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COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION PUBLIC SERVICE COMMISSION

In the Matter of:

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

CASE NO.: 2018-00031

SITE NAME: FORTNER RIDGE

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

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

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

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

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

3. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.

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

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands

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

6. To address the above-described service needs, Applicant proposes to construct a WCF at 410 Fortner Ridge Road, Owenton, KY (38°33'01.25" North latitude, 84°42'55.36" West longitude), on a parcel of land located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Mark and Gina Lyon pursuant to a Deed recorded at Deed Book 239, Page 65 in the office of the Owen County Clerk. The proposed WCF will consist of a 355-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 370-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

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

as part of Exhibit B.

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

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

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

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

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this

exhibit.

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

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

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

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

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

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

illustrated in Exhibit B.

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

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

22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached

as part of Exhibit M.

23. The general area where the proposed facility is to be located is rural with large parcels.

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

25. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded

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

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

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

to:

David A. Pike Pike Legal Group, PLLC 1578 Highway 44 East, Suite 6 P. O. Box 369 Shepherdsville, KY 40165-0369 Telephone: (502) 955-4400 Telefax: (502) 543-4410 Email: dpike@pikelegal.com WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,

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

LIST OF EXHIBITS

- A FCC License Documentation
- B Site Development Plan:

500' Vicinity Map Legal Descriptions Flood Plain Certification Site Plan Vertical Tower Profile

- C Tower and Foundation Design
- D Competing Utilities, Corporations, or Persons List
- E FAA
- F Kentucky Airport Zoning Commission
- G Geotechnical Report
- H Directions to WCF Site
- I Copy of Real Estate Agreement
- J Notification Listing
- K Copy of Property Owner Notification
- L Copy of County Judge/Executive Notice
- M Copy of Posted Notices
- N Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

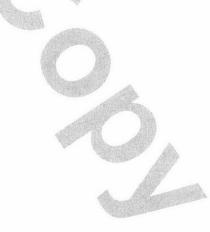
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REFERENCE COPY

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

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	DALLAS, TX 75202						CMA		I	el Block B
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Transmitting ERP (watts)	70.838	117.617	43.645	30.886	0.235	15.492	54.955	109.589
Antenna: 2 Azimuth (from true north) 0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	131.600	154.400	155.900	138.900	178.000	218.800	185.600	156.700
Transmitting ERP (watts)	14.811	98.274	197.084	205.295	128.789	36.940	27.254	10.186
Antenna: 3 Azimuth (from true north) 0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	131.600	154,400	155.900	138.900	178,000	218.800	185,600	156.700
Transmitting ERP (watts)	28.180	10.911	14.628	32.180	144.620	191.624		83.607
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Antenna Height AAT (meters)		100.600	132.000	88.900	94.000	99.300	108.100	127.200
Transmitting ERP (watts)		65.443	5.358	0.691	0.312	0.365	10.197	78.629
Antenna: 2 Azimuth (from true north)	0	45	90	135	180	22599.3002.803225	270	315
Antenna Height AAT (meters)	128.300	100.600	132.000	88.900	94.000		108.100	127.200
Transmitting ERP (watts)	2.135	21.687	116.213	145.509	30.692		0.390	0.491
Antenna: 3 Azimuth (from true north)	0	45	90	135	180		270	315
Antenna Height AAT (meters)	128.300	100.600	132.000	88.900	94.000	99.300	108.100	127.200
Transmitting ERP (watts)	1.447	0.291	0.292	5.231	43.310	145.803	110.973	11.973
LocationLatitudeLongi1238-19-43.0 N084-13Address:Hwy 27 (101058)City:CynthianaCounty:	8-02.2 W	(m 26	ound Elev eters) 4.9 onstructio	(m 49		t to Tip	Antenna St Registratio 1234470	
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Antenna Height AAT (meters)	83.500	50.700	60.200	46.800	46.900	38.900	41.200	59.900
Transmitting ERP (watts)	2.845	0.943	0.941	15.984	156.148	469.886	340.962	38.383



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Antenna: 2 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 107.000	45 94.000	90 66.200	135 72.500	180 113.500	225 70.300	270 83.900	315 83.800
Antenna: 3 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	2.474 0 107.000 2.587	14.734 45 94.000 0.548	29.800 90 66.200 1.724	33.93013572.5005.259	180	3.89422570.30029.554	1.937 270 83.900 35.833	1.442 315 83.800 13.119
LocationLatitudeLongi1438-11-03.9 N084-5Address:GLENNIS CREEK ROAD (City:FRANKFORTCounty:County:FRANKFORT	1-03.4 W (37779)	(m	cound Elev eters) 0.2 Constru		Structure Hg (meters) 74.1 eadline:	t to Tip	Antenna St Registratio 1043446	
Antenna: 1 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)		45 69.900 8.494	90 57.800 0.648	135 40.700 0.120	180	225 59.900 0.406	270 62.500 4.204	315 78.600 20.549
Antenna: 2 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 91.400 13.508	45 69.900 103.699	90 57.800 205.918	135 40.700 86.824		225 59.900 0.913	270 62.500 0.412	315 78.600 0.479
Antenna: 3 Azimuth (from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 91.400 1.914	45 69.900 0.385	90 57.800 0.385	135 40.700 6.925	180 73.500 57.256	225 59.900 192.642	270 62.500 146.011	315 78.600 15.776



Call Sign: KNKQ391	File Num		Print Date:						
Location Latitude Long 15 38-23-37.0 N 084-1 Address: 1123 KY Hwy 392 (82289) 000000000000000000000000000000000000	6-27.3 W	Ground Elev (meters) 243.8 7 Construction	(1 8	Structure Hg meters) 32.0 ne:	t to Tip	Antenna St Registratio 1249693			
Antenna: 1 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	0 45 76.300 79.0 449.374 238		135 66.600 0.898	180 84.900 1.006	225 59.100 1.115	270 69.700 21.492	315 93.800 222.547		
Antenna: 2 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	0 45 76.300 79.0 2.771 54.5		135 66.600 432.778	180 84.900 132.605	225 59.100 6.877	270 69.700 0.868	315 93.800 0.867		
Antenna: 3 Azimuth (from true north Antenna Height AAT (meters) Transmitting ERP (watts)	76.300 79.0		135 66.600 7.528	180 84.900 118.177	225 59.100 422.905	270 69.700 356.749	315 93.800 64.194		

Waivers/Conditions:

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

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



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ALL COMMUNICATION	Federal Communica Wireless Telecomm		sion	
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CING ATTN: LESLIE WILSO NEW CINGULAR WIRJ 208 S AKARD ST., RM DALLAS, TX 75202 FCC Registration Number (FR	ELESS PCS, LLC 1016			File Number Radio Service - PCS Broadband
Grant Date 06-02-2015	Effective Date 06-13-2017	Expiration Dat 06-23-2025	e	Print Date
Market Number MTA026	Channe	el Block A	Sul	b-Market Designator 15
	Market Louisville-Lexin			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Da	te	4th Build-out Date
authorized in an adjacent foreign km (45 miles) of the United State	he condition that, in the event that n territory (Canada/United States) es/Canada border shall be require ensure continuance of equal acces	, future coordination of a ed to eliminate any harm	iny base st ful interfer	ation transmitters within 72 rence to operations in the

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

Conditions:

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

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

Call Sign: KNLF251

File Number:

Print Date:

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

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

Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918512.

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



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Federal Communications Commission Wireless Telecommunications Bureau									
COMMISSION -	RADIO STATION A	UTHORIZATION	ſ						
LICENSEE: NEW CING ATTN: LESLIE WILSON NEW CINGULAR WIRE 208 S AKARD ST., RM I DALLAS, TX 75202 FCC Registration Number (FR)	LESS PCS, LLC 016	H		File Number Radio Service - PCS Broadband					
Grant Date 04-14-2017	Effective Date 06-14-2017	Expiration Da 04-28-2027	te	Print Date					
Market Number BTA252	Chann	el Block D	Su	b-Market Designator 0					
	Market Lexingto								
1st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out D	ate	4th Build-out Date					
Waivers/Conditions: This authorization is subject to th authorized in an adjacent foreign km (45 miles) of the United State adjacent foreign territory and to e	territory (Canada/United States) s/Canada border shall be require), future coordination of ed to eliminate any harm	any base st ful interfer	tation transmitters within 72 rence to operations in the					

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

Conditions:

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

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

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ALL COMMUNICAL	Federal Communic Wireless Telecomm			
COMMISSION	RADIO STATION A	AUTHORIZATI	ON	
LICENSEE: NEW CIN	GULAR WIRELESS PCS, LLC			
ATTN: LESLIE WILSC NEW CINGULAR WIR	ELESS PCS, LLC	F	Call Sign WPOI255	File Number Radio Service
208 S AKARD ST., RM DALLAS, TX 75202	1016		CW	- PCS Broadband
C Registration Number (FI	RN): 0003291192			
Grant Date 05-27-2015	Effective Date 06-14-2017	Expiration 06-23-20		Print Date
Market Number MTA026	A 1577 2 1577	nel Block A	Su	b-Market Designator 19
		t Name ngton-Evansvill		
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-ou	t Date	4th Build-out Date
ivers/Conditions:	•	(2)		
norized in an adjacent foreig	he condition that, in the event th n territory (Canada/United States tes/Canada border shall be requir	s), future coordination	n of any base s	tation transmitters within

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

adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

Conditions:

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

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

Call Sign: WPOI255

File Number:

Print Date:

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

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

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

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

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

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F	Federal Communica Wireless Telecommu		sion	
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CING ATTN: LESLIE WILSON NEW CINGULAR WIRE 208 S AKARD ST., RM 1 DALLAS, TX 75202	ELESS PCS, LLC	W	AW - AWS	File Number Radio Service S (1710-1755 MHz and 10-2155 MHz)
FCC Registration Number (FRI	N): 0003291192			
Grant Date 11-29-2006	Effective Date 06-14-2017	Expiration Dat 11-29-2021	e	Print Date
Market Number CMA449	Channe A	el Block	Sul	D-Market Designator 0
	Market Kentucky 7			
1st Build-out Date	2nd Build-out Date	3rd Build-out Da	te	4th Build-out Date
Waivers/Conditions:		178		
This authorization is conditioned reasonable efforts to coordinate from operating in the 1710-1755 MHz Coordination Procedures in the 172006.	requency usage with known co-c band whose facilities could be at	hannel and adjacent cha ffected by the proposed	nnel incun operations	bent federal users . See, e.g., FCC and NTIA

Conditions:

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

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

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ALL COMMUNICE	Federal Communica Wireless Telecomm		sion	
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CINC	GULAR WIRELESS PCS, LLC			
ATTN: LESLIE WILSON			Call Sign /QGD755	File Number 0007761932
NEW CINGULAR WIRE 208 S AKARD ST., RM DALLAS, TX 75202	A CARL CARD CONTRACTOR OF A CARD	1	AW - AWS (17)	Service 10-1755 MHz and 55 MHz)
FCC Registration Number (FR	N): 0003291192			
Grant Date 12-18-2006	Effective Date 09-05-2017	Expiration Dat 12-18-2021	te	Print Date 09-28-2017
Market Number BEA047		el Block	Sub-Market Designator 7	
	Market Lexington, KY			
1st Build-out Date	2nd Build-out Date	3rd Build-out Da	te 4	th Build-out Date
Waivers/Conditions: This authorization is conditioned reasonable efforts to coordinate f operating in the 1710-1755 MHz Coordination Procedures in the 1	requency usage with known co- band whose facilities could be a	channel and adjacent cha affected by the proposed	nnel incumbent operations. See,	federal users e.g., FCC and NTIA

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

Conditions:

2006.

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

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

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

at&t

SITE NAME:

FORTNER RIDGE

SITE NUMBER:

KYL01219

PROPOSED RAW LAND SITE WITH PROPOSED 355' SELF-SUPPORT TOWER WITH A 15' LIGHTNING ARRESTOR AND INSTALLATION OF A 80" x 80" WALK IN CABINET AND GENERATOR

VICINITY MAP	 DIRECTIONS FROM 135 BRYAN ST, OWENTON, KY 40359 DEPART BRYAN ST TOWARD THOMAS ST 112 FT TURN LEFT ONTO THOMAS ST, AND THEN IMMEDIATELY TURN RIGHT ONTO PERRY ST 436 FT TURN RIGHT ONTO US-127 / MAIN ST 0.6 MI KEEP STRAIGHT ONTO KY-22 7.8 MI BEAR RIGHT ONTO KY-3096 / FORTNER RIDGE RD 2.0 MI ARRIVE AT KY-3096 / FORTNER RIDGE RD ON THE RIGHT 	PROJECT 1 COUNTY: SITE ADDRESS: APPLICANT:	OWEN 410 FORTNER RIDGE ROAD OWENTON, KY 40359 NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY MEIDINGER TOWER 462 S. 4TH ST. SUITE 2400 LOUISVILLE, KY 40202	* * * CAU THE UTILITIES SHOWN HEREON ARE FOR TH THEDE MAY BE OTHER UTILITIES NOT SHOW ASSURES NO RESPONSIBILITY TO VERIFY THE WORK, ALL DAMAGE MADE TO DESTIN SHALL BE THE SOLE SHOWSBILLT FOR EMERGEN
Redikters	PROJECT SCOPE OF WORK ZONING DRAWINGS FOR: CONSTRUCTION OF A PROPOSED UNMANNED TELECOMMUNICATIONS ACILITY. SITE WORK: PROPOSED TOWER, UNMANNED EQUIPMENT CABINET AND GENERATOR ON A PLATFORM(S), AND UTILITY INSTALLATIONS.	LATITUDE: LONGITUDE:	38° 33' 01.25" -84° 42' 55.36"	

DRAWING INDEX

T-1 TITLE SHEET & PROJECT INFORMATION B-1 SITE SURVEY B-2 500' RADIUS & ABUTTER'S MAP C-1 ENLARGED COMPOUND LAYOUT C-2 TOWER ELEVATION

FIRE DEPARTMENT: PHONE: 502-484-2791

POLICE DEPARTMENT: OWEN COUNTY SHERIFF'S DEPT. PHONE: 502-484-3363

ELECTRIC COMPANY: OWEN ELECTRIC HONE: 800-372-7612

TELEPHONE COMPANY: AT&T

HONE: 800-288-2020

JURISDICTION FOR THE LOCATION.

FOLLOWING STANDARDS:

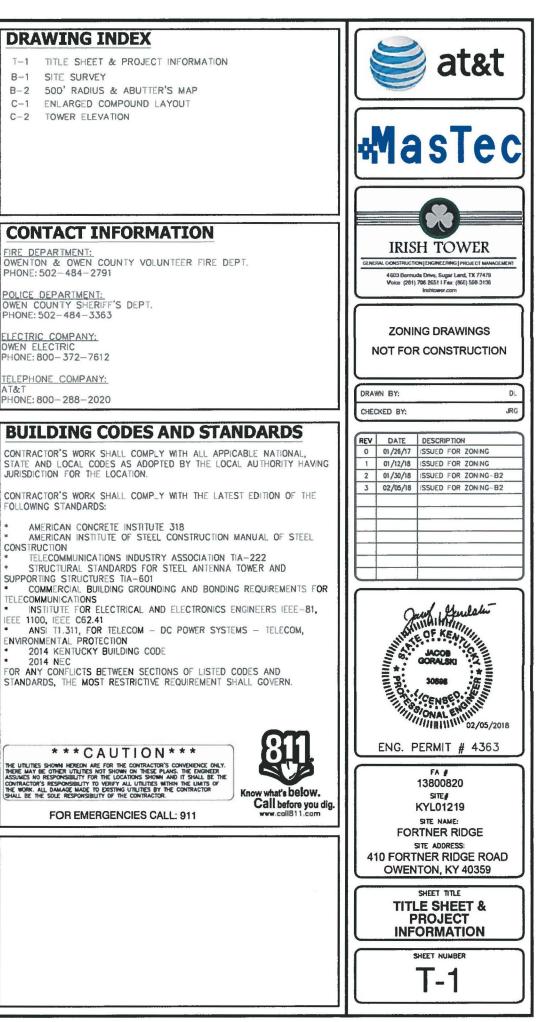
AMERICAN CONCRETE INSTITUTE 318 CONSTRUCTION

