COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

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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.: # 2017-00407
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF NICHOLAS)

SITE NAME: EAST UNION

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 3900 Upper Sharpsburg Road, Carlisle, Kentucky (38°14'53.17" North latitude, 83°58'14.92" 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 Shawn C. Becraft pursuant to a Deed recorded at Deed Book 118, Page 142 in the office of the Nicholas County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.
- 7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.
- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included

as part of Exhibit B.

- 9. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.
- 10. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.
- 11. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.
- 12. A copy of the 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 filing of the Application, and a copy of the posted text is attached as **Exhibit M**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.
 - 23. The general area where the proposed facility is to be located is rural. There

are no residential structures within 500' of the proposed tower site.

- 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 Relse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400 Telefax:

(502) 543-4410

Email: dpike@pikelegal.com

Attorney for New Cingular Wireless PCS, LLC

d/b/a AT&T Mobility

LIST OF EXHIBITS

A - FCC License Documentation

B - Site Development Plan:

500' Vicinity Map Legal Descriptions Flood Plain Certification

Site Plan

Vertical Tower Profile

C - Tower and Foundation Design

D - Competing Utilities, Corporations, or Persons List

E - FAA

F - Kentucky Airport Zoning Commission

G - Geotechnical Report

H - Directions to WCF Site

- Copy of Real Estate Agreement

J - Notification Listing

K - Copy of Property Owner Notification

L - Copy of County Judge/Executive Notice

M - Copy of Posted Notices

N - Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

REFERENCE COPY

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



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE WILSON NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1016 DALLAS, TX 75202

Call Sign KNKN956	File Number
Radio S	Service
CL - C	ellular
Market Numer	Channel Block
CMA450	B
Sub-Market	Designator

FCC Registration Number (FRN): 0003291192

_		Annual Control	5000000					
	Market Name Kentucky 8 - Mason							
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Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08-30-2011	06-13-2017	10-01-2021		

Site Information:

Location Latitude Longi	tude		round Elev leters)	4667	ructure Hg ieters)	t to Tip	Antenna St Registratio	
1 38-06-01.6 N 083-5	5-44.2 W	30	7.8	12	26.5		1059771	
Address: 3003 Maysville Road (7629)))		/					
City: MT. STERLING County: MC	ONTGOMI	ERY Sta	ate: KY	Construct	ion Deadlin	e:		
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	135.500	127.300	143.700	142.100	122.700	113.300	130.600	136.100
Transmitting ERP (watts)	154.900	65.100	5.300	0.700	0.309	0.400	10.100	78.000
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	135.500	127.300	143.700	142.100	122.700	113.300	130.600	136.100
Transmitting ERP (watts)	0.500	7.000	36.900	44.000	12.100	0.900	0.100	0.100
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	135.500	127.300	143.700	142.100	122.700	113.300	130.600	136.100
Transmitting ERP (watts)	24.700	18.300	22.700	33.500	103.700	99.000	126.600	69.600

Conditions:

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

Call Sign: KNKN956 File Number: Print Date:

Location Latitude Longi	tude		ound Eleva		ructure Hgt	to Tip	Antenna St	
2 38-11-09.0 N 083-2	5-12.0 W	,	eters) 7.0	57	ieters)		Registratio	n No.
Address: 1470 SOUTH TOLLIVER R			7.0	31	.9			
City: MOREHEAD County: ROW			onstruction	n Deadlin	ie:			
Antenna: 1 Azimuth (from true north)	-0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	116.000	104.400	127.300	125.300	124.700	174.000	174.600	156.000
Transmitting ERP (watts)	225.400	94.700	7.700	1.000	0.500	0.500	14.700	113.600
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	116.000	104.400	127.300	125.300	124.700	174.000	174.600	156.000
Transmitting ERP (watts)	2.500	46.700	306.900	397.600	115.300	6.500	0.800	0.900
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	116.000	104.400	127.300	125.300	124.700	174.000	174.600	156.000
Transmitting ERP (watts)	2.100	0.421	0.421	7.600	62.700	210.700	160.100	17.300
		MINA PROPERTY						
Location Latitude Longi	144	(m	ound Eleva eters)	(m	ructure Hgt	to Tip	Antenna St Registratio	5 75 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5
4 38-19-06.7 N 084-0	7-20.5 W	(m	all and	(m	U	to Tip		5 75 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5
4 38-19-06.7 N 084-0' Address: 1062 MAYSVILLE ROAD	7-20.5 W (76289)	(m 27	eters) 1.3	(m 12	neters)	to Tip	Registratio	5 75 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5 (5
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Call Sign: KNKN956	File	Number:			Print Date:					
Location Latitude Longing 5 38-41-03.8 N 084-0 Address: 275 SOUTH BLUE GRASS	Ground Elevation (meters) 281.0			tructure Hg neters) 27.1	•	Antenna Structure Registration No. 1043359				
City: Brooksville County: BRACK	EN Stat	te: KY	Construction	on Deadlir	ie: 12-30-20	14				
Antenna: 1 Azimuth (from true north		45	90	135	180	225	270	315		
Antenna Height AAT (meters) Transmitting ERP (watts)	169.000 133.400	167.500 148.800	126.700 43.700	147.100 24.400	165.400 0.300	152.500 9.100	139.700 50.100	174.500 148.800		
Antenna: 2 Azimuth (from true north	0	45	90	135	180	225	270	315		
Antenna Height AAT (meters) Transmitting ERP (watts)	169.000 12.200	167.500 80.800	126.700 162.200	147.100 168.800	165.400 105.900	152.500 30.400	139.700 22.400	174.500 8.400		
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315		
Antenna Height AAT (meters) Transmitting ERP (watts)	169.000 23.200	167.500 9.000	126.700 12.000	147.100 26.500	165.400 118.900	152.500 157.600		174.500 68.800		
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- 30-33-30.314 003-1		3	19.7	-			Registratio	n No.		
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Address: 803 HIGHWAY 546 STAT City: GARRISON County: LEWIS Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Location Latitude Long 10 38-01-26.0 N 083-5	E ROUTE 5 State: 0 94.800 129.000 0 94.800 73.300	3 10 (76299 KY Cor 45 131.000 114.600 45 131.000 21.400	19.7 90 101.600 117.300 90 101.600	Deadline: 135 71.200 36.300 135 71.200 144.400 ration St	1.0 12-30-2014 180 75.500 42.600 180 75.500	126.000 15.500 225 126.000 182.100	270 153.200 17.400 270 153.200	315 87.400 87.200 315 87.400 67.700		
Address: 803 HIGHWAY 546 STAT City: GARRISON County: LEWIS Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Location Latitude Long	E ROUTE 94.800 129.000 0 94.800 73.300 tude 7-08.0 W	3 10 (76299 KY Cor 45 131.000 114.600 45 131.000 21.400	90 101.600 117.300 90 101.600 29.200 round Elevanters)	Deadline: 135 71.200 36.300 135 71.200 144.400 vation St (n	1.0 12-30-2014 180 75.500 42.600 180 75.500 211.200 tructure Hgineters)	126.000 15.500 225 126.000 182.100 t to Tip	270 153.200 17.400 270 153.200 175.900 Antenna St Registratio 1042213	315 87.400 87.200 315 87.400 67.700		
Address: 803 HIGHWAY 546 STAT City: GARRISON County: LEWIS Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Location Latitude Long 10 38-01-26.0 N 083-5 Address: 2122 Levee Road (76302)	E ROUTE 94.800 129.000 94.800 73.300 tude 7-08.0 W	3 10 (76299 KY Cor 45 131.000 114.600 45 131.000 21.400	90 101.600 117.300 90 101.600 29.200 round Elevanters)	Deadline: 135 71.200 36.300 135 71.200 144.400 vation St (n	1.0 12-30-2014 180 75.500 42.600 180 75.500 211.200 tructure Hgmeters)	126.000 15.500 225 126.000 182.100 t to Tip	270 153.200 17.400 270 153.200 175.900 Antenna St Registratio 1042213	315 87.400 87.200 315 87.400 67.700		

Call Sign: KNKN956	File	Number:			Print Date:					
10 38-01-26.0 N	Longitude 083-57-08.0 W	(m	round Elements) 7.9		ructure Hg eters) .6	t to Tip	Antenna St Registratio 1042213			
Address: 2122 Levee Road (763) City: MT. STERLING County	02) y: MONTGOMI	ERY Sta	ate: KY	Constructi	on Deadlin	e: 12-30-2	2014			
Antenna: 2 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts)	92,500 0.100	45 100.200 0.200	90 119.400 1.800	135 105.700 14.400	180 123.200 23.200	225 97.900 14.400	270 77.600 1.500	315 85.000 0.100		
Antenna: 3 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts)	92.500 175.400	45 100.200 50.300	90 119.400 37.100	135 105.700 13.900	180 123.200 20.100	97.900 133.800	270 77.600 268.500	315 85.000 279.600		
		(m 40	round Ele neters) 05.1 Constructi	(m	ructure Hg eters) 3.1 e: 12-30-20	•	Antenna St Registratio 1042211			
Antenna: 1 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts)	178.500 240.300 north) 0 178.500 0.200	45 177.300 293.300 45 177.300 1.100 45 177.300 0.104	90 197.500 153.900 90 197.500 2.600 90 197.500 0.104	135 172.200 30.000 135 172.200 2.200 135 172.200 1.600	180 197.100 15.800 180 197.100 1.700 180 197.100 16.500	225 268.500 3.100 225 268.500 0.300 225 268.500 52.300	6.500 270 231.500 0.100 270	315 202.400 74.200 315 202.400 0.200 315 202.400 6.500		
13 38-32-02.2 N (Address: ROUTE 2 BOX 357A	Longitude 084-01-42.7 W (76309) ROBERTSON	(m	round Ele neters) 37.7 Y Const				Antenna St Registratio 1248707			
Antenna: 1 Azimuth (from true r Antenna Height AAT (meters) Transmitting ERP (watts)	north) 0 133.400 243.800	45 137.900 92.200	90 100.500 9.400	135 124.900 2.400	180 146.500 0.500	225 140.100 0.700	270 149.500 12.900	315 140.700 103.400		

Call Sign: KNKN956	File	e Number:			Print Date:					
Location Latitude Longii 13 38-32-02.2 N 084-0 Address: ROUTE 2 BOX 357A (7630	1-42.7 W	(m	ound Elev eters) 7.7		ructure Hg eters) 0	t to Tip	Antenna St Registratio 1248707			
City: MT. OLIVET County: ROBE		State: K	State: KY Construction Deadline: 12-30-2014							
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315		
Antenna Height AAT (meters)	133.400	137.900	100.500	124.900	146.500	140.100	149.500	140.700		
Transmitting ERP (watts)	1.400	30.900	155.600	213.600	45.400	4.800	1.700	0.600		
Antenna: 3 Azimuth (from true north)		45	90	135	180	225	270	315		
Antenna Height AAT (meters)	133.400	137.900	100.500	124.900	146.500	140.100		140.700		
Transmitting ERP (watts)	2.700	0.427	1.000	4.500	61.200	213.600	155.600	21.400		
Location Latitude Longi		(m	ound Elev eters)		ructure Hg eters)	t to Tip	Antenna St Registratio			
	0-24.3 W	28	1.3	142	2.0		1234091			
Address: 3530 TUCKAHOE ROAD (City: Maysville County: MASON	76310) State: K	Y Cons	truction D	eadline: 12	-30-2014					
Antenna: 1 Azimuth (from true north)		45	90	135	180	225	270	315		
Antenna Height AAT (meters) Transmitting ERP (watts)	176.600 178.600	204.400 199.300	178.600 58.500	144.800 32.700	138.700 0.400	142.800 12.100	135.200 67.100	167.500 199.300		
Antenna: 2 Azimuth (from true north)		45	90							
Antenna Height AAT (meters)	176.600			135	180	225	270	315		
Transmitting ERP (watts)	1.600	204.400 35.900	178.600 180.700	144.800 248.000	138.700 52.700	142.800 5.600	135.200 2.000	167.500 0.700		
Antenna: 3 Azimuth (from true north)		45	90	135	180	225	270	315		
Antenna Height AAT (meters)	176.600	204.400	178.600	144.800	138.700	142.800		167.500		
Transmitting ERP (watts)	1.500	0.305	0.305	5.500	45.400	152.700		12.500		
Location Latitude Longi 16 37-56-51.0 N 083-30	tude 6-24.0 W	(m	ound Eleveters)		ructure Hg eters)	t to Tip	Antenna St Registratio			
Address: 1158 COUNTY PARK ROA		170.7		80.			1072221			
City: FRENCHBURG County: ME		State: KY	Constru	iction Dead	dline: 12-30	0-2014				
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315		
()										
Antenna Height AAT (meters)	174.000	196.600	135.600	116.700	129.500	143.100		161.000		

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Call Sign: KNKN956	File	Number:			Print Date:					
	6-24.0 W	(m 39	ound Elev eters) 1.7	(1	tructure Hg meters) 6.6	to Tip	Antenna St Registratio 1042227			
Address: 1158 COUNTY PARK ROA City: FRENCHBURG County: ME) State: KY	Constru	iction De	adline: 12-30)-2014				
Antenna: 2 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true north)	174.000 20.500	45 196.600 136.000 45	90 135.600 272.900 90	135 116.700 284.100 135		225 143.100 51.100 225	270 146.500 37.700 270	315 161.000 14.100 315		
Antenna Height AAT (meters) Transmitting ERP (watts)	174.000 39.000	196.600 15.100	135.600 20.200	116.700 44.500		143.100 265.200	146.500	161.000 115.700		
Location Latitude Longitude Ground Elevation (meters) 17 38-43-27.3 N 083-59-05.2 W 284.7 60.7 Address: 1910 Dutch Road Ridge (101049) City: Augusta County: BRACKEN State: KY Construction Deadline: 12-30-2014										
Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	96.600 178.200 0 96.600 2.400	45 122.500 74.900 45 122.500 24.800 45 122.500 0.333	90 103.100 6.100 90 103.100 132.900 90 103.100 0.333	135 51.900 0.800 135 51.900 166.600 135 51.900 6.000	180 67.800 0.400 180 67.800 35.100 180 67.800 49.500	225 65.600 0.400 225 65.600 3.200 225 65.600 166.600	270 79.900 11.700 270 79.900 0.400 270 79.900 126.600	315 97.600 89.800 315 97.600 0.600 315 97.600 13.700		
Address: Off of SR # 10 (76295)	tude 6-23.4 W tate: KY	(m 32	round Elev eters) 1.0 ction Dead	(ı 1	tructure Hg meters) 19.5	to Tip	Antenna St Registratio 1206373			
Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 209.500 152.800	45 182.600 137.700	90 156.500 121.300	135 135.100 47.800	180 112.200 53.000	225 142.700 18.200	270 191.300 23.100	315 173.300 109.400		

Call Sign: KNKN956	File	e Number:			Print Date:				
Location Latitude Longitude 22 38-34-35.7 N 083-26-23.4 W		Ground Elevat (meters) 321.0		(m	tion Structure Hgt to Tip (meters) 119.5		Antenna Structure Registration No. 1206373		
Address: Off of SR # 10 (76295) City: Charters County: LEWIS	State: KY	Constru	ction Deac	lline:					
Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	209,500 0.800	45 182.600 2.700 45 182.600 2.200	90 156.500 44.500 90 156.500 0.441	135 135.100 178.100 135 135.100 0.700	180 112.200 160.300 180 112.200 11.700	225 142.700 24.700 225 142.700 93.600	2.800 270	315 173.300 0.700 315 173.300 83.500	
Location Latitude Longitude Ground Elevation (meters) Structure Hgt to Tip (meters) Registration No. 23 38-03-34.6 N 083-30-18.6 W 367.9 59.1 Address: 148 Dogwood Lane (76303) City: Salt Lick County: BATH State: KY Construction Deadline:									
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	164.600 86.100) 0 164.600 18.000	45 119.200 142.900 45 119.200 119.500 45 119.200 13.300	90 127.400 53.100 90 127.400 239.900 90 127.400 17.800	135 129.100 37.600 135 129.100 249.700 135 129.100 39.100	180 131.900 0.300 180 131.900 156.700 180 131.900 175.800	225 91.500 18.800 225 91.500 44.900 225 91.500 233.100	270 141.700 66.800 270 141.700 33.100 270 141.700 263.000	315 180.300 133.400 315 180.300 12.400 315 180.300 101.700	
		(m 38	round Elevaters) 2.2 struction D	(m 77.	ructure Hg eters) .1	to Tip	Antenna St Registratio 1252133		
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)) 0 193.100 205.100	45 167.300 86.100	90 141.100 7.000	135 121.100 0.900	180 166.700 0.410	225 178.600 0.500	270 195.900 13.400	315 185.900 103.300	

10/2

Call Sign: KNKN956	File Number:	Print Date:

Address: 377 WHISPERING PINE (85	-12.6 W 240)	(m 38	ound Eleva eters) 2.2	(n 77	ructure Hgt neters) 7.1	to Tip	Antenna St Registration 1252133	5.0 TO 170 TO TO TO 170
City: MEANS County: MENIFEE	State: K	Y Cons	truction D	eadline:				
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.100	167.300	141.100	121.100	166.700	178.600	195.900	185.900
Transmitting ERP (watts)	4.000	55.200	276.600	325.000	69.600	3.000	0.700	0.700
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.100	167.300	141.100	121.100	166.700	178.600	195.900	185.900
Transmitting ERP (watts)	1.900	0.400	0.400	6.900	57.000	191.800	145.700	15.700
Location Latitude Longitude 25 37-55-42.0 N 083-32- Address: MORT BOTTS ROAD (8524 City: DENNISON County: MENIFE	-46.4 W	(m 39	ound Eleve eters) 4.7 Constructio	(n 10	ructure Hgt neters) 05.2 ne:	t to Tip	Antenna St Registratio 1252134	
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	189.900	177.500	189.000	179.800	166.900	162.500	146.700	200.500
Transmitting ERP (watts)	310.500	126.400	6.600	1.300	0.621	1.100	20.100	166.600
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	189.900	177.500	189.000	179.800	166.900	162.500	146.700	200.500
Transmitting ERP (watts)	0.600	8.100	42.500	50.700	14.000	1.100	0.200	0.101
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	189.900	177.500	189.000	179.800	166.900	162.500	146.700	200.500
Transmitting ERP (watts)	1.700	0.334	0.334	6.000	49.700	167.000	126.900	13.700

Control Points:

Control Pt. No. 1

Address: 2601 Palumbo Drive

City: Lexington County: State: KY Telephone Number: (606)269-1050

Waivers/Conditions:

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

Call Sign: KNKN956 File Number: Print Date:

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

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE WILSON NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1016 DALLAS, TX 75202

Call Sign KNLH398	File Number	
Radio	Service	
CW - PCS	Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 04-14-2017	Effective Date 06-14-2017	Expiration Date 04-28-2027	Print Date
Market Number BTA252	Channe I	el Block	Sub-Market Designator
	Market Lexingto		
1st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE WILSON NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1016 DALLAS, TX 75202

Call Sign WPOI255	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 05-27-2015	Effective Date 06-14-2017	Expiration Date 06-23-2025	Print Date
Market Number Char MTA026		el Block	Sub-Market Designator
	Market Louisville-Lexin		
st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

Call Sign: WPOI255 File Number: Print Date:

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

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

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

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

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

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE WILSON NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1016 DALLAS, TX 75202

Call Sign WQGD755	File Number 0007761932
AW - AWS (17	Service 10-1755 MHz and
2110-21	155 MHz)

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 09-05-2017	Expiration Date 12-18-2021	Print Date 09-28-2017
Market Number BEA047	Channe	el Block	Sub-Market Designator
	Market Lexington, KY		
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

EXHIBIT B

SITE DEVELOPMENT PLAN:

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





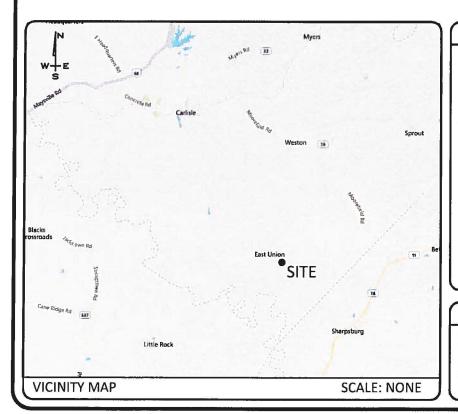
SITE NAME:

EAST UNION

SITE NUMBER:

KYL05502

PROPOSED RAW LAND SITE WITH NEW 255' SELF-SUPPORT TOWER W/ 15' LIGHTNING ARRESTOR AND INSTALLATION OF AN 80" x 80" WALK-IN CABINET ON A PLATFORM & DIESEL GENERATOR ON A PLATFORM



DRIVE DIRECTIONS FROM NICHOLAS COUNTY CLERK, 125 E MAIN ST, CARLISLE, KY 40311: HEAD EAST ON E MAIN ST TOWARD N BROADWAY ST 0.4 MI FURN RIGHT ONTO STATE HWY 1285/E UNION ROAD 6.4 MI TURN RIGHT ONTO KY-57 N 0.3 MI TURN LEFT ONTO UPPER SHARPSBURG RD 0.1 MI ARRIVE AT SITE, ON THE LEFT

SITE WORK:

ZONING DRAWINGS FOR: CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.

SITE WORK: NEW SELF-SUPPORT TOWER, UNMANNED WALK-IN CABINET ON A STEEL PLATFORM, GENERATOR ON A STEEL PLATFORM, AND UTILITY INSTALLATIONS.

