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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.: 2018-00361
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF BREATHITT)

SITE NAME: GUAGE

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, KY 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.

- 6. To address the above-described service needs, Applicant proposes to construct a WCF at Kentucky Highway 30 E, Guage, KY 41339 (37°35'49.45" North latitude, 83°10'59.58" 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 Calvin and Karen Pitts pursuant to a Deed recorded at Deed Book 182, Page 76 in the office of the County Clerk. The proposed WCF will consist of a 355-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 370-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.
- 7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.
- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included

as part of Exhibit B.

- 9. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.
- 10. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.
- 11. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.
- A copy of the application for Kentucky Airport Zoning Commission ("KAZC")
 Approval to construct the tower is attached as Exhibit F.
- 13. 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 wooded with clearings atop the mountains. There are no residential structures within 500' of the proposed tower location.

- 24. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.
- 25. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved

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

- 26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.
- 27. All responses and requests associated with this Application may be directed to:

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

Email:

dpike@pikelegal.com

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

Pavid a Pelse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400

Telefax:

(502) 543-4410

Email: dpike@pikelegal.com

Attorney for New Cingular Wireless PCS, LLC

d/b/a AT&T Mobility

LIST OF EXHIBITS

Α **FCC License Documentation** В Site Development Plan: 500' Vicinity Map **Legal Descriptions** Flood Plain Certification Site Plan Vertical Tower Profile Tower and Foundation Design C D Competing Utilities, Corporations, or Persons List E FAA F Kentucky Airport Zoning Commission G Geotechnical Report H Directions to WCF Site 1 Copy of Real Estate Agreement J **Notification Listing** K Copy of Property Owner Notification L Copy of County Judge/Executive Notice Copy of Posted Notices and Newspaper Notice Advertisement M N Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

REFERENCE COPY

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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 KNLF251	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 06-02-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Chanı	nel Block A	Sub-Market Designator 15
		t Name ngton-Evansvill	
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLF251 File Number: Print Date:

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

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

Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918512.

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).

Licensee Name: NEW CINGULAR WI	IRELESS	PCS.	LLC
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Call Sign: KNLF251 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

REFERENCE COPY

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1015 DALLAS, TX 75202

Call Sign KNLH398	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 04-14-2017	Effective Date 08-31-2018	31-2018 04-28-2027				
Market Number BTA252	Chanr	nel Block D	Sub-Market Designator			
	Market Lexingt					
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.

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Licensee Name: NEW CINGULAR WIRELESS PCS, I	LLC	CS. I	P	ESS	EL	VIR.	. V	AR	CINGUL	(NEW	Name:	licensee	L
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Call Sign: KNLH398 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Market Name Buildout Deadline Buildout Notification Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1015 DALLAS, TX 75202

vice
adband

FCC Registration Number (FRN): 0003291192

Grant Date 05-27-2015	Effective Date 08-31-2018	Print Date	
Market Number MTA026	Chann	el Block A	Sub-Market Designator 19
	Marke Louisville-Lexir	ngton-Evansvill	
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255 File Number: Print Date:

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

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

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

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

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

Licensee Name:	NEW	CINGULAR	WIREL	ESS	PCS.	LLC
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Call Sign: WPOI255 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Market Name Buildout Deadline Buildout Notification Status

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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 WQGA823	File Number
AW - AWS (171	Service 0-1755 MHz and
2110-21	55 MHz)

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 08-31-2018	Print Date	
Market Number CMA452	Chan	nel Block A	Sub-Market Designator
		et Name 10 - Powell	
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Dat

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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Licensee Name:	NEW	CINGULAR	WIREL	ESS	PCS.	LLC
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Call Sign: WQGA823 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW NEW CINGULAR WIRELESS PCS, LLC 208 S AKARD ST., RM 1015 DALLAS, TX 75202

Call Sign WQGD755	File Number
Radio AW - AWS (171 2110-21:	

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number BEA047	Chanr	nel Block	Sub-Market Designator
	Marke Lexington, KY		
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.

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.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD755 File Number: Print Date:

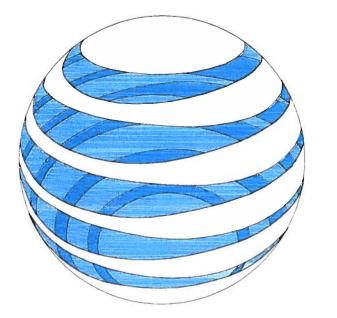
700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



at&t

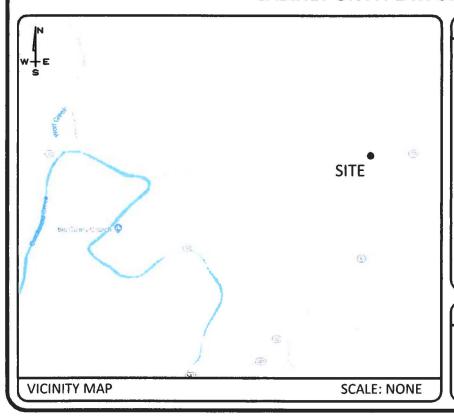
SITE NAME:

GUAGE

SITE NUMBER:

KYL06077

PROPOSED RAW LAND SITE WITH NEW 355' SELF SUPPORT TOWER W/
15' LIGHTNING ARRESTOR AND INSTALLATION OF AN 80" x 80" WALK-IN
CABINET ON A PLATFORM & DIESEL GENERATOR ON A PLATFORM



DRIVE DIRECTIONS

FROM BREATHITT COUNTY FISCAL COURT, 1137 MAIN ST., JACKSON, KY 41339

HEAD SOUTHWEST ON MAIN ST TOWARD COURT ST

TURN LEFT AT THE 1ST CROSS STREET ONTO COURT ST

TURN LEFT ONTO COLLEGE AVE

TURN LEFT ONTO BROWN ST

TURN RIGHT ONTO MAIN ST

TURN RIGHT ONTO KY-15 S/KY-30 E

TURN LEFT ONTO KY-30 E

19 1 MILES

ARRIVE AT SITE, ON THE LEFT

SCOPE OF WORK:

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

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

PROJECT INFORMATION

COUNTY: BREATHITT

SITE ADDRESS: KENTUCKY HIGHWAY 30 E GUAGE, KY 41339

APPLICANT: NEW CI

NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202

LATITUDE: 37° 35' 49.45" LONGITUDE: 83° 10' 59.58"



SHEET INDEX

T-1 TITLE SHEET & PROJECT INFORMATION

SURVEY.

B-1 SITE SURVEY B-1.1 SITE SURVEY B-1.2 SITE SURVEY B-1.3 SITE SURVEY B-1.4 SITE SURVEY B-1.5 SITE SURVEY

B-1.6 SITE SURVEY B-2 500' RADIUS AND ABUTTERS MAP

CIVIL:

C-1 OVERALL SITE LAYOUT
C-2 OVERALL SITE LAYOUT -CONT'D
C-3 ENLARGED COMPOUND LAYOUT
C-4 TOWER ELEVATION

CONTACT INFORMATION

FIRE DEPARTMENT

WOLF COAL VOLUNTEER FIRE DEPARTMENT PHONE: (606) 666-3800

POLICE DEPARTMENT

BREATHITT COUNTY SHERIFF PHONE: (606) 666-3800

ELECTRIC COMPANY

KENTUCKY POWER PHONE: (800) 572-1113

TELEPHONE COMPANY

AT&T

PHONE: (800) 288-2020

BUILDING CODES AND STANDARDS

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

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

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

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



MARK E.
PATTERSON
16,300
CENSSIONAL ENCHMENT
11/6/201

70NING

ZONING DRAWINGS

REV	DATE	DESCRIPTION
Α	10.16.18	ISSUED FOR REVIEW
0	11.6.18	ISSUED FOR FINAL

SITE INFORMATION

GUAGE

KENTUCKY HIGHWAY 30 E GUAGE, KY 41339

BREATHITT COUNTY

SITE NUMBER: KYL06077

POD NUMBER:

 DRAWN BY:
 NB

 CHECKED BY:
 MEP

 DATE:
 10.16.18

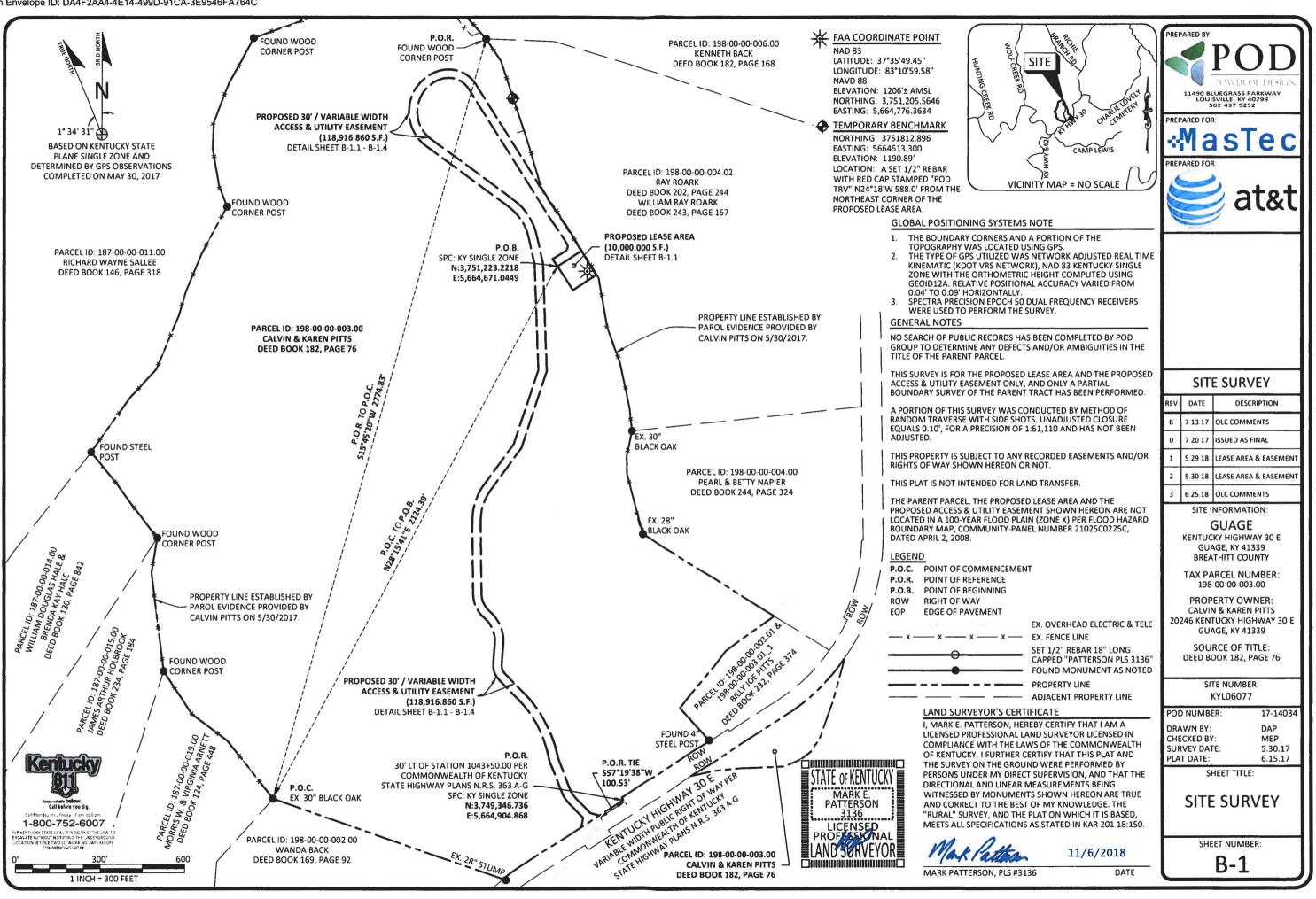
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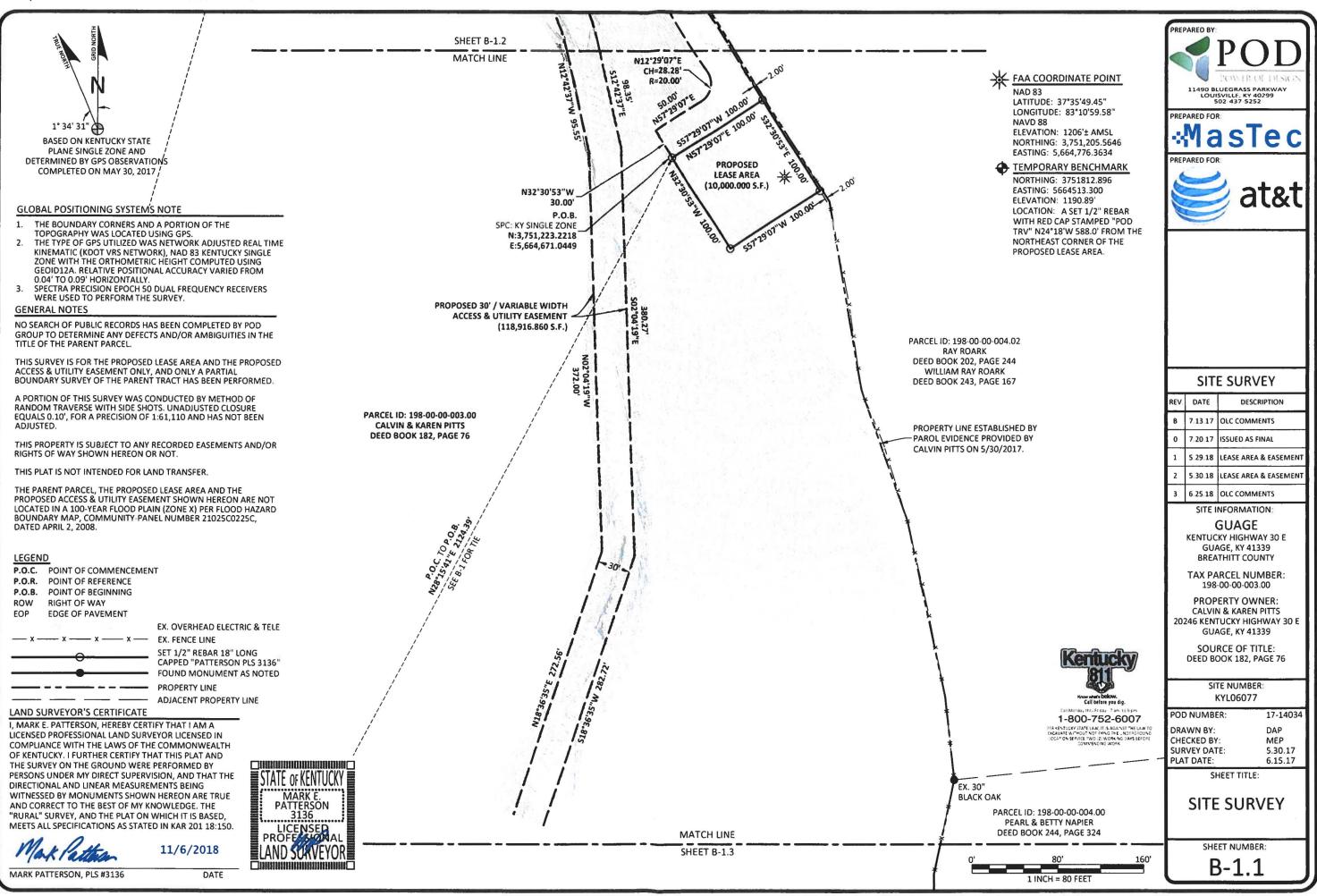
SHEET TITLE:

TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER

T-1







GLOBAL POSITIONING SYSTEMS NOTE

- THE BOUNDARY CORNERS AND A PORTION OF THE
- TOPOGRAPHY WAS LOCATED USING GPS.
 THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.09' HORIZONTALLY.
- SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.10', FOR A PRECISION OF 1:61,110 AND HAS NOT BEEN

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0225C, DATED APRIL 2, 2008.

P.O.C. POINT OF COMMENCEMENT P.O.R. POINT OF REFERENCE P.O.B. POINT OF BEGINNING RIGHT OF WAY ROW EOP **EDGE OF PAVEMENT**

---- ADJACENT PROPERTY LINE

EX. OVERHEAD ELECTRIC & TELE EX. FENCE LINE SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" FOUND MONUMENT AS NOTED

PROPERTY LINE

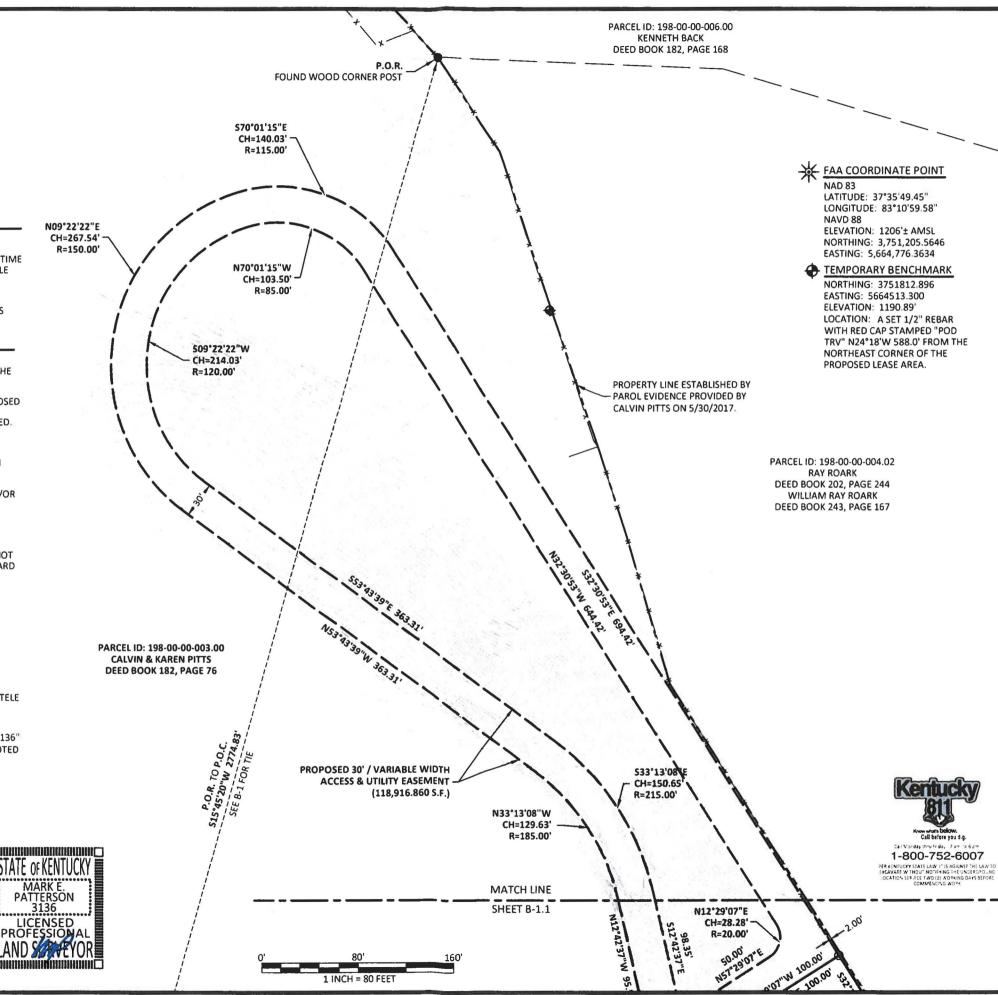
LAND SURVEYOR'S CERTIFICATE

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

MARK PATTERSON, PLS #3136

11/6/2018

DATE





⊹MasTec



SITE SURVEY

REV.	DATE	DESCRIPTION	
В	7.13.17	OLC COMMENTS	
0	7.20.17	ISSUED AS FINAL	
1	5 29 18	LEASE AREA & EASEMEN	
2	5.30.18	LEASE AREA & EASEMEN	
3	6.25.18	OLC COMMENTS	

SITE INFORMATION:

