

# BRIGGS LAW OFFICE, PSC

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todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

November 18, 2014

Via FedEx Overnight Delivery

RECEIVED

NOV 20 2014

PUBLIC SERVICE  
COMMISSION

Kentucky Public Service Commission  
Attn: Linda Faulkner  
Director, Division of Filings  
211 Sower Boulevard  
Frankfort, KY 40602

**RE: Application to Construct Wireless Communications Facility  
Case Number: 2014-00387**

Dear Ms. Faulkner,

On behalf of my client, New Cingular Wireless PCS, LLC, I hereby submit an original and five (5) copies of an Application for a Certificate of Public Convenience and Necessity to Construct a Wireless Communications Facility.

Please contact me if you require any further documentation or have any questions concerning this application.

Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosures

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

In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT )CASE: **2014-00387**  
A WIRELESS COMMUNICATIONS FACILITY AT )  
CAMELOT DRIVE, CATLETTSBURG )  
BOYD COUNTY, KENTUCKY, 41129 )

RECEIVED

SITE NAME: WV273

NOV 20 2014

PUBLIC SERVICE  
COMMISSION

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting the 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 Applicant with wireless telecommunication services. In support of this Application, Applicant respectfully provides and states the following:

1. The complete name and address of the Applicant is: New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility having a mailing address of 1936 Blue Hills Drive NE, Roanoke, VA 24012.

2. Applicant is a Delaware limited liability company and copies of its Delaware Certificate of Formation and Certificate of Amendment are attached as

**Exhibit A.** A copy of the Certificate of Authority to transact business in the Commonwealth of Kentucky is also included as a part of **Exhibit A.**

3. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve Applicant's services to an area currently not served or not adequately served by Applicant by enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. A statement from Applicant's RF Design Engineer outlining said need is attached as **Exhibit N.** The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

4. To address the above-described service needs, Applicant proposes to construct a WCF in Boyd County located at Camelot Drive, Catlettsburg, Kentucky 41129 (38° 25' 30.0" North Latitude, 82° 39' 40.7" West Longitude (NAD 83)), in an area which is outside the jurisdiction of a planning commission. Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.040, 278.650, and 278.665. The property in which the WCF will be located is currently owned by Kings Crossing, LLC, a Kentucky limited liability company, pursuant to that Deed of record in Deed Book 736, Page 722 in the Office of the Boyd County Clerk. The proposed WCF will consist of a 195 foot self-support tower with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 199 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gate(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B.**

5. A vertical profile sketch of the tower indicating the height of the tower and the placement of all antennas is attached as **Exhibit C.** Tower and Foundation design plans and a description of the standards according to which

the tower was designed which have been signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit D**.

6. A geotechnical engineering report was performed at the WCF site by ECS Central, PLLC of Franklin, Tennessee, dated April 11, 2014 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in Kentucky who prepared the report are included as part of **Exhibit E**.

7. A list of public utilities, corporations, and/or persons with whom the proposed WCF is likely to compete is attached as **Exhibit F**. Maps of suitable scale showing the location of the proposed WCF as well as the location of any like facilities owned by others located anywhere within the map area are also included in **Exhibit F**.

8. A Federal Airways & Airspace Study was completed and determined that the proposed WCF would not be considered an obstruction to air navigation by the Federal Aviation Administration and therefore notice of proposed construction is not required. The said report is attached as **Exhibit G**. The proposed WCF does not require a permit from the Kentucky Airport Zoning Commission as confirmed by John Houlihan, Administrator, in an email dated October 31, 2014 and also attached as **Exhibit G**.

9. Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable federal requirements. Copies of the license(s) are attached as **Exhibit H**. The WCF has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations. Appropriate FCC required signage will be posted on the site.

10. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Map, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) Community Panel No. 21019C0066D dated August 5, 2013, indicates that the proposed WCF is not located within any flood hazard area.

11. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is Bryan Cline, of Bechtel Communications, Inc.

12. Clear directions to the proposed WCF site from the county seat are attached as **Exhibit I**, including the name and telephone number of the preparer. A copy of the lease for the property on which the tower is proposed to be located is included as part of **Exhibit I**.

13. Applicant has notified, by certified mail, return receipt requested, every person of the proposed construction who, according to the records of the Boyd County Property Valuation Administrators, owns property which is within 500 feet of the proposed tower or is contiguous to the site property. Applicant included in said notices the docket number under which the Application will be processed and informed each person of his or her right to request intervention. A list of the property owners who received notices along with the notices are attached as **Exhibit J**.

14. Applicant has notified the Boyd County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and informed the Boyd County Judge Executive of his right to request intervention. A copy of the notice is attached as **Exhibit K**.

15. Pursuant to 807 KAR 5:063, Applicant affirms that two(2) notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. Copy of the posted text is attached as **Exhibit L**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (*The Independent*).

16. The site of the proposed WCF is located in a rural/wooded area near Catlettsburg, Kentucky.

17. Applicant has considered the likely effects of the proposed construction on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided. Applicant carefully evaluated locations within the search area for co-location opportunities and found no suitable towers or other existing structures that met the requirements necessary in providing adequate service to the area. A statement from Applicant's site acquisition specialist is attached as **Exhibit N**. When suitable towers or structures exist, Applicant has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the Applicant's facilities.

18. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.

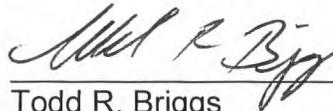
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Todd R. Briggs  
Briggs Law Office, PSC  
4965 U.S. Hwy 42

Suite 1000  
Louisville, KY 40222  
(502) 412-9222  
[todd@briggslawoffice.net](mailto:todd@briggslawoffice.net)

WHEREFORE, Applicant respectfully requests that the PSC accept the foregoing application for filing and enter an order granting a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed WCF and providing for such other relief as is necessary and appropriate.

Respectfully submitted,



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4965 U.S. Hwy 42  
Suite 1000  
Louisville, KY 40222  
Telephone 502-412-9222  
Counsel for New Cingular Wireless PCS, LLC

## LIST OF EXHIBITS

Exhibit A	Certificate of Authority and Corporate Documents
Exhibit B	Site Development Plan and Survey
Exhibit C	Vertical Tower Profile
Exhibit D	Structural and Foundation Design Report
Exhibit E	Geotechnical Engineering Report
Exhibit F	Competing Utilities List and Map of Like Facilities, General Area
Exhibit G	Federal Airways & Airspace Study KAZC Email
Exhibit H	FCC Documentation
Exhibit I	Directions to Site and Copy of Lease Agreement
Exhibit J	Notification Listing and Copy of Property Owner Notifications
Exhibit K	Copy of County Judge Executive Notice
Exhibit L	Copy of Posted Notices
Exhibit M	Map of Search Area
Exhibit N	RF Engineer Statements Site Acquisition Statement

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Telephone 502-412-9222  
Counsel for New Cingular Wireless PCS, LLC

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## Exhibit A

**Commonwealth of Kentucky  
Trey Grayson, Secretary of State**

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

**Certificate of Authorization**

Authentication number: 104309

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

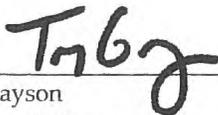
**NEW CINGULAR WIRELESS PCS, LLC**

, a limited liability company authorized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 30<sup>th</sup> day of September, 2010, in the 219<sup>th</sup> year of the Commonwealth.



  
\_\_\_\_\_  
Trey Grayson  
Secretary of State  
Commonwealth of Kentucky  
104309/0481848

# Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS PCS, LLC", CHANGING ITS NAME FROM "AT&T WIRELESS PCS, LLC" TO "NEW CINGULAR WIRELESS PCS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:07 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 7:30 O'CLOCK P.M.

2445544 8100

040770586



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3434823

DATE: 10 26 04

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:20 AM 10/26/2004  
FILED 11:07 AM 10/26/2004  
SRV 040770586 - 2445544 FILE

CERTIFICATE OF AMENDMENT  
TO THE CERTIFICATE OF FORMATION  
OF  
AT&T WIRELESS PCS, LLC

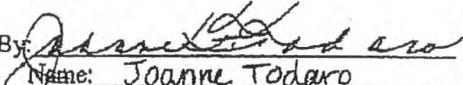
1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").
2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:  
  
"FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 26, 2004.

*[Signature on following page]*

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 26<sup>th</sup> day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

By:   
Name: Joanne Todaro  
Title: Assistant Secretary

STATE OF DELAWARE  
SECRETARY OF STATE: DT FAX 425 828 1900  
DIVISION OF CORPORATIONS  
FILED 04:30 PM 09/07/1999  
991373168 - 2445544

AT&T LEGAL

@ 003

STATE OF DELAWARE  
CERTIFICATE OF FORMATION OF  
AT&T WIRELESS PCS, LLC

The undersigned authorized person hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST: The name of the limited liability company is AT&T Wireless PCS, LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this 7 day of September, 1999.

AT&T WIRELESS SERVICES, INC.,  
As Authorized Person



Mark U. Thomas, Vice President

## Exhibit B

Copyright © Bechtel Corporation 2013. This item contains confidential information proprietary to Bechtel that is not to be used, disclosed, or reproduced in any format by any non-Bechtel party without Bechtel's prior written permission. Notwithstanding the above, "AT&T Mobility" has the right to use the information contained in this document pursuant to Agreement No. 20110901.005.C between Bechtel Communications Inc. and "AT&T Mobility, LLC". All rights reserved.  
01-20-14 - ALAN VALVERDE 14:10:42 Y:/Drawings - 2013/AT&T/Bechtel/WV273A/CD's - REV 2 - 2014-1-20/T1.dwg

**PROJECT INFORMATION**

SCOPE OF WORK: PROPOSED AT&T ANTENNAS MOUNTED TO A PROPOSED SELF SUPPORT TOWER. EQUIPMENT SHELTER WILL BE LOCATED WITHIN A PROPOSED FENCED COMPOUND. SITE IS AN UNMANNED TELECOMMUNICATIONS FACILITY.  
 SITE ADDRESS: CAMELOT DRIVE, CATLETTSBURG, KENTUCKY 41129  
 LATITUDE: N 38° 25' 30.02"  
 LONGITUDE: W 82° 39' 40.72"  
 GROUND ELEVATION: 868.37' AMSL

**SITE DETAILS**

TAX MAP: 032-00-00-035.29  
 DEED BOOK: 736  
 PAGE: 722  
 JURISDICTION: BOYD COUNTY  
 ZONING: NO ZONING  
 PROPOSED USE: TELECOMMUNICATIONS FACILITY  
 PROPERTY OWNER: KINGS CROSSING  
 NAME OF APPLICANT: AT&T MOBILITY  
 SQUARE FOOT AREA OF SHELTER & SLAB: 320 S.F.

**UTILITY INFORMATION**

POWER: AEP (800) 277-2177  
 TELCO: FRONTIER (800) 921-8101

**DRAWING INDEX**

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**NOTES**

NOTE: MAGNETIC DECLINATION - 6.93° W CHANGING BY 0.06° W PER YEAR AS OF 11/13/14



**at&t**

**WV273A  
12880005**

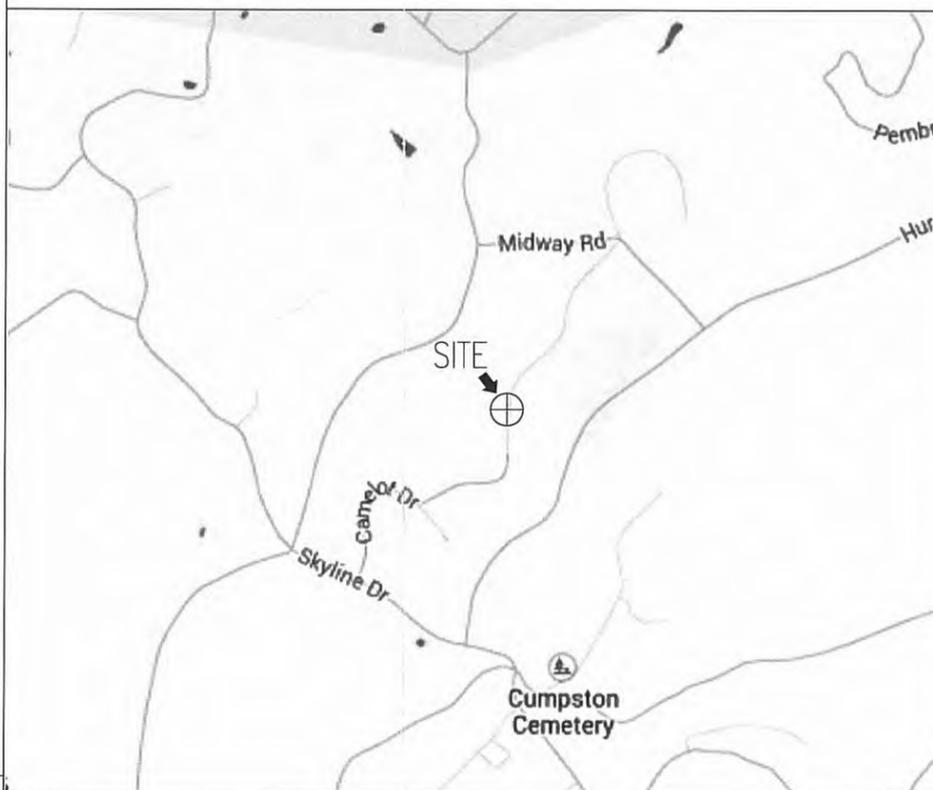
**A/E DOCUMENT REVIEW STATUS**

STATUS CODE:				
1		ACCEPTED - WITH MINOR OR NO COMMENTS, CONSTRUCTION MAY PROCEED		
2		NOT ACCEPTED - PLEASE RESOLVE COMMENTS AND RESUBMIT		
ACCEPTANCE DOES NOT CONSTITUTE APPROVAL OF DESIGN DETAILS, CALCULATIONS, ANALYSIS, TEST METHODS OR MATERIALS DEVELOPED OR SELECTED BY THE SUBCONTRACTOR AND DOES NOT RELIEVE SUBCONTRACTOR FROM FULL COMPLIANCE OBLIGATIONS.				
	ENG	CONST	COMPLIANCE	SA
REVIEWED				
STATUS BY				DATE

**VICINITY MAP**

**DIRECTION: STARTING FROM 80 GRACE DRIVE, HURRICANE, WV 25526**

HEAD NORTHEAST ON GRACE DR TOWARD HURRICANE CREEK RD 0.1 MI TURN RIGHT ONTO HURRICANE CREEK RD 0.2 MI TURN RIGHT TO MERGE ONTO I-64 W TOWARD HUNTINGTON ENTERING KENTUCKY 34.3 MI TAKE EXIT 191 TO MERGE ONTO US-23 N/LOUISA RD TOWARD ASHLAND 0.7 MI TURN LEFT ONTO KENTUCKY 538/LAKE BONITA RD CONTINUE TO FOLLOW KENTUCKY 538 4.6 MI TURN RIGHT ONTO BAYLESS HILL RD 0.7 MI TAKE THE 1ST LEFT ONTO SKYLINE DR 0.4 MI TAKE THE 2ND RIGHT ONTO CAMELOT DR DESTINATION WILL BE ON THE RIGHT.



**SCALE: 1"=2000'**

**APPLICABLE BUILDING CODES AND STANDARDS**

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

BUILDING CODE:  
2007 KENTUCKY BUILDING CODE (KBC) [BASED ON THE 2006 INTERNATIONAL BUILDING CODE (IBC)]

ELECTRICAL CODE:  
NFPA70 NATIONAL ELECTRICAL CODE (EFFECTIVE FEBRUARY 2012)

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:  
 AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE  
 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION  
 TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES:  
 TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM  
 IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS

TELCORDIA GR-1503, COAXIAL CABLE CONNECTIONS

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

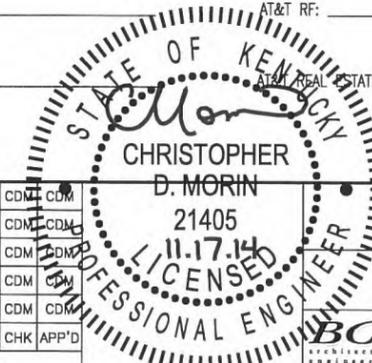
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

**CODE ANALYSIS**

CONSTRUCTION TYPE: IIB  
 USE GROUP: U - UTILITY  
 OCCUPANT LOAD: N/A (UNOCCUPIED)  
 EXITS: N/A  
 FIRE SUPPRESSION: NO  
 FIRE ALARM: YES  
 INCIDENTAL USE AREAS: NONE

AT&T CONSTRUCTION: \_\_\_\_\_ AT&T RF: \_\_\_\_\_

AT&T COMPLIANCE: \_\_\_\_\_ AT&T REAL ESTATE: \_\_\_\_\_



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

**WV273A  
12880005**  
 SITE ADDRESS:  
 CAMELOT DRIVE  
 CATLETTSBURG, KENTUCKY 41129



5	11-17-14	CITY & ZIP UPDATED	AV	CDM	CDM
4	11-13-14	COUNTY COMMENTS	AV	CDM	CDM
3	10-29-14	COUNTY COMMENTS	AV	CDM	CDM
2	1-20-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM
1	1-14-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE:	AS SHOWN	DESIGNED C. MORIN	DRAWN AV		

BC ARCHITECTS ENGINEERS  
 FALLS CHURCH, VA

TITLE SHEET

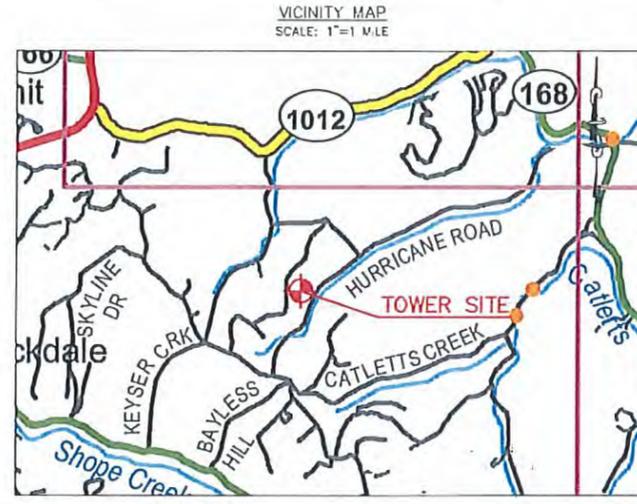
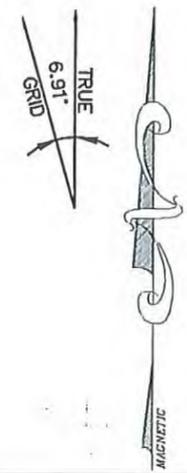
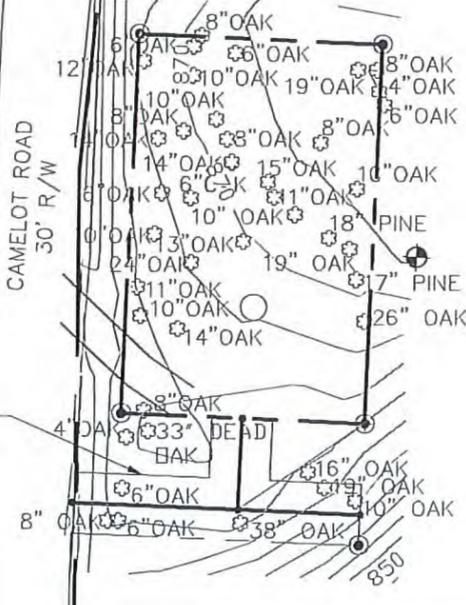
DRAWING NUMBER	REV
T-1	4

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POWER POLE  
93-414

STATE OF KENTUCKY  
**JASON D. LEADINGHAM**  
 8791  
 LICENSED PROFESSIONAL LAND SURVEYOR

LINE	BEARING	DISTANCE
L1	N 87°45'21" W	80.00'
L2	N 02°14'39" E	125.00'
L3	S 87°45'21" E	80.00'
L4	S 02°14'39" W	125.00'
L5	S 02°14'39" W	19.96'
L6	S 87°44'21" E	39.99'
L7	N 87°44'21" W	54.34'
L8	S 87°45'21" E	40.00'
L9	S 55°24'30" W	49.98'



**LEGEND**

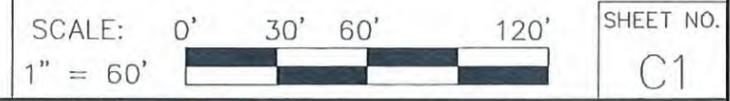
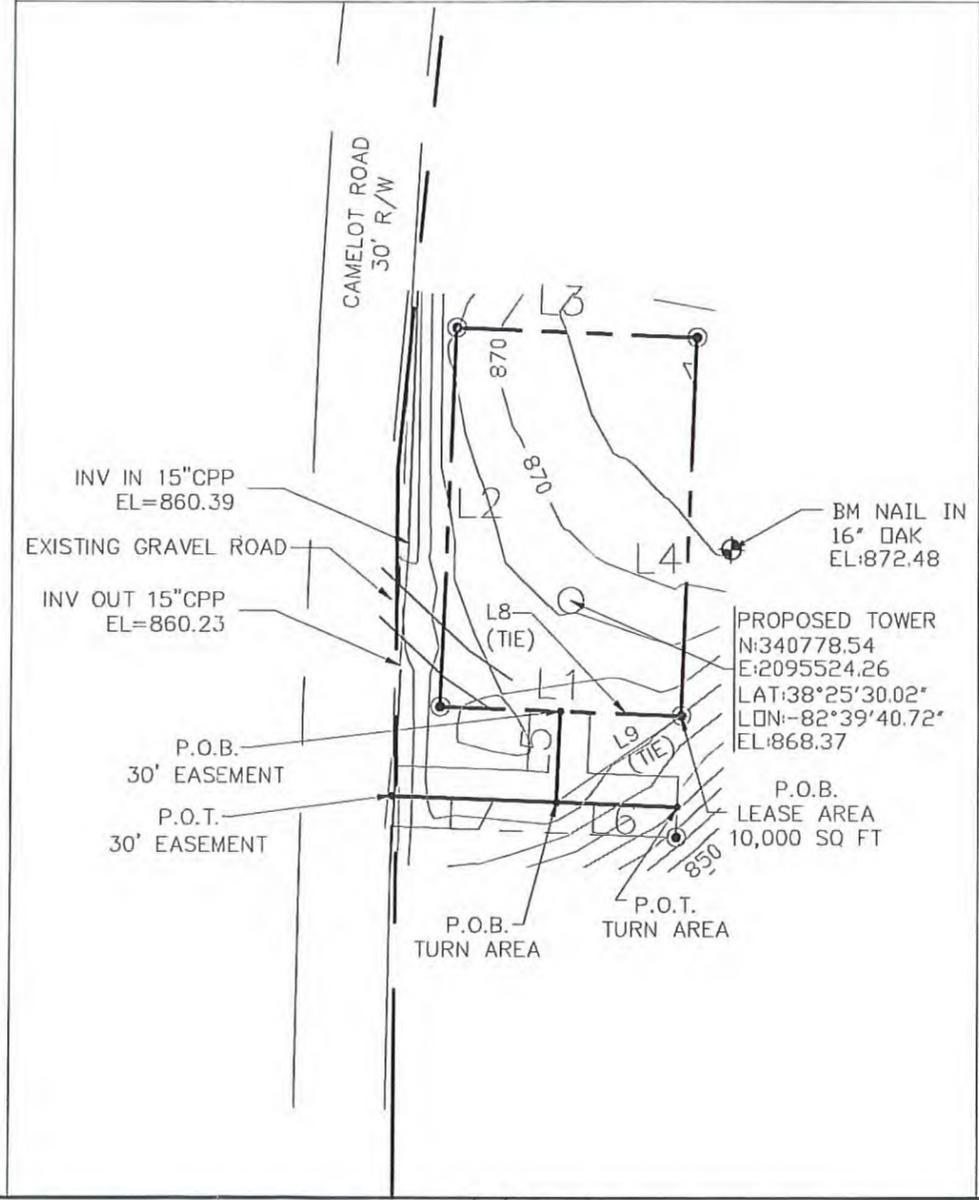
CH. LNK. FENCE	-o-	GROUND ROD	+
B. WIRE FENCE	-x-	PROP. CORNER	⊙
POWER LINE	-P-	POWER POLE	⊕
TELE. LINE	-T-	PP W/ G. WIRE	⊕
GUARD RAIL	-H-	LIGHT POLE	⊕
FIRE HYDRANT	⊕	BM OR GPS PT	⊕
WATER VALVE	⊕	ELEC. RACK	⊕
WATER METER	⊕	ICE BRIDGE	⊕
TELE. BOX	⊕	CONC. PAD	⊕
S.S. MH	⊕	EQUIP. PAD	⊕
STORM MH	⊕	POWER BOX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

REFERENCE:  
1.) DB 736 PG 722

- NOTES:
- 1) THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
  - 2) ALL BEARINGS ARE KENTUCKY STATE GRID, ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 88.
  - 3) TAX MAP PARCEL NO. 032-00-00-035.29
  - 4) THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER BOYD COUNTY TAX MAPS.
  - 5) RATIO OF PRECISION = 1/10,000.
  - 6) AREA BY COORDINATE METHOD.
  - 7) THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.
  - 8) BEING SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHT OF WAYS, EASEMENTS, UTILITIES, COVENANTS, EXCEPTIONS, CONVEYANCES, LEASES, AND EXCLUSIONS PREVIOUSLY IMPOSED AND APPEARING OF RECORD, AND THOSE NOT OF RECORD

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

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 21019C0066D DATED 8/5/2013; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS LOCATED IN "ZONE X" WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE A, B, OR V.



