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### **COMMONWEALTH OF KENTUCKY**

# PUBLIC SERVICE COMMISSION

#### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY RSA #3	)
CELLULAR GENERAL PARTNERSHIP FOR	)
APPROVAL TO CONSTRUCT AND OPERATE A NEW	) CASE No. 2018-00062
CELL FACILITY TO PROVIDE CELLULAR RADIO	)
SERVICE (MOOLEYVILLE) IN RURAL SERVICE	)
AREA #3 (BRECKINRIDGE COUNTY) OF THE	)
COMMONWEALTH OF KENTUCKY	)

#### APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (MOOLEYVILLE CELL SITE)

Kentucky RSA #3 Cellular General Partnership ("Kentucky RSA #3"), through counsel, pursuant to KRS 278.020 and 278.040, hereby submits this application for a certificate of public convenience and necessity to construct a cell site to be known as the Mooleyville ("Mooleyville") cell site in and for rural service area ("RSA") #3 of the Commonwealth of Kentucky, namely the counties of Allen, Breckinridge, Butler, Edmonson, Grayson, Hancock, Logan, Melean, Meade, Muhlenberg, Ohio, Simpson, Todd and Warren, Kentucky.

1. As required by 807 KAR 5:001 § 14 and 807 KAR 5:063, Kentucky RSA #3 states that it is a Kentucky general partnership whose full name and post office address are: Kentucky RSA #3 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701. An email address for Kentucky RSA #3 is tash@bluegrasscellular.com. A copy of the Certificate of Assumed Name as a General Partnership for Kentucky RSA #3 Cellular General Partnership is attached as Exhibit "A." This is the only document on file with the Kentucky Secretary of State that identifies all owners of Kentucky RSA #3 Cellular General Partnership.

- 2. Pursuant to 807 KAR 5:063 § 1(1)(b), a copy of the applicant's applications to and approvals from the Federal Aviation Administration and Kentucky Airport Zoning Commission are attached as Exhibit "B."
- 3. Pursuant to 807 KAR 5:063 § 1(1)(d), applicant is attaching as Exhibit "C" a geotechnical investigation report, signed and sealed by a professional engineer registered in Kentucky, that includes boring logs, foundation design recommendations, and a finding as to the susceptibility of the area surrounding the proposed site to flood hazard.
- 4. Pursuant to 807 KAR 5:063 § 1(1)(e), clear directions from the county seat to the proposed site, including highway numbers and street names, if applicable, with the telephone number of the person who prepared the directions are Exhibit "D."
- 5. Pursuant to 807 KAR 5:063 § 1(1)(f), a copy of the lease for the property on which the tower is proposed to be located, is Exhibit "E."
- 6. Pursuant to 807 KAR 5:063 § 1(1)(g), experienced personnel will manage and operate the Mooleyville cell site. The President of Bluegrass Cellular Inc., Mr. Ron Smith, is ultimately responsible for all construction and operations of the cellular system of Kentucky RSA #3, of which system the Mooleyville cell site will be a part. Bluegrass Cellular Inc. provides management services to Kentucky RSA #3 under a management contract, just as it does with three (3) other wireless carriers in the Commonwealth. And, Bluegrass Cellular Inc. has been providing these management services to these other wireless carriers for over 20 years. This extensive management experience with Bluegrass Cellular demonstrates that Bluegrass Cellular Inc.'s management and technical ability to supervise the operations of a wireless carrier.
- 7. Pursuant to 807 KAR 5:063 § 1(1)(g), World Tower Company, Inc. is responsible for the design specifications of the proposed tower (identified in Exhibit "C").

- 8. Pursuant to 807 KAR 5:063 § 1(1)(h), a site development plan and survey, signed and sealed by a professional engineer registered in Kentucky, that shows the proposed location of the tower and all easements and existing structures within 500 feet of the proposed site on the property on which the tower will be located, and all easements and existing structures within 200 feet of the access drive, including the intersection with the public street system, is Exhibit "C."
- 9. Pursuant to 807 KAR 5:063 §1(1)(i), a vertical profile sketch of the tower, signed and sealed by a professional engineer registered in Kentucky, indicating the height of the tower and the placement of all antennas is Exhibit "C".
- 10. Pursuant to 807 KAR 5:063 §1(1)(j), the tower and foundation design plans and a description of the standard according to which the tower was designed, signed and sealed by a professional engineer registered in Kentucky, is Exhibit "C".
- 11. Pursuant to 807 KAR 5:063 § 1(1)(k), a map, drawn to a scale no less than one (1) inch equals 200 feet, that identifies every structure and every owner of real estate within 500 feet of the proposed tower, is Exhibit "F".
- 12. Pursuant to 807 KAR 5:063 § 1(1)(1), applicant's legal counsel hereby affirms that every person who owns property within 500 feet of the proposed tower has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of his or her right to request intervention.
- 13. Pursuant to 807 KAR 5:063 §1(1)(m), a list of the property owners who received the notice together with copies of the certified letters sent to listed property owners, is Exhibit "G."

- 14. Pursuant to 807 KAR 5:063 § 1(1)(n), applicant's legal counsel hereby affirms that the Office of the Breckinridge County Judge Executive has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of its right to request intervention.
- 15. Pursuant to 807 KAR 5:063 § 1(1)(o), a copy of the notice sent to the Breckinridge County Judge Executive is Exhibit "H."
- 16. Pursuant to 807 KAR 5:063 § 1(1)(p), applicant's legal counsel hereby affirms that (i) two written notices meeting subsection two (2) of this section have been posted, one in a visible location on the proposed site and one on the nearest public road; and (ii) the notices shall remain posted for at least two weeks after the application has been filed.
  - 17. Pursuant to 807 KAR 5:063 § 1(2)(a), applicant's legal counsel affirms that:
    - (a) A written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "Kentucky RSA #3 Cellular General Partnership proposes to construct a telecommunications tower on this site. If you have questions, please contact Kentucky RSA #3 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701 or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to Case. No. 2018-00062 in your correspondence" has been posted and shall remain in a visible location on the proposed site until final disposition of the application; and
    - (b) A written notice, of durable material at least two (2) feet by four (4) feet in size, stating that "Kentucky RSA #3 Cellular General Partnership proposes to construct a telecommunications tower near this site. If you have questions, please contact Kentucky RSA #3 Cellular General Partnership, 2902 Ring Road, Elizabethtown, Kentucky, 42701 or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2018-00062 in your correspondence" has been posted on the public road nearest the site.

A copy of each sign is attached as Exhibit "I."

- 18. Pursuant to 807 KAR 5:063 § 1(1)(q), Applicant hereby affirms that notice of the location of the proposed construction has been published in a newspaper of general circulation in Breckinridge County. A copy of the tear sheets are attached as Exhibit "J."
- 19. Pursuant to 807 KAR 5:063 § 1(1)(r), the cell site, which has been selected, is a wooded ridge in a very rural area, mostly timber except for the river bottom farm land. This existing land use is agricultural.
- 20. Pursuant to 807 KAR 5:063 § 1(1)(s), Kentucky RSA #3 has considered the likely effects of the installation on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided, and that there is no reasonably available opportunity to co-locate. Kentucky RSA #3 has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower, or another suitable structure capable of supporting the utility's facilities.
- 21. Pursuant to 807 KAR 5:063 § 1(1)(t), a map of the area in which the tower is proposed to be located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is Exhibit "K."
- 22. Pursuant to 807 KAR 5:001 § 15(b)(2)(d) and KRS 100.987(2)(a), a grid map, that is drawn to scale, that shows the location of all existing cellular antenna towers and that indicates the general position of proposed construction sites for new cellular antenna towers is Exhibit "L."
- 23. Pursuant to 807 KAR 5:063 § 2 and KRS 278.665(2), applicant's legal counsel hereby affirms that every person who, according to the records of the property valuation

administrator, owns property contiguous to the property where the proposed cellular antenna tower will be located has been: (i) notified by certified mail, return receipt requested, of the proposed construction; (ii) given the commission docket number under which the application will be processed; and (iii) informed of his or her right to request intervention.