GUAGE

KENTUCKY HIGHWAY 30 E GUAGE, KY 41339 BREATHITT COUNTY

TAX PARCEL NUMBER 198-00-00-003.00

PROPERTY OWNER: **CALVIN & KAREN PITTS** 20246 KENTUCKY HIGHWAY 30 E **GUAGE, KY 41339**

SOURCE OF TITLE: DEED BOOK 182, PAGE 76

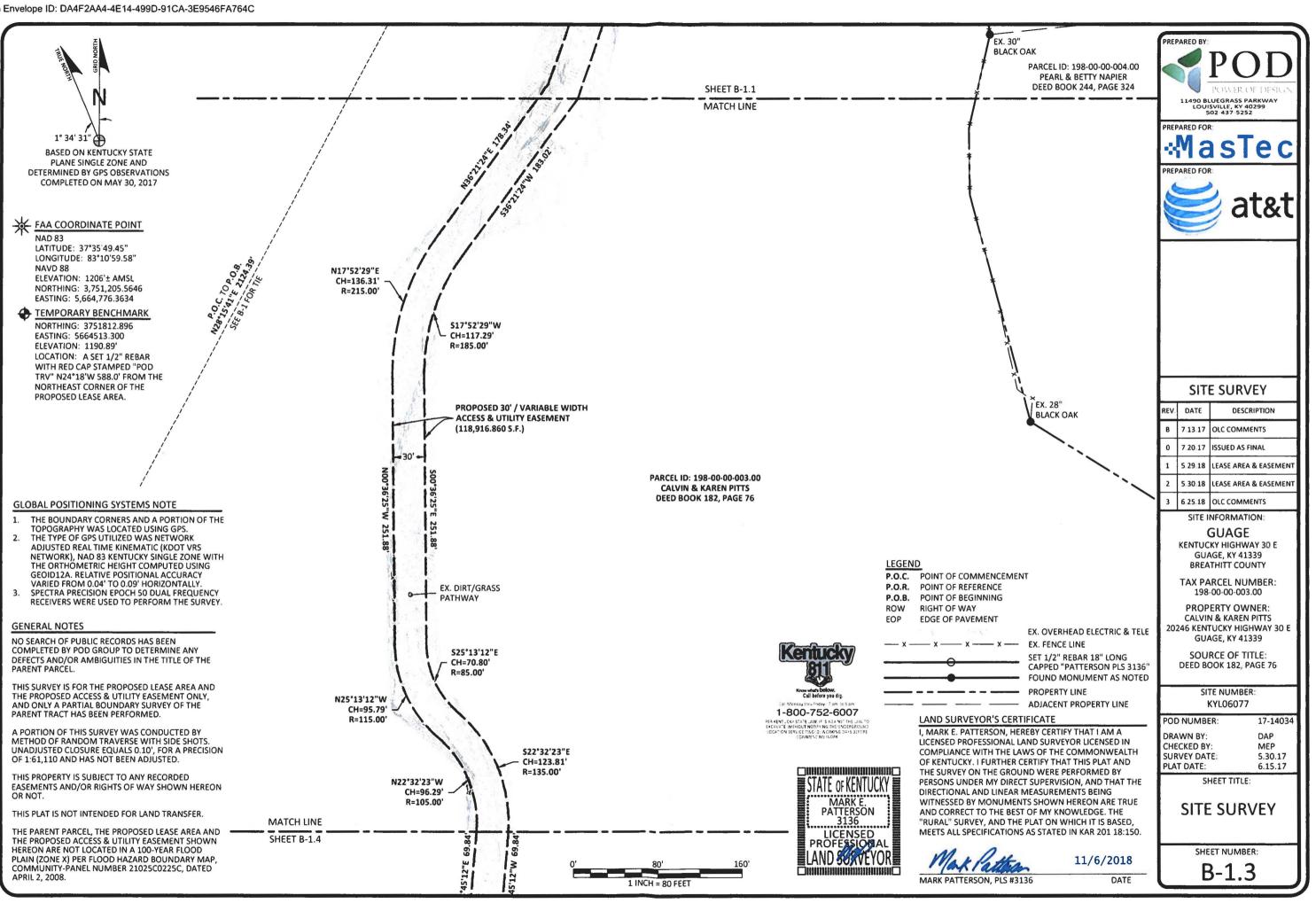
> SITE NUMBER: KYL06077

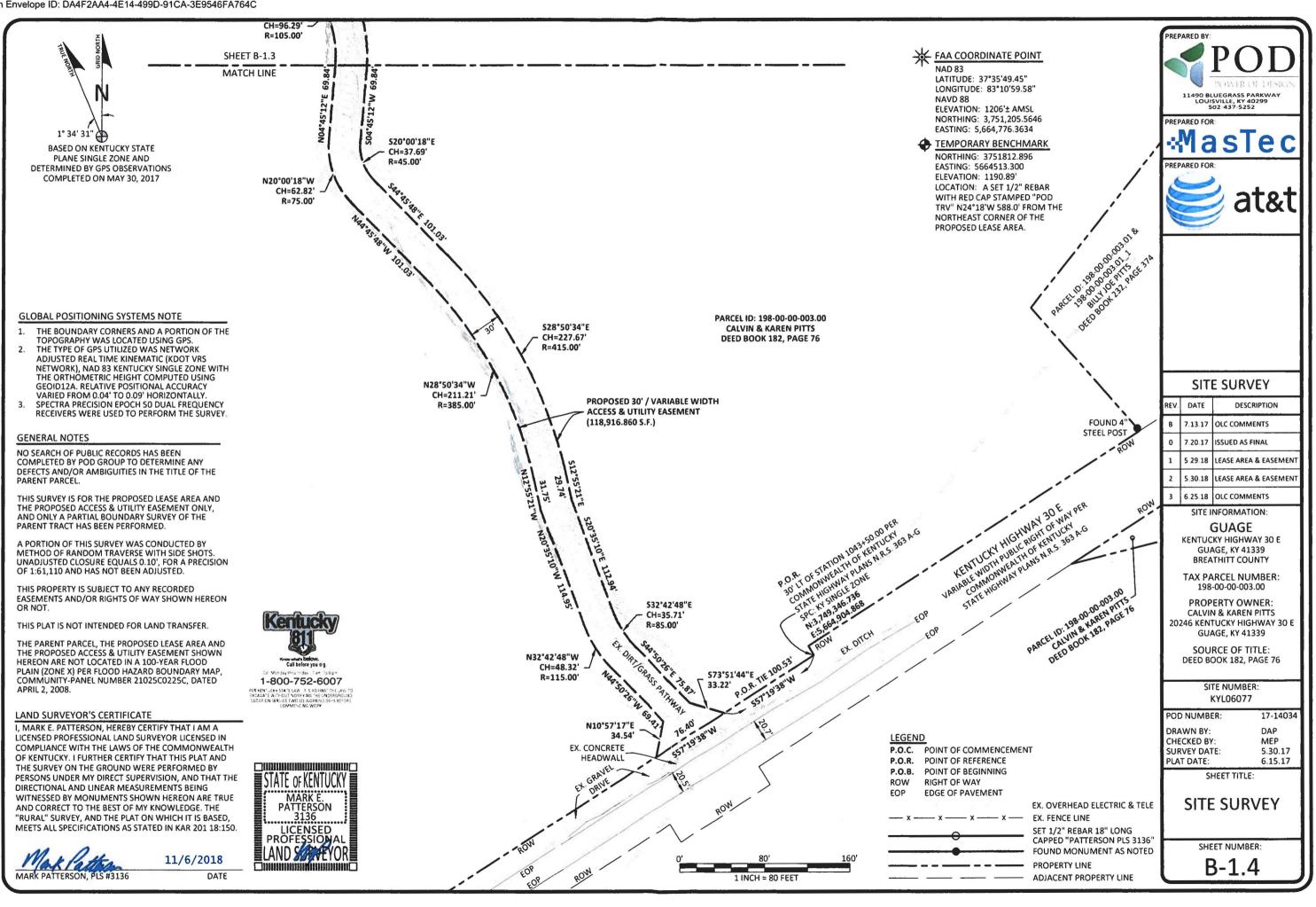
POD NUMBER 17-14034 DRAWN BY: DAP CHECKED BY: MEP SURVEY DATE: 5.30.17 PLAT DATE: 6.15.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:





LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO CALVIN & KAREN PITTS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182, PAGE 76, PARCEL ID: 198-00-00-003.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT AN EXISTING 30" BLACK OAK TREE IN THE SOUTHWESTERN BOUNDARY LINE OF THE PROPERTY CONVEYED TO CALVIN & KAREN PITTS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182, PAGE 76, PARCEL ID: 198-00-00-003.00, SAID POINT BEING A COMMON CORNER TO THE PARCEL CONVEYED TO WANDA BACK AS RECORDED IN DEED BOOK 169, PAGE 92 AND THE PROPERTY CONVEYED TO MORRIS W. AND VIRGINIA ARNETT AS RECORDED IN DEED BOOK 124, PAGE 448, FOR REFERENCE SAID COMMENCEMENT POINT IS 515*45'20"W 2774.83" FROM A FOUND WOOD CORNER POST IN THE NORTH BOUNDARY LINE OF SAID PITTS PARCEL; THENCE TRAVERSING ACROSS THE LAND OF PITTS, N28*15'41"E 2124.39" TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" BEING THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,751,223.2218 & E:5,664,671.0449 AND BEING THE TRUE POINT OF BEGINNING; THENCE NS2*29'07"E 100.00" TO A SET IPC; THENCE SS7*29'07"W 100.00" TO A SET IPC; THENCE SS7*29'07"W 100.00" TO A SET IPC; THENCE SS7*29'07"W 100.00" TO A SET IPC; THENCE NS2*30'S3" LINEOCONTAINING 10,000.000 SQ. FT. AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MAY 30, 2017

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO CALVIN & KAREN PITTS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182, PAGE 76, PARCEL ID: 198-00-00-003.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT AN EXISTING 30" BLACK OAK TREE IN THE SOUTHWESTERN BOUNDARY LINE OF THE PROPERTY CONVEYED TO CALVIN & KAREN PITTS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182, PAGE 76, PARCEL ID: 198-00-00-003.00, SAID POINT BEING A COMMON CORNER TO THE PARCEL CONVEYED TO WANDA BACK AS RECORDED IN DEED BOOK 169, PAGE 92 AND THE PROPERTY CONVEYED TO MORRIS W. AND VIRGINIA ARNETT AS RECORDED IN DEED BOOK 124, PAGE 448, FOR REFERENCE SAID COMMENCEMENT POINT IS \$15°45'20"W 2774.83' FROM A FOUND WOOD CORNER POST IN THE NORTH BOUNDARY LINE OF SAID PITTS PARCEL; THENCE TRAVERSING ACROSS THE LAND OF PITTS, N28°15'41"E 2124.39' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" BEING THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,751,223.2218 & E:5,664,671.0449 AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA, N32°30'53"W 30.00'; THENCE N57°29'07"W 50.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIÚS OF 20.00', N12°29'07"E 28.28'; THENCI N32°30'53"W 644.42'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N70°01'15"W 103.50'; THENCE WITH THE CHORD OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 120.00', S09°22'22"W 214.03', THENCE \$53°43'39"E 363.31'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', S33°13'08"E 150.65'; THENCE S12°42'37"E 98.35'; THENCE S02°04'19"E 380.27'; THENCE S18°36'35"W 282.72'; THENCE S36°21'24"W 183.02'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', S17°52'29"W 117.29'; THENCE S00°36'25"E 251.88'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', \$25°13'12"E 70.80'; THENCE WITH THE CHORD OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 135.00', S22°32'23"E 123.81'; THENCE S04°45'12"W 69.84'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 45.00', S20°00'18"E 37.69'; THENCE S44°45'48"E 101.03'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 415.00', S28°50'34"E 227.67'; THENCE S12°55'21"E 29.74'; THENCE \$20°35'10"E 112.94'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', \$32°42'48"E 35.71'; THENCE \$44°50'26"E 75.87'; THENCE \$73°51'44"E 33.22' TO THE NORTHERN LINE OF THE RIGHT OF WAY OF KENTUCKY HIGHWAY 30 EAST AND THE SOUTHERN LINE OF SAID PITTS, FOR REFERENCE SAID POINT IS \$57°19'38"W 100.53' FROM A POINT BEING 30' LEFT OF STATION 1043+50.00 PER COMMONWEALTH OF KENTUCKY STATE HIGHWAY PLANS N.R.S. 363 A-G, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,749,346.736 & PLANS N.R.S. 363 A-G, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,749,346.736 & E:5,664,904.868; THENCE WITH SAID LINE, SS7°19'38"W 76.40'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF PITTS, N10°57'17"E 34.54'; THENCE N44°50'26"W 69.41'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00, N32°42'48"W 48.32'; THENCE N20°35'10"W 114.95'; THENCE N12°55'21."W 31.75'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', N20°30'18"W 62.82'; THENCE N04°45'48"W 101.03'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', N20°00'18"W 62.82'; THENCE N04°45'12."E 69.84'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00', N22°32'23''W 96.29'; THENCE WITH THE CHORD OF A CONVE TO THE LEFT HAVING A RADIOS OF 105.00', N22 32 23 W 96.29'; THENCE WITH THE CHORD OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', N25°13'12"W 95.79'; THENCE N00°36'25"W 251.88'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', N17°52'29"E 136.31'; THENCE N36°21'24"E 178.34'; THENCE N18°36'35"E 272.56'; THENCE N02°04'19"W 372.00'; THENCE N12°42'37"W 95.55'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', N33"13"08"W 129.63"; THENCE N53"43"39"W 363.31"; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00', N09°22'22"E 267.54'; THENCE WITH THE CHORD OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S70°01'15"E 140.03'; THENCE S32°30'53"E 694.42' TO A SET IPC IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA; THENCE ALONG THE NORTH LINE OF SAID LEASE AREA, S57°29'07"W 100.00' TO THE POINT OF BEGINNING CONTAINING 118,916.860 SQ. FT. AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MAY 30, 2017.

REPORT OF TITLE, PARCEL ID: 198-00-00-003.00, BREATHITT 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 STEWART TITLE GUARANTY COMPANY, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 00300-20170089, ISSUE DATE OF MARCH 16, 2017 AT 8:00 AM. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- 1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 4. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- 5. ANY LIEN OR RIGHT TO A LIEN. FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 6. SUBJECT TO 2017 TAXES, WHICH ARE NOT YET DUE AND PAYABLE (IF APPLICABLE). (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 7. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED (ALL COAL AND MINERAL RIGHTS WITH CUSTOMARY RIGHTS OF REMOVAL HAVE BEEN RESERVED AS RECORDED IN DEED BOOK 182, PAGE 76.)

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 182, PAGE 76 (NOT FIELD SURVEYED)

BEGINNING AT A PIPE HEADWALL JUST ABOVE UPPER END OF BOTTOM THAT HAS A DUG WELL IN BOTTOM; THENCE RUNNING A WEST COURSE A STRAIGHT LINE TO THE TOP OF POINT; THENCE RUNNING WITH THE CENTER OF POINT A NORTH COURSE BETWEEN LITTLE CANEY CREEK AND ADDISON HAMMOND BRANCH TO RADER ROARK'S LINE; THENCE RUNNING WITH RADER ROARK'S LINE TO MRS. GEORGE ARNETT'S LINE; THENCE RUNNING WITH HER LINE A SOUTH COURSE TO HIRAM BAYS' LINE; THENCE RUNNING WITH HIRAM BAYS' LINE AN EAST COURSE TO TOP OF KNOB BETWEEN ROCKEY BRANCH AND LITTLE CANEY CREEK; THENCE RUNNING DOWN THE POINT WITH THE CENTER OF THE POINT JUST BELOW WHERE ADDISON HAMMOND NOW LIVES, TO A SYCAMORE MARKED ABOUT THIRTY FEET ABOVE THE STATE HIGHWAY; THENCE RUNNING ACROSS THE HIGHWAY TO A SMALL SYCAMORE AND TWO WHITE WALNUT TREES ON BANK OF LITTLE CANEY CREEK AS IT MEANDERS TO OPPOSITE THE BEGINNING; THENCE A WEST COURSE TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO CALVIN PITTS AND KAREN PITTS BY DEED DATED JANUARY 8, 1997, OF RECORD IN DEED BOOK 182, PAGE 76, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY.

EXCEPT A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN BREATHITT COUNTY, KENTUCKY, ON LITTLE CANEY CREEK, A TRIBUTARY OF MAIN QUICKSAND CREEK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A WIDE PLACE (A WIDE SHOULDER) ON THE SOUTHERN SIDE OF KENTUCKY HIGHWAY 30 EAST; THENCE RUNNING WITH KENTUCKY HIGHWAY 30 EAST IN ITS MEANDERS IN AN UP-THE-ROAD DIRECTION TO A CONCRETE PIPE HEADWALL JUST ABOVE THE UPPER END OF THE BOTTOM THAT HAS A DUG WELL IN SAID BOTTOM; THENCE TURNING AND FOLLOWING THE END OF SAID BOTTOM IN A STRAIGHT LINE TO THE WATERS OF LITTLE CANEY CREEK; THENCE TURNING AND FOLLOWING LITTLE CANEY CREEK IN ITS MEANDERS IN A DOWN-THE-CREEK DIRECTION BACK TO THE WIDE PLACE AT THE BEGINNING POINT.

RESERVATION: ALL COAL-RIGHTS AND MINERAL RIGHTS (WITH CUSTOMARY RIGHTS OF REMOVAL) ON THE ABOVE-DESCRIBED PROPERTY HAVE BEEN RESERVED IN A PRIOR CONVEYANCE IN THE CHAIN OF TITLE OF THE ABOVE-DESCRIBED PROPERTY.

BEING THE SAME PROPERTY CONVEYED TO BILLY JOE PITTS, MARRIED MAN, BY DEED DATED OCTOBER 10, 2006, OF RECORD IN DEED BOOK 232, PAGE 374, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY.



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.

Mak Patter

11/6/2018

PREPARED BY:

POWER OF DESIGNATION OF THE PROPERTY OF THE PROP

*MasTec

PREPARED FOR:



SITE SURVEY

			
REV.	DATE	DESCRIPTION	
В	7.13.17	OLC COMMENTS	
0	7.20.17	ISSUED AS FINAL	
1	5.29.18	LEASE AREA & EASEMENT	
2	5.30.18	LEASE AREA & EASEMENT	
3	6.25.18	OLC COMMENTS	

SITE INFORMATION:

GUAGE

KENTUCKY HIGHWAY 30 E GUAGE, KY 41339 BREATHITT COUNTY

TAX PARCEL NUMBER: 198-00-00-003.00

PROPERTY OWNER: CALVIN & KAREN PITTS 20246 KENTUCKY HIGHWAY 30 E GUAGE, KY 41339

> SOURCE OF TITLE: DEED BOOK 182, PAGE 76

> > SITE NUMBER: KYL06077

POD NUMBER: 17-14034

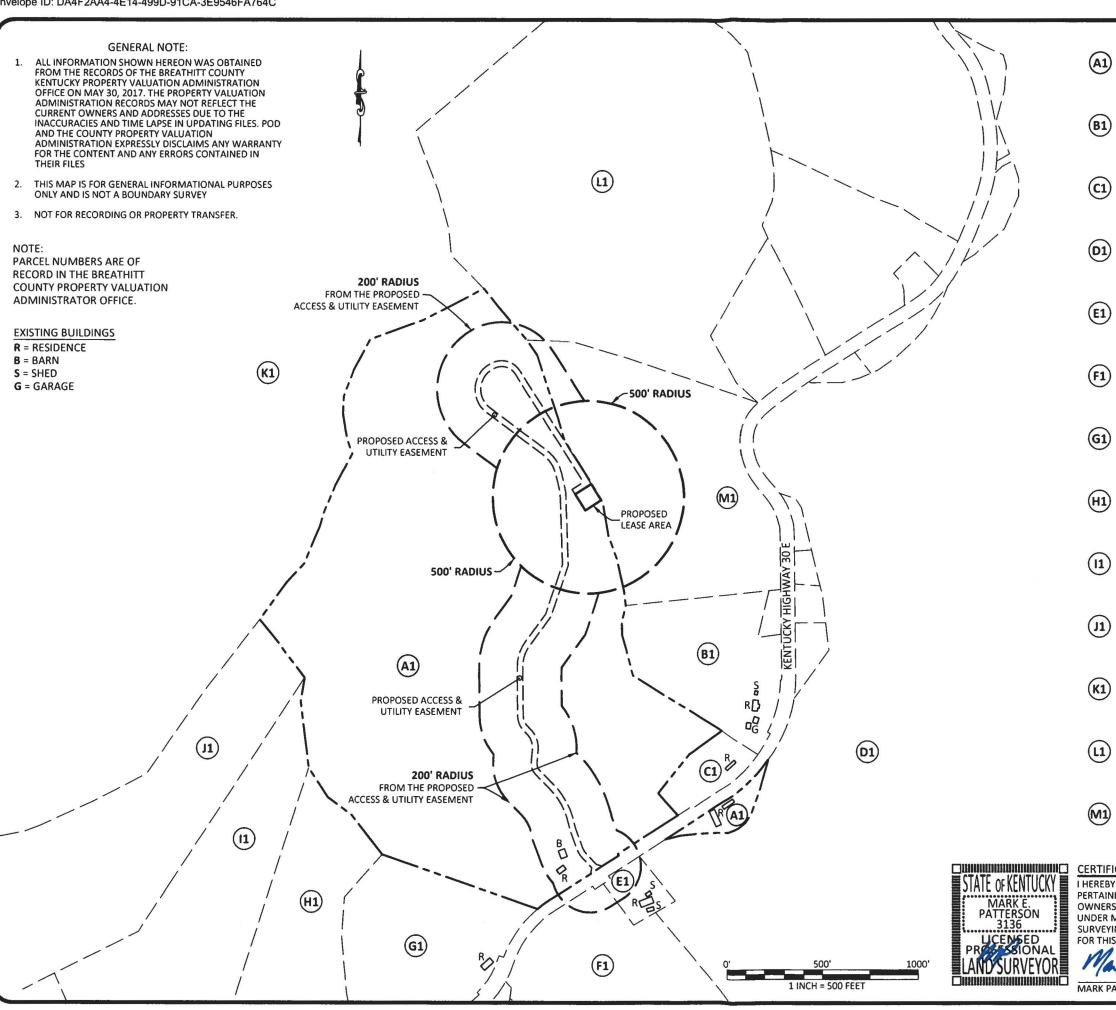
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 5.30.17
PLAT DATE: 6.15.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

