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COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION 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 CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF MORGAN

CASE NO.: 2018-00374

SITE NAME: EZEL FN

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

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

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

1. The complete name and address of the Applicant: New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility having a local address of Meidinger Tower, 462 S. 4th Street, Suite 2400, Louisville, Kentucky 40202.

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

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

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

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

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

6. To address the above-described service needs, Applicant proposes to construct a WCF at 209 Bryant Fork Road, Ezel, Kentucky 41425 (37°52'06.988" North latitude, 83°24'43.883" 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 Ronnie Cole and Honna Lou Cole pursuant to a Deed recorded at Deed Book 108, Page 82 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-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. Documentation confirming that notice to the Federal Aviation Administration ("FAA") is not required for this site is attached as **Exhibit E**.

12. Documentation confirming that a Kentucky Airport Zoning Commission ("KAZC") permit is not required for this site is attached as **Exhibit F**.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this

exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit H**. The name and telephone number of the preparer of **Exhibit H** are included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit I**.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable laws and regulations.

17. The Construction Manager for the proposed facility is Don Murdock and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibits B & C**.

18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the site is not within any flood hazard area.

19. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is

illustrated in Exhibit B.

20. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been provided with a map of the location of the proposed construction, the PSC docket number for this application, the address of the PSC, and has been informed of his or her right to request intervention. A list of the notified property owners and a copy of the form of the notice sent by certified mail to each landowner are attached as **Exhibit J** and **Exhibit K**, respectively.

21. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.

22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached

as part of Exhibit M.

23. The general area where the proposed facility is to be located is mountainous and wooded.

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.

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,

Pavid a Pilse

David A. Pike Pike Legal Group, PLLC 1578 Highway 44 East, Suite 6 P. O. Box 369 Shepherdsville, KY 40165-0369 Telephone: (502) 955-4400 Telefax: (502) 543-4410 Email: dpike@pikelegal.com Attorney for New Cingular Wireless PCS, LLC d/b/a AT&T Mobility

LIST OF EXHIBITS

- A FCC License Documentation
- B Site Development Plan:

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

- C Tower and Foundation Design
- D Competing Utilities, Corporations, or Persons List
- E FAA
- F Kentucky Airport Zoning Commission
- G Geotechnical Report
- H Directions to WCF Site
- I Copy of Real Estate Agreement
- J Notification Listing
- K Copy of Property Owner Notification
- L Copy of County Judge/Executive Notice
- M Copy of Posted Notices and Newspaper Notice Advertisement
- N Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

REFERENCE COPY

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

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Maximum Transmitting ERP in Watts: 140.820 Azimuth(from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 0.900 3.200 49.200 188.300 164.700 24.800 2.800 0.700 Maximum Transmitting ERP (watts) 0.900 3.200 49.200 188.300 164.700 24.800 2.800 0.700 Antenna Height AAT (meters) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 152.400 85.400 83.000 117.700 110.900 106.400 109.900 114.000 Antenna Height AAT (meters) 152.400 85.400 83.000 117.700 110.900 106.400 109.900 114.000 Antenna Height AAT (meters) 152.400 85.400 83.000 117.700 110.900 106.400 109.900 114.000 Tansmitting ERP (watts) 198.000 85.400 83.000 117.700 110.900 106.400 <td>City: LOUISA County: LA</td> <td>WRENCE Stat</td> <td>e: KY (</td> <td>Constructio</td> <td>n Deadl</td> <td>ine: 06-09-201</td> <td>5</td> <td>- and the second second second</td> <td></td>	City: LOUISA County: LA	WRENCE Stat	e: KY (Constructio	n Deadl	ine: 06-09-201	5	- and the second second second	
Azimuth(from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 152.400 85.400 83.000 117.700 110.900 106.400 109.900 114.000 Antenna: 3 Maximum Transmitting ERP in Watts: 140.820 Attenna: 3 106.400 109.900 114.000 Antenna: 3 Maximum Transmitting ERP in Watts: 140.820 45 90 135 180 225 270 315 Antenna: 4 Maximum Transmitting ERP in Watts: 140.820 45 90 135 180 225 270 315 Intenna Height AAT (meters) 152.400 85.400 83.000 117.700 110.900 106.400 109.900 114.000 Transmitting ERP (watts) 198.000 85.900 26.400 14.400 13.400 23.400 118.100 179.800 Location Latitude Longitude Ground Elevation Structure Hgt to Tip Antenna Structure 19 37-29-09.9 N 082-47-54.0 W 450.8 111.6 1065556 Address: 892 KY ROUTE 680 WEST (76	Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 152.400	85.400	83.000	117.700	0 110.900	106.400	109.900	114.000
Azimuth(from true north) Antenna Height AAT (meters) 0 45 90 135 180 225 270 315 Transmitting ERP (watts) 152.400 85.400 83.000 117.700 110.900 106.400 109.900 114.000 Location Latitude Longitude Ground Elevation Structure Hgt to Tip (meters) Antenna Structure 19 37-29-09.9 N 082-47-54.0 W 450.8 111.6 1065556 Address: 892 KY ROUTE 680 WEST (76327) Construction Deadline: 06-09-2015 065556 106,700 229.200 Antenna: 1 Maximum Transmitting ERP in Watts: 140.820 233.600 173.200 209.000 238.200 196.700 229.200 Antenna: 2 172.600 192.500 56.500 31.600 0.400 11.700 64.900 192.500 Maximum Transmitting ERP in Watts: 140.820 209.000 238.200 196.700 229.200 Antenna: 2 172.600 192.500 56.500 31.600 0.400 11.700 64.900 192.500 Maximum Transmitting ERP in Watts: 140.820 233.600 173.200 <t< td=""><td>Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)</td><td>0 152.400</td><td>85.400</td><td>83.000</td><td>117.700</td><td>0 110.900</td><td>106.400</td><td>109.900</td><td>114.000</td></t<>	Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 152.400	85.400	83.000	117.700	0 110.900	106.400	109.900	114.000
19 37-29-09.9 N 082-47-54.0 W 450.8 111.6 Registration No. Address: 892 KY ROUTE 680 WEST (76327) City: Eastern County: FLOYD State: KY Construction Deadline: 06-09-2015 Antenna: 1 Maximum Transmitting ERP in Watts: 140.820 Azimuth(from true north) 0 45 90 135 180 225 270 315 Antenna: 1 Maximum Transmitting ERP in Watts: 140.820 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Antenna: 2 Maximum Transmitting ERP in Watts: 140.820 Azimuth(from true north) 0 45 90 135 180 225 270 315 Antenna: 2 Maximum Transmitting ERP in Watts: 140.820 31.600 173.200 209.000 238.200 196.700 229.200 Maximum Transmitting ERP (watts) 1.500 34.600 174.600 239.600 50.900 5.400 1.900 0.700 Maximum Transmitting ERP in Watts: 140.820 Azimuth(from true north) 0 45 90 135 180 225 270 315 Antenna: 3 1	Azimuth(from true north) Antenna Height AAT (meters)	0 152.400	85.400	83.000	117.700	0 110.900	106.400	109.900	
City: Eastern County: FLOYD State: KY Construction Deadline: 06-09-2015 Antenna: 1 Maximum Transmitting ERP in Watts: 140.820 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Antenna: 2 172.600 192.500 56.500 31.600 0.400 11.700 64.900 192.500 Maximum Transmitting ERP in Watts: 140.820 209.000 238.200 196.700 229.200 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Maximum Transmitting ERP in Watts: 140.820 233.600 173.200 209.000 238.200 196.700 229.200 Transmitting ERP (watts) 1.500 34.600 174.600 239.600 50.900 5.400 1.900 0.700 Maximum Transmitting ERP in Watts: 140.820 1.500 34.600 174.600 239.600 50.900 5.400 1.900 0.700		Longitude	(1	neters)		(meters)	to Tip	Registratio	
Antenna: 1 Maximum Transmitting ERP in Watts: 140.820 Azimuth(from true north) 0 45 90 135 180 225 270 315 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Transmitting ERP (watts) 172.600 192.500 56.500 31.600 0.400 11.700 64.900 192.500 Maximum Transmitting ERP in Watts: 140.820 45 90 135 180 225 270 315 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Maximum Transmitting ERP in Watts: 140.820 260.800 233.600 173.200 209.000 238.200 196.700 229.200 Transmitting ERP (watts) 1.500 34.600 174.600 239.600 50.900 5.400 1.900 0.700 Maximum Transmitting ERP in Watts: 140.820 33.600 173.200 209.000 238.200 196.700 229.200 Maximum Transmittin	19 37-29-09.9 N	082-47-54.0 W	4	50.8		111.0			
Maximum Transmitting ERP in Watts: 140.820 315 180 225 270 315 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Transmitting ERP (watts) 172.600 192.500 56.500 31.600 0.400 11.700 64.900 192.500 Maximum Transmitting ERP in Watts: 140.820 140.820 140.820 140.820 140.820 140.820 140.820 155 180 225 270 315 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200 Arimuth (from true north) 0 45 90 135 180 225 270 315 Antenna: 3 1.500 34.600 174.600 239.600 50.900 5.400 1.900 0.700 Azimuth(from true north) 0 45 90 135 180 225 270 315 Maximum Transmitting ERP in Watts: 140.820 140.820 260.800 269.800 <t< td=""><td>Address: 892 KY ROUTE 68</td><td>0 WEST (76327)</td><td>All and a second</td><td>199</td><td></td><td></td><td></td><td></td><td></td></t<>	Address: 892 KY ROUTE 68	0 WEST (76327)	All and a second	199					
Antenna: 2 In 2.000 <	Address: 892 KY ROUTE 68	0 WEST (76327)	All and a second	199					
Antenna: 3 1300 54.000 174.000 257.000 54.000 1.500 6.700 Maximum Transmitting ERP in Watts: 140.820 140.820 135 180 225 270 315 Antenna Height AAT (meters) 260.800 269.800 233.600 173.200 209.000 238.200 196.700 229.200	Address: 892 KY ROUTE 68 City: Eastern County: FLC Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	0 WEST (76327) DYD State: KY n Watts: 140.820 0 260.800	45 269.800	90 233.600	line: 06- 135 173.200	-09-2015 180 0 209.000	238.200	196.700	229.200
	Address: 892 KY ROUTE 68 City: Eastern County: FLC Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	0 WEST (76327) DYD State: KY n Watts: 140.820 0 260.800 172.600 n Watts: 140.820 0 260.800	45 269.800 192.500 45 269.800	90 233.600 56.500 90 233.600	135 173.200 31.600 135 173.200	-09-2015 180 0 209.000 0.400 180 0 209.000	238.200 11.700 225 238.200	196.700 64.900 270 196.700	229.200 192.500 315 229.200
	Address: 892 KY ROUTE 68 City: Eastern County: FLC Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	0 WEST (76327) DYD State: KY n Watts: 140.820 0 260.800 172.600 n Watts: 140.820 0 260.800 1.500 n Watts: 140.820 0 0	45 269.800 192.500 45 269.800 34.600 45	90 233.600 56.500 90 233.600 174.600 90	line: 06- 135 173.200 31.600 135 173.200 239.600 135	-09-2015 180 0 209.000 0.400 180 0 209.000 50.900 180	238.200 11.700 225 238.200 5.400 225	196.700 64.900 270 196.700 1.900 270	229.200 192.500 315 229.200 0.700 315



Call Sign: KNKN861	File Number:				Print Date:			
20 37-44-50.6 N	Longitude 083-10-40.2 W	(m	ound Elev eters) 9.5	(1	tructure Hgt meters) 3.0	to Tip	Antenna St Registration 1245619	
Address: LAUREL BRANCH	ROAD (76332)							
City: SALYERSVILLE Cour	nty: MAGOFFIN	State:	KY Con	struction	Deadline: 0	5-09-2015	5	
Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 120.000 300.600	45 111.100 113.600	90 127.900 11.600	135 92.400 3.000	180 91.300 0.601	225 84.200 0.900	270 91.600 16.000	315 104.200 127.500
Antenna: 2 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	0 120.000 1.700	45 111.100 38.100	90 127.900 191.900	135 92.400 263.300	180 91.300 56.000	225 84.200 6.000	270 91.600 2.100	315 104.200 0.800
Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 120.000 3.300	45 111.100 0.514	90 127.900 1.200	135 92.400 5.400	180 91.300 73.800	225 84.200 257.300	270 91.600 187.500	315 104.200 25.700
Longtion L . ('1)	Louisida	C.	ound Elev	ation S	tructure Hgt	to Tip	Antenna St	ructure
21	Longitude	(m	eters)	(1	meters)		Registratio	
21 37-42-32.6 N	082-57-19.9 W	(m		(1	U			
21 37-42-32.6 N Address: 883 DRY BREAD RC	082-57-19.9 W	(m 39	eters) 9.0	(1 1	meters)		Registratio 1245637	
21 37-42-32.6 N Address: 883 DRY BREAD RC City: SALYERSVILLE Cour Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north)	082-57-19.9 W DAD (76333) nty: MAGOFFIN Watts: 140.820 0	(m 39 1 State: 45	eters) 9.0 KY Con 90	(I 1 struction 135	meters) 04.8 1 Deadline: 04 180	6-09-2013 225	Registratio 1245637 5 270	n No. 315
21 37-42-32.6 N Address: 883 DRY BREAD RC City: SALYERSVILLE Cour Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	082-57-19.9 W DAD (76333) nty: MAGOFFIN Watts: 140.820	(m 39 I State:	eters) 9.0 KY Con	(1 1 struction	meters) 04.8 1 Deadline: 04 180	5-09-2015	Registratio 1245637 5	n No.
21 37-42-32.6 N Address: 883 DRY BREAD RC City: SALYERSVILLE Cour Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	082-57-19.9 W DAD (76333) nty: MAGOFFIN Watts: 140.820 0 182.700 162.900	(m 39 1 State: 45 243.900	eters) 9.0 KY Con 90 204.300	(1 1 struction 135 203.600	meters) 04.8 • Deadline: 04 • 180 166.500	225 160.600	Registratio 1245637 5 270 190.800	315 182.200
21 37-42-32.6 N Address: 883 DRY BREAD RC City: SALYERSVILLE Cour Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	082-57-19.9 W DAD (76333) nty: MAGOFFIN Watts: 140.820 0 182.700 162.900	(m 39 1 State: 45 243.900	eters) 9.0 KY Con 90 204.300	(1 1 struction 135 203.600	180 166.500 0.325 180 166.500	225 160.600	Registratio 1245637 5 270 190.800	315 182.200
21 37-42-32.6 N Address: 883 DRY BREAD RC City: SALYERSVILLE Cour Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	082-57-19.9 W DAD (76333) nty: MAGOFFIN Watts: 140.820 0 182.700 162.900 Watts: 140.820 0 182.700 2.200	(m 39 State: 45 243.900 68.400 45 243.900	eters) 9.0 KY Con 90 204.300 5.600 90 204.300	(1 1 struction 135 203.600 0.700 135 203.600	180 166.500 166.500 166.500 166.500 32.100 180	225 160.600 0.400 225 160.600	Registratio 1245637 5 270 190.800 10.700 270 190.800	315 182.200 82.100 315 182.200



Call Sign: KNKN861	File Number:			Print Date:				
LocationLatitude2237-35-16.8 N	Longitude 082-22-44.7 W	(m	ound Elev eters) 7.8	(1	tructure Hgt meters) 9.9	to Tip	Antenna St Registratio 1041887	
Address: 13074 US Hwy 119 1								
City: BENT MOUNTAIN C	County: PIKE S	tate: KY	Construc	tion Dea	dline: 06-09-	2015		
Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	Watts: 140.820 0 355.900 254.100	45 286.300 103.500	90 230.800 5.400	135 185.900 1.000	180 246.700 0.508	225 311.000 0.900	270 304.700 16.400	315 286.000 136.400
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	0 355.900 2.800	45 286.300 39.300	90 230.800 197.200	135 185.900 231.700	180 246.700 49.600	225 311.000 2.200	270 304.700 0.500	315 286.000 0.500
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 355.900 1.400	45 286.300 0.500	90 230.800 0.500	135 185.900 6.700	180 246.700 80.300	225 311.000 242.600	270 304.700 175.700	315 286.000 18.400
	175720	ALC: NOT						
LocationLatitude2337-52-27.2 N	Longitude 082-32-19.7 W	(m	round Elev eters) 8.3	(1	tructure Hgt meters) 6.9	to Tip	Antenna St Registratio 1041882	
23 37-52-27.2 N Address: 1190 Main St. (1014	082-32-19.7 W 15)	(m 33	eters) 8.3	(1 8	meters) 6.9	to Tip	Registratio	
23 37-52-27.2 N	082-32-19.7 W 15)	(m 33	eters)	(1 8	meters) 6.9	to Tip	Registratio	
23 37-52-27.2 N Address: 1190 Main St. (1014 City: INEZ County: MART Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	082-32-19.7 W 15) TN State: KY	(m 33	eters) 8.3	(1 8	meters) 66.9 09-2015 180	225 122.300 0.300	Registratio 1041882 270	
23 37-52-27.2 N Address: 1190 Main St. (1014 City: INEZ County: MART Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	082-32-19.7 W 15) TN State: KY Watts: 140.820 0 184.200 145.500	(m 33 Constru- 45 141.700	eters) 8.3 ction Dead 90 139.700	(1 8 line: 06-0 135 143.100	180 126.700 0.300 180 126.700 0.300	225 122.300	Registratio 1041882 270 163.300 9.500 270	315 180.300
23 37-52-27.2 N Address: 1190 Main St. (1014 City: INEZ County: MART Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	082-32-19.7 W 15) TN State: KY Watts: 140.820 0 184.200 145.500 Watts: 140.820 0 184.200 2.000	(m 33 Constru- 45 141.700 61.100 45 141.700	90 139.700 5.000 90 139.700	(1 8 line: 06-0 135 143.100 0.600 135 143.100	meters) .6.9 .09-2015 126.700 0.300 180 126.700 28.600 180	225 122.300 0.300 225 122.300	Registratio 1041882 270 163.300 9.500 270 163.300 0.400 270 163.300	315 180.300 73.300 315 180.300



Call Sign: KNKN861	File Number:				Print Date:				
Location Latitude 25 37-49-02.0 N	Longitude 082-33-35.9 W	(m	round Elev leters) 5.8	ation	Structure Hg (meters) 107.0	t to Tip	Antenna St Registratio 1002325		
Address: 1027 BLACKBERF	XY ROAD (76322)								
City: INEZ County: MAR	TIN State: KY	Constru	ction Dead	line: 0	6-09-2015				
Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in	0 182.200 128.200	45 155.000 170.000	90 148.600 191.900	135 122.0 74.20		225 130.900 9.700	270 142.000 13.000	315 160.500 28.500	
Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	0 182.200 0.321	45 155.000 9.800	90 148.600 54.100	135 122.0 160.5		225 130.900 160.500	270 142.000 47.100	315 160.500 26.300	
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 182.200 114.300	45 155.000 32.800	90 148.600 24.200	135 122.0 9.000		225 130.900 87.200	270 142.000 175.000	315 160.500 182.200	
Control Points:	and the second s	AN AN	A						
Control Pt. No. 1 Address: 1650 Lyndon Farms	Court		5						
City: LOUISVILLE Count	y: State: KY	Telepho	ne Numbe	r: (502)329-4700				
Control Pt. No. 2			ANT ANT						
Address: 707 CONCORD RC	DAD								
City: KNOXVILLE Count	y: State: TN	Telepho	ne Numbe	r: V	Pro-				

Waivers/Conditions:

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

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



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COMMUNICATION COMMUNICATION		al Communic /ireless Telecomm				
COMMISSION STATE	RA	DIO STATION A	UTHORIZA	ΓΙΟΝ		
LICENSEE, NEW ON						
LICENSEE: NEW CIN	JULAK W	TRELESS PCS, LLC				
				Call Si	gn	File Number
ATTN: LESLIE WILSO	LEV			KNLF2		
NEW CINGULAR WIR	AGE/25/00/00/00/00/00/00/00/00/00/00/00/00/00	S, LLC			Radio	Service
208 S AKARD ST., RM	1016			C	W - PCS	Broadband
DALLAS, TX 75202	Wind V					
	ALC: N	Allen .				
FCC Registration Number (FR	(N): 0003	291192				
Grant Date 06-02-2015	F	Effective Date 08-31-2018	Expirati 06-23			Print Date
Market Number		Chanr	nel Block	1	Sub-Ma	rket Designator
MTA026		and a state	A			15
		Market	t Name			
		Louisville-Lexi	ngton-Evansvill			
1st Build-out Date 06-23-2000	2nd	Build-out Date 06-23-2005	3rd Build-	out Date	4	th Build-out Date
Waivers/Conditions:			667			
This authorization is subject to t	he conditio	on that, in the event the	at systems using th	e same freque	encies as	granted herein are
authorized in an adjacent foreign						
km (45 miles) of the United Stat						

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.