- 24. No reasonably available telecommunications tower, or other suitable structure capable of supporting the cellular facilities of Kentucky RSA #3 and which would provide adequate service to the area exists.
- 25. Correspondence and communication with regard to this application should be addressed to:

John E. Selent
Felix H. Sharpe, II

DINSMORE & SHOHL LLP
101 South Fifth Street
Suite 2500
Louisville, Kentucky 40202
(502) 540-2300
john.selent@dinsmore.com
felix.sharpe@dinsmore.com

WHEREFORE, Kentucky RSA #3 Cellular General Partnership requests the Commission to enter an order:

- Granting a certificate of public convenience and necessity to construct the Mooleyville cell site; and
  - 2. Granting all other relief as appropriate.

Respectfully submitted,

John E. Selent

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# AGREEMENT OF KENTUCKY RSA #3 CELLULAR GENERAL PARTNERSHIP

THIS GENERAL PARTNERSHIP AGREEMENT, is entered into by and among Logan Telephone Cooperative, Incorporated, a Kentucky corporation. Lewisport Telephone Company, Inc., a Kentucky corporation, Brandenburg Telephone Co., Inc., a Kentucky corporation, and North Central Telephone Cooperative, Inc., a Tennessee corporation, and South Central Rural Telephone Cooperative Corporation, Inc., a Kentucky corporation, as the general partners, and the Persons (if any) who become general partners, as provided herein ("Partners").

#### WITNESSETH:

WHEREAS, the parties hereto desire to form a general partnership under the Laws of the Commonwealth of Kentucky, for the purposes and upon the terms stated herein; and

WHEREAS, Logan Telephone Cooperative, Incorporated was selected in a lottery conducted December 20, 1989 by the Federal Communications Commission ("FCC") in the process of considering applications to construct a domestic public cellular radio telecommunications system, "the Cellular System," to serve the Kentucky 3 - Meade Rural Service Area (the "RSA"); and

WHEREAS, the Partners have entered into a "Kentucky RSA 3 Settlement Agreement" ("Settlement Agreement") on June 8.

1989, concerning the settlement of mutually exclusive applications for the construction permit (the "Permit").

#### I. ORGANIZATION MATTERS

#### 1.1 Formation.

The General Partners have associated themselves in the formation of the Partnership as a general partnership pursuant to the provisions of the Kentucky Act. Except as expressly provided herein to the contrary, the rights and obligations of the Partnership shall be governed by the Kentucky Act. The Partnership Interest of any Partner shall be personal property for all purposes.

#### 1.2 Name.

The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name, "Ky RSA #3 Cellular General Partnership." The Partnership's business may be conducted under any other name or names deemed advisable by the Partners, including the name of any Partner.

#### 1.3 Principal Office.

The principal office and address of the Partnership shall be 103 E. Main P. O. Box 97 Auburn, KY 42206 , or such other place as the Partners may from time to time designate. The Partnership may maintain such offices at such other place or places as the Partners deem advisable.

#### 1.4 Term.

The Partnership shall continue in existence until termination of the Partnership in accordance with the provisions of Article XI.

#### II. DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement.

"Agreed Value" means the fair market value of any Partnership property as determined from time to time by a Majority Interest of the Partners using such reasonable method of valuation as may be adopted by the Partners. Unless another Agreed Value is fixed by the Partners for any item of Partnership property, the Agreed Value of such property shall be deemed to equal its adjusted basis for federal income tax purposes.

"Agreement" means this Agreement of General Partnership, as it may be amended or supplemented from time to time.

"Bankruptcy" shall be deemed to have occurred with respect to any Partner 60 days after the happening of any of the following: (a) the filing of an application by the Partner for, or a consent to, the appointment of a trustee of the Partner's assets, (b) the filing by the Partner of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing the Partner's inability to pay the Partner's debts as they become due, (c) the making by the Partner of a general assignment for the benefit of creditors, (d) the filing by the Partner of an answer admitting the material allegations, of, or consenting to, or defaulting in answering, a bankruptcy petition filed against the Partner in any bankruptcy proceeding, or (e) the entry of an order, judgment, or decree by any court of

competent jurisdiction adjudicating the Partner a bankrupt or appointing a trustee of the Partner's assets, and such order, judgment, or decree continuing unstayed and in effect for such period of 60 days.

"Capital Account" means the capital account maintained for a Partner pursuant to Section 4.4.

"Capital Contribution" means any cash or other property which a Partner contributes to the Partnership pursuant to Sections 4.2 or 4.3.

"Carrying Value" means, with respect to any property of the Partnership, the Agreed Value of such property at the time of its contribution to the Partnership, or as fixed from time to time in accordance with Section 4.4(e), reduced (but not below zero) by all depreciation and cost recovery deductions charged to the Partners' Capital Accounts pursuant to Section 4.4(c) with respect to such property and by any other charges for sales, retirements and other dispositions of such property, as of the time of determination.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Excess Loss Account" means, with respect to any Partner, an amount equal to the aggregate losses allocated to such Partner pursuant to Section 5.2 less the aggregate income allocated to such Partner pursuant to Section 5.2. A transferee of a Partnership Interest will succeed to the Excess Loss Account with respect to the Partnership Interest transferred.

"General Partner" means any of the Partners listed on the first page, or admitted by a vote of the Partners in accordance with Article X.

"Majority Interest" means the owners of more than 50% of the Percentage Interests owned by the Partners.

"Management Committee" means the committee described in Section 6.1(a).

"Net Agreed Value" means (a) in the case of any property contributed to the Partnership, the Agreed Value of such property reduced by any indebtedness, either assumed by the Partnership upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner, the Agreed Value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution.

"Partner" means any of the General Partners.

"Partnership" means the general partnership established by this Agreement.

"Partnership Interest" means the Percentage Interest of a Partner in the Partnership.

"Percentage Interest" means initially the amount specified in Section 4.1. After the first capital contributions of the Partners have been made, the Percentage Interest held by each Partner in the Partnership shall equal the percentage derived by multiplying the balance of the Partner's capital account by one

hundred and then dividing by the total balance of the capital accounts of all of the Partners.

"Person" means an individual or a corporation, partnership, trust, unincorporated organization, association or other entity.

"Recapture Income" means any gain that is not capital gain recognized by the Partnership or, in the case of gain required by the Code to be computed separately by each Partner, by a Partner (but computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership.

"Kentucky Act" means the Kentucky Uniform Partnership Act, KRS 362.175 to KRS 362.355, as it may be amended from time to time.

