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## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

APR 1 5 2019

PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF HORVATH TOWERS V, LLC FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENEINCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF WHITLEY

CASE NO.: 2019-00117

SITE NAME: LV PLEASANT VIEW

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## APPLICATION FOR CERTIFICATE OF PUBLIC CONVENEINCE AND NECESSITY FOR CONSTRUCTION OF A WIRELESS COMMUNCIATIONS FACILITY

Horvath Towers V, LLC, a Delaware limited liability company ("Applicant"), by counsel, pursuant to KRS 278.020, 278.040, 278.650, 278.665, and other statutory authority, and the rules and regulations applicable thereto, and pursuant to 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 cellular tower facility ("Facility") to serve the customers of Verizon Wireless with wireless communications services.

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

1. The complete name and address of the Applicant is Horvath Towers V, LLC, a Delaware limited liability company, having an address of 312 West Colfax Avenue, South Bend, Indiana 46601. 2. Applicant proposes construction of a self-supporting tower for communications services, which is to be located in an area outside of the jurisdiction of a planning commission. Thus, Applicant submits the instant application.

3. The Certificate of Formation for Horvath Towers V, LLC is attached hereto as **Exhibit A**. The Applicant is in good standing in the state of Delaware and is authorized to transact business in the Commonwealth of Kentucky.

4. Verizon Wireless operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of Verizon Wireless' FCC license to provide wireless service is attached to this Applicant or described as part of **Exhibit A**, and the facility will be constructed and operated in accord with the applicable FCC regulations. Horvath Towers V, LLC will build, own, and manage the tower and tower compound where Verizon Wireless will place its equipment, building, antennas, and equipment.

5. The public convenience and necessity require the construction of the proposed Facility. The construction of the Facility will improve Verizon Wireless' services to an area currently not served or inadequately served by Verizon Wireless by increasing coverage and capacity, and thus enhancing access to wireless communication. The Facility will link with other Verizon Wireless sites in and around the general area, and will provide continuous coverage to other existing network sites, as well as provide an offload for the existing network, and would give Verizon Wireless an opportunity to grow their network and provide consistent coverage in and around Whitley County.

6. To accommodate the needs and opportunities described, *supra*, the Applicant proposes to construct a Facility at 140 East Church Street in Whitley County,

Kentucky (coordinates 36° 40' 57.18" N, 84° 07' 37.74" W) on land located wholly within Whitley County. The property where the Facility is to be located is owned by George and Carolyn Bowman, pursuant to a Deed recorded in Deed Book 395, Page 429 in the office of Whitley County Clerk. The Facility will consist of a 230-foot tall, self-supporting tower, with an approximately 10-foot tall lightning arrestor on the top of the Facility, for a total height of 240 feet. The Facility will also include concrete foundations and a shelter or cabinets to accommodate the placement of Verizon Wireless' equipment. Such shelter or cabinet will be inspected by the relevant authorities and certified for use prior to occupancy. The Facility will be fenced and all access to the Facility secured. A description of the manner in which the Facility will be constructed is attached hereto as **Exhibit B**.

7. A list of utilities, corporations, or persons with whom the proposed Facility is likely to compete is attached hereto as **Exhibit C**. We have defined this as other owners of towers within the county.

8. The site development plan and a vertical profile sketch of the Facility, signed and sealed by a professional engineer registered in Kentucky, depicting the tower, its height, and its proposed configuration for the antennas is attached hereto as **Exhibit D**. This Facility has been designed to permit future co-location.

9. Foundation and design plans sealed by a professional engineer registered in Kentucky and a description of the standards according to which the Facility has been designed are included with **Exhibit D**.

10. The Applicant has considered the likely effects of the installation of the proposed Facility on nearby land uses and values and have 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 Verizon Wireless' antennas on an existing structure. No suitable or available co-location site was found to be located in the vicinity of the proposed Facility.

11. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration is attached hereto as **Exhibit E**.

12. A copy of the Kentucky Airport Zoning Commission Application is attached hereto as **Exhibit F**. We anticipate a prompt decision from KAZC and will supplement our application with its approval as soon as it is available.

13. A geotechnical engineering firm has performed soil boring and subsequent geotechnical engineering studies at the Facility site. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, along with the identifying information for the engineer, is attached hereto as **Exhibit G**.

14. Clear directions to the proposed Facility from the County seat, along with the name and telephone number of the preparer, are attached hereto as **Exhibit H**.

15. The Applicant, pursuant to a written agreement with the landowner, have acquired the right to use the Facility site and associated property rights. A copy of this agreement is attached hereto as **Exhibit I**.

16. Personnel directly responsible for the design and construction of the proposed Facility are qualified and experienced. The tower design and drawings bear the stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable law.

17. The Construction Manager for the Facility is Jeff Delauder, and the identity and qualifications of each person directly responsible for design and construction of the tower are included in **Exhibit B**.

18. The Facility is not located within any flood hazard area.

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

20. The Applicant has notified every person who, according to the records maintained by the Whitley County Property Valuation Administrator, owns property which is within 500 feet of the proposed Facility 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 telephone number and address of the PSC, and has been informed of her or his right to request intervention in this matter. A list of the notified property owners is attached hereto as **Exhibit J**. A copy of the form of the notice sent by certified mail is attached hereto as **Exhibit K**.

21. Applicants have notified the Whitley County Judge/Executive by certified mail, return receipt requested, of the proposed construction. The notice included the PSC docket number under which the application will be processed and informed the

Judge/Executive of his right to request intervention. A copy of this notice is attached as **Exhibit L**.

22. Notice signs meeting the requirements of 807 KAR 5:063 Section 1 that measure at least 2 feet in height and 4 feet in width and that contain all required verbiage in letters of the required size and 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 this Application, and a copy of the text of these signs is attached hereto as **Exhibit M**. Notice of the location of the proposed facility has been published in a newspaper of general circulation in Whitley County.

23. The general area where the facility is to be located in a wooded area, near Interstate 75 and United States Highway 25.

24. The process that was used by Verizon Wireless' radio frequency ("RF") engineers in selecting the site for the Facility was consistent with the general process used for selecting all other existing and proposed Facilities within the proposed network design area. Verizon Wireless' RF engineers have conducted studies and tests in order to develop an appropriate network 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. An RF design search area prepared in reference to these RF studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by Verizon Wireless. 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 RF requirements is attached hereto as **Exhibit N**.

25. The tower must be located at the proposed location and proposed height to provide necessary service in the area.

26. All Exhibits are hereby incorporated by reference as if fully set forth herein as part of the Application.

27. Any and all responses and requests related to or associated with this Application may be directed to:

W. Brent Rice Jacob C. Walbourn McBrayer PLLC 201 East Main Street, Suite 900 Lexington, Kentucky 40507 (859) 231-8780 (phone) (859) 231-6518 (fax) brice@mmlk.com jwalbourn@mmlk.com WHEREFORE, the Applicant respectfully requests that the PSC accept this Application for filing, and having met all relevant legal requirements, grant a Certificate of Public Convenience and Necessity to construct and operate the Facility at the location described herein.

Respectfully submitted,

W. Brent Rice Jacob C. Walbourn McBrayer PLLC 201 East Main Street, Suite 900 Lexington, Kentucky 40507 (859) 231-8780 (phone) (859) 231-6518 (fax) brice@mmlk.com jwalbourn@mmlk.com

## LIST OF EXHIBITS

- Exhibit A Corporate Documents and FCC Licenses
- Exhibit B Site Plan/Construction Detail
- Exhibit C Likely Competitors
- Exhibit D Structural Design Report
- Exhibit E FAA No Hazard Letter
- Exhibit F KAZC Application
- Exhibit G Geotechnical Report
- Exhibit H Directions from County Seat
- Exhibit I Memorandum of Lease Option
- Exhibit J Property Owner Notice List Documents
- Exhibit K Copies of Notice Letters
- Exhibit L Copy of Letter to Judge-Executive
- Exhibit M Notice Sign Language
- Exhibit N SARF/Search Ring and Need Documentation

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HORVATH TOWERS V, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF SEPTEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HORVATH TOWERS V, LLC" WAS FORMED ON THE TWENTY-FIRST DAY OF JUNE, A.D. 2016.



Authentication: 203000063 Date: 09-15-16



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You may verify this certificate online at corp.delaware.gov/authver.shtml

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Azimuth(from true north Antenna Height AAT (meters)		45	90	135	180	225	270	315
Transmitting ERP (watts)	0.100	555.500 0.590	438.400 5.240	674.70 4.990	0 669.500 5.970	364.900 4.010	646.800 0.120	626.900 0.100
Antenna: 3		0.000					0.120	01100
Maximum Transmitting ERP Azimuth(from true north	) 0	45	90	135	180	225	270	315
Antenna Height AAT (meters)		555.500	438.400	674.70		364.900	646.800	626.900
Transmitting ERP (watts) Antenna: 4	0.190	0.110	0.110	0.110	0.350	6.680	16.910	6.380
Maximum Transmitting ERP								
Azimuth(from true north Antenna Height AAT (meters)		45 555.500	<b>90</b> 438.400	135 674.70	<b>180</b> 00 669.500	<b>225</b> 364.900	<b>270</b> 646.800	<b>315</b> 626.900
Transmitting ERP (watts)	20.560	17.930	438.400	0.120	0.120	0.120	0.120	2.500
					1	Constant of		

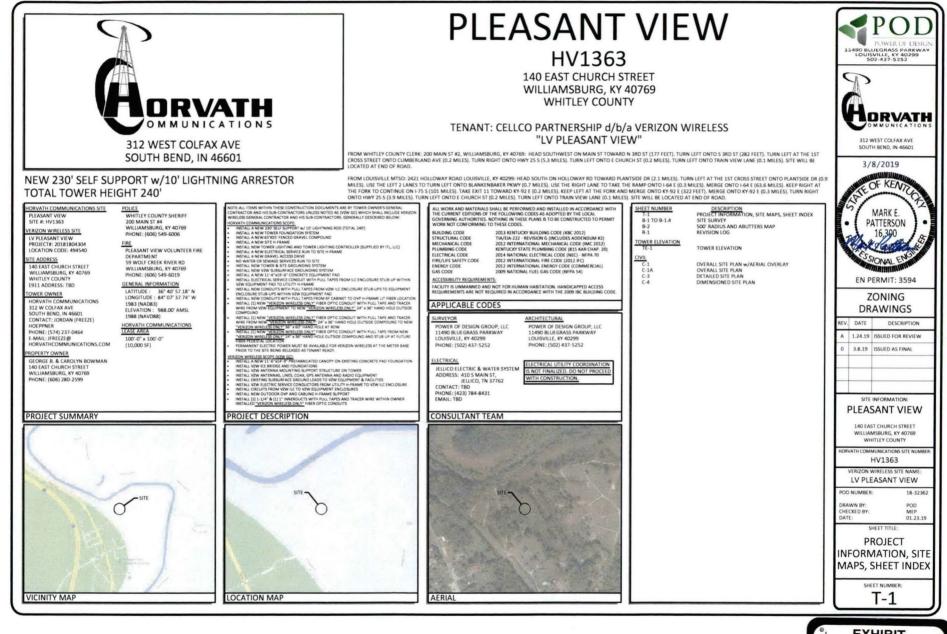


Call Sign:	KNKN787	File	Number:			Pr	int Date	:	
	37-09-19.2 N	<b>Longitude</b> 083-26-33.1 W	(m	<b>ound Elev</b> eters) 6.6	ation	Structure Hgt (meters) 98.8	to Tip	Antenna St Registratio 1043811	
	DAVIDSON FORK								
City: THO	USAND STICKS	County: LESLIE	State:	KY Con	structio	on Deadline:			
Azim Antenna He	Transmitting ERP in nuth(from true north) eight AAT (meters) ng ERP (watts)	Watts: 140,820 0 232.900 7.100	<b>45</b> 234.900 2.740	<b>90</b> 221.200 7.900	<b>135</b> 165.80 89.900		<b>225</b> 201.900 0.770	<b>270</b> 224.800 1.540	<b>315</b> 191.100 82.610
Location		Longitude	(m	ound Elev eters)	ation	Structure Hgt (meters)	to Tip	Antenna St Registratio	
	36-45-42.1 N Route 7 Box 264	083-40-29.0 W	68	5.2		129.5		1215974	
City: Pinev		A STATE OF	Construc	tion Dead	ino				
Azim Antenna He	Transmitting ERP in uuth(from true north) eight AAT (meters) ng ERP (watts)	Watts: 140.820 0 297.500 34.700	<b>45</b> 224.000 34.700	<b>90</b> 311.400 34.700	<b>135</b> 274.20 34.700		<b>225</b> 324.200 34.700	<b>270</b> 330.200 34.700	<b>315</b> 379.700 34.700
Location	Latitude 37-08-58.7 N	<b>Longitude</b> 083-45-07.4 W	(m	ound Elev eters) 2.6	ation	Structure Hgt (meters)	to Tip	Antenna St Registratio	
	Manchester Shopping			2.0		96.0		1043808	
City: Mano		-		ruction De	adline:				
Antenna: 2 Maximum Azim Antenna Ho	Transmitting ERP in uuth(from true north) eight AAT (meters) ng ERP (watts)		<b>45</b> 183.800 84.670	<b>90</b> 133.200 86.190	<b>135</b> 173.1( 88.22(	<b>180</b> 00 167.800	<b>225</b> 171.800 84.670	<b>270</b> 192.400 84.670	<b>315</b> 174.100 84.670
Location		Longitude		ound Elev eters)	ation	Structure Hgt (meters)	to Tip	Antenna St Registratio	
	36-49-06.0 N	083-50-57.0 W	55	4.7		32.0	V		
	On Top of Brush Hil		Carat				and the second		
City: Arter	nus County: KN	OX State: KY	Constru	ction Dead	line:				
Azim Antenna He	Transmitting ERP in nuth(from true north) eight AAT (meters) ng ERP (watts)	Watts: 140.820 0 243.500 50.580	<b>45</b> 224.500 70.320	<b>90</b> 199.100 76.300	<b>135</b> 156.20 36.410		225 216.000 0.250	<b>270</b> 237.500 0.870	<b>315</b> 245.400 9.070

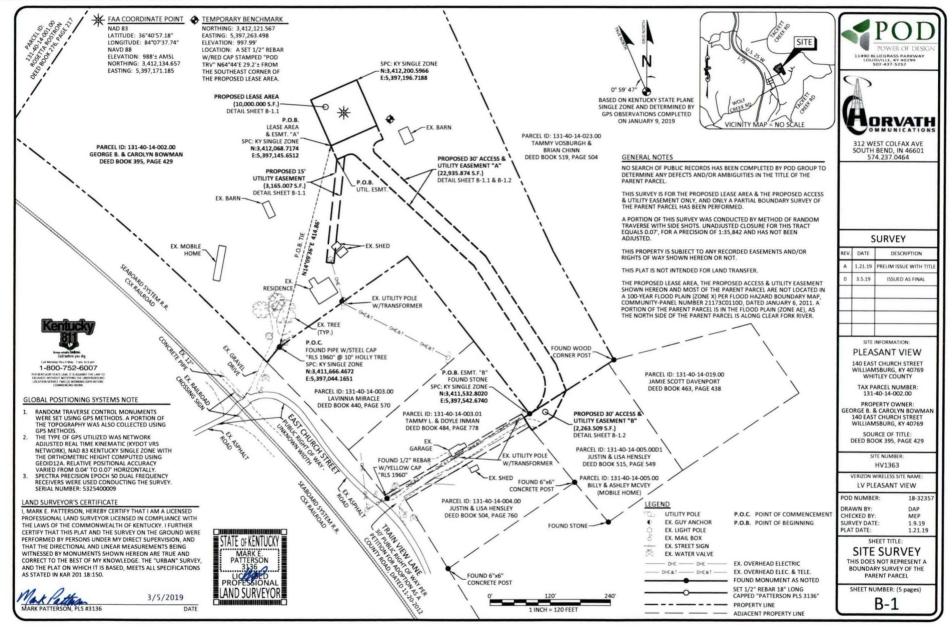
Call Sign: KNKN787	File Number:	Print Date:			
Control Points:					
Control Pt. No. 1					
Address: 1.0 MI, WSW from intersection of I-75 and State Highway 80 P					
City: Laurel County: State: KY Telephone Number:					
Control Pt. No. 2					
Address: Route 7 Box 264, Bird E	ranch Road				
City: Pineville County: BELL	State: KY Telephone Numb	per:			
	Z				

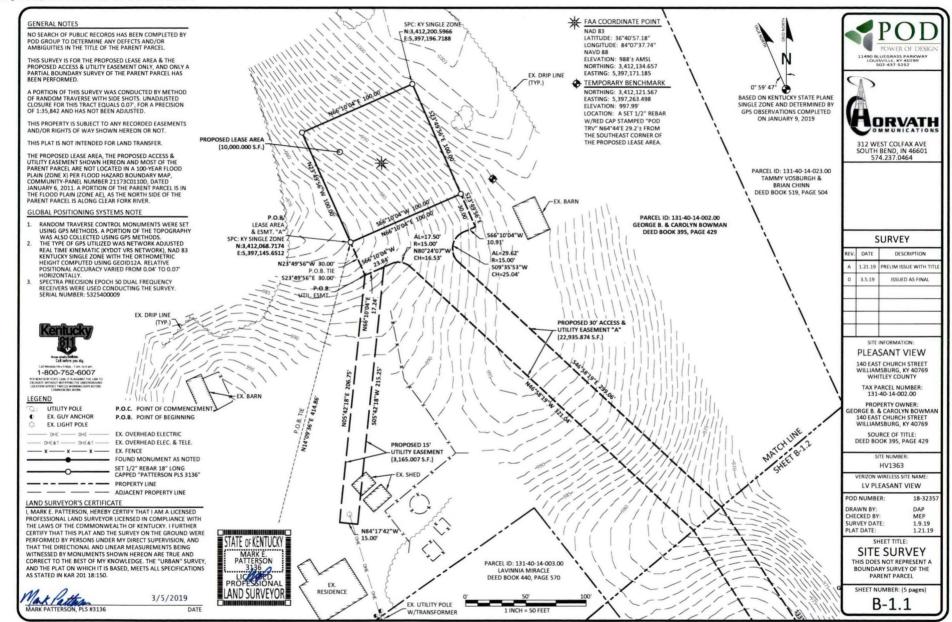
## Waivers/Conditions:

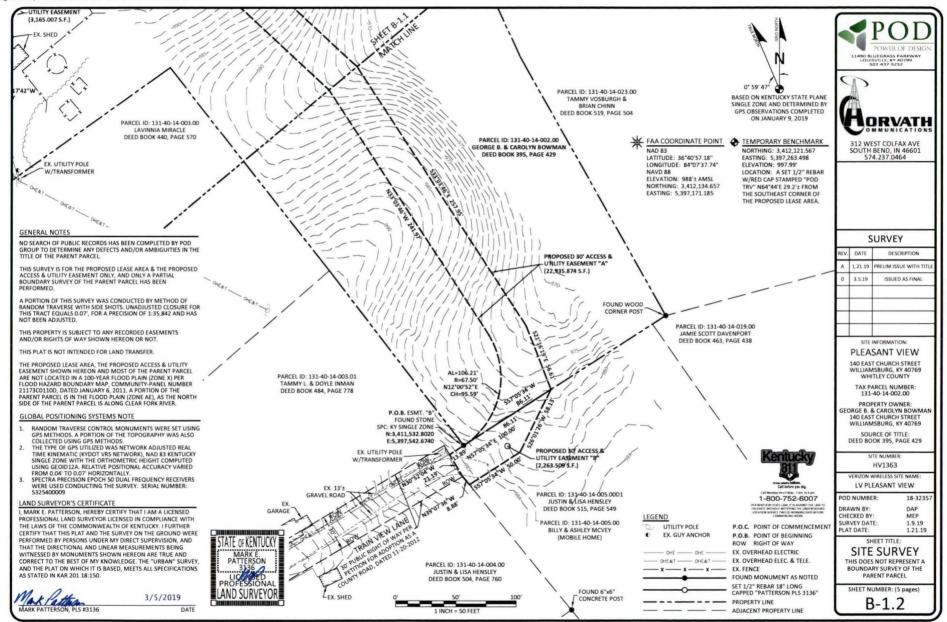
License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).











PROPOSED LEASE AREA

#### LEGAL DESCRIPTIONS

### THE FOLLOWING IS A DESCRIPTION OF A PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002,00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REARING DATUM LISED HEREIN IS BASED LIPON KENTLICKY STATE PLANE COORDINATE SYSTEM SINGLE ZONE NAD 83 EROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GES NETWOR COMPLETED ON JANUARY 9, 2019

COMMENCING AT A FOUND PIPE WITH A STEEL CAP STAMPED "RLS 1960" AT THE BASE OF A 10" HOLLY TREE. WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3.412,068.7174 & E:5.397,145.6512, BEING THE COMMON CORNER TO THE PROPERTY CONVEYED TO GEORGE 8. & CAROLINY BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL DI: 31-40-14-002.00 AND CORNER TO THE PROPERTY CONVEYED TO LAVINNIA MIRACLE AS RECORDED IN DEED BOOK 440, PAGE 570, THENCE LEAVING SAID CORNER AND 

#### PROPOSED 30' ACCESS & UTILITY EASEMENT "A"

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED 30' ACCESS & UTILITY EASEMENT "A" TO BE GRANTED FROM THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

#### BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JANUARY 9, 2019

#### PROPOSED 30' ACCESS & UTILITY EASEMENT "B"

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED 30' ACCESS & UTILITY EASEMENT "8" TO BE GRANTED FROM THE PROPERTY CONVEYED TO JUSTIN & LISA HENSLEY AS RECORDED IN DEED BOOK 515, PAGE 549, PARCEL ID: 131-40-14-005.00D1, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM SINGLE ZONE NAD 83. EROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWOR COMPLETED ON JANUARY 9, 2019.

BEGINNING AT A FOUND STONE, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,411,532.8020 & E:5,397,542.6740, DATED JANUARY 9, 2019

#### PROPOSED 15' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED 15' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JANUARY 3 (2019).

COMMENCING AT A FOUND PIPE WITH A STEEL CAP STAMPED "BLS 1960" AT THE BASE OF A 10" HOLLY TREE WITH A STATE PLANE COORDINATE, KENTUCKYSINGLE ZONE VALUE OF N:3,412,068.7.174 & E:5,397,145,6512, BEING THE COMMON CONNER TO THE POPERTY CONVEYED TO GEORGE 8. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL DI: 31-40-14-002,00 AND CORNER TO THE PROPERTY CONVEYED TO LAVINNIA MIRACLE AS RECORDED IN DEED BOOK 440, PAGE 570, THENCE LEAVING SAID CORNER AND THE PROPERT CONVEYED TO LAWING AMIRALE AS RECORDED IN DEED BOOK 440, PAGE 570; THENCE LEAVING SAID CONNER AND TRAVERSING THE LAND OF SAID BOWMAN, N1470936° E 414.65 TO A SET 1/2° REBAR CAPPED "PATTERSON PLS 3136°, IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA; THENCE LEAVING SAID LEASE AREA; S23-49°56° 30.00° TO THE TRUE POINT OF BEGINNING; THENCE N66°10'00° 17.74°; THENCE SOS\*42'18° W 215.25°; THENCE NAMI'Y 15.00°; THENCE NOS\*42'18° E 206.75° TO THE POINT OF BEGINNING CONTAINING 3,165.007 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3156 DATED JANUARY 9, 2019. PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 395, PAGE 429 (NOT FIELD SURVEYED)

LYING ON THE WATERS OF THE CLEAR FORK OF THE CUMBERLAND RIVER, ON THE EAST SIDE AND ADJACENT TO THE CSX RAILROAD, AT PLEASANT VIEW, WHITLEY COUNTY, KENTUCKY AND BEING THE SAME LAND CONVEYED TO WILLIAM MELVIN CRIDER AND WIFE. TAMMY LYNN CRIDER FROM JOHNNY GIBSON. ET AL (SOLE HEIRS AT LAW OF FLARA BOOTH) BY DEED DATED 4-11-94, RECORDED IN DEED BOOK 370, PAGE 609 IN THE WHITLEY COUNTY COURT CLERK'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### FIRST TRACT

BEGINNING ON B. C. DAVIDSON'S CORNER THENCE DOWN RATHER SOUTH WITH A CONDITIONAL LINE TO A CORNER BEGINNING ON A SCHWINDOWS LEVER OF ALTONER OF DAVID SOUTH WATHER SOUTH WITH A COMMUNAL LINE TO A COMMEN OF DAVIDSON'S CONDITIONAL LINE TO A COMMENT OF DAVIDSON IN LINE OF A BIRD'S GRAVE LOT, THENCE EAST WITH R. BIRD'S GRAVE LOT TO LINE SZ FEET MORE OR LESS TO A STONE CORNER, THENCE SOUTH WITH INE OF GRAVE LOT TO A COMMENT IN THE LINE OF THE LE & N RR CO. RIGHT OF WAY. THENCE SOUTH HAST CONSE WITH I & N RR CO. RIGHT OF WAY; THENCE SOUTHEAST COURSE WITH L & N RR CO. RIGHT OF WAY TO CORNER OF 5. BOOTH'S OF THE BRANCH; THENCE RUNNING IN A NORTH DIRECTION WITH MEANDERS OF SAID BRANCH TO THE RIVER, A CONDITIONAL LINE SAM BOOTH'S AND GEO. BOOTH; THENCE DOWN THE BRIVER TO THE BEGINNING.

