COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

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.: 2017-00408
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF NICHOLAS	)	

SITE NAME: HEADQUARTERS

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665, and other statutory authority, and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless communications services.

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

1. The complete name and address of the Applicant: New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of 601 West Chestnut Street, Louisville, Kentucky 40203.

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

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

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

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

for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at Saltwell-Headquarters Road, Carlisle, KY 40311 (38°23'05.38" North latitude, 84°06'31.26" 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 Jeffrey W. and Teresa Mattox pursuant to a Deed recorded at Deed Book 96, Page 252 and owned by Jeffrey W. Mattox pursuant to a Deed recorded at Deed Book 129, Page 322 in the office of the Nicholas County Clerk. The proposed WCF will consist of a 305-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 320-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 residential. 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
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Email: dpike@pikelegal.com
Attorney for New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility

LIST OF EXHIBITS

A - FCC License Documentation

B - Site Development Plan:

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

C - Tower and Foundation Design

D - Competing Utilities, Corporations, or Persons List

E - FAA

F - Kentucky Airport Zoning Commission

G - Geotechnical Report

H - Directions to WCF Site

I - Copy of Real Estate Agreement

J - Notification Listing

K - Copy of Property Owner Notification

L - Copy of County Judge/Executive Notice

M - Copy of Posted Notices

N - Copy of Radio Frequency Design Search Area

EXHIBIT A
FCC LICENSE DOCUMENTATION

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	File Number
KNKN956	
Radio Service CL - Cellular	
Market Numer CMA450	**Channel Block** B
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003291192

Market Name
Kentucky 8 - Mason

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	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
1	38-06-01.6 N	083-56-44.2 W	307.8	126.5	1059771

Address: 3003 Maysville Road (76290)
City: MT. STERLING **County:** MONTGOMERY **State:** KY **Construction Deadline:**

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.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
2	38-11-09.0 N	083-25-12.0 W	377.0	57.9	

Address: 1470 SOUTH TOLLIVER ROAD (76292)
City: MOREHEAD **County:** ROWAN **State:** KY **Construction Deadline:**

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	38-19-06.7 N	084-07-20.5 W	271.3	126.2	1043355

Address: 1062 MAYSVILLE ROAD (76289)
City: MILLERSBURG **County:** NICHOLAS **State:** KY **Construction Deadline:**

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	135.000	140.400	124.300	128.600	122.500	127.600	146.600	134.900
Transmitting ERP (watts)	158.500	176.800	51.900	29.000	0.400	10.800	59.600	176.800
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	135.000	140.400	124.300	128.600	122.500	127.600	146.600	134.900
Transmitting ERP (watts)	2.000	20.200	108.000	135.400	28.500	2.600	0.400	0.500
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	135.000	140.400	124.300	128.600	122.500	127.600	146.600	134.900
Transmitting ERP (watts)	27.500	10.700	14.300	31.400	141.300	187.300	211.300	81.800

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	38-41-03.8 N	084-03-26.6 W	281.0	127.1	1043359

Address: 275 SOUTH BLUE GRASS ROAD (76297)
City: Brooksville **County:** BRACKEN **State:** KY **Construction Deadline:** 12-30-2014

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	169.000	167.500	126.700	147.100	165.400	152.500	139.700	174.500
Transmitting ERP (watts)	133.400	148.800	43.700	24.400	0.300	9.100	50.100	148.800
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	169.000	167.500	126.700	147.100	165.400	152.500	139.700	174.500
Transmitting ERP (watts)	12.200	80.800	162.200	168.800	105.900	30.400	22.400	8.400
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	169.000	167.500	126.700	147.100	165.400	152.500	139.700	174.500
Transmitting ERP (watts)	23.200	9.000	12.000	26.500	118.900	157.600	177.800	68.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
6	38-35-58.3 N	083-10-00.7 W	319.7	61.0	

Address: 803 HIGHWAY 546 STATE ROUTE 10 (76299)
City: GARRISON **County:** LEWIS **State:** KY **Construction Deadline:** 12-30-2014

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	94.800	131.000	101.600	71.200	75.500	126.000	153.200	87.400
Transmitting ERP (watts)	129.000	114.600	117.300	36.300	42.600	15.500	17.400	87.200
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	94.800	131.000	101.600	71.200	75.500	126.000	153.200	87.400
Transmitting ERP (watts)	73.300	21.400	29.200	144.400	211.200	182.100	175.900	67.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	38-01-26.0 N	083-57-08.0 W	317.9	68.6	1042213

Address: 2122 Levee Road (76302)
City: MT. STERLING **County:** MONTGOMERY **State:** KY **Construction Deadline:** 12-30-2014

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	92.500	100.200	119.400	105.700	123.200	97.900	77.600	85.000
Transmitting ERP (watts)	8.100	22.900	20.100	3.800	0.300	0.100	0.100	0.800

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	38-01-26.0 N	083-57-08.0 W	317.9	68.6	1042213

Address: 2122 Levee Road (76302)
City: MT. STERLING **County:** MONTGOMERY **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)	92.500	100.200	119.400	105.700	123.200	97.900	77.600	85.000
Transmitting ERP (watts)	0.100	0.200	1.800	14.400	23.200	14.400	1.500	0.100
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	92.500	100.200	119.400	105.700	123.200	97.900	77.600	85.000
Transmitting ERP (watts)	175.400	50.300	37.100	13.900	20.100	133.800	268.500	279.600

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	38-14-43.5 N	083-25-18.5 W	405.1	113.1	1042211

Address: 4950 HIGHWAY 799 (76304)
City: MOREHEAD **County:** ROWAN **State:** KY **Construction Deadline:** 12-30-2014

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	178.500	177.300	197.500	172.200	197.100	268.500	231.500	202.400
Transmitting ERP (watts)	240.300	293.300	153.900	30.000	15.800	3.100	6.500	74.200
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	178.500	177.300	197.500	172.200	197.100	268.500	231.500	202.400
Transmitting ERP (watts)	0.200	1.100	2.600	2.200	1.700	0.300	0.100	0.200
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	178.500	177.300	197.500	172.200	197.100	268.500	231.500	202.400
Transmitting ERP (watts)	0.400	0.104	0.104	1.600	16.500	52.300	41.900	6.500

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	38-32-02.2 N	084-01-42.7 W	287.7	93.0	1248707

Address: ROUTE 2 BOX 357A (76309)
City: MT. OLIVET **County:** ROBERTSON **State:** KY **Construction Deadline:** 12-30-2014

Antenna: 1 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)	243.800	92.200	9.400	2.400	0.500	0.700	12.900	103.400

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	38-32-02.2 N	084-01-42.7 W	287.7	93.0	1248707

Address: ROUTE 2 BOX 357A (76309)
City: MT. OLIVET **County:** ROBERTSON **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)	**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)	2.700	0.427	1.000	4.500	61.200	213.600	155.600	21.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	38-41-05.5 N	083-50-24.3 W	281.3	142.0	1234091

Address: 3530 TUCKAHOE ROAD (76310)
City: Maysville **County:** MASON **State:** KY **Construction Deadline:** 12-30-2014

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	176.600	204.400	178.600	144.800	138.700	142.800	135.200	167.500
Transmitting ERP (watts)	178.600	199.300	58.500	32.700	0.400	12.100	67.100	199.300
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	176.600	204.400	178.600	144.800	138.700	142.800	135.200	167.500
Transmitting ERP (watts)	1.600	35.900	180.700	248.000	52.700	5.600	2.000	0.700
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	176.600	204.400	178.600	144.800	138.700	142.800	135.200	167.500
Transmitting ERP (watts)	1.500	0.305	0.305	5.500	45.400	152.700	116.000	12.500

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	37-56-51.0 N	083-36-24.0 W	391.7	86.6	1042227

Address: 1158 COUNTY PARK ROAD (84346)
City: FRENCHBURG **County:** MENIFEE **State:** KY **Construction Deadline:** 12-30-2014

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	146.500	161.000
Transmitting ERP (watts)	205.100	86.100	7.000	0.900	0.410	0.500	13.400	103.300

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	37-56-51.0 N	083-36-24.0 W	391.7	86.6	1042227

Address: 1158 COUNTY PARK ROAD (84346)
City: FRENCHBURG **County:** MENIFEE **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)	174.000	196.600	135.600	116.700	129.500	143.100	146.500	161.000
Transmitting ERP (watts)	20.500	136.000	272.900	284.100	178.200	51.100	37.700	14.100
Antenna: 3 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	146.500	161.000
Transmitting ERP (watts)	39.000	15.100	20.200	44.500	200.000	265.200	299.200	115.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
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)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	96.600	122.500	103.100	51.900	67.800	65.600	79.900	97.600
Transmitting ERP (watts)	178.200	74.900	6.100	0.800	0.400	0.400	11.700	89.800
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	96.600	122.500	103.100	51.900	67.800	65.600	79.900	97.600
Transmitting ERP (watts)	2.400	24.800	132.900	166.600	35.100	3.200	0.400	0.600
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	96.600	122.500	103.100	51.900	67.800	65.600	79.900	97.600
Transmitting ERP (watts)	1.700	0.333	0.333	6.000	49.500	166.600	126.600	13.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	38-34-35.7 N	083-26-23.4 W	321.0	119.5	1206373

Address: Off of SR # 10 (76295)
City: Charters **County:** LEWIS **State:** KY **Construction Deadline:**

Antenna: 1 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	209.500	182.600	156.500	135.100	112.200	142.700	191.300	173.300
Transmitting ERP (watts)	152.800	137.700	121.300	47.800	53.000	18.200	23.100	109.400

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	38-34-35.7 N	083-26-23.4 W	321.0	119.5	1206373

Address: Off of SR # 10 (76295)
City: Charters **County:** LEWIS **State:** KY **Construction Deadline:**

Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	209.500	182.600	156.500	135.100	112.200	142.700	191.300	173.300
Transmitting ERP (watts)	0.800	2.700	44.500	178.100	160.300	24.700	2.800	0.700
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	209.500	182.600	156.500	135.100	112.200	142.700	191.300	173.300
Transmitting ERP (watts)	8.500	2.200	0.441	0.700	11.700	93.600	220.800	83.500

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure 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)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	164.600	119.200	127.400	129.100	131.900	91.500	141.700	180.300
Transmitting ERP (watts)	86.100	142.900	53.100	37.600	0.300	18.800	66.800	133.400
Antenna: 2 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	164.600	119.200	127.400	129.100	131.900	91.500	141.700	180.300
Transmitting ERP (watts)	18.000	119.500	239.900	249.700	156.700	44.900	33.100	12.400
Antenna: 3 Azimuth (from true north)	**0**	**45**	**90**	**135**	**180**	**225**	**270**	**315**
Antenna Height AAT (meters)	164.600	119.200	127.400	129.100	131.900	91.500	141.700	180.300
Transmitting ERP (watts)	34.300	13.300	17.800	39.100	175.800	233.100	263.000	101.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
24	37-57-38.2 N	083-46-12.6 W	382.2	77.1	1252133

Address: 377 WHISPERING PINE (85240)
City: MEANS **County:** MENIFEE **State:** KY **Construction Deadline:**

Antenna: 1 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)	205.100	86.100	7.000	0.900	0.410	0.500	13.400	103.300

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN956 **File Number:** **Print Date:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
24	37-57-38.2 N	083-46-12.6 W	382.2	77.1	1252133

Address: 377 WHISPERING PINE (85240)
City: MEANS **County:** MENIFEE **State:** KY **Construction Deadline:**

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	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	37-55-42.0 N	083-32-46.4 W	394.7	105.2	1252134

Address: MORT BOTTS ROAD (85243)
City: DENNISON **County:** MENIFEE **State:** KY **Construction Deadline:**

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).

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).

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	File Number
KNLH398	
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date	Effective Date	Expiration Date	Print Date
04-14-2017	06-14-2017	04-28-2027	

Market Number	Channel Block	Sub-Market Designator
BTA252	D	0

Market Name
Lexington, KY

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
04-28-2002			

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.

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	File Number
WPOI255	
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date	Effective Date	Expiration Date	Print Date
05-27-2015	06-14-2017	06-23-2025	

Market Number	Channel Block	Sub-Market Designator
MTA026	A	19

Market Name
Louisville-Lexington-Evansvill

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-23-2000	06-23-2005		

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.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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).

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	File Number
WQGD755	0007761932
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date	Effective Date	Expiration Date	Print Date
12-18-2006	09-05-2017	12-18-2021	09-28-2017

Market Number	Channel Block	Sub-Market Designator
BEA047	C	7

Market Name
Lexington, KY-TN-VA-WV

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

at&t

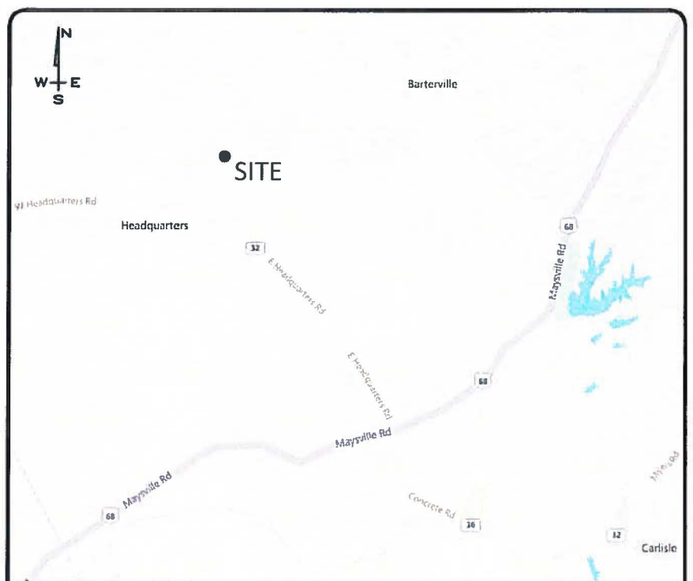
SITE NAME:

HEADQUARTERS

SITE NUMBER:

KYL05248

PROPOSED RAW LAND SITE WITH NEW 305' 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



VICINITY MAP SCALE: NONE

DRIVE DIRECTIONS

FROM NICHOLAS COUNTY CLERK'S OFFICE, 125 E MAIN ST, CARLISLE, KY 40311:

HEAD WEST ON E MAIN ST TOWARD N LOCUST ST	0.5 MI
SLIGHT RIGHT ONTO KY-32 W/OLD PARIS RD	2.2 MI
TURN LEFT ONTO US-68 W	1.1 MI
TURN RIGHT ONTO KY-32 W/KY-36 W	3.1 MI
TURN RIGHT ONTO SALTWELL - HEADQUARTERS RD	2.1 MI
TURN LEFT	482 FT

ARRIVE AT SITE, ON THE RIGHT

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
SITE ADDRESS:	SALTWELL-HEADQUARTERS ROAD CARLISLE, KY 40311
APPLICANT:	NEW CINGULAR WIRELESS, PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY D/B/A AT&T MOBILITY 601 WEST CHESTNUT STREET LOUISVILLE, KY 40203
LATITUDE:	38° 23' 05.38"
LONGITUDE:	84° 06' 31.26"

Kentucky 811

Know what's below. Call before you dig.

Call Monday thru Friday - 7 am. to 6 pm

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

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 FOR THE LOCATION.

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

- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
- STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
- COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION
- 2014 KBC
- 2014 NEC

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.

SHEET INDEX

CONTACT INFORMATION

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

POLICE DEPARTMENT
NICHOLAS COUNTY SHERIFF
PHONE: (859) 289-3740

ELECTRIC COMPANY
BLUE GRASS ENERGY
PHONE: (859)235-2263

TELEPHONE COMPANY
AT&T
PHONE: (210) 821-4105

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

STATE OF KENTUCKY
10/12/2017
MARK E. PATTERSON
16,300
LICENSED PROFESSIONAL ENGINEER
EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	9.28.17	ISSUED FOR REVIEW
B	10.3.17	TOWER DESIGN
0	10.12.17	ISSUED AS FINAL

SITE INFORMATION:

HEADQUARTERS

SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

NICHOLAS COUNTY

SITE NUMBER:
KYL05248

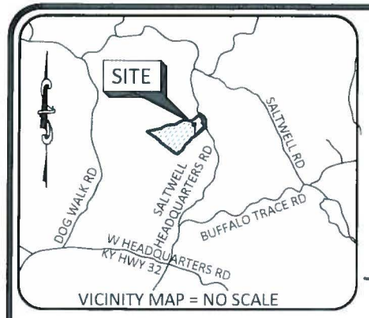
POD NUMBER:	17-13578
DRAWN BY:	JGB
CHECKED BY:	MEP
DATE:	9.28.17

SHEET TITLE:

TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:

T-1



VICINITY MAP = NO SCALE

FAA COORDINATE POINT
NAD 83
LATITUDE: 38°23'05.38"
LONGITUDE: 84°06'31.26"
NAVD 88
ELEVATION: 934'± AMSL
NORTHING: 4031962.091
EASTING: 5391685.391

TEMPORARY BENCHMARK
NORTHING: 4031958.599
EASTING: 5391595.414
ELEVATION: 935.37'
LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" S36°22'W 49.4'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
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LEGEND

- UTILITY POLE
- GUY ANCHOR
- MAIL BOX
- **P.O.C.** POINT OF COMMENCEMENT
- **P.O.R.** POINT OF REFERENCE
- **P.O.B.** POINT OF BEGINNING
- EOP EDGE OF PAVEMENT
- EX. OVERHEAD ELECTRIC
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE

PARCEL ID: 007-00-00-021.00
HERBERT LYNN BOOTH &
DIANNA JOYCE BOOTH
DEED BOOK 121, PAGE 191

PARCEL ID: 007-00-00-025.00
JEFFREY W. & TERESA MATTOX
DEED BOOK 96, PAGE 252

PARCEL ID: 007-00-00-025.00
JEFFREY W. MATTOX
DEED BOOK 129, PAGE 322
PLAT CABINET A, SHEET 151
PARCEL 1 OF

PARCEL ID: 007-00-00-024.04
BENNIE MORRIS SR. &
PATRICK ALLEN MORRIS
DEED BOOK 81, PAGE 588

PARCEL ID: 007-00-00-024.05
BENNY MORRIS, JR.
DEED BOOK 131, PAGE 444

PARCEL ID: 014-00-00-035.00
BRADLEY & RENEE BROWN
DANIEL & KATHERINE BROWN
DEED BOOK 126, PAGE 737

EX. UTILITY POLE W/TRANSFORMER

EX. POST (TYP.)

LEASE TIE
S74°44'48"W 527.35'

PROPOSED LEASE AREA
(10,000.000 S.F.)
N75°52'31"E 100.00'
S14°07'29"E 100.00'
S75°52'31"W 100.00'
N14°07'29"W 100.00'

P.O.B.
LEASE AREA &
ACCESS & UTIL. ESMT. "A"

PROPOSED 30' ACCESS & UTILITY EASEMENT "A"
(45,569.005 S.F.)
DETAIL SHEET B-1.1 - B-1.3

PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B"
(5,652.346 S.F.)
DETAIL SHEET B-1.3

FOUND 1/2" REBAR W/ORANGE CAP "DARNELL 3553"

P.O.R. & P.O.B.
ACCESS & UTIL. ESMT. "B"
FOUND 1/2" REBAR W/ORANGE CAP "DARNELL 3553"

P.O.C.
LEASE AREA &
ACCESS & UTIL. ESMT. "A"
FOUND 1/2" REBAR W/ORANGE CAP "DARNELL 3553"

EX. BARN

APPROXIMATE FLOOD LINE - GRAPHIC PLOTTING ONLY, NOT FIELD VERIFIED

EX. 15' R/W EASEMENT PER PLAT CABINET A, SHEET 151

ZONE: X
ZONE: A

N31°31'57"W 148.50'
N07°31'57"W 168.96'
N10°28'03"E 63.36'
N32°14'33"W 293.50'
S30°02'27"E 53.40'
S22°36'15"E 60.58'
S02°49'49"E
S04°01'10"W 251.26'
S55°02'04"E 60.21'
S16°18'52"E 54.91'
S23°38'54"E 57.63'
N27°27'48"W 89.83'
S53°47'12"W 20.00'
S53°47'12"W 39.40'
S6°15'12"E 66.48'
S34°39'15"E 50.72'
48.75'

TRUE NORTH
GRID NORTH
1° 00' 27"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 30, 2017

SALTWELL-HEADQUARTERS ROAD
PUBLIC RIGHT OF WAY WIDTH UNKNOWN

235'±
594'±

0' 120' 240'
1 INCH = 120 FEET

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1-800-752-6007
PER KENTUCKY STAT. LAW IT IS AGAINST THE LAW TO EXCAVATE WITHOUT IDENTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

LAND SURVEYOR'S CERTIFICATE

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STATE OF KENTUCKY
MARK E. PATTERSON
3136
LICENSED PROFESSIONAL LAND SURVEYOR

10/12/2017
MARK PATTERSON, PLS #3136 DATE

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SITE SURVEY

REV.	DATE	DESCRIPTION
A	5.1.17	PRELIM ISSUE WITH TITLE
B	5.18.17	OLC COMMENTS
0	5.25.17	ISSUED AS FINAL

SITE INFORMATION:
HEADQUARTERS
SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER:
007-00-00-025.00

PROPERTY OWNER:
JEFFREY W. & TERESA MATTOX
1006 SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

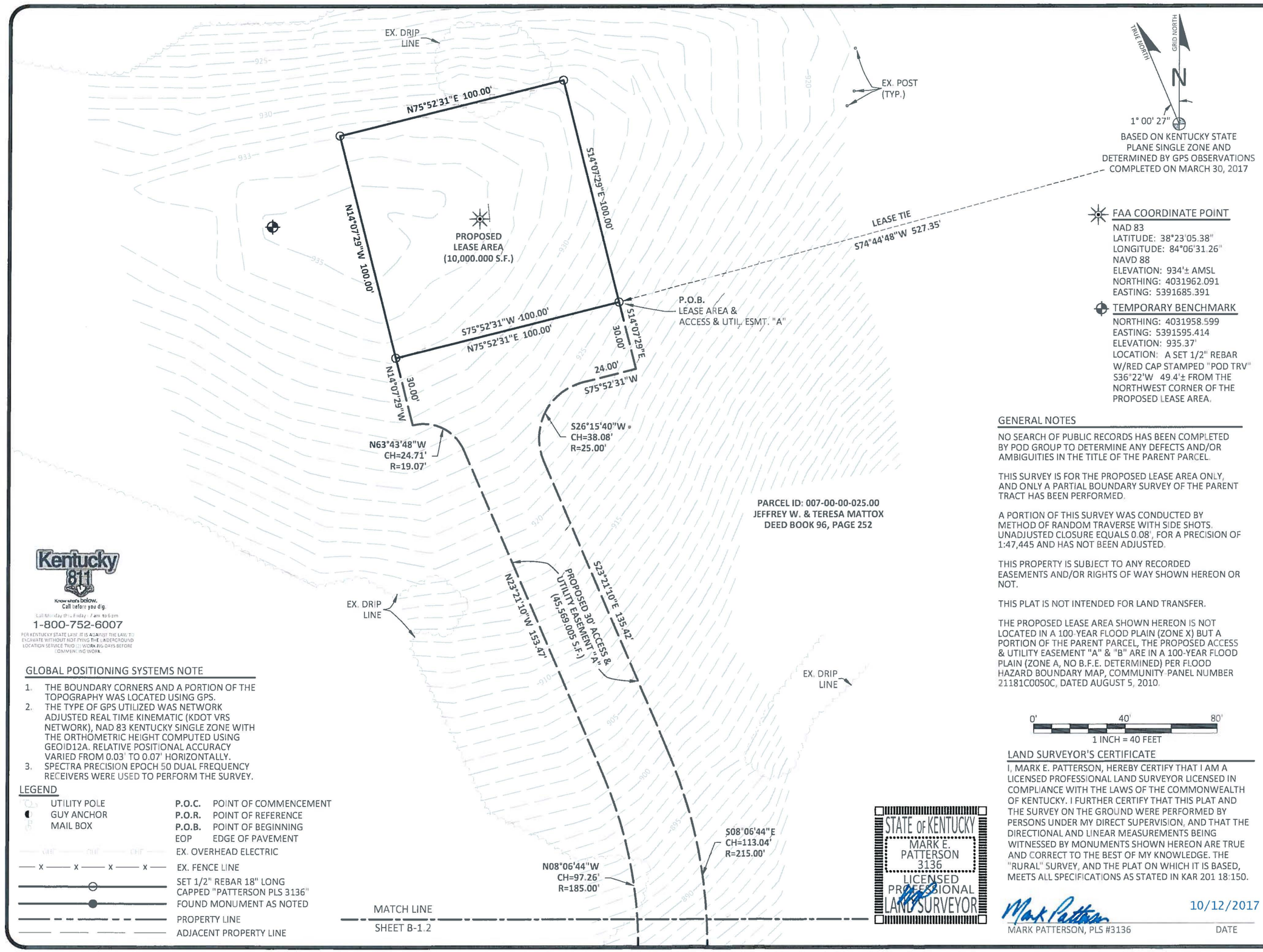
SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 129, PAGE 322

SITE NUMBER:
KYL05248

POD NUMBER:	17-13575
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.30.17
PLAT DATE:	4.27.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1



TRUE NORTH
GRID NORTH
N
1° 00' 27"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 30, 2017

FAA COORDINATE POINT
NAD 83
LATITUDE: 38°23'05.38"
LONGITUDE: 84°06'31.26"
NAVD 88
ELEVATION: 934'± AMSL
NORTHING: 4031962.091
EASTING: 5391685.391

TEMPORARY BENCHMARK
NORTHING: 4031958.599
EASTING: 5391595.414
ELEVATION: 935.37'
LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" S36°22'W 49.4'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

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0' 40' 80'
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STATE OF KENTUCKY
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Mark Patterson — 10/12/2017
MARK PATTERSON, PLS #3136 — DATE

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

PREPARED FOR:
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SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 129, PAGE 322

SITE NUMBER:
KYL05248

POD NUMBER:	17-13575
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.30.17
PLAT DATE:	4.27.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.1

SHEET B-1.1
MATCH LINE

FAA COORDINATE POINT
NAD 83
LATITUDE: 38°23'05.38"
LONGITUDE: 84°06'31.26"
NAVD 88
ELEVATION: 934'± AMSL
NORTHING: 4031962.091
EASTING: 5391685.391

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NORTHING: 4031958.599
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ELEVATION: 935.37'
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1° 00' 27"

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SHEET B-1.3
MATCH LINE

EX. OVERHEAD ELECTRIC LINE 15.1' AGL

EX. UTILITY POLE W/TRANSFORMER

N65°19'18"E 58.12'

S65°19'18"W 72.01'

EX. 12" STEEL PIPE

N42°19'26"E 48.60'

S42°19'26"W 48.60'

EX. BARN

ZONE: X
ZONE: A

APPROXIMATE FLOOD LINE - GRAPHIC PLOTTING ONLY, NOT FIELD VERIFIED

ZONE: A
ZONE: X

N29°20'33"E 90.82'

S29°20'33"W 91.77'

EX. DITCH

EX. DRIP LINE

N45°53'30"E 159.82'

EX. 12" STEEL PIPE

EX. DRIP LINE

S45°53'30"W 162.59'

PROPOSED 30' ACCESS & UTILITY EASEMENT "A" (45,569.005 S.F.)

