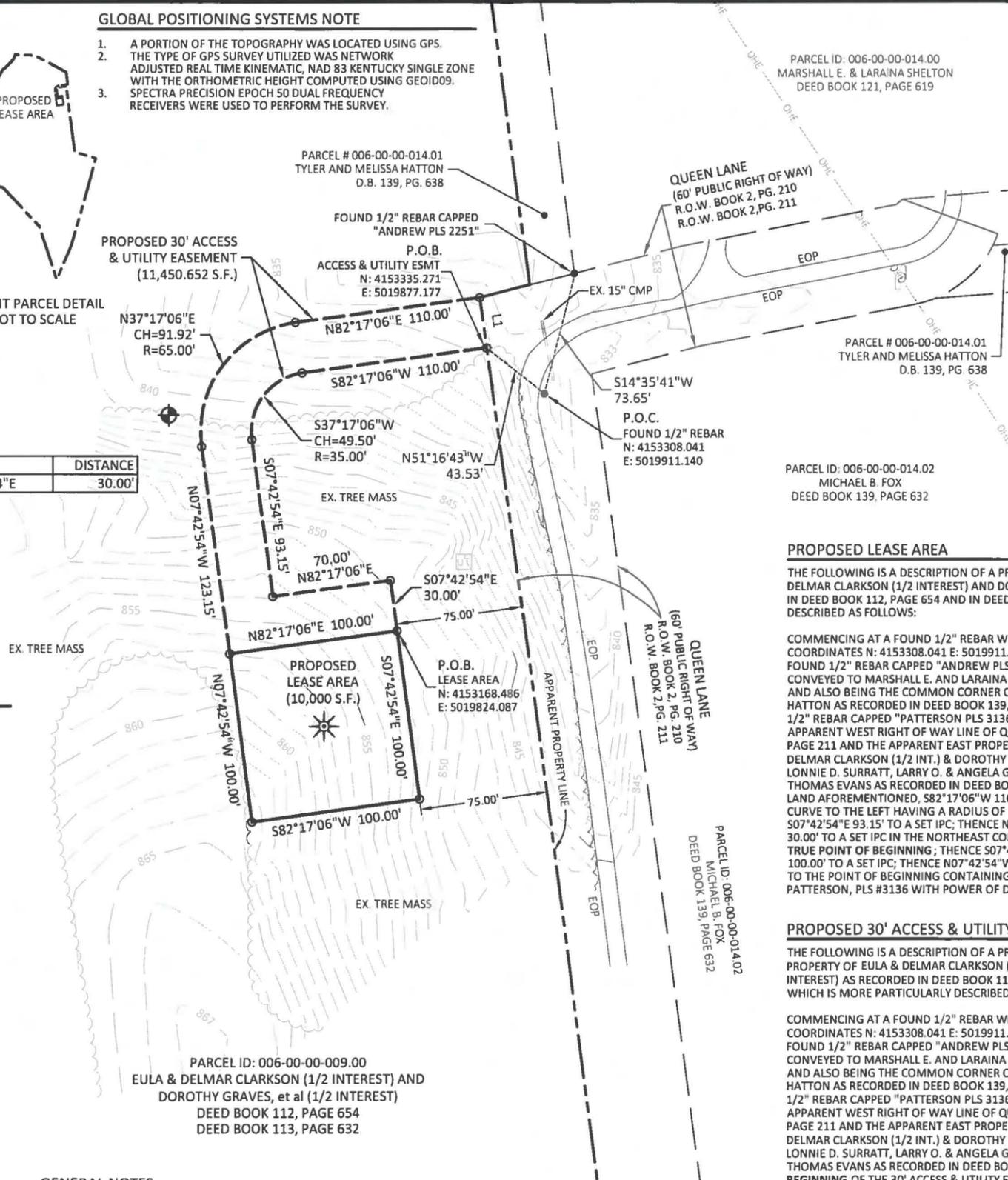


GLOBAL POSITIONING SYSTEMS NOTE

1. A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS SURVEY UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC, NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID09.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S07°42'54"E | 30.00' |



TRUE NORTH
GRID NORTH
00° 12' 43"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON DECEMBER 26, 2014

PARCEL ID: 006-00-00-014.00
MARSHALL E. & LARAINA SHELTON
DEED BOOK 121, PAGE 619

PARCEL # 006-00-00-014.01
TYLER AND MELISSA HATTON
D.B. 139, PG. 638

PARCEL ID: 006-00-00-014.02
MICHAEL B. FOX
DEED BOOK 139, PAGE 632

PROPOSED LEASE AREA
THE FOLLOWING IS A DESCRIPTION OF A PROPOSED LEASE AREA ON THE PROPERTY OF EULA & DELMAR CLARKSON (1/2 INTEREST) AND DOROTHY GRAVES, ET AL (1/2 INTEREST) AS RECORDED IN DEED BOOK 112, PAGE 654 AND IN DEED BOOK 113, PAGE 632 WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR WITH KENTUCKY STATE PLANE SINGLE ZONE COORDINATES N: 4153308.041 E: 5019911.140, SAID POINT BEING S14°35'41"W 73.65' FROM A FOUND 1/2" REBAR CAPPED "ANDREW PLS 2251" IN THE SOUTHWEST CORNER OF THE PARCEL CONVEYED TO MARSHALL E. AND LARAINA SHELTON AS RECORDED IN DEED BOOK 121, PAGE 619 AND ALSO BEING THE COMMON CORNER OF THE REMAINING LANDS OF TYLER AND MELISSA HATTON AS RECORDED IN DEED BOOK 139, PAGE 638; THENCE N51°16'43"W 43.53' TO A SET 1/2" REBAR CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A SET IPC, IN THE APPARENT WEST RIGHT OF WAY LINE OF QUEEN LANE AS RECORDED IN RIGHT OF WAY BOOK 2, PAGE 211 AND THE APPARENT EAST PROPERTY LINE OF THE PARCEL CONVEYED TO EULA & DELMAR CLARKSON (1/2 INT.) & DOROTHY GRAVES (1/2 INT.), UPON HER DEATH TO LINDA L. & LONNIE D. SURRATT, LARRY O. & ANGELA GRAVES, MARY S. & TERRY L. NAPIER AND KAREN L. & THOMAS EVANS AS RECORDED IN DEED BOOK 113, PAGE 632; THENCE TRAVERSING ACROSS THE LAND AFOREMENTIONED, S82°17'06"W 110.00' TO A SET IPC; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S37°17'06"W 49.50' TO A SET IPC; THENCE S07°42'54"E 93.15' TO A SET IPC; THENCE N82°17'06"E 70.00' TO A SET IPC; THENCE S07°42'54"E 30.00' TO A SET IPC IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE S07°42'54"E 100.00' TO A SET IPC; THENCE S82°17'06"W 100.00' TO A SET IPC; THENCE N07°42'54"W 100.00' TO A SET IPC; THENCE N82°17'06"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 26, 2014.

PROPOSED 30' ACCESS & UTILITY EASEMENT
THE FOLLOWING IS A DESCRIPTION OF A PROPOSED ACCESS & UTILITY EASEMENT ON THE PROPERTY OF EULA & DELMAR CLARKSON (1/2 INTEREST) AND DOROTHY GRAVES, ET AL (1/2 INTEREST) AS RECORDED IN DEED BOOK 112, PAGE 654 AND IN DEED BOOK 113, PAGE 632 WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR WITH KENTUCKY STATE PLANE SINGLE ZONE COORDINATES N: 4153308.041 E: 5019911.140, SAID POINT BEING S14°35'41"W 73.65' FROM A FOUND 1/2" REBAR CAPPED "ANDREW PLS 2251" IN THE SOUTHWEST CORNER OF THE PARCEL CONVEYED TO MARSHALL E. AND LARAINA SHELTON AS RECORDED IN DEED BOOK 121, PAGE 619 AND ALSO BEING THE COMMON CORNER OF THE REMAINING LANDS OF TYLER AND MELISSA HATTON AS RECORDED IN DEED BOOK 139, PAGE 638; THENCE N51°16'43"W 43.53' TO A SET 1/2" REBAR CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A SET IPC, IN THE APPARENT WEST RIGHT OF WAY LINE OF QUEEN LANE AS RECORDED IN RIGHT OF WAY BOOK 2, PAGE 211 AND THE APPARENT EAST PROPERTY LINE OF THE PARCEL CONVEYED TO EULA & DELMAR CLARKSON (1/2 INT.) & DOROTHY GRAVES (1/2 INT.), UPON HER DEATH TO LINDA L. & LONNIE D. SURRATT, LARRY O. & ANGELA GRAVES, MARY S. & TERRY L. NAPIER AND KAREN L. & THOMAS EVANS AS RECORDED IN DEED BOOK 113, PAGE 632 AND BEING THE TRUE POINT OF BEGINNING OF THE 30' ACCESS & UTILITY EASEMENT; THENCE TRAVERSING ACROSS THE LAND AFOREMENTIONED, S82°17'06"W 110.00' TO A SET IPC; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S37°17'06"W 49.50' TO A SET IPC; THENCE S07°42'54"E 93.15' TO A SET IPC; THENCE N82°17'06"E 70.00' TO A SET IPC; THENCE S07°42'54"E 30.00' TO A SET IPC IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH THE NORTH LINE OF THE PROPOSED LEASE AREA, S82°17'06"W 100.00' TO A SET IPC IN THE NORTHWEST CORNER OF THE LEASE AREA; THENCE LEAVING THE NORTH LINE OF THE LEASE AREA, N07°42'54"W 123.15' TO A SET IPC; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N37°17'06"E 91.92' TO A SET IPC; THENCE N82°17'06"W 110.00' TO A SET IPC IN THE AFOREMENTIONED APPARENT WEST RIGHT OF WAY LINE OF QUEEN LANE; THENCE WITH THE WEST LINE OF QUEEN LANE AND THE APPARENT EAST PROPERTY LINE AFOREMENTIONED, S07°42'54"E 30.00' TO THE POINT OF BEGINNING CONTAINING 11,450.652 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED DECEMBER 26, 2014.

GENERAL NOTES

- BASIS OF BEARING IS GPS OBSERVATIONS COMPLETED ON DECEMBER 26, 2014.
- NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.
- THIS SURVEY IS FOR THE PROPOSED LEASE AREA ONLY, NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.
- THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.
- THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS AND UTILITY EASEMENT ARE NOT LOCATED IN A 100 YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21223C0007C, DATED MARCH 18, 2008.



SURVEY

| REV. | DATE | DESCRIPTION |
|------|----------|-----------------|
| A | 12.30.14 | PRELIM ISSUE |
| B | 02.23.15 | OLC COMMENTS |
| C | 03.17.15 | TITLE REVIEW |
| D | 03.30.15 | CLIENT COMMENTS |
| E | 06.15.15 | OLC COMMENTS |
| F | 07.14.15 | OLC COMMENTS |
| G | 08.17.15 | OLC COMMENTS |
| H | 08.18.15 | OLC COMMENTS |
| O | 08.18.15 | ISSUED AS FINAL |

SITE INFORMATION:
LV COOPERS BOTTOM ROAD
RACE TRACK ROAD
MILTON, KY 40045
TRIMBLE COUNTY

TAX PARCEL NUMBER:
006-00-00-009.00

PROPERTY OWNER:
EULA & DELMAR CLARKSON (1/2 INT.) & DOROTHY GRAVES, et al (1/2 INT.)
570 N. 600 WEST
MADISON, IN 47250

SOURCE OF TITLE:
DEED BOOK 112, PAGE 654
DEED BOOK 113, PAGE 632

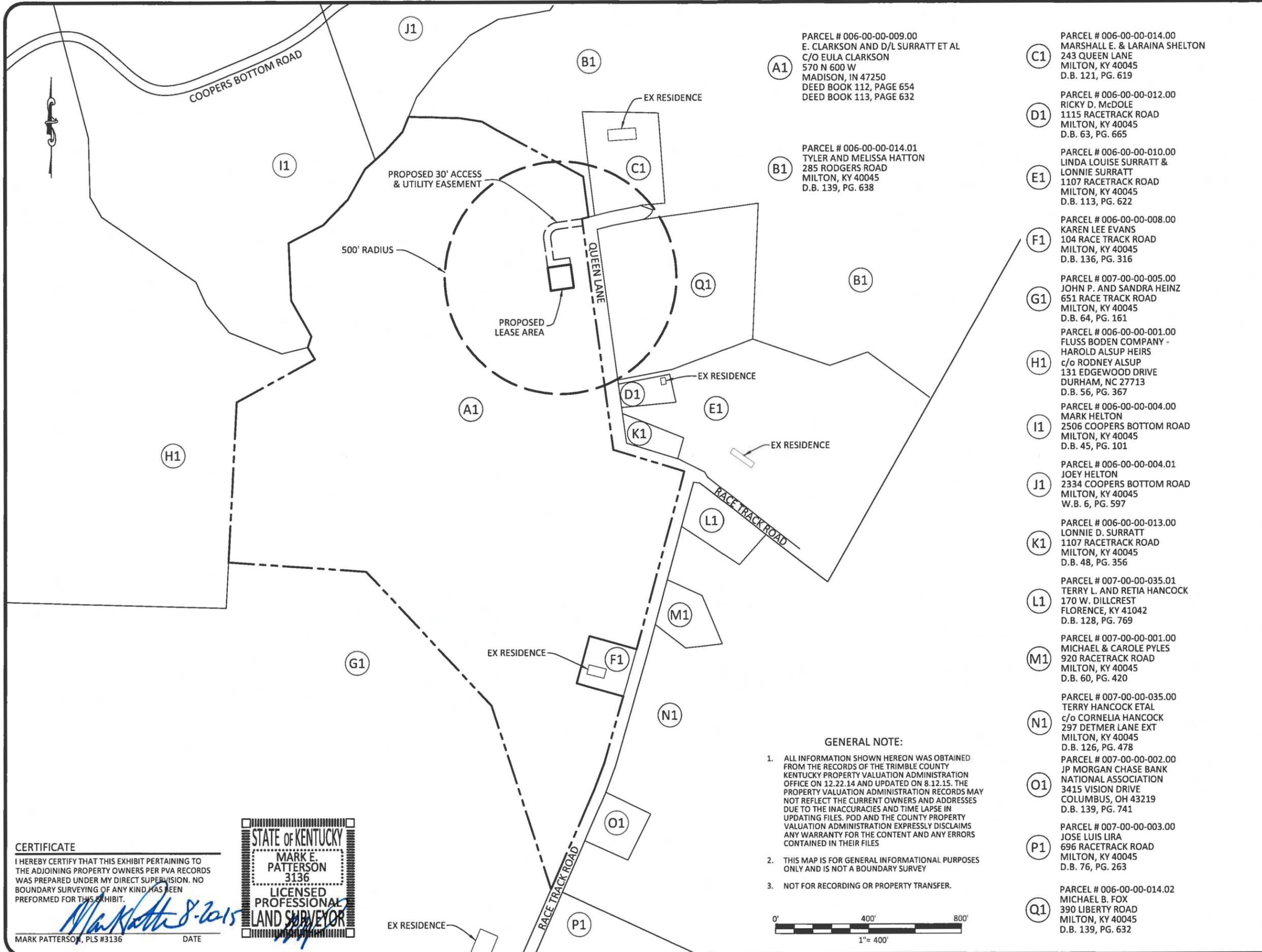
SITE NUMBER:

POD NUMBER: 14-4050

DRAWN BY: TMD
CHECKED BY: MEP
DATE: 12.29.14

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1



PARCEL # 006-00-00-009.00
 E. CLARKSON AND D/L SURRETT ET AL
 C/O EULA CLARKSON
 570 N 600 W
 MADISON, IN 47250
 DEED BOOK 112, PAGE 654
 DEED BOOK 113, PAGE 632

PARCEL # 006-00-00-014.01
 TYLER AND MELISSA HATTON
 285 RODGERS ROAD
 MILTON, KY 40045
 D.B. 139, PG. 638

PARCEL # 006-00-00-014.00
 MARSHALL E. & LARAINA SHELTON
 243 QUEEN LANE
 MILTON, KY 40045
 D.B. 121, PG. 619

PARCEL # 006-00-00-012.00
 RICKY D. McDOLE
 1115 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 63, PG. 665

PARCEL # 006-00-00-010.00
 LINDA LOUISE SURRETT &
 LONNIE SURRETT
 1107 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 113, PG. 622

PARCEL # 006-00-00-008.00
 KAREN LEE EVANS
 104 RACE TRACK ROAD
 MILTON, KY 40045
 D.B. 136, PG. 316

PARCEL # 007-00-00-005.00
 JOHN P. AND SANDRA HEINZ
 651 RACE TRACK ROAD
 MILTON, KY 40045
 D.B. 64, PG. 161

PARCEL # 006-00-00-001.00
 FLUSS BODEN COMPANY -
 HAROLD ALSUP HEIRS
 c/o RODNEY ALSUP
 131 EDGEWOOD DRIVE
 DURHAM, NC 27713
 D.B. 56, PG. 367

PARCEL # 006-00-00-004.00
 MARK HELTON
 2506 COOPERS BOTTOM ROAD
 MILTON, KY 40045
 D.B. 45, PG. 101

PARCEL # 006-00-00-004.01
 JOEY HELTON
 2334 COOPERS BOTTOM ROAD
 MILTON, KY 40045
 W.B. 6, PG. 597

PARCEL # 006-00-00-013.00
 LONNIE D. SURRETT
 1107 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 48, PG. 356

PARCEL # 007-00-00-035.01
 TERRY L. AND RETIA HANCOCK
 170 W. DILLCREST
 FLORENCE, KY 41042
 D.B. 128, PG. 769

PARCEL # 007-00-00-001.00
 MICHAEL & CAROLE PYLES
 920 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 60, PG. 420

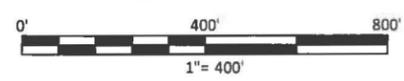
PARCEL # 007-00-00-035.00
 TERRY HANCOCK ETAL
 c/o CORNELIA HANCOCK
 297 DETMER LANE EXT
 MILTON, KY 40045
 D.B. 126, PG. 478

PARCEL # 007-00-00-002.00
 JP MORGAN CHASE BANK
 NATIONAL ASSOCIATION
 3415 VISION DRIVE
 COLUMBUS, OH 43219
 D.B. 139, PG. 741

PARCEL # 007-00-00-003.00
 JOSE LUIS LIRA
 696 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 76, PG. 263

PARCEL # 006-00-00-014.02
 MICHAEL B. FOX
 390 LIBERTY ROAD
 MILTON, KY 40045
 D.B. 139, PG. 632

- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE TRIMBLE COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON 12.22.14 AND UPDATED ON 8.12.15. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
 2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
 3. NOT FOR RECORDING OR PROPERTY TRANSFER.



SURVEY

| REV. | DATE | DESCRIPTION |
|------|---------|----------------------|
| A | 3.13.15 | UPDATED PVA |
| B | 3.30.15 | UPDATED PVA |
| C | 5.5.15 | OLC COMMENTS |
| D | 6.18.15 | TITLE OWNERSHIP NAME |
| E | 7.14.15 | OLC COMMENTS |
| F | 8.13.15 | UPDATED PVA |
| G | 8.18.15 | OLC COMMENTS |
| O | 8.18.15 | ISSUED AS FINAL |

SITE INFORMATION:
LV COOPERS BOTTOM ROAD
 RACE TRACK ROAD
 170 W. DILLCREST
 TRIMBLE COUNTY
 MILTON, KY 40045

TAX PARCEL NUMBER:
 006-00-00-009.00

PROPERTY OWNER:
 EULA & DELMAR CLARKSON (1/2 INTEREST) AND
 DOROTHY GRAVES, et al (1/2 INTEREST)
 570 N. 600 WEST
 MADISON, IN 47250

SOURCE OF TITLE:
 DEED BOOK 112, PAGE 654
 DEED BOOK 113, PAGE 632

SITE NUMBER:

POD NUMBER: 15-4647
 DRAWN BY: DAP
 CHECKED BY: MEP
 DATE: 2.27.15

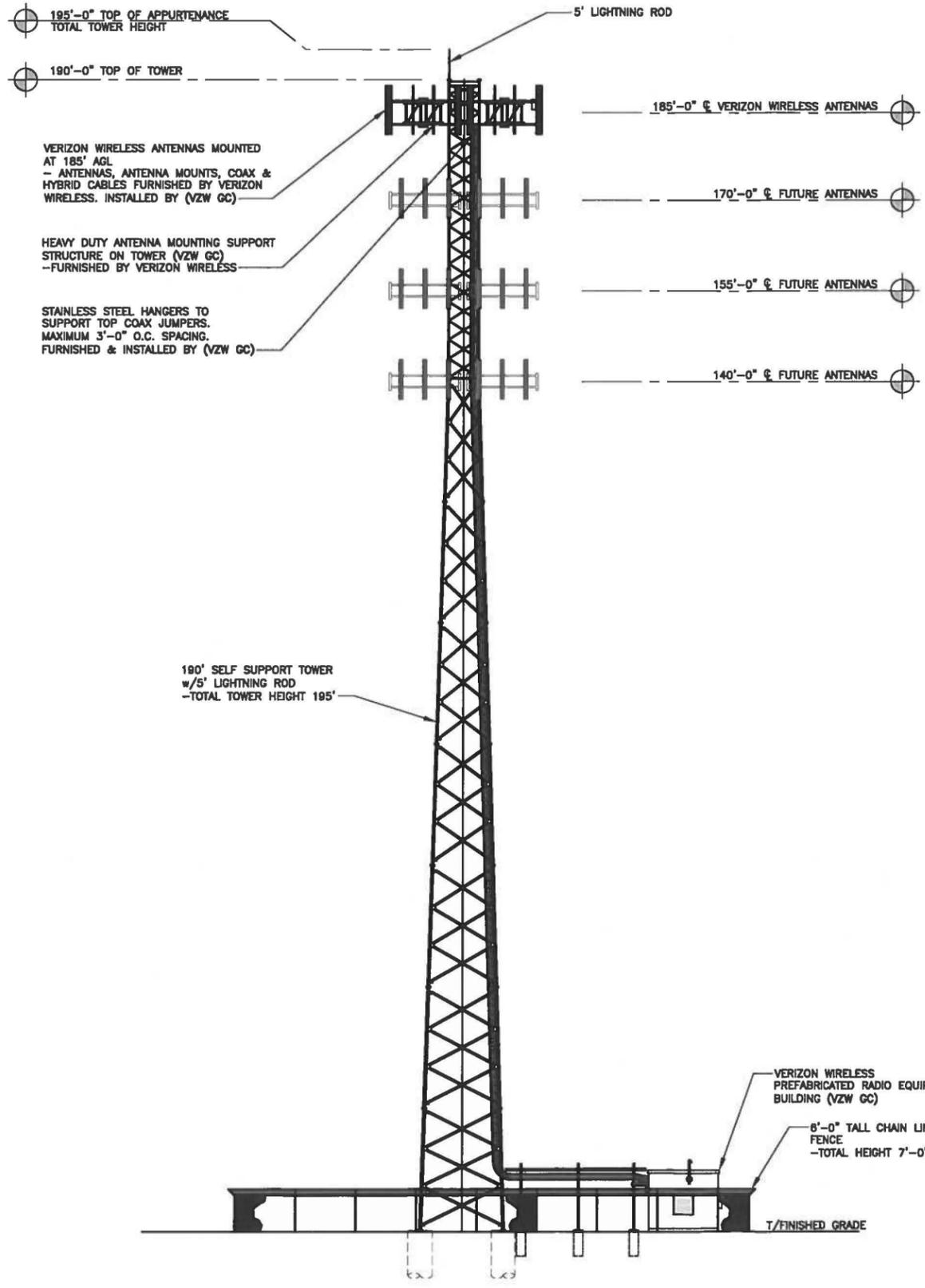
SHEET TITLE:
**500' RADIUS &
 ABUTTER'S MAP**

SHEET NUMBER:
B-2

CERTIFICATE
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

Mark Patterson 8-2015
 MARK PATTERSON, PLS #3136 DATE





NOTE:
 1. IT IS THE INSTALLING CONTRACTORS RESPONSIBILITY TO VERIFY ALL ANTENNA INFORMATION AGAINST FINAL RADIO ENGINEERING PLAN PROVIDED BY CELCO PARTNERSHIP d/b/a VERIZON WIRELESS (VZW GC)

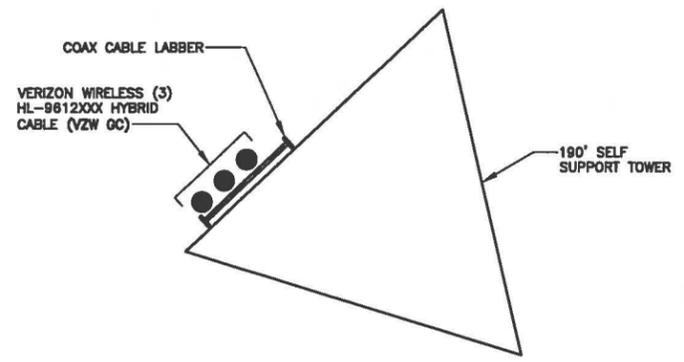
GPD GROUP, INC.
 520 South Main Street, Suite 2531
 Akron, OH 44311
 330.572.2100 Fax: 330.572.2102



| DATE | DESCRIPTION |
|----------|----------------------------------|
| 02/03/15 | ISSUED FOR 90% REVIEW |
| 07/01/15 | REVISED TOWER HEIGHT |
| 07/27/15 | REVISED PER PIKE COMMENTS |
| 08/07/15 | REVISED PER VZW NEW REQUIREMENTS |
| 08/07/15 | REVISED PER PIKE & VZW COMMENTS |
| 08/20/15 | REVISED TO ZONING DRAWINGS |
| 07/14/15 | REVISED PER PIKE COMMENT |



COOPERS BOTTOM RACE TRACK RD MILTON, KENTUCKY 40051
 TOWER ELEVATION
 DARRIN KOTECKI



COAX PLAN
 SCALE: N.T.S.



