

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

In the Matter of:

JUN 10 2019

THE APPLICATION OF)
NEW CINGULAR WIRELESS PCS, LLC,)
A DELAWARE LIMITED LIABILITY COMPANY,)
D/B/A AT&T MOBILITY)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF JACKSON)

PUBLIC SERVICE
COMMISSION

CASE NO.: 2019-00125

SITE NAME: ANNVILLE FN

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

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

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

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

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

3. Applicant is a limited liability company organized in the State of Delaware on October 20, 1994.

4. Applicant attests that it is in good standing in the state in which it is organized and further states that it is authorized to transact business in Kentucky.

5. A Certificate of Authorization issued by the Kentucky Secretary of State for the Applicant entity is attached to this Application as part of **Exhibit A** and is hereby incorporated by reference.

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

7. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services

to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

8. To address the above-described service needs, Applicant proposes to construct a WCF on Highway 290, Annville, Kentucky 40402 (37° 19' 28.81" North latitude, 83° 58' 28.03" West longitude), on a parcel of land located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Timothy Anderson and Lucille Anderson pursuant to a Deed recorded at Deed Book 132, Page 571 in the office of the County Clerk. Access will run across a parcel owned by Timothy Anderson and Lucille Anderson pursuant to a deed recorded at Deed Book 134, Page 93 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and

Exhibit C.

9. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.

10. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included as part of **Exhibit B**.

11. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.

12. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

13. A copy of the documentation confirming that notice to the Federal Aviation Administration ("FAA") is not required for this site is attached as **Exhibit E**.

14. A copy of the documentation confirming that a Kentucky Airport Zoning Commission ("KAZC") permit is not required for this site is attached as **Exhibit F**.

15. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

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

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

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

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

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

21. **Exhibit B** includes a map drawn to an appropriate scale that shows the

location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

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

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

24. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at

least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached as part of **Exhibit M**.

25. The general area where the proposed facility is to be located is rural and wooded. The tower is well removed from existing residences.

26. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.

27. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area.

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

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

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

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

Respectfully submitted,



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

LIST OF EXHIBITS

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

**EXHIBIT A
CERTIFICATE OF AUTHORITY AND FCC LICENSE
DOCUMENTATION**

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Authorization

Authentication number: 216299
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

NEW CINGULAR WIRELESS PCS, LLC

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

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 28th day of May, 2019, in the 227th year of the Commonwealth.



Alison Lundergan Grimes

Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
216299/0481848

REFERENCE COPY

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



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNKN841	File Number
Radio Service CL - Cellular	
Market Numer CMA452	Channel Block A
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003291192

Market Name Kentucky 10 - Powell				
Grant Date 08-30-2011	Effective Date 08-31-2018	Expiration Date 10-01-2021	Five Yr Build-Out Date	Print Date

Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	37-04-39.7 N	082-48-27.8 W	856.5	95.4	1061533
Address: 103 TOWER HILL ROAD (76337)					
City: WHITESBURG County: LETCHER State: KY Construction Deadline:					

Antenna: 1									
Maximum Transmitting ERP in Watts: 140.820									
Azimuth(from true north) 0 45 90 135 180 225 270 315									
Antenna Height AAT (meters) 469.200 417.400 315.300 222.000 132.100 356.800 457.700 492.500									
Transmitting ERP (watts) 12.022 8.233 13.016 5.482 3.813 0.108 1.481 5.717									
Antenna: 2									
Maximum Transmitting ERP in Watts: 140.820									
Azimuth(from true north) 0 45 90 135 180 225 270 315									
Antenna Height AAT (meters) 469.200 417.400 315.300 222.000 132.100 356.800 457.700 492.500									
Transmitting ERP (watts) 0.497 0.110 0.136 2.162 18.537 40.538 17.478 2.020									
Antenna: 3									
Maximum Transmitting ERP in Watts: 140.820									
Azimuth(from true north) 0 45 90 135 180 225 270 315									
Antenna Height AAT (meters) 469.200 417.400 315.300 222.000 132.100 356.800 457.700 492.500									
Transmitting ERP (watts) 51.423 16.329 8.850 0.158 2.803 14.815 46.596 45.493									

Conditions:

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	37-48-18.3 N	083-50-24.1 W	403.3	106.4	1043803

Address: 3690 Furnace Road (76341)
City: STANTON County: POWELL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	239.600	224.300	179.900	162.000	195.500	176.800	262.600	283.200
Transmitting ERP (watts)	13.906	21.652	8.665	5.943	0.123	2.628	9.451	19.854

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	239.600	224.300	179.900	162.000	195.500	176.800	262.600	283.200
Transmitting ERP (watts)	0.562	11.483	60.345	87.582	20.025	2.235	0.703	0.268

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	239.600	224.300	179.900	162.000	195.500	176.800	262.600	283.200
Transmitting ERP (watts)	1.261	0.189	0.376	1.717	22.517	83.071	60.872	9.440

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	37-25-58.7 N	084-00-12.8 W	422.1	96.6	1043802

Address: 1 MILE NW OF MCKEE (76343)
City: MCKEE County: JACKSON State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	139.700	155.200	150.500	131.100	145.400	147.600	127.600	123.400
Transmitting ERP (watts)	26.126	93.835	72.381	11.143	1.397	0.214	0.430	1.977

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	139.700	155.200	150.500	131.100	145.400	147.600	127.600	123.400
Transmitting ERP (watts)	0.119	1.588	5.852	12.166	8.174	13.032	5.144	3.553

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	139.700	155.200	150.500	131.100	145.400	147.600	127.600	123.400
Transmitting ERP (watts)	17.060	5.344	6.326	3.080	2.938	13.608	19.087	18.277

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
11	37-43-36.1 N	083-56-30.1 W	428.5	105.2	1041588

Address: 1850 Chestnut Stand Road (76344)
City: IRVINE County: ESTILL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	268.100	191.200	185.400	224.200	235.300	293.800	271.800	266.500
Transmitting ERP (watts)	21.827	35.355	13.530	9.226	0.129	4.117	15.601	31.961

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	268.100	191.200	185.400	224.200	235.300	293.800	271.800	266.500
Transmitting ERP (watts)	0.672	14.167	72.140	103.407	24.559	2.608	0.888	0.327

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	268.100	191.200	185.400	224.200	235.300	293.800	271.800	266.500
Transmitting ERP (watts)	1.492	0.235	0.449	2.041	27.595	98.921	76.583	11.514

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
12	37-22-08.0 N	083-00-10.8 W	529.7	108.2	1043800

Address: 792 AMON FINLEY ROAD (76338)
City: HINDMAN County: KNOTT State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	231.800	219.900	201.700	233.100	202.300	239.000	278.600	245.800
Transmitting ERP (watts)	345.918	142.771	15.858	3.731	0.807	1.018	16.311	138.097

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	231.800	219.900	201.700	233.100	202.300	239.000	278.600	245.800
Transmitting ERP (watts)	1.551	31.288	164.802	238.390	59.476	6.231	2.030	0.777

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	231.800	219.900	201.700	233.100	202.300	239.000	278.600	245.800
Transmitting ERP (watts)	4.316	0.653	1.244	5.580	75.771	271.432	209.105	33.455

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	37-44-34.1 N	083-32-43.4 W	360.0	86.6	1043799

Address: 1726 KY 746 (76340)
City: CAMPTON County: WOLFE State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	105.200	129.700	112.600	121.800	158.600	129.600	97.300	142.500
Transmitting ERP (watts)	113.535	44.045	5.001	1.193	0.243	0.337	5.446	43.123

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	105.200	129.700	112.600	121.800	158.600	129.600	97.300	142.500
Transmitting ERP (watts)	0.641	12.645	67.380	97.109	22.543	2.584	0.854	0.294

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	105.200	129.700	112.600	121.800	158.600	129.600	97.300	142.500
Transmitting ERP (watts)	0.787	0.112	0.226	1.022	13.467	50.517	39.258	5.570

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	37-45-19.1 N	083-20-19.6 W	362.7	93.9	1058724

Address: 929 LEE CITY ROAD (76347)
City: LEE CITY County: WOLFE State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	160.500	126.900	136.400	100.600	123.400	127.200	118.400	134.900
Transmitting ERP (watts)	105.412	44.973	4.744	1.221	0.238	0.320	5.172	42.213

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	160.500	126.900	136.400	100.600	123.400	127.200	118.400	134.900
Transmitting ERP (watts)	0.595	12.504	63.904	97.920	22.073	2.452	0.810	0.293

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	160.500	126.900	136.400	100.600	123.400	127.200	118.400	134.900
Transmitting ERP (watts)	1.345	0.215	0.399	1.899	24.230	89.305	69.406	10.402

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	37-11-21.8 N	083-10-57.4 W	577.6	156.1	1204858

Address: 2620 FOURSEAM BUFFALO ROAD (76349)
City: Hazard County: PERRY State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	361.100	304.700	308.200	300.700	255.900	299.100	341.500	375.800
Transmitting ERP (watts)	120.607	50.344	5.408	1.326	0.280	0.356	5.726	47.544

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	361.100	304.700	308.200	300.700	255.900	299.100	341.500	375.800
Transmitting ERP (watts)	1.079	22.080	114.046	169.090	41.240	4.315	1.412	0.525

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	361.100	304.700	308.200	300.700	255.900	299.100	341.500	375.800
Transmitting ERP (watts)	1.561	0.241	0.451	2.076	27.836	99.507	76.454	11.774

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	37-12-40.4 N	082-36-36.9 W	716.0	128.0	1222747

Address: 699 LINRAN DRIVE (76350)
City: JENKINS County: LETCHER State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	449.600	258.900	252.200	271.800	242.200	295.700	300.600	326.500
Transmitting ERP (watts)	0.562	0.658	0.841	0.365	0.110	0.096	0.097	0.214

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	449.600	258.900	252.200	271.800	242.200	295.700	300.600	326.500
Transmitting ERP (watts)	0.390	0.116	0.125	0.832	9.565	30.462	19.683	2.648

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	449.600	258.900	252.200	271.800	242.200	295.700	300.600	326.500
Transmitting ERP (watts)	48.868	7.353	1.008	0.183	0.318	2.103	23.291	76.831

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	37-25-28.5 N	082-56-07.1 W	514.8	93.0	1246019

Address: 6068 EAST HIGHWAY 80 (80850)
City: Hindman County: KNOTT State: KY Construction Deadline:

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 232.300 300.300 246.700 186.200 173.800 220.100 214.400 203.300
Transmitting ERP (watts) 93.499 72.680 16.930 6.754 0.249 1.848 15.549 67.492

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 232.300 300.300 246.700 186.200 173.800 220.100 214.400 203.300
Transmitting ERP (watts) 2.853 28.250 86.426 109.267 48.855 9.880 5.119 1.857

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 232.300 300.300 246.700 186.200 173.800 220.100 214.400 203.300
Transmitting ERP (watts) 6.962 1.659 2.458 7.317 48.522 94.690 98.650 28.609

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	37-24-06.7 N	083-54-56.1 W	400.2	93.0	1252879

Address: 664 STATE ROAD 1071 (86076)
City: MCKEE County: JACKSON State: KY Construction Deadline:

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 182.900 174.200 158.700 146.400 115.600 116.900 95.600 99.100
Transmitting ERP (watts) 59.149 48.638 10.534 4.195 0.155 1.251 10.442 44.296

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 182.900 174.200 158.700 146.400 115.600 116.900 95.600 99.100
Transmitting ERP (watts) 2.874 30.589 89.034 109.683 50.425 10.217 5.307 1.868

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 182.900 174.200 158.700 146.400 115.600 116.900 95.600 99.100
Transmitting ERP (watts) 4.331 3.245 3.900 5.785 17.854 17.299 21.960 12.442

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	37-39-54.7 N	083-57-20.9 W	415.1	62.2	1272311

Address: 698 Little Doe Creek Road (109702)
City: Estill County: ESTILL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	189.600	137.300	216.800	140.600	175.000	209.200	242.000	246.700
Transmitting ERP (watts)	147.672	98.700	12.008	4.052	0.328	0.354	9.692	72.782

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	189.600	137.300	216.800	140.600	175.000	209.200	242.000	246.700
Transmitting ERP (watts)	0.502	21.583	90.846	147.900	51.365	5.484	1.333	0.318

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	189.600	137.300	216.800	140.600	175.000	209.200	242.000	246.700
Transmitting ERP (watts)	8.223	1.146	0.387	4.798	55.608	132.151	134.692	33.348

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	37-54-33.3 N	083-55-30.3 W	431.9	78.6	1245218

Address: 2271B BLACK CREEK ROAD (76353)
City: CLAY County: POWELL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	225.200	233.700	158.700	270.200	295.200	285.300	261.400	231.600
Transmitting ERP (watts)	0.138	2.791	14.890	20.205	4.916	0.538	0.179	0.103

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	37-14-49.4 N	083-19-33.9 W	432.8	93.6	1272180

Address: Dogwood Ln (106520)
City: Busy County: PERRY State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	172.100	163.400	158.200	101.100	131.500	140.000	142.300	199.400
Transmitting ERP (watts)	155.239	65.080	4.886	0.516	0.312	0.310	9.765	73.998

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	172.100	163.400	158.200	101.100	131.500	140.000	142.300	199.400
Transmitting ERP (watts)	1.558	22.222	110.717	145.006	30.764	1.939	0.302	0.269

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	37-14-49.4 N	083-19-33.9 W	432.8	93.6	1272180

Address: Dogwood Ln (106520)
City: Busy County: PERRY State: KY Construction Deadline:

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 172.100 163.400 158.200 101.100 131.500 140.000 142.300 199.400
Transmitting ERP (watts) 1.049 0.313 0.291 4.476 43.772 139.964 106.333 12.797

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	37-10-34.0 N	082-53-47.0 W	576.1	123.4	1252950

Address: 1125 ARTHURS LOOP(85581)
City: Isom County: LETCHER State: KY Construction Deadline:

Antenna: 1
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 235.200 224.500 218.400 188.600 210.000 292.300 197.500 250.000
Transmitting ERP (watts) 197.029 81.390 8.984 2.219 0.445 0.571 9.626 76.319

Antenna: 2
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 235.200 224.500 218.400 188.600 210.000 292.300 197.500 250.000
Transmitting ERP (watts) 0.557 11.226 58.900 88.634 20.717 2.200 0.784 0.268

Antenna: 3
Maximum Transmitting ERP in Watts: 140.820
Azimuth(from true north) 0 45 90 135 180 225 270 315
Antenna Height AAT (meters) 235.200 224.500 218.400 188.600 210.000 292.300 197.500 250.000
Transmitting ERP (watts) 2.584 0.390 0.738 3.418 44.259 159.691 132.673 19.036

Control Points:

Control Pt. No. 1

Address: 1650 Lyndon Farms Court

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

Waivers/Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN841

File Number:

Print Date:

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

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH398	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 04-14-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA252	Channel Block D	Sub-Market Designator 0	
Market Name Lexington, KY			
1st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLH398

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 05-27-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channel Block A	Sub-Market Designator 19	
Market Name Louisville-Lexington-Evansvill			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

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

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA823	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 02-16-2019	Expiration Date 11-29-2021	Print Date
Market Number CMA452	Channel Block A	Sub-Market Designator 0	
Market Name Kentucky 10 - Powell			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGA823

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number BEA047	Channel Block C	Sub-Market Designator 9	
Market Name Lexington, KY-TN-VA-WV			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD755

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

LOCATION MAP



DRIVING DIRECTIONS

FROM JACKSON COUNTY CIRCUIT COURT CLERK OFFICE
100 MAINS ST, McKEE, KY 40447

- HEAD NORTHEAST TOWARD KY-290 118 FT
- TURN RIGHT ONTO KY-290 7.8 MI
- TURN LEFT ONTO KY-578 W 0.5 MI
- THE DESTINATION WILL BE ON THE RIGHT

BUILDING CODES AND STANDARDS

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

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

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

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

SITE NAME:

ANNVILLE FN

FA #:

13356845

PROPOSED RAW LAND SITE WITH A 195' MONOPOLE
WITH A 4' LIGHTNING ARRESTOR
AND INSTALLATION OF A WIC ON A 10'x16' PATIO WITH A GENERATOR

PREPARED FOR:



PREPARED BY:



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

PROJECT INFORMATION

SITE ADDRESS: HIGHWAY 290
ANNVILLE, KY 40402

LATITUDE (NAD 83): N 37° 19' 28.806"
LONGITUDE (NAD 83): W 83° 58' 28.031"

LATITUDE (NAD DECIMAL): N 37.324668°
LONGITUDE (NAD DECIMAL): W 83.974453°

PARCEL ID: 71-7 & 71-10

JURISDICTION: KENTUCKY PUBLIC SERVICE COMMISSION

PROPERTY OWNER: ANDERSON, LUCILLE & TIM

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

ENGINEER: SMW ENGINEERING
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
CONTACT: JEREMY SHARIT, PE
PHONE: 205-397-6781

POWER: TO BE DETERMINED

FIBER: FIBER COMPANY AWARDED BY AT&T AT FUTURE TIME, CONSULT CM

DRAWING INDEX

T-1 TITLE SHEET & PROJECT INFORMATION

SURVEY

B-1 SITE SURVEY
B-1.1 SITE SURVEY
B-1.2
B-2 500' RADIUS AND ABUTTERS MAP

CIVIL

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

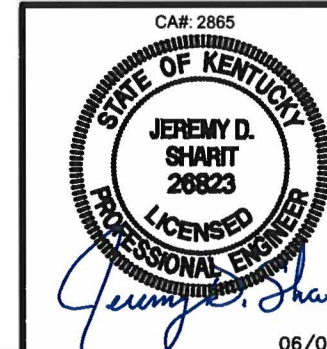
SCOPE OF WORK

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

SITE WORK: NEW TOWER UNMANNED WIC & GENERATOR ON A CONCRETE PAD AND UTILITY INSTALLATIONS.



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



SMW #: 18-0769



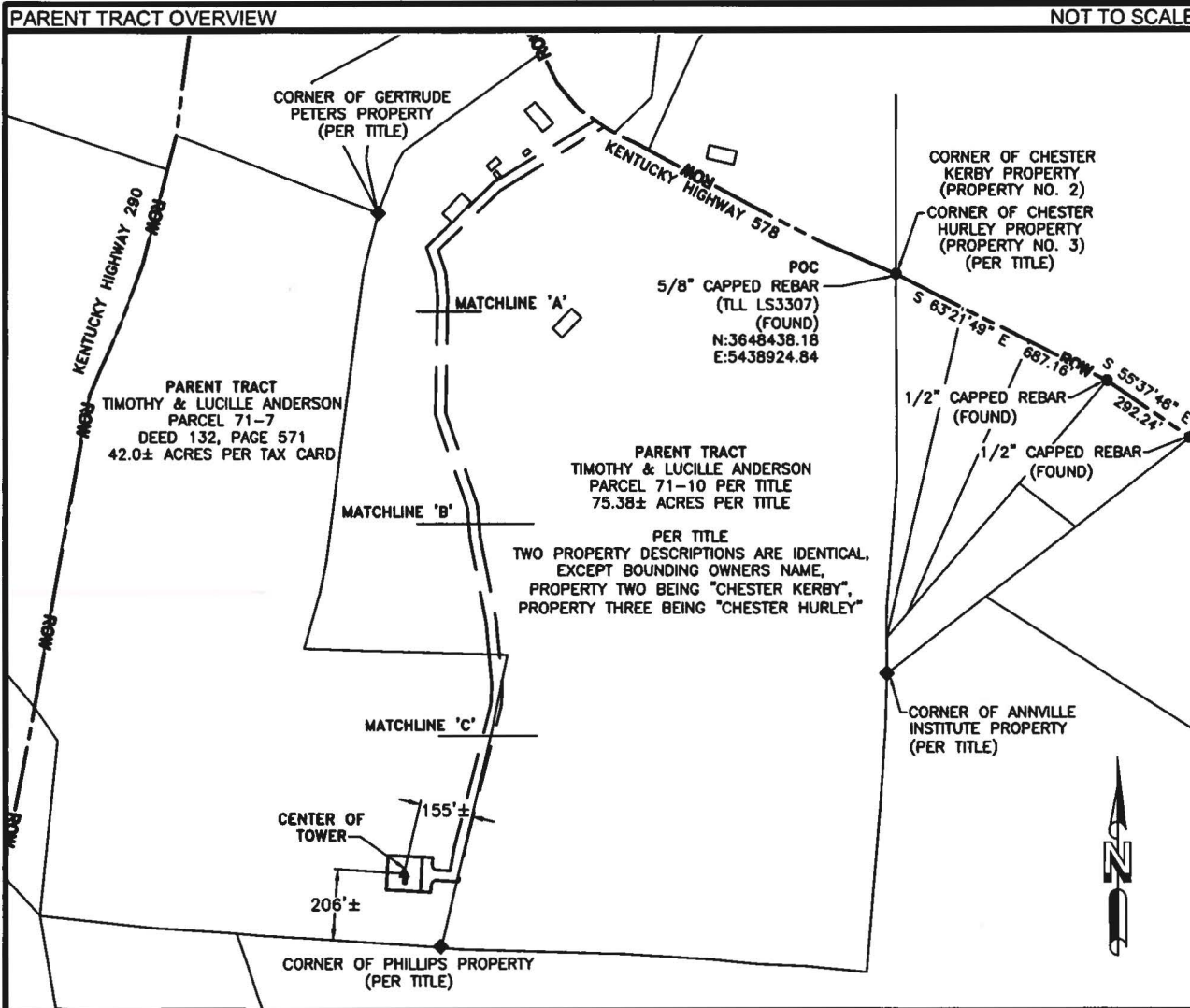
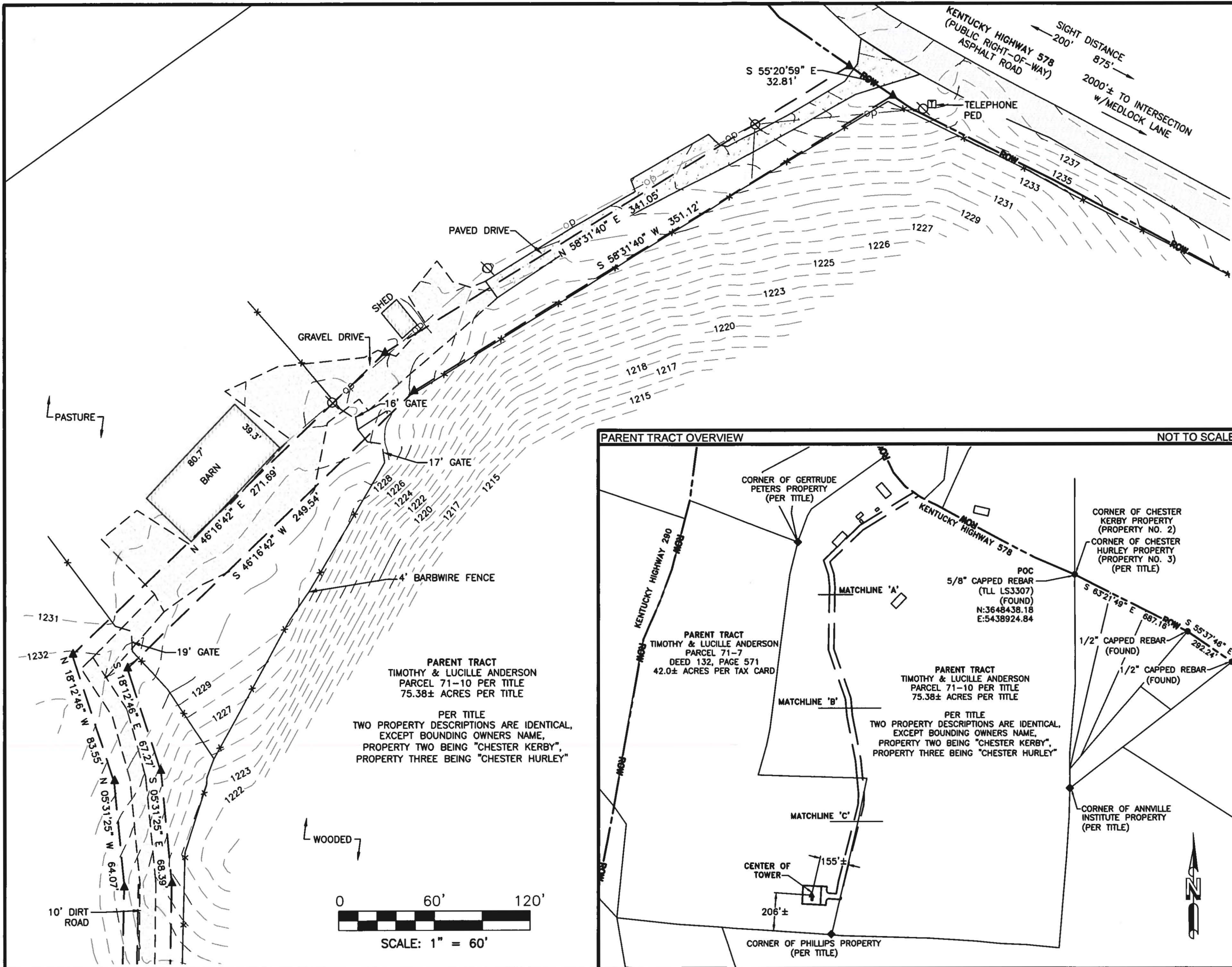
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1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
TITLE SHEET &
PROJECT INFORMATION

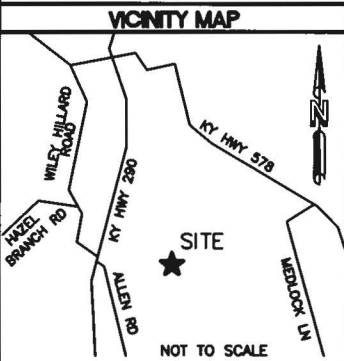
DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845

T-1

06/06/19



TOWER INFO
 LATITUDE: 37°19'28.806" NORTH
 LONGITUDE: 83°58'28.031" WEST
 (NAD 83)
 GROUND ELEVATION: 1232.6'
 ABOVE MEAN SEA LEVEL (NAVD88)



KENTUCKY SINGLE ZONE
 GRID NORTH
 GRID TO TRUE NORTH
 CONVERGENCE
 1'05"
 TRUE NORTH TO MAGNETIC
 DECLINATION
 5'59" W
 COMBINED SCALE FACTOR
 0.999951000

LEGEND

- ◆ = 5/8" REBAR SET
- = FOUND PROPERTY MARKER
- = PROPERTY FENCE CORNER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- P/E = POINT OF ENDING
- TBM = TEMPORARY BENCHMARK
- = CALCULATED POINT
- (R) = REFERENCED INFORMATION
- (M) = MEASURED
- = POWER POLE
- = GUY ANCHOR
- = TELEPHONE PEDESTAL

— = RIGHT-OF-WAY
 --- = OVERHEAD POWER

FLOOD NOTE
 By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 21109C0250C, which bears an effective date of August 3, 2009 and IS NOT in a special flood hazard area. Zone 'X': Area determined to be outside the 0.2% annual chance floodplane.