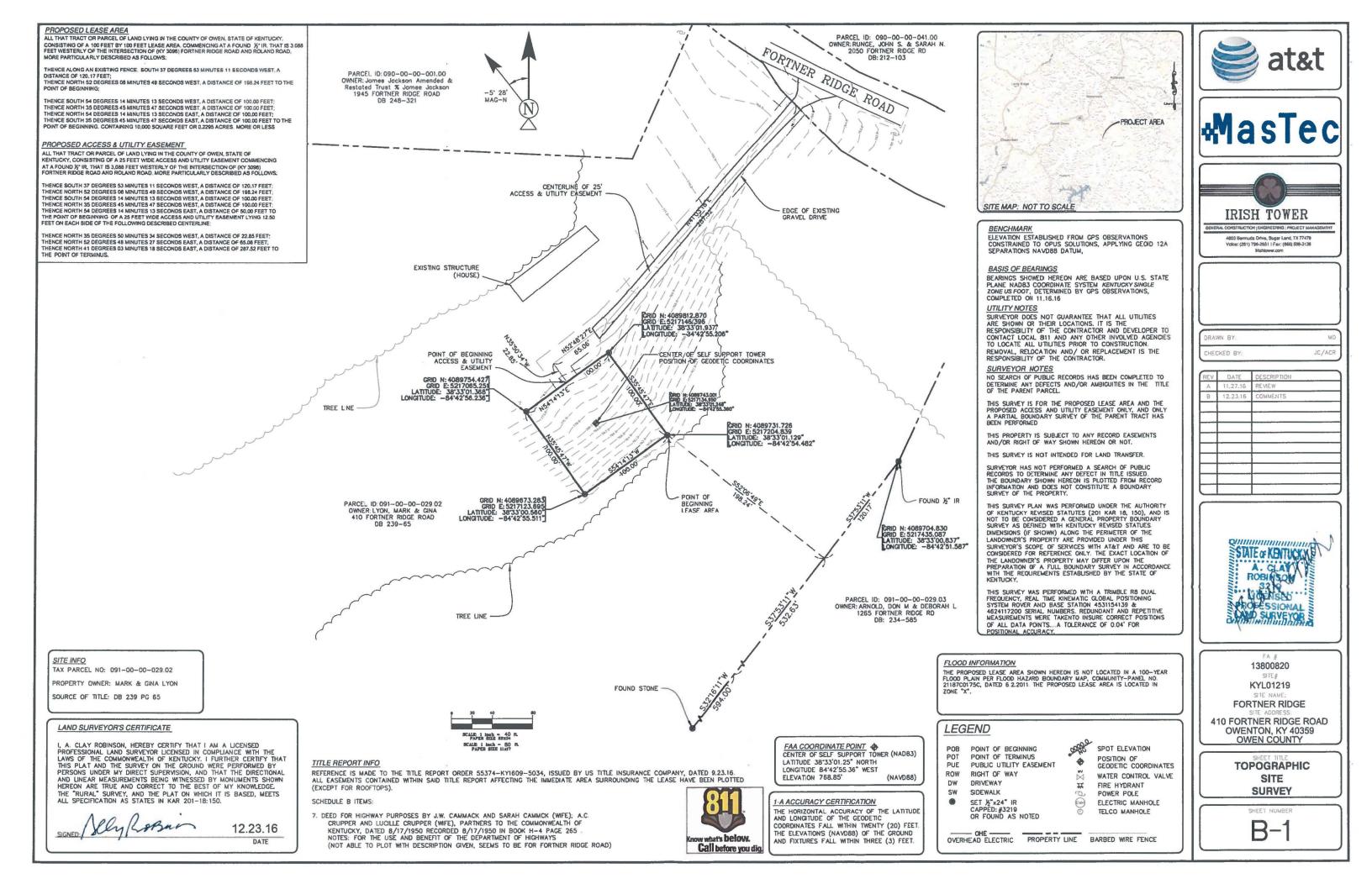
SUPPORTING STRUCTURES TIA-601

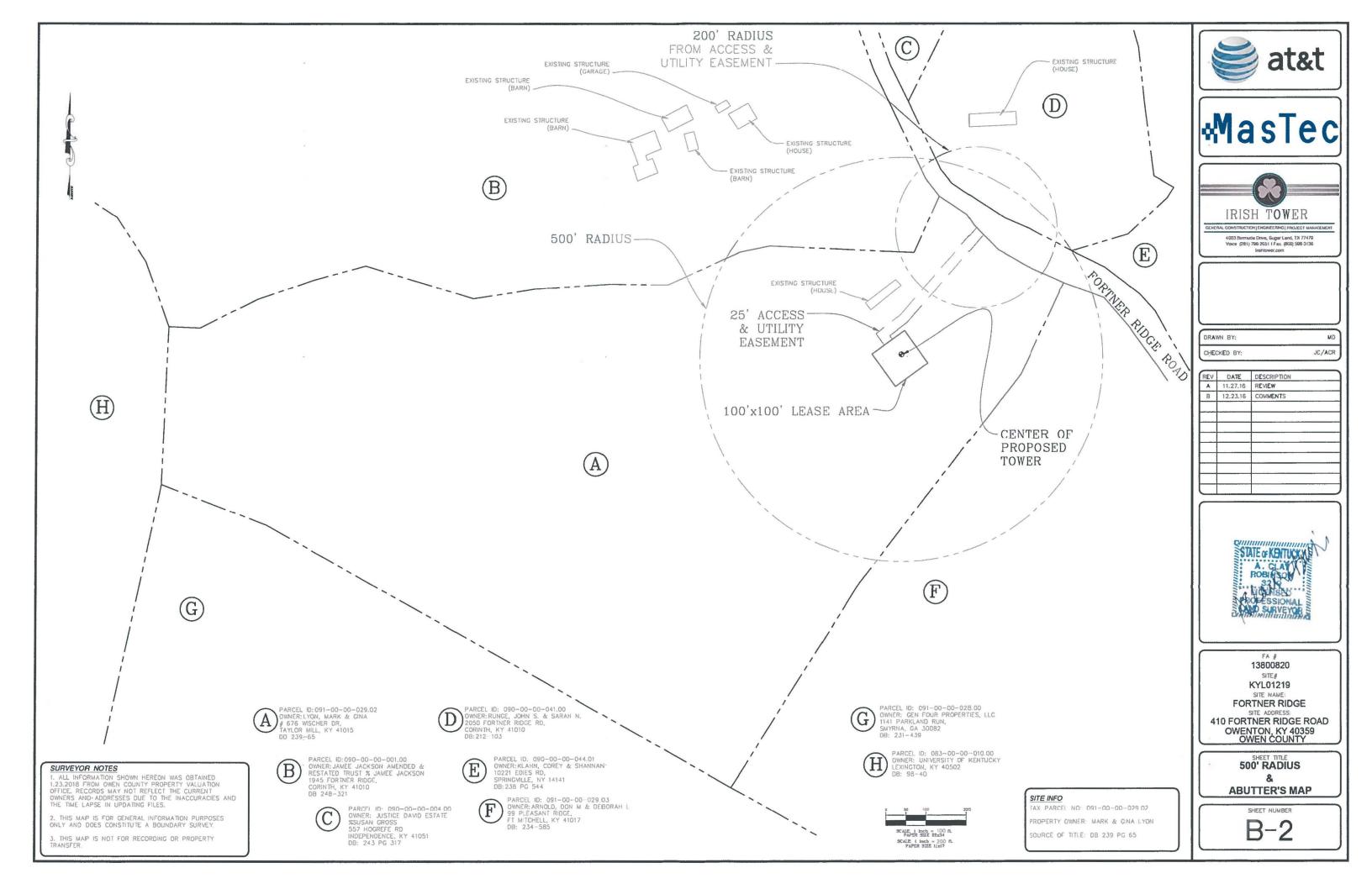
TELECOMMUNICATIONS

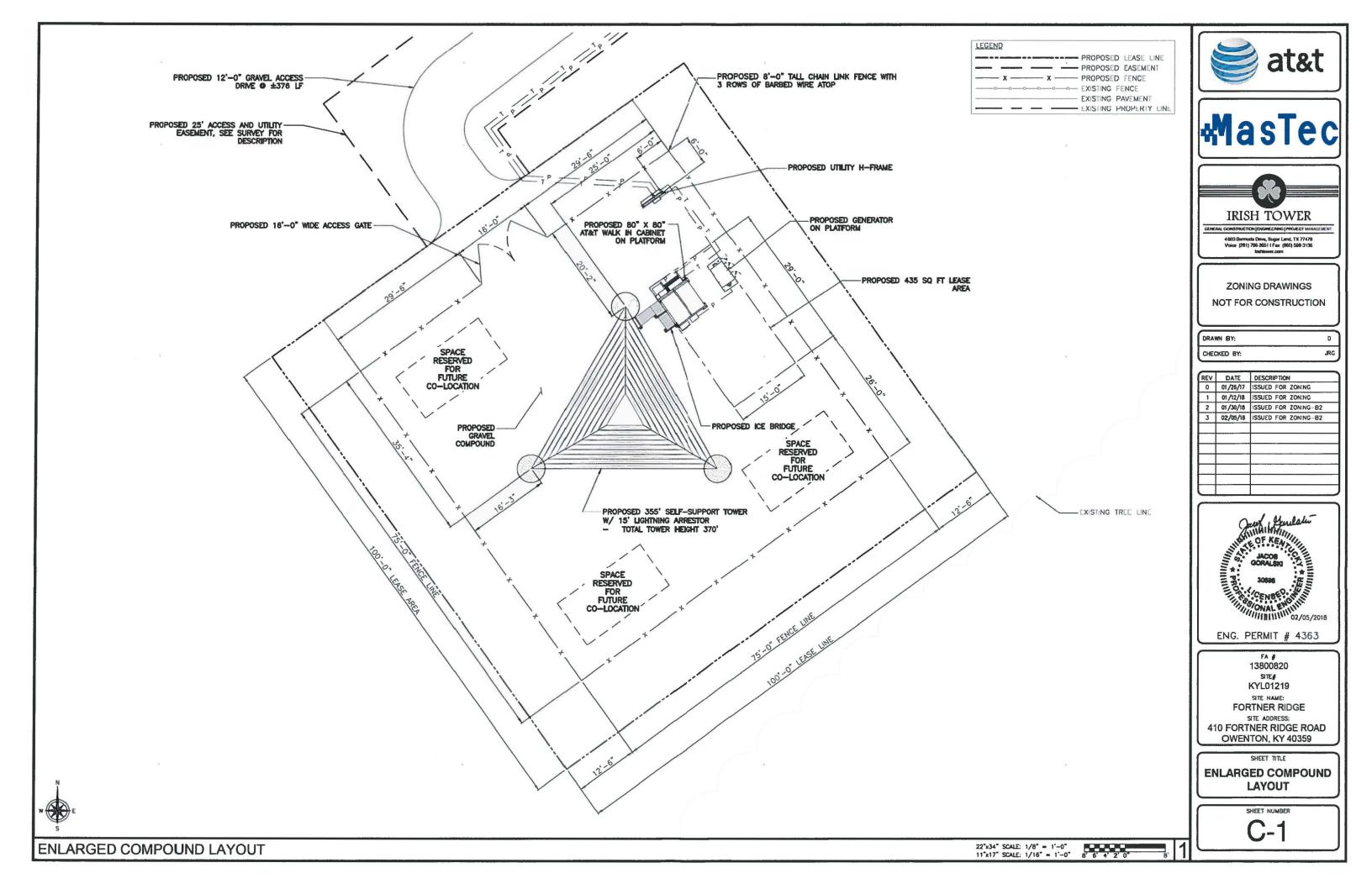
IEEE 1100, IEEE C62.41

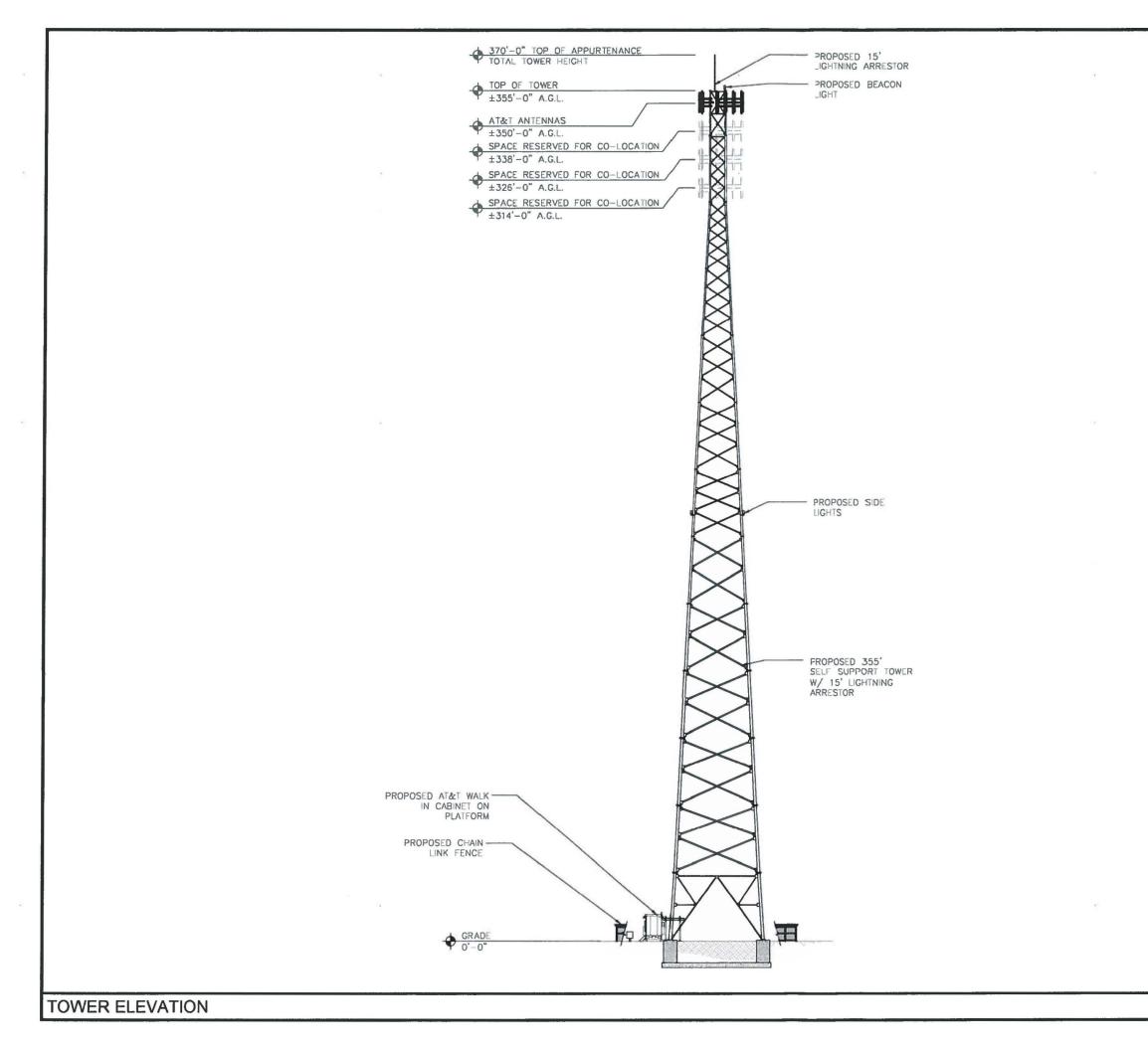
2014 KENTUCKY BUILDING CODE 2014 NEC











22"x34" SCALE: 1" = 20'-0" 11"x17" SCALE: 1" = 40'-0"

20 10 0

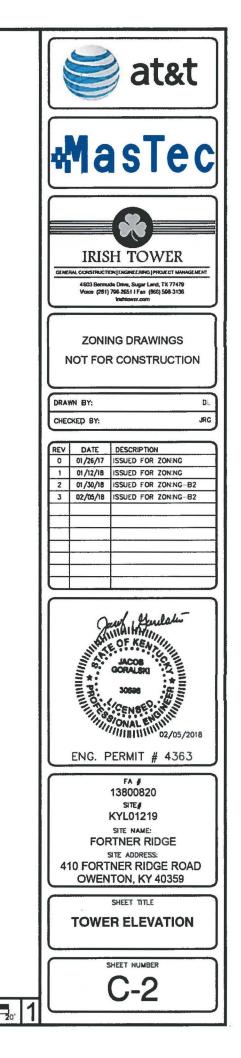


EXHIBIT C TOWER AND FOUNDATION DESIGN

•



December 1st, 2017 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – Fortner Ridge Proposed Cell Tower 38 33 01.25 North Latitude, 84 42 55.36 West Longitude

Dear Commissioners:

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

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

Thank you,

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



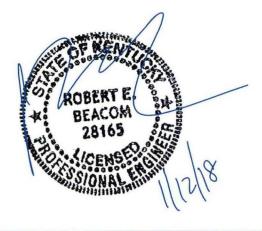
Structural Design Report 355' S3TL Series HD1 Self-Supporting Tower Site: Fortner Ridge, KY Site Number: KYL01219

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

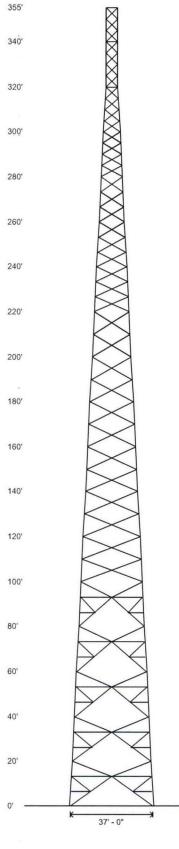
> > Job Number: 400357

January 12, 2018

Tower Profile	1-2
Foundation Design Summary (Option 1)	3
Foundation Design Summary (Option 2)	4
Maximum Leg Loads	5
Maximum Diagonal Loads	6
Maximum Foundation Loads	7
Calculations	8-25



-	14.00	14.00 OD X .500	(.500	-				12.75 OD X	D X .500			10.75 0	10.75 OD X .500		8.6	8.625 OD X .500	00	A	В	υ	۵
	ш	ш	U	п	5	о н	10	0	L 4 X 4 X 5/16	2	L4X4X1/4		L 3 1/2 X 3	L 3 1/2 X 3 1/2 X 1/4	L 3 X 3 X 3/16	X 3/16	L 2 1/2 X 2 1/2 X 3/16	1/2 X 3/16	٢	×	-
	Σ	z	т	z	-	- z	-	0 Z						NONE					ſ	NONE K	z
	Ч	z	٩	z	4	o z		o z						z	NONE						1
	Р	z	ч	z	0	o v		o z						z	NONE						
Sub-Horizontals	Я	z	æ	z	a	o z		N						z	NONE						
				(,	(2) 3/4"				0	(2) 5/8"			(1) 3/4"					(1) 5/8"	8"		
Top Face Width	35'	-	33'	-	31'		29'		27' 25'	23'	21'	19'	17'	15'	13'	11.	6,	7'		5	
Panel Count/Height	F	D	F	Г Л	T U	L	D 1	T	5		12 @	12 @ 10'				9 @ 6.6667'			15 @ 5'	5'	
	11102	~	10149		9209	8	8503	8	8158 7543	6864	6207	6058	5685	5681	4444	4007	3759	2785	2167	1757	595



Base Reactions

Total Foundation		Individual F	ooting
Shear (kips)	140.84	Shear (kips)	86.37
Axial (kips)	383.8	Compression (kips)	957
Moment (ft-kips)	28899	Uplift (kips)	826
Torsion (ft-kips)	63.88		

Material List

Display	Value	
A	5.563 OD X .500	
В	5.563 OD X .375	
С	4.000 OD X .318	
D	2.375 OD X .154	
E	L 6 X 4 X 3/8	
F	L 5 X 5 X 3/8	
G	L 5 X 3 1/2 X 5/16 (SLV)	
н	L 4 X 4 X 3/8	
1	L 4 X 4 X 5/16	
J	L 2 X 2 X 1/4	
к	L 2 X 2 X 5/16	_
L	L 2 X 2 X 1/8	
М	L 5 X 5 X 5/16	
N	NONE	
0	L 4 X 4 X 1/4	
Р	L 3 1/2 X 3 1/2 X 1/4	
Q	L 3 X 3 X 1/4	
R	L 3 X 3 X 5/16	
S	L 2 1/2 X 2 1/2 X 1/4	
Т	1 @ 13.333'	
U	1 @ 6.667'	

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.