TOWER ELEVATION
 SCALE: N.T.S.



| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | — |
| CONSTRUCTION | — |
| RECORD | — |

| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO. 2014735.95

TE-1

Drawing Name: 0120140214705CENTRAL STATES TOWERCOOPERS BOTTOM RDVAE-Preliminary\COOPERS BOTTOM
 ZML.DWG
 August 18, 2015 3:48 PM - dcammins



**OVERALL SITE PLAN
 w/AERIAL OVERLAY**

SCALE: 1" = 200'



520 South Main Street, Suite 2531
 Alton, OH 45311
 330.572.2100 Fax: 330.572.2102



| REV | DATE | DESCRIPTION |
|-----|----------|----------------------------------|
| A | 02/03/15 | ISSUED FOR 80% REVIEW |
| B | 02/10/15 | REVISED TOWER HEIGHT |
| C | 04/12/15 | REVISED PER PIKE COMMENTS |
| D | 06/08/15 | REVISED PER VZM NEW REQUIREMENTS |
| E | 06/08/15 | REVISED PER PIKE & VZM COMMENTS |
| F | 06/08/15 | REVISED TO ZONING DRAWINGS |
| G | 07/14/15 | REVISED PER PIKE COMMENT |



Darrin Kotecki

COOPERS BOTTOM RD.
 RACE TRACK RD.
 MILTON, KENTUCKY 40054
 OVERALL SITE PLAN
 AERIAL OVERLAY

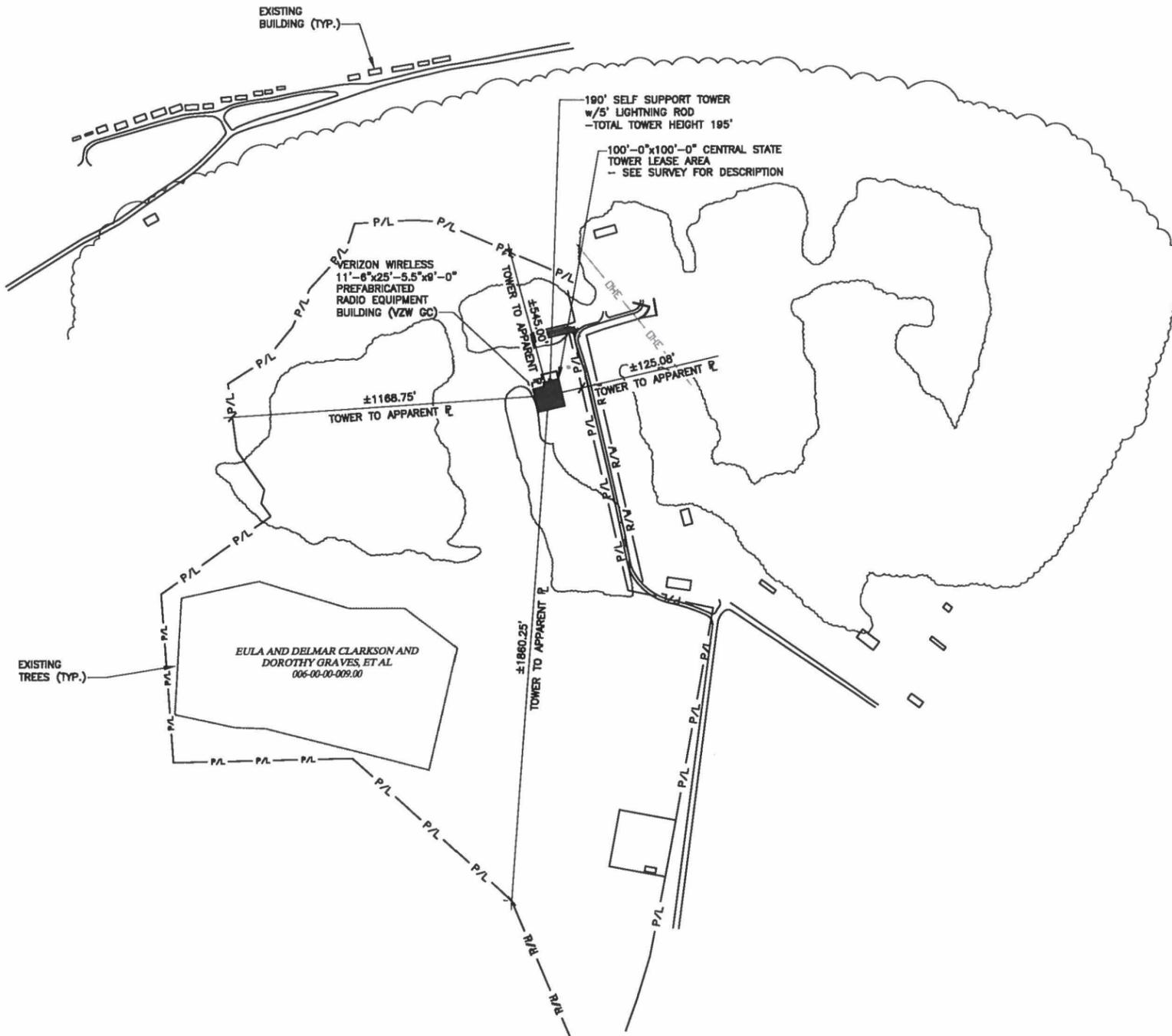
| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | - |
| CONSTRUCTION | - |
| RECORD | - |

| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO.
2014735.95



Drawing Name: C:\2014\2014705\CENTRAL STATES TOWER\COOPERS BOTTOM RDA\B\pml\m\y\COOPERS BOTTOM
 ZDs.DWG
 August 16, 2016 3:48 PM - ddomini@cs



**OVERALL SITE PLAN w/
 DIMENSIONS FROM TOWER
 TO PROPERTY LINES**

SCALE: 1" = 500'



520 South Main Street, Suite 2531
 Alton, OH 45111
 330.572.2100 Fax: 330.572.2102



| DATE | DESCRIPTION |
|----------|----------------------------------|
| 02/03/15 | ISSUED FOR RPA REVIEW |
| 02/10/15 | REVISED TOWER HEIGHT |
| 07/27/15 | REVISED PER PIKE COMMENTS |
| 08/08/15 | REVISED PER VZW NEW REQUIREMENTS |
| 06/05/15 | REVISED PER PIKE & VZW COMMENTS |
| 06/03/15 | REVISED TO ZONING DRAWINGS |
| 07/14/15 | REVISED PER PIKE COMMENT |



**COOPERS BOTTOM RDA
 RACE TRACK RD
 MILTON, KENTUCKY 40054**
**OVERALL SITE PLAN w/
 DISTANCE FROM TOWER
 TO PROPERTY LINES**

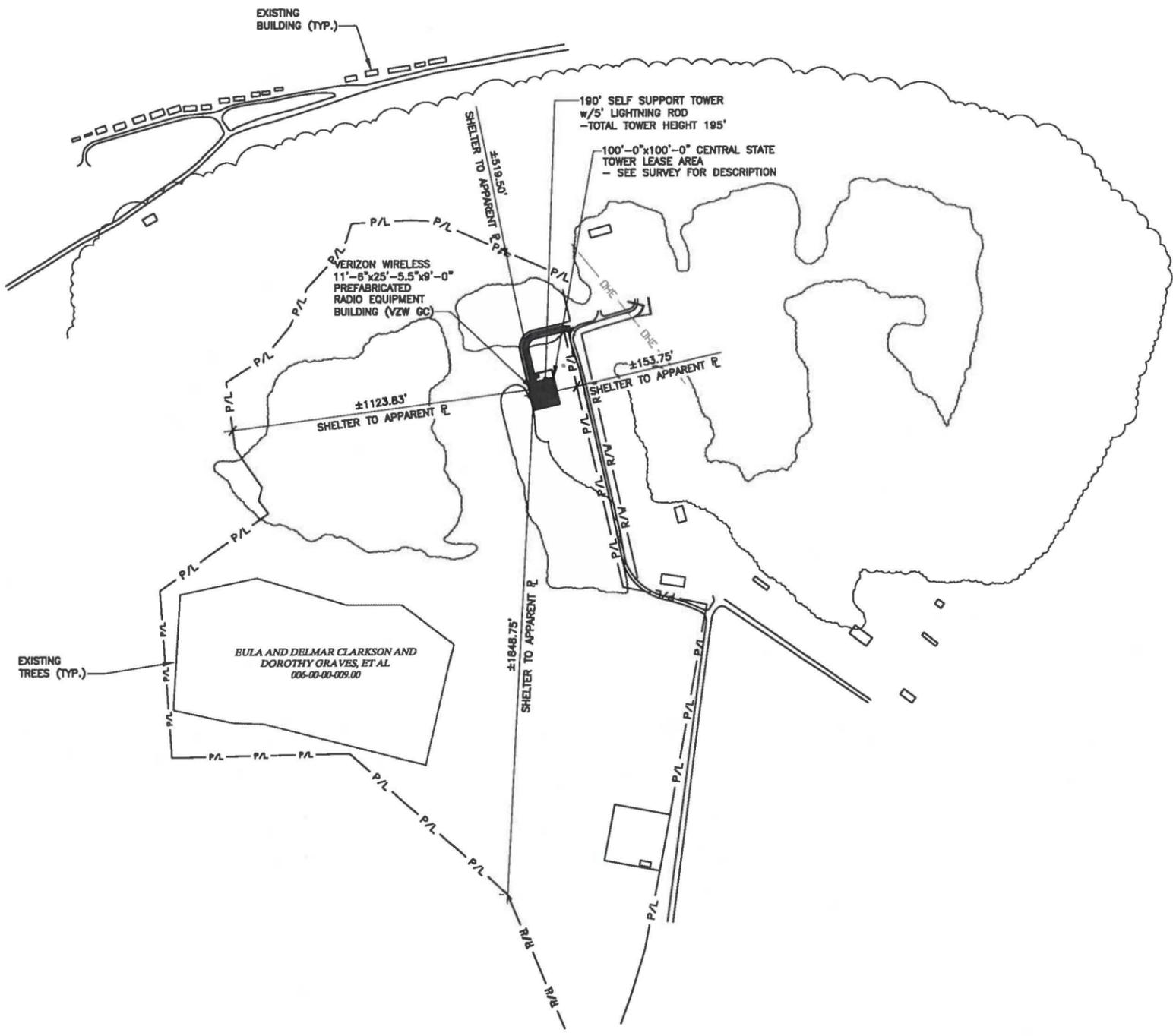
| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | - |
| CONSTRUCTION | - |
| RECORD | - |

| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO. 2014735.95

C-1A

Drawing Name: 01201412014705CENTRAL STATES TOWERCOOPERS BOTTOM RDASIPreliminaryCOOPERS BOTTOM
 ZDA.DWG
 August 18, 2015 3:48 PM - dclumina



**OVERALL SITE PLAN w/
 DIMENSIONS FROM SHELTER
 TO PROPERTY LINES**

SCALE: 1" = 500'



520 South Main Street, Suite 2531
 Akron, OH 44311
 330.572.2100 Fax: 330.572.2102



| DATE | DESCRIPTION |
|----------|----------------------------------|
| 02/03/15 | ISSUED FOR 80% REVIEW |
| 07/20/15 | REVISED TOWER HEIGHT |
| 07/21/15 | REVISED PER PIKE COMMENTS |
| 08/04/15 | REVISED PER VZW NEW REQUIREMENTS |
| 08/05/15 | REVISED PER PIKE & VZW COMMENTS |
| 08/05/15 | REVISED TO ZONING DRAWINGS |
| 07/14/15 | REVISED PER PIKE COMMENT |



**COOPERS BOTTOM RD
 RACE TRACK RD
 MILTON, KENTUCKY 40054**
**OVERALL SITE PLAN w/
 DISTANCE FROM SHELTER
 TO PROPERTY LINES**

| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | - |
| CONSTRUCTION | - |
| RECORD | - |

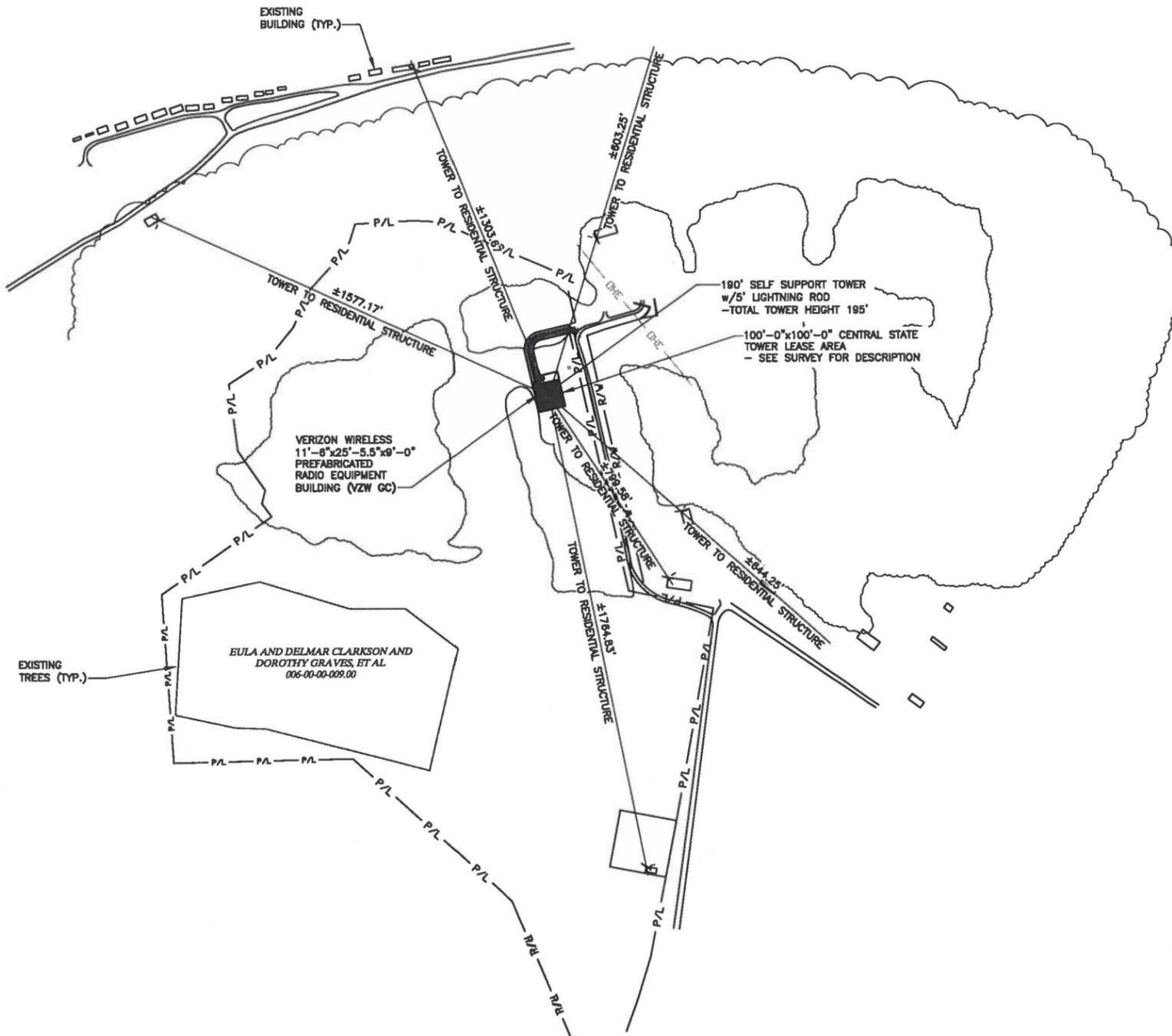
| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO. 2014735.95



C-1B

Drawing Name: O:\2014\2014705\CENTRAL STATES TOWER\COOPERS BOTTOM RD\A\P\preliminary\COOPERS BOTTOM
 ZDs.DWG
 August 18, 2015 3:48 PM - dourminh



**OVERALL SITE PLAN w/
 DIMENSIONS FROM TOWER
 TO RESIDENTIAL STRUCTURES**

SCALE: 1" = 500'



520 South Main Street, Suite 2531
 Alton, OH 45111
 330.572.2100 Fax: 330.572.2102



323 SOUTH MALE STREET, SUITE 100
 WHEATON, IL 60187

| REV | DATE | DESCRIPTION |
|-----|----------|----------------------------------|
| A | 02/03/15 | ISSUED FOR 80% REVIEW |
| B | 07/10/15 | REVISED TOWER HEIGHT |
| C | 07/12/15 | REVISED PER PIKE COMMENTS |
| D | 08/03/15 | REVISED PER VZM NEW REQUIREMENTS |
| E | 08/05/15 | REVISED PER PIKE & VZM COMMENTS |
| F | 08/05/15 | REVISED TO ZONING DRAWINGS |
| G | 07/14/15 | REVISED PER PIKE COMMENT |



Bottom Right
COOPERS BOTTOM RD
RACE TRACK RD
MILTON, KENTUCKY 40054
**OVERALL SITE PLAN w/
 DISTANCE FROM TOWER
 TO RESIDENTIAL STRUCTURES**

| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | - |
| CONSTRUCTION | - |
| RECORD | - |

| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO.
2014735.95





| DATE | DESCRIPTION |
|----------|----------------------------------|
| 02/03/15 | ISSUED FOR 80% REVIEW |
| 07/19/15 | REVISED TOWER HEIGHT |
| 07/19/15 | REVISED PER PIKE COMMENTS |
| 08/05/15 | REVISED PER VZW NEW REQUIREMENTS |
| 08/05/15 | REVISED PER PIKE & VZW COMMENTS |
| 08/05/15 | REVISED TO ZONING DRAWINGS |
| 07/14/15 | REVISED PER PIKE COMMENT |



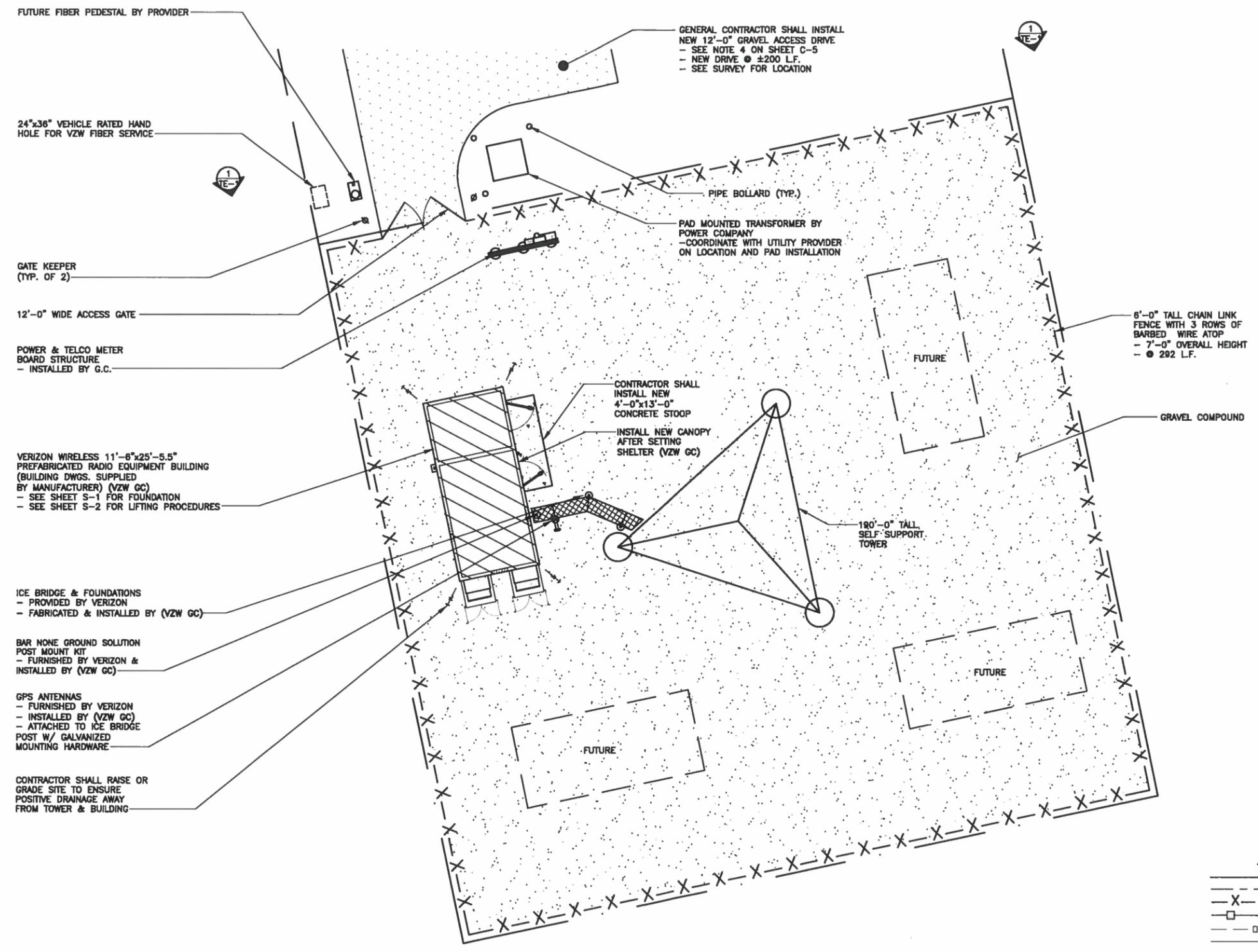
COOPERS BOTTOM RD. RACE TRACK RD MILTON, KENTUCKY 40054
DETAILED SITE PLAN

| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | -- |
| CONSTRUCTION | -- |
| RECORD | -- |

| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO. **2014735.95**

C-2



LEGEND

- IRON PIN
- DRAINAGE LINE
- SPOT ELEVATION
- GRAVEL COMPOUND
- CENTER LINE
- NEW FENCE LINE
- NEW SILT FENCE LINE
- POWER POLEw/OVERHEAD ELEC./TELE.
- EDGE OF NEW DRIVE
- UNDERGROUND ELECTRICAL CONDUIT
- UNDERGROUND TELEPHONE CONDUIT
- EXISTING CONTOURS
- NEW CONTOURS
- FENCED COMPOUND
- NEW PREFABRICATED RADIO EQUIPMENT BUILDING
- CONCRETE
- ACCESS DRIVE

DETAILED SITE PLAN

SCALE: 1/16" = 1'-0"



*NOTE: GENERAL CONTRACTOR IS TO INSURE THERE IS NO DISTURBANCE OF PROPERTY, SOIL, ETC. OUTSIDE OF THE STAKED LEASE AREA WITHOUT APPROVAL FROM VERIZON WIRELESS CONSTRUCTION MANAGER

Drawing Name: 0:201402014705CENTRAL STATES TOWERCOOPERS BOTTOM RD04EpreliminaryCOOPERS BOTTOM ZDn.DWG August 18, 2015 3:48 PM - dcurmins

Kentucky 811

Know what's Below.
Call before you dig.

*NOTE: GENERAL CONTRACTOR IS TO INSURE THERE IS NO DISTURBANCE OF PROPERTY, SOIL, ETC. OUTSIDE OF THE STAKED LEASE AREA WITHOUT APPROVAL FROM VERIZON WIRELESS CONSTRUCTION MANAGER



520 South Main Street, Suite 2531
Akron, OH 44311
330.572.2100 Fax: 330.572.2102



323 SOUTH HALE STREET, SUITE 100
WHEATON, IL 60187

| DATE | DESCRIPTION |
|----------|----------------------------------|
| 02/03/15 | ISSUED FOR 80% REVIEW |
| 07/10/15 | REVISED TOWER HEIGHT |
| 08/12/15 | REVISED PER PIKE COMMENTS |
| 08/08/15 | REVISED PER VZW NEW REQUIREMENTS |
| 08/05/15 | REVISED PER PIKE & VZW COMMENTS |
| 06/30/15 | REVISED TO ZONING DRAWINGS |
| 07/14/15 | REVISED PER PIKE COMMENT |



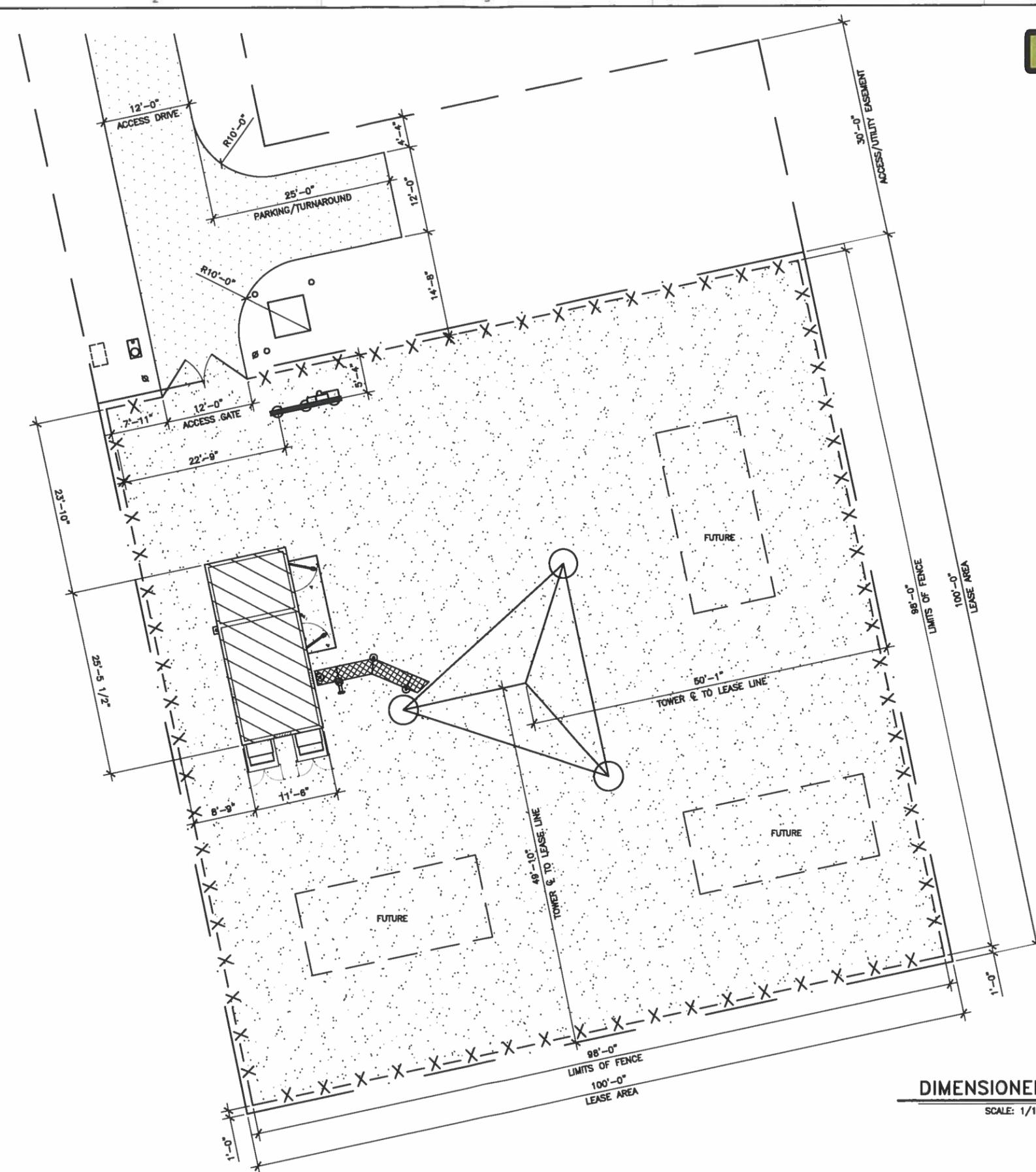
COOPERS BOTTOM RD.
RACE TRACK RD
MILTON, KENTUCKY 40045
DIMENSIONED
SITE PLAN

| ISSUED FOR: | |
|--------------|----------|
| REVIEW | 02/03/15 |
| PERMIT | -- |
| CONSTRUCTION | -- |
| RECORD | -- |

| PROJECT MANAGER | DESIGNER |
|-----------------|----------|
| TTP | DTC |

JOB NO.
2014735.95

C-3



LEGEND

- IRON PIN
- DRAINAGE LINE
- SPOT ELEVATION
- GRAVEL COMPOUND
- CENTER LINE
- NEW FENCE LINE
- NEW SILT FENCE LINE
- POWER POLEw/OVERHEAD ELEC./TELE.
- EDGE OF NEW DRIVE
- UNDERGROUND ELECTRICAL CONDUIT
- UNDERGROUND TELEPHONE CONDUIT
- EXISTING CONTOURS
- NEW CONTOURS
- NEW LEASE AREA AND EASEMENT
- FENCED COMPOUND
- NEW PREFABRICATED RADIO EQUIPMENT BUILDING
- CONCRETE
- ACCESS DRIVE

DIMENSIONED SITE PLAN

SCALE: 1/16" = 1'-0"



Drawing Name: C:\2014\2014735\CENTRAL STATES TOWER\COOPERS BOTTOM RD\AE\Preliminary\COOPERS BOTTOM ZDs.DWG August 18, 2015 3:48 PM - dcummins

EXHIBIT C
TOWER AND FOUNDATION DESIGN



Kevin Mason
Project Manager
2626 Midwest Court
Champaign, IL 61882
217-819-3040
kevinm@mutationline.com

August 10, 2015, 2015

RE: LV Coopers Bottom Road

Dear Commissioners,

My name is **Kevin Mason**, and I am the Construction Manager for the proposed tower referenced within this application. I have been involved in the construction of wireless communications facilities for 12 years including the last 2.5 years as a Project Manager with Midwest Underground Technology, Inc. Prior to that, I held various positions at Mid America Tower Service, and Interstate Tower. I have various, diverse experience performing work on tower sites as well as supervising and managing tower installations, maintenance and upgrades. I have been in a supervisory or management position with Midwest Underground Technology, Inc for over six, and prior to that I held a supervisory position for two years with Mid America Tower Service.

In addition MUTI is a founding member of the TIRAP (Telecommunications Industry Registered Apprenticeship Program). This joint venture working with the DOL is advancing the training and development of people involved in the implementation of the wireless infrastructure. More information can be found at www.TIRAP.org if you have interest.

I can be reached at (217)-621-0110 to discuss this site further.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Mason", is written over a white background.

