## 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/BIA AT\&T MOBILITY )
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC ) CASE NO.: 2018-00028 CONVENIENCE AND NECESSITY TO CONSTRUCT )
A WIRELESS COMMUNICATIONS FACILITY )
IN THE COMMONWEALTH OF KENTUCKY )
IN THE COUNTY OF OWEN
SITE NAME: STEWART RIDGE

## 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 Meidinger Tower, 462 S. 4th Street, Suite 2400, Louisville, Kentucky 40202.
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 $\S \S 278.020(1), 278.040,278.650,278.665$, 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 Hwy 127N 7820, Owenton, Kentucky ( $38^{\circ} 37^{\prime} 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ 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 Cornett Family Trust c/o Georgetta Cornett - Trustee, pursuant to a Deed recorded at Deed Book 236, Page 99 in the office of the County Clerk. The proposed WCF will consist of a 355 -foot tall tower, with an approximately 15 -foot tall lightning arrestor attached at the top, for a total height of 370 -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 by the Federal Aviation Administration ("FAA") is attached as Exhibit E .
12. A copy of the approval issued by the Kentucky Airport Zoning Commission ("KAZC") 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 $\mathbf{J}$ and Exhibit $\mathbf{K}$, 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 with
large parcels.
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 $\mathbf{N}$.
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 support deployment of wireless local loop ("WLL") technology 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 <br> Legal Descriptions <br> Flood Plain Certification <br> Site Plan <br> 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

# PCS Broadband License - KNLH398 - New Cingular Wireless PCS, LLC 

| Call Slgn | KNLH398 | Radio Servlce | CW - PCS Broadband |
| :---: | :---: | :---: | :---: |
| Status | Actlve | Auth Type | Regular |
| Rural Service Provider BlddIng Credit |  |  |  |
| Is the Applicant seekIng a Rural Service Provider (RSP) blddIng credit? |  |  |  |
| Reserved Spectrum |  |  |  |
| Reserved Spectrum |  |  |  |
| Market |  |  |  |
| Market | BTA252 - Lexington, KY | Channel Block | D |
| Submarket | 0 | Associated Frequencles (MHz) | $\begin{aligned} & 001865.00000000- \\ & 001870.00000000 \\ & 001945.00000000- \\ & 001950.00000000 \end{aligned}$ |
| Dates |  |  |  |
| Grant | 04/14/2017 | Explration | 04/28/2027 |
| Effective | 06/14/2017 | Cancellation |  |
| Buildout Deadlines |  |  |  |
| 1st | 04/28/2002 | 2nd |  |
| Notiflcation Dates |  |  |  |
| 1st | 04/25/2002 | 2nd |  |

## Licensee

FRN 0003291192 Type Limited Llability Company

## Licensee

New Cingular Wireless PCS, LLC P:(855)699-7073
208 S Akard St., RM 1016
F:(214)746-6410
Dallas, TX 75202
E:FCCMW@att.com
ATTN Leslle Wilson

## Contact

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

## Ownership and Qualifications

Radio Service Type Moblle
Regulatory Status Common Carrier Interconnected Yes
Allen Ownershlp
The Applicant answered "No" to each of the Alien Ownershlp questions.

ULS License

## Cellular License - KNKQ288 - New Cingular Wireless PCS, LLC

| Call Sign | KNKQ288 | Radlo Service | CL-Cellular |
| :--- | :--- | :--- | :--- |
| Status | Active | Auth Type | Regular |
| Market | CMA449 - Kentucky 7-Trimble | Channel Block | B |
| Market | 0 | Phase | 2 |
| Submarket | 0 | Expiration | $10 / 01 / 2021$ |
| Dates | $08 / 30 / 2011$ | Cancellation |  |
| Grant | $06 / 13 / 2017$ |  |  |

Five Year Bulldout Date
01/22/1997
Control Points
12000 W. Amerltech Center Dr., COOK, Hoffman Estates, IL P: (847)765-8723

## Licensee

FRN 0003291192 Type LImited Llabillty Company

Licensee

| New Cingular Wireless PCS, LLC | $P:(855) 699-7073$ |
| :--- | :--- |
| 208 S Akard St., RM 1016 | $F:(214) 746-6410$ |
| Dallas, TX 75202 | $E: F C C M W @ a t t . c o m$ |

Dallas, TX 75202
E:FCCMW@att.com
ATTN Leslie Wilson

## Contact

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

Ownership and Qualifications
Radio Service Type Mobile
Regulatory Status Common Carrier Interconnected Yes
Allen Ownership
The Applicant answered "No" to each of the Allen Ownership questions.
Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questlons.

## Demographics

Race
Ethniclty
Gender

# Cellular License - KNKQ391 - NEW CINGULAR WIRELESS PCS, LLC 

| Call SIgn | KNKQ391 | Radio Service | CL-Cellular |
| :--- | :--- | :--- | :--- |
| Status | Active | Auth Type | Regular |
| Market | CMA449 - Kentucky 7-Trimble | Channel Block | B |
| Market | 0 | Phase | 2 |
| Submarket 0 | Expiration | $10 / 01 / 2020$ |  |
| Dates | $10 / 26 / 2010$ | Cancellation |  |
| Grant | $06 / 13 / 2017$ |  |  |

Five Year Buildout Date
05/14/1996
Control Points
12601 Palumbo Drive, Lexington, KY
23503 College Drive, Jeffersontown, KY

Licensee
FRN 0003291192 Type Limited Llability Company

## Leensee

NEW CINGULAR WIRELESS PCS, LLC
208 S Akard St., RM 1016
Dallas, TX 75202
ATTN Leslie Wilson

P:(855)699-7073
F:(214)746-6410
E:FCCMW@att.com

## Contact

AT\&T MOBILITY LLC
P:(202)457-2055
Mlchael P Goggin
F:(202)457-3073
E:michael.p.goggin@att.com

1120 20th Street, NW - Suite 1000
Washington, DC 20036
ATTN Michael P. Goggin

Ownership and Qualifications
Radlo Servlce Type Mobile
Regulatory Status Common Carrler Interconnected Yes
Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

## Basic Qualifications

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

## Demographics

Race
Ethnicity
Gender

ULS License

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

Call Sign WPO
Status Active
Rural Service Provid
Is the Applicant seeking
biddling credlt?
Reserved Spectrum

| Radio Service | CW - PCS Broadband |
| :--- | :--- |
| Auth Type | Regular |

Reserved Spectrum

Market

| Market | MTA026 - Louisville-LexIngton- <br> Evansvill |
| :--- | :--- |
| Submarket | 19 |


| Channel Block | A |
| :--- | :--- |
|  |  |
| Assoclated | $001850.00000000-$ |
| Frequencles | 001865.00000000 |
| $(\mathrm{MHz})$ | $001930.00000000-$ |
|  | 001945.00000000 |

Dates

| Grant | $05 / 27 / 2015$ | Explration | $06 / 23 / 2025$ |
| :--- | ---: | :--- | :--- |
| Effectlve | $06 / 14 / 2017$ | Cancellation |  |
| Buildout Deadines |  |  |  |
| 1st | $06 / 23 / 2000$ | 2nd | $06 / 23 / 2005$ |
| Notification Dates |  |  |  |
| 1st | $07 / 07 / 2000$ | 2nd | $02 / 17 / 2005$ |

Licensee
FRN 0003291192 Type Limited Llabllity Company

Licensee
NEW CINGULAR WIRELESS PCS, LLC
208 S Akard St., RM 1016
Dallas, TX 75202
ATTN Lesile Wilson

## Contact

AT\&T MOBILITY LLC
P:(202)457-2055
Michael P Goggin
1120 20th Street, NW - Sulte 1000
Washington, DC 20036
ATTN FCC Group

P:(855)699-7073
$\mathrm{F}:(214) 746-6410$
E:FCCMW@att.com

## Ownership and Qualifications

Radio Service Type Mobile
Regulatory Status Common Carrler Interconnected Yes

ULS License

## AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA820 - New Cingular Wireless PCS, LLC

| Call Sign | WQGA820 | Radio Service | $\begin{aligned} & \text { AW - AWS (1710-1755 MHz and } \\ & 2110-2155 \mathrm{MHz}) \end{aligned}$ |
| :---: | :---: | :---: | :---: |
| Status | Active | Auth Type | Regular |
| Rural Service Provider Bldding Credit |  |  |  |
| Is the Applicant seeking a Rural Service Provider (RSP) bldding credit? |  |  |  |
| Reserved Spectrum |  |  |  |
| Reserved Spectrum |  |  |  |
| Market |  |  |  |
| Market | CMA449 - Kentucky 7 - Trimble | Channel Block | A |
| Submarket | 0 | Assoclated Frequencles (MHz) | 001710.00000000- <br> 001720.00000000 <br> 002110.00000000- <br> 002120.00000000 |
| Dates |  |  |  |
| Grant | 11/29/2006 | Expiration | 11/29/2021 |
| Effective | 06/14/2017 | Cancellation |  |

Bulldout Deadlines
1st 2nd
Notification Dates
1st 2nd

Licensee
FRN 0003291192 Type Limited Llability Company

## Licensee

New Clngular Wireless PCS, LLC P:(855)699-7073
208 S Akard St., RM 1016
F:(214)746-6410
Dallas, TX 75202
E:FCCMW@att.com
ATTN Leslie Wilson

## Contact

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

Ownership and Qualifications
Radlo Service Type Moblle
Regulatory Status Common Carrler Interconnected Yes

ULS License

## AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGD755 - New Cingular Wireless PCS, LLC

| Call Sign WQGD755 | Radio Service | AW - AWS (1710-1755 MHz and $2110-2155 \mathrm{MHz}$ ) |
| :---: | :---: | :---: |
| Status Actlve | Auth Type | Regular |
| Rural Service Provlder Bidding Credit |  |  |
| Is the Appllcant seeking a Rural Service Provider (RSP) biddling credit? |  |  |
| Reserved Spectrum |  |  |
| Reserved Spectrum |  |  |
| Market |  |  |
| Market BEA047 - Lexington, KY-TN-VA- <br>  WV | Channel Block | C |
| Submarket 0 | Associated Frequencles (MHz) | $\begin{aligned} & 001730.00000000- \\ & 001735.00000000 \\ & 002130.00000000- \\ & 002135.00000000 \end{aligned}$ |
| Dates |  |  |
| Grant 12/18/2006 | Expiration | 12/18/2021 |
| Effectlve 06/14/2017 | Cancellation |  |
| Buildout Deadlines |  |  |
| 1st | 2nd |  |
| Notification Dates |  |  |
| 1st | 2nd |  |
| Licensee |  |  |
| FRN 0003291192 | Type | Limited Llability Company |
| Licensee |  |  |
| New Cingular Wireless PCS, LLC 208 S Akard St., RM 1016 <br> Dallas, TX 75202 <br> ATTN Leslie WIlson | $\begin{aligned} & \text { P:(855)699-70 } \\ & \text { F:(214)746-64 } \\ & \text { E:FCCMW@att. } \end{aligned}$ |  |
| Contact |  |  |
| AT\&T Mobility LLC <br> 1120 20th Street, NW - Sulte 1000 <br> Washington, DC 20036 <br> ATTN Mlchael P. Goggin | $\begin{aligned} & \text { P:(202)457-20 } \\ & \text { F:(202)457-30 } \\ & \text { E:michael.p.go } \end{aligned}$ | In@att.com |

## Ownership and Qualifications

## EXHIBIT B

## SITE DEVELOPMENT PLAN:

## 500' VICINITY MAP

LEGAL DESCRIPTIONS
FLOOD PLAIN CERTIFICATION SITE PLAN
VERTICAL TOWER PROFILE






## EXHIBIT C

 TOWER AND FOUNDATION DESIGN
## Sabre Industries" <br> Towers and Poles

Structural Design Report
355' S3TL Series HD1 Self-Supporting Tower
Site: Stewart Ridge, KY
Site Number: KYL01218

Prepared for: AT\&T<br>by: Sabre Towers \& Poles ${ }^{T M}$

Job Number: 400358

January 11, 2018
Tower Profile ..... 1-2
Foundation Design Summary ..... 3
Maximum Leg Loads ..... 4
Maximum Diagonal Loads ..... 5
Maximum Foundation Loads ..... 6
Calculations ..... 7-22

$355^{\prime}$

| Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 <br> Sioux City, IA 51102-0658 Phone (712) 258-6650 Fax. (712) 2790814 | Job: | 400358 |
| :---: | :---: | :---: |
|  | Customer: | AT\&T |
|  | Site Name: | Stewart Ridge, KY KYL01218 |
| Information contained herein is the sole property of Sabre Communications Corporation, constitutes a rade secret as defined by lowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications | Description: | $355^{\text {S S }} 3$ TL |
|  | Date: | 1/11/2018 By: NM |


| Designed Appurtenance Loading |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Elev | Description | Tx-Line | Elev | Description | Tx-Line |
| 360 | (1) Extendible Lightning Rod |  | 326 | (1) 208 sq. ft. EPA 4000 \# (no ice) | (18) $15 / 8^{\prime \prime}$ |
| 350 | (1) 278 sq. ft. EPA $6000 \#$ (no lce) | (18) $15 / 8{ }^{\prime \prime}$ | 314 | (1) 208 sq. ft. EPA 4000 ( (no ice) | (18) $15 / 8^{\prime \prime}$ |
| 338 | (1) 208 sq. ft. EPA 4000\# (no ice) | (18) $15 / 8^{\prime \prime}$ |  |  |  |


| Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 <br> Phene ( (712) 258-66e0 <br> Fax (712) 279.0814 | Job: | 400358 |
| :---: | :---: | :---: |
|  | Customer: | AT\&T |
|  | Site Name: | Stewart Ridge, KY KYL01218 |
| Information contained herein is the sole property of Sabre Communications Corporation, constititutes a trade secret as defined by lowa Code Ch .550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever wthout the prior written consent of Sabre Communications | Description: | 355 ' S3TL |
|  | Date: | 1/11/2018 By: NM |

## Customer: AT\&T

## Site: Stewart Ridge, KY KYL01218

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


Notes:
1). Concrete shall have a minimum 28 -day compressive strength of 4500 PSI , in accordance with ACI 318-11.
2). Rebars to conform to ASTM specification A615 Grade 60.
3). All rebar to have a minimum of $3^{\prime \prime}$ concrete cover.
4). All exposed concrete corners to be chamfered $3 / 4^{4}$.
5.) The foundation design is based on the geotechnical report by ECS Southeast, LLP., Project No. 26:3125-P1 dated: November 30th, 2017.
6). See the geotechnical report for drilled pier installation requirements, if specified.
7). The foundation is based on the following factored loads:
Factored uplift (kips) $=826$
Factored download (kips) $=957$
Factored shear (kips) $=86$

| Rebar Schedule per Pier |  |
| :---: | :---: |
| Pier | (18) \#11 vertical rebar w/\#4 ties, two (2) <br> within top 5" of pier then 9" C/C |



$\square$
Maximum


TOTAL FOUNDATION LOADS (kip, ft-kip)


INDIVIDUAL FOOTING LOADS (kip)

Latticed Tower Analysis (Unguyed)
Processed under license at:
Sabre Towers and poles

MAST GEOMETRY ( ft )

| PANEL TYPE | $\begin{gathered} \text { NO.OF } \\ \text { LEGS } \end{gathered}$ | $\begin{aligned} & \text { ELEV.AT } \\ & \text { BOTTOM } \end{aligned}$ | $\begin{aligned} & \text { ELEV.AT } \\ & \text { TOP } \end{aligned}$ | F.W. .AT BOTTOM | F.W. . AT | TYPICAL PANEL HEIGHT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $x$ | 3 | 350.00 | 355.00 | 5.00 | 5.00 | 5.00 |
| X | 3 | 340.00 | 350.00 | 5.00 | 5.00 | 5.00 |
| X | 3 | 335.00 | 340.00 | 5.00 | 5.00 | 5.00 |
| X | 3 | 320.00 | 335.00 | 5.00 | 5.00 | 5.00 |
| X | 3 | 315.00 | 320.00 | 5.50 | 5.00 | 5.00 |
| $\times$ | 3 | 300.00 | 315.00 | 7.00 | 5.50 | 5.00 |
| $\times$ | 3 | 280.00 | 300.00 | 9.00 | 7.00 | 5.00 |
| X | 3 | 260.00 | 280.00 | 11.00 | 9.00 | 6.67 |
| X | 3 | 240.00 | 260.00 | 13.00 | 11.00 | 6.67 |
| x | 3 | 220.00 | 240.00 | 15.00 | 13.00 | 6.67 |
| X | 3 | 200.00 | 220.00 | 17.00 | 15.00 | 10.00 |
| X | 3 | 180.00 | 200.00 | 19.00 | 17.00 | 10.00 |
| X | 3 | 160.00 | 180.00 | 21.00 | 19.00 | 10.00 |
| X | 3 | 140.00 | 160.00 | 23.00 | 21.00 | 10.00 |
| X | 3 | 120.00 | 140.00 | 25.00 | 23.00 | 10.00 |
| X | 3 | 100.00 | 120.00 | 27.00 | 25.00 | 10.00 |
| $\checkmark$ | 3 | 93.33 | 100.00 | 27.67 | 27.00 | 6.67 |
| A | 3 | 80.00 | 93.33 | 29.00 | 27.67 | 13.33 |
| $v$ | 3 | 73.33 | 80.00 | 29.67 | 29.00 | 6.67 |
| A | 3 | 60.00 | 73.33 | 31.00 | 29.67 | 13.33 |
| $\checkmark$ | 3 | 53.33 | 60.00 | 31.67 | 31.00 | 6.67 |
| A | 3 | 40.00 | 53.33 | 33.00 | 31.67 | 13.33 |
| $v$ | 3 | 33.33 | 40.00 | 33.67 | 33.00 | 6.67 |
| A | 3 | 20.00 | 33.33 | 35.00 | 33.67 | 13.33 |
| v | 3 | 13.33 | 20.00 | 35.67 | 35.00 | 6.67 |
| A | 3 | 0.00 | 13.33 | 37.00 | 35.67 | 13.33 |

MEMBER PROPERTIES

| MEMBER TYPE | $\begin{array}{r} \text { BOTTOM } \\ \text { ELEV } \\ \mathrm{ft} \end{array}$ | $\begin{array}{r} \text { TOP } \\ \text { ELEV } \\ \mathrm{ft} \end{array}$ | $\begin{array}{r} \text { X-SECTN } \\ \text { AREA } \\ \text { in.sq } \end{array}$ | RADIUS OF GYRAT in | ELASTIC MODULUS ksi | THERMAL EXPANSN /deg |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LE | 340.00 | 355.00 | 1.075 | 0.787 | 29000. | 0.0000117 |
| LE | 320.00 | 340.00 | 3.678 | 0.787 | 29000. | 0.0000117 |
| LE | 300.00 | 320.00 | 6.111 | 0.787 | 29000. | 0.0000117 |
| LE | 280.00 | 300.00 | 7.952 | 0.787 | 29000. | 0.0000117 |
| LE | 220.00 | 280.00 | 12.763 | 0.787 | 29000. | 0.0000117 |
| LE | 140.00 | 220.00 | 16.101 | 0.787 | 29000. | 0.0000117 |
| LE | 40.00 | 140.00 | 19.242 | 0.787 | 29000. | 0.0000117 |
| LE | 0.00 | 40.00 | 21.206 | 0.787 | 29000. | 0.0000117 |
| DI | 340.00 | 355.00 | 0.484 | 0.626 | 29000. | 0.0000117 |
| DI | 320.00 | 340.00 | 1.152 | 0.626 | 29000. | 0.0000117 |
| DI | 300.00 | 320.00 | 0.938 | 0.626 | 29000. | 0.0000117 |
| DI | 260.00 | 300.00 | 0.902 | 0.626 | 29000. | 0.0000117 |
| DI | 220.00 | 260.00 | 1.090 | 0.626 | 29000. | 0.0000117 |
| DI | 180.00 | 220.00 | 1.688 | 0.626 | 29000. | 0.0000117 |
| DI | 120.00 | 180.00 | 1.938 | 0.626 | 29000. | 0.0000117 |
| DI | 93.33 | 120.00 | 2.402 | 0.626 | 29000. | 0.0000117 |
| DI | 80.00 | 93.33 | 2.559 | 0.626 | 29000. | 0.0000117 |
| DI | 73.33 | 80.00 | 2.402 | 0.626 | 29000. | 0.0000117 |
| DI | 60.00 | 73.33 | 2.559 | 0.626 | 29000. | 0.0000117 |
| DI | 53.33 | 60.00 | 2.859 | 0.626 | 29000. | 0.0000117 |
| DI | 40.00 | 53.33 | 2.559 | 0.626 | 29000. | 0.0000117 |
| DI | 33.33 | 40.00 | 2.859 | 0.626 | 29000. | 0.0000117 |
| DI | 20.00 | 33.33 | 2.559 | 0.626 | 29000. | 0.0000117 |
| DI | 13.33 | 20.00 | 3.609 | 0.626 | 29000. | 0.0000117 |
| DI | 0.00 | 13.33 | 3.609 | 0.626 | 29000. | 0.0000117 |
| H0 | 350.00 | 355.00 | 0.484 | 0.626 | 29000. | 0.0000117 |
| HO | 335.00 | 340.00 | 1.152 | 0.626 | 29000. | 0.0000117 |
| HO | 315.00 | 320.00 | 0.938 | 0.626 | 29000. | 0.0000117 |