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).



Call Sign: KNLF251	File Number:	Print Date:	
700 MHz Relicensed Area Information:			
Market Name	Buildout Deadline	Buildout Notification	Status

REFERENCE COPY

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

ALL COMMUNIC	Federal Comm Wireless Tele	unications Cor communications Bu		
COMMISSION .	RADIO STAT	ION AUTHORIZA	TION	
LICENSEE: NEW CIN	GULAR WIRELESS PC	S, LLC		
ATTN: CECIL J MATH	and the second s		Call Sign KNLH398	
NEW CINGULAR WIR 208 S AKARD ST., RM DALLAS, TX 75202	A CONTRACTOR OF THE OWNER		Radio Service - PCS Broadband	
CC Registration Number (FF	RN): 0003291192			
Grant Date 04-14-2017	Effective Date 08-31-2018	NEW COLUMN	ion Date 3-2027	Print Date
Market Number BTA252		Channel Block D	Si	ıb-Market Designator 0
		Market Name Lexington, KY		
1st Build-out Date 04-28-2002	2nd Build-out Dat	te 3rd Build	-out Date	4th Build-out Date
Vaivers/Conditions: his authorization is subject to t athorized in an adjacent foreign m (45 miles) of the United Stat	n territory (Canada/United	d States), future coordina	tion of any base	station transmitters within 72

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).

adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

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.

Call Sign: KNLH398	File Number:	Print Date:	
700 MHz Relicensed Area Informat	ion:		
Market Market Nar	ne Buildout Deadline	Buildout Notification	Status
		0	

REFERENCE COPY

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

Federal Communications Commission Wireless Telecommunications Bureau								
COMMISSION	RADIO STATION A	UTHORIZATION						
LICENSEE: NEW CINC	GULAR WIRELESS PCS, LLC							
ATTN: CECIL J MATHI		,	Call Sign WPOI255	File Number				
NEW CINGULAR WIRELESS PCS, LLCRadio Service208 S AKARD ST., RM 1015CW - PCS BroadbandDALLAS, TX 75202CW - PCS Broadband								
FCC Registration Number (FR	N): 0003291192							
Grant Date 05-27-2015	Effective Date 08-31-2018	Expiration Da 06-23-2025	te	Print Date				
Market Number MTA026		el Block A	Sul	b-Market Designator 19				
	Market Louisville-Lexin							
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Da	ate	4th Build-out Date				
authorized in an adjacent foreign km (45 miles) of the United State	he condition that, in the event tha a territory (Canada/United States) es/Canada border shall be require ensure continuance of equal acce	, future coordination of ed to eliminate any harm	any base st ful interfer	tation transmitters within 72 rence to operations in the				

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.

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).

Call Sign: WPOI255	File Num	ber:	Print Date:	
700 MHz Relicensed Area Infor	mation:			
Market Market	Name	Buildout Deadline	Buildout Notification	Status
		20		
		G		
			0	

REFERENCE COPY

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

F	ederal Communica Wireless Telecomm			
COMMISSION	RADIO STATION A	UTHORIZATIO	DN	
LICENSEE: NEW CING	ULAR WIRELESS PCS, LLC			
ATTN: LESLIE WILSON		Γ	Call Sign WQGA822	File Number
NEW CINGULAR WIREI 208 S AKARD ST., RM 10 DALLAS, TX 75202		Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)		
Registration Number (FRN	I): 0003291192			
Grant Date 11-29-2006	Effective Date 08-31-2018	Expiration Date 11-29-2021		Print Date
Market Number CMA451	Chann	el Block A	Sub-N	Market Designator 0
	Market Kentucky		*	
1st Build-out Date	2nd Build-out Date	3rd Build-out	Date	4th Build-out Date
vers/Conditions:			I	
	upon the licensee, prior to initiate equency usage with known co-c			

Conditions:

2006.

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.

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,

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

Call Sign: WQGA822	File Num	ber:	Print Date:	
700 MHz Relicensed Area In	nformation:			
Market Mar	rket Name	Buildout Deadline	Buildout Notification	Status

REFERENCE COPY

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

COMMUNICATIONS STATEMENT	Federal Communic Wireless Telecomm				
COMMISSION .	RADIO STATION A	AUTHORIZATION	N		
LICENSEE: NEW CIN	GULAR WIRELESS PCS, LLC				
ATTN: CECIL J MATH	All and a second s		Call Sign WQGD755	File Number	
NEW CINGULAR WIR 208 S AKARD ST., RM DALLAS, TX 75202	ADDRESS OF ADDRESS		Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)		
CC Registration Number (FF	RN): 0003291192				
Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date Print 12-18-2021		Print Date	
Market Number BEA047	Chan	Channel Block C		Sub-Market Designator 9	
		t Name Y-TN-VA-WV			
1st Build-out Date	2nd Build-out Date	Build-out Date 3rd Build-out		4th Build-out Date	
aivers/Conditions:			-		
	d upon the licensee, prior to initi- frequency usage with known co-				

reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

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

Conditions:

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

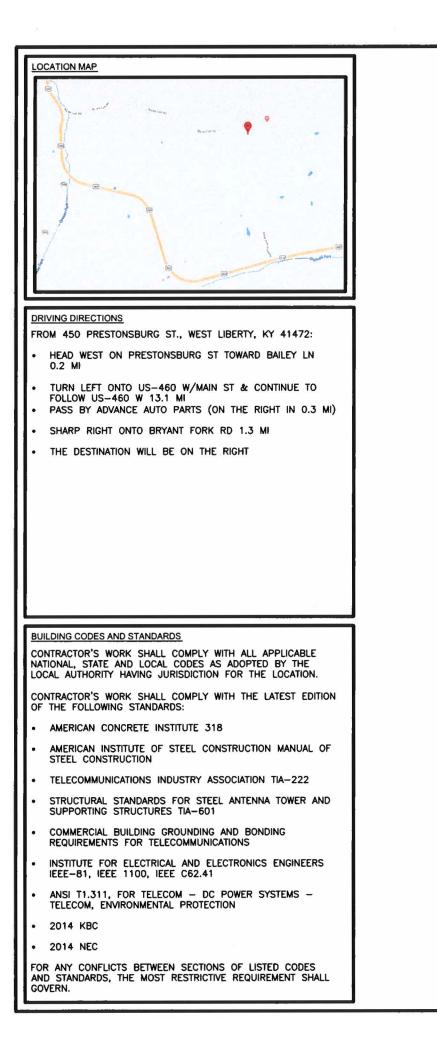
This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in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

Call Sign: WQGD755	File Number	:	Print Date:	
700 MHz Relicensed Area Inform	nation:			
Market		Buildout Deadline	Buildout Notification	Status
				S. C.

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



SITE NAME: EZEL FN

FA #: 12719588

PROPOSED RAW LAND SITE WITH A 195' MONOPOLE WITH A 4' LIGHTNING ARRESTOR AND INSTALLATION OF AN 80"x80" WALK-IN CABINET ON PLATFORM & DIESEL GENERATOR ON PLATFORM

PREPARED FOR:



PREPARED BY:



TOGETHER PLANNING A BETTER TOMORROW **158 BUSINESS CENTER DRIVE BIRMINGHAM, AL 35244** TEL: 205-252-6985 FAX: 205-320-1504

PROJECT INFORMATION SITE ADDRESS:

LATITUDE (NAD 83): LONGITUDE (NAD 83): PARCEL ID:

JURISDICTION:

PROPERTY OWNER:

APPLICANT:

ENGINEER:

POWER: FIBER:

DRAWING INDEX

T-1 SURVEY: B-1 B-1.1

B-2 CIVIL: C-1 C-2 C-3

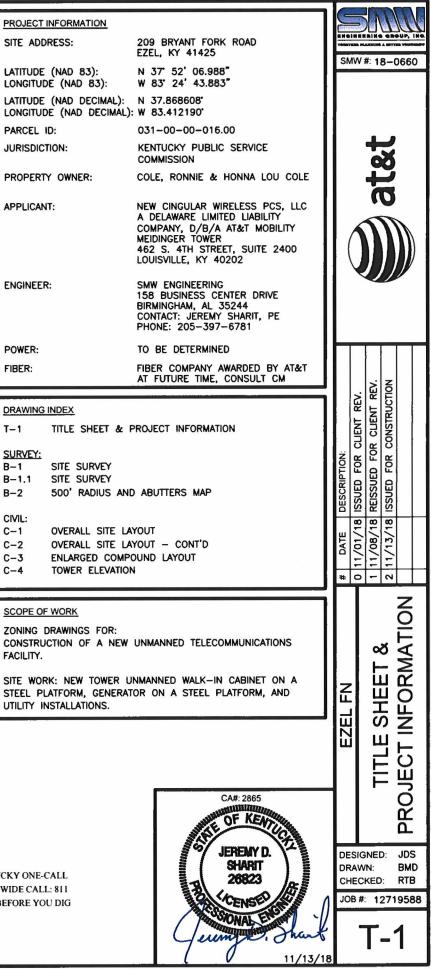
C-4

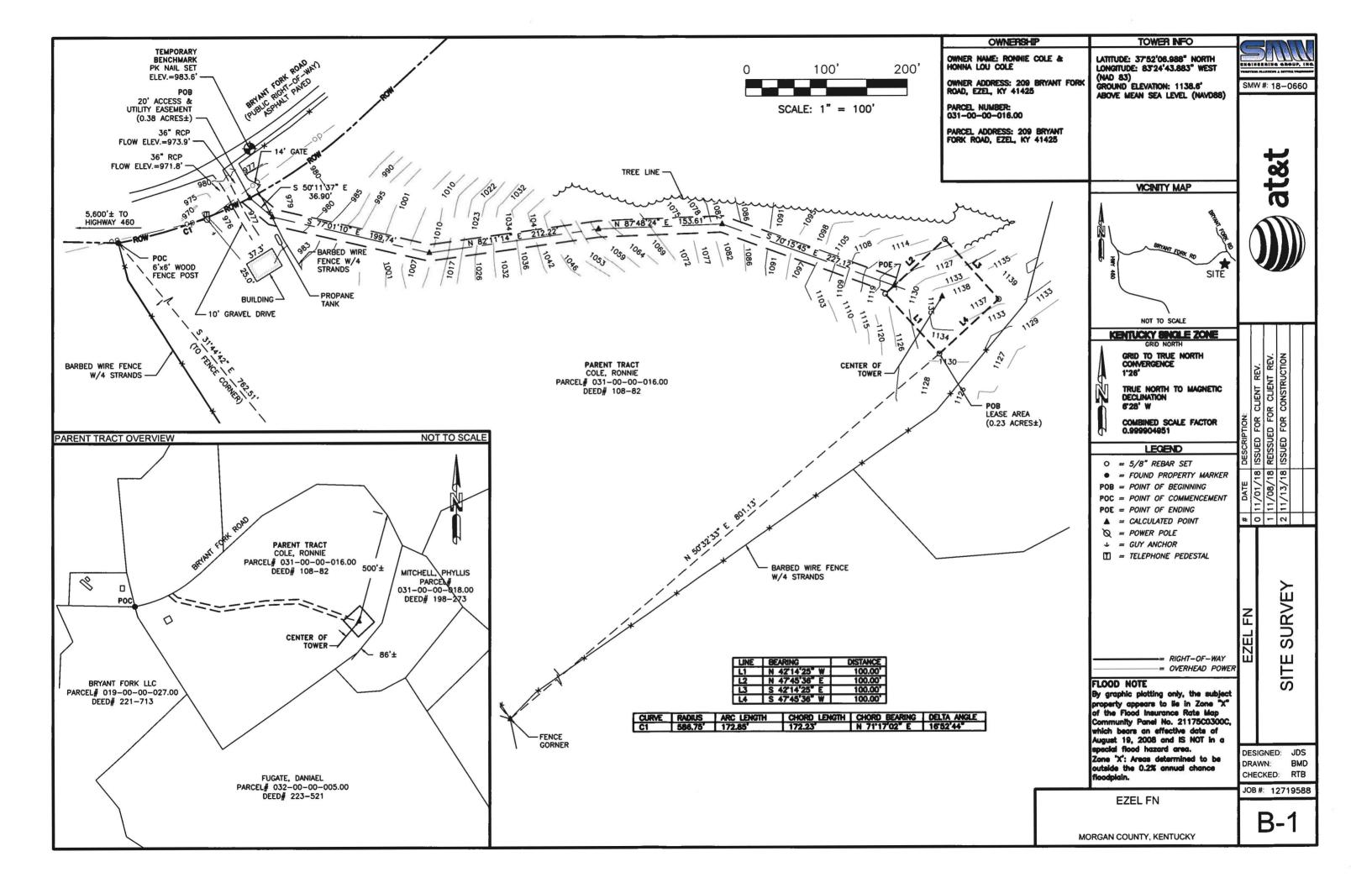
SCOPE OF WORK FACILITY.

UTILITY INSTALLATIONS.



KENTUCKY ONE-CALL STATE WIDE CALL: 811 CALL BEFORE YOU DIG





PARENT TRACT (Deed 108-82)

A certain tract or parcel of land and being in Morgan County, State of Kentucky, and described as follows:

Beginning on two small chestnut trees growing from a stump; North 13 1/2° West 66 Poles to a persimmon tree near the Grave Yard; North 10 1/2° East, 10 Poles to a red oak. North 1/ 2° East, 19 poles and 18 Links to a white oak; North 68 1/2° East, 12 1/2 Poles to a stake on road; North 12 1/2" East, 22 Poles to a small hickory tree; N 58 1/2" East, 17 1/2 Poles to a pine near a stake known ad Billy Halsey Pine; Thence East about 13 Poles to a small chestnut on a stump; Thence South with the fence and (Illegible) line to two small oaks, a white oak and a black oak at the County Road on north side of the road; Thence with the County Road to a stone on the south side on the road; Thence South with the fence and (Illegible) line to a persimmon tree; Thence South with the Fence and (Illegible) line to a set stone coming between A.P. Talwey and (Illegible); Thence North with (Illegible) line to the Beginning. Containing about Thirty Five acres more or less

LEASE AREA

A portion of the Ronnie Cole tract described in Deed 108-82, Morgan County, Kentucky, as recorded in the Clerk's County Office of Morgan County, Kentucky, and being more particularly described as follows:

COMMENCE at a 6'x5' wood fence post found marking the Northwest corner of said Ronnie Cole tract and the Southerly right-of-way line of Bryant Fork Road; Thence S 31'44'42" E a distance of 762.51 feet to a barbed wire fence corner post at the most Southerly corner of said Ronnie Cole tract; Thence N 50'32'33" E a distance of 801.13 feet to a set 5/8" rebar and the POINT OF BEGINNING; Thence N 42'14'25" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 4745'36" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 42'14'25" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 47'45'36" W a distance of 100.00 feet to the Point of Beginning. Containing 10.000.00 square feet (0.23 gcres) of land more or less.

20' ACCESS & UTILITY EASEMENT

A portion of the Ronnie Cole tract described in Deed 108-82, Morgan County, Kentucky, as recorded in the Clerk's County Office of Morgan County, Kentucky, and being more particularly described as follows:

COMMENCE at a 6'x6' wood fence post found marking the Northwest corner of said Ronnie Cole tract and the Southerly right-of-way line of Bryant Fork Road; Thence continuing along said right-of-way line with a curve turning to the left with an arc length of 172.85 feet, with a radius of 586.75 feet, with a chord bearing of N 71'17'02" E, with a chord length of 172.23 feet to a point on the Southerly right-of-way line of Bryant Fork Road and the POINT OF BEGINNING of an easement being being 20 feet wide and lying 10 feet on each side of the following described centerline; Thence S 50'11'37" E a distance of 36.90 feet to a point; Thence S 77'01'10" E a distance of 199.74 feet to a point; Thence N 82'11'14" E a distance of 212.22 feet to a point; Thence N 87'48'24" E a distance of 153.61 feet to a point; Thence S 70'15'45" E a distance of 227.12 feet to the Point of Ending. Containing 16,593.9 square feet (0.38 acres) of land more or less.

PLOTTABLE EXCEPTIONS U.S. Title Solutions

File No. 59029-KY1801-5030 Reference No. FA 12719588 Date January 22, 2018 Schedule B

Exception No.	Instrument	Comment
1-7		Standard exceptions. Contain no survey matters.
8.	Book 68, Page 161	Does affect the subject lease area and easements, is blanket in nature, and is not shown hereon.
9.	Book 93, Page 589 Book 97, Page 53	Does affect the subject lease area and easements, is blanket in nature, and is not shown hereon. Does affect the subject lease area and easements, is blanket in nature, and is not shown hereon.

SURVEYOR'S NOTES

1. This is a Rawland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey

7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken

is March 8, 2018. 2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK. GD 1HZ. 3. Bearings are based on Kentucky Single Zone State Plane Coordinates NAD 83 by GPS observation. 4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown. 5. Benchmark used is a GPS Continuously Operating Reference Station, PID DK3330. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88. 6. This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.

into consideration when obtaining scaled data.

8. This Survey was conducted without the benefit of an Abstract Title Search.

9. This survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KAR 18:150.

10. Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted. 11. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper. 12. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.

13. The Lease Area, and Access and Utility Easement shown hereon was provided by Intergrisite dated March 19, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy. 14. Per supplied information the site is not subject to any Zoning requirements or restrictions.

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Kentucky to the best of my knowledge, information, and belief.

