OCT **09** 2018

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF)
NEW CINGULAR WIRELESS PCS, LLC,)
A DELAWARE LIMITED LIABILITY COMPANY,)
D/B/A AT&T MOBILITY)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC) CASE NO.: 2018-00340
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF HARLAN)

SITE NAME: WALLINS CREEK

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 §§ 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.

- To address the above-described service needs, Applicant proposes to 6. construct a WCF at County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 (36°48'02.36" North latitude, 83°24'43.64" 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 Cindy Honeycutt pursuant to a document recorded at Will Book 25, Page 78 and a Deed recorded at Deed Book 150, Page 19 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as Exhibit B and Exhibit C.
- 7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.
- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as

well as a proposed configuration for the antennas of the Applicant has also been included as part of **Exhibit B**.

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

 Approval to construct the tower is attached as **Exhibit F**.
- 13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of

Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

- 14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit H**. The name and telephone number of the preparer of **Exhibit H** are included as part of this exhibit.
- 15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit I**.
- 16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable laws and regulations.
- 17. The Construction Manager for the proposed facility is Don Murdock and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibits B & C**.
- 18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the site is not within any flood hazard area.
- 19. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower

or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

- 20. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been provided with a map of the location of the proposed construction, the PSC docket number for this application, the address of the PSC, and has been informed of his or her right to request intervention. A list of the notified property owners and a copy of the form of the notice sent by certified mail to each landowner are attached as **Exhibit J** and **Exhibit K**, respectively.
- 21. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.
- 22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is

proposed to be located. A copy of the newspaper legal notice advertisement is attached as part of **Exhibit M**.

- 23. The general area where the proposed facility is to be located is mountainous and heavily wooded. There are no existing structures within 500 feet of the proposed tower location.
- 24. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.
- 25. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the

subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or

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

business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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

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

Email: dpike@pikelegal.com

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

Pavid a Relse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telefax:

Telephone: (502) 955-4400

(502) 543-4410 Email: dpike@pikelegal.com

Attorney for New Cingular Wireless PCS, LLC

d/b/a AT&T Mobility

LIST OF EXHIBITS

A - FCC License Documentation

B - Site Development Plan:

500' Vicinity Map Legal Descriptions Flood Plain Certification

Site Plan

Vertical Tower Profile

C - Tower and Foundation Design

D - Competing Utilities, Corporations, or Persons List

E - FAA

F - Kentucky Airport Zoning Commission

G - Geotechnical Report

H - Directions to WCF Site

Copy of Real Estate Agreement

J - Notification Listing

K - Copy of Property Owner Notification

L - Copy of County Judge/Executive Notice

M - Copy of Posted Notices and Newspaper Notice Advertisement

N - Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

8/6/2009

Commonwealth of Kentucky Trey Grayson, Secretary of State

Division of Corporations Business Filings

P. O. Box 718 Frankfort, KY 40602 (502) 584-2848 http://www.sos.ky.gov

Certificate of Authorization

Authentication Number: 84012 Jurisdiction: Briggs Law Office, PSC

Visit http://apps.sos.kv.gov/business/obdb/certvalidate.aspx_to authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 6th day of August, 2009.

CHENTHON TO STORY OF THE STORY

Trey Grayson Secretary of State Commonwealth of Kentucky 84012/0481848

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



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNKN673	File Number
Radio	Service
CL - C	'ellular
Market Numer	Channel Block
CMA453	A
Sub-Market	Designator

FCC Registration Number (FRN): 0003291192

Market Name Kentucky 11 - Clay			
	P.00 P.	T	

Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08-30-2011	06-13-2017	10-01-2021		

Site Information:

Location Latitude Loc	ngitude		round Elev leters)	4000	ructure Hg eters)	t to Tip	Antenna St Registratio	
4 36-44-50.6 N 084	4-08-43.6 W	46	9.7	62	.2		1043812	
Address: 969 CELL TOWER ROA	AD (76426)		4					
City: WILLIAMSBURG Count	y: WHITLEY	State:	KY Con	struction I	Deadline:			
Antenna: 1 Azimuth (from true nor	rth) 0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
Transmitting ERP (watts)	80.790	33.632	2.346	0.254	0.164	0.164	5.156	40.160
Antenna: 2 Azimuth (from true nor	th) 0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
Transmitting ERP (watts)	1.159	16.802	80.666	104.784	22.590	1.407	0.209	0.204
Antenna: 3 Azimuth (from true nor	th) 0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
Transmitting ERP (watts)	0.393	0.106	0.095	1.187	9.994	34.712	26.126	3.238

Conditions:

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

Call Sign: KNKN673	File	Number:			Pr	int Date:		
Tocation Latitude Long 7 36-38-29.0 N 083-4 Address: 2 MILES NORTHWEST CO City: Middlesboro County: BELL	6-24.9 W	(m 91 WN 19 MI	round Eleve eters) 7.4 L (76435) truction De	(me	ucture Hgt eters) 9	to Tip	Antenna Str Registration 1056643	
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	514.300 41.864	45 514.900 12.118 45 514.900 0.947	90 478.800 1.035 90 478.800 0.706	135 557.800 0.164 135 557.800 0.874	180 452.400 0.104 180 452.400 0.879	225 334.800 0.102 225 334.800 0.224	270 345.400 0.886 270 345.400 0.101	315 421.600 11.503 315 421.600 0.109
	1000000	(m 73	round Elev neters) 6.8 onstruction	(m 80.		to Tip	Antenna St Registration 1010610	
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	316.700 112.719) 0 316.700 0.636	45 319.800 46.762 45 319.800 12.989 45 319.800 0.224	90 30.000 8.219 90 30.000 91.274 90 30.000 0.588	135 54.700 1.163 135 54.700 94.955 135 54.700 1.866	180 30.000 0.285 180 30.000 26.405 180 30.000 27.246	225 198.900 0.298 225 198.900 2.175 225 198.900 84.787	270 238.900 5.383 270 238.900 0.841 270 238.900 72.123	315 287.300 44.574 315 287.300 0.311 315 287.300 11.074
13 36-40-53.1 N 084-0 Address: 895 WAGON WHEEL RO	itude 08-46.5 W AD (76433 WHITLEY	(m 44	round Elev neters) 16.2 KY Cons			to Tip	Antenna St Registration	
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)) 0 159.200 24.755	45 160.200 89.034	90 107.400 70.279	135 125.700 10.065	180 101.200 1.351	225 58.800 0.211	270 107.500 0.387	315 145.600 1.828

Call Sign: KNKN673	File	Number:			P	rint Date:		
Address: 895 WAGON WHEEL RO	08-46.5 W AD (76433	(m 44	round Elev eters) 6.2	(n 58	ructure Hg neters) 3.8	t to Tip	Antenna St Registratio	
City: WILLIAMSBURG County:	WHITLEY	State:	KY Cons	struction l	Deadline:			
Antenna: 2 Azimuth (from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	159.200	160.200	107.400	125.700	101.200	58.800	107.500	145.600
Transmitting ERP (watts)	0.124	3.716	14.234	28.095	19.823	32.016	11.426	8.167
Antenna: 3 Azimuth (from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	159.200	160.200	107.400	125.700	101.200	58.800	107.500	145.600
Transmitting ERP (watts)	21.702	2.370	0.815	0.286	0.611	12.974	63.085	92.160
16 36-50-41.4 N 084-0	itude 09-27.9 W	(m	round Elev leters) 0.0	(n	ructure Hg neters) 7.8	t to Tip	Antenna St Registratio 1204258	
Address: 4499 HIGHWAY 511 (640 City: Rockholds County: WHITL	100000	KY C	netruction	Doodling	: 02-23-201	3		
City. Rockiloids County. WIII Li	21 State	. KT C	onstruction	Deadinie	. 02-23-201			
Antenna: 1 Azimuth (from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	137.900	124.500	157.700	188.600	187.400	152.500	147.000
Transmitting ERP (watts)	40.926	37.139	5.069	0.465	0.105	0.099	1.028	10.105
Antenna: 2 Azimuth (from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	137.900	124.500	157.700	188.600	187.400	152.500	147.000
Transmitting ERP (watts)	0.176	0.199	0.523	10.033	46.347	45.959	7.311	1.005
17 37-09-19.2 N 083-2	itude 26-33.1 W	(m 51	round Elev neters) 6.6	(n	ructure Hg neters) 3.1	t to Tip	Antenna St Registratio 1043811	
Address: 2255 DAVIDSON FORK F City: THOUSAND STICKS Coun	ROAD (764 ty: LESLII		VV Com	stanation	Deadline: 0	2 22 2012	2	
City: THOUSAND STICKS Count	ty: LESLII	State:	Ki Con	struction	Deadine: 0	2-23-2013)	
Antenna: 1 Azimuth (from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	255.100	250.600	210.300	157.900	145.900	186.400	230.000	208.500
Transmitting FDD (watta)			0 -01		0 100			
Transmitting ERP (watts)	183.310	76.153	8.501	2.109	0.426	0.548	8.899	75.006
Antenna: 2 Azimuth (from true north		76.153 45	8.501 90	2.109 135	180	0.548	8.899 270	75.006 315
					1		270	

Transmitting ERP (watts)

Print Date: Call Sign: KNKN673 File Number: Structure Hgt to Tip Location Latitude Longitude **Ground Elevation** Antenna Structure (meters) (meters) Registration No. 17 37-09-19.2 N 083-26-33.1 W 516.6 98.1 1043811 Address: 2255 DAVIDSON FORK ROAD (76424) City: THOUSAND STICKS County: LESLIE State: KY Construction Deadline: 02-23-2013 Antenna: 3 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 255.100 230.000 208.500 250.600 210.300 157.900 145.900 186.400 Transmitting ERP (watts) 2.923 0.456 0.895 4.155 54.327 193.511 147.915 23.334 Structure Hgt to Tip Location Latitude Longitude **Ground Elevation** Antenna Structure (meters) (meters) Registration No. 18 36-45-42.1 N 083-40-29.0 W 685.2 129.5 1215974 Address: RO7 PO BOX 264E BIRD BRANCH ROAD (76437) City: PINEVILLE County: BELL State: KY Construction Deadline: 02-23-2013 Antenna: 1 Azimuth (from true north) 45 90 135 180 225 270 315 Antenna Height AAT (meters) 314.900 270.100 337.000 312.300 334.000 355.300 387.000 338.800 Transmitting ERP (watts) 91.981 37.204 36.079 3.868 0.986 0.201 0.271 4.377 Antenna: 2 Azimuth (from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 314.900 270.100 337.000 312.300 338.800 334.000 355.300 387.000 Transmitting ERP (watts) 26.567 2.152 13.241 29.575 18.963 5.601 3.888 1.518 Antenna: 3 Azimuth (from true north) 0 45 90 180 225 270 315 135 Antenna Height AAT (meters) 314.900 270.100 337.000 312.300 338.800 334.000 355.300 387.000 Transmitting ERP (watts) 5.299 1.993 2.409 5.378 23.634 32.748 36.478 14.971 Location Latitude Longitude **Ground Elevation** Structure Hgt to Tip Antenna Structure (meters) (meters) Registration No. 19 36-53-53.5 N 083-19-27.0 W 858.6 35.4 Address: 3017 NORTH US HIGHWAY 421 (76355) City: BAXTER County: HARLAN State: KY Construction Deadline: 02-23-2013 Antenna: 1 Azimuth (from true north) 45 90 180 225 270 135 315 Antenna Height AAT (meters) 423.700 288.900 270,400 273.500 415,500 424.000 260.500 381.500 Transmitting ERP (watts) 0.258 118.281 51.051 5.389 1.305 0.357 5.945 46.435 Antenna: 2 Azimuth (from true north) 225 270 45 90 135 180 315 Antenna Height AAT (meters) 423.700 288.900 270.400 273.500 415.500 424,000 260.500 381.500

3.099

11.792

8.653

38.611

56.992

61.619

28.108

4.387

Call Sign: KNKN673	File	Number:			Pi	rint Date:		
Location Latitude Longin 19 36-53-53.5 N 083-19 Address: 3017 NORTH US HIGHWA	9-27.0 W	(m 85	round Elev eters) 8.6	(Structure Hgt (meters) 35.4	t to Tip	Antenna St Registratio	
City: BAXTER County: HARLAN			struction l	Deadline	: 02-23-2013			
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	423.700 1.510	288.900 0.244	270.400 0.451	273.500 2.060	0 415.500 26.719	424.000 99.966	260.500 80.742	381.500 11.222
Location Latitude Longi 22 37-09-01.0 N 083-4 Address: Bear Creek Rd (87003)	tude 1-03.6 W	(m	round Elev leters) 34.0	(Structure Hg (meters) 94.4	t to Tip	Antenna St Registratio 1267062	
City: Hector County: CLAY Sta	te: KY	Construct	ion Deadli	ne: 02-23	3-2013			
Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 247.900 153.770	45 220.000 65.269	90 188.600 4.896	135 160.500 0.487	180 0 206.100 0.313	225 259.700 0.307	270 247.500 9.959	315 246.500 76.610
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	247.900 1.554	220.000 22.565	188.600 112.704	160.500 140.260		259.700 1.874	247.500 0.302	246.500 0.278
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	247.900 1.012	220.000 0.314	188.600 0.295	160.500 4.424	0 206.100 44.416	259.700 139.728	247.500 106.944	246.500 13.222
	5-07.4 W	(m 45	round Elev neters) 52.6	- 0	Structure Hgt (meters) 96.0	t to Tip	Antenna St Registratio 1043808	
Address: LUCAS ROAD ON TOP OF City: MANCHESTER County: CL.			Construction	on Deadl	line;			
Antenna: 1 Azimuth (from true north)		45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	212.800 111.736	191.000 45.822	150.800 5.058	181.400 1.185	0 199,900 0.248	198.200 0.336	202.800 5.441	202.900 44.976
Antenna: 2 Azimuth (from true north)		45.622	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	212.800 0.630	191.000 13.113	150.800 68.789	181.400 97.232	0 199.900	198.200 2.526		202.900 0.308

90/

Transmitting ERP (watts)

Transmitting ERP (watts)

Antenna Height AAT (meters)

Antenna: 2 Azimuth (from true north) 0

Call Sign: KNKN673	File	Number:			Pı	rint Date:		
Location Latitude Longit	tude		round Elev neters)		Structure Hgt (meters)	t to Tip	Antenna St Registratio	
	5-07.4 W		52.6		96.0		1043808	
Address: LUCAS ROAD ON TOP OF		,						
City: MANCHESTER County: CL.	AY Stat	te: KY	Constructi	on Dead	line:			
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	212.800	191.000	150.800	181.40	0 199.900	198.200	202.800	202.900
Transmitting ERP (watts)	4.442	3.181	3.850	5.507	16.941	16.885	21.020	12.170
Address: 3700 WATTS CREEK TOW	1-54.2 W	(n 83 D (76431)			Structure Hgt (meters) 80.5	t to Tip	Antenna St Registratio 1007945	
	- 1							
Antenna: 1 Azimuth (from true north)		45	90	135	180	225	270	315
Antenna Height AAT (meters)	357.800	283.300	392.600	363.20		470.900		332.900
Transmitting ERP (watts)	116.142	48.918	4.986	1.287	0.267	0.341	5.779	46.632
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	357.800	283.300	392.600	363.20		470.900	325.200	332.900
Transmitting ERP (watts)	1.626	16.756	46.777	60.050	27.346	5.464	2.977	1.029
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	357.800	283.300	392.600	363.20	0 337.000	470.900	325.200	332.900
Transmitting ERP (watts)	1.479	0.233	0.427	2.031	27.025	95.886	77.822	11.442
Location Latitude Longi 25 36-36-37.5 N 083-43	tude 2-49.1 W	(n	round Elevaters)	A MARINE	Structure Hgr (meters) 60.3	t to Tip	Antenna St Registratio 1232693	
Address: 131 AMESBURY STREET	,							
City: MIDDLESBORO County: BI	ELL Sta	te: KY	Construct	ion Dead	lline:			
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000
T '44' EDD (44')								

3.508

30.000

32.278

90

0.571

135

30.000

53.652

0.313

30.000

8.875

180

0.301

30.000

0.818

225

3.015

270

30.000

0.150

39.614

30.000

0.111

315

145.069 41.420

30.000

0.125

45

30.000

3.991

Call Sign: KNKN673 File Number: Print Date:

Location Latitude 25	tude 2-49.1 W	(n	round Elec neters) 46.5	(Structure Hg (meters) 60.3	t to Tip	Antenna St Registratio 1232693	
Address: 131 AMESBURY STREET		to, VV	Construct	ion Dood	II:ma.			
City: MIDDLESBORO County: BI	ELL Sta	te: KY	Construct	ion Dead	mne:			
Antenna: 3 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	0.906	0.242	0.226	0.866	20.330	108.084	76.154	7.898
26 36-42-35.9 N 083-40 Address: RURAL ROUTE 1 BOX 10 City: PINEVILLE County: BELL	0-58.1 W 9 (76441) State: K	6	neters) 36.1 struction D		(meters) 57.3		Registratio	n No.
Antenna: 1 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	218.900	188.400	284.100	201.30	0 245.000	65.400	242.700	257.700
Transmitting ERP (watts)	15.060	36.966	29.277	42.643	20.844	12.416	3.511	5.735
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	218.900	188.400	284.100	201.30	0 245.000	65.400	242.700	257.700

Control Points:

Control Pt. No. 1

Address: 1650 LYNDON FARMS COURT

City: LOUISVILLE County: State: KY Telephone Number: (502)329-4700

Waivers/Conditions:

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

WE MAKE NO FINDING IN THESE CASES THE ISSUES RAISED IN FOOTNOTE 3 OF LA STAR CELLULAR TELEPHONE COMPANY, 7 FF Rcd 3762 (1992). THEREFORE, THESE GRANTS OF TRANSFERS/ASSIGNMENTS ARE CONDITIONED ON ANY SUBSEQUENT ACTION THE COMMISSION MAY TAKE CONCERING THE

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

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLF288	File Number
	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 06-02-2015	Effective Date 06-13-2017	Expiration Date 06-23-2025	Print Date
Market Number MTA044	Chann I	el Block 3	Sub-Market Designator
	Market Knox		
st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH550	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 04-11-2017	Effective Date 06-14-2017	Expiration Date 04-28-2027	Print Date
Market Number BTA229	Chann	el Block	Sub-Market Designator
	Market Kingsport-Johnst		
st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

Call Sign: KNLH550 File Number: Print Date:

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

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



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH575	File Number
	Service Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 04-13-2017	Effective Date 06-14-2017	Expiration Date 04-28-2027	Print Date
Market Number BTA295	Chan	nel Block E	Sub-Market Designator
		t Name -Harlan, KY	
1st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

Call Sign: KNLH575 File Number: Print Date:

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

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA824	File Number	
Radio Service AW - AWS (1710-1755 MHz and		
2110-2155 MHz)		

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 06-14-2017	Expiration Date 11-29-2021	Print Date
Market Number CMA453	Chann	el Block A	Sub-Market Designator
	Market Kentucky		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

Conditions:

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

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA852	File Number	
Radio Service AW - AWS (1710-1755 MHz and		
2110-2155 MHz)		

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 06-14-2017	Expiration Date 11-29-2021	Print Date
Market Number CMA681	Chann	el Block	Sub-Market Designator
	Market Virginia	Mr. 11111111	
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

Conditions:

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

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



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

Conditions:

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

8/6/2009

Commonwealth of Kentucky Trey Grayson, Secretary of State

Division of Corporations Business Filings

P. O. Box 718 Frankfort, KY 40602 (502) 584-2848 http://www.sos.ky.gov

Certificate of Authorization

Authentication Number: 84012 Jurisdiction: Briggs Law Office, PSC

Visit http://apps.sos.ky.gov/business/obdb/certvalidate.aspx_to authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State, NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company organized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 6th day of August, 2009.



