

Matthew R. Clark Robert B. Scott Charles R. Grahn Frank D. Otte\* RECEIV John "Bart" Herriman William W. Gooden\*\* Michael P. Maxwell MAR 04 2020 Russell L. Brown\*\* 1 Jennifer F. Perry PUBLIC SERVICE N. Davey Neal Travis W. Cohron COMMISSION Maggie L. Sadler Kristin A. McIlwain

VIA FedEx Overnight Delivery

Kentucky Public Service Commission Attn: Ms. Renee Smith Division of Filing 211 Sower Boulevard Frankfort, KY 40602

> RE: Application to Construct Wireless Communications Facility Docket No. Docket No. 2020- 00047 Site Name: Piney Road

Thomas M. Quinn (1973) Joseph M. Howard (1964)

Alex M. Clark (1991)

Peter A. Pappas (1986)

Senior Counsel James C. Clark Thomas Michael Quinn John M. Moses

Land Use Consultant

**Elizabeth Bentz Williams, AICP** 

Raymond J. Grahn (2015)

\*Also admitted in Montana †Also admitted in Kentucky \*\*Registered Civil Mediator

Dear Ms. Smith:

On behalf of our clients, Cellco Partnership, d/b/a Verizon Wireless and Horvath V. LLC we are submitting an original and five copies of an Application for Certificate of Public Convenience and Necessity to Construct a Wireless Communication Facility.

March 3, 2020

Please contact me or Elizabeth Bentz Williams if you require any future documentation or have any questions concerning this application.

Sincerely,

Russell . Brown Attorney for Verizon Wireless

RLB/jdj enclosures

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# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS AND HORVATH V. LLC FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF WHITLEY

CASE NO. 2020-00047

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SITE NAME: PINEY ROAD

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

Cellco Partnership, d/b/a Verizon Wireless and Horvath V. LLC ("Co-Applicants"), 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 submit 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, Co-Applicants respectfully provide and states the following information:

1. The complete name and address of the Co-Applicants:

a. Cellco Partnership, d/b/a Verizon Wireless, having a local address of 2421 Holloway Road, Louisville, KY 40299.

MAR 04 2020

PUBLIC SERVICE COMMISSION

### \* \* \* \* \* \* \*

b. Horvath Towers V. LLC, having a local address of 306 West Main St., Suite 512, Frankfort, KY 40601.

2. Co-Applicant

a. Cellco Partnership, d/b/a Verizon Wireless is a Delaware general partnership and a copy of the Amended Certificate of Assumed Name is on file with the Secretary of State of Commonwealth of Kentucky is included as part of **Exhibit A**.

**b.** Horvath Towers V. LLC is a Delaware Limited Liability Company and a copy of the Certificate of Authority is on file with the Secretary of State of Commonwealth of Kentucky is included as part of **Exhibit A**.

3. Co-Applicants propose 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.

4. The Co-Applicant, Cellco Partnership, d/b/a Verizon Wireless 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 B**, 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 Co-Applicants' services to an area currently not served or not adequately served by the Co-Applicants by increasing coverage or

capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. A statement from Co-Applicant Cellco Partnership, d/b/a Verizon Wireless RF Design Engineer outlining said need is attached as **Exhibit P**. 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 Owens Lane, Corbin, KY, 40701 (North Latitude: (36° 57' 02.59", West Longitude 84° 09' 12.73"), 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 James Dennis and Carol Lynn Monhollen pursuant to a Deed recorded at Deed Book 488, Page 223 in the office of the County Clerk. The proposed WCF will consist of a 280-foot tall tower, with an approximately 5-foot tall lightning arrestor attached at the top, for a total height of 285-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Co-Applicants' radio electronics equipment and appurtenant equipment. The Co-Applicants' 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 C** and **Exhibit D**.

7. 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 C**.

8. 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 D**.

9. Co-Applicants have 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 Co-Applicants' antennas on an existing structure. When suitable towers or structures exist, Co-Applicants attempt to co-locate on existing structures such as communications towers or other structures capable of supporting Co-Applicants' facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

10. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.

12. A copy of the Kentucky Airport Zoning Commission ("KAZC") Approval to construct the tower is attached as **Exhibit F**.

13. A geotechnical engineering report was performed at the WCF site by Power of Design, Louisville, KY, dated January 17, 2020, and is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in Kentucky who prepared the report are included as part of **Exhibit G**.

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. Co-Applicants, pursuant to a written agreement, have 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 D** 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 Vince Caprino and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibits C & D**.

18. As noted on the Survey attached as part of **Exhibit C**, the surveyor has determined that the tower site and access easement are not within any flood hazard area per Flood Hazard Boundary Map, Community Panel Number 21235C0050E, Dated March 16, 2015.

19. **Exhibit C** 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 C**.

20. Co-Applicants have 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 will be 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 to be sent by certified mail to each landowner are attached as **Exhibit J** and **Exhibit K**, respectively.

21. Co-Applicants have 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 **Exhibit N**.

23. The general area where the proposed facility is to be located is undeveloped and removed a significant distance from any residential structures. The nearest residential structure is 279' feet from the proposed tower site.

24. The process that was used by the Co-Applicant Cellco Partnership, d/b/a Verizon Wireless'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. Co-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 Co-Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Co-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 O**.

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, as set out and documented in the RF Design Engineers' Statement of Need and Propagation Maps attached as **Exhibit P**. The proposed tower will expand and improve voice and data service for Verizon Wireless customers.

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:

Russell L. Brown Clark, Quinn, Moses, Scott & Grahn, LLP 320 North Meridian Street, Suite 1100 Indianapolis, IN 46204 Phone: (317) 637-1321 FAX: (317) 687-2344 Email: rbrown@clarkquinnlaw.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,

Russell L. Brown Clark, Quinn, Moses, Scott & Grahn, LLP 320 North Meridian Street, Suite 1100 Indianapolis, IN 46204 Phone: (317) 637-1321 / FAX: (317) 687-2344 Email: rbrown@clarkquinnlaw.com Attorney for Cellco Partnership d/b/a Verizon Wireless

# LIST OF EXHIBITS

A	Applicant Entity
В	FCC License Documentation
С	Site Development Plan:
	500' Vicinity Map Legal Descriptions Flood Plain Certification Site Plan Vertical Tower Profile
D	Tower and Foundation Design
E	FAA
F	KAZC Approval
G	Geotechnical Report
Н	Directions to WCF Site
I	Copy of Real Estate Agreement
J	Notification Listing
К	Copy of Property Owner Notification
L	Copy of County Judge/Executive notice
М	Copy of Posted Notices
N	Copy of Newspaper Legal Notice Advertisement
0	Copy of Radio Frequency Design Search Area
Р	Copy of RF Design Engineer State of Need and Propagation Maps

# EXHIBIT A

COMMONWEALTH OF KENTUCKY
TREY GRAYSON
SECRETARY OF STATE

1 Secretary of State Received and Filed 08/21/2008 12:06:09 PM Fee Roceipt: \$20.00

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# CERTIFICATE OF ASSUMED NAME

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has been adopted by See Addendus			and a second
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www.sos.ky.gov				
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(The cam	e must be Identical to th	e name on record with the Br	icrolary of State.)	
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5. This application will be effective of the can				ls .
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6. The changes in the identity of	the partners are as f	ollows: See Adden	dum for currer	nt partners
l declare under penalty of perjury	under the laws of Ke GYE Wireless I		is true and correct.	
sare aschargen	Jana Á. Schank	er	Assistant Secretary	1/21/2012
ignature of Applicant	Printed Name	<u> </u>	Title	Date

(04/11)

# Addendum

The full name of the Partnership is Cellco Partnership, a Delaware general partnership composed of the following partners:

General Partners of Cellco Partnership	Address
Bell Atlantic Mobile Systems LLC	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless Incorporated	One Verizon Way Basking Ridge, NJ 07920
PCS Nucleus, L.P.	Denver Place South Tower 999-18 <sup>th</sup> Street, Sulte 1750 Deaver, CO 80202
JV PartnerCo, LLC	Denver Place South Tower 999-18 <sup>th</sup> Street, Suile 1750 Denver, CO 80202

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# Commonwealth of Kentucky Michael G. Adams, Secretary of Sta

0988137 Michael G. Adams KY Secretary of State Received and Filed 1/10/2020 2:27:56 PM Fee receipt: \$15.00

Michael G. Adams Secretary of State P. O. Box 1150 Frankfort, KY 40602-1150 (502) 564-3490 http://www.sos.ky.gov

# Annual Report Online Filing

ARP

Company: Company ID: State of origin: Formation date: Date filed: Fee: HORVATH TOWERS V, LLC 0988137 Delaware 6/13/2017 12:00:00 AM 1/10/2020 2:27:56 PM \$15.00

# Principal Office

312 W. COLFAX AVE. SOUTH BEND, IN 46601

# **Registered Agent Name/Address**

CT CORPORATION SYSTEM 306 WEST MAIN STREET SUITE 512 FRANKFORT, KY 40601

# Members/Managers

Manager Jacqueline Stout

312 W Colfax Ave, South Bend IN 46601

Business type:

Communications

# Signatures

Signature Title Matthew C. Deputy, Esq. Attorney-in-fact

LARP

EXHIBIT B



# UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: Cellco Partnership

### FCC Registration Number (FRN): 0003290673 **Antenna Structure Registration Number ATTN: Network Regulatory Cellco Partnership** 1312486 **5055 North Point Pkwy NP2NE Network Engineering Issue Date** Alpharetta, GA 30022 10/23/2019 Location of Antenna Structure Ground Elevation (AMSL) Owens Lane (2514592) 359.4 meters Corbin, KY 40701 **Overall Height Above Ground (AGL)** County: WHITLEY 86.9 meters Latitude Longitude Overall Height Above Mean Sea Level (AMSL) 084- 09- 12.7 W 36- 57- 02.6 N **NAD83** 446.3 meters **Center of Array Coordinates** Type of Structure LTOWER N/A Lattice Tower **Painting and Lighting Requirements:** FAA Chapters 4, 8, 12 Paint and Light in Accordance with FAA Circular Number 70/7460-1L **Conditions:**

This registration is effective upon completion of the described antenna structure and notification to the Commission. YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to <u>http://wireless.fcc.gov/antenna</u>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

**Posting the Registration Number:** The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).

*Inspecting lights and equipment:* The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.

**Reporting outages and malfunctions:** When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.

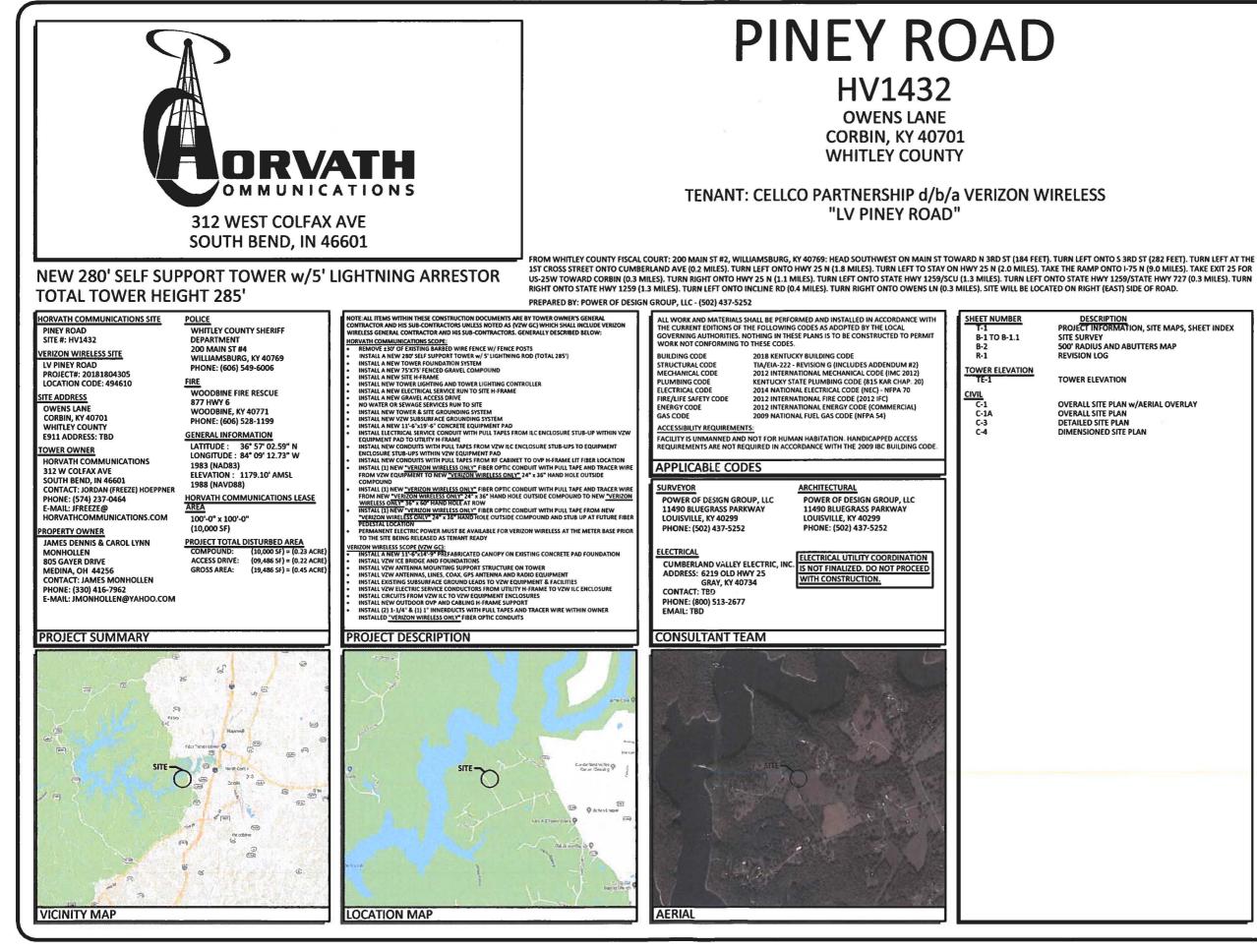
*Maintaining assigned painting:* The antenna structure must be repainted as often as necessary to maintain good visibility.

**Complying with environmental rules:** If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).

**Updating information:** The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

You can find additional information at [insert link] or by calling (877) 480-3201 (TTY 717-338-2824).

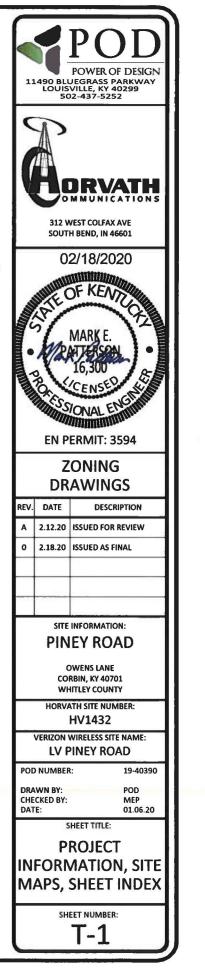
# EXHIBIT C

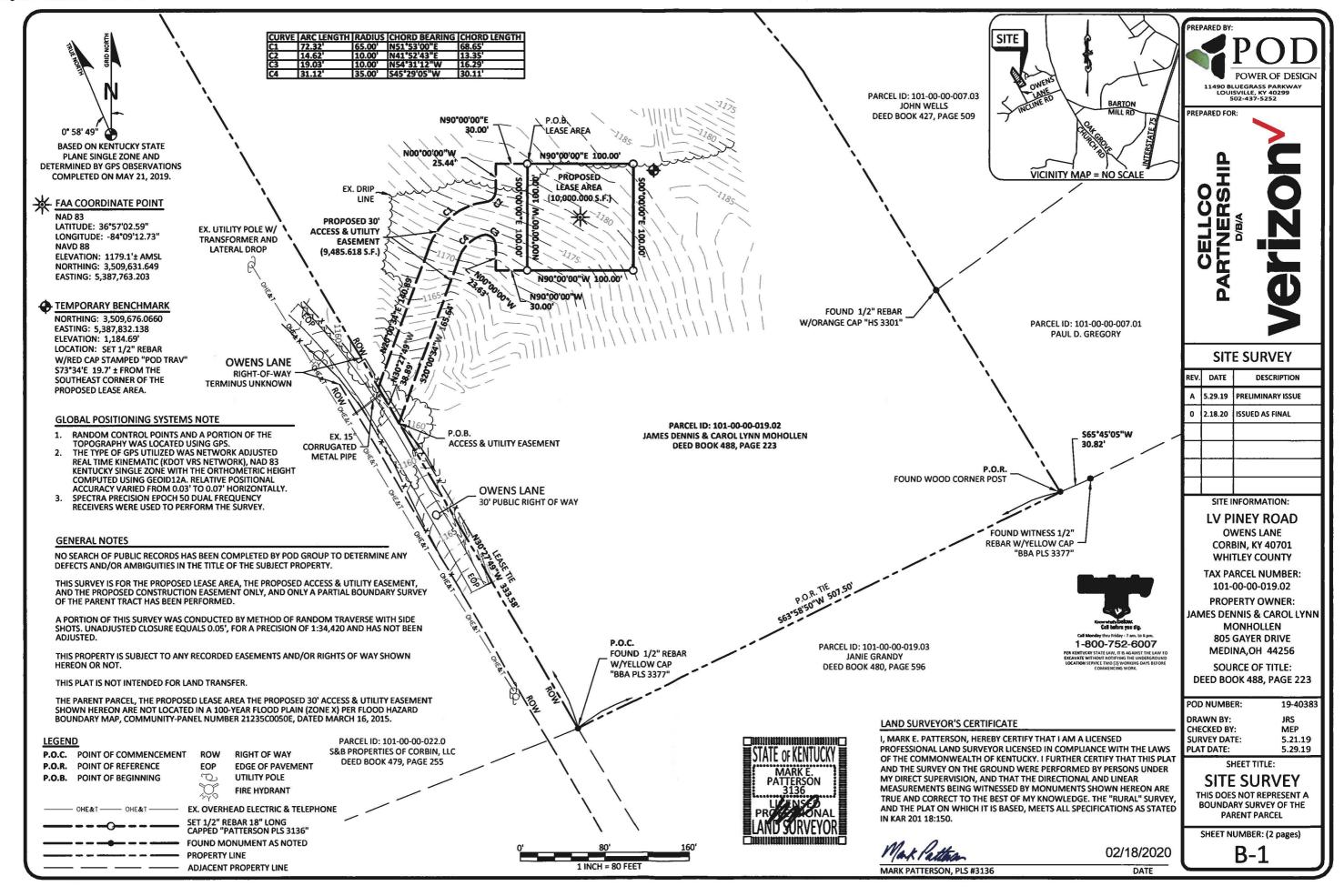


DESCRIPTION PROJECT INFORMATION, SITE MAPS, SHEET INDEX

500' RADIUS AND ABUTTERS MAP

**OVERALL SITE PLAN W/AERIAL OVERLAY** 





#### TITLE OF COMMITMENT (PARCEL ID: 101-00-00-019.02)

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. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM COOTS, HENKE & WHEELER, P.C., PREPARED FOR VERIZON WIRELESS, DATED MAY 3, 2019 AT 8:00 AM. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID COMMITMENT AND THE NUMBERS IN THE COMMENTS CORRESPOND TO THE IUMBERING SYSTEM IN SAID POLICY.

#### SCHEDULE B - SECTION II (EXCEPTIONS)

- LIEN FOR 2019 WHITLEY COUNTY TAXES IN THE ESTIMATED AMOUNT OF \$78.76, A LIEN NOT YET DUE AND PAYABLE. (POD GROUP, LLC DID NOT PERFORM A TITLE SEARCH AND THEREFORE COULD NOT EXAMINE OR ADDRESS THIS ITEM.)
- THERE APPEARS OF RECORD AN UNRELEASED OIL AND GAS LEASE FROM ESTES MONHOLLEN AND WILMA MONHOLLEN TO HUNTINGTON PRODUCTION CO., INC., DATED FEBRUARY 27, 1989 AND RECORDED MARCH 8, 1989 IN LEASE BOOK 63, PAGE 355, WITH A PRIMARY TERM OF ONE (I) YEAR. PROVIDED THE LEASE IS NO LONGER IN EFFECT, AN AFFIDAVIT OF NON-PRODUCTION SHOULD BE OBTAINED FROM THE CURRENT OWNERS AND FILED OF RECORD. (CANNOT DETERMINE IF LEASE AS DESCRIBED IN LEASE BOOK 63, PAGE 355 AFFECTS THE PARENT PARCEL, THE LEASE AREA AND THE ACCESS & UTILITY EASEMENT WITHOUT DEED BOOK 208, PAGE 670-671.

#### PARENT PARCEL (DEED BOOK 488, PAGE 223)

A CERTAIN TRACT OF LAND IN CORBIN, WHITLEY COUNTY, KENTUCKY, ON THE WATERS OF PERKS BRANCH OF LAUREL RIVER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS

UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS A "REBAR AND CAP" IS A SET ½" DIAMETER REBAR, TWENTY-FOUR INCHES (24") IN LENGTH, WITH A YELLOW PLASTIC CAP STAMPED "B.B.A. P.L.S. #3377". ALL BEARINGS STATED HEREON ARE REFERRED TO THE MAGNETIC MERIDIAN AS OF AUGUST 20, 2007 TAKEN ALONG THE NORTHEASTERLY LINE OF THE PARENT TRACT. BEGINNING AT A COMER FENCE POST (FOUND. WOODEN), COMER TO PAUL D. GREGORY (DB 427, PG 501) AND TRACT #3, BEARING N 71" 40' 44" E, 30.36' TO A 1/2" REBAR AND CAP (WITNESS MONUMENT), THENCE LEAVING SAID GREGORY TRACT AND RUNNING WITH SAID TRACT #3 S 69" 13' 27" W, 507.SO' TO A 1/2" REBAR AND CAP, SAID REBAR LOCATED 3.17' SOUTHWEST OF A FENCE AND IN THE RIGHT-OF-WAY OF OWENS LANE; THENCE LEAVING SAID TRACT #3 AND RUNNING WITH SAID LANE ALONG SAID FENCE N 25" 13" IS" W, 1,183.32' TO A 1 1/2" PIPE W/CAP, (FOUND, PROPERTY CORNER, LRL, 1974 REG. PUB. SUR. NO. 317), SAID PIPE CORNER TO THE UNITED STATES OF AMERICA(DB 233, PG 327, LRL TRACT #915); THENCE LEAVING SAID LANE AND RUNNING WITH SAID AMERICA TRACT ALONG SAID FENCE N 22' 21' 36" W, 132.03' TO A 1 1/2" PIPE W/CAP (FOUND, PROPERTY CORNER, LRL, 1974 REG. PUB. SUR. NO. 317); THENCE N 23" 56' 25" E, 392.37' TO A CONCRETE MONUMENT W/CAP (FOUND, CORP. OF ENG., SURVEY MARKER). SAID MONUMENT CORNER TO THE UNITED STATES OF AMERICA (DB 233, PG 337, LRL TRACT #1026); THENCE CONTINUING WITH SAID AMERICA TRACT ALONG SAID FENCE S 35 07' 51" E, 163.36' TO A CONCRETE MONUMENT (FOUND, CORP. OF ENG.. SURVEY MARKER), CORNER TO JOHN WELLS (DB 427, PG SOS); THENCE LEAVING SAID AMERICA TRACT AND RUNNING WITH SAID WELLS TRACT ALONG SAID FENCE S 33' 16' 38" E, 327.45' TO A POINT, SAID POINT LOCATED IN SAID FENCE; THENCE S 35' 55' 34" E, 289.35' TO A 1/2" REBAR AND CAP (FOUND, H.S. 3301), SAID REBAR CORNER TO STEVEN PAUL GREGORY (DB 467. PG 21): THENCE LEAVING SAID WELLS TRACT AND RUNNING WITH SAID GREGORY TRACT ALONG SAID FENCE S 35 59' 25" E. 193.59' TO A METAL POST (FOUND), SAID POST CORNER TO JOHN WELLS (DB 427, PG 509); THENCE LEAVING SAID GREGORY TRACT AND RUNNING WITH SAID WELLS TRACT ALONG SAID FENCE S 34' 14' 06" E, 189.19' TO A 1/2" REBAR AND CAP; THENCE S 26" 15' 56" E, 241.84' TO A 1/2" REBAR AND CAP (FOUND, 3301), SAID REBAR CORNER TO SAID PAUL D. GREGORY TRACT; THENCE LEAVING SAID WELLS TRACT AND RUNNING WITH SAID GREGORY TRACT 5 26" 23' 29" E, 222.85' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 14.678 ACRES AS PER A BOUNDARY SURVEY BY BOBBY B. ANDERSON, PLS # 3377, WITH APPALACHIAN TECHNICAL SERVICES, INC., ON AUGUST 20, 2007.