#### SECOND TRACT:

BEGINNING ON A STONE & CORNER OF T C LAV'S AND IN A LINE OF STARLIN STANEUL AND WITH HIS LINE N 20 W BEGINNING ON A STORE, A CORRER OF 1. C. LAY'S AND IN A LINE OF STARLIN STARTIL AND WITH HIS JULEN 2 OW J7 FEET TO A STARE, ON RIVER BANK, THENCEE DOWN THE RIVER S 55 W 227 FEET TO A STARE; THENCE S 64 W 377 FEET TO THE MOUTH OF A BRANCH; THENCE UP THE BRANCH S 30 E 175 FEET S 1 W 159 FEET TO A WITH BIRCH, CORNER OF S. BOOTH LOT, AND WITH THE SAME 89 E 164 FEET TO A STARE, S 66 E 220 FEET TO A STARE; THENCE S 29 E 234 FEET CONNER OF SHERMAN CASTLE; THENCE S 24 E 450 FEET TO A STORE; THENCE 65 E 285 FEET TO THE

#### THIRD TRACT

BEGINNING ON A STONE, THE S. E. CORNER OF THE LOT THAT SAID S. BOOTH NOW LIVES ON AND IN THE LINE OF G. S. CASTLE'S LOT. AND THENCE WITH SAME N 56 E 152 FEET TO A STONE IN SAID CALLLE AND BOOTH'S CORNER: THENCE, LEAVING SAID CASTLE'S LOT N 31 1/2 W 217 FEET TO A STONE; THENCE N 66 W 221 FEET TO A STONE, A CORNER OF THE AFORESAID S. BOOTH'S LOT. THENCE WITH SAME \$28 E 400 FEET TO THE BEGINNING.

#### FOURTH TRACT

POURIN TRACL: BEGINNING ON EAST CORNER OF SHERMAN CASTLE'S LOT; THENCE N 60 1/2 E 202 FEET TO A STAKE IN S. STANFILL'S LINE AND WITH SAME N 30 W 259 FEET TO A STAKE; THENCE N 20 W 563 FEET TO A STONE, S. BOOTH'S CORNER, AND WITH HIS LINE S 85 W 285 FEEL TO A STONE; THENCE S 25 E 450 FEET TO A CORNER OF SHERMAN CASTLE'S LOT AND WITH HIS SAME S 34 E 394 FEET TO THE BEGINNING, CONTAINING 5 ACRES, MORE OR LESS.

#### FIFTH TRACT

FIFTH TRACT: BEGINNING AT THE N. E. CORNER OF SAID LOT AND IN A LINE OF THE L & N RR RIGHT OF WAY; THENCE WITH SAID RR RIGHT OF WAY N 44 W 300 FEET TO A STAKE THENCE LEAVING SAID RR AND RUNNING WITH D. H. WEBB'S LOT, S 33 1/2 E 286 FEET TO DEPOT STREET. THENCE WITH SAID STREET N 66 E 54 FEET TO THE BEGINNING. CONTAINING 1/4 ACRE MORE OR LESS

#### SIXTH TRACT

BEGINNING AT A STONE ON SOUTHWEST OF HIGHLAND DRAIN, AND AGREED CORNER, THENCE N 89 W 154 FEET LO A WATER BIRCH, IN H. BOOTH LINE, THENCE WITH SAID H. BOOTH LINE SISS FEET TO A STONE; THENCE SISE 120 FEET TO L & N RR CO. RIGHT OF WAY WHERE H. BOOTH 5 INNE INTERSECTS SAID RAIROAD LAND; THENCE WITH SAID L & N RR RIGHT OF WAYS SL. 191 FEET TO A STARE, CORNER IN SAID LINE; THENCE N SE 167 FEET TO A STONE AT THE BEGINNING, SAID TRACT CONTAINING 2 ACRES, MORE OR LESS.

ALSO CONVEYED HEREIN, A SMALL TRACT, BEING A PART OF THE LAND CONVEYED TO WILLIAM MELVIN CRIDER AND HIS WIFF, TAMMY IYMN CRIDER FROM JOHN KEVIN OLSON AND HIS WIFF, KATHERINE GAISER OLSON BY DEED DATED 5-23-96, RECORD, IN DIED BOOX 386, PAGE 431 IN THE WHITLEY COUNTY COURT LERKS OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOW

BEGINNING AT A SURVEY MARKER AT A CORNER COMMON TO TWO SEPARATE TRACTS OF LAND OWNED BY WILLIAM MELVIN CRIDER AND WIFE, TAMMY LYNN CRIDER (I.D.B.370, G, 609 AND D.B. 386 FG, 433); THENCE WITH THE COMMON BOUNDARY OF SAID TRACTS NG 65 247 387 : 533.52 FEET TO A SURVEY MARKER; THENCE SEVENING THE COMMON BOUNDARY OF SAID TRACTS N 66 " 4 38" E, 353.82 FEET TO A SURVEY MARKEN, THERUE SEVENIO THE SOUTHERN TRACT (D.8. 386, FG. 413) 56 (34) 38" 38" (32) 32 47 EET TO A SURVEY MARKEN NEAR THE BASE OF A SMALL HOLLY TRE; THENCE STILL SEVENING THE SAID TRACT S 49" 32" 57" (V, 39.22 FEET TO A PAILROAD SPIKE IN THE SOUTHERN EDGE OF THE DRIVEWAY, SAID POINT LIES AT THE EASTERN RIGHT OF WAY OF THE CSX RAILROAD; THENCE WITH THE SAID RIGHT OF WAY - CROSSING THE SAID DRIVEWAY N 34" 37" 13" (V, 21.40 FEET TO THE POINT OF REGINNING CONTAINING 0.0487 ACRES

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 515, PAGE 549 (NOT FIELD SURVEYED)

BEGINNING ON A STORE IN THE LANE RUNNING PARALLEL WITH LANE; THENCE A SOUTHEAST DIRECTION BY THE EDGE OF THE SPRING 260 FEET TO A STONE IN THE FENCE INE; THENCE A EASTERIY COURSE 180 FEET TO A POPLAR CORNER; THENCE A NORTHWESTERLY COURSE 260 FEET TO A STORE CORNER WHERE THE LANE MAKES A TUNN; THENCE A SOUTHWEST COURSE 200 FEET TO A STONE AT THE BEGINNING.



I MARK F. 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 LINDER 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 "URBAN" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18-150

3/5/2019

DATE

LAND SURVEYOR'S CERTIFICATE



B-1.3



THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BW POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP ITTLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AD OF ITTLE WORK PREPARED BY U.S. TITLE SOLUTIONS FILE DO E3244-KY1812-5030, REFERENCE NUMBER HV1363, DATED DECEMBER 78, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID: 131-40-14-002:00 - PERIOD: 2018 - PAYMENT STATUS- PAID - TAX AMOUNT: 5232.60 (MOT A LAND SURVEYING MATTER, THERFORE POD GROUP, LLC DID NOT ADDRESS OR EXAMINE THIS ITEM.)
- 2. MORTGAGES RETURNED HEREIN. (-O-). NONE WITHIN PERIOD SEARCHED
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE WE DID NOT ADDRESS THIS TEEN.)
- 4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THESE ITEM.)

(JUDGMENTS, LIENS AND UCC)

- CERTIFICATE OF DELINQUENCY TAX EASE LIEN INVESTMENTS, LLC, FROM, V GEORGE B. AND CAROLYN BOWMAN, TO, RECORDED B/25/2008 IN BOOK 48 PAGE 263. (CERTIFICATE AS RECORDED IN BOOK 48, PAGE 263 DOES AFFECT THE PARENT PARCEL, THE PROPOSED LALSC AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" AND THE PROPOSED UTILITY EASEMENT, BUT DOES NOT AFFECT THE PROPOSED ACCESS & UTILITY EASEMENT "B".)
- 6. ASSIGNMENT OF CERTIFICATE OF DEUNQUENCY TAX FASE LIEN INVESTMENTS. LLC. FROM, Y MID SOUTH CAPITAL PARTNERS, LP. TO, DATED AS OF 719/2018 REGORATED 8/9/2018 IN BOOK 70 PAGE 941 (ASSIGNMENT AS RECORDED IN BOOK 70, PAGE 941 DOES AFFECT THE PARENT PARCEL, THE PARENT PARCEL, THE PAROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" NOT THE PROPOSED UTILITY EASEMENT, BUT DOES NOT AFFECT THE PROPOSED ACCESS & UTILITY EASEMENT "B".)
- NOTICE OF JUDGMENT LIEN CUMBERLAND VALLEY ELECTRIC, INC., PLAINTIFF, V CAROLYN BOWMAN, DEFENDANT, DATED AS OF 6/10/2014 RECORDED 6/12/2014 IN BOOK 64 PAGE 680. (INOTICE AS RECORDED IN BOOK 64, PAGE 680 DOES AFFECT THE PARENT PARKET, THE ROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" AND THE PROPOSED UTILITY EASEMENT, BUT DOES NOT AFFECT THE PROPOSED ACCESS & UTILITY EASEMENT "B".)
- 8. NOTICE OF STATE TAX LIEN COMMONWEALTH OF KENTUCKY, FROM, V GEORGE BOWMAN, TO, RECORDED 9/25/2007 IN BOOK 45 PAGE 496, (NOTICE AS RECORDED IN BOOK 45, PAGE 496 DDES AFFECT THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" AND THE PROPOSED UTILITY EASEMENT, BUT DOES NOT AFFECT THE PROPOSED ACCESS & UTILITY EASEMENT "B".)
- 9. LIS PENDENS TAX EASE LIEN INVESTMENTS 1, LLC, PLAINTIFF, V GEORGE B. BOWMAN, CAROLYN BOWMAN, COMMONWEALTH OF KENTUCKY, INDIVIDUAL COLLECTIONS, DEPARTHENT OF REVENUE AND WHITLY COUNTY, KENTUCKY, DEFENDANT, RECORDED 5/24/2011 IN BOOK 57, PAGE 359 DOES AFFECT THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A". AND THE PROPOSED LACESS A UTILITY EASEMENT "B".
- COMPLAINT TAX EASE LIEN INVESTMENTS 1, LLC. PLAINTIFF, V GEORGE B. BOWMAN, CAROLYN BOWMAN, COMMONWEALTH OF KENTUCKY, INDIVIDUAL COLLECTION BRANCH, DIVISION OF COLLECTIONS, DEPARTMENT OF REVENUE AND WHILEY COUNTY, KENTUCKY, DEFENDANT, RECORDED 5/24/2011 IN INSTRUMENT NO. 11-CLO0466, (COMPLAINT OF CIVIL ACTION NO. 11-CL-00466 DOES AFFECT THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" AND THE PROPOSED UTILITY EASEMENT, BUT DOES NOT AFFECT THE PROPOSED ACCESS & UTILITY EASEMENT "B".)

(COVENANTS/RESTRICTIONS)

11. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

12. NONE WITHIN PERIOD SEARCHED

#### TITLE OF COMMITMENT - PARCEL ID: 131-40-14-005.00D1

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 THE EVIDENCE, UNRECORDE DEASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCHPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT THILE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE ADD OF TITLE WORK PREPARED BY U.S. TITLE SOLUTIONS FILE NO. 62570-KY1903-5030, REFERENCE NUMBER HYJ3638, DATED EFEBRUARY 25, 2019. THE FOLLOWING COMMENTS ARE IN REGRARD TO SAID REFORMET.

#### SCHEDULE B

- 1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID: 131-40-14-005,0001 - PERIOD :2018 - PAYMENT STATUS: PAID - TAX AMOUNT : 577-37 (NOT A LAND SURVEYING MATTER, THERFORE POD GROUP, LLC DID NOT ADDRESS OR EXAMINE THIS THEM.)
- 2. MORTGAGES RETURNED HEREIN. (-1-): MORTGAGE MADE BY JAMES R. WEAVER JR., (SINGLE) TO NCS CONSUMER SERVICES, L.L.C, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA IN THE SUM OF \$32,000:00 DATED AS OF 72/47/998 RECORDED 3/4/1998 IN BOOK 258 PAGE 458. NOTES: PLASE SEE ASSIGNMENT OF MORTGAGE IN BOOK 114 PAGE 459. (MORTGAGE AS RECORDER BOOK 258, PAGE 458 DESCRIBES THE SAME LAND AS THE PARENT PAREL, BUT DOES NOT AFFECT EITHER PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" OR "B" OR THE PROPOSED UTILITY EASEMENT.)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN, (POD GROUP, ILC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THESE ITEM.)

(JUDGMENTS)

- 5. NONE OF RECORD
- (COVENANTS/RESTRICTIONS)
- 6. NONE OF RECORD
- (EASEMENTS AND RIGHTS OF WAY)
- 7. NONE OF RECORD
- (OTHER FILED DOCUMENTS)
- 8. LAND CONTRACT BETWEEN CATHERINE C. BIRD, A SINGLE PERSON AND JUNIOR COLLINS AND WIFE, ELEANOR COLLINS, AS TENANTS BY THE ENTIRETY FOR AND DURING THEIR JOINT LIVES DATED 9/19/1991 RECORDED 9/19/1991 IN BOOK 72 PAGE 346. (CONTRACT AS RECORDED IN BOOK 72, PAGE 346, DESCRIBES THE SAME LAND AS THE PARENT PARCEL, BUT DOES NOT AFFECT EITHER PARENT PARCEL, THE PROPOSED LOLLSY & DUTLITY EASEMENT "A" OR "B" OR THE PROPOSED UTLITY EASEMENT.)
- 9. CONTRACT FOR THE SELL AND PURCHASE BETWEEN PATSY M. HOPKINS, A SINGLE WOMAN AND ROBERT ANDERSON AND HIS WIFE, TINA ANDERSON DATED 1/31/2007 RECORDED 1/31/2007 IN BOOK 144 PAGE 602. (CONTRACT AS RECORDED IN BOOK 144, PAGE 602, DESCRIBES THE SAME LAND AS THE PARENT PARCEL, BUT DOES NOT AFFECT EITHER PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED ACCESS & UTILITY EASEMENT "A" OR "B" OR THE PROPOSED UTILITY EASEMENT.)

TATE OF KENTUCKY

MARK F

PATTERSON 3136 LICESED PROFESSIONAL

LAND SURVEYOR

## LAND SURVEYOR'S CERTIFICATE I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A

MARK PATTERSON, PLS #3136

LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN CONSUMPTIANCE 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 WITHESSES BY MODIMMENTS SHOWN HERFON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "URBAN" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 BEISO.

3/5/2019

DATE



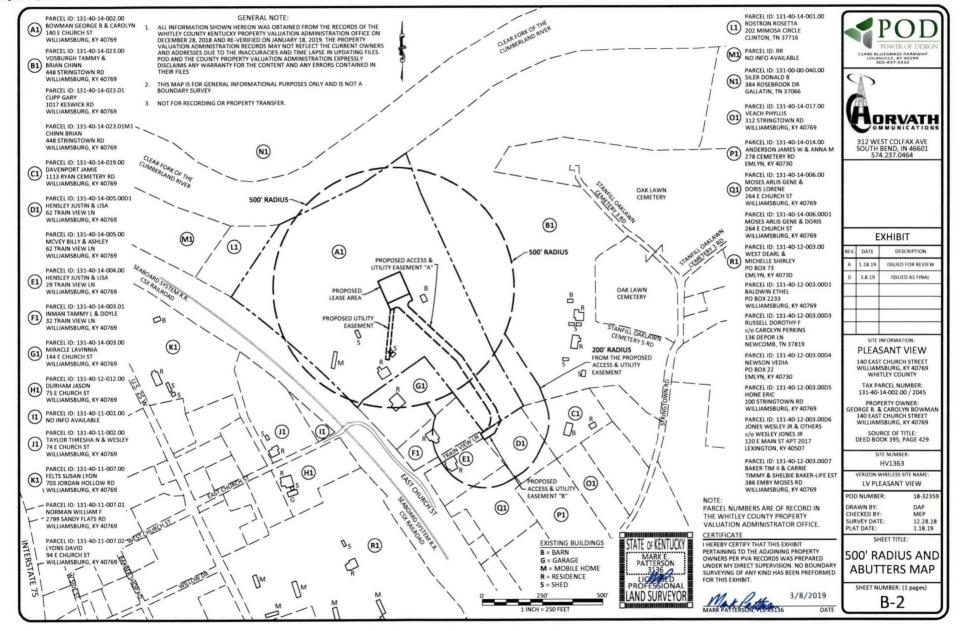
POWER OF DESIC 11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 502-437-5252

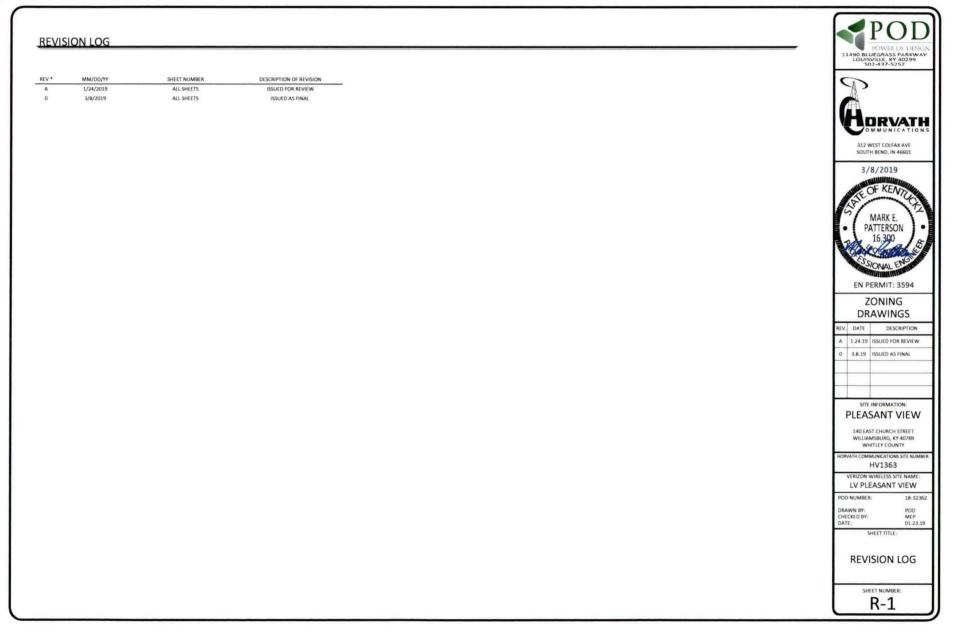
312 WEST COLFAX AVE

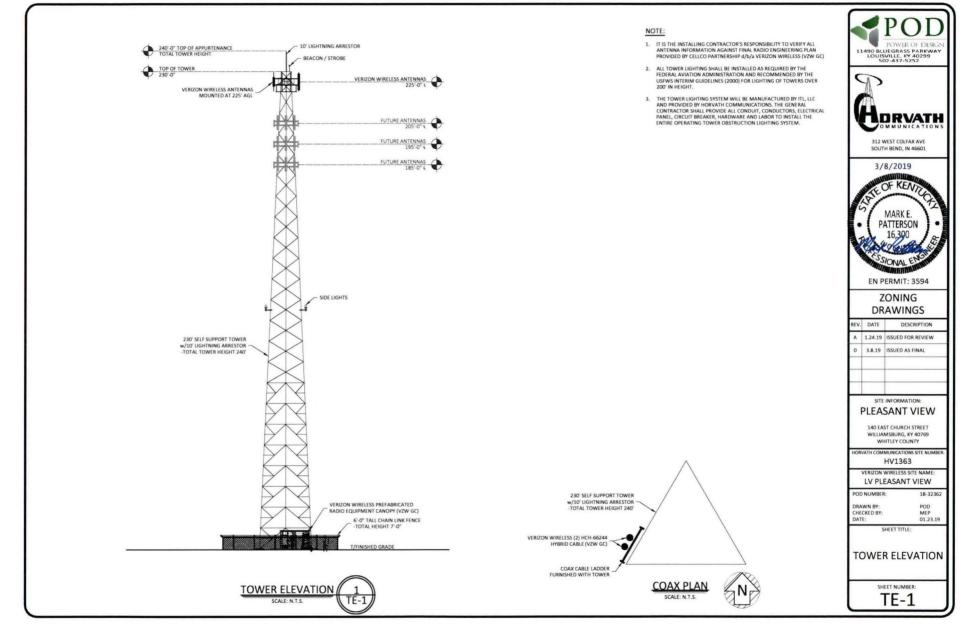
SOUTH BEND, IN 46601 574.237.0464

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

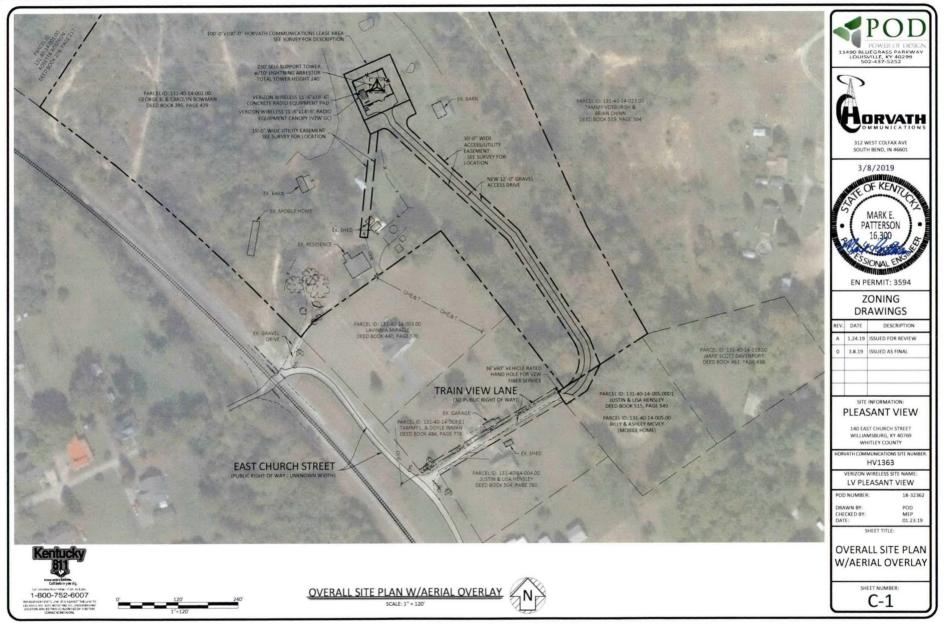
SHEET NUMBER: (5 pages)