B-1.5



PARCEL ID: 198-00-00-003.00 PITTS CALVIN & KAREN 20246 HWY 30 E **GAUGE, KY 41339**

PARCEL ID: 198-00-00-004.00 NAPIER PEARL JR & BETTY 19276 HWY 30 E **GUAGE, KY 41329**

PARCEL ID: 198-00-00-003.01 PITTS BILLY JOE 20163 HWY 30 E JACKSON, KY 41339

PARCEL ID: 198-00-00-023.00 HOWARD LAND MNG LLC PO BOX 590 PRESTONSBURG, KY 41653

PARCEL ID: 198-00-00-016.00 PITTS CHARLOTTE 20163 HWY 30 E JACKSON, KY 41339

PARCEL ID: 198-00-00-017.00 MULLINS WALTER M JR (F1) c/o GARY MULLINS 6521 W ROSE BUD RD **SALEM, IN 47167**

PARCEL ID: 198-00-00-002.00 **BACK WANDA** 18779 HWY 30 E **GUAGE, KY 41329**

PARCEL ID: 187-00-00-019.00 ARNETT MORRIS & VIRGINIA HC 61 BOX 220 SALYERSVILLE, KY 41465

PARCEL ID: 187-00-00-015.00 HOLBROOK JAMES ARTHUR 18245 HWY 30 E **ROUSSEAU, KY 41366**

PARCEL ID: 187-00-00-014.00 TRIMBLE BRENDA 2723 WEAVER RD BATAVIA, OH 45103

PARCEL ID: 187-00-00-011.00 SALLEE RICHARD W 196 WALNUT DRIVE PIKEVILLE, KY 41501

PARCEL ID: 198-00-00-006.00 **BACK KENNETH** 18779 HWY 30 E **GUAGE, KY 41329**

PARCEL ID: 198-00-00-004.02 **ROARK RAY** 19325 HWY 30 E JACKSON, KY 41339

CERTIFICATE

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



11/6/201

MARK PATTERSON, PLS #3136

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

> PREPARED FOR: ⊹MasTec

PREPARED FOR:



EXHIBIT

REV.	DATE	DESCRIPTION
Α	12 12 17	ISSUED FOR REVIEW
В	10.26.18	LEASE AREA & EASEMEN
0	11.6.18	ISSUED AS FINAL

SITE INFORMATION:

GUAGE

KENTUCKY HIGHWAY 30 E GUAGE, KY 41339 BREATHITT COUNTY

TAX PARCEL NUMBER: 198-00-00-003.00

PROPERTY OWNER: **CALVIN & KAREN PITTS** 20246 KENTUCKY HIGHWAY 30 E **GUAGE, KY 41339**

SOURCE OF TITLE: DEED BOOK 182, PAGE 76

SITE NUMBER: KYL06077

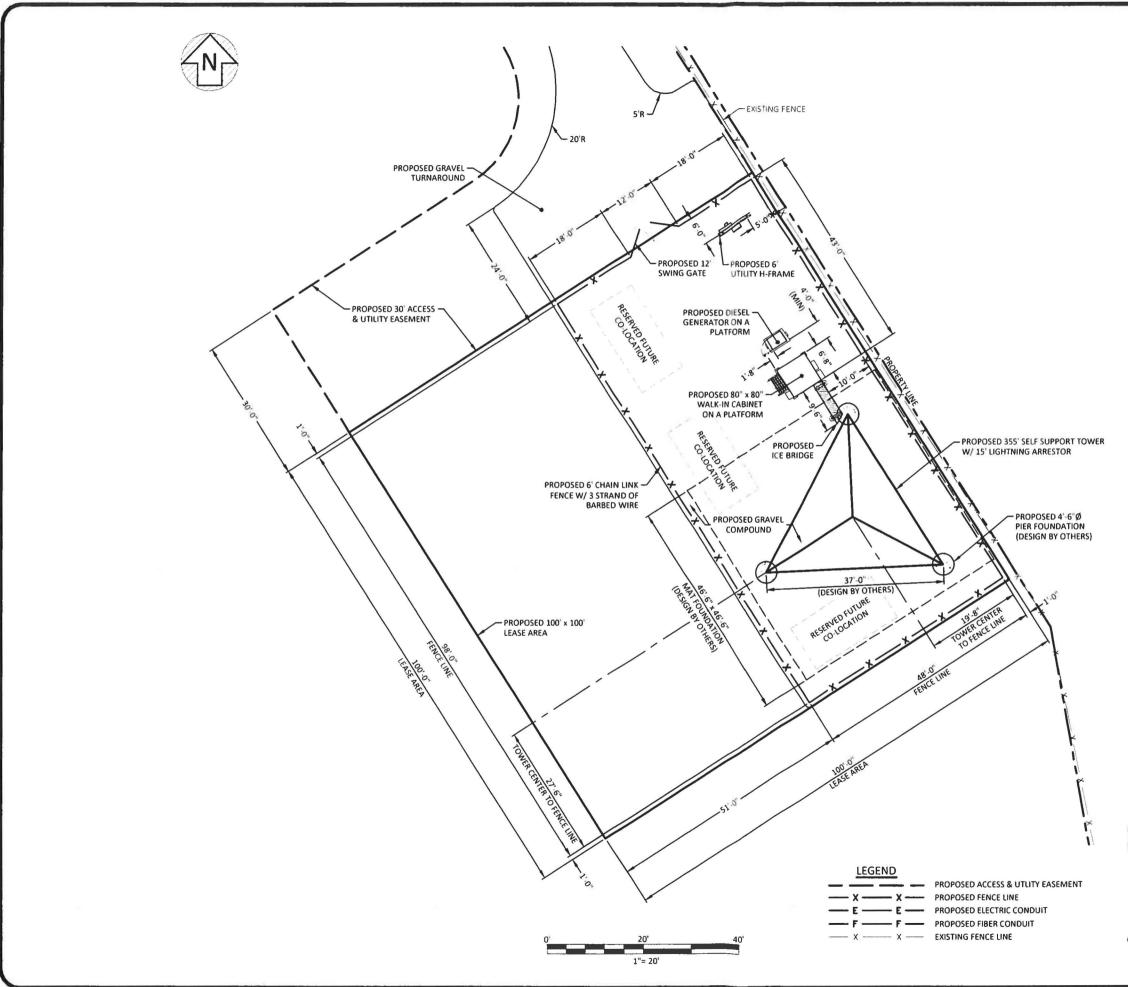
POD NUMBER: 17-20142 DRAWN BY: DAP CHECKED BY: MEP SURVEY DATE: 5.30.17 PLAT DATE: 12.12.17

SHEET TITLE:

500' RADIUS AND **ABUTTERS MAP**

SHEET NUMBER:

B-2





Know what's below.
Call before you dig.
Call Monday thru Friday -7 am. to 6 pm.
1-800-752-6007

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







EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
Α	10.16.18	ISSUED FOR REVIEW
0	11.6.18	ISSUED FOR FINAL
	1	

SITE INFORMATION:

GUAGE

KENTUCKY HIGHWAY 30 E GUAGE, KY 41339

> SITE NUMBER: KYLO6077

POD NUMBER:

UMBER: 17-20140

MEP 10.16.18

DRAWN BY: CHECKED BY: DATE:

SHEET TITLE:

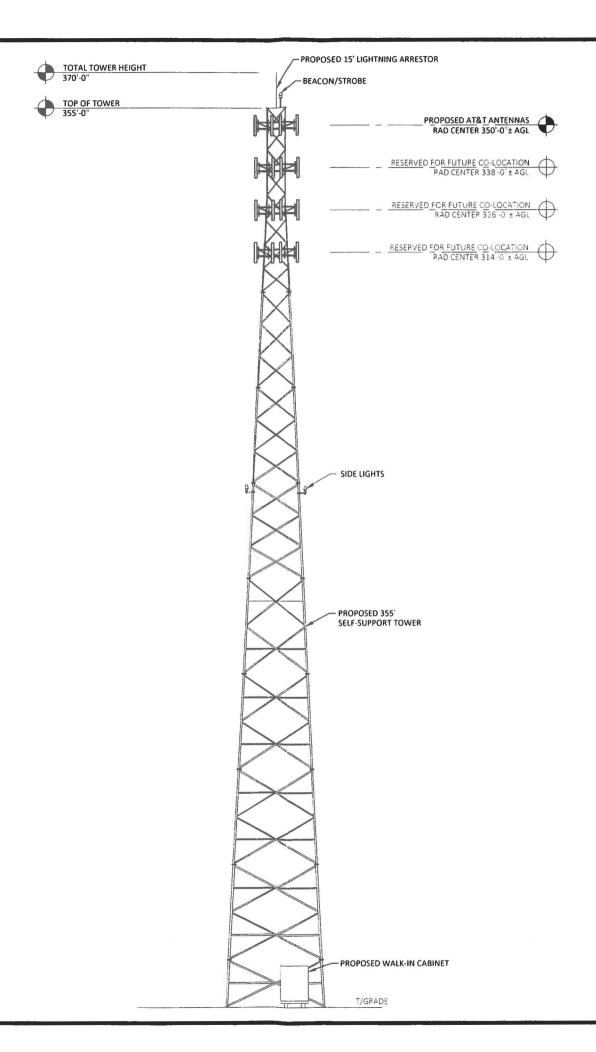
ENLARGED COMPOUND LAYOUT

SHEET NUMBER:

C-3

TOWER NOTES:

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



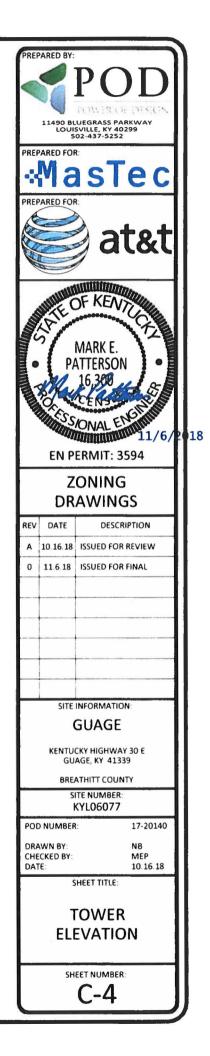


EXHIBIT C TOWER AND FOUNDATION DESIGN



October 18th, 2018 Kentucky Public Service Commission 211 Sower Blvd. PO Box 615 Frankfort, KY 40602-0615

RE: Site Name – Guage Proposed Cell Tower 37° 35′ 49.45″ North Latitude, 83° 10′ 59.58″ West Longitude

Dear Commissioners:

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

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

Thank you,

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

MasTec Network Solutions

(615) 207-8280



Structural Design Report

355' S3TL Series HD1 Self-Supporting Tower Site: Guage, KY Site Number: KYL06077

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

Job Number: 420335

October 17, 2018

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



Г		z	_						Г	355'	
۵	z	a							595		
υ	Σ	NONE M					5.		1757	340'	
8		7						15 @ 5	2167	320'	
-	9					(1) 5/8"	-		H	300'	
4	1/2 X 3/1						(1)			2785	280'
0	L 2 1/2 X 2 1/2 X 3/16						ō		3759		
× .50	Г						Г	.299		260'	
8.625 OD X .500	L3X3X3/16						11.	9 @ 6.6667	4007	240'	
	(6.3)		NONE	NONE	NONE		13,		4444	220'	
	¥						15'		5592		
	_	NONE					-		55		
	Г	_				.4	Ţ		35	200'	
× .50	7					(1) 3/4"	17.		5685		
10.75 OD X .500							19,		8509	180'	
	4						_	12 @ 10		160'	
	L4X4X1/4	L4X4X1/						21.	12	6207	
	۲						23.				6864
	L _e					(2) 5/8"			H	120'	
0	L4X4X5/16						25'		7543		
X.50	۲4		L			Г		5	2	100'	
12.75 OD X .500	ဗ	σ	~	ď	œ		27.	-	8275	\rightarrow	
12.7	Ξ	۵	۵	۵	۵		T	5	_	80'	
	9	-	œ	ď	œ		29.	⊢	8503	60'	
	Ξ	۵	۵	۵.	۵.	3/4"	_	_	60		
	ပ	-	7	α	œ	(2) 3/4"	31.	-	9209	\rightarrow	
	Ι	۵	۵	۵	۵		_	ם	61	40'	
14.00 OD X .500	ŋ	I	7	s	Ø		33,	⊢	10149	\rightarrow	
000	ш	۵	۵	۵	۵		_	5	~	20'	
14.0	ш	0	-	٦	S		32,	⊢	11102		
	nals	intals	als	iagonals	orizontals	Bolts	ace Width	Count/Height	n Weight	0' K 37'-0" X	

Legs
Diagona
Horizont
Internals
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Prace Bo
Prace Bo
Prace Bo
Brace Bo

Base Reactions

Total For	ındation	Individual Footing				
Shear (kips)	140.56	Shear (kips)	86.21			
Axial (kips)	383.68	Compression (kips)	955			
Moment (ft-kips)	28846	Uplift (kips)	824			
Torsion (ft-kips)	-63.88					

Material List

Display	Value
A	5.563 OD X .500
В	5.563 OD X .375
С	4.000 OD X .318
D	2.375 OD X .154
E	L 6 X 4 X 3/8
F	L 5 X 5 X 3/8
G	L 5 X 3 1/2 X 5/16 (SLV)
Н	L 4 X 4 X 3/8
t	L 4 X 4 X 5/16
J	L 3 1/2 X 3 1/2 X 1/4
К	L 3 1/2 X 3 X 1/4 (SLV)
L	L 2 X 2 X 1/4
М	L 2 X 2 X 5/16
N	L 2 X 2 X 1/8
0	L 5 X 5 X 5/16
Р	NONE
Q	L 4 X 3 1/2 X 5/16 (SLV)
R	L 3 X 3 X 1/4
S	L 3 X 3 X 5/16
T	1 @ 13.333'
U	1 @ 6.667'

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 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 3/4" 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: 99.72%



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

P.U. BOX 606
Sioux CTV, IA 51102-0658
Phone (712) 256-6690
Phone (712) 256-6690
For an interpretable Communications Corporation const
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420335 Customer AT&T

Site Name Guage, KY KYL06077

By KJT

Description 355' S3TL 10/17/2018

Designed Appurtenance Loading

Elev	Description	Tx-Line
360	(1) Extendible Lightning Rod	
350	(1) 278 sq. ft. EPA 6000# (no Ice)	(18) 1 5/8"
338	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Elev	Description	Tx-Line	
326	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"	
314	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8*	

Sabre Industries'
Towers and Poles

Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone (712) 238-6690 Fax (712) 279-0814

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Job 420335

AT&T Site Name Guage, KY KYL06077

Description 355' S3TL

By KJT 10/17/2018

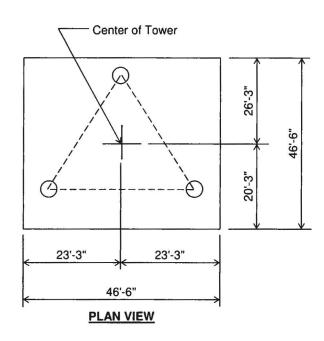


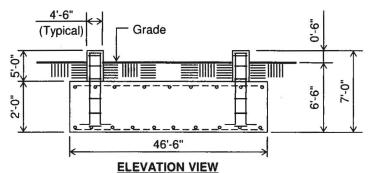
No.: 420335

Date: 10/17/18 By: KJT

Customer: AT&T Site: Guage, KY KYL06077

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





(169.0 cu. yds.) (1 REQUIRED.; NOT TO SCALE)

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

Notes:

- 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".
- The foundation design is based on the geotechnical report by Power of Design, Project No. 18-27133, dated August 9, 2018.
- See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored download (kips) = 164.84 Factored overturn (kip-ft) = 28,845.61 Factored shear (kips) = 140.56
- 4.5' of soil cover is required over the entire area of the foundation slab.
- 9) 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	(26) #8 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 8" C/C							
Mat	(79) #11 horizontal rebar evenly spaced each way top and bottom. (316 total)							
	Anchor Bolts per Leg							
(6) 1.75	(6) 1.75" dia. x 87" F1554-105 on a 19" B.C. w/ 10.5"							
	max. projection above concrete.							

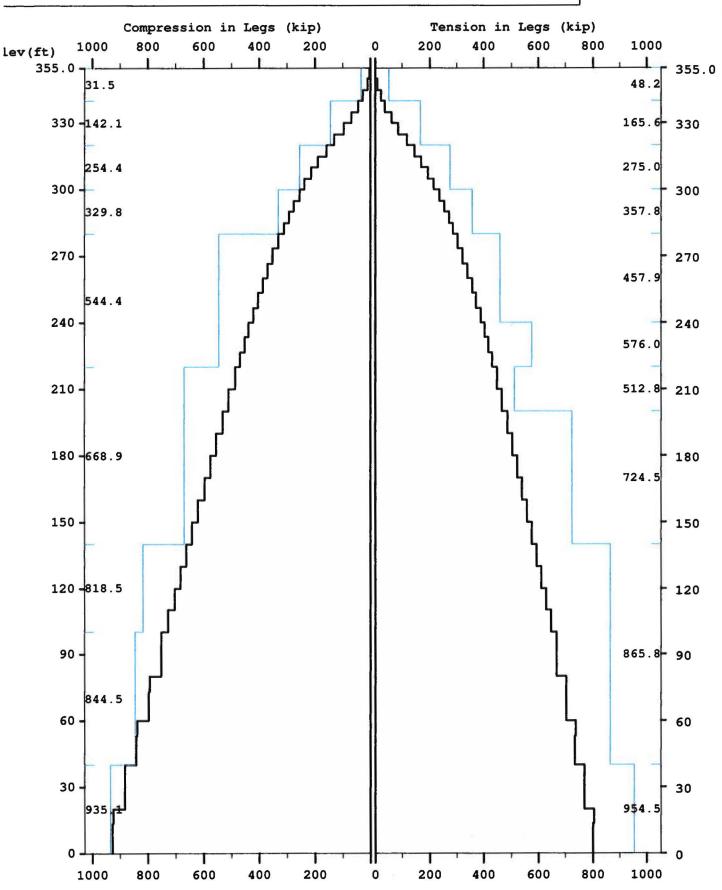
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17 oct 2018

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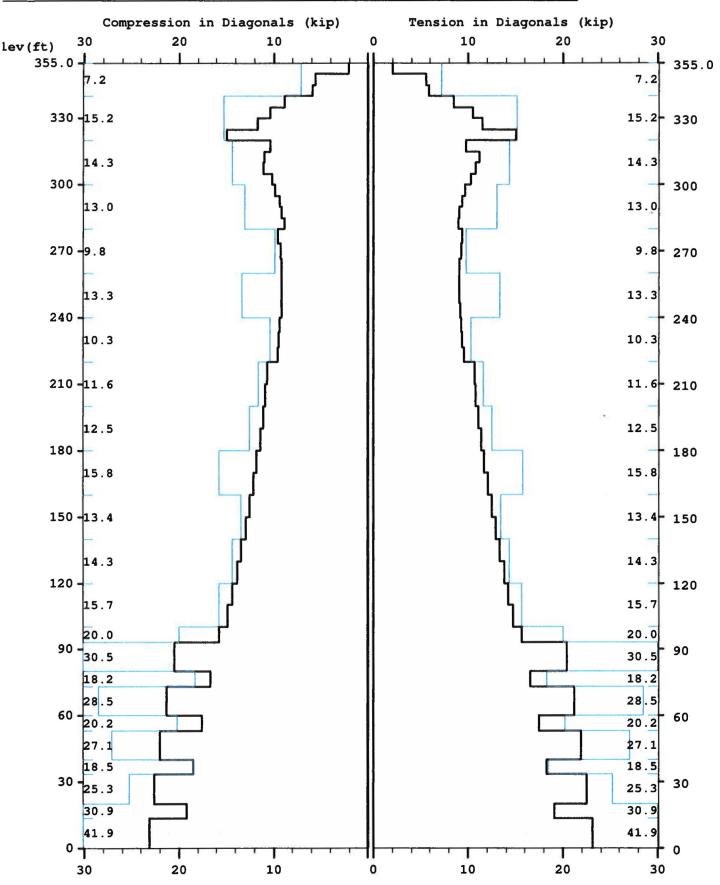
Maximum



17 oct 2018 23:10:38

icensed to: Sabre Towers and Poles

Maximum



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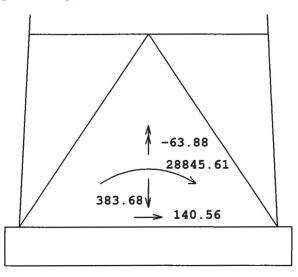
17 oct 2018

icensed to: Sabre Towers and Poles

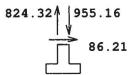
Maximum

23:10:38

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Latticed Tower Analysis (Unguyed) (c)2015 Guymast Inc. 416-736-7453 Processed under license at:

Sabre Towers and Poles

d Poles on: 17 oct 2018 at: 23:10:38

MAST	GEOMETRY	(ft)	į
=====	=======	===	====	=

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
X	™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™™	350.00 340.00 335.00 315.00 300.00 280.00 240.00 220.00 180.00 140.00 120.00 193.33 80.00 73.33 60.00	355.00 350.00 340.00 335.00 320.00 315.00 300.00 260.00 240.00 220.00 200.00 160.00 140.00 120.00 100.00 93.33 80.00 73.33 60.00	5.00 5.00 5.00 5.00 5.50 7.00 9.00 11.00 15.00 17.00 21.00 23.00 27.67 29.67 29.67 31.60	5.00 5.00 5.00 5.00 5.00 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 25.00 27.67 29.00 29.67	5.00 5.00 5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00 10.00 6.67 13.33 6.67
A V A	3	40.00 33.33 20.00	53.33 40.00 33.33	33.00 33.67 35.00	31.67 33.00 33.67	13.33 6.67 13.33
V A	3	13.33 0.00	20.00 13.33	35.67 37.00	35.07 35.67	6.67

MEMBER PROPERTIES -------

-						
MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE LE LE LE DI DI DI DI DI DI DI DI DI DI DI DI DI	\$40.00 320.00 300.00 280.00 220.00 140.00 40.00 320.00 320.00 320.00 260.00 220.00 180.00 93.33 80.00 73.33 60.00 53.33 40.00 3350.00 3350.00 3350.00 3350.00 60.00 40.00	ft 355.00 340.00 320.00 280.00 280.00 280.00 140.00 355.00 340.00 320.00 220.00 200.00 120.00 93.33 80.00 73.33 60.00 333.33 20.00 3355.00 340.00 333.33 55.00 340.00 93.33	1.075 3.678 6.111 7.952 12.763 16.101 19.242 21.206 0.484 1.152 0.938 0.902 1.090 1.562 1.688 2.402 2.559 2.402 2.559 2.859 2.559 2.859 2.559 3.609 0.484 1.152 0.938 2.246 2.246 2.2402	in 0.787 0.787 0.787 0.787 0.787 0.787 0.787 0.626		
HO HO BR	20.00 0.00 80.00	33.33 13.33 93.33	2.859 3.027 1.438	0.626 0.626 0.000	29000. 29000. 29000.	0.0000117 0.0000117 0.0000117
BR BR BR BR	60.00 40.00 20.00	73.33 53.33 33.33	1.438 1.438 1.688 1.688	0.000 0.000 0.000	29000. 29000. 29000.	0.0000117 0.0000117 0.0000117 0.0000117
BR	0.00	13.33	1.688	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM	TOP	LE	GS	DIAG	ONALS	HORIZ	ONTALS	INT	BRACING
ELEV ft	ELEV	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP	TENS kip
1 L	1.0	KIP	KIP	KIP	KIP	KIP	KIP	KIP	KIP

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

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

MAST LOADING --------

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	TORSNAL ft-kip
c	360.0	0.00	0.0	0.0	0.30	0.15	0.00	0.00
C	350.0	0.00	0.0	0.0	10.74	7.20 4.80	0.00	0.00
C C	338.0 326.0	0.00	0.0	0.0	7.91	4.80	0.00	0.00
С	314.0	0.00	0.0	0.0	7.85	4.80	0.00	0.00
D D	355.0 350.0	0.00	180.0 180.0	$0.0 \\ 0.0$	0.07 0.07	0.04	0.00	0.00
D D	350.0 340.0	0.00	42.0 42.0	0.0	0.14 0.14	0.06	0.06 0.06	$0.11 \\ 0.11$
D	340.0	0.00	63.7	0.0	0.18	0.15	0.06	0.12
D D	335.0 335.0	0.00	63.7 76.5	0.0	$0.18 \\ 0.18$	0.15	0.06	0.12 0.13
D D	330.0 330.0	0.00	76.5 80.5	0.0	$0.18 \\ 0.19$	0.14 0.15	0.06 0.06	0.13 0.12
D D	325.0 325.0	0.00	80.5 102.0	0.0	0.19	0.15	0.06 0.05	0.12 0.07
D	320.0 320.0	0.00	102.0	0.0	0.21	0.17	0.05	0.07 0.07
D D	315.0	0.00	103.3	0.0	0.23	0.20	0.04	0.07
D D	315.0 300.0	0.00	104.8 180.0	$0.0 \\ 0.0$	0.23 0.24	0.21	$0.01 \\ 0.00$	0.06 0.06
D D	300.0	0.00	180.0 180.0	0.0	0.24	0.24	0.00	0.06 0.05
D D	280.0	0.00	180.0 180.0	0.0	0.26	0.30	0.00	0.06
D	260.0	0.00	180.0	0.0	0.27	0.32	0.00	0.05
D D	240.0 240.0	0.00	180.0 180.0	$0.0 \\ 0.0$	0.28 0.28	0.32	0.00	0.05
D D	220.0	0.00	180.0 180.0	0.0	0.29 0.28	0.33	0.00	0.05 0.05
D D	170.0 170.0	0.00	180.0 180.0	0.0	0.30	0.40	0.00	0.05
D	140.0	0.00	180.0	0.0	0.31	0.42	0.00	0.05
D D	140.0 120.0	0.00	180.0 180.0	0.0	0.32	0.46	0.00	0.05
D D	120.0 100.0	0.00	180.0 180.0	0.0	0.32 0.32	0.50	0.00	0.05 0.05
D D	100.0	0.00	180.0 180.0	0.0	0.29	0.48	0.00	0.05
D	93.3	0.00	180.0 180.0	0.0	0.34	0.57	0.00	0.05
D D	80.0	0.00	180.0	0.0	0.28	0.48	0.00	0.04
D D	73.3 73.3	0.00	180.0 180.0	$0.0 \\ 0.0$	0.28	0.48 0.59	0.00	0.04 0.04
D D	60.0	0.00	180.0 180.0	0.0	0.33	0.59	0.00	0.04 0.04
D D	53.3	0.00	180.0 180.0	0.0	0.27 0.32	0.52	0.00	0.04
D	40.0	0.00	180.0	0.0	0.32	0.61	0.00	0.04

D D D D D D D	40.0 33.3 33.3 20.0 20.0 13.3 13.3	0.00 0.00 0.00 0.00 0.00 0.00	180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0	0.0 0.0 0.0 0.0 0.0 0.0	0.26 0.26 0.31 0.31 0.24 0.24 0.29	0.55 0.55 0.67 0.67 0.61 0.61 0.73	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.04 0.04 0.04 0.03 0.03 0.03
D	0.0	0.00	180.0	0.0	0.29	0.73	0.00	0.03

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

MAST LOADING

LOAD	ELEV	APPLYLOAD	AT LOAD	FOR	CES	MOME	NTS
TYPE	ft	RADIUS ft	AZI AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
c c c c	360.0 350.0 338.0 326.0 314.0	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 0.0 0.0	0.30 10.74 7.97 7.91 7.85	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
	355.0 350.0 340.0 340.0 330.0 330.0 325.0 320.0 325.0 320.0 315.0 300.0 280.0 280.0 260.0 240.0 220.0 240.0 170.0 140.0 110.0 120.0 100.0 93.3 93.3 60.0 6	0.00 1 0.00 0.00 0.00 0.00 0.00 0.00 0.00 1	80.0 0.0 80.0 0.0 42.0 0.0 42.0 0.0 42.0 0.0 63.7 0.0 80.5 0.0 80.5 0.0 80.5 0.0 80.5 0.0 80.0 0.0	0.07 0.14 0.14 0.18 0.19 0.21 0.23 0.23 0.24 0.25 0.26 0.27 0.28 0.29 0.30 0.31 0.31 0.32	0.03 0.04 0.04 0.11 0.11 0.11 0.13 0.15 0.16 0.17 0.18 0.23 0.24 0.24 0.24 0.24 0.25 0.33 0.33 0.35 0.36 0.36 0.43 0.36 0.44 0.39 0.46 0.42 0.42 0.42 0.42 0.42 0.42 0.42 0.42	0.00 0.00 0.04 0.04 0.04 0.05 0.04 0.03 0.03 0.03 0.03 0.00	0.00 0.00 0.01 0.11 0.11 0.12 0.12 0.07 0.07 0.07 0.06 0.06 0.05 0.06 0.06 0.07 0.09
D	0.0	0.00 1	180.0 0.0	0.29	0.55	0.00	0.03

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

MAST LOADING

LOAD	ELEV	APPLYLOA	DAT	LOAD	FORCE	S	MOM	ENTS
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
c	360.0	0.00	0.0	0.0	0.05	0.31	0.00	0.00
C	350.0	0.00	0.0	0.0	1.35	18.60	0.00	0.00
C	338.0	0.00	0.0	0.0	1.64	12.37	0.00	0.00
C	326.0	0.00	0.0	0.0	1.62	12.34	0.00	0.00

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0			1.29 A	0.00 A
350.0	0.91 S	2.06 G	0.21 G	0.00 A
345.0	5.32 M	5.56 н	0.27 I	0.00 A
	19.89 M	5.85 T	0.46 Y	0.00 A
340.0	35.23 M	8.51 M	200 2 2	25.5 % 6
335.0	59.36 M	10.54 B	0.32 A	0.00 A
330.0	84.94 M	11.49 T	0.06 s	0.00 A
325.0			0.34 A	0.00 A
320.0	116.27 M	15.02 B	0.61 U	0.00 A
315.0	144.73 M	9.84 M	0.31 A	0.00 A
310.0	169.33 M	11.16 н	0.06 A	0.00 A
	192.61 M	10.84 T		
305.0	215.92 M	10.32 н	0.26 A	0.00 A
300.0	235.48 M	9.71 N	0.08 A	0.00 A
295.0	254,46 M	9.43 н	0.17 A	0.00 A
290.0			0.09 A	0.00 A
285.0	271.09 M	9.07 T	0.14 A	0.00 A
280.0	287.32 M	8.94 B	0.08 A	0.00 A
	304.16 M	9.44 T	0.13 A	0.00 A
273.3	322.90 M	9.29 в	U.13 A	0.00 A

266.7	339.99 M	9.14 T	0.08 A	0.00 A
260.0			0.11 A	0.00 A
253.3	356.59 M		0.07 A	0.00 A
246.7	372.11 M	9.12 T	0.09 A	0.00 A
240.0	387.33 M	9.20 N	0.06 A	0.00 A
233.3	401.82 M	9.28 T	0.13 A	0.00 A
226.7	416.08 M	9.41 N	0.06 A	0.00 A
220.0	429.86 M	9.55 N	0.11 A	0.00 A
	446.57 M	10.65 N		
210.0	466.13 M	10.83 N	0.10 A	0.00 A
200.0	485.26 M	11.07 T	0.10 A	0.00 A
190.0	503.95 M	11.36 N	0.09 A	0.00 A
180.0	522.39 M	11.71 T	0.09 A	0.00 A
170.0	540.57 M	12.09 N	0.08 A	0.00 A
160.0			0.06 A	0.00 A
150.0	558.63 M		0.07 A	0.00 A
140.0	576.52 M		0.06 A	0.00 A
130.0	594.31 M	13.34 T	0.05 A	0.00 A
120.0	611.95 M	13.80 N	0.04 0	0.00 A
110.0	629.56 M	14.28 T	0.08 S	0.00 A
100.0	647.03 M	14.74 N	0.35 A	0.00 A
93.3	667.71 M	15.61 T	1.20 Q	0.00 I
	666.36 M	20.45 T		
80.0	702.29 M	16.53 ⊤	0.30 A	0.00 A
73.3	700.91 M	21.19 T	1.18 M	0.00 V
60.0	736.75 M	17.44 T	0.30 A	0.00 A
53.3	735.30 M	21.91 T	1.14 Q	0.00 j
40.0	770.86 M		0.27 A	0.00 A
33.3			1.07 U	0.00 T
20.0	769.28 M 		0.09 A	0.00 T
13.3			1.00 U	0.00 R
0.0	802.64 M	23.11 T	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	1 00 4		-1.30 G	0.00 A
350.0	-1.09 A	-2.04 A	-0.20 M	0.00 A
345.0	-9.86 G	-5.58 B	-0.20 o	0.00 A
340.0	-24.66 G	-5.95 н	-0.17 s	0.00 A
335.0	-41.85 G	-8.90 G	-0.25 s	0.00 A
330.0	-68.51 G	-10.33 T	-0.08 A	0.00 A
325.0	-94.86 G	-11.66 B	-0.27 s	0.00 A
320.0	-129.58 G	-14.95 Т	-0.76 C	0.00 A
315.0	-158.27 G	-10.34 G	-0.26 s	0.00 A
310.0	-186.77 G	-11.00 T	-0.06 s	0.00 A
305.0	-211.00 G	-11.03 н	-0.23 s	0.00 A
300.0	-235.60 G	-10.22 T	-0.07 S	0.00 A
295.0	-255.81 G	-9.84 н	-0.15 S	0.00 A
290.0	-276.01 G	-9.36 T	-0.08 S	0.00 A

	202 46 6	0 17 11		
285.0	-293.46 G	-9.17 H	-0.13 s	0.00 A
280.0	-310.87 G	-8.90 T	-0.07 s	0.00 A
273.3	-328.86 G	-9.53 B	-0.11 s	0.00 A
266.7	-349.35 G	-9.27 T	-0.07 s	0.00 A
260.0	-367.95 G	-9.21 н	-0.09 s	0.00 A
253.3	-386.29 G	-9.12 N	-0.06 s	0.00 A
246.7	-403.45 G	-9.18 в	-0.08 S	0.00 A
240.0	-420.47 G	-9.20 T	-0.06 s	0.00 A
	-436.67 G	-9.33 в		
233.3	-452.77 G	-9.42 н	-0.11 s	0.00 A
226.7	-468.36 G	-9.59 B	-0.05 s	0.00 A
220.0	-487.51 G	-10.69 в	-0.10 5	0.00 A
210.0	-510.14 G	-10.88 B	-0.09 S	0.00 A
200.0	-532.43 G		-0.09 s	0.00 A
190.0	-554.33 G	-11.42 H	-0.08 S	0.00 A
180.0	-576.07 G	-11,75 B	-0.07 s	0.00 A
170.0	-597.62 G	-12.14 B	-0.07 s	0.00 A
160.0			-0.06 s	0.00 A
150.0	-619.16 G	-12.53 B	-0.06 s	0.00 A
140.0	-640.58 G	-12.95 B	-0.05 s	0.00 A
130.0	-662.09 G	-13.39 B	-0.04 s	0.00 A
120.0	-683.61 G	-13.86 н	-0.04 I	0.00 A
110.0	-705.30 G		-0.09 A	0.00 A
100.0	-726.96 G	-14.79 B	-0.32 s	0.00 A
93.3	-751.49 G	-15.71 G	-1.41 G	0.00 D
80.0	-753.28 G	-20.51 B	-0.27 s	0.00 A
73.3	-795.00 G	-16.70 G	-1.40 G	0.00 F
60.0	-796.85 G	-21.27 B	-0.26 S	0.00 A
	-838.76 G	-17.56 в		
53.3	-840.69 G	-21.98 B	-1.36 G	0.00 E
40.0	-882.53 G	-18.42 B	-0.23 S	0.00 A
33.3	-884.64 G	-22.62 B	-1.30 K	0.00 0
20.0	-926.48 G	-19.17 B	-0.08 S	0.00 o
13.3	-928.80 G		-1.25 C	0.00 в
0.0			0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST	LE	G COMPRE	SSION - FORCE/		LEG TENS	FORCE/
ELEV	MAX	COMP	RESIST	MAX	TENS	RESIST
ft	COMP	RESIST	RATIO	TENS	RESIST	RATIO
355.00	1.09	31.48	0.03	0.91	48.15	0.02
350.00						
345.00	9.86	31.48	0.31	5.32	48.15	0.11
340.00	24.66	31.48	0.78	19.89	48.15	0.41
	41.85	142.05	0.29	35.23	165.60	0.21
335.00	68.51	142.05	0.48	59.36	165.60	0.36
330.00	94.86	142.05	0.67	84.94	165.60	0.51
325.00	129.58	142.05	0.91	116.27	165.60	0.70
320.00	158.27	254.38	0.62	144.73	274.95	0.53
315.00						
310.00	186.77	254.38	0.73	169.33	274.95	0.62
= -3765 5	211.00	254.38	0.83	192.61	274.95	0.70
305.00	235.60	254.38	0.93	215.92	274.95	0.79

300.00	255.81	329.84	0.78	235.48	357.75	0.66
295.00	276.01	329.84	0.84	254.46	357.75	0.71
290.00	293.46	329.84	0.89	271.09	357.75	0.76
285.00	310.87	329.84	0.94	287.32	357.75	0.80
280.00	328.86	544.40	0.60	304.16	457.90	0.66
273.33	349.35	544.40	0.64	322.90	457.90	0.71
266.67	367.95	544.40	0.68	339.99	457.90	0.74
260.00	386.29	544.40	0.71	356.59	457.90	0.78
253.33	403.45	544.40	0.74	372.11	457.90	0.81
246.67	420.47	544.40	0.77	387.33	457.90	0.85
240.00	436.67	544.40	0.80	401.82	576.00	0.70
233.33						
226.67	452.77	544.40	0.83	416.08	576.00	0.72
220.00	468.36	544.40	0.86	429.86	576.00	0.75
210.00	487.51	668.86	0.73	446.57	512.85	0.87
200.00	510.14	668.86	0.76	466.13	512.85	
190.00	532.43	668.86	0.80	485.26	724.50	
180.00	554.33	668.86	0.83	503.95	724.50	0.70
170.00	576.07	668.86	0.86	522.39	724.50	0.72
160.00	597.62	668.86	0.89	540.57	724.50	0.75
150.00	619.16	668.86	0.93	558.63	724.50	0.77
140.00	640.58	668.86	0.96	576.52	724.50	0.80
130.00	662.09	818.52	0.81	594.31	865.80	0.69
120.00	683.61	818.52	0.84	611.95	865.80	0.71
110.00	705.30	818.52	0.86	629.56	865.80	0.73
	726.96	818.52	0.89	647.03	865.80	0.75
100.00	751.49	844.46	0.89	667.71	865.80	0.77
93.33	753.28	844.46	0.89	666.36	865.80	0.77
80.00	795.00	844.46	0.94	702.29	865.80	0.81
73.33	796.85	844.46	0.94	700.91	865.80	0.81
60.00	838.76	844.46	0.99	736.75	865.80	0.85
53.33	840.69	844.46	1.00	735.30	865.80	0.85
40.00	882.53	935.10	0.94	770.86	954.45	0.81
33.33	884.64	935.10	0.95	769.28	954.45	0.81
20.00	926.48	935.10	0.99	804.38	954.45	0.84
13.33	928.80	935.10	0.99	802.64	954.45	0.84
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST	- DIA	G COMPRE	SSION - FORCE/		DIAG TEN	SION FORCE/
ELEV	MAX	COMP	RESIST	MAX	TENS	RESIST
ft	COMP	RESIST	RATIO	TENS	RESIST	RATIO
355.00						
333.00	2.04	7.16	0.28	2.06	7.16	0.29
350.00						
	5.58	7.16	0.78	5.56	7.16	0.78
345.00						
	5.95	7.16	0.83	5.85	7.16	0.82
340.00		15 10			15 10	
225 00	8.90	15.19	0.59	8.51	15.19	0.56
335.00	10.33	15.19	0.68	10.54	15.19	0.69
330.00	10.33	12.13	0.00	10.54	13.13	0.09
330.00	11.66	15.19	0.77	11.49	15.19	0.76
325.00						
223.00	14.95	15.19	0.98	15.02	15.19	0.99
320.00						
	10.34	14.32	0.72	9.84	14.32	0.69
315.00					·	
	11.00	14.32	0.77	11.16	14.32	0.78

310.00	11.03	14.32	0.77	10.84	14.32	0.76
305.00	10.22	14.32	0.71	10.32	14.32	0.72
300.00	9.84	13.03	0.76	9.71	13.03	0.75
295.00	9.36	13.03	0.72	9.43	13.03	0.72
290.00	9.17	13.03	0.70	9.07	13.03	0.70
285.00	8.90	13.03	0.68	8.94	13,03	0.69
280.00	9.53	9.84	0.97	9.44	9.84	0.96
273.33	9.27	9.84	0.94	9.29	9.84	0.94
266.67	9.21	9.84	0.94	9.14	9.84	0.93
260.00	9.12	13.34	0.68	9.13	13.34	0.68
253.33	9.18	13.34	0.69	9.12	13.34	0.68
246.67	9.20	13.34	0.69	9.20	13.34	0.69
240.00	9.33	10.34	0.90	9.28	10.34	0.90
233.33	9,42	10.34	0.91	9.41	10.34	0.91
226.67	9.59	10.34	0.93	9.55	10.34	0.92
220.00	10.69	11.62	0.92	10.65	11.62	0.92
210.00	10.88	11.62	0.94			0.93
200.00	11.12	12.53	0.89	11.07	12.53	0.88
190.00	11.42	12.53	0.91	11.36	12.53	0.91
180.00	11.75	15.77	0.75	11.71	15.77	0.74
170.00	12.14	15.77	0.77	12.09	15.77	0.77
160.00	12.53	13.43	0.93	12.49	13.43	0.93
150.00	12.95	13.43	0.96	12.90	13.43	0.96
140.00	13.39	14.31	0.94	13.34	14.31	0.93
130.00	13.86	14.31	0.97	13.80	14.31	0.96
120.00	14.31	15.70	0.91	14.28	15.70	0.91
110.00	14.79	15.70	0.94	14.74	15.70	0.94
100.00	15.71	20.02		15.61		0.78
93.33	20.51	30.51	0.67	20.45		0.67
80.00	16.70	18.24	0.92	16.53	18.24	0.91
73.33	21.27	28.50	0.75	21.19	28.50	0.74
60.00						
53.33	21.98	27.07	0.81	21.91	27.07	0.81
40.00						0.99
33.33						
20.00	19 17	25.28 30.93	0.62	19 08	30 93	0.62
13.33						
0.00	23.10	41.90	0.33		41.30	
	INDIVID				p)	