BEING ALL OF THE SAME PROPERTY CONVEYED TO JAMES DENNIS MONHOLLEN, BY DEED OF CONVEYANCE FROM RAN AND JAMES MONHOLLEN, EXECUTOR OF THE ESTATE OF WILMA MONHOLLEN, DATED NOVEMBER 2, 2007, AND RECORDED IN DEED BOOK 480, PAGE 588, WHITLEY COUNTY COURT CLERK'S OFFICE.

FOR FURTHER SOURCE OF TITLE, SEE LAST WILL AND TESTAMENT OF ESTES MONHOLLEN RECORDED IN WILL BOOK 23 PAGE 291, WHITLEY COUNTY COURT CLERK'S OFFICE.

FOR FURTHER SOURCE OF TITLE, SEE LAST WILL AND TESTAMENT OF WILMA MONHOLLEN RECORDED IN WILL BOOK 26 PAGE 316, WHITLEY COUNTY COURT CLERK'S OFFICE.

# LEGAL DESCRIPTIONS

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA ON THE PROPERTY CONVEYED TO JAMES DENNIS & CAROL LYNN MONHOLLEN AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY IN DEED BOOK 488, PAGE 223, PARCEL ID: 101-00-00-019.02. 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 21, 2019.

COMMENCING AT A FOUND 1/2" REBAR WITH YELLOW CAP "B.B.A. P.L.S. #3777" IN THE EAST RIGHT-OF-WAY LINE OF OWENS LANE AND BEING IN THE SOUTHWEST CORNER OF SAID MONHOLLEN PROPERTY AS RECORDED IN DEED BOOK 488, PAGE 223, ALSO BEING THE NORTHWEST CORNER TO THE PROPERTY CONVEYED TO JANIE GRANDY AS RECORDED IN DEED BOOK 480, PAGE 596, PARCEL ID: 101-00-00-019.03, FOR REFERENCE SAID REBAR IS S63\*58'50"W 507.50' FROM A FOUND WOODEN CORNER FENCE POST AT THE SOUTHEAST CORNER OF SAID MONHOLLEN PROPERTY (WOODEN FENCE CORNER POST BEING S65\*45'05"W 30.82' FROM A FOUND 1/2" REBAR WITH YELLOW CAP "B.B.A. P.L.S. #3777"); THENCE ALONG THE EAST RIGHT OF WAY LINE OF OWENS LANE AND THE WEST LINE OF REBAR WITH YELLOW CAP "B.B.A. P.L.S. #3777"); THENCE ALONG THE EAST RIGHT OF WAY LINE OF OWENS LANE AND THE WEST LINE OF MONHOLLEN, N30°27'49"W 333.58'; THENCE N30°27'49"W 38.89'; THENCE LEAVING SAID COMMON LINE, TRAVERSING ACROSS THE LAND OF SAID MONHOLLEN, N20°05'34"E 140.89'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 72.32', WITH A RADIUS OF 65.00', WITH A CHORD BEARING OF N51°53'00"E AND A CHORD LENGTH OF 68.65'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 14.62', WITH A RADIUS OF 10.00', WITH A CHORD BEARING OF N41°52'43"E AND A CHORD LENGTH OF 13.35'; THENCE N00°00'00" 25.44'; THENCE N00°00'00"E 30.00' TO A SET 1/2" REBAR 18" LONG CAPPED "PATERSON PLS 3136" HEREAFTER REFERRED TO AS A "SET IPC", IN THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING **THE TRUE POINT OF BEGINNING**; THENCE N00°00'00" TO A SET IPC, THENCE S00°00'00"E 100.00' TO A SET IPC; THENCE N90°00'00" W 100.00' TO A SET IPC; THENCE N00°00'00" W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MAY 21, 2019.

#### **PROPOSED 30' ACCESS & UTILITY EASEMENT**

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JAMES DENNIS & CAROL LYNN MONHOLLEN AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY IN DEED BOOK 488, PAGE 223, PARCEL ID: 101-00-00-019.02, 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 21, 2019.

COMMENCING AT A FOUND 1/2" REBAR WITH YELLOW CAP "B.B.A. P.L.S. #3777" IN THE EAST RIGHT-OF-WAY LINE OF OWENS LANE AND BEING IN THE SOUTHWEST CORNER OF SAID MONHOLLEN PROPERTY AS RECORDED IN DEED BOOK 488, PAGE 223, ALSO BEING THE NORTHWEST CORNER TO THE PROPERTY CONVEYED TO JANIE GRANDY AS RECORDED IN DEED BOOK 480, PAGE 596, PARCEL ID: 101-00-00-019.03, FOR REFERENCE SAID REBAR IS \$63°58'50"W 507.50' FROM A FOUND WOODEN CORNER FENCE POST AT THE SOUTHEAST CORNER OF SAID MONHOLLEN PROPERTY (WOODEN FENCE CORNER POST BEING S65\*45'05"W 30.82' FROM A FOUND 1/2" REBAR WITH YELLOW CAP "B.B.A. P.L.S. #3777"); THENCE ALONG THE EAST RIGHT OF WAY LINE OF OWENS LANE AND THE WEST LINE OF MONHOLLEN, N30\*27'49"W 333.58' TO THE TRUE POINT OF BEGINNING; THENCE N30\*27'49"W 38.89'; THENCE LEAVING SAID COMMON LINE, TRAVERSING ACROSS THE LAND OF SAID MONHOLLEN, N20\*00'34"E 140.89'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 72.32', WITH A RADIUS OF 65.00', WITH A CHORD BEARING OF N51\*53'00"E AND A CHORD LENGTH OF 68.65'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 14.62', WITH A RADIUS OF 10.00', WITH A CHORD BEARING OF N41\*52'43"E AND A CHORD LENGTH OF 13.35'; THENCE N00"00'00"W 25.44'; THENCE N90"00'00"E 30.00' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" IN THE NORTHWEST CORNER OF THE LEASE AREA; THENCE WITH SAID LEASE AREA SOD'00'00"E 100.00" TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" IN THE SOUTHWEST CORNER OF THE LEASE AREA; THENCE LEAVING THE WEST LINE OF SAID LEASE AREA, NOVO0'00'W 30.00'; THENCE NOV'00'00'W 23.63'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 19.03', WITH A RADIUS OF 10.00', WITH A CHORD BEARING OF NS4\*31'12''W AND A CHORD LENGTH OF 16.29'; THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 31.12', WITH A RADIUS OF 15.00', WITH A CHORD BEARING OF S5.01', WITH A CHORD BEARING OF S545'29'05''W AND A CHORD LENGTH OF 73.11', THENCE S20''03''W 15.54'', TO THE POINT OF BEGINNING CONTAINING 9,485.618 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MAY 21, 2019.



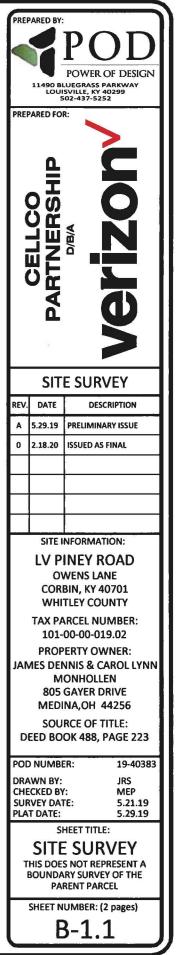
#### LAND SURVEYOR'S CERTIFICATE

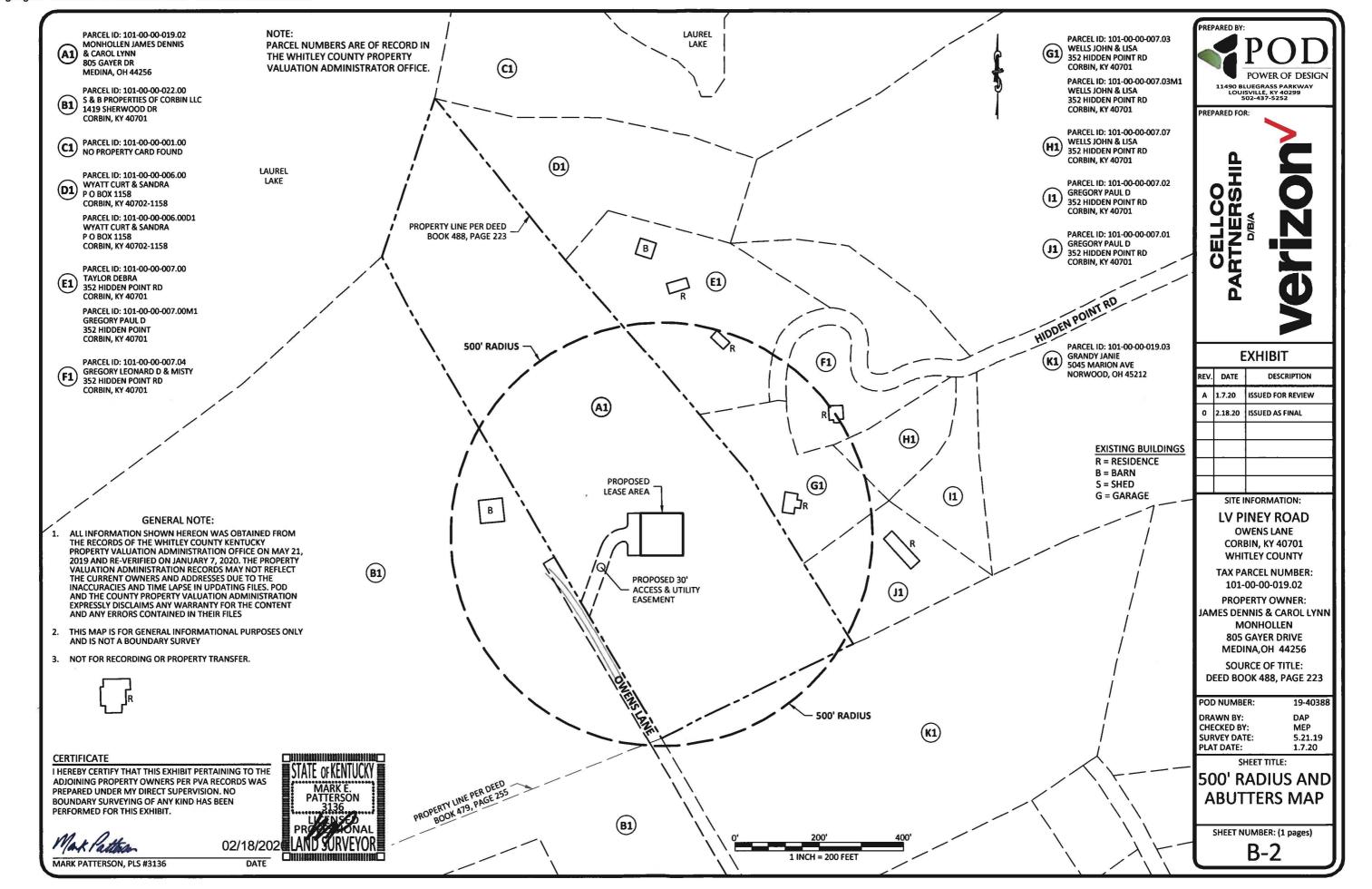
I, MARK E, PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND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



MARK PATTERSON, PLS #3136

02/18/2020 DATE



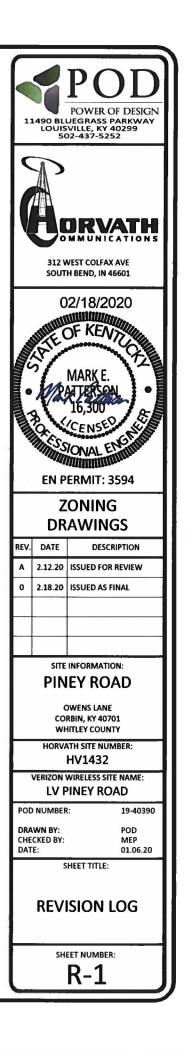


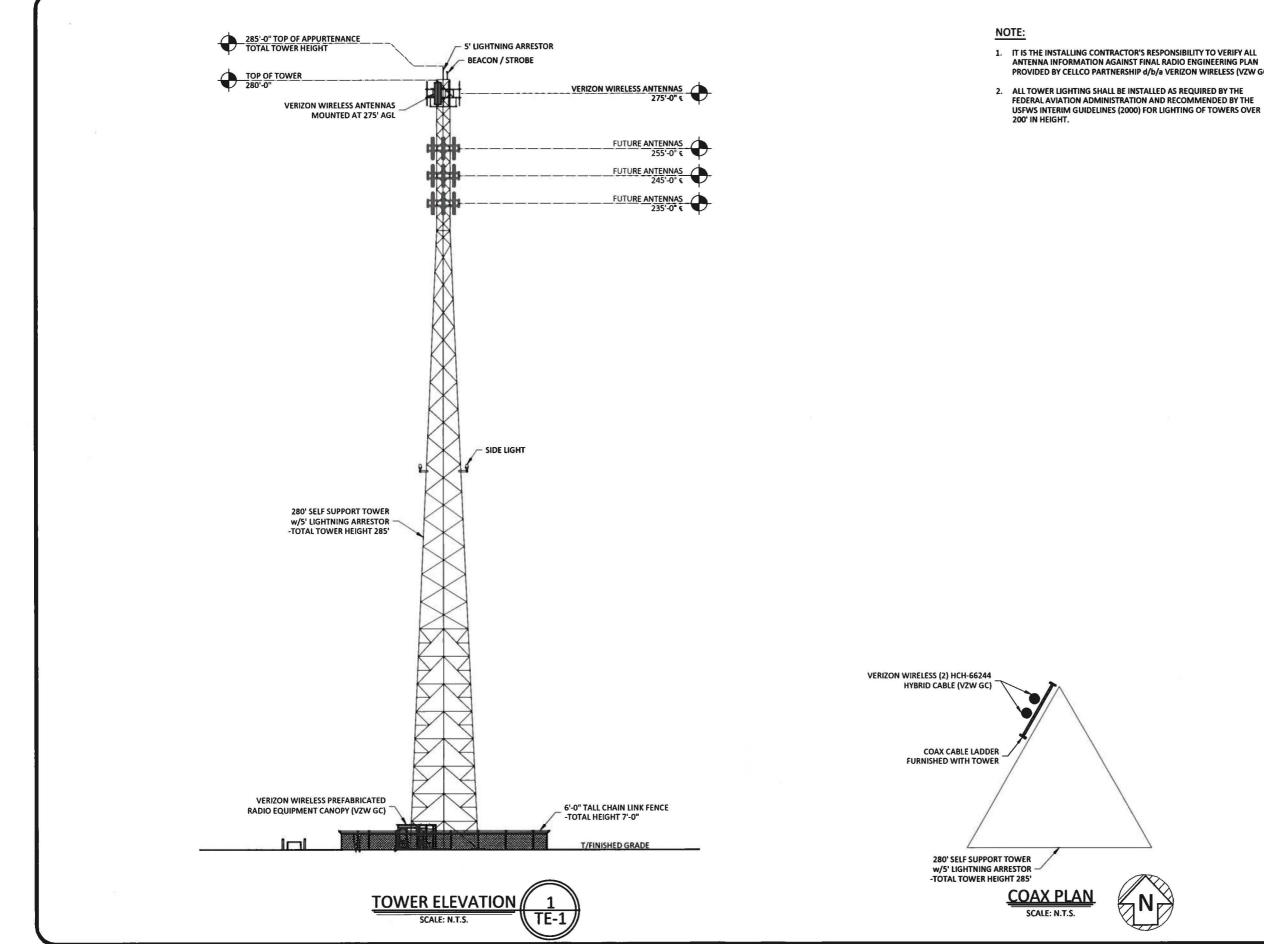
# **REVISION LOG**

 REV \*
 MM/DD/YY
 SHEET NUMBER
 DESCRIPTION OF REVISION

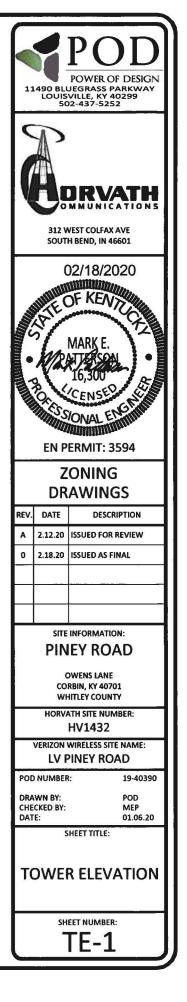
 A
 2/12/2020
 ALL SHEETS
 ISSUED FOR REVIEW

 0
 2/18/2020
 ALL SHEETS
 ISSUED AS FINAL

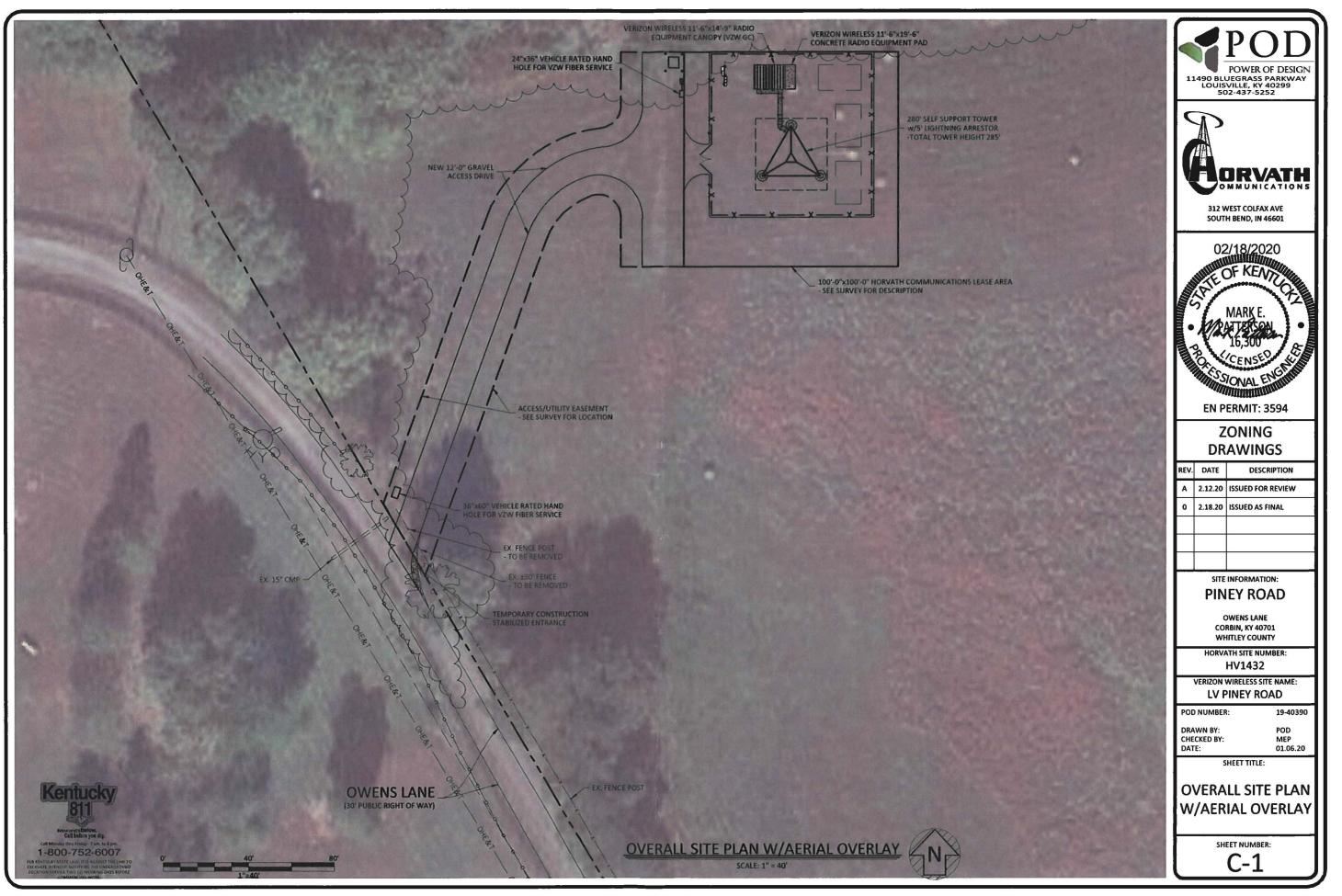


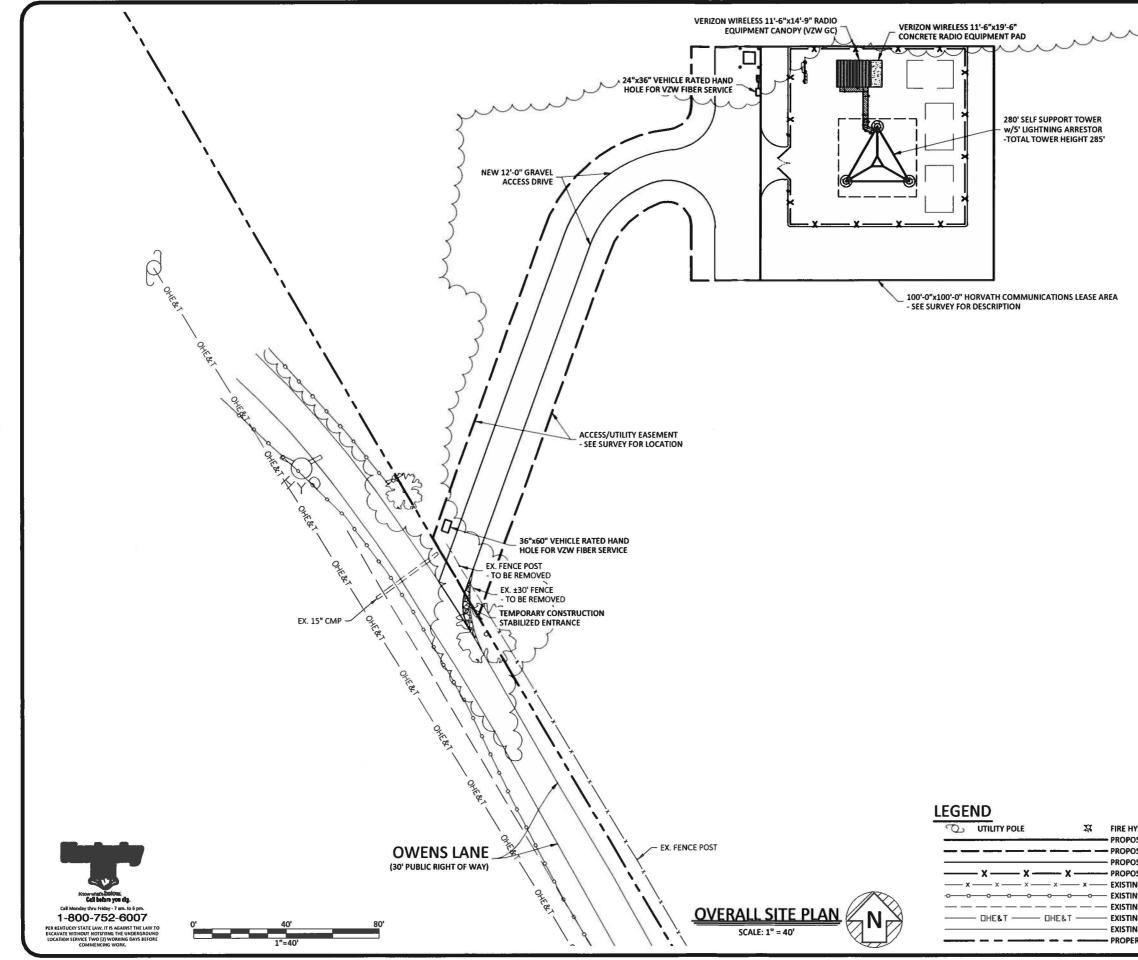


ANTENNA INFORMATION AGAINST FINAL RADIO ENGINEERING PLAN PROVIDED BY CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS (VZW GC)