5651 COLUMBIA PkE, SUITE 200  
FALLS CHURCH, VA 22041-2858  
TEL: (703) 671-6000  
FAX: (703) 671-6300

WV273A  
 SITE ADDRESS:  
 CAMELOT DRIVE  
 ASHLAND, KY 41102



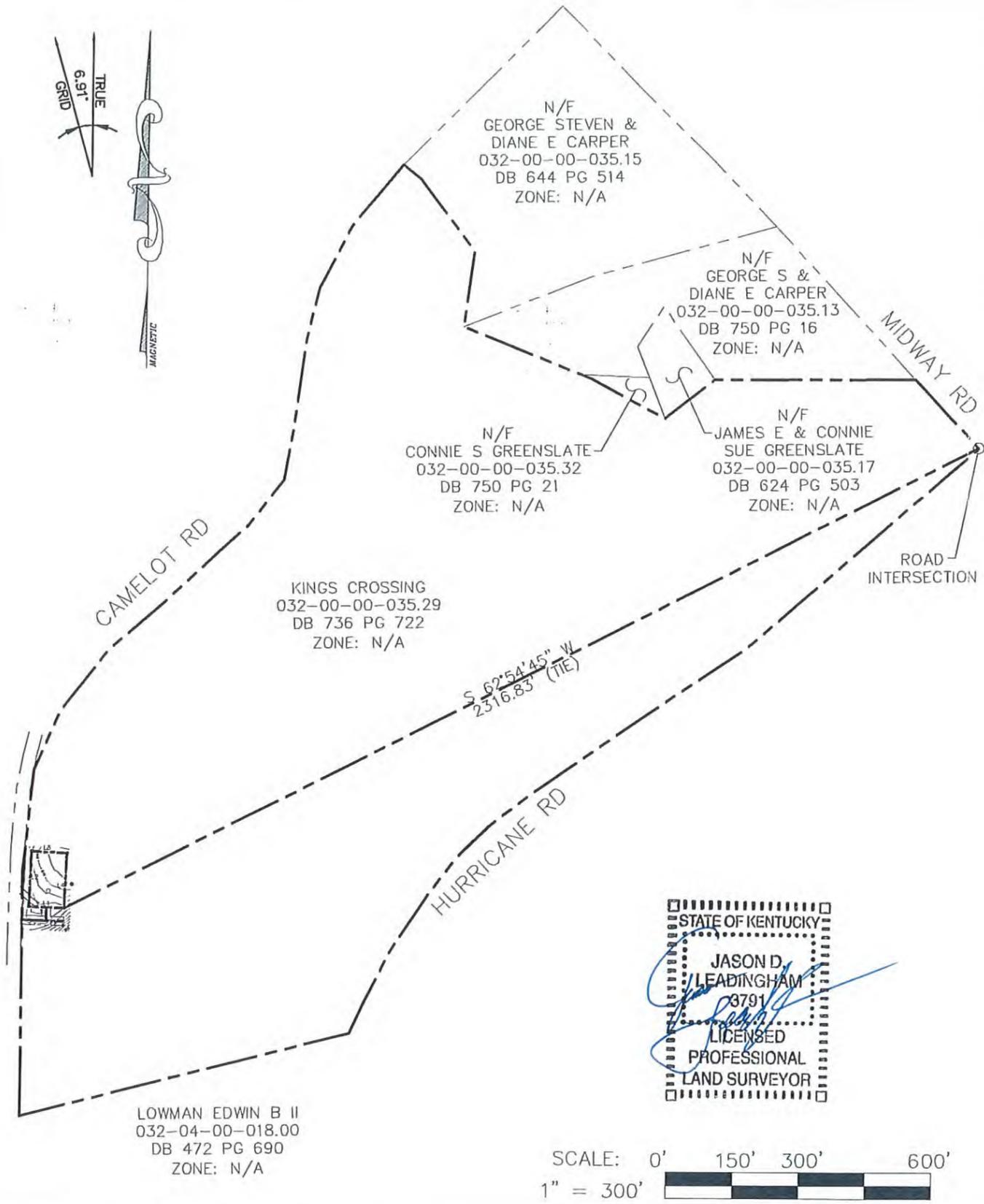
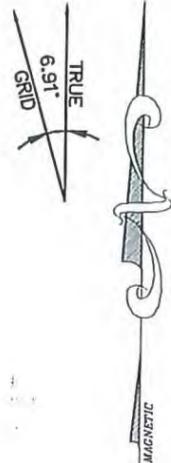
NO.	DATE	REVISIONS	BY	CHK	APP'D
2					
1					
0					
B					
A					

SCALE: AS SHOWN    DESIGNED C. MORIN    DRAWN CR

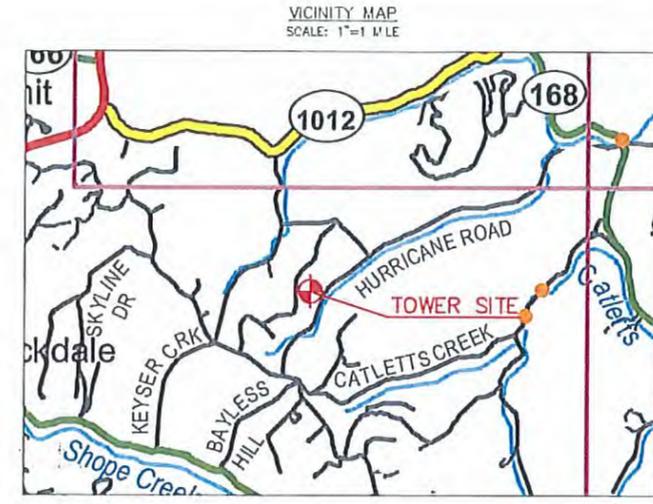


BC ARCHITECTS ENGINEERS FALLS CHURCH, VA	
ASHLAND, KY SITE: 150948	
DRAWING NUMBER	REV
WV 273A	A

d:\wallace V:\2027\temporary\BC ARCHITECTS\NEW SITES 8-30-13\WV273A\From Josh\WV273A\_recover.dwg Plotted: 11/13/13 at 11:05am  
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STATE OF KENTUCKY  
 JASON D. LEADINGHAM  
 3791  
 LICENSED PROFESSIONAL LAND SURVEYOR



**30' ACCESS, UTILIT. AND MAINTENANCE EASEMENT**  
 BEGINNING AT A POINT LOCATED ON A LINE COMMON TO LEASE AREA, WHICH BEARS S 87° 45' 21" E A DISTANCE OF 40.00' FROM A REBAR SET AT THE SOUTH EASTERN MOST CORNER OF SAID LEASE AREA; THENCE S 02°14'39" W A DISTANCE OF 19.96' FEET TO A POINT; THENCE N 87°44'21" W A DISTANCE OF 54.34' FEET TO THE POINT OF TERMINUS, CONTAINING 2,281.77 SQ FT

**TURN AREA #1**  
 BEGINNING AT A POINT IN THE ABOVE MENTIONED CENTERLINE WHICH BEARS S 55° 24' 30" W A DISTANCE OF 49.98 FEET FROM AN IRON REBAR SET AT THE SOUTH EASTERN MOST CORNER OF SAID LEASE AREA; THENCE S 87° 44' 21" E A DISTANCE OF 40.00' FEET TO THE POINT OF TERMINUS.

**LEASE AREA**  
 BEGINNING AT A REBAR SET AT THE SOUTH EASTERN MOST CORNER OF LEASE AREA WHICH BEARS S 62°54'45" W A DISTANCE OF 2316.83 FEET FROM A ROAD INTERSECTION; THENCE N 87°45'21" W A DISTANCE OF 80.00'; THENCE N 02°14'39" E A DISTANCE OF 125.00'; THENCE N 87°45'21" E A DISTANCE OF 80.00'; THENCE S 02°14'39" W A DISTANCE OF 125.00' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE LEASE AREA CONTAINING 10,000.00 SQ FT/ 0.23 ACRES.

**LEGEND**

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

REFERENCE:  
 1.) DB 736 PG 722

- NOTES:**
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  - 3) TAX MAP PARCEL NO. 032-00-00-035.29
  - 4) THERE ARE NO ZONING RESTRICTIONS IN THIS AREA. PER BOYD COUNTY TAX MAPS.
  - 5) RATIO OF PRECISION = 1/10,000.
  - 6) AREA BY COORDINATE METHOD.
  - 7) THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE.
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SHEET NO.  
 C2



5651 COLUMBIA PkE, SUITE 200  
 FALLS CHURCH, VA 22041-2658  
 TEL: (703) 671-6000  
 FAX: (703) 671-6300

WV273A  
 SITE ADDRESS:  
 CAMELOT DRIVE  
 ASHLAND, KY 41102



2					
1					
0					
B					
A					
NO.	DATE	REVISIONS	BY	CHK	APP'D
SCALE: AS SHOWN		DESIGNED C. MORIN	DRAWN CR		



BC ARCHITECTS ENGINEERS  
 FALLS CHURCH, VA  
 ASHLAND, KY  
 SITE: 150948  
 DRAWING NUMBER  
 WV 273A  
 REV  
 A

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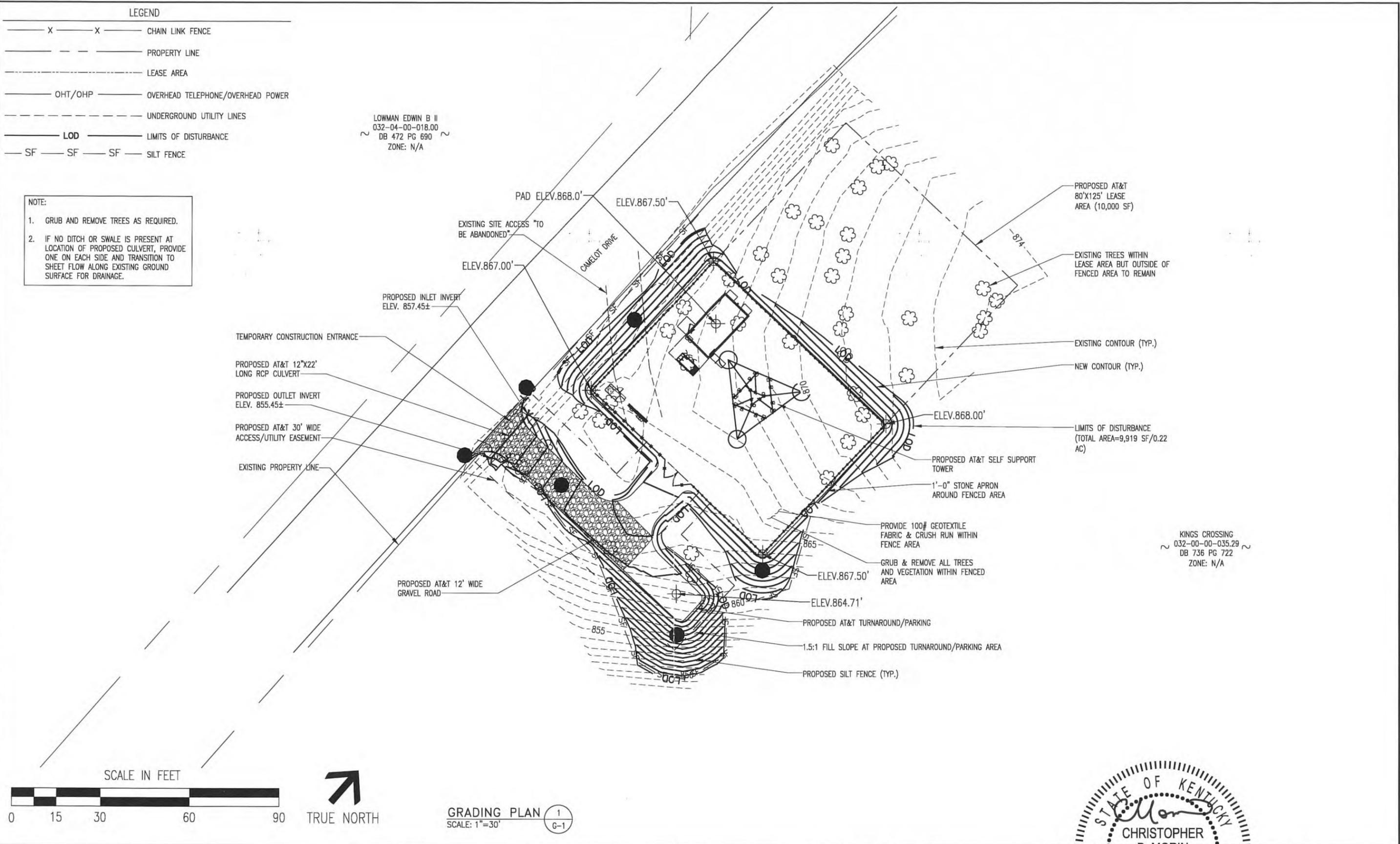
LEGEND

- X — X — CHAIN LINK FENCE
- — — — — PROPERTY LINE
- - - - - LEASE AREA
- OHT/OHP — OVERHEAD TELEPHONE/OVERHEAD POWER
- - - - - UNDERGROUND UTILITY LINES
- LOD — LIMITS OF DISTURBANCE
- SF — SF — SF — SILT FENCE

NOTE:  
 1. GRUB AND REMOVE TREES AS REQUIRED.  
 2. IF NO DITCH OR SWALE IS PRESENT AT LOCATION OF PROPOSED CULVERT, PROVIDE ONE ON EACH SIDE AND TRANSITION TO SHEET FLOW ALONG EXISTING GROUND SURFACE FOR DRAINAGE.

LOWMAN EDWIN B II  
 032-04-00-018.00  
 DB 472 PG 690  
 ZONE: N/A

KINGS CROSSING  
 032-00-00-035.29  
 DB 736 PG 722  
 ZONE: N/A



**BC**  
 architects  
 engineers

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

**W273A**  
**12880005**

SITE ADDRESS:  
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 CATLETTSBURG, KENTUCKY 41129

at&t  
 80 GRACE DRIVE  
 HURRICANE, WV 25526

5	11-17-14	CITY & ZIP UPDATED	AV	CDM	CDM	
4	11-13-14	COUNTY COMMENTS	AV	CDM	CDM	
3	10-29-14	COUNTY COMMENTS	AV	CDM	CDM	
2	1-20-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM	
1	1-14-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM	
NO.	DATE	REVISIONS	BY	CHK	APP'D	
SCALE: AS SHOWN			DESIGNED	C. MORIN	DRAWN	AV

STATE OF KENTUCKY  
 CHRISTOPHER D. MORIN  
 21405  
 11.17.14  
 LICENSED PROFESSIONAL ENGINEER

BC ARCHITECTS ENGINEERS  
 FALLS CHURCH, VA

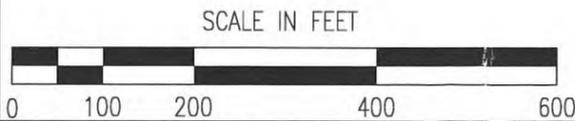
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DRAWING NUMBER	REV
G-1	4

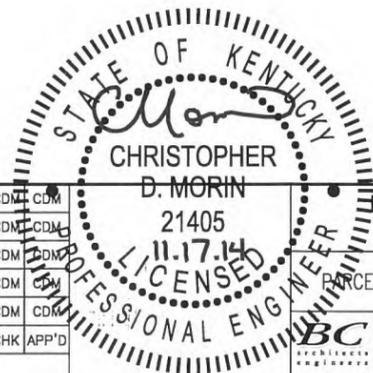
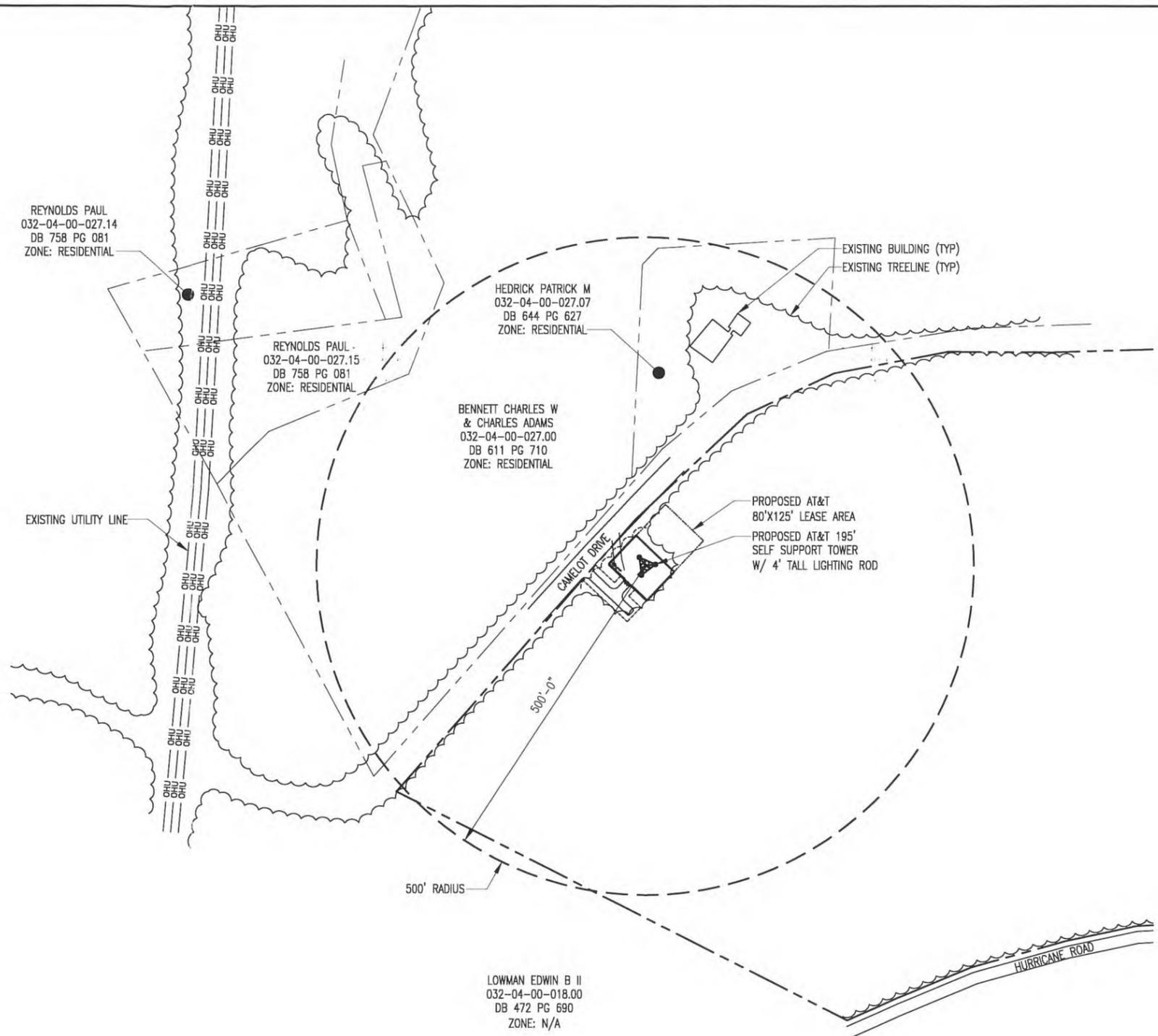
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 10-23-14 ALAN VALVERDE 12:51:44 Y:/Drawings - 2013/AT&T/Bechtel/WV273A/CD's - REV 3 - 2014-10-23/AOA.dwg

- |   |   |
|---|---|
| <p>① HEDRICK PATRICK M<br/>032-04-00-027.07<br/>2110 BROADWAY STREET<br/>CATLETTSBURG, KY 41129<br/>DB 644 DP 627<br/>ZONE RESIDENTIAL</p> <p>② BENNETT CHARLES W &amp;<br/>CHARLES ADAMS<br/>032-04-00-027.00<br/>215 21<sup>ST</sup> STREET<br/>ASHLAND, KY 41101<br/>DB 611 DP 710<br/>ZONE RESIDENTIAL</p> <p>③ BENNETT CHARLES W &amp;<br/>CHARLES ADAMS<br/>032-04-00-027.01<br/>215 21<sup>ST</sup> STREET<br/>ASHLAND, KY 41101<br/>DB 631 DP 547<br/>ZONE RESIDENTIAL</p> <p>④ FLETCHER KENNY &amp; REBECCA<br/>032-04-00-027.02<br/>4045 CAMELOT DRIVE<br/>CATLETTSBURG, PA 41129<br/>DB 635 DP 113<br/>ZONE RESIDENTIAL</p> <p>⑤ FLETCHER KENNY &amp; REBECCA<br/>032-04-00-027.03<br/>4045 CAMELOT DRIVE<br/>CATLETTSBURG, PA 41129<br/>DB 635 DP 113<br/>ZONE RESIDENTIAL</p> <p>⑥ KINGS CROSSING LLC<br/>032-00-00-035.30<br/>P.O. BOX 1699<br/>ASHLAND, KY 41105<br/>DB 736 DP 722<br/>ZONE NONE</p> <p>⑧ CARPER GEORGE STEVEN &amp; DIANE E<br/>032-00-00-035.15<br/>4168 CAMELOT DRIVE<br/>CATLETTSBURG, KY 41129<br/>DB 644 DP 114<br/>ZONE NONE</p> <p>⑨ CARPER GEORGE STEVEN &amp; DIANE E<br/>032-00-00-035.13<br/>4168 CAMELOT DRIVE<br/>CATLETTSBURG, KY 41129<br/>DB 750 DP 016<br/>ZONE NONE</p> <p>⑩ GREENSLATE CONNIE S<br/>032-00-00-035.32<br/>4156 CAMELOT DRIVE<br/>CATLETTSBURG, KY 41129<br/>DB 750 DP 021<br/>ZONE NONE</p> <p>⑪ GREENSLATE JAMES &amp; CONNIE SUE<br/>032-00-00-035.17<br/>4156 CAMELOT DRIVE<br/>CATLETTSBURG, KY 41129<br/>DB 624 DP 503<br/>ZONE NONE</p> <p>⑫ O'NEAL MICHAEL DALE<br/>032-01-00-022.00<br/>3913 HURRICANE ROAD<br/>CATLETTSBURG, KY 41129<br/>DB 526 DP 498<br/>ZONE RESIDENTIAL</p> | <p>⑬ ADAMS NANCY<br/>032-01-00-212.00<br/>4008 HURRICANE ROAD<br/>CATLETTSBURG, KY 41129<br/>DB 46 DP 238<br/>ZONE RESIDENTIAL</p> <p>⑭ KINGS CROSSING LLC<br/>032-00-00-035.00<br/>P.O. BOX 1699<br/>ASHLAND, KY 41105<br/>DB 736 DP 722<br/>ZONE NONE</p> <p>⑮ ASHLAND GRACE CHURCH<br/>032-04-00-070.00<br/>P.O. BOX 1507<br/>ASHLAND, KY 41105<br/>DB 71 DP 309<br/>ZONE OTHER</p> <p>⑯ RIGSBY WADE &amp; LULLIAN<br/>032-04-00-069.00<br/>3521 HIDDEN ACRES<br/>CATLETTSBURG, KY 41129<br/>DB N/A DP N/A<br/>ZONE N/A</p> <p>⑰ LOWMAN EDWIN B II<br/>032-04-00-018.00<br/>3500 LOWMAN DRIVE<br/>ASHLAND, KY 41102<br/>DB 47 DP 690<br/>ZONE N/A</p> <p>⑱ REYNOLDS PAUL<br/>032-04-00-027.15<br/>6091 RACHEL WAY<br/>ASHLAND, KY 41102<br/>DB 758 DP 081<br/>ZONE RESIDENTIAL</p> <p>⑲ REYNOLDS PAUL<br/>032-04-00-027.14<br/>DB 758 DP 081<br/>ZONE RESIDENTIAL</p> <p>⑳ REYNOLDS PAUL<br/>032-04-00-027.15<br/>DB 758 DP 081<br/>ZONE RESIDENTIAL</p> <p>㉑ FLETCHER KENNY &amp; REBECCA<br/>032-00-00-035.31<br/>4045 CAMELOT DRIVE<br/>CATLETTSBURG, KY 41129<br/>DB 745 DP 777<br/>ZONE RESIDENTIAL</p> |
|---|---|