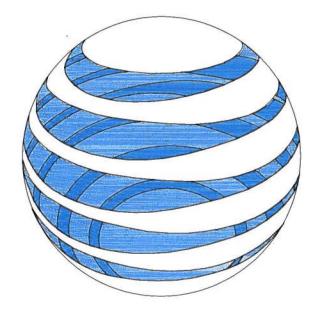
Trev Gravson

Trey Grayson Secretary of State Commonwealth of Kentucky 84012/0481848

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

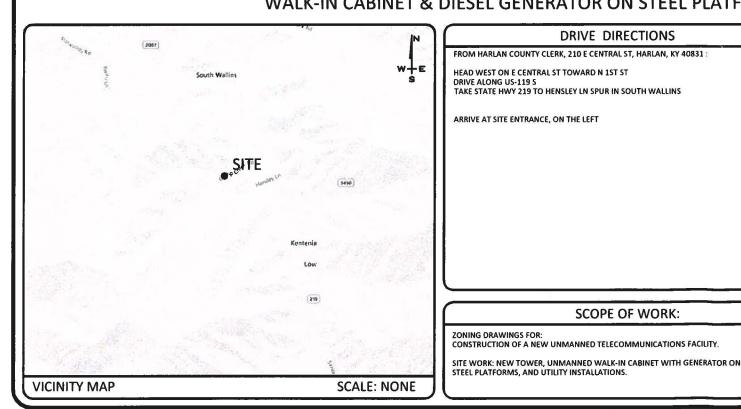


at&t

SITE NAME:

WALLINS CREEK

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



DRIVE DIRECTIONS

FROM HARLAN COUNTY CLERK, 210 E CENTRAL ST, HARLAN, KY 40831:

HEAD WEST ON E CENTRAL ST TOWARD N 1ST ST

DRIVE ALONG US-119 S
TAKE STATE HWY 219 TO HENSLEY LN SPUR IN SOUTH WALLINS

ARRIVE AT SITE ENTRANCE, ON THE LEFT

SCOPE OF WORK:

SITE NUMBER:

0.2 MILES 8.2 MILES 2.7 MILES

SITE ADDRESS: APPLICANT

LATITUDE

COUNTY:

A.K.A. CAMP CREEK ROAD WALLINS CREEK, KY 40873 NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY 462 S. 4TH STREET, SUITE 2400

LOUISVILLE, KY 40202 36* 48' 02.36" LONGITUDE: 83° 24' 43.64"

PROJECT INFORMATION

COUNTY ROAD 1248A8

HARLAN

1-800-752-6007

UNDERGROUND LOCATION SERVICE TWO (2)

SHEET INDEX

TITLE SHEET & PROJECT INFORMATION

SITE SURVEY SITE SURVEY SITE SURVEY

SITE SURVEY B-1.4 B-2 SITE SURVEY

500' RADIUS AND ABUTTERS MAP

OVERALL SITE LAYOUT
OVERALL SITE LAYOUT -CONT'D **ENLARGED COMPOUND LAYOUT**

CONTACT INFORMATION

FIRE DEPARTMENT

WALLINS CREEK VOULUTEER FIRE DEPARTMENT PHONE: (606) 664-2609

POLICE DEPARTMENT HARLAN COUNTY SHERIFF PHONE: (606) 573-1313

ELECTRIC COMPANY

PHONE: (859) 744-1490

TELEPHONE COMPANY

PHONE: (210) 821-4105

BUILDING CODES AND STANDARDS

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

- CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION
- STRUCTURAL STANDARDS FOR STEEL ANTENNA **TOWER AND SUPPORTING STRUCTURES TIA-601**
- COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS INSTITUTE FOR ELECTRICAL AND ELECTRONICS
- ANSI T1.311, FOR TELECOM DC POWER SYSTEMS -
- 2014 KBC
- 2014 NFC

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



EN PERMIT: 3594 ZONING

DRAWINGS REV DATE DESCRIPTION

A 9.21.18 ISSUED FOR REVIEW 0 10.4.18 ISSUED AS FINAL SITE INFORMATION:

WALLINS CREEK

COUNTY ROAD 1248A8 A.K.A. CAMP CREEK ROAD WALLINS CREEK, KY 40873

> HARLAN COUNTY SITE NUMBER:

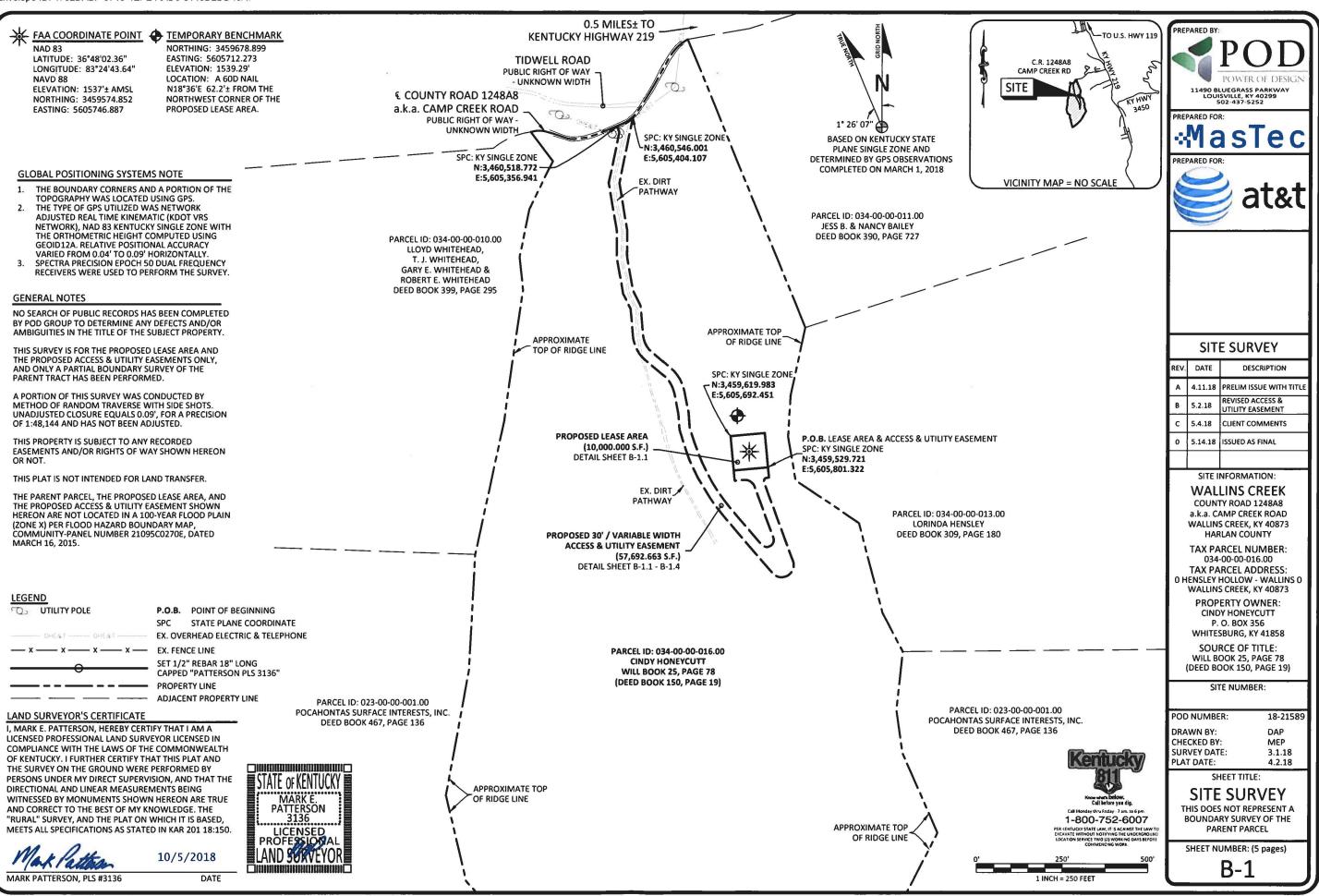
18-21592 DRAWN BY:

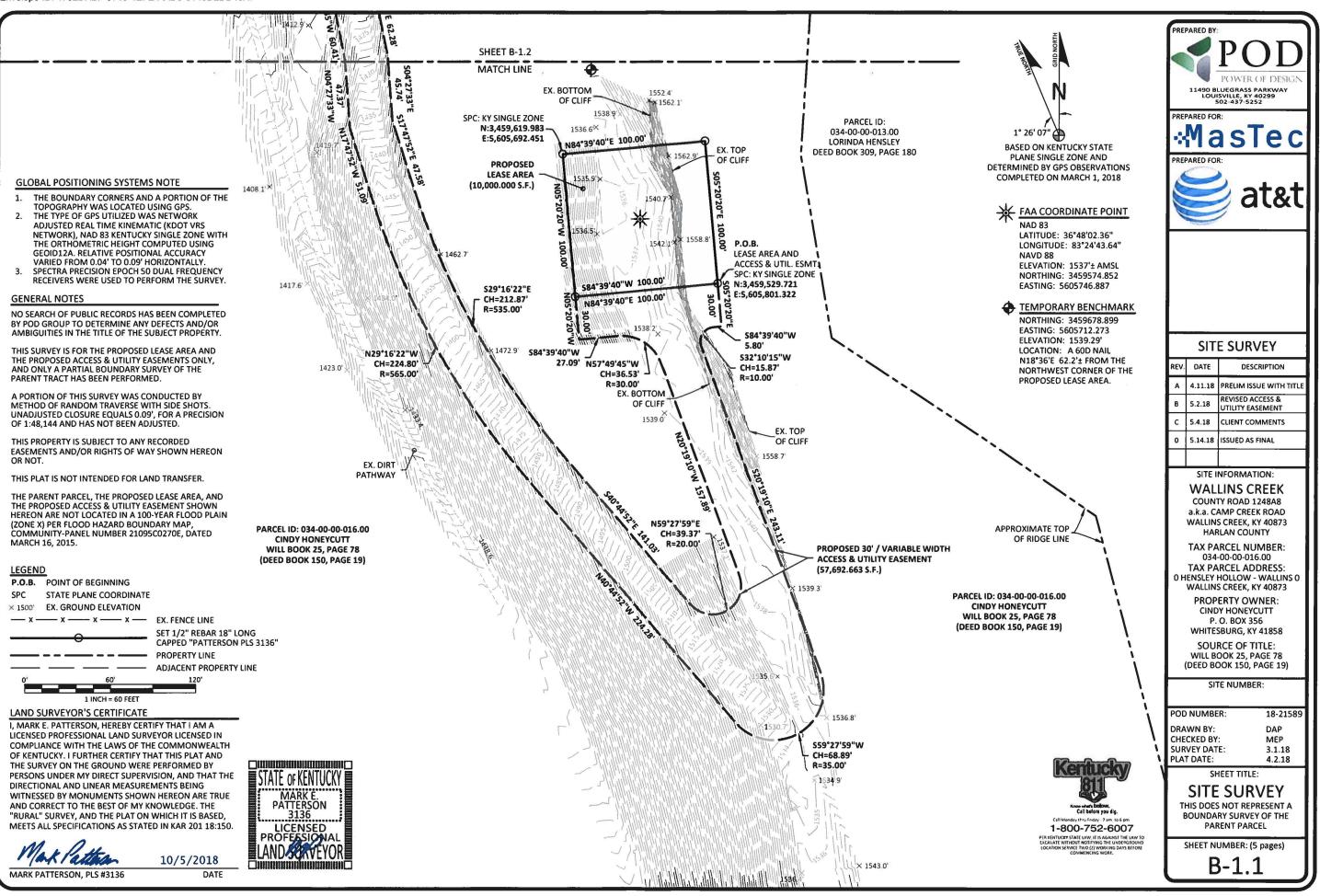
CHECKED BY: 9.21.18

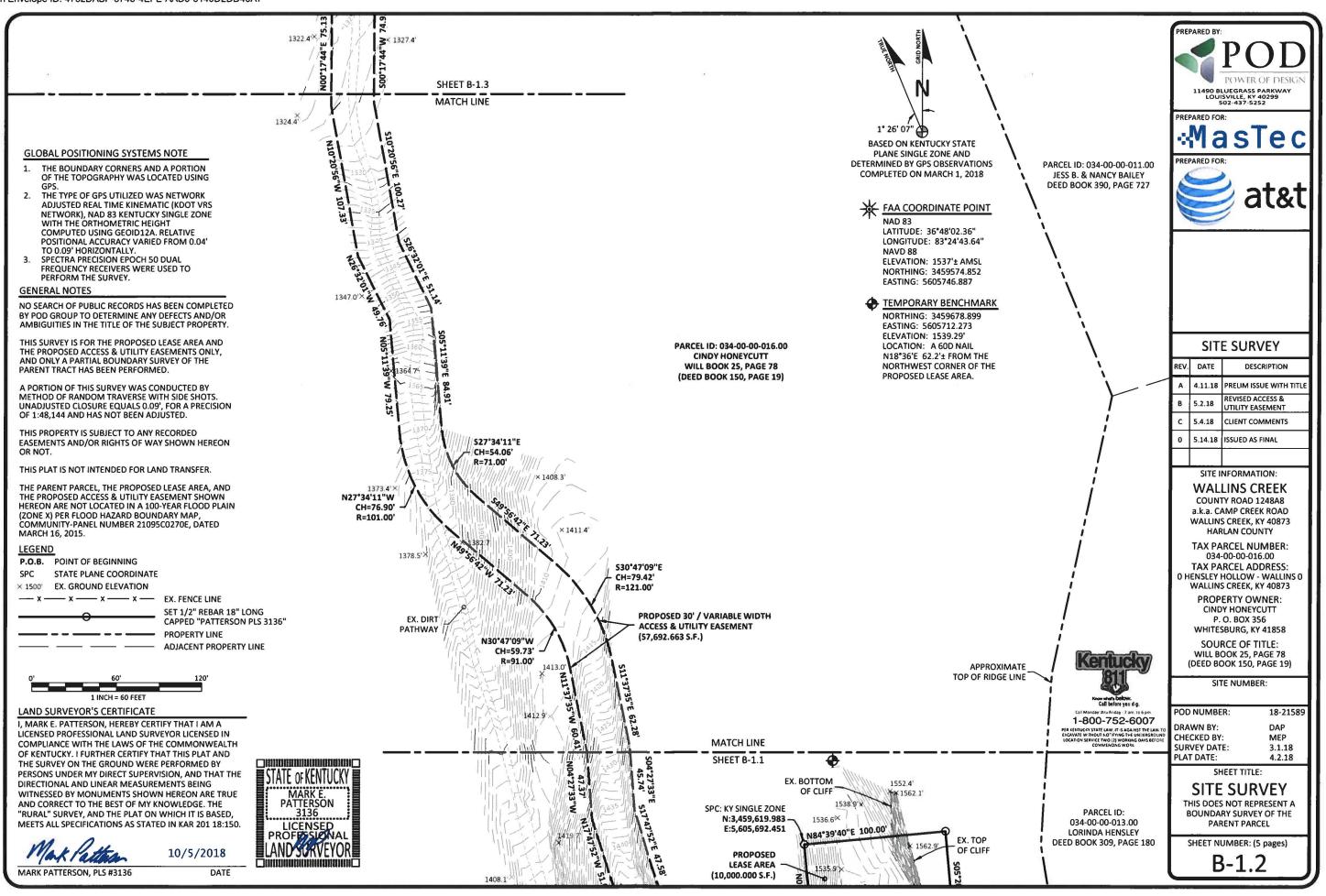
SHEET TITLE:

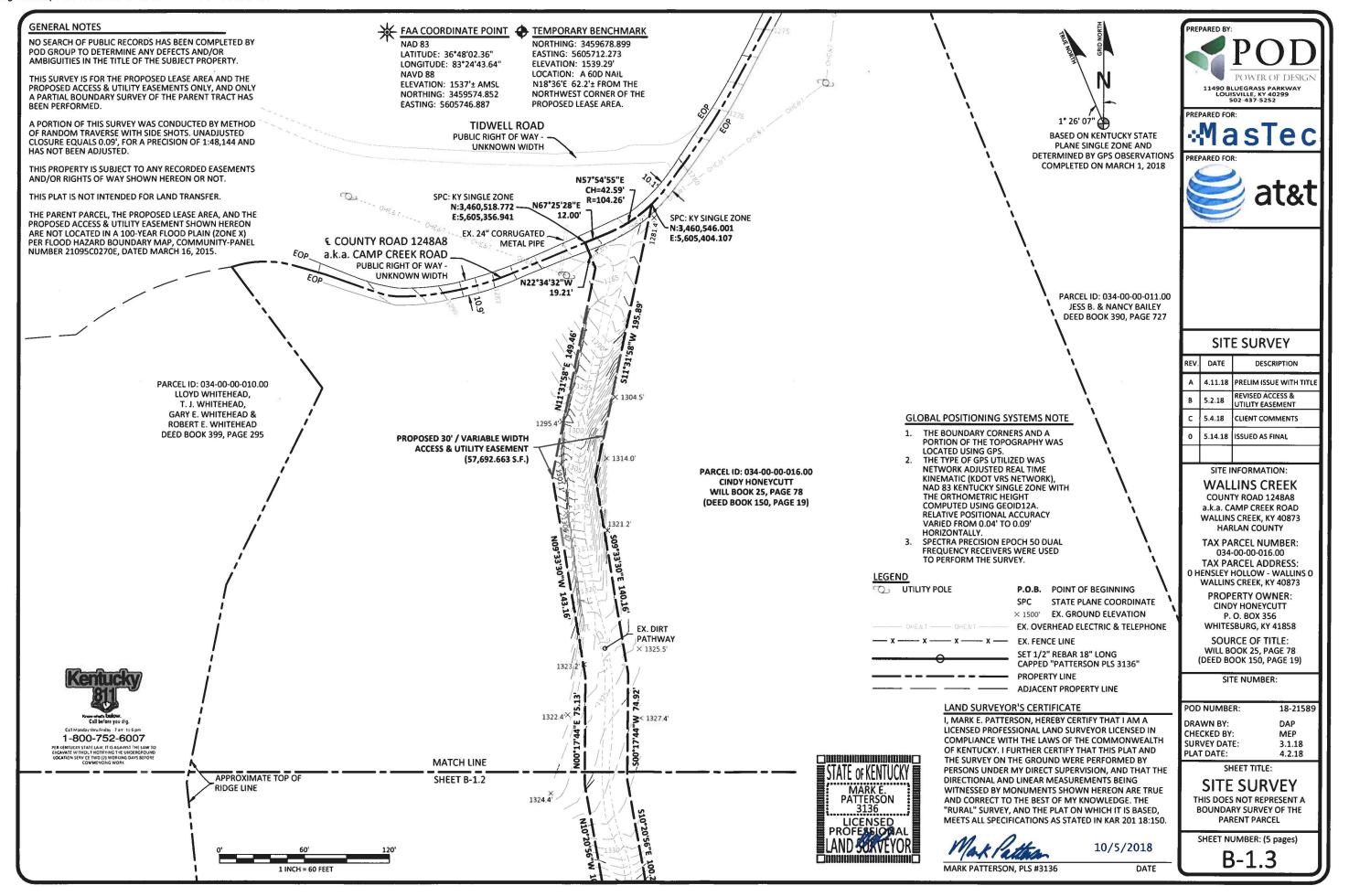
TITLE SHEET & PROJECT **INFORMATION**

T-1









LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILMA HONEYCUTT AS DESCRIBED IN DEED BOOK 150, PAGE 19, PARCEL ID: 034-00-00-016.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 1, 2018.

BEGINNING TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,459,529.721 & E:5,605,801.322, ON THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILLMA HONEYCUTT AS DESCRIBED IN DEED BOOK 150, PAGE 19, PARCEL ID: 034-00-00-016.00; THENCE S84*39'40"W 100.00' TO A SET IPC; THENCE N05*20'20"W 100.00' TO A SET IPC, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,459,619.983 & E:5,605,692.451 IN THE NORTHWEST CORNER OF SAID LEASE AREA; THENCE N84*39'40"E 100.00' TO A SET IPC; THENCE S05*20'20"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 1, 2018.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGGAN & WILLMA HONEYCUTT AS DESCRIBED IN DEED BOOK 150, PAGE 19, PARCEL ID: 034-00-00-016.00. WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 1, 2018.

BEGINNING TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N.3,459,529.721 & E.5,605,801.322, ON THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILMA HONEYCUTT AS DESCRIBED IN DEED BOOK 150, PAGE 19, PARCEL ID: 034-00-00-016.00; THENCE LEAVING SAID LEASE AREA, SOS*20'20"E 30.00'; THENCE S84*39'40"W 5.80'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.00', S32*10'15"W 15.87'; THENCE S20*19'10"E 243.11'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00', S59*27'59"W 68.89'; THENCE N40*44'52"W 224.28'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00', S59*27'59"W 68.89'; THENCE N40*44'52"W 224.28'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 565.00', N29*16'22"W 224.80'; THENCE N17*47'52"W 51.09'; THENCE N04*27'33"W 47.37'; THENCE N11*37'35"W 60.41'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 91.00', N30*47'09"W 59.73'; THENCE N49*56'42"W 71.23'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 91.00', N30*47'09"W 59.73'; THENCE N05*11'39"W 79.25'; THENCE N25*32'01"W 49.75'; THENCE N10*20'56"W 107.33'; THENCE N00*17'44"E 75.13'; THENCE N09*33'30"W 143.16'; THENCE N11*31'58"E 149.46'; THENCE N20*34'32"W 19.21' TO THE CENTER OF COUNTY ROAD 1248A8 (a.k.a. CAMP CREEK ROAD) HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,460,518.772 & E:5,605,356.941; THENCE WITH THE CENTER OF SAID ROAD, N67*25'28"E 12.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 104.26', N57*54'55'E 42.59' HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,460,518.772 & E:5,605,356.941; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 71.00', S27*34'11"E 54.06'; THENCE S9

PARENT PARCEL, LEGAL DESCRIPTION, WILL BOOK 25, PAGE 78 (DEED BOOK 150, PAGE 19) (NOT FIELD SURVEYED)

BEGINNING AT TWO CHESTNUT OAKS ON THE POINT OF A RIDGE A CORNER TO JOHN R. BLANTON TRACT, OWNED BY KENTENIA CORPORATION, THENCE DOWN WITH THE MEANDERS OF THE RIDGE BETWEEN COAL HOLLOW AND LICK HOLLOW, N 29-30 E 39 FEET N 5-7-15 E 125.8 FEET, N 51-30 E 323.2 FEET, N 45-30 E 290 FEET TO A SOURWOOD N 34-00 E 311 FEET TO A CHESTNUT OAK AND SERVICE, N 29-00 E 311.2 FEET, N 27-30 E 208.2 FEET TO A SPOTTED OAK N 24-00 W 252.8 FEET, N 8-00 127 FEET N 6-00 E 170.2 FEET, N 28-00 W 127.4 FEET, N 14-50 W 268.8 FEET N 55-30 W 93.2 FEET, N 56-45 W 130.3 FEET, N 9-45 W 129.8 FEET, N 3-30 E 121.2 FEET TO A CHESTNUT, N 12-15 E 198.8 FEET TO TWO CHESTNUT OAKS AND SOURWOOD ON TOP OF THE RIDGE AT JANE BROCKS LINE, THENCE WITH SAID LINE, LEAVING THE RIDGE, N 22-30 W 870 FEET TO A ROCK ON THE BANK OF CAMP CREEK, THENCE LEAVING THE LINES OF SAID BROCK AND WITH THE LINES OF S. R. BAILEY, UP SAID CREEK S 57-30 W 123 FEET, S 20-00 W 108.5 FEET TO A STAKE, BETWEEN SAID CREEK AND THE ROAD, S 87-00 W 221.2 FEET, N 85-30 W 160 FEET TO A STAKE AT THE FOOT OF A SPUR RIDGE, THENCE RUNNING UP THE SAME WITH ITS MEANDERS S 37-00 E 194, S 26-00 W 153.8 FEET TO A WHITE OAK, S 11-15 W 142 FEET, S 6-00 E 96.2 FEET TO A STAKE NEAR A LEANING WHITE OAK, S 8-20 W 295.7 FEET TO A STAKE BY A BEECH, S 7-15 W 85.6 FEET TO A STAKE CORNER OF J.R. BLANTON TRACT, THENCE LEAVE THE LINE OF SAID BAILEY TRACT AND WITH LINE OF BLANTON TRACT S 12-15 W 398 FEET, S 3-00 W 333.5 FEET S 1-15 W 371.5 FEET, S 13-15 E 256 FEET S 42-15 E 112.8 FEET, S 5-15 E 149 FEET TO A STAKE ON A HIGH POINT SOUTH 224.8 FEET, S 29-15 E 114 FEET, S 6-45 E 218.7 FEET, S 21-15 E 78.8 FEET, S 15-00 E 277.5 FEET TO THE BEGINNING, CONTAINING 70.9 ACRES MORE OR LESS.