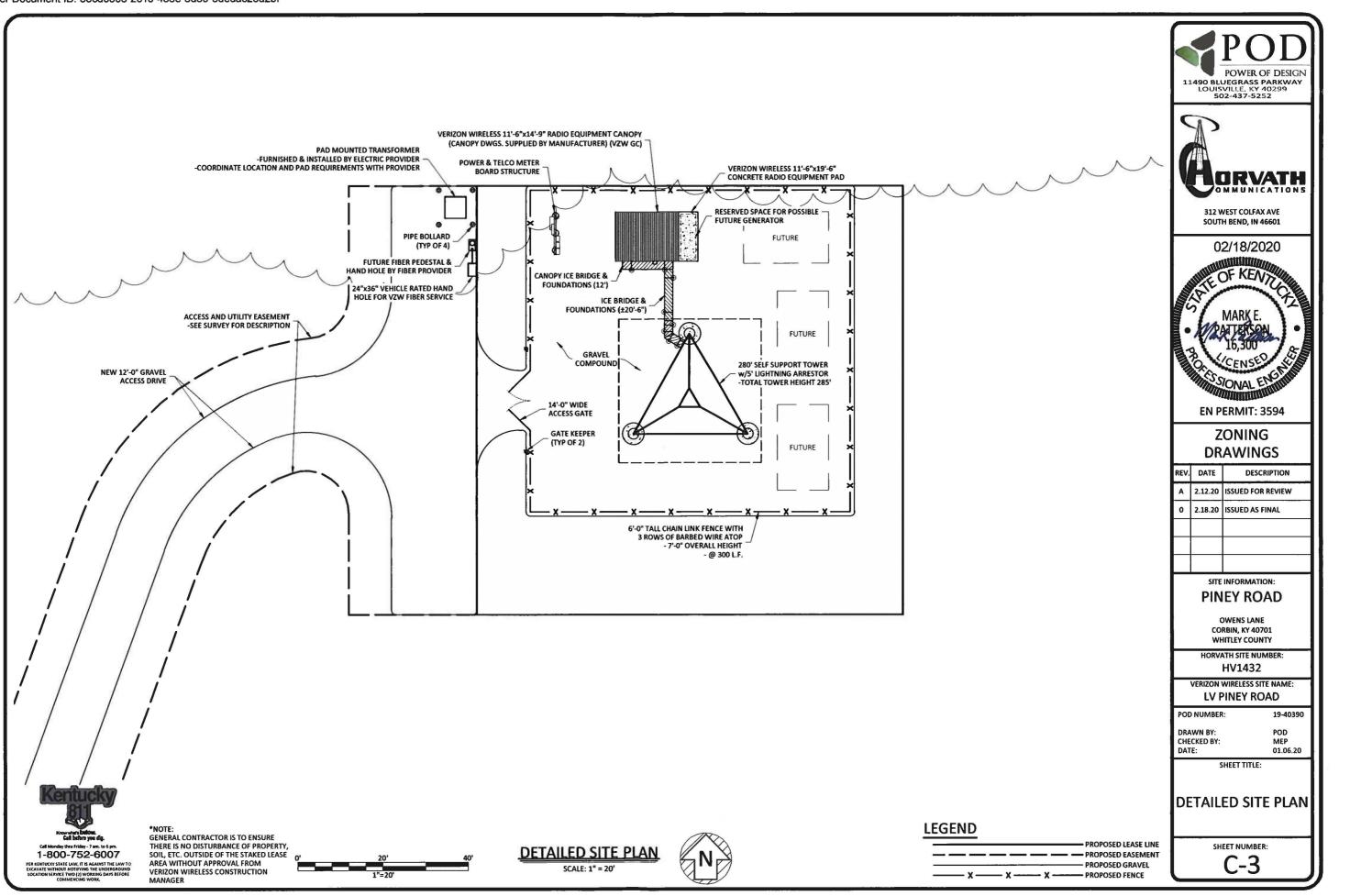


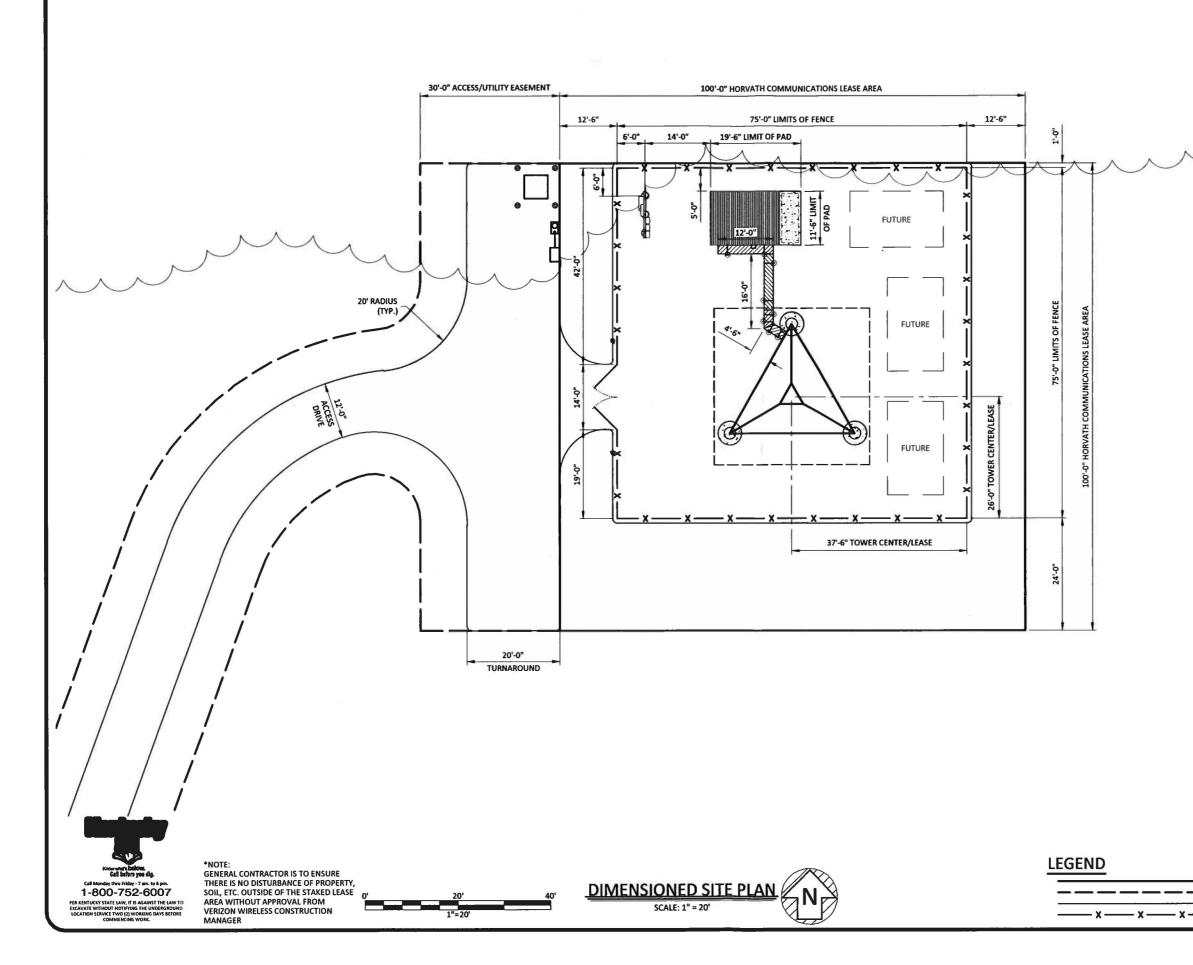




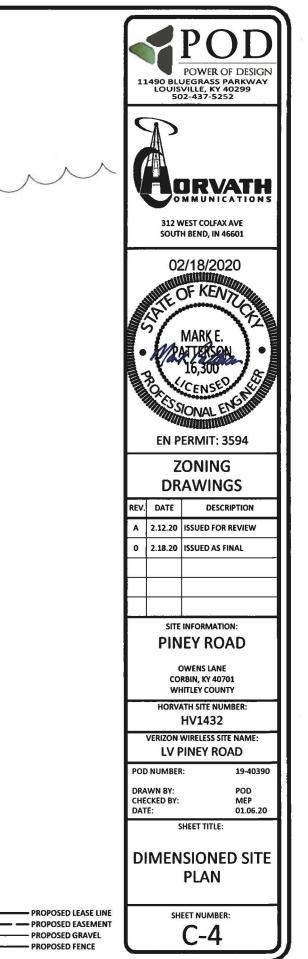


.~					
	11	L490 BLI LOUIS SC	PODER OF DESIGN JEGRASS PARKWAY VILLE, KY 40299 92-437-5252		
		PA.	<b>DRVATH</b>		
			VEST COLFAX AVE H BEND, IN 46601		
	02/18/2020 MARK E. PATUERSON 16,300 EN PERMIT: 3594				
	ZONING				
	DRAWINGS				
	REV.     DATE     DESCRIPTION       A     2.12.20     ISSUED FOR REVIEW       0     2.18.20     ISSUED AS FINAL				
	SITE INFORMATION: PINEY ROAD OWENS LANE CORBIN, KY 40701 WHITLEY COUNTY				
	F		ATH SITE NUMBER: HV1432		
	-	VERIZON	WIRELESS SITE NAME:		
		N80851 Z	PINEY ROAD		
		WN BY:	R: 19-40390		
		CKED BY:			
YDRANT	Γ	5	HEET TITLE:		
DSED LEASE LINE DSED EASEMENT DSED GRAVEL	0	VERA	LL SITE PLAN		
DED FENCE NG BARBED WIRE FENCE NG 4 RAIL WOODEN FENCE					
	┝		EET NUMBER: C-1A		





igioigner Document ID. 5500500-2010-4508-0003-008



# EXHIBIT D



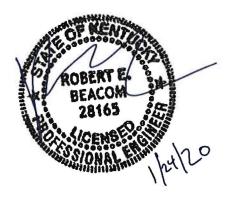
Structural Design Report 280' S3TL Series HD1 Self-Supporting Tower Site: Piney Road, KY Site Number: HV1432

# Prepared for: HORVATH COMMUNICATIONS INC by: Sabre Towers & Poles <sup>™</sup>

Job Number: 20-4204-TJH-R1

January 24, 2020

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



$ \begin{bmatrix} 14 \\ 14 \\ 14 \\ 14 \\ 14 \\ 14 \\ 14 \\ 15 \\ 15$	$ \begin{array}{c c c c c c c c c c c c c c c c c c c $			8.625 OD X .500			8.625 OI	8.625 OD X .322	5.563 01	5.563 OD X .500		5.563 OD X .375	75	٩	۵
$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$	$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$	L4X	4 X 1/4		L 3 1/2 X 3	1/2 X 1/4	EXE1	X 3/16	υ	٥	L2X	2 X 1/8	L2X2X1/4	٥	L2X2X1/
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	1)3/4.       260'         102       260'         103/4.       240'         103/4.       200'         101       220'         102       220'         103       100'         103       100'         103       100'         103       100'         103       100'         103       100'         103       100'         103       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'						NONE					ш	NONE	NONE	NONE
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$		(2) 5/8"				(1) 3/4"						(1) 5/8"			
12       260'         12       260'         10       240'         101       222'         101       101         101       101         101       101         101       101         101       101         101       101         101       101         101       100'         101       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'	Image:	25'	23'	21	19'	17	15'	13'	11.	òn	4			ĩo	
121       260'         951       240'         102       220'         200'       220'         188       200'         180'       180'         180'       160'         1951       140'         100'       100'         100'       60'         60'       60'         40'       40'	12       260'         951       240'         107       220'         180'       200'         926       180'         180'       140'         120'       120'         120'       120'         120'       100'         120'       60'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       100'         100'       10'         100'       10'         100'       10'         100'       10'         100'       10'         100'       10'         100'       10'         100'       10	1		12 @	3 10'				9 @ 6.6667				20 @ 5'		
260' 240' 220' 180' 160' 140' 120' 100' 80' 60'	260' 240' 220' 200' 180' 160' 140' 120' 100' 80' 60' 40'	5466	5253	5013	4654	4518	3009	3211	2867	2472	1925	1881	2101	1154	721
		20										200,		240'	260'
		$\times \times \times$	~	>	>	$\geq$	$\triangleright$				XXX			X	

#### Designed Appurtenance Loading

Elev	Description	Tx-Line
275	(1) 208 sq. ft. EPA 4000# (no ice)	(6) 1 5/8"
255	(1) 130 sq.ft. (no ice) 140 sq.ft. (ice)	(6) 1 5/8"
245	(1) 130 sq.ft. (no ice) 140 sq.ft. (ice)	(6) 1 5/8*
235	(1) 130 sq.ft. (no ice) 140 sq.ft. (ice)	(6) 1 5/8"

# Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	11
Risk Category	1
Exposure Category	С
Topographic Category	1

## Base Reactions

Total Fo	undation	Individual Footing		
Shear (kips)	58.47	Shear (kips)	36.71	
Axial (kips)	157.74	Compression (kips)	443	
Moment (ft-kips)	9841	Uplift (kips)	387	
Torsion (ft-kips)	35.18			

**Material List** 

Display	Value		
A	3.500 OD X .216		
В	2.375 OD X .154		
С	L 2 1/2 X 2 1/2 X 3/16		
D	L 2 X 2 X 3/16		
E	L 2 X 2 X 1/8		
F	L2X2X1/4		

### 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.
- This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 Kentucky Building Code.

11) Tower Rating: 99.23%

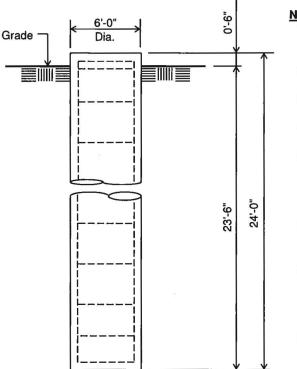
	Sioux City, IA 51102-0658 Phone: (712) 258-6690	Job:	20-4204-TJH-R1		
Sabre Industries		Customer:	HORVATH COMMUNICATIONS INC		
Towers and Poles		Site Name:	Piney Road, KY HV1432		
Fac. (12) 279-0614 Information contained herein is the sole property of Sahe Communications Corporation, constitutes a trade secret as defined by lowa Code Ch. 550 and shall not be reproduced, copied or used in while or part for any purpose whicknew which us horizon writing the prior writing constant of Sahe Communications Corporation.		Description:	280' S3TL		
		Date:	1/24/2020	By: REB	



No.: 20-4204-TJH-R1 Date: 01/24/20 By: REB

# Customer: HORVATH COMMUNICATIONS INC Site: Piney Road, KY HV1432

280 ft. Model S3TL Series HD1 Self Supporting Tower



ELEVATION VIEW (25.1 cu. yds.) (3 REQUIRED; NOT TO SCALE)

### Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by POD job no. 19-40385, dated: 1/17/20
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads:
   Factored uplift (kips) = 387.00
   Factored download (kips) = 443.00
   Factored shear (kips) = 37.00
- The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Pier			
Pier	<ul><li>(18) #10 vertical rebar w/ #4 rebar ties, two</li><li>(2) within top 5" of pier then 12" C/C</li></ul>		
Anchor Bolts per Leg			
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5"			
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.

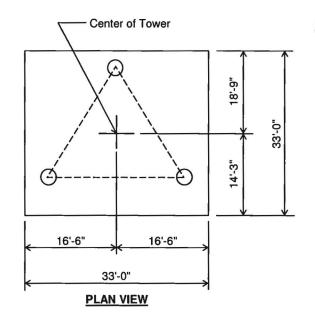
7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

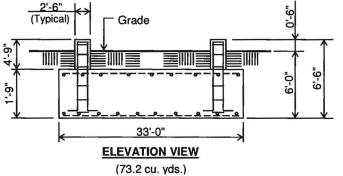


No.: 20-4204-TJH-R1 Date: 01/24/20 By: REB

# Customer: HORVATH COMMUNICATIONS INC Site: Piney Road, KY HV1432

280 ft. Model S3TL Series HD1 Self Supporting Tower





<sup>(1</sup> REQD.; NOT TO SCALE)

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

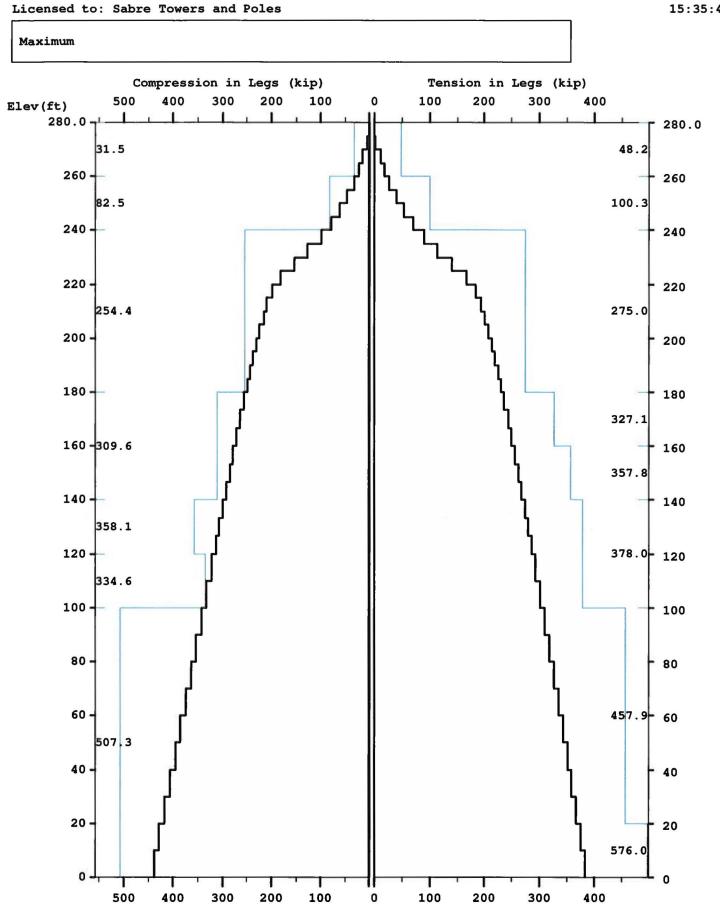
## Notes:

- Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by POD job no. 19-40385, dated: 1/17/20
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads: Factored download (kips) = 67.64
   Factored overturn (kip-ft) = 9,840.86
   Factored shear (kips) = 58.47
- 4.25' of soil cover is required over the entire area of the foundation slab.
- 9) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

	Rebar Schedule per Mat and per Pier				
Pier	(12) #10 vertical rebar w/ hooks at bottom w #4 rebar ties, two (2) within top 5" of pier the 12" C/C				
Mat	(64) #8 horizontal rebar evenly spaced each way top and bottom. (256 total)				
	Anchor Bolts per Leg				
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5" max. projection above concrete.					

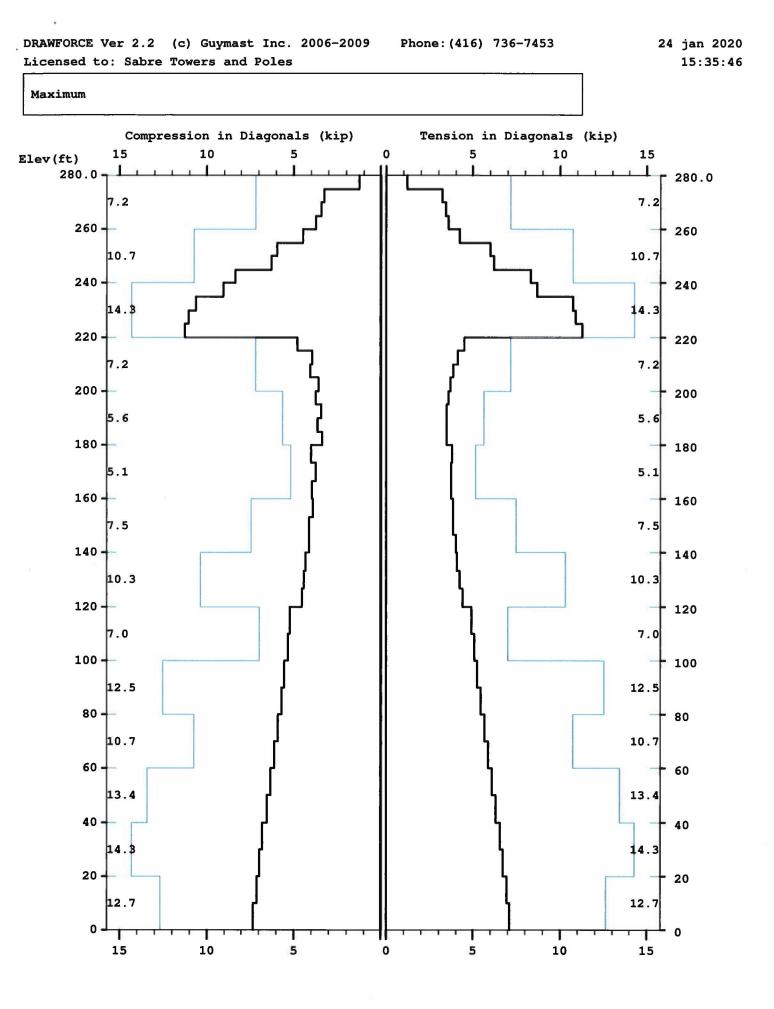
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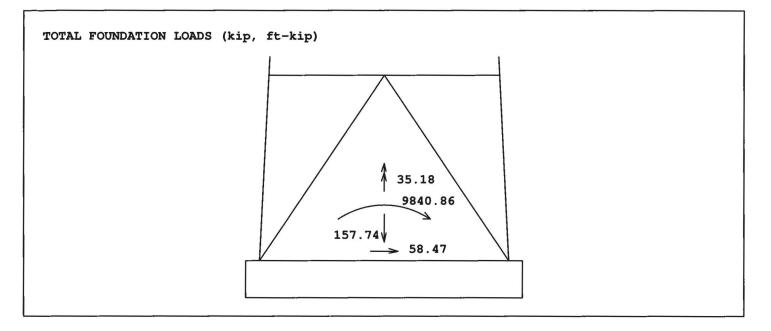
DRAWFORCE Ver 2.2 (c) Guymast Inc. 2006-2009 Phone: (416) 736-7453

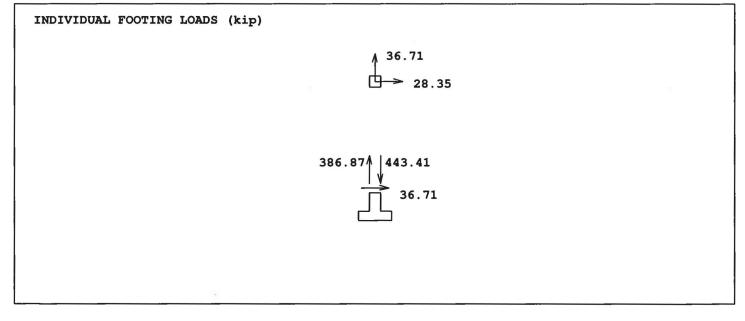
24 jan 2020 15:35:46



DRAWFORCE Ver 2.2 (c) Guymast Inc. 2006-2009	Phone: (416) 736-7453	24 jan 2020
Licensed to: Sabre Towers and Poles		15:35:46
Maximum		