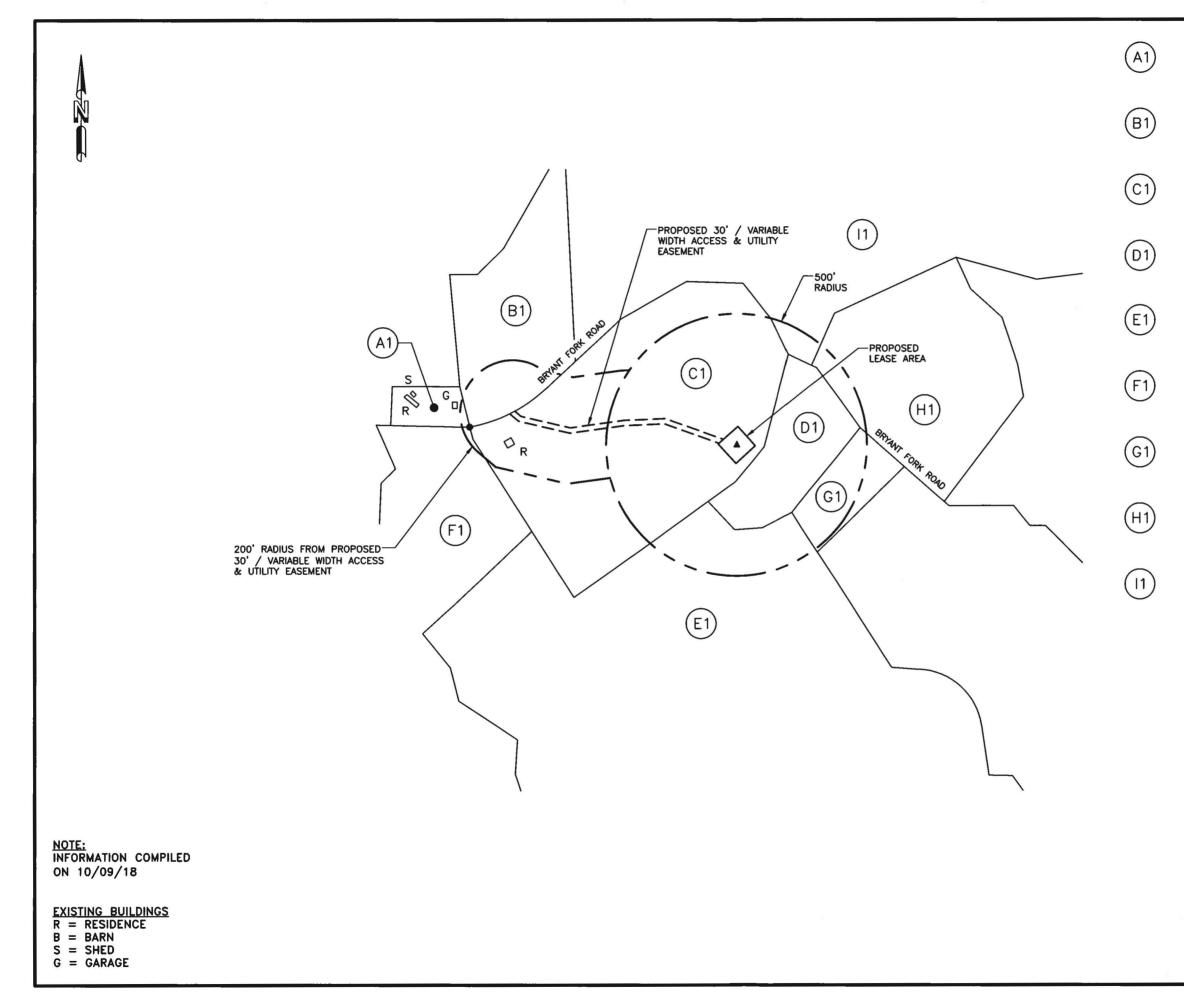
David D. McKinney Kentucky License No. 3964



at&t					
DATE	D 11/01/18 ISSUED FOR CLIENT REV.	1 11/08/18 REISSUED FOR CLIENT REV.	2 11/13/18 ISSUED FOR CONSTRUCTION		
EZEL FN	0		SITE SURVEY		
DESIGNED: JDS DRAWN: BMD CHECKED: RTB JOB #: 12719588					

MORGAN COUNTY KENTUCKY

EZEL FN



HASLEY MARK & ALLEN GINA APN: 031-00-00-015.01 33 LIBERTY STREET EZEL, KY 41425

COLE RONNIE APN: 031-00-00-016.00 209 BRYANT FK RD EZEL, KY 41425

COLE RONNIE APN: 031-00-00-016.00 209 BRYANT FK RD EZEL, KY 41425

MITCHELL PHYLLIS APN: 031-00-00-018.00 1518 BRYANT FORK RD EZEL, KY 41425

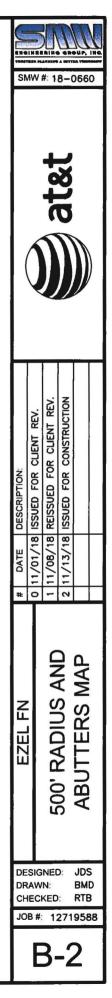
NIECE BRANDON, RYAN NIECE & KRISTIE APN: 031-00-00-019.01 1730 BRYANT FORK ROAD EZEL, KY 41425

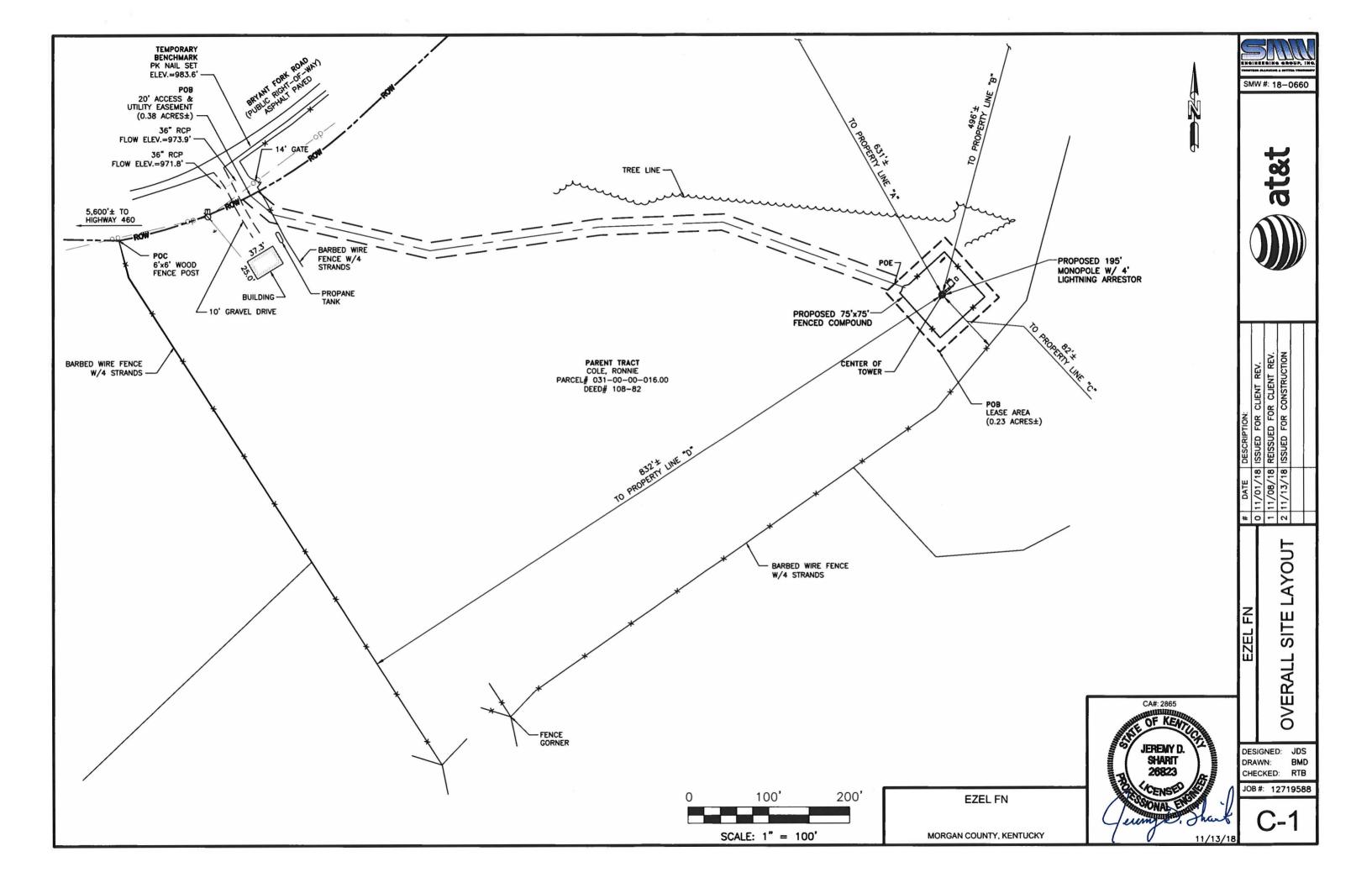
MCQUINN DELMON LYLE APN: 019-00-00-027.00 2312 LILAC PARK LEXINGTON, KY 40509

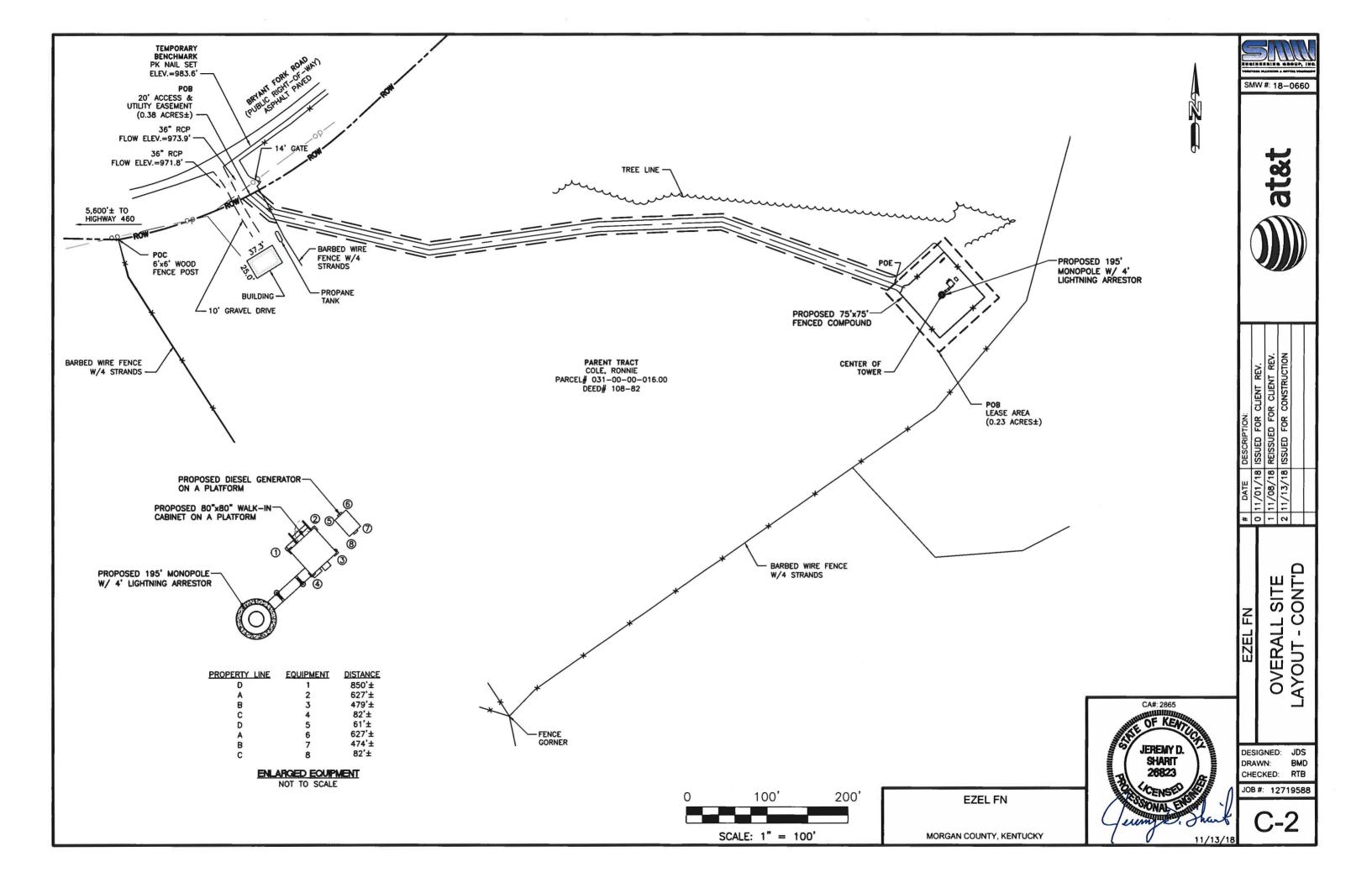
GULLETT CHARLIE & LEANN APN: 031-00-00-019.04 1799 BRYANT FORK ROAD EZEL, KY 41425

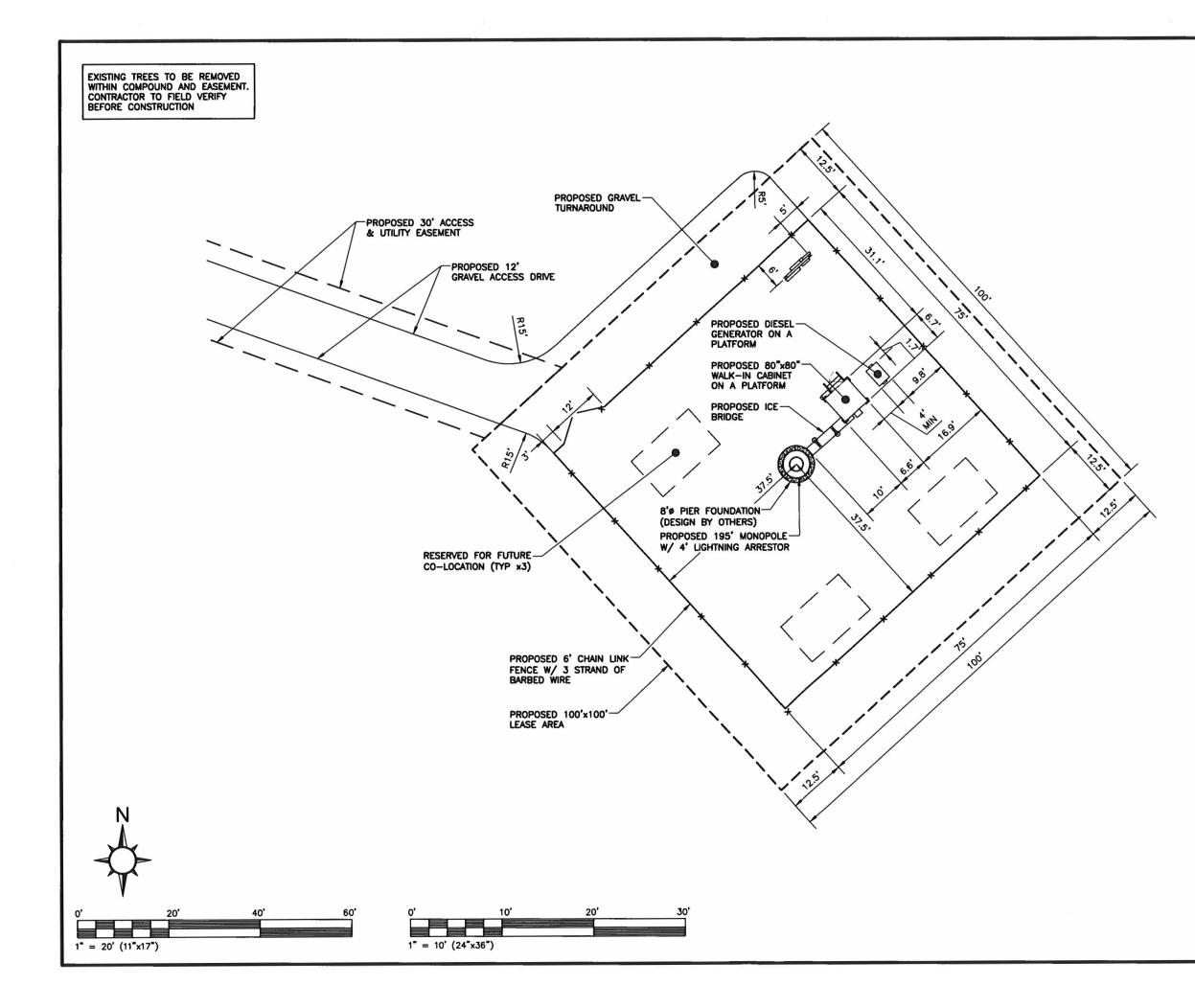
SHAVER MINDY WHEELER & DWAYNE APN: 031-00-00-017.01 1591 BRYANT FORK ROAD EZEL, KY 41425

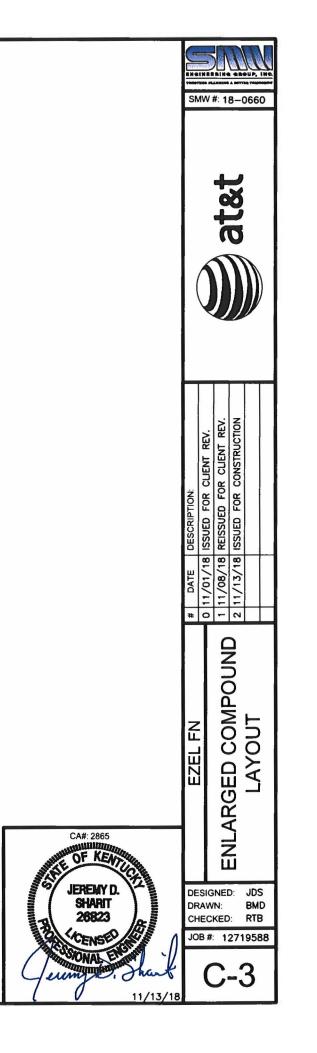
HOLLIDAY JEFFERY & SAM NAPIER APN: 031-00-00-017.00 572 MORTEN BOULEVARD HAZARD, KY 41701





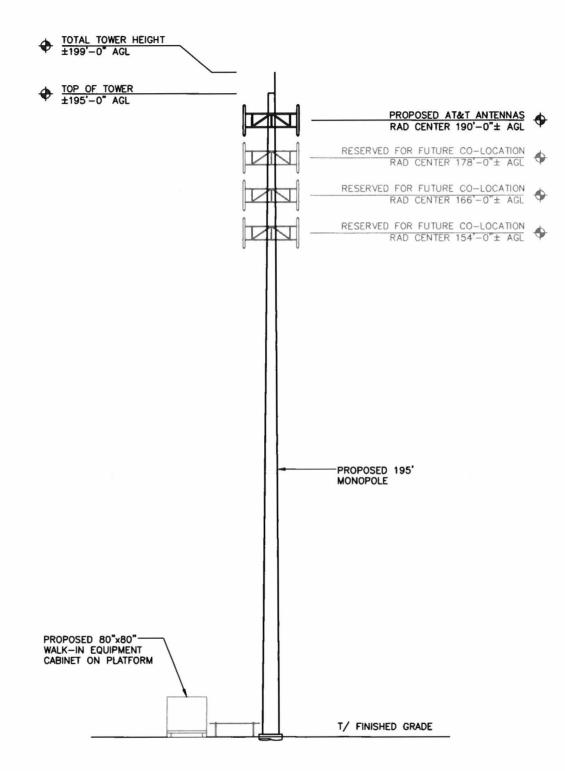






TOWER NOTES

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



			#: 1	8-0	0660	0	
	()	
	# DATE DESCRIPTION:	0 11/01/18 ISSUED FOR CLIENT REV.	1 11/08/18 REISSUED FOR CLIENT REV.	2 11/13/18 ISSUED FOR CONSTRUCTION			
CA#: 2865	EZEL FN			TOWER FI FVATION			
JEREMY D. SHARIT 26823 CENSE ONAL ENSE II/13/18	DR. CH	AW	KED	:	JDS ВМС RTB 958		

EXHIBIT C TOWER AND FOUNDATION DESIGN



November 7th, 2018 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – Ezel FN Proposed Cell Tower 37° 52' 06.98" North Latitude, 83° 24' 43.88" 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 <u>Don.Murdock@mastec.com</u>

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



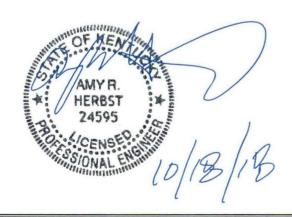
Structural Design Report

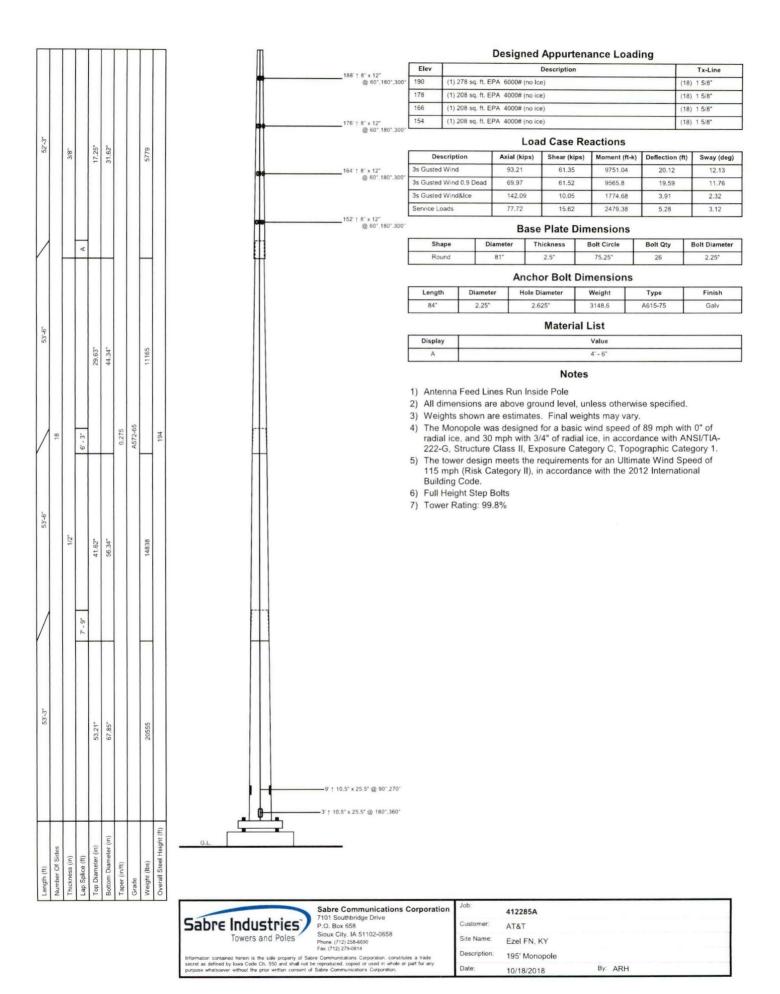
195' Monopole Site: Ezel FN, KY

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

> Job Number: 412285 Revision A October 18, 2018

Monopole Profile	1
Foundation Design Summary (Option 1)	2
Foundation Design Summary (Option 2)	3
Pole Calculations	4-14
Foundation Calculations	15-23





Dag	0	1
Fay	e	-



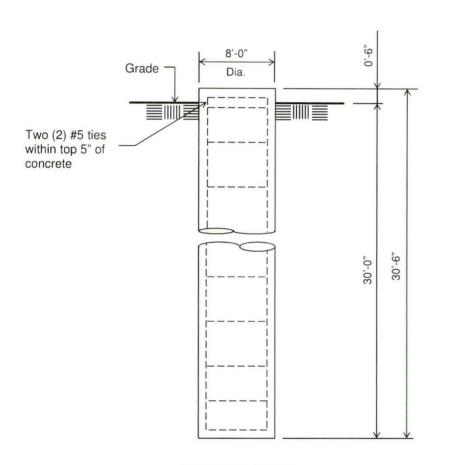
No.: 412285

Date: 10/18/18 By: ARH Revision A

Customer: AT&T

Site: Ezel FN, KY

195' Monopole at 89 mph wind and 30 mph wind with 0.75" ice per ANSI/TIA-222-G.