"Unrealized Gain" attributable to an item of Partnership property means, as of any date of determination, the excess, if any, of the Agreed Value of such property as of such date of determination over the Carrying Value of such property as of such date of determination (prior to any adjustment to be made pursuant to Section 4.4(e) as of such date).

"Unrealized Loss" attributable to an item of Partnership property means, as of any date of determination, the excess, if any, of the Carrying Value of such property as of such date of determination (prior to any adjustment to be made pursuant to Section 4.4(e) as of such date) over the Agreed Value of such property as of such date of determination.

#### III. PURPOSE

The purpose and business of the Partnership shall be to engage in any lawful business in which a general partnership formed under the Kentucky Act may engage, including, without limitation, the ownership of cellular radio telecommunications systems.

#### IV. CAPITAL CONTRIBUTIONS

#### 4.1 Percentage Of Interest.

Each Partner shall have an initial percentage interest in the Partnership as described in the following schedule:

<u>Partner</u>	<u>Percentage Interest</u>
Logan Telephone Cooperative, Incorporated	20%
Lewisport Telephone Company, Inc.	20%
Brandenburg Telephone Co., Inc.	20%
North Central Telephone Cooperative, Inc.	20%
South Central Rural Telephone Cooperative Corporation, Inc.	20%

#### 4.2 Initial Capital Contribution.

Each Partner shall contribute one-thousand dollars (\$1,000.00) to the Partnership as an initial capital contribution.

- 4.3 Partners' Additional Contributions.
- (a) Additional Capital Contributions. From time to time additional capital may be required to be invested by the Partnership to fund expansion or operation of Cellular Service. If the Management Committee determines that additional capital

is so needed, each Partner shall be entitled to provide its share of additional capital in proportion to its then current Partnership Interest. This additional funding shall be due and payable on the date set forth in a written notice to each Partner from the Partnership requesting such additional Capital Contribution, which date shall not be less than 60 days from the date of the notice.

- (b) Failure to Make Capital Contributions. Should any Partner (a "Nonparticipating partner") make a portion but not all of its initial Capital Contribution or any subsequent additional Capital Contribution, or fail to pay such contributions when due, the other Partners may contribute pro rata, according to their then current respective Partnership Interests, an aggregate amount equal to the Capital Contribution declined by the Nonparticipating Partner. In such event, the Nonparticipating Partner shall forfeit its right to select a person to serve on the Management Committee.
- (c) <u>Capital Contributions in Cash</u>. Unless the Management Committee agrees to permit an in kind (property) contribution by a Partner by the affirmative vote of eighty percent of its members, funding of both initial and additional Capital Contributions to the Partnership shall be in cash and not real or personal property.

- 4.4 Capital Accounts.
- (a) The Partnership shall maintain for each Partner a separate Capital Account. The initial balance of the Capital Account of the General Partners shall be zero.
- (b) Each Partner's Capital Account shall be increased by

  (i) the cash amount or Net Agreed Value of all Capital Contribu
  tions made by such Partner to the Partnership pursuant to this

  Agreement and (ii) all items of Partnership income and gain

  computed in accordance with Section 4.4(c) and allocated to such

  Partner pursuant to Article V and decreased by (iii) the cash

  amount or Carrying Value of all distributions of cash or property

  made to such Partner pursuant to this Agreement and (iv) all

  items of Partnership deduction and loss computed in accordance

  with Section 4.4(c) and allocated to such Partner pursuant to

  Article V.
- (c) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of such items shall be the same as its determination, recognition and classification for federal income tax purposes, with the following adjustments:
  - (i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account under this Section 4.4(c) shall be considered an item of income;

- (ii) Any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account under this Section 4.4(c), shall be considered a deduction;
- (iii) Gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Carrying Value of the property disposed of, rather than its adjusted basis; and
- (iv) The depreciation, amortization, or other cost recovery deductions with respect to an item of Partnership property shall be computed with reference to the Agreed Value of such property rather than its adjusted basis.
- (d) A transferee of a Partnership Interest will succeed to the Capital Account relating to the Partnership Interest transferred.
- (e) Immediately prior to the distribution of any Partnership property other than money, the Capital Accounts of all Partners (and the Carrying Value of all Partnership property) may, in the discretion of the Management Committee, be adjusted (consistent with the provisions hereof and Section 704 of the Code) upwards or downwards to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property (as if such Unrealized Gain or Unrealized Loss had been recognized upon

an actual sale of such property, immediately prior to such issuance, and had been allocated to the Partners, at such time, pursuant to Article V).

(f) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. To the extent that any provision required by the Treasury Regulations is not contained in this Agreement, that provision is hereby incorporated by reference. If the Management Committee determines that it is prudent to modify the manner in which the Capital Accounts are computed or maintained in order to comply with such regulations, the Management Committee may make such modification, provided that such modification is not likely to have a material effect on the amounts distributable to any Partner pursuant to Section 13.3 upon dissolution of the Partnership.

#### 4.5 Negative Capital Account.

Upon the dissolution and termination of the Partnership, each Partner shall contribute to the Partnership an amount equal to the deficit balance in its capital account, if any.

#### 4.6 <u>Interest</u>.

No interest shall be paid by the Partnership on Capital Contributions or on balances in Partners' capital accounts.

#### 4.7 No Withdrawal.

A Partner shall not be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Partnership, except as provided in Section 5.3 and Article XI.

#### 4.8 Loans from Partners.

Loans by a Partner to the Partnership shall not be considered Capital Contributions.

#### V. ALLOCATIONS AND DISTRIBUTIONS

#### 5.1 Income and Loss.

- (a) In determining the rights of the Partners among themselves and for financial accounting purposes, each item of income, gain, loss, deduction and credit shall be credited or charged, as the case may be, among the Partners in accordance with their respective Percentage Interests.
- (b) For federal income tax purposes, except as otherwise provided in Section 5.2, each item of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners in accordance with their respective Percentage Interests.

#### 5.2 Other Tax Allocations.

(a) Income, gain, loss, and deduction with respect to any property contributed to the Partnership shall, solely for federal income tax purposes, be allocated among the Partners so as to take into account any difference between the Agreed Value of such property and its adjusted basis on the date of such contribution,

in accordance with Section 704(c) of the Code. If the Carrying Value of any Partnership property is adjusted pursuant to Section 4.4(e), subsequent allocations of income, gain, loss, and deduction with respect to such property shall take account of any variation between the adjusted basis of such property and its Carrying Value, in the same manner as provided for under Section 704(c) of the Code. All allocations under this Section 5.2(a) shall be made in such manner as the Management Committee may in its discretion determine reasonably reflects the requirements of the Code and the intention of this Agreement.

- (b) To the extent of any Recapture Income resulting from the sale or other taxable disposition of a Partnership asset, the amount of any gain from such disposition allocated to (or recognized by) a Partner (or its successor in interest) for federal income tax purposes pursuant to the above provisions shall be deemed to be Recapture Income to the extent such Partner has been allocated or has claimed any deduction directly or indirectly giving rise to the treatment of such gain as Recapture Income.
- (c) In the event of the transfer of a Partnership Interest during a year, each item of Partnership income, gain, loss, deduction and credit attributable to the transferred Partnership Interest shall, for federal income tax purposes, be prorated between the transferor and transferee on a daily or other reasonable basis, as required by Section 706 of the Code; provided, however, that gain on a sale or other disposition of all or a substantial portion of the assets of the Partnership shall be

allocated among the Partners in proportion to their Partnership Interests on the date of sale.

