

JAN 02 2019

# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF	)
NEW CINGULAR WIRELESS PCS, LLC,	)
A DELAWARE LIMITED LIABILITY COMPANY,	)
D/B/A AT&T MOBILITY	)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	) CASE NO.: 2018-00431
CONVENIENCE AND NECESSITY TO CONSTRUCT	)
A WIRELESS COMMUNICATIONS FACILITY	)
IN THE COMMONWEALTH OF KENTUCKY	)
IN THE COUNTY OF OHIO	)

SITE NAME: ADABURG

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. 4<sup>th</sup> Street, Suite 2400, Louisville, KY 40202.
- 2. Applicant proposes construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the PSC for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.040, 278.650, 278.665, and other statutory authority.
- 3. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.
- 4. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of the Applicant's FCC licenses to provide wireless services are attached to this Application or described as part of **Exhibit A**, and the facility will be constructed and operated in accordance with applicable FCC regulations.
- 5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands

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

- 6. To address the above-described service needs, Applicant proposes to construct a WCF at 544 Adaburg Tower Lane, Hartford, Kentucky 42347 (37°35'25.53" North latitude, 86°51'29.35" 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 William T. Lynch Jr, Linda J. Lynch, David Lynch, Lora A. Lynch, Christopher R. Denton and Ashley S. Denton pursuant to a Deed recorded at Deed Book 382, Page 357 in the office of the County Clerk. The proposed WCF will consist of a 255foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as Exhibit B and Exhibit C.
- 7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.
- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as

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

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

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

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

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

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

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

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

- 23. The general area where the proposed facility is to be located is rural and heavily 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. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II)

program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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

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

Telefax:

(502) 543-4410

Email:

dpike@pikelegal.com

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

Pavid a Pelse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400 Telefax: (502) 543-4410 Email: dpike@pikelegal.com

Attorney for New Cingular Wireless PCS, LLC

d/b/a AT&T Mobility

#### LIST OF EXHIBITS

A - FCC License Documentation

B - Site Development Plan:

500' Vicinity Map Legal Descriptions

Flood Plain Certification

Site Plan

**Vertical Tower Profile** 

C - Tower and Foundation Design

D - Competing Utilities, Corporations, or Persons List

E - FAA

F - Kentucky Airport Zoning Commission

G - Geotechnical Report

H - Directions to WCF Site

Copy of Real Estate Agreement

J - Notification Listing

K - Copy of Property Owner Notification

L - Copy of County Judge/Executive Notice

Copy of Posted Notices and Newspaper Notice Advertisement

N - Copy of Radio Frequency Design Search Area

# EXHIBIT A FCC LICENSE DOCUMENTATION

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# **Federal Communications Commission**

Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH406	File Number	
Radio Service		
CW - PCS Broadband		

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-12-2017	Effective Date 06-14-2017	Expiration Date 04-28-2027	Print Date
Market Number BTA338	Chann I	el Block	Sub-Market Designator
	Market Owensbo		
st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

#### Conditions:

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

Call Sign: KNLH406 Print Date: Print Date:

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

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# **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number	
Radio	Service	
CW - PCS Broadband		

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 05-27-2015	Effective Date 06-14-2017	Expiration Date 06-23-2025	Print Date
Market Number MTA026	A 100 mm	el Block	Sub-Market Designator 19
	Market Louisville-Lexir		
st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

#### **Conditions:**

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

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).



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# **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPTJ404	File Number
Radio	Service
CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 10-29-2009	Effective Date 06-14-2017	Expiration Date 09-29-2019	Print Date
Market Number BTA338	Chann	el Block	Sub-Market Designator
	Market Owensbo		
1st Build-out Date 09-29-2004	2nd Build-out Date 09-29-2009	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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 # 0001918563.

The Spectrum Leasing Arrangement, which became effective upon approval of application file number 0001918563, was terminated on 04/14/2005. See file number 0002135370.

#### **Conditions:**

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

Call Sign: WPTJ404 File Number: Print Date:

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



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# **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGD546	File Number
Radio 9 AW - AWS (1710 2110-215	

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 06-14-2017	Expiration Date 12-18-2021	Print Date
Market Number CMA445	Chann	el Block	Sub-Market Designator
* 1130°	Market Kentucky 3		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

#### Conditions:

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

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#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGT878	File Number	
Radio Service AW - AWS (1710-1755 MHz and		
2110-2155 MHz)		

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-16-2007	Effective Date 06-14-2017	Expiration Date 04-16-2022	Print Date
Market Number BEA069	Chann	el Block	Sub-Market Designator
	<b>Market</b> Evansville-Hende		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQNE326	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 06-05-2015	Effective Date 06-14-2017	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Chann I	el Block	Sub-Market Designator
	Market Louisville-Lexin		
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Dat

#### Waivers/Conditions:

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

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

#### Conditions:

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Call Sign: WQNE326 File Number: Print Date:

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

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#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number
Radio	Service
CW - PCS I	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 05-27-2015	Effective Date 06-14-2017	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channe	el Block	Sub-Market Designator
	<b>Market</b> Louisville-Lexin		
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Call Sign: WPOI255 File Number: Print Date:

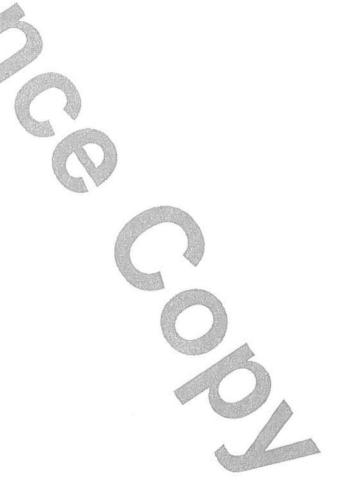
This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

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).



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# **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPTJ404	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

Grant Date 10-29-2009	Effective Date 06-14-2017	Expiration Date 09-29-2019	Print Date
Market Number BTA338	Chann	el Block	Sub-Market Designator 7
	Market Owensbo		
st Build-out Date 09-29-2004	2nd Build-out Date 09-29-2009	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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 # 0001918563.

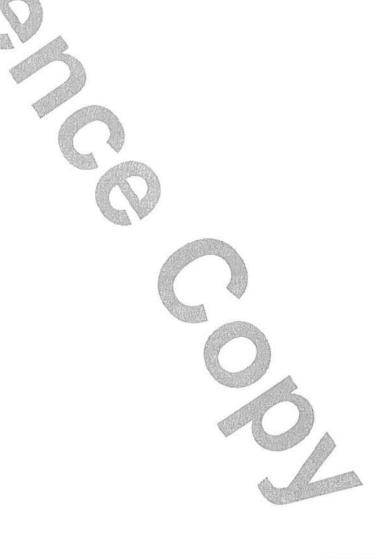
The Spectrum Leasing Arrangement, which became effective upon approval of application file number 0001918563, was terminated on 04/14/2005. See file number 0002135370.

#### **Conditions:**

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

Call Sign: WPTJ404 File Number: Print Date:

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



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# **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGD546	File Number	
- 700,000	Service	
AW - AWS (1710-1755 MHz and		
2110-2155 MHz)		

FCC Registration Number (FRN): 0003291192

Grant Date	Effective Date	Expiration Date	Print Date
Market Number CMA445	06-14-2017 Channe	12-18-2021 el Block	Sub-Market Designator
	Market Kentucky 3		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Da

#### Waivers/Conditions:

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

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

#### Conditions:

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

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



### **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGT878	File Number
Radio	Service
AW - AWS (17	10-1755 MHz and
2110-21	55 MHz)

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-16-2007	Effective Date 06-14-2017	Expiration Date 04-16-2022	Print Date
Market Number BEA069	Chann	el Block	Sub-Market Designator
	<b>Market</b> Evansville-Hende	E LOUIS CONTRACTOR CON	
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Dat

#### Waivers/Conditions:

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

#### **Conditions:**

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

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



# **Federal Communications Commission**

#### Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQNE326	File Number
Radio	Service
CW - PCS I	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 06-05-2015	Effective Date 06-14-2017	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Chann	el Block	Sub-Market Designator
	Market Louisville-Lexin		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

#### **Conditions:**

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

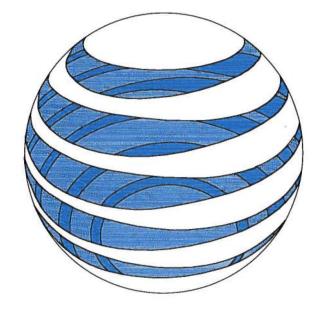
Call Sign: WQNE326 File Number: Print Date:

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.

# **EXHIBIT B**

# **SITE DEVELOPMENT PLAN:**

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



at&t

SITE NAME:

**ADABURG** 

SITE NUMBER:

KYL03665

PROPOSED RAW LAND SITE WITH 255' SELF-SUPPORT TOWER W/ 15' LIGHTNING ARRESTOR AND INSTALLATION OF A VERTIV 80" x 80" WALK-IN CABINET ON A STEEL PLATFORM & GENERAC 30 KW DIESEL GENERATOR ON A CONCRETE PAD

# VICINITY MAP SCALE: NONE

#### DRIVE DIRECTIONS

FROM OHIO COUNTY CLERK, 301 SOUTH MAIN STREET, SUITE 201, HARTFORD, KY 42347:

**SCOPE OF WORK:** 

CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.

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

HEAD NORTHWEST ON US-231 N/S MAIN ST TOWARD E CENTER ST

TURN LEFT ONTO ADABURG LOOKOUT TOWER RD

ARRIVE AT SITE, ON THE LEFT

ZONING DRAWINGS FOR:

#### **PROJECT INFORMATION**

COUNTY:

544 ADABURG TOWER LANE HARTFORD, KY 42347 SITE ADDRESS:

**LOUISVILLE, KY 40202** 

APPLICANT:

2.5 MILES

3.9 MILES

7.0 MILES

0.5 MILES

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

LATITUDE: 37° 35' 25.53" 86° 51' 29.35"

1-800-752-6007

#### **SHEET INDEX**

TITLE SHEET & PROJECT INFORMATION

SITE SURVEY SITE SURVEY B-1.2 B-1.3 SITE SURVEY

500' RADIUS AND ABUTTERS MAP B-2.1 500' RADIUS AND ABUTTERS MAP

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

#### **CONTACT INFORMATION**

FIRE DEPARTMENT HARTFORD FIRE DEPARTMENT PHONE: (270) 298-4663

POLICE DEPARTMENT HARTFORD POLICE DEPARTMENT PHONE: (270) 298-3379

**ELECTRIC COMPANY** KENTUCKY UTILITIES PHONE: (800) 981-0600

**TELEPHONE COMPANY** 

PHONE: (855) 293-7676

# **BUILDING CODES AND STANDARDS**

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

- CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
- **AMERICAN CONCRETE INSTITUTE 318**
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION
- STRUCTURAL STANDARDS FOR STEEL ANTENNA **TOWER AND SUPPORTING STRUCTURES TIA-601**
- COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
- ANSI T1.311, FOR TELECOM DC POWER SYSTEMS -TELECOM, ENVIRONMENTAL PROTECTION
- 2014 NEC

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







**EN PERMIT: 3594** 

ZONING **DRAWINGS** 

REV	DATE	DESCRIPTION
Α	12.18.18	ISSUED FOR REVIEW

SITE INFORMATION:

**ADABURG** 

544 ADABURG TOWER LANE HARTFORD, KY 42347

> OHIO COUNTY SITE NUMBER:

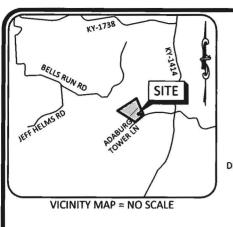
KYL03665

17-14411

DRAWN BY: CHECKED BY: 12.18.18

SHEET TITLE:

**TITLE SHEET** & PROJECT **INFORMATION** 



0° 52' 13"

**BASED ON KENTUCKY STATE** PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS **COMPLETED ON JUNE 8, 2017** 

# FAA COORDINATE POINT

NAD 83 LATITUDE: 37°35'25.53" LONGITUDE: 86°51'29.35" NAVD 88 ELEVATION: 638'± AMSL NORTHING: 3740466.288 EASTING: 4600186.932

#### TEMPORARY BENCHMARK

NORTHING: 3740538.091 EASTING: 4600191.688 ELEVATION: 639.95' LOCATION: A SET IRON PIN & CAP N73°51'W 8'± FROM THE NORTHERN CORNER OF THE PROPOSED LEASE AREA.

#### GLOBAL POSITIONING SYSTEMS NOTE

- RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
- THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
- SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

#### **GENERAL NOTES**

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDESHOTS. UNADJUSTED CLOSURE CLOSURE EQUALS 0.04', FOR A PRECISION OF 1:51,141 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0130D, DATED 06/02/2011.

#### LAND SURVEYOR'S CERTIFICATE

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

MARK PATTERSON, PLS #3136

12/26/2018

DATE

STATE OF KENTUCK PATTERSON

PARCEL ID: 36-16

WILLIAM T. LYNCH, JR. & LINDA J. LYNCH

DEED BOOK 232, PAGE 100

PARCEL ID: 36-14 WILLIAM T. LYNCH, JR & LINDA J. LYNCH, DAVID LYNCH AND LORA A. LYNCH & CHRISTOPHER R. DENTON & ASHLEY S. DENTON DEED BOOK 382, PAGE 357 - TRACT 1

PARCEL ID: 36-14 WILLIAM T. LYNCH, JR & LINDA J. LYNCH, DAVID LYNCH AND LORA A. LYNCH & **CHRISTOPHER R. DENTON & ASHLEY S. DENTON** DEED BOOK 382, PAGE 357 - TRACT 2

P.O.B.

N54°55'39"E

(LEASE TIE)

55.85

EX. DRIP LINE

LEASE AREA

PARCEL ID: 36-13 THOMAS HUGH MURPHY

PROPOSED 30' / VARIABLE WIDTH

**ACCESS & UTILITY EASEMENT** 

**DETAIL SHEET B-1.1-8-1.2** 

EX. PAVILLION -

EX. TRAIL

(19,196.52 S.F.)

PROPOSED LEASE AREA

(10,000.00 S.F.)

**DETAIL SHEET B-1.1** 

DEED BOOK 208, PAGE 743



at&

POWER OF DESIGN

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

«MasTec

#### **SURVEY**

	REV.	DATE	DESCRIPTION
	Α	6.23.17	PRELIM ISSUE W/TIT
,	0	7.11.17	ISSUED AS FINAL
	1	9.20.17	CLIENT COMMENTS

# SITE INFORMATION:

#### **ADABURG**

544 ADABURG TOWER LANE HARTFORD, KY 42347 **OHIO COUNTY** 

TAX PARCEL NUMBER: 36-14

PROPERTY OWNERS: WILLIAM T. LYNCH, JR & LINDA J. LYNCH, DAVID LYNCH AND LORA A. LYNCH & CHRISTOPHER R. DENTON & **ASHLEY S. DENTON** 1236 LAUREL DRIVE OWENSBORO, KY 42303 **DAVIESS COUNTY** 

> SOURCE OF TITLE: **DEED BOOK 382, PAGE 357**

> > SITE NUMBER: KYL03665

POD NUMBER:

DRAWN BY: CHECKED BY: SURVEY DATE: PLAT DATE:

SHEET TITLE:

17-1441

CPM

MEP

6.8.17

6.23.17

SITE SURVEY

SHEET NUMBER:

1-800-752-6007

1 INCH = 150 FEET

0 **UTILITY POLE GUY ANCHOR** WATER METER

LEGEND

PROPERTY LINE ADJACENT PROPERTY LINE

EOG EDGE OF GRAVEL

**EX. OVERHEAD ELECTRIC** 

SET 1/2" REBAR 18" LONG

P.O.B. POINT OF BEGINNING

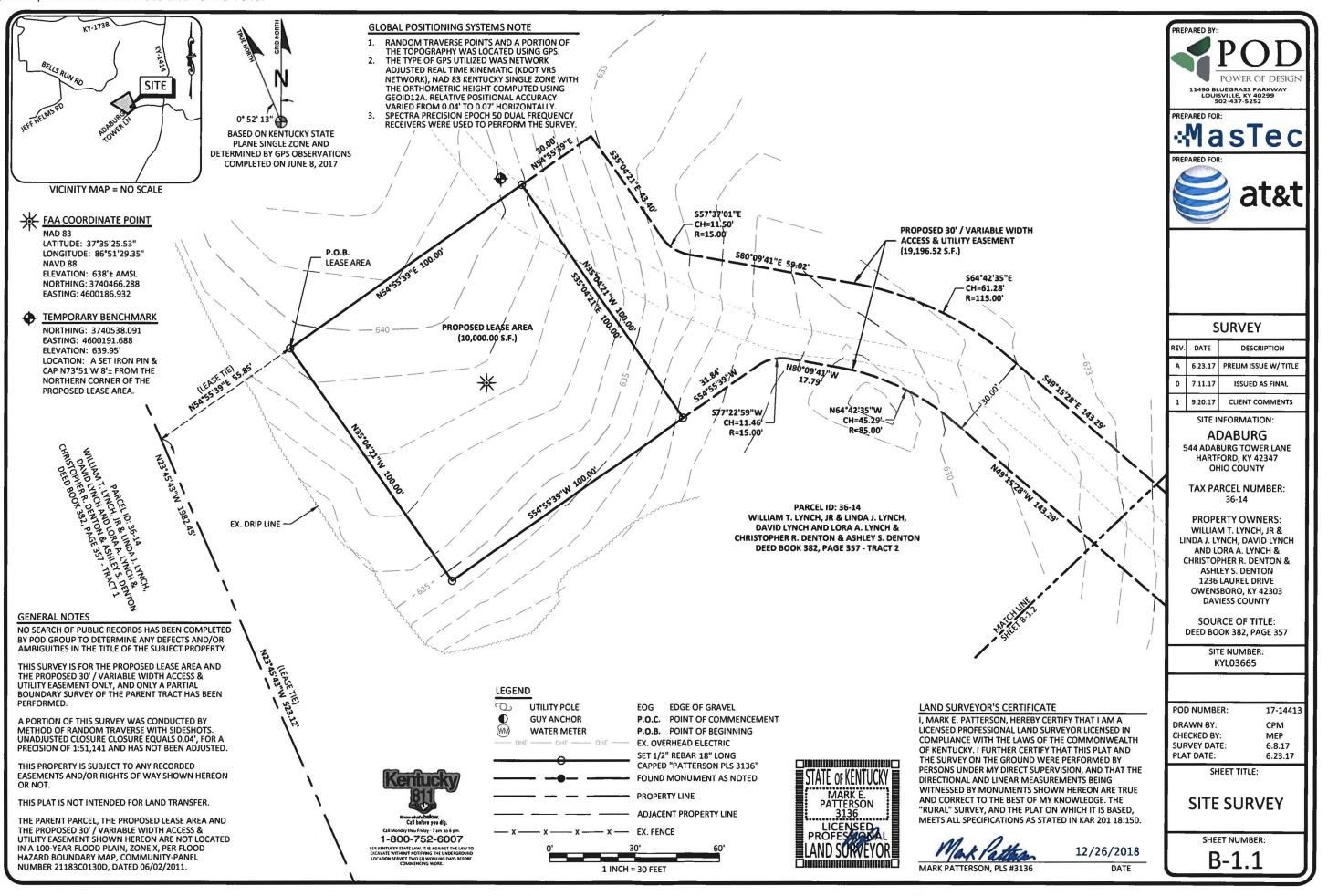
**CAPPED "PATTERSON PLS 3136"** 

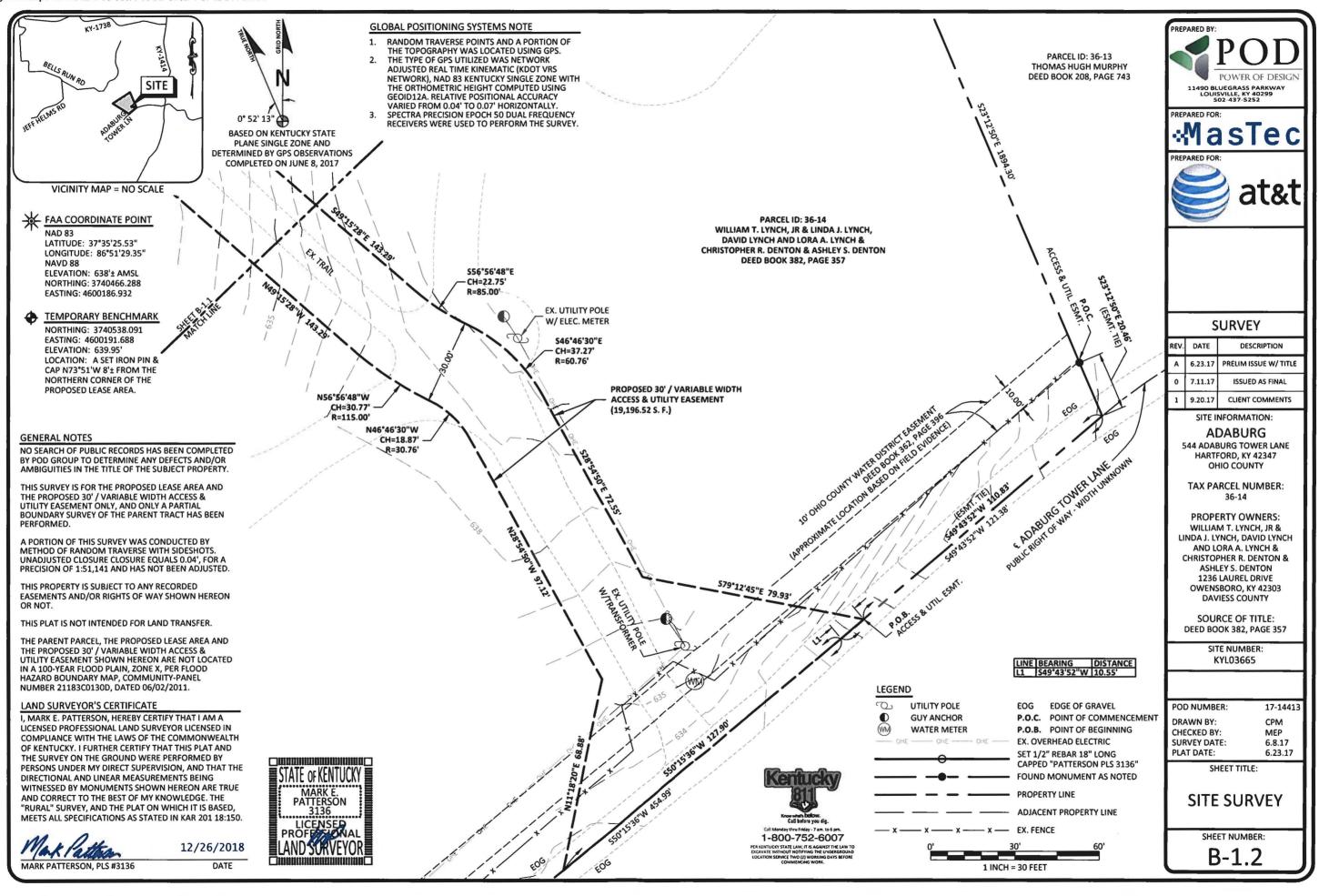
FOUND MONUMENT AS NOTED

P.O.C. POINT OF COMMENCEMENT

— x — EX. FENCE

B-1





#### **LEGAL DESCRIPTIONS**

#### PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO WILLIAM T. LYNCH, JR & LINDA J. LYNCH, DAVID LYNCH & LORA A. LYNCH & CHRISTOPHER R. DENTON & ASHLEY S. DENTON AS RECORDED IN DEED BOOK 382, PAGE 357 (TRACT 2), PARCEL ID: 36-14, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JUNE 8, 2017.

COMMENCING AT A FOUND IRON PIN WITH CAP IN THE SOUTH LINE OF THE PARCEL CONVEYED TO WILLIAM T. LYNCH & LINDA J. LYNCH AS RECORDED IN DEED BOOK 382, PAGE 357 (TRACT 1), PARCEL ID: 36-14; THENCE WITH SAID SOUTH LINE OF LYNCH TRACT 1 S57\*42'56"E 20.61' TO THE SOUTH CORNER OF SAID LYNCH TRACT, SAID CORNER BEING IN THE CENTERLINE OF ADABURG TOWER LANE; THENCE WITH LINE OF LYNCH TRACT 1 AND THE CENTERLINE OF ADABURG TOWER LANE, N48\*52'20"E 319.21' TO A POINT; THENCE CONTINUING WITH LINE OF LYNCH TRACT 1 AND THE CENTERLINE OF ADABURG TOWER LANE, N48\*52'24"E 235.55' TO A POINT, SAID POINT BEING A COMMON CORNER TO TRACTS 1 & 2 OF LYNCH; THENCE LEAVING THE CENTERLINE OF ADABURG TOWER LANE WITH THE COMMON LINE OF SAID TRACTS 1 & 2, N23\*45'43"W 523.12' TO A POINT; THENCE LEAVING SAID COMMON LINE AND TRAVERSING TRACT 2 OF LYNCH N54\*55'39"E 55.85' TO A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA, BEING THE TRUE POINT OF BEGINNING; THENCE N54\*55'39"E 100.00' TO A "SET IPC"; THENCE S35\*04'21"E 100.00' TO A "SET IPC"; THENCE S35\*04'21"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED JUNE 8, 2017.

#### PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO WILLIAM T. LYNCH, JR & LINDA J. LYNCH, DAVID LYNCH & LORA A. LYNCH & CHRISTOPHER R. DENTON & ASHLEY S. DENTON AS RECORDED IN DEED BOOK 382, PAGE 357 (TRACT 2), PARCEL ID: 36-14, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JUNE 8, 2017.

COMMENCING AT A FOUND IRON PIN IN THE EAST LINE OF TRACT 2 CONVEYED TO WILLIAM T. LYNCH & LINDA J. LYNCH AS RECORDED IN DEED BOOK 382, PAGE 357, PARCEL ID: 36-14; THENCE WITH SAID EAST LINE OF LYNCH TRACT 2, \$23°12'50"E 20.46' TO THE EASTERN CORNER OF SAID TRACT, SAID CORNER BEING IN THE CENTERLINE OF ADABURG TOWER LANE; THENCE WITH THE SOUTH LINE OF LYNCH TRACT 2 AND SAID CENTERLINE, \$49°43'52"W 110.83' TO THE TRUE PIONT OF BEGINNING; THENCE CONTINUING WITH THE SOUTH LINE OF LYNCH TRACT 2 AND SAID CENTERLINE, \$49°43'52"W 110.55'; THENCE CONTINUING WITH THE SOUTH LINE OF LYNCH TRACT 2 AND SAID CENTERLINE AND TRAVERSING TRACT 2 OF LYNCH, \$11°18'20"E 68.88'; THENCE \$12'50"W 97.12'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.76', N46°46'30"W 18.87'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', \$56'56'48"W 30.77; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', \$64'42'35"W 45.29'; THENCE N80'09'41"W 17.79'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', \$64'42'35"W 45.29'; THENCE N80'09'41"W 17.79'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', \$64'42'35"W 31.84' TO A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE EASTERN CORNER OF THE PROPOSED LEASE AREA; THENCE WITH THE EAST LINE OF SAID PROPOSED LEASE AREA, \$15'29'' W 10.00' TO A "SET IPC" IN THE NORTHERN CORNER OF THE PROPOSED LEASE AREA; THENCE WITH THE EAST LINE OF SAID PROPOSED LEASE AREA, \$15'29'' W 10.00'; THENCE S35"04'21"W 100.00' TO A "SET IPC" IN THE NORTHERN CORNER OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', \$57"37'01"E 11.50'; THENCE S80°09'41"E 59.02'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00', \$64\*42'35"E 61.28'; THENCE S80°09'41"E 59.02'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00', \$64\*42'35"E 61.28'; THENCE S49"15'28"E 143.29'; THENCE THE THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.25'; TH

#### PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 382, PAGE 357 (NOT FIELD SURVEYED)

PROPERTY LYING IN OHIO COUNTY, KENTUCKY, ON ADABURG TOWER LANE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### TRACT 1:

A TRACT OF LAND ON THE NORTH SIDE OF ADABURG TOWER LANE LOCATED APPROXIMATELY 8.5 MILES SOUTHWEST OF FORDSVILLE, OHIO COUNTY, KENTUCKY.

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS "IRON PIN (SET)" IS A SET 3/4" REBAR EIGHTEEN INCHES IN LENGTH WITH A CAP

BEGINNING AT A POINT IN THE CENTER OF ADABURG TOWER LANE, BEING THE SOUTHEAST CORNER TO WILLIAM T. LYNCH, JR. & LINDA LYNCH (INCORRECTLY REFERENCED AS JOSEPH W. MILLS AND MICHAEL R. MILLS) (DEED BOOK 232, PAGE 100) AND BEING THE SOUTHWEST CORNER TO THE TRACT OF LAND OF WHICH THIS IS A PART; THENCE WITH THE EAST LINE OF MILLS AND JOHN M. FOSTER AND BRIAN K. FOSTER (DEED BOOK 330, PAGE 425) N58\*47\*12"W PASSING THROUGH A 3/4" REBAR (FOUND) WITH CAP STAMPED NO. 1874 AT 20.61', A TOTAL OF 2246.46' TO A 3/4" REBAR (FOUND) WITH CAP STAMPED NO. 1874, BEING THE SOUTHWEST CORNER TO STERLING R. PATTON, THELMA PATTON HOLLAND, AND CONNIE PATTON SHROADER (WILL BOOK "L", PAGE 487 AND COMMISSIONER BOOK "L", PAGE 237); THENCE WITH THE SOUTH LINE OF PATTON, ET AL N56\*02\*07"E, 1806.39' TO AN IRON PIN (SET), BEING THE NORTHWEST CORNER TO TRACT NO. 2 (25.167 ACRES) IN THE PROPERTY DIVISION OF JAMES GLENN AND TAMMY ANN CAUSEY; THENCE WITH THE WEST LINE OF SAID TRACT NO. 2 S24\*50\*01"E PASSING THROUGH AN IRON PIN (SET) AT 1951.24' A TOTAL OF 1982.45' TO A POINT IN THE CENTER OF ADABURG TOWER LANE; THENCE WITH THE FOLLOWING COURSES: S47\*48\*06"W 235.55' TO A POINT; THENCE S47\*24'42"W 319.21' TO THE POINT OF BEGINNING CONTAINING 54.298 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL LEGAL AND EXISTING EASEMENTS AND RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO THOSE SHOWN ON A PLAT OF SURVEY BY JOSEPH H. SIMMONS, JR. DATED DECEMBER 17, 2006.

#### TRACT 2:

A TRACT OF LAND ON THE NORTH SIDE OF ADABURG TOWER LANE LOCATED APPROXIMATELY 8.5 MILES SOUTHWEST OF FORDSVILLE, OHIO COUNTY, KENTUCKY.

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS "IRON PIN (SET)" IS A SET 3/4" REBAR EIGHTEEN INCHES IN LENGTH WITH A CAP STAMPED "SIMMONS P.L.S. NO. 1874".

BEGINNING AT A POINT IN THE CENTER OF ADABURG TOWER LANE, BEING THE SOUTHWEST CORNER TO WILLIS AND NINA MIDKIFF (DEED BOOK 208, PAGE 743) AND BEING THE SOUTHEAST CORNER TO TRACT OF LAND OF WHICH THIS IS A PART; THENCE WITH THE CENTER OF ADABURG TOWER LANE WITH THE FOLLOWING COURSES: S48°39'29"W 121.38' TO A POINT; THENCE S49°11'18"W 454.99' TO A POINT, BEING THE SOUTHEAST CORNER TO TRACT NO. 1 (54.298 ACRES) IN THE PROPERTY DIVISION OF JAMES GLENN AND TAMMY ANN CAUSEY; THENCE WITH THE EAST LINE OF SAID TRACT NO. 1 N24°50'01"W, PASSING THROUGH AN IRON PIN (SET) AT 31.21' A TOTAL OF 1982.45' TO AN IRON PIN (SET), THE NORTHEAST CORNER TO TRACT NO. 1 IN THE SOUTH LINE OF STERLING R. PATTON, THELMA PATTON HOLLAND, AND CONNIE PATTON SCHROADER (WILL BOOK "L", PAGE 487 AND COMMISSIONER BOOK "L", PAGE 237); THENCE WITH THE SOUTH LINE OF PATTON, ET AL N56°02'07"E 579.45' TO A 3/4" REBAR (FOUND) WITH CAP STAMPED NO. 1874 IN THE WEST LINE OF M. DOUGLAS SMITH AND LARRY D. SMITH (DEED BOOK 306, PAGE 114); THENCE WITH THE WEST LINE OF SMITH AND WILLIS AND NINA MIDKIFF (DEED BOOK 208, PAGE 743) AND RUNNING GENERALLY WITH THE CENTER OF AN ABANDONED ROADBED 524°17'08"E, PASSING THROUGH A 3/4" REBAR (FOUND) WITH CAP STAMPED NO. 1874 AT 1894.30', A TOTAL OF 1914.76' TO THE POINT OF BEGINNING CONTAINING 25.167 ACRES, MORE OR LESS AND BEING SUBJECT TO ALL LEGAL AND EXISTING EASEMENTS AND RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO THOSE SHOWN ON A PLAT OF SURVEY BY JOSEPH H. SIMMONS, JR. DATED DECEMBER 17, 2006.

AND BEING THE SAME PROPERTY CONVEYED TO JAMES GLENN CAUSEY AND TAMMY ANN CAUSEY, HUSBAND AND WIFE, FROM E. L. POWELL AND J. S. POWELL, HUSBAND AND WIFE, BY DEED DATED NOVEMBER 26, 2002, OF RECORD IN DEED BOOK 340, PAGE 600, IN THE OFFICE OF THE OHIO COUNTY CLERK.

#### TITLE OF COMMITMENT

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY STEWART TITLE GUARANTY COMPANY, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 00300-20170071, EFFECTIVE DATE OF MARCH 01, 2017 AT 8:00 AM. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

#### SCHEDULE B

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

TAX ID: 36-14 - PERIOD: 2016 - PAYMENT STATUS: PAID - TAX AMOUNT: \$221.72 (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

- 2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORD. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 4. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- 5. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)**
- 6. SUBJECT TO 2017 TAXES, WHICH ARE NOT YET DUE AND PAYABLE (IF APPLICABLE). (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 7. RIGHT OF WAY EASEMENTS TO OHIO WATER DISTRICT, OF RECORD IN DEED BOOK 339, PAGE 428, AND DEED BOOK 362, PAGE 396, BOTH IN THE OFFICE AFORESAID. (SAID EASEMENT TO OHIO COUNTY WATER DISTRICT AS RECORDED IN DEED BOOK 339, PAGE 428, IS VAGUE AND NON-DESCRIPTIVE AND THEREFORE IS NOT SHOWN HEREON. EASEMENT TO OHIO COUNTY WATER DISTRICT AS RECORDED IN DEED BOOK 362, PAGE 396 DOES AFFECT THE SUBJECT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT, BUT DOES NOT AFFECT THE PROPOSED LEASE AREA, AND ARE SHOWN HEREON.)
- 8. RIGHT OF WAY AGREEMENT DATED MAY 19, 1959, TO MIDWESTERN GAS TRANSMISSION COMPANY, OF RECORD IN DEED BOOK 141, PAGE 295, AND THE AMENDING RIGHT OF WAY AGREEMENT DATED AUGUST 7, 1999, OF RECORD IN DEED BOOK 321, PAGE 199, BOTH IN THE OFFICE AFORESAID. (SAID RIGHT OF WAY AGREEMENT TO MIDWESTERN GAS TRANSMISSION COMPANY AS RECORDED IN DEED BOOK 141, PAGE 295, AND AMENDED IN DEED BOOK 321, PAGE 199 DOES AFFECT THE SUBJECT PARCEL AND IS BLANKET IN NATURE, SO THEREFORE IT AFFECTS THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
- 9. MEMORANDUM OF OIL AND GAS LEASE DATED SEPTEMBER 5, 2007, TO INTERSTATE NATURAL GAS COMPANY, OF RECORD IN LEASE BOOK 188, PAGE 302, IN THE OFFICE AFORESAID. (SAID LEASE TO INTERSTATE NATURAL GAS COMPANY OF RECORD IN LEASE BOOK 188, PAGE 302 DOES AFFECT THE SUBJECT PARCEL AND IS BLANKET IN NATURE, SO THEREFORE IT AFFECTS THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
- 10. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)



#### LAND SURVEYOR'S CERTIFICATE

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



12/26/2018

DATE



LOUISVILLE, KY 40299 502-437-5252 REPARED FOR:

**พาส**5



#### **SURVEY**

REV.	DATE	DESCRIPTION
Α	6.23.17	PRELIM ISSUE W/ TITL
0	7.11.17	ISSUED AS FINAL
1	9.20.17	CLIENT COMMENTS

#### SITE INFORMATION: ADABURG

544 ADABURG TOWER LANE HARTFORD, KY 42347 OHIO COUNTY

TAX PARCEL NUMBER: 36-14

PROPERTY OWNERS:
WILLIAM T. LYNCH, JR &
LINDA J. LYNCH, DAVID LYNCH
AND LORA A. LYNCH &
CHRISTOPHER R. DENTON &
ASHLEY S. DENTON
1236 LAUREL DRIVE
OWENSBORO, KY 42303
DAVIESS COUNTY

SOURCE OF TITLE: DEED BOOK 382, PAGE 357

> SITE NUMBER: KYL03665

POD NUMBER: DRAWN BY:

CHECKED BY: SURVEY DATE: PLAT DATE: CPM MEP 6.8.17 6.23.17

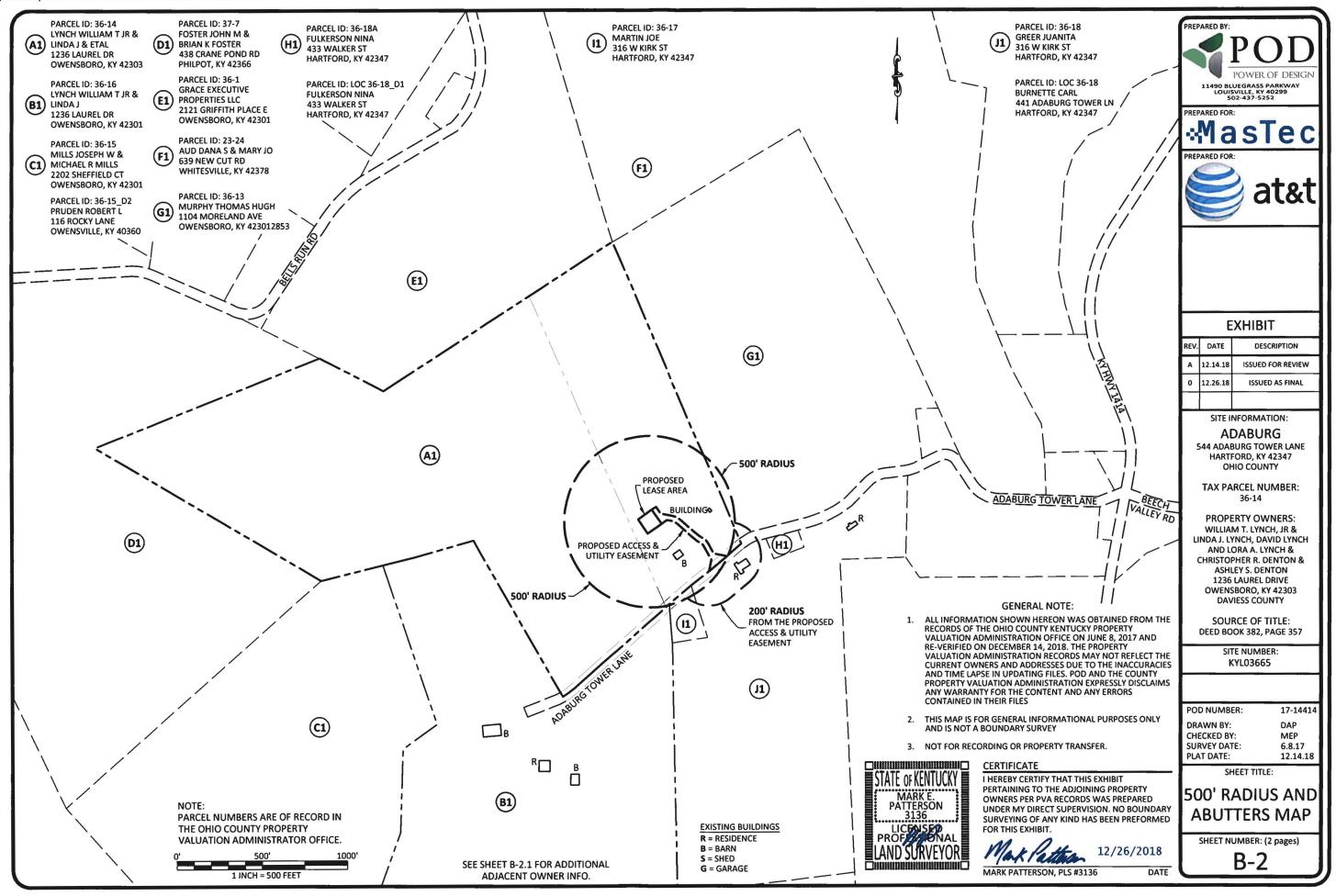
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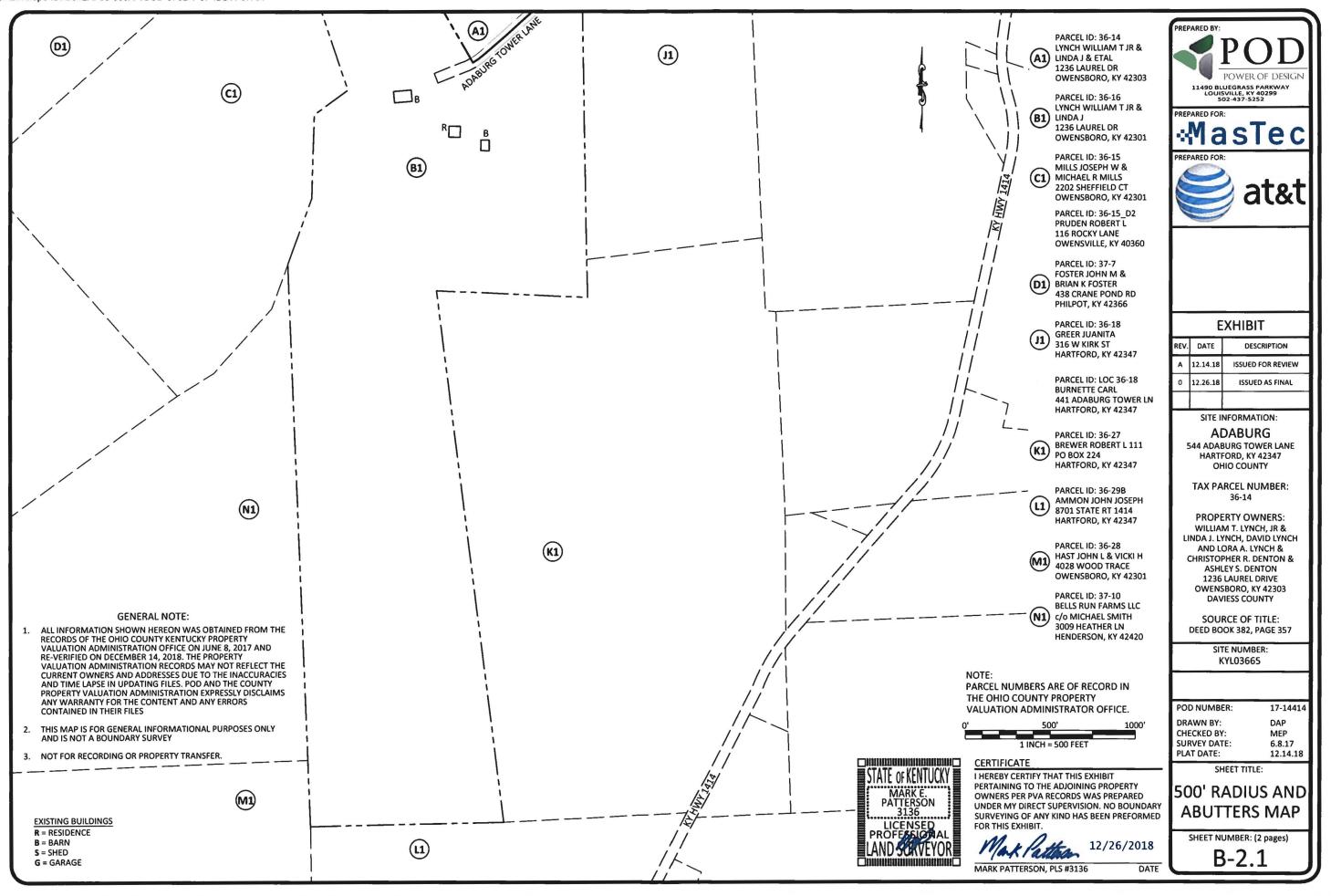
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SITE SURVEY

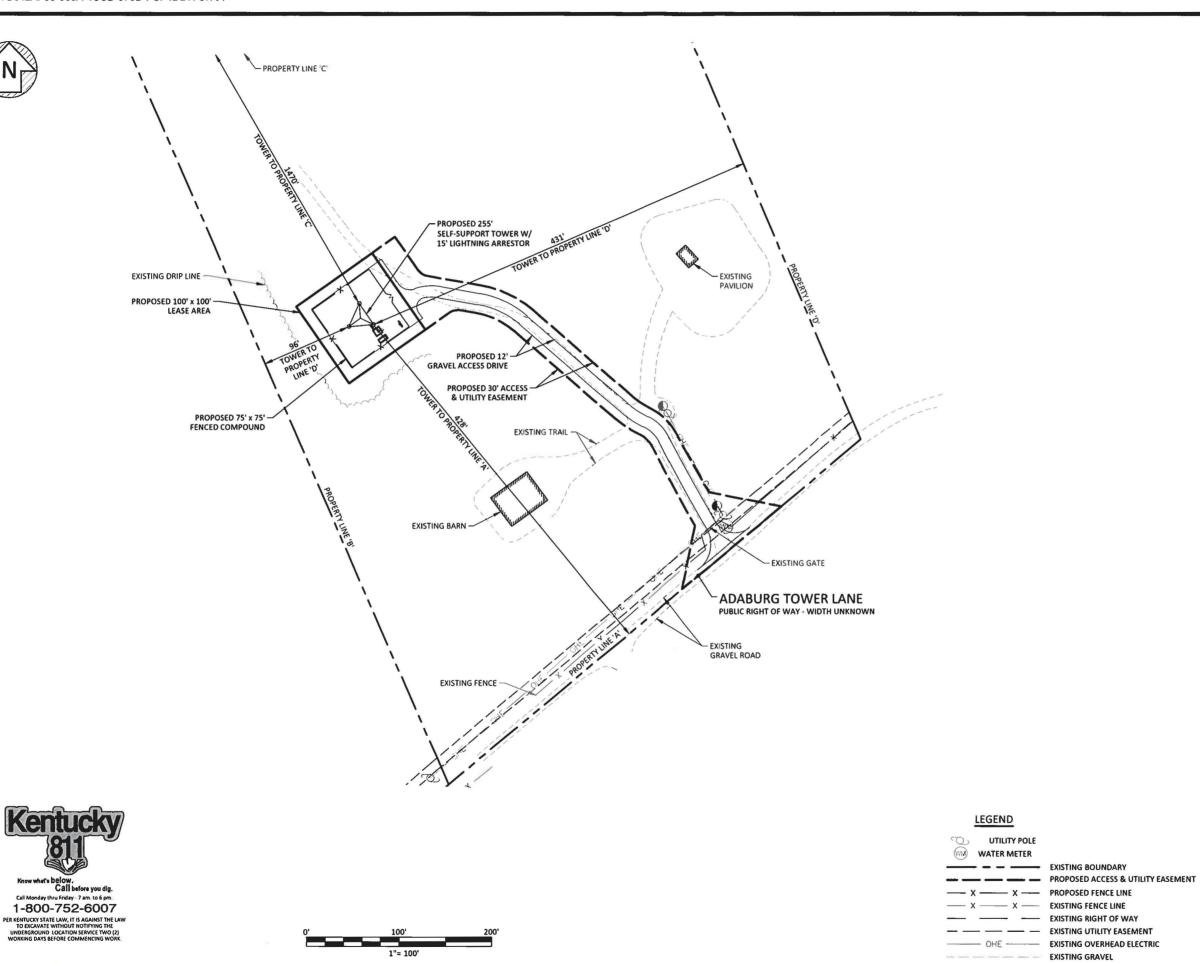
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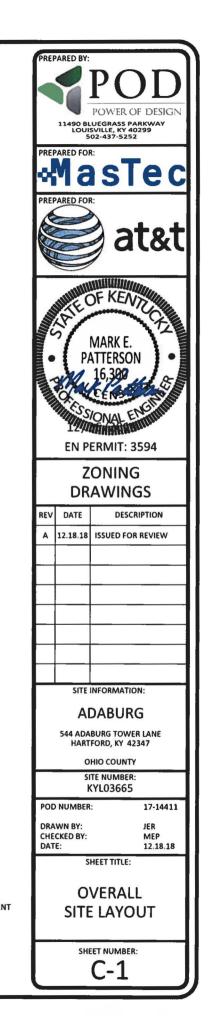
B-1.3

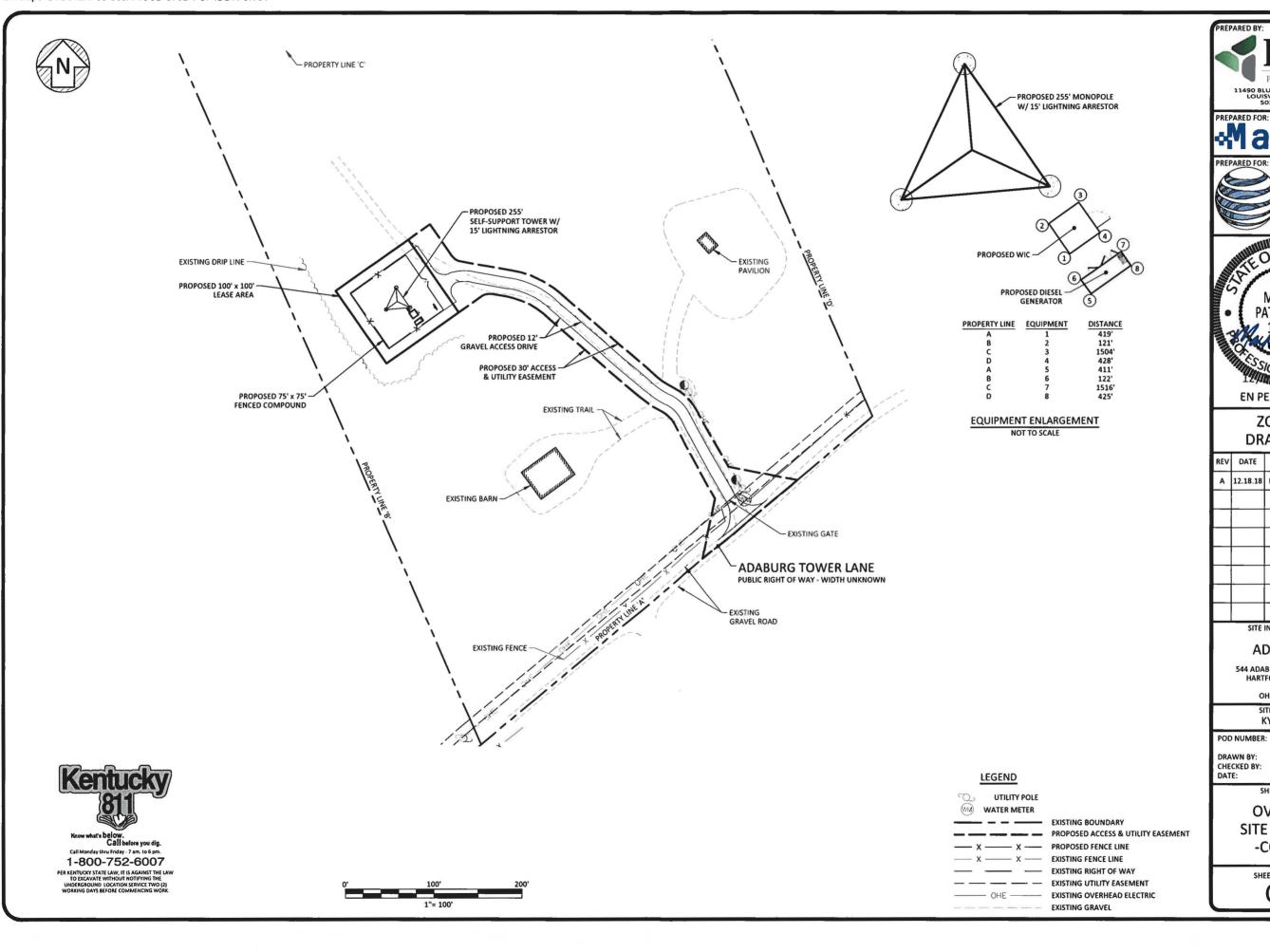












11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 502-437-5252

E OF KENT

**PATTERSON** 

**EN PERMIT: 3594** 

ZONING

**DRAWINGS** 

A 12.18.18 ISSUED FOR REVIEW

SITE INFORMATION:

**ADABURG** 544 ADABURG TOWER LANE HARTFORD, KY 42347 OHIO COUNTY SITE NUMBER: KYL03665

SHEET TITLE:

**OVERALL** 

SITE LAYOUT

-CONT'D

SHEET NUMBER:

**C-2** 

17-14411

12.18.18

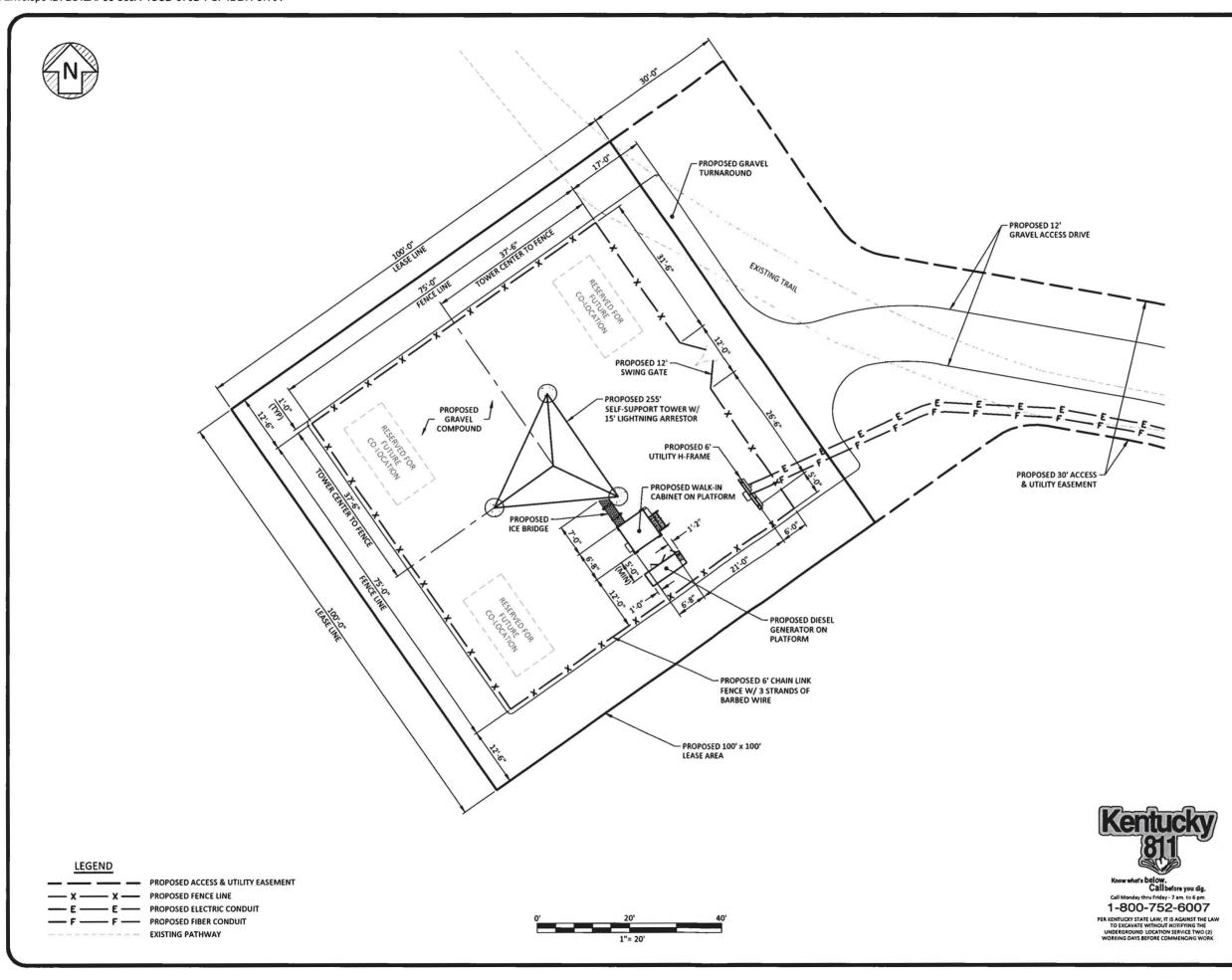
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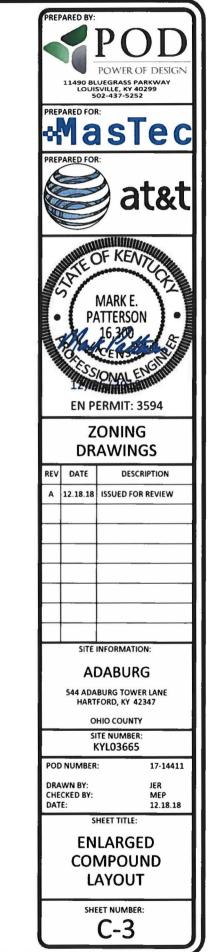
DESCRIPTION

REV DATE

DRAWN BY:

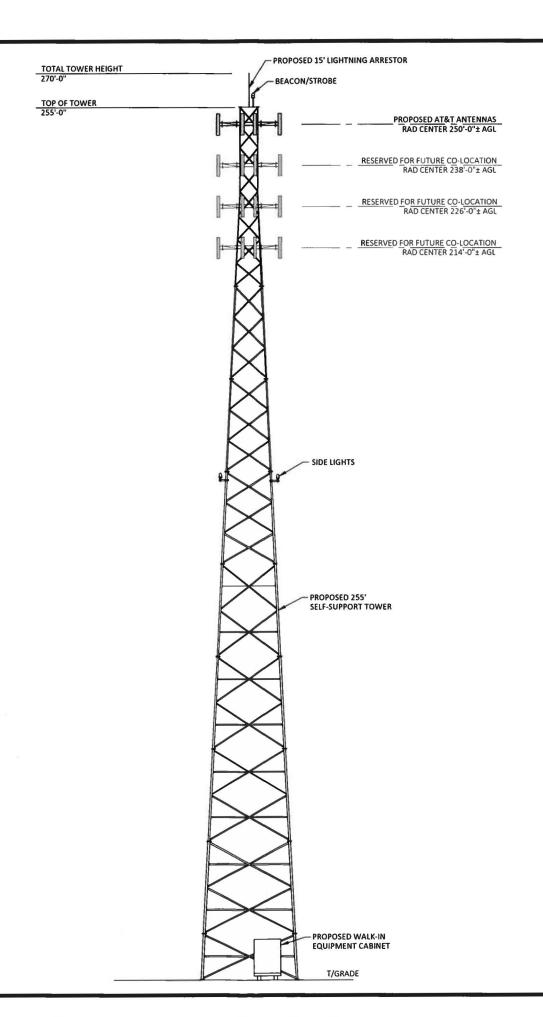
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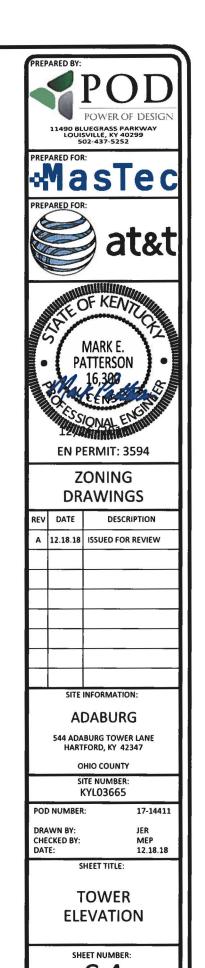




#### **TOWER NOTES:**

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





# **EXHIBIT C TOWER AND FOUNDATION DESIGN**



December 20th, 2018

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

RE: Site Name – Adaburg

Proposed Cell Tower

37 35 25.53 North Latitude, 86 51 29.35 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 <a href="mailto:Don.Murdock@mastec.com">Don.Murdock@mastec.com</a>

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**

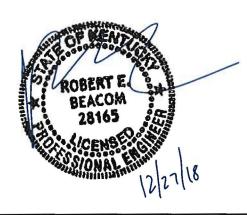
255' S3TL Series HD1 Self-Supporting Tower Site: Adaburg, KY

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

Job Number: 19-5217-JDS

December 27, 2018

Tower Profile	1-2
Foundation Design Summary (Option 1)	3
Foundation Design Summary (Option 2)	4
Maximum Leg Loads	5
Maximum Diagonal Loads	6
Maximum Foundation Loads	7
Calculations	8-23



ш	I	J NONE H					5.		565	255' 240'		
٥	L2X2X3/16	7						\$	11@5'	1207	220°	
O	L 2 1/2 X 2 1/2 X 3/16					(1) 5/8"	.2		1900	200°		
60	L212X2						ō,		2211			
x.500	3/16						11,	9 @ 6.6667	2849	180'		
5.563 OD X .500	L3X3X3/16						13.		3145	160'		
4	9	NONE		NONE	NONE		15.		3384	140		
	X 1/4	NO				(1) 3/4"	17.		4518	120'		
	L312X312X114						19.		4654	100'		
200							21.	12 @ 10.	5013	80°		
8.625 OD X .500	L4X4X1/4						23,		5253	60,		
	L4X.					(2) 5/8"	25.		5406	40°		
	ı.		×	7	×	(2) 3/4"	27.	0	6245	20'		
				ials i	ntals		Vidth	t/Height	L	o ——	29' - 0"	

#### Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	106 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1,50 in
Structure Class	11
Risk Category	II.
Exposure Category	С
Topographic Category	1

#### **Base Reactions**

Total For	undation	Individual Footing		
Shear (kips)	81.08	Shear (kips)	49.66	
Axial (kips)	241.1	Compression (kips)	544	
Moment (ft-kips)	12872	Uplift (kips)	472	
Torsion (ft-kips)	33.57			

#### **Material List**

Display	Value
Α	8.625 OD X .322
В	5.563 OD X .375
С	4.500 OD X .337
D	3.500 OD X .216
E	2.375 OD X .154
F	L 5 X 3 1/2 X 1/4 (SLV)
G	L 3 1/2 X 3 X 1/4 (SLV)
Н	L 2 X 2 X 1/8
I	L 4 X 4 X 1/4
J	L 2 X 2 X 3/16
К	L 3 X 3 X 1/4
L	L 3 X 3 X 3/16
М	L 2 1/2 X 2 1/2 X 1/4
N	1 @ 13.333'
0	1 @ 6.667'

#### **Notes**

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2012 International Building Code.
- 11) Tower Rating: 99.4%



Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sloux City, IA 51102-0658 Phone (712) 258-6890 Fax: (712) 279-0814

Job:	19-5217-JDS	
Customer:	AT&T	
Site Name:	Adaburg, KY	
Description:	255' S3TL	
Date:	12/27/2018	By: REB

#### **Designed Appurtenance Loading**

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

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

Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658
Signx City, IA 51102-0658
Phone (1712) 258-6690
Fax: (1712) 278-0614
Information contained herein is the sele property of Sabre Communications Corporation, constitutes a trade secret as defined by lows Code Ch. 550 and sale molt not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications.

Job:	19-5217-JDS		
Customer:	AT&T		
Site Name:	Adaburg, KY		
Description:	255' S3TL		
Date:	12/27/2018	By: REB	

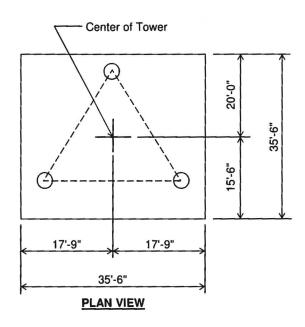


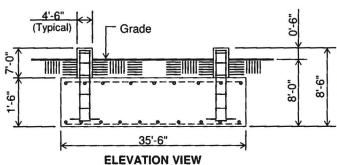
No.: 19-5217-JDS

Date: 12/27/18 By: MH

Customer: AT&T Site: Adaburg, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower





(82.4 cu. yds.) (1 REQD.; NOT TO SCALE)

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

#### **Notes**

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by POD Project No. 17-14409 dated: 11/26/2018.
- See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored download (kips) = 95.13 Factored overturn (kip-ft) = 12,871.54 Factored shear (kips) = 81.08
- 6.5' of soil cover is required over the entire area of the foundation slab.
- 9) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

	Rebar Schedule per Mat and per Pier
Pier	(28) #6 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(64) #9 horizontal rebar evenly spaced each way top and bottom. (256 total)
	Anchor Bolts per Leg
(6) 1.5"	dia. x 78" F1554-105 on a 13.25" B.C. w/ 8.5"

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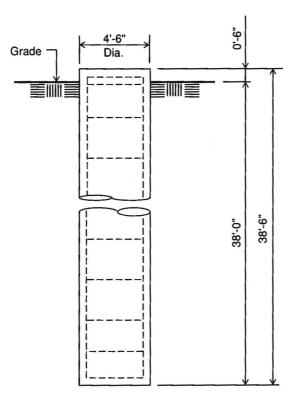


No.: 19-5217-JDS

Date: 12/27/18 By: MH

#### Customer: AT&T Site: Adaburg, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower



#### **ELEVATION VIEW**

(22.7 cu. yds.) (3 REQUIRED; NOT TO SCALE)

#### Notes:

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by POD Project No. 17-14409 dated: 11/26/2018.
- See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored uplift (kips) = 472.00 Factored download (kips) = 544.00 Factored shear (kips) = 50.00
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

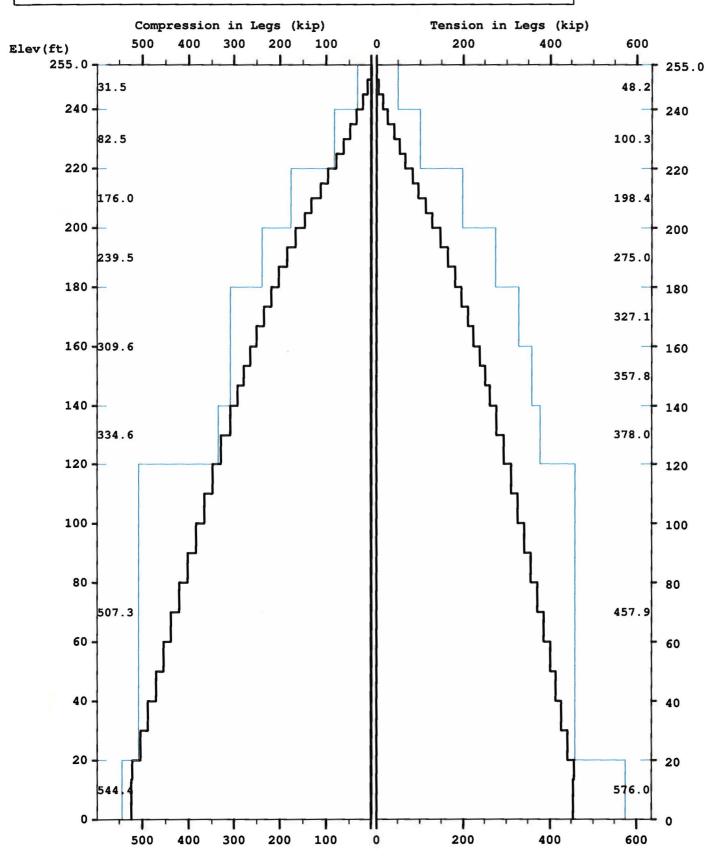
	Rebar Schedule per Pier					
Pier (24) #7 vertical rebar w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C						
	Anchor Bolts per Leg					
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 8.5" max. projection above concrete.						

DRAWFORCE Ver 2.2 (c) Guymast Inc. 2006-2009 Phone: (416) 736-7453

26 dec 2018 15:36:46

Licensed to: Sabre Towers and Poles

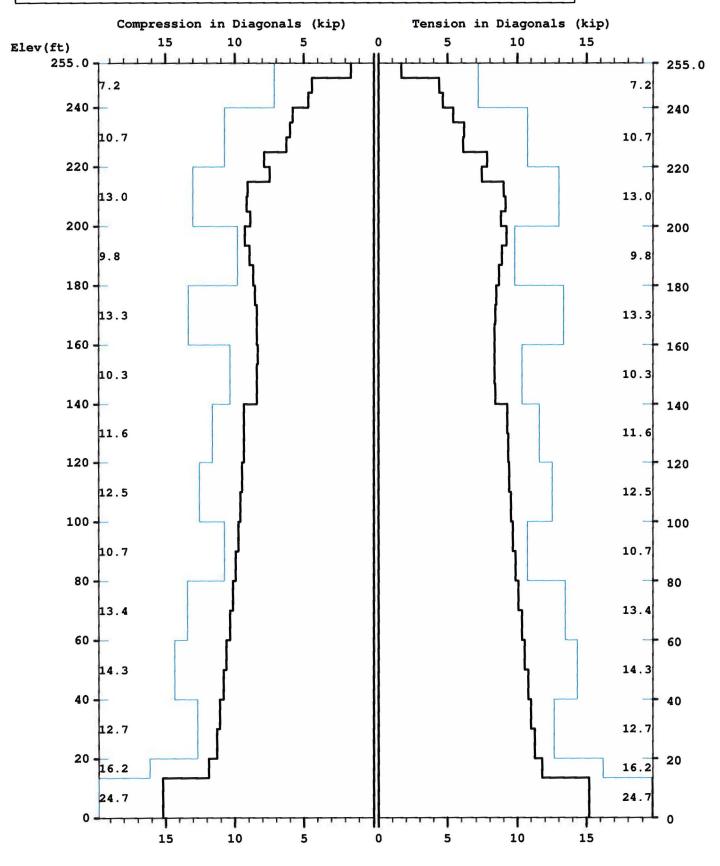
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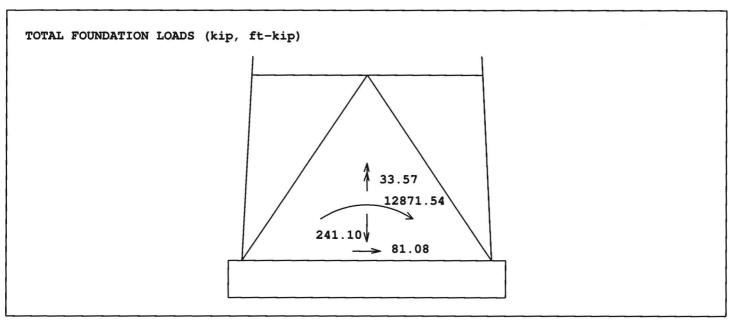
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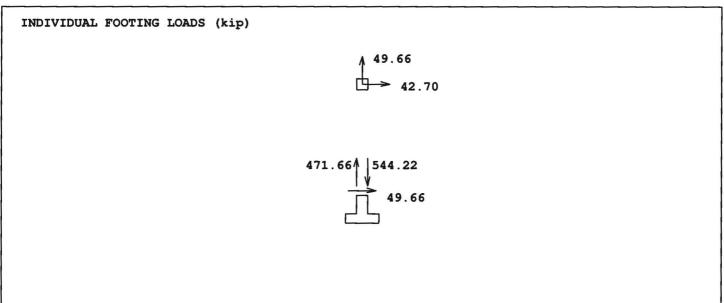
Licensed to: Sabre Towers and Poles

Maximum



Maximum





#### 19-5217-JDS

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

Sabre Towers and Poles on: 26 dec 2018 at: 15:36:46

MAST GEOMETRY ( ft ) \_\_\_\_\_\_

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

MEMBER PROPERTIES

MEMBER	BOTTOM	TOP	X-SECTN	RADIUS	ELASTIC	THERMAL
TYPE	ELEV	ELEV	AREA	OF GYRAT	MODULUS	<b>EXPANSN</b>
	ft	ft	in.sq	in	ksi	/deg
			***************************************			
LE	240.00	255.00	1.075	0.787	29000.	0.0000117
LE	220.00	240.00	2.228	0.787	29000.	0.0000117
LE	200.00	220.00	4.407	0.787	29000.	0.0000117
LE	180.00	200.00	6.111	0.787	29000.	0.0000117
LE	140.00	180.00	7.952	0.787	29000.	0.0000117
LE	120.00	140.00	8.399	0.787	29000.	0.0000117
LE	0.00	120.00	12.763	0.787	29000.	0.0000117
DI	240.00	255.00	0.484	0.626	29000.	0.0000117
DI	220.00	240.00	0.715	0.626	29000.	0.0000117
DI	180.00	220.00	0.902	0.626	29000.	0.0000117
DI	140.00	180.00	1.090	0.626	29000.	0.0000117
DI	120.00	140.00	1.562	0.626	29000.	0.0000117
DI	80.00	120.00	1.688	0.626	29000.	0.0000117
DI	13.33	80.00	1.938	0.626	29000.	0.0000117
DI	0.00	13.33	2.062	0.626	29000.	0.0000117
НО	250.00	255.00	0.484	0.626	29000.	0.0000117
НО	235.00	240.00	0.715	0.626	29000.	0.0000117
НО	0.00	13.33	1.938	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

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воттом	ТОР	L	EGS	DIAC	ONALS	HORIZ	ONTALS	INT	BRACING
ELEV	ELEV	COMP	TENS	COMP	TENS	COMP	TENS	COMP	TENS
ft	ft	kip	kip	kip	kip	kip	kip	kip	kip
250.0	255 0	24 40	10 15	7.16	7.16	F 03	- 00	0.00	0.00
250.0	255.0	31.48	48.15	7.16	7.16	5.82	5.82	0.00	0.00
240.0	250.0	31.48	48.15	7.16	7.16	0.00	0.00	0.00	0.00
235.0	240.0	82.52	100.35	10.74	10.74	8.46	8.46	0.00	0.00
220.0	235.0	82.52	100.35	10.74	10.74	0.00	0.00	0.00	0.00
200.0	220.0	175.98	198.45	13.03	13.03	0.00	0.00	0.00	0.00
180.0	200.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
160.0	180.0	309.64	327.10	13.34	13.34	0.00	0.00	0.00	0.00
140.0	160.0	309.64	357.75	10.34	10.34	0.00	0.00	0.00	0.00
120.0	140.0	334.65	378.00	11.62	11.62	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
80.0	100.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00

			19-5217-305						
60.0	80.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
20.0	40.0	507.33	457.90	12.68	12.68	0.00	0.00	0.00	0.00
13.3	20.0	544.40	576.00	16.16	16.16	0.00	0.00	0.00	0.00
0.0	13.3	544.40	576.00	24.72	24.72	15.60	15.60	7.41	7.41

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

106 mph Ultimate wind with no ice. Wind Azimuth: 0♦

#### MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOAD RADIUS A	AT LOAD ZI AZI	FOR HORIZ kip	CES DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
c c c c	260.0 250.0 238.0 226.0 214.0	0.00 C 0.00 C	0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.24 8.49 6.29 6.22 6.15	0.15 7.20 4.80 4.80 4.80	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 215.0 210.0 215.0 210.0 210.0 180.0 140.0 140.0 120.0 40.0 40.0 20.0 20.0	0.00 180 0.00 42 0.00 42 0.00 64 0.00 67 0.00 79 0.00 83 0.00 92 0.00 89 0.00 353 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322 0.00 322	.0 0.0 .0 0.0 .0 0.0 .1 0.0 .2 0.0 .3 0.0 .3 0.0 .2 0.0 .1	0.06 0.06 0.11 0.11 0.14 0.14 0.15 0.17 0.17 0.19 0.19 0.20 0.20 0.21 0.21 0.21 0.22 0.21 0.21	0.04 0.06 0.06 0.11 0.11 0.11 0.12 0.14 0.18 0.20 0.20 0.22 0.22 0.22 0.22 0.22 0.22 0.24 0.38 0.38 0.38 0.38 0.39 0.40 0.37	0.00 0.06 0.06 0.06 0.06 0.06 0.05 0.05 0.02	0.00 0.08 0.08 0.09 0.09 0.10 0.10 0.08 0.05 0.05 0.05 0.05 0.05 0.03 0.03 0.03
D D	13.3 0.0	0.00 322 0.00 322		0.19 0.19	0.46 0.46	0.02 0.02	0.02 0.02

LOADING CONDITION M 

106 mph Ultimate wind with no ice. Wind Azimuth: 0+

#### MAST LOADING

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

TYPE	ft	RADIUS ft	AZI	AZI	19 HORIZ kip	-5217-JDS DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
с с с с	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.24 8.49 6.29 6.22 6.15	0.12 5.40 3.60 3.60 3.60	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 230.0 225.0 220.0 225.0 220.0 215.0 200.0 180.0 160.0 140.0 140.0 120.0 40.0 40.0 20.0 20.0 20.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 42.0 64.4 64.4 679.5 83.3 92.0 89.2 351.6 316.7 322.4 322.4 322.4 322.4 322.4 322.4 322.4 322.4		0.06 0.06 0.11 0.11 0.14 0.14 0.15 0.17 0.17 0.19 0.20 0.20 0.21 0.21 0.21 0.21 0.21 0.21	0.03 0.03 0.04 0.04 0.08 0.08 0.09 0.11 0.13 0.15 0.15 0.16 0.17 0.20 0.20 0.21 0.21 0.22 0.29 0.29 0.29 0.29 0.28 0.28 0.28	0.00 0.00 0.04 0.04 0.04 0.04 0.03 0.03	0.00 0.08 0.08 0.09 0.10 0.10 0.08 0.05 0.05 0.05 0.05 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03