13) The tower design meets the requirements for an Ultimate Wind Speed of 115 mph (Risk Category II), in accordance with the 2012 International Building Code.

14) Tower Rating: 99.97%

	Sabre Communications Corporation 7101 Southbridge Drive	Job:	400357
Sabre Industries	P.O. Box 658	Customer:	AT&T
Towers and Poles	Sioux City, IA 51102-0658 Phone: (712) 258-6690	Site Name:	Fortner Ridge, KY KYL01219
	Fax: (712) 279-0814 perty of Sabre Communications Corporation, constitutes a	Description:	355' S3TL
	50 and shall not be reproduced, copied or used in whole he prior written consent of Sabre Communications	Date:	1/12/2018 ^{By:} REB

Designed Appurtenance Loading

Elev	Description	Tx-Line	Elev	Description	Tx-Line
360	(1) Extendible Lightning Rod		326	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
350	(1) 278 sq. ft. EPA 6000# (no Ice)	(18) 1 5/8"	314	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
338	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"			

	Sabre Communications Corporation	Job:	400357		
Sabre Industries	7101 Southbridge Drive P.O. Box 658	Customer:	AT&T		
Towers and Poles	Sioux City, IA 51102-0658 Phone: (712) 258-6690	Site Name:	Fortner Ridge, K	(Y KYL01219	
Information contained herein is the sole pro	Fax: (712) 279-0814 formation contained herein is the sole property of Sabre Communications Corporation, constitutes a	Description:	355' S3TL		
	50 and shall not be reproduced, copied or used in whole the prior written consent of Sabre Communications	Date:	1/12/2018	By: REB	

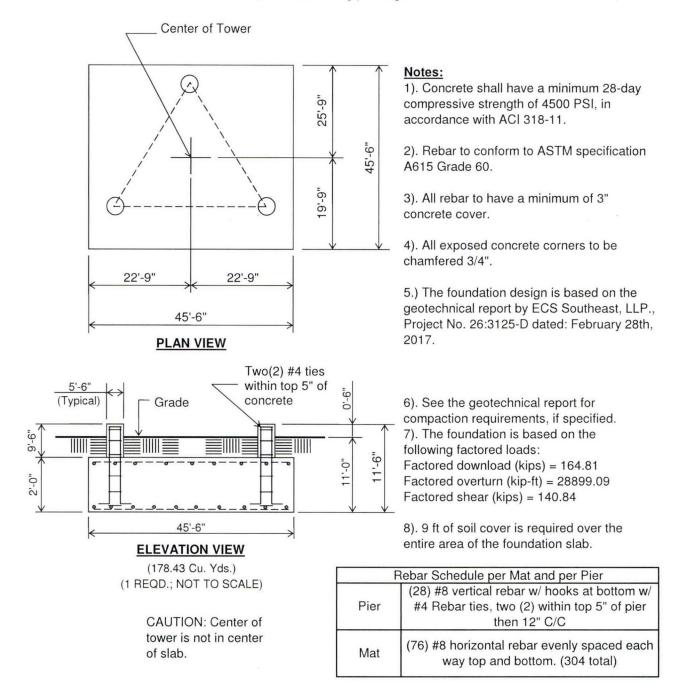


No.: 400357

Date: 1/12/18 By: NM

Customer: AT&T Site: Fortner Ridge, KY KYL01219

355 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G. Antenna Loading per Page 1



Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

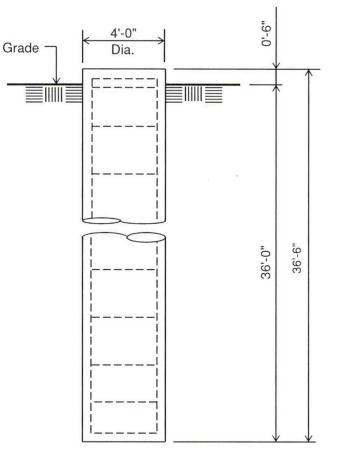
No.: 400357



Date: 1/12/18 By: NM

Customer: AT&T Site: Fortner Ridge, KY KYL01219

355 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G. Antenna Loading per Page 1



ELEVATION VIEW

(16.99 Cu. Yds. each) (3 REQUIRED; NOT TO SCALE)

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.

2). Rebars 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 ECS Southeast, LLP., Project No. 26:3125-D dated: February 28th, 2017.

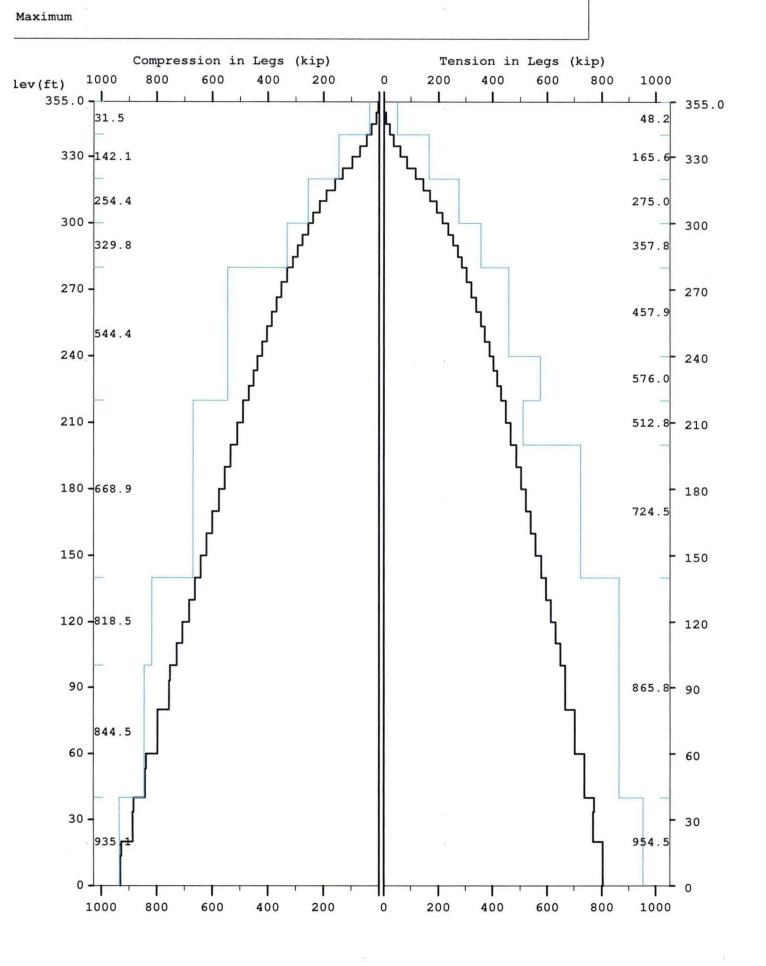
6). See the geotechnical report for drilled pier installation requirements, if specified.

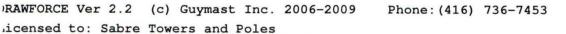
7). The foundation is based on the following factored loads: Factored uplift (kips) = 826 Factored download (kips) = 957 Factored shear (kips) = 86

	Rebar Schedule per Pier
Pier	(18) #11 vertical rebar w/#4 ties, two (2) within top 5" of pier then 9" C/C

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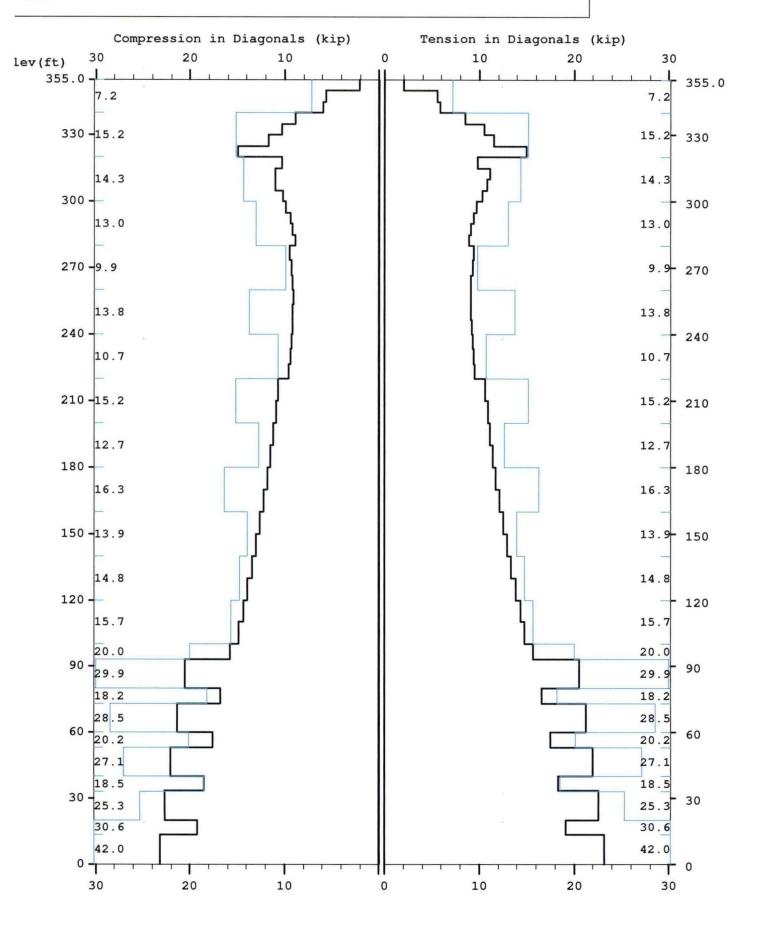
10 jan 2018 15:50:41





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Maximum

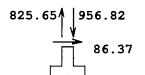


RAWFORCE	Ver 2.2	2 (c)	Guymast	Inc.	2006-2009	Phone: (416)	736-7453	:	10
icensed t	o: Sabı	re Tow	ers and !	Poles					

Maximum

INDIVIDUAL FOOTING LOADS (kip)

A 86.37 □→ 74.39



		400			
Latticed Towe	r Analysis (Unguy er license at:	(c)2013	Guymast I	nc. 416-736-7453	
Sabre Towers	and Poles	on	: 10 jan 20	018 at: 15:50:41	
MAST GEOMETRY	(ft)				
PANEL NO.OF TYPE LEGS		ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
X 3 X 3 X 3 X 3 X 3 X 3 X 3 X 3 X 3 X 3		355.00 340.00 335.00 320.00 315.00 300.00 280.00 240.00 220.00 220.00 200.00 180.00 140.00 120.00 140.00 120.00 100.00 93.33 80.00 53.33 40.00 33.33 20.00 13.33	5.00 5.00 5.00 7.00 9.00 11.00 13.00 17.00 19.00 21.00 27.00 27.00 27.00 27.67 29.00 27.67 31.00 31.67 33.00 35.67 37.00	5.00 5.00 5.00 5.00 5.00 7.00 9.00 11.00 17.00 19.00 21.00 27.00 27.00 27.00 27.00 27.67 29.00 31.67 33.00 33.67 35.67	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 10.00 10.00 10.00 10.00 10.00 10.33 6.67 13.50 6.67 13.50 13.5
MEMBER TYPE			RADIUS OF GYRAT in	MODULUS	
LE LE LE LE LE DI DI DI DI DI DI DI DI DI DI DI DI DI	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 6.111\\ 7.952\\ 12.763\\ 16.101\\ 19.242\\ 21.206\\ 0.484\\ 1.152\\ 0.938\\ 0.902\\ 1.0902\\ 1.0902\\ 1.688\\ 1.938\\ 2.402\\ 2.559\\ 2.559\\ 2.559\\ 2.559\\ 2.559\\ 2.559\\ 3.609\\ 3.609\\ 3.609\\ 0.484\\ 1.152\end{array}$	0.787 0.787 0.787 0.787 0.787 0.787 0.626	29000. 0 29000. 0	.0000117 .0000117

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400357

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FACTORED MEMBER RESISTANCES = _____

BOTTOM ELEV	TOP ELEV ft	COMP	EGS TENS kin	COMP	GONALS TENS	COMP	ZONTALS TENS kin	COMP	RACING TENS kin
		_							
120.0 93.3 80.0 73.3 60.0 53.3 40.0 33.3 20.0 13.3 0.0	140.0 120.0 93.3 80.0 73.3 60.0 53.3 40.0 33.3 20.0 13.3	818.52 844.46 844.46 844.46 844.46 844.46 935.10 935.10 935.10 935.10	865.80 865.80 865.80 865.80 865.80 865.80 865.80 954.45 954.45 954.45	14.70 15.70 20.02 29.94 18.24 28.50 20.16 27.07 18.47 25.28 30.59 41.98	14.70 15.70 20.02 29.94 18.24 28.50 20.16 27.07 18.47 25.28 30.59 41.98	$\begin{array}{c} 0.00\\ 0.00\\ 15.85\\ 0.00\\ 17.13\\ 0.00\\ 15.58\\ 0.00\\ 16.75\\ 0.00\\ 25.67\end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 15.85\\ 0.00\\ 17.13\\ 0.00\\ 15.58\\ 0.00\\ 16.75\\ 0.00\\ 25.67\end{array}$	0.00 0.00 7.55 0.00 6.72 0.00 9.07 0.00 8.20 0.00 7.45	0.00 0.00 7.55 0.00 6.72 0.00 9.07 0.00 8.20 0.00 7.45

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

LOADING CONDITION A =====

89 mph wind with no ice. Wind Azimuth: 0+

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ويستعد وأشراف والمتحد والمتح

MAST LOADING -----

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	s DOWN kip	MOME VERTICAL ft-kip	TORSNAL ft-kip
с с с с с	360.0 350.0 338.0 326.0 314.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 $	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	0.30 10.74 7.97 7.91 7.85	0.15 7.20 4.80 4.80 4.80	$0.00 \\ $	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$
0 0 0 0 0 0 0 0	355.0 350.0 340.0 340.0 335.0 335.0 335.0 330.0 330.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	180.0 180.0 42.0 63.7 63.7 76.5 76.5 80.5	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	0.07 0.14 0.14 0.18 0.18 0.18 0.18 0.18 0.19	0.04 0.06 0.06 0.15 0.15 0.14 0.14 0.15	$\begin{array}{c} 0.00\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\end{array}$	0.00 0.00 0.11 0.12 0.12 0.13 0.13 0.13

SUPPRESS PRINTING

	FOR THIS LOADING					MAXIMUMS				
LOADS	DISPL	MEMBER	FOUNDN	ALL	DISPL	MEMBER	FOUNDN			
INPUT		FORCES	LOADS			FORCES	LOADS			
no	yes	yes	yes	no	no	no	no			

LOADING CONDITION M

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

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MAST LOADING

LOAD	ELEV	APPLY.LOAD.AT		LOAD	FORCE	s	MOMENTS		
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip	
		1.			ктр	ктр	TC~KIP	тс-ктр	
с	360.0	0.00	0.0	0.0	0.30	0.12	0.00	0.00	
С	350.0	0.00	0.0	0.0	10.74	5.40	0.00	0.00	
C	338.0	0.00	0.0	0.0	7.97	3.60	0.00	0.00	
C	326.0	0.00	0.0	0.0	7.91	3.60	0.00	0.00	
с	314.0	0.00	0.0	0.0	7.85	3.60	0.00	0.00	
D	355.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00	
D	350.0	0.00	180.0	0.0	0.07	0.03	ŏ.ŏŏ	0.00	
D	350.0	0.00	42.0	0.0	0.14	0.04	0.04	0.11	
D	340.0	0.00	42.0	0.0	0.14	0.04	0.04	0.11	

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, a a a a a a a a a a a a a a a a a a a	340.0 330.0 325.0 325.0 325.0 320.0 315.0 315.0 300.0 280.0 240.0 177.0 140.0 130.0 33.3 33.3 40.0 33.3 33.3 33.3 33.3 20.0 33.3 33		63.7 76.5 80.5 102.0 103.3 103.3 104.8 180.0 180.		0.18 0.19 0.21 0.21 0.23 0.23 0.23 0.24 0.25 0.26 0.26 0.28 0.28 0.28 0.29 0.311 0.31 0.32 0.32 0.32 0.32 0.32 0.32 0.32 0.32 0.32 0.332 0.23 0.332 0.32 0.331 0.331 0.332 0.332 0.332 0.331	$\begin{array}{c} 400357\\ 0.11\\ 0.11\\ 0.11\\ 0.11\\ 0.13\\ 0.15\\ 0.15\\ 0.15\\ 0.16\\ 0.17\\ 0.18\\ 0.23\\ 0.24\\ 0.24\\ 0.24\\ 0.24\\ 0.24\\ 0.24\\ 0.25\\ 0.30\\ 0.31\\ 0.35\\ 0.35\\ 0.38\\ 0.36\\ 0.42\\ 0.42\\ 0.36\\ 0.44\\ 0.44\\ 0.39\\ 0.46\\ 0.42\\ 0.36\\ 0.46\\ 0.42\\ 0.50\\ 0.46\\ 0.42\\ 0.50\\ 0.5$		$\begin{array}{c} 12\\ 0.13\\ 0.07\\ 0.07\\ 0.007\\ 0.006\\ 0.005\\ 0.005\\ 0.005\\ 0.055\\ 0.055\\ 0.055\\ 0.055\\ 0.055\\ 0.055\\ 0.055\\ 0.055\\ 0.055\\ 0.005\\ 0$
D D	33.3 33.3	0.00	$180.0 \\ 180.0$	0.0	0.26 0.31	0.42 0.50	0.00	0.04

SUPPRESS PRINTING _____

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LOADS INPUT		THIS LO MEMBER FORCES		ALL	DISPL	IMUMS MEMBER FORCES		
no	yes	yes	yes	no	no	no	no	

