

MAY 20 2019

## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF	)
NEW CINGULAR WIRELESS PCS, LLC,	)
A DELAWARE LIMITED LIABILITY COMPANY,	
D/B/A AT&T MOBILITY	)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	CASE NO.: 2019-00148
CONVENIENCE AND NECESSITY TO CONSTRUCT	)
A WIRELESS COMMUNICATIONS FACILITY	)
IN THE COMMONWEALTH OF KENTUCKY	
IN THE COUNTY OF ADAIR	

SITE NAME: ELKHORN ROAD 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 AA&T Mobility ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665, and other statutory authority, and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless communications services.

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

- 1. The complete name and address of the Applicant: New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4<sup>th</sup> Street, Suite 2400, Louisville, Kentucky 40202.
- 2. Applicant proposes construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the PSC for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.040, 278.650, 278.665, and other statutory authority.
- 3. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.
- 4. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of the Applicant's FCC licenses to provide wireless services are attached to this Application or described as part of **Exhibit A**, and the facility will be constructed and operated in accordance with applicable FCC regulations.
- 5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands

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

- 6. To address the above-described service needs, Applicant proposes to construct a WCF at 3575 Elkhorn Road, Knifley, KY 42753 (37° 12' 35.49" North latitude, 85° 10' 49.52" 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 Johnny and Melinda Beard pursuant to a Deed recorded at Deed Book 251, Page 574 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.
- 7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.
- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included

### as part of Exhibit B.

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

as **Exhibit H**. The name and telephone number of the preparer of **Exhibit H** are included as part of this exhibit.

- 15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit I**.
- 16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable laws and regulations.
- 17. The Construction Manager for the proposed facility is Don Murdock and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibits B & C**.
- 18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the site is not within any flood hazard area.
- 19. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.
  - 20. Applicant has notified every person who, according to the records of the

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

- 21. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.
- 22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached as part of **Exhibit M**.
  - 23. The general area where the proposed facility is to be located is rural and

heavily wooded. There are no residential structures within 500-feet of the proposed site location.

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

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

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

Email:

dpike@pikelegal.com

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

Levid a Pelse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400

Telefax:

(502) 543-4410

Email: dpike@pikelegal.com

Attorney for New Cingular Wireless PCS, LLC

d/b/a AT&T Mobility

### **LIST OF EXHIBITS**

A - FCC License Documentation

B - Site Development Plan:

500' Vicinity Map Legal Descriptions Flood Plain Certification

Site Plan

Vertical Tower Profile

C - Tower and Foundation Design

D - Competing Utilities, Corporations, or Persons List

E - FAA

F - Kentucky Airport Zoning Commission

G - Geotechnical Report

H - Directions to WCF Site

Copy of Real Estate Agreement

J - Notification Listing

K - Copy of Property Owner Notification

Copy of County Judge/Executive Notice

M - Copy of Posted Notices and Newspaper Notice Advertisement

N - Copy of Radio Frequency Design Search Area

# **EXHIBIT A FCC LICENSE DOCUMENTATION**

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

Call Sign KNKN666	File Number
	Service Cellular
Market Numer CMA447	Channel Block A
Sub-Marke	t Designator

FCC Registration Number (FRN): 0003291192

Market Name Kentucky 5 - Barren

<b>Grant Date</b> 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.
7	37-10-00.0 N	085-18-37.0 W	282.5	291.4	1062332

Address: 1210 Cane Valley Road (94238)

City: Columbia County: ADAIR State: KY Construction Deadline:

				The same of the sa				
Antenna: 1								
Maximum Transmitting ERP in Watts:	140.820				40000			
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	180.300	151.200	132.800	140.500	155.800	172,800	186.200	183.500
Transmitting ERP (watts) Antenna: 2	250.037	98.154	10.266	2.559	0.527	0.738	12.510	102.333
Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	180.300	151.200	132.800	140.500	155.800	172,800	186.200	183.500
Transmitting ERP (watts) Antenna: 3	1.408	30.262	153.476	217.337	49.025	5.207	1.772	0.660
Maximum Transmitting ERP in Watts:	140.820				100	100		
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	180.300	151.200	132.800	140.500	155.800	172.800	186,200	183.500
Transmitting ERP (watts)	2.948	0.454	0.942	4.366	59.310	210,546	155.347	22.706

#### Conditions:

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

Call Sign: KNKN666	File	Number:		Print Date:				
Location Latitude	Longitude	(m	round Elev neters)	ation	Structure Hg (meters)	t to Tip	Antenna S Registratio	
8 36-43-12.0 N	084-28-13.0 W	40	9.3		91.1		1042231	
Address: 100 Manor Circle (9			_					
City: Whitley City County:	MCCREARY	State: KY	Constru	ction D	eadline:	- 500		
Antenna: 1 Maximum Transmitting ERP in	Watts: 140,820							
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	123.400 244.175	45 147.100 220.925	90 135.800 36.790	135 109.80 4.400	180 103.700 1.072	225 143.600 1.113	<b>270</b> 127.300 3.637	315 165.300 56.485
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 123.400 2.526	<b>45</b> 147.100 8.109	90 135.800 37.053	135 109.80 64.172		<b>225</b> 143.600 23.019	<b>270</b> 127.300 4.143	315 165.300 0.935
Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north)	1	45	90	135	180	23.019	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	123.400 13.438	147.100 3.125	135.800 0.649	109.80 0.912		143.600 122.113	127.300 297.793	165.300 117.856
Location Latitude	Longitude				Antenna Structure Registration No.			
17 36-56-36.9 N	086-00-52.2 W	21	8.8		91.1		1063506	
Address: 638 GRAHAM ROA	AD (87368)	-	133					
City: GLASGOW County:	BARREN State	e: KY C	onstructio	n Deadl	ine:			
Antenna: 1 Maximum Transmitting ERP in	Watts: 140.820							
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	<b>0</b> 76.900	<b>45</b> 78.700	90 69.100	135 74,800		225 116.000	<b>270</b> 101.800	315 89.500
Antenna: 2	138.618	59.574	7.477	1.200	0.283	0.661	10.185	66.521
			100	10 VIIIA	4000			
Maximum Transmitting ERP in	7.00	45	00		100	225	250	215
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	Watts: 140.820 0 76.900	<b>45</b> 78.700	<b>90</b>	135 74 800	180 91 600	<b>225</b>	<b>270</b>	315 89 500
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	<b>0</b> 76.900 2.142	<b>45</b> 78.700 19.146	90 69.100 94.547	135 74.800 124.56	91.600	<b>225</b> 116.000 3.559	<b>270</b> 101.800 0.817	315 89.500 0.257
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in	0 76.900 2.142 Watts: 140.820	78.700 19.146	69.100 94.547	74.800 124.56	91.600 33.322	116.000 3.559	101.800 0.817	89.500 0.257
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	<b>0</b> 76.900 2.142	78.700	69.100	74.800	91.600 33.322	116.000	101.800	89.500

Call Sign: KNKN666	File	Number:		Print Date:				
Location Latitude 18 36-48-31.1 N	<b>Longitude</b> 084-50-43.5 W	(n	round Elev neters) 56.6	ation/	Structure Hg (meters) 61.0	t to Tip	Antenna Structur Registration No. 1004214	
Address: 6565 MORRIS HILL	ROAD (87856)							
City: MONTICELLO Count	ty; WAYNE S	tate: KY	Construc	tion De	adline:			
Antenna: 1	700				2.			
Maximum Transmitting ERP in	Watts: 140.820							
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	216.900 159.083	<b>45</b> 160.100 70.430	90 180.400 5.874	135 174.00 0.769	180 158.000 0.334	225 164.800 0.371	<b>270</b> 204.700 9.558	315 214.300 76.538
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (weets)	0 216.900	<b>45</b> 160.100	<b>90</b> 180.400	135 174.00		<b>225</b> 164.800	<b>270</b> 204.700	315 214.300
Transmitting ERP (watts) Antenna: 3	1.547	33.128	166.094	241.15	54 55.397	5.855	1.952	0.731
Maximum Transmitting ERP in	Watts: 140.820	Ann						
Azimuth(from true north) Antenna Height AAT (meters)	0 216.900	45	90	135	180	225	270	315
Transmitting ERP (watts)	1.611	160.100 0.321	180.400 0.293	174.00 4.972	00 158.000 42.968	164.800 145.725	204.700 111.912	214.300 13.218
Location Latitude	Longitude				Structure Hg (meters)	cture Hgt to Tip Antenna Structure ers) Registration No.		
19 36-53-52.1 N	084-47-02.5 W	3:	53.6		94.2		1238700	
Address: ROUTE 5, BOX 951	55. (fil		100					
City: Monticello County: W	AYNE State:	KY Cor	struction I	Deadlin	e:			
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) Transmitting ERP (watts) Antenna: 2	153.300 151.264	160.500 65.591	119.100 5.815	104.50 0.740	00 62.300 0.328	124.200 0.344	155.000 9.075	148.700 72.988
Maximum Transmitting ERP in				Don'T	7			
Azimuth(from true north) Antenna Height AAT (meters)	<b>0</b> 153.300	<b>45</b> 160.500	<b>90</b> 119.100	135 104.50	1 <b>80</b> 00 62,300	225 124,200	<b>270</b> 155.000	315 148.700
Transmitting ERP (watts) Antenna: 3	2.029	20.018	108.704	142.80		2.825	0.395	0.478
Maximum Transmitting ERP in Azimuth(from true north)		AE	00	125	100	225	270	215
Azimuta(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 153.300	45 160.500	<b>90</b> 119.100	135 104.50		124.200	270 155.000	315 148.700
(watts)	1.536	0.299	0.287	4.752	41,633	135.419	106.546	12.709

Call Sign:	Sign: KNKN666 File Number:				Print Date:					
Location	Latitude	Longitude	-	round Elev neters)	ation	Structure Hg (meters)	t to Tip	Antenna St Registratio		
20	37-05-19.7 N	084-54-47.3 W	3:	31.6		106.4		1232264		
Address:	1101 PINE TOP RC	AD (86918)								
City: RUS	SSELL SPRINGS	County: RUSSEI	L State	e: KY Co	nstruct	ion Deadline:				
			-							
Antenna: 1		7 40								
Maximum	Transmitting ERP in	Watts: 140.820								
	nuth(from true north)	0 700	45	90	135	180	225	270	315	
	leight AAT (meters) ing ERP (watts)	118.700	77.600	105.400	136.90		127.700	120.400	134.300	
Antenna: 2		106.145	47.603	4.827	0.278	0.215	0.233	6.909	51.527	
	Transmitting ERP in	Watts: 140.820								
	nuth(from true north)	0	45	90	135	180	225	270	315	
	leight AAT (meters)	118.700	77.600	105.400	136.90		127.700	120.400	134.300	
Antenna: 3	ing ERP (watts)	2.313	23.146	119.606	157.27	72 35.853	3.353	0.454	0.536	
	Transmitting ERP in	Watts: 140.820								
Azir	nuth(from true north)	0	45	90	135	180	225	270	315	
	leight AAT (meters)	118.700	77.600	105.400	136.90		127.700	120.400	134.300	
i ransmitti	ing ERP (watts)	1.748	0.347	0.313	5.295	45.951	158,160	122.299	14.137	
				0.515			100.100			
-	Latitude	Longitude	G	round Elev	ation	Structure Hg		Antenna St	ructure	
Location		Ü	G (n	round Elev neters)	ation	Structure Hg (meters)		Registratio	ructure	
Location 22	36-45-21.5 N	085-03-35.7 W	G (n 3:	round Elev	ation	Structure Hg			ructure	
Location 22 Address:	36-45-21.5 N RR BOX 200 STAT	085-03-35.7 W TE ROUTE 90 (972	G (n 3:	round Elev neters) 53.6		Structure Hg (meters) 78.6		Registratio	ructure	
Location 22	36-45-21.5 N RR BOX 200 STAT	085-03-35.7 W TE ROUTE 90 (972	G (n 3:	round Elev neters)		Structure Hg (meters) 78.6		Registratio	ructure	
Location 22 Address:	36-45-21.5 N RR BOX 200 STAT	085-03-35.7 W TE ROUTE 90 (972	G (n 3:	round Elev neters) 53.6		Structure Hg (meters) 78.6		Registratio	ructure	
Location  22 Address: City: Alba Antenna: 1	36-45-21.5 N RR BOX 200 STAT any County: CLI	085-03-35.7 W TE ROUTE 90 (972 NTON State: K	G (n 3:	round Elev neters) 53.6		Structure Hg (meters) 78.6		Registratio	ructure	
Location  22 Address: City: Alba Antenna: 1 Maximum	36-45-21.5 N RR BOX 200 STAT any County: CLN  Transmitting ERP in	085-03-35.7 W TE ROUTE 90 (972 NTON State: K	G (n 3: 275) Y Const	round Elev neters) 53.6 truction De	adline:	Structure Hg (meters) 78.6	t to Tip	Registratio 1258266	ructure n No.	
Location  22 Address: City: Alba  Antenna: I Maximum Azin	36-45-21.5 N RR BOX 200 STAT any County: CLI  Transmitting ERP in nuth(from true north)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820	G (n 3:275) Y Const	round Elevaters) 53.6 truction De	adline:	Structure Hg (meters) 78.6	t to Tip	Registratio 1258266	ructure n No.	
Location  22 Address: City: Alba  Antenna: I Maximum Azin Antenna H	36-45-21.5 N RR BOX 200 STAT any County: CLIT  Transmitting ERP in nuth(from true north) leight AAT (meters)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200	G (n 3:275) Y Const	round Elevaters) 53.6 truction De 90 108.000	135 36.100	Structure Hg (meters) 78.6	225 81.600	Registratio 1258266 270 132.000	315 170.300	
Location  22  Address: City: Alba  Antenna: 1  Maximum  Azin  Antenna H  Transmitti  Antenna: 2	36-45-21.5 N RR BOX 200 STAT any County: CLIP  Transmitting ERP in muth(from true north) leight AAT (meters) ing ERP (watts)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485	G (n 3:275) Y Const	round Elevaters) 53.6 truction De	adline:	Structure Hg (meters) 78.6	t to Tip	Registratio 1258266	ructure n No.	
Location  22  Address: City: Alba  Antenna: 1  Maximum  Azin  Antenna H  Transmitti  Antenna: 2  Maximum	36-45-21.5 N RR BOX 200 STAT any County: CLIP  Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485 1 Watts: 140.820	G (n 3:275) Y Const  45 140.400 218.225	round Elevaters) 53.6 truction De 90 108.000 164.915	135 36.100 26.293	Structure Hg (meters) 78.6	225 81.600 0.471	270 132.000 0.954	315 170.300 4.500	
Location  22  Address: City: Alba  Antenna: I Maximum Azin Antenna: I Transmitti Antenna: I Maximum Azin	36-45-21.5 N RR BOX 200 STAT any County: CLIT  Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in nuth(from true north)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485 1 Watts: 140.820 0	G (n 3:275) Y Const  45 140.400 218.225	round Elevaters) 53.6 truction De  90 108.000 164.915	135 36.100 26.293	Structure Hg (meters) 78.6 180 88.900 2.922	225 81.600 0.471	270 132.000 0.954	315 170.300 4.500	
Location  22  Address: City: Alba  Antenna: I Maximum Azin Antenna: I Transmitti Antenna: I Maximum Azin Antenna: I	36-45-21.5 N RR BOX 200 STAT any County: CLIT Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in nuth(from true north) leight AAT (meters)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485 1 Watts: 140.820 0 159.200	G (n 3:275) Y Const  45 140.400 218.225	round Elevaters) 53.6 truction De  90 108.000 164.915 90 108.000	135 36.100 26.293 135 36.100	Structure Hg (meters) 78.6 180 88.900 2.922 180 88.900	225 81.600 0.471 225 81.600	270 132.000 0.954 270 132.000	315 170.300 4.500	
Location  22  Address: City: Alba  Antenna: I Maximum Azin Antenna H Transmitti Antenna: 2 Maximum Azin Antenna H	36-45-21.5 N RR BOX 200 STAT any County: CLR Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485 1 Watts: 140.820 0	G (n 3:275) Y Const  45 140.400 218.225	round Elevaters) 53.6 truction De  90 108.000 164.915	135 36.100 26.293	Structure Hg (meters) 78.6 180 88.900 2.922 180 88.900	225 81.600 0.471	270 132.000 0.954	315 170.300 4.500	
Location  22  Address: City: Alba  Antenna: I Maximum Azin Antenna: I	36-45-21.5 N RR BOX 200 STAT any County: CLIN Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485 1 Watts: 140.820 0 159.200 1.000 1 Watts: 140.820	G (n 3:275) Y Const 45 140.400 218.225 45 140.400 4.591	90 108.000 108.000 60.220	135 36.100 26.293 135 36.100 229.90	Structure Hg (meters) 78.6 180 88.900 2.922 180 0 88.900 159.544	225 81.600 0.471 225 81.600 23.590	270 132.000 0.954 270 132.000 2.912	315 170.300 4.500 315 170.300 0.466	
Location  22 Address: City: Alba Antenna: I Maximum Azin Antenna: 2 Maximum Azin Antenna: 3 Maximum Azin Antenna: 3 Maximum Azin Antenna: 3 Maximum Azin Antenna: 3	36-45-21.5 N RR BOX 200 STAT any County: CLR Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts) Transmitting ERP in nuth(from true north) leight AAT (meters) ing ERP (watts)	085-03-35.7 W TE ROUTE 90 (972 NTON State: K  1 Watts: 140.820 0 159.200 61.485 1 Watts: 140.820 0 159.200 1.000	G (n 3:275) Y Const  45 140.400 218.225	round Elevaters) 53.6 truction De  90 108.000 164.915 90 108.000	135 36.100 26.293 135 36.100	Structure Hg (meters) 78.6 180 88.900 2.922 180 88.900 159.544	225 81.600 0.471 225 81.600	270 132.000 0.954 270 132.000	315 170.300 4.500	

Call Sign: KNKN666	File	Number:		Print Date:					
Location Latitude	Longitude	(n	round Electors)		Structure Hg (meters)	t to Tip	Antenna S Registratio		
23 36-44-36.2 N	085-08-34.1 W		50.5		78.0		1258265		
Address: 127 North Cross (Ro		,							
City: Albany County: CLIN	NTON State: K	Y Cons	truction De	eadline:					
Antenna: 1	NV 44 140 000								
Maximum Transmitting ERP in Azimuth(from true north)	watts: 140,820	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	181.800	142.800	72.800	100.300		167.400	157.200	193,400	
Transmitting ERP (watts)	31.597	145.107	168.768	30.884	3.418	1.072	0.669	1.670	
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)	181.800	142.800	72.800	100.300	157.000	167.400	157.200	193.400	
Transmitting ERP (watts) Antenna: 3	1.105	1.668	14.838	36.641	44.724	30.421	5.045	2.474	
Maximum Transmitting ERP in	Watts: 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters) Transmitting ERP (watts)	181.800	142.800	72.800	100.300		167.400	157.200	193.400	
Transmitting EXT (watts)	40.424	4.384	1.518	0.529	1.123	24.617	125.244	176.237	
Location Latitude	Longitude	G	round Elev	ation S	Structure Hg	t to Tip	Antenna S	tructure	
	Longitude		neters)		(meters)	<b>-</b>	Registratio		
26 37-18-17.2 N	085-55-38.3 W	- CO (15.2./E)	35.3		99.1		1200030		
Address: 824 I CHILDRESS I					,,. <b>.</b>		1200050		
City: Munfordville County:		KY Con	struction l	Deadline	•				
- County County	TITALL STATE	KI OU	ou action .	- Caumic	•	-			
Antenna: 1				10					
Maximum Transmitting ERP in	Watts: 140 820								
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	137.000	120.900	185.100	176.500	166.200	156.000	134.000	170.100	
Transmitting ERP (watts) Antenna: 2	87.882	116.157	30.423	3.076	0.288	0.394	1.136	15.107	
Maximum Transmitting ERP in	Watts: 140.820			LW	/				
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	137.000	120.900	185.100	176.500		156.000	134.000	170.100	
Transmitting ERP (watts) Antenna: 3	0.236	4.016	34.037	111.204	87.767	11.936	0.954	0.231	
Maximum Transmitting ERP in	Watts: 140.820								
Azimuth(from true north) Antenna Height AAT (meters)	137,000	45	90	135	180	225	270	315	
Transmitting ERP (watts)	137.000 0.893	120.900 0.228	185.100 0.217	176.500 2.143	100	156.000 110.300	134.000 94.526	170.100 17.072	
()	0.893	0.228	0.217	2.143	29,130	110.300	94.320	17.072	