PROJECT INFORMATION

COUNTY: NICHOLAS

APPLICANT:

SITE ADDRESS: 3900 UPPER SHARPSBURG RD

CARLISLE, KY 40311

NEW CINGULAR WIRELESS, PCS, LLC, A DELAWARE LIMITED LIABILITY

COMPANY D/R/A ATRT MORILITY **601 WEST CHESTNUT STREET**

LATITUDE: LONGITUDE: 83° 58' 14.92"

1-800-752-6007

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO [2] WORKING DAYS BEFORE COMMENCING WORK

SHEET INDEX

TITLE SHEET & PROJECT INFORMATION

SITE SURVEY SITE SURVEY

B-1.2 B-1.3 B-2 SITE SURVEY 500' RADIUS AND ABUTTERS MAP

OVERALL SITE LAYOUT OVERALL SITE LAYOUT -CONT'D TOWER ELEVATION

CONTACT INFORMATION

FIRE DEPARTMENT

CARLISLE VOLUNTEER FIRE DEPARTMENT PHONE: (859) 289-3720

POLICE DEPARTMENT PHONE: (859) 289-3740

ELECTRIC COMPANY LG&E AND KU ENERGY LLC PHONE: (502) 627-2000

TELEPHONE COMPANY

PHONE: (210) 821-4105

BUILDING CODES AND STANDARDS

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

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
- 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 AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT



ZONING **DRAWINGS**

REV DATE DESCRIPTION A 9.26.17 ISSUED FOR REVIEW B 10.3.17 TOWER DESIGN 0 | 10.10.17 | ISSUE AS FINAL

SITE INFORMATION:

EAST UNION 3900 UPPER SHARPSBURG RD.

CARLISLE, KY 40311 NICHOLAS COUNTY

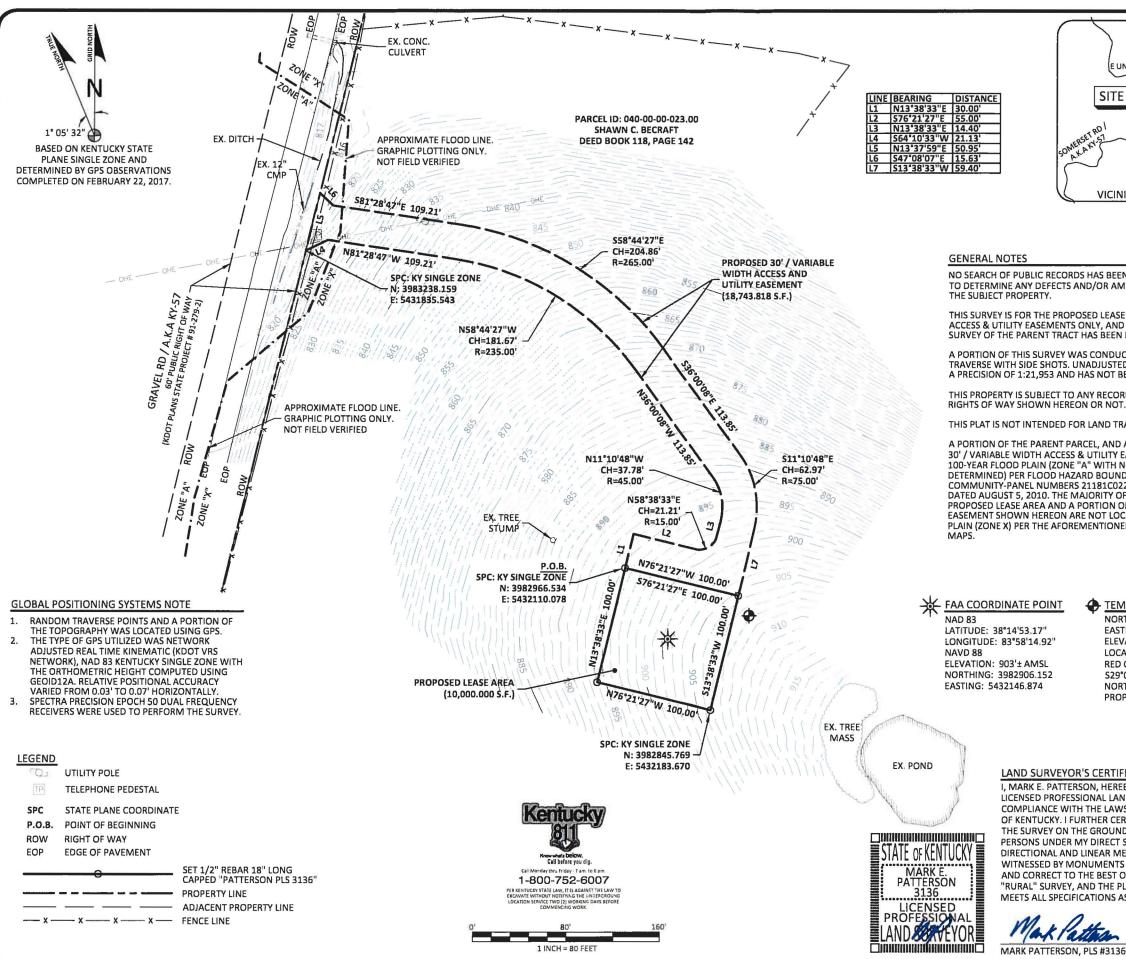
SITE NUMBER:

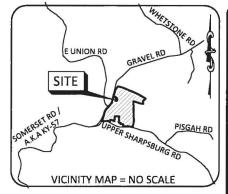
KYL05502 POD NUMBER: 17-12781

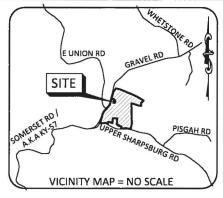
CHECKED BY: 8.14.17 DATE:

TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:







GENERAL NOTES

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.08', FOR A PRECISION OF 1:21,953 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

A PORTION OF THE PARENT PARCEL, AND A PORTION OF THE PROPOSED 30" / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ARE LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE "A" WITH NO BASE FLOOD ELEVATIONS DETERMINED) PER FLOOD HAZARD BOUNDARY MAPS, COMMUNITY-PANEL NUMBERS 21181C0225C & 21181C0150C, BOTH DATED AUGUST 5, 2010. THE MAJORITY OF THE PARENT PARCEL, THE PROPOSED LEASE AREA AND A PORTION OF THE ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER THE AFOREMENTIONED FLOOD HAZARD BOUNDARY

* FAA COORDINATE POINT

LATITUDE: 38°14'53.17" LONGITUDE: 83°58'14.92" ELEVATION: 903'± AMSL NORTHING: 3982906.152

TEMPORARY BENCHMARK

NORTHING: 3982925.967 EASTING: 5432216.732 ELEVATION: 907.86' LOCATION: SET 1/2" REBAR W/ RED CAP STAMPED "POD TRAV" S29°09'E 19.5'± FROM THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA.

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.



10/10/2017

DATE

MasTec

at&t

SITE SURVEY

REV.	DATE	DESCRIPTION
Α	3.21.17	PRELIM ISSUE
0	3.31.17	ISSUED AS FINAL
_		

SITE INFORMATION:

EAST UNION

3900 UPPER SHARPSBURG RD. CARLISLE, KY 40311 **NICHOLAS COUNTY**

TAX PARCEL NUMBER: 040-00-00-023.00

PROPERTY OWNER: SHAWN C. BECRAFT 3750 UPPER SHARPSBURG ROAD CARLISLE, KY 40311

SOURCE OF TITLE: DEED BOOK 118, PAGE 142

> SITE NUMBER: KYL05502

POD NUMBER: 17-12783 DRAWN BY: RAE/ADM

CHECKED BY: DATE: 3.20.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

B-1

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO SHAWN C. BECRAFT AS RECORDED IN DEED BOOK 118, PAGE 142, PARCEL ID: 040-00-00-023.00, 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

BEGINNING AT A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", BEING THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3982966.534 & E:5432110.078, ON THE PROPERTY CONVEYED TO SHAWN C. BECRAFT AS RECORDED IN DEED BOOK 118, PAGE 142, PARCEL ID: 040-00-00-023.00; THENCE WITH THE NORTH LINE OF THE PROPOSED LEASE AREA, S76°21'27"E 100.00' TO A SET IPC IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA; THENCE VALUE OF N:3982845.769 & E:5432183.670; THENCE N13°38'33"E 100.00' TO A SET IPC HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3982845.769 & E:5432183.670; THENCE N76°21'27"W 100.00' TO A SET IPC; THENCE N13°38'33"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED FEBRUARY 22, 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 SHAWN C. BECRAFT AS RECORDED IN DEED BOOK 118, PAGE 142, PARCEL ID: 040-00-00-023.00, 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 22, 2017.

BEGINNING AT A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", BEING THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3982966.534 & E:5432110.078, ON THE PROPERTY CONVEYED TO SHAWN C. BECRAFT AS RECORDED IN DEED BOOK 118, PAGE 142, PARCEL ID: 040-00-023.00; THENCE N13°38'33"E 30.00' TO A POINT; THENCE S76°21'27"E 55.00' TO A POINT; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N58°38'33"E 21.21' TO A POINT; THENCE N13°38'33"E 14.40' TO A POINT; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 45.00', N11°10'48"W 37.78' TO A POINT; THENCE N36°00'08"W 113.85' TO A POINT; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', N58°44'27"W 181.67' TO A POINT; THENCE N81°28'47"W 109.21' TO A POINT; THENCE S64"10'33"W 21.13' TO A POINT IN THE WEST LINE OF SAID BECRAFT, SAID POINT ALSO BEING IN THE S64°10'33"W 21.13' TO A POINT IN THE WEST LINE OF SAID BECRAFT, SAID POINT ALSO BEING IN THE EAST RIGHT OF WAY LINE OF GRAVEL RD, SAID POINT HAVING STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3983238.159 & 5431835.543; THENCE WITH THE EAST RIGHT OF WAY LINE OF GRAVEL RD, AND THE WEST LINE OF SAID BECRAFT, N13°37'59"E 50.95' TO A POINT; THENCE LEAVING THE EAST RIGHT OF WAY LINE OF GRAVEL RD AND LEAVING THE WEST LINE AND TRAVERSING THE LAND OF BECRAFT, S47°08'07"E 15.63' TO A POINT; THENCE S81°28'47"E 109.21' TO A POINT; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', S58°44'27"E 204.86' TO A POINT; THENCE S36°00'08"E 113.85' TO A POINT; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S11°10'48"E 62.97' TO A SET IPC IN THE NORTH LINE OF THE PROPOSED LEASE ABEA: THENCE WITH THE NORTH LINE OF THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH THE NORTH LINE OF THE PROPOSED LEASE AREA, N76°21'27"W 100.00' TO THE POINT OF BEGINNING CONTAINING 18,743.818 SQUARE FEET AS PER SÚRVEY BY MARK E. PATTERSON, PLS #3136 DATED FEBRUARY 22, 2017.



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.

MARK PATTERSON, PLS #3136

10/10/2017

DATE

11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 502-437-5252 ⊹MasTec



SITE SURVEY

	REV.	DATE	DESCRIPTION
)(3	Α	3.21.17	PRELIM ISSUE
	D	3.31.17	ISSUED AS FINAL

SITE INFORMATION:

EAST UNION

3900 UPPER SHARPSBURG RD. CARLISLE, KY 40311 NICHOLAS COUNTY

TAX PARCEL NUMBER: 040-00-00-023.00

PROPERTY OWNER: SHAWN C. BECRAFT 3750 UPPER SHARPSBURG ROAD CARLISLE, KY 40311

SOURCE OF TITLE: DEED BOOK 118, PAGE 142

> SITE NUMBER: KYL05502

POD NUMBER: 17-12783 DRAWN BY RAE/ADM CHECKED BY: MEP 3.20.17

DATE:

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

PARENT PARCEL LEGAL DESCRIPTION - DEED BOOK 118, PAGE 142 (NOT FIELD SURVEYED)

A CERTAIN LOT OR PARCEL OF LAND LYING AND BEING IN NICHOLAS COUNTY, KENTUCKY, AT THE VILLAGE OF EAST UNION, ON THE LINE OF THE CARLISLE AND EAST UNION TURNPIKE OPPOSITE THE END OF WHAT IS KNOWN AS THE CLARK ROUTE ROAD AND BOUNDED AND ABUTTED ON THE SOUTH, WEST AND NORTH BY THE LAND OF WILLIAM NEWELL AND AGNES NEWELL (NOW E. G. STEPHENSON), AND ON THE EAST BY SAID TURNPIKE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF THE CARLISLE AND EAST UNION TURNPIKE ROAD OPPOSITE THE LOT OF JOHN BUNTIN AND CORNER TO OTHER LAND OF WILLIAM NEWELL (NOW STEPHENSON); THENCE, IN A WESTERN DIRECTION WITH THE LINE OF WILLIAM NEWELL'S LAND (NOW STEPHENSON) AND FIVE (5) FEET NORTH OF AND PARALLEL TO WILLIAM NEWELL'S BLACKSMITH SHOP 45 FEET TO A POINT IN THE LAND OF WILLIAM NEWELL (NOW STEPHENSON); THENCE, AT A RIGHT ANGLE IN A NORTHERN DIRECTION ON A LINE PARALLEL WITH SAID TURNPIKE 25 FEET TO ANOTHER POINT IN THE LAND OF WILLIAM NEWELL (NOW STEPHENSON); THENCE, IN AN EASTERN DIRECTION PARALLEL WITH THE FIRST LINE HEREIN MENTIONED 45 FEET TO THE CENTER OF SAID TURNPIKE; THENCE, IN A SOUTHERN DIRECTION WITH THE MIDDLE OF SAID TURNPIKE 25 FEET TO THE POINT OF BEGINNING, CONTAINING 1125 SQUARE FEET.

THREE CERTAIN TRACTS OR PARCELS OF LAND LYING, BEING AND SITUATED IN NICHOLAS COUNTY, KENTUCKY, AND MORE PARTICULARLY

BEGINNING IN THE CENTER OF THE CARLISLE AND SHARPSBURG TURNPIKE (CLARK ROUTE) CORNER TO C. B. MCCARTY: THENCE. WITH THE ROAD AS FOLLOWS: N 73 W 26 FEET: N 80 W 429 FEET: S 86 1/2 W 592 FEET TO A POINT IN THE CENTER OF SAID ROAD AND CORNER TO HARMON SCOTT'S HEIRS; THENCE, LEAVING THE ROAD WITH SCOTT'S LINE N 4 1/2 E 1049.4 FEET; N 86 1/2 W 1810.2 FEET; S 3 W 612.48 FEET TO A POINT ON THE SSIDE OF THE CARLISLE AND SHARPSBURG TURNPIKE (CLARK ROUTE); THENCE, WITH SAID ROAD N 61 W 95.7 FEET; S 83 1/2 W 566.3 FEET TO THE JUNCTION OF THE ROADS; THENCE, WITH THE CENTER OF THE CARLISLE AND EAST UNION TURNPIKE N 8 1/2 E 792 FEET; N 29 E 759 FEET; N 41 E 693 FEET; N 26 E 118.8 FEET; N 13 1/2 E 1122 FEET; N 22 1/2 E 264 FEET; N 30 1/4 E 415.8 FEET TO A POINT IN THE CENTER OF SAID ROAD IN LINE OF SAME AND CORNER TO ELIZABETH JANE BUNTIN; THENCE, LEAVING THE ROAD WITH MRS. BUNTIN'S LINE S 83 E 421 FEET; S 67 1/2 E 1485 FEET; S 30 1/2 W 947.76 FEET; S 75 E 434 FEET; TO A SET FENCE POST COMER TO C. B. MCCARTY; S 2 E 2150 FEET TO A LARGE ELM TREE; THENCE S 13 W 691 FEET TO THE POINT OF BEGINNING, CONTAINING 175.62 ACRES, MORE OR LESS.

BEGINNING AT A SET STONE IN A BRANCH COMER TO THE DOWER TRACT IN THE DIVISION OF THE LANDS OF HANNON SCOTT, DECEASED, AND G. W. BRAMBLETT'S LINE; THENCE, WITH SAID BRAMBLET'S LINE N 86 1/2 W 363 FEET TO A HEDGE TREE COMER TO GEORGE SCOTT'S SHARE IN SAID DIVISION; THENCE WITH SAID GEORGE SCOTT'S LINE S 10 E 336.6 FEET TO A SET STONE COMER TO SAID GEORGE SCOTT; THENCE S 15 1/4 E 468.6 FEET TO A SET STONE CORNER TO SAME; THENCE S 25 1/2 W 93.72 FEET TO A SET STONE ON THE SOUTH SIDE OF TURNPIKE COMER TO SAME IN G. W. BRAMBLET'S LINE; THENCE, WITH THE SAID BRAMBLETT'S LINE S 61 E 204.6 FEET TO A SET STONE CORNER TO THE DOWER IN SAID DIVISION LINE; THENCE, WITH THE LINE OF THE DOWER N 2 1/4 953.7 FEET TO THE BEGINNING, CONTAINING 5.06 ACRES, MORE OR LESS.

BEGINNING AT A BLACK LOCUST TREE CORNER TO J. C. B. SCOTT'S SHARE IN THE DIVISION OF THE LANDS OF HARMON SCOTT, DECEASED, AND IN G. W. BRAMBLET'S LINE; THENCE, WITH SAID BRAMBLET'S LINE N 86 1/2 W 213.18 FEET TO A HEDGE TREE A COMER TO THE DOWER IN SAID DIVISION; THENCE, WITH THE LINE OF THE DOWER \$ 2 1/4 W 1072.5 FEET TO A SET STONE ON THE SOUTH SIDE OF THE TURNPIKE CORNER TO THE DOWER IN G. W. BRAMBLET'S LINE; THENCE WITH SAID BRAMBLET'S LINE S 73 1/2 E 223.08 FEET TO A SET STONE CORNER TO J. C. B SCOTT'S SHARE IN SAID DIVISION; THENCE WITH SAID J. C. B. SCOTT'S LINE N 2 1/4 E 1118.7 FEET TO THE BEGINNING, CONTAINING 5.5 ACRES,

THERE IS EXCEPTED AND NOT HEREIN CONVEYED FROM THE ABOVE DESCRIBED TRACT NO. II PARCEL 3, THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN NICHOLAS COUNTY, KENTUCKY, AND BEING LOCATED ON THE NORTH SIDE OF THE SHARPSBURG ROAD AND APPROXIMATELY 0.5 MILE EAST OF THE INTERSECTION OF KY 57 AND THE SHARPSBURG ROAD AND MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL PIN EXISTING AT THE NORTHEAST PROPERTY CORNER OF THE RUSSELL AND MARGIE SEXTON (DB 70, PG 254) COMER TO EVERETT BECRAFT AND TRACT NO. II, PARCEL 3 OF THE VICE AND BECRAFT PROPERTY (DB 82, PG 785) AND SEVERING PARCEL 3; THENCE NORTH 81 DEG 13' 58" WEST, A DISTANCE OF 213.630 FEET TO A PIN CORNER TO ROGER CROUCH (DB 73,PG 375) AND WITH CROUCH NORTH 03 DEG 26' 51" EAST, A DISTANCE OF 41.754 FEET TO A PIN SET CORNER TO PARCEL 3 REMAINING AND LÉAVING CROUCH AND WITH PARCEL 3 SOUTH 87 DEG. 04' 40" EAST A DISTANCE OF 209.547 FEET TO A PIN SET COMER TO EVERETT BECRAFT AND WITH SAID BECRAFT SOUTH 00 DEG 35' 12" WEST, A DISTANCE OF 63.561 FEET TO THE POINT OF BEGINNING, AND BEING SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, ETC, OF RECORD OR OTHERWISE, CONTAINING 0.25 ACRES, MORE OR LESS,

THE ABOVE EXCEPTION IS THE SAME PROPERTY CONVEYED TO RUSSELL SEXTON AND WIFE, BY DEED FROM W. C. VICE AND WIFE, AND BUDDY R. BECRAFT AND WIFE, DATED JANUARY 13,1997, OF RECORD IN DEED BOOK 96, PAGE 301, NICHOLAS COUNTY CLERKS OFFICE.

THERE IS EXCEPTED AND NOT HEREIN CONVEYED FROM THE ABOVE DESCRIBED TRACT NO. II PARCELS 2 AND 4, THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN NICHOLAS COUNTY, KENTUCKY, AND BEING LOCATED ON THE NORTH SIDE OF THE SHARPSBURG ROAD AND APPROXIMATELY 0.2 MILE EAST OF THE INTERSECTION OF KY 57 AND THE SHARPSBURG ROAD AND MORE

BEGINNING AT A STEEL PIN SET IN THE NORTH RIGHT OF WAY OF THE SHARPSBURG ROAD CORNER TO TRACT 2 PARCEL 4, AND LEAVING SAID RIGHT OF WAY AND SEVERING TRACT 2 PARCEL 4 (BECRAFT AND VICE DB 82 PG 785) NORTH 06 DEG 38' 01" WEST, A DISTANCE OF 281.782 FEET TO A PIN SET SOUTH 72 DEG 34' 00" EAST, A DISTANCE OF 541.548 FEET TO A PIN SET COMER TO ROGER CROUCH (DB 70, PG 254) AND LEAVING BECRAFT AND VICE AND WITH CROUCH SOUTH 02 DEG. 22' 18" WEST, A DISTANCE OF 187.029 FEET TO A PIN SET CORNER TO JAMES BECRAFT AND LEAVING SAID CROUCH AND WITH JAMES BECRAFT NORTH 72 DEG. 15' 49" WEST, A DISTANCE OF 282.134 FEET TO A PIN SET; SOUTH 26 DEG. 26' 30" WEST, A DISTANCE OF 115.422 FEET TO A PIN SET IN THE NORTH RIGHT OF WAY OF THE SHARPSBURG ROAD AND LEAVING JAMES BECRAFT NORTH 61 DEG. 00' 00" WEST, A DISTANCE OF 178.664 FEET TO THE POINT OF BEGINNING, AND BEING SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, ETC. OF RECORD OR OTHERWISE,

CONTAINING 2.61 ACRES, MORE OR LESS.
THE ABOVE DESCRIBED EXCEPTION IS THE SAME PROPERTY CONVEYED TO CHAD BECRAFT, BY DEED DATED JANUARY 13,1997, BY W. C. VICE AND WIFE AND BUDDY R. BECRAFT AND WIFE, OF RECORD IN DEED BOOK 96, PAGE 298, NICHOLAS COUNTY CLERKS OFFICE

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN NICHOLAS COUNTY, KENTUCKY, ONE HALF MILE NORTH OF EAST UNION, ON A COUNTY ROAD AND MORE PARTICULARLY DESCRIBED A FOLLOWS;

BEGINNING AT A HEDGE TREE, COMER TO LULA F. TERRY'S SHARE IN THIS DIVISION AND G. W. BRAMBLET'S LINE; THENCE, WITH SAID BRAMBLET'S LINE N 86 1/2 W 18.80 POLES TO A SET FENCE POST COMER TO SAID BRAMBLETT; THENCE S 3 W 37.20 POLES TO A SET STONE ON SOUTH SIDE OF THE TURNPIKE COMER TO SAME; THENCE S 61 E 33.88 POLES TO A SET STONE ON THE SAME SIDE OF THE TURNPIKE COMER TO LULA F, TERRY'S SHARE IN THIS DIVISION; THENCE WITH HER LINE N 25 1/2 E 5.68 POLES TO A SET STONE COMER TO SAME; THENCE S 15 1/4 W 28.40 POLES TO A SET STONE COMER TO SAME; THENCE S 15 1/4 W 20.40 POLES TO THE BEGINNING CONTAINING 6 ACRES, 3 RODS AND 30 POLES, MORE OR LESS.