30 mph wind with 0.75 ice. Wind Azimuth: 0+

MAST LOADING ______

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
с сссс с	360.0 350.0 338.0 326.0 314.0	$0.00 \\ 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	0.05 1.35 1.64 1.62 1.61	0.31 18.60 12.37 12.34 12.32	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
D	355.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00

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0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	350.0 340.0 340.0 340.0 345.0 335.0 325.0 320.0 325.0 320.0 315.0 310.0 310.0 300.0 280.0 260.0 240.0 220.0 240.0 220.0 190.0 190.0 190.0 190.0 160.0 140.0 140.0 100.0 93.3 93.3 93.3 80.0 73.3 73.3 60.0 53.3 53.3 40.0 40.0	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	$\begin{array}{c} 0.01\\ 0.01\\ 0.02\\ 0.03\\$	400357 0.18 0.26 0.43 0.43 0.42 0.44 0.44 0.51 0.59 0.59 0.61 0.63 0.63 0.63 0.63 0.63 0.63 0.67 0.75 0.76 0.79 0.81 0.82 0.84 0.87 0.99 0.95 0.96 0.97 1.03 1.09 1.00 1.26 1.01 1.30 1.04 1.32 1.07	0.00 0.22 0.21 0.21 0.23 0.21 0.13 0.13 0.13 0.0000 0.0000 0.0000 0.0000 0.0000 0.00000 0.0000000000	$\begin{array}{c} 0.001\\ 0.011\\ 0.011\\ 0.001\\ 0.001\\ 0.001\\ 0.001\\ 0.001\\ 0.000\\ 0.$
D D D D	60.0 53.3 53.3 40.0	0.00 188.3 0.00 188.3 0.00 190.1 0.00 190.1	0.03 0.03 0.03 0.03	1.04 1.04 1.32	0.00 0.00 0.00	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$

SUPPRESS PRINTING

LOADS INPUT	FOR DISPL	THIS LO MEMBER FORCES	ADING FOUNDN LOADS	ALL	MAX DISPL	IMUMS MEMBER FORCES	FOUNDN LOADS	
no	yes	yes	yes	no	no	no	no	

MAXIMUM MAST DISPLACEMENTS:

ELEV	DEF	EAST	t)	TILTS (DEG)	TWIST
ft	NORTH		DOWN	NORTH	EAST	DEG
355.0	6.217 G	-5.982 D	0.096 G	2.569 G	2.474 J	-0.168 R
350.0	5.994 G	-5.767 D	0.091 G	2.572 G	2.477 J	-0.168 R
345.0	5.764 G	-5.546 D	0.086 G	2.548 G	2.454 J	-0.166 R
340.0	5.542 G	-5.332 D	0.081 G	2.478 G	2.386 J	-0.162 R
335.0	5.325 G	-5.123 D	0.076 G	2.443 G	2.351 J	-0.159 R
330.0	5.113 G	-4.919 D	0.072 G	2.383 G	2.294 J	-0.155 R
325.0	4.903 G	-4.717 D	0.067 G	2.300 G	2.214 5	0.150 L

$\begin{array}{c} 320.0\\ 315.0\\ 310.0\\ 305.0\\ 300.0\\ 295.0\\ 290.0\\ 285.0\\ 280.0\\ 273.3\\ 266.7\\ 260.0\\ 253.3\\ 246.7\\ 240.0\\ 253.3\\ 246.7\\ 240.0\\ 233.3\\ 226.7\\ 220.0\\ 210.0\\ 200.0\\ 190.0\\ 190.0\\ 190.0\\ 190.0\\ 190.0\\ 190.0\\ 190.0\\ 190.0\\ 190.0\\ 100.0\\ 190.0\\ 100.0\\ 100.0\\ 130.0\\ 120.0\\ 110.0\\ 100.0\\ 53.3\\ 80.0\\ 73.3\\ 60.0\\ 53.3\\ 40.0\\ 33.3\\ 20.0\\ \end{array}$	4.705 G 4.513 G 4.331 G 4.153 G 3.986 G 3.519 G 3.519 G 3.376 G 3.015 G 2.844 G 2.524 G 2.524 G 2.524 G 2.524 G 2.374 G 2.229 G 1.959 G 1.598 G 1.433 G 1.279 G 1.598 G 0.760 G 0.653 G 0.365	-4.526 D -4.342 D -3.995 D -3.834 D -3.528 D -3.528 D -3.528 D -3.384 D -3.246 D -2.899 D -2.734 D -2.735 J 1.882 J 1.703 J 1.882 J 1.703 J 1.376 J 1.228 J 0.960 J 0.729 J 0.626 J 0.354 J 0.355 J 0	0.063 G 0.056 G 0.053 G 0.053 G 0.045 G 0.045 G 0.045 G 0.045 G 0.039 e 0.037 e 0.037 e 0.037 e 0.037 e 0.037 e 0.034 e 0.034 e 0.034 e 0.034 e 0.034 e 0.034 e 0.034 e 0.034 e 0.035 e 0.034 e 0.035 e 0.034 e 0.035 e 0.025 e 0.0017 e 0.0016 e 0.0017 e 0.0017 e 0.0016 e 0.0017 e 0.0017 e 0.0017 e 0.0016 e 0.0016 e 0.0016 e 0.0017 e 0.0016 e 0.0017 e 0.0016 e	400357 2.186 G 2.108 G 2.027 G 1.939 G 1.780 G 1.780 G 1.710 G 1.639 G 1.512 G 1.455 G 1.398 G 1.342 G 1.232 G 1.232 G 1.178 G 1.232 G 1.178 G 1.232 G 1.178 G 1.232 G 1.178 G 1.073 G 0.890 G 0.830 G 0.772 G 0.658 G 0.601 G 0.555 G 0.417 G 0.389 G 0.328 G 0.321 G	2.104 J 2.029 J -1.952 D -1.868 D -1.782 D -1.7715 D -1.647 D -1.579 D -1.579 D -1.579 D -1.579 D -1.456 D -1.456 D -1.401 D -1.347 D -1.239 D -1.134 D -1.239 D -1.134 D -1.032 D -0.972 D -0.972 D -0.972 D -0.856 D -0.799 D -0.687 D -0.687 D -0.687 D -0.687 D -0.687 D -0.578 D -0.578 D -0.578 D -0.578 D -0.578 D -0.578 D -0.578 D -0.578 D -0.578 D -0.288 D -0.281 D -0.285 D -0.288 D -0.281 D -0.285 D -0.285 D -0.288 D -0.281 D -0.274 J -0.274 J	$\begin{array}{c} 0.144 \\ L \\ 0.137 \\ L \\ 0.125 \\ L \\ 0.125 \\ L \\ 0.125 \\ L \\ 0.125 \\ L \\ 0.105 \\ L \\ 0.095 \\ L \\ 0.095 \\ L \\ 0.085 \\ L \\ 0.068 \\ L \\ 0.042 \\ L \\ 0.036 \\ L \\ 0.042 \\ L \\ 0.036 \\ L \\ 0.029 \\ L \\ 0.020 \\ L \\ 0.020 \\ L \\ 0.014 \\ L \\ 0.014 \\ L \\ 0.011 \\ L \\ 0.016 \\ L \\ 0.007 \\ L \\ 0.006 \\ L \\$
33.3 20.0 13.3 0.0			0.007 i 0.004 i 0.003 i 0.000 A	0.130 G 0.077 G 0.052 G 0.000 A	0.125 J 0.074 J 0.050 J 0.000 A	0.006 L 0.003 L 0.002 L 0.000 A

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MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0			1.29 A	0.00 A
350.0	0.91 s	2.06 G	0.21 G	0.00 A
345.0	5.32 M	<u>5.56</u> н	0.27 I	0.00 A
340.0	19.89 M	5.85 T	0.46 Y	0.00 A
	35.23 м	8.51 M		
335.0	 59.36 м	10.54 в	0.32 A	0.00 A
330.0	 84.94 м	11.49 т	0.06 s	0.00 A
325.0			0.34 A	0.00 A
320.0	116.27 M	15.02 в	0.61 U	0.00 A
315.0	144.73 M	9.84 M	0.31 A	0.00 A
310.0	169.33 M	11.16 н	0.06 A	0.00 A
	192.61 M	10.84 T		
305.0	215.92 M	10.32 н	0.26 A	0.00 A
300.0	235.48 M	9.71 N	0.08 A	0.00 A
295.0	254.46 M	 9.43 н	0.17 A	0.00 A
290.0			0.09 A	0.00 A
285.0	271.09 M	9.07 T	0.14 A	0.00 A
280.0	287.32 M	8.94 в	0.08 A	0.00 A
20010	304.16 M	9.44 T	0.00 A	0.00 A

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				0357
273.3	322.90 м	 9.29 в	0.13 A	0.00 A
266.7	339.99 M	 9.14 т	0.08 A	0.00 A
260.0	356.59 M	9.13 т	0.11 A	0.00 A
253.3			0.07 A	0.00 A
246.7	372.11 M	9.12 T	0.09 A	0.00 A
240.0	387.33 м 	9.20 N	0.06 A	0.00 A
233.3	401.82 M	9.28 T	0.13 A	0.00 A
226.7	416.08 M	9.41 N	0.06 A	0.00 A
220.0	429.86 M	9.55 T	0.11 A	
	446.57 M	10.67 N		0.00 A
210.0	466.18 M	10.88 N	0.10 A	0.00 A
200.0	485.38 M	11.15 N	0.10 A	0.00 A
190.0	504.17 M	 11.43 т	0.09 A	0.00 A
180.0	 522.71 м	 11.77 N	0.09 A	0.00 A
170.0	540.98 M	12.15 N	0.08 A	0.00 A
160.0	559.12 M	12.15 N	0.06 A	0.00 A
150.0			0.07 A	0.00 A
140.0	577.09 M	12.95 N	0.06 A	0.00 A
130.0	594.95 м 	13.39 N	0.05 A	0.00 A
120.0	612.65 M	13.85 N	0.04 o	0.00 A
110.0	630.32 M	14.32 N	0.08 s	0.00 A
100.0	647.84 M	14.79 N	0.35 A	0.00 A
93.3	668.58 M	15.66 N	1.20 M	0.00 н
	667.25 M	20.51 N		
80.0	703.31 M	16.58 N	0.30 A	0.00 A
73.3	701.92 M	21.25 N	1.18 M	0.00 M
60.0	737.87 M	 17.49 N	0.30 A	0.00 A
53.3	736.42 м	21.97 N	1.14 Q	0.00 J
40.0	772.06 M	18.35 N	0.27 A	0.00 A
33.3			1.07 Q	0.00 T
20.0	770.48 M		0.09 A	0.00 T
13.3	805.66 M	19.12 N	1.00 U	0.00 R
0.0	803.92 M	23.16 N	0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	-1.09 A	-2.04 A	-1.30 G	0.00 A
350.0	-9.86 G	-2.04 А -5.58 в	-0.20 M	0.00 A
345.0	-24.66 G	-5.95 н	-0.20 o	0.00 A
340.0	-24.00 G	-3.95 H	-0.17 s	0.00 A

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335.0	-41.85 G	-8.90 G	-0.25 s	0.00 A
330.0	-68.51 G	-10.33 Т	-0.08 A	0.00 A
325.0	-94.86 G	-11.66 в	-0.27 s	0.00 A
320.0	-129.58 G	-14.95 T	-0.76 C	0.00 A
315.0	-158.27 G	-10.34 G	-0.26 s	0.00 A
310.0	-186.77 G	-11.00 T	-0.06 s	0.00 A
305.0	-211.00 G	-11.03 н	-0.23 s	0.00 A
300.0	-235.60 G	-10.22 T	-0.07 s	0.00 A
295.0	-255.81 G	-9.84 н	-0.15 s	0.00 A
290.0	-276.01 G	-9.36 T	-0.08 s	0.00 A
285.0	-293.46 G	- 9.17 н	-0.13 s	0.00 A
280.0	-310.87 G	-8.90 T	-0.13 S	0.00 A
	-328.86 G	-9.53 в		
273.3	-349.35 G	-9.27 T	-0.11 s	0.00 A
266.7	-367.95 G	-9.21 н	-0.07 s	0.00 A
260.0	-386.29 G	-9.12 N	-0.09 S	0.00 A
253.3	-403.45 G	-9.18 в	-0.06 S	0.00 A
246.7	-420.47 G	-9.20 т	-0.08 S	0.00 A
240.0	-436.67 G	-9.33 в	-0.06 S	0.00 A
233.3	-452.77 G	-9.42 н	-0.11 S	0.00 A
226.7	-468.36 G	-9.59 в	-0.05 s	0.00 A
220.0	-487.53 G	-10.71 в	-0.10 s	0.00 A
210.0	-510.24 G	-10.94 в	-0.09 s	0.00 A
200.0	-532.65 G	 -11.19 в	-0.09 s	0.00 A
190.0	-554.67 G	-11.49 в	-0.08 s	0.00 A
180.0	-576.54 G	-11.82 в	-0.07 s	0.00 A
170.0	-598.21 G	-12.20 н	-0.07 S	0.00 A
160.0	-619.86 G	-12.59 в	-0.06 s	0.00 A
150.0	-641.37 G	 -13.01 н	-0.06 s	0.00 A
140.0	 -662.97 G	-13.44 в	-0.05 s	0.00 A
130.0	-684.58 G	-13.91 н	-0.04 s	0.00 A
120.0	-706.34 G	-14.36 в	-0.04 I	0.00 A
110.0	-728.07 G	-14.84 н	-0.09 A	0.00 A
100.0	-752.67 G	-15.76 G	-0.32 s	0.00 A
93.3	-754.44 G	-20.57 в	-1.42 G	0.00 C
80.0	-796.27 G	-16.76 G	-0.27 S	0.00 A
73.3	-798.11 G	-21.33 B	-1.40 C	0.00 R
60.0	-840.15 G	-17.61 в	-0.26 S	0.00 A
53.3	-842.08 G		-1.36 G	0.00 C
40.0	-884.03 G	-18.47 в	-0.23 s	0.00 A
33.3			-1.30 C	0.00 o

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	-886.14 G	-22.67 в	400)357
20.0			-0.08 s	0.00 o
13.3	-928.08 G	-19.22 в	-1.25 C	0.00 н
0.0	-930.40 G	-23.21 в	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	TOTAL			
NORTH	EAST	DOWN	UPLIFT	SHEAR
86.37 G	74.39 K	956.82 G	-825.65 M	86.37 G

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

north	IORIZONTA EAST	TOTAL TOTAL	DOWN	NORTH	OVERTURNING EAST	TOTAL @ 0.0	ORSION
140.8	133.8	140.8	383.8	28899.1	27677.6	28899.1	63.9
G	J	G	e	G	ر	G	L

Latticed Tower Analysis (Unguyed) Processed under license at:	(c)2013 Guymast Inc. 416-736-7453
Sabre Towers and Poles	on: 10 jan 2018 at: 15:51:24

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

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

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MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	HORIZ HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
с с с с с с	360.0 350.0 338.0 326.0 314.0	0.00 0.00 0.00 0.00 0.00	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 $	0.09 3.05 2.27 2.25 2.23	0.13 6.00 4.00 4.00 4.00	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.00 \\ $
D D D D	355.0 350.0 350.0 340.0 340.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 $	180.0 180.0 42.0 42.0 65.8	0.0 0.0 0.0 0.0 0.0	0.02 0.02 0.04 0.04 0.05	0.03 0.03 0.05 0.05 0.12	0.00 0.00 0.05 0.05 0.05	0.00 0.00 0.03 0.03 0.03

0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	$\begin{array}{c} 325.0\\ 325.0\\ 320.0\\ 320.0\\ 315.0\\ 300.0\\ 280.0\\ 260.0\\ 240.0\\ 220.0\\ 170.0\\ 170.0\\ 120.0\\ 120.0\\ 120.0\\ 120.0\\ 120.0\\ 120.0\\ 120.0\\ 120.0\\ 133.3\\ 60.0\\ 53.3\\ 40.0\\ 33.3\\ 20.0\\ 33.3\\ 20.0\\ \end{array}$				0.05 0.06 0.07 0.07 0.07 0.07 0.07 0.07 0.07 0.08 0.08 0.08 0.08 0.09	$\begin{array}{c} 400357\\ 0.12\\ 0.14\\ 0.17\\ 0.17\\ 0.17\\ 0.18\\ 0.20\\ 0.25\\ 0.25\\ 0.25\\ 0.26\\ 0.27\\ 0.27\\ 0.34\\ 0.34\\ 0.34\\ 0.39\\ 0.42\\ 0.40\\ 0.40\\ 0.49\\ 0.49\\ 0.49\\ 0.49\\ 0.49\\ 0.49\\ 0.43\\ 0.51\\ 0.51\\ 0.56\\ 0.56\\ 0.56\\ 0.56\\ 0.55\\ 0.5$		$\begin{array}{c} 0.03\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.01\\ 0.00\\ 0.01\\ 0.00\\ 0.00\\ 0.00\\$
D	33.3	0.00	180.0	0.0	0.09	0.56	0.00	0.01

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SUPPRESS PRINTING

LOADS INPUT		THIS LO MEMBER FORCES		ÄLL		IMUMS MEMBER FORCES		
no	yes	yes	yes	no	no	no	no	

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MAXIMUM MAST DISPLACEMENTS:

ELEV	DEF	LECTIONS (f	t)	TILTS (DEG)	TWIST
ft	NORTH	EAST	DOWN	NORTH	EAST	DEG
355.0 340.0 345.0 335.0 330.0 325.0 315.0 310.0 305.0 300.0 295.0 290.0 285.0 285.0 285.0 285.0 285.0 285.0	1.777 G 1.714 G 1.648 G 1.522 G 1.402 G 1.402 G 1.291 G 1.238 G 1.188 G 1.188 G 1.140 G 1.093 G 1.049 G 1.049 G 0.965 G 0.913 G	1.711 J 1.649 J 1.525 J 1.465 J 1.407 J 1.294 J 1.294 J 1.294 J 1.192 J 1.192 J 1.192 J 1.097 J 1.052 J 1.009 J 0.968 J	0.023 G 0.021 G 0.021 G 0.021 G 0.020 G 0.020 G 0.019 G 0.019 G 0.018 G 0.017 G 0.017 G 0.017 G 0.016 G 0.016 G 0.015 G	0.734 G 0.735 G 0.728 G 0.698 G 0.698 G 0.624 G 0.657 G 0.624 G 0.624 G 0.579 G 0.529 G 0.529 G 0.529 G 0.529 G 0.489 G 0.488 G 0.432 G	0.707 J 0.708 J 0.701 J 0.682 J 0.672 J 0.656 J 0.633 J 0.601 J 0.580 J 0.558 J 0.558 J 0.558 J 0.559 J 0.509 J 0.490 J 0.471 J 0.451 J 0.432 J 0.416 J	0.048 L 0.047 L 0.046 L 0.045 L 0.043 L 0.043 L 0.039 L 0.037 L 0.034 L 0.033 L 0.033 L 0.031 L 0.031 L 0.030 L 0.029 L 0.027 L

