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OCT 27 2016

# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF TRIMBLE PUBLIC SERVICE COMMISSION

CASE NO.: 2016-00372

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SITE NAME: LG&E TRIMBLE

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# APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR CONSTRUCTION OF 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 other statutory authority, and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless communications services.

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

1. The complete name and address of the Applicant: New Cingular Wireless

PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of 601 West Chestnut Street, Louisville, Kentucky 40203.

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

3. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.

4. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of the Applicant's FCC licenses to provide wireless services are attached to this Application or described as part of **Exhibit A**, and the facility will be constructed and operated in accordance with applicable FCC regulations.

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

integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at 80 Doe Ridge Road, Bedford, Kentucky 40006 (38°32'51.33" North latitude,85°19'40.19" West longitude), on a parcel of land located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Barney A. and Vicki L. Egerton pursuant to a Deed recorded at Deed Book 61, Page 743 in the office of the Trimble County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included as part of **Exhibit B**.

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

10. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

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

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

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

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

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

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

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

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

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

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

21. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.

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

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

24. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.

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

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

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

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

Respectfully submitted,

David A. Pike Pike Legal Group, PLLC 1578 Highway 44 East, Suite 6 P. O. Box 369 Shepherdsville, KY 40165-0369 Telephone: (502) 955-4400 Telefax: (502) 543-4410 Email: dpike@pikelegal.com Attorney for New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

# LIST OF EXHIBITS

- A FCC License Documentation
- B Site Development Plan:

500' Vicinity Map Legal Descriptions Flood Plain Certification Site Plan Vertical Tower Profile

- C Tower and Foundation Design
- D Competing Utilities, Corporations, or Persons List
- E FAA
- F Kentucky Airport Zoning Commission
- G Geotechnical Report
- H Directions to WCF Site
- I Copy of Real Estate Agreement
- J Notification Listing
- K Copy of Property Owner Notification
- L Copy of County Judge/Executive Notice
- M Copy of Posted Notices
- N Copy of Radio Frequency Design Search Area

# EXHIBIT A FCC LICENSE DOCUMENTATION

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

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City: Shelbyville Count Antenna: 1 Azimuth (from Antenna Height AAT (mo Transmitting ERP (watts Antenna: 2 Azimuth (from Antenna Height AAT (mo	y: SHELBY a true north) eters) ( ) 1 a true north) eters) ( ) 2	<b>0</b> 56.700 105.000 <b>0</b> 56.700	<b>45</b> 36.300 174.200 <b>45</b> 36.300	<b>90</b> 47.500 64.700 <b>90</b> 47.500	<b>135</b> 68.600 45.800 <b>135</b> 68.600	<b>180</b> 78.900 0.348 <b>180</b> 78.900	83.400 23.000 <b>225</b> 83.400	81.300 81.500 <b>270</b> 81.300	76.500 162.600 <b>315</b> 76.500					
City: Shelbyville Count Antenna: 1 Azimuth (from Antenna Height AAT (mo Transmitting ERP (watts Antenna: 2 Azimuth (from Antenna Height AAT (mo Transmitting ERP (watts	y: SHELBY a true north) eters) ( ) 1 a true north) eters) ( ) 2 a true north)	0 56.700 105.000 0 56.700 3.100	<b>45</b> 36.300 174.200 <b>45</b> 36.300 18.200	<b>90</b> 47.500 64.700 <b>90</b> 47.500 36.700	<b>135</b> 68.600 45.800 <b>135</b> 68.600 41.900	<b>180</b> 78.900 0.348 <b>180</b> 78.900 26.800	83.400 23.000 <b>225</b> 83.400 4.800	<ul><li>81.300</li><li>81.500</li><li>270</li><li>81.300</li><li>2.400</li></ul>	76.500 162,600 <b>315</b> 76.500 1.800					



Call Sign: KNKQ255	File	Number:		Print Date:					Print Date:				
Location         Latitude         Longit           15         38-38-10.0 N         085-05           Address:         310 Whites Run Road         (3764)	5-53.5 W	(m	ound Elev eters) 5.4		ructure Hg leters) .2	t to Tip	Antenna Structur Registration No. 1036425						
City: CARROLLTON County: CAL		State: KY	Constr	uction De	adline:								
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315					
Antenna Height AAT (meters)	137.100	83.600	102.400	130.000	70.400	71.000	91.300	126.200					
Transmitting ERP (watts)	145.700	137.000	127.800	38.600	48.600	22.000	22.000	108.000					
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315					
Antenna Height AAT (meters)	137.100	83.600	102.400	130.000	70.400	71.000	91.300	126.200					
Transmitting ERP (watts)	1.300	6.300	85.100	296.800	216.300	29.700	3.800	0.600					
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315					
Antenna Height AAT (meters)	137.100	83.600	102.400	130.000	70.400	71.000	91.300	126.200					
Transmitting ERP (watts)	13.300	3.400	0.700	1.000	18.400	147.100	346.700	131.100					
		188. 188											
	tude 2-15.7 W	(m	round Elev leters) 8.4		ructure Hg ieters) 9.7	t to Tip	Antenna St Registratio 1207331						
		(m 24	eters)	<b>(n</b> 80	ieters)	t to Tip	Registratio						
1638-39-36.8 N085-02Address:7881 Hwy 36 EastCity:SandersCounty: CARROLLAntenna:1 Azimuth (from true north)	2-15.7 W State: K	(m 24	eters) 8.4	<b>(n</b> 80	ieters)	t to Tip 225	Registratio						
16       38-39-36.8 N       085-02         Address:       7881 Hwy 36 East         City:       Sanders       County: CARROLL         Antenna:       1 Azimuth (from true north)         Antenna Height AAT (meters)	2-15.7 W State: k 0 132.700	(m 24 <u>CY</u> Cons 45 100.900	eters) 8.4 struction I 90 100.500	(m 80 Deadline: 135 95.100	neters) 0.7 180 118.800	<b>225</b> 93.600	Registratio 1207331 270 130.200	n No. 315 103.900					
1638-39-36.8 N085-02Address:7881 Hwy 36 EastCity:SandersCounty: CARROLLAntenna:1 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)	2-15.7 W State: k 0 132.700 34.900	(m 24 <u>XY</u> Cons 45	eters) 8.4 struction I 90	(n 80 Deadline: 135	180	225	<b>Registratio</b> 1207331 <b>270</b>	n No. 315					
16       38-39-36.8 N       085-02         Address:       7881 Hwy 36 East         City:       Sanders       County: CARROLL         Antenna:       1 Azimuth (from true north)         Antenna Height AAT (meters)         Transmitting ERP (watts)         Antenna:       2 Azimuth (from true north)	2-15.7 W State: k 0 132.700 34.900	(m 24 <u>CY</u> Cons 45 100.900	eters) 8.4 struction I 90 100.500	(m 80 Deadline: 135 95.100	neters) 0.7 180 118.800	<b>225</b> 93.600	Registratio 1207331 270 130.200	n No. 315 103.900					
16       38-39-36.8 N       085-02         Address: 7881 Hwy 36 East       City: Sanders       County: CARROLL         Antenna: 1 Azimuth (from true north)         Antenna Height AAT (meters)         Transmitting ERP (watts)         Antenna: 2 Azimuth (from true north)         Antenna Height AAT (meters)	2-15.7 W State: k 0 132.700 34.900 0 132.700	(m 24 <u>24</u> <u>45</u> 100.900 70.500 <b>45</b> 100.900	eters) 8.4 struction I 90 100.500 83.300 90 100.500	(m 80 Deadline: 135 95.100 36.800 135 95.100	<b>180</b> 118.800 5.500 <b>180</b> 118.800	<b>225</b> 93.600 2.900 <b>225</b> 93.600	Registratio 1207331 270 130.200 2.800 270 130.200	<b>315</b> 103.900 5.200 <b>315</b> 103.900					
1638-39-36.8 N085-02Address:7881 Hwy 36 EastCity:SandersCounty: CARROLLAntenna:1 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500	(m 24 CY Cons 45 100.900 70.500 45	eters) 8.4 struction I 90 100.500 83.300 90	(m 80 Deadline: 135 95.100 36.800 135	<b>180</b> 118.800 5.500 <b>180</b>	<b>225</b> 93.600 2.900 <b>225</b>	Registratio 1207331 270 130.200 2.800 270 130.200	<b>315</b> 103.900 5.200 <b>315</b>					
1638-39-36.8 N085-02Address: 7881 Hwy 36 EastCity: SandersCounty: CARROLLAntenna: 1 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)Antenna: 2 Azimuth (from true north)Antenna: 1 Azimuth (from true north)Antenna: 2 Azimuth (from true north)Antenna: 3 Azimuth (from true north)	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0	(m 24 <u>24</u> <u>45</u> 100.900 70.500 <b>45</b> 100.900	eters) 8.4 struction I 90 100.500 83.300 90 100.500 1.100 90	(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135	<b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b>	<b>225</b> 93.600 2.900 <b>225</b> 93.600 252.800 <b>225</b>	Registratio 1207331 270 130.200 2.800 270 130.200	<b>315</b> 103.900 5.200 <b>315</b> 103.900					
1638-39-36.8 N085-02Address:7881 Hwy 36 EastCity:SandersCounty: CARROLLAntenna:1 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna:3 Azimuth (from true north)Antenna:3 Azimuth (from true north)Antenna:3 Azimuth (from true north)Antenna:3 Azimuth (from true north)	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0 132.700	(m 24 CY Cons 45 100.900 70.500 45 100.900 1.800 45 100.900	eters) 8.4 50 100.500 83.300 90 100.500 1.100 90 100.500	(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135 95.100	<b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b> 118.800	<b>225</b> 93.600 2.900 <b>225</b> 93.600 <b>252.800</b> <b>225</b> 93.600	Registratio 1207331 270 130.200 2.800 270 130.200 281.000 270 130.200	<b>315</b> 103.900 5.200 <b>315</b> 103.900 50.800 <b>315</b> 103.900					
1638-39-36.8 N085-02Address: 7881 Hwy 36 EastCity: SandersCounty: CARROLLAntenna: 1 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)Antenna: 2 Azimuth (from true north)Antenna: 1 Azimuth (from true north)Antenna: 2 Azimuth (from true north)Antenna: 3 Azimuth (from true north)	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0	(m 24 CY Cons 45 100.900 70.500 45 100.900 1.800 45	eters) 8.4 struction I 90 100.500 83.300 90 100.500 1.100 90	(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135	<b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b>	<b>225</b> 93.600 2.900 <b>225</b> 93.600 252.800 <b>225</b>	Registratio 1207331 270 130.200 2.800 270 130.200 281.000 270	<b>315</b> 103.900 5.200 <b>315</b> 103.900 50.800 <b>315</b>					
1638-39-36.8 N085-02Address:7881 Hwy 36 EastCity:SandersCounty: CARROLLAntenna:1 Azimuth (from true north)Antenna Height AAT (meters)Transmitting ERP (watts)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna:2 Azimuth (from true north)Antenna:3 Azimuth (from true north)Antenna:3 Azimuth (from true north)Antenna:3 Azimuth (from true north)Antenna:3 Azimuth (from true north)	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0 132.700	(m 24 CY Cons 45 100.900 70.500 45 100.900 1.800 45 100.900	eters) 8.4 50 100.500 83.300 90 100.500 1.100 90 100.500	(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135 95.100	<b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b> 118.800	<b>225</b> 93.600 2.900 <b>225</b> 93.600 <b>252.800</b> <b>225</b> 93.600	Registratio 1207331 270 130.200 2.800 270 130.200 281.000 270 130.200	<b>315</b> 103.900 5.200 <b>315</b> 103.900 50.800 <b>315</b> 103.900					
16       38-39-36.8 N       085-02         Address: 7881 Hwy 36 East       City: Sanders       County: CARROLL         Antenna: 1 Azimuth (from true north)       Antenna: 1 Azimuth (from true north)         Antenna: 1 Azimuth (from true north)       Antenna: 2 Azimuth (from true north)         Antenna: 2 Azimuth (from true north)         Antenna: 1 Azimuth (from true north)         Antenna: 2 Azimuth (from true north)         Antenna: 3 Azimuth (from true north)         Antenna: 3 Azimuth (from true north)         Antenna: 4 Azimuth (from true north)         Antenna: 5 Azimuth (from true north)         Antenna: 7 Azimuth (from true north)         Antenna: 8 Azimuth (from true north)         Antenna Height AAT (meters)         Transmitting ERP (watts)	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0 132.700	(m 24 CY Cons 45 100.900 70.500 45 100.900 1.800 45 100.900	eters) 8.4 50 100.500 83.300 90 100.500 1.100 90 100.500	(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135 95.100	<b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b> 118.800	<b>225</b> 93.600 2.900 <b>225</b> 93.600 <b>252.800</b> <b>225</b> 93.600	Registratio 1207331 270 130.200 2.800 270 130.200 281.000 270 130.200	<b>315</b> 103.900 5.200 <b>315</b> 103.900 50.800 <b>315</b> 103.900					
1638-39-36.8 N085-02Address: 7881 Hwy 36 EastCity: SandersCounty: CARROLLAntenna: 1 Azimuth (from true north)Antenna: 1 Azimuth (from true north)Antenna: 2 Azimuth (from true north)Antenna: 2 Azimuth (from true north)Antenna: 2 Azimuth (from true north)Antenna: 3 Azimuth (from true north)Antenna: 3 Azimuth (from true north)Antenna: 9 Azimuth (from true north) <tr< td=""><td>2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0 132.700</td><td>(m 24 CY Cons 45 100.900 70.500 45 100.900 1.800 45 100.900</td><td>eters) 8.4 50 100.500 83.300 90 100.500 1.100 90 100.500</td><td>(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135 95.100</td><td><b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b> 118.800</td><td><b>225</b> 93.600 2.900 <b>225</b> 93.600 <b>252.800</b> <b>225</b> 93.600</td><td>Registratio 1207331 270 130.200 2.800 270 130.200 281.000 270 130.200</td><td><b>315</b> 103.900 5.200 <b>315</b> 103.900 50.800 <b>315</b> 103.900</td></tr<>	2-15.7 W State: k 0 132.700 34.900 0 132.700 5.500 0 132.700	(m 24 CY Cons 45 100.900 70.500 45 100.900 1.800 45 100.900	eters) 8.4 50 100.500 83.300 90 100.500 1.100 90 100.500	(m 80 Deadline: 135 95.100 36.800 135 95.100 2.900 135 95.100	<b>180</b> 118.800 5.500 <b>180</b> 118.800 56.300 <b>180</b> 118.800	<b>225</b> 93.600 2.900 <b>225</b> 93.600 <b>252.800</b> <b>225</b> 93.600	Registratio 1207331 270 130.200 2.800 270 130.200 281.000 270 130.200	<b>315</b> 103.900 5.200 <b>315</b> 103.900 50.800 <b>315</b> 103.900					



### Call Sign: KNKQ255

### File Number:

**Print Date:** 

### Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

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



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COMMUNICATION		Wireless	s Telecoi	nicatio mmunica N AUTH	tions	Bur	eau	)n		
LICENSEE: NEW CINC	GULAR	WIRELE	SS PCS, L	LC				l Sign Q288	File !	Number
ATTN: LESLIE A. WIL NEW CINGULAR WIR 3300 E. RENNER RD., I	ELESS I	PCS, LLC						Radio	<b>Service</b> Cellular	
RICHARDSON, TX 750		C.C.C.					СМ	et Numer A449 Sub-Marke		el Block B
FCC Registration Number (I Market Name Kentucky 7 - Trimble	FRN): (	000329119	92						0	
Grant Date 08-30-2011	Effectiv 09-20-			<b>Diration D</b> a 0-01-2021	ite	Five	e Yr Build	-Out Date	Prir	it Date
2 38-40-00.7 N Address: ROUTE 1 BOX 497 City: Falmouth County: PE Antenna: 1 Azimuth (from tru-	MARQU	ON Sta	OAD (58	43.8 (247) Construct 90	ion Dea 135	90. dlin		225	015010 270	315
Antenna Height AAT (meters Transmitting ERP (watts)		137.700		72.800	135 131.60 0.704		96.400 0.704	225 117.800 0.705	270 101.700 2.523	90.800 54.322
Antenna: 2 Azimuth (from tru Antenna Height AAT (meters Transmitting ERP (watts)			<b>45</b> 83.800 6.922	<b>90</b> 72.800 129.497	<b>135</b> 131.60 375.78		<b>180</b> 96.400 81.692	<b>225</b> 117.800 2.350	<b>270</b> 101.700 0.753	<b>315</b> 90.800 0.753
Antenna: 3 Azimuth (from tru Antenna Height AAT (meters Transmitting ERP (watts)		<b>0</b> 137.700 0.817	<b>45</b> 83.800 0.349	<b>90</b> 72.800 0.348	<b>135</b> 131.60 0.588		<b>180</b> 96.400 9.086	<b>225</b> 117.800 119.928	<b>270</b> 101.700 174.455	<b>315</b> 90.800 23.566
								A	2).	
<b>Conditions:</b> Pursuant to §309(h) of the Confollowing conditions: This lice frequencies designated in the li- license nor the right granted th 1934, as amended. See 47 U.S the Communications Act of 19	ense shal icense be ereunder 5.C. § 31	ll not vest eyond the shall be a 0(d). This	in the licenterm there assigned on a license is	nsee any ri of nor in an r otherwise subject in	ght to op ny other transfer	oerat mar red	te the station ner than a in violatio	on nor any r uthorized he n of the Cor	ight in the erein. Neit nmunicatio	use of the her the ns Act of

Call Sign: KNKQ288	File	Number:			Print Date:				
Location         Latitude         Longit           3         38-44-38.7 N         084-49           Address:         3500 ENE I-71 & US RTE 1	9-18.9 W	(n 25	round Elev neters) 59.7	(1	tructure Hg neters) 8.7	t to Tip	Antenna St Registratio 1015011	10100 C 2010-C	
City: GLENCOE County: GALLA			Construct	ion Deadli	ine:				
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters) Transmitting ERP (watts)	173.200 151.703	137.200 267.730	111.200 31.601	137.500 0.536	105.400 0.989	146.800 0.535	136.600 2.216	137.300 7.653	
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters) Transmitting ERP (watts)	173.200 3.122	137.200 1.926	111.200 40.266	137.500 350.947		146.800 12.037	136.600 1.049	137.300 1.552	
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters) Transmitting ERP (watts)	173.200 0.636	137.200 1.712	111.200 1.236	137.500 2.590	105.400 20.100	146.800 271.208		137.300 26.478	
Location Latitude Longit		(n	round Elev neters)	(1	tructure Hg meters)	t to Tip	Antenna St Registratio	579 (A.S. 4967) 7 (A. 177)	
4         38-47-55.0 N         084-21           Address:         1034 KY STATE ROUTE 3           City:         Butler         County: PENDLETON		85)	05.1 nstruction		9.2 : 11-12-2014	ŝ	1205232		
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters) Transmitting ERP (watts)	48.600 337.432	58.300 278.707	71.100 47.968	54.300 1.504	65.400 0.676	44.100 0.676	64.800 6.583	78.000 98.657	
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	48.600	58.300	71.100	54.300	65.400	44.100	64.800	78.000	
Transmitting ERP (watts)	0.952	18.309	186.134	359.770	186.769	18.001	0.718	0.841	
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	48.600	58.300	71.100	54.300	65.400	44.100	64.800	78.000	
Transmitting ERP (watts)	5.020	0.695	0.695	2.312	45.560	271.085	346.694	101.314	
					1000	100			



Call Sign: KNKQ288	File	Number:			int Date:			
LocationLatitudeLongit538-29-09.0 N084-35Address:1710 Owentown Road(7628)	-10.2 W	(m	ound Elev eters) 7.8	(n	tructure Hg neters) 07.9	to Tip	Antenna Structu Registration No. 1058575	
NAMES AND ADDRESS OF	tate: KY	Constru	ction Dead	iline: 11-1	12-2014			
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	128.400 100.534	154.300 63.605	151.400 4.721	122.000 0.201	136.500 0.201	143.600 0.201	146.100 0.527	157.200 11.821
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	128.400 0.689	154.300 6.345	151.400 118.946	122.000 345.507		143.600 2.155	146.100 0.691	157.200 0.692
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	128.400 0.750	154.300 0.539	151.400 0.540	122.000 0.738	136.500 17.380	143.600 219.933	146.100 269.786	157.200 28.705
LocationLatitudeLongit638-45-46.6 N084-36	ude 5-25.1 W	(m	round Elev eters) 4.9	(n	tructure Hg neters) 00.5	t to Tip	Antenna St Registratio 1058576	
Address: 220 CRITTENDEN MT ZIO City: DRY RIDGE County: GRAN		100	onstruction	n Deadline	e: 11-12-201	4		
City: DRY RIDGE County: GRAN	T State	100	onstruction 90	n Deadline 135	e: 11-12-201 180	4 225	270	315
City: DRY RIDGE County: GRAN Antenna: 4 Azimuth (from true north) Antenna Height AAT (meters)	T State	KY Co	1990	<b>D</b> .	180			<b>315</b> 133.400 104.905
	T State: 0 95.300	: KY Co 45 123.200	<b>90</b> 134.200	<b>135</b> 108.900	<b>180</b> 98.300	<b>225</b> 128.700	128.000	133.400
City: DRY RIDGE County: GRAN' Antenna: 4 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 5 Azimuth (from true north) Antenna Height AAT (meters)	T State: 0 95.300 358.977	<b>45</b> 123.200 265.104	<b>90</b> 134.200 53.549	<b>135</b> 108.900 4.815	<b>180</b> 98.300 0.716 <b>180</b>	<b>225</b> 128.700 0.719	128.000 10.597 <b>270</b>	133.400 104.905
City: DRY RIDGE County: GRAN' Antenna: 4 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 5 Azimuth (from true north) Antenna Height AAT (meters)	T State: 0 95.300 358.977 0	KY Co 45 123.200 265.104 45	<b>90</b> 134.200 53.549 <b>90</b>	<b>135</b> 108.900 4.815 <b>135</b>	<b>180</b> 98.300 0.716 <b>180</b> 98.300	<b>225</b> 128.700 0.719 <b>225</b>	128.000 10.597 <b>270</b>	133.400 104.905 <b>315</b>
City: DRY RIDGE County: GRAN Antenna: 4 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	O         95.300           358.977         O           95.300         1.874	45 123.200 265.104 45 123.200	<b>90</b> 134.200 53.549 <b>90</b> 134.200	<b>135</b> 108.900 4.815 <b>135</b> 108.900	<b>180</b> 98.300 0.716 <b>180</b> 98.300	<b>225</b> 128.700 0.719 <b>225</b> 128.700	128.000 10.597 <b>270</b> 128.000	133.400 104.905 <b>315</b> 133.400



Call Sign: KNKQ288	File	Number			Р	rint Date:			
Location         Latitude         Longit           7         38-47-46.5 N         084-43	ude -52.1 W	(1	Fround Elev neters) 29.2	(1	<mark>Structure Hg</mark> meters) 06.7	t to Tip	Antenna St Registratio 1058583		
Address: 1400 WALNUT LICK ROAL									
City: VERONA County: GALLATI	N State	e: KY	Constructio	n Deadli	ne: 11-12-20	14			
Antenna: 4 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	113.900	70.400	70.500	68.500	106,400	110.800	163,400	127.300	
Transmitting ERP (watts)	315.637	260.542		1.401	0.631	0.631	6.142	92.102	
Antenna: 5 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	113.900	70.400	70.500	68.500	106.400	110.800	163.400	127.300	
Transmitting ERP (watts)	0.888	17.151	173.348	336.311		16.826	0.672	0.785	
Antenna: 6 Azimuth (from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	113.900	70.400	70.500	68.500	106.400	110.800	163.400	127.300	
Transmitting ERP (watts)	4.679	0.649	0.647	2.158	42.571	253.737	324.180	94.612	
LocationLatitudeLongit938-42-12.0 N084-54Address:130 3C BOONE ROAD ROUCity:SPARTACounty: GALLATID	4-22.4 W JTE 465	(1 2 (58219)	Ground Elev meters) 34.1	(1	Structure Hg meters) 115.8 ne: 11-12-201		Antenna St Registratio 1058582		
Antenna: 1 Azimuth (from true north)		-	and the	10.			270	215	
Antenna Height AAT (meters)	<b>0</b> 70.000	<b>45</b> 73.400	90	135	180	225	270	315	
Transmitting ERP (watts)	155.291	376.587	66.300 235.028	30.000 29.239	40.100 0.893	78.600 0.755	43.300 0.756	81.000 13.044	
Antenna: 2 Azimuth (from true north)		45	90	135	180	225	270	315	
Antenna Height AAT (meters)	70.000	73.400	66.300	30.000	40.100	78.600	43.300	81.000	
Transmitting ERP (watts)	20.488	0.761	0.851	0.947	18.272	188.577		202.313	
Antenna: 3 Azimuth (from true north)		45	90	135	180	225	270	315	
Antenna Height AAT (meters)	70.000	73.400	66.300	30.000	40.100	78.600	43.300	81.000	
Transmitting ERP (watts)	64.506	8.373	0.378	0.285	0.216	3.619	41.078	104.35	
					- Will	-			



Call Sign: KNKQ288	File	Number:			Р	rint Date	:	
		(m 26	round Elev neters) 56.4	(	Structure Hg (meters) 65.5 e: 11-12-2014		Antenna S Registratio 1256634	
Antenna: 1 Azimuth (from true nort Antenna Height AAT (meters) Transmitting ERP (watts)		<b>45</b> 105.300 280.422	<b>90</b> 97.100 15.443	135 102.800 1.170	180	<b>225</b> 73.500 3.395	<b>270</b> 90.500 2.299	<b>315</b> 108.700 43.852
Antenna: 2 Azimuth (from true nort Antenna Height AAT (meters) Transmitting ERP (watts)	h) <b>0</b> 108.300 5.695	45 105.300 3.427	<b>90</b> 97.100 116.268	135 102.800 495.683		<b>225</b> 73.500 2.478	<b>270</b> 90.500 1.680	<b>315</b> 108.700 0.989
Antenna: 3 Azimuth (from true nort Antenna Height AAT (meters) Transmitting ERP (watts)	h) <b>0</b> 108.300 0.876	<b>45</b> 105.300 1.908	<b>90</b> 97.100 0.877	135 102.800 4.252	<b>180</b> 0 105.200 12.836	<b>225</b> 73.500 244.153	<b>270</b> 90.500 437.932	<b>315</b> 108.700 53.952
Control Points: Control Pt. No. 1 Address: 2000 W. Ameritech Cente City: Hoffman Estates County: 0		ate: IL	Telephone	Number	·: (847)765-8′	723		

### Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

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



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	eral Co Wireless RADIO S	Telecon	nmunica	tions I	Bur	eau	n		
LICENSEE: NEW CINGULA	R WIRELES	SS PCS, L	LC		ſ	Call KNK0	Sign Q391	File N	lumber
ATTN: LESLIE A. WILSON NEW CINGULAR WIRELESS 3300 E. RENNER ROAD, B31					Ī			Service Cellular	
RICHARDSON, TX 75082	52 (1) (1)					CMA	t Numer A449	1	el Block B
FCC Registration Number (FRN): Market Name Kentucky 7 - Trimble	000329119	92	A					t Designato	
	<b>ive Date</b> 0-2016		<b>Diration D</b> a	ite	Five	Yr Build	-Out Date	Prin	it Date
	and the second	(m 24 269)	round Elev neters) 44.0 Constructio	R	(me 129		1	Antenna St Registratio 044001	
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)		<b>45</b> 118.300 182.055	<b>90</b> 102.100 18.421	<b>135</b> 109.90 0.685		<b>180</b> 105.600 0.768	<b>225</b> 96.500 0.853	<b>270</b> 96.200 16.374	<b>315</b> 122.600 169.829
Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	) 0	45	<b>90</b> 102.100 254.290	135	00	<b>180</b> 105.600 101.130	225	<b>270</b> 96.200 0.663	<b>315</b> 122.600 0.661
Antenna: 3 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	) <b>0</b> 115.100 1.530	<b>45</b> 118.300 0.647	<b>90</b> 102.100 0.647	<b>135</b> 109.90 5.747		<b>180</b> 105.600 90.217	<b>225</b> 96.500 323.643	<b>270</b> 96.200 272.197	<b>315</b> 122.600 48.999
							and the	$\mathcal{D}$ .	
<b>Conditions:</b> Pursuant to §309(h) of the Communi following conditions: This license sh frequencies designated in the license license nor the right granted thereund 1934, as amended. See 47 U.S.C. § 3 the Communications Act of 1934, as	all not vest beyond the er shall be 10(d). Thi	in the lice term there assigned or s license is	nsee any ri of nor in an r otherwise s subject in	ght to op ny other transfer	perat mar rred	te the static nner than a in violation	on nor any i uthorized h n of the Cor	right in the erein. Neit mmunicatio	use of the her the ons Act of