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

LOADING CONDITION
89 mph wind with no ice. Wind Azimuth: $0 \uparrow$

MAST LOADING

| $\begin{aligned} & \text { LOAD } \\ & \text { TYPE } \end{aligned}$ | $\begin{array}{r} \text { ELEV } \\ \mathrm{ft} \end{array}$ | APPLY. . LOAD. .AT |  | $\underset{\text { AZI }}{\operatorname{LOAD}}$ | . FORCES..... |  | . MOMENTS. |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | RADIUS | AZI |  | $\begin{array}{r} \text { HORIZ } \\ \text { kip } \end{array}$ | $\begin{gathered} \text { DOWN } \\ \text { kip } \end{gathered}$ | VERTICAL $f t-k i p$ | TORSNAL ft-kip |
| c | 360.0 | 0.00 | 0.0 | 0.0 | 0.30 | 0.15 | 0.00 | 0.00 |
| c | 350.0 | 0.00 | 0.0 | 0.0 | 10.74 | 7.20 | 0.00 | 0.00 |
| c | 338.0 | 0.00 | 0.0 | 0.0 | 7.97 | 4.80 | 0.00 | 0.00 |
| c | 326.0 | 0.00 | 0.0 | 0.0 | 7.91 | 4.80 | 0.00 | 0.00 |
| c | 314.0 | 0.00 | 0.0 | 0.0 | 7.85 | 4.80 | 0.00 | 0.00 |
| D | 355.0 | 0.00 | 180.0 | 0.0 | 0.07 | 0.04 | 0.00 | 0.00 |
| D | 350.0 | 0.00 | 180.0 | 0.0 | 0.07 | 0.04 | 0.00 | 0.00 |
| D | 350.0 | 0.00 | 42.0 | 0.0 | 0.14 | 0.06 | 0.06 | 0.11 |
| D | 340.0 | 0.00 | 42.0 | 0.0 | 0.14 | 0.06 | 0.06 | 0.11 |
| D | 340.0 | 0.00 | 63.7 | 0.0 | 0.18 | 0.15 | 0.06 | 0.12 |
| D | 335.0 | 0.00 | 63.7 | 0.0 | 0.18 | 0.15 | 0.06 | 0.12 |
| D | 335.0 | 0.00 | 76.5 | 0.0 | 0.18 | 0.14 | 0.06 | 0.13 |
| D | 330.0 | 0.00 | 76.5 | 0.0 | 0.18 | 0.14 | 0.06 | 0.13 |
| D | 330.0 | 0.00 | 80.5 | 0.0 | 0.19 | 0.15 | 0.06 | 0.12 |


|  |  | 400358 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| D | 325.0 | 0.00 | 80.5 | 0.0 | 0.19 | 0.15 | 0.06 | 0.12 |
| D | 325.0 | 0.00 | 102.0 | 0.0 | 0.21 | 0.17 | 0.05 | 0.07 |
| D | 320.0 | 0.00 | 102.0 | 0.0 | 0.21 | 0.17 | 0.05 | 0.07 |
| D | 320.0 | 0.00 | 103.3 | 0.0 | 0.23 | 0.20 | 0.04 | 0.07 |
| D | 315.0 | 0.00 | 103.3 | 0.0 | 0.23 | 0.20 | 0.04 | 0.07 |
| D | 315.0 | 0.00 | 104.8 | 0.0 | 0.23 | 0.21 | 0.01 | 0.06 |
| D | 300.0 | 0.00 | 180.0 | 0.0 | 0.24 | 0.22 | 0.00 | 0.06 |
| D | 300.0 | 0.00 | 180.0 | 0.0 | 0.24 | 0.24 | 0.00 | 0.06 |
| D | 280.0 | 0.00 | 180.0 | 0.0 | 0.25 | 0.25 | 0.00 | 0.05 |
| D | 280.0 | 0.00 | 180.0 | 0.0 | 0.26 | 0.30 | 0.00 | 0.06 |
| D | 260.0 | 0.00 | 180.0 | 0.0 | 0.26 | 0.30 | 0.00 | 0.05 |
| D | 260.0 | 0.00 | 180.0 | 0.0 | 0.27 | 0.32 | 0.00 | 0.05 |
| D | 240.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.32 | 0.00 | 0.05 |
| D | 240.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.32 | 0.00 | 0.05 |
| D | 220.0 | 0.00 | 180.0 | 0.0 | 0.29 | 0.33 | 0.00 | 0.05 |
| D | 220.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.38 | 0.00 | 0.05 |
| D | 170.0 | 0.00 | 180.0 | 0.0 | 0.30 | 0.40 | 0.00 | 0.05 |
| D | 170.0 | 0.00 | 180.0 | 0.0 | 0.31 | 0.41 | 0.00 | 0.05 |
| D | 140.0 | 0.00 | 180.0 | 0.0 | 0.31 | 0.42 | 0.00 | 0.05 |
| D | 140.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.46 | 0.00 | 0.05 |
| D | 120.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.47 | 0.00 | 0.05 |
| D | 120.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.50 | 0.00 | 0.05 |
| D | 100.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.51 | 0.00 | 0.05 |
| D | 100.0 | 0.00 | 180.0 | 0.0 | 0.29 | 0.48 | 0.00 | 0.05 |
| D | 93.3 | 0.00 | 180.0 | 0.0 | 0.29 | 0.48 | 0.00 | 0.05 |
| D | 93.3 | 0.00 | 180.0 | 0.0 | 0.34 | 0.56 | 0.00 | 0.05 |
| D | 80.0 | 0.00 | 180.0 | 0.0 | 0.34 | 0.56 | 0.00 | 0.05 |
| D | 80.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.48 | 0.00 | 0.04 |
| D | 73.3 | 0.00 | 180.0 | 0.0 | 0.28 | 0.48 | 0.00 | 0.04 |
| D | 73.3 | 0.00 | 180.0 | 0.0 | 0.33 | 0.59 | 0.00 | 0.04 |
| D | 60.0 | 0.00 | 180.0 | 0.0 | 0.33 | 0.59 | 0.00 | 0.04 |
| D | 60.0 | 0.00 | 180.0 | 0.0 | 0.27 | 0.52 | 0.00 | 0.04 |
| D | 53.3 | 0.00 | 180.0 | 0.0 | 0.27 | 0.52 | 0.00 | 0.04 |
| D | 53.3 | 0.00 | 180.0 | 0.0 | 0.32 | 0.61 | 0.00 | 0.04 |
| D | 40.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.61 | 0.00 | 0.04 |
| D | 40.0 | 0.00 | 180.0 | 0.0 | 0.26 | 0.55 | 0.00 | 0.04 |
| D | 33.3 | 0.00 | 180.0 | 0.0 | 0.26 | 0.55 | 0.00 | 0.04 |
| D | 33.3 | 0.00 | 180.0 | 0.0 | 0.31 | 0.67 | 0.00 | 0.04 |
| D | 20.0 | 0.00 | 180.0 | 0.0 | 0.31 | 0.67 | 0.00 | 0.04 |
| D | 20.0 | 0.00 | 180.0 | 0.0 | 0.24 | 0.61 | 0.00 | 0.03 |
| D | 13.3 | 0.00 | 180.0 | 0.0 | 0.24 | 0.61 | 0.00 | 0.03 |
| D | 13.3 | 0.00 | 180.0 | 0.0 | 0.29 | 0.73 | 0.00 | 0.03 |
| D | 0.0 | 0.00 | 180.0 | 0.0 | 0.29 | 0.73 | 0.00 | 0.03 |


| LOADS INPUT | $\begin{aligned} & \text {...FOR } \\ & \text { DISPL } \end{aligned}$ | THIS LOADING.. |  | ..........MAXIMLMS |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | MEMBER <br> FORCES | FOUNDN LOADS | ALL | DISPL | MEMBER FORCES | FOUNDN LOADS |
| no | yes | yes | yes | no | no | no | no |

## LOADING CONDITION

89 mph wind with no ice. Wind Azimuth: 0

| LOAD | ELEV | APPLY..LOAD. AT |  | LOADAZI | . . . . . FORCES. |  | . . . . . MOMENTS. . . . . |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| TYPE | ft | RADIUS | AZI |  | $\begin{aligned} & \text { HORIZ } \\ & \text { kip } \end{aligned}$ | $\begin{aligned} & \text { DOWN } \\ & \text { kip } \end{aligned}$ | $\begin{aligned} & \text { VERTICAL } \\ & \text { ft-kip } \end{aligned}$ | TORSNAL ft-kip |
| C | 360.0 | 0.00 | 0.0 | 0.0 | 0.30 | 0.12 | 0.00 | 0.00 |
| C | 350.0 | 0.00 | 0.0 | 0.0 | 10.74 | 5.40 | 0.00 | 0.00 |
| C | 338.0 | 0.00 | 0.0 | 0.0 | 7.97 | 3.60 | 0.00 | 0.00 |
| C | 326.0 | 0.00 | 0.0 | 0.0 | 7.91 | 3.60 | 0.00 | 0.00 |
| C | 314.0 | 0.00 | 0.0 | 0.0 | 7.85 | 3.60 | 0.00 | 0.00 |
| D | 355.0 | 0.00 | 180.0 | 0.0 | 0.07 | 0.03 | 0.00 | 0.00 |
| D | 350.0 | 0.00 | 180.0 | 0.0 | 0.07 | 0.03 | 0.00 | 0.00 |
| D | 350.0 | 0.00 | 42.0 | 0.0 | 0.14 | 0.04 | 0.04 | 0.11 |
| D | 340.0 | 0.00 | 42.0 | 0.0 | 0.14 | 0.04 | 0.04 | 0.11 |


|  |  |  |  |  |  | 400358 |  | 0.04 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| D | 340.0 | 0.00 | 63.7 | 0.0 | 0.18 | 0.11 | 0.12 |  |
| D | 330.0 | 0.00 | 76.5 | 0.0 | 0.18 | 0.11 | 0.05 | 0.13 |
| D | 330.0 | 0.00 | 80.5 | 0.0 | 0.19 | 0.11 | 0.04 | 0.12 |
| D | 325.0 | 0.00 | 80.5 | 0.0 | 0.19 | 0.11 | 0.04 | 0.12 |
| D | 325.0 | 0.00 | 102.0 | 0.0 | 0.21 | 0.13 | 0.03 | 0.07 |
| D | 320.0 | 0.00 | 102.0 | 0.0 | 0.21 | 0.13 | 0.03 | 0.07 |
| D | 320.0 | 0.00 | 103.3 | 0.0 | 0.23 | 0.15 | 0.03 | 0.07 |
| D | 315.0 | 0.00 | 103.3 | 0.0 | 0.23 | 0.15 | 0.03 | 0.07 |
| D | 315.0 | 0.00 | 104.8 | 0.0 | 0.23 | 0.16 | 0.00 | 0.06 |
| D | 300.0 | 0.00 | 180.0 | 0.0 | 0.24 | 0.17 | 0.00 | 0.06 |
| D | 300.0 | 0.00 | 180.0 | 0.0 | 0.24 | 0.18 | 0.00 | 0.06 |
| D | 280.0 | 0.00 | 180.0 | 0.0 | 0.25 | 0.19 | 0.00 | 0.05 |
| D | 280.0 | 0.00 | 180.0 | 0.0 | 0.26 | 0.23 | 0.00 | 0.06 |
| D | 260.0 | 0.00 | 180.0 | 0.0 | 0.26 | 0.23 | 0.00 | 0.05 |
| D | 260.0 | 0.00 | 180.0 | 0.0 | 0.27 | 0.24 | 0.00 | 0.05 |
| D | 240.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.24 | 0.00 | 0.05 |
| D | 240.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.24 | 0.00 | 0.05 |
| D | 220.0 | 0.00 | 180.0 | 0.0 | 0.29 | 0.25 | 0.00 | 0.05 |
| D | 220.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.28 | 0.00 | 0.05 |
| D | 170.0 | 0.00 | 180.0 | 0.0 | 0.30 | 0.30 | 0.00 | 0.05 |
| D | 170.0 | 0.00 | 180.0 | 0.0 | 0.31 | 0.31 | 0.00 | 0.05 |
| D | 140.0 | 0.00 | 180.0 | 0.0 | 0.31 | 0.32 | 0.00 | 0.05 |
| D | 140.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.35 | 0.00 | 0.05 |
| D | 120.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.35 | 0.00 | 0.05 |
| D | 120.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.38 | 0.00 | 0.05 |
| D | 100.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.38 | 0.00 | 0.05 |
| D | 100.0 | 0.00 | 180.0 | 0.0 | 0.29 | 0.36 | 0.00 | 0.05 |
| D | 93.3 | 0.00 | 180.0 | 0.0 | 0.29 | 0.36 | 0.00 | 0.05 |
| D | 93.3 | 0.00 | 180.0 | 0.0 | 0.34 | 0.42 | 0.00 | 0.05 |
| D | 80.0 | 0.00 | 180.0 | 0.0 | 0.34 | 0.42 | 0.00 | 0.05 |
| D | 80.0 | 0.00 | 180.0 | 0.0 | 0.28 | 0.36 | 0.00 | 0.04 |
| D | 73.3 | 0.00 | 180.0 | 0.0 | 0.28 | 0.36 | 0.00 | 0.04 |
| D | 73.3 | 0.00 | 180.0 | 0.0 | 0.33 | 0.44 | 0.00 | 0.04 |
| D | 60.0 | 0.00 | 180.0 | 0.0 | 0.33 | 0.44 | 0.00 | 0.04 |
| D | 60.0 | 0.00 | 180.0 | 0.0 | 0.27 | 0.39 | 0.00 | 0.04 |
| D | 53.3 | 0.00 | 180.0 | 0.0 | 0.27 | 0.39 | 0.00 | 0.04 |
| D | 53.3 | 0.00 | 180.0 | 0.0 | 0.32 | 0.46 | 0.00 | 0.04 |
| D | 40.0 | 0.00 | 180.0 | 0.0 | 0.32 | 0.46 | 0.00 | 0.04 |
| D | 40.0 | 0.00 | 180.0 | 0.0 | 0.26 | 0.42 | 0.00 | 0.04 |
| D | 33.3 | 0.00 | 180.0 | 0.0 | 0.26 | 0.42 | 0.00 | 0.04 |
| D | 33.3 | 0.00 | 180.0 | 0.0 | 0.31 | 0.50 | 0.00 | 0.04 |
| D | 20.0 | 0.00 | 180.0 | 0.0 | 0.31 | 0.50 | 0.00 | 0.04 |
| D | 20.0 | 0.00 | 180.0 | 0.0 | 0.24 | 0.46 | 0.00 | 0.03 |
| D | 13.3 | 0.00 | 180.0 | 0.0 | 0.24 | 0.46 | 0.00 | 0.03 |
| D | 13.3 | 0.00 | 180.0 | 0.0 | 0.29 | 0.55 | 0.00 | 0.03 |
| D | 0.0 | 0.00 | 180.0 | 0.0 | 0.29 | 0.55 | 0.00 | 0.03 |
|  |  |  |  |  |  |  |  | 0 |

SUPPRESS PRINTING

|  | $\begin{aligned} & \text {.. FOR } \\ & \text { DISPL } \end{aligned}$ | THIS LOADING. . |  | . . . - . . . . MAXIMUMS |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LOADS <br> INPUT |  | MEMBER FORCES | FOUNDN LOADS | ALL | DISPL | MEMBER FORCES | FOUNDN <br> LOADS |
| no | yes | yes | yes | no | no | no | no |