ELEVATION VIEW

(56.78 Cu. Yds.) (1 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by ECA, project no. U3098, dated October 10, 2018.
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads: Moment = 9,751.04 k-ft Axial = 93.21 k Shear = 61.35 k

	Rebar Schedule for Pier							
Pier	(42) #11 vertical rebar w/ #5 ties, two within top							
Fier	5" of pier, then 7" C/C							

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No.: 412285

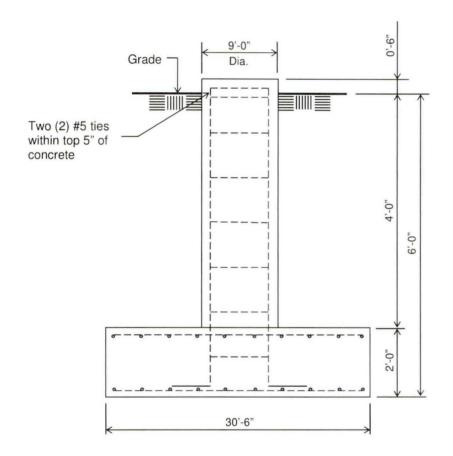
Date: 10/18/18 By: ARH Revision A

Customer: AT&T

Site: Ezel FN, KY

195' Monopole at

89 mph wind and 30 mph wind with 0.75" ice per ANSI/TIA-222-G.



ELEVATION VIEW (79.51 Cu. Yds.) (1 REQUIRED; NOT TO SCALE)

Notes:

- 1) 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.
- 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 ECA, project no. U3098, dated October 10, 2018.
- 6) See the geotechnical report for compaction requirements, if specified.
- 4 ft of soil cover is required over the entire area of the foundation slab.

 8) The foundation is based on the following factored loads: Moment = 9,751.04 k-ft Axial = 93.21 k Shear = 61.35 k

	Rebar Schedule for Pad and Pier						
Pier	(60) #8 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C						
Pad	(64) #9 horizontal rebar evenly spaced each way						
Pau	top and bottom (256 total)						

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(USA 222-G) - Monopole Spatia		(c)2015	Guymast Inc.	
⊤el:(416)736-7453		web:ww	w.guymast.com	
Processed under license at:				
Sabre Towers and Poles	on:	18 oct 2018	at: 17:14:21	
195' Monopole / Ezel FN, KY				

* All pole diameters shown on the following pages are across corners. See profile drawing for widths across flats.

POLE GEOMETRY

ELEV ft	SECTION NAME	No. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES ∂*Pn �*Mn kip ft-kip		OVERLAP LENGTH RAT ft	
194.0		10	17.52	0.375	1492.2 510.9			6.3
146.2	A	18	30.84	0.375	2652.4 1629.1			0.5
146.2		18	30.84	0.375	2652.4 1629.1	SLIP	4.50	1.75
141.7	A/B	10	31.36	0.500	3582.0 2219.9	SLIP	4.50	1.75
141.7	в	18	31.36	0.500	3582.0 2219.9			9.1
99.0	-	10	43.27	0.500	4965.0 4283.7			3.1
99.0		18	43.27	0.500	4965.0 4283.7	SI TP	6.25	1.73
92.7	B/C	10	44.03	0.500	5053.3 4438.4	SLIP	0.25	1./5
92.7	с		44.03	0.500	5053.3 4438.4			13.5
53.2	-	10	55.03	0.500	6211.3 6849.9			13.3
23.2			55.03	0.500	6211.3 6849.9	SLIP	7.75	1 68
45.5	C/D	10	56.21	0.500	6308.0 7108.5	SLIF	7.75	1.00
43.3			56.21	0.500	6308.0 7108.5			17.8
0.0	-	то	68.90	0.500	7246.510043.1			17.0
0.0								

POLE ASSEMBLY

.

SECTION NAME	BASE ELEV ft	NUMBER	В ТҮРЕ			F SECTION STRENGTH ksi	THRE/	ADS IN R PLAN	B	ALC ASE LEV ft
A B C D	141.750 92.750 45.500 0.000	0 0 0 0	A325 A325 A325 A325 A325		0.00 0.00 0.00 0.00	92.0 92.0 92.0 92.0			0 141. 0 92. 0 45. 0 0.	750
POLE SE	CTIONS									
SECTION NAME	No.of LE SIDES	ENGTH OUT ft	SIDE.DI BOT in	AMETER TOP *	BEND RAD in	MAT- ERIAL ID	FLANG BOT	GE.ID TOP	FLANG GROU BOT	E.WELD P.ID TOP
A B C D	18 18 18 18	52.25 53.50 53.50 53.25	32.11 45.03 57.21 68.90	17.52 30.09 42.27 54.03	0.000 0.000 0.000 0.000	2 3	0 0 0	0 0 0	0 0 0 0	0 0 0 0

* - Diameter of circumscribed circle

MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	OR	IENT	HEIGHT	WIDTH	.THI WEB	CKNESS. FLANGE		ULARITY ECTION. ORIENT
			&	deg	in	in	in	in	, at Lin	deg
PL PL PL PL	1 2 3 4	1 1 1 1		$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	32.11 45.03 57.21 68.90	0.38 0.50 0.50 0.50	0.375 0.500 0.500 0.500	0.375 0.500 0.500 0.500	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$

& - With respect to vertical

MATERIAL PROPERTIES -----

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	STRE Fu ksi	ENGTH Fy ksi	THERMAL COEFFICIENT /deg
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170
4	29000.0	490.0	80.0	65.0	0.00001170

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

LOADING CONDITION A _____

89 mph wind with no ice. Wind Azimuth: 00

LOAD	ELEV	APPLYLO	ADAT	LOAD		ES		ENTS
TYPE	ft	RADIUS	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
	189.000 189.000 177.000 165.000 165.000 153.000 153.000	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0000 13.6549 0.0000 10.0773 0.0000 9.9303 0.0000 9.7746	4.2457 7.2000 3.9761 4.8000 3.7066 4.8000 3.4370 4.8000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
	$\begin{array}{c} 194.000\\ 178.083\\ 178.083\\ 162.167\\ 162.167\\ 146.250\\ 146.250\\ 141.750\\ 141.750\\ 147.500\\ 127.500\\ 113.250\\ 99.000\\ 92.750\\ 99.000\\ 92.750\\ 99.000\\ 92.750\\ 79.583\\ 79.583\\ 66.417\\ 66.417\\ 53.250\\ 45.500\\ 45.500\\ 34.125\\ 34.125\\ 34.125\\ 22.750\\ 0.000\\ \end{array}$	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 180.0\\ 18$		$\begin{array}{c} 0.0523\\ 0.0523\\ 0.0629\\ 0.0629\\ 0.0730\\ 0.0730\\ 0.0791\\ 0.0826\\ 0.0826\\ 0.0903\\ 0.0903\\ 0.0903\\ 0.0974\\ 0.0974\\ 0.0974\\ 0.1019\\ 0.1019\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1080\\ 0.1035\\ 0.1080\\ 0.1114\\ 0.1129\\ 0.1112\\ 0.1129\\ 0.1112\\ 0.1095\\ 0.1095\\ 0.1040\\ 0.1051\\ \end{array}$	$\begin{array}{c} 0.0930\\ 0.0930\\ 0.1140\\ 0.1140\\ 0.1349\\ 0.3418\\ 0.3418\\ 0.2099\\ 0.2099\\ 0.2350\\ 0.2600\\$	$egin{array}{cccc} 0.0000\\ 0$	

LOADING CONDITION M

89 mph wind with no ice. Wind Azimuth: 00

LOADS ON POLE

LOAD ELE TYPE	V APPLYL RADIUS t ft	DADAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOMI VERTICAL ft-kip	ENTS TORSNAL ft-kip
C 189.00 C 189.00 C 177.00 C 177.00 C 165.00 C 165.00 C 153.00 C 153.00	0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0000 13.6549 0.0000 10.0773 0.0000 9.9303 0.0000 9.7746	3.1843 5.4000 2.9821 3.6000 2.7799 3.6000 2.5777 3.6000	$\begin{array}{c} 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\end{array}$	$\begin{array}{c} 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ \end{array}$
$ \begin{array}{c} D & 194.00 \\ D & 178.08 \\ D & 178.08 \\ D & 162.10 \\ D & 162.10 \\ D & 146.29 \\ D & 146.29 \\ D & 146.29 \\ D & 146.29 \\ D & 144.79 \\ D & 147.50 \\ D & 141.79 \\ D & 127.50 \\ D & 127.50 \\ D & 127.50 \\ D & 113.29 \\ D & 127.50 \\ D & 127.50 \\ D & 141.79 \\ D & 127.50 \\ D & 146.29 \\ D & 146.29$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 180.0\\ 18$		$\begin{array}{c} 0.0523\\ 0.0523\\ 0.0629\\ 0.0629\\ 0.0730\\ 0.0730\\ 0.0791\\ 0.0791\\ 0.0826\\ 0.0826\\ 0.0903\\ 0.0903\\ 0.0903\\ 0.0974\\ 0.0974\\ 0.1019\\ 0.1019\\ 0.1019\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1035\\ 0.1114\\ 0.1129\\ 0.1112\\ 0.1129\\ 0.1112\\ 0.1112\\ 0.1095\\ 0.1095\\ 0.1051\\ \end{array}$	0.0698 0.0855 0.0855 0.1012 0.2563 0.2563 0.2563 0.1574 0.1762 0.1762 0.1762 0.1950 0.4129 0.4129 0.2172 0.2172 0.2347 0.25211 0.5275 0.5275 0.5275 0.2743 0.2743 0.2894 0.2894 0.3045 0.3195	$egin{array}{cccc} 0.0000\\ 0$	$\begin{array}{c} 0.0000\\$

LOADING CONDITION Y -----

LOADS ON POLE

30 mph wind with 0.75 ice. Wind Azimuth: 00

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORG HORIZ kip	CES DOWN kip	MOMI VERTICAL ft-kip	ENTS TORSNAL ft-kip
0000000	189.000 189.000 177.000 177.000 165.000 165.000 153.000 153.000	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0000 1.6678 0.0000 1.9861 0.0000 1.9484 0.0000 1.9087	4.2457 17.9218 3.9761 11.9014 3.7066 11.8520 3.4370 11.7993	$\begin{array}{c} 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\end{array}$	$\begin{array}{c} 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ \end{array}$
D D D D D D	194.000 178.083 178.083 162.167 162.167 146.250	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	180.0 180.0 180.0 180.0 180.0 180.0	$0.0 \\ 0.0 $	0.0081 0.0081 0.0095 0.0095 0.0107 0.0107	0.1400 0.1400 0.1701 0.1701 0.1999 0.1999	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000

D D D D D D D D D D D D D D D D D D D	$\begin{array}{c} 146.250\\ 141.750\\ 141.750\\ 127.500\\ 127.500\\ 113.250\\ 113.250\\ 99.000\\ 99.000\\ 99.000\\ 92.750\\ 92.750\\ 92.750\\ 92.750\\ 79.583\\ 79.583\\ 79.583\\ 66.417\\ 66.417\\ 53.250\\ 53.250\\ 45.500\\ 45.500\\ 11.375\\ 11.375\\ 11.375\\ 0.000 \end{array}$	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 180.0\\ 18$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.0115\\ 0.0115\\ 0.0120\\ 0.0120\\ 0.0129\\ 0.0129\\ 0.0138\\ 0.0148\\ 0.0144\\ 0.0146\\ 0.0146\\ 0.0146\\ 0.0151\\ 0.0155\\ 0.0155\\ 0.0155\\ 0.0155\\ 0.0155\\ 0.0156\\ 0.0154\\ 0.0143\\ 0.0014\\$	0.4124 0.2839 0.2839 0.3164 0.3486 0.3486 0.6441 0.6441 0.4145 0.4145 0.4129 0.4129 0.4129 0.4129 0.4129 0.4129 0.4129 0.5137 0.5194 0.5332	0.0000 0.0000	0.0000 0.0000
			======================================					
(USA	222-G) - Mon	opole Sp	atial An	alysis		(c)201	s Guy	mast Inc.
Tel:	(416)736-7453		Fax	::(416)7	36-4372	1	Web:www.gu	ymast.com
Proc	essed under l	icense a	t:					
	e Towers and					on: 18 oct	2018 at:	17:14:21

195' Monopole / Ezel FN, KY

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV ft	DEFLECTJ HORIZONTA ALONG		DOWN	ROTATI TILT . ALONG	ONS (deg) ACROSS	TWIST
194.0	20.12K	-0.04E	3.00к	12.13K	-0.02E	0.010
178.1	16.91ĸ	-0.04E	2.32K	11.92к	-0.02E	0.010
162.2	13 . 83K	-0.03E	1.70K	11.05K	-0.02E	0.010
146.2	11.03к	-0.03E	1.20K	9.72ĸ	-0.02E	0.000
141.7	10.30L	-0.03E	1.07∟	9.39K	-0.02E	0.000
127.5	8.16L	-0.02E	0.75L	8.22L	-0.02E	0.000
113.2	6.29L	-0.02E	0.50L	7.07∟	-0.02E	0.000
99.0	4.69∟	-0.01E	0.31L	5.97∟	-0.02E	0.000
92.7	4.07∟	-0.01E	0.25∟	5.52L	-0.01E	0.000
79.6	2.93L	-0.01E	0.15L	4.55∟	-0.01E	0.000
66.4	1.99L	-0.01E	0.08∟	3.65L	-0.01E	0.000
53.2	1.25L	0.00E	0.04∟	2.83L	-0.01E	0.000
45.5	0.90L	0.00E	0.03L	2.38L	-0.01E	0.000
34.1	0.49L	0.00E	0.01L	1.72∟	0.00E	0.000
22.7	0.21L	0.00E	0.00ĸ	1.11L	0.00E	0.000
11.4	0.05L	0.00E	0.00K	0,53L	0.00E	0.000
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
				ind divection)		

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST

.

TOTAL SHEAR.w.r.t.WIND.DIR MOMENT.w.r.t.WIND.DIR

-

ELEV ft	AXIAL kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
194.0	-0.01 A	0.00 0	0.00 R	0.01 R	0.00 R	0.00 w
178.1	24.39 AA 24.40 AA	14.47 o 14.48 A	0.00 к - 0.01 к -	176.50 с 176.50 с	-0.03 c -0.03 c	0.05 o 0.05 o
162.2	58.54 AA 58.54 AJ	35.47 A 35.47 Q		648.30 к 648.33 с	-0.16 c -0.14 c	0.17 o 0.17 o
146.2	76.95 AJ 76.95 AA	46.39 Q 46.48 м	-0.01 в -1 -0.17 q -1		0.35 в 0.31 о	0.37 o 0.35 o
141.7	78.81 AA 78.81 AA	46.84 M 46.94 N	-0.17 Q -1	604.94 с 605.27 к		0.48 o 0.45 o
127.5	82.85 AA 82.86 AG	48.10 N 48.23 N	0.22 0 -2 -0.21 E -2	362.20 к 362.21 к		
113.2	87.36 AG 87.36 AG	49.51 N 49.49 N		133.92 к	5.27 E	1.65 0
99.0	92.33 AG 92.33 AG	50.87 N 50.95 N	0.20 0 -3	920.29 L 920.38 L	8.17 E 8.09 E	2.15 0 2.14 0
92.7	96.36 AG	51.58 N 51.48 N	-0.25 E -4	270.21 L 270.24 к	9.68 E 9.70 E	
79.6	101.43 AG	52.83 N	0.22 N -5	016.91 к 016.91 к	11.55 E	2.65 0 2.65 0
66.4	106.89 AG	54.29 M	-0.20 E -5	774.31 L	14.31 E	2.88 0
53.2	106.89 AG 112.72 AG	54.28 м 55.74 м		543.61 L	14.30 E 17.24 E	2.88 o 3.06 o
45.5	112.72 AG 119.03 AG	55.74 N 56.61 N		543.61 ∟ 001.77 ∟	17.23 E 18.55 E	3.06 0 3.16 0
	119.03 AG 124.53 AG	56.62 N 57.88 N		680.82 L		
34.1	124.53 AG		0.21 F -7	680.79 L	20.90 E	3.27 0
22.7					23.13 E 23.13 E	
11.4					25.48 E 25.48 E	
	142.09 AG	61.52 N	0.21 F -9	751.04 ∟	27.75 E	3.40 O
base reaction	142.09 AG	-61.52 N	-0.21 F	9751.04 L	-27.75 E	-3.40 o

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV	AXIAL	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
ft						/
194.00	0.00A	0.000				
178.08	0.01AA	 0.020				

.