- (d) If the Percentage Interest of any Partner is changed during a taxable year such Partner's share of taxable income or loss shall be determined for federal income tax purposes by taking into account his varying Percentage Interests in the Partnership during the taxable year on a daily or other reasonable basis as required by Section 706 of the Code.
- (e) It is intended that the allocations in this Article V effect an allocation for federal income tax purposes in a manner consistent with the Code and comply with any limitations or restrictions therein. The Management Committee shall have complete discretion to make the allocations pursuant to this Article V in any manner consistent with the Code. The Majority Interest of the Partners may amend the provisions of this Agreement in accordance with Article XII as appropriate as a result of the promulgation of final treasury regulations under any section of the Code, if in the opinion of counsel such an amendment is advisable to reflect allocations among the Partners consistent with those regulations.

#### 5.3 <u>Current Distributions</u>.

(a) The Management Committee shall review the Partnership's accounts at the end of each calendar quarter to determine whether distributions are appropriate. The Management Committee may make such distributions as they in their discretion deem appropriate, without being limited to current or accumulated income or gains.

All such distributions shall be made to the Partners in accordance with the Percentage Interests of such Partners.

- (b) Any amounts paid pursuant to Section 6.2 shall not be deemed to be distributions for purposes of this Agreement.
  - VI. MANAGEMENT, OPERATION OF BUSINESS AND PARTNERSHIP POWERS

#### 6.1 Management.

- (a) The Partnership shall be managed by a Management Committee. Each Partner with a partnership interest equal to or greater than twenty percent shall be entitled to select one person to serve on the Management Committee subject to Section 9.1(c). Unless, otherwise provided in this Agreement all action taken by the Management Committee shall be by simple majority vote of the members of the Management Committee. The Management Committee shall hire an operations manager to manage the day to day operations of the Cellular System.
- (b) Partnership Powers. In furtherance of the business purpose specified in Article III and subject to the limitations set forth in this Agreement, the Partnership, and the Management Committee on behalf of the Partnership, shall be empowered to do or cause to be done any and all acts reasonably deemed by the Management Committee to be necessary or appropriate in furtherance of the purposes of the Partnership or forbear from doing any act if the Management Committee reasonably deems such forbearance necessary or appropriate in furtherance of the

purposes of the Partnership, including without limitation, the power and authority:

- To enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Partnership's purposes, including, without limitation, contracts and agreements with Partner and the affiliates of any Partner, and to take or omit such other or further action in connection with the Partnership's business as may be reasonably necessary or desirable in the opinion of the Management Committee to further the purposes of the Partnership; provided, however, that (i) any transaction between the Partnership and any of the Partners or any of their affiliates shall be documented and shall become part of the records of the Partnership; and (ii) any such contracts or agreements shall be on terms no more favorable to such Partner or affiliate than the terms available to the Partnership from third parties;
- (2) To borrow from banks and other lenders on such terms and conditions as shall be approved by the Management Committee and to secure any such borrowings by mortgaging, pledging or assigning assets and revenues of the Partnership to the extent deemed necessary or desirable by the Management Committee;
- (3) To invest such funds as are temporarily not required for Partnership purposes in debt obligations selected by the Management Committee including government

securities, certificates of deposit of commercial banks (domestic or foreign), commercial paper, bankers' acceptances and other money market instruments; and

- (4) To carry on any other activities necessary to, in connection with or incidental to any of the foregoing.
- 6.2 <u>Management Compensation and Reimbursement of the Partners</u>
- Operating and Management Expenses. (a) The Partners may be reimbursed by the Partnership monthly for any reasonable and necessary expenses incurred by the Partners on behalf of the Partnership in providing cellular service, including reasonable and necessary administrative and general overhead expenses, including, but not limited to, marketing, maintenance, message charges, facilities, engineering, customary legal, accounting and audit fees, development and implementation of billing procedures, expenses of preparing tax returns and reports, taxes, travel, office rent, telephone, salaries (including social security, relief, pensions and other benefits), and other incidental business expenses incurred by the Partners on behalf of the Partnership in connection with the provision of Cellular Service. Reimbursement must be approved by the Management Committee.
- (b) <u>Powers of the Management Committee</u>. In addition to those powers vested pursuant to Section 6.1(b) and subject to the limitations set forth in this Agreement, the Management Committee hereby is vested with the power to:
  - (1) Manage, supervise and conduct the affairs of the Partnership;

- (2) Make all elections, investigations, evaluations and decisions, binding the Partnership thereby, that may be necessary or appropriate in connection with the business purposes of the Partnership;
- (3) Incur obligations or make payments on behalf of the Partnership in its own name or in the name of the Partnership;
- (4) Execute all instruments of all kind or character which the Management Committee in its discretion shall deem necessary or appropriate in connection with the business purposes of the Partnership;
- (5) Enter into agreements with other providers of Cellular Service (including Affiliates of the Management Committee) to obtain switching services when, in the judgment of the Management Committee, such agreements are in the best interest of the Partnership.

#### 6.3 Partnership Funds.

The funds of the Partnership shall be deposited in such account or accounts as are designated by the Management Committee and shall not be commingled with the funds of any Partner or any affiliate thereof. All withdrawals from such account(s) shall be made upon such authorized signature(s) as the Management Committee may from time to time, determine.

#### 6.4 Indemnification.

The Partnership shall indemnify and hold harmless the Partners from and against any loss, expense, damage, or injury

suffered or sustained by them by reason of any acts, omissions, or alleged acts or omissions arising out of their activities on behalf of the Partnership or in furtherance of the interests of the Partnership, including but not limited to any judgment, award, settlement, reasonable attorneys' fees, and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceedings, or claim, if the acts, omissions, or alleged acts or omissions upon which the actual or threatened action, proceedings, or claims are based were for a purpose reasonably believed to be in the best interests of Partnership and were not performed or omitted fraudulently or in bad faith or as a result of negligence by a Partner and were not in violation of the Partner's fiduciary obligation to the Partnership. Any such indemnification shall be solely from the assets of the Partnership.

- 6.5 Other Matters Concerning the Partners.
- (a) Any Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) Any Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, and other consultants and advisors selected by it and may rely on any opinion of any such consultant or advisor as to matters which

the Partner believes to be within its professional or expert competence as long as the Partner acts in good faith and in accordance with such opinion.

#### 6.6 General Partners' Other Business Activities.

It is recognized that the Partners and affiliates of the Partners are or may be engaged in the conduct of other substantial activities for their own account and for the accounts of others, including the management, ownership, and operation of cellular radio facilities in areas other than Kentucky RSA 3. The Partners and their officers, directors or representatives shall not be required to devote their full time to Partnership affairs but only such time as in their judgment the conduct of the Partnership affairs shall require.

#### 6.7 Liability.

No Partner shall be liable, responsible, or accountable in damages or otherwise to the Partnership or any Partner for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on any Partner by this Agreement or by law unless the act or omission was performed or omitted fraudulently or in bad faith or constituted negligence.