N07°07'43"E 193.58'

S07°07'43"W 193.58'

S17°32'28"E
CH=87.65'
R=105.00'

N17°32'28"W
CH=112.69'
R=135.00'

N39°50'01"E 88.09'

EX. GRAVEL DRIVE

S39°50'01"W 86.50'

N88°48'41"E
CH=52.81'
R=35.00'

S88°48'41"W
CH=98.08'
R=65.00'

EX. DRIP LINE

EX. DITCH

PARCEL ID: 007-00-00-025.00
JEFFREY W. & TERESA MATTOX
DEED BOOK 96, PAGE 252

PARCEL ID: 014-00-00-035.00
BRADLEY & RENEE BROWN
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STATE OF KENTUCKY
MARK E. PATTERSON
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- MAIL BOX
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- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- EOP EDGE OF PAVEMENT
- OHE — EX. OVERHEAD ELECTRIC
- x — x — EX. FENCE LINE
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10/12/2017
MARK PATTERSON, PLS #3136 — DATE

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

PREPARED FOR: MasTec

PREPARED FOR: at&t

SITE SURVEY

REV.	DATE	DESCRIPTION
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B	5.18.17	OLC COMMENTS
0	5.25.17	ISSUED AS FINAL

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SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER:
007-00-00-025.00

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SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 129, PAGE 322

SITE NUMBER:
KYL05248

POD NUMBER:	17-13575
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.30.17
PLAT DATE:	4.27.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.2

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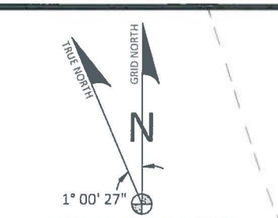
LINE	BEARING	DISTANCE
L1	S32°14'33"E	13.03'
L2	S27°27'48"E	17.16'
L3	N27°27'48"W	17.16'
L4	N32°14'33"W	13.03'



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 30, 2017

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SITE SURVEY

SHEET NUMBER:
B-1.3

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO JEFFREY W. & TERESA MATTOX AS RECORDED IN THE OFFICE OF CLERK OF NICHOLAS COUNTY, KENTUCKY AS DEED BOOK 96, PAGE 252, PARCEL ID: 007-00-00-025.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, KENTUCKY SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 30, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553" COMMON CORNER OF THE PROPERTY CONVEYED TO JEFFREY W. & TERESA MATTOX AS RECORDED IN DEED BOOK 96, PAGE 252 AND CORNER TO JEFFREY W. MATTOX AS RECORDED IN DEED BOOK 129, PAGE 322, PARCEL 1 OF PLAT CABINET A, SHEET 151, ALSO CORNER OF THE PROPERTY CONVEYED TO BRADLEY & RENEE BROWN, DANIEL & KATHERINE BROWN AS RECORDED IN DEED BOOK 126, PAGE 737, FOR REFERENCE SAID REBAR IS S53°47'12"W 39.40' FROM A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553" ON THE COMMON LINE OF MATTOX, DEED BOOK 129, PAGE 322 AND THE LINE OF BROWN; THENCE WITH THE COMMON LINE OF MATTOX PROPERTY, N27°27'48"W 89.83' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553"; THENCE N32°14'33"W 293.50'; THENCE LEAVING SAID COMMON LINE OF MATTOX AND TRAVERSING THE LAND OF MATTOX, DEED BOOK 96, PAGE 252, S74°44'48"W 527.35' TO A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A SET IPC IN THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING **THE TRUE POINT OF BEGINNING**; THENCE S75°52'31"W 100.00' TO A SET IPC; THENCE N14°07'29"W 100.00' TO A SET IPC; THENCE N75°52'31"E 100.00' TO A SET IPC; THENCE S14°07'29"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQ. FT. AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 30, 2017.

PROPOSED 30' ACCESS & UTILITY EASEMENT "A"

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT "A" TO BE GRANTED FROM THE PROPERTY CONVEYED TO JEFFREY W. & TERESA MATTOX AS RECORDED IN THE OFFICE OF THE CLERK OF NICHOLAS COUNTY, KENTUCKY AS DEED BOOK 96, PAGE 252, PARCEL ID: 007-00-00-025.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, KENTUCKY SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 30, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553" COMMON CORNER OF THE PROPERTY CONVEYED TO JEFFREY W. & TERESA MATTOX AS RECORDED IN DEED BOOK 96, PAGE 252 AND CORNER TO JEFFREY W. MATTOX AS RECORDED IN DEED BOOK 129, PAGE 322, PARCEL 1 OF PLAT CABINET A, SHEET 151, ALSO CORNER OF THE PROPERTY CONVEYED TO BRADLEY & RENEE BROWN, DANIEL & KATHERINE BROWN AS RECORDED IN DEED BOOK 126, PAGE 737, FOR REFERENCE SAID REBAR IS S53°47'12"W 39.40' FROM A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553" ON THE COMMON LINE OF MATTOX, DEED BOOK 129, PAGE 322 AND THE LINE OF BROWN; THENCE WITH THE COMMON LINE OF MATTOX PROPERTY, N27°27'48"W 89.83' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553"; THENCE N32°14'33"W 293.50'; THENCE LEAVING SAID COMMON LINE OF MATTOX AND TRAVERSING THE LAND OF MATTOX, DEED BOOK 96, PAGE 252, S74°44'48"W 527.35' TO A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A SET IPC IN THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING **THE TRUE POINT OF BEGINNING**; THENCE LEAVING SAID LEASE AREA, S14°07'29"E 30.00'; THENCE S75°52'31"W 24.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00', S26°15'40"W 38.08'; THENCE S23°21'10"E 135.42'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', S08°06'44"E 113.04'; THENCE S07°07'43"W 193.58'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00', S17°32'28"E 87.65'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N88°48'41"E 52.81'; THENCE N39°50'01"E 88.09'; THENCE N45°53'30"E 159.82'; THENCE N29°20'33"E 90.82'; THENCE N42°19'26"E 58.12'; THENCE N65°19'18"E 74.06'; THENCE N49°55'37"E 107.12'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', N58°10'06"E 61.64'; THENCE N66°24'35"E 119.96' TO THE COMMON LINE OF SAID MATTOX PROPERTY; THENCE WITH SAID COMMON LINE S32°14'33"E 13.03' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553"; THENCE S27°27'48"E 17.16'; THENCE LEAVING SAID COMMON LINE AND TRAVERSING THE LAND OF MATTOX, DEED BOOK 96, PAGE 252, S66°24'35"W 123.08'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', S58°10'06"W 53.04'; THENCE S49°55'37"W 111.18'; THENCE S65°19'18"W 72.01'; THENCE S42°19'26"W 48.60'; THENCE S29°20'33"W 91.77'; THENCE S45°53'30"W 162.59'; THENCE S39°50'01"W 86.50'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S88°48'41"W 98.08'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00', N17°32'28"W 112.69'; THENCE N07°07'43"E 193.58'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', N08°06'44"W 97.26'; THENCE N23°21'10"W 153.47'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 19.07', N63°43'48"W 24.71'; THENCE N14°07'29"W 30.00' TO A SET IPC IN THE SOUTHWEST CORNER OF SAID LEASE AREA; THENCE WITH SAID LEASE AREA N75°52'31"E 100.00' TO THE POINT OF BEGINNING CONTAINING 45,569.005 SQ. FT. AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 30, 2017.

PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B"

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B" TO BE GRANTED FROM THE PROPERTY CONVEYED TO JEFFREY W. MATTOX AS RECORDED IN THE OFFICE OF THE CLERK OF NICHOLAS COUNTY, KENTUCKY AS DEED BOOK 129, PAGE 322, PARCEL 1 OF PLAT CABINET A, SHEET 151, PARCEL ID: 007-00-00-025.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, KENTUCKY SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 30, 2017.

BEGINNING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553" ON THE COMMON LINE OF THE PROPERTY CONVEYED TO JEFFREY W. MATTOX AS RECORDED IN DEED BOOK 129, PAGE 322, PARCEL 1 OF PLAT CABINET A, SHEET 151 AND ON THE LINE OF THE PROPERTY CONVEYED TO BRADLEY & RENEE BROWN, DANIEL & KATHERINE BROWN AS RECORDED IN DEED BOOK 126, PAGE 737; THENCE LEAVING SAID COMMON LINE AND TRAVERSING THE LAND OF MATTOX, N57°45'03"W 77.21' TO THE COMMON LINE OF MATTOX AND JEFFREY W. & TERESA MATTOX AS RECORDED IN DEED BOOK 96, PAGE 252; THENCE WITH THE COMMON LINE OF MATTOX PROPERTY, N27°27'48"W 17.16' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "DARNELL 3553"; THENCE N32°14'33"W 13.03'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF MATTOX, DEED BOOK 129, PAGE 322, N66°24'35"E 25.00'; THENCE N24°51'31"E 76.67' TO THE CENTER OF SALTWELL-HEADQUARTERS ROAD AND THE EASTERN LINE OF MATTOX; THENCE WITH SAID CENTERLINE S05°02'04"E 29.83'; THENCE S16°18'52"E 54.91'; THENCE S23°38'54"E 57.63' TO THE COMMON LINE OF MATTOX AND BROWN; THENCE LEAVING SAID CENTERLINE AND WITH THE COMMON LINE OF MATTOX AND BROWN, S53°47'12"W 20.00' TO THE POINT OF BEGINNING CONTAINING 5,652.346 SQ. FT. AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 30, 2017.

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 96, PAGE 252 (NOT FIELD SURVEYED)

A CERTAIN TRACT OR PARCEL OF LAND LYING IN NICHOLAS COUNTY, KENTUCKY, ON THE WATERS OF BEAVER CREEK ON THE HEADQUARTERS AND SALTWELL TURNPIKE ROAD, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER OF THE TURNPIKE ROAD, CORNER TO J. D. GAUNCE; THENCE UP SAID ROAD WITH ITS MEANDERS SOUTH 37-1/4 DEG. EAST 21.8 RODS TO A STONE; THENCE SOUTH 15-3/4 DEG. EAST 16 RODS TO A STONE; SOUTH 28 DEG. EAST 20.88 RODS TO A STONE; CORNER TO ADDIE ALLISON; THENCE SOUTH 48 DEG. WEST 35 RODS TO A STONE; THENCE SOUTH 45 DEG. WEST 19.12 RODS TO A FENCE POST; THENCE SOUTH 60-3/4 DEG. WEST 15.6 RODS; SOUTH 36 DEG. WEST 21.68 RODS TO A STONE; SOUTH 48-3/4 DEG. WEST 19.4 RODS TO A STONE; THENCE SOUTH 18-1/2 DEG. WEST 17 RODS TO A STONE; THENCE SOUTH 42-1/2 DEG. WEST 31.68 RODS TO A STONE, CORNER TO THE KENNEDY LAND; THENCE NORTH 54 DEG. WEST 27.6 RODS TO A STONE CORNER TO SAME; THENCE NORTH 43-1/2 DEG. WEST 12.25 RODS TO A STONE; THENCE NORTH 58-3/4 DEG. WEST 28.36 RODS TO A WALNUT TREE; THENCE NORTH 42-1/2 DEG. WEST 32.4 RODS TO A STONE; THENCE NORTH 59- 1/4 DEG. WEST 51.12 RODS TO A STONE CORNER TO ALLISON AND FEEBACK; THENCE WITH THE FEEBACK LINES NORTH 65-1/2 DEG. EAST 25 RODS; NORTH 70 EAST 12.64 RODS; SOUTH 89-1/2 DEG. EAST 10.6 RODS; SOUTH 87-1/2 DEG. EAST 11.2 RODS; NORTH 53 DEG. EAST 11.25 RODS; NORTH 51 DEG. EAST 20.21 RODS TO A STONE CORNER TO FEEBACK; THENCE SOUTH 21-1/2 DEG. EAST 5.36 RODS TO A STONE; THENCE NORTH 85 DEG. EAST 31.6 RODS TO A POST; THENCE NORTH 61 DEG. EAST 37.28 RODS TO A POST; THENCE SOUTH 86 DEG. EAST 30.8 RODS TO A STAKE; THENCE NORTH 60-1/2 DEG. EAST 11.56 RODS TO A POST; THENCE NORTH 49-3/4 DEG. EAST 23.72 RODS TO A POST; THENCE NORTH 29-1/2 DEG. EAST 6.8 RODS TO THE BEGINNING, CONTAINING 110.5 ACRES.

BEING THE SAME PROPERTY CONVEYED TO BROOKS BUSSELL BY WOODROW GAUNCE AND NAOMI GAUNCE, HUSBAND AND WIFE, BY DEED DATED APRIL 3, 1968, RECORDED IN DEED BOOK 63, PAGE 240, NICHOLAS COUNTY CLERK'S OFFICE.

"THE PASSWAY OVER THE LANDS HEREIN CONVEYED WHICH RUNS FROM THE TURNPIKE TO THE LANDS FORMERLY OWNED BY KENNEDY BROS., NOW OWNED BY MATTOX, WHICH PASSWAY IS CLEARLY DEFINED AND AS NOW USED BY SAID MATTOX, IS HEREBY RESERVED FOR THE OWNERS AND OCCUPANTS OF SAID LAND."

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 129, PAGE 322 (NOT FIELD SURVEYED)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING LOCATED IN NICHOLAS COUNTY, KENTUCKY, AND SITUATED ON THE WEST SIDE OF SALTWELL-HEADQUARTERS ROAD; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS AN "IRON PIN" IS A SET #4 REBAR, EIGHTEEN (18") INCHES IN LENGTH, WITH AN ORANGE CAP STAMPED "DARNELL 3553." ALL BEARINGS STATED HEREIN ARE REFERENCED TO THE PARENT TRACT. ALL DEED AND PLAT REFERENCES STATED HEREIN ARE FOUND IN THE OFFICE OF THE NICHOLAS COUNTY CLERK, UNLESS OTHERWISE STATED.

BEGINNING AT A MAG NAIL IN THE CENTER OF SALTWELL-HEADQUARTERS ROAD, A CORNER TO HERBERT LYNN BOOTH & DIANNA JOYCE BOOTH (DB 121, PG. 191); SAID POINT LYING N 30 DEG 59' 18" W 1005.13 FEET FROM A MAG NAIL IN THE CENTER OF SAID ROAD, A CORNER TO BRADLEY BROWN AND RENEE BROWN (DB 126, PG 737); THENCE WITH THE CENTER OF SAID SALTWELL-HEADQUARTERS ROAD FOR 13 CALLS AS FOLLOWS: (1) S 62 DEG 00' 28" E 141.15 FEET TO A POINT, (2) S 57 DEG 54' 48" E 66.56 FEET TO A POINT (3) S 51 DEG 45' 13" E 58.77 FEET TO A POINT (4) S 47DEG 09'31" E 115.57 FEET TO A POINT, (5) S 43 DEG 39' 37" E 66.48 FEET TO A POINT, (6) S 40 DEG 03' 40" E 50.72 FEET TO A POINT (7) S 35 DEG 26' 52" E 48.25 FEET TO A POINT. (8) S 28 DEG 00' 40" E 53.40 FEET TO A POINT, (9) S 08 DEG 14' 14" E 60.58 FEET TO A POINT, (10) S 01 DEG 23' 15" E 251.26 FEET TO A POINT (11) S 10 DEG 26' 29" E 60.21 FEET TO A POINT, (12) S 21 DEG 43' 17" E 54.91 FEET TO A POINT, AND (13) S 29 DEG 03' 19" E 57.63 FEET TO A MAG NAIL, A CORNER TO BRADLEY BROWN AND RENEE BROWN (DB 126, PG 737); THENCE WITH SAID BROWN S 48 DEG 22' 47" W, PASSING AN IRON PIN AT 20.00 FEET, IN ALL 59.40 FEET TO AN IRON PIN, A CORNER TO JEFFREY W. MATTOX AND TERESA MATTOX (DB 96, PG 252); THENCE WITH MATTOX FOR EIGHT CALLS AS FOLLOWS: (1) N 32 DEG 52' 13" W 89.83 FEET TO AN IRON PIN, (2) N 37 DEG 38' 58" W 293.50 FEET TO A POINT IN A CREEK, (3) N 05 DEG 03' 38" E 63.36 FEET TO AN IRON PIN, (4) N 12 DEG 56' 22" W 168.96 FEET TO AN IRON PIN, (5) N 36 DEG 56' 22" W 148.50 FEET TO AN ION PIN, (6) N 47 DEG 56' 22" W 168.96 FEET TO AN IRON PIN, (7) N 29 DEG 33' 38" E 34.98 FEET TO A POINT IN A CREEK, (8) N 37 DEG 41' 22" W 66.00 FEET TO AN IRON PIN, CORNER TO HERBERT LYNN BOOTH AND DIANNA JOYCE BOOTH (DB 121, PG 191); THENCE WITH SAID BOOTH N 26 DEG 04' 38" E, PASSING AN IRON PIN AT 36.76 FEET, IN ALL 56.76 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 3.475 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT OF WAY OF RECORD IN EXISTENCE AND IN ACCORDANCE WITH A SURVEY AND PLAT BY DARNELL ENGINEERING, INC. ON JULY 2, 2012, SEE PLAT RECORDED IN PLAT CABINET A, SHEET 151.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FIRST PARTIES, BY C.E. CRAWFORD, BY DEED DATED JULY 31, 2003, OF RECORD IN DEED BOOK 113, PAGE 207, NICHOLAS COUNTY CLERKS OFFICE.

PURSUANT TO KRS 100.111 (22) AND SECTION H OF THE SUBDIVISION REGULATIONS FOR NICHOLAS COUNTY, KENTUCKY, THIS DIVISION IS NOT SUBJECT TO THE PROVISIONS OF SAID SUBDIVISION REGULATIONS IN THAT NO NEW COUNTY ROADS ARE INVOLVED, AND THIS IS A DIVISION OR RESUBDIVISION OF LAND INTO LESS THAN THREE (3) LOTS OR PARCELS.

STATE OF KENTUCKY
MARK E. PATTERSON
3136
LICENSED PROFESSIONAL LAND SURVEYOR

REPORT OF TITLE (PARCEL 007-00-00-025.00)

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS ON BEHALF OF AT&T, FILE NO. 55729-KY1610-5034, REFERENCE NO. FA13800681, ISSUE DATE OF FEBRUARY 22, 2017. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID :007-00-00-025 - LAND ASSESSMENT: $31,500.00 - TOTAL ASSESSED VALUE:$31,500.00 - PERIOD :2016 - PAYMENT STATUS: PAID - TAX AMOUNT : $269.56 (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

2. MORTGAGES RETURNED HEREIN. (-1-). SEE SEPARATE MORTGAGE SCHEDULE. MORTGAGE MADE BY JEFFREY W. MATTOX AND TERESA R. MATTOX, H&W, TO DEPOSIT BANK OF CARLISLE KENTUCKY DATED AS OF 3/13/1997 RECORDED 3/19/1997 IN BOOK 97 PAGE 222. (MORTGAGE AS RECORDED IN BOOK 97, PAGE 222 IS FOR THE PARENT PARCEL, DEED BOOK 96, PAGE 252, BUT HAS A MATURITY DATE OF MARCH 13, 1999. WITHOUT A RECORDED RELEASE, POD GROUP. LLC CAN NOT DETERMINE IF SAID MORTGAGE STILL AFFECTS THE PARENT PARCEL.)

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. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

(OTHER FILED DOCUMENTS)

8. CONSOLIDATION PLAT RECORDED 7/26/2012 IN BOOK A PAGE 151. (PLAT AS RECORDED IN PLAT CABINET A, SHEET 151 AFFECTS THE PARENT PARCEL, DEED BOOK 129, PAGE 322 AND THE PROPOSED ACCESS & UTILITY EASEMENT "B" AND AS SHOWN HEREON.)

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.