30 mph wind with 1.5 ice. Wind Azimuth: 0♦

### MAST LOADING

LOAD	ELEV	APPLYLO	ADAT	LOAD	FORCE	ES	MOME	NTS
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
		1.0			KIP	КТР	i c kip	i c kip
C	260.0	0.00	0.0	0.0	0.05	0.30	0.00	0.00
C	250.0	0.00	0.0	0.0	1.24	18.22	0.00	0.00
C	238.0	0.00	0.0	0.0	1.49	12.11	0.00	0.00
C	226.0	0.00	0.0	0.0	1.47	12.07	0.00	0.00
C	214.0	0.00	0.0	0.0	1.44	12.03	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	250.0	0.00	42.0	0.0	0.01	0.25	0.22	0.01
D	240.0	0.00	42.0	0.0	0.01	0.25	0.22	0.01
D	240.0	0.00	69.8	0.0	0.02	0.38	0.20	0.01
D	235.0	0.00	69.8	0.0	0.02	0.38	0.20	0.01
D	235.0	0.00	89.5	0.0	0.02	0.38	0.21	0.01
D	230.0	0.00	89.5	0.0	0.02	0.38	0.21	0.01
D	230.0	0.00	91.0	0.0	0.02	0.41	0.18	0.01
D	225.0	0.00	91.0	0.0	0.02	0.41	0.18	0.01
D	225.0	0.00	86.8	0.0	0.02	0.49	0.12	0.00
D	220.0	0.00	86.8	0.0	0.02 0.02	0.49 0.55	0.12 0.13	0.00
D	220.0 215.0	0.00	84.3 84.3	0.0	0.02	0.55	0.13	0.00
D D	215.0	0.00	345.5	0.0	0.02	0.61	0.05	0.00
D	210.0	0.00	345.5	0.0	0.02	0.61	0.05	0.00
0	210.0	0.00	343.3	0.0	3.02	0.01	0.03	3.00

8 0.00 8 0.00
8 0.00
8 0.00
8 0.00
8 0.00
8 0.00
8 0.00
8 0.00
7 0.00
7 0.00
7 0.00
8 0.00
0.00
0.00
0.00

### MAXIMUM TENSION IN MAST MEMBERS (kip)

======				
ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.71.6	1.63 G	1.02 A	0.00 A
250.0	0.71 S		0.16 G	0.00 A
245.0	3.82 M	4.40 H	0.23 I	0.00 A
240.0	15.33 M	4.63 N	0.33 C	0.00 A
235.0	25.83 M	5.38 M	0.20 A	0.00 A
230.0	39.42 M	6.17 B	0.09 A	0.00 A
225.0	52.30 M	6.12 T	0.11 A	0.00 A
220.0	66.05 M	7.85 B	0.19 A	0.00 A
215.0	82.08 M	7.43 T	0.04 a	0.00 A
210.0	95.98 M	8.99 N	0.20 A	0.00 A
205.0	113.62 M	9.14 H	0.03 A	0.00 A
200.0	128.68 M	8.80 N	0.18 A	0.00 A
193.3	146.35 M	9.24 T	0.05 A	0.00 A
	163.67 M	8.89 N	0.05 A	0.00 A
186.7	180.83 M	8.65 X		
180.0	195.93 M	8.49 R	0.06 A	0.00 A
173.3	210.88 M	8.41 R	0.10 A	0.00 A
166.7	224.47 M	8.36 R	0.06 A	0.00 A
160.0	237.97 M	8.35 R	0.09 A	0.00 A
153.3	250.47 M	8.37 P	0.13 A	0.00 A
146.7	262.98 M	8.44 V	0.08 A	0.00 A
140.0	277.40 M	9.28 P	0.08 A	0.00 A
130.0	294.68 M	9.33 V	0.14 A	0.00 A
120.0	310.80 M	9.41 P	0.07 A	0.00 A
110.0	326.63 M	9.55 V	0.08 A	0.00 A
100.0	341.73 M	9.70 P	0.07 A	0.00 A
90.0	356.70 M	9.70 P 9.89 V	0.07 A	0.00 A
80.0			0.06 A	0.00 A
70.0	371.13 M	10.09 P	0.07 A	0.00 A
	385.47 M	10.32 V		

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60.0			0.06	A	0.00 /	4
	399.40 M 10.	.56 V				
50.0			0.06	Α	0.00	4
	413.25 M 10.	.80 V				
40.0			0.04	0	0.00	4
	426.79 M 11.	.03 P				
30.0			0.08	S	0.00	4
	440.18 M 11.	.25 P				
20.0			0.15	Α	0.00	4
	455.75 M 11.	.78 V				
13.3			0.68	U	0.00	R
	454.68 M 15.	.18 V				
0.0			0.00	Α	0.00	4

### MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-0.88 A	 -1.61 A	-1.03 G	0.00 A
250.0	-8.34 G	-4.42 B	-0.16 M	0.00 A
245.0	-20.06 G	-4.72 H	-0.15 o	0.00 A
240.0	-32.26 G	-5.80 G	-0.23 U	0.00 A
235.0	-48.15 G		-0.13 s	0.00 A
230.0			-0.08 S	0.00 A
225.0	-61.65 G	-6.30 H	-0.06 s	0.00 A
220.0	-78.43 G	-7.86 н	-0.16 S	0.00 A
215.0	-95.06 G	-7.47 B	0.00 U	0.00 A
210.0	-111.90 G	-9.10 G	-0.17 S	0.00 A
205.0	-131.00 G	-9.13 N	-0.01 S	0.00 A
200.0	-146.83 G	-8.85 н	-0.16 s	0.00 A
193.3	-165.54 G	-9.25 н	-0.04 S	0.00 A
186.7	-184.02 G	-8.93 В	-0.13 S	0.00 A
180.0	-202.41 G	-8.67 F	-0.05 s	0.00 A
173.3	-218.80 G	-8.53 L	-0.09 s	0.00 A
166.7	-235.14 G	-8.43 F	-0.05 s	0.00 A
160.0	-250.14 G	-8.39 F	-0.08 s	0.00 A
153.3	-265.09 G	-8.38 F	-0.11 S	0.00 A
	-279.05 G	-8.41 J	-0.11 3	0.00 A
146.7	-293.08 G	-8.45 J		
140.0	-309.38 G	-9.34 J	-0.07 S	0.00 A
130.0	-329.05 G	-9.36 J	-0.12 s	0.00 A
120.0	-347.71 G	-9.46 J	-0.06 s	0.00 A
110.0	-366.35 G	-9.59 J	-0.07 S	0.00 A
100.0	-384.28 G	-9.75 J	-0.06 s	0.00 A
90.0	-402.15 G	-9.93 D	-0.06 s	0.00 A
80.0	-419.54 G	-10.14 J	-0.05 S	0.00 A
70.0			-0.06 s	0.00 A

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60.0	-436.90 G	-10.37 J	-0.05	S	0.00 A
50.0	-453.92 G	-10.61 J	-0.05		0.00 A
	-470.92 G	-10.84 )			
40.0	-487.66 G	-11.06 J	-0.04		0.00 A
30.0	-504.30 G	-11.28 J	-0.09		0.00 A
20.0	-522.81 G	-11.85 D	-0.12	S	0.00 A
13.3			-0.84	C	0.00 X
0.0	-524.24 G	-15.22 D	0.00	Α	0.00 A

#### FORCE/RESISTANCE RATIO IN LEGS

MAGE	LE	G COMPRE			LEG TENS	
MAST ELEV ft	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	COM	KESISI	103110	1 1.113	KESIST	104120
	0.88	31.48	0.03	0.71	48.15	0.01
250.00	8.34	31.48	0.27	3.82	48.15	0.08
245.00	20.06	31.48	0.64	15.33	48.15	0.32
240.00	32.26	82.52	0.39	25.83	100.35	0.26
235.00	48.15	82.52	0.58	39.42	100.35	0.39
230.00	61.65	82.52	0.75	52.30	100.35	0.52
225.00	78.43	82.52	0.95	66.05	100.35	0.66
220.00		175.98	0.54		198.45	0.41
215.00	95.06			82.08		
210.00	111.90	175.98	0.64	95.98	198.45	0.48
205.00	131.00	175.98	0.74	113.62	198.45	0.57
200.00	146.83	175.98	0.83	128.68	198.45	0.65
193.33	165.54	239.46	0.69	146.35	274.95	0.53
186.67	184.02	239.46	0.77	163.67	274.95	0.60
	202.41	239.46	0.85	180.83	274.95	0.66
180.00	218.80	309.64	0.71	195.93	327.10	0.60
173.33	235.14	309.64	0.76	210.88	327.10	0.64
166.67	250.14	309.64	0.81	224.47	327.10	0.69
160.00	265.09	309.64	0.86	237.97	357.75	0.67
153.33	279.05	309.64	0.90	250.47	357.75	0.70
146.67	293.08	309.64	0.95	262.98	357.75	0.74
140.00	309.38	334.65	0.92	277.40	378.00	0.73
130.00	329.05	334.65	0.98	294.68	378.00	0.78
120.00						
110.00	347.71	507.33	0.69	310.80	457.90	0.68
100.00	366.35	507.33	0.72	326.63	457.90	0.71
90.00	384.28	507.33	0.76	341.73	457.90	0.75
80.00	402.15	507.33	0.79	356.70	457.90	0.78
70.00	419.54	507.33	0.83	371.13	457.90	0.81
70.00	436.90	507.33	0.86	385.47	457.90	0.84

60.00					19	-5217-JDS
50.00	453.92	507.33	0.89	399.40	457.90	0.87
40.00	470.92	507.33	0.93	413.25	457.90	0.90
30.00	487.66	507.33	0.96	426.79	457.90	0.93
20.00	504.30	507.33	0.99	440.18	457.90	0.96
13.33	522.81	544.40	0.96	455.75	576.00	0.79
0.00	524.24	544.40	0.96	454.68	576.00	0.79

#### FORCE/RESISTANCE RATIO IN DIAGONALS

MAST	- DIA	G COMPRE	SSION - FORCE/		DIAG TEN	SION FORCE/
ELEV	MAX COMP	COMP RESIST	RESIST RATIO	MAX TENS	TENS RESIST	RESIST RATIO
255.00 -	1.61	7.16	0.23	1.63	7.16	0.23
250.00 -				4.40		
245.00 -	4.42	7.16	0.62		7.16	0.61
240.00 -	4.72	7.16	0.66	4.63	7.16	0.65
235.00 -	5.80	10.74	0.54	5.38 	10.74	0.50
230.00 -	6.02	10.74	0.56	6.17		0.57
225.00 -	6.30	10.74	0.59	6.12	10.74	0.57
220.00 -	7.86	10.74	0.73	7.85	10.74	0.73
	7.47	13.03	0.57	7.43	13.03	0.57
215.00 -	9.10	13.03	0.70	8.99	13.03	0.69
210.00 -	9.13	13.03	0.70	9.14	13.03	0.70
205.00 -	8.85	13.03	0.68	8.80	13.03	0.68
200.00 -	9.25	9.84	0.94	9.24	9.84	0.94
193.33 -	8.93	9.84	0.91	8.89	9.84	0.90
186.67 -	8.67	9.84	0.88	8.65	9.84	0.88
180.00 -	8.53	13.34	0.64	8.49	13.34	0.64
173.33 -	8.43	13.34	0.63	8.41	13.34	0.63
166.67 -	8.39	13.34	0.63	8.36		0.63
160.00 -						
153.33	8.38	10.34	0.81	8.35	10.34	0.81
146.67 -	8.41	10.34	0.81	8.37	10.34	0.81
140.00 -	8.45	10.34	0.82	8.44	10.34	0.82
130.00 -	9.34	11.62	0.80	9.28	11.62	0.80
120.00 -	9.36	11.62	0.81	9.33	11.62	0.80
110.00 -	9.46	12.53	0.76	9.41	12.53	0.75
	9.59	12.53	0.77	9.55	12.53	0.76
100.00 -	9.75	10.73	0.91	9.70	10.73	0.90
90.00 -	9.93	10.73	0.93	9.89	10.73	0.92
80.00 -	10.14	13.43	0.75	10.09	13.43	0.75
70.00 -	10.37	13.43	0.77	10.32	13.43	0.77
60.00 -	10.61	14.31	0.74	10.56		0.74

					19	-5217-30	os	
50.00	10.84	14.31	0.76	10.80	14.31	0.75		
40.00	11.06	12.68	0.87	11.03	12.68	0.87		
30.00	11.28	12.68	0.89	11.25	12.68	0.89		
20.00					<b></b>			
13.33	11.85	16.16	0.73	11.78	16.16	0.73		
0.00	15.22	24.72 	0.62	15.18	24.72	0.61		
STORY CONTROL TO BE		UAL FOUNDA						
		LOAD		(F 1) (T)			TOTAL	
NOR		EAST		OWN	UPLIFT		SHEAR	
49.	66 G	42.70 K	544	.22 G	-471.66	М	49.66 G	
		OADS ON FO		۱ : (kip	& kip-f	t)		
NORTH	-HORIZON I EAST	TAL TOTAL @ 0.0	DOWN	no	PRTH	VERTURN] EAST	NG TOTAL @ 0.0	
81.1 S	77.3	81.1 S	241.1 Y	1287	'1.5 G	12340.6 J	12871.5 G	33.6 T
		Analysis ( license a						16-736-7453
Sabre T	owers and	d Poles				on: 26	dec 2018	at: 15:37:22
=====		=======		:======		======================================		
								******
****	****	*****	Servi	e Load	Conditio	n ****	*****	*****
*****	*******	********	******	******	******	******	**********	*****
Some w	ind load	on(s) show s may have	been de	erived f	rom full	-scale w	ind tunnel	testing

#### MAST LOADING

LOAD	ELEV	APPLYLO	ADAT	LOAD	FORCE	s	MOME	ENTS
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C C C C C	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.08 2.84 2.10 2.08 2.06	0.13 6.00 4.00 4.00 4.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
D D D	255.0 250.0 250.0 240.0 240.0	0.00 0.00 0.00 0.00 0.00	180.0 180.0 42.0 42.0 64.4	0.0 0.0 0.0 0.0	0.02 0.02 0.04 0.04 0.05	0.03 0.03 0.05 0.05 0.09	0.00 0.00 0.05 0.05 0.05	0.00 0.00 0.03 0.03 0.03

0.03 0.03
15 0.03
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0.01

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	DEF NORTH	LECTIONS (f EAST	t) DOWN	TILTS (	(DEG) EAST	TWIST DEG
255.0 250.0 240.0 235.0 235.0 220.0 215.0 210.0 205.0 200.0 193.3 186.7 180.0 173.3 146.7 140.0 153.3 146.7 140.0 100.0 100.0 90.0 80.0 70.0 50.0 20.0	1.150 G 1.100 G 1.047 G 0.997 G 0.998 G 0.900 G 0.854 G 0.768 G 0.768 G 0.650 G 0.655 G 0.653 G 0.557 G 0.514 G 0.473 G 0.331 G 0.331 G 0.331 G 0.321 G 0.129 G 0.129 G 0.129 G 0.129 G 0.129 G 0.129 G 0.129 G 0.129 G 0.129 G 0.103 G 0.047 G	1.106 J 1.057 J 1.057 J 1.007 J 0.959 J 0.911 J 0.779 J 0.779 J 0.662 J 0.662 J 0.625 J 0.579 J 0.535 J 0.494 J 0.454 J 0.317 J 0.382 J 0.349 J 0.317 J 0.288 J 0.317 J 0.288 J 0.212 J 0.180 J 0.123 J 0.123 J 0.123 J 0.099 J 0.078 J 0.099 J 0.078 J 0.099 J 0.078 J 0.099 J 0.079 J 0.006 J 0.006 J 0.006 J	0.017 G 0.016 G 0.015 G 0.015 G 0.014 G 0.013 G 0.013 G 0.012 G 0.012 G 0.011 G 0.011 G 0.011 G 0.010 G 0.010 G 0.009 G 0.009 G 0.009 G 0.008 G 0.007 G 0.006 G 0.007 G 0.006 G 0.005 G 0.005 G 0.005 G 0.004 G 0.003 G	0.583 G 0.584 G 0.578 G 0.578 G 0.559 G 0.5528 G 0.505 G 0.479 G 0.447 G 0.429 G 0.369 G 0.386 G 0.331 G 0.314 G 0.296 G 0.279 G 0.244 G 0.244 G 0.193 G 0.177 G 0.161 G 0.128 G 0.112 G 0.048 G 0.112 G 0.048 G 0.112 G	0.562 J 0.562 J 0.556 J 0.556 J 0.525 J 0.525 J 0.446 J 0.446 J 0.446 J 0.443 J 0.375 J 0.375 J 0.375 J 0.375 J 0.375 J 0.325 J 0.285 J 0.268 J 0.268 J 0.252 J 0.252 J 0.252 J 0.154 J 0.107 J 0.061 J 0.061 J 0.061 J 0.060 J	-0.031 F -0.030 F -0.030 F -0.029 F -0.027 F -0.026 F -0.024 F -0.022 F -0.021 F -0.016 F -0.017 F -0.016 F 0.015 H 0.015 H 0.014 H 0.013 H 0.010 H 0.010 H 0.000 H 0.000 H 0.000 H 0.000 H 0.000 H 0.000 H 0.001 H 0.001 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

#### MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.19 G	0.56 G	0.34 A	0.00 A

			19-521	7-JDS
250.0	0.00 A	1.48 B	0.06 G	0.00 A
245.0	3.68 A		0.10 I	0.00 A
240.0			0.14 C	0.00 A
235.0	6.69 A	1.70 A	0.09 A	0.00 A
230.0	10.56 A	2.12 B	0.03 A	0.00 A
225.0	14.73 A	2.00 B	0.05 A	0.00 A
220.0	18.41 A	2.63 B	0.07 A	0.00 A
215.0	23.64 A	2.48 н	0.01 C	0.00 A
210.0	27.39 A	2.98 B	0.08 A	0.00 A
205.0	32.87 A	3.06 н	0.02 A	0.00 A
	37.73 A	2.93 в		
200.0	43.39 A	3.09 в	0.07 A	0.00 A
193.3	48.93 A	2.97 н	0.02 A	0.00 A
186.7	54.39 A	2.90 L	0.06 A	0.00 A
180.0	59.16 A	2.84 F	0.02 A	0.00 A
173.3	63.85 A	2.82 L	0.04 A	0.00 A
166.7	68.09 A	2.80 F	0.02 A	0.00 A
160.0			0.03 A	0.00 A
153.3	72.30 A		0.05 A	0.00 A
146.7	76.18 A		0.03 A	0.00 A
140.0	80.04 A	2.84 J	0.03 A	0.00 A
130.0	84.49 A	3.12 D	0.06 A	0.00 A
120.0	89.77 A	3.15 J	0.03 A	0.00 A
110.0	94.64 A	3.17 D	0.03 A	0.00 A
100.0	99.34 A	3.23 ງ	0.03 A	0.00 A
90.0	103.79 A	3.29 J	0.03 A	0.00 A
	108.19 A	3.36 )		0.00 A
80.0	112.41 A	3.43 J	0.02 A	
70.0	116.59 A	3.52 J	0.03 A	0.00 A
60.0	120.63 A	3.60 J	0.02 A	0.00 A
50.0	124.61 A	3.68 J	0.02 A	0.00 A
40.0	128.49 A	3.77 ]	0.01 C	0.00 A
30.0	132.32 A	3.85 )	0.02 G	0.00 A
20.0		4.02 J	0.06 A	0.00 A
13.3	137.05 A	4.02 J 5.19 J	0.21 I	0.00 L
0.0	135.86 A	3.TA 1	0.00 A	0.00 A

## MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0			-0.35 G	0.00 A

				19-5217 <b>-</b> JDS
350.0	-0.35 A	-0.54 A	0.05	
250.0	-4.08 G	-1.50 B	-0.05	
245.0	-8.05 G	-1.62 B	-0.03	
240.0	-12.61 G	-2.05 G	-0.04	I 0.00 A
235.0	-18.56 G	-1.97 в	-0.02	G 0.00 A
230.0	-23.23 G	-2.17 B	-0.02	G 0.00 A
225.0			0.00	G 0.00 A
220.0	-29.66 G		-0.05	G 0.00 A
215.0	-35.36 G	-2.52 B	0.00	A 0.00 A
210.0	-41.78 G	-3.07 G	-0.05	G 0.00 A
205.0	-48.53 G	-3.06 B	0.00	A 0.00 A
200.0	-53.99 G	-2.98 н	-0.04	
193.3	-60.47 G	-3.10 H	-0.01	
186.7	-66.90 G	-3.01 B	-0.04	
	-73.33 G	-2.92 F		
180.0	-79.10 G	-2.88 L	-0.01	
173.3	-84.88 G	-2.84 F	-0.03	
166.7	-90.21 G	-2.83 L	-0.01	
160.0	-95.54 G	-2.83 F	-0.02	G 0.00 A
153.3	-100.53 G	-2.85 J	-0.03	G 0.00 A
146.7	-105.57 G	-2.85 D	-0.02	G 0.00 A
140.0			-0.02	G 0.00 A
130.0	-111.43 G	-3.17 J	-0.03	G 0.00 A
120.0	-118.55 G	-3.18 D	-0.02	G 0.00 A
110.0	-125.39 G	-3.22 J	-0.02	G 0.00 A
100.0	-132.29 G	-3.27 J	-0.01	G 0.00 A
90.0	-138.97 G	-3.33 J	-0.02	G 0.00 A
80.0	-145.64 G	-3.40 J	-0.01	G 0.00 A
70.0	-152.17 G	-3.48 J	-0.01	
	-158.70 G	-3.56 J	-0.01	
60.0	-165.13 G	-3.64 J		
50.0	-171.58 G	-3.72 J	-0.01	
40.0	-177.94 G	-3.80 J	-0.01	
30.0	-184.27 G	-3.88 J	-0.04	
20.0	-191.12 G	-4.09 J	-0.03	G 0.00 A
13.3	-192.31 G	-5.24 J	-0.31	C 0.00 L
0.0			0.00	A 0.00 A
	DIVIDUAL FOUND			

#### MAXI

	LOADC	OMPONENTS		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
17.76 G	15.27 K	199.65 G	-141.11 A	17.76 G

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

19-5217-JDS

TORSION	G	-OVERTURNING		DOWN	L	ORIZONTA	H
	@ TOTAL	EAST	NORTH		TOTAL 0.0	EAST @	NORTH
11.2 H	4350.4 G	4172.7	4350.4 G	79.3 B	27.6 G	26.3 J	27.6 G

#### MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1
Customer AT&T
Project Number 19-5217-JDS
Date 12/27/2018
Engineer MH

_				
Overa	 -	a	-	
Overa	 ua	u	-	-

Overall Loads:			
Factored Moment (ft-kips)	12871.54		
Factored Axial (kips)	241.10		
Factored Shear (kips)	81.08		
Individual Leg Loads:		Tower eccentric from mat (ft)	= 2.25
Factored Uplift (kips)	472.00		
Factored Download (kips)	544.00		
Factored Shear (kips)	50.00		
Width of Tower (ft)	29	Allowable Bearing Pressure (ksf)	5.00
Ultimate Bearing Pressure	10.00	Safety Factor	2.00
Bearing Фs	0.75		
Bearing Design Strength (ksf)	7.5	Max. Factored Net Bearing Pressure (ksf)	2.74
Water Table Below Grade (ft)	23		
Width of Mat (ft)	35.5	Minimum Mat Width (ft)	35.50
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	8		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top			
of Bottom Threads (in)	66.125		
Diameter of Pier (ft)	4.5	Minimum Pier Diameter (ft)	2.44
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.99
Ht. of Pier Below Ground (ft)	6.5		
Quantity of Bars in Mat	64		
Bar Diameter in Mat (in)	1.128		
Area of Bars in Mat (in <sup>2</sup> )	63.96		
Spacing of Bars in Mat (in)	6.65	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	28		
Bar Diameter in Pier (in)	0.75		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in <sup>2</sup> )	12.37	Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	11.45
Spacing of Bars in Pier (in)	5.18	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5	3 ( )	
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd3)	82.38		
() 4 /	02.00		

### MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

		1 <u>4</u>
Tura	MAI	Chaari
I WU-	way	Shear:

Average d (in)	13.872		
φν <sub>c</sub> (ksi)	0.228	v <sub>u</sub> (ksi)	0.227
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.285		
$\phi V_c = \phi 4 f'_c^{1/2}$	0.228		
Shear perimeter, b <sub>o</sub> (in)	184.61		
$\beta_c$	1		
Stability:			

Overturning Design Strength (ft-k) One-Way Shear:	20030.3	Factored Overturning Moment (ft-k)	13560.7
	070.0	A/ /lidma	400-4
φV <sub>c</sub> (kips)	673.9	V <sub>u</sub> (kips)	493.4
Pier Design:			
Design Tensile Strength (kips)	668.0	Tu (kips)	472.0
φV <sub>n</sub> (kips)	156.4	V <sub>u</sub> (kips)	50.0
$\phi V_c = \phi 2 (1 + N_u / (500 A_g)) f'_c^{1/2} b_w d$	156.4		
V <sub>s</sub> (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d (kips)$	626.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
Actual Hook Development (in)	12.74	Req'd Hook Development Idh (in)	8.69
		*** Ref. ACI 11.5.5 & 11.5.6.3	

#### **Anchor Bolt Pull-Out:**

Anchor Bolt Full-Out.			
$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	344.9	P <sub>u</sub> (kips)	472.0
Pier Rebar Development Length (in)	46.63	Required Length of Development (in)	18.96
Clavura in Clab.			

Flexure in Slab:	No. of the second secon
φM <sub>n</sub> (ft-kips)	3653.6
a (in)	2.36
Steel Ratio	0.01082
$\beta_1$	0.825

$\beta_1$	0.825
Maximum Steel Ratio (ρ <sub>t</sub> )	0.0197
Minimum Steel Ratio	0.0018
Rebar Development in Pad (in)	106.47

P <sub>u</sub> (kips)	472.0
Required Length of Development (in)	18.96
M <sub>υ</sub> (ft-kips)	3634.9

Required Development in Pad (in) 12.47

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

#### **DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES**

Tower Description 255' S3TL Series HD1
Customer Name AT&T
Job Number 19-5217-JDS
Date 12/27/2018
Engineer MH

Factored Uplift (kips)	472		
Factored Download (kips)	544		
Factored Shear (kips)	50		
Ultimate Bearing Pressure	55.3		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	41.475		
Water Table Below Grade (ft)	23		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top			
of Bottom Threads (in)	66.125		
Pier Diameter (ft)	4.5	Minimum Pier Diameter (ft)	2.44
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	38		
Quantity of Bars	24		
Bar Diameter (in)	0.875		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		2772
Area of Bars (in <sup>2</sup> )	14.43	Minimum Area of Steel (in2)	11.45
Spacing of Bars (in)	6.04	, ,	
f'c (ksi)	4.5		
fy (ksi)	60		
, , , ,			
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Φs	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd3)	22.68		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?		0	
Depth at Bottom of Laver (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	y (kcf)

ignore bottom Length in Download:			
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
3	0.10	0.10	0.11
8	0.35	0.35	0.11
40	1.20	1.20	0.11
	0.00	0.00	0
	0.00	0.00	0
the contract of the contract o	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

#### Download:

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

	30.4	
	659.6	
	403.4	
910	1063.1	17,40

Factored Net Download (kips)

574.4

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

		2 PA .
	n	
•		

Nominal Skin Friction (kips)	537.9		
Wc, Weight of Concrete (kips)	77.0		
W <sub>R</sub> , Soil Resistance (kips)	1937.9		
ФsWr+0.9Wc (kips)	1522.7		
Uplift Design Strength (kips)	472.7	Factored Uplift (kips)	472.0
Pier Design:			
Design Tensile Strength (kips)	779.3	Tu (kips)	472.0
φV <sub>n</sub> (kips)	156.4	V <sub>u</sub> (kips)	50.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_w d \text{ (kips)}$	156.4		
V <sub>s</sub> (kips)	0.0	*** $V_s$ max = 4 $f'_c^{1/2}b_wd$ (kips)	626.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
		*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Bolt Pull-Out:			

#### **Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	344.9	P <sub>u</sub> (kips)	472.0
Rebar Development Length (in)	46.69	Required Length of Development (in)	23.70

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

Navigation

Reports

PSC Home

### KY Public Service Commission

### Master Utility Search

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

combination of criteria.

• Enter Partial names to return the closest

match for Utility Name and Address/City/Contact entries.

Utility ID Utility Name

Address/City/Contact Utility Type

**Status** 

▼ Active ▼

Search

	Utility ID	Utility Name	Utility Type	Class	City	Stat
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	Α	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	נא
View	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	נא
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	С	Carrollton	TX
View	4111050	BlueBird Communications, LLC	Cellular	С	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	Α	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	ΙA

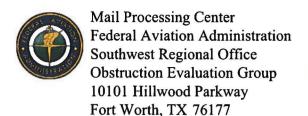
		Utility Master Information Search			7	
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	Α	Basking Ridge	נא
View	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Cellular	Α	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	В	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	D	San Antonio	ТХ
View	10640	Cumberland Cellular Partnership	Cellular	Α	Elizabethtown	KY
View	4111200	Dynalink Communications, Inc.	Cellular	С	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
View	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D ·	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	Α	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	Α	Basking Ridge	נא
View	4103100	i-Wireless, LLC	Cellular	Α	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	נא
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4111250	Liberty Mobile Wireless, LLC	Cellular	С	Sunny Isles Beach	
View	4111400	Locus Telecommunications, LLC	Cellular	С	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	ЦИ
View	4108800	MetroPCS Michigan, LLC	Cellular	Α	Bellevue	WA

		Ottility Master Information Search				T.
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	Α	San Antonio	тх
View	10900	New Par dba Verizon Wireless	Cellular	Α	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	Α	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
View	4110250	Plintron Technologies USA LLC	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	Cellular	Α	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	4106200	Rural Cellular Corporation	Cellular		Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	Α	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4200100	Sprint Spectrum, L.P.	Cellular	Α	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	Α	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Atlanta	GA
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	Α	Toronto	ON

#### Utility Master Information -- Search

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

# EXHIBIT E FAA



Issued Date: 07/17/2018

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

#### \*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\*

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

Structure:

Tower Adaburg

Location:

Hartford, KY

Latitude:

37-35-25.53N NAD 83

Longitude:

86-51-29.35W

Heights:

638 feet site elevation (SE)

270 feet above ground level (AGL) 908 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

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

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

This determination expires on 01/17/2020 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination does not constitute authority to transmit on the frequency(ies) identified in this study. The proponent is required to obtain a formal frequency transmit license from the Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA), prior to on-air operations of these frequency(ies).

This determination of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is being caused by the licencee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (202) 267-5281, or lynnette.farrell@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-10088-OE.

Signature Control No: 365730720-370433615

(DNE)

Lynnette Farrell Technician

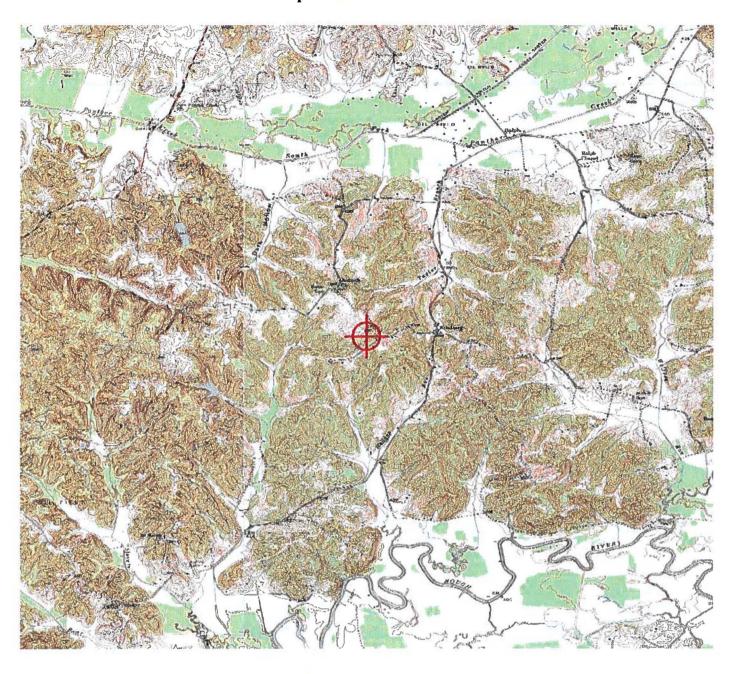
Attachment(s) Frequency Data Map(s)

cc: FCC

## Frequency Data for ASN 2018-ASO-10088-OE

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

# TOPO Map for ASN 2018-ASO-10088-OE



# EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



### KENTUCKY TRANSPORTATION CABINET

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

## KENTUCKY AIRPORT ZONING COMMISSION

## **APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE**

APPLICANT (name)	_	PHONE	FAX	KY AERONAUTICA	L STUDY #		
John Monday		855-699-7073	972-907-1131				
ADDRESS (street)		CITY		STATE	ZIP		
3300 E. Renner Road, B31	132	Richardson		TX	75082		
APPLICANT'S REPRESEN	NTATIVE (name)	PHONE	FAX				
Cynthia Fortner		704-724-1333	N/A		· · · · · · · · · · · · · · · · · · ·		
ADDRESS (street)		CITY		STATE	ZIP		
1975 Joe B. Jackson Parky	way	Murfreesbo	ro	TN	37127		
	New Constructi	on 🔲 Alteration	Existing	WORK SCHEDULE			
<b>DURATION</b> Perm	anent 🔲 Tem	orary ( <i>months</i>	days )	Start End	TBD		
TYPE Crane	Building	MARKING/PAINTIN	G/LIGHTING PREFE	RRED			
X Antenna Tower		Red Lights & Pai	nt White- med	ium intensity 🔲 🖠	White- high intensity		
Power Line Wa	ater Tank	X Dual- red & med	lium intensity white	Dual- red & h	igh intensity white		
Landfill Ot	her	Other	-				
LATITUDE		LONGITUDE	<u> </u>	DATUM X NAC	083 NAD27		
37 <sup>0</sup> 35 ′ 25.53	<i>"</i>	86 ° 51 ′ 29 .:	25 "	Other			
NEAREST KENTUCKY			Y PUBLIC USE OR M				
CityHartford County Ohio	ľ	JQD-Ohio County Airpor					
SITE ELEVATION (AMSL	feet)	TOTAL STRUCTURE	HEIGHT (AGL, feet)	CURRENT (FAA ge	ronautical study #)		
638	,,,,,,,	270	(, , , , , , , , , , , , ,	2018-ASO-10088	71 100		
OVERALL HEIGHT (site 6	elevation plus toti		feet)		eronautical study #)		
908	revacion plas toti	in structure rieigiri, j	ccij	NEVIOUS (1747 00	Tondatical Study #7		
DISTANCE (from neares	t Kentucky nublic	use or Military airn	ort to structure)	PREVIOUS (KY aer	ongutical study #\		
1.50	t Kentucky public	use or willitary airp	ort to structure;	PREVIOUS (KT der	onuuticai staay #j		
7.9 NM	st Vantusky nuhli	ausa or Military aire	nort to structural				
DIRECTION (from neare	зі кептиску риын	use or willitury uir	oort to structure)				
North	TION / Attack / ICC	°C 7 F main who my made					
DESCRIPTION OF LOCAT		3 7.5 minute quaar	angie map or an airp	oort layout arawing	with the precise site		
marked and any certifie							
	1A an	d Quad attached					
DESCRIPTION OF PROP	OCAL						
DESCRIPTION OF PROP	USAL						
AT&T proposes to constr	uct a 255' commun	ication tower with a 1	L5' lightning rod for an	overall height of 270	<b>'</b> .		
FAA Form 7460-1 (Has t		struction or Alterat	tion" been filed with	the Federal Aviatio	n Administration?)		
No X Yes, when?	7/16/2018						
<b>CERTIFICATION</b> (I hereb		he above entries, m	ade by me, are true,	complete, and cori	rect to the best of		
my knowledge and belie							
PENALITIES (Persons fai					2		
imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)							
NAME	TITLE	SIGNATURE	P. 20	DATE			
Michelle Ward	Sr. Real Estate Mg	. 2	hiere word	12/23/2018			
		Chairperson	KA7C				
COMMISSION ACTION		Administrate					
	0101147117	Administrate	., <b></b>	0.475			
Approved	SIGNATURE			DATE			
Disapproved							

# EXHIBIT G GEOTECHNICAL REPORT

Date: November 26, 2018 POD Job Number: 17-14409

### **GEOTECHNICAL REPORT**

**ADABURG** 

(KYL03665)

37° 35′ 25.53″ N 86° 51′ 29.35″ W

544 Adaburg Tower Lane Hartford, KY 42347

Prepared For:



Prepared By:





November 26, 2018

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

Re: Geotechnical Report – PROPOSED 255' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR

Site Name: ADABURG (KYL03665)

Site Address: 544 Adaburg Tower Lane, Hartford, Ohio County, Kentucky

Coordinates: N37\* 35' 25.53", W86\* 51' 29.35"

POD Project No. 17-14409

Dear Ms. Ward:

Attached is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower and equipment support foundations.

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

Cordially,

Mark Patterson, P.E. Project Engineer

Max Patters

License No.: KY 16300

Copies submitted:

(3) Ms. Michelle Ward

ADABURG November 26, 2018

#### **LETTER OF TRANSMITTAL**

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#### **APPENDIX**

BORING LOCATION PLAN BORING LOG SOIL SAMPLE CLASSIFICATION

**ADABURG** November 26, 2018

**Geotechnical Report** 

PROPOSED 255' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR

Site Name: ADABURG (KYL03665)

544 Adaburg Tower Lane, Hartford, Ohio County, Kentucky

N37° 35' 25.53", W86° 51' 29.35"

1. **PURPOSE AND SCOPE** 

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by

drilling three borings and to evaluate this data with respect to foundation concept and design for the proposed

tower. Also included is an evaluation of the site with respect to potential construction problems and

recommendations dealing with quality control during construction.

2. **PROJECT CHARACTERISTICS** 

AT&T is proposing to construct a self-support tower and either an equipment shelter, slab or platform at N37° 35'

25.53", W86° 51' 29.35", 544 Adaburg Tower Lane, Hartford, Ohio County, Kentucky. The site is located on a

pasture surrounded by trees in a very rural area of Ohio County. The proposed lease area will be 10,000 square

feet and will be accessed by a new easement over an existing dirt road from Adaburg Tower Lane northwest to the

site. The proposed elevation at the tower location is about EL 638 and there is about 9 feet of change in elevation

across the proposed lease area. The proposed tower location is shown on the Boring Location Plan in the

Appendix.

3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling three test borings near the base of the proposed tower. The

Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions

encountered. A sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general

subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the

Lower Pennsylvanian age Tradewater and Caseyville Formation. The formation is made up of mixed clastics of sandstone,

shale, siltstone, coal and limestone and is non-karst.