REPORT OF TITLE (PARCEL 034-00-00-016.00) HARLAN COUNTY

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, ON BEHALF OF AT&T, FILE NO. 58825-KY1711-5030, REFERENCE NO. FA13800700, ISSUE DATE OF DECEMBER 8, 2017. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- 1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.
 TAX ID :034-00-00-016:00 PERIOD :2017 PAYMENT STATUS: PAID TAX AMOUNT : \$61.00 (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. NONE WITHIN PERIOD SEARCHED
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN, (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

(OTHER FILED DOCUMENTS)

- 8. LEASE AGREEMENT BETWEEN HAGAN AND WILMA HONEYCUTT AND LINDA DAY DATED 6/5/1984 RECORDED 6/12/1984 IN BOOK 29 PAGE 369. (LEASE AS RECORDED IN BOOK 29, PAGE 369 IS FOR ALL OF THE COAL AND MINING RIGHTS, LEASE AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
- LEASE AGREEMENT BETWEEN HAGAN AND WILMA HONEYCUTT AND LINDA DAY DATED 6/5/1984 RECORDED 6/15/1984 IN BOOK
 PAGE 385. (LEASE AS RECORDED IN BOOK 29, PAGE 385 IS FOR ALL OF THE COAL AND MINING RIGHTS, LEASE AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
- 10. PROBATE ORDER BETWEEN THE ESTATE OF WILMA HONEYCUTT, DECEASED AND HAGAN H. HONEYCUTT DATED 7/23/1993 RECORDED 7/26/1993 IN BOOK 21 PAGE 100. (ORDER AS RECORDED IN BOOK 21, PAGE 100 AFFECTS THE PARENT PARCEL, LEAVING SAID REAL ESTATE TO HAGAN H. HONEYCUTT.)
- 11. PROBATE ORDER BETWEEN LAST WILL AND TESTAMENT OF HAGAN HONEYCUTT, DECEASED AND CINDY HONEYCUTT DATED 3/20/1998 RECORDED 3/23/1998 IN BOOK 25 PAGE 78. (ORDER AS RECORDED IN BOOK 25, PAGE 78 AFFECTS THE PARENT PARCEL, LEAVING SAID REAL ESTATE TO CINDY HONEYCUTT.)



POWER OF DESIGN

LOUISVILLE, KY 40299 502-437-5252

«MasTed

PREPARED FO



SITE SURVEY

	REV.	DATE	DESCRIPTION
	A	4.11.18	PRELIM ISSUE WITH TITE
ĺ	В	5.2.18	REVISED ACCESS & UTILITY EASEMENT
	С	5.4.18	CLIENT COMMENTS
		7.0	

0 5.14.18 ISSUED AS FINAL

SITE INFORMATION:

WALLINS CREEK
COUNTY ROAD 1248A8
a.k.a. CAMP CREEK ROAD
WALLINS CREEK, KY 40873
HARLAN COUNTY

TAX PARCEL NUMBER: 034-00-00-016.00 TAX PARCEL ADDRESS: 0 HENSLEY HOLLOW - WALLINS O WALLINS CREEK, KY 40873

> PROPERTY OWNER: CINDY HONEYCUTT P. O. BOX 356 WHITESBURG, KY 41858

SOURCE OF TITLE: WILL BOOK 25, PAGE 78 (DEED BOOK 150, PAGE 19)

SITE NUMBER:

POD NUMBER: 18-2158

 DRAWN BY:
 DAP

 CHECKED BY:
 MEP

 SURVEY DATE:
 3.1.18

 PLAT DATE:
 4.2.18

SHEET TITLE:

SITE SURVEY

THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (5 pages)

B-1.4



LAND SURVEYOR'S CERTIFICATE

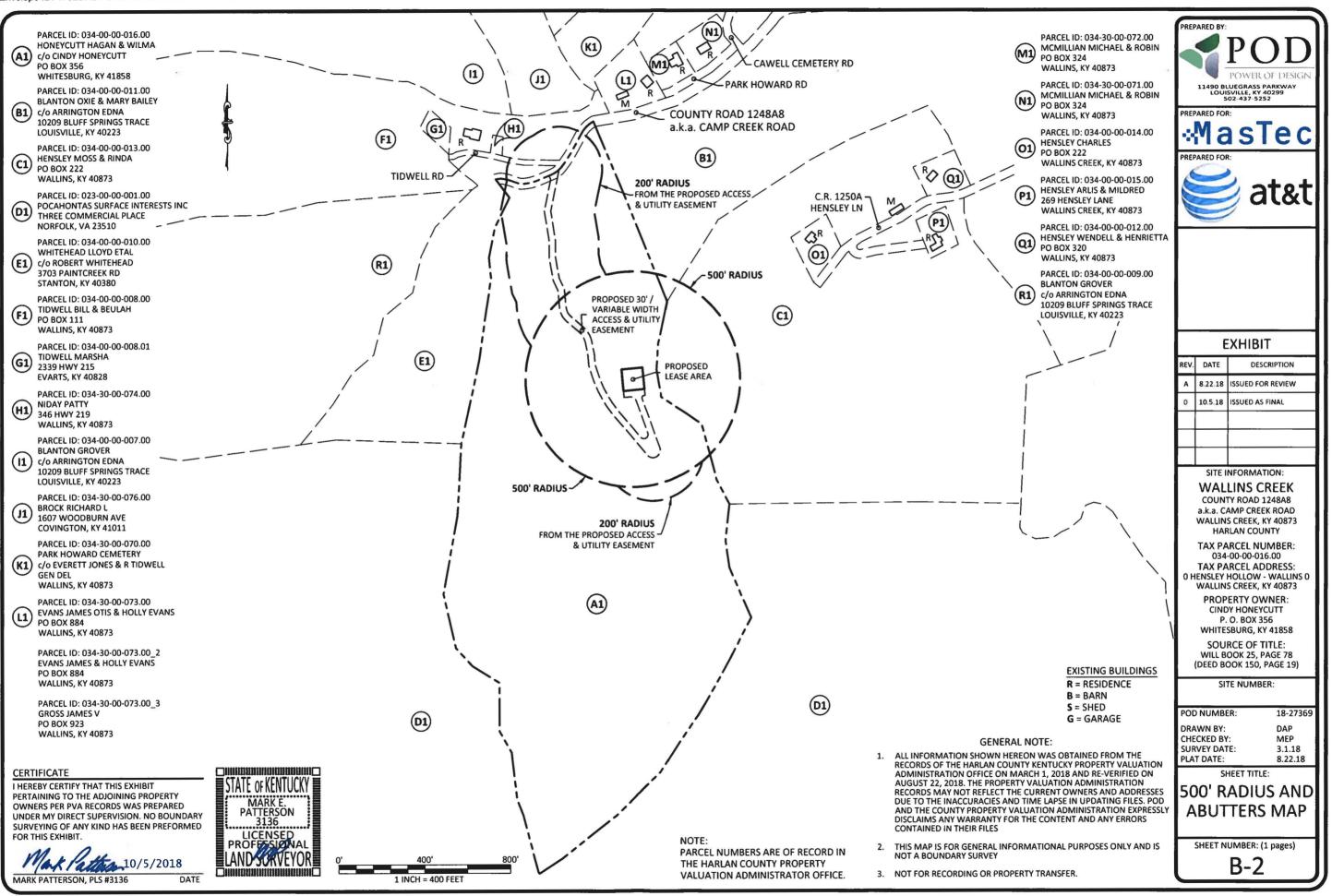
I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND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

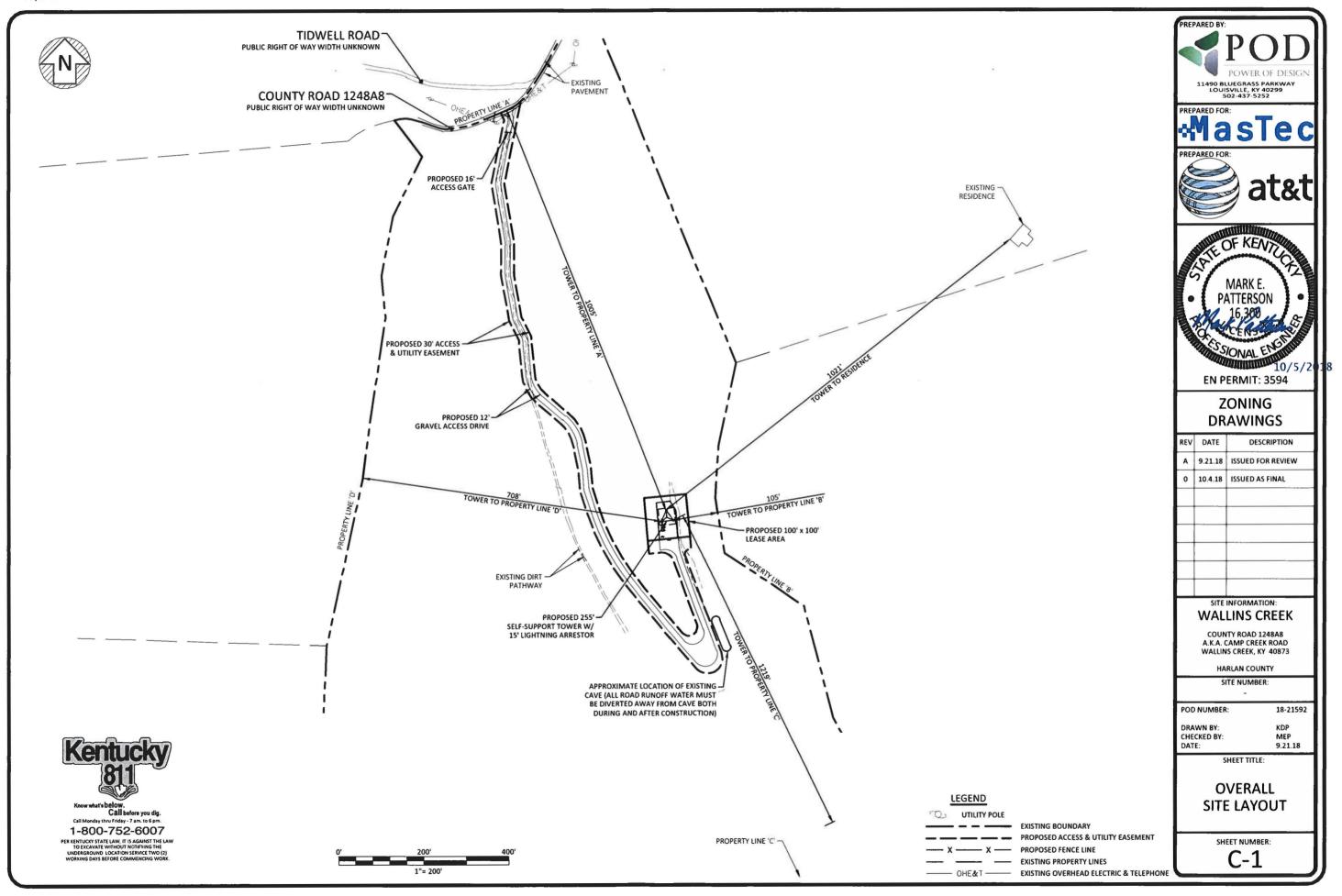
Max Patteran

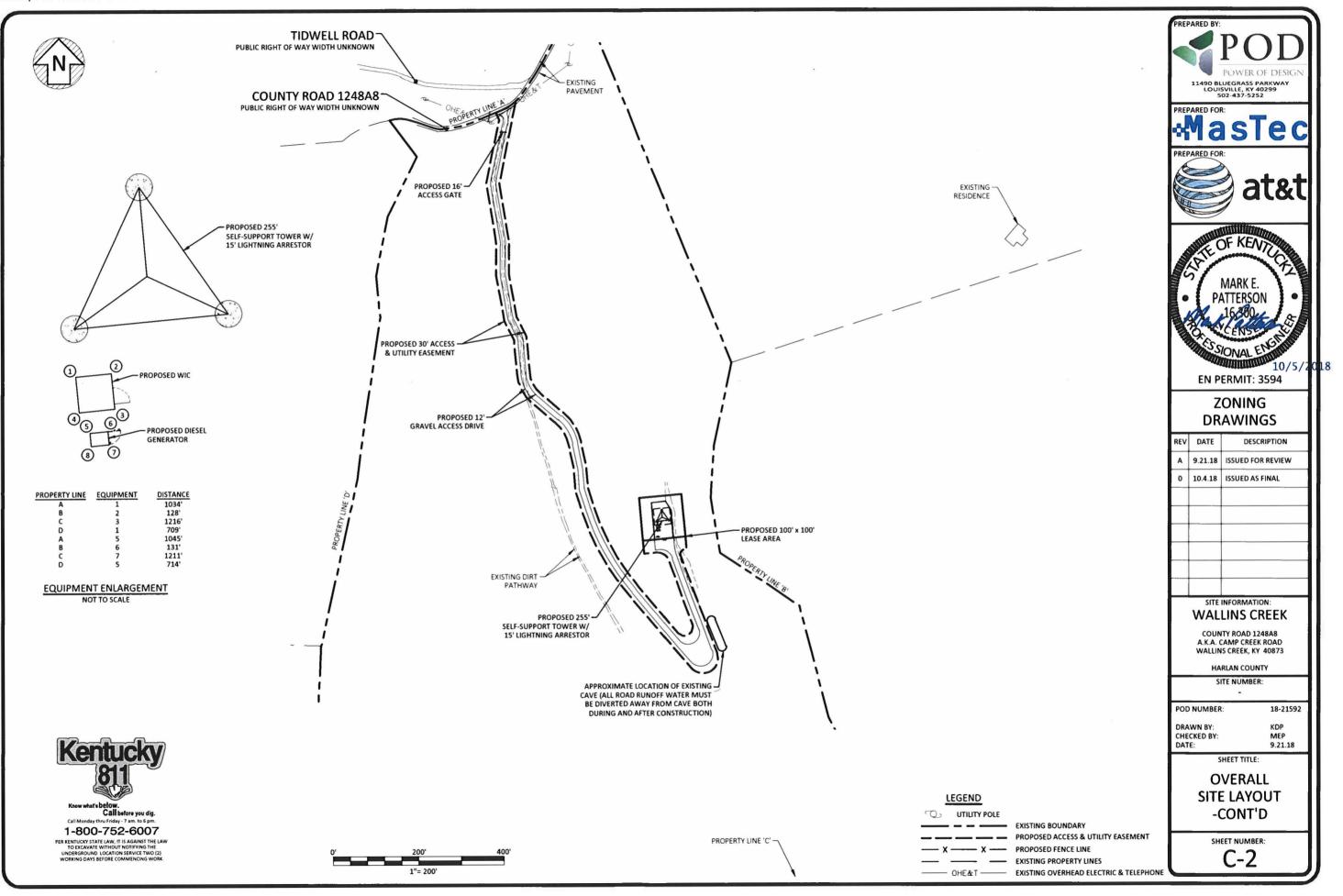
MARK PATTERSON, PLS #3136

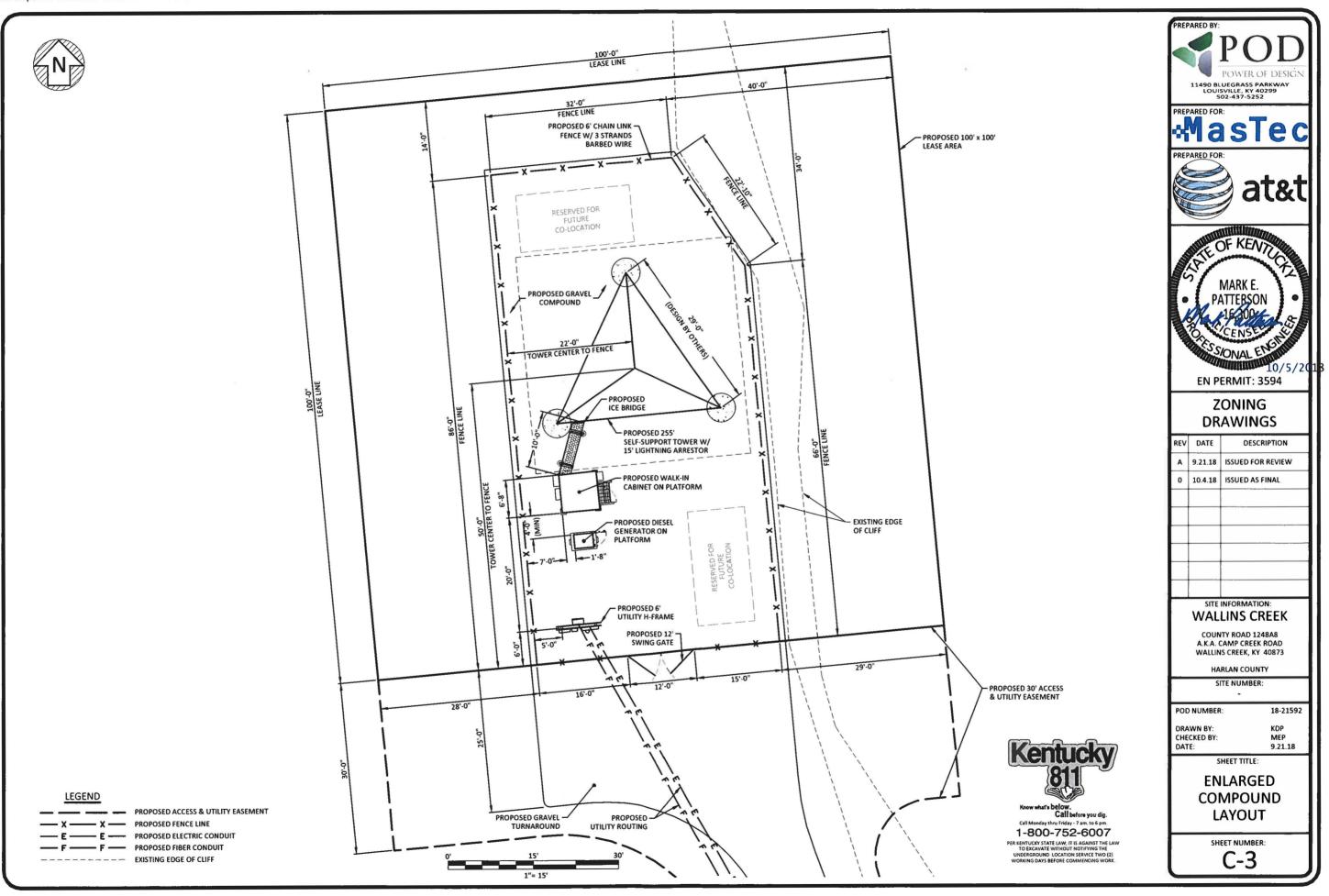
DATE

10/5/2018

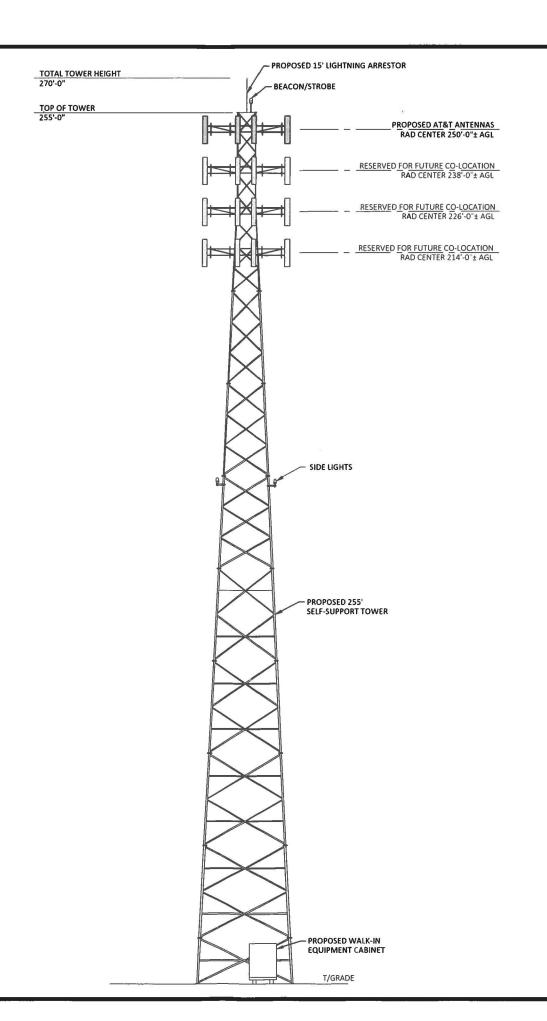








TOWER NOTES: 1. THE PROPOSED TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE 2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY. 3. SEE TOWER MANUFACTURER'S DRAWINGS FOR TOWER AND FOUNDATION DETAILS & SPECIFICATIONS. 4. MANUFACTURER'S DRAWINGS SUPERCEDE A&E DRAWINGS.