KNKQ391 File Number: Print Date:					1			
-39.9 W	(m	eters)	(n	neters)	t to Tip			
State: H	Con Con	struction l	Deadline:					
0	45	90	135	180	225	270	315	
131.600	154.400	155.900	138.900	178.000	218.800	185.600	156.700	
70.838	117.617	43.645	30.886	0.235	15.492	54.955	109.589	
0	45	90	135	180	225	270	315	
131.600	154.400	155.900	138.900	178.000	218.800	185.600	156.700	
14.811	98.274	197.084	205.295	128.789	36.940	27.254	10.186	
0	45	90	135	180	225	270	315	
131.600	154,400	155,900	138,900	178,000	218.800	185.600	156.700	
28.180	10.911	14.628	32.180	144.620	191.624	216.371	83.607	
8-50.7 W	(m 25	<b>ieters)</b> i9.1	(n 65	neters) 5.2	t to Tip	a aver standards fast		
JKLIN	State: KY	Constr	uction Dea	adline:				
0	45	90	135	180	225	270	315	
88.600	94.700	95.600	74.800	67.400	65.200	80.500	67.600	
240.677	268.339	78.719	43.955	0.537	16.330	90.405	267.887	
0	45	90	135	180	225	270	315	
88.600	94.700	95.600	74.800	67.400	65.200	80.500	67.600	
			State Manual P				the second second	
3.047	18.176	36.690	41.892	26.735	4.809	2.391	1.774	
3.047 0	18.176 <b>45</b>	36.690 <b>90</b>	41.892 135	26.735 180	4.809 225	2.391 270	1.774 315	
0.101			and the second s					
	rude 0-39.9 W 76270) State: H 0 131.600 70.838 0 131.600 14.811 0 131.600 28.180 tude 8-50.7 W NKLIN 0 88.600 240.677 0	rude     Gr (m       0-39.9 W     28       76270)     State: KY     Com       0     45       131.600     154.400       70.838     117.617       0     45       131.600     154.400       14.811     98.274       0     45       131.600     154.400       28.180     10.911       tude     Gr (m       8-50.7 W     25       NKLIN     State: KY       0     45       88.600     94.700       240.677     268.339       0     45	Ground Elev (meters)           0-39.9 W         281.6           76270)         State: KY         Construction I           0         45         90           131.600         154.400         155.900           70.838         117.617         43.645           0         45         90           131.600         154.400         155.900           14.811         98.274         197.084           0         45         90           131.600         154.400         155.900           14.811         98.274         197.084           0         45         90           131.600         154.400         155.900           28.180         10.911         14.628           tude         Ground Elev (meters)           8-50.7 W         259.1           NKLIN         State: KY         Construction I           0         45         90           88.600         94.700         95.600           240.677         268.339         78.719           0         45         90	Ground Elevation (meters)         St (meters)           0-39.9 W         281.6         12           76270)         State: KY         Construction Deadline:         12           0         45         90         135           131.600         154.400         155.900         138.900           70.838         117.617         43.645         30.886           0         45         90         135           131.600         154.400         155.900         138.900           70.838         117.617         43.645         30.886           0         45         90         135           131.600         154.400         155.900         138.900           14.811         98.274         197.084         205.295           0         45         90         135           131.600         154.400         155.900         138.900           28.180         10.911         14.628         32.180           tude         Ground Elevation St (meters)         St           8-50.7 W         259.1         6           NKLIN         State: KY         Construction Deaters           0         45         90         135	Aude         Ground Elevation (meters) (meters)         Structure Hg (meters)           0-39.9 W         281.6         125.9           76270)         State: KY         Construction Deadline:           0         45         90         135         180           131.600         154.400         155.900         138.900         178.000           70.838         117.617         43.645         30.886         0.235           0         45         90         135         180           131.600         154.400         155.900         138.900         178.000           70.838         117.617         43.645         30.886         0.235           0         45         90         135         180           131.600         154.400         155.900         138.900         178.000           14.811         98.274         197.084         205.295         128.789           0         45         90         135         180           131.600         154.400         155.900         138.900         178.000           28.180         10.911         14.628         32.180         144.620           KLIN         State: KY <td c<="" td=""><td>Funde         Ground Elevation (meters)         Structure Hgt to Tip (meters)           0-39.9 W         281.6         125.9           76270)         State: KY         Construction Deadline:           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           70.838         117.617         43.645         30.886         0.235         15.492           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           14.811         98.274         197.084         205.295         128.789         36.940           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           28.180         10.911         14.628         32.180         144.620         191.624           tude         Ground Elevation (meters)         Structure Hgt to Tip (meters)         Tip (meters)           8-50.7 W         259.1         65.2         5.2         5.2</td><td>Ande         Ground Elevation (meters)         Structure Hgt to Tip (meters)         Antenna St Registration 1043324           0-39.9 W         281.6         125.9         1043324           76270)         State: KY         Construction Deadline:         1043324           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           70.838         117.617         43.645         30.886         0.235         15.492         54.955           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           14.811         98.274         197.084         205.295         128.789         36.940         27.254           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           28.180         10.911         14.628         32.180         144.620         191.624         2</td></td>	<td>Funde         Ground Elevation (meters)         Structure Hgt to Tip (meters)           0-39.9 W         281.6         125.9           76270)         State: KY         Construction Deadline:           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           70.838         117.617         43.645         30.886         0.235         15.492           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           14.811         98.274         197.084         205.295         128.789         36.940           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           28.180         10.911         14.628         32.180         144.620         191.624           tude         Ground Elevation (meters)         Structure Hgt to Tip (meters)         Tip (meters)           8-50.7 W         259.1         65.2         5.2         5.2</td> <td>Ande         Ground Elevation (meters)         Structure Hgt to Tip (meters)         Antenna St Registration 1043324           0-39.9 W         281.6         125.9         1043324           76270)         State: KY         Construction Deadline:         1043324           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           70.838         117.617         43.645         30.886         0.235         15.492         54.955           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           14.811         98.274         197.084         205.295         128.789         36.940         27.254           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           28.180         10.911         14.628         32.180         144.620         191.624         2</td>	Funde         Ground Elevation (meters)         Structure Hgt to Tip (meters)           0-39.9 W         281.6         125.9           76270)         State: KY         Construction Deadline:           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           70.838         117.617         43.645         30.886         0.235         15.492           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           14.811         98.274         197.084         205.295         128.789         36.940           0         45         90         135         180         225           131.600         154.400         155.900         138.900         178.000         218.800           28.180         10.911         14.628         32.180         144.620         191.624           tude         Ground Elevation (meters)         Structure Hgt to Tip (meters)         Tip (meters)           8-50.7 W         259.1         65.2         5.2         5.2	Ande         Ground Elevation (meters)         Structure Hgt to Tip (meters)         Antenna St Registration 1043324           0-39.9 W         281.6         125.9         1043324           76270)         State: KY         Construction Deadline:         1043324           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           70.838         117.617         43.645         30.886         0.235         15.492         54.955           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           14.811         98.274         197.084         205.295         128.789         36.940         27.254           0         45         90         135         180         225         270           131.600         154.400         155.900         138.900         178.000         218.800         185.600           28.180         10.911         14.628         32.180         144.620         191.624         2



Call Sign: KNKQ391	File	Number:			Pi	int Date:		
Address: 935 TAYLOR ROAD (7627	3-41.1 W 7)	(m 24	ound Elev eters) 3.5	(1 5	Structure Hgt meters) 57.0	to Tip	Antenna St Registratio	
City: FRANKFORT County: FRAN	KLIN	State: KY	Constru	uction De	adline:			
Antenna: 1 Azimuth (from true north)		45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	91.200 137.068	46.600 58.462	45.200 5.970	30.000 0.329	48.200 0.275	61.400 0.299	62.000 9.694	76.700 70.319
	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	91.200	46.600	45.200	30.000	48.200	61.400	62.000	76.700
Transmitting ERP (watts)	3.048	30.975	165.890	208.398		3.999	0.556	0.701
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	91.200	46.600	45.200	30.000	48.200	61.400	62.000	76.700
Transmitting ERP (watts)	0.450	0.126	0.148	1.910	20.007	63.239	50.694	7.842
Location         Latitude         Longit           10         38-30-07.5 N         084-14           Address:         890 AVENA ROAD (76280)	4-30.5 W	(m	ound Elev eters) 5.0	(	Structure Hgt meters) 123.4	to Tip	Antenna St Registratio 1243400	
City: CYNTHIANA County: HARI		State: KY	Constr	uction De	eadline:			
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	180.400	193.000	188.000	163.000	) 151.500	165.000	182.600	163.800
Transmitting ERP (watts)	132.332	147.599	43.380	24.224	0.295	9.008	49.710	147.623
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	180.400	193.000	188.000	163.000	151.500	165.000	182.600	163.800
Transmitting ERP (watts)	12.070	80.169	161.060	167.787	7 105.249	30.164	22.244	8.299
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	180.400	193.000	188.000	163.000	151.500	165.000	182.600	163.800
								68.338



Call Sign: KNKQ391	File	Number:			P	rint Date:	1	
LocationLatitudeLongit1138-27-42.7 N084-09Address:915 PALMER LANE (10071)City:CYNTHIANACounty: HARI	-10.3 W 5)	(m	round Elev eters) 1.0			t to Tip	Antenna St Registratio 1043444	18 180 E.S. 8 800 E. 80
Antenna: 1 Azimuth (from true north)						225	270	315
Antenna Height AAT (meters)	128.300	45	90	135	180	225	270	
Transmitting ERP (watts)	155.957	100.600 65.443	132.000 5.358	88.900 0.691	94.000 0.312	99.300 0.365	108.100 10.197	127.200 78.629
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	128.300	100.600	132.000	88.900	94.000	99.300	108.100	127.200
Transmitting ERP (watts)	2.135	21.687	116.213	145.509	30.692	2.803	0.390	0.491
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	128.300	100.600	132.000	88.900	94.000	99.300	108.100	127.200
Transmitting ERP (watts)	1.447	0.291	0.292	5.231	43.310	145.803		11.973
LocationLatitudeLongit1238-19-43.0 N084-18Address:Hwy 27 (101058)City:CynthianaCounty:HARRISC	8-02.2 W	(m 26	round Elev neters) 54.9 Constructio	(m	ructure Hg ieters) 9.4 e:	t to Tip	Antenna St Registratio 1234470	
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.500	50,700	60.200	46.800	46,900	38,900	41.200	59,900
Transmitting ERP (watts)	505.313	200.574	13.612	1.360	1.010	1.008	36.531	265.796
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.500	50.700	60.200	46.800	46.900	38.900	41.200	59.900
				450.241	93.912	5.386	0.899	0.902
Transmitting ERP (watts)	5.303	79.897	391.767	450.241	15.712	5.500	0.099	
Transmitting ERP (watts) Antenna: 3 Azimuth (from true north)		79.897 <b>45</b>	<b>90</b>	135	180	225	270	315



Call Sign: KNKQ391	File	Number:			P	rint Date:	:	
LocationLatitudeLongit1338-09-38.4 N084-51Address:506 JOHNSON ROAD (762)City:FRANKFORTCounty:County:FRANKFORT	-45.6 W 73)	(m	ound Elev eters) 5.3	(	Structure Hg (meters) 90.8 eadline:	t to Tip	Antenna St Registratio 1043319	5. 55 5 5 5 5 5 F
Antenna: 1 Azimuth (from true north)		45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	107.000 309.939	94.000 125.973	66.200 6.623	72.500 1.264	113.500 0.620	70.300 1.070	83.900 20.056	83.800 166.259
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	107.000 2.474	94.000 14.734	66.200 29.800	72.500 33.930		70.300 3.894	83.900 1.937	83.800 1.442
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	107.000 2.587	94.000 0.548	66.200 1.724	72.500 5.259	113.500 20.762	70.300 29.554	83.900 35.833	83.800 13.119
Address: GLENNIS CREEK ROAD (	1-03.4 W 37779)	(m 24	round Elev neters) :0.2		Structure Hg (meters) 74.1	t to Tip	Antenna So Registratio 1043446	
City: FRANKFORT County: FRAN	NKLIN	State: KY	Constr	uction De	eadline:			- N-
Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	<b>0</b> 91.400 23.879	<b>45</b> 69.900 8.494	<b>90</b> 57.800 0.648	135 40.700 0.120	<b>180</b> 73.500 0.189	<b>225</b> 59.900 0.406	<b>270</b> 62.500 4.204	<b>315</b> 78.600 20.549
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	91.400 13.508	69.900 103.699	57.800 205.918	40.700 86.824		59.900 0.913	62.500 0.412	78.600 0.479
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	91.400 1.914	69.900 0.385	57.800 0.385	40.700 6.925	73.500 57.256	59.900 192.642	62.500 146.011	78.600 15.776
					1638	10		



Call Sign: KNKQ391	File	Number:			Р	rint Date:		
		(m 24	round Elev neters) 13.8 Constructio	(	Structure Hg (meters) 82.0	t to Tip	Antenna St Registratio 1249693	a an a constant of
Antenna: 1 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts)		<b>45</b> 79.000 238.160	<b>90</b> 56.100 24.137	135 66.600 0.898	180	<b>225</b> 59.100 1.115	<b>270</b> 69.700 21.492	<b>315</b> 93.800 222.547
Antenna: 2 Azimuth (from true n Antenna Height AAT (meters) Transmitting ERP (watts)	north) <b>0</b> 76.300 2.771	<b>45</b> 79.000 54.596	<b>90</b> 56.100 332.634	<b>135</b> 66.600 432.77		<b>225</b> 59.100 6.877	<b>270</b> 69.700 0.868	<b>315</b> 93.800 0.867
Antenna: 3 Azimuth (from true n Antenna Height AAT (meters) Transmitting ERP (watts)	north) 0 76.300 2.008	<b>45</b> 79.000 0.847	<b>90</b> 56.100 0.849	<b>135</b> 66.600 7.528	<b>180</b> 84.900 118.177	<b>225</b> 59.100 422.905	<b>270</b> 69.700 356.749	<b>315</b> 93.800 64.194
Control Points: Control Pt. No. 1 Address: 2601 Palumbo Drive City: Lexington County: S Control Pt. No. 2 Address: 3503 College Drive City: Jeffersontown County:	State: KY To State: KY	elephone N Telepho	Number: ne Numbe	ri				

### Waivers/Conditions:

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

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



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NAN/A/E	in cress recebilities	inications Bureau		
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CINGU	JLAR WIRELESS PCS, LLC			
ATTN: LESLIE A. WILSO	DN	The second se	all Sign LF251	File Number
NEW CINGULAR WIREL 3300 E. RENNER ROAD, RICHARDSON, TX 75082	B3132			Service Broadband
	Villiant William a			
Registration Number (FRN) Grant Date	Effective Date	Expiration Date		Print Date
, ,		Expiration Date 06-23-2025		Print Date
Grant Date	Effective Date 09-20-2016	06-23-2025 el Block	Sub-Ma	Print Date rket Designator 15
Grant Date 06-02-2015 Market Number	Effective Date 09-20-2016 Channe	06-23-2025 el Block Name	Sub-Ma	rket Designator

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

### **Conditions:**

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

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

Call Sign: KNLF251

### File Number:

**Print Date:** 

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

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

Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918512.

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

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COMMUNICATIONS	Federal Communica Wireless Telecomm	unications Bureau	0 <b>n</b>	
COMMISSIO	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CIN	GULAR WIRELESS PCS, LLC			
All and All an			l Sign	File Number
ATTN: LESLIE A. WIL NEW CINGULAR WIR		KNL	.G209	
3300 E. RENNER RD. E	33132			Service Broadband
RICHARDSON, TX 750	82			
FCC Registration Number (FR	<b>(N):</b> 0003291192			
Grant Date 04-25-2007	Effective Date 09-20-2016	Expiration Date 04-28-2017		Print Date
Market Number BTA263	Chann I	el Block )	Sub-Ma	rket Designator 0
	<b>Market</b> Louisvil	and the second se		
<b>1st Build-out Date</b> 04-28-2002	2nd Build-out Date	3rd Build-out Date	4	th Build-out Date
Waivers/Conditions: NONE				
			>	
following conditions: This lic frequencies designated in the l license nor the right granted th	mmunications Act of 1934, as am ense shall not vest in the licensee icense beyond the term thereof no ereunder shall be assigned or oth S.C. § 310(d). This license is sub	any right to operate the stat or in any other manner than erwise transferred in violatio	ion nor any authorized I on of the Co	right in the use of the herein. Neither the mmunications Act of

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

the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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F	ederal Communica Wireless Telecomm		n	
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CINGU	JLAR WIRELESS PCS, LLC			
ATTN: LESLIE A. WILSC	DN	Call WPOI	~	File Number
NEW CINGULAR WIREL 3300 E. RENNER ROAD, RICHARDSON, TX 75082	B3132		Radio CW - PCS	Service Broadband
Registration Number (FRN	): 0003291192			
Grant Date 05-27-2015	Effective Date 09-20-2016	Expiration Date 06-23-2025		Print Date
Grant Date	Effective Date 09-20-2016 Chann		Sub-Mar	Print Date ket Designator
Grant Date 05-27-2015 Market Number	Effective Date 09-20-2016 Chann	06-23-2025 el Block A	Sub-Mar	ket Designator

authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

### **Conditions:**

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

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

Call Sign: WPOI255

### File Number:

Print Date:

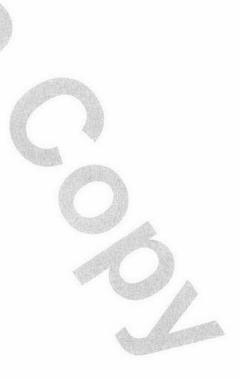
This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

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

Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918558.

The Spectrum Leasing Arrangement, which became effective upon approval of application file number 0001918558, was terminated on 04/14/2005. See file number 0002135370.

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



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Registration Number (FRI Grant Date 11-29-2006 Market Number CMA449	Effective Date 09-20-2016 Chant	Expiration Da 11-29-2021 nel Block		Print Date arket Designator 0
Grant Date 11-29-2006 Market Number	Effective Date 09-20-2016	11-29-2021		
Grant Date	Effective Date		te	Print Date
Registration Number (FR)	N): 0003291192			
RICHARDSON, TX 7508	Contract Contract Contract			155 MHz)
NEW CINGULAR WIRE 3300 E. RENNER ROAD				Service 10-1755 MHz and
ATTN: LESLIE A. WILS	and the second se		<b>Call Sign</b> VQGA820	File Number
LICENSEE: NEW CING	ULAR WIRELESS PCS, LLC			
COMMISSION	RADIO STATION A	AUTHORIZATION		
COMMISSION	RADIO STATION A	AUTHORIZATION		

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

### **Conditions:**

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

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

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COMMUNICIPIONES	Federal Communic Wireless Telecomm		on	
COMMISSION	RADIO STATION 2	AUTHORIZATION		
LICENSEE: NEW CINC	GULAR WIRELESS PCS, LLC			
ATTN: LESLIE A. WIL!	SON		ll Sign GD757	File Number
NEW CINGULAR WIR 3300 E. RENNER ROAI RICHARDSON, TX 750	D, B3132	AW	- AWS (171	Service 0-1755 MHz and 55 MHz)
C Registration Number (FR	N): 0003291192			
Grant Date 12-18-2006	Effective Date 09-20-2016	Expiration Date 12-18-2021		Print Date
Market Number BEA070	Chan	nel Block C	Sub-Ma	rket Designator 0
		t Name le, KY-IN		
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4	th Build-out Date
aivers/Conditions:				

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

### **Conditions:**

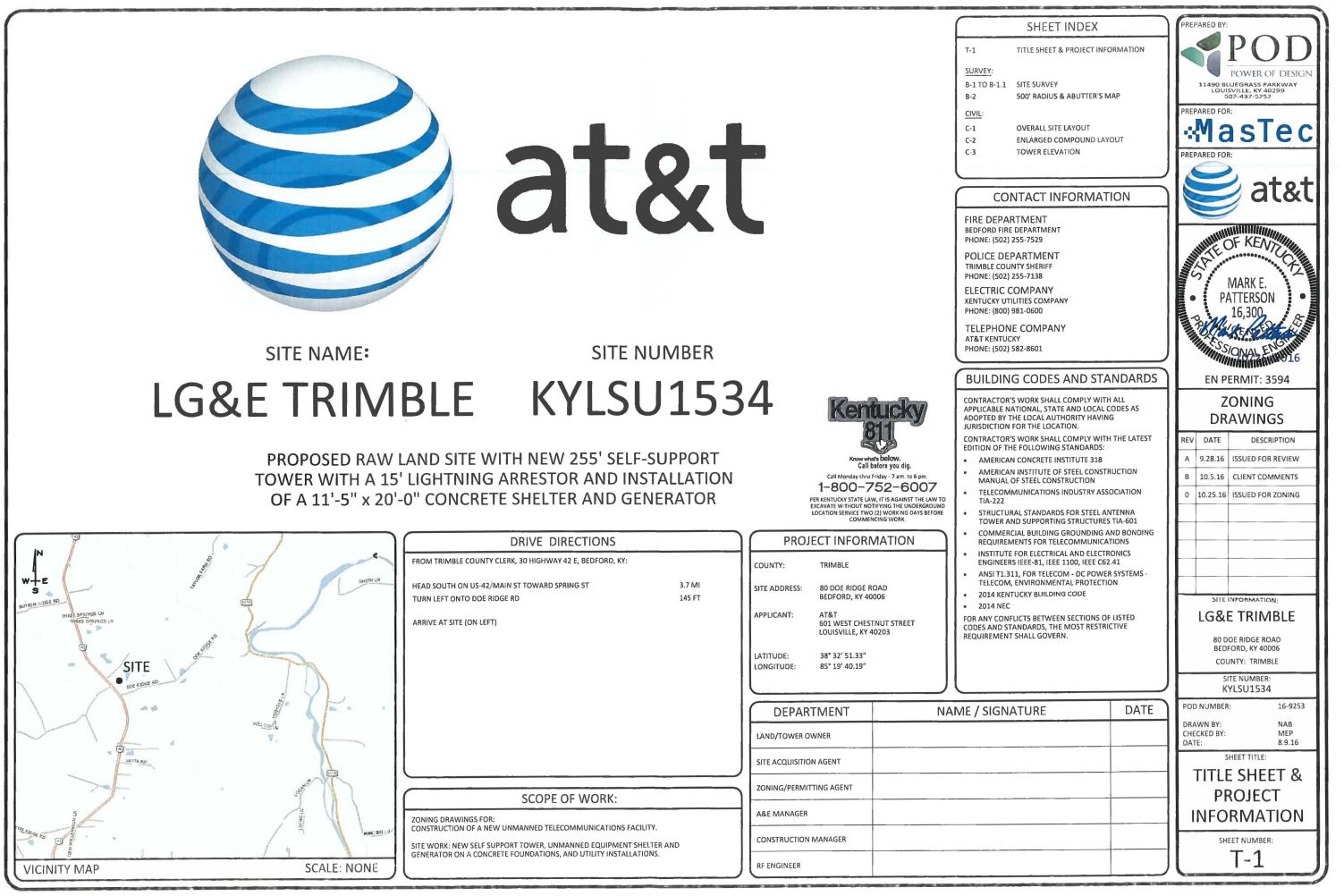
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term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

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

# EXHIBIT B

# SITE DEVELOPMENT PLAN:

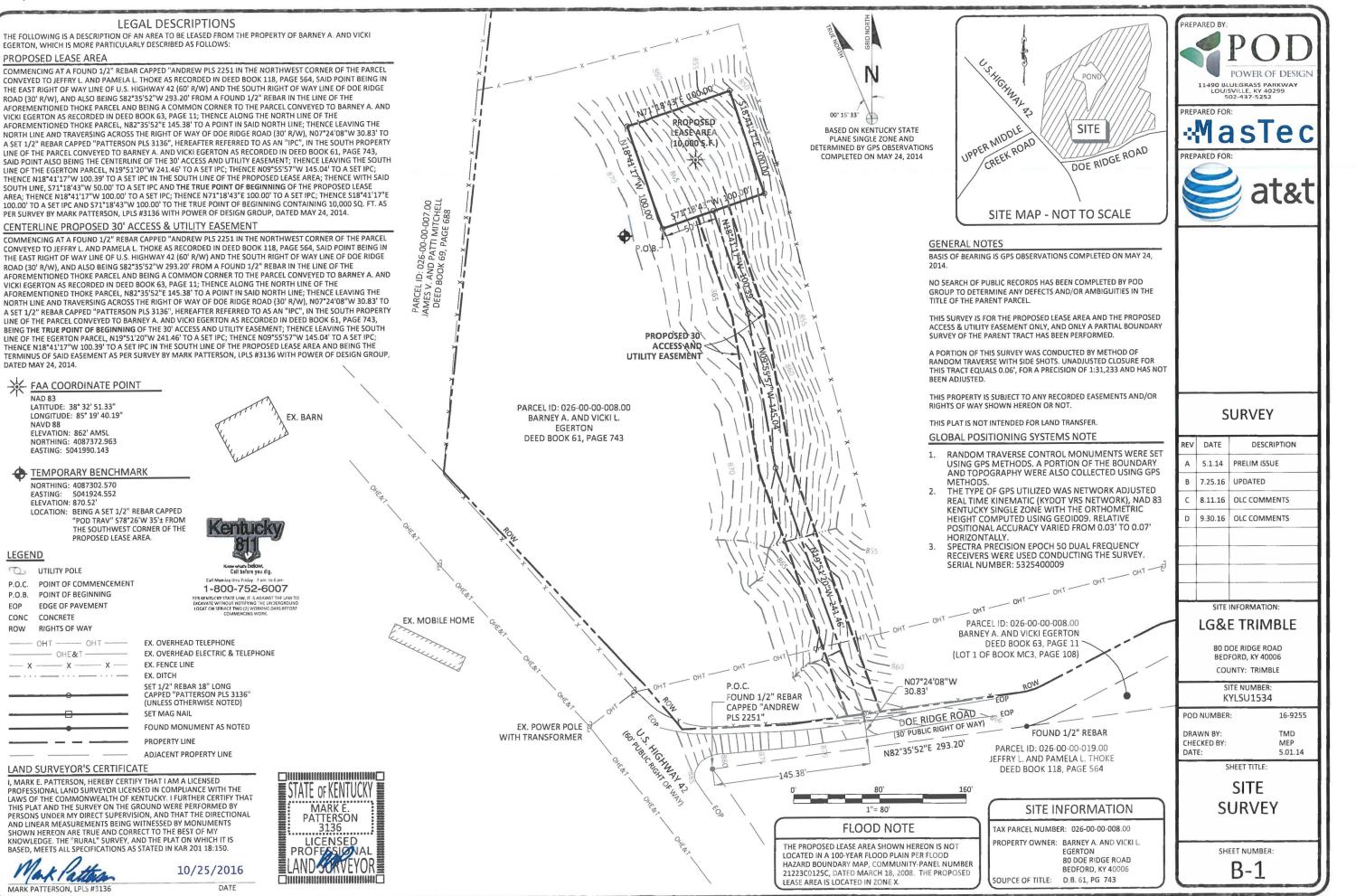
500' VICINITY MAP LEGAL DESCRIPTIONS FLOOD PLAIN CERTIFICATION SITE PLAN VERTICAL TOWER PROFILE

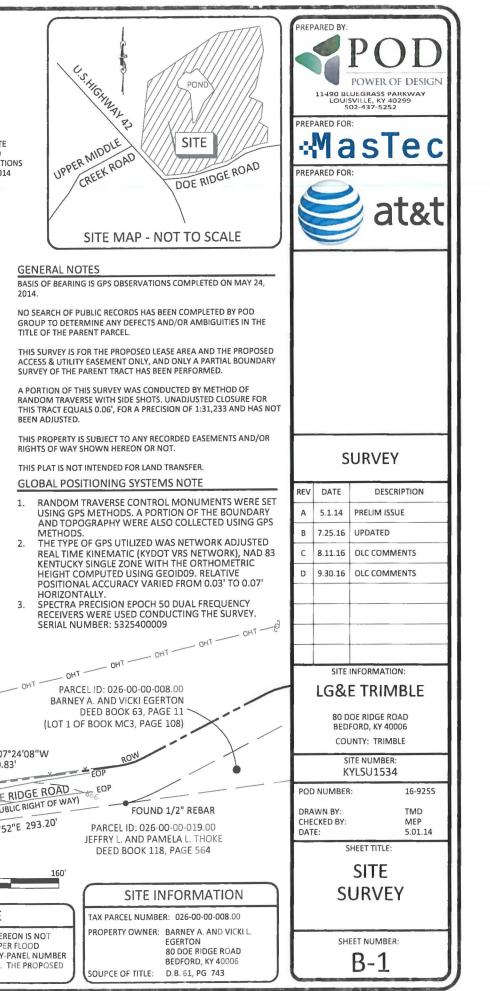


EGERTON, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONVEYED TO JEFFRY L. AND PAMELA L. THOKE AS RECORDED IN DEED BOOK 118, PAGE 564, SAID POINT BEING IN THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 42 (60' R/W) AND THE SOUTH RIGHT OF WAY LINE OF DOE RIDGE ROAD (30' R/W), AND ALSO BEING S82°35'52"W 293.20' FROM A FOUND 1/2" REBAR IN THE LINE OF THE AFOREMENTIONED THOKE PARCEL AND BEING A COMMON CORNER TO THE PARCEL CONVEYED TO BARNEY A. AND VICKI EGERTON AS RECORDED IN DEED BOOK 63, PAGE 11; THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED THOKE PARCEL, N82°35'52"E 145.38' TO A POINT IN SAID NORTH LINE; THENCE LEAVING THE NORTH LINE AND TRAVERSING ACROSS THE RIGHT OF WAY OF DOE RIDGE ROAD (30' R/W), N07\*24'08"W 30.83' TO A SET 1/2" REBAR CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS AN "IPC", IN THE SOUTH PROPERTY LINE OF THE PARCEL CONVEYED TO BARNEY A. AND VICKI EGERTON AS RECORDED IN DEED BOOK 61, PAGE 743, SAID POINT ALSO BEING THE CENTERLINE OF THE 30' ACCESS AND UTILITY EASEMENT; THENCE LEAVING THE SOUTH LINE OF THE EGERTON PARCEL, N19°51'20'W 241.45' TO A SET IPC; THENCE N09°55'57"W 145.04' TO A SET IPC; THENCE N18°41'17"W 100.39' TO A SET IPC IN THE SOUTH LINE OF THE PROPOSED LEASE AREA; THENCE WITH SAID SOUTH LINE, S71\*18'43"W 50.00' TO A SET IPC AND THE TRUE POINT OF BEGINNING OF THE PROPOSED LEASE AREA; THENCE N18\*41'17"W 100.00' TO A SET IPC; THENCE N74"18'43"E 100.00' TO A SET IPC; THENCE S18\*41'17"E 100' TO A SET IPC; THENCE S18\*41' TO A PER SURVEY BY MARK PATTERSON, LPLS #3136 WITH POWER OF DESIGN GROUP, DATED MAY 24, 2014.