## MAST LOADING

| LOADTYPE | ELEV <br> ft | APPLY..LOAD. .AT |  | $\begin{aligned} & \text { LOAD } \\ & \hline \end{aligned}$ | ......FORCES...... |  | . . . . . MOMENTS. . . . . |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | RADIUS | AZI |  | HORIZ | DOWN | VERTICAL | TORSNAL |
|  |  | ft |  |  | kip | kip | ft-kip | ft-kip |
| C | 360.0 | 0.00 | 0.0 | 0.0 | 0.05 | 0.31 | 0.00 | 0.00 |
| C | 350.0 | 0.00 | 0.0 | 0.0 | 1.35 | 18.60 | 0.00 | 0.00 |
| C | 338.0 | 0.00 | 0.0 | 0.0 | 1.64 | 12.37 | 0.00 | 0.00 |
| C | 326.0 | 0.00 | 0.0 | 0.0 | 1.62 | 12.34 | 0.00 | 0.00 |
| C | 314.0 | 0.00 | 0.0 | 0.0 | 1.61 | 12.32 | 0.00 | 0.00 |
| D | 355.0 | 0.00 | 180.0 | 0.0 | 0.01 | 0.18 | 0.00 | 0.00 |


| D | 350.0 | 0.00 | 180.0 | 0.0 | 0.01 | $\begin{gathered} 400358 \\ 0.18 \end{gathered}$ | 0.00 | 0.00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\text {D }}$ | 350.0 | 0.00 | 42.0 | 0.0 | 0.01 | 0.26 | 0.22 | 0.01 |
| D | 340.0 | 0.00 | 42.0 | 0.0 | 0.01 | 0.26 | 0.22 | 0.01 |
| D | 340.0 | 0.00 | 68.9 | 0.0 | 0.02 | 0.43 | 0.21 | 0.01 |
| D | 335.0 | 0.00 | 68.9 | 0.0 | 0.02 | 0.43 | 0.21 | 0.01 |
| D | 335.0 | 0.00 | 86.3 | 0.0 | 0.02 | 0.42 | 0.23 | 0:01 |
| D | 330.0 | 0.00 | 86.3 | 0.0 | 0.02 | 0.42 | 0.23 | 0.01 |
| D | 330.0 | 0.00 | 88.3 | 0.0 | 0.02 | 0.44 | 0.21 | 0.01 |
| D | 325.0 | 0.00 | 88.3 | 0.0 | 0.02 | 0.44 | 0.21 | 0.01 |
| D | 325.0 | 0.00 | 102.0 | 0.0 | 0.02 | 0.51 | 0.13 | 0.01 |
| D | 320.0 | 0.00 | 102.0 | 0.0 | 0.02 | 0.51 | 0.13 | 0.01 |
| D | 320.0 | 0.00 | 103.3 | 0.0 | 0.02 | 0.59 | 0.13 | 0.01 |
| D | 315.0 | 0.00 | 103.3 | 0.0 | 0.02 | 0.59 | 0.13 | 0.01 |
| D | 315.0 | 0.00 | 104.8 | 0.0 | 0.02 | 0.61 | 0.02 | 0.00 |
| D | 310.0 | 0.00 | 104.8 | 0.0 | 0.02 | 0.61 | 0.02 | 0.00 |
| D | 310.0 | 0.00 | 180.0 | 0.0 | 0.02 | 0.63 | 0.00 | 0.00 |
| D | 300.0 | 0.00 | 180.0 | 0.0 | 0.02 | 0.63 | 0.00 | 0.00 |
| D | 300.0 | 0.00 | 180.0 | 0.0 | 0.02 | 0.67 | 0.00 | 0.00 |
| D | 280.0 | 0.00 | 180.0 | 0.0 | 0.02 | 0.70 | 0.00 | 0.00 |
| D | 280.0 | 0.00 | 217.0 | 0.0 | 0.03 | 0.75 | 0.00 | 0.00 |
| D | 260.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.76 | 0.00 | 0.00 |
| D | 260.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.79 | 0.00 | 0.00 |
| D | 240.0 | 0.00 | 180.0 | 0.0 | 0.03 | 0.81 | 0.00 | 0.00 |
| D | 240.0 | 0.00 | 202.5 | 0.0 | 0.03 | 0.82 | 0.00 | 0.00 |
| D | 220.0 | 0.00 | 202.3 | 0.0 | 0.03 | 0.84 | 0.00 | 0.00 |
| D | 220.0 | 0.00 | 194.3 | 0.0 | 0.03 | 0.87 | 0.00 | 0.00 |
| D | 190.0 | 0.00 | 193.9 | 0.0 | 0.03 | 0.89 | 0.00 | 0.00 |
| D | 190.0 | 0.00 | 188.0 | 0.0 | 0.03 | 0.90 | 0.00 | 0.00 |
| D | 160.0 | 0.00 | 204.1 | 0.0 | 0.03 | 0.95 | 0.00 | 0.00 |
| D | 160.0 | 0.00 | 190.1 | 0.0 | 0.03 | 0.96 | 0.00 | 0.00 |
| D | 140.0 | 0.00 | 180.3 | 0.0 | 0.03 | 0.97 | 0.00 | 0.00 |
| D | 140.0 | 0.00 | 195.2 | 0.0 | 0.03 | 1.03 | 0.00 | 0.00 |
| D | 100.0 | 0.00 | 191.1 | 0.0 | 0.03 | 1.09 | 0.00 | 0.00 |
| D | 100.0 | 0.00 | 186.6 | 0.0 | 0.03 | 1.00 | 0.00 | 0.00 |
| D | 93.3 | 0.00 | 186.6 | 0.0 | 0.03 | 1.00 | 0.00 | 0.00 |
| D | 93.3 | 0.00 | 189.0 | 0.0 | 0.03 | 1.26 | 0.00 | 0.00 |
| D | 80.0 | 0.00 | 189.0 | 0.0 | 0.03 | 1.26 | 0.00 | 0.00 |
| D | 80.0 | 0.00 | 196.1 | 0.0 | 0.03 | 1.01 | 0.00 | 0.00 |
| D | 73.3 | 0.00 | 196.1 | 0.0 | 0.03 | 1.01 | 0.00 | 0.00 |
| D | 73.3 | 0.00 | 195.8 | 0.0 | 0.03 | 1.30 | 0.00 | 0.00 |
| D | 60.0 | 0.00 | 195.8 | 0.0 | 0.03 | 1.30 | 0.00 | 0.00 |
| D | 60.0 | 0.00 | 188.3 | 0.0 | 0.03 | 1.04 | 0.00 | 0.00 |
| D | 53.3 | 0.00 | 188.3 | 0.0 | 0.03 | 1.04 | 0.00 | 0.00 |
| D | 53.3 | 0.00 | 190.1 | 0.0 | 0.03 | 1.32 | 0.00 | 0.00 |
| D | 40.0 | 0.00 | 190.1 | 0.0 | 0.03 | 1.32 | 0.00 | 0.00 |
| D | 40.0 | 0.00 | 194.3 | 0.0 | 0.02 | 1.07 | 0.00 | 0.00 |
| D | 33.3 | 0.00 | 194.3 | 0.0 | 0.02 | 1.07 | 0.00 | 0.00 |
| D | 33.3 | 0.00 | 190.7 | 0.0 | 0.03 | 1.38 | 0.00 | 0.00 |
| D | 20.0 | 0.00 | 190.7 | 0.0 | 0.03 | 1.38 | 0.00 | 0.00 |
| D | 20.0 | 0.00 | 189.1 | 0.0 | 0.02 | 1.18 | 0.00 | 0.00 |
| D | 13.3 | 0.00 | 189.1 | 0.0 | 0.02 | 1.18 | 0.00 | 0.00 |
| D | 13.3 | 0.00 | 182.4 | 0.0 | 0.03 | 1.55 | 0.00 | 0.00 |
| D | 0.0 | 0.00 | 182.4 | 0.0 | 0.03 | 1.55 | 0.00 | 0.00 |

SUPPRESS PRINTING

| LOADS INPUT | $\begin{aligned} & \text {...FOR } \\ & \text { DISPL } \end{aligned}$ | THIS LOADING.. |  | . . . . . . . . MAXIMUMS. |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | MEMBER FORCES | $\begin{aligned} & \text { FOUNDN } \\ & \text { LOADS } \end{aligned}$ | ALL | DISPL | MEMBER FORCES | FOUNDN LOADS |
| no | yes | yes | yes | no | no | no | no |

MAXIMUM MAST DISPLACEMENTS:

| $\begin{aligned} & \text { ELEV } \\ & \text { ft } \end{aligned}$ | NORTH |  | $\begin{aligned} & \text { ECTIONS } \\ & \text { EAST } \end{aligned}$ | (ft)----- |  | --TILTS <br> NORTH | (DEG)--EAST | $\begin{gathered} \text { TWIST } \\ \text { DEG } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 355.0 | 6.217 | G | -5.982 D | 0.096 | G | 2.569 G | 2.474 J | -0.168 |
| 350.0 | 5.994 |  | -5.767 D | D 0.091 | G | 2.572 G | 2.477 J | -0.168 |
| 345.0 | 5.764 |  | -5.546 D | D 0.086 | G | 2.548 G | 2.454 J | -0.166 |
| 340.0 | 5.542 |  | -5.332 D | D 0.081 | G | 2.478 G | 2.386 J | -0.162 |
| 335.0 | 5.325 | G | -5.123 D | D 0.076 | G | 2.443 G | 2.351 J | -0.159 |
| 330.0 | 5.113 | G | -4.919 D | D 0.072 | G | 2.383 G | 2.294 J | -0.155 |
| 325.0 | 4.903 | G | -4.717 D | D 0.067 | G | 2.300 G | 2.214 J | 0.150 |


| 320.0 | 4.705 G | -4.526 D | 0.063 G | $\begin{array}{r} 400358 \\ 2.186 \mathrm{G} \end{array}$ | 2.104 J | 0.144 L |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 315.0 | 4.513 G | -4.342 D | 0.060 G | 2.108 G | 2.029 J | 0.137 L |
| 310.0 | 4.331 G | -4.166 D | 0.056 G | 2.027 G | -1.952 D | 0.131 L |
| 305.0 | 4.153 G | -3.995 D | 0.053 G | 1.939 G | -1.868 | 0.125 L |
| 300.0 | 3.986 G | -3.834 D | 0.051 G | 1.850 G | -1.782 D | 0.120 L |
| 295.0 | 3.824 G | -3.678 D | 0.048 G | 1.780 G | -1.715 | 0.115 L |
| 290.0 | 3.669 G | -3.528 D | 0.045 G | 1.710 G | -1.647 D | 0.110 L |
| 285.0 | 3.519 G | -3.384 D | 0.043 G | 1.639 G | -1.579 | 0.105 L |
| 280.0 | 3.376 G | -3.246 D | 0.041 G | 1.569 G | -1.511 | 0.101 L |
| 273.3 | 3.192 G | -3.069 D | 0.039 e | 1.512 G | -1.456 | 0.095 L |
| 266.7 | 3.015 G | -2.899 D | 0.039 e | 1.455 G | -1.401 | 0.090 L |
| 260.0 | 2.844 G | -2.734 D | 0.038 e | 1.398 G | -1.347 | 0.085 L |
| 253.3 | 2.681 G | -2.577 D | 0.037 e | 1.342 G | -1.293 | 0.080 L |
| 246.7 | 2.524 G | -2.426 D | 0.037 e | 1.287 G | -1.239 | 0.076 L |
| 240.0 | 2.374 G | -2.281 D | 0.036 e | 1.232 G | -1.186 | 0.072 L |
| 233.3 | 2.229 G | -2.142 D | 0.035 e | 1.178 G | -1.134 | 0.068 L |
| 226.7 | 2.092 G | 2.010 J | 0.034 | 1.125 G | -1.083 | 0.064 L |
| 220.0 | 1.959 G | 1.882 J | 0.034 e | 1.073 G | -1.032 | 0.060 L |
| 210.0 | 1.773 G | 1.703 J | 0.033 e | 1.011 G | -0.972 | 0.056 L |
| 200.0 | 1.598 G | 1.535 J | 0.031 e | 0.950 G | -0.914 | 0.052 L |
| 190.0 | 1.433 G | 1.376 J | 0.030 e | 0.890 G | -0.856 | 0.049 L |
| 180.0 | 1.279 G | 1.228 J | 0.029 e | 0.830 G | -0.799 | 0.045 |
| 170.0 | 1.135 G | 1.089 J | 0.028 e | 0.772 G | -0.742 | 0.042 L |
| 160.0 | 1.000 G | 0.960 J | 0.026 e | 0.714 G | -0.687 | 0.039 L |
| 150.0 | 0.875 G | 0.840 J | 0.025 e | 0.658 G | -0.632 | 0.036 L |
| 140.0 | 0.760 G | 0.729 J | 0.024 | 0.601 G | -0.578 | 0.032 L |
| 130.0 | 0.653 G | 0.626 J | 0.022 e | 0.555 G | -0.534 | 0.029 L |
| 120.0 | 0.553 G | 0.530 J | 0.021 e | 0.510 G | -0.490 | 0.026 L |
| 110.0 | 0.458 G | 0.440 J | 0.019 e | 0.463 G | -0.445 | 0.023 L |
| 100.0 | 0.369 G | 0.354 J | 0.018 e | 0.417 G | -0.401 D | 0.020 L |
| 93.3 | 0.325 G | 0.312 J | 0.017 e | 0.389 G | -0.374 D | 0.019 |
| 80.0 | 0.237 G | 0.227 J | 0.015 e | 0.328 G | -0.315 | 0.016 L |
| 73.3 | 0.202 G | 0.194 J | 0.014 e | 0.301 G | -0.288 | 0.014 L |
| 60.0 | 0.134 G | 0.128 J | 0.011 e | 0.241 G | -0.231 | 0.011 L |
| 53.3 | 0.111 G | 0.106 J | 0.010 e | 0.213 G | -0.205 | 0.010 L |
| 40.0 | 0.062 G | 0.059 J | 0.007 1 | 0.155 G | 0.148 | 0.007 L |
| 33.3 | 0.048 G | 0.046 J | 0.007 i | 0.130 G | 0.125 | 0.006 L |
| 20.0 | 0.017 s | 0.016 V | 0.004 | 0.077 G | 0.074 | 0.003 L |
| 13.3 | 0.007 s | -0.007 P | 0.003 i | 0.052 G | 0.050 J | 0.002 L |
| 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)

| $\begin{gathered} \text { ELEV } \\ \mathrm{ft} \end{gathered}$ | LEGS | DIAG |  | HORIZ |  | BRACE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 355.0 |  |  |  | 1.29 | A | 0.00 A |
|  | 0.91 S | 2.06 | G |  |  |  |
| 350.0 |  |  |  | 0.21 | G | 0.00 A |
| 345.0 | 5.32 M | 5.56 | H | 0.27 | I | 0.00 A |
|  | 19.89 M | 5.85 | T |  |  | 0.00 A |
| 340.0 |  |  |  | 0.46 | Y | 0.00 A |
| 335.0 | 35.23 M | 8.51 | M | 0.32 | A | 0.00 A |
| 330.0 | 59.36 M | 10.54 | B | 06 | S | A |
|  | 84.94 M | 11.49 | T |  | S | 0.00 A |
| 325.0 | 116.27 M | 15.02 | B | 0.34 | A | 0.00 A |
| 320.0 | 116.27 M |  |  | 0.61 | U | 0.00 A |
| 315.0 | 144.73 M | 9.84 | M | 0.31 | A | 0.00 A |
|  | 169.33 M | 11.16 | H |  |  |  |
| 310.0 | 192.61 M | 10.84 | T | 0.06 | A | 0.00 A |
| 305.0 | 192.61 M |  |  | 0.26 | A | 0.00 A |
| 300.0 | 215.92 M | 10.32 | H | 0.08 | A | 0.00 A |
|  | 235.48 M | 9.71 | N |  | A | A |
| 295.0 | 254.46 M | 9.43 | H | 0.17 | A | 0.00 A |
| 290.0 |  |  |  | 0.09 | A | 0.00 A |
| 285.0 | 271.09 M | 9.07 | T | 0.14 | A | 0.00 A |
|  | 287.32 M | 8.94 | B |  |  |  |
| 280.0 |  | --- |  | 0.08 | A | 0.00 A |



MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

| $\begin{gathered} \text { ELEV } \\ \mathrm{ft} \end{gathered}$ | LEGS | DIAG | HORIZ | BRACE |
| :---: | :---: | :---: | :---: | :---: |
| 355.0 |  |  | -1.30 G | 0.00 A |
| 0.0 | -1.09 A | -2.04 | -0.20 M | 0.00 A |
|  | -9.86 G | -5.58 |  | 0.00 A |
| 345.0 | -24.66 G | -5.95 | -0.20 0 | 0.00 A |
| 340.0 |  | ----- | -0.17 s | 0.00 A |


| 335.0 |  |  |  | 400358 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | -41.85 G | -8.90 | G | -0.25 |  | 0.00 A |  |
|  |  |  |  |  | S |  |  |
|  | -68.51 G | -10.33 | T | -0.08 | A | 0.00 | A |
| 330.0 | -94.86 G | -11.66 | B |  |  |  |  |
| 325.0 |  |  |  | -0.27 | S | 0.00 | A |
|  | -129.58 G | -14.95 | T |  |  |  |  |
| 320.0 | -158 27 |  |  | -0.76 | C | 0.00 | A |
| 315.0 | -158.27 G | -10.34 | G | -0.26 | 5 | 0.00 | A |
|  | -186.77 G | -11.00 | T |  |  |  |  |
| 310.0 |  |  |  | -0.06 | S | 0.00 | A |
|  | -211.00 G | -11.03 | H | -0.23 | S | 0.00 | A |
| 305.0 | -235.60 G | -10.22 | T |  |  |  |  |
| 300.0 |  |  |  | -0.07 | S | 0.00 | A |
|  | -255.81 G | -9.84 | H | -0.15 | S | 0.00 | A |
| 295.0 | -276.01 G | -9.36 | T |  |  |  |  |
| 290.0 |  |  |  | -0.08 | S | 0.00 | A |
|  | -293.46 G | -9.17 | H | -0.13 | S | 0.00 | A |
| 285.0 | -310.87 G | -8.90 | T |  |  |  |  |
| 280.0 |  |  |  | -0.07 | S | 0.00 | A |
|  | -328.86 G | -9.53 | B | -0.11 | S | 0.00 | A |
| 273.3 | -349.35 G | -9.27 | T |  |  |  |  |
| 266.7 |  |  |  | -0.07 | S | 0.00 | A |
|  | -367.95 G | -9.21 | H | -0.09 | S | 0.00 | A |
| 260.0 | -386.29 G | -9.12 | $N$ |  |  |  |  |
| 253.3 |  |  |  | -0.06 | S | 0.00 | A |
|  | -403.45 G | -9.18 | B | -0.08 | S | 0.00 | A |
| 246.7 | -420.47 G | -9.20 | T |  | S |  | A |
| 240.0 |  |  |  | -0.06 | S | 0.00 | A |
|  | -436.67 G | -9.33 | B | -0.11 | S | 0.00 | A |
| 233.3 | -452.77 G | -9.42 | H |  |  |  | A |
| 226.7 |  |  |  | -0.05 | S | 0.00 | A |
|  | -468.36 G | -9.59 | B | -0.10 | S | 0.00 | A |
| 220.0 | -487.53 G | -10.71 | B |  |  |  | A |
| 210.0 |  |  |  | -0.09 | S | 0.00 | A |
| 200.0 | -510.24 G | -10.94 | B | -0.09 | S | 0.00 | A |
|  | -532.65 G | -11.19 | B |  |  |  |  |
| 190.0 |  | ------ |  | -0.08 | S | 0.00 | A |
|  | -554.67 G | -11.49 | B | -0.07 | S | 0.00 | A |
| 180.0 | -576.54 G | -11.82 | B | 0.07 | S | 0.00 | A |
| 170.0 |  |  |  | -0.07 | S | 0.00 | A |
|  | -598.21 G | -12.20 | H |  |  |  |  |
| 160.0 | -619.86 G | -12.59 | B | -0.06 | S | 0.00 | A |
| 150.0 |  |  |  | -0.06 | S | 0.00 | A |
|  | -641.37 G | -13.01 | H |  |  |  |  |
| 140.0 | -662.97 G | -13.44 | B | -0.05 | S | 0.00 | A |
| 130.0 |  |  |  | -0.04 | S | 0.00 | A |
|  | -684.58 G | -13.91 | H |  |  |  |  |
| 120.0 |  |  |  | -0.04 | I | 0.00 | A |
|  | -706.34 G | -14.36 | B | -0.09 | A | 0.00 | A |
| 110.0 | -728.07 G | -14.84 | H |  |  |  |  |
| 100.0 |  |  |  | -0.32 | S | 0.00 | A |
|  | -752.67 G | -15.76 | G |  |  |  |  |
| 93.3 | -754.44 G | --20.57 | B | -1.42 | G | 0.00 | C |
| 80.0 |  |  |  | -0.27 | S | 0.00 | A |
|  | -796.27 G | -16.76 | G |  |  |  |  |
| 73.3 |  |  |  | -1.40 | C | 0.00 | R |
| 60.0 | -798.11 G | -21.33 | B | -0.26 | S | 0.00 | A |
|  | -840.15 G | -17.61 | B |  |  |  |  |
| 53.3 |  | ------ |  | -1.36 | G | 0.00 | C |
|  | -842.08 G | -22.04 | B | -0.23 | S |  |  |
| 40.0 | -884.03 G | -18.47 | B | 0.23 | S |  |  |
| 33.3 |  |  |  | -1.30 | C | 0.00 |  |


|  |  |  | 400358 |  |  |
| ---: | :--- | ---: | :--- | ---: | :--- |
| 20.0 | -886.14 G | -22.67 B | -0.08 S | 0.00 O |  |
| 13.3 | -928.08 G | -19.22 B | -1.25 C | 0.00 H |  |
| 0.0 | -930.40 G | -23.21 | B | 0.00 A | 0.00 A |




| Latticed Tower Analysis (Unguyed) | (c) 2013 Guymast Inc. 416-736-7453 |
| :--- | :--- |
| Processed under license at: |  |
| Sabre Towers and Poles | on: 11 jan 2018 at: 11:01:56 |