Call Sig	gn: KNKN666	File Number:			Print Date:				
Locatio	on Latitude	Longitude	(n	round Elev neters)	(n	tructure Hg neters)	t to Tip	Antenna Structure Registration No. 1065560	
	36-41-54.0 N	085-41-07.0 W	_	86.5	90	0.2		1065560	
	s: 403 MARTIN SUB		153			_			
City: TO	OMPKINSVILLE (	County: MONRO	E State:	KY Con	struction 1	Deadline:			
Antenna		7.00							
	m Transmitting ERP in zimuth(from true north)		45	90	135	180	225	270	215
	Height AAT (meters)	69,700	75.300	146.800	80.100	75.200	103.200	86.800	315 75.200
	itting ERP (watts)	271.841		7.417	0.800	0.553	0.537	18.630	138.505
Antenna									100.00
	m Transmitting ERP in zimuth(from true north)	n Watts: 140.820	45	00	125	100	225	270	216
	Height AAT (meters)	69,700	45 75,300	90	135	180 75.200	225 103.200	<b>270</b> 86.800	315 75.200
	itting ERP (watts)	1.721	17.109	146.800 89.000	80.100 121.386	26.164	2.348	0.328	0.400
Antenna	30 (0.1	1000	77.105	07.000	121.500	20.104	2.540	0.320	0.400
	m Transmitting ERP in	5000	Name of Street	00		400		450	
	zimuth(from true north) Height AAT (meters)	<b>6</b> 9.700	45 75.300	90	135	180	225	270	315
	itting ERP (watts)	1.247	0.244	146.800 0.229	80.100 4.118	75.200 34.693	103.200 116.367	86.800 90.021	75.200 10.295
		1.247	ULTI	0.22)	4.110	34.023	110.507	70.021	10.293
	n Latitude	Longitude	W	round Elev		tructure Hg		Antenna S	10.270
	n Latitude	V	G		ation St			Antenna S	tructure
	n Latitude 37-21-17.2 N	V	G (n	round Elev neters)	ation St	tructure Hg neters)		Antenna S Registratio	tructure
Locatio	37-21-17.2 N	<b>Longitude</b> 085-52-24.7 W	G (n 3:	round Elev	ation St	tructure Hg		Antenna S	tructure
Locatio 28 Address	37-21-17.2 N s: 2830 Frenchman's k	<b>Longitude</b> 085-52-24.7 W Knob Road (94236	G(n) 35	round Elev neters) 52.0	vation St (n 83	tructure Hg neters)		Antenna S Registratio	tructure
Locatio 28 Address	37-21-17.2 N	<b>Longitude</b> 085-52-24.7 W Knob Road (94236	G(n) 35	round Elev neters)	vation St (n 83	tructure Hg neters)		Antenna S Registratio	tructure
Locatio 28 Address City: Bo	37-21-17.2 N s: 2830 Frenchman's Ronnieville County:	<b>Longitude</b> 085-52-24.7 W Knob Road (94236	G(n) 35	round Elev neters) 52.0	vation St (n 83	tructure Hg neters)		Antenna S Registratio	tructure
Locatio 28 Address City: Bo	37-21-17.2 N s: 2830 Frenchman's konnieville County:	Longitude 085-52-24.7 W Knob Road (94236 HART State: I	G(n) 35	round Elev neters) 52.0	vation St (n 83	tructure Hg neters)		Antenna S Registratio	tructure
Locatio  28  Address City: Bo  Antenna Maximu	37-21-17.2 N s: 2830 Frenchman's konnieville County: a: 1 m Transmitting ERP in	Longitude  085-52-24.7 W Knob Road (94236 HART State: I	G (n 33 5) XY Cons	round Elev neters) 52.0 truction De	vation St (n 83 eadline:	tructure Hg neters) 3.8	t to Tip	Antenna S Registratio 1220496	tructure on No.
Locatio  28 Address City: Bo  Antenna Maximu	37-21-17.2 N s: 2830 Frenchman's konnieville County:	Longitude 085-52-24.7 W Knob Road (94236 HART State: I	G (n 35) (Y Const	round Elevaters) 52.0 truction De	vation St (n 83 eadline:	tructure Hg neters) 3.8	t to Tip	Antenna S Registratio 1220496	tructure on No.
Locatio  28 Address City: Bo  Antenna Maximum Az Antenna Transmi	37-21-17.2 N s: 2830 Frenchman's konnieville County: a: 1 m Transmitting ERP in incident to the county incident to	Longitude  085-52-24.7 W Knob Road (94236 HART State: I	G(n) 33:55)  CY Const	round Elev neters) 52.0 truction De	vation St (n 83 eadline:	tructure Hg neters) 3.8	t to Tip	Antenna S Registratio 1220496	tructure on No.
Locatio  28 Address City: Bo  Antenna Maximu Az Antenna Transmi Antenna	37-21-17.2 N s: 2830 Frenchman's Konnieville County:  :: 1 m Transmitting ERP in in its count in	Longitude  085-52-24.7 W Knob Road (94230 HART State: I  n Watts: 140.820 0 193.700 184.924	G(n) 33:55)  CY Const	round Elevaters) 52.0 truction December 90 195.200	vation St (n 83 eadline:	tructure Hg neters) 3.8  180 217.000	t to Tip  225 184.800	Antenna S Registratio 1220496	315 216.700
Locatio  28 Address City: Bo  Antenna Maximu  Antenna Transmi Antenna Maximu	37-21-17.2 N s: 2830 Frenchman's Konnieville County: :: 1 m Transmitting ERP in in in its important in its i	Longitude  085-52-24.7 W Knob Road (94236 HART State: I  n Watts: 140.820 0 193.700 184.924 n Watts: 140.820	G(n 33.55) CY Const	round Elevaters) 52.0  truction December 195.200 11.423	vation St (n 83 eadline:	180 217.000 0.602	225 184.800 0.510	Antenna Si Registratio 1220496 270 226.800 8.026	315 216.700 87.512
Locatio  28  Address City: Bo  Antenna Maximum Az Antenna Transmi Antenna Maximum Az	37-21-17.2 N s: 2830 Frenchman's Konnieville County:  :: 1 m Transmitting ERP in in its count in	Longitude  085-52-24.7 W Knob Road (94230 HART State: I  n Watts: 140.820 0 193.700 184.924	G (n 33:5)  KY Const  45 191.000 99.849	round Elevaters) 52.0  truction December 195.200 11.423	vation St (n 83 eadline:	180 217.000 0.602	225 184.800 0.510	Antenna S Registratio 1220496 270 226.800 8.026	315 216.700 87.512
Locatio  28  Address City: Bo  Antenna Maximum Aransmi Antenna Maximum Aransmi Antenna Transmi Aransmi Aransmi	37-21-17.2 N s: 2830 Frenchman's Konnieville County:  a: 1 m Transmitting ERP in item (in the initial	Longitude  085-52-24.7 W Knob Road (94236 HART State: I  n Watts: 140.820 0 193.700 184.924 n Watts: 140.820 0	G(n 33.55) CY Const	round Elevaters) 52.0  truction December 195.200 11.423	vation St (n 83 eadline:	180 217.000 0.602	225 184.800 0.510	Antenna Si Registratio 1220496 270 226.800 8.026	315 216.700 87.512
Locatio  28  Address City: Bo  Antenna Maximum Aransmi Antenna Maximum Aransmi Antenna Transmi Antenna Transmi Antenna	37-21-17.2 N s: 2830 Frenchman's Konnieville County:  :: 1 m Transmitting ERP in	Longitude  085-52-24.7 W Knob Road (94236 HART State: I  n Watts: 140.820 0 193.700 184.924 n Watts: 140.820 0 193.700 2.115	G(n 35) XY Const 45 191.000 99.849 45 191.000	90 195.200 11.423	vation St (n 83 eadline:  135 238.600 0.450	180 217.000 0.602	225 184.800 0.510 225 184.800	Antenna S Registratio 1220496 270 226.800 8.026 270 226.800	315 216.700 87.512
Locatio  28  Address City: Bo  Antenna Maximum Az Antenna	37-21-17.2 N s: 2830 Frenchman's konnieville County:  :: 1 m Transmitting ERP in iting ERP (watts) :: 2 m Transmitting ERP in iting ERP in iting ERP (watts) :: 2 m Transmitting ERP in iting ERP in iting ERP (watts) :: 3 m Transmitting ERP in iting ERP in iting ERP (watts)	Longitude  085-52-24.7 W Knob Road (94236 HART State: I  n Watts: 140.820 0 193.700 184.924 n Watts: 140.820 0 193.700 2.115 n Watts: 140.820	G(n 33:5) XY Const 45 191.000 99.849 45 191.000 37.767	90 195.200 11.423 90 195.200 246.087	ration St (n 83 eadline:  135 238.600 0.450  135 238.600 328.098	180 217.000 0.602 180 217.000 100.148	225 184.800 0.510 225 184.800 5.709	270 226.800 8.026 270 226.800 0.676	315 216.700 87.512 315 216.700 0.788
Locatio  28 Address City: Bo Antenna Maximum Az Antenna Az	37-21-17.2 N s: 2830 Frenchman's Konnieville County:  :: 1 m Transmitting ERP in	Longitude  085-52-24.7 W Knob Road (94236 HART State: I  n Watts: 140.820 0 193.700 184.924 n Watts: 140.820 0 193.700 2.115	G(n 35) XY Const 45 191.000 99.849 45 191.000	90 195.200 11.423	vation St (n 83 eadline:  135 238.600 0.450	180 217.000 0.602	225 184.800 0.510 225 184.800	Antenna S Registratio 1220496 270 226.800 8.026 270 226.800	315 216.700 87.512 315 216.700

Call Sign: KNKN666	File	Number:		Print Date:				
Location Latitude	Longitude		round Elev leters)	ation	Structure Hg (meters)	t to Tip	Antenna S Registratio	
32 37-04-19.5 N	084-59-59.4 W	31	7.0		78.0		1257488	
Address: 227 Horn Rd (94247)								
City: Russell Springs County	y: RUSSELL S	State: KY	Constru	ction De	eadline:			
Antenna: 1  Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2  Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3  Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 149.200 221.223 Watts: 140.820 0 149.200 18.208	45 77.200 212.121 45 77.200 41.435 45 77.200 39.848	90 79.700 177.242  90 79.700 173.839  90 79.700 0.532	135 105.80 71.356 135 105.80 236.93 135 105.80 12.732	77.801  180  0 146.300 6 272.788  180 0 146.300	225 99.500 28.148 225 99.500 110.954 225 99.500 228.506	270 80.900 33.937 270 80.900 36.898 270 80.900 206.369	315 89.500 155.008 315 89.500 14.156 315 89.500 227.920
33 36-50-28.6 N	<b>Longitude</b> 086-02-47.1 W	(m	round Elev neters) 25.9		Structure Hg (meters) 60.7	t to Tip	Antenna S Registratio	
Address: Austin Tracy Rd (115		Constant	ation Done	llina				
City: Lucas County: BARRI	EN State: KY	Constru	ction Dead	iline:				
Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	Watts: 140.820 0 91.800 79.481	<b>45</b> 79.300 128.527	90 63.800 48.267	135 43,400 34.537		<b>225</b> 66.500 16.613	<b>270</b> 80.300 58.629	315 112.900 118.330
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	Watts: 140.820 0 91.800 16.424	<b>45</b> 79.300 105.957	90 63.800 212.448	135 43.400 227.86		<b>225</b> 66.500 41.336	<b>270</b> 80.300 29.497	315 112.900 11.208
Maximum Transmitting ERP in National Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 4	Watts: 140.820 0 91.800 3.736	<b>45</b> 79.300 0.847	90 63.800 2.276	135 43.400 7.728	180 95.100 35,347	<b>225</b> 66,500 59,316	<b>270</b> 80.300 65.492	<b>315</b> 112.900 20.964
Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 5	Watts: 140.820 0 91.800 80.215	<b>45</b> 79.300 129.717	<b>90</b> 63.700 48.867	135 43.400 34.856		225 66.500 16.767	270 80.300 59.174	<b>315</b> 112.900 119.427
Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 91.800 16.576	<b>45</b> 79.300 106.934	90 63.700 215.086	135 43.400 229.98		225 66.500 41.717	270 80,300 29,770	<b>315</b> 112.900 11.312

Call Sign: KNKN666	File	Number:			P	rint Date	:	
Location Latitude 33 36-50-28.6 N	<b>Longitude</b> 086-02-47.1 W	(m	round Elev neters) 25.9	ation	Structure Hg (meters) 60.7	t to Tip	Antenna S Registratio	
Address: Austin Tracy Rd (11) City: Lucas County: BARR		Constru	ction Dead	llina				
City. Lucas County. DARK	EN State. KI	Constru	Teau Deau	шие.	45			
Antenna: 6 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 91.800 3.770	<b>45</b> 79.300 0.854	90 63.700 2.304	135 43.400 7.800	180 95.100 35.674	<b>225</b> 66.500 59.863	<b>270</b> 80.300 66.098	<b>315</b> 112.900 21.158
Location Latitude	Longitude		round Elev leters)	ation	Structure Hg (meters)	t to Tip	Antenna Se Registratio	
34 36-46-44.5 N	084-56-33.7 W	39	06.2		78.0		1258267	
Address: 9096 W. Hwy 90 (94	4000	VV Co-	struction I	loodli-	•			
City: Monticello County: W	AINE State:	VI COD	struction 1	eadiin.	e:			
Antenna: 1  Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2  Maximum Transmitting ERP in	0 194.500 147.841	<b>45</b> 173.000 143.877	90 138.200 130.052	135 103.30 39.637		<b>225</b> 140.500 1.946	<b>270</b> 166.900 8.038	<b>315</b> 201.300 54.683
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	0 194.500 0.742	<b>45</b> 173.000 5.202	90 138.200 57.406	135 103.30 186.61		225 140.500 13.939	<b>270</b> 166.900 2.131	315 201.300 0.396
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 194.500 27.223	<b>45</b> 173.000 19.327	90 138.200 10.778	135 103.30 15.109		225 140.500 155.385	<b>270</b> 166.900 168.892	315 201.300 88.819
Location Latitude 35 36-39-45.3 N	<b>Longitude</b> 084-26-36.2 W	(m	round Elev leters) 28.2	ation	Structure Hg (meters) 79.9	t to Tip	Antenna So Registratio 1275397	
Address: 6135 Hwy 1651 (115	50		a	~		10		
City: Pine Knot County: Mo	CCREARY Sta	te: KY	Construction	on Deac	lline:			
Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 132.500 69.450	45 143.700 261.545 45 143.700 0.184	90 119.600 232.470 90 119.600 2.662	135 95.500 44.008 135 95.500 25.143	2.017 180 88.700	225 114.200 0.559 225 114.200 30.009	270 161.300 0.530  270 161.300 3.791	315 166.800 4.304 315 166.800 0.206
					-33-37			

Call Sign: KNKN666	File ?	Number:			Pr	int Date	:	
Location Latitude 35 36-39-45.3 N	<b>Longitude</b> 084-26-36.2 W	(n	round Elev neters) 28.2		Structure Hgt (meters) 79.9	to Tip	Antenna St Registratio 1275397	
Address: 6135 Hwy 1651 (115' City: Pine Knot County: MC		te: KY	Constructio	on Dead	lline:			
Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 132.500 113.680	<b>45</b> 143.700 6.615	<b>90</b> 119.600 0.792	135 95.500 0.868	180 88.700 2.269	<b>225</b> 114.200 39.368	270 161.300 258.605	315 166.800 358.864
Location Latitude  36 36-50-27.1 N	<b>Longitude</b> 084-28-44.2 W	(m	round Eleva neters) 25.5		Structure Hgt (meters) 79.6	to Tip	Antenna St Registration 1233359	
Address: 165 HWY 90 (11413	A CONTRACTOR OF THE PARTY OF TH	10			,,,,			
City: Parkers Lake County: 1	MCCREARY S	state: KY	Constru	ction D	eadline:			
Antenna: 1 Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	Watts: 140.820 0 185.500 23.185	<b>45</b> 163.600 14.817	<b>90</b> 1 <b>7</b> 0.800 1.6 <b>7</b> 0	135 152.90 0.153	180 0 106.200 0.104	<b>225</b> 178.000 0.150	<b>270</b> 165.700 1.655	315 183.000 13.513
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in V	0 185.500 2.683	45 163.600 26.605	90 170.800 140.903	135 152.90 189.30		<b>225</b> 178.000 3.813	<b>270</b> 165.700 0.542	<b>315</b> 183.000 0.629
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 185.500 2.063	<b>45</b> 163.600 0.405	90 170.800 0.373	135 152.90 6.243	180 0 106.200 54.676	225 178.000 179.706	<b>270</b> 165.700 144.196	315 183.000 16.857
25	<b>Longitude</b> 085-07-19.1 W	(m	round Eleva neters) 03.9	ACCESS .	Structure Hgt (meters) 78.0	to Tip	Antenna St Registration 1273817	
Address: 399 Daylton Road (1		30	13.9		76.0		12/301/	
City: Albany County: CLIN		Const	ruction Dea	adline:				
Antenna: 1  Maximum Transmitting ERP in V Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	Watts: 140.820 0 103.500 255.895	<b>45</b> 53.600 112.531	90 30.000 6.303	135 64.200 1.065	180 100.300 0.524	<b>225</b> 112.300 0.886	<b>270</b> 94.400 15.778	315 76.300 134.111
Maximum Transmitting ERP in N Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 103.500 1.151	<b>45</b> 53.600 13.278	90 30.000 68.092	135 64.200 80.326		225 112.300 1.984	<b>270</b> 94.400 0.205	315 76.300 0.284
						4		

Call Sign: KNKN666	File	Number:			P	rint Date	:	
Location Latitude	Longitude	(m	round Elev neters)	ation	Structure Hg (meters)	t to Tip	Antenna S Registratio	
37 36-41-51.7 N	085-07-19.1 W	30	)3.9		78.0		1273817	
Address: 399 Daylton Road								
City: Albany County: CLI	NTON State: K	Y Const	ruction De	adline:				
Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	n Watts: 140,820 0 103,500 0.327	<b>45</b> 53.600 0.106	<b>90</b> 30.000 0.101	135 64.200 1.174	180 100.300 12.741	<b>225</b> 112.300 41.443	<b>270</b> 94.400 34.130	315 76.300 5.644
Location Latitude	Longitude		round Elev ieters)	ation	Structure Hg (meters)	t to Tip	Antenna S Registratio	
38 36-44-13.0 N	085-42-10.0 W	30	9.7		91.1		1042225	
Address: 3151 EDMONTON		10						
City: TOMPKINSVILLE C	County: MONROE	State:	KY Cons	tructio	n Deadline:			
Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 111.100 189.524 n Watts: 140.820 0 111.100 1.067	45 109.700 72.806 45 109.700 23.007 45 109.700 0.335	90 147.100 7.444 90 147.100 114.837 90 147.100 0.702	135 108.80 1.950 135 108.80 166.79 135 108.80 3.359	0.393 180 126.000 0 36.523	225 145.900 0.557 225 145.900 3.864 225 145.900 159.373	270 125.000 9.583  270 125.000 1.339  270 125.000 117.688	315 125.900 77.626 315 125.900 0.493 315 125.900 16.866
Location Latitude	Longitude	(m	round Elev leters)	ACCOUNT A	Structure Hgt (meters)	t to Tip	Antenna Se Registratio	
39 36-38-51.6 N	085-17-33.1 W	31	7.0		60.7			
Address: 5163 State Park (11		Q4	77. 6		D. W.	M		
City: Cumberland County:	CUMBERLAND	State: K	Y Const	ruction	Deadline:			
Antenna: 1 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	0 100.500 24.683	<b>45</b> 86.500 224.514	<b>90</b> 93.600 184.090	<b>135</b> 115.60 16.413		<b>225</b> 167.100 0.462	270 133.100 0.466	<b>315</b> 121.800 0.469
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	140.820 0 100.500 46.321	<b>45</b> 86.500 0.611	90 93.600 0.527	135 115.60 0.529	180 0 123.000 0.541	225 167.100 7.711	270 133.100 140.237	315 121.800 265.546

Call Sign: KNKN666 **Print Date:** File Number:

Call Sign: KNKN000	File	Number:			r	rint Date	:	
Location Latitude	Longitude		round Elev neters)	vation	Structure Hg (meters)	t to Tip	Antenna S Registratio	
40 37-11-42.5 N	085-57-13.0 W	26	67.6		99.1		1224165	
Address: 1515 FISHER RIDC	E ROAD (37620)							
City: Horse Cave County: 1	HART State: K	Y Cons	truction D	eadline:				
	70			-			-	
Antenna: 1	700							
Maximum Transmitting ERP in								
Azimuth(from true north) Antenna Height AAT (meters)	0 148.700	<b>45</b> 170.000	90	135	180	225 116.100	<b>270</b> 137.500	315 147,400
Transmitting ERP (watts)	96.574	101.465	148.400 19.855	148.40 1.861	00 138.900 0.214	0.322	2.056	21.126
Antenna: 2	140,000							
Maximum Transmitting ERP in Azimuth(from true north)	waπs: 140.820	45	90	135	180	225	270	315
Antenna Height AAT (meters)	148.700	170.000	148.400	148.40		116.100	137.500	147.400
Transmitting ERP (watts) Antenna: 3	8.514	101.153	307.468	229.72		1.925	0.630	0.630
Maximum Transmitting ERP in	Watts: 140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	148.700	170.000	148.400	148.40		116.100	137.500	147.400
Transmitting ERP (watts)	0.226	0.222	3.795	33.295	109.116	83.424	11.320	0.928
Location Latitude	Longitude	G	round Elev	zation	Structure Hg	t to Tin	Antenna S	tructura
Location Latitude	Longitude	4000	neters)	ution	(meters)	t to 11p	Registratio	
41 37-01-03.9 N	085-54-42.3 W		54.8		68.6		1230168	
Address: 170 Robert Bishop I					00.0		1250100	
City: Glasgow County: BA		Y Cons	truction D	eadline	•			
erij. Grage County. Bri	iddir builti		truction 2	CHUITIE	•			
Antenna: 1				100				
Maximum Transmitting ERP in	Watts: 140 820			4				
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	93.000	83.300	56.400	66,300		106.300	92.700	90.500
Transmitting ERP (watts) Antenna: 2	104.518	139.218	43.033	2.862	0.290	0.325	1.008	15.797
Maximum Transmitting ERP in	Watts: 140.820			1	7			
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	93.000	83.300	56.400	66.300		106.300	92.700	90.500
Antenna: 3	0.395	3.203	50.041	189.42	165.261	28.863	1.290	0.398
Maximum Transmitting ERP in		Norman (	200			100	: property	
Azimuth(from true north) Antenna Height AAT (meters)	<b>0</b> 93.000	45	90	135	180	225	270	315
Transmitting ERP (watts)	93.000	83.300	56.400	66.300	91.100	106.300	92.700	90.500

0.619

0.543

98.226

8.652

#### **Control Points:**

Control Pt. No. 1

Transmitting ERP (watts)

Address: 124 South Keeneland Drive (Suite 103)

County: MADISON State: KY Telephone Number: (859)544-4804 City: RICHMOND

0.490

11.785

111.304

207.121

Call Sign: KNKN666 File Number: Print Date:

#### 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).

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 GINGULAR WIRELESS PCS, LLC

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

Call Sign KNLG209	File Number
Radio	Service
CW - PCS	Broadband
]	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-12-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA263	Chann	nel Block	Sub-Market Designator
	<b>Marke</b> Louisvi		
st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Dat

#### 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).

#### **Conditions:**

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

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

Call Sign: KNLG209

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market

**Market Name** 

**Buildout Deadline** 

**Buildout Notification** 

Status

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 GINGULAR 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

<b>Grant Date</b> 05-27-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Chan	nel Block A	Sub-Market Designator
	- AND KING	t Name ngton-Evansvill	
st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

#### **Conditions:**

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

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

Call Sign: WPOI255 File Number: Print Date:

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

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

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

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

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

Call Sign: WPOI255

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market

**Market Name** 

**Buildout Deadline** 

**Buildout Notification** 

Status

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 GINGULAR WIRELESS PCS, LLC

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

Call Sign WQDI528	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 08-17-2015	Effective Date 08-31-2018	ATTORNEY VICE	
Market Number BTA263	Chan	nel Block	Sub-Market Designator
	A CONTRACTOR OF THE CONTRACTOR	et Name ville, KY	
1st Build-out Date 09-06-2010	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### 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).

#### **Conditions:**

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

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

Call Sign: WQDI528 File Number:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

**Print Date:** 

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 GINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WQFA869	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-11-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA263	Chann	el Block	Sub-Market Designator 4
	Market Louisvil		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Dat

#### 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).

#### **Conditions:**

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

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

Call Sign: WQFA869 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

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 GINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA818	File Number				
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)					

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 11-29-2006	Effective Date 08-31-2018	Expiration Date 11-29-2021	Print Date
Market Number CMA447	Chang	nel Block A	Sub-Market Designator
		t Name 5 - Bärren	
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, WFB 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.

Call Sign: WQGA818 File Number: Print Date:

700 MHz Relicensed Area Information:

Market Market Name Buildout Deadline Buildout Notification Status

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 GINGULAR 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 (171	0-1755 MHz and	
2110-21:	55 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number BEA047	Chann	el Block	Sub-Market Designator
	Market Lexington, KY	A TOTAL CONTROL CONTROL	
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.