6.8 <u>Bankruptcy</u>. At the Bankruptcy of any Partner, that Partner (an "Inactive Partner") and any member of the Management Committee selected by that Partner pursuant to Section 6.1(a) shall cease to have any voice in the conduct of the affairs of the Partnership, and all acts, consents, and decisions with

respect to the Partnership shall thereafter be made by the other Partners. The Inactive Partner shall, nonetheless, remain liable for its share of any losses of the Partnership or contributions to the Partnership as provided herein, and shall be entitled to receive its share of income, gain, loss, deduction, credit, and distributions. For six months from and after the date of the Bankruptcy of any Partner, the other Partners shall have the irrevocable option to purchase the Inactive Partner's Partnership Any such purchase shall be made in proportion to the respective Percentage Interest of the other Partners at such time or in such other proportion as they may mutually agree. the other Partners exercise their option to purchase the Inactive Partner's Partnership Interest, they shall notify the Inactive Partner or his representative of their intention to do so within the six-month option period. The purchase price of any Partnership Interest purchase pursuant to this Section 6.8 shall be the Appraisal Price as (defined in Section 9.1(d)) and shall be payable in cash at the time specified in Section 9.1(e). Should the other Partners not exercise the option to purchase the Inactive Partner's Partnership Interest, the Inactive Partner remain Inactive Partner an in accordance with provisions set forth in this Section 6.8.

VII. BOOKS, RECORDS, ACCOUNTING AND REPORTS

#### 7.1 Records and Accounting.

The Partnership shall keep or cause to be kept complete and accurate books with respect to the Partnership's business, which

books shall at all times be kept at the principal office of the Partnership. The books of the Partnership shall be maintained, for financial reporting purposes, on the accrual basis in accordance with generally accepted accounting principles.

#### 7.2 Fiscal Year.

The fiscal year of the Partnership shall be the calendar year.

#### VII. INCOME TAX MATTERS

#### 8.1 Organizational Expenses.

The Partnership shall elect to deduct expenses incurred in organizing the Partnership ratably over a sixty-month period as provided in Section 709 of the Code.

#### 8.2 Taxation as a Partnership.

No election shall be made by the Partnership, or any Partner to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

#### IX. TRANSFER OF PARTNERSHIP INTERESTS

9.1(a) Rights of First Refusal. The Partners agree they will not (directly or indirectly) sell, give, assign, pledge or otherwise transfer or encumber (any such event hereinafter referred to as "sell or transfer") their Partnership Interest except pursuant to the provisions of this Section 9.1, and any attempt to sell or transfer a Partnership Interest other than in accordance with the terms and provisions of this Section 9.1 shall be null and void and of no effect.

If a Partner desires to sell or transfer all or 9.1(b) any part of its Partnership Interest (hereinafter "Desire to Sell") (hereinafter such party desiring to sell referred to as "Seller"), it shall notify the nonselling Partners ("Notice of Transfer") of the Desire to Sell, and, if such Desire to Sell is in response to a third party offer, such Notice of Transfer shall contain the terms of the third party offer and the identity of the prospective purchaser. For a period of 60 days after the last of the nonselling Partners receipt from Seller of a Notice of Transfer the Partners shall have an option ("Transfer Option") to purchase the Seller's Partnership Interest identified in the Notice of Transfer. The purchase price and the terms of sale for the Partnership Interest to be purchased pursuant to the Transfer Option shall be the price and terms identified in the Notice of Transfer or if the Notice of Transfer is not in response to a third party offer, the terms of sale shall be cash and the price shall be the Appraisal Price as defined in Section 9.1(d) of this Article IX. Unless they agree otherwise, those Partners exercising the Transfer Option by notifying the Seller in a timely manner (the "Purchasing Partners") shall be obligated to purchase that percentage of the Partnership Interest identified in the Notice of Transfer as the Partnership Interest of each such Purchasing Partner bears to the Partnership Interests of all Purchasing Partners, but the seller shall not be obligated to sell less than all of the Partnership Interest Identified in the Notice of Transfer, so exercising. The Purchasing Partners shall

have a period of sixty (60) days to arrange financing for and close the purchase transaction. During such sixty (60) day period, the Purchasing Partners shall also cause the Appraisal Price to be determined, if necessary.

- If the Partners do not exercise their respective options to purchase the Shares pursuant to Section 9.1(b) or if they fail or refuse to perform their purchase obligations after such exercise within the sixty (60) day period, such Partnership Interest may be sold or transferred by Seller for a period of sixty (60) days after the lapse of such options to the transferee identified in the Notice of Transfer at the purchase price and upon the terms specified in the Notice of Transfer. Unless the transferee becomes a substituted Partner pursuant to Article X, the transferee shall have no right to interfere in the management or administration of the Partnership's business or affairs, or to require any information or account of Partnership transactions, or to inspect the Partnership's books. The sale or transfer merely entitles the transferee to receive the share of distributions, income, and losses to which the Seller would otherwise be entitled.
- (d) The "Appraisal Price" shall mean the value of a Partnership Interest determined on the basis of the value of the Partnership as a going concern, on the basis of such Partnership Interests being free of all restrictions imposed by this Agreement and on a basis exclusive of any adjustment to such value due to the illiquidity of or absence of any market for such

The Appraisal Price shall be determined as Partnership Interest. within ten (10) days after exercise of the Transfer Option pursuant to Section 9.1, the Purchasing Partners and the Seller shall use their best efforts to agree on an Appraisal If they fail to agree, then on the eleventh (11th) day after such exercise, the Seller, on the one hand, and the Purchasing Partners on the other, shall notify each other in writing of its opinion as to the Appraisal Price and the identity of an appraiser it has selected to determine the Appraisal Price. Each such appraiser shall deliver its report to the Seller and Purchasing Partners, and to the other appraiser, within fortyfive (45) days of the giving of such notice and the two appraisers shall meet and attempt to determine the Appraisal Price within sixty (60) days after the exercise of the Transfer Option under Section 9.1(b). If the two appraisers fail to reach agreement within such sixty (60) day period they shall, at the end of such period, agree on a third appraiser who shall determine a third Appraisal Price. The third appraiser shall not be given the Appraisal Prices of the first two appraisers. The Final Appraisal Price shall be (i) the amount agreed to by the two parties if they do agree, or (ii) the amount specified in the notice given by one party on the eleventh (11th) day as above in the event that the other party fails to give notice on that day designating an appraiser or if the appraiser designated by such party fails to perform in accordance with the contemplated hereby or fails to act in good faith, or (iii) the

amount agreed to by the two appraisers appointed by the parties if clauses (i) or (ii) immediately preceding are not applicable, or (iv) if a third appraiser has been appointed, the average of the two closest appraisals. All costs of the appraisals hereunder shall be paid 25% by the Purchasing Partners and 75% by the Seller. The Parties shall cooperate fully with each appraiser appointed under this Section 9.1 and shall fully disclose any and all information including, without limitation, any business plans or forecasts of the Partnership which is or may be material to the valuation of the Partnership as a going concern.

- (e) The closing of any purchase transaction created pursuant to this Section 9.1 shall take place on or before the one-hundred twentieth (120) day after exercise of the Transfer Option. At the closing, Seller shall deliver the Partnership Interest free and clear of all liens and restrictions against delivery to it of the purchase price required by this Section 9.1.
- 9.2 Tiered Acquisition. Regardless of any contrary provision of this Agreement, no Person may acquire from any Partner or Partners (in either case, a "Selling Partner") a Partnership Interest unless the Person also offers to acquire the Partnership Interest of each other Partner at a price and under terms and conditions that are at least as favorable as those by which the Person offers to acquire the Partnership Interest from the Selling Partner. Any acquisition of an interest in the

Partnership in violation of this Section 9.2 shall be deemed null and void and of no effect.

