RECEIVED

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

SEP 08 2017

In the Matter of:

PUBLIC SERVICE COMMISSION

THE APPLICATION OF	
NEW CINGULAR WIRELESS PCS, LLC,)
A DELAWARE LIMITED LIABILITY COMPANY,	
D/B/A AT&T MOBILITY)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	CASE NO.: 2017-00331
CONVENIENCE AND NECESSITY TO CONSTRUCT	
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF BUTLER)

SITE NAME: ROSE HONEY

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 27 Hub Phelps Road, Morgantown, KY (37 °09'04.86" North latitude, 86 °43'06.53" 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 William Scott Coleman and Salena Coleman pursuant to a Deed recorded at Deed Book 199, Page 112 in the office of the Butler 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 application for a Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.
- 12. A copy of the application for 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 Don Murdock and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **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 filling 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 rural

residential with large parcels. 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. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved

areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

- 26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.
- 27. 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

Pavid a Pelse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telefax:

Telephone: (502) 955-4400 (502) 543-4410

Email: dpike@pikelegal.com

Attorney for New Cingular Wireless PCS, LLC

d/b/a AT&T Mobility

LIST OF EXHIBITS

Α FCC License Documentation

В Site Development Plan:

> 500' Vicinity Map Legal Descriptions Flood Plain Certification

Site Plan

Vertical Tower Profile

С Tower and Foundation Design

Competing Utilities, Corporations, or Persons List D

F FAA

F Kentucky Airport Zoning Commission

G Geotechnical Report

Directions to WCF Site Н

1 Copy of Real Estate Agreement

J **Notification Listing**

Κ Copy of Property Owner Notification

Copy of County Judge/Executive Notice L

M Copy of Posted Notices

Copy of Radio Frequency Design Search Area Ν

EXHIBIT A FCC LICENSE DOCUMENTATION

ULS License

Cellular License - KNKN748 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign KNKN748 Radio Service CL - Cellular

Status Active Auth Type Regular

Market

Market CMA445 - Kentucky 3 - Meade Channel Block A
Submarket 0 Phase 2

Dates

Grant 08/30/2011 Expiration 10/01/2021

Effective 06/13/2017 Cancellation

Five Year Buildout Date

01/06/1997

Control Points

1 1650 Lyndon Farms Court, LOUISVILLE, KY

P: (502)329-4700

Licensee

FRN 0003291192 Type Limited Liability Company

Licensee

 NEW CINGULAR WIRELESS PCS, LLC
 P:(855)699-7073

 208 S Akard St., RM 1016
 F:(214)746-6410

 Dallas, TX 75202
 E:FCCMW@att.com

ATTN Leslie Wilson

Contact

AT&T MOBILITY LLC P:(202)457-2055
MICHAEL P GOGGIN F:(202)457-3073
1120 20TH STREET, NW, SUITE 1000 E:MG7268@ATT.COM

WASHINGTON, DC 20036 ATTN MICHAEL P. GOGGIN

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

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

Basic Qualifications

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

Demographics

Race

Ethnicity Gender

ULS License

PCS Broadband License - KNLG909 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign

KNLG909

Radio Service

CW - PCS Broadband

Status

Active

Auth Type

Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP)

bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market

BTA052 - Bowling Green-Glasgow, Channel Block

F

Submarket

ΚY 0

Associated Frequencies

001895.00000000

(MHz)

001970.00000000-001975,00000000

001890.00000000-

Dates Grant

07/25/2017

Expiration

08/21/2027

Effective

07/25/2017

Cancellation

Buildout Deadlines

1st

08/21/2002

2nd

Notification Dates

1st

10/05/2001

2nd

FRN

0003291192

Type

Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC

208 S Akard St., RM 1016

Dallas, TX 75202 ATTN Leslie Wilson P:(855)699-7073

F:(214)746-6410

E:FCCMW@att.com

Contact

AT&T MOBILITY LLC

Michael P Goggin

1120 20th Street, NW - Suite 1000

ATTN FCC Group

P:(202)457-2055

F:(202)457-3073 E:michael.p.goggin@att.com

Washington, DC 20036

Ownership and Qualifications

Radio Service Type

Mobile

Regulatory Status Common Carrier Interconnected

Yes

http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=10278&printable

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

PCS Broadband License - WPOI255 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign

WPOI255

Radio Service

CW - PCS Broadband

Status

Active

Auth Type

Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP)

bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market

MTA026 - Louisville-Lexington-

Channel Block

Α

Submarket

19

Evansvill

Associated Frequencies

(MHz)

001865.00000000 001930.00000000-

001850.00000000-

001930.00000000

Dates

Grant

05/27/2015

Expiration

06/23/2025

Effective

06/14/2017

Cancellation

Buildout Deadlines

1st

06/23/2000

2nd

06/23/2005

Notification Dates

1st

07/07/2000

2nd

02/17/2005

Licensee

FRN

0003291192

Type

Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC

208 S Akard St., RM 1016

Dallas, TX 75202 ATTN Leslie Wilson P:(855)699-7073

F:(214)746-6410 E:FCCMW@att.com

Contact

AT&T MOBILITY LLC Michael P Goggin

1120 20th Street, NW - Suite 1000

Washington, DC 20036 ATTN FCC Group P:(202)457-2055 F:(202)457-3073

E:michael.p.goggin@att.com

Ownership and Qualifications

Radio Service Type Regulatory Status Mobile

Common Carrier

Interconnected

Yes

http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=193011&printable

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics	
Race	
Ethnicity	Gender

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGD546 - New Cingular Wireless PCS, LLC

Call Sign

WQGD546

Radio Service

AW - AWS (1710-1755 MHz and

2110-2155 MHz)

Status

Active

Auth Type

Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP)

bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market

CMA445 - Kentucky 3 - Meade

Channel Block

k A

Submarket

0

Associated Frequencies (MHz) 001710.00000000 001720.00000000 002110.00000000

002120.00000000

Dates

Grant

12/18/2006

Expiration

12/18/2021

Effective

06/14/2017

Cancellation

Buildout Deadlines

1st

2nd

Notification Dates

1st

2nd

Licensee

FRN

0003291192

Туре

Limited Liability Company

Licensee

New Cingular Wireless PCS, LLC 208 S Akard St., RM 1016

Dallas, TX 75202 ATTN Leslie Wilson P:(855)699-7073 F:(214)746-6410

E:FCCMW@att.com

Contact

AT&T Mobility LLC

P:(202)457-2055 F:(202)457-3073

1120 20th Street, NW - Suite 1000

Washington, DC 20036 ATTN Michael P. Goggin E:michael.p.goggin@att.com

Ownership and Qualifications

Radio Service Type Regulatory Status Fixed, Mobile Non-Common

Interconnected

No

http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=2867691&printable

Carrier

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGD758 - New Cingular Wireless PCS, LLC

Call Sign

WQGD758

Radio Service

AW - AWS (1710-1755 MHz and

2110-2155 MHz)

Status

Active

Auth Type

Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP)

bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market

BEA071 - Nashville, TN-KY

Channel Block

C

Submarket

Associated Frequencies (MHz)

001730.000000000-001735.00000000 002130.00000000-

002135.00000000

Dates

Grant

12/18/2006

Expiration Cancellation 12/18/2021

Effective

06/14/2017

Buildout Deadlines

1st

2nd

Notification Dates

1st

2nd

FRN

0003291192

Type

Limited Liability Company

Licensee

New Cingular Wireless PCS, LLC

208 S Akard St., RM 1016 Dallas, TX 75202

ATTN Leslie Wilson

P:(855)699-7073 F:(214)746-6410

E:FCCMW@att.com

Contact

AT&T Mobility LLC

P:(202)457-2055

F:(202)457-3073

1120 20th Street, NW - Suite 1000

Washington, DC 20036 ATTN Michael P. Goggin E:michael.p.goggin@att.com

Radio Service Type

Mobile

Regulatory Status

Common Carrier

Interconnected

Yes

http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=2867903&printable

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

EXHIBIT B

SITE DEVELOPMENT PLAN:

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





SITE NAME:

ROSE HONEY

SITE NUMBER:

KYL03672

0.1 MILES

2.7 MILES

3.2 MILES

0.1 MILES

PROPOSED RAW LAND SITE WITH NEW 255' SELF-SUPPORT TOWER AND INSTALLATION OF AN 80" x 80" WALK-IN EQUIPMENT CABINET & DIESEL GENERATOR ON PLATFORMS

SITE VICINITY MAP SCALE: NONE

DRIVE DIRECTIONS

FROM BUTLER COUNTY CLERK, 110 N MAIN ST, MORGANTOWN, KY 42261:

DEPART KY-2161 / N MAIN ST TOWARD E G L SMITH ST KEEP STRAIGHT ONTO US-231 / KY-403 / KY-79 / S MAIN ST TURN RIGHT ONTO KY-79 / RUSSELLVILLE ROAD

SCOPE OF WORK:

CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.

SITE WORK: NEW SELF-SUPPORT TOWER, UNMANNED EQUIPMENT CABINET

TURN RIGHT ONTO HUB PHELPS ROAD

ARRIVE AT SITE, ON THE LEFT, IN FIELD

PROJECT INFORMATION

COUNTY:

SITE ADDRESS: 27 HUB PHELPS ROAD.

APPLICANT:

MORGANTOWN, KY 42261

NEW CINGULAR WIRELESS, PCS, LLC,

LOUISVILLE, KY 40203

A DELAWARE LIMITED LIABILITY COMPANY D/B/A AT&T MOBILITY 601 WEST CHESTNUT STREET

LATITUDE: 37*09'04.86' LONGITUDE: 86*43'06.53"

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE

SHEET INDEX

TITLE SHEET & PROJECT INFORMATION

B-1 B-1.1 B-1.2 B-1.3 B-2 SITE SURVEY SITE SURVEY SITE SURVEY SITE SURVEY

FIRE DEPARTMENT MORGANTOWN FIRE DEPARTMENT PHONE: (270)- 526-3722

POLICE DEPARTMENT **BUTLER COUNTY SHERIFF**

PHONE: (270)-526-3676

ELECTRIC COMPANY WARREN RECC PHONE: (270)-526-3384

TELEPHONE COMPANY

PHONE: 1-(800)-288-2020

500' RADIUS AND ABUTTER MAP

ENLARGED COMPOUND LAYOUT

TOWER ELEVATION



⊹MasTec





EN PERMIT: 3594

ZONING DRAWINGS

	טא	AVVIIVGS
REV	DATE	DESCRIPTION
Α	5.22.17	PRELIM REVIEW
В	6.24.17	PLG COMMENTS
0	6.27.17	ISSUED AS FINAL
1	8.28.17	TOWER DESIGN

SITE INFORMATION:

ROSE HONEY

27 HUB PHELPS ROAD MORGANTOWN, KY 42261

BUTLER COUNTY

SITE NUMBER: KYL03672

KDP

5.22.17

POD NUMBER: 17-12764

DRAWN BY CHECKED BY:

SHEET TITLE:

TITLE SHEET & PROJECT **INFORMATION**

SHEET NUMBER:

T-1

BUILDING CODES AND STANDARDS

CONTACT INFORMATION

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST **EDITION OF THE FOLLOWING STANDARDS:**

AMERICAN CONCRETE INSTITUTE 318

AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION

TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222 STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER

AND SUPPORTING STRUCTURES TIA-601 COMMERCIAL BUILDING GROUNDING AND BONDING

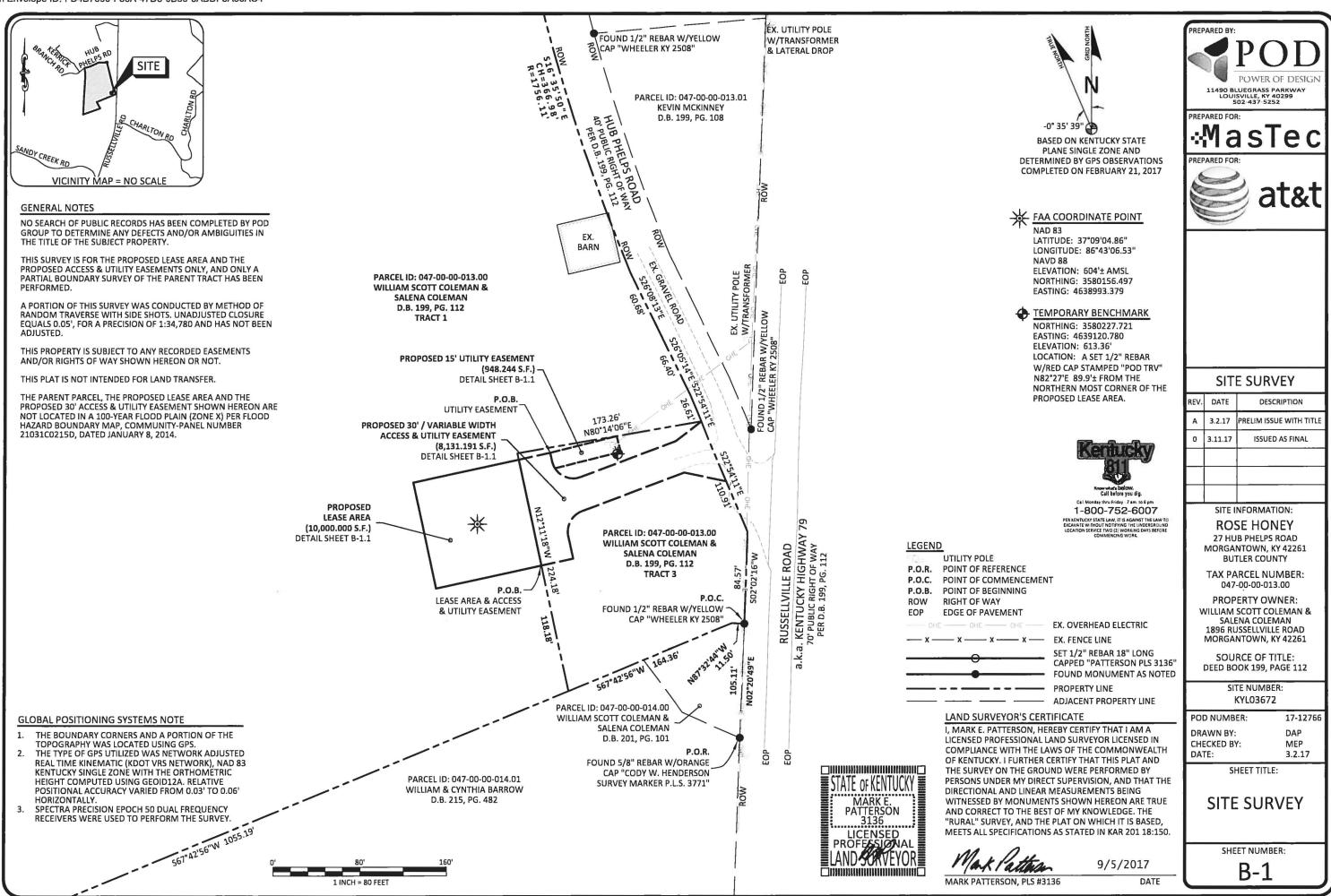
REQUIREMENTS FOR TELECOMMUNICATIONS INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS

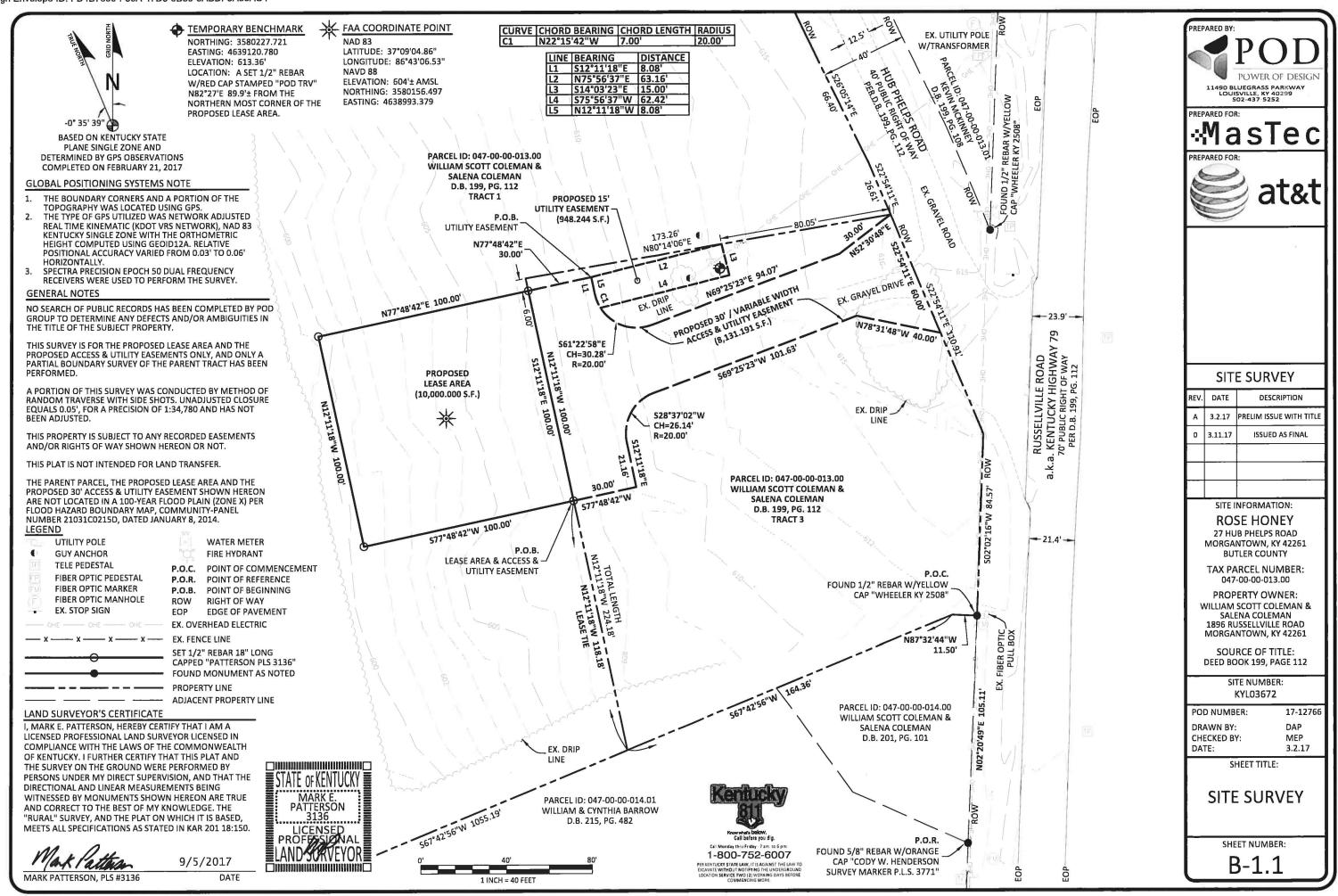
IEEE-81, IEEE 1100, IEEE C62.41

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

2014 KBC 2014 NEC

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES 1-800-752-6007 AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT





LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 199, PAGE 112 (TRACT 1), PARCEL ID: 047-00-00-013.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON FEBRUARY 21, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A YELLOW CAP STAMPED "WHEELER KY 2508" IN THE WEST THE RIGHT OF WAY LINE OF RUSSELLVILLE ROAD (KENTUCKY HIGHWAY 79), BEING THE COMMON BOUNDARY CORNER TO THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 199, PAGE 112 (TRACT 3), PARCEL ID: 047-00-00-013.00 AND BOUNDARY CORNER TO THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 201, PAGE 101, PARCEL ID: 047-00-00-014.00, FOR REFERENCE, SAID REBAR IS N02"20'49"E 105.11' FROM A FOUND 5/8" REBAR WITH ORANGE CAP STAMPED "CODY W. HENDERSON SURVEY MARKER P.L.S. 3771" IN THE WEST RIGHT OF WAY LINE OF RUSSELLVILE ROAD, CORNER TO SAID COLEMAN, D.B. 201, PG. 101 AND CORNER TO THE PROPERTY CONVEYED TO WILLIAM & CYNTHIA BARROW AS RECORDED IN DEED BOOK 215, PAGE 482; THENCE WITH THE COMMON BOUNDARY LINE OF SAID COLEMAN N87"32'44"W 11.50'; THENCE S67"42'56"W 164.36' TO THE NORTH LINE OF SAID BARROW PROPERTY AND BOUNDARY CORNER TO COLEMAN, DEED BOOK 199, PAGE 112 (TRACTS 1 AND 3); THENCE LEAVING SAID COMMON BOUNDARY CORNER OF TRACT 1 AND TRACT 3 OF COLEMAN AFOREMENTIONED, ALONG THE COMMON BOUNDARY LINE OF COLEMAN (TRACTS 1 AND 3), N12"11'18"W 118.18' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF COLEMAN (TRACT 1), S77"48'42"W 100.00' TO A SET IPC; THENCE N12"11'18"W 100.00' TO A SET IPC; THENCE N77"48'42"E 100.00' TO A SET IPC IN COLEMAN'S LINE (TRACTS 1 AND 3); ALONG THE COMMON BOUNDARY LINE OF COLEMAN (TRACT 5) AND 5), S12"11'18"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED FEBRUARY 21, 2017.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 199, PAGE 112 (TRACT 3), PARCEL ID: 047-00-00-013.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON FEBRUARY 21, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A YELLOW CAP STAMPED "WHEELER KY 2508" IN THE WEST THE RIGHT OF WAY LINE OF RUSSELLVILLE ROAD (KENTUCKY HIGHWAY 79), BEING THE COMMON BOUNDARY CORNER TO THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 199, PAGE 112 (TRACT 3), PARCEL ID: 047-00-00-013.00 AND BOUNDARY CORNER TO THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 201, PAGE 101, PARCEL ID: 047-00-00-014.00, FOR REFERENCE, SAID REBAR IS N02*20'49"E 105.11' FROM A FOUND 5/8" REBAR WITH ORANGE CAP STAMPED "CODY W. HENDERSON SURVEY MARKER P.L.S. 3771" IN THE WEST RIGHT OF WAY LINE OF RUSSELLVILE ROAD, CORNER TO SAID COLEMAN, D.B. 201, PG. 101 AND CORNER TO THE PROPERTY CONVEYED TO WILLIAM & CYNTHIA BARROW AS RECORDED IN DEED BOOK 215, PAGE 482; THENCE WITH THE COMMON BOUNDARY LINE OF SAID COLEMAN N87*32'44"W 11.50'; THENCE \$67*42'56"W 164.36' TO THE NORTH LINE OF SAID BARROW PROPERTY AND BOUNDARY CORNER TO COLEMAN, DEED BOOK 199, PAGE 112 (TRACTS 1 AND 3); THENCE LEAVING SAID COMMON BOUNDARY CORNER OF TRACT 1 AND TRACT 3 OF COLEMAN AFOREMENTIONED, ALONG THE COMMON BOUNDARY LINE OF COLEMAN (TRACTS 1 AND 3), N12*11'18"W 118.18' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID LEASE AREA, N12*11'18"W 100.00' TO A SET IPC; THENCE LEAVING SAID LEASE AREA AND THE LINE OF COLEMAN (TRACTS 1 AND 3), TRAVERSING THE LEATH OF WAY LINE OF COLEMAN (TRACTS 1 AND 3), TRAVERSING THE LEATH OF WAY LINE OF HUB PHELPS ROAD PER DEED BOOK 199, PAGE 112, AND BEING THE COMMON BOUNDARY CORNER OF COLEMAN (TRACT 1 AND 3) AFOREMENTIONED; THENCE WITH THE WEST RIGHT OF WAY LINE OF HUB PHELPS ROAD PER DEED BOOK 199, PAGE 112, AND BEING THE COMMON BOUNDARY CORNER OF COLEMAN (TRACT 1 AND 3) AFOREMENTIONED; THENCE WITH THE WEST RIGHT OF WAY LINE OF HUB PHELPS ROAD PER DEED BOOK 199, PAGE 112, AND BEING THE COMMON BOUNDARY CORNER

PROPOSED 15' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 15' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 199, PAGE 112 (TRACT 3), PARCEL ID: 047-00-00-013.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON FEBRUARY 21, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A YELLOW CAP STAMPED "WHEELER KY 2508" IN THE WEST THE RIGHT OF WAY LINE OF RUSSELLVILLE ROAD (KENTUCKY HIGHWAY 79), BEING THE COMMON BOUNDARY CORNER TO THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 199, PAGE 112 (TRACT 3), PARCEL ID: 047-00-00-013.00 AND BOUNDARY CORNER TO THE PROPERTY CONVEYED TO WILLIAM SCOTT COLEMAN & SALENA COLEMAN AS RECORDED DEED BOOK 201, PAGE 101, PARCEL ID: 047-00-00-014.00, FOR REFERENCE, SAID REBAR IS N02°20'49"E 105.11' FROM A FOUND 5/8" REBAR WITH ORANGE CAP STAMPED "CODY W. HENDERSON SURVEY MARKER P.L.S. 3771" IN THE WEST RIGHT OF WAY LINE OF RUSSELLVILE ROAD, CORNER TO SAID COLEMAN, D.B. 201, PG. 101 AND CORNER TO THE PROPERTY CONVEYED TO WILLIAM & CYNTHIA BARROW AS RECORDED IN DEED BOOK 215, PAGE 482; THENCE WITH THE COMMON BOUNDARY LINE OF SAID COLEMAN N87°32'44"W 11.50'; THENCE S67°42'56"W 164.36' TO THE NORTH LINE OF SAID BARROW PROPERTY AND BOUNDARY CORNER TO COLEMAN, DEED BOOK 199, PAGE 112 (TRACTS 1 AND 3); THENCE LEAVING SAID COMMON BOUNDARY CORNER OF TRACT 1 AND TRACT 3 OF COLEMAN AFOREMENTIONED, ALONG THE COMMON BOUNDARY LINE OF COLEMAN (TRACTS 1 AND 3), N12°11'18"W 118.18' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH SAID LEASE AREA, N12°11'18"W 100.00' TO A SET IPC; THENCE LEAVING SAID LEASE AREA AND THE LINE OF COLEMAN (TRACTS 1 AND 3), TRAVERSING THE LAND OF COLEMAN (TRACT 3), N77°48'42"E 30.00' TO THE TRUE POINT OF BEGINNING; THENCE N75°56'37"E 63.16'; THENCE S14°03'23"E 15.00'; THENCE S75°56'37"W 62.42'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00', N22°15'42"W 7.00'; THENCE N12°11'18"W 8.08' TO THE POINT OF BEGINNING CONTAINING 948.244 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED FEBRUARY 21, 2017.

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 199, PAGE 112 (NOT FIELD SURVEYED)

TRACT ONE

A PARCEL OF LAND LOCATED SOUTH OF MORGANTOWN KY, ALONG H.PHELPS ROAD MORE PARTICULARLY DESCRIBED AS FOLLOWS;

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS AN IRON PIN SET IS A SET 1/2" IN. REBAR, 18"IN. LENGTH WITH A PLASTIC CAP STAMPED "WHEELER 2508", ALL BEARINGS STATED HEREIN ARE BASED ON MAGNETIC NORTH OBSERVED 01-2007.

BEGINNING ON A SET IRON PIN IN THE WEST R/W OF H. PHELPS ROAD LYING 20' FROM CENTERLINE, AND CORNER TO TRACT 4 OF THIS DIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING THE R/W AND WITH TRACT 4, SOUTH 81 DEG 39 MIN 36 SEC WEST, A DISTANCE OF 123.26 FT. TO A SET IRON PIN, THENCE SOUTH 10 DEG 45 MIN 48 SEC EAST, A DISTANCE OF 224.18 FT. TO A SET IRON PIN, THENCE SOUTH 10 DEG 45 MIN 48 SEC EAST, A DISTANCE OF 224.18 FT. TO A SET IRON PIN; THENCE SOUTH 10 DEG 45 MIN 48 SEC EAST, A DISTANCE OF 224.18 FT. TO A SET IRON PIN; THENCE S. 26 DEG 20 MIN 41 SEC E, A DISTANCE OF 441.46 FT. TO A SET IRON PIN; CORNER TO WARD (178/047); THENCE S. 71 DEG 32 MIN 13 SEC W, A DISTANCE OF 1092.37 FT. TO A 36" WHITE OAK WITH 3 HACKS IN THE LINE OF JUSTICE (155/553); THENCE WITH JUSTICE, GENERALLY FOLLOWING AN OLD FENCE, N 03 DEG 54 MIN 17 SEC E, A DISTANCE OF 707.54 FT. TO A SET IRON PIN; THENCE N 04 DEG 51 MIN 25 SEC E, A DISTANCE OF 103.32 FT. TO A SET IRON PIN; THENCE N 04 DEG 51 MIN 25 SEC E, A DISTANCE OF 103.32 FT. TO A SET IRON PIN; THENCE N 06 DEG 01 MIN 25 SEC W, A DISTANCE OF 338.28 FT. PASSING AN AXLE AT 318.28" TO A SET IRON PIN IN THE SOUTH RYW OF H. PHELPS ROAD, LYING 20' THEREFERFOM; THENCE ALONG THE RYW OF THE ROAD WITH A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 113.49 FT. A CENTRAL ANGLE OF 72 DEG 10 MIN 09 SEC, AND A CHORD OF 53.31 FT. BEARING N 69 DEG 21 MIN 46 SEC E; THENCE NORTHEAST ALONG SAID CURVE, A DISTANCE OF 103.21 FT. TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE RIGHT, THENCE N 20 SEC, A DISTANCE OF 103.21 FT. TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 557.73 FT. A CENTRAL ANGLE OF 16DEG 44 MIN 29 SEC, AND A CHORD OF 162.39 FT. BEARING N 69 DEG 21 MIN 14 6 SEC E; THENCE NORTHEAST ALONG SAID CURVE, A DISTANCE OF 105.49 FT.; THENCE N 65 DEG 59 MIN 18 SEC E, A DISTANCE OF 105.49 FT.; THENCE N 65 DEG 59 MIN 10 SEC E; THENCE NORTHEAST ALONG SAID CURVE, A DISTANCE OF 69.83 FT. TO THE POINT OF CURVA

THE PARTIES OF THE SECOND PART HEREBY AGREE THAT THERE IS A PRIVATE WATERLINE RUNNING ACROSS THE ABOVE DESCRIBED PROPERTY TO THE PROPERTY OF JUSTICE.

TRACT 2

BEGINNING ON A SET IRON PIN IN THE NORTH R/W OF H. PHELPS ROAD, APPROXIMATELY 1875' IN A NORTHWESTERLY DIRECTION FROM KY. HWY 79, CORNER TO HAYNES (126/532), SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH THE R/W OF THE ROAD, ALONG A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 153.03 FT., A CENTRAL ANGLE OF 50 DEG 07 MIN 46 SEC, AND A CHORD OF 129.66 FT. BEARING N 66 DEG 43 MIN 35 SEC W; THENCE NORTHWEST ALONG THE CURVE 133.89' TO A SET IRON PIN, CORNER TO HAYNES; THENCE LEAVING THE R/W, N 88 DEG 12 MIN 18 SEC E, A DISTANCE OF 108.44 FT. TO A SET IRON PIN; THENCE S 11 DEG 06 MIN 04 SEC E, A DISTANCE OF 55.67 FT. TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 0.04 ACRES, MORE OR LESS.

TRACT 3

A PARCEL OF LAND LOCATED SOUTH OF MORGANTOWN, KY. ON H.PHELPS ROAD NEAR THE INTERSECTION OF KY. HWY 79, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS AN IRON PIN SET IS A SET 1/2"IN. REBAR, 18" IN. LENGTH WITH A PLASTIC CAP STAMPED "WHEELER 2508", ALL BEARINGS STATED HEREIN ARE BASED ON MAGNETIC NORTH OBSERVED 01-7007

BEGINNING ON A SET IRON PIN IN THE WEST R/W OF H.PHELPS ROAD, LYING 20' FROM CENTERLINE AND APPROXIMATELY 135' IN A NORTHERLY DIRECTION FROM THE CENTERLINE INTERSECTION OF H.PHELPS ROAD WITH KY. HWY. 79, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID R/W, S 21 DEG 28 MIN 41 SEC E, A DISTANCE OF 110.91 FT. TO A SET IRON PIN IN THE WEST R/W OF KY. HWY. 79 AND LYING 35' FROM CENTERLINE; THENCE WITH SAID R/W, S 03 DEG 27 MIN 46 SEC W, A DISTANCE OF 84.57 FT. TO AN EXISTING IRON PIN, CORNER TO BAUCUM (99/653); THENCE LEAVING THE R/W AND WITH BAUCUM, N 86 DEG 07 MIN 14 SEC W, A DISTANCE OF 11.50 FT. TO AN EXISTING IRON PIN; THENCE CONTINUING WITH BAUCUM AND THEREAFTER NORROD (182/123), S 69 DEG 08 MIN 26 SEC W, A DISTANCE OF 164.36 FT. TO A SET IRON PIN IN NEAR A CROSS FENCE; THENCE LEAVING NORROD AND SEVERING THE LANDS OF BELCHER, N 10 DEG 45 MIN 48 SEC W, A DISTANCE OF 224.18 FT. TO A SET IRON PIN; THENCE N 81 DEG 39 MIN 36 SEC E, A DISTANCE OF 173.26 FT. TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 0.86 ACRES, MORE OR LESS AS PER SURVEY BY ROBERT K. WHEELER, P.L.S. NO. 2508 OF CROWE - WHEELER & ASSOCIATES.



LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.



9/5/2017

DATE



PREPARED FOR:

∣⊹MasTec

PREPARED FOR:



SITE SURVEY

REV.	DATE	DESCRIPTION
Α	3.2.17	PRELIM ISSUE WITH TITLE
0	3.11.17	ISSUED AS FINAL

SITE INFORMATION:

ROSE HONEY

27 HUB PHELPS ROAD MORGANTOWN, KY 42261 BUTLER COUNTY

TAX PARCEL NUMBER: 047-00-00-013.00

PROPERTY OWNER: WILLIAM SCOTT COLEMAN & SALENA COLEMAN 1896 RUSSELLVILLE ROAD MORGANTOWN, KY 42261

SOURCE OF TITLE: DEED BOOK 199, PAGE 112

> SITE NUMBER: KYL03672

> > 17-12766

DAP

MEP

3.2.17

POD NUMBER:

DRAWN BY: CHECKED BY: DATE:

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

B-1.2

TITLE OF COMMITMENT (PARCEL ID: 047-00-00-013.00)

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 AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY STEWART TITLE GUARANTY COMPANY, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, FILE NO. 00300-2016206, ISSUE DATE OF DECEMBER 6, 2016 AT 8:00 PM. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (POD GROUP, LLC DID NOT **FXAMINE OR ADDRESS THIS ITEM.)**
- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- 3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- 4. 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, THEREFORE WE DID NOT
- 5. 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. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS
- 6. SUBJECT TO 2017 TAXES, WHICH ARE NOT YET DUE AND PAYABLE (IF APPLICABLE). (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 7. 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.)