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (K1p)

	LOADCO	MPONENTS		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
86.21 G	74.24 K	955.16 G	-824.32 M	86.21 G

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

	ORIZONTA	AL	DOWN		OVERTURNING	G	TORSION
NORTH	EAST (TOTAL 0.0		NORTH	EAST	0.0	
140.6 S	133.6	140.6 S	383.7 e	28845.6 G	-27631.2 D	28845.6 G	-63.9 R

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Sabre Towers and Poles

on: 17 oct 2018 at: 23:11:55

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

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOA RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
c c c c	360.0 350.0 338.0 326.0 314.0	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	0.09 3.05 2.27 2.25 2.23	0.13 6.00 4.00 4.00 4.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	355.0 350.0 350.0 340.0 325.0 325.0 320.0 320.0 315.0 300.0 280.0 240.0 220.0 170.0 140.0 120.0 140.0 120.0 120.0 170.0 140.0 120.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 42.0 42.0 65.8 81.3 102.0 103.3 104.8 180.0	0.0000000000000000000000000000000000000	0.02 0.02 0.04 0.04 0.05 0.05 0.06 0.07 0.07 0.07 0.07 0.07 0.08 0.08 0.08	0.03 0.05 0.05 0.12 0.12 0.14 0.17 0.18 0.20 0.25 0.25 0.27 0.27 0.31 0.34 0.34 0.35 0.42 0.40 0.40 0.40 0.40 0.40 0.49 0.43 0.46 0.56 0.56 0.56 0.56 0.56 0.56 0.56 0.5	0.00 0.00 0.05 0.05 0.05 0.05 0.04 0.04 0.04 0.00	0.00 0.03 0.03 0.03 0.03 0.02 0.02 0.02

MAXIMUM MAST DISPLACEMENTS:

LEV -----DEFLECTIONS (ft)---- --TILTS (DEG)--- TWIST ft NORTH EAST DOWN NORTH EAST DEG 355.0 1.776 G 1.709 J 0.023 G 0.734 G 0.707 J 0.048 L

350.0 1.712 G 345.0 1.646 G 340.0 1.583 G 340.0 1.583 G 335.0 1.460 G 325.0 1.400 G 325.0 1.400 G 325.0 1.289 G 310.0 1.237 G 310.0 1.237 G 310.0 1.237 G 300.0 1.186 G 295.0 1.092 G 290.0 1.048 G 290.0 1.048 G 273.3 0.912 G 260.7 0.861 G 260.0 0.813 G 253.3 7 0.766 G 253.3 0.766 G 220.0 0.559 G 220.0 0.559 G 220.0 0.559 G 220.0 0.559 G 220.0 0.456 G 190.0 0.456 G 190.0 0.456 G 190.0 0.456 G 190.0 0.217 G 130.0 0.217 G 130.0 0.186 G 150.0 0.186 G 150.0 0.158 G 170.0 0.217 G 130.0 0.186 G 120.0 0.158 G 120.0 0.186 G 120.0 0.018 G 33.3 0.032 G 40.0 0.018 G 33.3 0.032 G 40.0 0.018 G 33.3 0.014 G	1.648 J 1.585 J 1.523 J 1.464 J 1.405 J 1.348 J 1.293 J 1.293 J 1.291 J 1.095 J 1.0967 J 0.928 J 0.781 J 0.781 J 0.781 J 0.781 J 0.652 J 0.612 J 0.652 J 0.652 J 0.538 J 0.487 J 0.538 J 0.652 J 0.538 J 0.393 J 0.0055 J 0.0030 J 0.0030 J 0.0017 J 0.0030 J 0.0017 J 0.0018 J	0.022 G 0.021 G 0.021 G 0.021 G 0.020 G 0.029 G 0.019 G 0.018 G 0.018 G 0.017 G 0.016 G 0.015 G 0.015 G 0.015 G 0.015 G 0.014 G 0.015 G 0.015 G 0.015 G 0.015 G 0.015 G 0.016 G 0.016 G 0.017 G 0.010 G 0.010 G 0.010 G 0.010 G 0.000 G	0.734 G 0.728 G 0.728 G 0.728 G 0.728 G 0.697 G 0.687 G 0.657 G 0.657 G 0.579 G 0.579 G 0.579 G 0.528 G 0.448 G 0.415 G 0.389 G 0.383 G 0.383 G 0.352 G 0.321 G 0.221 G 0.221 G 0.221 G 0.221 G 0.221 G 0.2119 G 0.112 G 0.112 G 0.113 G 0.114 G 0.069 G 0.069 G 0.061 G 0.061 G 0.061 G 0.061 G 0.062 G	0.708 J 0.701 J 0.681 J 0.6871 J 0.6871 J 0.6571 J 0.6572 J 0.632 J 0.602 J 0.579 J 0.5573 J 0.509 J 0.490 J 0.470 J 0.470 J 0.470 J 0.481 J 0.400 J 0.385 J 0.3394 J 0.3394 J 0.324 J 0.228 J 0.228 J 0.245 J 0.228 J 0.245 J 0.228 J 0.212 J 0.165 J 0.165 J 0.167 J 0.114 J 0.107 J 0.114 J 0.107 J 0.114 J 0.107 J 0.082 J 0.082 J 0.082 J 0.082 J 0.096 J 0.096 J 0.097 J 0.098 J 0.097 J 0.098 J 0.098 J 0.098 J 0.099 J 0.098 J 0.099 J	0.048 L 0.047 L 0.046 L 0.045 L 0.044 L 0.043 L 0.031 L 0.037 L 0.036 L 0.031 L 0.031 L 0.029 L 0.026 L 0.021 L 0.021 L 0.021 L 0.011 L 0.013 L 0.011 L 0.013 L 0.011 L 0.013 L 0.012 L 0.013 L 0.015 L 0.015 L 0.016 L 0.017 L 0.017 L 0.018 L 0.017 L 0.018 L 0.017 L 0.019 L 0.019 L 0.010 L 0.010 L 0.000 L

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	0.21 G	0.60 G	0.37 A	0.00 A
350.0			0.06 G	0.00 A
345.0	0.00 A	1.58 H	0.10 I	0.00 A
340.0	4.10 A	1.65 H	0.21 A	0.00 A
335.0	7.91 A	2.32 A	0.12 A	0.00 A
330.0	14.01 A	3.07 н	0.01 G	0.00 A
325.0	21.16 A	3.23 B	0.12 A	0.00 A
	29.03 A	4.30 н	0.11 1	
320.0	37.17 A	2.66 A		0.00 A
315.0	42.89 A	3.22 B	0.10 A	0.00 A
310.0	49.24 A	3.01 B	0.02 A	0.00 A
305.0	55.51 A	2.97 н	0.09 A	0.00 A
300.0	60.94 A	2.72 B	0.02 A	0.00 A
295.0	66.01 A	2.71 H	0.06 A	0.00 A
290.0		2.55 H	0.03 A	0.00 A
285.0	70.56 A		0.05 A	0.00 A
280.0	74.89 A	2.57 B	0.03 A	0.00 A
273.3	79.42 A	2.67 B	0.04 A	0.00 A
266.7	84.32 A	2.67 B	0.02 A	0.00 A
260.0	88.83 A	2.59 в	0.03 A	0.00 A
253.3	93.14 A	2.62 B	0.02 A	0.00 A
246.7	97.18 A	2.60 в	0.03 A	0.00 A
240.0	101.09 A	2.65 в	0.02 A	0.00 A
240.0	104.83 A	2.65 H	0.0L A	0.00 A

233.3	100 47 4	2 71 0	0.04 A	0.00 A
226.7	108.47 A	2.71 B	0.02 A	0.00 A
220.0	112.00 A	2.74 в	0.04 A	0.00 A
210.0	116.20 A	3.05 B	0.03 A	0.00 A
200.0	121.06 A	3.10 B	0.03 A	0.00 A
190.0	125.76 A	3.17 B	0.03 A	0.00 A
	130.32 A	3.24 B		
180.0	134.78 A	3.34 B	0.03 A	0.00 A
170.0	139.16 A	3.44 н	0.03 A	0.00 A
160.0	143.47 A	3.56 н	0.02 A	0.00 A
150.0	147.73 A	3.67 H	0.02 A	0.00 A
140.0			0.02 A	0.00 A
130.0	151.90 A	3.80 B	0.02 A	0.00 A
120.0	155.99 A	3.92 B	0.01 c	0.00 A
110.0	160.01 A	4.07 H	0.02 G	0.00 A
100.0	163.96 A	4.19 н	0.12 A	0.00 A
93.3	169.03 A	4.42 B	0.30 A	0.00 1
	167.53 A	5.81 B		
80.0	176.67 A	4.67 н	0.10 A	0.00 A
73.3	175.13 A	6.02 н	0.30 I	0.00 L
60.0	184.18 A	4.93 B	0.10 A	0.00 A
53.3	182.57 A	6.22 H	0.28 E	0.00 I
40.0	191.49 A		0.09 A	0.00 A
33.3			0.26 I	0.00 I
20.0	189.73 A	6.40 B	0.03 A	0.00 I
13.3	198.38 A	5.40 H	0.24 I	0.00 c
0.0	196.45 A	6.56 н	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	-0.37 A	-0.58 A	-0.38 G	0.00 A
350.0	-4.22 G	-1.61 H	-0.05 A	0.00 A
345.0	-8.48 G	-1.73 H	-0.03 C	0.00 A
340.0	-13.92 G	-2.64 G	0.00 A	0.00 A
335.0	-22.25 G	-2.88 B	-0.04 G	0.00 A
330.0	-29.92 G		-0.03 A	0.00 A
325.0	-40.78 G	-4.24 B	-0.05 G	0.00 A
320.0	-48.93 G	-3.07 G	-0.26 C	0.00 A
315.0	-58.17 G	-3.07 B	-0.06 G	0.00 A
310.0	-65.28 G	-3.20 H	-0.01 G	0.00 A
305.0	-72.60 G		-0.05 G	0.00 A
300.0	-78.48 G	-2.85 H	-0.02 G	0.00 A
295.0	-84.53 G	-2.65 н	-0.03 G	0.00 A
290.0	-89.68 G	-2.65 н	-0.02 G	0.00 A
285.0	-94.93 G	-2.53 B	-0.03 G	0.00 A
280.0	-100.32 G	-2.76 B	-0.02 G	0.00 A
273.3	-106.59 G	-2.65 B	-0.03 G	0.00 A
266.7	-112.26 G	-2,66 B	-0.02 G	0.00 A
260.0			-0.02 G	0.00 A

253.3	-117.92 G	-2.62 B	-0.02 G	0.00 A
246.7	-123.21 G	-2.65 B	-0.02 G	0.00 A
240.0	-128.51 G	-2.65 н	-0.01 G	0.00 A
	-133.54 G	-2.70 B		
233.3	-138.57 G	-2.72 н	-0.03 G	0.00 A
226.7	-143.45 G	-2.78 B	-0.01 G	0.00 A
220.0	-149.50 G	-3.09 B	-0.02 G	0.00 A
210.0	-156,69 G	-3.15 B	-0.02 G	0.00 A
200.0			-0.02 G	0.00 A
190.0	-163.80 G	-3.21 B	-0.02 G	0.00 A
180.0	-170.79 G	-3.30 B	-0.02 G	0.00 A
170.0	-177.75 G	-3.39 н	-0.02 G	0.00 A
160.0	-184.67 G	-3.50 в	-0.01 G	0.00 A
150.0	-191.59 G	-3.60 н	-0.01 G	0.00 A
	-198.48 G	-3.72 н		
140.0	-205.44 G	-3.84 н	-0.01 G	0.00 A
130.0	-212.44 G	-3.98 н	-0.01 G	0.00 A
120.0	-219.53 G	-4.10 H	-0.01 I	0.00 A
110.0	-226.64 G	-4.24 B	-0.03 A	0.00 A
100.0			-0.07 G	0.00 A
93.3	-234.38 G	-4.52 н	-0.43 G	0.00 L
80.0	-235.88 G	-5.87 н 	-0.06 G	0.00 A
73.3	-248.77 G	-4.80 G	-0.43 G	0.00 G
60.0	-250.31 G	-6.09 н	-0.06 G	0.00 A
53.3	-263.29 G	-5.04 в	-0.42 G	0.00 C
	-264.90 G	-6.29 в		
40.0	-277.91 G	-5.29 н	-0.05 G	0.00 A
33.3	-279.66 G	-6.47 в	-0.41 K	0.00 в
20.0	-292.79 G	-5.49 B	-0.02 G	0.00 в
13.3	-294.72 G	-6.62 B	-0.40 C	0.00 I
0.0		0.02 0	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	LOADCOMPONENTS					
NORTH	EAST	DOWN	UPLIFT	SHEAR		
26.32 G	22.67 K	303.09 G	-201.65 A	26.32 G		

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

н	ORIZONTA	L	DOWN		-OVERTURNING	;- 	TORSION
NORTH	EAST @	TOTAL 0.0		NORTH	EAST	0.0	
40.1 G	-38.1 D	40.1 G	137.4 D	8244.8 G	7899.7 J	8244.8 G	18.1 L

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 355' S3TL Series HD1

Customer AT&T
Project Number 420335
Date 10/17/2018
Engineer KJT

Overal	11	^	9	A		
Overai		u	a	u	Э	

Factored Moment (ft-kips) Factored Axial (kips) Factored Shear (kips) Individual Leg Loads: Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)	28845.61 383.68 140.56 824.00 955.00 86.00	Tower eccentric from mat (ft)	= 3
Width of Tower (ft) Ultimate Bearing Pressure Bearing Φs	37 5.00 0.75	Allowable Bearing Pressure (ksf) Safety Factor	2.50
Bearing Design Strength (ksf) Water Table Below Grade (ft) Width of Mat (ft) Thickness of Mat (ft) Depth to Bottom of Slab (ft) Bolt Circle Diameter (in)	3.75 999 46.5 2 6.5 19	Max. Factored Net Bearing Pressure (ksf) Minimum Mat Width (ft)	3.56
Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Mat Bar Diameter in Mat (in)	72.625 4.5 0.5 4.5 79 1.41	Minimum Pier Diameter (ft) Equivalent Square b (ft)	2.92 3.99
Area of Bars in Mat (in²) Spacing of Bars in Mat (in) Quantity of Bars Pier Bar Diameter in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Ties (in)	123.35 7.06 26 1 0.5 8	Recommended Spacing (in)	6 to 12
Area of Bars in Pier (in²) Spacing of Bars in Pier (in) f'c (ksi) fy (ksi) Unit Wt. of Soil (kcf) Unit Wt. of Concrete (kcf) Volume of Concrete (yd³)	20.42 5.54 4.5 60 0.11 0.15 169.00	Minimum Pier A _s (in ²) Recommended Spacing (in)	11.45 5 to 12

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

		1200
TWO	May	Shear:
1 44 0-	wav	Sileai.

Average d (in)	19.59	
φν _c (ksi)	0.228	v _u (ksi)
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342	
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.309	
$\phi v_c = \phi 4 f'_c^{1/2}$	0.228	
Shear perimeter, bo (in)	229.59	
$eta_{ m c}$	1	
Stability		

Stability:

Overturning Design Strength (ft-k)	38473.3	Factored Overturning Moment (ft-k)	29829.5
One-Way Shear:			
φV _c (kips)	1246.6	V _u (kips)	994.3
Pier Design:			
Design Tensile Strength (kips)	1102.7	Tu (kips)	824.0
φV _n (kips)	182.7	V _u (kips)	86.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_w d$	74.6		
V _s (kips)	127.2	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	626.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.18	Req'd Hook Development I _{dh} (in)	11.46
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	345.2	P _u (kips)	824.0
Pier Rebar Development Length (in)	56.13	Required Length of Development (in)	33.42
Flexure in Slab:			
φM _n (ft-kips)	9911.9	M _u (ft-kips)	9814.4
a (in)	3.47		
Steel Ratio	0.01128		

 β_1 0.825 Maximum Steel Ratio (ρ_t) 0.0197 Minimum Steel Ratio 0.0018 Rebar Development in Pad (in) 135.76 R

Required Development in Pad (in)	18.93

0.219

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

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

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.

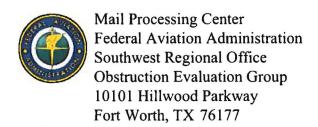
> Cellular C San Francisco CA View 4111300 2600Hz, Inc. dba ZSWITCH View 4107900 365 Wireless, LLC Cellular D Atlanta GA View 4109300 Access Point, Inc. Cellular D Cary NC Bloomfield View 4108300 Air Voice Wireless, LLC Cellular A MI Hill Alliant Technologies of KY, View 4110650 Cellular D NJ Morristown L.L.C. Basking View 44451184 Alltel Communications, LLC Cellular A NJ Ridge View 4110850 AltaWorx, LLC Cellular D Fairhope AL American Broadband and View 4107800 Cellular D Toledo OH Telecommunications Company **AmeriMex Communications** Cellular D FL View 4108650 Dunedin Corp. AmeriVision Communications, Virginia Cellular D VA View 4105100 Inc. d/b/a Affinity 4 Beach Andrew David Balholm dba Cellular D WA View 4110700 Clayton Norcell View 4108600 BCN Telecom, Inc. Cellular D Morristown NJ Santa View 4110550 Blue Casa Mobile, LLC CA Cellular D Barbara View 4108750 Blue Jay Wireless, LLC Cellular C Carrollton TX View 4111050 BlueBird Communications, LLC Cellular C New York NY View 4202300 Bluegrass Wireless, LLC Cellular A Elizabethtown KY View 4107600 Boomerang Wireless, LLC Cellular B IA Hiawatha

View	4105500	BullsEye Telecom, Inc.	Cellular D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4106600	Cintex Wireless, LLC	Cellular D	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Cellular A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular B	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular D	San Antonio	TX
View	10640	Cumberland Cellular Partnership	Cellular A	Elizabethtown	KY
View	4111200	Dynalink Communications, Inc.	Cellular C	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular C	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular B	Covington	LA
View	4109600	Google North America Inc.	Cellular A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4103100	i-Wireless, LLC	Cellular A	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular D	Tulsa	OK
View	22215360	KDDI America, Inc.	Cellular D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular A	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular D	Johnstown	PA
View	4111250	Liberty Mobile Wireless, LLC	Cellular C	Sunny Isles Beach	
View	4111400	Locus Telecommunications, LLC	Cellular C	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular D	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular A	Bellevue	WA

		Othery Waster Michination Ocarch			
View	4109650	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	NJ
View	4000800	Nextel West Corporation	Cellular D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular D	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular D	Southlake	TX
View	4110250	Plintron Technologies USA LLC PNG Telecommunications, Inc.	Cellular D	Bellevue	WA
View	33351182	dba PowerNet Global Communications	Cellular D	Cincinnati	ОН
View	4202100	Powertel/Memphis, Inc. dba T-Mobile	Cellular A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular A	Covington	GA
View	4111350	Q LINK MOBILE LLC	Cellular C	Dania Beach	FL
View	4106700	Q Link Wireless, LLC	Cellular B	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular B	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular D	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular C	Culver City	CA
View	4106200	Rural Cellular Corporation	Cellular A	Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular D	Neptune	NJ
View	4200100	Sprint Spectrum, L.P.	Cellular A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular D	Dallas	TX
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular D	Miami	FL
View	4108900	Telrite Corporation	Cellular D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular D	Atlanta	GA
View	4109950	The People's Operator USA, LLC	Cellular D	New York	NY
	4109000	Ting, Inc.	Cellular A	Toronto	ON

View	4110400	Torch Wireless Corp.	Cellular D	Jacksonville	FL	
View	4103300	Touchtone Communications, Inc.	Cellular D	Whippany	NJ	
View	4104200	TracFone Wireless, Inc.	Cellular D	Miami	FL	
View	4002000	Truphone, Inc.	Cellular D	Durham	NC	
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular D	Costa Mesa	CA	
View	4105700	Virgin Mobile USA, L.P.	Cellular A	Atlanta	GA	
View	4110800	Visible Service LLC	Cellular D	Lone Tree	CO	
View	4106500	WiMacTel, Inc.	Cellular D	Palo Alto	CA	
View	4110950	Wing Tel Inc.	Cellular D	New York	NY	
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular D	Louisville	KY	

EXHIBIT E FAA



Aeronautical Study No. 2018-ASO-13327-OE Prior Study No. 2017-ASO-25668-OE

Issued Date: 09/20/2018

Robert Walters ATT Mobility (SW) 208 S Akard Rm 1016 Dallas, TX 75202

** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **

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

Structure:

Antenna Tower Guage

Location:

Guage, KY

Latitude:

37-35-49.45N NAD 83

Longitude:

83-10-59.58W

Heights:

1206 feet site elevation (SE)

370 feet above ground level (AGL)

1576 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.