	0.0144	0 226	0.02.	0 225			
	0.01AA	0.22C	0.02A	0.22C	YES	8.41A	45.2
162.17	0.03AA	0.55K	0.03A	0.56в	YES	10.46A	45.2
	0.03AJ	0.55C	0.03Q	0.56C	YES	10.46A	45.2
146.25	0.03AJ	0.84K	0.03Q	0.86K	YES	12.52A	45.2
	0.02AA	0.64к	0.03м	0.65K	YES	8.95A	45.2
141.75	0.02AA	0.69C	0.03M	0.70c	YES	9.39A	45.2
	0.02AA	0.72K	0.03N	0.74к	YES	9.12A	45.2
127.50	0.02AA	0.83K	0.02N	0.85K	YES	10.50A	45.2
1277.50	0.02AG	0.83K	0.02N	0.85K	YES	10.50A	45.2
112 25	0.02AG	0.89к	0.02N	0.90K	YES	11.89A	45.2
113.25	0.02AG	0.89к	0.02N	0.90K	YES	11.89A	45.2
	0.02AG	0.91L	0.02N	0.93L	YES	13.27A	45.2
99.00	0.02AG	0.91L	0.02N	0.93L	YES	13.27A	45.2
	0.02AG	0.92∟	0.02N	0.93K	YES	13.88A	45.2
92.75	0.02AG	0.96к	0.02N	0.97к	YES	13.52A	45.2
	0.02AG	0.96к	0.02N	0.97K	YES	14.80A	45.2
79.58	0.02AG	0.96к	0.02N	0.97ĸ	YES	14.80A	45.2
	0.02AG	0.95L	0.02N	0.96K	YES	16.08A	45.2
66.42	0.02AG	0.95L	0.02N	0.96K	YES	16.08A	45.2
	0.02AG	0.95L	0.02N	0.97L	YES	17.35A	45.2
53.25	0.02AG	0.95L	0.02N	0.97L		17.35A	
					YES		45.2
45.50	0.02AG	0.96L	0.02N	0.97L	YES	18.11A	45.2
	0.02AG	0.99L	0.02N	1.00L	YES	17.75A	45.2
34.12	0.02AG	0.98∟	0.02N	1.00L	YES	18,86A	45.2
	0.02AG	0.98L	0.02N	1.00L	YES	18.86A	45.2
22.75	0.02AG	0.98∟	0.02N	0.99∟	YES	19.96A	45.2
	0.02AG	0.98∟	0.02N	0.99L	YES	19.96A	45.2
11.37	0.02AG	0.98L	0.02N	0.99L	YES	21.06A	45.2
	0.02AG	0.98L	0.02N	0.99L	YES	21.06A	45.2
0.00	0.02AG	0.97∟	0.02N	0.98L	YES	22.17A	45.2
	LOADS ONTO FO		`w r + wir	d directi	on)		
	===========				===		
DOW	N SHEAR.W.I ALONG	r.t.WIND.D ACRO		NT.w.r.t.W	IND.DIR ACROSS	TORSION	
ki				ALONG t-kip	ft-kip	ft-kip	
142.0		0.		51.04	27.75	3.40	
A	G N		F	L	E	0	
	 2-G) - Monopo ⁻				(c)2(
	6)736-7453		Fax: (416)	736-1272		Web:www.guy	mast inc.
	ed under licer		, a., (410)/	JU 4J/2		web.www.guy	mastitum
	owers and Pole				on: 18 oc	t 2018 at:	17:14:31
			₩₩₩₩₩₩₩₩₩₩₩				

195' Monopole / Ezel FN, KY

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

LOADING CONDITION A

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

LOADS	ON	POLE
=====	===:	====

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	HORIZ	ES DOWN kip		TORSNAL ft-kip
с с с с с с с с с с с с с с с с с с с	189.000 189.000 177.000 177.000 165.000 165.000 153.000 153.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	0.0000 3.4705 0.0000 2.5612 0.0000 2.5238 0.0000 2.4843	3.5381 6.0000 3.3134 4.0000 3.0888 4.0000 2.8642 4.0000	$\begin{array}{c} 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\end{array}$	$\begin{array}{c} 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\\ 0.0000\end{array}$
00000000000000000000000000000000000000	$\begin{array}{c} 194.000\\ 178.083\\ 178.083\\ 162.167\\ 162.167\\ 146.250\\ 141.750\\ 141.750\\ 127.500\\ 113.250\\ 199.000\\ 99.000\\ 92.750\\ 99.000\\ 92.750\\ 79.583\\ 79.583\\ 66.417\\ 66.417\\ 65.4250\\ 53.250\\ 45.500\\ 45.500\\ 34.125\\ 34.125\\ 22.750\\ 0.000\\ \end{array}$	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 180.0\\ 18$		0.0133 0.0133 0.0160 0.0160 0.0160 0.0201 0.0201 0.0210 0.0230 0.0230 0.0230 0.0230 0.0247 0.0259 0.0259 0.0259 0.0259 0.0259 0.0259 0.0259 0.0263 0.0275 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0278 0.0278 0.0264 0.0267	0.0775 0.0775 0.0950 0.1125 0.125 0.2848 0.2848 0.2848 0.1749 0.1749 0.1958 0.2167 0.2167 0.2167 0.2414 0.2414 0.2607 0.2801 0.2801 0.2801 0.5862 0.3048 0.3048 0.3215 0.33550	$egin{array}{cccc} 0.0000\\ 0$	$\begin{array}{c} 0.0000\\$

ft	ALONG	ACROSS	20111	ALONG	ACROSS	
194.0	5.28C	0.01ĸ	0.21c	3.12C	0.00K	0.00F
178.1	4.41C	0.01ĸ	0.16C	3,07C	0.00K	0.00F
162.2	3.59C	0.01K	0.12C	2.84C	0,00K	0.00F
146.2	2.85C	0.01ĸ	0.08C	2.49C	0.00K	0.00F
141.7	2.66C	0.01K	0.07C	2.41C	0.00K	0.00F
127.5	2.10C	0.01K	0.05c	2.10C	0.00K	0.00F

113.2	1.61C	0.00κ	0.03C	1.80C	0.00K	0.00F
99.0	1.20c	0.00K	0.02C	1.52C	0.00K	0.00F
92.7	1.04C	0.00K	0.02C	1.41C	0.00κ	0.00F
79.6	0.75C	0.00K	0.01C	1.16C	0.00ĸ	0.00F
66.4	0.51C	0.00K	0.01C	0.93C	0.00ĸ	0.00F
53.2	0.32C	0.00K	0.00C	0.72C	0.00K	0.00F
45.5	0.23C	0.00K	0.00c	0.61C	0.00к	0.00F
34.1	0.13C	0.00K	0.00c	0.44C	0.00K	0.00F
22.7	0.05C	0.00K	0.00c	0.28C	0.00к	0.00F
11.4	0.01c	0.00K	0.00c	0.14C	0.00K	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
			• • • • • • • •			• • • • • • • • • •

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST ELEV	TOTAL AXIAL	SHEAR.w.r.t ALONG	.WIND.DIR ACROSS	MOMENT.w.r.1 ALONG	L.WIND.DIR ACROSS	TORSION
ft	kip	kip	kip	ft-kip	ft-kip	ft-kip
194.0						
	0.00 A	0.00 K	0.00 L	0.00 I	0.00 I	0.00 I
178.1	10.77 A	3.68 K	0.00 L	-45.62 D	0.01 1	0.00 F
1.0.1	10.77 E	3.68 E	0.00 н	-45.62 D	0.01 F	0.00 F
162.2	26.68 E	9.02 E	0.00 н	-167.19 D	0.03 F	0.01 F
102.2	26.68 в	9.02 н	0.00 в	-167.19 D	0.03 F	0.01 F
146.2	35.34 в	11.80 H	0.00 в	-352.11 D	0.05 F	0.02 F
140.2	35.34 E	11.86 L	-0.05 C	-352.20 F	0.13 F	0.02 I
1 4 1 7	36.62 E	11.95 L	-0.05 C	-412.35 L	0.15 L	0.03 F
141.7	36.64 D	11.97 C	-0.04 C	-412.37 L	0.18 L	0.03 F
407 7	39.13 D	12.27 C	-0.04 C	-605.82 C	0.63 C	0.05 F
127.5	39.13 C	12.25 C	0.04 K	-605.80 C	0.62 C	0.05 F
	41.92 C	12.58 C	0.04 K	-802.15 C	-1.11 к	0.08 F
113.2	41.92 C	12.57 C	0.04 K	-802.14 C	-1.11 к	0.08 F
00.0	45.01 C	12.93 C	0.04 K	-1001.56 C	-1.71 К	0.10 F
99.0	45.01 C	12.94 C	0.04 F	-1001.52 C	-1.76 к	0.10 F
00.7	47.87 C	13.10 C	0.04 F	-1090.32 c	- 1.98 к	0.11 F
92.7	47.87 C	13.08 C	0.05 K	-1090.30 C	-2.00 к	0.11 F
70 6	51.05 C	13.42 C	0.05 K	-1279.18 C	-2.65 К	0.13 F
79.6	51.05 C	13.42 C	0.06 K	-1279.17 C	-2.65 к	0.13 F
<i></i>	54.48 C	13.78 C	0.06 K	-1470.72 C	-3.42 к	0.14 F
66.4	54.48 C	13.78 C	0.06 K	-1470.72 C	-3.42 К	0.14 F
	58.17 C	14.15 C	0.06 K	-1665.19 C	-4.21 к	0.15 F
53.2	58.17 C	14.16 C	0.05 K	-1665.18 C	-4.21 К	0.15 F
45 5	62.71 C	14.38 C	0.05 K	-1781.12 C	-4.57 К	0.16 F
45.5	62.71 C	14.38 C	0.05 K	-1781.12 C	-4.57 К	0.16 F
74 1	66.18 C	14.70 C	0.05 K	-1953.12 C	-5.07 к	0.16 F
34.1	66.18 C	14.70 C	0.04 K	-1953.12 C	-5.08 к	0.16 F

base reaction	77.72 c	-15.62 C	-0.04 K	2479.38 C	6.53 K	-0.17 F
	77.72 C	15.62 C	0.04 K	-2479.38 C	-6.53 к	0.17 F
•	73.73 C	15.32 C	0.04 K	-2302.41 C	-6.05 K	0.17 F
11.4	73.73 C	15.32 C	0.04 K	-2302.41 C	-6.05 K	0.17 F
22.7	69.84 C	15.02 C	0.04 K	-2126.95 C	-5.57 к	0.17 F
	69.84 C	15.02 C	0.04 K	-2126.94 C	-5.57 К	

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL S	ATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00A	0.001	0.00к	0.001	YES	6.35A	45.2
170 00	0.01A	0.06D	0.00ĸ	0.06D	YES	8.41A	45.2
178.08	0.01E	0.06D	0.00E	0.06D	YES	8.41A	45.2
162.17	0.01E	0.14D	0.01E	0.15D	YES	10.46A	45.2
102.17	0.01B	0.14D	0.01н	0.15D	YES	10.46A	45.2
146.25	0.01B	0.22D	0.01H	0.23D	YES	12.52A	45.2
140.23	0.01E	0.16F	0.01L	0.17F	YES	8.95A	45.2
141.75	0.01E	0.18L	0.01L	0.19L	YES	9.39A	45.2
141.73	0.01D	0.19∟	0.01c	0.20L	YES	9.12A	45.2
127 50	0.01D	0.21C	0.01c	0.22C	YES	10.50A	45.2
127.50	0.01c	0.21c	0.01c	0.22C	YES	10.50A	45.2
112 25	0.01C	0.23C	0.01C	0.24C	YES	11.89A	45.2
113.25	0.01c	0.23C	0.01c	0.24C	YES	11.89A	45.2
99.00	0.01C	0.23C	0.01c	0.24C	YES	13.27A	45.2
	0.01c	0.23C	0.01c	0.24C	YES	13.27A	45.2
00 75	0.01C	0.23C	0.01c	0.24C	YES	13.88A	45.2
92.75	0.01c	0.25C	0.01c	0.26C	YES	13.52A	45,2
79.58	0.01C	0.24C	0.00c	0.25C	YES	14.80A	45.2
79.30	0.01C	0.24C	0.00c	0.25C	YES	14.80A	45.2
66.42	0.01C	0.24C	0.00c	0.25C	YES	16.08A	45.2
00.42	0.01c	0.24C	0.00c	0.25C	YES	16.08A	45.2
53.25	0.01C	0.24C	0.00C	0.25C	YES	17.35A	45.2
33.23	0.01c	0.24C	0.00C	0.25C	YES	17.35A	45.2
45.50	0.01C	0.24C	0.00c	0.25C	YES	18.11A	45.2
45.50	0.01c	0.25C	0.00c	0.26C	YES	17.75A	45.2
34.12	0.01C	0.25C	0.00C	0.26C	YES	18.86A	45.2
34.12	0.01c	0.25C	0.00c	0.26C	YES	18.86A	45.2
22.75	0.01C	0.25C	0.00C	0.26C	YES	19.96A	45.2
22.13	0.01c	0.25C	0.00C	0.26C	YES	19.96A	45.2
11.37	0.01C	0.25C	0.00C	0.26C	YES	21.06A	45.2
	0.01c	0.25C	0.00c	0.26C	YES	21.06A	45.2

0.00	0.01c ().25c 0.	.00c 0.26	SC YES	22.17A	45.2
MAXIMUM LOA	DS ONTO FOUN	DATION(w.r.	.t. wind dire	ection)		
DOWN	SHEAR.w.r.1 ALONG	.WIND.DIR ACROSS	MOMENT.w.r. ALONG	t.WIND.DIR ACROSS	TORSION	
kip	kip	kip	ft-kip	ft-kip	ft-kip	
77.72 C	15.62 C	0.04 K	-2479.38 C	-6.53 K	0.17 F	



SO#: 412285A Site Name: Ezel FN, KY Date: 10/18/2018

Round Base Plate and Anchor Rods, per ANSI/TIA 222-G

Pole Data

Diameter:	67.850	in (flat to flat)
Thickness:	0.5	in
Yield (Fy):	65	ksi
# of Sides:	18	"0" IF Round
Strength (Fu):	80	ksi

Reactions

Moment, Mu:	9751.04	ft-kips
Axial, Pu:	93.21	kips
Shear, Vu:	61.35	kips

Anchor Rod Data

Quantity:	26			
Diameter:	2.25	in	Anchor Rod Results	
Rod Material:	A615			
Strength (Fu):	100	ksi	Maximum Rod (Pu+ Vu/η):	247.5 Kips
Yield (Fy):	75	ksi	Allowable Φ*Rnt:	260.0 Kips (per 4.9.9)
BC Diam. (in):	75.25	BC Override:	Anchor Rod Interaction Ratio:	95.2% Pass

Plate Data

Diameter (in):

81

Dia. Override:

Base Plate Results

Thickness:	2.5	in	Base Plate (Mu/Z):	43.7 ksi	
Yield (Fy):	50	ksi	Allowable Φ*Fy:	45.0 ksi	(per AISC)
Eff Width/Rod:	8.28	in	Base Plate Interaction Ratio:	97.1% Pass	
Drain Hole:	2.625	in. diameter			
Drain Location:	31.75	in. center of pole to center of	of drain hole		
Center Hole:	55.5	in. diameter			

LPile for Windows, Version 2018-10.003
Analysis of Individual Piles and Drilled Shafts Subjected to Lateral Loading Using the p-y Method © 1985-2018 by Ensoft, Inc. All Rights Reserved
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Files Used for Analysis
Path to file locations: \Program Files (x86)\Ensoft\Lpile2018\files\
Name of input data file: 12285A.lp10
Name of output report file: 12285A.1p10
Name of plot output file: 112285A.1p10
Name of runtime message file: 12285A.1p10
Date and Time of Analysis
Date: October 18, 2018 Time: 17:35:04
Problem Title
Site : Ezel FN, KY
Fower : 195' Monopole
Prepared for : AT&T
Job Number : 412285 Revision A
Engineer : ARH
Program Options and Settings
Program Options and Settings Computational Options:
Program Options and Settings

- Deflectio - Maximum a	umber of iteration n tolerance for co llowable deflectio pile increments	nvergence	:	= = 1. = =	999 0000E-05 100.0000 100	in in		
Loading Type - Static lo	and Number of Cyc ading specified	les of Loading:						
- Analysis - No distri - Loading b - Input of - Computati - Push-over	y modification fac uses layering corr buted lateral load y lateral soil mov shear resistance a on of pile-head fo analysis of pile analysis of pile n	ection (Method o s are entered ements acting or t the pile tip r undation stiffne not selected	of Georgia n nile not	dis) selec	ted			
- Output fi - Report on and maxim - No p-v cu	 Output Options: Output files use decimal points to denote decimal symbols. Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file. No p-y curves to be computed and reported for user-specified depths Print using wide report formats 							
	Pile Stru	ctural Propertie	s and Geor	metry				
Number of pi Total length Depth of grou	le sections define of pile und surface below	d top of pile	:	=	1 30.500 0.5000	ft ft		
Pile diamete	rs used for p-y cu	rve computations	are defi	ned us	ing 2 poi	nts.		
the length o	re computed using f the pile. A summ	ary of values of	lues inter pile dia	rpolat meter	ed with c vs. depth	lepth over 1 follows.		
Point No.	Depth Below Pile Head feet	Pile Diameter inches						
1 2	0.000 30.500	96.0000 96.0000						
Input Struct	ural Properties fo	r Pile Sections:	_					
Pile Section	No. 1:							
	is a round drille	d shaft. bored p	ile. or C	IDH pi	le			
Length of Shaft Dia	section			_ [.] 3	0.500000 6.000000 0.0000	in		
	Ground	Slope and Pile E	Batter Ang	les				
Ground Slope	Angle			_	0 000	degrees		
diound stope	Angre			-	0.000	radians		
Pile Batter ,	Angle		:	=	0.000 0.000	degrees radians		
	Soil an	d Rock Layering	Informatio	 on				
The coil pro-	 file is modelled u	sing A lavors						
	tiff clay without							
•	from top of pile t from top of pile t unit weight at to unit weight at bo cohesion at top o cohesion at botto		er :	=	0.500000 6.500000 5.000000 5.000000 2000. 2000.	ft pcf pcf psf		

Epsilon-50 at top of layer Epsilon-50 at bottom of layer	=	0.007000 0.007000
Layer 2 is sand, p-y criteria by Reese et al., 1974		
Distance from top of pile to top of layer Distance from top of pile to bottom of layer Effective unit weight at top of layer Effective unit weight at bottom of layer Friction angle at top of layer Friction angle at bottom of layer Subgrade k at top of layer Subgrade k at bottom of layer		6.500000 ft 14.000000 ft 120.000000 pcf 120.000000 pcf 32.000000 deg. 32.000000 deg. 90.000000 pci 90.000000 pci
Layer 3 is sand, p-y criteria by Reese et al., 1974		
Distance from top of pile to top of layer Distance from top of pile to bottom of layer Effective unit weight at top of layer Effective unit weight at bottom of layer Friction angle at top of layer Friction angle at bottom of layer Subgrade k at top of layer Subgrade k at bottom of layer		34.000000 ft 125.000000 pcf 125.000000 pcf 38.000000 deg. 38.000000 deg. 225.000000 pc]
Layer 4 is sand, p-y criteria by Reese et al., 1974		
Distance from top of pile to top of layer Distance from top of pile to bottom of layer Effective unit weight at top of layer Effective unit weight at bottom of layer Friction angle at top of layer Friction angle at bottom of layer Subgrade k at top of layer Subgrade k at bottom of layer		50.500000 ft 125.000000 pcf 125.000000 pcf 38.000000 deg. 38.000000 deg. 225.000000 pcj

(Depth of the lowest soil layer extends 20.000 ft below the pile tip)

	Summa						
Layer	Soil Type	Layer	Effective	Undrained	Angle of	E50	
Layer	Name	Depth	Unit Wt.	Cohesion	Friction	or	kpy
Num.	(p-y Curve Type)	ft	pcf	psf	deg.	krm	pci
1	Stiff Clay	0.5000	115.0000	2000.		0.00700	
	w/o Free Water	6.5000	115.0000	2000.		0.00700	
2	Sand	6.5000	120.0000		32.0000		90.0000
	(Reese, et al.)	14.0000	120.0000		32.0000		90.0000
3	Sand	14.0000	125.0000		38.0000		225.0000
	(Reese, et al.)	34.0000	125.0000		38.0000		225.0000
4	Sand	34.0000	125.0000		38.0000		225.0000
	(Reese, et al.)	50.5000	125.0000		38.0000		225.0000

Static Loading Type
0,00

Static loading criteria were used when computing p-y curves for all analyses.