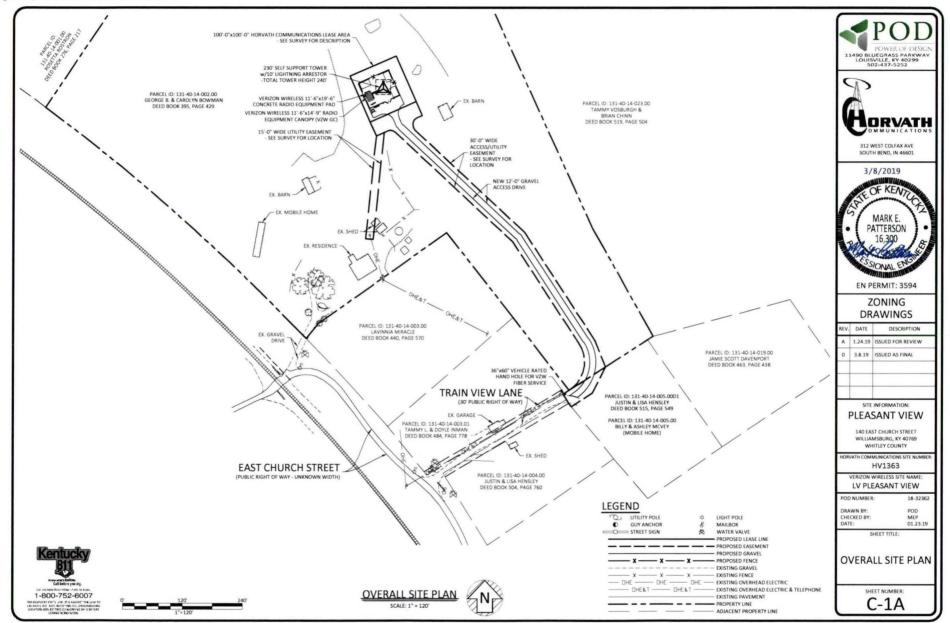




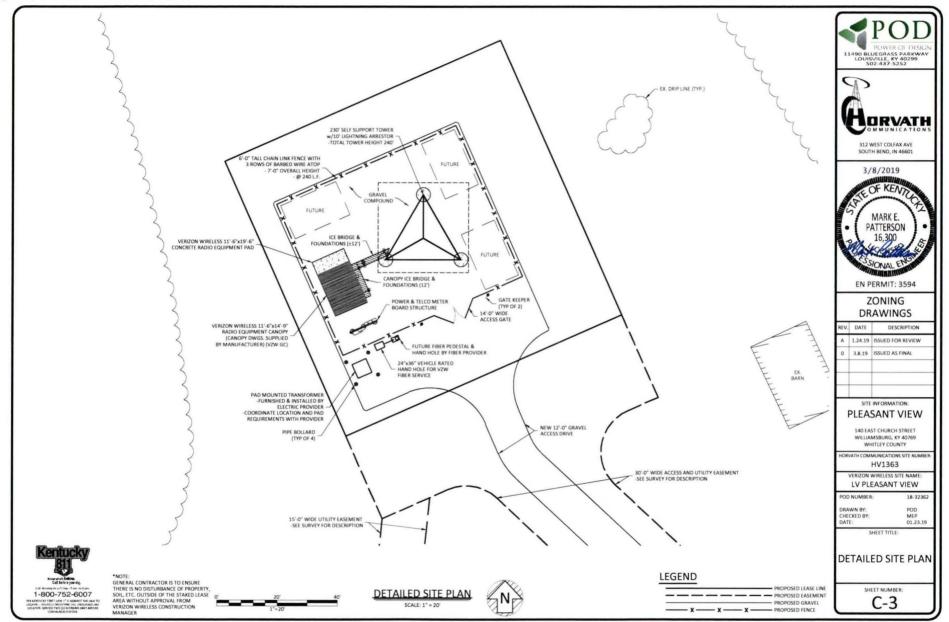
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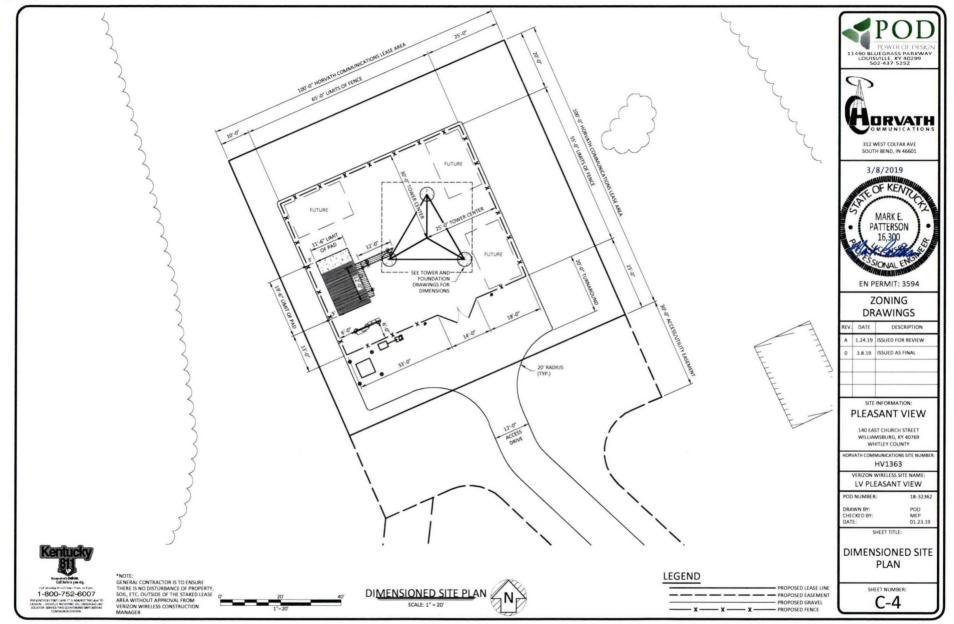
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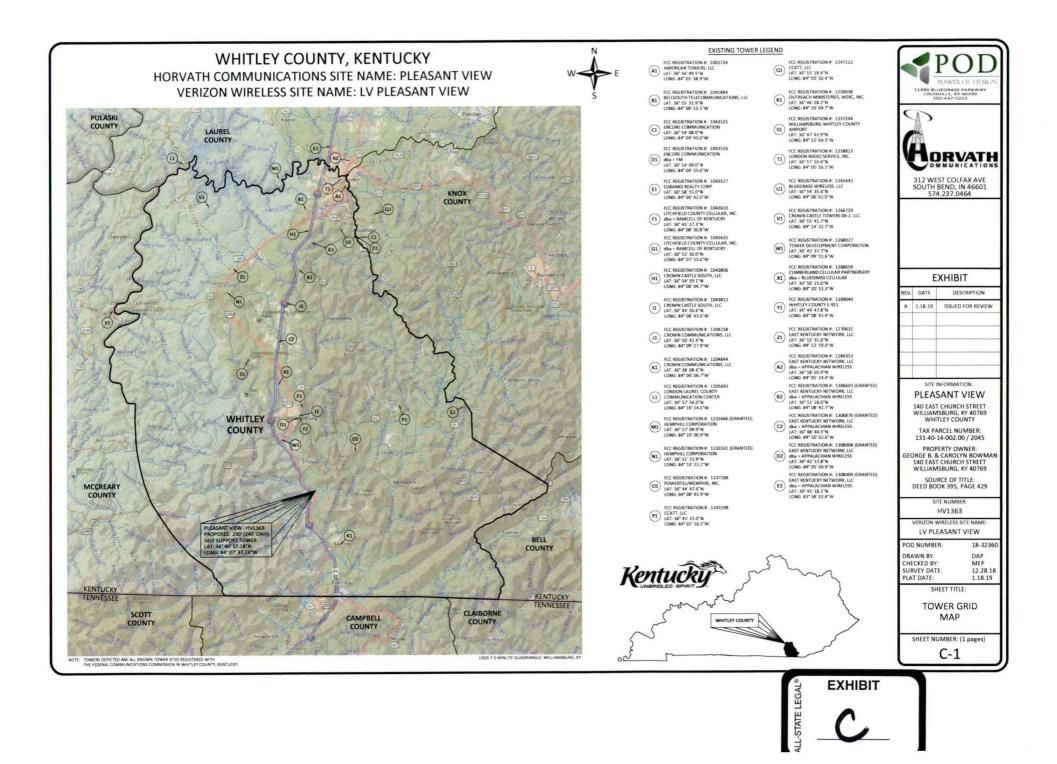


DocuSign Envelope ID: 35629AD7-FA57-4581-9A8D-84CB201076F6



DocuSign Envelope ID: 35629AD7-FA57-4581-9A8D-84CB201076F6







1 Fairholm Avenue Peoria, IL 61603 USA Phone: (309)-566-3000 Fax: (309)-566-3079

DATE: APRIL 05, 2019

PURCHASER: HORVATH COMMUNICATIONS

PROJECT: 230 FT RT SELF SUPPORT TOWER HV1363 PLEASANT VIEW, KENTUCKY

FILE NUMBER: 229719

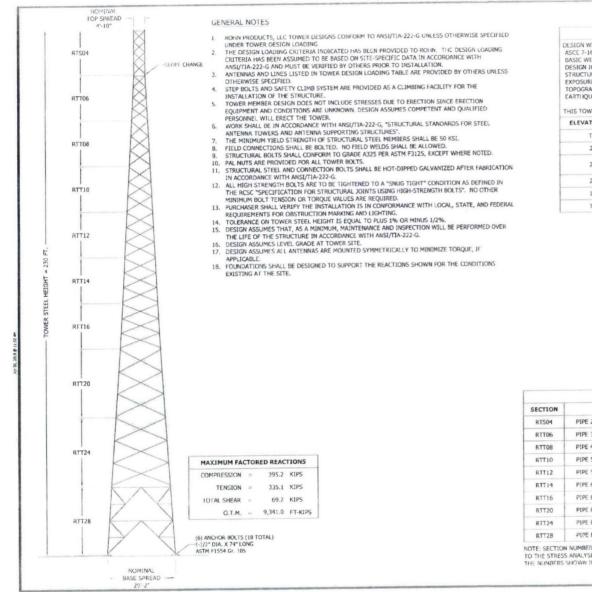
DRAWINGS: 229719-01-D1, 229719-01-F1

I CERTIFY THAT THE REFERENCED DRAWINGS WERE PREPARED UNDER MY SUPERVISION IN ACCORDANCE WITH THE DESIGN AND LOADING CRITERIA SPECIFIED BY THE PURCHASER AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF KENTUCKY.

**CERTIFIED BY:** ŝ IR IIR OUR DATE: SSION



Products for a Growing World of Technology®



TOWER DESIGN LOADING					
BASIC WIND SPEED (IC DESIGN ICE THICKNESS STRUCTURE CLASS = II EXPOSURE CATEGORY TOPOGRAPHIC CATEGO EARTHQUAKE SPECTRA	/IND SPEED (NO ICE) = 105 MPH E) = 30 MPH 5 = 0.75 IN. = C				
ELEVATION (FT)	ANTENNA TYPE	LINE SIZE (NOM)	TIMOTI I		
TOP	LIGHTNING ROD & LIGHTING	(1) 3/4"	and		
225	208 SQFT EPA MAX	(12) 1-5/8"			
443					
215	(1) 8FT STD DISH W/ RADOME [2GHZ]	(1) EW63			
		(1) EW63 (12) 1-5/8*			
215	[2GHZ]				



SECTION	LEG	DIAGONAL	HORIZONTALS
RT504	PIPE 2.875x0.203	L1 3/4x1 3/4x3/16 (4)	L1 1/2x1 1/2x3/16 (1)
RTT06	PIPE 3.500x0.216	L1 3/4x1 3/4x3/16 (4)	L1 3/4x1 3/4x3/16 (1)
RTT08	PIPE 4.500x0.337	L2 1/2x2 1/2x3/16 (3)	N/A
RTT10	PIPE 5.563x0.375	L2 1/2x2 1/2x3/16 (3)	N/A
RTT12	PIPE 5.563x0.375	12 1/2x2 1/2x1/4 (3)	N/A
RTT14	PIPE 6.625x0.340	L3x3x3/16 (3)	N/A
RTT16	PIPE 6.625x0.432	L3x3x1/4 (3)	N/A
RTT20	PIPE 8.625x0.375	L3 1/2x3 1/2x1/4 (3)	N/A
RTT24	PIPE 8.625x0.375	L4x4x1/4 (3)	N/A
RTT28	PIPE 8.625x0.375	L4x4x1/4 (2)	L3 1/2x3 1/2x1/4 (2)

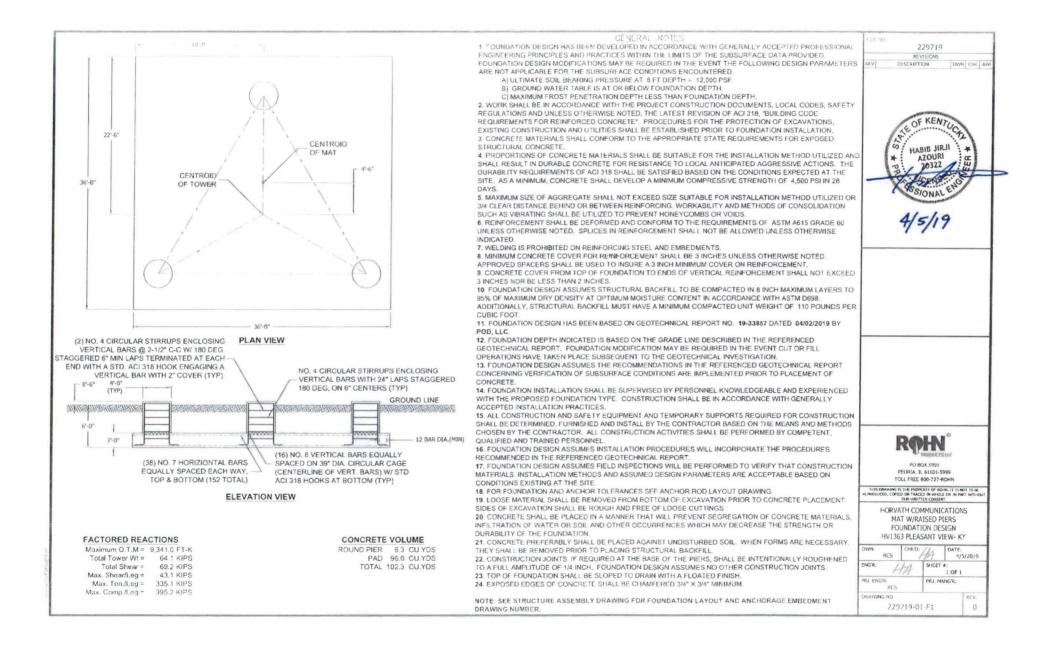
1	DALN
1	PRODUCTS LLC
	PO BOX 5999
	PEORIA, IL 61601-5999

TOLL FREE 800-727-RO-INI THIS DIMENTING IS THE INDERITED INCOME. IT IS NOT YOUR CONDUCCE, CONTO IN THEORY IN WIDE OUR WUTTER CONTENT HORVATH COMMUNICATIONS DESIGN PROFILE 230" RT TOWER

HV1363 PLEASANT VIEW- KY NOT RCS CLIPTO-HAA DATE: RCS CLIPTO-HAA DATE: NOT CLIPTO-HAA DATE: NOT CLIPTO-HAA DATE: NOT CLIPTO-HAA DATE: NOT CLIPTO-HAA REV. NOT CLIPTO-HAA REV.

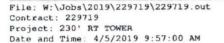
229719-01-D1

0





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### DESIGN SPECIFICATION

Design Standard: ANSI/TIA-222-G-2005 Add.2 Ultimate Design Wind Speed (No Ice) = 105.0 (mph) Nominal Design Wind Speed (No Ice) = 81.3 (mph) Basic Wind Speed (With Ice) = 30.0 (mph) Design lee Thickness = 0.75 (in) Structure Class = II Exposure Category = C Topographic Category = 1

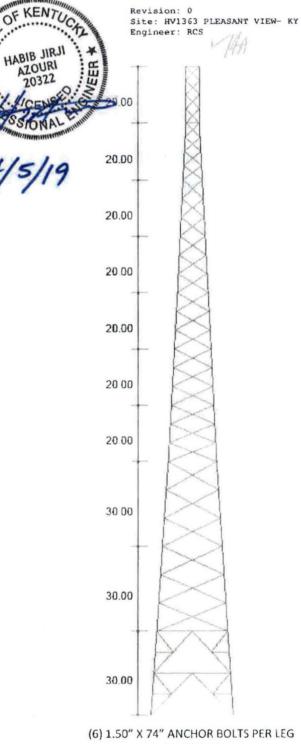
STATE

1

Sct	Length (ft)	Top ₩. (in)	Bot Width (in)
1	30.00	301.97	349.97
2	30.00	253.97	301.97
3	30.00	205 97	253.97
4	20.00	180.24	205.97
5	20.00	156.24	180.24
6	20.00	131.32	156.24
7	20.00	107.32	131.32
8	20.00	82.40	107.32
9	20.00	57.53	82.40
10	20.00	56.99	57.53



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### MAXIMUM BASE REACTIONS

Download (Kips)	395.2
Uplift (Kips)	335.1
Shear (Kips)	431
O.T.M. (Ft Kips)	9341.02

# (18 TOTAL)



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File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM

### Section A: PROJECT DATA

Project Title:	230' RT TOWER
Customer Name:	HORVATH COMMUNICATIONS
Site:	HV1363 PLEASANT VIEW- KY
Contract No .:	229719
Revision:	0
Engineer:	RCS
Date:	Apr 5 2019
Time:	09:34:28 AM
Design Standard:	ANSI/TIA-222-G-2005 Addendum

#### GENERAL DESIGN CONDITIONS

Start wind direction: 0.00 (Deg) 330.00 (Deg) 30.00 (Deg) End wind direction: Increment wind direction: Elevation above ground: Gust Response Factor Gh: 0.00(ft) 0.85 Structure class: II Exposure category: С Topographic category: Material Density: 1 490.1(lbs/ft^3) Young's Modulus: 29000.0(ksi) Poisson Ratio: 0.30 Weight Multiplier: 1.25 Minimum Bracing Resistance as per 4.4.1 WIND ONLY CONDITIONS: Ultimate Design Wind Speed (No Ice): Nominal Design Wind Speed (No Ice): Directionality Factor Kd: 105.00(mph) 81.33(mph) 0.85 Importance Factor I: Wind Load Factor: Dead Load Factor: Dead Load Factor for Uplift: 1.00 1.60 1.20 0.90 WIND AND ICE CONDITIONS: 30.00(mph)

Basic Wind Speed (With Ice): Directionality Factor Kd: Wind Load Importance Factor Iw: Ice Thickness Importance Factor Ii: Ice Thickness: Ice Density: Wind Load Factor: Dead Load Factor: Ice Load Factor: WIND ONLY SERVICEABILITY CONDITIONS:

Serviceability Wind Speed: Directionality Factor Kd: 60.00(mph) / 0.85 Importance Factor I: Wind Load Factor: 1.00 1.00 Dead Load Factor: 1.00 EARTHQUAKE CONDITIONS: Site class definition: Spectral response acceleration Ss: Spectral response acceleration S1: D 0.342

0,101 Accelaration-based site coefficient Fa: Velocity-based site coefficient Fv: Design spectral response acceleration Sds: 1.526 2.396 0.348



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Revision: 0 Site: HV1363 PLEASANT VIEW- KY Engineer: RCS

Page A 1

1

1

0.85

1.00

1.00

1.20

1.00

0.75(in)

56.19(lbs/ft^3)

2

1

1



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File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM RAHN

Icensed to: ROHN Products LLC Peoria, IL

Revision: 0 Site: HV1363 PLEASANT VIEW~ KY Engineer: RCS

Design spectral response acceleration Sdl: 0.161 Seismic analysis method: 1 Fundamental frequency of structure f1: 0.838 Total seismic shear Vs (Kips) : 2.87

Analysis performed using: TowerSoft Finite Element Analysis Program





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File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM

Revision: 0 Site: HV1363 PLEASANT VIEW- KY Engineer: RCS

Section B: STRUCTURE GEOMETRY

TOWER GEOMETRY

Cross-Section	Height (ft)	Tot Height { (ft)	of Sect		ot Widt) in)	ı Top∛ (in)	Vidth				
Triangular	230.00	230.00	10		49.97	56.99	•				
SECTION GEOMETR	х 🖌	/									
Sec Sec. Name		Elevation Bottom Top	Wid Botto		Legs	Brco	n Sec	Masses Brc Int.	Brc Sect.	Databa	Brcg. se Clear.
#		(ft) (ft)	(in)	(in)	(1bs)				s) (1bs		(in)
10 RTS04	1	210.00 230.00	58	57	434	470	0	0	903	0	0.787
9 RTT06		190.00 210.00		58	570	525	0	0	1095	0	0.787
8 RTT08		170.00 190.00		82	1127	714	0	0	1841	0	0.787
7 RTT10 6 RTT12		150.00 170.00 130.00 150.00		107 131	1562 1562	826 1250	0	0	2388 2813	0 0	0,787 0,787
5 RTT14		110.00 130.00		156	17,14	1296		0	3010	0	0.787
4 RTT16		90.00 110.00		180	2151	1920		0	4071	ō	0,787
3 RTT20	1	60.00 90.00	254	206	3727	2799		0	6526	0	0.787
2 RTT24		30.00 60.00	302	254	3727	3751		0	7478	0	0.787
1 RTT28*		0.00 30.00	350	302	3727	3168			8240	0	0.787
Total Mass:					20301	1671	18 10	44 301	38364	0	
PANEL GEOMETRY											
Sec# Pnl# Type		SecBrcg Mi	d. Horiz	Horiz	Height	Bottom	Top	Plan	Hip	Gusset	Gusset
		Co	ontinuous		1	Width	Width	Bracing	Bracing	Plate	Plate
					1000	14-5	1.41.4			Area	Weight
10 4 X		(None)		Yes	(ft) 5.0	(in) 57.1	(in) 57.0	(None)	(None)	(ft^2) 0.260	(lbs) 0.00
10 3 X		(None)		None	5.0	57.3	57.1	(None)	(None)	0.260	0.00
10 2 X		(None)		None	5.0	57.4	57.3	(None)	(None)	0.260	0.00
10 1 X		(None)		None	5.0	57.5	57.4	(None)	(None)	0.260	0.00
9 4 X		(None)		Yes	5.0	63.7	57.5	(None)	(None)	0.260	0.00
9 3 X 9 2 X		(None)		None	5.0	70.0	63.7 70.0	(None)	(None)	0.000	0.00
9 2 X 9 1 X 8 3 X		(None) (None)		None None	5.0 ¦ 5.0	76.2 82.4	76.2	(None) (None)	(None) (None)	0.000 0.000	0.00 0.00
8 3 X		(None)		None	6.7	90.7	82.4	(None)	(None)	0.260	0.00
8 2 X		(None)		None	6.7	99.0	90.7	(None)	(None)	0.260	0.00
8 1 X		(None)		None	6.7 ·	107.3	99.0	(None)	(None)	0.260	0.00
7 3 X		(None)		None	6.7	115.3	107.3	(None)	(None)	0.260	0.00
7 2 X 7 1 X		(None)		None	6.7 6.7	123.3 131.3	115.3	(None)	(None)	0.300	0.00 0.00
6 3 X		(None) (None)		None None	6.7	139.6	123.3	(None) (None)	(None) (None)	0.300 0.300	0.00
62X		(None)		None	6.7	147.9	139.6	(None)	(None)	0.300	0.00
6 1 X		(None)		None	6.7	156.2	147.9	(None)	(None)	0.300	0.00
5 3 X		(None)		None	б.7	164.2	156.2	(None)	(None)	0.300	0.00
5 2 X 5 1 X		(None)		None	6.7	172.2	164.2	(Non€)	(None)	0.300	0.00
5 1 X 4 3 X		(None) (None)		None None	6.7   6.7	$180.2 \\ 188.8$	172.2	(None) (None)	(None) (None)	0.300 0.300	0.00 0.00
4 2 X		(None)		None	6.7	197.4	188.8	(None)	(None)	0.300	0.00
4 1 X		(None)		None	6,7	206.0	197.4	(None)	(None)	0.300	0.00
3 ЗХ		(None)		None	10.0	222.0	206.0	(None) /	(None)	0.000	0.00
3 2 X		(None)		None	10.0	238.0	222.0	(None)	(None)	0.000	0.00
3 1 X		(None)		None	10.0	254.0	238.0	(None)	(None)	0.000	0.00
2 3 X 2 2 X		(None) (None)		None None	10.0	270.0 286.0	254.0 270.0	(None) (None)	(None) (None)	0.300 0.300	0.00 0.00
2 1 X		(None)		None	10.0	302.0	286.0	(None)	(None)	0.300	0.00
1 2 К		2-Subdiv.		Yes	15.0	326.0	302.0	2-Subdiv.	(None)	0.000	0.00
1 1 K		2-Subdiv.		Yes	15.0	350.0	326.0	2-Subdiv.	(None)	0.000	0.00

MEMBER PROPERTIES

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Revision: 0 Site: HV1363 PLEASANT VIEW- KY Engineer: RCS

File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM

Sec/ Membe Pnl		Description	Steel Grade	Conn.	Bolt #-Size	Bolt Grade	End Dist.	Edge Dist.	Gusset	Gusset	Bolt Space	Dble
Spaci	ńg		Grade	Туре	# 5126	GLAGE	DISC.	DISC.	INTEX.	GLAGE	space	
Stite	h											Mem.
Bolt					(in)		(in)	(in)	(in)		(in)	(in)
(ft)							(111)	( 111 )	(11)		( +11 )	(111)
10/4 10/4	Leg Diag	PIPE 2.875x0.203 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.	CSTension 50Bolted	4-0.750 1-0.500	A325X A325X	1.250	0.875	0.250	A572 g	r.50 2.000	1
10/4	Horiz	L1 1/2x1 1/2x3/16	A529 gr.	50Bolted	1-0,500	A325X	1.250	0.750	0.250	A529 g		
10/3 10/3	Leg Diag	PIPE 2.875x0.203 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.3	CSTension 50Bolted	4-0.750 1-0.500	A325X A325X	1.250	0.875	0.250	A572 g		
10/2 10/2	Leg Diag	PIPE 2.875x0.203 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.9	CSTension 50Bolted	4-0.750 1-0.500	A325X A325X	1.250	0.875	0.250	A572 g		
10/1 10/1	Leg Diag	PIPE 2.875x0.203 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.3	CSTension 50Bolted	4-0.750 1-0.500	A325X A325X	1.250	0.875	0.250	A572 g		
9/4 9/4	Leg Diag	PIPE 3.500x0.216 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.9	CSTension 50Bolted	5-0.875 1-0.625	A325X A325X	1,500	0.875	0.250	A572 g		
9/4	Horiz	L1 3/4x1 3/4x3/16	A529 gr.	50Bolted	1-0.625	A325X	1,500	0.875	0.250	A529 g	2.000 r.50 2.000	
9/3 9/3	Leg Diag	PIPE 3.500x0.216 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.3	CSTension 50Bolted	$5-0.875 \\ 1-0.625$	A325X A325X	1.500	0.875	0.250	A572 g		
9/2 9/2	Leg Diag	PIPE 3.500x0.216 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.1	CSTension 50Bolted	5-0.875 1-0.625	A325X A325X	1.500	0,875	0.250	A572 g		
9/1 9/1	Leg Diag	PIPE 3.500x0.216 L1 3/4x1 3/4x3/16	A500 gr.0 A529 gr.1	CSTension 50Bolted	5-0.875 1-0.625	A325X A325X	1.500	0.875	0,250	A572 g		
8/3 8/3	Leg Diag	PIPE 4.500×0.337 L2 1/2×2 1/2×3/16	A500 gr.0 A529 gr.9	CSTension 50Bolted	5-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g	r.50 2.000	
8/2 8/2	Leg Diag	PIPE 4.500x0.337 L2 1/2x2 1/2x3/16	A500 gr.0 A529 gr.1	CSTension 50Bolted	5-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g		
8/1 8/1	Leg Diag	PIPE 4.500x0.337 L2 1/2x2 1/2x3/16	A500 gr.0 A529 gr.1	CSTension 50Bolted	5-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g		
7/3 7/3	Leg Diag	PIPE 5.563x0.375 L2 1/2x2 1/2x3/16	A500 gr.0 A529 gr.3	CSTension 50Bolted	5-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g	r.50 2.000	)
7/2 7/2	Leg Diag	PIPE 5.563x0.375 L2 1/2x2 1/2x3/16	A500 gr.( A529 gr.)	CSTension 50Bolted	5-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g		
7/1 7/1	Leg Diag	PIPE 5.563x0.375 L2 1/2x2 1/2x3/16	A500 gr.0 A529 gr.9	CSTension 50Bolted	5-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g		
6/3 6/3	Leg Diag	PIPE 5.563x0.375 L2 1/2x2 1/2x1/4	A500 gr.0 A529 gr.3	CSTension 50Bolted	6-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g	r.50 2.000	)
6/2 6/2	Leg Diag	PIPE 5.563x0.375 L2 1/2x2 1/2x1/4	A500 gr.0 A529 gr.9	CSTension 50Bolted	6-1.000 1-0.625	A325X A325X	1.500	1,250	0.250	A572 g		
6/1 6/1	Leg Diag	PIPE 5.563×0.375 L2 1/2×2 1/2×1/4	A500 gr.0 A529 gr.9	CSTension 50Bolted	6-1.000 1-0.625	A325X A325X	1.500	1.250	0.250	A572 g		