Call Sign: WQGD755 File Number: Print Date:

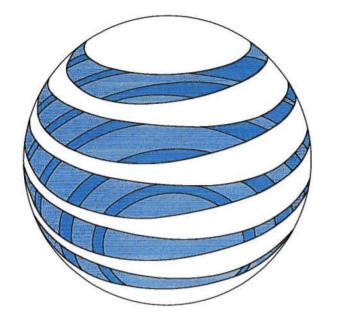
700 MHz Relicensed Area Information:

Market Name Buildout Deadline Buildout Notification Status

### **EXHIBIT B**

### **SITE DEVELOPMENT PLAN:**

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



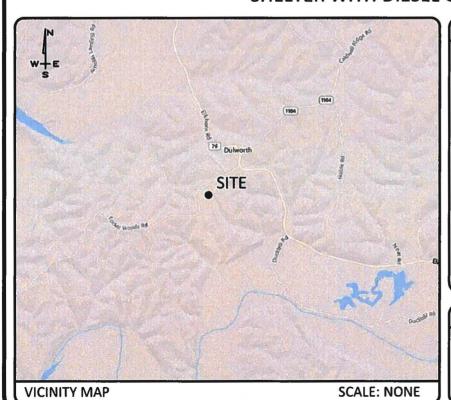
at&t

SITE NAME:

SITE NUMBER:

# ELKHORN ROAD FN KYL01233

PROPOSED RAW LAND SITE WITH PROPOSED 255' SELF-SUPPORT TOWER W/ 15' LIGHTNING ARRESTOR AND INSTALLATION OF A CELLXION 8'-0" X 8'-0" SHELTER WITH DIESEL GENERATOR ON A CONCRETE FOUNDATION



#### DRIVE DIRECTIONS

FROM ADAIR COUNTY CLERK, 424 PUBLIC SQUARE, SUITE 3, COLUMBIA, KY, 42728:

HEAD NORTHWEST TOWARD CAMPBELLSVILLE ST 472 FEET EXIT THE TRAFFIC CIRCLE ONTO CAMPBELLSVILLE ST 1.6 MILES TURN RIGHT ONTO STATE HWY 551 11.9 MILES TURN RIGHT ONTO KY-76 E 2.2 MILES

ARRIVE AT SITE, ON THE LEFT

TURN RIGHT ONTO DUNBAR HILL RD/TUCKER WOODS RD

SITE ADDRESS KNIFLEY, KY 42753

APPLICANT:

NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY

LATITUDE: LONGITUDE: 37° 12' 35.49" 85° 10' 49.52"

# SCOPE OF WORK:

0.4 MILES

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

SITE WORK: NEW TOWER, UNMANNED SHELTER WITH GENERATOR ON A CONCRETE FOUNDATION,

#### PROJECT INFORMATION

COUNTY:

3575 ELKHORN ROAD

462 S. 4TH STREET, SUITE 2400 LOUISVILLE KY 40202



1-800-752-6007

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2)

#### SHEET INDEX

TITLE SHEET & PROJECT INFORMATION

SITE SURVEY B-1.1 SITE SURVEY

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

**CONTACT INFORMATION** 

**BUILDING CODES AND STANDARDS** 

CONTRACTOR'S WORK SHALL COMPLY WITH ALL

**AMERICAN CONCRETE INSTITUTE 318** 

MANUAL OF STEEL CONSTRUCTION

APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION

CONTRACTOR'S WORK SHALL COMPLY WITH THE

LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN INSTITUTE OF STEEL CONSTRUCTION

TELECOMMUNICATIONS INDUSTRY ASSOCIATION

STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601

INSTITUTE FOR ELECTRICAL AND ELECTRONICS

ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41 ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS -

TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES

AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT

2014 KBC

2014 NEC

COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

FIRE DEPARTMENT KNIFLEY AREA VFD PHONE: (270) 789-1713

POLICE DEPARTMENT ADAIR COUNTY SHERIFF

PHONE: (270) 384-2776

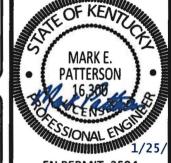
**ELECTRIC COMPANY** TAYLOR COUNTY RECC PHONE: (800) 931-4551

PHONE: (877) 934-9451

BLUEGRASS

**TELEPHONE COMPANY** 

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



**EN PERMIT: 3594** 

## ZONING **DRAWINGS**

REV	DATE	DESCRIPTION
Α	1.4.19	ISSUED FOR REVIEW
0	1.25.19	ISSUED AS FINAL

SITE INFORMATION:

#### **ELKHORN ROAD FN**

3575 ELKHORN ROAD KNIFLEY, KY 42753

> ADAIR COUNTY SITE NUMBER:

KYL01233 POD NUMBER: 18-23984

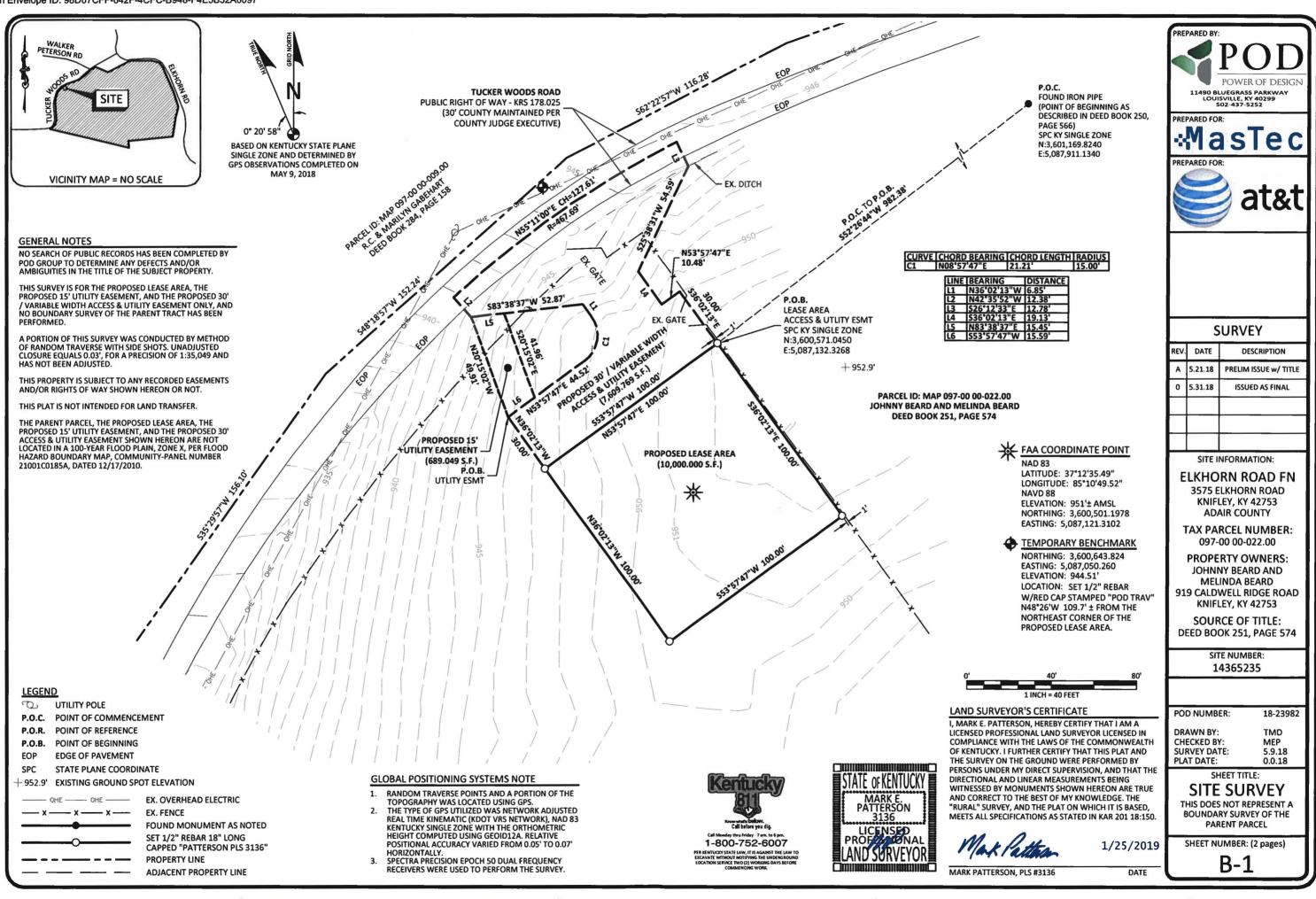
SHEET TITLE:

**TITLE SHEET** 

1.4.19

& PROJECT INFORMATION

SHEET NUMBER:



#### **LEGAL DESCRIPTIONS**

#### PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS DESCRIBED IN DEED BOOK 251, PAGE 574 OF RECORD IN THE ADAIR COUNTY, KY CLERKS OFFICE, PARCEL ID: MAP 097-00 00-022.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MAY 19, 2018.

COMMENCING AT A FOUND IRON PIPE IAT A COMMON CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE EXCLUSION OF 41.94 ACRES DESCRIBED DEED BOOK 251, PAGE 574, SAID COMMENCEMENT POINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 250, PAGE 566, SAID COMMENCEMENT POINT ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3,601,169.8240, AND E:5,087,911.1340; THENCE LEAVING SAID IRON PIPE, S52°26'44"W 982.38' A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC, IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3,600,571.0450, AND E:5,087,132.3268; THENCE 536°02'13"E 100.00' TO A SET IPC; THENCE S53°57'47"W 100.00' TO A SET IPC; THENCE N36°02'13"W 100.00' TO A SET IPC; THENCE N36°0

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

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS DESCRIBED IN DEED BOOK 251, PAGE 574 OF RECORD IN THE ADAIR COUNTY, KY CLERKS OFFICE, PARCEL ID: MAP 097-00 00-022.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2018.

COMMENCING AT A FOUND IRON PIPE IAT A COMMON CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE EXCLUSION OF 41.94 ACRES DESCRIBED DEED BOOK 251, PAGE 574, SAID COMMENCEMENT POINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 250, PAGE 566, SAID COMMENCEMENT POINT ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3,601,169.8240, AND E:5,087,911.1340; THENCE LEAVING SAID IRON PIPE, S52\*26\*44\*W 982.38\* A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC, IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE **TRUE POINT OF BEGINNING** ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3,600,571.0450, AND E:5,087,132.3268; THENCE ALONG THE NORTH LINE OF THE PROPOSED LEASE AREA, S53\*57\*47\*W 100.00\* TO A SET IPC; THENCE LEAVING SAID NORTH LINE, N36\*02\*13\*W 30.00\*; THENCE NS3\*57\*47\*E 44.52\*; THENCE WHITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00\*, N08\*57\*47\*E 21.21\*; THENCE N36\*02\*13\*W 6.85\*; THENCE S83\*38\*37\*W 52.87\*; THENCE N42\*35\*52\*W 12.38\* TO THE CENTER OF TUCKER WOODS ROAD; THENCE ALONG THE CENTER OF TUCKER WOODS ROAD; THENCE S65\*02\*13\*E 30.00\* TO THE POINT OF BEGINNING CONTAINING 7,609.769 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MAY 9, 2018.

#### PROPOSED 15' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 15' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS DESCRIBED IN DEED BOOK 251, PAGE 574 OF RECORD IN THE ADAIR COUNTY, KY CLERKS OFFICE, PARCEL ID: MAP 097-00 00-022.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2018.

COMMENCING AT A FOUND IRON PIPE IAT A COMMON CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE EXCLUSION OF 41.94 ACRES DESCRIBED DEED BOOK 251, PAGE 574, SAID COMMENCEMENT POINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 250, PAGE 566, SAID COMMENCEMENT POINT ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3,601,169.8240, AND E:5,087,911.1340; THENCE LEAVING SAID IRON PIPE, S52°26'44"W 982.38' A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERED TO AS A "SET IPC, IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3,600,571.0450, AND E:5,087,132.3268; THENCE ALONG THE NORTH LINE OF THE PROPOSED LEASE AREA, S53°57'47"W 100.00' TO A SET IPC; THENCE LEAVING SAID NORTH LINE, N36'02'13"W 30.00' TO THE TRUE POINT OF BEGINNING; THENCE N20°15'02"W 49.91'; THENCE N83°38'37"E 15.45'; THENCE S20°15'02"E 41.96'; THENCE SS3°57'47"W 15.59' THE POINT OF BEGINNING CONTAINING 689.049 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MAY 9, 2018.

#### PARENT PARCEL LEGAL DESCRIPTION - DEED BOOK 251, PAGE 574 (NOT FIELD SURVEYED)

BEGINNING AT A LARGE WHITE OAK TREE, ORIGINAL CORNER TO THE W.P. DUNBAR SURVEY; THENCE S 82 E 48.84 POLES TO A WHITE OAK AND BEECH, CALLED FOR, NOW A HICKORY; THENCE S 70 E 53.93 POLES TO A STONE JUST NORTH OF THE COUNTY ROAD; THENCE N 60-3/4 E 98.9 POLES TO A STAKE ON THE WEST SIDE OF THE OLD NEATSVILLE AND KNIFLEY PIKE; THENCE WITH THE MEANDERS OF SAID OLD ROAD BED AS FOLLOWS:

S 77-1/4 E 12.4 POLES; S L-L/L W 3 POLES; S 50-3/4 W 14 POLES; S 87-3/4 W 18.25 POLES; S 28-3/4 W 4 POLES; S 24-3/4 POLES; S 81 E 18.2 POLES; N 14-1/4 E 23.32 POLES, S 80-3/4 E 14 POLES; S 39-1/2 E 32 POLES; S 14-1/4 E 18.16 POLES; S 19-1/4 E 14.12 POLES; S 12 E 32.44 POLES; S 16 E 13.4 POLES TO THE CENTER OF KENTUCKY HIGHWAY NO. 76, CORNER OF THE U. S. GOVERNMENT SURVEY; THENCE WITH SAID U. S. GOVERNMENT SURVEY AS FOLLOWS: S 17 DEGREES 33' W 181.9 FT.; S 7-1/4 W 74.8 FT.; S 7 DEGREES - 32' W 204.3 FEET; S 7 DEGREES - 13' W 413.8 FT.; S 82 DEGREES W 344.2 FT.; S 82 DEGREES - 13' W 149.6 FT; S 83 DEGREES 18' W 172.2 FT.; S 83 DEGREES 27' W 505.0 FT.; S 84 DEGREES -21' W 175.2 FT.; THENCE S 12-3/4 POLES TO A POINT WHERE A SUGAR TREE AND HORN BEAM ARE CALLED FOR FROM THE ORIGINAL DUNBAR SURVEY; THENCE WITH SAID DUNBAR SURVEY AS FOLLOWS: N 75 W 182.35 POLES TO A STAKE CALLED FOR; N 3-3/4 E 125.13 POLES TO THE BEGINNING, CONTAINING 235.45 ACRES, MORE OR LESS.

#### **EXCLUSION:**

THERE IS EXCLUDED FROM THE ABOVE DESCRIBED PROPERTY AND NOT CONVEYED HEREIN A TRACT OF LAND SOLD BY SIDNEY DUNBAR TO BRIAN WALKER AND BARBARA PETERSON, HUSBAND AND WIFE, BY DEED DATED DECEMBER 22, 1992, AND RECORDED IN DEED BOOK 250, PAGE 566, WHICH CONTAINS 41.94 ACRES, MORE OR LESS.

#### TITLE OF COMMITMENT

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 59215-XY1801-5030, FA 14365235, EFFECTIVE DATE OF FEBRUARY 7, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

#### SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.

TAX ID: 097-00 00-022.00
PERIOD: 2017 PAYMENT STATUS: PAID
TAX AMOUNT: \$1,113.67
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

- 2. MORTGAGES RETURNED HEREIN. (NONE WITHIN PERIOD SEARCHED.)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)
- 4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

#### (JUDGMENTS, LIENS AND UCC)

5. (NONE WITHIN PERIOD SEARCHED.)

#### (COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

#### (EASEMENTS AND RIGHTS OF WAY)

NONE WITHIN PERIOD SEARCHED

# STATE OF KENTUCKY MARK E. PATTERSON 3136 LICENSED PROFESSION LAND SURVEYOR

## LAND SURVEYOR'S CERTIFICATE

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



1/25/2019

DATE



PREPARED FOR:



PREPARED FOR:



#### **SURVEY**

	3011121					
REV.	DATE	DESCRIPTION				
Α	5.21.18	PRELIM ISSUE w/ TITLE				
0	5.31.18	ISSUED AS FINAL				

SITE INFORMATION:

# ELKHORN ROAD FN

3575 ELKHORN ROAD KNIFLEY, KY 42753 ADAIR COUNTY

TAX PARCEL NUMBER: 097-00 00-022.00

PROPERTY OWNERS: JOHNNY BEARD AND MELINDA BEARD 919 CALDWELL RIDGE ROAD KNIFLEY, KY 42753

SOURCE OF TITLE: DEED BOOK 251, PAGE 574

SITE NUMBER: 14365235

POD NUMBER: 18-23982

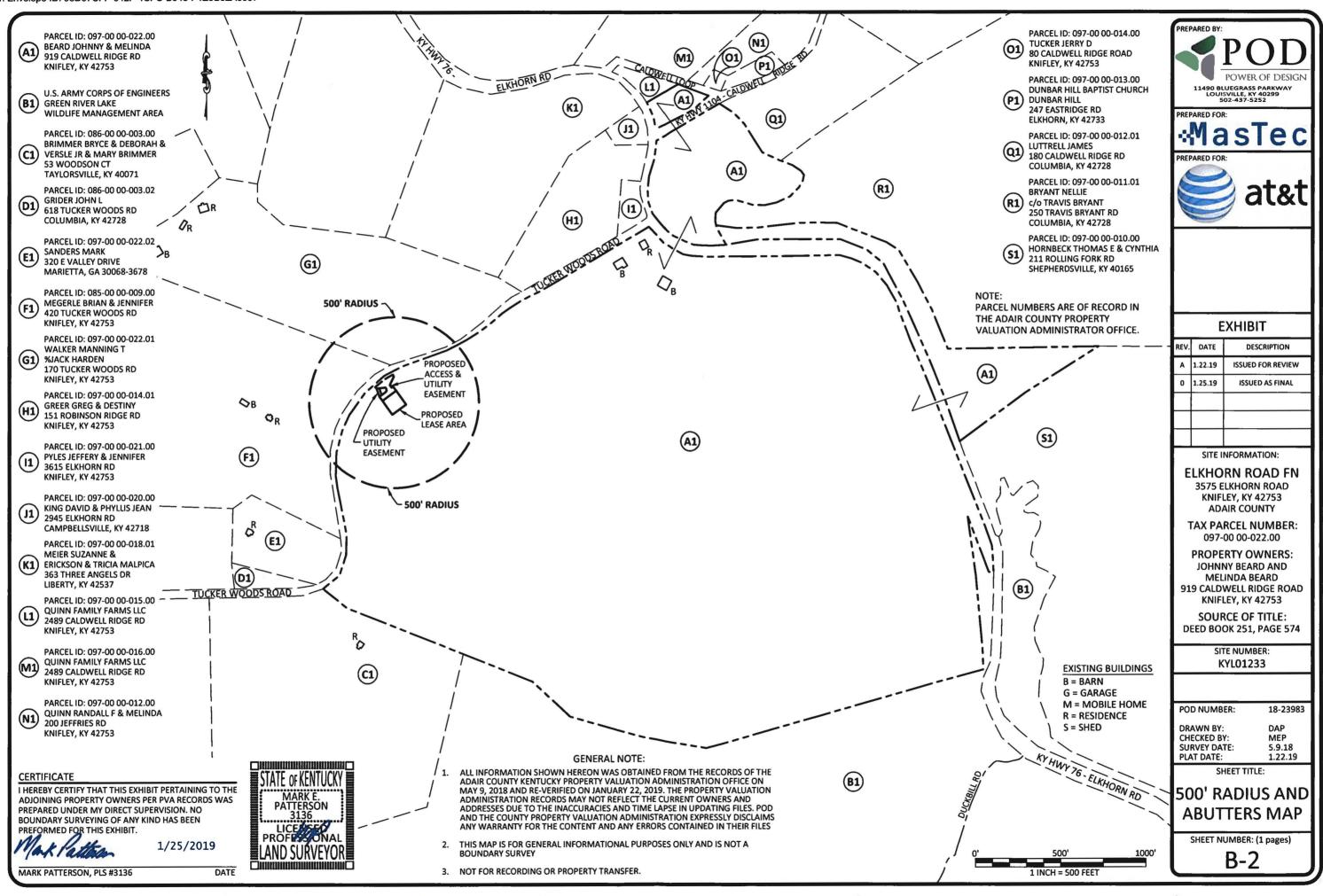
DRAWN BY: TMD
CHECKED BY: MEP
SURVEY DATE: 5.9.18
PLAT DATE: 0.0.18

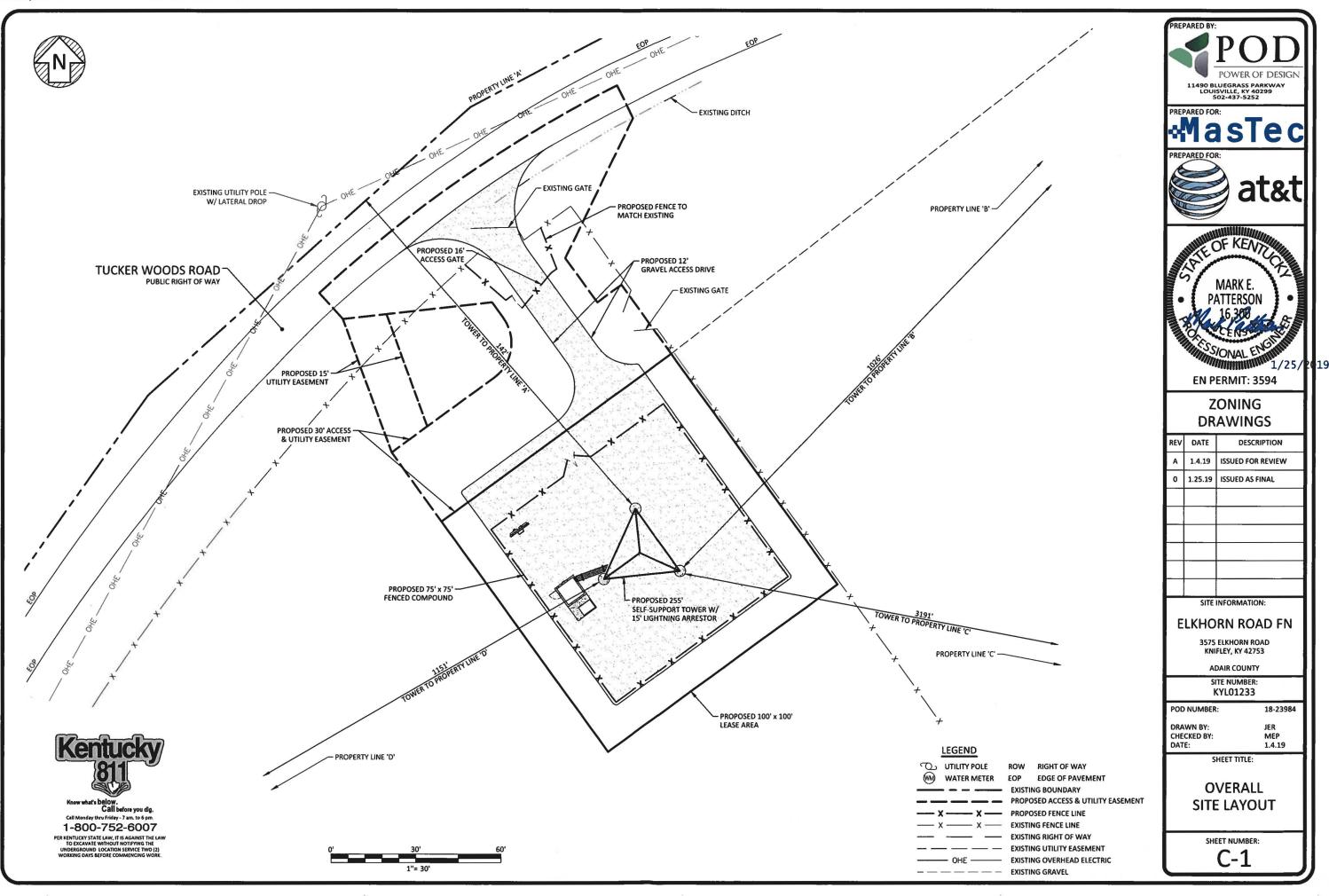
# SHEET TITLE: SITE SURVEY

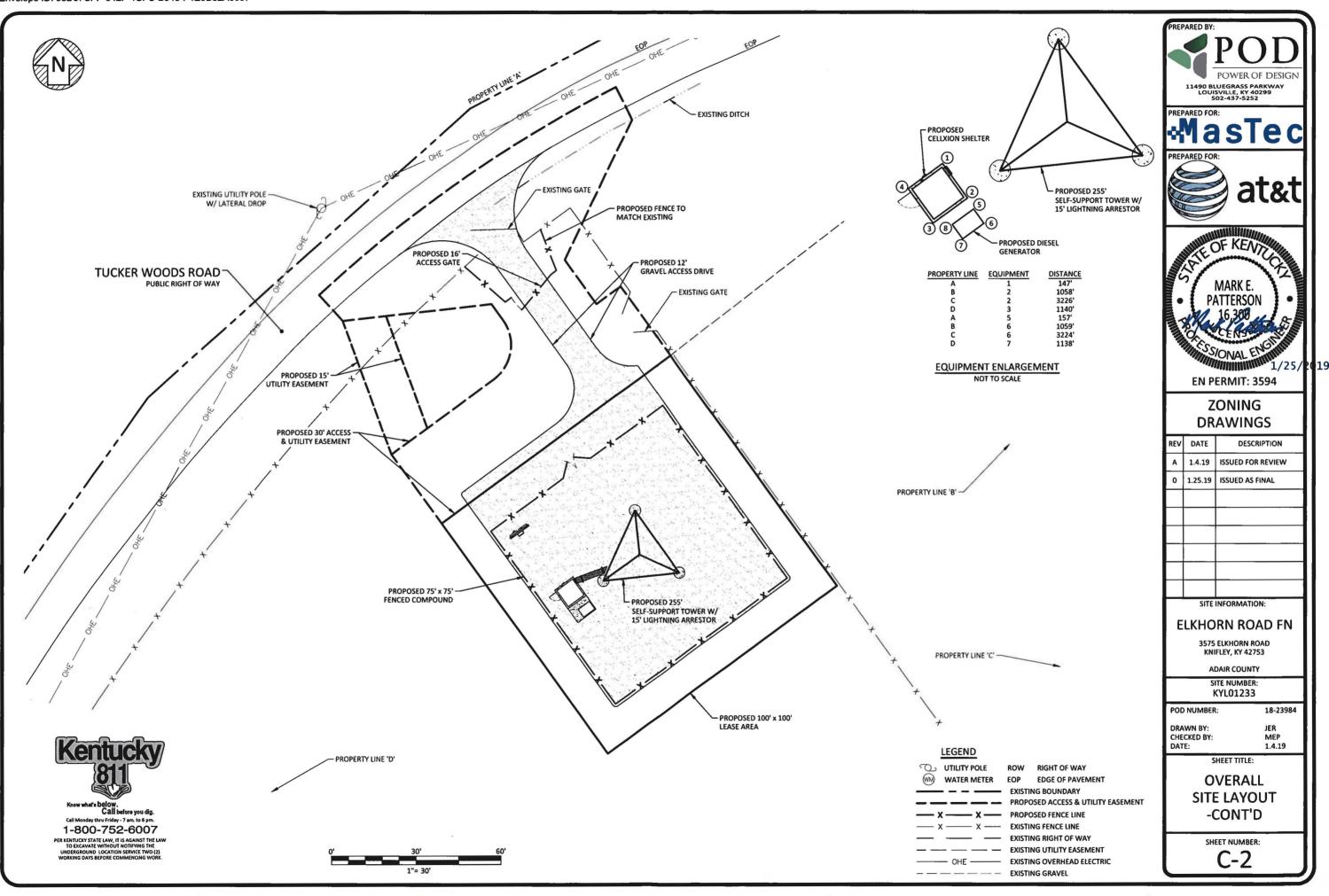
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (2 pages)