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	20-4204-TJH-R1					
Latticed Towe	er Analysis (Unguy ler license at:				. 416-736-7453	
Sabre Towers					0 at: 15:35:46	
MAST GEOMETRY						
PANEL NO.OF TYPE LEGS		ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT	
*****	$\begin{array}{c} 275.00\\ 260.00\\ 255.00\\ 240.00\\ 235.00\\ 235.00\\ 220.00\\ 215.00\\ 200.00\\ 180.00\\ 160.00\\ 140.00\\ 120.00\\ 100.00\\ 80.00\\ 60.00\\ 40.00\\ 20.00\\ 0.00\\ \end{array}$	$\begin{array}{c} 280.00\\ 275.00\\ 260.00\\ 255.00\\ 240.00\\ 235.00\\ 220.00\\ 215.00\\ 200.00\\ 180.00\\ 160.00\\ 140.00\\ 120.00\\ 100.00\\ 80.00\\ 60.00\\ 40.00\\ 20.00\\ \end{array}$	5.00 5.00 5.00 5.00 5.00 7.00 9.00 11.00 15.00 17.00 19.00 21.00 23.00 25.00 27.00	5.00 5.00 5.00 5.00 5.00 5.00 5.00 7.00 9.00 11.00 13.00 15.00 17.00 19.00 21.00 23.00 25.00	5.00 5.00 5.00 5.00 5.00 5.00 5.00 5.00 5.00 6.67 6.67 10.00 10.00 10.00 10.00 10.00 10.00	
MEMBER TYPE	BOTTOM TOP ELEV ELEV ft ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in		HERMAL XPANSN /deg	
LE LE LE LE DI DI DI DI DI HO HO HO	$\begin{array}{ccccc} 260.00 & 280.00 \\ 240.00 & 260.00 \\ 180.00 & 240.00 \\ 140.00 & 180.00 \\ 100.00 & 140.00 \\ 0.00 & 100.00 \\ 260.00 & 280.00 \\ 240.00 & 260.00 \\ 240.00 & 260.00 \\ 220.00 & 240.00 \\ 180.00 & 220.00 \\ 160.00 & 180.00 \\ 140.00 & 160.00 \\ 100.00 & 140.00 \\ 60.00 & 100.00 \\ 0.00 & 60.00 \\ 275.00 & 280.00 \\ 255.00 & 260.00 \\ 235.00 & 240.00 \\ 215.00 & 220.00 \end{array}$	1.075 2.228 6.111 7.952 8.399 12.763 0.484 0.715 0.938 0.484 0.715 0.902 1.688 1.938 0.484 0.715 0.938 0.484	$\begin{array}{c} 0.787\\ 0.787\\ 0.787\\ 0.787\\ 0.787\\ 0.787\\ 0.626\\ 0.$	$\begin{array}{c} 29000. & 0.0\\ 29000. & $	0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117 0000117	
	ER RESISTANCES					
BOTTOM TOP ELEV ELEV ft ft	COMP TENS	DIAGON COMP kip	ALS HOF TENS COMF kip kip		INT BRACING COMP TENS kip kip	
275.0       280.0         260.0       275.0         255.0       260.0         235.0       240.0         235.0       240.0         220.0       235.0         215.0       220.0         200.0       215.0	31.48         48.15           82.52         100.35           82.52         100.35           254.38         274.95           254.38         274.95           254.38         274.95	10.74 1 10.74 1 14.32 1 14.32 1	7.16       5.82         7.16       0.00         0.74       8.46         0.74       0.00         4.32       10.95         4.32       0.00         7.16       5.82         7.16       5.82         7.16       5.82	$\begin{array}{cccc} 0 & 0.00 \\ 5 & 8.46 \\ 0 & 0.00 \\ 5 & 10.95 \\ 0 & 0.00 \\ 2 & 5.82 \\ 0 & 0.00 \end{array}$	$\begin{array}{cccccc} 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \\ 0.00 & 0.00 \end{array}$	
			Page	1		

20-4204-TJH-R1

					20	-4204-TJI	1-R1		
180.0	200.0	254.38	274.95	5.63	5.63	0.00	0.00	0.00	0.00
160.0	180.0	309.64	327.10	5.14	5.14	0.00	0.00	0.00	0.00
140.0	160.0	309.64	357.75	7.46	7.46	0.00	0.00	0.00	0.00
120.0	140.0	358.08	378.00	10.34	10.34	0.00	0.00	0.00	0.00
100.0	120.0	334.65	378.00	6.98	6.98	0.00	0.00	0.00	0.00
80.0	100.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00
20.0	40.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
0.0	20.0	507.33	576.00	12.68	12.68	0.00	0.00	0.00	0.00

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

105 mph Ultimate wind with no ice. Wind Azimuth: 00

PL - 0

MAST LOADING

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LOAD TYPE	ELEV	APPLYLO RADIUS	ADAT AZI	LOAD AZI	FORCES	DOWN	MOME	NTS TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
с с с	275.0 255.0 245.0 235.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	6.32 3.89 3.86 3.82	4.80 2.40 2.40 2.40	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$
	$\begin{array}{c} 280.0\\ 275.0\\ 275.0\\ 260.0\\ 260.0\\ 255.0\\ 245.0\\ 245.0\\ 245.0\\ 245.0\\ 245.0\\ 245.0\\ 240.0\\ 235.0\\ 220.0\\ 235.0\\ 220.0\\ 205.0\\ 220.0\\ 205.0\\ 220.0\\ 200.0\\ 120.0\\ 180.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 140.0\\ 120.0\\ 120.0\\ 100.0\\ 100.0\\ 100.0\\ 90.0\\ 80.0\\ 80.0\\ 80.0\\ 60.0\\ 60.0\\ \end{array}$	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 180.0\\ 180.0\\ 42.0\\ 40.9\\ 42.0\\ 40.9\\ 40.9\\ 40.9\\ 40.2\\ 20.2\\ 22.3\\ 60.2\\ 20.$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.06\\ 0.08\\ 0.08\\ 0.10\\ 0.11\\ 0.11\\ 0.11\\ 0.11\\ 0.13\\ 0.13\\ 0.12\\ 0.12\\ 0.12\\ 0.12\\ 0.12\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.14\\ 0.14\\ 0.14\\ 0.14\\ 0.14\\ 0.15\\$	$\begin{array}{c} 0.04\\ 0.04\\ 0.04\\ 0.08\\ 0.07\\ 0.08\\ 0.07\\ 0.07\\ 0.08\\ 0.15\\ 0.14\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.13\\ 0.14\\ 0.16\\ 0.18\\ 0.20\\ 0.20\\ 0.19\\ 0.19\\ 0.28\\$	$\begin{array}{c} 0.00\\ 0.03\\ 0.03\\ 0.03\\ 0.03\\ 0.04\\ 0.04\\ 0.04\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.07\\ 0.07\\ 0.07\\ 0.07\\ 0.07\\ 0.07\\ 0.10\\ 0.09\\ 0.12\\ 0.11\\ 0.14\\ 0.13\\ 0.16\\ 0.14\\ 0.17\\ 0.17\\ 0.17\\ 0.17\\ 0.17\\ 0.17\\ 0.19\\ 0.18\\ 0.20\\ 0.23\\ \end{array}$	0.00 0.05 0.05 0.05 0.07 0.08 0.07
D D D D D	40.0 40.0 20.0 20.0 0.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	12.3 10.8 11.3 10.0 10.4	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	0.15 0.15 0.14 0.13 0.14	0.31 0.31 0.32 0.32 0.33	0.22 0.25 0.24 0.27 0.26	0.06 0.05 0.06 0.05 0.05

2(	0-4	42	04·	-T.	JH-	-R1
----	-----	----	-----	-----	-----	-----

105 mph Ultimate wind with no ice. Wind Azimuth: 00

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft		LOAD AZI	FORCES HORIZ kip	DOWN kip	VERTICAL	TORSNAL ft-kip	
с ссс с	275.0 255.0 245.0 235.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	6.32 3.89 3.86 3.82	$3.60 \\ 1.80 \\ 1.80 \\ 1.80 \\ 1.80 $	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	
			20.2 22.3 17.6 19.2 15.8 16.7 14.2 14.9 12.9 13.5 11.8 12.3 10.8 11.3 10.0 10.4		0.06 0.08 0.08 0.10 0.11 0.11 0.11 0.12 0.12 0.12 0.12		0.10 0.09 0.12 0.11 0.13 0.12 0.15 0.14 0.16 0.15 0.17 0.17 0.19 0.18 0.20 0.20		
LUADI	ING CUND	AU AU	=======				/========		;==

30 mph wind with 1.5 ice. Wind Azimuth: 00

PL - 0

PL - 0

MAST LOADING

LOAD TYPE	ELEV	APPLYLO RADIUS	ADAT AZI	LOAD AZI	FORCE	S DOWN	MOME	NTS
1176	ft	ft	~~1	~~1	kip	kip	ft-kip	ft-kip
c	275.0	0.00	0.0	0.0	1.55	12.22	0.00	0.00
С	255.0	0.00	0.0	0.0	0.43	6.08	0.00	0.00
С	245.0	0.00	0.0	0.0	0.42	6.07	0.00	0.00
C	235.0	0.00	0.0	0.0	0.42	6.05	0.00	0.00
D	280.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	275.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	275.0	0.00	42.0	0.0	0.01	0.20	0.12	0.01
D	260.0	0.00	42.0	0.0	0.01	0.20	0.12	0.01
D	260.0	0.00	42.0	0.0	0.02	0.27	0.12	0.01
D	255.0	0.00	42.0	0.0	0.02	0.27	0.12	0.01
		0.00		2.0				

					20 4	204_730 01		
	$\begin{array}{c} 255.0\\ 245.0\\ 245.0\\ 240.0\\ 240.0\\ 235.0\\ 235.0\\ 220.0\\ 215.0\\ 215.0\\ 215.0\\ 210.0\\ 205.0\\ 200.0\\ 195.0\\ 190.0\\ 195.0\\ 190.0\\ 195.0\\ 190.0\\ 190.0\\ 195.0\\ 190.0\\ 195.0\\ 190.0\\ 195.0\\ 190.0\\ 190.0\\ 195.0\\ 190.0\\ 100.0\\ 10$	0.00 0.00	42.00 42.00		0.01 0.01 0.01 0.02	204-TJH-R1 0.26 0.28 0.28 0.38 0.35 0.35 0.35 0.35 0.35 0.35 0.35 0.35	0.18 0.222 0.2225 0.2255 0.2555 0.2555 0.2555 0.2555 0.255555 0.255555 0.255555 0.255555 0.255555 0.255555 0.255555 0.255555 0.2555555 0.2555555 0.25555555555	$\begin{array}{c} 0.01\\ 0.00\\ 0.01\\ 0.00\\ 0.01\\ 0.00\\ 0.01\\ 0.00\\$
D D D D D D D D D	60.0 60.0 40.0 20.0 20.0 10.0 10.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	13.5 11.8 12.3 10.8 11.3 10.0 10.0 10.4	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.02 0.02 0.02 0.02 0.02 0.01 0.01 0.01	0.59 0.63 0.63 0.64 0.58 0.58 0.58 0.59	0.66 0.74 0.72 0.78 0.76 0.41 0.41 0.67	0.01 0.01 0.01 0.00 0.01 0.00 0.00 0.00
D	0.0	0.00	10.4	0.0	0.01	0.59	0.67	0.00

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MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
280.0	0.74 AD	1.24 т	0.84 1	0.00 A
275.0	2.48 1	3.21 n	0.07 BB	0.00 A
270.0	11.16 k	3.47 D	0.05 N	0.00 A
265.0	19.04 k	3.61 n	0.16 B	0.00 A
260.0	27.38 k	4.22 k	1.68 A	0.00 A
255.0	39.77 k	6.01 V	0.27 в	0.00 A
250.0	54.16 k	6.21 n	0.02 y	0.00 A
245.0	70.44 k	8.30 V	0.28 A	0.00 A
240.0			2.29 A	0.00 A
			D	A one

			20-4204	-TJH-R1
235.0	90.34 k		0.30 A	0.00 A
230.0	114.58 k		0.07 AC	
225.0	140.22 k	10.93 n	0.35 A	0.00 A
	167.28 k	11.28 D		
220.0	184.56 k	4.50 k	1.81 AC	
215.0	194.21 k		0.38 A	
210.0	200.56 k	3.87 k	0.05 A	0.00 A
205.0	208.10 k		0.25 A	0.00 A
200.0	213.89 k		0.07 A	0.00 A
195.0	220.27 k		0.18 A	0.00 A
190.0	225.62 k		0.11 A	0.00 A
185.0	231.32 k	3.49 U	0.14 A	0.00 A
180.0	237.08 k	 3.79 m	0.11 A	0.00 A
173.3			0.15 A	0.00 A
166.7	243.96 k		0.10 A	0.00 A
160.0	250.16 k		0.12 A	0.00 A
153.3	256.50 k		0.08 A	0.00 A
146.7	262.43 k		0.10 A	0.00 A
140.0	268.46 k		0.07 A	0.00 A
133.3	274.24 k	4.06 C	0.15 A	0.00 A
126.7	280.10 k	4.22 U	0.06 A	0.00 A
120.0	285.90 k	4.38 U	0.10 A	0.00 A
110.0	293.07 k	4.92 U	0.13 A	0.00 A
100.0	301.71 k	5.07 U	0.08 A	0.00 A
90.0	310.18 k	5.27 U	0.00 A	0.00 A
	318.46 k	5.45 U		
80.0	326.74 k	5.67 U	0.07 A	0.00 A
70.0	334.96 k	5.87 U	0.06 A	0.00 A
60.0	343.14 k	6.09 U	0.06 A	0.00 A
50.0	351.29 k	6.32 U	0.06 A	0.00 A
40.0	359.43 k		0.05 A	0.00 A
30.0	367.53 k		0.05 A	0.00 A
20.0	375.57 k		0.00 k	0.00 A
10.0	383.51 k	7.09 U	0.05 A	0.00 A
0.0			0.00 A	0.00 A

# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
280.0			-0.84 T	0.00 A

			20-4204	-TJH-R1
275.0	-0.83 в	-1.22 1	-0.02 AJ	0.00 A
270.0	-5.44 T	-3.27 D	-0.03 AP	0.00 A
265.0	-14.49 S	-3.43 n	-0.11 AD	0.00 A
	-22.44 S	-3.71 V		0.00 A
260.0	-31.09 S	-4.45 s	-1.52 AC	
255.0	-45.65 S	-5.94 n	-0.21 AD	0.00 A
250.0	-60.39 s	-6.26 V	-0.03 g	0.00 A
245.0	-78.63 S	-8.35 V	-0.23 AC	0.00 A
240.0	-99.04 s	-9.02 s	-2.15 AC	0.00 A
235.0	-125.94 S	-10.64 AF	-0.26 AC	0.00 A
230.0	-152.16 S	-11.03 D	-0.08 A	0.00 A
225.0	-180.33 S	-11.24 D	-0.31 AC	0.00 A
220.0	-198.07 S	-4.77 S	-2.01 A	0.00 A
215.0			-0.35 AC	0.00 A
210.0	-208.70 S	-3.95 k	-0.04 AC	0.00 A
205.0	-215.37 S	-4.06 S	-0.23 AC	0.00 A
200.0	-223.68 S	-3.56 m	-0.07 AC	0.00 A
195.0	-229.93 S	-3.75 U	-0.17 AC	0.00 A
190.0	-237.02 S	-3.40 C	-0.10 AC	0.00 A
185.0	-242.90 S	-3.65 U	-0.13 AC	0.00 A
180.0	-249.28 S	-3.38 AE	-0.10 AC	0.00 A
173.3	-255.75 s	-3.97 U	-0.13 AC	0.00 A
166.7	-263.64 S	-3.76 U	-0.09 AC	0.00 A
160.0	-270.75 S	-3.97 U	-0.10 AC	0.00 A
153.3	-278.12 S	-3.89 U	-0.07 AC	0.00 A
	-285.05 S	-4.09 U		
146.7	-292.17 S	-4.08 U	-0.09 AC	0.00 A
140.0	-299.03 S	-4.31 U	-0.06 AC	0.00 A
133.3	-306.06 S	-4.40 U	-0.14 AC	0.00 A
126.7	-313.06 S	-4.54 U	-0.05 AC	0.00 A
120.0	-321.68 S	-5.21 U	-0.09 AC	0.00 A
110.0	-332.07 S	-5.34 U	-0.12 AC	0.00 A
100.0	-342.56 S	-5.52 U	-0.07 AC	0.00 A
90.0	-353.14 S	 -5.72 U	-0.06 AC	0.00 A
80.0	-363.76 S	-5.92 U	-0.06 AC	0.00 A
70.0	-374.38 S	-6.12 U	-0.05 AC	0.00 A
60.0			-0.05 AC	0.00 A
50.0	-385.04 S	-6.34 U	-0.05 AC	0.00 A
40.0	-395.76 S	-6.56 U	-0.05 AC	0.00 A
30.0	-406.52 S	-6.79 U	-0.04 AC	0.00 A
20.0	-417.29 S	-6.97 U	0.00 AC	0.00 A
	-428.05 S	-7.14 U		

		20-4204	-TJH-R1
10.0		-0.04 AC	0.00 A
	-438.72 S -7.34 U		
0.0		0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

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MAST	LE	G COMPRE	SSION - FORCE/		LEG TENS	ION FORCE/
ELEV	MAX COMP	COMP RESIST	RESIST RATIO	MAX TENS	TENS RESIST	RESIST
280.00	0.83	31.48	0.03	0.74	48.15	0.02
275.00	5.44	31.48	0.05	2.48	48.15	0.02
270.00	14.49	31.48	0.46	11.16	48.15	0.03
265.00	22.44	31.48	0.40	19.04	48.15	0.23
260.00						
255.00	31.09	82.52	0.38	27.38	100.35	0.27
250.00		82.52		39.77	100.35	0.40
245.00	60.39	82.52	0.73	54.16	100.35	0.54
240.00	78.63	82.52	0.95	70.44	100.35	0.70
235.00	99.04	254.38	0.39	90.34	274.95	0.33
230.00	125.94	254.38	0.50	114.58	274.95	0.42
225.00	152.16	254.38	0.60	140.22	274.95	0.51
220.00	180.33	254.38	0.71	167.28	274.95	0.61
215.00	198.07	254.38	0.78	184.56	274.95	0.67
210.00	208.70	254.38	0.82	194.21	274.95	0.71
205.00	215.37	254.38	0.85	200.56	274.95	0.73
200.00	223.68	254.38	0.88	208.10	274.95	0.76
195.00	229.93	254.38	0.90	213.89	274.95	0.78
	237.02	254.38	0.93	220.27	274.95	0.80
190.00	242.90	254.38	0.95	225.62	274.95	0.82
185.00	249.28	254.38	0.98	231.32	274.95	0.84
180.00	255.75	309.64	0.83	237.08	327.10	0.72
173.33	263.64	309.64	0.85	243.96	327.10	0.75
166.67	270.75	309.64	0.87	250.16	327.10	0.76
160.00	278.12	309.64	0.90	256.50	357.75	0.72
153.33	285.05	309.64	0.92	262.43	357.75	0.73
146.67	292.17	309.64	0.94	268.46	357.75	0.75
140.00	299.03	358.08	0.84	274.24	378.00	0.73
133.33	306.06	358.08	0.85	280.10	378.00	0.74
126.67	313.06	358.08	0.87	285.90	378.00	0.76
120.00	321.68	334.65	0.96	293.07	378.00	0.78
110.00	332.07	334.65	0.90	301.71	378.00	0.80
100.00	342.56	507.33	0.55	310.18	457.90	0.68
90.00					457.90	
	353.14	507.33	0.70	318.46	437.90	0.70 Page 7
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80.00						
70.00	363.76	507.33	0.72	326.74	457.90	0.71
	374.38	507.33	0.74	334.96	457.90	0.73
60.00	385.04	507.33	0.76	343.14	457.90	0.75
50.00	395.76	507.33	0.78	351.29	457.90	0.77
40.00	406.52	507.33	0.80	359.43	457.90	0.78
30.00	417.29	507.33	0.82	367.53	457.90	0.80
20.00	428.05	507.33	0.84	375.57	576.00	0.65
10.00	438.72	507.33	0.86	383.51	576.00	0.67
0.00						

# FORCE/RESISTANCE RATIO IN DIAGONALS

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MAST		G COMPRE	FORCE/		DIAG TEN	FORCE/
ELEV ft	MAX COMP	COMP RESIST	RESIST RATIO	MAX TENS	TENS RESIST	RESIST RATIO
280.00	1.22	7.16	0.17	1.24	7.16	0.17
	3.27	7.16	0.46	3.21	7.16	0.45
270.00	3.43	7.16	0.48	3.47	7.16	0.48
265.00	3.71	7.16	0.52	3.61	7.16	0.50
260.00	4.45	10.74	0.41	4.22	10.74	0.39
255.00	5.94	10.74	0.55	6.01	10.74	0.56
250.00	6.26	10.74	0.58	6.21	10.74	0.58
245.00	8.35	10.74	0.78	8.30	10.74	0.77
240.00	9.02	14.32	0.63	8.70	14.32	0.61
235.00	10.64	14.32	0.74	10.76	14.32	0.75
230.00	11.03	14.32	0.77	10.93	14.32	0.76
225.00	11.24		0.78	11.28	14.32	0.70
220.00	4.77	7.16	0.67	4.50	7.16	0.63
215.00			0.55			
210.00	3.95	7.16		4.12	7.16	0.58
205.00	4.06	7.16	0.57	3.87	7.16	0.54
200.00	3.56	7.16	0.50	3.69	7.16	0.51
195.00	3.75	5.63	0.67	3.59	5.63	0.64
190.00	3.40	5.63	0.60	3.52	5.63	0.62
185.00	3.65	5.63	0.65	3.49	5.63	0.62
180.00	3.38	5.63	0.60	3.49	5.63	0.62
	3.97	5.14	0.77	3.79	5.14	0.74
173.33	3.76	5.14	0.73	3.77	5.14	0.73
166.67	3.97	5.14	0.77	3.78	5.14	0.74
160.00	3.89	7.46	0.52	3.84	7.46	0.52
153.33	4.09	7.46	0.55	3.88	7.46	0.52
146.67	4.08	7.46	0.55	4.00	7.46	0.54
140.00						

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133.33 -		10.34			10.34	0.39		
126 67 -	4.40	10.34	0.43	4.22	10.34	0.41		
120.00 -	4.54	10.34	0.44	4.38	10.34	0.42		
	5.21	6.98	0.75	4.92	6.98	0.70		
110.00 -	5.34	6.98	0.77	5.07	6.98	0.73		
100.00 -	5.52	12.53	0.44	5.27	12.53	0.42		
90.00 -	5.72	12.53 12.53	0.46	5.45	12.53	0.44		
	5.92	10.73	0.55	5.67	10.73	0.53		
70.00 -	6.12	10.73	0.57	5.87	10.73	0.55		
	6.34		0.47	6.09	13.43	0.45		
	6.56	13.43	0.49	6.32	13.43	0.47		
40.00 -	6.79	14.31	0.47	6.54	14.31	0.46		
30.00 -	6.97	14.31	0.49	6.75	14.31	0.47		
20.00 -	7.14	12.68	0.56	6.96	12.68	0.55		
10.00 -	7.34	12.68	0.58	7.09	12.68	0.56		
0.00 -								
		JAL FOUNDA						
		LOAD	COMPONE	NTS		_	TOTAL	
NORT		EAST	D	OWN	UPLIF	г	SHEAR	
36.7	'1 S	28.35 e	443	.41 S	-386.87	7 k	36.71 S	
ΜΔΧΤΜΙΙΜ		DADS ON FO		N : (kiu	o&kin-	ft)		
NORTH	HORIZON	TAL TOTAL	DOWN		( DRTH		ING T TOTAL	ORSION
Nokim	EAST	@ 0.0				LAJI	@ 0.0	
58.5 AC	46.0 b	58.5	157.7	984	40.9 S	8124.2	9840.9 S	35.2 AR
AC	U	AC	BJ		3	U	3	AK
Latticed	Tower /	Analysis (	Unguved				ymast Inc. 416	
2		license a	at:					
Sabre To		d Poles					4 jan 2020 at	: 15:36:06
*****	******	*******	******	******	******	******	*****	*****
		*********	Jeivi	ce Load	Conditio		**************	
* Some wi	nd loads	s may have	e been d	erived	from ful	l-scale w	wind tunnel te	sting
LOADING								
		no ice. V	ind Azi	muth · O				PL - 0
oo mpri wi		no ice. v	TIN AZI					