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MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0			0.37 A	0.00 A
350.0	0.21 G	0.60 G	0.06 G	0.00 A
345.0	0.00 A	1.58 н 	0.10 I	0.00 A
340.0	4.10 A	1.65 н 	0.21 A	0.00 A
335.0	7.91 A	2.32 A	0.12 A	0.00 A
	14.01 A	3.07 н		
330.0	21.16 A	3.23 в	0.01 G	0.00 A
325.0	29.03 A	4.30 н	0.12 A	0.00 A
320.0	 37.17 А	2.66 A	0.11 I	0.00 A
315.0	42.89 A	3.22 в	0.10 A	0.00 A
310.0	49.24 A		0,02 A	0.00 A
305.0	-	3.01 в	0.09 A	0.00 A
300.0	55.51 A	2.97 н 	0.02 A	0.00 A
295.0	60.94 A	2.72 в	0.06 A	0.00 A
290.0	66.01 A	2.71 н	0.03 A	0.00 A
285.0	70.56 A	2.55 н	0.05 A	0.00 A
	74.89 A	2.57 в		
280.0	79.42 A	2.67 в	0.03 A	0.00 A
273.3	84.32 A	2.67 в	0.04 A	0.00 A
266.7	 88.83 A	 2.59 в	0.02 A	0.00 A
260.0	93.14 A	2.62 в	0.03 A	0.00 A
253.3			0.02 A	0.00 A
246.7	97.18 A	2.60 B	0.03 A	0.00 A
	101.09 A	2.65 в		

			40	0357
240.0	104.83 A	2.65 н	0.02 A	0.00 A
233.3	108.47 A	2.71 в	0.04 A	0.00 A
226.7			0.02 A	0.00 A
220.0	112.00 A	2.74 н	0.04 A	0.00 A
210.0	116.20 A	3.06 в	0.03 A	0.00 A
200.0	121.06 A	3.11 н	0.03 A	0.00 A
190.0	125.77 A	3.19 в	0.03 A	
	130.36 A	3.26 н		0.00 A
180.0	134.85 A	3.36 в	0.03 A	0.00 A
170.0	139.25 A	3.46 в	0.03 A	0.00 A
160.0	143.58 A	3.58 в	0.02 A	0.00 A
150.0	147.87 A		0.02 A	0.00 A
140.0		3.69 в	0.02 A	0.00 A
130.0	152.06 A	3.81 в	0.02 A	0.00 A
120.0	156.16 A	3.94 в	0.01 c	0.00 A
110.0	160.20 A	4.08 в	0.02 G	0.00 A
100.0	164.17 A	4.21 в		
	169.25 A	4.44 н	0.12 A	0.00 A
93.3	167.77 A	5.83 в	0.30 A	0.00 н
80.0	176.96 A	4.69 н	0.10 A	0.00 A
73.3	175.43 A	6.04 н	0.30 I	0.00 в
60.0	175.45 A 184.51 A	4.95 н	0.10 A	0.00 A
53.3			0.28 A	0.00 J
40.0	182.90 A	6.24 н	0.09 A	0.00 A
33.3	191.84 A	5.19 н	0.26 E	0.00 J
20.0	190.09 A	6.41 н	0.03 A	0.00 J
13.3	198.75 A	5.42 н		
	196.82 A	6.58 н	0.24 I	0.00 D
0.0			0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
355.0	0 37 4	-0.58 A	-0.38 G	0.00 A
350.0	-0.37 A		-0.05 A	0.00 A
345.0	-4.22 G	-1.61 H	-0.03 C	0.00 A
340.0	-8.48 G	-1.73 H	0.00 A	0.00 A
335.0	-13.92 G	-2.64 G	-0.04 G	0.00 A
330.0	-22.25 G	-2.88 в	-0.03 A	0.00 A
. 325.0	-29.92 G	-3.38 н	-0.05 G	0.0Q A
320.0	-40.78 G	-4.24 в	-0.26 C	0.00 A
315.0	-48.93 G	-3.07 G	-0.06 G	0.00 A

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310.0	-58.17 G		-0.01 G	0.00 A
305.0	-65.28 G	-3.20 H	-0.05 G	0.00 A
300.0	-72.60 G		-0.02 G	0.00 A
295.0	-78.48 G	-2.85 н	-0.03 G	0.00 A
290.0	-84.53 G	-2.65 Н	-0.02 G	0.00 A
285.0	-89.68 G		-0.03 G	0.00 A
280.0	-94.93 G	-2.53 В	-0.02 G	0.00 A
273.3	-100.32 G	-2.76 В	-0.03 G	0.00 A
266.7	-106.59 G	-2.65 B	-0.02 G	0.00 A
260.0	-112.26 G	-2.66 в	-0.02 G	0.00 A
253.3	-117.92 G	-2.62 в	-0.02 G	0.00 A
246.7	-123.21 G	-2.65 в	-0.02 G	0.00 A
240.0	-128.51 G	-2.65 H	-0.01 G	0.00 A
233.3	-133.54 G	-2.70 в	-0.03 G	0.00 A
226.7	-138.57 G	-2.72 н	-0.01 G	0.00 A
220.0	-143.45 G	-2.78 в	-0.02 G	0.00 A
210.0	-149.51 G	-3.10 н	-0.02 G	0.00 A
200.0	-156.73 G	-3.16 в	-0.02 G	0.00 A
190.0	-163.88 G	-3.23 н	-0.02 G	0.00 A
180.0	-170.91 G	-3.32 B	-0.02 G	0.00 A
170.0	-177.91 G	-3.41 н	-0.02 G	0.00 A
160.0	-184.86 G	-3.51 в	-0.01 G	0.00 A
150.0	-191.82 G	-3.62 в	-0.01 G	0.00 A
140.0	-198.73 G	-3.74 в	-0.01 G	0.00 A
130.0	-205.72 G	-3.86 в	-0.01 G	0.00 A
120.0	-212.74 G	-4.00 в	-0.01 I	0.00 A
110.0	-219.85 G	-4.12 в	-0.03 A	0.00 A
100.0	-226.98 G	-4.26 в	-0.07 G	0.00 A
93.3	-234.74 G	-4.53 в	-0.44 G	0.00 K
80.0	-236.22 G	-5.89 в	-0.06 G	0.00 A
73.3	-249.13 G	-4.82 G	-0.43 G	0.00 G
60.0	-250.66 G	-6.11 в	-0.06 G	0.00 A
53.3	-263.68 G	-5.06 в	-0.42 к	0.00 c
40.0	-265.29 G	-6.31 в	-0.05 G	0.00 A
33.3	-278.33 G	-5.30 н	-0.41 к	0.00 в
20.0	-280.09 G	-6.49 н	-0.02 G	0.00 в
13.3	-293.24 G	-5.50 н	-0.40 C	0.00 K
0.0	-295.17 G	-6.63 н	0.00 A	0.00 A
0.0			0.00 A	.0.00 A

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MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

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	TOTAL			
NORTH	EAST	DOWN	UPLIFT	SHEAR
26.36 G	22.71 к	303.56 G	-202.03 A	26.36 G

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

NORTH	ORIZONTA EAST @	L TOTAL 0.0	DOWN	NORTH	-OVERTURNING EAST	TOTAL 4 0.0	ORSION
40.2	38.2	40.2	137.3	8260.1	7912.8	8260.1	18.1
G	J	G	D	G	J	G	L

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 355' S3TL Series HD1 Customer AT&T Project Number 400357 Date 1/12/2018 Engineer NM

Overall Loads:

Factored Moment (ft-kips) Factored Axial (kips) Factored Shear (kips) Individual Leg Loads: Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)

Width of Tower (ft) Ultimate Bearing Pressure Bearing Φs

Bearing Design Strength (ksf) Water Table Below Grade (ft) Width of Mat (ft) Thickness of Mat (ft) Depth to Bottom of Slab (ft) Bolt Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Mat Bar Diameter in Mat (in) Area of Bars in Mat (in²) Spacing of Bars in Mat (in) Quantity of Bars Pier Bar Diameter in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in²) Spacing of Bars in Pier (in) f'c (ksi) fy (ksi) Unit Wt. of Soil (kcf) Unit Wt. of Concrete (kcf) Volume of Concrete (yd³)

	_
28899.09	
383.80	
140.84	
826.00]
957.00	1
86.00	

37
16.00
0.75
12
999
45.5
2
11
19

Max.

65.5
5.5
0.5
9
76
1
59.69
7.19
28
1
0.5
12
21.99
6.49
4.5
60
0.12
0.15
178 43

Anchor Bolt Count (per leg)	6
Tower eccentric from mat (ft)	= 3
Allowable Bearing Pressure (ksf)	8.00
Safety Factor	2.00
x. Factored Net Bearing Pressure (ksf)	2.23
Minimum Mat Width (ft)	45.17
Minimum Pier Diameter (ft)	2.92
Equivalent Square b (ft)	4.87
Recommended Spacing (in)	6 to 12
Minimum Pier A _s (in ²)	17.11
Recommended Spacing (in)	5 to 12

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

MAT FOUNDATION DESIGN BY S	ADRE IOWERS	a POLES (CONTINUED)	
Two-Way Shear:			
Average d (in)	20		
φv _c (ksi)	0.228	v _u (ksi)	0.218
$\phi V_{c} = \phi (2 + 4/\beta_{c}) f'_{c}^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.306	*	
$\phi v_{c} = \phi 4 f'_{c}^{1/2}$	0.228		
Shear perimeter, b_0 (in)			
	237.09		
β _c	1		
Stability:			
Overturning Design Strength (ft-k)	60937.0	Factored Overturning Moment (ft-k)	30518.8
One-Way Shear:	00337.0	Factored Overturning Moment (It-K)	30310.0
ϕV_c (kips)	1245.3	V _u (kips)	694.5
Pier Design:	1243.0		004.0
Design Tensile Strength (kips)	1187.5	Tu (kips)	826.0
ϕV_n (kips)	205.5	V _u (kips)	86.0
$\phi V_c = \phi 2(1 + N_u/(500A_g)) f'_c b_w d$	205.5		00.0
		*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	005.4
V _s (kips)	0.0	o o n (11)	935.1
Maximum Spacing (in)	7.10	(Only if Shear Ties are Required)	11.10
Actual Hook Development (in)	19.00	Req'd Hook Development I _{dh} (in)	11.42
Anchor Bold Bull Out		*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Bolt Pull-Out:	EAE A	D (king)	000.0
$\phi P_c = \phi \lambda (2/3) f'_c (2.8 A_{SLOPE} + 4 A_{FLAT})$		P _u (kips)	826.0
Pier Rebar Development Length (in)	43.00	Required Length of Development (in)	31.11
Flexure in Slab:	Ed da O	M (ft king)	5100.0
ϕM_n (ft-kips)	5141.8	M _u (ft-kips)	5126.2
a (in) Steel Ratio	1.71 0.00547		
β1	0.825		
Maximum Steel Ratio (pt)	0.0197		
Minimum Steel Ratio Rebar Development in Pad (in)	0.0018	Required Development in Red (in)	12.00
Rebar Development in Pad (in)	135.07	Required Development in Pad (in)	12.00
Condition	1 is OK, 0 Fails	1	
Minimum Mat Width	1		
Maximum Soil Bearing Pressure	1		
Pier Area of Steel	1		
Pier Shear	1		
Two-Way Shear	1		
Overturning	1		
Anchor Bolt Pull-Out	1		
Flexure			
Steel Ratio			
Length of Development in Pad Interaction Diagram Visual Check	1	λ	
One-Way Shear	1		
Hook Development	1		
Minimum Mat Depth	1		
		1	

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 355' S3TL Series HD1 Customer Name AT&T Job Number 400357 Date 1/12/2018 Engineer NM

Factored Uplift (kips)	826	Anchor Bolt Count (per leg)	6
Factored Download (kips)	957		
Factored Shear (kips)	86		
Ultimate Bearing Pressure	100		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	75		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	19		
Top of Concrete to Top			
of Bottom Threads (in)	65.5		
Pier Diameter (ft)	4	Minimum Pier Diameter (ft)	2.92
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	36		
Quantity of Bars	18		
Bar Diameter (in)	1.41		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	9		
Area of Bars (in ²)	28.11	Minimum Area of Steel (in ²)	9.05
Spacing of Bars (in)	6.91		Lasso and the second se
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Φs	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd ³)	16.99		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?		0	
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
5	0.00	0.00	0.11
11	2.00	2.00	0.12
15	4.00	4.00	0.135
40	6.00	6.00	0.135
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

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

	1.1	
	942.5	
	1451.4	
-	2393.9	

Factored Net Download (kips)

958.1

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED) Uplift: Nominal Skin Friction (kips) 1935.2 Wc, Weight of Concrete (kips) 68.8 W_R, Soil Resistance (kips) 2563.3 ΦsWr+0.9Wc (kips) 1984.4 Uplift Design Strength (kips) Factored Uplift (kips) 826.0 1513.3 Pier Design: Design Tensile Strength (kips) Tu (kips) 826.0 1517.7 φV_n (kips) V_u (kips) 103.8 86.0 $\phi V_c = \phi 2(1 + N_u / (500 A_a)) f'_c^{1/2} b_w d$ (kips) 18.3 *** $V_s max = 4 f'_c^{1/2} b_w d$ (kips) V_s (kips) 100.5 494.6 Maximum Spacing (in) 9.76 (Only if Shear Ties are Required) *** Ref. ACI 11.5.5 & 11.5.6.3 Anchor Bolt Pull-Out: $\phi P_c = \phi \lambda(2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$

Rebar Development Length (in)

272.8	P _u (kips)	826.0
52.21	Required Length of Development (in)	34.32

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

EXHIBIT D COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

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

Address/City/Contact Utility Type Status

▼ Active ▼

Search

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	с	Morristown	LΩ
View	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	ĹΝ
View	4110850	AltaWorx, LLC	Cellular	С	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	с	Toledo	он
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	44 1115 1 (11)	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	с	Clayton	WA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	IJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4108750	Blue Jay Wireless, LLC	Cellular	С	Carroliton	тх
View	4202300	Bluegrass Wireless, LLC	Cellular	Α	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4110050	CampusSims, Inc.	Cellular	D	Boston	MA

https://psc.ky.gov/utility_master/mastersearch.aspx

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Utility Master Information -- Search

		Utility Master Information – Search				
View		Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	CN
View	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	Α	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	ŢΧ
View	4001900	CTC Communications Corp. d/b/a EarthLink Business I	Cellular	D	Grand Rapids	MI
View	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	КY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4	Flash Wireless, LLC	Cellular	С	Concord	NC
View		France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
View		Google North America Inc.	Cellular	В	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	נא
View	4110600	Horizon River Technologies, LLC	Cellular	с	Atlanta	GA
View	4 <u></u>	i-Wireless, LLC	Cellular	A	Newport	KΥ
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	КY
View	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	КY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4110900	Lunar Labs, Inc.	Cellular	С	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	ĽΝ
View	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ

https://psc.ky.gov/utility_master/mastersearch.aspx

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Utility Master Information - Search

		Utility Master Information – Search				
		LLC dba AT&T Mobility, PCS				ļ
View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	UJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	КS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	С	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	ТХ
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View		PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	он
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View	4110350	Regional Strategic Partners LLC	Cellular	D	Buford	GA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View		Rural Cellular Corporation	Cellular	1	Basking Ridge	U
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View		SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4200600	Shenandoah Personal Communications, LLC	Cellular	A	Edinburg	VA
View	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	ΓN
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	А	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	ТΧ
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	ТХ
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation dba Life Wireless	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Kansas City	MO
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON

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Utility Master Information -- Search

View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	IJ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc.	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	С	Lone Tree	CO
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110100	Windward Wireless LLC	Cellular	D	Suwanee	GA
View	4110950	Wing Tel Inc.	Cellular	С	New York	NY
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	KY

EXHIBIT E FAA

Aeronautical Study No. 2017-ASO-25574-OE



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

Issued Date: 02/12/2018

Dave Cundiff - Dana Irvin AT&T Mobility 208 S. Akard St., 1012.4 Dallas, TX 75202

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

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

Structure:	Antenna Tower Fortner Ridge
Location:	Owenton, KY
Latitude:	38-33-01.25N NAD 83
Longitude:	84-42-55.36W
Heights:	769 feet site elevation (SE)
	370 feet above ground level (AGL)
	1139 feet above mean sea level (AMSL)

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

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

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

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

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

This determination expires on 08/12/2019 unless:

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

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

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

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (202) 267-5281, or lynnette.farrell@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-25574-OE.