ANNVILLE FN
 JACKSON COUNTY, KENTUCKY
 PARCEL NO. 71-7
 PARCEL ADDRESS:
 HIGHWAY 290, ANNVILLE, KY 40402
 OWNER: TIM & LUCILLE ANDERSON
 P.O. BOX 368, ANNVILLE, KY 40402



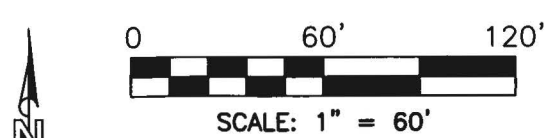
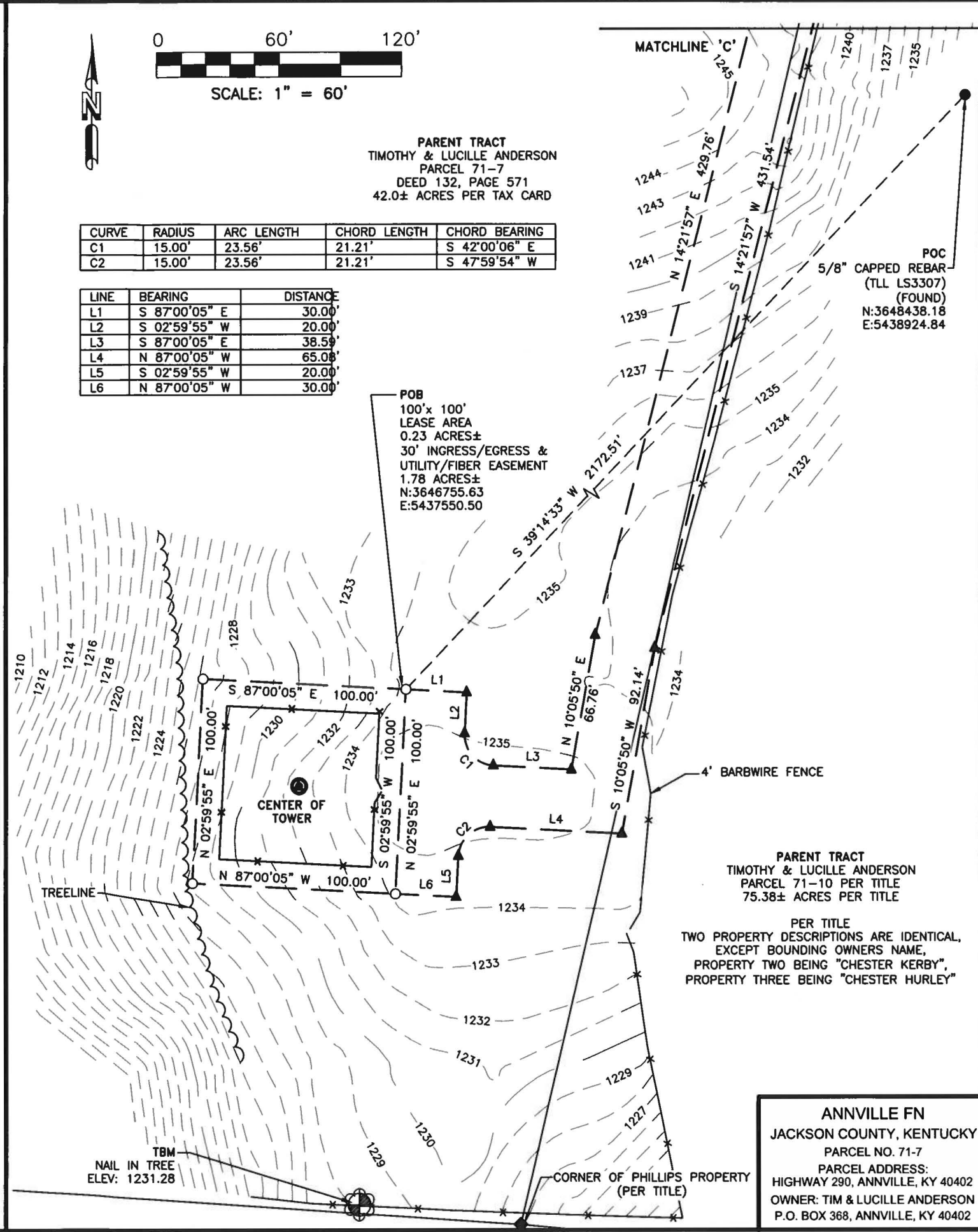
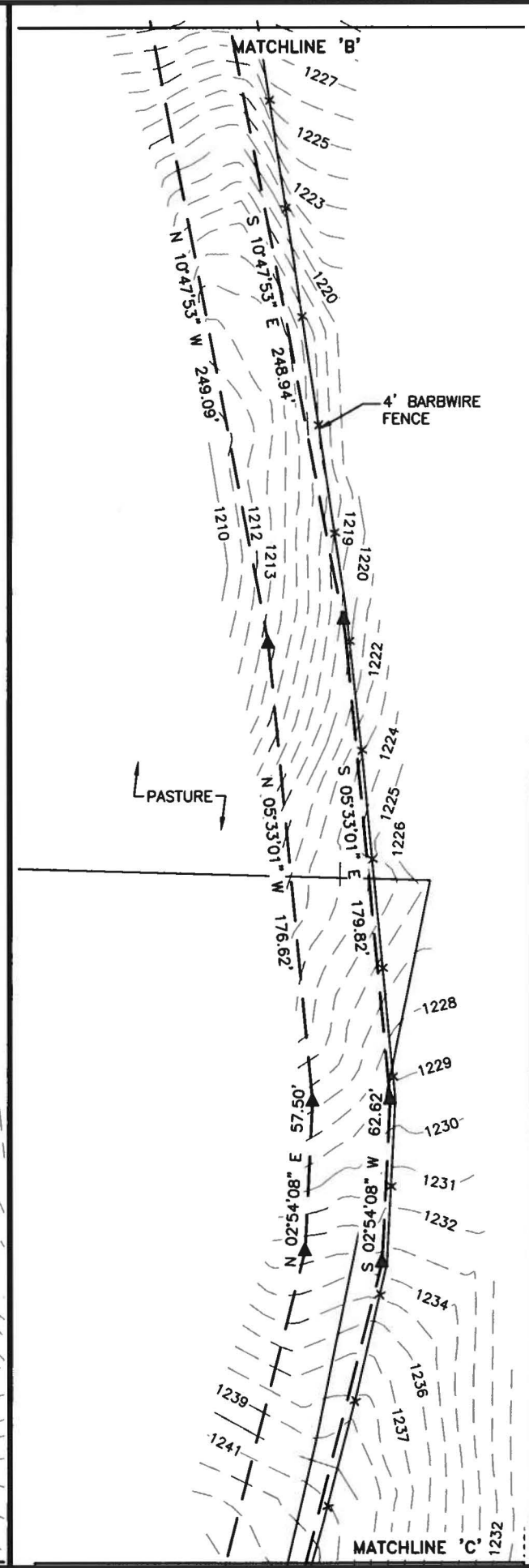
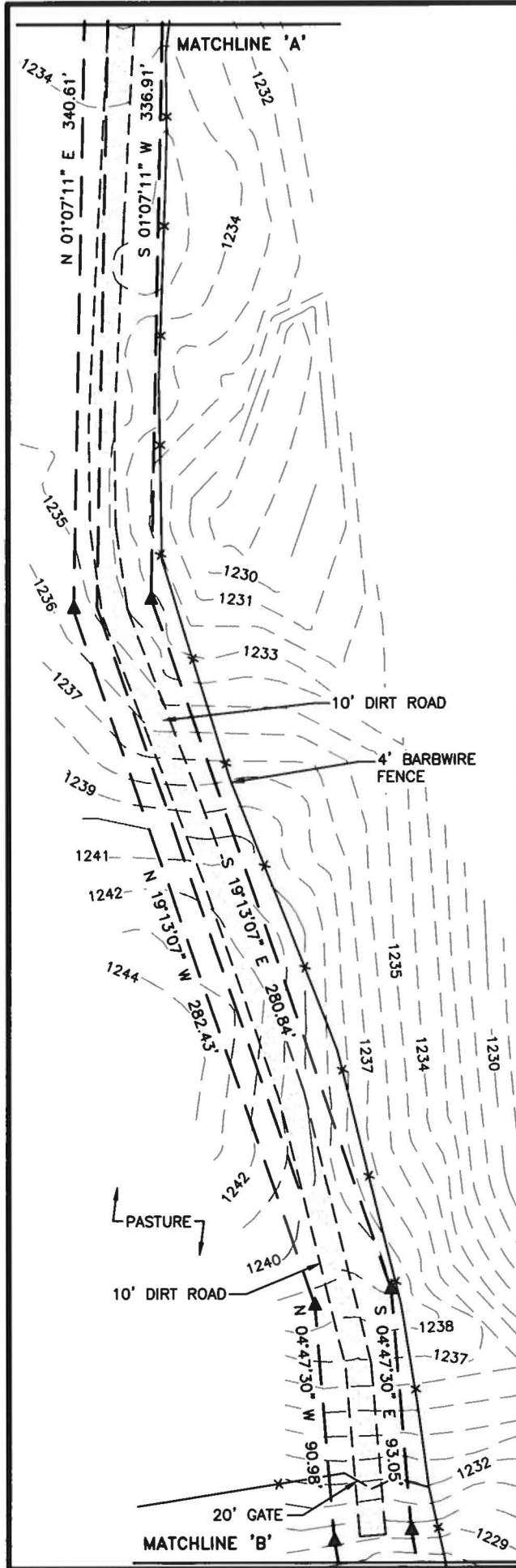
SMW # 18-0769



DESCRIPTION:	DATE	ISSUED FOR CLIENT REV.
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
 SITE SURVEY

DESIGNED: JDS
 DRAWN: BMD
 CHECKED: RTB
 JOB #: 13356845
 B-1



PARENT TRACT
 TIMOTHY & LUCILLE ANDERSON
 PARCEL 71-7
 DEED 132, PAGE 571
 42.0± ACRES PER TAX CARD

POC
 5/8" CAPPED REBAR
 (TLL LS3307)
 (FOUND)
 N:3648438.18
 E:5438924.84

PARENT TRACT
 TIMOTHY & LUCILLE ANDERSON
 PARCEL 71-10 PER TITLE
 75.38± ACRES PER TITLE

PER TITLE
 TWO PROPERTY DESCRIPTIONS ARE IDENTICAL,
 EXCEPT BOUNDING OWNERS NAME,
 PROPERTY TWO BEING "CHESTER KERBY",
 PROPERTY THREE BEING "CHESTER HURLEY"

ANNVILLE FN
 JACKSON COUNTY, KENTUCKY
 PARCEL NO. 71-7
 PARCEL ADDRESS:
 HIGHWAY 290, ANNVILLE, KY 40402
 OWNER: TIM & LUCILLE ANDERSON
 P.O. BOX 368, ANNVILLE, KY 40402

SMW
 ENGINEERING GROUP, INC.
 18-0769

at&t

#	DATE	DESCRIPTION
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN

SITE SURVEY

DESIGNED: JDS
 DRAWN: BMD
 CHECKED: RTB

JOB #: 13356845

B-1.1

PARENT TRACT (DEED BOOK 132, PAGE 571)(PARCEL 71-10)

NOTE: These two property descriptions are identical, with the exception of the bounding owners name in Property Two being "Chester Kerby" and in Property Three being "Chester Hurley" (Property 3 description - shown here from Title)

BEGINNING at a stake on the south side of Highway 578, said stake being a corner to Gertrude Peters property; thence with South right of way of 578, S. 22 degrees E. 100 feet to a stake in said right of way; thence same S. 37 degrees E. 100 feet to a stake in same; thence with same S. 52 degrees E. 100 feet to stake in same; thence with same S. 60 degrees E. 100 feet to a stake in same; thence with same S. 58 degrees 30' E. 500 feet to a stake; thence with same S. 60 degrees E. 100 feet to a stake in right of way; thence with same S. 63 degrees 30' E. 235 feet to a stake, a corner to Chester Hurley property; thence with said Chester Hurley property and old fence S. 3 degrees W. 591 feet to where fence begins; thence with same line S. 8 degrees W. 377 feet to a 20 inch white oak; thence with same fence S. 3 degrees W. 187 feet to a 15 inch white oak, a corner to Annville Institute property thence with the old fence line and said Annville Institute S. 5 degrees W. 151 feet to a 24 inch white oak; thence with same S. 7 degrees W. 216 feet to a 8 inch oak in fence; thence with same S. 8 degrees W. 498 feet to a 30 inch red oak in corner; thence with same N. 81 degrees W. 178 feet to a 6 inch black oak; thence with same fence N. 84 degrees W. 137 feet to a stake in fence; thence with same N. 81 degrees W. 134 feet to a 6 inch white oak; thence with same N. 83 degrees W. 257 feet to a 48 inch poplar; thence with same fence line N. 85 degrees W. 478 feet to a post in fence; thence with same N. 81 degrees W. 52 feet to a corner fence post at the corner of Phillips property line; thence N. 16 degrees 30' E. 648 feet to a post; thence with same N. 15 degrees E. 220 feet to a corner fence post; thence with fence N. 85 degrees W. 588 feet to a corner fence post; thence with fence N. 19 degrees E. 166 feet to a 15 inch white oak; thence with Phillips fence N. 15 degrees E. 93 feet to a fence post; thence with same fence N. 10 degrees 30' E 840 feet to a post; thence with same N. 17 degrees E. 179 feet to a post in the corner of Gertrude Peters property; thence with the aforesaid Gertrude Peters line and fence line N. 24 degrees E. 154 feet to an 18 inch white oak; thence with Peters line N. 34 degrees E. 39 feet to a twin white oak; thence with same line N. 58 degrees E. 495 feet to the beginning, containing 75.38 acres by survey on September 5, 1978.

PARENT TRACT (DEED BOOK 132, PAGE 571)(PARCEL 71-7)

PROPERTY NO. ONE:

TRACT NO. 1: Lying and being on Big Bottom Branch of Pond Creek, and bounded as follows:

BEGINNING at a stone, same being Ora Tussey's corner; thence with Tussey's and Loyd Rader's line to Colledge Company's line to a cross fence on top of Reservoir Hill to a stone; thence North to a White oak and stone in the old John Pennington's survey of 50 acres; thence West with said survey line to the highway to a stone; thence South with said highway to the approach line to the beginning, containing 22 acres be it the same more or less. There has hereto fore been sold off of the stone boundary of land, one acre more or less, to Carlo Melton and wife, Martha Melton, by deed dated August 18, 1951, and of record in Deed Book 58, at page 29, records of the Jackson County Court Clerk's Office.

TRACT NO. 2: Said land lying in Jackson County, Kentucky, on the water of Pond Creek and bounded as follows to-wit:

BEGINNING at a stone on the East side of the State Highway same being Delbert King's corner, thence Eastward 45 poles to a stone, white oak, and hickory, thence North 13 E. 12 poles to two white oaks and hickory, one forks about 6 feet from the ground, thence same direction N. 3 E. 42 poles to 3 small posts oaks, same course with old fence row N. 3.22 poles to a dogwood and stone at the West end of a pair of barrows, thence with the wire fence down corner, thence South with the State Highway right-of-way to the beginning, containing about 20 acres be it the same more or less.

TRACT NO. 3: Said land lying in Jackson County, Kentucky, and on the Big Bottom Branch waters of Pond Creek and bounded as follows:

BEGINNING on a stone at State Highway, same being Elias Moore's corner; thence Eastward corner with the John Pennington's survey and said Tincher's line 314 feet to a stone; thence a Southward course 100 feet to a stone; thence a Westward course 308 feet to a stone and white oak at the State highway; thence Northward 180 feet to the beginning, containing 1 1/4 acres be it the same more or less.

100' x 100' LEASE AREA (AS-SURVEYED)

A portion of the Anderson tract described in Deed 132, Page 571 as recorded in the Office of County Clerk for Jackson County, Kentucky, being in the South side of Highway 578, Jackson County, Kentucky, and being more particularly described as follows;

Commencing at a 5/8" capped rebar (TLL LS3307) (having Kentucky Single Zone State Plane Coordinates of N:3648438.18, E:5438924.84) found in place on the southerly right-of-way line of Highway 578 and marking the NE Corner of said tract; thence S 39°14'33" W for a distance of 2172.51 feet to a 5/8" rebar set and the Point of Beginning; said rebar having Kentucky Single Zone State Plane Coordinates of N:3646755.63, E:5437550.50; thence S 02°59'55" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 87°00'05" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 02°59'55" E for a distance of 100.00 feet to a 5/8" rebar set; thence S 87°00'05" E for a distance of 100.00 feet to the Point of Beginning. Said Lease area contains 0.23 acres.

30' INGRESS/EGRESS & UTILITY/FIBER EASEMENT (AS-SURVEYED)

A portion of the Anderson tract described in Deed 132, Page 571 as recorded in the Office of County Clerk for Jackson County, Kentucky, being in the South side of Highway 578, Jackson County, Kentucky, and being more particularly described as follows;

Commencing at a 5/8" capped rebar (TLL LS3307) (having Kentucky Single Zone State Plane Coordinates of N:3648438.18, E:5438924.84) found in place on the southerly right-of-way line of Highway 578 and marking the NE Corner of said tract; thence S 39°14'33" W for a distance of 2172.51 feet to a 5/8" rebar set and the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width; said rebar having Kentucky Single Zone State Plane Coordinates of N:3646755.63, E:5437550.50; thence S 87°00'05" E for a distance of 30.00 feet to a point; thence S 02°59'55" W for a distance of 20.00 feet to a point; thence with a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet and a chord bearing and distance of S 42°00'06" E, 21.21 feet to a point; thence S 87°00'05" E for a distance of 38.59 feet to a point; thence N 10°05'50" E for a distance of 66.76 feet to a point; thence N 14°21'57" E for a distance of 429.76 feet to a point; thence N 02°54'08" E for a distance of 57.50 feet to a point; thence N 05°33'01" W for a distance of 176.62 feet to a point; thence N 10°47'53" W for a distance of 249.09 feet to a point; thence N 04°47'30" W for a distance of 90.98 feet to a point; thence N 19°13'07" W for a distance of 282.43 feet to a point; thence N 01°07'11" E for a distance of 340.61 feet to a point; thence N 05°31'25" W for a distance of 64.07 feet to a point; thence N 18°12'46" W for a distance of 83.55 feet to a point; thence N 46°16'42" E for a distance of 271.69 feet to a point; thence N 58°31'40" E for a distance of 341.05 feet to a point on the southerly right-of-way line of Highway 578; thence S 55°20'59" E along said right-of-way line for a distance of 32.81 feet to a point; thence S 58°31'40" W leaving said right-of-way line for a distance of 351.12 feet to a point; thence S 46°16'42" W for a distance of 249.54 feet to a point; thence S 18°12'46" E for a distance of 67.27 feet to a point; thence S 05°31'25" E for a distance of 68.39 feet to a point; thence S 01°07'11" W for a distance of 336.91 feet to a point; thence S 19°13'07" E for a distance of 280.84 feet to a point; thence S 04°47'30" E for a distance of 93.05 feet to a point; thence S 10°47'53" E for a distance of 248.94 feet to a point; thence S 05°33'01" E for a distance of 179.82 feet to a point; thence S 02°54'08" W for a distance of 62.62 feet to a point; thence S 14°21'57" W for a distance of 431.54 feet to a point; thence S 10°05'50" W for a distance of 92.14 feet to a point; thence N 87°00'05" W for a distance of 65.08 feet to a point; thence with a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet and a chord bearing and distance of S 47°59'54" W, 21.21 feet to a point; thence S 02°59'55" W for a distance of 20.00 feet to a point; thence N 87°00'05" W for a distance of 30.00 feet to a point; thence N 02°59'55" E for a distance of 100.00 feet and the Point of Beginning. Said easement contains (78187.9 sq. ft.) 1.79 acres, more or less.

PLOTTABLE EXCEPTIONS (PARCEL 71-10)

U.S. Title Solutions
Commitment for Title Insurance File No. 59025-KY1801-5030
Date January 11, 2018
Schedule B, Section II

Exception No.	Instrument	Comment
1-4		Standard exceptions. Contain no survey matters.
5	Judgement, Liens and UCC	None within period searched
6	Covenants/Restrictions	None within period searched
7	Book 7, page 65 (Utility Easement)	Unable to determine effects, supportive documents lack sufficient data to locate on survey.
8	Book 49, page 90 (Oil and Gas Lease)	Does affect the subject Lease area and easement, is blanket in nature, not shown hereon.
	Mortgage Schedule	None within period searched

PLOTTABLE EXCEPTIONS (PARCEL 71-7)

U.S. Title Solutions
Commitment for Title Insurance File No. 60065-KY1804-5030
Date May 17, 2018
Schedule B, Section II

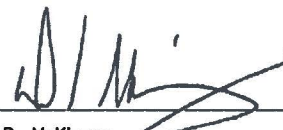
Exception No.	Instrument	Comment
1-4		Standard exceptions. Contain no survey matters.
5	Judgement, Liens and UCC	None within period searched
6	Covenants/Restrictions	None within period searched
7	Easements and Rights of Way	None within period searched
	Mortgage Schedule	None within period searched

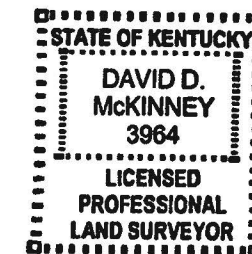
SURVEYOR'S NOTES

- This is a Raw Land Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 21, 2018.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
- Bearings are based on Kentucky Single Zone State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DK3330. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Raw Land Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted with the benefit of an Abstract Title Search.
- This survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KAR 18:150.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
- The Lease Area, and Access and Utility Easement shown hereon was provided by IntegriSite dated March 9, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy.
- Zoning Information
Jurisdiction: Kentucky Public Service Commission
Zoning Required: Yes, through PSC

SURVEYOR'S CERTIFICATION

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


David D. McKinney
Kentucky License No. 3964



ANNVILLE FN
JACKSON COUNTY, KENTUCKY
PARCEL NO. 71-7
PARCEL ADDRESS:
HIGHWAY 290, ANNVILLE, KY 40402
OWNER: TIM & LUCILLE ANDERSON
P.O. BOX 368, ANNVILLE, KY 40402

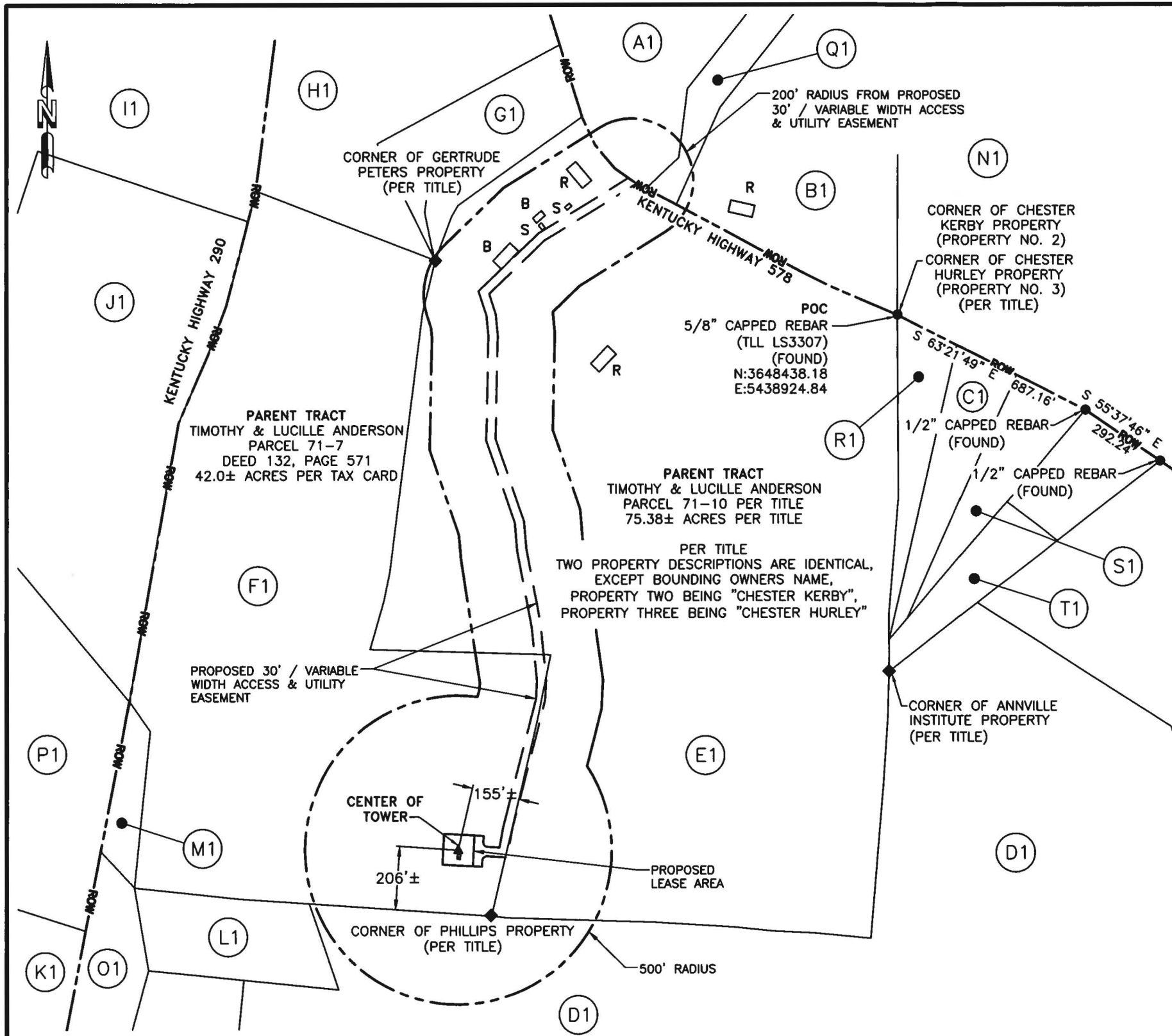


#	DATE	DESCRIPTION
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
SITE SURVEY

DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845

B-1.2



- (A1) PARCEL ID: 71-10A YORK, JERRY
1232 HWY 578 N
ANNVILLE, KY 40402
- (B1) PARCEL ID: 71-11 KING LINDA JOY & RICK
1058 HWY 578 N
ANNVILLE, KY 40402
- (C1) PARCEL ID: 71C-35 BALL JUDY & FREDDIE
250 MILDRED RD
MCKEE, KY 40447
- (D1) PARCEL ID: 71C-12 ANNVILLE INSTITUTE
ANNVILLE
ANNVILLE, KY 40402
- (E1) PARCEL ID: 71-10 ANDERSON, LUCILLE & TIM
% CARPENTER TRUCKING
PO BOX 368
ANNVILLE, KY 40402
- (F1) PARCEL ID: 71-7 ANDERSON, LUCILLE & TIM
% CARPENTER TRUCKING
PO BOX 368
ANNVILLE, KY 40402
- (G1) PARCEL ID: 71-10B GABBARD, GARLAND & JACKIE
1153 HWY 578 N
ANNVILLE, KY 40402
- (H1) PARCEL ID: 71-3 PETERS, ROBERT DAVID & ROBYN
395 LONE OAK RD
MT VERNON, KY 40456
- (I1) PARCEL ID: 71-5 HILLARD, MYRL GENE
253 WILEY HILLARD RD
ANNVILLE, KY 40402
- (J1) PARCEL ID: 71-6B WORD JEROME & JANET ENGLE-WORD
81 SHERMAN LN
LONDON, KY 40741
- (K1) PARCEL ID: 59SE-38 BOTNER, JACK & ZETTA
151 ANNA MOORE RD
ANNVILLE, KY 40402
- (L1) PARCEL ID: 71C-2 ALLEN DANNY & JENNINE
29 ALLEN ROAD
ANNVILLE, KY 40402
- (M1) PARCEL ID: 71C-1 TAMMY PETERS
702 HAZLE BRANCH ROAD
ANNVILLE, KY 40402
- (N1) PARCEL ID: 71-12A CHARLIE & MARY LOU CODY
918 HIGHWAY 578 N
ANNVILLE, KY 40402
- (O1) PARCEL ID: 71C-4 MELISSA GALE ALLEN
(JERRY & MELISSA GABBARD)
%JACKSON COUNTY BANK
P.O. BOX 485, MCKEE, KY 40447
- (P1) PARCEL ID: 71-6C REECE LINDA
PO BOX 8
ANNVILLE, KY 40402
- (Q1) PARCEL ID: 71-11B KING G. W. CEMETERY
HWY 578 N
ANNVILLE, KY 40402
- (R1) PARCEL ID: 71C-35A KERBY KENNETH & PAULINE
887 HWY 578 N
ANNVILLE, KY 40402
- (S1) PARCEL ID: 71C-35B CODY JD & BERTHA HEIRS
C/O MARY JEAN PARRETT
383 HAZEL BRANCH RD
ANNVILLE, KY 40402
- (T1) PARCEL ID: 71C-35C KERBY JOHN DOUGLAS & MATTIE
C/O PETE & ETHEL TRUETT
649 MEDLOCK LANE
ANNVILLE, KY 40402

EXISTING BUILDINGS
R = RESIDENCE
B = BARN
S = SHED
G = GARAGE

NOTE:
INFORMATION COMPILED ON 05/07/19
INFORMATION SHOWN IS BASED ON THE RECORDS
OF THE JACKSON COUNTY, KENTUCKY PROPERTY
VALUATION ADMINISTRATOR