B-1.1







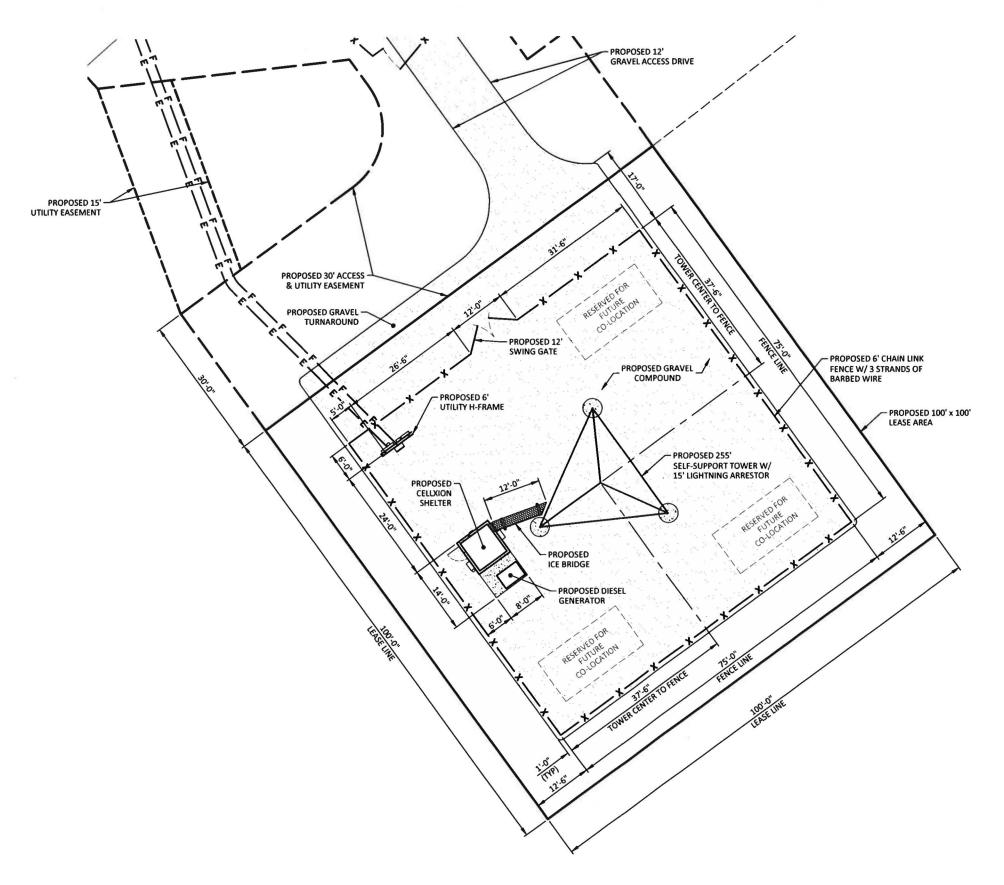


**LEGEND** 

- PROPOSED ACCESS & UTILITY EASEMENT

PROPOSED FENCE LINE

− E −− PROPOSED ELECTRIC CONDUIT F PROPOSED FIBER CONDUIT





Know what's below.
Call before you dig. 1-800-752-6007

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW
TO EXCAVATE WITHOUT NOTIFYING THE
UNDERGROUND LOCATION SERVICE TWO (2)



⊹MasTec



at&t



EN PERMIT: 3594

# ZONING **DRAWINGS**

REV	DATE	DESCRIPTION
Α	1.4.19	ISSUED FOR REVIEW
0	1.25.19	ISSUED AS FINAL

SITE INFORMATION:

#### **ELKHORN ROAD FN**

3575 ELKHORN ROAD KNIFLEY, KY 42753

ADAIR COUNTY

SITE NUMBER: KYL01233

POD NUMBER: 18-23984

DRAWN BY: CHECKED BY:

DATE:

MEP 1.4.19 SHEET TITLE:

**ENLARGED** 

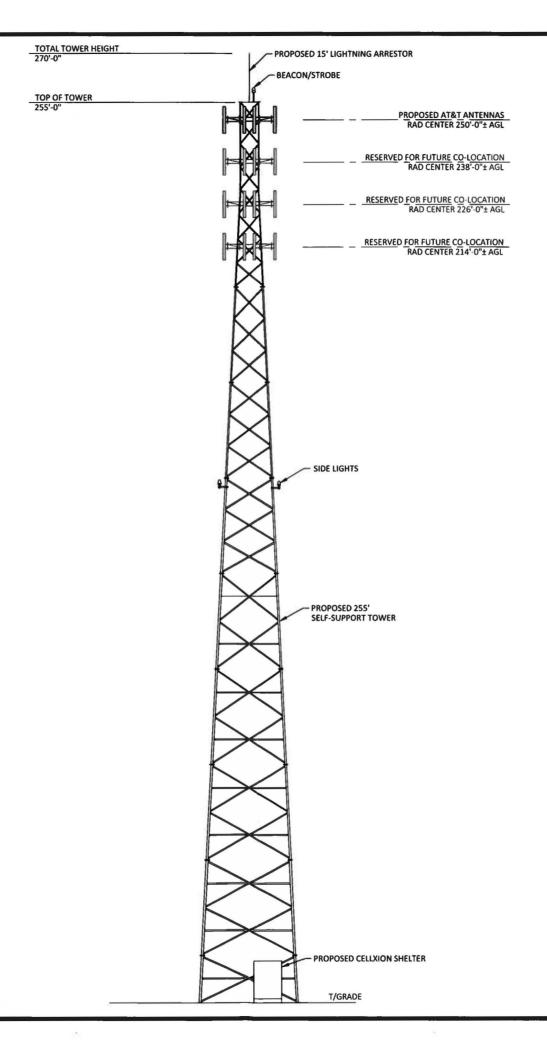
**COMPOUND LAYOUT** 

SHEET NUMBER:

**C-3** 

#### **TOWER NOTES:**

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





MasTec



at&t



EN PERMIT: 3594

# ZONING DRAWINGS

REV	DATE	DESCRIPTION
Α	1.4.19	ISSUED FOR REVIEW
0	1.25.19	ISSUED AS FINAL
_		

SITE INFORMATION:

## **ELKHORN ROAD FN**

3575 ELKHORN ROAD KNIFLEY, KY 42753

> SITE NUMBER: KYL01233

POD NUMBER:

DRAWN BY: CHECKED BY: DATE:

7: JER BY: MEP 1.4.19

SHEET TITLE:

TOWER

18-23984

ELEVATION

SHEET NUMBER:

C-4

# 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 – Elkhorn Road FN
Proposed Cell Tower
37 12 35.49 North Latitude, 85 10 49.52 West Longitude

#### **Dear Commissioners:**

The Project / Construction Manager for the proposed new communications facility will be Don Murdock. His contact information is (615) 207-8280 or <a href="mailto:Don.Murdock@mastec.com">Don.Murdock@mastec.com</a>

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

Thank you,

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

**MasTec Network Solutions** 

(615) 207-8280



February 6, 2019

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

RE: Proposed 255' Self-Supporting Tower for Elkhorn Road, KY

Dear Ms. Ward,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 105 mph with no ice and 30 mph with 1.5" radial ice, Structure Class II, Exposure Category C, and Topographic Category 2 with a Crest Height of 190', in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. This would effectively result in a "zero radius fall zone" at ground level. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.* 

Sincerely,

Robert E. Beacom, P.E., S.E. Engineering Supervisor



# **Structural Design Report**

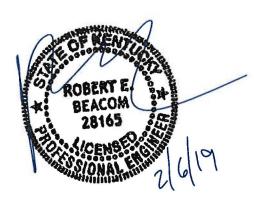
255' S3TL Series HD1 Self-Supporting Tower Site: Elkhorn Road, KY

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

> > Job Number: 426310

**February 6, 2019** 

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



T.	Σ	NONE M							565	255'	
9	L2X2X3/16	0			1		o.	11@5	1375	240'	
L	٦				1	(1) 5/8"	7.		1900	220'	
J	¥						,6		2421	200*	
)	3/16						11.	9 @ 6.6667	3017	180'	
>	L3X3X3/16						13.		3211	160'	
	12 X 114	NONE	NONE	NONE	NONE		15.		4394	140'	
9.923 OD X .300	L31/2X31/2X1/4	Z				(1) 3/4"	17:		4518	120'	
	L4X4X1/4						19,	10.	5173	100'	
1							21.	12 @ 10	6662	80'	
	L4X4X5/16					.8.	23.		6366	60'	
2000	L4X4X3/8					(2) 5/8"	25'		8070	40'	
200 C C C C C C C C C C C C C C C C C C	7 -	z	4	<b>a</b>	×	(2) 3/4"	.72	a R	8849	20'	
				s	als		ta ta	/Height (	tht.	0'	29'-0"

#### 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	ll ll
Risk Category	II —
Exposure Category	С
Topographic Category	2
Crest Height	190 ft

#### **Base Reactions**

Total For	ındation	Individual Footing		
Shear (kips)	110.46	Shear (kips)	66.11	
Axial (kips)	273.15	Compression (kips)	672	
Moment (ft-kips)	15995	Uplift (kips)	587	
Torsion (ft-kips)	48.68			

#### **Material List**

Display	Value
Α	12.75 OD X .375
В	10.75 OD X .500
С	8.625 OD X .322
D	5.563 OD X .500
E	5.563 OD X .375
F	4.500 OD X .337
G	3.500 OD X .300
Н	2.375 OD X .154
1	L 6 X 4 X 3/8
J	L 5 X 5 X 5/16
К	L 2 1/2 X 2 1/2 X 1/4
L	L 2 1/2 X 2 1/2 X 3/16
М	L 2 X 2 X 1/8
N	L 4 X 4 X 1/4
0	L 2 X 2 X 3/16
Р	L 3 X 3 X 1/4
Q	1 @ 13.333'
R	1 @ 6.667'

#### Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2012 International Building Code.
- 11) Tower Rating: 98.69%



Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6899 Fex (712) 279-0814

Job:	426310	
Customer:	AT&T	
Site Name:	Elkhorn Road, KY	
Description:	255' S3TL	
Date:	2/6/2019	By: REB

## **Designed Appurtenance Loading**

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

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



Sabre Communications Corporation
7101 Southbridge Drive
P.O. Box 658
Sloux City, IA 51102-0658
Phone: (712) 254-669
Fac: (712) 278-0814
Information contained herein is the sole property of Sabre Communications Corporation, constatutes a trade secret as defined by lowe Code Ch. 550 and table not be reproduced, copied or used in whole or part for any purpose whetsoever without the prior written consent of Sabre Communications

Job:	426310			
Customer:	AT&T			
Site Name:	Elkhorn Road, KY			
Description:	255' S3TL			
Date:	2/6/2019	By:	REB	



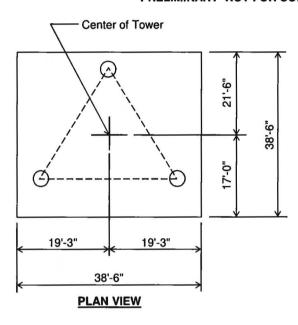
No.: 426310

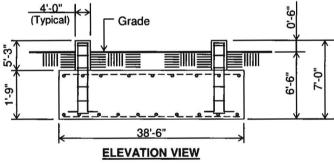
Date: 2/6/19 By: REB

#### Customer: AT&T Site: Elkhorn Road, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower

#### PRELIMINARY -NOT FOR CONSTRUCTION-





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

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

#### Notes:

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on 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: Factored download (kips) = 105.22 Factored overturn (kip-ft) = 15,995.08 Factored shear (kips) = 110.46
- 4.75' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

	Rebar Schedule per Mat and per Pier						
Pier	(20) #8 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 9" C/C						
Mat	(66) #10 horizontal rebar evenly spaced each way top and bottom. (264 total)						
	Anchor Bolts per Leg						
(6) 1.75	(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.						

Information contained herein is the sole property of Sabre Towers & Poles, 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 Towers & Poles.



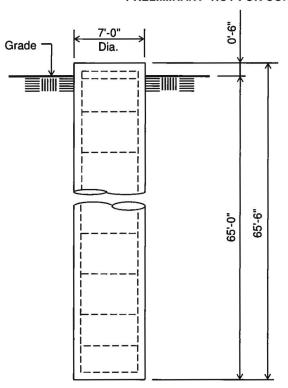
No.: 426310

Date: 2/6/19 By: REB

#### Customer: AT&T Site: Elkhorn Road, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower

#### PRELIMINARY -NOT FOR CONSTRUCTION-



# **ELEVATION VIEW**

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

#### Notes:

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on 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: Factored uplift (kips) = 587.00 Factored download (kips) = 672.00 Factored shear (kips) = 66.00
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

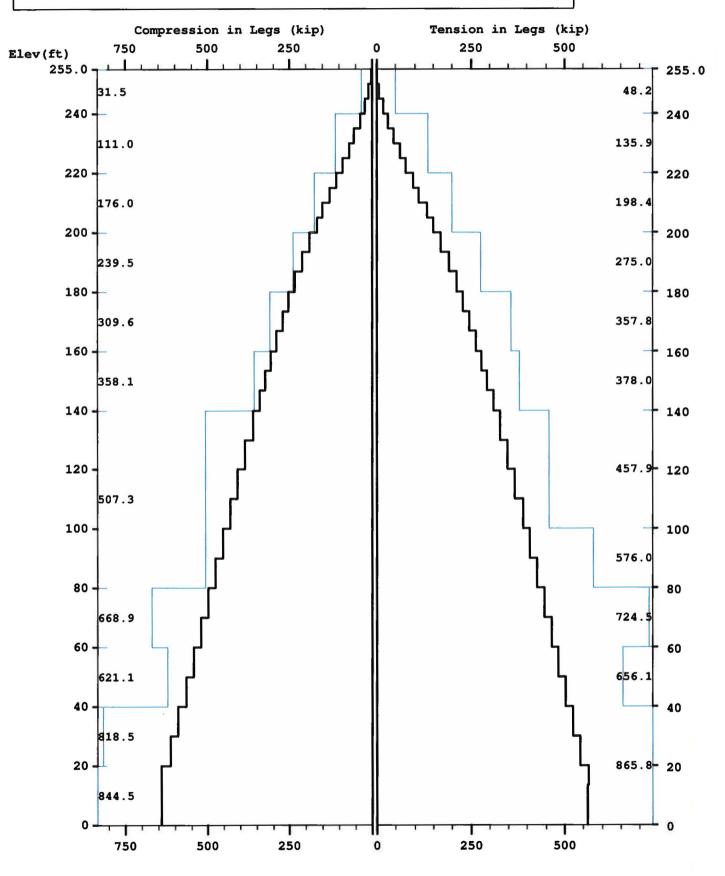
Rebar Schedule per Pier							
Pier	Pier (36) #8 vertical rebar w/ #5 rebar ties, two (2) within top 5" of pier then 12" C/C						
	Anchor Bolts per Leg						
(6) 1.75	(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5"						
max. projection above concrete.							

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

Licensed to: Sabre Towers and Poles

6 feb 2019 14:14:14

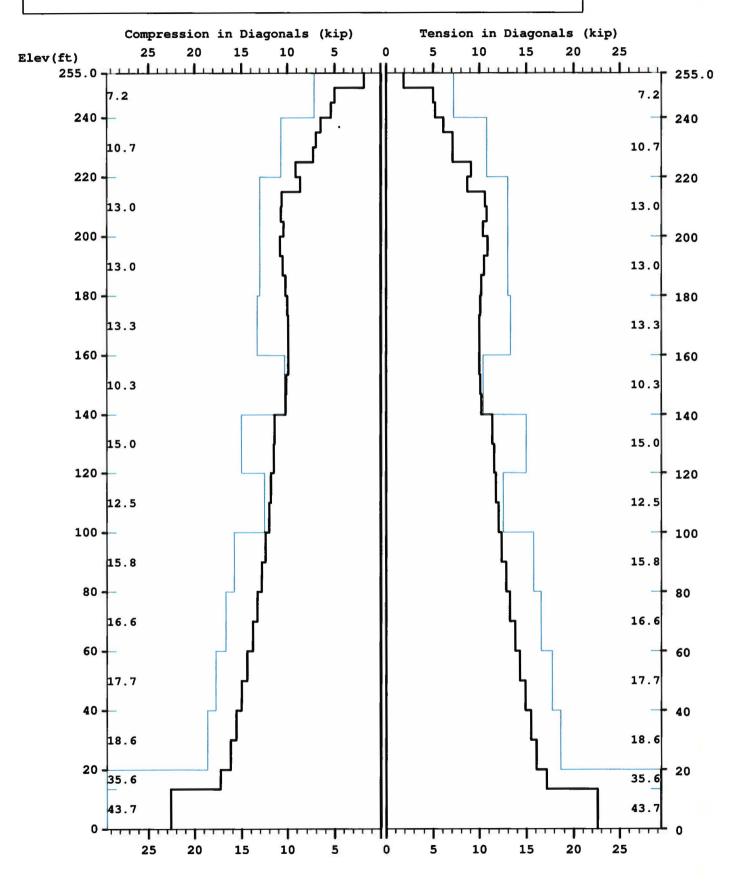
Maximum



Licensed to: Sabre Towers and Poles

6 feb 2019 14:14:14



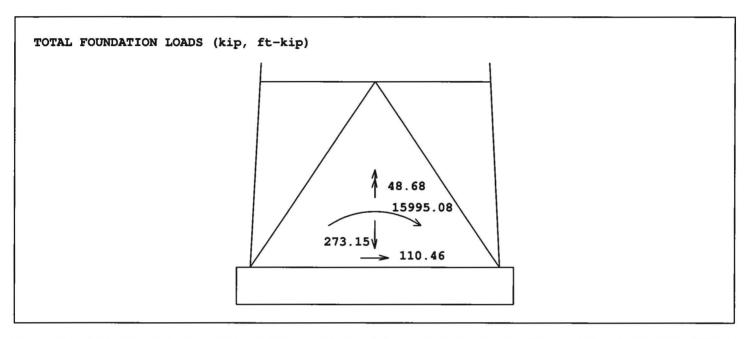


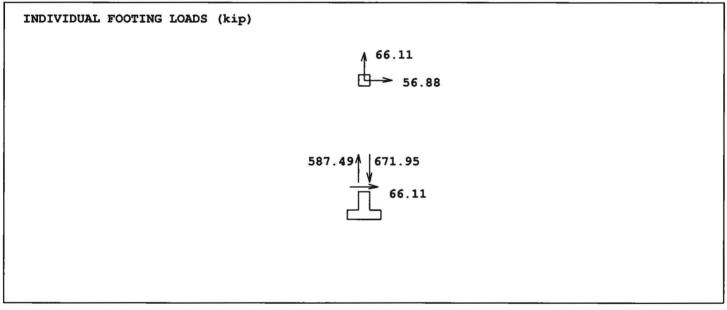
6 feb 2019

Licensed to: Sabre Towers and Poles

14:14:14

Maximum





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

on: 6 feb 2019 at: 14:14:14 Sabre Towers and Poles

## MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
x x x x x x x x x x		250.00 240.00 235.00 220.00 200.00 180.00 160.00 120.00 80.00 60.00 40.00 20.00	255.00 250.00 240.00 235.00 220.00 200.00 180.00 140.00 120.00 80.00 60.00 40.00 20.00	5.00 5.00 5.50 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 27.00 27.67 29.00	5.00 5.00 5.50 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 25.00 27.67	5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00 10.00 6.67 13.33