(DNE)

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-13327-OE.

Signature Control No: 368544403-385611533

Lynnette Farrell Technician

Attachment(s) Frequency Data Map(s)

cc: FCC

Frequency Data for ASN 2018-ASO-13327-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2018-ASO-13327-OE

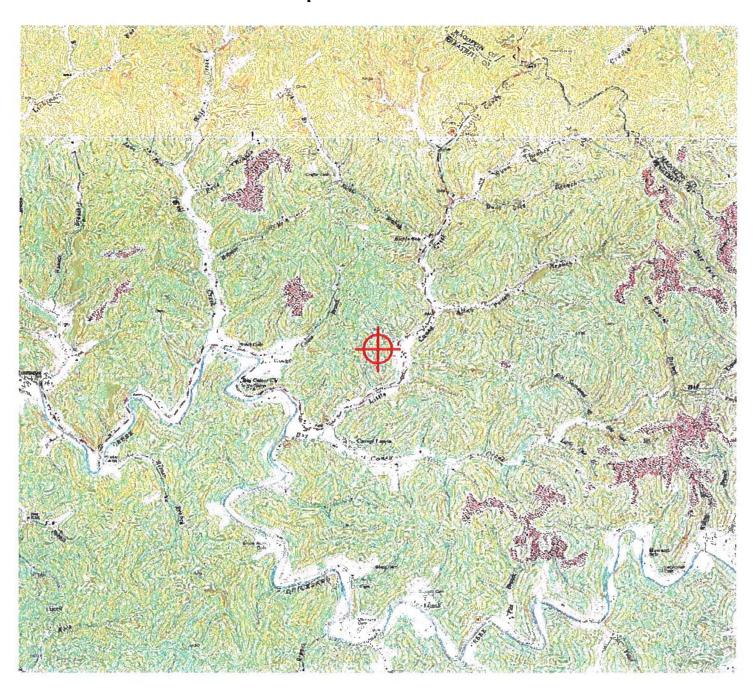


EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY TRANSPORTATION CABINET

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

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name)		PHONE FAX		KY AERONAUTICAL STUDY #				
John Monday		855-699-7073 972-907-1131						
ADDRESS (street)		CITY		STATE	TATE ZIP			
3300 E. Renner Road, B3132		Richardson		TX		75082		
APPLICANT'S REPRESENTATIVE (name)								
Cody Knox ADDRESS (street)		318-355-6599 318-388-6167 CITY		STATE ZIP				
,		300 MW 200 MW		LA				
214 Expo Circle, Suite 4 APPLICATION FOR X New Construct		West Monroe ion Alteration Existing		WORK SCHEDULE				
		porary (months days)		Start End TBD				
TYPE Crane Building MARKING/PAINTING/LIGHTING PREFERRED								
X Antenna Tower	Danaing	Red Lights & Paint White- medium intensity White- high intens					igh intensity	
	er Tank	Dual- red & medium intensity white Dual- red & high intensity white						
Landfill Othe		Other	buai- red & mgn intensity write					
LATITUDE		LONGITUDE	DATUM X NAD83 NAD27					
37° 35′ 49.45 ″		<u> </u>	Other	NADO	,5 _] 14/1027		
NEAREST KENTUCKY		83 0 10' 59.58 " Cher NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT						
City Guage County Breathitt JKL - Julian Carrol								
SITE ELEVATION (AMSL, f	TOTAL STRUCTURE	TAL STRUCTURE HEIGHT (AGL, feet)			CURRENT (FAA aeronautical study #)			
1206	(1)	370		2018-ASO-13327-OE				
OVERALL HEIGHT (site ele	evation plus tot			PREVIOUS (FAA aeronautical study #)				
1576	evation plus tot	a structure rieight, jeet		2017-ASO-25668-OE				
DISTANCE (from nearest Kentucky public use or Military airport to structure)				PREVIOUS (KY aeronautical study #)				
6.39 NM					(NT GCTO	rautici	n study m	
DIRECTION (from nearest Kentucky public use or Military airport to structure)								
East DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site								
marked and any certified survey.)								
1A and Quad attached								
ari one quae accorres								
DESCRIPTION OF PROPOSAL								
AT&T proposes to construct a 355' cell tower with a 15' lightning rod for an overall height of 370'.								
FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?)								
□ No X Yes, when? 6/25/2018								
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.)								
	TITLE	SIGNATURE	4)	DATE	-			
Michelle Ward S	r. Real Estate Mg	r.	beine a which	9/26/20	18			
Chairperson, KAZC								
COMMISSION ACTION		Administrate						
l			or, NACC	0.475				
	SIGNATURE			DATE				
Disapproved								

EXHIBIT G GEOTECHNICAL REPORT



August 9, 2018

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

Subject: Geotechnical Investigation

Site Name: GUAGE (KYL06077)

Site Address: KY Hwy 30E, Guage, KY 41339, Breathitt County

Coordinates: N37° 35′ 49.45″, W83° 10′ 59.58″

POD Project No. 18-27133

Dear Ms. Ward:

Power of Design (POD) was authorized in August 2018 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated June 25, 2018. The Property is located in a pasture/wooded area north of KY Hwy 30E. The Property includes a proposed 100-foot by 100-foot lease area located in a pasture/wooded area and a proposed approximate 3895-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a northern direction off KY Hwy 30E 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:

GUAGE (KYL06077)

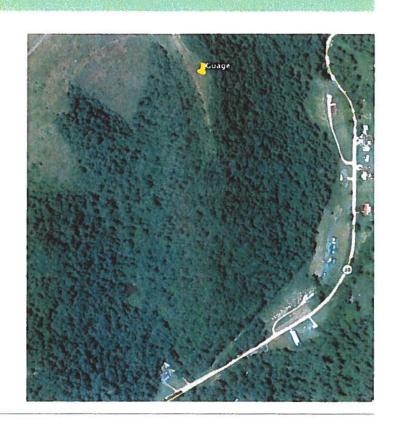
Site Address: KY Hwy 30E

Guage, KY 41339 Breathitt County

Coordinates: N37° 35′ 49.45″

W83° 10′ 59.58″

POD Project No. 18-27133



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



August 9, 2018

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

Re:

Subject: Preliminary Geotechnical Investigation

Site Name: GUAGE (KYL06077)

Site Address: KY Hwy 30E

Guage, KY 41339 Breathitt County

Coordinates: N37° 35′ 49.45″, W83° 10′ 59.58″

POD Project No. 18-27133

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 August 3, 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 6/25/18 of the Property. The Property is located on a steep pasture/wooded hillside North of KY Hwy 30E. We understand that plans call for a new 350-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 1,206 feet AMSL.

The soil survey shows the Fairport and Bethseda (FbD) soil type for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes unstable fill with Channery Loam to very Channery Loam at depths from about 0.5 to 6 feet. Most of the upper rock at these depths can 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 should 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 Patters

License No.: KY 16300

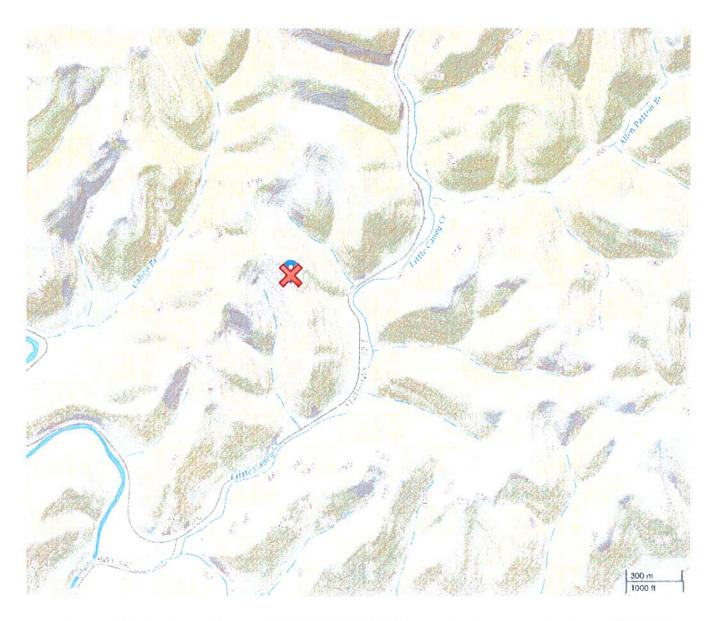
Appendix A Figure 1 - Topographic Map and Site Survey

Appendix B Soil Survey and Soil Descriptions



APPENDIX A

Topographic Map and Site Survey



Source: U.S. Geological Survey, 20160425, USGS US Topo 7.5-minute map for Guage, KY 2016: USGS - National Geospatial Technical Operations Center (NGTOC). = Proposed Site



Site Name: GUAGE (KYL06077

Site Address: KY Hwy 30E

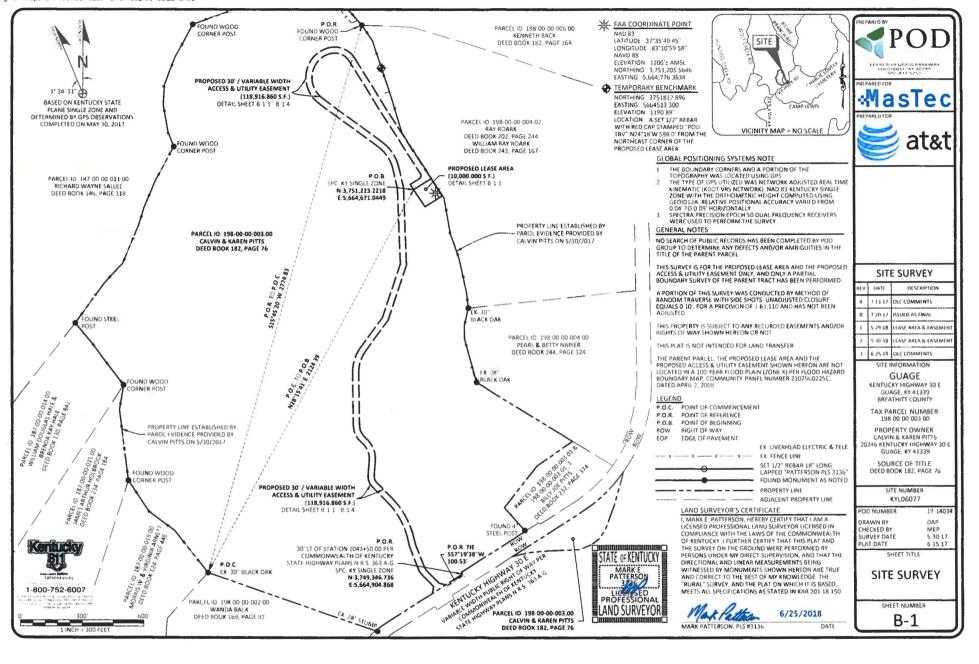
Guage, KY 41339 Breathitt County

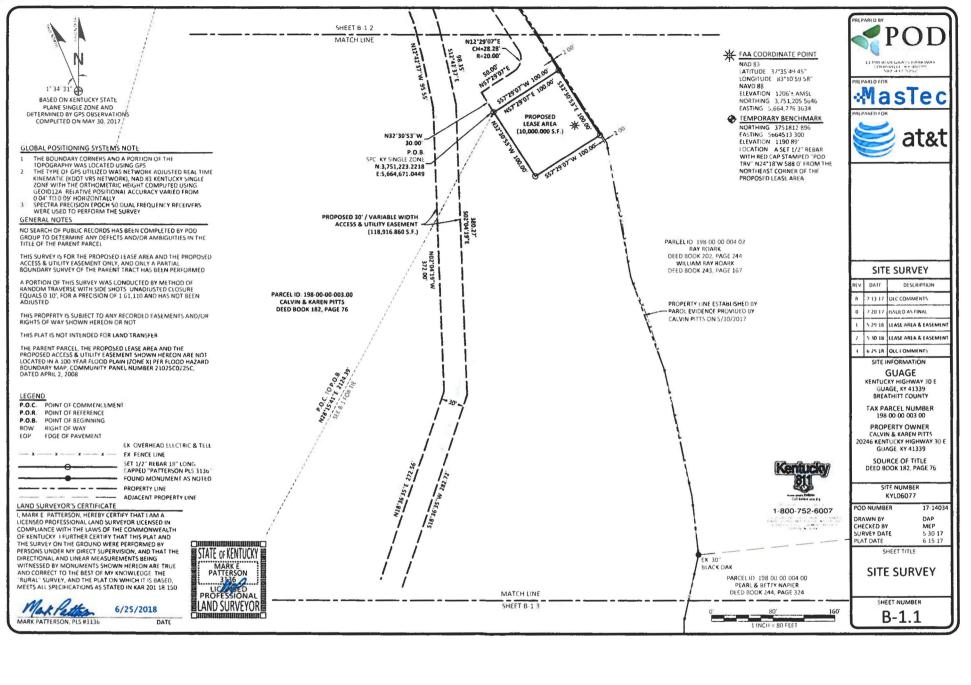
Coordinates: N37° 35′ 49.45″

W83° 10′ 59.58"

Figure 1:

Site Location Plan





ADJACENT PROPERTY LINE

LAND SURVEYOR'S CERTIFICATE

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

MARK PATTERSON, PLS #3136

6/25/2018

DATE

TATE OF KENTUCK MARK E PATTERSON 3136 LAND SURVEYOR PROPOSED 30" / VARIABLE WIDTH ACCESS & UTILITY EASEMENT CH#150.65 (118,916.860 S.F.) 8=715 00' N33"13'08"W CH=129 63 R+185.00 1-800-752-6007 MATCH LINE SHEET B-1 1 N12"29"07"E CH=28.28' R=20.00'

«MasTec

at&t

SITE SURVEY

REV	DATE	DESCRIPTION	
в		OLC COMMENTS	
0		ISSUED AS FINAL	
1	5 29 18	LEASE AREA & FASEMEN	
>	5 30 18	LEASE AREA & EASEMEN	
		and departments	

SITE INFORMATION

GUAGE KENTUCKY HIGHWAY 30 E GUAGE, KY 41339

TAX PARCEL NUMBER 198-00 00-003.00

PROPERTY OWNER CALVIN & KAREN PITTS 20246 KENTUCKY HIGHWAY 30 E

SOURCE OF TITLE DEED BOOK 182 PAGE 76

> SITE NUMBER KYL06077

OD NUMBER 17-14034 DRAWN BY DAP CHECKED BY SURVEY DATE 5 30 17

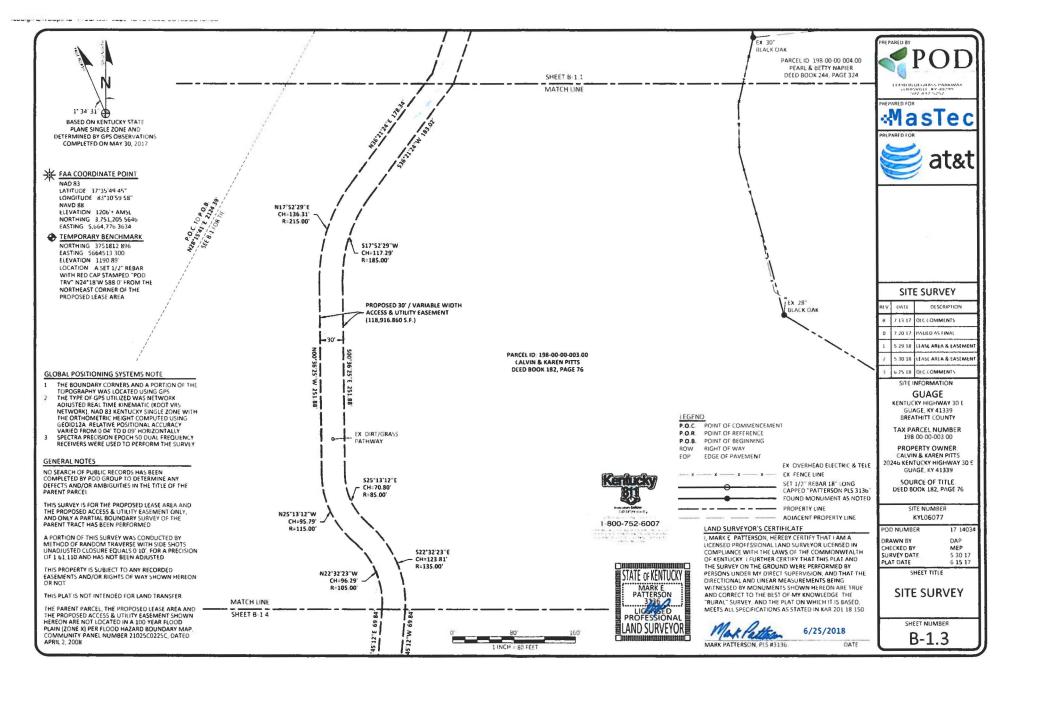
PLAT DATE

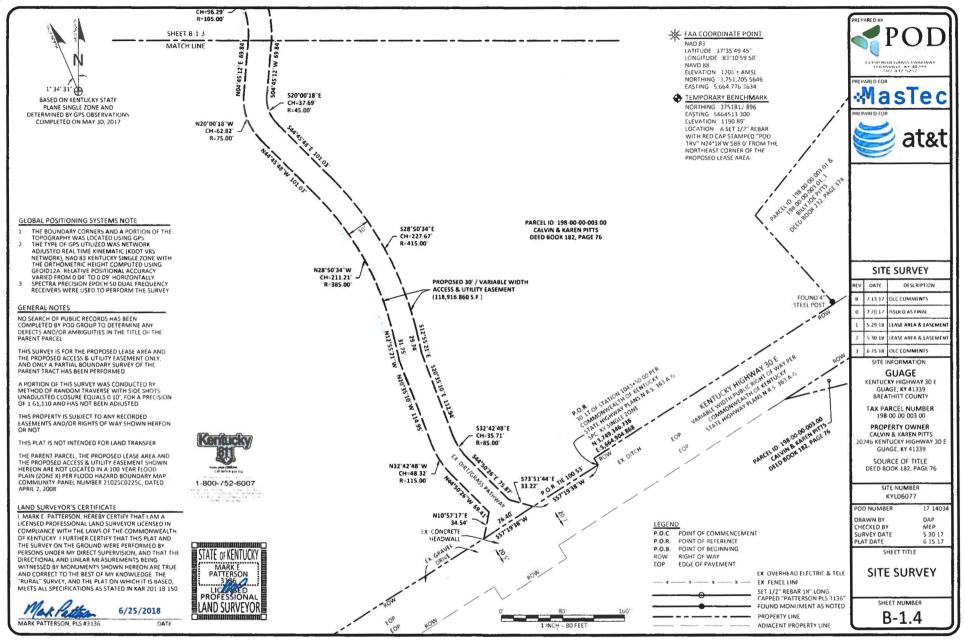
6 15 17

SITE SURVEY

SHEET NUMBER

B-1.2





LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO CALVIN & KAREN PITTS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182. PAGE 76, PARCEL ID 198 00 00 003 00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

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

COMMENCING AT AN EXISTING 30" BLACK OAK TREE IN THE SOUTHWESTERN BOUNDARY LINE OF THE PROPERTY CONVEYED TO CALVIN & KAREN PITS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182, PAGE 76, PARCEL ID 198-00-00-003 00, SAID POINT BEING A COMMON CORNER TO THE PARCEL CONVEYED TO WANDA BACK AS RECORDED IN DEED BOOK 1:9), PAGE 92 AND THE PROPERTY CONVEYED TO MORRIS W. AND VIRGINIA WANDA BACK AS RECORDED IN DEED BOOK 13-9, PAGE 92 AND THE PROPERTY CONVEYED TO MORRIS W. AND VIRIGINIA ARNETT AS RECORDED IN DEED BOOK 124, PAGE 448, FOR REFERENCE SAID COMMENCEMENT POINT IS 515*95'20"W 2774 83" FROM A FOUND WOOD CORNER POST IN THE NORTH BOUNDARY LINE OF SAID PITTS PARCEL, THENCE TRAVERSING ACROSS THE LAND OF PITTS, AV21'5-1"E 1214 39" TO AS ET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" BEING THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE CON VALUE OF NO. 3,7-31,223 2218.8 & 5,646.4049 AND BEING THE TRUE POINT OF BEGINNING, THENCE NS."2"90"E 100 00" TO A SET IPC, THENCE S32"30"S" 100.00" TO TO A SET IPC, THENCE S32"30"S" 100.00" TO TO FABEGINATION CONTAINING 10,000 000 SQ FT AS PER SURVEY BY MARK PATTERSON, PLS 83136 WITH POWER OF DESIGN GROUP, LLC DATED MAY 30, 101.