PARCEL INFO ①  
SCALE: 1"=200' A-0A



ENLARGED SITE PLAN ②  
SCALE: 1"=200' A-0A



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

**WV273A**  
**12880005**  
SITE ADDRESS:  
CAMELOT DRIVE  
CATLETTSBURG, KENTUCKY 41129

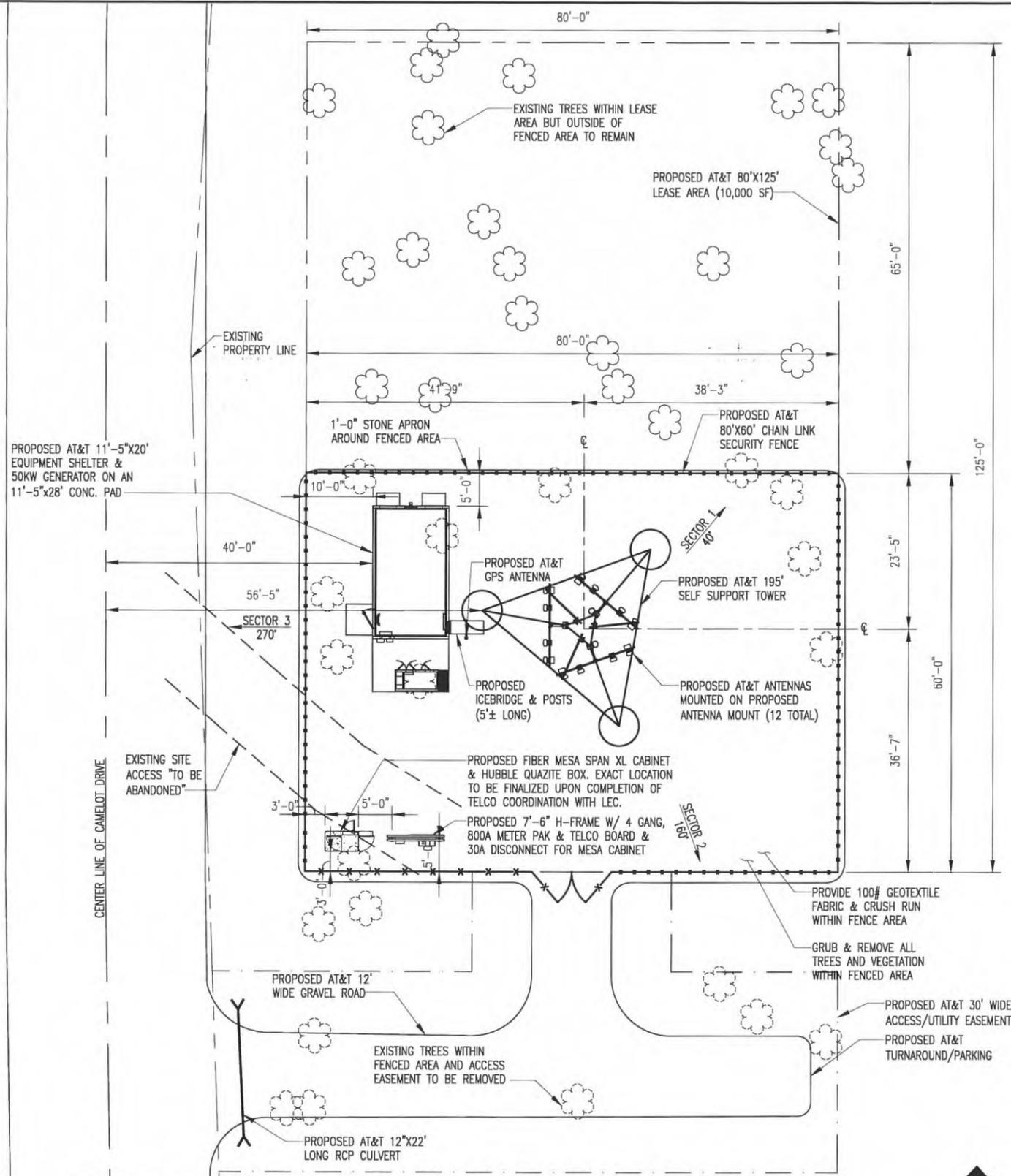


NO.	DATE	REVISIONS	BY	CHK	APP'D
5	11-17-14	CITY & ZIP UPDATED	AV	CDM	CDM
4	11-13-14	COUNTY COMMENTS	AV	CDM	CDM
3	10-29-14	COUNTY COMMENTS	AV	CDM	CDM
2	1-20-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM
1	1-14-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM

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

BC ARCHITECTS ENGINEERS FALLS CHURCH, VA	
PARCEL INFO & ENLARGED SITE PLAN	
DRAWING NUMBER	REV
A-0A	4

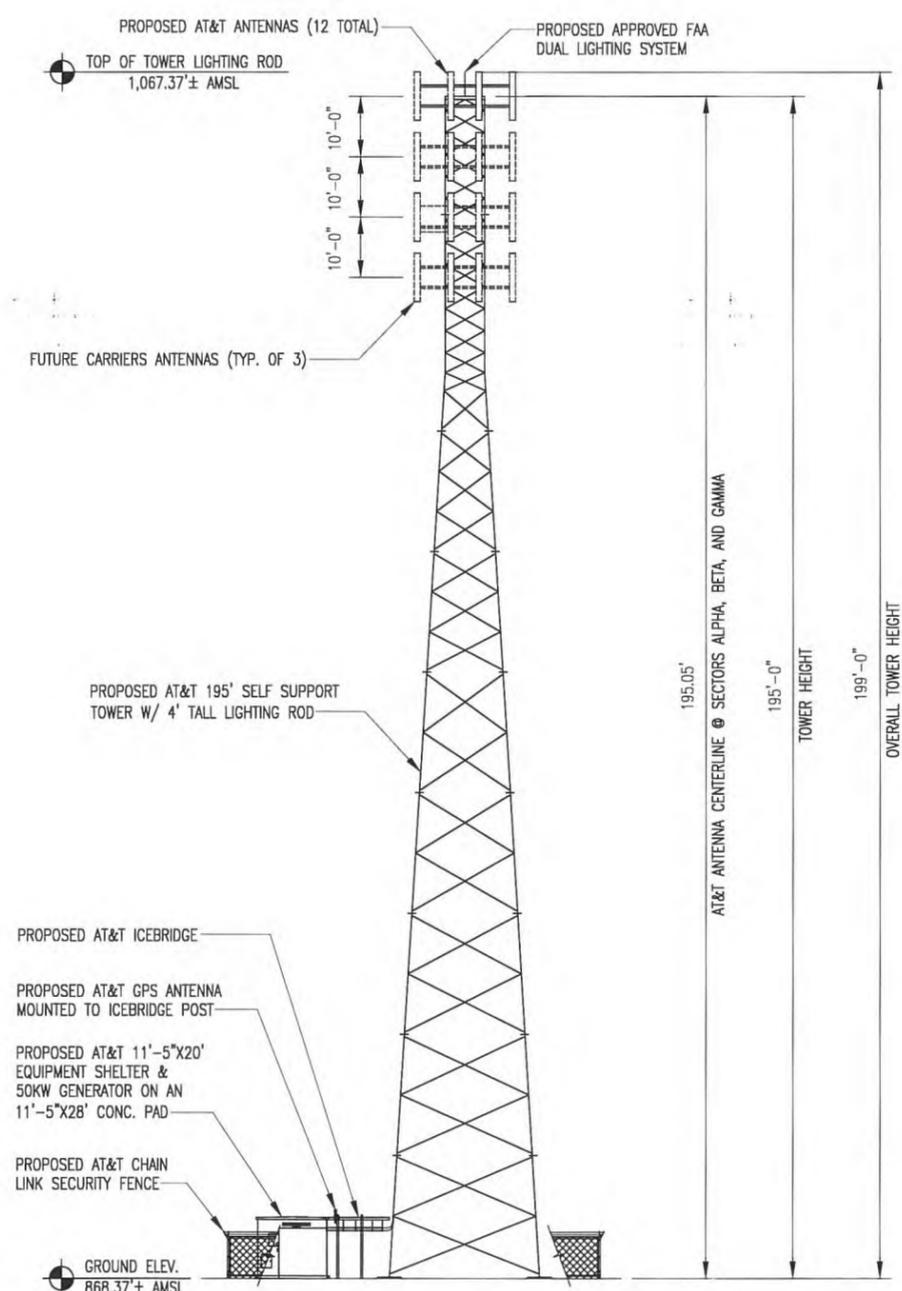
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 11-13-14 ALAN VALVERDE 17:03:27 Y:/Drawings - 2013/AT&T/Bechtel/W273A/CD's - REV 4 - 2014-11-13/A1.dwg



SCALE IN FEET



COMPOUND PLAN 1  
 SCALE: 1"=20' A-1



SCALE IN FEET

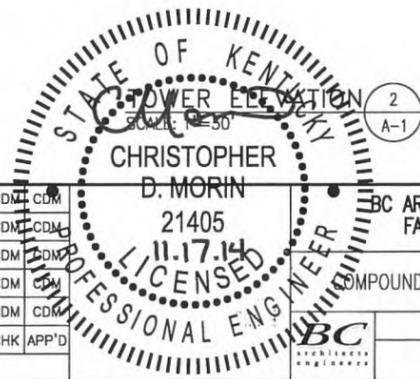


5661 COLUMBIA PIKE, SUITE 200  
 FALLS CHURCH, VA 22041-2868  
 TEL: (703) 671-6000  
 FAX: (703) 671-6300

**W273A**  
**12880005**  
 SITE ADDRESS:  
 CAMELOT DRIVE  
 CATLETTSBURG, KENTUCKY 41129



5	11-17-14	CITY & ZIP UPDATED	AV	CDM	CDM	
4	11-13-14	COUNTY COMMENTS	AV	CDM	CDM	
3	10-29-14	COUNTY COMMENTS	AV	CDM	CDM	
2	1-20-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM	
1	1-14-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM	
NO.	DATE	REVISIONS	BY	CHK	APP'D	
SCALE: AS SHOWN			DESIGNED	C. MORIN	DRAWN	AV

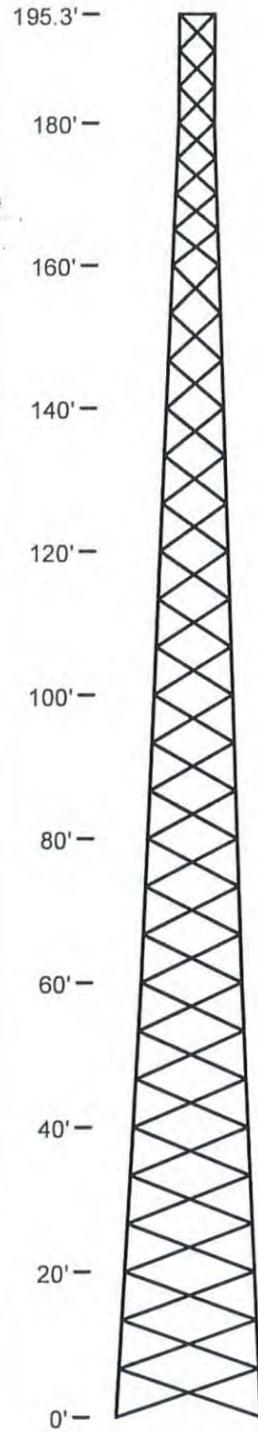


BC ARCHITECTS ENGINEERS  
 FALLS CHURCH, VA

COMPOUND PLAN & TOWER ELEVATION	
DRAWING NUMBER	REV
A-1	4

**Self-Supporting Tower Section Data**

Section Number	Bottom Elevation (ft)	Top Elevation (ft)	Model	Bottom Face Width (ft)	Top Face Width (ft)	Number of Panels	Leg Size (in)	Diagonal Size (in)	Girt Size (in)	Mid-Horizontal Size (in)	Redundant Horizontal Size (in)	Redundant Diagonal Size (in)
10	180	195.3	NSX	5.0	5.0	3	P3x.216	L2x2x1/8	L1 3/4x1 3/4x1/8			
9	160	180	NSX	6.5	5.0	4	P4x.237	L2x2x3/16				
8	140	160	NSX	8.0	6.5	3	P6x.28	L2 1/2x2 1/2x3/16				
7	120	140	NSX	9.5	8.0	3	P8x.322	L2 1/2x2 1/2x3/16				
6	100	120	NSX	11.0	9.5	3	P8x.322	L3x3x3/16				
5	80	100	NSX	12.5	11.0	3	P10x.365	L3x3x3/16				
4	60	80	NSX	14.0	12.5	3	P10x.365	L3x3x3/16				
3	40	60	NSX	16.0	14.0	3	P10x.365	L3x3x3/16				
2	20	40	NSX	18.0	16.0	3	P10x.365	L3x3x1/4				
1	0	20	NSX	20.0	18.0	3	P10x.365	L3 1/2x3 1/2x1/4				



Tower Reactions

No Ice

Shear: 66.9 kips  
 Moment: 8587.6 ft-kips  
 Weight: 64.5 kips

With Ice

Shear: 7.9 kips  
 Moment: 1028.7 ft-kips  
 Weight: 166.5 kips

Leg Reactions

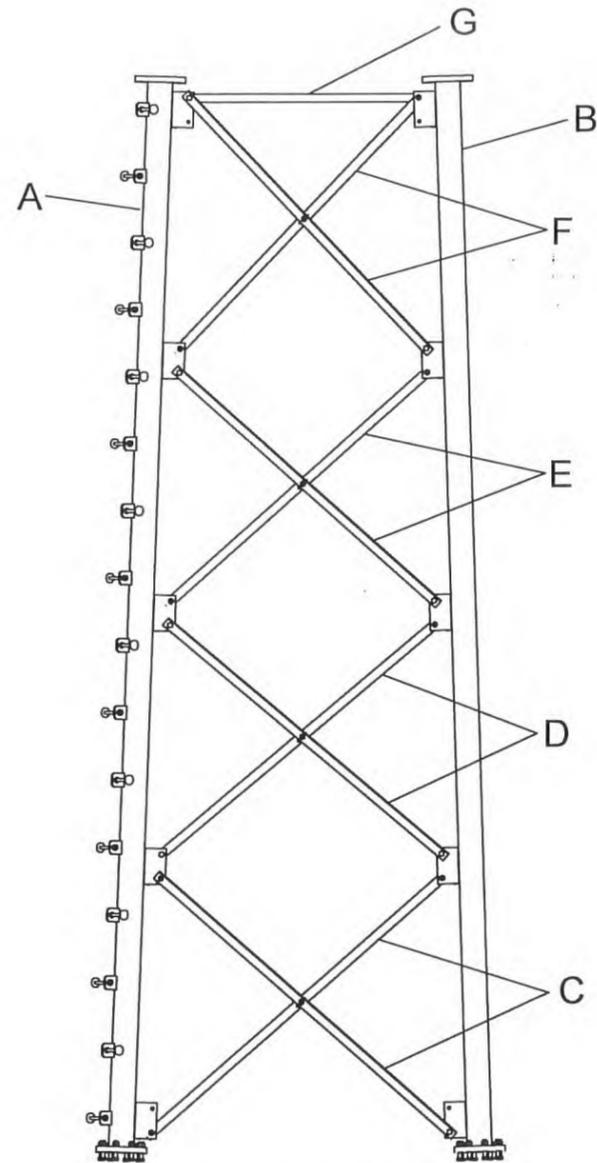
Compression: 517.3 kips  
 Uplift: -464.0 kips  
 Shear: 43.7 kips

  
**MAY 28 2014**

<p><u>TITLE:</u>                  Bechtel Corporation                  NSX 20' X 195.3'                  WV273                  Boyd Co., KY</p>	 <b>N E L L O</b> 211 W. Washington St., Suite 2000 South Bend, IN 46601-1705 Bus: (574)288-3632 Fax: (574)288-5860
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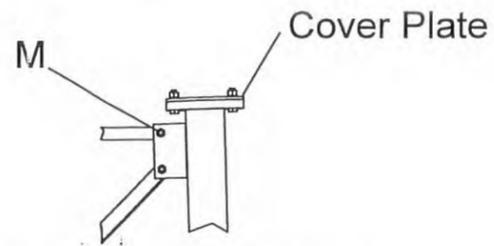
REV	BY	DATE	DESCRIPTION

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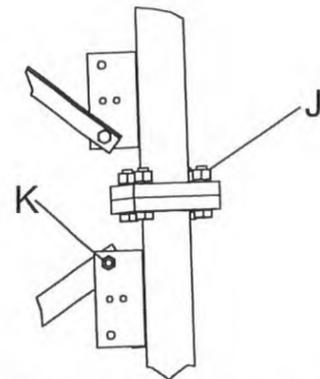


**NSX Section Detail**

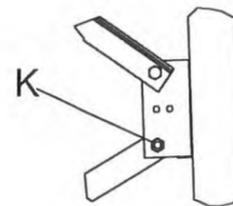
1. A part number is stamped on the bottom footpad of each leg.
2. A part number is stamped and /or labeled on the bottom end of each angle.
3. Be sure to place diagonal bracing angles in correct positions, angles in the top panel may be longer than they are in the middle panel.
4. The bolt head must bear against the angle bracing.



One plain nut and one lockwasher per bolt.  
**NSX Top Connection Detail**

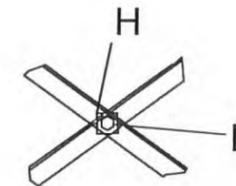


One plain nut and one lockwasher per bolt.  
**NSX Leg Connection**



One plain nut and one lockwasher per bolt.  
**NSX Bracing Detail**

- NSX Section Legend:**
- A. Climbing Leg
  - B. Non-Climbing Leg
  - C. Diag., Panel 1
  - D. Diag., Panel 2
  - E. Diag., Panel 3
  - F. Diag., Panel 4
  - G. Top Girt
  - H. Spacer
  - J. Leg Bolts
  - K. Diagonal Bolts
  - L. Stitch Bolts
  - M. Top Girt Bolts



One plain nut and one lockwasher per bolt.  
**NSX Spacer Detail**

MAY 28 2014

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REV	BY	DATE	DESCRIPTION

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	DWG. PROG: v2.05	SHEET: 2 OF 6

**NSX Section Part Numbers**

Item	Elevation	Climbing Leg (A)	Non-Climbing Leg (B)	Diagonal - Panel 1 (C)	Diagonal - Panel 2 (D)	Diagonal - Panel 3 (E)	Diagonal - Panel 4 (F)	Top Girt (G)	Spacer (H)
10	180' - 195.3'	141470	141469	190038	190039	190038		117711	132233
9	160' - 180'	141292	141287	104950	104951	104952	104953		132233
8	140' - 160'	129729	129728	102902	102903	102904			132233
7	120' - 140'	129695	129694	104945	104946	104947			132233
6	100' - 120'	129705	129704	102896	102897	102898			132233
5	80' - 100'	129738	129737	102893	102894	102895			132233
4	60' - 80'	188268	188267	102890	102891	102892			132233
3	40' - 60'	129738	129737	115286	115287	115288			132233
2	20' - 40'	129738	129737	115283	115284	115285			132233
1	0' - 20'	129742	129741	116945	116946	116947			132233

**NSX Section Hardware**

Item	Elevation	Leg Bolts (J)	Diagonal Bolts (K)	Stitch Bolts (L)	Top Girt Bolts (M)	Section Weight (Lbs.)
10	180' - 195.3'	(24) 3/4" x 3-1/2"	(36) 1/2" x 1-1/2"	(9) 1/2" x 1-1/2"	(6) 1/2" x 1-1/2"	860
9	160' - 180'	(24) 3/4" x 3-1/2"	(48) 5/8" x 2-1/2"	(12) 5/8" x 2-1/2"		1460
8	140' - 160'	(24) 1" x 3-3/4"	(36) 5/8" x 2-1/2"	(9) 5/8" x 2-1/2"		2110
7	120' - 140'	(24) 1" x 3-3/4"	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		2850
6	100' - 120'	(30) 1" x 3-3/4"	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		3140
5	80' - 100'	(30) 1" x 3-3/4"	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		3980
4	60' - 80'	(30) 1" x 3-3/4"	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		4080
3	40' - 60'	(30) 1" x 3-3/4"	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		4200
2	20' - 40'	(30) 1" x 3-3/4"	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		4730
1	0' - 20'	0	(36) 3/4" x 2-1/4"	(9) 3/4" x 2-1/4"		5230

REV	BY	DATE	DESCRIPTION

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	DWG. PROG: v2.05	SHEET: 3 OF 6

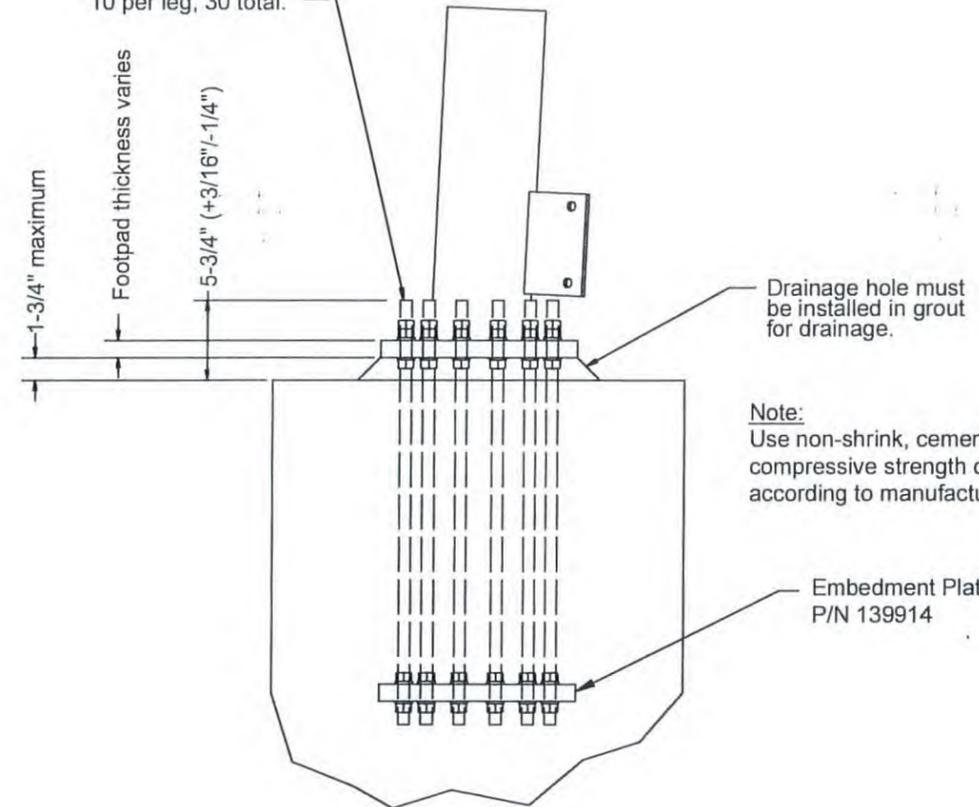
STATE OF KENTUCKY  
 JASON MARK LAMBERT  
 No. 28217  
 LICENSED PROFESSIONAL ENGINEER  
 MAY 28 2014

<p>TITLE:                  Bechtel Corporation                  NSX 20' X 195.3'                  WW273                  Boyd Co., KY</p>	 211 W. Washington St., Suite 2000 South Bend, IN 46601-1705 Bus: (574)288-3632 Fax: (574)288-5860
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**DETAIL A**  
Bolt hole must be aligned with center of tower.