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1

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File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM



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Revision: 0 Site: HV1363 PLEASANT VIEW- KY Engineer: RCS

			1		1					2,000
		_								2,000
	5/3 5/3	Leg Diag	PIPE 6.625x0.340 L3x3x3/16	A500 gr.CSTension A529 gr.50Bolted	6-1.000 1-0.625	A325X A325X	1.500	1.500	0.250	A572 gr.50 2.000
	5/2 5/2	Leg Diag	PIPE 6.625x0.340 L3x3x3/16	A500 gr.CSTension A529 gr.50Bolted	6-1.000 1-0.625	A325X A325X	1.500	1.500	0.250	A572 gr.50 2.000
	5/1 5/1	Leg Diag	PIPE 6.625x0.340 L3x3x3/16	A500 gr.CSTension A529 gr.50Bolted	6-1,000 1-0.625	A325X A325X	1.500	1.500	0.250	A572 gr.50 2.000
	4/3 4/3	Leg Diag	PIPE 6.625x0.432 L3x3x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1.500 1-0.625	A325X A325X	1.500	1.500	0.250	A572 gr.50 2.000
	4/2 4/2	Leg Diag	PIPE 6.625x0.432 L3x3x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1,500 1-0.625	A325X A325X	1.500	1.500	0.250	A572 gr.50 2.000
	4/1 4/1	Leg Diag	PIPE 6.625x0.432 L3x3x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1.500 1-0.625	A325X A325X	1.500	1.500	0.250	A572 gr.50 2.000
	3/3 3/3	Leg Diag	PIPE 8.625x0.375 L3 1/2x3 1/2x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1.500 2-0.625	A325X A325X	1.125	1.750	0.250	A572 gr.50 2.000
	3/2 3/2	Leg Diag	PIPE 8.625x0.375 L3 1/2x3 1/2x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1,500 2-0,625	A325X A325X	1.125	1.750	0.250	A572 gr.50 2.000
	3/1 3/1	Leg Diag	PIPE 8.625x0.375 L3 1/2x3 1/2x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1.500 2-0.625	A325X A325X	1.125	1.750	0.250	A572 gr.50 2.000
	2/3 2/3	Leg Diag	PIPE 8.625x0.375 L4x4x1/4	A500 gr.CSTension A529 gr.50Bolted	2-0.625		1.125	2.000	0.250	A572 gr.50, 2.000
	2/2 2/2	Leg Diag	PIPE 8.625x0.375 L4x4x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1,500 2-0,625	A325X A325X	1.125	2.000	0.250	A572 gr.50 2,000
	2/1 2/1	Leg Diag	PIPE 8.625x0.375 L4x4x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1.500 2-0.625		1.125	2.000	0.250	A572 gr.50 2.000
•	1/2 1/2	Leg Diag	PIPE 8.625x0.375 L4x4x1/4	A500 gr.CSTension A529 gr.50Bolted	-	<b>Л325</b> Х А325Х	1.125	2.000	0.375	A572 gr.50
	1/2	Horiz	L3 1/2x3 1/2x1/4	A529 gr. 50Bolted	2-0,625	A325X	1.125	2.130	0.375	2.000 A572 gr.50
	1/2	SecD1	L3x3x3/16	A529 gr.50Bolted	1-0,625	A325X	1.500	1.630	0.250	2.000 A572 gr.50
	1/2	SecHl	L3x3x3/16	Λ529 gr.50Bolted	1-0.625	A325X	1.500	1.630	0.250	2.000 A572 gr,50
	1/2	PlanHl	L2 1/2x2 1/2x3/16	A529 gr.50Bolted	1-0,625	A325X	1.500	1.250	0.250	2.000 A572 gr <u>.</u> 50
	1/1 1/1	Leg Diag	PIPE 8.625x0.375 L4x4x1/4	A500 gr.CSTension A529 gr.50Bolted	6-1,500 2-0,625	A325X A325X	1.125	2.000	0.375	2.000 A572 gr.50 2.000
	1/1	Horiz	L3 1/2x3 1/2x1/4	A529 gr.50Bolted	2-0,625	A325X	1.125	2.130	0.375	A572 gr.50
	1/1	SecD1	L3x3x3/16	A529 gr.50Bolted	1-0,625	A325X	1.500	1.630	0.250	2.000 A572 gr_50
	1/1	SecH1	L3x3x3/16	A529 gr. 50Bolted	1-0,625	A325X	1.500	1.630	0.250	2.000 A572 gr.50
	1/1	PlanH1	L2 1/2x2 1/2x3/16	A529 gr.50Bolted	1-0,625	A325X	1.500	1.250	0.250	2.000 A572 gr.50 2.000

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Section C: ANTENNA DATA

Structure Azimuth from North: 0

ANTENNAS

st	Ant No.	Elev. (ft)	Antenn (#) Ty	pe	Azim. Radi (ft)		уре		Tx Line #)Type	Moun Size (in)	ting Pipe Length (ft) Full Shield	
	1	215.00	• • • • • •	8ft TIA Radome Offset 0.00 (	0 3.07	e	I	0				1.00
		ENNA AND Antenna	/Mount	WIND AREAS AND Frontal Bare Area (ft)^2 me with radome	Lateral Bare Area (ft)^2	Frontal Iced Area (ft)^2	Lateral Iced Area (ft)^2	Weight Bare (lbs)	Weight Iced (lbs)	Frequency GHz	Allowable ( Signal Loss dB	Sh Mount Ka
1	1	SDOLL I.	LA RACO	43.39	6.71	43.39	6.71	260.00	1313,57	2.00	10 0.	.85
				/						/		

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#### Section D: TRANSMISSION LINE DATA

Transmission Lines Position

1

No.	Bot El (ft)	Top El (ft)	Desc	Radius (ft)	Az.	Orient.	No:	No. of Rows	Vert. Antenna	User Ka
1	000	230.00	3/8 CABLE	18.00	0.00	0.00	1	1	No	
2	0.00	230.00	TX Ladder	9.72	60.00	30.00	1	1	No	
3	000	230.00	LDF7P-50A	9,72	60.00	30.00	12	, 2	No	
4	0.00	205.00	TX Ladder	9.72	180.00	150.00	1 '	1	No	
5	0,.00	205.00	LDF7P-50A	9.72	180.00	150.00	12	2	No	
6	0,00	195.00	TX Ladder	9.72	300.00	270.00	1	1	No	
7	0.00	195.00	LDF7P-50A	9.72	300.00	270.00	12	2	No	
8	0.00	185.00	TX Ladder	9.72	300.00	330,00	1	/ 1	No	
9	0.00	185.00	LDF7P-50A	9.72	300.00	330.00	12	2	No	
10	000	215.00	EW63	9.72	60.00	30.00	1	1	No	
				/						
Transm	ission Li	ines Deta	ails	-						
No.	Desc.		Width D	epth l	Jnit Mas	s Line	Spaci	ng Row Spa	acing	

NO .	Desc.	(in)	(in)	(lb/ft)	(in)	(in)	
1 2 3 4 5 6	3/8 CABLE TX Ladder / LDF7P-50A TX Ladder / LDF7P-50A TX Ladder /	0:.38 470 2::01 4::70 2:.01 4::70	0::38 1:50 2:01 1:50 2:01 1:50	1.00 4.00 0.92 4.00 0.92 4.00	2.750 2.750 2.750 2.750 2.750 2.750 2.750	2.750 2.750 2.750 2.750 2.750 2.750 2.750	
7 8 9 10	LDF7P-50A TX Ladder / LDF7P-50A EW63	2.01 4.70 2.01 1.16	2:01 1:50 2:01 2:01	0.92 4.00 0.92 0.51	2.750 2.750 2.750 2.750 2.750	2.750 2.750 2.750 2.750 2.750	

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#### Section F: POINT LOAD DATA

Structure Azimuth from North:0.00

POINT	LOADS		/						
No.	Description	Elev.	Radius	Azim.	Orient	. Vertica Offset	il Tx	Line	Comments
1 2 3 4 5	LIGHTNING ROD & LIGHTING 208 SQFT EPA MAX 165 SQFT EPA MAX 165 SQFT EPA MAX 165 SQFT EPA MAX	225.00 205.00 195.00 185.00	(ft) 3.00 1.00 1.00 1.00 1.00	(Deg) 0.0 0.0 120.0 240.0 0.0	(Deg) 0.0 0.0 120.0 240.0 0.0	(ft) 0.00 0.00 0.00 0.00 0.00			
POINT	LOADS WIND AREAS AND WEIGH	TS							
No.	Description	Frontal Bare Are	Later a Bare (ft^2	Area Ic	ed Area	Lateral Iced Area	Weight Bare (Kips)	Iced	Gh

1 2 3 4 5	LIGHTNING ROD & LIGHTING 208 SQFT EPA MAX 165 SQFT EPA MAX 165 SQFT EPA MAX 165 SQFT EPA MAX	(ft^2) 5.00 208.00 / 165.00	165.00	(ft^2) 10.00 416.00 330.00 330.00	(ft^2) 10.00 416.00 330.00 330.00	(Kips) 0.35	(Kips) 0.70 6.00 6.00 6.00 6.00	0.85 0.85 0.85 0.85 0.85 0.85
		/	1	,			/	





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#### Section H: STRUCTURE DISPLACEMENT DATA Load Combination Max Envelope

Wind	Directi	on	٢	Maximum displacements					
Node	Elev (ft)		₩-E Disp (in)	Vert.Disp (in)	N-S Rot (Deg)		Twist (Deg)		
102 999 990 881 877 663 663 574 429 633 330 24 333 224	230.0 225.0 220.0 215.0 205.0 205.0 200.0 195.0 190.0 183.3 176.7 176.0 163.3 156.7 150.0 143.3 156.7 150.0 143.3 136.7 130.0 123.3 116.7 110.0 103.3 96.7 90.0	33.6 32.0 30.4 28.8 27.2 25.7 24.2 22.8 21.4 19.8 18.1 16.6 15.1 13.8 12.5 11.3 10.1 9.1 8.0 7.1 6.2 5.5 4.7 4.1 3.2 2.5	33.3 31.7 30.1 28.5 26.9 -25.5 -24.0 -22.6 -21.3 -19.6 -18.0 -16.5 -15.0 -13.7	$\begin{array}{c} -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.4 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \\ -0.3 \end{array}$	1.53 1.56 1.53 1.50 1.43 1.42	1.50 1.54 1.51 1.47 1.42 1.41 1.29 -1.31 1.17 -1.18 -1.06 -0.96 -0.95 -0.85 -0.83 -0.74	$\begin{array}{c} -0.30\\ 0.31\\ -0.27\\ 0.25\\ -0.20\\ 0.18\\ -0.12\\ 0.15\\ 0.10\\ 0.12\\ 0.08\\ 0.09\\ 0.06\\ 0.07\\ 0.05\\ -0.06\\ 0.07\\ 0.05\\ -0.06\\ 0.04\\ -0.05\\ 0.03\\ -0.04\\ 0.02\\ \end{array}$		
21 18 14		1.2 0.8	-1.2 -0.8 0.4	-0.1 -0.1	0.23 0.17 0.10	~0.23 -0.17 -0.10	0.01		
8 3	15.0 0.0	0.1 0.0	0.4 0.1 0.0	0.0 0.0	0:03 0:00	0.03 0.00	0.00		
Load	Combina	tion		Wind Only -	Servicea	σιιιτγ			

Wind Directi	on	Maximum displacements						
Node Elev. (ft)	N-S Disp (in)	W-E Disp (in)	Vert.Disp (in)	N-S Rot (Deg)	W-E Rot. (Deg)	Twist (Deg)		
102         230.0           99         225.0           96         220.0           93         215.0           90         210.0           87         205.0           84         200.0           81         195.0           78         190.0           75         183.3           72         176.7           69         170.0           66         163.3           63         156.7           60         150.0           57         143.3           54         136.7	11.6 11.0 10.5 9.9 9.4 8.8 8.3 7.9 7.4 6.8 6.2 5.7 5.2 4.8 4.3 3.9 3.5	$ \begin{array}{c} 11.4\\ 10.9\\ 9.8\\ 9.2\\ -8.7\\ -8.2\\ -7.8\\ -7.3\\ -6.7\\ -6.2\\ -5.2\\ -4.7\\ -5.2\\ -4.7\\ -3.5\\ \end{array} $	$\begin{array}{c} -0.1 \\ -0.1 \end{array}$	0.53 0.54 0.53 0.49 0.49 0.45 0.45 0.41 0.37 0.37 0.33 0.29 0.29 0.26	0.52 0.53 0.52 0.50 0.48 0.48 0.44 0.45 0.40 -0.36 -0.33 -0.33 -0.33 -0.29 -0.25	-0.10 0.11 0.09 0.08 -0.07 0.06 -0.04 0.05 0.03 0.04 0.03 0.03 0.04 0.03 0.03 0.02 0.02 0.02 0.02 0.02 0.02 0.02		



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51	130.0	3.1	-3.1	-0.1	0.25	-0.25	0.02
48	123.3	2.8	-2.8	-0.1	0.22	-0.22	0.01
45	116.7	2.5	-2.4	-0.1	0.22	-0.22	0.01
42	110.0	2.2	-2.1	-0.1	0.19	-0.18	0.01
39	103.3	1.9	-1.9	-0.1	0,19	-0.19	-0.01
36	96.7	1.6	-1.6	-0.1	0.16	~0.15	-0.01
33	90.0	1.4	-1.4	~0.1	0.15	-0.15	-0.01
30	80.0	1.1	-1.1	-0.1	0.12	-0:12	-0.01
27	70.0	0.9	-09	-0.1	0.11	-0.11	-0.01
24	60.0	0.6	-0.6	0.0	0.09	-0.09	-0.01
21	50.0	0.4	-0.4	0.0	0:08	-0.08	0.00
18	40.0	0.3	-03	0.0	006	-0.06	0.00
14	30.0	0.1	0.1	0.0	0.03	-0.03	0.00
8	15.0	0.0	0.0	0.0	0.01	0.01	0.00
3	0.0	0.0	0.0	0.0	000	0.00	0.00



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Section J: ANTENNA DISPLACEMENT DATA Load Combination Wind Only - Serviceability .

Wind Direction Maximum displacements

Ant.	Elev. (ft)			Vert.Disp (in)			Twist Tot (Deg)	Allow. (Deg)
1	215.00	9.9	9.8	-0.1	0.52	0.50	0.08	3.32
	1							/



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Section L: STRENG	STH ASSESSMENT SORTED DATA	
Load Combination	Max Envelope	
Wind Direction	Maximum	

Sec Pnl	Elev.	МТуре	Desc.	Len	kl/r	Gov. comp.	Gov. tens.	Max Compri	Max Tens∷	Asses. Ratio
	(ft)			(ft)		cap. (Kips)	cap. (Kips)	(Kips)	(Kips)	
10       4         10       2         10       1         9       9         9       9         9       1         3       2         1       3         2       1         3       2         1       3         2       1         3       2         1       3         2       1         3       2         1       3         2       1         3       2         2       1         3       2         2       1         3       2         3       2         2       1         2       1         2       1         2       1	$\begin{array}{c} 225.00\\ 220.00\\ 215.00\\ 205.00\\ 205.00\\ 195.00\\ 195.00\\ 195.00\\ 195.00\\ 183.33\\ 176.67\\ 170.00\\ 163.33\\ 156.67\\ 150.00\\ 143.33\\ 136.67\\ 130.00\\ 123.33\\ 116.67\\ 130.00\\ 123.33\\ 116.67\\ 130.00\\ 103.33\\ 96.67\\ 90.00\\ 80.00\\ 70.00\\ 60.00\\ 50.00\\ 40.00\\ 30.00\\ 15.00\\ 0.00\\ \end{array}$	Leg Leg Leg Leg Leg Leg Leg Leg Leg Leg	PIPE 2,875 $\times$ 0,203 PIPE 2,875 $\times$ 0,203 PIPE 2,875 $\times$ 0,203 PIPE 2,875 $\times$ 0,203 PIPE 3,50 $\times$ 0,216 PIPE 3,500 $\times$ 0,216 PIPE 3,500 $\times$ 0,216 PIPE 4,500 $\times$ 0,337 PIPE 4,500 $\times$ 0,337 PIPE 4,500 $\times$ 0,337 PIPE 5,563 $\times$ 0,375 PIPE 6,625 $\times$ 0,340 PIPE 6,625 $\times$ 0,375 PIPE 8,625 $\times$ 0,375	5.00 5.00 5.001 5.011 5.01 6.68 6.	$\begin{array}{c} 63.4\\ 63.4\\ 63.4\\ 63.4\\ 51.8\\ 51.8\\ 51.8\\ 54.2\\ 54.2\\ 63.6\\ 43.6\\ 43.6\\ 36.0\\ 36.4\\ 43.6\\ 36.0\\ 36.4\\ 41.2\\ 241.2\\ 241.2\\ 9\\ 30.9 \end{array}$	57.1 57.1 57.1 82.5 82.5 82.5 82.5 82.5 160.1 160.1 239.4 239.4 239.4 239.3 274.8 274.8 274.8 343.5 343.5 343.5 343.5 386.3	76.5 76.5 76.5 100.4 100.4 100.4 198.4 198.4 198.4 198.4 198.4 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 302.1	$\begin{array}{c} 1.4\\ 6.8\\ 16.5\\ 25.3\\ 33.1\\ 45.8\\ 55.5\\ 69.8\\ 85.7\\ 104.1\\ 123.4\\ 135.9\\ 170.2\\ 184.6\\ 197.5\\ 210.3\\ 222.5\\ 234.8\\ 246.7\\ 258.1\\ 269.2\\ 279.8\\ 291.4\\ 305.1\\ 316.5\\ 329.6\\ 341.2\\ 354.3\\ 361.2\\ 379.4 \end{array}$	0.5 3.6 13.1 21.7 29.2 39.8 49.0 59.2 73.7 89.8 107.6 122.5 137.6 150.6 163.6 175.0 186.6 197.4 208.3 218.7 228.6 237.9 246.8 256.0 266.8 275.8 256.0 294.9 304.8 304.8 302.5 302.	0.03 0.12 0.29 0.44 0.55 0.67 0.85 0.55 0.54 0.65 0.77 0.88 0.65 0.71 0.77 0.82 0.81 0.75 0.78 0.75 0.79 0.82 0.79 0.82 0.79 0.82 0.81 0.75 0.79 0.82 0.85 0.82 0.79 0.82 0.85 0.88 0.93 (.93)
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 225.00\\ 220.00\\ 215.00\\ 205.00\\ 205.00\\ 195.00\\ 190.00\\ 183.33\\ 176.67\\ 170.00\\ 163.33\\ 156.67\\ 150.00\\ 143.33\\ 136.67\\ 130.00\\ 123.33\\ 116.67\\ 110.00\\ 103.33\\ 96.67\\ 90.00\\ \end{array}$	Diag Diag Diag Diag Diag Diag Diag Diag	L1 3/4x1 3/4x3/16 L1 3/4x1 3/4x3/16 L1 3/4x1 3/4x3/16 L1 3/4x1 3/4x3/16 L1 3/4x1 3/4x3/16 L1 3/4x1 3/4x3/16 L1 3/4x1 3/4x3/16 L2 1/2x2 1/2x3/16 L2 1/2x2 1/2x1/4 L2 1/2x2 1/2x1/4 L3x3x3/16 L3x3x3/16 L3x3x1/4 L3x3x1/4 L3x3x1/4	6.90 6.91 6.92 7.11 7.49 8.29 9.82 10.34 10.38 11.97 12.53 13.11 13.71 14.32 15.53 16.13 16.73 17.42 18.08	109.5 109.6 109.7 109.9 115.2 120.8 128.1 135.7 113.6 118.7 113.6 118.7 125.5 137.5 137.5 144.5 152.00 159.5 167.1 143.6 149.8 156.1 162.8 169.6 176.4	9.7 9.7 9.7 10.6 9.6 8.5 7.6 15.2 14.4 13.0 11.9 10.8 9.7 11.6 10.6 9.6 11.9 11.0 11.0 10.1 12.3 11.3	9.7 9.7 9.7 9.7 10.7 10.7 14.1 14.1 14.1 14.1 14.1 14.1 14.7 15.2 15.2 14.7 14.7 15.2 15.2 15.2	1.2 4.4 5.7 5.4 7.5 6.5 7.5 8.7 7.5 8.1 7.5 8.1 7.5 8.1 7.5 8.1 7.5 8.0 7.5 8.0 7.8 0 7.8 0 7.8 0 7.8	1.3 4.5 5.2 5.2 6.5 5.6 8.0 7.5 5.8 8.0 7.5 7.5 8.0 7.5 7.5 8.0 7.5 7.5 8.0 7.5 7.5 8.0 7.5 7.5 8.0 7.5 7.5 8.0 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5 7.5	0.13 0.45 0.47 0.59 0.53 0.59 0.663 0.63 0.663 0.63 0.663 0.64 0.71 0.664 0.72 0.80 0.72 0.80 0.63 0.63 0.63 0.63 0.663 0.72 0.80 0.72 0.80 0.76

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## Section M: SECTION PROPERTIES DATA

Sec Pa	n Memb. Type	Steel Grade		ts Bolt Is Size (in)	Bolt End Grade Dist. (in)	Gusset Thick. (in)	kl/r Comp Cap. (Kips)	Tens Cap. (Kips)	Bolt Bear. Cap. Cap. (Kips) (Kips)	Block Shear (Kips)
10       4         10       4         10       3         10       3         10       2         10       2         10       1	Leg Diag Horiz Leg Diag Leg Diag Leg Diag	A529 gr.50 A529 gr.50 A500 gr.CS A529 gr.50 A500 gr.CS A529 gr.50 A500 gr.CS	Bolted 1 Tension 4 Bolted 1 Tension 4 Bolted 1	0.750 0.500 0.500 0.750 0.500 0.750 0.500 0.750 0.500 0.500	A325X 1.875 A325X 1.250 A325X 1.250 A325X 1.875 A325X 1.875 A325X 1.875 A325X 1.875 A325X 1.875 A325X 1.250	N/A 0.250 0.250 N/A 0.250 N/A 0.250 N/A 0.250	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	76.5 18.3 15.0 76.5 18.3 76.5 18.3 76.5 18.3	121.7T N/A 9.7S 11.7 9.7S 11.7 121.7T N/A 9.7S 11.7 121.7T N/A 9.7S 11.7 121.7T N/A 9.7S 11.7	N/A 10.2 9.1 N/A 10.2 N/A 10.2 N/A 10.2
9 4 9 4 9 3 9 3 9 3 9 2 9 2 9 2 9 2 9 1 9 1	Leg Diag Horiz Leg Diag Leg Diag Diag	A500 gr. CS A529 gr. 50 A500 gr.CS A529 gr.50	Bolted 1 Bolted 1 Tension 5 Bolted 1 Tension 5 Bolted 1 Tension 5	0.875 0.625 0.625 0.875 0.625 0.875 0.875 0.625 0.875 0.625	A325x 2.188 A325x 1.500 A325x 1.500 A325x 2.188 A325x 1.500 A325x 2.188 A325x 1.500 A325x 2.188 A325x 1.500	N/A 0.250 0.250 N/A 0.250 N/A 0.250 N/A 0.250	51.8 82.5 115.2 10.6 145.5 6.6 51.8 82.5 120.8 9.6 51.8 82.5 128.1 8.5 51.8 82.5 135.7 7.6	100.4 17.4 17.4 100.4 17.4 100.4 17.4 100.4 17.4	209.9T N/A 15.2S 14.7 15.2S 14.7 209.9T N/A 15.2S 14.7 209.9T N/A 15.2S 14.7 209.9T N/A 15.2S 14.7	N/A 10.7 10.7 N/A 10.7 N/A 10.7 N/A 10.7
8 3 8 3 8 2 8 2 8 1 8 1 8 1	Leg Diag Leg Diag Leg Diag	A529 gr.50 A500 gr.CS A529 gr.50	Tension 5 Bolted 1 Tension 5	1.000 0.625 1.000 0.625 1.000 0.625	A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500	N/A 0.250 N/A 0.250 N/A 0.250	$\begin{array}{ccccccc} 54.2 & 160.1 \\ 113.6 & 15.8 \\ 54.2 & 160.1 \\ 118.7 & 14.4 \\ 54.2 & 160.1 \\ 125.2 & 13.0 \end{array}$	198.4 27.7 198.4 27.7 198.4 27.7	275.3T N/A 15.2S 14.7 275.3T N/A 15.2S 14.7 275.3T N/A 15.2S 14.7	N/A 14.1 N/A 14.1 N/A 14.1
7 3 7 3 7 2 7 2 7 1 7 1 7 1	Leg Djag Leg Diag Leg Diag	λ500 gr.CS λ529 gr.S0 λ500 gr.CS λ529 gr.S0 λ500 gr.CS λ529 gr.S0	Bolted 1 Tension 5 Bolted 1 Tension 5	1.000 0.625 1.000 0.625 1.000 0.625	A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500	N/A 0.250 N/A 0.250 N/A 0.250	43.6 239.4 130.5 11.9 43.6 239.4 137.5 10.8 43.6 239.4 144.5 9.7	275.0 27.7 275.0 27.7 275.0 27.7	275.3T N/A 15.2S 14.7 275.3T N/A 15.2S 14.7 275.3T N/A 15.2S 14.7	N/A 14.1 N/A 14.1 N/A 14.1
6       3         6       3         6       2         6       2         6       1         6       1	Leg Diag Leg Diag Leg Diag	A500 gr.CS	Bolted 1 Tension 6 Bolted 1	1.000 0.625 1.000 0.625 1.000 0.625	A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500 A325X 1.500	N/A 0.250 N/A 0.250 N/A 0.250	43.6 239.3 152.0 11.6 43.6 239.3 159.5 10.6 43.6 239.3 167.1 9.6	275.0 36.5 275.0 36.5 275.0 36.5	330.3T N/A 15.2S 19.5 330.3T N/A 15.2S 19.5 330.3T N/A 15.2S 19.5	N/A 18.7 N/A 18.7 N/A 18.7
53 522 522 521 51	Leg Diag Leg Diag Leg Diag	A500 gr.CS A529 gr.50 A500 gr.CS A529 gr.50 A500 gr.CS A529 gr.50	Tension 6 Bolted 1 Tension 6	1.000 0.625 1.000 0.625 1.000 0.625	A325X 1.250 A325X 1.500 A325X 1.250 A325X 1.250 A325X 1.250 A325X 1.250 A325X 1.250	N/A 0.250 N/A 0.250 N/A 0.250	36.0       274.8         143.6       11.9         36.0       274.8         149.8       11.0         36.0       274.8         156.1       10.1	302.1 34.6 302.1 34.6 302.1 34.6	330.3T N/A 15.2S 14.7 330.3T N/A 15.2S 14.7 330.3T N/A 15.2S 14.7	N/A 16.4 N/A 16.4 N/A 16.4
4 3 4 3 4 2 4 2 4 1 .1	Leg Diag Diag Leg Diag	A500 gr.CS A529 gr.50 A500 gr.CS A529 gr.50 A500 gr.CS A529 gr.50	Bolted 1 Tension 6 Bolted 1 Tension 6	1.500 0.625 1.500 0.625 1.500 0.625	A325X 2.250 A325X 1.500 A325X 2.250 A325X 1.500 A325X 1.500 A325X 2.250 A325X 1.500	N/A 0.250 N/A 0.250 N/A 0.250	36.4 343.5 162.8 12.3 36.4 343.5 169.6 11.3 36.4 343.5 176.4 10.5	378.5 45.6 378.5 45.6 378.5 45.6	765.3T N/A 15.2S 19.5 765.3T N/A 15.2S 19.5 765.3T N/A 15.2S 19.5	N/A 21.8 N/A 21.8 N/A 21.8
3 3 3 3 3 2	Leg Diag Leg	A500 gr.CS A529 gr.50 A500 gr.CS		1.500 0.625 1.500	A325X 2.250 A325X 1.125 A325X 2.250	N/A 0.250 N/A	41.2 386.3 158.8 15.1 41.2 386.3	437.4 54.8 437.4	765.3T N/A 30.4S 34.1 765.3T N/A	N/A 31.1 N/A