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 CALVIN & KAREN PITTS AS RECORDED IN THE OFFICE OF CLERK OF BREATHITT COUNTY, KENTUCKY AS DEED BOOK 182 PAGE 76, PARCEL ID 198 00 00 003 00, WHICH IS MORE

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, KENTUCKY SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSTIONING SYSTEM DBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME OFF NETWORK COMPLETE ON MAY 30, 2017

COMMENCING AT AN EXISTING 30" BLACK DAK TREE IN THE SOLITHWESTERN ROLINDARY LINE OF THE PROPERTY

REPORT OF TITLE, PARCEL ID. 198-00-00 003 00, BREATHITT COUNTY

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP. ILC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP ITTLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, MIPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CUBRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY STEWART TITLE GUARANTY COMPANY, FOR THE BENEFIT OF ATEX MOBILITY, FILE NO 00300 20170089, ISSUE DATE OF MARCH 16, 2017 AT 8 00 AM THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT

- FREEDS OF STATEMENTS ADVERSE CLAIMS OF OTHER MATTERS IF ANY PRINTED THIS LAPPEARING IN THE PUBLIC PROCESS OF STATEMENTS SUSSECUENT TO THE EXECUTE DATA BY FREED TO STATE OF A QUIREST OF A VALUE OF BECOME OF STATEMENT OF MEMORY OF A CONTROL OF STATEMENT OF A QUIREST OF NOTICE OF STATEMENT OF THE PRINTED FOR MORE AND THE OF THE OTHER OTH EXAMINE OR ADDRESS THIS ITEM.
- RIGHTS OF CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC PECORDS. (POD GROUP, LEC DID NOT EXAMINE OR ADDRESS THIS ITEM)
- TATEMENTS OR LAMAS OF CASEAULITS NOT THEORING RY THE PUBLIC PLOPEDS (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS
- 4 ENCROACHMENTS CASTRIADS ROUNDARY LINE DISPUTES DISCOPILER MATTERS WHICH WOULD IN DISCOSED BY AN ACCURATE THEVEY AND INSPECTION OF THE PREAMER.
- S ANY DENIGRATION ALIEN FOR SERVICES LABOR, OR MATERIAL HERE TOFORCOR FIREFUR DURNISHED, IMPOSED RYLAW AND NOT SHOWN BY THE PUBLIC PETORDS (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- SUBJECT TO 2017 TAXES WHICH ARE NOT YET DUE AND PAYABLE REAPPLICABLE). (POD GROUP, LLC DID NOT EXAMINE OR
- 7. MINERALS OF WHATSOEVER KIND SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL LIGARITH. OIL GAS, DRAWING, CLAY ROCK, SAND AND GRAYETIN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND. TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND DAMMORITES BILLATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS DRIVED IN SCHEDULE BITHE COMPANY AWARES NO REPRESENTATION SED THE PRESENT OWNERSHIP OF ANY MOLE HIS RESISTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS, THAT ARE NOT USITED. (ALL COAL AND MINERAL RIGHTS WITH CUSTOMARY RIGHTS OF REMOVAL HAVE BEEN RESERVED AS RECORDED IN DEED BOOK 182, PAGE 76.)

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 182, PAGE 76 (NOT FIELD SURVEYED)

BEGINNING AT A PIPE HEADWALL JUST ABOVE UPPER END OF BOTTOM THAT HAS A DUG WELL IN BOTTOM, THENCE RUNNING A BEGINNING AT A PIPE HEADWALL JUST ABOVE UPPER END OF BOTTOM THAT HAS A DUG WELL IN BOTTOM, THENCE RUNNING A WEST COURSE A STRAIGHT LINE TO THE TOP OF POINT, THENCE RUNNING WITH THE CENTER OF POINT A NORTH COURSE BETWEEN LITTLE CANEY CREEK AND ADDISON HAMMOND BRANCH TO RADER ROARK'S LINE, THENCE RUNNING WITH HADER ROARK'S LINE TO MRS. GEORGE ARMET'S LINE, THENCE RUNNING WITH HEAD HAVE LINE AS DUT HOUSE? OF HAMMAD BAYS LINE THENCE RUNNING WITH HIRAM BAYS LINE AND LITTLE CANEY CREEK THENCE RUNNING WITH HIRAM BAYS LINE AND LITTLE CENTER OF THE POINT JUST BELOW WHERE ADDISON HAMMON NOW. LIVES, TO A SYCAMORIE WAS AND AND LITTLE CANEY CREEK AS IT MEADERS TO OPPOSITE THE BEGINNING, THENCE A WEST TO UNSERT THE WIGHTING, THENCE AND LITTLE CANEY CREEK AS IT MEADERS TO OPPOSITE THE BEGINNING, THENCE A WEST COURSE TO THE BEGINNING

BEING THE SAME PROPERTY CONVEYED TO CALVIN PITTS AND KAREN PITTS BY DEED DATED JANUARY 8, 1997, OF RECORD IN DEED BOOK 182, PAGE 76, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY

EXCEPT A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN BREATHITT COUNTY, KENTUCKY, ON LITTLE CANEY CREEK, A TARY OF MAIN QUICKSAND CREEK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WI

BEGINNING AT A WIDE PLACE (A WIDE SHOULDER) ON THE SOUTHERN SIDE OF KENTUCKY HIGHWAY 30 EAST, THENCE RUNNING WITH KENTUCKY HIGHWAY 30 CAST IN ITS MEANDERS IN AN UP THE ROAD DIRECTION TO A CONCRETE PIPE HEADWALL JUST ABOVE THE UPPER BOD OF THE BOTTOM THAT HAS A DUG WELL IN SAID BOTTOM, THENCE TURNING AND FOLLOWING THE END OF SAID BOTTOM IN A STRAIGHT LINE TO THE WATERS OF LITTLE CANEY CREEK, THENCE TURNING AND FOLLOWING LITTLE CANEY CREEK IN ITS MEANDERS IN A DOWN THE-CREEK DIRECTION BACK TO THE WIDE PLACE AT THE BEGINNING POINT

RESERVATION ALL COAL RIGHTS AND MINERAL RIGHTS (WITH CUSTOMARY RIGHTS OF REMOVAL) ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN RESERVED IN A PRIOR CONVEYANCE IN THE CHAIN OF TITLE OF THE ABOVE DESCRIBED PROPERTY

BEING THE SAME PROPERTY CONVEYED TO BILLY JOE PITTS, MARRIED MAN, BY DEED DATED OCTOBER 10, 2006, OF RECORD IN DEED BOOK 232, PAGE 374, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY

TATE OF KENTUCKY MARK F PATTERSON PROFESSIONAL LAND SURVEYOR LAND SURVEYOR'S CERTIFICATE

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



6/25/2018

DATE



GOVERN RY 407

BEPARED FOR «MasTec



SITE SURVEY

DATE DESCRIPTION 2 13 17 DIC COMMENTS

7 20 17 ISSUED AS FINA 29 18 LEASE AREA & EASEMER

S 30 18 LEASE AREA & EASEMEN

5 25 18 OLC COMMENTS

GUAGE KENTUCKY HIGHWAY 30 E **GUAGE, KY 41339**

BREATHITT COUNTY TAX PARCEL NUMBER

198 00 00 003 00 PROPERTY OWNER

CALVIN & KAREN PITTS 20246 KENTUCKY HIGHWAY 30 **GUAGE, KY 41339**

> SOURCE OF TITLE DEED BOOK 182, PAGE 76

> > SITE NUMBER KYL06077

POD NUMBER 17-14034 DRAWN BY MEP HECKED BY

PLAT DATE

SURVEY DATE 5 30 17 6 15 17

SHEET TITLE

SITE SURVEY

SHEET NUMBER

B-1.5



APPENDIX B

Soil Survey and Soil Descriptions



MAP LEGEND Area of Interest (AOI) **Background** Area of Interest (AOI) Aerial Photography Soils Soil Rating Polygons Fairpoint and Bethesda soils, 0 to 20 percent slopes Not rated or not available Soil Rating Lines Fairpoint and Bethesda soils, 0 to 20 percent Not rated or not available Soil Rating Points Fairpoint and Bethesda soils, 0 to 20 percent slopes Not rated or not available **Water Features** Streams and Canals **Transportation** Rails Interstate Highways **US Routes** Major Roads

Local Roads

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Breathitt County, Kentucky Survey Area Data: Version 13, Oct 3, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 27, 2012—Mar 23, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Name

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
FbD	Fairpoint and Bethesda soils, 0 to 20 percent slopes	Fairpoint and Bethesda soils, 0 to 20 percent slopes	1.1	100.0%
Totals for Area of Inter	rest	1.1	100.0%	

Description

A soil map unit is a collection of soil areas or nonsoil areas (miscellaneous areas) delineated in a soil survey. Each map unit is given a name that uniquely identifies the unit in a particular soil survey area.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An undifferentiated group is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description

Breathitt County, Kentucky

FbD—Fairpoint and Bethesda soils, 0 to 20 percent slopes

Map Unit Setting

National map unit symbol: Igny Elevation: 700 to 1,600 feet



Mean annual precipitation: 37 to 52 inches
Mean annual air temperature: 42 to 68 degrees F

Frost-free period: 175 to 222 days

Farmland classification: Not prime farmland

Map Unit Composition

Fairpoint, unstable fill, and similar soils: 50 percent Bethesda, unstable fill, and similar soils: 35 percent

Minor components: 15 percent

Estimates are based on observations, descriptions, and transects of

the mapunit.

Description of Fairpoint, Unstable Fill

Setting

Landform: Ridges

Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop

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

Parent material: Loamy-skeletal mine spoil or earthy fill derived

from sedimentary rock

Typical profile

H1 - 0 to 5 inches: channery loam H2 - 5 to 60 inches: very channery loam

Properties and qualities

Slope: 0 to 20 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: High

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

Moderately high (0.20 to 0.57 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 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: C Hydric soil rating: No

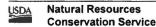
Description of Bethesda, Unstable Fill

Setting

Landform: Ridges

Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop

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



Parent material: Loamy-skeletal mine spoil or earthy fill derived from sedimentary rock

Typical profile

H1 - 0 to 4 inches: channery loam
H2 - 4 to 65 inches: very channery loam

Properties and qualities

Slope: 0 to 20 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: High

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

Moderately high (0.20 to 0.57 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 4.4 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 6s

Hydrologic Soil Group: C Hydric soil rating: No

Minor Components

Shelocta

Percent of map unit: 2 percent

Hydric soil rating: No

Hazleton

Percent of map unit: 2 percent

Hydric soil rating: No

Dekalb

Percent of map unit: 2 percent

Hydric soil rating: No

Cloverlick

Percent of map unit: 2 percent

Hydric soil rating: No

Marrowbone

Percent of map unit: 2 percent

Hydric soil rating: No

Gilpin

Percent of map unit: 2 percent

Hydric soil rating: No

Kimper

Percent of map unit: 2 percent

Hydric soil rating: No

Other soils

Percent of map unit: 1 percent

Hydric soil rating: No

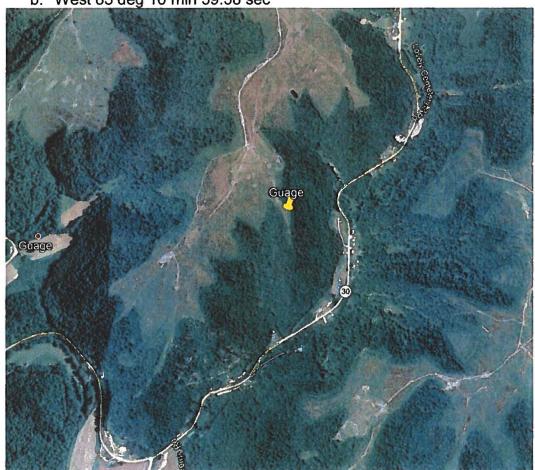
Data Source Information

Soil Survey Area: Breathitt County, Kentucky Survey Area Data: Version 13, Oct 3, 2017

EXHIBIT H DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

- 1. Beginning at 1137 Main Street, Jackson, KY, head southwest on Main Street toward Broadway Street. Travel approximately 0.1 miles.
- 2. Turn left onto Broadway and travel approximately 423 feet.
- 3. Turn left onto College Avenue and travel approximately 0.1 miles.
- 4. Turn left onto Brown Street and travel approximately 240 feet.
- 5. Turn right onto Main Street and travel approximately 0.9 miles.
- 6. Turn right onto KY-15 S / KY-30E and travel approximately 1.9 miles.
- 7. Turn left onto KY-30 E and travel approximately 19.2 miles.
- 8. The site is on the left. The site coordinates are:
 - a. North 37 deg 35 min 49.45 sec
 - b. West 83 deg 10 min 59.58 sec



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

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

EXHIBIT I COPY OF REAL ESTATE AGREEMENT

Market Lecington Celi Site Number KYL06077 Cell Site Name Guage Fixed Asse Number 13800695

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 Calvin Pitts and Karen Pitts, a married couple, having a mailing address of 20246 Highway 30 East, Guage, KY 41339 ("Landlord") and New Cingular Wireless PCS. LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landford 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 Kentucky Highway 30 East, Guage, in the County of Breathitt, 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:

OPTION TO LEASE.

- 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. Landlerd'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.
- In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the (0) 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."
- 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.
- Tenant may use the Premises for the transmission and reception of PERMITTED USE. communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property. Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landford's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein. except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

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

4. RENT.

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

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) Fenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.
- 6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable:
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. INSURANCE.

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

8. INTERFERENCE.

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

9. INDEMNIFICATION.

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

10. WARRANTIES.

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

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

11. ENVIRONMENTAL.

- (a) Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.
- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
- (c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.
- 12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, 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.

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

14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.
- Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply. Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landford 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 (wenty-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 tines, 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. <u>DEFAULT AND RIGHT TO CURE.</u>

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

If to Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: KYL06077; Cell Site Name: Guage (KY)

Fixed Asset No.: 13800695 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Department

Re: Cell Site #: KYL06077; Cell Site Name: Guage (KY)

Fixed Asset No.: 13800695

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:

Calvin and Karen Pitts 20246 Hwy 30 E Guage, KY 41339

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

- 18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.
- 19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.
- **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 retunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- (d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- (e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).
- (f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: KYL06077; Cell Site Name: Guage (KY)
Fixed Asset No: 13800695
575 Morosgo Drive NE
Atlanta, GA 30324

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

22. SALE OF PROPERTY

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

24. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as

- Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (d) Compliance with Law. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- (e) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- (g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- (i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (j) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (k) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.
- (1) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth

herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

- (m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.
- (n) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Calvin Pitts

Print Name: Calvis

Its: Owner

Date: 02 38 17

Karen Pitts

By: A arm Pitts
Print Name: Karen Pitts

Its: Owner

Date: 02.28.17

LANDLORD ACKNOWLEDGMENT

STATE OF KENTAGEA

COUNTY OF

On the 28 day of Rybrand . 2017 before me, personally appeared Calvin Pitts and Karen Pitts, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public:

My Commission Expires:

14

"TENANT"

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

Its: Manager

By:

Print Name: Bryan Coleman

Its: Area Manager Network Engineering Gulf States/TNKY/Site Acquisition

Date:

TENANT ACKNOWLEDGMENT

STA	11:	OF	AL.	AΒ	AL	MA

1883

COUNTY OF JEFFERSON

On the 18 day of Ochter 6. 2017, before me personally appeared Bryan Coleman and acknowledged under oath that he is the Area Manager Network Engineering – Gulf States/TNKY Site Acquisition of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: Kathy !!

My Commission Expires:

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Lease Agreement dated Andrew S. 2017, by and between Calvin Pitts and Karen Pitts, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Beginning at a pipe headwail just above upper end of bottom that has a dug, well in bottom; thence running a West course a straight line to the top of point; thence running with the center of point a North course between Little Cancy Creek and Addison Hammond branch to Rader Roark's line; thence running with Rader Roark's line to Mrs. George Arnett's line; thence running with her line a South course to Hiram Bays' line; thence running with Hiram Bays' line an East course to top of knob between Rockey branch and Little Cancy Creek; thence running down the point with the center of the point just below where Addison Hammond new lives, to a sycamore marked about thirty feet above the state highway; thence running across the highway to a small sycamore and two white walnut trees on bank of Little Cancy Creek as it meanders to opposite the beginning; thence a West course to the beginning."

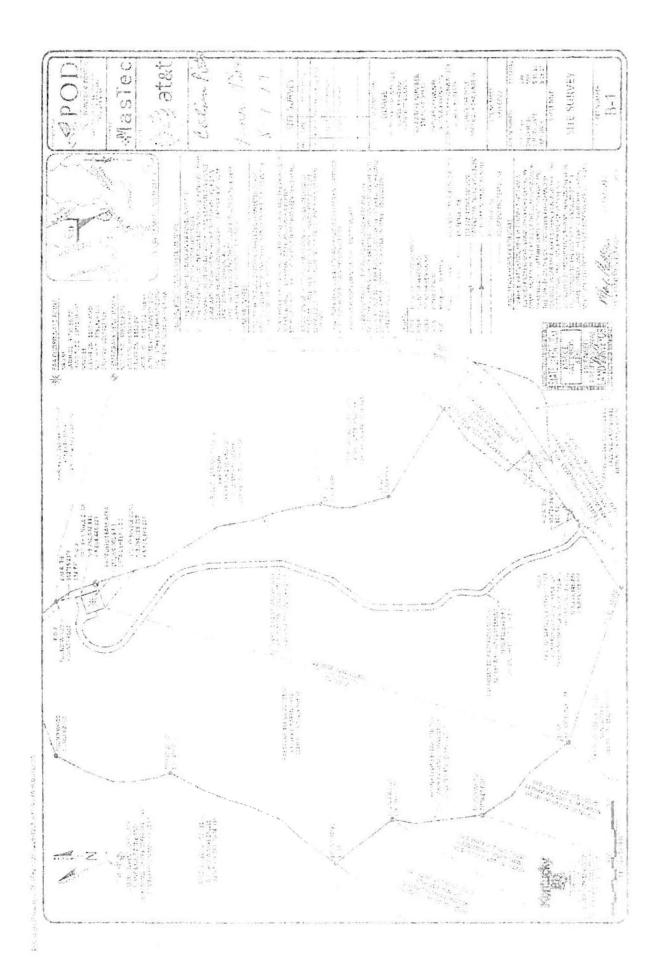


EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

I. NONE.

EXHIBIT 12 STANDARD ACCESS LETTER [FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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

Landlord Signature

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment"), dated as of the latter of the signature dates below, is by and between Calvin Pitts and Karen Pitts, a married couple, having a mailing address of 20246 Highway 30 East, Guage, KY 41339 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated September 18, 2017, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at Kentucky Highway 30 East. Guage. KY 41339 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to replace Exhibit 1 in its entirety in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **Exhibit 1.** Exhibit 1 of the Agreement is hereby deleted in its entirety and replaced with Exhibit 1 in this First Amendment.
- 2. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.
- 3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
- 4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

Calvin Pitts and Karen Pitts. a married couple

By: Calvin Pitts
Name: Calvin Pitts
Date: 6-15-18

Name: Karen Pitts
Date: 6 - /5 - /8

"TENANT"

New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation

Its: Manager

By: amillida, Name: Jason Allday

Title: Area Manager - TN/KY

Date: 7/11/18

TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA)	
COUNTY OF JEFFERSON)	
acknowledged under oath that he is the Ar	2018 before me personally appeared Jason Allday, and rea Manager – TN/KY of AT&T Mobility Corporation, the John Tenant named in the attached instrument, and as such behalf of the Tenant. Lisa Handerson Notary Public: Lisa Henderson My Commission Expires: 6/29/2022
LANDLORD ACKNOWLEDGEMENT	
STATE OF KENTUCKY	
COUNTY OF BREATHETT	
BE IT REMEMBERED, that on subscriber, a person authorized to take oath and Karen Pitts who, being duly sworn on this/are the person(s) named in the within inst	this 15 day of Schole 2018 before me, the is in the State of Kentucky, personally appeared Calvin Pitts reir oath, deposed and made proof to my satisfaction that they rument; and I, having first made known to them the contents ned, sealed and delivered the same as their voluntary act and
	Notary Public: STATE AT LARGE My Commission Expires: 9-7-200
	ory Commission Lapace.