Signature Control No: 351296024-356812144 Lynnette Farrell Technician

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Attachment(s) Frequency Data Map(s)

cc: FCC

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Frequency Data for ASN 2017-ASO-25574-OE

LOW	HIGH	FREQUENCY		ERP
FREQUENCY	FREQUENCY	UNIT	ERP	UNIT
(7		55	1DW
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	· W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	Ŵ
2305	2360	MHz	2000	Ŵ
2305	2310	MHz	2000	Ŵ
2345	2360	MHz	2000	Ŵ
2496	2690	MHz	500	Ŵ

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TOPO Map for ASN 2017-ASO-25574-OE

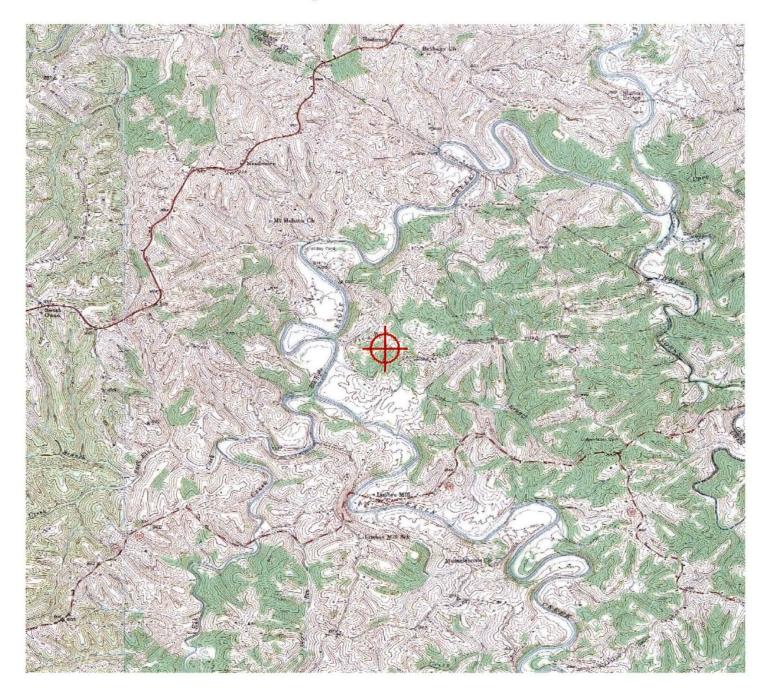


EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY AIRPORT ZONING COMMISSION

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

February 14, 2018

APPROVAL OF APPLICATION

APPLICANT: John Monday John Monday 3300 E. Renner Rd B3132 Richardson, TX 75082

SUBJECT: AS-094-K62-2018-015

STRUCTURE:Antenna TowerLOCATION:Owenton, KYCOORDINATES:38° 33' 1.25" N / 84° 42' 55.36" WHEIGHT:370' AGL/1139'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 370'AGL/1139'AMSL Antenna Tower near Owenton, KY 38° 33' 1.25" N / 84° 42' 55.36" 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.

A copy of the approved application is enclosed for your files.

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

John Houlihan Administrator



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

CONSTRUCTION/ALTERATION STATUS REPORT

February 14, 2018

AERONAUTICIAL STUDY NUMBER: AS-094-K62-2018-015

John Monday John Monday 3300 E. Renner Rd B3132 Richardson, TX 75082

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on February 14, 2018. 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 Tower
LOCATION:	Owenton, KY
COORDINATES:	38° 33' 1.25" N / 84° 42' 55.36" W
HEIGHT:	370' AGL /1139'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).

Date construction was completed.

Type of obstruction marking/painting.

Type of obstruction	lighting.	

As built coordinates.

Miscellaneous Information.

DATE

SIGNATURE/TITLE



An Equal Opportunity Employer M/F/D

2018-015



KENTUCKY TRANSPORTATION CABINET

KENTUCKY AIRPORT ZONING COMMISSION

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

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

	A REAL PROPERTY OF THE OWNER WATER OF THE OWNER			A CONTRACTOR OF A CONTRACTOR O		
APPLICANT (name) John Monday						
ADDRESS (street)	CITY			2-2018-065		
3300 E. Renner Road, B3132	Richardson		STATE TX	75082		
APPLICANT'S REPRESENTATIVE (name)	PHONE	FAX				
Roy Johnson	502-445-2475	502-222-4266				
ADDRESS (street)	CITY		STATE	ZIP		
3605 Mattingly Road	Buckner		KY	40010		
APPLICATION FOR X New Construct			WORK SCHEDULE			
	porary (months	days)	Start End	TBD		
TYPE Crane Building		G/LIGHTING PREFE				
X Antenna Tower		int White- med	-	-		
Power Line Water Tank	Dual- red & me	dium intensity white	Dual- red & h	gh intensity white		
LATITUDE	LONGITUDE	2 14 (46-14 F) Ho	DATUM X NAD	83 NAD27		
38° 33' 01.25 "	84 ° 42' 5	5.36 "	Other			
NEAREST KENTUCKY City ^{Owenton} County Owen	NEAREST KENTUCH K62 Gene Snyder	Y PUBLIC USE OR M	ILITARY AIRPORT			
SITE ELEVATION (AMSL, feet) 769	TOTAL STRUCTURE	E HEIGHT (AGL, feet)	CURRENT (FAA aeronautical study #) 2017-ASO-25574-OE			
OVERALL HEIGHT (site elevation plus to		feet)	PREVIOUS (FAA ae			
1139	ada at a state of the state of					
DISTANCE (from nearest Kentucky publi 17.78 NM	c use or Military airp	port to structure)	PREVIOUS (KY aero	onautical study #)		
DIRECTION (from nearest Kentucky pub Southwest	lic use or Military ai	rport to structure)				
DESCRIPTION OF LOCATION (Attach US	GS 7.5 minute quad	rangle map or an air	port layout drawing	with the precise site		
marked and any certified survey.)						
1A a	and Quad attached					
DESCRIPTION OF PROPOSAL	1 6 - 6 10					
AT&T proposes to construct a 355' cell tov	ver with a 15' lightning	g rod for an overall hei	ght of 370'.			
FAA Form 7460-1 (Has the "Notice of Control	onstruction or Altero	ation" been filed with	the Federal Aviatio	n Administration?)		
CERTIFICATION (I hereby certify that al	the above entries, r	nade by me, are true	, complete, and corr	ect to the best of		
my knowledge and belief.)			,,			
PENALITIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or						
imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)						
NAME TITLE Michelle Ward Sr. Real Estate M	Igr.	fine white	DATE 01/03/18			
	Chairperso		1			
Administrator, KAZC						
Approved SIGNATURE	him		DATE Z-/	9-18		

EXHIBIT G GEOTECHNICAL REPORT

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February 28, 2017

Mr. Jacob Goralski, P.E. Irish Tower, LLC 4603 Bermuda Drive, Sugar Land, TX 77479

ECS Project No. 26:3125-D

Reference: Report of Subsurface Exploration and Geotechnical Engineering Services Fortner Ridge Road Tower 410 Fortner Ridge Road Owenton, Kentucky

Dear Mr. Goralski:

ECS Southeast, LLP (ECS) has completed the subsurface exploration for the proposed construction of a self-supported tower located on Fortner Ridge Road, approximately 4,600 feet west of the intersection with Roland Road. The purpose of these services was to explore the subsurface soil and groundwater conditions at the self-support site, and to develop geotechnical recommendations pertaining to foundation support of the structure. This report explains our understanding of the project, documents our findings, and presents our conclusions and geotechnical engineering recommendations to serve as an aid during the design and construction of the project.

PROJECT INFORMATION AND PROPOSED CONSTRUCTION

The project will consist of the construction of a new 355+-foot tall self-supported tower with a 15-foot lightning arrestor and fenced equipment compound. The proposed tower site is located in a grassed area surrounded by trees. See the attached Site Location (Figure 1) and Boring Location Diagram (Figure 2). We have received preliminary site plans showing the site boundaries and proposed tower location. No loading information was provided for the tower. Based on information provided from the client, the current elevation at the center of the tower is at an approximate elevation of 771 feet MSL. To achieve the proposed grading at the tower site, we anticipate that negligible cut and fill will be required. We do not anticipate that any significant stormwater management (SWM) facilities or site retaining walls will be required for this project.

EXPLORATION PROCEDURES

The site subsurface conditions were explored on January 30, 2017 through the completion of three Standard Penetration Test (SPT) borings surrounding the staked center of the tower location. The borings were drilled to auger refusal. The approximate boring locations are shown on the attached Boring Location Diagram (Figure 2). The boring locations were based on a survey stake-out that was performed by others. Prior to drilling, underground utilities were cleared through the Kentucky 811 system.

A CME 45 truck-mounted drill rig was utilized to complete the SPT borings. The drill rig utilized 3 ¼ inch hollow stem augers to advance the boreholes. Representative soil samples were secured by means of conventional split-barrel sampling procedures (ASTM D1586). In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler

through the final 12-inch interval, after initial setting of 6 inches, is termed the Standard Penetration Test (SPT) value or N-value, and is indicated for each sample on the attached boring logs.

The SPT values can be used as a qualitative indication of the in-place relative density of cohesionless soils, and as a relative indication of consistency in cohesive soils. This indication is qualitative, since many factors can significantly affect the standard penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod-sampler assemblies. The drill rig utilized an automatic hammer to drive the sampler.

Field logs of the soil encountered at the boring locations was maintained by the drilling crew. After recovery, each geotechnical sample was removed from the sampler and visually classified by the driller. Representative portions of each soil sample were then sealed in plastic bags and transported to our laboratory in Nashville (Franklin), Tennessee for further visual examination. Observations for groundwater were made during sampling and upon completion of the drilling operations. After completion of the drilling operations, the boreholes were backfilled with auger cuttings and excess soil was mounded at the surface.

CLASSIFICATION AND LABORATORY TESTING PROCEDURES

A geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (ASTM D 2487). The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs summary. A brief explanation of the Unified Soil Classification System (USCS) is included with this report. The engineer grouped the various soil types into the major zones noted on the boring logs. The stratification lines designating the interfaces between materials on the exploration records are approximate; in situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

SITE GEOLOGY

The USGS Geologic Map of the Lawrenceville Quadrangle (1975) indicates this particular site is underlain by the Kope and Clays Ferry Formation. This formation typically consists of limestone and shale, interbedded; gray to olive-gray and weathers to form light gray to yellowish-gray; planar to lenticular, thin to medium bedded in lower half; wavy to irregular to nodular, thin to thick bedded in upper half.



Figure 1 - USGS Geologic Map of the Lawrenceville Quadrangle (approximate site location highlighted)

SUBSURFACE CONDITIONS

The subsurface conditions discussed in the following paragraphs, and those shown on the boring logs, represent an estimate of the subsurface conditions based on interpretation of the exploration data using normally accepted geotechnical engineering judgments. It should be noted that the transition between different soil strata is often less distinct than what is shown on the exploration records.

In general, the exploration revealed approximately 3 inches of topsoil overlying fat clay and lean clay to depths ranging from approximately 3½ to 17 feet. SPT N-values for the clay materials varied from 10 to 46 blows per foot (bpf). Auger refusal was encountered at each boring location at depths ranging from approximately 3½ to 17 feet below the existing ground surface. The encountered conditions are shown on the attached boring logs.

Groundwater was not encountered at the time of our exploration. It should be noted that groundwater can vary on a seasonal basis due to precipitation, evaporation, surface run-off, area stream levels and other factors not immediately apparent at the time of this exploration. It is also possible for groundwater to exist in a perched condition at other depths and locations within the soil overburden or at the soil/rock interface.

ANALYSIS AND RECOMMENDATIONS

General

The following recommendations have been developed on the basis of the previously described project information and subsurface conditions identified during this study. If there are any changes to the project characteristics, or if differing subsurface conditions are encountered during construction, ECS should be consulted so that the recommendations of this report can be reviewed and revised, as necessary.

Subgrade Preparation

Vegetation, topsoil, and all other soft, unsuitable, or deleterious material should be removed from the existing ground surface at the foundation areas. These operations should extend at least 5 feet beyond the edge of planned structures, where practical. After examining the exposed soils, loose and yielding areas should be identified by proofrolling with an approved piece of equipment, such as a loaded dump truck, having an axle weight of at least 10 tons. Unsuitable or unstable subgrade materials may require moisture conditioning, in-place densification, or removal and replacement with new engineered fill.

Engineered Fill

The first layer of fill should be placed in a relatively uniform horizontal lift and be adequately keyed into the stripped and scarified subgrade soils. Fill materials should be free of organics, wet/frozen materials, or other deleterious materials. Engineered fill materials should consist of low to moderately plastic clays and silts, or coarse grained material such as sand and gravel, with a maximum Liquid Limit no greater than 50, and a maximum Plasticity Index no greater than 30. In general, we recommend material to be used as engineered fill have a Standard Proctor maximum dry density of at least 90 pcf. Engineered soil fill should be placed in maximum loose lifts of 8 inches and compacted to at least 95 percent of the Standard Proctor (ASTM D698) maximum dry density, with the upper 2 feet compacted to at least 100 percent of the same standard. Soil engineered fill should be compacted within 2 percentage points of the optimum moisture content, per the Standard Proctor method. Soil fill should not contain rock material greater than 4 inches in diameter.

Fill operations should be observed on a full-time basis by an experienced engineering technician to determine the required degree of compaction is being achieved. We recommend that a minimum of one compaction test per 2,500 square-foot area be performed for each lift of engineered fill for structural areas, and that at least one test per lift per 100 linear feet of utility trench backfill.

Equipment Shelter Foundations

Based upon our findings, the equipment shelter may be supported by a turned-down monolithic slab-on-grade with foundation elements bearing on the undisturbed natural residual soils or properly-compacted engineered fill. These foundations can be designed for a maximum net allowable soil bearing pressure of up to 2,500 psf. For footings constructed in accordance with the requirements outlined in this report, maximum total settlement is expected to be less than 1 inch (plus any consolidation settlement from new fill loads). Maximum differential settlement is expected to be half the total settlement. Shallow foundations should be designed to bear at least 18 inches below the final exterior grades. The slab-on-grade may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci). A layer of free draining gravel may be used underlying the slab to serve as a leveling pad and provide a capillary break. Since the anticipated loads are relatively light, a monolithic slab with turndown "footings" may also be used, provided that all areas beneath the slab are adequately compacted. All slab and foundation subgrades should be evaluated immediately prior to concrete placement by ECS to verify that the exposed subgrades are capable of satisfactorily supporting the design loads.

Self-support Tower Foundation

We recommend that the proposed tower be supported on drilled shaft (caisson) foundations. Based on previous experience with pole structures, we anticipate that wind loading, associated uplift resistance, and lateral loading may control the sizing and depth of the foundations. We have provided estimated soil parameters at various depths to aid in drilled shaft foundation design in the attached <u>Geotechnical Data Form</u>.

Uplift forces can be resisted by the factored weight of the shaft and the side shear along the circumference of the shaft (skin friction). The compression forces can be resisted by the side shear along the circumference of the shaft and the end bearing capacity. In determining the dimensions of the drilled shafts, we recommend that a minimum factor of safety of 1.25 with regard to the weight of the concrete should be used in conjunction with the presented allowable side shear values. For uplift and compression, we recommend no contribution to resisting loads be considered from side shear within 5 feet of the ground surface, soft clay or from potentially liquefiable zones.

Considering the subsurface conditions encountered, casing of the excavation may be required, depending on the condition of the soils and the ground water elevation at the time of construction. Once the bearing level is reached, all loose materials and any accumulated water seepage should be removed prior to placement of pier reinforcing cage and concrete. Up to 1 inch of water standing in the base of the pier is acceptable at the time of concrete placement and an inflow rate of 1 inch per 5 minutes is also acceptable. Higher inflow rates, which could likely be encountered, may require additional control or that drilled shaft concrete be placed by tremie method. The drilled shaft contractor should be prepared to handle such a condition and to ensure suitable end bearing conditions.

The drilled shaft concrete should be placed in intimate contact with undisturbed natural soil/rock. To reduce the potential for arching, we recommend the drilled shaft concrete mix be designed for a slump of 5 to 7 inches. Provided water seepage is minimal, our experience and current

research in the field indicates that the drilled shafts can be constructed by "free fall" placement of concrete without affecting the strength and quality of concrete. The concrete should "free fall" without hitting the sides of the casing or reinforcing steel. The use of a hopper or other suitable device is recommended to control concrete placement and direct it toward the center of the shaft. The placement of concrete in the cased shaft should proceed until the concrete level is above the external fluid level and should be maintained above this level throughout casing removal. However, if significant seepage is present within the excavation or if slurry is used, it will be necessary to place the concrete by tremie method, and we recommend a concrete slump of 7 to 9 inches for this method of concrete placement.

The shaft design and construction procedures should be reviewed with the foundation contractor prior to the start of construction. If you desire, we would be pleased to review the plans and specifications for the project once they are completed so we may have the opportunity to comment on the impact of the soil/rock and groundwater conditions on the final design.

<u>Pad and Pier Recommendations:</u> Based on the relatively shallow depth to bedrock, a pad and pier foundation approach would also be reasonable. We recommend that the foundation be excavated down to bedrock and can be designed for a net allowable bearing capacity of 8,000 psf. Base friction and passive earth pressures can be used to resist lateral loads. The friction coefficient between the foundation bottom and underlying rock can be assumed to be 0.45. Passive earth pressures along the edge of the foundation can be calculated using a fluid equivalent of 300 pcf. Passive resistant should only be used where the soils adjacent to the foundation will not be eroded or removed in the future.

The foundation design and construction procedures should be reviewed with the foundation contractor prior to the start of construction. If you desire, we would be pleased to review the plans and specifications for the project once they are completed so we may have the opportunity to comment on the impact of the soil/rock and groundwater conditions on the final design.

Seismic Site Classification

Based on our interpretation of the International Building Code (IBC) 2012, it is our opinion that a Seismic Site Class "C" is appropriate for this site. In accordance with IBC 2012 and United States Geological Survey's (USGS) Seismic Hazard Curves and Uniform Hazard Response Spectra program, the following parameters may be used in design:

- Latitude: 35.56958, Longitude: -84.72919
- $S_s = 0.166, S_1 = 0.087$
- $S_{MS} = 0.199, S_{M1} = 0.148$
- $S_{DS} = 0.133, S_{D1} = 0.098$
 - *Spectral accelerations were determined from USGS National Seismic Hazard Maps

General Construction Considerations

Positive site drainage should be maintained during earthwork operations and should help maintain the integrity of the soil. Placement of fill on the near surface soils which have become saturated may be very difficult. When wet, these soils will degrade quickly with disturbance from contractor operations and will be extremely difficult to stabilize for fill placement.

The surficial soils are considered moderately erodible. All erosion and sedimentation shall be controlled in accordance with Best Management Practices and current County requirements. At

the appropriate time, we would be pleased to provide a proposal for NPDES monitoring and construction materials testing related services.