* only 1 condition(s) show 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

| $\begin{aligned} & \text { LOAD } \\ & \text { TYPE } \end{aligned}$ | ELEV <br> ft | APPLY..LOAD. AT |  | $\begin{array}{\|} \text { LOAD } \\ \hline \end{array}$ | . . . . . FORCES . . . . |  | . . . . . . MOMENTS |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | RADIUS | AZI |  | HORIZ | DOWN | VERTICAL | TORSNAL |
|  |  | ft |  |  | kip | kip | ft-kip | ft-kip |
| c | 360.0 | 0.00 | 0.0 | 0.0 | 0.09 | 0.13 | 0.00 | 0.00 |
| C | 350.0 | 0.00 | 0.0 | 0.0 | 3.05 | 6.00 | 0.00 | 0.00 |
| C | 338.0 | 0.00 | 0.0 | 0.0 | 2.27 | 4.00 | 0.00 | 0.00 |
| C | 326.0 | 0.00 | 0.0 | 0.0 | 2.25 | 4.00 | 0.00 | 0.00 |
| C | 314.0 | 0.00 | 0.0 | 0.0 | 2.23 | 4.00 | 0.00 | 0.00 |
| D | 355.0 | 0.00 | 180.0 | 0.0 | 0.02 | 0.03 | 0.00 | 0.00 |
| D | 350.0 | 0.00 | 180.0 | 0.0 | 0.02 | 0.03 | 0.00 | 0.00 |
| D | 350.0 | 0.00 | 42.0 | 0.0 | 0.04 | 0.05 | 0.05 | 0.03 |
| D | 340.0 | 0.00 | 42.0 | 0.0 | 0.04 | 0.05 | 0.05 | 0.03 |
| D | 340.0 | 0.00 | 65.8 | 0.0 | 0.05 | 0.12 | 0.05 | 0.03 |



MAXIMUM MAST DISPLACEMENTS:


|  |  |  |  | 400358 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 266.7 | 0.862 G | 0.829 J | 0.015 G | 0.416 G | 0.401 J | 0.026 L |
| 260.0 | 0.813 G | 0.782 J | 0.014 G | 0.400 G | 0.385 J | 0.024 L |
| 253.3 | 0.767 G | 0.737 J | 0.014 G | 0.384 G | 0.370 J | 0.023 L |
| 246.7 | 0.722 G | 0.694 J | 0.014 G | 0.368 G | 0.354 J | 0.022 L |
| 240.0 | 0.679 G | 0.653 J | 0.013 G | 0.352 G | 0.339 J | 0.020 L |
| 233.3 | 0.637 G | 0.613 J | 0.013 G | 0.337 G | 0.324 J | 0.019 |
| 226.7 | 0.598 G | 0.575 J | 0.012 G | 0.322 G | 0.310 J | 0.018 |
| 220.0 | 0.560 G | 0.538 J | 0.012 G | 0.307 G | 0.295 J | 0.017 L |
| 210.0 | 0.507 G | 0.487 J | 0.012 G | 0.289 G | 0.278 J | 0.016 L |
| 200.0 | 0.457 G | 0.439 J | 0.011 G | 0.272 G | 0.261 | 0.015 L |
| 190.0 | 0.410 G | 0.394 J | 0.011 G | 0.254 G | 0.245 J | 0.014 |
| 180.0 | 0.366 G | 0.351 J | 0.010 G | 0.238 G | 0.228 J | 0.013 |
| 170.0 | 0.324 G | 0.312 J | 0.010 G | 0.221 G | 0.212 | 0.012 L |
| 160.0 | 0.286 G | 0.275 J | 0.009 G | 0.204 G | 0.197 | 0.011 L |
| 150.0 | 0.250 G | 0.240 J | 0.009 G | 0.188 G | 0.181 J | 0.010 L |
| 140.0 | 0.217 G | 0.208 J | 0.008 G | 0.172 G | 0.165 J | 0.009 L |
| 130.0 | 0.187 G | 0.179 J | 0.008 G | 0.159 G | 0.153 J | 0.008 L |
| 120.0 | 0.158 G | 0.152 J | 0.007 G | 0.146 G | 0.140 J | 0.007 |
| 110.0 | 0.131 G | 0.126 J | 0.007 G | 0.133 G | 0.127 J | 0.007 L |
| 100.0 | 0.105 G | 0.101 J | 0.006 G | 0.119 G | 0.115 | 0.006 L |
| 93.3 | 0.093 G | 0.089 J | 0.006 G | 0.111 G | 0.107 J | 0.005 L |
| 80.0 | 0.068 G | 0.065 J | 0.005 G | 0.094 G | 0.090 J | 0.004 L |
| 73.3 | 0.058 G | 0.055 J | 0.005 G | 0.086 G | 0.083 J | 0.004 |
| 60.0 | 0.038 G | 0.037 J | 0.004 G | 0.069 G | 0.066 J | 0.003 |
| 53.3 | 0.032 G | 0.030 J | 0.004 G | 0.061 G | 0.059 J | 0.003 L |
| 40.0 | 0.018 G | -0.017 D | 0.003 K | 0.044 G | 0.042 J | 0.002 L |
| 33.3 | 0.014 G | 0.013 J | 0.002 D | 0.037 G | 0.036 J | 0.002 |
| 20.0 | 0.005 G | -0.005 D | 0.001 D | 0.022 G | 0.021 J | 0.001 |
| 13.3 | 0.002 G | -0.002 D | 0.001 D | 0.015 G | 0.014 J | 0.001 |
| 0.0 | 0.000 A | 0.000 A | 0.000 A | 0.000 A | 0.000 A | 0.000 |

MAXIMUM TENSION IN MAST MEMBERS (kip)

| $\begin{aligned} & \text { ELEV } \\ & \text { ft } \end{aligned}$ | LEGS | DIAG |  | HORIZ |  | BRACE |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 355.0 |  |  |  | 0.37 | A | 0.00 | A |
|  | 0.21 G | 0.60 | G |  |  |  |  |
| 350.0 |  |  |  | 0.06 | G | 0.00 | A |
| 345.0 | 0.00 A | 1.58 | H | 0.10 | I | 0.00 | A |
|  | 4.10 A | 1.65 | H |  |  |  |  |
| 340.0 |  |  |  | 0.21 | A | 0.00 | A |
| 335.0 | 7.91 A | 2.32 | A | 0.12 | A | 0.00 | A |
|  | 14.01 A | 3.07 | H |  |  |  |  |
| 330.0 |  |  |  | 0.01 | G | 0.00 | A |
| 325.0 | 21.16 A | 3.23 | B | 0.12 | A | 0.00 | A |
|  | 29.03 A | 4.30 | H |  |  |  | A |
| 320.0 |  |  |  | 0.11 | I | 0.00 | A |
| 315.0 | 37.17 A | 2.66 | A | 0.10 | A | 0.00 | A |
|  | 42.89 A | 3.22 | B | 0.10 | A |  | A |
| 310.0 | 49.24 A | 3.01 | B | 0.02 | A | 0.00 | A |
| 305.0 |  |  |  | 0.09 | A | 0.00 | A |
| 300.0 | 55.51 A | 2.97 | H | 2 | A | - 00 |  |
|  | 60.94 A | 2.72 | B | 0.02 | A | 0.00 | A |
| 295.0 |  |  |  | 0.06 | A | 0.00 | A |
| 290.0 | 66.01 A | 2.71 | H | 0.03 | A | 0.00 | A |
| 285.0 | 70.56 A | 2.55 | H |  |  |  |  |
| 285.0 | 74.89 A | 2.57 | B | 0.05 | A | 0.00 | A |
| 280.0 |  |  |  | 0.03 | A | 0.00 | A |
| 273.3 | 79.42 A | 2.67 | B | 0.04 | A | 0.00 | A |
|  | 84.32 A | 2.67 | B |  |  |  | A |
| 266.7 |  |  |  | 0.02 | A | 0.00 | A |
| 260.0 | 88.83 A | 2.59 | B | 0.03 | A | 0.00 | A |
|  | 93.14 A | 2.62 | B |  |  |  |  |
| 253.3 | 97.18 A | 2.60 | B | 0.02 | A | 0.00 | A |
| 246.7 | 97.18 A | ---7 |  | 0.03 | A | 0.00 | A |


| 240.0 |  |  |  | 400358 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | 0.02 | A | 0.00 | A |
|  | 104.83 A | 2.65 | H |  |  |  |  |
| 233.3 |  |  |  | 0.04 | A | 0.00 | A |
|  | 108.47 A | 2.71 | B | 0.02 | A | 0.00 | A |
| 226.7 | 112.00 A | 2.74 | H |  |  |  |  |
| 220.0 |  |  |  | 0.04 | A | 0.00 | A |
|  | 116.20 A | 3.06 | B |  |  |  |  |
| 210.0 | 121.06 A | 3.11 | H | 0.03 | A | 0.00 | A |
| 200.0 |  |  |  | 0.03 | A | 0.00 | A |
|  | 125.77 A | 3.19 | B | 0.03 |  |  |  |
| 190.0 | 130.36 A | 3.26 | H | 0.03 | A | 0.00 | A |
| 180.0 |  |  |  | 0.03 | A | 0.00 | A |
|  | 134.85 A | 3.36 | B | 0.03 | A | 0.00 | A |
| 170.0 | 139.25 A | 3.46 | B |  |  |  |  |
| 160.0 |  |  |  | 0.02 | A | 0.00 | A |
|  | 143.58 A | 3.58 | B | 0.02 | A | 0.00 | A |
| 150.0 | 147.87 A | 3.69 | B |  |  |  |  |
| 140.0 |  |  |  | 0.02 | A | 0.00 | A |
|  | 152.06 A | 3.81 | B | 0.02 | A | 0.00 | A |
| 130.0 | 156.16 A | 3.94 | B |  | A |  | A |
| 120.0 | 160.20 A | 4.08 | B | 0.01 | C | 0.00 | A |
| 110.0 |  |  |  | 0.02 | G | 0.00 | A |
|  | 164.17 A | 4.21 | B | 0.12 | A |  |  |
| 100.0 | 169.25 A | 4.44 | H | 0.12 | A | 0.00 | A |
| 93.3 |  |  |  | 0.30 | A | 0.00 | H |
|  | 167.77 A | 5.83 | B | 0.10 | A | 0.00 | A |
| 80.0 | 176.96 A | 4.69 | H |  |  |  | A |
| 73.3 | --7----- | ---- |  | 0.30 | I | 0.00 | B |
| 60.0 | 175.43 A | 6.04 | H | 0.10 | A | 0.00 | A |
|  | 184.51 A | 4.95 | H |  |  |  |  |
| 53.3 | 182.90 A | 6.24 | H | 0.28 | A | 0.00 | J |
| 40.0 |  |  |  | 0.09 | A | 0.00 | A |
|  | 191.84 A | 5.19 | H | 0.26 | E | 0.00 | J |
| 33.3 | 190.09 A | 6.41 | H |  |  |  |  |
| 20.0 |  |  |  | 0.03 | A | 0.00 | J |
|  | 198.75 A | 5.42 | H | 0.24 | I | 0.00 | D |
| 13.3 | 196.82 A | 6.58 | H |  |  |  |  |
| 0.0 |  |  |  | 0.00 | A | 0.00 | A |

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

| $\begin{gathered} \text { ELEV } \\ \mathrm{ft} \end{gathered}$ | LEGS | DIAG |  | HORIZ | BRACE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 355.0 |  |  |  | -0.38 G | 0.00 A |
|  | -0.37 A | -0.58 | A |  |  |
| 350.0 |  |  |  | -0.05 A | 0.00 A |
|  | -4.22 G | -1.61 | H |  |  |
| 345.0 | -8.48 G | -1.73 | H | -0.03 C | 0.00 A |
| 340.0 | 8.48 | 1.73 |  | 0.00 A | 0.00 A |
| 335.0 | -13.92 G | -2.64 | G | -0.04 G |  |
| 335.0 | -22.25 G | -2.88 | B | -0.04 G | 0.00 A |
| 330.0 |  | ----- |  | -0.03 A | 0.00 A |
| 325.0 | -29.92 G | -3.38 | H | -0.05 G | 0.00 A |
|  | -40.78 G | -4.24 | B |  |  |
| 320.0 |  |  |  | -0.26C | 0.00 A |
|  | -48.93 G | -3.07 | G |  |  |
| 315.0 |  |  |  | -0.06 G | 0.00 A |


| 310.0 |  |  |  | 400358 |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | -58.17 G | -3.07 | B | -0.01 |  | 0.00 A |  |
|  |  |  |  |  | G |  |  |
| 305.0 | -65.28 G | -3.20 | H | -0.05 |  | 0.00 | A |
|  | -72.60 G | -2.87 | B |  |  |  |  |
| 300.0 |  |  |  | -0.02 | G | 0.00 | A |
|  | -78.48 G | -2.85 | H |  |  |  |  |
| 295.0 |  | -2 65 |  | -0.03 | G | 0.00 | A |
|  | -84.53 G | -2.65 | H | -0.02 | G | 0.00 | A |
| 290.0 | -89.68 G | -2.65 | H |  |  |  |  |
| 285.0 |  |  |  | -0.03 | G | 0.00 | A |
|  | -94.93 G | -2.53 | B | -0.02 | G | 0.00 | A |
| 280.0 | -100.32 G | -2.76 | B |  | G |  | A |
| 273.3 |  |  |  | -0.03 | G | 0.00 | A |
|  | -106.59 G | -2.65 | B | -0.02 | G | 0.00 | A |
| 266.7 | -112.26 G | -2.66 | B | 0.02 | G |  | A |
| 260.0 |  |  |  | -0.02 | G | 0.00 | A |
|  | -117.92 G | -2.62 | B | -0,02 | - |  |  |
| 253.3 | -123.21 G | -2.65 | B | -0.02 | G | 0.00 | A |
| 246.7 |  |  |  | -0.02 | G | 0.00 | A |
|  | -128.51 G | -2.65 | H | -0.01 | G | 0.00 | A |
| 240.0 | -133.54 G | -2.70 | B |  | G |  | A |
| 233.3 |  |  |  | -0.03 | G | 0.00 | A |
|  | -138.57 G | -2.72 | H |  |  |  |  |
| 226.7 | -143.45 G | -2.78 | B | -0.01 | G | 0.00 | A |
| 220.0 |  |  |  | -0.02 | G | 0.00 | A |
|  | -149.51 G | -3.10 | H |  |  |  |  |
| 210.0 | -156.73 G | -3.16 | B | -0.02 | G | 0.00 | A |
| 200.0 |  |  |  | -0.02 | G | 0.00 | A |
|  | -163.88 G | -3.23 | H | -0.02 | G | 0.00 | A |
| 190.0 | -170.91 G | -3.32 | B |  |  |  |  |
| 180.0 |  |  |  | -0.02 | G | 0.00 | A |
|  | -177.91 G | -3.41 | H | -0.02 | G | 0.00 | A |
| 170.0 | -184.86 G | -3.51 | B |  |  |  |  |
| 160.0 |  |  |  | -0.01 | G | 0.00 | A |
|  | -191.82 G | -3.62 | B | -0.01 | G | 0.00 | A |
| 150.0 | -198.73 G | -3.74 | B |  |  |  |  |
| 140.0 |  | ----- |  | -0.01 | G | 0.00 | A |
|  | -205.72 G | -3.86 | B | -0.01 | G | 0.00 | A |
| 130.0 | -212.74 G | -4.00 | B |  |  |  |  |
| 120.0 |  | ---- |  | -0.01 | I | 0.00 | A |
|  | -219.85 G | -4.12 | B | -0.03 | A | 0.00 | A |
| 110.0 | -226.98 G | -4.26 | B | -0.03 | A | 0.00 | A |
| 100.0 |  |  |  | -0.07 | G | 0.00 | A |
|  | -234.74 G | -4.53 | B |  |  |  |  |
| 93.3 | -236.22 G | -5.89 | B | -0.44 | G | 0.00 | K |
| 80.0 |  |  |  | -0.06 | G | 0.00 | A |
|  | -249.13 G | -4.82 | G |  |  |  |  |
| 73.3 | -250.66 G | -6.11 | B | -0.43 | G | 0.00 | G |
| 60.0 |  |  |  | -0.06 | G | 0.00 | A |
|  | -263.68 G | -5.06 | B |  |  |  |  |
| 53.3 | -265.29 G | -6.31 | - | -0.42 | K | 0.00 | C |
| 40.0 |  | -6.31 | B | -0.05 | G | 0.00 | A |
|  | -278.33 G | -5.30 | H |  |  |  |  |
| 33.3 | -280.09 G |  |  | -0.41 | K | 0.00 | B |
| 20.0 | 280.09 | 6.49 |  | -0.02 | G | 0.00 | B |
|  | -293.24 G | -5.50 | H |  |  |  |  |
| 13.3 |  |  |  | -0.40 | C | 0.00 |  |
|  | -295.17 G | -6.63 | H | 0.00 | A | 0.00 |  |

MAXIMLM INDIVIDUAL FOUNDATION LOADS: (kip)


DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS \& POLES
Tower Description 355' S3TL Series HD1
Customer Name AT\&T Job Number 400358

Date 1/11/2018
Engineer NM


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

| 1.1 |
| :---: |
| 942.5 |
| 1451.4 |
| 2393.9 |

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS \& POLES (CONTINUED)
Uplift:
Nominal Skin Friction (kips)
Wc, Weight of Concrete (kips)
$\mathrm{W}_{\mathrm{R}}$, Soil Resistance (kips)
$\Phi \mathrm{sWr}+0.9 \mathrm{~W}_{\mathrm{c}}(\mathrm{kips})$
Uplift Design Strength (kips)
Pier Design:
Design Tensile Strength (kips)
$\phi \mathrm{V}_{\mathrm{n}}(\mathrm{kips})$
$\phi \mathrm{V}_{\mathrm{c}}=\phi 2\left(1+\mathrm{N}_{\mathrm{u}} /\left(500 \mathrm{~A}_{\mathrm{g}}\right)\right) \mathrm{f}_{\mathrm{c}}^{+1 / 2} \mathrm{~b}_{\mathrm{w}} \mathrm{d}(\mathrm{kips})$
$\mathrm{V}_{\mathrm{s}}(\mathrm{kips})$
Maximum Spacing (in)

| $\begin{gathered} 1935.2 \\ 68.8 \end{gathered}$ |  |  |
| :---: | :---: | :---: |
| 2546.5 |  |  |
| 1971.8 | Factored Uplift (kips) |  |
| 1513.3 |  | 826.0 |
| 1517.7 | $\begin{aligned} & \text { Tu (kips) } \\ & \text { V..kins) } \end{aligned}$ | 826.0 |
| 103.8 |  | 86.0 |
| 18.3 |  |  |
| 100.5 |  | ${ }^{* * *} V_{s} \max =4 f_{c}^{1 / 2} b_{w} d \text { (kips) }$ <br> (Only if Shear Ties are Required) | 494.6 |
| 9.76 | *** Ref. ACI 11.5.5 \& 11.5.6.3 |  |
| 272.8 | $\mathrm{P}_{\mathrm{u}}$ (kips) | 826.0 |
| 52.21 | Required Length of Development (in) | 34.32 |


| 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 |

December $1^{\text {st }}, 2017$
Kentucky Public Service Commission
211 Sower Blvd.
P.O. Box 615

Frankfort, KY 40602-0615

RE: Site Name - Stewart Ridge
Proposed Cell Tower
3837 47.00 North Latitude, 8450 35.36 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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

## 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 | Utlity ID $\left.\begin{array}{c}\text { Utility } \\ \text { Name }\end{array}\right]$ |
| :---: | Address/City/Contact Utility Type

Status entries.

| Search |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Utility ID | Utility Name | Utility Type | Class | City | State |
| View | 4107900 | 365 Wireless, ШC | Cellular | D | Atlanta | GA |
| View | 4109300 | Access Point, Inc. | Cellular | D | Cary | NC |
| View | 4108300 | Air Voice Wireless, LLC | Cellular | A | Bloomfield Hill | MI |
| Vew | 4110650 | Alliant Technologies of KY, L.L.C. | Cellular | C | Morristown | NJ |
| Vew | 444511 | Alltel Communications, LLC | Cellular | A | Basking Ridge | NJ |
| View | 4107800 | American Broadband and Telecommunications Company | Cellular | C | Toledo | OH |
| Vew | 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 |
| Vew | 4108600 | BCN Telecom, Inc. | Cellular | D | Morristown | NJ |
| Vew | 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. | Celluar | D | Southfield | MI |
| Vew | 4110050 | CampusSims, Inc. | Celluar | D | Boston | MA |

Utility Master Information - Search

| 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 Raplds | 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 | Celluar | D | Chattanooga | TN |
| View | 4105900 | Flash Wireless, LC | Cellular | C | Concord | NC |
| Vew | 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, LC | Celluar | D | Quincy | MA |
| View | 4106000 | GreatCall, Inc. d/b/a Jitterbug | Celluar | 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, LC | Cellular | A | Bellevue | WA |
| View | 4109650 | Mitel Cloud Services, Inc. | Cellular | D | Mesa | AZ |
| View | 4202400 | New Cingular Wireless PCS, LC dba AT\&T Mobility, PCS | Cellular | A | San Antonio | TX |
|  |  |  |  |  |  |  |


| Vew | 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 |
| Vew | 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 | Clincinnati | OH |
| Vew | 4202100 | Powertel/Memphis, Inc. dba TMobile | Cellular | A | Bellevue | WA |
| Vow | 4107700 | Puretalk Holdings, LLC | Cellular | A | Covington | GA |
| View | 4106700 | Q Link Wireless, LLC | Cellular | A | Dania | FL |
| Vew | 4108700 | Ready Wireless, LLC | Cellular | B | Hiawatha | IA |
| View | 4110350 | Regional Strategic Partners ШС | Cellular | D | Buford | GA |
| Vew | 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 TMobile | Cellular | A | Bellevue | WA |
| View | 4002500 | TAG Mobile, LLC | Cellular | D | Carrollton | TX |
| View | 4109700 | Telecom Management, Inc. dba Ploneer 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 | Celluar | D | New York | NY |
| View | 4109000 | Ting, Inc. | Cellular | A | Toronto | ON |
| Vew | 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 |
| Vew | 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 |
| Vew | 4109900 | Wireless Telecom Cooperative, <br> Inc. dba theWirelessFreeway | Cellular | D | Louisville | KY |

## EXHIBIT E

 FAAMail Processing Center

Issued Date: 10/26/2017

Dave Cundiff (LA)
AT\&T
208 S Akard
Room 1016
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 Stewart Ridge - 13800819
Location: Owenton, KY
Latitude: $\quad 38-37-47.00 \mathrm{~N}$ NAD 83
Longitude: $\quad 84-50-35.36 \mathrm{~W}$
Heights:
891 feet site elevation (SE)
370 feet above ground level (AGL)
1261 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(MDual),\&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 04/26/2019 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-20342OE.