CONVEYED TO JEFFRY L. AND PAMELA L. THOKE AS RECORDED IN DEED BOOK 118, PAGE 564, SAID POINT BEING IN THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 42 (60' R/W) AND THE SOUTH RIGHT OF WAY LINE OF DOE RIDGE ROAD (30' R/W), AND ALSO BEING S82\*35'52"W 293.20' FROM A FOUND 1/2" REBAR IN THE LINE OF THE AFOREMENTIONED THOKE PARCEL AND BEING A COMMON CORNER TO THE PARCEL CONVEYED TO BARNEY A. AND VICKI EGERTON AS RECORDED IN DEED BOOK 63, PAGE 11; THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED THOKE PARCEL, N82\*35'52"E 145.38' TO A POINT IN SAID NORTH LINE; THENCE LEAVING THE NORTH LINE AND TRAVERSING ACROSS THE RIGHT OF WAY OF DOE RIDGE ROAD (30' R/W), N07\*24'08"W 30.83' TO A SET 1/2" REBAR CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS AN "IPC", IN THE SOUTH PROPERTY LINE OF THE PARCEL CONVEYED TO BARNEY A. AND VICKI EGERTON AS RECORDED IN DEED BOOK 61, PAGE 743, BEING THE TRUE POINT OF BEGINNING OF THE 30' ACCESS AND UTILITY EASEMENT; THENCE LEAVING THE SOUTH LINE OF THE EGERTON PARCEL, N19°51'20"W 241.46' TO A SET IPC; THENCE N09°55'57"W 145.04' TO A SET IPC; THENCE N18°41'17"W 100.39' TO A SET IPC IN THE SOUTH LINE OF THE PROPOSED LEASE AREA AND BEING THE TERMINUS OF SAID EASEMENT AS PER SURVEY BY MARK PATTERSON, LPLS #3136 WITH POWER OF DESIGN GROUP, DATED MAY 24, 2014.





### TITLE OF COMMITMENT

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM STEWART TITLE GUARANTY COMPANY, COMMITMENT FILE NO. 2014085, DATED APRIL 10, 2014. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID COMMITMENT AND THE NUMBERS IN THE COMMENTS CORRESPOND TO THE NUMBERING SYSTEM IN SAID POLICY.

ITEM 1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 2. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 3. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE, POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 5. SUBJECT TO 2014 TAXES, WHICH ARE NOT YET DUE AND PAYABLE. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 6. RIGHT OF WAY AS SET FORTH IN DEED DATED APRIL 5, 1926, OF RECORD IN RIGHT OF WAY BOOK 1, PAGE 61, IN THE OFFICE AFORESAID. (RIGHT OF WAY AS SET FORTH IN RIGHT OF WAY BOOK 1, PAGE 61 DOES NOT AFFECT OR APPLY TO THE PROPOSED LEASE AREA AND ACCESS AND UTILITY FASEMENT.)

ITEM 7. RIGHTOF WAY AGREEMENT DATED OCTOBER 26, 1948, TO TEXAS GAS TRANSMISSION CORPORATION, OF RECORD IN LEASE BOOK 1, PAGE 390, IN THE OFFICE AFORESAID. (RIGHT OF WAY AGREEMENT AS RECORDED IN LEASE BOOK 1, PAGE 390 IS VAGUE AND AMBIGUOUS AND POD GROUP, LLC CANNOT DETERMINE THE AFFECT. IF ANY, THIS MAY HAVE ON THE PROPOSED LEASE AREA AND ACCESS AND UTILITY EASEMENT.)

ITEM 8. AGREEMENT AND RECEIPT OF RECORD IN DEED BOOK 41, PAGE 125 AND DEED BOOK 41, PAGE 240, BOTH IN THE OFFICE AFORESAID. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 9. RIGHTS OF THE TENANT, T. L. POWELL AS SET FORTH IN DEED DATED JUNE 20, 1972, OF RECORD IN DEED BOOK 48, PAGE 15, IN THE OFFICE AFORESAID. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

ITEM 10. RIGHT OF WAY EASEMENT DATED APRIL 17, 1973, TO HENRY COUNTY WATER DISTRICT NO. 2, OF RECORD IN DEED BOOK 51, PAGE 48, IN THE OFFICE AFORESAID. (RIGHT OF WAY AS SET FORTH IN DEED BOOK 51, PAGE 48 IS AN AS CONSTRUCTED 12' WIDE EASEMENT. POD GROUP, LLC CANNOT DETERMINE THE LOCATION OF SAID EASEMENT BY DEED ALONE AND CANNOT DETERMINE THE AFFECT, IF ANY, TO THE PROPOSED LEASE AREA AND ACCESS AND UTILITY EASEMENT.)

ITEM 11. RESERVATION OF SIGN EASEMENTS AS SET FORTH IN DEED BOOK 59, PAGE 818 AND DEED BOOK 61, PAGE 743, BOTH IN THE OFFICE AFORESAID. (RESERVATION OF SIGN EASEMENTS AS RECORDED IN DEED BOOK 59, PAGE 818 IS VAGUE AND CANNOT BE PLOTTED BY DEED, THEREFORE, POD GROUP, LLC CANNOT DETERMINE THE AFFECT, IF ANY, THIS MAY HAVE ON THE PROPOSED LEASE AREA AND ACCESS AND UTILITY EASEMENT.)

ITEM 12. EASEMENT DATED OCTOBER 6, 1984, TO KENTUCKY UTILITIES COMPANY, OF RECORD IN DEED BOOK 59, PAGE 870, IN THE OFFICE AFORESAID. (EASEMENT AS RECORDED IN DEED BOOK 59, PAGE 870 DOES NOT AFFECT OR APPLY TO THE PROPOSED LEASE AREA AND ACCESS AND UTILITY EASEMENT.)

ITEM 13. COVENANTS AND RESTRICTIONS FOR DOE RIDGE DATED FEBRUARY 27, 1984, OF RECORD IN BOOK MC3, PAGE 108, IN THE OFFICE AFORESAID. (COVENANTS AND RESTRICTIONS AS RECORDED IN BOOK MC3, PAGE 108 DO NOT AFFECT OR APPLY TO THE SUBJECT PARCEL, THE PROPOSED LEASE AREA AND ACCESS AND UTILITY EASEMENT.)

ITEM 14. PLATS OF RECORD IN PLAT CABINET A-04 A/K/A MC3-103, PLAT CABINET A-04 A/K/A MC3-113, PLAT CABINET A-05 A/K/A MC3-148, ALL IN THE OFFICE AFORESAID. (PLATS OF RECORD IN PLAT CABINET A-04 A/K/A MC3-103, PLAT CABINET A-04 A/K/A MC3-1 13 DO NOT APPLY, BUT PLAT CABINET A-05 A/K/A MC3-148 DOES APPLY TO THE SUBJECT PARCEL, THE PROPOSED LEASE AREA AND ACCESS AND UTILITY EASEMENT.)

ITEM 15. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (POD GROUP, LLC. DID NOT EXAMINE OR ADDRESS THIS ITEM.)

### LAND SURVEYOR'S CERTIFICATE

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







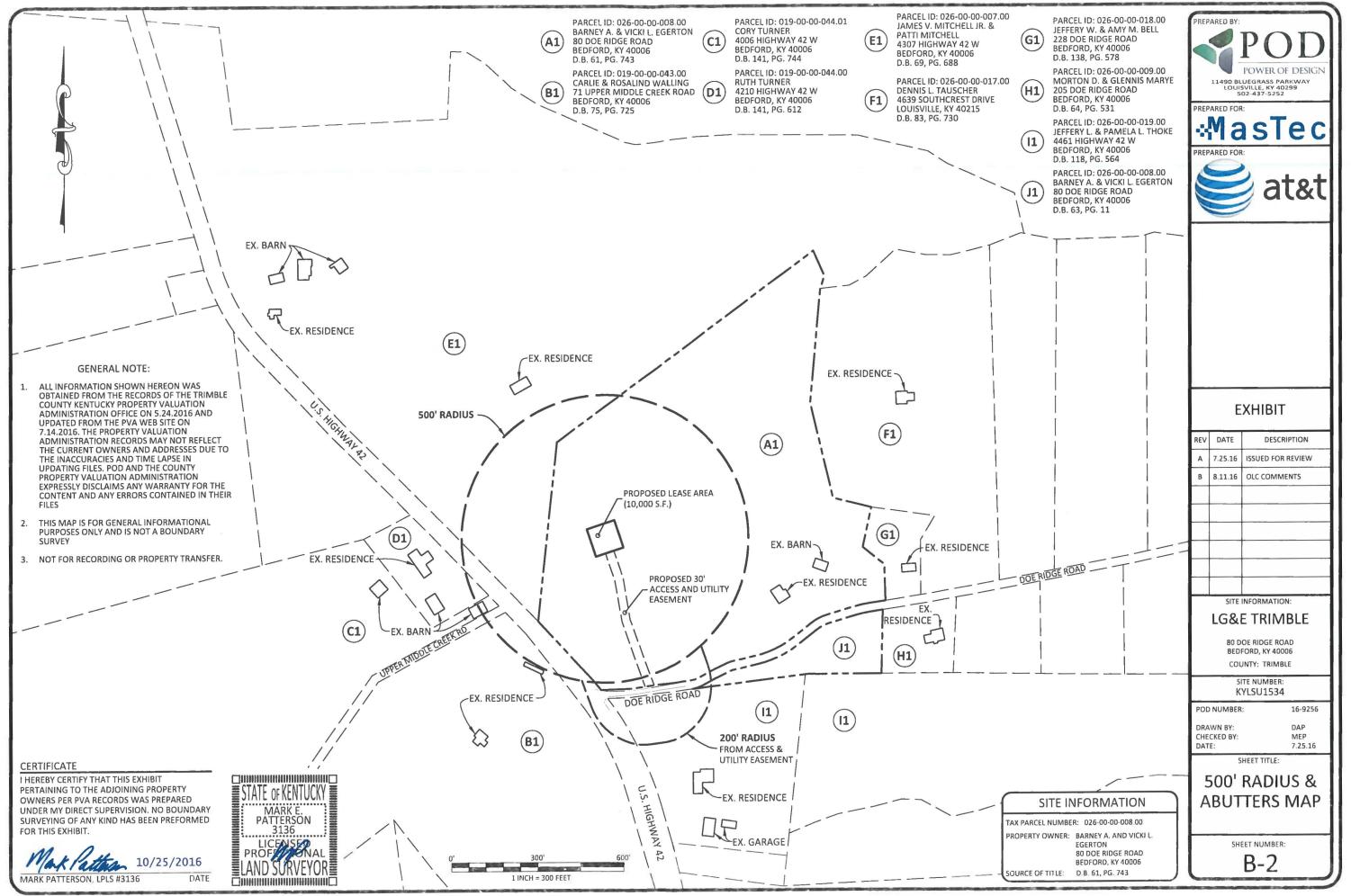
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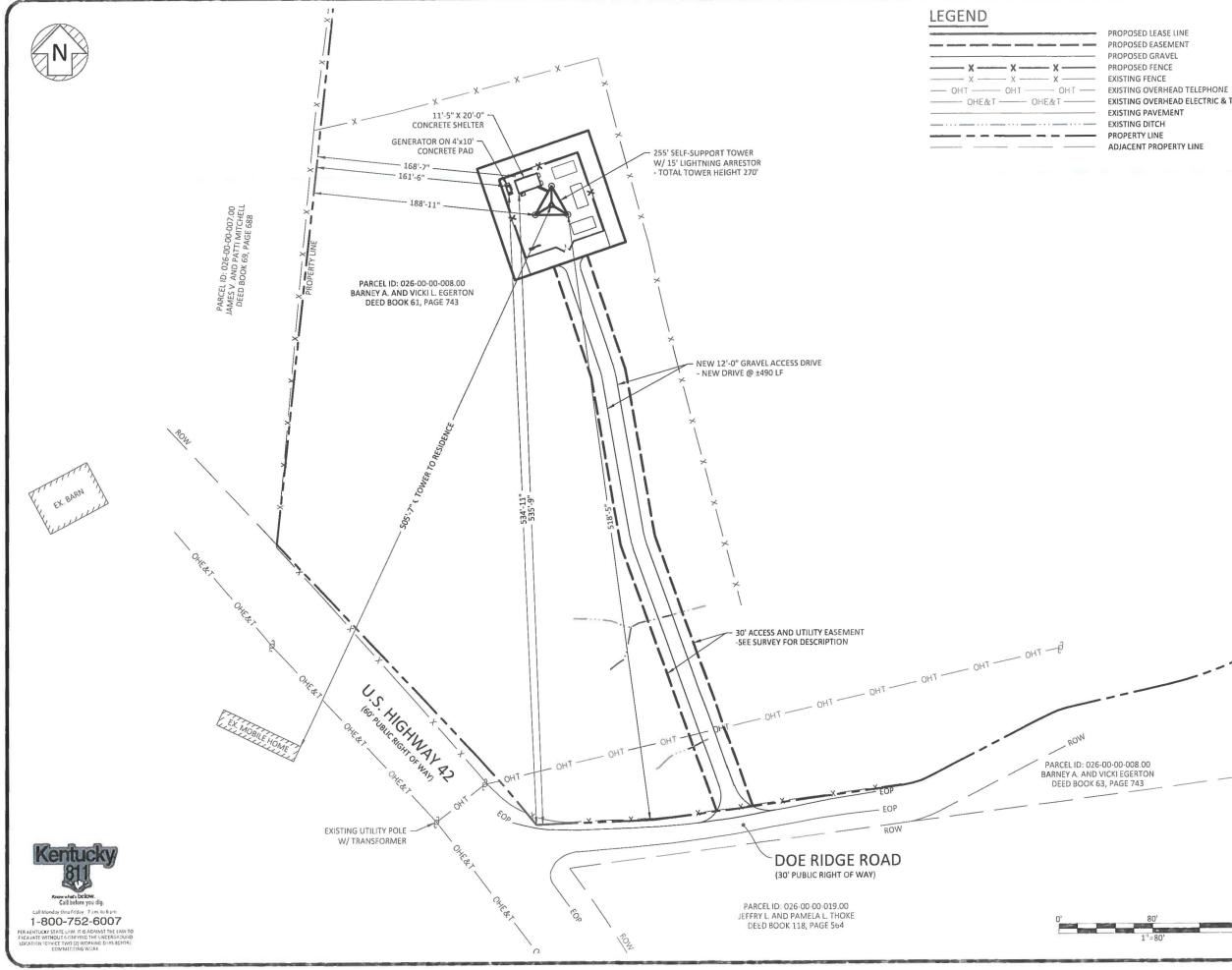
SOU

P	REPARED FOR	sTec	
	S	URVEY	
F	REV DATE	DESCRIPTION	
	A 5.1.14	PRELIM ISSUE	
	B 7.25.16	UPDATED	
	C 8.11.16	OLC COMMENTS	
	D 9.30.16	OLC COMMENTS	
		INFORMATION:	
	LG&I	E TRIMBLE	
		OE RIDGE ROAD FORD, KY 40006	
		JNTY: TRIMBLE	
F		ITE NUMBER: YLSU1534	
- b	POD NUMBER		
	DRAWN BY: CHECKED BY: DATE:	TMD MEP 5.01.14	
	S		
	SI	SITE URVEY	
		EET NUMBER: B-1.1	

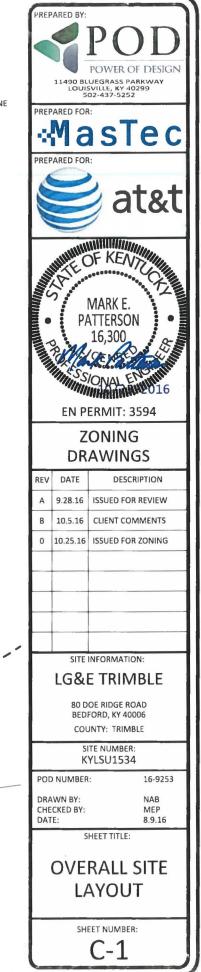
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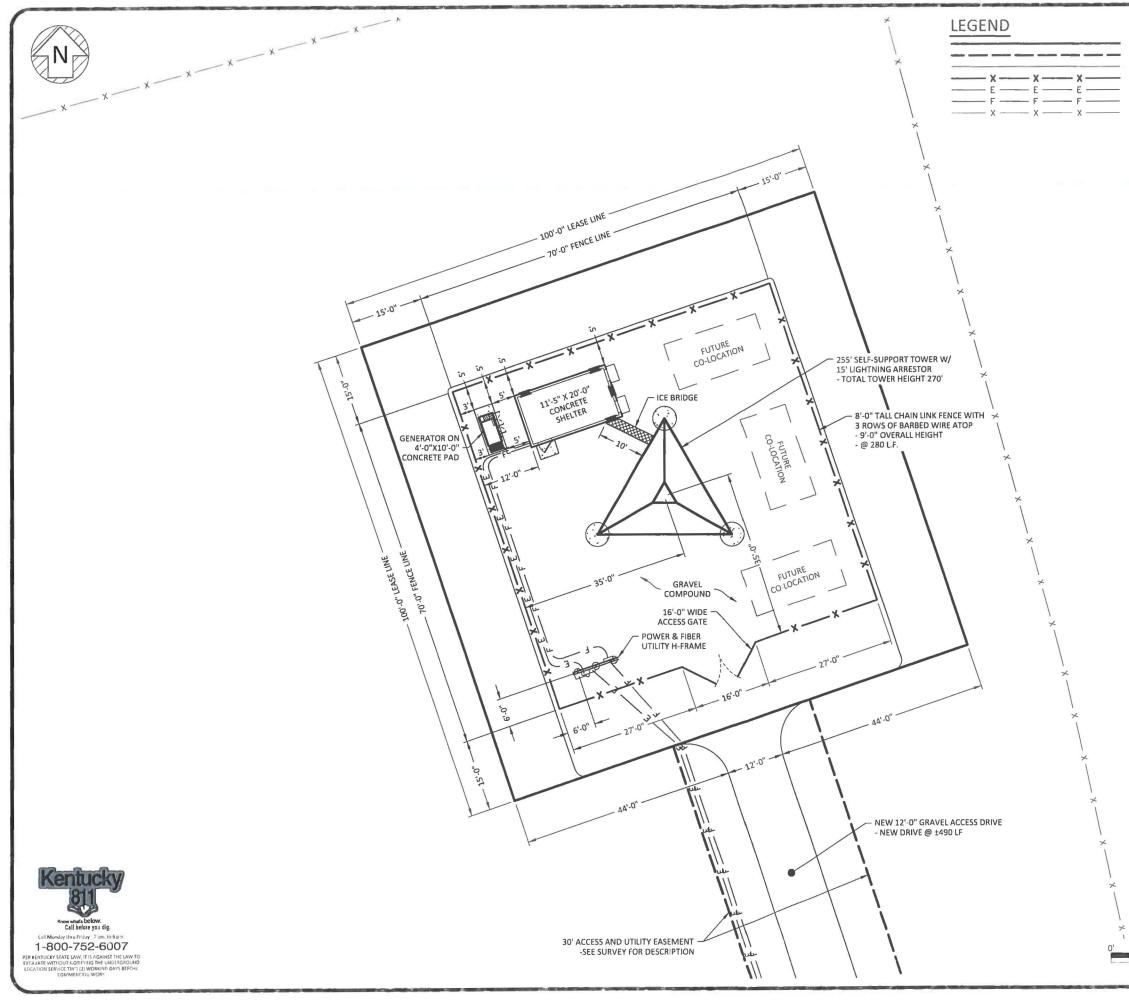
PARCEL NUMBE	R: 026-00-00-008.00
PERTY OWNER:	BARNEY A. AND VICKI L
	EGERTON
	80 DOE RIDGE ROAD
	BEDFORD, KY 40006
RCE OF TITLE.	D.B. 61, PG. 743





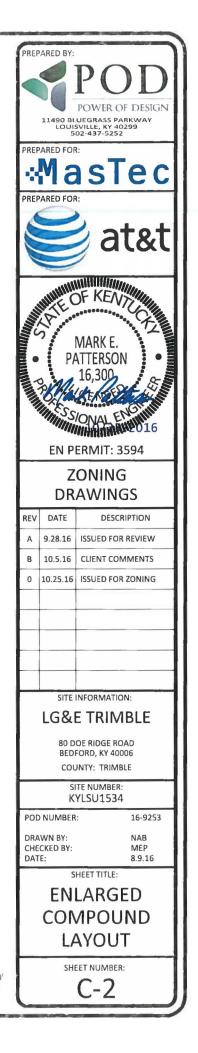
PROPOSED LEASE LINE PROPOSED EASEMENT PROPOSED GRAVEL PROPOSED FENCE EXISTING FENCE EXISTING OVERHEAD ELECTRIC & TELEPHONE EXISTING PAVEMENT EXISTING DITCH PROPERTY LINE ADJACENT PROPERTY LINE

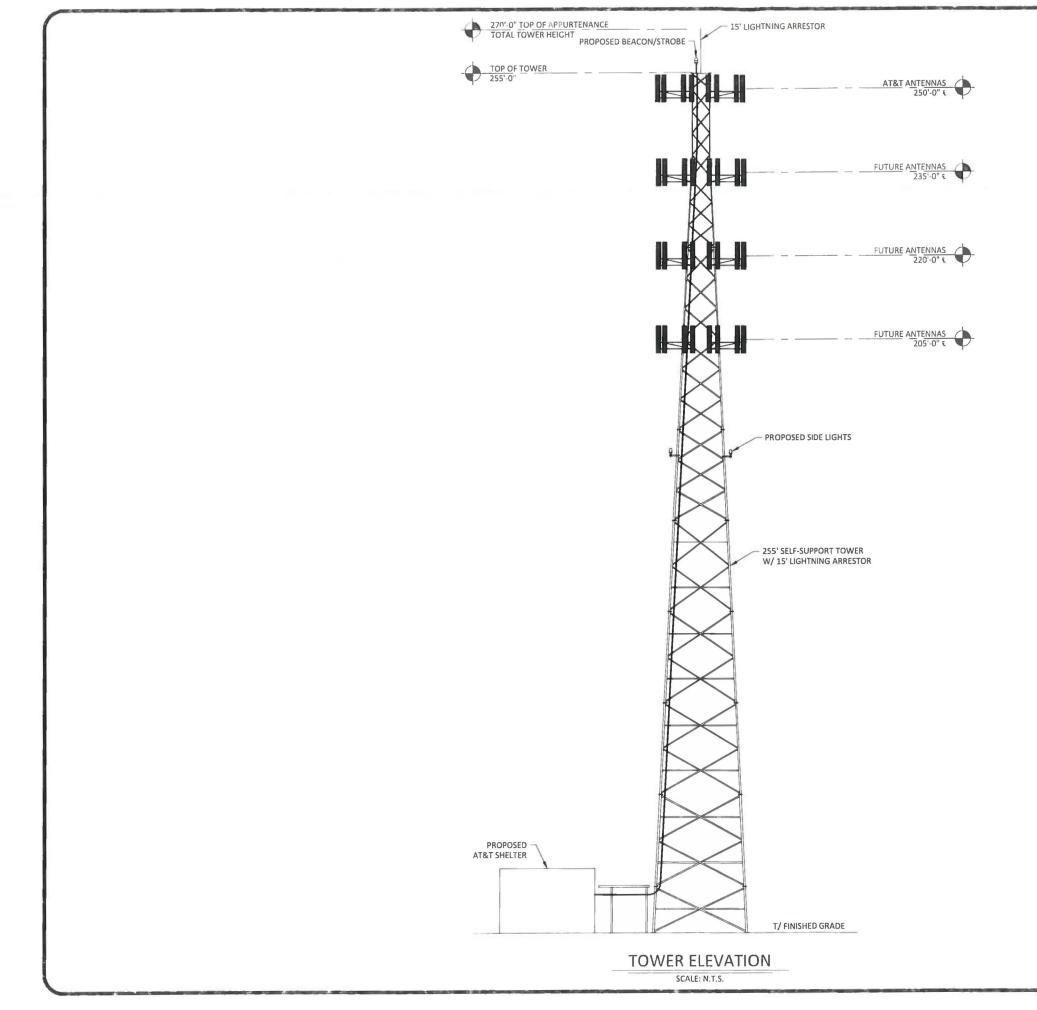




PROPOSED LEASE LINE
 PROPOSED EASEMENT
 PROPOSED GRAVEL
 PROPOSED GRAVEL
 PROPOSED UNDERGROUND ELECTRIC
 PROPOSED UNDERGROUND FIBER
 EXISTING FENCE