Kevin Mason
Project Manager
Midwest Underground Technology, Inc



Structural Design Report
190' S3TL Series HD1 Self-Supporting Tower
Site: LV Coopers Bottom Rd, KY
Site Number: KY-00-4065

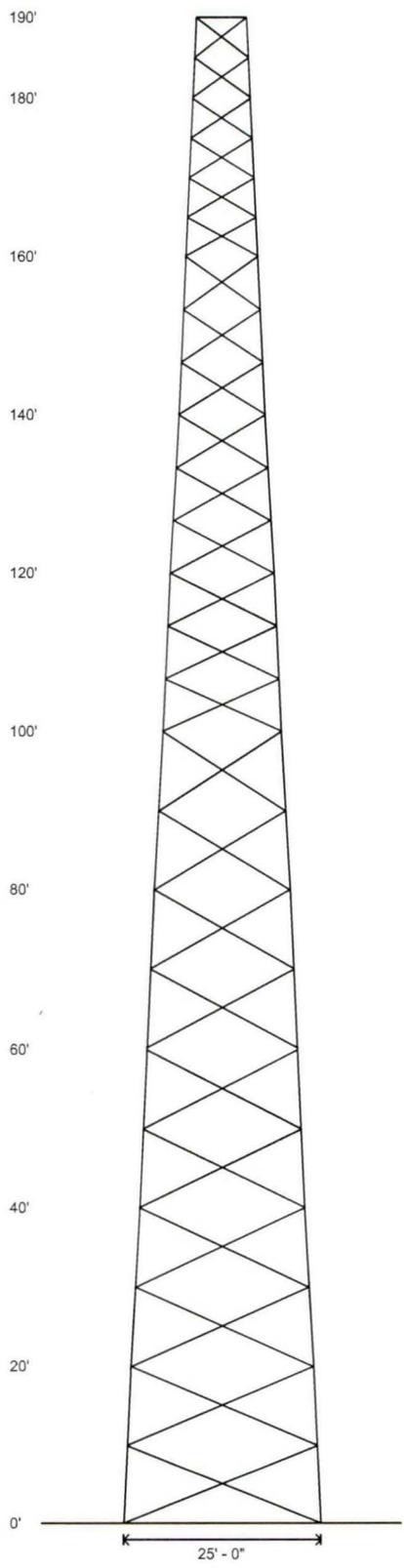
Prepared for: CENTRAL STATES TOWER
by: Sabre Towers & Poles™

Job Number: 125305
Revision A
July 28, 2015

| | |
|---|------|
| Tower Profile..... | 1-2 |
| Foundation Design Summary (Option 1)..... | 3 |
| Foundation Design Summary (Option 2)..... | 4 |
| Maximum Leg Loads..... | 5 |
| Maximum Diagonal Loads..... | 6 |
| Maximum Foundation Loads..... | 7 |
| Calculations..... | 8-21 |



| | | | | | | | | | |
|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------|
| Legs | 12.75 OD X .375 | 10.75 OD X .500 | 8.625 OD X .500 | 8.625 OD X .322 | 5.563 OD X .500 | 5.563 OD X .375 | 4.000 OD X .318 | 3.500 OD X .216 | A |
| Diagonals | L 5 X 5 X 5/16 | L 4 X 4 X 3/8 | L 4 X 4 X 3/8 | C | L 3 X 3 X 5/16 | D | E | L 2 X 2 X 3/16 | F |
| Horizontals | NONE | | | | | | | | |
| Brace Bolts | (2) 5/8" | (1) 7/8" | (1) 3/4" | (1) 3/4" | (1) 3/4" | (1) 3/4" | (1) 3/4" | (1) 5/8" | G |
| Top Face Width | 23' | 21' | 19' | 15' | 13' | 11' | 9' | 7' | 6' |
| Panel Count/Height | 7125 | 7345 | 6012 | 3891 | 3793 | 3404 | 2133 | 1276 | 6 @ 5' |
| Section Weight | | | | | | | | | 483 |



Base Reactions

| Total Foundation | | Individual Footing | |
|-------------------|--------|--------------------|------|
| Shear (kips) | 126.75 | Shear (kips) | 74.4 |
| Axial (kips) | 207.74 | Compression (kips) | 634 |
| Moment (ft-kips) | 13156 | Uplift (kips) | 569 |
| Torsion (ft-kips) | 82.25 | | |

Material List

| Display | Value |
|---------|--------------------------|
| A | 2.875 OD X .203 |
| B | L 4 X 3 1/2 X 3/8 (SLV) |
| C | L 4 X 3 1/2 X 5/16 (SLV) |
| D | L 3 1/2 X 3 X 3/8 (SLV) |
| E | L 2 1/2 X 2 1/2 X 5/16 |
| F | L 1 3/4 X 1 3/4 X 1/8 |
| G | L 2 1/2 X 2 1/2 X 3/16 |

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 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" 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 40 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 2, with a Crest Height of 400'.
- 12) The foundation loads shown are factored loads.

| | | | |
|---|---|--|---------|
|  | Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814 | Job: 125305A Customer: CENTRAL STATES TOWER Site Name: LV Coopers Bottom Rd, KY KY-00-4065 Description: 190' S3TL Date: 7/28/2015 | By: REB |
| | <small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small> | | |

Designed Appurtenance Loading

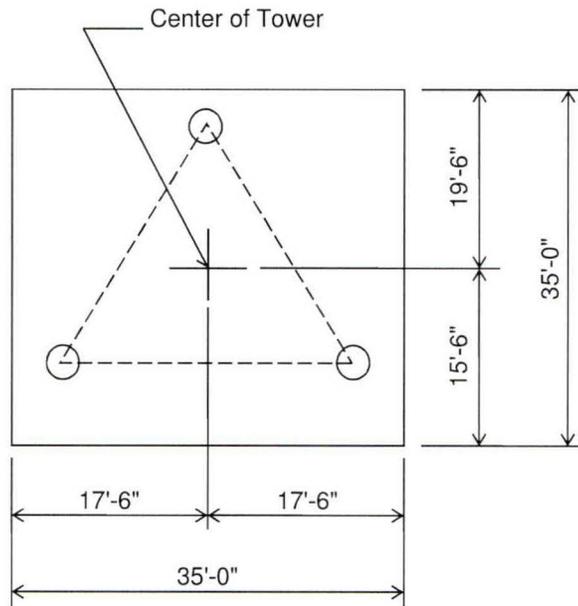
| Elev | Description | Tx-Line |
|------|--------------------------------------|-------------|
| 185 | Commscope Tri-Sector Mount - MTC3623 | |
| 185 | (3) RRUS A2 B2s | |
| 185 | (3) RC3DC-3315-PF-48s | |
| 185 | (3) HFT1206-24S49-xxx Hybrid Cabless | |
| 185 | (3) RRUS 12 B2s | |
| 185 | (3) RRUS A2 B13s | |
| 185 | (3) RRUS B13s | |
| 185 | (6) APXVFWW24X-C-NA20s | |
| 185 | (3) RRUS 12 B4s | |
| 185 | (3) RRUS A2 B4s | |
| 170 | Commscope Tri-Sector Mount - MTC3623 | |
| 170 | (3) DC6-48-60-18-8Fs | (8) 7/8" |
| 170 | (12) TMA (17" x 12" x 6")s | (3) 1/4" |
| 170 | (12) 8' X 1' X 6INs | (12) 1 5/8" |

| Elev | Description | Tx-Line |
|------|--------------------------------------|-------------|
| 170 | (12) RRH (24" x 12" x 10")s | (1) 3/8" |
| 160 | Commscope Tri-Sector Mount - MTC3623 | |
| 160 | (3) DC6-48-60-18-8Fs | (8) 7/8" |
| 160 | (12) TMA (17" x 12" x 6")s | (3) 1/4" |
| 160 | (12) 8' X 1' X 6INs | (12) 1 5/8" |
| 160 | (12) RRH (24" x 12" x 10")s | (1) 3/8" |
| 150 | Commscope Tri-Sector Mount - MTC3623 | |
| 150 | (3) DC6-48-60-18-8Fs | (8) 7/8" |
| 150 | (12) TMA (17" x 12" x 6")s | (3) 1/4" |
| 150 | (12) 8' X 1' X 6INs | (12) 1 5/8" |
| 150 | (12) RRH (24" x 12" x 10")s | (1) 3/8" |
| 140 | Leg Dish Mount | |
| 140 | (1) 8' Solid Dish w/ Radome | (1) EW52 |

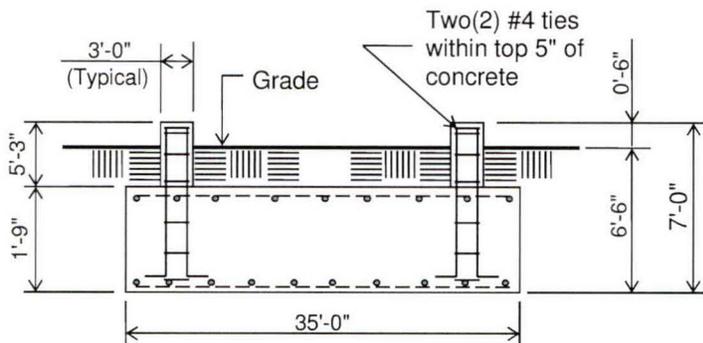
| | | |
|--|---|--|
|  <p>Sabre Industries™ Towers and Poles</p> | <p>Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 278-0814</p> | <p>Job: 125305A</p> |
| | <p>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</p> | <p>Customer: CENTRAL STATES TOWER</p> |
| | | <p>Site Name: LV Coopers Bottom Rd, KY KY-00-4065</p> |
| | | <p>Description: 190' S3TL</p> |
| | | <p>Date: 7/28/2015 By: REB</p> |

Customer: CENTRAL STATES TOWER
Site: LV Coopers Bottom Rd, KY KY-00-4065

190 ft. Model S3TL Series HD1 Self Supporting Tower At
90 mph Wind with no ice and 40 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.
Antenna Loading per Page 1



PLAN VIEW



ELEVATION VIEW

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

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

Notes:

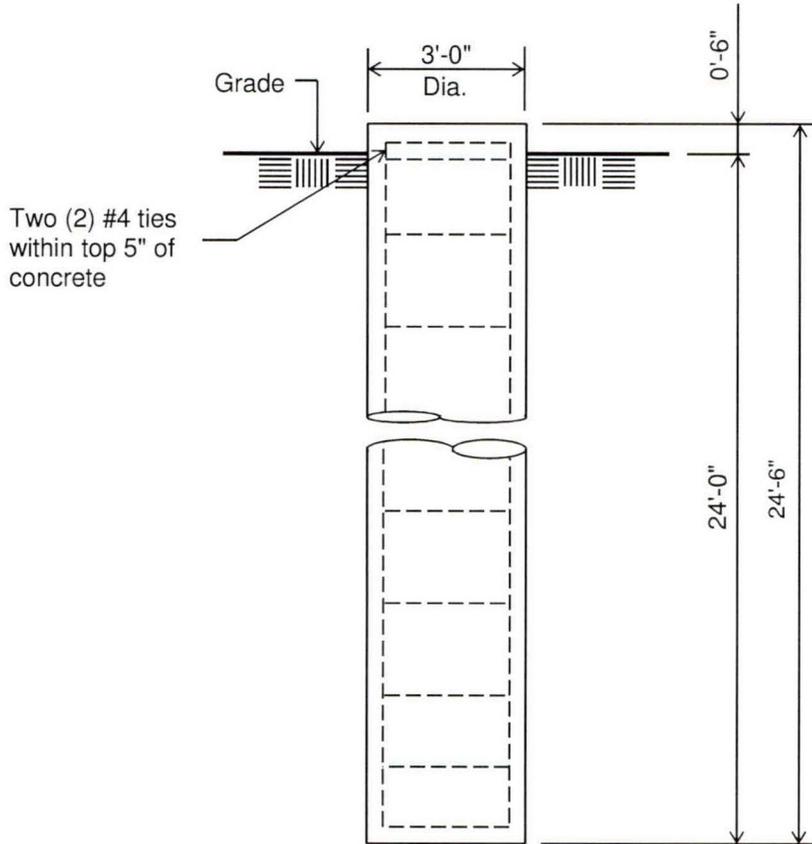
- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Alt and Witzig Engineering Project No. 15IN0334, dated June 10, 2015
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:
Factored download (kips) = 77.68
Factored overturn (kip-ft) = 13155.65
Factored shear (kips) = 126.75
- 8). This is a design drawing only. Please see final construction drawings for all installation details.

| Rebar Schedule per Mat and per Pier | |
|-------------------------------------|---|
| Pier | (16) #8 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 7" C/C |
| Mat | (68) #9 horizontal rebar evenly spaced each way top and bottom. (272 total) |

- 9). 4.75 ft of soil cover is required over the entire area of the foundation slab.

Customer: CENTRAL STATES TOWER
Site: LV Coopers Bottom Rd, KY KY-00-4065

190 ft. Model S3TL Series HD1 Self Supporting Tower At
90 mph Wind with no ice and 40 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.
Antenna Loading per Page 1



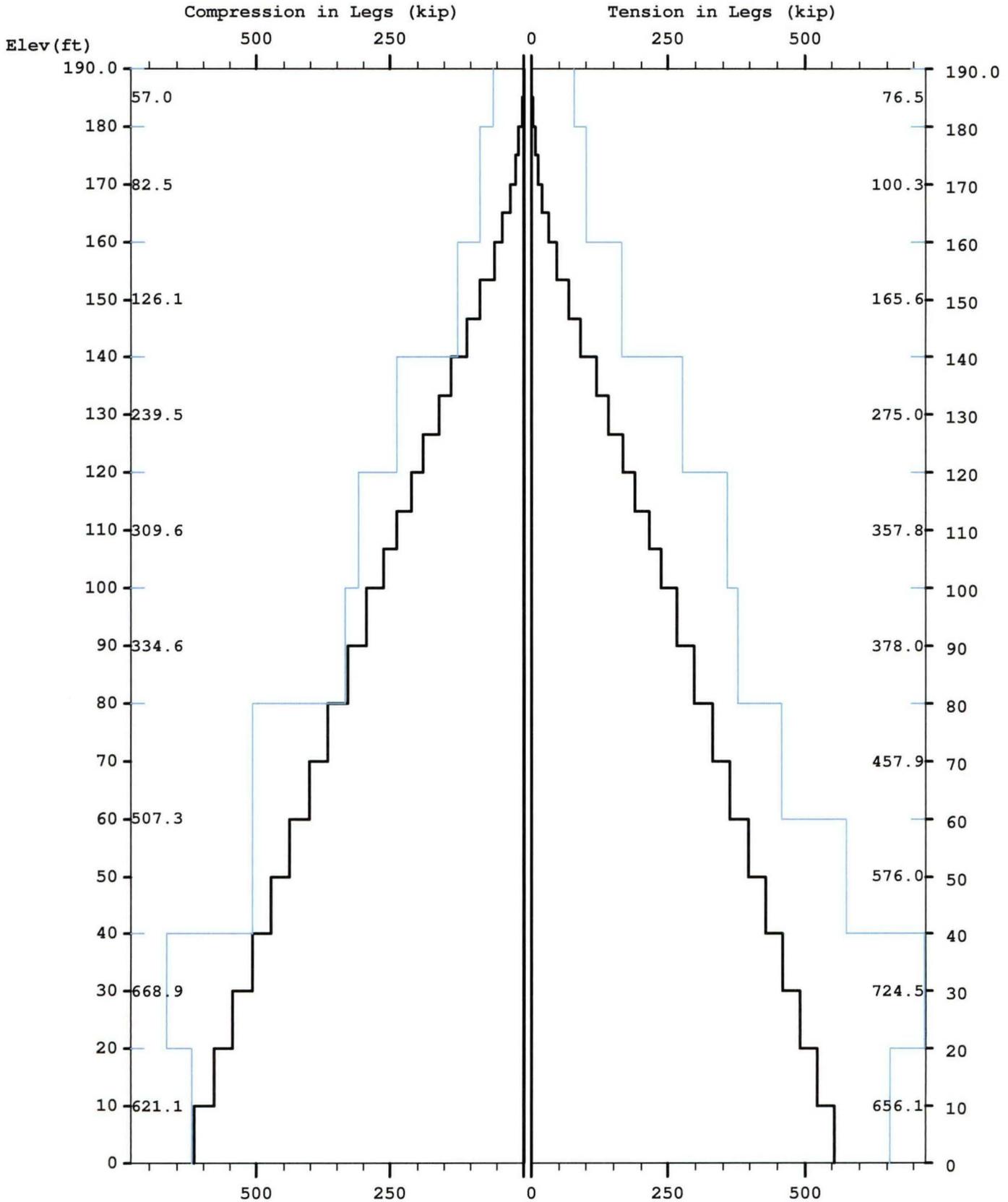
ELEVATION VIEW
(6.41 Cu. Yds. each)
(3 REQUIRED; NOT TO SCALE)

Notes:

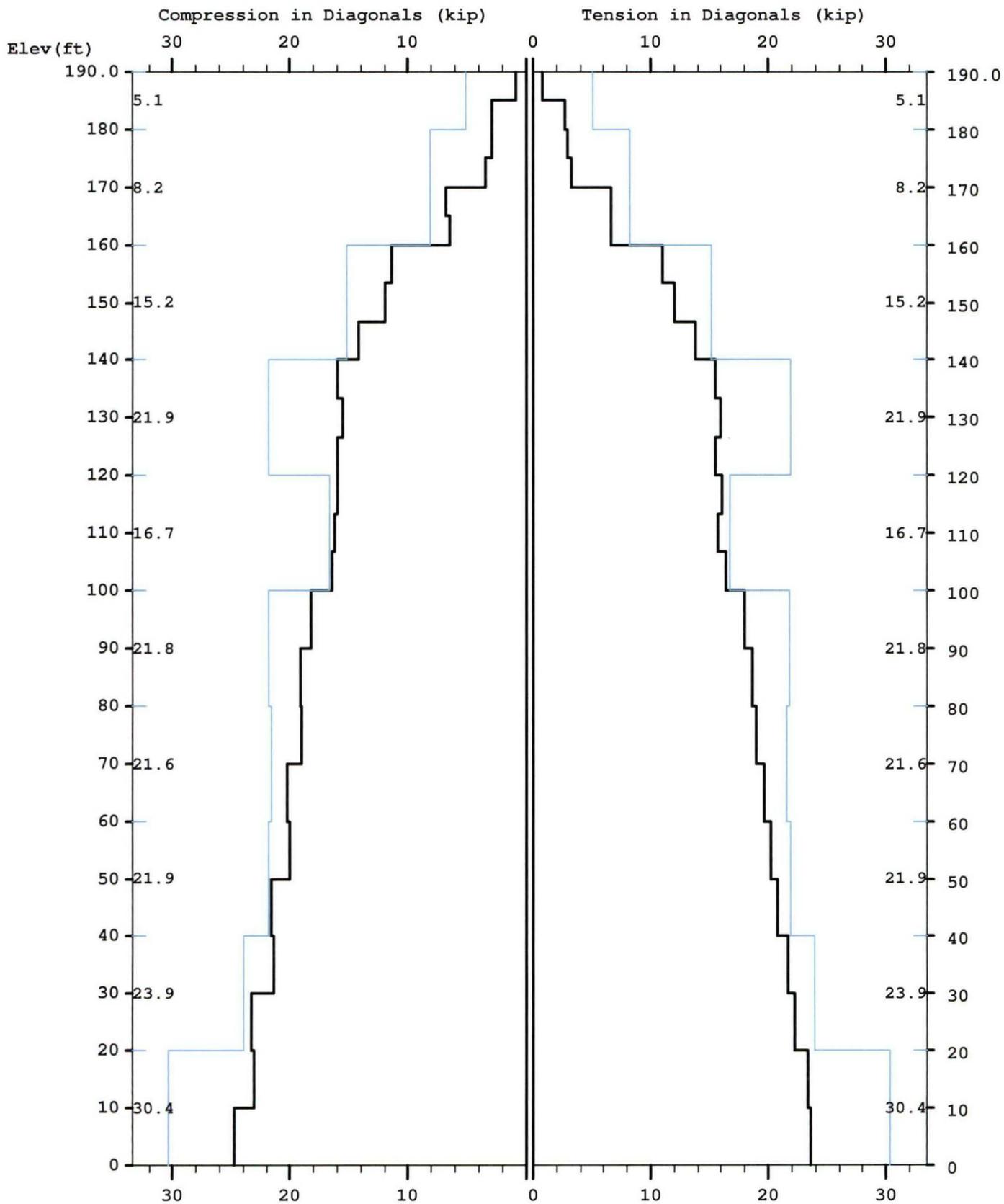
- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Alt and Witzig Engineering Project No. 15IN0334, dated June 10, 2015
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). The foundation is based on the following factored loads:
Factored uplift (kips) = 568.97
Factored download (kips) = 633.53
Factored shear (kips) = 74.4
- 8). This is a design drawing only. Please see final construction drawings for all installation details.

| Rebar Schedule per Pier | |
|-------------------------|--|
| Pier | (14) #11 vertical rebar w/#4 ties, two (2) within top 5" of pier then 7" C/C |

Maximum

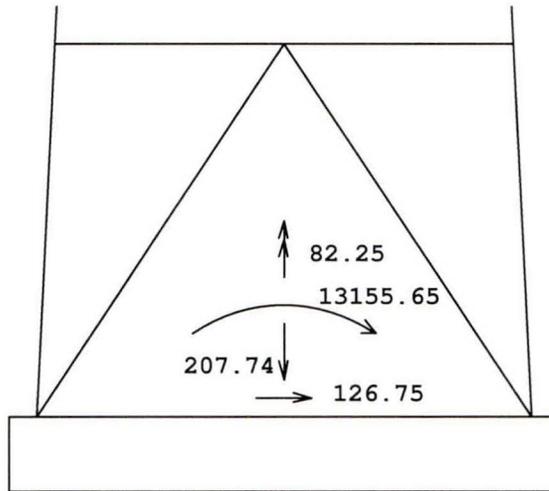


Maximum

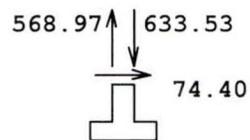
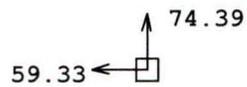


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Latticed Tower Analysis (Unguyed)
 Processed under license at:

(c)2013 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 28 jul 2015 at: 14:47:23

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 | 185.00 | 190.00 | 6.50 | 6.00 | 5.00 |
| X | 3 | 180.00 | 185.00 | 7.00 | 6.50 | 5.00 |
| X | 3 | 160.00 | 180.00 | 9.00 | 7.00 | 5.00 |
| X | 3 | 140.00 | 160.00 | 11.00 | 9.00 | 6.67 |
| X | 3 | 120.00 | 140.00 | 13.00 | 11.00 | 6.67 |
| X | 3 | 100.00 | 120.00 | 15.00 | 13.00 | 6.67 |
| X | 3 | 80.00 | 100.00 | 17.00 | 15.00 | 10.00 |
| X | 3 | 60.00 | 80.00 | 19.00 | 17.00 | 10.00 |
| X | 3 | 40.00 | 60.00 | 21.00 | 19.00 | 10.00 |
| X | 3 | 20.00 | 40.00 | 23.00 | 21.00 | 10.00 |
| X | 3 | 0.00 | 20.00 | 25.00 | 23.00 | 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 | 180.00 | 190.00 | 1.704 | 0.947 | 29000. | 0.0000116 |
| LE | 160.00 | 180.00 | 2.228 | 0.947 | 29000. | 0.0000116 |
| LE | 140.00 | 160.00 | 3.678 | 0.947 | 29000. | 0.0000116 |
| LE | 120.00 | 140.00 | 6.111 | 0.947 | 29000. | 0.0000116 |
| LE | 100.00 | 120.00 | 7.952 | 0.947 | 29000. | 0.0000116 |
| LE | 80.00 | 100.00 | 8.399 | 0.947 | 29000. | 0.0000116 |
| LE | 40.00 | 80.00 | 12.763 | 0.947 | 29000. | 0.0000116 |
| LE | 20.00 | 40.00 | 16.101 | 0.947 | 29000. | 0.0000116 |
| LE | 0.00 | 20.00 | 14.579 | 0.947 | 29000. | 0.0000116 |
| DI | 180.00 | 190.00 | 0.422 | 0.546 | 29000. | 0.0000116 |
| DI | 160.00 | 180.00 | 0.715 | 0.546 | 29000. | 0.0000116 |
| DI | 140.00 | 160.00 | 1.465 | 0.546 | 29000. | 0.0000116 |
| DI | 120.00 | 140.00 | 2.297 | 0.546 | 29000. | 0.0000116 |
| DI | 100.00 | 120.00 | 1.777 | 0.546 | 29000. | 0.0000116 |
| DI | 80.00 | 100.00 | 2.246 | 0.546 | 29000. | 0.0000116 |
| DI | 60.00 | 80.00 | 2.672 | 0.546 | 29000. | 0.0000116 |
| DI | 40.00 | 60.00 | 2.859 | 0.546 | 29000. | 0.0000116 |
| DI | 0.00 | 40.00 | 3.027 | 0.546 | 29000. | 0.0000116 |
| HO | 185.00 | 190.00 | 0.902 | 0.778 | 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 |
| 185.0 | 190.0 | 57.04 | 76.50 | 5.08 | 5.08 | 10.67 | 10.67 | 0.00 | 0.00 |
| 180.0 | 185.0 | 57.04 | 76.50 | 5.08 | 5.08 | 0.00 | 0.00 | 0.00 | 0.00 |
| 160.0 | 180.0 | 82.52 | 100.35 | 8.19 | 8.19 | 0.00 | 0.00 | 0.00 | 0.00 |
| 140.0 | 160.0 | 126.08 | 165.60 | 15.19 | 15.19 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120.0 | 140.0 | 239.46 | 274.95 | 21.87 | 21.87 | 0.00 | 0.00 | 0.00 | 0.00 |
| 100.0 | 120.0 | 309.64 | 357.75 | 16.71 | 16.71 | 0.00 | 0.00 | 0.00 | 0.00 |
| 80.0 | 100.0 | 334.65 | 378.00 | 21.81 | 21.81 | 0.00 | 0.00 | 0.00 | 0.00 |
| 60.0 | 80.0 | 507.33 | 457.90 | 21.58 | 21.58 | 0.00 | 0.00 | 0.00 | 0.00 |
| 40.0 | 60.0 | 507.33 | 576.00 | 21.87 | 21.87 | 0.00 | 0.00 | 0.00 | 0.00 |
| 20.0 | 40.0 | 668.86 | 724.50 | 23.92 | 23.92 | 0.00 | 0.00 | 0.00 | 0.00 |
| 0.0 | 20.0 | 621.06 | 656.10 | 30.37 | 30.37 | 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 | 185.0 | 0.00 | 0.0 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| C | 185.0 | 0.00 | 0.0 | 0.0 | 5.67 | 4.34 | 0.00 | 0.00 |
| C | 170.0 | 0.00 | 0.0 | 0.0 | 8.41 | 5.27 | 0.00 | 0.00 |
| C | 160.0 | 0.00 | 0.0 | 0.0 | 8.41 | 5.27 | 0.00 | 0.00 |
| C | 150.0 | 0.00 | 0.0 | 0.0 | 8.41 | 5.27 | 0.00 | 0.00 |
| D | 190.0 | 0.00 | 180.0 | 0.0 | 0.12 | 0.05 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 180.0 | 0.0 | 0.12 | 0.05 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 48.4 | 0.0 | 0.21 | 0.05 | 0.02 | 0.23 |
| D | 180.0 | 0.00 | 48.4 | 0.0 | 0.21 | 0.05 | 0.02 | 0.23 |
| D | 180.0 | 0.00 | 46.2 | 0.0 | 0.22 | 0.07 | 0.03 | 0.23 |
| D | 170.0 | 0.00 | 48.1 | 0.0 | 0.23 | 0.07 | 0.02 | 0.23 |
| D | 170.0 | 0.00 | 53.1 | 0.0 | 0.27 | 0.10 | 0.08 | 0.25 |
| D | 160.0 | 0.00 | 54.8 | 0.0 | 0.27 | 0.10 | 0.08 | 0.25 |
| D | 160.0 | 0.00 | 102.2 | 0.0 | 0.33 | 0.17 | 0.06 | 0.13 |
| D | 153.3 | 0.00 | 102.2 | 0.0 | 0.33 | 0.17 | 0.06 | 0.13 |
| D | 153.3 | 0.00 | 68.4 | 0.0 | 0.39 | 0.18 | 0.03 | 0.22 |
| D | 146.7 | 0.00 | 68.4 | 0.0 | 0.39 | 0.18 | 0.03 | 0.22 |
| D | 146.7 | 0.00 | 347.5 | 0.0 | 0.46 | 0.20 | 0.03 | 0.31 |
| D | 140.0 | 0.00 | 347.5 | 0.0 | 0.46 | 0.20 | 0.03 | 0.31 |
| D | 140.0 | 0.00 | 351.3 | 0.0 | 0.48 | 0.27 | 0.04 | 0.31 |
| D | 120.0 | 0.00 | 349.8 | 0.0 | 0.49 | 0.28 | 0.04 | 0.30 |
| D | 120.0 | 0.00 | 352.4 | 0.0 | 0.50 | 0.28 | 0.05 | 0.31 |
| D | 100.0 | 0.00 | 351.3 | 0.0 | 0.51 | 0.29 | 0.04 | 0.31 |
| D | 100.0 | 0.00 | 353.1 | 0.0 | 0.51 | 0.29 | 0.05 | 0.31 |
| D | 80.0 | 0.00 | 352.5 | 0.0 | 0.52 | 0.30 | 0.05 | 0.31 |
| D | 80.0 | 0.00 | 353.8 | 0.0 | 0.52 | 0.38 | 0.06 | 0.30 |
| D | 40.0 | 0.00 | 354.0 | 0.0 | 0.54 | 0.40 | 0.06 | 0.30 |
| D | 40.0 | 0.00 | 354.8 | 0.0 | 0.57 | 0.46 | 0.07 | 0.29 |
| D | 20.0 | 0.00 | 354.5 | 0.0 | 0.58 | 0.47 | 0.06 | 0.30 |
| D | 20.0 | 0.00 | 355.2 | 0.0 | 0.53 | 0.46 | 0.07 | 0.25 |
| D | 0.0 | 0.00 | 355.0 | 0.0 | 0.54 | 0.46 | 0.07 | 0.25 |

ANTENNA LOADING

=====

|ANTENNA..... TYPE | ELEV ft | AZI | ATTACHMENT | |ANTENNA FORCES..... | | | |
|---------------------------|------------|-----|------------|-----|--------------------------|--------------|----------------|-------------------|
| | | | RAD ft | AZI | AXIAL kip | SHEAR kip | GRAVITY kip | TORSION ft-kip |
| STD+R | 140.0 | 0.0 | 7.8 | 0.0 | 2.31 | 0.00 | 0.40 | 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

=====

| 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 | 185.0 | 0.00 | 0.0 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| C | 185.0 | 0.00 | 0.0 | 0.0 | 5.67 | 3.25 | 0.00 | 0.00 |
| C | 170.0 | 0.00 | 0.0 | 0.0 | 8.41 | 3.96 | 0.00 | 0.00 |
| C | 160.0 | 0.00 | 0.0 | 0.0 | 8.41 | 3.96 | 0.00 | 0.00 |
| C | 150.0 | 0.00 | 0.0 | 0.0 | 8.41 | 3.96 | 0.00 | 0.00 |