### 20-4204-TJH-R1

MAST	LOADING
=====	

LOAD TYPE	ELEV ft	APPLYLOAD. RADIUS ft	.AT LOAD AZI AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
с с с с	275.0 255.0 245.0 235.0		0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	2.17 1.33 1.32 1.31	4.00 2.00 2.00 2.00	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	$\begin{array}{c} 280.0\\ 275.0\\ 275.0\\ 260.0\\ 245.0\\ 245.0\\ 245.0\\ 245.0\\ 245.0\\ 240.0\\ 220.0\\ 205.0\\ 200.0\\ 200.0\\ 200.0\\ 200.0\\ 180.0\\ 180.0\\ 180.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 160.0\\ 100.0\\ 200.0\\ 20.0\\ 20.0\\ 0.0\\ 0.0\\ 0.0\\ $	$\begin{array}{c} 0.00 & 18 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 3 \\ 0.00 & 4 \\ 0.00 & 4 \\ 0.00 & 2 \\ 0.00 & 2 \\ 0.00 & 2 \\ 0.00 & 2 \\ 0.00 & 2 \\ 0.00 & 1 \\ 0.00 & 0 \\ 0.0$	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	0.02 0.03 0.03 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.04 0.05	0.03 0.04 0.04 0.06 0.07 0.07 0.12 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.11 0.12 0.11 0.11 0.11 0.14 0.15 0.16 0.23 0.24 0.26 0.26 0.27 0.27	$\begin{array}{c} 0.00\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.09\\ 0.07\\ 0.10\\ 0.10\\ 0.12\\ 0.12\\ 0.113\\ 0.12\\ 0.15\\ 0.14\\ 0.15\\ 0.14\\ 0.15\\ 0.15\\ 0.14\\ 0.15\\ 0.18\\ 0.17\\ 0.19\\ 0.21\\ 0.20\\ 0.23\\ 0.22\end{array}$	0.00 0.02 0.02 0.03 0.02

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	DEF NORTH	LECTIONS (f	t) DOWN	TILTS NORTH	(DEG) EAST	TWIST DEG
	Nokim	LAST	DOWN	NORTH	LAST	DLG
280.0	1.755 S	- <b>1.</b> 541 J	0.018 S	0.901 s	-0.814 J	-0.104 P
275.0	1.677 S	- <b>1.471</b> J	0.017 S	0.902 S	-0.815 J	-0.104 P
270.0	1.597 S	-1.399 J	0.017 S	0.898 S	-0.811 J	-0.104 P
265.0	1.518 S	-1.328 J	0.016 S	0.884 S	-0.798 J	-0.103 P
260.0	1.442 S	-1.258 J	0.015 S	0.861 S	-0.776 J	-0.102 P
255.0	1.366 S	-1.191 J	0.014 S	0.846 S	-0.761 J	-0.101 P
250.0	1.293 S	-1.125 )	0.014 S	0.823 S	-0.739 J	-0.099 P
245.0	1.221 S	-1.060 ]	0.013 s	0.793 S	-0.710 J	-0.097 P
240.0	1.153 S	-0.999 J	0.012 S	0.753 S	-0.673 J	-0.094 P
235.0	1.087 S	-0.940 J	0.012 S	0.735 S	-0.656 J	-0.092 P
230.0	1.023 S	-0.883 J	0.011 s	0.712 S	-0.634 J	-0.089 P
225.0	0.960 s	-0.827 J	0.011 S	0.683 S	-0.608 J	-0.086 P
220.0	0.901 s	-0.774 J	0.010 S	0.650 S	-0.576 J	-0.082 P
215.0	0.844 S	-0.724 J	0.010 s	0.615 S	-0.544 J	-0.075 P
210.0	0.792 S	-0.678 J	0.010 s	0.582 S	-0.514 J	0.069 h
205.0	0.742 S	-0.634 J	0.009 s	0.550 S	-0.484 J	0.063 h
200.0	0.695 S	-0.593 J	0.009 s	0.520 s	-0.457 ]	0.058 h
195.0	0.650 s	-0.553 ]	0.008 5	0.491 S	-0.430 ]	0.053 h
190.0	0.608 S	-0.517 ]	0.008 S	0.464 S	-0.405 J	0.049 h
185.0	0.568 S	-0.482 J	0.008 S	0.437 S	-0.380 J	0.044 h
180.0	0.530 s	-0.450 ]	0.008 5	0.411 s	-0.357 J	0.040 h
173.3	0.483 5	-0.409 ]	0.007 S	0.385 S	-0.333 J	0.037 h
166.7	0.439 S	-0.371 J	0.007 S	0.360 s	-0.311 J	0.033 h

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				20-4204-ТЈН	-R1	
160.0	0.398 S	-0.336 J	0.007 S	0.336 S	-0.290 J	0.030 h
153.3	0.360 S	-0.303 J	0.006 S	0.313 S	-0.269 J	0.028 h
146.7	0.324 S	-0.273 J	0.006 S	0.291 S	-0.249 J	0.025 h
140.0	0.291 S	-0.244 J	0.006 S	0.269 S	-0.230 J	0.023 h
133.3	0.261 S	-0.218 J	0.005 s	0.249 S	-0.213 J	0.021 h
126.7	0.233 s	-0.195 J	0.005 s	0.230 s	-0.196 J	0.019 h
120.0	0.207 S	-0.172 J	0.005 s	0.211 S	-0.179 J	0.017 h
110.0	0.171 S	-0.142 J	0.004 s	0.183 S	-0.155 J	0.015 h
100.0	0.141 s	-0.117 J	0.004 s	0.156 S	-0.132 J	0.013 h
90.0	0.115 s	-0.095 J	0.004 S	0.139 S	-0.117 J	0.011 h
80.0	0.091 S	-0.075 J	0.003 S	0.122 S	-0.103 J	0.010 h
70.0	0.071 S	-0.058 J	0.003 S	0.106 s	-0.089 J	0.008 h
60.0	0.053 S	-0.043 J	0.003 S	0.090 s	-0.076 J	0.007 h
50.0	0.038 s	-0.031 J	0.002 s	0.074 s	-0.062 J	0.006 h
40.0	0.025 s	-0.020 J	0.002 s	0.059 s	-0.049 J	0.005 h
30.0	0.015 s	-0.012 J	0.001 S	0.044 s	-0.037 J	0.003 h
20.0	0.008 S	-0.006 J	0.001 S	0.029 S	-0.024 J	0.002 h
10.0	0.002 S	-0.002 J	0.000 s	0.014 s	-0.012 J	0.001 h
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

# MAXIMUM TENSION IN MAST MEMBERS (kip)

.

ELEV ft	LEGS	DIAG	HORIZ	BRACE
280.0	0.23 т	 0.43 т	0.29 в	0.00 A
275.0	0.23 T	1.09 E	0.03 н	0.00 A
270.0	2.81 A	1.03 E	0.02 Z	0.00 A
265.0	5.55 A	1.20 D	0.07 в	0.00 A
260.0	8.39 A	1.21 V 1.41 A	0.63 A	0.00 A
255.0	12.04 A	2.08 V	0.11 в	0.00 A
250.0	16.97 A	2.08 V 2.13 D	0.00 o	0.00 A
245.0	22.05 A	2.15 U 2.85 V	0.11 A	0.00 A
240.0	28.86 A	2.85 V 2.95 A	0.83 A	0.00 A
235.0	36.49 A	3.74 V	0.12 A	0.00 A
230.0	45.29 A	3.74 V	0.02 s	0.00 A
225.0	43.29 A 54.44 A	3.90 V	0.13 A	0.00 A
220.0	60.37 A	1.50 A	0.55 s	0.00 A
215.0	63.48 A		0.14 A	0.00 A
210.0	65.64 A	1.43 S	0.02 A	0.00 A
205.0	68.07 A	1.31 A 1.29 U	0.10 A	0.00 A
200.0			0.03 A	0.00 A
195.0	70.00 A 72.08 A	1.23 C 1.23 U	0.07 A	0.00 A
190.0	72.08 A 73.84 A	1.23 U	0.04 A	0.00 A
185.0	75.69 A	1.20 C	0.05 A	0.00 A
180.0	77.56 A	1.22 0 1.31 C	0.04 A	0.00 A
173.3		1.31 C	0.05 A	0.00 A
166.7	79.75 A		0.04 A	0.00 A
160.0	81.73 A	1.31 C	0.04 A	0.00 A
153.3	83.73 A	1.35 U	0.03 A	0.00 A
146.7	85.61 A	1.35 C	0.04 A	0.00 A
	87.50 A	1.40 U		

			20-4204	4-TJH-R1
140.0			0.03 A	0.00 A
1 7 7 7	89.31 A	1.42 C	0.00.	0 00 4
133.3	91.13 A	1.48 U	0.06 A	0.00 A
126.7	JI.IJ A	1.40 0	0.02 A	0.00 A
	92.92 A	1.54 U		
120.0			0.04 A	0.00 A
110.0	95.17 A	1.73 U	0.05 A	0.00 A
110.0	97.89 A	1.79 U	0.03 A	0.00 A
100.0			0.03 A	0.00 A
	100.47 A	1.86 U		
90.0	102 01 4	1 02 11	0.03 A	0.00 A
80.0	102.91 A	1.93 U	0.03 A	0.00 A
00.0	105.33 A	2.01 U	0.03 A	0.00 A
70.0			0.02 A	0.00 A
<b>co</b> o	107.75 A	2.08 U	0.02	
60.0	110.13 A	2.16 U	0.02 A	0.00 A
50.0	110.15 A	2.10 0	0.02 A	0.00 A
30.0	112.48 A	2.24 U	0.02 A	0.00 A
40.0			0.02 A	0.00 A
20.0	114.82 A	2.32 U	0 00 0	0.00.
30.0	117.14 A	2 40 11	0.02 A	0.00 A
20.0	11/.14 A	2.40 0	0.00 A	0.00 A
	119.42 A	2.47 U		
10.0			0.02 A	0.00 A
0.0	121.68 A	2.52 U	0.00 A	0.00.4
0.0			0.00 A	0.00 A

# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
280.0			-0.29 т	0.00 A
275.0	-0.30 в	-0.42 в	0.00 A	0.00 A
	-2.68 T	- <b>1.14</b> E		
270.0	-5.88 S	-1.17 V	-0.01 H	0.00 A
265.0	-8.60 S	-1 21 D	-0.02 T	0.00 A
260.0			-0.46 S	0.00 A
255.0	-11.61 S	-1.58 S	-0.05 T	0.00 A
	-17.16 S	-2.03 D		
250.0	-22.26 5	-2.17 V	-0.01 I	0.00 A
245.0			-0.06 S	0.00 A
240.0	-28.99 S	-2.89 D	-0.69 S	0.00 A
235.0	-36.07 S	-3.16 S	-0.08 S	0.00 A
	-45.96 S	-3.64 D		
230.0	-55.03 s	-3.83 V	-0.03 A	0.00 A
225.0			-0.10 s	0.00 A
220.0	-64.92 S	-3.87 D	-0.76 A	0.00 A
215.0	-71.09 S	-1.70 S	-0.11 s	0.00 A
	-74.98 S	-1.34 A		
210.0	-77.33 s	-1.43 s	-0.01 S	0.00 A
205.0			-0.07 s	0.00 A
200.0	-80.37 S	-1.22 C	-0.02 s	0.00 A
195.0	-82.62 S	-1.32 U	-0.05 s	0.00 A
193.0	-85.23 S	-1.18 C	-0.05 5	0.00 A

190.0			20-4204 -0.03 s	-TJH-R1 0.00 A
185.0	-87.37 S	-1.28 U	-0.04 s	0.00 A
180.0	-89.73 S	-1.17 U	-0.03 S	0.00 A
173.3	-92.11 S	-1.40 U	-0.04 s	0.00 A
166.7	-95.08 s	-1.31 U	-0.03 s	0.00 A
160.0	-97.74 S	-1.40 U	-0.03 S	0.00 A
153.3	-100.52 s	-1.37 U	-0.02 s	0.00 A
146.7	-103.15 s	-1.44 U	-0.03 s	0.00 A
140.7	-105.85 S	-1.43 U	-0.03 S	0.00 A
133.3	-108.47 S	-1.52 U	-0.02 S	0.00 A
	-111.17 s	-1.55 U		
126.7	-113.86 S	-1.60 U	-0.02 s	0.00 A
120.0	-117.16 S	-1.85 U	-0.03 s	0.00 A
110.0	-121.15 s	-1.90 U	-0.04 S	0.00 A
100.0	-125.25 s	-1.97 U	-0.02 S	0.00 A
90.0	-129.47 s	-2.04 U	-0.02 S	0.00 A
80.0	-133.70 s	-2.12 U	-0.02 S	0.00 A
70.0	-137.95 s	-2.19 U	-0.02 s	0.00 A
60.0	-142.22 S	-2.28 U	-0.01 S	0.00 A
50.0	-146.55 s	-2.35 U	-0.01 S	0.00 A
40.0	-150.89 s	-2.44 U	-0.01 s	0.00 A
30.0	-155.25 s	-2.49 U	-0.01 s	0.00 A
20.0	-159.61 S	-2.56 U	0.00 s	0.00 A
10.0	-163.95 S	-2.63 U	-0.01 S	0.00 A
0.0			0.00 A	0.00 A

# MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

.

	LOADC	MPONENTS		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
13.50 s	10.51 e	165.87 S	-122.59 A	13.50 S

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

	ORIZONTA	L	DOWN		OVERTURNIN	G	TORSION
NORTH	EAST @	TOTAL 0.0		NORTH	EAST	TOTAL @ 0.0	
20.5 S	-16.2 J	20.5 S	56.4 S	3439.2 S	-2850.2 J	3439.2 S	12.1 h

## DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

280' S3TL Series HD1 HORVATH COMMUNICATIONS INC Piney Road, KY (20-4204-TJH-R1) 01/24/20 REI

Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)	387 443 37		
Ultimate Bearing Pressure Bearing Φs Bearing Design Strength (ksf)	<b>27.6</b> 0.75 20.7		
Water Table Below Grade (ft) Bolt Circle Diameter (in) Top of Concrete to Top	999 13.25		
of Bottom Threads (in) Pier Diameter (ft) Ht. Above Ground (ft)	65.125 6 0.5	Minimum Pier Diameter (ft)	2.44
Pier Length Below Ground (ft) Rebar Quantity	23.5		
Rebar Diameter (in) Rebar Area (in²)	1.27 22.80	Minimum Area of Steel (in²)	20.36
Rebar Spacing (in) Tie Diameter (in) Tie Spacing (in)	11.07 0.5 12		
f'c (ksi) fy (ksi)	4.5		
Unit Wt. of Concrete (kcf) Volume of Concrete (yd <sup>3</sup> )	0.15 25.13		

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	Ult. Skin Friction (Uplift)	γ (kcf)
3	0.00	0.00	0.11
10	0.75	0.75	0.11
25	1.20	1.20	0.11
			+
		······································	_
			-
		······	
Length to Ignore Download (ft)	0		

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

Download:			
$\Phi_s$ , Download Friction	0.75		
Q <sub>f</sub> , Skin Friction (kips)	404.3	W <sub>s</sub> (kips)	73.1
Q <sub>b</sub> , End Bearing Strength (kips)	780.4	W <sub>c</sub> (kips)	101.8
Download Design Strength (kips)	888.5	Factored Net Download (kips)	477.4
Uplift (skin friction):	0.75	l	
$\Phi_{\rm s}$ , Uplift	0.75		
Q <sub>f</sub> , Skin Friction (kips)	404.3		
W <sub>c</sub> (kips)	101.8		
W <sub>w</sub> (kips)	0.0		
Uplift Design Strength (kips)	394.9	Factored Uplift (kips)	387.0
Uplift (cone):			
W <sub>s,cone</sub> (kips)	828.9		
W <sub>w.cone</sub> (kips)	0.0		
W <sub>c</sub> (kips)	101.8		
W <sub>w.cvl</sub> (kips)	0.0		
Uplift Design Strength (kips)	837.6	Factored Uplift (kips)	387.0
	1001.0	<b>T</b> 4:>	
Design Tensile Strength (kips)	1231.3	Tu (kips)	387.0
Shear:			
φV <sub>n</sub> (kips)	383.0	V <sub>u</sub> (kips)	37.0
$\phi V_c = \phi 2(1 + N_u / (500 A_a)) f'_c^{1/2} b_w d (kips)$	383.0		
V <sub>s</sub> (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	1112.8
Maximum Spacing (in)	6.50	(Only if Shear Ties are Required)	
		*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Bolt Pull-Out:			
$\phi P_{c} = \phi \lambda(2/3) f'_{c}^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	613.1	P <sub>u</sub> (kips)	387.0
Rebar Development Length (in)	36.89	Required Development Length (in)	N/A
Condition	1 is OK, 0 Fails		
Download	1		
Uplift	1		
Area of Steel	1		
Shear			
Anchor Bolt Pull-Out Interaction Diagram	1		
interaction Diagram	· · · · · · · · · · · · · · · · · · ·		

### MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

280' S3TL Series HD1 HORVATH COMMUNICATIONS INC Piney Road, KY (20-4204-TJH-R1) 01/24/20 REB

Overall Loads: Factored Moment (ft-kips) Factored Axial (kips) Factored Shear (kips) Individual Leg Loads: Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)	9840.86 157.74 58.47 387.00 443.00 37.00	Tower eccentric from mat (ft)	=2.25
Width of Tower (ft) Ultimate Bearing Pressure Bearing Φs	27 10.00 0.75	Allowable Bearing Pressure (ksf) Safety Factor	5.00 2.00
Bearing Design Strength (ksf)	7.5	Max. Factored Net Bearing Pressure (ksf)	4.01
Water Table Below Grade (ft)	999		
Width of Mat (ft)	33	Minimum Mat Width (ft)	32.89
Thickness of Mat (ft) Depth to Bottom of Slab (ft)	<u>1.75</u> 6		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top	10.20		
of Bottom Threads (in)	65.125		
Diameter of Pier (ft)	2.5	Minimum Pier Diameter (ft)	2.44
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	2.22
Ht. of Pier Below Ground (ft)	4.25		
Quantity of Bars in Mat	64		
Bar Diameter in Mat (in)	interest interest		
Area of Bars in Mat (in <sup>2</sup> )	50.27		
Spacing of Bars in Mat (in)	6.17	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	12		
Bar Diameter in Pier (in)	1.27		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in <sup>2</sup> )	15.20	Minimum Pier $A_s$ (in <sup>2</sup> )	3.53
Spacing of Bars in Pier (in)	5.62	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 (yd <sup>3</sup> )	73.17		

MAT FOUNDATION DESIGN BY SA	BRE TOWERS	& POLES (CONTINUED)	
Two-Way Shear:			
Average d (in)	17		
φv <sub>c</sub> (ksi)	0.228	v <sub>u</sub> (ksi)	0.193
$\phi v_{\rm c} = \phi (2 + 4/\beta_{\rm c}) f_{\rm c}^{1/2}$	0.342	u ( e )	
$\phi v_c = \phi (\alpha_s d/b_0 + 2) f'_c^{1/2}$	0.380		
$\varphi v_c = \varphi (\alpha_s \omega D_0 + 2) r_c$ $\varphi v_c = \varphi 4 f_c^{1/2}$			
	0.228		
Shear perimeter, b <sub>o</sub> (in)	145.83		
β <sub>c</sub>	1		
Stability:			
Overturning Design Strength (ft-k) [ One-Way Shear:	12528.2	Factored Overturning Moment (ft-k)	10220.9
φV <sub>c</sub> (kips)	767.7	V <sub>u</sub> (kips)	502.7
Pier Design:			
Design Tensile Strength (kips)	820.9	Tu (kips)	387.0
φV <sub>n</sub> (kips)	40.1	V <sub>u</sub> (kips)	37.0
$\phi V_c = \phi 2(1 + N_u / (500 A_g)) f'_c^{1/2} b_w d$	0.0		
V <sub>s</sub> (kips)	47.1	*** $V_{s} max = 4 f'_{c}^{1/2} b_{w} d$ (kips)	193.2
Maximum Spacing (in)	12.00	(Only if Shear Ties are Required)	100.1
Actual Hook Development (in)	16.00	Reg'd Hook Development I <sub>dh</sub> (in)	15.90
	10.00	*** Ref. ACI 11.5.5 & 11.5.6.3	10.00
Anchor Bolt Pull-Out:			
$\phi P_{c} = \phi \lambda(2/3) f'_{c}^{1/2}(2.8 A_{SLOPE} + 4 A_{FLAT})$	106.6	P <sub>u</sub> (kips)	387.0
Pier Rebar Development Length (in)	57.89	Required Length of Development (in)	26.78
Flexure in Slab:		···· ··· ··· ··· ··· ··· ··· · · · · ·	
φM <sub>n</sub> (ft-kips)	3620.1	M <sub>u</sub> (ft-kips)	3571.3
a (in)	1.99		
Steel Ratio	0.00747		
β1	0.825		
Maximum Steel Ratio (pt)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	87.76	Required Development in Pad (in)	13.03
75° Vu 17			
	1 is OK, 0 Fails		
Minimum Mat Width	1		
Maximum Soil Bearing Pressure	1		
Pier Area of Steel	1		
Pier Shear Two-Way Shear	1		
Overturning	1		
Anchor Bolt Pull-Out	1		
Flexure	1		
Steel Ratio	1		
Length of Development in Pad	1		
Interaction Diagram	1		
One-Way Shear	1		
Hook Development	1		
Minimum Mat Depth	1		

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EXHIBIT E



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

Aeronautical Study No. 2019-ASO-20673-OE

Issued Date: 08/19/2019

Network Regulatory Cellco Partnership 5055 North Point Pkwy NP2NE Network Engineering Alpharetta, GA 30022

### **\*\* 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 LV Piney Road - C (2514592)
Location:	Corbin, KY
Latitude:	36-57-02.59N NAD 83
Longitude:	84-09-12.73W
Heights:	1179 feet site elevation (SE)
-	285 feet above ground level (AGL)
	1464 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 02/19/2021 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.

Page 1 of 5

(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-20673-OE.