EXHIBIT

See attached exhibits comprised of 2 pages

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 182, PAGE 75 (NOT FIELD SURVEYED)

BEGINNING AT A PIPE HEADWALL JUST ABOVE UPPER END OF BOTTOM THAT HAS A DUG WELL IN BOTTOM, THENCE RUNNING A WEST COURSE A STRAIGHT LINE TO THE TOP OF POINT, THENCE RUNNING WITH THE CENTER OF POINT A NORTH COURSE BETWEEN LITTLE CANEY CREEK AND ADDISON HAMMOND BRANCH TO RADER ROARK'S LINE; THENCE RUNNING WITH RADER ROARK'S LINE TO MRS. GEORGE ARNETT'S LINE; THENCE RUNNING WITH HER LINE A SOUTH COURSE TO HIRAM BAYS' LINE; THENCE RUNNING WITH HIRAM BAYS' LINE AN EAST COURSE TO TOP OF KNOB BETWEEN ROCKEY BRANCH AND LITTLE CANEY CREEK, THENCE RUNNING DOWN THE POINT WITH THE CENTER OF THE POINT JUST BELOW WHERE ADDISON HAMMOND NOW LIVES, TO A SYCAMORE MARKED ABOUT THIRTY FEET ABOVE THE STATE HIGHWAY, THENCE RUNNING ACROSS THE HIGHWAY TO A SMALL SYCAMORE AND TWO WHITE WALNUT TREES ON BANK OF LITTLE CANEY CREEK AS IT MEANDERS TO OPPOSITE THE BEGINNING, THENCE A WEST COURSE TO THE BEGINNING

BEING THE SAME PROPERTY CONVEYED TO CALVIN PITTS AND KAREN PITTS BY DEED DATED JANUARY 8, 1997, OF RECORD IN DEED BOOK 182, PAGE 76, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY

EXCEPT A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN BREATHITT COUNTY, KENTUCKY, ON LITTLE CANEY CREEK, A TRIBUTARY OF MAIN QUICKSAND CREEK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT.

BEGINNING AT A WIDE PLACE (A WIDE SHOULDER) ON THE SOUTHERN SIDE OF KENTUCKY HIGHWAY 30 EAST, THENCE RUNNING WITH KENTUCKY HIGHWAY 30 EAST IN ITS MEANDERS IN AN UP-THE-ROAD DIRECTION TO A CONCRETE PIPE HEADWALL JUST ABOVE THE UPPER END OF THE BOTTOM THAT HAS A DUG WELL IN SAID BOTTOM, THENCE TURNING AND FOLLOWING THE END OF SAID BOTTOM IN A STRAIGHT LINE TO THE WATERS OF LITTLE CANEY CREEK, THENCE TURNING AND FOLLOWING LITTLE CANEY CREEK IN ITS MEANDERS IN A DOWN-THE-CREEK DIRECTION BACK TO THE WIDE PLACE AT THE BEGINNING POINT.

RESERVATION ALL COAL RIGHTS AND MINERAL RIGHTS (WITH CUSTOMARY RIGHTS OF REMOVAL) ON THE ABOVE-DESCRIBED PROPERTY HAVE BEEN RESERVED IN A PRIOR CONVEYANCE IN THE CHAIN OF TITLE OF THE ABOVE-DESCRIBED PROPERTY.

BEING THE SAME PROPERTY CONVEYED TO BILLY JOE FITTS, MARRIED MAN, BY DEED DATED OCTOBER 10, 2006, OF RECORD IN DEED BOOK 232, PAGE 374, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY.

See St. Control of Sections 404 active 9337 545 (Restricted)

Prepared by:

Jesse McKay Integrisite, Inc. 214 Expo Circle, Suite 4 West Monroe, LA 71292

Return to:

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration 575 Morosgo Drive Atlanta, GA 30324

Re: Cell Site #: KYL06077; Cell Site Name: Guage

Fixed Asset #: 13800695

State: Kentucky County: Breathitt

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This First Amendment to Memorandum of Lease is entered into on this // day of 12/14/14 , 2018, by and between Calvin Pitts and Karen Pitts, a married couple, having a mailing address of 20246 Highway 30 East, Guage, KY 41339 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

- 2. This First Amendment to Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this [First, Second, Third] Amendment to Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Calvin Pitts and Karen Pitts, a married couple By: Alam Pitts Print Name: Calvin Pitts Date: (9-13-18)			
By: Action Pitts Print Name: Karen Pitts Date: 6-15-8			
"TENANT"			
New Cingular Wireless PCS, LLC, By: AT&T Mobility Corporation Its: Manager By: AT&T Mobility Corporation			
Print Name: Jason Allday Its: Area Manager – TN/KY Date:			

TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON) \$8: }
acknowledged under oath that he is the	2018, before me personally appeared Jason Allday, and Area Manager – IN/KY of AT&T Mobility Corporation, the LLC, the Tenant named in the attached instrument, and as such ton behalf of the Tenant. **According to the Tenant of
LANDLORD ACKNOWLEDGEMEN	
STATE OF KENTUCKY)
COUNTY OF BREATHETT)
BE IT REMEMBERED, that subscriber, a person authorized to take and Karen Pitts who, being duly sworn o is/are the person(s) named in the within	on this Sday of Jelve. 2018 before me, the oaths in the State of Kentucky, personally appeared Calvin Pitts on their oath, deposed and made proof to my satisfaction that they instrument; and I, having first made known to them the contents signed, sealed and delivered the same as their voluntary act and
	Notary Public: Syntage G 2 2 22

EXHIBIT 1

The Property is legally described as follows:

Street Address: Kentucky Highway 30 East, Guage, KY 41339

Parcel #: 198-00-00-003.00

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 182, PAGE 76 (NOT FIELD SURVEYED)

BEGINNING AT A PIPE HEADWALL JUST ABOVE UPPER END OF BOTTOM THAT HAS A DUG WELL IN BOTTOM, THENCE RUNNING A WEST COURSE A STRAIGHT LINE TO THE TOP OF POINT. THENCE RUNNING WITH THE CENTER OF POINT A NORTH COURSE BETWEEN LITTLE CANEY CREEK AND ADDISON HAMMOND BRANCH TO RADER ROARK'S LINE, THENCE RUNNING WITH RADER ROARK'S LINE TO MRS. GEORGE ARNETT'S LINE, THENCE RUNNING WITH HER LINE A SOUTH COURSE TO HIRAM BAYS' LINE, THENCE RUNNING WITH HER LINE A SOUTH COURSE TO HIRAM BAYS' LINE, THENCE RUNNING WITH HIRAM BAYS' LINE AN EAST COURSE TO TOP OF KNOB BETWEEN ROCKEY BRANCH AND LITTLE CANEY CREEK, THENCE RUNNING DOWN THE POINT WITH THE CENTER OF THE POINT JUST BELOW WHERE ADDISON HAMMOND NOW LIVES, TO A SYCAMORE MARKED ABOUT THIRTY FEET ABOVE THE STATE HIGHWAY. THENCE RUNNING ACROSS THE HIGHWAY TO A SMALL SYCAMORE AND TWO WHITE WALNUT TREES ON BANK OF LITTLE CANEY CREEK AS IT MEANDERS TO OPPOSITE THE BEGINNING, THENCE A WEST COURSE TO THE REGINNING. COURSE TO THE BEGINNING

BEING THE SAME PROPERTY CONVEYED TO CALVIN PITTS AND KAREN PITTS BY DEED DATED JANUARY 8, 1997, OF RECORD IN DEED BOOK 182, PAGE 76, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY

EXCEPT A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN BREATHITT COUNTY, KENTUCKY, ON LITTLE CANEY CREEK, A TRIBUTARY OF MAIN QUICKSAND CREEK, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT

BEGINNING AT A WIDE PLACE (A WIDE SHOULDER) ON THE SOUTHERN SIDE OF KENTUCKY HIGHWAY 30 EAST, THENCE RUNNING WITH KENTUCKY HIGHWAY 30 EAST IN ITS MEANDERS IN AN UP-THE-ROAD DIRECTION TO A CONCRETE PIPE HEADWALL JUST ABOVE THE UPPER END OF THE BOTTOM THAT HAS A DUG WELL IN SAID BOTTOM. THENCE TURNING AND FOLLOWING THE END OF SAID BOTTOM IN A STRAIGHT LINE TO THE WATERS OF LITTLE CANEY CREEK. THENCE TURNING AND FOLLOWING LITTLE CANEY CREEK IN ITS MEANDERS IN A DOWN-THE-CREEK DIRECTION BACK TO THE WIDE PLACE AT THE BEGINNING POINT.

RESERVATION: ALL COAL RIGHTS AND MINERAL RIGHTS (WITH CUSTOMARY RIGHTS OF REMOVAL) ON THE ABOVE-DESCRIBED PROPERTY HAVE BEEN RESERVED IN A PRIOR CONVEYANCE IN THE CHAIN OF TITLE OF THE ABOVE-DESCRIBED PROPERTY.

BEING THE SAME PROPERTY CONVEYED TO BILLY JUE PITTS, MARRIED MAN, BY DEED DATED OCTOBER 10, 2006, OF RECORD IN DEED BOOK 232, PAGE 374, IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KENTUCKY

PARTY FOR THE STORY OF THE STORY OF THE STORY OF THE STORY OF THE

EXHIBIT J NOTIFICATION LISTING

Guage - Notice List

Pitts Calvin & Karen 20246 Hwy 30 E Gauge, KY 41339

Napier Pearl Jr & Betty 19276 Hwy 30 E Guage, KY 41329

Pitts Billy Joe 20163 Hwy 30 E Jackson, KY 41339

Howard Land Mng LLC PO Box 590 Prestonsburg, KY 41653

Pitts Charlotte 20163 Hwy 30 E Jackson, KY 41339

Mullins Walter M Jr c/o Gary Mullins 6521 W Rose Bud Rd Salem, IN 47167

Mullins Gary 6521 West Rosebud Salem, IN 47167

Back Wanda 18779 Hwy 30 E Guage, KY 41329

Arnett Morris & Virginia HC 61 Box 220 Salyersville, KY 41465

Holbrook James Arthur 18245 Hwy 30 E Rousseau, KY 41366

Trimble Brenda 2723 Weaver Rd Batavia, OH 45103 Sallee Richard W 196 Walnut Drive Pikeville, KY 41501

Back Kenneth 18779 KY 30 E Guage, KY 41339

Back Kenneth 18779 Hwy 30 E Guage, KY 41329

Roark Ray 19325 Hwy 30 E Jackson, KY 41339

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: Guage

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 on Kentucky Highway 30 E, Guage, KY 41339 (37° 35' 49.45" North latitude, 83° 10' 59.58" West longitude). The proposed facility will include a 355-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00361 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.

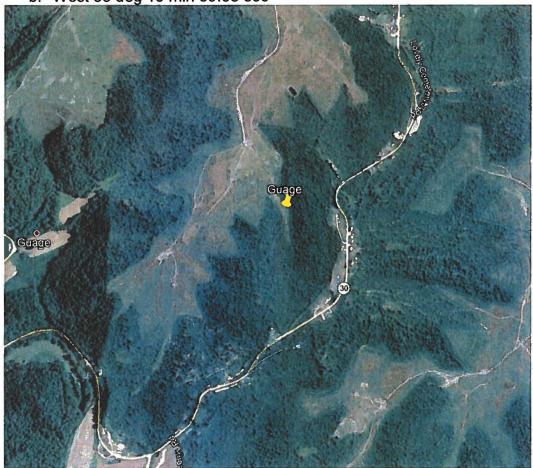
We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. 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

Driving Directions to Proposed Tower Site

- 1. Beginning at 1137 Main Street, Jackson, KY, head southwest on Main Street toward Broadway Street. Travel approximately 0.1 miles.
- 2. Turn left onto Broadway and travel approximately 423 feet.
- 3. Turn left onto College Avenue and travel approximately 0.1 miles.
- 4. Turn left onto Brown Street and travel approximately 240 feet.
- 5. Turn right onto Main Street and travel approximately 0.9 miles.
- 6. Turn right onto KY-15 S / KY-30E and travel approximately 1.9 miles.
- 7. Turn left onto KY-30 E and travel approximately 19.2 miles.
- 8. The site is on the left. The site coordinates are:
 - a. North 37 deg 35 min 49.45 sec
 - b. West 83 deg 10 min 59.58 sec



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

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

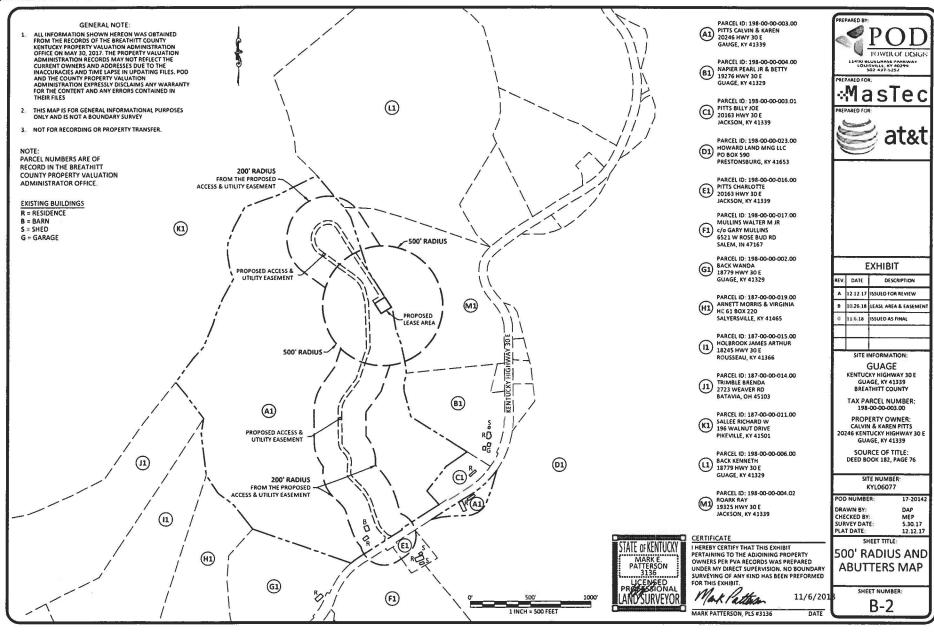


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

VIA CERTIFIED MAIL

John Lester (J.L.) Smith County Judge Executive Breathitt County Courthouse 1137 Main St. Jackson, KY 41339

RE:

Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2018-00361

Site Name: Guage

Dear Judge Smith:

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 on Kentucky Highway 30 E, Guage, KY 41339 (37°35'49.45" North latitude, 83°10'59.58" West longitude). The proposed facility will include a 355-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00361 in any correspondence sent in connection with this matter.

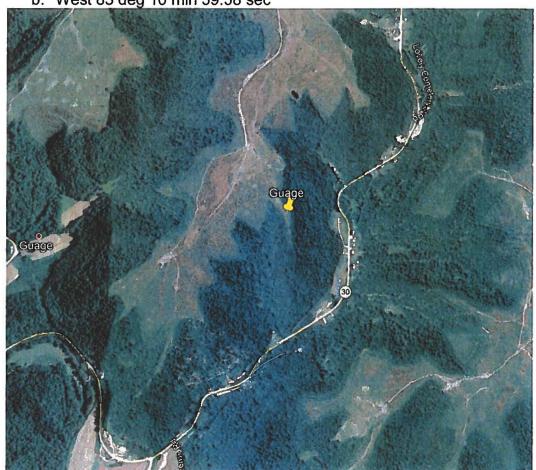
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We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to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

Sincerely, David A. Pike Attorney for Applicant enclosures

Driving Directions to Proposed Tower Site

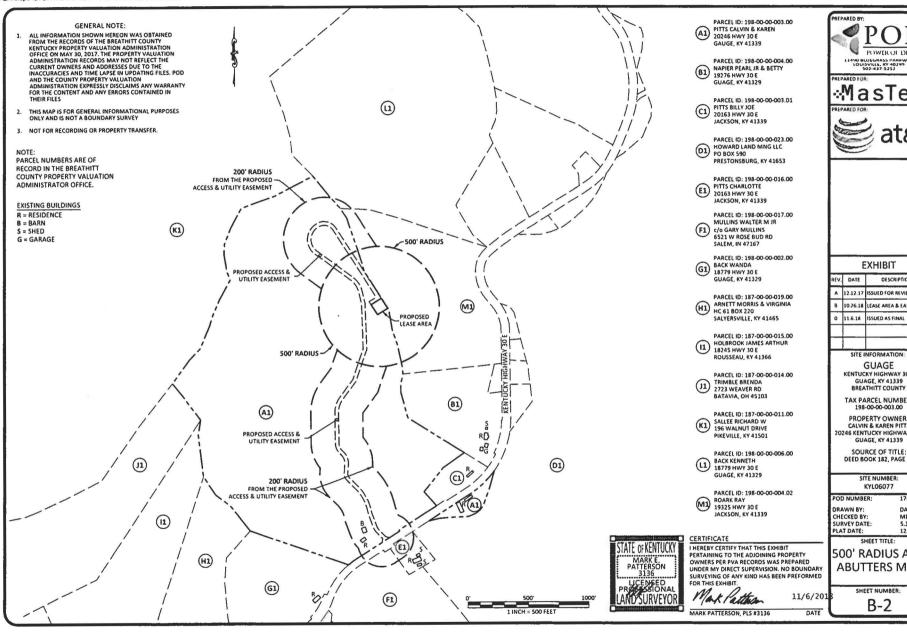
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- 3. Turn left onto College Avenue and travel approximately 0.1 miles.
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- 7. Turn left onto KY-30 E and travel approximately 19.2 miles.
- 8. The site is on the left. The site coordinates are:
 - a. North 37 deg 35 min 49.45 sec
 - b. West 83 deg 10 min 59.58 sec



Prepared by:
Aaron Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shaphardavilla, KY 40165, 2066

Shepherdsville, KY 40165-3069

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





∘MasTec



at&t

CVILIDIT

EXHIBIT				
REV.	DATE	DESCRIPTION		
A	12.12.17	ISSUED FOR REVIEW		
В	10.76.18	LEASE AREA & EASEMENT		
0	11.6.18	ISSUED AS FINAL		

SITE INFORMATION

GUAGE KENTUCKY HIGHWAY 30 E GUAGE, KY 41339

TAX PARCEL NUMBER: 198-00-00-003.00

PROPERTY OWNER: CALVIN & KAREN PITTS 20246 KENTUCKY HIGHWAY 30 E **GUAGE, KY 41339**

SOURCE OF TITLE: DEED BOOK 182, PAGE 76

SITE NUMBER:

KYL06077 POD NUMBER: 17-20142 DAP CHECKED BY: MEP SURVEY DATE: PLAT DATE: 5.30.17 12.12.17

SHEET TITLE:

500' RADIUS AND **ABUTTERS MAP**

SHEET NUMBER.

B-2

EXHIBIT M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

SITE NAME: GUAGE 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 2018-00361 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 2018-00361 in your correspondence.

VIA TELEPHONE: 606-666-2451

Jackson-Breathitt County Times-Voice P.O. Box 999 Jackson, KY 41339

Legal Notice Advertisement

Site Name: Guage

Dear Jackson – Breathitt County Times-Voice:

Please publish the following legal notice advertisement in the next edition of *The* Jackson-Breathitt County Times-Voice:

NOTICE

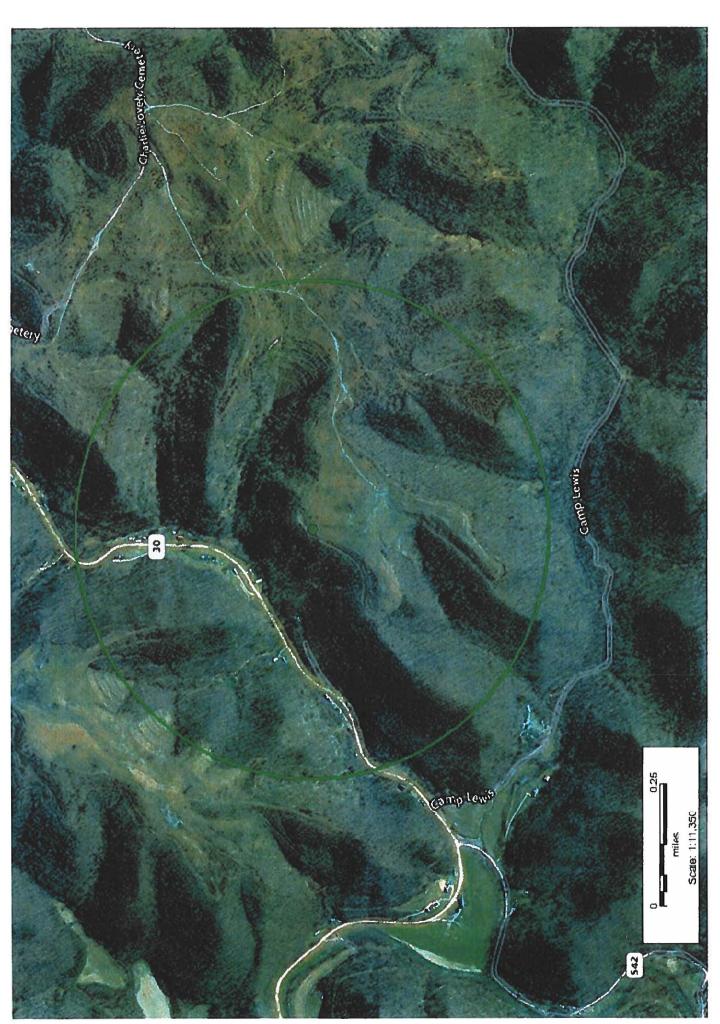
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After this advertisement has been published, please forward a tearsheet copy, affidavit of publication, and invoice to Pike Legal Group, PLLC, P. O. Box 369, Shepherdsville, KY 40165. Please call me at (800) 516-4293 if you have any questions. Thank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

Sincerely,

Aaron L. Roof Pike Legal Group, PLLC

EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Guage Search Area

Lat: 37.590883 Lon: -83.179156 Radius: .5 miles