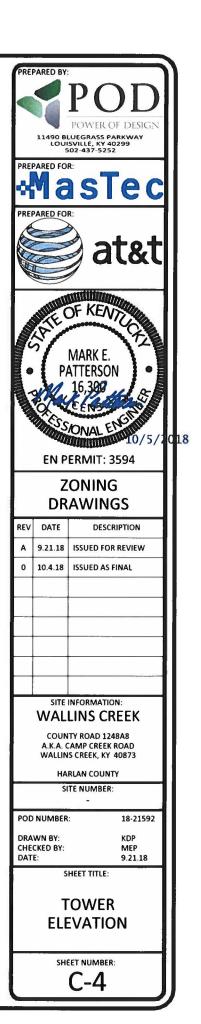


EXHIBIT C TOWER AND FOUNDATION DESIGN



Structural Design Report

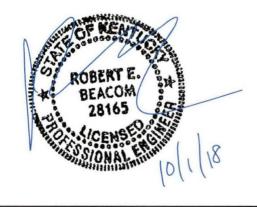
255' S3TL Series HD1 Self-Supporting Tower Site: Wallins Creek, KY

Prepared for: AT&T by: Sabre Towers & Poles $^{\text{TM}}$

Job Number: 418882

October 1, 2018

Tower Profile	1-2
Foundation Design Summary (Preliminary)	3
Maximum Leg Loads	4
Maximum Diagonal Loads	5
Maximum Foundation Loads	6
Calculations	7-20



O	Σ	NONE							565	255'	
ĹĽ.	L2X2X3/16	0					5.	11 @ 5'	1375	240'	
ш	٦					(1) 5/8"	1,2		1900	220'	
۵	×						ō,		2421	200'	
O	× 3/16						11.	9 @ 6.6667	3017	180'	
ш	L3X3X3/16						13'		3211	160'	
	ſ	NONE	NONE	NONE	NONE		15'		4305	140'	
8.625 OD X .500	_	2				(1) 3/4"	17.		4518	120'	
80							19.	10,	5173	100'	
∢	L4X4X1/4					147	21,	12 @ 10'	6207	80'	
						8,	23'		5877	60'	
12.75 OD X .375	L4X4X5/16					(2) 5/8"	25'		6556	40'	
1,	۲ م					3/4"	7.	S	31	20'	
	Ι	z	۵	ø	×	(2) 3/4"	27'	œ	7231	0'	\nearrow
				s	tals		dth	Height	ht		X 29' - 0"

Base Reactions

Total Fou	ındation	Individual Footing			
Shear (kips)	96.58	Shear (kips)	58.82		
Axial (kips)	200.4	Compression (kips)	639		
Moment (ft-kips)	15218	Uplift (kips)	561		
Torsion (ft-kips)	39.55				

Material List

Display	Value							
A	10.75 OD X .500							
В	8.625 OD X .322							
С	5.563 OD X .500							
D	5.563 OD X .375							
E	4.500 OD X .337							
F	3.500 OD X .300							
G	2.375 OD X .154							
Н	L 5 X 3 1/2 X 5/16 (SLV)							
1	L 3 1/2 X 3 1/2 X 1/4							
J	L 3 1/2 X 3 X 1/4 (SLV)							
K	L 2 1/2 X 2 1/2 X 1/4							
L	L 2 1/2 X 2 1/2 X 3/16							
М	L 2 X 2 X 1/8							
N	L 4 X 4 X 1/4							
0	L 2 X 2 X 3/16							
Р	L 3 X 3 X 1/4							
Q	L 3 X 3 X 3/16							
R	1 @ 13.333'							
S	1 @ 6.667'							

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 1/2" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 11) The foundation loads shown are factored loads.
- 12) The tower design meets the requirements for an Ultimate Wind Speed of 115 mph (Risk Category II), in accordance with the 2012 International Building Code.
- 13) Tower Rating: 98.79%

Sabre Industries

Towers and Poles

Sabre Communications Corporation 7101 Southbridge Drive

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

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by lows 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. 418882 Customer: AT&T

Site Name: Wallins Creek, KY
Description: 255' S3TL

10/1/2018

By: REB

Designed Appurtenance Loading

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

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

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

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418882 Customer:

Site Name: Wallins Creek, KY

255' S3TL 10/1/2018

By: REB

Page 2



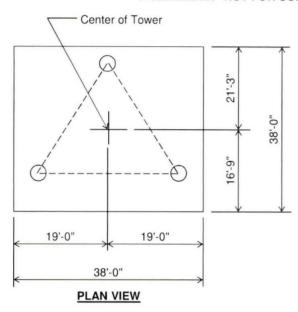
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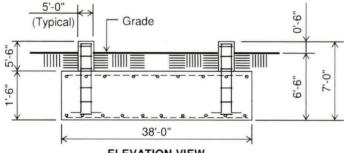
Date: 10/1/18 By: REB

Customer: AT&T Site: Wallins Creek, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.5 in. Ice per ANSI/TIA-222-G.

PRELIMINARY -NOT FOR CONSTRUCTION-





(92.2 cu. yds.)

(1 REQUIRED.; NOT TO SCALE)

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

<u>Notes</u>

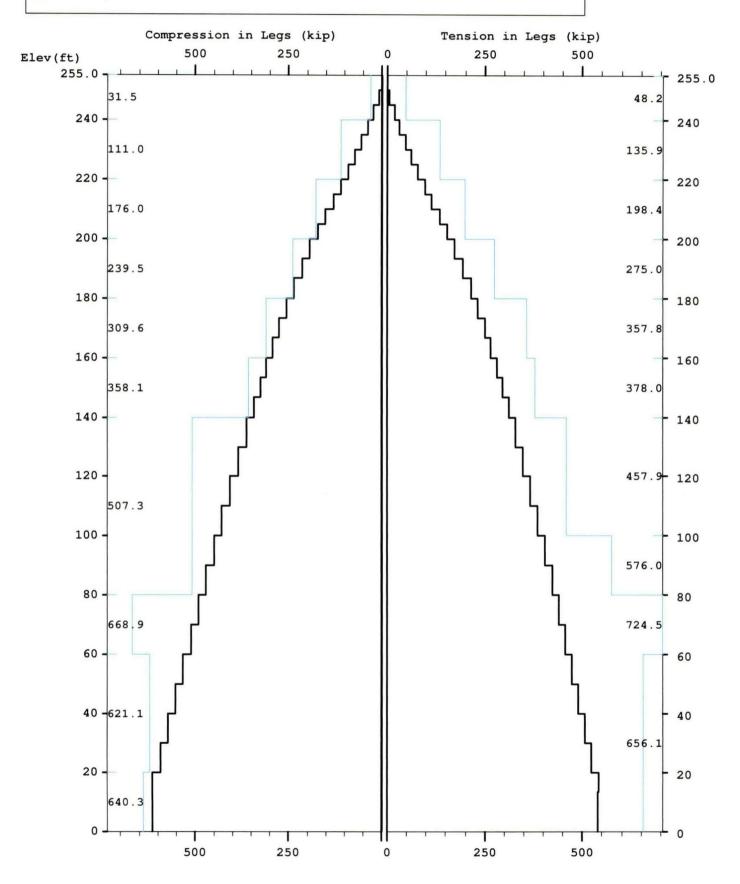
- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads: Factored download (kips) = 100.23 Factored overturn (kip-ft) = 15,218.17 Factored shear (kips) = 96.58
- 5' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

	Rebar Schedule per Mat and per Pier
Pier	(34) #6 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(66) #11 horizontal rebar evenly spaced each way top and bottom. (264 total)
	Anchor Bolts per Leg
(6) 1.7	5" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5"
	max, projection above concrete.

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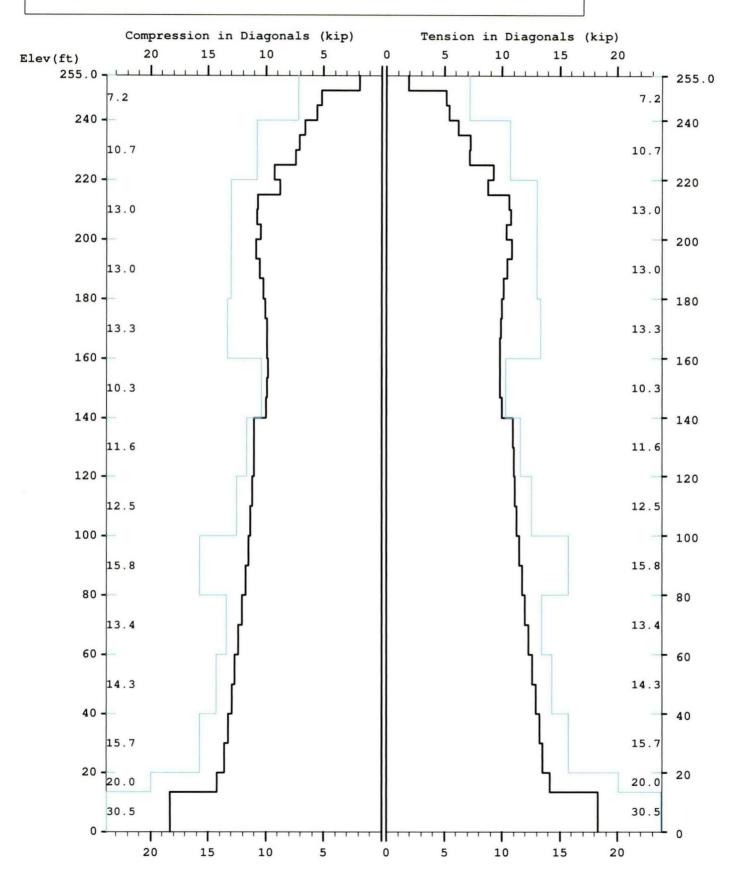
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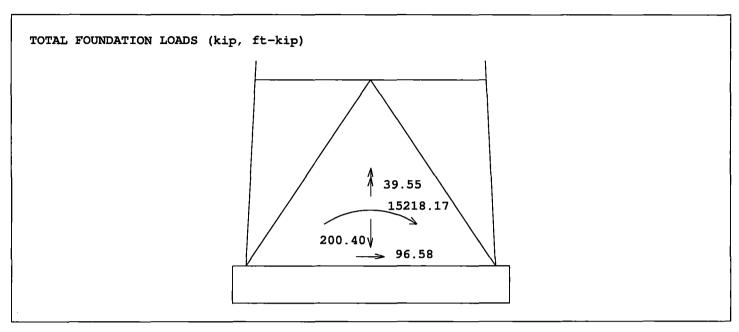


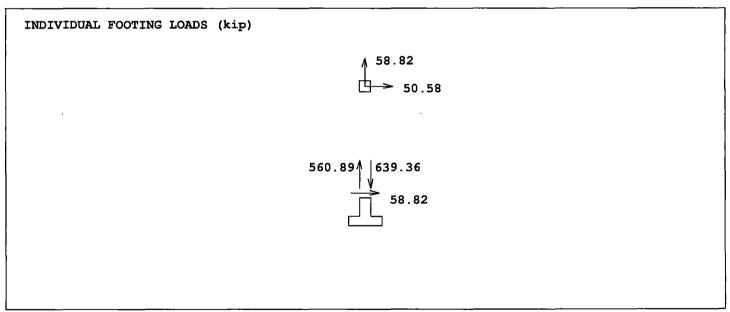
29 sep 2018

8:57:42

Licensed to: Sabre Towers and Poles

Maximum





Latticed Tower Analysis (Unguyed) Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 29 sep 2018 at: 8:57:42

MAST	GEOMETRY	(ft)
====		===	==:	==

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
× × × × × × × × × × × × × × × × × × ×	ຓຓຓຓຓຓຓຓຓຓຓຓຓ	250.00 240.00 235.00 220.00 200.00 180.00 160.00 140.00 100.00 80.00 60.00 40.00 20.00	255.00 250.00 240.00 235.00 220.00 200.00 180.00 140.00 120.00 80.00 60.00 40.00	5.00 5.00 5.50 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 25.00 27.67	5.00 5.00 5.00 5.50 7.00 9.00 11.00 13.00 15.00 17.00 21.00 23.00 27.00	5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00
Å	3	0.00	13.33	29.00	27.67	13.33

MEMBER PROPERTIES

MEMBER	BOTTOM	TOP	X-SECTN	RADIUS	ELASTIC	THERMAL
TYPE	ELEV	ELEV	AREA .	OF GYRAT	MODULUS	EXPANSN
	ft	ft	in.sq	in	ksi	/deg
			•			
LE	240.00	255.00	1.075	0.787	29000.	0.0000117
LE	220.00	240.00	3.016	0.787	29000.	0.0000117
LE	200.00	220.00	4.407	0.787	29000.	0.0000117
LE	180.00	200.00	6.111	0.787	29000.	0.0000117
.LE	160.00	180.00	7.952	0.787	29000.	0.0000117
LE	140.00	160.00	8.399	0.787	29000.	0.0000117
LE	80.00	140.00	12.763	0.787	29000.	0.0000117
LE	60.00	80.00	16.101	0.787	29000.	0.0000117
LE	0.00	60.00	14.579	0.787	29000.	0.0000117
DI	240.00	255.00	0.484	0.626	29000.	0.0000117
DI	220.00	240.00	0.715	0.626	29000.	0.0000117
DI	200.00	220.00	0.902	0.626	29000.	0.0000117
DI	180.00	200.00	1.188	0.626	29000.	0.0000117
DI	140.00	180.00	1.090	0.626	29000.	0.0000117
DI	120.00	140.00	1,562	0.626	29000.	0.0000117
DI	100.00	120.00	1.688	0.626	29000.	0.0000117
DI	40.00	100.00	1.938	0.626	29000.	0.0000117
DI	13.33	40.00	2.402	0.626	29000.	0.0000117
DI	0.00	13.33	2.559	0.626	29000.	0.0000117
но	250.00	255.00	0.484	0.626	29000.	0.0000117
но	235.00	240.00	0.715	0.626	29000.	0.0000117
но	0.00	13.33	1.938	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	COMP kip	EGS TENS kip	DIAC COMP kip	GONALS TENS kip	HORIZ COMP kip	ONTALS TENS kip	INT COMP kip	BRACING TENS kip
250.0 240.0 235.0 220.0 200.0 180.0 160.0	255.0 250.0 240.0 235.0 220.0 200.0 180.0	31.48 31.48 110.98 110.98 175.98 239.46 309.64	48.15 48.15 135.90 135.90 198.45 274.95 357.75	7.16 7.16 10.74 10.74 13.03 13.00 13.34	7.16 7.16 10.74 10.74 13.03 13.00 13.34	5.82 0.00 8.46 0.00 0.00 0.00	5.82 0.00 8.46 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00

						418882			
140.0	160.0	358.08	378.00	10.34	10.34	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	11.62	11.62	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
80.0	100.0	507.33	576.00	15.77	15.77	0.00	0.00	0.00	0.00
60.0	80.0	668.86	724.50	13.43	13.43	0.00	0.00	0.00	0.00
40.0	60.0	621.06	656.10	14.31	14.31	0.00	0.00	0.00	0.00
20.0	40.0	621.06	656.10	15.70	15.70	0.00	0.00	0.00	0.00
13.3	20.0	640.29	656.10	20.02	20.02	0.00	0.00	0.00	0.00
0.0	13.3	640.29	656.10	30.51	30.51	15.60	15.60	7.41	7.41

89 mph wind with no ice. Wind Azimuth: 00

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOADAT RADIUS AZI ft	LOAD AZI	FORCES HORIZ kip	DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
с с с с	260.0 250.0 238.0 226.0 214.0	0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0	0.0 0.0 0.0 0.0	0.28 10.00 7.41 7.33 7.24	0.15 7.20 4.80 4.80 4.80	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 225.0 215.0 210.0 210.0 210.0 210.0 160.0 140.0 140.0 110.0 80.0 40.0 20.0 20.0 20.0	0.00 180.0 0.00 42.0 0.00 42.0 0.00 64.4 0.00 64.4 0.00 79.5 0.00 83.3 0.00 82.0 0.00 89.2 0.00 353.1 0.00 322.4 0.00 322.4 0.00 322.4 0.00 322.3 0.00 322.3 0.00 322.3 0.00 322.3 0.00 322.3 0.00 322.4 0.00 322.3 0.00 322.4 0.00 322.3 0.00 322.4 0.00 322.3 0.00 322.4 0.00 322.3		0.07 0.13 0.13 0.16 0.17 0.17 0.18 0.20 0.22 0.22 0.23 0.22 0.23 0.24 0.23 0.24 0.25 0.26 0.26 0.26 0.27 0.25 0.26 0.27 0.20 0.20	0.04 0.06 0.06 0.12 0.12 0.13 0.15 0.18 0.20 0.23 0.24 0.22 0.23 0.33 0.35 0.24 0.27 0.33 0.35 0.41 0.42 0.42 0.42 0.42 0.45 0.50	0.00 0.00 0.06 0.06 0.06 0.06 0.05 0.05	0.00 0.10 0.11 0.11 0.11 0.11 0.10 0.06 0.06 0.06 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.05

89 mph wind with no ice. Wind Azimuth: 00

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCES HORIZ kip	DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
с с с с	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.28 10.00 7.41 7.33 7.24	0.12 5.40 3.60 3.60 3.60	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 200.0 215.0 200.0 180.0 160.0 140.0 110.0 110.0 110.0 20.0 20.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 42.0 442.0 442.0 644.4 79.5 833.3 92.0 899.2	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.07 0.07 0.13 0.13 0.16 0.16 0.17 0.18 0.20 0.22 0.22 0.22 0.23 0.24 0.24 0.25 0.26 0.26 0.26 0.25 0.26 0.25 0.26 0.25 0.26 0.25 0.26 0.25 0.26 0.27 0.25 0.26 0.27 0.27 0.28 0.29 0.29 0.29 0.20 0.20 0.24 0.25 0.26 0.26 0.27 0.26 0.27 0.27 0.28 0.29 0.29 0.29 0.29 0.29 0.29 0.29 0.29	0.03 0.04 0.04 0.09 0.09 0.10 0.11 0.11 0.13 0.15 0.15 0.17 0.20 0.20 0.20 0.21 0.25 0.26 0.31 0.31 0.33 0.37	0.00 0.00 0.04 0.04 0.04 0.04 0.04 0.03 0.03	0.00 0.10 0.11 0.11 0.11 0.11 0.10 0.06 0.06

LOADING CONDITION Y RURUWWWW.

30 mph wind with 0.5 ice. Wind Azimuth: 0♦

MAST LOADING

LOAD	ELEV	APPLYLO	ADAT	LOAD	FORCE	ES	MOME	NTS
TYPE		RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	260.0	0.00	0.0	0.0	0.04	0.25	0.00	0.00
C	250.0	0.00	0.0	0.0	1.06	14.55	0.00	0.00
C	238.0	0.00	0.0	0.0	1.17	9.67	0.00	0.00
С	226.0	0.00	0.0	0.0	1.15	9.65	0.00	0.00
C	214.0	0.00	0.0	0.0	1.13	9.62	0.00	0.00
_	255.0	0.00	100 0		0.01	0.10	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.12	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.12	0.00	0.00
D	250.0	0.00	42.0	0.0	0.01	0.18	0.17	0.01
D	240.0	0.00	42.0	0.0	0.01	0.18	0.17	0.01
D	240.0	0.00	68.0	0.0	0.01	0.29	0.16	0.01
D	235.0	0.00	68.0	0.0	0.01	0.29	0.16	0.01
D	235.0	0.00	86.0	0.0	0.02	0.30	0.17	0.01
D	230.0	0.00	86.0	0.0	0.02	0.30	0.17	0.01
D	230.0	0.00	88.3	0.0	0.02	0.32	0.15	0.01
D	225.0	0.00	88.3	0.0	0.02	0.32	0.15	0.01
D	225.0	0.00	89.1	0.0	0.02	0.38	0.11	0.00
D	220.0	0.00	89.1	0.0	0.02	0.38	0.11	0.00

	220.0 215.0 215.0 210.0 210.0 180.0 180.0 160.0 140.0 140.0 110.0 80.0 80.0 50.0 20.0 20.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	86.5 348.3 342.4 3321.9 3322.3 3322.3 3322.3 3322.3 3322.3 3322.4 3322.4	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.02 0.02 0.02 0.02 0.02 0.02 0.02 0.02	418882 0.42 0.47 0.47 0.49 0.53 0.56 0.57 0.59 0.60 0.64 0.67 0.71 0.76 0.77	0.12 0.12 0.04 0.06 0.06 0.06 0.06 0.06 0.06 0.06	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
D	20.0	0.00	322.4	0.0	0.02	0.75	0.06	0.00

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG		HORIZ	BRACE
255.0	0.84 S	1.92	6	1.20 A	0.00 A
250.0				0.20 G	0.00 A
245.0	4.83 M	5.18		0.26 I	0.00 A
240.0	18.39 M	5.45	N	0.55 K	0.00 A
235.0	31.02 M	6.26	М	0.16 A	0.00 A
230.0	46.94 M	7.23	Н	0.12 A	0.00 A
	62.27 M	7.23	Т		
225.0	78.60 M	9.24	Н	0.06 A	0.00 A
220.0	97.53 M	8.76	N	0.22 A	0.00 A
215.0	114.08 M	10.60	N	0.03 a	0.00 A
210.0	134.98 M	10.77	R	0.24 A	0.00 A
205.0	152.72 M	10.37		0.05 A	0.00 A
200.0	173.61 M	10.88		0.20 A	0.00 A
193.3				0.07 A	0.00 A
186.7	193.99 M	10.46		0.18 A	0.00 A
180.0	214.28 M	10.18	R	0.07 A	0.00 A
173.3	232.06 м	9.99	X	0.12 A	0.00 A
166.7	249.75 M	9.89	X	0.07 A	0.00 A
160.0	265.76 м	9.83	X	0.10 A	0.00 A
	281.74 M	9.83	R		
153.3	296.52 м	9.87	P	0.09 A	0.00 A
146.7	311.33 M	9.95	v	0.09 A	0.00 A
140.0	328.40 M	10.96	Р	0.09 A	0.00 A
130.0	348.80 M	11.01	v	0.11 A	0.00 A
120.0	367.88 M	11.11		0.08 A	0.00 A
110.0	386.76 M	11.27		0.10 A	0.00 A
100.0				0.06 A	0.00 A
	404.74 M	11.47	Р		