#### X. ADMISSION OF OTHER GENERAL PARTNERS

By a vote of the Partners owning at least a Majority Interest of the Partnership, one or more parties may become additional or substituted partners. In the event of any such addition or substitution (i) the new Partner shall participate in the Partnership on the same terms and conditions as described in this Agreement, and shall be subject to and bound by all of the provisions of this agreement as if originally a party of this Agreement and (ii) the Partnership Interests of the other Partners shall be adjusted according to their then current respective Partnership Interests.

#### XI. DISSOLUTION AND LIQUIDATION

#### 11.1 Dissolution.

The Partnership may be dissolved only upon:

- (a) the sale or other disposition of all or substantially all of the partnership's assets;
- (b) an election to dissolve the Partnership by the affirmative vote of the Partners owning at least eighty percent (80%) of the Partnership Interests.
- (c) the Bankruptcy of any Partner; provided that the remaining Partners shall have the authority to continue the business of the Partnership within

the meaning of Section 362.335(2)(b) of the Kentucky Act.

- (d) any other event that, under the Kentucky Act, would cause its dissolution.
- 11.2 The Partners shall liquidate the assets of the Partnership, and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:
- (a) the payment to creditors of the Partnership, including Partners, in order or priority provided by law;
- (b) to the Partners, in proportion to and to the extent of the positive balances in their respective Capital Accounts; and
- (c) to the Partners in accordance with their respective Percentage Interests; provided, however, that the Partners may place in escrow a reserve of cash or other assets of the Partnership for contingent liabilities in an amount determined by the Partners to be appropriate for such purposes.

#### 11.3 Distribution in Kind.

Notwithstanding the provisions of Section 11.2 which require the liquidation of the assets of the Partnership, but subject to the order of priorities set forth therein, if on dissolution of the Partnership the Partners determine that an immediate sale of part or all of the Partnership's assets would be impractical or would cause undue loss to the Partners, the Partners may, by a vote of a Majority Interest defer for a reasonable time the liquidation of any assets except those necessary to satisfy lia-

bilities of the Partnership (other than those to Partners) and/or may, in its absolute discretion, distribute to the Partners prorata, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.2, undivided interests in such Partnership Partners deem not suitable assets as the liquidation. Any distributions in kind shall be subject to such conditions relating to the disposition and management thereof as the Partners deem reasonable and equitable and to any joint operating, charter or management agreements or other agreements governing the operation of such properties at such time. Partners shall determine the fair market value of any property distributed in kind using such reasonable method of valuation as they may adopt.

#### 11.4 Waiver of Partition.

Each Partner hereby waives any rights to partition of the Partnership property.

#### XII. AMENDMENT OF PARTNERSHIP AGREEMENT

The Partnership Agreement may be amended by a vote of the Partners owning at least eighty percent (80%) of the Partnership Interests, provided, however that no such amendment shall otherwise change any Partner's Partnership Interest as determined in this Agreement, or any Partner's voting rights as otherwise specified in this Agreement.

#### XIII. SALE OR TRANSFER OF PARTNERSHIP ASSETS

No direct or indirect sale or transfer of substantially all of the Partnerships assets or licenses is permitted without the

prior approval of Partners controlling at least eighty percent (80%) of the Partnership Interests.

#### XIV. GENERAL PROVISIONS

#### 14.1 Addresses and Notices.

Any notice, demand, request or report required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class mail or by other means of written communication to the Partner at the address set forth below.

Logan Telephone Cooperative
Incorporated
P. O. Box 97
Auburn, Kentucky 42206
Attention: George Wilford Arnold, Manager

Lewisport Telephone Company, Inc.
P.O. Box 439
Pell Street
Lewisport, Kentucky 42351
Attention: Wayne R. Watts, Vice Pres. and Manager

Brandenburg Telephone Co., Inc. 332 East Broadway Brandenburg, KY 40108 Attention: J. D. Tobin, Jr., President

North Central Telephone
Cooperative, Inc.
Highway 52 Bypass
Lafayette, TN 37083
Attention: F. Thomas Rowland, General Manager

South Central Rural Telephone
Cooperative Corporation, Inc.
Box 159
Glasgow, KY 42141
Attention: Clinton Quenzer, General Manager

Any notice, payment or report to be given or sent to a Partner hereunder shall be deemed conclusively to have been given or sent, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been given or sent, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon mailing such notice, payment or report to such Partner by certified mail, return-receipt requested, at its address as shown above. Any notice to the Partnership shall be deemed given if received at the principal office of the Partnership designated pursuant to Section 1.3. The Partnership may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by them to be genuine.

#### 14.2 <u>Titles and Captions</u>.

All Article or section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

#### 14.3 Pronouns and Plurals.

Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

## 14.4 Further Action.

The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be

necessary or appropriate to achieve the purpose of this Agreement.

#### 14.5 Binding Effect.

This Agreement shall be binding upon and inure to the benefits of the parties and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

## 14.6 Integration.

This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

#### 14.7 Creditors.

None of the provisions of this Agreement shall be for the benefits of or enforceable by an creditors of the Partnership.

#### 14.8 Waiver.

No failure by any party to insist upon the strict performance of any covenant, duty, Agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, Agreement or condition.

#### 14.9 Counterparts.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart.

## 14.10 Applicable Law.

This Agreement shall be construed in accordance with and governed by the laws of Kentucky, without regard to the principles of conflicts of law.

## 14.11 Invalidity of Provisions.

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

IN WITNESS WHEREOF, the par	ties hereto have executed this
Agreement as of this 3rd day	of <u>January</u> , 19 <u>90</u> , but
actually on the dates indicated be	low.
GENERAL PARTNERS:	
NORTH CENTRAL TELEPHONE COOPERATIVE, INC.	LOGAN TELEPHONE COOPERATIVE, INCORPORATED
By: Thomas Control	By: Deorge M. arnold
Title:	Title: Manager
Date:	Date: /- 3 - 90
BRANDENBURG TELEPHONE CO., INC.	LEWISPORT TELEPHONE COMPANY, INC.
By: John J-	By: Acy Court Title: Ca - fr.
Date: 1-3-90	Date: /- 3 - 90
	SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.  By: flater flavored Title: flavored Date: 1-3-9)

(703) 584-8668 WWW.FCCLAW.COM



January 9, 2017

#### Via Email

Mr. John Houlihan Kentucky Airport Zoning Commission 90 Airport Road, Building 400 Frankfort, Kentucky 40601

Dear Mr. Houlihan:

Enclosed please find two completed TC 55-2 forms, Application for Permit to Construct or Alter a Structure, for a new monopole (Mooleyville) near Breckinridge, Kentucky. The Structure, including top-mounted antennas will have an overall height of 250 feet Above Ground Level.

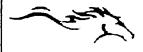
Enclosed Form TC 55-2 and the attached exhibit include all the pertinent information for this existing tower structure. Also enclosed are copies of the completed FAA Form 7460-1 for the proposed site, a non-reduced 7-1/2' U.S. Geological Survey map indicating the exact location of the site, and a 2-C survey.

Please do not hesitate to contact the undersigned if there are questions regarding this matter.