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| | | | | | | | | |
|---|-------|------|-------|-----|------|------|------|------|
| D | 190.0 | 0.00 | 180.0 | 0.0 | 0.12 | 0.04 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 180.0 | 0.0 | 0.12 | 0.04 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 48.4 | 0.0 | 0.21 | 0.04 | 0.02 | 0.23 |
| D | 180.0 | 0.00 | 48.4 | 0.0 | 0.21 | 0.04 | 0.02 | 0.23 |
| D | 180.0 | 0.00 | 46.2 | 0.0 | 0.22 | 0.05 | 0.02 | 0.23 |
| D | 170.0 | 0.00 | 48.1 | 0.0 | 0.23 | 0.05 | 0.02 | 0.23 |
| D | 170.0 | 0.00 | 53.1 | 0.0 | 0.27 | 0.07 | 0.06 | 0.25 |
| D | 160.0 | 0.00 | 54.8 | 0.0 | 0.27 | 0.07 | 0.06 | 0.25 |
| D | 160.0 | 0.00 | 102.2 | 0.0 | 0.33 | 0.13 | 0.05 | 0.13 |
| D | 153.3 | 0.00 | 102.2 | 0.0 | 0.33 | 0.13 | 0.05 | 0.13 |
| D | 153.3 | 0.00 | 68.4 | 0.0 | 0.39 | 0.14 | 0.02 | 0.22 |
| D | 146.7 | 0.00 | 68.4 | 0.0 | 0.39 | 0.14 | 0.02 | 0.22 |
| D | 146.7 | 0.00 | 347.5 | 0.0 | 0.46 | 0.15 | 0.03 | 0.31 |
| D | 140.0 | 0.00 | 347.5 | 0.0 | 0.46 | 0.15 | 0.03 | 0.31 |
| D | 140.0 | 0.00 | 351.3 | 0.0 | 0.48 | 0.21 | 0.03 | 0.31 |
| D | 120.0 | 0.00 | 349.8 | 0.0 | 0.49 | 0.21 | 0.03 | 0.30 |
| D | 120.0 | 0.00 | 352.4 | 0.0 | 0.50 | 0.21 | 0.03 | 0.31 |
| D | 100.0 | 0.00 | 351.3 | 0.0 | 0.51 | 0.22 | 0.03 | 0.31 |
| D | 100.0 | 0.00 | 353.1 | 0.0 | 0.51 | 0.22 | 0.04 | 0.31 |
| D | 80.0 | 0.00 | 352.5 | 0.0 | 0.52 | 0.22 | 0.04 | 0.31 |
| D | 80.0 | 0.00 | 353.8 | 0.0 | 0.52 | 0.28 | 0.04 | 0.30 |
| D | 40.0 | 0.00 | 354.0 | 0.0 | 0.54 | 0.30 | 0.04 | 0.30 |
| D | 40.0 | 0.00 | 354.8 | 0.0 | 0.57 | 0.35 | 0.05 | 0.29 |
| D | 20.0 | 0.00 | 354.5 | 0.0 | 0.58 | 0.35 | 0.05 | 0.30 |
| D | 20.0 | 0.00 | 355.2 | 0.0 | 0.53 | 0.34 | 0.05 | 0.25 |
| D | 0.0 | 0.00 | 355.0 | 0.0 | 0.54 | 0.35 | 0.05 | 0.25 |

ANTENNA LOADING

=====

|ANTENNA..... | | | ATTACHMENT | |ANTENNA FORCES..... | | | |
|-------------------|------------|-----|------------|-----|--------------------------|--------------|----------------|-------------------|
| TYPE | ELEV ft | AZI | RAD ft | AZI | AXIAL kip | SHEAR kip | GRAVITY kip | TORSION ft-kip |
| STD+R | 140.0 | 0.0 | 7.8 | 0.0 | 2.31 | 0.00 | 0.30 | 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 Y =====

40 mph wind with 0.75 ice. wind Azimuth: 0

MAST LOADING

=====

| LOAD TYPE | ELEV ft | APPLY..LOAD..AT | | LOAD AZI |FORCES..... | |MOMENTS..... | |
|--------------|------------|-----------------|-------|-------------|------------------|-------------|--------------------|-------------------|
| | | RADIUS ft | AZI | | HORIZ kip | DOWN kip | VERTICAL ft-kip | TORSNAL ft-kip |
| C | 185.0 | 0.00 | 0.0 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| C | 185.0 | 0.00 | 0.0 | 0.0 | 1.25 | 9.27 | 0.00 | 0.00 |
| C | 170.0 | 0.00 | 0.0 | 0.0 | 1.79 | 11.89 | 0.00 | 0.00 |
| C | 160.0 | 0.00 | 0.0 | 0.0 | 1.79 | 11.87 | 0.00 | 0.00 |
| C | 150.0 | 0.00 | 0.0 | 0.0 | 1.79 | 11.86 | 0.00 | 0.00 |
| D | 190.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.24 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.24 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 48.4 | 0.0 | 0.04 | 0.23 | 0.13 | 0.03 |
| D | 180.0 | 0.00 | 48.4 | 0.0 | 0.04 | 0.23 | 0.13 | 0.03 |
| D | 180.0 | 0.00 | 46.2 | 0.0 | 0.04 | 0.27 | 0.14 | 0.03 |
| D | 170.0 | 0.00 | 48.1 | 0.0 | 0.04 | 0.28 | 0.13 | 0.03 |
| D | 170.0 | 0.00 | 61.7 | 0.0 | 0.05 | 0.40 | 0.32 | 0.04 |
| D | 165.0 | 0.00 | 61.7 | 0.0 | 0.05 | 0.40 | 0.32 | 0.04 |
| D | 165.0 | 0.00 | 63.5 | 0.0 | 0.05 | 0.41 | 0.31 | 0.03 |
| D | 160.0 | 0.00 | 63.5 | 0.0 | 0.05 | 0.41 | 0.31 | 0.03 |
| D | 160.0 | 0.00 | 106.7 | 0.0 | 0.06 | 0.57 | 0.22 | 0.02 |
| D | 153.3 | 0.00 | 106.7 | 0.0 | 0.06 | 0.57 | 0.22 | 0.02 |
| D | 153.3 | 0.00 | 59.8 | 0.0 | 0.07 | 0.64 | 0.10 | 0.03 |
| D | 146.7 | 0.00 | 59.8 | 0.0 | 0.07 | 0.64 | 0.10 | 0.03 |
| D | 146.7 | 0.00 | 350.8 | 0.0 | 0.08 | 0.70 | 0.17 | 0.04 |
| D | 140.0 | 0.00 | 350.8 | 0.0 | 0.08 | 0.70 | 0.17 | 0.04 |
| D | 140.0 | 0.00 | 357.6 | 0.0 | 0.08 | 0.83 | 0.21 | 0.04 |

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| | | | | | | | | |
|---|-------|------|-------|-----|------|------|------|------|
| D | 120.0 | 0.00 | 356.6 | 0.0 | 0.08 | 0.86 | 0.19 | 0.04 |
| D | 120.0 | 0.00 | 357.8 | 0.0 | 0.08 | 0.85 | 0.23 | 0.04 |
| D | 100.0 | 0.00 | 357.2 | 0.0 | 0.08 | 0.88 | 0.22 | 0.04 |
| D | 100.0 | 0.00 | 358.0 | 0.0 | 0.09 | 0.87 | 0.26 | 0.04 |
| D | 90.0 | 0.00 | 358.0 | 0.0 | 0.09 | 0.87 | 0.26 | 0.04 |
| D | 90.0 | 0.00 | 357.7 | 0.0 | 0.09 | 0.88 | 0.25 | 0.04 |
| D | 80.0 | 0.00 | 357.7 | 0.0 | 0.09 | 0.88 | 0.25 | 0.04 |
| D | 80.0 | 0.00 | 358.1 | 0.0 | 0.09 | 0.96 | 0.28 | 0.04 |
| D | 70.0 | 0.00 | 358.1 | 0.0 | 0.09 | 0.96 | 0.28 | 0.04 |
| D | 70.0 | 0.00 | 357.8 | 0.0 | 0.09 | 0.97 | 0.27 | 0.04 |
| D | 60.0 | 0.00 | 357.8 | 0.0 | 0.09 | 0.97 | 0.27 | 0.04 |
| D | 60.0 | 0.00 | 358.5 | 0.0 | 0.09 | 1.02 | 0.33 | 0.04 |
| D | 40.0 | 0.00 | 358.4 | 0.0 | 0.09 | 1.03 | 0.31 | 0.04 |
| D | 40.0 | 0.00 | 358.5 | 0.0 | 0.09 | 1.14 | 0.35 | 0.04 |
| D | 20.0 | 0.00 | 358.5 | 0.0 | 0.09 | 1.15 | 0.34 | 0.04 |
| D | 20.0 | 0.00 | 358.4 | 0.0 | 0.08 | 1.19 | 0.42 | 0.03 |
| D | 10.0 | 0.00 | 358.4 | 0.0 | 0.08 | 1.19 | 0.42 | 0.03 |
| D | 10.0 | 0.00 | 358.5 | 0.0 | 0.09 | 1.31 | 0.54 | 0.03 |
| D | 0.0 | 0.00 | 358.5 | 0.0 | 0.09 | 1.31 | 0.54 | 0.03 |

ANTENNA LOADING

=====

|ANTENNA..... | | | ATTACHMENT | |ANTENNA FORCES..... | | | |
|-------------------|------------|-----|------------|-----|--------------------------|--------------|----------------|-------------------|
| TYPE | ELEV ft | AZI | RAD ft | AZI | AXIAL kip | SHEAR kip | GRAVITY kip | TORSION ft-kip |
| STD+R | 140.0 | 0.0 | 7.8 | 0.0 | 0.31 | 0.00 | 1.70 | 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 |

MAXIMUM MAST DISPLACEMENTS:

=====

| ELEV ft | -----DEFLECTIONS (ft)----- | | | --TILTS (DEG)--- | | TWIST DEG |
|------------|----------------------------|----------|---------|------------------|---------|--------------|
| | NORTH | EAST | DOWN | NORTH | EAST | |
| 190.0 | 1.906 G | 1.700 J | 0.025 e | 1.035 G | 0.932 J | 0.092 X |
| 185.0 | 1.816 G | 1.619 J | 0.025 e | 1.036 G | 0.933 J | 0.092 X |
| 180.0 | 1.723 G | 1.535 J | 0.024 e | 1.033 G | 0.930 J | 0.091 X |
| 175.0 | 1.632 G | 1.452 J | 0.024 e | 1.025 G | 0.922 J | 0.088 X |
| 170.0 | 1.543 G | 1.373 J | 0.024 e | 1.013 G | 0.911 J | 0.084 X |
| 165.0 | 1.450 G | 1.289 J | 0.023 e | 0.993 G | 0.893 J | 0.080 X |
| 160.0 | 1.364 G | 1.211 J | 0.022 e | 0.965 G | 0.868 J | 0.075 X |
| 153.3 | 1.248 G | 1.108 J | 0.021 e | 0.933 G | 0.839 J | 0.072 X |
| 146.7 | 1.140 G | 1.010 J | 0.020 e | 0.889 G | 0.799 J | 0.069 X |
| 140.0 | 1.035 G | 0.915 J | 0.019 e | 0.834 G | 0.748 J | 0.065 X |
| 133.3 | 0.938 G | 0.829 J | 0.018 e | 0.795 G | 0.712 J | 0.064 X |
| 126.7 | 0.844 G | 0.745 J | 0.017 e | 0.749 G | 0.670 J | 0.062 X |
| 120.0 | 0.759 G | 0.668 J | 0.016 e | 0.699 G | 0.624 J | 0.060 X |
| 113.3 | 0.674 G | 0.593 J | 0.015 e | 0.657 G | 0.586 J | 0.057 X |
| 106.7 | 0.598 G | 0.525 J | 0.014 e | 0.614 G | 0.546 J | 0.053 X |
| 100.0 | 0.524 G | 0.459 J | 0.013 Y | 0.567 G | 0.504 J | 0.049 X |
| 90.0 | 0.426 G | 0.373 J | 0.012 e | 0.496 G | 0.439 J | 0.045 X |
| 80.0 | 0.341 G | 0.297 J | 0.010 Y | 0.420 G | 0.371 J | 0.039 X |
| 70.0 | 0.268 G | 0.233 J | 0.009 e | 0.369 G | 0.325 J | 0.035 X |
| 60.0 | 0.202 G | 0.176 J | 0.008 Y | 0.315 G | 0.278 J | 0.030 X |
| 50.0 | 0.147 G | 0.128 J | 0.007 e | 0.260 G | 0.228 J | 0.025 X |
| 40.0 | 0.101 G | 0.087 J | 0.005 Y | 0.202 G | 0.177 J | 0.020 X |
| 30.0 | 0.065 G | 0.056 J | 0.004 e | 0.156 G | 0.137 J | 0.016 X |
| 20.0 | 0.035 G | -0.030 D | 0.003 Y | 0.109 G | 0.095 J | 0.011 X |
| 10.0 | 0.012 G | 0.010 J | 0.002 e | 0.055 G | 0.048 J | 0.005 X |
| 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 |
| 140.0 | 0.0 | STD+R | -0.748 J | 0.069 F | -0.834 G | 0.750 J |

MAXIMUM TENSION IN MAST MEMBERS (kip)

| ELEV ft | LEGS | DIAG | HORIZ | BRACE |
|------------|----------|---------|--------|--------|
| 190.0 | ----- | ----- | 0.63 A | 0.00 A |
| 185.0 | 0.36 S | 0.82 S | 0.07 G | 0.00 A |
| 180.0 | 1.51 M | 2.71 M | 0.03 g | 0.00 A |
| 175.0 | 7.62 M | 2.93 G | 0.11 A | 0.00 A |
| 170.0 | 12.73 M | 3.23 M | 0.11 C | 0.00 A |
| 165.0 | 19.70 M | 6.61 M | 0.20 A | 0.00 A |
| 160.0 | 32.08 M | 6.61 G | 0.07 C | 0.00 A |
| 153.3 | 44.80 M | 11.06 M | 0.16 A | 0.00 A |
| 146.7 | 68.45 M | 12.04 B | 0.04 K | 0.00 A |
| 140.0 | 90.11 M | 13.81 M | 0.14 A | 0.00 A |
| 133.3 | 118.06 M | 15.46 T | 0.04 L | 0.00 A |
| 126.7 | 140.30 M | 15.93 N | 0.14 A | 0.00 A |
| 120.0 | 167.61 M | 15.49 T | 0.04 B | 0.00 A |
| 113.3 | 189.25 M | 16.03 N | 0.18 A | 0.00 A |
| 106.7 | 214.72 M | 15.76 T | 0.04 K | 0.00 A |
| 100.0 | 236.05 M | 16.36 N | 0.13 A | 0.00 A |
| 90.0 | 265.99 M | 17.91 S | 0.11 E | 0.00 A |
| 80.0 | 297.51 M | 18.62 M | 0.11 A | 0.00 A |
| 70.0 | 332.07 M | 18.97 S | 0.06 E | 0.00 A |
| 60.0 | 363.00 M | 19.60 M | 0.08 A | 0.00 A |
| 50.0 | 396.36 M | 20.21 S | 0.06 A | 0.00 A |
| 40.0 | 427.09 M | 20.78 M | 0.08 A | 0.00 A |
| 30.0 | 459.75 M | 21.66 S | 0.05 A | 0.00 A |
| 20.0 | 490.45 M | 22.23 M | 0.01 A | 0.00 A |
| 10.0 | 522.89 M | 23.36 S | 0.06 A | 0.00 A |
| 0.0 | 553.64 M | 23.56 M | 0.00 A | 0.00 A |

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

| ELEV ft | LEGS | DIAG | HORIZ | BRACE |
|------------|----------|----------|---------|--------|
| 190.0 | ----- | ----- | -0.60 S | 0.00 A |
| 185.0 | -0.41 A | -0.85 A | -0.07 M | 0.00 A |
| 180.0 | -4.27 G | -2.84 G | 0.00 O | 0.00 A |
| 175.0 | -10.83 G | -2.87 T | -0.09 S | 0.00 A |
| 170.0 | -16.21 G | -3.39 G | -0.09 U | 0.00 A |
| 165.0 | -26.71 G | -6.82 G | -0.17 S | 0.00 A |
| 160.0 | -39.77 G | -6.46 B | -0.05 U | 0.00 A |
| 153.3 | -56.10 G | -11.45 G | -0.14 S | 0.00 A |
| | -82.74 G | -11.96 T | | |

125305A.txt

| | | | | | |
|-------|-----------|----------|--|---------|--------|
| 146.7 | ----- | | | -0.01 Q | 0.00 A |
| | -106.89 G | -14.25 G | | | |
| 140.0 | ----- | | | -0.12 S | 0.00 A |
| | -136.90 G | -16.03 B | | | |
| 133.3 | ----- | | | -0.02 T | 0.00 A |
| | -160.61 G | -15.57 G | | | |
| 126.7 | ----- | | | -0.12 S | 0.00 A |
| | -189.18 G | -15.97 B | | | |
| 120.0 | ----- | | | -0.02 T | 0.00 A |
| | -212.54 G | -15.95 G | | | |
| 113.3 | ----- | | | -0.16 S | 0.00 A |
| | -239.48 G | -16.19 B | | | |
| 106.7 | ----- | | | -0.02 Q | 0.00 A |
| | -262.66 G | -16.48 G | | | |
| 100.0 | ----- | | | -0.11 S | 0.00 A |
| | -294.64 G | -18.27 B | | | |
| 90.0 | ----- | | | -0.09 S | 0.00 A |
| | -329.09 G | -19.14 G | | | |
| 80.0 | ----- | | | -0.10 S | 0.00 A |
| | -366.63 G | -19.00 B | | | |
| 70.0 | ----- | | | -0.05 S | 0.00 A |
| | -401.12 G | -20.27 G | | | |
| 60.0 | ----- | | | -0.08 S | 0.00 A |
| | -437.96 G | -20.00 B | | | |
| 50.0 | ----- | | | -0.06 S | 0.00 A |
| | -472.47 G | -21.61 G | | | |
| 40.0 | ----- | | | -0.07 S | 0.00 A |
| | -509.04 G | -21.37 G | | | |
| 30.0 | ----- | | | -0.04 S | 0.00 A |
| | -544.08 G | -23.26 G | | | |
| 20.0 | ----- | | | -0.01 S | 0.00 A |
| | -580.83 G | -23.09 G | | | |
| 10.0 | ----- | | | -0.05 S | 0.00 A |
| | -616.03 G | -24.78 G | | | |
| 0.0 | ----- | | | 0.00 A | 0.00 A |

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

| -----LOAD-----COMPONENTS----- | | | | TOTAL |
|-------------------------------|----------|----------|-----------|---------|
| NORTH | EAST | DOWN | UPLIFT | SHEAR |
| 74.39 G | -59.33 C | 633.53 G | -568.97 M | 74.40 G |

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

| -----HORIZONTAL----- | | | DOWN | -----OVERTURNING----- | | | TORSION |
|----------------------|----------|---------|---------|-----------------------|-----------|-----------|---------|
| NORTH | EAST | TOTAL | | NORTH | EAST | TOTAL | |
| | | @ 0.0 | | | | @ 0.0 | |
| 126.7 G | -107.6 P | 126.7 G | 207.7 g | 13155.6 G | 11459.1 J | 13155.6 G | 82.3 X |

Latticed Tower Analysis (Unguyed)
Processed under license at:

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Sabre Towers and Poles

on: 28 jul 2015 at: 14:47:29

***** Service Load Condition *****

* Only 1 condition(s) shown in full
* Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

60 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 | 185.0 | 0.00 | 0.0 | 0.0 | 0.00 | 0.00 | 0.00 | 0.00 |
| C | 185.0 | 0.00 | 0.0 | 0.0 | 1.68 | 3.62 | 0.00 | 0.00 |
| C | 170.0 | 0.00 | 0.0 | 0.0 | 2.44 | 4.39 | 0.00 | 0.00 |
| C | 160.0 | 0.00 | 0.0 | 0.0 | 2.44 | 4.39 | 0.00 | 0.00 |
| C | 150.0 | 0.00 | 0.0 | 0.0 | 2.44 | 4.39 | 0.00 | 0.00 |
| D | 190.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.04 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.04 | 0.00 | 0.00 |
| D | 185.0 | 0.00 | 48.4 | 0.0 | 0.06 | 0.04 | 0.02 | 0.06 |
| D | 180.0 | 0.00 | 48.4 | 0.0 | 0.06 | 0.04 | 0.02 | 0.06 |
| D | 180.0 | 0.00 | 46.2 | 0.0 | 0.06 | 0.06 | 0.02 | 0.06 |
| D | 170.0 | 0.00 | 48.1 | 0.0 | 0.06 | 0.06 | 0.02 | 0.06 |
| D | 170.0 | 0.00 | 53.1 | 0.0 | 0.07 | 0.08 | 0.07 | 0.07 |
| D | 160.0 | 0.00 | 54.8 | 0.0 | 0.08 | 0.08 | 0.06 | 0.07 |
| D | 160.0 | 0.00 | 102.2 | 0.0 | 0.09 | 0.14 | 0.05 | 0.04 |
| D | 153.3 | 0.00 | 102.2 | 0.0 | 0.09 | 0.14 | 0.05 | 0.04 |
| D | 153.3 | 0.00 | 68.4 | 0.0 | 0.11 | 0.15 | 0.02 | 0.06 |
| D | 146.7 | 0.00 | 68.4 | 0.0 | 0.11 | 0.15 | 0.02 | 0.06 |
| D | 146.7 | 0.00 | 347.5 | 0.0 | 0.13 | 0.17 | 0.03 | 0.09 |
| D | 140.0 | 0.00 | 347.5 | 0.0 | 0.13 | 0.17 | 0.03 | 0.09 |
| D | 140.0 | 0.00 | 351.3 | 0.0 | 0.14 | 0.23 | 0.03 | 0.09 |
| D | 120.0 | 0.00 | 349.8 | 0.0 | 0.14 | 0.24 | 0.03 | 0.08 |
| D | 120.0 | 0.00 | 352.4 | 0.0 | 0.14 | 0.24 | 0.04 | 0.09 |
| D | 100.0 | 0.00 | 351.3 | 0.0 | 0.14 | 0.24 | 0.03 | 0.08 |
| D | 100.0 | 0.00 | 353.1 | 0.0 | 0.14 | 0.24 | 0.04 | 0.09 |
| D | 80.0 | 0.00 | 352.5 | 0.0 | 0.14 | 0.25 | 0.04 | 0.09 |
| D | 80.0 | 0.00 | 353.8 | 0.0 | 0.14 | 0.31 | 0.05 | 0.08 |
| D | 40.0 | 0.00 | 354.0 | 0.0 | 0.15 | 0.34 | 0.05 | 0.08 |
| D | 40.0 | 0.00 | 354.8 | 0.0 | 0.16 | 0.38 | 0.05 | 0.08 |
| D | 20.0 | 0.00 | 354.5 | 0.0 | 0.16 | 0.39 | 0.05 | 0.08 |
| D | 20.0 | 0.00 | 355.2 | 0.0 | 0.15 | 0.38 | 0.06 | 0.07 |
| D | 0.0 | 0.00 | 355.0 | 0.0 | 0.15 | 0.39 | 0.06 | 0.07 |

ANTENNA LOADING

| ANTENNA TYPE | ELEV ft | AZI | ATTACHMENT | | ANTENNA FORCES | | | |
|--------------|---------|-----|------------|-----|----------------|-----------|-------------|----------------|
| | | | RAD ft | AZI | AXIAL kip | SHEAR kip | GRAVITY kip | TORSION ft-kip |
| STD+R | 140.0 | 0.0 | 7.8 | 0.0 | 0.64 | 0.00 | 0.34 | 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 |

MAXIMUM MAST DISPLACEMENTS:

| ELEV ft | -----DEFLECTIONS (ft)----- | | | --TILTS (DEG)--- | | TWIST DEG |
|---------|----------------------------|----------|---------|------------------|----------|-----------|
| | NORTH | EAST | DOWN | NORTH | EAST | |
| 190.0 | 0.548 G | -0.491 D | 0.009 G | 0.299 G | -0.270 D | 0.026 L |
| 185.0 | 0.522 G | -0.467 D | 0.009 G | 0.299 G | -0.270 D | 0.026 L |
| 180.0 | 0.495 G | -0.443 D | 0.008 G | 0.298 G | -0.269 D | 0.025 L |
| 175.0 | 0.469 G | -0.419 D | 0.008 G | 0.296 G | -0.267 D | 0.024 L |
| 170.0 | 0.443 G | -0.396 D | 0.008 G | 0.292 G | -0.264 D | 0.023 L |
| 165.0 | 0.417 G | -0.372 D | 0.008 G | 0.286 G | -0.258 D | 0.022 L |
| 160.0 | 0.392 G | -0.349 D | 0.007 G | 0.278 G | -0.251 D | 0.021 L |
| 153.3 | 0.358 G | -0.319 D | 0.007 G | 0.269 G | -0.243 D | 0.020 L |
| 146.7 | 0.327 G | -0.291 D | 0.007 G | 0.256 G | -0.231 D | 0.019 L |
| 140.0 | 0.297 G | -0.264 D | 0.006 G | 0.240 G | -0.216 D | 0.018 L |
| 133.3 | 0.269 G | -0.239 D | 0.006 G | 0.229 G | -0.206 D | 0.018 L |

| 125305A.txt | | | | | | |
|-------------|-------|---|--------|---|-------|---|
| 126.7 | 0.242 | G | -0.214 | D | 0.005 | G |
| 120.0 | 0.217 | G | -0.192 | D | 0.005 | G |
| 113.3 | 0.193 | G | -0.170 | D | 0.005 | G |
| 106.7 | 0.171 | G | -0.151 | D | 0.005 | G |
| 100.0 | 0.150 | G | -0.132 | D | 0.004 | G |
| 90.0 | 0.122 | G | -0.107 | D | 0.004 | G |
| 80.0 | 0.097 | G | -0.085 | D | 0.003 | A |
| 70.0 | 0.077 | G | -0.067 | D | 0.003 | G |
| 60.0 | 0.058 | G | -0.050 | D | 0.003 | A |
| 50.0 | 0.042 | G | -0.037 | D | 0.002 | G |
| 40.0 | 0.029 | G | -0.025 | D | 0.002 | A |
| 30.0 | 0.019 | G | -0.016 | D | 0.001 | G |
| 20.0 | 0.010 | G | -0.009 | D | 0.001 | A |
| 10.0 | 0.003 | G | -0.003 | D | 0.000 | G |
| 0.0 | 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 |
| 140.0 | 0.0 | STD+R | 0.216 D | 0.018 F | -0.240 G | 0.217 D |

MAXIMUM TENSION IN MAST MEMBERS (kip)

| ELEV ft | LEGS | DIAG | HORIZ | BRACE |
|------------|----------|--------|--------|--------|
| 190.0 | ----- | ----- | 0.20 A | 0.00 A |
| 185.0 | 0.10 G | 0.23 G | 0.02 G | 0.00 A |
| 180.0 | 0.00 A | 0.77 A | 0.01 I | 0.00 A |
| 175.0 | 1.20 A | 0.87 G | 0.03 A | 0.00 A |
| 170.0 | 2.66 A | 0.92 A | 0.04 C | 0.00 A |
| 165.0 | 3.54 A | 1.89 A | 0.07 A | 0.00 A |
| 160.0 | 7.00 A | 1.93 G | 0.03 C | 0.00 A |
| 153.3 | 9.54 A | 3.13 A | 0.05 A | 0.00 A |
| 146.7 | 15.50 A | 3.50 B | 0.02 K | 0.00 A |
| 140.0 | 21.03 A | 3.92 A | 0.05 A | 0.00 A |
| 133.3 | 28.45 A | 4.44 H | 0.02 L | 0.00 A |
| 126.7 | 34.53 A | 4.56 B | 0.05 A | 0.00 A |
| 120.0 | 41.98 A | 4.44 H | 0.01 B | 0.00 A |
| 113.3 | 47.82 A | 4.59 B | 0.06 A | 0.00 A |
| 106.7 | 54.74 A | 4.51 H | 0.01 K | 0.00 A |
| 100.0 | 60.47 A | 4.69 B | 0.04 A | 0.00 A |
| 90.0 | 68.57 A | 5.10 G | 0.04 E | 0.00 A |
| 80.0 | 76.98 A | 5.29 A | 0.04 A | 0.00 A |
| 70.0 | 86.14 A | 5.38 G | 0.02 E | 0.00 A |
| 60.0 | 94.16 A | 5.55 A | 0.03 A | 0.00 A |
| 50.0 | 102.83 A | 5.71 G | 0.02 E | 0.00 A |
| 40.0 | 110.72 A | 5.86 A | 0.03 A | 0.00 A |
| 30.0 | 119.08 A | 6.10 G | 0.02 E | 0.00 A |
| 20.0 | 126.80 A | 6.25 A | 0.00 A | 0.00 A |
| 10.0 | 135.00 A | 6.57 G | 0.02 A | 0.00 A |
| 0.0 | 142.72 A | 6.61 A | 0.00 A | 0.00 A |