SITE SURVEY

POWER OF DESIGN

«MasTec

REV. DATE DESCRIPTION 3.2.17 PRELIM ISSUE WITH TITLE 0 3.11.17 ISSUED AS FINAL

SITE INFORMATION:

ROSE HONEY

27 HUB PHELPS ROAD MORGANTOWN, KY 42261 **BUTLER COUNTY**

TAX PARCEL NUMBER: 047-00-00-013.00

PROPERTY OWNER: WILLIAM SCOTT COLEMAN & SALENA COLEMAN 1896 RUSSELLVILLE ROAD MORGANTOWN, KY 42261

SOURCE OF TITLE: DEED BOOK 199, PAGE 112

SITE NUMBER: KYL03672

POD NUMBER:

17-12766 DRAWN BY: DAP MEP

CHECKED BY: DATE:

SHEET TITLE:

3.2.17

SITE SURVEY

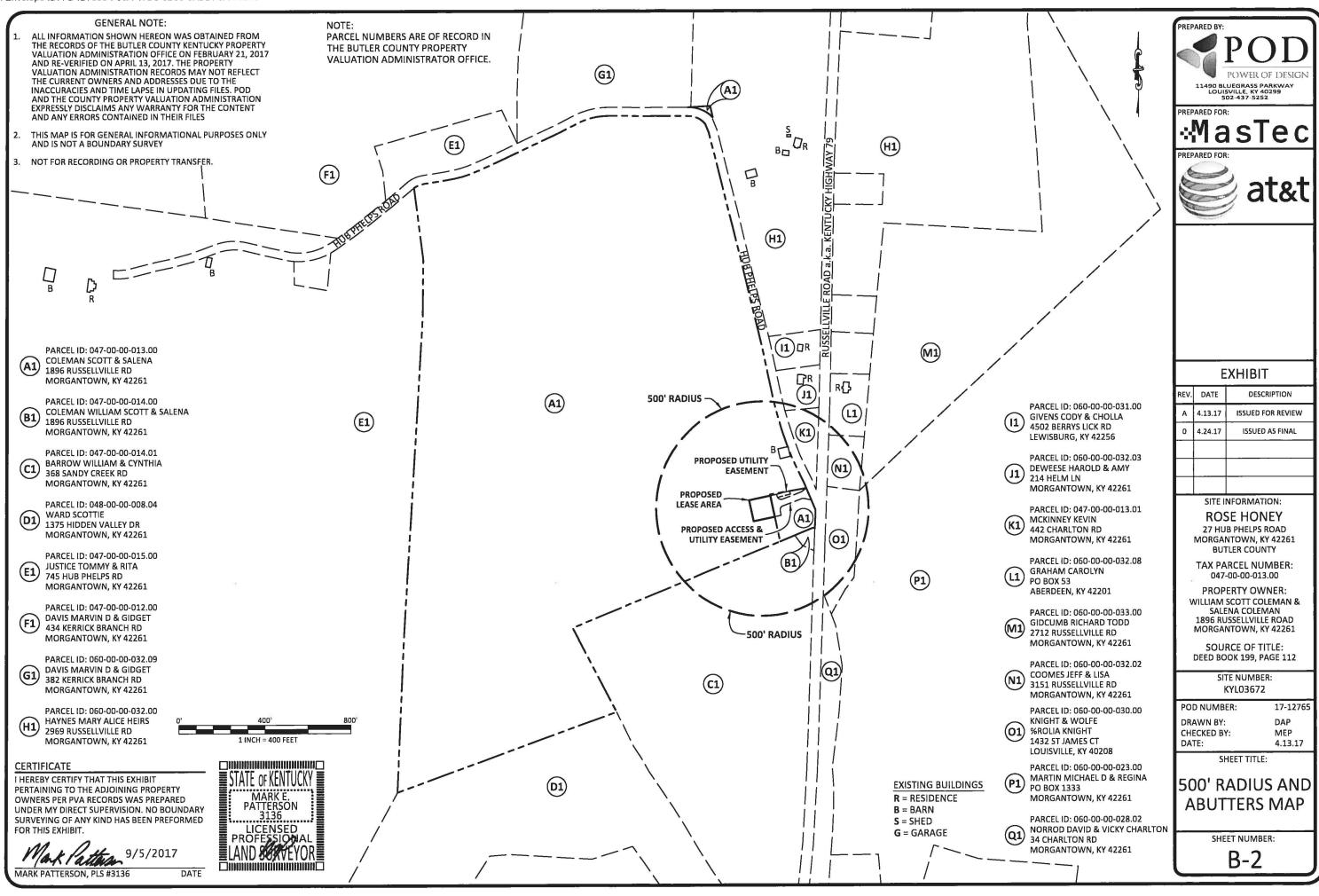
SHEET NUMBER:

LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED. MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

DATE

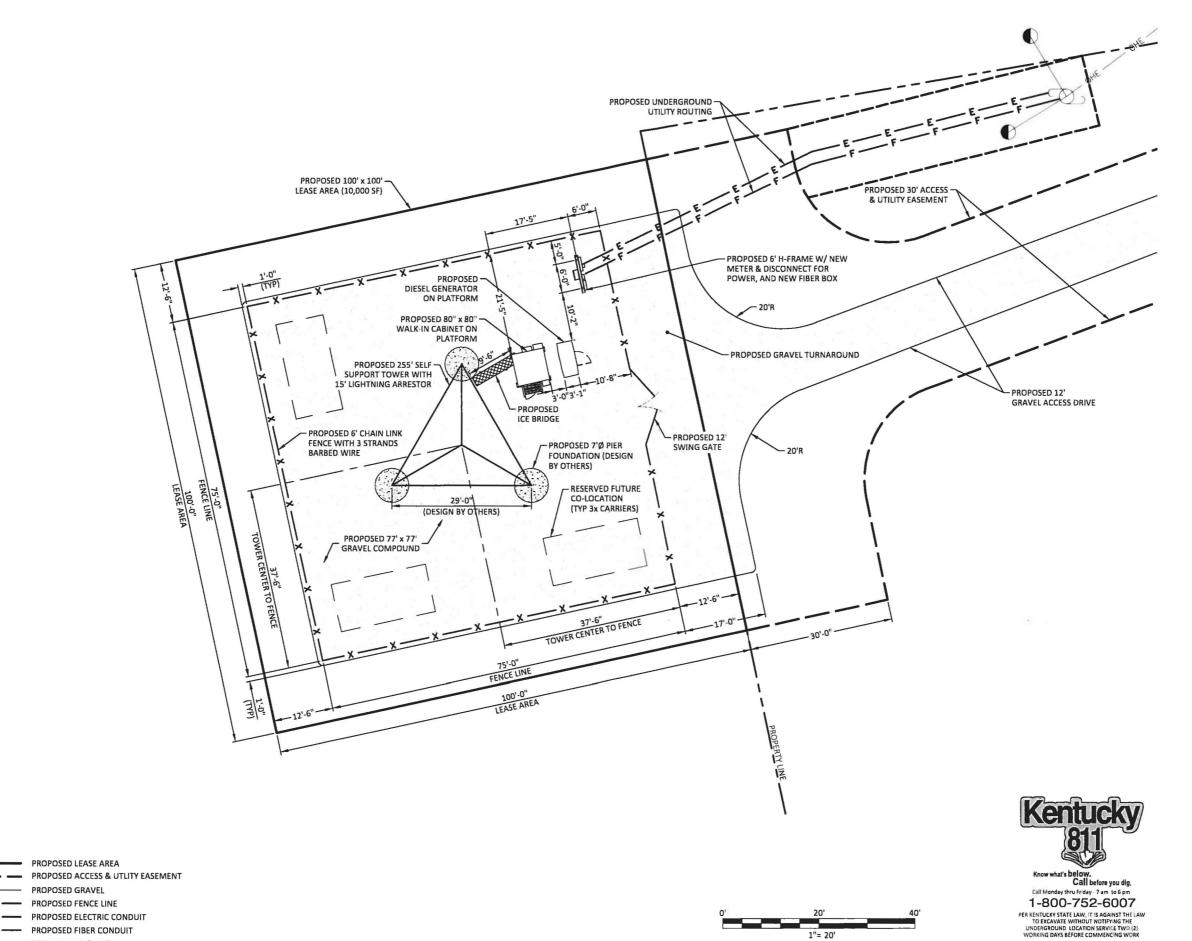
9/5/2017





LEGEND

PROPOSED FIBER CONDUIT — X — EXISTING FENCE LINE





«MasTec

PREPARED FOR:





EN PERMIT: 3594

ZONING **DRAWINGS**

REV	DATE	DESCRIPTION
Α	5.22.17	PRELIM REVIEW
В	6.24.17	PLG COMMENTS
0	6.27.17	ISSUED AS FINAL
1	8.28.17	TOWER DESIGN

SITE INFORMATION:

ROSE HONEY

27 HUB PHELPS ROAD MORGANTOWN, KY 42261

BUTLER COUNTY

SITE NUMBER: KYL03672

POD NUMBER: 17-12764

DRAWN BY:

CHECKED BY: DATE: MEP 5.22.17

SHEET TITLE:

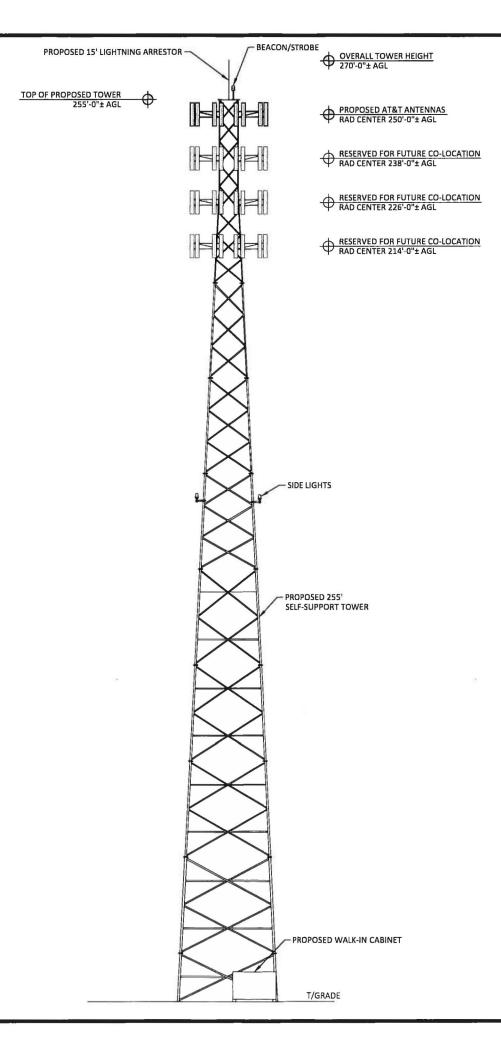
ENLARGED COMPOUND LAYOUT

KDP

SHEET NUMBER:

TOWER NOTES:

- 1. THE PROPOSED TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE DESIGNED BY OTHERS.
- 2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
- 3. SEE TOWER MANUFACTURER'S DRAWINGS FOR TOWER AND FOUNDATION DETAILS & SPECIFICATIONS.
- 4. MANUFACTURER'S DRAWINGS SUPERCEDE A&E DRAWINGS.



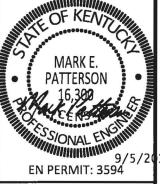


PREPARED FOR:

«MasTec

PREPARED FOR:





ZONING **DRAWINGS**

		71111100
REV	DATE	DESCRIPTION
Α	5.22.17	PRELIM REVIEW
В	6.24.17	PLG COMMENTS
0	6.27.17	ISSUED AS FINAL
1	8.28.17	TOWER DESIGN
ex.		

SITE INFORMATION:

ROSE HONEY

27 HUB PHELPS ROAD MORGANTOWN, KY 42261

BUTLER COUNTY

SITE NUMBER: KYL03672

KDP

POD NUMBER: 17-12764

DRAWN BY: CHECKED BY: DATE:

MEP 5.22.17

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

EXHIBIT C TOWER AND FOUNDATION DESIGN



August 14th^h, 2017 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – Rose Honey Proposed Cell Tower 37 09 4.86 North Latitude, 86 43 06.53 West Longitude

Dear Commissioners:

The Project / Construction Manager for the proposed new communications facility will be Don Murdock. His contact information is (615) 207-8280 or Don.Murdock@mastec.com

Don has been in the industry completing civil construction and constructing towers since 2009. He has worked at Mastec Network Solutions since 2009 completing project and construction management on new site build projects.

Thank you,

Don Murdock, Sr. Project Manager - Tennessee/Kentucky Market

MasTec Network Solutions

(615) 207-8280



Structural Design Report

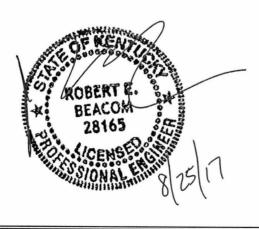
255' S3TL Series HD1 Self-Supporting Tower Site: Rose Honey, KY Site Number: KYL03672

Prepared for: AT&T by: Sabre Towers & Poles ™

Job Number: 169298

August 24, 2017

Tower Profile	1-2
Foundation Design Summary (Option 1)	3
Foundation Design Summary (Option 2)	4
Maximum Leg Loads	5
Maximum Diagonal Loads	6
Maximum Foundation Loads	7
Calculations	8-22



F L 5X 5X 5/16 L 4X 4X 3/8 L 4X 4X 3/8 G H L 3X 3X 1/4 L 3X 3X 3/16 L 3X 3X 3X 3/16 L 3X 3X 3X 3/16 L 3X	z			10.75 OD X .500			8.625 OD X .500	00	A	В	O	۵	Ш
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277 256 237 217 15 15 15 17 15 17 16 7 5 849 8235 7419 7119 6058 4927 4394 4458 3083 2979 2227 1375 565 70 <td< td=""><td>3/4"</td><td>(2)</td><td>.8/9</td><td></td><td></td><td>(1) 3/4"</td><td></td><td></td><td></td><td></td><td>(1) 5/8"</td><td></td><td></td></td<>	3/4"	(2)	.8/9			(1) 3/4"					(1) 5/8"		
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240' 240' 240' 240' 240' 240' 240' 240'	0			12 @	<u>\$</u> 10.				9 @ 6.6667"			11 @ 5'	
240' 220' 200' 180' 140' 140' 100' 80' 40'	8849	8235	7419	7119	6058	4927	4394	4458	3083	2979	2227	1375	565
							120'				200'		

Base Reactions

Total Fou	Total Foundation		ooting
Shear (kips)	130.18	Shear (kips)	77.57
Axial (kips)	278.03	Compression (kips)	781
Moment (ft-kips)	18691	Uplift (kips)	690
Torsion (ft-kips)	-56.93		

Material List

Display	Value	
А	8.625 OD X .322	
В	5.563 OD X .500	
С	5.563 OD X .375	
D	3.500 OD X .300	
E	2.375 OD X .154	
F	L 6 X 4 X 3/8	
G	L 4 X 3 1/2 X 1/4 (SLV)	
Н	L 3 1/2 X 3 1/2 X 1/4	
1	L 2 1/2 X 2 1/2 X 1/4	
J	L 2 1/2 X 2 1/2 X 3/16	
K	L 2 X 2 X 1/8	
L	L 4 X 4 X 1/4	
М	L 2 X 2 X 3/16	
N	L 3 X 3 X 1/4	
0	1 @ 13.333'	
Р	1 @ 6.667'	

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 2, with a Crest Height of 165'.
- 12) The foundation loads shown are factored loads.
- 13) The tower design meets the requirements for an Ultimate Wind Speed of 115 mph (Risk Category II), in accordance with the 2012 International Building Code.
- 14) Tower Rating: 98.87%



Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658

P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814

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1	Job:	169298	
	Customer:	AT&T	
	Site Name:	Rose Honey, KY KY	′L03672
	Description:	255' S3TL	
	Date:	8/24/2017	By: NM

Designed Appurtenance Loading

Elev	Description	Tx-Line
260	(1) Extendible Lightning Rod	
250	(1) 278 Sq. FT. EPA /6000# (No Ice)	(18) 1 5/8"
238	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Elev	Description	Tx-Line
226	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
214	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"



Sabre Industries
Towers and Poles
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To Southbridge Drive
P.O. Box 658
Sloux City, IA 51102-0658
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Topposition

Job:	169298		
Customer:	AT&T		
Site Name:	Rose Honey, KY	KYL03672	
Description:	255' S3TL		
Date:	8/24/2017	By: NM	

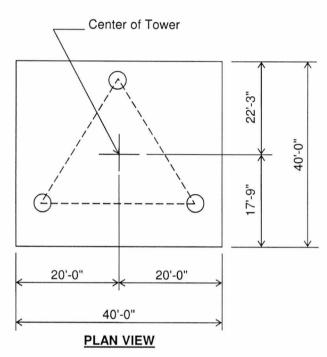


No.: 169298

Date: 8/24/17 By: NM

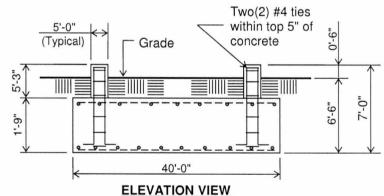
Customer: AT&T Site: Rose Honey, KY KYL03672

255 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G. Antenna Loading per Page 1



Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Power of Design Group, LLC., Project No. 17-12762 dated: May 2nd, 2017.



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

7). The foundation is based on the following factored loads:
Factored download (kips) = 110.35
Factored overturn (kip-ft) = 18690.95
Factored shear (kips) = 130.18

8). 4.75 ft of soil cover is required over the entire area of the foundation slab.