#	DATE	DESCRIPTION:
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
**500' RADIUS AND
ABUTTERS MAP**

DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845



#	DATE	DESCRIPTION
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
OVERALL SITE LAYOUT

DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845

C-1

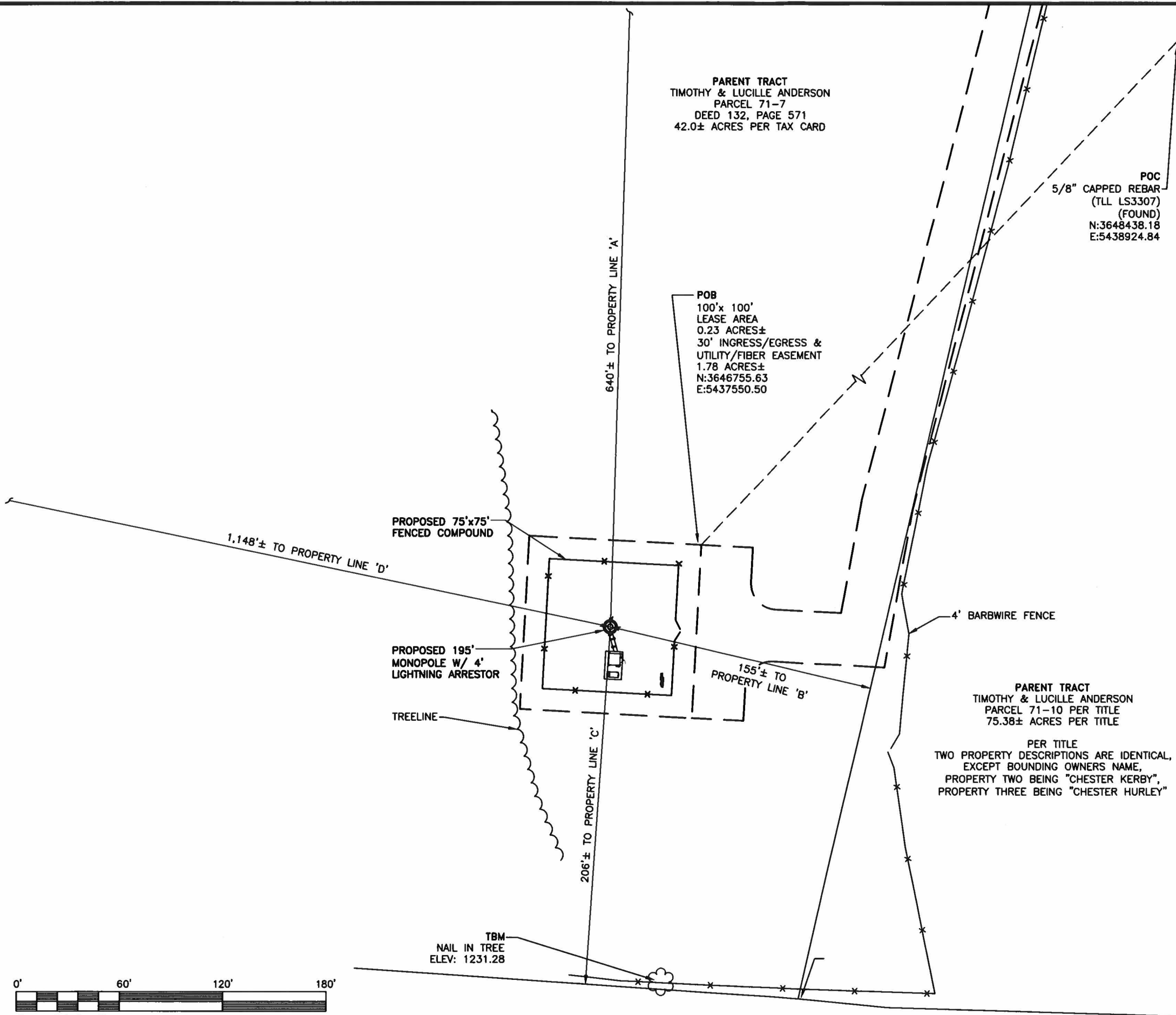
PARENT TRACT
TIMOTHY & LUCILLE ANDERSON
PARCEL 71-7
DEED 132, PAGE 571
42.0± ACRES PER TAX CARD

POC
5/8" CAPPED REBAR
(TLL LS3307)
(FOUND)
N:3648438.18
E:5438924.84

POB
100'x 100'
LEASE AREA
0.23 ACRES±
30' INGRESS/EGRESS &
UTILITY/FIBER EASEMENT
1.78 ACRES±
N:3646755.63
E:5437550.50

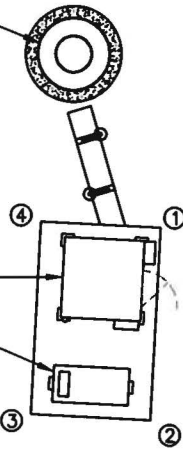
PARENT TRACT
TIMOTHY & LUCILLE ANDERSON
PARCEL 71-10 PER TITLE
75.38± ACRES PER TITLE

PER TITLE
TWO PROPERTY DESCRIPTIONS ARE IDENTICAL,
EXCEPT BOUNDING OWNERS NAME,
PROPERTY TWO BEING "CHESTER KERBY",
PROPERTY THREE BEING "CHESTER HURLEY"



Jeremy D. Sharit
06/06/19

PROPOSED 195' MONOPOLE
W/ 4' LIGHTNING ARRESTOR



PROPOSED WIC ON A
10'x16' PAD

PROPOSED GENERATOR
ON 10'x16' PAD

PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	655'±
B	2	143'±
C	3	178'±
D	4	1,150'±

ENLARGED EQUIPMENT
NOT TO SCALE

PARENT TRACT
TIMOTHY & LUCILLE ANDERSON
PARCEL 71-7
DEED 132, PAGE 571
42.0± ACRES PER TAX CARD

POC
5/8" CAPPED REBAR
(TLL LS3307)
(FOUND)
N:3648438.18
E:5438924.84

POB
100'x 100'
LEASE AREA
0.23 ACRES±
30' INGRESS/EGRESS &
UTILITY/FIBER EASEMENT
1.78 ACRES±
N:3646755.63
E:5437550.50

PROPOSED 75'x75'
FENCED COMPOUND

PROPOSED 195'
MONOPOLE W/ 4'
LIGHTNING ARRESTOR

TREELINE

4' BARBWIRE FENCE

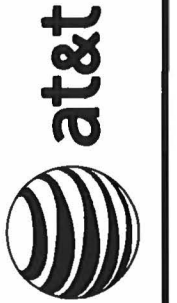
PARENT TRACT
TIMOTHY & LUCILLE ANDERSON
PARCEL 71-10 PER TITLE
75.38± ACRES PER TITLE

PER TITLE
TWO PROPERTY DESCRIPTIONS ARE IDENTICAL,
EXCEPT BOUNDING OWNERS NAME,
PROPERTY TWO BEING "CHESTER KERBY",
PROPERTY THREE BEING "CHESTER HURLEY"

TBM
NAIL IN TREE
ELEV: 1231.28



SMW #: 18-0769



#	DATE	DESCRIPTION:
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN

OVERALL SITE
LAYOUT - CONT'D

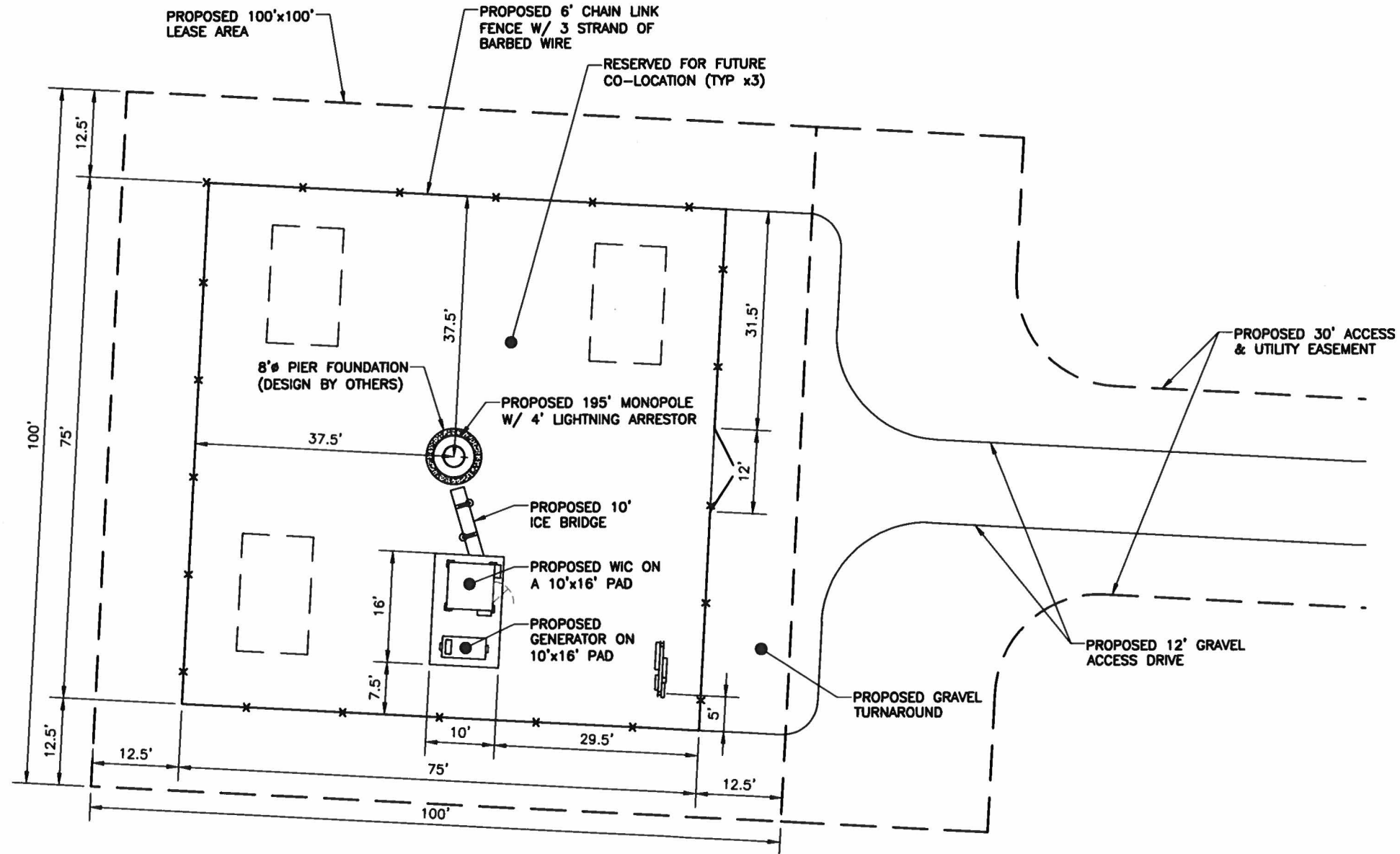
DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845

C-2

CA#: 2865

DESIGNED BY: *Jeremy D. Shart*
06/06/19

EXISTING TREES TO BE REMOVED WITHIN COMPOUND AND EASEMENT. CONTRACTOR TO FIELD VERIFY BEFORE CONSTRUCTION



SMW #: 18-0769



#	DATE	DESCRIPTION:
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
ENLARGED COMPOUND
LAYOUT

DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845

C-3

CA#: 2865

JEREMY D. SHART
26823
LICENSED PROFESSIONAL ENGINEER

Jeremy D. Shart

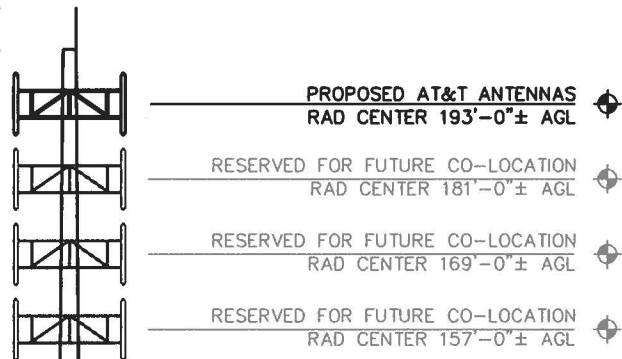
06/06/19

TOWER NOTES

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

◆ TOTAL TOWER HEIGHT
±199'-0" AGL

◆ TOP OF TOWER
±195'-0" AGL



PROPOSED AT&T ANTENNAS
RAD CENTER 193'-0"± AGL

RESERVED FOR FUTURE CO-LOCATION
RAD CENTER 181'-0"± AGL

RESERVED FOR FUTURE CO-LOCATION
RAD CENTER 169'-0"± AGL

RESERVED FOR FUTURE CO-LOCATION
RAD CENTER 157'-0"± AGL

PROPOSED 195'
MONOPOLE

PROPOSED WIC
WITH GENERATOR
ON 10'x16' PATIO

T/ FINISHED GRADE

1 TOWER ELEVATION
C-4 NOT TO SCALE

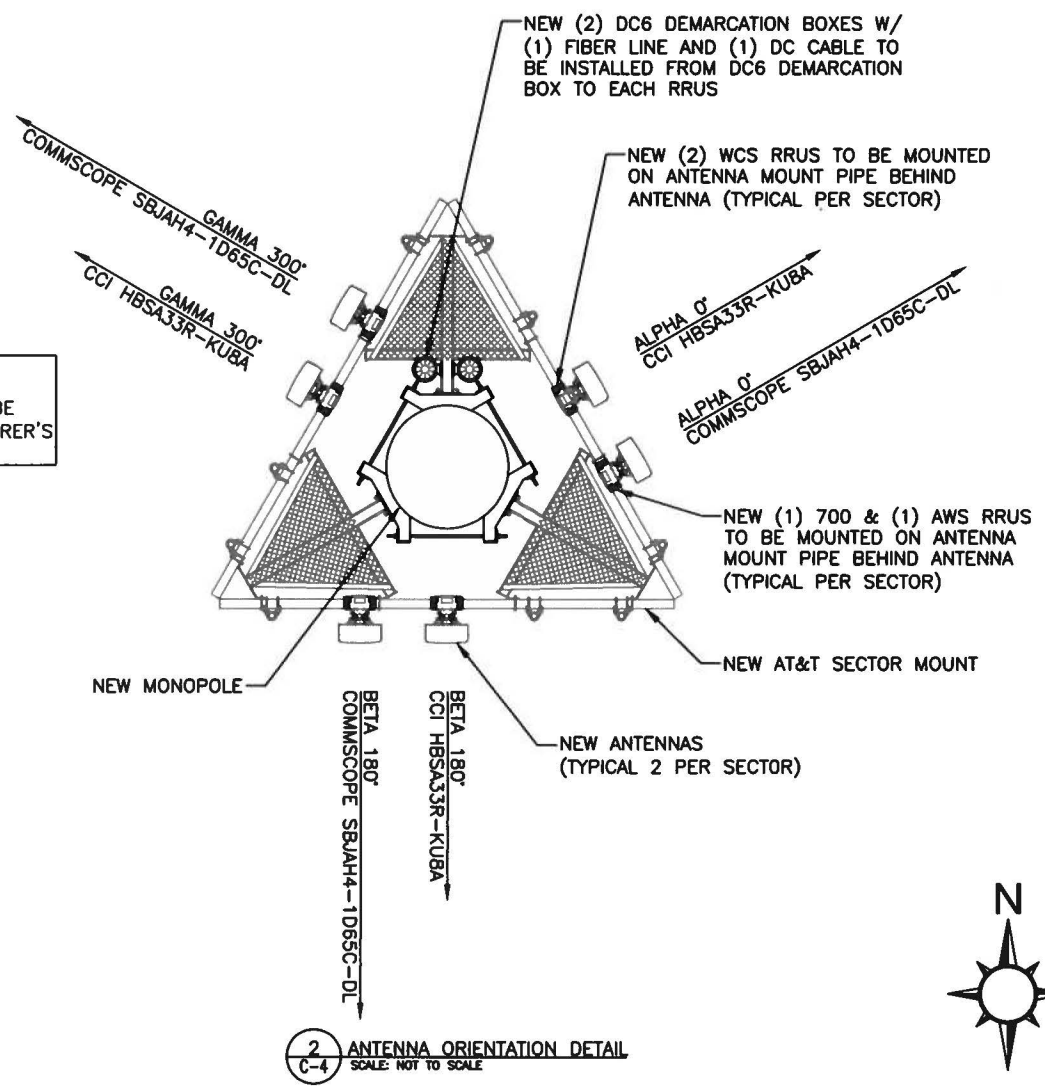
NOTE:
ALL CONNECTIONS FOR HANGERS,
SUPPORTS, BRACING, ETC SHALL BE
INSTALLED PER TOWER MANUFACTURER'S
STANDARD DETAILS.

INNERDUCT IS REQUIRED TO BE
ROUTED INSIDE MONOPOLE

REFER TO CURRENT RFDS
FOR EQUIPMENT INFORMATION

NOTE:
ANTENNA LAYOUT PER PAGE 34
OF THE TNKY GULF STATES
TOWER STANDARDS 2-5-19

FINAL ANTENNA LAYOUT
WILL BE IN ACCORDANCE
WITH THE LATEST RFDS



2 ANTENNA ORIENTATION DETAIL
C-4 SCALE: NOT TO SCALE



#	DATE	DESCRIPTION:
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN

TOWER ELEVATION

DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845

C-4

CA#: 2865

STATE OF KENTUCKY
JEREMY D. SHARIT
26823
LICENSED PROFESSIONAL ENGINEER

Jeremy D. Sharit

06/06/19

EXHIBIT C
TOWER AND FOUNDATION DESIGN



December 20th, 2018

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

RE: Site Name – Annville FN
Proposed Cell Tower
37 19 28.81 North Latitude, 83 58 28.03 West Longitude

Dear Commissioners:

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Don Murdock".

Don Murdock, Sr. Project Manager – Tennessee/Kentucky Market
MasTec Network Solutions
(615) 207-8280



Structural Design Report
195' Monopole
Site: Annville FN, KY

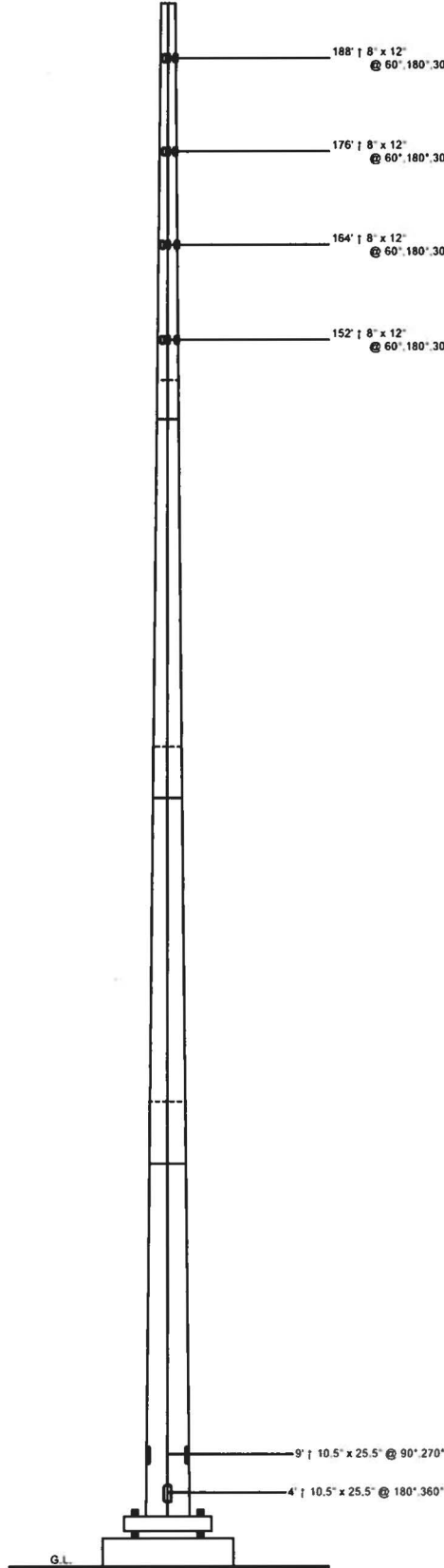
Prepared for: AT&T
by: Sabre Towers & Poles™

Job Number: 430599
Revision A
June 6, 2019

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



Length (ft)	53'-3"	53'-6"	53'-6"	53'-3"	18	53'-3"	53'-6"	53'-3"	4658
Number Of Sides									
Thickness (in)									
Lap Splice (ft)									
Top Diameter (in)									
Bottom Diameter (in)									
Taper (in/ft)									
Grade									
Weight (lbs)									
Overall Steel Height (ft)									



Designed Appurtenance Loading

Elev	Description	Tx-Line
190	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
178	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
166	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
154	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	1

Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (R-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	85.97	51.87	8243.25	17.79	10.55
3s Gusted Wind 0.9 Dead	64.46	51.82	8064.97	17.29	10.21
3s Gusted Wind&Ice	135.86	10.22	1805.52	4.14	2.42
Service Loads	71.67	15.94	2518.28	5.55	3.25

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81.5"	2.25"	75.75"	22	2.25"

Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2664.2	A615-75	Galv

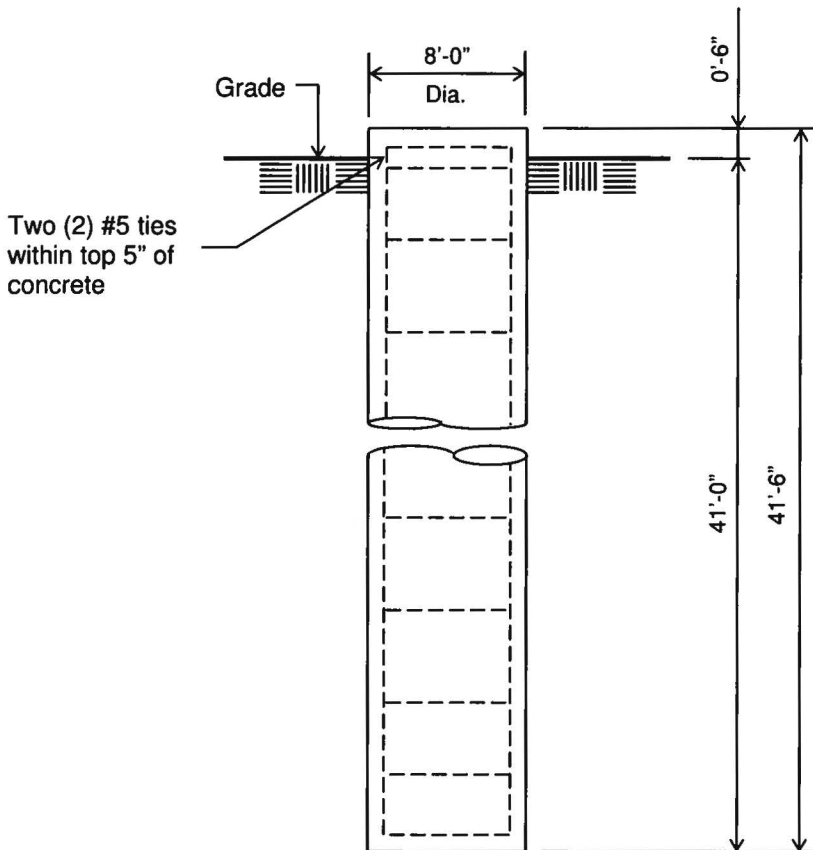
Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2015 International Building Code.
- 6) Tower Rating: 99.7%

<p>Sabre Industries Towers and Poles</p> <p>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</p>	<p>Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone (712) 258-6690 Fax: (712) 279-0814</p>	<p>Job: 430599A</p> <p>Customer: AT&T</p> <p>Site Name: Annnville FN, KY</p> <p>Description: 195' Monopole</p> <p>Date: 6/6/2019 By: REB</p>
---	---	--

Customer: AT&T
Site: Anville FN, KY
195' Monopole

PRELIMINARY - NOT FOR CONSTRUCTION-



Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:
 Moment = 8,243.25 k-ft
 Axial = 85.97 k
 Shear = 51.87 k

ELEVATION VIEW

(77.26 Cu. Yds.)

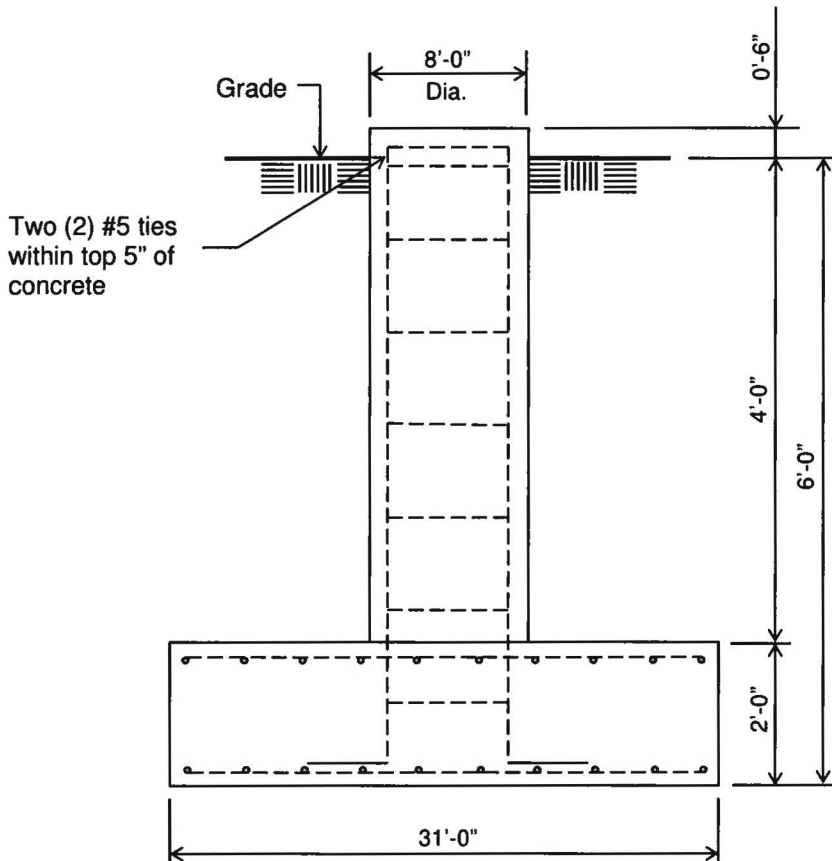
(1 REQUIRED; NOT TO SCALE)

Rebar Schedule for Pier	
Pier	(42) #10 vertical rebar w/ #5 ties, two within top 5" of pier, then 7" C/C

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Customer: AT&T
Site: Anville FN, KY
195' Monopole

PRELIMINARY -NOT FOR CONSTRUCTION-



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

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4 ft of soil cover is required over the entire area of the foundation slab.
- 7) The foundation is based on the following factored loads:
Moment = 8,243.25 k-ft
Axial = 85.97 k
Shear = 51.87 k

Rebar Schedule for Pad and Pier	
Pier	(44) #9 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C
Pad	(62) #8 horizontal rebar evenly spaced each way top and bottom (248 total)

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430599A

=====

(USA 222-G) - Monopole Spatial Analysis (c)2015 Guymast Inc.