#### MEMBER PROPERTIES \_\_\_\_\_

MEMBER	BOTTOM	TOP	X-SECTN	RADIUS	ELASTIC	THERMAL
TYPE	ELEV	ELEV	AREA	OF GYRAT	MODULUS	EXPANSN
	ft	ft	in.sq	in	ksi	/deg
	242.00					
LE	240.00	255.00	1.075	0.787	29000.	0.0000117
LE	220.00	240.00	3.016	0.787	29000.	0.0000117
LE	200.00	220.00	4.407	0.787	29000.	0.0000117
LE	180.00	200.00	6.111	0.787	29000.	0.0000117
LE	160.00	180.00	7.952	0.787	29000.	0.0000117
LE	140.00	160.00	8.399	0.787	29000.	0.0000117
LE	80.00	140.00	12.763	0.787	29000.	0.0000117
LE	60.00	80.00	16.101	0.787	29000.	0.0000117
LE	40.00	60.00	14.579	0.787	29000.	0.0000117
LE	0.00	40.00	19.242	0.787	29000.	0.0000117
DI	240.00	255.00	0.484	0.626	29000.	0.0000117
DI	220.00	240.00	0.715	0.626	29000.	0.0000117
DI	200.00	220.00	0.902	0.626	29000.	0.0000117
DI	180.00	200.00	1.188	0.626	29000.	0.0000117
DI	140.00	180.00	1.090	0.626	29000.	0.0000117
DI	100.00	140.00	1.688	0.626	29000.	0.0000117
DI	80.00	100.00	1.938	0.626	29000.	0.0000117
DI	40.00	80.00	2.402	0.626	29000.	0.0000117
DI	20.00	40.00	2.859	0.626	29000.	0.0000117
DI	13.33	20.00	3.027	0.626	29000.	0.0000117
DI	0.00	13.33	3.609	0.626	29000.	0.0000117
но	250.00	255.00	0.484	0.626	29000.	0.0000117
но	235.00	240.00	0.715	0.626	29000.	0.0000117
но	0.00	13.33	1.938	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

#### **FACTORED MEMBER RESISTANCES**

воттом	TOP	L	EGS	DIA	GONALS	HORIZ	ONTALS	INT	BRACING
ELEV ft	ELEV ft	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP	TENS kip
	1.0	KIP	KIP	KIP	КТР	KIP	ктр	ктр	KIP
250.0	255.0	31.48	48.15	7.16	7.16	5.82	5.82	0.00	0.00
240.0	250.0	31.48	48.15	7.16	7.16	0.00	0.00	0.00	0.00
235.0	240.0	110.98	135.90	10.74	10.74	8.46	8.46	0.00	0.00
220.0	235.0	110.98	135.90	10.74	10.74	0.00	0.00	0.00	0.00
200.0	220.0	175.98	198.45	13.03	13.03	0.00	0.00	0.00	0.00

						426310			
180.0	200.0	239.46	274.95	13.00	13.00	0.00	0.00	0.00	0.00
160.0	180.0	309.64	357.75	13.34	13.34	0.00	0.00	0.00	0.00
140.0	160.0	358.08	378.00	10.34	10.34	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	15.01	15.01	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
80.0	100.0	507.33	576.00	15.77	15.77	0.00	0.00	0.00	0.00
60.0	80.0	668.86	724.50	16.62	16.62	0.00	0.00	0.00	0.00
40.0	60.0	621.06	656.10	17.72	17.72	0.00	0.00	0.00	0.00
20.0	40.0	818.52	865.80	18.63	18.63	0.00	0.00	0.00	0.00
13.3	20.0	844.46	865.80	35.60	35.60	0.00	0.00	0.00	0.00
0.0	13.3	844.46	865.80	43.74	43.74	15.60	15.60	7.41	7.41

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

#### MAST LOADING

LOAD TYPE	ELEV ft	APPLYLOADAT RADIUS AZI ft	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
C C C C	260.0 250.0 238.0 226.0 214.0	0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0 0.00 0.0	0.0 0.0 0.0 0.0	0.21 9.72 7.33 7.35 7.37	0.15 7.20 4.80 4.80 4.80	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 2210.0 210.0 210.0 210.0 210.0 180.0 140.0	0.00 180.0 0.00 42.0 0.00 42.0 0.00 64.4 0.00 64.4 0.00 79.5 0.00 79.5 0.00 83.3 0.00 92.0 0.00 92.0 0.00 89.2 0.00 89.2 0.00 353.1 0.00 322.3 0.00 322.4 0.00 321.9 0.00 321.9 0.00 322.4 0.00 322.4	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.07 0.07 0.13 0.13 0.16 0.16 0.17 0.18 0.20 0.22 0.22 0.23 0.23 0.24 0.26 0.26 0.28 0.29 0.28 0.30 0.31 0.37 0.37 0.37	0.04 0.06 0.06 0.12 0.12 0.13 0.13 0.15 0.18 0.20 0.20 0.21 0.23 0.24 0.26 0.27 0.37 0.37 0.44 0.51 0.51 0.51	0.00 0.06 0.06 0.06 0.06 0.05 0.05 0.05 0.01 0.02	0.00 0.10 0.11 0.11 0.11 0.11 0.10 0.06 0.06

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

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

426310

MAST	LOADING	

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
с с с с	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.21 9.72 7.33 7.35 7.37	0.12 5.40 3.60 3.60 3.60	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
	255.0 250.0 240.0 240.0 235.0 235.0 235.0 225.0 225.0 225.0 225.0 200.0 215.0 200.0 180.0 160.0 140.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 42.0 42.0 442.0 64.4 79.5 831.3 92.0 89.2 851.6 74.4 33221.4 33222.4 33222.4 33222.4 33222.4 33222.4 33222.4 33222.4 33222.4 33222.4 33222.4	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.07 0.13 0.13 0.16 0.16 0.17 0.17 0.18 0.20 0.22 0.22 0.22 0.23 0.24 0.26 0.26 0.26 0.28 0.30 0.31 0.37 0.37 0.34 0.34 0.34 0.34	0.03 0.04 0.04 0.09 0.09 0.10 0.11 0.11 0.13 0.15 0.15 0.15 0.20 0.21 0.22 0.23 0.24 0.33 0.33 0.44 0.38 0.45	0.00 0.00 0.04 0.04 0.04 0.04 0.04 0.03 0.03 0.04 0.01 0.02	0.00 0.10 0.11 0.11 0.11 0.11 0.10 0.06 0.06 0.06 0.04

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

#### MAST LOADING

====										
LOAD		APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip		
с с с с	260.0 250.0 238.0 226.0 214.0	0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.04 1.49 1.85 1.85	0.31 18.85 12.56 12.56 12.56	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00		
D D D D D D	255.0 250.0 250.0 240.0 240.0 235.0 235.0	0.00 0.00 0.00 0.00 0.00 0.00	180.0 180.0 42.0 42.0 70.1 70.1 90.0	0.0 0.0 0.0 0.0 0.0	0.01 0.01 0.02 0.02 0.02 0.02	0.19 0.19 0.26 0.26 0.41 0.41	0.00 0.00 0.23 0.23 0.21 0.21	0.00 0.00 0.01 0.01 0.01 0.01		
D D D	230.0 230.0 225.0	0.00 0.00 0.00	90.0 91.3 91.3	0.0 0.0 0.0	0.02 0.02 0.02	0.41 0.44 0.44	0.21 0.19 0.19	0.01 0.01 0.01		

					426310		
225.0	0.00	86.3	0.0	0.02	0.52	0.12	0.00
220.0	0.00	86.3	0.0	0.02	0.52	0.12	0.00
220.0	0.00	83.9	0.0	0.03	0.57	0.13	0.00
215.0	0.00	83.9	0.0	0.03	0.57	0.13	0.00
215.0	0.00	345.0	0.0	0.03	0.64	0.06	0.00
210.0	0.00	345.0	0.0	0.03	0.64	0.06	0.00
210.0	0.00	322.4	0.0	0.03	0.66	0.08	0.00
180.0			0.0	0.03	0.70		0.00
			0.0	0.03	0.74		0.00
			0.0	0.03	0.76	0.08	0.00
			0.0	0.03	0.79	0.08	0.00
							0.00
							0.00
			0.0				0.00
			0.0				0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
0.0	0.00	322.4	0.0	0.05	1.49	0.11	0.00
	220.0 220.0 215.0 215.0 210.0 210.0	220.0 0.00 220.0 0.00 215.0 0.00 215.0 0.00 215.0 0.00 210.0 0.00 180.0 0.00 180.0 0.00 160.0 0.00 140.0 0.00 140.0 0.00 80.0 0.00 80.0 0.00 80.0 0.00 50.0 0.00 40.0 0.00 40.0 0.00 13.3 0.00	220.0 0.00 86.3 220.0 0.00 83.9 215.0 0.00 83.9 215.0 0.00 345.0 210.0 0.00 322.4 180.0 0.00 322.4 180.0 0.00 321.9 160.0 0.00 322.4 140.0 0.00 322.4 140.0 0.00 322.3 80.0 0.00 322.3 80.0 0.00 322.3 80.0 0.00 322.3 40.0 0.00 322.3 40.0 0.00 322.3 40.0 0.00 322.3 40.0 0.00 322.3 40.0 0.00 322.4 13.3 0.00 322.4 13.3 0.00 322.4	220.0 0.00 86.3 0.0 220.0 0.00 83.9 0.0 215.0 0.00 83.9 0.0 215.0 0.00 345.0 0.0 210.0 0.00 322.4 0.0 180.0 0.00 321.9 0.0 180.0 0.00 321.9 0.0 160.0 0.00 322.4 0.0 160.0 0.00 322.4 0.0 140.0 0.00 322.0 0.0 140.0 0.00 322.0 0.0 80.0 0.00 322.3 0.0 80.0 0.00 322.3 0.0 80.0 0.00 322.3 0.0 50.0 0.00 322.3 0.0 50.0 0.00 322.3 0.0 40.0 0.00 322.3 0.0 40.0 0.00 322.3 0.0 40.0 0.00 322.3 0.0 40.0 0.00 322.3 0.0 40.0 0.00 322.3 0.0 40.0 0.00 322.4 0.0	220.0         0.00         86.3         0.0         0.02           220.0         0.00         83.9         0.0         0.03           215.0         0.00         83.9         0.0         0.03           215.0         0.00         345.0         0.0         0.03           210.0         0.00         345.0         0.0         0.03           210.0         0.00         322.4         0.0         0.03           180.0         0.00         322.4         0.0         0.03           180.0         0.00         322.4         0.0         0.03           160.0         0.00         322.4         0.0         0.03           140.0         0.00         322.4         0.0         0.03           140.0         0.00         322.3         0.0         0.03           80.0         0.00         322.3         0.0         0.04           80.0         0.00         322.3         0.0         0.04           50.0         0.00         322.3         0.0         0.04           50.0         0.00         322.3         0.0         0.04           50.0         0.00         322.3         0.0	220.0         0.00         86.3         0.0         0.02         0.52           220.0         0.00         83.9         0.0         0.03         0.57           215.0         0.00         83.9         0.0         0.03         0.57           215.0         0.00         345.0         0.0         0.03         0.64           210.0         0.00         345.0         0.0         0.03         0.64           210.0         0.00         322.4         0.0         0.03         0.64           210.0         0.00         321.9         0.0         0.03         0.70           180.0         0.00         321.9         0.0         0.03         0.74           160.0         0.00         322.4         0.0         0.03         0.76           160.0         0.00         322.4         0.0         0.03         0.76           140.0         0.00         322.0         0.0         0.03         0.81           140.0         0.00         322.3         0.0         0.04         0.94           80.0         0.00         322.3         0.0         0.04         1.04           50.0         0.00         322.3 </td <td>225.0         0.00         86.3         0.0         0.02         0.52         0.12           220.0         0.00         86.3         0.0         0.02         0.52         0.12           220.0         0.00         83.9         0.0         0.03         0.57         0.13           215.0         0.00         83.9         0.0         0.03         0.57         0.13           215.0         0.00         345.0         0.0         0.03         0.64         0.06           210.0         0.00         345.0         0.0         0.03         0.64         0.06           210.0         0.00         322.4         0.0         0.03         0.64         0.06           210.0         0.00         321.9         0.0         0.03         0.70         0.08           180.0         0.00         322.4         0.0         0.03         0.74         0.08           180.0         0.00         321.9         0.0         0.03         0.76         0.08           180.0         0.00         322.4         0.0         0.03         0.76         0.08           160.0         0.00         322.4         0.0         0.03         0.</td>	225.0         0.00         86.3         0.0         0.02         0.52         0.12           220.0         0.00         86.3         0.0         0.02         0.52         0.12           220.0         0.00         83.9         0.0         0.03         0.57         0.13           215.0         0.00         83.9         0.0         0.03         0.57         0.13           215.0         0.00         345.0         0.0         0.03         0.64         0.06           210.0         0.00         345.0         0.0         0.03         0.64         0.06           210.0         0.00         322.4         0.0         0.03         0.64         0.06           210.0         0.00         321.9         0.0         0.03         0.70         0.08           180.0         0.00         322.4         0.0         0.03         0.74         0.08           180.0         0.00         321.9         0.0         0.03         0.76         0.08           180.0         0.00         322.4         0.0         0.03         0.76         0.08           160.0         0.00         322.4         0.0         0.03         0.

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.89 S	1.87 G	1.19	A 0.00 A
250.0			0.19	G 0.00 A
245.0	4.46 M	5.00 B	0.26	I 0.00 A
	17.58 M	5.27 N		
240.0	29.80 M	6.10 M	0.55	K 0.00 A
235.0	45.32 M	7.07 H	0.15	A 0.00 A
230.0			0.12	A 0.00 A
225.0	60.33 M	7.08 N	0.07	a 0.00 A
	76.35 M	9.11 н		
220.0	95.05 M	8.64 N	0.22	A 0.00 A
215.0	111.40 M	10.53 T	0.04	a 0.00 A
210.0			0.24	A 0.00 A
205.0	132.22 M	10.72 в	0.04	A 0.00 A
	149.86 M	10.33 N		
200.0	170.71 M	10.85 T	0.20	A 0.00 A
193.3	191.03 M	10.45 N	0.06	A 0.00 A
186.7			0.18	0.00 A
180.0	211.33 M	10.19 R	0.07	A 0.00 A
	229.12 M	10.02 R		
173.3	246.90 M	9.95 x	0.12	A 0.00 A
166.7	263.03 M	9.92 R	0.07	0.00 A
160.0			0.10	0.00 A
153.3	279.19 M	9.96 P	0.09	0.00 A
146.7	294.20 м	10.05 P	0.09	
	309.32 M	10.19 P		
140.0	326.87 M	11.32 P	0.09	0.00 A
130.0			0.11	0.00 A
120.0	348.03 M	11.50 P	0.08	0.00 A
110.0	368.09 M	11.72 P	0.10	
	388.14 M	12.02 V		
100.0	407.45 M	12.37 P	0.06	0.00 A
	iorems M	12.37		

				426310
90.0			0.09 A	0.00 A
	426.86 M 12.79	P		
80.0	445.79 M 13.29		0.06 A	0.00 A
70.0	445.79 M 13.25	. •	0.06 A	0.00 A
, 0.0	464.85 M 13.77	v	0100 A	0100 A
60.0			0.04 A	0.00 A
	483.74 M 14.33	P	0.00	0.00
50.0	502.87 M 14.93		0.06 A	0.00 A
40.0	JUZ. 67 M 14. 33	. •	0.09 o	0.00 A
	521.87 M 15.53	Р		
30.0			0.06 s	0.00 A
20.0	540.86 M 16.13	Р	0.12 A	0.00 A
20.0	563.47 M 17.17	D	U.12 A	0.00 A
13.3	303.47 14 17.17		1.40 U	0.00 0
	562.04 M 22.58	P		
0.0			0.00 A	0.00 A

# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-1.07 A	-1.85 A	-1.20 G	0.00 A
250.0			-0.19 M	0.00 A
245.0	-9.00 G	-5.03 B	-0.18 o	0.00 A
240.0	-22.32 G	-5.36 в	-0.50 Q	0.00 A
	-36.39 G	-6.45 G	90079740700 WW 940 <del>-0</del>	
235.0	-54.10 G	-6.95 N	-0.10 S	0.00 A
230.0	-69.88 G	-7.24 н	-0.11 S	0.00 A
225.0	-88.93 G	 -9.13 в	-0.01 s	0.00 A
220.0			-0.20 s	0.00 A
215.0	-108.30 G	-8.68 B	-0.01 U	0.00 A
210.0	-127.61 G	-10.68 G	-0.21 s	0.00 A
	-149.94 G	-10.71 T		
205.0	-168.39 G	-10.38 B	-0.03 S	0.00 A
200.0			-0.18 S	0.00 A
193.3	-190.35 G	-10.86 B	-0.05 s	0.00 A
186.7	-211.94 G	-10.49 н	-0.16 s	0.00 A
	-233.59 G	-10.21 L		
180.0	-252.76 G	-10.06 F	-0.05 s	0.00 A
173.3	-272.02 G	-9.97 L	-0.10 s	0.00 A
166.7			-0.05 s	0.00 A
160.0	-289.64 G	-9.95 F	-0.09 s	0.00 A
153.3	-307.36 G	-9.98 D	-0.08 s	0.00 A
	-323.95 G	-10.09 J		
146.7	-340.71 G	-10.20 D	-0.08 S	0.00 A
140.0	-360.46 G	-11.38 J	-0.08 S	0.00 A
130.0			-0.10 s	0.00 A
120.0	-384.57 G	-11.54 D	-0.07 s	0.00 A
110.0	-407.57 G	-11.78 J	-0.08 s	0.00 A
	-430.66 G	-12.06 D		
100.0			-0.05 s	0.00 A

	453.00.0	12 42 -	420	6310
90.0	-453.08 G	-12.42 J	-0.07 s	0.00 A
80.0	-475.74 G	-12.83 D	-0.05 s	0.00 A
70.0	-498.19 G	-13.31 J	-0.05 s	0.00 A
60.0	-521.04 G	-13.82 D	-0.04 s	0.00 A
50.0	-543.77 G	-14.39 J	-0.05 s	0.00 A
40.0	-566.79 G	-14.98 D	-0.09 I	0.00 A
30.0	-590.00 G	-15.58 J	-0.08 A	0.00 A
20.0	-613.52 G	-16.18 D	-0.10 s	0.00 A
13.3	-640.36 G	-17.24 J	-1.65 C	0.00 T
0.0	-642.26 G	-22.62 J	0.00 A	0.00 A

# FORCE/RESISTANCE RATIO IN LEGS

MAST	LE	G COMPRE	SSION - FORCE/		LEG TENS	ION FORCE/
ELEV	MAX COMP	COMP RESIST	RESIST RATIO	MAX TENS	TENS RESIST	RESIST RATIO
255.00						
250.00	1.07	31.48	0.03	0.89	48.15	0.02
245.00	9.00	31.48	0.29	4.46	48.15	0.09
	22.32	31.48	0.71	17.58	48.15	0.37
240.00	36.39	110.98	0.33	29.80	135.90	0.22
235.00	54.10	110.98	0.49	45.32	135.90	0.33
230.00	69.88	110.98	0.63	60.33	135.90	0.44
225.00	88.93	110.98	0.80	76.35	135.90	0.56
220.00	108.30	175.98	0.62	95.05	198.45	0.48
215.00	127.61	175.98	0.73	111.40	198.45	0.56
210.00	149.94	175.98	0.85	132.22	198.45	0.67
205.00						
200.00	168.39	175.98	0.96	149.86	198.45	0.76
193.33	190.35	239.46	0.79	170.71	274.95	0.62
186.67	211.94	239.46	0.89	191.03	274.95	0.69
180.00	233.59	239.46	0.98	211.33	274.95	0.77
173.33	252.76	309.64	0.82	229.12	357.75	0.64
166.67	272.02	309.64	0.88	246.90	357.75	0.69
	289.64	309.64	0.94	263.03	357.75	0.74
160.00	307.36	358.08	0.86	279.19	378.00	0.74
153.33	323.95	358.08	0.90	294.20	378.00	0.78
146.67	340.71	358.08	0.95	309.32	378.00	0.82
140.00	360.46	507.33	0.71	326.87	457.90	0.71
130.00	384.57	507.33	0.76	348.03	457.90	0.76
120.00	407.57	507.33	0.80	368.09	457.90	
110.00						0.80
100.00	430.66	507.33	0.85	388.14	457.90	0.85
	453.08	507.33	0.89	407.45	576.00	0.71

90.00						426310
1000 - 010	475.74	507.33	0.94	426.86	576.00	0.74
80.00	498.19	668.86	0.74	445.79	724.50	0.62
70.00	521.04	668.86	0.78	464.85	724.50	0.64
60.00	543.77	621.06	0.88	483.74	656.10	0.74
50.00	566.79	621.06	0.91	502.87	656.10	0.77
30.00	590.00	818.52	0.72	521.87	865.80	0.60
20.00	613.52	818.52	0.75	540.86	865.80	0.62
	640.36	844.46	0.76	563.47	865.80	0.65
13.33	642.26	844.46	0.76	562.04	865.80	0.65
0.00						

# FORCE/RESISTANCE RATIO IN DIAGONALS

MAST	- DIA	G COMPRE	SSION - FORCE/		DIAG TEN	SION FORCE/
ELEV	MAX COMP	COMP RESIST	RESIST RATIO	MAX TENS	TENS RESIST	RESIST RATIO
255.00	1.85	7.16	0.26	1.87	7.16	0.26
250.00	5.03	7.16	0.70	5.00	7.16	0.70
245.00	5.36	7.16	0.75	5.27	7.16	0.74
240.00	6.45	10.74	0.60	6.10	10.74	0.57
235.00	6.95	10.74	0.65	7.07	10.74	0.66
230.00	7.24	10.74	0.67	7.08	10.74	0.66
225.00	9.13	10.74	0.85	9.11	10.74	0.85
220.00	8.68	13.03	0.67	8.64	13.03	0.66
215.00	10.68	13.03	0.82	10.53	13.03	0.81
210.00	10.71	13.03	0.82	10.72	13.03	0.82
205.00	10.38	13.03	0.80	10.33	13.03	0.79
200.00	10.86	13.00	0.84	10.85	13.00	0.83
193.33	10.49	13.00	0.81	10.45	13.00	0.80
186.67	10.21	13.00	0.79	10.19	13.00	0.78
180.00	10.06	13.34	0.75	10.02	13.34	0.75
173.33	9.97	13.34	0.75	9.95	13.34	0.75
166.67	9.95	13.34	0.75	9.92	13.34	0.74
160.00 -	9.98	10.34	0.97	9.96	10.34	0.96
153.33 -	10.09	10.34	0.98	10.05	10.34	0.97
146.67 -	10.20	10.34	0.99	10.19	10.34	0.99
140.00 -	11.38	15.01	0.76	11.32	15.01	0.75
130.00 -	11.54	15.01	0.77	11.50	15.01	0.77
120.00 -	11.78	12.53	0.94	11.72	12.53	0.94
110.00 -	12.06	12.53	0.96	12.02	12.53	0.96
100.00 -	12.42	15.77	0.79	12.37	15.77	0.78
90.00 -	12.83	15.77	0.81	12.79	15.77	0.81

						426310		
80.0		16.62	0.80	13.25	16.62	0.80		
70.0		16.62	0.83	13.77	16.62	0.83		
60.0	14.39	17.72	0.81	14.33	17.72	0.81		
50.0	0	17.72				0.84		
40.0	00	18.63						
30.0	0	18.63				0.87		
20.0	0							
13.3	3	35.60				0.48		
0.0	22.62	43.74	0.52	22.58	43.74	0.52		
MAXIM	NUM INDIVIDU	AL FOUNDA	TION LO	ADS: (ki	p)			
N	ORTH	LOAD EAST		NTS OWN	UPLIFT		TOTAL SHEAR	
6	66.11 G	56.88 K	671	.95 G	-587.49	М	66.11 G	
	IUM TOTAL LO			0.00 100 1000000	1916 COCCOON®1 - UKS			

TORSION	G	OVERTURNIN		DOWN	AL	HORIZONTA	
	TOTAL @ 0.0	EAST	NORTH		TOTAL 0.0	EAST (	NORTH
48.7 H	15995.1 G	15317.3 J	15995.1 G	273.1 h	110.5 S	-105.1	110.5 S