			41	.8882
90.0			0.09 A	0.00 A
00 0	422.61 M	11.72 P	0.00	0.00
80.0	439.83 M	11.99 P	0.06 A	0.00 A
70.0	455.05 M	TT:33 F	0.06 A	0.00 A
	456.94 M	12.29 P		
60.0	473.63 M	12.60 V	0.06 A	0.00 A
50.0	4/3.03 M	12.60 V	0.06 A	0.00 A
30.0	490.30 M	12.93 P	0.00 A	0.00 A
40.0		12 24	0.05 o	0.00 A
30.0	506.61 M	13.24 V	0.08 s	0.00 A
30.0	522.75 M	13.52 P	0.00 3	0.00 A
20.0			0.15 A	0.00 A
17 7	541.53 M	14.18 V	0.04.11	0 00 -
13.3	540.35 M	18.28 V	0.84 U	0.00
0.0	5 10 1 5 1 M		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	1 02 4	1 00 4	-1.21 G	0.00 A
250.0	-1.02 A	-1.90 A	-0.19 M	0.00 A
245.0	-9.37 G	-5.20 B	-0.18 0	0.00 A
	-23.14 G	~5.55 н	•	
240.0	-37.61 G	-6.61 G	-0.50 Q	0.00 A
235.0	-55.74 G	 -7.11 N	-0.10 s	0.00 A
230.0	-71.84 G		-0.11 S	0.00 A
225.0		-7.38 н	-0.02 s	0.00 A
220.0	-91.19 G	-9.26 B	-0.20 s	0.00 A
215.0	-110.81 G	-8.79 в	-0.01 U	
	-130.32 G	-10.73 G		0.00 A
210.0	-152.72 G	 -10.76 ⊤	-0.21 S	0.00 A
205.0	-171.26 G	-10.42 в	-0.03 S	0.00 A
200.0			-0.18 s	0.00 A
193.3	-193.28 G	-10.89 B	-0.05 s	0.00 A
	-214.91 G	-10.50 B		
186.7	-236.55 G	-10.20 L	-0.16 S	0.00 A
180.0	-255.70 G	-10.03 F	-0.05 S	0.00 A
173.3	-274.86 G	-9.91 L	-0.10 s	0.00 A
166.7			-0.06 s	0.00 A
160.0	-292.34 G	-9.86 F	-0.09 s	0.00 A
153.3	-309.86 G	-9.85 L	-0.08 S	0.00 A
	-326.19 G	-9.90 J		
146.7	-342.61 G	-9.97 J	-0.08 S	0.00 A
140.0	-361.82 G	-11.02 J	-0.08 S	0.00 A
130.0			-0.10 s	0.00 A
120.0	-385.04 G	-11.05 J	-0.07 s	0.00 A
110.0	-406.94 G	-11.16 D	-0.08 s	0.00 A
	-428.75 G	-11.31)		
100.0			-0.05 s	0.00 A

			418	3882
90.0	-449.71 G	-11.52 D	-0.08 s	0.00 A
80.0	-470.67 G	-11.76 J	-0.05 s	0.00 A
70.0	-491.15 G	-12.05 D	-0.05 s	0.00 A
60.0	-511.71 G	-12.34 J	-0.05 s	0.00 A
50.0	-531.83 G	-12.65 D	-0.05 s	0.00 A
40.0	-551.97 G	-12.97 J 	-0.06 I	0.00 A
30.0	-571.87 G	-13.27 D	-0.09 A	0.00 A
20.0	-591.73 G	-13.56 J	-0.13 s	0.00 A
13.3	-613.90 G	-14.25 D	-1.01 C	0.00 D
0.0	-615.47 G	-18.33 D	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAGE	LE	G COMPRE			LEG TENS	
MAST ELEV ft	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	1.02	31.48	0.03	0.84	48.15	0.02
250.00	9.37	31.48	0.30	4.83	48.15	0.10
245.00	23.14	31.48	0.74	18.39	48.15	0.38
240.00	37.61	110.98	0.74	31.02	135.90	0.23
235.00	55.74	110.98	0.50	46.94	135.90	0.25
230.00						
225.00	71.84	110.98	0.65	62.27	135.90	0.46
220.00	91.19	110.98	0.82	78.60	135.90	0.58
215.00	110.81	175.98	0.63	97.53	198.45 	0.49
210.00	130.32	175.98 	0.74	114.08	198.45	0.57
205.00	152.72	175.98	0.87	134.98	198.45	0.68
200.00	171.26	175.98	0.97	152.72	198.45	0.77
193.33	193.28	239.46	0.81	173.61	274.95	0.63
186.67	214.91	239.46	0.90	193.99	274.95	0.71
180.00	236.55	239.46	0.99	214.28	274.95	0.78
	255.70	309.64	0.83	232.06	357.75	0.65
173.33	274.86	309.64	0.89	249.75	357.75	0.70
166.67	292.34	309.64	0.94	265.76	357.75	0.74
160.00	309.86	358.08	0.87	281.74	378.00	0.75
153.33	326.19	358.08	0.91	296.52	378.00	0.78
146.67	342.61	358.08	0.96	311.33	378.00	0.82
140.00	361.82	507.33	0.71	328.40	457.90	0.72
130.00	385.04	507.33	0.76	348.80	457.90	0.76
120.00	406.94	507.33	0.80	367.88	457.90	0.80
110.00	428.75	507.33	0.85	386.76	457.90	0.84
100.00	449.71	507.33	0.89	404.74	576.00	0.70
	443.71	307.33	0.05	404.74	370.00	0.70

90.00						418882
80.00	470.67	507.33	0.93	422.61	576.00	0.73
	491.15	668.86	0.73	439.83	724.50	0.61
70.00	511.71	668.86	0.77	456.94	724.50	0.63
	531.83	621.06	0.86	473.63	656.10	0.72
50.00	551.97	621.06	0.89	490.30	656.10	0.75
40.00	571.87	621.06	0.92	506.61	656.10	0.77
30.00	591.73	621.06	0.95	522.75	656.10	0.80
20.00	613.90	640.29	0.96	541.53	656.10	0.83
13.33	615.47	640.29	0.96	540.35	656.10	0.82
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST	- DIA	G COMPRE		DIAG TENSION			
ELEV ft	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO	
255.00 -	1.90	 7.16	0.27	1.92	7.16	0.27	
250.00 -	5.20	7.16	0.73	5.18	7.16	0.72	
245.00 -	5.55	7.16	0.77	5.45	7.16	0.76	
240.00 -	6.61	10.74	0.62	6.26	10.74	0.58	
235.00 -	7.11	10.74	0.66	7.23	10.74	0.67	
230.00 -			0.69				
225.00 -	7.38 9.26	10.74	0.89	7.23	10.74	0.67	
220.00 -		10.74		9.24		0.86	
215.00 -	8.79 	13.03	0.67	8.76 	13.03	0.67	
210.00 -	10.73	13.03	0.82	10.60	13.03	0.81	
205.00 -	10.76	13.03	0.83	10.77	13.03	0.83	
200.00 -	10.42	13.03	0.80	10.37	13.03	0.80	
193.33 -	10.89	13.00	0.84	10.88	13.00	0.84	
186.67 -	10.50	13.00	0.81	10.46	13.00	0.80	
	10.20	13.00	0.78	10.18	13.00	0.78	
180.00 -	10.03	13.34	0.75	9.99	13.34	0.75	
173.33 -	9.91	13.34	0.74	9.89	13.34	0.74	
166.67 -	9.86	13.34	0.74	9.83	13.34	0.74	
160.00 -	9.85	10.34	0.95	9.83	10.34	0.95	
153.33 -	9.90	10.34	0.96	9.87	10.34	0.95	
146.67 -	9,97	10.34	0.96	9.95	10.34	0.96	
140.00 -	11.02	11.62	0.95	10.96	11.62	0.94	
130.00 -	11,05	11.62	0.95	11.01	11.62	0.95	
120.00 -	11.16	12.53	0.89	11.11	12.53	0.89	
110.00 -	11.31	12.53	0.90	11.27	12.53	0.90	
100.00 -	11.52	15.77	0.30	11.47	15.77	0.30	
90.00 -							
	11.76	15.77	0.75	11.72	15.77	0.74	

						418882		
80.00	12.05	13.43	0.00	11.99	12 42			
70.00			0.90		13.43	0.89		
60.00	12.34	13.43	0.92	12.29	13.43	0.92		
50.00	12.65	14.31	0.88	12.60	14.31	0.88		
40.00	12.97 	14.31 	0.91	12.93	14.31 	0.90		
30.00	13.27	15.70 	0.85	13.24	15.70 	0.84		
20.00	13.56	15.70 	0.86	13.52	15.70 	0.86		
13.33	14.25	20.02	0.71	14.18	20.02	0.71		
0.00	18.33	30.51	0.60	18.28	30.51	0.60		
	TNDTVTDI	UAL FOUNDA	אדדטא ונ	nansi (k	in)			
NOR	 TH	LOAD EAST		ENTS	 UPLIF		TOTAL SHEAR	
	82 G	50.58 K		9.36 G	-560.8		58.82 G	
30.0	02 G	30.36 K	03:	9.30 G	-300.6	ואו כ	30.02 G	
96.6	92.1	TOTAL @ 0.0 96.6	200.4		ORTH 18.2	EAST 14593.7	TOTAL @ 0.0 15218.2	39.6
90.0 G	92.1	90.0 G	200.4 C	132.	G G	14393.7 J	G G	79.0 T
							=========	
attice Processe	d Tower / ed under	Analysis (license a		d)	(c		ymast Inc. 41	.6-736-7453
	owers and						9 sep 2018 a	it: 8:58:2
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		*********** ******			******* Conditi		**************	
*****	*****	*****	******	*****	*****	****	*****	******
Only 1	condition	on(s) show	vn in fu	ווג				
		-					wind tunnel t	-
	CONDITIO	ON A ==						
0 mph w	ind with	no ice. V	vind Azi	imuth: 0	•			
•								

MAST LOADING

C 250.0 0.00 0.0 0.0 2.84 6.00 0.00 0.00	LOAD TYPE	ELEV ft	APPLYLOAD RADIUS ft	OAT AZI	LOAD AZI	FORCES HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
	Ċ	250.0 238.0	0.00	0.0	0.0	2.84 2.10	6.00 4.00	0.00	0.00 0.00 0.00 0.00

					418882		
D 255 D 250 D 240 D 2435 D 235 D 225 D 225 D 225 D 220 D 210 D 210 D 210 D 210 D 180 D 180 D 160 D 140 D 140 D 140 D 140 D 110 D 20 D 20 D 20 D 210 D 180 D 140 D 140 D 110	0.00 0.00	180.0 180.0 42.0 64.4 64.4 79.5 83.3 92.0 89.2 89.2 89.2 89.2 353.1 352.3 322.4 321.9 322.4 321.9 322.4 321.9 322.3 322.3 322.3 322.3 322.3 322.3		0.02 0.02 0.04 0.05 0.05 0.05 0.06 0.06 0.07 0.07 0.07 0.07 0.07 0.07	418882 0.03 0.03 0.05 0.05 0.10 0.10 0.11 0.13 0.15 0.15 0.16 0.17 0.17 0.17 0.19 0.20 0.21 0.22 0.23 0.29 0.21 0.22 0.23 0.29 0.31 0.35 0.35 0.35	0.00 0.00 0.05 0.05 0.05 0.05 0.04 0.04 0.04 0.01 0.02 0.03	0.00 0.00 0.03 0.03 0.03 0.03 0.03 0.02 0.02
D 13.		322.4 322.4	0.0	0.07 0.07	0.41 0.41	0.02 0.02	0.01 0.01

MAXIMUM MAST DISPLACEMENTS:

=======	=======================================	:= ====		
EL E V ft	- LEGS	DIAG	HORIZ	BRACE
255.0	0.19 G	0.56 G	0.34 A	0.00 A
250.0	0.00 A	1.48 H	0.06 G	0.00 A
245.0			0.10 I	0.00 A
240.0	3.68 A	1.53 B	0.17 K	0.00 A
235.0	6.70 A	1.69 A	0.06 A	0.00 A
230.0	10.54 A	2.10 H	0.04 A	0.00 A
225.0	14.71 A	2.01 B	0.03 A	0.00 A
220.0	18.36 A	2.62 H	0.07 A	0.00 A
215.0	23.59 A	2.48 H	0.01 c	0.00 A
210.0	27.33 A	2.97 B	0.08 A	0.00 A
205.0	32.82 A	3.06 в	0.02 A	0.00 A
200.0	37.68 A	2.93 в	0.07 A	0.00 A
193.3	43.33 A	3.09 н	0.02 A	0.00 A
186.7	48.84 A	2.96 в	0.06 A	0.00 A
180.0	54.29 A	2.90 L	0.02 A	0.00 A
173.3	59.04 A	2.84 L	0.04 A	0.00 A
166.7	63.73 A	2.82 L	0.04 A	0.00 A
160.7	67.97 A	2.80 L	0.02 A	0.00 A
	72.17 A	2.81 L		
153.3	76.05 A	2.82 D	0.03 A	0.00 A
146.7	79.92 A	2.86 J	0.03 A	0.00 A
140.0	84.32 A	3.14 D	0.03 A	0.00 A
130.0	89.49 A	3.16 D	0.04 A	0.00 A
120.0	94.30 A	3.19 D	0.03 A	0.00 A
110.0	99.03 A	3.25 D	0.03 A	0.00 A
100.0	103.50 A	3.31 D	0.02 A	0.00 A
90.0	107.92 A	3.38 D	0.03 A	0.00 A
80.0	112.11 A	3.46 D	0.02 A	0.00 A
70.0	116.22 A	3.55 D	0.02 A	0.00 A
60.0	120.20 A	3.63 J	0.02 A	0.00 A
50.0	124.18 A	3.72 J	0.02 A	0.00 A
40.0	128.01 A	3.81 J	0.01 C	0.00 A
30.0	131.74 A	3.89 D	0.02 G	0.00 A
20.0	136.42 A	4.07 J	0.05 A	0.00 A
13.3	135.11 A	5.26 J	0.21 I	0.00 н
0.0			0.00 A	0.00 A

418882

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0			-0.35 G	0.00 A
250.0	-0.35 A	-0.54 A	-0.05 A	0.00 A
245.0	-4.08 G	-1.50 В 	-0.03 c	0.00 A
240.0	-8.05 G	-1.62 н 	-0.12 E	0.00 A
235.0	-12.72 G	-1.98 G	-0.01 G	0.00 A
230.0	-18.52 G	-1.99 B	-0.03 G	0.00 A
	-23.30 G	-2.15 H		
225.0	-29.70 G	-2.64 B	0.00 A	0.00 A
220.0	-35.42 G	-2.51 H	-0.05 G	0.00 A
215.0	-41.83 G	-3.07 G	0.00 A	0.00 A
210.0	-48.59 G	-3.05 в	-0.05 G	0.00 A
205.0	-54.03 G	 -2.98 в	0.00 G	0.00 A
200.0	-60.54 G	-3.10 в	-0.04 G	0.00 A
193.3	-66.98 G	 -3.01 н	-0.01 G	0.00 A
186.7			-0.04 G	0.00 A
180.0	-73.45 G	-2.92 L	-0.01 G	0.00 A
173.3	-79.21 G	-2.88 L	-0.02 G	0.00 A
166.7	-85.01 G	-2.84 L	-0.01 G	0.00 A
160.0	-90.33 G	-2.84 L	-0.02 G	0.00 A
153.3	-95.67 G	-2.83 L	-0.02 G	0.00 A
146.7	-100.69 G	-2.86 J	-0.02 G	0.00 A
140.0	-105.74 G	-2.87 D	-0.02 G	0.00 A
130.0	-111.71 G	-3.19 D		
	-119.02 G	-3.20 D	-0.02 G	0.00 A
120.0	-125.95 G	-3.24 D	-0.02 G	0.00 A
110.0	-132.88 G	-3.29 D	-0.02 G	0.00 A
100.0	-139.60 G	-3.36 D	-0.01 G	0.00 A
90.0	-146.33 G	 -3.43 D	-0.02 G	0.00 A
80.0	-152.98 G	 -3.51 J	-0.01 G	0.00 A
70.0	-159.69 G	 -3.59 J	-0.01 G	0.00 A
60.0	-166.26 G		-0.01 G	0.00 A
50.0		-3.68 D 	-0.01 G	0.00 A
40.0	-172.83 G	-3.77 D	-0.02 I	0.00 A
30.0	-179.36 G	-3.85 D	-0.03 A	0.00 A
20.0	-185.90 G	-3.93 D	-0.03 G	0.00 A
13.3	-192.95 G	-4.13 D	-0.32 C	0.00 c
0.0	-194.26 G	-5.30 D	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

418882

	TOTAL			
NORTH	EAST	DOWN	UPLIFT	SHEAR
17.94 G	15.43 K	201.73 G	-140.37 A	17.94 G

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

H NORTH	IORIZONTA EAST	TOTAL	DOWN	NORTH	OVERTURNING EAST	TOTAL	TORSION
27.8 G	-26.5 D	0.0 27.8 G	83.5 G	4367.2 G	-4189.4 D	@ 0.0 4367.2 G	11.2 H

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1
Customer AT&T
Project Number 418882
Date 10/1/2018
Engineer REB

OWORD	11	Loads:	
Overa		LUAUS.	

Factored Moment (ft-kips) Factored Axial (kips) Factored Shear (kips) Individual Leg Loads: Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)	15218.17 200.40 96.58 561.00 639.00 59.00	Tower eccentric from mat (ft):	= 2.25
Width of Tower (ft)	29	Allowable Bearing Pressure (ksf)	2.50
Ultimate Bearing Pressure	5.00	Safety Factor	2.00
Bearing Φs	0.75		
Bearing Design Strength (ksf)	3.75	Max. Factored Net Bearing Pressure (ksf)	3.48
Water Table Below Grade (ft)	999	N	00.00
Width of Mat (ft)	38	Minimum Mat Width (ft)	36.00
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft) Bolt Circle Diameter (in)	6.5		
Top of Concrete to Top	10		
of Bottom Threads (in)	72.625		
Diameter of Pier (ft)	5	Minimum Pier Diameter (ft)	2.83
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	4.43
Ht. of Pier Below Ground (ft)	5	Equivalent Square b (it)	4.45
Quantity of Bars in Mat	66		
Bar Diameter in Mat (in)	1.41		
Area of Bars in Mat (in²)	103.06		
Spacing of Bars in Mat (in)	6.90	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	34	3 ()	
Bar Diameter in Pier (in)	0.75		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in ²)	15.02	Minimum Pier A _s (in ²)	14.14
Spacing of Bars in Pier (in)	4.82	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd3)	92.22		

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-	Way	She	ar.

Average d (in)	13.59		
ϕv_c (ksi)	0.228	v _u (ksi)	0.214
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.253		
$\phi v_c = \phi 4 f'_c^{1/2}$	0.228		
Shear perimeter, bo (in)	223.59		
$eta_{ extsf{c}}$	1		
O4 - 1- 1114			

Stability:

Overturning Design Strength (ft-k)	20395.7	Factored Overturning Moment (ft-k)	15894.2
One-Way Shear:			
ϕV_c (kips)	706.7	V _u (kips)	675.1
Pier Design:			
Design Tensile Strength (kips)	811.1	Tu (kips)	561.0
ϕV_n (kips)	198.1	V _u (kips)	59.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_w d$	198.1		
V _s (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d (kips)$	772.8
Maximum Spacing (in)	7.81	(Only if Shear Ties are Required)	
Actual Hook Development (in)	12.18	Req'd Hook Development I _{dh} (in)	8.84
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	426.0	P _u (kips)	561.0
Pier Rebar Development Length (in)	52.50	Required Length of Development (in)	18.56
Flexure in Slab:			
φM _n (ft-kips)	5480.4	M _u (ft-kips)	5435.9

rickure ili Siab.		
φM _n (ft-kips)	5480.4	M _u (ft-kips)
a (in)	3.55	
Steel Ratio	0.01663	
β_1	0.825	
Maximum Steel Ratio (ρ _t)	0.0197	
Minimum Steel Ratio	0.0018	
Rebar Development in Pad (in)	124.13	Required Development in Pad (in)

Rebar Development in Pad (in)	124.13	Required Development in Pad (in)	20.77

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



August 15th, 2018 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – Wallins Creek
Proposed Cell Tower
36 48 02.36 North Latitude, 83 24 43.64 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

Navigation

Reports

PSC Home

KY Public Service Commission

Master Utility Search

 Search for the utility of interest by using any single or combination of criteria.

Utility ID Utility
Name

Address/City/Contact Utility Type

Status

▼ Active ▼

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

Search

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC ·
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	С	Morristown	NJ
View	44451184	Alltel Communications, LLC	Cellular	Α	Basking Ridge	NJ
View	4110850	AltaWorx, LLC	Cellular	С	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	С	Toledo	он
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View.	4110700	Andrew David Balholm dba Norcell	Cellular	С	Clayton	WA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4108750	Blue Jay Wireless, LLC	Cellular	С	Carrollton	TX
View	4111050	BlueBird Communications, LLC	Cellular	С	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	Α	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI

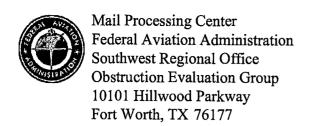
View	4110050	CampusSims, Inc.	Cellular	D	Boston	МА
Ni dive		Cellco Partnership dba Verizon			Basking	
		Wireless	Cellular	Α	Ridge	NJ
		Cintex Wireless, LLC	Cellular		Rockville	MD
View	4111000	ComApp Technologies LLC	Cellular	С	Melrose	MA
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	Α	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	Α	San Antonio	TX
View	4001900	CTC Communications Corp. d/b/a EarthLink Business I	Cellular	D	Grand Rapids	MI
View	10640	Cumberland Cellular Partnership	Cellular	Α	Elizabethtown	KY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	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	ок
		Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
	1	Google North America Inc.	Cellular	В	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	Α	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	Α	Basking Ridge	ĽΝ
View	4110600	Horizon River Technologies, LLC	Cellular	С	Atlanta	GA
View	4103100	i-Wireless, LLC	Cellular	Α	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	Α	Basking Ridge	LΝ
View	10680	Kentucky RSA #3 Cellular General	Cellular	Α	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	Α	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4110900	Lunar Labs, Inc.	Cellular	С	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	ИJ
View	4108800	MetroPCS Michigan, LLC	Cellular	Α	Bellevue	WA
1	1		1	1		1

View		Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	ĽΝ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	Α	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	С	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
View	4110250	Plintron Technologies USA LLC	Celiular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	ОН
View	→ / /	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	Α	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View		Rural Cellular Corporation	Cellular	l	Basking Ridge	ΝJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View		SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	Α	Carbondale	IL
View	411111711	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	ĽΝ
View∝	4200100	Sprint Spectrum, L.P.	Cellular	Α	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	Α	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
View	4	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4/U//UI	T-Mobile Central, LLC dba T- Mobile	Cellular	Α	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View		Telefonica USA, Inc.	Cellular	D	Miami	FL
.View	4108900	Telrite Corporation dba Life Wireless	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Kansas City	МО
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	Α	Toronto	ÓN
		Torch Wireless Corp.	Cellular	D	Jacksonville	FL

Utility Master Information -- Search

View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
View	4104200	TracFone Wireless, Inc.	Cellular	D _	Miami	FL.
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc.	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	Α	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	С	Lone Tree	СО
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	С	New York	NY
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	KY

EXHIBIT E FAA



Issued Date: 09/20/2018

ROBERT P. WALTERS AT&T MOBILITY - (dc) VP-RAN OPERATIONS 208 S Akard Dr # 1016.1 Dallas, TX 75202

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

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

Structure:

Tower Wallins Creek

Location:

Wallins Creek, KY

Latitude:

36-48-02.36N NAD 83

Longitude:

83-24-43.64W

Heights:

1537 feet site elevation (SE)

270 feet above ground level (AGL)

1807 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 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

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

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

This determination expires on 03/20/2020 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 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.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

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 (206) 231-2993, or lynnette.farrell@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-13610-OE.