Tel:(416)736-7453 Fax:(416)736-4372 Web:www.guymast.com

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Sabre Towers and Poles on: 6 jun 2019 at: 13:35:55

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195' Monopole / Annville FN, KY

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

POLE GEOMETRY

=====

ELEV ft	SECTION NAME	No. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES ◆*Pn ◆*Mn kip ft-kip	SPLICE TYPE	...OVERLAP... LENGTH ft	RATIO	w/t
194.0	A	18	21.83	0.250	1252.8 545.5				13.4
145.7	A/B	18	34.24	0.250	1804.6 1242.8	SLIP	5.00	1.74	
140.7	B	18	35.03	0.375	3017.7 2111.8				14.5
98.7	B/C	18	45.82	0.375	3763.9 3462.8	SLIP	6.50	1.69	
92.2	C	18	46.76	0.438	4653.7 4358.3				16.8
53.2	C/D	18	56.76	0.438	5335.7 6087.1	SLIP	8.00	1.68	
45.2	D	18	57.96	0.438	5409.5 6303.5				21.2
0.0			69.59	0.438	6041.2 8473.8				

POLE ASSEMBLY

=====

SECTION NAME	BASE ELEV ft	BOLTS NUMBER	AT BASE TYPE	OF SECTION DIAM in	STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A	140.750	0	A325	0.00	92.0	0	140.750
B	92.250	0	A325	0.00	92.0	0	92.250
C	45.250	0	A325	0.00	92.0	0	45.250
D	0.000	0	A325	0.00	92.0	0	0.000

POLE SECTIONS

=====

SECTION NAME	No. of SIDES	LENGTH ft	OUTSIDE DIAMETER BOT * in	TOP * in	BEND RAD in	MAT- ERIAL ID	FLANGE.ID BOT	TOP	FLANGE.WELD ..GROUP.ID.. BOT	TOP
A	18	53.25	35.53	21.83	0.000	1	0	0	0	0
B	18	53.50	47.51	33.74	0.000	2	0	0	0	0
C	18	53.50	58.84	45.07	0.000	3	0	0	0	0
D	18	53.25	69.59	55.89	0.000	4	0	0	0	0

430599A

* - Diameter of circumscribed circle

MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY	
			& deg	in	in	WEB	FLANGE	.PROJECTION. % OF ORIENT AREA	deg
PL	1	1	0.0	35.53	0.25	0.250	0.250	0.00	0.0
PL	2	1	0.0	47.51	0.38	0.375	0.375	0.00	0.0
PL	3	1	0.0	58.84	0.44	0.438	0.438	0.00	0.0
PL	4	1	0.0	69.59	0.44	0.438	0.438	0.00	0.0

& - with respect to vertical

MATERIAL PROPERTIES

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

* only 3 condition(s) shown in full

* Some concentrated wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

105 mph Ultimate wind with no ice. wind Azimuth: 0♦

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	11.3104	7.2000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	8.3470	4.8000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000
C	165.000	0.00	0.0	0.0	8.2253	4.8000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	8.0964	4.8000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0525	0.0756	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0525	0.0756	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0604	0.0887	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0604	0.0887	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0679	0.1018	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0679	0.1018	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0726	0.2734	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0726	0.2734	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0755	0.1746	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0755	0.1746	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0810	0.1917	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0810	0.1917	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0859	0.2088	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0859	0.2088	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0892	0.4755	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0892	0.4755	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0905	0.2681	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0905	0.2681	0.0000	0.0000

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D	79.250	0.00	180.0	0.0	0.0935	0.2866	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0935	0.2866	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0955	0.3051	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0955	0.3051	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0963	0.6357	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0963	0.6357	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0951	0.3294	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0880	0.3617	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0881	0.3778	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0881	0.3778	0.0000	0.0000

LOADING CONDITION M

105 mph Ultimate wind with no ice. wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AZI	AT AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.1843	0.0000	0.0000
C	189.000	0.00	0.0	0.0	11.3104	5.4000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	2.9821	0.0000	0.0000
C	177.000	0.00	0.0	0.0	8.3470	3.6000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	2.7799	0.0000	0.0000
C	165.000	0.00	0.0	0.0	8.2253	3.6000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.5777	0.0000	0.0000
C	153.000	0.00	0.0	0.0	8.0964	3.6000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0526	0.0567	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0680	0.0763	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0726	0.2050	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0726	0.2050	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0755	0.1310	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0755	0.1310	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0810	0.1438	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0810	0.1438	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0859	0.1566	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0859	0.1566	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0892	0.3566	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0892	0.3566	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0905	0.2011	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0905	0.2011	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0935	0.2149	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0935	0.2149	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0955	0.2288	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0955	0.2288	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0963	0.4768	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0963	0.4768	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0951	0.2470	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0880	0.2713	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0881	0.2834	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0881	0.2834	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 1.5 ice. Wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AZI	AT AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	1.6678	17.9218	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	1.9861	11.9014	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000

430599A								
C	165.000	0.00	0.0	0.0	1.9484	11.8520	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	1.9087	11.7993	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0095	0.1316	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0095	0.1316	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0108	0.1531	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0108	0.1531	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0119	0.1743	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0119	0.1743	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0126	0.3512	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0126	0.3512	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0131	0.2560	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0131	0.2560	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0139	0.2796	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0139	0.2796	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0146	0.3030	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0146	0.3030	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0151	0.5741	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0151	0.5741	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0153	0.3691	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0153	0.3691	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0157	0.3926	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0157	0.3926	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0160	0.4156	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0160	0.4156	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0161	0.7492	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0161	0.7492	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0158	0.4437	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0145	0.4770	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0145	0.4862	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0145	0.4862	0.0000	0.0000

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195' Monopole / Annville FN, KY

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)
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MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	17.79K	0.04I	2.31B	10.55K	0.02I	0.000
177.9	14.94K	0.04I	1.79B	10.39K	0.02I	0.000
161.8	12.19K	0.03I	1.31B	9.67K	0.02I	0.000
145.7	9.70K	0.03I	0.92B	8.45K	0.02I	0.000
140.7	8.99K	0.02I	0.81B	8.15K	0.02I	0.00B
126.7	7.15K	0.02I	0.57B	7.18K	0.02I	0.00B
112.7	5.55K	0.02I	0.38B	6.17K	0.02I	0.00B
98.7	4.17K	0.01I	0.25B	5.18K	0.01I	0.00B
92.2	3.61K	0.01I	0.20B	4.79K	0.01I	0.00B
79.2	2.62K	0.01I	0.12B	4.01K	0.01I	0.00B
66.2	1.80K	0.01I	0.07K	3.26K	0.01I	0.00B
53.2	1.14K	0.00I	0.03K	2.56K	0.01I	0.00B

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45.2	0.82K	0.00I	0.02K	2.15K	0.01I	0.00B
33.9	0.45K	0.00I	0.01K	1.56K	0.00I	0.00B
22.6	0.20K	0.00I	0.00K	1.01K	0.00I	0.00B
11.3	0.05K	0.00I	0.00AC	0.49K	0.00I	0.00B
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t. ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t. ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
194.0	0.01 E	0.00 E	0.00 E	0.01 Q	-0.01 E	0.00 B
177.9	24.28 AC	12.19 N	0.00 E	-151.90 A	0.05 E	-0.04 F
	24.28 AB	12.19 O	0.00 F	-151.91 A	0.05 E	-0.04 F
161.8	58.18 AB	29.71 O	0.00 F	-560.68 A	0.14 H	-0.15 F
	58.18 AA	29.72 O	-0.01 I	-560.69 A	0.14 E	-0.15 F
145.7	76.22 AA	38.86 O	-0.01 I	-1181.00 A	0.34 H	-0.33 F
	76.22 AA	39.00 W	0.08 K	-1181.14 A	-0.42 X	-0.34 F
140.7	77.97 AA	39.36 W	0.08 K	-1401.82 H	0.49 O	-0.38 F
	77.98 Y	39.39 A	0.21 I	-1401.82 I	0.54 H	-0.38 F
126.7	81.56 Y	40.44 A	0.21 I	-2030.67 A	-2.91 F	0.51 O
	81.56 AA	40.51 U	0.16 N	-2030.63 A	-2.92 F	0.52 O
112.7	85.47 AA	41.64 U	0.16 N	-2670.90 K	-4.81 F	0.70 O
	85.47 AA	41.65 U	-0.16 E	-2670.91 K	-4.82 F	0.70 O
98.7	89.71 AA	42.85 U	-0.16 E	-3323.27 K	-6.84 I	0.87 B
	89.71 AA	42.82 U	0.15 I	-3323.11 K	-6.87 I	0.88 B
92.2	93.44 AA	43.40 U	0.15 I	-3630.43 K	-7.88 I	0.97 B
	93.44 AA	43.45 U	0.21 I	-3630.36 K	-7.88 I	0.98 B
79.2	98.24 AA	44.63 U	0.21 I	-4253.65 K	-10.67 I	1.13 B
	98.24 AA	44.55 B	0.21 B	-4253.61 K	-10.64 I	1.13 B
66.2	103.34 AA	45.76 B	0.21 B	-4886.05 K	-13.30 I	1.32 B
	103.34 AA	45.75 K	0.20 B	-4886.02 K	-13.29 I	1.33 B
53.2	108.75 AA	46.99 K	0.20 B	-5528.45 K	-15.80 I	1.48 B
	108.75 AA	46.98 B	0.19 I	-5528.46 K	-15.83 I	1.48 B
45.2	114.74 AA	47.75 B	0.19 I	-5928.71 K	-17.35 I	1.54 B
	114.74 AA	47.77 B	0.21 I	-5928.69 K	-17.34 I	1.54 B
33.9	119.82 AA	48.83 B	0.21 I	-6500.47 K	-19.72 I	1.62 B
	119.82 AA	48.81 B	0.20 I	-6500.46 K	-19.73 I	1.62 B
22.6	125.03 AA	49.85 B	0.20 I	-7077.23 K	-22.04 I	1.67 B
	125.03 AA	49.85 B	0.20 I	-7077.23 K	-22.03 I	1.67 B
	130.36 AA	50.86 B	0.20 I	-7658.37 K	-24.35 I	1.71 B

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11.3	130.36 AA	50.87 B	0.20 I	-7658.37 K	-24.35 I	1.71 B
	135.86 AA	51.87 B	0.20 I	-8243.25 K	-26.58 I	1.72 B
base reaction	135.86 AA	-51.87 B	-0.20 I	8243.25 K	26.58 I	-1.72 B

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00E	0.00Q	0.00E	0.00E	YES	13.40A	45.2
177.92	0.02AC	0.20A	0.02N	0.21A	YES	16.28A	45.2
	0.02AB	0.20A	0.02O	0.21A	YES	16.28A	45.2
161.83	0.04AB	0.56A	0.04O	0.58A	YES	19.15A	45.2
	0.04AA	0.56A	0.04O	0.58A	YES	19.15A	45.2
145.75	0.04AA	0.95A	0.04O	0.97A	YES	22.03A	45.2
	0.03AA	0.59A	0.03W	0.60A	YES	14.10A	45.2
140.75	0.03AA	0.64H	0.03W	0.66H	YES	14.69A	45.2
	0.03Y	0.66I	0.03A	0.68I	YES	14.46A	45.2
126.75	0.02Y	0.79A	0.02A	0.80A	YES	16.12A	45.2
	0.02AA	0.79A	0.02U	0.80A	YES	16.12A	45.2
112.75	0.02AA	0.89K	0.02U	0.90K	YES	17.79A	45.2
	0.02AA	0.89K	0.02U	0.90K	YES	17.79A	45.2
98.75	0.02AA	0.96K	0.02U	0.97K	YES	19.46A	45.2
	0.02AA	0.79K	0.02U	0.80K	YES	16.43A	45.2
92.25	0.02AA	0.81K	0.02U	0.82K	YES	17.09A	45.2
	0.02AA	0.83K	0.02U	0.85K	YES	16.79A	45.2
79.25	0.02AA	0.87K	0.02U	0.88K	YES	18.12A	45.2
	0.02AA	0.87K	0.02B	0.88K	YES	18.12A	45.2
66.25	0.02AA	0.89K	0.02B	0.90K	YES	19.45A	45.2
	0.02AA	0.89K	0.02B	0.90K	YES	19.45A	45.2
53.25	0.02AA	0.91K	0.02B	0.92K	YES	20.77A	45.2
	0.02AA	0.91K	0.02B	0.92K	YES	20.77A	45.2
45.25	0.02AA	0.92K	0.02B	0.93K	YES	21.59A	45.2
	0.02AA	0.94K	0.02B	0.95K	YES	21.24A	45.2
33.94	0.02AA	0.95K	0.02B	0.96K	YES	22.39A	45.2
	0.02AA	0.95K	0.02B	0.96K	YES	22.39A	45.2
22.62	0.02AA	0.96K	0.02B	0.97K	YES	23.55A	45.2
	0.02AA	0.96K	0.02B	0.97K	YES	23.55A	45.2
11.31	0.02AA	0.97K	0.02B	0.98K	YES	24.70A	45.2
	0.02AA	0.97K	0.02B	0.98K	YES	24.70A	45.2

0.00 0.02AA 0.97K 0.02B 0.99K 430599A YES 25.86A 45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
135.86 AA	51.87 B	0.20 I	-8243.25 K	-26.58 I	1.72 B

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195' Monopole / Annville FN, KY

 ***** Service Load Condition *****

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

LOADING CONDITION A =====

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.5381	0.0000	0.0000
C	189.000	0.00	0.0	0.0	3.4705	6.0000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.3134	0.0000	0.0000
C	177.000	0.00	0.0	0.0	2.5612	4.0000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.0888	0.0000	0.0000
C	165.000	0.00	0.0	0.0	2.5238	4.0000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.8642	0.0000	0.0000
C	153.000	0.00	0.0	0.0	2.4843	4.0000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0161	0.0630	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0161	0.0630	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0185	0.0739	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0185	0.0739	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0208	0.0848	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0208	0.0848	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0223	0.2278	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0223	0.2278	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0232	0.1455	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0232	0.1455	0.0000	0.0000
D	126.750	0.00	180.0	0.0	0.0248	0.1598	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0248	0.1598	0.0000	0.0000
D	112.750	0.00	180.0	0.0	0.0264	0.1740	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0264	0.1740	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0274	0.3962	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0274	0.3962	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0278	0.2234	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0278	0.2234	0.0000	0.0000

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D	79.250	0.00	180.0	0.0	0.0287	0.2388	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0287	0.2388	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0293	0.2543	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0293	0.2543	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0295	0.5297	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0295	0.5297	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0292	0.2745	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0270	0.3014	0.0000	0.0000
D	11.313	0.00	180.0	0.0	0.0270	0.3148	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0270	0.3148	0.0000	0.0000

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

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MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	5.55L	-0.01C	0.23L	3.25L	0.00C	0.00F
177.9	4.65L	-0.01C	0.18L	3.20L	0.00C	0.00F
161.8	3.78L	-0.01C	0.13L	2.97L	0.00C	0.00F
145.7	3.00L	-0.01C	0.09L	2.59L	0.00C	0.00F
140.7	2.78L	-0.01C	0.08L	2.50L	0.00C	0.00F
126.7	2.20L	0.00C	0.06L	2.20L	0.00C	0.00F
112.7	1.70L	0.00C	0.04L	1.89L	0.00C	0.00F
98.7	1.28L	0.00C	0.03L	1.58L	0.00C	0.00F
92.2	1.11L	0.00C	0.02L	1.46L	0.00C	0.00F
79.2	0.80L	0.00C	0.01L	1.22L	0.00C	0.00F
66.2	0.55L	0.00C	0.01L	1.00L	0.00C	0.00F
53.2	0.35L	0.00C	0.00L	0.78L	0.00C	0.00F
45.2	0.25L	0.00C	0.00L	0.66L	0.00C	0.00F
33.9	0.14L	0.00C	0.00L	0.48L	0.00C	0.00F
22.6	0.06L	0.00C	0.00L	0.31L	0.00C	0.00F
11.3	0.01L	0.00C	0.00I	0.15L	0.00C	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

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MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
194.0	0.00 K	0.00 H	0.00 B	0.00 H	0.00 B	0.00 B
177.9	10.55 A	3.73 F	0.00 B	-46.82 F	0.00 I	0.00 F
161.8	10.55 D	3.73 F	0.00 F	-46.81 F	0.01 C	0.00 F
145.7	26.14 D	9.11 F	0.00 F	-172.55 F	0.03 F	0.01 F
145.7	26.14 D	9.11 I	0.00 I	-172.55 F	0.03 F	0.01 F
145.7	34.37 D	11.93 I	0.00 I	-362.76 F	0.06 F	0.02 F
145.7	34.37 D	11.99 K	0.02 C	-362.79 E	0.10 C	0.02 F
145.7	35.51 D	12.10 K	0.02 C	-430.45 L	0.07 F	0.02 F

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140.7	35.51 D	12.10 L	-0.04 C	-430.43 F	0.18 F	0.01 F
126.7	37.55 D	12.43 L	-0.04 C	-622.60 L	0.62 C	0.04 F
	37.54 I	12.43 L	-0.03 C	-622.59 L	0.63 C	0.04 F
112.7	39.78 I	12.78 L	-0.03 C	-818.07 L	1.00 C	0.06 F
	39.78 K	12.78 L	-0.03 C	-818.08 L	1.00 C	0.06 F
98.7	42.21 K	13.15 L	-0.03 C	-1016.71 L	1.44 C	0.08 F
	42.21 K	13.15 I	0.04 F	-1016.74 L	1.46 C	0.08 F
92.2	44.79 K	13.33 I	0.04 F	-1110.08 L	1.67 C	0.09 F
	44.79 K	13.32 L	-0.04 C	-1110.08 L	1.66 C	0.09 F
79.2	47.69 K	13.68 L	-0.04 C	-1299.53 L	2.23 C	0.11 F
	47.69 K	13.69 L	-0.04 L	-1299.52 L	2.23 C	0.11 F
66.2	50.79 K	14.06 L	-0.04 L	-1492.18 L	2.76 C	0.12 F
	50.79 K	14.07 L	-0.05 L	-1492.16 L	2.76 C	0.12 F
53.2	54.10 K	14.45 L	-0.05 L	-1687.96 L	3.30 C	0.13 F
	54.10 K	14.44 I	-0.04 C	-1687.97 L	3.29 C	0.13 F
45.2	58.34 K	14.67 I	-0.04 C	-1810.00 L	3.64 C	0.14 F
	58.34 K	14.68 I	-0.04 C	-1809.99 L	3.63 C	0.14 F
33.9	61.49 K	15.01 I	-0.04 C	-1984.47 L	4.13 C	0.15 F
	61.49 K	15.01 I	-0.05 C	-1984.46 L	4.13 C	0.15 F
22.6	64.75 K	15.33 I	-0.05 C	-2160.75 L	4.65 C	0.15 F
	64.75 K	15.33 I	-0.05 C	-2160.75 L	4.65 C	0.15 F
11.3	68.11 K	15.64 I	-0.05 C	-2338.76 L	5.16 C	0.15 F
	68.11 K	15.63 I	-0.05 C	-2338.76 L	5.16 C	0.15 F
	71.67 K	15.94 I	-0.05 C	-2518.28 L	5.68 C	0.16 F
base reaction	71.67 K	-15.94 I	0.05 C	2518.28 L	-5.68 C	-0.16 F

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00K	0.00B	0.00H	0.00B	YES	13.40A	45.2
177.92	0.01A	0.06F	0.01F	0.07F	YES	16.28A	45.2
	0.01D	0.06F	0.01F	0.07F	YES	16.28A	45.2
161.83	0.02D	0.17F	0.01F	0.19F	YES	19.15A	45.2
	0.02D	0.17F	0.01I	0.19F	YES	19.15A	45.2
145.75	0.02D	0.29F	0.01I	0.31F	YES	22.03A	45.2
	0.01D	0.18E	0.01K	0.19E	YES	14.10A	45.2
140.75	0.01D	0.20L	0.01K	0.21L	YES	14.69A	45.2
	0.01D	0.20F	0.01L	0.22F	YES	14.46A	45.2

				430599A			
126.75	0.01D	0.24L	0.01L	0.25L	YES	16.12A	45.2
126.75	0.01I	0.24L	0.01L	0.25L	YES	16.12A	45.2
112.75	0.01I	0.27L	0.01L	0.28L	YES	17.79A	45.2
112.75	0.01K	0.27L	0.01L	0.28L	YES	17.79A	45.2
98.75	0.01K	0.29L	0.01L	0.30L	YES	19.46A	45.2
98.75	0.01K	0.24L	0.01I	0.25L	YES	16.43A	45.2
92.25	0.01K	0.25L	0.01I	0.26L	YES	17.09A	45.2
92.25	0.01K	0.25L	0.01L	0.26L	YES	16.79A	45.2
79.25	0.01K	0.26L	0.01L	0.27L	YES	18.12A	45.2
79.25	0.01K	0.26L	0.01L	0.27L	YES	18.12A	45.2
66.25	0.01K	0.27L	0.01L	0.28L	YES	19.45A	45.2
66.25	0.01K	0.27L	0.01L	0.28L	YES	19.45A	45.2
53.25	0.01K	0.28L	0.01L	0.29L	YES	20.77A	45.2
53.25	0.01K	0.28L	0.01L	0.29L	YES	20.77A	45.2
45.25	0.01K	0.28L	0.01L	0.29L	YES	21.59A	45.2
45.25	0.01K	0.29L	0.01I	0.30L	YES	21.24A	45.2
33.94	0.01K	0.29L	0.01I	0.30L	YES	22.39A	45.2
33.94	0.01K	0.29L	0.01I	0.30L	YES	22.39A	45.2
22.62	0.01K	0.29L	0.01I	0.30L	YES	23.55A	45.2
22.62	0.01K	0.29L	0.01I	0.30L	YES	23.55A	45.2
11.31	0.01K	0.30L	0.01I	0.31L	YES	24.70A	45.2
11.31	0.01K	0.30L	0.01I	0.31L	YES	24.70A	45.2
0.00	0.01K	0.30L	0.01L	0.31L	YES	25.86A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR	WIND.DIR	MOMENT.w.r.t.WIND.DIR	WIND.DIR	TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
71.67	15.94	-0.05	-2518.28	5.68	0.16
K	I	C	L	C	F

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

Pole Data

Diameter: 68.530 in (flat to flat)
Thickness: 0.4375 in
Yield (Fy): 65 ksi
of Sides: 18 "0" IF Round
Strength (Fu): 80 ksi

Reactions

Moment, Mu: 8243.25 ft-kips
Axial, Pu: 85.97 kips
Shear, Vu: 51.87 kips

Anchor Rod Data

Quantity: 22
Diameter: 2.25 in
Rod Material: A615
Strength (Fu): 100 ksi
Yield (Fy): 75 ksi
BC Diam. (in): 75.75 BC Override:

Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 246.1 Kips
Allowable Φ *Rnt: 260.0 Kips (per 4.9.9)
Anchor Rod Interaction Ratio: **94.6% Pass**

Plate Data

Diameter (in): 81.5 Dia. Override:
Thickness: 2.25 in
Yield (Fy): 50 ksi
Eff Width/Rod: 9.89 in
Drain Hole: 2.625 in. diameter
Drain Location: 32.25 in. center of pole to center of drain hole
Center Hole: 56.5 in. diameter

Base Plate Results

Base Plate (Mu/Z): 44.9 ksi
Allowable Φ *Fy: 45.0 ksi (per AISC)
Base Plate Interaction Ratio: **99.7% Pass**

430599A

=====
Lpile for windows(Beta), Version 2018-10.009

Analysis of Individual Piles and Drilled Shafts
Subjected to Lateral Loading Using the p-y Method
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=====
This copy of Lpile is being used by:

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Sabre Tower and Poles

Serial Number of Security Device: 160777296

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is a violation of the software license agreement.

Files Used for Analysis

Path to file locations:
\Program Files (x86)\Ensoft\Lpile2018\files\

Name of input data file:
430599A.lp10

Name of output report file:
430599A.lp10

Name of plot output file:
430599A.lp10

Name of runtime message file:
430599A.lp10

Date and Time of Analysis

Date: June 6, 2019

Time: 13:39:33

Problem Title

Site : Annville FN, KY

Tower : 195' Monopole

Prepared for : AT&T

Job Number : 430599 Revision A

Engineer : REB

Program Options and Settings

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Computational Options:

- Use unfactored loads in computations (conventional analysis)

Engineering Units Used for Data Input and Computations:

- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- Maximum number of iterations allowed = 999
- Deflection tolerance for convergence = 1.0000E-05 in
- Maximum allowable deflection = 100.0000 in
- Number of pile increments = 100

Loading Type and Number of Cycles of Loading:

- Static loading specified

- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

Pile Structural Properties and Geometry

Number of pile sections defined = 1
Total length of pile = 41.500 ft
Depth of ground surface below top of pile = 0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	96.0000
2	41.500	96.0000

Input Structural Properties for Pile Sections:

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile
Length of section = 41.500000 ft
Shaft Diameter = 96.000000 in
Shear capacity of section = 0.0000 lbs

Ground Slope and Pile Batter Angles

Ground Slope Angle = 0.000 degrees
= 0.000 radians
Pile Batter Angle = 0.000 degrees
= 0.000 radians

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Soil and Rock Layering Information

The soil profile is modelled using 1 layers

Layer 1 is stiff clay without free water

Distance from top of pile to top of layer = 0.500000 ft
 Distance from top of pile to bottom of layer = 60.500000 ft
 Effective unit weight at top of layer = 110.000000 pcf
 Effective unit weight at bottom of layer = 110.000000 pcf
 Undrained cohesion at top of layer = 1000.000000 psf
 Undrained cohesion at bottom of layer = 1000.000000 psf
 Epsilon-50 at top of layer = 0.010000
 Epsilon-50 at bottom of layer = 0.010000

(Depth of the lowest soil layer extends 19.000 ft below the pile tip)

Summary of Input Soil Properties

Layer Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Undrained Cohesion psf	E50 or krm
1	Stiff Clay w/o Free Water	0.5000 60.5000	110.0000 110.0000	1000.0000 1000.0000	0.01000 0.01000

Static Loading Type

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

Pile-head Loading and Pile-head Fixity Conditions

Number of loads specified = 2

Load No.	Load Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1	1	V = 69160. lbs	M = 131892000. in-lbs	114627.	No
2	1	V = 15940. lbs	M = 30219360. in-lbs	71670.	No

V = shear force applied normal to pile axis
 M = bending moment applied to pile head
 y = lateral deflection normal to pile axis
 S = pile slope relative to original pile batter angle
 R = rotational stiffness applied to pile head
 Values of top y vs. pile lengths can be computed only for load types with
 specified shear loading (Load Types 1, 2, and 3).
 Thrust force is assumed to be acting axially for all pile batter angles.

Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:

Dimensions and Properties of Drilled Shaft (Bored Pile):

Length of Section = 41.500000 ft
 Shaft Diameter = 96.000000 in

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Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	42 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	7238. sq. in.
Total Area of Reinforcing Steel	=	53.204285 sq. in.
Area Ratio of Steel Reinforcement	=	0.74 percent
Edge-to-Edge Bar Spacing	=	5.267389 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	7.02
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$	=	30674.978 kips
Tensile Load for Cracking of Concrete	=	-3341.388 kips
Nominal Axial Tensile Capacity	=	-3192.257 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
1	1.270000	1.266769	43.740000	0.00000
2	1.270000	1.266769	43.251460	6.519109
3	1.270000	1.266769	41.796755	12.892591
4	1.270000	1.266769	39.408378	18.978075
5	1.270000	1.266769	36.139684	24.639619
6	1.270000	1.266769	32.063689	29.750756
7	1.270000	1.266769	27.271444	34.197309
8	1.270000	1.266769	21.870000	37.879951
9	1.270000	1.266769	15.980016	40.716418
10	1.270000	1.266769	9.733066	42.643347
11	1.270000	1.266769	3.268694	43.617694
12	1.270000	1.266769	-3.268694	43.617694
13	1.270000	1.266769	-9.733066	42.643347
14	1.270000	1.266769	-15.980016	40.716418
15	1.270000	1.266769	-21.870000	37.879951
16	1.270000	1.266769	-27.271444	34.197309
17	1.270000	1.266769	-32.063689	29.750756
18	1.270000	1.266769	-36.139684	24.639619
19	1.270000	1.266769	-39.408378	18.978075
20	1.270000	1.266769	-41.796755	12.892591
21	1.270000	1.266769	-43.251460	6.519109
22	1.270000	1.266769	-43.740000	0.00000
23	1.270000	1.266769	-43.251460	-6.519109
24	1.270000	1.266769	-41.796755	-12.892591
25	1.270000	1.266769	-39.408378	-18.978075
26	1.270000	1.266769	-36.139684	-24.639619
27	1.270000	1.266769	-32.063689	-29.750756
28	1.270000	1.266769	-27.271444	-34.197309
29	1.270000	1.266769	-21.870000	-37.879951
30	1.270000	1.266769	-15.980016	-40.716418
31	1.270000	1.266769	-9.733066	-42.643347
32	1.270000	1.266769	-3.268694	-43.617694
33	1.270000	1.266769	3.268694	-43.617694
34	1.270000	1.266769	9.733066	-42.643347
35	1.270000	1.266769	15.980016	-40.716418
36	1.270000	1.266769	21.870000	-37.879951
37	1.270000	1.266769	27.271444	-34.197309
38	1.270000	1.266769	32.063689	-29.750756
39	1.270000	1.266769	36.139684	-24.639619
40	1.270000	1.266769	39.408378	-18.978075
41	1.270000	1.266769	41.796755	-12.892591
42	1.270000	1.266769	43.251460	-6.519109

NOTE: The positions of the above rebars were computed by LPile

Minimum spacing between any two bars not equal to zero = 5.267 inches between bars 1 and 42.

Ratio of bar spacing to maximum aggregate size = 7.02

Concrete Properties:

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

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

Number	Axial Thrust Force kips
1	71.670
2	114.627

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

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

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
1	71.670	132684.930	0.00300000
2	114.627	134219.768	0.00300000

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

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

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

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

Axial Load No.	Resist. Factor for Moment	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. Stiff. at Ult Mom kip-in ²
1	0.65	132685.	46.585500	86245.	3.1559E+09
2	0.65	134220.	74.507333	87243.	3.1973E+09
1	0.70	132685.	50.169000	92879.	3.1443E+09
2	0.70	134220.	80.238667	93954.	3.1833E+09
1	0.75	132685.	53.752500	99514.	3.0412E+09
2	0.75	134220.	85.970000	100665.	3.0826E+09

 Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

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

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	69160.	M, in-lb	1.32E+08	114627.	16.9412	-0.07447	-570277.	1.34E+08
2	V, lb	15940.	M, in-lb	3.02E+07	71670.	0.07968	-4.83E-04	-122590.	3.06E+07

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Maximum pile-head deflection = 16.9412005604 inches
Maximum pile-head rotation = -0.0744707315 radians = -4.266859 deg.

The analysis ended normally.