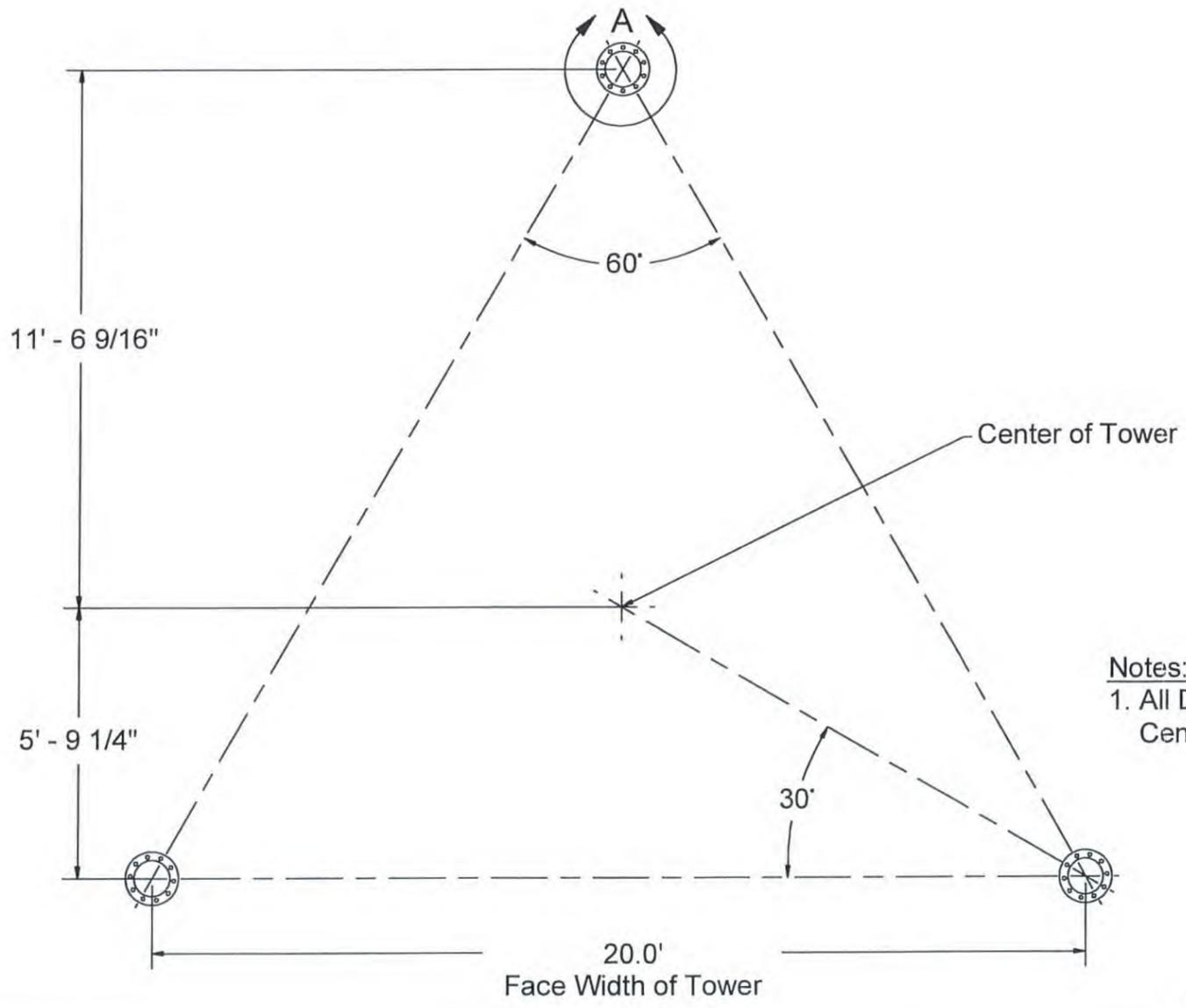
1" Diameter x 60" ASTM F1554 Grade 105 anchor bolts, P/N 102970 on a 14-1/4" bolt circle, 10 per leg, 30 total.



Drainage hole must be installed in grout for drainage.

**Note:**  
Use non-shrink, cement grout with a minimum compressive strength of 5000 psi. Mix and install according to manufacturer's recommendations.

Embedment Plate  
P/N 139914



**Notes:**  
1. All Dimensions are from Center of Bolt Circles.

STATE OF KENTUCKY  
JASON MARK LAMBERT  
No. 28217  
LICENSED PROFESSIONAL ENGINEER  
MAY 28 2014

TITLE:  
Bechtel Corporation  
NSX 20' X 195.3'  
WV273  
Boyd Co., KY

**NELLO**  
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South Bend, IN 46601-1705  
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**Antenna Loading**

Height	Qty.	Description
195'	1	4' Lightning Rod
195'	1	Beacon (12" x 36")
195'	9	SBNHH-1D65B
195'	3	KRC118-056
195'	6	KRY112-89
195'	3	RRUS-32
195'	6	RRUS-12
195'	6	RRUS A2
195'	3	RRUS-11
195'	3	Raycap DC6-48-60
195'	3	SF-SU12 Sector Frame
195'	3	Tieback
195'	2	Dish Pipe Mount
185'	6	SBNHH-1D65B
185'	6	KRC118-056
185'	6	KRY112-89
185'	12	RRUS-11
185'	3	Raycap DC6-48-60
185'	3	SF-SU12 Sector Frame
185'	3	Tieback
175'	6	SBNHH-1D65B
175'	6	KRC118-056
175'	6	KRY112-89
175'	12	RRUS-11
175'	3	Raycap DC6-48-60
175'	3	SF-SU12 Sector Frame
175'	3	Tieback
165'	6	SBNHH-1D65B
165'	6	KRC118-056
165'	6	KRY112-89
165'	12	RRUS-11
165'	3	Raycap DC6-48-60
165'	3	SF-SU12 Sector Frame
165'	3	Tieback

**Feedline Loading**

Height	Qty.	Description
0' - 195'	1	1" Conduit
0' - 195'	2	EW63
0' - 195'	12	LDF7-50A (1-5/8 FOAM)
0' - 195'	3	LDF4-50A (1/2 FOAM)
0' - 195'	6	3/4" Cable
0' - 185'	12	LDF7-50A (1-5/8 FOAM)
0' - 185'	3	LDF4-50A (1/2 FOAM)
0' - 185'	6	3/4" Cable
0' - 175'	12	LDF7-50A (1-5/8 FOAM)
0' - 175'	3	LDF4-50A (1/2 FOAM)
0' - 175'	6	3/4" Cable
0' - 165'	12	LDF7-50A (1-5/8 FOAM)
0' - 165'	3	LDF4-50A (1/2 FOAM)
0' - 165'	6	3/4" Cable

**Dish Loading**

Height	Qty.	Description
195'	2	4' Dish with Radome



MAY 28 2014

TITLE:  
Bechtel Corporation  
NSX 20' X 195.3'  
WV273  
Boyd Co., KY



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DWG. PROG: v2.05    SHEET: 5 OF 6

REV	BY	DATE	DESCRIPTION

**Tower Notes:**

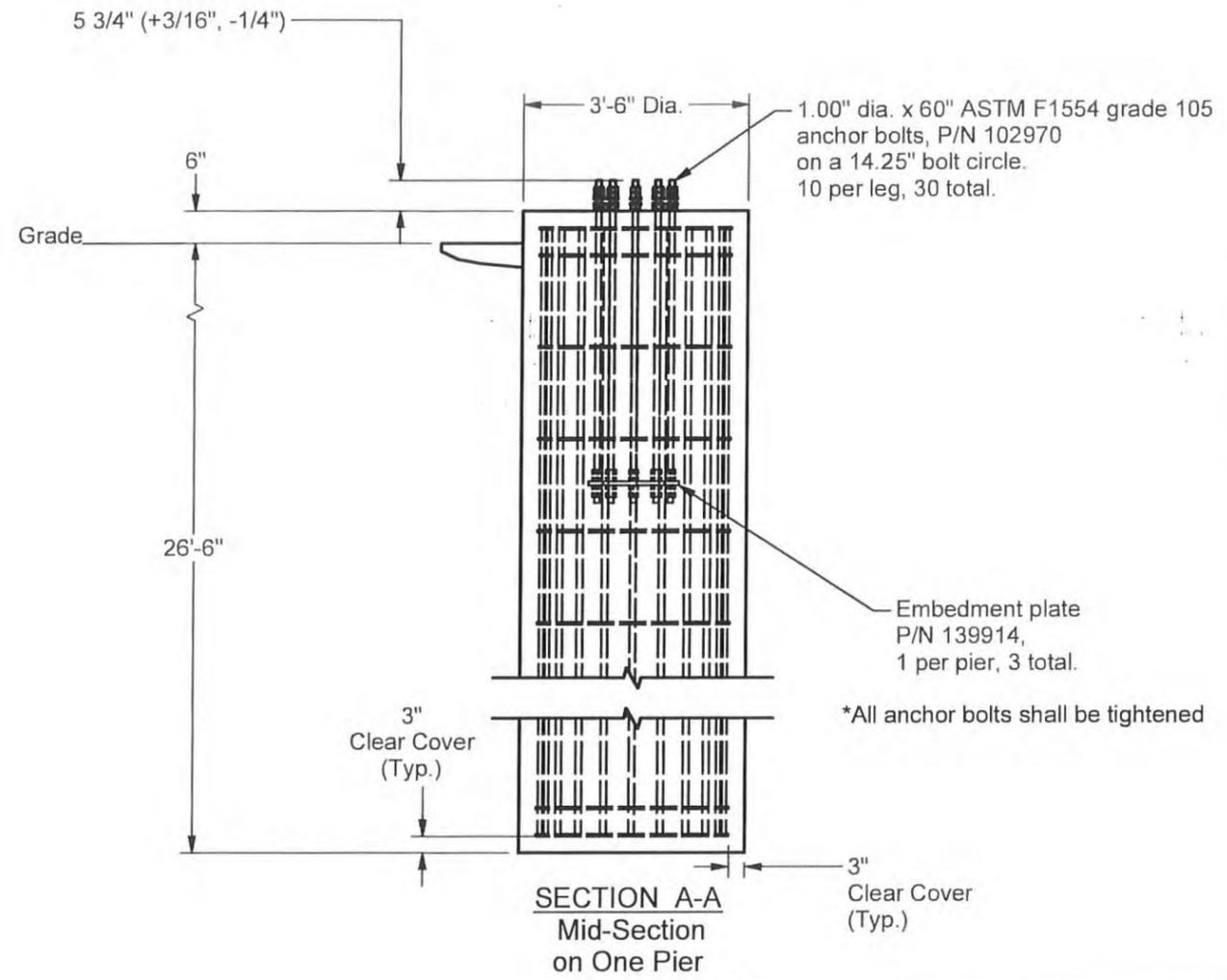
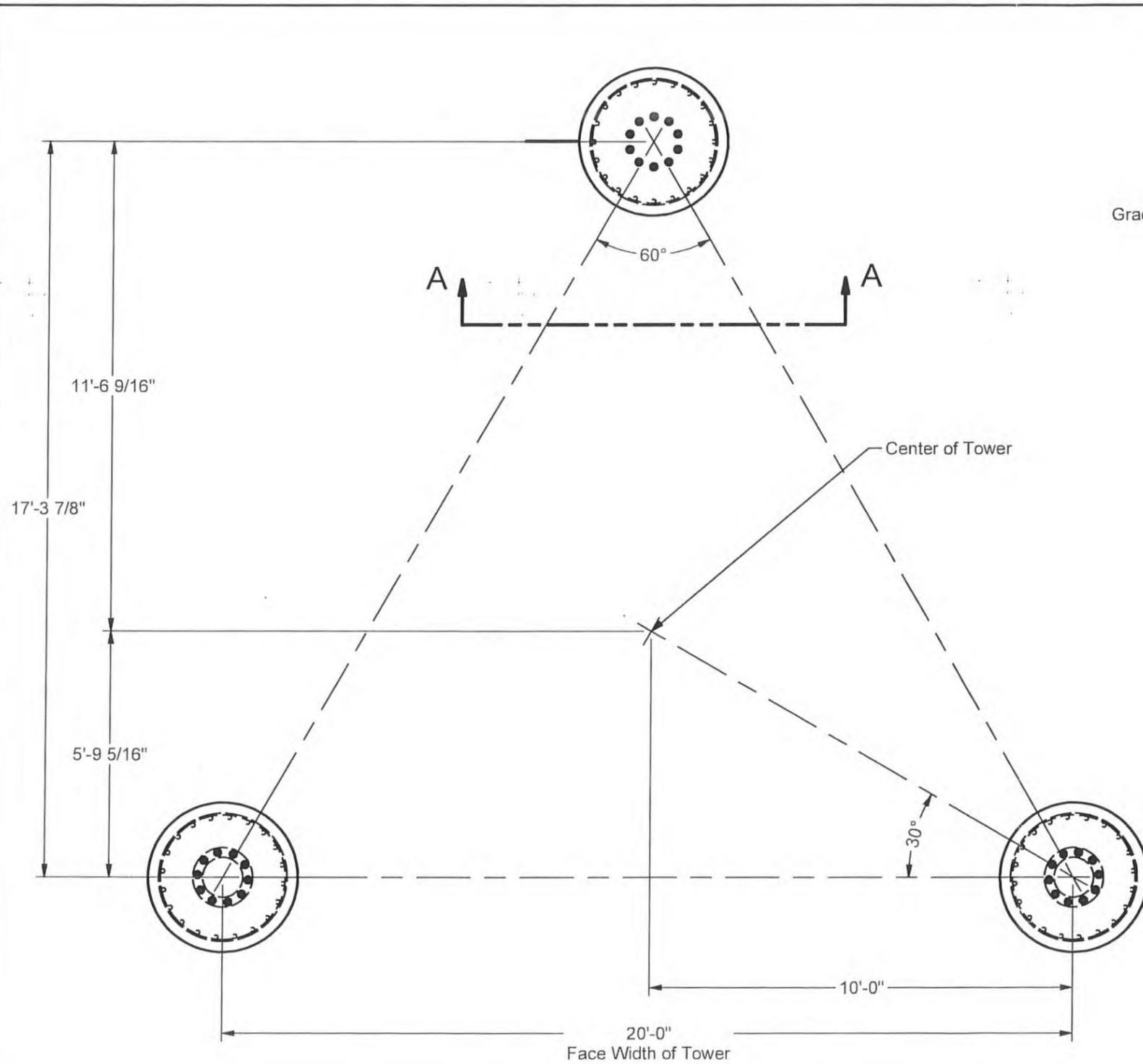
1. Tower is designed per TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas," for the following loading conditions:  
 90 mph 3-second gust basic wind speed with no ice (Equivalent to 116 mph 3-second gust ultimate design wind speed)  
 30 mph 3-second gust basic wind speed with 3/4 inch basic ice thickness  
 Structure Class: II  
 Exposure Category: C  
 Topographic Category: 1
2. Tower design loading is assumed to be based on site-specific data and must be verified by others prior to installation.
3. Tower design includes the antennas, dishes, and/or lines listed in the appurtenance loading tables on sheet 5.
4. Antenna mounting pipes may need to be field cut to match the lengths listed in the appurtenance loading tables on sheet 5.
5. Tower member design does not include stresses due to erection since erection equipment and procedures are unknown. Tower installation shall be performed by competent and qualified erectors in accordance with TIA-222-G and OSHA standards and all applicable building codes.
6. Field connections shall be bolted. No field welds shall be allowed unless otherwise noted.
7. Structural bolts shall conform to ASTM A325, except for 1/2 inch diameter and smaller bolts, which shall conform to ASTM A449 or SAE J429 Grade 5.
8. Structural steel and connection bolts shall be galvanized after fabrication in accordance with TIA-222-G.
9. All high strength bolts shall be tightened to a "snug tight" condition as defined in the November 13, 1985, AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."
10. Tower shall be marked and lighted in conformance with local building codes, FAA regulations, and TIA-222-G.
11. Tower shall be grounded in conformance with local building codes and TIA-222-G.
12. Allowable tolerance on as-built tower steel height is plus 1% or minus 1/2%.
13. Maintenance and inspection shall be performed over the life of the structure in accordance with TIA-222-G.
14. Material specifications:  
 Self Supporting Pipe Legs - ASTM A500 Grade 50  
 Angle Bracing - ASTM A36 (Min)  
 Leg Footpads - ASTM A572 Grade 50  
 Leg Side Plates - ASTM A36 (Min)
15. Remove anchor bolt template before erecting tower. Place non-shrink grout under base section footpads after leveling tower.
16. Concrete contractor shall be responsible for properly aligning anchor bolts and materials before and after placing concrete, regardless of whether an anchor bolt template is provided.



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REV	BY	DATE	DESCRIPTION



#9 reinforcing bars,  
318.00" long,  
spaced at 5.3" O.C. around inside of ties.  
20 per pier, 60 total.

#4 reinforcing bars,  
126.53" long before being bent into circle with  
36.00" outer diameter and 15.00" overlap.  
Top 2 ties and bottom 2 ties spaced at 5".  
Remainder of ties spaced at 17.06" O.C.  
21 per pier, 63 total.

**PLAN VIEW**  
**DRILLED PIER FOUNDATION**  
**ONE PIER PER LEG, THREE TOTAL**  
**(CONCRETE VOLUME: 9.6 CU. YD. PER PIER, 28.9 CU. YD. TOTAL)**

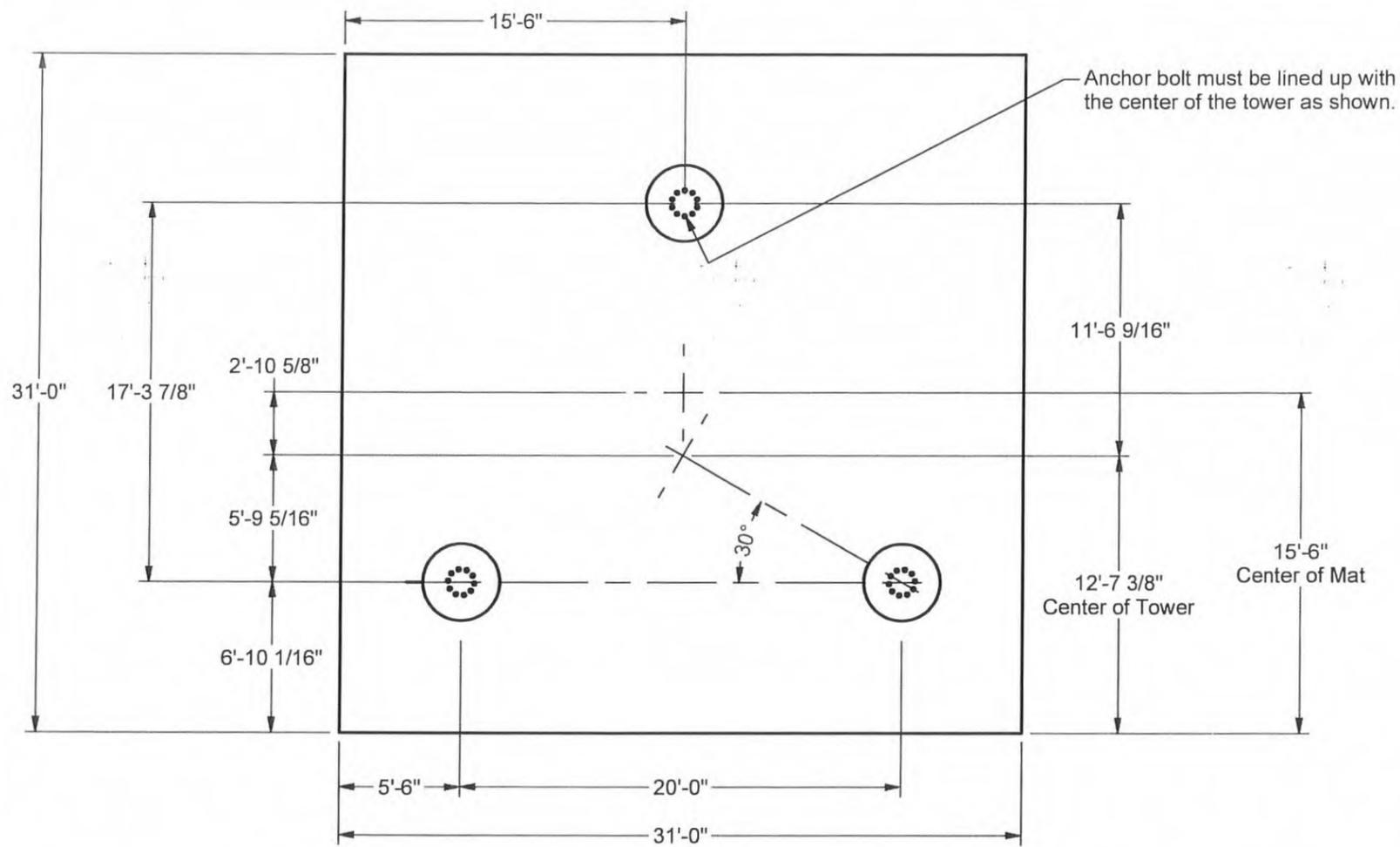
STATE OF KENTUCKY  
 JASON MARK LAMBERT  
 No. 28217  
 LICENSED PROFESSIONAL ENGINEER  
 MAY 29 2014

TITLE:  
 Bechtel Corporation  
 NSX 20' X 195.3'  
 WW273  
 Boyd Co., KY

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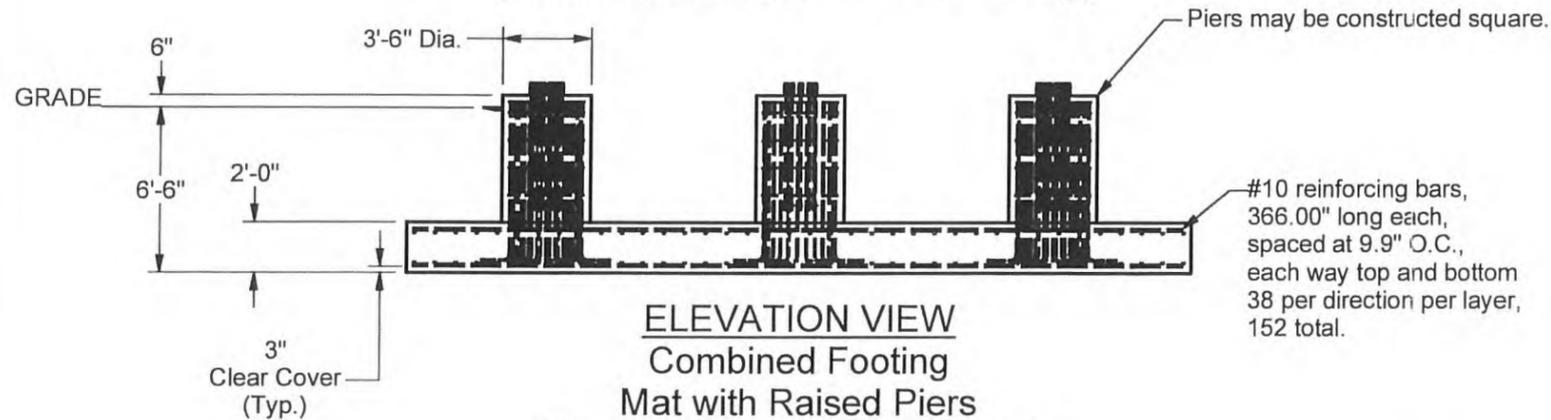
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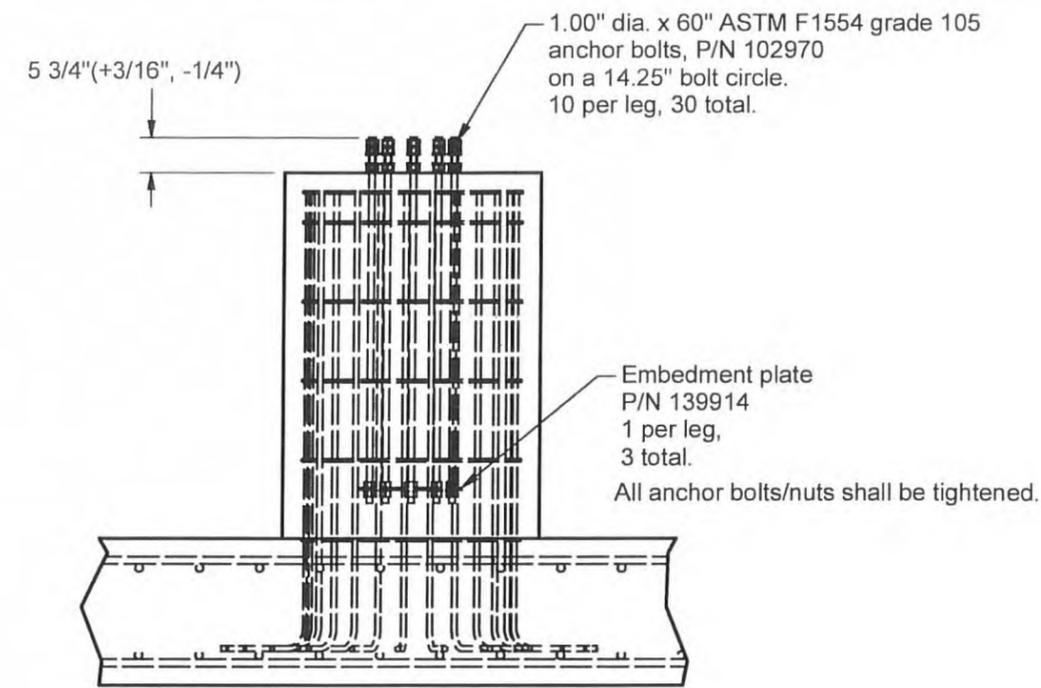
**PLAN VIEW**

(Reinforcement not shown for clarity)



**ELEVATION VIEW**

Combined Footing  
Mat with Raised Piers  
(Concrete Volume: 76.5 cu. yd.)