A CERTAIN TRACT OF LAND LYING ON THE WATERS OF SOMERSET CREEK IN NICHOLAS COUNTY, KENTUCKY, AND MORE PARTICULARLY

BEGINNING AT A STONE AT "1" A COMER WITH BRAMBLET: THENCE 5 30 1/4 W 14.35 CHS TO A STONE COMER WITH BRAMBLET AT "2": THENCE S 75 1/4 E 23 CHS TO A STONE CORNER WITH SAME AT "3": THENCE N 14 1/2 W 4 CHS TO A STONE AT "5" A COMER WITH BRAMBLET. THENCE N 40 E 6.60 CHS TO A STAKE IN THE FENCE AT "5" A CORNER WITH THE 29 ACRE LOT; THENCE WITH THE LINE OF SAME N 59 1/2 W 15.70 CHS TO "6" CORNER TO THE 11/2 ACRE LOT; THENCE WITH SAME N 65 W 5.06 CHS TO THE BEGINNING, CONTAINING 24 ACRES.

A PASS WAY IS GRANTED TO THE PURCHASER OF THE PROPERTY HEREIN CONVEYED FROM THE TURNPIKE ROAD OVER THE LANDS OF A. C. BUNTIN TO SAID TRACT AS IS NOW LOCATED.

THERE IS ALSO EXCLUDED FROM TRACTS I AND/OR II ABOVE DESCRIBED SO MUCH THEREOF AS WAS CONVEYED TO THE COMMONWEALTH OF KENTUCKY BY DEED DATED APRIL 20,1934, AND OF RECORD IN DEED BOOK 43, PAGE 664, ABOVE CLERKS OFFICE, AND BY DEED DATED APRIL 25, 1955, OF RECORD IN DEED BOOK 55, PAGE 395, ABOVE CLERKS OFFICE, TO WHICH SAID LAST TWO NAMED DEEDS REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY THEREIN CONVEYED AND HEREIN EXCLUDED.

THERE IS EXCLUDED FROM THE ABOVE DESCRIBED PROPERTY AND NOT HEREBY CONVEYED, THE FOLLOWING DESCRIBED TWO (2) TRACTS OF

A CERTAIN TRACT OF LAND LYING ON THE NORTH SIDE OF THE UPPER EAST UNION ROAD AND BEING MORE PARTICULARLY DESCRIBED AS

BEGINNING AT A STEEL PIN IN THE NORTH RIGHT OF WAY LINE OF THE UPPER EAST UNION ROAD, COMER TO WILLOUGHBY; THENCE WITH THE LINE OF SAID WILLOUGHBY N 4 DEG 13' E 112.82 FEET TO A STEEL PIN, CORNER TO A STEEL PIN, CORNER TO OTHER LANDS OF EARL BECRAFT; THENCE WITH THE LINE OF SAID WILLOUGHBY, THENCE WITH THE LINE OF SAID WILLOUGHBY S 6 DEG 10' W, 107.11 FEET TO A STEEL PIN IN THE NORTH RIGHT OF WAY LINE OF THE UPPER EAST UNION ROAD; THENCE WITH THE SAID NORTH RIGHT OF WAY LINE OF THE UPPER EAST UNION ROAD S 78 DEG 20' E 217.93 FEET TO THE POINT OF BEGINNING, CONTAINING 0.54 ACRE AND BEING THE SAME PROPERTY CONVEYED TO RUSSELL SEXTON AND MARGIE SEXTON, HIS WIFE, BY DEED FROM EARL BECRAFT, ETC. DATED JULY 28,1976, OF RECORD IN DEED BOOK 70, PAGE 254, NICHOLAS COUNTY CLERKS OFFICE.

BEGINNING AT A POST IN THE NORTH RIGHT OF WAY LINE OF THE UPPER SHARPSBURG ROAD. A CORNER TO LAWRENCE CROUCH, AND RUNNING WITH THE NORTH RIGHT OF WAY LINE OF SAID ROAD NORTH 58 DEGREES AND 13 MINUTES WEST 163.5 FEET AND NORTH 64 DEGREES AND 42 MINUTES WEST 193.9 FEET TO A POST, A CORNER TO EARL BECRAFT, THENCE, RUNNING WITH THE LINE OF EARL BECRAFT NORTH 26 DEGREES AND 23 MINUTES EAST 120.0 FEET: AND SOUTH 72 DEGREES AND 34 MINUTES EAST 284.0 FEET TO A POST IN THE LINE OF LAWRENCE CROUCH; THENCE, RUNNING WITH THE LINE OF LAWRENCE CROUCH SOUTH 3 DEGREES AND 00 MINUTES WEST 191.6' TO THI POINT OF BEGINNING AND CONTAINING 1.06 ACRES, MORE OR LESS, AND BEING THE SAME PROPERTY CONVEYED TO JAMES E. BECRAFT AND WIFE, BY DEED FROM EARL BECRAFT, ETC. DATED JULY 22,1985, OF RECORD IN DEED BOOK 76, PAGE 509, NICHOLAS COUNTY CLERKS OFFICE.

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN NICHOLAS COUNTY, KENTUCKY, AND BEING LOCATED ON THE NORTH SIDE OF THE SHARPSBURG ROAD AND APPROXIMATELY 0.6 MILE EAST OF THE INTERSECTION OF KY 57 AND THE SHARPSBURG ROAD AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A PIN SET CORNER TO TRACT NO. 2 PARCEL 1 OF THE VICE AND BECRAFT TRACT (DB 82, PAGE 785) AND WITH BECRAFT REMAINING FOR THE FOLLOWING CALLS NORTH 54 DEG 10' 42" WEST, A DISTANCE OF 294.116 FEET TO A PIN SET CORNER TO TRACT NO. 1 PARCEL 3 VICE AND BECRAFT AND WITH SAID BECRAFT NORTH 02 DEG 15' 00" EAST, A DISTANCE OF 743.890 FEET; TO A PIN SET CORNER TO TRACT 1, PARCEL 1 OF VICE AND BECRAFT AND WITH SAID PARCEL 1 SOUTH 86 DEG 30' 00" EAST, A DISTANCE OF 280.500 FEET TO A PIN SET; THENCE SOUTH 04 DEG. 30' 00" WEST, A DISTANCE OF 901.11 FEET TO THE POINT OF BEGINNING, AND BEING SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, ETC. OF RECORD OR OTHERWISE. CONTAINING 4.99 ACRES, MORE OR LESS.

THERE IS ALSO EXCLUDED AND EXCEPTED FROM THE ABOVE PROPERTY A TRACT OF LAND CONVEYED TO RUSSELL SEXTON AND WIFE, BY TYLER DOWNS, SR., SINGLE, BY DEED DATED DECEMBER 29, 2000, OF RECORD IN DEED BOOK 107, PAGE 181, NICHOLAS COUNTY CLERKS OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN, A CORNER TO OTHER PROPERTY OF RUSSELL AND MARGIE SEXTON (DB 96,PG 301) AND ROGER CROUCH; THENCE WITH THE LINE OF ROGER CROUCH, N 02 DEG 24' 20" E 129.09 FEET TO A SET IRON PIN, A COMER TO OTHER PROPERTY OF TYLER DOWNS; THENCE WITH THE LINE OF TYLER DOWNS S 89 DEG 25' 30" E 210.76 FEET TO A FOUND IRON PIN AT AN OLD SET STONE, A CORNER TO PROPERTY OF KIM WHITE; THENCE WITH THE LINE OF KIM WHITE, S 02 DEG 52' 95" W 137.71 FEET TO A FOUND IRON PIN, A CORNER TO OTHER PROPERTY OF RUSSELL AND MARGIE SEXTON; THENCE WITH THE LINE OF RUSSELL AND MARGIE SEXTON, N 87 DEG 04' 43" W 209.55 FEET TO THE POINT OF BEGINNING; CONTAINING AN AREA OF 0.643 ACRES, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD OR IMPLIED. (PER SURVEY OF J. D. WILLIAMS, JR., LLS 316,12/4/2000)

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, LEURTHER 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.

MARK PATTERSON, PLS #3136

10/10/2017

DATE

PREPARED BY POWER OF DESIGN 11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 502-437-5252



SITE SURVEY

REV.	DATE	DESCRIPTION
Α	3.21.17	PRELIM ISSUE
0	3.31.17	ISSUED AS FINAL
-		

SITE INFORMATION:

EAST UNION

3900 UPPER SHARPSBURG RD. CARLISLE, KY 40311 NICHOLAS COUNTY

TAX PARCEL NUMBER: 040-00-00-023.00

PROPERTY OWNER: SHAWN C. BECRAFT 3750 UPPER SHARPSBURG ROAD CARLISLE, KY 40311

SOURCE OF TITLE: DEED BOOK 118, PAGE 142

> SITE NUMBER KYL05502

POD NUMBER: DRAWN BY: CHECKED BY:

DATE:

MEP 3.20.17

17-12783

RAF/ADM

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:



REPORT OF TITLE (PARCEL 040-00-023.00) NICHOLAS COUNTY

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 US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, FILE NO. 55539-KY1610-5034, REFERENCE NO. FA13800683, ISSUE DATE OF OCTOBER 13, 2016. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID :040-00-00-023.00 - LAND ASSESSMENT: \$96,200.00 - BUILDING ASSESSMENT: \$120,000.00 - TOTAL ASSESSED VALUE:\$216,200.00 - PERIOD :2016 PAYMENT STATUS: 0PEN -TAX AMOUNT: \$1,824.25 (THIS ITEM IS NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. MORTGAGES RETURNED HEREIN. (-7-). SEE SEPARATE MORTGAGE SCHEDULE.
- 3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- 4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (THIS ITEM IS NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

NONE WITHIN PERIOD SEARCH. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(COVENANTS/RESTRICTIONS)

NONE WITHIN PERIOD SEARCHED. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(EASEMENTS AND RIGHTS OF WAY)

- 7. EASEMENT BY HENRY BRAMBLET TO UTILITIES EXTENSION CORPORATION, DATED 2/21/1930 RECORDED 3/31/1930 IN BOOK 40 PAGE 503. NOTES: ELECTRIC LINE EASEMENT (THE EASEMENT AS RECORDED IN BOOK 40 PAGE 503, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE IN NATURE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30¹ / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 8. EASEMENT BY W.J. WESTERMAN, WM. NEWELL, MRS. ETHEL H. BRAMBLET AND HENRY BRAMBLET TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, DATED 6/7/1938 RECORDED 8/8/1938 IN BOOK 45 PAGE 266.

 NOTES: MAINTENANCE AND OPERATIONS OF TELEPHONE AND TELEGRAPH LINES (THE EASEMENT AS RECORDED IN BOOK 45, PAGE 266, APPLIES AND AFFECTS A PORTION OF THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 9. RIGHT OF WAY BY HENRY BRAMBLET AND ETHEL H. BRAMBLET, HIS WIFE TO CINCINNATI GAS TRANSPORTATION COMPANY, DATED 5/6/1946 RECORDED 3/30/1950 IN BOOK 50 PAGE 205.

 NOTES: RIGHT OF WAY (THE RIGHT OF WAY AS RECORDED IN BOOK 50, PAGE 205, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)

AND BY AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED IN BOOK D135 PAGE 492. (THE AMENDMENT AS RECORDED IN BOOK D135, PAGE 492, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)

- 10. EASEMENT BY HENRY BRAMBLETT AND ETHEL BRAMBLETT, HIS WIFE, TO THE COMMONWEALTH OF KENTUCKY, DATED 4/25/1955 RECORDED 11/9/1956 IN BOOK 55 PAGE 395 .

 NOTES: DEED FOR HIGHWAY PURPOSES
 - INGRESS AND EGRESS (THE EASEMENT AS RECORDED IN BOOK 55, PAGE 395, APPLIES AND AFFECTS A PORTION OF THE PARENT PARCEL, BUT NOT THE PROPOSED LEASE AREA OR THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)
- EASEMENT BY VESLER WILLOUGHBY & CAB WILLOUGHBY CARLISLE TO SOUTH CENTRAL BELL, DATED 4/3/1976 RECORDED 4/13/1976 IN BOOK 70 PAGE 166.

 NOTES: UTILITY EASEMENT (THE EASEMENT AS RECORDED IN BOOK 70, PAGE 166, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE THE AFFECT ON THE LEASE AREA OR THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)
- 12. RIGHT OF WAY BY TOMMY SEXTON CARLISLE TO SOUTH CENTRAL BELL, DATED 4/13/1976 RECORDED 6/30/1976 IN BOOK 72 PAGE 217 NOTES: RIGHT OF WAY TO CONSTRUCT, OPERATE, MAINTAIN ADD OR REMOVE LINES (THE RIGHT OF WAY AS RECORDED IN BOOK 72, PAGE 217, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 13. RIGHT OF WAY BY W.C. VICE AND BETTY VICE, WIFE AND BUD BECRAFT AND MARILYN BECRAFT, WIFE TO SHARPSBURG WATER DISTRICT, DATED 9/5/1991 RECORDED 10/14/1991 IN BOOK 85 PAGE 662.

 NOTES: WATER LINE EASEMENT (THE RIGHT OF WAY AS RECORDED IN BOOK 85, PAGE 662, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 14. RIGHT OF WAY BY W.C. VICE AND BETTY RUTH VICE, HIS WIFE TO SHARPSBURG WATER DISTRICT, DATED 9/4/1991 RECORDED 10/14/1991 IN BOOK 85 PAGE 656.

 NOTES: TEMPORARY CONSTRUCTION EASEMENT (THE RIGHT OF WAY AS RECORDED IN BOOK 85, PAGE 656, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 15. AGREEMENT BY W. C. VICE AND BETTY VICE AND BUDDY R. BECRAFT AND MARILYN BECRAFT TO KENTUCKY UTILITIES COMPANY. DATED 4/12/1993 RECORDED 4/23/1993 IN BOOK 88 PAGE 181. NOTES: UTILITY EASEMENT (THE AGREEMENT AS RECORDED IN BOOK 88, PAGE 181, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)

- 16. AGREEMENT BY BETTY VICE TO KENTUCKY UTILITIES COMPANY, DATED 4/12/1993 RECORDED 4/23/1993 IN BOOK 88 PAGE 179 .
 NOTES: UTILITY EASEMENT (THE AGREEMENT AS RECORDED IN BOOK 88, PAGE 179, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 17. AGREEMENT BY MARILYN BEAN BECRAFT TO KENTUCKY UTILITIES COMPANY, DATED 4/12/1993 RECORDED 4/23/1993 IN BOOK 88 PAGE 167.
 NOTES: UTILITIES EASEMENT. (THE AGREEMENT AS RECORDED IN BOOK 88, PAGE 167, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 8. RIGHT OF WAY BY BUD E. BECRAFT AND MARILYN BECRAFT AND W.C. VICE AND BETTY VICE TO SHARPSBURG WATER DISTRICT, DATED 1/8/1990 RECORDED 9/18/1995 IN BOOK 92 PAGE 703.
 NOTES: RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS (THE RIGHT OF WAY AS RECORDED IN BOOK 92, PAGE 703, APPLIES AND AFFECTS THE PARENT PARCEL, BUT IS VAGUE AND CANNOT BE PLOTTED, THEREFORE, THE IMPACT ON THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CANNOT BE DETERMINED.)
- 19. RIGHT OF WAY BY EVERETT BECRAFT ANG MARILYN D. BECRAFT TO SHARPSBURG WATER DISTRICT, DATED 12/30/1995 RECORDED 2/16/1996 IN BOOK 93 PAGE 478.

 NOTES: 20 FOOT PERMANENT EASEMENT (THE RIGHT OF WAY AS RECORDED IN BOOK 93, PAGE 478, DESCRIBES A 20' EASEMENT AS DESCRIBED IN PLANS OF SHARPSBURG WATER DISTRICT PHASE II, IN WHICH POD GROUP, LLC WAS NOT SUPPLIED, THEREFORE, THE IMPACT IF ANY ON THE PARENT PARCEL, THE PROPOSED LEASE AREA, OR THE PROPOSED 30' / VARIABLE WIDTH EASEMENT, CANNOT BE DETERMINED 1
- O. EASEMENT BY TYLER A. DOWNS, SINGLE TO SHARPSBURG WATER DISTRICT, DATED 1/5/1997 RECORDED 1/5/1997 IN BOOK 96 PAGE 152. NOTES: RIGHTS OF INGRESS AND EGRESS (THE RIGHT OF WAY AS RECORDED IN BOOK 96, PAGE 152, DESCRIBES A 20' EASEMENT AS DESCRIBED IN PLANS OF SHARPSBURG WATER DISTRICT PHASE II, IN WHICH POD GROUP, LLC WAS NOT SUPPLIED, THEREFORE, THE IMPACT IF ANY ON THE PARENT PARCEL, THE PROPOSED LEASE AREA, OR THE PROPOSED 30' / VARIABLE WIDTH EASEMENT, CANNOT BE DETERMINED.)

(OTHER FILED DOCUMENTS)

21. NAME AFFIDAVIT OF EVERETT RICHARD BECRAFT AKA BUDDY R. BECRAFT DATED 6/16/2005 RECORDED 7/15/2005 IN BOOK 118 PAGE 141. (THE NAME AFFIDAVIT AS RECORDED IN BOOK 118, PAGE 141, APPLIES AND AFFECTS THE PROPOSED LEASE AREA, THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)

(MORTGAGE SCHEDULE)

- 1. MORTGAGE MADE BY SHAWN C. BECRAFT, A SINGLE MAN TO UNITED STATES DEPARTMENT OF AGRICULTURE IN THE SUM OF \$200,000 00 DATED AS OF 7/15/2005 RECORDED 7/15/2005 IN BOOK 111 PAGE 307. (THE MORTGAGE AS RECORDED IN BOOK 111, PAGE 307, APPLIES AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY FASEMENT.)
- 2. MORTGAGE MADE BY SHAWN BECRAFT, A SINGLE MAN TO PEOPLES EXCHANGE BANK IN THE SUM OF \$41,000.00 DATED AS OF 7/15/2005 RECORDED 7/27/2005 IN BOOK 111 PAGE 449. (THE MORTGAGE AS RECORDED IN BOOK 111, PAGE 449, APPLIES AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)
- MORTGAGE MADE BY SHAWN C. BECRAFT, A SINGLE MAN TO THE UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY; UNITED STATES DEPARTMENT OF AGRICULTURE IN THE SUM OF \$48,000.00 DATED AS OF 12/13/2005 RECORDED 12/13/2005 IN BOOK 113 PAGE 542. (THE MORTGAGE AS RECORDED IN BOOK 113, PAGE 542, CANNOT BE DETERMINED IF IT IS APPLICABLE TO THE SUBJECT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT WITHOUT A RELFASE OF MORTGAGE DOCUMENT.)
- 4. MORTGAGE MADE BY SHAWN C. BECRAFT, SINGLE TO THE UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE IN THE SUM OF \$200,900.00 DATED AS OF 12/21/2007 RECORDED 12/21/2007 IN BOOK 124 PAGE 180. (THE MORTGAGE AS RECORDED IN BOOK 124, PAGE 180, APPLIES AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED OF 'V VARIABLE WIDTH ACCESS & UTILITY EASEMENT. THE NOTES IN THE SUM OF \$20,500 & \$10,000 TO BE PAID IN FULL BY 12/14/2014 CANNOT BE DETERMINED IF THEY ARE APPLICABLE TO THE SUBJECT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT WITHOUT A RELEASE OF MORTGAGE DOCUMENT.)
- 5. MORTGAGE MADE BY SHAWN C. BECRAFT, A SINGLE MAN TO PEOPLES EXCHANGE BANK DATED AS OF 9/4/2009 RECORDED 9/8/2009 IN BOOK M131 PAGE 1. (THE MORTGAGE AS RECORDED IN BOOK M131, PAGE 1, APPLIES AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA. AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)
- MORTGAGE MADE BY SHAWN C. BECRAFT, A SINGLE MAN TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE FARM SERVICE AGENCY; UNITED STATES DEPARTMENT OF AGRICULTURE IN THE SUM OF \$99,000.00 DATED AS OF 9/4/2009 RECORDED 9/8/2009 IN BOOK M130 PAGE 794. (THE MORTGAGE AS RECORDED IN BOOK M130, PAGE 794, APPLIES AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)
- MORTGAGE MADE BY SHAWN C. BECRAFT, A SINGLE MAN TO UNITED STATES OF AMERICA ACTING THROUGH THE FARM SERVICE AGENCY, UNITED STATES DEPARTMENT OF AGRICULTURE DATED AS OF 1/27/2011 RECORDED 1/27/2011 IN BOOK M136 PAGE 393. (THE MORTGAGE AS RECORDED IN BOOK M136, PAGE 393, APPLIES AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT.)



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.