Latticed Tower Analysis (Unguyed) Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

on: 6 feb 2019 at: 14:14:54 Sabre Towers and Poles 

\*\*\*\*\*\*\*\*\*\*\*\*\* 

\_\_\_\_\_

LOADING CONDITION A ------

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

#### MAST LOADING

LOAD	<b>ELEV</b>	APPLYLOAL	DAT	LOAD	FORCES		MOME	NTS
TYPE	<b>c.</b>	RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	260.0	0.00	0.0	0.0	0.07	0.13	0.00	0.00
C	250.0	0.00	0.0	0.0	3.33	6.00	0.00	0.00
C	238.0	0.00	0.0	0.0	2.51	4.00	0.00	0.00
C	226.0	0.00	0.0	0.0	2.52	4.00	0.00	0.00
C	214.0	0.00	0.0	0.0	2.53	4.00	0.00	0.00

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

D 255.0 0.00 180.0 0.0 0.02 0.03 0.00 0.00 D 250.0 0.00 180.0 0.0 0.02 0.03 0.00 0.00 D 250.0 0.00 42.0 0.0 0.04 0.05 0.05 0.03 D 240.0 0.00 42.0 0.0 0.04 0.05 0.05 0.03 D 240.0 0.00 64.4 0.0 0.06 0.10 0.05 0.04 D 235.0 0.00 64.4 0.0 0.06 0.10 0.05 0.04 D 235.0 0.00 79.5 0.0 0.06 0.10 0.05 0.04 D 225.0 0.00 83.3 0.0 0.06 0.10 0.05 0.04 D 225.0 0.00 92.0 0.0 0.06 0.11 0.04 0.03 D 225.0 0.00 92.0 0.0 0.07 0.13 0.04 0.02 D 220.0 0.00 92.0 0.0 0.07 0.13 0.04 0.02 D 220.0 0.00 89.2 0.0 0.08 0.15 0.04 0.02 D 215.0 0.00 89.2 0.0 0.08 0.15 0.04 0.02 D 215.0 0.00 89.2 0.0 0.08 0.15 0.04 0.02 D 215.0 0.00 353.1 0.0 0.08 0.15 0.04 0.02 D 215.0 0.00 353.1 0.0 0.08 0.15 0.04 0.02 D 210.0 0.00 353.1 0.0 0.08 0.16 0.01 0.02 D 210.0 0.00 352.2 0.0 0.08 0.16 0.01 0.02 D 210.0 0.00 322.3 0.0 0.08 0.16 0.01 0.02 D 210.0 0.00 322.4 0.0 0.08 0.17 0.02 0.01 D 200.0 0.00 322.4 0.0 0.08 0.19 0.02 0.01 D 180.0 0.00 322.4 0.0 0.08 0.20 0.02 0.01 D 180.0 0.00 321.9 0.0 0.09 0.22 0.02 0.01 D 180.0 0.00 321.9 0.0 0.09 0.22 0.02 0.01 D 180.0 0.00 321.9 0.0 0.09 0.22 0.02 0.01 D 180.0 0.00 321.9 0.0 0.09 0.22 0.02 0.01
D 160.0 0.00 322.4 0.0 0.10 0.22 0.02 0.01 D 140.0 0.00 322.3 0.0 0.10 0.28 0.02 0.01 D 80.0 0.00 322.4 0.0 0.11 0.31 0.02 0.01 D 80.0 0.00 322.3 0.0 0.11 0.31 0.02 0.01 D 40.0 0.00 322.4 0.0 0.12 0.37 0.02 0.01 D 40.0 0.00 322.4 0.0 0.13 0.37 0.02 0.01 D 40.0 0.00 322.4 0.0 0.13 0.37 0.02 0.01 D 40.0 0.00 322.4 0.0 0.13 0.37 0.02 0.01 D 40.0 0.00 322.4 0.0 0.13 0.44 0.02 0.01 D 40.0 0.00 322.3 0.0 0.13 0.45 0.02 0.01
D 40.0 0.00 322.3 0.0 0.13 0.37 0.02 0.01
D 160.0 0.00 322.4 0.0 0.10 0.22 0.02 0.01 D 140.0 0.00 322.0 0.0 0.10 0.23 0.02 0.01

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	DEF	LECTIONS (f	t) DOWN	TILTS (	(DEG) EAST	TWIST DEG
13.3 0.0	0.002 G 0.000 A	0.002 J 0.000 A	0.001 E 0.000 A	0.018 G 0.000 A	0.017 J 0.000 A	0.001 H 0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

			42	6310
ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.26.6	0.65 G	0.41 A	0.00 A
250.0	0.26 G		0.07 G	0.00 A
245.0	0.08 A	1.72 B	0.11 I	0.00 A
240.0	4.59 A	1.79 B	0.21 K	0.00 A
235.0	8.26 A	2.01 A	0.07 A	0.00 A
230.0	12.95 A	2.47 H	0.04 A	0.00 A
225.0	17.92 A	2.39 в	0.03 A	0.00 A
220.0	22.50 A	3.13 в	0.08 A	0.00 A
215.0	28.77 A	2.96 B	0.02 C	0.00 A
210.0	33.49 A	3.58 в	0.09 A	0.00 A
	40.21 A	3.68 в	0.03 A	0.00 A
205.0	46.10 A	3.53 B		
200.0	53.00 A	3.73 н	0.08 A	0.00 A
193.3	59.71 A	3.58 в	0.03 A	0.00 A
186.7	66.38 A	3.51 F	0.07 A	0.00 A
180.0	72.21 A	3,44 F	0.03 A	0.00 A
173.3	78.00 A	3.43 F	0.04 A	0.00 A
166.7	83.25 A	3.42 L	0.03 A	0.00 A
160.0	88.49 A	3.44 J	0.04 A	0.00 A
153.3	93.34 A	3.46 J	0.04 A	0.00 A
146.7			0.03 A	0.00 A
140.0	98.21 A	3.52 J	0.04 A	0.00 A
130.0	103.80 A	3.90 D	0.04 A	0.00 A
120.0	110.46 A	3.97 D	0.03 A	0.00 A
110.0	116.75 A	4.04 〕	0.04 A	0.00 A
100.0	123.01 A	4.15 J	0.02 A	0.00 A
	120 OA A	4 27 D	vity or Continue Library	

4.27 D

4.42 D

4.57 J

4.75 D

4.94 J

5.14 J

5.35 J

5.55 J

5.90 D

7.77 D

0.03 A

0.02 A

0.02 A

0.02 A

0.02 A

0.03 C

0.02 G

0.05 A

0.44 I

0.00 A

0.00 н

0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

90.0

80.0

70.0

60.0

50.0

40.0

30.0

20.0

13.3

0.0

129.04 A

135.07 A

140.85 A

146.60 A

152.28 A

158.04 A

163.66 A

169.18 A

176.14 A

174.56 A

426310

=======				
ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.42.4	0.63.4	-0.42 G	0.00 A
250.0	-0.42 A	-0.63 A	-0.06 A	0.00 A
245.0	-4.35 G	-1.74 B	-0.04 C	0.00 A
240.0	-8.98 G	-1.88 B	-0.15 E	0.00 A
235.0	-14.30 G	-2.30 G	-0.02 G	0.00 A
230.0	-20.96 G	-2.36 B	-0.03 G	0.00 A
225.0	-26.55 G	-2.53 B	0.00 A	0.00 A
220.0	-33.88 G	-3.14 B	-0.06 G	0.00 A
215.0	-40.67 G	-2.99 В	0.00 A	0.00 A
210.0	-48.06 G	-3.69 G	-0.06 G	0.00 A
205.0	-56.07 G	-3.67 В	0.00 G	0.00 A
200.0	-62.56 G	-3.58 н	-0.05 G	0.00 A
193.3	-70.32 G	-3.74 в	-0.01 G	0.00 A
186.7	-77.99 G	-3.62 н	-0.05 G	0.00 A
180.0	-85.71 G	-3.52 L	-0.01 G	0.00 A
173.3	-92.58 G	-3.48 L	-0.03 G	0.00 A
166.7	-99.51 G	-3.45 L	-0.01 G	0.00 A
160.0	-105.88 G	-3.45 F	-0.03 G	0.00 A
	-112.29 G	-3.46 J	-0.03 G	0.00 A
153.3	-118.32 G	-3.50 J		
146.7	-124.41 G	-3.53 D	-0.02 G	0.00 A
140.0	-131.65 G	-3.95 J	-0.02 G	0.00 A
130.0	-140.55 G	-4.00 J	-0.03 G	0.00 A
120.0	-149.07 G	-4.10 D	-0.02 G	0.00 A
110.0	-157.66 G	-4.19 D	-0.02 G	0.00 A
100.0	-166.02 G	-4.32 J	-0.01 G	0.00 A
90.0	-174.46 G	-4.46 J	-0.02 G	0.00 A
80.0	-182.88 G	-4.62 D	-0.01 G	0.00 A
70.0	-191.50 G	-4.80 J	-0.02 G	0.00 A
60.0	-200.07 G	-4.99 J	-0.01 G	0.00 A
50.0	-208.74 G	-5.19 D	-0.02 G	0.00 A
40.0	-217.54 G	-5.39 J	-0.03 I	0.00 A
30.0	-226.53 G	-5.60 D	-0.03 A	0.00 A
20.0	-236.49 G	-5.96 J	-0.03 G	0.00 A
13.3	-238.07 G	-7.81 J	-0.60 C	0.00 I
0.0			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH EAST DOWN UPLIFT SHEAR 23.75 G 20.45 K 248.94 G -182.58 A 23.75 G

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

H	ORIZONTA	L	DOWN		-OVERTURNING	;	TORSION
NORTH	EAST @	TOTAL 0.0		NORTH	EAST	@ TOTAL @ 0.0	
38.1 G	36.2 J	38.1 G	87.7 E	5518.0 G	5284.8 J	5518.0 G	16.7 H

\_\_\_\_\_\_

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

Tower Description 255' S3TL Series HD1

Customer AT&T
Project Number 426310
Date 2/6/2019
Engineer REB

Λ.	-	-		-	-	-	-	
O١	/ei	61	L	_W	ы	u		Ξ

Overall Loads:			
Factored Moment (ft-kips)	15995.08		
Factored Axial (kips)	273.15		
Factored Shear (kips)	110.46		
Individual Leg Loads:		Tower eccentric from mat (ft)	= 2.25
Factored Uplift (kips)	587.00		
Factored Download (kips)	672.00	_	
Factored Shear (kips)	66.00		
Width of Tower (ft)	29	Allowable Bearing Pressure (ksf)	2.50
Ultimate Bearing Pressure	5.00	Safety Factor	2.00
Bearing Φs	0.75		
Bearing Design Strength (ksf)	3.75	Max. Factored Net Bearing Pressure (ksf)	3.60
Water Table Below Grade (ft)	999		
Width of Mat (ft)	38.5	Minimum Mat Width (ft)	35.67
Thickness of Mat (ft)	1.75		
Depth to Bottom of Slab (ft)	6.5		
Bolt Circle Diameter (in)	18		
Top of Concrete to Top			
of Bottom Threads (in)	72.625		
Diameter of Pier (ft)	4	Minimum Pier Diameter (ft)	2.83
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.54
Ht. of Pier Below Ground (ft)	4.75		
Quantity of Bars in Mat	66		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in <sup>2</sup> )	83.61		
Spacing of Bars in Mat (in)	7.00	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	20	,	
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	9		
Area of Bars in Pier (in <sup>2</sup> )	15.71	Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	9.05
Spacing of Bars in Pier (in)	6.26	Recommended Spacing (in)	5 to 12
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)	103.40		
	100.40		

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

Two-	-Wav	Shear:
I AA O.	- 44 CI A	Jileai.

Average d (in)	16.73	
φν <sub>c</sub> (ksi)	0.228	v <sub>u</sub> (ksi)
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342	
$\phi V_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.302	
$\phi V_c = \phi 4 f'_c^{1/2}$	0.228	
Shear perimeter, bo (in)	203.36	
$eta_{ extsf{c}}$	1	
Cashillan		

## Stability:

Overturning Design Strength (ft-k) One-Way Shear:	21500.3	Factored Overturning Moment (ft-k)	16768.3
	004.4	V (kina)	700 4
φV <sub>c</sub> (kips)	881.4	V <sub>u</sub> (kips)	708.4
Pier Design:			
Design Tensile Strength (kips)	848.2	Tu (kips)	587.0
φV <sub>n</sub> (kips)	159.3	V <sub>u</sub> (kips)	66.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_wd$	73.8		
V <sub>s</sub> (kips)	100.5	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	494.6
Maximum Spacing (in)	9.76	(Only if Shear Ties are Required)	
Actual Hook Development (in)	15.46	Req'd Hook Development I <sub>dh</sub> (in)	11.21
		*** Ref. ACI 11.5.5 & 11.5.6.3	
Amehou Bolk Bull Out			

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

Allohol Bolt I all Out.			
$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	272.8	P <sub>u</sub> (kips)	587.0
Pier Rebar Development Length (in)	58.63	Required Length of Development (in)	30.95
Flexure in Slab:			
φM <sub>n</sub> (ft-kips)	5760.3	M <sub>u</sub> (ft-kips)	5758.4

φM <sub>n</sub> (ft-kips)	5760.3
a (in)	2.84
Steel Ratio	0.01082
$\beta_1$	0.825
Maximum Steel Ratio (ρ <sub>t</sub> )	0.0197
Minimum Steel Ratio	0.0018
Rebar Development in Pad (in)	121.81

Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	121.81	Required Development in Pad (in)	19.06

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

0.217

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

Tower Description 255' S3TL Series HD1
Customer Name AT&T
Job Number 426310
Date 2/6/2019
Engineer REB

Factored Uplift (kips)	587		
Factored Download (kips)	672		
Factored Shear (kips)	66		
Ultimate Bearing Pressure	9		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	6.75		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	18		
Top of Concrete to Top	7.3.43.42		
of Bottom Threads (in)	72.625		
Pier Diameter (ft)	7	Minimum Pier Diameter (ft)	2.83
Ht. Above Ground (ft)	0.5	` '	
Pier Length Below Ground (ft)	65		
Quantity of Bars	36		
Bar Diameter (in)	Minus Milander		
Tie Bar Diameter (in)	0.625		
Spacing of Ties (in)	12		
Area of Bars (in <sup>2</sup> )	28.27	Minimum Area of Steel (in <sup>2</sup> )	27.71
Spacing of Bars (in)	6.61		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Os	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd <sup>3</sup> )	93.36		
Skin Friction Factor for Uplift		Length to Ignore Download (ft)	
Ignore Bottom Length in Download?		0	
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
100	0.50	0.50	0.11
	0.00	0.00	0
The second secon	0.00	0.00	0
manufacture of the control of the co	0.00	0.00	0
	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
	0.00	0.00	0
	0.00	0.00	0
0	0.00	0.00	0

#### Download:

Factored Net Weight of Concrete (kips)	123.5
Bearing Design Strength (kips)	259.8
Skin Friction Design Strength (kips)	536.0
Download Design Strength (kips)	795.8

<b>Factored</b>	Net	Down	load	(kins)
actorea	1401	COTT	i U a a	(1/10/3)

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

Nominal Skin Friction (kips)	714.7		
Wc, Weight of Concrete (kips)	378.1		
W <sub>R</sub> , Soil Resistance (kips)	13495.2		
ΦsWr+0.9Wc (kips)	10461.7		
Uplift Design Strength (kips)	876.3	Factored Uplift (kips)	587.0
Pier Design:			
Design Tensile Strength (kips)	1526.8	Tu (kips)	587.0
φV <sub>n</sub> (kips)	507.4	V <sub>u</sub> (kips)	66.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_w d \text{ (kips)}$	507.4		
V <sub>s</sub> (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d (kips)$	1514.7

(Only if Shear Ties are Required)
\*\*\* Ref. ACI 11.5.5 & 11.5.6.3 Maximum Spacing (in) 8.71

**Anchor Bolt Pull-Out:** 

$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	834.6	P <sub>u</sub> (kips)	587.0
Rebar Development Length (in)	40.75	Required Length of Development (in)	N/A

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

Navigation Reports

PSC Home

# **KY Public Service Commission**

# Master Utility Search

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

 Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

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

• Active • Search

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	С	San Francisco	CA
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	ΝJ
View	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	NJ
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	ОН
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4111511111	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4111)/(11)	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	10	Santa Barbara	CA
View	4111050	BlueBird Communications, LLC	Cellular	С	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	Α	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI

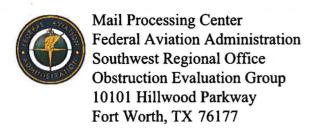
		Utility Master Information - Search				
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	Α	Basking Ridge	נא
View	4106600	Cintex Wireless, LLC	Celtular	D	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Cellular	Α	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	В	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	D	San Antonio	TX
View	10640	Cumberland Cellular Partnership	Cellular	Α	Elizabethtown	KY
View	4111200	Dynalink Communications, Inc.	Cellular	С	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
View	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	Α	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	נא
View	4103100	i-Wireless, LLC	Cellular	Α	Newport	KY
View	4111971111	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	Ι
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	LUDAL	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4111250	Liberty Mobile Wireless, LLC	Cellular	С	Sunny Isles Beach	
View	4111400	Locus Telecommunications, LLC	Cellular	С	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular	Α	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ

		Othicy Master Information - Search				
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	Α	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	Α	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Irving	TX
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	ОН
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	Α	Covington	GA
View	4111350	Q LINK MOBILE LLC	Cellular	С	Dania Beach	FL
View	4106700	Q Link Wireless, LLC	Cellular	В	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular	С	Culver City	CA
View	4106200	Rural Cellular Corporation	Cellular		Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	Α	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4111450	Spectrum Mobile, LLC	Cellular	С	St. Louis	МО
View	4200100	Sprint Spectrum, L.P.	Cellular	Α	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	Α	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	Α	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carroliton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
	4108900	Telrite Corporation	Cellular	D	Covington	GA
View			C !! !	<u></u>	A.U L.	CA
	4108450	Tempo Telecom, LLC	Cellular	U	Atlanta	GA
View	4108450 4109950	Tempo Telecom, LLC The People's Operator USA, LLC			New York	NY

# Utility Master Information - Search

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

# EXHIBIT E FAA



Issued Date: 03/04/2019

Robert P. Walters (AJP) AT&T Mobility Services LLC 208 S. Akard St., 1012.06 Dallas, TX 75202

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

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

Structure:

Antenna Tower Elkhorn Road FN

Location:

Knifley, KY

Latitude:

37-12-35.49N NAD 83

Longitude:

85-10-49.52W

Heights:

951 feet site elevation (SE)

270 feet above ground level (AGL)

1221 feet above mean sea level (AMSL)

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

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

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

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

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

This determination expires on 09/04/2020 unless:

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

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-706-OE.

Signature Control No: 394780516-398672753

(DNE)

Angelique Eersteling Technician

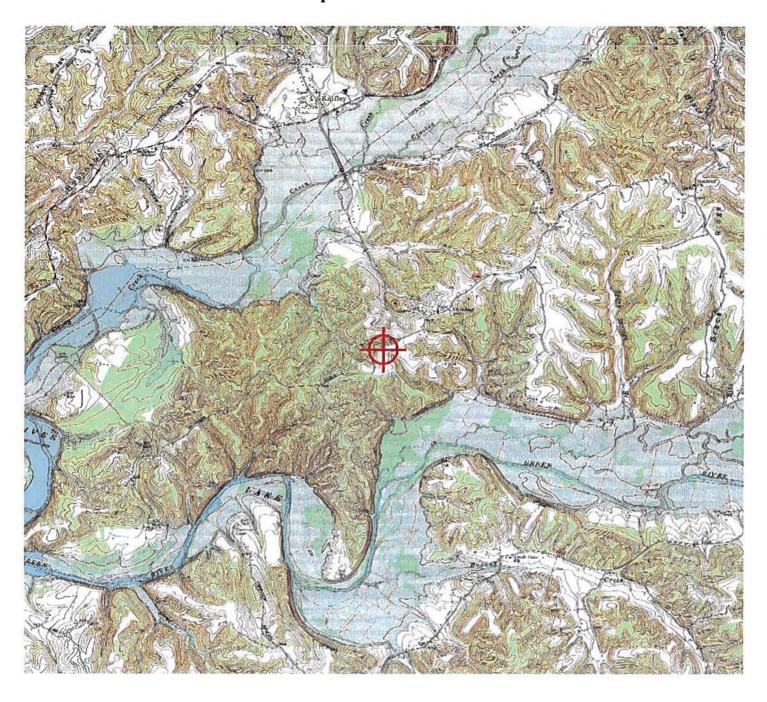
Attachment(s) Frequency Data Map(s)

cc: FCC

# Frequency Data for ASN 2019-ASO-706-OE

FREQUENCY         FREQUENCY         UNIT         ERP         UNIT           6         7         GHz         55         dBW           6         7         GHz         42         dBW           10         11.7         GHz         55         dBW           10         11.7         GHz         42         dBW           17.7         19.7         GHz         55         dBW           17.7         19.7         GHz         42         dBW           21.2         23.6         GHz         55         dBW           21.2         23.6         GHz         42         dBW           614         698         MHz         1000         W           614         698         MHz         1000         W           698         806         MHz         1000         W           806         901         MHz         500         W           806         824         MHz         500         W           851         866         MHz         500         W           869         894         MHz         500         W           896         901         MH	LOW	HIGH	FREQUENCY		ERP
6 7 GHz 42 dBW 10 11.7 GHz 55 dBW 10 11.7 GHz 42 dBW 11.7 GHz 42 dBW 11.7 19.7 GHz 55 dBW 11.7 19.7 GHz 42 dBW 11.7 19.7 GHz 42 dBW 11.7 19.7 GHz 42 dBW 11.2 23.6 GHz 55 dBW 11.2 23.6 GHz 42 dBW 11.2 23.6 GHz 42 dBW 11.2 23.6 GHz 42 dBW 11.4 698 MHz 1000 W 11.4 698 MHz 1000 W 11.4 698 MHz 2000 W 11.4 698 MHz 2000 W 11.4 698 MHz 500 W 11.5 S00 W 11.5	FREQUENCY	<b>FREQUENCY</b>	UNIT	ERP	UNIT
6 7 GHz 42 dBW 10 11.7 GHz 55 dBW 10 11.7 GHz 42 dBW 11.7 GHz 42 dBW 11.7 19.7 GHz 55 dBW 11.7 19.7 GHz 42 dBW 11.7 19.7 GHz 42 dBW 11.7 19.7 GHz 42 dBW 11.2 23.6 GHz 55 dBW 11.2 23.6 GHz 42 dBW 11.2 23.6 GHz 42 dBW 11.2 23.6 GHz 42 dBW 11.4 698 MHz 1000 W 11.4 698 MHz 1000 W 11.4 698 MHz 2000 W 11.4 698 MHz 2000 W 11.4 698 MHz 500 W 11.5 S00 W 11.5				•	
10       11.7       GHz       55       dBW         10       11.7       GHz       42       dBW         17.7       19.7       GHz       55       dBW         17.7       19.7       GHz       42       dBW         21.2       23.6       GHz       55       dBW         21.2       23.6       GHz       42       dBW         614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         931       932       MHz       3500       W					
10       11.7       GHz       42       dBW         17.7       19.7       GHz       55       dBW         17.7       19.7       GHz       42       dBW         21.2       23.6       GHz       55       dBW         21.2       23.6       GHz       42       dBW         614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         851       866       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW					
17.7       19.7       GHz       55       dBW         17.7       19.7       GHz       42       dBW         21.2       23.6       GHz       55       dBW         21.2       23.6       GHz       42       dBW         614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         935       940       MHz       1000       W					
17.7       19.7       GHz       42       dBW         21.2       23.6       GHz       55       dBW         21.2       23.6       GHz       42       dBW         614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W    <					
21.2       23.6       GHz       55       dBW         21.2       23.6       GHz       42       dBW         614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W					
21.2       23.6       GHz       42       dBW         614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W					
614       698       MHz       1000       W         614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W					
614       698       MHz       2000       W         698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W					
698       806       MHz       1000       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W					
806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W					
806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W		806	MHz		
824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	806	901	MHz		W
851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	806	824	MHz	500	W
869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	824	849	MHz	500	W
896       901       MHz       500       W         901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	851	866	MHz	500	W
901       902       MHz       7       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	869	894	MHz	500	W
929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	896	901	MHz	500	W
930       931       MHz       3500       W         931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	901	902	MHz	7	W
931       932       MHz       3500       W         932       932.5       MHz       17       dBW         935       940       MHz       1000       W         940       941       MHz       3500       W	929	932	MHz	3500	W
932 932.5 MHz 17 dBW 935 940 MHz 1000 W 940 941 MHz 3500 W	930	931	MHz	3500	W
935 940 MHz 1000 W 940 941 MHz 3500 W	931	932	MHz	3500	W
940 941 MHz 3500 W	932	932.5	MHz	17	dBW
	935	940	MHz	1000	W
1670 1675 MHz 500 W	940	941	MHz	3500	W
	1670	1675	MHz	500	W
1710 1755 MHz 500 W	1710	1755	MHz	500	W
1850 1910 MHz 1640 W	1850	1910	MHz	1640	W
1850 1990 MHz 1640 W	1850	1990	MHz	1640	W
1930 1990 MHz 1640 W	1930	1990	MHz	1640	W
1990 2025 MHz 500 W	1990	2025	MHz	500	W
2110 2200 MHz 500 W	2110	2200	MHz	500	W
2305 2360 MHz 2000 W	2305	2360	MHz	2000	W
2305 2310 MHz 2000 W	2305	2310	MHz	2000	W
2345 2360 MHz 2000 W	2345	2360	MHz	2000	W
2496 2690 MHz 500 W	2496	2690	MHz	500	W