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

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

Rebar Schedule per Mat and per Pier		
Pier	(28) #7 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C	
Mat	(64) #10 horizontal rebar evenly spaced each way top and bottom. (256 total)	

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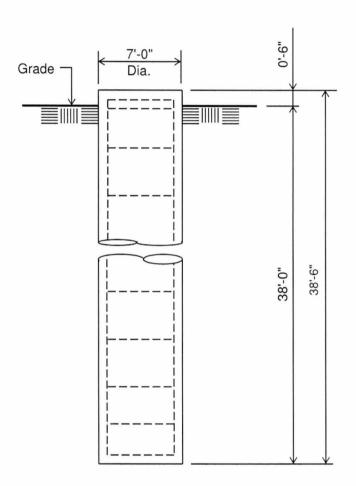


No.: 169298

Date: 8/24/17 By: NM

Customer: AT&T Site: Rose Honey, KY KYL03672

255 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G. Antenna Loading per Page 1



ELEVATION VIEW

(54.88 Cu. Yds. each) (3 REQUIRED; NOT TO SCALE)

Notes:

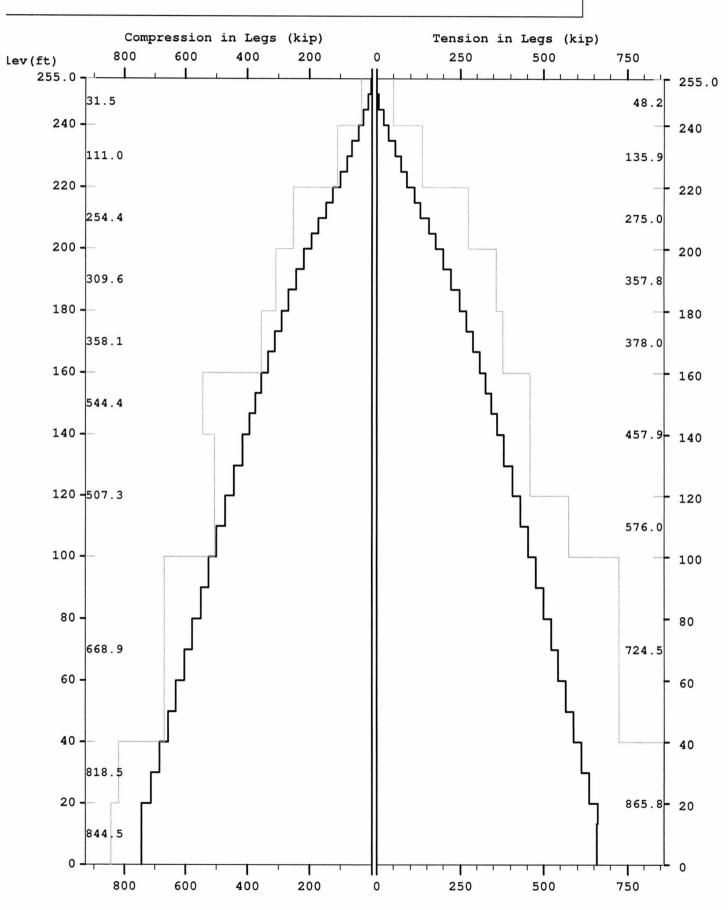
- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Power of Design Group, LLC., Project No. 17-12762 dated: May 2nd, 2017.
- 6). See the geotechnical report for drilled pier installation requirements, if specified.
- 7). The foundation is based on the following factored loads:
 Factored uplift (kips) = 690
 Factored download (kips) = 781
 Factored shear (kips) = 78

	Rebar Schedule per Pier
Pier	(36) #8 vertical rebar w/#5 ties, two (2) within top 5" of pier then 12" C/C

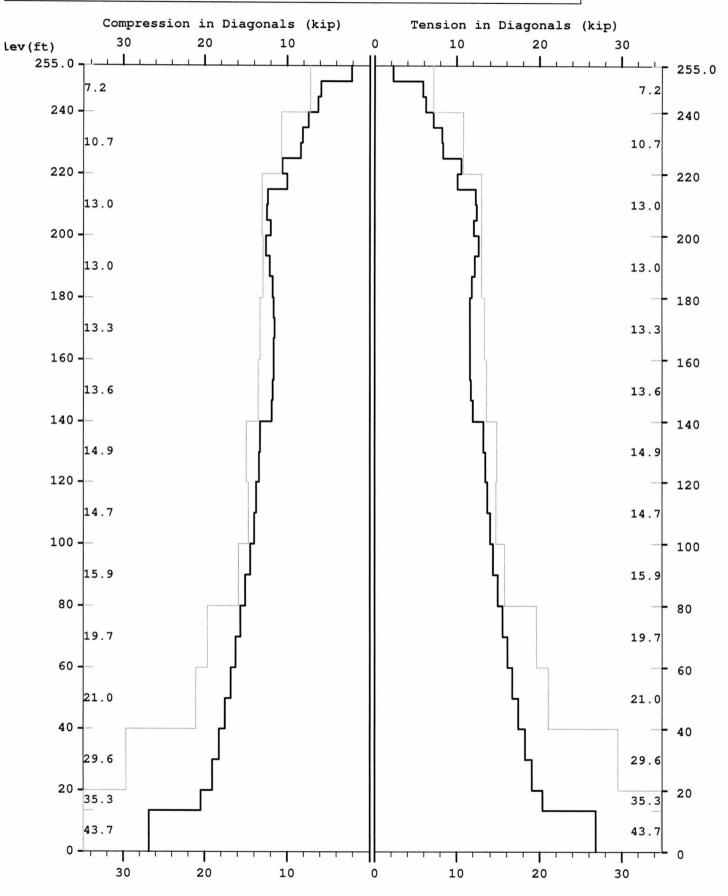
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Maximum





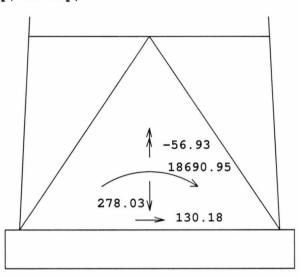


icensed to: Sabre Towers and Poles

16:41:32

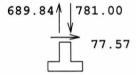
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)





______ Latticed Tower Analysis (Unguyed) Processed under license at:

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

Sabre Towers and Poles on: 21 aug 2017 at: 16:41:32

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
× × × × × × × × × ×	333333333333333333333333333333333333333	250.00 240.00 235.00 220.00 200.00 180.00 160.00 140.00 100.00 80.00 60.00	255.00 250.00 240.00 235.00 220.00 200.00 180.00 140.00 120.00 100.00 80.00	5.00 5.50 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00	5.00 5.00 5.00 5.50 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00	5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00
X V A	3 3	20.00 13.33 0.00	40.00 20.00 13.33	27.00 27.67 29.00	25.00 27.00 27.67	10.00 6.67 13.33

MEMBER PROPERTIES

============

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE LE LE LE DI HO HO	240.00 220.00 200.00 180.00 160.00 40.00 0.00 240.00 220.00 180.00 140.00 120.00 100.00 40.00 13.33 0.00 250.00 235.00	255.00 240.00 220.00 200.00 180.00 100.00 40.00 255.00 240.00 200.00 160.00 140.00 120.00 100.00 40.00 13.33 255.00 240.00 13.33	1.075 3.016 6.111 7.952 8.399 12.763 16.101 19.242 0.484 0.715 0.900 1.438 1.688 1.812 1.938 2.859 3.027 3.609 0.484 0.715 1.938	0.787 0.787 0.787 0.787 0.787 0.787 0.626 0.626 0.626 0.626 0.626 0.626 0.626 0.626 0.626	29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000.	0.0000117 0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	COMP kip	EGS TENS kip	DIAC COMP kip	GONALS TENS kip	HORIZ COMP kip	ONTALS TENS kip	INT COMP kip	BRACING TENS kip
250.0	255.0	31.48	48.15	7.16	7.16	5.73	5.73	0.00	0.00
240.0	250.0	31.48	48.15	7.16	7.16	0.00	0.00	0.00	0.00
235.0	240.0	110.98	135.90	10.74	10.74	8.38	8.38	0.00	0.00
220.0	235.0	110.98	135.90	10.74	10.74	0.00	0.00	0.00	0.00
200.0	220.0	254.38	274.95	13.03	13.03	0.00	0.00	0.00	0.00

Page 1

					169298			
200.0	309.64	357.75	13.00	13.00	0.00	0.00	0.00	0.00
		378.00	13.34	13.34	0.00	0.00	0.00	0.00
		457.90	13.61	13.61	0.00	0.00	0.00	0.00
	507.33	457.90	14.92	14.92	0.00	0.00	0.00	0.00
120.0	507.33	576.00	14.74	14.74	0.00	0.00	0.00	0.00
100.0	668.86	724.50	15.85	15.85	0.00	0.00	0.00	0.00
80.0	668.86	724.50	19.70	19.70	0.00	0.00	0.00	0.00
60.0	668.86	724.50	21.03	21.03	0.00	0.00	0.00	0.00
40.0	818.52	865.80	29.57	29.57	0.00	0.00	0.00	0.00
20.0	844.46	865.80	35.33	35.33	0.00	0.00	0.00	0.00
13.3	844.46	865.80	43.74	43.74	15.50	15.50	7.41	7.41
	180.0 160.0 140.0 120.0 100.0 80.0 60.0 40.0 20.0	180.0 358.08 160.0 544.40 140.0 507.33 120.0 507.33 100.0 668.86 80.0 668.86 60.0 668.86 40.0 818.52 20.0 844.46	180.0 358.08 378.00 160.0 544.40 457.90 140.0 507.33 457.90 120.0 507.33 576.00 100.0 668.86 724.50 80.0 668.86 724.50 60.0 668.86 724.50 40.0 818.52 865.80 20.0 844.46 865.80	180.0 358.08 378.00 13.34 160.0 544.40 457.90 13.61 140.0 507.33 457.90 14.92 120.0 507.33 576.00 14.74 100.0 668.86 724.50 15.85 80.0 668.86 724.50 19.70 60.0 668.86 724.50 21.03 40.0 818.52 865.80 29.57 20.0 844.46 865.80 35.33	180.0 358.08 378.00 13.34 13.34 160.0 544.40 457.90 13.61 13.61 140.0 507.33 457.90 14.92 14.92 120.0 507.33 576.00 14.74 14.74 100.0 668.86 724.50 15.85 15.85 80.0 668.86 724.50 19.70 19.70 60.0 668.86 724.50 21.03 21.03 40.0 818.52 865.80 29.57 29.57 20.0 844.46 865.80 35.33 35.33	200.0 309.64 357.75 13.00 13.00 0.00 180.0 358.08 378.00 13.34 13.34 0.00 160.0 544.40 457.90 13.61 13.61 0.00 140.0 507.33 457.90 14.92 14.92 0.00 120.0 507.33 576.00 14.74 14.74 0.00 100.0 668.86 724.50 15.85 15.85 0.00 80.0 668.86 724.50 19.70 19.70 0.00 60.0 668.86 724.50 21.03 21.03 0.00 40.0 818.52 865.80 29.57 29.57 0.00 20.0 844.46 865.80 35.33 35.33 0.00	180.0 358.08 378.00 13.34 13.34 0.00 0.00 160.0 544.40 457.90 13.61 13.61 0.00 0.00 140.0 507.33 457.90 14.92 14.92 0.00 0.00 120.0 507.33 576.00 14.74 14.74 0.00 0.00 100.0 668.86 724.50 15.85 15.85 0.00 0.00 80.0 668.86 724.50 19.70 19.70 0.00 0.00 60.0 668.86 724.50 21.03 21.03 0.00 0.00 40.0 818.52 865.80 29.57 29.57 0.00 0.00 20.0 844.46 865.80 35.33 35.33 0.00 0.00	200.0 309.64 357.75 13.00 13.00 0.00 0.00 0.00 180.0 358.08 378.00 13.34 13.34 0.00 0.00 0.00 160.0 544.40 457.90 13.61 13.61 0.00 0.00 0.00 140.0 507.33 457.90 14.92 14.92 0.00 0.00 0.00 120.0 507.33 576.00 14.74 14.74 0.00 0.00 0.00 100.0 668.86 724.50 15.85 15.85 0.00 0.00 0.00 80.0 668.86 724.50 19.70 19.70 0.00 0.00 0.00 60.0 668.86 724.50 21.03 21.03 0.00 0.00 0.00 40.0 818.52 865.80 29.57 29.57 0.00 0.00 0.00 20.0 844.46 865.80 35.33 35.33 0.00 0.00 0.00

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

89 mph wind with no ice. Wind Azimuth: 0*

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOADAT RADIUS AZI ft	LOAD AZI	FORCES HORIZ kip	DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
C C C C	260.0 250.0 238.0 226.0 214.0	$\begin{array}{cccc} 0.00 & 0.0 \\ 0.00 & 0.0 \\ 0.00 & 0.0 \\ 0.00 & 0.0 \\ 0.00 & 0.0 \end{array}$	0.0 0.0 0.0 0.0	0.31 11.34 8.49 8.51 8.53	0.15 7.20 4.80 4.80 4.80	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 215.0 210.0 210.0 210.0 210.0 180.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 140.0 100.0 200.0 200.0 13.3 13.3 0.0	0.00 180.0 0.00 180.0 0.00 42.0 0.00 42.0 0.00 64.4 0.00 64.4 0.00 79.5 0.00 83.3 0.00 92.0 0.00 89.2 0.00 353.1 0.00 353.1 0.00 322.3 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.4		0.08 0.08 0.15 0.15 0.19 0.19 0.20 0.24 0.24 0.26 0.27 0.27 0.27 0.27 0.27 0.28 0.31 0.33 0.33 0.33 0.33 0.34 0.40 0.40 0.41 0.41 0.41 0.41 0.41	0.04 0.06 0.06 0.12 0.12 0.13 0.15 0.20 0.22 0.22 0.22 0.225 0.26 0.34 0.34 0.41 0.47 0.49 0.555 0.551 0.60	0.00 0.00 0.06 0.06 0.06 0.06 0.05 0.05	0.00 0.01 0.11 0.11 0.13 0.13 0.13 0.13 0.11 0.07 0.07 0.05 0.05 0.05 0.04 0.05

SUPPRESS PRINTING

...FOR THIS LOADING..MAXIMUMS.....

Page 2

LOADS INPUT	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	L69298 MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

89 mph wind with no ice. Wind Azimuth: 0♦

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	DOWN kip	MOME VERTICAL ft-kip	TORSNAL ft-kip
C C C C	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.31 11.34 8.49 8.51 8.53	0.12 5.40 3.60 3.60 3.60	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 230.0 225.0 220.0 215.0 200.0 215.0 200.0 180.0 140.0 16	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 44.4 64.4 79.5 83.3 92.0 89.2		0.08 0.08 0.15 0.15 0.19 0.19 0.20 0.24 0.26 0.26 0.27 0.28 0.31 0.33 0.33 0.34 0.33 0.34 0.33 0.40 0.40 0.41 0.41 0.41 0.46 0.46	0.03 0.04 0.04 0.09 0.09 0.10 0.11 0.15 0.15 0.16 0.17 0.20 0.26 0.25 0.27 0.31 0.35 0.37 0.41 0.38 0.38	0.00 0.00 0.04 0.04 0.04 0.04 0.04 0.03 0.03	0.00 0.00 0.11 0.11 0.13 0.13 0.13 0.11 0.11

SUPPRESS PRINTING

==============

LOADS INPUT		THIS LO MEMBER FORCES		ALL		IMUMS MEMBER FORCES	
no	yes	yes	yes	no	no	no	no

30 mph wind with 0.75 ice. Wind Azimuth: 0♦

169298

MAST	LOADING
=====	======

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	HORIZ	DOWN kip	VERTICAL ft-kip	ENTS TORSNAL ft-kip
C C C C	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.05 1.43 1.76 1.76 1.76	0.31 18.71 12.47 12.46 12.46	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 245.0 235.0 235.0 225.0 225.0 225.0 2210.0 215.0 210.0 210.0 160.0 140.0 140.0 100.0 80.0 40.0 40.0 20.0 20.0 20.0 20.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 70.0 89.9 91.2 86.4 83.9 91.2 86.4 83.9 91.2 86.3 93.1 1322.1 94.3 3222.2 93.3 3222.2 93.3		0.01 0.01 0.02 0.02 0.02 0.02 0.02 0.02 0.02 0.02 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.05	0.19 0.26 0.26 0.40 0.41 0.41 0.44 0.52 0.60 0.666 0.668 0.71 0.78 0.88 0.99 0.99 1.008 1.10 1.21 1.14 1.14 1.48	0.00 0.00 0.22 0.22 0.21 0.21 0.21 0.19 0.12 0.12 0.13 0.06 0.08 0.08 0.08 0.08 0.08 0.08 0.08	0.00 0.01 0.01 0.01 0.01 0.01 0.01 0.00 0 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

SUPPRESS PRINTING

LOADS INPUT		MEMBER	PADING FOUNDN LOADS	ALL		IMUMS MEMBER FORCES	
no	yes	yes	yes	no	no	no	no

MAXIMUM MAST DISPLACEMENTS: _____

ELEV ft	DEF	LECTIONS (f	t) DOWN	TILTS ((DEG) EAST	TWIST DEG
255.0	3.591 G	-3.452 D	0.045 G	1.808 G	-1.740 D	-0.111 F
250.0	3.434 G	-3.301 D	0.043 G	1.811 G	-1.744 D	-0.111 F
245.0	3.270 G	-3.144 D	0.040 G	1.786 G	-1.720 D	-0.110 F
240.0	3.115 G	-2.994 D	0.037 G	1.712 G	-1.647 D	-0.105 F
235.0	2.963 G	-2.848 D	0.035 G	1.674 G	-1.610 D	-0.101 F
230.0	2.816 G	-2.707 D	0.033 G	1.621 G	-1.559 D	-0.096 F
225.0	2.674 G	-2.570 D	0.031 e	1.556 G	-1.497 D	-0.091 F