10/10/2017

DATE



502 437 5252

⊹MasTec



SITE SURVEY

REV.	DATE	DESCRIPTION
Α	3.21.17	PRELIM ISSUE
0	3.31,17	ISSUED AS FINAL

SITE INFORMATION:

EAST UNION
3900 UPPER SHARPSBURG RD.
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER: 040-00-023.00

PROPERTY OWNER: SHAWN C. BECRAFT 3750 UPPER SHARPSBURG ROAD CARLISLE, KY 40311

SOURCE OF TITLE: DEED BOOK 118, PAGE 142

> SITE NUMBER: KYL05502

POD NUMBER: 17-12783

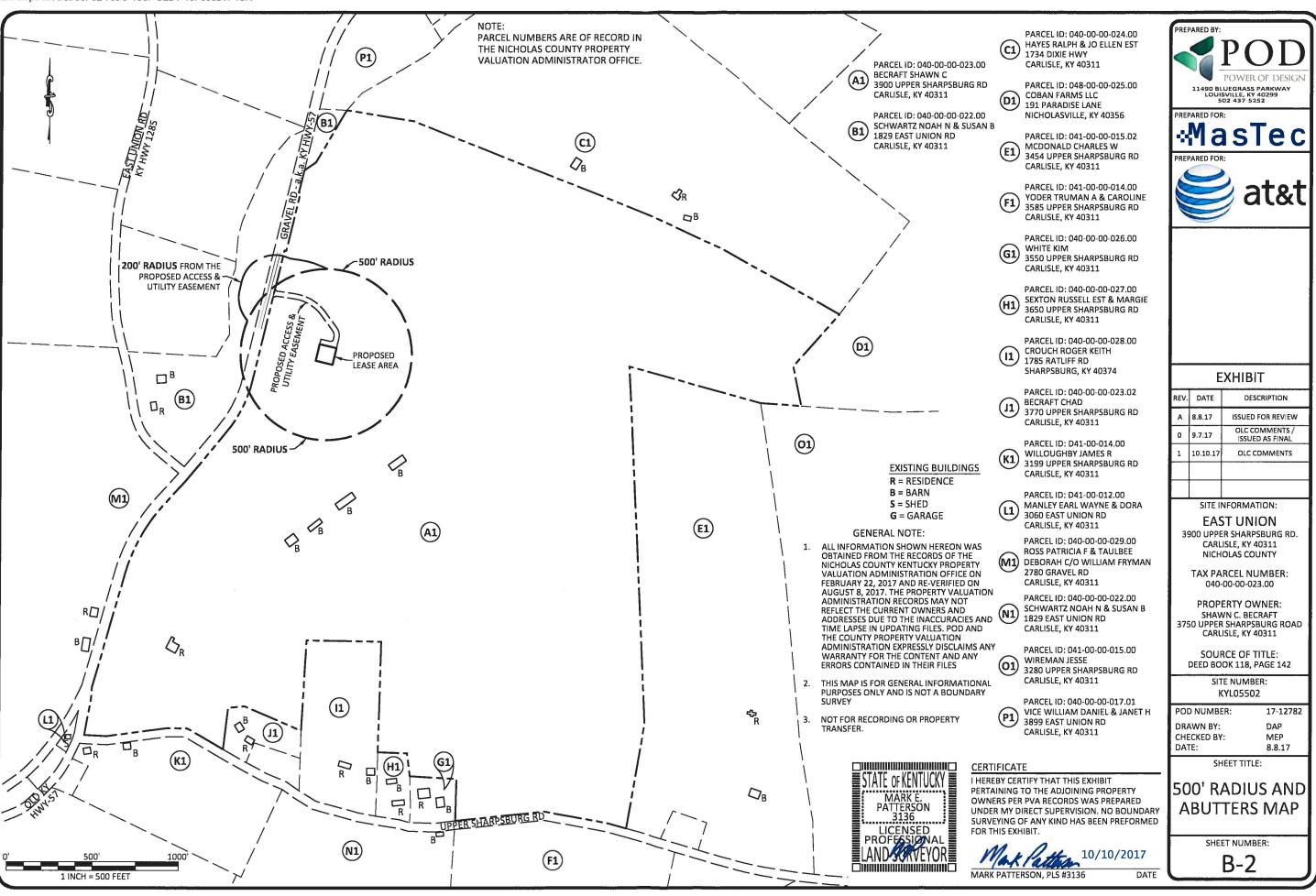
DRAWN BY: RAE/ADM
CHECKED BY: MEP
DATE: 3,20.17

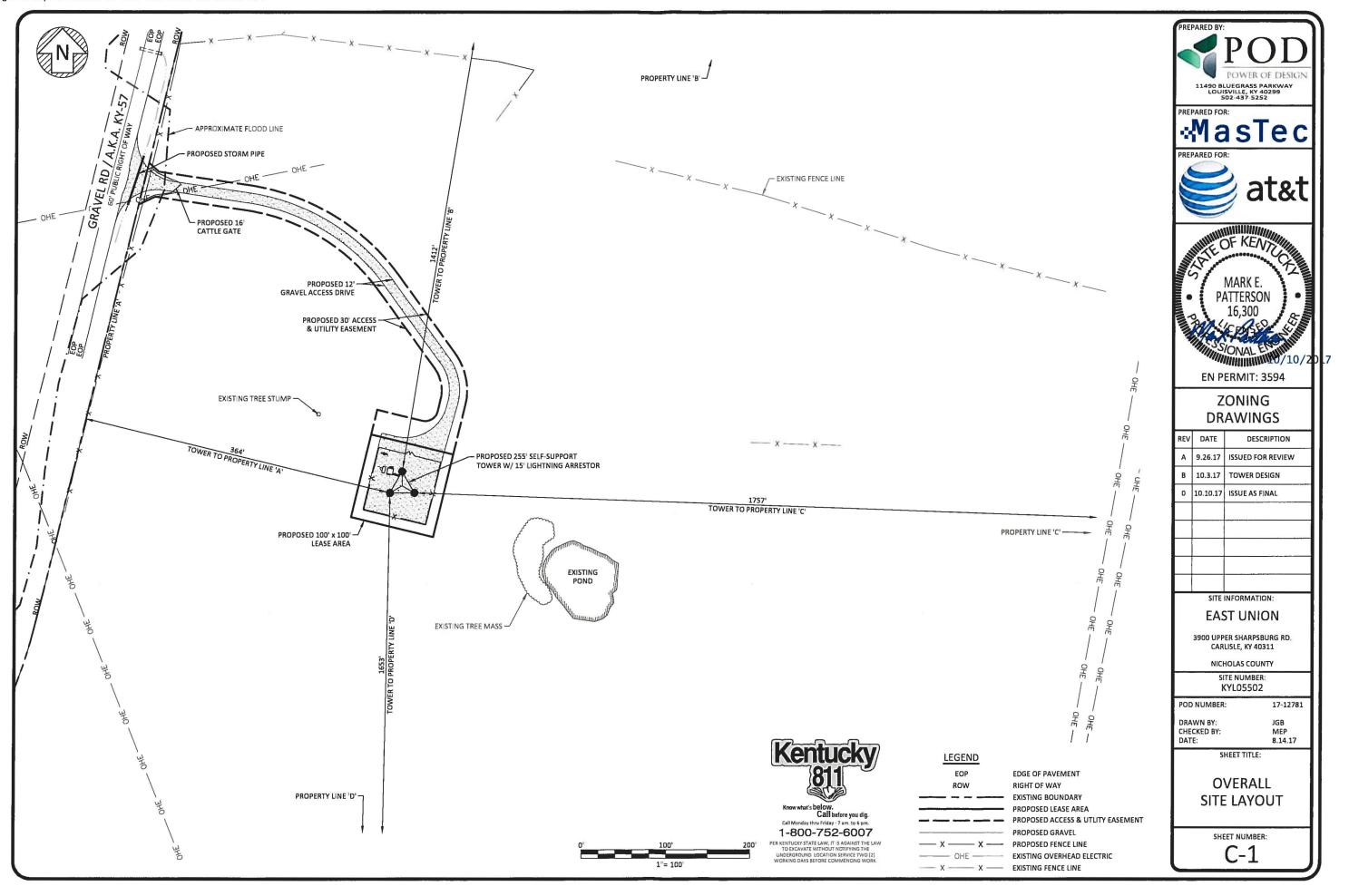
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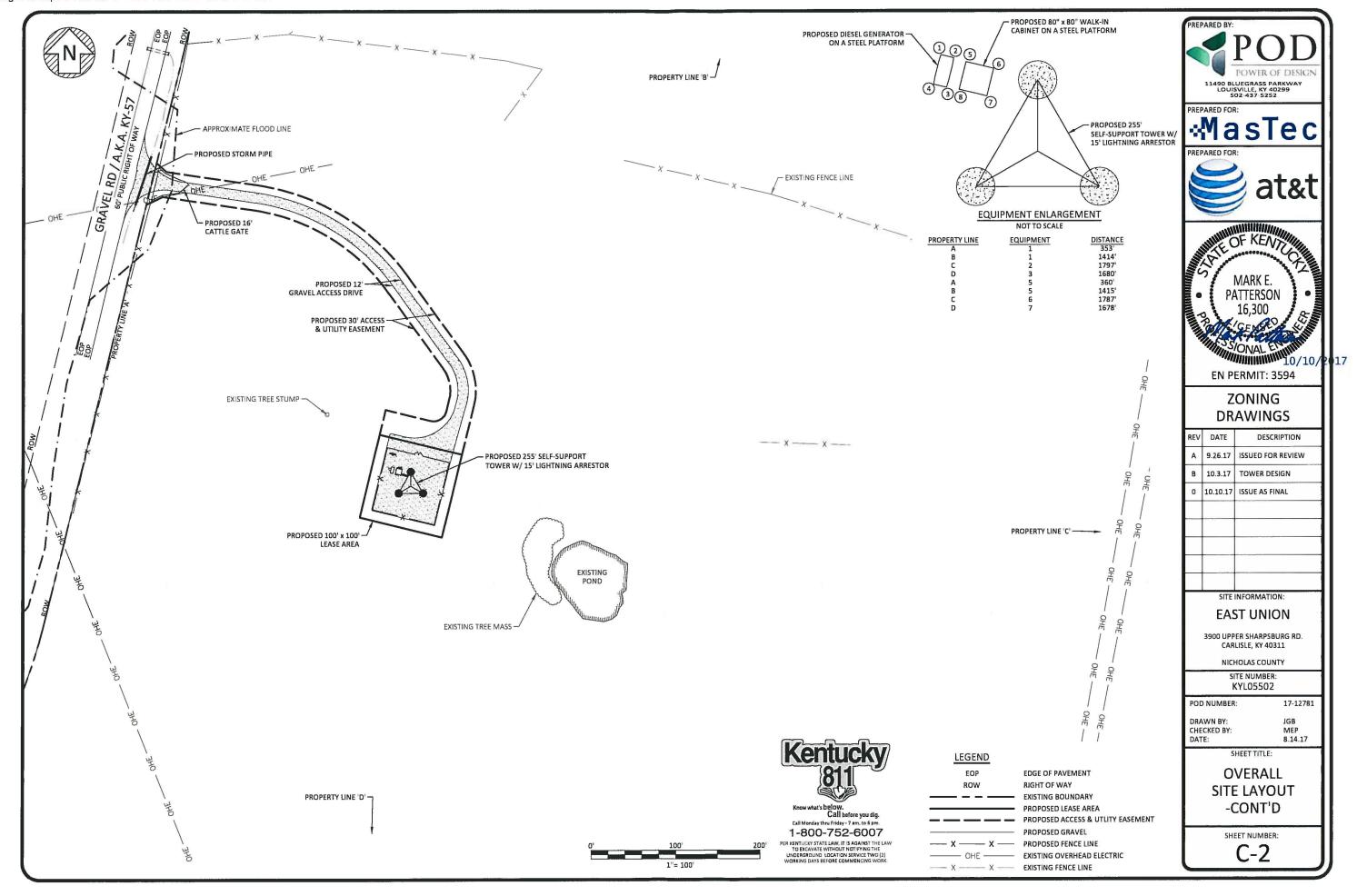
SITE SURVEY

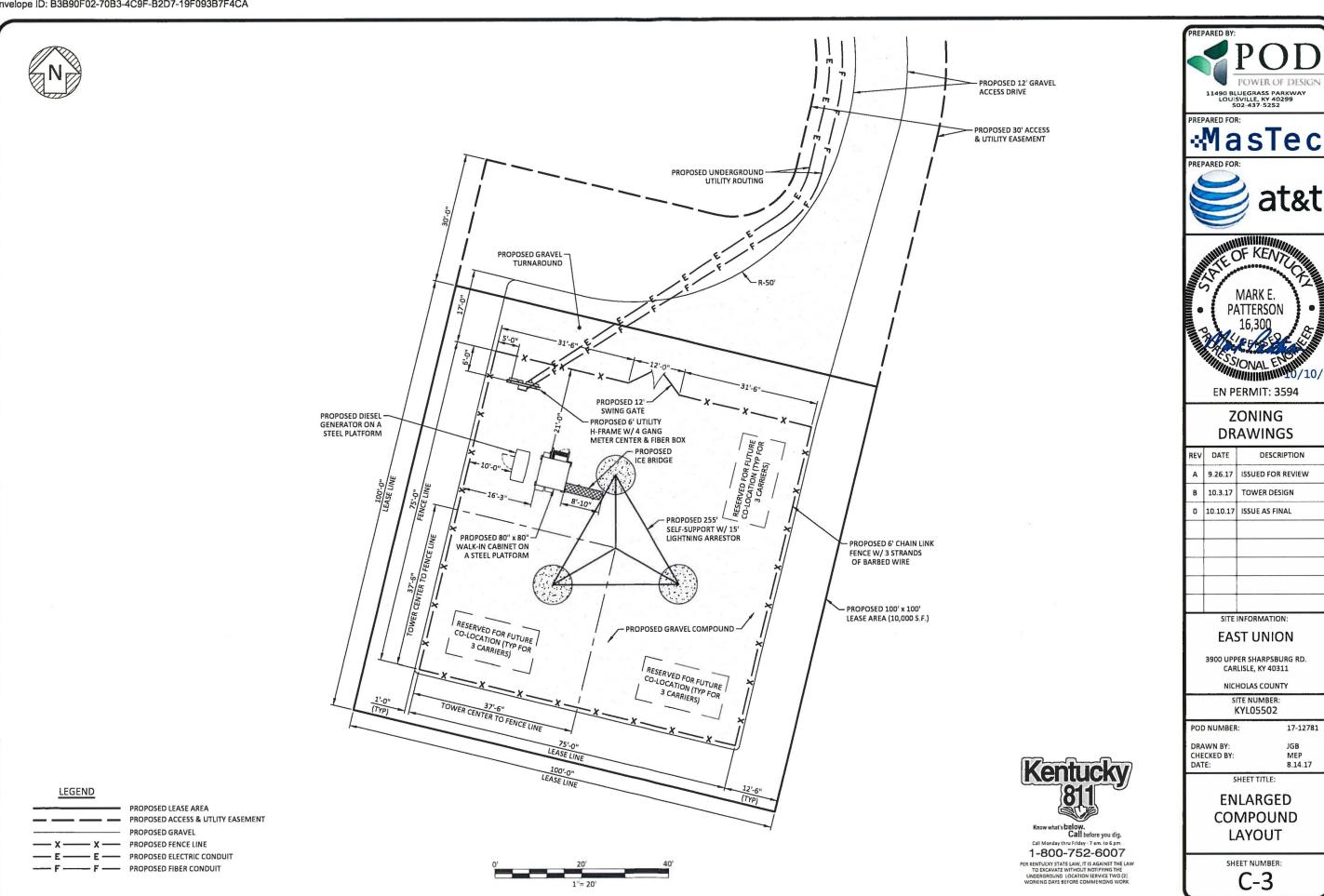
SHEET NUMBER:

B-1.3









DESCRIPTION

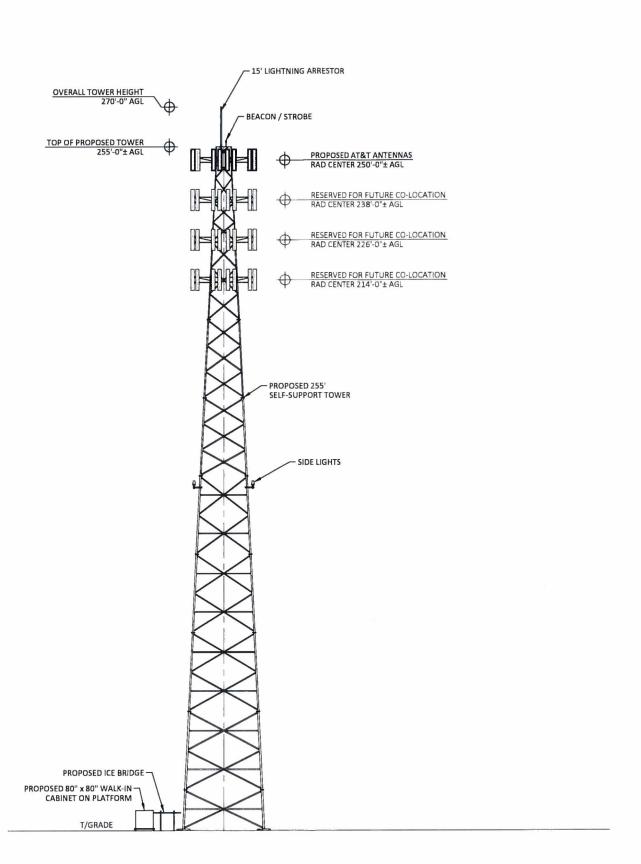
17-12781

JGB MEP

8.14.17

TOWER NOTES:

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



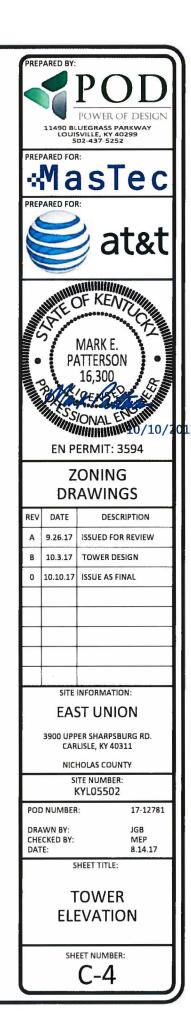


EXHIBIT C TOWER AND FOUNDATION DESIGN



September 21st, 2017 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – East Union Proposed Cell Tower 38 14 53.17 North Latitude, 83 58 14.92 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

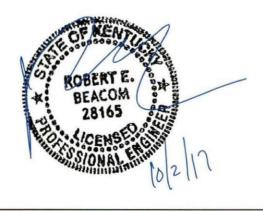
255' S3TL Series HD1 Self-Supporting Tower Site: East Union, KY Site Number: KYL05502

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

> > Job Number: 171426

October 2, 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



O	M	NONE M							565	255'
L.	L2X2X3/16	Z					5.	11 @ 5	1375	
ш	L					(1) 5/8"	7:		1900	220'
0	×						.6		2421	200'
O	x 3/16						11.	9 @ 6.6667"	3017	180'
В	L3 X 3 X 3/16						13.		3211	160'
	ſ	NONE	NONE	NONE	NONE		15'		4305	140'
8.625 OD X .500	1	2				(1) 3/4"	17.		4518	120'
80							19,	10.	5173	100'
A	L4X4X1/4						21.	12 @ 10	6207	80'
						3	23.		5877	60.
12.75 OD X .375	L4X4X5/16					(2) 5/8"	25'		6556	40'
12	L4,							œ		20'
	I	-	0	۵	٦	(2) 3/4"	27.	o	7129	
					s		£	leight	1	0, K 33, - 0,, X

Base Reactions

Total Fou	ındation	Individual Footing			
Shear (kips)	96.53	Shear (kips)	58.79		
Axial (kips)	248.02	Compression (kips)	639		
Moment (ft-kips)	15218	Uplift (kips)	561		
Torsion (ft-kips)	39.55				

Material List

Display	Value					
A	10.75 OD X .500					
В	8.625 OD X .322					
С	5.563 OD X .500					
D	5.563 OD X .375					
E	4.500 OD X .337					
F	3.500 OD X .300					
G	2.375 OD X .154					
Н	L 5 X 3 1/2 X 5/16 (SLV)					
1	L 3 1/2 X 3 1/2 X 1/4					
J	L 3 1/2 X 3 X 1/4 (SLV)					
K	L 2 1/2 X 2 1/2 X 1/4					
L	L 2 1/2 X 2 1/2 X 3/16					
M	L 2 X 2 X 1/8					
N	L 2 X 2 X 3/16					
0	L3 X 3 X 1/4					
P	L 3 X 3 X 3/16					
Q	1 @ 13.333'					
R	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 1.
- 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: 98.79%

Sabre Industries

Towers and Poles

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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Job:	171426			
Customer	AT&T			
Site Name:	East Union, K	Y KYL05502		
Description:	255' S3TL			
Date:	40/0/0047	By	DED	

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 Communications Corporation
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone (712) 258-6800
Fax (712) 278-0814
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Corporation.