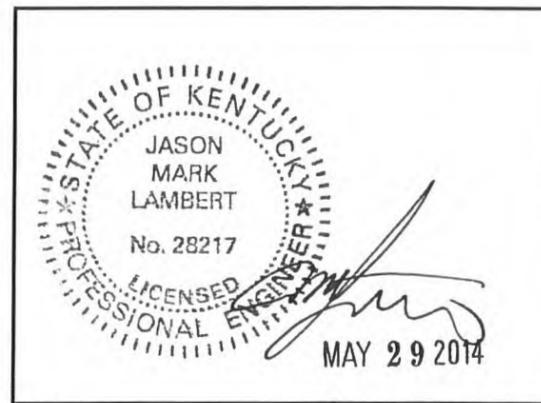


**PIER DETAIL**

#7 reinforcing bars,  
88.00" long before being bent with  
2.63" bend radius and  
10.50" long 90 degree standard hook,  
spaced at 4.3" O.C. around inside of ties.  
25 per pier,  
75 total.

#4 reinforcing ties,  
127.00" long before being bent into  
36.00" outer diameter circle with 15.00" overlap,  
top 2 spaced at 5.00" with the remainder  
spaced at 13.0" O.C. to the top of pad.  
6 per pier,  
18 total.

#10 reinforcing bars,  
366.00" long each,  
spaced at 9.9" O.C.,  
each way top and bottom  
38 per direction per layer,  
152 total.



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REV	BY	DATE	DESCRIPTION

ORIG. DATE: 5/28/2014	DWG NO: 237252
DWG. PROG: v2.05	SHEET: 2 OF 3

**Foundation Notes:**

1. This foundation has been designed for the following tower reactions:  
 Compression: 517.3 Kips      Individual Leg Shear: 43.7 Kips  
 Uplift: 464 Kips  
 Shear: 66.9 Kips  
 Moment: 8588 Ft-Kips  
 Weight: 64.5 Kips
2. Foundation design is based on the Geotechnical Report dated 04/11/2014, by ECS Central, PLLC; Project No. 26:2433.
3. A field inspection shall be performed in order to verify that the actual site soil parameters meet or exceed the assumed soil parameters and that the depth of standard foundations are adequate based on the frost penetration and groundwater depth. Local frost depth must be no deeper than the bottom of the base foundation or the top of the anchor.
4. Reinforcement shall be deformed and conform to the requirements of ASTM A615 Grade 60 unless otherwise noted. Splices in reinforcement shall not be allowed unless otherwise indicated.
5. Welding is prohibited on reinforcing steel and anchorage.
6. Structural backfill placed below pad must be compacted in 8" loose lifts to a 95% of maximum dry density at optimum moisture content in accordance with ASTM D698. Backfill must be clean and free of organic and frozen soils and foreign materials.
7. Backfill above foundation should be compacted to 95% of maximum dry density at water content within 2 percent of optimum. Backfill must be clean and free of organic and frozen soils and foreign materials.
8. Foundation designs assume level ground at tower site.
9. Loose material shall be removed from bottom of excavation prior to concrete placement.
10. Concrete cover from exposed surface of concrete to surface of reinforcement shall not be less than 3".
11. Concrete and reinforcement installation must conform to ACI 318, "Building Code Requirements for Structural Concrete."
12. Concrete shall develop a minimum compressive strength of 4000 psi at 28 days.
13. Concrete shall be placed as soon as practical after excavating to avoid disturbance of bearing and side wall surfaces
14. Concrete contractor shall be responsible for properly aligning anchor bolts before and after placing concrete, regardless of whether an anchor bolt template is provided.
15. Positive drainage shall be maintained during construction and throughout the life of the facility to minimize the potential for surface water infiltration.
16. If unsuitable soils are encountered, overexcavation of unsuitable soils for compacted backfill placement below footings should extend laterally beyond all edges of the footings at least 12 inches per foot of overexcavation depth below footing base elevation.
17. It shall be the contractor's responsibility to locate and prevent damage to any existing underground utilities, foundations or other buried objects that might be damaged or interfered with during construction of the foundation.
18. It is permissible to utilize a cold joint during construction of a pier and pad type foundation. The cold joint must be located at the interface of the piers with the pad, and contractor shall use a bonding agent suitable for cold joints.
19. It is permissible for the top of the vertical reinforcement cage alignment to fluctuate slightly, allowing for a minimum clear cover of 2" to a maximum clear cover of 4" over the top of any individual vertical bar.
20. Earthwork operations and foundation installation methods shall be in accordance with the geotechnical report and all applicable American Concrete Institute (ACI) Standards.
21. Temporary steel casing or drilling slurry techniques may be required for installation of the drilled pier foundation. Permanent casing on drilled piers may not be used.
22. Concrete shall be placed by tremie methods if drilling slurry is used or if there is more than 1 inch of water at the bottom of the shaft excavation.
23. Groundwater was not encountered during the geotechnical investigation.
24. Weathered sandstone was encountered approximately 9 feet below the ground surface.
25. High power and high torque drilling equipment and/or rock coring equipment may be required.



TITLE: Bechtel Corporation NSX 20' X 195.3' WV273 Boyd Co., KY	 <b>N E L L O</b> CORPORATION 211 W. Washington St., Suite 2000 South Bend, IN 46601-1705 Bus: (574)288-3632 Fax: (574)288-5860
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REV	BY	DATE	DESCRIPTION

<b>COPYRIGHT NOTICE:</b> This drawing is the property of Nello Inc. It is not to be reproduced, copied or traced in whole or in part, without our written consent.	ORIG. DATE: 5/28/2014	DWG NO: 237252
	DWG. PROG: v2.05	SHEET: 3 OF 3



April 11, 2014

Mr. Brian M. Quinn  
BC Architects and Engineers, PLC  
5661 Columbia Pike  
Suite 200  
Falls Church, VA 22041

ECS Project No. 26:2433

Reference: Report of Subsurface Exploration and Geotechnical Engineering Services, Cell Tower (Ashland, KY - Site No. WV273A), Camelot Drive, Ashland, Kentucky

Dear Mr. Quinn:

ECS Central, PLLC (ECS) has completed the subsurface exploration for the proposed construction of the self-supported Cell Tower (Ashland, KY – Site No. WV273A) located on Camelot Drive, approximately 2,500 feet southwest of the intersection with Midway Road. The purpose of these services was to explore the subsurface soil and groundwater conditions at the tower site and to develop geotechnical recommendations pertaining to foundation support of the structure. This report explains our understanding of the project, documents our findings, and presents our conclusions and geotechnical engineering recommendations to serve as an aid during the design and construction of the project.

### **PROJECT INFORMATION AND PROPOSED CONSTRUCTION**

The project will consist of the construction of a new 200-foot tall self-supported cell tower and fenced equipment compound. The proposed tower site is located in a lightly-wooded area directly off of the east shoulder of Camelot Drive. See the attached Site Location (Figure 1) and Boring Location Diagram (Figure 2). We have received preliminary site plans showing the site boundaries, proposed tower and fenced equipment compound. No loading information was provided for the tower. Based on information provided from the client, the current elevation at the center of the tower is at an approximate elevation of 868 feet MSL. To achieve the proposed grading at the tower site, we anticipate that negligible cut and fill will be required. We do not anticipate that any significant stormwater management (SWM) facilities or site retaining walls will be required for this project.

### **EXPLORATION PROCEDURES**

The site subsurface conditions were explored on Monday April 7, 2014 through the completion of one Standard Penetration Test (SPT) boring (Boring B-1) at the approximate center of the tower location. The boring was drilled to auger refusal; however, at our discretion and in accordance with the general project design standards, no rock coring was performed. The approximate boring location is shown on the attached Boring Location Diagram (Figure 2). The boring location was based on a survey stake-out that was performed by others, but confirmed to be accurate by BC Architects and Engineers, PLC. Prior to drilling, underground utilities were cleared through the Kentucky Call Before You Dig system.

A CME 55 truck-mounted drill rig was utilized to complete the SPT boring. The drill rig utilized 2 ¾ inch hollow stem augers to advance the borehole. Representative soil samples were secured by means of conventional split-barrel sampling procedures (ASTM D1586). In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler through the final 12-inch interval, after initial setting of 6 inches, is termed the Standard Penetration Test (SPT) value or N-value, and is indicated for each sample on the attached boring log.

The SPT values can be used as a qualitative indication of the in-place relative density of cohesionless soils, and as a relative indication of consistency in cohesive soils. This indication is qualitative, since many factors can significantly affect the standard penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod-sampler assemblies. The drill rig utilized an automatic hammer to drive the sampler.

A field log of the soil encountered at the boring location was maintained by the drilling crew. After recovery, each geotechnical sample was removed from the sampler and visually classified by the driller. Representative portions of each soil sample were then sealed in plastic bags and transported to our laboratory in Nashville (Franklin), Tennessee for further visual examination and laboratory testing. Observations for groundwater were made during sampling and upon completion of the drilling operations. After completion of the drilling operations, the borehole was backfilled with auger cuttings and excess soil was mounded at the surface.

### **CLASSIFICATION AND LABORATORY TESTING PROCEDURES**

An experienced engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (ASTM D 2487). The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs summary. A brief explanation of the Unified Soil Classification System (USCS) is included with this report. The engineer grouped the various soil types into the major zones noted on the boring logs. The stratification lines designating the interfaces between materials on the exploration records are approximate; in situ, the transitions may be gradual.

Laboratory testing consisted of natural moisture content determinations for each SPT drilling sample that we collected during our exploration. The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

### **SITE GEOLOGY**

The USGS Geologic Map of Kentucky – Sheet 3 of 4 (1981) indicates this particular site is underlain by the Monongahela and Conemaugh Formations. These formations are not typically separated because of their similarities, crop out in an area of about only 400 square miles, and have a combined thickness of approximately 600 feet. The upper 140 feet is generally composed of the Monongahela Formation. The strata are characterized mainly by siltstones and shales that are various shades of red, green, and gray. The shales are commonly calcareous and contain thin beds of marine and possibly freshwater limestone. The formations also contain sandstone (subgraywacke) in channel and associated deposits as thick as 60 feet. The sandstone is very fine to coarse grained and locally contains rounded quartz pebbles as much as an inch in diameter. Coal beds may occur in this part of the Pennsylvanian section and those that do are thin, not persistent, and poorly exposed and cannot be correlated with any certainty.

The Conemaugh Formation contains the Brush Creek Limestone and Ames Limestone members. Both limestones are argillaceous, commonly only a few feet thick. Strata of the Monongahela Formation, as previously noted, cannot be distinguished from the underlying Conemaugh strata. The Monongahela, which includes the youngest Paleozoic strata in eastern Kentucky, is poorly exposed on hilltops in the northeastern part of the State. Its uppermost beds have been removed by erosion.

### **SUBSURFACE CONDITIONS**

The subsurface conditions discussed in the following paragraphs, and those shown on the boring log, represent an estimate of the subsurface conditions based on interpretation of the exploration data using normally accepted geotechnical engineering judgments. It should be noted that the transition between different soil strata is often less distinct than what is shown on the exploration records.

In general, the exploration revealed approximate 2 inches of topsoil overlying natural soils were encountered, which generally consisted of light brown CLAY (CL) and Clayey SAND (SC) down to a depth of approximately 9 feet, at which point Weathered SANDSTONE was encountered. SPT N-values for the natural soils ranged from 8 to 29 bpf, while the SPT N-values for the weathered rock materials ranged from 50 blows per 1 inch of penetration to 50 blows with no penetration. Typically, these elevated blow counts would indicate competent bedrock conditions; however, the weathered rock was soft enough to continue augering downward. The moisture contents of the SPT boring samples we tested ranged from 3.5% to 22.6% for the natural soil materials.

Auger refusal was encountered at an approximate depth of 48.5 feet below the existing ground surface. Based on the depth of auger refusal and in general accordance with the design standards, ECS determined that rock coring was not necessary for this tower. The encountered conditions are shown on the attached soil boring log (Boring B-1).

Groundwater was not encountered during our exploration. However, it should be noted that groundwater can vary on a seasonal basis due to precipitation, evaporation, surface run-off, area stream levels and other factors not immediately apparent at the time of this exploration. It is also possible for groundwater to exist in a perched condition at other depths and locations within the soil overburden or at the soil/rock interface.

### **ANALYSIS AND RECOMMENDATIONS**

#### **General**

The following recommendations have been developed on the basis of the previously described project information and subsurface conditions identified during this study. If there are any changes to the project characteristics, or if differing subsurface conditions are encountered during construction, ECS should be consulted so that the recommendations of this report can be reviewed and revised, as necessary.

#### **Subgrade Preparation**

Vegetation, topsoil, and all other soft, unsuitable, or deleterious material should be removed from the existing ground surface at the foundation areas. These operations should extend at least 5 feet beyond the edge of planned structures, where practical. After examining the exposed soils, loose and yielding areas should be identified by proofrolling with an approved piece of equipment, such as a loaded dump truck, having an axle weight of at least 10 tons.

Unsuitable or unstable subgrade materials may require moisture conditioning, in-place densification, or removal and replacement with new engineered fill.

### **Engineered Fill**

The first layer of fill should be placed in a relatively uniform horizontal lift and be adequately keyed into the stripped and scarified subgrade soils. Fill materials should be free of organics, wet/frozen materials, or other deleterious materials. Engineered fill materials should consist of low to moderately plastic clays and silts, or coarse grained material such as sand and gravel, with a maximum Liquid Limit no greater than 50, and a maximum Plasticity Index no greater than 30. In general, we recommend material to be used as engineered fill have a Standard Proctor maximum dry density of at least 90 pcf. Engineered soil fill should be placed in maximum loose lifts of 8 inches and compacted to at least 95 percent of the Standard Proctor (ASTM D698) maximum dry density, with the upper 2 feet compacted to at least 100 percent of the same standard. Soil engineered fill should be compacted within 2 percentage points of the optimum moisture content, per the Standard Proctor method. Soil fill should not contain rock material greater than 4 inches in diameter. Fill operations should be observed on a full-time basis by an experienced engineering technician to determine the required degree of compaction is being achieved. We recommend that a minimum of one compaction test per 2,500 square-foot area be performed for each lift of engineered fill for structural areas, and that at least one test per lift per 100 linear feet of utility trench backfill.

### **Equipment Shelter Foundations**

Based upon our findings, the equipment shelter may be supported by a turned-down monolithic slab-on-grade with foundation elements bearing on the undisturbed natural soils or properly-compacted engineered fill. These foundations can be designed for a maximum net allowable soil bearing pressure of up to 3,000 psf. For footings constructed in accordance with the requirements outlined in this report, maximum total settlement is expected to be less than 1 inch (plus any consolidation settlement from new fill loads). Maximum differential settlement is expected to be half the total settlement. Shallow foundations should be designed to bear at least 18 inches below the final exterior grades. The slab-on-grade may be designed using a modulus of subgrade reaction of 150 pounds per cubic inch (pci). A layer of free draining gravel may be used underlying the slab to serve as a leveling pad and provide a capillary break. All slab and foundation subgrades should be evaluated immediately prior to concrete placement by ECS to verify that the exposed subgrades are capable of satisfactorily supporting the design loads.

### **Self-Supported Tower Foundation**

We recommend that the proposed tower be supported on drilled shaft (caisson) foundations. Based on previous experience with self-supported tower structures, we anticipate that wind loading, associated uplift resistance, and lateral loading may control the sizing and depth of the foundations. We have provided estimated soil parameters at various depths to aid in drilled shaft foundation design in the attached Geotechnical Data Form.

Uplift forces can be resisted by the factored weight of the shaft and the side-shear along the circumference of the shaft (skin friction). The compression forces can be resisted by the side shear along the circumference of the shaft and the end bearing capacity. In determining the dimensions of the drilled shafts, we recommend that a minimum factor of safety of 1.25 with regard to the weight of the concrete should be used in conjunction with the presented allowable side shear values. For uplift and compression, we recommend no contribution to resisting loads be considered from side shear within 5 feet of the ground surface, soft clay or from potentially liquefiable zones.

Considering the subsurface conditions encountered, casing of the excavation may be required, depending on the condition of the soils and the ground water elevation at the time of construction. Once the bearing level is reached, all loose materials and any accumulated water seepage should be removed prior to placement of pier reinforcing cage and concrete. Up to 1 inch of water standing in the base of the pier is acceptable at the time of concrete placement and an inflow rate of 1 inch per 5 minutes is also acceptable. Higher inflow rates, which could likely be encountered, may require additional control or that drilled shaft concrete be placed by tremie method. The drilled shaft contractor should be prepared to handle such a condition and to ensure suitable end bearing conditions.

The drilled shaft concrete should be placed in intimate contact with undisturbed natural soil/rock. To reduce the potential for arching, we recommend the drilled shaft concrete mix be designed for a slump of 5 to 7 inches. Provided water seepage is minimal, our experience and current research in the field indicates that the drilled shafts can be constructed by "free fall" placement of concrete without affecting the strength and quality of concrete. The concrete should "free fall" without hitting the sides of the casing or reinforcing steel. The use of a hopper or other suitable device is recommended to control concrete placement and direct it toward the center of the shaft. The placement of concrete in the cased shaft should proceed until the concrete level is above the external fluid level and should be maintained above this level throughout casing removal. However, if significant seepage is present within the excavation or if slurry is used, it will be necessary to place the concrete by tremie method, and we recommend a concrete slump of 7 to 9 inches for this method of concrete placement.

The shaft design and construction procedures should be reviewed with the foundation contractor prior to the start of construction. If you desire, we would be pleased to review the plans and specifications for the project once they are completed so we may have the opportunity to comment on the impact of the soil/rock and groundwater conditions on the final design.

Although we do not anticipate the use of shallow (spread or mat) foundations at this site, the natural Clayey SAND, encountered in the test boring from 3 feet to 9 feet, should be suitable for a net allowable bearing pressure of 4,000 psf.

### **Seismic Site Classification**

Based on our interpretation of the International Building Code (IBC) 2009, it is our opinion that a Seismic Site Class "C" is appropriate for this site. In accordance with IBC 2009 and United States Geological Survey's (USGS) Seismic Hazard Curves and Uniform Hazard Response Spectra program, the following parameters may be used in design:

- Latitude: 38.4252, Longitude: -82.6608
- $S_s = 0.195$ ,  $S_1 = 0.071$
- $F_a = 1.2$ ,  $F_v = 1.7$
- $S_{MS} = 0.234$ ,  $S_{M1} = 0.121$
- $S_{DS} = 0.156$ ,  $S_{D1} = 0.081$

\*Spectral accelerations were determined from USGS National Seismic Hazard Maps

### **General Construction Considerations**

Positive site drainage should be maintained during earthwork operations and should help maintain the integrity of the soil. Placement of fill on the near surface soils which have become saturated may be very difficult. When wet, these soils will degrade quickly with disturbance from contractor operations and will be extremely difficult to stabilize for fill placement.

The surficial soils are considered moderately erodible. All erosion and sedimentation shall be controlled in accordance with Best Management Practices and current County requirements. At the appropriate time, we would be pleased to provide a proposal for NPDES monitoring and construction materials testing related services.

### CLOSING

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for the conclusions, opinions, or recommendations made by others based on these data. No third party is given the right to rely on this report without express written permission.

The scope of services for this study does not include environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil or groundwater within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

We appreciate this opportunity to be of service to you during the design phase of this project. If you have any questions with regard to the information and recommendations presented in this report, please do not hesitate to contact us.

Respectfully,

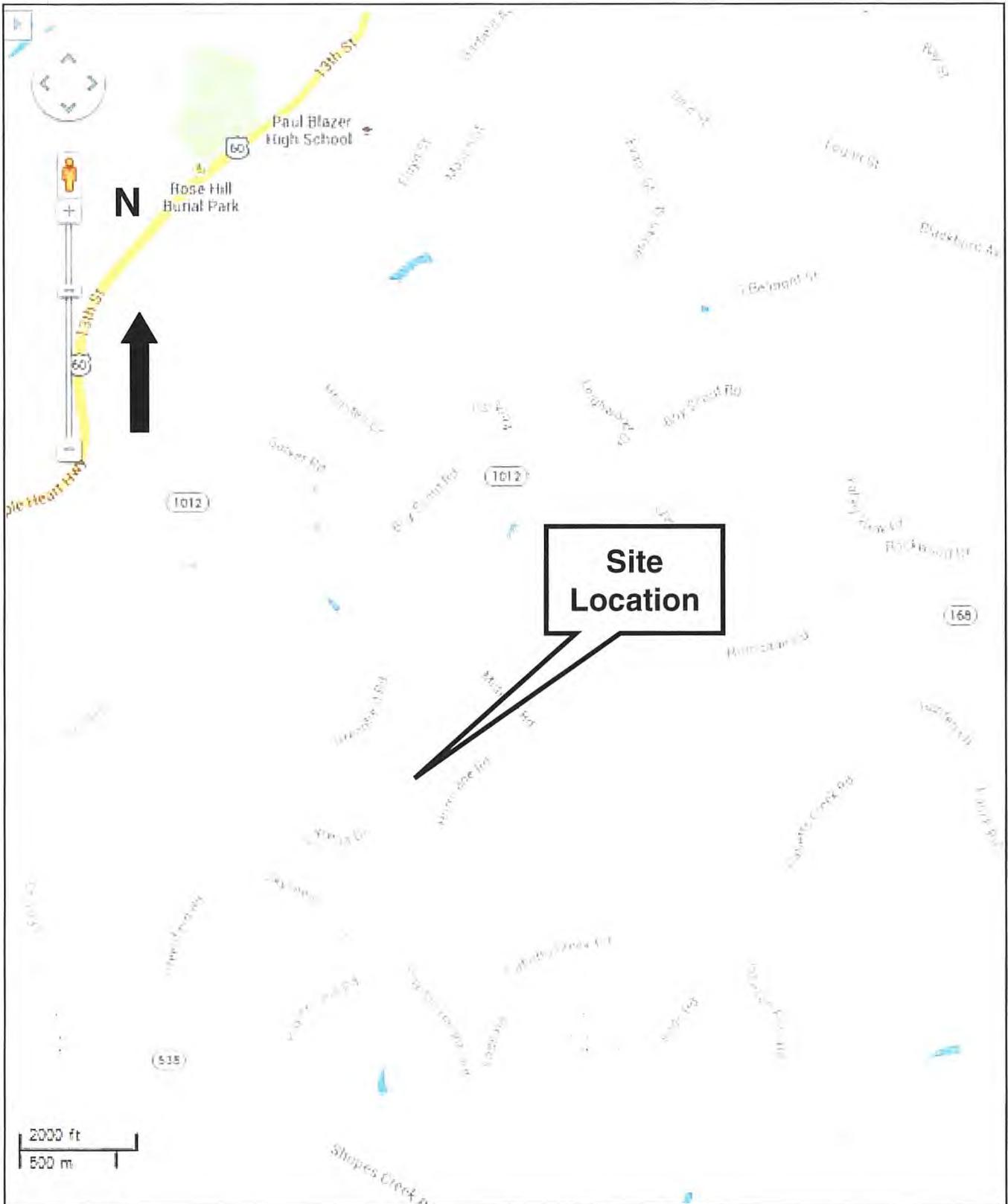
**ECS CENTRAL, PLLC**



Timothy M. Moore, P.E.  
Geotechnical Department Manager



Attachments: Figure 1: Site Location Map  
Figure 2: Boring Location Diagram  
SPT Boring Log (B-1)  
Reference Notes for Boring Logs  
Unified Soil Classification System  
Geotechnical Data Form  
Important Information



Cell Tower  
 (Ashland, KY – Site No. WV273A)

Camelot Drive, Ashland, Kentucky  
 ECS Project No. 26:2433



Figure 1: Site Location Map

Source: Google Maps, 2014  
 (Scale: 1" = +/- 2,500')