Page M 1



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TSTower - v 5.8.3 Tower Analysis Program (c) 1997-2019 TowerSoft www.TSTower.com

A500 gr.CS Tension 6 A529 gr.50 Bolted 2 A529 gr.50 Bolted 2 A529 gr.50 Bolted 1 A529 gr.50 Bolted 1 A529 gr.50 Bolted 1 A500 gr.CS Tension 6 A529 gr.50 Bolted 2 A529 gr.50 Bolted 1 A529 gr.50 Bolted 1 A529 gr.50 Bolted 1 A529 gr.50 Bolted 1

A500 gr.CS Tension 6



437.4

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34.6

34.6

437.4

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54.8

34.6 34.6 27.7

Dendunto Licensed to: ROHN Products LLC Peoria, IL

N/A

34.2

35.7

17.6

17.6

14.1

N/A

34.2

35.7

17.6

17.6

14.1

765.3T N/A 30.4S 34.1 30.4S 34.1

765.3T N/A

30.45 34.1

30.45 34.1 15.25 14.7 15.25 14.7

15.2S

15.2S

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34.1

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14.7

Cor Pro	ject	t: 22971 : 230' R		t							LEASANT VIEW-	КY
3 3 3	2 1 1	Diāg Leg Diag	A529 gr.50 Bolted A500 gr.CS Tension A529 gr.S0 Bolted	6	0.625 1.500 0.625	A325X 1.125 A325X 2.250 A325X 1.125	0.250 N/A 0.250	166.7 41.2 174.7	386.3	54.8 437.4 54.8	30.45 34.1 765.3T N/A 30.45 34.1	31.1 N/A 31.1
2 2 2 2 2 2		Leg Diag Leg Diag Leg Diag	A500 gr.:CS Tension A529 gr.,50 Bolted A500 gr.CS Tension A529 gr.50 Bolted A500 gr.CS Tension A529 gr.50 Bolted	2 6 2 6	1.500 0.625 1.500 0.625 1.500 0.625	A325X 2:250 A325X 1:125 A325X 2:250 A325X 1:125 A325X 1:125 A325X 2:250 A325X 1:125	N/A 0.250 N/A 0.250 N/A 0.250	161.5 41.2 168.5	386.3 15.4 386.3	437.4 63.9 437.4 63.9 437.4 63.9	765.3T N/A 30.4S 34.1 765.3T N/A 30.4S 34.1 765.3T N/A 30.4S 34.1	N/A 34.1 N/A 34.1 N/A 34.1

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A325X 1:125 A325X 1:125

A325X 1.500

A325X 1,500 A325X 1,500 A325X 2,250

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178.6 13.7 174.3 12.6

128.0 15.0

192.8 6.6

308.1 2.1

30.9 407.8 185.3 12.8

185.0 11.1

138.1 12.9 199.2 6.2

332.6 1.8

Page M 2



File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM

Section N: LEG REACTION DATA Load Combination Max Envelope Wind Direction Maximum Force-Y Force-Y Shear-X Shear-Z Max Shear Download Uplift

(Kips)	(Kips)	(Kips)	(Kips)	(Kips)	
395.23	335.11			43.13	



Deadwate Licensed to: ROHN Products LLC Peoria, IL

Revision: 0 Site: HV1363 PLEASANT VIEW- KY Engineer: RCS

,



File: W:\Jobs\2019\229719\229719.out Contract: 229719 Project: 230' RT TOWER Date and Time: 4/5/2019 9:57:00 AM



Licensed to: ROHN Products LLC Peoria, IL

Revision: O Site: HV1363 PLEASANT VIEW- KY Engineer: RCS

Section O: T	OWER FOUNDATION	DAT	А
Load Combinati	lon	Max	Envelope
Wind Directior	1 E	4axim	um

Axial Load (Kips)	Shear Load-X (Kips)	Shear Load-Z (Kíps)	Total Shear (Kips)	Moment-X (Kipsft)	Moment-Y	Moment-Z (Kipsft)	Total Moment (Kipsft)
57.26	34.72	-59,84	69.19		9.73	-4696.51	9341.02
57.26	34.72	-59,84	69.19		9.73	-4696.51	9341.02

Customer: HORVATH COMMUNICATIONS Project: 230' RT TOWER Site: HV1363 PLEASANT VIEW- KY Engr. File: 229719 Build Code: ANSI/TIA-222-G-2005



# **Mat Foundation**

ver.2.2.14

## **Design Parameters**

	Load Case									
Description	1	2	3	4	5	Service				
Total Moment, ft-kips	9,339.73	9,341.02	1,370.56	497.64	495.56	3,221.21				
Total Shear, kips	69.18	69.19	9.24	2.85	2.85	23.49				
Total Tower Wt, kips	76.34	57.26	211.47	73.25	54.94	64.11				
Max. Uplift, kips	328.80	335.11	.00	.00	1.21	101.08				
Shear, kips	37.57	38.04	38.04	11.94	.39	11.94				
Max Download, kips	395.23	388.93	124.75	44.12	37.93	148.91				
Shear	43.13	42.66	10.89	3.69	3.21	15.74				
Soil L.F.	1.20	0.90	1.20	1.20	0.90	1.00				
Concrete L.F.	1.20	0.90	1.20	1.20	0.90	1.00				

Foundation	
Ht. AGL, ft	0.50
Depth, ft.	6.00
Tower	
Face Width, ft	29.16
Offset, in	× 54.00
Soil	N/A
Blow Count	N/A
Inplace Unit Wt, pcf	110.00
Submerged Unit Wt, pcf	60.00
Friction Angle, $\phi$ , deg.	30.00
Cohesion, ksf	N/A
Uplift Angle, deg.	30.00
Water Depth, ft	None
Ult Bearing Capacity, ksf	12.00

Mat	
Thickness, ft	2.00
Width, ft	36.00
EA, in	12.00
Batter, in/ft	0.00

			the second se		
	N/A	Anchor Bolts		Pocket	
	N/A	Diameter, in	1.5000	Diameter, in	N/A
f	110.00	No.	6	Thickness, ft	N/A
t, pcf	60.00	Length, in	74.00	Provide and an advantage of the second state	
leg.	30.00	Bolt Circle, in	20.00		
	N/A	Projection, in	7.50		
	30.00	Concrete		Rebar Fy	
	None	28 Day Strength, ksi	4.50	Vertical, ksi	60.00
		Dry Unit Wt, pcf	150.00	Circular, ksi	60.00
ty, ksf	12.00	Wet Unit Wt, pcf	88.00	Horizontal, ksi	60.00
1-	AlloWAB	E BEARING	PRESSU	re = 6,000	psf.

Pier	
Height, ft	4.50
Diameter, ft	4.00
No. Piers	3
Shape	Round

Pocket	
Diameter, in	N/A
Thickness, ft	N/A

Rebar Fy	
Vertical, ksi	60.00
Circular, ksi	60.00
Horizontal, ksi	60.00

## Results

15,754.19	ft-kips	
17,348.45	ft-kips	
0.640		1
243.70	kips	
0.284		1
	17,348.45 0.640 243.70	243.70 kips

Final Mat Dimension : 36.00 x 36.00 x 2.00 ft. thick w/ (3) 4.00 ft. Dia. Piers 🖌

Final Pocket Dimension : Pockets not required

Total Volume of Concrete : 102.3 yd<sup>3</sup>

Designed By: RCS Date: 05 Apr, 19 @ 10:17 AM

Checked By: Date:

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Customer: HORVATH COMMUNICATIONS Project: 230' RT TOWER Site: HV1363 PLEASANT VIEW- KY Engr. File: 229719 Build Code: ANSI/TIA-222-G-2005



# **Mat Foundation**

ver.2.2.14

## **OTM Capacity**

Controlling Load Case: 2 [Wind w/Min. Dead Load] Foundation Width = 36.00 ft  $M_U = 10,088.3$  ft-kips

	φM <sub>N</sub> , ft-kips	x, ft	N	$\sigma_{ur}$
Parallel	15,754.2	3.600	0.100	9.84
Diagonal	17,348.5	11.384	0.224	9.84

 $\phi M_N = 15,754.19$  ft-kips  $\phi V_N = 243.70$  kips IRatio = 0.640 IRatio = 0.284

## Mat Design

 $\gamma_{e} = 123.33 \text{ pcf}$ 

					Moment, f	t-kips/ft	Shear, kips/ft		
Exterior Slab	x, ft	N	$\sigma_R$ , ksf	P <sub>s</sub> kips	P <sub>su</sub> kips	DownLoad Side	Uplift Side	Download Side	Uplift Side
Parallel	14.918	0.414	1.76	28.36	0.00	7.37	8.76	4.02	4.02
Diagonal	22.373	0.439	1.89	28.36	0.00	53.74	44.89	11.82	9.28

	Moment, ft-	-kips/ft		Shear, kips/f	t
Interior Slab	DownLoad Side	Uplift Side	Download Side	Uplift Side	Soil Pressure Termination
	40.65	38.25	6.49	5.63	6.07

Punching Shear		Download			Uplift			
	Interior	Edge	Corner	Interior	Edge	Corner	Description	
b <sub>o</sub> , ft	20.51	17.10	13.63	17.85	15.77	12.97		
Vsu, psi	96.17	122.83	162.80	91.41	109.87	142.62	2.11/ 01	
φVc, psi	228.08	228.08	228.08	228.08	228.08	228.08	2-Way Shear	
IR	0.42	0.54	0.71 -	0.40	0.48	0.63 -		
Mut, ft-kips		116.5			102.7		M	
B <sub>e</sub> , ft	8.4				8.0		Moment transfer to	
M <sub>u</sub> , ft-kips/ft		13.8			12.8	slab		
	E	dge Distance	s: $a = 5.66$ ft.	b = 3.42 f	t. $c = 5.0$	)8 ft.		

Summary	Max. Value	Utilization	n Mat Reinforcement	
Slab Moment, ft-kips/ft	53.74	0.842	Min. Steel Area (Strength)	.528 in <sup>2</sup> /ft.
Slab Shear, kips/ft	11.82	0.455	Min. Steel Area (Temperature)	.259 in <sup>2</sup> /ft.
Punching Shear, psi	162.80	0.714	Steel Strain Actual	0.025
Soil Bearing Required, $\sigma_{UR}$ , ksf	2.52	0.210	Minimum Steel Strain Required	0.005

38 - #7 Horizontal bars equally spaced @11.51 in., each way, top and bottom, total of 152,  $A_s = 0.635 \text{ in}^2/\text{ft}$ 

Designed By: RCS Date: 05 Apr,19 @ 10:17 AM

Checked By: Date:

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Customer: HORVATH COMMUNICATIONS Project: 230' RT TOWER Site: HV1363 PLEASANT VIEW- KY Engr. File: 229719 Build Code: ANSI/TIA-222-G-2005



ver.2.2.14

# **Mat Foundation**

## **Pier Design**

Controlling Load Case: 2 [Wind w/Min. Dead Load]

C = 388.93 kips		Vc = 42.66 kips	Mc = 191.97 ft-kips
T = 335.11 kips		Vt = 38.04  kips	Mt = 171.18  ft-kips
Fy = 60.00  ksi		Fyt = 60.00  ksi	L.F. = 1.00
H = 48.00 in.	1	Ds = 39.00 in.	F'c = 4.50  ksi
U = 1.00	-	Irs = Round	
		*** NOTE: Pier cross section	is Round ***

## SUMMARY OF ANALYSIS

Minimum area of steel required	$= 11.000 \text{ in}^2$	(Rhomin = 0.0061)
Area of steel provided.	$= 12.566 \text{ in}^2$	(Rhoactual = 0.0069)
Maximum steel area limit	$= 144.765 \text{ in}^2$	(Rhomax = 0.0800)

(16) #8 Vertical Bars equally spaced w/ #4 Circular Ties @ 6" on center.

## CIRCULAR TIE DATA

Vu < 0.85\*Vc/2, shear reinforcement is not required

Use maximum tie spacing specified in ACI 318, Section 7.10.5 for compression reinforcement.

## DEVELOPMENT LENGTH MODIFIERS FOR BAR DEVELOPMENT

Modifier for tension development = 1.000 Modifier for compression development = 0.163 REQUIRED Ld = MODIFIER \* BASIC Ld \* ACI 318 MODIFIERS, (12 in. min.)

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Mail Processing Center Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Group 10101 Hillwood Parkway Fort Worth, TX 76177

Issued Date: 03/04/2019

Shauna Adair Horvath Towers V 312 W Colfax Ave. South Bend, IN 46601

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

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

Structure:	Antenna Tower HV1363 Pleasant View
Location:	Williamsburg, KY
Latitude:	36-40-57.18N NAD 83
Longitude:	84-07-37.74W
Heights:	988 feet site elevation (SE)
	240 feet above ground level (AGL)
	1228 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

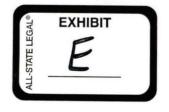
Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the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

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

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

This determination expires on 09/04/2020 unless:

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



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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-1191-OE.

Signature Control No: 394834387-398674372 Angelique Eersteling Technician (DNE)

Attachment(s) Frequency Data Map(s)

cc: FCC

:

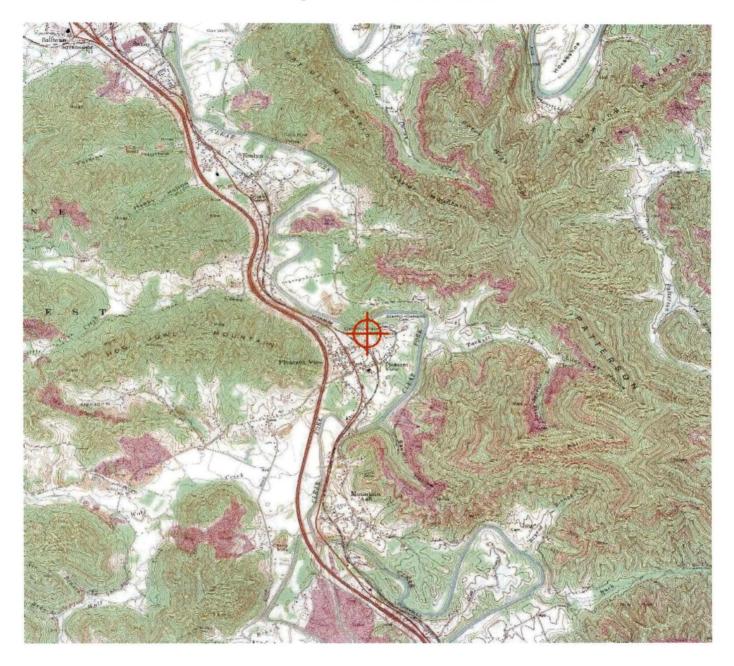
## Frequency Data for ASN 2019-ASO-1191-OE

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





March 7, 2019

Kentucky Airport Zoning Commission 421 Buttermilk Pike Covington, KY 41017 RE: Application for Permit to Construct or Alter a Structure HV1363 Pleasant View

To Whom It May Concern:

Enclosed is the Application for Permit to Construct or Alter a Structure and all required documents. If you should have any questions, please contact Shauna Adair at 574.237.0464 or sadair@horvathcommunications.com.

Sincerely,

Shauna Adair

Shauna Adair **Regulatory & Compliance Manager** 

EXHIBIT



## KENTUCKY TRANSPORTATION CABINET

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

KENTUCKY	AIRPORT	ZONING	COMMISSION
----------	---------	--------	------------

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE						
APPLICANT (name)		PHONE	FAX	KY AERONAUTICAL STUDY #		
Horvath Towers V, LLC	;	574.237.0464	574.217.4357	2019-ASO-1191-OE		
ADDRESS (street)		CITY		STATE ZIP		
312 W Colfax Ave.		South Bend		IN	46550	
APPLICANT'S REPRESEN	TATIVE (name)		FAX			
Shauna Adair		574.237.0464 574.217.4357				
ADDRESS (street)				STATE	ZIP	
312 W Colfax Ave.				46550		
	New Construct				10000	
DURATION Perma	-	porary (months	days )	Start End		
TYPE Crane	Building	1 1 1	G/LIGHTING PREFER			
X Antenna Tower	Journaling		nt White- medi		/hite- high intensity	
	ter Tank		lium intensity white		-	
		Other	num intensity white		gri intensity write	
				DATUM X NADA	83 NAD27	
36 ° 40 ′ 57 . 18	" N		. 74 ″ W	Other		
NEAREST KENTUCKY	IN		Y PUBLIC USE OR MI			
City WilliamsburgCounty Whitley				LITARTAIRPORT		
	faat	Williamsburg-Whitley			a manutical study #	
SITE ELEVATION (AMSL,	Jeel)	TOTAL STRUCTURE HEIGHT (AGL, feet) CURRENT (FAA aeronautical study		onautical study #)		
988 ft.	1	240 ft.	(+)	2019-ASO-1191-OE		
OVERALL HEIGHT (site en	levation plus tot	al structure neight, j	reet)	PREVIOUS (FAA aer	ronautical stuay #)	
1228 ft.	K	A 4:1:4				
DISTANCE (from nearest	кептиску рибно	c use or Military airp	ort to structure)	PREVIOUS (KY aero	nautical stuay #)	
12.3 miles	+ K+					
DIRECTION (from neares	st кепtиску риbi	ic use or Millitary air	port to structure)			
Southeast					with the energies site	
DESCRIPTION OF LOCAT		55 7.5 minute quaar	angle map or an airp	ort layout arawing v	with the precise site	
marked and any certified	a survey.)					
see attached map DESCRIPTION OF PROPC						
to be avoid investigation manual to		d public cofety entities				
Telecommunications struct	ure for wireless an	a public salety entities				
FAA Form 7460-1 (Has th	-	instruction or Altera	tion" been filed with	the Federal Aviation	Administration?)	
No × Yes, when?				1. 1		
<b>CERTIFICATION</b> (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of						
my knowledge and belief.)						
PENALITIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or						
imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)						
	TITLE	SIGNATURE	1.	DATE		
Shauna Adair	Regulatory & Compliance Ma	inager Shauna K	dair	3/7/2019		
COMMISSION ACTION		Chairperson	, KAZC			
COMMISSION ACTION		Administrat	or, KAZC			
Approved	SIGNATURE			DATE		
Disapproved						



Mail Processing Center Federal Aviation Administration Southwest Regional Office Obstruction Evaluation Group 10101 Hillwood Parkway Fort Worth, TX 76177 Aeronautical Study No. 2019-ASO-1191-OE

Issued Date: 03/04/2019

Shauna Adair Horvath Towers V 312 W Colfax Ave. South Bend, IN 46601

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

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

Structure:	Antenna Tower HV1363 Pleasant View
Location:	Williamsburg, KY
Latitude:	36-40-57.18N NAD 83
Longitude:	84-07-37.74W
Heights:	988 feet site elevation (SE)
	240 feet above ground level (AGL)
	1228 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

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

\_\_\_\_ At least 10 days prior to start of construction (7460-2, Part 1)

X Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 09/04/2020 unless:

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

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-1191-OE.

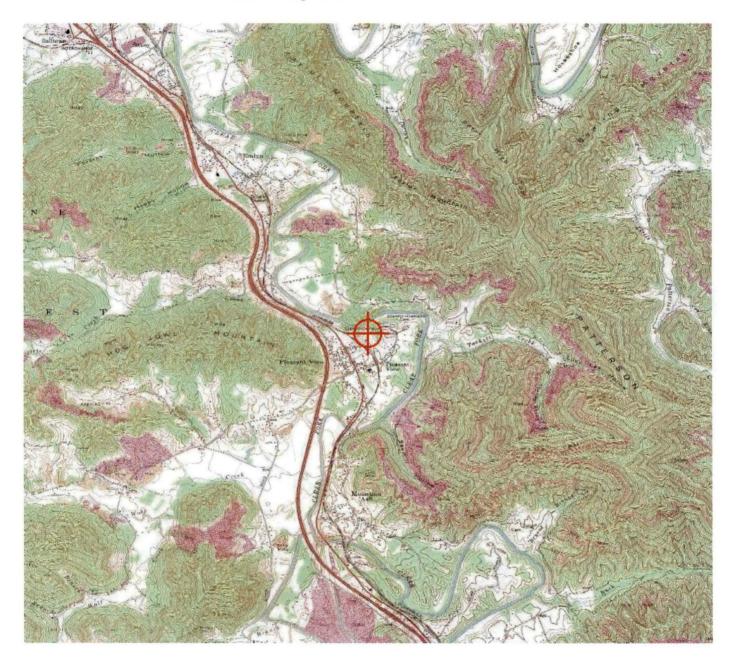
**Signature Control No: 394834387-398674372** Angelique Eersteling Technician (DNE)

Attachment(s) Frequency Data Map(s)

cc: FCC

## Frequency Data for ASN 2019-ASO-1191-OE

FREQUENCYFREQUENCYUNITERPUNIT67GHz55dBW	
6 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	



Date: April 2, 2019

POD Job Number: 19-33857

## GEOTECHNICALREPORT

## **PLEASANT VIEW**

## (HV1363)

## 36° 40' 57.18" N 84° 07' 37.74" W

195 Train View Lane Williamsburg, KY 40769

Prepared For:



Prepared By:



11490 Bluegrass Parkway | Louisville, Kentucky 40299 | 502.437.5252 POWER OF DESIGN GROUP, LLC

AL®	EXHIBIT	
ALL-STATE LEGAL®	G	
-STAT	9	
ALL		



April 2, 2019

Ms. Shauna Adair Horvath Communications 312 W Colfax Ave South Bend, IN 46601

 Re: Geotechnical Report – PROPOSED 230' SELF-SUPPORT TOWER w/ 10' LIGHTNING ARRESTOR Site Name: PLEASANT VIEW (HV1363)
 Site Address: 195 Train View Lane, Williamsburg, Whitley County, Kentucky Coordinates: N36° 40' 57.18", W84° 07' 37.74"
 POD Project No. 19-33857

Dear Ms. Adair:

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,

Max Patter

Mark Patterson, P.E. Project Engineer License No.: KY 16300

Copies submitted:

(3) Ms. Shauna Adair



Geotechnica	al Report PLEASANT VIEW April 2, 2019
LETTER OF	TRANSMITTAL
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## **APPENDIX**

BORING LOCATION PLAN BORING LOGS SOIL SAMPLE CLASSIFICATION

PLEASANT VIEW April 2, 2019

## Geotechnical Report PROPOSED 230' SELF-SUPPORT TOWER w/ 10' LIGHTNING ARRESTOR Site Name: PLEASANT VIEW (HV1363) 195 Train View Lane, Williamsburg, Whitley County, Kentucky N36° 40' 57.18", W84° 07' 37.74"

#### 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

Horvath Communications is proposing to construct a self-support tower and either an equipment shelter, slab or platform at N36° 40' 57.18", W84° 07' 37.74", 195 Train View Lane, Williamsburg, Whitley County, Kentucky. The site is located in a farm field behind a residence and a railroad track on the east side of the town of Pleasant View. The proposed lease area will be 10,000 square feet and will be accessed by a new access road from East Church Road northeast to the site. The proposed elevation at the tower location is about EL 988 and there is about 20 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 boring is discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the Middle Pennsylvanian age Pikeville Formation. The formation is made up of mixed clastics of siltstone, sandstone, shale coal and underclay and is non-karst. Underground mining is prevalent in this area. A passing review of the Kentucky Mine Mapping Information System did not indicate a mine under the proposed tower location. A full study was not done, and we are in no way confirming this information.