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load Load Condition Condition Axial Thrust Compute Top y No. Туре 1 2 Force, lbs vs. Pile Length ____ ____ ----____ 1 2 1 V = 81800.]bs 156016640. in-lbs 29752560. in-lbs М = 124280. NO 1 V = 15620. lbs м = 77720. No V = shear force applied normal to pile axis M = bending moment applied to pile head y = lateral deflection normal to pile axis S = pile slope relative to original pile batter angle R = rotational stiffness applied to pile head Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3). Thrust force is assumed to be acting axially for all pile batter angles. Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness Axial thrust force values were determined from pile-head loading conditions Number of Pile Sections Analyzed = 1 Pile Section No. 1: Dimensions and Properties of Drilled Shaft (Bored Pile): 30.500000 ft 96.000000 in 3.625000 in 42 bars 60000. psi 29000000. psi 7238. sq. in. 65.580904 sq. in. Length of Section Shaft Diameter = = Concrete Cover Thickness Number of Reinforcing Bars Yield Stress of Reinforcing Bars Modulus of Elasticity of Reinforcing Bars = = = = Gross Area of Shaft Total Area of Reinforcing Steel Area Ratio of Steel Reinforcement = = 65.580904 sq. in. 0.91 percent 5.116926 in 0.750000 in = Edge-to-Edge Bar Spacing Maximum Concrete Aggregate Size Ratio of Bar Spacing to Aggregate Size Offset of Center of Rebar Cage from Center of Pile = -6.82 = 0.0000 in ≃ Axial Structural Capacities: Nom. Axial Structural Capacity = 0.85 Fc Ac + Fy As Tensile Load for Cracking of Concrete Nominal Axial Tensile Capacity 31370.235 kips -3377.270 kips = _ -3934.854 kips _ Reinforcing Bar Dimensions and Positions Used in Computations: Bar Diam. Bar Bar Area Y Number inches sq. in. inches inches-1 1.410000 1.561450 43.670000 0.00000 2 1.410000 1.561450 43.182242 6.508676 3 1.410000 1.561450 41.729864 12.871958

4	1.410000	1.561450	39.345310	18.947703
4 5	1.410000	1.561450	36.081847	24,600187
6	1.410000	1.561450	32.012375	29,703143
7	1.410000	1.561450	27.227800	34,142581
8	1.410000	1.561450	21.835000	37.819329
8 9	1.410000	1.561450	15,954443	40.651257
10	1.410000	1.561450	9.717489	42.575102
11	1.410000	1.561450	3.263463	43.547890
12	1.410000	1.561450	-3.263463	43.547890
13	1.410000	1.561450	-9.717489	42.575102
14	1.410000	1.561450	-15.954443	40.651257
15	1.410000	1.561450	-21.835000	37.819329
16	1,410000	1.561450	-27.227800	34.142581
17	1.410000	1.561450	-32.012375	29,703143
18	1.410000	1,561450	-36.081847	24,600187
19	1.410000	1.561450	-39.345310	18,947703
20	1.410000	1.561450	-41.729864	12.871958
21	1.410000	1.561450	-43.182242	6.508676
22	1,410000	1.561450	-43.670000	0.00000
23	1,410000	1.561450	-43.182242	-6.508676
24	1.410000	1.561450	-41.729864	-12.871958
25	1.410000	1.561450	-39.345310	-18,947703
26	1.410000	1.561450	-36.081847	-24,600187
-				

$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 1.561450\\$	$\begin{array}{r} -32.012375\\ -27.227800\\ -21.835000\\ -15.954443\\ -9.717489\\ -3.263463\\ 3.263463\\ 9.717489\\ 15.954443\\ 21.835000\\ 27.227800\\ 32.012375\\ 36.081847\\ 39.345310\\ 41.729864\\ 43.182242\end{array}$	-29.703143 -34.142581 -37.819329 -40.651257 -42.575102 -43.547890 -43.547890 -42.575102 -40.651257 -37.819329 -34.142581 -29.703143 -24.600187 -18.947703 -12.871958 -6.508676
--	--	---	---

NOTE: The positions of the above rebars were computed by LPile Minimum spacing between any two bars not equal to zero = 5.117 inches between bars 1 and 42.

Ratio of bar spacing to maximum aggregate size = 6.82

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	-	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
1	77.720
2	124.280

Summary of Results for Nominal (Unfactored) Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003 or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
1	77.720	160044.521	0.00300000
2	124.280	161643.826	0.00300000

Note that the values of moment capacity in the table above are not factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.70).

The above values should be multiplied by the appropriate strength reduction factor to compute ultimate moment capacity according to ACI 318, Section 9.3.2.2 or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding bending stiffnesses computed for common resistance factor values used for reinforced concrete sections.

Axial	Resist.	Nominal	Ult. (Fac)	Ult. (Fac)	Bend. Stiff.
Load	Factor	Moment Cap	Ax. Thrust	Moment Cap	at Ult Mom
No.	for Moment	in-kips	kips	in-kips	kip-in^2
1	0.65	160045.	50.518000	104029.	3.7273E+09
2	0.65	161644.	80.782000	105068.	3.7686E+09
1	0.70	160045.	54.404000	112031.	3.7140E+09
2	0.70	161644.	86.996000	113151.	3.7528E+09
1	0.75	160045.	58.290000	120033.	3.5976E+09
2		161644.	93.210000	121233.	3.6389E+09

	Layerin	g Correction	Equivalent	Depths of So	il & Rock La	yers
Layer No.	Top of Layer Below Pile Head ft	Equivalent Top Depth Below Grnd Surf ft	Same Layer Type As Layer Above	Layer is Rock or is Below Rock Layer	F0 Integral for Layer lbs	F1 Integral for Layer lbs
1	0.5000	0.00	N.A.	NO	0.00	322560.
2	6.5000	8.2445	No	No	322560.	930384.
3	14.0000	12.8440	Yes	NO	1252944	5573770.
4	34.0000	33,5000	No	No	6826714.	N.A.

Notes: The FO integral of Layer n+1 equals the sum of the FO and F1 integrals for Layer n. Layering correction equivalent depths are computed only for soil types with both shallow-depth and deep-depth expressions for peak lateral load transfer. These soil types are soft and stiff clays, non-liquefied sands, and cemented c-phi soil.

Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs
Load Type 2: Load $1 =$ Shear, V, lbs, and Load $2 =$ Slope, S, radians
Load Type 3: Load $1 =$ Shear, V, lbs, and Load $2 =$ Rot. Stiffness, R, in-lbs/rad.
Load Type 4: Load $1 = Top$ Deflection, y, inches, and Load $2 = Moment$, M, in-lbs
Load Type 5: Load $1 =$ Top Deflection, y, inches, and Load $2 =$ Slope, S, radians

Load Load Case Type No. 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Deflection	Pile-head Rotation radians	in Pile	Max Moment in Pile in-lbs
1 V, 1b 2 V, 1b		M, in-1b M, in-1b	1.56E+08 2.98E+07	124280. 77720.		-0.02075 -5.77E-04		

Maximum pile-head deflection = 2.2599146353 inches Maximum pile-head rotation = -0.0207517111 radians = -1.188985 deg.

The analysis ended normally.

1807.3.2.1 (2009 IBC, 2012 IBC, & 2015 IBC)

Moment (ft·k)	9,751.04
Shear (k)	61.35

8
0.5
30
420.00

Caisson diameter (ft) Caisson height above ground (ft) Caisson height below ground (ft) Lateral soil pressure (lb/ft²)

Ground to application of force, h (ft) Applied lateral force, P (lb) Lateral soil bearing pressure, S₁ (lb/ft) Diameter, b (ft) A

Minimum depth of embedment, d (ft)

$$\frac{159.44}{61,350} \\
4,200.00 \\
8 \\
4.27 = (2.34P)/(S_1b) \\
29.47 = 0.5A[1 + (1 + (4.36h / A))^{1/2}]$$

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

195' Monopole AT&T Ezel FN, KY (412285) 10/18/18 ARH

Factored Moment (ft-kips)9751.04Factored Axial (kips)93.21Factored Shear (kips)61.35Bearing Design Strength (ksf)11.25Water Table Below Grade (ft)999	
Factored Shear (kips)61.35Bearing Design Strength (ksf)11.25Max. Net Bearing Press. (ksf)7.69	
Bearing Design Strength (ksf) 11.25 Max. Net Bearing Press. (ksf) 7.69	
Water Table Below Grade (ft) 999	
Width of Mat (ft) 30.5 Allowable Bearing Pressure (ksf) 5.00	
Thickness of Mat (ft) 2 Safety Factor 3.00	
Depth to Bottom of Slab (ft) 6 Ultimate Bearing Pressure (ksf) 15.00)
Quantity of Bolts in Bolt Circle 26 Bearing Φs 0.75	
Bolt Circle Diameter (in) 75.25	
Top of Concrete to Top	
of Bottom Threads (in) 60	
Diameter of Pier (ft) 9 Minimum Pier Diameter (ft) 7.60	
Ht. of Pier Above Ground (ft) 0.5 Equivalent Square b (ft) 7.98	
Ht. of Pier Below Ground (ft) 4 Square Pier? (Y/N) N	
Quantity of Bars in Mat 64	
Bar Diameter in Mat (in) 1.128	
Area of Bars in Mat (in ²) 63.96	
Spacing of Bars in Mat (in) 5.70 Recommended Spacing (in) 5 to 1	2
Quantity of Bars Pier 60	
Bar Diameter in Pier (in)	
Tie Bar Diameter in Pier (in) 0.625	
Spacing of Ties (in) 12	
Area of Bars in Pier (in ²) 47.12 Minimum Pier A_s (in ²) 45.80	
Spacing of Bars in Pier (in) 5.22 Recommended Spacing (in) 5 to 1	2
f'c (ksi) 4.5	
fy (ksi) 60	
Unit Wt. of Soil (kcf) 0.125	
Unit Wt. of Concrete (kcf) 0.15	
70.51	
Volume of Concrete (yd ³) 79.51	
Two-Way Shear Action:	
Average d (in) 19.872	
φv _c (ksi) 0.227 v _u (ksi) 0.198	З
$\phi v_{\rm c} = \phi (2 + 4/\beta_{\rm c}) {\rm f'_{\rm c}}^{1/2} \qquad 0.342$	
$\phi v_{c} = \phi(\alpha_{s} d/b_{o} + 2) f'_{c}^{1/2}$ 0.227	
$\phi v_{c} = \phi 4 f'_{c}^{1/2}$ 0.228	
Shear perimeter, b_o (in) 401.72	
β_{c} 1	
One-Way Shear:	
ϕV_{c} (kips) 829.4 V_{u} (kips) 565.1	2
Stability:	
Overturning Design Strength (ft-k) 11433.0 Total Applied M (ft-k) 10149	.8

Pier Design:			
φV _n (kips)	1069.5	V _u (kips)	61.4
$\phi V_c = \phi 2(1 + N_u / (2000A_g)) f'_c^{1/2} b_w d$	1069.5		
V _s (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	2503.8
Maximum Spacing (in)	6.78	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.74	Req'd Hook Development I _{dh} (in)	12.17
		*** Ref. To Spacing Requirements ACI	11.5.4.3
Flexure in Slab:			
φM _n (ft-kips)	5324.8	M _u (ft-kips)	5303.9
a (in)	2.74		
Steel Ratio	0.00879		
β1	0.825		
Maximum Steel Ratio (pt)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	132.14	Required Development in Pad (in)	30.10
Condition	1 is OK, 0 Fails		
Maximum Soil Bearing Pressure	1		
Pier Area of Steel	1		
Pier Shear	1		
Interaction Diagram Visual Check Two-Way Shear Action			
One-Way Shear Action	1		
Overturning	1		
Flexure	1		
Steel Ratio	1		
Length of Development in Pad	1		
Hook Development	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 ID Name
- Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

Address/City/Contact Utility Type Status

Search

▼ Active ▼

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	С	San Francisco	CA
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	IJ
View	44451184	Alltel Communications, LLC	Cellular	А	Basking Ridge	NJ
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	ОН
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4108750	Blue Jay Wireless, LLC	Cellular	C	Carrollton	ΤX
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	В	Hiawatha	IA

Utility Master Information – Search

	· .	ounty Master mormation – Search				
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	L
View	4106600	Cintex Wireless, LLC	Cellular	D.	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Celiular	A	Portland	OR
√iew	4106400	Credo Mobile, Inc.	Cellular	В	San Francisco	CA
∕iew _	4108850	Cricket Wireless, LLC	Cellular	D	San Antonio	ΤX
/iew	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KΥ
/iew.	4111200	Dynalink Communications, Inc.	Cellular	С	Brooklyn	NY
/iew	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	ĶΥ
√iew	4010775011	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
√iew	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	ŢΝ
/iew]	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
√iew		France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
√iew	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Giobalstar USA, LLC	Cellular	В	Covington	LA
المعتقد فتعمد فست		Google North America Inc.	Cellular	A	Mountain View	CA
view.]	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
∕iew	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
/iew]		GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	UЛ
View	4103100	i-Wireless, LLC	Cellular	A	Newport	KY
√iew	4 11 99 81 11 1	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	СИ
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY'
View	10681	Kentucky RSA #4 Cellular General	Cellular	<u> </u>	Elizabethtown	КY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
√iew	4111250	Liberty Mobile Wireless, LLC	Cellular	С	Sunny Isles Beach	
View	4111400	Locus Telecommunications, LLC	Cellular	С	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
	440-000	Lycamobile USA, Inc.	Cellular	D	Newark	ŊJ
View	4107300	Lycamobile OSA, Inc.	Contaitai	-	Iteriaric	L

Utility Master Information -- Search

		Utility Master Information Search				
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	Ą	San Antonio	тх
View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	ЮJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
		NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
transie de la company		OnStar, LLC	Cellular	A	Detroit	ΜI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	ТХ
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	он
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Ċellular	A	Covington	GA
View	4111350	Q LINK MOBILE LLC	Cellular	С	Dania Beach	FL
View	4106700	Q Link Wireless, LLC	Cellular	В	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular	С	Culver City	CA
View		Rural Cellular Corporation	Cellular		Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View		SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
Vièw	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	ĹΝ
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	ΤХ
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	ТХ
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
	4100050	The People's Operator USA, LLC	Cellular	П	New York	NY
View	4109950	The reopie's Operator USA, LLC	Conjular		Herr Fork	

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Utility Master Information - Search

		Offind master intornation - Search			· ·	•
View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	ŊJ
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	Α	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	D	Lone Tree	со
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

* Federal Airways & Airspace * Summary Report: New Construction * Antenna Structure Airspace User: Not Identified File: Ezel FN Location: West Liberty, KY Latitude: 37°-52'-06.98" Longitude: 83°-24'-43.88" SITE ELEVATION AMSL.....1139 ft. STRUCTURE HEIGHT.....199 ft. OVERALL HEIGHT AMSL.....1338 ft. SURVEY HEIGHT AMSL.....1338 ft. NOTICE CRITERIA FAR 77.9(a): NNR (DNE 200 ft AGL) FAR 77.9(b): NNR (DNE Notice Slope) FAR 77.9(c): NNR (Not a Traverse Way) FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for 913 FAR 77.9: NNR (No Expected TERPS® impact JKL) FAR 77.9(d): NNR (Off Airport Construction) NR = Notice Required NNR = Notice Not Required PNR = Possible Notice Required (depends upon actual IFR procedure) For new construction review Air Navigation Facilities at bottom of this report. Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI. OBSTRUCTION STANDARDS FAR 77.17(a)(1): DNE 499 ft AGL FAR 77.17(a)(2): DNE - Airport Surface FAR 77.19(a): DNE - Horizontal Surface FAR 77.19(a): DNE - Conical Surface FAR 77.19(c): DNE - Conical Surface FAR 77.19(c): DNE - Primary Surface FAR 77.19(d): DNE - Approach Surface FAR 77.19(e): DNE - Approach Transitional Surface FAR 77.19(e): DNE - Abeam Transitional Surface VFR TRAFFIC PATTERN AIRSPACE FOR: 913: WEST LIBERTY Type: A RD: 47912.52 RE: 897 FAR 77.17(a)(1): DNE

FAR 77.17(a)(2): Does Not Apply. VFR Horizontal Surface: DNE VFR Conical Surface: DNE VFR Primary Surface: DNE VFR Approach Surface: DNE VFR Transitional Surface: DNE VFR TRAFFIC PATTERN AIRSPACE FOR: JKL: JULIAN CARROLL Type: A RD: 101727.7 RE: 1380.8 FAR 77.17(a)(1): DNE
FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conjugal Surface: DNE VFR Conical Surface: DNE VFR Primary Surface: DNE VFR Approach Surface: DNE VFR Transitional Surface: DNE TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4) FAR 77.17(a)(3) Departure Surface Criteria (40:1) DNE Departure Surface MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA) FAR 77.17(a)(4): DNE - No Airway Found PRIVATE LANDING FACILITIES No Private Landing Facilites Are Within 6 NM AIR NAVIGATION ELECTRONIC FACILITIES GRND FAC STDIST DELTA APCH TYPE AT FREQ VECTOR (ft) ELEVA ST LOCATION IDNT ANGLE BEAR _____ _____ ___ KJKL RADAR WXL Y 164.2 105153 -114 KY JACKSON -.06 ECB VORTAC I 110.4 53.74 179070 +268 KY NEWCOMBE .09 AZQ VOR/DME I 111.2 166.09 179108 +95 KY HAZARD .03

CFR Title 47, §1.30000-§1.30004 AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station. Movement Method Proof as specified in §73.151(c) is not required. Please review 'AM Station Report' for details.

No AM Stations were located within 3.0 km.

Airspace® Summary Version 18.3.498

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05-09-2018 09:24:12

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EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION

Cody Knox

From:	Houlihan, John F (KYTC) <john.houlihan@ky.gov></john.houlihan@ky.gov>
Sent:	Tuesday, May 08, 2018 7:29 AM
To:	Cody Knox
Subject:	RE: AT&T KAZC permit determination - Ezel FN

No permit is required from the KAZC.

Just a reminder, any construction equipment exceeding 200 feet above ground level will require a Temporary Structure Permit from the KAZC.

Thank you

Kentucky Airport Zoning Commission (KAZC) John Houlihan, Administrator Department of Highways, District Six 421 Buttermilk Pike Covington, KY 41017 Office 859-341-2700, Desk 859-341-2707 Ext. 292, Cell 502-330-3955

KAZC webpage: https://transportation.ky.gov/Aviation/Pages/airportzoning.aspx

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From: Cody Knox <<u>cknox@integrisite.net</u>> Sent: Monday, May 07, 2018 5:21 PM To: Houlihan, John F (KYTC) <<u>John.Houlihan@ky.gov</u>> Cc: GLASGOW, MARIE <<u>marie.glasgow@mastec.com</u>>; MILANA, STEVEN <<u>steven.milana@mastec.com</u>>; Wayne Barnett <<u>wbarnett@integrisite.net</u>>; Roy Johnson <<u>rjohnson@johnsonpm.com</u>>; Matt Hill <<u>Joseph.Hill2@mastec.com</u>>; Sam Astrahan <<u>Sam.Astrahan@mastec.com</u>> Subject: AT&T KAZC permit determination - Ezel FN

John,

AT&T is proposing to construct a new tower per the specifications below. Can you confirm if a KAZC permit is required?

Project Name: Ezel FN Latitude: 37 52 06.988 N Longitude: 83 24 43.883 W GE: 1,138.6' Tower height including lightning arrestor: 199' Overall height: 1,337.6'

Thank you,

Cody Knox Integrisite, Inc. 214 Expo Circle, Suite 4 West Monroe, LA 71292 318-355-6599

EXHIBIT G GEOTECHNICAL REPORT



ENVIRONMENTAL CORPORATION OF AMERICA

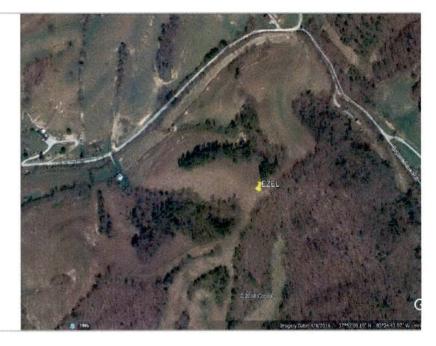
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

Geotechnical Investigation

Ezel FN

209 Bryant Fork Road Ezel, Morgan County, Kentucky

ECA Project No. U3098



SUBMITTED TO:

SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, AL 35244

PREPARED BY:

Environmental Corporation of America 1375 Union Hill Industrial Court, Suite A Alpharetta, GA 30004



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

October 10, 2018

SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, AL 35244

Attention: Mr. Jeremy Sharit

Subject: Geotechnical Investigation Report Ezel FN 209 Bryant Fork Road Ezel, Morgan County, Kentucky ECA Project No. U3098

Dear Mr. Sharit:

Environmental Corporation of America (ECA) is pleased to submit this report of our geotechnical investigation for the proposed project. Our services were provided as authorized by SMW Engineering Group, Inc., via an email approval dated September 28, 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 Site Location Map, a Boring Location Plan, a Boring Log, and Laboratory Testing Results.