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

| ELEV ft | LEGS | DIAG | HORIZ | BRACE |
|------------|-----------|---------|---------|--------|
| 190.0 | -0.13 A | -0.26 A | -0.17 G | 0.00 A |
| 185.0 | -2.08 G | -0.86 G | -0.02 A | 0.00 A |
| 180.0 | -4.10 G | -0.83 H | 0.00 A | 0.00 A |
| 175.0 | -5.70 G | -1.00 G | -0.02 G | 0.00 A |
| 170.0 | -9.78 G | -2.01 G | -0.02 I | 0.00 A |
| 165.0 | -13.72 G | -1.87 B | -0.04 G | 0.00 A |
| 160.0 | -19.47 G | -3.37 G | -0.01 I | 0.00 A |
| 153.3 | -27.97 G | -3.43 H | -0.03 G | 0.00 A |
| 146.7 | -35.55 G | -4.16 G | 0.00 A | 0.00 A |
| 140.0 | -44.76 G | -4.60 B | -0.03 G | 0.00 A |
| 133.3 | -51.86 G | -4.48 G | 0.00 H | 0.00 A |
| 126.7 | -60.41 G | -4.59 B | -0.03 G | 0.00 A |
| 120.0 | -67.45 G | -4.58 G | 0.00 H | 0.00 A |
| 113.3 | -75.52 G | -4.66 B | -0.04 G | 0.00 A |
| 106.7 | -82.51 G | -4.72 G | 0.00 E | 0.00 A |
| 100.0 | -92.10 G | -5.25 B | -0.03 G | 0.00 A |
| 90.0 | -102.48 G | -5.46 G | -0.02 G | 0.00 A |
| 80.0 | -113.79 G | -5.43 B | -0.02 G | 0.00 A |
| 70.0 | -124.29 G | -5.76 G | -0.01 G | 0.00 A |
| 60.0 | -135.46 G | -5.69 B | -0.02 G | 0.00 A |
| 50.0 | -145.95 G | -6.13 G | -0.01 G | 0.00 A |
| 40.0 | -157.09 G | -6.05 G | -0.02 G | 0.00 A |
| 30.0 | -167.84 G | -6.58 G | -0.01 G | 0.00 A |
| 20.0 | -179.06 G | -6.51 G | 0.00 G | 0.00 A |
| 10.0 | -189.81 G | -6.99 G | -0.01 G | 0.00 A |
| 0.0 | | | 0.00 A | 0.00 A |

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

| NORTH | LOAD EAST | COMPONENTS DOWN | UPLIFT | TOTAL SHEAR |
|---------|--------------|--------------------|-----------|----------------|
| 21.90 G | -17.56 C | 195.15 G | -146.57 A | 21.91 G |

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

| HORIZONTAL | | | DOWN | OVERTURNING | | | TORSION |
|------------|---------|----------------|--------|-------------|-----------|----------------|---------|
| NORTH | EAST | TOTAL @ 0.0 | | NORTH | EAST | TOTAL @ 0.0 | |
| 35.9 G | -30.5 D | 35.9 G | 64.7 G | 3757.9 G | -3285.8 D | 3757.9 G | 22.9 L |

125305A.txt

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MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 190' S3TL Series HD1
 Customer CENTRAL STATES TOWER
 Project Number 125305
 Date 7/28/2015
 Engineer BD

| | | | |
|---|----------|--|---------|
| Overall Loads: | | | |
| Factored Moment (ft-kips) | 13155.65 | Anchor Bolt Count (per leg) | 6 |
| Factored Axial (kips) | 207.74 | | |
| Factored Shear (kips) | 126.75 | | |
| Individual Leg Loads: | | | |
| Factored Uplift (kips) | 568.97 | Tower eccentric from mat (ft)= | 2 |
| Factored Download (kips) | 633.53 | | |
| Factored Shear (kips) | 74.40 | | |
| | | | |
| Width of Tower (ft) | 25 | Allowable Bearing Pressure (ksf) | 3.00 |
| Ultimate Bearing Pressure | 9.00 | Safety Factor | 3.00 |
| Bearing Φ s | 0.75 | | |
| | | | |
| Bearing Design Strength (ksf) | 6.75 | Max. Factored Net Bearing Pressure (ksf) | 6.10 |
| Water Table Below Grade (ft) | 999 | | |
| Width of Mat (ft) | 35 | Minimum Mat Width (ft) | 30.67 |
| Thickness of Mat (ft) | 1.75 | | |
| Depth to Bottom of Slab (ft) | 6.5 | | |
| Bolt Circle Diameter (in) | 18 | | |
| | | | |
| Top of Concrete to Top of Bottom Threads (in) | 65.5 | | |
| Diameter of Pier (ft) | 3 | Minimum Pier Diameter (ft) | 3.00 |
| Ht. of Pier Above Ground (ft) | 0.5 | Equivalent Square b (ft) | 2.66 |
| Ht. of Pier Below Ground (ft) | 4.75 | | |
| Quantity of Bars in Mat | 68 | | |
| Bar Diameter in Mat (in) | 1.128 | | |
| Area of Bars in Mat (in ²) | 67.95 | | |
| Spacing of Bars in Mat (in) | 6.16 | Recommended Spacing (in) | 6 to 12 |
| Quantity of Bars Pier | 16 | | |
| Bar Diameter in Pier (in) | 1 | | |
| Tie Bar Diameter in Pier (in) | 0.5 | | |
| Spacing of Ties (in) | 7 | | |
| Area of Bars in Pier (in ²) | 12.57 | Minimum Pier A _s (in ²) | 5.09 |
| Spacing of Bars in Pier (in) | 5.46 | Recommended Spacing (in) | 5 to 12 |
| 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 ³) | 83.52 | | |

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

| | | | |
|---|--------|--------------|-------|
| Average d (in) | 16.872 | | |
| ϕV_c (kips) | 639.2 | V_u (kips) | 609.0 |
| $\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}b_0d$ | 958.8 | | |
| $\phi V_c = \phi(\alpha_s d/b_0 + 2)f'_c{}^{1/2}b_0d$ | 968.9 | | |
| $\phi V_c = \phi 4f'_c{}^{1/2}b_0d$ | 639.2 | | |
| Shear perimeter, b_0 (in) | 166.10 | | |
| β_c | 1 | | |

Stability:

| | | | |
|------------------------------------|---------|------------------------------------|---------|
| Overturning Design Strength (ft-k) | 16965.1 | Factored Overturning Moment (ft-k) | 14042.9 |
|------------------------------------|---------|------------------------------------|---------|

One-Way Shear:

| | | | |
|---|-------|---|-------|
| ϕV_c (kips) | 808.1 | V_u (kips) | 716.5 |
| Pier Design: | | | |
| Design Tensile Strength (kips) | 678.6 | T_u (kips) | 569.0 |
| ϕV_n (kips) | 82.4 | V_u (kips) | 74.4 |
| $\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_wd$ | 0.0 | | |
| V_s (kips) | 96.9 | *** $V_s \text{ max} = 4 f'_c{}^{1/2}b_wd$ (kips) | 278.2 |
| Maximum Spacing (in) | 13.01 | (Only if Shear Ties are Required) | |
| Actual Hook Development (in) | 15.74 | Req'd Hook Development l_{dh} (in) | 12.52 |

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

| | | | |
|---|-------|-------------------------------------|-------|
| $\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$ | 153.6 | P_u (kips) | 569.0 |
| Pier Rebar Development Length (in) | 57.50 | Required Length of Development (in) | 37.50 |

Flexure in Slab:

| | | | |
|----------------------------------|---------|----------------------------------|--------|
| ϕM_n (ft-kips) | 4771.3 | M_u (ft-kips) | 4750.0 |
| a (in) | 2.54 | | |
| Steel Ratio | 0.00959 | | |
| β_1 | 0.825 | | |
| Maximum Steel Ratio (ρ_t) | 0.0197 | | |
| Minimum Steel Ratio | 0.0018 | | |
| Rebar Development in Pad (in) | 112.35 | Required Development in Pad (in) | 21.54 |

| 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 |

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 190' S3TL Series HD1
 Customer Name CENTRAL STATES TOWER
 Job Number 125305
 Date 7/28/2015
 Engineer BD

| | | | |
|---|--------------------------|--|------|
| Factored Uplift (kips) | 568.97 | Anchor Bolt Count (per leg) | 6 |
| Factored Download (kips) | 633.53 | | |
| Factored Shear (kips) | 74.4 | | |
| Ultimate Bearing Pressure | 60 | | |
| Bearing Φ s | 0.75 | | |
| Bearing Design Strength (ksf) | 45 | | |
| Water Table Below Grade (ft) | 999 | | |
| Bolt Circle Diameter (in) | 18 | | |
| Top of Concrete to Top of Bottom Threads (in) | 65.5 | | |
| Pier Diameter (ft) | 3 | Minimum Pier Diameter (ft) | 3.00 |
| Ht. Above Ground (ft) | 0.5 | | |
| Pier Length Below Ground (ft) | 24 | | |
| Quantity of Bars | 14 | | |
| Bar Diameter (in) | 1.41 | | |
| Tie Bar Diameter (in) | 0.5 | | |
| Spacing of Ties (in) | 7 | | |
| Area of Bars (in ²) | 21.86 | Minimum Area of Steel (in ²) | 5.09 |
| Spacing of Bars (in) | 6.19 | | |
| f'c (ksi) | 4.5 | | |
| fy (ksi) | 60 | | |
| Unit Wt. of Concrete (kcf) | 0.15 | | |
| Download Friction Φ s | 0.75 | | |
| Uplift Friction Φ s | 0.75 | | |
| Volume of Concrete (yd ³) | 6.41 | | |
| Skin Friction Factor for Uplift | 1 | Length to Ignore Download (ft) | 0 |
| Ignore Bottom Length in Download? | <input type="checkbox"/> | | |

| Depth at Bottom of Layer (ft) | Ult. Skin Friction (ksf) | (Ult. Skin Friction)*(Uplift Factor) | γ (kcf) |
|-------------------------------|--------------------------|--------------------------------------|----------------|
| 5 | 0.00 | 0.00 | 0.11 |
| 17 | 1.00 | 0.00 | 0.12 |
| 27 | 21.60 | 21.60 | 0.15 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |
| 0 | 0.00 | 0.00 | 0 |

Download:

| | | | |
|--|--------|------------------------------|-------|
| Factored Net Weight of Concrete (kips) | 0.6 | | |
| Bearing Design Strength (kips) | 318.1 | | |
| Skin Friction Design Strength (kips) | 1153.6 | | |
| Download Design Strength (kips) | 1471.7 | Factored Net Download (kips) | 634.2 |

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Uplift:

| | | | |
|---|--------|------------------------|-------|
| Nominal Skin Friction (kips) | 1425.0 | | |
| Wc, Weight of Concrete (kips) | 26.0 | | |
| W _R , Soil Resistance (kips) | 744.5 | | |
| Φ _s W _r +0.9W _c (kips) | 581.8 | | |
| Uplift Design Strength (kips) | 581.8 | Factored Uplift (kips) | 569.0 |

Pier Design:

| | | | |
|---|--------|---|-------|
| Design Tensile Strength (kips) | 1180.5 | T _u (kips) | 569.0 |
| φV _n (kips) | 82.4 | V _u (kips) | 74.4 |
| φV _c =φ2(1+N _u /(500A _g))f' _c ^{1/2} b _w d (kips) | 0.0 | | |
| V _s (kips) | 96.9 | *** 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) | |
| | | *** Ref. ACI 11.5.5 & 11.5.6.3 | |

Anchor Bolt Pull-Out:

| | | | |
|--|-------|-------------------------------------|-------|
| φP _c =φλ(2/3)f' _c ^{1/2} (2.8A _{SLOPE} + 4A _{FLAT}) | 153.6 | P _u (kips) | 569.0 |
| Rebar Development Length (in) | 57.71 | Required Length of Development (in) | 30.39 |

| Condition | 1 is OK, 0 Fails |
|----------------------------------|------------------|
| Download | 1 |
| Uplift | 1 |
| Area of Steel | 1 |
| Shear | 1 |
| Anchor Bolt Pull-Out | 1 |
| Interaction Diagram Visual Check | 1 |

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

- Search for the utility of interest by using any single or combination of criteria.
- Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

| Utility ID | Utility Name | Address/City/Contact | Utility Type | Status |
|--|--------------|----------------------|--------------|----------|
| | | | | Active ▼ |
| <input type="text"/> <input type="button" value="Search"/> | | | | |

| | Utility ID | Utility Name | Utility Type | Class | City | State |
|-------------------------------------|------------|---|--------------|-------|-----------------|-------|
| <input type="button" value="View"/> | 4107900 | 365 Wireless, LLC | Cellular | D | Atlanta | GA |
| <input type="button" value="View"/> | 4109300 | Access Point, Inc. | Cellular | D | Cary | NC |
| <input type="button" value="View"/> | 4108300 | Air Voice Wireless, LLC | Cellular | D | Bloomfield Hill | MI |
| <input type="button" value="View"/> | 44451184 | Alltel Communications, LLC | Cellular | A | Basking Ridge | NJ |
| <input type="button" value="View"/> | 4107800 | American Broadband and Telecommunications Company | Cellular | D | Toledo | OH |
| <input type="button" value="View"/> | 4108650 | AmeriMex Communications Corp. | Cellular | B | Roswell | GA |
| <input type="button" value="View"/> | 4105100 | AmeriVision Communications, Inc. d/b/a Affinity 4 | Cellular | D | Norfolk | VA |
| <input type="button" value="View"/> | 4107400 | Bandwidth.com, Inc. | Cellular | B | Raleigh | NC |
| <input type="button" value="View"/> | 4108600 | BCN Telecom, Inc. | Cellular | D | Morristown | NJ |
| <input type="button" value="View"/> | 4108750 | Blue Jay Wireless, LLC | Cellular | D | Addison | TX |
| <input type="button" value="View"/> | 4202300 | Bluegrass Wireless, LLC | Cellular | A | Elizabethtown | KY |
| <input type="button" value="View"/> | 4107600 | Boomerang Wireless, LLC | Cellular | D | Hiawatha | IA |
| <input type="button" value="View"/> | 4105600 | Budget PrePay, Inc. dba Budget Mobile | Cellular | A | Bossier City | LA |
| <input type="button" value="View"/> | 4105500 | BullsEye Telecom, Inc. | Cellular | D | Southfield | MI |
| <input type="button" value="View"/> | 4108950 | BYO Wireless, LLC | Cellular | D | Bossier City | LA |
| <input type="button" value="View"/> | 4100700 | Cellco Partnership dba Verizon Wireless | Cellular | A | Basking Ridge | NJ |
| <input type="button" value="View"/> | 4106600 | Cintex Wireless, LLC | Cellular | D | Rockville | MD |
| <input type="button" value="View"/> | 4101900 | Consumer Cellular, | Cellular | A | Portland | OR |

| | | Incorporated | | | | |
|----------------------|----------|--|----------|---|-------------------|----|
| View | 4104900 | Credit Union Wireless, LLC | Cellular | D | Salem | OR |
| View | 4106400 | Credo Mobile, Inc. | Cellular | A | San Francisco | CA |
| View | 4201000 | Cricket Communications, LLC | Cellular | A | Atlanta | GA |
| View | 4108850 | Cricket Wireless, LLC | Cellular | D | Alpharetta | GA |
| View | 4001900 | CTC Communications Corp. d/b/a EarthLink Business I | Cellular | D | Marlborough | MA |
| View | 10640 | Cumberland Cellular Partnership | Cellular | A | Elizabethtown | KY |
| View | 4109250 | Defense Mobile Corporation | Cellular | D | Westport | CT |
| View | 4101000 | East Kentucky Network, LLC dba Appalachian Wireless | Cellular | A | Ivel | KY |
| View | 4002300 | Easy Telephone Service Company dba Easy Wireless | Cellular | D | Ocala | FL |
| View | 4109500 | Enhanced Communications Group, LLC | Cellular | D | Bartlesville | OK |
| View | 4109050 | EOS Mobile Holdings, LLC | Cellular | D | Southlake | TX |
| View | 4104700 | Ernest Communications, Inc. | Cellular | D | Norcross | GA |
| View | 4105900 | Flash Wireless, LLC | Cellular | D | Concord | NC |
| View | 4107100 | Flatel Wireless, Inc dba Zing PCS | Cellular | D | Royal Palm Bch | FL |
| View | 4104800 | France Telecom Corporate Solutions L.L.C. | Cellular | D | Oak Hill | VA |
| View | 4109350 | Global Connection Inc. of America | Cellular | D | Norcross | GA |
| View | 4102200 | Globalstar USA, LLC | Cellular | B | Covington | LA |
| View | 4109600 | Google North America Inc. | Cellular | C | Mountain View | CA |
| View | 33350363 | Granite Telecommunications, LLC | Cellular | D | Quincy | MA |
| View | 4106000 | GreatCall, Inc. d/b/a Jitterbug | Cellular | A | San Diego | CA |
| View | 10630 | GTE Wireless of the Midwest dba Verizon Wireless | Cellular | A | Basking Ridge | NJ |
| View | 4103100 | i-Wireless, LLC | Cellular | A | Newport | KY |
| View | 4109800 | IM Telecom, LLC d/b/a Infiniti Mobile | Cellular | C | Tulsa | OK |
| View | 22215360 | KDDI America, Inc. | Cellular | C | New York | NY |
| View | 10872 | Kentucky RSA #1 Partnership | Cellular | A | Basking Ridge | NJ |
| View | 10680 | Kentucky RSA #3 Cellular General | Cellular | A | Elizabethtown | KY |
| View | 10681 | Kentucky RSA #4 Cellular General | Cellular | A | Elizabethtown | KY |
| View | 4109750 | Konatel, Inc. dba telecom.mobi | Cellular | C | Johnstown | PA |
| View | 4107300 | Lycamobile USA, Inc. | Cellular | D | Newark | NJ |
| View | 4108100 | MCC Telephony of the South, LLC | Cellular | D | Mediacom Park | NY |
| View | 4108800 | MetroPCS Michigan, LLC | Cellular | A | Richardson | TX |
| View | 4109650 | Mitel Cloud Services, Inc. | Cellular | C | Mesa | AZ |

| | | | | | | |
|----------------------|----------|---|----------|---|----------------|----|
| View | 4109400 | NetZero Wireless, Inc. | Cellular | D | Woodland Hills | CA |
| View | 4202400 | New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS | Cellular | A | San Antonio | TX |
| View | 10900 | New Par dba Verizon Wireless | Cellular | A | Basking Ridge | NJ |
| View | 4000800 | Nextel West Corporation | Cellular | A | Overland Park | KS |
| View | 4104500 | Nexus Communications, Inc. | Cellular | D | Columbus | OH |
| View | 4001300 | NPCR, Inc. dba Nextel Partners | Cellular | A | Overland Park | KS |
| View | 4001800 | OnStar, LLC | Cellular | A | Detroit | MI |
| View | 4109450 | Pix Wireless, LLC | Cellular | D | Boca Raton | FL |
| View | 4109850 | PLATINUMTEL COMMUNICATIONS, LLC d/b/a Care Wireless | Cellular | C | Justice | IL |
| View | 33351182 | PNG Telecommunications, Inc. dba PowerNet Global Communications | Cellular | D | Cincinnati | OH |
| View | 4202100 | Powertel/Memphis, Inc. dba T-Mobile | Cellular | A | Bellevue | WA |
| View | 4107700 | Puretalk Holdings, LLC | Cellular | A | Covington | GA |
| View | 4106700 | Q Link Wireless, LLC | Cellular | A | Dania | FL |
| View | 4108700 | Ready Wireless, LLC | Cellular | C | Hiawatha | IA |
| View | 4106200 | Rural Cellular Corporation | Cellular | A | Basking Ridge | NJ |
| View | 4108550 | Sage Telecom Communications, LLC | Cellular | D | Dallas | TX |
| View | 4109150 | SelecTel, Inc. d/b/a SelecTel Wireless | Cellular | D | Freemont | NE |
| View | 4106300 | SI Wireless, LLC | Cellular | A | Carbondale | IL |
| View | 4109100 | Solavei, LLC | Cellular | C | Bellevue | WA |
| View | 4200100 | Sprint Spectrum, L.P. | Cellular | A | Atlanta | GA |
| View | 4200500 | SprintCom, Inc. | Cellular | A | Atlanta | GA |
| View | 4109550 | Stream Communications, LLC | Cellular | C | Dallas | TX |
| View | 4202200 | T-Mobile Central, LLC dba T-Mobile | Cellular | A | Bellevue | WA |
| View | 4002500 | TAG Mobile, LLC | Cellular | D | Carrollton | TX |
| View | 4109700 | Telecom Management, Inc. dba Pioneer Telephone | Cellular | C | South Portland | ME |
| View | 4107200 | Telefonica USA, Inc. | Cellular | D | Miami | FL |
| View | 4108900 | Telrite Corporation dba Life Wireless | Cellular | D | Covington | GA |
| View | 4108450 | Tempo Telecom, LLC | Cellular | D | Kansas City | MO |
| View | 4109000 | Ting, Inc. | Cellular | B | Toronto | ON |
| View | 4103900 | Total Call Mobile, Inc. | Cellular | A | Gardena | CA |
| View | 4103300 | Touchtone Communications, Inc. | Cellular | D | Whippany | NJ |

| | | | | | | |
|----------------------|----------|--|----------|---|------------|----|
| View | 4104200 | TracFone Wireless, Inc. | Cellular | D | Miami | FL |
| View | 4002000 | Truphone, Inc. | Cellular | D | Durham | NC |
| View | 4105700 | Virgin Mobile USA, L.P. | Cellular | A | Atlanta | GA |
| View | 4104100 | WDT Wireless Telecommunications, Inc. | Cellular | D | Dallas | TX |
| View | 22251693 | WDT World Discount Telecommunications Co. | Cellular | D | Dallas | TX |
| View | 4200600 | West Virginia PCS Alliance, L.C. | Cellular | A | Waynesboro | VA |
| View | 4106500 | WiMacTel, Inc. | Cellular | D | Omaha | NE |

EXHIBIT E
CO-LOCATION REPORT

craig | and | associates

7603 Blue Wing Drive
Louisville, Kentucky 40258

8/18/2015

Kentucky Public Service Commission
c/o: Jeff R. Derouen, Executive Director
P.O. Box 615
Frankfort, KY 40602

RE: Alternate Site Analysis Report
Uniform Application for a Communications Facility
Applicant: Central State Tower, III, LLC & Cellco Partnership d/b/a Verizon Wireless
Site Location: Trimble County, KY
Site Name: LV Coopers Bottom Road

Dear Commissioners:

This report is provided to explain the site development process used by the Applicants to identify the site selected for the new wireless communications facility proposed in the accompanying Uniform Application.

Central States Tower III, LLC and Verizon Wireless Site Development Process

Step 1: Problem Identification. Verizon Wireless radio frequency engineers first identified a growing coverage and/or capacity gap in Trimble County, west of the city of Milton.

Step 2: Search Area. To help guide the site development team's task of identifying a suitable location for a new wireless communications facility site, Verizon Wireless' radio frequency engineers identified the geographic area where the antenna site must be located in order to close the gap and issued a map (called a Search Area) that identified the general area in which a new site must be located. In this instance, the area is comprised of small farms with sparse residences. The area's topography includes rolling hills located near the Ohio River. A photograph of the search area is included below.



Step 3: Co-location Review. The site development team first reviewed the area within the Search Area for a suitable tall structure for co-location. An existing tower is located within the search area approximately 0.15 miles northeast of the proposed tower. The Applicants explored co-location on this tower. Co-location was ultimately not viable because the existing tower could not adequately support the proposed antenna placement. There were no other existing towers within the search area.

Step 4: Review of the Area's Zoning Classification. Once the site development team determined that there are no available existing tall structures which are technically feasible and suitable for co-location, the team next reviewed local zoning requirements to identify parcels located within the search area that might be suitable from a land use perspective to host an antenna site. In this case, Trimble County does not have planning and zoning regulations. In the absence of specific regulations, the Applicants attempted to identify parcels appropriate for tower placement based on general land use principles. Specifically, the Applicants attempted to find parcels with ample ground space for tower placement located at a distance from dense residential developments.

Step 5: Preliminary Inspection and Assessment of Suitable Parcels. Once suitable parcels are identified, the site development team visits the parcels and performs a preliminary inspection. The purpose of the preliminary inspection is: (1) to confirm the availability of sufficient land space for the proposed facility; (2) to identify a specific location

for the facility on the parcel; (3) to identify any recognized environmental conditions that would disqualify the parcel from consideration; (4) to identify any construction issues that would disqualify the candidate; and, (5) to assess the potential impact of the facility on neighboring properties.

In this case, two rawland candidates were identified. Marshall and LaRaina Shelton own 69+/- acres within the designated search area and offered to lease ground space to the Applicants. In addition to the proposed site, the Shelton parcel was submitted to Verizon Wireless Radio Frequency Engineers for review. The Shelton parcel is narrow and would require construction of an irregularly-shaped ground compound. With regard to compatibility with nearby land uses, tower placement on the proposed site parcel was preferable. The Shelton parcel contains less natural screening and, because of its narrow shape near the area offered for tower location, is closer to adjoining parcels.

The proposed site location is surrounded by dense natural vegetation, which offers ample screening from surrounding properties. Further, the tower is proposed for placement over 100' from the nearest property line and over 500' from the nearest residence.

Step 6: Candidate Evaluation and Selection. After the preliminary site assessments were performed, the site development team ranked the candidates based on compliance with zoning regulations, the availability of ground space, topography, applicable environmental conditions, construction feasibility and the potential impact of the facility on neighboring properties. In this case, the proposed site parcel was selected as the preferred location following a review by Verizon Wireless Radio Frequency Engineers.

Step 7: Leasing and Due Diligence. Once a suitable candidate was selected, lease negotiations were commenced and site due diligence steps were performed, as described below.

Leasehold Due Diligence:

- A Title Report was obtained and reviewed to ensure that there are no limitations on the landowner's capacity to lease and to address any title issues.
- A site survey was obtained to identify the location of parcel features, boundaries, easements and other encumbrances revealed by the title search.
- Review of environmental conditions.

Engineering Due Diligence:

- Utility access identified.
- Grounding plan designed.
- Geotechnical soil analysis performed to determine foundation requirements.
- Foundations designed to meet the Kentucky Building Code lateral and subjacent support requirements.
- Site plan developed.

Federal Regulatory Due Diligence

- Federal Aviation Administration ("FAA")
- Federal Communication Commission ("FCC")

Step 8: Application. Once a lease was obtained and all site due diligence was completed, Central State Towers III, LLC and Verizon Wireless prepared and filed the accompanying uniform application to construct, maintain and operate a communications facility.

Conclusion

Applicants' site identification and selection process aims to identify the least intrusive of all the available and technically feasible parcels in a service need area. In this case, the proposed site parcel was identified as the preferred candidate by Verizon Wireless Radio Frequency Engineers. Further, the proposed site parcel is well removed from residential uses and will be well screened from surrounding properties.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Rhodes". The signature is written in a cursive style.

Debbie Rhodes
Debbie Rhodes, Site Acquisition Manager, Craig and Associates
7603 Blue Wing Drive
Louisville, KY 40258
502-049-7076

EXHIBIT F
FAA



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 2601 Meacham Boulevard
 Fort Worth, TX 76193

Aeronautical Study No.
 2015-ASO-1919-OE

Issued Date: 04/02/2015

Brian Meier
 Central States Tower III
 323 S. Hale Street
 Suite 100
 Wheaton, IL 60187

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower KY-00-4065 LV Coopers Bottom Road
 Location: Madison, KY
 Latitude: 38-43-42.05N NAD 83
 Longitude: 85-24-16.68W
 Heights: 858 feet site elevation (SE)
 195 feet above ground level (AGL)
 1053 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 10/02/2016 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2015-ASO-1919-OE.

Signature Control No: 243640302-247923479

(DNE)

Angelique Eersteling
Technician

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2015-ASO-1919-OE

| LOW FREQUENCY | HIGH FREQUENCY | FREQUENCY UNIT | ERP | 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 |

EXHIBIT G
KENTUCKY AIRPORT ZONING COMMISSION

Aaron Roof

From: Karen Stoner <karens@centralstatestower.com>
Sent: Monday, August 10, 2015 3:57 PM
To: 'Aaron Roof'
Subject: LV Coopers bottom Rd KAZC Response

Follow Up Flag: Follow up
Flag Status: Completed

Aaron,

Please see KAZC response, below.

Thanks,

Karen

Karen Stoner | Central States Tower III, LLC
N3054 Fumee Lake Drive, Iron Mountain, MI 49801
karens@centralstatestower.com
Office: 906.774.5839 | Cel: 906.396.9622

From: Yuri Dobrowolsky [mailto:Yurid@centralstatestower.com]
Sent: Monday, August 10, 2015 2:39 PM
To: 'Karen Stoner'
Subject: LV Coopers bottom Rd KAZC Response

Yuri Dobrowolsky
C 847.226.5532

From: Ron Lageson [mailto:ron.lageson@wacorp.net]
Sent: Thursday, February 19, 2015 12:32 PM
To: Yuri Dobrowolsky
Subject: Fw: Central States Towers III, LLC Proposed tower

Yuri,

Attached is the response from the KAZC with regards to site KY-00-4065 LV Coopers Bottom Road.

thanks,

rwl

----- Original Message -----

From: Houlihan, John (KYTC)
To: Ron Lageson
Sent: Thursday, February 19, 2015 9:28 AM
Subject: RE: Central States Towers III, LLC Proposed tower

The above subject does not require a permit from the KAZC.