The borings encountered between 3 and 7 inches of topsoil over silty clay at the existing ground surface. Below the topsoil/soil, the borings encountered highly weathered sandstone to auger refusal depths between 2.1 and 5.0 feet.

1

PLEASANT VIEW April 2, 2019

Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.,

The refusal material was cored in Boring 1 from 5 to 20 feet below the ground surface. Sandstone that was soft, weathered and black and dark brown was encountered. The recovery of the rock core was 68 percent and the RQD value was 17 percent. These values generally represent poor quality rock from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated the boring to be dry. 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 "B". 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 foundation.

2

PLEASANT VIEW April 2, 2019

#### 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	3-6	6 - 20
Ultimate Bearing Pressure (psf)		16,600	27,650
C Undrained Shear Strength, psf	500	3,000	5,000
Ø Angle of Internal Friction degrees	0	0	0
Total Unit Weight, pcf	110	135	135
Soil Modulus Parameter k, pci	30	1000	1000
Passive Soil Pressure,		2,000 +	3,350 +
psf/one foot of depth		45(D-3)	45(D-6)
Side Friction, psf	100	1200	2000

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.

## 4.1.2. Mat Foundation

The tower could be supported on a common mat foundation bearing on the highly weathered sandstone at least 4 feet in depth can be designed using a net allowable bearing pressure of 6,000 pounds per square foot may be used. This

## PLEASANT VIEW April 2, 2019

value may be increased by 30 percent for the maximum edge pressure under transient loads. The friction value can be increased to 0.40 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.

The mat must to found on either soil or bedrock but not both. Soil pockets can be removed and replaced with KY #57 feet if a foundation on rock is chosen.

## 4.2. Equipment Platform

An equipment platform may be supported on shallow piers bearing in the sandstone bedrock and designed for a net allowable soil pressure of 3,000 pounds per square foot. The piers should bear at a depth of at least 24 inches to minimize the effects of frost action. All existing soil should be removed beneath footings and footings should only bear on rock.

#### 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 sandstone and designed for a net allowable soil pressure of 3,000 pounds per square foot.

The footings should be at least ten inches wide. If the footings bear on soil, they should bear at a depth of at least 24 inches to minimize the effects of frost action. All soil should be removed beneath footings which should only bear on rock.

4

PLEASANT VIEW April 2, 2019

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. 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. While groundwater was not encountered during the soil drilling, some significant seepage may be encountered. The drilled pier contractor should have pumps on hand to remove 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.

PLEASANT VIEW April 2, 2019

- 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. Therefore, no special provisions regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be pumped with sumps.

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 termie method.

**Geotechnical Report** 

PLEASANT VIEW April 2, 2019

#### 6 FIELD INVESTIGATION

Three soil test boring were 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 encountered auger refusal from about 3.3 to 4.3 feet. A rock core of the refusal material was taken in Boring 1 from 4.3 to 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 logs are 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 logs 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.

7

# APPENDIX

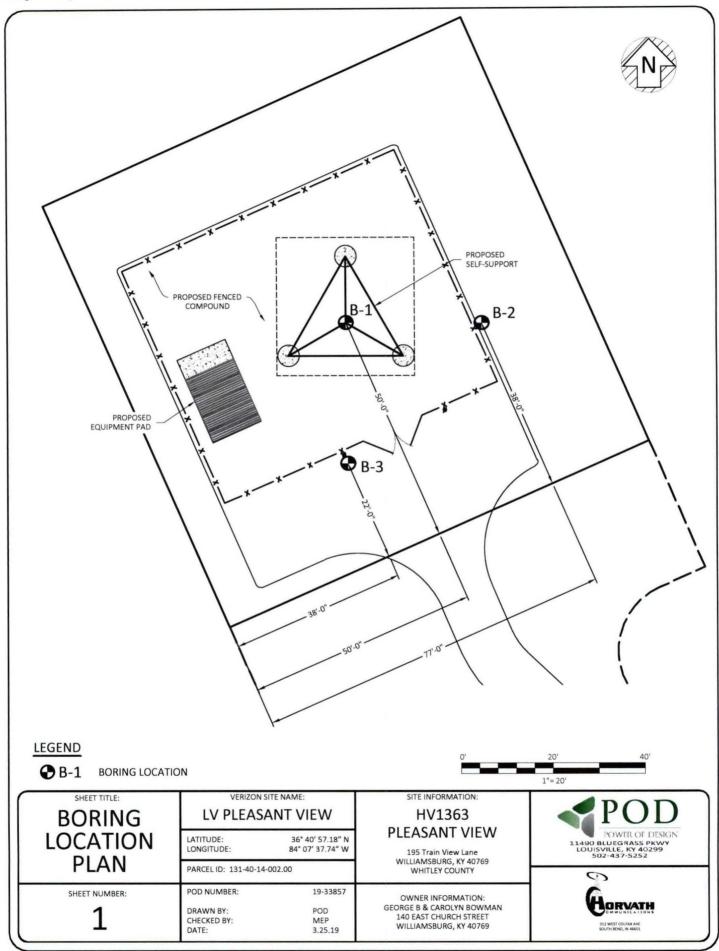
BORING LOCATION PLAN BORING LOGS SOIL SAMPLE CLASSIFICATION

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Boring: B-1

Page 1 of 1

				ER OF DEDIO												
	Proj	ect:	Pleasa	nt View						City,	Stat	e	v	/illiams	burg, K	Y
Metho	d:		H.S.A.	Boring Date:			22-Mar	-19		Locatio	on: Pi	oposed	Tower			
nside D	Diame	ter: 3 1	./4"	Drill Rig Type	:			D	50	Hamm	ner Ty	pe: Au	to			
Ground	dwate	er: DRY	,							Weath						
Driller:	CSI	Drilling	, LLC		Note: Ab	out	7 inches	of to	psoil was enco	ountered	at the	ground	surface			
	From (ft)	To (ft)	Mate	rial Description			Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive
	0.6	5.0	SILTY CLAY (CL)	- soft, orange brow	wn with		0-1.5	SS	2, 2, 2	10	4,			23%		3.6
			tra	ce sandstone			1.5-3	SS	50,	4	50,			24%		4.0
		4.0	- highly weather	ed sandstone			4-5.5	SS	50,	2	50,			18%		
	5.0	15.0		soft, weathered, o	orange			33	50,		50,			1070		
	5.0	19.0		clay seams, fine gra												
							5 - 15	RC		124		17%				
		15.0	- moderately ha	rd seams												
			Boring Te	erminated at 20 fee	et											

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	A5935-F79C-4FF8-850E-9E2F4416B87		Bor	ing Log	Boring: B-2 Page 1 of 1
Project:	Pleasant View			City, State	Williamsburg, KY
Method: H.S	S.A. Boring Date:	22-Mar-19		Location: Propose	d Tower
nside Diameter: 3 1/4	Drill Rig Type:	D	- 50	Hammer Type: A	uto
Groundwater: DRY	Notes A	About 2 inches of	tonsoil was on	Weather: countered at the grou	and surface
Driller: CSI Drilling, I				T T T	· · · · · ·
From To (ft) (ft)	Material Description	Sample Depth (ft) Sample Type	Blows per 6-inch increment	Recovery (in) SPT-N value Rock Quality (RQD,%)	
0.4 2.1	SILTY CLAY (CL) - brown with trace sandstone	0-1.5 SS	2, 2, 50	6 52,	22% 3.6
	Auger Refusal at 2.1 feet				

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	POWER OF DESIGN		Bor	ing Log	Boring: B-3 Page 1 of 1
Project:	Pleasant View			City, State	Williamsburg, KY
Method: H.S.	S.A. Boring Date:	22-Mar-19		Location: Proposed	d Tower
nside Diameter: 3 1/4"	Drill Rig Type:	D	- 50	Hammer Type: Au	uto
Groundwater: DRY	IC Notes 4	hout 2 inches of		Weather: countered at the grou	nd surface.
Driller: CSI Drilling, LL			topson was en	T T	· · · · · · · · · · · · · · · · · · ·
From To (ft) (ft)	Material Description	Sample Depth (ft) Sample Type	Blows per 6-inch increment	Recovery (in) SPT-N value Rock Quality (RQD,%)	Atterberg Limits Moisture Content (%) % Fines (clay & silt) Unconfined Compressive
0.4 2.8 SIL	LTY CLAY (CL) - medium stiff, orange brown with trace sandstone	0-1.5 <u>SS</u>	2, 3, 6	8 9,	26% 3.2
	Auger Refusal at 2.8 feet	1.5-3 SS	2, 50,	50,	14% 3.8

	FINE	AND COA	RSE GRAINED	SOIL INFOR	MATION	
COARSE GRAINED SOILS (SANDS & GRAVELS)			NE GRAINED SO (SILTS & CLAYS		PART	
N	Relative Density	N	Consistency	Qu, KSF Estimated	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	
31-50 Over 50	Dense Very Dense	16-30 Over 31	Very Stiff Hard	4-8 8+	Fine Sand Silts & Clays	0.075 mm to 0.425 mm Less than 0.075 mm
ain relative densit ) lb. hammer fallin	ity and consistency information	<ul> <li>A standar n either be o d together a</li> </ul>	rd 1.4-inch I.D./2-i f a trip, free-fall de nd designate the N	nch O.D. split- sign, or actua I-value defined	barrel sampler is ted by a rope and	pple for examination and testing and driven three 6-inch increments with cathead. The blow counts required les.
			ROCK PROPER	RTIES		
ROCK	QUALITY DESIGNATION (RQI	D)			ROCK HARI	
Percent RQD	Quality		Very Hard:		e broken by heavy	
0-25	Very Poor		Hard:	moderate ha	ammer blows.	umb pressure, but can be broken by
25-50	Poor		Moderately Hard:			off along sharp edges by considerabl broken with light hammer blows.
50-75	Fair		Soft:			very easily with thumb pressure at
75-90	Good			sharp edges	and crumbles wi	th firm hand pressure.
90-100	Excellent		Very Soft:	Rock disinten hard to very		compresses when touched; can be
covery =	Length of Rock Core Recor Length of Core Run	vered		REC	Core Diameter BQ NO	1-7/16
			NC 43			
	Length of Core Run n of 4 in. and longer Rock Piece Length of Core Run	es Recovere	۵۵ ۸۵ 43 <u>43</u> SYMBOLS	RQD	BQ NQ HQ	1-7/16 1-7/8 2-1/2
	Length of Core Run	es Recovere	۵۵ ۸۵ 43 <u>43</u> SYMBOLS	RQD	BQ NQ HQ	1-7/16 1-7/8
	Length of Core Run n of 4 in. and longer Rock Piece Length of Core Run	es Recovere	۵۵ ۸۵ 43 <u>43</u> SYMBOLS	RQD	BQ NQ HQ N: S	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS
RQD = <u>Sum</u>	Length of Core Run n of 4 in. and longer Rock Piece Length of Core Run KEY TO MATE	es Recovere	symbols symbols	RQD	BQ NQ HQ N: S M: M	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS tandard Penetration, BPF
RQD = <u>Sum</u> Group Symbols	Length of Core Run n of 4 in. and longer Rock Piece Length of Core Run KEY TO MATE SOILS Typical Names	RIAL TYPE	SYMBOLS Symbols Symbols Symbols	RQD	BQ NQ HQ N: S M: M LL: L	1-7/16 1-7/8 2-1/2 SOIL PROPERTY SYMBOLS tandard Penetration, BPF loisture Content, %
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# DIRECTIONS TO CELL TOWER SITE

Directions prepared by:

Jacob C. Walbourn McBrayer PLLC 201 East Main Street, Suite 900 Lexington, Kentucky 40507 (859) 231-8780

From the Whitley County Courthouse (200 Main Street, Williamsburg, Kentucky 40769):

- 1. Travel southwest on Main Street for 135 feet
- 2. Turn left on South Third Street and travel 282 feet
- 3. Turn left on Cumberland Avenue and travel 0.2 miles
- 4. Turn right onto US-25 South/Cumberland Falls Highway and travel 5.3 miles
- 5. Turn left on East Church Street and travel 0.2 miles
- 6. The site is on the left just beyond the train tracks.

GAL®	EXHIBIT
ALL-STATE LEGAL®	Lb
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GENERAL WARRANTY DEED THAN \$67.00 THIS DEED OF CONVEYANCE made and entered into this 9th đav September , 1997, by and between of

WILLIAM MELVIN CRIDER and his wife, TAMMY LYNN CRIDER, with an address of 140 Bast Church Street, Williamsburg, Kentucky 40769, parties of the first part, (hereinafter called "Grantors"); and,

GEORGE B. BOWMAN and his wife, CAROLYN BOWMAN, with an address of 195 Shelby Hurst Lane, Williamsburg, Kentucky 40769, parties of the second part, (hereinafter called "Grantees");

WITNESSETH: That the Grantors, for and in consideration of the sum of SIXTY SEVEN THOUSAND DOLLARS (\$67,000.00), the receipt of which is hereby acknowledged, do hereby bargain, sell, grant and convey unto the Grantees, for and during their joint lives as tenants in common, with the remainder in fee simple to the survivor of them, their heirs and assigns forever, the following described real property located in Whitley County, Kentucky to wit:

Lying on the waters of the Clear Fork of the Cumberland River, on the east side and adjacent to the CSX Railroad, at Pleasant View, Whitley County, Kentucky and being the same land conveyed to William Melvin Crider and wife. Tammy Lynn Crider from Johnny Gibson, et al (sole heirs at-Jaw of Flara Booth) by deed dated 4-11-94, recorded in deed book 370, page 609 in the Whitley County Court Clerk's Office and more particularly described as follows: FIRST TRACT:

BEGINNING on R. C. Davidson's corner thence down rather South with a conditional line to a corner of Davidson's conditional line to a corner of Davidson in line of R. Bird's grave lot; Thence Easl with R. Bird's grave lot to line 52 feet more or less to a stone corner; thence South with line of grave lot to a corner in the line of the L & N RR Co. right of way: thence Southeast course with L & N RR Co. right of way; Thence Southeast course with L & N RR Co. right of way to corner of S. Booth's of the branch; thence running in a north direction with meanders of said branch to the river, a conditional line Sam Booth's and Geo. Booth; thence down the river to the BEGINNING. SECOND TRACT.

BEGINNING on a stone, a corner of T. C. Lay's and in a line of Starlin Stanfill and with his line N 20 W 177 feet to a stake, on river bank, thence down the river S 55 W 227 feet to a stake; thence S 64 W 377 feet to the mouth of a branch; thence up the branch S 30 E 175 feet S.1 W 159 feet to a water birch, corner of S. Booth lot, and with the same 89 E 164 feet to a stake; S 66 E 220 feet to a stake; thence S 29 E 234 feet corner of Sherman Castle; thence S 24 E 450 feet to a stone; thence 65 E 285 feet to the BEGINNING.

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THIRD TRACT: BEGINNING on a stone, the S. E. corner of the lot that said S. Booth now lives on and in the line of G. S. Castle's lot, and thence with same, N 56 E 152 feet to a stone in said Calife and Booth's corner; thence, leaving said Castle's lot N 31 1/2 W 217 feet to a stone; thence N 66 W 221 feet to a stone, a corner of the aforesaid S. Booth's lot; thence with same S 28 E 400 feet to the

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#### BEGINNING. FOURTH TRACT:

BEGINNING on east corner of Sherman Castle's lot; thence N 60 1/2 E 202 left to a stake in S. Stanfill's line and with same N 30 W 259 feet to a stake, thence N 20 W 563 feet to a stone, S. Booth's corner, and with his line S 85 W 285 feet to a stone: thence S 25 E 450 feet to a corner of Sherman Castle's lot and with the same S 34 E 394 feet to the BEGINNING, containing 5 acres, more or less.

FIFTH TRACT:

BEGINNING at the N. E. corner of said lot and in a line of the L& N RR right of way, thence with said RR right of way N 44 W 300 feet to a stake thence leaving said RR and running with D. H. Webb's lot, S 33 1/2 E 286 feet to Depot Street; thence with said street N 66 E 54 feet to the BEGINNING, containing 1/4 acre more or less.

SIXTH TRACT:

BEGINNING at a stone on Southwest of Highland drain, and agreed corner; thence N 89 W 154 feet to a water birch, in H. Booth line, thence with said H. Booth line S 158 feet to a stone, thence S 18 E 120 feet to L & N RR co. right of way where H. Booth's line intersects said railroad land; thence with said L & N RR right of way S.E. 191 feet to a stake, corner in said line, thence N 56 E 167 feet to a stone at the BEGINNING, said tract containing 2 acres, more or less.

ALSO CONVEYED HEREIN, a small tract, being a part of the land conveyed to William Melvin Crider and his wife, Tammy Lynn Crider from John Kevin Olson and his wife, Katherine Gaiser Olson by deed dated 5-23-98, record in deed book 386, page 413 in the Whitley County Court Clerk's Office and more particularly described as follows:

BEGINNING at a survey marker at a corner common to two separate tracts of land owned by William Melvin Crider and wife, Tammy Lynn Crider (d.b.370, g. 609 and d.b. 386, pg. 413); thence with the common boundary of said tracks N 66: 24' 38" E. 353.82 feet to a survey marker; Thence severing the southern tract (d.b. 386, pg. 413) S 64\* 38' 38" W. 312.34 feet to a survey marker near the base of a small holly tree; Thence still severing the said tract S 49 32' 57" W, 39.22 feet to a railroad spike in the southern edge of the driveway, said point lies at the eastern right of way of the CSX Railroad; Thence with the said right of way - crossing the said driveway N 34\* .37' 17" W. 21.40 feet to the POINT OF BEGINNING, containing 0.0487 acres.

TO HAVE AND TO HOLD all the above-described property, together with all the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantees, in fee simple to the survivor of them, their heirs and assigns forever, with covenant of General Warranty of title.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands on this date which is first above written.

Jillion Mel WILLIAM MELVIN CRIDER, GRANTOR

LYNN CRIDER, GRANTOR

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#### CONSIDERATION CERTIFICATE

We, the undersigned, being duly sworn, hereby certify that the consideration stated above is the true and correct consideration paid for the property conveyed herein.

GRANTORS:

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GRANTEES:

Chides William MA

GEORGE B. BOWMAN

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TANNY LYN Chider Carolyn Bouman

STATE OF KENTUCKY

COUNTY OF Whitley

The foregoing Deed and Consideration Certificate were acknowledged and sworn to before me this 9th day of September , 1997, by William Melvin Crider and Tammy Lynn Crider to be their own free act and deed and the free act and deed of each of them.

2/11/00 My commission will expire:

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STATE OF KENTUCKY

COUNTY OF Whitley

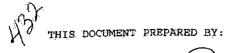
The foregoing Deed and Consideration Certificate were acknowledged and sworn to before me this 9th day of September \_\_\_\_\_, 1997, by George B. Bowman and Carolyn Bowman to be their own free act and deed and the free act and deed of each of them.

My commission will expire: \_\_\_\_\_2/11/00

Jewell Meller

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ATTORNEY AT LAW TIPTON & TIPTON 404 EAST CENTER STREET P.O. DRAWER 1284 CORBIN, KENTUCKY 40702 TELEPHONE: (606) 528-1166

STATE OF KENTUCKY COUNTY OF Whitey I. <u>TOM</u><u>ALAN</u>, clerk of the county court for the county and state aforessid certify that the foregoing deed was on this <u>lo</u> day of <u>eptenden</u>, 1997, lodged for record whereupon same with the foregoing and this certificate has been duly recorded in my office. Given under my hand this <u>le</u> day of <u>eptender</u>, 1997, <u>TOM</u><u>Arcus</u> CLERK <u>Shyllin</u><u>Archnes</u> D.C.

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Recorded in Deed Book 395, Page 429

# **GRANT OF ACCESS/UTILITY EASEMENT**

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THIS GRANT OF ACCESS/UTILITY ("Easement") is dated as of the 25<sup>th</sup> day of <u>Ehrucry</u>, 20] by Justin Hensley and his wife, Lisa Hensley, with a mailing address of 29 Train View Lane, Williamsburg, KY 40769 ("Grantors") and Horvath Towers V, LLC, a Delaware limited liability company, having an address of 312 West Colfax Ave., South Bend, Indiana 46601 ("Grantee").

WHEREAS, Grantors are the owners of certain real property in Whitley County, Kentucky, legally described in Exhibit "A", attached hereto and incorporates herein by reference (the "Property"); and

WHEREAS, Grantee intends to build and maintain a telecommunications facility on the adjacent property owned by George B. Bowman and his wife, Carolyn Bowman pursuant to a that certain Option and Lease Agreement dated (the "Lease"); and

WHEREAS, pursuant to the Lease, Grantee is the owner of a leasehold interest in certain real property legally described in Exhibit "B", attached hereto and incorporated herein by reference (the "Leased Premises") and as shown on Exhibit "C", attached hereto and incorporated herein by reference (the "Survey"); and

WHEREAS, Grantors have agreed to convey to Grantee an easement over, under and across the Property legally described in Exhibit "D", attached hereto and incorporated herein by reference (the "Easement Area").

WHEREAS, Grantee shall pay Grantors a one-time fee of Three Thousand Dollars (\$3,000.00) in exchange for the rights herein payable within twenty (20) days following the date Grantee commences construction of the access road. Grantee also agrees to pay an additional Five Hundred Dollars (\$500.00) to Grantors for attorney's fees for Grantors' attorney in revising the Easement herein and other legal work directly associated with this matter.

**NOW THEREFORE**, for and in consideration of the covenants contained herein, the parties agree as follows:

1. <u>Grant of Access/Utility Easement.</u> Grantors hereby grant to Grantee, its successors and assigns, a non-exclusive easement over, under and across

the Easement Area to allow Grantee entry at any time and from time to time for the purposes of ingress and egress and for constructing, maintaining, operating, repairing and replacing utility lines, cables and conduits to and from the Leased Premises.

- a. Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.
- b. Upon completion of construction on the Leased Premises, Grantee shall restore the Easement Area to substantially its pre-existing condition. Thereafter Grantee shall maintain the Easement Area throughout the term of this Easement and the Lease.
- 2. <u>No Permanent Structures.</u> Grantors hereby covenant for and on behalf of themselves, their heirs, successors or assigns, that they will not, either alone or together, construct or permit to be constructed, any building or any other permanent structure within the Easement Area, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Area which will prevent access to the Easement Area.
- 3. <u>Term.</u> The easement, with its associated rights and privileges herein granted, shall be for a term of ten (10) years with eight (8) additional five (5) year renewal terms, unless Grantee sooner terminates the Easement at its discretion by giving written notice to Grantors. In any event the Easement shall, without further action on the part of the Grantors or Grantee, terminate immediately upon the termination of the last renewal term of said Lease. Upon termination of this Easement for any reason, at Grantors' request, Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of Whitley County, Kentucky.
- 4. <u>Termination for Default.</u> Upon Grantee's default hereunder, Grantors may deliver to Grantee a written notice of default, stating with specificity the type of Grantee's default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantors may terminate this Easement effective immediately upon receipt by Grantee of Grantors' written notice of termination. Notwithstanding the foregoing, in the event of default by Grantee, Grantors shall be entitled to all other remedies available in law or in equity.

- 5. <u>Indemnification</u>. Grantee agrees to indemnify, defend and hold Grantors harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantors or their agent. Grantors agree to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Grantors or their agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or failure to act of Grantors or their agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or failure to act of Grantors or their agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or its agent.
- 6. <u>Insurance.</u> Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Upon the request of Grantors, Grantee will provide Grantors a certificate of insurance showing such coverage.
- 7. <u>Damage to Grantors' real estate</u>. Grantee shall be responsible for any and all damage to the Grantors' real estate caused by Grantee and/or its agents, assigns or successors during Grantee's use, or the use of Grantee's agents, assigns or successors, of the property subject to the Easement herein. Grantee shall repair said damage at its own cost and shall do so within thirty (30) days of the date that the damage was caused.
- 8. <u>Assignment.</u> Grantee may, at its discretion, assign and delegate all or any portion of its rights and liabilities under this Easement in connection with any assignment of the Lease or sublease or license all or a portion of the Leased Premises, without Grantors' consent. Upon any such assignment, Grantee shall be released from its obligations hereunder.
- 9. Dominant and Servient Tenements. This Easement is granted for the benefit of the Leased Premises, and is appurtenant to the Leased

Premises. The Leased Premises are the dominant tenement and the Easement Area is the servient tenement.

- 10.<u>Entire Agreement.</u> This Easement constitutes the entire agreement between Grantors and Grantee relating to the foregoing easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
- 11.<u>Binding Effect.</u> This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantors and Grantee.
- 12.<u>Amendments.</u> Any modification or other termination of this Easement shall become effective only upon the execution by Grantors and Grantee of a written instrument.
- 13.<u>Recording.</u> Grantors agree to execute a Memorandum of Easement, and any amended Memorandum of Easement reflecting any agreed to material modifications to this Easement, which Grantee may record in the appropriate office land records in Whitley County, Kentucky.
- 14.<u>Venue.</u> This Easement shall be governed by the laws of the state in which the property is located.
- 15.<u>Removal of Debris</u>. Grantee shall ensure that all debris caused by its construction activities is removed from the Grantors' property promptly after construction is completed.

IN WITNESS WHEREOF, this Grant of Access/Utility Easement has been executed and delivered as of the day and year first above written.