# TOPO Map for ASN 2019-ASO-706-OE



# EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



# **KENTUCKY TRANSPORTATION CABINET**

TC 55-2 Rev. 05/2017 Page 2 of 2

# **KENTUCKY AIRPORT ZONING COMMISSION**

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

		Inne					
APPLICANT (name)	PHONE	FAX	KY AERONAU	TICAL STUDY #			
John Monday	855-699-7073	972-907-1131					
ADDRESS (street)	CITY		STATE	ZIP			
3300 E. Renner Road, B3132	Richardson	29	TX	75082			
APPLICANT'S REPRESENTATIVE (name		FAX					
Julie Kupperman	561-460-2361	N/A					
ADDRESS (street)	CITY		STATE	ZIP			
1975 Joe B. Jackson Pkwy.	Murfreesboro		TN	37127			
APPLICATION FOR New Constru	uction Alteration	Existing	<b>WORK SCHED</b>	ULE			
<b>DURATION</b> Permanent Te	mporary (months	days )	Start Er	nd			
TYPE Crane Building	MARKING/PAINTI	NG/LIGHTING PREFE	RRED				
Antenna Tower				White- high intensity			
Power Line Water Tank				& high intensity white			
Landfill Other	Other			or men			
LATITUDE	LONGITUDE		DATUM 🖂	NAD83 NAD27			
37°12′35.5″	85°10′49.6″		Other	TANDOS INADE?			
NEAREST KENTUCKY	10-12-11 13-13-10 00-13-10-10	V DURLIC LISE OR M		DT			
City Knifley County Adair	Westlake Regional		ILITAKI AIKEO	IV I			
SITE ELEVATION (AMSL, feet)		HEIGHT (AGL, feet)	CURRENT /EA	A garangutical study #\			
, , ,	270	HEIGHT (AGL, Jeel)		TARY AIRPORT  URRENT (FAA aeronautical study #) 019-ASO-706-OE  REVIOUS (FAA aeronautical study #) /A  REVIOUS (KY aeronautical study #)			
951		f4\	+				
10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0							
1221 N/A							
3.71 N/A DIRECTION (from nearest Kentucky public use or Military airport to structure)							
	ıblic use or Military aiı	rport to structure)					
Northeast			<u> </u>				
DESCRIPTION OF LOCATION (Attach L	JSGS 7.5 minute quadi	rangle map or an air <sub>l</sub>	oort layout drav	ving with the precise site			
marked and any certified survey.)							
1A and Quad Attached							
DESCRIPTION OF PROPOSAL							
AT&T Proposed to construct a 255' ce	ll tower with a 15' ligh	tning rod for an over	all height of 27	'0'			
FAA Form 7460-1 (Has the "Notice of	Construction or Altera	tion" been filed with	the Federal Avi	iation Administration?)			
No ☐ Yes, when?							
CERTIFICATION (I hereby certify that a	ıll the above entries, n	nade by me, are true,	complete, and	correct to the best of			
my knowledge and belief.)			. ••				
PENALITIES (Persons failing to comply	with KRS 183.861 to 1	183.990 and 602 KAR	050 are liable	for fines and/or			
imprisonment as set forth in KRS 183.5							
NAME TITLE	SIGNATURE		DATE	•			
Michelle Ward Sr. Real Estate	- 0	was O'	4/1/19				
			1,7,4,00				
COMMISSION ACTION	Chairpersor						
	Administrat	or, KAZC					
Approved SIGNATURE			DATE				
Disapproved		<u></u>		=			

# EXHIBIT G GEOTECHNICAL REPORT



January 17, 2019

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

Subject: Geotechnical Investigation

Site Name: ELKHORN ROAD FN (14365235)

Site Address: 3575 Elkhorn Road, Knifley, KY 42753, Adair County

Coordinates: N37° 12′ 35.49″, W85° 10′ 49.52″

POD Project No. 18-28215

### Dear Ms. Ward:

Power of Design (POD) was authorized in January 2019 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated June 5, 2018. The Property is located in a pasture/crop area south of Tucker Woods Road. The Property includes a proposed 100-foot by 100-foot lease area located in a pasture/crop area and a proposed approximate 82-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a southern direction off Tucker Woods Road to the proposed lease area.

Due to extremely wet soil conditions, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, access road improvements would be necessary.

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

Cordially,

Mark Patterson, P.E. Project Engineer

License No.: KY 16300



# **Preliminary Geotechnical Investigation**

Site Name: ELKHORN ROAD FN

(14365235)

Site Address: 3575 Elkhorn Road

Knifley, KY 42753 Adair County

**Coordinates:** N37° 12′ 35.49″

W85° 10′ 49.52″

**POD Project No.** 18-28215



# **SUBMITTED TO:**

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

# PREPARED BY:

Power of Design 11490 Bluegrass Parkway Louisville, KY 40299



January 17, 2019

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

Re: Subject: Preliminary Geotechnical Investigation

Site Name: ELKHORN ROAD FN (14365235)

Site Address: 3575 Elkhorn Road

Knifley, KY 42753

Adair County

Coordinates: N37° 12′ 35.49″, W85° 10′ 49.52″

POD Project No. 18-28215

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Preliminary Geotechnical Investigation for the proposed project. Our services were provided as authorized electronically on January 11, 2019.

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

# **Purpose and Scope of Work**

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

# **Project Information**

POD provided a survey dated 6/5/18 of the Property. The Property is located in a pasture/agricultural crop area south of Tucker Woods Road. We understand that plans call for a new 255-foot tall monopole tower with 15' lightning arrestor on the site, approximately as shown on Figure 1.



# **Estimated Site and Subsurface Conditions**

The topography leading up to the proposed compound is a gradual slope. The elevation at the proposed tower location is about 951 feet AMSL.

The soil survey shows the Frankstown gravelly silt loam (FkB) and Frankstown gravelly silt loam (FkC2) soil types for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a gravelly silty clay loam to a depth of approximately 3.5 feet, with rock being at approximately 3.5-4 feet.

### Recommendations

Based on the anticipated shallow rock, the tower will likely be supported on a mat foundation system. Groundwater should not likely be encountered in the foundation excavation. Assuming soild rock at the tower foundation bearing level, a nominal bearing pressure of about 80 kips per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

Mark Patterson, P.E. Project Engineer

Max Patter

License No.: KY 16300

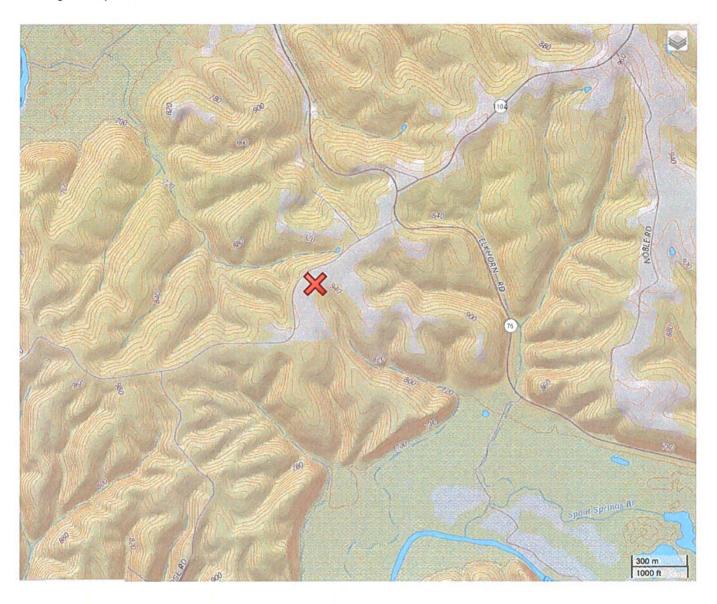
Appendix A Figure 1 - Topographic Map and Site Survey

Appendix B Soil Survey and Soil Descriptions



# **APPENDIX A**

**Topographic Map and Site Survey** 



Source: U.S. Geological Survey, 20160322, USGS US Topo 7.5-minute map for Knifley, KY 2016: USGS - National Geospatial Technical Operations Center (NGTOC).





Site Name: ELKHORN ROAD FN

(14365235)

Site Address: 3575 Elkhorn Road

Knifley, KY 42753

**Adair County** 

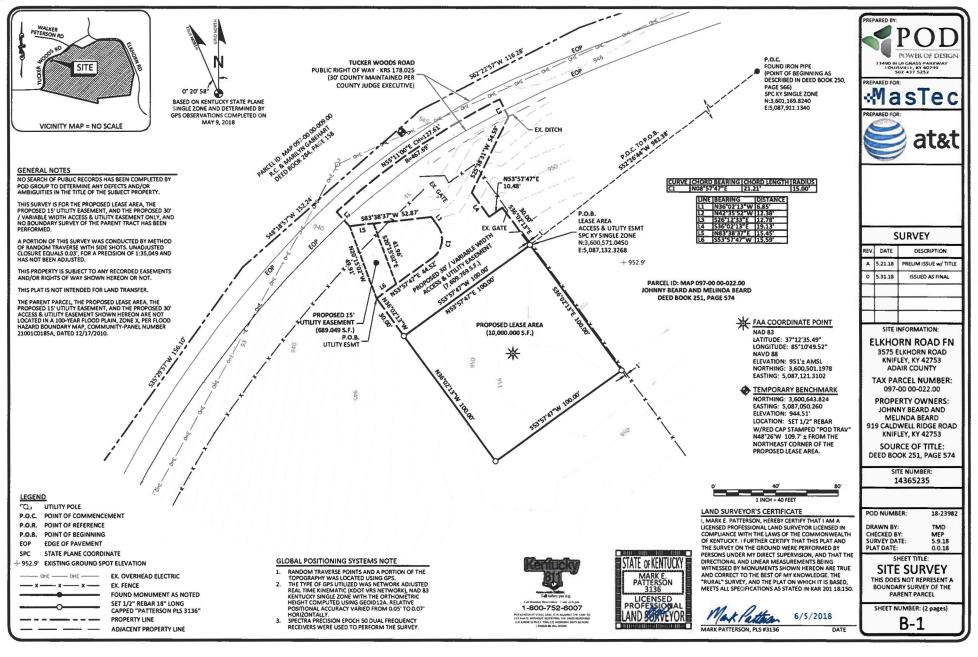
**Coordinates:** N37° 12′ 35.49″

W83° 10' 49.52"

Figure 1:

Site Location Plan

#### DocuSign Envelope ID: A22281A2-90A3-4B27-A7FE-F94D9A2D3F2F



DocuSign Envelope ID: A22281A2-90A3-4B27-A7FE-F94D9A2D3F2F

#### **LEGAL DESCRIPTIONS**

#### PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS DESCRIBED IN DEED BOOK 251, PAGE 574 OF RECORD IN THE ADAIR COUNTY, KY CLERKS OFFICE, PARCEL ID: MAP 097-00 00-022.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MAY 19, 2018.

COMMENCING AT A FOUND IRON PIPE IAT A COMMON CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE COMMENCING AT A FOUND IRON PIPE IAT A COMMON CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE EXCLUSION OF 41.94 ACRES DESCRIBED DEED BOOK 25.9, PAGE 574, SAID COMMENCEMENT POINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 25.9, PAGE 566, SAID COMMENCEMENT POINT ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N.3,601,169.8240, AND E.5,087,321,31.1340; THERCE LEAVINGS ADDI PROP PIES 52.726/47W 98.238\* STETLY "27.8 REBAR WITH DESTABLED" DESTABLED "PATTERSON PLS 31.36", HEREAFTER REFERRED TO AS A "SET IPC, IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N.3,605,571.0450, AND E.5,087,132.3268; THENCE 507.312\*\*E 10.0.00 TO A SET IPC, THENCE 535\*7247\*W 100.00 TO TO A SET IPC, THENCE 535\*7247\*W 100.00 TO TO TO TO TO SET IPC. FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MAY 9, 2018.

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

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS DESCRIBED IN DEED BOOK 251, PAGE 574 OF RECORD IN THE ADAIR COUNTY, KY CLERKS OFFICE, PARCEL ID: MAP 097-00 00-022.00. WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2018.

COMMENCING AT A FOUND INO MIP IN THE CALL MINIOR CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE EXCLUSION OF 4.1.94 ACRES DESCRIBED DEED BOOK 25.1, PAGE 57.4, SAID COMMENCEMENT POINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 25.5, PAGE 56.2, SAID COMMENCEMENT FOINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 25.5, PAGE 56.2, SAID COMMENCEMENT FOINT ALSO HAVING A KENTUCKY SINGLE ZONE STEP LANK COORDINATE VALUE OF N.3, 60.1,65.8, 24.0, AND E.S. 08.7, 91.1,1340. THERCE LEAVING SAID IRON PIPE, 552.76/44.1,98.2,36.3, SET 1,72. REBAR WITH CAP STAMPED "PATTERSON PLS 3136". HEREAFTER REFERRED TO A 1.4 "SET INC. IN THE NORTH-LAST CORNER OF THE PROPOSED LEASE REAR AND BEING THE PROPOSED BEGINNING ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N.3, 60.0, 571.03.50, AND E.S. 087, 132.3,268; THENCE ALONG THE NORTH LINE OF THE PROPOSED LEASE AREA. SESTSTAT" UD.00, OT OA 5.5 THE PROPOSED LEASE AREA. SESTSTAT" UD.00, OT OA 5.5 THE PROPOSED LEASE AREA. SESTSTATE VIEW DOWN OF THE PROPOSED LEASE AREA. SESTSTATE VIEW DOWN OF THE PROPOSED LEASE AREA. OF THE PROPOSED LEASE AREA. SESTSTATE VIEW DOWN OF THE PROPOSED LEASE AREA. SESTSTATE VIEW OF THE PROPOSED LEASE AREA. SESTSTATE VIEW OF THE PROPOSED LEASE AREA. CURVE TO THE LEFT HAVING A RADIUS OF 15.00°, NOSTSTATE 21.1", THENCE NOSTOSTATE SESTSTATE VIEW OF THE PROPOSED LEASE AREA. SESTSTATE VIEW OF

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 15' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS DESCRIBED IN DEED BOOK 251, PAGE 574 OF RECORD IN THE ADAIR COUNTY, KY CLERKS OFFICE, PARCEL ID: MAP 097-00 00-022.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2018.

COMMENCING AT A FOUND IRON PIPE IAT A COMMON CORNER OF THE PROPERTY CONVEYED TO JOHNNY BEARD AND MELINDA BEARD AS ESTABLISHED BY THE EXCLUSION OF 41.94 ACRES DESCRIBED IN DEED BOOK 251, PAGE 574, SAID COMMENCEMENT POINT BEING THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 250, PAGE 566, SAID COMMENCEMENT POINT ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF 01.3601,169.8240, AND E:5,087,911.1340; THENCE LEAVING SAID IRON PIPE, 552'26'44"W 982.38" A SET 1/2" REBAR WITH CAP STAMPED "PATTERON PLS 3136". HEREAFTER FERRENCE TO AS A "SET 1PG, IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA ALSO HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF H:5,000,571,0450, AND E:5,087,132.3268; THENCE ALONG THE NORTH LINE OF THE PROPOSED LEASE AREA ALSO HAVING SAID WORTH LUNE, DISCOVERY STAMP AND ASSET IPC; THENCE ESCRIBED AND ASSET IPC; THENCE ASSET ASSET IN ASSET IPC ASSET IN ASSET IN ASSET IPC ASSET IN ASSET IPC. THE ASSET IN ASSET IPC ASSET IN ASSET IPC. THE ASSET IN ASSET IPC. T

### PARENT PARCEL LEGAL DESCRIPTION - DEED BOOK 251, PAGE 574 (NOT FIELD SURVEYED)

BEGINNING AT A LARGE WHITE OAK TREE, ORIGINAL CORNER TO THE W.P. DUNBAR SURVEY; THENCE S 82 E 48.84 POLES TO A WHITE OAK AND BEECH, CALLED FOR, NOW A HICKORY; THENCE NO E 53.99 POLES TO A STOKE JUST NORTH OF THE COUNTY ROAD; THENCE IN 86.3/4 E 98.9 POLES TO A STAKE ON THE WEST SIDE OF THE COLD NEATSULLE AND KNIFLEY PIKE; THENCE WHITH THE METHORES OF SAID OLD ROADS USED AS FOLLOWS:

5 77-1/4 E 12.4 POLES; 5 1-L/L W 3 POLES; 5 50-3/4 W 14 POLES; 5 87-3/4 W 18.25 POLES; 5 28-3/4 W 4 POLES; 5 24-3/4 POLES; 5 18 E 18.2 POLES; N 14-1/4 E 23.32 POLES, 3 80-3/4 E 14 POLES; 5 16 E 13.4 POLES; N 14-1/4 E 18.16 POLES; 5 11.4 POLES; 5 12 E 32.44 POLES; 5 16 E 13.4 POLES; THE CENTER OF KENTUCKY HIGHWAY NO. 76, CORNER OF THE U.S. GOVERNMENT SURVEY WITH SAID U.S. GOVERNMENT SURVEY AS FOLLOWS: S 17 DEGREES 33' W 181.9 FT.; S 7-1/4 W 74.8 FT.; S 7 DEGREES - 32' W 204.3 FEET; S 7 DEGREES - 13' W 413.8 FT.; S 82 DEGREES W 344.2 FT.; S 82 DEGREES - 13' W 149.6 FT; S 83 DEGREES 12 W 172.2 FT. \$ 83 DEGREES 27 W 505.0 FT. \$84 DEGREES -21 W 175.2 FT., THENCE \$ 12-3/4 POLES TO A POINT WHERE A SUGAR TREE AND HORN BRANCH ARE CALLED FOR FROM THE ORIGINAL DUNBAR SURVEY. THENCE WITH \$40 DUNBAR SURVEY AS FOLLOWS: N 75 W 182.35 POLES TO A STAKE CALLED FOR, N 3-3/4 E 125.13 POLES TO THE BEGINNING, CONTAINING 255.45 ACRES, MORE OR LESS.

THERE IS EXCLUDED FROM THE ABOVE DESCRIBED PROPERTY AND NOT CONVEYED HEREIN A TRACT OF LAND SOLD BY SIDNEY DUNBAR TO BRIAN WALKER AND BARBARA PETERSON, HUSBAND AND WIFE, BY DEED DATED DECEMBER 22, 1992, AND RECORDED IN DEED BOOK 250, PAGE 566, WHICH CONTAINS 41.94 ACRES.

#### TITLE OF COMMITMENT

THE SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, RECUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE SOLUTIONS, FOR THE BENEFIT OF ATTS TMOBILITY, FILE NO. 59212-KY1801-5030, FA 1335-233, EFFECTIVE DATE OF FEBRUARY 7, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID

#### SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.

TAX ID: 097-00 00-022.00 PERIOD: 2017 PAYMENT STATUS: PAID TAX AMOUNT: \$1,113.67 (NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

- 2. MORTGAGES RETURNED HEREIN, (NONE WITHIN PERIOD SEARCHED.)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH 3. HEREIN, (POD GROUP, LIC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

#### (JUDGMENTS, LIENS AND UCC)

5. (NONE WITHIN PERIOD SEARCHED.)

#### (COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

#### (EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

«MasTec at&t

POWER OF DESIGN 11490 BLUF GRASS PARKWA TOUISVILLE, KY 40299 502 437 5252

REPARED BY

SURVEY

A 5.21.18 PRELIM ISSUE W/	_
	TITLE
0 5.31.18 ISSUED AS FIN	AL
3.31.16 ISSOLD AS FIRE	

### SITE INFORMATION

#### **ELKHORN ROAD FN** 3575 ELKHORN ROAD KNIFLEY, KY 42753 ADAIR COUNTY

TAX PARCEL NUMBER: 097-00 00-022.00

PROPERTY OWNERS: JOHNNY BEARD AND MELINDA BEARD 919 CALDWELL RIDGE ROAD KNIFLEY, KY 42753

SOURCE OF TITLE: DEED BOOK 251, PAGE 574

> SITE NUMBER 14365235

POD NUMBER:

DRAWN BY CHECKED BY: SURVEY DATE: PLAT DATE:

TMD MEP 5.9.18 0.0.18

18-23982

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

PARENT PARCEL SHEET NUMBER: (2 pages)

B-1.1



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

MFFTS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Max Patter MARK PATTERSON, PLS #3136

LAND SURVEYOR'S CERTIFICATE

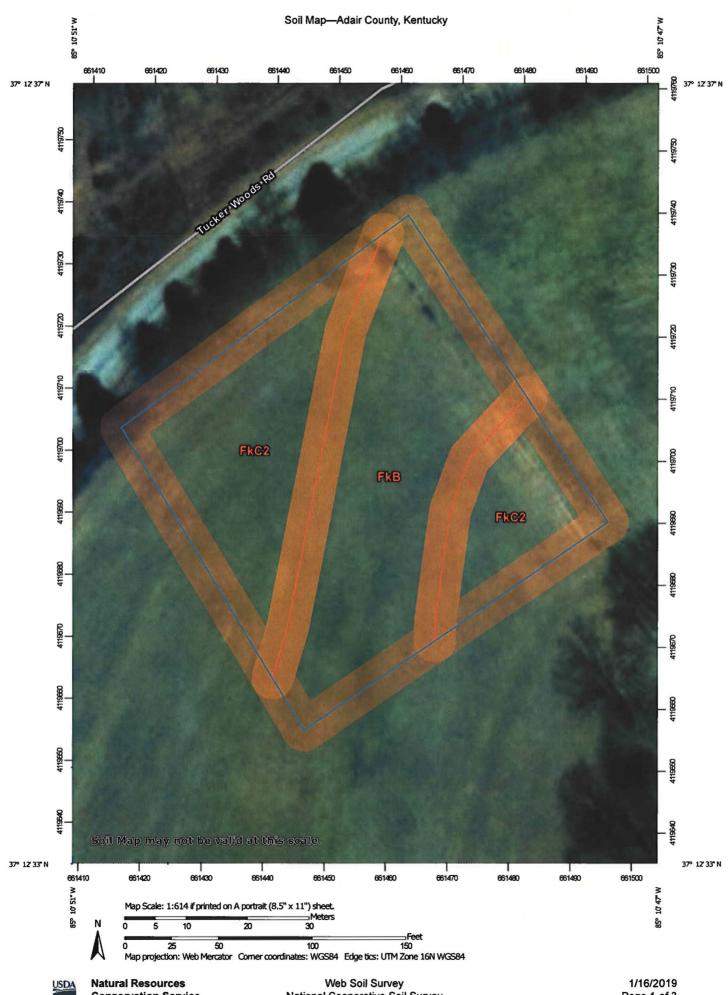
DATE

6/5/2018



# **APPENDIX B**

**Soil Survey and Soil Descriptions** 



### MAP LEGEND

8

Λ

**Water Features** 

**Transportation** 

+++

**Background** 

Spoil Area

Stony Spot

Wet Spot

Other

Rails

**US Routes** 

Major Roads

Local Roads

Aerial Photography

Very Stony Spot

Special Line Features

Streams and Canals

Interstate Highways

### Area of Interest (AOI)

Area of Interest (AOI)

### Soils

Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

### **Special Point Features**

Blowout

Borrow Pit

Clay Spot

Gravel Pit

Gravelly Spot

🙆 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 1:12,000.