Aeronautical Study Result

The structure is not in KAZC's jurisdiction and does not require a permit.

Structure's Coordinates: 38°43'42.05"N, 85°24'16.68"W

Structure's Height :195ft

User-submitted ground elevation is 858 ft.

DEM's ground elevation is 857.35 ft

The structure(s) does not exceed any of the following criteria:

602 KAR 50:030. Jurisdiction of the Kentucky Airport Zoning Commission.

RELATES TO: KRS 183.861, 183.865, 183.867, 183.870

STATUTORY AUTHORITY: KRS 183.861

NECESSITY, FUNCTION, AND CONFORMITY: KRS 183.867 specifies that the commission has jurisdiction over zoning for all public use and military airports. This administrative regulation defines the areas over which the Kentucky Airport Zoning Commission has jurisdiction for the purpose of zoning in accordance with KRS Chapter 183 and specifics when the owner or person who has control over a structure which encroaches on the jurisdiction of the Kentucky Airport Zoning Commission shall apply for a permit.

Section 1. The commission has zoning jurisdiction over that airspace over and around the public use and military airports within the Commonwealth which lies above the imaginary surface that extends outward and upward at one (1) of the following slopes:

(1) 100 to one (1) for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each public use and military airport with at least one (1) runway 3,200 feet or more in length; or

(2) Fifty (50) to one (1) for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each public use and military airport with its longest runway less than 3,200 feet in actual length.

Section 2. The commission has zoning jurisdiction over the use of land and structures within public use airports within the state.

Section 3. The commission has jurisdiction from the ground upward within the limits of the primary and approach surfaces of each public use and military airport as depicted on Airport Zoning Maps approved by the Kentucky Airport Zoning Commission.

Section 4. The commission has jurisdiction over the airspace of the Commonwealth that exceeds 200 feet in height above ground level.

Section 5. The owner or person who has control over a structure which penetrates or will penetrate the airspace over which the commission has jurisdiction shall apply for a permit from the commission in accordance with 602 KAR 50:090. (KAV-9-1; 1 Ky.R. 807; eff. 5-14-75; Am. 2 Ky.R. 306; eff. 3-10-76; 5 Ky.R. 599; eff. 3-7-79; 10 Ky.R. 445; eff. 1-4-84; 14 Ky.R. 267; eff. 9-10-87; 19 Ky.R. 800; eff. 11-4-92; 27 Ky.R. 2228; 2774; eff. 4-9-2001.)

Please keep this email for your records. Thank you.

Kentucky Airport Zoning Commission (KAZC)

John Houlihan, Administrator

90 Airport Road, Building 400

Frankfort, KY 40601

Direct Line 502-564-0310, Cell 502-330-3955, Office 502-564-4480, Fax 502-564-7953

KAZC webpage: <http://transportation.ky.gov/Aviation/Pages/Zoning-Commission.aspx>

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From: Ron Lageson [<mailto:ron.lageson@wacorp.net>]

Sent: Thursday, February 19, 2015 10:04 AM

To: Houlihan, John (KYTC)

Subject: Central States Towers III, LLC Proposed tower

John,

Please see the attached documents for the Central States Tower III Proposed 195 ft AGL tower, near Madison, KY, I am attaching copies of the FAA 7460-1, a certified survey and 7.5' Quad map. The study was assigned 2015-ASO-1919-OE by the FAA.

thank you,

Ron W. Lageson, Jr
Wireless Applications Corporation
Regulatory Services Manager
(425) 643-5000 (O)

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2015.0.5645 / Virus Database: 4284/9145 - Release Date: 02/19/15

EXHIBIT H
GEO TECHNICAL REPORT

**SUBSURFACE INVESTIGATION &
GEOTECHNICAL RECOMMENDATIONS**

**LV COOPERS BOTTOM RD
(CST IN-00-4065)
MILTON KENTUCKY
A&W PROJECT NO: 15IN0334**

**PREPARED FOR:
GPD GROUP
INDIANAPOLIS, INDIANA**

**PREPARED BY:
ALT & WITZIG ENGINEERING, INC.
GEOTECHNICAL DIVISION**

JUNE 10, 2015



Alt & Witzig Engineering, Inc.

4105 West 99th Street • Carmel, Indiana 46032
(317) 875-7000 • Fax (317) 876-3705

June 10, 2015

GPD Group
8275 Allison Pointe Trail, Suite 220
Indianapolis, Indiana 46250
ATTN: Ms. Traci Preble

Report of Subsurface Investigation & Geotechnical Recommendations

RE: LV Coopers Bottom Rd
Milton Kentucky
Alt & Witzig File: 15IN0334

Dear Ms. Preble:

In compliance with your request, we have completed a subsurface investigation and geotechnical evaluation for the above referenced project. It is our pleasure to transmit herewith one (1) electronic copy of our report.

The purpose of this subsurface investigation was to determine the various soils profile components and the engineering characteristics of the materials encountered in order to provide information to be used for preparing a foundation for the proposed cellular tower and equipment building.

Project Description

It is anticipated that a new 195 foot tall self-support tower with a four (4) foot lighting rod will be constructed at this site. A prefabricated equipment building will also be constructed at this site.

The site is located on Race Track Road in Milton Kentucky at coordinates of 38° 43' 42.05" N and 85° 24' 16.68" W (*Exhibit 1*). The site may be located using the Madison West, Indiana 7½ minute topographic map in Township 3 North, and Range 10 East.

Based upon the project plans provided by GPD to Alt & Witzig Engineering, the ground surface elevation at the tower center is taken to be 858.0' AMSL. All depths referred to in this report and on the *Boring Logs* are referenced from the existing ground surface.

As illustrated in *Exhibit 2*, the site was heavily wooded prior to tree clearing activities. The large trees had been cut down prior to the arrival of our field personnel in order to facilitate access with a truck mounted drilling rig. However, it must be noted that upon our arrival to the site significant undergrowth and large tree stumps were still present. These obstructions greatly impeded the progress of our truck mounted equipment. As such, boring B-2 (equipment building) was not accessible for our truck mounted drilling rig and this boring was omitted from the boring program.

Offices:

Cincinnati • Dayton, Ohio
Indianapolis • Evansville • Fort Wayne • Lafayette • South Bend • Terre Haute, Indiana

***Subsurface Investigation and Foundation Engineering
Construction Materials Testing and Inspection
Environmental Services***



Field Methods

The field investigation included a reconnaissance of the project site, performing one (1) soil boring (B-1) for the proposed tower, performing standard penetration tests, and obtaining soil samples retained in the standard split-spoon sampler. The apparent groundwater level at the boring location was also determined.

The soil boring was performed with a truck-mounted drilling rig equipped with a rotary head. Conventional hollow-stem augers were used to advance the holes. Representative samples of the soil were obtained employing split-spoon sampling procedures in accordance with ASTM Procedure D-1586. The advancement of the borings was temporarily stopped at regular intervals in order to perform standard penetration tests in accordance with ASTM Procedure D-1586. The standard penetration test involves driving a split spoon soil sampler into the ground by dropping a 140-pound hammer, thirty (30) inches. The number of hammer drops required to advance the split-spoon sampler one (1) foot into the soil is defined as the standard penetration value. The soil samples retained in the split-spoon sampling device as a result of the penetration tests were obtained, classified, and labeled for further laboratory investigation.

At locations where rock was encountered prior to the proposed boring depth, samples of the bedrock materials were obtained using rock coring procedures in general accordance with ASTM D-2113. The equipment used to obtain the cores was a conventional "NQ2" double tube core barrel system with a diamond cutting bit. Rock cores were completed in 5-foot runs. Recovered cores were measured in order to determine the recovery and the rock quality designation (RQD) in accordance with ASTM D-6032. The rock cores were field classified and placed in rock core boxes for transport to our geotechnical laboratory for further analysis.

Laboratory Investigation

A laboratory investigation was conducted to ascertain additional pertinent engineering characteristics of the subsurface materials at the site of the proposed tower. All phases of the laboratory investigation were conducted in general accordance with applicable ASTM Specifications. The laboratory testing program included:

- Visual classification of soils.
- Moisture content determination in accordance with ASTM D-2216.
- Samples of the cohesive soil were frequently tested in unconfined compression by use of a calibrated spring testing machine.
- A pocket penetrometer was used as an aid in determining the strength of the soil.

The values of the unconfined compressive strength as determined on soil samples from the split-spoon sampling must be considered approximate recognizing the manner in which they were obtained since the split-spoon sampling techniques provide a representative but somewhat disturbed soil sample.

Site Specific Subsurface Conditions

As previously mentioned, tree clearing was performed across the site prior to the arrival of our field personnel. As a result of the clearing activities, the boring did not encounter a discernible topsoil layer. Medium stiff clays were encountered from the existing ground surface to the auger refusal depth of 17 feet (Elev. 841 feet). Rock coring activities commenced upon auger refusal and extended to a depth of 27 feet (Elev. 831 feet). In general, the rock yielded RQDs ranging from 65% to 68% correlating to “fair” quality. The recovered rock cores consist of moderately fractured limestone (*Exhibit 3*).

Exhibit 3: Rock Core Photograph



Detailed soil descriptions at the boring location have been included on the *Boring Logs* in the Appendix of this report.

Groundwater

Water level observations made during and upon completion of drilling operations indicated dry conditions. These measurements are noted on the *Boring Logs* presented herewith. The exact location at which water is encountered should be anticipated to fluctuate somewhat depending upon normal seasonal variations in precipitation and surface runoff.

It should be noted that the groundwater level measurement recorded on the individual *Boring Logs* in the Appendix of this report is accurate for the specific date on which the measurements was performed. It must be understood that the groundwater level will fluctuate throughout the year. The *Boring Logs* does not indicate these fluctuations.



Geotechnical Recommendations

Tower Foundation Recommendations

Information provided by GPD Group indicates that the proposed 195 foot self support cell tower will be constructed in the general vicinity of soil boring B-1. An equipment building will also be constructed at the site. Our experience with this type of structure indicates that the structural loads of the tower will be supported by an extended mat foundation or a caisson system and the buildings will be supported by conventional spread footings and continuous wall footings. It is recommended that a representative of Alt & Witzig Engineering, Inc. be on-site to monitor the excavation and inspect the base of the tower foundation.

Extended Footing or Extended Mat Foundation

If spread footings are desired, they should be founded at a minimum depth of four (4) feet below existing grade. The soil parameters presented in *Table 1* may be utilized for the design of a shallow foundation.

Table 1: Shallow Foundation Soil Parameters

| Soil Description | Depth Below Existing Grade (feet) | Allowable Bearing Pressure (psf) FS=3 | Unit Weight (pcf) | C (psf)/ Φ (°) | Adhesion (psf) |
|-------------------------|--|--|--------------------------|-----------------------|-----------------------|
| Silty Clay | 4'-10' | 3,000 psf | 120 pcf | 2,000 psf | 1,000 psf |

It is anticipated that lateral wind loads and overturning moments will act on the spread footing. To help resist the overturning moment, it may be necessary to place a larger footing than necessary for bearing capacity. Also, any soil placed above the footing may be considered to help resist overturning moments if compacted to a minimum of 98 percent of the maximum dry density as determined from ASTM D-698 (Standard Proctor).

No groundwater was encountered during the boring operations. Therefore, groundwater difficulties are not anticipated during excavations for shallow footings. Depending upon the time of the year that the excavations are made, seepage from surface runoff may occur. Since these foundation materials tend to soften/loosen when exposed to free water, every effort should be made to keep the excavations dry should water be encountered. It is also recommended that concrete for footings be poured as soon as possible after the excavations are complete. A mud mat may be placed to provide the contractors a firm working surface and protect the exposed subgrade soils from softening.



Caissons/Drilled Piers

As an alternative to a shallow foundation system, a caisson type foundation system may be considered to support this tower structure. A straight shaft caisson/drilled pier may be considered. A caisson type foundation is also advantageous to use when it is necessary to resist large overturning moments such as those caused by wind loads against the proposed structure. If a caisson or drilled shaft is used to support the structure, it should be designed using the soil parameters provided in *Table 2*.

Table 2: Deep Foundation Soil Parameters

| Soil Type | Depth Below Grade (Feet) | Allowable Skin Friction for Gravity Loads SF=2 | Design End Bearing Pressure SF=3 | Unit Weight (pcf) | C (psf) |
|------------|--------------------------|--|----------------------------------|-------------------|-----------|
| Silty Clay | 5'-17' | 500 psf | NA | 120 | 1,800 psf |
| Limestone | 17'-27' | 75 psi* | 20,000 psf | 150 | N/A |

* Skin friction in bedrock may be utilized in shaft compression and tension

A tremie pipe should be used to set the concrete at the bottom of the hole to force the water and or slurry out of the hole. It is recommended that concrete be placed the same day excavations are made. It is also recommended that a representative of Alt & Witzig Engineering, Inc. be on site to inspect the material from the base of the caisson and monitor the placement of the concrete. The contractor should be provided with the *Boring Logs* prior to final bidding.

Equipment Building Foundation Recommendations

Net allowable bearing pressures of **2,500 psf** and **2,000 psf** are recommended for dimensioning spread footings and continuous wall footings respectively at this site. The above-suggested bearing pressure is provided assuming the footings will be founded on medium stiff natural soils or properly compacted fill materials at a minimum depth of two and one-half (2½) feet below grade.

Equipment Building Slab Recommendations

This structure will be a slab-on-grade supported by natural soils and/or compacted fill materials. In those areas where the existing grade is lower than the design floor elevation, a well-compacted structural fill will be necessary to raise the site to the desired grade. The fill material shall consist of INDOT No. 53 Stone. After the building areas have been raised to the proper elevation, a granular fill should be placed immediately beneath the floor slab. It is recommended that all material placed in the floor slab areas be compacted to a density of 100 percent of maximum dry density in accordance with ASTM D-698. Recommendations for proper filling procedures are presented later in the Appendix of this report.



Statement of Limitations

Our subsurface investigation was conducted in accordance with guidelines set forth in the scope of services and applicable industry standards.

An inherent limitation of any geotechnical engineering study is that conclusions must be drawn on the basis of data collected at a limited number of discrete locations. The geotechnical parameters provided in this report were developed from the information obtained from the test borings that depict subsurface conditions only at these specific locations and on the particular date indicated on the boring logs. Soil conditions at other locations may differ from conditions encountered at these boring locations and groundwater levels shall be expected to vary with time. The nature and extent of variations between the borings may not become evident until the course of construction.

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

Very truly yours,
Alt & Witzig Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Ellen Anne W. Wilkinson'.

Ellen Anne W. Wilkinson, P.E.

A handwritten signature in blue ink, appearing to read 'David C. Harness'.

David C. Harness, P.E.



APPENDIX

Recommended Specifications for Compacted Fills and Backfills

Site Location Map

Boring Location Plan

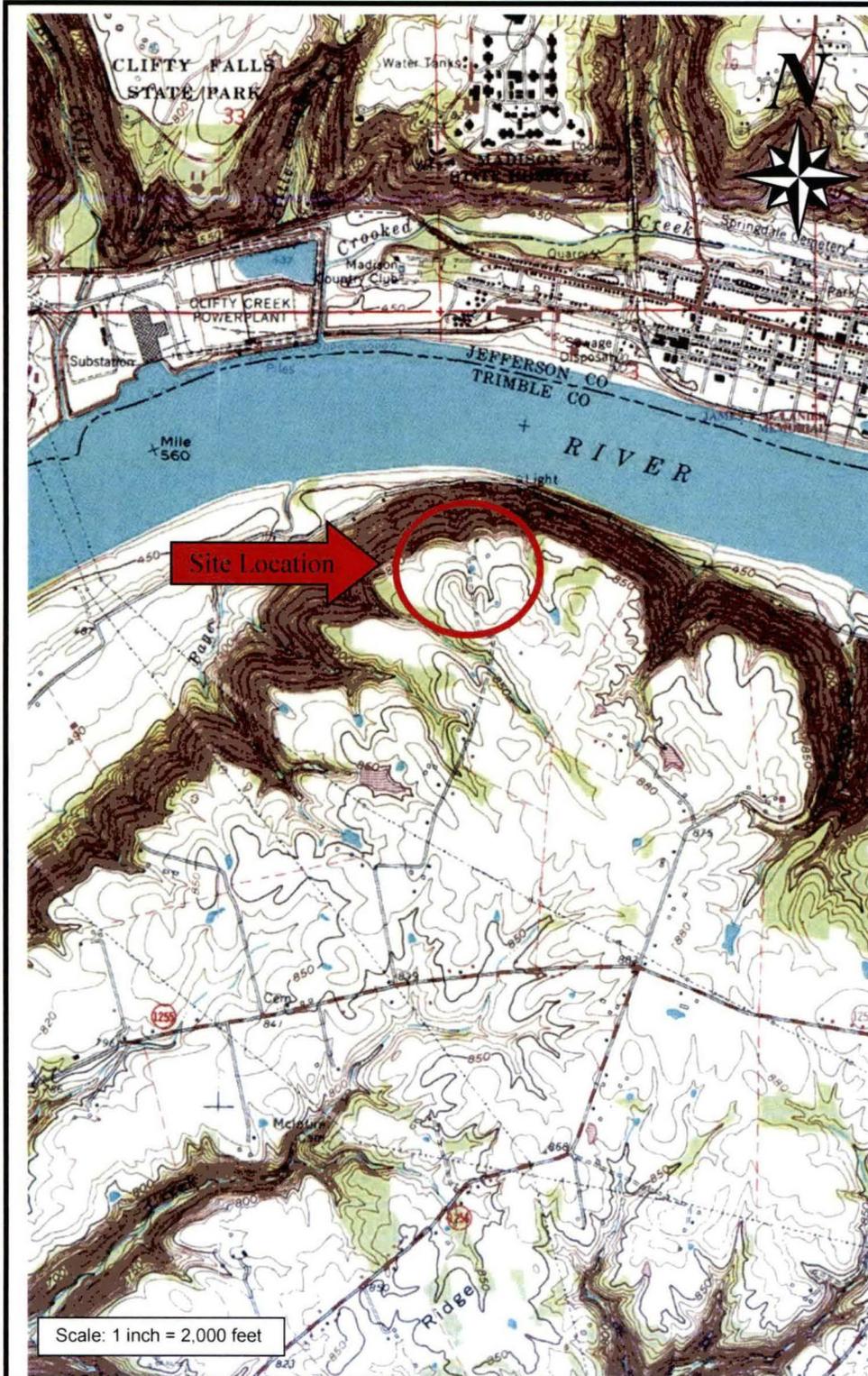
Boring Logs

General Notes

RECOMMENDED SPECIFICATIONS FOR COMPACTED FILLS AND BACKFILLS

All fill shall be formed from material free of vegetable matter, rubbish, large rock, and other deleterious material. Prior to placement of fill, a sample of the proposed fill material should be submitted to the soils engineer for his approval. The fill material should be placed in layers not to exceed eight (8) inches in loose thickness and should be sprinkled with water as required to secure specified compactions. Each layer should be uniformly compacted by means of suitable equipment of the type required by the materials composing the fill. Under no circumstances should a bulldozer or similar tracked vehicles be used as compacting equipment. Material containing an excess of water so the specified compaction limits cannot be attained should be spread and dried to a moisture content which will permit proper compaction. All fill should be compacted to the specified percent of the maximum density obtained in accordance with ASTM density Test D-698 (100 percent of maximum dry density below and above the base of footing elevation). Should the results of the in-place density tests indicate that the specified compaction limits are not obtained; the areas represented by such tests should be reworked and retested as required until the specified limits are reached.

SITE LOCATION MAP



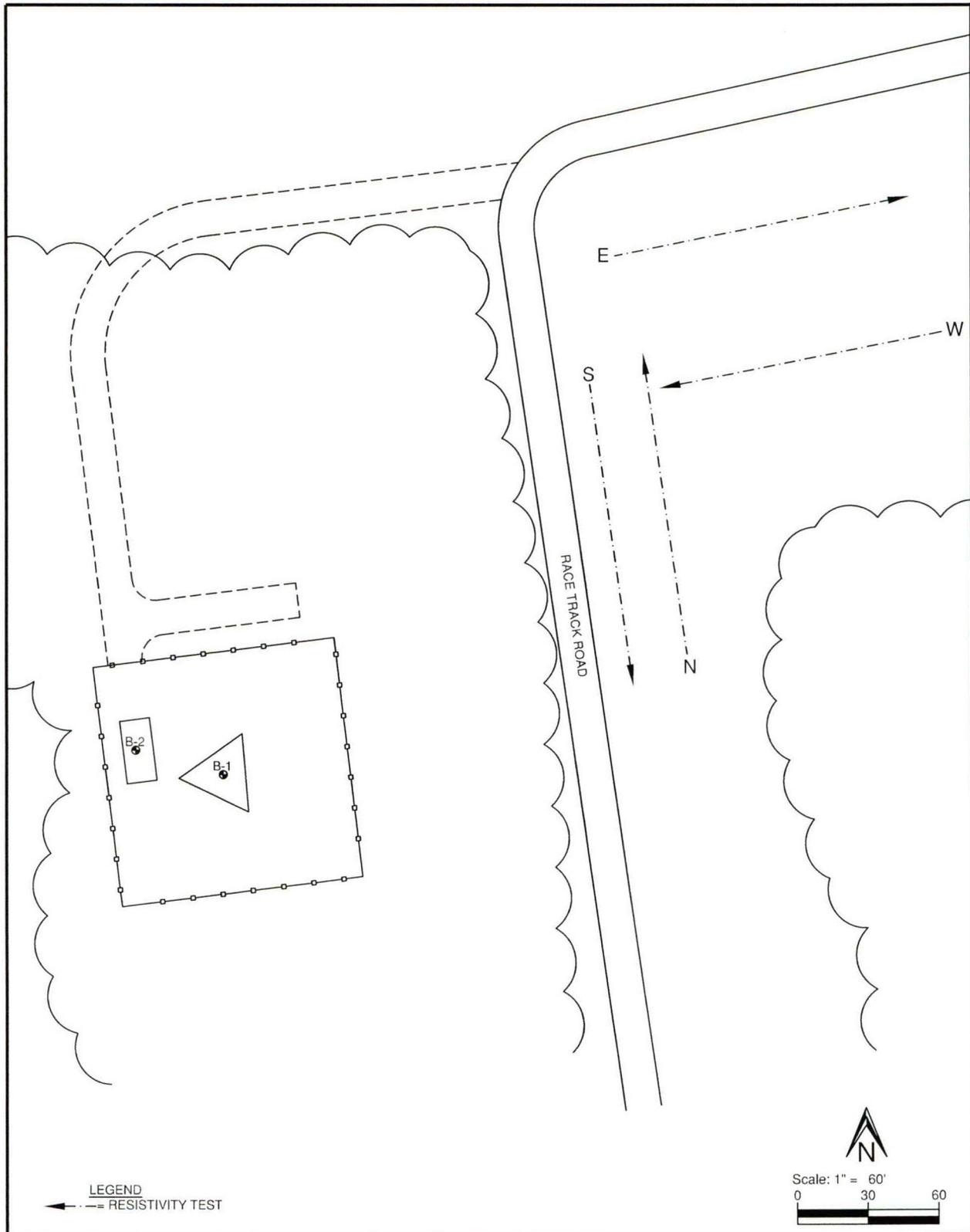
USGS Topographic Map:
Madison West Quadrangle

Township: T 3 N.
Range: R 10 E.

PROJECT: LV Coopers Bottom (CST 004065)
LOCATION: Milton, Kentucky
CLIENT: GPD Group
A&W File No.: 15IN0334

A
W Alt & Witzig Engineering Inc.
4105 W. 99th Street · Carmel, IN 46032
TEL (317)875-7000 · FAX (317) 876-3705
www.altwitzig.com

Last Modified: 5/19/2015 11:46 AM



BORING LOCATION PLAN

PROJECT NAME: LV Coopers Bottom (CST 004065)
 LOCATION: Milton, Kentucky
 PREPARED FOR: GPD Group
 PROJECT NO: 15IN0334

Project Manager: DD
 Checked By: DH
 Drawn By: JT
 Date: 05/15

A
W Alt & Witzig Engineering, Inc.
 4105 West 99th Street • Carmel, IN 46032
 Telephone: (317) 875-7000 • Fax (317) 876-3705



BORING LOG

Alt & Witzig Engineering, Inc.

CLIENT GPD Group
 PROJECT NAME LV Coopers Bottom Rd.
 PROJECT LOCATION Milton, Kentucky

BORING # B-1
 ALT & WITZIG FILE # 15IN0334
 Latitude 38.728276 Longitude -85.404637

DRILLING and SAMPLING INFORMATION

Date Started 5/28/15 Hammer Wt. 140 lbs.
 Date Completed 5/28/15 Hammer Drop 30 in.
 Boring Method HSA Spoon Sampler OD 2 in.
 Driller J. Livingston Rig Type B-57 Truck

TEST DATA

| STRATA ELEV. | SOIL CLASSIFICATION | Strata Depth | Depth Scale | Sample No. | Sample Type | Sampler Graphics Recovery Graphics | Ground Water | Standard Penetration Test, N - blows/foot | Qu-1st Unconfined Compressive Strength | PP-1st Pocket Penetrometer | Moisture Content % Dry Unit Weight (pcf) | Remarks |
|--------------|--|--------------|-------------|------------|-------------|------------------------------------|--------------|---|--|----------------------------|--|---------------------|
| | SURFACE ELEVATION 858.0 | | | | | | | | | | | |
| 855.5 | Brown Mottled Gray, Moist LEAN CLAY | 2.5 | | 1 | SS | | | 7 | | 3.5 | 22.3 | |
| | Brown, Moist LEAN CLAY with Wood pieces and Shale Fragments | | 5 | 2 | SS | | | 18 | | | 16.2 | |
| | | | | 3 | SS | | | 19 | | 4.5 | 26.8 | |
| 848.0 | | | 10.0 | 10 | 4 | SS | | | 50/3" | | 4.5 | 8.4 |
| 844.0 | Brown Shale, Highly Weathered | 14.0 | | | | | | | | | | |
| 841.0 | Gray Shale, Moderately Weathered | 17.0 | | 5 | SS | | | 50/3" | | | | |
| | Gray Limestone Carbonate Mudstone, Slightly Weathered, Thick bedded, Moderately fractured, with pitting and chert inclusions (Core #1: RQD = 68%, Fair) | | 20 | 1 | RC | | | | | | | Auger refusal @ 17' |
| 836.0 | | | 22.0 | 2 | RC | | | | | | | |
| 831.0 | Gray Limestone Carbonate Mudstone, Slightly Weathered, Thick bedded, Moderately fractured, with pitting and chert inclusions (Core #2: RQD = 65%, Fair) End of Boring at 27 feet | 27.0 | | | | | | | | | | |

Sample Type
 SS - Driven Split Spoon
 ST - Pressed Shelby Tube
 CA - Continuous Flight Auger
 RC - Rock Core
 CU - Cuttings
 CT - Continuous Tube

Groundwater
 ○ During Drilling Dry ft.
 ∇ At Completion Dry ft.

Boring Method
 HSA - Hollow Stem Augers
 CFA - Continuous Flight Augers
 DC - Driving Casing
 MD - Mud Drilling

MATERIAL GRAPHICS LEGEND



CL: USCS Low Plasticity Clay



LIMESTONE: Limestone



SHALE: Shale

SOIL PROPERTY SYMBOLS

N: Standard "N" penetration value. Blows per foot of a 140-lb hammer falling 30" on a 2" O.D. split-spoon.

Qu: Unconfined Compressive Strength, tsf

PP: Pocket Penetrometer, tsf

LL: Liquid Limit, %

PL: Plastic Limit, %

PI: Plasticity Index, %

DRILLING AND SAMPLING SYMBOLS

GROUNDWATER SYMBOLS

○ Apparent water level noted while drilling.

∇ Apparent water level noted upon completion.

▼ Apparent water level noted upon delayed time.

SAMPLER SYMBOLS



RC



SS: Split Spoon

**RELATIVE DENSITY & CONSISTANCY CLASSIFICATION
(NON-COHESIVE SOILS)**

| <u>TERM</u> | <u>BLOWS PER FOOT</u> |
|--------------|-----------------------|
| Very Loose | 0 - 5 |
| Loose | 6 - 10 |
| Medium Dense | 11 - 30 |
| Dense | 31 - 50 |
| Very Dense | >51 |

**RELATIVE DENSITY & CONSISTANCY CLASSIFICATION
(COHESIVE SOILS)**

| <u>TERM</u> | <u>BLOWS PER FOOT</u> |
|--------------|-----------------------|
| Very Soft | 0 - 3 |
| Soft | 4 - 5 |
| Medium Stiff | 6 - 10 |
| Stiff | 11 - 15 |
| Very Stiff | 16 - 30 |
| Hard | >31 |

GENERAL NOTES - PROJECT SPECIFIC - 15IN0334 COOPERS BOTTOM.GPJ US EVAL.GDT 6/9/15



Alt & Witzig Engineering
4105 West 99th St.
Carmel, IN 46032
Telephone: 317-875-7000
Fax: 317-876-3705

GENERAL NOTES

Project: LV Coopers Bottom Rd.