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

Moment (ft-k)	8,243.25	
Shear (k)	51.87	
Caisson diameter (ft)	8	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	32	
Lateral soil pressure (lb/ft ²)	300.00	
Ground to application of force, h (ft)	159.42	
Applied lateral force, P (lb)	51,870	
Lateral soil bearing pressure, S ₁ (lb/ft)	3,200.00	
Diameter, b (ft)	8	
A	4.74	= (2.34P)/(S ₁ b)
Minimum depth of embedment, d (ft)	31.17	= 0.5A[1 + (1 + (4.36h / A)) ^{1/2}]

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

195' Monopole AT&T Annville FN, KY (430599) 06/06/19 REB

Overall Loads:

Factored Moment (ft-kips)	8243.25
Factored Axial (kips)	85.97
Factored Shear (kips)	51.87
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	31
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	22
Bolt Circle Diameter (in)	75.75
Top of Concrete to Top of Bottom Threads (in)	60
Diameter of Pier (ft)	8
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	62
Bar Diameter in Mat (in)	1
Area of Bars in Mat (in ²)	48.69
Spacing of Bars in Mat (in)	5.98
Quantity of Bars Pier	44
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	12
Area of Bars in Pier (in ²)	43.97
Spacing of Bars in Pier (in)	6.26
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd³) 79.56

Two-Way Shear Action:

Average d (in)	20
ϕV_c (ksi)	0.228
$\phi V_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.239
$\phi V_c = \phi 4f'_c{}^{1/2}$	0.228
Shear perimeter, b _o (in)	364.42
β_c	1

One-Way Shear:

ϕV_c (kips) 848.5

Stability:

Overturning Design Strength (ft-k) 11084.6

Max. Net Bearing Press. (ksf) 3.51

Allowable Bearing Pressure (ksf) 2.50

Safety Factor 2.00

Ultimate Bearing Pressure (ksf) 5.00

Bearing Φ_s 0.75

Minimum Pier Diameter (ft) 7.65

Equivalent Square b (ft) 7.09

Square Pier? (Y/N) N

Recommended Spacing (in) 5 to 12

Minimum Pier A_s (in²) 36.19

Recommended Spacing (in) 5 to 12

v_u (ksi) 0.202

V_u (kips) 497.3

Total Applied M (ft-k) 8580.4

Pier Design:

ϕV_n (kips)	845.8	V_u (kips)	51.9
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	845.8		
V_s (kips)	0.0	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	1978.3
Maximum Spacing (in)	7.62	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development l_{dh} (in)	14.12

*** Ref. To Spacing Requirements ACI 11.5.4.3

Flexure in Slab:

ϕM_n (ft-kips)	4157.6	M_u (ft-kips)	4153.4
a (in)	2.05		
Steel Ratio	0.00654		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	140.46	Required Development in Pad (in)	26.83

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overtuning	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

Navigation

Reports

PSC Home

KY Public Service Commission

Master Utility Search

- Search for the utility of interest by using any single or combination of criteria.
- Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

Utility ID Utility Name Address/City/Contact Utility Type Status

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	D	San Francisco	CA
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4108300	Air Voice Wireless, LLC	Cellular	B	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
View	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4111050	BlueBird Communications, LLC	Cellular	D	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon	Cellular	A	Basking	NJ

		Wireless			Ridge	
View	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
View	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	C	Long Island City	NY
View	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
View	4111650	DataByes, Inc.	Cellular	C	Rogers	AR
View	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
View	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
View	4103100	i-Wireless, LLC	Cellular	B	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	OK
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
View	4111250	Liberty Mobile Wireless, LLC	Cellular	D	Sunny Isles Beach	FL
View	4111550	Lingo Telecom of the South, LLC	Cellular	C	Atlanta	GA
View	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI

View	4107300	Lycamobile USA, Inc.	Cellular D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular A	San Antonio	TX
View	10900	New Par dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular D	Chicago	IL
View	4109050	Patriot Mobile LLC	Cellular D	Irving	TX
View	4110250	Plintron Technologies USA LLC	Cellular D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular D	Cincinnati	OH
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular B	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular B	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular B	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular D	Culver City	CA
View	4106200	Rural Cellular Corporation	Cellular A	Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular D	Neptune	NJ
View	4111450	Spectrum Mobile, LLC	Cellular C	St. Louis	MO
View	4200100	Sprint Spectrum, L.P.	Cellular A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular D	Dallas	TX
View	4111600	STX Group LLC dba Twigby	Cellular C	Murfreesboro	TN
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular D	Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular D	Miami	FL
View	4108900	Telrite Corporation	Cellular D	Covington	GA

View	4108450	Tempo Telecom, LLC	Cellular	B	Atlanta	GA
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	D	Basking Ridge	NJ
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY

EXHIBIT E
FAA

* Federal Airways & Airspace *
* Summary Report: New Construction *
* Antenna Structure *

Airspace User: Not Identified

File: ANNVILLE

Location: Annville, KY

Latitude: 37°-19'-28.8" Longitude: 83°-58'-28.0"

SITE ELEVATION AMSL.....1233 ft.
STRUCTURE HEIGHT.....199 ft.
OVERALL HEIGHT AMSL.....1432 ft.
SURVEY HEIGHT AMSL.....1432 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR (No Expected TERPS® impact with LOZ)
FAR 77.9: NNR (No Expected TERPS® impact 00B1)
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR procedure)
For new construction review Air Navigation Facilities at bottom
of this report.

Notice to the FAA is not required at the analyzed location and height for
slope, height or Straight-In procedures. Please review the 'Air Navigation'
section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

FAR 77.17(a) (1): DNE 499 ft AGL
FAR 77.17(a) (2): DNE - Airport Surface
FAR 77.19(a): DNE - Horizontal Surface
FAR 77.19(b): DNE - Conical Surface
FAR 77.19(c): DNE - Primary Surface
FAR 77.19(d): DNE - Approach Surface
FAR 77.19(e): DNE - Approach Transitional Surface
FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: LOZ: LONDON-CORBIN ARPT-MAGEE FIE

Type: A RD: 89228.63 RE: 1182.4

FAR 77.17(a) (1): DNE
FAR 77.17(a) (2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Primary Surface: DNE
VFR Approach Surface: DNE
VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 00B1: PROPOSED 00B1

Type: A RD: 152953.2 RE: 860

FAR 77.17(a) (1): DNE
FAR 77.17(a) (2): DNE - Greater Than 5.99 NM.
VFR Horizontal Surface: DNE
VFR Conical Surface: DNE
VFR Primary Surface: DNE
VFR Approach Surface: DNE
VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.17(a) (3) Departure Surface Criteria (40:1)
DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a) (4) MOCA Altitude Enroute Criteria

The Maximum Height Permitted is 2710 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT TYP NAME	BEARING To FACIL	RANGE IN NM	DELTA ARP FAA ELEVATION IFR
1KT9 AIR HOLCOMB FLD	116.71	1.7	+172

No Impact to Private Landing Facility.
DNE 200 ft AGL within 3 NM of Airport.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA ST	LOCATION	GRND ANGLE	APCH BEAR
LOZ	VOR/DME	R	116.1	200.38	113260	+187 KY	LONDON	.09	
AZQ	VOR/DME	I	111.2	83.1	208207	+189 KY	HAZARD	.05	
KJKL	RADAR WXL	Y		63.02	215060	-20 KY	JACKSON	-.01	

CFR Title 47, §1.30000-§1.30004

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

No AM Stations were located within 3.0 km.

Airspace® Summary Version 18.5.504

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06-21-2018
11:39:56

EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION

Cody Knox

From: Houlihan, John F (KYTC) <John.Houlihan@ky.gov>
Sent: Wednesday, July 11, 2018 7:23 AM
To: Cody Knox
Subject: RE: AT&T KAZC permit determination - Annville FN

No permit is required for the KAZC. Thank you

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

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

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail or call (859) 341-2700 and destroy all copies of the original message.

From: Cody Knox <cknox@integrisite.net>
Sent: Tuesday, July 10, 2018 4:12 PM
To: Houlihan, John F (KYTC) <John.Houlihan@ky.gov>
Cc: Marie Glasgow <Marie.Glasgow@mastec.com>; Matt Hill <Joseph.Hill2@mastec.com>; Roy Johnson <rjohnson@johnsonpm.com>; Sam Astrahan <Sam.Astrahan@mastec.com>; Steven Milana <Steven.Milana@mastec.com>; Ed Coachman <edward.coachman@mastec.com>; Wayne Barnett <wbarnett@integrisite.net>
Subject: AT&T KAZC permit determination - Annville FN

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

Project Name: Annville FN
Latitude: 37 19 28.8 N
Longitude: 83 58 28.0 W
GE: 1,233'
Tower height including lightning arrestor: 199'
Overall height: 1,432'

Thank you,

Cody Knox
Integrissite, Inc.
214 Expo Circle, Suite 4
West Monroe, LA 71292

EXHIBIT G
GEOTECHNICAL REPORT



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

Preliminary Geotechnical Investigation

Anville FN

**Off Kentucky Highway 578
Anville, Jackson County, Kentucky**

ECA Project No. U3009



SUBMITTED TO:

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

PREPARED BY:

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



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

September 24, 2018

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

Attention: Mr. Jeremy Sharit

Subject: **Report of Preliminary Geotechnical Investigation**
Annville FN
Off Kentucky Highway 578
Annville, Jackson County, Kentucky
ECA Project No. U3009

Dear Mr. Sharit:

Environmental Corporation of America (ECA) is pleased to submit this report of our Preliminary Geotechnical Investigation for the proposed project. Our services were provided as authorized by an email approval dated September 17, 2018.

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

Purpose and Scope of Work

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

Project Information

We were provided with a project site survey prepared by SMW Engineering Group, Inc., and dated June 13, 2018. The proposed tower would be located off Kentucky Highway 578 near Annville, Jackson County, Kentucky. In general, the proposed tower compound would be located within a hilly terrain with surface elevations ranging between 1,226 to 1,234 feet Above Mean Sea Level (AMSL) within the proposed 10,000 (100-foot by 100-foot) square foot lease area.

Mr. Jeremy Sharit
Page 2

The ground surface within the proposed lease area is covered with grass. We understand that plans include constructing a 199-foot tall monopole tower, approximately as shown on Figure 1 in Appendix A.

Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound is hilly. The elevation at the proposed tower location is about 1,233 feet AMSL. The soil survey shows two potential soil types near the proposed tower location. The soil survey described the existing site soils as mainly silt loam. A complete description of the existing soil types is attached in Appendix B. The geology of the site is best described by the Geological Map of State of Kentucky, Kentucky Geological Survey, and the U.S. Geological Survey, as being within Breathitt Formation, lower part. The local geology is also shown in Appendix B. In summary, the general soil profile descriptions include siltstone, sandstone or conglomerate occurring at relatively shallow depth.


Groundwater will not likely be encountered in foundation excavations.

Recommendations

Based on the anticipated rocky soil conditions and relatively shallow bed rock, the tower will likely be supported on a shallow mat (pad and pier) foundation system. Assuming partially weathered rock at the tower foundation bearing level, a nominal bearing pressure of about 5,000 pounds per square foot (psf) is likely appropriate.

We appreciate the opportunity to be of service. Please call us with any questions at (770) 667-2040.

Sincerely,
Environmental Corporation of America


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

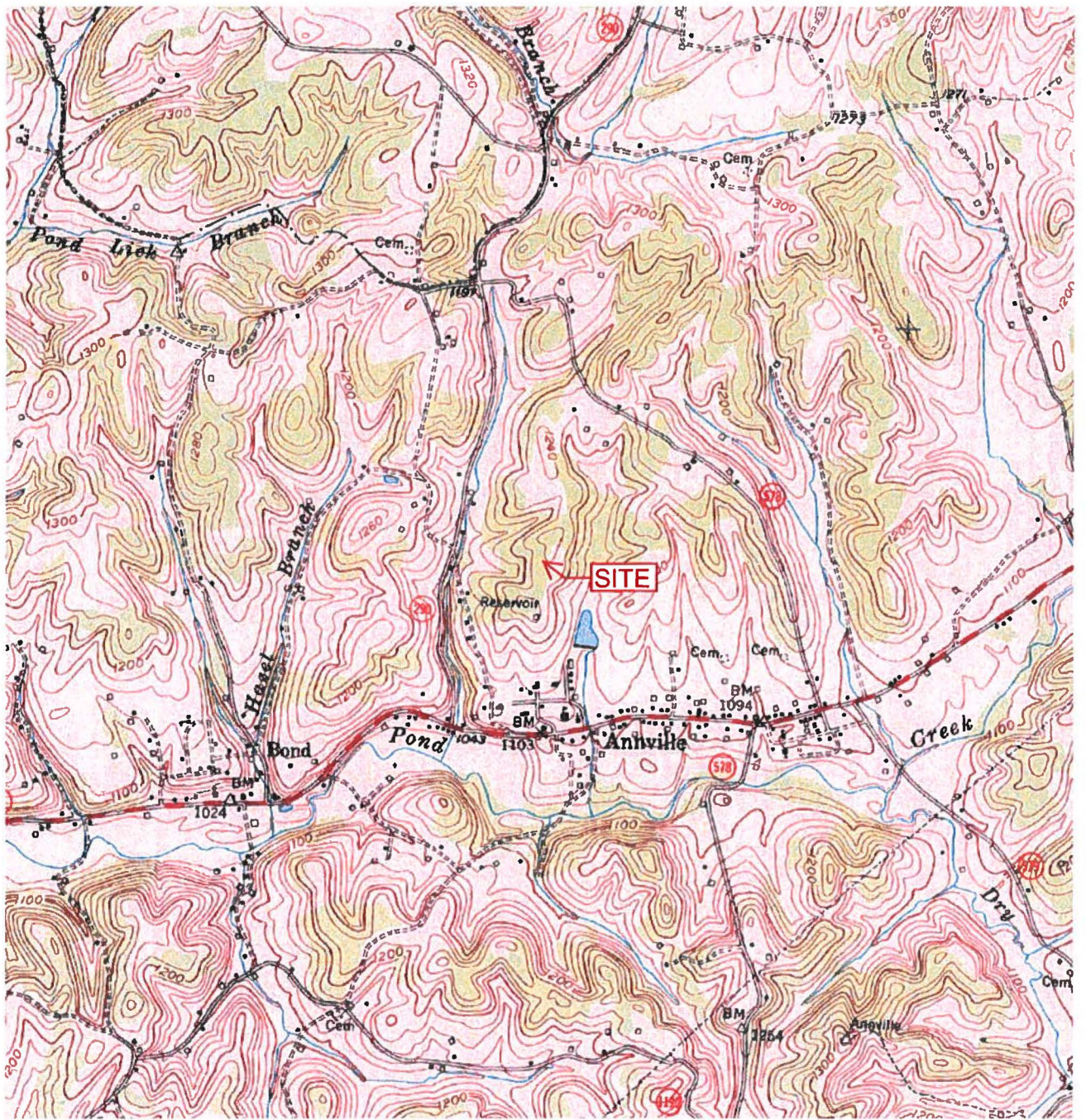



Athulya Balakrishnan
Project Engineer

Appendix-A Figure 1 – Topographic Map and Site Survey
Appendix-B Local Geology, Soil Survey, and Soil Description

APPENDIX A

Topographic Map and Site Survey



2000 0 2000 ft



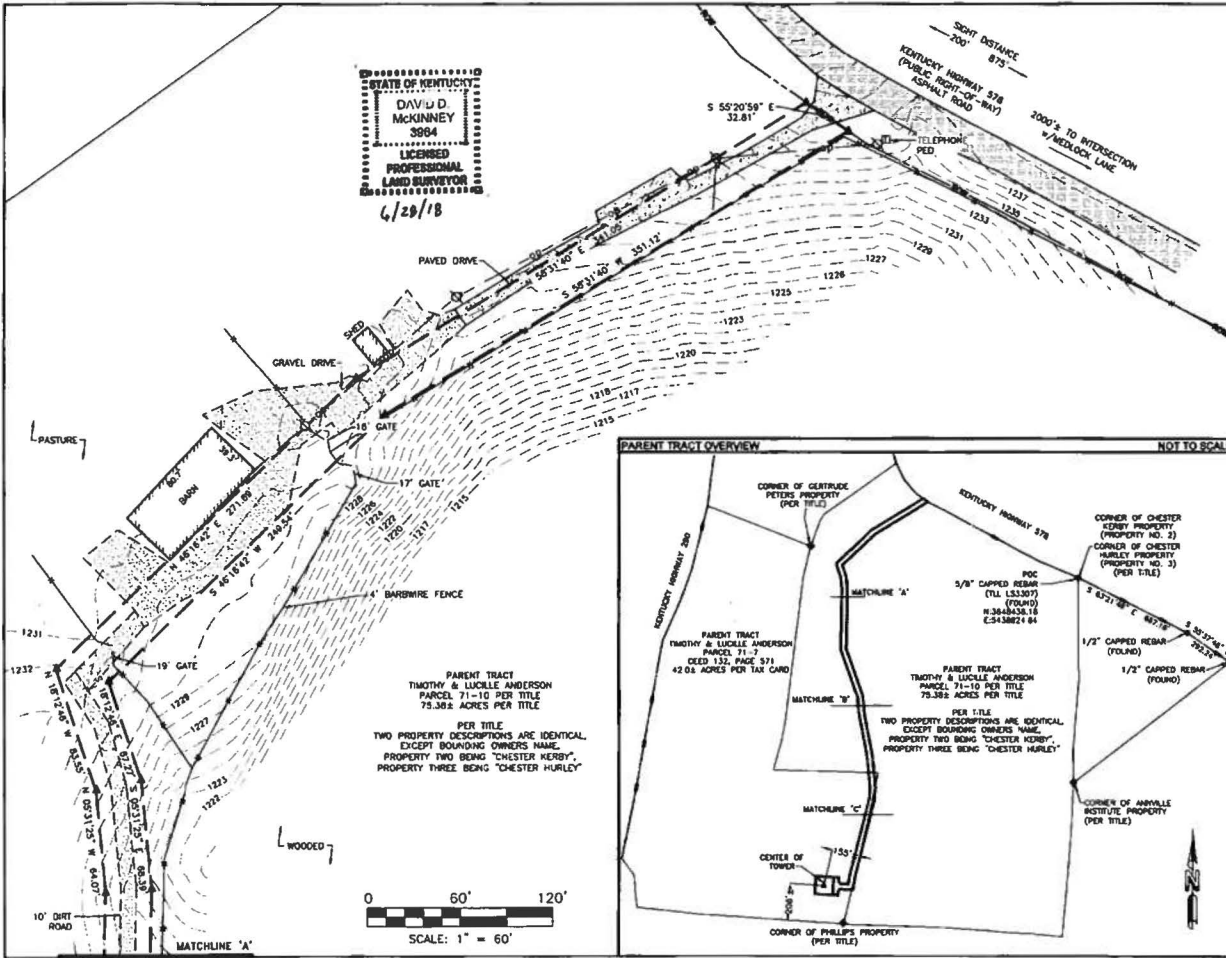
Source: USGS Topographic Map, Tyner, KY (1953, photoinspected 1976).



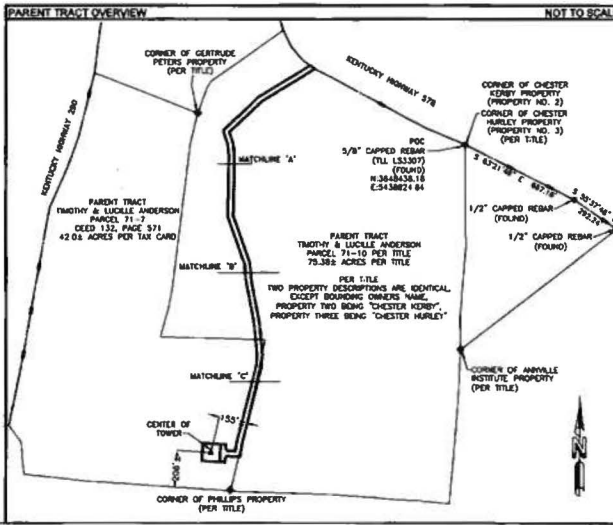
Annville FN
 Kentucky Highway 578
 Annville, Jackson County, Kentucky
 Figure 1: Site Location Map



ECA Project No. U3009



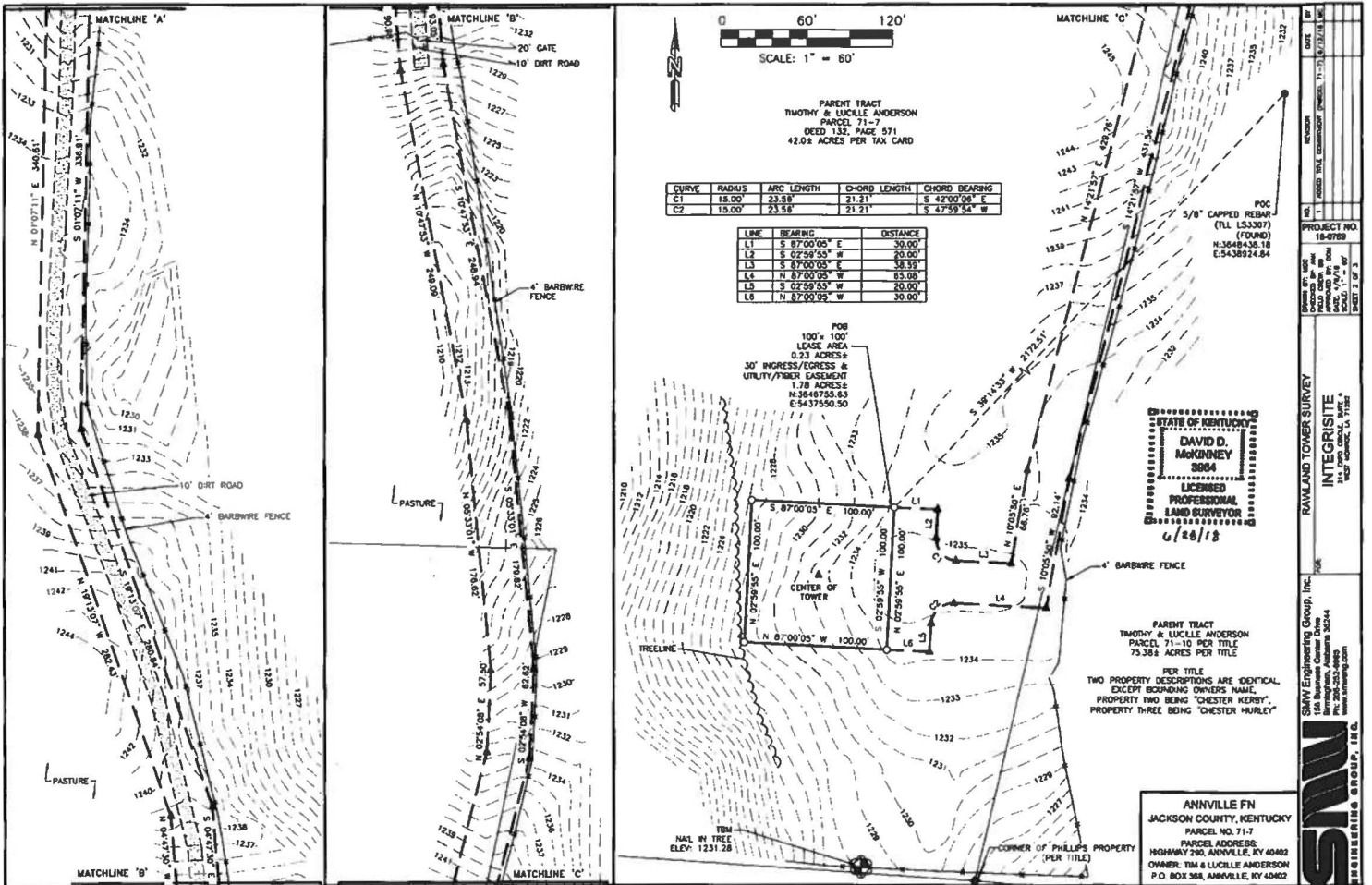
STATE OF KENTUCKY
 DAVID D. MCKINNEY
 3854
 LICENSED
 LAND SURVEYOR
 6/28/18



0 60' 120'
 SCALE: 1" = 60'

PER TITLE
 TWO PROPERTY DESCRIPTIONS ARE IDENTICAL
 EXCEPT BOUNDING OWNERS NAME,
 PROPERTY TWO BEING "CHESTER KERRY",
 PROPERTY THREE BEING "CHESTER HURLEY"

TOWER INFO	
LATITUDE: 37°19'28.806" NORTH LONGITUDE: 83°58'28.031" WEST (NAD 83) GROUND ELEVATION: 1232.8' ABOVE MEAN SEA LEVEL (1989DBB)	
VICINITY MAP	
KENTUCKY SINGLE ZONE GRID TO TRUE NORTH CONVERSION 1'00" TRUE NORTH TO MAGNETIC DECLINATION 8°58' W COMBINED SCALE FACTOR 0.999951000	
LEGEND	
○	5/8" REBAR SET
●	FOUND PROPERTY MARKER
●	PROPERTY FENCE CORNER
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POE	POINT OF ENDING
FBM	TEMPORARY BENCHMARK
△	CALCULATED POINT
OD	REFERENCED INFORMATION
MD	MEASURED
IP	POWER POLE
+	QUI ANCHOR
□	TELEPHONE PEDESTAL
---	RIGHT-OF-WAY
-o-	OVERHEAD POWER
FLOOD NOTE By graphic plotting only, the subject property appears to be in Zone "X" of the Flood Insurance Rate Map Community Panel No. 2110902290C, which bears an effective date of August 3, 2009 and is NOT in a special flood hazard area. Zone "X" area determined to be outside the 0.2% annual chance floodplain.	
ANNVILLE FN JACKSON COUNTY, KENTUCKY PARCEL NO. 71-7 OWNER: TIM & LUCILLE ANDERSON P.O. BOX 568, ANNVILLE, KY 40402	
RAWLAND TOWER SURVEY INTEGRISITE 314 EMP. CIRCLE, SUITE 4 WEST CHESTER, PA 19382 PH: 610-338-1111 WWW.INTEGRISITE.COM SAWE Engineering Group, Inc. 10000 Highway 290 Birmingham, Alabama 35244 PH: 205-992-2200 WWW.SAWE.COM SAWE ENGINEERING GROUP, INC.	



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	18.00'	23.58'	21.21'	S 42°00'06" E
C2	15.00'	23.58'	21.21'	S 47°59'54" W

LINE	BEARING	DISTANCE
L1	S 87°00'05" E	30.00'
L2	S 02°59'55" W	20.00'
L3	S 87°00'05" E	52.99'
L4	N 87°00'05" W	65.00'
L5	S 02°59'55" W	20.00'
L6	N 87°00'05" W	30.00'

STATE OF KENTUCKY
DAVID D. MCKINNEY
 3064
 LICENSED
 PROFESSIONAL
 LAND SURVEYOR
 6/8/18

PARENT TRACT
 TIMOTHY & LUCILLE ANDERSON
 PARCEL 71-10 PER TITLE
 75.36± ACRES PER TITLE

PER TITLE
 TWO PROPERTY DESCRIPTIONS ARE IDENTICAL
 EXCEPT BOUNDING OWNERS NAME,
 PROPERTY TWO BEING "CHESTER HURLEY",
 PROPERTY THREE BEING "CHESTER HURLEY"

ANNVILLE FN
 JACKSON COUNTY, KENTUCKY
 PARCEL NO. 71-7
 PARCEL ADDRESS:
 HIGHWAY 290, ANNVILLE, KY 40402
 OWNER: TIM & LUCILLE ANDERSON
 P.O. BOX 368, ANNVILLE, KY 40402

RAWLAND TOWER SURVEY

INTEGRISITE

SAWY Engineering Group, Inc.
 1111 S. GUYTON BLVD.
 BIRMINGHAM, ALABAMA 35244
 PH: 205-253-8995
 WWW.SAWYENGINEERING.COM

PROJECT NO. 18-0708

SHEET 2 OF 3



PARENT TRACT (DEED BOOK 132, PAGE 571)(PARCEL 71-10)

NOTE: These two property descriptions are identical, with the exception of the bounding owners name in Property Two being "Chester Hurley" and in Property Three being "Chester Hurley" (Property 3 description - shown here from Title)

BEGINS at a stake on the south side of Highway 578, said stake being a corner to Gertrude Peters property; thence with South right of way of 578, S. 22 degrees E. 100 feet to a stake in said right of way; thence same S. 37 degrees E. 100 feet to a stake in same; thence with same S. 52 degrees E. 100 feet to a stake in same; thence with same S. 80 degrees E. 100 feet to a stake in same; thence with same S. 58 degrees 30' E. 500 feet to a stake; thence with same S. 80 degrees E. 100 feet to a stake in right of way; thence with same S. 83 degrees 30' E. 235 feet to a stake, a corner to Chester Hurley property; thence with said Chester Hurley property and old fence S. J degrees W. 591 feet to where fence begins; thence with same S. 8 degrees W. 377 feet to a 20 inch white oak; thence with same fence S. 3 degrees W. 187 feet to a 15 inch white oak; a corner to Annville Institute property thence with the old fence line and said Annville Institute S. 5 degrees W. 131 feet to a 24 inch white oak; thence with same S. 7 degrees W. 216 feet to a 8 inch oak in fence; thence with same S. 9 degrees W. 488 feet to a 30 inch red oak in corner; thence with same N. 81 degrees W. 178 feet to a 6 inch black oak; thence with same fence N. 84 degrees W. 137 feet to a stake in fence; thence with same N. 81 degrees W. 134 feet to a 6 inch white oak; thence with same N. 83 degrees W. 257 feet to a 48 inch poplar; thence with same fence line N. 85 degrees W. 478 feet to a post in fence; thence with same N. 81 degrees W. 52 feet to a corner fence post of the corner of Phillips property line; thence N. 16 degrees 30' E. 848 feet to a post; thence with same N. 15 degrees E. 220 feet to a corner fence post; thence with same N. 85 degrees W. 588 feet to a corner fence post; thence with same N. 19 degrees E. 168 feet to a 15 inch white oak; thence with same N. 15 degrees E. 93 feet to a fence post; thence with same fence N. 10 degrees 30' E. 640 feet to a post; thence with same N. 17 degrees E. 179 feet to a post in the corner of Gertrude Peters property; thence with the aforesaid Gertrude Peters line and fence line N. 24 degrees E. 154 feet to an 18 inch white oak; thence with same line N. 34 degrees E. 39 feet to a two white oak; thence with same line N. 58 degrees E. 495 feet to the beginning, containing 75.38 acres by survey on September 5, 1978.