Purpose and Scope of Work

The purpose of this investigation was to obtain specific subsurface data at the site and to provide geotechnical-related parameters for the design and construction for the foundations for a monopole tower.

Our scope of work included the following:

- One (1) soil test boring was drilled to a depth of 50 feet below the ground surface (bgs). Figure 1 shows the Site Location Map. Figure 2 shows the Boring Location Plan. Standard penetration tests (SPTs) were conducted to obtain soil samples and SPT N-values, in accordance with ASTM D-1586.
- The depth to groundwater, if any, was measured in the boring after drilling was completed.

• The soil samples were visually classified in accordance with ASTM D-2488 and a boring log was prepared. The soil conditions were evaluated by a registered professional engineer and this geotechnical report was prepared with our recommendations.

Natural moisture content measurements were conducted on selected soil samples in accordance with ASTM D-2216. We have recommended design parameters and settlements based on the SPT N-values, an examination of the soil samples, and our experience with similar soil conditions and structures. Laboratory testing results are shown in Appendix C.

Project Information

We were provided with a project site survey prepared by SMW Engineering Group, Inc., and dated March 19, 2018. The proposed tower would be located at 209 Bryant Fork Road near Ezel, Morgan County, Kentucky. In general, the proposed tower compound would be located within a hilly terrain with surface elevations ranging between 1,120 to 1,139 feet Above Mean Sea Level (AMSL) within the proposed 10,000 (100-foot by 100- foot) square foot lease area. The ground surface within the proposed lease area is covered with low grass.

We understand that plans include constructing a 199-foot tall monopole tower, approximately as shown on Figure 2 in Appendix A. We assume that the equipment building/cabinet will be a pre-fabricated structure supported on a perimeter grade beam, spread footing or turndown slab. The project also includes the construction of a 30-foot wide ingress/egress and utility easement.

Field Drilling Work

The fieldwork was conducted on October 3, 2018. Information obtained from the boring was used to help us evaluate the subsurface conditions and to assist in formulating our recommendations. The site was staked at the time of our site visit.

Local Geology and Subsurface Soil Conditions (Boring B-1)

The geology of the site is best described by the Geological Map of State of Kentucky, Kentucky Geological Survey, and the U.S. Geological Survey, as being within Pikeville and Hyden Formations with shale, siltstone, and sandstone. The subsurface conditions were explored with one soil test boring, drilled approximately as shown on Figure 2.

In general, from ground surface and extending to the depth full depth drilled of 50 feet below ground surface (bgs), soils encountered consisted of stiff to very stiff silty Clay with trace amounts of sand and weathered rock fragments to an approximate depth of 6 feet, underlain by very compact dense fine silty Sand with trace amounts of weathered rock fragments (Sandstone) to an approximate depth of 13 feet, underlain by very compact dense broken weathered rock fragments (Sandstone) with trace amounts of fine silty Sand to the explored depth of 50 feet. The soils were classified as CL, SM, and Weathered Rock fragments soil/rock types based on the

Unified Soil Classification System (USCS) and the Caltrans Soil and Rock Logging, Classification, and Presentation Manual

The N-values are shown on the attached boring log and initially ranged from 14 to over 50 blows per foot (bpf) for the upper silty clay and silty sand layers, and with over 50 bpf for the lower weathered rock fragments layers. Natural moisture content (WC_N) measurements were conducted on selected soil samples and ranged from 4.5% to 18.7%.

Groundwater Level Conditions

A groundwater level was not encountered at the time of drilling (ATD). It should be noted that groundwater level observations made within mostly cohesive soils during drilling could be misleading. It should be anticipated that the groundwater level will fluctuate due to seasonal climatic changes during the year. To determine actual groundwater level measurements, groundwater levels should be measured using observation wells installed for prolonged periods.

Foundation Construction Recommendations

Tower Foundations

The subsurface conditions are suitable for the support of the proposed tower using either a shallow foundation system or a deep foundation system.

Shallow Foundation System

The proposed tower may be supported using either a pad and pier or a mat foundation, the soils are capable of a maximum net allowable soil bearing pressure (q_{ALL}) of 5,000 pounds per square foot (psf) at a minimum depth of foundation (D_f) of 6.0 feet below finish grade elevation. Total and differential settlement should be less than 1-inch and $\frac{1}{2}$ -inch, respectively. The proposed shallow foundation should bear within the existing very compact dense silty sand (SM).

A safety factor (SF) of 3, a wet soil unit weight (γ_{wet}) of 125 pounds per cubic foot (pcf), and a minimum width (B) of foundation of 20 feet should be considered for soil bearing computations.

Deep Foundation System

Based on our review of the subsurface soil conditions encountered in the boring, we offer the	e
following average soil parameters for the design of the new tower.	

Depth (feet)	Unit Weight *(y _{wet}) (pcf)	Friction Angle (φ) (deg)	Soil Cohesion (S _u) (psf)	Kp	Allowable Skin Friction (f _S) (psf)	Allowable Bearing Pressure (q _{ALL}) (psf)	Soil Modulus K _H (pci)
. 0-6	115.	0	2,000	1.00	510	3,000	200
6-13.5	120	32	0	3.25	280	4,500	300
13.5-33.5	125	38	0	4.20	845	7,500	520
33.5-50	125	38	0	4.20	1,495	10,000	690

soil bearing pressure (q_{ALL}). *Below the groundwater level designer should consider the buoyant unit weight (γ_b) = $\gamma_{wet} - \gamma_{water}$. For K_A calculation project designer, should consider K_A=1/K_P.

The proposed drilled shaft should be design using a combination of soil friction and point bearing forces. Total drilled shaft foundation settlement should be limited to 0.50-inch or approximately 0.60% of the drilled shaft diameter (D). Final shaft diameter (D) and embedment length (L) will depend upon final tower loading conditions. Drilled shaft lateral deflection should not exceed a maximum value of 0.25-inch. ECA recommends placing the bottom of foundation between 29 and 34 feet or deeper, as required by the tower structural loading.

For these foundations ECA recommends a minimum concrete strength (f_c) of 4,000 psi with a corresponding mix design slump between 4 and 8 inches.

As an alternative and based on the existing soil conditions, project designer may consider using multiple drilled piers under a mat foundation. Drilled pier diameter may range from 24 to 36 inches. The following table presents the relationship between the ultimate drilled pier compression load capacity, pile diameter (Diam.), and embedment length (L).

Embedment Length (L)		r Compression Load Cap I Pier Diameter (Diam.) (i	
(feet)	24-inches	30-inches	36-inches
40	1,135	1,655	2,275
45	1,285	1,870	2,565
50	1,355	1,970	2,695

Building Foundations

The proposed equipment building can be supported on a perimeter grade beam, spread footing or turndown slab foundation. For the design of the building foundation the soils are capable of a maximum net allowable soil bearing pressure (q_{ALL}) of 2,000 psf. A minimum depth of foundation (D_f) of 1.5 feet below final grades should be considered. Total and differential settlements should be less than 1/2-inch and 1/4-inch, respectively.

For the design of floor concrete slabs, the designer may consider a modulus of subgrade reaction (K_s) of 200 kips/ft³ or 115 pounds per cubic inch (pci). Bearing pad should be prepared and compacted prior to placing any concrete. Contractors should verify the Fill Placement section of this report.

Soil Site Class

Based on our site evaluation and the information provided by the International Building Code (2009), to perform a dynamic analysis the clients design engineer should consider that the soils at the site fall under Very Dense Soil and Soft Rock and Site Class C.

Foundation Excavations

A groundwater level was not encountered within the depths drilled. Therefore, prospective contractor *would not need to consider* excavation dewatering.

Since very compact dense weathered rock fragments were encountered at the site, drilled shaft construction should be accomplished using specialized equipment.

To avoid softening of the shallow soils exposed at the foundation bearing level, excavations should not be left open for extended periods prior to placing reinforcing steel and concrete. If rain or freezing weather is expected, excavations should not be completed. Leaving the excavations at least 1-foot above final grade should protect the bearing soils from deterioration.

If the excavation must remain open overnight or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 2 to 4-inch thick "mud-mat" of "lean" (2,000 psi) concrete be placed on the bearing soils before the placement of reinforcing steel. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete.

Fill Placement

If required, borrow materials for fill, **unless otherwise specified**, should consist of essentially granular material (GM, GP, GM, GC, SW, SP or SM Unified Soil Classification System); A-2-6 or better, AASHTO Classification, as approved by the **Project Geotechnical Engineer**. <u>In situ</u> <u>soils should not be used as backfill</u>. These should be free from vegetation and should not contain rocks greater than 6 inches in size. The recommended backfill material should have a plasticity index (PI) equal to or less than 15 (PI \leq 15) and a liquid limit less than (LL<40). The recommended backfill should be free from vegetation and should not contain rocks greater than 6

The amount of fill required for this project depends on the planned final grades, but we expect it to be minimal. Any fill or backfill required to attain finished grade should be placed in layers not exceeding 8 to 10-inch thick lifts and compacted to not less than 95% of the Modified Proctor Maximum dry density, as determined by method (ASTM D-1557). The soil moisture content should be close to the optimum moisture content. All required fill should meet the specified compaction criteria.

Field density tests should be conducted at routine intervals as the fill is being placed to verify that adequate compaction is achieved. Prior to placing any new fill, any soft or loose near surface soils should be removed and the area Proof-Rolled with a heavy vehicle or a heavy compaction vibratory roller to confirm that any unsuitable soil conditions have been discovered.

ECA does not know the capability of the surficial soil to support pavements. However, we suggest that the upper soils be replaced by granular fill in areas of heavy traffic to improve the subgrade support capabilities and moisture sensitivity.

Stability of Excavations

Proposed project excavation depths for foundation construction must not exceed those specified by either local, state or federal safety regulations. At a minimum, excavation safety standards created by OSHA (Occupational and Safety Health Administration) and the OSHA 29 CFR Part 1926 regulation should be enforced. Project excavations should be sloped as necessary, but in general not steeper than 1.5 to 1 (Horizontal to Vertical) to prevent any possible slope failure.

Basis for Recommendations

The subsurface conditions encountered at the boring location is shown on the Boring Log in Appendix B. The Boring Log represents our interpretation of the subsurface conditions based on the field logs and visual examination of field samples by an engineer. The lines designating the interface between various strata on the Boring Log represents the approximate interface locations. In addition, the transition between strata may be gradual. The water level shown on the Boring Log, if any, represents the condition only at the time of our exploration.

The recommendations contained herein are based in part on project information provided to us and only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional information is available, please let us know so that we may review the validity of our recommendations.

Regardless of the thoroughness of a geotechnical investigation, there is always a possibility that conditions between borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve the problems created. ECA is best qualified to provide this service based on our familiarity with the project, the subsurface conditions, and the intent of the recommendations and design.

We wish to remind you that we will store the soil samples for 30 days. The samples will then be discarded unless you request otherwise.

We will be happy to discuss our recommendations with you and look forward to providing the additional studies or services necessary to complete this project. We appreciate the opportunity to be of service. Please call us with any questions at (770) 667-2040.

Sincerely, Environmental Corporation of America

WINNING TE OF

Héctor A. Acosta, M.S.C.E., P.E. Principal Geotechnical Engineer State of Kentucky Reg. No. 31144

Appendix A Figures Appendix B Boring Log Appendix C Laboratory Testing Results

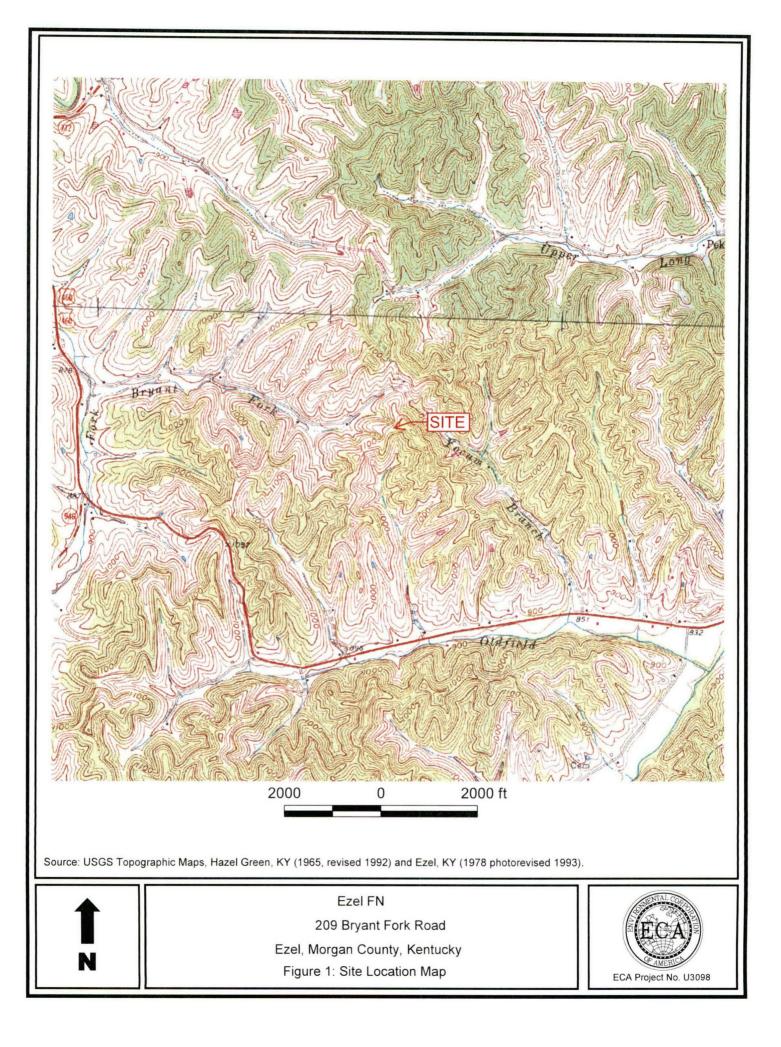
Athulya Balakrishnan Project Engineer

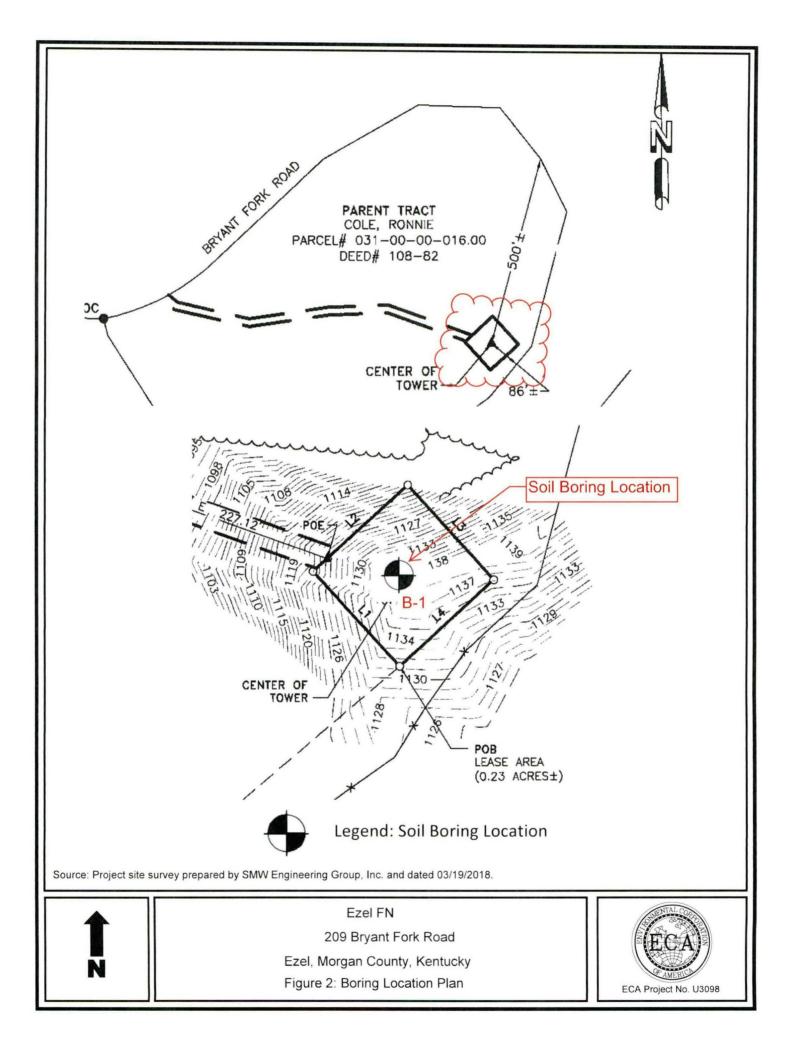
APPENDIX A

Figures

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APPENDIX B

Boring Log

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and Date Measured		Environmental Corp of America 1375 Union Hill Industrial Ct. Suite-A Alpharetta, GA 30004 (770) 667-2040 Logged By A. Balakrishnan Drill Bit Size/Type 2.25 inches Drilling Contractor South Drilling South Drilling Sampling Method(s) SPT Location Ezel, Morgan County, Kentucky	Log of Boring B-1 Sheet 1 of 1 Checked By H. Acosta Total Depth of Borehole 50 feet bgs Approximate Surface Elevation 1,139 feet A.M.S.L. Hammer 140 Lbs Hammer
Project Number: U3 Date(s) Drilled 10/3/2018 Drilling Method HSA Drill Rig Type B-47 Type B-47 Groundwater Level and Date Measured Not En	098	Alpharetta, GA 30004 (770) 667-2040	Sheet 1 of 1 Checked By H. Acosta Total Depth of Borehole 50 feet bgs Approximate Surface Elevation 1,139 feet A.M.S.L.
Date(s) Drilled 10/3/2018 Drilling Method Drill Rig Type B-47 Type Groundwater Level and Date Measured Not En		Logged By A. Balakrishnan Drill Bit Size/Type Drilling Contractor Sampling Method(s)	Total Depth of Borehole 50 feet bgs Approximate Surface Elevation 1,139 feet A.M.S.L.
Drilling Method HSA Drill Rig Type B-47 Groundwater Level and Date Measured Not En	countered	Drill Bit Size/Type 2.25 inches Drilling Contractor South Drilling Sampling Method(s) SPT	Total Depth of Borehole 50 feet bgs Approximate Surface Elevation 1,139 feet A.M.S.L.
Method HSA Drill Rig Type B-47 Groundwater Level and Date Measured Not En	countered	Size/Type 2.25 inches Drilling Contractor South Drilling Sampling Method(s) SPT	Approximate Surface Elevation 1,139 feet A.M.S.L.
Type Groundwater Level and Date Measured Not En	countered	Contractor South Drilling Sampling Method(s) SPT	Surface Elevation 1,139 feet A.M.S.L.
and Date Measured NOLEI		Method(s) SF1	Hammer 140 Lbo Hammer
		Location Ezel, Morgan County, Kentucky	Data 140 LDS Hammer
Borehole Backfill			
Depth (feet) Sample Number Sample Type Sampling Resistance,	SPT N-Values		Material Type USCS Symbol Water Content (%) qu (tsf) qu (tsf) Spring Tester LL (%) PI (%)
1 X 6-6	-8 14	_ Yellowish brown stiff silty Clay, trace _ _ sand, moist _	CL
5 ² X 8-11	-14 25	Same as above, very stiff, trace	CL 18.7
3 _ 50/3	3" 50/3"	Yellowish brown, very compact dense fine silty Sand, trace weathered rock	SM 94414 6.4
4 5 0/2	2" 50/2"	- fragments, dry (Sandstone) Same as above, very compact dense, dry	SM 5.9
15 5 5 0/3	3" 50/3"	Yellowish brown, very compact dense broken weathered rock fragments with fine silty Sand, dry (Sandstone)	
20- - 6 5 0/2	2" 50/2"	- Same as above, very compact dense,	
25 - 50/	1" .50/1"	Same as above, very compact dense,	
8 5 0/3 30	3" 50/3"	Same as above, very compact dense,	
9 5 0/; 35 - 50/;	2" 50/2"	Same as above, very compact dense, dry	
	1" 50/1"	Light grey, very compact dense	
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	2" 50/2"	Same as above, very compact dense, dry	
	1" 50/1"	Same as above, very compact dense,	4.9
		End of Boring at 50 feet.	