10/12/2017

MARK PATTERSON, PLS #3136 — DATE

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SITE SURVEY

REV.	DATE	DESCRIPTION
A	5.1.17	PRELIM ISSUE WITH TITLE
B	5.18.17	OLC COMMENTS
0	5.25.17	ISSUED AS FINAL

SITE INFORMATION:

HEADQUARTERS
SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER:
007-00-00-025.00

PROPERTY OWNER:
JEFFREY W. & TERESA MATTOX
1006 SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 129, PAGE 322

SITE NUMBER:
KYL05248

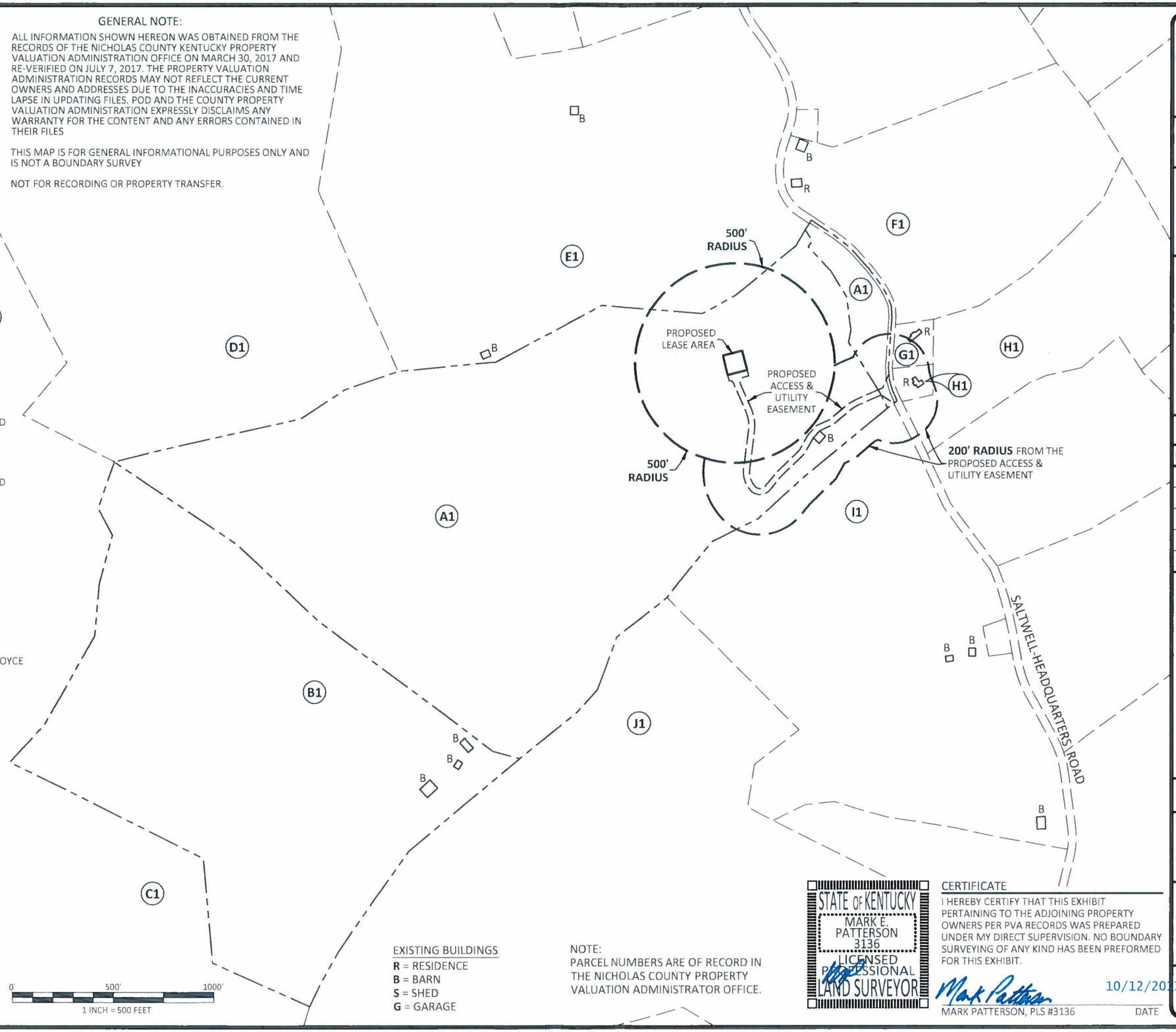
POD NUMBER:	17-13575
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.30.17
PLAT DATE:	4.27.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.4

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE NICHOLAS COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 30, 2017 AND RE-VERIFIED ON JULY 7, 2017. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



A1 PARCEL ID: 007-00-00-025.00
MATTOX JEFFREY W & TERESA L
1006 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

B1 PARCEL ID: 007-00-00-026.00
MATTOX JEFFREY
1006 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

C1 PARCEL ID: 007-00-00-018.00
HAYES BRYAN & BETH
84 HAWICK DR
VALPARAISO, IN 46385

D1 PARCEL ID: 007-00-00-020.00
MATTOX REYNOLDS J EST
c/o PHILLIP MATTOX
136 CALCUTTA RD
CARLISLE, KY 40311

E1 PARCEL ID: 007-00-00-021.00
BOOTH HERBERT LYNN & DIANNA JOYCE
599 LOWER CONCORD RD
CARLISLE, KY 40311

F1 PARCEL ID: 007-00-00-024.00
PORTER LINDA
445 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

G1 PARCEL ID: 007-00-00-024.04
MORRIS BENNIE SR EST &
MORRIS PATRICK ALLEN
595 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

H1 PARCEL ID: 007-00-00-024.05
MORRIS BENNIE JR
695 SALTWELL HEADQUARTERS RD
CARLISLE, KY 40311

I1 PARCEL ID: 014-00-00-035.00
BROWN BRADLEY & RENEE &
BROWN DANIEL & KATHERINE
926 KENNEDY CT
PARIS, KY 40361

J1 PARCEL ID: 008-00-00-005.00
JONES MICHAEL R & NIDA
205 MT CARMEL ROAD
CYNTHIANA, KY 41031

0' 500' 1000'
1 INCH = 500 FEET

EXISTING BUILDINGS
R = RESIDENCE
B = BARN
S = SHED
G = GARAGE

NOTE:
PARCEL NUMBERS ARE OF RECORD IN THE NICHOLAS COUNTY PROPERTY VALUATION ADMINISTRATOR OFFICE.

STATE OF KENTUCKY
MARK E. PATTERSON
3136
LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATE

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

Mark Patterson 10/12/2017
MARK PATTERSON, PLS #3136 DATE

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV.	DATE	DESCRIPTION
A	7.7.17	ISSUED FOR REVIEW
0	8.1.17	ISSUED AS FINAL

SITE INFORMATION:
HEADQUARTERS
SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER:
007-00-00-025.00

PROPERTY OWNER:
JEFFREY W. & TERESA MATTOX
1006 SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

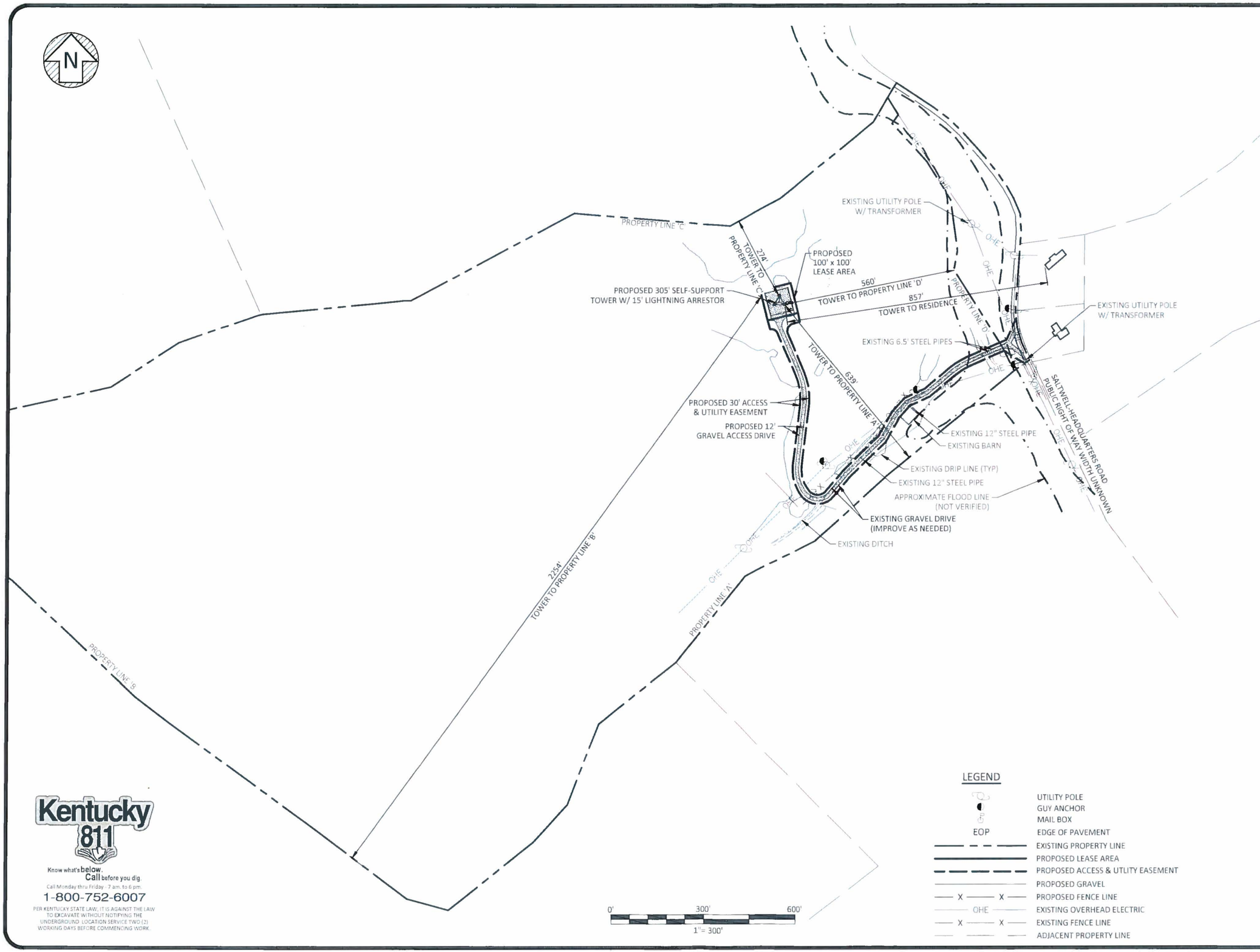
SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 129, PAGE 322

SITE NUMBER:
KYL05248

POD NUMBER:	17-13576
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.30.17
PLAT DATE:	7.7.17

SHEET TITLE:
500' RADIUS AND ABUTTERS MAP

SHEET NUMBER:
B-2



LEGEND

- UTILITY POLE
- GUY ANCHOR
- MAIL BOX
- EOP — EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED LEASE AREA
- PROPOSED ACCESS & UTILITY EASEMENT
- PROPOSED GRAVEL
- PROPOSED FENCE LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE LINE
- ADJACENT PROPERTY LINE

Kentucky 811

Know what's **below.** **Call** before you dig.

Call Monday thru Friday - 7 am. to 6 pm.

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.

PREPARED BY:
POD
11490 BLUEGRASS PARKWAY
LOUISVILLE, KY 40299
502 437 5252

PREPARED FOR:
MasTec

PREPARED FOR
at&t

STATE OF KENTUCKY
10/12/2017
MARK E. PATTERSON
16,300
LICENSED PROFESSIONAL ENGINEER
EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	9.28.17	ISSUED FOR REVIEW
B	10.3.17	TOWER DESIGN
0	10.12.17	ISSUED AS FINAL

SITE INFORMATION:

HEADQUARTERS

SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

NICHOLAS COUNTY

SITE NUMBER:
KYL05248

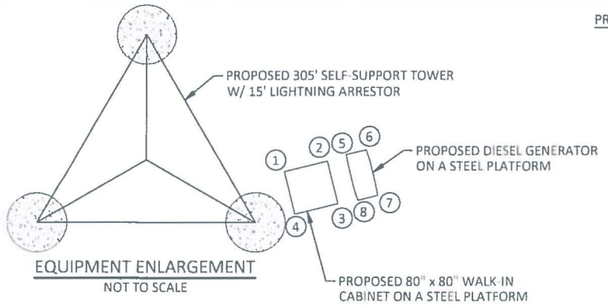
POD NUMBER:	17-13578
DRAWN BY:	JGB
CHECKED BY:	MEP
DATE:	9.28.17

SHEET TITLE:

OVERALL SITE LAYOUT

SHEET NUMBER:

C-1



EQUIPMENT ENLARGEMENT
NOT TO SCALE

PROPERTY LINE	EQUIPMENT	DISTANCE
A	3	637'
B	4	2283'
C	1	307'
D	3	551'
A	7	634'
B	8	2291'
C	5	310'
D	7	544'

LEGEND

- UTILITY POLE
- GUY ANCHOR
- MAIL BOX
- EOP — EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED LEASE AREA
- PROPOSED ACCESS & UTLITY EASEMENT
- PROPOSED GRAVEL
- PROPOSED FENCE LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE LINE
- ADJACENT PROPERTY LINE

Kentucky 811
Know what's below. Call before you dig
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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

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

STATE OF KENTUCKY
10/12/2017
MARK E. PATTERSON
16,300
LICENSED PROFESSIONAL ENGINEER
EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	9.28.17	ISSUED FOR REVIEW
B	10.3.17	TOWER DESIGN
0	10.12.17	ISSUED AS FINAL

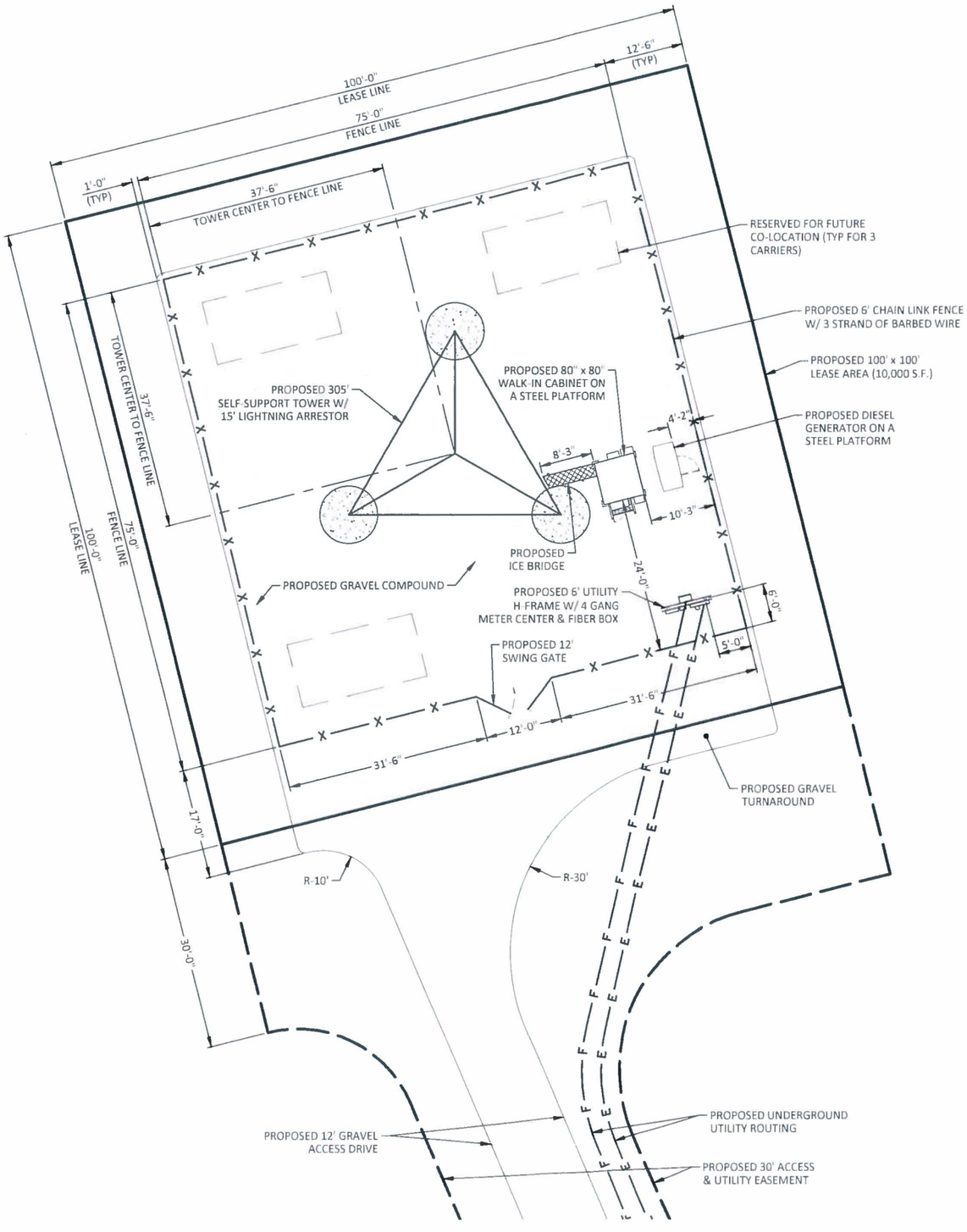
SITE INFORMATION:
HEADQUARTERS
SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

SITE NUMBER:
KYL05248

POD NUMBER: 17-13578
DRAWN BY: JGB
CHECKED BY: MEP
DATE: 9.28.17

SHEET TITLE:
OVERALL SITE LAYOUT -CONT'D

SHEET NUMBER:
C-2



LEGEND

- PROPOSED LEASE AREA
- PROPOSED ACCESS & UTLITY EASEMENT
- PROPOSED GRAVEL
- X — X — PROPOSED FENCE LINE
- E — E — PROPOSED ELECTRIC CONDUIT
- F — F — PROPOSED FIBER CONDUIT

Kentucky 811

Know what's below. Call before you dig

Call Monday thru Friday - 7 am- to 6 pm

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

PREPARED BY:
POD
11490 BLUEGRA PAR W Y
LOUI V LLE KY 40799
02 3 5 52

PREPARED FOR:
MasTec

PREPARED FOR
at&t

STATE OF KENTUCKY
10/12/2017
MARK E. PATTERSON
16,300
LICENSED PROFESSIONAL ENGINEER
EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	9.28.17	ISSUED FOR REVIEW
B	10.3.17	TOWER DESIGN
0	10.12.17	ISSUED AS FINAL

SITE INFORMATION:

HEADQUARTERS

SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

NICHOLAS COUNTY

SITE NUMBER:
KYL05248

POD NUMBER:	17-13578
DRAWN BY:	JGB
CHECKED BY:	MEP
DATE:	9.28.17

SHEET TITLE:

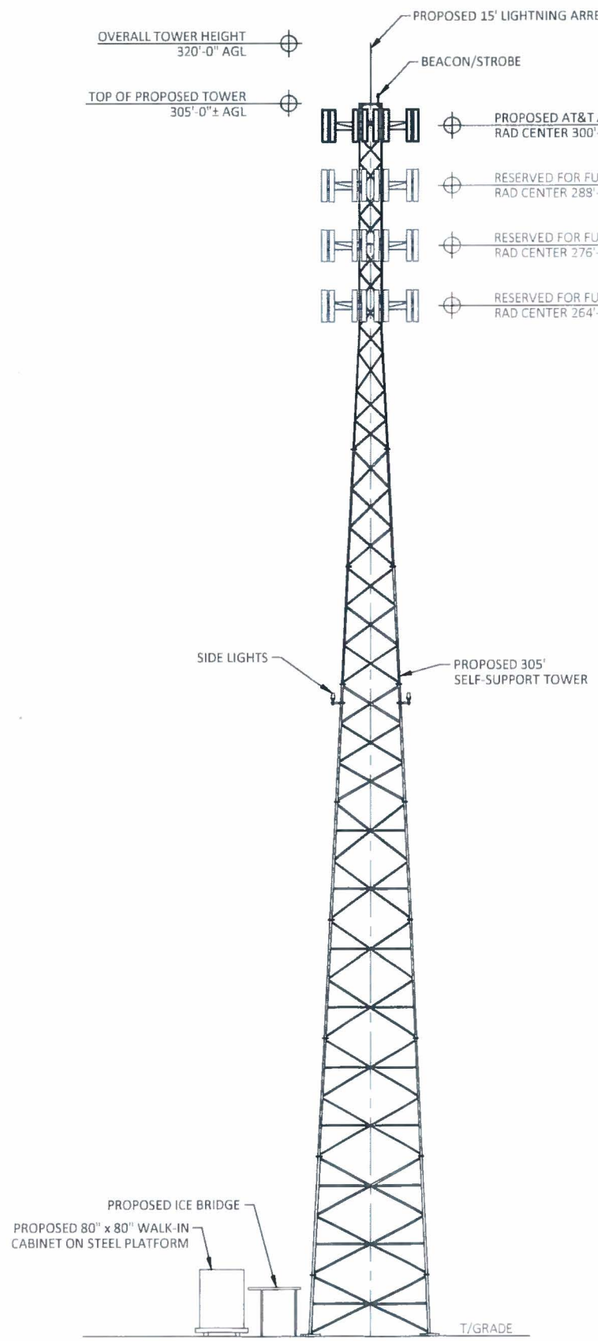
ENLARGED COMPOUND LAYOUT

SHEET NUMBER:

C-3

TOWER NOTES:

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



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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

STATE OF KENTUCKY
10/12/2017
MARK E. PATTERSON
16,300
LICENSED PROFESSIONAL ENGINEER
EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	9.28.17	ISSUED FOR REVIEW
B	10.3.17	TOWER DESIGN
0	10.12.17	ISSUED AS FINAL

SITE INFORMATION:

HEADQUARTERS

SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

NICHOLAS COUNTY

SITE NUMBER:
KYL05248

POD NUMBER: 17-13578

DRAWN BY: JGB
CHECKED BY: MEP
DATE: 9.28.17

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:
C-4

EXHIBIT C
TOWER AND FOUNDATION DESIGN

MasTec
Network Solutions

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

RE: Site Name – Headquarters
Proposed Cell Tower
38 23 05.38 North Latitude, 84 06 31.26 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

Sabre Industries™
Towers and Poles

Structural Design Report

305' S3TL Series HD1 Self-Supporting Tower
Site: Headquarters, KY
Site Number: KYL05248

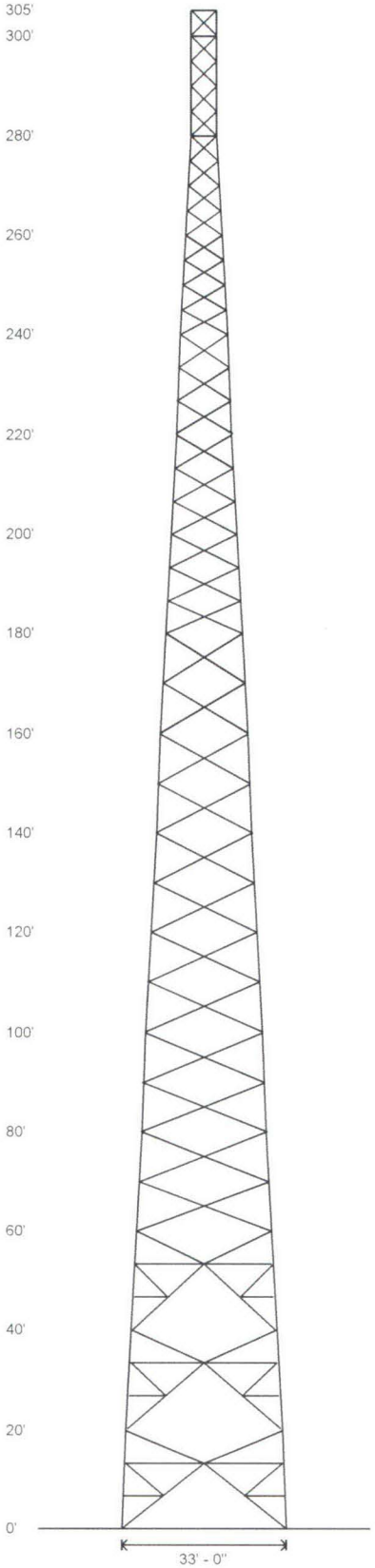
Prepared for: AT&T
by: Sabre Towers & Poles ™

Job Number: 171428

October 2, 2017

10/2/17

Legs	12.75 OD X .500					A	10.75 OD X .500					8.625 OD X .500					B	C	D	E	F	G
Diagonals	H	I	J	I	J	L 4 X 4 X 5/16						K	L	L 3 X 3 X 3/16				M	N	L 2 X 2 X 1/4	O	P
Horizontals	I	Q	I	Q	R	NONE														S	NONE	O
Internals	K	Q	T	Q	T	NONE																P
Sub-Diagonals	T	Q	T	Q	T	NONE																
Sub-Horizontals	T	Q	T	Q	M	NONE																
Brace Bolts	(2) 3/4"					(2) 5/8"						(1) 3/4"					(1) 5/8"					
Top Face Width	31'		29'		27'	25'		23'		21'		19'		17'		15'		13'	11'	9'	7'	5'	
Panel Count/Height	U	V	U	V	U	V	12 @ 10'											9 @ 6.6667'			13 @ 5'		
Section Weight	8684		8503		8158		7543		6207		6058		4830		4305		4135	3083	2979	2227'	1840	1175	W



Designed Appurtenance Loading

Elev	Description	Tx-Line
310	(1) Extendible Lightning Rod	
300	(1) 278 Sq. FT. EPA /6000# (No Ice)	(18) 1 5/8"
288	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
276	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
264	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	117.43	Shear (kips)	71.83
Axial (kips)	311.72	Compression (kips)	792
Moment (ft-kips)	21403	Uplift (kips)	689
Torsion (ft-kips)	49.2		

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.
5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
6) Azimuths are relative (not based on true north).
7) Foundation loads shown are maximums.
8) (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
9) All unequal angles are oriented with the short leg vertical.
10) Weights shown are estimates. Final weights may vary.
11) This tower was designed for a basic wind speed of 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: 99.32%

Sabre Industries
Towers and Poles

Sabre Communications Corporation
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

Job:	171428
Customer:	AT&T
Site Name:	Headquarters, KY KYL05248
Description:	305' S3TL
Date:	10/2/2017 By: REB

Material List

Display	Value
A	12.75 OD X .375
B	8.625 OD X .322
C	5.563 OD X .500
D	5.563 OD X .375
E	4.500 OD X .337
F	2.875 OD X .276
G	2.375 OD X .154
H	L 5 X 3 1/2 X 1/4 (SLV)
I	L 4 X 4 X 5/16
J	L 5 X 3 1/2 X 5/16 (SLV)
K	L 3 1/2 X 3 1/2 X 1/4
L	L 3 1/2 X 3 X 1/4 (SLV)

Display	Value
M	L 2 1/2 X 2 1/2 X 1/4
N	L 2 1/2 X 2 1/2 X 3/16
O	L 2 X 2 X 3/16
P	L 2 X 2 X 1/8
Q	NONE
R	L 4 X 4 X 1/4
S	L 2 X 2 X 1/4
T	L 3 X 3 X 1/4
U	1 @ 13.333'
V	1 @ 6.667'
W	249

Sabre Industries
Towers and Poles

Sabre Communications Corporation
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
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Job:	**171428**
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Site Name:	Headquarters, KY KYL05248
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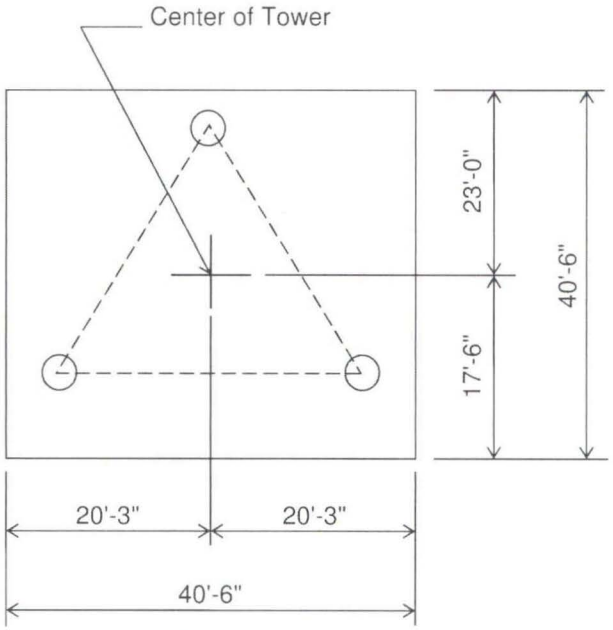
Sabre Industries™
Towers and Poles

No.: 171428

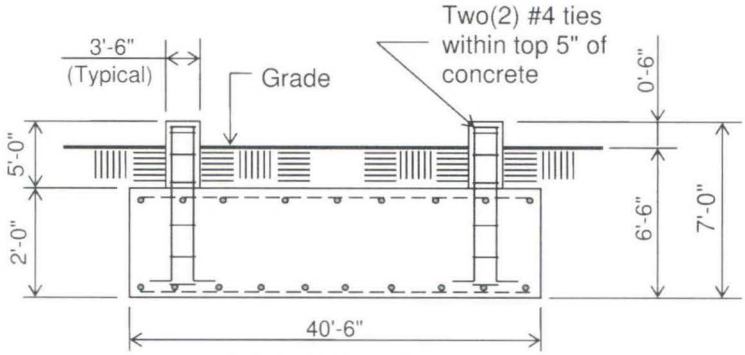
Date: 10/2/17
By: REB

Customer: AT&T
Site: Headquarters, KY KYL05248

305 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



PLAN VIEW



ELEVATION VIEW

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

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

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.