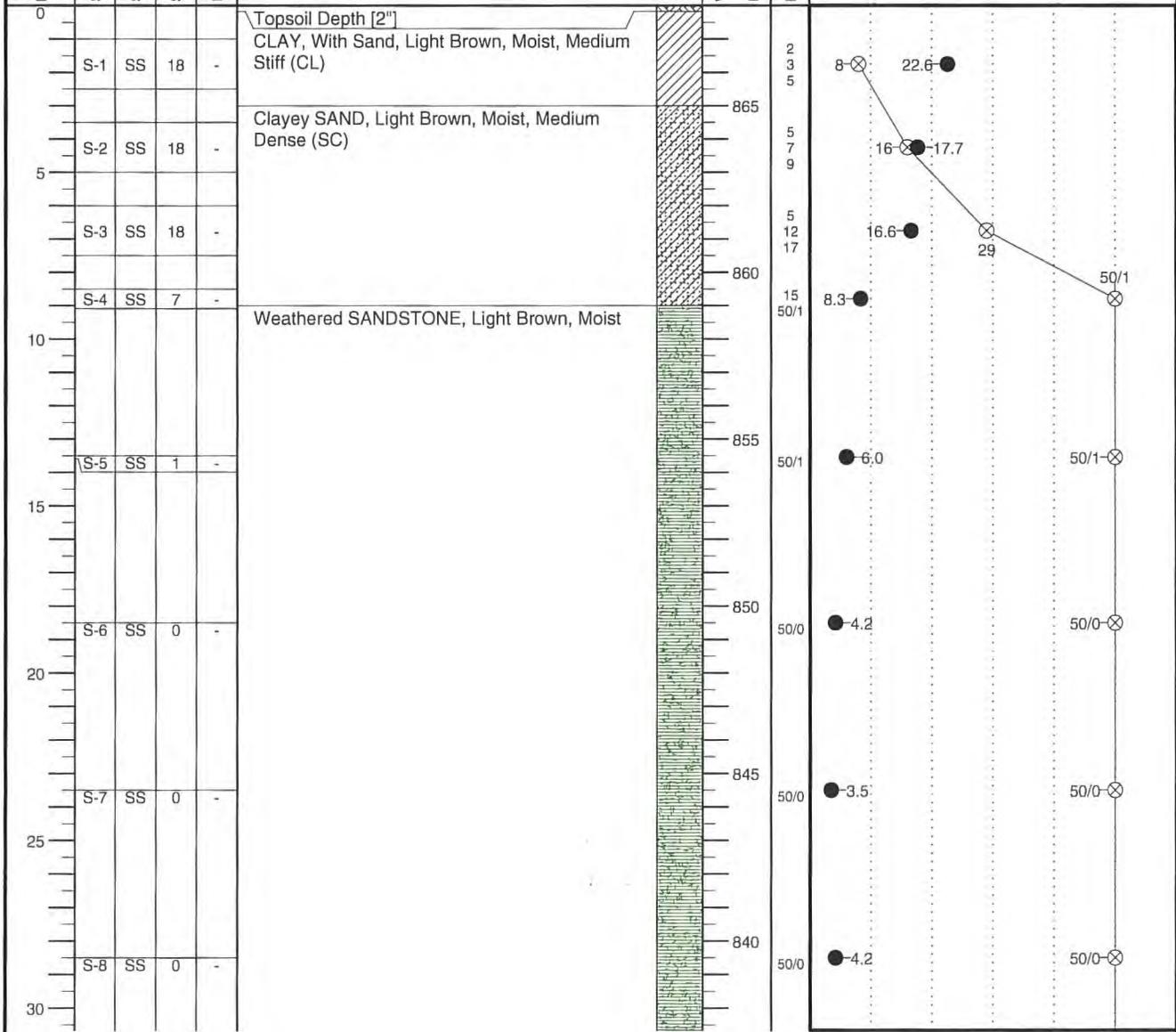


CLIENT <b>AT&amp;T</b>	JOB # <b>26:2433</b>	BORING # <b>B-1</b>	SHEET <b>1 OF 2</b>	
PROJECT NAME <b>Cell Tower (Ashland, KY - Site No. WV273A)</b>	ARCHITECT-ENGINEER <b>BC Architects Engineers, PLC</b>			

SITE LOCATION  
**Camelot Drive, Ashland, Kentucky**

NORTHING \_\_\_\_\_ EASTING \_\_\_\_\_ STATION \_\_\_\_\_

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	ELEVATION (FT)	BLOWS/6"
					BOTTOM OF CASING	LOSS OF CIRCULATION			
					SURFACE ELEVATION <b>868'</b>				



CONTINUED ON NEXT PAGE.

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

WL	WS <input type="checkbox"/> WD <input type="checkbox"/>	BORING STARTED	04/07/14	
WL(BCR)	WL(ACR) DRY	BORING COMPLETED	04/07/14	CAVE IN DEPTH
WL		RIG	CME 55	FOREMAN AI/Darin
				DRILLING METHOD 2 3/4" HSA/SPT

CLIENT <b>AT&amp;T</b>	JOB # 26:2433	BORING # B-1	SHEET 2 OF 2	
PROJECT NAME Cell Tower (Ashland, KY - Site No. WV273A)	ARCHITECT-ENGINEER BC Architects Engineers, PLC			

SITE LOCATION  
**Camelot Drive, Ashland, Kentucky**

NORTHING \_\_\_\_\_ EASTING \_\_\_\_\_ STATION \_\_\_\_\_

DEPTH (FT)	SAMPLE NO.	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ENGLISH UNITS	WATER LEVELS	BLOWS/6"
					BOTTOM OF CASING 	LOSS OF CIRCULATION 	ELEVATION (FT)	
					SURFACE ELEVATION 868'			



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WL(BCR)	WL(ACR) DRY	BORING COMPLETED	04/07/14	CAVE IN DEPTH
WL		RIG	CME 55 FOREMAN Al/Darin	DRILLING METHOD 2 3/4" HSA/SPT



## REFERENCE NOTES FOR BORING LOGS

### I. Drilling and Sampling Symbols:

SS	Split Spoon Sampler	PM	Pressuremeter	PA	Power Auger (no sample)
ST	Shelby Tube Sampler	RB	Rock Bit Drilling	HSA	Hollow Stem Auger
RC	Rock Core: NX, BX, AX	BS	Bulk Sample of Cuttings	WS	Wash Sample
WOH	Sample Advanced w/ Wt. of Hammer & Rods				

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

### II. Correlation of Penetration Resistance to Soil Consistency:

<u>Sands</u>		<u>Cohesive Soils - Silts and Clays</u>		
<u>SPT</u>	<u>Consistency</u>	<u>SPT</u>	<u>Consistency</u>	<u>Unconfined</u>
<u>N Value</u>		<u>N Value</u>		<u>Compressive</u>
				<u>Strength, Qp, tsf</u>
0 - 3	Very Loose	0 - 2	Very Soft	0 - 0.25
4 - 9	Loose	3 - 4	Soft	0.25 - 0.5
10 - 29	Medium Dense	5 - 8	Medium Stiff	0.5 - 1.0
30 - 49	Dense	9 - 16	Stiff	1.0 - 2.0
50 - 100	Very Dense	17 - 29	Very Stiff	2.0 - 4.0
100+	Partially Weathered Rock	30 - 50	Hard	4.0 - 8.0
		50 - 100	Very Hard	>8.0
		100+	Partially Weathered Rock	

### III. Unified Soil Classification Symbols:

GP	Poorly Graded Gravel	SW	Well Graded Sand	CL	Low Plasticity Clay
GW	Well Graded Gravel	SM	Silty Sand	CH	High Plasticity Clay
GM	Silty Gravel	SC	Clayey Sand	OL	Low Plasticity Organics
GC	Clayey Gravel	ML	Low Plasticity Silt	OH	High Plasticity Organics
SP	Poorly Graded Sand	MH	High Plasticity Silt	CL-ML	Dual Classification (Typical)

Modifiers: "trace" = 0% to 10%, "with" = 15% to 25%, "clayey, silty or sandy" = 30% to 50%

### IV. Water Level Measurement Symbols:

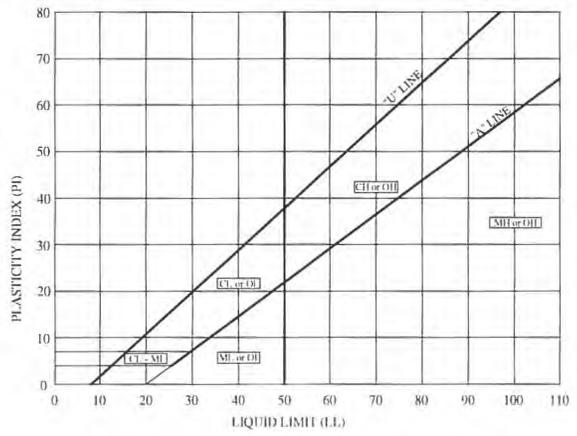
WL	Water Level	BCR	Before Casing Removal
WS	While Sampling	ACR	After Casing Removal
WD	While Drilling	WCI	Wet Cave In
		DCI	Dry Cave In

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

## Unified Soil Classification System (ASTM Designation D-2487)

Major Division	Group Symbol	Typical Names	Classification Criteria	
<b>Coarse-grained soils</b> More than 50% retaining on No. 200 sieve	<b>Gravels</b> More than 50% of coarse fraction retained on No. 4 sieve	GW Well-graded gravels and gravel-sand mixtures, little or no fines	$C_u = D_{60}/D_{10}$ Greater than 4 $C_z = (D_{30})^2 / (D_{10} \times D_{60})$ Between 1 and 3	
		GP Poorly graded gravels and gravel-sand mixtures, little or no fines	Not meeting both criteria for GW	
		GM Silty gravels, gravel-sand-silt mixtures	Atterberg limits plot below "A" line or plasticity index less than 4	
		GC Clayey gravels, gravel-sand-clay mixtures	Atterberg limits plot above "A" line and plasticity index greater than 7	
		<b>Sands</b> More than 50% of coarse fraction passes No. 4 sieve	SW Well-graded sands and gravelly sands, little or no fines	$C_u = D_{60}/D_{10}$ Greater than 6 $C_z = (D_{30})^2 / (D_{10} \times D_{60})$ Between 1 and 3
			SP Poorly graded sands and gravelly sands, little or no fines	Not meeting both criteria for SW
			SM Silty sands, sand-silt mixtures	Atterberg limits plot below "A" line or plasticity index less than 4
	SC Clayey sands, sand-clay mixtures		Atterberg limits plot above "A" line and plasticity index greater than 7	
	<b>Fine grained soils</b> 50% or more passing No. 200 sieve	<b>Silts or Clays</b> Liquid limit 50% or less  Silts or Clays Liquid limit greater than 50%	ML Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	Note: U-line represents approximate upper limit of LL and PI combinations for natural soils (empirically determined). ASTM-D2487
			CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	
			OL Organic silts and organic silty clays of low plasticity	
			MH Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts	
			CH Inorganic clays of high plasticity, fat clays	
			OH Organic clays of medium to high plasticity	
Pt Peat, muck and other highly organic soils			Fibrous organic matter; will char, burn, or glow	

Classification on basis of percentage of fines  
 GW, GP, SW, SP, GM, GC, SM, SC  
 Borderline classification requiring use of dual symbol  
 Less than 5% Pass No. 200 sieve  
 More than 12% Pass No. 200 sieve  
 5% to 12% Pass No. 200 sieve



Plasticity chart for the classification of fine-grained soils.  
Tests made on fraction finer than No. 40 sieve.



## UNIFIED SOIL CLASSIFICATION SYSTEM

**GEOTECHNICAL DATA FORM**

**Background Information**

Client: AT&T / BC Architects and Engineers, PLC  
 Project: Cell Tower (Ashland, KY - Site No. WV273A)  
 Location: Camelot Drive, Ashland, Kentucky

ECS Project No.: 26:2433  
 Type: Self-Supported Tower  
 Height: +/- 200 ft



**Subsurface Conditions**

Depth (feet)	Soil Behavior Type	Average N (spt)	Relative Density/ Consistency	USCS Classification
0 - 3	CLAY, With Sand	8	Medium Stiff	CL
3 - 9	Clayey SAND	22	Medium Dense	SC
9 - 48.5	Weathered SANDSTONE	50/1	-	-
48.5+	SANDSTONE Bedrock	50/0	-	-

**Estimated Soil Parameters for LPILE**

Depth (feet)	LPILE Soil Type	$\gamma$ (pcf)	$S_u$ (psf)	$\phi'$ (°)	$K^*$ (pci)	$E_{50}^*$
0 - 3	Stiff Clay Without Free Water (Reese)	110	1,000+	25	100	0.01
3 - 9	Sand (Reese)	120	-	30	90	-
9 - 48.5	Sand (Reese)	130	-	35	250	-
48.5+	Strong Rock (Vuggy Limestone)	135	1000+	-	-	0.001

$\gamma$ = In-situ Soil Density  
 $S_u$ = Undrained Shear Strength  
 $\phi'$ = Effective Friction Angle  
 $K$ = Horizontal Subgrade Reaction

\*Parameters estimated from values suggested in LPILE user manual.

**Foundation Recommendations**

For Drilled Shaft Foundations\*\*

Depth (ft)	Allowable End Bearing (KSF)
0 - 3	-
3 - 9	4
9 - 48.5	10
48.5+	20

Depth Interval	Allowable Average Side Friction (PSF)
0 - 3	-
3 - 9	500
9 - 48.5	1,500
48.5+	2,500

\*\*Ignore in top 5 feet in design, minimum embedment depth of 10% tower height applies.

**Construction Criteria**

- 1) Proofroll site prior to construction to detect unsuitable soil near the surface.
- 2) Compact building pads/roadway subgrade and each 12 inch lift of approved fill to 98% maximum dry density in accordance with ASTM D698 standard proctor.
- 3) Approved fill materials are granular soils with less than 3% organics, less than 50 liquid limit and less than 20 plastic index.
- 4) Foundation construction should be observed by Geotechnical Engineer.
- 5) Drilled shaft foundations should be installed in accordance with the requirements of the Deep Foundation Institute and monitored by the Geotechnical Engineer. Casing and drilling fluid will probably be needed to install shafts due to shallow groundwater.

# Important Information About Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*The following information is provided to help you manage your risks.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

### **Rely, on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: info@asfe.org www.asfe.org

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## Exhibit F

License Search

**Search Results****Specified Search**State = **Kentucky**County = **BOYD**Radio Service = **AW, CL, CW, WU**Authorization Type = **Regular**Status = **Active**Matches **1- 45** (of **45**)**PA** = Pending Application(s)**TP** = Termination Pending**L** = Lease

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date
1	KNKA393	Alltel Communications, LLC	0018437624	CL	Active	01/22/2018
2	KNKA773	NEW CINGULAR WIRELESS PCS, LLC	0003291192	CL	Active	10/01/2017
3	KNLF235	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
4	KNLH252	Cellco Partnership	0003290673	CW	Active	04/28/2017
5	KNLH537	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2017
6	KNLH538	SunCom Wireless License Company, LLC	0003246055	CW	Active	04/28/2017
7	L000007708	Iowa Wireless Services Holding Corporation	0002576874	AW	Active	11/29/2021
8	L000007951	GTE Mobilnet of Indiana Limited Partnership	0003579364	WU	Active	06/13/2019
9	L000007953	Pittsburgh SMSA Limited Partnership	0003290335	WU	Active	06/13/2019
10	L000008137	Bismarck MSA Limited Partnership	0001606532	WU	Active	06/13/2019
11	L000008140	GTE Mobilnet of Ft. Wayne Limited Partnership	0003577608	WU	Active	06/13/2019
12	L000008144	Muskegon Cellular Partnership	0005412259	WU	Active	06/13/2019
13	L000008148	Springfield Cellular Telephone Company	0003012515	WU	Active	06/13/2019
14	L000008149	GTE Mobilnet of Terre Haute Limited Partnership	0003577582	WU	Active	06/13/2019
15	L000008151	Waterloo MSA Limited Partnership	0002844546	WU	Active	06/13/2019
16	L000008161	Sioux City MSA Limited Partnership	0001609411	WU	Active	06/13/2019
17	L000008164	Wisconsin RSA #1 Limited Partnership	0005224746	WU	Active	06/13/2019
18	L000008165	Wisconsin RSA #2 Partnership	0006492631	WU	Active	06/13/2019
19	L000008166	Wisconsin RSA #6 Partnership, LLP	0005225859	WU	Active	06/13/2019
20	L000008167	Wisconsin RSA No. 8 Limited Partnership	0004082681	WU	Active	06/13/2019
21	L000008487	Pennsylvania RSA 1 Limited Partnership	0002837151	WU	Active	06/13/2019
22	L000008488	Illinois RSA 6 and 7 Limited Partnership	0002842334	WU	Active	06/13/2019
23	L000008502	Alltel Communications Wireless, Inc.	0020532149	WU	Active	06/13/2019
24	L000008514	Chicago SMSA Limited Partnership	0002846962	WU	Active	06/13/2019
25	L000008519	Dubuque MSA Limited Partnership	0002842599	WU	Active	06/13/2019
26	L000008521	Duluth MSA Limited Partnership	0001574425	WU	Active	06/13/2019
27	L000008529	Illinois RSA 1 Limited Partnership	0001837111	WU	Active	06/13/2019
28	L000008538	Iowa RSA No. 4 Limited Partnership	0001837285	WU	Active	06/13/2019
29	L000008539	Iowa RSA 5 Limited Partnership	0001837301	WU	Active	06/13/2019
30	L000008542	Michigan RSA #9 Limited Partnership	0001712918	WU	Active	06/13/2019
31	L000008588	Rockford MSA Limited Partnership	0001840537	WU	Active	06/13/2019

32	L000008612	Southwestco Wireless L.P.	0003290525	WU	Active	06/13/2019
33	L000008623	Southern Indiana RSA Limited Partnership	0001837269	WU	Active	06/13/2019
34	L000010289	Sagebrush Cellular, Inc.	0001608645	WU	Active	06/13/2019
35	L000010763	East Kentucky Network, LLC d/b/a Appalachian Wireless	0001786607	WU	Active	06/13/2019
36	WPOH986	West Virginia PCS Alliance, L.C.	0002049328	CW	Active	06/23/2015
37	WPOJ362	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
38	WPOJ803	Cellco Partnership	0003290673	CW	Active	06/30/2019
39	WQGA717	Cellco Partnership	0003290673	AW	Active	11/29/2021
40	WQGA795	New Cingular Wireless PCS, LLC	0003291192	AW	Active	11/29/2021
41	WQGD604	T-Mobile License LLC	0001565449	AW	Active	12/18/2021
42	WQJQ691	Cellco Partnership	0003290673	WU	Active	06/13/2019
43	WQPW449	Cellco Partnership	0003290673	AW	Active	04/30/2022
44	WQPZ950	Cellco Partnership	0003290673	AW	Active	11/29/2021
45	WQPZ984	T-MOBILE LICENSE LLC	0001565449	AW	Active	11/29/2021

**Call  
Sign/Lease  
ID**

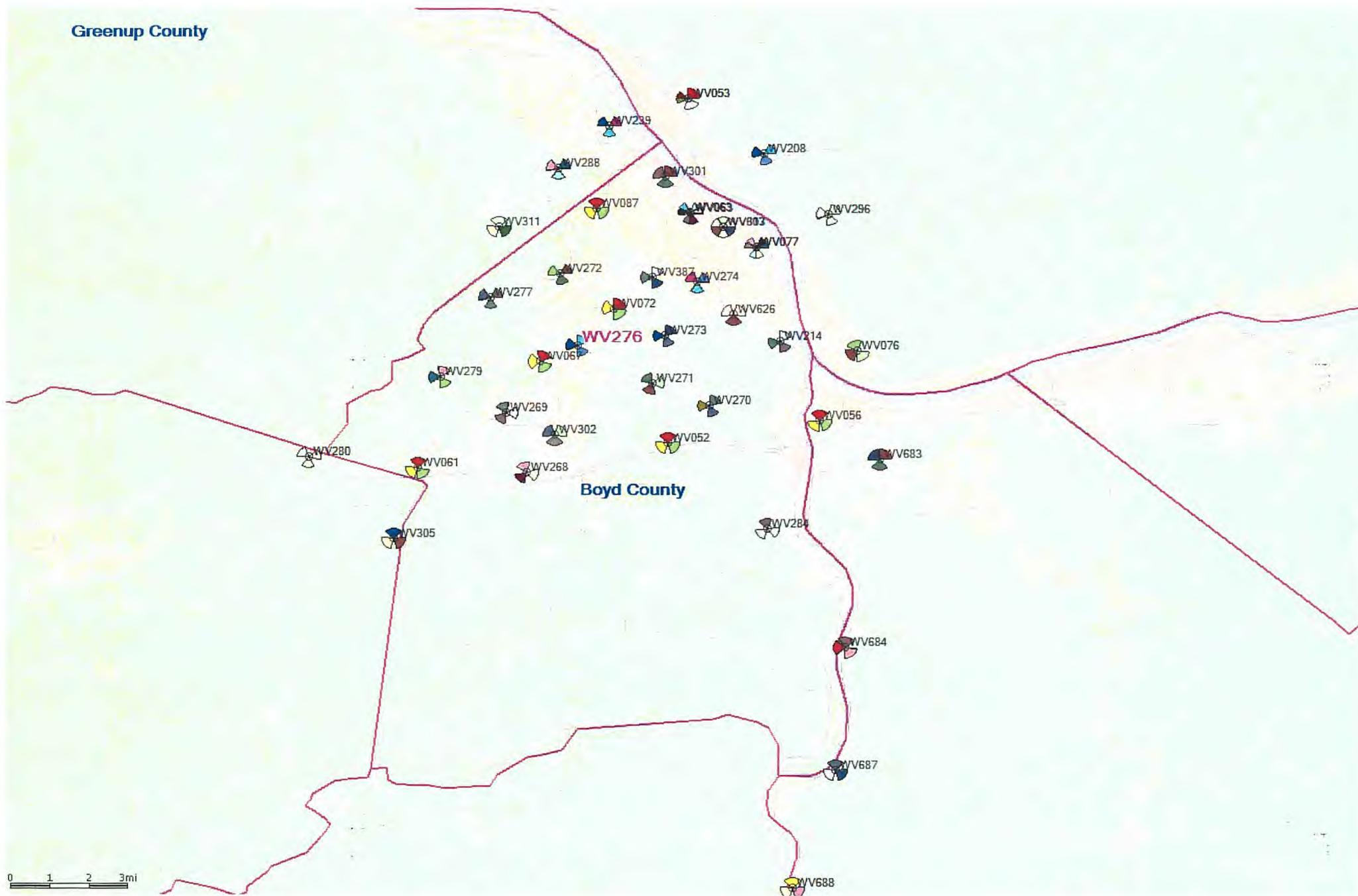
**Name**

**FRN**

**Radio  
Service Status**

**Expiration  
Date**

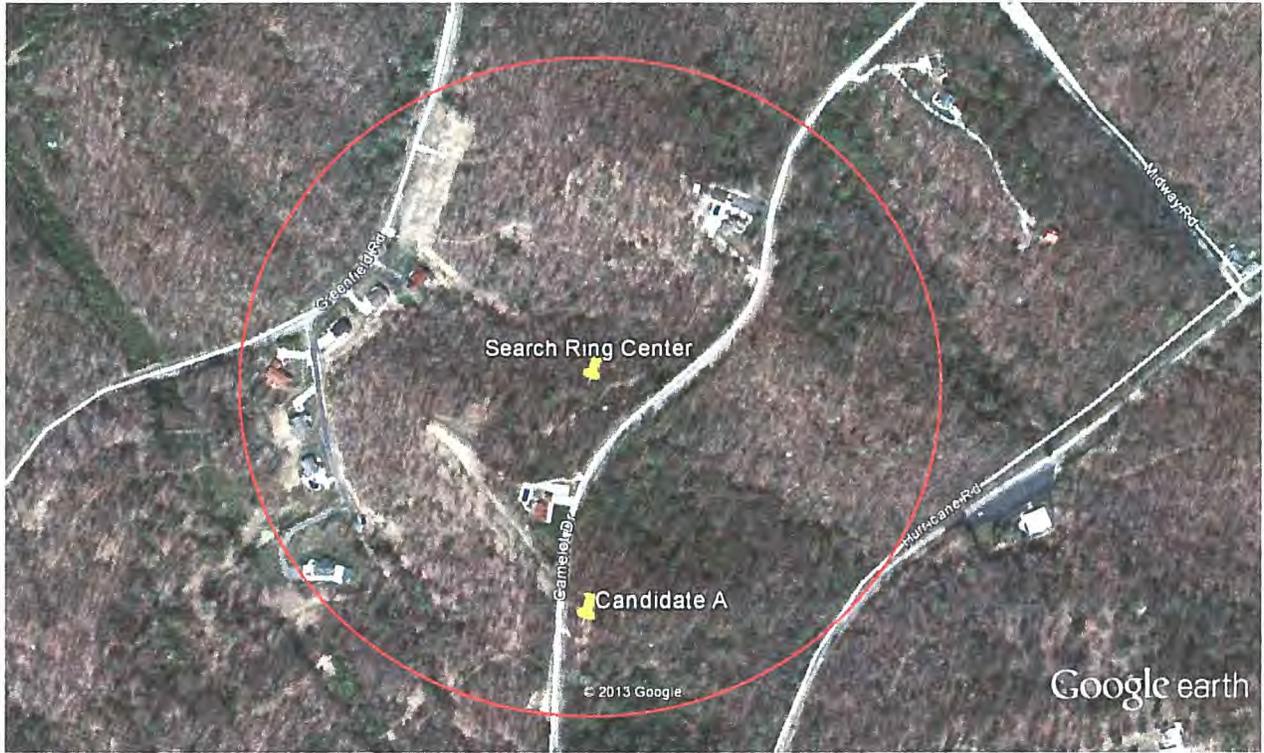
Greenup County



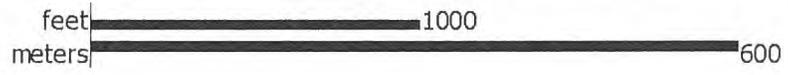
0 1 2 3mi

# Exhibit A

## Aerial Map



Google earth



## Exhibit G

\*\*\*\*\*  
\* Federal Airways & Airspace \*  
\* Summary Report: New Construction \*  
\* Antenna Structure \*  
\*\*\*\*\*

Airspace User: Carol Andreatta

File: WV273\_OV199

Location: Ashland, KY  
Distance: 2.5 Statute Miles  
Direction: 20° (true bearing)

Latitude: 38°-25'-30.0" Longitude: 82°-39'-40.7"

SITE ELEVATION AMSL..... 869 ft.  
STRUCTURE HEIGHT..... 199 ft.  
OVERALL HEIGHT AMSL.....1068 ft.

#### NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)  
FAR 77.9(b): NNR (DNE Notice Slope)  
FAR 77.9(c): NNR (Not a Traverse Way)  
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for HTS  
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for HTW  
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required  
NNR = Notice Not Required  
PNR = Possible Notice Required (depends upon actual IFR procedure)  
For new construction review Air Navigation Facilities at bottom  
of this report.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

#### OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL  
FAR 77.17(a)(2): DNE - Airport Surface  
FAR 77.19(a): DNE - Horizontal Surface  
FAR 77.19(b): DNE - Conical Surface  
FAR 77.19(c): DNE - Primary Surface  
FAR 77.19(d): DNE - Approach Surface  
FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: HTS: TRI-STATE/MILTON J. FERGUSON

Type: A RD: 32095.36 RE: 827.9

FAR 77.17(a)(1): DNE  
FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL.

VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Approach Slope: DNE  
 VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: HTW: LAWRENCE COUNTY AIRPARK

Type: A RD: 46323.49 RE: 551.7  
 FAR 77.17(a) (1): DNE  
 FAR 77.17(a) (2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Approach Slope: DNE  
 VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)  
 FAR 77.17(a) (3) Departure Surface Criteria (40:1)  
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)  
 FAR 77.17(a) (4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 2414 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE	DELTA ARP	FAA
IDENT TYP NAME	To FACIL	IN NM	ELEVATION	IFR
4KY9 HEL KING'S DAUGHTERS MEDICAL CEN	24.28	3.01	+443	
No Impact to Private Landing Facility Structure is beyond notice limit by 13289 feet.				
6KY9 HEL OUR LADY OF BELLEFONTE HOSPI	346.86	5.37	+403	
No Impact to Private Landing Facility Structure is beyond notice limit by 27629 feet.				

AIR NAVIGATION ELECTRONIC FACILITIES

FAC	ST	DIST	DELTA	GRND	
IDNT	TYPE	AT	FREQ VECTOR (ft)	ELEVA ST LOCATION	ANGLE
HTS	LOM	I	167.51 9677	+313 WV RWY 12 TRI-STATE/	1.85
TUU	LOCALIZER	I	108.7 127.38 30977	+244 WV RWY 30 TRI-STATE/	.45
298	HTS	RADAR	ON 2710. 124.31 32846	+186 WV TRI-STATE/MILTON	.32
No Impact. This structure does not require Notice based upon EMI. The studied location is within 20 NM of a Radar facility. The calculated Radar Line-Of-Sight (LOS) distance is: 76 NM. This location and height is within the Radar Line-Of-Sight.					
	TUU	LOM	I 119.94 59826	+373 WV RWY 30 TRI-STATE/	.36
	ECB	VORTAC	I 110.4 216.25 120520	-2 KY NEWCOMBE	0.00

YRK VORTAC I 112.8 311.44 120799 +28 KY YORK .01

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.  
Movement Method Proof as specified in §73.151(c) is not required.  
Please review 'AM Station Report' for details.

Nearest AM Station: WTCR @ 5252 meters.

Airspace® Summary Version 14.9.372

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10-22-2014

10:51:37

## Bobby Campbell

---

**From:** Houlihan, John (KYTC) <John.Houlihan@ky.gov>  
**Sent:** Friday, October 31, 2014 11:50 AM  
**To:** Bobby Campbell  
**Subject:** RE: Request for Confirmation of KAZC - AT&T Tower - WV273

### Aeronautical Study Result

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

Structure's Coordinates: 38°25'30.0"N, 82°39'40.7"W

Structure's Height :199ft

User-submitted ground elevation is 868.37 ft.

DEM's ground elevation is 868.72 ft (KYAPED 5-FT DEM).

The above subject does not require a permit from the Kentucky Airport Zoning Commission. 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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## Exhibit H

ULS License

## Cellular License - KNKA773 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKA773	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular
<b>Market</b>			
Market	CMA110 - Huntington-Ashland, WV/KY/OH	Channel Block	A
Submarket	0	Phase	2
<b>Dates</b>			
Grant	11/06/2007	Expiration	10/01/2017
Effective	02/13/2014	Cancellation	

**Five Year Buildout Date**

03/07/1993

**Control Points**

**1** 2975 BENNEDICT ROAD, CULLODEN, WV

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

NEW CINGULAR WIRELESS PCS, LLC 3300 E. Renner Road, B3132 Richardson, TX 75082 ATTN Reginald Youngblood	P:(855)699-7073 F:(972)907-1131 E:FCCMW@att.com
--	---

**Contact**

AT&T MOBILITY LLC Michael P Goggin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin	P:(202)457-2055 F:(202)457-3073 E:michael.p.goggin@att.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		Gender	
Ethnicity			

ULS License

## AWS, 1710-1755/2110-2155 MHz bands License - WQGA795 - New Cingular Wireless PCS, LLC

Call Sign	WQGA795	Radio Service	AW - AWS, 1710-1755/2110-2155 MHz bands
Status	Active	Auth Type	Regular
<b>Market</b>			
Market	CMA110 - Huntington-Ashland, WV/KY/OH	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	001710.00000000-001720.00000000 002110.00000000-002120.00000000

**Dates**

Grant	11/29/2006	Expiration	11/29/2021
Effective	02/12/2014	Cancellation	

**Buildout Deadlines**

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

**Notification Dates**

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

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

New Cingular Wireless PCS, LLC 3300 E. Renner Road, B3132 Richardson, TX 75082 ATTN Reginald Youngblood	P:(855)699-7073 F:(972)907-1131 E:FCCMW@att.com
--	---

**Contact**

AT&T Mobility LLC Michael P Goggin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin	P:(202)457-2055 F:(202)457-3073 E:michael.p.goggin@att.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.

ULS License

## PCS Broadband License - KNL235 - New Cingular Wireless PCS, LLC

Call Sign	KNL235	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular
<b>Market</b>			
Market	MTA018 - Cincinnati-Dayton	Channel Block	A
Submarket	15	Associated Frequencies (MHz)	001850.00000000-001865.00000000 001930.00000000-001945.00000000
<b>Dates</b>			
Grant	07/18/2005	Expiration	06/23/2015
Effective	02/13/2014	Cancellation	
<b>Buildout Deadlines</b>			
1st	06/23/2000	2nd	06/23/2005
<b>Notification Dates</b>			
1st	07/03/2000	2nd	05/16/2005

### Licensee

FRN 0003291192 Type Limited Liability Company

### Licensee

New Cingular Wireless PCS, LLC  
 3300 E. Renner Road, B3132  
 Richardson, TX 75082  
 ATTN Reginald Youngblood  
 P:(855)699-7073  
 F:(972)907-1131  
 E:FCCMW@att.com

### Contact

AT&T Mobility LLC  
 Michael P Goggin  
 1120 20th Street, NW - Suite 1000  
 Washington, DC 20036  
 ATTN Michael P. Goggin  
 P:(202)457-2055  
 F:(202)457-3073  
 E:michael.p.goggin@att.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.

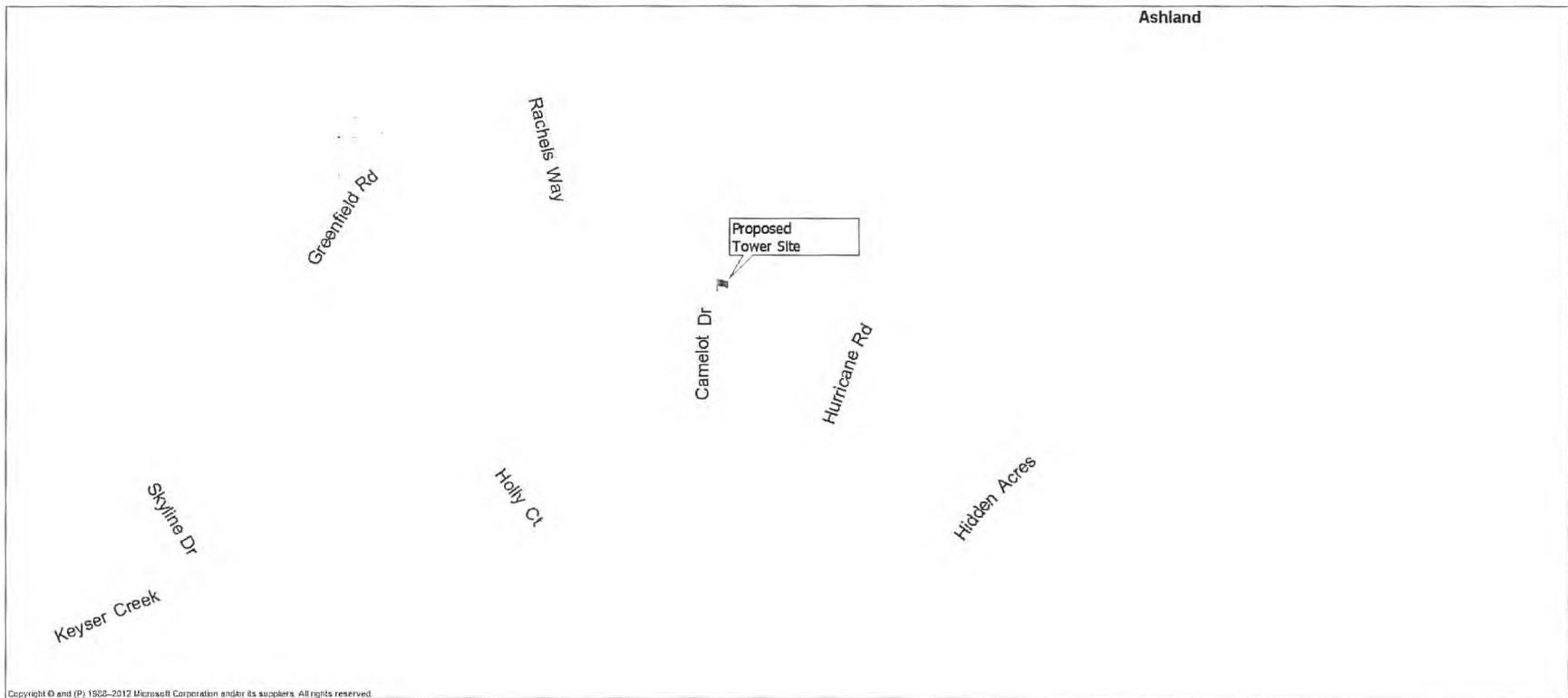
### Basic Qualifications

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

### Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

# Exhibit I



Directions to Site: From the County Seat in Catlettsburg, proceed South on Louisa Street to the intersection of U.S. 23 (Louisa Road). Proceed North on U.S. 23 approximately 0.5 miles to State Route 168. Turn left onto State Route 168 and proceed approximately 3.0 miles to Hurricane Road. Turn left onto Hurricane Road and proceed approximately 1.5 miles to Midway Road. Turn right onto Midway Road and proceed approximately 0.4 miles to Camelot Drive. Turn left onto Camelot Drive and proceed approximately 0.5 miles to access road on the left.

Prepared by: Briggs Law Office, PSC (502) 412-9222

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by King's Crossing, LLC, a Kentucky limited liability company, having a mailing address of P.O. Box 1699, Ashland, KY 41105 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Camelot Drive, Ashland, in the County of Boyd, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. 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. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, 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 ordinance, 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. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to

be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

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, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; 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 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. 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 ensure 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, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord has the option 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 the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. 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.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

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

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension 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 Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "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 Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance [REDACTED] (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes 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 foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection 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 and Property 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 its choice.

(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 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 Section 16 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 or delay in obtaining or retaining the same is commercially unreasonable;
  - (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
  - (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
  - (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' 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 termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 12(d) Environmental, 19 Condemnation, or 20 Casualty.
  - (f) by Landlord exercisable after the expiration of the second Extension Term, provided, however, that Landlord shall give twelve (12) months prior written notice to Tenant of its intention to terminate this Lease pursuant to this Section 6(f) .

7. **RELOCATION OF TENANT'S PREMISES.**

(a) If Landlord determines it reasonably necessary to relocate the Communication Facility, Landlord will have the right, subject to the following provisions of this Section, and exercisable at any time after the first five (5) years of the Initial Term, but only exercisable two times during the Term, and only after providing Tenant with not less than twelve (12) months' prior written notice, to relocate the Communication Facility, or any part thereof, to an alternate location (the "Relocation Premises") on the Property reasonably acceptable to Tenant; provided, however, that: (i) all of Tenant's reasonable costs and expenses associated with or arising out of such relocation (including costs associated with any required Governmental Approvals and/or costs for Tests of the Relocation Premises) shall be paid by Tenant except for any Landlord costs per item (iii) below; (ii) if Landlord exercises the option to relocate the Communication Facility a second time, the Landlord shall contribute and reimburse Tenant One Hundred Thousand Dollars (\$100,000.00) toward Tenant's costs and expenses associated with or arising out of such relocation within thirty (30) days of Tenant's written request, (iii) such relocation will be performed exclusively by Tenant or its agents, provided however that Landlord shall cause its employees and agents to assist and cooperate with Tenant and/or its employees and agents in connection with the relocation at no additional cost to Tenant; (iv) such relocation will not result in any interruption of the communications service of Tenant on and from the Property; (v) such relocation will not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Property and (vi) Tenant shall have the right to install and operate a temporary or mobile communication facility to ensure that there is no impairment, alteration or interruption of the communications service of Tenant on and from the Property. Landlord will exercise its relocation right by delivering at least twelve (12) months prior written notice, pursuant to the terms of this Agreement, to Tenant. In the notice, Landlord will identify the proposed Relocation Premises on the Property to which Tenant may relocate the Communication Facility. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Landlord) of the Relocation Premises (including the access and utility easements) will supplement **Exhibit 1** hereto and become a part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.

(b) The foregoing to the contrary notwithstanding, if in Tenant's reasonable judgment no suitable Relocation Premises can be found, Landlord may not exercise its relocation right described in this Section and Landlord may not relocate or cause the relocation of the Communication Facility; provided, however, that if Landlord is exercising its relocation right described in this Section in order for Landlord to comply with then-current applicable governmental laws, rules, statutes and regulations, and in Tenant's

reasonable judgment, no suitable Relocation Premises can be found, Tenant shall have the right to terminate this Agreement upon written notice to Landlord, without penalty or further obligation.

**8. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

**9. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those 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, if the exercise of such grant 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, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way 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, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

**10. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

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

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

**11. 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, warrants and agrees 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 and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect 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 without hindrance or ejection by any persons lawfully claiming under Landlord; (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 Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**12. ENVIRONMENTAL.**

(a) Landlord represents and warrants that (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) 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 applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply 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 (“Claims”), to the extent arising from that party’s breach of its obligations or representations under Section 12(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety 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 liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**13. 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 (“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. As may be described more fully in **Exhibit 1**, 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. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 13, such failure shall be a default under this Agreement.

**14. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after 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 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 Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, 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. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. 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 underground utilities.

**15. 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 and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(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 Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. 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.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

#### **16. 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 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 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: (i) Landlord's failure to provide Access to the Premises as required by Section 13 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 9 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after 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: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**17. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this

Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

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

If to Tenant:               New Cingular Wireless PCS, LLC  
                                  Attn: Network Real Estate Administration  
                                  Re: Cell Site: WV273 (WV)  
                                  Fixed Asset No.: 12880005  
                                  575 Morosgo Drive  
                                  Suite 13-F, West Tower  
                                  Atlanta, GA 30324

With a copy to:            New Cingular Wireless PCS, LLC  
                                  Attn.: Legal Department  
                                  Re: Cell Site: WV273 (WV)  
                                  Fixed Asset No.: 12880005  
                                  208 S. Akard Street  
                                  Dallas, TX 75202-4206

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

If to Landlord:            Kings Crossing, LLC  
                                  P.O. Box 1699  
                                  Ashland, KY 41105

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.

**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. 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 or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. 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. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord

agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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 personal property under applicable law; 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.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 16(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 16(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 18 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #/Name: WV273 (WV)  
Fixed Asset No: 12880005  
575 Morosgo Drive, Suite 13-F West Tower  
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 22, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

**23. SALE OF PROPERTY**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) 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. Landlord or Landlord's

prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. 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.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**24. 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 or transfer of Rent payments 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 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 right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**25. MISCELLANEOUS.**

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 25b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, 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.

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

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

(e) **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.

(f) **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. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **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.

(h) **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 this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

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

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT TWO PAGES]

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

**"LANDLORD"**

Kings Crossing, LLC, a Kentucky limited liability company-

By: 

Printed Name: E.B. Lowman III

Its: Vice President

Date: 1/22/14

LANDLORD ACKNOWLEDGMENT

STATE OF Kentucky )

CITY / COUNTY OF Boyd ) SS:

The foregoing instrument was acknowledged before me this 22nd January,  
20 14, by E. B. Lowman III, as Vice President (title)  
of King's Crossing, LLC, on behalf of the limited liability company.

Linda P. Richardson  
(Signature of Person Taking Acknowledgement)

Notary Public Linda P. Richardson  
(Title or Rank) (Printed Name)

September 7, 2014  
(Registration Number) (Commission Expiration Date)



EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Option and Lease Agreement dated Jan 27, 2014 by and between King's Crossing, LLC, a Kentucky limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described in Deed recorded in Boyd County, Kentucky as Deed Book 736, Page 722 and a portion of Boyd County Tax Map #032-00-00-035.29.

The Premises are described as follows:

**LEASE AREA**

BEGINNING AT A REBAR SET AT THE SOUTH EASTERN MOST CORNER OF LEASE AREA WHICH BEARS S 62°54'45" W A DISTANCE OF 2316.83 FEET FROM A ROAD INTERSECTION; THENCE N 87°45'21" W A DISTANCE OF 80.00'; THENCE N 02°14'39" E A DISTANCE OF 125.00'; THENCE N 87°45'21" E A DISTANCE OF 80.00'; THENCE S 02°14'39" W A DISTANCE OF 125.00' TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE LEASE AREA CONTAINING 10,000.00 SQ FT/ 0.23 ACRES.

**TURN AREA #1**

BEGINNING AT A POINT IN THE ABOVE MENTIONED CENTERLINE WHICH BEARS S 55° 24' 30" W A DISTANCE OF 49.98 FEET FROM AN IRON REBAR SET AT THE SOUTH EASTERN MOST CORNER OF SAID LEASE AREA; THENCE S 87° 44' 21" E A DISTANCE OF 40.00' FEET TO THE POINT OF TERMINUS.

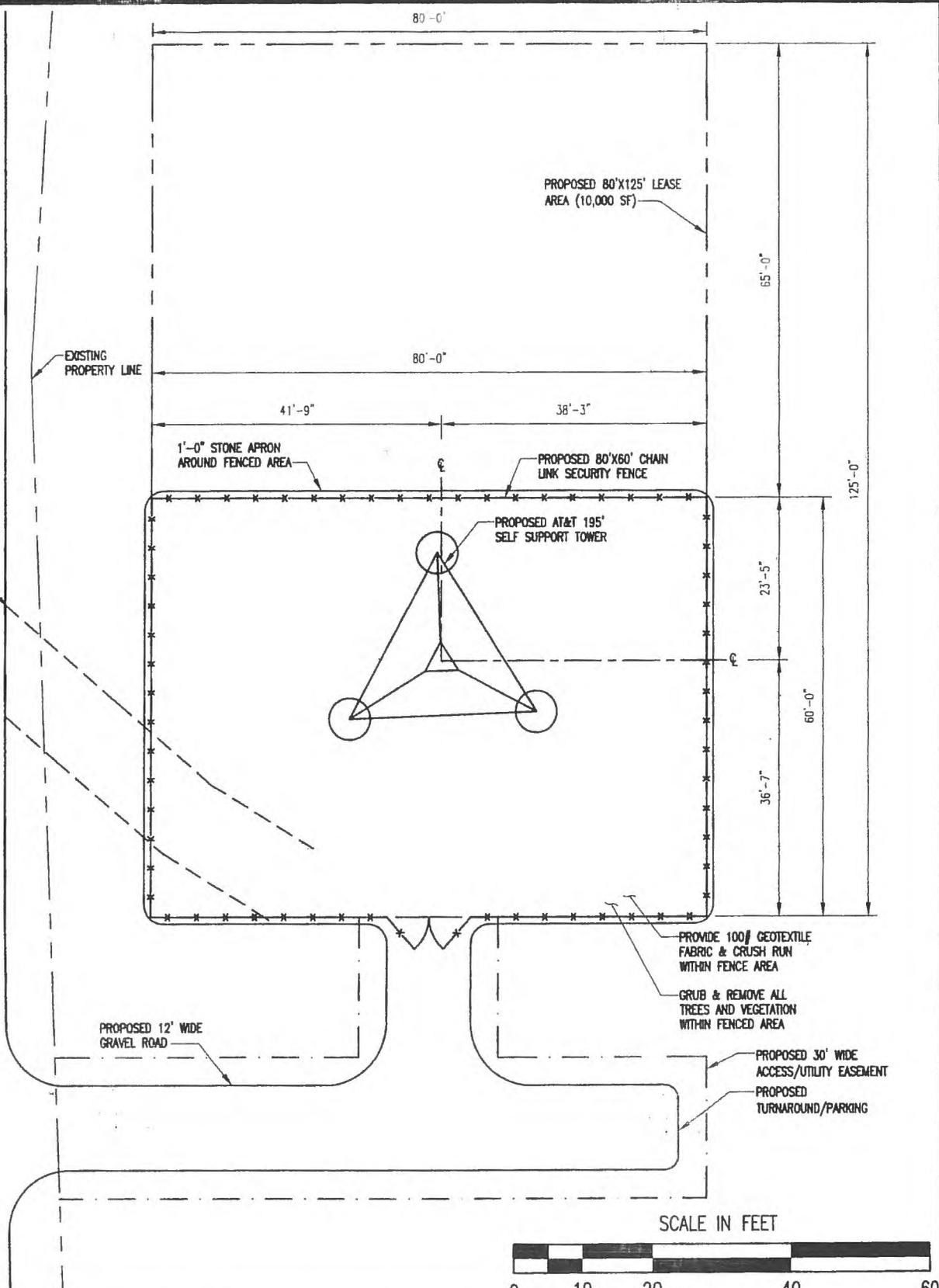
**30' ACCESS, UTILIT. AND MAINTENANCE EASEMENT**

**BEGINNING AT A POINT LOCATED ON A LINE COMMON TO LEASE AREA, WHICH BEARS S 87° 45' 21" E A DISTANCE OF 40.00' FROM A REBAR SET AT THE SOUTH EASTERN MOST CORNER OF SAID LEASE AREA; THENCE S 02° 4' 39" W A DISTANCE OF 18.98' FEET TO A POINT; THENCE N 87° 44' 21" W A DISTANCE OF 54.34' FEET TO THE POINT OF TERMINUS, CONTAINING 2,281.77 SQ FT**

And are depicted on the following page.