Sincerely,

Leila Rezanavaz

Consulting Engineer



## KENTUCKY TRANSPORTATION CABINET

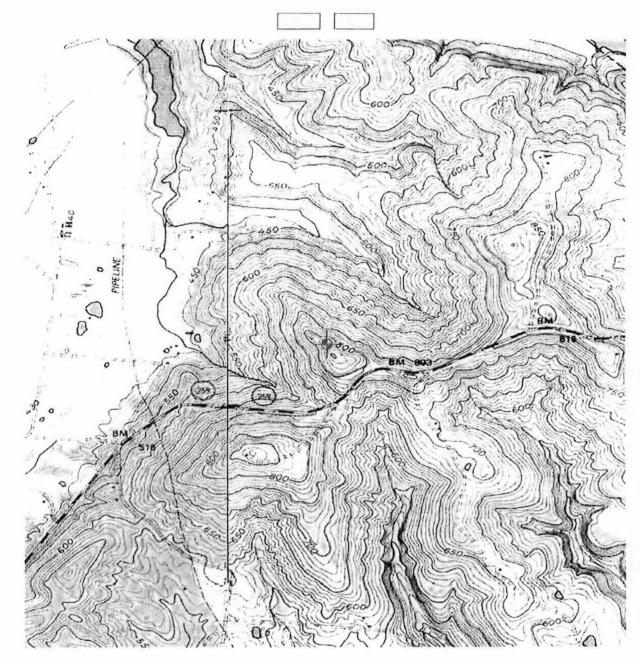
TC 55-2 Rev. 06/2016 Page 2 of 2

## **KENTUCKY AIRPORT ZONING COMMISSION**

# APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name)		PHONE	FAX	KY AERONAUTICA	AL STUDY #
Scott McCloud		270-769-0339	270-737-0580	l <u> </u>	
ADDRESS (street)		CITY		STATE	ZIP
2902 Ring Road		Elizabethtown		KY	42702
APPLICANT'S REPRESENT	<b>FATIV</b> E (name)	PHONE	FAX		<b></b>
Leila Rezanavaz		703-584-8668	703-584-8694		
ADDRESS (street)		CITY		STATE	ZIP
8300 Greensboro Dr. Suit		McLean		VA	22102
	New Construct	ion 🔲 Alteration	Existing	WORK SCHEDULE	
<b>DURATION</b> Permai	nent 🔲 Tem	porary (months	days )	Start 02/20/17 En	d 02/25/17
TYPE Crane	Bullding	MARKING/PAINTIN	G/LIGHTING PREFE	RRED	
Antenna Tower		🔲 Red Lights & Pai	nt White- med	ium intensity	White- high intensity
Power Line Wat	ter Tank	Dual- red & med	lium intensity white	Dual- red & l	nigh intensity white
Landfill Oth	er	Other			
LATITUDE		LONGITUDE		DATUM NA	D83 NAD27
38°01'12.89"		86 <sup>0</sup> 29'39.94.84"		Other	_
NEAREST KENTUCKY		NEAREST KENTUCK	Y PUBLIC USE OR M	ILITARY AIRPORT	
City Stephensport County	/ Brekckinridge	Breckinridge County	/ Airport (193)		
SITE ELEVATION (AMSL, )		TOTAL STRUCTURE	- ·	CURRENT (FAA ae	ronautical study #)
829	•	250	, , ,	2017-ASO-466-OE	
OVERALL HEIGHT (site ele	evation plus tot	al structure height.	feet)	PREVIOUS (FAA a	eronautical study #)
1079	•	· .	•	N/A	, ,
DISTANCE (from nearest	Kentucky public	use or Military airp	ort to structure)	+··—	ronautical study #)
16.5 Miles	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,	<b>,</b>	N/A	,
DIRECTION (from nearest	t Kentucky publ	ic use or Military air	port to structure)		
North	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	,		
DESCRIPTION OF LOCATI	ON (Attach US)	GS 7.5 minute quadr	anale map or an airi	port lavout drawing	with the precise site
marked and any certified	•		g		, <b>,</b>
Site is located at: 20839		259. Stephensport. K	Y 40170		
	gg.	,			
DESCRIPTION OF PROPO	SAL				
Proposed sel-supporting	tower with top	-mounted antennas	for overall height of	250' AGL.	
, 5	•		_		
FAA Form 7460-1 (Has th	e "Notice of Co	nstruction or Altern	tion" heen filed with	the Federal Aviatio	on Administration?\
☐ No ☐ Yes, when? (		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Deciry		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
CERTIFICATION (I hereby	<del></del>	the above entries, m	ade by me, are true	complete and cor	rect to the hest of
my knowledge and belief.		ine above entires, in	ade by me, are true,	, comprete, and cor	rece to the best by
PENALITIES (Persons faili	·=	ith KRS 183 861 to 1	83,990 and 602 KAR	050 are liable for t	fines and/or
imprisonment as set forth					
	ITLE	SIGNATURE		DATE	The pendicory
	Gr. Consulting E	1 0 0	Roser	01/09/2017	
Tella Rezalloroz	or consum c		regarding	101/05/2017	
COMMISSION ACTION		☐ Chairperson	-		
_		Administrate	or, KAZC		
1 <del></del>	IGNATURE			DATE	
Disapproved				<del></del>	

1/9/2017 OE/AAA Mapping



# Landmark Surveying Co., Inc.

Darren L. Helms, P.L.S., PRESIDENT Dennis N. Helms, P.L.S., VICE PRESIDENT



15 N.E. 3rd Street
Washington, Indiana 47501
Phone: 812-257-0950
Fax: 812-257-0953
Email: landmark97@sbcglobal.net

# **2C Certification**

December 23, 2016

Designation: Mooleyville Site ID No.: Not Available

Tower Type: Proposed Self-Support Tower

Location: 20839 North Highway 259, Stephensport, Kentucky 40170

I certify that the latitude, longitude, ground elevation and height of the proposed self-support tower are as follows:

Latitude: 38 degrees 01 minutes 12.89 seconds North
Longitude: 86 degrees 29 minutes 39.94 seconds West
Ground Elevation: 828.9 feet or 252.65 meters (NAVD 88)
Proposed Structure Height: 240 feet or 73.2 meters (above ground level)
Proposed Overall Structure Height: 250 feet or 76.2 meters (above ground level)

The accuracy of the latitude and longitude of the proposed self-support tower is  $\pm$  50 feet or  $\pm$  15 meters. The ground elevation and structure height are accurate to within  $\pm$  20 feet or  $\pm$  6 meters.

The information shown above is based upon field observations made on November 30, 2016 using the Kentucky Transportation Cabinet's KYCORS NAD83 2011 Network and the Kentucky State Plane Coordinate System, South Zone, NAD83 (2011). The field observations were completed by using a Topcon Hiper II GPS receiver and a Topcon QS3 robotic total station. Geodetic computations were completed using AutoCAD Civil 3D 2014 software.

Landmark Surveying Co., Inc.

Darren L. Heims, P.L.S. 3386

STATE OF KENTUCKY

DANNEN L. HELMS

3386

LICENBED
PROFESSIONAL



Gate. (Heat ver 1072) for the format of the EAA Papermanton of No Hozard to for Nasygolian for Transporory attention.

Fadoral Amplion. Inter has changed. Please to expense or proposed the determinate messaged for your AST and inferent all conditions dated in the letter.

« OE/AAA

#### Notice of Proposed Construction or Alteration - Off Airport

Addishew Case Off Airport, Desc Reterence Code V. 2016 3 c.