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. 17-13574, 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) = 130.03
Factored overturn (kip-ft) = 21403.42
Factored shear (kips) = 117.43

8). 4.5 ft of soil cover is required over the entire area of the foundation slab.

Rebar Schedule per Mat and per Pier	
Pier	(16) #10 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 9" C/C
Mat	(78) #10 horizontal rebar evenly spaced each way top and bottom. (312 total)

7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

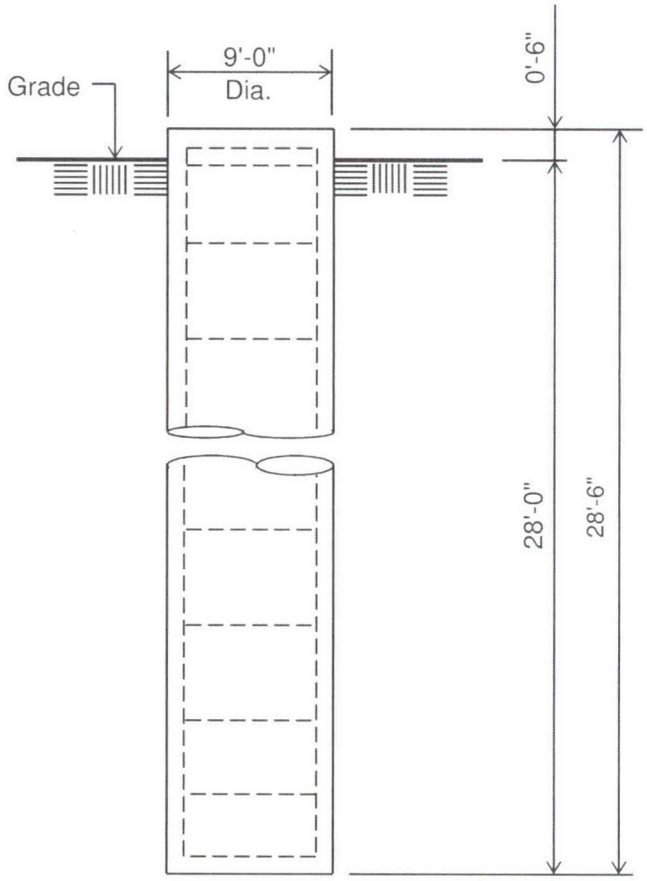
Sabre Industries™
Towers and Poles

No.: 171428

Date: 10/2/17
By: REB

Customer: AT&T
Site: Headquarters, KY KYL05248

305 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
(67.15 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. 17-13574, 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) = 689
Factored download (kips) = 792
Factored shear (kips) = 72

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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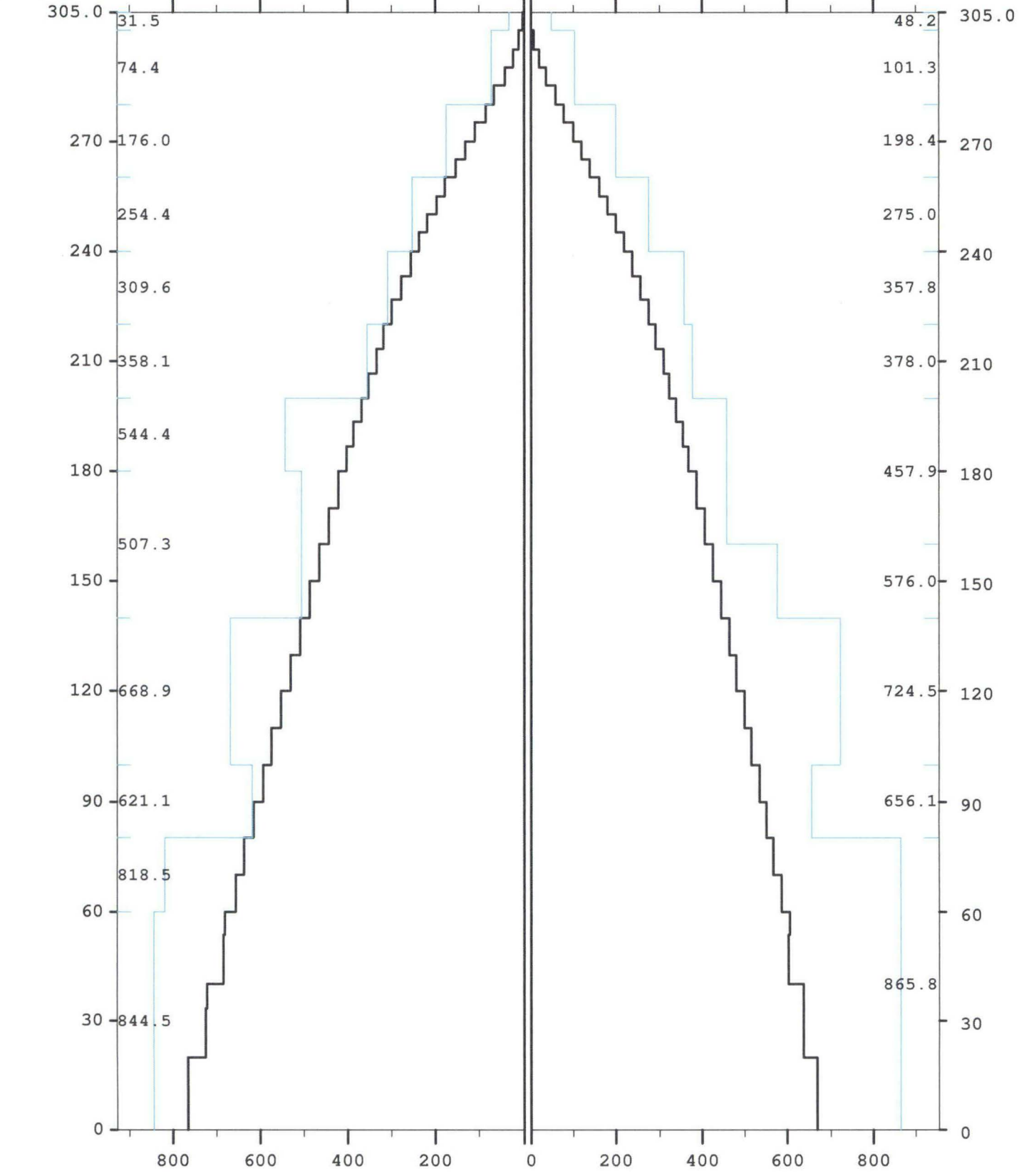
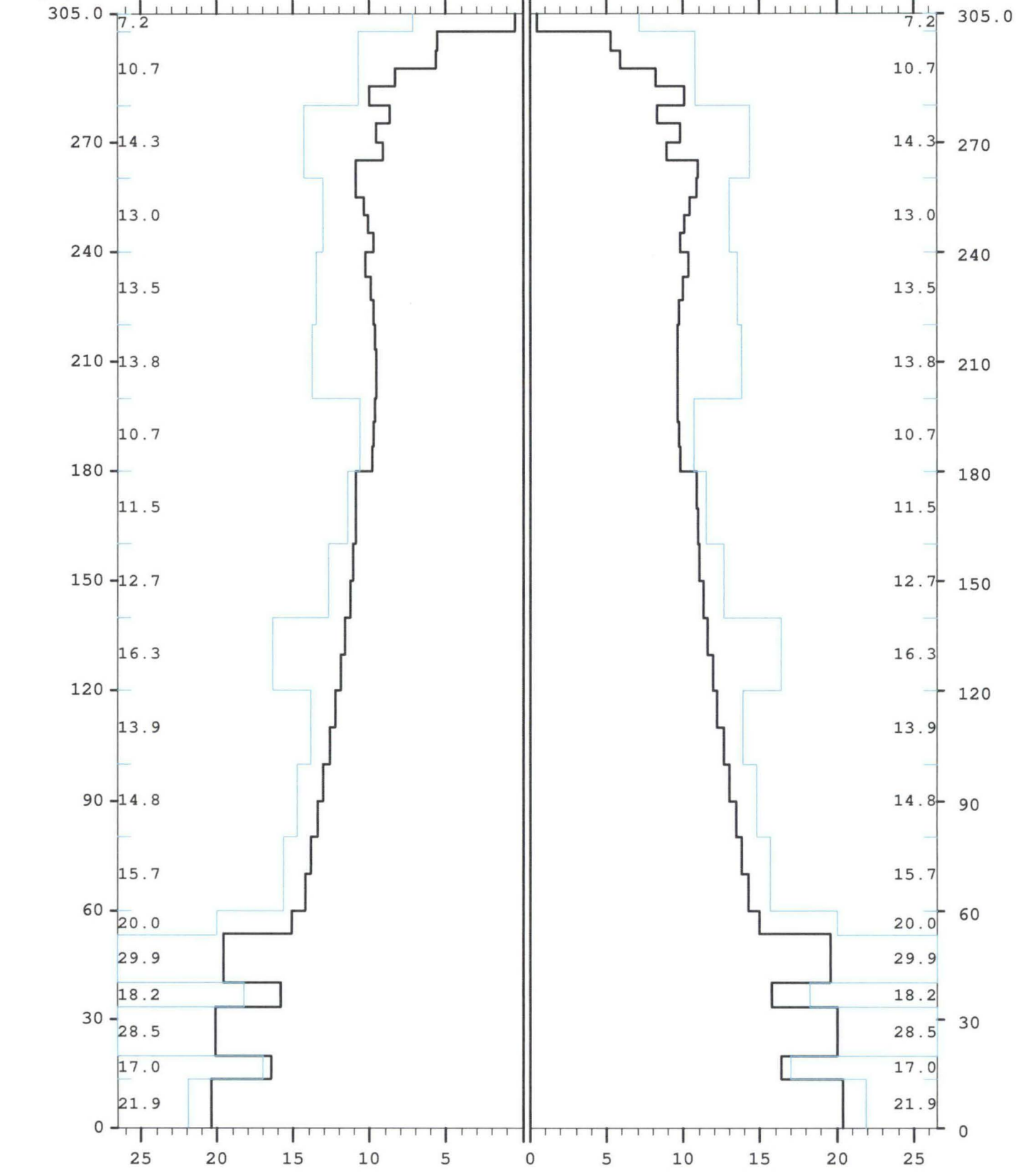
Maximum

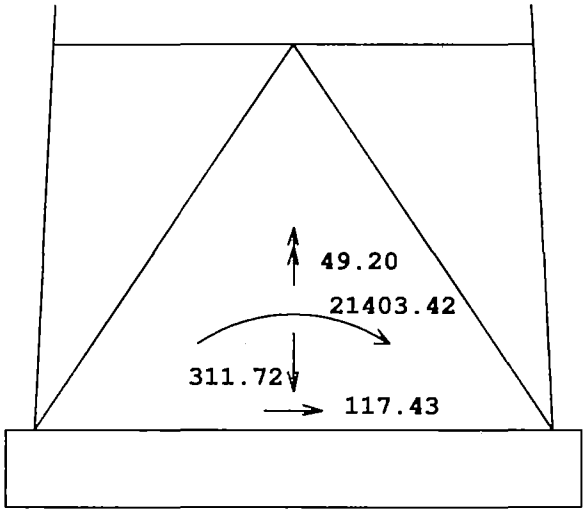

Compression in Legs (kip)
Tension in Legs (kip)
lev(ft)
800 600 400 200 0 200 400 600 800
305.0
270
240
210
180
150
120
90
60
30
0
31.5
74.4
176.0
254.4
309.6
358.1
544.4
507.3
668.9
621.1
818.5
844.5
48.2
101.3
198.4
275.0
357.8
378.0
457.9
576.0
724.5
656.1
865.8

Maximum

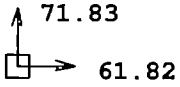

Compression in Diagonals (kip)
Tension in Diagonals (kip)
lev(ft)
25 20 15 10 5 0 5 10 15 20 25
305.0
270
240
210
180
150
120
90
60
30
0
7.2
10.7
14.3
13.0
13.5
13.8
10.7
11.5
12.7
16.3
13.9
14.8
15.7
20.0
29.9
18.2
28.5
17.0
21.9

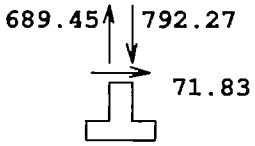
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)





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

Sabre Towers and Poles on: 2 oct 2017 at: 14:02:15

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	300.00	305.00	5.00	5.00	5.00
X	3	295.00	300.00	5.00	5.00	5.00
X	3	280.00	295.00	5.00	5.00	5.00
X	3	275.00	280.00	5.50	5.00	5.00
X	3	260.00	275.00	7.00	5.50	5.00
X	3	240.00	260.00	9.00	7.00	5.00
X	3	220.00	240.00	11.00	9.00	6.67
X	3	200.00	220.00	13.00	11.00	6.67
X	3	180.00	200.00	15.00	13.00	6.67
X	3	160.00	180.00	17.00	15.00	10.00
X	3	140.00	160.00	19.00	17.00	10.00
X	3	120.00	140.00	21.00	19.00	10.00
X	3	100.00	120.00	23.00	21.00	10.00
X	3	80.00	100.00	25.00	23.00	10.00
X	3	60.00	80.00	27.00	25.00	10.00
V	3	53.33	60.00	27.67	27.00	6.67
A	3	40.00	53.33	29.00	27.67	13.33
V	3	33.33	40.00	29.67	29.00	6.67
A	3	20.00	33.33	31.00	29.67	13.33
V	3	13.33	20.00	31.67	31.00	6.67
A	3	0.00	13.33	33.00	31.67	13.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	300.00	305.00	1.075	0.787	29000.	0.0000117
LE	280.00	300.00	2.254	0.787	29000.	0.0000117
LE	260.00	280.00	4.407	0.787	29000.	0.0000117
LE	240.00	260.00	6.111	0.787	29000.	0.0000117
LE	220.00	240.00	7.952	0.787	29000.	0.0000117
LE	200.00	220.00	8.399	0.787	29000.	0.0000117
LE	140.00	200.00	12.763	0.787	29000.	0.0000117
LE	100.00	140.00	16.101	0.787	29000.	0.0000117
LE	80.00	100.00	14.579	0.787	29000.	0.0000117
LE	0.00	80.00	19.242	0.787	29000.	0.0000117
DI	300.00	305.00	0.484	0.626	29000.	0.0000117
DI	280.00	300.00	0.715	0.626	29000.	0.0000117
DI	260.00	280.00	0.938	0.626	29000.	0.0000117
DI	240.00	260.00	0.902	0.626	29000.	0.0000117
DI	220.00	240.00	1.188	0.626	29000.	0.0000117
DI	180.00	220.00	1.090	0.626	29000.	0.0000117
DI	160.00	180.00	1.562	0.626	29000.	0.0000117
DI	140.00	160.00	1.688	0.626	29000.	0.0000117
DI	80.00	140.00	1.938	0.626	29000.	0.0000117
DI	53.33	80.00	2.402	0.626	29000.	0.0000117
DI	40.00	53.33	2.559	0.626	29000.	0.0000117
DI	33.33	40.00	2.402	0.626	29000.	0.0000117
DI	20.00	33.33	2.559	0.626	29000.	0.0000117
DI	13.33	20.00	2.402	0.626	29000.	0.0000117
DI	0.00	13.33	2.062	0.626	29000.	0.0000117
HO	300.00	305.00	0.484	0.626	29000.	0.0000117
HO	295.00	300.00	0.715	0.626	29000.	0.0000117
HO	275.00	280.00	0.938	0.626	29000.	0.0000117
HO	40.00	53.33	1.938	0.626	29000.	0.0000117
HO	20.00	33.33	2.402	0.626	29000.	0.0000117
HO	0.00	13.33	2.402	0.626	29000.	0.0000117
BR	40.00	53.33	1.438	0.000	29000.	0.0000117
BR	20.00	33.33	1.438	0.000	29000.	0.0000117

BR 0.00 13.33 1.688 0.000 29000. 0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT BRACING COMP kip	INT BRACING TENS kip
300.0	305.0	31.48	48.15	7.16	7.16	5.73	5.73	0.00	0.00
295.0	300.0	74.39	101.25	10.74	10.74	8.38	8.38	0.00	0.00
280.0	295.0	74.39	101.25	10.74	10.74	0.00	0.00	0.00	0.00
275.0	280.0	175.98	198.45	14.32	14.32	10.88	10.88	0.00	0.00
260.0	275.0	175.98	198.45	14.32	14.32	0.00	0.00	0.00	0.00
240.0	260.0	254.38	274.95	13.03	13.03	0.00	0.00	0.00	0.00
220.0	240.0	309.64	357.75	13.49	13.49	0.00	0.00	0.00	0.00
200.0	220.0	358.08	378.00	13.79	13.79	0.00	0.00	0.00	0.00
180.0	200.0	544.40	457.90	10.69	10.69	0.00	0.00	0.00	0.00
160.0	180.0	507.33	457.90	11.47	11.47	0.00	0.00	0.00	0.00
140.0	160.0	507.33	576.00	12.68	12.68	0.00	0.00	0.00	0.00
120.0	140.0	668.86	724.50	16.34	16.34	0.00	0.00	0.00	0.00
100.0	120.0	668.86	724.50	13.92	13.92	0.00	0.00	0.00	0.00
80.0	100.0	621.06	656.10	14.76	14.76	0.00	0.00	0.00	0.00
60.0	80.0	818.52	865.80	15.70	15.70	0.00	0.00	0.00	0.00
53.3	60.0	844.46	865.80	20.02	20.02	0.00	0.00	0.00	0.00
40.0	53.3	844.46	865.80	29.94	29.94	15.85	15.85	7.55	7.55
33.3	40.0	844.46	865.80	18.24	18.24	0.00	0.00	0.00	0.00
20.0	33.3	844.46	865.80	28.50	28.50	17.13	17.13	6.72	6.72
13.3	20.0	844.46	865.80	16.98	16.98	0.00	0.00	0.00	0.00
0.0	13.3	844.46	865.80	21.92	21.92	15.58	15.58	9.07	9.07

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	APPLY..LOAD..AT AZI	LOAD AZI	.....FORCES..... HORIZ kip	FORCES DOWN kip	.....MOMENTS..... VERTICAL ft-kip	MOMENTS TORSNAL ft-kip
C	310.0	0.00	0.0	0.0	0.29	0.15	0.00	0.00
C	300.0	0.00	0.0	0.0	10.39	7.20	0.00	0.00
C	288.0	0.00	0.0	0.0	7.71	4.80	0.00	0.00
C	276.0	0.00	0.0	0.0	7.64	4.80	0.00	0.00
C	264.0	0.00	0.0	0.0	7.57	4.80	0.00	0.00
D	305.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	300.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	300.0	0.00	42.0	0.0	0.15	0.09	0.06	0.10
D	290.0	0.00	42.0	0.0	0.14	0.08	0.06	0.10
D	290.0	0.00	63.7	0.0	0.16	0.10	0.06	0.12
D	285.0	0.00	63.7	0.0	0.16	0.10	0.06	0.12
D	285.0	0.00	76.5	0.0	0.17	0.11	0.06	0.12
D	280.0	0.00	76.5	0.0	0.17	0.11	0.06	0.12
D	280.0	0.00	80.8	0.0	0.19	0.16	0.06	0.11
D	275.0	0.00	80.8	0.0	0.19	0.16	0.06	0.11
D	275.0	0.00	99.1	0.0	0.21	0.17	0.04	0.07
D	265.0	0.00	101.2	0.0	0.21	0.18	0.04	0.07
D	265.0	0.00	58.7	0.0	0.22	0.20	0.01	0.05
D	260.0	0.00	58.7	0.0	0.22	0.20	0.01	0.05
D	260.0	0.00	330.0	0.0	0.24	0.22	0.01	0.05
D	240.0	0.00	329.1	0.0	0.25	0.23	0.01	0.05
D	240.0	0.00	329.9	0.0	0.24	0.25	0.01	0.05
D	220.0	0.00	329.2	0.0	0.24	0.26	0.01	0.05
D	220.0	0.00	329.9	0.0	0.26	0.26	0.01	0.05
D	200.0	0.00	329.4	0.0	0.27	0.27	0.01	0.05
D	200.0	0.00	330.0	0.0	0.27	0.32	0.01	0.05
D	180.0	0.00	329.6	0.0	0.28	0.33	0.01	0.05
D	180.0	0.00	329.9	0.0	0.25	0.33	0.01	0.05

D	150.0	0.00	329.9	0.0	0.26	0.34	0.01	0.05
D	150.0	0.00	329.8	0.0	0.27	0.35	0.01	0.05
D	140.0	0.00	329.8	0.0	0.27	0.35	0.01	0.05
D	140.0	0.00	330.0	0.0	0.29	0.41	0.01	0.05
D	100.0	0.00	329.9	0.0	0.29	0.42	0.01	0.04
D	100.0	0.00	330.0	0.0	0.29	0.41	0.01	0.04
D	80.0	0.00	329.9	0.0	0.30	0.41	0.01	0.04
D	80.0	0.00	330.0	0.0	0.29	0.50	0.01	0.04
D	60.0	0.00	329.9	0.0	0.29	0.51	0.01	0.04
D	60.0	0.00	330.0	0.0	0.26	0.48	0.01	0.04
D	53.3	0.00	330.0	0.0	0.26	0.48	0.01	0.04
D	53.3	0.00	329.9	0.0	0.30	0.56	0.01	0.04
D	40.0	0.00	329.9	0.0	0.30	0.56	0.01	0.04
D	40.0	0.00	330.0	0.0	0.24	0.48	0.01	0.04
D	33.3	0.00	330.0	0.0	0.24	0.48	0.01	0.04
D	33.3	0.00	330.0	0.0	0.28	0.59	0.01	0.04
D	20.0	0.00	330.0	0.0	0.28	0.59	0.01	0.04
D	20.0	0.00	330.0	0.0	0.21	0.49	0.01	0.03
D	13.3	0.00	330.0	0.0	0.21	0.49	0.01	0.03
D	13.3	0.00	330.0	0.0	0.25	0.59	0.01	0.03
D	0.0	0.00	330.0	0.0	0.25	0.59	0.01	0.03

SUPPRESS PRINTING
==========

	...FOR THIS LOADING..			.....MAXIMUMS.....			
LOADS INPUT	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