CLOSING

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for the conclusions, opinions, or recommendations made by others based on these data. No third party is given the right to rely on this report without express written permission.

The scope of services for this study does not include environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil or groundwater within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

We appreciate this opportunity to be of service to you during the design phase of this project. If you have any questions with regard to the information and recommendations presented in this report, please do not hesitate to contact us.

Respectfully,

ECS SOUTHEAST, LLP

Brooke temp

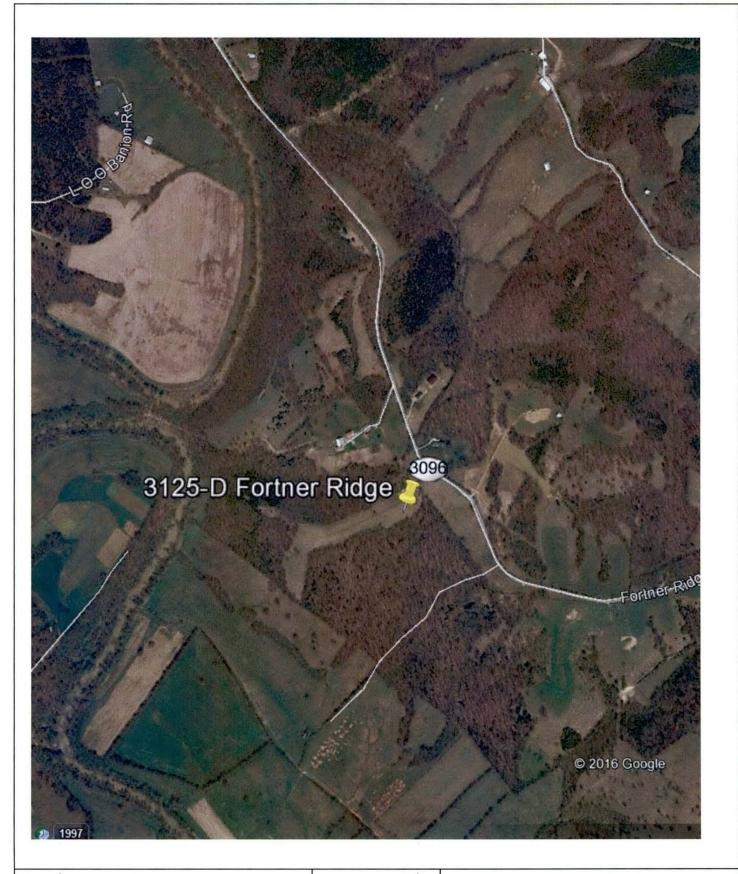
Brooke Ferry, E.I. Geotechnical Project Manager

Donald L. Anderson Principal Reviewer



Mark D. Luskin, P.E. Engineering Manager

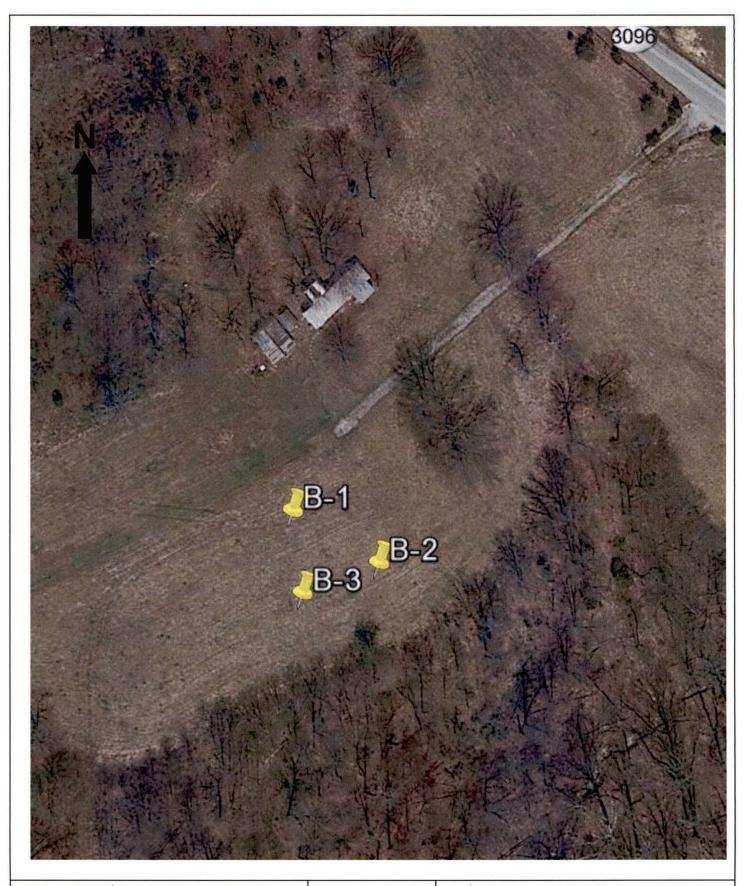
Attachments: Figure 1: Site Location Map Figure 2: Boring Location Diagram Geotechnical Data Form SPT Boring Log (B-1 through B-3) Reference Notes for Boring Logs USGS Summary Report



Irish Towers – Fortner Ridge Road, KY Fortner Ridge Road Corinth, KY ECS Project No. 26:3125-D



Site Location Diagram (Scale: NTS)



Irish Towers – Fortner Ridge Road, KY Fortner Ridge Road Corinth, KY ECS Project No. 26:3125-D



Boring Location Diagram (Scale: NTS)

Borings placed 35' from center stake

Background Information

Client: Irish Tower, LLC Project: Fortner Ridge Location: 410 Fortner Ridge Road, Owenton, Kentucky

ECS Project No.: 26:3125-D Type: Height:

Self Supported 355'+/-



Subsurface Conditions

Depth (feet)	Soil Behavior Type	Average N (spt)	Relative Density/Consistency	USCS Classificati on
0 - 3	FAT CLAY	8	Medium Stiff	СН
3 - 11	FAT CLAY	33	Hard	СН
11+	LIMESTONE Bedrock	50/0	*	-

Estimated Soil Parameters for LPILE

Depth (feet)	LPILE Soil Type	γ (pcf)	S _u (psf)	φ' (°)	K* (pci)	E ₅₀ *
0 - 3	Medium Stiff Clay	110	750		100	. 0.01
3 - 11	Hard Clay	120	3500	-	1000	0.004
11+	Limestone Bedrock	135	5000+	-	2000	0.001

*Parameters estimated from values suggested in LPILE user manual.

Foundation Recommendations

For Drilled Shaft Foundations**

Depth (ft)	Allowable End Bearing (KSF)
0 - 3	2.5
3 - 11	3.5
11 - 15	8
*15+	50

Depth Interval	Allowable Average Side Friction (PSF)
0 - 3	200
3 - 11	1000
11 - 15	2000
*15+	3000

**Ignore in top 5 feet in design, minimum embedment depth of 10% tower height applies.

*Paramaters were increased with embedment depth due to anticipated increase in bedrock quality

Construction Criteria

1) Proofroll site prior to construction to detect unsuitable soil near the surface.

Compact building pads/roadway subgrade and each 8 inch lift of approved fill to 95% maximum dry density in accordance with ASTM D698 standard proctor.
 Approved fill materials are soils with less than 3% organics, less than 50 liquid limit and less than 30 plastic index.
 Foundation construction should be observed by Geotechnical Engineer.

5) Drilled shaft foundations should be installed in accordance with the requirements of the Deep Foundation Institute and monitored by the Geotechnical Engineer.

y= In-situ Soil Density

Su= Undrained Shear Strength

∳'= Effective Friction Angle

K= Horizontal Subgrade Reaction

CLIENT	JOB #	TEST PIT #	SHEET	
Irish Tower, LLC	26:3125-D ARCHITECT-ENGINEE	B-1	1 OF 1	ECe
Irish Tower Sites-Fortner Ridge Rd, Kentucky	,			
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REFERENCE NOTES FOR BORING LOGS

IATERIAL ¹	,2				DRILLING	SAMPLING SYM	BOLS &	ABBREVI	ATIONS	
	ASPH	ALT	SS	Split Spor	on Sampler	r PM	Pressu	remeter T	est	
			ST	Shelby Tu	ube Sample	er RD	Rock E	it Drilling		
	CONC	RETE	WS	Wash Sai	mple	RC	Rock C	ore, NX, E	BX, AX	
13.			BS	Bulk Sam	ple of Cutti	ings REC	Rock S	ample Re	covery %	
52	GRAV	EL	PA		iger (no sai	mple) RQE	Rock C	ality Des	signation %	
50			HSA	Hollow St	em Auger		_			
	TOPS	DIL			F	PARTICLE SIZE I	DENTIFIC	ATION		
	VOID		DESIGNA	TION		CLE SIZES				
	and a factor of the		Boulders	S	12 inc	ches (300 mm) or	larger			
<u> </u>	BRICK		Cobbles	i i	3 inch	nes to 12 inches (75 mm to	300 mm)		
~0	AGGR	EGATE BASE COURSE	Gravel:	Coarse	3/4 incl	h to 3 inches (19 r	nm to 75	mm)		
20%	Addn			Fine		mm to 19 mm (No.				
11 - Z	FILL ³	MAN-PLACED SOILS	Sand:	Coarse		mm to 4.75 mm (N			,	
26	GW	WELL-GRADED GRAVEL		Medium Fine		mm to 2.00 mm (mm to 0.425 mm				
		gravel-sand mixtures, little or no fines	Silt & CI	ay ("Fines")		4 mm (smaller tha	-0		51646)	
	GP	POORLY-GRADED GRAVEL	Sint & OI	ay (Fines)	20.07	4 mm (smaller ma	un a 190. 2	oo sieve)	· · ·	
-		gravel-sand mixtures, little or no fines		COHESIV	E SILTS &	CLAYS			COARSE	FINE
	GM	SILTY GRAVEL gravel-sand-silt mixtures	LINCO	ONFINED				LATIVE	GRAINED	GRAINED
5	GC	CLAYEY GRAVEL	CARLES AND AND AND AND	RESSIVE	SPT ⁵	CONSISTENCY ⁷	AN	IOUNT ⁷	(%) ⁸	(%) ⁸
		gravel-sand-clay mixtures	A free and the second page	GTH, QP4	(BPF)	(COHESIVE)	Trac	20	-5	<u><</u> 5
	SW	WELL-GRADED SAND	<(0.25	<3	Very Soft		l Symbol	<u>≤</u> 5 10	<u><</u> 5 10
		gravelly sand, little or no fines	0.25	- <0.50	3 - 4	Soft		SW-SM)	10	10
	SP	POORLY-GRADED SAND gravelly sand, little or no fines	0.50	- <1.00	5 - 8	Medium Stiff	With	1	15 - 20	15 - 25
111	C 14		1.00	- <2.00	9 - 15	Stiff	Adje	ective	≥25	<u>≥</u> 30
5 X 3 X 3 X 3 X	SM	SILTY SAND sand-silt mixtures	2.00	- <4.00	16 - 30	Very Stiff	(ex:	"Silty")		
1.11	SC	CLAYEY SAND	4.00	- 8.00	31 - 50	Hard				
1	00	sand-clay mixtures	>8	8.00	>50	Very Hard		W	ATER LEVELS	3 ⁶
Ш	ML	SILT					Ž	WL	Water Level	(WS)(WD)
11		non-plastic to medium plasticity	and the second second		& NON-C	OHESIVE SILTS			(WS) While	Sampling
	МН	ELASTIC SILT high plasticity		SPT ⁵		DENSITY			(WD) While	
7	CL	LEAN CLAY		<5		Very Loose	Ā	SHW	Seasonal Hig	
11.	0L	low to medium plasticity	ę	5 - 10		Loose	₹	ACR	After Casing	
1	СН	FAT CLAY	1	1 - 30	M	edium Dense	$\overline{\underline{\mathbb{V}}}$	SWT	Stabilized Wa	ater Table
1		high plasticity	3	1 - 50		Dense		DCI	Dry Cave-In	
ST.	OL	ORGANIC SILT or CLAY non-plastic to low plasticity		>50		Very Dense		WCI	Wet Cave-In	
8 (2), 100 (он	ORGANIC SILT or CLAY high plasticity								
And and an owner where the	PT	PEAT								

¹Classifications and symbols per ASTM D 2488-09 (Visual-Manual Procedure) unless noted otherwise.

²To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

³Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

⁴Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

⁵Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf).

⁶The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

⁷Minor deviation from ASTM D 2488-09 Note 16.

⁸Percentages are estimated to the nearest 5% per ASTM D 2488-09.

Reference Notes for Boring Logs (FINAL 10-13-2016)

EUSGS Design Maps Summary Report

User-Specified Input

Report TitleFortner Ridge
Fri February 24, 2017 16:12:00 UTCBuilding Code Reference Document2012/2015 International Building Code
(which utilizes USGS hazard data available in 2008)Site Coordinates38.56958°N, 84.72919°WSite Soil ClassificationSite Class C – "Very Dense Soil and Soft Rock"
I/II/III



USGS-Provided Output

$S_s =$	0.166 g	S _{MS} =	0.199 g	S _{DS} =	0.133 g
S ₁ =	0.087 g	S _{M1} =	0.148 g	S _{D1} =	0.098 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.

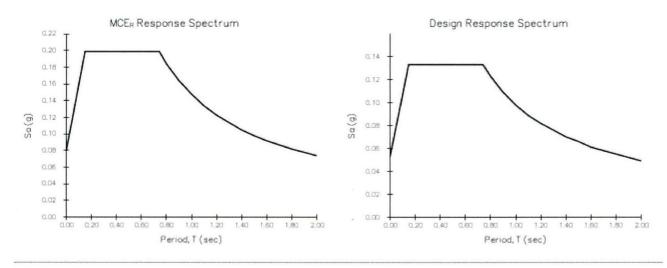
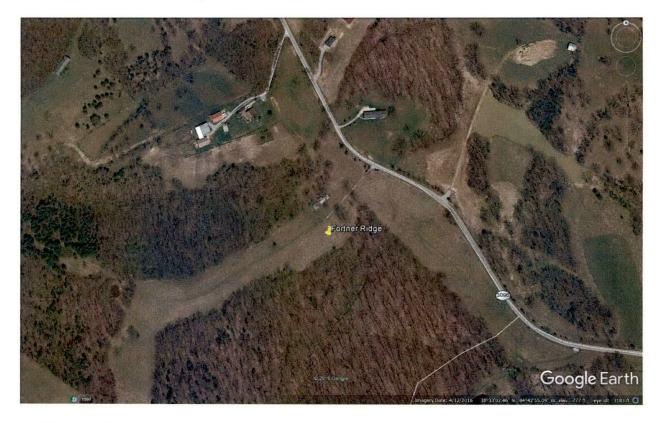


EXHIBIT H DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

- Beginning at the offices of the Owen County Judge Executive located at 100 N. Thomas Street, Owenton, KY, head north on Thomas Street and travel approximately 102 feet.
- 2. Turn right onto Bryan Street and travel approximately 236 feet.
- 3. Turn right onto N. Main Street and travel approximately 0.6 miles.
- 4. Continue straight onto State Highway 22 East / Main Street and travel approximately 7.8 miles.
- 5. Make a slight right onto KY-3096 South and travel approximately 2.0 miles.
- 6. The site is on the right at 410 Fortner Ridge Road.
- 7. The site coordinates are
 - a. North 38 deg 33 min 01.25 sec
 - b. West 84 deg 42 min 55.36 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069 Telephone: 502-955-4400 or 800-516-4293 EXHIBIT I COPY OF REAL ESTATE AGREEMENT

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Mark Lyon and Gina Lyon, a married couple, having a mailing address of 676 Wischer Drive, Taylor Mill, KY 41015 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns or cont. First certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Fortner Ridge Road, Owenton, 40359, in the County of Owen, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

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

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of the option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional

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

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

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

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

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

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

3. <u>TERM.</u>

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

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant

notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

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

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

4. <u>**RENT.</u>**</u>

(b)

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

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

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

5. <u>APPROVALS.</u>

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

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

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

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

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

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

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

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

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

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to

general aggregate, based on insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

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

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

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

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

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

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

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

8. <u>INTERFERENCE.</u>

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

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

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

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

9. INDEMNIFICATION.

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

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

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

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

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

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

11. ENVIRONMENTAL.

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

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

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

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

12. <u>ACCESS.</u> At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, excluding acts of nature beyond Landlord's control, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement-or-at-law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. **<u>REMOVAL/RESTORATION.</u>** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

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

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

15. DEFAULT AND RIGHT TO CURE.

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

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

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

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

If to Tenant:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #KYL01219; Cell Site Name: <u>Fortner Ridge</u> (KY) Fixed Asset No.: 13800820 575 Morosgo Drive NE Atlanta, GA 30324
With a copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site #KYL01219; Cell Site Name: <u>Fortner Ridge (KY)</u> Fixed Asset No.: 13800820 208 S. Akard Street Dallas, TX 75202-4206

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

If to Landlord:	Mark & Gina Lyon
	676 Wischer Drive
	Taylor Mill, KY 41015

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

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

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

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

21. <u>TAXES</u>.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and

assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

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

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

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

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

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

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration -- Taxes Re: Cell Site #KYL01219; Cell Site Name: Fortner Ridge (KY) Fixed Asset No: 13800820

575 Morosgo Drive NE Atlanta, GA 30324

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

22. <u>SALE OF PROPERTY</u>

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

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

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

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

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

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

24. <u>MISCELLANEOUS.</u>

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

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

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

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

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

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

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

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

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

person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

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

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

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

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

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

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]

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

written below.