Job:	171426		
Customer	AT&T		
Site Name:	East Union, KY	KYL05502	
Description	255' S3TL		
Date:	10/2/2017	By: REB	

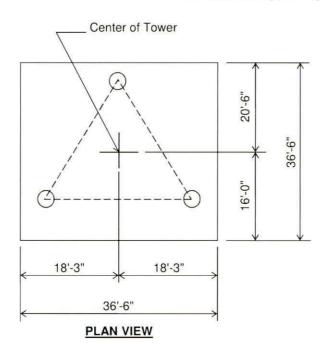


No.: 171426

Date: 10/2/17 By: REB

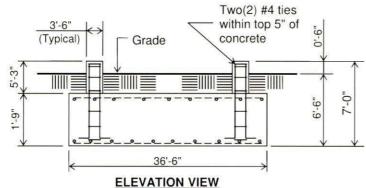
Customer: AT&T Site: East Union, KY KYL05502

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 POD project no. 17-12779, dated: 9/27/17



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

7). The foundation is based on the following factored loads:
Factored download (kips) = 100.1
Factored overturn (kip-ft) = 15217.8
Factored shear (kips) = 96.53

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

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

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

	Rebar Schedule per Mat and per Pier
Pier	(16) #9 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 11" C/C
Mat	(68) #10 horizontal rebar evenly spaced each way top and bottom. (272 total)

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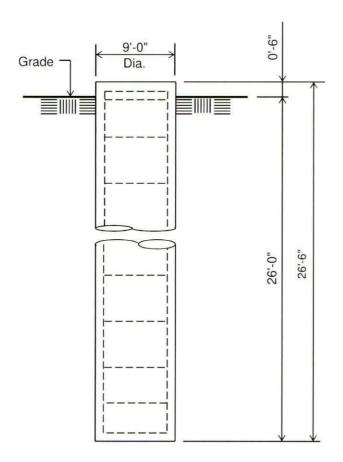


No.: 171426

Date: 10/2/17 By: REB

Customer: AT&T Site: East Union, KY KYL05502

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

(62.44 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 POD project no. 17-12779, dated: 9/27/17
- 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) = 561
 Factored download (kips) = 639
 Factored shear (kips) = 59

	Rebar Schedule per Pier
Pier	(46) #9 vertical rebar w/#5 ties, two (2) within top 5" of pier then 12" C/C

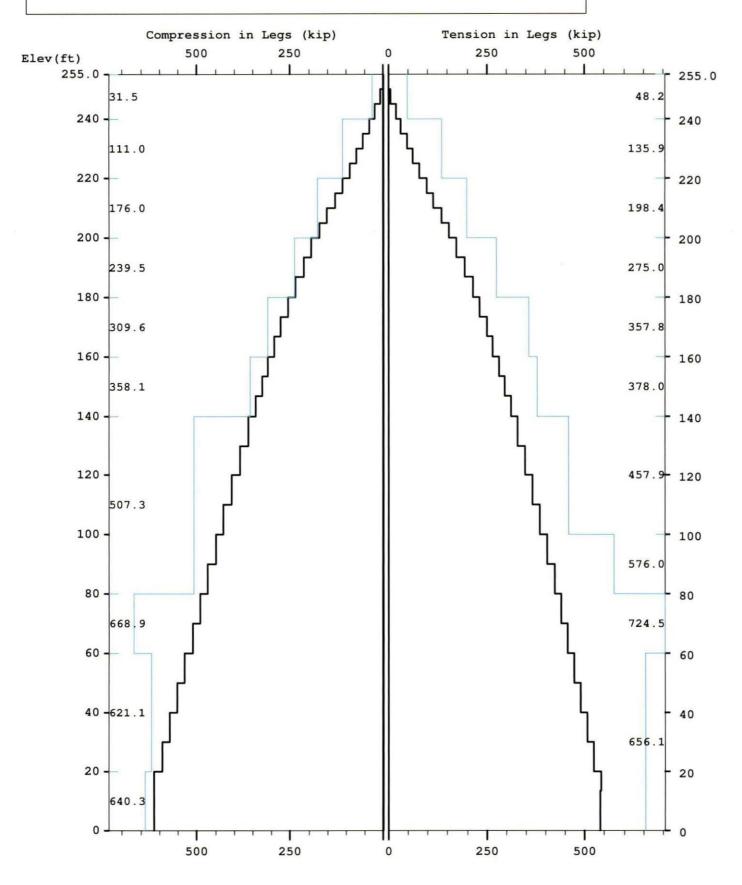
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2 oct 2017

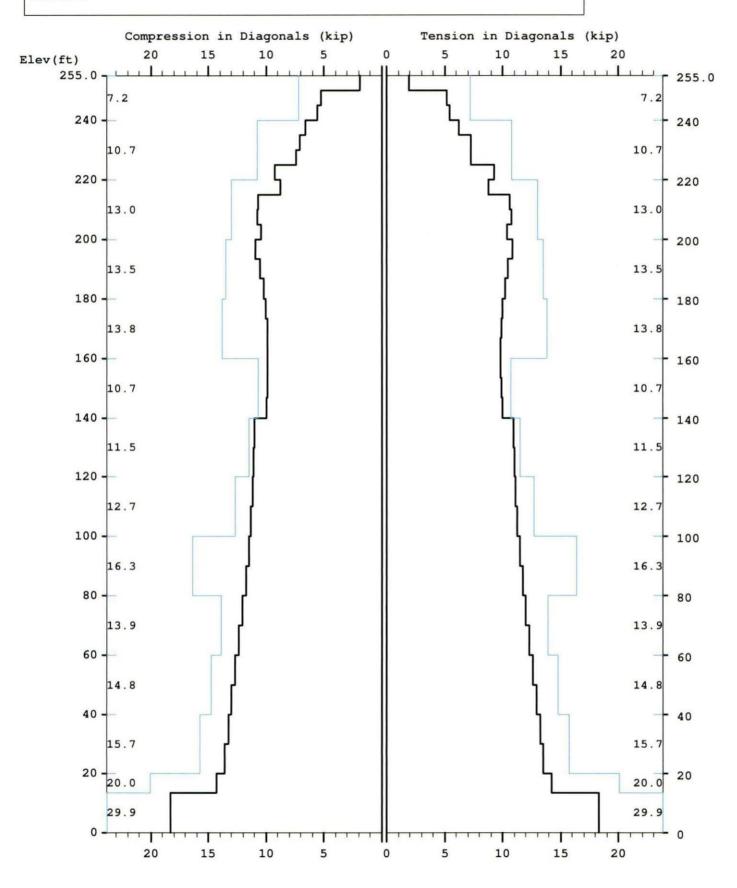
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Maximum



Licensed to: Sabre Towers and Poles

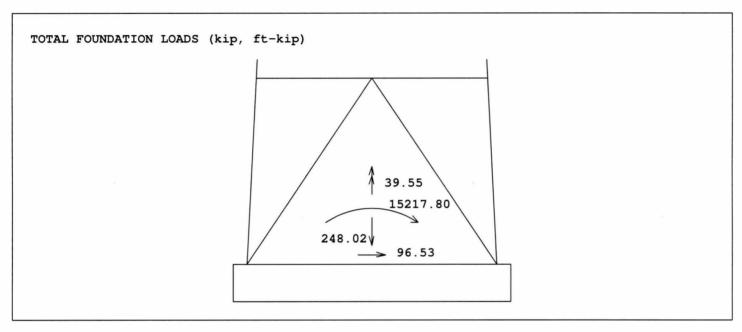
Maximum

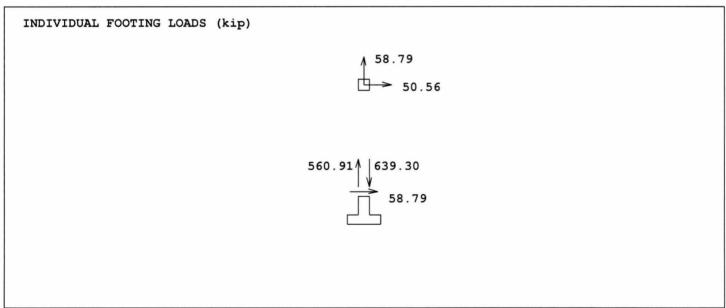


DRAWFORCE Ver 2.2 (c) Guymast Inc. 2006-2009 Phone: (416) 736-7453

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Maximum





2 oct 2017

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

Sabre Towers and Poles

on: 2 oct 2017 at: 14:33:58

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
× × × × × × × × × × × ×	3 3 3 5 5 5 6 7 6 7 7 7 7 7 7 7 7 7 7 7 7 7 7	250.00 240.00 235.00 220.00 180.00 160.00 140.00 120.00 80.00 60.00 40.00 20.00 13.33	255.00 250.00 240.00 235.00 220.00 200.00 180.00 140.00 120.00 100.00 80.00 40.00 20.00 13.33	5.00 5.50 7.00 9.00 11.00 13.00 15.00 17.00 19.00 21.00 23.00 27.00 27.00 27.00	5.00 5.00 5.00 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 25.00 27.67	5.00 5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00 10.00

MEMBER PROPERTIES

MEMBE TYF		ELEV ft	TOP : ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
	22.E 20.E 18.E 16.E 14.E 8.E 6.E 10.I 20.I 12.D 1 12.D 1 10.I 10.I 10.I 10.I 10.I 10.I 10.I 10	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 0.00 0.00 0.00 0.00 0.00 0.00	255.00 240.00 220.00 200.00 180.00 160.00 40.00 60.00 255.00 240.00 220.00 200.00 140.00 140.00 140.00 13.33 240.00	1.075 3.016 4.407 6.111 7.952 8.399 12.763 16.101 14.579 0.484 0.715 0.902 1.188 1.090 1.562 1.688 1.938 2.402 2.559 0.484	0.787 0.787 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.	0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117 0.0000117
H		0.00	13.33 13.33	1.688	0.626 0.000	29000. 29000.	0.0000117 0.0000117 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	ZONTALS TENS kip	INT COMP kip	BRACING TENS kip
250.0 240.0 235.0 220.0 200.0 180.0 160.0	255.0 250.0 240.0 235.0 220.0 200.0 180.0	31.48 31.48 110.98 110.98 175.98 239.46 309.64	48.15 48.15 135.90 135.90 198.45 274.95 357.75	7.16 7.16 10.74 10.74 13.03 13.49 13.79	7.16 7.16 10.74 10.74 13.03 13.49 13.79	5.73 0.00 8.38 0.00 0.00 0.00	5.73 0.00 8.38 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 0.00 0.00

						171426			
140.0	160.0	358.08	378.00	10.69	10.69	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	11.47	11.47	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.68	12.68	0.00	0.00	0.00	0.00
80.0	100.0	507.33	576.00	16.34	16.34	0.00	0.00	0.00	0.00
60.0	80.0	668.86	724.50	13.92	13.92	0.00	0.00	0.00	0.00
40.0	60.0	621.06	656.10	14.76	14.76	0.00	0.00	0.00	0.00
20.0	40.0	621.06	656.10	15.70	15.70	0.00	0.00	0.00	0.00
13.3	20.0	640.29	656.10	20.02	20.02	0.00	0.00	0.00	0.00
0.0	13.3	640.29	656.10	29.94	29.94	11.30	11.30	7.55	7.55

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLC RADIUS ft	ADAT	LOAD AZI	FORC 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	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	0.28 10.00 7.41 7.33 7.24	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
	255.0 250.0 240.0 240.0 235.0 235.0 230.0 225.0 225.0 225.0 220.0 21	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 42.0 64.4 79.5 83.3 92.0 89.2 89.2 353.1 3522.3 322.4 322.4 322.4 322.3 322.3 322.3 322.3 322.3 322.4 322.4 322.4 322.4 322.4	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.07 0.07 0.13 0.16 0.16 0.17 0.18 0.20 0.22 0.22 0.23 0.23 0.23 0.24 0.24 0.25 0.26 0.26 0.25 0.25 0.25 0.25 0.25 0.25 0.20 0.20	0.04 0.06 0.06 0.12 0.12 0.12 0.13 0.13 0.15 0.18 0.20 0.20 0.21 0.23 0.24 0.26 0.27 0.33 0.35 0.37 0.42 0.41 0.42 0.42	0.00 0.00 0.06 0.06 0.06 0.06 0.05 0.05	0.00 0.00 0.10 0.11 0.11 0.11 0.10 0.06 0.06 0.06 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.00

SUPPRESS PRINTING

...FOR THIS LOADING.. DISPL MEMBER FOUNDN FORCES LOADS LOADS INPUT

......MAXIMUMS......ALL DISPL MEMBER FOUNDN FORCES LOADS

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

171426

no yes yes no no no no

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

MAST LOADING

LOAD TYPE	ELEV	APPLYLO RADIUS	ADAT AZI	LOAD AZI	FORCES	DOWN	MOME	TORSNAL
ITE	ft	ft	AZI	AZI	kip	kip	ft-kip	
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	0.28 10.00 7.41 7.33 7.24	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
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 225.0 200.0 215.0 200.0 215.0 200.0 180.0 140.0 140.0 140.0 140.0 140.0 20.0 20.0 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 64.4 64.4 679.5 83.3 92.0 899.2 899.2 3516.7 3221.4 3222.3 3222.3 3222.3 3222.4 3222.4 3222.4 3222.4		0.07 0.13 0.13 0.16 0.16 0.17 0.17 0.18 0.20 0.22 0.22 0.22 0.23 0.24 0.25 0.26 0.26 0.26 0.26 0.25 0.25 0.25 0.26 0.27 0.25 0.25 0.26 0.27 0.25 0.20 0.20 0.23 0.24	0.03 0.04 0.04 0.09 0.09 0.10 0.11 0.11 0.13 0.15 0.15 0.17 0.20 0.20 0.20 0.26 0.26 0.26 0.31 0.31 0.31	0.00 0.00 0.04 0.04 0.04 0.04 0.04 0.04	0.00 0.00 0.10 0.11 0.11 0.11 0.11 0.10 0.06 0.06

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

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

MAST LOADING

171426

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCI HORIZ kip	DOWN kip	MOMI VERTICAL ft-kip	ENTS TORSNAL ft-kip
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 1.24 1.49 1.47 1.44	0.30 18.22 12.11 12.07 12.03	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 215.0 210.0 210.0 180.0 140.0 140.0 140.0 110.0 80.0 80.0 80.0 80.0 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 42.0 69.8 89.5 91.0 86.8 84.3 345.5 345.5 345.5 321.9 322.4 321.9 322.3 322.4 322.4 322.4 322.4	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.01 0.01 0.01 0.02 0.03 0.02 0.03 0.00	0.18 0.25 0.25 0.39 0.39 0.39 0.42 0.50 0.55 0.61 0.63 0.72 0.74 0.78 0.78 0.87 0.92 0.90 0.90	0.00 0.00 0.22 0.22 0.20 0.21 0.21 0.18 0.12 0.13 0.13 0.05 0.05 0.08 0.08 0.08 0.08 0.08 0.08	0.00 0.00 0.01 0.01 0.01 0.01 0.01 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 0.00 0.00 0.00 0.00 0.00 0.00

SUPPRESS PRINTING

THIS L MEMBER FORCES	
	EMBER

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

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	DEF	LECTIONS (f	DOWN	TILTS ((DEG) EAST	TWIST DEG
255.0 250.0 245.0 240.0 235.0 235.0 225.0 225.0 215.0 210.0 205.0 200.0 193.3 186.7 180.7	3.594 G 3.435 G 3.270 G 3.112 G 2.958 G 2.807 G 2.662 G 2.519 G 2.385 G 2.253 G 2.128 G 2.128 G 2.128 G 1.713 G 1.580 G 1.453 G	3.455 J 3.302 J 3.144 J 2.992 J 2.843 J 2.699 J 2.559 J 2.422 J 2.293 J 2.165 J 1.929 J 1.784 J 1.519 J 1.519 J 1.396 J	0.047 G 0.045 G 0.042 G 0.039 G 0.037 G 0.035 e 0.033 e 0.033 e 0.032 i 0.031 i 0.030 i 0.029 i 0.028 i 0.027 i	1.831 G 1.834 G 1.812 G 1.747 G 1.713 G 1.666 G 1.609 G 1.542 G 1.491 G 1.369 G 1.300 G 1.231 G 1.157 G 1.081 G 1.081 G	1.762 J 1.765 J 1.744 J 1.680 J 1.647 J 1.602 J 1.548 J 1.483 J 1.434 J 1.378 J 1.377 J 1.251 J 1.184 J 1.113 J 1.040 J	-0.102 F -0.102 F -0.101 F -0.097 F -0.089 F -0.089 F -0.077 F -0.073 F -0.073 R -0.067 R -0.064 R -0.067 R

			171426		
1.334 G	1.282 J	0.025 i	0.962 G	0.925 J	-0.051 N
1.221 G	1.173 J	0.024 i	0.901 G	0.866 J	-0.049 N
1.116 G	1.071 J	0.023 i	0.843 G	0.811)	-0.046 N
1.017 G	0.976 J	0.022 i	0.785 G	0.755 J	-0.043 N
0.924 G	0.887]	0.021 i	0.727 G	0.699]	-0.040 N
0.797 G	0.766 J	0.020 i	0.669 G	0.643 J	-0.037 N
0.681 G	0.654]	0.018 i	0.612 G	0.588 J	0.033 T
0.575 G	0.552 J	0.017 i	0.554 G	0.532 J	0.030 T
0.479 G	0.460 J	0.016 i	0.497 G	0.477]	0.027 T
0.393 G	0.377 J	0.014 e	0.439 G	0.422 J	0.024 T
0.317 G	0.304 J	0.013 e	0.382 G	0.367 J	0.022 T
0.249 G	0.239 J	0.012 e	0.338 G	0.324 J	0.019 T
0.189 G	0.181 J	0.010 e	0.293 G	0.282 J	0.016 T
0.137 G	0.131 J	0.009 e	0.244 G	0.235 J	0.013 T
0.092 G	0.088 J	0.007 e	0.196 G	0.188 J	0.009 T
0.052 G	0.050 J	0.006 Y	0.146 G	0.140 J	0.007 T
0.019 G	0.018 J	0.004 Y	0.096 G	0.092 J	0.004 T
0.008 G	0.007 J	0.003 Y	0.065 G	0.062 J	0.003 T
0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A
	1.221 G 1.116 G 1.017 G 0.924 G 0.797 G 0.681 G 0.575 G 0.479 G 0.393 G 0.317 G 0.249 G 0.189 G 0.137 G 0.092 G 0.052 G 0.019 G 0.008 G	1.221 G 1.173 J 1.116 G 1.071 J 1.017 G 0.976 J 0.924 G 0.887 J 0.797 G 0.766 J 0.681 G 0.654 J 0.575 G 0.552 J 0.479 G 0.460 J 0.393 G 0.377 J 0.317 G 0.304 J 0.249 G 0.239 J 0.189 G 0.181 J 0.137 G 0.131 J 0.092 G 0.088 J 0.052 G 0.050 J 0.019 G 0.018 J 0.008 G 0.007 J	1.221 G 1.173 J 0.024 i 1.116 G 1.071 J 0.023 i 1.017 G 0.976 J 0.022 i 0.924 G 0.887 J 0.021 i 0.797 G 0.766 J 0.020 i 0.681 G 0.654 J 0.018 i 0.575 G 0.552 J 0.017 i 0.479 G 0.460 J 0.016 i 0.393 G 0.377 J 0.014 e 0.317 G 0.304 J 0.013 e 0.249 G 0.239 J 0.012 e 0.189 G 0.181 J 0.010 e 0.137 G 0.131 J 0.009 e 0.092 G 0.088 J 0.007 e 0.052 G 0.050 J 0.006 Y 0.019 G 0.018 J 0.004 Y 0.008 G 0.007 J 0.003 Y	1.334 G 1.282 J 0.025 i 0.962 G 1.221 G 1.173 J 0.024 i 0.901 G 1.116 G 1.071 J 0.023 i 0.843 G 1.017 G 0.976 J 0.022 i 0.785 G 0.924 G 0.887 J 0.021 i 0.727 G 0.797 G 0.766 J 0.020 i 0.669 G 0.681 G 0.654 J 0.018 i 0.612 G 0.575 G 0.552 J 0.017 i 0.554 G 0.479 G 0.460 J 0.016 i 0.497 G 0.393 G 0.377 J 0.014 e 0.439 G 0.317 G 0.304 J 0.013 e 0.382 G 0.249 G 0.239 J 0.012 e 0.338 G 0.249 G 0.239 J 0.012 e 0.338 G 0.181 J 0.010 e 0.293 G 0.187 G 0.301 J 0.0010 e 0.293 G 0.187 G 0.301 J 0.0009 e 0.244 G 0.092 G 0.088 J 0.007 e 0.196 G 0.052 G 0.050 J 0.006 Y 0.146 G 0.019 G 0.018 J 0.004 Y 0.096 G 0.008 G 0.007 J 0.003 Y 0.065 G	1.334 G 1.282 J 0.025 i 0.962 G 0.925 J 1.221 G 1.173 J 0.024 i 0.901 G 0.866 J 1.116 G 1.071 J 0.023 i 0.843 G 0.811 J 1.017 G 0.976 J 0.022 i 0.785 G 0.755 J 0.924 G 0.887 J 0.021 i 0.727 G 0.699 J 0.797 G 0.766 J 0.020 i 0.669 G 0.643 J 0.681 G 0.654 J 0.018 i 0.612 G 0.588 J 0.575 G 0.552 J 0.017 i 0.554 G 0.588 J 0.575 G 0.552 J 0.017 i 0.554 G 0.582 J 0.479 G 0.460 J 0.016 i 0.497 G 0.477 J 0.393 G 0.377 J 0.014 e 0.439 G 0.422 J 0.317 G 0.304 J 0.013 e 0.382 G 0.367 J 0.249 G 0.239 J 0.012 e 0.338 G 0.324 J 0.189 G 0.181 J 0.010 e 0.293 G 0.282 J 0.137 G 0.131 J 0.009 e 0.293 G 0.282 J 0.137 G 0.131 J 0.009 e 0.244 G 0.235 J 0.092 G 0.088 J 0.007 e 0.196 G 0.188 J 0.0052 G 0.050 J 0.006 Y 0.146 G 0.140 J 0.019 G 0.018 J 0.004 Y 0.096 G 0.092 J 0.008 G 0.007 J 0.003 Y 0.065 G 0.062 J

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG		HORIZ	BRACE
255.0	0.84.6	1 02	•	1.20 A	0.00 A
250.0	0.84 S	1.92	G	0.20 G	0.00 A
245.0	4.83 M	5.18	Н	0.26 I	0.00 A
240.0	18.39 M	5.45	N	0.55 K	0.00 A
235.0	31.02 M	6.26	М	0.16 A	
230.0	46.94 M	7.23	H	0.12 A	
	62.27 M	7.23	Т		
225.0	78.60 M	9.24	Н	0.06 Y	
220.0	97.53 M	8.76	N	0.22 A	
215.0	114.08 M	10.60	N	0.04 a	0.00 A
210.0	134.98 M	10.77	В	0.24 A	0.00 A
205.0	152.72 M	10.37	Т	0.05 A	0.00 A
200.0				0.20 A	0.00 A
193.3	173.61 M	10.88	Т	0.07 A	0.00 A
186.7	193.99 м	10.46	N	0.18 A	0.00 A
180.0	214.28 M	10.18	R	0.07 A	0.00 A
173.3	232.06 м	9.99	X	0.12 A	
	249.75 M	9.89	X	0.07 A	
166.7	265.76 M	9.83	X		
160.0	281.74 M	9.83	R	0.10 A	
153.3	296.52 M	9.87	Р	0.09 A	0.00 A
146.7	311.33 M	9.95	V	0.09 A	0.00 A
140.0	328.40 M	10.96	Р	0.09 A	0.00 A
130.0	348.80 M	11.01	V	0.11 A	0.00 A
120.0				0.08 A	0.00 A
110.0	367.88 M	11.11	P	0.10 A	0.00 A
100.0	386.76 M	11.27	V	0.06 A	0.00 A
90.0	404.74 M	11.47	Р	0.09 A	
80.0	422.61 M	11.72	Р	0.06 A	0.00 A
iereiche.				(2)(2)(2)(2)	