LOADING CONDITION M
==========

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

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

LOAD TYPE	ELEV	APPLY..LOAD..AT RADIUS	AZI	LOAD AZI	.....FORCES..... HORIZ	DOWN	.....MOMENTS..... VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	310.0	0.00	0.0	0.0	0.29	0.12	0.00	0.00
C	300.0	0.00	0.0	0.0	10.39	5.40	0.00	0.00
C	288.0	0.00	0.0	0.0	7.71	3.60	0.00	0.00
C	276.0	0.00	0.0	0.0	7.64	3.60	0.00	0.00
C	264.0	0.00	0.0	0.0	7.57	3.60	0.00	0.00
D	305.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00
D	300.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00
D	300.0	0.00	42.0	0.0	0.15	0.07	0.04	0.10
D	290.0	0.00	42.0	0.0	0.14	0.06	0.04	0.10
D	290.0	0.00	63.7	0.0	0.16	0.07	0.04	0.12
D	285.0	0.00	63.7	0.0	0.16	0.07	0.04	0.12
D	285.0	0.00	76.5	0.0	0.17	0.08	0.05	0.12
D	280.0	0.00	76.5	0.0	0.17	0.08	0.05	0.12
D	280.0	0.00	80.8	0.0	0.19	0.12	0.04	0.11
D	275.0	0.00	80.8	0.0	0.19	0.12	0.04	0.11
D	275.0	0.00	99.1	0.0	0.21	0.13	0.03	0.07
D	265.0	0.00	101.2	0.0	0.21	0.13	0.03	0.07
D	265.0	0.00	58.7	0.0	0.22	0.15	0.00	0.05
D	260.0	0.00	58.7	0.0	0.22	0.15	0.00	0.05
D	260.0	0.00	330.0	0.0	0.24	0.17	0.01	0.05
D	240.0	0.00	329.1	0.0	0.25	0.17	0.01	0.05
D	240.0	0.00	329.9	0.0	0.24	0.19	0.01	0.05
D	220.0	0.00	329.2	0.0	0.24	0.19	0.01	0.05
D	220.0	0.00	329.9	0.0	0.26	0.20	0.01	0.05
D	200.0	0.00	329.4	0.0	0.27	0.20	0.01	0.05
D	200.0	0.00	330.0	0.0	0.27	0.24	0.01	0.05
D	180.0	0.00	329.6	0.0	0.28	0.25	0.01	0.05
D	180.0	0.00	329.9	0.0	0.25	0.25	0.01	0.05
D	150.0	0.00	329.9	0.0	0.26	0.26	0.01	0.05
D	150.0	0.00	329.8	0.0	0.27	0.26	0.01	0.05
D	140.0	0.00	329.8	0.0	0.27	0.26	0.01	0.05

D	140.0	0.00	330.0	0.0	0.29	0.31	0.01	0.05
D	100.0	0.00	329.9	0.0	0.29	0.32	0.01	0.04
D	100.0	0.00	330.0	0.0	0.29	0.30	0.01	0.04
D	80.0	0.00	329.9	0.0	0.30	0.31	0.01	0.04
D	80.0	0.00	330.0	0.0	0.29	0.38	0.01	0.04
D	60.0	0.00	329.9	0.0	0.29	0.38	0.01	0.04
D	60.0	0.00	330.0	0.0	0.26	0.36	0.01	0.04
D	53.3	0.00	330.0	0.0	0.26	0.36	0.01	0.04
D	53.3	0.00	329.9	0.0	0.30	0.42	0.01	0.04
D	40.0	0.00	329.9	0.0	0.30	0.42	0.01	0.04
D	40.0	0.00	330.0	0.0	0.24	0.36	0.01	0.04
D	33.3	0.00	330.0	0.0	0.24	0.36	0.01	0.04
D	33.3	0.00	330.0	0.0	0.28	0.44	0.01	0.04
D	20.0	0.00	330.0	0.0	0.28	0.44	0.01	0.04
D	20.0	0.00	330.0	0.0	0.21	0.37	0.01	0.03
D	13.3	0.00	330.0	0.0	0.21	0.37	0.01	0.03
D	13.3	0.00	330.0	0.0	0.25	0.44	0.01	0.03
D	0.0	0.00	330.0	0.0	0.25	0.44	0.01	0.03

SUPPRESS PRINTING
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	...FOR THIS LOADING..			.....MAXIMUMS.....			
LOADS INPUT	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

==========

LOADING CONDITION Y ==========

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

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

LOAD TYPE	ELEV	APPLY..LOAD..AT RADIUS	AZI	LOAD AZI	.....FORCES..... HORIZ	DOWN	.....MOMENTS..... VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	310.0	0.00	0.0	0.0	0.05	0.30	0.00	0.00
C	300.0	0.00	0.0	0.0	1.29	18.42	0.00	0.00
C	288.0	0.00	0.0	0.0	1.57	12.25	0.00	0.00
C	276.0	0.00	0.0	0.0	1.55	12.22	0.00	0.00
C	264.0	0.00	0.0	0.0	1.53	12.19	0.00	0.00
D	305.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	300.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	300.0	0.00	42.0	0.0	0.02	0.32	0.22	0.01
D	295.0	0.00	42.0	0.0	0.02	0.32	0.22	0.01
D	295.0	0.00	42.0	0.0	0.01	0.28	0.22	0.01
D	290.0	0.00	42.0	0.0	0.01	0.28	0.22	0.01
D	290.0	0.00	68.8	0.0	0.02	0.34	0.21	0.01
D	285.0	0.00	68.8	0.0	0.02	0.34	0.21	0.01
D	285.0	0.00	86.2	0.0	0.02	0.38	0.22	0.01
D	280.0	0.00	86.2	0.0	0.02	0.38	0.22	0.01
D	280.0	0.00	88.3	0.0	0.02	0.48	0.20	0.01
D	275.0	0.00	88.3	0.0	0.02	0.48	0.20	0.01
D	275.0	0.00	97.5	0.0	0.02	0.52	0.12	0.00
D	265.0	0.00	99.6	0.0	0.02	0.53	0.12	0.00
D	265.0	0.00	44.4	0.0	0.02	0.59	0.02	0.00
D	260.0	0.00	44.4	0.0	0.02	0.59	0.02	0.00
D	260.0	0.00	330.0	0.0	0.02	0.64	0.02	0.00
D	240.0	0.00	329.1	0.0	0.02	0.67	0.02	0.00
D	240.0	0.00	329.9	0.0	0.02	0.67	0.02	0.00
D	220.0	0.00	329.3	0.0	0.02	0.69	0.02	0.00
D	220.0	0.00	329.9	0.0	0.03	0.73	0.02	0.00
D	200.0	0.00	329.4	0.0	0.03	0.75	0.02	0.00
D	200.0	0.00	330.0	0.0	0.03	0.81	0.02	0.00
D	180.0	0.00	329.6	0.0	0.03	0.83	0.02	0.00
D	180.0	0.00	329.9	0.0	0.03	0.79	0.02	0.00
D	150.0	0.00	329.9	0.0	0.03	0.82	0.02	0.00
D	150.0	0.00	329.8	0.0	0.03	0.84	0.02	0.00
D	140.0	0.00	329.8	0.0	0.03	0.84	0.02	0.00
D	140.0	0.00	330.0	0.0	0.03	0.92	0.02	0.00

D	100.0	0.00	329.9	0.0	0.03	0.95	0.02	0.00
D	100.0	0.00	330.0	0.0	0.03	0.95	0.02	0.00
D	80.0	0.00	329.9	0.0	0.03	0.96	0.02	0.00
D	80.0	0.00	330.0	0.0	0.03	1.05	0.02	0.00
D	60.0	0.00	329.9	0.0	0.03	1.06	0.02	0.00
D	60.0	0.00	330.0	0.0	0.02	0.97	0.02	0.00
D	53.3	0.00	330.0	0.0	0.02	0.97	0.02	0.00
D	53.3	0.00	329.9	0.0	0.03	1.22	0.02	0.00
D	40.0	0.00	329.9	0.0	0.03	1.22	0.02	0.00
D	40.0	0.00	330.0	0.0	0.02	0.97	0.02	0.00
D	33.3	0.00	330.0	0.0	0.02	0.97	0.02	0.00
D	33.3	0.00	330.0	0.0	0.03	1.24	0.02	0.00
D	20.0	0.00	330.0	0.0	0.03	1.24	0.02	0.00
D	20.0	0.00	330.0	0.0	0.02	0.99	0.02	0.00
D	13.3	0.00	330.0	0.0	0.02	0.99	0.02	0.00
D	13.3	0.00	330.0	0.0	0.02	1.32	0.03	0.00
D	0.0	0.00	330.0	0.0	0.02	1.32	0.03	0.00

SUPPRESS PRINTING
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LOADS INPUT	...FOR THIS LOADING.. DISPL	MEMBER FORCES	FOUNDN LOADS	.....MAXIMUMS..... ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

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MAXIMUM MAST DISPLACEMENTS:
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ELEV ft	------DEFLECTIONS (ft)----- NORTH	EAST	DOWN	--TILTS (DEG)--- NORTH	EAST	TWIST DEG
305.0	4.794 G	-4.612 D	0.069 G	2.208 G	-2.125 D	0.135 X
300.0	4.602 G	-4.426 D	0.065 G	2.207 G	-2.125 D	0.135 X
295.0	4.407 G	-4.238 D	0.061 G	2.196 G	-2.114 D	0.134 X
290.0	4.215 G	-4.054 D	0.057 G	2.164 G	-2.082 D	0.131 X
285.0	4.023 G	-3.870 D	0.054 G	2.106 G	-2.027 D	0.126 X
280.0	3.840 G	-3.693 D	0.050 G	2.014 G	-1.937 D	0.120 X
275.0	3.664 G	-3.524 D	0.047 G	1.956 G	-1.882 D	-0.115 R
270.0	3.493 G	-3.360 D	0.044 G	1.890 G	-1.818 D	-0.110 R
265.0	3.329 G	-3.202 D	0.041 G	1.816 G	-1.747 D	-0.105 R
260.0	3.170 G	-3.049 D	0.039 G	1.735 G	-1.670 D	-0.101 R
255.0	3.018 G	-2.902 D	0.037 e	1.674 G	-1.612 D	-0.096 R
250.0	2.871 G	-2.761 D	0.036 e	1.609 G	-1.549 D	-0.092 R
245.0	2.731 G	-2.626 D	0.035 e	1.542 G	-1.484 D	-0.088 R
240.0	2.595 G	-2.495 D	0.034 e	1.472 G	-1.417 D	-0.084 R
233.3	2.425 G	-2.332 D	0.033 e	1.399 G	-1.347 D	-0.080 R
226.7	2.263 G	-2.176 D	0.032 e	1.325 G	-1.275 D	-0.077 R
220.0	2.111 G	-2.029 D	0.031 e	1.250 G	-1.203 D	-0.073 R
213.3	1.965 G	-1.889 D	0.030 e	1.179 G	-1.135 D	-0.070 R
206.7	1.828 G	-1.756 D	0.029 e	1.108 G	-1.066 D	-0.066 R
200.0	1.699 G	-1.632 D	0.028 e	1.038 G	-0.999 D	-0.062 R
193.3	1.576 G	-1.514 D	0.028 e	0.992 G	-0.955 D	-0.058 R
186.7	1.460 G	-1.402 D	0.027 e	0.948 G	-0.912 D	-0.054 R
180.0	1.347 G	-1.294 D	0.026 e	0.903 G	-0.869 D	-0.050 R
170.0	1.191 G	-1.144 D	0.025 e	0.835 G	-0.803 D	-0.047 R
160.0	1.047 G	-1.005 D	0.024 e	0.768 G	-0.738 D	0.043 X
150.0	0.914 G	-0.877 D	0.022 e	0.701 G	-0.674 D	0.040 X
140.0	0.793 G	-0.761 D	0.021 e	0.635 G	-0.610 D	0.037 X
130.0	0.683 G	-0.655 D	0.020 e	0.583 G	-0.561 D	0.034 X
120.0	0.581 G	-0.557 D	0.019 e	0.532 G	-0.512 D	0.031 X
110.0	0.487 G	-0.467 D	0.017 e	0.482 G	-0.463 D	0.028 X
100.0	0.402 G	-0.386 D	0.016 j	0.432 G	-0.415 D	0.025 X
90.0	0.325 G	-0.312 D	0.014 j	0.376 G	-0.362 D	0.022 X
80.0	0.258 G	-0.248 D	0.013 j	0.322 G	-0.309 D	0.018 X
70.0	0.196 G	-0.187 D	0.011 j	0.280 G	-0.269 D	0.016 X
60.0	0.138 G	-0.133 D	0.010 j	0.238 G	-0.229 D	0.013 X
53.3	0.115 G	-0.110 D	0.009 j	0.213 G	-0.204 D	0.012 X
40.0	0.067 G	-0.064 D	0.007 j	0.158 G	-0.152 D	0.009 X
33.3	0.051 G	-0.049 D	0.006 j	0.133 G	-0.127 D	0.007 X
20.0	0.021 S	0.020 V	0.003 b	0.078 G	-0.075 D	0.005 X
13.3	0.011 S	0.010 V	0.002 j	0.053 G	-0.050 D	0.003 X
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
305.0			0.09 A	0.00 A
	0.15 U	0.46 M		
300.0			1.68 K	0.00 A
	5.43 M	5.29 T		
295.0			0.28 A	0.00 A
	18.86 M	5.83 B		
290.0			0.13 S	0.00 A
	34.64 M	8.21 N		
285.0			0.30 A	0.00 A
	57.01 M	10.09 B		
280.0			0.55 M	0.00 A
	76.89 M	8.24 M		
275.0			0.20 A	0.00 A
	97.86 M	9.78 H		
270.0			0.15 A	0.00 A
	118.04 M	8.95 T		
265.0			0.13 A	0.00 A
	137.87 M	10.92 T		
260.0			0.16 A	0.00 A
	160.47 M	10.90 T		
255.0			0.10 A	0.00 A
	180.63 M	10.44 T		
250.0			0.18 A	0.00 A
	199.90 M	10.04 T		
245.0			0.09 A	0.00 A
	217.16 M	9.78 T		
240.0			0.16 A	0.00 A
	236.21 M	10.29 T		
233.3			0.12 A	0.00 A
	256.06 M	9.98 T		
226.7			0.14 A	0.00 A
	274.88 M	9.74 T		
220.0			0.11 A	0.00 A
	292.26 M	9.64 T		
213.3			0.08 A	0.00 A
	309.02 M	9.58 T		
206.7			0.10 A	0.00 A
	324.81 M	9.59 T		
200.0			0.07 A	0.00 A
	340.19 M	9.63 T		
193.3			0.12 A	0.00 A
	354.77 M	9.71 N		
186.7			0.06 A	0.00 A
	369.18 M	9.82 T		
180.0			0.11 A	0.00 A
	386.16 M	10.85 T		
170.0			0.12 A	0.00 A
	406.35 M	10.94 N		
160.0			0.08 A	0.00 A
	425.55 M	11.08 T		
150.0			0.11 A	0.00 A
	444.44 M	11.29 N		
140.0			0.07 A	0.00 A
	462.66 M	11.55 T		
130.0			0.07 A	0.00 A
	480.68 M	11.89 V		
120.0			0.07 A	0.00 A
	498.34 M	12.24 P		
110.0			0.07 A	0.00 A
	515.94 M	12.61 V		
100.0			0.05 A	0.00 A
	533.30 M	12.99 P		
90.0			0.07 A	0.00 A
	550.64 M	13.40 V		
80.0			0.05 O	0.00 A
	567.73 M	13.81 P		
70.0			0.07 S	0.00 A
	584.60 M	14.21 V		
60.0			0.30 A	0.00 A
	604.45 M	14.99 P		
53.3			1.07 U	0.00 I
	603.12 M	19.55 V		
40.0			0.26 A	0.00 A
	637.44 M	15.73 V		

33.3	----------	1.00 U	0.00 M
	636.06 M 20.04 V		
20.0	----------	0.11 A	0.00 M
	669.88 M 16.38 P		
13.3	----------	0.88 U	0.00 N
	668.49 M 20.37 P		
0.0	----------	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0			-0.08 S	0.00 A
	-0.29 C	-0.50 G		
300.0			-1.47 Q	0.00 A
	-9.67 G	-5.56 B		
295.0			-0.20 S	0.00 A
	-24.11 G	-5.67 N		
290.0			-0.15 A	0.00 A
	-41.64 G	-8.34 B		
285.0			-0.23 S	0.00 A
	-65.90 G	-10.07 B		
280.0			-0.59 G	0.00 A
	-86.46 G	-8.70 G		
275.0			-0.15 S	0.00 A
	-111.10 G	-9.63 T		
270.0			-0.13 S	0.00 A
	-131.63 G	-9.11 B		
265.0			-0.10 S	0.00 A
	-154.69 G	-10.92 T		
260.0			-0.14 S	0.00 A
	-178.63 G	-10.96 B		
255.0			-0.08 S	0.00 A
	-199.78 G	-10.44 T		
250.0			-0.16 S	0.00 A
	-219.91 G	-10.10 B		
245.0			-0.08 S	0.00 A
	-238.18 G	-9.78 T		
240.0			-0.14 S	0.00 A
	-258.32 G	-10.34 B		
233.3			-0.10 S	0.00 A
	-279.65 G	-9.99 T		
226.7			-0.12 S	0.00 A
	-299.86 G	-9.79 H		
220.0			-0.09 S	0.00 A
	-318.75 G	-9.64 H		
213.3			-0.07 S	0.00 A
	-336.97 G	-9.62 H		
206.7			-0.09 S	0.00 A
	-354.30 G	-9.61 H		
200.0			-0.06 S	0.00 A
	-371.32 G	-9.66 H		
193.3			-0.11 S	0.00 A
	-387.69 G	-9.74 H		
186.7			-0.05 S	0.00 A
	-403.93 G	-9.84 B		
180.0			-0.10 S	0.00 A
	-423.18 G	-10.91 H		
170.0			-0.11 S	0.00 A
	-446.23 G	-10.98 H		
160.0			-0.07 S	0.00 A
	-468.28 G	-11.13 H		
150.0			-0.09 S	0.00 A
	-490.12 G	-11.33 H		
140.0			-0.06 S	0.00 A
	-511.48 G	-11.61 H		
130.0			-0.06 S	0.00 A
	-532.88 G	-11.94 D		
120.0			-0.06 S	0.00 A
	-553.98 G	-12.29 J		
110.0			-0.06 S	0.00 A
	-575.09 G	-12.65 D		
100.0			-0.04 S	0.00 A

	-595.95 G -13.04 J		
90.0	----------	-0.06 S	0.00 A
	-616.81 G -13.45 D		
80.0	----------	-0.05 I	0.00 A
	-637.74 G -13.85 J		
70.0	----------	-0.08 A	0.00 A
	-658.74 G -14.26 D		
60.0	----------	-0.27 S	0.00 A
	-682.36 G -15.09 D		
53.3	----------	-1.28 C	0.00 C
	-684.13 G -19.61 D		
40.0	----------	-0.22 S	0.00 A
	-724.04 G -15.85 D		
33.3	----------	-1.21 C	0.00 S
	-725.88 G -20.11 D		
20.0	----------	-0.09 S	0.00 S
	-765.54 G -16.46 J		
13.3	----------	-1.08 C	0.00 H
	-767.40 G -20.42 J		
0.0	----------	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD---COMPONENTS				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
71.83 G	61.82 K	792.27 G	-689.45 M	71.83 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
117.4 S	-111.8 D	117.4 S	311.7 j	21403.4 G	-20512.9 D	21403.4 G	49.2 X

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

Sabre Towers and Poles on: 2 oct 2017 at: 14:02:57

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

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

LOADING CONDITION A

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

MAST LOADING

LOAD	ELEV	APPLY..LOAD..AT	LOAD	.....FORCES.....	.....MOMENTS.....

TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	310.0	0.00	0.0	0.0	0.08	0.13	0.00	0.00
C	300.0	0.00	0.0	0.0	2.95	6.00	0.00	0.00
C	288.0	0.00	0.0	0.0	2.19	4.00	0.00	0.00
C	276.0	0.00	0.0	0.0	2.17	4.00	0.00	0.00
C	264.0	0.00	0.0	0.0	2.15	4.00	0.00	0.00
D	305.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	300.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	300.0	0.00	42.0	0.0	0.04	0.08	0.05	0.03
D	290.0	0.00	42.0	0.0	0.04	0.07	0.05	0.03
D	290.0	0.00	63.7	0.0	0.04	0.08	0.05	0.03
D	280.0	0.00	76.5	0.0	0.05	0.09	0.05	0.04
D	280.0	0.00	80.8	0.0	0.06	0.13	0.05	0.03
D	275.0	0.00	80.8	0.0	0.06	0.13	0.05	0.03
D	275.0	0.00	99.1	0.0	0.06	0.14	0.04	0.02
D	265.0	0.00	101.2	0.0	0.06	0.15	0.03	0.02
D	265.0	0.00	58.7	0.0	0.06	0.16	0.00	0.02
D	260.0	0.00	58.7	0.0	0.06	0.16	0.00	0.02
D	260.0	0.00	330.0	0.0	0.07	0.18	0.01	0.01
D	240.0	0.00	329.1	0.0	0.07	0.19	0.01	0.01
D	240.0	0.00	329.9	0.0	0.07	0.21	0.01	0.01
D	220.0	0.00	329.2	0.0	0.07	0.22	0.01	0.01
D	220.0	0.00	329.9	0.0	0.08	0.22	0.01	0.01
D	200.0	0.00	329.4	0.0	0.08	0.22	0.01	0.01
D	200.0	0.00	330.0	0.0	0.08	0.27	0.01	0.01
D	180.0	0.00	329.6	0.0	0.08	0.27	0.01	0.01
D	180.0	0.00	329.9	0.0	0.07	0.28	0.01	0.01
D	150.0	0.00	329.9	0.0	0.08	0.29	0.01	0.01
D	150.0	0.00	329.8	0.0	0.08	0.29	0.01	0.01
D	140.0	0.00	329.8	0.0	0.08	0.29	0.01	0.01
D	140.0	0.00	330.0	0.0	0.08	0.34	0.01	0.01
D	100.0	0.00	329.9	0.0	0.08	0.35	0.01	0.01
D	100.0	0.00	330.0	0.0	0.08	0.34	0.01	0.01
D	80.0	0.00	329.9	0.0	0.08	0.34	0.01	0.01
D	80.0	0.00	330.0	0.0	0.08	0.42	0.01	0.01
D	60.0	0.00	329.9	0.0	0.08	0.42	0.01	0.01
D	60.0	0.00	330.0	0.0	0.07	0.40	0.01	0.01
D	53.3	0.00	330.0	0.0	0.07	0.40	0.01	0.01
D	53.3	0.00	329.9	0.0	0.09	0.47	0.01	0.01
D	40.0	0.00	329.9	0.0	0.09	0.47	0.01	0.01
D	40.0	0.00	330.0	0.0	0.07	0.40	0.01	0.01
D	33.3	0.00	330.0	0.0	0.07	0.40	0.01	0.01
D	33.3	0.00	330.0	0.0	0.08	0.49	0.01	0.01
D	20.0	0.00	330.0	0.0	0.08	0.49	0.01	0.01
D	20.0	0.00	330.0	0.0	0.06	0.41	0.01	0.01
D	13.3	0.00	330.0	0.0	0.06	0.41	0.01	0.01
D	13.3	0.00	330.0	0.0	0.07	0.49	0.01	0.01
D	0.0	0.00	330.0	0.0	0.07	0.49	0.01	0.01

SUPPRESS PRINTING
==========

LOADS INPUT	...FOR THIS LOADING.. DISPL	MEMBER FORCES	FOUNDN LOADS	.....MAXIMUMS..... ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

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MAXIMUM MAST DISPLACEMENTS:
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ELEV ft	------DEFLECTIONS (ft)----- NORTH	EAST	DOWN	--TILTS (DEG)--- NORTH	EAST	TWIST DEG
305.0	1.372 G	-1.320 D	0.018 G	0.631 G	-0.608 D	-0.038 F
300.0	1.317 G	-1.267 D	0.018 G	0.631 G	-0.608 D	-0.038 F
295.0	1.261 G	-1.213 D	0.017 G	0.628 G	-0.604 D	-0.038 F
290.0	1.206 G	-1.161 D	0.017 G	0.619 G	-0.595 D	-0.037 F
285.0	1.152 G	-1.108 D	0.016 G	0.602 G	-0.579 D	-0.036 F
280.0	1.099 G	-1.058 D	0.016 G	0.575 G	-0.554 D	-0.034 F
275.0	1.049 G	-1.009 D	0.015 G	0.559 G	-0.538 D	-0.033 F
270.0	1.000 G	-0.962 D	0.015 G	0.540 G	-0.520 D	-0.031 F
265.0	0.953 G	-0.917 D	0.014 G	0.519 G	-0.500 D	-0.030 F