The borings encountered about 6 inches of topsoil at the existing ground surface. Below the topsoil, the borings

encountered silty clay (CL) of low to medium plasticity to about 6 to 8.5 feet. The SPT N-values in the silty clay were

between 2 and 16 blows per foot (bpf) generally indicating a very soft to very stiff consistency. Highly weathered

1

Geotechnical Report ADABURG
November 26, 2018

sandstone was encountered below the silty clay to scheduled termination depths of 20 feet in borings B-2 and B-3. B-1

encountered highly weathered shale at about 25 feet and was terminated at the scheduled depth of 40 feet.

Groundwater was noted on the drilling equipment at about 23 feet in boring B-1 and at 24 feet at completion. Borings B-2

and B-3 were dry at the completion of soil drilling operations. It must be noted, however, that short-term water readings in

test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized

that the groundwater level is not stationary but will fluctuate seasonally.

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 2013 Kentucky Building

Code, the site class is considered "C". Seismic design requirements for telecommunication towers are given in section

1622 of the code. A detailed seismic study was beyond the scope of this report.

4. FOUNDATION DESIGN RECOMMENDATIONS

The following design recommendations are based on the previously described project information, the subsurface

conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types

encountered, our analyses, and our experience. If there is any change in the project criteria or structure location,

you should retain us to review our recommendations so that we can determine if any modifications are required.

The findings of such a review can then be presented in a supplemental report or addendum.

We recommend that the geotechnical engineer be retained to review the near-final project plans and

specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We

recommend this review to check that our assumptions and evaluations are appropriate based on the current

project information provided to us, and to check that our foundation and earthwork recommendations were

properly interpreted and implemented.

4.1. Proposed Tower

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a common mat

2

foundation.

#### 4.1.1. Drilled Piers

The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types and were not directly measured. The all values provided are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 40 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0-3	3-8	8 – 40
Ultimate Bearing Pressure (psf)		5,300	55,300
C Undrained Shear Strength, psf	500	1,000	10,000
Ø Angle of Internal Friction degrees	0	0	0
Total Unit Weight, pcf	110	120	135
Soil Modulus Parameter k, pci	30	500	2000
Passive Soil Pressure, psf/one foot of depth		650 + 40(D-3)	6,500 + 45(D-8)
Side Friction, psf	100	350	1200

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated.

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

ADABURG November 26, 2018

4.1.2. Mat Foundation

The tower could be supported on a common mat foundation bearing on the weathered shale at least 8 feet in depth can be designed using a net allowable bearing pressure of 5,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. The friction value can be increased to 0.30 between the concrete and bedrock. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

It is important that the mat be designed with an adequate factor of safety with regard to overturning under the maximum design wind load.

4.2. Equipment Platform

An equipment platform may be supported on shallow piers bearing in the natural clay and designed for a net allowable soil pressure of 2,000 pounds per square foot. The piers should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

4.3. Equipment Slab

A concrete slab supporting the equipment must be supported on at least 6-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 6 in. of granular material is placed below the slab, a modulus of subgrade reaction (k) of 110 lbs/cu.in. can be used for design of the slab. All existing topsoil or soft natural soil should be removed beneath crushed stone layer.

4.4. Equipment Building

If an equipment building support on a slab is chosen in place of the equipment platform, it may be supported on shallow spread footings bearing in the highly weathered shale and designed for a net allowable soil pressure of 2,000 pounds per square foot.

4

ADABURG November 26, 2018

The footings should be at least ten inches wide. If the footings bear on soil, they should bear at a depth of at least 30

inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

Floor slabs must be supported on at least 4-inch layer of relatively clean granular material such as gravel or crushed

stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute

concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 4 in. of

granular material is placed below the slab, a modulus of subgrade reaction (k) of 110 lbs/cu.in. can be used for

design of the floor slabs.

4.5. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the tower and platform

and not allowed to pond. It is recommended that all foundation concrete be placed the same day the excavation is

made.

At the time of this investigation, groundwater was not encountered until about 23 feet. Therefore, no special provisions

regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be

pumped with sumps.

5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor

variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended

the geotechnical engineer, or a qualified representative be retained to perform continuous inspection and review

during construction of the soils-related phases of the work. This will permit correlation between the test boring

data and the actual soil conditions encountered during construction.

5.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded

water or loose material.

Make provisions for ground water removal from the drilled shaft excavation. Groundwater was encountered at 23 feet during the soil drilling and some significant seepage may be encountered

if the piers extend that deep. The drilled pier contractor should have pumps on hand to remove

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ADABURG November 26, 2018

water from the drilled pier.

- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion in the drilled shaft.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

#### 5.2 Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to ensure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils.

#### 5.3 Construction Dewatering

At the time of this investigation, groundwater was not encountered until 23 feet. Therefore, no special provisions regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be pumped with sumps.

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ADABURG

If groundwater is encountered in the drilled pier excavations, it may be difficult to dewater since pumping directly

from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not

dewatered, concrete should be placed by the tremie method.

6 FIELD INVESTIGATION

Three soil test boring was drilled near the base of the proposed tower. Split-spoon samples were obtained by the Standard

Penetration Test (SPT) procedure (ASTM D1586) in all test borings. The borings were terminated at the scheduled depths

of 20 and 40 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer.

Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring log is included in the Appendix along with a sheet defining the terms and symbols used on the logs and an

explanation of the Standard Penetration Test (SPT) procedure. The log present visual descriptions of the soil strata

encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results,

and other pertinent field data and observations.

7 WARRANTY AND LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance

with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties,

either express or implied. POD Group is not responsible for the independent conclusions, opinions or recommendations

made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed from information

obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on

the log. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time

may cause the soil conditions to change from those described in this report.

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the

course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered

necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly

completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the

recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed

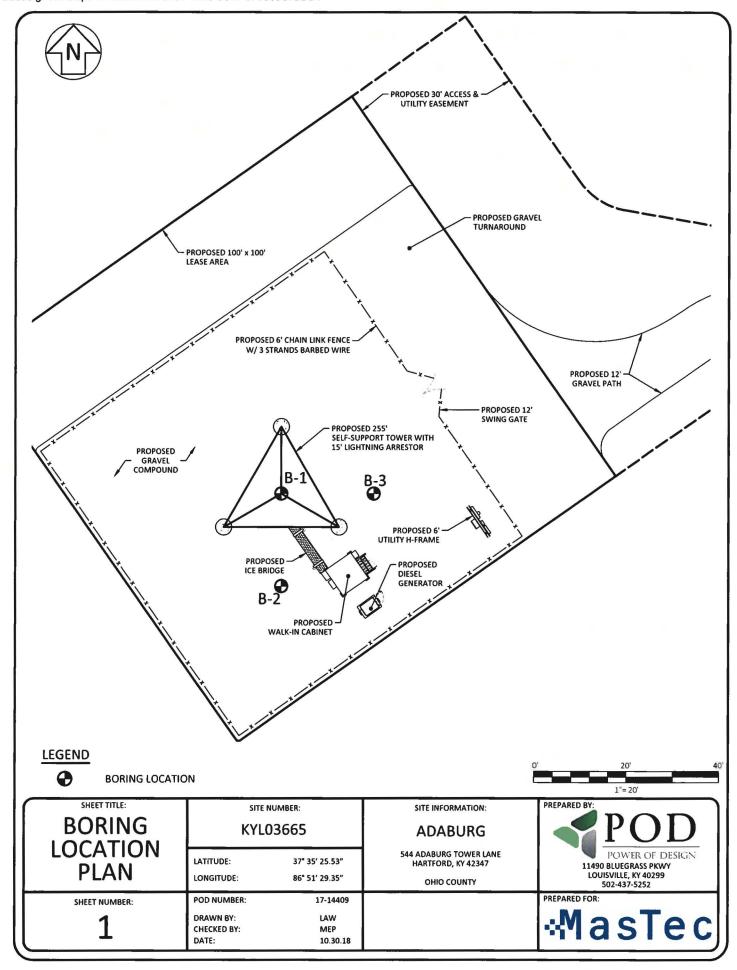
in this report, if the project information contained in this report is incorrect, or if additional information becomes available,

a review must be made by this office to determine if any modification in the recommendations will be required.

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## **APPENDIX**

BORING LOCATION PLAN
BORING LOG
SOIL SAMPLE CLASSIFICATION





# **Boring Log**

Boring: B-1

Page 1 of 1

Project: Adaburg City, State Greenville, KY

Method: H.S.A. Boring Date: 13-Oct-18 Location: Proposed Tower

Inside Diameter: 3 1/4" Drill Rig Type: 66 DT Hammer Type: Auto

Groundwater: 23' on drill rods and 24' at completion Weather:

			on drill rods and 24' at comple								Weath					_	
Щ	er: Co	mmon	wealth Drilling	Note: A	lbou	t 6 inche	s of	tops	oil wa	s end	counter	ed at		und sur			
	From (ft)	To (ft)	Material Description			Sample Depth (ft)	Sample Type	and and	6-inch increment		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength,
	0.5	6.0	SILTY CLAY (CL) - soft, very moist, of	orange	////												
			brown	J		1-2.5	SS	0,	1,	2	14	3,					1.0
		3.5	- stiff, moist, trace sandstone			3.5 - 5	SS	2,	5,	6	16	11,			i		2.5
	6.0	25.0	SANDSTONE - highly weathered, or brown with trace clay	range		6 - 7.5	SS	17,	19,	50	7	69,					4.5
						8.5 - 10	SS		50,		1	50,					
						13.5-15	SS		50,		3	50,					
						18.5-20	SS		50,		4	50,					
	25.0	40.0	SHALE - highly weathered, dark gray trace sandstone	y with		23.5-25	SS		50,		1	50,					
						28.5-30	SS		50,		3	50,				1	
						33.5-35	SS				2						
		- Lines	Boring Terminated at 40 feet			38.5-40	ss		50,		1	50,					
			Doving formillation at 40 feet														}
											8						
											5.						
l	,*.																



# **Boring Log**

Boring: B-2

Page 1 of 1

City, State **Project:** Adaburg Greenville, KY Method: H.S.A. Boring Date: 13-Oct-18 Location: Proposed Tower Inside Diameter: 3 1/4" Drill Rig Type: 66 DT Hammer Type: Auto Groundwater: DRY Weather: Dril

Junuwater							O constant		weath						
ller: Com	monwealth Drilling	Note: Ab	out 6	5 inche	s of	tops	oil wa	senc	counter	ed at		ınd sur			
	To (ft) Material Description			Sample Depth (ft)	Sample Type	ā	6-inch increment		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength,
	8.5 SILTY CLAY (CL) - very soft, very	/ moist.													
	orange brown			1-2.5	ss	0,	1,	1	12	2,					1.0
	3.5 - stiff, moist, trace sandstone			3.5 - 5	SS	4,	5,	7	11	12,					2.5
	6.0 - medium stiff		9	6 - 7.5	SS	4,	5,	4	10	9,					3.0
8.5 2	SANDSTONE - highly weathered, brown with trace clay	orange	8	3.5 - 10	SS		50,		4	50,					
			1	3.5-15	SS		50,		2	50,					
	Boring Terminated at 20 fe		1	8.5-20	ss		50,		1	50,					



# **Boring Log**

Boring: B-3

Page 1 of 1

**Project:** 

Adaburg

City, State

Greenville, KY

Method: H.S.A. Inside Diameter: 3 1/4"

Boring Date:

Drill Rig Type:

13-Oct-18 66 DT Location: Proposed Tower Hammer Type: Auto

Weather:

Groundwater: DRY

	er: DR mmon		Abou	ıt 6 inch	es of	tops	oil wa		Weath counter		the gro	und sur	face		
From (ft)	To (ft)	Material Description		Sample Depth (ft)	Sample Type		Blows per 6-inch		Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined
0.5	6.5	SILTY CLAY (CL) - soft, moist, brown		1-2.5	ss	0,	1,	2	15	3,					2
	3.5	- medium stiff		3.5 - 5	ss	3,	4,	4	16	8,					1
6.5	20.0	SANDSTONE - highly weathered, orange brown-light gray with trace clay and free wate		6 - 7.5	SS	4,	5,	7	16	12,			i .		4
		brown-right gray with trace clay and free water		8.5 - 10	SS	42,	50,		12	50,					
				13.5-15	SS		50,		1	50,			ı.		
	18.5	- light gray-brown		18.5-20	ss		50,		2	50,					
			8												
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									i						
														j	
									_				2i	·	

	FIN	NE AND COA	RSE GRAINED	SOIL INFOR	MATION				
COARSE GRAINED SOILS (SANDS & GRAVELS)		1	NE GRAINED SO (SILTS & CLAYS		PARTICLE SIZE				
				Qu, KSF					
<u>N</u>	Relative Density	<u>N</u>	Consistency	<u>Estimated</u>	Boulders	Greater than 300 mm (12 in)			
0-4	Very Loose	0-1	Very Soft	0-0.5	Cobbles	75 mm to 300 mm (3 to 12 in)			
5-10	Loose	2-4	Soft	0.5-1	Gravel	4.74 mm to 75 mm (3/16 to 3 in)			
11-20	Firm	5-8	Firm	1-2	Coarse Sand	2 mm to 4.75 mm			
21-30	Very Firm	9-15	Stiff	2-4	Medium Sand	0.425 mm to 2 mm			
31-50	Dense	16-30	Very Stiff	4-8	Fine Sand	0.075 mm to 0.425 mm			
Over 50	Very Dense	Over 31	Hard	8+	Silts & Clays	Less than 0.075 mm			

The **STANDARD PENETRATION TEST** as defined by ASTM D 1586 is a method to obtain a disturbed soil sample for examination and testing and to obtain relative density and consistency information. A standard 1.4-inch I.D./2-inch O.D. split-barrel sampler is driven three 6-inch increments with a 140 lb. hammer falling 30 inches. The hammer can either be of a trip, free-fall design, or actuated by a rope and cathead. The blow counts required to drive the sampler the final two increments are added together and designate the N-value defined in the above tables.

#### **ROCK PROPERTIES**

ROCK QU	ALITY DESIGNATION (RQD)		ROCK HARDNESS
Percent RQD	Quality	Very Hard:	Rock can be broken by heavy hammer blows.
0-25	Very Poor	Hard:	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.
25-50	Poor	Moderately	Small pieces can be broken off along sharp edges by considerable
50-75	Fair	Hard:	hard thumb pressure; can be broken with light hammer blows.
75-90	Good	Soft:	Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure.
90-100	Excellent	Very Soft:	Rock disintegrates or easily compresses when touched; can be hard to very hard soil.

Recovery =	Length of Rock Core Recovered Length of Core Run	X100	63 REC NQ	Core Diameter BQ NQ	Inches 1-7/16 1-7/8
RQD =	Sum of 4 in. and longer Rock Pieces Recovered Length of Core Run	X100	43 RQD	HQ	2-1/2

#### **SYMBOLS**

#### KEY TO MATERIAL TYPES

	SOILS							
Gro Sym		Typical Names						
GW		Well graded gravel - sand mixture, little or no fines						
GP		Poorly graded gravels or gravel - sand mixture, little or no fines						
GM		Silty gravels, gravel - sand silt mixtures						
GC		Clayey gravels, gravel - sand - clay mixtures						
sw		Well graded sands, gravelly sands, little or no fines						
SP		Poorly graded sands or gravelly sands, little or no fines						
SM		Silty sands, sand - silt mixtures						
sc		Clayey sands, sand - clay mixtures						
ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts						
OL		Organic silts and organic silty clays of low plasticity						
CL		Inorganic clays of low range plasticity, gravelly clays, sandy clays, sifty clays, lean clays						
МН		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts						
СН		Inorganic clays of high range plasticity, fat clays						

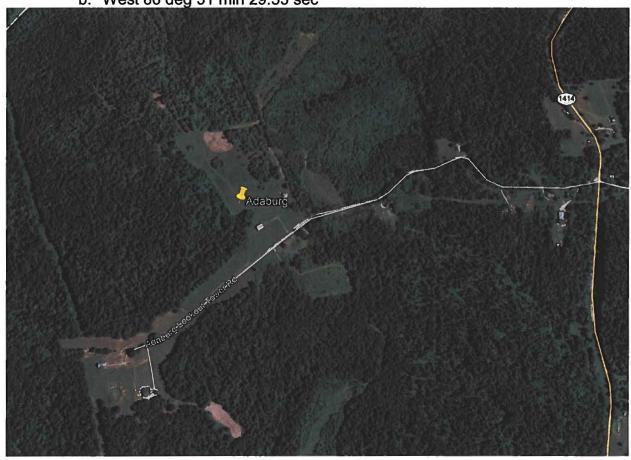
ROCKS		
Symbols	Typical Names	
	Limestone or Dolomite	
	Shale	
	Sandstone	

N:	SOIL PROPERTY SYMBOLS			
IN.	Start	Standard Penetration, BPF		
M:	Mois	Moisture Content, %		
LL:	Liquid Limit, %			
PI:	Plast	Plasticity Index, %		
Qp:	Pocket Penetrometer Value, TSF			
Qu:	Unconfined Compressive Strength Estimated Qu, TSF			
γ	Dry Unit Weight, PCF			
F:	Fines Content			
SAMPLING SYMBOLS				
	SS	Split Spoon Sample		
	9	Relatively Undisturbed Sample		
	pre 1	Rock Core Sample		

# EXHIBIT H DIRECTIONS TO WCF SITE

### **Driving Directions to Proposed Tower Site**

- 1. Beginning at the offices of the Ohio County Judge Executive located at 130 E. Washington Street, Hartford, KY, head southwest towards Main Street and travel approximately 354 feet.
- 2. Turn right onto US-231 N / S. Main Street and travel approximately 2.5 miles.
- 3. Turn right onto KY-1737 and travel approximately 3.9 miles.
- 4. Turn right onto KY-1414 N and travel approximately 7.0 miles.
- 5. Turn left onto Adaburg Tower Lane and travel approximately 0.5 miles.
- 6. The site is on the right at 544 Adaburg Tower Lane. The site coordinates are:
  - a. North 37 deg 35 min 25.53 sec
  - b. West 86 deg 51 min 29.35 sec



Prepared by:
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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 Evansville Cell Site Number: KYL03665 Cell Site Name: Adaburg Fixed Asset Number: 13800749

#### 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 William T. Lynch Jr. and Linda J. Lynch, a husband and wife, having a mailing address of 1236 Laurel Drive, Owensboro, KY 42303, J. David Lynch and Lora A. Lynch, a husband and wife, having a mailing address of 6123 W 5<sup>th</sup> Street Rd. Owensboro, KY 42301, Christopher R. Denton and Ashley S. Denton, a husband and wife, having a mailing address of 1412 Marycrest Dr. W. Owensboro, KY 42301 ("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 544 Adaburg Tower Lane, Hartford, KY 42347, in the County of Ohio, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 10,000 (100' x 100') 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 within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

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

- (d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.
- (e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.
- (f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.
- PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional adjoining portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the adjoining Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the adjoining 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 adjoining 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 adjoining Additional Premises to Tenant.