	W		17	1426
70.0	439.83 M	11.99 P	0.00	0.00
70.0	456.94 M	12.29 P	0.06 A	0.00 A
60.0			0.06 A	0.00 A
	473.63 M	12.60 V		
50.0	490.30 M	12.93 P	0.06 A	0.00 A
40.0	430.30 M	12.93 P	0.05 o	0.00 A
	506.61 M	13.24 V		
30.0	522.75 M	13.52 V	0.08 s	0.00 A
20.0	322./3 M	13.32 V	0.15 A	0.00 A
20.0	541.53 M	14.18 V	0113 A	0.00 A
13.3	540.37		0.83 U	0.00 D
0.0	540.37 M	18.27 V	0.00 A	0.00 A
0.0			0.00 A	U.UU A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-1.02 A	-1.90 A	-1.21 G	0.00 A
250.0			-0.19 M	0.00 A
245.0	-9.37 G	-5.20 в	-0.18 o	0.00 A
240.0	-23.14 G	-5.55 H	-0.50 Q	0.00 A
235.0	-37.61 G	-6.61 G	-0.10 s	0.00 A
230.0	-55.74 G	-7.11 N	-0.11 s	0.00 A
225.0	-71.84 G	-7.38 н	-0.02 S	0.00 A
	-91.19 G	-9.26 в		
220.0	-110.81 G	-8.79 в	-0.20 s	0.00 A
215.0	-130.32 G	-10.73 G	-0.01 U	0.00 A
210.0	-152.72 G	-10.76 T	-0.21 S	0.00 A
205.0	-171.26 G	-10.42 B	-0.03 S	0.00 A
200.0			-0.18 S	0.00 A
193.3	-193.28 G	-10.89 B	-0.05 s	0.00 A
186.7	-214.91 G	-10.50 в	-0.16 s	0.00 A
180.0	-236.55 G	-10.20 L	-0.05 s	0.00 A
173.3	-255.70 G	-10.03 F	-0.10 s	0.00 A
166.7	-274.86 G	-9.91 L	-0.06 s	
	-292.34 G	-9.86 F		0.00 A
160.0	-309.86 G	-9.85 L	-0.09 S	0.00 A
153.3	-326.19 G	-9.90 J	-0.08 S	0.00 A
146.7	-342.61 G	-9.97 J	-0.08 S	0.00 A
140.0	-361.82 G	-11.02 J	-0.08 S	0.00 A
130.0			-0.10 s	0.00 A
120.0	-385.04 G	-11.05 J	-0.07 s	0.00 A
110.0	-406.94 G	-11.16 D	-0.08 s	0.00 A
100.0	-428.75 G	-11.31 J	-0.05 s	0.00 A
90.0	-449.71 G	-11.52 D	-0.08 S	0.00 A
30.0	-470.67 G	-11.76 J	3.00 3	0.00 A

80.0					0.05.5	171426		
	-491.1	5 G	-12.05 D		0.05 s	0.00		
70.0	-511.7	 1 G	-12.34 J		0.05 s	0.00		
60.0	-531.8	 3 G	-12.65 D	-	0.05 s	0.00	А	
50.0	-551.9	 7 G	-12.97 J	-	0.05 s	0.00	Α	
40.0	-571.8		-13.27 D	-	0.06 I	0.00	Α	
30.0	-591.7		-13.56 J	-	0.09 A	0.00	Α	
20.0				-	0.13 S	0.00	Α	
13.3	-613.9			-	1.00 C	0.00	V	
0.0	-615.4	4 G 	-18.32 D		0.00 A	0.00	Α	
MAXIMUM IN								
NORTH		LOADC EAST	COMPONENTS DOWN		UPLIFT		TAL EAR	
58.79	G 5	0.56 K	639.30	G	-560.91	M 58	.79 G	
MAXIMUM TO	====== RIZONTAL	======		=====	0		TOTAL @ 0.0	TORSION
96.5 G	92.1 J	96.5 G	248.0 Y	15217	. 8 G	14593.4 J	15217.8 G	39.6 T
			.=======					
Latticed To Processed	under li	cense at	inguyeu)		(C)	2013 Guyma:	St Inc. 41	16-736-7453
Sabre Towe	1 100 0000000 000						ct 2017 a	at: 14:34:34
********** ********	******** ******* ****	******* ****** ****	Service	***** Load Co	****** onditio *****	*********	**********	******
* Only 1 con * Some wind	ndition(loads m	s) shown ay have	in full been deri	ved fr	om full	-scale wind	d tunnel t	esting
LOADING COM		A ===		======				
60 mph wind	with no	ice. Wi	nd Azimut	h: 0�				
MAST LOADIN	NG ==							

ELEV APPLY..LOAD..AT RADIUS AZI ft ft

LOAD TYPE LOAD AZIFORCES.....MOMENTS..... HORIZ DOWN VERTICAL TORSNAL kip kip ft-kip ft-kip

C C C C	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.08 2.84 2.10 2.08 2.06	171426 0.13 6.00 4.00 4.00 4.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 225.0 225.0 220.0 215.0 210.0 210.0 200.0 180.0 160.0 14	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 42.0 64.4 64.4 79.5 83.3 92.0 89.2 89.2 353.1 322.3 322.4 321.9 322.4 321.9 322.4 322.3 322.3 322.3 322.3 322.3 322.4 322.4 322.4		0.02 0.02 0.04 0.04 0.05 0.05 0.05 0.06 0.06 0.06 0.07 0.07 0.07 0.07 0.07	0.03 0.03 0.05 0.05 0.10 0.10 0.11 0.13 0.15 0.15 0.16 0.17 0.17 0.17 0.20 0.21 0.22 0.22 0.22 0.23 0.28 0.29 0.31 0.35 0.35 0.35 0.35	0.00 0.00 0.05 0.05 0.05 0.05 0.05 0.04 0.04	0.00 0.00 0.03 0.03 0.03 0.03 0.02 0.02

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 FLFV NORTH ft DOWN NORTH EAST EAST DEG -0.504 D -0.505 D -0.498 D -0.480 D -0.471 D -0.458 D -0.442 D -0.410 D -0.376 D -0.358 D -0.338 D 0.523 G 0.524 G 0.518 G 0.499 G 0.489 G 0.476 G 0.460 G 0.426 G 0.409 G 1.028 G 0.983 G 0.936 G -0.989 D -0.945 D -0.900 D 0.015 G 0.015 G 0.014 G -0.029 F -0.029 F -0.029 F 255.0 250.0 245.0 240.0 0.890 G -0.856 D 0.013 G -0.028 -0.856 D -0.814 D -0.773 D -0.732 D -0.693 D -0.657 D -0.620 D -0.026 235.0 0.846 G 0.013 G0.803 G 0.762 G 0.721 G 0.683 G 0.013 G 0.012 G 0.012 G 0.012 G 0.011 G 230.0 -0.025 225.0 220.0 215.0 210.0 -0.024 -0.023 F -0.022 F -0.021 F 0.645 G 0.645 G 0.609 G 0.575 G 0.532 G 0.491 G 0.453 G 0.416 G 0.382 G 0.350 G -0.620 D -0.586 D -0.552 D -0.511 D -0.472 D -0.435 D -0.400 D -0.367 D 0.391 G 0.372 G 0.352 G 205.0 0.011 G -0.020 200.0 0.010 G -0.019 193.3 0.010 G -0.338 D -0.018-0.338 D -0.318 D -0.297 D -0.281 D -0.265 D -0.248 D -0.232 D 0.331 G 0.309 G 0.292 G 0.275 G 186.7 0.009 G -0.017 0.009 G 0.009 G 0.008 G 0.008 G 0.008 G 180.0 -0.016 -0.015 F 0.015 H 173.3 166.7 -0.336 D -0.307 D 0.258 G 0.241 G 0.014 H 0.013 H 160.0 153.3 146.7 0.291 G -0.280 D 0.007 G 0.225 G -0.216 D 0.012 H

				171426		
140.0	0.265 G	-0.254 D	0.007 G	0.208 G	-0.200 D	0.011 H
130.0	0.229 G	-0.220 D	0.007 G	0.192 G	-0.184 D	0.010 H
120.0	0.196 G	-0.188 D	0.006 G	0.175 G	-0.168 D	0.009 н
110.0	0.165 G	-0.158 D	0.006 G	0.159 G	-0.153 D	0.009 н
100.0	0.138 G	0.132 J	0.005 G	0.142 G	-0.137 D	0.008 H
90.0	0.113 G	0.108 J	0.005 G	0.126 G	-0.121 D	0.007 H
80.0	0.091 G	0.087 J	0.004 G	0.110 G	-0.105 D	0.006 н
70.0	0.072 G	0.069 J	0.004 G	0.097 G	-0.093 D	0.005 H
60.0	0.054 G	0.052 J	0.003 G	0.084 G	-0.081 D	0.004 H
50.0	0.039 G	0.038 J	0.003 G	0.070 G	-0.067 D	0.004 H
40.0	0.026 G	0.025 J	0.002 G	0.056 G	-0.054 D	0.003 H
30.0	0.015 G	-0.014 D	0.002 G	0.042 G	-0.040 D	0.002 H
20.0	0.005 G	-0.005 D	0.001 G	0.028 G	-0.026 D	0.001 H
13.3	0.002 G	-0.002 D	0.001 G	0.019 G	-0.018 D	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	0.19 G	0.56 G	0.34 A	0.00 A
250.0			0.06 G	0.00 A
245.0	0.00 A		0.10 I	0.00 A
240.0	3.68 A	1.53 B	0.17 K	0.00 A
235.0	6.70 A	1.69 A	0.06 A	0.00 A
230.0	10.54 A	2.10 H	0.04 A	0.00 A
225.0	14.71 A	2.01 B	0.03 A	0.00 A
220.0	18.36 A	2.62 н	0.07 A	0.00 A
215.0	23.59 A	2.48 H	0.01 c	0.00 A
210.0	27.33 A	2.97 в	0.08 A	0.00 A
205.0	32.82 A	3.06 B	0.02 A	0.00 A
200.0	37.68 A	2.93 в	0.07 A	0.00 A
193.3	43.33 A	3.09 н	0.02 A	0.00 A
186.7	48.84 A	2.96 в	0.06 A	0.00 A
	54.29 A	2.90 L	0.00 A	0.00 A
180.0	59.04 A	2.84 L		
173.3	63.73 A	2.82 L	0.04 A	0.00 A
166.7	67.97 A	2.80 L	0.02 A	0.00 A
160.0	72.17 A	2.81 L	0.03 A	0.00 A
153.3	76.05 A	2.82 D	0.03 A	0.00 A
146.7	79.92 A	2.86 J	0.03 A	0.00 A
140.0	84.32 A	3.14 D	0.03 A	0.00 A
130.0	89.49 A	3.16 D	0.04 A	0.00 A
120.0	94.30 A	3.19 D	0.03 A	0.00 A
110.0	99.03 A	3.25 D	0.03 A	0.00 A
100.0	103.50 A	3.31 D	0.02 A	0.00 A
90.0	107.92 A	3.31 D	0.03 A	0.00 A
80.0	112.11 A	3.46 D	0.02 A	0.00 A
70.0			0.02 A	0.00 A
60.0	116.22 A	3.55 D	0.02 A	0.00 A

0 00 1
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0.00 A
0 00 =
0.00 I
0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-0.35 A	-0.54 A	-0.35 G	0.00 A
250.0			-0.05 A	0.00 A
245.0	-4.08 G	-1.50 B	-0.03 C	0.00 A
240.0	-8.05 G	-1.62 H	-0.12 E	0.00 A
235.0	-12.72 G	-1.98 G	-0.01 G	0.00 A
230.0	-18.52 G	-1.99 B	-0.03 G	0.00 A
225.0	-23.30 G	-2.15 H	0.00 A	0.00 A
220.0	-29.70 G	-2.64 в	-0.05 G	0.00 A
215.0	-35.42 G	-2.51 н	0.00 A	0.00 A
210.0	-41.83 G	-3.07 G	-0.05 G	0.00 A
	-48.59 G	-3.05 B		
205.0	-54.03 G	-2.98 B	0.00 G	0.00 A
200.0	-60.54 G	-3.10 B	-0.04 G	0.00 A
193.3	-66.98 G	-3.01 H	-0.01 G	0.00 A
186.7	-73.45 G	-2.92 L	-0.04 G	0.00 A
180.0	-79.21 G	-2.88 L	-0.01 G	0.00 A
173.3	-85.01 G	-2.84 L	-0.02 G	0.00 A
166.7	-90.33 G	-2.84 L	-0.01 G	0.00 A
160.0	-95.67 G	-2.83 L	-0.02 G	0.00 A
153.3	-100.69 G	-2.86 J	-0.02 G	0.00 A
146.7	-105.74 G		-0.02 G	0.00 A
140.0			-0.02 G	0.00 A
130.0	-111.71 G	-3.19 D	-0.02 G	0.00 A
120.0	-119.02 G	-3.20 D	-0.02 G	0.00 A
110.0	-125.95 G	-3.24 D	-0.02 G	0.00 A
100.0	-132.88 G	-3.29 D	-0.01 G	0.00 A
90.0	-139.60 G	-3.36 D	-0.02 G	0.00 A
80.0	-146.33 G	-3.43 D	-0.01 G	0.00 A
70.0	-152.98 G	-3.51 J	-0.01 G	0.00 A
70.0	-159.69 G	-3.59 J	0.01 0	0.00 A

						171426	
60.0				-0.01	G	0.00	A
	-166.26 G	-3.68	D				
50.0				-0.01	G	0.00	A
	-172.83 G	-3.77	D				
40.0				-0.02	I	0.00	A
	-179.36 G	-3.85	D				
30.0				-0.03	A	0.00	A
	-185.90 G	-3.93	D				
20.0				-0.03	G	0.00	Α
	-192.95 G	-4.13	D				
13.3				-0.32	C	0.00	K
	-194.24 G	-5.30	D			Notes: Marketine	
0.0				0.00	A	0.00	Α

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

------LOAD---COMPONENTS------ TOTAL NORTH EAST DOWN UPLIFT SHEAR

17.93 G 15.43 K 201.69 G -140.40 A 17.93 G

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

-----HORIZONTAL---- DOWN NORTH EAST TOTAL @ 0.0 TOTAL @ 0.0

27.7 -26.5 27.7 83.4 4367.1 -4189.3 4367.1 11.2 G G G G G G G H

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1

Customer AT&T Project Number 171426 Date 10/2/2017

Engineer REB

Overall Loads: Factored Moment (ft-kips) Factored Axial (kips) Factored Shear (kips) Individual Leg Loads: Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)	15217.80 248.02 96.53 561.00 639.00 59.00	Anchor Bolt Count (per leg) Tower eccentric from mat (ft)	6 2.25
Width of Tower (ft) Ultimate Bearing Pressure Bearing Φs	29 8.00 0.75	Allowable Bearing Pressure (ksf) Safety Factor	4.00 2.00
Bearing Design Strength (ksf) Water Table Below Grade (ft) Width of Mat (ft) Thickness of Mat (ft) Depth to Bottom of Slab (ft) Bolt Circle Diameter (in)	6 999 36.5 1.75 6.5	Max. Factored Net Bearing Pressure (ksf) Minimum Mat Width (ft)	4.66 35.51
Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Mat Bar Diameter in Mat (in)	65.5 3.5 0.5 4.75 68 1.27	Minimum Pier Diameter (ft) Equivalent Square b (ft)	2.83
Area of Bars in Mat (in²) Spacing of Bars in Mat (in) Quantity of Bars Pier Bar Diameter in Pier (in) Tie Bar Diameter in Pier (in)	86.14 6.43 16 1.128 0.5	Recommended Spacing (in)	6 to 12
Spacing of Ties (in) Area of Bars in Pier (in²) Spacing of Bars in Pier (in) f'c (ksi) fy (ksi) Unit Wt. of Soil (kcf) Unit Wt. of Concrete (kcf) Volume of Concrete (yd³)	11 15.99 6.61 4.5 60 0.12 0.15 91.96	Minimum Pier A _s (in ²) Recommended Spacing (in)	6.93 5 to 12

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	16.73		
φν _c (ksi)	0.228	v _u (ksi)	0.223
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.323		
$\phi v_c = \phi 4 f'_c^{1/2}$	0.228		
Shear perimeter, bo (in)	182.25		
$eta_{ extsf{c}}$	1		

Stability:

Overturning Design Strength (ft-k)	19418.1	Factored Overturning Moment (ft-k)	15893.5
One-Way Shear: ϕV_c (kips)	835.7	V _u (kips)	743.8
Pier Design:		-	
Design Tensile Strength (kips)	863.4	Tu (kips)	561.0
φV _n (kips)	91.8	V _u (kips)	59.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f_c^{1/2}b_w d$	30.6		
V _s (kips)	72.0	*** $V_s max = 4 f'_c^{1/2} b_w d (kips)$	378.7
Maximum Spacing (in)	11.15	(Only if Shear Ties are Required)	
Actual Hook Development (in)	15.46	Req'd Hook Development I _{dh} (in)	12.23
		*** Ref. ACL11.5.5.8.11.5.6.3	

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	208.9	P _u (kips)	561.0
Pier Rebar Development Length (in)	54.56	Required Length of Development (in)	32.78
Flexure in Slab:			
φM _n (ft-kips)	5887.2	M _u (ft-kips)	5871.5

φM _n (ft-Kips)	5887.2
a (in)	3.08
Steel Ratio	0.01176
β_1	0.825
Maximum Steel Ratio (ρ _t)	0.0197
Minimum Steel Ratio	0.0018
Rebar Development in Pad (in)	107.15

	Control of the Contro		
par Development in Pad (in)	107.15	Required Development in Pad (in)	18.17

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

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1
Customer Name AT&T
Job Number 171426
Date 10/2/2017
Engineer REB

561	Anchor Bolt Count (per leg)	6
639		
59		
22.12		
0.75		
16.59		
999		
18		
65.5		
9	Minimum Pier Diameter (ft)	2.83
0.5		
26		
46		
1.128		
0.625		
12		
45.97	Minimum Area of Steel (in2)	45.80
6.80	,	
4.5		
60		
0.15		
0.75		
0.75		
1	Length to Ignore Download (ft)	
	0	
	639 59 22.12 0.75 16.59 999 18 65.5 9 0.5 26 46 1.128 0.625 12 45.97 6.80 4.5 60	639 59 22.12 0.75 16.59 999 18 65.5 9 Minimum Pier Diameter (ft) 0.5 26 46 1.128 0.625 12 45.97 6.80 4.5 60 0.15 0.75 0.75 0.75 62.44 Length to Ignore Download (ft)

ignore bottom Length in Download:		U	
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
2	0.00	0.00	0.11
12	0.30	0.30	0.11
28	1.00	1.00	0.11
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Factored Net Weight of Concrete (kips)

Bearing Design Strength (kips)

Skin Friction Design Strength (kips)

Download Design Strength (kips)

5.7

1055.4

360.5

Factored Net Download (kips)

644.7

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

Uplift:

Nominal Skin Friction (kips)480.7Wc, Weight of Concrete (kips)252.9W_R, Soil Resistance (kips)1281.8ΦsWr+0.9Wc (kips)1188.9

Uplift Design Strength (kips) 588.1 Factored Uplift (kips) 561.0

Pier Design:

Design Tensile Strength (kips) 2482.3 Tu (kips) 561.0 ϕV_n (kips) 933.8 V_u (kips) 59.0 $\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_w d$ (kips) 933.8

 V_s (kips) 0.0 *** V_s max = 4 f'_c 1/2 f'_c 2503.8

Maximum Spacing (in) 6.78 (Only if Shear Ties are Required)

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

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.

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

▼ Active ▼

Search

Status

	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	Α	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	4110850	AltaWorx, LLC	Cellular	С	Fairhope	AL
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	Utility Master Information Search CampusSims, Inc.	Cellular	D	Boston	MA
	4100700	Cellco Partnership dba Verizon Wireless	Cellular		Basking Ridge	NJ
View	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
View	4101900	Consumer Cellular, Incorporated	Cellular	A	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	Α	Elizabethtown	KY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	Α	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	Α	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	A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	Α	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,	Cellular	Α	San Antonio	TX

		Othity Waster Information Search				
		LLC dba AT&T Mobility, PCS				
View	10900	New Par dba Verizon Wireless	Cellular	Α	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	Α	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		New York	NY
View	4109000	Ting, Inc.	Cellular	Α	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	ļ	Jacksonville	FL

View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	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



Issued Date: 09/05/2017

DAVE CUNDIFF AT&T MOBILITY 208 S Akard Dr Dallas, TX 75202

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

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

Structure: Tower East Union Location: Carlisle, KY

Latitude: 38-14-53.17N NAD 83

Longitude: 83-58-14.92W

Heights: 903 feet site elevation (SE)

270 feet above ground level (AGL) 1173 feet above mean sea level (AMSL)

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

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

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

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

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

This determination expires on 03/05/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

This determination does not constitute authority to transmit on the frequency(ies) identified in this study. The proponent is required to obtain a formal frequency transmit license from the Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA), prior to on-air operations of these frequency(ies).

This determination of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is being caused by the licencee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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

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

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

If we can be of further assistance, please contact our office at (202) 267-0105, or j.garver@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-17331-OE.