# [SIGNATURES ON FOLLOWING PAGE]

# **GRANTORS:**

Justin Hensley and his wife, Lisa Hensley

JUSTIN HENSLEY

sattens Var. LISA HENSLEY

**GRANTEE:** 

Horvath Towers V, LLC A Delaware Limited Liability Company

ERIN MOSKWINSKI, its VICE PRESIDENT

# Exhibit "A" The "Property"

PROPERTY ADDRESS: 242 East Church Street, Williamsburg, Whitley County, Kentucky 40769.

BEGINNING on a stone in the lane running parallel with lane; thence a southeast direction by the edge of the spring 260 feet to a stone in the fence line; thence a easterly course 180 feet to a poplar corner; thence a northwesterly course 260 feet to a stone corner where the lane makes a turn; thence a southwest course 200 feet to a stone at the BEGINNING.

ALSO HEREIN CONVEYED is a permanent, non-exclusive easement for the purpose of ingress and egress to the back portion of the property, not to exceed ten (10) feet in width, along the current driveway.

# Exhibit "B" The "Leased Premises"

#### PROPOSED LEASE AREA

#### 

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD B3, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JANUARY 9, 2019.

COMMENCING AT A FOUND PIPE WITH A STEEL CAP STAMPED "RLS 1960" AT THE BASE OF A 10" HOLLY TREE, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,412,068.7174 & E:5,397,145.6512, BEING THE COMMON CORNER TO THE PROPERTY CONVEYED TO GEORGE B, & CAROLYH BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002.00 AND CORNER TO THE PROPERTY CONVEYED TO LAVINNIA MIRACLE AS RECORDED IN DEED BOOK 440, PAGE 570; THENCE LEAVING SAID CORNER AND TRAVERSING THE LAND OF SAID BOWMAN, N14'09'36" E 414.85' TO A SET 1/2" REBAR CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE N23'49'56'W 100.00'TO A SET IPC; THENCE N6'10'04'E 100.00'TO A SET IPC, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,412,200.3966 & E:5,397,396.7188; THENCE 523'49'56''E 100.00'TO A SET IPC; THENCE 566'10'04''W 100.00'TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED JANUARY 9, 2019.

#### PROPOSED 30' ACCESS & UTILITY EASEMENT "A"

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED 30' ACCESS & UTILITY EASEMENT "A" TO BE GRANTED FROM THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JANUARY 9, 2019.

#### PROPOSED 30' ACCESS & UTILITY EASEMENT "B"

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED 30' ACCESS & UTILITY EASEMENT "B" TO BE GRANTED FROM THE PROPERTY CONVEYED TO JUSTIN & LISA HENSLEY AS RECORDED IN DEED BOOK 515, PAGE 549, PARCEL ID: 131-40-14-005.00D1, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZOME, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JANUARY 9, 2019.

#### PROPOSED 15' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF A PROPOSED 15' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 395, PAGE 429, PARCEL ID: 131-40-14-002.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JANUARY 9, 2019.

COMMENCING AT A FOUND PIPE WITH A STEEL CAP STAMPED "RLS 1960" AT THE BASE OF A 10" HOLLY TREE, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,412,068.7174 & E:5,397,145.6512, BEING THE COMMON CORNER TO THE PROPERTY CONVEYED TO GEORGE B. & CAROLYN BOWMAN AS RECORDED IN DEED BOOK 345, PAGE 2429, PARCEL ID: 131-40-14-002.00 AND CORNER TO THE PROPERTY CONVEYED TO LAUVINIA MERCIE AS RECORDED IN DEED BOOK 345, PAGE 320; THENCE LAUVING SAID CORNER AND TRAVERSING THE LAND OF SAID BOWMAN, N14'09'36'E 414.86' TO A SET 1/2" REBAR CAPPED "PATTERSON PLS 3136", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA; THENCE LEAVING SAID LEASE AREA, 23'49'SOE' 30.00" TO THE TRUE POINT OF BEGINNING; THENCE N66'10'0'4'E 17.24'; THENCE SOE'JS-25; THENCE N84'17'42'W 15.00; THENCE N05'42'18'E 206.5' TO THE POINT OF BEGINNING CONTAINING 3,165.007 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED JANUARY 9, 2019.

Exhibit "C" The "Survey"

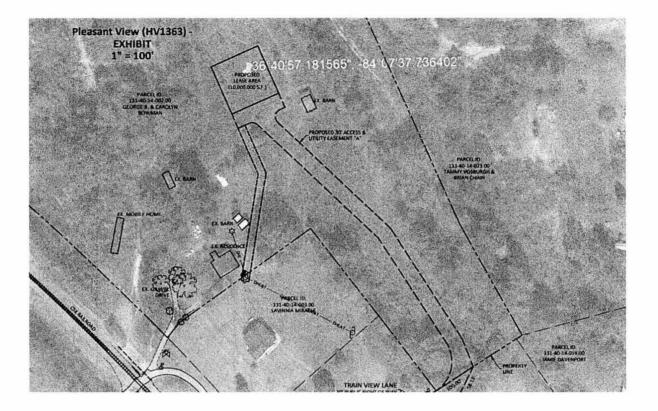
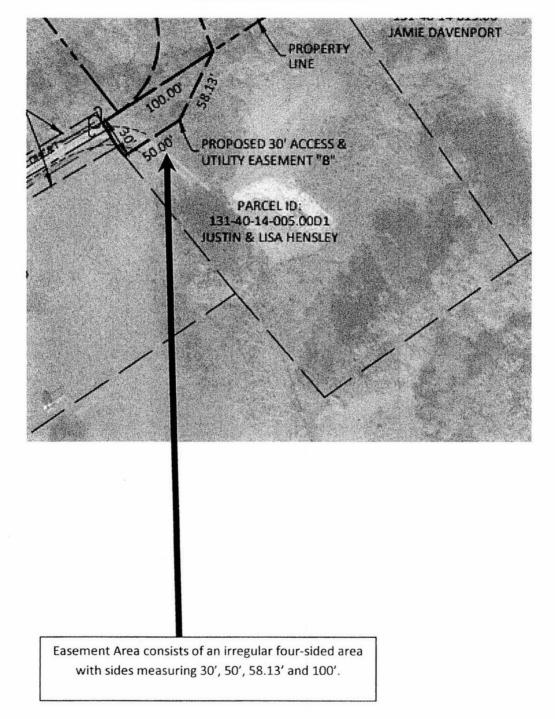


Exhibit "D" The "Easement Area" Parcel #131-40-14-005.00D1



# **OPTION AND LEASE AGREEMENT**

This Option and Lease Agreement ("Agreement" or "Lease") is made and entered into this 25 day of <u>Edvocry</u>, 20 19 by and between George B. Bowman and his wife, Carolyn Bowman, having a mailing address of 140 EChurch Street, Williamsburg, Kentucky 40769 ("Landlord"), and HORVATH TOWERS V, LLC, a Delaware limited liability company, having an address of 312 W. Colfax Ave., South Bend, Indiana 46601 ("Tenant").

#### I OPTION TO LEASE

(a) Landlord owns certain real property described on Exhibit A attached hereto and made a part herof (the "Property"). In consideration of the sum of (the "Commitment Deposit"), to be paid by Tenant to Landlord upon full execution of this Agreement, Landlord grants to Tenant for a term of thirty-six (36) months (the "Option Term") an option to lease (the "Option") a portion of the Property measuring approximately 100' x 100' for a total of 10,000 square feet and located at ±140 E Church Street, Williamsburg, Kentucky 40769 (36.68255 LAT/ -84.12715 LONG) for the purpose of constructing and operating a communications facility (the "Equipment") together with the unrestricted access, and the construction and maintenance of a route for such unrestricted access, for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit B (collectively, the "Premises").

Upon notification to Landlord, during the Option Term and during the term of this Agreement, Tenant and (b) its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, 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 casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. Upon completion of construction of the Equipment, Tenant no longer needs to notify Landlord of access to Premises.

(c) During the Option Term, Landlord will not (i) enter into a lease with a Competitor of Tenant of property owned or controlled by Landlord within a two (2) square mile radius of the Premises, for the purpose of constructing and operating a communications facility; or (ii) sell to a Competitor of Tenant or to any third-party property owned or controlled by Landlord within a two (2) square mile radius of the Premises for the purpose of constructing and operating a communications facility.

(d) 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 the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option, this Agreement will terminate and the parties will have no further liability to each other.

II FDM

# TERM

(a) The initial term of this Lease shall be Ten (10) years commencing on the date of written notification by Tenant to Landlord of Tenant's exercise of the option or the date Tenant commences construction whichever occurs first (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term"). Tenant may terminate this Lease at anytime it deems necessary.

(b) Tenant shall have the right to extend this Lease for Eight (8) additional, Five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty days (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

III RENT

#### IV RIGHTS AND OBLIGATIONS OF TENANT

(a) <u>Right of Access</u>. Tenant shall, during the Term of this Agreement, have the right of ingress to and egress from the Premises over an access road, as shown in Exhibit B, attached hereto and incorporated herein by reference, for the purpose of installing, operating, maintaining and/or removing the Equipment, however such right is limited to authorized employees, subtenants, licensees, invitees, assignees, or agents of Tenant and/or other persons under Tenant's supervision. The parties agree that Exhibit B will be replaced by a final survey once said survey is complete. Landlord and Tenant shall cooperate with each other to determine a mutually acceptable access route.

(b) <u>Removal of Equipment</u>. Upon expiration or termination of this Agreement, Tenant shall remove all of the Equipment installed on the Premises without damage to Landlord's property, and shall restore the Premises, as is reasonable, to its original condition immediately prior to the commencement of this Agreement, with the exception of (i) plants, trees or similar vegetation removed from the Premises and/or topographical changes to the Premises in order to fulfill the transaction contemplated by this Agreement; and/or (ii) ordinary wear and tear. Title to all Equipment, whether or not such is considered real or personal property, and whether or not such is considered as being affixed to the property, shall be and remain vested in Tenant (or its subtenants and licensees, as applicable).

(c) <u>Utilities</u>. During the Term of this Agreement, Tenant shall pay for its own separately metered utilities. Tenant shall, during the Term of this Agreement, have the right to order, construct and maintain utilities along the route shown in Exhibit B, attached hereto and incorporated herein by reference. Such utility location and installation method shall be mutually agreed upon by the utility companies and the Tenant. Landlord agrees to comply with each utility company to provide a separate easement for utilities, if additional easements are necessary.

(d) <u>Maintenance</u>. Tenant shall be responsible for maintaining the Equipment. Tenant shall have no other maintenance responsibilities with respect to the Premises other than those expressly set forth herein.

(e) <u>Taxes</u>. Tenant shall be responsible for any taxes, including real estate and personal property taxes that may be incurred as a result of the installation or operation of the Equipment at the Premises. Landlord shall promptly pay all real estate taxes and assessments against the Property when due and shall avoid any delinquencies with respect thereto. Tenant shall promptly pay Landlord only upon receipt of such invoice and all other reasonable documentation as requested of Landlord by Tenant to evidence such increase in taxable amounts resulting from the installation or operation of the Equipment at the Premises. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

(f) <u>Subleases.</u> Landlord hereby grants Tenant the right to sublease or license all or any part of the Premises and any such subtenant or licensee shall have the right to use any and all easements granted hereunder pursuant to the terms hereof.

## V RIGHTS & OBLIGATIONS OF LANDLORD

Landlord shall not interfere with the installation or cause any interference with the operation of the Equipment or with Tenant's (or its subtenant's or licensee's) use of the Premises as contemplated herein.

# VI INDEMNIFICATION

(a) <u>Indemnification by Tenant</u>. Tenant shall indemnify and hold harmless Landlord from any claim which may arise against Landlord by any reason or occurrence attributable to (i) the installation, operation or maintenance of the Equipment on the Premises; (ii) is due to Tenant's failure to perform any material obligation hereunder; or (iii) is due to any misrepresentation or breach of warranty by Tenant hereunder. Tenant shall not be liable for, and shall have no obligation to indemnify or defend Landlord or any third-party and will not hold Landlord or any third-party harmless from any claims or damages that may have arisen or may arise due to a pre-existing condition or defect, including but not limited to, any claims arising out of contamination by, or storage of, any hazardous substance(s).

(b) <u>Indemnification by Landlord</u>. Landlord shall indemnify and hold harmless Tenant from any claim which may arise against Tenant by any reason or occurrence attributable to (i) Landlord's use or occupation of the Premises; (ii) Landlord's failure to perform any material obligation hereunder; (iii) any misrepresentation or breach of warranty by Landlord hereunder or (iv) all pre-existing conditions or defects in the Premises and Property, including, but not limited to, any claims arising out of contamination by, or storage of, any regulated and/or hazardous substances(s).

(c) Environmental Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from any claims, costs, and/or liabilities that may arise, including but not limited to, claims of personal injury, death, pollution, contamination, and property damage, incurred as a result of the negligent or intentional storage, dumping, leaking, or use of any regulated and/or hazardous substances, as that term is defined by federal and state law, by Landlord, its employees, agents, servants, invitees, visitors or any other person under Landlord's control or supervision, whether or not Tenant is adjudged to have been comparatively negligent. Landlord shall indemnify Tenant for any and all costs incurred as a result of having to answer and defend any claims set forth above, including without limitation reasonable attorney's fees and court costs. Landlord agrees to immediately notify Tenant of any known regulated and/or hazardous waste conditions,

including without limitation, complaints or reports that may be or have been filed against Landlord or the property or served upon Landlord, its agents, servants, employees or other representative.

#### VII ASSIGNMENT

(a) <u>Tenant May Assign At Any Time</u>. This Agreement may, at any time, be assigned by the Tenant. Tenant shall provide notice to Landlord by certified mail within a reasonable amount of time after assignment. Upon reasonable request by Tenant, Landlord shall execute an Estoppel Certificate, Acknowledgment of Rights, or similar document, as set forth in (Article VIII, Section B) hereof, in connection with such assignment.

(b) <u>Assignment by Landlord</u>. This Lease may, at any time, be assigned by the Landlord, who shall provide notice to Tenant by certified mail of such assignment to Tenant within a reasonable amount of time. The assignee shall be bound by the terms of this Agreement and shall not modify the Premises or the associated utility and access easements in any way which would adversely affect Tenant's use of the Premises.

(c) <u>Effect of Assignment</u>. All of the covenants, provisions, terms, agreements, and conditions of this Agreement shall be construed as running with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Upon written notification to Landlord of any assignment of this lease by Tenant (together with a copy of such assignee's written assumption of Tenant's obligations hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations hereunder, and Tenant shall be released from any further obligations under this lease. As used herein, the term "Tenant" means the holder, from time to time, of the leasehold estate under this Agreement and the term "Landlord" means the holder, from time to time, of the reversionary estate under this Agreement.

# VIII <u>RIGHTS OF TENANT TO MORTGAGE</u>

(a) <u>Right of Tenant to Mortgage Leasehold Interest</u>. Landlord acknowledges that Tenant has the right, without the necessity of obtaining Landlord's consent, at any time to: (i) encumber its leasehold estate by mortgage or other encumbrance or lien; and (ii) grant security interests in or place liens upon any and all improvements, including but not limited to, the Equipment (whether or not such is considered real or personal property).

(b) Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an Estoppel Certificate, Landlord's Acknowledgement of Rights, or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant and which is recordable in the Land Records of the jurisdiction in which the Premises are located certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Tenant and Tenant's mortgagee as set forth above in Section A above, and further stating such other matters as Tenant or Tenant's mortgagee shall reasonably require.

(c) <u>Waiver of Lien Rights by Landlord</u>. Landlord waives any lien rights it may have concerning the Equipment, whether or not such are deemed Tenant's personal property or fixtures. Landlord acknowledges that Tenant may enter into financing arrangements which, among other things, may provide that the Equipment shall serve as collateral. In connection therewith, Landlord disclaims any interest in the Equipment, whether fixtures or otherwise, and agrees that the Equipment shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any rent due or to become due and that the Equipment may be removed at any time without recourse to legal proceedings.

### IX COVENANTS & WARRANTIES

(a) <u>Quiet Enjoyment</u>. Landlord covenants that Tenant, upon performance of the terms set forth herein, shall peaceably and quietly hold and enjoy the Premises during the Term of this Agreement without hindrance or interruption by Landlord or any other person, including other tenants or subtenants of Landlord's. Landlord acknowledges (i) that any interference with the Equipment caused by Landlord may cause irreparable harm to Tenant and would constitute a breach of the covenant of quiet enjoyment set forth herein, (ii) that the cessation of such interference is material to the Agreement; and therefore (iii) that Tenant shall have upon any such interference, the right to enjoin any such interference or to terminate this Agreement.

(b) <u>Landlord Owns Premises in Fee Simple</u>. Landlord represents and warrants that Landlord owns the Premises in fee simple and has full power and authority to lease the Premises as well as to grant all easements and right of ways contemplated hereunder without the consent of any other party. Landlord further represents and warrants that the Premises are free and clear of any encumbrances, other than liens of record such as mortgages or others as specifically set forth herein. In the event that it is determined that Landlord has breached its representation and warranty under this Section and Tenant is unable to use the Premises for the purposes contemplated herein and/or to utilize the easements granted herein for the stated purposes, Tenant shall have a right to terminate this Agreement without further obligation to Landlord and seek all other damages available to it at law and in equity, which shall include, without limitation, the right to receive damages in an amount equal to all direct and indirect costs incurred by Tenant as a result of such breach. Landlord agrees to assist Tenant in curing any defects in title.

(c) <u>Environmental</u>. To best of Landlord's knowledge, Landlord represents and warrants that there are no existing regulated and/or hazardous waste conditions on the Premises and that no regulated and/or hazardous substances were or are being stored on said Premises or within the associated easement areas. Landlord shall indemnify and hold Tenant harmless for any claims and/or damages arising from Landlord's breach of this representation and warranty.

# X INSURANCE

Tenant shall carry, during the Option Term and the Initial Term of this Agreement, the following insurance, with customary coverages and exclusions:

**Bodily Injury:** 

Five Hundred Thousand Dollars (\$500,000) for injury to any person, and One Million Dollars (\$1,000,000) for all injuries sustained by more than one person in any one occurrence.

Property Damage:

One Million Dollars (\$1,000,000) per damage as the result of any one accident.

Tenant will increase amount of insurance coverage during the Renewal Terms to reflect current economic conditions and to comply with industry standards for maintaining adequate coverage. Tenant shall, upon Landlord's request, furnish to Landlord Certificates of Insurance certifying that Tenant has the above described insurance and naming Landlord as an additional insured on Tenant's policy as it relates to the Premises.

# XI

# **DEFAULT**

(a) <u>Default by Landlord</u>. If Landlord defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, shall have the option to terminate this Agreement upon thirty (30) days' notice without further obligation or liability. Tenant reserves the right to withhold Rent as remedy for material breaches of this Agreement, including, but not limited to (i) refusal to execute

any documents specified in Section VII, Section VIII and Section XIII, (ii) failure to pay property taxes; (iii) failure to provide Tenant with access to the Property.

(b) <u>Default by Tenant</u>. If Tenant defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure, if such default is capable of cure, or make, in good faith, progress toward such cure, then, in addition to any other remedies provided in this Lease, shall have the option to terminate this Agreement upon thirty (30) days' notice without further obligation or liability, subject, however, to the cure rights of any leasehold mortgagee as set forth herein.

(c) <u>Termination by Landlord</u>. The termination by Landlord of this Agreement as aforesaid shall be Landlord's sole and exclusive remedy for any default by Tenant hereunder and Landlord shall not be entitled to any money judgment against Tenant (or any decree for specific performance that would require the payment or expenditure of money by Tenant to or on behalf of Landlord) in connection with this Agreement or on account of a default in any covenant of this Agreement on Tenant's part to be performed or observed. Upon termination of this Agreement as aforesaid, Tenant shall, within forty-five (45) days of such termination, or soon thereafter as weather permits, remove all Equipment from the Premises pursuant to the terms of Section IV, paragraph 2.

## XII NOTICE

It is understood and agreed between the parties hereto that written notice delivered by an overnight delivery service or by certified mail, return receipt requested, postage prepaid to a party's offices as specified herein, shall constitute notice to that party sufficient to comply with the terms of this Agreement. Addresses are as follows:

To Landlord:	George & Carolyn Bowman 140 E. Church St. Williamsburg, Kentucky 40769 ATTN: George & Carolyn Bowman	
Landlord's Payee:	George & Carolyn Bowman 140 E. Church St. Williamsburg, Kentucky 40769	•
To Tenant:	HORVATH TOWERS V, LLC 312 W. Colfax Ave. South Bend, IN 46601 ATTN: Lease Administration Office: (574) 237-0464 Fax: (574) 217-4357	

### XIII GENERAL PROVISIONS

1. Contingencies.

(a) <u>Permits, Approvals, Utilities, Rights of Way</u>. This Agreement is contingent upon Tenant's obtaining and maintaining any permits, licenses, or approvals required by any federal, state or local authority, including without limitations the Federal Communications Commission, the Federal Aviation Authority, and any local zoning authority, as well as obtaining all necessary utilities and any and all easements and rights of way necessary to access the Premises.

(b) <u>Technical Analysis and Environmental Studies</u>. This Agreement is further contingent upon (i) the satisfactory completion of technical analyses which will be performed to verify that acceptable microwave communication is possible from the tower to be constructed on the Premises to other communications facilities operated, or planned, by Tenant in the surrounding area and/or (ii) a satisfactory environmental/geological report indicating that the Premises are suitable and/or economically viable for Tenant's intended use. Such analyses shall be completed within the applicable Option Term of this Agreement.

(c) <u>Non-Disturbance</u>. The Landlord shall obtain for the benefit of the Tenant and its subtenants a commercially reasonable non-disturbance and attornment agreement (a "Non-Disturbance Agreement") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Premises (a "Mortgage"), confirming that the Tenant's right to quiet possession of the Premises during the term of this Agreement, including any extensions hereof, shall not be disturbed as long as the Tenant is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with the Tenant and its subtenants, agree that in the event of a foreclosure or conveyance in lieu of foreclosure of the Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Lease and the related rights of the Tenant and its subtenants hereunder, and this Agreement shall continue in full force and effect and the Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as the Tenant is not in default of this Agreement beyond applicable notice and cure periods. The Landlord shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph and shall use its best efforts to cause the holder of any Mortgage to do the same.

2. <u>Landlord's Assistance with Various Applications and Permits</u>. Landlord shall join in and consent to any applications or petitions filed by Tenant with any governmental, public or judicial agency in connection with the use, development or occupancy of the Premises and which may require the joinder and consent of Landlord, including, but not limited to, building permits, applications for reclassifications, special exceptions and variances under the zoning laws, demolition of improvements, construction or alteration of improvements, erection and maintenance of signs, connections to utility facilities, public works agreements, subdivision applications, and licenses or minor privileges; but Tenant shall bear all costs and fees with respect to such applications. All costs associated with the above instruments are the sole responsibility of the Tenant.

3. <u>Recordation and Memorandum of Agreement</u>. Simultaneously with the execution of this Agreement, Landlord shall execute a memorandum of option, a form of which is attached and incorporated herein as **Exhibit C**, and a memorandum of lease, a form of which is attached and incorporated herein as **Exhibit D**, both in recordable form for recording among the appropriate Office of Land Records. Such memoranda shall contain a description of the Premises and its associated access, utility, and guy anchor easements and set forth the term of this Agreement and any other provisions hereof as may be necessary or desirable. Tenant shall pay for all document recording fees.

4. <u>First Right of Refusal</u>. In the event Landlord shall receive a bonafide offer from a third party to purchase or if Landlord intends to communicate to a third party an offer to sell, (a) all or any portion of the Premises, (b) any adjoining or adjacent property subject to an easement hereunder or (c) this Agreement or any rights hereunder (in each case, the "<u>Sale Assets</u>"), Landlord shall first communicate the terms of such offer to Tenant, provide a copy of the bonafide offer to Tenant and offer to sell such property to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of said notice from Landlord to accept said offer in writing. If Tenant accepts Landlord's offer within thirty (30) days, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord, in accordance with the bonafide offer. If Tenant purchases the Sale Assets pursuant to this paragraph, any easements granted from Landlord to Tenant for the benefit of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale change and if Landlord has not sold or transferred title to such property within ninety (90) days of the date of Landlord's written notice to Tenant, any such sale and transfer of title shall again

be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the current landlord or by any transferee.

Non-Competition. During the Term and for the two (2) year period commencing on the effective date of 5. termination of this Lease. Landlord will not (i) enter into a lease with a Competitor of Tenant of property owned or controlled by Landlord within a two (2) square mile radius of the Premises, for the purpose of constructing and operating a communications facility; or (ii) sell to a Competitor of Tenant or to any third-party property owned or controlled by Landlord within a two (2) square mile radius of the Premises for the purpose of constructing and operating a communications facility. For purposes of this Lease, the term "Competitor" means any person or entity engaged in the business of (i) building wireless communication facilities for the purpose of broadcasting and/or receiving wireless transmissions licensed by the Federal Communications Commission of the United States (the "FCC"), or (ii) subletting wireless communication facilities to any third-party for the purpose of broadcasting/receiving wireless transmissions licensed by the FCC. The parties agree that the terms of this Agreement, generally, and in particular this Section XIII.5, are reasonable and should be valid and enforceable in order to protect the legitimate business interest of Tenant. Landlord acknowledges and agrees that any violation of Section XIII.5 hereof would cause Tenant irreparable damage and that Tenant's remedy at law for any breach of Landlord's obligations under this Agreement would be inadequate. Landlord specifically agrees that if it violates or threatens to violate such restrictions. Tenant shall be entitled to injunctive relief against Landlord, without the necessity of proof of actual damage or the posting of a bond, in addition to any other remedies available under this Agreement at law or in equity.

6. <u>Invalidity of Certain Provisions</u>. In the event that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

7. <u>No Partnership</u>. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Agreement a Joint Venture or Partnership relation between them.