260.0	0.908 G	-0.873 D	0.014 G	0.496 G	-0.478 D	-0.029 F
255.0	0.864 G	-0.831 D	0.013 G	0.479 G	-0.461 D	-0.027 F
250.0	0.822 G	-0.791 D	0.013 G	0.460 G	-0.443 D	-0.026 F
245.0	0.782 G	-0.752 D	0.013 G	0.441 G	-0.424 D	-0.025 F
240.0	0.743 G	-0.715 D	0.012 G	0.421 G	-0.405 D	-0.024 F
233.3	0.695 G	-0.668 D	0.012 G	0.400 G	-0.385 D	-0.023 F
226.7	0.648 G	-0.624 D	0.012 G	0.379 G	-0.365 D	-0.022 F
220.0	0.605 G	-0.581 D	0.011 G	0.358 G	-0.344 D	-0.021 F
213.3	0.563 G	-0.541 D	0.011 G	0.337 G	-0.325 D	-0.020 F
206.7	0.524 G	0.504 J	0.010 G	0.317 G	-0.305 D	-0.019 F
200.0	0.487 G	0.468 J	0.010 G	0.297 G	-0.286 D	-0.018 F
193.3	0.452 G	0.434 J	0.010 G	0.284 G	-0.273 D	-0.017 F
186.7	0.418 G	0.402 J	0.009 G	0.271 G	-0.261 D	-0.015 F
180.0	0.386 G	0.371 J	0.009 G	0.259 G	-0.249 D	-0.014 F
170.0	0.341 G	0.328 J	0.009 G	0.239 G	-0.230 D	-0.013 F
160.0	0.300 G	0.288 J	0.008 G	0.220 G	-0.212 D	-0.012 F
150.0	0.262 G	0.252 J	0.008 G	0.201 G	0.193 J	-0.011 F
140.0	0.227 G	0.218 J	0.007 G	0.182 G	0.175 J	-0.010 F
130.0	0.196 G	0.188 J	0.007 G	0.167 G	0.161 J	-0.010 F
120.0	0.167 G	0.160 J	0.006 G	0.153 G	0.147 J	-0.009 F
110.0	0.140 G	0.134 J	0.006 G	0.138 G	0.133 J	-0.008 F
100.0	0.115 G	-0.111 D	0.005 G	0.124 G	0.119 J	-0.007 F
90.0	0.093 G	-0.089 D	0.005 G	0.108 G	0.104 J	-0.006 F
80.0	0.074 G	-0.071 D	0.004 G	0.092 G	0.089 J	-0.005 F
70.0	0.056 G	-0.054 D	0.004 G	0.080 G	0.077 J	-0.004 F
60.0	0.040 G	-0.038 D	0.003 G	0.068 G	0.066 J	-0.004 F
53.3	0.033 G	-0.031 D	0.003 G	0.061 G	0.059 J	-0.003 F
40.0	0.019 G	-0.018 D	0.002 G	0.045 G	0.043 J	-0.003 F
33.3	0.015 G	-0.014 D	0.002 J	0.038 G	0.036 J	-0.002 F
20.0	0.006 G	-0.006 D	0.001 J	0.022 G	0.022 J	-0.001 F
13.3	0.003 G	-0.003 D	0.001 J	0.015 G	0.014 J	-0.001 F
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
305.0	----------		0.03 A	0.00 A
	0.00 I	0.13 A		
300.0	----------		0.54 K	0.00 A
	0.09 A	1.42 H		
295.0	----------		0.10 A	0.00 A
	3.64 A	1.72 H		
290.0	----------		0.03 G	0.00 A
	7.62 A	2.30 H		
285.0	----------		0.11 A	0.00 A
	13.44 A	2.89 H		
280.0	----------		0.14 A	0.00 A
	18.97 A	2.22 A		
275.0	----------		0.08 A	0.00 A
	23.73 A	2.83 H		
270.0	----------		0.05 A	0.00 A
	29.43 A	2.49 B		
265.0	----------		0.05 A	0.00 A
	34.02 A	3.10 H		
260.0	----------		0.05 A	0.00 A
	40.04 A	3.08 H		
255.0	----------		0.03 A	0.00 A
	45.52 A	2.97 B		
250.0	----------		0.06 A	0.00 A
	50.80 A	2.84 B		
245.0	----------		0.03 A	0.00 A
	55.46 A	2.79 B		
240.0	----------		0.05 A	0.00 A
	60.63 A	2.91 B		
233.3	----------		0.04 A	0.00 A
	65.93 A	2.85 H		
226.7	----------		0.04 A	0.00 A
	70.97 A	2.77 H		
220.0	----------		0.04 A	0.00 A
	75.58 A	2.76 H		
213.3	----------		0.03 A	0.00 A
	80.03 A	2.73 H		
206.7	----------		0.03 A	0.00 A
	84.19 A	2.75 H		
200.0	----------		0.02 A	0.00 A
	88.21 A	2.76 H		

193.3	----------		0.04 A	0.00 A
	91.95 A	2.78 H		
186.7	----------		0.02 A	0.00 A
	95.65 A	2.82 H		
180.0	----------		0.04 A	0.00 A
	99.98 A	3.11 H		
170.0	----------		0.04 A	0.00 A
	105.11 A	3.15 H		
160.0	----------		0.03 A	0.00 A
	109.95 A	3.19 H		
150.0	----------		0.04 A	0.00 A
	114.70 A	3.25 H		
140.0	----------		0.02 A	0.00 A
	119.19 A	3.33 B		
130.0	----------		0.02 A	0.00 A
	123.56 A	3.42 J		
120.0	----------		0.02 A	0.00 A
	127.81 A	3.52 D		
110.0	----------		0.02 A	0.00 A
	132.03 A	3.62 J		
100.0	----------		0.02 A	0.00 A
	136.18 A	3.73 D		
90.0	----------		0.02 A	0.00 A
	140.34 A	3.84 J		
80.0	----------		0.01 C	0.00 A
	144.31 A	3.96 D		
70.0	----------		0.01 G	0.00 A
	148.12 A	4.07 J		
60.0	----------		0.10 A	0.00 A
	152.99 A	4.27 D		
53.3	----------		0.27 I	0.00 B
	151.52 A	5.59 D		
40.0	----------		0.09 A	0.00 A
	160.27 A	4.47 D		
33.3	----------		0.25 I	0.00 L
	158.73 A	5.72 D		
20.0	----------		0.04 A	0.00 L
	167.27 A	4.67 D		
13.3	----------		0.22 I	0.00 A
	165.72 A	5.83 D		
0.0	----------		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0	----------		-0.02 G	0.00 A
	-0.12 C	-0.15 G		
300.0	----------		-0.35 E	0.00 A
	-4.07 G	-1.68 H		
295.0	----------		-0.03 G	0.00 A
	-8.47 G	-1.57 H		
290.0	----------		-0.05 A	0.00 A
	-13.97 G	-2.42 B		
285.0	----------		-0.04 G	0.00 A
	-21.42 G	-2.87 B		
280.0	----------		-0.18 G	0.00 A
	-27.42 G	-2.60 G		
275.0	----------		-0.03 G	0.00 A
	-35.52 G	-2.69 B		
270.0	----------		-0.03 G	0.00 A
	-41.40 G	-2.65 H		
265.0	----------		-0.02 G	0.00 A
	-48.90 G	-3.11 B		
260.0	----------		-0.03 G	0.00 A
	-56.04 G	-3.14 B		
255.0	----------		-0.01 G	0.00 A
	-62.29 G	-2.97 B		
250.0	----------		-0.04 G	0.00 A
	-68.20 G	-2.89 B		
245.0	----------		-0.02 G	0.00 A
	-73.64 G	-2.79 H		
240.0	----------		-0.03 G	0.00 A

	-79.61 G	-2.97 H	
233.3	----------	-0.02 G	0.00 A
	-86.04 G	-2.86 H	
226.7	----------	-0.03 G	0.00 A
	-92.12 G	-2.82 H	
220.0	----------	-0.02 G	0.00 A
	-97.86 G	-2.77 H	
213.3	----------	-0.02 G	0.00 A
	-103.39 G	-2.77 H	
206.7	----------	-0.02 G	0.00 A
	-108.69 G	-2.77 H	
200.0	----------	-0.01 G	0.00 A
	-113.93 G	-2.79 H	
193.3	----------	-0.02 G	0.00 A
	-119.04 G	-2.81 H	
186.7	----------	-0.01 G	0.00 A
	-124.10 G	-2.84 H	
180.0	----------	-0.02 G	0.00 A
	-130.13 G	-3.16 H	
170.0	----------	-0.02 G	0.00 A
	-137.39 G	-3.18 H	
160.0	----------	-0.02 G	0.00 A
	-144.38 G	-3.24 H	
150.0	----------	-0.02 G	0.00 A
	-151.32 G	-3.29 H	
140.0	----------	-0.01 G	0.00 A
	-158.18 G	-3.38 H	
130.0	----------	-0.01 G	0.00 A
	-165.11 G	-3.47 D	
120.0	----------	-0.01 G	0.00 A
	-171.95 G	-3.57 J	
110.0	----------	-0.01 G	0.00 A
	-178.80 G	-3.67 D	
100.0	----------	-0.01 G	0.00 A
	-185.56 G	-3.78 J	
90.0	----------	-0.01 G	0.00 A
	-192.31 G	-3.89 D	
80.0	----------	-0.02 I	0.00 A
	-199.16 G	-4.00 J	
70.0	----------	-0.03 A	0.00 A
	-206.11 G	-4.11 D	
60.0	----------	-0.06 G	0.00 A
	-213.63 G	-4.37 D	
53.3	----------	-0.40 C	0.00 K
	-215.11 G	-5.65 D	
40.0	----------	-0.05 G	0.00 A
	-227.52 G	-4.58 D	
33.3	----------	-0.38 C	0.00 C
	-229.06 G	-5.79 D	
20.0	----------	-0.02 G	0.00 C
	-241.44 G	-4.75 D	
13.3	----------	-0.34 C	0.00 G
	-242.99 G	-5.87 D	
0.0	----------	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD---COMPONENTS				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
21.93 G	18.89 K	250.81 G	-170.95 A	21.93 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
33.7 G	-32.1 D	33.7 G	108.4 J	6135.7 G	5883.4 J	6135.7 G	-14.0 F

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 305' S3TL Series HD1
Customer AT&T
Project Number 171428
Date 10/2/2017
Engineer REB

Overall Loads:			
Factored Moment (ft-kips)	21403.42	Anchor Bolt Count (per leg)	6
Factored Axial (kips)	311.72		
Factored Shear (kips)	117.43		
Individual Leg Loads:		Tower eccentric from mat (ft)=	2.75
Factored Uplift (kips)	689.00		
Factored Download (kips)	792.00		
Factored Shear (kips)	72.00		
Width of Tower (ft)	33	Allowable Bearing Pressure (ksf)	4.00
Ultimate Bearing Pressure	8.00	Safety Factor	2.00
Bearing Φs	0.75		
Bearing Design Strength (ksf)	6	Max. Factored Net Bearing Pressure (ksf)	4.96
Water Table Below Grade (ft)	999		
Width of Mat (ft)	40.5	Minimum Mat Width (ft)	39.89
Thickness of Mat (ft)	2		
Depth to Bottom of Slab (ft)	6.5		
Bolt Circle Diameter (in)	18		
Top of Concrete to Top of Bottom Threads (in)	65.5		
Diameter of Pier (ft)	3.5	Minimum Pier Diameter (ft)	2.83
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.10
Ht. of Pier Below Ground (ft)	4.5		
Quantity of Bars in Mat	78		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in^2)	98.81		
Spacing of Bars in Mat (in)	6.22	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	16		
Bar Diameter in Pier (in)	1.27		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	9		
Area of Bars in Pier (in^2)	20.27	Minimum Pier A_s (in^2)	6.93
Spacing of Bars in Pier (in)	6.58	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.12		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd^3)	126.85		

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	19.73		
ϕv_c (ksi)	0.228	v_u (ksi)	0.225
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o+2)f'_c{}^{1/2}$	0.355		
$\phi v_c = \phi 4 f'_c{}^{1/2}$	0.228		
Shear perimeter, b_o (in)	186.97		
β_c	1		

Stability:

Overturning Design Strength (ft-k)	26817.2	Factored Overturning Moment (ft-k)	22225.4

One-Way Shear:

ϕV_c (kips)	1093.5	V_u (kips)	930.7

Pier Design:

Design Tensile Strength (kips)	1094.5	Tu (kips)	689.0
ϕV_n (kips)	75.6	V_u (kips)	72.0
$\phi V_c = \phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_w d$	0.9		
V_s (kips)	88.0	*** 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)	18.46	Req'd Hook Development l_{dh} (in)	13.25
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

$\phi P_c = \phi\lambda(2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	208.9	P_u (kips)	689.0
Pier Rebar Development Length (in)	54.64	Required Length of Development (in)	35.75

Flexure in Slab:

ϕM_n (ft-kips)	8063.7	M_u (ft-kips)	8056.4
a (in)	3.19		
Steel Ratio	0.01030		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	111.30	Required Development in Pad (in)	17.81

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 305' S3TL Series HD1
Customer Name AT&T
Job Number 171428
Date 10/2/2017
Engineer REB

Factored Uplift (kips)	689	Anchor Bolt Count (per leg)	6
Factored Download (kips)	792		
Factored Shear (kips)	72		
Ultimate Bearing Pressure	22.12		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	16.59		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	18		
Top of Concrete to Top of Bottom Threads (in)	65.5		
Pier Diameter (ft)	9	Minimum Pier Diameter (ft)	2.83
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	28		
Quantity of Bars	46		
Bar Diameter (in)	1.128		
Tie Bar Diameter (in)	0.625		
Spacing of Ties (in)	12		
Area of Bars (in^2)	45.97	Minimum Area of Steel (in^2)	45.80
Spacing of Bars (in)	6.80		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Φs	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd^3)	67.15		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?	☐	0	

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
2	0.00	0.00	0.11
8	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)	5.7		
Bearing Design Strength (kips)	1055.4		
Skin Friction Design Strength (kips)	462.3		
Download Design Strength (kips)	1517.7	Factored Net Download (kips)	797.7

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

Uplift:

Nominal Skin Friction (kips)	616.4		
Wc, Weight of Concrete (kips)	272.0		
W_R, Soil Resistance (kips)	1546.8		
ΦsWr+0.9Wc (kips)	1404.9		
Uplift Design Strength (kips)	707.1	Factored Uplift (kips)	689.0

Pier Design:

Design Tensile Strength (kips)	2482.3	Tu (kips)	689.0
ϕV_n (kips)	904.1	V_u (kips)	72.0
$\phi V_c=\phi 2(1+N_u/(500A_g))f'_c{}^{1/2}b_wd$ (kips)	904.1		
V_s (kips)	0.0	*** V_s max = 4 $f'_c{}^{1/2}b_wd$ (kips)	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:

$\phi P_c=\phi\lambda(2/3)f'_c{}^{1/2}(2.8A_{SLOPE}+4A_{FLAT})$	1379.3	P_u (kips)	689.0
Rebar Development Length (in)	21.69	Required Length of Development (in)	N/A

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

Navigation | Reports | PSC Home

KY Public Service Commission

Master Utility Search

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

Utility ID **Utility Name** **Address/City/Contact** **Utility Type** **Status**

Active

Search

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	C	Morristown	NJ
View	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	NJ
View	4110850	AltaWorx, LLC	Cellular	C	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	C	Toledo	OH
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	C	Clayton	WA
View	4107400	Bandwidth.com, Inc.	Cellular	A	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	C	Carrollton	TX
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI

View	4110050	CampusSims, Inc.	Cellular	D	Boston	MA
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	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	A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	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	A	Elizabethtown	KY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	C	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	B	Covington	LA
View	4109600	Google North America Inc.	Cellular	B	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4110600	Horizon River Technologies, LLC	Cellular	C	Atlanta	GA
View	4103100	i-Wireless, LLC	Cellular	A	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	OK
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	A	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	A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4202400	New Cingular Wireless PCS,	Cellular	A	San Antonio	TX

		LLC dba AT&T Mobility, PCS				
View	10900	New Par dba Verizon Wireless	Cellular	A	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	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	C	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	OH
View	4202100	Powertel/Memphis, Inc. dba T-Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	B	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	A	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	A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	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	A	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	MO
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	D	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	A	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	C	Lone Tree	CO
View	4200600	West Virginia PCS Alliance, L.C.	Cellular	A	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

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-ASO-17150-OE

Issued Date: 09/05/2017

Dave Cundiff (AP)
AT&T Mobility Services LLC
208 S. Akard St., 1012.06
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:	Antenna Tower Headquarters
Location:	Carlisle, KY
Latitude:	38-23-05.38N NAD 83
Longitude:	84-06-31.26W
Heights:	934 feet site elevation (SE)
	320 feet above ground level (AGL)
	1254 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-17150-OE.

Signature Control No: 341469765-342976400 (DNE)
Jay Garver
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2017-ASO-17150-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

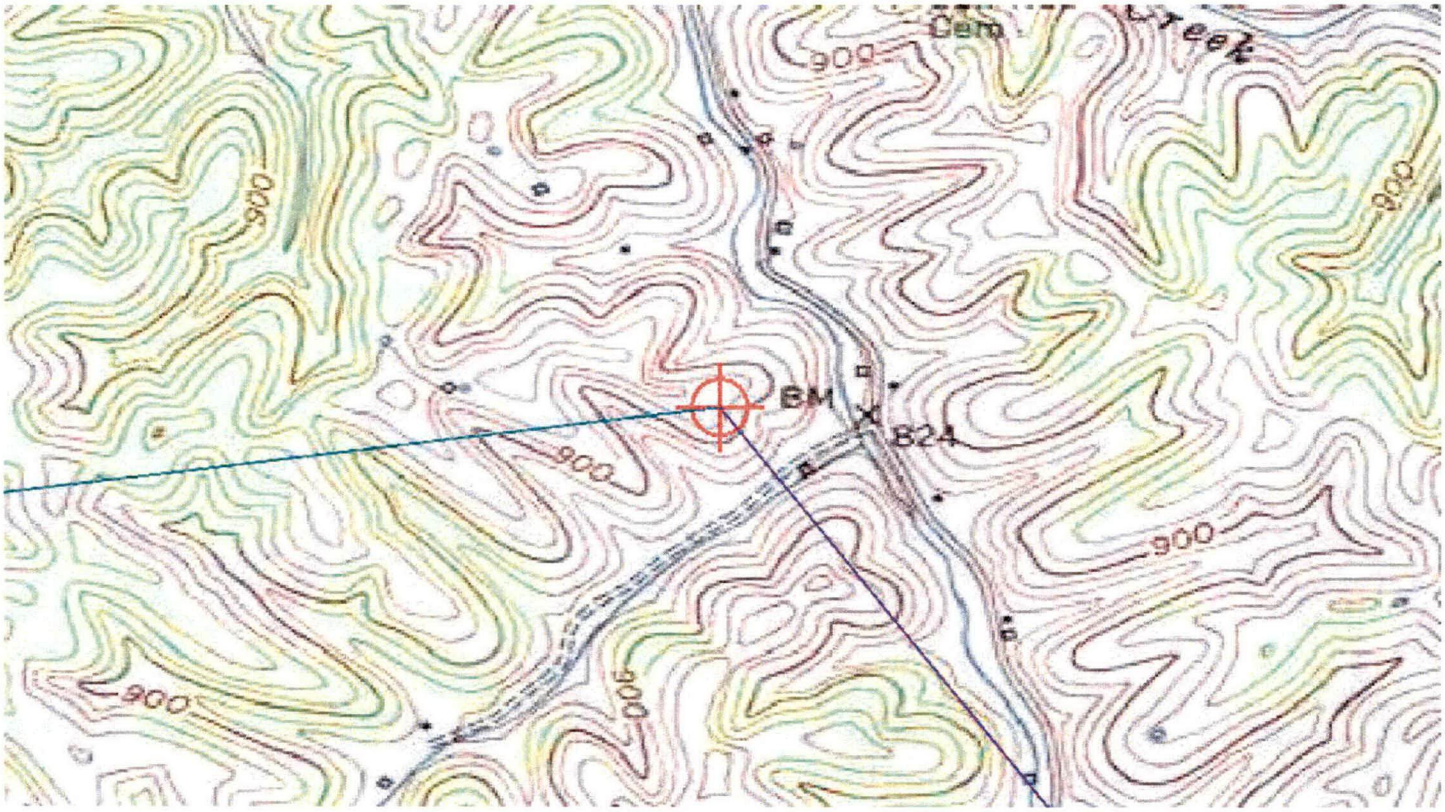

900
900
900
900
900
900
BM
B24

EXHIBIT E
FAA

EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION

KENTUCKY TRANSPORTATION CABINET

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (*name*) John Monday	**PHONE** 855-699-7073	**FAX** 972-907-1131	**KY AERONAUTICAL STUDY #**	
ADDRESS (*street*) 3300 E. Renner Road, B3132	**CITY** Richardson		**STATE** TX	**ZIP** 75082
APPLICANT'S REPRESENTATIVE (*name*) Roy Johnson	**PHONE** 502-445-2475	**FAX** 502-222-4266		
ADDRESS (*street*) 3605 Mattingly Road	**CITY** Buckner		**STATE** KY	**ZIP** 40010
APPLICATION FOR [X] New Construction [ ] Alteration [ ] Existing **DURATION** [ ] Permanent [ ] Temporary (*months* *days*)			**WORK SCHEDULE** Start End TBD	
TYPE [ ] Crane [ ] Building [X] Antenna Tower [ ] Power Line [ ] Water Tank [ ] Landfill [ ] Other	**MARKING/PAINTING/LIGHTING PREFERRED** [ ] Red Lights & Paint [ ] White- medium intensity [ ] White- high intensity [X] Dual- red & medium intensity white [ ] Dual- red & high intensity white [ ] Other			
LATITUDE 38 ° 23 ′ 05.38 ″	**LONGITUDE** 84 ° 06 ′ 31.26 ″		**DATUM** [X] NAD83 [ ] NAD27 [ ] Other	
NEAREST KENTUCKY City Carlisle County Nicholas	**NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT** 0I8 Cynthiana-Harrison County			
SITE ELEVATION (AMSL, *feet*) 934	**TOTAL STRUCTURE HEIGHT** (AGL, *feet*) 320		**CURRENT** (*FAA aeronautical study #*) 2017-ASO-17150-OE	
OVERALL HEIGHT (*site elevation plus total structure height, feet*) 1254			**PREVIOUS** (*FAA aeronautical study #*)	
DISTANCE (*from nearest Kentucky public use or Military airport to structure*) 8.31 NM			**PREVIOUS** (*KY aeronautical study #*)	
DIRECTION (*from nearest Kentucky public use or Military airport to structure*) East				

DESCRIPTION OF LOCATION (*Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.*)

1A and Quad attached

DESCRIPTION OF PROPOSAL

AT&T proposes to construct a 305' cell tower with a 15' lightning rod for an overall height of 320'.

FAA Form 7460-1 (*Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?*)
[ ] No [X] Yes, when? 8/21/17

CERTIFICATION (*I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.*)
PENALITIES (*Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.*)

NAME	**TITLE**	**SIGNATURE**	**DATE**
Michelle Ward	Sr. Real Estate Mgr.	Michelle Ward	08/23/17

COMMISSION ACTION

[ ] Chairperson, KAZC
[ ] Administrator, KAZC

[ ] Approved
[ ] Disapproved

SIGNATURE

DATE

EXHIBIT G
GEOTECHNICAL REPORT

Date: September 27, 2017 POD Job Number: 17-13574

GEOTECHNICAL REPORT

HEADQUARTERS (KYL05248)

38° 23' 05.38" N
84° 06' 31.26" W

Saltwell-Headquarters Rd

Carlisle, KY 40311

Prepared For:

MasTec Network Solutions

For:

at&t

Prepared By:

POD
POWER OF DESIGN

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

POD
POWER OF DESIGN

September 27, 2017

Ms. Marie Glasgow
Mastec Network Solutions
1975 Joe B Jackson Hwy
Murfreesboro, TN 37127

Re: Geotechnical Report – **PROPOSED 305' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR**
Site Name: **HEADQUARTERS (KYL05248)**
Site Address: Saltwell-Headquarters Road, Carlisle, Nicholas County, Kentucky
Coordinates: N38° 23' 05.38", W84° 06' 31.26"
POD Project No. 17-13574

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.