Signature Control No: 409654977-414781691 Angelique Eersteling Technician

(DNE)

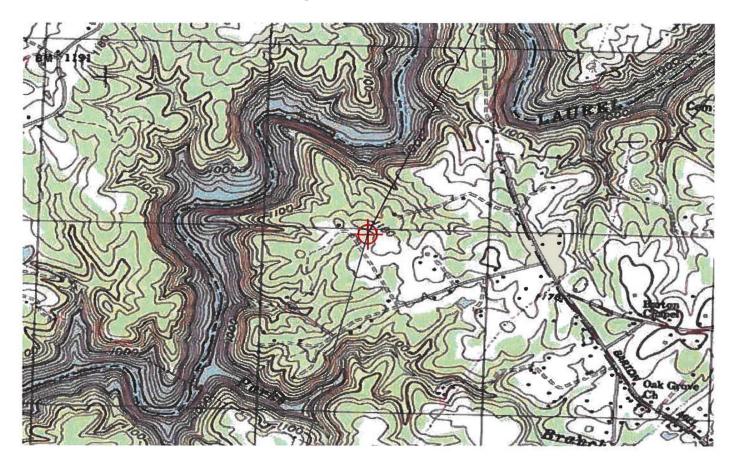
Attachment(s) Frequency Data Map(s)

cc: FCC

# Frequency Data for ASN 2019-ASO-20673-OE

LOW	HIGH	FREQUENCY	EDD	ERP
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	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	824	MHz	500	Ŵ
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1990	MHz	1640	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
27500	28350	MHz	75	dBm
29100	29250	MHz	75	dBm
31000	31225	MHz	75	dBm
31225	31300	MHz	75	dBm
51663	51500	171112	15	aDili

Verified Map for ASN 2019-ASO-20673-OE



# TOPO Map for ASN 2019-ASO-20673-OE

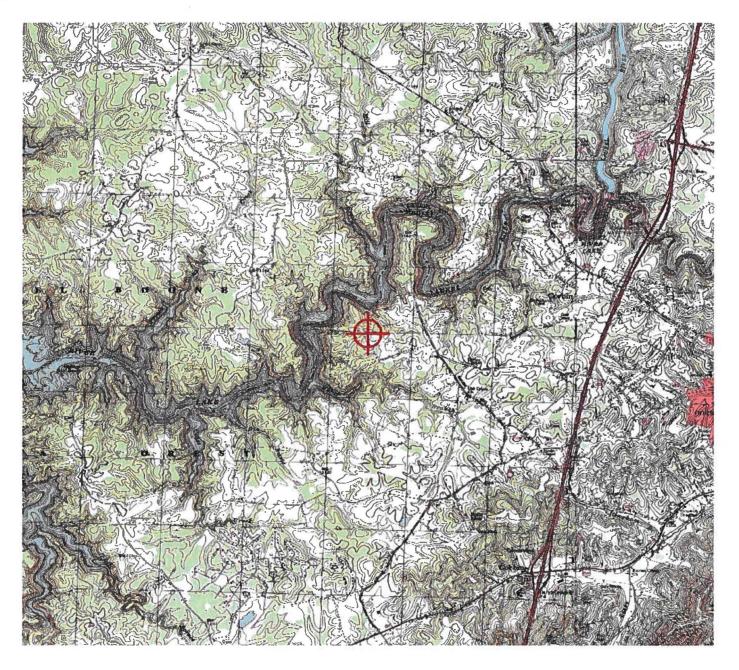


EXHIBIT F



KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN Governor 421 Buttermilk Pike Covington, KY 41017 www.transportation.ky.gov 859-341-2700

### **CONSTRUCTION/ALTERATION STATUS REPORT**

October 24, 2019

AERONAUTICIAL STUDY NUMBER: AS-118-LOZ-2019-101

Verizon Wireless (2) Verizon Wireless Tennessee 5055 North Point Pkwy, NP2NE Alpharetta, GA 30022

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on October 24, 2019. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 421 Buttermilk Pike, Covington, KY, 41017. 859-341-2700.

STRUCTURE:Antenna TowerLOCATION:Corbin, KYCOORDINATES:36° 57' 2.59" N / 84° 9' 12.73" WHEIGHT:285' AGL / 1464'AMSL

CONSTRUCTION/ALTERATION STATUS

- 1. The project ( ) is abandoned. ( ) is not abandoned.
- 2. Construction status is as follows: Structure reached its greatest height of \_\_\_\_\_\_ft. AGL \_\_\_\_\_\_ft. AMSL on \_\_\_\_\_\_(date).

Type of obstruction lighting.

As built coordinates.

Miscellaneous Information.

DATE \_\_\_\_\_

SIGNATURE/TITLE\_\_\_\_\_



An Equal Opportunity Employer M/F/D



### **KENTUCKY AIRPORT ZONING COMMISSION**

MATTHEW BEVIN Governor 421 Buttermilk Pike Covington, KY 41017 www.transportation.ky.gov 859-341-2700

October 24, 2019

APPROVAL OF APPLICATION

APPLICANT: Verizon Wireless (2) Verizon Wireless Tennessee 5055 North Point Pkwy, NP2NE Alpharetta, GA 30022

SUBJECT: AS-118-LOZ-2019-101

STRUCTURE:Antenna TowerLOCATION:Corbin, KYCOORDINATES:36° 57' 2.59" N / 84° 9' 12.73" WHEIGHT:285' AGL/1464'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 285'AGL/ 1464'AMSL Antenna Tower near Corbin, KY 36° 57' 2.59" N / 84° 9' 12.73" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.

John Houlihan

John Houlihan Administrator



An Equal Opportunity Employer M/F/D

# EXHIBIT G

Date: January 17, 2020

POD Job Number: 19-40385

## **GEOTECHNICAL REPORT**

LV PINEY ROAD 36° 57' 02.59" N 84° 09' 12.73" W

Owens Lane, Corbin, KY 40701

Prepared For:



**Prepared By:** 



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



January 17, 2020

Mr. Mike Rerecich Verizon Wireless 2421 Holloway Road Louisville, KY 40299

 Re: Geotechnical Report – PROPOSED 280' SELF-SUPPORT TOWER w/ 5' LIGHTNING ARRESTOR Site Name: LV PINEY ROAD
 Site Address: Owens Lane, Corbin, Whitley County, Kentucky Coordinates: N36\* 57' 02.59", W84\* 09' 12.73"
 POD Project No. 19-40385

Dear Mr. Rerecich:

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

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

Cordially,

Max Patter

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

Copies submitted:

(3) Mr. Mike Rerecich



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

Geotechnical Report	LV PINEY ROAD January 17, 2020
LETTER OF TRANSMITTAL <u>TABLE OF CONTENTS</u>	
	<u>Page</u>
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2. PROJECT CHARACTERISTICS	1
3. SUBSURFACE CONDITIONS	1
4. FOUNDATION DESIGN RECOMMENDATIONS	2
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## APPENDIX

BORING LOCATION PLAN BORING LOGS SOIL SAMPLE CLASSIFICATION

**Geotechnical Report** 

LV PINEY ROAD January 17, 2020

### Geotechnical Report PROPOSED 280' SELF-SUPPORT TOWER w/ 5' LIGHTNING ARRESTOR Site Name: LV PINEY ROAD Owens Lane, Corbin, Whitley County, Kentucky N36" 57' 02.59", W84" 09' 12.73"

#### 1. PURPOSE AND SCOPE

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by drilling three borings and to evaluate this data with respect to foundation concept and design for the proposed tower. Also included is an evaluation of the site with respect to potential construction problems and recommendations dealing with quality control during construction.

### 2. PROJECT CHARACTERISTICS

Verizon is proposing to construct a self-support tower and either an equipment shelter, slab or platform at N36<sup>\*</sup> 57' 02.59", W84<sup>\*</sup> 09' 12.73", Owens Lane, Corbin, Whitley County, Kentucky. The site is located in an open field near a tree line at the end of Owens Lane and south of Laurel River Lake in a rural area northwest of Corbin. The proposed lease area will be 10,000 square feet and will be accessed by a short access road running from Owens Lane northeast to the site. The proposed elevation at the tower location is about EL 1179 and there is about 12-feet of change in elevation across the proposed lease area. The proposed tower location is shown on the Boring Location Plan in the Appendix.

### 3. SUBSURFACE CONDITIONS

The subsurface conditions were explored by drilling three test borings near the base of the proposed tower. The Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the Lower Pennsylvanian age Corbin Sandstone member of the Grundy Formation. The formation is non-karst.

The borings encountered between 3 and 4 inches of topsoil at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low plasticity. The SPT N-values in the clay soil were between 3 and 15 blows per foot (bpf) generally indicating a soft to stiff consistency. The boring encountered highly weathered sandstone below the silty clay at about 3 feet. The borings met with auger refusal at depths ranging from 4.4 to 10.4 feet in the highly weathered sandstone. Auger refusal is defined as the depth at which the boring can no longer be advanced using the

Geotechnical Report

LV PINEY ROAD January 17, 2020

current drilling method.

The refusal material was cored in Boring B-1 from 10.4 to 25.4 feet below the ground surface. Sandstone that was soft to moderately hard, weathered, coarse grained, and reddish brown to tan was encountered. The recoveries of the cores were 23, 55 and 17 percent with RQD values of 0, 7 and 0 percent. These values generally represent very poorquality rock from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated the boring to be dry. It must be noted, however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary but will fluctuate seasonally.

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 2018 Kentucky Building Code, the site class is considered "C". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

### 4. FOUNDATION DESIGN RECOMMENDATIONS

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain us to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

We recommend that the geotechnical engineer be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

#### 4.1. Proposed Tower

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

**Geotechnical Report** 

LV PINEY ROAD January 17, 2020

### 4.1.1. Drilled Piers

The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types and were not directly measured. The all values provided are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 25 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0-3	3 - 10	10-25
Ultimate Bearing Pressure (psf)		16,600	27,600
C Undrained Shear Strength, psf	500	3,000	5,000
Ø Angle of Internal Friction degrees	0	0	0
Total Unit Weight, pcf	120	120	135
Soil Modulus Parameter k, pci	30	750	750
Passive Soil Pressure,		2,000 +	3,350 +
psf/one foot of depth		40(D-3)	45(D-10)
Side Friction, psf		750	1200

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

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

#### 4.1.2. Mat Foundation

The tower could be supported on a common mat foundation bearing on the sandstone bedrock at least 4 feet in depth can be designed using a net allowable bearing pressure of 5,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. The friction value can be increased

**Geotechnical Report** 

LV PINEY ROAD January 17, 2020

to 0.32 between the concrete and bedrock. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

The mat must to found only on bedrock. Soil pockets should be removed and replaced with a free draining, angular stone if needed.

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

### 4.2. Equipment Platform

An equipment platform may be supported on shallow piers bearing in the sandstone bedrock at about 4 feet and designed for a net allowable soil pressure of 4,500 pounds per square foot. All existing soil should be removed beneath footings.

#### 4.3. Equipment Slab

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

### 4.4. Equipment Building

If an equipment building support on a slab is chosen in place of the equipment platform, it may be supported on shallow spread footings bearing in the highly weathered sandstone and designed for a net allowable soil pressure of 4,500 pounds per square foot.

The footings should be at least ten inches wide. The spread footings must found on bedrock not soil. Soil pockets can be removed and replaced with a small, angular, free draining stone.

Floor slabs must be supported on at least 4-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help

#### **Geotechnical Report**

LV PINEY ROAD January 17, 2020

distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 4 in. of granular material is placed below the slab, a modulus of subgrade reaction (k) of 110 lbs/cu.in. can be used for design of the floor slabs.

## 4.5. Drainage and Groundwater Considerations

Good site drainage must be provided. Surface run-off water should be drained away from the tower and platform and not allowed to pond. It is recommended that all foundation concrete be placed the same day the excavation is made.

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

## 5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer, or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

#### 5.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- Make provisions for ground water removal from the drilled shaft excavation. While groundwater was not encountered during the soil drilling, some significant seepage may be encountered. The drilled pier contractor should have pumps on hand to remove water from the drilled pier.
- Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole

#### **Geotechnical Report**

LV PINEY ROAD January 17, 2020

is leveled, cleaned of any mud or extraneous material, and dewatered.

- Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion in the drilled shaft.
- The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

## 5.2 Fill Compaction

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

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

#### 5.3 Construction Dewatering

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

If groundwater is encountered in the drilled pier excavations, it may be difficult to dewater since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the termie method.

**Geotechnical Report** 

LV PINEY ROAD January 17, 2020

#### 6 FIELD INVESTIGATION

Three soil test borings were drilled near the base of the existing tower. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in all test borings. The borings encountered auger refusal at depths between 4.4 and 10.4 feet. A rock core of the refusal material was taken in Boring B-1 from 4.4 to 10.4 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring logs are included in the Appendix along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs present visual descriptions of the soil strata encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

#### 7 WARRANTY AND LIMITATIONS OF STUDY

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. POD Group is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

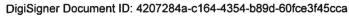
A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the logs. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

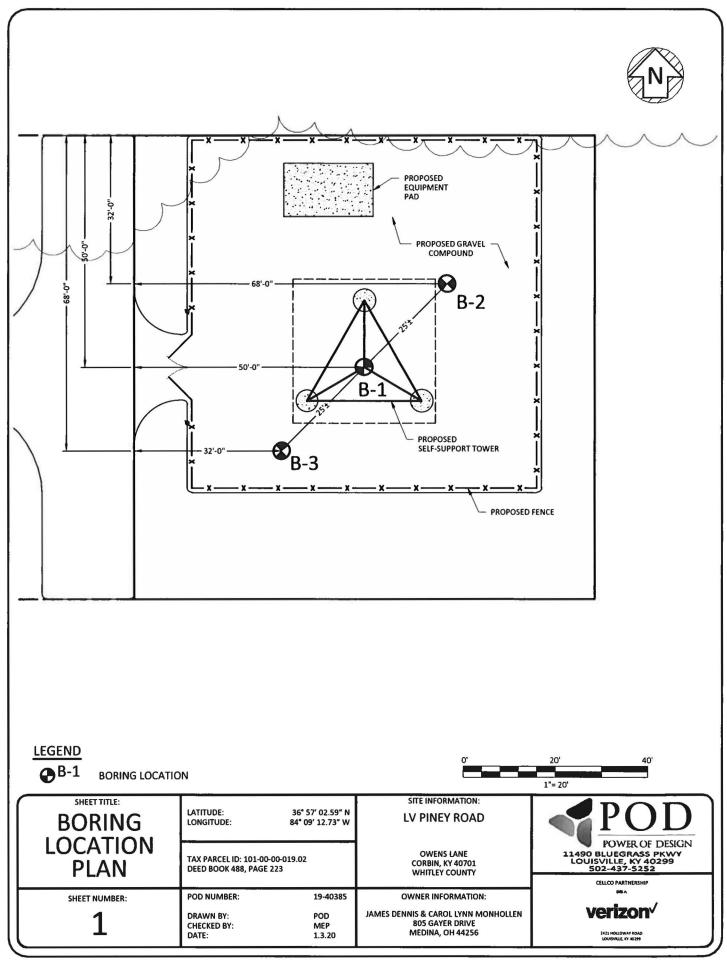
The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

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# APPENDIX

BORING LOCATION PLAN BORING LOGS SOIL SAMPLE CLASSIFICATION





DigiSigner Document ID: 4207284a-c164-4354-b89d-60fce3f45cca

		P POV	<b>OD</b> VER OF DESIGN				Вог	ring I	.og	0		Borin Page	1 of 1	
Pro	ject:	LV Pine	ey Road				<u> </u>	City,	Stat	e	L	Corbi	in, KY	
lethod:		H.S.A.	Boring Date:		10-Jan-	20		Locatio	on: Pr	oposed	Tower			
side Diame	eter: 4"		Drill Rig Type:		D-50			Hamn	ner Ty	/pe: Au	to			
roundwat								Weat						
iller: Stra	ata Gro	up, LLC	Note:	Abou	ut 3 inches	ofte	opsoil were en	countere	d at th		groun	d surface	e.	
From (ft)	To (ft)	Mate	rial Description		Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive
0.2	3.0	<u> </u>	soft to medium stiff, moist	, ////	0 - 1.5	ss	1, 1, 2	16	3,			18%	0.0	
		browr	, trace fine sand		1.5 - 3	SS	3, 4, 6	12	10,			24%		
3.0	10.4	SANDSTONE - I	nighly weathered, reddish brown		4 - 5.5	SS	50,	4	50,					
					6.5 - 8	SS	50,	2	50,					
	9.0	- light tan			9 - 10.5	ss	50,	1	50,					
10.4	25.4		soft to moderately hard, se grained, reddish brown to tan		10.4-15.4	RC		14		0%				
				the strength when	20.4-25.4	RC RC		33		7%				
		Boring Ter	minated at 25.4 feet		20.4-25.4	RC	đ	10		0%				

	JOGUM		<b>P</b>	WER OF DESIGN	9140	<del></del>		Воі	ring l	log				1 of 1	
	Proje	ect:	LV Pine	ey Road					City,	Stat	e		Corb	in, KY	
Metho	d:		H.S.A.	Boring Date:		10-Jan	-20		Locatio	on: P	roposed	Tower	r		
Inside [				Drill Rig Type:	-	D-50					ype: Au	uto			
Groun Driller			oup, LLC	Note:	Abou	it 4 inche	s of te	opsoil were en	Weat		e existin	groun	d surfac	 e.	
<u> </u>					Γ	r	T		<u> </u>		1				
	From (ft)	To (ft)	Mate	rial Description		Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive
$\left  \right $	0.3	3.0		L) - soft to medium stiff, own, trace fine sand		0 - 1.5 1.5 - 3	SS SS	2, 1, 2 2, 4, 11		3, 15,			17% 19%		
	3.0	5.2	SANDSTONE - H	highly weathered, reddish brown		4 - 5.5	ss	50,		50,					
			Auger f	Refusal at 5.2 feet											

<del>signor</del>	<del>Docum</del>		P	WER OF DESIGN	<del>0140</del>			Во	ring	Log	5			1 of 1	
	Proj	ect:	LV Pin	ey Road					City	/, Sta	te	la	Corb	in, KY	
Meth	od:		H.S.A.	Boring Date:		10-Jan	20		Loca	tion: F	ropose	d Tower	•		
	Diame	A.16.1		Drill Rig Type:		D-50					ype: A	uto			
	ndwate	-	up, LLC	Note:	Abou	it 3 inche	s of t	opsoil were ei		ther:	ne existir	ne groun	d surfac		
Г						1	T		T		T				<u> </u>
	From (ft) 0.2	To (ft) 2.5	SILTY CLAY (C	rial Description CL) - soft to medium stiff,		(ft) (ft)	🞖 Sample Type	2 '1' '2' '2' '2' '2' '2' '2' '2' '2' '2	91 Recovery (in)	ب SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	52 Moisture % Content (%)	% Fines (clay & silt)	Unconfined Compressive
				own, trace fine sand		1.5 - 3	SS	3, 3, 8	12	11,			15%		
	2.5	4.4	SANDSTONE - I	highly weathered, reddish brown		4 - 5.5	SS	50,		50,					

# DigiSigner Document ID: 4207284a-c164-4354-b89d-60f e3145 CF E CLASSIFICATION

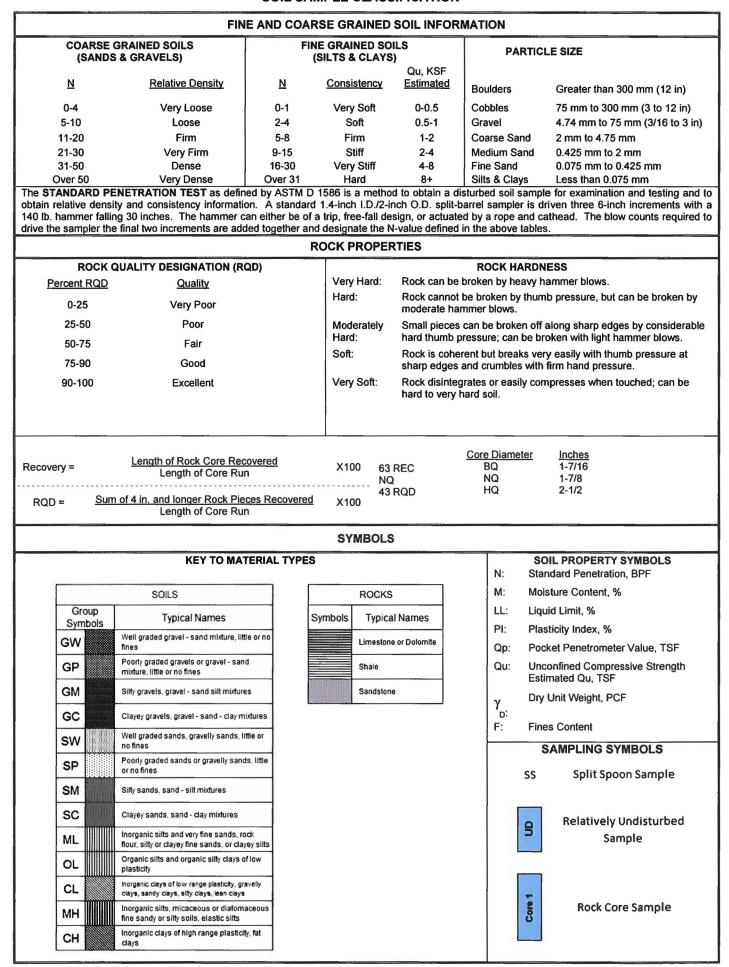


EXHIBIT H

# **DIRECTIONS TO WFC SITE:**

**FROM WHITLEY COUNTY FISCAL COURT**: 200 MAIN ST #2, WILLIAMSBURG, KY 40769: HEAD SOUTHWEST ON MAIN ST TOWARD N 3RD ST (184 FEET). TURN LEFT ONTO S 3RD ST (282 FEET). TURN LEFT AT THE 1ST CROSS STREET ONTO CUMBERLAND AVE (0.2 MILES). TURN LEFT ONTO HWY 25 N (1.8 MILES). TURN LEFT TO STAY ON HWY 25 N (2.0 MILES). TAKE THE RAMP ONTO I-75 N (9.0 MILES). TAKE EXIT 25 FOR US-25W TOWARD CORBIN (0.3 MILES). TURN RIGHT ONTO HWY 25 N (1.1 MILES). TURN LEFT ONTO STATE HWY 1259/SCU (1.3 MILES). TURN LEFT ONTO STATE HWY 1259/STATE HWY 727 (0.3 MILES). TURN RIGHT ONTO STATE HWY 1259 (1.3 MILES). TURN LEFT ONTO INCLINE RD (0.4 MILES). TURN RIGHT ONTO STATE HWY 1259 (1.3 MILES). SITE WILL BE LOCATED ON RIGHT (EAST) SIDE OF ROAD.



PREPARED BY: POWER OF DESIGN GROUP, LLC - (502) 437-5252

# EXHIBIT I

SITE NAME: LV Piney Road SITE NUMBER: ATTY/DATE

4

#### LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_\_\_ day of <u>August</u> 2019, between James Dennis and Carol Lynn Monhollen, Husband and Wife, and both Ohio residents with a mailing address of 805 Gayer Drive, Medina, Ohio 44256, hereinafter collectively designated LESSOR, and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

#### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. <u>GRANT</u>. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment and facility ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at approximately 0 Incline Road, Corbin, Kentucky 40701 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and consists of a 100' x 100' lease area, approximately ten thousand (10,000) square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. <u>INITIAL TERM</u>. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for five (5) years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment once the new tower has been completed. LESSOR and LESSEE agree that they shall acknowledge, in writing, the Commencement Date once construction of the telecommunications facility has commenced.

3. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

## 4. RENTAL.

(a). Rental payments shall begin on the <u>Commencement Date</u> and be due at a total annual rental of to be paid in equal monthly installments of the month, in advance, to LESSOR at 805 Gayer Drive, Medina, Ohio 44256 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until sixty (60) days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). The annual rental shall increase by two percent (2%) of the previous year's rent on each anniversary of the Commencement Date, as defined herein.