"LANDLORD"

Mark Lyon and Gina Lyon

By: Mark Print Name: Mark Lyon Its: Owner Date: 11- 29-16

By:	Gina	zym
Print N	lame: Gina	Lyon
Its:	Owner	
Date:	11-29-10	p

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY)

COUNTY OF OWEN)

On the 29 day of <u>Horenelue</u>, 2016 before me, personally appeared Mark Lyon and Gina Lyon, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

) ss:

Notary Public: My Commission Expires: ment

WENDY PHILLIPS Notary Public Kentucky - State at Large My Commission Expires Nov 4, 2020

"TENANT"

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

By:

Print Name: Russell Barakat Its: Area Manager -/TN/KY Date:

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

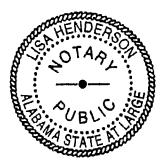
COUNTY OF JEFFERSON

) ss:

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On the 31^{st} day of 3nuary, 2016, before me personally appeared Russell Barakat and acknowledged under oath that he is the Area Manager – TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: LISa Henderson My Commission Expires:

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _1 __ of _3 __

to the Option and Lease Agreement dated ______, 2016, by and between Mark Lyon and Gina Lyon, married, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows: DB 239, Pg 65

TRACT ONE

LKING AND BEING IN Owen County, Kentucky, 0.15 miles south of the Fortney Ridge Road on the southwest side of the Old Holiday's Ford Road and more particularly described as follows; to wit:

Beginning at an iron pin in the center of the Old Holiday's Ford Road and a corner to Mrs. Lucille Crupper and said point also being the northeast corner of the 112 acre - 2 R. - 8 p. tract of Donald L. Hartin; thence leaving said road and with two lines of Crupper, S 35 degrees 26 minutes W 652.8 feet; thence S 30 degrees 49 minutes E 594.0 feet; thence S 30 degrees 49 minutes E 594.0 feet to a post in the line of William Greene; thence with two lines of William Greene, N 62 degrees 12 Minutes W 1320.0 feet; thence N 70 degrees 15 minutes W 277.0 feet to a point in the center of Eagle Creek; thence with the center of said creek by its meanders, N 1 degrees 06 minutes E 390.0 feet to a point opposite the north side of a small branch; thence leaving said creek along the north side of said branch and with eleven new made lines of Donald L. Martin, S 88 degrees 56 minutes E 77.6 feet to a 9 inch walnut; thence N 61 degrees 38 minutes E 157.4 feet to a 8 inch buckeye; thence N 69 degrees 40 minutes E 148.3 feet to a 10 inch stump; thence N 79 degrees 19 minutes E 133.0 feet to a 10 inch walnut;

thence S 74 degrees 26 minutes E 277.2 feet to a 10 inch hickory; thence N 73 degrees 49 minutes E 156.6 feet to a 9 inch double oak; a 9 inch elm; thence N 89 degrees 05 minutes E 146.2 feet to a 8 inch double walnut; thence N 64 degrees 25 minutes E 197.4 feet to a 9 inch hickory; thence N 76 degrees 55 minutes E 76. 2 feet to a 10 inch hickory; thence N 54 degrees 35 minutes E 258.8 feet to an iron pin in the center of the Old Holiday's Ford Road; thence with the center of said road; S 42 degrees 50 minutes E 614.7 feet to the place of beginning containing 39.72 acres.

The above description is in accordance with a survey made by Hicks 4 Mann, Inc. on the 3^{rd} day of March, 1984.

TRACT TWO

A small parcel of real estate lying between the Fortner <u>Ridge Road and old dirt road about one and nine tenths miles</u> southeast of Highway 22 at Needmore, Owen County, Ky., being further bounded and described as follows:

Beginning at a point in the center of Fortner Ridge Road in the line of Harold Hughes, of record in Deed Book 132, page 89, a witness iron pin bears S 28-24 W 28.70 feet, thence with said Hughes Line S 28-24 W 198.38 feet to a point in the center of an old dirt road, a witness iron pin bears N 28-24 E 10.00 feet, corner to Donald Strategier, of record in Deed Book 149, page 110, thence with the center of said old dirt road and Strategier line S 37- 03 E 400.62 feet to a point, a witness iron pin bears N 29-19 E 14.59 feet, thence with a new division line through the land of Crupper N 29-19 E 248.83 feet to the center of Fortner Ridge Road, a witness iron pin bears S 29-19 W 18.24 feet, thence with the un center of said road N 61-20 W 96.81 feet, N 55-48 W 85-:eet, N 40-07 W 85.79 feet, N 28-47 W 64.80 feet, N 23-50 -5.91 feet to the point of beginning, containing 1.63 Acres, more or less, subject to the Fortner Ridge Road and the old dirt road right of way and easements. All records mentioned are recorded in the Owen County Clerk's Office, All iron pins mentioned are one half inch by twenty four inch long re-bar with a one inch diameter plastic cap marked RLS 819.

Being the same property conveyed to Arlis E. Lyon and Marjorie A. Lyon, husband and wife, by deed dated March 17, 1990 and recorded in Deed Book 131, Page 6646 at 2:45 PM on March 20, 1990 in the Owen County Court Clerk's Office. Arlis Lyon died on March 19, 2002 and his interest in said property passed to his wife Marjorie A. Lyon, Grantor herein.

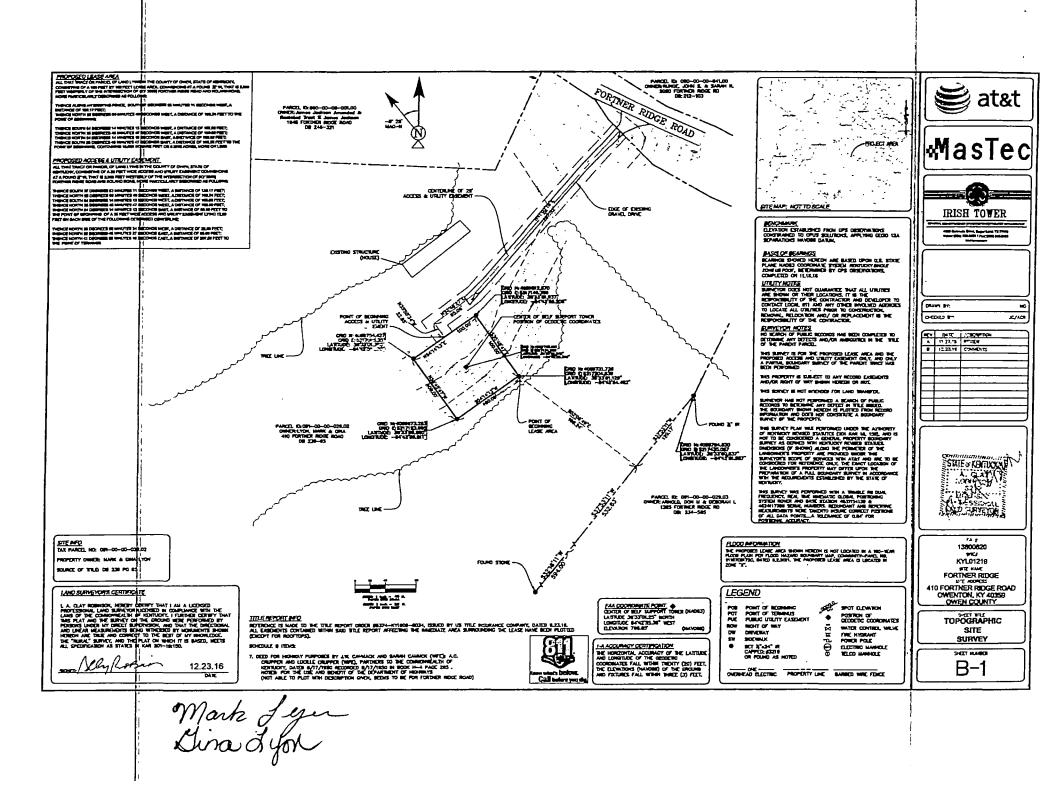


EXHIBIT 11

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ENVIRONMENTAL DISCLOSURE

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

1. NONE.

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EXHIBIT 12

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STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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

Mark Jun Jina Byon Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

EXHIBIT J NOTIFICATION LISTING

Fortner Ridge – Notice List

Lyon Mark & Gina # 676 Wischer Dr Taylor Mill, KY 41015

Jamee Jackson Amended & Restated Trust % Jamee Jackson 1945 Fortner Ridge Corinth, KY 41010

Justice David Estate % Susan Gross 557 Hogrefe Rd Independence, KY 41051

Runge John S & Sarah N 2050 Fortner Ridge Rd Corinth, KY 41010

Klahn Corey & Shannan 10221 Edies Rd Springville, NY 14141

Arnold Don M & Deborah L 99 Pleasant Ridge Ft Mitchell, KY 41017

Gen Four Properties LLC 1141 Parkland Run Smyrna, GA 30082

University of Kentucky Lexington, KY 40502

University of Kentucky Lexington, KY 40506 EXHIBIT K COPY OF PROPERTY OWNER NOTIFICATION



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

Notice of Proposed Construction of Wireless Communications Facility Site Name: Fortner Ridge

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 410 Fortner Ridge Road, Owenton, KY 40359 (38° 33' 01.25" North latitude, 84° 42' 55.36" West longitude). The proposed facility will include a 355-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the Owen County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00031 in any correspondence sent in connection with this matter.

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

We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely, David A. Pike Attorney for Applicants

enclosure

Driving Directions to Proposed Tower Site

- Beginning at the offices of the Owen County Judge Executive located at 100 N. Thomas Street, Owenton, KY, head north on Thomas Street and travel approximately 102 feet.
- 2. Turn right onto Bryan Street and travel approximately 236 feet.
- 3. Turn right onto N. Main Street and travel approximately 0.6 miles.
- 4. Continue straight onto State Highway 22 East / Main Street and travel approximately 7.8 miles.
- 5. Make a slight right onto KY-3096 South and travel approximately 2.0 miles.
- 6. The site is on the right at 410 Fortner Ridge Road.
- 7. The site coordinates are
 - a. North 38 deg 33 min 01.25 sec
 - b. West 84 deg 42 min 55.36 sec



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

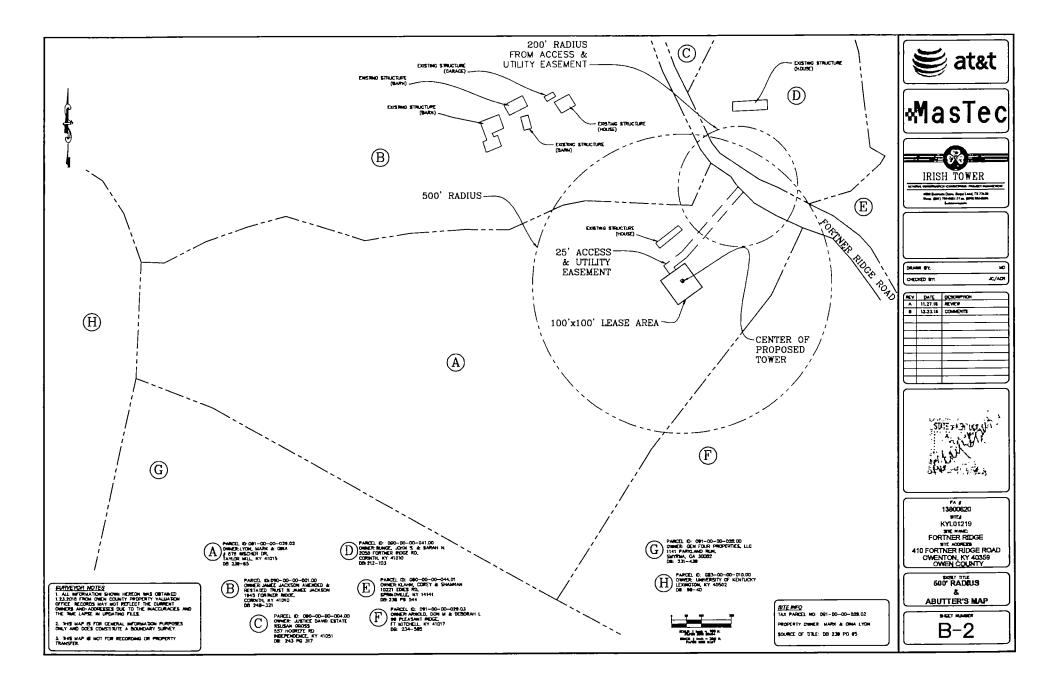


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE

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

Hon. Casey Ellis Owen County Judge Executive 100 North Thomas Street Owenton, KY 40359

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2018-00031 Site Name: Fortner Ridge

Dear Judge Ellis:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 410 Fortner Ridge Road, Owenton, KY 40359 (38° 33' 01.25" North latitude, 84° 42' 55.36" West longitude). The proposed facility will include a 355-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00031 in any correspondence sent in connection with this matter.

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Sincerely, David A. Pike Attorney for Applicants enclosures

Driving Directions to Proposed Tower Site

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- 2. Turn right onto Bryan Street and travel approximately 236 feet.
- 3. Turn right onto N. Main Street and travel approximately 0.6 miles.
- 4. Continue straight onto State Highway 22 East / Main Street and travel approximately 7.8 miles.
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- 6. The site is on the right at 410 Fortner Ridge Road.
- 7. The site coordinates are
 - a. North 38 deg 33 min 01.25 sec
 - b. West 84 deg 42 min 55.36 sec



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

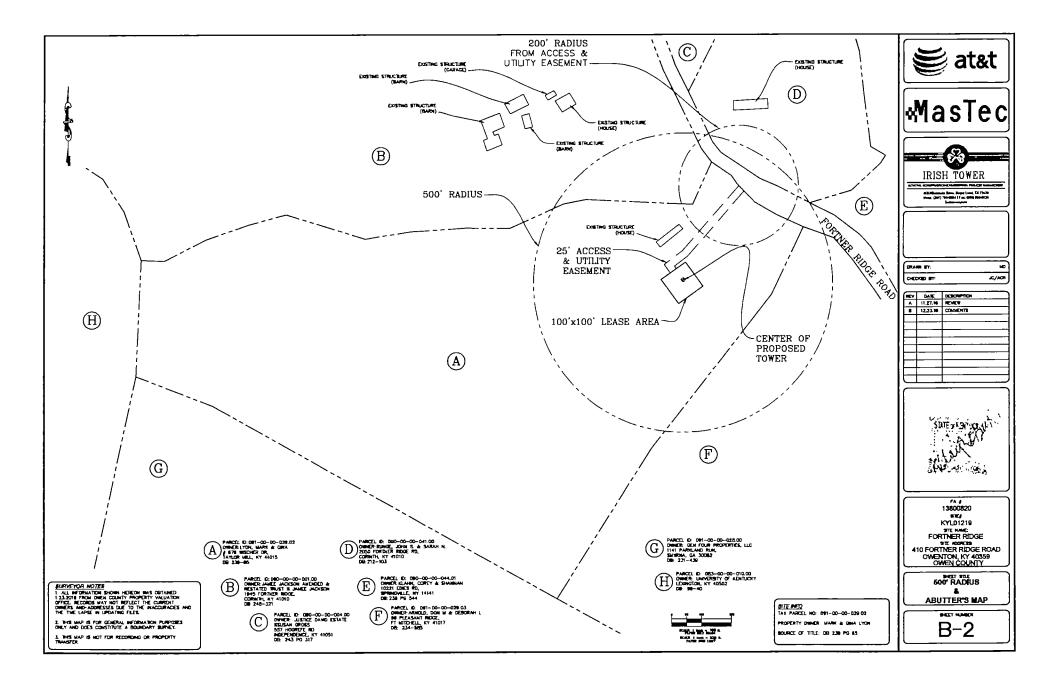


EXHIBIT M COPY OF POSTED NOTICES

SITE NAME: FORTNER RIDGE NOTICE SIGNS

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00031 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00031 in your correspondence.

VIA TELEFAX: 502-484-3221

Owenton News Herald Attn: Public Notice Ad Placement 154 West Bryan Street Owenton, KY 40359

> RE: Legal Notice Advertisement Site Name: Fortner Ridge

Dear Owenton News Herald:

Please publish the following legal notice advertisement in the next edition of *The Owenton News Herald*:

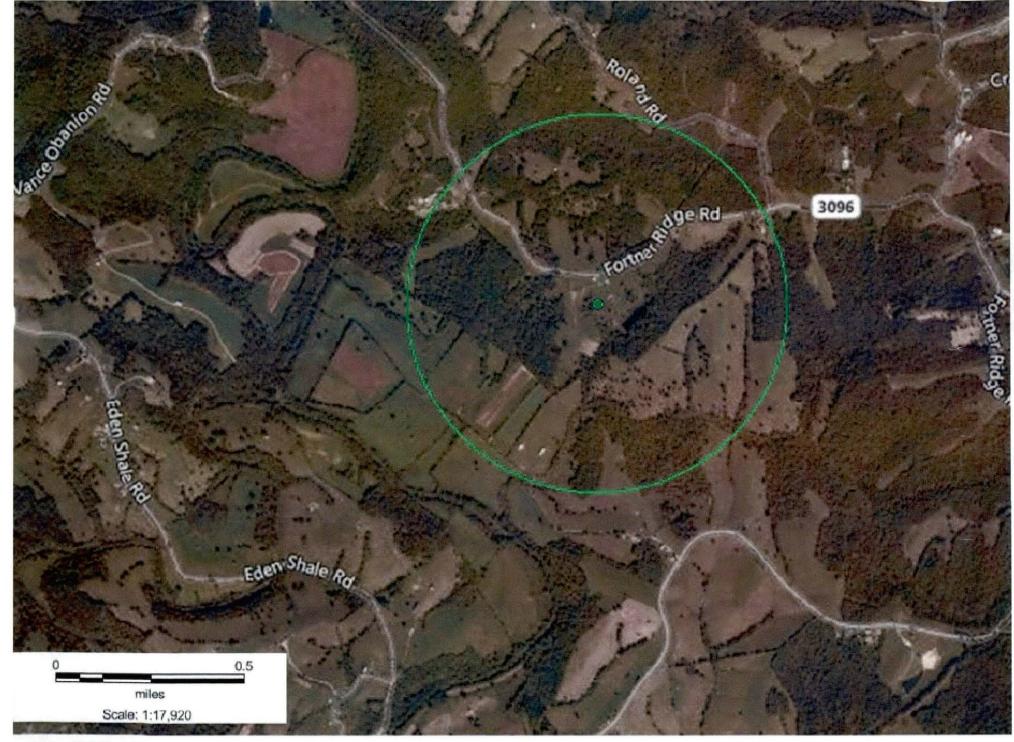
NOTICE

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

Sincerely, aux K Pike Legal Group, PLLC

EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 38.547763 Lon: -84.709199

Fortner Ridge Search Area