Cordially,

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

Copies submitted: (3) Ms. Marie Glasgow

LETTER OF TRANSMITTAL

TABLE OF CONTENTS

APPENDIX

BORING LOCATION PLAN
BORING LOG
SOIL SAMPLE CLASSIFICATION

Geotechnical Report
PROPOSED 305' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR
Site Name: **HEADQUARTERS (KYL05248)**
Saltwell-Headquarters Road, Carlisle, Nicholas County, Kentucky
N38° 23' 05.38", W84° 06' 31.26"

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 305' self-support tower and either an equipment shelter, slab or platform at N38° 23' 05.38", W84° 06' 31.26", Saltwell-Headquarters Road, Carlisle, Nicholas County, Kentucky. The site is located at the top of a hill in a farm field in a rural area of Nicolas County north of Headquarters. The proposed lease area will be 10,000 square feet and will be accessed from Saltwell-Headquarters Road to the east by a new access road. The elevation at the proposed tower location is about EL 934 and there is about 10 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 3 inches of topsoil at the existing ground surface. Below the topsoil, the borings encountered clayey silt (ML) of low plasticity. The SPT N-values in the clayey silt were between 17 and more than 50 blows per foot (bpf) generally indicating a very stiff to hard consistency. Borings 2 and 3 encountered auger refusal at depths of 7 and 8.5 feet in the silty soil. Auger refusal is defined as the depth at which the boring can no longer be advanced using the

current drilling method. Boring 1 encountered highly weathered shale at 13.5 feet to auger refusal at 17.5 feet.

The refusal material was cored in Boring 1 from 17.5 to 27.5 feet below the ground surface. Limestone layers that were hard and slightly weathered with shale that was soft and highly weathered was encountered. The recovery of the core was 96 percent with a RQD value of 12 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 7.5 feet and as deep as 17.5 feet. A drilled pier installer may not be able to drill deeper than 7 feet with a soil auger. If piers are designed that will bear deeper than 7 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 28 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0 -2	2 – 8	8 - 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-8)
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 silty 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 7.5 and 17.5 feet. A sample of the refusal material was cored in Boring 1 from 17.5 to 27.5 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.

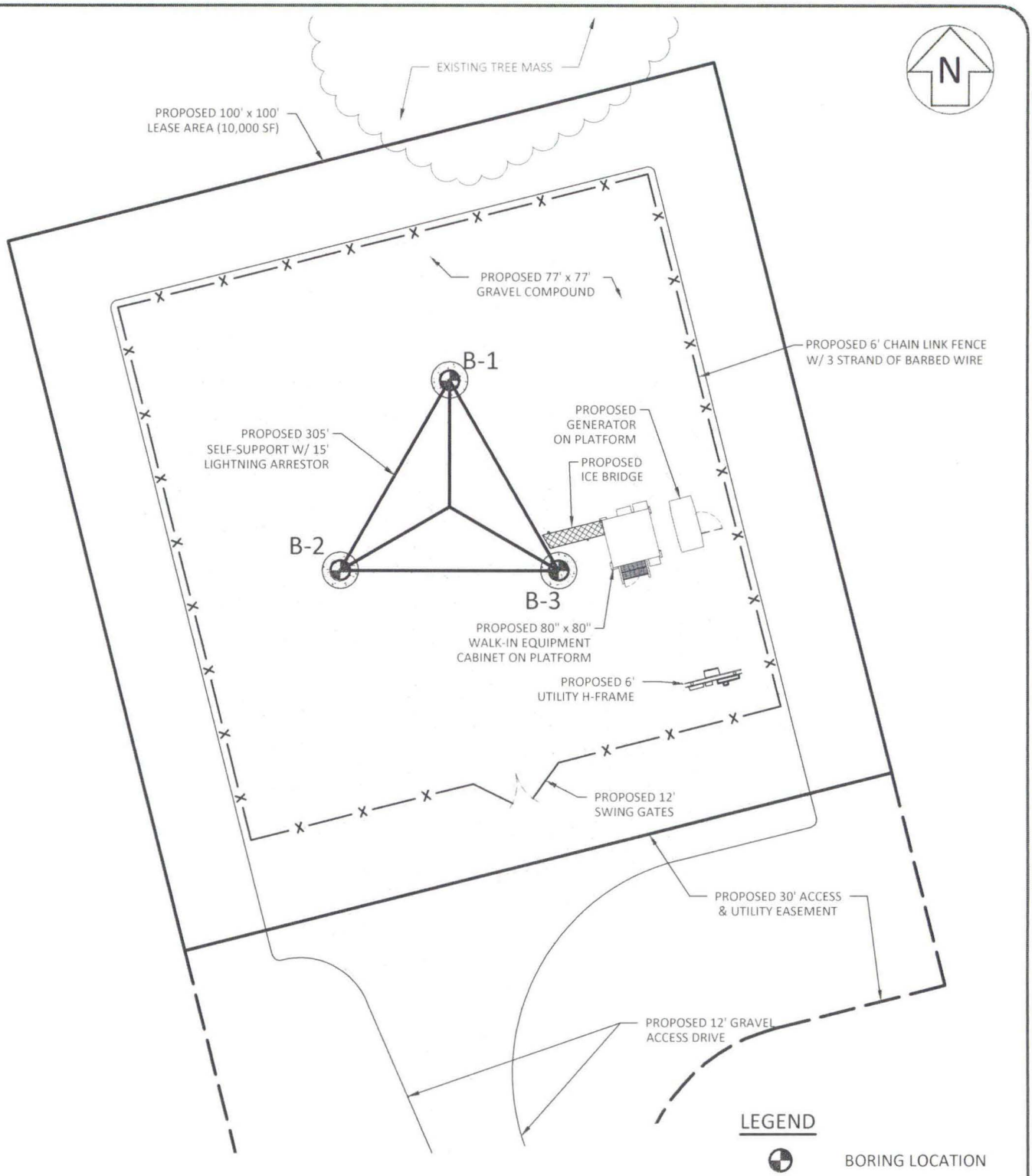
The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that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



SHEET TITLE: BORING LOCATION PLAN	SITE NUMBER: KYL05248	SITE INFORMATION: HEADQUARTERS	POD POWER OF DESIGN 11490 BLUEGRASS PKWY LOUISVILLE, KY 40299 502-437-5252
	LATITUDE: 38° 23' 05.38"N LONGITUDE: 84° 06' 31.26" W	SALTWELL-HEADQUARTERS ROAD CARLISLE, KY 40311 NICHOLAS COUNTY	
SHEET NUMBER: 1	POD NUMBER: 17-13574 DRAWN BY: KDP CHECKED BY: MEP DATE: 9.21.17		PREPARED FOR: MasTec

POD
POWER OF DESIGN

Boring Log

Boring: B-1

Page 1 of 1

Project: Headquarters **City, State** Carlisle, KY

Method: H.S.A.	**Boring Date:** 15-Sep-17	**Location:** Proposed Tower Location
Inside Diameter: 3 1/4"	**Drill Rig Type:** CME - 55	**Hammer Type:** Auto
Groundwater: Dry		**Weather:**
Driller: Hoosier Drilling	**Note:** About 3 inches of topsoil was encountered at the ground surface	

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (tsf)
0.2	13.5	CLAYEY SILT (ML) - very stiff, dry, brown-olive gray mottled	1-2.5	SS	6, 8, 12,	14	20,					6.0
	3.5	- hard with clayshale	3.5-5	SS	6, 12, 20	16	32,					6.0
	6.0	- limestone fragments	6-7.5	SS	50,	3	50,					
			8.5-10	SS	50,	1	50,					
13.5	17.5	SHALE - highly weathered, olive gray-brown	13.5-15	SS	30, 50,	8	50,					
17.5	27.5	LIMESTONE - hard, moderately to slightly weathered, light gray with SHALE that was highly weathered, soft and brown	17.5-27.5	RC		96		12%				
		Boring Terminated at 27.5 feet										

POD
POWER OF DESIGN

Boring Log

Boring: B-2

Page 1 of 1

Project: Headquarters **City, State** Carlisle, KY

Method: H.S.A.	**Boring Date:** 15-Sep-17	**Location:** Proposed Tower Location
Inside Diameter: 3 1/4"	**Drill Rig Type:** CME - 55	**Hammer Type:** Auto
Groundwater: Dry		**Weather:**
Driller: Hoosier Drilling	**Note:** About 3 inches of topsoil was encountered at the ground surface	

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (tsf)
0.2	7.0	CLAYEY SILT (ML) - very stiff, dry, brown-olive gray mottled	1-2.5	SS	6, 8, 18,	18	26,					
	3.5	- with some limestone fragments	3.5-5	SS	9, 16, 22	12	38,					
	6.0	- with limestone and shale fragments	6-7	SS	45, 50,	3	50,					
		Auger Refusal at 7 feet										

POD
POWER OF DESIGN

Boring Log

Boring: B-3

Page 1 of 1

Project: Headquarters | **City, State** Carlisle, KY

Method: H.S.A.	**Boring Date:** 15-Sep-17	**Location:** Proposed Tower Location
Inside Diameter: 3 1/4"	**Drill Rig Type:** CME - 55	**Hammer Type:** Auto
Groundwater: Dry		**Weather:**
Driller: Hoosier Drilling	**Note:** About 3 inches of topsoil was encountered at the ground surface	

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (tsf)
0.2	8.5	CLAYEY SILT (ML) - very stiff, brown-olive gray mottled	1-2.5	SS	5, 7, 10,	16	17,					6.0
	3.5	- with clayshale and some limestone fragments	3.5-5	SS	8, 9, 17	14	26,					
			6 - 7.5	SS	15, 30, 39	12	69,					
		Auger Refusal at 8.5 feet										

SOIL SAMPLE CLASSIFICATION

FINE AND COARSE GRAINED SOIL INFORMATION

COARSE GRAINED SOILS (SANDS & GRAVELS)

N	Relative Density
0-4	Very Loose
5-10	Loose
11-20	Firm
21-30	Very Firm
31-50	Dense
Over 50	Very Dense

FINE GRAINED SOILS (SILTS & CLAYS)

N	Consistency	Qu, KSF Estimated
0-1	Very Soft	0-0.5
2-4	Soft	0.5-1
5-8	Firm	1-2
9-15	Stiff	2-4
16-30	Very Stiff	4-8
Over 31	Hard	8+

PARTICLE SIZE

Boulders	Greater than 300 mm (12 in)
Cobbles	75 mm to 300 mm (3 to 12 in)
Gravel	4.74 mm to 75 mm (3/16 to 3 in)
Coarse Sand	2 mm to 4.75 mm
Medium Sand	0.425 mm to 2 mm
Fine Sand	0.075 mm to 0.425 mm
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 QUALITY DESIGNATION (RQD)

Percent RQD	Quality
0-25	Very Poor
25-50	Poor
50-75	Fair
75-90	Good
90-100	Excellent

ROCK HARDNESS

Very Hard:	Rock can be broken by heavy hammer blows.
Hard:	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.
Moderately Hard:	Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be broken with light hammer blows.
Soft:	Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure.
Very Soft:	Rock disintegrates or easily compresses when touched; can be hard to very hard soil.

$$\text{Recovery} = \frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$$

63 REC

$$\text{RQD} = \frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$$

NQ

43 RQD

Core Diameter	Inches
BQ	1-7/16
NQ	1-7/8
HQ	2-1/2

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 mixtures
SW		Well graded sands, gravelly sands, little or no fines
SP		Poorly graded sands or gravelly sands, little or no fines
SM		Silty sands, sand - silt mixtures
SC		Clayey sands, sand - clay mixtures
ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts
OL		Organic silts and organic silty clays of low plasticity
CL		Inorganic clays of low range plasticity, gravelly clays, sandy clays, silty clays, lean clays
MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
CH		Inorganic clays of high range plasticity, fat clays

ROCKS	
Symbols	Typical Names
	Limestone or Dolomite
	Shale
	Sandstone

SOIL PROPERTY SYMBOLS

N:	Standard Penetration, BPF
M:	Moisture Content, %
LL:	Liquid Limit, %
PI:	Plasticity Index, %
Qp:	Pocket Penetrometer Value, TSF
Qu:	Unconfined Compressive Strength Estimated Qu, TSF
γ_D:	Dry Unit Weight, PCF
F:	Fines Content

SAMPLING SYMBOLS

SS	Split Spoon Sample
UD	Relatively Undisturbed Sample
Core 1	Rock Core Sample

EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at the offices of the Nicholas County Judge Executive located at 125 E. Main Street, Carlisle, KY, head west on East Main Street toward N. Locust Street and travel approximately 0.5 miles.
2. Make a slight right onto KY-32 West / Old Paris Road and travel approximately 2.2 miles.
3. Turn left onto US-68 West and travel approximately 1.1 miles.
4. Turn right onto KY-32 West / KY-36 West and travel approximately 3.1 miles.
5. Turn right onto Saltwell-Headquarters Road and travel approximately 2.1 miles.
6. The site is on the left on Saltwell-Headquarters Road in Carlisle, KY.
7. The site coordinates are
    a. North 38 deg 23 min 05.38 sec
    b. West 84 deg 06 min 31.26 sec

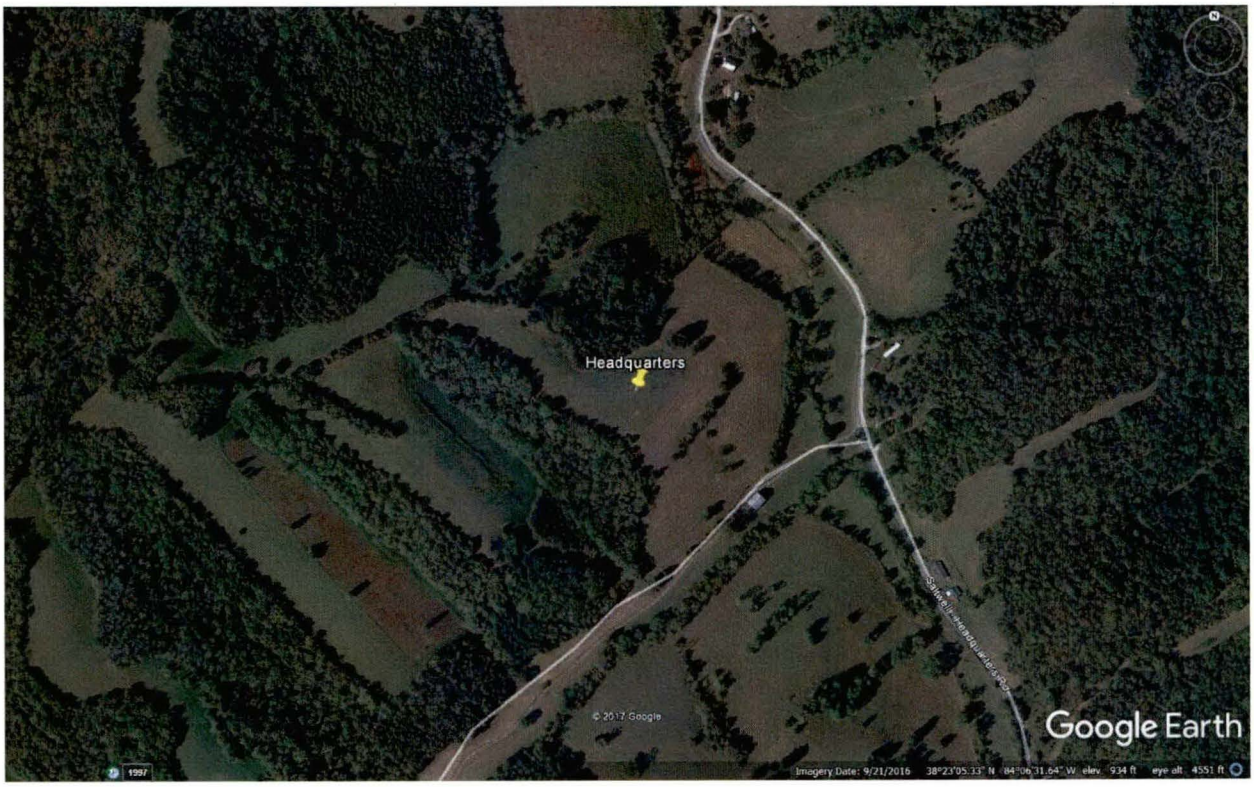


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EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Lexington
Cell Site Number: KYL05248
Cell Site Name: Headquarters
Fixed Asset Number: 13800681

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 Jeffrey W. Mattox and Teresa Mattox, husband and wife, having a mailing address of 1006 Saltwell-Headquarters 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 Saltwell-Headquarters Road, 40311, 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 [redacted] within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [redacted] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

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

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

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

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord 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. Additional Premises must be adjoining the existing Lease Area and must be approved prior by Landlord. 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 [redacted] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

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

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

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

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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

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

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

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

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

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

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

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

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

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

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

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

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

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

9. INDEMNIFICATION.

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

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

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

10. WARRANTIES.

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

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

11. ENVIRONMENTAL.

(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, excluding acts of nature beyond Landlord's control, 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, [redacted] in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

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. Notwithstanding the foregoing, Tenant shall be responsible for the construction, maintenance, and upkeep of any Tenant constructed access road installed on the Property to the Communication Facility. Any damage Tenant causes to the main access road into the property during construction, Tenant will repair at its own cost and expense.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such

companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

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. ASSIGNMENT/SUBLEASE. 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 #: KYL05248; Cell Site Name: Headquarters (**KY**)
Fixed Asset No.: 13800681
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:
New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: KYL05248; Cell Site Name: Headquarters (**KY**)
Fixed Asset No.: 13800681
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:
Jeffrey and Teresa Mattox
1006 Saltwell-Headquarters 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. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord

determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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

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 #: KYL05248; Cell Site Name: Headquarters (**KY**)
Fixed Asset No: 13800681
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"

Jeffrey W. Mattox

By: Jeffrey W Mattox Jeff Mattox
Print Name: Jeffrey W. Mattox
Its: Owner
Date: 3/29/17

Teresa Mattox

By: Teresa M Mattox
Print Name: Teresa Mattox Teresa Mattox
Its: Owner
Date: 3/29/17

LANDLORD ACKNOWLEDGMENT

STATE OF Kentucky)
) ss:
COUNTY OF Nicholas)

On the 29th day of March, 2017 before me, personally appeared Jeffrey W. Mattox and Teresa Mattox, 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.

Nancye R Lyons
Nancye R. Lyons
Notary Public: State At Large Ky
My Commission Expires: 12-1-18

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

By: _____
Print Name: Bryan Coleman
Its: Area Manager Network Engineering
Gulf States/TNKY Site Acquisition
Date: 8/7/2017

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 7 day of August, 2017, before me personally appeared Bryan Coleman and acknowledged under oath that he is the Area Manager Network Engineering – Gulf States/TNKY Site Acquisition 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.

KATHY M. MCLAUGHLIN NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public: Kathy M. McLaughlin
My Commission Expires: 10-26-2020

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Option and Lease Agreement dated August 1, 2017, by and between Jeffrey W. Mattox and Teresa Mattox, husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

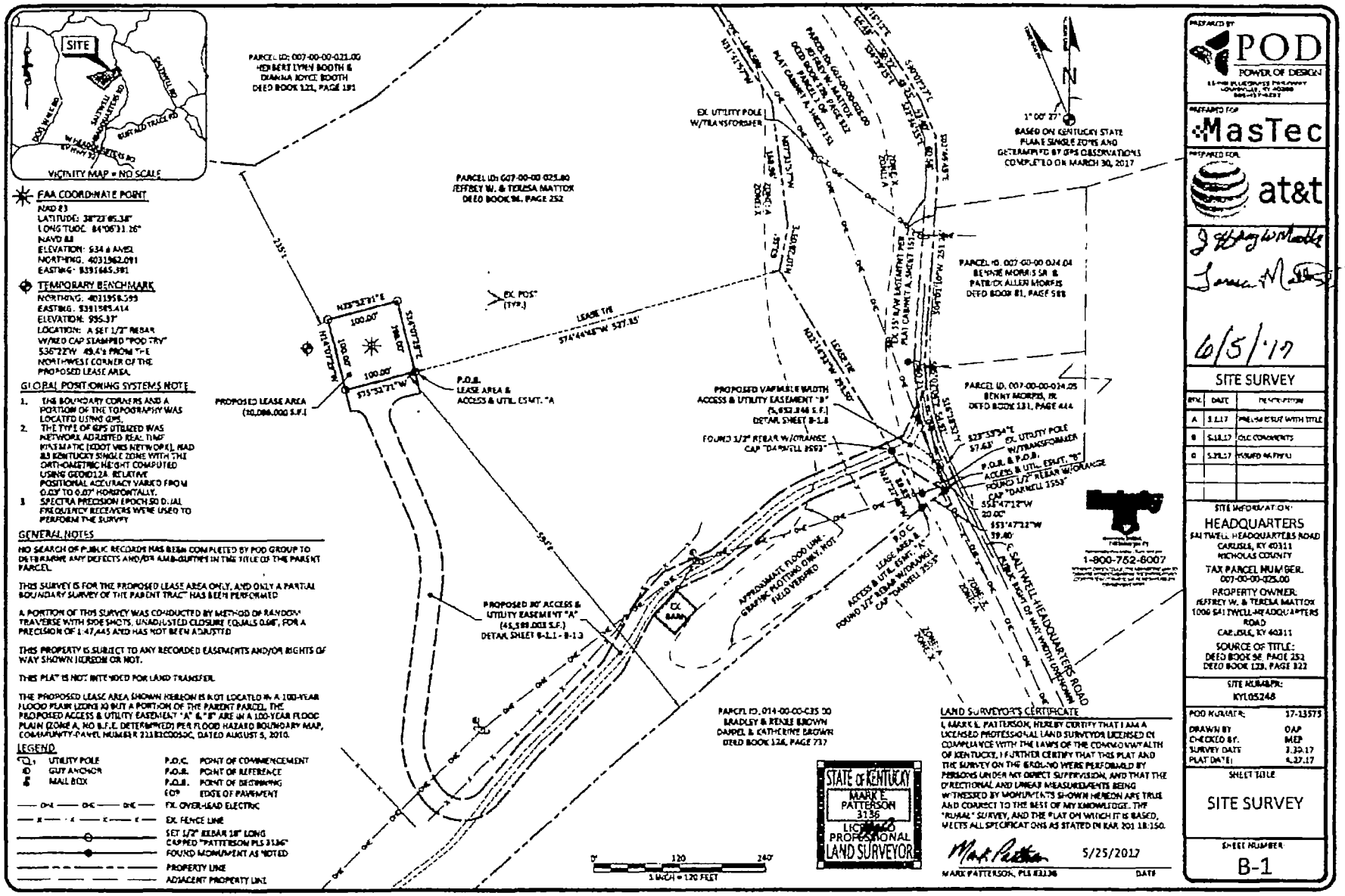
The Property is legally described as follows: DB: , PG:

"A certain tract or parcel of land lying in Nicholas County, Kentucky, on the waters of Beaver Creek on the Headquarters and Saltwell Turnpike Road, which is bounded and described as follows:

BEGINNING in the center of the Turnpike Road, corner to J. D. Gaunce; thence up said road with its meanders South 37-1/4 deg. East 21.8 rods to a stone; thence South 15-3/4 deg. East 16 rods to a stone; South 28 deg. East 20.88 rods to a stone; corner to Addie Allison; thence South 48 deg. West 35 rods to a stone; thence South 45 deg. West 19.12 rods to a fence post; thence South 60-3/4 deg. West 15.6 rods; South 36 deg. West 21.68 rods to a stone; South 48-3/4 deg. West 19.4 rods to a stone; thence South 18-1/2 deg. West 17 rods to a stone; thence South 42-1/2 deg. West 31.68 rods to a stone, corner to the Kennedy land; thence North 54 deg. West 27.6 rods to a stone corner to same; thence North 43-1/2 deg. West 12.25 rods to a stone; thence North 58-3/4 deg. West 26.36 rods to a walnut tree; thence North 42-1/2 deg. West 32.4 rods to a stone; thence North 59-1/4 deg. West 51.12 rods to a stone corner to Allison and Feeback; thence with the Feeback lines North 65-1/2 deg. East 25 rods; North 70 East 12.64 rods; South 89-1/2 deg. East 10.6 rods; South 87-1/2 deg. East 11.2 rods; North 53 deg. East 11.25 rods; North 51 deg. East 20.21 rods to a stone corner to Feeback; thence South 21-1/2 deg. East 5.36 rods to a stone; thence North 85 deg. East 31.6 rods to a post; thence North 61 deg. East 37.28 rods to a post; thence South 86 deg. East 30.8 rods to a stake; thence North 60-1/2 deg. East 11.56 rods to a post; thence North 69-3/4 deg. East 23.72 rods to a post; thence North 29-1/2 deg. East 6.8 rods to the beginning, containing 110.5 acres."

Being the same property conveyed to Brooks Bunnell by Woodrow Gaunce and Naomi Gaunce, husband and wife, by deed dated April 3, 1960, recorded in Deed Book 63, page 240, Nicholas County Clerk's Office.

"The **PASSWAY** over the lands herein conveyed which runs from the Turnpike to the lands formerly owned by Kennedy Bros., now owned by Mattox, which passway is clearly defined and as now used by said Mattox, is hereby reserved for the owners and occupants of said land."