PARENT TRACT (DEED BOOK 132, PAGE 571)(PARCEL 71-7)

PROPERTY NO. ONE: TRACT NO. 1: Lying and being on Big Bottom Branch of Pond Creek, and bounded as follows: BEGINNING at a stone, some being Ora Tussey's corner, thence with Tussey's and Loyd Rodger's line to Cottage Company's line to a cross fence on top of Reservoir Hill to a stone, thence North to a white oak and stone in the old John Pennington's survey of 30 acres; thence West with said survey line to the highway to a stone, thence South with said highway to the approach line to the beginning, containing 22 acres be it the same more or less. There has heretofore been sold off of the stone boundary of land, one acre more or less, to Carlo Matton and wife, Martha Matton, by deed dated August 18, 1951, and of record in Deed Book 58, at page 29, records of the Jackson County Court Clerk's Office.

TRACT NO. 2: Solid land lying in Jackson County, Kentucky, on the water of Pond Creek and bounded as follows to-wit: BEGINNING at a stone on the East side of the State Highway some being Delbert King's corner, thence Eastward 45 poles to a stone, white oak, and Hickory, thence North 13 E. 12 poles to two white oaks and Hickory, one fork about 9 feet from the ground, thence same direction N. 3 E. 42 poles to 3 small posts oak, some course with old fence row N. 3.22 poles to a dogwood and stone at the West end of a pair of barns, thence with the wire fence down corner, thence South with the State Highway right-of-way to the beginning, containing about 20 acres be it the same more or less.

TRACT NO. 3: Solid land lying in Jackson County, Kentucky, on the Big Bottom Branch waters of Pond Creek and bounded as follows: BEGINNING on a stone of State Highway, some being Elias Moore's corner, thence Eastward corner with the John Pennington's survey and said Thacher's line 314 feet to a stone, thence a Southward course 100 feet to a stone; thence a Westward course 306 feet to a stone and white oak of the State Highway; thence Northward 180 feet to the beginning, containing 1 1/4 acres be it the same more or less.

100' LEASE AREA (AS-SURVEYED)

A portion of the Anderson tract described in Deed 132, Page 571 as recorded in the Office of County Clerk for Jackson County, Kentucky, being in the South side of Highway 578, Jackson County, Kentucky, and being more particularly described as follows:

Commencing at a 5/8" capped rebar (TLL L53307) having Kentucky Single Zone State Plane Coordinates of N-3648438.18, E-5438924.84 found in place on the southerly right-of-way line of Highway 578 and marking the NE Corner of said tract; thence S 39°14'33" W for a distance of 2172.51 feet to a 5/8" rebar set and the Point of Beginning, said rebar having Kentucky Single Zone State Plane Coordinates of N-3646755.83, E-5437350.50; thence S 02°59'55" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 87°00'05" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 02°39'50" E for a distance of 100.00 feet to a 5/8" rebar set; thence S 87°00'05" E for a distance of 100.00 feet to the Point of Beginning. Said Lease area contains 0.23 acres.

30' INGRESS/EGRESS & UTILITY/FIBER EASEMENT (AS-SURVEYED)

A portion of the Anderson tract described in Deed 132, Page 571 as recorded in the Office of County Clerk for Jackson County, Kentucky, being in the South side of Highway 578, Jackson County, Kentucky, and being more particularly described as follows:

Commencing at a 5/8" capped rebar (TLL L53307) having Kentucky Single Zone State Plane Coordinates of N-3648438.18, E-5438924.84 found in place on the southerly right-of-way line of Highway 578 and marking the NE Corner of said tract; thence S 39°14'33" W for a distance of 2172.51 feet to a 5/8" rebar set and the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width; said rebar having Kentucky Single Zone State Plane Coordinates of N-3646755.83, E-5437350.50; thence S 87°00'05" E for a distance of 30.00 feet to a point; thence S 02°59'55" W for a distance of 20.00 feet to a point; thence with a curve to the left having a radius of 15.00 feet, a arc length of 23.56 feet and a chord bearing and distance of S 42°00'05" E, 21.21 feet to a point; thence S 87°00'05" E for a distance of 38.59 feet to a point, thence N 10°05'50" E for a distance of 66.76 feet to a point; thence N 14°21'37" E for a distance of 429.76 feet to a point; thence N 02°54'08" E for a distance of 37.50 feet to a point; thence N 05°33'01" W for a distance of 178.82 feet to a point; thence N 10°17'53" W for a distance of 249.09 feet to a point; thence N 04°47'30" W for a distance of 90.98 feet to a point; thence N 10°13'07" W for a distance of 282.43 feet to a point; thence N 01°07'11" E for a distance of 340.81 feet to a point; thence N 05°31'23" W for a distance of 64.07 feet to a point; thence N 18°12'48" W for a distance of 83.55 feet to a point; thence N 48°18'42" E for a distance of 271.88 feet to a point; thence N 55°31'40" E for a distance of 341.05 feet to a point on the southerly right-of-way line of Highway 578, thence S 55°20'39" E along said right-of-way line for a distance of 32.81 feet to a point; thence S 58°31'40" W leaving said right-of-way line for a distance of 351.12 feet to a point; thence S 48°16'42" W for a distance of 249.54 feet to a point; thence S 18°12'48" E for a distance of 87.27 feet to a point; thence S 05°31'23" E for a distance of 68.39 feet to a point; thence S 01°07'11" W for a distance of 336.81 feet to a point; thence S "01°07'11" E for a distance of 280.84 feet to a point; thence S 04°47'30" E for a distance of 83.05 feet to a point; thence S 10°17'53" E for a distance of 248.84 feet to a point; thence S 05°33'01" E for a distance of 178.82 feet to a point; thence S 02°54'08" W for a distance of 62.62 feet to a point; thence S 14°21'37" W for a distance of 431.54 feet to a point; thence S 10°05'50" W for a distance of 92.14 feet to a point; thence N 87°00'05" W for a distance of 65.08 feet to a point; thence with a curve to the left having a radius of 15.00 feet, a arc length of 23.56 feet and a chord bearing and distance of S 47°59'54" W, 21.21 feet to a point; thence S 02°58'55" W for a distance of 20.00 feet to a point; thence N 87°00'05" W for a distance of 30.00 feet to a point; thence N 02°39'55" E for a distance of 100.00 feet and the Point of Beginning. Said easement contains (78187.9 sq. ft.) 1.79 acres, more or less.

FLOTABLE EXCEPTIONS (PARCEL 71-10) U.S. Title Solutions Commitment for Title Insurance File No. 59025-KY1801-5030 Date January 11, 2018 Schedule B, Section B

Table with 3 columns: Exception No., Instrument, Comment. Includes entries for Judgment, Liens and UCC, Covenants/Restrictions, Book 7, page 85 (MARTY EISENBERG), Book 49, page 90 (Oil and Gas Lease), and Mortgage Schedule.

FLOTABLE EXCEPTIONS (PARCEL 71-7) U.S. Title Solutions Commitment for Title Insurance File No. 60065-KY1804-5030 Date May 17, 2018 Schedule B, Section B

Table with 3 columns: Exception No., Instrument, Comment. Includes entries for Judgment, Liens and UCC, Covenants/Restrictions, Easements and Rights of Way, and Mortgage Schedule.

SURVEYOR'S NOTES

- 1. This is a Raw Land Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 21, 2018.
2. The following surveying instruments were used of time of field visit: Nikon MPL-352, Total Station, Reflectors and Trip + Leppoy E RTK, GD 11E.
3. Bearings are based on Kentucky Single Zone State Plane Coordinates M0 83 by GPS observation.
4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
5. Benchmark used is a GPS Continuously Operating Reference Station, PID DK330. On-site benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
6. This survey was conducted for the purpose of a Raw Land Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
8. This survey was conducted with the benefit of an Abstract Title Search.
9. The survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KAR 18:150.
10. Field data upon which this map or plot is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field bearings were not adjusted.
11. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
12. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
13. The Lease Area, and Access and Utility Easement shown hereon is provided by IntegriSite dated March 9, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy.
14. Zoning Information: Jurisdiction: Kentucky Public Service Commission Zoning Required: Yes, through PSC.

SURVEYOR'S CERTIFICATION

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

David D. McKinney, Kentucky License No. 3964



ANNVILLE FN JACKSON COUNTY, KENTUCKY PARCEL NO. 71-7 PARCEL ADDRESS HIGHWAY 290, ANNVILLE, KY 40402 OWNER: TIM & LUCILLE ANDERSON P.O. BOX 368, ANNVILLE, KY 40402

RAWLAND TOWER SURVEY INTEGRISITE SHW Engineering Group, Inc. 214 S. 10TH STREET, SUITE 200, ANNVILLE, KY 40402

APPENDIX B

Local Geology, Soil Survey, and Soil Descriptions

(<https://www.usgs.gov/>)

Mineral Resources (<https://minerals.usgs.gov/>) / Online Spatial Data (/) / Geology (/geology/) / by state (/geology/state/) / Kentucky (/geology/state/state.php?state=KY)

Breathitt Formation, lower part

[XML \(/geology/state/xml/KYPAbI;0\)](/geology/state/xml/KYPAbI;0)

[JSON \(/geology/state/json/KYPAbI;0\)](/geology/state/json/KYPAbI;0)

lower part which includes Livingston Conglomerate Member of Lee Formation in eastern Rockcastle County

State Kentucky (/geology/state/state.php?state=KY)

Name Breathitt Formation, lower part

Geologic age Pennsylvanian

Lithologic constituents

Major

Sedimentary > Clastic > Siltstone *lithologies and lithology percentages estimated from stratigraphic column on paper source map; collectively these units are about 45% shale, 40% siltstone, 15% sandstone, and <5% coal and conglomerate*

Sedimentary > Clastic > Mudstone > Shale *lithologies and lithology percentages estimated from stratigraphic column on paper source map; collectively these units are about 45% shale, 40% siltstone, 15% sandstone, and <5% coal and conglomerate*

Minor

Sedimentary > Clastic > Sandstone *lithologies and lithology percentages estimated from stratigraphic column on paper source map; collectively these units are about 45% shale, 40% siltstone, 15% sandstone and <5% coal and conglomerate*

Incidental

Sedimentary > Clastic > Conglomerate *lithologies and lithology percentages estimated from stratigraphic column on paper source map; collectively these units are about 45% shale, 40% siltstone, 15% sandstone, and <5% coal and conglomerate*

Sedimentary > Coal *lithologies and lithology percentages estimated from stratigraphic column on paper source map; collectively these units are about 45% shale, 40% siltstone, 15% sandstone, and <5% coal and conglomerate*

Comments along and south of Pine Mountain; thickness is 625-800 m; in south-central Kentucky, thickness is at least 500+ m; in northeastern Kentucky, thickness is 50-300+ m; in east-central Kentucky, thickness is 225-415 m

References Noger, M.C., compiler, 1988, Geologic map of Kentucky: sesquicentennial edition of the Kentucky Geological Survey: U.S. Geological Survey and the Kentucky Geological Survey, scale 1:500,000.

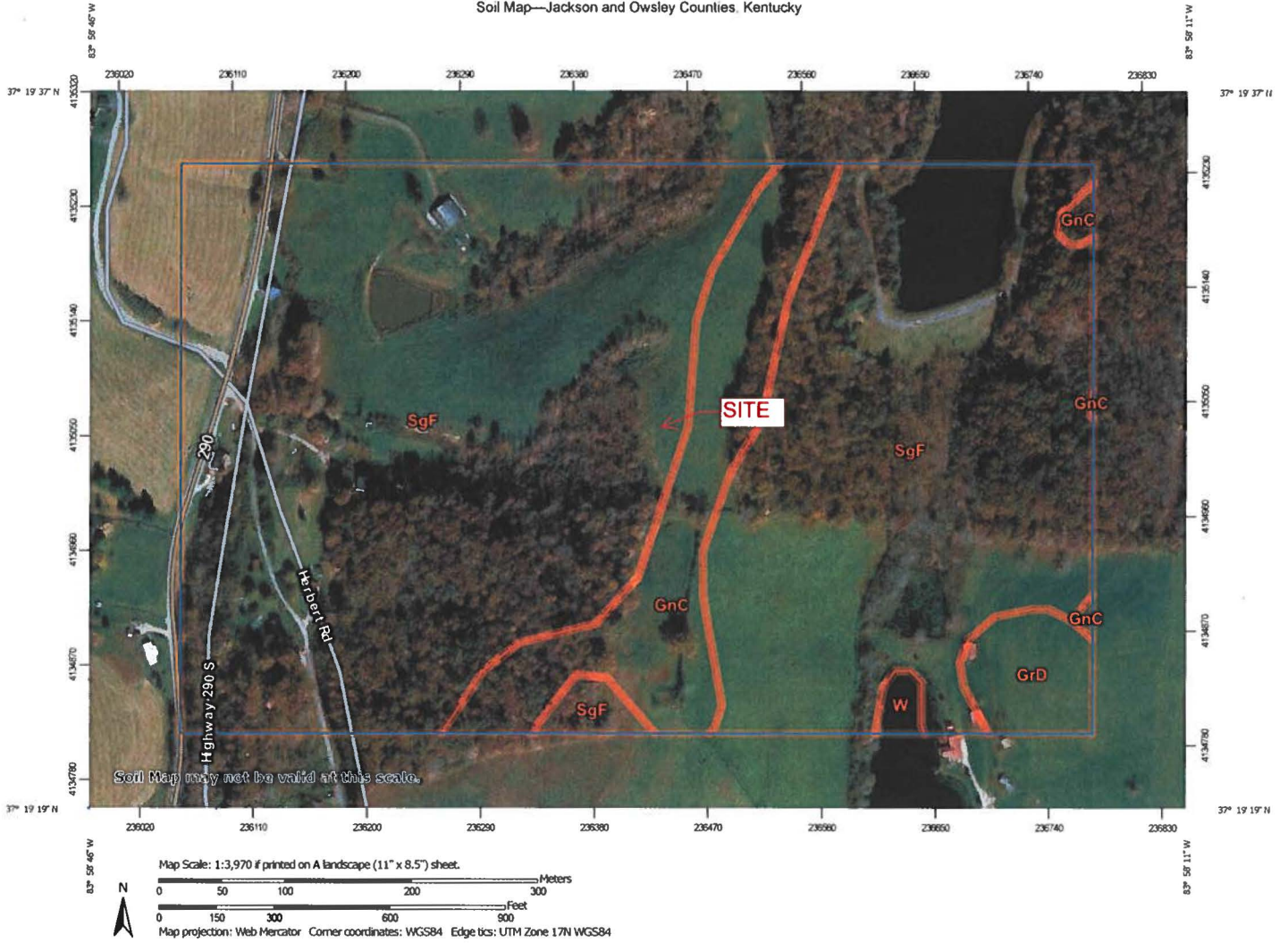
NGMDB product NGMDB product page for 16355 (https://ngmdb.usgs.gov/Prodesc/proddesc_16355.htm)

Counties Bell (/geology/state/fips-unit.php?code=f21013) - Breathitt (/geology/state/fips-unit.php?code=f21025) - Carter (/geology/state/fips-unit.php?code=f21043) - Clay (/geology/state/fips-unit.php?code=f21051) - Clinton (/geology/state/fips-unit.php?code=f21053) - Elliott (/geology/state/fips-unit.php?code=f21063) - Estill (/geology/state/fips-unit.php?code=f21065) - Floyd (/geology/state/fips-unit.php?code=f21071) - Greenup (/geology/state/fips-unit.php?code=f21089) - Harlan (/geology/state/fips-unit.php?code=f21095) - Jackson (/geology/state/fips-unit.php?code=f21109) - Johnson (/geology/state/fips-unit.php?code=f21115) - Knott (/geology/state/fips-unit.php?code=f21119) - Knox (/geology/state/fips-unit.php?code=f21121) - Laurel (/geology/state/fips-unit.php?code=f21125) - Lawrence (/geology/state/fips-unit.php?code=f21127) - Lee (/geology/state/fips-unit.php?code=f21129) - Leslie (/geology/state/fips-unit.php?code=f21131) - Letcher (/geology/state/fips-unit.php?code=f21133) - Lewis (/geology/state/fips-unit.php?code=f21135) - McCreary (/geology/state/fips-unit.php?code=f21147) - Madison (/geology/state/fips-unit.php?code=f21151) - Magoffin (/geology/state/fips-unit.php?code=f21153) - Martin (/geology/state/fips-unit.php?code=f21159) - Menifee (/geology/state/fips-unit.php?code=f21165) - Montgomery (/geology/state/fips-unit.php?code=f21173) - Morgan (/geology/state/fips-unit.php?code=f21175) - Owsley (/geology/state/fips-unit.php?code=f21189) - Perry (/geology/state/fips-unit.php?code=f21193) - Pike (/geology/state/fips-unit.php?code=f21195) - Powell (/geology/state/fips-unit.php?code=f21197) - Pulaski (/geology/state/fips-unit.php?code=f21199) - Rockcastle (/geology/state/fips-unit.php?code=f21203) - Rowan (/geology/state/fips-unit.php?code=f21205) - Wayne (/geology/state/fips-unit.php?code=f21231) - Whitley (/geology/state/fips-unit.php?code=f21235) - Wolfe (/geology/state/fips-unit.php?code=f21237)

DOI Privacy Policy (<https://www.doi.gov/privacy>) | Legal (https://www.usgs.gov/laws/policies_notices.html) | Accessibility (<https://www2.usgs.gov/laws/accessibility.html>) | Site Map (<https://www.usgs.gov/sitemap.html>) | Contact USGS (<https://answers.usgs.gov/>)





































U.S. Department of the Interior (<https://www.doi.gov/>) | DOI Inspector General (<https://www.doiig.gov/>) | White House (<https://www.whitehouse.gov/>) | E-gov (<https://www.whitehouse.gov/omb/management/egov/>) | No Fear Act (<https://www.doi.gov/pmb/eeo/no-fear-act>) | FOIA (<https://www2.usgs.gov/foia>)

Soil Map—Jackson and Owsley Counties, Kentucky



Soil Map—Jackson and Owsley Counties, Kentucky

MAP LEGEND

Area of Interest (AOI)			Area of Interest (AOI)		Spoil Area
Soils			Soil Map Unit Polygons		Stony Spot
	Soil Map Unit Lines		Very Stony Spot		Wet Spot
	Soil Map Unit Points		Other		Special Line Features
Special Point Features			Blowout	Water Features	
	Borrow Pit		Streams and Canals	Transportation	
	Clay Spot		Rails		Interstate Highways
	Closed Depression		US Routes		Major Roads
	Gravel Pit		Local Roads	Background	
	Gravelly Spot		Aerial Photography		
	Landfill				
	Lava Flow				
	Marsh or swamp				
	Mine or Quarry				
	Miscellaneous Water				
	Perennial Water				
	Rock Outcrop				
	Saline Spot				
	Sandy Spot				
	Severely Eroded Spot				
	Sinkhole				
	Slide or Slip				
	Sodic Spot				

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Jackson and Owsley Counties, Kentucky
Survey Area Data: Version 14, Oct 3, 2017

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

Date(s) aerial images were photographed: Oct 16, 2014—Mar 23, 2017

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
GnC	Gilpin silt loam, 5 to 12 percent slopes	8.7	10.9%
GrD	Gilpin-Rayne-Sequoia silt loams, 12 to 25 percent slopes	2.2	2.7%
SgF	Shelocta-Gilpin complex, 20 to 65 percent slopes, stony	68.9	85.9%
W	Water	0.4	0.5%
Totals for Area of Interest		80.2	100.0%

LOCATION SHELOCTA

KY+MD NC OH PA TN VA WV

Established Series
Rev. JHN-WHC-JMR
04/2001

SHELOCTA SERIES

The Shelocta series consists of deep and very deep, well drained, moderately permeable soils formed in mixed colluvium from shale, siltstone, and sandstone or colluvium and residuum. They are on steep concave mountain sides, foot slopes, and benches. Slopes range from 2 to 90 percent. The average annual precipitation is about 48 inches, and the average annual temperature is about 54 degrees F.

TAXONOMIC CLASS: Fine-loamy, mixed, active, mesic Typic Hapludults

TYPICAL PEDON: Shelocta silt loam--on a 25 percent concave slope in pasture. (Colors are for moist soil.)

Ap--0 to 10 inches; dark grayish brown (10YR 4/2) silt loam; weak fine granular structure; friable; 5 percent rock fragments; many roots; medium acid; clear smooth boundary. (7 to 11 inches thick).

Bt1--10 to 20 inches; yellowish brown (10YR 5/6) silt loam; weak medium subangular blocky structure; friable; 10 percent rock fragments; common clay films on faces of peds and in pores; common roots; very strongly acid; gradual wavy boundary. (10 to 20 inches thick)

Bt2--20 to 32 inches; yellowish brown (10YR 5/6) channery silty clay loam; moderate medium subangular blocky structure; firm; 15 percent rock fragments; many clay films on faces of peds; very strongly acid; clear wavy boundary. (10 to 20 inches thick)

Bt3--32 to 46 inches; yellowish brown (10YR 5/6) very channery silty clay loam; weak medium subangular blocky structure; firm; 45 percent rock fragments; common clay films on faces of peds and in pores; very strongly acid; gradual wavy boundary. (12 to 30 inches thick)

C--46 to 60 inches; yellowish brown (10YR 5/4) very channery silt loam; 60 percent rock fragments coated by silts; very strongly acid.

TYPE LOCATION: McCreary County, Kentucky; along Rock Creek by gravel road, 2.5 miles southwest of hamlet of Bell Farm, Kentucky.

RANGE IN CHARACTERISTICS; Solum thickness ranges from 40 to 60 inches or more. Depth to bedrock is more than 40 inches. Content of rock fragments ranges from 2 to 35 percent in the A horizon, from 5 to 50 percent in the individual B horizons, and from 15 to 70 percent in the 2B or C horizons. Reaction of the unlimed soils is strongly acid to extremely acid. Some pedons have A horizons that are medium acid or slightly acid.

The Ap horizon has hue of 10YR, 7.5YR, or 2.5Y, value of 4 or 5, and chroma of 2 to 4. A horizons 1 to 5 inches thick have hue of 10YR or 2.5Y, value of 3 or 4, and chroma of 1 to 3. E horizons have

hue of 10YR or 2.5Y, value of 5 to 7, and chroma of 2 to 4. Texture is silt loam, loam, or the channery, or gravelly analogues.

Some pedons have a BA, BE or Bw horizon with hue of 7.5YR, 10YR, or 2.5Y, value of 4 to 6, and chroma of 4 to 6. Texture of the fine-earth is silt loam, silty clay loam, or loam.

The Bt horizon has hue of 7.5YR, 10YR, or 2.5Y, value of 4 to 6, and chroma of 4 to 8. Some pedons have mottles in shades of brown, and in the lower part, some pedons have mottles, redoximorphic, or relict redoximorphic features in shades of gray. Texture of the fine-earth is silty clay loam, silt loam, or loam; however, loam texture is not permitted throughout the Bt horizon.

The C horizon has hue of 10YR or 2.5Y, value of 4 to 6, and chroma of 2 to 6, and some have mottles, redoximorphic, or relict redoximorphic features in shades of brown, olive, or gray. Texture of the fine-earth is silt loam, silty clay loam, clay loam, or loam.

Some pedons have 2B or 2C horizons below 40 inches formed in residuum from shales or siltstone and are silty clay or clay in the fine-earth.

COMPETING SERIES: These are the Albermarle, [Allegheny](#), [Allenwood](#), [Arcola](#), [Arendtsville](#), [Aura](#), [Bedington](#), [Birdsboro](#), [Bucks](#), [Butano](#), [Chester](#), [Chetwynd](#), [Chilmark](#), [Clymer](#), [Collington](#), [Edgemont](#), [Edneytown](#), [Elsinboro](#), [Eubanks](#), [Frankstown](#), [Freehold](#), [Gilpin](#), [Glenelg](#), [Leck Kill](#), [Meadowville](#), [Murrill](#), [Nixon](#), [Pineville](#), [Quakertown](#), [Rayne](#), [Shouns](#), [Syenite](#), [Tate](#), [Thurmont](#), [Ungers](#), and [Whiteford](#) series. Albermarle soils contain 0 to 15 percent rock fragments in the solum, and these are meta-arkosic sandstone, graylacke, or quartzite. Allegheny and Meadowville soils have less than 15 percent rock fragments in the Bt horizon. Allenwood, Arendtsville, Aura, Bedington, Birdsboro, Butano, Chester, Chetwynd, Collington, Eubanks, Leck Kill, Shouns, Ungers, and Whiteford soils have hue redder than 7.5YR in some or all parts of the Bt horizon. Arcola soils have weathered from Triassic and Jurassic red beds. Bucks, Clymer, Edgemont, Edneytown, Elsinboro, Gilpin, Glenelg, Quakertown, and Syenite soils have sola less than 40 inches thick. Chilmark soils have a sandy loam subhorizon in the Bt horizon and are underlain by glacial till. Frankstown soils have rock fragments dominated by leached siliceous limestone or chert. Freehold soils are very deep, contain glauconite, and are on coastal plains. Murrill soils have a lithologic discontinuity within the solum. Nixon soils have quartzite rock fragments. Pineville soils do not have silt loam or silty clay loam textures in the Bt horizon. Rayne soils have argillic horizons that terminate at less than 40 inches. Tate soils contain less than 30 percent silt in the control section. Thurmont soils are very deep and contain rock fragments of quartzite, granite, or other crystalline rocks.

GEOGRAPHIC SETTING: Gently sloping to very steep upland areas, foot slopes, and benches. Slopes range from 2 to 90 percent and most are concave. These soils are in areas within 42 to 54 inches average annual precipitation and average annual temperatures range from 48 to 59 degrees F. Shelocta soils have formed in the weathered product of colluvial material or colluvium and residuum from shale, siltstone, and sandstone.

GEOGRAPHICALLY ASSOCIATED SOILS: These are the competing [Gilpin](#) and [Rayne](#) soils and the [Cutshin](#), [Dekalb](#), [Grimsley](#), [Jefferson](#), [Kimper](#), [Muskingum](#), [Wernock](#), and [Weikert](#) soils. Cutshin, Dekalb, Kimper, Muskingum, and Weikert soils lack argillic horizons. Grimsley soils are loamy-skeletal. Jefferson soils have siliceous mineralogy.

DRAINAGE AND PERMEABILITY: Well drained, medium to rapid surface runoff and moderate permeability.

USE AND VEGETATION: About 25 percent of Shelocta soils are cleared and used for general crops and pasture. Wooded areas have mixed hardwoods-- oaks, gum, maple, yellow-poplar, cucumber, and some pine and hemlock.

DISTRIBUTION AND EXTENT: The plateau and mountain areas of Kentucky, Maryland, Pennsylvania, Tennessee, Virginia, and West Virginia. The series is of large extent.

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: Morgantown, West Virginia

SERIES ESTABLISHED: Indiana County, Pennsylvania; 1937.

Remarks: Diagnostic horizons in the pedon are:

Ochric epipedon: 0 to 10 inches, Ap

Argillic horizon: 10 to 46 inches, Bt1, Bt2, Bt3

National Cooperative Soil Survey
U.S.A.

LOCATION GILPIN PA+GA IN KY MD NY OH TN VA WV

Established Series
SLH/Rev. MDJ
10/2014

GILPIN SERIES

TAXONOMIC CLASS: Fine-loamy, mixed, active, mesic Typic Hapludults

TYPICAL PEDON: Gilpin channery silt loam on a 3 percent northwest facing slope in cropland. (Colors are for moist soil unless otherwise indicated.)

Ap--0 to 20 cm (0 to 8 inches); dark grayish brown (10YR 4/2) channery silt loam; weak fine granular structure; friable, slightly sticky and slightly plastic; 20 percent rock fragments of subangular siltstone and shale; moderately acid; abrupt smooth boundary. (15 to 25 cm (6 to 10 inches thick)

Bt1--20 to 33 cm (8 to 13 inches); yellowish brown (10YR 5/4) channery silt loam; weak fine and medium subangular blocky structure; friable, slightly sticky and slightly plastic; few distinct clay films on faces of peds and in pores; 25 percent rock fragments of subangular siltstone and shale; moderately acid; gradual wavy boundary.