5. <u>ACCESS</u>. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 30 foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. <u>CONDITION OF PROPERTY</u>. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use, clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. <u>IMPROVEMENTS</u>. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. <u>GOVERNMENT APPROVALS</u>. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. <u>TERMINATION</u>. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The LESSOR agrees that at their own cost and expense, they will maintain commercial liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction in any one occurrence. The LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

## 13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (330) 416-7962, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. <u>REMOVAL AT END OF TERM</u>. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. <u>HOLDOVER</u>. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. <u>RIGHT OF FIRST REFUSAL</u>. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. <u>RIGHTS UPON SALE</u>. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. <u>LESSOR'S TITLE</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. <u>ASSIGNMENT</u>. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest; (ii) any entity which directly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. <u>NOTICES</u>. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	James and Carol Monhollen 805 Gayer Drive Medina, Ohio 44256
LESSEE:	Cellco Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. <u>DEFAULT</u>. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. <u>REMEDIES</u>. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. <u>ENVIRONMENTAL</u>. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. <u>CASUALTY</u>. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. <u>CONDEMNATION</u>. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation. 27. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

## 28. <u>TAXES</u>.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. <u>NON-DISCLOSURE</u>. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. <u>MOST FAVORED LESSEE</u>. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar

tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

MISCELLANEOUS. This Agreement contains all agreements, promises and understandings 31. between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

Drahan WITNESS

WITNESS

LESSOR:

mus W. Montieller

James Dennis Monhollen

07-05-2019 Date:

Carol & mark

Carol Lynn Monhollen

Date: 7-5-2019

LESSEE: CELLCO PARTNERSHIP d/b/a Verizon Wireless By: Ed Maher Director - Network Field Engineering Its: Date:

## EXHIBIT "A"

### DESCRIPTION OF PROPERTY

A CERTAIN TRACT OF LAND IN CORBIN, WHITLEY COUNTY, KENTUCKY, ON THE WATERS OF PERKS BRANCH OF LAUREL RIVER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

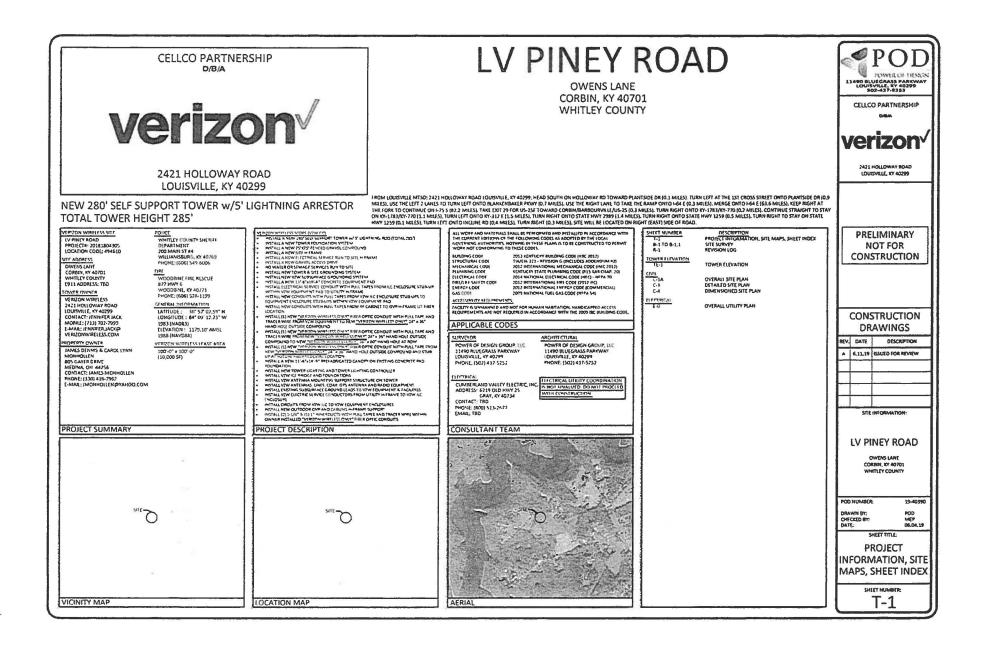
UNLESS STATED OTHERWISE, ANY MONUMENT REFERRED TO HEREIN AS A "REBAR AND CAP" IS A SET ½" DIAMETER REBAR, TWENTY-FOUR INCHES (24") IN LENGTH, WITH A YELLOW PLASTIC CAP STAMPED "B.B.A. P.L.S. #3377". ALL BEARINGS STATED HEREON ARE REFERRED TO THE MAGNETIC MERIDIAN AS OF AUGUST 20, 2007 TAKEN ALONG THE NORTHEASTERLY LINE OF THE PARENT TRACT.

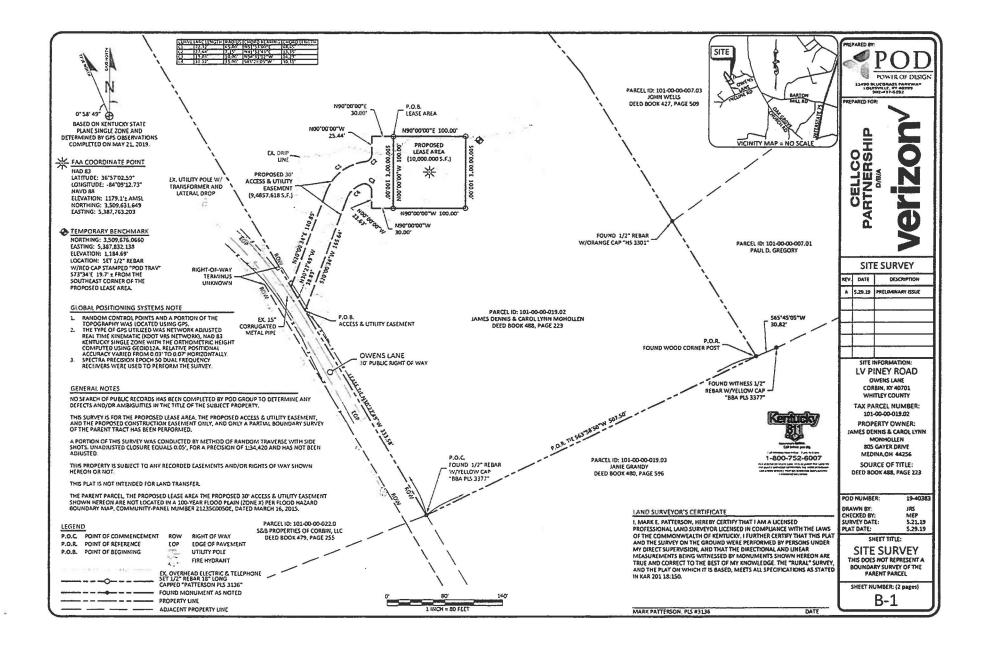
BEGINNING AT A CORNER FENCE POST (FOUND. WOODEN), CORNER TO PAUL D. GREGORY (DB 427, PG 501) AND TRACT #3, BEARING N 71" 40' 44" E, 30.36' TO A 1/2" REBAR AND CAP (WITNESS MONUMENT), THENCE LEAVING SAID GREGORY TRACT AND RUNNING WITH SAID TRACT #3 S 69" 13' 27" W, 507.SO' TO A 1/2" REBAR AND CAP, SAID REBAR LOCATED 3.17' SOUTHWEST OF A FENCE AND IN THE RIGHT-OF-WAY OF OWENS LANE; THENCE LEAVING SAID TRACT #3 AND RUNNING WITH SAID LANE ALONG SAID FENCE N 25" 13' IS" W, 1,183.32' TO A 1 1/2" PIPE W/CAP, (FOUND, PROPERTY CORNER, LRL, 1974 REG. PUB. SUR. NO. 317), SAID PIPE CORNER TO THE UNITED STATES OF AMERICA(DB 233, PG 327, LRL TRACT #915); THENCE LEAVING SAID LANE AND RUNNING WITH SAID AMERICA TRACT ALONG SAID FENCE N 22' 21' 36" W, 132.03' TO A 1 1/2" PIPE W/CAP (FOUND, PROPERTY CORNER, LRL, 1974 REG. PUB. SUR. NO. 317); THENCE N 23" 56' 25" E, 392.37' TO A CONCRETE MONUMENT W/CAP (FOUND, CORP. OF ENG., SURVEY MARKER). SAID MONUMENT CORNER TO THE UNITED STATES OF AMERICA (DB 233, PG 337, LRL TRACT #1026); THENCE CONTINUING WITH SAID AMERICA TRACT ALONG SAID FENCE S 35' 07' 51" E, 163.36' TO A CONCRETE MONUMENT (FOUND, CORP. OF ENG., SURVEY MARKER), CORNER TO JOHN WELLS (DB 427, PG SOS); THENCE LEAVING SAID AMERICA TRACT AND RUNNING WITH SAID WELLS TRACT ALONG SAID FENCE S 33' 16' 38" E, 327.45' TO A POINT, SAID POINT LOCATED IN SAID FENCE; THENCE S 35' 55' 34" E, 289.35' TO A 1/2" REBAR AND CAP (FOUND, H.S. 3301), SAID REBAR CORNER TO STEVEN PAUL GREGORY (DB 467, PG 21); THENCE LEAVING SAID WELLS TRACT AND RUNNING WITH SAID GREGORY TRACT ALONG SAID FENCE S 35 59' 25" E, 193.59' TO A METAL POST (FOUND), SAID POST CORNER TO JOHN WELLS (DB 427, PG 509); THENCE LEAVING SAID GREGORY TRACT AND RUNNING WITH SAID WELLS TRACT ALONG SAID FENCE S 34' 14' 06" E, 189.19' TO A 1/2" REBAR AND CAP; THENCE S 26" 15' 56" E, 241.84' TO A 1/2" REBAR AND CAP (FOUND, 3301), SAID REBAR CORNER TO SAID PAUL D. GREGORY TRACT: THENCE LEAVING SAID WELLS TRACT AND RUNNING WITH SAID GREGORY TRACT S 26" 23' 29" E, 222.85' TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 14.678 ACRES AS PER A BOUNDARY SURVEY BY BOBBY B. ANDERSON, PLS # 3377, WITH APPALACHIAN TECHNICAL SERVICES, INC., ON AUGUST 20, 2007.

BEING ALL OF THE SAME PROPERTY CONVEYED TO JAMES DENNIS MONHOLLEN, BY DEED OF CONVEYANCE FROM RAN AND JAMES MONHOLLEN, EXECUTOR OF THE ESTATE OF WILMA MONHOLLEN, DATED NOVEMBER 2, 2007, AND RECORDED IN DEED BOOK 480, PAGE 588, WHITLEY COUNTY COURT CLERK'S OFFICE. FOR FURTHER SOURCE OF TITLE, SEE LAST WILL AND TESTAMENT OF ESTES MONHOLLEN RECORDED IN WILL BOOK 23 PAGE 291, WHITLEY COUNTY COURT CLERK'S OFFICE. FOR FURTHER SOURCE OF TITLE, SEE LAST WILL AND TESTAMENT OF WILMA MONHOLLEN RECORDED IN WILL BOOK 26 PAGE 316, WHITLEY COUNTY COURT CLERK'S OFFICE.

# EXHIBIT "B"

# SITE PLAN OF THE PREMISES





#### TITLE OF COMMITMENT (PARCEL ID: 101-00-00-019.02)

THIS SWAYT DOES NOT CONSTITUTE A TILL SEARCH BY POOL GROUP, LLC, AND AS SUCH VC ARE NOT RESPONDE CON THE INTERFIGURATION OF INDEFENSION TS ASSANCH FOR ASSENTS OF RECORD RECOMMENDED ASSENT CONTAINTS ON WHERE SUP TITLE EVODENCE. UNRECORDED LASSENTIES AUGUSTENTING FASTIMETERS OF RECORDED TO SAUCHTS, OR ANY OTHER FASTS THAT AN ACCULARY AND CURRENT TITLE SEARCH NAY DISCORE. INTERIMATION RECORDING TORMENTS ARE IN REGARD TO SAUD COMMITMENT AND THE NUMBERS IN THE COMMENTS ON MILESS, DATED MAY 3, 2019 AT BOD AND. THE FOLLOWING COMMENTS ARE IN REGARD TO SAUD COMMITMENT AND THE NUMBERS IN THE COMMENTS CORRESPOND TO THE NUMBERING STITUE IN ISAND FOLLOW.

#### SCHEDULE B - SECTION II (EXCEPTIONS)

- UEN FOR 2019 WHITLEY COUNTY TAXES IN THE ESTIMATED AMOUNT OF \$73,76, A ULIN NOT YET DUE AND PAYABLE, (POD GROUP, LLC DID NOT PERFORM A TITLE SEARCH AND THEREFORE COULD NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. THERE APPEARS OF RECORD AN UNRELEASED OIL AND GAS I EASE FROM ESTES MONHOLLEN AND WILMA MONHOLLEN TO HUNTINGTON PRODUCTION CO., INC., DATED FEDRUARY 77, 1995 AND RECORDED MARCH 8, 1995 IN LEASE BOOK 63, PAGE 355, WITH A PRIMARY TEMP OF ONE (I) FARA, PROVIDED THE LEASE IS NO LONGER IN EFFECT, AN AFRICANAT OF NON-PRODUCTION SHOULD RE ODTAINLED FROM THE CURRENT OWNERS AND FILED OF RECORD, (CANNOT DETERMINE IF LEASE AS DESCRIBED IN LEASE BOOK 63, PAGE 355 AFFECTS THE PARDNT PARCEL THE LEASE AREA AND THE ACCESS IL UTLITY EASTHERN TWITHOUT TEDED BOOK 207, PAGE 670-671.)

#### PARENT PARCEL (DEED BOOK 488, PAGE 223)

A CERTAIN TRACT OF LAND IN CORBIN, WHITLEY COUNTY, KENTUCKY, ON THE WATERS OF PERKS BRANCH OF LAUREL RIVER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THE SAME PROPERTY CONVEYED TO JAMES DENNIS MONHOLLEN, BY DEED OF CONVEYARCE FROM RAN AND JAMES MONHOLLEN. EXECUTOR OF THE ESTARE OF WILMA MONHOLLEN, DATED NOVEMBER 2, 2007, AND RECORDED IN DEED BOOK 480, PAGE 588, WHITLEY COUNTY COURT CLERKS DEFACL.

FOR FURTHER SQURCE OF TITLE, SEE LAST WILL AND TESTAMENT OF ESTES MONHOLLEN RECORDED IN WILL BOOK 23 PAGE 291, WHITLEY COUNTY COURT CLERK'S OFFICE.

FOR FURTHER SOURCE OF TITLE, SEE LAST WILL AND TESTAMENT OF WILMA MONHOLLEN RECORDED IN WILL BOOK 26 PAGE 316, WHITLEY COUNTY COURT CLERK'S OFFICE.

#### LEGAL DESCRIPTIONS

#### THE FOLLOWING 5 A DESCRIPTION OF THE PROPOSED LEASE AREA ON THE PROPERTY CONVEYED TO JAMES DENNIS & CAROL LYNN MONHOLLIN AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY IN DEED BOOK 488, PAGE 223, PARCEL ID: 101-00-00-102-02, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IDIADADADUSIC, WININ SI MANT PANINGUARI DISANGED A FORDUSI. BEARING DATUM USED HERING IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD B3, FROM A BEAL TIME KINEMATIC GIORAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MAY 23, 2013

COMMENSION AT A FOUND 1/2" REBAR WITH YELDW CAP "B.B.A. P.L.S. 83777" IN THE EAST RIGHT-OF-WAY UNE OF OWENS LANE AND BEING IN THE SOUTHWEST CORNER OF SAID MONHOULEN PROPERTY AS RECORDED IN DEED BOOK 480, PAGE 23, ALSO BEING THE NORTHWEST CORNER OF SAID MONHOULEN PROPERTY WAS RECORDED IN DEED BOOK 480, PAGE 253, ALSO BEING THE 101-00-00-013/03, FOR REFERENCE SAID REBAR 05 S6735550" W 507, 507 FROM A FOUND WOODEN CORNER FINCE ROST RITHE SOUTHEAST CORNER OF SAID DRIBAR 05 S6735550" W 507, 507 FROM A FOUND WOODEN CORNER FINCE ROST RITHE SOUTHEAST CORNER OF SAID NONHOULEN PROPERTY WOODEN FENEC CORNER FOST BEING S55' S505" W 50.2, 57 FROM A FOUND 1/2" REBAR WITH YELLOW CAP "B.B.A.P.LS. #3777"; THERCE ALONG THE EAST RIGHT OF WAY UNE OF OWENS LANE AND THE WEST UNE OF MONHOULEN, N307749" WILL AND THE WEST LINE OF MONHOULEN, N307749" WILL AND S9; THENCE ALONG THE EAST RIGHT OF WAY UNE OF OWENS LANE AND THE WEST UNE OF MONHOULEN, N307749" WILL AND S9; THENCE ALONG THE EAST RIGHT OF THE RIGHT HAVING AN ARC LENGTH OF 72.3?; WITH A RADDUS OF 56,70; WITH A CHOODE BEANNE OF ASI 3700" E AND A CHORD LINET THA FRANCE OF A AC A CHORD LINGTH OF 11.35; THENCE ALONG THE SAST STOOT E AND A CHORD LINGTH PERAPRISON ACROSS THE CAN AND A CHORD LINGTH OF 11.35; THENCE MONDORY S 46,87; THENCE ALONG THE RARE OF A CHARGE LINGTH PERAPRISON ACROSS THE AND PATIFIKSON TO 51.315; THENCE ALONG OF STOOT S 46,87; THENCE ALONG THE RARE OF A CHORD LINGTH OF 11.35; THENCE NO DOTORY S 46,87; THENCE ALONG THE RARE OF A CHORD LINGTH OF 11.35; THENCE NO DOTORY S 46,87; THENCE ALONG THE RARE OF A CHORD LINGTH OF 11.35; THENCE NO DOTORY S 46,87; THENCE ALONG DITOR, THE PROPERT DE LAND BEAR AND A CHORD LINGTH OF 11.35; THENCE NO DOTORY S 46,87; THENCE ALONG DITORY THE PROPERT AND BEAR AND A CHORD LINGTH OF 11.35; THENCE NO DOTORY S 1000; TO A THE ADDUS OT 100,00; TO A SET PC; THERE AND THE TRUE POINT OF BEGRINING; THENCE NO DOTORY S 1000,00; TO A SET PC; THENCE NO DOTORY S 13.15; THENCE AND TO AS A " STIF C", THE MONTORY S 1000; TO A SET PC; THENCE PSOTORY S 1

#### PROPOSED 30' ACCESS & UTILITY EASEMENT

ROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30" ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JAMES DENNIS & CAROL LYNN MONHOLEN AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KUTUCKY IN DEED BOOK 488, PAGE 232, PARCEL ID: 101-00-00-303, 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 KNEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MAY 21, 2019.

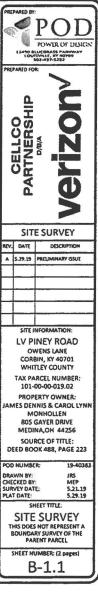
COMMENCING AT A FOUND 1/2" REBAR WITH YELLOW CAP "B.B.A. P.L.S. #3777" IN THE EAST RIGHT-OF-WAY LINE OF OWENS LANE AND BEUNG IN THE SOUTHWEST CORNER OF SAID MONHOULEN PROPERTY AS RECORDED IN DEED BOOK 480; PAGE 323, ALSO BEING THE MORTHWEST CORNER OF SAID MONHOULEN PROPERTY MODOR 18 (ALC CORDED IN DEED BOOK 480; PAGE 325, ALSO BEING THE 101:0-0-0-0180; AON REFERENCES AND REBAR 05 553-53" SOT WS 07, SOF FROM A FOUND WODDIN CORNER FERCE FOST AT THE SOUTHEAST CORNER OF SAID MONHOULEN PROPERTY MODORNER VOCT SEING (SSF 35755" WS 02; SOF SOL AS FOLLOW AND MODINE CORNER OF SEING THE INDER SOUTHEAST CORNER OF SAID MONHOULEN PROPERTY MODORNER VOCT SEING (SSF 35755" WS 02; SOF SOL AS FOLLOWS WODDING CORNER OF SEING THE NOT HILL SOUTHEAST CORNER OF SAID MONHOULEN PROPERTY MODORNER VOCT SEING (SSF 35755" WS 02; SOF SOL AS FOLLOWS AND THE SAID THE SOT THE SOT SEING IN THE SOT SUBJECT OF SOL AS TO SOT AS THE INDER SOT SEING IN SOF SOT SEING ACCOST SEING CORNER OF SEING AFOND THE SAID CORNER VOCT SEING (SSF 35755" WS 02; SOF SOL AS THE SEING AFOND THE LAND THE LAND THE LAND THE LAND THE MEST LINE OF HAWING AN ARC LENGTH OF 72 32; WITH A BADING OF SOC, WITH A CHORD REARING OF NSIT STORTS AND A CHORD LENGTH OF SAID FILENCE ALONG THA ARC 16 A REVERSE CURVE TO THE LETH THAVING AN ARC LENGTH OF 14.0C 16 A REVERSE CURVE TO THE LETH READ THAVING AN ARC LENGTH OF 14.0C 16 A REVERSE CURVE TO THE LETH AND THAVING AN ARC LENGTH OF 13.35". THENCE NOTOTON' 25.44"; THENCE MODOTON' 25.45"; THENCE MODOTON' 25.45"; THENCE MODOTON' 25.45"; THENCE MODOTON' 25.44"; THENCE MODOTON' 25.55"; THENCE MODOTON' 25.55"; THENCE MODOTON' 25.55"; THENCE MODORY 25.55"; THENCE MODOTON' 25.55"; THENCE MODO



L MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPULAYCE, WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKI. FURTHER CERTIFY THAT THIS PLAN AND THE SURVEY ON THE GONDIN OWER 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 GASED, MEETS ALL SPECIFICIANDS AS TATED IN VAR 2013 18:150.