Signature Control No: 341690748-342955718

(DNE)

Jay Garver Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2017-ASO-17331-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	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

Verified Map for ASN 2017-ASO-17331-OE



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 AERONAUTICAI	STUDY#
ADDRESS (street)	(CITY		STATE	ZIP
3300 E. Renner Road, B31		Richardson		TX	75082
APPLICANT'S REPRESEN	ITATIVE (name) F	PHONE	FAX		1
Roy Johnson		502-445-2475	502-222-4266		
ADDRESS (street)	(CITY		STATE	ZIP
3605 Mattingly Road		Buckner		KY	40010
APPLICATION FOR	New Construction	on Alteration	Existing	WORK SCHEDULE	1
DURATION Perma	anent Temp	orary (months	days)	Start End	TBD
TYPE Crane	Building	MARKING/PAINTIN	G/LIGHTING PREFER	RRED	
X Antenna Tower		Red Lights & Pai	nt White- medi	um intensity V	Vhite- high intensity
Power Line Wa	ater Tank	X Dual- red & med	ium intensity white	Dual- red & hi	gh intensity white
Landfill Ot	her	Other		_	
LATITUDE	L	ONGITUDE		DATUM X NAD	83 NAD27
38° 14' 53.17	"	83° 58′ 14	. 92 "	Other	_
NEAREST KENTUCKY	1	NEAREST KENTUCK	Y PUBLIC USE OR MI	LITARY AIRPORT	
City Carlisle County Nicho	olas	IOB Mount Sterling-N	Montgomery County		
SITE ELEVATION (AMSL,		TOTAL STRUCTURE	HEIGHT (AGL, feet)	CURRENT (FAA aer	onautical study #)
903		270	, , , , , ,	2017-ASO-17331-	
OVERALL HEIGHT (site e	elevation plus tota	al structure height, j	feet)	PREVIOUS (FAA ae	ronautical study #)
DISTANCE (from neares 11.39 NM	t Kentucky public	use or Military airp	ort to structure)	PREVIOUS (KY aero	nautical study #)
DIRECTION (from neare	st Kentucky public	use or Military air	port to structure)		
DESCRIPTION OF LOCAT	TION (Attach USG	S 7.5 minute quadr	angle map or an airp	oort layout drawing	with the precise site
marked and any certifie		•	, ,	,	
		d Quad attached			
		4.20 CO			
DESCRIPTION OF PROPO	OSAL				
AT&T proposes to constr	uct a 255' cell towe	r with a 15' lightning	rod for an overall heig	ht of 270'.	
FAA Form 7460-1 (Has to No X Yes, when?	The second secon	struction or Alterat	ion" been filed with	the Federal Aviation	Administration?)
CERTIFICATION (I hereb	y certify that all ti	he above entries, m	ade by me, are true,	complete, and corr	ect to the best of
my knowledge and belie	ef.)				
PENALITIES (Persons fai	ling to comply wit	th KRS 183.861 to 1	83.990 and 602 KAR	050 are liable for fi	nes and/or
imprisonment as set for	th in KRS 183.990	(3). Noncompliance	with FAA regulation	ns may result in furti	ner penalties.)
NAME Michelle Ward	TITLE Sr. Real Estate Mgr	SIGNATURE	hence wand	DATE 8/23/17	
COMMISSION ACTION		Chairperson Administrate			
Approved Disapproved	SIGNATURE	_		DATE	
Прізаррі очец					

EXHIBIT G GEOTECHNICAL REPORT

Date: September 27, 2017 POD Job Number: 17-12779

GEOTECHNICAL REPORT

EAST UNION (KYL05502) 38° 14′ 53.17″ N 83° 58′ 14.92″ W

3900 Upper Sharpsburg Rd Carlisle, KY 40311

Prepared For:



For:



Prepared By:





September 27, 2017

Ms. Marie Glasgow 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: EAST UNION (KYL05502)

Site Address: 3900 Upper Sharpsburg Road, Carlisle, Nicholas County, Kentucky

Coordinates: N38° 14' 53.17", W83° 58' 14.92"

POD Project No. 17-12779

Dear Ms. Glasgow:

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.

PATTERSON

Cordially,

Mark Patterson, P.E. Project Engineer

License No.: KY 16300

Copies submitted:

(3) Ms. Marie Glasgow

LETTER OF TRANSMITTAL

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APPENDIX

BORING LOCATION PLAN BORING LOG SOIL SAMPLE CLASSIFICATION Geotechnical Report

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

Site Name: EAST UNION (KYL05502)

3900 Upper Sharpsburg Road, Carlisle, Nicholas County, Kentucky

N38° 14′ 53.17″, W83° 58′ 14.92″

1. PURPOSE AND SCOPE

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by

drilling three borings and to evaluate this data with respect to foundation concept and design for the proposed

tower and equipment support foundation. 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 255' self-support tower and either an equipment shelter, slab or platform at N38°

14' 53.17", W83° 58' 14.92", 3900 Upper Sharpsburg Road, Carlisle, Nicholas County, Kentucky. The site is located

on a ridge line in a farm field in a rural area of Nicolas County. The proposed lease area will be 10,000 square feet

and will be accessed from Gravel Road to the northwest by a new access road. The elevation at the proposed

tower location is about EL 903 and there is about 12 feet change in elevation across the proposed lease area. The

development will also include a small equipment platform near the base of the tower. The proposed tower location

is shown on the Boring Location Plan in the Appendix.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling three test borings near the base of the proposed tower. The

Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions

encountered. A sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general

subsurface conditions disclosed by the test boring is discussed in the following paragraphs.

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

Upper Ordovician age Clays Ferry Lake Formation. This formation consists of limestone with shale. There is low karst

potential for the Clays Ferry Formation. No sinkholes were noted on site or mapped with one-half mile of the site.

The borings encountered about 6 to 7 inches of topsoil at the existing ground surface. Below the topsoil, the borings

encountered clay (CH) of high plasticity to auger refusal depths between 8 to 12 feet. Auger refusal is defined as the depth

at which the boring can no longer be advanced using the current drilling method. The SPT N-values in the silty clay were

between 11 and 24 blows per foot (bpf) generally indicating a stiff to very stiff consistency. The clay also contained

1

significant amounts of weathered rock including shale, sandstone and limestone.

The refusal material was cored in Boring 1 from 8 to 28 feet below the ground surface. Limestone layers with clay were encountered along with layers of shale and sandstone that washed out of the core barrel. The recovery of the cores were between 15 to 20 percent with RQD values of 0 percent. These values generally represent very poor-quality rock from a foundation support viewpoint.

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 properly interpreted and implemented.

4.1. Proposed Tower

Our findings indicate that the proposed self-support can be supported on drilled piers or on a common mat foundation. Auger refusal was encountered as shallow as 8 feet and as deep as 12 feet. A drilled pier installer may not be able to drill deeper than 8 feet with a soil auger. If piers are designed that will bear deeper than 8 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 32 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0-2	2-12	12 - 28
Ultimate Bearing Pressure (psf)		11,000	22,120
C Undrained Shear Strength, psf	500	2,000	4,000
Ø Angle of Internal Friction degrees	0	0	0
Total Unit Weight, pcf	120	120	135
Soil Modulus Parameter k, pci	30	500	1000
Passive Soil Pressure, psf/one foot of depth		1,300 + 40(D-2)	2,500 + 45(D-24)
Side Friction, psf		300	1000

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

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

4.1.2. Mat Foundation

The tower could be supported on a common mat foundation bearing on the silty clay at a minimum of 3 feet can be designed using an allowable soil pressure of 4,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.30 may be used between the concrete and the clay soil. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

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

4.2. Equipment Platform

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

4.3. Equipment Slab

A concrete slab supporting the equipment must be supported on at least 6-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 6 in. of granular material is placed below the slab, a modulus of subgrade reaction (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 3,000 pounds per square foot.

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

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

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

4.5. Drainage and Groundwater Considerations

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

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

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

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

5.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- All piers must be poured the same day drilling is completed so that any shale is not allowed to swell. 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 ensure that adequate moisture conditioning and compaction is being achieved.

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

5.3 Construction Dewatering

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 8 and 12 feet. A sample of the refusal material was cored in Boring 1 from 8 to 28 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

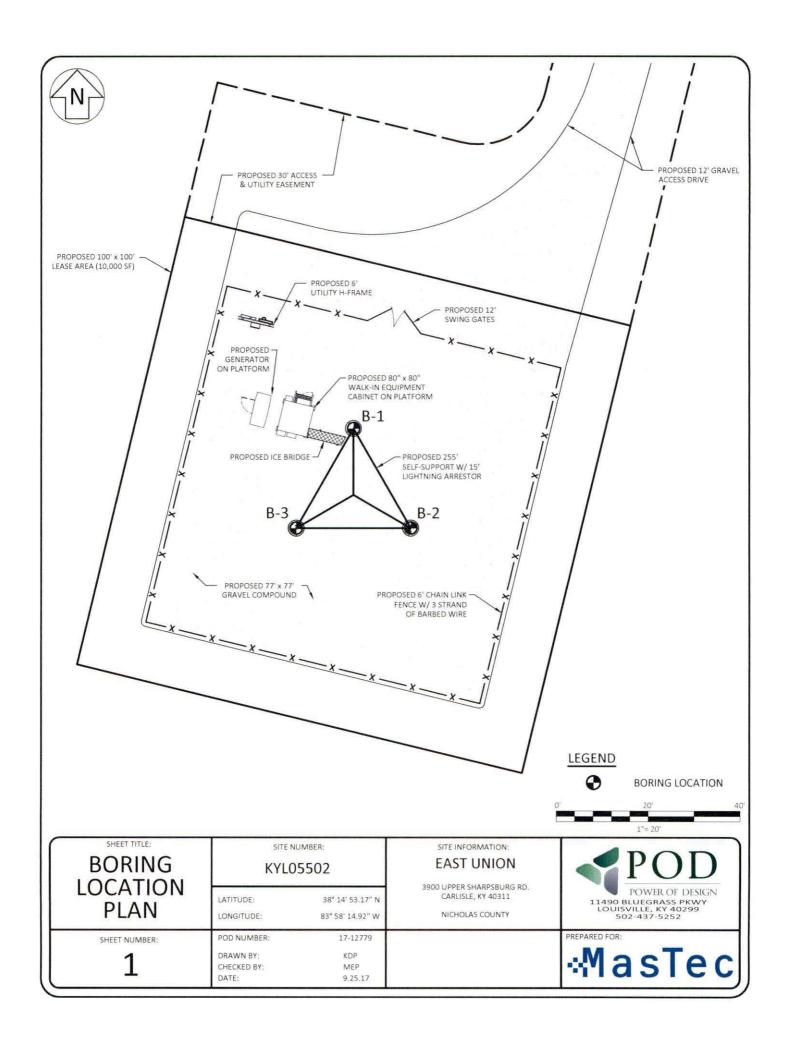
Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. POD Group is not responsible for 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.

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

City, State Project: Carlisle, KY **East Union**

Boring Date: Location: Proposed Tower Location Method: 22-Sep-17

letnoa:		H.S.A.	Boring Date:		22-Sep)-17				Locati	on:	Propose	ed Towe	r Loca	tion	
nside Diam	eter: 3	1/4"	Drill Rig Type:		3	CME	- 75	50		Hamn	ner T	ype: A	Auto			
roundwat	er: Dry	У								Weath	er:					
riller: Ho	osier	Drilling	Note:	Abou	ıt 7 inch	es of	tops	oil w	as en	counter	ed at	the gro	und sur	face		
From (ft)	To (ft)	Mate	rial Description		Sample Depth (ft)	Sample Type	ā	6-inch		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (tsf)
0.6	8.0		- stiff, tan-gray mottled		1-2,5	SS	6,	7,	8	18	15,					6.0
	3.5	- very stiff with cla	yshale		3.5-5	SS	15,	9,	9	16	18,					
	6.0	- limestone fragme	ents		6 - 7.5	SS		50,		2	50,					
8.0	28.0		h CLAY and layers of highly shale and sandstone.							24		0%				
						RC										
						RC				18		0%				
		Boring Te	erminated at 28 feet													



Boring Log

Boring: B-2

Page 1 of 1

	PC	OWER OF	DESIGN													
Proj	ect:	Eas	st Union							City,	Sta	te		Carlis	le, KY	
ethod: side Diam	eter: 3	H.S.A.	Boring Date		22-Sej		C - 7	50				Propose Type: A	ed Towe	er Loca	tion	
roundwat	er: Dr	у								Weath	ier:					
riller: Ho	osier	Drilling		Note: Abo	ut 6 inch	es of	tops	oil w	as en	counter	ed at	the gro	und sur	face		
From (ft)	To (ft)	M	laterial Description		Sample Depth (ft)	Sample Type	i	Blows per 6-inch		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive
0.5	8.5															
		CLA	AY (CH) - very stiff, tan		1-2.5	SS	6,	10,	9	14	19,					6.0
	3.5	- with rock frag	gments		3.5-5	SS	7,	8,	10	16	18,					6.0
					6 - 7.5	SS	16,	14,	10	2	24,					
		Aug	ger Refusal at 8.5 feet													
													ļ.			
		-														7



Boring Log

Boring: B-3

Page 1 of 1

Carlisle, KY Project: **East Union** City, State **Boring Date:** Method: H.S.A. 22-Sep-17 Location: Proposed Tower Location Drill Rig Type: Inside Diameter: 3 1/4" CME - 750 Hammer Type: Auto Groundwater: Dry Weather: Note: About 6 inches of topsoil was encountered at the ground surface Driller: Hoosier Drilling Rock Quality (RQD,%) Compressive Strength, (tsf) value % Fines (clay & silt) Sample Depth (ft) Recovery (in) Atterberg Limits Blows per 6-inch SPT-N From To (ft) (ft) Material Description 0.5 12.0 CLAY (CH) - stiff, tan 1-2.5 SS 6. 18 13, 6.0 SS 3.5-5 6.0 5, 6 16 11. 6.0 - very stiff 6 - 7.5 7. 12 5.0 10 17. - with weathered sandstone fragments SS 8.5 - 10 50. 2 50. Auger Refusal at 12.0 feet

SOIL SAMPLE CLASSIFICATION

	RAINED SOILS & GRAVELS)	FI	NE GRAINED SO (SILTS & CLAYS	The state of the s	PARTIC	LE SIZE
N	Relative Density	N	Consistency	Qu, KSF Estimated	Boulders	Greater than 300 mm (12 in)
0-4	Very Loose	0-1	Very Soft	0-0.5	Cobbles	75 mm to 300 mm (3 to 12 in)
5-10	Loose	2-4	Soft	0.5-1	Gravel	4.74 mm to 75 mm (3/16 to 3 ir
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	Over 31	Hard	8+	Silts & Clays	Less than 0.075 mm

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 QUAL	ITY 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.

	Lander of Deal Core Dealers			Core Diameter	Inches
Recovery =	Length of Rock Core Recovered	X100	63 REC	BQ	1-7/16
¥.	Length of Core Run		NQ	NQ	1-7/8
	Sum of 4 in and langer Book Diseas Becovered		43 RQD	HQ	2-1/2

RQD = Sum of 4 in. and longer Rock Pieces Recovered Length of Core Run

X100

SYMBOLS

KEY TO MATERIAL TYPES

	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 motures
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, sity 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

	SAMPLING SYMBOLS SS Split Spoon Sample
F:	Fines Content
γ	Dry Unit Weight, PCF
Qu:	Unconfined Compressive Strength Estimated Qu, TSF
Qp:	Pocket Penetrometer Value, TSF
PI:	Plasticity Index, %
LL:	Liquid Limit, %
M:	Moisture Content, %
N:	SOIL PROPERTY SYMBOLS Standard Penetration, BPF

Relatively Undisturbed Sample

Rock Core Sample

EXHIBIT H DIRECTIONS TO WCF SITE

Site Name: East Union Driving Directions to Proposed Tower Site

- Beginning at the offices of the Nicholas County Judge Executive located at 125 E. Main Street, Carlisle, KY, start out going east on E Main St/KY-36/KY-32 toward S Broadway St. Continue to follow E Main St/KY-36.
- 2. Turn right onto E Union Rd/KY-1285.
- 3. Turn right onto Gravel Rd/KY-57.
- 4. Keep left at the fork to continue on KY-57/Gravel Rd.
- 5. Take the 1st left onto Upper Sharpsburg Rd.
- 6. Arrive at 3900 Upper Sharpsburg Rd, Carlisle, KY
- 7. The site coordinates are 38°14'53.17" North latitude, 83°58'14.92" West longitude.



Prepared by: Robert W. Grant 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 Lexington Cell Site Number: KYL05502 Cell Site Name; East Union Fixed Asset Number; 13800683

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 Shawn C. Becraft, a single man, having a mailing address of 3900 Upper Sharpsburg Road, Carlisle, KY 40311 ("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 3900 Upper Sharpsburg Road, Carlisle, in the County of Nicholas, 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") unon written notification to Landlord and the payment of an 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. Tenant may use the Premises for the transmission and reception of PERMITTED USE. communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. 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 commences 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.

5. APPROVALS.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.
- 6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

- by either party on thirty (30) days prior written notice, if the other party remains in default (a) under Section 15 of this Agreement after the applicable cure periods;
- 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;
- 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;
- by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- 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.

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
 - (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 indennify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.
- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- (c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

- (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

- (a) Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination 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.

Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. However, to the extent required by law, Tenant will remove the above-ground portions of the Communications Facility within such one hundred twenty (120) day period. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

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

15. DEFAULT AND RIGHT TO CURE.

- (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) 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.
- 16. <u>ASSIGNMENT/SUBLEASE</u>. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. 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 #: KYL05502; Cell Site Name: East Union (KY)

Fixed Asset No.: 13800683 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Department

Re: Cell Site #: KYL05502; Cell Site Name: East Union (KY)

Fixed Asset No.: 13800683 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:

Shawn C. Becraft

3900 Upper Sharpsburg Road

Carlisle, KY 40311

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.
- 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.

21. 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 #: KYL05502; Cell Site Name: East Union (KY)

Fixed Asset No: 13800683 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 APPEAR ON NEXT PAGE]

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

"LANDLORD"

Shawn C Becraft

Print Name:

Its: Owner

Date: 11 07 2010

LANDLORD ACKNOWLEDGMENT

STATE OF Sentucke

COUNTY OF

On the 7H day of 100., 2016 before me, personally appeared Shawn C. Becraft, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for

the purposes therein contained.

Notary Public:

My Commission Expires:

"TENANT"

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

Its: Manager

By: 1

Print Name: Bryan Coleman

Its: Area Manager - TN/KY

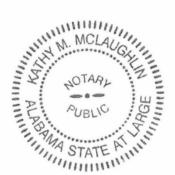
TENANT ACKNOWLEDGMENT

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) ss:

COUNTY OF JEFFERSON

On the 31 day of 7 day, 2017, before me personally appeared Bryan Coleman, 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. McLaughlin My Commission Expires: 10 - 20 - 2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 6

to the Option and Lease Agreement dated with 1, 2016, by and between Shawn C. Becraft, a single man, as Landlord, and New Cingular Wireless JCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows: DB 118, PG 142

A certain lot or parcel of had lying and being in Nicholas County, Kentucky, at the village of East Union, on the line of the Carlisle and East Union Tumpike opposite the end of what is known as the Clark Route Road and bounded and abutted on the South, West and North by the land of William Newell and Agnes Newell (now E. C. Stephenson), and on the East by said tumpike and more particularly described as follows:

BEGINNING in the center of the Carlisle and East Union Turnpike Road opposite the lot of John Buntin and corner to other land of William Newell (now Stephenson); thence, in a western direction with the line of William Newell's land (now Stephenson) and five (5) feet north of and parallel to William Newell's Blacksmith shop 45 feet to a point in the land of William Newell (now Stephenson); thence, at a right angle in a northern direction on a line parallel with said tumpike 25 feet to another point in the land of William Newell (now Stephenson); thence, in an Eastern direction parallel with the first line berein mentioned 45 feet to the center of said tumpike; thence, in a southern direction with the middle of said tumpike 25 feet to the point of beginning, CONTAINING 1125 SQUARE FEET.

TRACT NO II

Three certain tracts or parcels of land lying, being and situated in Nicholus County, Kentucky, and more particularly bounded and described as follows:

First Parcel

BEGINNING IN THE CENTER OF THE Carlisle and Sharpsburg Turupike (Clark Route) corner to C. B. McCarty; thence, with the road as follows: N 73 W 26 feet; N 80 W 429 feet; S 86 V2 W 592 feet to a point in the center of said road and corner to Harmon Scott's heirs; thence, leaving the road with Scott's line N 4 V2 E 1049.4 feet; N 86 V2 W 1310.2 feet; S 3 W 612.48 feet to a point on the S side of the Carlisle and Sharpsburg Turnpike (Clark Route); thence, with said road N 61 W 95.7 feet; S 83 V2 W 566.3 feet to the junction of the roads; thence, with the center of the Carlisle and East Union Turnpike N 8 I/2 E 792 feet; N 29 E 759 feet; N 41 E 693 feet; N 26 E 118.8 feet; N 13 V2 E 1122 feet; N 20 V2 E 264 feet; N 30 I/4 E 415.8 feet to a point in the center of said road in line of same and corner to Elizabeth Jane Buntin; thence, leaving the road with Mrs. Buntin's line S 83 E 421 feet; S 67 V2 E 1485 feet; S 30 I/2 W 947.76 feet; S 75 E 434 feet; to a set fence post corner to C. B. McCarty; S 2 E 2150 feet to a large elm tree; thence S 13 W 691 feet to the point of beginning, CONTAINING 175.62 ACRES, more or less.

Second Parcel

BEGINNING at a set stone in a branch corner to the Dower tract in the division of the lands of Harmon Scott, deceased, and G. W. Bramblett's line; thence, with said Bramblet's line N 86 V2 W 363 feet to a hedge tree corner to George Scott's share in said division; thence with said George Scott's line S 10 E 336.6 feet to a set stone corner to said George Scott; thence S 15 V4 E 468.6 feet to a set stone corner to saince thence S 25

V2 W 93.72 feet to a set stone on the south side of turnpike corner to same in G. W. Bramblet's line; thence, with the said Bramblett's line S 61 E 204.6 feet to a set stone corner to the dower in said division line; thence, with the line of the dower N 2 I/4 _____953.7 feet to the beginning, CONTAINING 5.06 A CRES, more or less.

Third Percel

BEGINNING at a black locust tree corner to J. C. B. Scott's share in the division of the lands of Harmon Scott, deceased, and in G. W. Bramblet's line; thence, with said Bramblet's line N 86 1/2 W 213.18 feet to a bedge tree a corner to the dower in said division; thence, with the line of the dower S 2 1/4 W 1072.5 feet to a set stone on the south side of the tumpike corner to the dower in G. W. Bramblet's line; thence with said Bramblet's line S 73 1/2 E 223.08 feet to a set stone corner to J. C. B. Scott's share in said division; thence with said J. C. B. Scott's line N 2 1/4 E 1118.7 feet to the beginning, CONTAINING 5.5 ACRES, more or less.