Signature Control No: 345712809-347602030
Jay Garver
Specialist
Attachment(s)
Frequency Data
Map(s)
cc: FCC

| $\begin{gathered} \text { LOW } \\ \text { FREQUENCY } \end{gathered}$ | HIGH <br> FREQUENCY | $\begin{gathered} \text { FREQUENCY } \\ \text { UNIT } \\ \hline \end{gathered}$ | ERP | $\begin{aligned} & \text { ERP } \\ & \text { UNIT } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: |
| 6 | 7 | GHz | 55 | dBW |
| 6 | 7 | GHz | 42 | dBW |
| 10 | 11.7 | GHz | 55 | dBW |
| 10 | 11.7 | GHz | 42 | dBW |
| 17.7 | 19.7 | GHz | 55 | dBW |
| 17.7 | 19.7 | GHz | 42 | dBW |
| 21.2 | 23.6 | GHz | 55 | dBW |
| 21.2 | 23.6 | GHz | 42 | dBW |
| 614 | 698 | MHz | 1000 | W |
| 614 | 698 | MHz | 2000 | W |
| 698 | 806 | MHz | 1000 | W |
| 806 | 901 | MHz | 500 | W |
| 806 | 824 | MHz | 500 | W |
| 824 | 849 | MHz | 500 | W |
| 851 | 866 | MHz | 500 | W |
| 869 | 894 | MHz | 500 | W |
| 896 | 901 | MHz | 500 | W |
| 901 | 902 | MHz | 7 | W |
| 929 | 932 | MHz | 3500 | W |
| 930 | 931 | MHz | 3500 | W |
| 931 | 932 | MHz | 3500 | W |
| 932 | 932.5 | MHz | 17 | dBW |
| 935 | 940 | MHz | 1000 | W |
| 940 | 941 | MHz | 3500 | W |
| 1670 | 1675 | MHz | 500 | W |
| 1710 | 1755 | MHz | 500 | W |
| 1850 | 1910 | MHz | 1640 | W |
| 1850 | 1990 | MHz | 1640 | W |
| 1930 | 1990 | MHz | 1640 | W |
| 1990 | 2025 | MHz | 500 | W |
| 2110 | 2200 | MHz | 500 | W |
| 2305 | 2360 | MHz | 2000 | W |
| 2305 | 2310 | MHz | 2000 | W |
| 2345 | 2360 | MHz | 2000 | W |
| 2496 | 2690 | MHz | 500 | W |



EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION

KENTUCKY AIRPORT ZONING COMMISSION
MATTHEW BEVIN
Governor

421 Buttermilk Pike

Covington, KY 41017
www.transportation.ky.gov
859-341-2700

December 28, 2017

## APPROVAL OF APPLICATION

APPLICANT:<br>John Monday<br>John Monday<br>3300 E. Renner Rd B3132<br>Richardson, TX 75082<br>SUBJECT: AS-094-K62-2017-126<br>STRUCTURE: Antenna Tower<br>LOCATION: Owenton, KY<br>COORDINATES: $38^{\circ} 37^{\prime} 47.00^{\prime \prime} \mathrm{N} / 84^{\circ} 50^{\prime} 35.36^{\circ} \mathrm{W}$<br>HEIGHT: $\quad 370^{\prime}$ AGL/1261'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct $370^{\prime}$ AGL $/$ I261'AMSL Antenna Tower near Owenton, KY $38^{\circ} 37^{\prime} 47.00^{\prime \prime} \mathrm{N} / 84^{\circ} 50^{\prime} 35.3^{\prime \prime} \mathrm{W}$.

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

A copy of the approved application is enclosed for your files.
Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.


Administrator

An Equal Opportunity Employer M/F/D

KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN
Governor

421 Buttermilk Pike
Covington, KY 41017
www.transportation.ky.gov
859-341-2700

## CONSTRUCTION/ALTERATION STATUS REPORT

December 28, 2017
AERONAUTICIAL STUDY NUMBER: AS-094-K62-2017-I26
John Monday
John Monday
3300 E. Renner Rd B3I32
Richardson, TX 75082
This concerms the permit which was issued to you by the Kentucky Airport Zoning Commission on December 28, 2017. This permit is valid for a period of $18 \mathrm{Month}(\mathrm{s})$ from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be vold, and no work shall be performed without the issuance of a new permil. When appropriate, please indicate the status of the project in the place below and retum this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 421 Buttermilk Pike. Covington, KY, 41017. 859-341-2700.

## STRUCTURE: Antenna Tower

LOCATION: Owenton, KY
COORDINATES: $\quad 38^{\circ} 377^{\prime} 47.00^{\prime \prime} \mathrm{N} / 84^{\circ} 50^{\prime} 35.36^{\prime \prime} \mathrm{W}$
HEIGHT: 370' AGL/I261'AMSL

## CONSTRUCTION/ALTERATION STATUS

1. The project ( ) is abandoned. ( ) is not abandoned.
2. Construction status is as follows:

Structure reached its greatest height of $\qquad$ ft. AGL
f. AMSL on $\qquad$ (date).

Date construction was completed. $\qquad$
Type of obstruction marking/painting. $\qquad$
Type of obstruction lighing. $\qquad$
As built coordinates. $\qquad$
Miscellaneous Information. $\qquad$
DATE $\qquad$
SIGNATURETITLE $\qquad$

An Equal Opportunity Employer M/F/D


EXHIBIT G GEOTECHNICAL REPORT

November 30, 2017
Mr. Jacob Goralski, P.E.
Irish Tower, LLC
4603 Bermuda Drive, Sugar Land, TX 77479

ECS Project No. 26:3125-P1
Reference: Report of Subsurface Exploration and Geotechnical Engineering Services Stewart Ridge Tower
Hwy 127N
Owenton, Kentucky
Dear Mr. Goralski:
ECS Southeast, LLP (ECS) has completed the subsurface exploration for the proposed construction of a self-supported tower located on Stewarts Ridge Road, in Owenton, Kentucky, approximately 1,800 feet east of the intersection with Highway 127 North. The purpose of these services was to explore the subsurface soil and groundwater conditions at the site, and to develop geotechnical recommendations pertaining to foundation support of the structure. This report explains our understanding of the project, documents our findings, and presents our conclusions and geotechnical engineering recommendations to serve as an aid during the design and construction of the project.

## PROJECT INFORMATION AND PROPOSED CONSTRUCTION

The project will consist of the construction of a new $355+/$ - foot tall self-supported tower with a 15 -foot lightning arrestor and fenced equipment compound. The proposed tower site is located in an agricultural field. See the attached Site Location Diagram (Figure 1) and Boring Location Diagram (Figure 2). We have received preliminary site plans showing the site boundaries and proposed tower location. No loading information was provided for the tower. Based on information provided from the client, the current elevation at the center of the tower is approximately 891 feet MSL. To achieve the proposed grading at the tower site, we anticipate that approximately 10 feet of cut and fill will be required. We do not anticipate that any significant stormwater management (SWM) facilities or site retaining walls will be required for this project.

## EXPLORATION PROCEDURES

The site subsurface conditions were explored on November 17, 2017 completing three Standard Penetration Test (SPT) borings drilled 35 feet from the staked center of the tower location. The borings were drilled to auger refusal at approximately 7 to 10 feet below grade. The approximate boring locations are shown on the attached Boring Location diagram (Figure 2). The boring locations were based on a survey stake-out that was performed by others. Prior to drilling, underground utilities were cleared through the Kentucky 811system.

A CME 45 truck-mounted drill rig was utilized to complete the SPT borings. The drill rig utilized $3-1 / 4$ inch hollow stem augers to advance the boreholes. Representative soil samples were secured by means of conventional split-barrel sampling procedures (ASTM D1586). In this procedure, a 2 -inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a

140-pound hammer falling 30 inches. The number of blows required to drive the sampler through the final 12 -inch interval, after initial setting of 6 inches, is termed the Standard Penetration Test (SPT) value or N -value, and is indicated for each sample on the attached boring log.

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

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

## CLASSIFICATION AND LABORATORY TESTING PROCEDURES

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

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

## SITE GEOLOGY

The USGS Geologic Map of the Glencoe Quadrangle (1974) indicates this particular site is underlain by the Fairview Formation. This formation is typically medium-gray, limestone containing micro to coarse-grained sparry calcite and interbedded with medium-gray calcareous and fossiliferous shale. This formation typically contains numerous fossils.


Figure 1 - USGS Geologic Map of the Glencoe Quadrangle (approximate site location highlighted)

## SUBSURFACE CONDITIONS

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

In general, the exploration revealed an approximate 6-inch thick layer of topsoil underlain by clay extending to the depths of auger refusal (approximately 7 to 10 feet). SPT N -values for the clay materials varied from 6 to 17 blows per foot (bpf). The encountered conditions are shown on the attached boring logs.

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

## ANALYSIS AND RECOMMENDATIONS

## General

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

## Subgrade Preparatlon

Vegetation, and all other soft, unsuitable, or deleterious material should be removed from the existing ground surface at the foundation areas. These operations should extend at least 5 feet beyond the edge of planned structures, where practical. After examining the exposed soils, loose and yielding areas should be identified by proofrolling with an approved piece of equipment, such as a loaded dump truck, having an axle weight of at least 10 tons. Unsuitable or unstable subgrade materials may require moisture conditioning, in-place densification, or removal and replacement with new engineered fill.

It should also be emphasized that based on the refusal depths encountered and the existing site grades, depending on the grading plan, it is possible that the undercut in some areas may extend past the depth of auger refusal. Excavation of the material below auger refusal may require special excavation techniques including hoe-ramming.

## EngIneered Fill

The first layer of fill should be placed in a relatively uniform horizontal lift and be adequately keyed into the stripped and scarified subgrade soils. Fill materials should be free of organics, wet/frozen materials, or other deleterious materials. Engineered fill materials should consist of low to moderately plastic clays and silts, or coarse grained material such as sand and gravel, with a maximum Liquid Limit no greater than 50, and a maximum Plasticity Index no greater than 30. In general, we recommend material to be used as engineered fill have a Standard Proctor maximum dry density of at least 90 pcf. Engineered soil fill should be placed in maximum loose lifts of 8 inches and compacted to at least 95 percent of the Standard Proctor (ASTM D698) maximum dry density. Soil engineered fill should be compacted within 3 percentage points of the optimum moisture content, per the Standard Proctor method. Soil fill should not contain rock material greater than 4 inches in diameter.

Fill operations should be observed on a full-time basis by an experienced engineering technician to determine the required degree of compaction is being achieved. We recommend that a minimum of one compaction test per 2,500 square-foot area be performed for each lift of engineered fill for structural areas, and that at least one test per lift per 100 linear feet of utility trench backfill.

## Equipment Shelter Foundations

Based upon our findings, the equipment shelter may be supported by a turned-down monolithic slab-on-grade with foundation elements bearing on the undisturbed natural residual soils or properly-compacted engineered fill. These foundations can be designed for a maximum net allowable soil bearing pressure of up to $3,000 \mathrm{psf}$ or a weathered rock bearing pressure of 5,000 psf. For footings constructed in accordance with the requirements outlined in this report, maximum total settlement is expected to be less than 1 inch (plus any consolidation settlement from new fill loads). Maximum differential settlement is expected to be half the total settlement. Shallow foundations should be designed to bear at least 24 inches below the final exterior grades. The slab-on-grade may be designed using a modulus of subgrade reaction of 110 pounds per cubic inch (pci). A layer of free draining gravel may be used underlying the slab to serve as a leveling pad and provide a capillary break. All slab and foundation subgrades should be evaluated immediately prior to concrete placement by ECS to verify that the exposed subgrades are capable of satisfactorily supporting the design loads.

## Self-support Tower Foundatlon

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

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

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

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

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

## Seismic Slte Classification

Based on our interpretation of the International Building Code (IBC) 2012, it is our opinion that a Seismic Site Class "B" is appropriate for this site. In accordance with IBC 2012 and United States Geological Survey's (USGS) Seismic Hazard Curves and Uniform Hazard Response Spectra program, the following parameters may be used in design:

- Latitude: 38.62972, Longitude: - 84.84316
- $\mathrm{S}_{\mathrm{s}}=0.162, \mathrm{~S}_{1}=0.087$
- $S_{M S}=0.162, S_{M 1}=0.087$
- $S_{D S}=0.108, S_{D 1}=0.058$
*Spectral accelerations were determined from USGS National Seismic Hazard Maps


## General Constructlon Considerations

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

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

Page 7

## CLOSING

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

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

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

Respectfully,

## ECS SOUTHEAST, LLP



Eric M. Gasiecki
Geotechnical Department Manager


Fon
Dan Franklin
Principal Reviewer


Mark D. Luskin, P.E. Engineering Manager

Attachments: Figure 1: Site Location Map
Figure 2: Boring Location Diagrams
Geotechnical Data Form
SPT Boring Log (B-1 through B-3)
Reference Notes for Boring Logs
USGS Summary Report

| ENGINEER |  |
| :--- | ---: |
|  | JN2 |
| SCALE | NTS |
|  |  |
| PROJECT NO. |  |
| 26:3125-P1 |  |
| SHEET | 1 OF 1 |
| DATE | $11 / 8 / 2017$ |



## GEOTECHNICAL DATA FORM



## Estimated Soil Parameters for LPILE

| Depth | LPILE Soil <br> Type | $\boldsymbol{\gamma}$ | $\mathbf{S}_{\mathbf{u}}$ | $\boldsymbol{\phi}^{\prime}$ | $\mathbf{K}^{\star}$ | $\mathbf{E}_{50}{ }^{*}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| (feet) | (pcf) | (psf) | ( $^{\circ}$ ) | (pci) |  |  |
| $0-9$ | Stiff Clay | 110 | 1500 | - | 110 | 0.007 |
| $9+$ | Limestone Bedrock | 135 | $5000+$ | - | 2000 | 0.001 |

$\gamma=$ In-situ Soil Density
$\mathrm{S}_{\mathrm{u}}=$ Undrained Shear Strength
$\phi^{\prime}=$ Effective Friction Angle
$\mathrm{K}=$ Horizontal Subgrade Reaction
*Parameters estimated from values suggested in LPILE user manual.

## Foundation Recommendations

For Drilled Shaft Foundations**

| Depth (ft) | Allowable End Bearing <br> $(\mathrm{KSF})$ |
| :---: | :---: |
| $0-9$ | 3 |
| $9-15$ | 5 |
| $15+$ | 50 |


| Depth Interval | Alowable Average Side Friction <br> $(\mathrm{PSF})$ |
| :---: | :---: |
| $0-5$ | - |
| $5-9$ | 500 |
| $9-15$ | 2,000 |
| $15+$ | 3,000 |

${ }^{* *}$ Ignore in top 5 feet in design, minimum embedment depth of $10 \%$ tower height applies.
*Paramaters were increased with embedment depth due to anticipated increase in bedrock quality

## Construction Criteria

1) Proofroll site prior to construction to detect unsuitable soil near the surface
2) Compact building pads/roadway subgrade and each 8 inch lift of approved fill to $95 \%$ maximum dry density in accordance with ASTM D698 standard proctor
3) Approved fill materials are soils with less than $3 \%$ organics, less than 50 liquid limit and less than 30 plastic index.
4) Foundation construction should be observed by Geotechnical Engineer.
5) Drilled shaft foundations should be installed in accordance with the requirements of the Deep Foundation Institute and monitored by the Geotechnical Engineer.