=20







## EXHIBIT C TOWER AND FOUNDATION DESIGN

-



October 20th, 2016

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

RE: Site Name: LG&E Trimble Proposed Cell Tower 38-32-51.33 North Latitude, 85-19-40.19 West Longitude

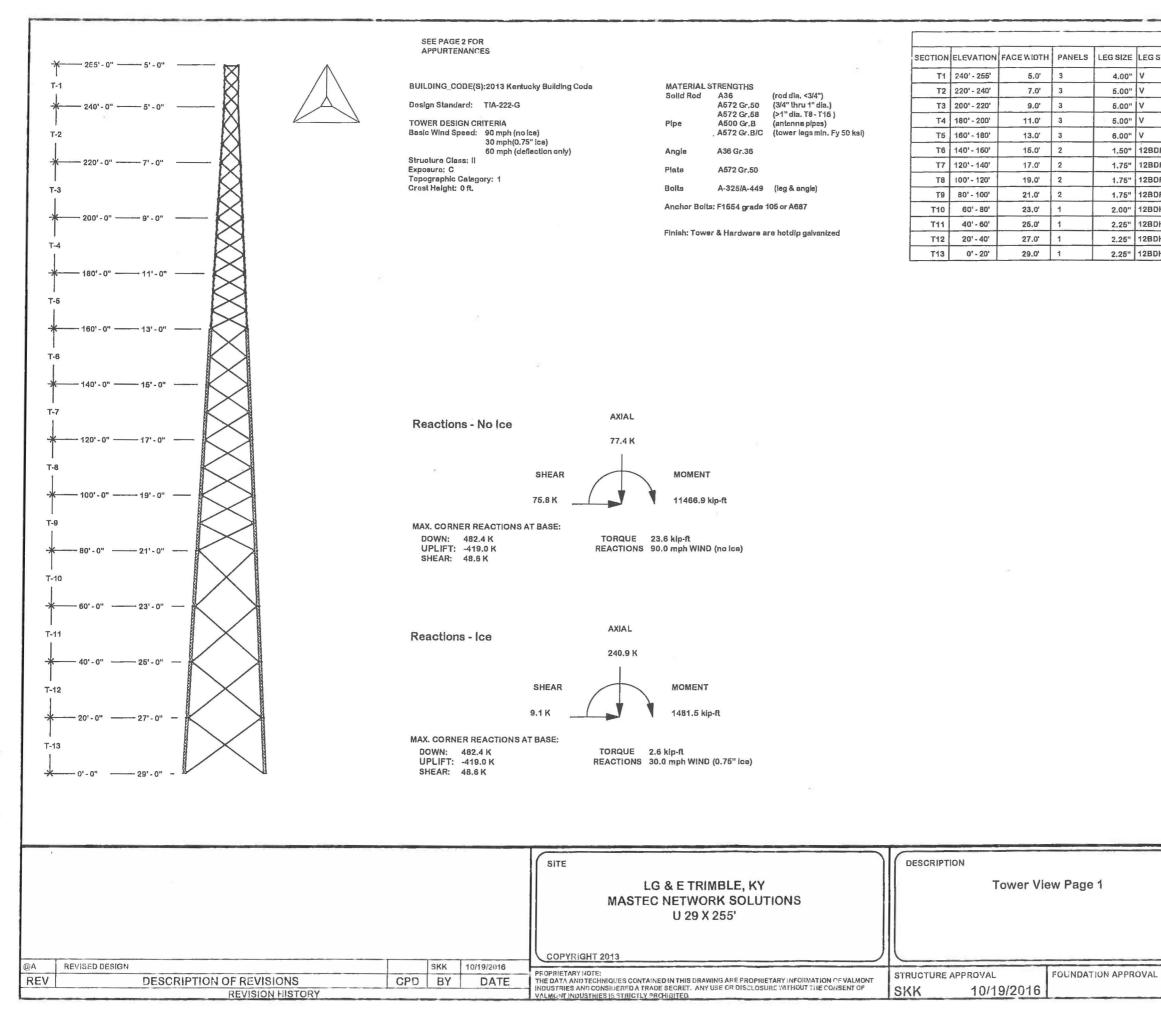
Dear Commissioners:

The Project / Construction Manager for the proposed new communications facility will be Kyle Ballard. His contact information is (703) 627-2919 or <u>Kyle.Ballard@mastec.com</u>.

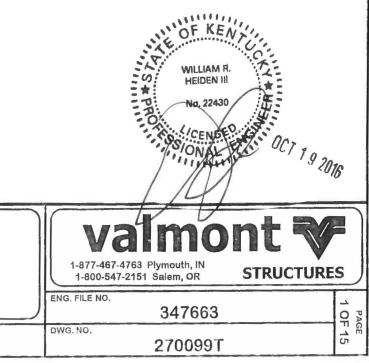
Kyle has been in the industry completing civil construction and constructing towers since 2013. He has worked at MasTec Network Solutions since 2013 completing project and construction management on new site build projects.

Thank yo

Kyle<sup>-</sup>Ballard, Project Manager - Tennessee/Kentucky Market MasTec Network Solutions 703-627-2919 Kyle.Ballard@mastec.com

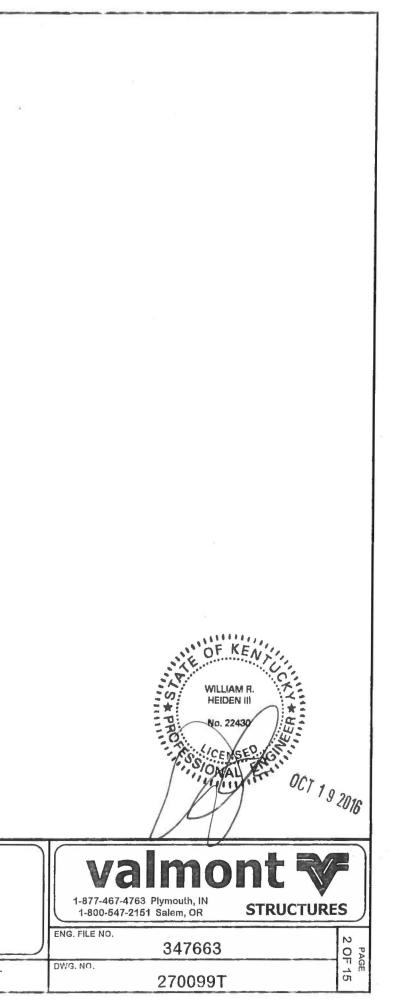


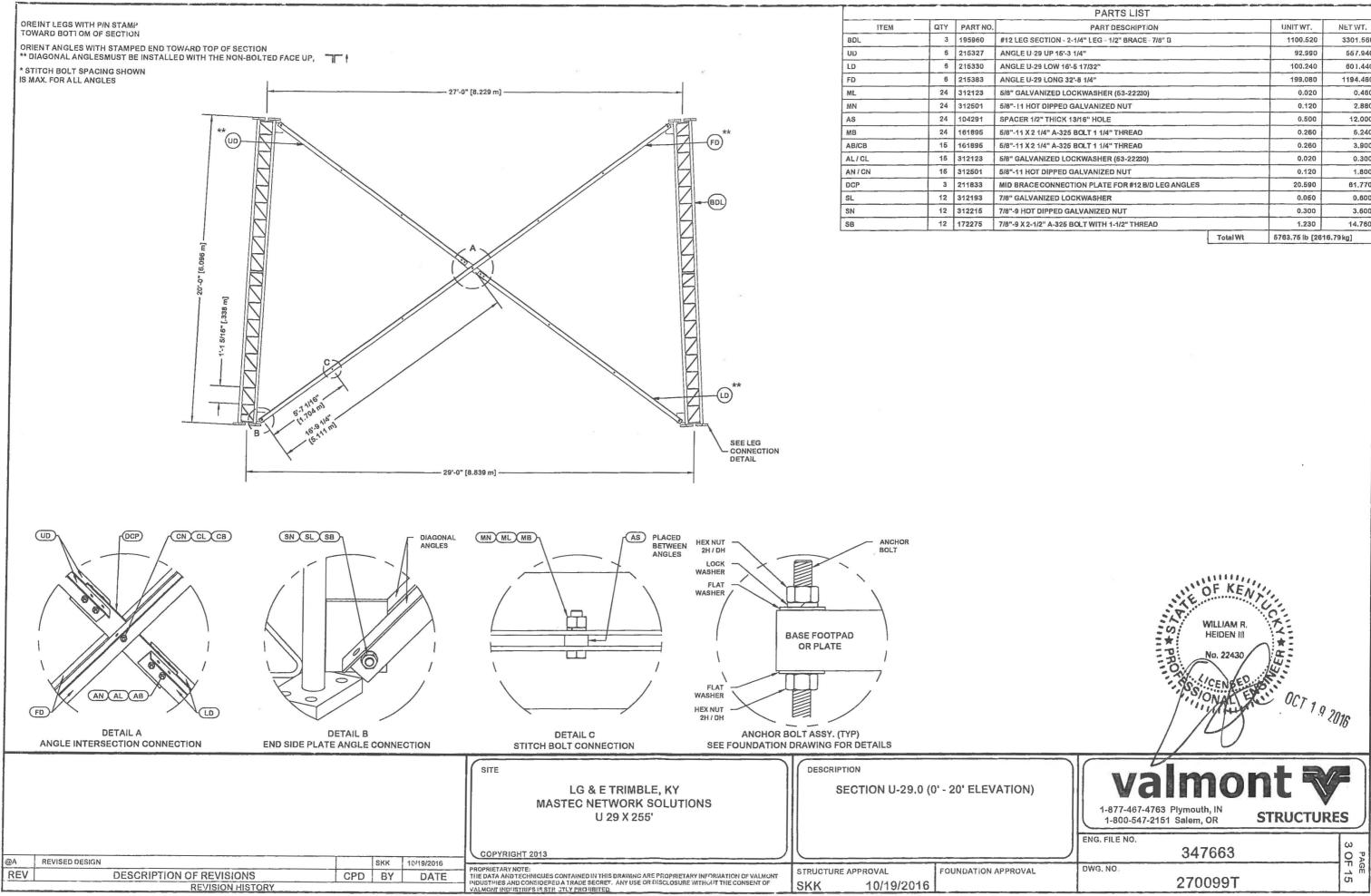
	TOWER CO	U.UMN			
STYLE	LEG BOLT QTY & DIA	DIAGONAL BRACING SIZE	HORIZONAL BRACING SIZE	BRACING ROLT QTY & DIA	SECTION
	6 x 3/4"	3/16" x 2" x 2"	3/16" x 2" x 2"	1 x 3/4 "	1082.67
	8 x 3/4"	3/16" x 2" x 2"		1 x 3/4 "	1602.68
	8 x 3/4"	3/16" x 2-1/2" x 2-1/2"		1 x 3/4 "	1838,58
	8 x 3/4"	3/16" x 2-1/2" x 2-1/2"		1 x 3/4 "	1935,12
	6 x 1"	3/16" x 3" x 3"		1 x 3/4 "	2631.15
DFH	6 x 1"	5/16" x 3" x 3"		1x1"	3083.37
FH	6 x 1 1/4"	6/16" x 3" x 3"		1×1"	3650.25
DFH	6 x 1 1/4"	5/16" x 3-1/2" x 3-1/2"		1 x 1 "	4006.41
DFH	6 x 1 1/4"	5/16" x 3-1/2" x 3-1/2"		1×1"	4169.37
DH2	12 x 1"	1/4" x 3-1/2" x 3-1/2"		1 x 7/8 "	4919.04
DH2	12 x 1"	1/4" x 3-1/2" x 3-1/2"		1 x 7/8 "	5608.11
H2	12 x 1"	1/4" x 3-1/2" x 3-1/2"		1 x 7/8 "	5720.67
H2	12 x 1"	1/4" x 3-1/2" x 3-1/2"	•	1 x 7/8 "	5763.78



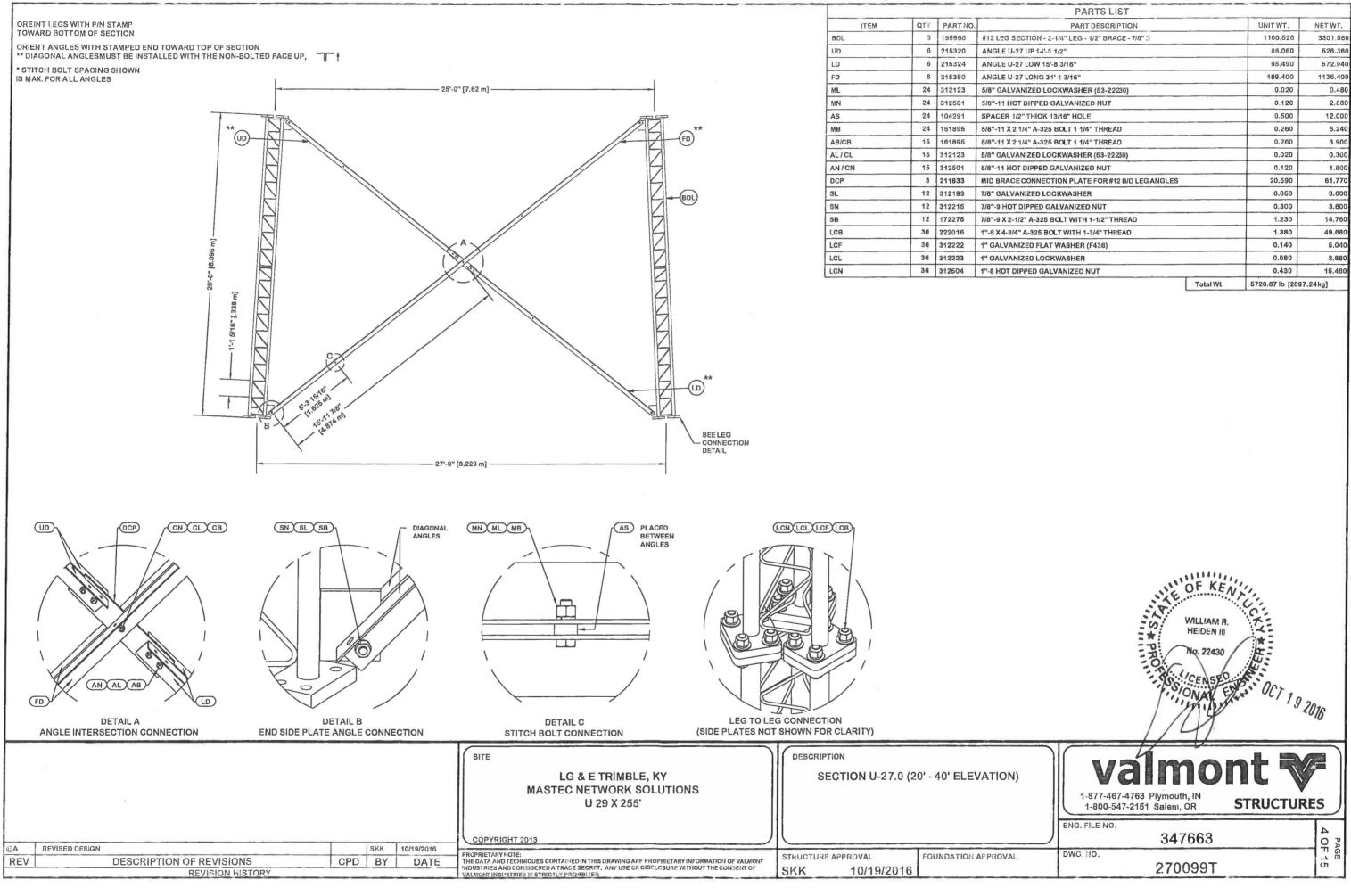
DESIGNED APPURTENANCE LOADING	
TYPE	ELEVATION
(1) 15' LRE WITH 4' LIGHTNING ROD (ARM≈7.75')	255
(1) BEACON	266
(1) BEACON EXTENDER	266
(3) 12' V FRAME	250
(12) 2" X 96" SCH. 40	250
(24) ERICSSON RRUS-32 (29.9"X13.3"X9.5")	250
(12) PANEL (8' X 1' X 4")	250
(4) RAYCAP DC8-48-60-18-F(24"X11")	250
(3) 12' V FRAME	235
(12) 2" X 96" SCH, 40	235
(12) PANEL (8' X 1' X 4")	235
(3) 12'V FRAME	220
(12) 2" X 96" SCH. 40	220
(12) PANEL (8' X 1' X 4")	220
(3) 12' V FRAME	205
(12) 2" X 96" SCH. 40	205
(12) PANEL (8' X 1' X 4")	205

			and a state					
<b>A</b>	REVISED DESIGN		SKK	10/19/2016	SITE LG & E TRIMBLE, KY MASTEC NETWORK SOLUTIONS U 29 X 255'		DESCRIPTION Tower Vie	ew Page 2
@A		-+			PROPRIETARY NOTE:	Is	TRUCTURE APPROVAL	FOUNDATION APPROVAL
REV	DESCRIPTION OF REVISIONS PEVISION HISTORY	CPD	BY	DATE	THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET, ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT NOUSTRIES IS STRUCTLY PRCHIBITED		SKK 10/19/2016	

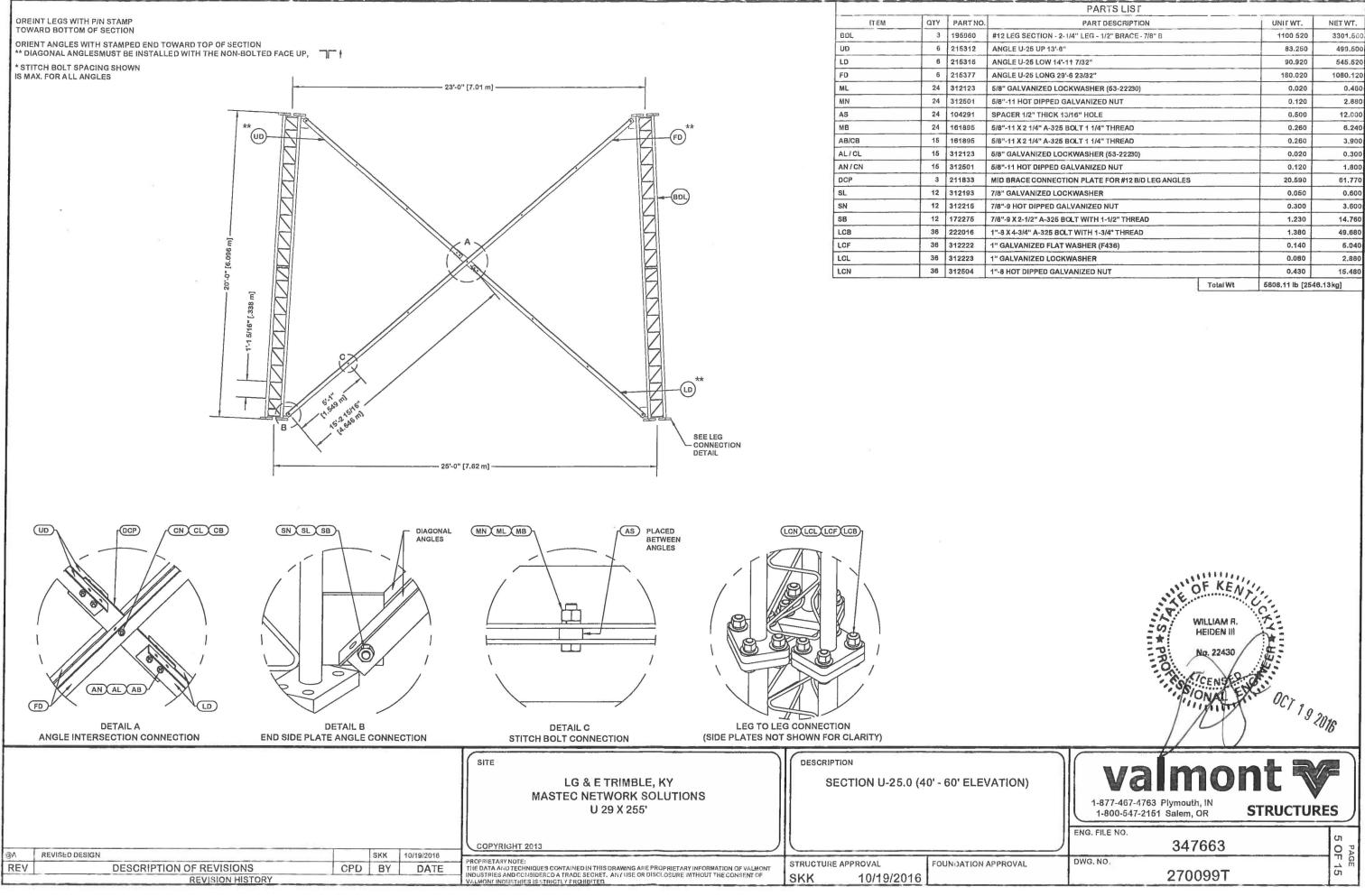




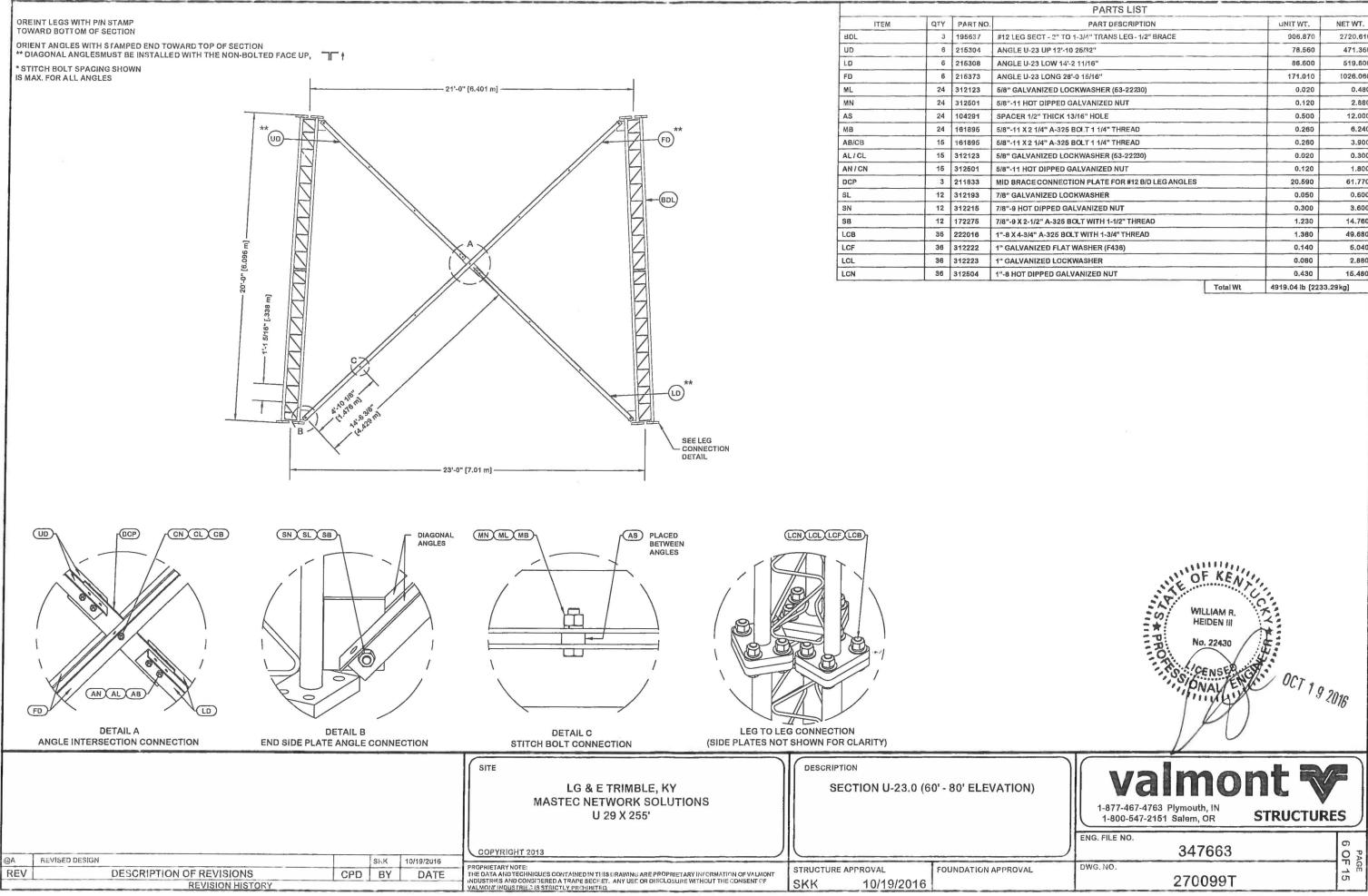
PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
CTION - 2-1/4" LEG - 1/2" BRACE - 7/8" B		1100.520	3301.560
9 UP 15'-3 1/4"		92,990	567.940
9 LOW 16'-5 17/32"		100.240	601.440
9 LONG 32'-8 1/4"		199.080	1194.480
NIZED LOCKWASHER (53-22230)		0.020	0.480
T DIPPED GALVANIZED NUT		0.120	2.880
2" THICK 13/16" HOLE		0.500	12.000
1/4" A-325 BOLT 1 1/4" THREAD	an <u>na</u> 111	0.260	6.240
1/4" A-325 BOLT 1 1/4" THREAD		0.260	3.900
NIZED LOCKWASHER (53-22230)		0.020	0.300
DIPPED GALVANIZED NUT		0.120	1.800
CONNECTION PLATE FOR #12 B/D LEG ANGLES		20.590	81,770
NIZED LOCKWASHER		0.050	0.600
DIPPED GALVANIZED NUT		0.300	3.600
2" A-325 BOLT WITH 1-1/2" THREAD		1.230	14.760
	Total Wt	5763.75 lb (261	6.79 kg]



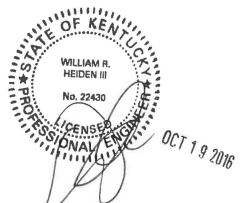
PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
CTION - 2-1/4" LEG - 1/2" BRACE - 7/8" 3		1100.520	3301.560
7 UP 14'-5 1/2"		88.060	528.360
7 LOW 15'-8 3/16"		95.490	572.940
7 LONG 31'-1 3/16"		189.400	1136.400
NIZED LOCKWASHER (53-22230)		0.020	0.480
DIPPED GALVANIZED NUT		0.120	2.880
" THICK 13/16" HOLE		0.500	12.000
1/4" A-325 BOLT 1 1/4" THREAD		0.260	6.240
/4" A-325 BOLT 1 1/4" THREAD		0.260	3.900
NIZED LOCKWASHER (53-22230)		0.020	0.300
DIPPED GALVANIZED NUT		0.120	1.800
CONNECTION PLATE FOR #12 B/D LEG ANGLES	0.000	20.590	61.770
NIZED LOCKWASHER		0.050	0.600
DIPPED GALVANIZED NUT		0.300	3.600
2" A-325 BOLT WITH 1-1/2" THREAD		1,230	14.760
A-325 BOLT WITH 1-3/4" THREAD		1.380	49.680
ZED FLAT WASHER (F436)		0.140	5.040
ZED LOCKWASHER		0.080	2.880
PPED GALVANIZED NUT		0.430	15.480
	Total Wt	5720.87 lb [269	7.24kg]