THERE IS EXCEPTED and not berein conveyed from the above described Tract No. II Parcel 3, the following described property, to-wit:

A certain tract or parcel of land lying and being in Nicholas County, Kentucky, and being located on the north side of the Sharpsburg Road and approximately 0.5 mile east of the intersection of Ky 57 and the Sharpsburg Road and more particularly described as follows:

BEGINNING at a steel pin existing at the northeast property corner of the Russell and Margie Sexton (DB 70, Pg 254) corner to Everett Becraft and Tract No. II, Parcel 3 of the Vice and Becraft property (DB 82, Pg 785) and severing Parcel 3; thence North 8l deg 13' 58" West, a distance of 213.630 feet to a pin corner to Roger Crouch (DB 73,Pg 375) and with Crouch North 03 deg 26' 51" East, a distance of 41.754 feet to a pin set corner to Parcel 3 remaining and leaving Crouch and with Parcel 3 South 87 deg. 04' 40" East a distance of 209.547 feet to a pin set corner to Everett Becraft and with said Becraft South 00 deg 35' 12" West, a distance of 63.56l feet to the Point of beginning, and being subject to all right of ways, easements, etc, of record or otherwise, CONTAINING 0.25 ACRES, more or less.

The above exception is the same property conveyed to Russell Sexton and wrife, by deed from W. C. Vice and wrife, and Buddy R. Becraft and wrife, dated January 13, 1997, of record in Deed Book 96, Page 301, Nicholas County Clerks Office.

THERE IS EXCEPTED and not herein conveyed from the above described Tract No. II Parcels 2 and 4, the following described property, to-wit:

A certain tract or parcel of land lying and being in Nicholas County, Kentucky, and being located on the North side of the Sharpsburg Road and approximately 0.2 mile east of the intersection of Ky 57 and the Sharpsburg Road and more particularly described as follows:

BEGINNING at a steel pin set in the North right of way of the Sharpsburg Road corner to Tract 2 Parcel 4, and leaving said right of way and severing Tract 2 Parcel 4 (Becraft and Vice DB 82 Pg 785) North 06 deg 38' 01" West, a distance of 281.782 feet to a pin set. South 72 deg 34' 00" East, a distance of 541.548 feet to a pin set corner to Roger Crouch (DB 70, Pg 254) and leaving Becraft and Vice and with Crouch South 02 deg, 22' 18"

West, a distance of 187.029 feet to a pin set corner to James Becraft and leaving said Crouch and with James Becraft North 72 deg. 15' 49" West, a distance of 282.134 feet to a pin set; south 26 deg. 26' 30" West, a distance of 115.422 feet to a pin set in the North right of way of the Sharpsburg Road and leaving James Becraft North 61 deg. 00" 00" West, a distance of 178.664 feet to the point of beginning, and being subject to all right of ways, easements, etc. of record or otherwise. CONTAINING 2.61 ACRES, more or less.

The above described exception is the same property conveyed to Chad Becraft, by deed dated January 13, 1997, by W. C. Vice and wife and Buddy R. Becraft and wife, of record in Deed Book 96, Page 298, Nicholas County Clerks Office.

TRACT NO. III

A certain tract or parcel of land situated in Nicholas County, Kentucky, one half mile North of East Union, on a county road and more particularly described a follows:

BEGINNING at a hedge tree, corner to Lula F. Terry's share in this division and G. W. Bramblet's line; thence, with said Bramblet's line N 86 V2 W 18.80 poles to a set fence post corner to said Bramblett; thence S 3 W 37.20 poles to a set stone on South side of the tumpike corner to same; thence S 61 E 33.88 poles to a set stone on the same side of the tumpike corner to Lula F. Terry's share in this division; thence with her line N 25 V2 E 5.68 poles to a set stone corner to same; thence S 15 V4 W 28.40 poles to a set stone corner to same; thence N 10 W 20.40 poles to the beginning CONTAINING 6 ACRES, 3 RODS AND 30 POLES, more or less.

TRACT NO. IV

A cortain tract of land lying on the waters of Somerset Creck in Nicholas County, Kentucky, and more particularly described as follows:

BEGINNING at a stone at "I" a corner with Bramblet; thence \$ 30 1/4 W 14.35 chs to a stone corner with Bramblet at "2"; thence \$ 75 1/4 E 23 chs to a stone corner with same at "3"; thence N 14 1/2 W 4 chs to a stone at "4" a corner with Bramblet;. Thence N 40 E 6.60 chs to a stake in the fence at "5" a corner with the 29 Acre lot; thence with the line of same N 59 1/2 W 15.70 chs to "6" corner to the 1 1/2 Acre lot; thence with same N 65 W 5.06 chs to the beginning, CONTAINING 24 ACRES.

A PASSWAY is granted to the purchaser of the property herein conveyed from the tumpike road over the lands of A. C. Buntin to said tract as is now located.

THERE IS ALSO EXCLUDED from Tracts I and/or II above described so much thereof as was conveyed to the Commonwealth of Kentucky by deed dated April 20, 1934, and of record in Deed Book 43, Page 664, above Clerks Office, and by deed dated April 25, 1955, of record in Deed Book 55, Page 395, above Clerks Office, to which said last two named deeds reference is hereby made for a more particular description of the property therein conveyed and herein excluded.

THERE IS EXCLUDED from the above described property and not hereby conveyed, the following described two (2) tracts of land:

TRACT 1

A certain tract of land lying on the North side of the Upper East Union Road and being more particularly described as follows:

BEGINNING at a seed pin in the North right of way line of the Upper East Union Road, corner to Willoughby; thence with the line of said Willoughby N 4 deg 13' E 112.82 feet to a steel pin, corner to other lands of Earl Becraft; thence with the line of said Earl Becraft N 79 deg. 44' W 213.63 feet to a steel pin corner to Willoughby; thence with the line of said Willoughby S 6 deg 10' W 107.11 feet to a steel pin in the North right of way line of the Upper East Union Road; thence with the said North right of way line of the Upper East Union Road S 78 deg 20' E 217.93 feet to the point of beginning, CONTAINING 0.54 ACRE.

And being the same property conveyed to Russell Sexton and Margie Sexton, his wife, by deed from Earl Becraft, etc. dated July 28, 1976, of record in Deed Book 70, Page 254, Nicholas County Clerks Office.

TRACT 2

BEGINNING at a post in the North right of way line of the Upper Sharpsburg Road, a corner to Lawrence Crouch, and running with the North right of way line of said toad North 58 degrees and 13 minutes West 163.5 feet and North 64 degrees and 42 minutes West 193.9 feet to a post, a corner to Earl Becraft, thence, running with the line of Earl Becraft North 26 degrees and 23 minutes East 120.0 feet; and South 72 degrees and 34 minutes East 284.0 feet to a post in the line of Lawrence Crouch; thence, running with the line of Lawrence Crouch South 3 degrees and 00 minutes West 191.6 to the point of beginning and CONTAINING 1.06 ACRES, more or less,

And being the same property conveyed to James E. Bocraft and wife, by deed from Earl Becraft etc. dated July 22, 1985, of record in Deed Book 76, page 509. Nicholas County Clerks Office.

TRACT NO V

A certain tract or parcel of land lying and being in Nicholas County, Kentucky, and being located on the North side of the Sharpsburg Road and approximately 0.6 mile east of the intersection of Ky 57 and the Sharpsburg Road and more particularly described as follows:

BEGINNING at a pin set corner to Tract No. 2 Parcel 1 of the Vice and Becraft Tract (DB 82, Page 785) and with Becraft remaining for the following calls North 54 deg 10' 42" West, a distance of 294.116 feet to a pin set corner to Tract No. 1 Parcel 3 Vice and Becraft and with said Becraft North 02 deg 15' 00" East, a distance of 743.890 feet; to a pin set corner to Tract I, Parcel 1 of Vice and Beeraft and with said Parcel I South 86 deg 30' 00" East, a distance of 280.500 feet to a pin set, thence South 04 deg. 30' 00" West, a distance of 901.11 feet to the point of beginning, and being subject to all right of ways, casements, etc. of record or otherwise, CONTAINING 4.99 ACRES, more or less.

Being the same property conveyed to Tyler Downs, Sr., by W. C. Vice and Betty Vice, husband and wife, and Buddy R. Beeraft (aka Everett Richard Boeraft) and Marilyn D. Beeraft, husband and wife, by deed dated January 13, 1997, of record in Deed Book 96, Page 48, Nicholas County Clorks Office.

THERE IS ALSO EXCLUDED AND EXCEPTED from the above property a tract of land conveyed to Russell Sexton and wife, by Tyler Downs, Sr., single, by deed dated December 29, 2000, of record in Deed Book [07, Page 18], Nicholas County Clerks Office, and more particularly described as follows:

BEGINNING at a found iron pin, a corner to other property of Russell and Margic Sexton (DB 96,Pg 30!) and Roger Crouch; thence with the line of Roger Crouch, N 02 deg 24' 20" E 129.09 feet to a set iron pin, a corner to other property of Tyler Downs; thence with the line of Tyler Downs S 89 deg 25' 30" E 210.76 feet to a found iron pin at an old set stone, a corner to property of Kim White; thence with the line of Kim White, S 02 deg 52' 95" W 137.71 feet to a found iron pin, a corner to other property of Russell and Margie Sexton; thence with the line of Russell and Margie Sexton, N 87 deg 04' 43" W 209.55 feet to the point of beginning; CONTAINING an area of 0.643 ACRES, being subject to any easements or rights of way of record or implied. (per survey of J. D. Williams, Jr., LLS 316, 12/4/2000)

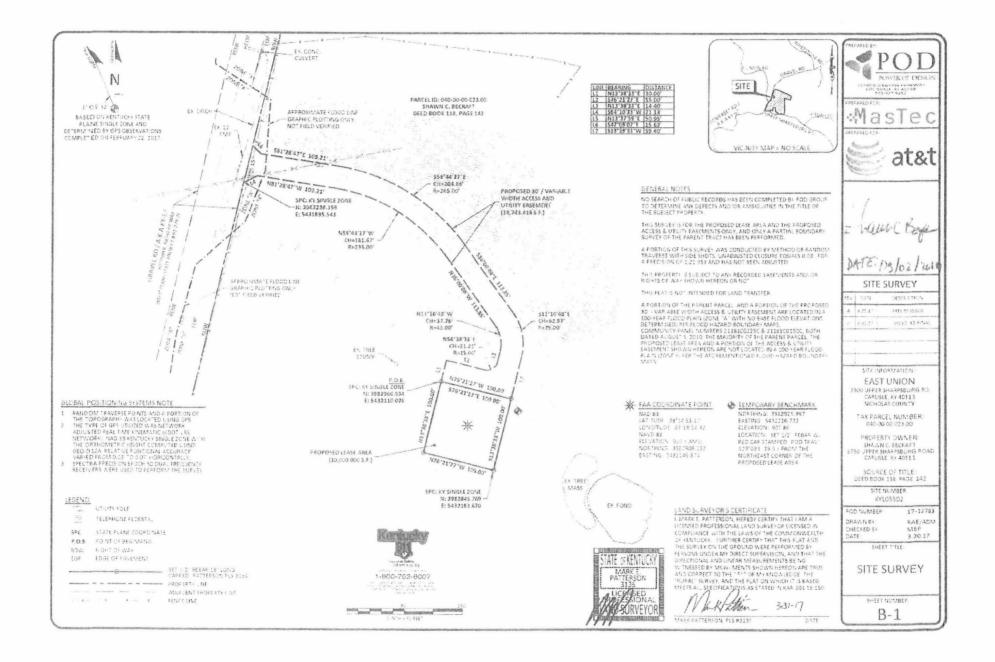


EXHIBIT 11

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.

Landlord Signature

EXHIBIT J NOTIFICATION LISTING

East Union - Notice List

BECRAFT SHAWN C 3900 UPPER SHARPSBURG RD CARLISLE, KY 40311

SCHWARTZ NOAH N & SUSAN B 1829 EAST UNION RD CARLISLE, KY 40311

HAYES RALPH & JO ELLEN EST 1734 DIXIE HWY CARLISLE, KY 40311

COBAN FARMS LLC 191 PARADISE LANE NICHOLASVILLE, KY 40356

MCDONALD CHARLES W 3454 UPPER SHARPSBURG RD CARLISLE. KY 40311

YODER TRUMAN A & CAROLINE 3585 UPPER SHARPSBURG RD CARLISLE, KY 40311

WHITE KIM 3550 UPPER SHARPSBURG RD CARLISLE, KY 40311

SEXTON RUSSELL EST & MARGIE 3650 UPPER SHARPSBURG RD CARLISLE, KY 40311

CROUCH ROGER KEITH 1785 RATLIFF RD SHARPSBURG, KY 40374

BECRAFT CHAD 3770 UPPER SHARPSBURG RD CARLISLE, KY 40311

WILLOUGHBY JAMES R 3199 UPPER SHARPSBURG RD CARLISLE, KY 40311 MANLEY EARL WAYNE & DORA 3060 EAST UNION RD CARLISLE, KY 40311

ROSS PATRICIA F & TAULBEE DEBORAH C/O WILLIAM FRYMAN 2780 GRAVEL RD CARLISLE, KY 40311

SCHWARTZ NOAH N & SUSAN B 1829 EAST UNION RD CARLISLE, KY 40311

WIREMAN JESSE 3280 UPPER SHARPSBURG RD CARLISLE, KY 40311

VICE WILLIAM DANIEL & JANET H 3899 EAST UNION RD CARLISLE, KY 40311

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: East Union

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 3900 Upper Sharpsburg Road, Carlisle, Kentucky (38°14'53.17" North latitude, 83°58'14.92" 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 Nicholas 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 2017-00407 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 Applicant

enclosure

Site Name: East Union Driving Directions to Proposed Tower Site

- Beginning at the offices of the Nicholas County Judge Executive located at 125 E. Main Street, Carlisle, KY, start out going east on E Main St/KY-36/KY-32 toward S Broadway St. Continue to follow E Main St/KY-36.
- 2. Turn right onto E Union Rd/KY-1285.
- 3. Turn right onto Gravel Rd/KY-57.
- 4. Keep left at the fork to continue on KY-57/Gravel Rd.
- 5. Take the 1st left onto Upper Sharpsburg Rd.
- 6. Arrive at 3900 Upper Sharpsburg Rd, Carlisle, KY
- 7. The site coordinates are 38°14'53.17" North latitude, 83°58'14.92" West longitude.



Prepared by:
Robert W. Grant
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

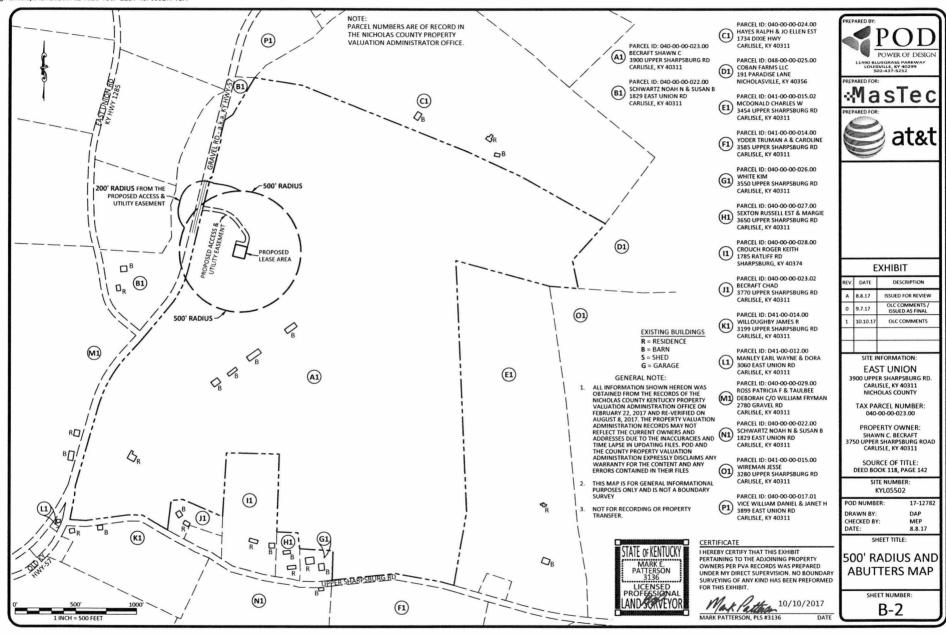


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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. Mike Pryor Nicholas County Judge Executive 125 E. Main Street Carlisle, KY 40311

RE:

Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2017-00407

Site Name: East Union

Dear Judge Pryor:

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 3900 Upper Sharpsburg Road, Carlisle, Kentucky (38°14'53.17" North latitude, 83°58'14.92" 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 2017-00407 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

Site Name: East Union Driving Directions to Proposed Tower Site

- Beginning at the offices of the Nicholas County Judge Executive located at 125 E. Main Street, Carlisle, KY, start out going east on E Main St/KY-36/KY-32 toward S Broadway St. Continue to follow E Main St/KY-36.
- 2. Turn right onto E Union Rd/KY-1285.
- 3. Turn right onto Gravel Rd/KY-57.
- 4. Keep left at the fork to continue on KY-57/Gravel Rd.
- 5. Take the 1st left onto Upper Sharpsburg Rd.
- 6. Arrive at 3900 Upper Sharpsburg Rd, Carlisle, KY
- 7. The site coordinates are 38°14'53.17" North latitude, 83°58'14.92" West longitude.



Prepared by: Robert W. Grant 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

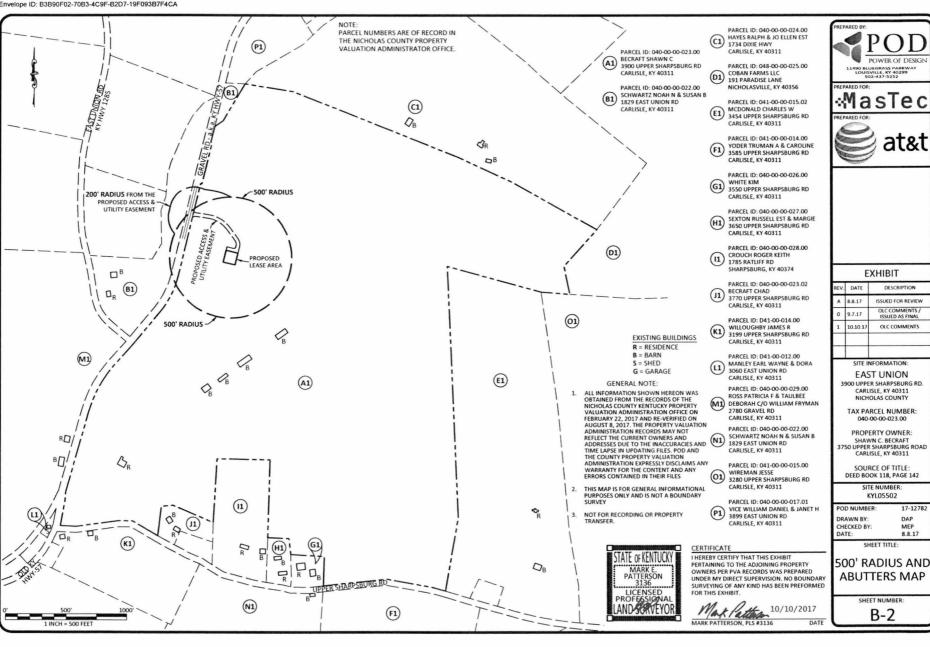


EXHIBIT M COPY OF POSTED NOTICES

SITE NAME: EAST UNION 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 2017-00407 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 2017-00407 in your correspondence.



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

VIA TELEPHONE: 859-289-6425 VIA TELEFAX: 859-289-4000

The Carlisle Mercury Attn: Public Notice Ad Placement 240 E. Main Street Carlisle, KY 40311

RE:

Legal Notice Advertisement

Site Name: East Union

Dear Carlisle Mercury:

Please publish the following legal notice advertisement in the next edition of *The Carlisle Mercury*:

NOTICE

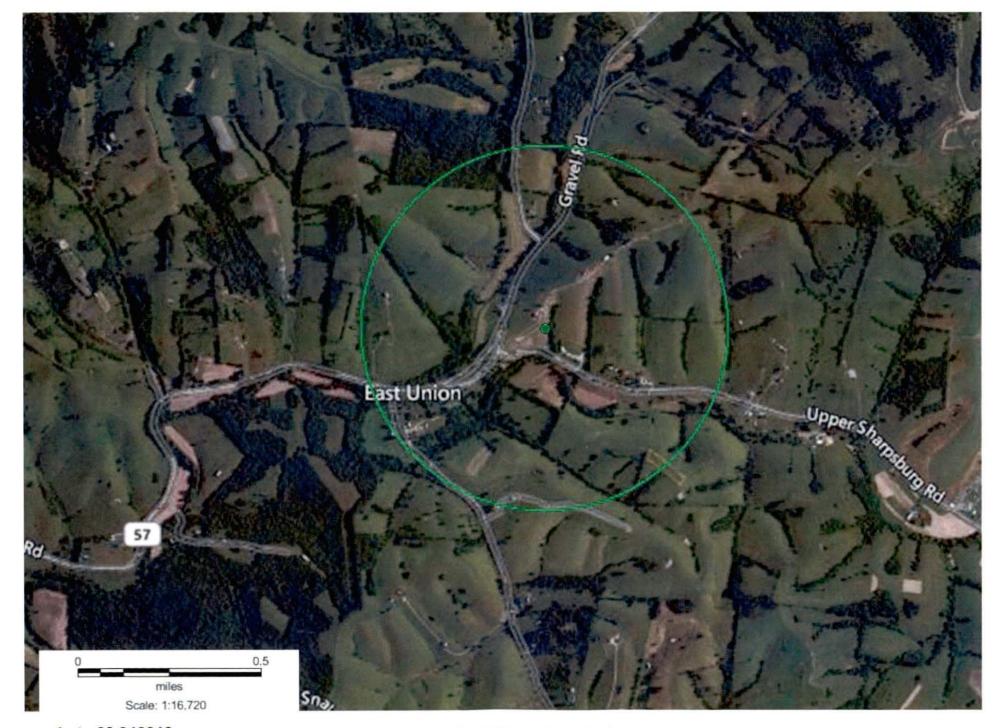
New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 3900 Upper Sharpsburg Road, Carlisle, Kentucky (38°14'53.17" North latitude, 83°58'14.92" 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 2017-00407 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,

Robert W. Grant Pike Legal Group, PLLC

EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 38.242819 Lon: -83.973616 Radius: .5 miles

East Union Search Area