ASPHALT

| DRILLING SAMPLING SYMBOLS \& ABBREVIATIONS |  |  |  |
| :---: | :--- | :---: | :--- |
| SS | Split Spoon Sampler | PM | Pressuremeter Test |
| ST | Shelby Tube Sampler | RD | Rock Bit Drilling |
| WS | Wash Sample | RC | Rock Core, NX, BX, AX |
| BS | Bulk Sample of Cuttings | REC | Rock Sample Recovery \% |
| PA | Power Auger (no sample) | RQD | Rock Quality Designation \% |
| HSA | Hollow Stem Auger |  |  |


| PARTICLE SIZE IDENTIFICATION |  |
| :---: | :---: |
| Designation | Particle Sizes |
| Boulders | 12 inches ( 300 mm ) or larger |
| Cobbles | 3 inches to 12 inches ( 75 mm to 300 mm ) |
| Gravel: Coarse | $3 / 4$ inch to 3 inches ( 19 mm to 75 mm ) |
| Fine | 4.75 mm to 19 mm ( $\mathrm{No}$.4 sieve to $3 / 4 \mathrm{inch}$ ) |
| Sand: Coarse | 2.00 mm to 4.75 mm (No. 10 to No. 4 sieve) |
| Medium | 0.425 mm to 2.00 mm (No. 40 to No. 10 sieve) |
| Fine | 0.074 mm to 0.425 mm ( $\mathrm{No}$.200 to No. 40 sieve) |
| Silt \& Clay ("Fines") | $<0.074 \mathrm{~mm}$ (smaller than a No. 200 sieve) |


| COHESIVE SILTS \& CLAYS |  |  |  |
| :---: | :---: | :---: | :---: |
| UNCONFINED <br> COMPRESSIVE <br> STRENGTH, Q $^{4}$ | SPT $^{5}$ <br> (BPF) | CONSISTENCY <br>  <br> C $^{7}$ <br> (COHESIVE) |  |
| $<0.25$ | $<3$ | Very Soft |  |
| $0.25-<0.50$ | $3-4$ | Soft |  |
| $0.50-<1.00$ | $5-8$ | Medium Stiff |  |
| $1.00-<2.00$ | $9-15$ | Stiff |  |
| $2.00-<4.00$ | $16-30$ | Very Stiff |  |
| $4.00-8.00$ | $31-50$ | Hard |  |
| $>8.00$ | $>50$ | Very Hard |  |


| GRAVELS, SANDS \& NON-COHESIVE SILTS |  |
| :---: | :---: |
| SPT $^{\mathbf{5}}$ | DENSITY |
| $<5$ | Very Loose |
| $5-10$ | Loose |
| $11-30$ | Medium Dense |
| $31-50$ | Dense |
| $>50$ | Very Dense |


| RELATIVE AMOUNT ${ }^{7}$ | COARSE GRAINED $(\%)^{8}$ | FINE GRAINED $(\%)^{8}$ |
| :---: | :---: | :---: |
| Trace | $\leq 5$ | $\leq 5$ |
| Dual Symbol (ex: SW-SM) | 10 | 10 |
| With | 15-20 | 15-25 |
| Adjective (ex: "Silty") | $\geq 25$ | $\geq 30$ |
| WATER LEVELS ${ }^{6}$ |  |  |
| $\begin{array}{\|ll} \hline \bar{\nabla} & W L \end{array}$ | Water Level (WS)(WD) (WS) While Sampling (WD) While Drilling |  |
| $\underline{\text { W }}$ - SHW | Seasonal High WT After Casing Removal |  |
| $\nabla$ ACR |  |  |
| シ SWT | Stabilized Water Table |  |
| DCI | Dry Cave-In |  |
| WCI | Wet Cave-In |  |

${ }^{1}$ Classifications and symbols per ASTM D 2488-09 (Visual-Manual Procedure) unless noted otherwise.
${ }^{2}$ To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.
${ }^{3}$ Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].
${ }^{4}$ Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).
${ }^{5}$ Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb . hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). " $N$-value" is another term for "blow count" and is expressed in blows per foot (bpf).
${ }^{6}$ The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.
${ }^{7}$ Minor deviation from ASTM D 2488-09 Note 16.
${ }^{8}$ Percentages are estimated to the nearest $5 \%$ per ASTM D 2488-09.

## ※USGS Design Maps Summary Report

## User-Specified Input

Building Code Reference Document 2012/2015 International Building Code
(which utilizes USGS hazard data available in 2008)
$\begin{aligned} & \text { Site Coordinates } 38.62972^{\circ} \mathrm{N}, 84.84316^{\circ} \mathrm{W} \\ & \text { Site Soil Classification Site Class B - "Rock" } \\ & \text { Risk Category I/II/III }\end{aligned}$


USGS-Provided Output

$$
\begin{array}{lll}
\mathbf{S}_{\mathrm{s}}=0.162 \mathrm{~g} & \mathbf{S}_{\mathrm{MS}}=0.162 \mathrm{~g} & \mathbf{S}_{\mathrm{DS}}=0.108 \mathrm{~g} \\
\mathbf{S}_{1}=0.087 \mathrm{~g} & \mathbf{S}_{\mathrm{M} 1}=0.087 \mathrm{~g} & \mathbf{S}_{\mathrm{D} 1}=0.058 \mathrm{~g}
\end{array}
$$

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.


[^0]
## EXHIBIT H

DIRECTIONS TO WCF SITE

## Driving Directions to Proposed Tower Site

## Site Name: Stewart Ridge

1. Beginning at the offices of the Owen County Judge Executive located at 100 N . Thomas Street, Owenton, KY, head north on Thomas Street.
2. Turn right on E Perry Street.
3. Turn left onto US-127N/N Main St.
4. Arrive at site.
5. The coordinates for the site are $38^{\circ} 37^{\prime} 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ West longitude.


Prepared by:
Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369

Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

## OPTION AND LEASE AGREEMENT

TIIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Comett Family Trust, c/o Georgetta Cornett, trustee, having a mailing address of P.O. Box 834. Flindman, KY 41822 ("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

L.andlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit I, together with all rights and privileges arising in connection therewith, located at Hwy 127 N 7820 , Owenton, KY 40359 , in the County of Owen, 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 lollows:

## 1. OPTIONTO LEASE.

(a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Propetty containing approximately 10,000 square feet including the air space above such ground space, as described on attached Exhibit I (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 engincering 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 otherwisc 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 Usc. 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 The within forty five (45) business days of the Effective Date. The Option will be for an mmial terin of one (1) year commencing on the Effective Date (the "lnitial Option Term") and may be renewed by 「enant for an additional one (l) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."
(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinaller defincd) 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 Terin 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 thar 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.

## 3. TERM.

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth ( $5^{\text {th }}$ ) 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) Conmencing on the first day of the month following the date that Tenant commences consiruction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the lifth ( $5^{\text {th }}$ ) day of each calendar month in advance (the "Kent"), 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 fonwarded 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 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 'Ienant'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 Govemment Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for I'enant's Permitted Use under this Agreement and agrecs 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 Tenani'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 thiry (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 tille 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 mo 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 b) Tenant under any termination provision cuntained in any other Section of this Agreement, including the following: 5 Approvals, 6 (a) Termination, $6(b)$ Termination, $6(\mathrm{c})$ Termination, $6(\mathrm{~d})$ Termination, $11(\mathrm{~d})$ 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 nrotection of up to per occurrence and general aggregate, based on Insurance Services Office (ISO) Form CG 00 U1 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 Agreeınent, 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 setle 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 hereafler 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 II(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, forleitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
(c) The indemnifications of this Section 11 specifically include reasonable costs. expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.
12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request. Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty,___ per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.
13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will. to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two-foot below grade. Notwithstanding the foregoing. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

## 14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted, L.andlord will maintain and repair the Property and access thereto and all areas of the Premises where Temant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage trom the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.
(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilitics 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 uility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines. wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request. Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

## 15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) nonpayment of Rent if such Rent remains unpaid for more than thirty ( 30 ) days after written notice from Landiord of such failure to pay: or (ii) Tenant's failure to perform any other term or condition under this Agreement within fory-five (45) days afier 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 equily.
(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 twentyfour (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) L.andlord'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 Landord 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, sell or transfer its interest under this Agreement, in whole or part. without Landord's consent. to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least or (c) any entity that acquires all or substantiall) all of the Tenant's assets in the market as defmed by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance. liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.
17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and reccived. refused or relurned 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 HK YLo1218; Cell Site Name: Stewan Ridge (KY)
Fixed Assel Nu.: 13800819
575 Morusgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC<br>Attn: Legal Department<br>Re: Cell Site \#K YL01218; Cell Site Name: Stewart Ridge (KY)<br>Fixed Asset No.: 13800819<br>208 S. Akard Street<br>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: $\quad$ Robert Everidge \& Georgetta Cornett
P.O. Box 834

Hindman, KY 41822

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 \#KYL01218; Cell Site Name: Stewart Ridge (KY)
Fixed Asset No: 13800819
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 A \& 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 communicstions 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, Landiord 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 inmediately 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 fiffeen (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, constilute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
(g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
(h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods: (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
(i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
(j) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
(k) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.
(1) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
(m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.
(n) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN any way connected with this agreement or the transactions it contemplates.
[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]

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

## "LANDLORD"

Comett Family Trust
By: yempinter Redraft
Print Name: Georgetta Cornett
Its: Trustee
Date: $2-27-17$

## LANDLORD ACKNOWLEDGMENT

## STATE OF KENTUCKY)

cOUNTY OF GWEN:
On the $27^{\text {th }}$ day of February ) ss:
$\qquad$ , 2017 before me, personally appeared Georgetta Cornett, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public:
tonatinten - -xoporne
My Commission Expires:

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


Print Nape- Bryan Coleman
Its: Arp Manager Network Engineering Gulf States/TNKY Site Acquisition
Date:


## TENANT ACKNOWLEDGMENT

STATE OF $\Lambda$ IABAMA )
) ss :
COUNTY OF JEFFERSON )
On the $\square$ day of $\square$ day of $-1 \times C_{8}$ 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.


## EXHIBIT 1

## DESCRIPTION OF PREMISES

Page _1__of_6_
 Trust, c/o Georgetta Comett, trustee, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows: DB 236, Pg 99

## No, One:

A house and lot located in the City of Owenton, Owen County, Kenlucky, more particulurly described as follows:

Lol No. 5 in the High Lawn Addition in the City of Owenton, Owen County, Kentucky, fronting on the Owenton and Sweet Owen Pike 50 feet and rinsing back a distance of 125 feel. For further description of the plat of High Luwn Addition to the City of Owealon, Kentucky, recorded in Decd Book 63, puge 85, Owen County Clerk's Office

The above description is subjeel to two deeds alternating the line berween this lot and the lot of Faye Duvall.

Being the same property conveyed by Deed dated 13 Novernber 1980, as appears of recard in Deed Book 143 page 306 in the records of the Olfice of the Owen

County Court Clerk.

## Na . Tum:

A parcel of real equate (located in Owen County, Kentucky) to wit: A parcel of real esule situmed on the south side of Stewant Rudge Road about one quanet mile cast of is inkersection with Highway 127 and about cight miles nearth of Otpenton, Owen County, Kennucky, being further bounded and described as follows;

Bepinnigr al a point it the conter of Sicwar Ridge Road comex to Leidon Stewarh reeorded in Deed Book 111, page 435, a winness fron pla bean S 645 W 25.00 feet, thence with the mean center of yroresoid Stewar Ridge Road fousteen ralls, $S 7159 \mathrm{~W} 135.84$ feet, S 6855 W 318.72 feel , S 7306 W 114.13 fect, S 7934 W 110.47 feet, $S 8524 \mathrm{~W} 436.02$ fect, S 8919 W 79.82 feet. N 8300 W 70.28 feet, N 7359 W 70.14 feet, N 6755 W 130.82 fect, N 7459 W 74.41 feel, N 8731 W 61.33 feet, S 7923 W 77.78 fect S 7153 W 559.40 feel, S 7641 W 125.29 feel, corner to Charlie Cornell, rocorded in Deed Book 149, page 342, thence leaving aforesald rond with Comen aix calls; S 600 W 30.00 feet to un iron pin, S 8234 E 337.95 feat to an iron pin, S 915 W 909.73 feet to an iron pin, S 8253 E 1422.43 feet to a post, N 947 E 192.14 feet to a post, S BJ 50 E 290.72 feet to a post, cormer wo Lendon Stewar, recorded In Deed Book 118, pabe 85, Uience with Lendur Stewart two parcels N 645 E 1388.91 reed to the point of beginning cantaining 51.42 ecres of hand more or less excepl Siewart Ridge Road right of way ( 30.0 feet south of center) conlaining about 1.62 ucres of land more or less, being 49,80 net acres of land more or tess. All recondy mentioned are retorded in the Owen County Clerk's Office. All iron pins mentioned are $1 / 2$ ineh by 24 inches lang rebuta with o one inch diameler plasiic cap marked RLS 819.

Being the same property conveyed by Dead daled 30 April 1986 as appears If recurd in Deed Book 152, page 551, in the Oflice of the Clerì of the Owen Sountr Cour.

## No. Therer

That ccrain boundary of land lying and being in Owen Counly, Kenlucky, and described thus:

Beginning in the center of the Owenton and Georgelown Pike, comer to M. L. Vallandingham, thence S 2 W 267 poles to a stone in a branch in H. C. Vallndingham line, thence with said line, $\mathrm{S} 39 \mathrm{E} 31 / 2$ poles to the center of the creck corner to H. C. Vallardingham, theace down the creck, with its meanders $\mathrm{S} 5 \mathrm{~V} / 2 \mathrm{~W}$ 22 poles; S 46 W 64 poles, S 38 I/2 W 12 poles to a stone comer to H. C. Vallmadiagham, thence S 53 IV E 2810 poles 10 a stane comer to H. C Vallandingham, thence $S 33 \mathrm{w} 8 \mathrm{I} / 2$ poles to a stone comer io J. N. Beck, thence S 47 E 37 poles to a white oak stump on the ridge conner to Beck, thence N 30 E 7 2/10 poles to a stone comer to Beck, thence 47 I/ E 37 4/10 poles to a stone comer to Beck, thence N 63 l/2 E 32 poles to a stone comes to Jenkins, thence $1411 / 2 \mathrm{~W} 47$ 210 poles 10 a stone, thence $N 54 \Omega \mathrm{E} 21 / 2$ poles to a sione, thence N 60 I I E 16 poles to estone comer to Lon Jones, thence N $45 \mathrm{~W} 31 / 2$ poles to the center of the
branch thenee up the branch with its meanders N 50 E 20 poles, $N$ b4 E 29 I2 poles; $\mathrm{N} 14 \mathrm{I} / 2 \mathrm{E} 2 \mathrm{~B}$ poles, $\mathrm{N} 41 / 2 \mathrm{E} 41$ poles to a amall white ork in the branch, thence N 51 V2 E 28 U2 poles, N 1712 E $358 / 10$ poles to a large elm in the Riddle line comer to Jecobs, bence $N 77 W 5$ VI poles to a stone comer to Riddle, thence N 2 E 64 poles to a stone comer to Riddle. thence N 21 1/2 W 50 poles to the center of the pilie comer to Riddle, thence with the pike S 49 W 16 poles, $\mathrm{S} 7812 \mathrm{~W} 181 / 2$ poles, S 77 W 14 poles, to the heginning, conlaining 120 acres, I rood and 5 poles.

Execpriag the parcel containing 12.29 acres which was conveyed to the Onen Counly Board of Education in Dead Book 112, page 126, Owen Counly Clerk'y Office.

Being the sarse propery conveyed by Deed dated is Navember 1978, as appears of record in Deed Book 139. page 53, in the office of the clerk aforesild. (The 1979 tobacco alloment, and landiond's interen in the carryoser lobaceo from 1978 was also conseyed by utis Deed which also contains a recital of an undernanding thet the Owen County Boasd of Educulion has the obligation to build the permanen fence between tie ubove farm and the pariel it purelused from said fann.)

## Lis. Forr

A parcel of real esture situated on the West side of Roland Avenue, in the City of Owenton, Owen Country, Keancky, being liuther boundeal and dacribed ns follows:

Commenciry ot an irun pin set on the west nde of ofour foot wide side swalk. obow 20 foel to the ectuce of Rolend Avenue, cormer to Dorman L. Cull, of record in Deed Book 174, pogr 165, and Grantor, thence with the noth line of Cull and the south side of Orantor, privale filteen foor wide drive, N 76-22-11 W 255.806 feet to a iman pin she, The True place of Beginning of hercinster decreribed parcel of real estate:

Thence with the wen tine of Doimpon L. Cull, $513^{\circ}$ of $34^{-}$W 83.000 feet to a tron pin set by a poss in the line of Thomas L. MeDonjud, of tecond in Deed Book IT2, page 687, Thence with McDanald line, $N 76^{\circ} 10^{\circ} 23^{\prime \prime}$ W 631.722 feet to a elgheen inch
 record in Deed Doak 97, page 44G, Thence with Greare, N $81^{\circ} 0752^{* *}$ W 331.881 feel to a iras Pin xet by a Maple, $\mathrm{N} 78^{\circ} 53^{\circ} 13^{\circ} \mathrm{W}$ 4 12.513 feet 10 a iron pin sel, $\mathrm{N} 81^{\circ} 26^{\prime}$
 found, corme: to Churlea Willinns, of recond in Deed Book 169, page 56, Thence with Williams $N 80^{\circ} 35^{\prime} 51^{\circ} \mathrm{W} 173.79$ feet crassing a branch to a thelve inch Ash on sowh side of sume, a witness comer lonn pin found, bears $S$ sa-35-51 E 2.50 feet $\mathrm{N} 39^{\circ} 06$ $14^{*}$ W $40 . \mathrm{I}^{13}$ feer along the south side of branch to a iron pin founs, $\mathrm{N} 81^{*} 20^{3} 36^{\circ} \mathrm{W}$ 208.87 feet to a iren pin fourd on the side of a hill in the line of Kotherine Strode, of record in Deed Book 186, pape 309, Thence with the Strode line, $N$ 10 $30^{\circ} 09^{\circ} \varepsilon$ 221.426 feel crossing a branch to a iron pin on the north gide of aunce, down, on narth side of braxch uith ald fence, $N 60^{\circ} 19^{\circ} 25^{\prime \prime} \mathrm{W} 248.41+$ feet to a iron pin ex by a twenly inch Mople, $N 76^{\circ}$ O1' $19^{\circ}$ W 251.393 feet wa iron pln sei by a finken inch Mapte. 5
$74^{\circ} 24^{\prime} 53^{\prime \prime}$ W 190.713 fect crossing a branch to a tron pin sel by a roted oft post on south side of same, down, on south side or branch, $\mathrm{N} 56^{\circ} 10^{\prime} 39^{\circ} \mathrm{W} 231.801$ feet to a iron pin set by a twenty-four inch Ash, N $11^{\circ} 50^{\circ} 01^{\prime \prime} \mathrm{E} 95.062$ feet erossing a branch to a lron pin set by a thirty inth Walnut on north side of sume, down on nort side of branch, $\mathrm{N} 58^{\circ} 34^{\prime} 30^{*}$ W 114.167 feet to a iron pin set by a roted off post, N $37^{\circ} 17^{\prime \prime} 17^{\prime \prime}$ W 306.064 feel to a iron pin sel by a post, $\mathrm{N} 53^{\circ} 56^{\prime} 25^{\prime \prime}$ IV 203.604 feet to the center of a branch, a witness comer iron pin set bears, $S 53-56-25$ E 18.00 feet, comer to Floyd Stewart, Jr., of recond in Deed Book 125, page 227, Thence with Stewart line down center of branch meander, $\mathrm{N} 20^{\circ} 01^{\prime} 09^{\prime \prime} \mathrm{W} 99.647$ feel, $\mathrm{N} 65^{\circ} 18^{\prime} 37^{\prime \prime} \mathrm{W} 82.312$ feeh, N $5^{\circ} 36^{\prime} 09^{\prime \prime} \mathrm{W} 99.969$ fect, $\mathrm{N} 55^{\circ} 58^{\circ} 43^{\prime \prime} \mathrm{W} 61.305$ feel, $\mathrm{N} 3^{\circ} 42^{\prime} 37^{\prime \prime} \mathrm{E} 224.543$ feat, N $28^{\circ} 46^{\prime} 11^{\prime \prime W} \mathrm{~W} 145.395$ fect, N $13^{\circ} 35^{\prime} 58^{\prime \prime} \mathrm{W} 263.621$ feel corner to Garroll L. Shryock. of record in Deed Book 145, page 218, a winess comer iron pin set bears, $\mathrm{N} 78-02-28 \mathrm{E}$ 16.5 fees, Thence leaving branch with Shryock line and oid fance on southerly side of another trunch, $\mathrm{N} 78^{4} 02^{\prime 2} 28^{\prime \prime} \mathrm{E} 355.413$ fect to a irm pin set by a posth W $89^{\circ} 22^{\prime \prime} 57^{\prime \prime} \mathrm{E}$ 181.011 feet to a iron pin sel by a part, N $16^{\circ} 23^{\prime} 18^{\circ}$ E 50.895 feet crossing at branch to a tron pla set by a past on the north side of tame, up branch on north side with fence, $S$ $70^{\circ} 26^{\prime} 31^{\prime \prime}$ E 181.201 feet to a iron pin sel by a twenty inch wainut, $S 77^{\circ} 51^{\prime} 06^{\prime \prime} \mathrm{E}$ 173.092 feet to a iron pin sel by a cluster of Hickorics, $575^{\circ} 42^{\prime} 56^{\prime \prime}$ E 357.343 feet to a iron pin see by a twenty inch Walnut, $N 83^{\circ} 38^{\prime \prime} 36^{\prime \prime}$ E 248.063 feel to a iron pin sel by a uriple Oak, $582^{\circ} 47^{\prime} 00^{\prime \prime}$ E 28.451 feet to a iron pin set by a eigbteen inch Oak, $\mathrm{S} 69^{\circ} 26^{\circ}$ $17^{\prime \prime}$ E 265.764 feet to a iron pin set by o twenty-four inch Walnut, in the line of E. B. Shryock, of record in Deed Book B9, paye 165, and Deed Bock 106, puge 545, Thence with E. B. Shryock line, $\$ 8^{\circ} 19^{\circ} 26^{\prime \prime}$ W 335.850 feet crossing a branch 10 a iron pln set by monat near top of ridge, $\mathrm{S} 78^{\circ} 08^{\prime} 04^{\prime \prime} \mathrm{E} 507$. I 89 fect to a lron pin set by a post near top of ridge, $\mathrm{S} 42^{\prime \prime} 39^{\circ} 07^{\prime \prime} \mathrm{E}$. $\mathbf{3 9 9 . 4 5 1}$ feet to a iron pin set by a post near top of ridge, $S$ $47^{\circ} 20^{\prime} 58^{\prime \prime}$ E 668.658 feet to a iron pin sel hy a thirty ineh Walnut mear top of ridge, $S$ $71^{\circ} 33^{\prime} 09^{\prime \prime} \mathrm{E} 570.307$ fect to a iron pin set by a posi ncar lup of ridyc, $N{ }^{\circ} 9^{\circ} 45^{\circ} 42^{\prime \prime} \mathrm{E}$ 575.623 feal, crossing a branch to a iron pin sel by a post on riduc, $S 81^{\circ} 54^{\prime} 48^{\prime \prime} \mathrm{E}$
 pin sel by a owin Hickory, $\$ 74^{\circ} 38^{\prime} 19^{-5}$ E 165.552 fect to a trou pin sel by a twin Walith, $587^{\circ} 55^{\prime} 28^{\prime \prime}$ E 169.910 fect erossing a braneh to a iron pin set on casterly side of samee, eoroer to A. C. Sparsaw Jr, of record in Deed Buok 102, page 360 and Deed Book 105, page 257. Thence with Sparrow line, S $80^{\circ} 54^{\prime} 20^{\prime \prime} \mathrm{E} 523.186$ feet to a tron pin eet by a post on Westerly bank of bmach, with wame, $S$ S $4^{\circ} 49^{\prime \prime} 38^{\prime \prime} E 48.251$ feel to a
 E 83.642 fert to a eigheen inch Hockberty, $S 52^{\circ} 00^{\circ} 13^{4 \prime} \mathrm{P} 188.580$ feet to a iron pin set by a rotted off post, S $43^{\circ} 10^{\circ} 55^{\circ} \mathrm{E} 53.401$ feet to a Ien inch Hackberry, S $18^{\circ} 42^{\prime} 17^{\prime \prime} \mathrm{E}$ 113.657 feet to a iron pin set by a eighteen inch Locusi, $578^{\circ} 59^{\circ} 02^{\prime \prime}$ E 13.151 feet crossing a branch to a irun pin set east side of hollow, comer to Charles C. Gurdon, of tecord in Deed Book 136, page 552, Thence up enst side of holluw with Gurtod, S $2^{\circ}$ $20^{\prime} 10^{\circ}$ E 203.374 feel to a iroin pin set, cumer to Richard Construcilon, Inc., of record in Deed Book 157, puge 252, Thence with Richardson line of cast stde of hollow, S 8" 42 ' $50^{\prime \prime}$ E 110.000 feet to a comer in a Pond, a witress comer iron pla benrs $580-05-31 \mathrm{E}$ 19.255 feet, S $80^{\circ} 05^{\prime} 31^{\prime \prime} \mathrm{E} 290.000$ feet to a iron pin set aboul twenty feet from center of Roland Avenue. Thence with a line about twenly fect west from center and paralle) with Roland Avenue center, S J 3' 00' $34^{\prime \prime}$ W 45.000 feet, comer to Oladys Aramblent