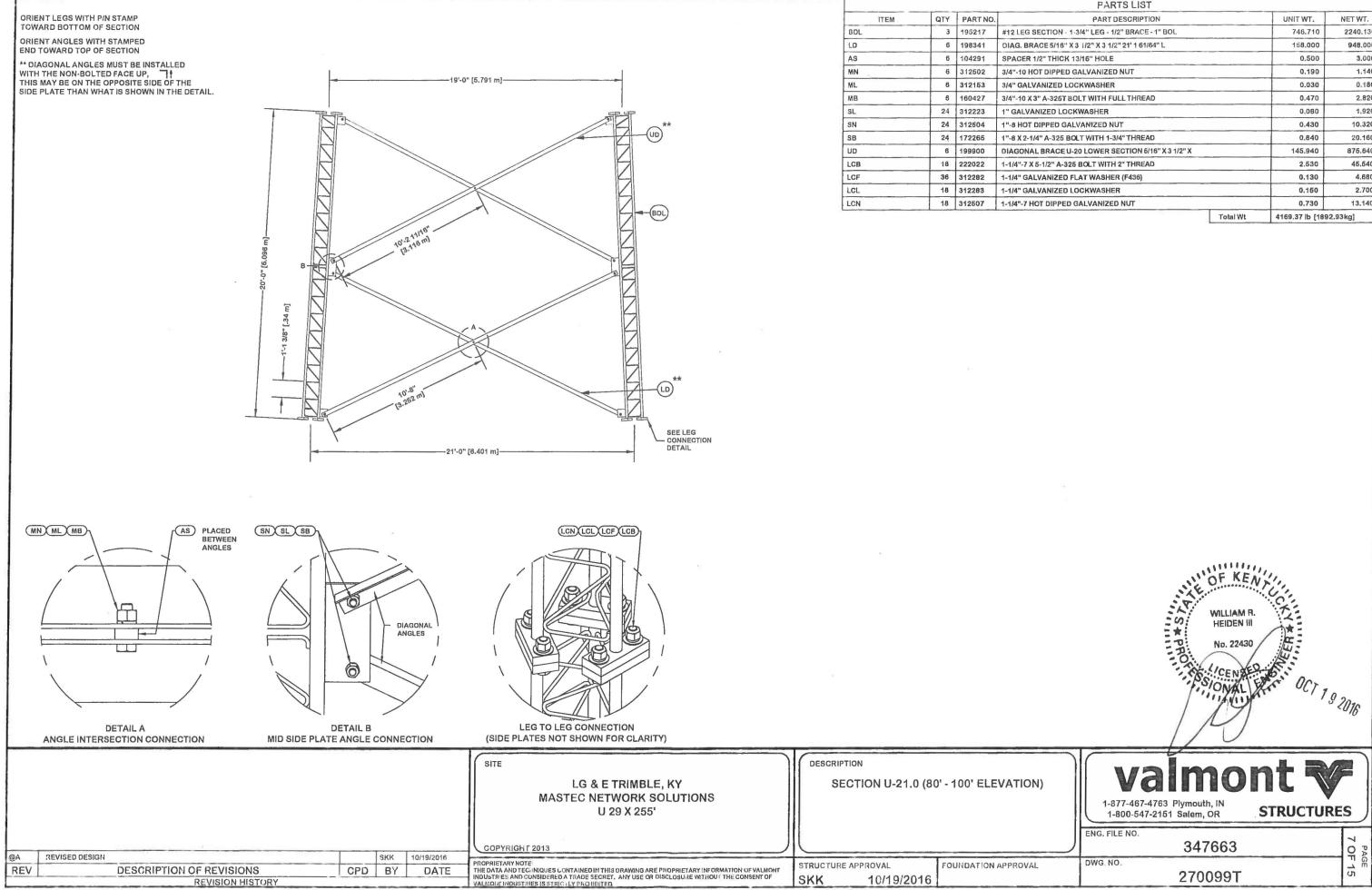


PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
ECTION - 2-1/4" LEG - 1/2" BRACE - 7/8" B		1100 520	3301.560
15 UP 13'-8"		83.250	499,500
6 LOW 14'-11 7/32"		90.920	545.520
6 LONG 29'-6 23/32"		180.020	1080.120
ANIZED LOCKWASHER (63-22230)		0.020	0.480
T DIPPED GALVANIZED NUT		0.120	2.880
2" THICK 13/16" HOLE		0.500	12.000
1/4" A-325 BOLT 1 1/4" THREAD		0.260	6.240
1/4" A-325 BOLT 1 1/4" THREAD		0.260	3,900
NIZED LOCKWASHER (53-22230)		0.020	0.300
DIPPED GALVANIZED NUT		0.120	1.800
CONNECTION PLATE FOR #12 B/D LEG ANG	LES	20.590	61.770
NIZED LOCKWASHER		0.050	0.600
DIPPED GALVANIZED NUT		0.300	3.600
/2" A-325 BOLT WITH 1-1/2" THREAD		1.230	14.760
" A-325 BOLT WITH 1-3/4" THREAD		1.380	49,680
IZED FLAT WASHER (F436)		0.140	5.040
IZED LOCKWASHER		0.080	2.880
PPED GALVANIZED NUT		0.430	15.480
	Total Wt	5608.11 lb [254	6.13kg)

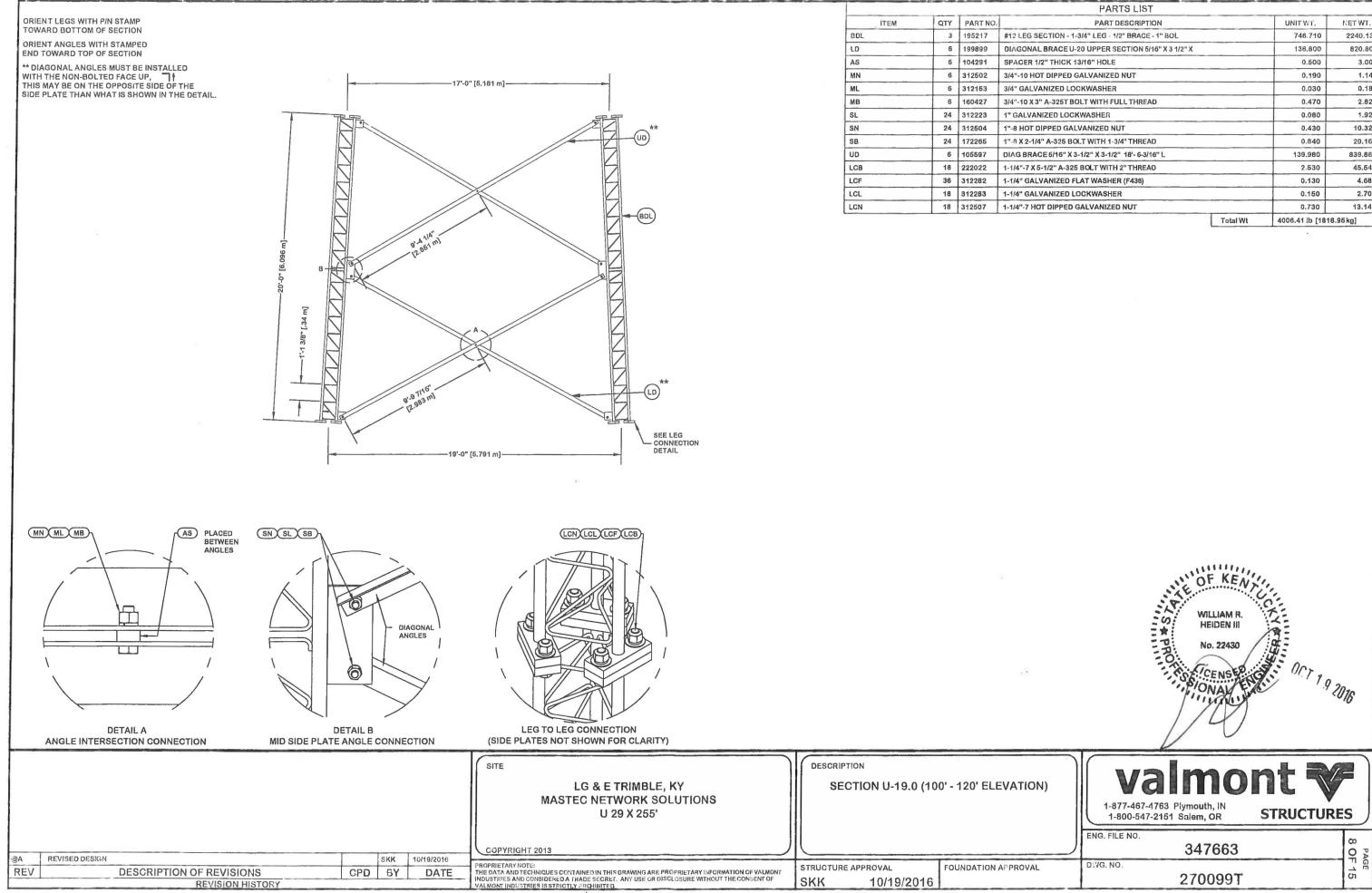


PARTS LIST			
PART DESCRIPTION	11 Mar 1997	UNIT WT.	NET WT.
CT - 2" TO 1-3/4" TRANS LEG - 1/2" BRACE		906.870	2720.610
3 UP 12'-10 25/32"		78.560	471.360
3 LOW 14'-2 11/16"		86.600	519.600
3 LONG 28'-0 15/16"		171.010	1026.060
NIZED LOCKWASHER (53-22230)		0.020	0.480
T DIPPED GALVANIZED NUT		0.120	2.880
2" THICK 13/16" HOLE		0.500	12.000
1/4" A-325 BOLT 1 1/4" THREAD		0.260	6.240
1/4" A-325 BOLT 1 1/4" THREAD		0.260	3.900
NIZED LOCKWASHER (53-22230)		0.020	0.300
I DIPPED GALVANIZED NUT		0.120	1.800
CONNECTION PLATE FOR #12 B/D LEG ANGLES		20.590	61.770
NIZED LOCKWASHER		0.050	0.600
DIPPED GALVANIZED NUT		0.300	3.600
2" A-325 BOLT WITH 1-1/2" THREAD		1.230	14.760
A-325 BOLT WITH 1-3/4" THREAD	· · · · · · · · · · · · · · · · · · ·	1.380	49.680
IZED FLAT WASHER (F438)		0.140	5.040
IZED LOCKWASHER		0.080	2.880
PPED GALVANIZED NUT		0.430	15.480
	Total Wt	4919.04 lb (223	3.29kg]

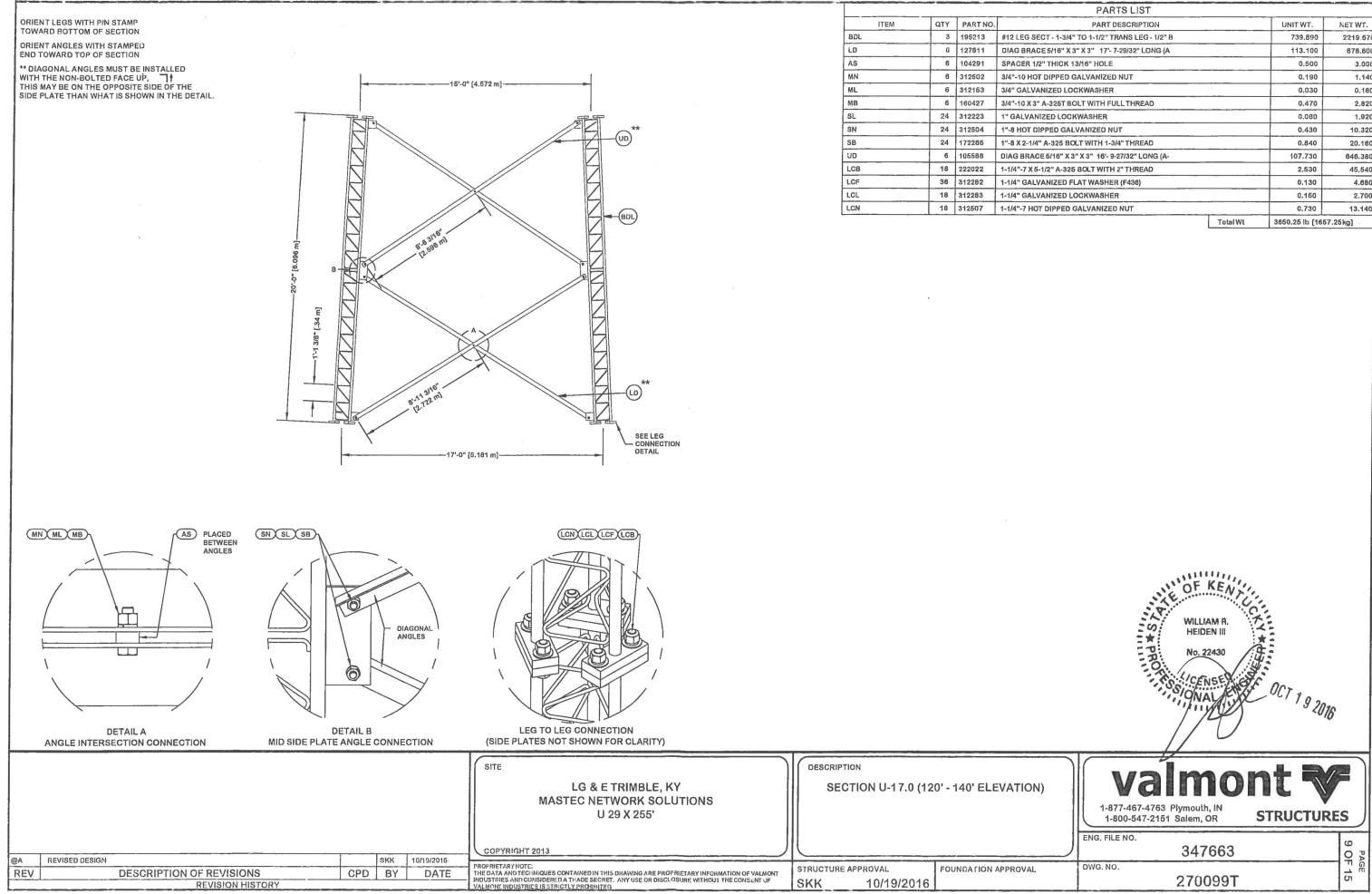




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PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
ECTION - 1-3/4" LEG - 1/2" BRACE - 1" BOL		746.710	2240.130
CE 5/16" X 3 1/2" X 3 1/2" 21' 1 61/64" L		158.000	948.000
2" THICK 13/16" HOLE		0.500	3.000
T DIPPED GALVANIZED NUT		0.190	1.140
ANIZED LOCKWASHER		0.030	0.180
A-326T BOLT WITH FULL THREAD		0.470	2.820
IZED LOCKWASHER		0.080	1.920
IPPED GALVANIZED NUT		0.430	10.320
" A-325 BOLT WITH 1-3/4" THREAD		0.840	20.160
BRACE U-20 LOWER SECTION 6/16" X 3 1/2" X		145.940	875.640
-1/2" A-325 BOLT WITH 2" THREAD		2.530	45,540
ANIZED FLAT WASHER (F436)		0.130	4.680
VANIZED LOCKWASHER		0.150	2.700
T DIPPED GALVANIZED NUT		0.730	13.140
	Total Wt	4169.37 lb [189	2.93kg]

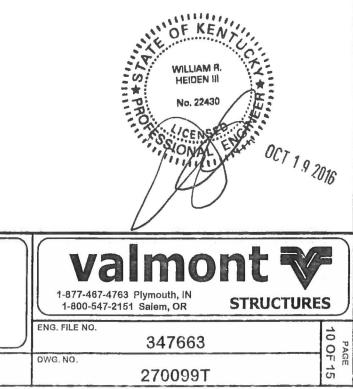


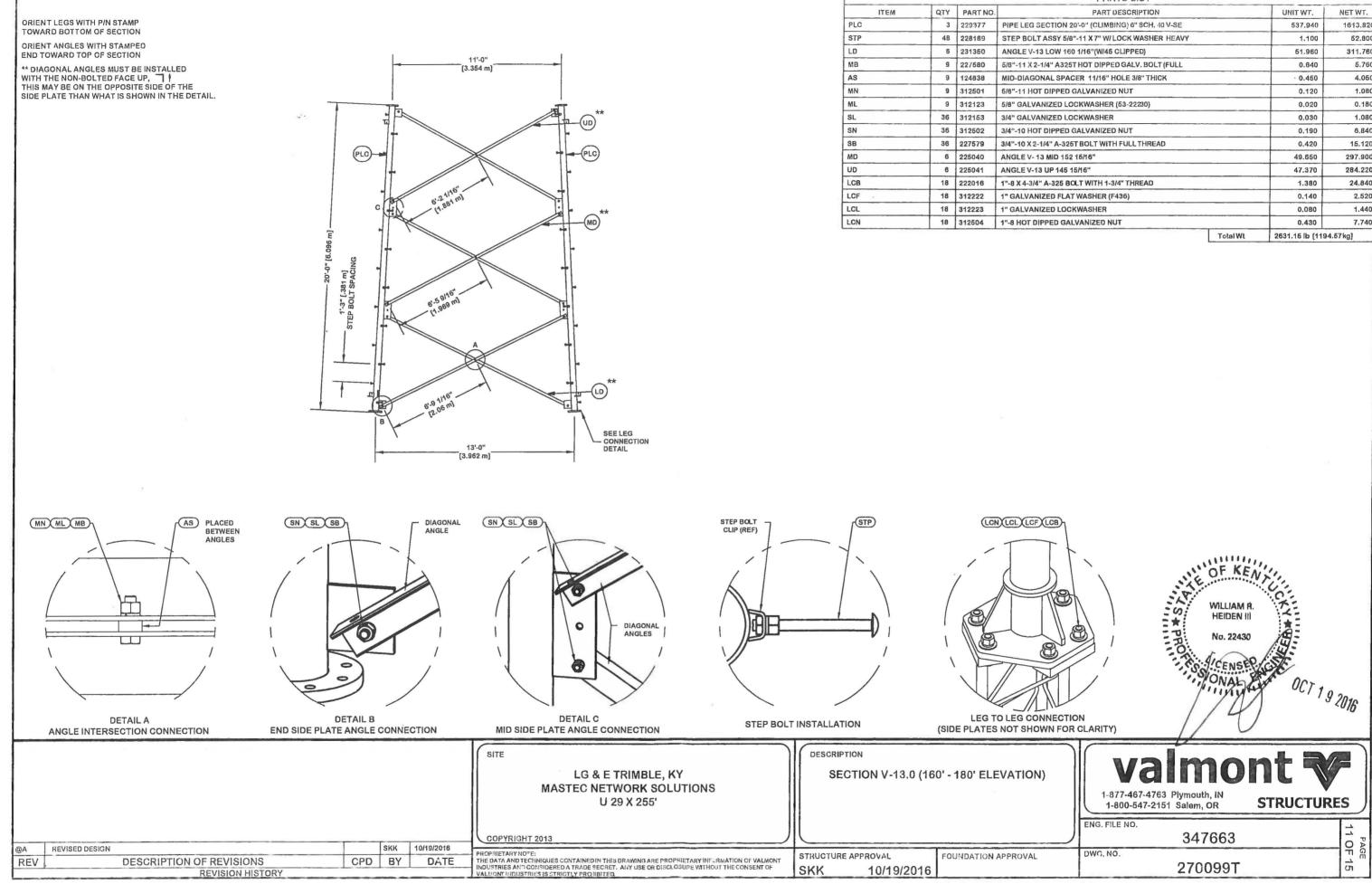
		(i - Ci)	
PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
CTION - 1-3/4" LEG - 1/2" BRACE - 1" BOL		746.710	2240.130
BRACE U-20 UPPER SECTION 5/16" X 3 1/2" X		136.800	820,800
2" THICK 13/16" HOLE		0.500	3.000
DIPPED GALVANIZED NUT		0,190	1.140
NIZED LOCKWASHER	11	0.030	0.180
A-326T BOLT WITH FULL THREAD		0.470	2.820
IZED LOCKWASHER		0.080	1.920
PPED GALVANIZED NUT		0.430	10.320
A-325 BOLT WITH 1-3/4" THREAD		0.840	20,160
E 5/16" X 3-1/2" X 3-1/2" 18'- 6-3/16" L		139.980	839.880
1/2" A-325 BOLT WITH 2" THREAD		2.530	45.540
ANIZED FLAT WASHER (F436)		0.130	4.680
ANIZED LOCKWASHER		0.150	2.700
T DIPPED GALVANIZED NUT		0.730	13.140
	Total Wt	4006.41 lb [181	8.95 kg]



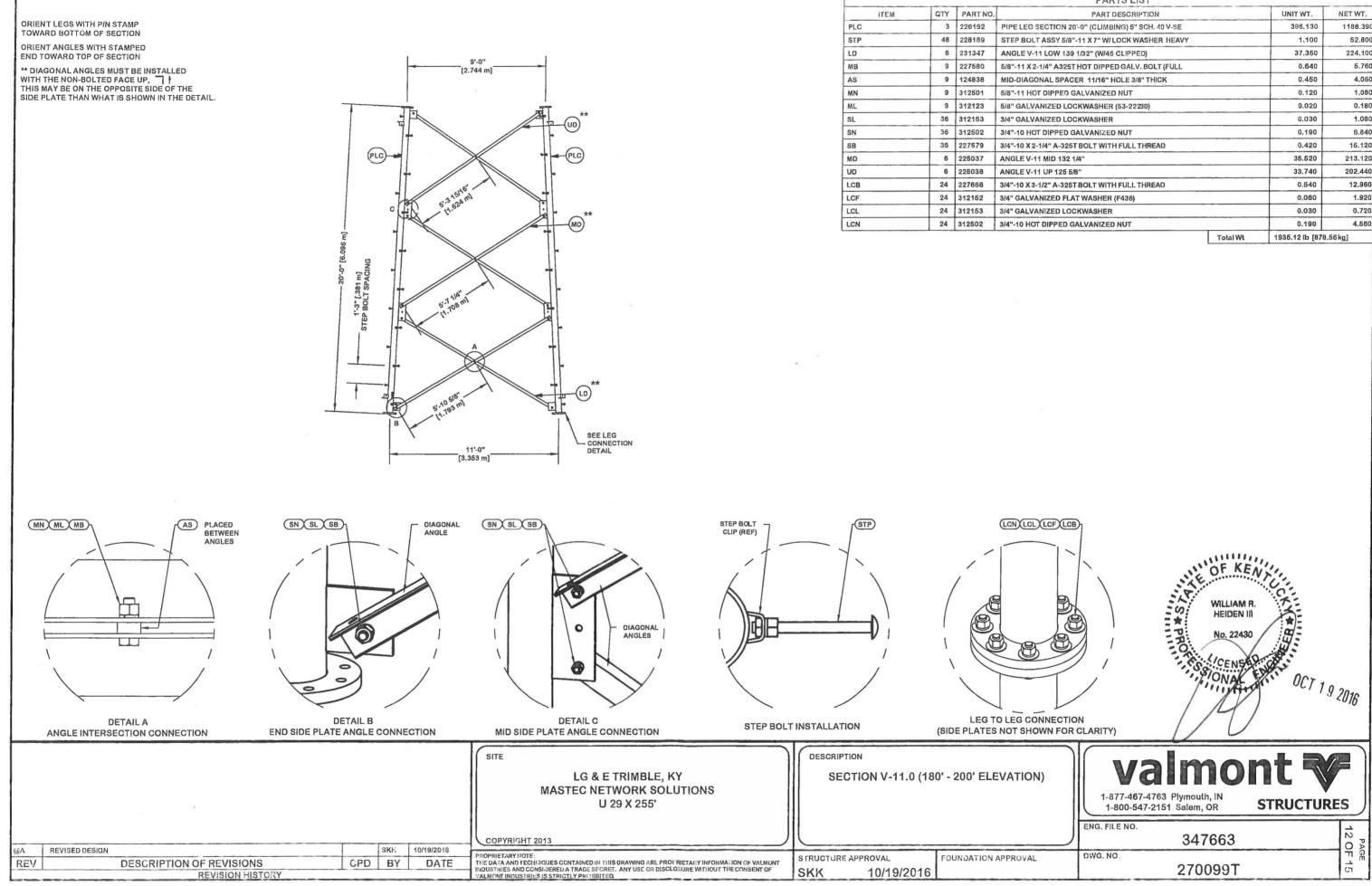
PARTS LIST			
PART DESCRIPTION	11-11-1-1-1-1	UNIT WT.	NET WT.
CT - 1-3/4" TO 1-1/2" TRANS LEG - 1/2" B		739.890	2219.670
E 5/16" X 3" X 3" 17'- 7-29/32" LONG (A		113.100	678.600
2" THICK 13/16" HOLE		0.500	3.000
F DIPPED GALVANIZED NUT		0.190	1,140
NIZED LOCKWASHER		0.030	0.180
A-325T BOLT WITH FULL THREAD		0.470	2.820
IZED LOCKWASHER		0.080	1.920
PPED GALVANIZED NUT	and of the second	0.430	10.320
A-325 BOLT WITH 1-3/4" THREAD		0.840	20,160
E 5/16" X 3" X 3" 16'- 9-27/32" LONG (A-		107.730	646.380
1/2" A-325 BOLT WITH 2" THREAD		2.530	45.540
ANIZED FLAT WASHER (F436)		0.130	4.680
ANIZED LOCKWASHER		0.150	2.700
T DIPPED GALVANIZED NUT		0.730	13.140
	Total Wt	3650.25 lb (165	7.25kg]

						PARTS LIST		
ORIENT LEGS WITH				ITEM	QTY PART NO.		UNIT WT.	NET WT.
TOWARD BOTTOM C				BDL		#12 LEG SECTION - 1-1/2" LEG - 1/2" BRACE - 1" BOL	602.830	1808.490
ORIENT ANGLES WIT				LD	6 105583	DIAG BRACE 5/16" X 3" X 3" 15'- 11-31/32" LONG (A	102.460	614.760
** DIAGONAL ANGLE	ES MUST BE INSTALLED			AS		SPACER 1/2" THICK 13/16" HOLE	0.500	3.000
	TED FACE UP.	13'-0'	" [3.962 m]	MN	6 312502	3/4"-10 HOT DIPPED GALVANIZED NUT	0.190	1.140
	WHAT IS SHOWN IN THE DETAIL.	Funda Har		ML		3/4" GALVANIZED LOCKWASHER	0,030	0.180
				MB		3/4"-10 X 3" A-325T BOLT WITH FULI. THREAD 1" GALVANIZED LOCKWASHER	0.470	2.820
1	a.	TRE	**	SN		1"-8 HOT DIPPED GALVANIZED NUT	0.080	10.320
				SB		1"-8 X 2-1/4" A-325 BOLT WITH 1-3/4" THREAD	0.840	20,160
						DIAG BRACE 5/16" X 3" X 3" 15'- 2-3/8" LONG (A-36	97.340	584.040
			6	LCB		1"-8 X 4-3/4" A-325 BOLT WITH 1-3/4" THREAD	1.380	24.840
			K	LCF	18 312222	1" GALVANIZED FLAT WASHER (F436)	0.140	2.520
				LCL	18 312223	1" GALVANIZED LOCKWASHER	0.080	1.440
1				LCN	18 312504	1"-8 HOT DIPPED GALVANIZED NUT	0.430	7.740
1			N TOUL			TotalWt	3083.37 lb [139	99.88kg]
		50 <sup>-0</sup> -15 <sup>-0</sup>	A A (1) (4.572 m) (4.572 m)					
	AS PLACED BETWEEN ANGLES	SN SL SB DIAGONAL ANGLES				WILLIAM R. HEIDEN III No. 22430	OCT 1	9.2016
ANGLE INTE	DETAIL A ERSECTION CONNECTION	DETAIL B MID SIDE PLATE ANGLE CONNECTION	LEG TO LEG CONNECTION (SIDE PLATES NOT SHOWN FOR CLARITY)					
ANGLE INTE	DETAIL A ERSECTION CONNECTION		(SIDE PLATES NOT SHOWN FOR CLARITY)					
ANGLE INTE	DETAIL A ERSECTION CONNECTION		(SIDE PLATES NOT SHOWN FOR CLARITY) SITE LG & E TRIMBLE, KY MASTEC NETWORK SOLUTIONS U 29 X 255'	DESCRIPTION SECTION U-15.0 (14	0' - 160' ELE	1-877-467-4763 Plymouth, IN 1-800-547-2151 Salem, OR ENG. FILE NO.		RES
ANGLE INTE	ERSECTION CONNECTION		(SIDE PLATES NOT SHOWN FOR CLARITY) SITE LG & E TRIMBLE, KY MASTEC NETWORK SOLUTIONS U 29 X 255' COPYRIGHT 2013	SECTION U-15.0 (14		1-877-467-4763 Plymouth, IN 1-800-547-2151 Salem, OR ENG. FILE NO. 347663		RES
	ERSECTION CONNECTION	MID SIDE PLATE ANGLE CONNECTION	(SIDE PLATES NOT SHOWN FOR CLARITY) SITE LG & E TRIMBLE, KY MASTEC NETWORK SOLUTIONS U 29 X 255'		0' - 160' ELE	1-877-467-4763 Plymouth, IN 1-800-547-2151 Salem, OR ENG. FILE NO. 347663		RES