Signature Control No: 368759408-385611765

(DNE)

Lynnette Farrell Technician

Attachment(s) Map(s)

cc: FCC

TOPO Map for ASN 2018-ASO-13610-OE

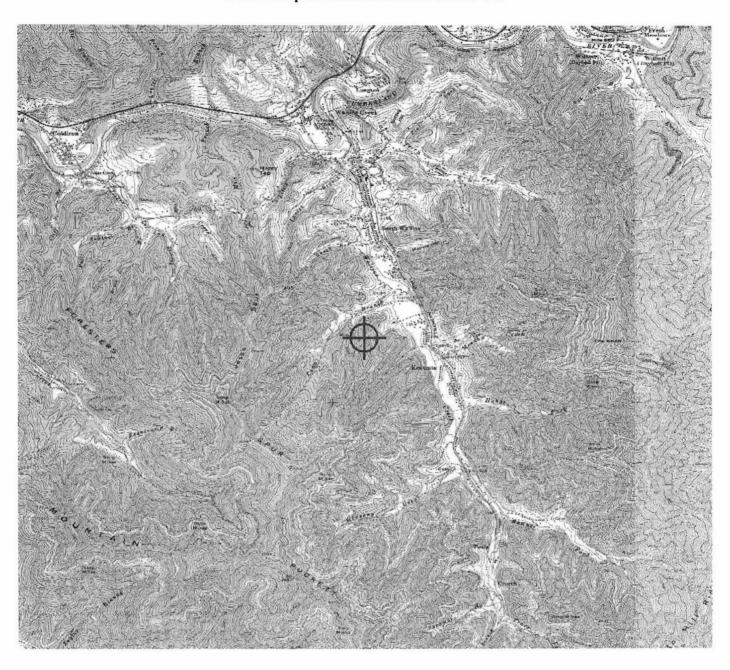


EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



Disapproved

KENTUCKY TRANSPORTATION CABINET

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

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE APPLICANT (name) PHONE FAX **KY AERONAUTICAL STUDY #** John Monday 855-699-7073 972-907-1131 ADDRESS (street) CITY STATE ZIP 3300 E. Renner Road, B3132 Richardson TΧ 75082 **APPLICANT'S REPRESENTATIVE (name) PHONE** FAX Cody Knox 318-355-6599 318-388-6167 ZIP ADDRESS (street) CITY STATE 214 Expo Circle, Suite 4 West Monroe 71292 X New Construction APPLICATION FOR Alteration Existing **WORK SCHEDULE DURATION** Permanent Temporary (months days Start End TBD TYPE Crane Building MARKING/PAINTING/LIGHTING PREFERRED X Antenna Tower Red Lights & Paint White- medium intensity White- high intensity Dual- red & medium intensity white Dual- red & high intensity white Power Line Water Tank Landfill Other Other X NAD83 LATITUDE **LONGITUDE** DATUM NAD27 <u>48</u>′ 83 ⁰ 36° 02.36 24' Other 43.64 NEAREST KENTUCKY Wallins Creek Harlan NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT ື້County Tucker-Guthrie Memorial **SITE ELEVATION (AMSL, feet) TOTAL STRUCTURE HEIGHT** (AGL, feet) CURRENT (FAA aeronautical study #) 270 2018-ASO-13610-OE **OVERALL HEIGHT** (site elevation plus total structure height, feet) PREVIOUS (FAA aeronautical study #) **DISTANCE** (from nearest Kentucky public use or Military airport to structure) **PREVIOUS** (KY aeronautical study #) **DIRECTION** (from nearest Kentucky public use or Military airport to structure) **DESCRIPTION OF LOCATION** (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) 1A and Quad attached DESCRIPTION OF PROPOSAL AT&T proposes to construct a 255' cell tower with a 15' lightning rod for an overall height of 270'. FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) No X Yes, when? 6/26/2018 CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.) PENALITIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.) NAME TITLE **SIGNATURE** DATE Michelle Ward Sr. Real Estate Mgr. 9/26/2018 Chairperson, KAZC COMMISSION ACTION Administrator, KAZC Approved **SIGNATURE** DATE

EXHIBIT G GEOTECHNICAL REPORT



July 27, 2018

Ms. Michelle Ward AT&T 534 Armory Place 4th Floor Louisville, KY 40202

Subject: Geotechnical Investigation

Site Name: WALLINS CREEK

Site Address: County Road 1248A8, aka Camp Creek Rd, Wallins Creek, KY 40873, Harlan County

Coordinates: N36° 48' 02.36", W83° 24' 43.64"

POD Project No. 18-21590

Dear Ms. Ward:

Power of Design (POD) was authorized in July 2018 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated May 14, 2018. The Property is located in a wooded area south of CR 1248A8. The Property includes a proposed 100-foot by 100-foot lease area located in a wooded area and a proposed approximate 1790-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a south/southwesterly direction off CR 1248A8 until reaching the proposed lease area.

Due to existing steep terrain along the proposed access/utility easement, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, tree clearing, and considerable grading activities would be necessary.

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

Cordially,

Mark Patterson, P.E. Project Engineer

License No.: KY 16300



Preliminary Geotechnical Investigation

Site Name: WALLINS CREEK

Site Address: County Road 1248A8,

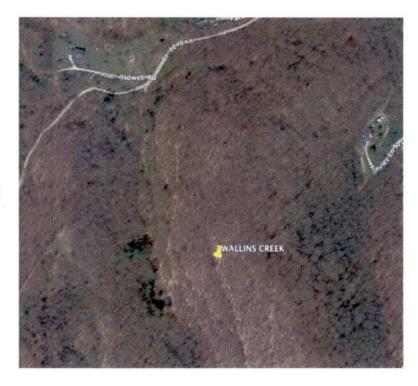
aka Camp Creek Rd Wallins Creek, KY 40873

Harlan County

Coordinates: N36° 48′ 02.36″

W83° 24' 43.64"

POD Project No. 18-21590



SUBMITTED TO:

Ms. Michelle Ward AT&T 534 Armory Place 4th Floor Louisville, KY 40202

PREPARED BY:

Power of Design 11490 Bluegrass Parkway Louisville, KY 40299



July 27, 2018

Ms. Michelle Ward AT&T 534 Armory Place 4th Floor Louisville, KY 40202

Re: Subject: Preliminary Geotechnical Investigation

Site Name: WALLINS CREEK

Site Address: County Road 1248A8, aka Camp Creek Rd

Wallins Creek, KY 40873

Harlan County

Coordinates: N36° 48' 02.36", W83° 24' 43.64"

POD Project No. 18-21590

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Preliminary Geotechnical Investigation for the proposed project. Our services were provided as authorized electronically on July 25, 2018.

This report presents a review of the information provided to us, a description of the site and subsurface conditions, and our recommendations. The appendices contain a USGS Topographic Map and USDA Web Soil Survey map and Soil Descriptions for mapped soil types.

Purpose and Scope of Work

The purpose of this effort was to evaluate the likely site conditions so that preliminary foundation design plans can be prepared. No soil borings or testing has been conducted for this report. A final Geotechnical Investigation including borings should be conducted for the proposed tower.

Project Information

POD provided a survey dated 5/14/18 of the Property. The Property is located on a steep wooded hillside south of CR 1248A8. We understand that plans call for a new 250-foot tall self-supporting lattice tower on the site, approximately as shown on Figure 1.



Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound very steep. The elevation at the proposed tower location is about 1,537 feet AMSL. Based on a site visit of the area, exposed weathered rock and soil with rock lens was observed.

The soil survey shows the Cloverlick-Guyandotte-Highsplant Complex (CgF) soil type for the proposed tower location. A Description of this soil type is attached. In summary, the general soil profile description includes Channery Loam to very Cahnnery Loam at depths from about 0.5 to 7 feet. Most of the upper rock at these depths could be described as "rippable".

Recommendations

Based on the anticipated rocky soil and relatively shallow bedrock, the tower will likely be supported on a shallow mat (pad and pier) foundation system. Groundwater will not likely be encountered in foundation excavations. Assuming partially weathered rock at the tower foundation bearing level, a nominal bearing pressure of about 5 kips per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

Mark Patterson, P.E. Project Engineer

Max Patte

License No.: KY 16300

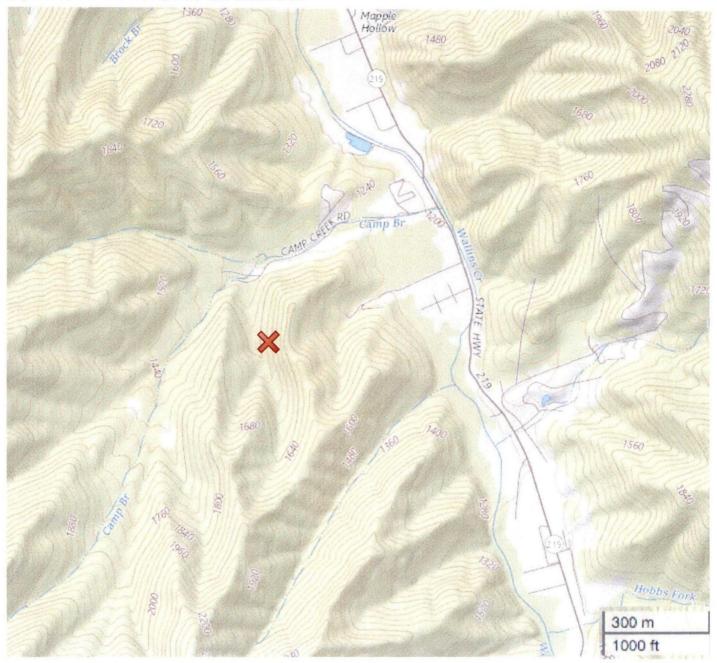
Appendix A Figure 1 - Topographic Map and Site Survey

Appendix B Soil Survey and Soil Descriptions



APPENDIX A

Topographic Map and Site Survey



Source: U.S. Geological Survey, 20160401, USGS US Topo 7.5-minute map for Wallins Creek, KY 2016: USGS - National Geospatial Technical Operations Center (NGTOC). = Proposed Site



Site Name: WALLINS CREEK

Site Address: County Road 1248A8,

aka Camp Creek Rd Wallins Creek, KY 40873

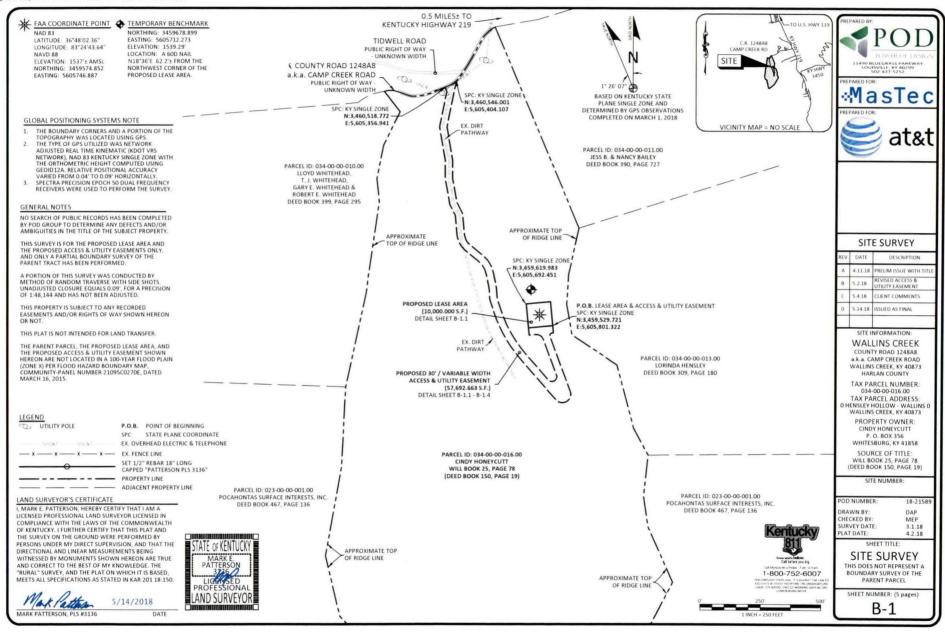
Harlan County

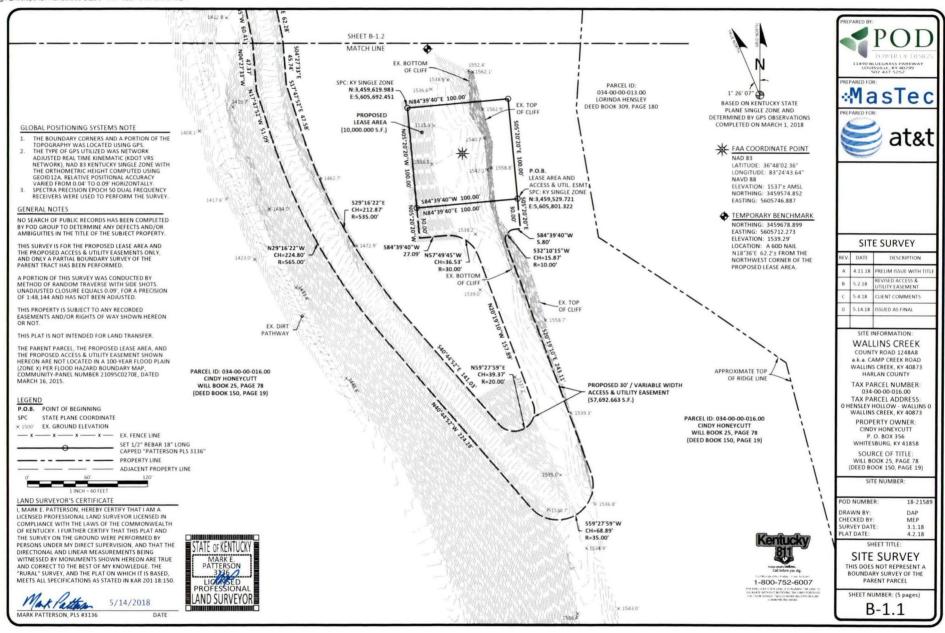
Coordinates: N36° 48′ 02.36″

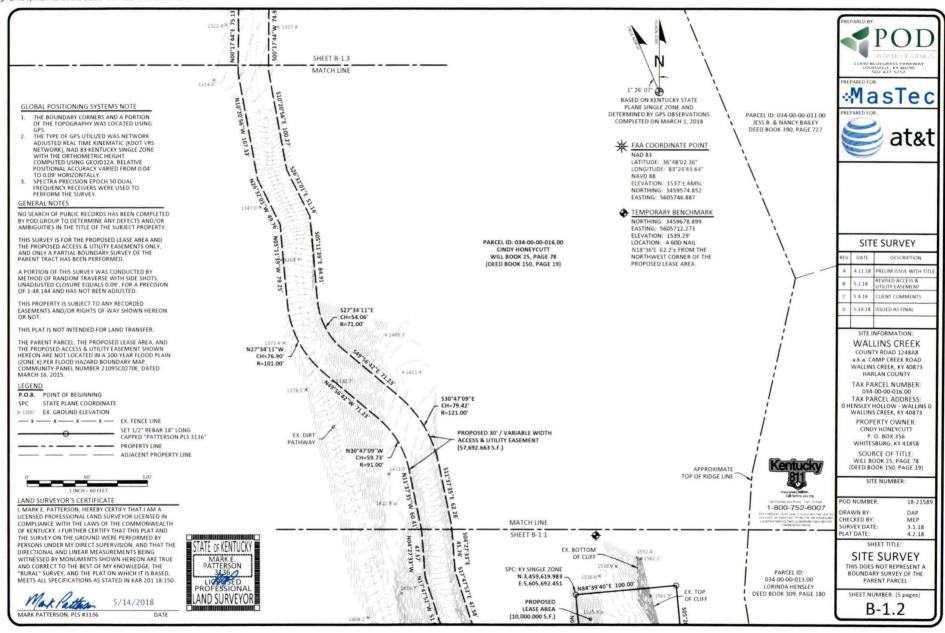
W83° 24' 43.64"

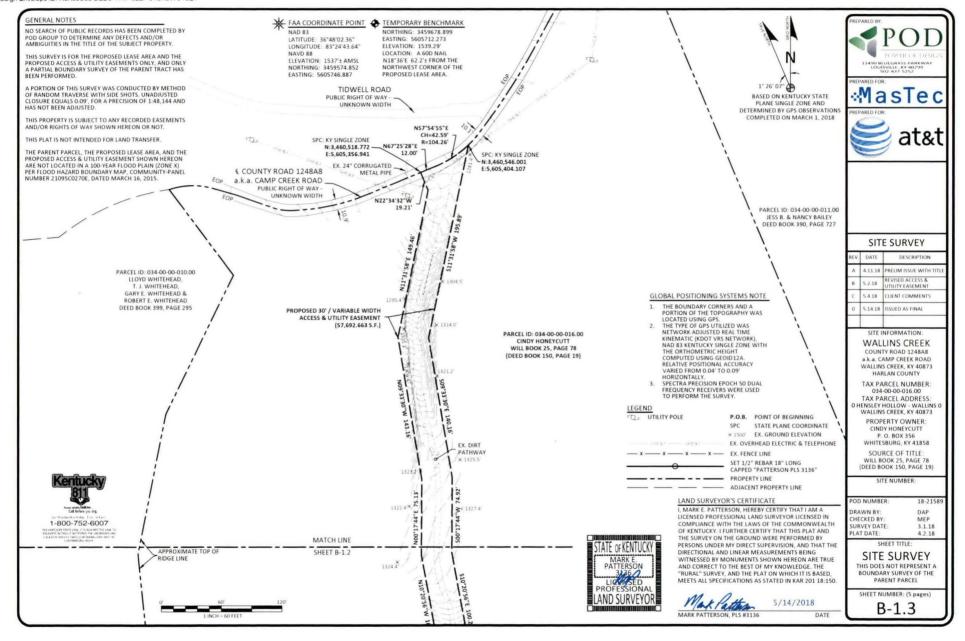
Figure 1:

Site Location Plan









LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILMA HONEYCUTT AS DESCRIBED IN DEED BOOK 15.0 PAGE 19, PARCEL ID: 034-00-00-016 00 WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 1, 2018.

BEGINNING TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N.3.495,292-721 & E.5.505,301.322, ON THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILLN HONEYCUTT AS DECKREDED IN DEED BOOK 150, PAGE 179, PAGE 180, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILSH ONLY CONVEYED TO HAGAN & WILSH ONLY CONVEYED TO HAGAN & WILSH OF THE NEW SAME 39 40"W 100.00 TO A SET IPC, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N3.459,619.983 & E.5.605,692.451 IN THE NORTHWEST CORNER OF SAME LEASE AREA, THENCE R84"39 90"E 100.00" TO A SET IPC, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N3.459,619.983 & E.5.606,892.451 IN THE NORTHWEST CORNER OF SAME PAGE AREA, THENCE R84"S9 90"E 100.00" TO A SET IPC, WITH A STATE PLANE CORDINATE, KENTUCKY SINGLE ZONE VALUE OF N3.459,619.983 & E.5.606,892.451 IN THE NORTHWEST CORNER OF SAME PAGE AREA, THENCE R84"S9 90"E 100.00" TO A SET IPC, WHITH A STATE PLANE CORDINATE, KENTUCKY SINGLE ZONE VALUE OF N3.459,619.983 & E.5.606,892.451 IN THE NORTHWEST CORNER OF SAME PAGE AREA, THENCE R84"S9 90"E 100.00" TO A SET IPC, WHITH CORNER OF SAME PAGE AREA, THENCE R84"S9 90"E 100.00" TO A SET IPC, WHITH CORNER PAGE AND PAGE TO SAME PAGE TO S 100.00 TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON,

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30 / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO CINDY HONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BEING THE SAME PROPERTY CONVEYED TO HAGAN & WILLMA HONEYCUTT AS DESCRIBED IN DEED BOOK 150, PAGE 19, PARCEL ID: 034-00-00-016.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM SINGLE ZONE NAD 83 FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GP.
NETWORK COMPLETED ON MARCH 1, 2018.

BEGINNING TO A SET 1/2" REBAR 18" LONG, CAPPED "PATTERSON PLS 3136". HEREAFTER REFERRED TO AS A "SET IPC" AT THE

PARENT PARCEL, LEGAL DESCRIPTION, WILL BOOK 25, PAGE 78 (DEED BOOK 150, PAGE 19) (NOT FIELD SURVEYED)

PARENT PARCEL, LEGAL DESCRIPTION, WILL BOOK 25, PAGE 78 (DEED BOOK 150, PAGE 19) (NOT FIELD SURVEYED) BEGINNING AT TWO CHESTINUT OAKS ON THE POINT OF A RIDGE A CORNER TO JOHN R. BLANTON TRACT, OWNED BY KENTENIA CORPORATION, THENCE DOWN WITH THE MEANDERS OF THE RIDGE BETWEEN COAL HOLLOW AND LICK HOLLOW, N. 29-30 E 39 FEET N. 57-15E 125, BFEET, N. 35-30 E 293. FEET, N. 45-30 E 290 FEET TO A SOUWOOD N. 34-00 E 311 FEET LO KENTINUT OAK AND SERVICE, N. 29-00 E 311.2 FEET, N. 27-30 E 208.2 FEET TO A SOUWOOD N. 34-00 W. 252.8 FEET, N. 8-00 L27 FEET N. 6-00 E 170.2 FEET, N. 28-00 W. 127.4 FEET, N. 14-50 W. 268.8 FEET N. 5-30 W. 32.2 FEET, N. 56-45 W. 130.3 FEET, N. 9-45 W. 129.8 FEET, N. 3-30 E 121.2 FEET TO A CHESTINUT, N. 12-15 E 198.8 FEET TO TWO CHESTINUT OAKS AND SOURWOOD ON TOP OF THE RIDGE AT JANE BROCKS LINE, THENCE WITH SAID LINE, LEAVING THE LINES OF SAID BROCK AND WITH THE LINES OF S. N. 25-30 W. 27.2 FEET, N. 56-30 W. 123.5 FEET, N. 25-00 W. 108.5 FEET TO A STAKE, BETWEEN SAID CREEK AND THE RODGE, S. 70-00 W. 212.7 FEET, N. 55-30 W. 123.5 FEET, N. 24-00 W. 108.5 FEET TO A STAKE, THENCE WITH THE RODGE S. 70-00 W. 212.1 FEET, N. 55-30 W. 123.5 FEET, N. 45-00 W. 123.5 W. 125.5 W.