Lot, Heirs, of record in Deed Book 107, page 325, Thence with samo N $76^{\circ} 22^{\prime} 41^{\prime \prime} \mathrm{W}$ 111.023 (fort) to a iron pin sec. Thence a new division line through the land of Oladys Bromblett beirs, of record in Deed Boak 107, page 325, N 82-55.26 W 145.554 feet to a iron pin weh. Therce with line of gaid lot, S $13^{\circ} 00^{\circ} 34^{4} \mathrm{~W} 48.406$ feel to e iron pin seh the northwest conter of aforementioned Grantor, fifeen foot wide private drive, Thence with west alde of same, $S 13^{\circ} 00^{\prime} 34^{\circ} \mathrm{W} 15.000$ leet to the Place of Beginning. Contalning 132.18 acres of land more or leas, Subject to all Rights of Ways, Earements of record and in existence. Also all interest, rights and title of Oraniors to the approximate tweity foot wide strip of land lying west of the eenter of Roland Avenue. Iron pins set this survey are one half inch diameler re-bars, twenly-four inches long wilh cap marked RLS 819.

Being the same property conveyed by Deed dated 26 Octuber 1998, as appears of record in Deed Book 189, page 175, in the records of the Clesk aforessid.

## No. Fixe:

Thuee adjoining tracts of land lacaled on Ure Owenton and Spasia Pike la Owen Counly, Kealucky, and desuribed as follows:

FIRST 'TRACT: Beginning at a stone corner with the Old Gran Gancti Furm; thence $S 88$ E 159 poles to the cenier of the pike; thence whth sance $\mathcal{N} \mid 1 / 2$ E 49.5 poles to a atone; Utence N 88 W 155.3 poles to a stone; ibence S 2 E 47.6 poles to the heginning containing 47 ecres, 2 roods and 14 poles, more or less.

SECOND TRACT: Beginning at a store counter to R. S. Hond land; thente N 2 E 58 poles to a slare comer to J. L. Oaines' tract of land; thence S 88 E 143 poles to o ntonc; S 2 E 136.6 poles to a stone; thence $\mathrm{N} 51 / 2 \mathrm{E} 9$ polcs; $\mathrm{S}: 1 / 2 \mathrm{~W} 30.7$ poles; thenes S 88 W $153 / 4$ poles to the beginuing, contulning 53 aeres, 2 roods and 3 poles, more or lass.

THIRD TRACT: Condists uf heo sumill trocts lying an the mid Owentun and Spars Pite bounded on the west by the lands al' J. L. Caines (lately J R. Thomas tract of land) on the censt by the said tumpike and contains one (1) acere.

A burley tobacco basie ullntment of 4,043 pounds (bosed on the 1983 quata) is transferred with the farm, and the parties will sigu all the necestary papers at tho A.S.C. uflice for the tranufer.

The labueco sticks located on the farm go with the from to the Paty of the Wecond Part.

All rent from tha two trilers hereafter diue shall go to tho Party of the Second Park
EXCEPTIONS: The above descripilon of the propery is subject to the following exceptions:

1. 1.02 acre trace sold to Gene Ray Stivers and Carol Stivers recorded in Deed Brok 133. page 517.
2.33 of an uere sold to Glenra Maddux recorded in Dect Hook 146, page 151.
2. 1.6 acre trate sold to Kentucky Uilitica reconJed in Deed Dook 98, pape 91.
3. All easements of record.

BERNO 7HE SAME LAND conveycd by Deed dated 11 Ocrober 1983 us appears of record in Deed Book 148, page 107, in the records of the Clexk aforesnid.

## No. Six:

Two adjoining tracts of land in Owen County, Kentucky on the woters of Bruch Creck and described as followis:

Tract 1: Commencing al a syemore tree in Bond's Branch, thence up the same with its meanders N 79 W 14 poles, S B8 W 18 poles, N 86 W $292 / 10$ poles, N 75 W 26 poles, S 88 W 20 poles, N $681 / 2 \mathrm{~W} 48 / 10$ poles, N 62 W 18 poles to the center of Bond's Brench Road, thenco with said raad N 43 I/2 W 5I, N 65 W 37 \&/IO pales to a stonc al a walnul tree at Oaines; gate on the West side of the Sparta tumpike road from which a large black wainut tree bears N 65 W distance an rod, N $31 / 2 \mathrm{E} T 71 / 2$ poles to a stone in L. D. Cummack line, thence with his line S $87 / 12 \mathrm{E}$ 109 poles 100 stone comer to sald Cammack, thence with another of his lines S 3 $1 / 2 \mathrm{~W} 54$ poles to a stone comer to said Cammack, thenee with another of his lines S 88 E 87 poles to a snone comer to sold Cummack, thence with another of his lines $2 \sqrt{2}$ E $113 / 10$ polcs to a stone comer to said Cammack, thence with wather of hil liacs N 87 V2 E 17 poles to a small black ash sopling in E. Stewart's line, therce with mild Stewart's line 9 I W 79 I/2 poles to a stone conter to mid Stewart, thence with tis line S 87 I/2 E 64 1/2 poles to a stone in Bund Branch road, thence wilh suld road $\mathrm{S} 83 \mathrm{I} / 2 \mathrm{~W} 40$ poles $\$ 66 \mathrm{~W} 36$ poles, N 85 W 12 poles to the begianing. containing ono hundred, thirty-four acres and iwo roods, more or less.

Tract 2: A small tract ul land adjoining the above lracl and deweribed thus: $\Lambda$ small tract of land on the South West comer of said Elishu Steuarts farm and eut off by a small branch Jying on west side and joining the lands of said Cluak Crouch on the east.

EXCEFTIOhiS: There is excepred from the above-deseribed property the following tracts:
(1) 1,0633 seres conveyed to W . J. Wheeler and Marietta Wheeler from Ams Jock son, el al, by deed dared Jure 30, 1978, and recofded in Ieed Dook 137, puge 85 in the Owen Counly Clerk's Ollice.
(2) 0.4 acres conveycd to Adule Sue Toole from Ama Jackson by deed dated May 12, 1978 and recorded in Deed Book 136, page 470 In the Owen County Clak's Omfe.
(3) 200 feet by 00 feot for conveyed tu Sam Toole from Ams Jucksan, ol al, by deed deted April 3. 1975 and recorded in Deed Buole 135, page 495 In the Oiven County Clerk's Ollice.

BEING THE SAME LAND conveyed by Deed tated 5 Junc 1984 as uppeury or record in Deed Dook 149, page 342, in the offiee of the clerk afuresaid.

Being the same proporty conveyed by Clarlio Cornett nod Georgette Cornett, his wife, to Gearselis Cornett, Trustee of the Charlie Coruett Revacable Trusi dated 4 December 1997, and Ler Suecesiora in Trust, hy Quitclaim Deed dated Deceniber 2, 2005, and of record in Deed Doak 216, Poge 580, of the records of the Owen County Clerk's Ofliee.

N-argitc Camunt

## 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]

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.


## MEMORANDUM OF LEASE

Prepared by:<br>Blue Wave Deployment<br>Lisa Crammer<br>13804 Lake Point Circle, Unit 101<br>Louisville, KY 40223

## Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324
Re: Cell Site \#K YLO1218; Cell Site Name: Stewart Ridge
Fixed Asset \#13800819
State:Kentucky
County:Owen

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 18 day of $1 /\{40 \mathrm{~V}, 2017$, by and between Cornett Family Trust. c/o Gcorgetta Cornett, trustee, having a mailing address of P.O. Box 834, Hindman, KY 41822 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the $1 S$ day of 1 llic $\quad$, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

## "LANDLORD"

Cornett Family Trust

Print Name: Georgetta Comett
Its: _- Trustee
Date: $22-272$

## LANDLORD ACKNOWLEDGMENT

## STATE OF KENTUCKY)

(v ort) ss:
COUNTY OF GOES
On the $27^{\text {th }}$ day of Folorucyry, 2017 before me, personally appeared Georgette Comett, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in hisher stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

Notary Pubic: Countanie e. Dobpoux
My Commission Expires: $\qquad$
"TENANT"
New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT\&T Mobility Corporation


By: $\frac{1}{\text { Print }}$
Its: Area/Manager Network Engineering Gulf States/TNKYSite Acquisition
Date:


## TENANT ACKNOWLEDGMENT



On the 18 day of, 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.


## EXHIBIT 1

## DESCRIPTION OF PREMISES

Page _1_ of _6_
to the Memorandum of Lease dated $\qquad$ 2017, by and between Cornett Family Trust, c/o Georgetta Cornett, trustee, as Landlord, and New flngular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows: DB 236, Pg 99

No. One:
A house and lot located in the City of Owenton, Owen County, Kentucky, more particularly described as follows:

Lot No. 5 in the High Lawn Addition in the City of Owenton, Owen Comply, Kentucky, fronting on the Owenton and Sweet Owen Pike 50 feet and running back a distance of 125 feet. For further description of the plat of High Lawn Addition to the City of Owenton, Kentucky, recorded in Deed Book 63, page 85, Owen County Clerk's Omice

The above description is subject to two deeds alternating the line between this lot and the lot of Faye Dual.

Being the same property conveyed by Deed dated 13 November 1980, as appears of record in Deed Book 143 page 306 in the records of the Office of the Owen

County Court Clerk.

## $\mathrm{No}, \mathrm{Tup}$

A parcel of real estate (located in Owen Cunts, Kentucky) to wit: $\AA$ parcel of real estate situated on the south side of Stewart Ridge Road about one quarter anile east of its intersection with Highway 127 and about eight miles north of Owenton. Owen Country, Kentucky, being further bounded and described as fallows:

Beginning al a point in de center of Stewart Ridge Road comes to Landon Sicuart, recorded In Decd Book 111, page 435, a witness Lon pin bears $\$ 645$ WV 25.00 feet, thence with the mean center of aforesaid Stewart Ridge Road founeen calls; S 7159 W 135.84 feet, S 6855 W 318.72 feet, S 7300 W 114.13 feet, 57934 W 110.47 feet, 58524 W 436.02 fecit. $S 8919 \mathrm{~W} 79.82$ feet, N 8300 W 70.28 feet, N 7359 W 70.14 feet, $\mathrm{N} 6755 \mathrm{~W} 130 . \mathrm{B2}$ feet, N 7459 W 74.41 feet, N 8731 W 61.33 feet, S 7923 W 77.78 feet, S 7153 W 559.40 feer, 57641 W 125.29 feel, comer to Charlie Comer, recorded in Deed Book 149, page 342, thence leaving aforesaid road with Conrett six culls; S 6 VG W 30.00 feet to an iron pin, 58234 E 537.95 feet to an iron plo, S 915 W 909.71 feet to an iron pin, S 8253 E 1422.43 feel to a post N 947 E 192.14 feet to a post, 58350 E 290.72 feet to a post, comer to Lennon Stewart, recorded in Deed Book 118, just 85, thence with Lenten Stewart two parcels $N 645$ E 1388.91 feet to the point of beginning containing 51.42 acres of land more or less except Stewart Ridge Road right of way ( 30.0 feet south of center) conialaing about 1.62 acres of lond mare or less, being 4980 nct acres of land mare or less. All records mentioned are recorded in the Owen County Clerk's Office. All iron pins mentioned are $1 / 2$ inch by 24 inches long re-bars with a one inch diameter plastic cap marked RLS 819 .

Being the same property conveyed by Deed dated 30 April 1986 as appears if record in Deed Book 15?, page 551, in the Office of the Clerk of the Owen county Cur.

## No. Thrsc:

That certain boundary of land lying and beins in Owen Counly. Kentucky, und described thus:

Beginning in the center of the Owenton and Georgetown Pike, comer to M. L. Vallandingham, urence S 2 W 267 poles to a stone in a brunch in H. C. Vallandingham line, thence with said line, S 39 E $31 / 2$ poles to the center of the creek comer to H . C. Vallandingham, thence down the creck, with its meanders S 5 l 2 W 22 poles; \$ 46 W 64 poles, S 38 IN W 12 poles to a stone comer to $\mathrm{H} . \mathrm{C}$. Vallandingham, thence S 53 V2 E $28 / 10$ poles to a stome comer to II. C Vollandinghem, thence S 33 W \& 12 poles to a stone comer to J. N. Beck, thence $S 47$ E 37 poles to a white oak stump on the ridge comer to Beck, thence N 30 E 7 I/10 poles to a stone comer to Beck, thence 47 I/2 E 37 4/10 poleg to a stone comer to Beck, thence N 63 I/2 E 32 poles to a stone comer to Jenkins, thence N $31 / 1 / 2 \mathrm{~W} 47$ $2 / 10$ poles to a stone, thence $\mathrm{N} 54 / 2 \mathrm{E} 21 \mathrm{l} / 2$ poles to a stone, thence $\mathrm{N} 60 \mathrm{I} / 2 \mathrm{E} 16$ poles to a stone comer to Lon Jones, dhedee N $45 \mathrm{~W} 31 / 2$ poles to the ecnter of the

Grareh thence up the branelh with its meanders N 50 E 20 poics, N G E $29 \mathrm{~V} / 2$ poles; $\mathrm{N} 141 / 2 \mathrm{E} 28$ poles, $\mathrm{N} 41 / 2 \mathrm{E} 41$ poles to $n$ sinall white oak in the hranch, thence N 51 V2 E 28 IV poles, $N$ 17 I/ E: $358 / 10$ poles to a large elm in the Riudte line comer to Jucoby, thence $N 77$ W $5 \mathrm{~V} / 2$ poles to a stione comer to Riddle, thence $N 2$ E 64 poles to a stone cumer to Riddle, thence N 21 I 2 W 50 poles to the cen:cr of the pike cumer to Riddle, wence with the pike S 49 W 16 poles, S 78 V W $18 \mathrm{l} / 2$ poles, S 77 W 14 poles, to the beginninge, containing 120 ueres, 1 rood and 5 poles.

Execpting the pareel contrining 12.29 acres which was conveyed to the Owen Counly Band of Educalion in Deed Book 112, page 126, Owen Counly Clert's Office.

Bcing the aume propery conveycd by Deed duted is November 1978, as appears of record in Deed Book 139, page 53, in the office of the clerk woresald. (The 1979 tobseco alloteneat, and landlard's interest in the carrywer tobacco from 1978 was also conveyed by this Deed which also contuins u recital of an understanding that the Owen County Board of Eduction thas the obligation to build the penmavent fence belween the above farm and the parcel it purchased from said form.)