Page 4

				169298		
220.0	2.536 G	-2.437 D	0.030 e	1.479 G	-1.423 D	-0.086 F
215.0	2.406 G	-2.313 D	0.029 e	1.439 G	-1.384 D	-0.082 F
210.0	2.277 G	-2.188 D	0.029 e	1.391 G	-1.338 D	-0.078 F
205.0	2.155 G	-2.070 D	0.028 e	1.341 G	-1.290 D	-0.075 F
200.0	2.034 G	-1.954 D	0.027 e	1.285 G	-1.236 D	-0.071 F
193.3	1.885 G	-1.811 D	0.026 e	1.224 G	-1.178 D	-0.067 F
186.7	1.741 G	-1.672 D	0.025 e	1.160 G	-1.116 D	-0.064 F
180.0	1.606 G	-1.543 D	0.024 e	1.094 G	-1.052 D	-0.060 F
173.3 166.7	1.477 G	-1.418 D	0.024 e	1.029 G	-0.990 D	-0.057 N
160.7	1.356 G 1.242 G	-1.302 D -1.192 D	0.023 e	0.964 G	-0.927 D	-0.054 N
153.3	1.136 G	-1.192 D -1.091 D	0.022 e 0.021 e	0.897 G 0.854 G	-0.863 D	-0.051 N
146.7	1.036 G	-0.995 D	0.021 e	0.854 G 0.811 G	-0.821 D -0.779 D	-0.048 N
140.0	0.940 G	-0.902 D	0.020 e	0.767 G	-0.779 D	-0.045 N -0.042 N
130.0	0.807 G	0.774 J	0.018 e	0.700 G	-0.672 D	-0.039 N
120.0	0.686 G	0.658 j	0.017 e	0.633 G	-0.608 D	-0.035 N
110.0	0.576 G	0.552 J	0.016 e	0.565 G	-0.543 D	-0.032 N
100.0	0.478 G	0.458 J	0.014 e	0.498 G	-0.478 D	-0.028 N
90.0	0.390 G	0.374 J	0.013 e	0.445 G	-0.427 D	-0.025 N
80.0	0.311 G	0.298 J	0.012 e	0.392 G	-0.377 D	-0.021 N
70.0	0.243 G	0.233 J	0.011 e	0.339 G	-0.326 D	-0.018 N
60.0	0.184 G	0.176 J	0.009 e	0.286 G	-0.275 D	-0.016 N
50.0	0.134 G	0.128 J	0.008 i	0.233 G	-0.223 D	-0.013 N
40.0	0.093 G	0.089 V	0.006 f	0.180 G	-0.173 D	-0.010 N
30.0	0.051 G	-0.049 D	0.005 Y	0.134 G	-0.128 D	-0.007 N
20.0	0.019 G	-0.018 D	0.003 Y	0.088 G	-0.085 D	-0.004 N
13.3	0.008 G	-0.008 P	0.002 Y	0.059 G	-0.057 D	-0.003 N
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0			1.36 A	0.00 A
250.0	0.97 S	2.18 G	0.22 G	0.00 A
245.0	5.72 M	5.87 н	0.29 I	0.00 A
240.0	21.09 M	6.18 T	0.63 K	0.00 A
235.0	35.51 M	7.14 M		
	53.76 M	8.23 н	0.17 A	0.00 A
230.0	71.29 M	8.26 T	0.11 A	0.00 A
225.0	90.10 M	10.60 T	0.06 a	0.00 A
220.0	111.90 M	10.06 T	0.22 A	0.00 A
215.0			0.06 C	0.00 A
210.0	131.05 M	12.25 T	0.23 A	0.00 A
205.0	155.33 M	12.46 H	0.02 a	0.00 A
200.0	175.83 M	12.01 T	0.19 A	0.00 A
193.3	200.11 M	12.62 T	0.06 A	0.00 A
	223.71 M	12.14 T		
186.7	247.36 M	11.84 R	0.17 A	0.00 A
180.0	268.04 M	11.65 R	0.07 A	0.00 A
173.3	288.85 M	11.60 R	0.10 A	0.00 A
166.7	307.68 M	11.58 R	0.07 A	0.00 A
160.0			0.08 A	0.00 A
153.3	326.64 M		0.11 A	0.00 A
146.7	344.08 M	11.74 P	0.07 A	0.00 A
140.0	361.77 M	11.91 V	0.10 A	0.00 A
130.0	382.22 M	13.21 P	0.13 A	0.00 A
			0.13 A	0.00 A

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	407.47		169	9298
120.0	407.17 M	13.43 V	0.07 A	0.00 A
	430.63 M	13.68 V		
110.0	454.22 M	14.02 V	0.12 A	0.00 A
100.0	476 70 4		0.07 A	0.00 A
90.0	476.79 M	14.44 P	0.08 A	0.00 A
80.0	499.60 M	14.99 V		
	521.84 M	15.55 P	0.07 A	0.00 A
70.0	544.35 M	16.16 V	0.07 A	0.00 A
60.0			0.05 A	0.00 A
50.0	566.54 M	16.79 P	0.07 A	0.00 A
	589.04 M	17.46 V		
40.0	611.37 M	18.22 P	0.12 0	0.00 A
30.0			0.08 s	0.00 A
20.0	633.94 M	19.07 P	0.14 A	0.00 A
13.3	660.87 M	20.38 V	1.68 U	0.00 D
	659.45 M	26.81 P		
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	1 15 4	2.15.4	-1.37 G	0.00 A
250.0	-1.15 A	-2.15 A	-0.21 M	0.00 A
245.0	-10.27 G	-5.89 в	-0.21 0	0.00 A
240.0	-25.86 G	-6.27 н	-0.57 U	0.00 A
235.0	-42.16 G	-7.50 G	-0.12 s	0.00 A
230.0	-62.62 G	-8.11 T	-0.10 S	0.00 A
225.0	-80.96 G	-8.41 н	-0.02 S	0.00 A
	-102.82 G	-10.62 н		
220.0	-125.37 G	-10.08 н	-0.20 s	0.00 A
215.0	-147.56 G	-12.40 G	-0.05 U	0.00 A
210.0	-173.45 G	-12.44 T	-0.21 S	0.00 A
205.0	-194.84 G	-12.06 н	0.00 A	0.00 A
200.0	-220.38 G	-12.62 н	-0.17 S	0.00 A
193.3	-245.38 G	-12.19 н	-0.05 S	0.00 A
186.7	-270.55 G		-0.15 s	0.00 A
180.0			-0.05 s	0.00 A
173.3	-292.70 G	-11.70 L	-0.09 s	0.00 A
166.7	-315.10 G	-11.61 L	-0.06 s	0.00 A
160.0	-335.48 G	-11.63 L	-0.08 s	0.00 A
153.3	-356.24 G	-11.66 D	-0.09 s	0.00 A
146.7	-375.58 G	-11.79 J	-0.06 S	0.00 A
140.0	-395.31 G	-11.91 D	-0.09 S	0.00 A
140.0			-0.03 3	0.00 A

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	222 202	No. 20 Co.	16	9298
130.0	-418.18 G	-13.29 J	-0.12 s	0.00 A
120.0	-446.24 G	-13.45 J	-0.06 s	0.00 A
110.0	-472.78 G	-13.75 D		
	-499.60 G	-14.05 J	-0.10 s	0.00 A
100.0	-525.56 G	-14.51 J	-0.06 S	0.00 A
90.0	-552.03 G	-15.03 D	-0.07 S	0.00 A
80.0	-578.15 G	-15.61 J	-0.06 s	0.00 A
70.0			-0.06 s	0.00 A
60.0	-604.83 G	-16.21 D	-0.04 s	0.00 A
50.0	-631.26 G	-16.86 J	-0.06 s	0.00 A
40.0	-658.11 G	-17.51 D	-0.12 I	0.00 A
30.0	-685.04 G	-18.27 D	-0.09 A	0.00 A
	-712.49 G	-19.12 J		
20.0	-744.04 G	-20.45 D	-0.12 S	0.00 A
13.3	-745.94 G	-26.85 D	-1.96 C	0.00 V
0.0			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	TOTAL			
NORTH	EAST	DOWN	UPLIFT	SHEAR
77.57 G	66.75 K	781.00 G	-689.84 M	77.57

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

	HORIZONTA	L	DOWN		OVERTURNING	;	TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
	(0.0				@ 0.0	
130.2 G	-123.7 P	130.2 G	278.0 Y	18690.9 G	-17903.1 D	18690.9 G	-56.9 N

Latticed Tower Analysis (Unguyed) (c)2013 Guymast Inc. 416-736-7453 Processed under license at:

Sabre Towers and Poles on: 21 aug 2017 at: 16:42:08

^{*} Only 1 condition(c) chown in full

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

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60 mph wind with no ice. Wind Azimuth: 0♦

MAST	LOADING

TYPE									
C 250.0 0.00 0.0 0.0 3.22 6.00 0.00 0.00 0.00 C 2242 0.00 0.00 0.00 0.00 0.00 0.00 0.00			RADIUS			HORIZ	DOWN	VERTICAL	TORSNAL
D 250.0	C C	250.0 238.0 226.0	0.00 0.00 0.00	0.0 0.0 0.0	0.0 0.0 0.0	3.22 2.41 2.42	6.00 4.00 4.00	0.00 0.00 0.00	0.00 0.00 0.00
D 13.3 0.00 322.4 0.0 0.13 0.50 0.02 0.01 D 0.0 0.00 322.4 0.0 0.13 0.50 0.02 0.01		250.0 250.0 240.0 235.0 235.0 225.0 220.0 210.0 210.0 200.0 180.0 160.0 140.0 100.0 80.0 40.0 40.0 20.0	0.00 0.00	180.0 42.0 64.4 79.5 89.2 89.2 353.3 92.0 89.2 353.3 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4 3222.4		0.02 0.04 0.04 0.05 0.05 0.06 0.07 0.07 0.07 0.08 0.08 0.08 0.08 0.08	0.03 0.05 0.10 0.10 0.11 0.13 0.17 0.17 0.18 0.19 0.22 0.22 0.22 0.22 0.22 0.30 0.34 0.34 0.45 0.45 0.45	0.00 0.05 0.05 0.05 0.05 0.05 0.04 0.04	0.00 0.03 0.03 0.04 0.04 0.02 0.02 0.02 0.01 0.01 0.01 0.01 0.01

SUPPRESS PRINTING

	FOR	THIS LO	ADING		MAX	IMUMS	
LOADS	DISPL	MEMBER	FOUNDN	ALL	DISPL	MEMBER	FOUNDN
INPUT		FORCES	LOADS			FORCES	LOADS
no	yes	yes	yes	no	no	no	no

MAXIMUM MAST DISPLACEMENTS:

-----DEFLECTIONS (ft)-------TILTS (DEG)---TWIST ft NORTH EAST DOWN NORTH EAST DEG 1.026 G 0.982 G 0.935 G 0.890 G 0.847 G 0.805 G 0.765 G 255.0 250.0 245.0 240.0 235.0 230.0 225.0 0.013 G 0.013 G 0.013 G 0.012 G 0.012 G 0.011 G 0.011 G 0.516 G 0.517 G 0.510 G 0.489 G 0.478 G 0.463 G 0.445 G 0.497 J 0.498 J 0.491 J 0.471 J 0.460 J 0.446 J 0.428 J -0.032 F -0.032 F -0.031 F -0.030 F -0.029 F -0.027 F 0.987 J 0.944 J 0.899 J 0.856 J 0.815 J 0.774 J 0.735 J -0.026 F

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				169298		
220.0 215.0 210.0 205.0 200.0 193.3 186.7 180.0 173.3 166.7 160.0 153.3 146.7 140.0 120.0 110.0	0.725 G 0.688 G 0.651 G 0.616 G 0.582 G 0.498 G 0.459 G 0.422 G 0.385 G 0.325 G 0.296 G 0.296 G 0.231 G 0.196 G 0.196 G 0.1137 G 0.1137 G	0.697 J 0.662 J 0.592 J 0.559 J 0.559 J 0.478 J 0.441 J 0.406 J 0.373 J 0.341 J 0.341 J 0.342 J 0.285 J 0.285 J 0.258 J 0.258 J 0.258 J 0.107 J	0.011 G 0.010 G 0.010 G 0.010 G 0.009 G 0.009 G 0.008 G 0.008 G 0.007 G 0.007 G 0.007 G 0.006 G 0.006 G 0.006 G 0.006 G 0.006 G 0.006 G	169298 0.423 G 0.411 G 0.398 G 0.383 G 0.357 G 0.351 G 0.331 G 0.294 G 0.276 G 0.257 G 0.257 G 0.244 G 0.232 G 0.219 G 0.219 G 0.142 G 0.142 G 0.142 G	0.407 J 0.383 J 0.389 J 0.369 J 0.353 J 0.337 J 0.301 J 0.265 J 0.247 J 0.223 J 0.211 J 0.192 J 0.174 J 0.174 J 0.175 J 0.137 J 0.122 J	-0.024 F -0.023 F -0.022 F -0.021 F -0.019 F -0.018 F -0.015 B -0.014 B -0.014 B -0.013 B -0.012 B -0.011 B 0.010 H 0.009 H 0.008 H
100.0	0.137 G	0.131 J	0.005 G	0.142 G	0.137 J	0.008 н
80.0	0.089 G	0.085 J	0.004 G	0.112 G	0.108 J	0.006 н
70.0 60.0 50.0	0.070 G 0.053 G 0.038 G	0.067 J 0.050 J 0.037 J	0.003 G 0.003 G 0.003 G	0.097 G 0.082 G 0.067 G	0.093 J 0.079 J 0.064 J	0.005 H 0.004 H 0.004 H
40.0 30.0	0.026 G 0.015 G	-0.025 D 0.014 J	0.003 G 0.002 G 0.002 K	0.051 G 0.038 G	0.049 J 0.037 J	0.003 H 0.002 H
20.0 13.3	0.005 G 0.002 G	0.005 J 0.002 J	0.001 K 0.001 K	0.025 G 0.017 G	0.024 J 0.016 J	0.001 H 0.001 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.22 G	0.63 G	0.39 A	0.00 A
250.0			0.07 G	0.00 A
245.0	0.06 A	1.67 н 	0.11 I	0.00 A
240.0	4.44 A	1.74 B	0.20 K	0.00 A
235.0	7.97 A	1.94 A	0.07 A	0.00 A
230.0	12.48 A	2.38 н		
	17.27 A	2.31 B	0.03 A	0.00 A
225.0	21.64 A	3.01 н	0.03 A	0.00 A
220.0	27.66 A	2.86 н	0.07 A	0.00 A
215.0	32.14 A		0.02 C	0.00 A
210.0		3.45 B	0.07 A	0.00 A
205.0	38.56 A	3.56 в	0.01 A	0.00 A
200.0	44.21 A	3.40 н	0.06 A	0.00 A
193.3	50.82 A	3.60 в		
	57.23 A	3.45 н	0.02 A	0.00 A
186.7	63.62 A	3.39 L	0.05 A	0.00 A
180.0	69.20 A	3.32 F	0.02 A	0.00 A
173.3			0.03 A	0.00 A
166.7	74.79 A	3.32 L	0.03 A	0.00 A
160.0	79.84 A	3.31 L	0.03 A	0.00 A
153.3	84.84 A	3.34 J	0.04 A	0.00 A
	89.39 A	3.35 D		
146.7	93.97 A	3.42 J	0.02 A	0.00 A
140.0	99.28 A	3.77 D	0.03 A	0.00 A
130.0			0.04 A	0.00 A

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	105 71 .	2.05.7	169	9298
120.0	105.71 A	3.85 J	0.02 A	0.00 A
110.0	111.75 A	3.91 D	0.04 A	0.00 A
100.0	117.79 A	4.02 J		
	123.50 A	4.13 D	0.02 A	0.00 A
90.0	129.19 A	4.29 J	0.03 A	0.00 A
80.0	134.67 A	4.43 D	0.02 A	0.00 A
70.0			0.02 A	0.00 A
60.0	140.13 A	4.62 J	0.02 A	0.00 A
50.0	145.50 A	4.78 D	0.02 A	0.00 A
40.0	150.93 A	4.98 J		40. 40.00
0.0000000000000000000000000000000000000	156.25 A	5.19 J	0.03 C	0.00 A
30.0	161.57 A	5.43 J	0.02 G	0.00 A
20.0	168.35 A	5.80 J	0.05 A	0.00 A
13.3			0.44 I	0.00 c
0.0	166.77 A	7.64 J	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.20 4	0.61.4	-0.40 G	0.00 A
250.0	-0.38 A	-0.61 A	-0.06 A	0.00 A
245.0	-4.33 G	-1.70 в 	-0.03 C	0.00 A
240.0	-8.82 G	-1.82 н	-0.14 E	0.00 A
235.0	-14.01 G	-2.23 G	-0.01 G	0.00 A
230.0	-20.48 G	-2.28 в	-0.03 G	0.00 A
225.0	-25.90 G	-2.44 н	0.00 A	0.00 A
220.0	-33.00 G	-3.03 в		
	-39.58 G	-2.88 B	-0.05 G	0.00 A
215.0	-46.77 G	-3.56 G	-0.01 I	0.00 A
210.0	-54.55 G	 -3.54 н	-0.05 G	0.00 A
205.0	-60.84 G	-3.46 н	0.00 A	0.00 A
200.0	-68.39 G	-3.60 н	-0.04 G	0.00 A
193.3	-75.83 G		-0.01 G	0.00 A
186.7		-3.50 B	-0.04 G	0.00 A
180.0	-83.36 G	-3.40 F	-0.01 G	0.00 A
173.3	-90.01 G	-3.37 L	-0.02 G	0.00 A
166.7	-96.76 G	-3.33 L	-0.01 G	0.00 A
160.0	-102.91 G	-3.35 L	-0.02 G	0.00 A
153.3	-109.24 G	-3.35 D	-0.02 G	0.00 A
146.7	-115.20 G	-3.40 J		
	-121.29 G	-3.42 D	-0.02 G	0.00 A
140.0			-0.02 G	0.00 A