REPORT OF TITLE (PARCEL 034-00-00-016 00) HARLAN COLINTY

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS. FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, ON BEHALF OF ATAIT, FILE NO 58825-KV1711-5030, REFERENCE NO. FA13800700, ISSUE DATE OF DECEMBER 8, 2017. THE FOLLOWING COMMENTS ARE IN REGARD

SCHEDITIER

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN,
 TAX ID: 034-00-00-016.00 PERIOD: 2017 PAYMENT STATUS: PAID TAX AMOUNT; \$61.00 (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. NONE WITHIN PERIOD SEARCHED
- 3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- 4. RIGHTS OF TENANTS OR PERSON IN POSSESSION, (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6 NONE WITHIN PERIOD SEARCHED

(FASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

(OTHER FILED DOCUMENTS)

- LEASE AGREEMENT BETWEEN HAGAN AND WILMA HONEYCUTT AND LINDA DAY DATED 6/5/1984 RECORDED 6/12/1984 IN BOOK
 29 PAGE 369. [LEASE AS RECORDED IN BOOK 29, PAGE 369 I; FOR ALL DF THE COAL AND MINING RIGHTS, LEASE AFFECTS THE
 PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT.]
- LEASE AGREEMENT BETWEEN HAGAN AND WILMA HONEYCUTT AND LINDA DAY DATED 6/5/1984 RECORDED 6/15/1984 IN BOOK 29 PAGE 385. (LEASE AS RECORDED IN BOOK 29, PAGE 385 IS FOR ALL OF THE COAL AND MINING RIGHTS, LEASE AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
- PROBATE ORDER BETWEEN THE ESTATE OF WILMA HONEYCUTT, DECEASED AND HAGAN H, HONEYCUTT DATED 7/23/1993 RECORDED 7/26/1993 IN BOOK 21 PAGE 100. (ORDER AS RECORDED IN BOOK 21, PAGE 100 AFFECTS THE PARENT PARCEL LEAVING SAID REAL ESTATE TO HAGAN H. HONEYCUTT.)
- 11. PROBATE ORDER BETWEEN LAST WILL AND TESTAMENT OF HAGAN HONEYCUTT, DECEASED AND CINDY HONEYCUT 3/1998 IN BOOK 25 PAGE 78. (ORDER AS RECORDED IN BOOK 25, PAGE 78 AFFECTS THE PARENT PARCEL, LEAVING SAID REAL ESTATE TO CINDY HONEYCUTT.



«MasTec



SITE SURVEY

The second secon				
REV.	DATE	DESCRIPTION		
Α	4.11.18	PRELIM ISSUE WITH TITLE		
В	5.2.18	REVISED ACCESS & UTILITY EASEMENT		
C	5.4.18	CLIENT COMMENTS		
0	5.14.18	ISSUED AS FINAL		

SITE INFORMATION

WALLINS CREEK **COUNTY ROAD 1248A8** a.k.a. CAMP CREEK ROAD WALLINS CREEK, KY 40873 HARLAN COUNTY

TAX PARCEL NUMBER: 034-00-00-016 00 TAX PARCEL ADDRESS: WALLINS CREEK KY 40873

PROPERTY OWNER: CINDY HONEYCUTT P. O. BOX 356 WHITESBURG, KY 41858

SOURCE OF TITLE: WILL BOOK 25, PAGE 78 (DEED BOOK 150, PAGE 19)

OD NUMBER 18-2158 DRAWN BY DAR CHECKED BY MEP SURVEY DATE: 3.1.18 4.2.18

SITE SURVEY THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (5 pages)

B-1.4



LAND SURVEYOR'S CERTIFICATE

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

5/14/2018



APPENDIX B

Soil Survey and Soil Descriptions



MAPLEGEND MAP INFORMATION The soil surveys that comprise your AOI were mapped at Spoil Area Area of Interest (AOI) 1:24.000. Area of Interest (AOI) Stony Spot Soils Warning: Soil Map may not be valid at this scale. Very Stony Spot Soil Map Unit Polygons Enlargement of maps beyond the scale of mapping can cause Wet Spot Soil Map Unit Lines misunderstanding of the detail of mapping and accuracy of soil Other line placement. The maps do not show the small areas of Soil Map Unit Points contrasting soils that could have been shown at a more detailed Special Line Features **Special Point Features Water Features** Blowout Please rely on the bar scale on each map sheet for map Streams and Canals Borrow Pit measurements. Transportation × Clay Spot Source of Map: Natural Resources Conservation Service Rails Web Soil Survey URL: Closed Depression Interstate Highways Coordinate System: Web Mercator (EPSG:3857) Gravel Pit **US Routes** Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts Gravelly Spot Major Roads distance and area. A projection that preserves area, such as the Landfill Albers equal-area conic projection, should be used if more Local Roads accurate calculations of distance or area are required. Lava Flow Background This product is generated from the USDA-NRCS certified data as Aerial Photography Marsh or swamp of the version date(s) listed below. Mine or Quarry Soil Survey Area: Bell and Harlan Counties, Kentucky Miscellaneous Water Survey Area Data: Version 16, Oct 3, 2017 Perennial Water Soil map units are labeled (as space allows) for map scales 1:50,000 or larger. Rock Outcrop Date(s) aerial images were photographed: Jun 27, 2012—Mar Saline Spot 23, 2017 Sandy Spot The orthophoto or other base map on which the soil lines were Severely Eroded Spot compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor Sinkhole shifting of map unit boundaries may be evident. Slide or Slip Sodic Spot

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CgF	Cloverlick-Guyandotte- Highsplint complex, 20 to 80 percent slopes, very stony	52.9	99.7%
Du	Dumps, Mine; tailings;, and Tipples	0.2	0.3%
Totals for Area of Interest		53.0	100.0%

Bell and Harlan Counties, Kentucky

CgF—Cloverlick-Guyandotte-Highsplint complex, 20 to 80 percent slopes, very stony

Map Unit Setting

National map unit symbol: 2w8hx Elevation: 680 to 3,500 feet

Mean annual precipitation: 28 to 52 inches Mean annual air temperature: 39 to 68 degrees F

Frost-free period: 135 to 220 days

Farmland classification: Not prime farmland

Map Unit Composition

Cloverlick and similar soils: 45 percent Guyandotte and similar soils: 22 percent Highsplint and similar soils: 20 percent

Minor components: 13 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Cloverlick

Setting

Landform: Mountain slopes

Landform position (three-dimensional): Mountainflank

Down-slope shape: Concave Across-slope shape: Linear

Parent material: Loamy-skeletal colluvium derived from sandstone

and shale

Typical profile

Oi - 0 to 2 inches: channery slightly decomposed plant material

A - 2 to 8 inches: channery loam
Bw1 - 8 to 24 inches: channery loam
Bw2 - 24 to 43 inches: very channery loam
BC - 43 to 80 inches: very flaggy loam

Properties and qualities

Slope: 20 to 80 percent

Percent of area covered with surface fragments: 1.0 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to high (0.60 to 6.00 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None Sodium adsorption ratio, maximum in profile: 1.0

Available water storage in profile: Moderate (about 6.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: A Hydric soil rating: No

Description of Guyandotte

Setting

Landform: Mountain slopes

Landform position (three-dimensional): Mountainbase,

mountainflank

Down-slope shape: Concave Across-slope shape: Concave

Parent material: Loamy-skeletal colluvium derived from sandstone

and shale

Typical profile

Oi - 0 to 2 inches: very channery slightly decomposed plant material

Oa - 2 to 5 inches: very channery moderately decomposed plant

material

A - 5 to 15 inches: very channery sandy loam Bw - 15 to 67 inches: very channery sandy loam

Properties and qualities

Slope: 20 to 80 percent

Percent of area covered with surface fragments: 1.6 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to high (0.57 to 5.95 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Available water storage in profile: Low (about 4.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e

Hydrologic Soil Group: A Hydric soil rating: No

Description of Highsplint

Setting

Landform: Mountain slopes

Landform position (three-dimensional): Mountainflank

Down-slope shape: Concave Across-slope shape: Linear

Parent material: Loamy-skeletal fine-loamy colluvium derived from

sandstone and shale

Typical profile

Oi - 0 to 1 inches: very channery slightly decomposed plant material

A - 1 to 4 inches: very channery silt loam
BA - 4 to 11 inches: very channery silt loam
Bw1 - 11 to 28 inches: very channery clay loam
Bw2 - 28 to 48 inches: very channery loam
BC - 48 to 85 inches: very channery loam

Properties and qualities

Slope: 20 to 80 percent

Percent of area covered with surface fragments: 1.0 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high to high (0.20 to 2.00 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Available water storage in profile: Low (about 5.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7e

Hydrologic Soil Group: A Hydric soil rating: No

Minor Components

Kimper

Percent of map unit: 4 percent Landform: Mountain slopes

Landform position (three-dimensional): Mountainflank

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

Shelocta

Percent of map unit: 4 percent

Landform: Mountain slopes

Landform position (three-dimensional): Mountainflank

Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

Cutshin

Percent of map unit: 2 percent Landform: Mountain slopes

Landform position (three-dimensional): Lower third of

mountainflank

Down-slope shape: Concave Across-slope shape: Concave

Hydric soil rating: No

Map Unit Description: Cloverlick-Guyandotte-Highsplint complex, 20 to 80 percent slopes, very stony---Bell and Harlan Counties, Kentucky

Summers

Percent of map unit: 2 percent

Landform: Ridges

Landform position (three-dimensional): Mountaintop

Down-slope shape: Convex Across-slope shape: Linear Hydric soil rating: No

Rock outcrop

Percent of map unit: 1 percent

Data Source Information

Soil Survey Area: Bell and Harlan Counties, Kentucky

Survey Area Data: Version 16, Oct 3, 2017

Bell and Harlan Counties, Kentucky

Du—Dumps, Mine; tailings;, and Tipples

Map Unit Setting

National map unit symbol: ljj4 Elevation: 1,000 to 2,100 feet

Mean annual precipitation: 43 to 55 inches Mean annual air temperature: 42 to 67 degrees F

Frost-free period: 159 to 200 days

Farmland classification: Not prime farmland

Map Unit Composition

Dumps, minte (tailings & tipples): 85 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Dumps, Mine (tailings & Tipples)

Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 8
Hydric soil rating: No

Minor Components

Bethesda, unstable fill

Percent of map unit: 5 percent Hydric soil rating: No

Udorthents, unstable fill

Percent of map unit: 5 percent Hydric soil rating: No

Fairpoint, unstable fill

Percent of map unit: 5 percent Hydric soil rating: No

Data Source Information

Soil Survey Area: Bell and Harlan Counties, Kentucky

Survey Area Data: Version 16, Oct 3, 2017

EXHIBIT H DIRECTIONS TO WCF SITE

Site Name: Wallins Creek Driving Directions to Proposed Tower Site

- 1. Beginning at the offices of the Harlan County Clerk located at 210 E. Central Street, Harlan, Kentucky.
- 2. Start out going west on E Central St toward N 1St St.
- 3. Take the 3rd right onto S US Highway 421/US-421 N.
- 4. Turn left onto S US Highway 119/US-119 S.
- 5. Turn left onto State Highway 3461/KY-3461.
- 6. Turn slight left onto Highway 219/KY-219.
- 7. Turn right onto Camp Creek Rd.
- 8. Arrive at County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 on the left.
- 9. The site coordinates are 36°48'02.36" North latitude, 83°24'43.64" West longitude.



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

EXHIBIT I COPY OF REAL ESTATE AGREEMENT

Market: Lexington Cell Site Number: KYL06089 Cell Site Name: Wallins Creek Fixed Asset Number: 13800700

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Cindy Honeycutt, a widow, having a mailing address of P.O. Box 356, Whitesburg, KY 41858 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 0 Hensley Hollow — Wallins 0, in the County of Harlan, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached Exhibit 1 (the "Premises"), for the placement of Tenant's Communication Facility.
- During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.
- (c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to

be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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

3. TERM.

- (a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.
- (b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.
- Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
- (d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

4. RENT.

- (a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"). Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
 - (b) In year one (1) of each Extension Term, the monthly Rent will increase by over the Rent paid during the previous five (5) year term.
- (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

APPROVALS.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

- 6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable:
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. INSURANCE.

insured coverage:

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

8. INTERFERENCE.

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

9. INDEMNIFICATION.

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

- (a) Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
- (c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.
- 12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit I, 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.

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

14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Notwithstanding the foregoing, Tenant shall be responsible for the construction, maintenance, and upkeep of any Tenant constructed access road installed on the Property to the Communication Facility. Any damage Tenant causes to the access road, Tenant will repair at its cost and expense.
- Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply. Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord,
- (c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or

the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

- (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- (b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.
- 16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.
- 17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: KYL06089; Cell Site Name: Wallins Creek (KY)

Fixed Asset No.: 13800700

575 Morosgo Drive Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Department

Re: Cell Site #: KYL06089; Cell Site Name: Wallins Creek (KY)

Fixed Asset No.: 13800700

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

If to Landlord:

Cindy Honeycutt P.O. Box 356

Whitesburg, KY 41858

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.
- CASUALTY: Landlord will provide notice to Tenant of any casualty or other harm affecting the 19. 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 fimely 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 #: KYL06089; Cell Site Name: Wallins Creek (KY)

Fixed Asset No: 13800700

575 Morosgo Drive Atlanta, GA 30324 (g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor-shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
 - i. Old deed to Property
 - ii. New deed to Property
 - iii. Bill of Sale or Transfer
 - iv. Copy of current Tax Bill
 - v. New IRS Form W-9
 - vi. Completed and Signed AT&T Payment Direction Form
 - vii. Full contact information for new Landlord including phone number(s)
- (c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.
- 23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other

party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (d) Compliance with Law. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- (e) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- (g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited fo"; (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.
- (I) 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) WATVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Cindy Honeycutt

Print Name: Gindy Honeyou

Its: Owner

Date:

LANDLORD ACKNOWLEDGMENT

STATE OF

COUNTY OF

a(1,1)

On the day of January, 2018 before me, personally appeared Cindy Honeycutt, 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: And ICW V - Dakty

My Commission Expires: 9/28/26

www.

"TENANT"

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

Its: Manager

By: Print Name: Jason Allday

Its: Area Manager – TN/KY

Motary Public: Lisa Henderson

My Commission Expires:

Date:

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON) ss:)
On the 22 day of Ma	2018, before me personally appeared Jason Allday, and
acknowledged under oath that he is the	Area Manager - TN/KY of AT&T Mobility Corporation, the Manager of
	Tenant named in the attached instrument, and as such was authorized to
execute this instrument on behalf of the	Tenant.

EXHIBIT 1

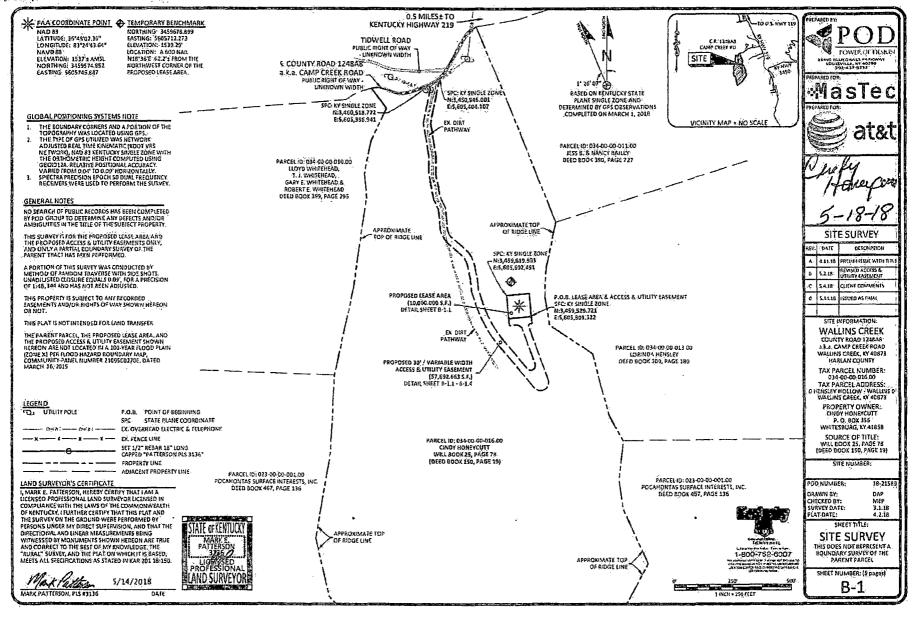
DESCRIPTION OF PREMISES

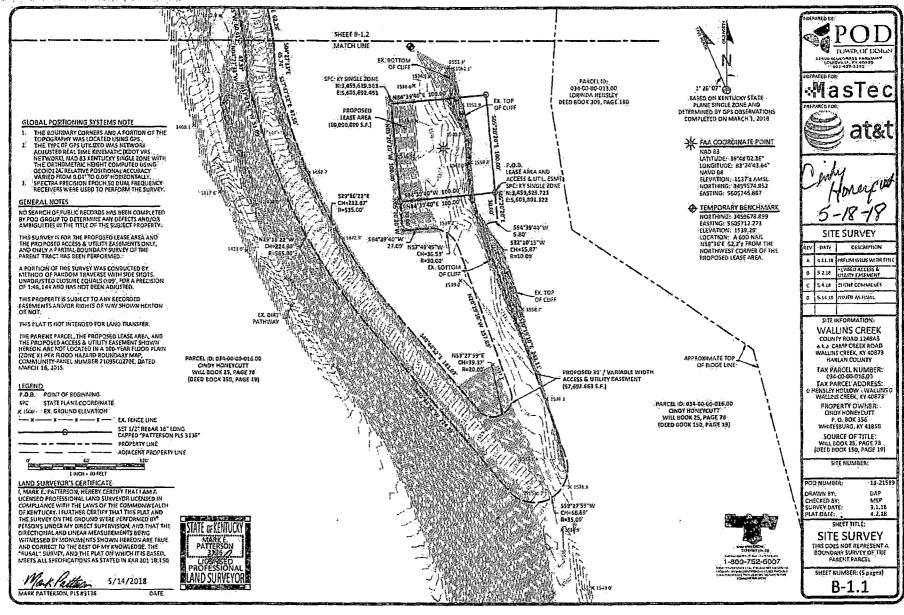
Page 1 of 7

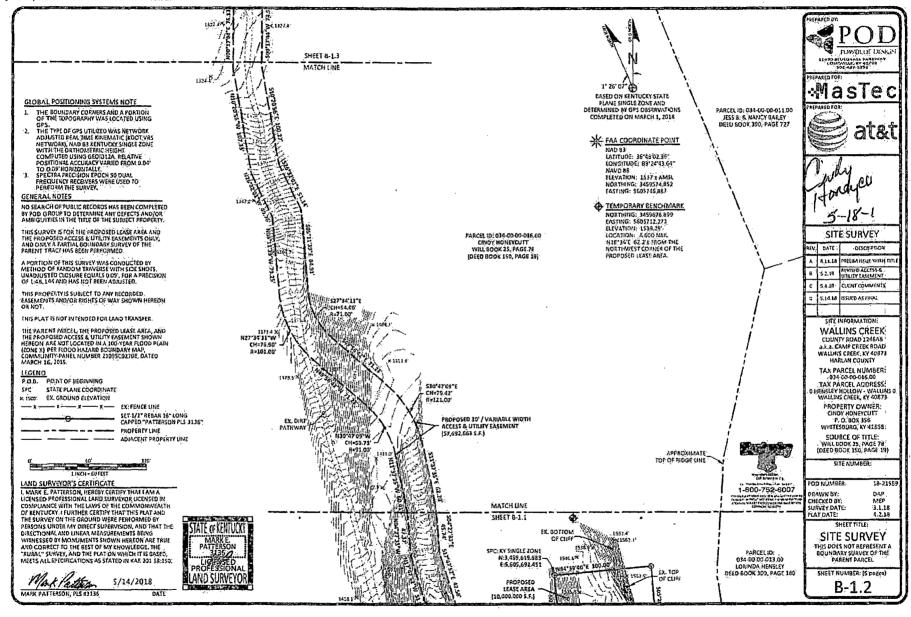
to the Option and Lease Agreement dated May 22, 2018, by and between Cindy Honeycutt, a widow, as Landlord, and New Cingular Wireless PCS, ULC, a Delaware limited liability company, as Tenant.