#### 3. TERM.

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

#### 4. RENT.

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

#### 5. APPROVALS.

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

Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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

#### INSURANCE.

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

#### 8. INTERFERENCE.

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

#### 9. INDEMNIFICATION.

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

#### 10. WARRANTIES.

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

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

#### 11. ENVIRONMENTAL.

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

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site # KYL03665; Cell Site Name: Adaburg(KY)

Fixed Asset No.: 13800749 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC

Attn.: Legal Department

Re: Cell Site #: KYL03665; Cell Site Name: Adaburg (KY)

Fixed Asset No.: 13800749

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:

William and Linda Lynch

1236 Laurel Drive Owensboro, KY 42303

With a copy to:

David and Lora Lynch 6123 W 5<sup>th</sup> Street Rd. Owensboro, KY 42301

With a copy to:

Christopher and Ashley Denton

1412 Marycrest Dr. W. Owensboro, KY 42301

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

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

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

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

#### TAXES.

- (a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.
- (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.
- (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall

be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

- (d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- (e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).
- (f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration -- Taxes

Re: Cell Site # KYL03665; Cell Site Name: Adaburg(KY)

Fixed Asset No: 13800749 575 Morosgo Drive NE Atlanta, GA 30324

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

#### 22. SALE OF PROPERTY

- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
  - i. Old deed to Property
  - ii. New deed to Property
  - iii. Bill of Sale or Transfer
  - iv. Copy of current Tax Bill
  - v. New IRS Form W-9
  - vi. Completed and Signed AT&T Payment Direction Form
  - vii. Full contact information for new Landlord including phone number(s)

- (c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.
- 23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

#### 24. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
- (d) Compliance with Law. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- (e) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and

accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

- (g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- (i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (j) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (k) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.
- (I) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
- (m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.
- (n) 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"

military of
By. Chile 111. Y zee y, a
Print Name: William T. Lynch Jr.
Its: Owner
Date: 4-20-17
( X · 1 11 · P /
Bx: Junda / Dynch
Print Name: Linda J/Lynch
Its: Owner
Date: 4-20-17

#### LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCICY  ) ss:  COUNTY OF DAVIESS  On the 30 day of APRIL, 2017 before medicine in the within instrument, and that he/she he/she/they is/are the person/officer named in the within instrument, and that he/she his/her/their stated capacity as the voluntary act and deed of the Landlord for the purpose.  Notaty Public: 573  My Commission Expires:	coses therein contained.
	3 /

#### "LANDLORD"

By: J. David Lynch

Its: Owner

Date: J. David Lynch

By: David Lynch

Its: Owner

Date: Lora A. Lynch

Its: Owner

Date: A 2017

#### LANDLORD ACKNOWLEDGMENT

STATE OF KENTICKY	
COUNTY OF DAVIESS ) ss:	
On the D day of APRIC  T. DAVID + CORA A LYNGH  he/she/they is/are the person/officer named in the within his/her/their stated capacity as the voluntary act and deed	instrument, and that he/she/they executed the same in
	Nothery Public: 39316 9 My Commission Expires: 2/9/2021

#### "LANDLORD"

By: Church R Ded

Print Name: Christopher R. Denton

Its: Owner

Date: 4-22-17

By: Ashley S. Denton

Print Name: Ashley S. Denton

Its: Owner

Date: 4/20/11

#### LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY	
COUNTY OF DAVIESS )S	ss:
	APRIC, 2017 before me, personally appeared DENTON, who acknowledged under oath, that
	I in the within instrument, and that he/she/they executed the same in y act and deed of the Landlord for the purposes therein contained.
	Manochi
	Notary Public: 575244  My Commission Expires: 2/9/2021

#### "TENANT"

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

Its: Manager

By: Print Name: Bryan Coleman

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

#### TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

On the 29 day of Liu , 2017, before me personally appeared Bryan Coleman, and acknowledged under oath that he is the Area Manager Network Engineering – Gulf States/TNKY Site Acquisition of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant Acquisition of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument as such was authorized to execute this instrument on behalf of the Tenant.

MCLAURING MOLAURING MY Commission Expires: 

Notary Public: Larty M. McLaury My Commission Expires: 

My Commission Expires: 

O-76-7020

) ss:

17

#### **EXHIBIT 1**

#### DESCRIPTION OF PREMISES

Page o	ď
to the Option and Lease Agreement dated and Linda J. Lynch, a husband and wife, J. David Lynch at Denton and Ashley S. Denton, a husband and wife, as Delaware limited liability company, as Tenant.	nd Lora Λ. Lynch, a husband and wife, Christopher R.
The Property is legally described as follows:	
Tract 1:	
A tract of land on the north side of Adaburg Tower Lane lo	cated approximately 8.5 miles southwest of

A tract of land on the north side of Adaburg Tower Lane located approximately 8.5 miles southwest of Fordsville, Ohio County, Kentucky.

Unless stated otherwise, any monument referred to herein as "iron pin (set)" is a set 3/4" rebar eighteen inches in length with a cap stamped "Simmons P.L.S. No. 1874".

Beginning at a point in the center of Adaburg Tower Lane, being the southeast corner of William T. Lynch, Jr. and Linda Lynch (incorrectly referenced as Joseph W. Mills and Michael R. Mills) (Deed Book 232, Page 100) and being the southwest corner to the tract of land of which this is a part; thence with the east line of Mills and John M. Foster and Brian K. Foster (Deed Book 330, Page 425) N58° 47' 12" W, passing through a 3/4" rebar (found) with cap stamped No. 1874 at 20.61 feet, a total of 2246.46 feet to a 3/4" rebar (found) with cap stamped NO. 1874, being the southwest corner to Sterling R. Patton. Thelma Patton Holland and Connie Patton Schroader (Will Book "L", Page 487 and Commissioner Book "L", Page 237); thence with the south line of Patton, et al N56° 02' 07" E, 1806.39 feet to an iron pin (set), being the northwest corner to Tract No. 2 (25.167 acres) in the Property Division of James Glenn and Tammy Ann Causey; thence with the west line of said Tract No. 2 S24° 50' 01" E, passing through an iron pin (set) at 1951.24 feet, a total of 1982.45 feet to a point in the center of Adaburg Tower Lane; thence with the center of Adaburg Tower Lane with the following courses: S47° 48' 06" W, 235.55 feet to a point; thence S47° 24' 42" W, 319.21 feet to the point of beginning containing 54.298 acres, more or less and being subject to all legal and existing easements and rights of way including but not limited to those shown on a plat of survey by Joseph H. Simmons, Jr. dated December 17, 2006.

#### Tract 2:

A tract of land on the north side of Adaburg Tower lane located approximately 8.5 miles southwest of Fordsville, Ohio County, Kentucky.

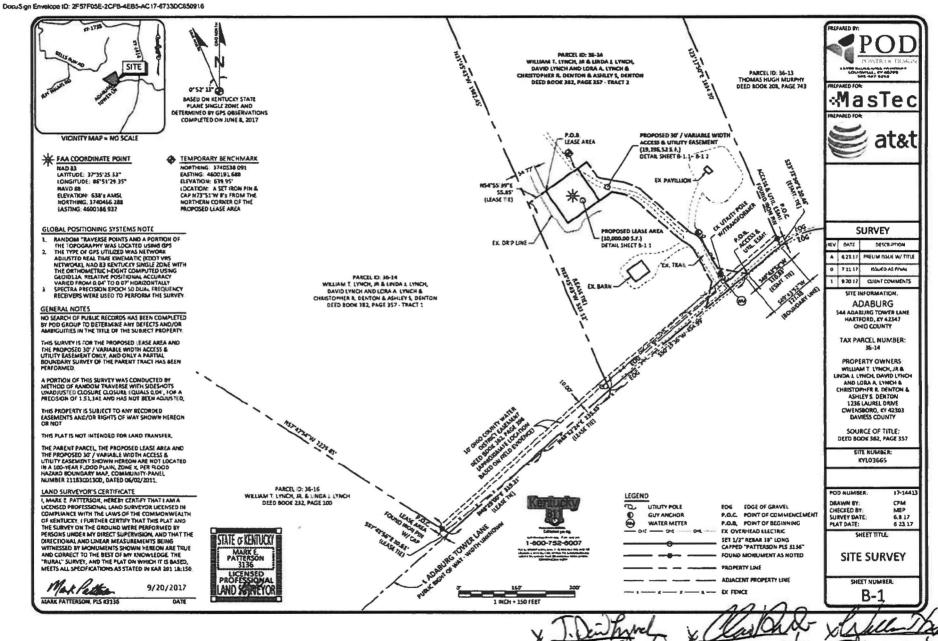
Unless stated otherwise, any monument referred to herein as "iron pin (set)" is a set 3/4" rebar eighteen inches in length with a cap stamped "Simmons P.L.S. No. 1874".

Beginning at a point in the center of Adaburg Tower Lane, being southwest corner to Willis and Nina Midkiff (Deed Book 208, Page 743) and being the southeast corner to the tract of land of which this is a part; thence with the center of Adaburg Tower Lane with the following courses: S48° 39° 29" W, 121.38 feet to a point; thence S49° 11° 18" W, 454.99 feet to a point, being the southeast corner to Tract No. 1 (54.298 acres) in the Property Division of James Glenn and Tammy Ann Causey; thence with the east line of said Tract No. 1 N24° 50° 01" W, passing through an iron pin (set) at 31.21 feet, a total of 1982.45 feet to an iron pin (set), the northeast corner to Tract No. 1 in the south line of Sterling R. Patton, Thelma Patton Holland and Connie Patton

Schroader (Will Book "L", Page 487 and Commissioner Book "L", Page 237); thence with the south line of Patton, et al N56° 02' 07" E, 579.45 feet to a 3/4" rebar (found) with cap stamped NO. 1874 in the west line of M. Douglas Smith and Larry D. Smith (Deed Book 306, Page 114); thence with the west line of Smith and Willis and Nina Midkiff (Deed Book 208, Page 743) and running generally with the center of an abandoned roadbed S24° 17' 08" E, passing through a 3/4" rebar (found) with cap stamped No. 1874 at 1894.30 feet, a total of 1914.76 feet to the point of beginning containing 25.167 acres, more or less and being subject to all legal and existing easements and rights of way including but not limited to those shown on a plat of survey by Joseph H. Simmons, Jr. dated December 17, 2006.

AND BEING the same property conveyed to James Glenn Causey and Tammy Ann Causey, husband and wife, from E.L. Powell and J.S. Powell, husband and wife, by Deed dated November 26, 2002, of record in Deed Book 340, Page 600, in the Office of the Ohio County Clerk.

The Premises are described and/or 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.

# EXHIBIT 12 STANDARD ACCESS LETTER [FOLLOWS ON NEXT PAGE]

#### [Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

To Whom It May Concern,

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

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

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

Landlord Signature

## **EXHIBIT J NOTIFICATION LISTING**

### NOTIFICATION LISTING SITE NAME: ADABURG

LYNCH WILLIAM T JR & LINDA J & ETAL 1236 LAUREL DR OWENSBORO, KY 42303

LYNCH WILLIAM T JR & LINDA J 1236 LAUREL DR OWENSBORO, KY 42301

MILLS JOSEPH W &
MICHAEL R MILLS
2202 SHEFFIELD CT
OWENSBORO, KY 42301

FOSTER JOHN M & BRIAN K FOSTER 438 CRANE POND RD PHILPOT, KY 42366

GRACE EXECUTIVE PROPERTIES LLC 2121 GRIFFITH PLACE E OWENSBORO, KY 42301

AUD DANA S & MARY JO 639 NEW CUT RD WHITESVILLE, KY 42378

MURPHY THOMAS HUGH 1104 MORELAND AVE OWENSBORO, KY 42301-2853

FULKERSON NINA 433 WALKER ST HARTFORD, KY 42347

MARTIN JOE 316 W KIRK ST HARTFORD, KY 42347

**GREER JUANITA** 

316 W KIRK ST HARTFORD, KY 42347

BURNETTE CARL 441 ADABURG TOWER LN HARTFORD, KY 42347

FULKERSON NINA 433 WALKER ST HARTFORD, KY 42347

PRUDEN ROBERT L 116 ROCKY LANE OWENSVILLE, KY 40360

BREWER ROBERT L 111 PO BOX 224 HARTFORD, KY 42347

AMMON JOHN JOSEPH 8701 STATE RT 1414 HARTFORD, KY 42347

HAST JOHN L & VICKI H 4028 WOOD TRACE OWENSBORO, KY 42301

BELLS RUN FARMS LLC c/o MICHAEL SMITH 3009 HEATHER LN HENDERSON, KY 42420

## 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: Adaburg

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 544 Adaburg Tower Lane, Hartford, Kentucky 42347 (37°35'25.53" North latitude, 86°51'29.35" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00431 in any correspondence sent in connection with this matter.

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

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

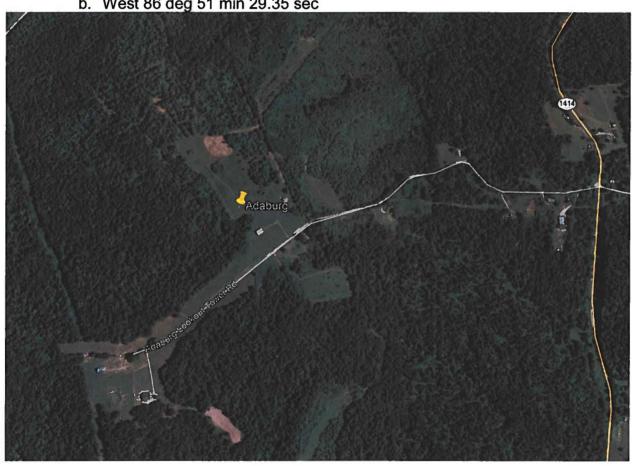
Sincerely, David A. Pike Attorney for Applicant

enclosure

#### **Driving Directions to Proposed Tower Site**

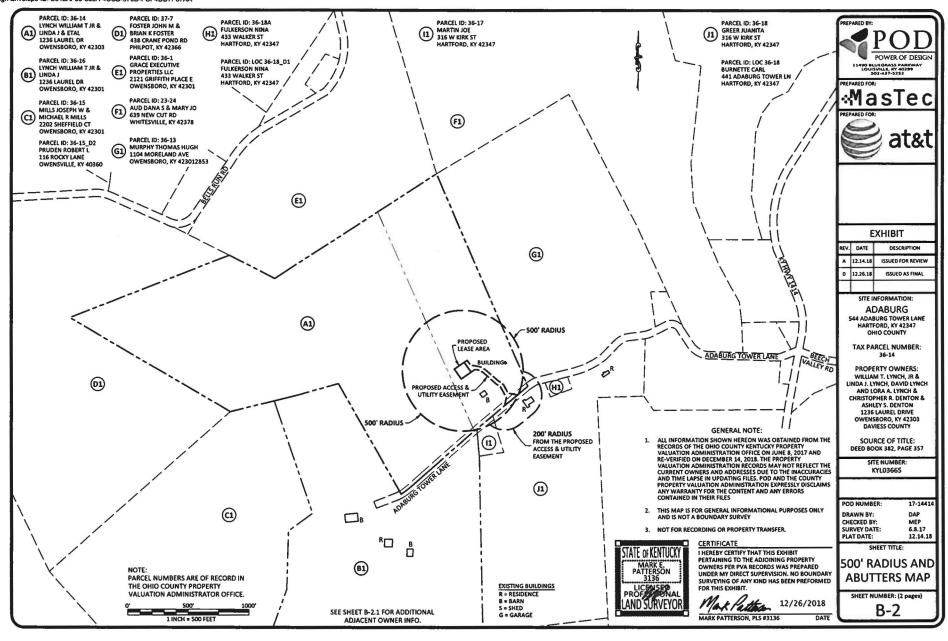
- 1. Beginning at the offices of the Ohio County Judge Executive located at 130 E. Washington Street, Hartford, KY, head southwest towards Main Street and travel approximately 354 feet.
- 2. Turn right onto US-231 N / S. Main Street and travel approximately 2.5 miles.
- 3. Turn right onto KY-1737 and travel approximately 3.9 miles.
- 4. Turn right onto KY-1414 N and travel approximately 7.0 miles.
- 5. Turn left onto Adaburg Tower Lane and travel approximately 0.5 miles.
- 6. The site is on the right at 544 Adaburg Tower Lane. The site coordinates are:
  - a. North 37 deg 35 min 25.53 sec

b. West 86 deg 51 min 29.35 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. David Johnston County Judge Executive 130 E. Washington Street, Suite 209 Hartford, KY 42347

RE:

Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2018-00431

Site Name: Adaburg

#### 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 544 Adaburg Tower Lane, Hartford, Kentucky 42347 (37°35'25.53" North latitude, 86°51'29.35" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00431in any correspondence sent in connection with this matter.

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

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

Sincerely, David A. Pike Attorney for Applicant

enclosures

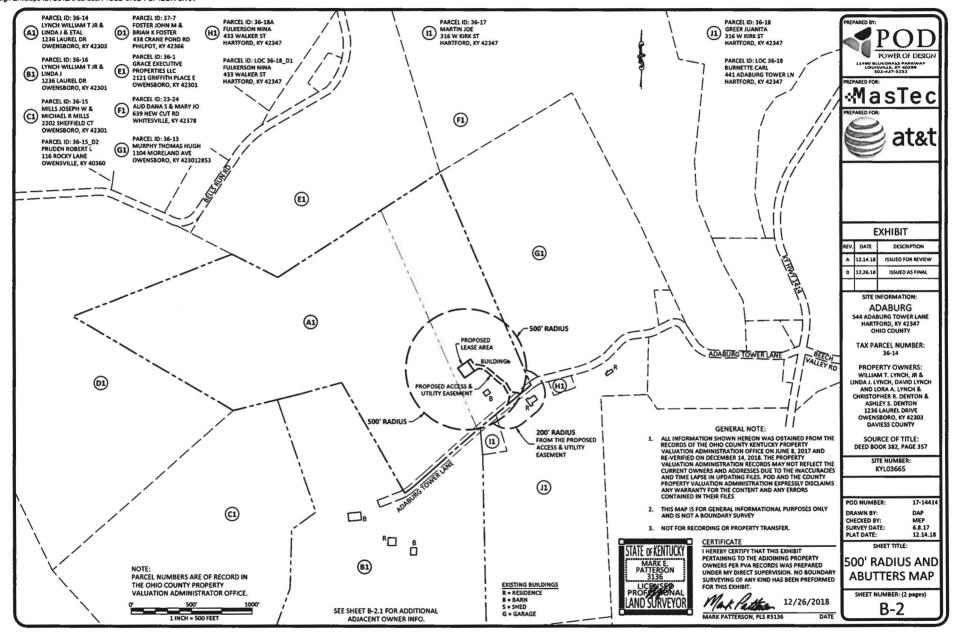
#### **Driving Directions to Proposed Tower Site**

- 1. Beginning at the offices of the Ohio County Judge Executive located at 130 E. Washington Street, Hartford, KY, head southwest towards Main Street and travel approximately 354 feet.
- 2. Turn right onto US-231 N / S. Main Street and travel approximately 2.5 miles.
- 3. Turn right onto KY-1737 and travel approximately 3.9 miles.
- 4. Turn right onto KY-1414 N and travel approximately 7.0 miles.
- 5. Turn left onto Adaburg Tower Lane and travel approximately 0.5 miles.
- 6. The site is on the right at 544 Adaburg Tower Lane. The site coordinates are:
  - a. North 37 deg 35 min 25.53 sec
  - b. West 86 deg 51 min 29.35 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: ADABURG 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 2018-00431 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 2018-00431 in your correspondence.



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

**VIA TELEPHONE: 270-298-7100** 

Ohio County Times News 314 Main Street PO Box 226 Hartford, KY 42347

RE:

Legal Notice Advertisement

Site Name: Adaburg

Dear Ohio County Times News:

Please publish the following legal notice advertisement in the next edition of *The Ohio County Times News*:

#### 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 544 Adaburg Tower Lane, Hartford, KY 42347 (37°35'25.53" North latitude, 86°51'29.35" 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 2018-00431 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

Jell Helms Rd Scale: 1:14,670 miles Bells Run Adaburg Ron Valley.Rd

Lat: 37.59157 Lon: -86.857627 Radius: 5 miles

Adaburg Search Area