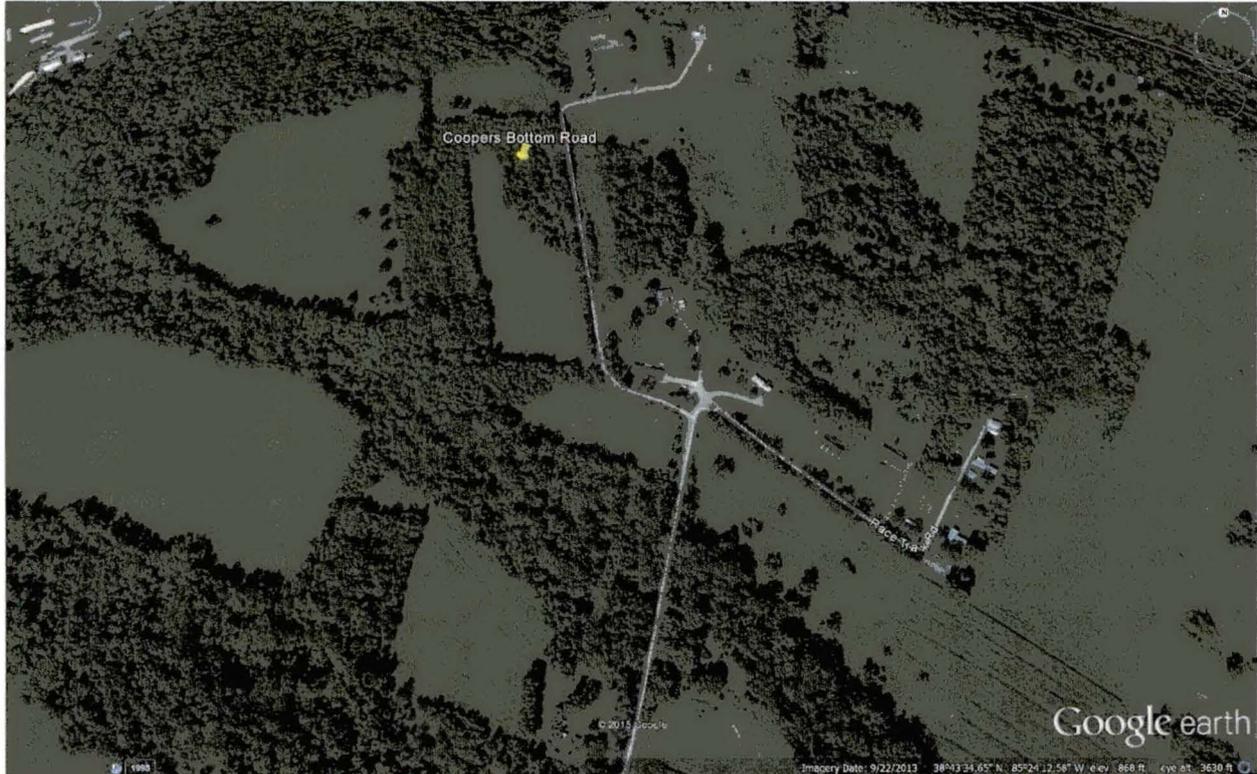
Location: Milton, Kentucky

Number: 15IN0334

EXHIBIT I
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site – Cooper Bottom Road

1. Beginning at the Trimble County Courthouse, located on Church Street in Bedford, KY, head north on Main Street towards Ransdell Lane.
2. Turn left onto US-421N and travel 10.2 miles.
3. Turn left onto KY-625 S / Peck Pike Road and travel 0.2 miles.
4. Turn right onto Liberty Road and travel 1.6 miles.
5. Turn right onto Race Track Road and travel 0.9 miles. The site is on the left.
6. The site coordinates are
 - a. North $38^{\circ} 43' 42.05''$
 - b. West $85^{\circ} 24' 16.68''$



Prepared by:
Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT J
COPY OF REAL ESTATE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Dorothy Graves, a widow, having a mailing address of 861 Race Track Road, Milton, KY 40045 and Delmar and Eula Clarkson, a husband and wife, having a mailing address of 570 North 600 West, Madison, IN 47250 (hereinafter referred to as "**Landlord**") and Central States Tower III, LLC, a Delaware limited liability company, having a mailing address of 323 S Hale Street, Suite #100 Wheaton, IL 60187 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 861 Race Track Road, Milton, in the County of Trimble, State of Kentucky, as described on attached **Exhibit 1** (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **EFFECTIVE LEASE DATE.**

(a) Landlord shall lease to Tenant a certain portion of the Property containing approximately Ten Thousand (10,000) square feet (100' x 100') including the air space above such room/cabinet/ground space as described on attached **Exhibit 2**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 2** (collectively, the "**Premises**").

(b) After the Effective Date, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) Upon full execution of the Lease Agreement, Tenant agrees to pay Landlord
) within thirty (30) business days of the Effective Date.

(d) At any time after the Effective Date, (i) this Agreement shall be deemed for all purposes a legally enforceable lease between Landlord, as lessor, and Tenant, as lessee, (ii) Landlord hereby leases and demises the Premises to Tenant.

2. **PERMITTED USE.** Tenant 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

KY-00-4065 LV Coopers Bottom Rd

"Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant 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 Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 2** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. Tenant has the right to install and operate transmission cables from the equipment shelter(s) or cabinet(s) to the antennas, electric lines from the main feed to the equipment shelter(s) or cabinet(s) and communication lines from the main entry point to the equipment shelter(s) or cabinet(s), and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to 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. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Landlord agrees to refrain from leasing any additional portion of the Property to an entity other than Tenant for the purposes of developing a Communication Facility.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Rent Commencement Date [defined below]. The Initial Term will terminate on the fifth (5th) annual anniversary of the Rent Commencement Date.

(b) This Agreement will automatically renew for ten (10) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least thirty (30) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the tenth (10th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the tenth (10th) extended term, then upon the expiration of the tenth (10th) extended 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 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. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the tenth (10th) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord

N - 00 - 4065 W Coopers Bottom Rd.

("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term over the Rent paid during the previous Term.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord 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 Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right 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 Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant'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 the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to one (1) month Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. INSURANCE.

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

KY 00-4065 v Coopers Bottom Rd.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, 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) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION. Subject to paragraph 7, Landlord and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability and loss which arise out of the ownership, use and occupancy of the Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord 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) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord'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 the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental

KY 00-4065 W Coopers Bottom Rd.

authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental 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 Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and shall remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations below two (2') feet or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

RY-00-4065 LV Coopers Bottom Rd.

(b) Tenant 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 Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that 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 Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord 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 Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Tenant will have the right to assign this Agreement, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement." Additionally, Tenant may mortgage or grant a security interest in this Lease, the Premises and the Communication Facility, and may assign this Lease, the Premises and the Communication Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant 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, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Tenant shall occur, or if Landlord shall terminate this Lease for any reason, Landlord will give to the Secured Parties prompt notice thereof and Landlord will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing the Communication Facility. Landlord acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

17. NOTICES. 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

RY-00-4065 LV coopers Bottom Rd.

prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: Central States Tower III, LLC
323 S Hale Street, Suite 100
Wheaton, IL 60187
(630) 221-8500 Main Number
(630) 221-8516 Fax
Attn: Property Manager
RE: (Site name: LV Coopers Bottom Road Site # IN-00-4065)

| | | |
|-----------------|--|---|
| If to Landlord: | Mrs. Dorothy Graves 861 Race Track Road Milton, KY 40045 (812) 498-8837 | Mr. and Mrs. Delmar Clarkson 570 North 600 West Madison, IN 47250 (812) 498-8837 |
|-----------------|--|---|

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.

18. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, 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 Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. WAIVER OF LANDLORD'S LIENS. Landlord 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

KY-00-4065 LV Coopers Bottom Rd.

personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. **TAXES.** Tenant will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Premises. In the event that a reassessment of real property taxes are grossly increased and are deemed to be directly attributable to the addition of the tower on the Premises, Tenant will appeal, on behalf of the Landlord, the increased taxes, to the best of Tenant's ability. Landlord shall provide Tenant with the annual tax assessment within ten (10) days of receipt of the tax bill. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. In the event that Landlord fails to pay, when due, any taxes affecting the Premises or Easement, Tenant shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Leased Property.

23. **SALE OF PROPERTY.** Landlord agrees not to lease any of its property within a radius of three (3) miles from the Site for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Tenant without Tenants written consent. Should Tenant consent to such a use, Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

24. **RIGHT OF FIRST REFUSAL.** If Landlord, at any time during the Term of this Agreement elects to sell all or any portion of the Property or this Agreement, whether separately or as part of the larger parcel of which the Premises are a part, the Tenant shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Landlord must notify Tenant in writing of this offer by certified mail. If Tenant fails to meet such bona fide offer within fifteen (15) business days after the receipt of written notice thereof from Landlord, Landlord may sell the Property, this Agreement or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the Landlord's interest in the Property as a result of the death of the Landlord, whether by will or intestate succession, shall not be considered a sale of the Property for which the Tenant has any right of first refusal.

25. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

KY-00-4065 LV Coopers Bottom Rd.

26. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **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.

(e) **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.

(f) **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 or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signature/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 Landlord and Tenant.

(i) **Tree and Lumber Removal.** The Tenant shall have the right but not the obligation to remove any trees, shrubs or bushes that are within twenty (20') feet, the ("**Buffer Zone**"), of the Premises for a safety factor. The removal of such trees, shrubs or bushes will be at Tenant sole expense.

[SIGNATURES APPEAR ON THE NEXT PAGE]

KY-00-4065 W Coopers Bottom Rd.

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

WITNESSES:

Leah Dawn Peck
Print Name: Leah Dawn Peck

Leah Dawn Peck
Print Name: Leah Dawn Peck

Leah Dawn Peck
Print Name: Leah Dawn Peck

"LANDLORD"

By: *Dorothy Graves*
Print Name: Dorothy Graves
Its: _____
Date: 4-2-15

By: *Eula J. Clarkson*
Print Name: Eula Clarkson
Its: ~~Delmar W. Clarkson~~
Date: 4-2-15

By: *Delmar W. Clarkson*
Print Name: Delmar Clarkson
Its: _____
Date: 4-2-15

"TENANT"

Central States Tower III, LLC,
a Delaware limited liability company

Wendy T. Exter
Print Name: WENDY T. EXTER

By: *Brian P. Meier*
Print Name: Brian P. Meier
Its: CEO
Date: 4-13-2015

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

RY 00-4065 LV Coopers Bottom Rd.

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF KENTUCKY)
) ss:
COUNTY OF Trimble)

BE IT REMEMBERED, that on this 2nd day of April, 2015 before me, the subscriber, a person authorized to take oaths in the State of Kentucky, personally appeared Dorothy Graves, a widow, who, being duly sworn on her oath, deposed and made proof to my satisfaction that she is the person named in the within instrument; and I, having first made known to her the contents thereof, she did acknowledge that she signed, sealed and delivered the same as her voluntary act and deed for the purposes therein contained.



Mindy D. Stackhouse
Notary Public: Mindy D. Stackhouse
My Commission Expires: 3/28/17

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~INDIANA~~ Kentucky)
) ss:
COUNTY OF Trimble)

BE IT REMEMBERED, that on this 2nd day of April, 2015 before me, the subscriber, a person authorized to take oaths in the State of Indiana, personally appeared Eula and Delmar Clarkson, husband and wife, who, being duly sworn on her oath, deposed and made proof to my satisfaction that they are the persons named in the within instrument; and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.



Mindy D. Stackhouse
Notary Public: Mindy D. Stackhouse
My Commission Expires: 3/28/17

KY-00-4065 LV Coopers Bottom Rd.

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF DUPAGE)

On the 13th day of April, 2015 before me personally appeared Brian P. Meier, and acknowledged under oath that he is duly authorized to sign on behalf of Central States Tower III, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Limited Liability Company.



Cindi Sievertson
Notary Public: _____
My Commission Expires: 2/21/2018

144 - 00 - 4065 LV Coopers Bottom Rd.

EXHIBIT 1

DESCRIPTION OF PROPERTY

Page 1 of 1

to the Agreement dated April 13, 2015, by and between Dorothy Graves, a widow and Delmar and Eula Clarkson, a husband and wife, as Landlord, and Central States Tower III, LLC, a Delaware limited liability company, as Tenant.

The Property is described as follows:

Race Track Road, Milton, KY 40045

Parcel 006-00-00-009.00

KY. 00-4065 LV Coopers Bottom Rd.

CONSENT TO LEASE AGREEMENT

D140 PG 81
TRIMBLE COUNTY

On this, the 30th day of June, 2015, Linda Louise Surratt and Lonnie D. Surratt, having an address of 1107 Race Track Rd.; Larry Odell Graves and Angela Graves, having an address of 1162 N. Spillman Ln Milton, KY; Mary Sue Napier and Terry L. Napier, having an address of 285 Amblee Ln Sevierville; and Karen Lee Evans and Thomas Evans, having an address of 104 RACE TRACK Rd Milton, Ky (hereinafter referred to as "Consenting Parties"); each having a future interest in real property further described in deed of record at Deed Book 112 at Page 654 in Instrument No. 42795 and Deed Book 113 at Page 632 in Instrument No. 43475, do hereby consent to the execution of the Lease Agreement dated April 13, 2015 by and between Dorothy Graves, a widow, having a mailing address of 861 Race Track Road, Milton, KY 40045 and Delmar and Eula Clarkson, husband and wife, having a mailing address of 570 North 600 West, Madison, IN 47250 (hereinafter referred to as "Landlord") and Central States Tower III, LLC, a Delaware limited liability company, having a mailing address of 323 S. Hale Street, #100, Wheaton, IL 60187 (hereinafter referred to as "Tenant").

The Lease is for a portion of real property more particularly described in the Memorandum of Lease recorded in Deed Book 139 at Page 547 in the Office of the Clerk of Trimble County, Kentucky. A copy of said Memorandum of Lease is attached hereto and incorporated by reference as **Exhibit A**. Our consent to such Lease Agreement is for a valuable consideration which has been received. This consent is executed for the benefit of Dorothy Graves; Delmar and Eula Clarkson; and Central States Tower III, LLC and their heirs, successors, and/or assigns. This consent constitutes a complete waiver of objection and release of any interest in and to such Lease Agreement on the basis that we were not an original party thereto. This Consent does not constitute an admission by any party that we had an interest in the above-referenced real estate that required my signature on the Lease Agreement, but is executed to prevent any such issue from ever being raised. This Consent may only be modified by written notarized agreement of the parties hereto. We consent to the recording of this Consent with a Memorandum of Lease attached as **Exhibit A** rather than the entire Lease Agreement.

(Signature Page Follow)

IN WITNESS WHEREOF, the parties hereto execute this Consent as of the date first above written.

"CONSENTING PARTIES"

Linda S. Surratt
Linda Louise Surratt

Lonnie D. Surratt
Lonnie D. Surratt

Larry O. Graves
Larry Odell Graves

Angela Graves
Angela Graves

Mary Sue Napier
Mary Sue Napier

Terry L. Napier
Terry L. Napier

Karen L. Evans
Karen Lee Evans

deceased 1/19/2010
Thomas Evans

"LANDLORD"

Dorothy Graves
Dorothy Graves

Eula Clarkson
Eula Clarkson

Delmar Clarkson
Delmar Clarkson

"TENANT"

CENTRAL STATES TOWER III, LLC

BY: Brian P. Meier
Brian P. Meier

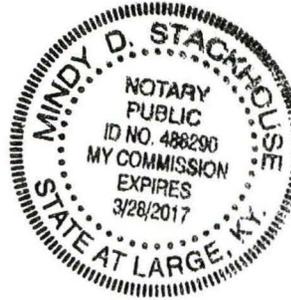
(Acknowledgment Page Follows)

CONSENTING PARTY ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Linda Louise Surratt, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D. Stackhouse
Notary Public
My Commission Expires: 3/28/17

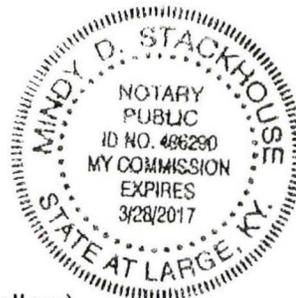


CONSENTING PARTY ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Lonnie D. Surratt, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D. Stackhouse
Notary Public
My Commission Expires: 3/28/17



(Acknowledgment Pages Follow)

CONSENTING PARTY ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Larry Odell Graves, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D Stackhouse
Notary Public
My Commission Expires: 3/28/17

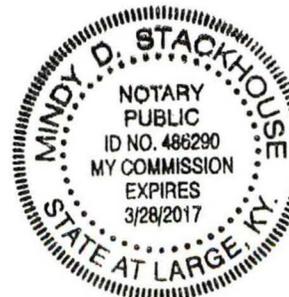


CONSENTING PARTY ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Angel Graves, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D Stackhouse
Notary Public
My Commission Expires: 3/28/17

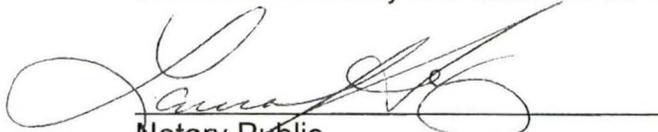


(Acknowledgment Pages Follow)

CONSENTING PARTY ACKNOWLEDGMENT

On this, the 8 day of July, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Mary Sue Napier, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.



Notary Public
My Commission Expires: 3-20-18



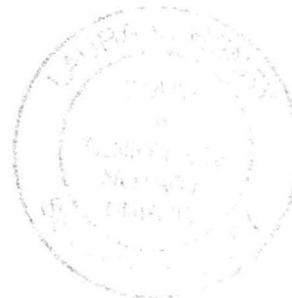
CONSENTING PARTY ACKNOWLEDGMENT

On this, the 8 day of July, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Terry L. Napier, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.



Notary Public
My Commission Expires: 3-20-18



(Acknowledgment Pages Follow)

CONSENTING PARTY ACKNOWLEDGMENT

On this, the 3rd day of July, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Karen Lee Evans, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D. Stackhouse
Notary Public
My Commission Expires: 3/28/17



CONSENTING PARTY ACKNOWLEDGMENT

On this, the 3rd day of July, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Thomas Evans, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D. Stackhouse
Notary Public
My Commission Expires: 3/28/17



(Acknowledgment Pages Follow)

LANDLORD ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Dorothy Graves, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D Stackhouse
Notary Public
My Commission Expires: 3/28/17



LANDLORD ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Eula Clarkson, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D Stackhouse
Notary Public
My Commission Expires: 3/28/17



(Acknowledgment Page Follow)

LANDLORD ACKNOWLEDGMENT

On this, the 30th day of June, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me Delmar Clarkson, and in due form of law acknowledged to me that she executed the this instrument as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and State on the day and year last above written.

Mindy D Stackhouse
Notary Public
My Commission Expires: 3/28/17



CORPORATE ACKNOWLEDGMENT

On this, the 20th day of July, 2015 before me, the subscriber, a Notary Public, in and for the Commonwealth of Kentucky, personally appeared to me **Brian P. Meier**, CEO (title) of **CENTRAL STATES TOWER III, LLC.**, a Delaware corporation, and in due form of law, acknowledged that he is authorized on behalf of said corporation to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and Commonwealth of the day and year last above written.

Cindi Sievertson
Notary Public
My Commission Expires: 2/21/2018



DOCUMENT NO: 85548
RECORDED: August 10, 2015 09:53:00 AM
TOTAL FEES: \$31.00
COUNTY CLERK: TINA R BROWNING
DEPUTY CLERK: SARAH A. CULL
COUNTY: TRIMBLE COUNTY
BOOK: D140 PAGES: 00 - 00

**EXHIBIT K
NOTIFICATION LISTING**

Cooper Bottom Road

E. Clarkson & D/L Surratt Et Al
c/o Eula Clarkson
570 N 600 W
Madison, IN 47250

Tyler & Melissa Hatton
285 Rodgers Rd
Milton, KY 40045

Marshall E. & Laraina Shelton
243 Queen Lane
Milton, KY 40045

Ricky D. McDole
1115 Racetrack Road
Milton, KY 40045

Linda Louise & Lonnie Surratt
1107 Racetrack Road
Milton, KY 40045

Karen Lee Evans
104 Race Track Rd
Milton, KY 40045

John P. & Sandra Heinz
651 Racetrack Road
Milton, KY 40045

Fluss Boden Co – Harold Alsup Heirs
c/o Rodney Alsup
131 Edgewood Drive
Durham, NC 27713

Mark Helton
2506 Coopers Bottom Road
Milton, KY 40045

Joey Helton
2334 Coopers Bottom Road
Milton, KY 40045

Lonnie D. Surratt
1107 Racetrack Road
Milton, KY 40045

Terry L. & Retia Hancock
170 W. Dillcrest
Florence, KY 41042

Michael & Carole Pyles
920 Racetrack Road
Milton, KY 40045

Terry Hancock Et Al
c/o Cornelia Hancock
297 Detmer Lane Ext
Milton, KY 40045

JP Morgan Chase Bank National Assoc
3415 Vision Dr
Columbus, OH 43219

Jose Luis Lira
696 Racetrack Road
Milton, KY 40045

Michael B. Fox
390 Liberty Rd
Milton, KY 40045

EXHIBIT L
COPY OF PROPERTY OWNER NOTIFICATION



1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Coopers Bottom Road**

Dear Landowner:

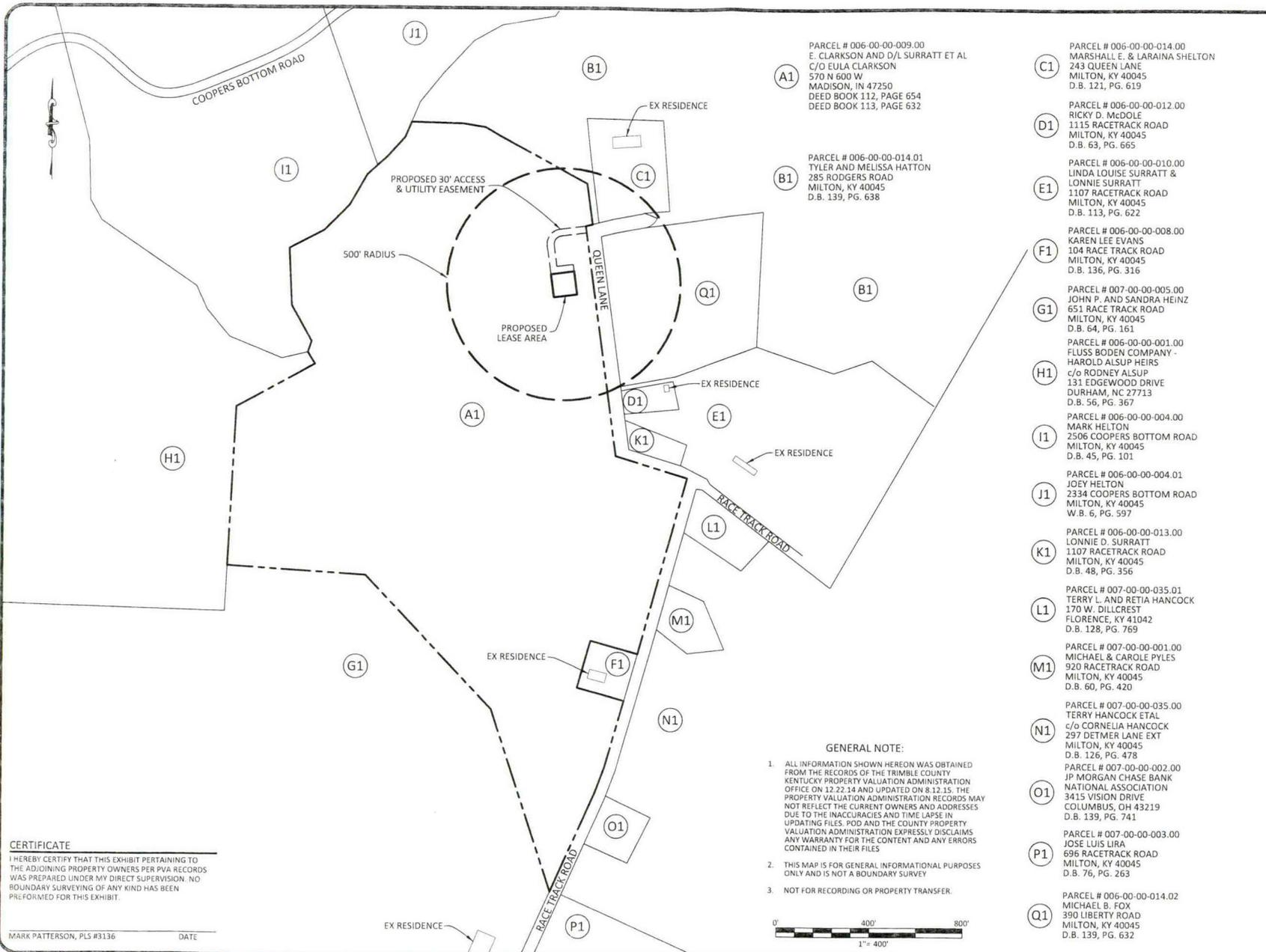
Central States Tower II, LLC and Cellco Partnership d/b/a Verizon Wireless filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on Racetrack Road in Milton, KY 40045 (38°43'42.05" North latitude, 85°24'16.68" West longitude). The proposed facility will include a 190-foot tall antenna tower, plus a 5-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Trimble County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2015-00282 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,
David A. Pike
Attorney for Applicants

enclosure



PARCEL # 006-00-00-009.00
E. CLARKSON AND D/L SURRATT ET AL
C/O EULA CLARKSON
570 N 600 W
MADISON, IN 47250
DEED BOOK 112, PAGE 654
DEED BOOK 113, PAGE 632

PARCEL # 006-00-00-014.01
TYLER AND MELISSA HATTON
285 RODGERS ROAD
MILTON, KY 40045
D.B. 139, PG. 638

PARCEL # 006-00-00-014.00
MARSHALL E. & LARAINA SHELTON
243 QUEEN LANE
MILTON, KY 40045
D.B. 121, PG. 619

PARCEL # 006-00-00-012.00
RICKY D. McDOLE
1115 RACETRACK ROAD
MILTON, KY 40045
D.B. 63, PG. 665

PARCEL # 006-00-00-010.00
LINDA LOUISE SURRATT &
LONNIE SURRATT
1107 RACETRACK ROAD
MILTON, KY 40045
D.B. 113, PG. 622

PARCEL # 006-00-00-008.00
KAREN LEE EVANS
104 RACE TRACK ROAD
MILTON, KY 40045
D.B. 136, PG. 316

PARCEL # 007-00-00-005.00
JOHN P. AND SANDRA HEINZ
651 RACE TRACK ROAD
MILTON, KY 40045
D.B. 64, PG. 161

PARCEL # 006-00-00-001.00
FLUSS BODEN COMPANY -
HAROLD ALSUP HEIRS
c/o RODNEY ALSUP
131 EDGEWOOD DRIVE
DURHAM, NC 27713
D.B. 56, PG. 367

PARCEL # 006-00-00-004.00
MARK HELTON
2506 COOPERS BOTTOM ROAD
MILTON, KY 40045
D.B. 45, PG. 101

PARCEL # 006-00-00-004.01
JOEY HELTON
2334 COOPERS BOTTOM ROAD
MILTON, KY 40045
W.B. 6, PG. 597

PARCEL # 006-00-00-013.00
LONNIE D. SURRATT
1107 RACETRACK ROAD
MILTON, KY 40045
D.B. 48, PG. 356

PARCEL # 007-00-00-035.01
TERRY L. AND RETIA HANCOCK
170 W. DILLCREST
FLORENCE, KY 41042
D.B. 128, PG. 769

PARCEL # 007-00-00-001.00
MICHAEL & CAROLE PYLES
920 RACETRACK ROAD
MILTON, KY 40045
D.B. 60, PG. 420

PARCEL # 007-00-00-035.00
TERRY HANCOCK ETAL
c/o CORNELIA HANCOCK
297 DETMER LANE EXT
MILTON, KY 40045
D.B. 126, PG. 478

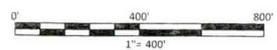
PARCEL # 007-00-00-002.00
JP MORGAN CHASE BANK
NATIONAL ASSOCIATION
3415 VISION DRIVE
COLUMBUS, OH 43219
D.B. 139, PG. 741

PARCEL # 007-00-00-003.00
JOSE LUIS LIRA
696 RACETRACK ROAD
MILTON, KY 40045
D.B. 76, PG. 263

PARCEL # 006-00-00-014.02
MICHAEL B. FOX
390 LIBERTY ROAD
MILTON, KY 40045
D.B. 139, PG. 632

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE TRIMBLE COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON 12.22.14 AND UPDATED ON 8.12.15. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



SURVEY

| REV. | DATE | DESCRIPTION |
|------|---------|----------------------|
| A | 3.13.15 | UPDATED PVA |
| B | 3.30.15 | UPDATED PVA |
| C | 5.5.15 | OLC COMMENTS |
| D | 6.18.15 | TITLE OWNERSHIP NAME |
| E | 7.14.15 | OLC COMMENTS |
| F | 8.13.15 | UPDATED PVA |
| G | 8.18.15 | OLC COMMENTS |

SITE INFORMATION:

LV COOPERS BOTTOM ROAD
RACE TRACK ROAD
MILTON, KY 40045
TRIMBLE COUNTY

TAX PARCEL NUMBER:
006-00-00-009.00

PROPERTY OWNER:
EULA & DELMAR CLARKSON (1/2 INTEREST) AND DOROTHY GRAVES, et al (1/2 INTEREST)
570 N. 600 WEST
MADISON, IN 47250

SOURCE OF TITLE:
DEED BOOK 112, PAGE 654
DEED BOOK 113, PAGE 632

SITE NUMBER:

POD NUMBER: 15-4647
DRAWN BY: DAP
CHECKED BY: MEP
DATE: 2.27.15

SHEET TITLE:

500' RADIUS & ABUTTER'S MAP

SHEET NUMBER:

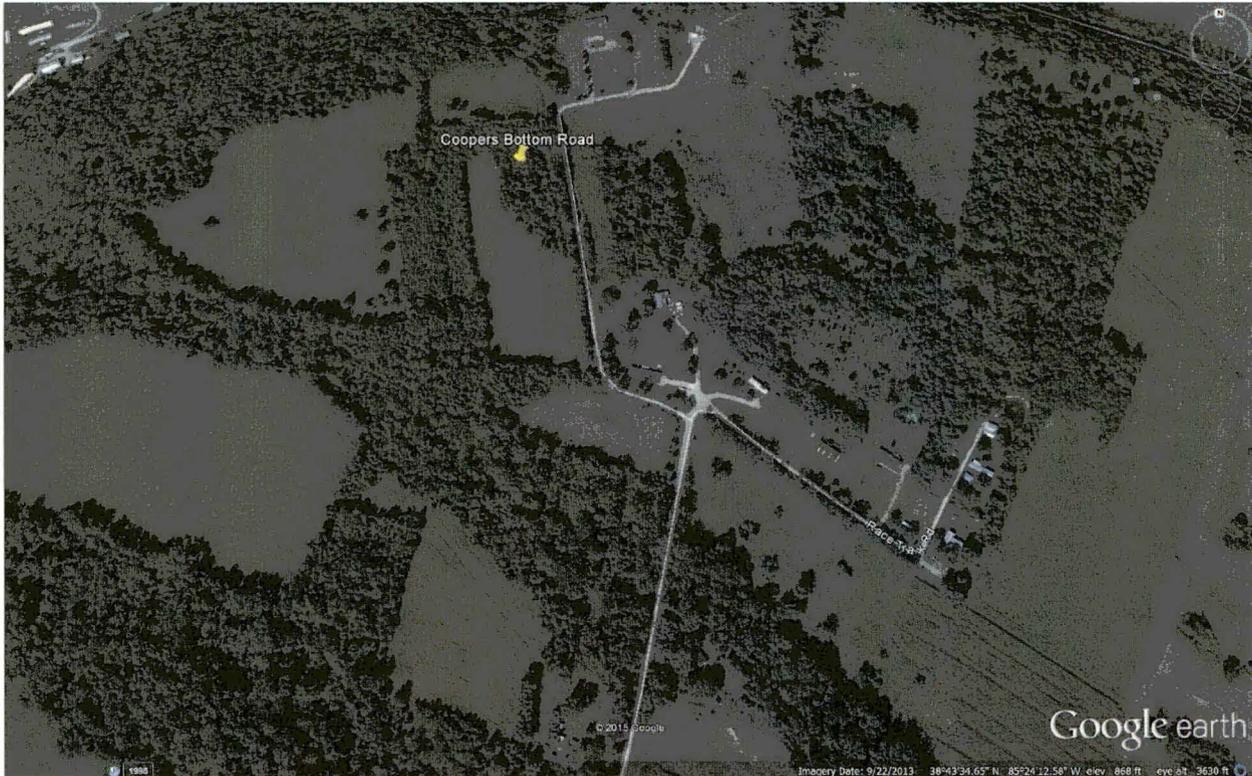
B-2

CERTIFICATE
I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

MARK PATTERSON, PLS #3136 DATE

Driving Directions to Proposed Tower Site – Cooper Bottom Road

1. Beginning at the Trimble County Courthouse, located on Church Street in Bedford, KY, head north on Main Street towards Ransdell Lane.
2. Turn left onto US-421N and travel 10.2 miles.
3. Turn left onto KY-625 S / Peck Pike Road and travel 0.2 miles.
4. Turn right onto Liberty Road and travel 1.6 miles.
5. Turn right onto Race Track Road and travel 0.9 miles. The site is on the left.
6. The site coordinates are
 - a. North $38^{\circ} 43' 42.05''$
 - b. West $85^{\circ} 24' 16.68''$



Prepared by:
Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT M
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

VIA CERTIFIED MAIL

Hon. Jerry L. Powell
P.O. Box 251
Bedford, KY 40006

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2015-00282
Site Name: Coopers Bottom Road

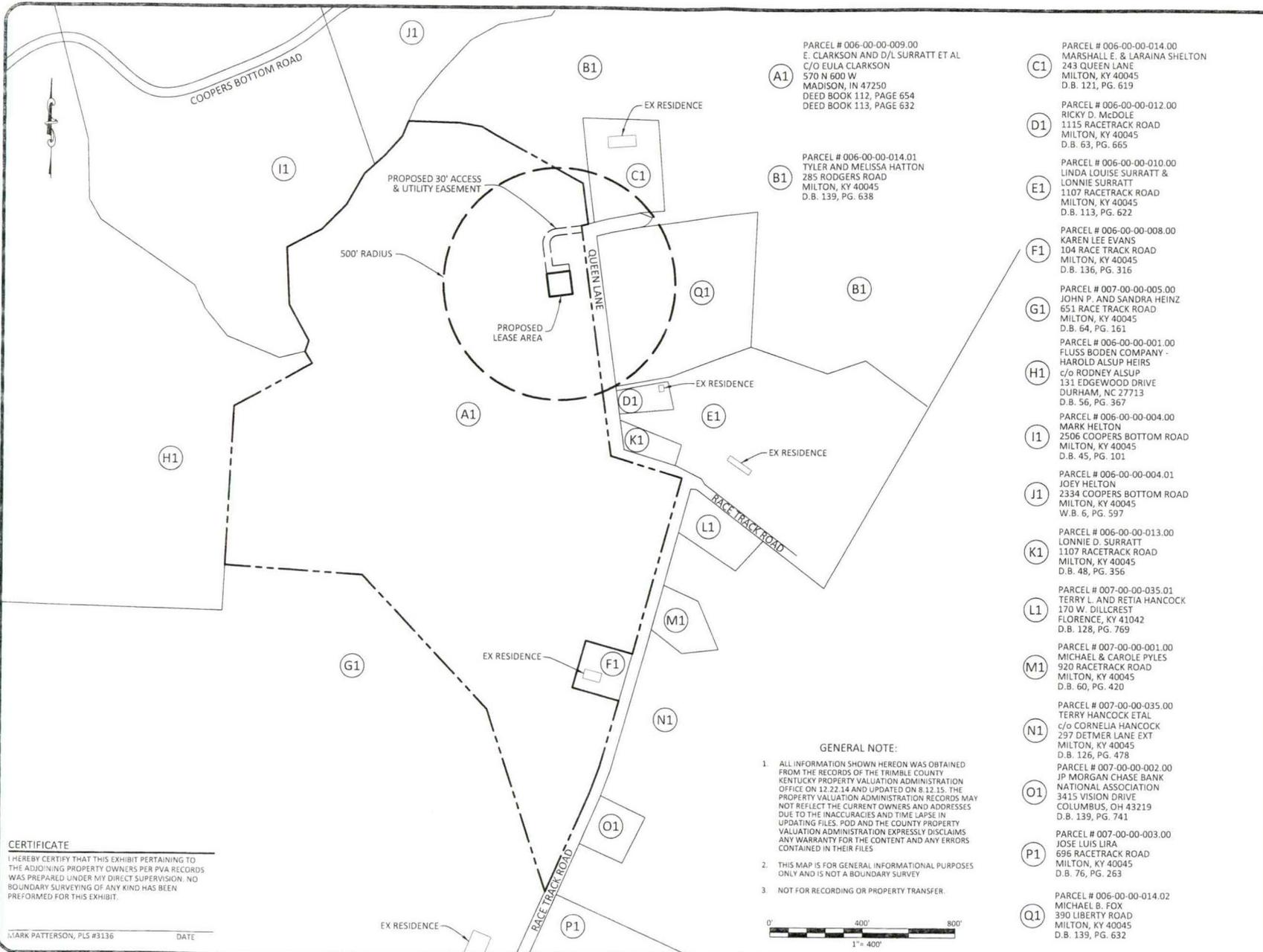
Dear Judge Powell:

Central States Tower II, LLC and Cellco Partnership d/b/a Verizon Wireless filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Racetrack Road, Milton, Kentucky 40045 (38°43'42.05" North latitude, 85°24'16.68" West longitude). The proposed facility will include a 190-foot tall antenna tower, plus a 5-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2015-00282 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us with any comments or questions you may have.

Sincerely,
David A. Pike
Attorney for Applicants
enclosure



PARCEL # 006-00-00-009.00
 E. CLARKSON AND D/L SURRETT ET AL
 C/O EULA CLARKSON
 570 N 600 W
 MADISON, IN 47250
 DEED BOOK 112, PAGE 654
 DEED BOOK 113, PAGE 632

PARCEL # 006-00-00-014.01
 TYLER AND MELISSA HATTON
 285 RODGERS ROAD
 MILTON, KY 40045
 D.B. 139, PG. 638

PARCEL # 006-00-00-014.00
 MARSHALL E. & LARAINA SHELTON
 243 QUEEN LANE
 MILTON, KY 40045
 D.B. 121, PG. 619

PARCEL # 006-00-00-012.00
 RICKY D. MEDOLE
 1115 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 63, PG. 665

PARCEL # 006-00-00-010.00
 LINDA LOUISE SURRETT &
 LONNIE SURRETT
 1107 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 113, PG. 622

PARCEL # 006-00-00-008.00
 KAREN LEE EVANS
 104 RACE TRACK ROAD
 MILTON, KY 40045
 D.B. 136, PG. 316

PARCEL # 007-00-00-005.00
 JOHN P. AND SANDRA HEINZ
 651 RACE TRACK ROAD
 MILTON, KY 40045
 D.B. 64, PG. 161

PARCEL # 006-00-00-001.00
 FLUSS BODEN COMPANY -
 HAROLD ALSUP HEIRS
 C/O RODNEY ALSUP
 131 EDGEWOOD DRIVE
 DURHAM, NC 27713
 D.B. 56, PG. 367

PARCEL # 006-00-00-004.00
 MARK HELTON
 2506 COOPERS BOTTOM ROAD
 MILTON, KY 40045
 D.B. 45, PG. 101

PARCEL # 006-00-00-004.01
 JOEY HELTON
 2334 COOPERS BOTTOM ROAD
 MILTON, KY 40045
 W.B. 6, PG. 597

PARCEL # 006-00-00-013.00
 LONNIE D. SURRETT
 1107 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 48, PG. 356

PARCEL # 007-00-00-035.01
 TERRY L. AND RETIA HANCOCK
 170 W. DILLCREST
 FLORENCE, KY 41042
 D.B. 128, PG. 769

PARCEL # 007-00-00-001.00
 MICHAEL & CAROLE PYLES
 520 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 60, PG. 420

PARCEL # 007-00-00-035.00
 TERRY HANCOCK ETAL
 C/O CORNELIA HANCOCK
 297 DETMER LANE EXT
 MILTON, KY 40045
 D.B. 126, PG. 478

PARCEL # 007-00-00-002.00
 JP MORGAN CHASE BANK
 NATIONAL ASSOCIATION
 3415 VISION DRIVE
 COLUMBUS, OH 43219
 D.B. 139, PG. 741

PARCEL # 007-00-00-003.00
 JOSE LUIS LIRA
 696 RACETRACK ROAD
 MILTON, KY 40045
 D.B. 76, PG. 263

PARCEL # 006-00-00-014.02
 MICHAEL E. FOX
 390 LIBERTY ROAD
 MILTON, KY 40045
 D.B. 139, PG. 632

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE TRIMBLE COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON 12.22.14 AND UPDATED ON 8.12.15. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



SURVEY

| REV. | DATE | DESCRIPTION |
|------|---------|----------------------|
| A | 3.13.15 | UPDATED PVA |
| B | 3.30.15 | UPDATED PVA |
| C | 5.5.15 | OLC COMMENTS |
| D | 6.18.15 | TITLE OWNERSHIP NAME |
| E | 7.14.15 | OLC COMMENTS |
| F | 8.13.15 | UPDATED PVA |
| G | 8.18.15 | OLC COMMENTS |

**SITE INFORMATION:
 LV COOPERS
 BOTTOM ROAD**

RACE TRACK ROAD
 MILTON, KY 40045
 TRIMBLE COUNTY
 TAX PARCEL NUMBER:
 006-00-00-009.00
 PROPERTY OWNER:
 EULA & DELMAR CLARKSON (1/2
 INTEREST) AND
 DOROTHY GRAVES, et al (1/2 INTEREST)
 570 N. 600 WEST
 MADISON, IN 47250
 SOURCE OF TITLE:
 DEED BOOK 112, PAGE 654
 DEED BOOK 113, PAGE 632

SITE NUMBER:

| | |
|-------------|---------|
| POD NUMBER: | 15-4647 |
| DRAWN BY: | DAP |
| CHECKED BY: | MEP |
| DATE: | 2.27.15 |

SHEET TITLE:

**500' RADIUS &
 ABUTTER'S MAP**

SHEET NUMBER:

B-2

CERTIFICATE
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

MARK PATTERSON, PLS #3136 DATE

Driving Directions to Proposed Tower Site – Cooper Bottom Road

1. Beginning at the Trimble County Courthouse, located on Church Street in Bedford, KY, head north on Main Street towards Ransdell Lane.
2. Turn left onto US-421N and travel 10.2 miles.
3. Turn left onto KY-625 S / Peck Pike Road and travel 0.2 miles.
4. Turn right onto Liberty Road and travel 1.6 miles.
5. Turn right onto Race Track Road and travel 0.9 miles. The site is on the left.
6. The site coordinates are
 - a. North $38^{\circ} 43' 42.05''$
 - b. West $85^{\circ} 24' 16.68''$



Prepared by:
Aaron L. Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT N
COPY OF POSTED NOTICES

SITE NAME: COOPERS BOTTOM ROAD
NOTICE SIGNS

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word “**tower**,” which is at least four (4) inches in height.

Central States Tower III, LLC and Celco Partnership d/b/a Verizon Wireless propose to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2015-00282 in your correspondence.

Central States Tower III, LLC and Celco Partnership d/b/a Verizon Wireless proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2015-00282 in your correspondence.

EXHIBIT O
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

85-30-00 W

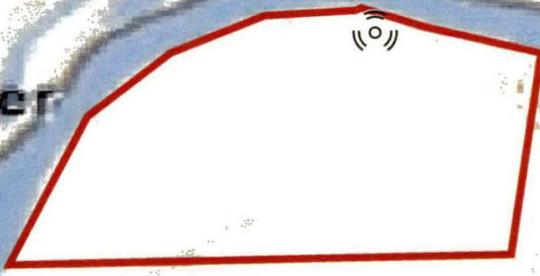
Coopers Bottom Road

7



Madison

Hanover



Carroll
Trimble

85-30-00 W

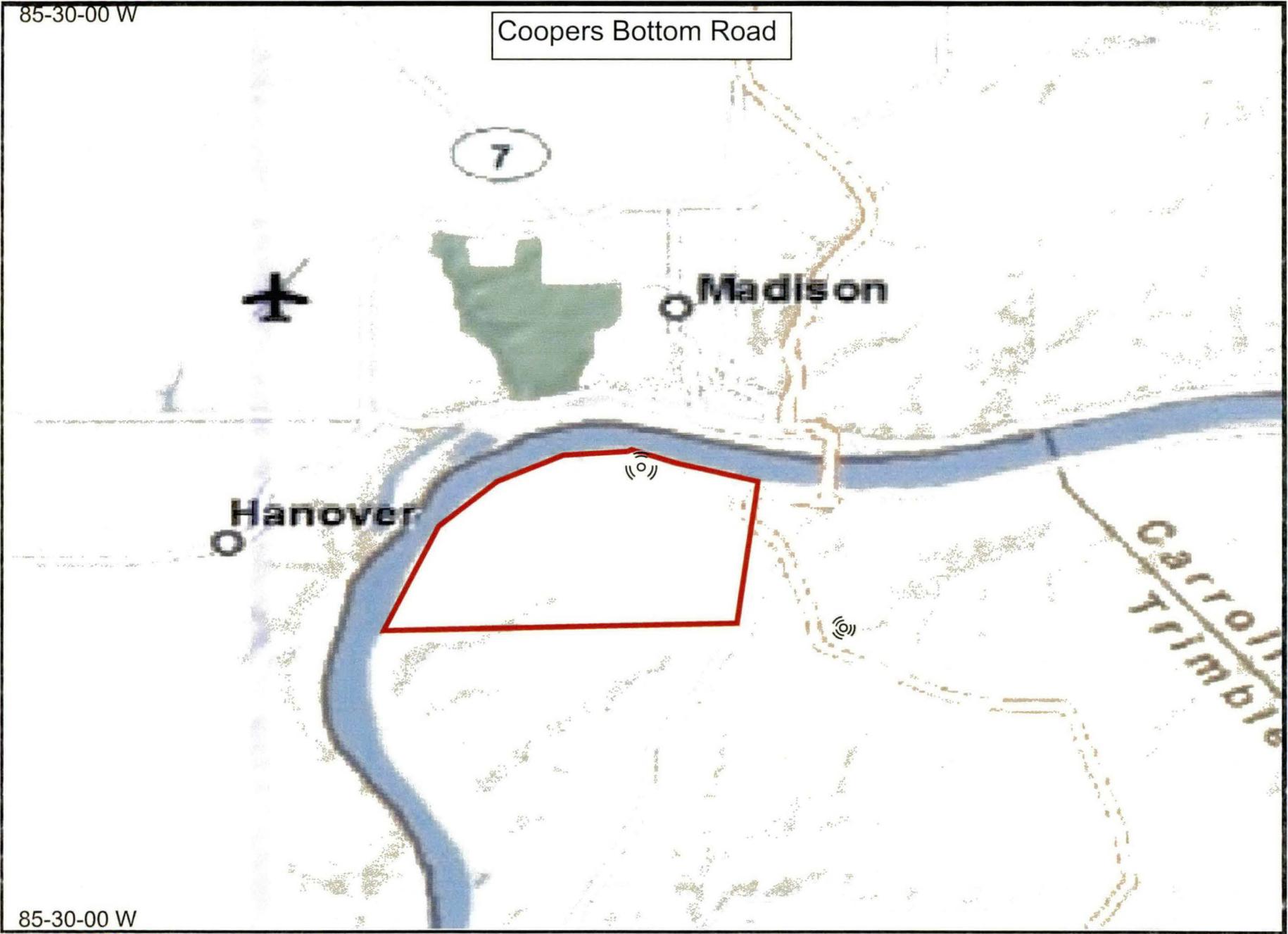


EXHIBIT P
RADIO FREQUENCY REPORT



August 13, 2015

RE: Proposed Verizon Wireless Communications Facility
Site Name: Coopers Bottom Rd

To Whom It May Concern:

As a radio frequency engineer for Verizon Wireless, I am providing this letter to state the need for the Verizon Wireless site called Coopers Bottom Rd and its compliance to RF emission standards as set by FCC. The Coopers Bottom Rd cell site is necessary to achieve capacity needs in the area of Milton, KY, Coopers Bottom Rd, Liberty Rd and Fisher Ridge Rd as well as the surrounding areas. This site is necessary to provide this capacity and coverage that cannot be established in any other manner. Coopers Bottom Rd will provide new capacity to offload the Milton and Madison sites. Both sites are current operating at or near maximum capacity in this area of the Verizon Wireless Network, limiting customer access to the network. This new tower is required as there is no other means of providing this service in this area.

Whenever possible, Verizon Wireless seeks out colocation opportunities. Colocation allows Verizon Wireless to increase capacity, coverage and services in a targeted area in a more timely manner and at less cost than building a new raw land site. In this search area no colocation possibilities were available.

The site will provide the quality coverage our customers expect and rely on; customers will experience access to mobile voice and wireless data services previously unavailable, and support Homeland Security through enhanced 911 services.

This cell site has been designed, and will be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

RF emission readings at this site in the accessible areas would be well below the applicable limits for FCC Uncontrolled/General Population and FCC Controlled/Occupational environments as outlined in 47 CFR 1.1301 through 1.1319. The site would carry appropriate RF emission signage to the public entering the site area.

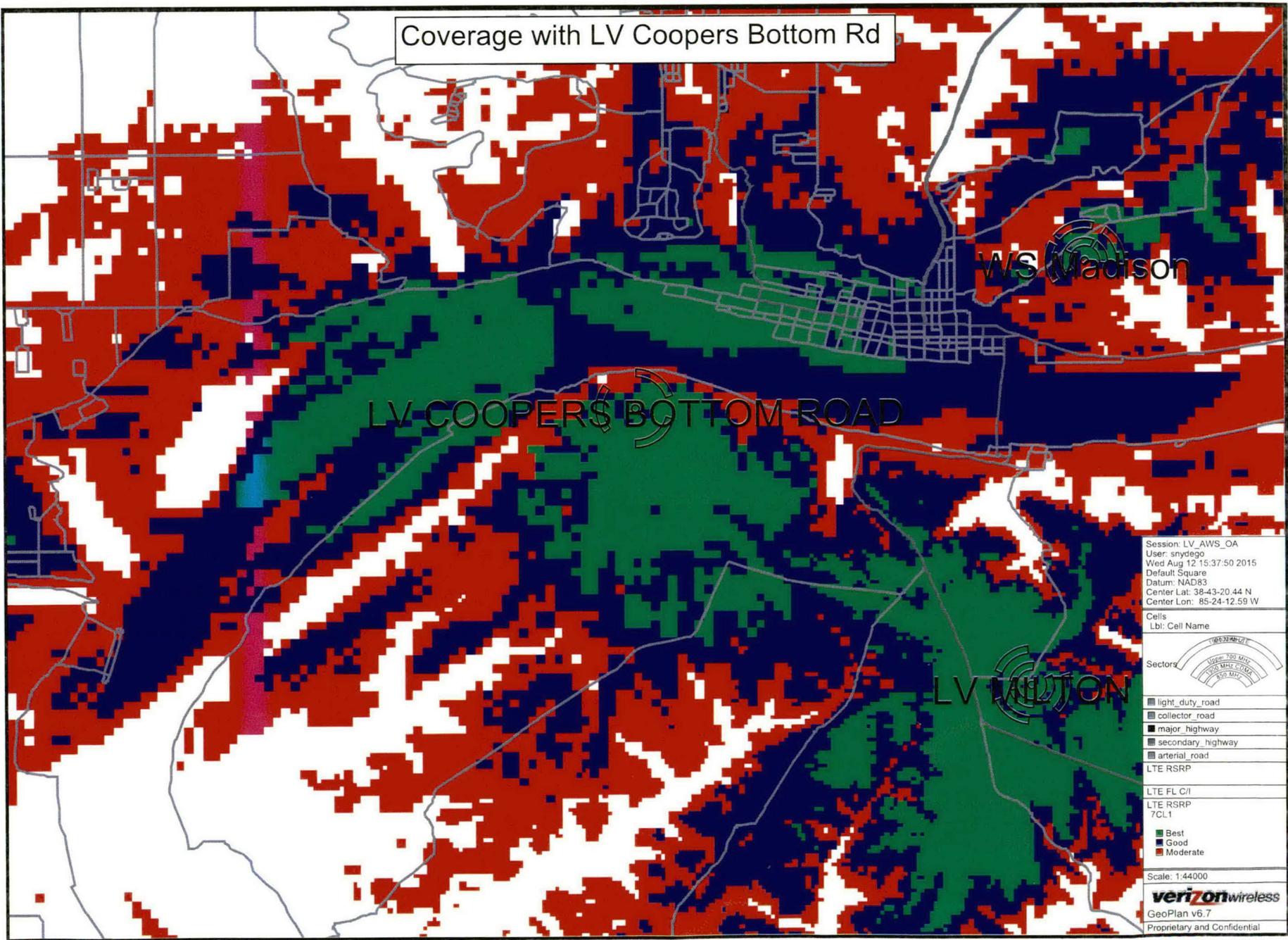
This site would transmit frequencies within the licensed frequency bands and the power limitations set by FCC regulatory authority. The site would go through the complete rigorous regulatory process before it comes on-air to provide service to our customers.

Sincerely,

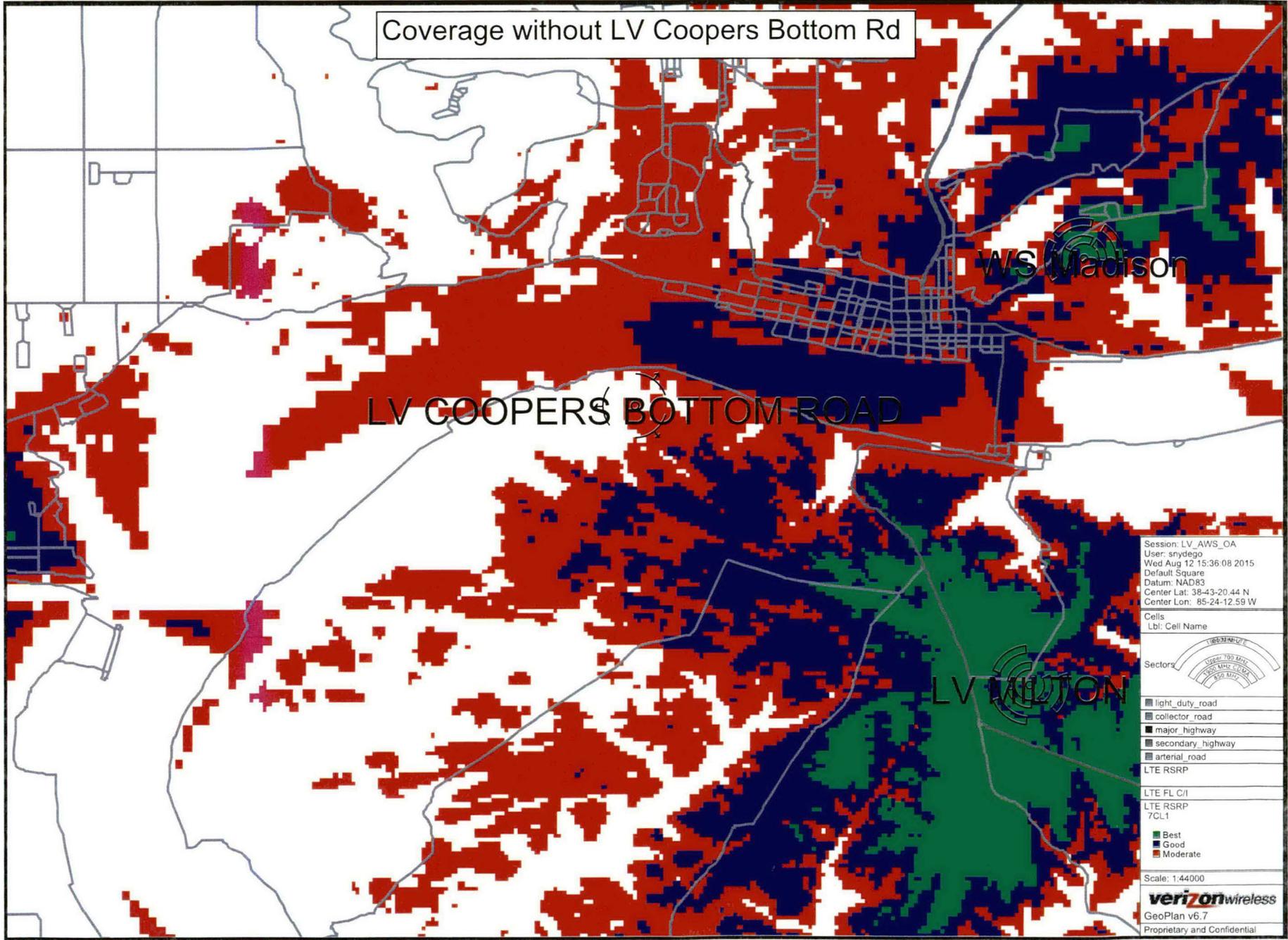
A handwritten signature in black ink, appearing to read "Gordon Snyder", written over a white background.

Gordon Snyder
RF Engineer, Verizon Wireless

Coverage with LV Coopers Bottom Rd



Coverage without LV Coopers Bottom Rd



WS Madison

LV COOPERS BOTTOM ROAD

LV MADISON

Session: LV_AWS_OA
User: snydego
Wed Aug 12 15:36:08 2015
Default Square
Datum: NAD83
Center Lat: 38-43-20.44 N
Center Lon: 85-24-12.59 W

Cells
Lb: Cell Name

Sectors

light_duty_road
collector_road
major_highway
secondary_highway
arterial_road

LTE RSRP

LTE FL C/I

LTE RSRP
7CL1

Best
Good
Moderate

Scale: 1:44000

verizonwireless

GeoPlan v6.7
Proprietary and Confidential