F:\PROJECT\2018proj\U3075 - U3099\U3098\Boring B1_Ezel FN_U3098.bg4[ECA Temp.tpl]

Project: Ezel FN				Environmental Corp of America				Key to Log of Boring								
	Project Location: Ezel, KY				1375 Union Hill Industrial Ct. Suite-A Alpharetta, GA 30004				Sheet 1 of 1							
Project Number: U3098				(770) 667-2040												
	Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N-Values	Rec (%) / RQD (%)	MÂTE	RIAL	DESCRIPTION	Material Type	USCS Symbol	Water Content (%)	qu (tsf)	qu (tsf)- Spring Tester	rr (%)	PI (%)
ŀ	1	2	3	4	5	6		<u>.</u>	7	8	9	10	11	12	13	14
	COLUMN DESCRIPTIONS IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the ground surface. IDepth (feet): Depth in feet below the depth interval shown. IDepth (feet): Depth in feet below the boring log. IDepth (feet): SPT N-Values: IS SPT N-Values: ID Rec (%) / ROD (%): Core Recovery (%) and RQD (%). IMATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text. ID Material Type: Type of material encountered. FIELD AND LABORATORY TEST ABBREVIATIONS CHEM: Chemical tests to assess corrosivity COMP: Compaction test L1: Liquid Limit, percent WATERIAL GRAPHIC SYMBOLS															
F:\PROJECT\2018proj\U3075 - U3099\U3098\Boring B1 Ezel FN U3098.bg4[ECA Temp.tpl]	TYPICAL SAMPLER GRAPHIC SYMBOLS OTHER GRAPHIC SYMBOLS Auger sampler Grab Sample Bulk Sample HQ Rock Core 3-inch-OD California w/ 2.5-inch-OD Modified CAL Sampler Shelby Tube (Thin-walled, Triange in material properties within a stratum CME Sampler NQ Rock Core NQ Rock Core NQ Rock Core Shelby Tube (Thin-walled, Triange in material properties within a stratum TYPICAL SAMPLER Sampler NQ Rock Core NQ Rock Core Inferred/gradational contact between strata CME Sampler NQ Rock Core Solid classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests. 2: Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.															
::/PROJECT/2018p																



APPENDIX C

Laboratory Testing Results

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APPENDIX C Laboratory Testing Results Environmental Corporation of America (ECA)

Site Name: Ezel FN

ECA Project No. U3098

Sample No.	Sample Depth (feet)	Moisture Content (%) ASTM D-2216	Soil Classification ASTM D-2488
2	3.5-6	18.7	CL
3	6-8	6.4	SM
4	8-10	5.9	SM
5	13.5-15	7.0	Weathered Rock Fragments
7	23.5-25	6.7	Weathered Rock Fragments
9	33.5-35	6.6	Weathered Rock Fragments
10	38.5-40	4.5	Weathered Rock Fragments
12	48.5-50	4.9	Weathered Rock Fragments

EXHIBIT H DIRECTIONS TO WCF SITE

.

Driving Directions to Proposed Tower Site

- 1. Beginning at 450 Prestonsburg Street, West Liberty, Kentucky, head west (toward Main Street) and travel approximately 0.2 miles.
- 2. Turn left onto US-460 W / Main Street and travel approximately 13.1 miles.
- 3. Make a sharp right onto Bryan Fork Road and travel approximately 1.3 miles.
- 4. The site is on the right at 209 Bryant Fork Road, Ezel, KY. The site coordinates are:
 - a. North 37 deg 52 min 06.988 sec
 - b. West 83 deg 24 min 43.883 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: Lexington Cell Site Number: ______ Cell Site Name: Ezel FN Fixed Asset Number: 12719588

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 Ronnie Cole and Honna Lou Cole, a married couple, having a mailing address of 209 Bryant Fork Road, Ezel, KY 41425 ("Landlord") and New Cingular Wireless PCS. LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE. Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 209 Bryant Fork Road, in the County of Morgan, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. <u>OPTION TO LEASE.</u>

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

(b)During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of the sum

no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

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

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

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

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

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

3. <u>TERM.</u>

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5^{th}) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. <u>**RENT.</u>**</u>

(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 **Sector** (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

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

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

5. <u>APPROVALS.</u>

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

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

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

6. **<u>TERMINATION.</u>** 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. <u>INSURANCE.</u>

(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 second second second second 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, domand, 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. <u>INTERFERENCE.</u>

(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, 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 indemnify Landlord from, and to assume all duties, responsibilities 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 in consideration of Tenant's damages until Tenant, as liquidated damages and not as a penalty

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

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

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

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

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

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) nonpayment 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. <u>NOTICES.</u> 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 #:; Cell Site Name: Ezel FN (KY) Fixed Asset No.: 12719588 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC Attn.: Legal Department Re: Cell Site #: _____; Cell Site Name: Ezel FN (**KY**) Fixed Asset No.: 12719588 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:	Ronnie Cole
	209 Bryant Fork Road
	Ezel, KY 41425

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

18. <u>CONDEMNATION.</u> In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorate basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property; but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. <u>WAIVER OF LANDLORD'S LIENS.</u> 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. <u>TAXES</u>.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period,

Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration -- Taxes Re: Cell Site #: _____; Cell Site Name: Ezel FN (KY) Fixed Asset No: 12719588 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. <u>RENTAL STREAM OFFER.</u> 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. <u>MISCELLANEOUS.</u>

(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.

Interpretation. Unless otherwise specified, the following rules of construction and (h)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"

Ronnie Cole

By: Print Name: Ronnie Cole Its: Owner Date: 02-01-2018

Honna Lou Cole 66 By: Honny Print Name: Honna Lou Cole Its: Owner 12-01-2018 Date:

LANDLORD ACKNOWLEDGMENT

STATE OF <u>Kel</u> COUNTY OF <u>Manguin</u> _)) ss:

On the 1 at day of $-\frac{7}{2}$, 2018 before me, personally appeared Ronnie Cole and Honna Lou Cole, 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: <u>Encloyn</u> Crouch My Commission Expires: 08-19-2020

KY Land Lease Version 5 30 2012

"TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager By: C Print Name: Bryan Coleman Its: Area Manager - TN /KY Date:

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the <u>/b</u> day of <u>April</u>, 2018, before me personally appeared Bryan Coleman, and acknowledged under oath that he is the Area Manager – TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



)) ss:

)

Notary Public Kathy M. McLaughlin My Commission Expires: 10 - 24 - 2000

EXHIBIT 1 DESCRIPTION OF PREMISES Page 1 of 2

to the Option and Lease Agreement dated <u>April 16</u>, 2018, by and between Ronnie Cole and Honna Lou Cole, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described in a Deed made by Clarence Cole and Lorraine Cole, his wife dated Mar 12, 1971, recorded on Mar 16, 1971 in book 108 page 82.

The Premises are a 10,000 square foot (100' x 100') portion of the Property which is depicted as follows:

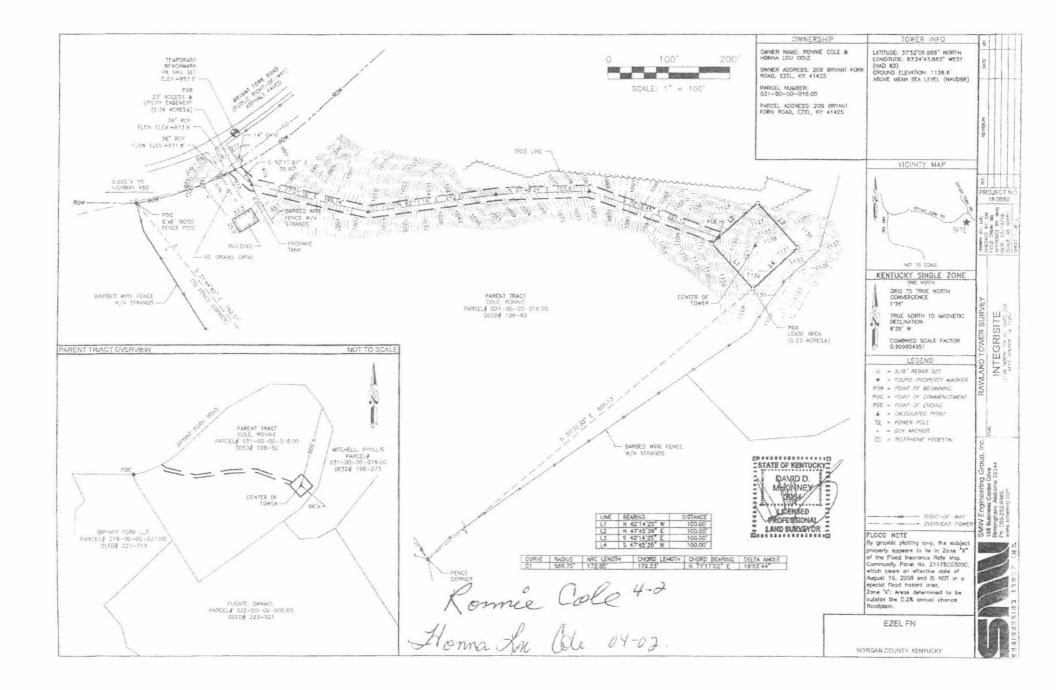


EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

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

1. NONE.

[Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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

Roma Gele Landlord Signature

EXHIBIT J NOTIFICATION LISTING

Ezel FN – Notice List

Hasley Mark & Allen Gina 33 Liberty Street Ezel, KY 41425

Cole Ronnie 209 Bryant Fork Rd Ezel, KY 41425

Mitchell Phyllis 1518 Bryant Fork Rd Ezel, KY 41425

Fugate Daniel 3213 Brush Drive Falls Church, VA 22042

Bryant Fork LLC 609 Reims Drive Winchester, KY 40392

Niece Brandon, Ryan Niece & Kristie 1730 Bryant Fork Road Ezel, KY 41425

McQuinn Delmon Lyle 2312 Lilac Park Lexington, KY 40509

Gullett Charlie & Leann 1799 Bryant Fork Road Ezel, KY 41425

Shaver Mindy Wheeler & Dwayne 1591 Bryant Fork Ezel, KY 41425

Holliday Jeffrey & Sam Napier 572 Morten Blvd Hazard, KY 41701

Hamilton Ronnie & Althea Chris & Patricia Evans 107 Rocky Branch Harold, KY 41635

Niece Brandon, Ryan Niece & Kristie Niece c/o Janet Niece 1730 Bryant Fork Rd Ezel, KY 41425 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: Ezel FN

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 209 Bryant Fork Road, Ezel, Kentucky 41425 (37°52'06.988" North latitude, 83°24'43.883" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-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 <u>or</u> 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 2018-00374 in any correspondence sent in connection with this matter.

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 450 Prestonsburg Street, West Liberty, Kentucky, head west (toward Main Street) and travel approximately 0.2 miles.
- 2. Turn left onto US-460 W / Main Street and travel approximately 13.1 miles.
- 3. Make a sharp right onto Bryan Fork Road and travel approximately 1.3 miles.
- 4. The site is on the right at 209 Bryant Fork Road, Ezel, KY. The site coordinates are:
 - a. North 37 deg 52 min 06.988 sec
 - b. West 83 deg 24 min 43.883 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

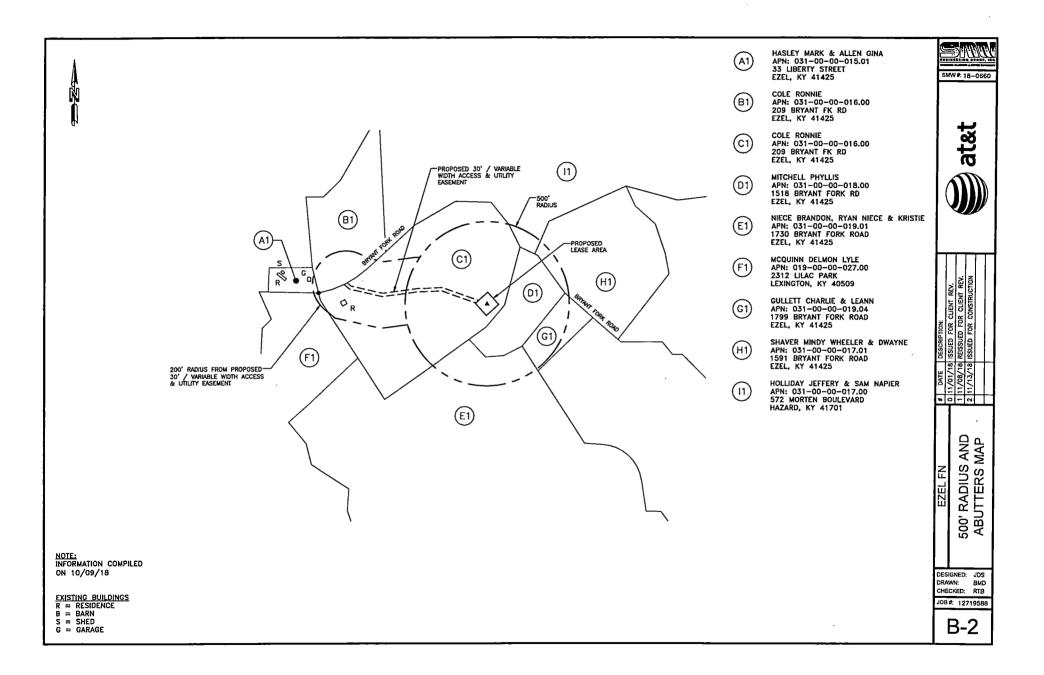


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

Hon. Stanley Franklin County Judge Executive 450 Prestonsburg Street West Liberty, KY 41472

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2018-00374 Site Name: Ezel FN

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 209 Bryant Fork Road, Ezel, KY 41425 (37°52'06.988" North latitude, 83°24'43.883" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-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 2018-00374 in any correspondence sent in connection with this matter.

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

- 1. Beginning at 450 Prestonsburg Street, West Liberty, Kentucky, head west (toward Main Street) and travel approximately 0.2 miles.
- 2. Turn left onto US-460 W / Main Street and travel approximately 13.1 miles.
- 3. Make a sharp right onto Bryan Fork Road and travel approximately 1.3 miles.
- 4. The site is on the right at 209 Bryant Fork Road, Ezel, KY. The site coordinates are:
 - a. North 37 deg 52 min 06.988 sec
 - b. West 83 deg 24 min 43.883 sec



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

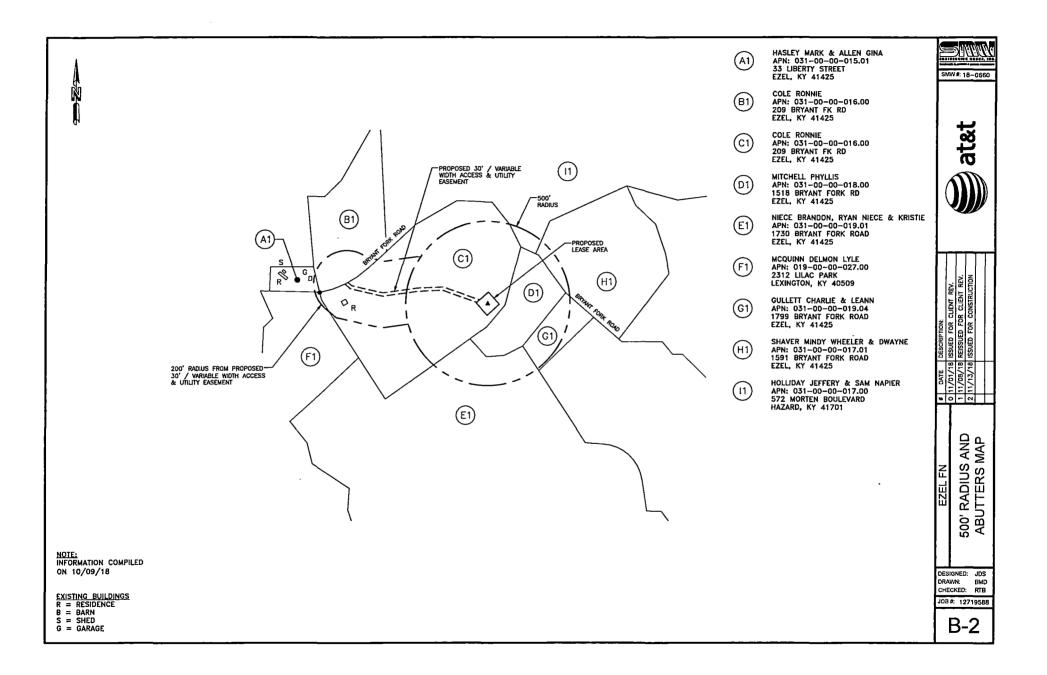


EXHIBIT M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

SITE NAME: EZEL FN 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 2018-00374 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 2018-00374 in your correspondence.

TELEPHONE: 606-743-3551

The Licking Valley Courier P.O. Box 187 West Liberty, KY 41472

> RE: Legal Notice Advertisement Site Name: Ezel FN

Dear Licking Valley Courier:

Please publish the following legal notice advertisement in the next edition of *The Licking Valley Courier* :

NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 209 Bryant Fork Road, Ezel, Kentucky 41425 (37°52'06.988" North latitude, 83°24'43.883" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00374 in any correspondence sent in connection with this matter.

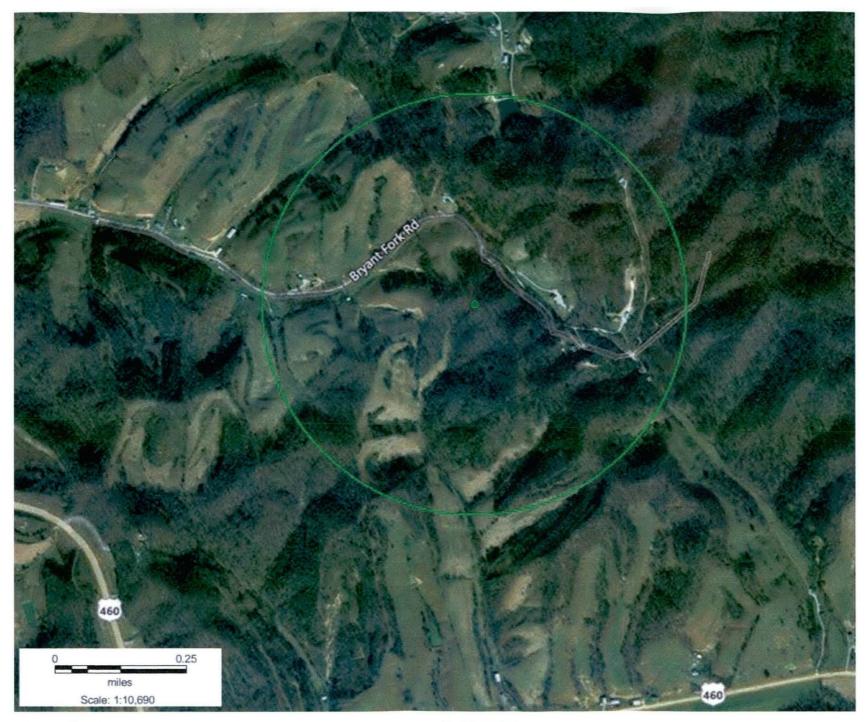
After this advertisement has been published, please forward a tearsheet copy, affidavit of publication, and invoice to Pike Legal Group, PLLC, P. O. Box 369, Shepherdsville, KY 40165. Please call me at (800) 516-4293 if you have any questions. Thank you for your assistance.

Sincerely,

Aaron L. Roof Pike Legal Group, PLLC

EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA

.



Lat: 37.86866 Lon: -83.410751 Radius: .4 miles Ezel Search Area