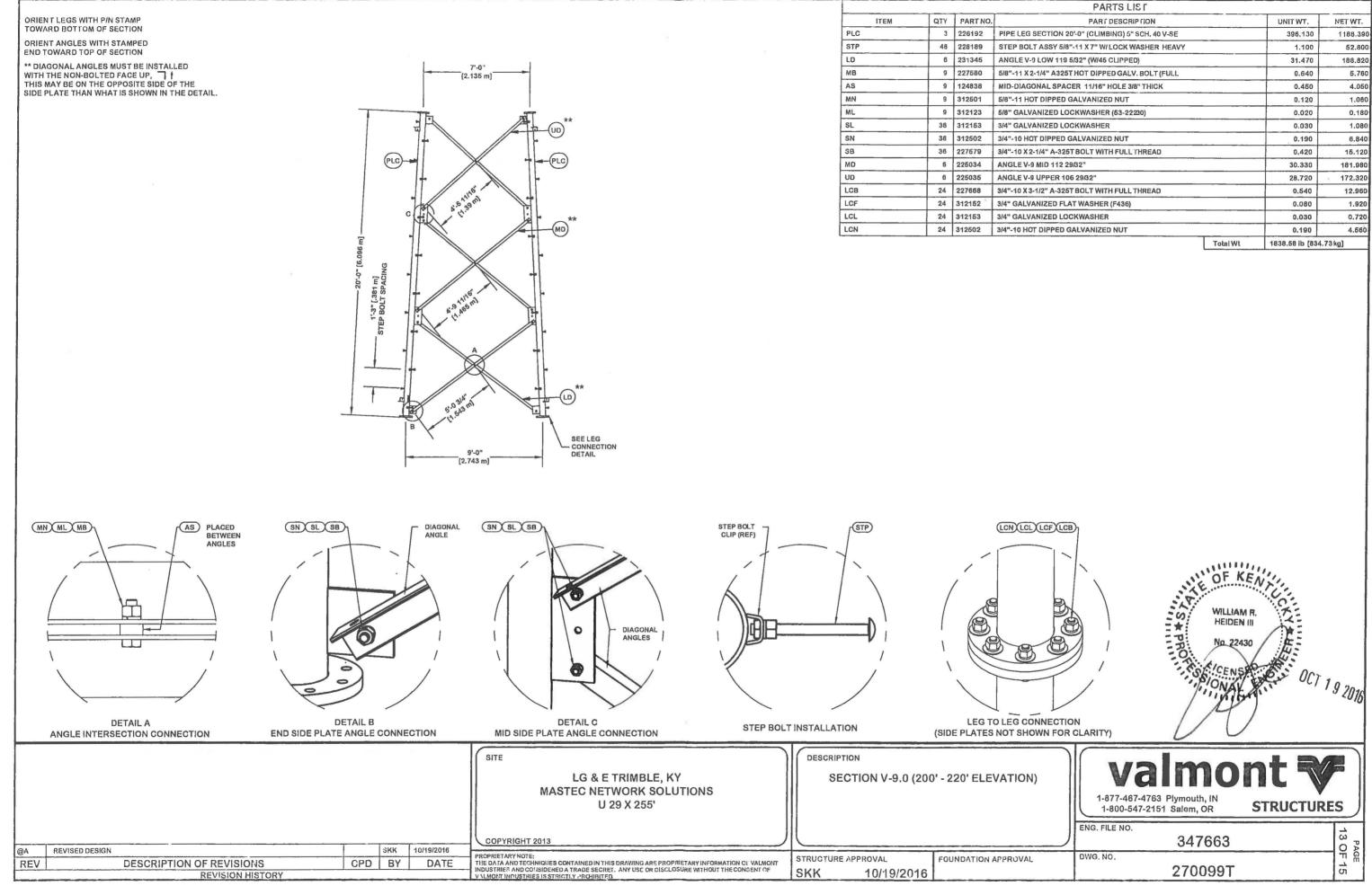




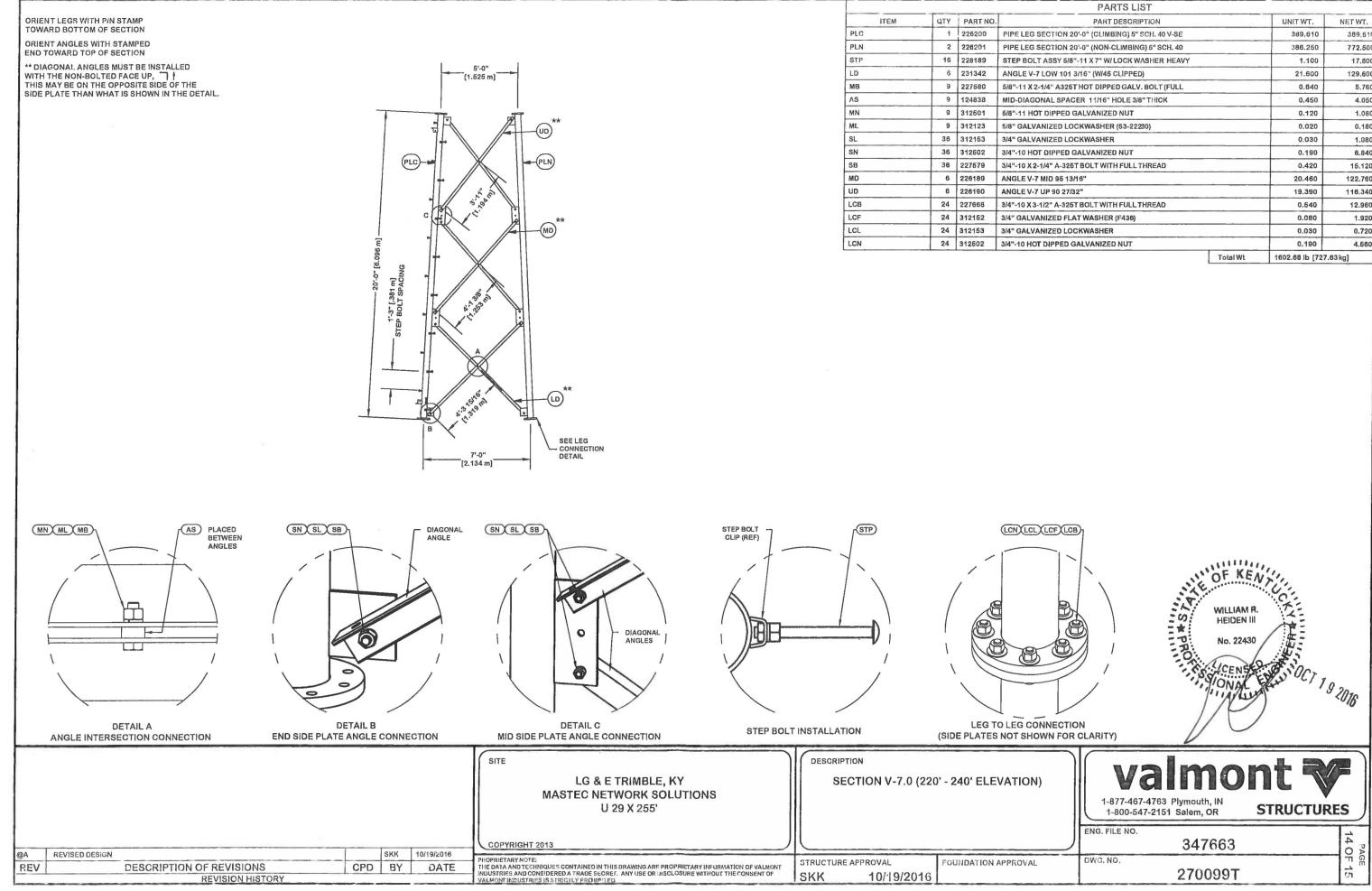
	and the second division of the second divisio	Carlos Concerning and Carlos and C	
PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
SECTION 20'-0" (CLIMBING) 6" SCH. 40 V-SE		537.940	1613,820
ASSY 5/8"-11 X 7" W/ LOCK WASHER HEAVY	,	1.100	52,800
3 LOW 160 1/16" (W/45 CLIPPED)		61.960	311.760
1/4" A325T HOT DIPPED GALV. BOLT (FULL		0.640	5.760
NAL SPACER 11/16" HOLE 3/8" THICK		• 0.450	4.050
T DIPPED GALVANIZED NUT		0.120	1.080
NIZED LOCKWASHER (53-22230)		0.020	0.180
NIZED LOCKWASHER		0.030	1.080
F DIPPED GALVANIZED NUT		0.190	6.840
1/4" A-325T BOLT WITH FULL THREAD		0.420	15.120
3 MID 152 15/16"		49.650	297.900
3 UP 145 15/16"		47.370	284.220
" A-325 BOLT WITH 1-3/4" THREAD		1.380	24.840
IZED FLAT WASHER (F436)		0.140	2.520
IZED LOCKWASHER		0.080	1.440
PPED GALVANIZED NUT		0.430	7.740
	Total Wt	2631.16 lb (119	4.57kg]



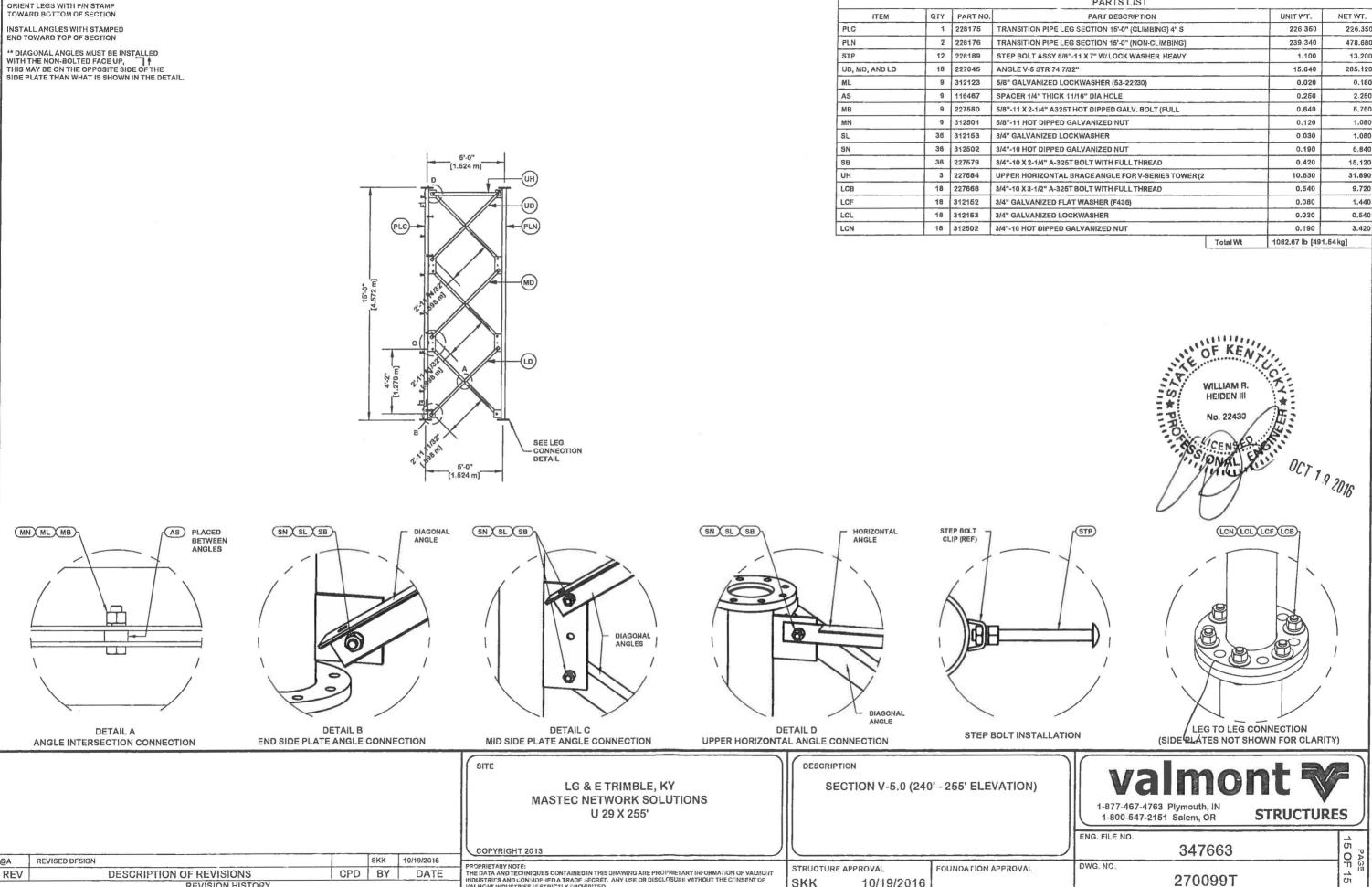
PARTS LIST			
PART DESCRIPTION	- Andrewski - Andrewski - A	UNIT WT.	NET WT.
ECTION 20'-0" (CLIMBING) 5" SCH. 40 V-SE		396,130	1188.39
ASSY 5/8"-11 X 7" W/ LOCK WASHER HEAVY		1.100	52.800
1 LOW 139 1/32" (W/45 CLIPPED)		37.350	224.100
1/4" A325T HOT DIPPED GALV. BOLT (FULL		0.640	5.760
NAL SPACER 11/16" HOLE 3/8" THICK		0.450	4.050
DIPPED GALVANIZED NUT		0.120	1.080
NIZED LOCKWASHER (53-22230)		0.020	0.180
NIZED LOCKWASHER		0.030	1.080
DIPPED GALVANIZED NUT		0.190	6.840
1/4" A-325T BOLT WITH FULL THREAD		0.420	15.120
1 MID 132 1/4"		35.520	213.120
1 UP 125 5/8"		33.740	202.440
1/2" A-325T BOLT WITH FULL THREAD		0.540	12.960
NIZED FLAT WASHER (F436)		0.080	1.920
NIZED LOCKWASHER		0.030	0.720
DIPPED GALVANIZED NUT		0.190	4.560
	Total Wt	1935.12 lb [878	.56kg]



PARTS LIS I			
PARTDESCRIPTION		UNIT WT.	NET WT.
ECTION 20'-0" (CLIMBING) 5" SCH. 40 V-SE		396.130	1188.390
ASSY 5/8"-11 X 7" W/ LOCK WASHER HEAVY		1.100	52.800
LOW 119 5/32" (W/45 CLIPPED)		31.470	188.820
1/4" A325T HOT DIPPED GALV. BOLT (FULL		0.640	5.760
NAL SPACER 11/16" HOLE 3/8" THICK		0.450	4.050
DIPPED GALVANIZED NUT		0.120	1.080
NIZED LOCKWASHER (53-22230)		0.020	0.180
NIZED LOCKWASHER		0.030	1.080
DIPPED GALVANIZED NUT		0.190	6.840
1/4" A-325T BOLT WITH FULL THREAD		0.420	15.120
MID 112 29/32"		30.330	181.980
UPPER 106 29/32"		28.720	172.320
/2" A-325T BOLT WITH FULL THREAD		0.540	12.960
NIZED FLAT WASHER (F436)		0.080	1.920
NIZED LOCKWASHER		0.030	0.720
DIPPED GALVANIZED NUT		0.190	4.560
	Total Wt	1838.58 lb (834	.73 kg]
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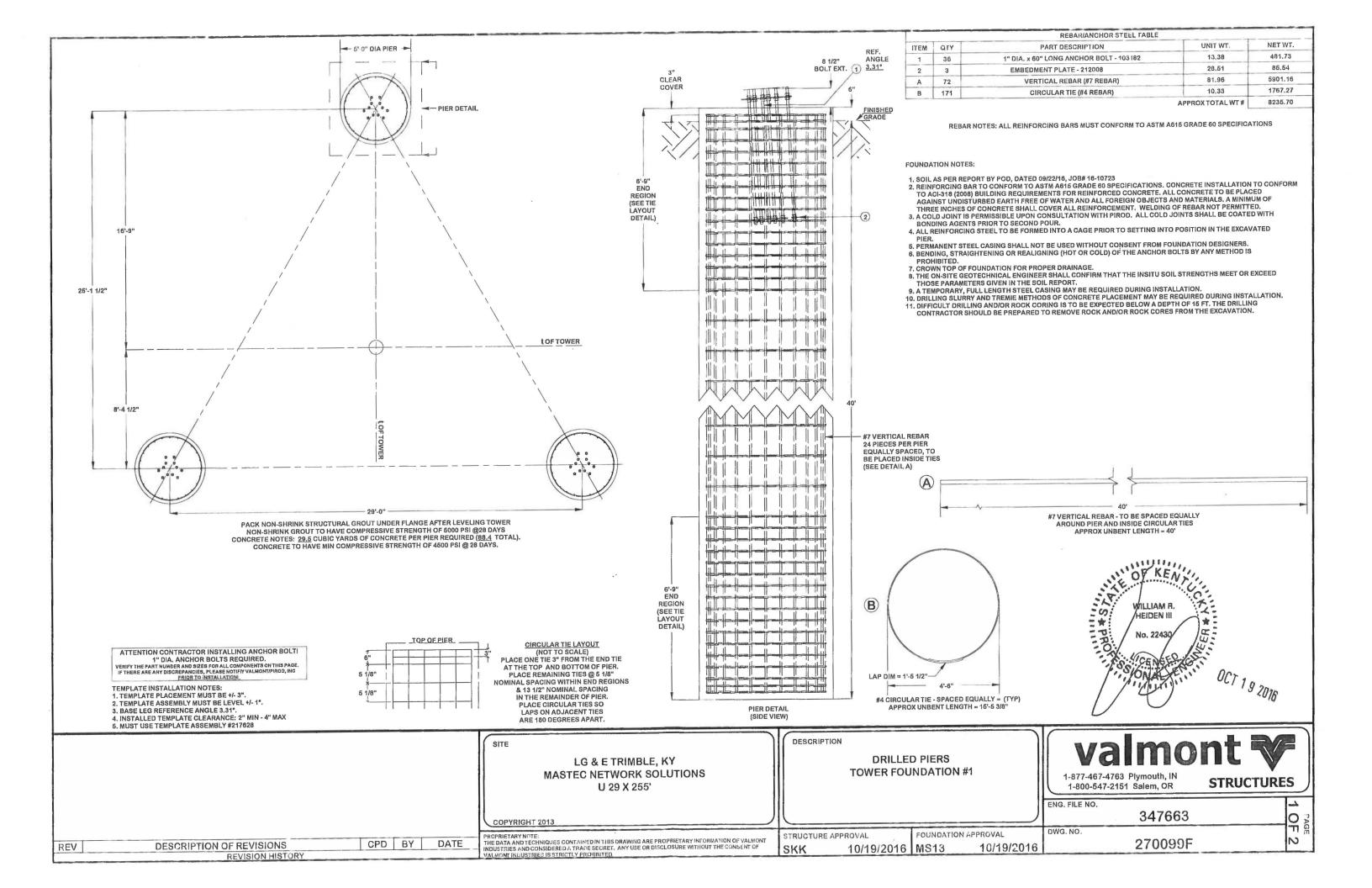


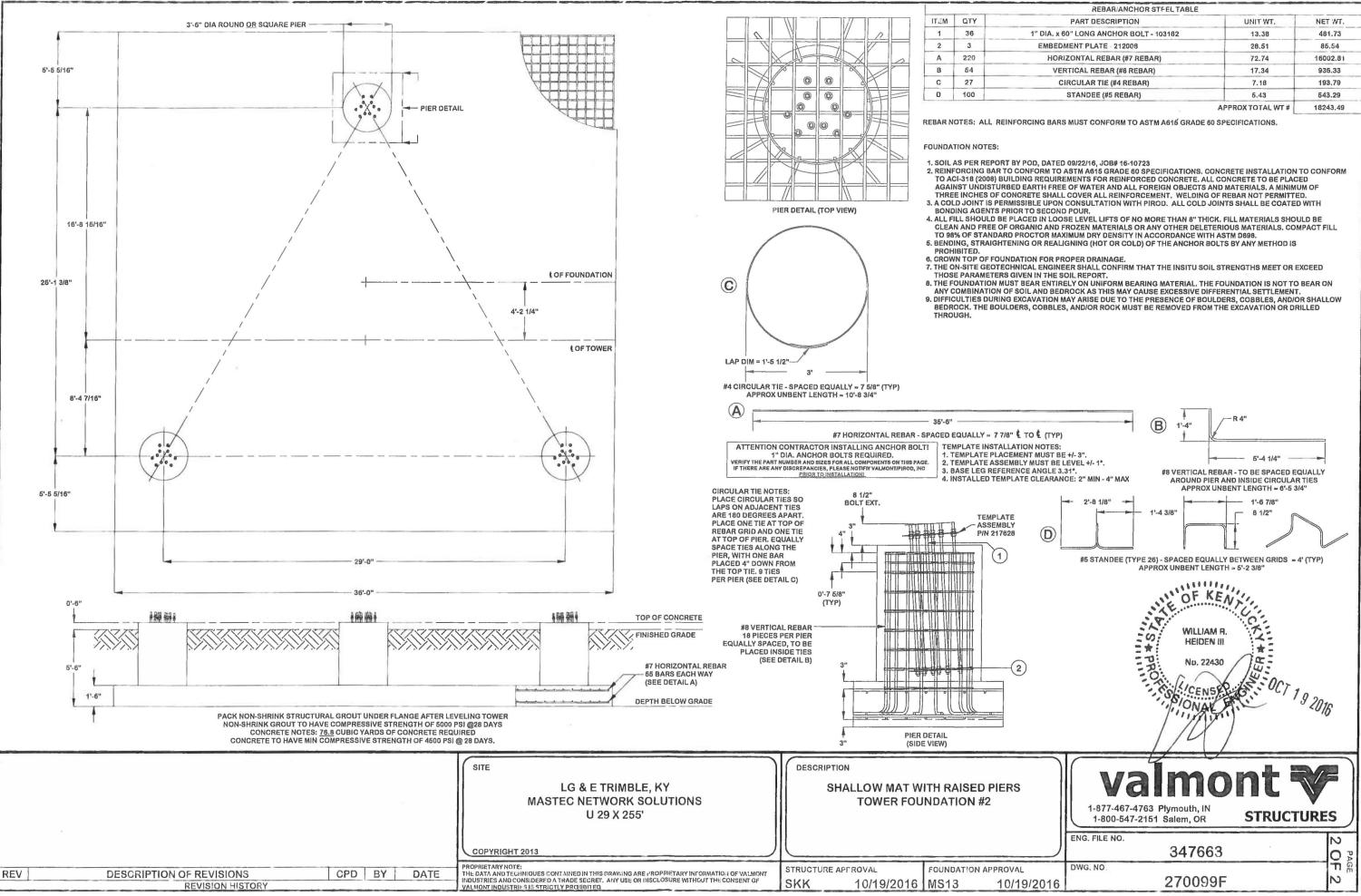
PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
CTION 20'-0" (CLIMBING) 5" SCH. 40 V-SE		389.610	389.610
CTION 20'-0" (NON-CLIMBING) 5" SCH. 40		386.250	772.500
ASSY 5/8"-11 X 7" W/ LOCK WASHER HEAVY		1.100	17.600
OW 101 3/16" (W/45 CLIPPED)		21.600	129.600
4" A325T HOT DIPPED GALV. BOLT (FULL		0.640	5.760
AL SPACER 11/16" HOLE 3/8" THICK		0.450	4.050
DIPPED GALVANIZED NUT		0.120	1.080
IZED LOCKWASHER (53-22230)		0.020	0,180
IZED LOCKWASHER		0.030	1.080
DIPPED GALVANIZED NUT		0.190	6.840
4" A-325T BOLT WITH FULL THREAD		0.420	15,120
ID 95 13/16"		20.460	122.760
P 90 27/32"		19.390	116.340
2" A-325T BOLT WITH FULL THREAD		0.540	12.960
IZED FLAT WASHER (F436)		0.080	1.920
IZED LOCKWASHER		0.030	0.720
DIPPED GALVANIZED NUT		0.190	4.560
	Total Wt	1602.68 lb [727.	.63 kg]



THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDE RED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED. SKK 10/19/2016 **REVISION HISTORY** 

PARTS LIST			
PART DESCRIPTION		UNIT WT.	NET WT.
N PIPE LEG SECTION 15'-0" (CLIMBING) 4" S		226.350	226.350
N PIPE LEG SECTION 15'-0" (NON-CLIMBING)		239.340	478.680
ASSY 5/8"-11 X 7" W/ LOCK WASHER HEAVY		1.100	13.200
STR 74 7/32"		15.840	285.120
NIZED LOCKWASHER (53-22230)		0.020	0.180
" THICK 11/16" DIA HOLE		0.250	2.250
1/4" A325T HOT DIPPED GALV. BOLT (FULL		0.640	5,760
DIPPED GALVANIZED NUT		0.120	1.080
NIZED LOCKWASHER		0.030	1.080
DIPPED GALVANIZED NUT		0.190	6.840
I/4" A-325T BOLT WITH FULL THREAD		0.420	15.120
IZONTAL BRACE ANGLE FOR V-SERIES TOWER (2		10.630	31.890
/2" A-325T BOLT WITH FULL THREAD		0.540	9.720
NIZED FLAT WASHER (F436)		0.080	1.440
NIZED LOCKWASHER		0.030	0,540
DIPPED GALVANIZED NUT		0.190	3.420
	Total Wt	1082.67 lb (491	.54 kg]
		1	101





REBAR/ANCHOR STFEL TABLE		
PART DESCRIPTION	UNIT WT.	NET WT.
1" DIA. x 60" LONG ANCHOR BOLT - 103182	13.38	481.73
EMBEDMENT PLATE - 212008	28.51	85.54
HORIZONTAL REBAR (#7 REBAR)	72.74	16002.81
VERTICAL REBAR (#8 REBAR)	17.34	936.33
CIRCULAR TIE (#4 REBAR)	7.18	193.79
STANDEE (#5 REBAR)	5.43	543.29
	18243,49	

EXHIBIT D COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST Navigation Reports

# **KY** Public Service Commission

# Master Utility Search

- Search for the utility of interest by using any single or Utility ID combination of criteria.
   Utility ID Name
- Address/City/Contact Utility Type

Status

▼ Active ▼

Search

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	44451184	Alitel Communications, LLC	Cellular	A	Basking Ridge	L
View	4107800	American Broadband and Telecommunications Company	Cellular	с	Toledo	он
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Norfolk	VA
View	4107400	Bandwidth.com, Inc.	Cellular	A	Raleigh	NC
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	ĽΝ
View	4108750	Blue Jay Wireless, LLC	Cellular	С	Addison	ТΧ
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	D	Hiawatha	IA
View	4105600	Budget PrePay, Inc. dba Budget Mobile	Cellular	A	Bossier City	LA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4110050	CampusTVs, Inc.	Cellular	D	Weston	MA
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	נמ
View,	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
		Consumer Cellular,				

 Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

		Utility Master Information Search				
View	4101900	Incorporated	Cellular	A	Portland	OR
View	4104900	Credit Union Wireless, LLC	Cellular	D	Salem	OR
View	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	Alpharetta	GA
View		CTC Communications Corp. d/b/a EarthLink Business I	Cellular	D	Grand Rapids	MI
View	10640 1	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
View		East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	КY
View		Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4119500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4105900	Flash Wireless, LLC	Cellular	D	Concord	NC
View		Flatel Wireless, Inc dba Zing PCS	Cellular		Royal Palm Bch	FL
View		France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	41043511	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
		Google North America Inc.	Cellular	D	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	СИ
View	4103100	i-Wireless, LLC	Cellular	A	Newport	KΥ
View		IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	С	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	IJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	А	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	КY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View		Lycamobile USA, Inc.	Cellular	D	Newark	U)
View	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	тх
View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	נא
View	4000800	Nextel West Corporation	Cellular	<u>ь</u>	Overland	кs

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Utility Master Information -- Search

	,	Utility Master Information Search				
View	4104500	Nexus Communications, Inc.	Cellular	D	Columbus	он
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	A	Overland Park	кs
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	ТΧ
View	4109450	Pix Wireless, LLC	Cellular	D	Boca Raton	FL
View	4110250	Plintron Technologies USA LLC	Cellular	С	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	ОН
View		Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View ·	4110350	Regional Strategic Partners LLC	Cellular	С	Buford	GA
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	נא
View	4108550	Sage Telecom Communications, LLC	Cellular	D	Dallas	тх
View	4119171	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4110000	Senior Tech, LLC d/b/a Snapfon	Cellular	D	Chattanooga	TN
View	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
View	4109100	Solavei, LLC	Cellular	С	Bellevue	WA
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	с	Neptune	נא
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	тх
	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular		Red Bluff	СА
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular		Carroliton	ТХ
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation dba Life Wireless	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Kansas City	MO
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	С	Jacksonville	FL
	4103900	Total Call Mobile, Inc.	Cellular	В	Gardena	CA
View			4	·   ·····	+ -	+

Utility Master Information -- Search

View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc.	Cellular	С	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
View	4200600	West Virginia PCS Alliance, L.C.	Cellular	A	Waynesboro	VA
View	4106500	WiMacTel, Inc.	Cellular	D	Omaha	NE
View	4110100	Windward Wireless LLC	Cellular	С	Suwanee	GA
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	КY

EXHIBIT E FAA

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Mail Processing Center Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Group 10101 Hillwood Parkway Fort Worth, TX 76177 Aeronautical Study No. 2016-ASO-20836-OE

Issued Date: 09/28/2016

John Monday (Judd Yarbrough) AT&T Mobility 3300 E. Renner Road b3132 Richardson, TX 75082

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

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

Structure:	Antenna Tower LG&E Trimble		
Location:	Bedford, KY		
Latitude:	38-32-51.33N NAD 83		
Longitude:	85-19-40.19W		
Heights:	862 feet site elevation (SE)		
	270 feet above ground level (AGL)		
	1132 feet above mean sea level (AMSL)		

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

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 L, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

At least 10 days prior to start of construction (7460-2, Part 1)

X\_\_\_\_ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 03/28/2018 unless:

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-ASO-20836-OE.