Bt2--33 to 61 cm (13 to 24 inches); yellowish brown (10YR 5/6) channery silt loam; moderate medium subangular blocky structure; friable, slightly sticky and moderately plastic; few distinct clay films on faces of peds and in pores; 30 percent rock fragments of subangular siltstone and shale; very strongly acid; clear wavy boundary. (Combined thickness of the Bt horizon is 30 to 66 cm thick (12 to 26 inches.)

C--61 to 79 cm (24 to 30 inches); brown (10YR 5/3) extremely channery loam; massive; friable, slightly sticky and slightly plastic; few faint clay films and common prominent black coatings on fragments; 60 percent rock fragments of subangular siltstone and shale; very strongly acid; clear wavy boundary. (0 to 25 cm (0 to 10 inches thick)

R--79 cm (30 inches); light olive brown (2.5Y 5/4) fractured, thin bedded, shale and siltstone with silt and clay coatings in fractures; strongly acid.

TYPE LOCATION:

County: Indiana

State: Pennsylvania

USGS Quadrangle: Marion Center

Latitude (Decimal Degrees, NAD 83): 40.8550642

Longitude (Decimal Degrees, NAD 83): -79.018367

Directions to the pedon: In North Mahoning Township about mile southeast of Marchand, on a hilltop 500 feet east of Township Road 660.

RANGE IN CHARACTERISTICS:

Depth to the top of the Argillic: 13 to 38 cm (5 to 15 inches)

Depth to the base of the Argillic: 53 to 94 cm (21 to 37 inches)

Solum Thickness: 45 to 91 cm (18 to 36 inches)

Depth to Bedrock: 51 to 102 cm (20 to 40 inches)

Depth Class: Moderately deep

Rock Fragment content: 5 to 40 percent, by volume, in the solum and 30 to 90 percent, by volume, in the C horizon. The rock fragment content is less than 35 percent, by volume, in the upper 20 inches of the argillic horizon. Rock fragments are mostly angular to subangular channers of shale, siltstone, and sandstone.

Soil Reaction: Extremely acid through strongly acid throughout, except where limed

Range of Individual Horizons:

Ap horizon:

Color--hue of 10YR or 2.5Y, value of 3 through 5, and chroma of 2 through 4

Texture (fine-earth fraction)--silt loam or loam

A horizon (if it occurs):

Color--hue of 10YR or 2.5Y, value of 2 through 4, and chroma of 1 through 3

Texture (fine-earth fraction)--silt loam or loam

E, BE, or BA horizons (if they occur):

Color--hue of 7.5YR or 10YR, value of 4 through 6, and chroma of 3 through 6

Texture (fine-earth fraction)--silt loam or loam

Bt horizon:

Color--hue of 7.5YR through 2.5Y, value of 4 through 6, and chroma of 4 through 8

Texture (fine-earth fraction)--silt loam, loam, clay loam, or silty clay loam

Clay films--occur on ped faces, pores, and on rock fragments and are few or common and faint or distinct.

BC horizon (if it occurs):

Color--hue of 7.5YR through 2.5Y, value of 3 through 6, and chroma of 2 through 6

Texture (fine-earth fraction)--silt loam, loam, or silty clay loam

C horizon:

Color--hue of 7.5YR through 2.5Y, value of 3 through 6, and chroma of 2 through 6

Texture (fine-earth fraction)--silt loam, loam, or silty clay loam

Some pedons have a Cr horizon.

The R horizon is horizontal interbedded shale, siltstone, or fine grained sandstone.

COMPETING SERIES:

[Arcola](#) soils--are weathered from Triassic and Jurassic bedrock

[Bedington](#) soils--are very deep to bedrock

[Bucks](#) soils--are deep to bedrock with a silt mantle

[Collington](#) soils--are very deep to bedrock

[Edgemont](#) soils--are deep and very deep to quartzitic bedrock

[Edneytown](#) soils--are very deep to igneous and high-grade metamorphic bedrock
[Freehold](#) soils--are very deep and form in marine sediments containing glauconite
[Gladstone](#) soils--are very deep to residual and colluvial granitic gneiss bedrock
[Joanna](#) soils--are very deep to Triassic bedrock
[Leedsville](#) soils--are very deep to Triassic and Jurassic bedrock
[Millstone](#) soils--are very deep and form in loamy alluvium
[Penargyl](#) soils--are very deep and form in till over shale residuum bedrock
[Pennval](#) soils--are very deep and form in colluvium
[Pigeonroost](#) soils--form from igneous and high-grade metamorphic bedrock
[Pineville](#) soils--are very deep and form in colluvium
[Quakertown](#) soils--are deep to bedrock
[Rayne](#) soils--are deep and very deep to bedrock
[Shelocta](#) soils--are deep and very deep and form in colluvium or colluvium and residuum
[Syenite](#) soils--form from residual granite bedrock
[Wist](#) soils--are very deep to bedrock and form from glauconite bearing fluviomarine deposits

GEOGRAPHIC SETTING:

MLRA(s) using this series: 118, 119, 120, 122, 123, 124, 125, 126, 127, 128, 130, 147

Landscape: Upland

Landform: Ridge, hill, and hillslope

Geomorphic Component: Interfluvial, head slope, nose slope, or side slope

Hillslope Profile Position: Summit, shoulder, or backslope

Parent Material Origin: Nearly horizontal, interbedded gray and brown acid siltstone, shale, and sandstone

Parent Material Kind: Residuum

Slope: 0 to 70 percent

Elevation: 91 to 1097 meters (300 to 3600 feet)

Frost-free period: 120 to 180 days

Mean Annual Air Temperature: 7 to 14 degrees C. (46 to 57 degrees F.)

Mean Annual Precipitation: 914 to 1270 millimeters (36 to 50 inches)

GEOGRAPHICALLY ASSOCIATED SOILS:

[Beech](#) soils--occur on footslopes and are moderately well drained

[Berks](#) soils--occur on similar landscapes, do not have an argillic horizon, and have more coarse fragments in the solum and substratum

[Cavode](#) soils--occur on similar landscapes and are somewhat poorly drained

[Clarksburg](#) soils--occur on footslopes and are moderately well drained

[Dekalb](#) soils--occur on similar landscapes, have sandier textures, and have more coarse fragments in the solum and substratum

[Ernest](#) soils--occur on footslopes and are moderately well or somewhat poorly drained

[Muskingum](#) soils--occur on similar landscapes, do not have an argillic horizon, and are deep to bedrock

[Rayne](#) soils--occur on similar landscapes and are deeper than 102 cm to bedrock

[Shelocta](#) soils--occur on similar landscapes and are deeper than 102 cm to bedrock

[Upshur](#) soils--occur on similar landscapes, have finer textures in the solum and substratum, and are deep and very deep to bedrock

[Vandalia](#) soils--occur on footslopes, have finer textures in the solum and substratum, and are very deep to bedrock

[Wellston](#) soils--occur on similar landscapes and are deep and very deep to bedrock

Westmoreland soils--occur on similar landscapes and are deep and very deep to bedrock
Wharton soils--occur on similar landscapes, are moderately well drained, and are deep and very deep to bedrock

DRAINAGE AND SATURATED HYDRAULIC CONDUCTIVITY:

Drainage Class (Agricultural): Well drained
Index Surface Runoff: Negligible through high
Saturated Hydraulic Conductivity Class: High
Permeability Class (obsolete): Moderate
Shrink-Swell Class: Low
Flooding Frequency and Duration: None
Ponding Frequency and Duration: None

USE AND VEGETATION:

Major Uses: Hayland, pasture, cropland, and woodland
Dominant Vegetation: Where cultivated--Grass-legume hay, corn, soybeans, wheat, or oats. Where wooded--Oaks, maple, hickory, and yellow-poplar.

DISTRIBUTION AND EXTENT:

Distribution: Pennsylvania, Georgia, Indiana, Kentucky, Maryland, New York, Ohio, Tennessee, Virginia, and West Virginia
Extent: Large, over 6 million acres, at the time of this revision

MLRA SOIL SURVEY REGIONAL OFFICE (MO) RESPONSIBLE: MORGANTOWN, WEST VIRGINIA

SERIES ESTABLISHED: Indiana County, Pennsylvania, 1931.

REMARKS:

Diagnostic horizons and features recognized in this pedon are:
Ochric epipedon--the zone from 0 to 20 cm (Ap horizon)
Argillic horizon--the zone from 20 to 61 cm (Bt1 and Bt2 horizons)
Lithic contact--the zone starting at 79 cm (R horizon)
Series control section--the zone from 0 to 79 cm

ADDITIONAL DATA:

Characterization sample 61PA063056 is from the Type Location, and was used as the basis for placing this series in the active CEC class.

Characterization data is available from the Pennsylvania State Soil Characterization Laboratory for the following pedons: 75PA003001, 61PA063054, 65PA003008, S1965PA063180

Characterization data is available from The Ohio State Soil Characterization Laboratory for the following pedons: KX-043, PR-004, PR-005, ho-011, cs-019, cs-020, cs-024, mn-w15, mn-w20, at-W03, lw-s01, ws-023, ws-w08, ws-w10, ws-w34, ws-w35, As-007, Sk-025, bt-w02, AS-7, CA-W20, CA-W21, CS-W9, CS-W10, CS-W11, BT-S2, BT-W2, JF-16, MS-W1, MS-W2, MS-S4, TU-1, MN-8, MN-10, MN-26, MN-W3, MN-W9, MN-W43, SK-25, PR-4, PR-5, WS-W34, WS-W35

National Cooperative Soil Survey
U.S.A.

EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at 100 Main Street, McKee, KY 40447, head east (toward KY-290) on Main Street and travel approximately 151 feet.
2. Turn right onto KY-290 and travel approximately 7.7 miles.
3. Turn left onto KY-578 W and travel approximately 0.5 miles.
4. The access drive is on the right, off Hwy 578.
5. The site coordinates are:
 - a. North 37 deg 19 min 28.81 sec
 - b. West 83 deg 58 min 28.03 sec



Prepared by:
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P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Lexington
Cell Site Number: _____
Cell Site Name: Annville FN
Fixed Asset Number: 13356845

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Timothy Anderson, individually, and as Trustee under that Trust Agreement dated March 31, 1993, for the benefit of Lucille Anderson, and his wife Melissa Anderson, and Lucille Anderson, individually, and as Trustee under that Trust Agreement dated March 31, 1993, for the benefit of Timothy Anderson, having a mailing address of 3751 Highway 3630, Annville, KY 40402 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Highway 290, in the County of Jackson, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

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

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

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

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

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

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

documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

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

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

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

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance [REDACTED] (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

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

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

5. **APPROVALS.**

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

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

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the

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

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to [REDACTED] per occurrence and [REDACTED] general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

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

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

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

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

14. **MAINTENANCE/UTILITIES.**

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

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

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

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

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

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: Annville FN (KY)
Fixed Asset No.: 13356845
575 Morosgo Drive
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: _____; Cell Site Name: Annville FN (KY)
Fixed Asset No.: 13356845
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Tim Anderson
3751 Highway 3630
Annville, KY 40402

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

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

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

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

21. TAXES.

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

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

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

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

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

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

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: _____; Cell Site Name: Annville FN (KY)
Fixed Asset No: 13356845
575 Morosgo Drive
Atlanta, GA 30324

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

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. **MISCELLANEOUS.**

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Timothy Anderson, individually, and as Trustee under that Trust Agreement dated March 31, 1993, for the benefit of Lucille Anderson

[Signature]
Print Name: Timothy Anderson
Date: 7-9-2018

Melissa Anderson, wife of Timothy Anderson

[Signature]
Print Name: Melissa Anderson
Date: 7 9 18

Lucille Anderson, individually, and as Trustee under that Trust Agreement dated March 31, 1993, for the benefit of Timothy Anderson

[Signature]
Print Name: Lucille Anderson
Date: 7.9.18

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY)
) ss:
COUNTY OF Jackson)

On the 9 day of July, 2018 before me, personally appeared Timothy Anderson, Melissa Anderson, and Lucille Anderson, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: [Signature]
My Commission Expires: 5.4.2020

"TENANT"

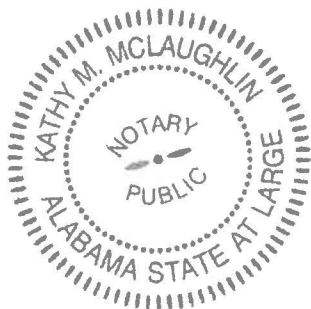
New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: Jason Allday
Print Name: Jason Allday
Its: Area Manager - TN/KY
Date: 7/23/18

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 23 day of July, 2018, before me personally appeared Jason Allday, and acknowledged under oath that he is the Area Manager - TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathy M. McLaughlin
Notary Public: Kathy M. McLaughlin
My Commission Expires: 10-26-2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 7

to the Option and Lease Agreement dated July 23, 2018, by and between Timothy Anderson, individually, and as Trustee under that Trust Agreement dated March 31, 1993, for the Benefit of Lucille Anderson, and Lucille Anderson, individually, and as Trustee under that Trust Agreement dated March 31, 1993, for the benefit of Timothy Anderson, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

TRACT NO. 1: Lying and being on Big Bottom Branch of Fond Creek, and bounded as follows:

BEGINNING at a stone, same being Ora Tussey's corner, thence with Tussey's and Loyd Rader's line to Colledge Company's line to a cross fence on top of Reservoir Hill to a stone; thence North to a White oak and stone in the old John Pennington's survey of 50 acres; thence West with said survey line to the highway to a stone; thence South with said highway to the approach line to the beginning, containing 22 acres be it the same more or less.

There has hereto fore been sold off of the stone boundary of land, one acre more or less, to Carlo Melton and wife, Martha Melton, by deed dated August 18, 1951, and of record in Deed Book 58, at page 29, records of the Jackson County Court Clerk's Office.

TRACT NO. 2: Said land lying in Jackson County, Kentucky, on the water of Pond Creek and bounded as follows to-wit:

BEGINNING at a stone on the East side of the State Highway same being Delbert King's corner, thence Eastward 45 poles to a stone, white oak, and hickory, thence North 13 E. 12 poles to two white oaks and hickory, one forks about 6 feet from the ground, thence same direction N. 3 E. 42 poles to 3 small posts oaks, same course with old fence row N. 3.22 poles to a dogwood and stone at the West end of a pair of barrows, thence with the wire fence down corner, thence South with the State Highway right-of-way to the beginning, containing about 20 acres be it the same more or less.

TRACT NO. 3: Said land lying in Jackson County, Kentucky, and on the Big Bottom Branch waters of Pond Creek and bounded as follows:

BEGINNING on a stone at State Highway, same being Elias Moore's corner thence Eastward corner with the John Pennington's survey and said Tincher's line 314 feet to a stone; thence a Southward course 100 feet to a stone; thence a Westward course 308 feet to a stone and white oak at the State highway; thence Northward 180 feet to the beginning, containing 1 1/4 acres be it the same more or less.

PROPERTY NO. TWO

BEGINNING at a stake on the South side of Highway 578, said stake being a corner to Gertrude Peters property; thence with South right-of-way of 578 (1). S 22 Degrees E, 100 feet to a stake in said right-of-way; thence same (2). S 37 Degrees E, 100 feet to a stake in same; thence with same (3). S 52 Degrees E, 100 feet to a stake in same; thence with same (4). S 60 Degrees E, 100 feet to a stake in same; thence with same (5). S 58 Degrees, 30 Min-utes E, 500 feet to a stake; thence with same (6). S 60 Degrees E, 100 feet to a stake in right-of-way; thence with same (7). S 63 Degrees, 30 Minutes E, 235 feet to a stake, a corner to Chester Kerby property; thence with said Chester Kerby property and old fence (8). S 3 Degrees W, 591 feet to where fence begins; thence with same line (9), S 8 Degrees W, 377 feet to a 20" White Oak; thence with same fence (10). S 3 Degrees W, 187 feet to a 15" White Oak, a corner to Annville Institute property; thence with the old fence line and said Annville Institute (11). S 5 Degrees W, 151 feet to a 24" White Oak; thence with same (12). S 7 Degrees W, 216 feet to an 8" Oak in fence; thence with same (13). S 8 De-grees W, 498 feet to a 30" Red Oak in com thence with same (14). N 81

Degrees W, 178 feet to a 6" Black Oak; thence with same fence (15). N 84 Degrees W, 137 feet to a stake in fence thence with same (16). N 81 Degrees W, 134 feet to a 6" White Oak; thence with same (17). N 83 Degrees W, 257 feet to a 48" Poplar; thence with same fence line (18). N 85 Degrees W, 478 feet to a post in fence; thence with same (19). N 81 Degrees W, 52 feet to a corner fence post at the corner of Phillips property; thence with the fence line and the said Phillips property line (20) N 16 Degrees, 30 Minutes E, 648 feet to a post; thence with same (21). N 15 Degrees E, 220 feet to a corner fence post; thence with fence (22). N 85 Degrees W, 588 feet to a corner fence post, thence with fence (23). N 19 Degrees E, 166 feet to a 15" White Oak; thence with Phillips fence (24). N 15 Degrees E, 93 feet to a fence post; thence with same fence (25). N 10 Degrees, 30 Minutes E, 840 feet to a post; thence with same (26). N 17 De-grees E, 179 feet to a post in the corner of Gertrude Peters prop-erty; thence with the aforesaid Gertrude Peters line and fence line (27). N 24 Degrees E, 154 feet to an 18" White Oak; thence with Peters line (28). N 34 Degrees 39 feet to a twin White Oak; thence with same line (29). N 58 Degrees E 495 feet to the beginning, containing 75.38 Acres by survey on September 5, 1978.

There has heretofore been sold off of the aforesaid Property No. Two, two acres more or less, to Garland Gabbard and Jackie Gabbard, his wife, by deed dated October 20, 1987 and of record in Deed Book 118 Page 412 in the Jackson County Court Clerk's Office.

PROPERTY NO. THREE

BEGINNING at a stake on the south side of Highway 578, said stake being a corner to Gertrude Peters property; thence with South right of way of 578, S. 22 degrees E. 100 feet to a stake in said right of way; thence same S. 37 degrees E. 100 feet to a stake in same; thence with same S. 52 degrees E. 100 feet to stake in same; thence with same S. 60 degrees E. 100 feet to a stake in same; thence with same S. 58 degrees 30' E. 500 feet to a stake; thence with same S. 60 degrees E. 100 feet to a stake in right of way; thence with same S. 63 degrees 30' E. 235 feet to a stake, a corner to Chester Hurley property; thence with said Chester Hurley property and old fence S. 3 degrees W. 591 feet to where fence begins; thence with same line S. 8 degrees W. 377 feet to a 20 inch white oak; thence with same fence S. 3 degrees W. 187 feet to a 15 inch white oak, a corner to Annville Institute property thence with the old fence line and said Annville Institute S. 5 degrees W. 151 feet to a 24 inch white oak; thence with same S. 7 degrees W. 216 feet to a 8 inch oak in fence; thence with same S. 8 degrees W. 498 feet to a 30 inch red oak in corner; thence with same N. 81 degrees W. 178 feet to a 6 inch black oak; thence with same fence N. 84 degrees W. 137 feet to a stake in fence; thence with same N. 81 degrees W. 134 feet to a 6 inch white oak; thence with same N. 83 degrees W. 257 feet to a 48 inch poplar; thence with same fence line N. 85 degrees W. 478 feet to a post in fence; thence with same N. 81 degrees W. 52 feet to a corner fence post at the corner of Phillips property line; thence N. 16 degrees 30' E. 648 feet to a post; thence with same N. 15 degrees E. 220 feet to a corner fence post; thence with fence N. 85 degrees W. 588 feet to a corner fence post; thence with fence N. 19 degrees E. 166 feet to a 15 inch white oak; thence with Phillips fence N. 15 degrees E. 93 feet to a fence post; thence with same fence N. 10 degrees 30' E 840 feet to a post; thence with same N. 17 degrees E. 179 feet to a post in the corner of Gertrude Peters property ; thence with the aforesaid Gertrude Peters line and fence line N. 24 degrees E. 154 feet to an 18 inch white oak; thence with Peters line N. 34 degrees E. 39 feet to a twin white oak; thence with same line N. 58 degrees E. 495 feet to the beginning, containing 75.38 acres by survey on September 5, 1978.

NOTE: These two property descriptions are identical, with the exception of the bounding owners name in Property Two being "Chester Kerby" and in Property Three being "Chester Hurley"

The Premises are described and/or depicted as follows:

100' x 100' LEASE AREA (AS-SURVEYED)

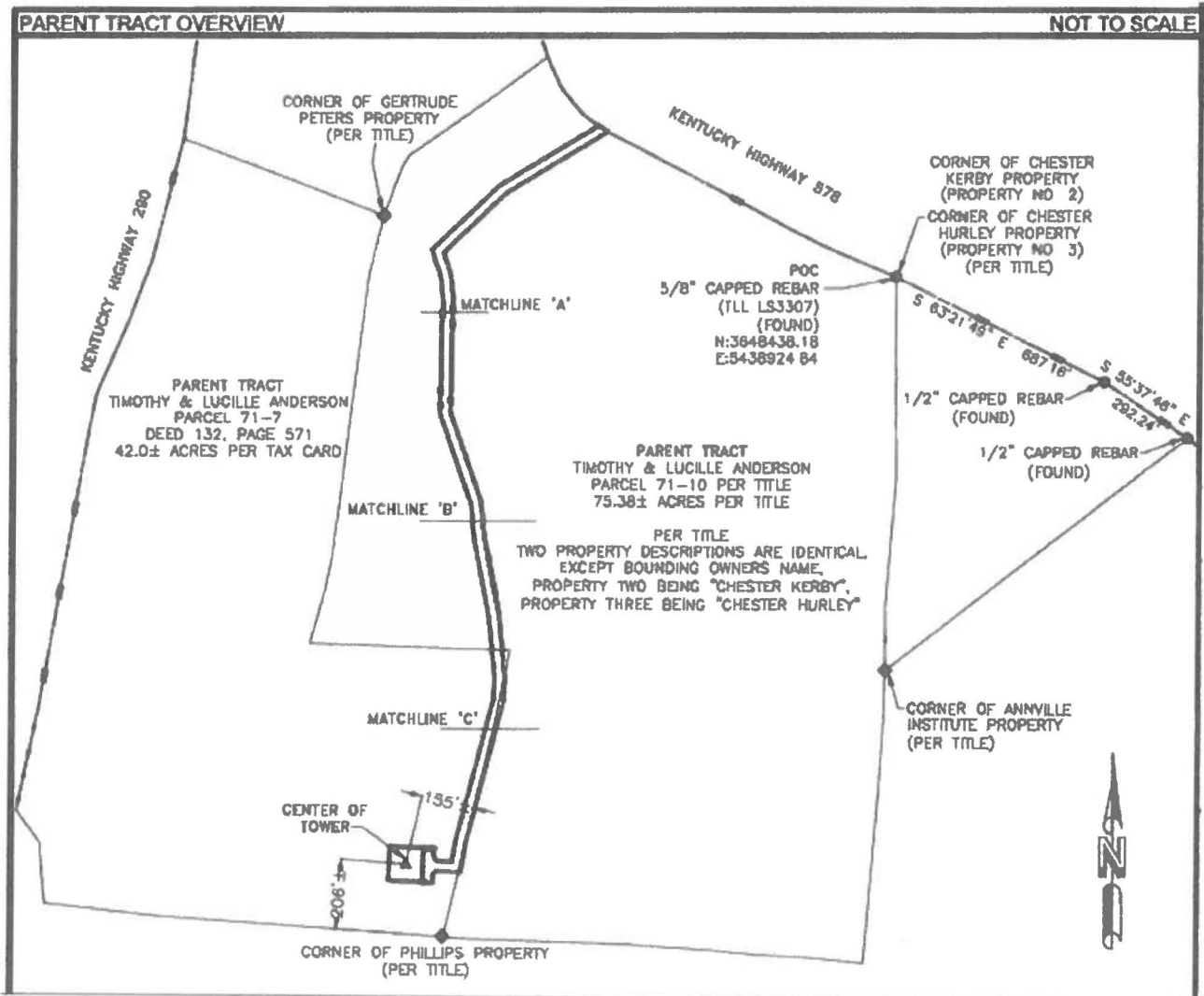
A portion of the Anderson tract described in Deed 132, Page 571 as recorded in the Office of County Clerk for Jackson County, Kentucky, being in the South side of Highway 578, Jackson County, Kentucky, and being more particularly described as follows;

Commencing at a 5/8" capped rebar (TLL LS3307) (having Kentucky Single Zone State Plane Coordinates of N:3648438.18, E:5438924.84) found in place on the southerly right-of-way line of Highway 578 and marking the NE Corner of said tract; thence S 39°14'33" W for a distance of 2172.51 feet to a 5/8" rebar set and the Point of Beginning; said rebar having Kentucky Single Zone State Plane Coordinates of N:3646755.63, E:5437550.50; thence S 02°59'55" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 87°00'05" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 02°59'55" E for a distance of 100.00 feet to a 5/8" rebar set; thence S 87°00'05" E for a distance of 100.00 feet to the Point of Beginning. Said Lease area contains 0.23 acres.