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



SCALE IN FEET



FOR ALL INFORMATION, USE CALL: 1-800-333-3333 FAX: 703-671-8300 11/15/04 1/2/04/04 - 2013/0007/0000/0000/0000 - REV B - 10-02-13/20-14.dwg

**BC**  
architects  
engineers  
5661 COLUMBIA PIKE, SUITE 200  
FALLS CHURCH, VA 22041-2668  
TEL: (703) 671-8000  
FAX: (703) 671-8300

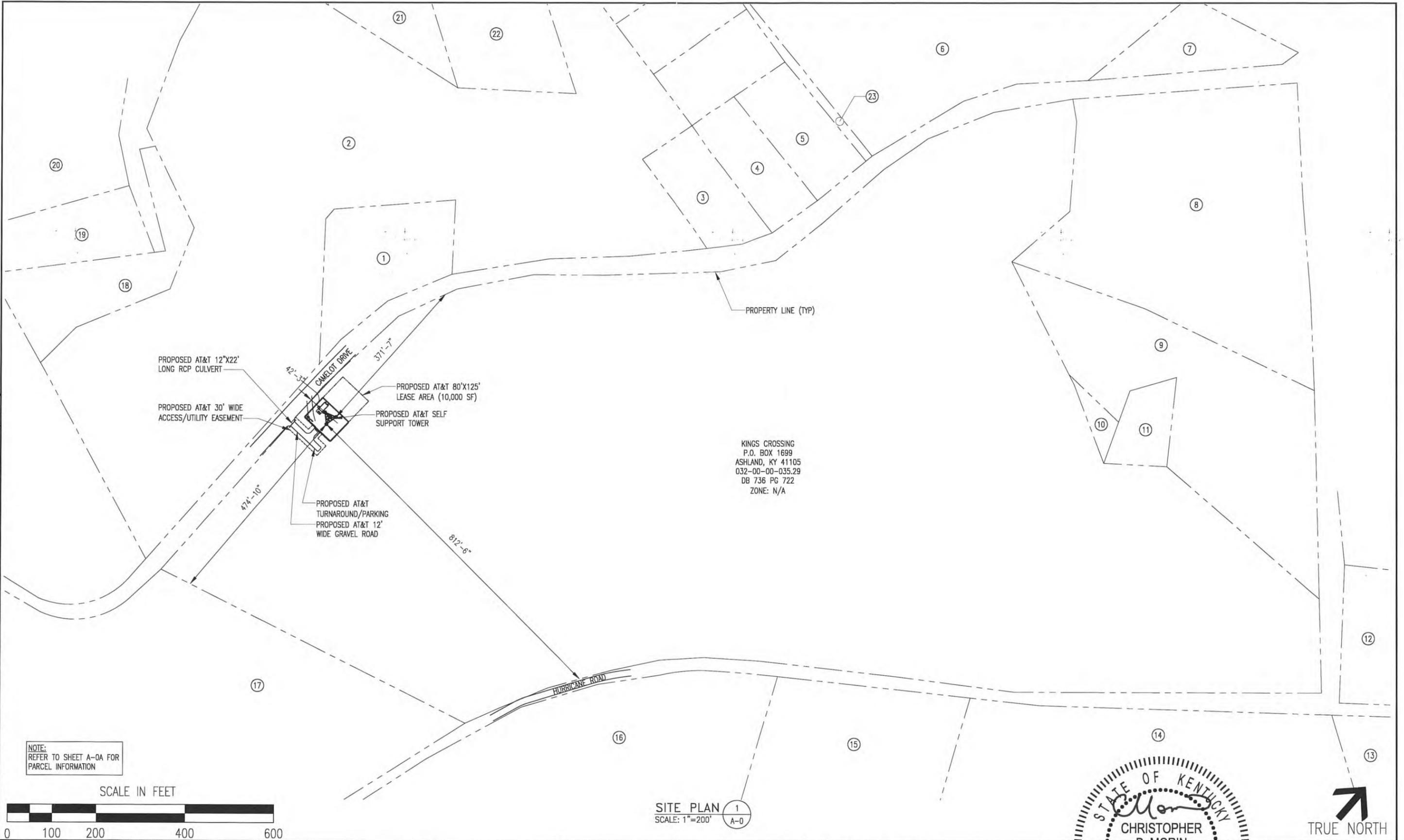


WV273A  
CAMELOT DRIVE  
ASHLAND, KY 41102

LEASE EXHIBIT			
PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 09-10-13	SHEET: 1 OF 2	REV: A
	DATE: 10-02-13	SHEET: 1 OF 2	REV: B
SITE#: WV273A LAT: 38.42502° LONG: -82.66143°			
SCALE: 1"=20'			

## Exhibit J

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 11-14-14 ALAN VALVERDE 15:43:29 Y:/Drawings - 2013/AT&T/Bechtel/WV273A/GD's - REV 4 - 2014-11-13/A0.dwg



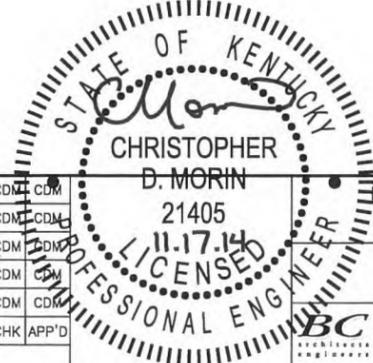
5661 COLUMBIA PIKE, SUITE 200  
 FALLS CHURCH, VA 22041-2868  
 TEL: (703) 671-6000  
 FAX: (703) 671-6300

**WV273A**  
**12880005**  
 SITE ADDRESS:  
 CAMELOT DRIVE  
 CATLETTSBURG, KENTUCKY 41129



NO.	DATE	REVISIONS	BY	CHK	APP'D
5	11-17-14	CITY & ZIP UPDATED	AV	CDM	CDM
4	11-13-14	COUNTY COMMENTS	AV	CDM	CDM
3	10-29-14	COUNTY COMMENTS	AV	CDM	CDM
2	1-20-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM
1	1-14-14	REVISED RFDS & UTILITY COMMENTS	AV	CDM	CDM

SCALE: AS SHOWN    DESIGNED C. MORIN    DRAWN AV



BC ARCHITECTS ENGINEERS FALLS CHURCH, VA	SITE PLAN
DRAWING NUMBER	REV
A-0	4

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 10-23-14 ALAN VALVERDE 12:51:44 Y:/Drawings - 2013/AT&T/Bechtel/WV273A/CD's - REV 3 - 2014-10-23/AAA.dwg

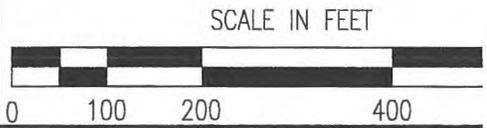
- ① HEDRICK PATRICK M  
032-04-00-027.07  
2110 BROADWAY STREET  
CATLETTSBURG, KY 41129  
DB 644 DP 627  
ZONE RESIDENTIAL
- ② BENNETT CHARLES W &  
CHARLES ADAMS  
032-04-00-027.00  
215 20TH STREET  
ASHLAND, KY 41101  
DB 611 DP 710  
ZONE RESIDENTIAL
- ③ BENNETT CHARLES W &  
CHARLES ADAMS  
032-04-00-027.01  
215 20TH STREET  
ASHLAND, KY 41101  
DB 633 DP 547  
ZONE RESIDENTIAL
- ④ FLETCHER KENNY & REBECCA  
032-04-00-027.02  
4045 CAMELOT DRIVE  
CATLETTSBURG, PA 41129  
DB 635 DP 113  
ZONE RESIDENTIAL
- ⑤ FLETCHER KENNY & REBECCA  
032-04-00-027.03  
4045 CAMELOT DRIVE  
CATLETTSBURG, PA 41129  
DB 635 DP 113  
ZONE RESIDENTIAL
- ⑥ KINGS CROSSING LLC  
032-00-00-035.30  
P.O. BOX 1699  
ASHLAND, KY 41105  
DB 736 DP 722  
ZONE NONE
- ⑦ [REDACTED]
- ⑧ CARPER GEORGE STEVEN & DIANE E  
032-00-00-035.15  
4168 CAMELOT DRIVE  
CATLETTSBURG, KY 41129  
DB 644 DP 514  
ZONE NONE
- ⑨ CARPER GEORGE STEVEN & DIANE E  
032-00-00-035.13  
4168 CAMELOT DRIVE  
CATLETTSBURG, KY 41129  
DB 750 DP 016  
ZONE NONE
- ⑩ GREENSLATE CONNIE S  
032-00-00-035.32  
4156 CAMELOT DRIVE  
CATLETTSBURG, KY 41129  
DB 750 DP 021  
ZONE NONE
- ⑪ GREENSLATE JAMES & CONNIE SUE  
032-00-00-035.17  
4156 CAMELOT DRIVE  
CATLETTSBURG, KY 41129  
DB 624 DP 503  
ZONE NONE
- ⑫ O'NEAL MICHAEL DALE  
032-01-00-222.00  
3913 HURRICANE ROAD  
CATLETTSBURG, KY 41129  
DB 526 DP 998  
ZONE RESIDENTIAL
- ⑬ ADAMS NANCY  
032-01-00-212.00  
400B HURRICANE ROAD  
CATLETTSBURG, KY 41129  
DB 646 DP 238  
ZONE RESIDENTIAL
- ⑭ KINGS CROSSING LLC  
032-00-00-035.00  
P.O. BOX 1699  
ASHLAND, KY 41105  
DB 736 DP 722  
ZONE NONE
- ⑮ ASHLAND GRACE CHURCH  
032-04-00-070.00  
P.O. BOX 1507  
ASHLAND, KY 41105  
DB 716 DP 309  
ZONE OTHER
- ⑯ RIGSBY WADE & LULLIAN  
032-04-00-069.00  
3521 HIDDEN ACRES  
CATLETTSBURG, KY 41129  
DB N/A DP N/A  
ZONE N/A
- ⑰ LOWMAN EDWIN B II  
032-04-00-018.00  
3500 LOWMAN DRIVE  
ASHLAND, KY 41102  
DB 472 DP 690  
ZONE N/A
- ⑱ REYNOLDS PAUL  
032-04-00-027.15  
6091 RACHEL WAY  
ASHLAND, KY 41102  
DB 758 DP 081  
ZONE RESIDENTIAL
- ⑲ [REDACTED]
- ⑳ [REDACTED]
- ㉑ [REDACTED]
- ㉒ [REDACTED]
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- ⑳ FLETCHER KENNY & REBECCA  
032-00-00-035.31  
4045 CAMELOT DRIVE  
CATLETTSBURG, KY 41129  
DB 745 DP 777  
ZONE RESIDENTIAL

REYNOLDS PAUL  
032-04-00-027.14  
DB 758 PG 081  
ZONE: RESIDENTIAL

EXISTING UTILITY LINE

OHU  
OHU

PARCEL INFO ①  
SCALE: 1"=200'  
A-0A



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

WV273A  
12880005  
SITE ADDRESS:  
CAMELOT DRIVE  
CATLETTSBURG, KENTUCKY 41129



# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Patrick Hedrick  
2110 Broadway Street  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Charles Bennett & Charles Adams  
215 20th Street  
Ashland, KY 41101

### Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

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Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Kenny & Rebecca Fletcher  
4045 Camelot Drive  
Ashland, KY 41129

### Via Certified Mail Return Receipt Requested

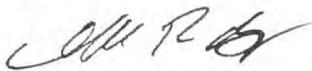
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

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Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Kings Crossing, LLC  
P.O. Box 1699  
Ashland, KY 41105

### Via Certified Mail Return Receipt Requested

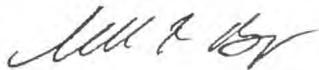
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

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Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

George Steven & Diane Carper  
4168 Camelot Drive  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

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Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Connie S. Greenslate  
4156 Camelot Drive  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

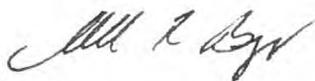
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

James and Connie Sue Greenslate  
4156 Camelot Drive  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

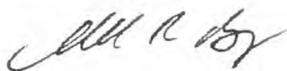
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site OR is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Michael Dale O'Neal  
3913 Hurricane Road  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Nancy Adams  
4008 Hurricane Road  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Ashland Grace Church  
P.O. Box 1507  
Ashland, KY 41105

### Via Certified Mail Return Receipt Requested

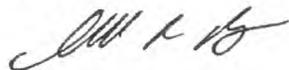
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Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Wade and Lullian Rigsby  
3521 Hidden Acres  
Catlettsburg, KY 41129

### Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Edwin B. Lowman II  
3500 Lowman Drive  
Ashland, KY 41102

### Via Certified Mail Return Receipt Requested

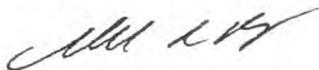
Dear Landowner:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located on Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely,



Todd R. Briggs

Enclosure

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Notice of Proposed Construction Wireless Telecommunications Facility

Paul Reynolds  
6091 Rachel Way  
Ashland, KY 41102

### Via Certified Mail Return Receipt Requested

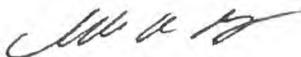
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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs

Enclosure

## Exhibit K

# BRIGGS LAW OFFICE, PSC

---

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222  
Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757  
todd@briggslawoffice.net

**TODD R. BRIGGS**  
*also admitted in Colorado*

## Via Certified Mail Return Receipt Requested

Honorable William Stevens  
Boyd County Judge Executive  
P.O. Box 423  
Catlettsburg, KY 41129

**RE: Notice of Proposal to Construct Wireless Telecommunications Facility  
Kentucky Public Service Commission--Case No. 2014-00387**

Dear Judge Stevens:

New Cingular Wireless PCS, LLC is applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at Camelot Drive, Catlettsburg, Kentucky 41129. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

You have a right to submit comments regarding the proposed construction to the Commission or to request intervention in the Commission's proceedings on this application.

Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00387 in any correspondence.

Sincerely,



Todd R. Briggs  
Counsel for New Cingular Wireless PCS, LLC

Enclosure

## Exhibit L

# PUBLIC NOTICE

New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

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

Briggs Law Office, PSC  
4965 U.S. Hwy 42  
Suite 1000  
Louisville, KY. 40222  
(502) 412-9222

or

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

Please refer to Commission's  
**Case #2014-00387**  
in your correspondence.

# PUBLIC NOTICE

New Cingular Wireless PCS, LLC  
proposes to construct a  
telecommunications

# TOWER

on this site. If you have  
any questions please contact:

Briggs Law Office, PSC  
4965 U.S. Hwy 42  
Suite 1000  
Louisville, KY. 40222  
(502) 412-9222

or

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

Please refer to Commission's  
**Case #2014-00387**  
in your correspondence.

## Exhibit M

# EXHIBIT B

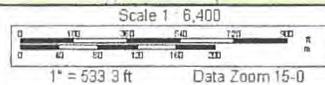
## Topographical Map



Topo North America™ 10



Data use subject to license  
© DeLorme Topo North America™ 10  
www.delorme.com



## Exhibit N



### **RF Statement and Collocation Capabilities**

New Cingular Wireless, LLC d/b/a AT&T Mobility ("AT&T") has considered the likely effects of the installation on nearby land uses and values and has concluded that there are no more suitable locations reasonably available from which adequate service to the area can be provided, and that there is no reasonably available opportunity to co-locate.

There are however, four (4) existing cell sites within two (2) miles of the search ring center coordinates (38.426972 N, -82.661258 W). Two of these cell sites are already being occupied by AT&T, WV626 (38.434306 N, -82.630028 W) and WV072 (38.435972 N, -82.685639 W). The other two are tower sites that AT&T has plans to use for co-location, WV387 (38.448889 N, -82.668 W) and WV271 (38.405444 N, -82.667167 W).

That being said, there are no other existing cell towers or structures within the proposed service area for the applicant to collocate its facilities upon.

Lamine Diedhiou

RF Design Engineer

*LDiedhiou*



October 3, 2014

**Subject:**

**AT&T Site – Communications Tower located in Ashland, KY (AT&T Site ID# WV273)**

AT&T will comply with all FCC rules regarding interference to other radio services and AT&T will comply with all FCC rules regarding human exposure to radio frequency energy.

AT&T will comply with all FCC rules regarding NIER (Non Ionizing Electromagnetic Radiation levels).

Please do not hesitate to contact me with any questions or concerns regarding this project.

Sincerely,

Lamine Diedhiou  
RF Engineer  
AT&T Mobility  
1936 Blue Hills Drive NE  
Floor 2  
Roanoke, VA 24012  
540-983-6029  
*LDiedhiou*



AT&T Mobility  
1936 Blue Hills Dr NE  
Roanoke, VA 24012

T: 540-983-6029  
F: 540-983-6284  
www.att.com

October 3, 2014

To Whom It May Concern:

Re: AT&T Mobility Tower –Boyd County

Dear Sir or Madam:

This letter is to state the need for proposed AT&T site called WV273, to be located in ASHLAND, KY. This site is necessary to improve coverage in this area of Ashland and the surrounding areas. Site WV273 will connect to our existing sites WV302, WV056, WV067, WV076, WV072 and WV626. Without site WV273 customers in this area of Ashland or traveling on Route 538 and streets around will drop calls and experience low voice quality to no service. With the addition of this site, the customers in this area of Boyd County will be provided with reliable communications, improved in-building coverage, and good access to emergency 911 services.

Lamine Diedhiou  
RF Design Engineer

*LDiedhiou*

Kentucky Public Service Commission  
P.O. Box 615  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

RE: Alternate Site Analysis Report  
Uniform Application for a Communications Facility  
Applicant: AT&T Mobility  
Site Location: Camelot Drive, Ashland, KY 41102  
Site Name: Camelot Drive

Dear Commissioners:

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

### **AT&T Mobility Site Development Process**

**Step 1: Problem Identification.** AT&T Mobility radio frequency engineers first identified a growing coverage and/or capacity gap in an area of Boyd County near Ashland, Kentucky.

**Step 2: Search Ring.** To help guide the site development team's task of identifying a suitable location for a new wireless communications facility site, AT&T Mobility's 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 Ring) that identified the general area in which a new site must be located. In this instance, the search ring has a 0.2 mile search radius from the search ring center coordinates (38.426972 N, -82.661258 W). A copy of the Search Ring for this site is attached as Exhibit A. The area contains large agricultural and residential parcels with large variations in elevation (see attached Exhibit B).

**Step 3: Co-location Review.** The site development team first reviewed the area within the Search Ring for a suitable tall structure for co-location. In this case, there are no existing FCC-registered structures within the search ring, and there are no other existing structures within the search ring that are suitable to support AT&T Mobility's proposed antennas.

**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, the selected site is located in an unincorporated

portion of Boyd County, and there is no applicable zoning district. The property, on which the tower and associated easements are proposed, is Parcel ID 032-00-00-035.29.

**Step 5: Preliminary Inspection and Assessment of Suitable Parcels.** Once suitably zoned 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, the properties within the search ring have large elevation changes throughout. The majority of the property in the search ring is owned by the same property owner who has future development plans for the large vacant tract.

**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, one candidate was submitted to the Radio Frequency Engineer. This Candidate was chosen by the RF Engineer as the location meets the radio frequency service objective for the site.

**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.

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.

Environmental Due Diligence:

A Phase I Environmental Site Assessment ("ESA") investigation was performed to establish the pre-existing types and amounts of contamination at a site, and to establish that the leaseholder is innocent of liability for the costs of performing environmental

cleanup work that might arise from pollution or contamination of the site caused by a third party.

In addition to performing a Phase 1 ESA, the site was also evaluated for potential impacts under the National Environmental Policy Act (NEPA), submitted to the State Historic Preservation Office for review of potential impacts to historic structures or districts, and submitted to the registered Tribal Historic Preservation Office so that registered Native American nations had the opportunity to review potential impacts on native religious, ceremonial, or cultural resources.

#### Federal Regulatory Approvals

- Federal Aviation Administration (“FAA”) compliance.
- Federal Communication Commission (“FCC”) compliance.

In this case, no properties were ruled out due to the criteria above.

**Step 8: Application.** Once a lease is obtained and all site due diligence is completed, AT&T Mobility prepared and filed the accompanying uniform application to construct, maintain and operate a communications facility.

#### Conclusion

Applicant’s site identification and selection process aims to identify the least intrusive of all the technically feasible parcels in a service need area. In this case, the property meets the radio frequency site design objective, has natural screening in all directions, is constructible and provides appropriate setback distance from surrounding residential homes.

Sincerely,

Brian Ramirez  
Site Acquisition Agent  
PBM Wireless Services  
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Carmel, Indiana 46033  
(317) 225-6075

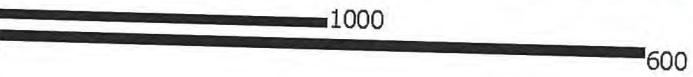
**Exhibit A**

**Aerial Map**



Google earth

feet  
meters

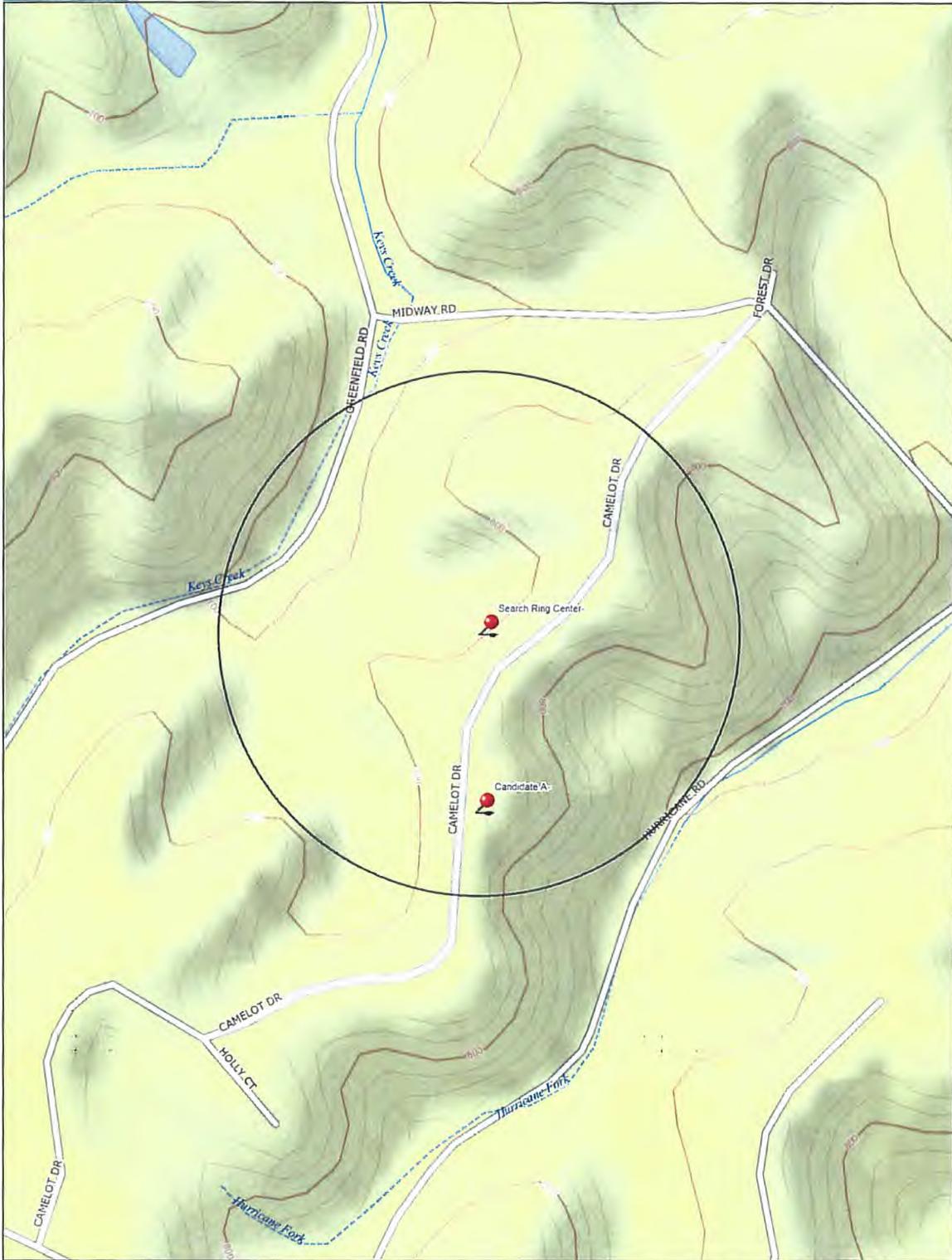


**EXHIBIT B**

# Topographical Map



Topo North America™ 10



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