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			1	.69298
130.0	-128.34 G	-3.84 J	-0.03 G	0.00 A
120.0	-137.04 G	-3.87 D		
	-145.28 G	-3.97 J	-0.01 G	0.00 A
110.0	-153.63 G	-4.05 J	-0.02 G	0.00 A
100.0			-0.01 G	0.00 A
90.0	-161.77 G	-4.19 J	-0.02 G	0.00 A
80.0	-170.11 G	-4.32 D	-0.01 G	0.00 A
	-178.40 G	-4.50 J		
70.0	-186.91 G	-4.66 D	-0.01 G	0.00 A
60.0	-195.34 G	-4.85 J	-0.01 G	0.00 A
50.0			-0.01 G	0.00 A
40.0	-203.91 G	-5.02 J	-0.04 I	0.00 A
30.0	-212.55 G	-5.24 J	-0.03 A	0.00 A
	-221.39 G	-5.48 J		
20.0	-231.21 G	-5.86 J	-0.03 G	0.00 A
13.3	-232.79 G	 -7.68 J	-0.59 C	0.00 J
0.0	-232.79 G	-7.00 J	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	LOADCO	OMPONENTS		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
23.30 G	20.05 K	243.51 G	-174.63 A	23.30 G

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

NORTH	ORIZONTA EAST @	TOTAL 0.0	DOWN	NORTH	-OVERTURNING EAST	TOTAL @ 0.0	TORSION
37.2	35.4	37.2	92.0	5345.9	5122.7	5345.9	16.2
G	J	G	K	G	J	G	H

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1

Customer AT&T Project Number 169298 Date 8/24/2017

Engineer NM

Overall Loads:			
Factored Moment (ft-kips)	18690.95	Anchor Bolt Count (per leg)	6
Factored Axial (kips)	278.03	Thionor Bolt Godin (por log)	
Factored Shear (kips)	130.18		
Individual Leg Loads:	100110	Tower eccentric from mat (ft)	= 2.25
Factored Uplift (kips)	690.00	1	2.20
Factored Download (kips)	781.00	1	
Factored Shear (kips)	78.00	1	
, , ,		•	
Width of Tower (ft)	29	Allowable Bearing Pressure (ksf)	2.50
Ultimate Bearing Pressure	5.00	Safety Factor	2.00
Bearing Φs	0.75	1	
Bearing Design Strength (ksf)	3.75	Max. Factored Net Bearing Pressure (ksf)	3.62
Water Table Below Grade (ft)	999		
Width of Mat (ft)	40	Minimum Mat Width (ft)	36.33
Thickness of Mat (ft)	1.75		
Depth to Bottom of Slab (ft)	6.5		
Bolt Circle Diameter (in)	18		
Top of Concrete to Top		- -	
of Bottom Threads (in)	65.5		
Diameter of Pier (ft)	5	Minimum Pier Diameter (ft)	2.83
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	4.43
Ht. of Pier Below Ground (ft)	4.75		
Quantity of Bars in Mat	64		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in ²)	81.07		
Spacing of Bars in Mat (in)	7.50	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	28		
Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in ²)	16.84	Minimum Pier A _s (in ²)	14.14
Spacing of Bars in Pier (in)	5.84	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5	1	
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.12]	
Unit Wt. of Concrete (kcf)	0.15	1	
Volume of Concrete (yd3)	115.16	-	

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Sl	near:	
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Average d (in)	16.73		
. , ,			
φν _c (ksi)	0.228	v _u (ksi)	0.207
$\phi v_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.272		
$\phi V_c = \phi 4 f'_c^{1/2}$	0.228		
Shear perimeter, b _o (in)	241.05		
$eta_{ t c}$	1		
Stability:			

Overturning Design Strength (ft-k)	25445.0	Factored Overturning Moment (ft-k)	19602.2
One-Way Shear:			
ϕV_c (kips)	915.8	V _u (kips)	797.1
Pier Design:		_	
Design Tensile Strength (kips)	909.2	Tu (kips)	690.0
ϕV_n (kips)	168.1	V _u (kips)	78.0
$\phi V_c = \phi 2 (1 + N_u / (500 A_g)) f'_c^{1/2} b_w d$	168.1	_	
V _s (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d (kips)$	772.8
Maximum Spacing (in)	7.81	Only if Shear Ties are Required)	
Actual Hook Development (in)	15.46	Req'd Hook Development I _{dh} (in)	10.07
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

Anonor Boil I dil-Odt.			
$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	426.0	P _u (kips)	690.0
Pier Rebar Development Length (in)	45.44	Required Length of Development (in)	29.70
Flexure in Slab:			

M_u (ft-kips)

ϕM_n (ft-kips)	5620.3
a (in)	2.65
Steel Ratio	0.01010
β_1	0.825
Maximum Steel Ratio (ρ _t)	0.0197
Minimum Steel Ratio	0.0018
Rehar Development in Pad (in)	126 12

maximum otoor natio (PI)	0.0107	
Minimum Steel Ratio	0.0018	
Rebar Development in Pad (in)	136.13	Required Development in Pad (in)

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

5589.3

24.36

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1
Customer Name AT&T
Job Number 169298
Date 8/24/2017

Engineer NM

Factored Uplift (kips)	690	Anchor Bolt Count (per leg)	6
Factored Download (kips)	781		
Factored Shear (kips)	78		
Ultimate Bearing Pressure	55.05		
Bearing Фs	0.75		
Bearing Design Strength (ksf)	41.2875		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	18		
Top of Concrete to Top			
of Bottom Threads (in)	65.5		
Pier Diameter (ft)	7	Minimum Pier Diameter (ft)	2.83
Ht. Above Ground (ft)	0.5	, ,	
Pier Length Below Ground (ft)	38		
Quantity of Bars	36		
Bar Diameter (in)	1		
Tie Bar Diameter (in)	0.625		
Spacing of Ties (in)	12		
Area of Bars (in ²)	28.27	Minimum Area of Steel (in ²)	27.71
Spacing of Bars (in)	6.61		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Φs	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd3)	54.88		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?		0	
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)

Double at Dottom of Lovey (ft)	LUL Olde Frieding (leaf)	/I III Clair Eniation */I In life En atou	1. /leaf)
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
2	0.00	0.00	0.12
8	0.30	0.30	0.12
12	0.50	0.50	0.125
21	1.00	1.00	0.135
40	1.00	1.00	0.135
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Factored Net Weight of Concrete (kips)
Bearing Design Strength (kips)
Skin Friction Design Strength (kips)
Download Design Strength (kips)

3.5	
1588.9	
491.5	
2080.4	

Factored Net Download (kips)

784.5

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

Uplift:

Nominal Skin Friction (kips)	655.3		
Wc, Weight of Concrete (kips)	222.2		
W _R , Soil Resistance (kips)	3578.5		
ΦsWr+0.9Wc (kips)	2883.9		
Uplift Design Strength (kips)	691.5	Factored Uplift (kips)	690.0
Pier Design:			
Design Tensile Strength (kips)	1526.8	Tu (kips)	690.0
ϕV_n (kips)	483.4	V _u (kips)	78.0

 $\phi V_c \!\!=\!\! \phi 2 (1 \! + \! N_u \! / \! (500 A_g)) f'_c{}^{1/2} b_w \! d \; (kips)$ 483.4

*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips) V_s (kips) 1514.7 0.0

(Only if Shear Ties are Required)
*** Ref. ACI 11.5.5 & 11.5.6.3 Maximum Spacing (in) 8.71

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	834.6	P _u (kips)	690.0
Rebar Development Length (in)	33.63	Required Length of Development (in)	N/A

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

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

KY Public Service Commission

Master Utility Search

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

Utility ID Utility Name

Address/City/Contact Utility Type

Status

▼ Active ▼

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	А	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	С	Morristown	NJ
View	44451184	Alltel Communications, LLC	Cellular	Α	Basking Ridge	NJ
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	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	С	Clayton	WA
View	4107400	Bandwidth.com, Inc.	Cellular	Α	Raleigh	NC
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4108750	Blue Jay Wireless, LLC	Cellular	С	Carrollton	TX
View	4202300	Bluegrass Wireless, LLC	Cellular	Α	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4110050	CampusSims, Inc.	Cellular	D	Boston	MA

		Utility Master Information Search				
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	Α	Basking Ridge	NJ
View	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
View	4101900	Consumer Cellular, Incorporated	Cellular	Α	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	Α	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	Α	San Antonio	TX
View	4001900	CTC Communications Corp. d/b/a EarthLink Business I	Cellular	D	Grand Rapids	MI
View	10640	Cumberland Cellular Partnership	Cellular	А	Elizabethtown	KY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	А	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ОК
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
View	4109600	Google North America Inc.	Cellular	В	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	Α	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	А	Basking Ridge	NJ
View	4110600	Horizon River Technologies, LLC	Cellular	С	Atlanta	GA
View	4103100	i-Wireless, LLC	Cellular	Α	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ОК
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	Α	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	Α	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	А	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular	Α	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	ΑZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX

View	10900	New Par dba Verizon Wireless	Cellular	А	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	Α	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	С	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	ОН
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	Α	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	Α	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	Α	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View	4110350	Regional Strategic Partners LLC	Cellular	D	Buford	GA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View	4106200	Rural Cellular Corporation	Cellular		Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	Α	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4200100	Sprint Spectrum, L.P.	Cellular	Α	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	Α	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular		Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
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	МО
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	А	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ

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	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	Α	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	С	Lone Tree	CO
View	4200600	West Virginia PCS Alliance, L.C.	Cellular	Α	Waynesboro	VA
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110100	Windward Wireless LLC	Cellular	D	Suwanee	GA
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	KY

EXHIBIT E FAA



Proposed Case for: 2017-ASO-15381-OE

For information only.

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

Overview

Study (ASN): 2017-ASO-15381-OE

Prior Study:

Status:

Work In Progress

Construction Info

Notice Of:

CONSTR

Duration:

PERM (Months: 0 Days: 0)

Work Schedule:

Structure Details

Latitude (NAD 83): 37° 09' 04.86" N

Longitude (NAD 83): 86° 43' 06.53" W

Datum:

NAD 83

City:

Morgantown

State:

KY

Nearest County: Butler Received Date: 08/02/2017 Entered Date: 08/02/2017

Мар:

View Map

Structure Summary

Structure Type: Antenna Tower Structure Name: Rose Honey

FCC Number:

Height and Elevation

Site Elevation: Structure Height: Total Height (AMSL): Proposed

604

270

874

Frequencies

Low Freq	High Freq	Unit	ERP	Unit	
6	7	GHz	55	dBW	
6	7	GHz	42	dBW	
10	11.7	GHz	55	dBW	
10	11.7	GHz	42	dBW	
17.7	19.7	GHz	55	dBW	
17.7	19.7	GHz	42	dBW	
21.2	23.6	GHz	55	dBW	
21.2	23.6	GHz	42	dBW	
614	698	MHz	1000	W	
614	698	MHz	2000	W	
698	806	MHz	1000	W	
806	901	MHz	500	W	
806	824	MHz	500	W	
824	849	MHz	500	W	
851	866	MHz	500	W	
869	894	MHz	500	W	
896	901	MHz	500	W	
901	902	MHz	7	W	
929	932	MHz	3500	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	
1670	1675	MHz	500	W	
1710	1755	MHz	500	W	
1850	1910	MHz	1640	W	
1850	1990	MHz	1640	W	
1930	1990	MHz	1640	W	
1990	2025	MHz	500	W	
2110	2200	MHz	500	W	
2305	2360	MHz	2000	W	
2305	2310	MHz	2000	W	
2345	2360	MHz	2000	W	
2496	2690	MHz	500	W	

EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY TRANSPORTATION CABINET

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

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name) John Monday	PHONE 855-699-7073	FAX 972-907-1131	KY AERONAUTICAL STUDY #						
ADDRESS (street)	CITY		STATE	ZIP					
3300 E. Renner Road, B3132	Richardson		TX	75082					
APPLICANT'S REPRESENTATIVE (name)	PHONE	FAX		A					
Roy Johnson	502-445-2475	502-222-4266							
ADDRESS (street)	CITY		STATE	ZIP					
3605 Mattingly Road	Buckner		KY	40010					
APPLICATION FOR X New Construc	tion Alteration	Existing	WORK SCHEDULE						
DURATION Permanent Tem									
TYPE Crane Building	Crane Building MARKING/PAINTING/LIGHTING PREFERRED								
X Antenna Tower	Red Lights & Pai	nt White- medi	um intensity W	hite- high intensity					
Power Line Water Tank	X Dual- red & med	dium intensity white	Dual- red & hi	gh intensity white					
Landfill Other	Other			,					
LATITUDE	LONGITUDE		DATUM X NAD83 NAD27						
37° 09′ 04.86 ″	86° 43′ 06	5.53 "	Other						
NEAREST KENTUCKY		Y PUBLIC USE OR MI	ILITARY AIRPORT						
City Morgantown County Butler	BWG Bowling	Green-Warren C	ounty Rg						
SITE ELEVATION (AMSL, feet)									
604				Filed Concurrently					
OVERALL HEIGHT (site elevation plus total structure height, feet)			PREVIOUS (FAA aeronautical study #)						
874									
DISTANCE (from nearest Kentucky public use or Military airport to structure) PREVIOUS (KY aeronautical study #									
18.2 NM									
DIRECTION (from nearest Kentucky public use or Military airport to structure)									
Northwest									
DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site									
marked and any certified survey.)									
1A and Quad attached									
In and Quad attached									
DESCRIPTION OF PROPOSAL									
AT&T proposes to construct a 255' cell tov	ver with a 15' lightning	rod for an overall heig	ht of 270'.						
FAA Form 7460-1 (Has the "Notice of Co	onstruction or Altera	tion" been filed with	the Federal Aviation	Administration?)					
X No Yes, when?				t en statement en seemen en e					
CERTIFICATION (I hereby certify that all	the above entries, n	nade by me, are true,	complete, and corre	ect to the best of					
my knowledge and belief.)	,	, , , ,	,	,					
PENALITIES (Persons failing to comply v	vith KRS 183.861 to 1	183.990 and 602 KAR	050 are liable for fil	nes and/or					
imprisonment as set forth in KRS 183.99				A					
NAME TITLE	CICALATURE		DATE						
Michelle Ward Sr. Real Estate M		Lience Word	07/03/17						
1	Chairpersor	KA7C	Accession and terror services and the second services are serviced as the second serviced are serviced						
COMMISSION ACTION	Administrat								
CICNATURE		5., 10 120	DATE						
Approved SIGNATURE			DATE						
Disapproved				-					

EXHIBIT G GEOTECHNICAL REPORT

Date: May 2, 2017 POD Job Number: 17-12762

GEOTECHNICAL REPORT

ROSE HONEY (KYL03672)

37° 09′ 04.86″ N 86° 43′ 06.53″ W

27 Hub Phelps Rd Morgantown, KY 42261

Prepared For:



For:



Prepared By:





May 2, 2017

Mr. Don Murdock Mastec Network Solutions 1975 Joe B Jackson Hwy Murfreesboro, TN 37127

Re:

Geotechnical Report – PROPOSED 255' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR

Site Name: ROSE HONEY (KYL03672)

Site Address: 27 Hub Phelps Road, Morgantown, Butler County, Kentucky

Coordinates: N37° 09' 04.86", W86° 43' 06.53"

POD Project No. 17-12762

Dear Mr. Murdock:

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

MARK E.
PATTERSON
16,300
CENSES
SONAL EN 5/3/2017

Copies submitted:

(3) Mr. Don Murdock

ROSE HONEY April 18, 2017

LETTER OF TRANSMITTAL

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APPENDIX

BORING LOCATION PLAN BORING LOG SOIL SAMPLE CLASSIFICATION

ROSE HONEY April 18, 2017

Geotechnical Report

PROPOSED 255' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR

Site Name: ROSE HONEY (KYL03672)

27 Hub Phelps Road, Morgantown, Butler County, Kentucky

N37° 09' 04.86", W86° 43' 06.53"

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 and shelter. 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 N37° 09'

04.86", W86° 43' 06.53", 27 Hub Phelps Road, Morgantown, Butler County, Kentucky. The site located in a farm

field in a very rural area south of Morgantown. The proposed lease area will be 10,000 square feet and will be

accessed along an existing gravel drive running west from Hub Phelps Road near its intersection with Russellville

Road to the proposed lease area. The elevation at the proposed tower location is about EL 604 and there is less

than 6 feet change in elevation across the proposed lease area. The development will also include a small

equipment shelter near the base of the tower. The proposed tower location is shown on the Boring Location Plan

in the Appendix.

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 is discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the

Pennsylvanian age Tradewater and Caseyville Formations. These formations consist of mix of sandstone, siltstone,

shale, limestone, underclay, and coal. These are non-karst potential formations.

The borings encountered about 6 inches of topsoil at the existing ground surface. Below the topsoil, the borings

encountered silty clay (CL-CH) of medium to high plasticity that contained. The SPT N-values in the silty clay were

between 8 and 15 blows per foot (bpf) generally indicating a medium to very stiff consistency. All of the borinogs

1

ROSE HONEY April 18, 2017

encountered highly weathered shale from about 7.5 to 8.5 feet to auger refusal at depths between 11 to 12.7 feet.

Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

The refusal material was cored in Boring 2 from 11 to 40 feet below the ground surface. A mix of interbedded

limestone, shale and siltstone that was moderately hard with soft layers, moderately weathered to highly weathered

layers, gray to black with inch mud seams was encountered above 21 feet. Limestone interbedded with siltstone that

was hard, slightly weathered and light gray was encountered below 21 feet to the termination depth of 40 feet. The

recoveries of the cores ranged from 50 to 100 percent with RQD values increasing from 0 to 100 percent with depth.

These values generally represent very poor quality rock from a foundation support viewpoint above 21 feet and good

quality below 21 feet.

Observations made at the completion of soil drilling operations indicated the borings 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 2011 Kentucky

Building Code, the site class is considered "C". 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

2

properly interpreted and implemented.

ROSE HONEY April 18, 2017

4.1. Proposed Tower

Our findings indicate that the proposed self-support can be supported on drilled piers or on a common mat foundation. Highly weathered bedrock was encountered has high has 7.5 feet with auger refusal between 11 and 12.7 feet. A drilled pier installer may not be able to drill deeper than 7.5 feet with a soil auger. If piers are designed that will bear deeper than 7.5 feet, the drilled pier installer should be prepared to excavate bedrock with the appropriate auger.