## N. Forr:

A parcel of real estate sineoted on the Wess side of Rotand Avenue, in the Ciy of Owenton. Oren County, Kenrucky, being further bounded and described as follous:

Commencing at an iron pio set on the west side ofo four foot wide side walk, about 20 feet to the center of Roland Avenuc, comer to Dommen L. Cull, of record in Deed Book 174, page 165, and Grantor, thence with the north line of Cull ond the south side of Granor, privale fifteen foot wide drive, N 76-22-11 W 255.806 feet 10 a iron pin set, The True place of BeLluning of hereinefter desribed parel of real estanc:

Thence with the west line of Dorman L. Cull, $513^{\circ} 00^{\circ} 34^{\prime \prime} \mathrm{W}$ B3.000 feat to a tran pinses by a post in the line of Thomas L McDonald, of reeord in Deed Book 172. pase 687, Theoce with McDonald line, $N 70^{\circ} 10^{\prime} 23^{\prime \prime}$ W 631.722 Sest 10 a eighteen incb Ash $\mathrm{S} 29^{\circ} 56^{6} 38^{*} \mathrm{~W} 446.462$ feet to a iron pin fourd, in the line of Bervice Greene, of record in Deed Book 97, poge 446, Thence widh Greane, N $81^{\circ} 0752^{\circ}$ W 311.881 Feel to a iron Pin sea by a Mople, $\mathrm{N} 78^{\circ} 53^{\circ} 13^{\prime \prime} \mathrm{W} 412.513$ foct to a tron pin sel, $\mathrm{N} 81^{\circ} 26^{\prime}$ $20^{\circ}$ W/ 358.130 feed tan iran pin $2 e t$, $\mathrm{N} 82^{\circ}$ 17 $39^{\circ}$ iv 1278,932 feet to an iran pin found, comer to Charles Williams, of record in Deed Book 169, page 56. Thence with Williams $N 80^{\circ} 35^{\prime} 51^{\circ} \mathrm{W} 173.79$ fere crossiog a banch to a turelve inct Ash on soulh side of enme, a wilness comer iron pin found, bean $580-35-51$ E 2.50 feeth $N 39^{\circ} 06^{\prime}$ $14^{-} \mathrm{W} 40.813$ fee along the south side of branch to a iron pin found, N 81 $20^{\circ} 36^{\circ} \mathrm{W}$ 208.87 feet to a iron pln found on the side of a hill in the line of Kolherine Strade, of record in Deed Book 186, page 309, Thence with the Strode line, $\mathrm{N} 10^{\circ}$ 39' $08^{\circ} \mathrm{E}$ 221.426 [eel crossing a branch to a iron pin on the north side of same, down, on north side of brach with odd feace, $N 60^{\circ} 19^{\prime} 25^{\circ}$ W 248.414 feel to a iren pin sel by a luenty

$74^{\circ} 24^{\prime} 53^{\prime \prime} \mathrm{W} 190.713$ fect crossing a branch to a iron pin sat by a roted off post on south side of same, down, on south side of branch, N $56^{\circ} 10^{\prime} 39^{\prime \prime}$ W 231.801 feet to a iron pin set by a twenty-four inch $A 5 h, N 11^{\circ} 50^{\prime} 01^{\prime \prime} \mathrm{E} 95.042$ feet crossing a branch to a lron pin sel by a thirty inch Walnut on north side of same, down on narth side of branch, $\mathrm{N} 58^{\circ} 34^{\prime} 30^{\prime \prime} \mathrm{W} 114.167$ feet to a tron pinsel by a roted off post, $\mathrm{N} 37^{\circ} 17^{\prime} 17^{\prime \prime}$ W 306.064 feel to a iron pin set by a pest, $N 53^{\circ} 56^{\prime} 25^{\prime \prime} \mathrm{W} 203.604$ feet to the center of a branch, a witness comer iron pin set bears, S 53-56-25 E 18.00 feeh, comer to Floyd Stewart, lr, of record in Deed Book 125, page 227, Thenee with Slewart line down center of branoh meander, $\mathrm{N} 20^{\circ} 01^{\prime} 09^{\prime \prime} \mathrm{W} 99.647$ feeh $\mathrm{N} 65^{\circ} 18^{\prime} 37^{\prime \prime} \mathrm{W} 82.312$ fect, N $5^{\circ} 36^{\prime} 09^{\prime \prime} \mathrm{W} 99.969$ 「eet, $\mathrm{N} 55^{\circ} 58^{\prime} 43^{\prime \prime} \mathrm{W} 61.305$ fect, $\mathrm{N} 3^{\circ} 42^{\prime} 37^{\prime \prime} \mathrm{E} 224.543$ feet, N $28^{\circ} 46^{\prime} 11^{\prime \prime}$ W 145.395 fect, $N 13^{\circ} 35^{\prime} 58^{\prime \prime}$ W 263.621 feet corner to Gartoll L. Shryock, of record in Decu Book 145, pege 218, n witness comer ion pin set bears, N 78-02-28 E 16.5 feel, Theace leaving bumeth with Shryock line and old fence on southerly side of anoulicr branch, $\mathrm{N} 78^{\circ} 02^{\prime} 28^{\prime \prime} \mathrm{E} 355.413$ fect to a iron pin sel by a post, W $89^{\circ} 22^{\prime} 57^{\prime \prime} \mathrm{E}$ 181.011 Seet to a iron pin set by a post, $N 16^{\circ} 23^{\prime} 18{ }^{\prime \prime} \mathrm{E} 50.895$ feet crossing n branch to a iron pin set by u post on the north side of sume, up branch on north side witt fence, $S$ $70^{\circ} 26^{\prime} 31^{\prime \prime} \mathrm{E} 181.201$ feet to a iron pin set by a twenty inch walnut, $\mathrm{S} 77^{\circ} 51^{\prime} 06^{\prime \prime} \mathrm{E}$ 173.092 feel to a jron pin sel by a cluster of Hickorics, $575^{\circ} 42^{\prime} 56^{\prime \prime} \mathrm{E} 357.343$ feet to a iron pin sel by o twenty inch Walnut, $\mathrm{N} 83^{\circ} 38^{\prime \prime} 36^{\prime \prime}$ E 248.063 feel to a iron pin set by n triple Oak, S $\mathrm{B}^{20} 47^{\prime} 00^{\prime \prime} \mathrm{E} 28.451$ feet to a iron pin sel by a cighteen inch Onk, $\mathrm{S} 69^{\circ} 26^{\circ}$ $17^{\text {E }}$ E 265.76 feet to a Iron pin set by a (wenty-four inch Wulnut, in the line of E. B. Shryock, of recond in Deed Book R9, page 165, aud Deed Book 106, puge Sils, Theure will E. B. Shryock line, S $8^{\circ} 19^{\prime} 26^{\prime \prime}$ W 335.850 feel crobsing ubranch io a iron pin sel by a post neas top of ridge. S $78^{\circ} 08^{\prime} 0 \mathrm{H}^{\prime \prime} \mathrm{E} 507.189$ fect tu a iron pin sel by a past near
 $47^{\circ} 20^{\prime} 58^{\prime \prime}$ E 658.658 fect to a iron pin sel liy n dirisy ineh Wahnt near top of ridge, $S$ $71^{\circ} 33^{\circ} 09^{\prime \prime} \mathrm{E} 570.307$ teel to a ifun pin sel by a post near fup of ridge, $\mathrm{N} 9^{\circ} 43^{\circ} 42^{\prime \prime}$ I:
 90.156 feet to a iron pin set by utwelve finch $A$ sh. $S 77^{\circ} 26^{\circ} 09^{\prime \prime} \mathrm{E} 171.327$ feel to a iron pin sel by a twin Hickary, $574^{\circ} 38^{\prime} 19^{\prime \prime}$ E 165.552 feel wa ion pin get by a win Walnus $S 87^{\circ} 55^{\prime} 28^{\prime \prime}$ E 169.910 feel crossing a branch to u irna pin set on easterly slde of same, comer to A. C. Sjuntow Jr, of tecord In Deed Buok 102, page 360 and Deed Hook 105. puge 257, Thence with Spartow line, S $80^{\circ}$ S.14 $20^{\prime \prime}$ E 523.18 fees to a lton pin sel by a post on Westerly bank of tomeh, wilh sunec, $\$ 54^{\prime \prime} 4^{\prime \prime} 38^{\prime \prime} \mathrm{E} 48.251$ feel to $n$ twenly inch Mulberry, S $\left.39^{\circ} 03^{\prime} 1\right]^{\prime \prime}$ E 116.214 fee to a fillecn luch Ash, S $26^{\circ} 40^{\prime} 42^{\prime \prime}$ E 83.642 feet to a eighteen inch Hackberry, $S 52^{\circ} 00^{\circ} 13^{\prime \prime}$ E 188.580 fect to a iron pin set by u rolled off post, S $43^{\circ} 10^{\prime} 55^{*} \mathrm{E} 53.401$ feel to a len inch Hackbeiry, S $14^{\circ} 42^{\prime} 17^{\circ} \mathrm{E}$ 113.657 feet to a iron pin set by a eighteen inch Locust, S $78^{\circ} 59^{\prime} 02^{\prime \prime} \mathrm{E} 13.151$ feel crossing a branch to a iran pin ace enst side of hollow, conter to Churles G. Gurdon, of record in Deed Book 176, page 5 52. Thence up enst side of hullow with Gurdon, $\mathrm{S}^{\circ}{ }^{\circ}$ $20^{\prime} 10^{\prime \prime} \mathrm{E}$ 203.374 feet to a iron pin set, comer to Ricinard Construction, Inc., uf record in Deed Brok 157, pabe 252, Thence with Richardson line of east side oflullow, $58^{\circ} 42^{\prime}$ 50" E 110.000 feet to a comer in a Pond, a witness comer iron pin benrs S 80-05-31 E 19.255 feat, $\mathrm{S}^{2} 80^{\circ} 05^{\prime} 31^{\circ} \mathrm{E}$ E 290.000 feet to a iron pin sel oboul wenty feel from center of Roland Avenue. Thence widu in line aboul (wenty feet west from center and gamallel with Roland Avenue center, S $13^{\circ} 00^{\prime} 34^{\prime \prime}$ V 45.000 fees, corner to Oladys Bramblen

101, Heirs, of record in Deed Book 107, page 325, Thence with same N $76^{\circ} 2241^{\circ}$ w 111.023 (feel) 10 a iron pin set. Thence a new division line through the tand of Gladys Brambleth heirs, of record in Deed Book 107, page 325, N 82-55-26 W 145.554 fect to a Iron pinset, Thence with line of suid lot, $513^{\circ} 00^{\circ} 34^{+1} \mathrm{~W} 48.406$ feet to a iron pin set. the northwest comer of nforememtiantd Grantor, fifteen frol wide private drive, Thence with wese side of same, $\mathrm{S} 13^{\circ} 00^{\prime} 34^{\circ} \mathrm{W} 15.000$ fee to the Place of Beginning,
Conaining 132.18 actes of land more or less, Subject to all Rights of Ways, Entements of recond and in existence. Also all interest, rights und titte or Orantors to the approximate tiventy foot wide strip of land lying west of the center of Roland Avenue. Iron pins set this survey are oce half inch diameter re-bars, twenty-four inches long with cap marked RLS 819.

Being the same property conveyed by Deed duled 26 October 1998, 13 appears of recond in Deed Book 189, page 175, in the records of thu Clerk uforesaid.

## No, Five:

Three edjoining treats of Innd focated on the Owenton nud Sparta Pike in Owen Cousty, Keniucky, and deacribed as follows:

FIRST TRACT: Beginaing at a slone oumer with the Old Gran Gamen Farm; thence S 88 E 159 pales to the center of the pike; thence with sane N 1 UR E 49.5 poles to a slone; turace N 88 W 155.3 pules to a slone; thence S 2 E 47.6 poles to the beginuing, containing 47 acres, 2 roods and 14 poles, moro or less.

SECOND TRACT: Beginning at a stone comer to R.S. Hond lard; Ulence N 2 E 58 poles to u atone comer tu J. L. Onines' Iract or land; thenec $S 88$ E 143 poles to a stone; S 2 E 136.6 poles to a stons; Uleate $\mathrm{N} 51 / 2$ E 9 poles; $\mathrm{S} 1 \mathrm{I} / 2 \mathrm{~W} 30.7$ poles; thence $S 88 \mathrm{~W}$ is $3 / 4$ poles tu the beginuing, contuining 55 ocres, 2 roods and 3 poles, more or less.

THIRD TRAC F: Comsist of two sinall tacts lying on the sald Owentom and Sparta Pite hourded on the west by the lande of J. L. Guines (lately J. R. Thomas tract of lund) on the enst by the snid turnpike and contrins one (1) acere.

A builey tohacea basic allotment o[4,04] prounde (bnsed on the 1983 quatu) is unarfered with the furm, and the parties will sign ull the neesssay papery the A.S.C. affice for the cransicr.

The tabaceo sticks incoled on the fame go with the firm to die Party of the Second Part.

All rem from the rwe truilesa hereafter tue shall ga to the Pary of the Second Part. EXCEPTIONS: The above deseription of the property is subject to ute followicg exceptions:
I. 1.02 acte trati sold tu Gene Ray Stivers und Corol Stivers recorded in Deed Book 133, page 517.
$2 . .33$ of an acre sold to Glenno Maddex recorded in Deed Book 146, page 151.
3. 1.6 uere treet sold to Kentucky Ulillites recorded in Deed Bnok 98, page 91.
4. All ensemenis of record.

DEING THE SAME LAND conveyed by Deed dated 11 Oetober 1983 n appears of record in Deed Book 148, puge 107, in the records of the Clerk aforesaid.

## No. Sxx:

Two adjoining tracts of land in Owen County, Kenturky on the waters of Brush Creek ond described as follows:

Tract 1: Commencing at a sycamore tree in Hond's Branch, thence up the sume with its meanders N 79 W 14 poles, S 88 W 18 poles, N BG W $292 / 10$ poles, N 75 W 26 poles, S 88 W 20 poles, $\mathrm{N} 68 \mathrm{I} / 2 \mathrm{~W} 48 / 10$ poles, N 62 W 18 poles to the center of Bond's Branch Road, thence with said road N 43 1/2 W 51, N 65 W 37 810 poles to e stone at a ralmul tree al Gaines; gate on the Weal side of the Sparn tumpike road from which a large black walnut tree bears N 65 W distance on red, N $31 / 2 \mathrm{E} 7712$ poles io a stone in L. D. Cammack line, thence with his line S $87 / 1 / 2 \mathrm{E}$ 109 poles to o stone comter to said Cammack, thence with anather of his lines S 3 in W 54 poles to a stone comer to said Cammack, thence with another of his lines S88E87 poles to a stane comer to said Cannack, thenee with wather of his lines 2 I/2 E II $3 / 10$ poles to a stone comer to sald Cammack, thence with another of his lines $\mathrm{N} 871 / 2 \mathrm{E} 17$ poles to a small black ash sapling in E. Stewart's line, thence with suid Stewaris line S I W 7912 poics to a stone comer to suid Stewar, thence with his line $S 871 / 2 \mathrm{E} 641 / 2$ poles to a stono in Dond Branch rond, thence with stuid road $S 83 \mathrm{I} / 2 \mathrm{~W} 40$ poles $S 60 \mathrm{~W} 36$ pales, $N 85 \mathrm{~W} 12$ poles ta the beginning. contoining one hundred, thiry-four acres and tho roods, more or less.

Tmel 2: $A$ small truat of land odjoining the above lract and described thus: $A$ small tract of land on the Sould West comer of suid Elishn Stewart's farn and cut off by a snall branch lying on west side end joining die lands of suid Clark Crotch an the cast.

EXCEPTIONS: There is excepicd from the above-descriliel property the following tracts:
(1) 1.0633 uetes conveyed to W. J. Whecerer and Mariete Wheeler from Ams Jockson, et al, by deed dated Junce 30, 1978, and recorted in Decd Brok 137, puge 85 in the Owen County Clerk's Office.
(2) 0.4 sorest conveyed to Addic Sue Tooke from Amn Jackson by deed dutcd May 12 , 1978 and recorded in Deed Dook 136, page 170 !n the Owon County Clerk's Office.
(1) 200 feel by 60 feet Jot eonveyed to Sam Toule from Amu Juckson, et ul. by deed Jated April 3. 1975 and recorilod in Deed Book 135, paye 495 in the Owen Counly Clerk's Olice.
being The same Land conveyed by Deed toted 5 Junc 1984 us appeary of record in Deed Book 149, page 3:12, in the offiee of the clerk afuresaid.

Deing the same property canveyed by Chartie Curnett and Geargetta Comett, his wifc, to Georgetto Cornett, Trustec of the Charlic Coraett Revoesble Trust dated 4 December 1997, nad ber Sucetesors in Trust, by Quitednim Deed dinted December 2, 2005, and of reeord in Deed Boak 216, Page 580, of fle records of the Diven County Clerk's Office.


## EXHIBIT J NOTIFICATION LISTING

# Notification List <br> Site Name: Stewart Ridge 

## CORNETT FAMILY TRUST

\% GEORGETTA CORNETT - TRUSTEE
P O BOX 834
HINDMAN, KY 41822
DONAHUE RICHARD \& JULIE
7960 HWY 127 N
SPARTA, KY 41086
CRAIGMYLE \& SON FARMS LLC
6790 HWY 127 N
OWENTON, KY 40359
WHOBREY DON and PATTY
560 STEWART RIDGE RD
SPARTA, KY 41086
AULBACH STEVEN W \&
GORDON BOARD
1046 WEST KNABLE RD
GEORGETOWN, IN 47122
NIECE DANNY RAY
36 VIVIAN DR
FLORENCE, KY 41042
AULBACH STEVEN W
1046 WEST KNABLE RD
GEORGETOWN, KY 47122
OUSLEY DALLAS \& SANDRA
290 KEEFER LAWRENCEVILLE RD
CORINTH, KY 41010
LOGAN MARK \& SONDRA
313 W SEMINARY ST
OWENTON, KY 40359
SAYLOR IVAN L \& GLENNA
7530 HWY 127N
SPARTA, KY 41086

CORNETT CHARLIE \& GEORGETTA \% GEORGETTA CORNETT TRUSTEE P O OX 834
HINDMAN, KY 41822
HOLDER JIMMY \& BETTY
1360 PARK RIDGE RD
SANDERS, KY 41083
ROBERTS JERRY
7875 HWY 127N
SPARTA, KY 41086
MARTIN BRENDA
7875 HWY 127N
SPARTA, KY 41086
GAMBLE KELLEY \& TEENA
8025 HWY 127N
SPARTA, KY 41086
WHOBREY DANNY \& DEBORAH
7490 HWY 127N
SPARTA, KY 41086

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION

# Notice of Proposed Construction of Wireless Communications Facility Site Name: Stewart Ridge 

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 Hwy 127N 7820, Owenton, Kentucky ( $38^{\circ} 37^{\prime} 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ West longitude). The proposed facility will include a 355 -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 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 2018-00028 in any correspondence sent in connection with this matter.

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

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

Sincerely,
David A. Pike
Attorney for Applicant
enclosure

## Driving Directions to Proposed Tower Site

## Site Name: Stewart Ridge

1. Beginning at the offices of the Owen County Judge Executive located at 100 N . Thomas Street, Owenton, KY, head north on Thomas Street.
2. Turn right on E Perry Street.
3. Turn left onto US-127N/N Main St.
4. Arrive at site.
5. The coordinates for the site are $38^{\circ} 37^{\prime} 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ West longitude.


Prepared by:
Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369

Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293


EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

# VIA CERTIFIED MAIL 

Hon. Casey Ellis

Owen County Judge Executive
100 North Thomas Street
Owenton, KY 40359
RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2018-00028 Site Name: Stewart Ridge

Dear Judge Ellis:
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 Hwy 127N 7820, Owenton, Kentucky ( $38^{\circ} 37^{\prime} 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ West longitude). The proposed facility will include a 355 -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 2018-00028 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 Applicant
enclosures

## Driving Directions to Proposed Tower Site Site Name: Stewart Ridge

1. Beginning at the offices of the Owen County Judge Executive located at 100 N . Thomas Street, Owenton, KY, head north on Thomas Street.
2. Turn right on E Perry Street.
3. Turn left onto US-127N/N Main St.
4. Arrive at site.
5. The coordinates for the site are $38^{\circ} 37^{\prime} 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ West longitude.


Prepared by:
Robert W. Grant
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369

Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293


## EXHIBIT M

 COPY OF POSTED NOTICES
## SITE NAME: STEWART RIDGE 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 201800028 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 201800028 in your correspondence.

VIA TELEFAX: 502-484-3221
Owenton News Herald
Attn: Public Notice Ad Placement
154 West Bryan Street
Owenton, KY 40359
RE: Legal Notice Advertisement Site Name: Stewart Ridge

Dear Owenton News Herald:

Please publish the following legal notice advertisement in the next edition of The Owenton News Herald:

## 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 Hwy 127N 7820, Owenton, Kentucky ( $38^{\circ} 37 \prime 47.00^{\prime \prime}$ North latitude, $84^{\circ} 50^{\prime} 35.36^{\prime \prime}$ 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 2018-00028 in any correspondence sent in connection with this matter.

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

Sincerely,
Robert W. Grant
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA


## n: -84.848931

 dius: .5 miles
[^0]:    Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