Signature Control No: 301242728-305966457 Angelique Eersteling Technician

(DNE)

Attachment(s) Frequency Data

cc: FCC

## Frequency Data for ASN 2010-ASU-20830-UE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	Ŵ
824	849	MHz	500	Ŵ
851	866	MHz	500	Ŵ
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

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EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN Governor 200 Mero Street 4th Floor Frankfort, KY 40622 www.transportation.ky.gov 502-782-4044

October 19, 2016

APPROVAL OF APPLICATION

APPLICANT: John Monday John Monday 3300 E. Renner Rd B3132 Richardson, TX 75082

SUBJECT: AS-112-LOU-2016-065

STRUCTURE:Antenna TowerLOCATION:Bedford, KYCOORDINATES:38° 32' 51.33" N / 85° 19' 40.19" WHEIGHT:270' AGL/1132'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 270'AGL/1132'AMSL Antenna Tower near Bedford, KY 38° 32' 51.33" N / 85° 19' 40.19" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.

Houlihan Administrator



An Equal Opportunity Employer M/F/D



**KENTUCKY AIRPORT ZONING COMMISSION** 

MATTHEW BEVIN Governor 200 Mero Street 4th Floor Frankfort, KY 40622 www.transportation.ky.gov 502-782-4044

# **CONSTRUCTION/ALTERATION STATUS REPORT**

October 19, 2016

AERONAUTICIAL STUDY NUMBER: AS-112-LOU-2016-065

John Monday John Monday 3300 E. Renner Rd B3132 Richardson, TX 75082

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on October 19, 2016. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 200 Mero Street 4th Floor Office of Audits, Frankfort, KY, 40622. 502-782-4044.

STRUCTURE:	Antenna Tower
LOCATION:	Bedford, KY
COORDINATES:	38° 32' 51.33" N / 85° 19' 40.19" W
HEIGHT:	270' AGL/1132'AMSL

## CONSTRUCTION/ALTERATION STATUS

- 1. The project ( ) is abandoned. ( ) is not abandoned.
- 2. Construction status is as follows: Structure reached its greatest height of \_\_\_\_\_\_ ft. AGL ft. AMSL on \_\_\_\_\_\_ (date).

Date construction was completed.	
Type of obstruction marking/painting.	
Type of obstruction lighting.	
As built coordinates.	
Miscellaneous Information.	
DATE	
SIGNATURE/TITLE	



An Equal Opportunity Employer M/F/D

-	Sec.
- All Contractions	Frank I
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## KENTUCKY TRANSPORTATION CABINET

TC 55-2 Rev. 06/2016 Page 2 of 2

## KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR	PERMIT TO CO	NSTRUCT OR AL	TER A STRUCTU	RE			
APPLICANT (name) John Monday	PHONE 855-699-7073	FAX 972-907-1131	KY AERONAUTICAL AS-112-LOU				
ADDRESS (street) 3300 E. Renner Road, B3132	CITY Richardson		STATE	ZIP 75082			
APPLICANT'S REPRESENTATIVE (name) Roy Johnson	PHONE 502-445-2475	FAX 502-222-4266		1			
ADDRESS (street) 3605 Mattingly Road	CITY Buckner		STATE ZIP KY 40010				
APPLICATION FOR X New Construct		Existing	WORK SCHEDULE Start End	TBD			
TYPE       Crane       Building         X Antenna Tower       Power Line       Water Tank         Landfill       Other         LATITUDE	Red Lights & Pa	IG/LIGHTING PREFEI int White- med dium intensity white	ium intensity 🗌 V	gh intensity white			
38 ° 32 ' 51.33 " NEAREST KENTUCKY	85° 19′ 4	0.19 " Y PUBLIC USE OR M	Other				
City Bedford County Trimble SITE ELEVATION (AMSL, feet) 862	64I Lee Bottom TOTAL STRUCTURE 270	HEIGHT (AGL, feet)	CURRENT (FAA ger 2016-ASO-20836-				
OVERALL HEIGHT (site elevation plus to 1132	tal structure height,	feet)	PREVIOUS (FAA ae				
DISTANCE (from nearest Kentucky public 7.4 NM	c use or Military airp	port to structure)	PREVIOUS (KY aero AS-112-LOU-2014	nautical study #) 4-073			
DIRECTION (from nearest Kentucky publics							
DESCRIPTION OF LOCATION (Attach US marked and any certified survey.) 1A a	GS 7.5 minute quadi nd Quad attached	rangle map or an airp	port layout drawing	with the precise site			
DESCRIPTION OF PROPOSAL AT&T proposes to construct a 255' cell tow	er with a 15' lightning	rod for an overall heig	ht of 270'.				
FAA Form 7460-1 (Has the "Notice of Co No X Yes, when? 8/9/2016	onstruction or Altera	tion" been filed with	the Federal Aviation	Administration?)			
<b>CERTIFICATION</b> (I hereby certify that all my knowledge and belief.) <b>PENALITIES</b> (Persons failing to comply w imprisonment as set forth in KRS 183.99	ith KRS 183.861 to 2	183.990 and 602 KAR	050 are liable for fil	nes and/or			
NAME TITLE Michelle Ward Sr. Real Estate M	signature	June whit	DATE 8/29/16				
COMMISSION ACTION	Chairperson		DATE 10-19	-16			

# EXHIBIT G GEOTECHNICAL REPORT

# **GEOTECHNICAL REPORT**

LG&E TRIMBLE (KYLSU1534) 38° 32' 51.33" N 88° 19' 40.19" W

80 Doe Ridge Rd, Bedford, KY 40006

Prepared For:



For:



Prepared By:



11490 Bluegrass Parkway | Louisville, Kentucky 40299 | 502.437.5252 POWER OF DESIGN GROUP, LLC



September 22, 2016

Mr. Kyle Ballard Mastec Network Solutions 1975 Joe B Jackson Hwy Murfreesboro, TN 37127

Re: Geotechnical Report – **PROPOSED SELF-SUPPORT TOWER** Site Name: **LG&E TRIMBLE (KYLSU1534)** Site Address: 80 Doe Ridge Road, Bedford, Trimble County, Kentucky Coordinates: N38° 32′ 51.33″, W85° 19′ 40.19″ POD Project No. 16-10723

Dear Mr. Ballard:

Attached is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower and equipment support foundations.

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, please contact our office.

Cordially,

Mark Patterson, P.E. Project Engineer License No.: KY 16300



Copies submitted:

(3) Mr. Kyle Ballard

# LETTER OF TRANSMITTAL

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BORING LOCATION PLAN BORING LOG SOIL SAMPLE CLASSIFICATION

## Geotechnical Report PROPOSED SELF-SUPPORT TOWER Site Name: LG&E TRIMBLE (KYLSU1534) 80 Doe Ridge Road, Bedford, Trimble County, Kentucky N38° 32' 51.33", W85' 19' 40.19"

#### 1. PURPOSE AND SCOPE

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by drilling three borings and to evaluate this data with respect to foundation concept and design for the proposed tower. Also included is an evaluation of the site with respect to potential construction problems and recommendations dealing with quality control during construction.

#### 2. PROJECT CHARACTERISTICS

AT&T is proposing to construct a self-support tower and either an equipment shelter, slab or platform at N38<sup>\*</sup> 32' 51.33", W85<sup>\*</sup> 19' 40.19", 80 Doe Ridge Road, Bedford, Trimble County, Kentucky. The site located in a farm field in the northeast corner of the intersection of US Hwy 42 and Doe Ridge. The proposed lease area will be 10,000 square feet and will have a new access running south to Doe Ridge Road. The proposed elevation at the tower location is about EL 862 and there is about 16 feet change in elevation across the proposed lease area. Surface water will run off to the east. The proposed tower location is shown on the Boring Location Plan in the Appendix.

#### 3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling three test borings near the base of the proposed tower. The Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general subsurface conditions disclosed by the test boring are discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the Middle Silurian age Laurel Dolomite. There is medium karst potential for the Laurel Dolomite but there were no sinkholes mapped within one-half mile of the site.

The borings encountered about 4 inches of topsoil at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low to medium plasticity to about 8.5 feet. The SPT N-values in the clay were between 9 and 25 blows per foot (bpf) generally indicating a medium to very stiff consistency. Highly weathered shale and dolomite were encountered from 8.5 feet to auger refusal depths between 11 and 15 feet. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

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The refusal material was cored in Boring 1 from 15 to 40 feet below the ground surface. Dolomite that was continuous, very hard, very slightly weathered and light tan to gray with trace shale, vuggy and quartz in the first 10 feet was encountered. The recoveries of the rock cores were 88 to 100 percent and the RQD values were 88 and 100 percent. These values generally represent excellent quality rock from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated the boring to be dry. It must be noted, however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary, but will fluctuate seasonally.

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 2013 Kentucky Building Code, the site class is considered "B". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

#### 4. FOUNDATION DESIGN RECOMMENDATIONS

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain us to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

We recommend that the geotechnical engineer be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

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#### 4.1. Proposed Tower

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a common mat foundation.

#### 4.1.1. Drilled Piers

The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The all values provided are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 40 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0 -3	3-9	9 - 15	15 - 40
Ultimate Bearing Pressure (psf)		9,700	27,650	110,500
C Undrained Shear Strength, psf	500	1750	5,000	20,000
Ø Angle of Internal Friction degrees	0	0	0	0
Total Unit Weight, pcf	120	120	120	135
Soil Modulus Parameter k, pci	30	150	500	2000
Passive Soil Pressure, psf/one foot of depth		1200 + 40(D-3)	1665 + 40(D-6)	13,000 + 45(D-11)
Side Friction, psf	100	200	500	1000

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated.

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

#### 4.1.2. Mat Foundation

The tower could be supported on a common mat foundation bearing on the clay at least 3 feet in depth can be designed using a ultimate bearing pressure of 9,700 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.30 may be used between the concrete and the clay soil. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

It is important that the mat be designed with an adequate factor of safety with regard to overturning under the maximum design wind load.

#### 4.2. Equipment Platform

An equipment platform may be supported on shallow piers bearing in the natural clay and designed for a net allowable soil pressure of 3,000 pounds per square foot. The piers should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

#### 4.3. Equipment Slab

A concrete slab supporting the equipment must be supported on at least 6-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 6 in. of granular material is placed below the slab, a modulus of subgrade reaction (k) of 150 lbs/cu.in. can be used for design of the slab. All existing topsoil or soft natural soil should be removed beneath crushed stone layer.

#### 4.4. Equipment Building

If an equipment building support on a slab is chosen in place of the equipment platform, it may be supported on shallow spread footings bearing in the natural clay soil and designed for a net allowable soil pressure of 2,500 pounds per square foot.

The footings should be at least ten inches wide. If the footings bear on soil they should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

The floor slab for the new equipment building can be supported on firm natural soils or on new compacted structural fill. Existing fill may be left in place below the slab if the owner can accept the possibility of greater than normal settlement and cracking. This risk can be reduced if the underlying subgrade is properly proof-rolled and any unstable areas disclosed by the proof-roll are improved as necessary.

Floor slabs must be supported on at least 4-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 4 in. of granular material is placed below the slab, a modulus of subgrade reaction (k30) of 110 lbs/cu.in. can be used for design of the floor slabs.

#### 4.5. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the tower and platform or shelter and not allowed to pond. It is recommended that all foundation concrete be placed the same day the excavation is made.

At the time of this investigation, groundwater was not encountered. Therefore, no special provisions regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be pumped with sumps.

## 5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

#### 5.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- Section 2.1 Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- Make provisions for ground water removal from the drilled shaft excavation. While groundwater was not encountered during the soil drilling, some significant seepage may be encountered. The drilled pier contractor should have pumps on hand to remove water from the drilled pier.
- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion in the drilled shaft.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

## 5.2 Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to insure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils.

#### 5.3 Construction Dewatering

At the time of this investigation, groundwater was not encountered. Therefore, no special provisions regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be pumped with sumps.

If groundwater is encountered in the drilled pier excavations, it may be difficult to dewater since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the tremie method.

#### 6 FIELD INVESTIGATION

Three soil test boring was drilled near the base of the proposed tower. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in all test borings. The borings encountered auger refusal from about 11 to 15 feet. A rock core of the refusal material was taken in Boring 1 from 15 to 40 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring log is included in the Appendix along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The log present visual descriptions of the soil strata encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

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#### 7 WARRANTY AND LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. POD Group is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the log. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

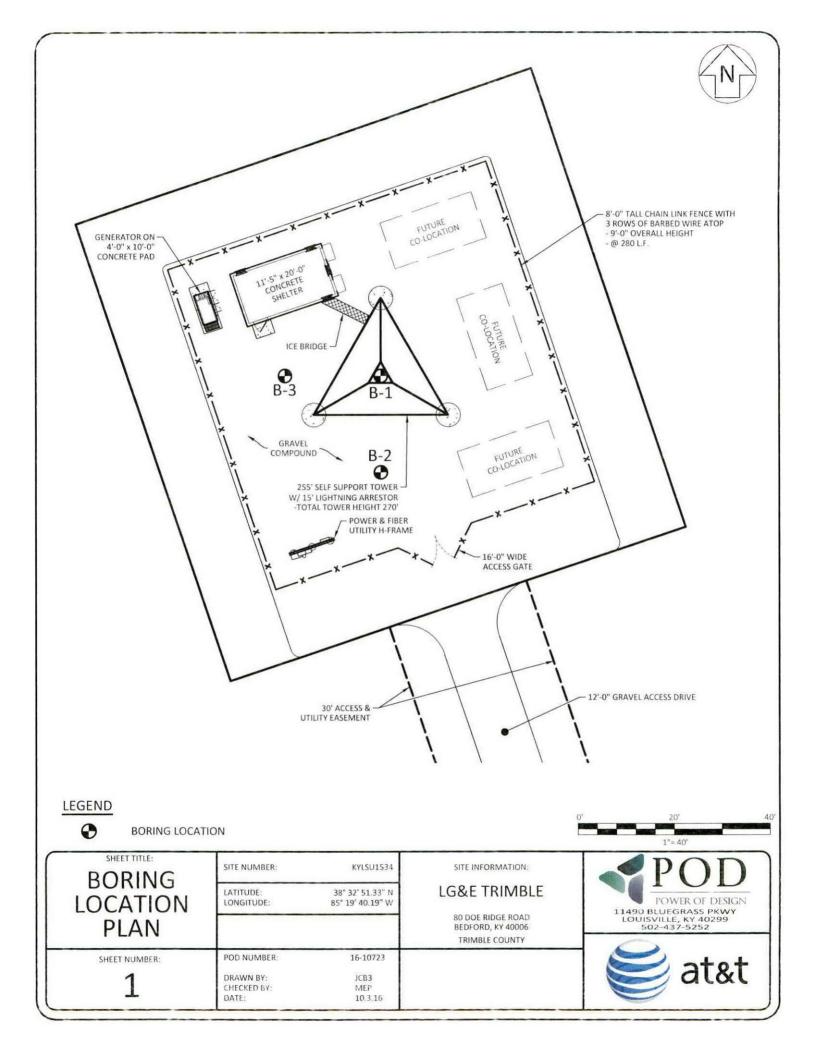
# APPENDIX

BORING LOCATION PLAN BORING LOG SOIL SAMPLE CLASSIFICATION

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		P	PO DWER OF						B	ori	ing	Log	Ş			ng: B-		
P	Proje			Trimble							City,	Sta	te	Л	Bedfo	rd, KY		
lethod	1:		H.S.A.	Boring Date:		2-Sep	-16				Locat	ion: P	ropose	d Lease Area				
nside I				Drill Rig Type:			CN	IE S	55				ype: A					
			at completio		Abou	t 4 inc	has	fto	neoil	mae e	Weat	12	at the g	cound er	Irfage	<u> </u>		
riller:	HOO	sier L	rilling	Note.	Abou	it 4 me	1		pson	was c		1				T	1	
	rom (ft)	To (ft)	Mate	erial Description		Sample Depth (ft)	Sample Type		Blows per 6-inch	1000	Recovery (in)	SPT-N value	Rock Quality (RQD.%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive	
-	0.4	8.5		) - medium stiff, slightly moist, n with black nodes			SS											
		3.5	- brown-light gray			1-2.5	SS	4.	4,	5	16	9,						
						3 1/2		4,	5,	5	12	10,						
		6.0		ht gray with trace shale		6-7.5	SS	4,	12,	13	12	25,						
-	8.5	13.5	highly wea	thered dolomitic SHALE		8.5	SS	9,	12,	16	10	28,						
1	13.5	15.0	highly w	eathered DOLOMITE		13.5	SS	9,	5,	50	6	55						
<u>्</u> 1	15.0	40.0	weathered, con	- very hard, very slightly tinuous, light tan to gray with igy and quartz in first 10 feet.			RC				114		92%					
							RC				106		88%					
							RC				60		100%					
			- String I	erminated at 40.0 feet														

P P	VO WER OF I	Design					в	ori	ing I	Log				ng: B-2	
Project:		Trimble							City,	Stat	te	L	Bedfo	rd, KY	
ethod:	H.S.A.	Boring Date:		2-Sep	-16				Locati	ion: P	ropose	d Lease	Area		
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oundwater: DRY			Abou	t 4 inc	heed	fto	nsoil		Weath		t the gr	ound er	urface		
iller: Hoosier D	rilling	Note.	Abou	it 4 mc.	-		pson	wast		1		ound st	,	T	
From To (ft) (ft)	Mate	rial Description		Sample Depth (ft)	Sample Type		Blows per 6-inch increment		Recovery (in)	SPT-N value	Rock Quality (RQD.%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive
0.4 8.5	SILTY CLAY (C	L) - stiff, brown with black nodes			SS	22									
3.5	- trace chert fragm			1-2.5	SS	3.	5,	8	18	13,					
1 Charles				3 1/2	SS	5,	7,	7	18	14,					
				6-7.5	SS	6,	10,	10	6	20,					
8.5 12.5	highly weathered,	bluish gray dolomitic SHALE		8.5	55	10.	12,	50	10	62,					

		Design					в	or	ing ]	Log	5			ng: B-3	
Project:		Trimble				L			City,	Stat	te		Bedfo	rd, KY	_
hod:	H.S.A.	Boring Date:		2-Sep	-16				Locati	on: P	ropose	d Lease	Area		
de Diameter: 3	3 1/4"	Drill Rig Type:			CN	IE 5	55		-		ype: A	uto			
undwater: DR			Ahou	t 4 inc	hee	ofto	nsoil	WOR	Weath		t the m	cound as	1.26000		
ller: Hoosier I		Note.		it 4 me	1		pson	was		r		ounu si	1	[	0
From To (ft) (ft)	Mate	erial Description		Sample Depth (ft)	Sample Type		Blows per 6-inch	Increment	Recovery (in)	SPT-N value	Rock Quality (RQD.%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive
0.4 8.5	SILTY CLAY (	CL) - stiff, brown-light gray mottled			0.0										
3.5	- verv stiff, brown	, trace chert fragments		1-2.5	SS SS	4,	5,	6	16	11.					
				3 1/2		6.	8.	9	18	17.					
				6-7.5	SS	7,	8,	4	16	12,					
8.5 11.0	highly weathered	bluish gray dolomitic SHALE		8.5	SS	10,	50,		10	50,					

# SOIL SAMPLE CLASSIFICATION

	GRAINED SOILS	F	INE GRAINED SC		DADT	PARTICLE SIZE				
(SAND	S & GRAVELS)		(SILTS & CLAY		PARI					
NI	Polative Density	A.	Consistent	Qu, KSF						
N	Relative Density	N	Consistency	Estimated	Boulders	Greater than 300 mm (12 in)				
0-4	Very Loose	0-1	Very Soft	0-0.5	Cobbles	75 mm to 300 mm (3 to 12 in)				
5-10	Loose	2-4	Soft	0.5-1	Gravel	4.74 mm to 75 mm (3/16 to 3 in				
11-20	ALCONOMY ACCOUNT AND A ALCONOMY		Firm	1-2	Coarse Sand					
21-30			Stiff	2-4	Medium Sand	2. · · · · · · · · · · · · · · · · · · ·				
31-50 Over 50	Dense Very Dense	16-30 Over 31	Very Stiff Hard	4-8 8+	Fine Sand Silts & Clays	0.075 mm to 0.425 mm Less than 0.075 mm				
ain relative dens ) lb. hammer fall	sity and consistency information.	A standa either be c	rd 1.4-inch I.D./2- of a trip, free-fall do and designate the	inch O.D. split- esign, or actuat N-value defined	barrel sampler is ed by a rope and	nple for examination and testing and s driven three 6-inch increments wit d cathead. The blow counts required bles.				
			ROCK PROPE	NIL O	DOOLUUT	DUEGO				
	QUALITY DESIGNATION (RQD	))	Very Hard:	Rock can be	ROCK HAR	DNESS y hammer blows.				
Percent RQD	Quality		Hard:		is and the state	y nammer blows. umb pressure, but can be broken by				
0-25	Very Poor		haru.		mmer blows.	umo pressure, but can be broken by				
25-50	Poor		Moderately			off along sharp edges by considerab				
50-75	Fair		Hard:	anona a seperator a	Contraction of the second s	broken with light hammer blows.				
75-90	Good		Soft:			very easily with thumb pressure at ith firm hand pressure.				
90-100	Excellent		Very Soft:			compresses when touched; can be				
00100	Exociterit			hard to very						
	Length of Rock Core Recov Length of Core Run m of 4 in. and longer Rock Piece	~	N 43	3 REC Q 3 RQD	Core Diameter BQ NQ HQ	Inches 1-7/16 1-7/8 2-1/2				
	Length of Core Run	~	N 43 2 <u>d</u> X100	Q 3 RQD	BQ NQ	1-7/16 1-7/8				
	Length of Core Run m of 4 in. and longer Rock Piece Length of Core Run	s Recovere	At X100 SYMBOL	Q 3 RQD	BQ NQ	1-7/16 1-7/8 2-1/2				
rcovery = RQD = <u>Su</u>	Length of Core Run m of 4 in. and longer Rock Piece	s Recovere	At X100 SYMBOL	Q 3 RQD	BQ NQ HQ	1-7/16 1-7/8				
	Length of Core Run m of 4 in. and longer Rock Piece Length of Core Run KEY TO MATE	s Recovere	Ni 42 42 SYMBOL	Q 3 RQD S	BQ NQ HQ N: S	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS				
RQD = <u>Su</u>	Length of Core Run m of 4 in. and longer Rock Piece Length of Core Run KEY TO MATE SOILS	s Recovere	SYMBOL ES ROCK	Q 3 RQD S	BQ NQ HQ N: S M: 1	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS Standard Penetration, BPF				
	Length of Core Run m of 4 in. and longer Rock Piece Length of Core Run KEY TO MATE	s Recovere	SYMBOL ES ROCK	Q 3 RQD S	BQ NQ HQ N: S M: M LL: I	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS Standard Penetration, BPF Moisture Content, % Liquid Limit, %				
RQD = <u>Su</u> Group	Length of Core Run m of 4 in. and longer Rock Piece Length of Core Run KEY TO MATE SOILS	RIAL TYPE	SYMBOL SS Symbols Typic	Q 3 RQD S	BQ NQ HQ N: S M: T LL: I PI: F	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS Standard Penetration, BPF Moisture Content, % Liquid Limit, % Plasticity Index, %				
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# EXHIBIT H DIRECTIONS TO WCF SITE

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Driving Directions to Proposed Tower Site:

- 1. Beginning at the Trimble County Clerk's Office, located at 30 Highway 42 East, Bedford, KY, head south on Highway 42.
- 2. Travel approximately 3.7 miles on Highway 42.
- 3. Turn left onto Doe Ridge Road. The site is on the left at 80 Doe Ridge Road.
- 4. The site coordinates are
  - a. 38 deg 32 min 51.33 sec N
  - b. 85 deg 19 min 40.19 sec W



Prepared by: Aaron L. Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369 Telephone: 502-955-4400 or 800-516-4293 EXHIBIT I COPY OF REAL ESTATE AGREEMENT

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Market: Louisville Cell Site Number: <u>KYLSU1534</u> Cell Site Name: <u>LG&E Trimble</u> Fixed Asset Number: 10153692

### 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 Barney A. Egerton and Vicki Egerton, a husband and wife, having a mailing address of 80 Doe Ridge Road, Bedford, KY 40006 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 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 80 Doe Ridge Road, Bedford Kentucky, in the County of Trimble, 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.

During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, (b) surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. 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 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 one (1) year (the Initial Option Term") upon written 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 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. Tenant may use the Premises for the transmission and reception of <u>PERMITTED</u> USE. 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 agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by 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. <u>TERM.</u>

(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 ("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. <u>RENT.</u>

(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 to the set of t

(b) In year one (1) of each Extension Term, the monthly Rent will increase by 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. <u>APPROVALS.</u>

(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 15 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, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

## 7. 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

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.

# 8. <u>INTERFERENCE.</u>

(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.

# 9. 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.

# 10. WARRANTIES.

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

(b) Landlord represents, 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.