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 -2	2-8	8 - 12	12 - 21	21 - 40
Ultimate Bearing Pressure (psf)		5,500	11,050	22,120	55,050
C Undrained Shear Strength, psf	500	1,000	2,000	4,000	10,000
Ø Angle of Internal Friction degrees	0	0	0	0	0
Total Unit Weight, pcf	120	120	125	135	135
Soil Modulus Parameter k, pci	30	500	750	1000	1000
Passive Soil Pressure,		650 +	1,250 +	2,500 +	6,500 +
psf/one foot of depth		40(D-2)	42(D-8)	45(D-12)	45(D-21)
Side Friction, psf		300	500	1000	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,

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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 silty clay at a minimum of 3 feet can be designed using an allowable soil pressure of 2,500 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 silty 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 2,000 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 (k30) of 110 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 2,000 pounds per square foot.

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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

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

5

data and the actual soil conditions encountered during construction.

5.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- 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 the borings were dry prior to rock coring and significant seepage is not anticipated, the drilled pier contractor should have pumps on hand to remove water in the event seepage into the drilled pier is encountered.
- 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.

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5.3 Construction Dewatering

If groundwater is encountered in the shallow foundations, it should be minor and can be handled by conventional dewatering methods such as pumping from sumps.

If groundwater is encountered in the drilled pier excavations, it may be more difficult 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. If groundwater sits on the bottom of the foundation for longer than an hour, the bottom should be cleaned again before the pier is poured.

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 between 11 and 12.7 feet. A sample of the refusal material was cored in Boring 2 from 11 to 40 feet below the ground surface. 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.

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.

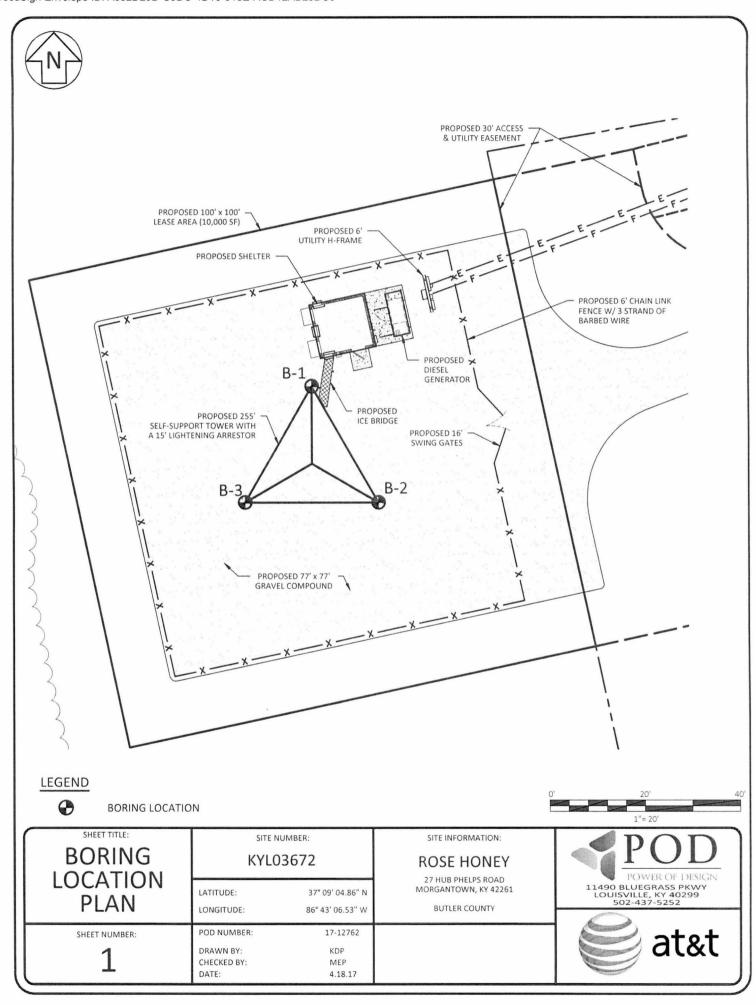
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The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary 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





Boring Log

Boring: B-1

Page 1 of 1

Project:

Rose Honey

City, State

Morgantown, KY

Method: H.S.A. Boring Date: 6-Apr-17 Location: Proposed Tower Location

Inside Diameter: 3 1/4" Drill Rig Type: CME - 550 ATV Hammer Type: Manual

Groundwater: Dry Weather:

ndwater: Gre			lote: Ab	out	t 6 inche	es of	tops	oil wa	as en	Weath counter		the gro	und suri	face		
From (ft)	To (ft)	Material Description			Sample Depth (ft)	Sample Type		6-inch		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined
0.5	7.5	SILTY CLAY (CL-CH) - medium stiff to slightly moist, light brown-light gray mottl black nodes			1-2.5	SS	4,	5,	7,	18	12,					
					3.5-5	SS	3,	4,	4	18	8,					
7.5	11.0	SHALE - highly weathered, light gra	ау		6-7.5 8.5-10	SS	4, 12,	5, 24,	8	18 18	13, 64,					
		Auger Refusal at 11.7 feet		-	0.5-10		12,	24,	40	10						
L		1			L		ļ			L		1		1		



Boring Log

Boring: B-2

Page 1 of 1

Project:

Rose Honey

City, State

Morgantown, KY

Method:

H.S.A.

Boring Date:

6-Apr-17

Location: Proposed Tower Location

Inside Diameter: 3 1/4"

Groundwater: Dry

Drill Rig Type:

CME - 550 ATV

Hammer Type: Manual

Weather:

		m Associates Note:	T	it 6 inch	T				T	T					(clay & silt) Unconfined Compressive
From (ft)	To (ft)	Material Description		Sample Depth (ft)	Sample Type	ā	6-inch		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Linconfined
0.5	7.5	SILTY CLAY (CL-CH) - medium stiff to stiff, slightly moist, light brown-light gray mottled with black nodes		1-2.5	SS	6,	6,	8,	18	14,					
				3.5-5	SS	2,	4,	5	18	9,					
	6.0	- gray with trace rock fragments		6-7.5	SS	4,	4,	5	18	9,					
7.5	11.0	SHALE - highly weathered, light gray		8.5-10	SS	15,	12,	42	18	54,					
11.0	21.0	LIMESTONE, SHALE and SILTSTONE - soft to moderately hard, highly weathered to weathered with mud seams, gray to black		11-16	RC				55		0%				
	-			16-21	RC				30		5%				
21.0	40.0	LIMESTONE with SILTSTONE - hard, slightly weathered, light gray		21-26	RC				40		63%				
				26-31	RC				60		100%				
	31.0	- with a few thin shale partings		31-36	RC				58		97%				
				36-40	RC				48		8%				
		Boring Terminated at 40 feet													



Boring Log

Boring: B-3

Page 1 of 1

Project:

Rose Honey

City, State

Morgantown, KY

Method: H.S.A. Boring Date: 6-Apr-17 Location: Proposed Tower Location

Inside Diameter: 3 1/4" Drill Rig Type: CME - 550 ATV Hammer Type: Manual

Groundwater: Dry Weather:

Drill	riller: Greenbaum Associates Note: About 6 inches of topsoil was encountered at the ground surface															
	From (ft)	To (ft)	Material 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 Strength, (tsf)
	0.5	8.5	SILTY CLAY (CL-CH) - medium stiff to stiff, slightly moist, light brown-light gray mottled witl black nodes		1-2.5	SS	4,	6,	8,	18	14,					
			Black Hodes		3.5-5	SS	5,	7,	8	18	15,					
					6-7.5	SS	4,	4,	5	18	9,					
	8.5	11.0	SHALE - highly weathered, light gray		8.5-10	SS	14,	27,	50	18	77,					
			Auger Refusal at 12.3 feet	10,0,0												
			I .		1											

FINE AND COARSE GRAINED SOIL INFORMATION COARSE GRAINED SOILS FINE GRAINED SOILS PARTICLE SIZE (SANDS & GRAVELS) (SILTS & CLAYS) Qu, KSF N Relative Density Consistency Estimated N Boulders Greater than 300 mm (12 in) Cobbles 0-4 Very Loose 0-1 Very Soft 0-0.5 75 mm to 300 mm (3 to 12 in) 5-10 Loose 2-4 Soft 0.5 - 1Gravel 4.74 mm to 75 mm (3/16 to 3 in) 11-20 Firm 5-8 Firm 1-2 Coarse Sand 2 mm to 4.75 mm 21-30 Very Firm 9-15 Stiff 2-4 Medium Sand 0.425 mm to 2 mm 31-50 Dense 16-30 Very Stiff 4-8 Fine Sand 0.075 mm to 0.425 mm Over 50 Very Dense Hard 8+ Silts & Clays Less than 0.075 mm Over 31

The STANDARD PENETRATION TEST as defined by ASTM D 1586 is a method to obtain a disturbed soil sample for examination and testing and to obtain relative density and consistency information. A standard 1.4-inch I.D./2-inch O.D. split-barrel sampler is driven three 6-inch increments with a 140 lb. hammer falling 30 inches. The hammer can either be of a trip, free-fall design, or actuated by a rope and cathead. The blow counts required to drive the sampler the final two increments are added together and designate the N-value defined in the above tables.

ROCK PROPERTIES

ROCK QUA	LITY DESIGNATION (RQD)	ROCK HARDNESS					
Percent RQD	Quality	Very Hard:	Rock can be broken by heavy hammer blows.				
0-25	Very Poor	Hard:	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.				
25-50	Poor	Moderately	Small pieces can be broken off along sharp edges by considerable				
50-75	Fair	Hard:	hard thumb pressure; can be broken with light hammer blows.				
75-90	Good	Soft:	Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure.				
90-100	Excellent	Very Soft:	Rock disintegrates or easily compresses when touched; can be hard to very hard soil.				

١		1 1 1 D 1 O D 1			Core Diameter	<u>Inches</u>
Ì	Recovery =	Length of Rock Core Recovered	X100	63 REC	BQ	1-7/16
	,	Length of Core Run		NQ	NQ	1-7/8
I				43 RQD	HQ	2-1/2
I	ROD =	Sum of 4 in, and longer Rock Pieces Recovered	X100			

SYMBOLS

KEY TO MATERIAL TYPES

Length of Core Run

	SOILS
Group Symbols	Typical Names
GW	Well graded gravel - sand mixture, little or no fines
GP	Poorly graded gravels or gravel - sand mixture, little or no fines
GM	Silty gravels, gravel - sand silt mixtures
GC	Clayey gravels, gravel - sand - clay mixtures
sw	Well graded sands, gravelly sands, little or no fines
SP	Poorly graded sands or gravelly sands, little or no fines
SM	Silty sands, sand - silt mixtures
sc	Clayey sands, sand - clay mixtures
ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts
OL	Organic silts and organic silty clays of low plasticity
CL	Inorganic clays of low range plasticity, gravelly clays, sandy clays, silty clays, lean clays
МН	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
СН	Inorganic clays of high range plasticity, fat clays

	ROCKS
Symbols	Typical Names
	Limestone or Dolomite
	Shale
	Sandstone

N:	Stan	dard Penetration, BPF						
M:	Mois	ture Content, %						
LL:	Liqui	Liquid Limit, %						
PI:	Plas	Plasticity Index, %						
Qp:	Pock	Pocket Penetrometer Value, TSF						
Qu:		Unconfined Compressive Strength Estimated Qu, TSF						
γ_D:	Dry Unit Weight, PCF							
F:	Fines Content							
SAMPLING SYMBOLS								
	SS	Split Spoon Sample						
	9	Relatively Undisturbed Sample						
	Core 1	Rock Core Sample						

SOIL PROPERTY SYMBOLS

EXHIBIT H DIRECTIONS TO WCF SITE

Driving Directions to Proposed Rose Honey Tower Site

- Beginning at the offices of the Butler County Clerk located at 110 North Main Street, Morgantown, KY, head southwest on North Main Street and travel approximately 2.1 miles.
- Continue onto US-231 South / Bowling Green Road and travel approximately 0.7 miles.
- 3. Turn right onto KY-79 S/ Russellville Rd and travel approximately 3.3 miles.
- 4. Make a sharp right onto Hub Phelps Road and travel less than 0.01 miles.
- 5. The site will be on the left at 27 Hub Phelps Road in Morgantown, KY.
- 6. The site coordinates are
 - a. North 37 deg 09 min 04.86 sec
 - b. West 86 deg 43 min 06.53 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069

Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I COPY OF REAL ESTATE AGREEMENT

Market: Evansville Cell Site Number: KYL03672 Cell Site Name: Rose Honey Fixed Asset Number: 13800756

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 William Scott Coleman and Salena Coleman, a married couple, having a mailing address of 1896 Russellville Road, Morgantown, KY 42261 ("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").

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 27 Hub Phelps Road, Morgantown, KY 42261, in the County of Butler, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached Exhibit 1 (the "Premises"), for the placement of Tenant's Communication Facility.
- (b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning 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 forty five (45) 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 no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."
- (d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

- (e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.
- (f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.
- 2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

TERM.

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

- (a) Commencing on the first day of the month following the date that Tenant commencess construction (the "Rent Commencement Date"). Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
- (b) In year one (1) of each Extension Term, the monthly Rent will increase by 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.

APPROVALS.

- 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 per occurrence and general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:
 - (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;
 - (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
 - (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.
- (b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):
 - (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like:
 - (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
 - (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

- (a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- (b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- (d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

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.

- 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 of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
- (c) The indemnifications of this Section 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. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord 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.

Tenant, as liquidated damages and not as a penalty.

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

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.
- Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord. Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination. Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.
- (e) 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) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period. Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- (b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 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.
- ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.
- 17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #KYL03672; Cell Site Name: Rose Honey (KY)

Fixed Asset No.: 13800756 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC

Attn: Legal Department

Re: Cell Site #KYL03672; Cell Site Name: Rose Honey (KY)

Fixed Asset No.: 13800756

208 S. Akard Street Dallas, TX 75202-4206 The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Scott and Salena Coleman

1896 Russellville Road Morgantown, KY 42261

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

TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and

assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

- (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.
- (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- (d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- (e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 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 #KYL03672; Cell Site Name: Rose Honey (KY)

Fixed Asset No: 13800756 575 Morosgo Drive NE 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. SALE OF PROPERTY

- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Landlord, at any time during the Term of this Agreement, decides to rezone or 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.
- (l) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
- (m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.
- (n) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]

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

	"LANDLORD"
	William Scott Coleman and Salena Coleman By: When Scott Coleman Print Name: William Scott Coleman Its: Owner Date: 1-10-3077
	By: Salena Coleman Its: Owner Date: /-/E-//
LANDLORD ACK	NOWLEDGMENT
STATE OF KENTUCKY)) ss: COUNTY OF BUTLER) On the day of 2016 before Salena Coleman, who acknowledged under oath, that he instrument, and that he/she/they executed the same in he of the Landlord for the purposes therein contained.	
	Notary Public: My Commission Expires: 6 144//

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

Its: Manager

Print Name: Russell Barakat Its: Area Manager – TN/KY

Date: 3/23/17

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)	
) ss:	
COUNTY OF JEFFERSON)	
No.		

On the 33 day of 1, 2016, before me personally appeared Russell Barakat and acknowledged under oath that he is the Area Manager – TN/KY 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: Kathy W. M. (aughling)
My Commission Expires: 10 24 2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _1__ of _5__

The Property is legally described as follows: DB 199, Pg. 112

TRACT ONE

A parcel of land located South of Morgantown Ky, along H.Phelps Road more particularly described as follows;

 Unless stated otherwise, any monument referred to herein as an iron pin set is a set 1/2" in, rebar, 18" in, length with a plastic cap stamped "Wheeler 2508", All bearings stated herein are based on Magnetic North observed 01-2007.