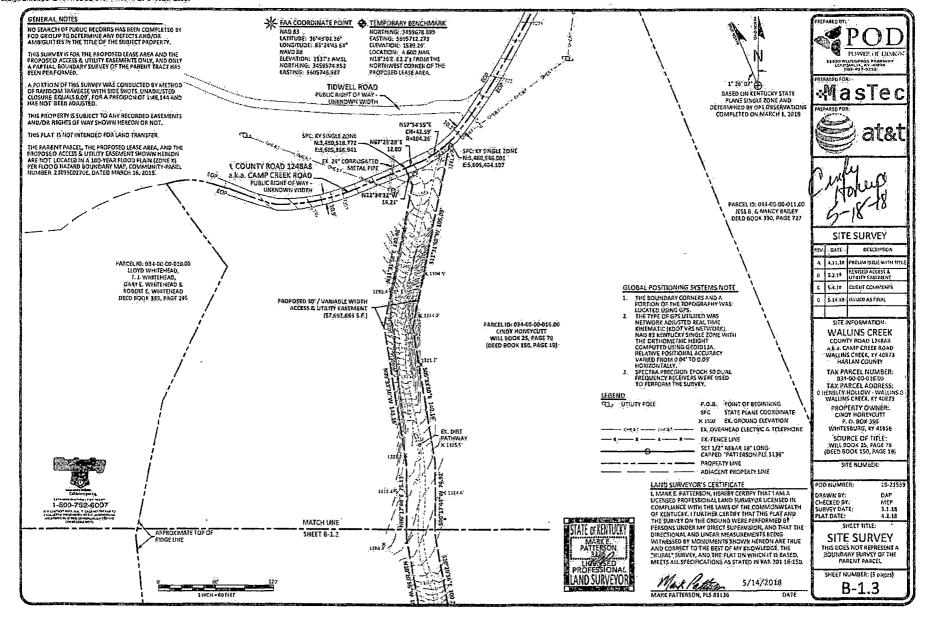
The Property is legally described as follows:

BEGINNING at two chestnut cake on the point of a ridge a corner to John R. Blanton tract, twied by Kembehia Corporation, thence down with the Meanders of the ridge between Goal Hollow and Lick Hollow, N 25-30 E 33 Esec N 57-18 E 128.9 feet, N 51-30 E 323.2 feet, N 45-30 E 280 feet to a sourwick N 38-00 E 311 feet to a chestnut bak and service, N 39-00 E 311.2 feet, N 27-30 E 208.2 feet to a spotted cak N 24-00 % 25218 feet, N 5-00 127 feet N 6-00 Z 170.1 feet, N 29-00 W 127.4 feet, N 19-50 W 188.5 feet N 98-30 W 53.2 feet, N 56-45 W 130.3 feet, N 5-45 W 128.5 feet, N 3-30 E 124.2 feet to a chestnut. N 12-18 E 198.8 feet to two chestnut caks and sourwood on top of the ridge at Jame Brocks line, thence with said line, leaving the midde. N 22-60 W 670 feet to a mock on the bank of Camp Greek. thence leaving the lines of said Brock and with the lines of S. R. Balley, up said Creek S 57-30 W 123 feet, S 20-00 W 106.5 feet to a stake, betweeh said creek and the road, 3 97-00 % 111.3 feet, N 95-30 W 180 feet to a stake at the foot of a spur ridge, thence running up the same with its meanders S 37-00 E 194, S 26-00 N 153.8 feet to a white cak, S 11-15 N 142 feet, 5 6-00 E 56.2 feet to a stake near a leaning white tak, 5 6-20 W 235.7 feet to a stake by a beech, S 7-15 N 65.6 feet to a stake corner of J.R. Blanton Tract, thence leave the line of said Bailey Tract and with line of Blanton tract 9 12-15 W 398 Seet, 5 3-00 W 336.5 feet 5 1-15 W 371.5 feet, S 13-15 E 286 feet S 42-15 E 112.8 feet, S 58-15 E 149 feet to a stake on a high point/South 224.8 feet, 3 23-15 E 314 feet, 3 6-45 E 212.7 feet, \$ 21-15 E 78.8 feet, \$ 15-00 E 277.8 feet to the beginning. containing 70.9 acres more or less.









LEGAL DESCRIPTIONS

PROPOSED LEASE AREA THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO CHEDY MONEYCUTT AS RECORDED IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY AS WILL BOOK 25, PAGE 78, BERNG THE SAKE PROPERTY CONVEYED TO MAGAIN WILLIAM HOWEVCUTT AS DESCRIBED IN DEED BOOK 150, PAGE 19, PAGCEL ID: 034 00 BO DIS 00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Bearing Dâtum used Herein'is based upon kentucky state plane codrdinate system, single zone, nad b), from a real Time naematic global egstion'ing system observation using the rentucky tempsportation cabinet real time gps network completed of march 1, 2018.

BEGINNING TO A SET 1/2" REBAR, 13" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHEAST CORNER OF THE PROPOSED LASE AREA WITH A STATE PLANE COORDINATE, REPITLICKY SINGLE ZONE WALLE OF MAJASS, 25.712 & 6.5.656.30, 322, ON THE PAPERSY CONVENED TO COMP HOWEVELT AS RECORDED IN THE OFFICE OF THE CLERK OF HARRAN COUNTY, KENTUCKY AS WALL BOOK 25, PAGE 78, BERNG THE SAME PROPERTY CONVENED TO HAGAN E WITH MONEYCLIT AS DESCRIEGOIN DEED BOOK 350, 766.519, PAGE 10:594-09-00-0016.00; THEREY SAST-396 TO HAGAN E WITH HIGHER HOS 200 20" MOSDO! TO A SET FIC, WITH A STATE PLANE COORDINATE.RENTIFICKY SINGLE ZONE WALLE OF NA 3459.615-938 RES.556.55.251 IN THE ROTHWIST CORREST OF SAID LESS FRACE, THENCE HART 396 OFFI TOOG TO A SET FOR THEME SES 2007 FLOODS TO THE POINT OF BEGINNING CONTAINING 10,000.00 SQUARE FEET AS FER SURVEY SYLVARK E! PATTERSON, PER 39138 OUTED MARCH C, DONE OF THE PARTER OF THE PARTER OF THE PARTER ON THE PARTER OF THE PART

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30" / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO CHIDY HOMEYCUTT AS RECORDED IN THE OFFICE OF THE CLERY OF HARMAY COUNTY, XENTULKY AS WILL BOOK 25-PAGE 78: BEING THE SAME PROPERTY CONVEYTO TO HAGAN A WILMA HOREYCUTT AS DESCRIBED IN DEED BOOK 150, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Bearng Datum used herein is dased upon kentucky state plane coordinate system, sixtle zone, had by, from a real Time knematic global postioning system observation using the Kentucky Transportation casinet real time bes "Neuvobe Completed on Karch 1, 2018."

NEWORK COMPLETED ON MARCH 1, JOIR.

BEGINNING TO ASET 1/2" REBAR, IS* "LONG, CAPPED "PATTERSON PLS 218", HEREATER REFERRED TO AS A "SETTIPC" AT THE SOUTHERST CONTROL CONTROL OF THE REPORT OF THE REP

PARENT PARCEL, LEGAL DESCRIPTION, WILL BOOK 25, PAGE 78 (DEED BOOK 156, PAGE 19) (NOT FIELD SURVEYED) REPORT OF TITLE PARCEL 034-00-00-016-00) HARLAN COUNTY

THE SURVEY DOES NOT CONSTRUCT AND THE SEARCH BY DOG GROUP, LIC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH SY DOG GROUP, LIC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR RESEMBLIS OF RECORD, ENCLOWERANCES, RESTRICTURE COVERANTS, COMPRESHIP THE EVENDENCE, UNRECORDED EASEMENTS, AND ADMINISTRATION OF RESEMBLIS OF RESCRIPTIVE CONFIDENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT THE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE ADD OF THE WORK PREFAMED BY USTTILE COUNTING, FOR THIS BENEFOLD PRASTED LAWFORK SOLUTIONS, ON BENEFIC OF ATTE, TILL OF SERTING STATE OF THE PROPERTY OF ATTE, THE FOR THE SEARCH STATE OF THE SEARCH STATE O

SCHENNER 8

- 1. TAXES, TAX UENS, TAX SALES, WATER RATES, SEWEX AND ASSESSMENTS SET FORTH IN SCHEOULE HEREN.
 TAX ID 304-00-0010-00-FERIOD 2017- PAYMENT STATUS "AND TAX AND UNIT SOLD (NOT A SURVEY MATTER, THEREFORE POO GROUP, LIC QIN ONE EXAMINED ON DODRESS THIS ITEM!
- 12. KAORTGAGES RETURNED HEREIN (404) SEE SEPARATE MORTGAGE SCHEDULE, NONE WITHIN PERIOD SCARCHED
- 3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (FOD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM!.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION, (NOT A SURVEY MATTER, THEREFORE AUD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS TRUE)

DESCRIPTION OF THE PROPERTY OF

NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NOWE WITHIN PERIOD SEARCHED

JEASEMENTS AND RIGHTS OF WAY!

7. NONE WITHIN PERIOD SEARCHED

ICTHER FILED OCCUMENTS

- itase agrement between hagan and wilma hunetcutt and linda dat dated 6/3/1984 recorde 6/12/1984 in bods 19 page 1889, lease as recorded in book 29, face 389 is for all of the Coal and miniag rights, lease affects the Parent Parcel, the proposed lease area and the proposed access a utility easement.)
- Hásé řířremánt bětwern hagan and Wilma Höngycutt and Dhida Day Dayed Sys/1984 recorded 6/15/1984 in 200k 29 page 385 (Least as recorded in 200k 29; page 385 85 cm all dethe coal and mining rights, least affects) the pagent parcel the procosed least aber and the projection access a utility easthaght.
- 10. PROBATE ORDER BETWEEN THE STRATE OF WILMA HONEYCUTT, DECEASED AND HAGAN IL HOMEYCUTT DATED 7/23/1993 RECORDED 7/26/1993 IN BOOM 21 FACE 100 (DADER AS RECORDED IN BOOM 21, PAGE 130 AFFECTS THE PARENT PARCEL, LEAVING SAID PRAL EXTATE TO HAGANI H. HOREYCUTT.)
- 11 PROBATE ORDER BETWEEN LAST WILL AND ESTAMENT OF HAGAN HONEYCUIT, DECKASED AND CINDY HONEYCUIT GATED 3720/1998 RECORDED 372/1998 IN BOOK 25 PAGE 78. (DRIPE AS RECORDED IN BOOK 25, PAGE 78 AFFECTS THE PARENT PARCE. LEWING SAG REAL ESTATE TO CINDY HONEYCUIT!)

O. POWER OF DISIGN 11490 BLUE GHASS HARRWAY LOUISVELF, KY HOSDS 503-427-5232

:MasTec



ated

SITE SURVEY

P.EV.	DATE	DESCRIPTION
A .	4.15.18	PREUM ISSUE WHITTING
6	5.2.10	REVISED ACCESS &
c	\$.4.10	CHENT COMMENTS:
ø	5,14.1H	issued as fuval
_		T

SITE INFORMATION:

WALLINS CREEK COUNTY ROAD 1248AR A.K. B. CAMP CREEK ROAD WALLINS CREEK, KY 40873 HARLAN COUNTY

TAX PARCEL NUMBER: TAX PARCEL ADDRESS! U HENSLEY HOLLOW - WALLING I WALLING CREEK, KY 40873

PROPERTY OWNER: CINDY HONEYCUTT P O BOX 156 WHITESBURG, KY 41858

SOURCE OF TITLE: WILL BOOK 25, PAGE 78 (DEED BOOK 150, PAGE 19)

SITE NUMBER

POD MUMBER

18-21589 nedwie ev NAD HECKED BY MER URVEY DATE: 3:1.18 PLAT DATE: 4.2.18

SKEET TITLE:

SITE SURVEY THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (5 pages)



L MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH

LAND SURVEYOR'S CERTIFICATE

OF KENTUCKY, I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DISPETIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RUPAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED. MEETS ALL SPECIFICATIONS AS STATED IN EAR 201 18:250.

Max Patter MARK PATTERSON, PLS 93136

5/14/2018

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.

[Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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

Landlord Signature

EXHIBIT J NOTIFICATION LISTING

NOTIFICATION LISTING SITE NAME: WALLINS CREEK

HONEYCUTT HAGAN & WILMA c/o CINDY HONEYCUTT PO BOX 356 WHITESBURG, KY 41858

BLANTON OXIE & MARY BAILEY c/o ARRINGTON EDNA 10209 BLUFF SPRINGS TRACE LOUISVILLE, KY 40223

HENSLEY MOSS & RINDA PO BOX 222 WALLINS, KY 40873

POCAHONTAS SURFACE INTERESTS INC THREE COMMERCIAL PLACE NORFOLK, VA 23510

WHITEHEAD LLOYD ETAL c/o ROBERT WHITEHEAD 3703 PAINTCREEK RD STANTON, KY 40380

TIDWELL BILL & BEULAH PO BOX 111 WALLINS, KY 40873

TIDWELL MARSHA 2339 HWY 215 EVARTS, KY 40828

NIDAY PATTY 346 HWY 219 WALLINS, KY 40873

BLANTON GROVER c/o ARRINGTON EDNA 10209 BLUFF SPRINGS TRACE LOUISVILLE, KY 40223

BROCK RICHARD L 1607 WOODBURN AVE COVINGTON, KY 41011 PARK HOWARD CEMETERY c/o EVERETT JONES & R TIDWELL GEN DEL WALLINS, KY 40873

EVANS JAMES OTIS & HOLLY EVANS PO BOX 884 WALLINS, KY 40873

GROSS JAMES V PO BOX 923 WALLINS, KY 40873

MCMILLIAN MICHAEL & ROBIN PO BOX 324 WALLINS, KY 40873

HENSLEY CHARLES PO BOX 222 WALLINS CREEK, KY 40873

HENSLEY ARLIS & MILDRED 269 HENSLEY LANE WALLINS CREEK, KY 40873

HENSLEY WENDELL & HENRIETTA PO BOX 320 WALLINS, KY 40873

BLANTON GROVER c/o ARRINGTON EDNA 10209 BLUFF SPRINGS TRACE LOUISVILLE, KY 40223

EXHIBIT K COPY OF PROPERTY OWNER NOTIFICATION



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

Notice of Proposed Construction of Wireless Communications Facility Site Name: Wallins Creek

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 County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 (36°48'02.36" North latitude, 83°24'43.64" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the 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 2018-00340 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. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely, David A. Pike Attorney for Applicant

enclosure

Site Name: Wallins Creek Driving Directions to Proposed Tower Site

- 1. Beginning at the offices of the Harlan County Clerk located at 210 E. Central Street, Harlan, Kentucky.
- 2. Start out going west on E Central St toward N 1St St.
- 3. Take the 3rd right onto S US Highway 421/US-421 N.
- 4. Turn left onto S US Highway 119/US-119 S.
- 5. Turn left onto State Highway 3461/KY-3461.
- 6. Turn slight left onto Highway 219/KY-219.
- 7. Turn right onto Camp Creek Rd.
- 8. Arrive at County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 on the left.
- 9. The site coordinates are 36°48'02.36" North latitude, 83°24'43.64" West longitude.



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

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

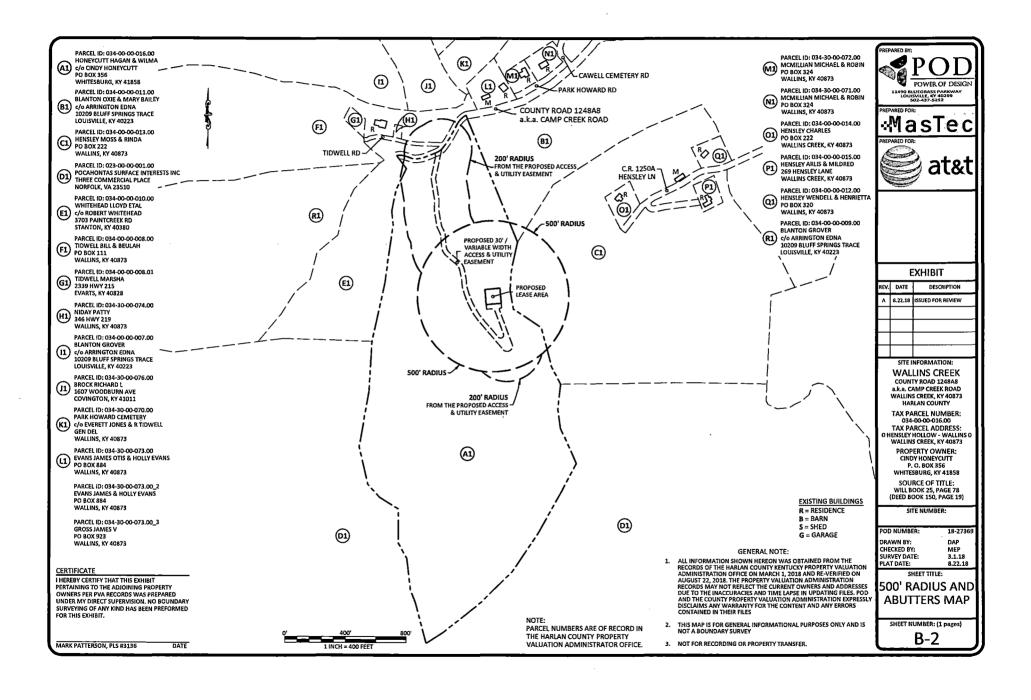


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

VIA CERTIFIED MAIL

Hon. Dan Mosley County Judge Executive PO Box 956 Harlan, KY 40831

RF.

Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2018-00340

Site Name: Wallins Creek

Dear Judge/Executive:

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 County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 (36°48'02.36" North latitude, 83°24'43.64" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00340 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. Applicant'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

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- 4. Turn left onto S US Highway 119/US-119 S.
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- 6. Turn slight left onto Highway 219/KY-219.
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- 8. Arrive at County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 on the left.
- 9. The site coordinates are 36°48'02.36" North latitude, 83°24'43.64" 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

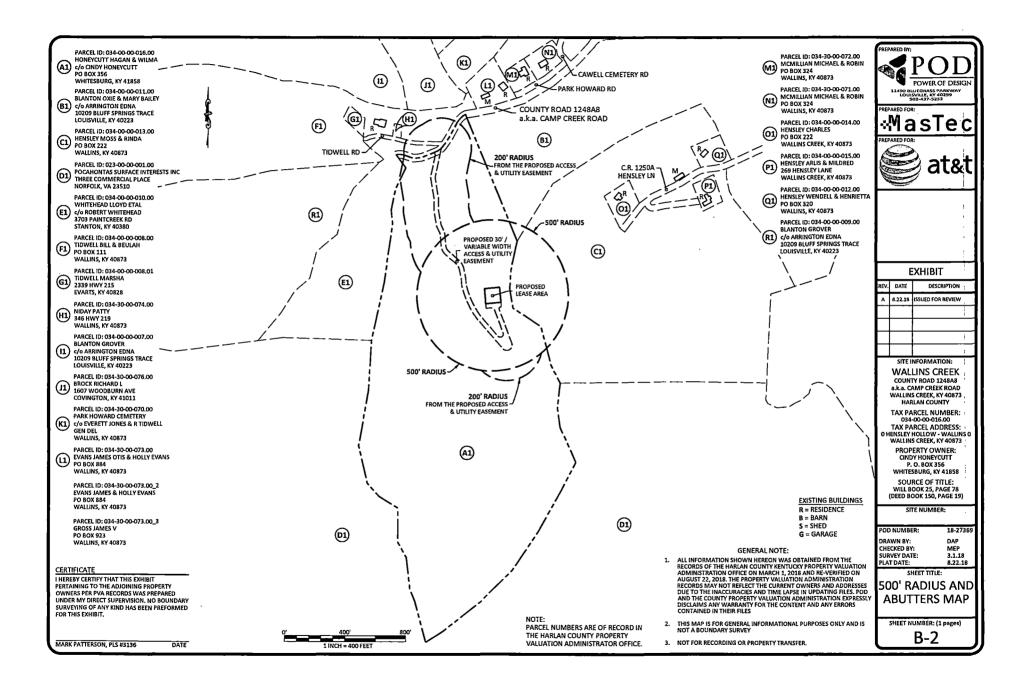


EXHIBIT M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

SITE NAME: WALLINS CREEK 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 2018-00340 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 2018-00340 in your correspondence.



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

VIA TELEFAX: 606-573-0042

Harlan Daily Enterprise PO Box 1155 Harlan, KY 40831

RE:

Legal Notice Advertisement

Site Name: Wallins Creek

Dear Harlan Daily Enterprise:

Please publish the following legal notice advertisement in the next edition of *The Harlan Daily Enterprise*:

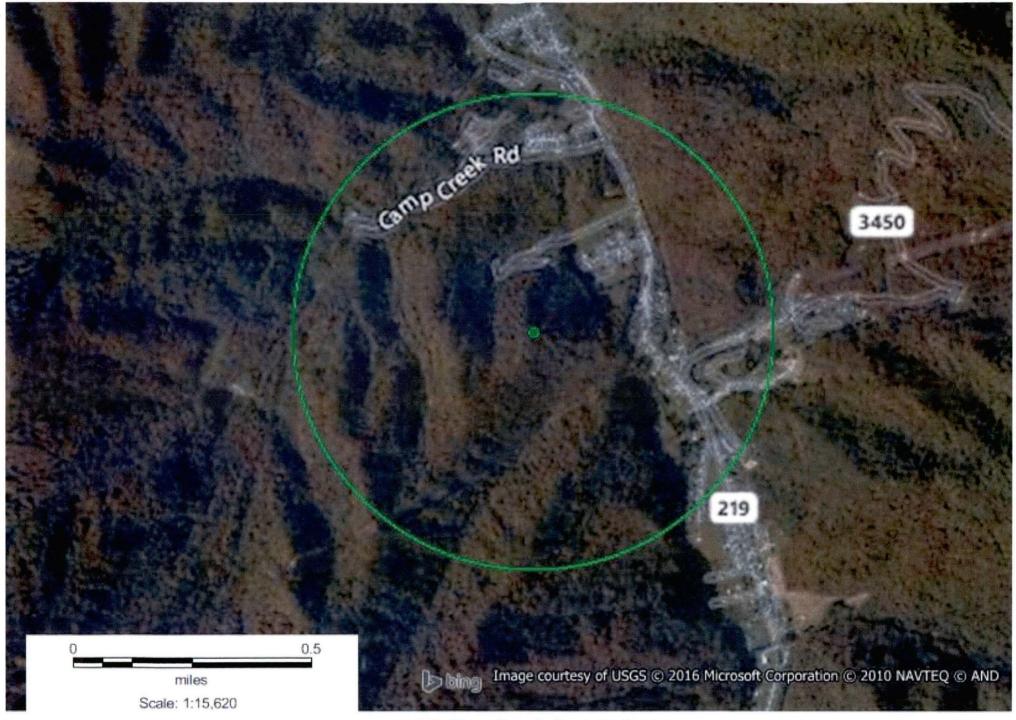
NOTICE

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 County Road 1248A8 a.k.a. Camp Creek Road, Wallins Creek, Kentucky 40873 (36°48'02.36" North latitude, 83°24'43.64" 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 2018-00340 in any correspondence sent in connection with this matter.

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

Sincerely, Robert W. Grant Pike Legal Group, PLLC

EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 36.800197 Lon: -83.407855 Radius: .5 miles

Wallins Creek Search Area