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: Adair County, Kentucky
Survey Area Data: Version 16, Sep 11, 2018

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

Date(s) aerial images were photographed: Mar 14, 2015—Sep 11, 2016

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
FkB	Frankstown gravelly silt loam, 2 to 6 percent slopes	0.4	49.3%
FkC2	Frankstown gravelly silt loam, 6 to 12 percent slopes, eroded	0.4	50.7%
Totals for Area of Interest		0.8	100.0%

# **Map Unit Description**

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

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

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

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

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

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

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

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

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

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

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

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

# Report—Map Unit Description

# Adair County, Kentucky

# FkB—Frankstown gravelly silt loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: 1qg3c Elevation: 700 to 1,110 feet

Mean annual precipitation: 42 to 58 inches
Mean annual air temperature: 46 to 68 degrees F

Frost-free period: 180 to 224 days

Farmland classification: All areas are prime farmland

# **Map Unit Composition**

Frankstown and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

# **Description of Frankstown**

# Setting

Landform: Ridges

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

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

Parent material: Fine-loamy residuum weathered from sedimentary

rock

# **Typical profile**

H1 - 0 to 9 inches: gravelly silt loam

H2 - 9 to 20 inches: gravelly silty clay loam H3 - 20 to 42 inches: gravelly silty clay loam

Cr - 42 to 52 inches: bedrock

### **Properties and qualities**

Slope: 2 to 6 percent

Depth to restrictive feature: 39 to 59 inches to paralithic bedrock

Natural drainage class: Well drained

Runoff class: Low

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

Moderately high to high (0.60 to 2.00 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Available water storage in profile: Moderate (about 6.8 inches)

# Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 2e

Hydrologic Soil Group: B Hydric soil rating: No

# **Minor Components**

## **Pricetown**

Percent of map unit: 4 percent

Hydric soil rating: No

### **Frederick**

Percent of map unit: 4 percent

Hydric soil rating: No

Sano

Percent of map unit: 2 percent

Hydric soil rating: No

# FkC2—Frankstown gravelly silt loam, 6 to 12 percent slopes, eroded

### **Map Unit Setting**

National map unit symbol: 1qg3d Elevation: 660 to 1,120 feet

Mean annual precipitation: 42 to 58 inches Mean annual air temperature: 46 to 68 degrees F

Frost-free period: 180 to 224 days

Farmland classification: Farmland of statewide importance

# **Map Unit Composition**

Frankstown and similar soils: 90 percent

Minor components: 10 percent

Estimates are based on observations, descriptions, and transects of

the mapunit.

# **Description of Frankstown**

# Setting

Landform: Ridges

Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Side slope

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

Parent material: Fine-loamy residuum weathered from sedimentary

rock

# Typical profile

H1 - 0 to 9 inches: gravelly silt loam

H2 - 9 to 20 inches: gravelly silty clay loam H3 - 20 to 42 inches: gravelly silty clay loam

Cr - 42 to 52 inches: bedrock

### Properties and qualities

Slope: 6 to 12 percent

Depth to restrictive feature: 39 to 59 inches to paralithic bedrock

Natural drainage class: Well drained

Runoff class: Medium

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

Moderately high to high (0.60 to 2.00 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: None Frequency of ponding: None

Available water storage in profile: Moderate (about 6.8 inches)

# Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 3e Hydrologic Soil Group: B Hydric soil rating: No

# **Minor Components**

### **Frederick**

Percent of map unit: 5 percent Hydric soil rating: No

### **Pricetown**

Percent of map unit: 3 percent Hydric soil rating: No

### Sano

Percent of map unit: 2 percent Hydric soil rating: No

# **Data Source Information**

Soil Survey Area: Adair County, Kentucky Survey Area Data: Version 16, Sep 11, 2018

# EXHIBIT H DIRECTIONS TO WCF SITE

# **Driving Directions to Proposed Tower Site**

- 1. Beginning at 424 Public Square #3, Columbia, KY, head northwest toward Campbellsville Street and travel approximately 472 feet.
- 2. Exit the traffic circle onto Campbellsville Street and travel approximately 1.6 miles
- 3. Turn right onto State Hwy 551 and travel approximately 11.9 miles.
- 4. Turn right onto KY-76 E and travel approximately 2.2 miles
- 5. Turn right onto Dunbar Hill Road / Tucker Woods Road and travel approximately 0.4 miles. The site is on the left at 3575 Elkhorn Road, Knifley, KY 42753.
- 6. The site coordinates are:
  - a. North 37 deg 12 min 35.49 sec
  - b. West 85° deg 10 min 49.52 sec



Prepared by: Chris Shouse Pike Legal Group 1578 Highway 44 East, Suite 6 P.O. Box 396 Shepherdsville, KY 40165-3069

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

# EXHIBIT I COPY OF REAL ESTATE AGREEMENT

Market KY Cell Site Number: n/a

Cell Site Name: Elkhom Road FN Fixed Asset Number: 14365235

### OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Johnny Beard and Melinda Beard, husband and wife, having a mailing address of 919 Caldwell Ridge Road, Knifley, KY 42753 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, 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 3575 Elkhorn Road, Knifley, KY 42753, in the County of Adair, State of Kentucky (collectively, the "Property"). 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 exclusive option (the "Option") to lease a certain portion of the Property containing approximately 10,000 square feet (100' x 100') including the air space above such ground space, as described on attached Exhibit 1, (the "Premises"), for the placement of a Communication Facility in accordance with the terms of this Agreement.
- (b) During the Option Term, and during the Term, 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.
- of within sixty (60) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") which term may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional

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

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, 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, then 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 if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property, or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the 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 communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("Structure"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (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 the Property 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, install a generator 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 or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

## 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 additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein 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 the 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, 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 hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent 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."

# 4. RENT.

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

## 5. APPROVALS.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the 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 the Permitted Use 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.
- **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: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

# 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 the 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 Effective Date, 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, costs or expenses in connection with a third party claim (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, invitees, 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, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, 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 9 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) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual 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) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement 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, then 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 in the form attached hereto as **Exhibit 10(b)**.

#### 11. ENVIRONMENTAL.

- (a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestoscontaining 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 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 indemnification provisions contained in 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 materials 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, then 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.

- ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, 12. 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. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. 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, 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 sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. 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 sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

- (c) 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.
- (d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service 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 service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or 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, then 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 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 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.
- **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. <u>NOTICES.</u> All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be

effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration Re: Cell Site Name: Elkhorn Road FN (KY)

Fixed Asset #: 14365235 575 Morosgo Drive NE Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC

Attn.: Legal Dept – Network Operations Re: Cell Site Name: Elkhorn Road FN (KY)

Fixed Asset #: 14365235 208 S. Akard Street Dallas, TX 75202-4206

If to Landlord: Johnny and Melinda Beard

919 Caldwell Ridge Road

Knifley, KY 42753

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto 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 twenty-four (24) 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 pro rata basis.
- CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the 19. Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the 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 pro rata 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 this 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 19, 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 (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) 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 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. 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 in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and 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 permitted by law. 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. Promptly after the Effective Date, 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 address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.
- (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 may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.
- (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 the 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 Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant 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 Tenant 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 the Surrounding Property for the installation, operation or maintenance of other wireless communication 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 communication facility or equipment.
- (d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.
- 23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety

(90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, 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 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

#### 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 of Lease substantially in the form attached as Exhibit 24(b). Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, 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 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 the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved

on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

- (i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (j) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (k) W-9. As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.
- (I) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
- (m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including 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.
- (o) Incidental Fees. Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.
- (p) Further Acts. Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

|SIGNATURES APPEAR ON NEXT PAGE|

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

Johnny Beard

Date: 4-6-18

Melinda Beard

Melinda Beard

H-6-18

LANDLORD ACKNOWLEDGMENT

COUNTY OF Adair )s

On the day of day of , 20 before me, personally appeared Johnny Beard and Melinda Beard, who acknowledged under oath, that they are the Landlord named in the within instrument, and that they executed the same as their voluntary act and deed for the purposes therein contained.

Notary Public:

My Commission Expires:

#### "TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

Its: Area Manager

Date: 7/d

#### TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)

) ss:

COUNTY OF JEFFERSON)

On the 25 day of Jly , 2018, before me personally appeared Jason Allday, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: Kathy W. Wela ughlin My Commission Expires: 10-26-2620

14

### EXHIBIT 1 DESCRIPTION OF PROPERTY AND PREMISES

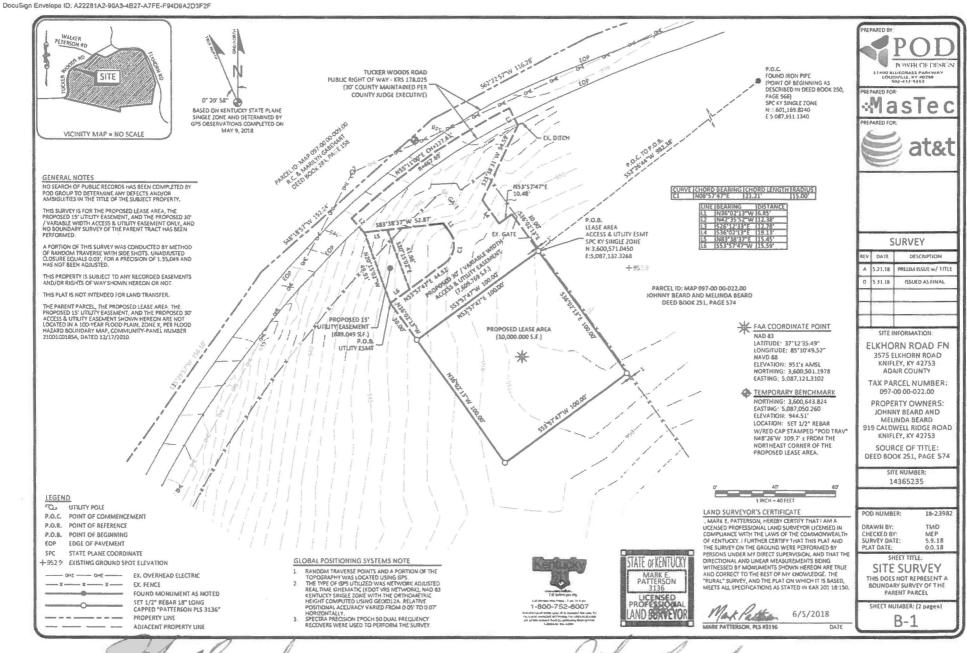
Page 1 of 2

to the Option and Lease Agreement dated		_, 20_	, by and between Johnny
Beard and Melinda Beard, as Landlord, and New	Cingular Wireless PCS,	LLC,	a Delaware limited liability
company, as Tenant.			

The Property is legally described as follows:

BEGINNING at a large White Oak Tree, original corner to the W.P. Dunbar Survey; thence S 82 E 48.84 poles to a White Oak and Beech, called for, now a Hickory; thence S 70 E 53.93 poles to a stone just North of the county road; thence N 60-3/4 E 98.9 poles to a stake on the West side of the old Neatsville and Knifley Pike; thence with the meanders of said old road bed as follows: S 77-1/4 E 12.4 poles; S 1-1/1 W 3 poles; S 50-3/4 W 14 poles; S 87-3/4 W 18.25 poles; S 28-3/4 W 4 poles; S 24-3/4 poles; S 81 E 18.2 poles; N 14- 1/4 E 23.32 poles, S 80-3/4 E 14 poles; S 39-1/2 E 32 poles; S 14-1/4 E 18.16 poles; S 19-1/4 E 14.12 poles; S 12 E 32.44 poles; S 16 E 13.4 poles to the center of Kentucky Highway No. 76, corner of the U. S. government Survey; thence with said U. S. Government Survey as follows: S 17 degrees 33' W 181.9 ft.; S 7-1/4 W 74.8 ft.; S 7 degrees - 32' W 204.3 feet; S 7 degrees - 13' W 413.8 ft.; S 82 degrees W 344.2 ft.; S 82 degrees - 13' W 149.6 ft; S 83 degrees 18' W 172.2 ft.; S 83 degrees 27' W 505.0 ft.; S84 degrees -21' W 175.2 ft.; thence S 12-3/4 poles to a point where a Sugar Tree and Horn Beam are called for from the original Dunbar Survey; thence with said Dunbar Survey as follows: N 75 w 182.35 poles to a stake called for; N 3-3/4 E 125.13 poles to the beginning, containing 235.45 acres, more or less.

There is excluded from the above described property and not conveyed herein a tract of land sold by Sidney Dunbar to Brian Walker and Barbara Peterson, husband and wife, by Deed dated December 22, 1992, and recorded in Deed Book 250, page 566, which contains 41.94 acres, more or less.



#### EXHIBIT 11

#### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

None.

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

March, 19, 2018

Johnny and Melinda Beard 919 Caldwell Ridge Road Knifley, KY 42753

Re: Authorized Access granted to AT&T

Dear Mr. and Mrs. Beard,

Please be advised that we have signed a lease with you 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 days 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.

Melinda Leard John Beard

## EXHIBIT J NOTIFICATION LISTING

#### Elkhorn Road FN - Notice List

BEARD JOHNNY & MELINDA 919 CALDWELL RIDGE RD KNIFLEY, KY 42753

US ARMY CORPS OF ENGINEERS 544 LAKE ROAD CAMPBELLSVILLE, KY 42718

BRIMMER BRYCE & DEBORAH & VERSLE JR & MARY BRIMMER 53 WOODSON CT TAYLORSVILLE, KY 40071

GRIDER JOHN L 618 TUCKER WOODS RD COLUMBIA, KY 42728

ENGLE JACK C 609 CHESTNUT ST BEREA, KY 40403

SANDERS MARK 320 E VALLEY DRIVE MARIETTA, GA 30068-3678

MEGERLE BRIAN & JENNIFER 420 TUCKER WOODS RD KNIFLEY, KY 42753

WALKER MANNING T % JACK HARDEN 170 TUCKER WOODS RD KNIFLEY, KY 42753

GREER GREG & DESTINY 151 ROBINSON RIDGE RD KNIFLEY, KY 42753

PYLES JEFFREY & JENNIFER 3615 ELKHORN RD KNIFLEY, KY 42753

PYLES JEFFERY & JENNIFER 3615 ELKHORN RD KNIFLEY, KY 42753

KING DAVID & PHYLLIS JEAN 2945 ELKHORN RD CAMPBELLSVILLE, KY 42718 MEIER SUZANNE & ERICKSON & TRICIA MALPICA 363 THREE ANGELS DR LIBERTY, KY 42537

MALPICA TRICIA 50 TUCKERS WOODS RD COLUMBIA, KY 42728

QUINN FAMILY FARMS LLC 2489 CALDWELL RIDGE RD KNIFLEY, KY 42753

QUINN RANDALL F & MELINDA 200 JEFFRIES RD KNIFLEY, KY 42753

TUCKER JERRY D 80 CALDWELL RIDGE ROAD KNIFLEY, KY 42753

DUNBAR HILL BAPTIST CHURCH DUNBAR HILL 247 EASTRIDGE RD ELKHORN, KY 42733

LUTTRELL JAMES 180 CALDWELL RIDGE RD COLUMBIA, KY 42728

BRYANT NELLIE C/O TRAVIS BRYANT 250 TRAVIS BRYANT RD COLUMBIA, KY 42728

HORNBECK THOMAS E & CYNTHIA 211 ROLLING FORK RD SHEPHERDSVILLE, KY 40165

## 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: Elkhorn Road FN

Dear Landowner:

New Cingular Wireless PCS, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 3575 Elkhorn Road, Knifley, KY 42753 (37° 12' 35.49" North latitude, 85° 10' 49.52" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00148 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

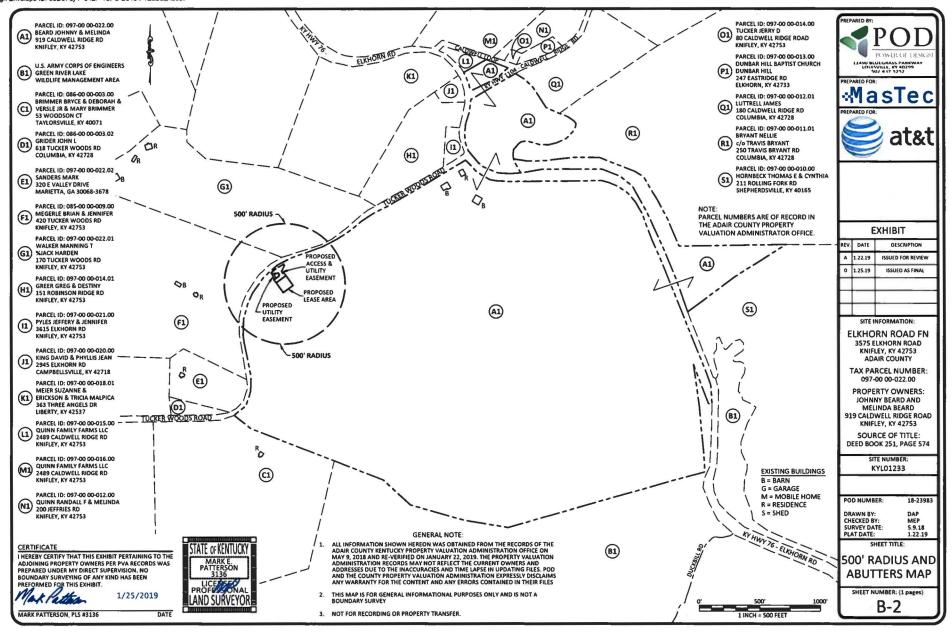
#### **Driving Directions to Proposed Tower Site**

- 1. Beginning at 424 Public Square #3, Columbia, KY, head northwest toward Campbellsville Street and travel approximately 472 feet.
- 2. Exit the traffic circle onto Campbellsville Street and travel approximately 1.6 miles
- 3. Turn right onto State Hwy 551 and travel approximately 11.9 miles.
- 4. Turn right onto KY-76 E and travel approximately 2.2 miles
- 5. Turn right onto Dunbar Hill Road / Tucker Woods Road and travel approximately 0.4 miles. The site is on the left at 3575 Elkhorn Road, Knifley, KY 42753.
- 6. The site coordinates are:
  - a. North 37 deg 12 min 35.49 sec
  - b. West 85° deg 10 min 49.52 sec



Prepared by: Chris Shouse Pike Legal Group 1578 Highway 44 East, Suite 6 P.O. Box 396 Shepherdsville, KY 40165-3069

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



## EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

#### **VIA CERTIFIED MAIL**

Gale B. Cowan
County Judge Executive
424 Public Square, Suite 1
Columbia, KY 42728

RE:

Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2019-00148

Site Name: Elkhorn Road FN

#### Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 3575 Elkhorn Road, Knifley, KY 42753 (37° 12' 35.49" North latitude, 85° 10' 49.52" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00148 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

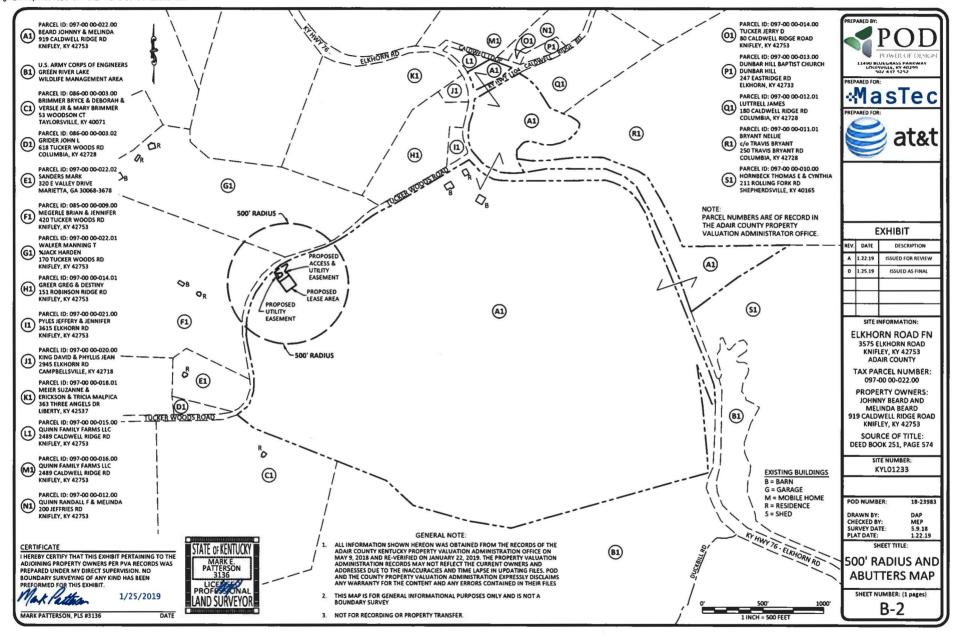
#### **Driving Directions to Proposed Tower Site**

- 1. Beginning at 424 Public Square #3, Columbia, KY, head northwest toward Campbellsville Street and travel approximately 472 feet.
- 2. Exit the traffic circle onto Campbellsville Street and travel approximately 1.6 miles
- 3. Turn right onto State Hwy 551 and travel approximately 11.9 miles.
- 4. Turn right onto KY-76 E and travel approximately 2.2 miles
- 5. Turn right onto Dunbar Hill Road / Tucker Woods Road and travel approximately 0.4 miles. The site is on the left at 3575 Elkhorn Road, Knifley, KY 42753.
- 6. The site coordinates are:
  - a. North 37 deg 12 min 35.49 sec
  - b. West 85° deg 10 min 49.52 sec



Prepared by: Chris Shouse Pike Legal Group 1578 Highway 44 East, Suite 6 P.O. Box 396 Shepherdsville, KY 40165-3069

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



# EXHIBIT M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

#### SITE NAME: ELKHORN ROAD 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 2019-00148 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 2019-00148 in your correspondence.



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

VIA TELEPHONE: 270-384-6471

The Adair Progress, Inc. Attn: Public Notice Ad Placement 98 Grant Lane Columbia, KY 42728

RE:

Legal Notice Advertisement Site Name: Elkhorn FN

**Dear Adair Progress:** 

Please publish the following legal notice advertisement in the next edition of *The Adair Progress*:

#### NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on 3575 Elkhorn Road, Knifley, KY 42753 (37° 12' 35.49" North latitude, 85° 10' 49.52" 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 2019-00148 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



**Elkhorn Road Search Area** 

Radius: .35 miles Lon: -85.182775