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 "FINAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

5/25/2017

MARK PATTERSON, PLS #3136 — DATE

PREPARED BY: POD — POWER OF DESIGN

PREPARED FOR: MasTec

PREPARED FOR: at&t

6/5/17

SITE SURVEY

RVN.	DATE	DESCRIPTION
A	5.1.17	PRELIMINARY WITH TITLE
B	5.18.17	CLIENT COMMENTS
C	5.25.17	ISSUED FOR FINAL

SITE INFORMATION:

HEADQUARTERS
SALTWELL HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER:
007-00-00-025.00

PROPERTY OWNER:
JEFFREY W. & TERESA MATTOX
1006 SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 123, PAGE 322

SITE NUMBER: KYL05248

POD NUMBER: 17-13573

DRAWN BY: OAP
CHECKED BY: MEP
SURVEY DATE: 3.30.17
PLAT DATE: 5.25.17

SHEET TITLE: SITE SURVEY

SHEET NUMBER: B-1

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

Prepared by and Return to:
Integrisite
Attn: Heidi Nelson
214 Expo Circle, Suite 4
West Monroe, LA 71292

Cell Site No.: KYL05248
Cell Site Name: Headquarters
County: Nicholas

EASEMENT AGREEMENT

This Easement Agreement is made as of the 7 day of August, 2017, by and between Jeffrey W. Mattox and Teresa Mattox, a married couple, ("Grantor") and NEW CINGULAR WIRELESS PCS LLC, a Delaware limited liability company ("Grantee"), which parties, for and in consideration the mutual agreements and undertakings herein contained, receipt and sufficiency of which valuable consideration is hereby acknowledged, do hereby agree to be bound as follows:

1. **RECITAL.** Grantor is the owner of that certain parcel of land located in Nicholas County, Kentucky, of record in Book 129, Page 322, County Clerk's Office for Nicholas County, Kentucky, and being known as parcel 007-00-00-025.00 (the "Grantor's Property").

2. **GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee, its successors and assigns, an Easement (the "Easement") for the right of access, for ingress and egress, and utilities, to and through the Grantor's Property, as more fully described in Exhibit A, attached hereto and incorporated herein, to the areas as leased by Grantee under the a lease, which serves access to a Communication Facility under that certain Option and Lease between Grantee and Jeffrey W. Mattox and Teresa Mattox, a married couple, on adjacent property with an address of 1006 Saltwell-Headquarters Road, Carlisle, in the County of Nicholas, State of Kentucky (the "Lease). Grantor reserves the right to reroute the Easement, at Grantor's own expense, as long as Grantor does not block access to the Communication Facility under the Lease or increase the grade. Grantor shall have the mutual right to use of the Easement. Grantee, together with Grantee's successors, sublessees, assigns, contractors, agents and representatives, may use the Easement for purposes of accessing, installing, constructing, maintaining, repairing, operating, altering, inspecting, replacing, removing, modifying, substituting, expanding, and relocating a communications service system on the areas under the Lease Grantee will have such access twenty-four hours per day, seven days per week. Grantee is to keep and maintain access road in good condition.

3. **PAYMENTS.** As consideration Grantee agrees to pay Grantor per the previously executed Lease. Payments shall be made to the address as shown below.

4. **TERM.** The Easement as herein granted herein shall continue and be co-terminus for the term of the Lease, and any extensions, options, renewals, replacements or revisions of the Lease (the "Term"). The initial term of the Lease is (5) five years from the Commencement Date as defined therein, and there are options to extend the term for (4) four additional consecutive (5) five year periods, as well as the right of the parties to further extend by agreement. The Easement shall be continuous, co-terminus and irrevocable, and shall run with the land and be binding upon Grantor, and Grantor's successors and assigns, during the entire Term. Upon the end of the Term, the Grantee agrees to execute such documents as the Grantor may reasonably request to confirm the termination. Grantee shall have the right to terminate the Easement upon ninety days written notice to the Grantor at any time from the date of this Agreement for failure to comply with any of the terms or conditions contained herein.

5. **NO PUBLIC USE DEDICATION.** Nothing contained in this Agreement will be deemed to be a dedication of any portion of the Easement to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purposes set forth herein.

6. **INDEMNITY.** Grantee shall indemnify and hold Grantor harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Easement by Grantee or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the act or omissions of the Grantor or its employees or agents.

7. **NOTICES.** All notices required or permitted hereunder must be in writing and are effective only when deposited in the U. S. Mail, certified and postage prepaid, or when sent via overnight delivery to the following addresses (or such other address as the parties may designate and provide notice of in writing in accordance with the terms and provisions of this paragraph). Notice shall be deemed given upon receipt or upon refusal to accept delivery.

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: AT&T Network Real Estate Administration
Re: Cell Site #: KYL05248; Cell Site Name: Headquarters (KY)
Fixed Asset No: 13800681
575 Morosgo Drive
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
Re: Cell Site #: KYL05248; Cell Site Name: Headquarters (KY)
Fixed Asset No: 13800681
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord:

Jeff Mattox
1006 Saltwell-Headquarters Road
Carlisle, KY 40311

8. **ENTIRE AGREEMENT.** This Easement Agreement contains the entire agreement of the parties as to these matters, and any other discussions or writings are merged herein. This Agreement may only be amended by a writing signed by each of the parties, and shall not be amended orally, or by conduct, waiver or estoppel. Time is of the essence under this Agreement.

GRANTOR: Jeffrey W. Mattox

Grantor

GRANTOR: Teresa Mattox

Grantor

GRANTEE: NEW CINGULAR WIRELESS PCS LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Bryan Coleman
Title: TN/KY Area Manager

STATE OF KENTUCKY)
) ss:
COUNTY OF Nicholas)

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Jeffrey W. Mattox and Teresa Mattox, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that he was the within named bargainor, and that he executed the foregoing Easement Agreement for the purposes therein contained.

Witness my hand and seal, this the 27th day of June, 2017.

NOTARY PUBLIC: Nancy R. Lyon, Stated Lyn, Ky
My Commission Expires: 12-1-18

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 7 day of August, 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.

KATHY M. MCLAUGHLIN NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public: Kathy M McLaughlin
My Commission Expires: 10-26-2020

EXHIBIT "A"

Being an easement, across Grantor's Property, located in Nicholas County, Kentucky, and being more specifically described as follows:

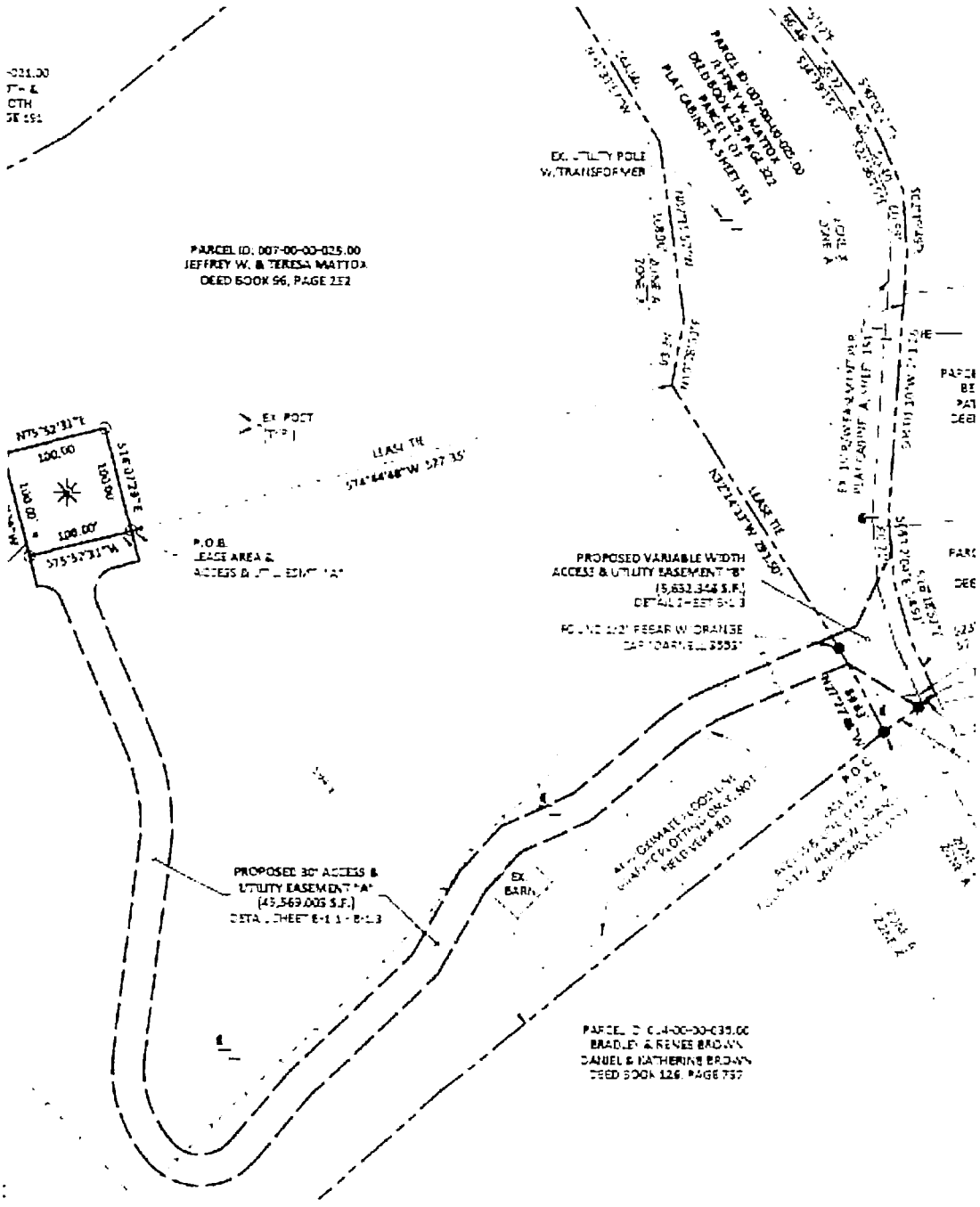


EXHIBIT J
NOTIFICATION LISTING

Headquarters – Notice List

Jeffrey W & Teresa L Mattox
1006 Saltwell-Headquarters Rd
Carlisle, KY 40311

Jeffrey Mattox
1006 Saltwell-Headquarters Rd
Carlisle, KY 40311

Bryan & Beth Hayes
488 Dogwalk Rd
Cynthiana, KY 41031

Bryan & Beth Hayes
84 Hawick Drive
Valparaiso, IN 46385

Reynolds J. Mattox Est c/o Phillip Mattox
136 Calcutta Rd
Carlisle, KY 40311

Herbert Lynn & Dianna Joyce Booth
599 Lower Concord Rd
Carlisle, KY 40311

Linda Porter
445 Saltwell-Headquarters Rd
Carlisle, KY 40311

Morris Bennie Sr Est & Morris Patrick Allen
595 Saltwell-Headquarters Rd
Carlisle, KY 40311

Morris Bennie Jr
695 Saltwell Headquarters Rd
Carlisle, KY 40311

Brown Bradley & Renee & Brown Daniel & Katherine
926 Kennedy Ct
Paris, KY 40361

Michael R & Nida Jones
205 Mt Carmel Road
Cynthiana, KY 41031

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION

PIKE
LEGAL

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: Headquarters

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 Saltwell-Headquarters Road, Carlisle, KY 40311 (38° 23' 05.38" North latitude, 84° 06' 31.26" West longitude). The proposed facility will include a 305-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 2017-00408 in any correspondence sent in connection with this matter.

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

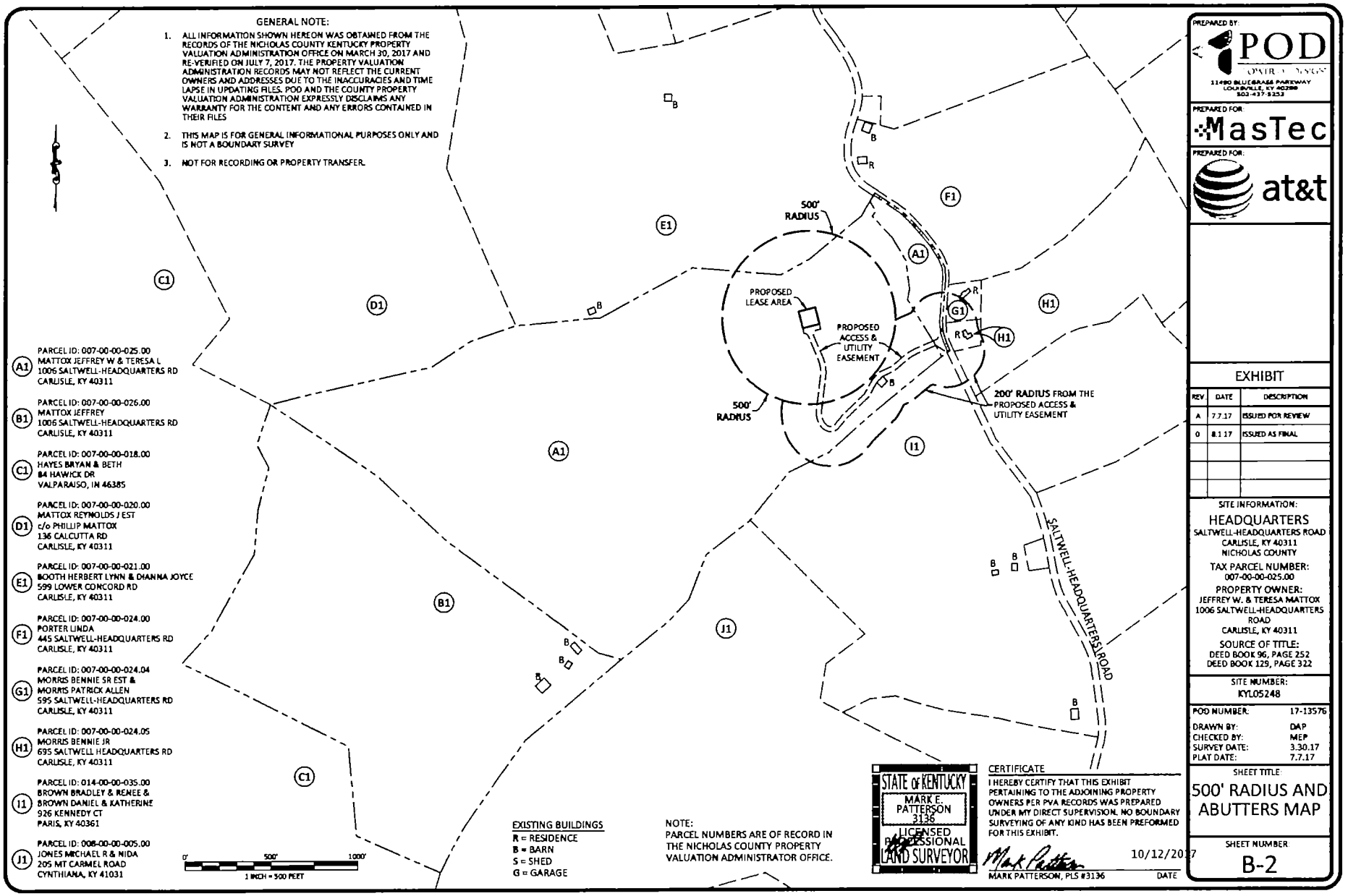
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,
David A. Pike
Attorney for Applicants

enclosure

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE NICHOLAS COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 30, 2017 AND RE-VERIFIED ON JULY 7, 2017. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



A1 PARCEL ID: 007-00-00-025.00
MATTOX JEFFREY W & TERESA L
1006 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

B1 PARCEL ID: 007-00-00-026.00
MATTOX JEFFREY
1006 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

C1 PARCEL ID: 007-00-00-018.00
HAYES BRYAN & BETH
84 HAWICK DR
VALPARAISO, IN 46385

D1 PARCEL ID: 007-00-00-020.00
MATTOX REYNOLDS J EST
c/o PHILLIP MATTOX
136 CALCUTTA RD
CARLISLE, KY 40311

E1 PARCEL ID: 007-00-00-021.00
BOOTH HERBERT LYNN & DIANNA JOYCE
599 LOWER CONCORD RD
CARLISLE, KY 40311

F1 PARCEL ID: 007-00-00-024.00
PORTER LINDA
445 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

G1 PARCEL ID: 007-00-00-024.04
MORRIS BENNIE SR EST &
MORRIS PATRICK ALLEN
595 SALTWELL-HEADQUARTERS RD
CARLISLE, KY 40311

H1 PARCEL ID: 007-00-00-024.05
MORRIS BENNIE JR
695 SALTWELL HEADQUARTERS RD
CARLISLE, KY 40311

J1 PARCEL ID: 014-00-00-035.00
BROWN BRADLEY & RENEE &
BROWN DANIEL & KATHERINE
926 KENNEDY CT
PARIS, KY 40361

J1 PARCEL ID: 008-00-00-005.00
JONES MICHAEL R & NIDA
205 MT CARMEL ROAD
CYNTHIANA, KY 41031

0' 500' 1000'
1 INCH = 500 FEET

EXISTING BUILDINGS
R = RESIDENCE
B = BARN
S = SHED
G = GARAGE

NOTE:
PARCEL NUMBERS ARE OF RECORD IN THE NICHOLAS COUNTY PROPERTY VALUATION ADMINISTRATOR OFFICE.

STATE OF KENTUCKY
MARK E. PATTERSON
3136
LICENSED PROFESSIONAL LAND SURVEYOR

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

Mark Patterson 10/12/2017
MARK PATTERSON, PLS #3136 DATE

PREPARED BY:
POD
OPTIMIZED SOLUTIONS
11490 BLUEGRASS PARKWAY
LOUISVILLE, KY 40299
502-437-8253

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV	DATE	DESCRIPTION
A	7.7.17	ISSUED FOR REVIEW
0	8.1.17	ISSUED AS FINAL

SITE INFORMATION:
HEADQUARTERS
SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311
NICHOLAS COUNTY

TAX PARCEL NUMBER:
007-00-00-025.00

PROPERTY OWNER:
JEFFREY W. & TERESA MATTOX
1006 SALTWELL-HEADQUARTERS ROAD
CARLISLE, KY 40311

SOURCE OF TITLE:
DEED BOOK 96, PAGE 252
DEED BOOK 129, PAGE 322

SITE NUMBER:
KYL05248

POD NUMBER:	17-13576
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.30.17
PLAT DATE:	7.7.17

SHEET TITLE:
500' RADIUS AND ABUTTERS MAP

SHEET NUMBER:
B-2

Driving Directions to Proposed Tower Site

1. Beginning at the offices of the Nicholas County Judge Executive located at 125 E. Main Street, Carlisle, KY, head west on East Main Street toward N. Locust Street and travel approximately 0.5 miles.
2. Make a slight right onto KY-32 West / Old Paris Road and travel approximately 2.2 miles.
3. Turn left onto US-68 West and travel approximately 1.1 miles.
4. Turn right onto KY-32 West / KY-36 West and travel approximately 3.1 miles.
5. Turn right onto Saltwell-Headquarters Road and travel approximately 2.1 miles.
6. The site is on the left on Saltwell-Headquarters Road in Carlisle, KY.
7. The site coordinates are
    a. North 38 deg 23 min 05.38 sec
    b. West 84 deg 06 min 31.26 sec

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

EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

PIKE
LEGAL

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

VIA CERTIFIED MAIL

Hon. 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. 2017-00408
Site Name: Headquarters

Dear Judge Pryor:

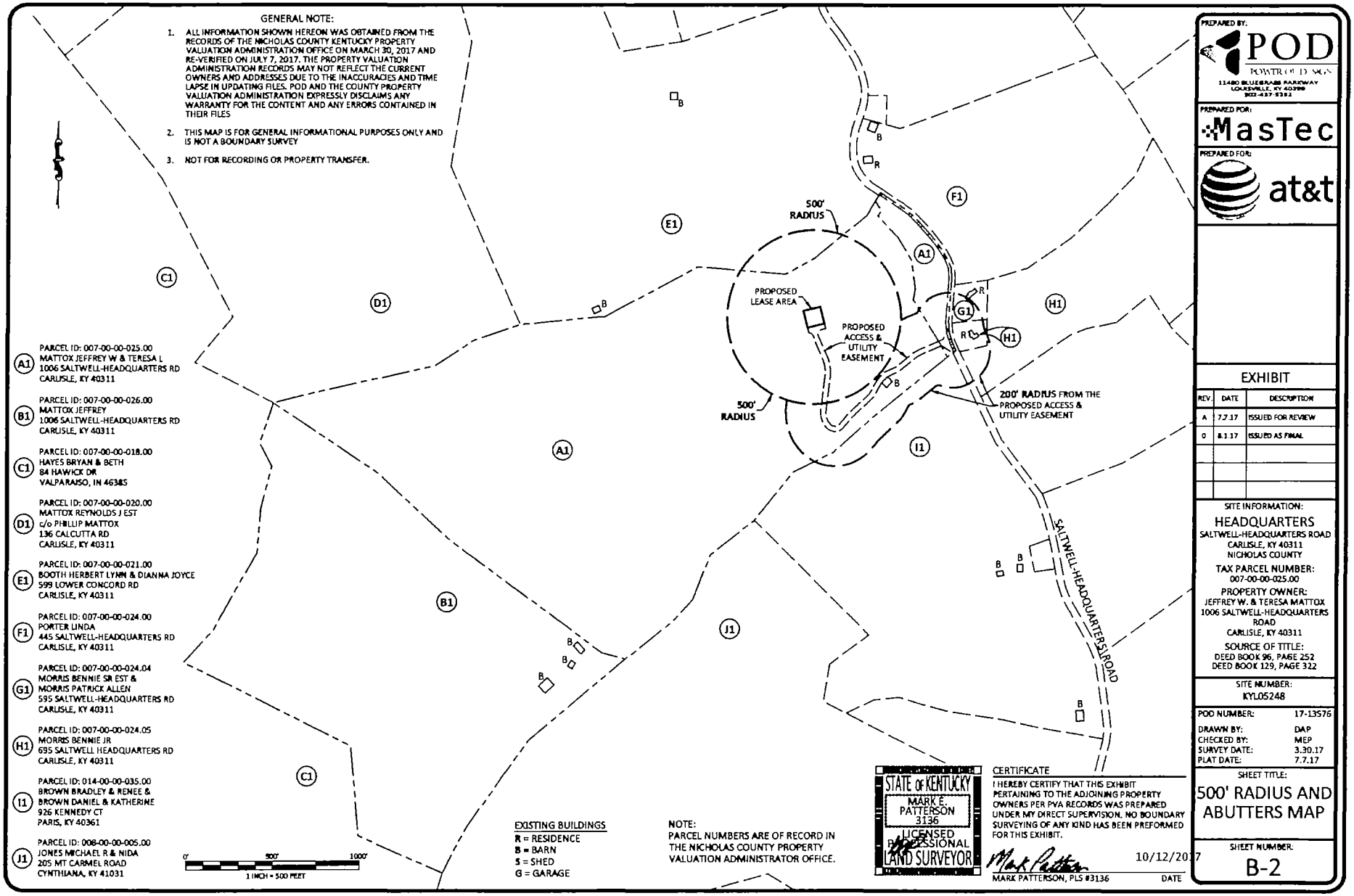
New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Saltwell-Headquarters Road, Carlisle, KY 40311 (38° 23' 05.38" North latitude, 84° 06' 31.26" West longitude). The proposed facility will include a 305-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 2017-00408 in any correspondence sent in connection with this matter.

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

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

Sincerely,
David A. Pike
Attorney for Applicants
enclosures



Driving Directions to Proposed Tower Site

1. Beginning at the offices of the Nicholas County Judge Executive located at 125 E. Main Street, Carlisle, KY, head west on East Main Street toward N. Locust Street and travel approximately 0.5 miles.
2. Make a slight right onto KY-32 West / Old Paris Road and travel approximately 2.2 miles.
3. Turn left onto US-68 West and travel approximately 1.1 miles.
4. Turn right onto KY-32 West / KY-36 West and travel approximately 3.1 miles.
5. Turn right onto Saltwell-Headquarters Road and travel approximately 2.1 miles.
6. The site is on the left on Saltwell-Headquarters Road in Carlisle, KY.
7. The site coordinates are
    a. North 38 deg 23 min 05.38 sec
    b. West 84 deg 06 min 31.26 sec

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

EXHIBIT M
COPY OF POSTED NOTICES

SITE NAME: HEADQUARTERS
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 2017-00408 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 2017-00408 in your correspondence.

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: Headquarters

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 Saltwell-Headquarters Road, Carlisle, KY 40311 (38°23'05.38" North latitude, 84°06'31.26" 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 2017-00408 in any correspondence sent in connection with this matter.

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

Sincerely,

Aaron L. Roof
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

Lat: 38.38383
Lon: -84.099823
Radius: .5 miles

Headquarters Search Area