Beginning on a set iron pin in the West R/W of H.Phelps Roud lying 20' from centerline, and corner to Tract 4 of this division, said point being the POINT OF BEGINNING;

Thence leaving the R/W and with Tract 4, South81 Deg 39 Min 36 SecWest, a distance of 173.26 ft. to a set iron pin;

Thence South10 Deg 45 Min 48 SecEast, a distance of 224.18 ft. to a set from pin, corner to Truet 4 and in the line of Norred (182/123);

Thence with their line, South 69 Deg 08 Min 26 Sec West, a distance of 1055.19 ft. to a set iron pin;

Thence S 26 deg 20 min 41 sec E, a distance of 441.46 ft. to a set from pin, corner to Ward (178/047);

Thence S 71 deg 32 min 13 sec W, a distance of 1092.37 fl. to a 36" White Oak with 3 backs in the line of Justice (155/553);

Thence with Justice, generally following an old fence, N 03 deg \$4 min 17 sec E, a distance of 707.54 ft. to a set iron pin;

Thence N 04 deg 51 min 25 sec E, a distance of 1503.32 ft. to a set iron pin; Thence N 02 deg 00 min 35 sec E, a distance of 278.25 ft. to a set iron pin near a large sycamore in the fence;

Thence N 06 deg 01 min 25 sec W, a distance of 338.28 ft., passing an axle at 318.28' to a set iron pin in the South R/W of H. Phelps Road, lying 20' therefrom;

Thence along the R/W of the road with a non-tangent curve to the right, concave to the south, having a radius of 113.49 ft. a central angle of 27 deg 10 min 09 sec, and a chord of 53.31 ft. bearing N 69 deg 21 min 46 sec E:

Thence Northeast along said curve, a distance of 53.82 ft.;

Thence N 82 deg 30 min 19 sec E, a distance of 103.21 ft. to the point of curvature of a non-tangent curve, concave to the north, having a radius of 557.73 ft. a central angle of 16 deg 44 min 29 sec, and a chord of 162.39 ft. bearing N 74 deg 41 min 50 sec E; Thence East along said curve, a distance of 162.97 ft.;

Thence N 66 deg 55 min 18 sec E, a distance of 105.49 ft.;

Thence N 65 deg 59 min 00 sec E, a distance of 314.56 ft. to a set from pin in the R/W of the road;

Thence continuing with the road, N 64 deg 38 min 59 sec E, a distance of 69.83 ft. to the point of curvature of a non-tangent curve, concave to the south, having a radius of 322.34 ft. a central angle of 30 deg 50 min 07 sec, and a chord of 171.39 ft. bearing N 76 deg 24 min 05 sec E;

Thence Northeast along said curve, a distance of 173.48 ft.;

Thence S 88 deg 20 min 22 sec E, a distance of 365.71 ft. to the point of curvature of a non-tangent curve, concave to the southwest, having a radius of 113.03 ft. a central angle of 50 deg 07 min 46 sec, and a chord of 95.77 ft. bearing S 66 deg 43 min 35 sec E;

Thence East along said curve, a distance of 98.89 ft.;

Thence S 20 deg 06 min 29 sec E, n distance of 44.68 ft. to n set iron pin in the R/W of the road;

Thence continuing with the R/W, S 12 deg 32 min 17 sec E, a distance of 933.65 ft. to a set iron pin in the R/W;

Thence continuing with the R/W, S 12 deg 02 min 21 sec E, a distance of 98.87 R.;

Thence S 10 deg 15 min 24 sec E, a distance of 180,33 ft. to the point of curvature of a non-tangent curve, concave to the east, having a radius of 1756.11 ft. a central angle of 11 deg 59 min 43 sec, and a chord of 366.98 ft. bearing S 15 deg 10 min 20 sec E;

Thence South along said curve, a distance of 367.66 ft.;

Thence S 24 deg 42 min 43 sec E, a distance of 60.68 ft.;

Thence S 24 deg 39 min 44 sec E, a distance of 66.40 ft.;

Thence S 21 deg 28 min 41 sec E, a distance of 26.61 ft. to the POINT OF BEGINNING; said described tract containing 92.85 Acres, more or less.

The parties of the second part hereby agree that there is a private waterline running across the above described property to the property of Justice.

TRACT 2

Beginning on a set fron pin in the North R/W of H. Phelps Road, approximately 1875'in a Northwesterly direction from Ky. Hwy 79, corner to Haynes (126/532), said point being the POINT OF BEGINNING;

1. Thence with the R/W of the road, along a curve to the left, concave to the southwest, having a radius of 153.03 ft., a central angle of 50 deg 07 mln 46 sec, and a chord of 129.66 ft. bearing N 66 deg 43 mln 35 sec W;

Thence Northwest along the curve 133.89' to a set iron pin, corner to Haynes;

Thence leaving the R/W, N 88 deg 12 min 18 sec E, a distance of 108.44 ft. to a set iron pin;

Thence S 11 deg 06 min 04 sec E, a distance of 55.67 ft. to the POINT OF BEGINNING; said described tract containing 0.04 Acres, more or less

TRACT 3

A parcel of land located South of Morgantown, Ky. on H.Phelps Road near the intersection of Ky. Hwy 79, more particularly described as follows:

1. Unless stated otherwise, any monument referred to herein as an iron pin set is a set 1/2" in. rebar, 18" in. length with a plastic cap stamped "Wheeler 2508", All bearings stated herein are based on Magnetic North observed 01-2007.

Beginning on a set iron pin in the West R/W of H.Phelps Road, lying 20' from centerline and approximately 135' in a Northerly direction from the centerline intersection of H.Phelps Road with Ky. Hwy. 79, said point being the POINT OF BEGINNING;

Thence with said R/W, S 21 deg 28 min 41 sec E, a distance of 110.91 ft. to a set iron pin in the West R/W of Ky. Hwy. 79 and lying 35' from centerline;

Thence with said R/W, S 03 deg 27 min 46 sec W, a distance of 84.57 ft. to an existing iron pin, corner to Baucum (99/653);

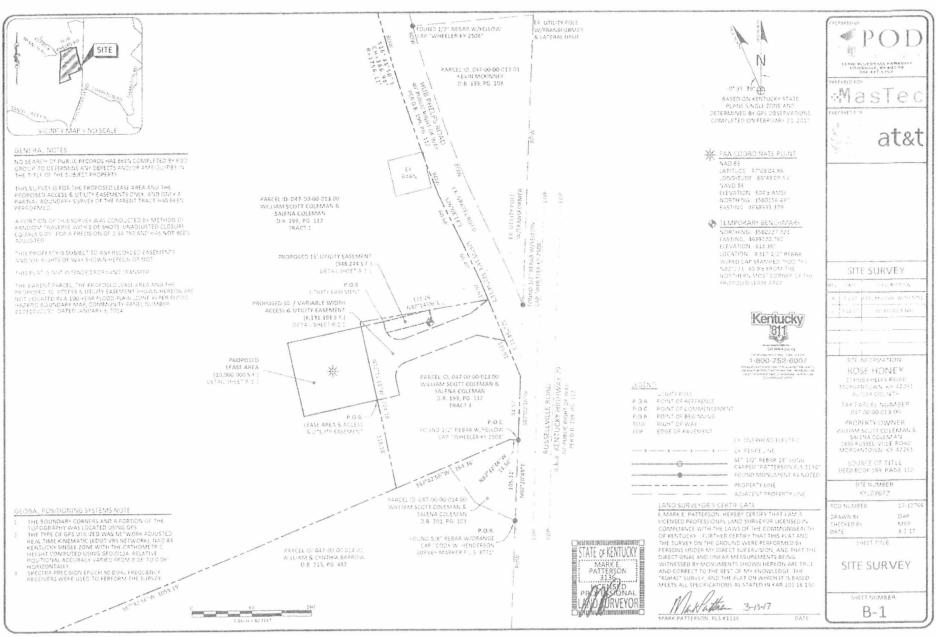
Thence leaving the R/W and with Baucum, N 86 deg 07 min 14 sec W, a distance of 11.50 ft. to an existing iron pin;

Thence continuing with Baucum and thereafter Norrod (182/123), S 69 deg 08 min 26 sec W, a distance of 164.36 ft. to a set iron pin in near a cross fence;

Thence leaving Norrod and severing the lands of Belcher, N 10 deg 45 min 48 sec W, a distance of 224,18 ft. to a set iron pin;

Thence N 81 deg 39 min 36 sec E, a distance of 173.26 ft. to the POINT OF BEGINNING; said described tract containing 0.86 Acres, more or less as per survey by Robert K. Wheeler, P.L.S. No. 2508 of Crowe - Wheeler & Associates.

Being a portion of the same land conveyed from Glen Belcher and Mac L. Belcher, husband and wife, to Kenneth E. Belcher, by deed dated October 14, 2003 and recorded in Deed Book 174, Page 522, in the records of the office of the Butler County Clerk.



William Scal Coloman

(alen Col)

EXHIBIT 11

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.

EXHIBIT 12 STANDARD ACCESS LETTER [FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

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.

Will Stat Cleve Scale Cole Landlord Signature

EXHIBIT J NOTIFICATION LISTING

Rose Honey - Notice List

Scott & Salena Coleman 1896 Russellville Rd Morgantown, KY 42261

William Scott & Salena Coleman 1896 Russellville Rd Morgantown, KY 42261

William & Cynthia Barrow 368 Sandy Creek Rd Morgantown, KY 42261

Scottie Ward 1375 Hidden Valley Dr Morgantown, KY 42261

Tommy & Rita Justice 745 Hub Phelps Rd Morgantown, KY 42261

Marvin D. & Gidget Davis 434 Kerrick Branch Rd Morgantown, KY 42261

Marvin D. & Gidget Davis 382 Kerrick Branch Rd Morgantown, KY 42261

Haynes Mary Alice Heirs 2969 Russellville Rd Morgantown, KY 42261

Cody & Cholla Givens 4502 Berrys Lick Rd Lewisburg, KY 42256

Harold & Amy Deweese 214 Helm Ln Morgantown, KY 42261

Kevin McKinney 442 Charlton Rd Morgantown, KY 42261 Carolyn Graham PO Box 53 Aberdeen, KY 42201

Richard Todd Gidcumb 2712 Russelville Rd Morgantown, KY 42261

Jeff & Lisa Coomes 3151 Russellville Rd Morgantown, KY 42261

Knight & Wolfe % Rolia Knight 1432 St James Ct Louisville, KY 40208

Michael D & Regina Martin PO Box 1333 Morgantown, KY 42261

David Norrod & Vicky Charlton 34 Charlton Rd Morgantown, KY 42261

EXHIBIT K COPY OF PROPERTY OWNER NOTIFICATION



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

Notice of Proposed Construction of Wireless Communications Facility Site Name: Rose Honey

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 27 Hub Phelps Road, Morgantown, Kentucky 42261 (37° 09' 04.86" North latitude, 86° 43' 06.53" 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 Butler County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2017-00331 in any correspondence sent in connection with this matter.

In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service to homes and businesses in the area. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies.

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 Rose Honey Tower Site

- Beginning at the offices of the Butler County Clerk located at 110 North Main Street, Morgantown, KY, head southwest on North Main Street and travel approximately 2.1 miles.
- Continue onto US-231 South / Bowling Green Road and travel approximately 0.7 miles.
- 3. Turn right onto KY-79 S/ Russellville Rd and travel approximately 3.3 miles.
- 4. Make a sharp right onto Hub Phelps Road and travel less than 0.01 miles.
- 5. The site will be on the left at 27 Hub Phelps Road in Morgantown, KY.
- 6. The site coordinates are
 - a. North 37 deg 09 min 04.86 sec
 - b. West 86 deg 43 min 06.53 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069

Telephone: 502-955-4400 or 800-516-4293

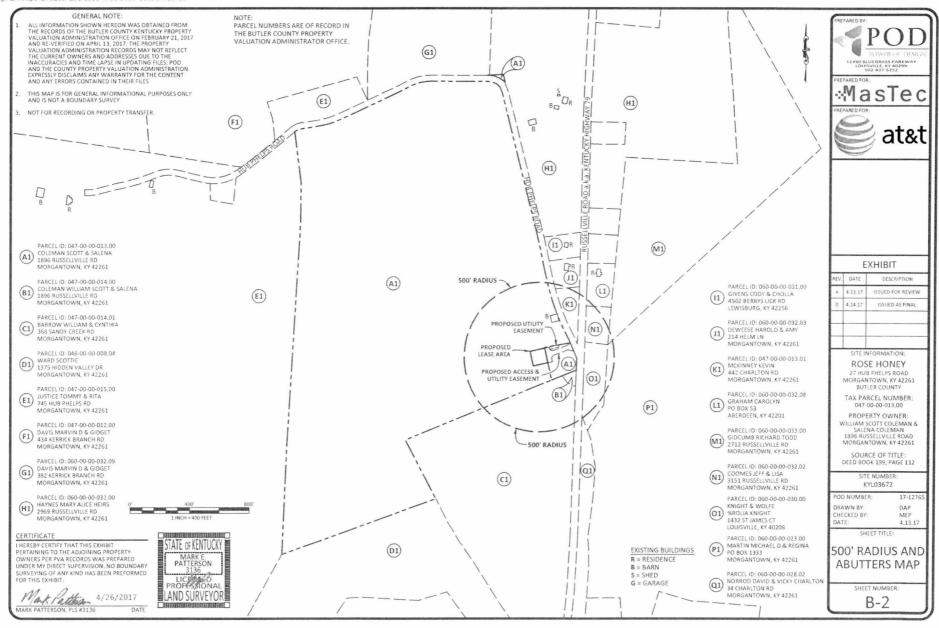


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

Hon. David Fields Butler County Judge Executive P.O. Box 626 Morgantown, KY 42261

RE:

Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2017-00331

Site Name: Rose Honey

Dear Judge Fields:

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 27 Hub Phelps Road, Morgantown, KY 42261 (37° 09' 04.86" North latitude, 86° 43' 06.53" 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 2017-00331 in any correspondence sent in connection with this matter.

In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service to homes and businesses in the area. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies.

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 Rose Honey Tower Site

- Beginning at the offices of the Butler County Clerk located at 110 North Main Street, Morgantown, KY, head southwest on North Main Street and travel approximately 2.1 miles.
- Continue onto US-231 South / Bowling Green Road and travel approximately 0.7 miles.
- 3. Turn right onto KY-79 S/ Russellville Rd and travel approximately 3.3 miles.
- 4. Make a sharp right onto Hub Phelps Road and travel less than 0.01 miles.
- 5. The site will be on the left at 27 Hub Phelps Road in Morgantown, KY.
- 6. The site coordinates are
 - a. North 37 deg 09 min 04.86 sec
 - b. West 86 deg 43 min 06.53 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069

Telephone: 502-955-4400 or 800-516-4293

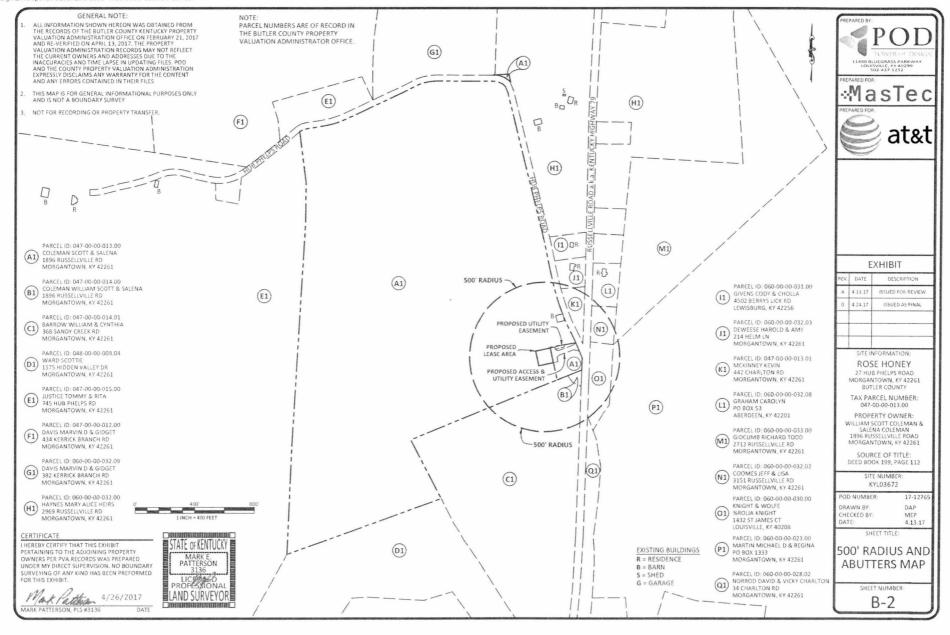


EXHIBIT M COPY OF POSTED NOTICES

SITE NAME: ROSE HONEY 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, a Delaware limited liability company, 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; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2017-00331 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, 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; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2017-00331 in your correspondence.

VIA TELEFAX: 270-526-3111

The Butler County Banner – Green River Republican Attn: Public Notice Ad Placement 120 E. Ohio Street Morgantown, KY 42261

RE: Legal Notice Advertisement

Site Name: Rose Honey

Dear Butler County Banner - Green River Republican:

Please publish the following legal notice advertisement in the next edition of *The Butler County Banner – Green River Republican*:

NOTICE

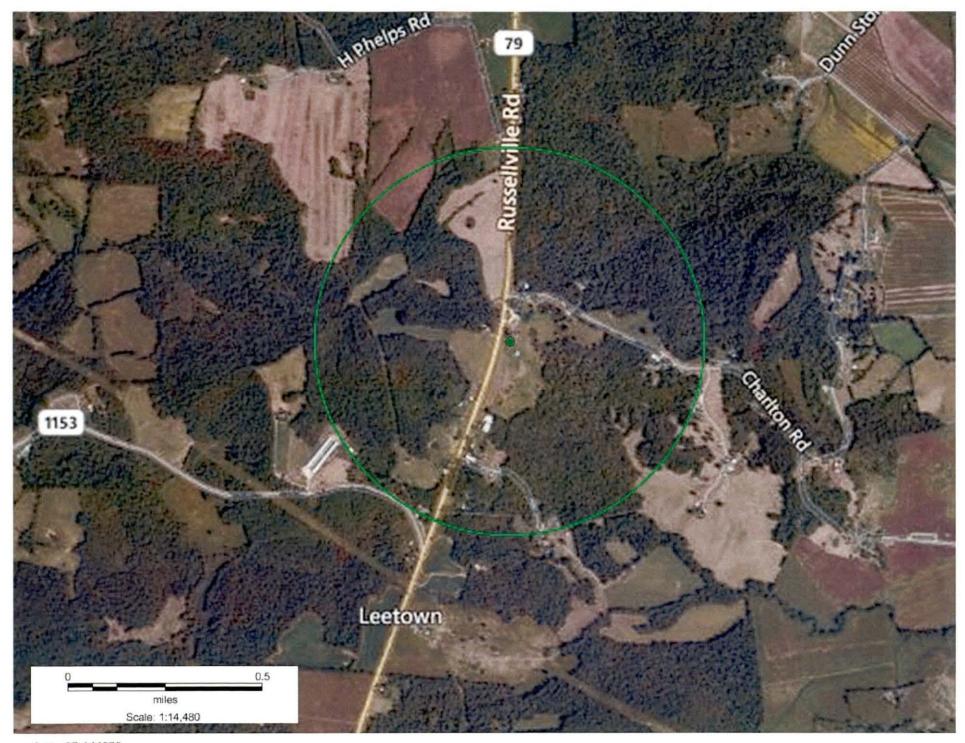
New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct wireless a new communications facility on a site located at 27 Hub Phelps Road, Morgantown, KY (37°09'04.86" North latitude, 86°43'06.53" 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 2017-00331 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



Lat: 37.144575 Lon: -86.717591 Radius: .5 miles

Rose Honey Search Area