## 11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (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 11(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 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 indemnify Landlord from, and to assume all duties, responsibilities and indemnify the extent arising from subsurface or other 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 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) 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.

12. <u>ACCESS</u>. 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 shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. 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 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, the per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. <u>REMOVAL/RESTORATION.</u> 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 or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

# 14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto 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. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(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. 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.

# 15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) nonpayment 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 12 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 8 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.

16. <u>ASSIGNMENT/SUBLEASE</u>. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. <u>NOTICES.</u> 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 # KYLSU1534; Cell Site Name: <u>LG&amp;E Trimble, KY</u> Fixed Asset No.: 10153692 575 Morosgo Drive NE, 13-F West Tower Atlanta, GA 30324
With a copy to:	
• •	New Cingular Wireless PCS, LLC
	Attn: Legal Department
	Re: Cell Site # KYLSU1534; Cell Site Name: LG&E Trimble, KY
	Fixed Asset No.: 10153692
	208 S. Akard Street
	Dallas, TX 75202-4206
The convicent to th	Danas, 1X 75202-4200

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

If to Landlord:	Mr. and Mrs. Barney Egerton
	80 Doe Ridge Road
	Bedford, KY 40006

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

18. <u>CONDEMNATION.</u> 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.

19. 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.

20. <u>WAIVER OF LANDLORD'S LIENS.</u> 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.

# 21. <u>TAXES</u>.

(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 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, 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 addresses 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 # KYLSU1534; Cell Site Name: LG&E Trimble, KY Fixed Asset No: 10153692 575 Morosgo Drive NE, 13-F West Tower Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

# 22. <u>SALE OF PROPERTY</u>

(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 sell, subdivide 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.

23. **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.

# 24. 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 24b**. 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.

(1) **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 AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]

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

### "LANDLORD"

Barney A. and Vicki Egerton

By:

Print Name: Ba hey A Its: Co-Owner Date:

Bv: /

Print Name: <u>Vicki Egerton</u> Its: <u>Co-Owner</u> Date: <u>4-16-14</u>

### LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF TRIMBLE

On the <u>day</u> of <u>day</u>, 2014 before me, personally appeared Barney A. Egerton, who acknowledged under oath, that he is the person named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

anna in Notary Public: Robert H. CRAmmer My Commission Expires: 1-15,2018

Notary Number: <u>502</u>

STATE OF KENTUCKY

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COUNTY OF TRIMBLE

On

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2014 before me, personally appeared \_, who acknowledged under oath, that she is the

person named in the within instrument, and that she executed the same in her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: <u>Robert H- Catminut</u> My Commission Expires: <u>1-13-2018</u> Notary Number: <u>502619</u>

"TENANT"
New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager
By:
Print Name: Terry R. Kilgore
Its: Area Manager - Construction & Engineering
Date:

#### TENANT ACKNOWLEDGMENT

STATE OF GEORGIA

) ) ss: )

COUNTY OF FULTON

On the 51 day of 2014, before me personally appeared Terry R. Kilgore, and acknowledged under oath that he is the Area Manager-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: DAPHNE ROBERTSON My Commission Expires: 0

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#### **DESCRIPTION OF PREMISES**

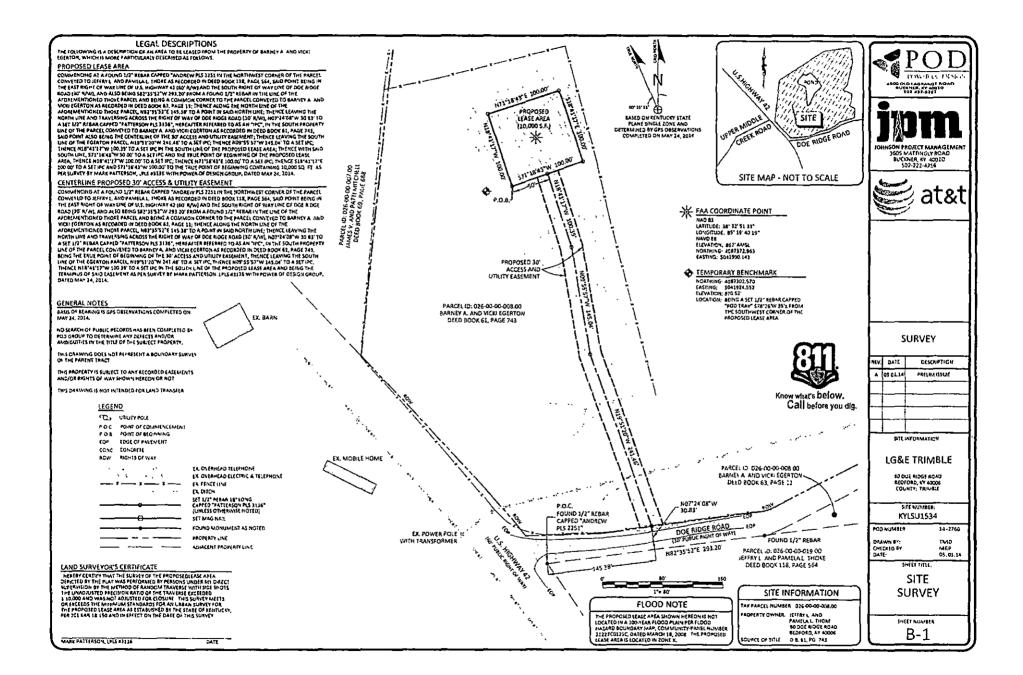
#### Page 1 of 2

to the Option and Lease Agreement dated  $\underline{\gamma\gamma\gamma}$ , 2014, by and between Barney A. Egerton and Vicki Egerton, a husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows in the Trimble County Clerk's Office in Deed Book 61, Page 743.

Lying and being in Trimble County, Kentucky on the east side of U. S. Highway 42 and approximately four miles from the City of Bedford and more particularly described as follows:

BEGINNING at a point in the centerline of U. S. Highway 42 and corner to the lands of Joe Perkinson and Lena Perkinson; thence North 09 degrees 24 minutes 10 seconds East 677.22 feet; thence North 59 degrees 12 minutes 42 seconds East 796.01 feet; thence North 67 degrees 41 minutes 10 seconds East 23.05 feet; thence North 84 degrees 36 minutes 18 seconds East 393.52 feet; thence South 05 degrees 23 minutes 42 seconds East 230.00 feet; thence South 15 degrees 43 minutes 46 seconds West 366.07 feet; thence South 40 degrees 11 minutes 58 seconds West 102.83 feet; thence South 72 degrees 41 minutes 09 seconds East 146.08 feet; thence South 10 degrees 47 minutes 22 seconds West 148.08 feet; thence South 41 degrees 55 minutes 12 seconds West 39.22 feet; thence South 55 degrees 54 minutes 04 seconds East 107.65 feet; thence South 06 degrees 44 minutes 47 seconds West 142.67 feet; thence South 85 degrees 10 minutes 38 seconds West 56.93 feet; thence South 55 degrees 18 minutes 41 seconds West 187.96 feet; thence South 80 degrees 37 minutes 01 seconds West 169.66 feet; thence South 66 degrees 14 minutes 40 seconds West 135.22 feet; thence South 85 degrees 43 minutes 40 seconds West 229,38 feet; thence North 88 degrees 44 minutes 08 seconds West 129.63 feet to a point in the centerline of U.S. Highway 42, corner to the lands of Robert Thoke; thence with the centerline of U. S. Highway 42 North 36 degrees 39 minutes 28 seconds West 65.67 feet; thence North 39 degrees 45 minutes 19 seconds West 245.91 feet to the point of beginning, containing 27.9506 Acres, more or less, but this being a sale of metes and bounds and not by the acreage.



# ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

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# STANDARD ACCESS LETTER

# [FOLLOWS ON NEXT PAGE]

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# [Landlord Letterhead]

# DATE

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Building Staff / Security Staff Landlord, Lessee, Licensee Street Address City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

#### **MEMORANDUM OF LEASE**

<u>Prepared by:</u> <u>Bob Crammer</u> <u>Johnson Project Management</u> <u>3605 Mattingly Road</u> <u>Buckner, KY 40010</u>

Return to: New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration 575 Morosgo Drive NE 13-F West Tower Atlanta, GA 30324

Re: Cell Site #<u>KYLSU1534;</u> Cell Site Name: <u>LG&E Trimble, KY</u> Fixed Asset # 10153692 State: Kentucky County: Trimble

#### MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 5th day of 101, 2014, by and between Barney A. Egerton and Vicki Egerton, a husband and wife, having a mailing address of 80 Doe Ridge Road, Bedford, KY 40006 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

- Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the <u>Strangeneration</u>, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
- 2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
- 3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

#### "LANDLORD"

Barney A. Egerton and Vicki Egerton B

gerton Its: Date:

By: Tueli Eguston

Print Name: <u>Vicki Egerton</u> Its: <u>Co-Owner</u> Date: <u>4</u>-14-14

#### LANDLORD ACKNOWLEDGMENT

) ) ss:

) ss:

STATE OF KENTUCKY

COUNTY OF TRIMBLE

On the <u>b</u> day of <u>c</u> day of <u>c</u>

Notary Public: Robert H. CRAMMER My Commission Expires: 1-15-2018 Notary Number: 502

STATE OF KENTUCKY

COUNTY OF TRIMBLE

On the day of <u>April</u>, 2014 before me, personally appeared Vicki Egerton, who acknowledged under oath, that she is the person named in the within instrument, and that she executed the same in her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

Notary Public: Robert H. CRAMM. My Commission Expires: 1-15-2018

Notary Number: \_\_\_\_\_502619

#### "TENANT"

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

By: Print Name: Terry R. Kilgore Its: Area Manager-Construction & Engineering

Date: 5-5-14

#### **TENANT ACKNOWLEDGMENT**

) ) ss:

)

STATE OF GEORGIA

COUNTY OF FULTON

On the <u>5</u><u>h</u> day of <u>0069</u>, 2014, before me personally appeared Terry R. Kilgore, and acknowledged under oath that he is the Area Manager-Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: DAPHNE ROBE RTSON My Commission Expires:



#### **DESCRIPTION OF PREMISES**

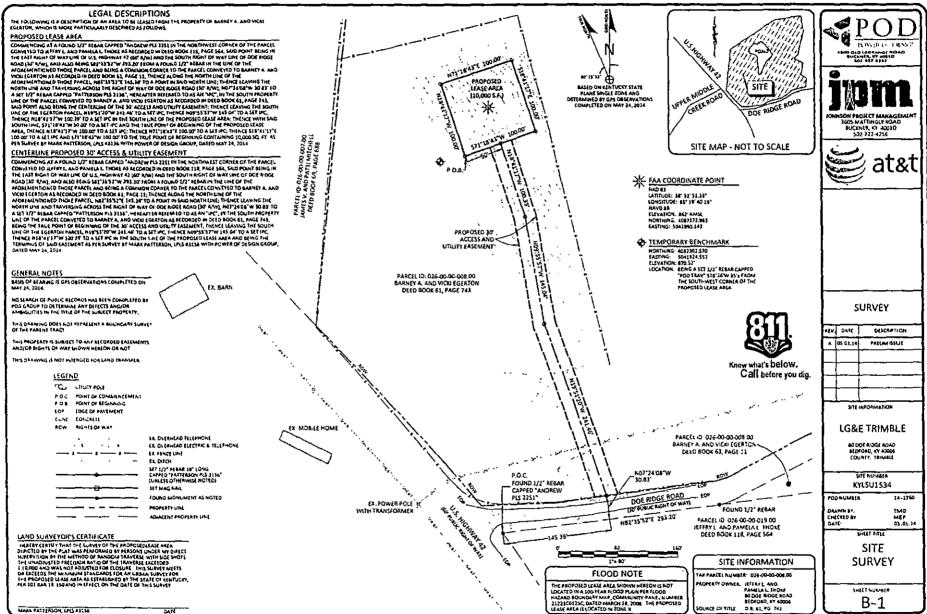
Page 1 of 2

to the Memorandum of Lease dated  $\underline{5}$ , 2014, by and between Barney S. Egerton and Vicki Egerton, a husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows in the Trimble County Clerk's Office in Deed Book 61, Page 743.

Lying and being in Trimble County, Kentucky on the east side of U. S. Highway 42 and approximately four miles from the City of Bedford and more particularly described as follows:

BEGINNING at a point in the centerline of U.S. Highway 42 and corner to the lands of Joe Perkinson and Lena Perkinson; thence North 09 degrees 24 minutes 10 seconds East 677.22 feet; thence North 59 degrees 12 minutes 42 seconds East 796.01 feet; thence North 67 degrees 41 minutes 10 seconds East 23.05 feet; thence North 84 degrees 36 minutes 18 seconds East 393.52 feet; thence South 05 degrees 23 minutes 42 seconds East 230.00 feet; thence South 15 degrees 43 minutes 46 seconds West 366.07 feet; thence South 40 degrees 11 minutes 58 seconds West 102.83 feet; thence South 72 degrees 41 minutes 09 seconds East 146.08 feet; thence South 10 degrees 47 minutes 22 seconds West 148.08 feet; thence South 41 degrees 55 minutes 12 seconds West 39.22 feet; thence South 55 degrees 54 minutes 04 seconds East 107.65 feet; thence South 06 degrees 44 minutes 47 seconds West 142.67 feet; thence South 85 degrees 10 minutes 38 seconds West 56.93 feet; thence South 55 degrees 18 minutes 41 seconds West 187.96 feet; thence South 80 degrees 37 minutes 01 seconds West 169.66 feet; thence South 66 degrees 14 minutes 40 seconds West 135.22 feet; thence South 85 degrees 43 minutes 40 seconds West 229.38 feet; thence North 88 degrees 44 minutes 08 seconds West 129,63 feet to a point in the centerline of U. S. Highway 42, corner to the lands of Robert Thoke; thence with the centerline of U. S. Highway 42 North 36 degrees 39 minutes 28 seconds West 65.67 feet; thence North 39 degrees 45 minutes 19 seconds West 245.91 feet to the point of beginning, containing 27.9506 Acres, more or less, but this being a sale of metes and bounds and not by the acreage.



## FIRST AMENDMENT TO OPTION LEASEAGREEMENT

THIS FIRST AMENDMENT TO OPTION LEASE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below, is by and between Barney A. Egerton and Vicki Egerton, having a mailing address of 80 Doe Ridge Road, Bedford, KY 40006 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

WHEREAS, Landlord and Tenant entered into an Option Lease Agreement dated May 5, 2014 whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 80 Doe Ridge Road, Bedford, Kentucky, in the County of Trimble, State of Kentucky ("Agreement"); and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### 1.

The Renewal Option Term as stated in the Agreement will expire on May 4, 2016. Landlord and Tenant mutually agree to an additional twelve (12) month Renewal Option Term starting May 05, 2016. In consideration of Landlord granting Tenant this additional Option, Tenant agrees to pay Landlord the sum of the su

2. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

"LANDLORD"

Anna By: Name. Barney A. Egerton Title: Owner

Date: 4 -29-16 By: Jul

Name: Vicki)Egerton Title: Owner Date: <u>4.29-16</u>

## "TENANT"

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

By:

Name: Russell Barakat Title: Area Mgr. Const. and Eng. Date: \_\_\_\_\_5/9/12\_\_\_\_\_

#### TENANT ACKNOWLEDGEMENT

COUNTY OF <u>Sefferson</u>) )ss:

On the  $\underline{9^{+4}}_{----}$  day of  $\underline{May}_{---}$ , 2016 before me personally appeared Russell Barakat and acknowledged under oath that he is the Area Manager of Construction and Engineering of AT&T Mobility Company, manager of New Cingular Wireless PCS, LLC, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of New Cingular Wireless PCS, LLC.

Notary Public: <u>Sonya Mirhelle Scale</u> My Commission Expires: <u>7-22-19</u>

LANDLORD ACKNOWLEDGEMENT

STATE OF ) ss: Irimt COUNTY OF

BE IT REMEMBERED, that on this 29 day of 400, 2016 before me, the subscriber, a person authorized to take oaths in the State of <u>Kentuc Ky</u>, personally appeared <u>Parney A. Eacyton</u> who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is he person named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary appand deed for the purposes therein contained.

Notary Public: My Commission Expires:

STATE OF Kentucky ) ss:

BE IT REMEMBERED, that on this 29 day of 400, 2016 before me, the subscriber, a person authorized to take oaths in the State of <u>Kentucky</u>, personally appeared <u>Vicki Edection</u> who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is he person named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes therein contained.

Notary Public:\_

My Commission Expires:

12-2010 2010 Form Amendment

## SECOND AMENDMENT TO OPTION ANDLEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION LEASE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between Barney A. Egerton and Vicki Egerton, a married couple, having a mailing address of 80 Doe Ridge Road, Bedford, KY 40006 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morsogo Drive, NE, Atlanta, GA 30324 ("Tenant").

WHEREAS, Landlord and Tenant entered into an Option And Lease Agreement dated May 5, 2014, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 80 Doe Ridge Road, Bedford, Kentucky ("Agreement"); and

WHEREAS, Landlord and Tenant entered into a First Amendment dated May 9, 2016, whereby Landlord agreed to additional Renewal Option Terms; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Removal/Restoration**. Section 13 of the Option and Lease Agreement dated May 5, 2014 will be deleted and replaced in its entirety with the paragraph below:

13. <u>REMOVAL/RESTORATION.</u> 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 or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. However, to the extent required by law, Tenant will remove the above-ground portions of the Communications Facility within such one hundred twenty (120) day period. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

2. Notices. Section 17 If to Tenant of the Option And Lease Agreement dated May 5, 2014 is hereby deleted in its entirety and replaced with the following:

If to Tenant:	New Cingular Wireless PCS, LLC
	By: AT&T Mobility Corporation,
	Attn: Network Real Estate Administration
	Re: Cell Site #:LG&E Trimble, Cell Site Name: KYLSU1534(KY)
	FA No:10153692
	575 Morosgo Drive, NE
	Atlanta, GA 30324

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGES]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

"LANDLORD"

By: Jamey Egenton Name Barney & Egenton

Title: Owner Date: 10-18-16

By: Juli Cunton Name: Vicki Egerton

Title: Owner Date:  $\chi_0 = \chi_2 + \chi_2$ 

#### LANDLORD ACKNOWLEDGEMENT

### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF KENTLICKY ) ) ss: COUNTY OF THIN ILE

BE IT REMEMBERED, that on this 18 day of 0.4 c. 16, 2016 before me, the subscriber, a person authorized to take oaths in the State of <u>Kernlucky</u>, personally appeared Barney A. Egerton who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that hc/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: <u>Prilling</u>, <u>Dicken</u> My Commission Expires: <u>C1/2c/2c19</u> JD#518794-

STATE OF KENTUCKY )ss:

BE IT REMEMBERED, that on this  $\frac{18}{Ke_{i}t_{i}t_{i}c_{k}c_{j}}$  day of  $\frac{OCtOLer}{CLCC}$ , 2016 before me, the subscriber, a person authorized to take oaths in the State of  $\frac{18}{Ke_{i}t_{i}t_{i}c_{k}c_{j}}$ , personally appeared Vickie Egerton who, being duly sworn on his/her/their oath. deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: J BIHARD DICKON My Commission Expires: <u>C9/21/2119</u> JUIT 518 194-

"TENANT" New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation lts: Manager · · mll By: Name: Russell Barakat Title: Area Manager Construction & Engineering Date: 10/21/10

### TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA ) ) ss: COUNTY OF JEFFERSON )

On the  $21^{5^{1}}$  day of 0ctober, 2016, before me personally appeared Russell Barakat, and acknowledged under oath that he is the Area Manager Construction & Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Grantee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

DOLGAMACLA Scale Notary Public: <u>Sonya Hichelle Scale</u> My Commission Expires: <u>7-22-19</u>

# EXHIBIT J NOTIFICATION LISTING

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## LG&E Landowner Notice List

Barney A. & Vicki L. Egerton 80 Doe Ridge Rd Bedford, KY 40006

Carlie & Rosalind Walling 71 Upper Middle Creek Rd Bedford, KY 40006

Cory Turner 4006 HWY 42 W Bedford, KY 40006

Ruth Turner 4210 Hwy 42 W Bedford, KY 40006

James V. Mitchell Jr. & Patti Mitchell 4307 Hwy 42 W Bedford, KY 40006

Dennis L. Tauscher 4639 Southcrest Dr. Louisville, KY 40215

Jeffrey W. & Amy M. Bell 228 Doe Ridge Rd. Bedford, KY 40006

Morton D & Glennis Marye 205 Doe Ridge Rd Bedford, KY 40006

Jeffry L. & Pamela L. Thoke 4461 Hwy 42 W Bedford, KY 40006

# EXHIBIT K COPY OF PROPERTY OWNER NOTIFICATION

Υ.



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

# Notice of Proposed Construction of Wireless Communications Facility Site Name: LG&E Trimble

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 80 Doe Ridge Road, Bedford, Kentucky 40006 (38° 32' 51.33" North latitude, 85° 19' 40.19" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Trimble County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2016-00372 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely, David A. Pike Attorney for Applicants

enclosure

Driving Directions to Proposed Tower Site:

- 1. Beginning at the Trimble County Clerk's Office, located at 30 Highway 42 East, Bedford, KY, head south on Highway 42.
- 2. Travel approximately 3.7 miles on Highway 42.
- 3. Turn left onto Doe Ridge Road. The site is on the left at 80 Doe Ridge Road.
- 4. The site coordinates are
  - a. 38 deg 32 min 51.33 sec N
  - b. 85 deg 19 min 40.19 sec W



Prepared by: Aaron L. Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369 Telephone: 502-955-4400 or 800-516-4293

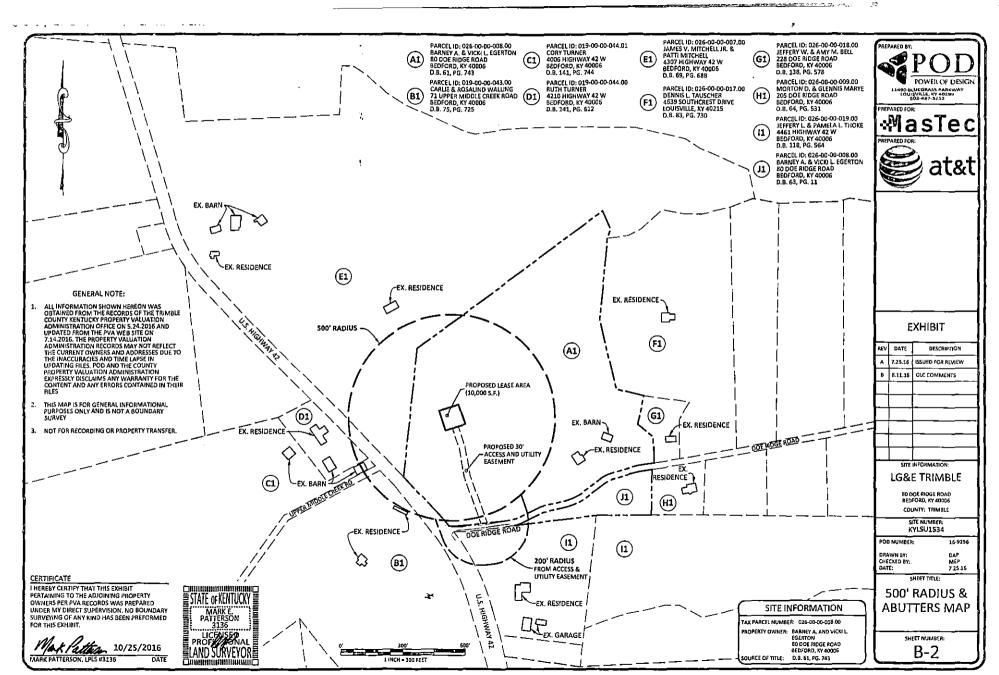


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE .

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

## VIA CERTIFIED MAIL

Hon. Jerry L. Powell Trimble County Judge Executive P.O. Box 251 Bedford, KY 40006

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2016-00372 Site Name: LG&E Trimble

Dear Judge Powell:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 80 Doe Ridge Road, Bedford, Kentucky 40006 (38° 32' 51.33" North latitude, 85° 19' 40.19" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2016-00372 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us with any comments or questions you may have.

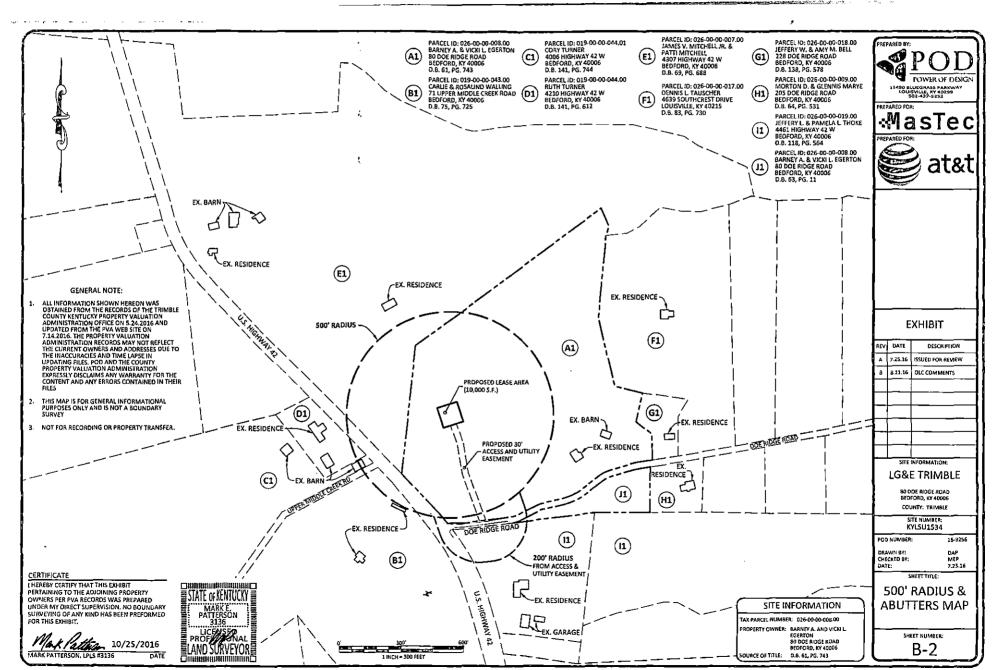
Sincerely,

David A. Pike Attorney for Applicants enclosures Driving Directions to Proposed Tower Site:

- 1. Beginning at the Trimble County Clerk's Office, located at 30 Highway 42 East, Bedford, KY, head south on Highway 42.
- 2. Travel approximately 3.7 miles on Highway 42.
- 3. Turn left onto Doe Ridge Road. The site is on the left at 80 Doe Ridge Road.
- 4. The site coordinates are
  - a. 38 deg 32 min 51.33 sec N
  - b. 85 deg 19 min 40.19 sec W



Prepared by: Aaron L. Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369 Telephone: 502-955-4400 or 800-516-4293



# EXHIBIT M COPY OF POSTED NOTICES

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# SITE NAME: LG&E Trimble NOTICE SIGNS

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

New Cingular Wireless PCS, LLC d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2016-00372 in your correspondence.

New Cingular Wireless PCS, LLC d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165 (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2016-00372 in your correspondence.

## VIA TELEFAX: 502-255-7797

Trimble Banner Attn: Deborah Garrett 322 Main St. Bedford, KY 40006

> RE: Legal Notice Advertisement Site Name: LG&E Trimble

Dear Ms. Garrett:

Please publish the following legal notice advertisement in the next edition of *The Trimble Banner*.

## NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 80 Doe Ridge Road, Bedford, KY 40006 (38°32'51.33" North latitude, 85°19'40.19" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2016-00372 in any correspondence sent in connection with this matter.

After this advertisement has been published, please forward a tearsheet copy, affidavit of publication, and invoice to Pike Legal Group, PLLC, P. O. Box 369, Shepherdsville, KY 40165. Please call me at (800) 516-4293 if you have any questions. Thank you for your assistance.

Sincerely,

Aaron L. Roof Pike Legal Group, PLLC EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



LG&E Trimble Search Area