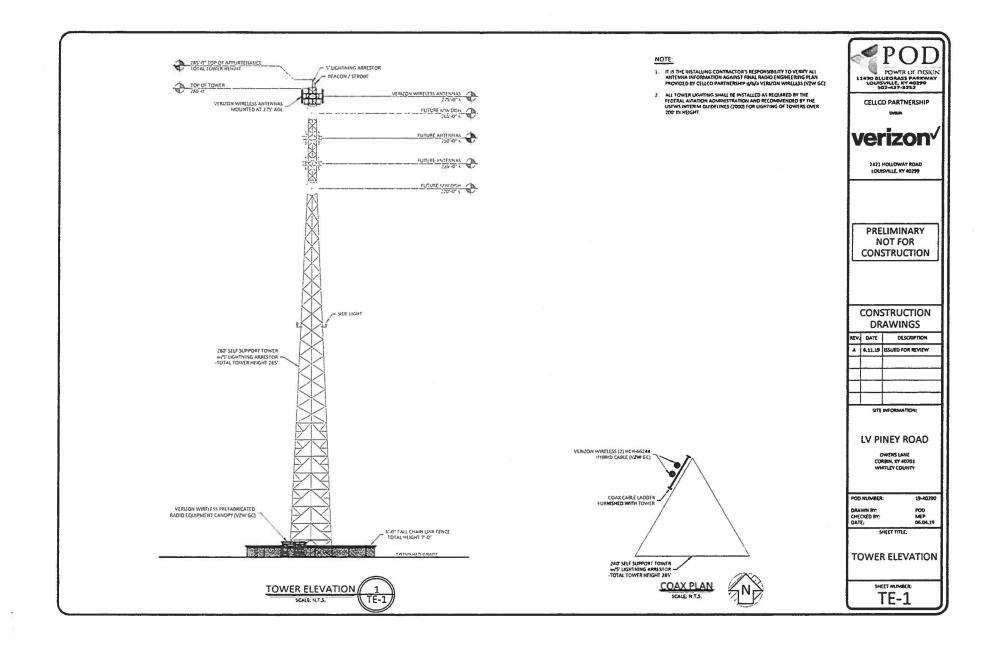
DATE

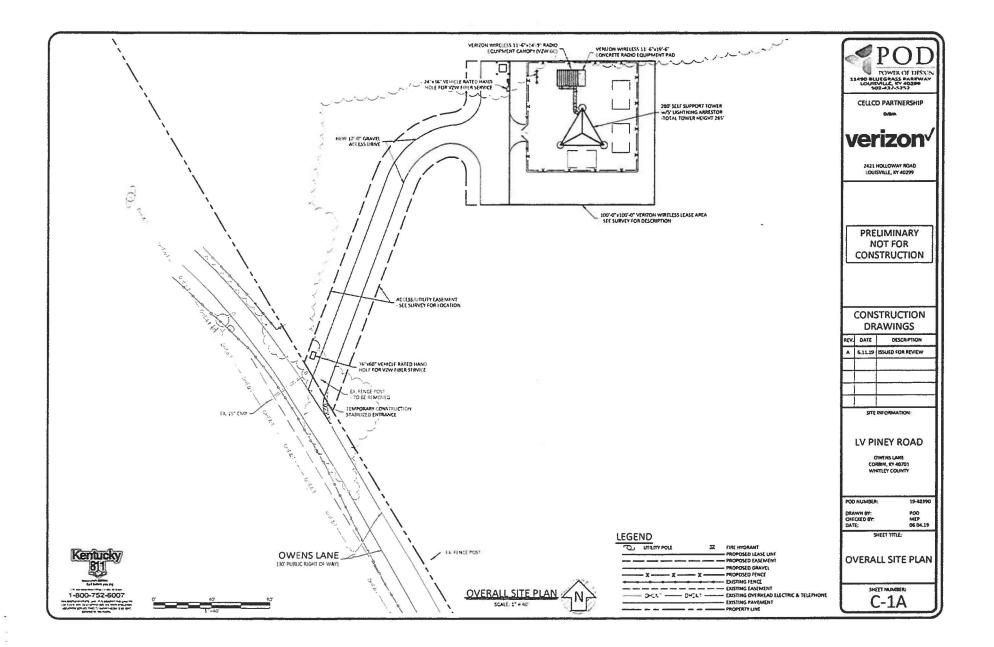
MARK PATTERSON, PLS #3136

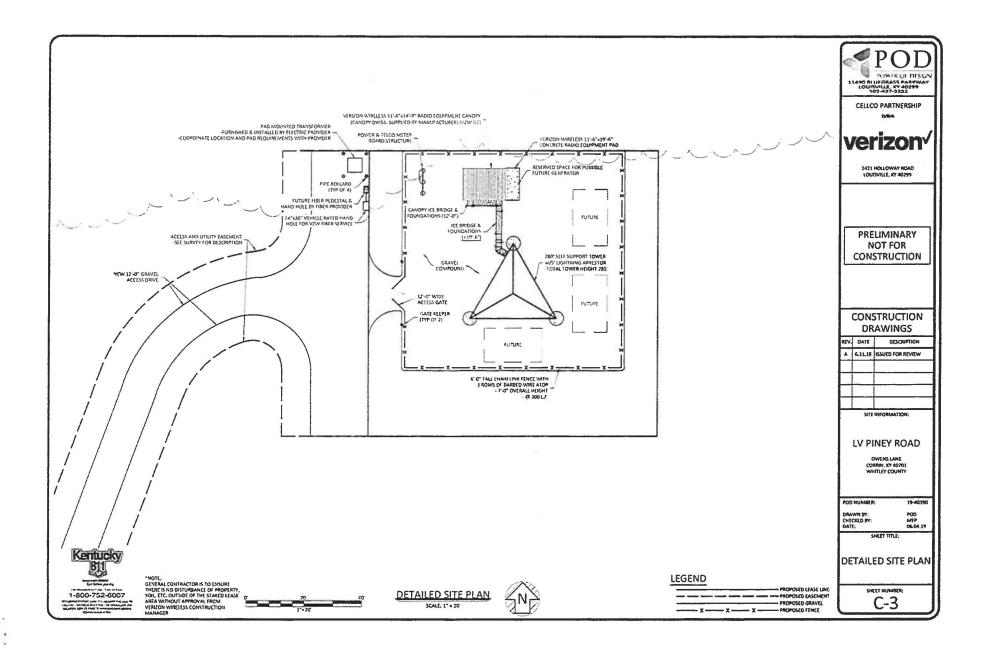


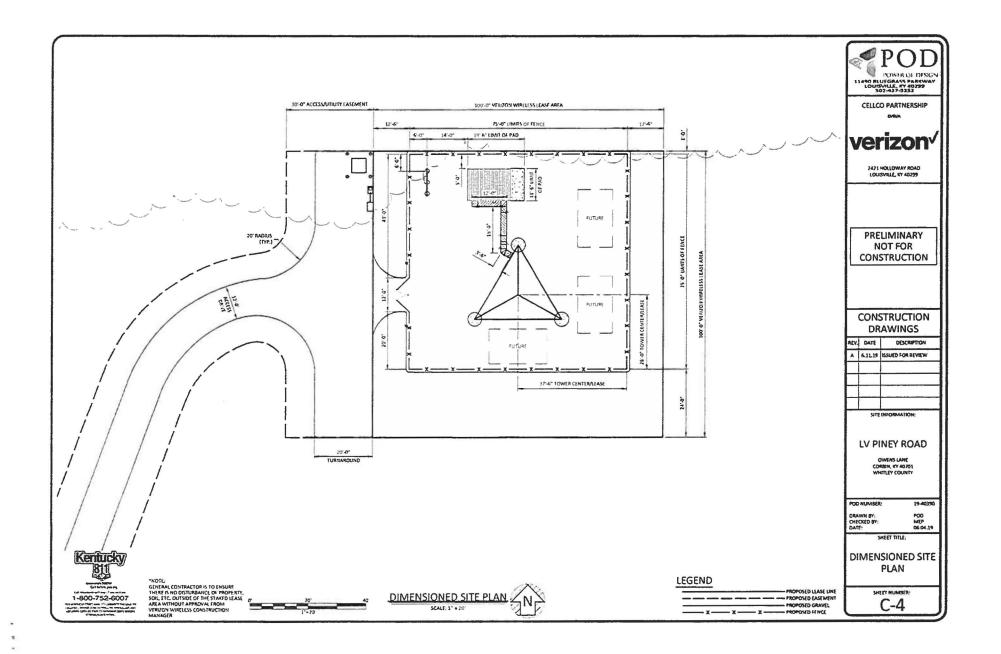
LEGAL D

REVISI	ION LOG			PO
NEV.	MM/00/71	SHEET HUNDER	DESCRIPTION OF REVISION	CELLCO PARTNERSH
*	6/11/2012	ALL SHEETS	asuri di for revejw	verizor
				2422 HOLLOWAY ROAD LOUISVRLE, KY 40299
				PRELIMINARY NOT FOR CONSTRUCTIO
				CONSTRUCTIO DRAWINGS
				REV. DATE DESCRIPTIO A 6.11.29 ISSUED FOR REVIE
				SITE INFORMATION:
				LV PINEY ROA
				POD NUMBER: 19- DRAWN BY: PO
				CHECKED BY: ME DATE: OF
				REVISION LOG
				SHIET NUMBER: R-1









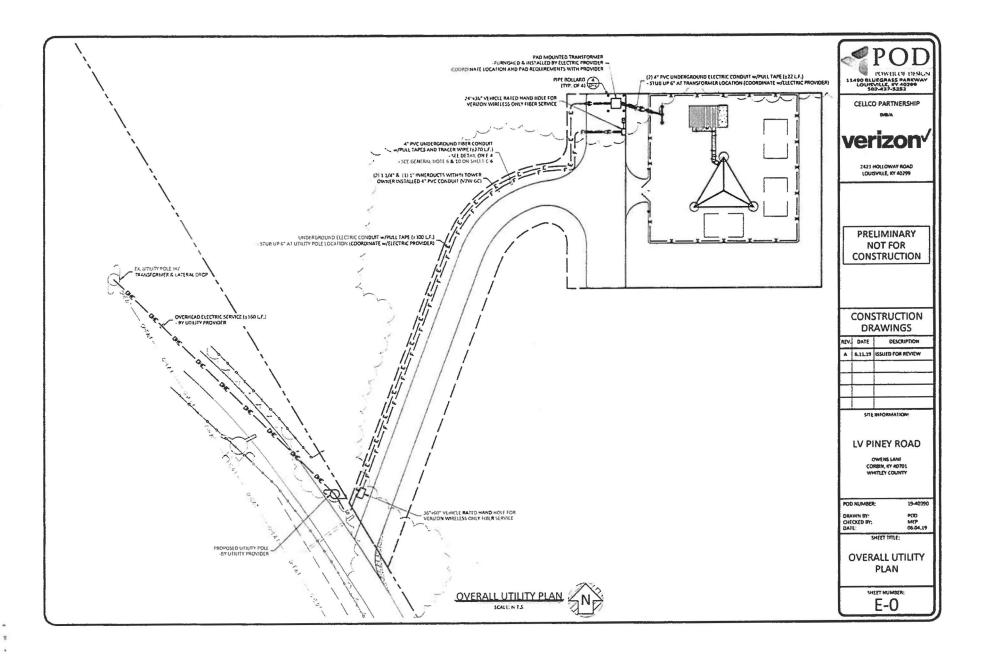


EXHIBIT J

## **Notice List**

MONHOLLEN JAMES DENNIS & CAROL LYNN 805 GAYER DR MEDINA, OH 44256

S & B PROPERTIES OF CORBIN LLC 1419 SHERWOOD DR CORBIN, KY 40701

WYATT CURT & SANDRA P O BOX 1158 CORBIN, KY 40702-1158

WYATT CURT & SANDRA P O BOX 1158 CORBIN, KY 40702-1158

C1 PARCEL ID: 101-00-00-001.00 NO PROPERTY CARD FOUND

TAYLOR DEBRA 352 HIDDEN POINT RD CORBIN, KY 40701

GREGORY PAUL D 352 HIDDEN POINT CORBIN, KY 40701

GREGORY LEONARD D & MISTY 352 HIDDEN POINT RD CORBIN, KY 40701

WELLS JOHN & LISA 352 HIDDEN POINT RD CORBIN, KY 40701

WELLS JOHN & LISA 352 HIDDEN POINT RD CORBIN, KY 40701 WELLS JOHN & LISA 352 HIDDEN POINT RD CORBIN, KY 40701

GREGORY PAUL D 352 HIDDEN POINT RD CORBIN, KY 40701

GREGORY PAUL D 352 HIDDEN POINT RD CORBIN, KY 40701

GRANDY JANIE 5045 MARION AVE NORWOOD, OH 45212 EXHIBIT K



March 3, 2020

Matthew R. Clark Robert B. Scott Charles R. Grahn Frank D. Otte\* John "Bart" Herriman William W. Gooden\*\* Michael P. Maxwell Russell L. Brown\*\*\* Jennifer F. Perry Keith L. Beall N. Davey Neal Travis W. Cohron Maggie L. Sadler Kristin A. McIlwain Ouentin J. Collins

Senior Counsel Thomas Michael Quinn John M. Moses

Land Use Consultant Elizabeth Bentz Williams, AICP

Notice of Proposed Construction of Wireless Communications Facility Site Name: Piney Road Corrective letter RE: Zip Code and Case Number

Raymond J. Grahn (2015) Alex M. Clark (1991) Peter A. Pappas (1986) Thomas M. Quinn (1973) Joseph M. Howard (1964)

> \*Also admitted in Montana Also admitted in Kentucky

Cellco Partnership, d/b/a Verizon Wireless and Horvath V, LLC have filed an application with the diator Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Owens Lane, Corbin, KY, **40701** (North Latitude: (36° 57' 02.59", West Longitude 84° 09' 12.73"). The proposed facility will include a 280-foot tall antenna tower, plus a 5-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number **2020-00047** 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 at 317-637-1321 if you have any comments or questions about this proposal.

Sincerely, Russell L. Brown

Attorney for Applicant RLB/jdj enclosure

> 320 North Meridian Street, Suite 1100 · Indianapolis, IN 46204 · *ph* (317) 637-1321 · *fx* (317) 687-2344 www.clarkquinnlaw.com



Site location



Areial Map of Site

EXHIBIT L



VIA CERTIFIED MAIL

March 3, 2020

Hon. Pat White, Jr. P. O. Box 237 200 Main Street Williamsburg, KY 40769

> RE: Corrective letter regarding: Zip Code and Case Number Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2020- 00047 Site Name: Piney Road

Matthew R. Clark Robert B. Scott Charles R. Grahn Frank D. Otte\* John "Bart" Herriman William W. Gooden\*\* Michael P. Maxwell Russell L. Brown\*\*\* Jennifer F. Perry Keith L. Beall N. Davey Neal Travis W. Cohron Maggie L. Sadler Kristin A. McIlwain Quentin J. Collins

Senior Counsel Thomas Michael Quinn John M. Moses

Land Use Consultant Elizabeth Bentz Williams, AICP

> Raymond J. Grahn (2015) Alex M. Clark (1991) Peter A. Pappas (1986) Thomas M. Quinn (1973) Joseph M. Howard (1964)

> > \*Also admitted in Montana 'Also admitted in Kentucky \*\*Registered Civil Mediator

Dear Judge White:

Cellco Partnership, d/b/a Verizon Wireless and Horvath V, LLC have filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Owens Lane, Corbin, KY, **40701** (North Latitude: (36° 57' 02.59", West Longitude 84° 09' 12.73"). The proposed facility will include a 280-foot tall antenna tower, plus a 5-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 **2020-00047** in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' 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, RusselVL. Brown

Attorney for Applicants

RLB/jdj enclosure



Site location



Areial Map of Site

#### EXHIBIT M

#### SITE NAME: Piney Road 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.

Cellco Partnership, d/b/a Verizon Wireless and Horvath V, LLC propose to construct a telecommunications **tower** on this site. If you have questions, please contact Clark, Quinn, Moses, Scott & Grahn, LLP, 320 N. Meridian Street, Indianapolis, IN 46204; 317-637-1321, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00047 in your correspondence.

Cellco Partnership, d/b/a Verizon Wireless and Horvath V, LLC propose to construct a telecommunications **tower** on this site. If you have questions, please contact Clark, Quinn, Moses, Scott & Grahn, LLP, 320 N. Meridian Street, Indianapolis, IN 46204; 317-637-1321, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00047 in your correspondence.

### EXHIBIT N



VIA EMAIL: jbenfield@corbinnewsjournal.com

Corbin News Journal 215 N Main St. Corbin, KY 40701

> RE: Site Name:

Corbin News Journal:

Legal Notice Advertisement Piney Road

Dear Ms. Benfield:

Matthew R. Clarl Robert B. Scot Charles R. Grahi Frank D. Otte<sup>1</sup> John "Bart" Herrimai William W. Gooden\*\* Michael P. Maxwel Russell L. Brown\*\* Jennifer F. Perry Keith L. Beal N. Davey Neal Travis W. Cohror Maggie L. Sadler Kristin A. McIlwain Quentin J. Collins

Senior Counsel Thomas Michael Quinn John M. Moses

Land Use Consultant Elizabeth Bentz Williams, AICP

Raymond J. Grahn (2015) Please publish the following legal notice advertisement in the next available edition of the Alex M. Clark (1991) Peter A. Pappas (1986) Thomas M. Quinn (1973) Joseph M. Howard (1964)

> \*Also admitted in Montana Also admitted in Kentucky

\*\*Registered Civil Mediator

#### NOTICE

Cellco Partnership, d/b/a Verizon Wireless and Horvath V, LLC has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Owens Lane, Corbin, KY, 40701 (North Latitude: (36° 57' 02.59", West Longitude 84° 09' 12.73"). 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 2020-00047 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 Clark, Quinn, Moses, Scott & Grahn, LLC, 320 N. Meridian Street, Indianapolis, IN 46204 or by email to ebw@clarkquinnlaw.com Please call me or Elizabeth Bentz Williams, in our offices at (317) 637-1321 if you have any questions. Thank you for your assistance.

Sinderely abeth Bentz X

Clark, Ouinn, Moses, Scott & Grahn, LLC

EXHIBIT O

#### Radio Frequency Design Search Area



EXHIBIT P



Tuesday, Dec 17th, 2019

 RE: Proposed Cellco Partnership d/b/a Verizon Wireless Communications Facility Site Name: LV PINEY ROAD
 Type of Tower: 285' Self Support Location: Near Owens Lane, Corbin, KY 40701

To Whom It May Concern:

As a radio frequency engineer for Verizon Wireless, I am providing this letter to state the need for a Verizon Wireless site called LV PINEY ROAD.

The LV PINEY ROAD site is proposed with the below objectives:

- 1 To offload existing demand and traffic of existing VzW sites in this area.
- 2 Offload 4G traffic from busy sites to the East and South-East.
- 3 Improve 4G throughput to existing heavy data users.

Currently the area is experiencing high demand for wireless high-speed data. Growth forecasts have triggered the need for an additional site in the area. The tower is needed to provide all Verizon customers in the area with the best experience on their 4G wireless devices.

Raw Land – Design plans for a new tower would provide overall tower height of **285'** with a Verizon Wireless Centerline of **275'**. The new structure height was decided upon to best cover the offload area and interact with the existing Verizon sites. If we are limited to building a structure less than the proposed height, another tower would be needed in the vicinity in the near future. In addition, building a structure that is too short can cause existing taller sites to shoot over the proposed site and building a site that is too tall can cause the proposed site to shoot over existing sites. Both situations create a poor experience from a user perspective. The new structure will be placed near the center of the area with high traffic demand and offload the surrounding sites greatly. The new tower design meets stated objectives.

Verizon Wireless cares about the communities as well as the environment and prefers to collocate on existing structures when available. It can be noticed from any map that Verizon Wireless is currently collocated on many existing structures in the area. We prefer collocation due to reduced construction costs, faster deployment, and environment protection. However, Verizon Wireless was unable to find a suitable structure within the center of demand area to collocate the proposed LV PINEY ROAD site.

**Crown (FCC ID: 1041884)** –Site is located too far southeast of the demand area and close to future proposed site whose FCC ID is 1042206.Therefore Verizon does not feel this site meets our customer's needs and is not viable.

# verizon<sup>/</sup>

Victory Training School Corp. (FCC ID: 1049485) –Site is located too far east of the demand area. Therefore Verizon does not feel this site meets our customer's needs and is not viable.

Verizon Wireless design engineers establish search area criteria in order to effectively meet coverage objectives as well as offload existing Verizon cell sites. When met, the criterion also reduces the need for a new site to cover the area in the immediate future. Each cellular site covers a limited area, depending on site configuration and the surrounding terrain. Cell sites are built in an interconnected network; which means each cell site must be located so that their respective coverage areas are contiguous. This provides uninterrupted communications throughout the coverage area.

Since collocation is generally the most cost-effective means for prompt deployment of new facilities, Verizon Wireless makes every effort to investigate the feasibility for using existing towers or other tall structures for collocation when designing a new site or system expansion. However, collocation on an existing tower or tall structure is not always feasible due to location of existing cell sites. Cell sites are placed in a way so they provide smooth hand off to each other and are placed at some distance from each other to eliminate too much overlap. Too much overlap may result in a waste of resources and raise a system capacity overload concern.

This cell site has been designed, and shall be constructed and operated in a manner that satisfies regulations and requirements of all applicable governmental agencies that have been charged with regulating tower specifications, operation, construction, and placement, including the FAA and FCC.

Sincerely, Faiz Mohammed.

**RF Engineer, Verizon Wireless** 

**STATE OF INDIANA** COUNTY OF MWIM day of Brunb Subscribed and sworn to before me this **Notary Public** Printed **County of Residence** 

My Commission expires:

JENNIFER BEHN Notary Public, State of Indiana SEAL My Commission Expires 9/3/2023

Page 2 of 2



Tuesday, Dec 17th, 2019.

**RE: Whitley County Zoning Plots** 

Site Name: Piney Road

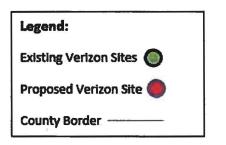
To Whom It May Concern:

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage of the network and is intended to provide a relative comparison of coverage. The depictions of coverage do not guarantee service availability as there are many factors that can influence coverage and service availability. These factors vary from location to location and change over time. The coverage areas may include locations with limited or no coverage. Even within a coverage area shown, there are many factors, including but not limited to, usage volumes, service, outage, and customer's equipment, and terrain, proximity to buildings, foliage, and weather that may impact service.

The proposed site is needed to offload capacity from existing sites. This map reflects the predicted coverage area that will be offloaded from existing sites and transferred to the proposed site.

Sincerely Faiz Mohammed

**RF Engineer, Verizon Wireless** 

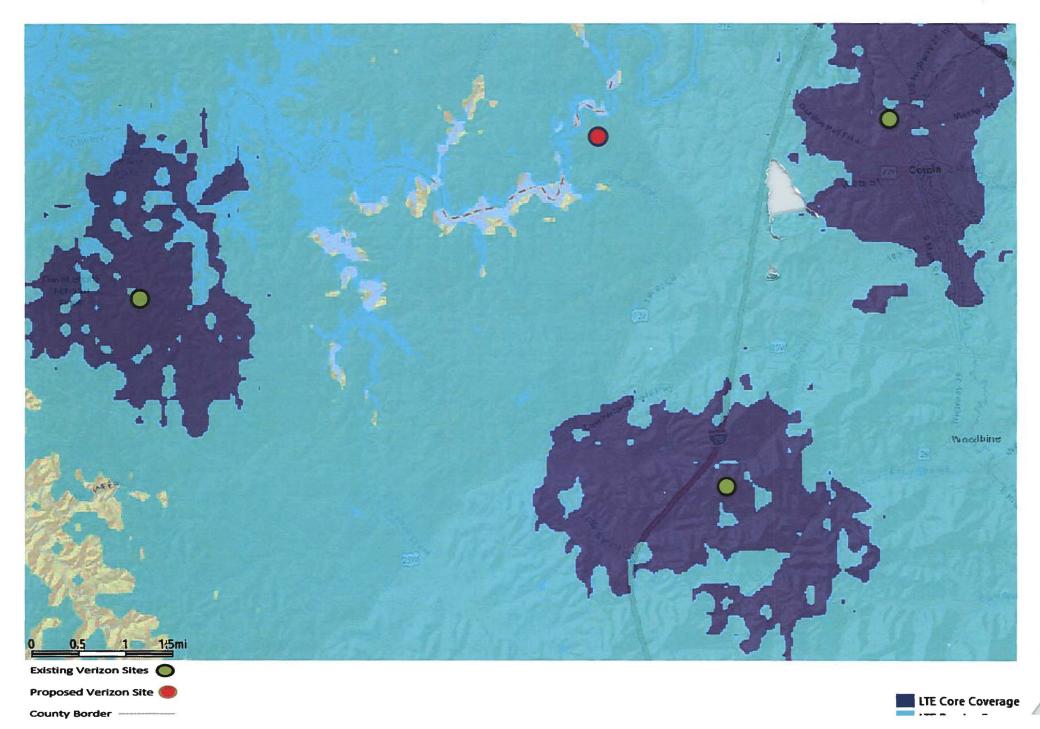


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a.

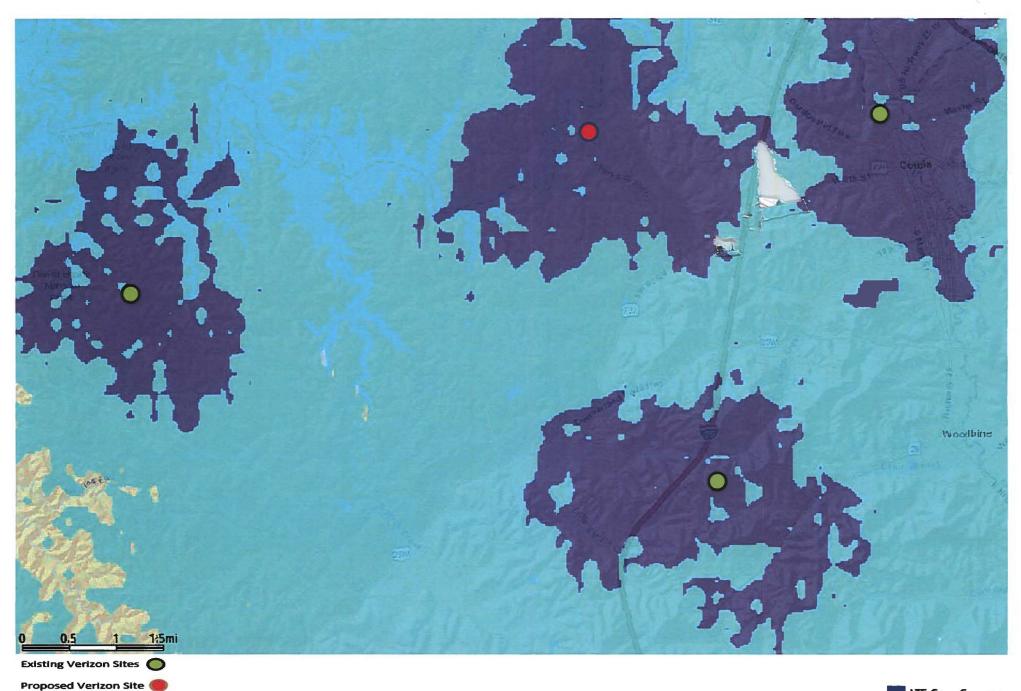


## Current Coverage without Piney Road





### Coverage with the Proposed Piney Road Site





County Border