30' INGRESS/EGRESS & UTILITY/FIBER EASEMENT (AS-SURVEYED)

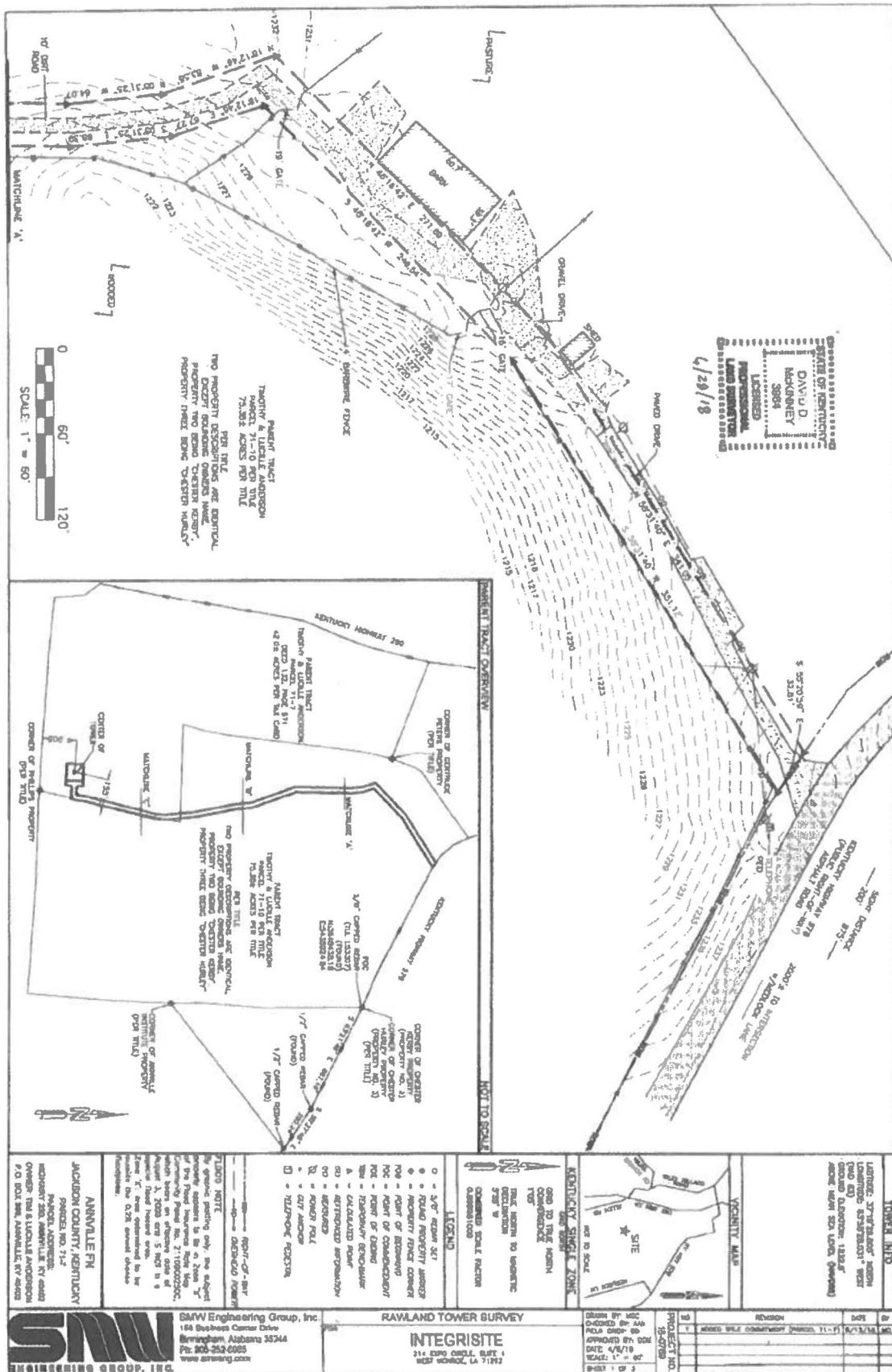
A portion of the Anderson tract described in Deed 132, Page 571 as recorded in the Office of County Clerk for Jackson County, Kentucky, being in the South side of Highway 578, Jackson County, Kentucky, and being more particularly described as follows;

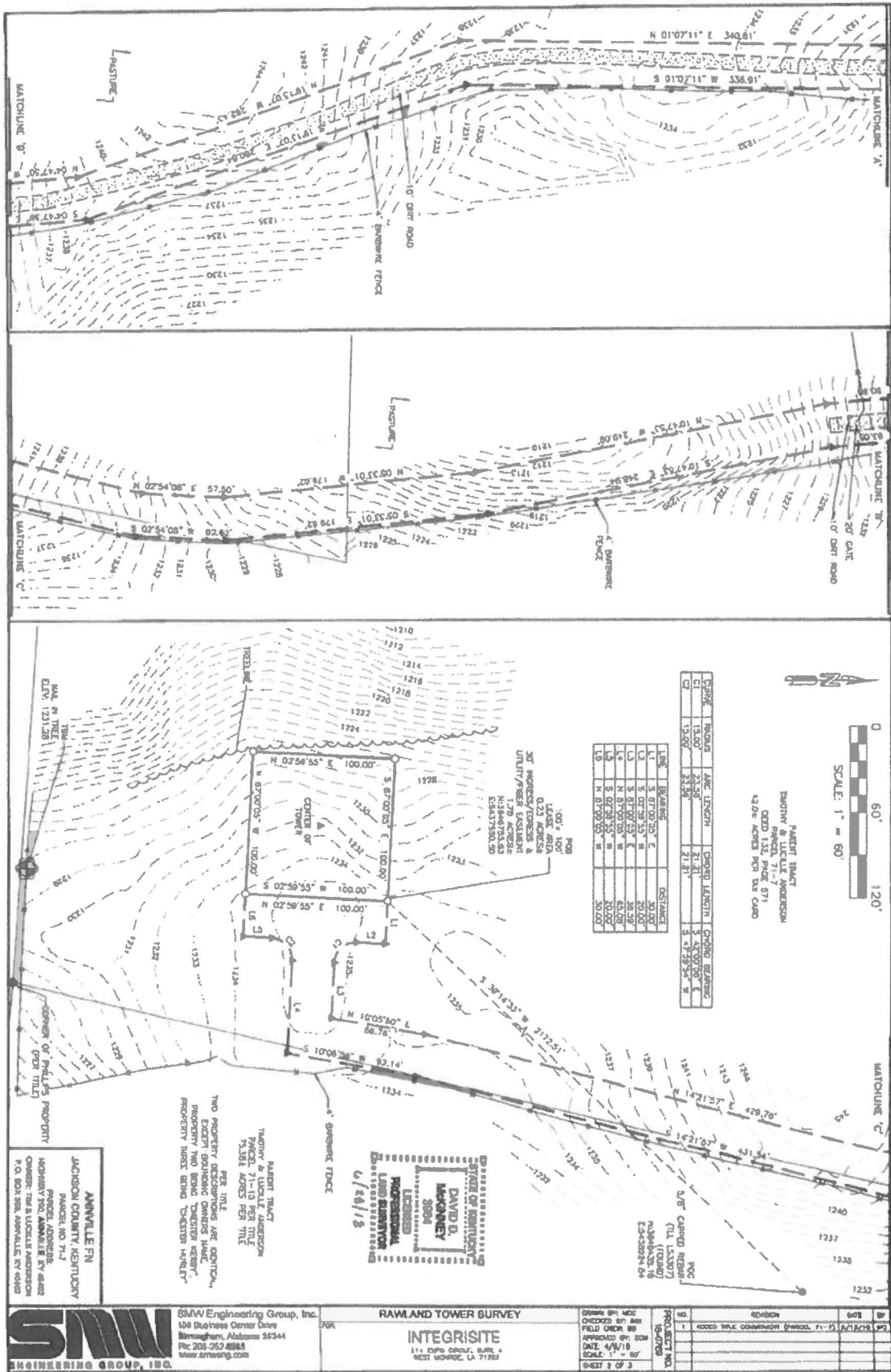
Commencing at a 5/8" capped rebar (TLL LS3307) (having Kentucky Single Zone State Plane Coordinates of N:3648438.18, E:5438924.84) found in place on the southerly right-of-way line of Highway 578 and marking the NE Corner of said tract; thence S 39°14'33" W for a distance of 2172.51 feet to a 5/8" rebar set and the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width; said rebar having Kentucky Single Zone State Plane Coordinates of N:3646755.63, E:5437550.50; thence S 87°00'05" E for a distance of 30.00 feet to a point; thence S 02°59'55" W for a distance of 20.00 feet to a point; thence with a curve to the left having a radius of 15.00 feet, a arc length of 23.56 feet and a chord bearing and distance of S 42°00'08" E, 21.21 feet to a point; thence S 87°00'05" E for a distance of 38.59 feet to a point; thence N 10°05'50" E for a distance of 66.76 feet to a point; thence N 14°21'57" E for a distance of 429.76 feet to a point; thence N 02°54'08" E for a distance of 57.50 feet to a point; thence N 05°33'01" W for a distance of 176.62 feet to a point; thence N 10°47'53" W for a distance of 249.09 feet to a point; thence N 04°47'30" W for a distance of 90.98 feet to a point; thence N 18°13'07" W for a distance of 282.43 feet to a point; thence N 01°07'11" E for a distance of 340.81 feet to a point; thence N 05°31'25" W for a distance of 84.07 feet to a point; thence N 18°12'46" W for a distance of 83.55 feet to a point; thence N 46°16'42" E for a distance of 271.69 feet to a point; thence N 58°31'40" E for a distance of 341.05 feet to a point on the southerly right-of-way line of Highway 578; thence S 55°20'59" E along said right-of-way line for a distance of 32.81 feet to a point; thence S 58°31'40" W leaving said right-of-way line for a distance of 351.12 feet to a point; thence S 46°16'42" W for a distance of 249.54 feet to a point; thence S 18°12'46" E for a distance of 67.27 feet to a point; thence S 05°31'25" E for a distance of 68.39 feet to a point; thence S 01°07'11" W for a distance of 336.91 feet to a point; thence S 19°13'07" E for a distance of 280.84 feet to a point; thence S 04°47'30" E for a distance of 93.05 feet to a point; thence S 10°47'53" E for a distance of 248.94 feet to a point; thence S 05°33'01" E for a distance of 178.82 feet to a point; thence S 02°54'08" W for a distance of 82.62 feet to a point; thence S 14°21'57" W for a distance of 431.54 feet to a point; thence S 10°05'50" W for a distance of 92.14 feet to a point; thence N 87°00'05" W for a distance of 65.08 feet to a point; thence with a curve to the left having a radius of 15.00 feet, a arc length of 23.56 feet and a chord bearing and distance of S 47°59'54" W, 21.21 feet to a point; thence S 02°59'55" W for a distance of 20.00 feet to a point; thence N 87°00'05" W for a distance of 30.00 feet to a point; thence N 02°59'55" E for a distance of 100.00 feet and the Point of Beginning. Said easement contains (78187.9 sq. ft.) 1.79 acres, more or less.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.





LINE	BEARING	LENGTH	BEARING	LENGTH	CORNER	REMARKS
1	N 107°07'11" E	340.81	N 107°07'11" E	340.81	1	10' DIRT ROAD
2	S 109°55'33" W	111.07	S 109°55'33" W	111.07	2	
3	N 02°54'45" E	262.42	N 02°54'45" E	262.42	3	
4	S 08°47'50" W	104.47	S 08°47'50" W	104.47	4	
5	N 02°54'45" E	262.42	N 02°54'45" E	262.42	5	
6	S 109°55'33" W	111.07	S 109°55'33" W	111.07	6	
7	N 107°07'11" E	340.81	N 107°07'11" E	340.81	7	

LINE	BEARING	LENGTH	BEARING	LENGTH	CORNER	REMARKS
1	N 07°07'05" E	50.00	N 07°07'05" E	50.00	1	
2	S 02°59'50" W	20.00	S 02°59'50" W	20.00	2	
3	N 07°07'05" E	50.00	N 07°07'05" E	50.00	3	
4	S 02°59'50" W	20.00	S 02°59'50" W	20.00	4	
5	N 07°07'05" E	50.00	N 07°07'05" E	50.00	5	
6	S 02°59'50" W	20.00	S 02°59'50" W	20.00	6	
7	N 07°07'05" E	50.00	N 07°07'05" E	50.00	7	
8	S 02°59'50" W	20.00	S 02°59'50" W	20.00	8	

100' ± 100'
 LEASE AREA
 0.23 ACRES
 30' WOODS
 UTILITY/FEED FACILITY
 1.78 ACRES
 N184°47'54.83
 E134°57'30.25

STRIP OF RIGHTWAY
 DAVID B. LAMBERT
 LAND SURVEYOR
 LICENSED PROFESSIONAL
 U/8413

TOWER TRACT
 TOWER TRACT
 PARCELS 21-13 PER TITLE
 13.88 ACRES PER TITLE
 PER TITLE
 TWO PROPERTY DESCRIPTIONS ARE IDENTICAL
 PROPERTY TWO BEING "TOWER TRACT"
 PROPERTY ONE BEING "TOWER TRACT"

ANNVILLE FN
 JACKSON COUNTY, KENTUCKY
 PARCELS NO 71-7
 PROJECT NO. ANNVILLE FN 4802
 OWNER: TBA & LUCILLE ANDERSON
 P.O. BOX 908, ANNVILLE, KY 40009

SMW ENGINEERING GROUP, INC.
 2000
 Birmingham, Alabama 35244
 TEL: 205-252-8998
 FAX: 205-252-8999

RAWLAND TOWER BURVEY
INTEGRISITE
 111 EAST CENTER, SUITE 4
 WEST HAVEN, LA 71293

DRAWN BY: MJC
 CHECKED BY: MJC
 FIELD CHECK BY:
 APPROVED BY: MJC
 DATE: 4/18/18
 SCALE: 1" = 60'
 SHEET NO. 0437 2 OF 2

NO.	REVISION	DATE
1	ADDED TOWER COMMISSION PARCEL 71-71	5/18/2018

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

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

1. NONE.

[Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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


Landlord Signature


Landlord Signature


Landlord Signature

**EXHIBIT J
NOTIFICATION LISTING**

Annville FN – Notice List

YORK JERRY
1232 HWY 578 N
ANNVILLE, KY 40402

KING LINDA JOY & RICK
1058 HWY 578 N
ANNVILLE, KY 40402

BALL JUDY & FREDDIE
250 MILDRED RD
MCKEE, KY 40447

ANNVILLE INSTITUTE
ANNVILLE
ANNVILLE, KY 40402

ANDERSON LUCILLE & TIM
% CARPENTER TRUCKING
PO BOX 368
ANNVILLE, KY 40402

GABBARD GARLAND & JACKIE
1153 HWY 578 N
ANNVILLE, KY 40402

PETERS ROBERT DAVID
PETERS ROBYN
395 LONE OAK RD
MT VERNON, KY 40456

HILLARD MYRL GENE
253 WILEY HILLARD RD
ANNVILLE, KY 40402

WORD JEROME & JANET ENGLE-WORD
81 SHERMAN LN
LONDON, KY 40741

BOTNER JACK & ZETTA
151 ANNA MOORE RD
ANNVILLE, KY 40402

ALLEN DANNY & JENNINE
29 ALLEN ROAD
ANNVILLE, KY 40402

PETERS TAMMY
702 HAZLE BRANCH RD
ANNVILLE, KY 40402

CHARLIE & MARY LOU CODY
918 HIGHWAY 578 N
ANNVILLE, KY 40402

ALLEN MELISSA GALE
(JERRY & MELISSA GABBARD)
%JACKSON COUNTY BANK
PO BOX 485
MCKEE, KY 40447

REECE LINDA
PO BOX 8
ANNVILLE, KY 40402

KING G. W. CEMETERY
HWY 578 N
ANNVILLE, KY 40402

KERBY KENNETH & PAULINE
887 HWY 578 N
ANNVILLE, KY 40402

CODY JD & BERTHA HEIRS
C/O MARY JEAN PARRETT
383 HAZEL BRANCH RD
ANNVILLE, KY 40402

KERBY JOHN DOUGLAS & MATTIE
C/O PETE & ETHEL TRUETT
649 MEDLOCK LANE
ANNVILLE, KY 40402

WELLS CHRISTOPHER K & TIFFANY
1466 HWY 578 N
ANNVILLE, KY 40402

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION



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

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Annville FN**

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a parcel having an address of Highway 290, Annville, KY 40402 (37° 19' 28.81" North latitude, 83° 58' 28.03" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00125 in any correspondence sent in connection with this matter.

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

Sincerely,
David A. Pike
Attorney for Applicant

enclosures

Driving Directions to Proposed Tower Site

1. Beginning at 100 Main Street, McKee, KY 40447, head east (toward KY-290) on Main Street and travel approximately 151 feet.
2. Turn right onto KY-290 and travel approximately 7.7 miles.
3. Turn left onto KY-578 W and travel approximately 0.5 miles.
4. The access drive is on the right, off Hwy 578.
5. The site coordinates are:
 - a. North 37 deg 19 min 28.81 sec
 - b. West 83 deg 58 min 28.03 sec



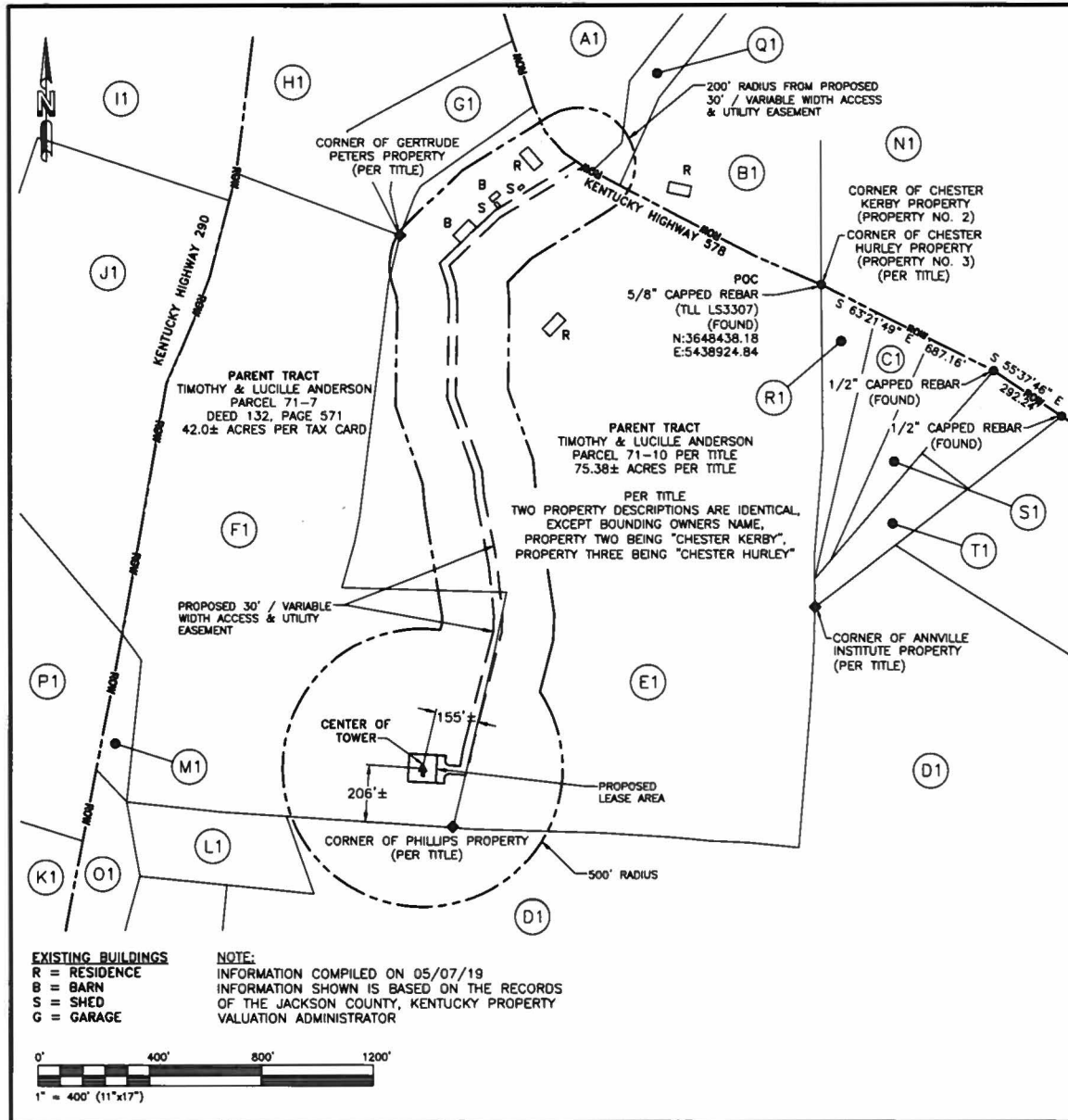
Prepared by:
Chris Shouse
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293



#	DATE	DESCRIPTION
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	RESUBMITTED FOR CLIENT REV.
2	06/05/19	RESUBMITTED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
**500' RADIUS AND
ABUTTERS MAP**

DESIGNED: JDS
DRAWN: BMD
CHECKED: RTB
JOB #: 13356845



- (A1) PARCEL ID: 71-10A
YORK, JERRY
1232 HWY 578 N
ANNVILLE, KY 40402
- (B1) PARCEL ID: 71-11
KING LINDA JOY & RICK
1058 HWY 578 N
ANNVILLE, KY 40402
- (C1) PARCEL ID: 71C-35
BALL JUDY & FREDDIE
250 MILDRED RD
MCKEE, KY 40447
- (D1) PARCEL ID: 71C-12
ANNVILLE INSTITUTE
ANNVILLE
ANNVILLE, KY 40402
- (E1) PARCEL ID: 71-10
ANDERSON, LUCILLE & TIM
% CARPENTER TRUCKING
PO BOX 368
ANNVILLE, KY 40402
- (F1) PARCEL ID: 71-7
ANDERSON, LUCILLE & TIM
% CARPENTER TRUCKING
PO BOX 368
ANNVILLE, KY 40402
- (G1) PARCEL ID: 71-10B
GABBARD, GARLAND & JACKIE
1153 HWY 578 N
ANNVILLE, KY 40402
- (H1) PARCEL ID: 71-3
PETERS, ROBERT DAVID & ROBYN
395 LONE OAK RD
MT VERNON, KY 40456
- (I1) PARCEL ID: 71-5
HILLARD, MYRL GENE
253 WILEY HILLARD RD
ANNVILLE, KY 40402
- (J1) PARCEL ID: 71-6B
WORD JEROME & JANET ENGLE-WORD
81 SHERMAN LN
LONDON, KY 40741
- (K1) PARCEL ID: 59SE-38
BOTNER, JACK & ZETTA
151 ANNA MOORE RD
ANNVILLE, KY 40402
- (L1) PARCEL ID: 71C-2
ALLEN DANNY & JENNINE
29 ALLEN ROAD
ANNVILLE, KY 40402
- (M1) PARCEL ID: 71C-1
TAMMY PETERS
702 HAZLE BRANCH ROAD
ANNVILLE, KY 40402
- (N1) PARCEL ID: 71-12A
CHARLIE & MARY LOU CODY
918 HIGHWAY 578 N
ANNVILLE, KY 40402
- (O1) PARCEL ID: 71C-4
MELISSA GALE ALLEN
(JERRY & MELISSA GABBARD)
%JACKSON COUNTY BANK
P.O. BOX 485, MCKEE, KY 40447

- (P1) PARCEL ID: 71-6C
REECE LINDA
PO BOX B
ANNVILLE, KY 40402
- (Q1) PARCEL ID: 71-11B
KING G. W. CEMETERY
HWY 578 N
ANNVILLE, KY 40402
- (R1) PARCEL ID: 71C-35A
KERBY KENNETH & PAULINE
887 HWY 578 N
ANNVILLE, KY 40402
- (S1) PARCEL ID: 71C-35B
CODY JD & BERTHA HEIRS
C/O MARY JEAN PARRETT
383 HAZEL BRANCH RD
ANNVILLE, KY 40402
- (T1) PARCEL ID: 71C-35C
KERBY JOHN DOUGLAS & MATTIE
C/O PETE & ETHEL TRUETT
649 MEDLOCK LANE
ANNVILLE, KY 40402

EXISTING BUILDINGS
R = RESIDENCE
B = BARN
S = SHED
G = GARAGE

NOTE:
INFORMATION COMPILED ON 05/07/19
INFORMATION SHOWN IS BASED ON THE RECORDS
OF THE JACKSON COUNTY, KENTUCKY PROPERTY
VALUATION ADMINISTRATOR



EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

VIA CERTIFIED MAIL

Shane Gabbard
County Judge Executive
P.O. Box 175
McKee, KY 40447

**RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2019-00125
Site Name: Annville FN**

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a parcel having an address of Highway 290, Annville, KY 40402 (37° 19' 28.81" North latitude, 83° 58' 28.03" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00125 in any correspondence sent in connection with this matter.

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

Sincerely,
David A. Pike
Attorney for Applicant

enclosures

Driving Directions to Proposed Tower Site

1. Beginning at 100 Main Street, McKee, KY 40447, head east (toward KY-290) on Main Street and travel approximately 151 feet.
2. Turn right onto KY-290 and travel approximately 7.7 miles.
3. Turn left onto KY-578 W and travel approximately 0.5 miles.
4. The access drive is on the right, off Hwy 578.
5. The site coordinates are:
 - a. North 37 deg 19 min 28.81 sec
 - b. West 83 deg 58 min 28.03 sec



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



SMW # 18-0769

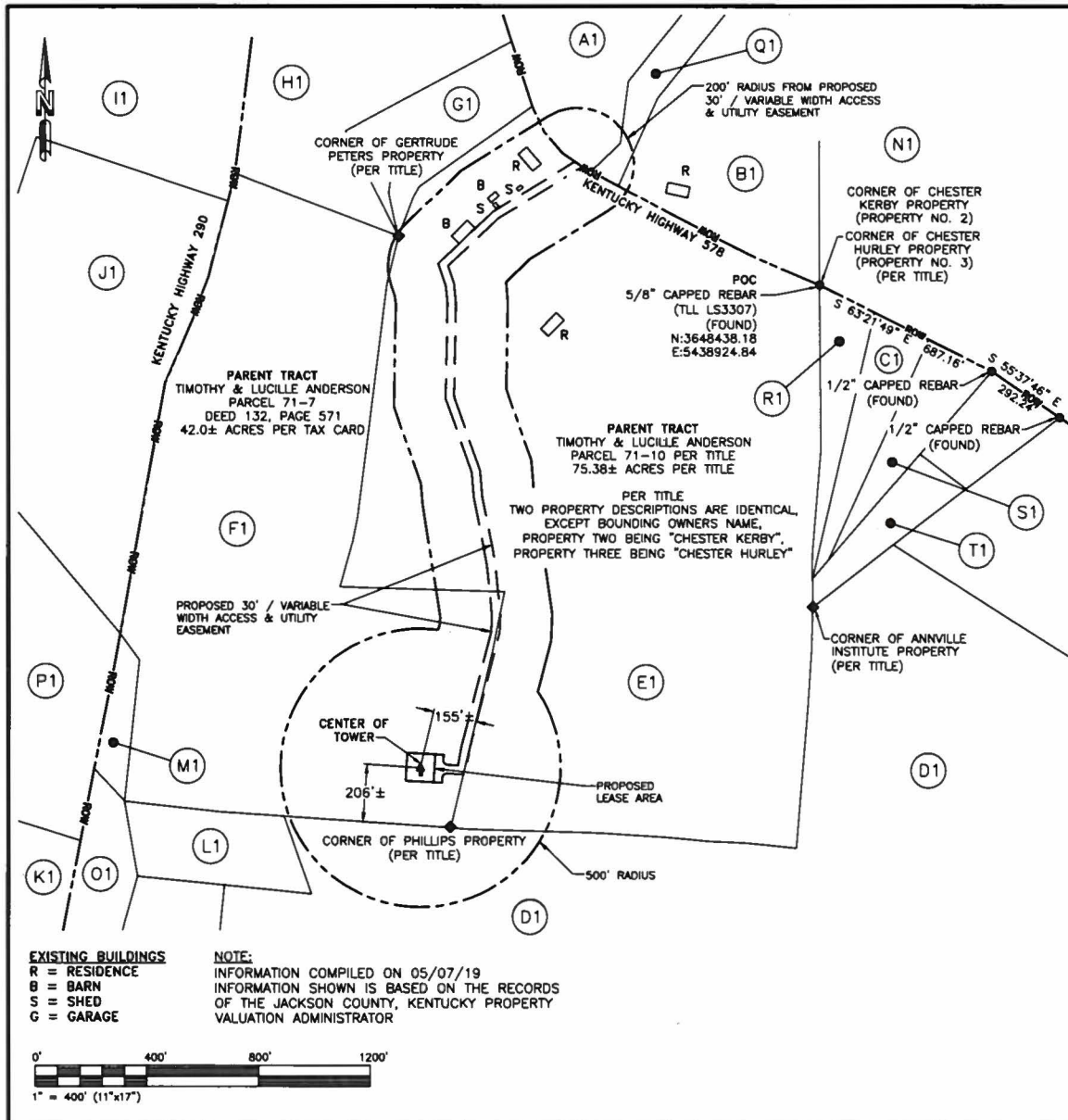


#	DATE	DESCRIPTION
0	05/07/19	ISSUED FOR CLIENT REV.
1	05/24/19	REISSUED FOR CLIENT REV.
2	06/05/19	REISSUED FOR CLIENT REV.
3	06/06/19	ISSUED FOR ZONING

ANNVILLE FN
**500' RADIUS AND
 ABUTTERS MAP**

DESIGNED: JDS
 DRAWN: BMD
 CHECKED: RTB
 JOB #: 13356845

B-2



- (A1) PARCEL ID: 71-10A
YORK, JERRY
1232 HWY 578 N
ANNVILLE, KY 40402
- (B1) PARCEL ID: 71-11
KING LINDA JOY & RICK
1058 HWY 578 N
ANNVILLE, KY 40402
- (C1) PARCEL ID: 71C-35
BALL JUDY & FREDDIE
250 MILDRED RD
MCKEE, KY 40447
- (D1) PARCEL ID: 71C-12
ANNVILLE INSTITUTE
ANNVILLE
ANNVILLE, KY 40402
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ANDERSON, LUCILLE & TIM
% CARPENTER TRUCKING
PO BOX 368
ANNVILLE, KY 40402
- (F1) PARCEL ID: 71-7
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HWY 578 N
ANNVILLE, KY 40402
- (R1) PARCEL ID: 71C-35A
KERBY KENNETH & PAULINE
887 HWY 578 N
ANNVILLE, KY 40402
- (S1) PARCEL ID: 71C-35B
CODY JD & BERTHA HEIRS
C/O MARY JEAN PARRETT
383 HAZEL BRANCH RD
ANNVILLE, KY 40402
- (T1) PARCEL ID: 71C-35C
KERBY JOHN DOUGLAS & MATTIE
C/O PETE & ETHEL TRUETT
649 MEDLOCK LANE
ANNVILLE, KY 40402

EXISTING BUILDINGS
 R = RESIDENCE
 B = BARN
 S = SHED
 G = GARAGE

NOTE:
 INFORMATION COMPILED ON 05/07/19
 INFORMATION SHOWN IS BASED ON THE RECORDS
 OF THE JACKSON COUNTY, KENTUCKY PROPERTY
 VALUATION ADMINISTRATOR



**EXHIBIT M
COPY OF POSTED NOTICES
AND NEWSPAPER NOTICE ADVERTISEMENT**

SITE NAME: ANNVILLE FN
NOTICE SIGNS

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word "**tower**," which is at least four (4) inches in height.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00125 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00125 in your correspondence.



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

VIA TELEPHONE: (606) 287-7197

The Jackson County Sun
Attn: Legal Notice Ad
PO Box 130
McKee, KY 40447

RE: Legal Notice Advertisement
Site Name: Annville FN

Dear Ad Department:

Please publish the following legal notice advertisement in the next edition of *The Jackson County Sun*:

NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a parcel having an address of Highway 290, Annville, KY 40402 (37° 19' 28.81" North latitude, 83° 58' 28.03" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00125 in any correspondence sent in connection with this matter.

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

Sincerely,
Chris Shouse
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.320723
Lon: -83.974483
Radius: .35 miles

Annville Search Area