8. <u>Entire Understanding</u>. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements or understandings between, the parties. Neither party has made nor relied on any promise, understanding, warranty or representation other than as specifically set forth herein. This Agreement may not be changed, modified, or amended except by a written instrument signed by both parties hereto. Both parties have had the opportunity to review this Agreement prior to execution, and in its final form, the Agreement reflects the understanding of both parties and shall not be construed against any one party.

9. <u>Condemnation</u>. If a condemning authority takes all of the Property, or a portion sufficient in Tenant's determination, to render the Property in the opinion of Tenant unsuitable for the use which Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property which for Tenant shall include, where applicable, prepaid Rent). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

10. <u>Choice of Law</u>. The validity of this Agreement, the terms of this Agreement, and all duties, obligations and rights arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

11. Jurisdiction. The parties agree to be subject to personal jurisdiction in Indiana with respect to any legal action concerning the validity or enforcement of this Agreement, and further agree that such legal action may be brought only in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana. If such legal action is initiated in any other court, then Tenant and Landlord will voluntarily agree to have such action transferred to or re-filed in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana attact to or re-filed in the United States District Court for the Northern District of Indiana, South Bend Division, or in a state court in St. Joseph County, Indiana.

12. <u>Enforcement</u>. If Tenant finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, and if Tenant is the prevailing party in such proceedings, Landlord agrees to reimburse Tenant for all expenses thereby incurred, including court costs, reasonable attorney and expert witness fees, and other litigation expenses.

## {Signatures to follow}

### IN WITNESS WHEREOF, this Agreement is hereby executed as of the first date written above.

## LANDLORD

George B. Bowman and his wife, Carolyn Bowman

By: George B. Bow

Print Name: George B. Bowman

Date: /-/6-/ 9

By: Carolyn Douman

Print Name: <u>Carolyn Bowman</u>

Date: 1 - 16 - 19

### TENANT HORVATH TOWERS V, LLC A DELAWARE LIMITED LIABILITY COMPANY

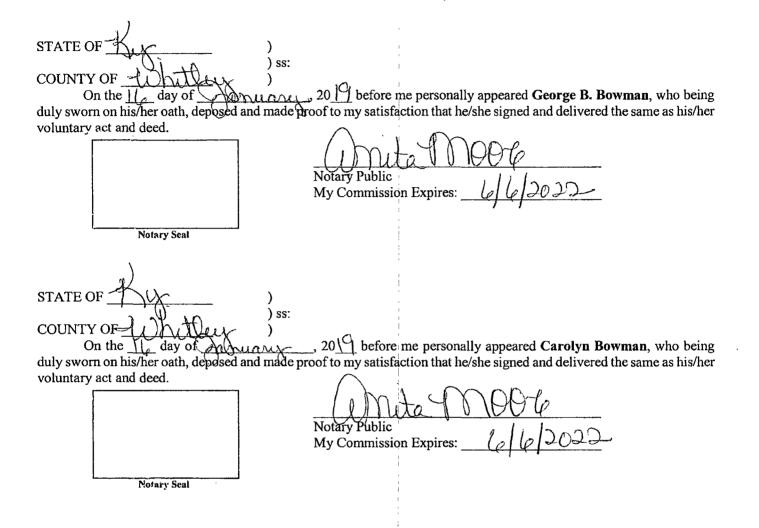
Signed:

Print Name: Erin Moskwinski

Title: Vice President/CMO

Date: 2.125.19	
----------------	--

#### LANDLORD ACKNOWLEDGMENT



- 11 -

### TENANT ACKNOWLEDGMENT

STATE OF INDIANA ) ss COUNTY OF ST. JOSEPH I CERTIFY that on  $\frac{35}{100}$  day of FUNLOW 2019 Erin Moskwinski personally came before me and acknowledged under oath that she:

- (a) is the Vice President/CMO of HORVATH TOWERS V, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and

executed the instrument as the act of the company. (c) ASHLEY PHILLIPS Seal Notary Public - State of Indiana Notary Public St Joseph County Commission Expires Mar 15, 2024 My Commission Expires

# Exhibit A

# **Description of Property**

# PARENT PARCEL

PARCEL NO.: 131-40-14-002.00

4

J.

PROPERTY ADDRESS: 140 E. Church St., Williamsburg, Kentucky 40769

# <TO BE ADDED AFTER SURVEY IS COMPLETE>

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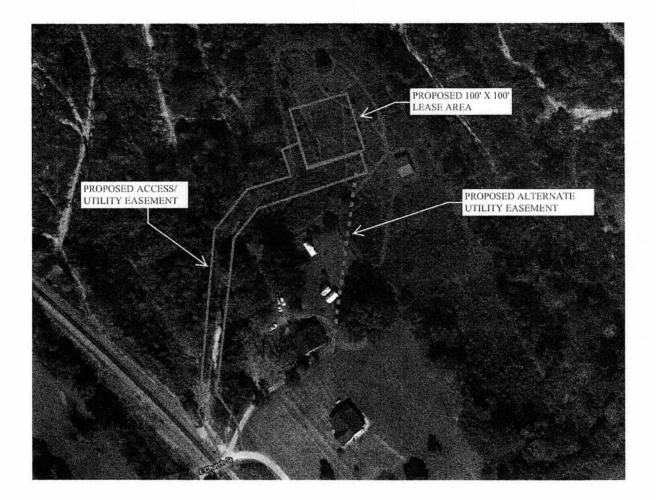
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# Exhibit **B**

Site Sketch/Survey of Leased Premises

< SEE ATTACHED SITE SKETCH >

This exhibit is only a drawing representing approximately where the Premises will be placed on the property. Professional drawings showing the site, tower location, easements and right of ways will replace this exhibit when completed.



### Exhibit C

### Form of Memorandum of Option

### **MEMORANDUM OF OPTION**

This Memorandum of Option is entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by and between INSERT NAME OF LANDLORD, INSERT ENTITY STATE AND TYPE, having a mailing address of INSERT LANDLORD'S MAILING ADDRESS ("Landlord"), and HORVATH TOWERS V, LLC, a Delaware limited liability company, having an address of 312 W. Colfax Ave., South Bend, Indiana 46601 ("Tenant").

- Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") dated \_\_\_\_\_\_, 20\_\_\_, regarding certain real property of Landlord described on Exhibit A attached hereto and made a part herof (the "Property"). [Attach description of Landlord's entire parcel this note is for reference only – please delete]
- 2. The Agreement grants to Tenant for a period of [eighteen [18]) months] commencing on the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20 \_\_\_\_ an option (the "Option") to leave a portion of the Property measuring approximately 100' x 100' (10,000) equae feet and located at ±INSERT APPROXIMATE ADDRESS OF SITE [DASERT COORDINATES OF SITE] for the purpose of constructing and operating a communications facility ogether with unrestricted access for [enant's uses from the nearest public right-of way apong the Property to the Promess.
- 3. During the term of the Option, Tenant shall have the right to to enter upon the Property to inspect, examine, conduct soil, draurage testing, material sampling, and other certoriteal or engineering tests of studies of the Property, to apply for and obtain licenses, permits, approval, or other relief required of or deemed necessary or appropriate at Tenant's cole 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, 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.
- 4. Tenant shall have the sole right in its discretion to exercise the Option, whereupon the Option shall become a Lease, and Tenant shall record a memorandum of lease.
- 5. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
- 6. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum, the provisions of the Agreement shall prevail.

.

## {END OF MEMORANDUM}

### {SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW}

Willing Car

This Instrument Was Prepared By:

Nancy Benjamin HORVATH TOWERS V, LLC 312 W. Colfax Ave. South Bend, IN 46601 I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Nancy Benjamin When Recorded, Return to:

HORVATH TOWERS V, LLC 312 W. Colfax Ave. South Bend, IN 46601 (574) 237-0464 IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of the day and year first above written.

## LANDLORD INSERT LANDLORD NAME INSERT ENTITY TYPE AND STATE IF APPLICABLE

Signature A. @	
Print Name:	
Title:	
Date:	
The share and th	
TENANT	
HORVATH TOWERŠ V, LLC A DELAWARE LIMITED LIABILITY COMPANY	
Signature	
Title:	
Date:	

### Site Name: HV1363 Pleasant View

## LANDLORD ACKNOWLEDGMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me personally appeared INSERT NAME OF SIGNATORY, INSERT TITLE OF SIGNATORY, who being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntal act and deed.

Notary Public
MylCommission Expires:
Notary Seal
TENANT ACKNOWEEDGMENT
STATE OF INDIANA () SS (0) (3)
COUNTY OF ST. JOSEPH )
I CERTIFY that on day of, 20, personally came before me and acknowledged under oath that she:
(c) is the of HORVATH TOWERS V, LLC, the limited liability company named in the attached instrument,

(d) was authorized to execute this instrument on behalf of the company, and

(c) executed the instrument as the act of the company.

Notary Public My Commission Expires:\_\_\_\_\_

Notary Seal

- 18 -

Site Name: HV1363 Pleasant View

### **Exhibit D**

#### Form of Memorandum of Lease

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, by and between INSERT NAME OF LANDLORD, INSERT ENTITY STATE AND TYPE IF APPLICABLE, having a mailing address of INSERT LANDLORD'S MAILING ADDRESS ("Landlord"), and HORVATH TOWERS V, LLC, a Delaware limited liability company, having an address of 312 W. Colfax Ave., South Bend, Indiana 46601 ("Tenant").

- Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") dated \_\_\_\_\_\_, 20\_\_\_, for the pripose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
- 2. The initial term of the Agreement is for ten (10) years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ the Commencement Date. The initial term is subject to [6 (six) additional 5-year extension periods].
- 3. The portion of the fand being leased to Lessed (the "fremises") is described in Exhibit A annexed here of the fand being leased to Lessed (the "fremises") is described in Exhibit
- 4. During the Herm of the Agreement. Tenant shall have the continuing first right to purchase (a) all or any portion of the Premises, (b) any redisting or adjacent property subject to an easement hereunder or (c) the Agreement or any rights thereunder in accordance with and subject to the provision sand conditions of the Lease.
- 5. The Agreement shall be binding approximute to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
- 6. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Agreement. The Agreement is incorporated herein by reference. If there are any conflicts between the Agreement and this Memorandum of Lease, the provisions of the Agreement shall prevail.

### {END OF MEMORANDUM}

### **{SIGNATURES AND ACKNOWLEDGEMENTS FOLLOW}**

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

LANDLORD **INSERT LANDLORD NAME** INSERT ENTITY TYPE AND STATE IF APPLICABL Signature Print Name: т Da

## TENANT HORVATH TOWERS V, LLC A DELAWARE LIMITED LIABILITY COMPANY

Signature

Title:

Date:

Site Name: HV1363 Pleasant View

## LANDLORD ACKNOWLEDGMENT

STATE OF	)
	) ss:
COUNTY OF	)

On the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ before me personally appeared INSERT NAME OF SIGNATORY, INSERT TITLE OF SIGNATORY IF APPLICABLE, who being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntary act and deed.

	Notary Scal	Notary Public My Commission Frederics	W.C.						
	Ai	TENANT ACKNOWLEDGME	DO <sup>C</sup>						
STATE C	FINDIANA		*						
COUNTY	OF ST. JOSERH								
I oath that :	CERTIFY that on day of she:	f , person	ally came before me and acknowledged under						
(6	b) is the of HORYATH TOWN	ERS V, LLC, the limited liability of	company named in the attached instrument,						
(f	) was authorized the execute the	is instrument on behalf of the con	pany, and						
(0		as the act of the company.							
(		as the lot of the company.							
		Notary Public							
		My Commission Expires							
	Notary Seal								
<u>Th</u>	is Instrument Was Prepared By :		When Recorded, Return to:						
HC 312	ncy Benjamin DRVATH TOWERS V, LLC 2 W. Colfax Ave.	I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.	HORVATH TOWERS V, LLC 312 W. Colfax Ave. South Bend, IN 46601						
South Bend, IN 46601		Nancy Benjamin	(574) 237-0464						
		1	,						
		i							

Site Name: HV1363 Pleasant View

## EXHIBIT A TO THE MEMORANUM

## **DESCRIPTION OF PREMISES**

The Premises are described and/or depicted as follows:

A Complete Survey will be attached prior to recording.

## PLEASANT VIEW - 500' ABUTTERS LIST

Name	Name 2	Address	City	State	Zip
George and Carolyn Bowman		140 E Church Street	Williamsburg	KΥ	40769
Brian Chinn		448 Stringtown Road	Williamsburg	KY	40769
Gary Cupp		1017 Keswick Road	Williamsburg	KY	40769
Jamie Davenport		1113 Ryan Cemetery Road	Williamsburg	КΥ	40769
Justin and Lisa Hensley		29 Train View Lane	Williamsburg	КΥ	40769
Billy and Ashley McVey		62 Train View Lane	Williamsburg	KY	40769
Tammy and Doyle Inman		32 Train View Lane	Williamsburg	KY	40769
Lavinnia Miracle		144 East Church Street	Williamsburg	КҮ	40769
Jason Durham		75 East Church Street	Williamsburg	KY	40769
Thresha and Wesley Taylor		74 East Church Street	Williamsburg	KY	40769
Susan Lyon Felts		703 Jordan Hollow Road	Williamsburg	KY	40769
William F Norman		2799 Sandy Flats Road	Williamsburg	КΥ	40769
David Lyons		94 East Church Street	Williamsburg	KY	40769
Rosetta Rostron		202 Mimosa Circle	Clinton	TN	37716
Donald B Siler		384 Rosebrook Drive	Gallatin	ΤN	37066
Phyllis Veach		312 Stringtown Road	Williamsburg	КҮ	40769
James and Anna Anderson		278 Cemetery Road	Emlyn	KY	40730
Arlis and Doris Moses		264 East Church Street	Williamsburg	KY	40769
Dearl and Michelle West		PO Box 73	Emlyn	KY	40730
Ethel Baldwin		PO Box 2233	Williamsburg	KY	40769
Dorothy Russell	c/o Carolyn Perkins	136 Depor Lane	Newcomb	TN	37819
Vedia Newson		PO Box 22	Emlyn	KY	40730
Eric Hone		100 Stringtown Road	Williamsburg	KY	40769
Wesley Jones and Others	c/o Wesley Jones Jr.	120 E Main Street, Apt 2017	Lexington	KY	40507
Timmy & Shelbie Baker Life Estate	c/o Tim and Carrie Baker	386 Embry Moses Road	Williamsburg	KY	40769



# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

### April 11, 2019

### Via Certified Mail

George and Carolyn Bowman 140 E Church Street Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within fivehundred feet (500') of the proposed facility, or property contiguous to it.

There is a crucial need to upgrade wireless cell services for existing covered customers in this area, and to expand capacity to serve future customers. Additionally, this facility is crucial to providing wireless communications ability, including the ability to contact emergency services, for users living in or travelling in this area. Our client's representatives have attempted to select a site that addresses the service deficit while minimizing the impact on adjacent properties.

Your comments regarding the proposed application are invited by the Public Service Commission, as well as the Applicant. You may submit comments or request intervention in the PSC's consideration of the application. You may contact the PSC by contacting Executive Director, Public Service Commission, PO Box 615, Frankfort, Kentucky 40602. Please refer to the Docket No. 2019-00117 in any correspondence. You may contact the undersigned if we can assist in any way.

Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1



201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Brian Chinn 448 Stringtown Road Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC



Enclosure 4818-6478-2947, v. 1

# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### <u>Via Certified Mail</u>

Gary Cupp 1017 Keswick Road Williamsburg, KY 40769

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mmlk.com

Sincerely,

McBrayer, McGingis Leslie & Kirkland, PLLC

Iacob C. Walbourn

Jaeob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947. v. 1

# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

## Via Certified Mail

Jamie Davenport 1113 Ryan Cemetery Road Williamsburg, KY 40769

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Enclosure 4818-6478-2947, v. 1

# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Justin and Lisa Hensley 29 Train View Lane Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within five-hundred feet (500') of the proposed facility, or property contiguous to it.

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Your comments regarding the proposed application are invited by the Public Service Commission, as well as the Applicant. You may submit comments or request intervention in the PSC's consideration of the application. You may contact the PSC by contacting Executive Director, Public Service Commission, PO Box 615, Frankfort, Kentucky 40602. Please refer to the Docket No. 2019-00117 in any correspondence. You may contact the undersigned if we can assist in any way.

Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

## MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

Via Certified Mail

Billy and Ashley McVey 62 Train View Lane Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

#### Dear Property Owner:

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Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Tammy and Doyle Inman 32 Train View Lane Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Lavinnia Miracle 144 East Church Street Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Jason Durham 75 East Church Street Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

## April 11, 2019

### Via Certified Mail

Thresha and Wesley Taylor 74 East Church Street Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Susan Lyon Felts 703 Jordan Hollow Road Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

Via Certified Mail

William F Norman 2799 Sandy Flats Road Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

Dear Property Owner:

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

David Lyons 94 East Church Street Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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Jácob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

Via Certified Mail Rosetta Rostron 202 Mimosa Circle Clinton, TN 37716

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

Via Certified Mail Donald B Siler 384 Rosebrook Drive Gallatin, TN 37066

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

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mmlk.com

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

MEBRAYER

## Via Certified Mail Phyllis Veach 312 Stringtown Road Williamsburg, KY 40769

Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

James and Anna Anderson 278 Cemetery Road Emlyn, KY 40730

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

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## MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

Via Certified Mail

Arlis and Doris Moses 264 East Church Street Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jacob C. Walbourn W. Brent Rice

Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

### Via Certified Mail

Dearl and Michelle West PO Box 73 Emlyn, KY 40730

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

## April 11, 2019

## Via Certified Mail Ethel Baldwin PO Box 2233 Williamsburg, KY 40769

Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

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Jaćob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

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201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

<u>Via Certified Mail</u> Dorothy Russell

c/o Carolyn Perkins 136 Depor Lane Newcomb, TN 37819

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within five-hundred feet (500') of the proposed facility, or property contiguous to it.

There is a crucial need to upgrade wireless cell services for existing covered customers in this area, and to expand capacity to serve future customers. Additionally, this facility is crucial to providing wireless communications ability, including the ability to contact emergency services, for users living in or travelling in this area. Our client's representatives have attempted to select a site that addresses the service deficit while minimizing the impact on adjacent properties.

Your comments regarding the proposed application are invited by the Public Service Commission, as well as the Applicant. You may submit comments or request intervention in the PSC's consideration of the application. You may contact the PSC by contacting Executive Director, Public Service Commission, PO Box 615, Frankfort, Kentucky 40602. Please refer to the Docket No. 2019-00117 in any correspondence. You may contact the undersigned if we can assist in any way.

mmlk.com

Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

Via Certified Mail Vedia Newson PO Box 22 Emlyn, KY 40730

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within fivehundred feet (500') of the proposed facility, or property contiguous to it.

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mmlk.com

Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947. v. 1

# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

April 11, 2019

## <u>Via Certified Mail</u> Eric Hone

100 Stringtown Road Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within fivehundred feet (500') of the proposed facility, or property contiguous to it.

There is a crucial need to upgrade wireless cell services for existing covered customers in this area, and to expand capacity to serve future customers. Additionally, this facility is crucial to providing wireless communications ability, including the ability to contact emergency services, for users living in or travelling in this area. Our client's representatives have attempted to select a site that addresses the service deficit while minimizing the impact on adjacent properties.

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Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

### April 11, 2019

### Via Certified Mail

Wesley Jones and Others c/o Wesley Jones Jr. 120 E Main Street, Apt 2017 Lexington, KY 40507

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within fivehundred feet (500') of the proposed facility, or property contiguous to it.

There is a crucial need to upgrade wireless cell services for existing covered customers in this area, and to expand capacity to serve future customers. Additionally, this facility is crucial to providing wireless communications ability, including the ability to contact emergency services, for users living in or travelling in this area. Our client's representatives have attempted to select a site that addresses the service deficit while minimizing the impact on adjacent properties.

Your comments regarding the proposed application are invited by the Public Service Commission, as well as the Applicant. You may submit comments or request intervention in the PSC's consideration of the application. You may contact the PSC by contacting Executive Director, Public Service Commission, PO Box 615, Frankfort, Kentucky 40602. Please refer to the Docket No. 2019-00117 in any correspondence. You may contact the undersigned if we can assist in any way.

Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1

# MEBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 1102

### April 11, 2019

#### Via Certified Mail

Timmy & Shelbie Baker Life Estate c/o Tim and Carrie Baker 386 Embry Moses Road Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Adjacent Landowners of its Application before the Kentucky Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

#### Dear Property Owner:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at 140 East Church Street, Williamsburg, Whitley County, Kentucky. The proposed Facility will, on its installation, allow for co-location of multiple carriers, which will eliminate the need for additional facilities in the area. A map showing the location of the proposed new facility is enclosed. This notice is forwarded to you because you own property within fivehundred feet (500') of the proposed facility, or property contiguous to it.

There is a crucial need to upgrade wireless cell services for existing covered customers in this area, and to expand capacity to serve future customers. Additionally, this facility is crucial to providing wireless communications ability, including the ability to contact emergency services, for users living in or travelling in this area. Our client's representatives have attempted to select a site that addresses the service deficit while minimizing the impact on adjacent properties.

Your comments regarding the proposed application are invited by the Public Service Commission, as well as the Applicant. You may submit comments or request intervention in the PSC's consideration of the application. You may contact the PSC by contacting Executive Director, Public Service Commission, PO Box 615, Frankfort, Kentucky 40602. Please refer to the Docket No. 2019-00117 in any correspondence. You may contact the undersigned if we can assist in any way.

mmlk.com

There are a

Sincerely,

McBrayer, McGinnis, Leslie & Kirkland, PLLC

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC

Enclosure 4818-6478-2947, v. 1 JACOB C. WALBOURN jwalbourn@mmlk.com

# MGBRAYER

201 EAST MAIN STREET, SUITE 900 LEXINGTON, KY 40507 859.231.8780 EXT. 102

April 10, 2019

## Via Certified Mail

Judge-Executive Pat White PO Box 237 Williamsburg, KY 40769

> Re: Notice of Horvath Towers V, LLC ("Applicant") to Judge-Executive of its Application before the Public Service Commission to Construct a Cellular Tower Facility at 140 East Church Street, Williamsburg, Whitley County

Dear Judge Johnson:

Horvath Towers V, LLC has applied to the Kentucky Public Service Commission to construct a 230' self-support tower and an approximately 10-foot tall lighting arrestor and related improvements, to be located at near 140 East Church Street in Williamsburg. The proposed Facility will, on its installation, allow for co-location of multiple carriers. A map showing the location of the proposed new facility is enclosed.

There is a crucial need to upgrade wireless cell services for existing covered customers in this area, and to expand capacity to serve future customers. Additionally, this facility is crucial to providing wireless communications ability, including the ability to contact emergency services, for residents and travelers in the area. Our client's representatives have attempted to select a site that addresses the service deficit while minimizing the impact on Whitley County residents.

Your comments regarding the proposed application are invited by the Public Service Commission, as well as the Applicant. You may submit comments or request intervention in the PSC's consideration of this application. You may contact the PSC by contacting the Executive Director, Public Service Commission, PO Box 615, Frankfort, Kentucky 40602. Please refer to Docket No. 2019-00117 in any correspondence related to this application.

Please do not hesitate to contact me if I can provide any additional assistance with this matter.

Enclosure

Sincerely,

Jacob C. Walbourn W. Brent Rice Counsel for Horvath Towers V, LLC



Lexington | Louisville | Frankfort | Greenup | Washington, D.C.

Horvath Towers V, LLC proposed to construct a telecommunications tower near this site.

If you have questions, please contact: Hovath Towers V, LLC 312 W Colfax Ave, South Bend, IN 46601

or the Executive Director, Public Service Commission, PO Box 615 Frankfort, KY 40602

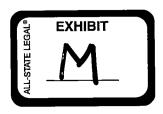
Please refer to Docket No. 2019-00117 in any correspondence.

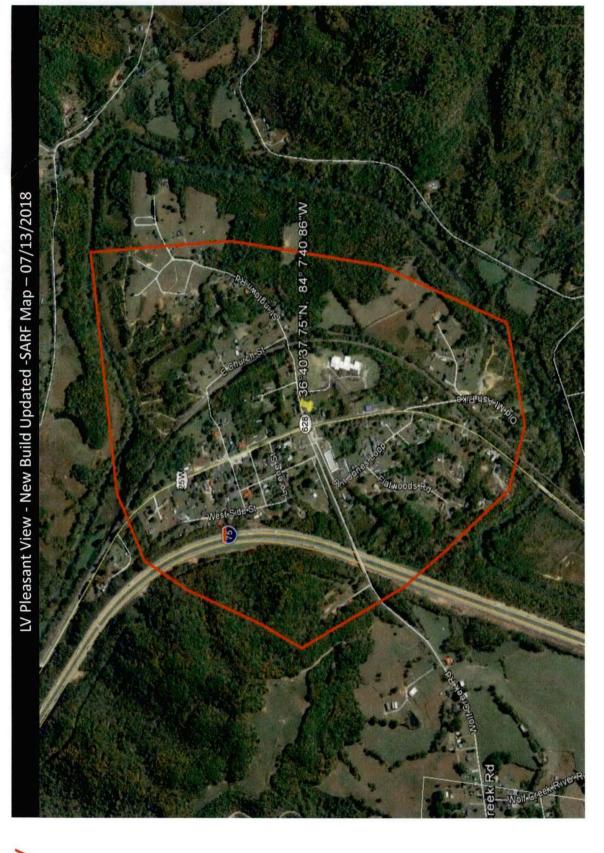
Horvath Towers V, LLC proposed to construct a telecommunications tower at this site.

If you have questions, please contact: Hovath Towers V, LLC 312 W Colfax Ave, South Bend, IN 46601

or the Executive Director, Public Service Commission, PO Box 615 Frankfort, KY 40602

Please refer to Docket No. 2019-00117 in any correspondence.





verizon