Add a New Case Off Airpoint for Wind Turb has - Net Inversi. Deak Reference Guide V. 20, 6, vo.

Project Name: BLUEG-000398449-17 Sponsor: Bluegrass Cellular, Inc.

#### Details for Case : Mooleyville

Show Project Summary

Case Status

2017-ASO-466-OE

Status Accepted

Public Comments

Date Accepted: 01/09/2017

Date Determined

Letters:

01/09/2017 🏚 😙 estification **Documents**:

Project Documents: None

Construction / Alteration Information

Notice Oh Construction Durations Permanent If Temporary : Months: Days: Work Schedule - Start: 02/20/2017

Werk Schedule - End: 02/25/2017

"For Temperary cranss-Does the permanent structure require separate motive to the FAA? To find out, use the Motice Criteria Tool. If coparate notives is required, please ensure it is filed If it is not lifely, please state the reason in the Description of Proposal.

Filed with State State Filings

Structure Summary

Structure Type: Antenna Tower

Structure Names Mooleyville

FDC NOTANI NOTAM Numbers CCC Number: Prior AEN:

Structure Details

Latitudas 35" I' 12.89' N Longitude 86° 29' 39.94" W Horfrontal Datum NAD83 Site Elevation (SE): 829 (nearest foot) Structure Height (AGL): 250 (naarest fool) Current Height (AGL):

\* For motice of alteration or existing provide the current
AGL height of the existing structure.
Include details in the Description of Proposal (nearest foot)

Hinlmum Operating Height (AGL):
\* For serromack last sudy of a claim or construction equipment the maximum height should be likted above as the Structure Height (AGL), Additionally, provide the minimum operating height to exold delays it impacts are intentiond that copula regolation to a ratiocal keight. If the Structure Height and minimum operating height are the came enter the same value in bath fields.

Nacella Haight (AGL):
\* For Wind Turbinus 500ft AGL or greater

Requested Harking/Lightling; Dual-red and medium intensity

Other:

Recommended Marking/Lightings

Current Marking/Lightings

Mearest City:

Neurost Statut Description of Location:
On the Project Summary page upload any certified survey.

Description of Propusab

(nearest foot)

(nearest foot)

N/A Proposed Structure

Other: Stephensport

> Kentucky Site is located at: 20039 North Highway 259 Stephensport, KY 40170

Proposed self-supporting tower with too meunice enterious for overall hely it of 250° AGL.

Back to Previous Bank to Next Common Frequency Bands

Low Freq	High Frag	Freq Unit	ER P	ERP UNI
698	806	HHZ	1000	₩
806	824	MHz	500	w
824	849	MHZ	500	w
851	866	MHz	500	W
869	894	MHz	\$00	₩
896	901	MHz	500	w
901	902	HHz	7	₩
930	931	MHZ	3500	w
931	932	HHz	3500	W
912	<b>932.5</b>	HH	17	dB₩
935	940	HHz	1000	W
940	941	HHZ	3500	₩
1850	1910	CHM	1640	W
1930	1990	MHD	1648	w
<b>4 105</b>	7310	HHz	2000	₩
2345	2160	MHz	2000	w

Specific Frequencies



## KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN Governor

200 Mero Street 4th Floor Frankfort, KY 40622 www.transportation.ky.gov 502-782-4044

February 21, 2017

APPROVAL OF APPLICATION

APPLICANT: BLUEGRASS CELLULAR BLUEGRASS CELLULAR 2902 Ring Road Elizabethtown, KY 42702

SUBJECT: AS-014-193 -2017-004

STRUCTURE: Antenna

LOCATION: Stephensport, KY

COORDINATES: 38° 1' 12.89" N / 86° 29' 39.94" W

HEIGHT: 250' AGL/1079' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 250'AGL/ 1079'AMSL Antenna near Stephensport, KY 38° 1' 12.89" N / 86° 29' 39.94" 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

200 Mero Street 4th Floor Frankfort, KY 40622 www.transportation.ky.gov 502-782-4044

#### CONSTRUCTION/ALTERATION STATUS REPORT

February 21, 2017

AERONAUTICIAL STUDY NUMBER: AS-014-193 2017-004

BLUEGRASS CELLULAR BLUEGRASS CELLULAR 2902 Ring Road Elizabethtown, KY 42702

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on February 21, 2017. 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, 200 Mero Street 4th Floor Office of Audits, Frankfort, KY, 40622. 502-782-4044.

STRUCTURE: Antenna

LOCATION: Stephensport, KY

COORDINATES: 38 I' 12.89" N 86" 29' 39.94" W

HEIGHT: 250' AGL 1079'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





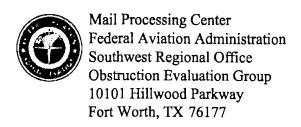
Disapproved

#### KENTUCKY TRANSPORTATION CABINET

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

#### KENTUCKY AIRPORT ZONING COMMISSION

#### APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE KY AERONAUTICAL STUDY # APPLICANT (name) **PHONE** FAX 2017.004 Scott McCloud 270-769-0339 270-737-0580 ADDRESS (street) CITY STATE ZIP 2902 Ring Road Elizabethtown KY 42702 APPLICANT'S REPRESENTATIVE (name) PHONE FAX 703-584-8668 703-584-8694 Leila Rezanavaz ADDRESS (street) CITY STATE ZIP 22102 8300 Greensboro Dr. Suite 1200 McLean VA Existing APPLICATION FOR New Construction Alteration **WORK SCHEDULE** Permanent Temporary (months Start 02/20/17 End 02/25/17 DURATION days TYPE Crane Building MARKING/PAINTING/LIGHTING PREFERRED Antenna Tower Red Lights & Paint White- medium intensity White- high intensity 🔀 Dual red & medium intensity white 🔲 Dual-red & high intensity white Power Line Water Tank Landfill Other Other LONGITUDE DATUM X NAD83 LATITUDE 38°01'12.89\* 86°29'39.94.94" Other **NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT NEAREST KENTUCKY** City Stephensport County Brekckinridge Breckinridge County Airport (193) TOTAL STRUCTURE HEIGHT (AGL, feet) | CURRENT (FAA aeronautical study #) SITE ELEVATION (AMSL, feet) 2017-ASO-466-OE 829 PREVIOUS (FAA aeronautical study #) OVERALL HEIGHT (site elevation plus total structure height, feet) N/A DISTANCE (from nearest Kentucky public use or Military airport to structure) PREVIOUS (KY aeronautical study #) 16.5 Miles N/A DIRECTION (from nearest Kentucky public use or Military airport to structure) North DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) Site is located at: 20839 NorthHighway 259, Stephensport, KY 40170 DESCRIPTION OF PROPOSAL Proposed sel-supporting tower with top-mounted antennas for overall height of 250' AGL. FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) No 🔀 Yes, when? 01/09/2017 CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.) PENALITIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.) NAME TITLE SIGNATURE DATE Sr. Consulting Engr Leila Rezanavaz 01/09/2017 Chairperson, KAZC **COMMISSION ACTION** Administrator, KAZC DATE 2-2/-/7 **SIGNATURE** X Approved



Issued Date: 03/16/2017

Scott McCloud Bluegrass Cellular, Inc. 2902 Ring Road Elizabethtown, KY 42701

# \*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\* (CORRECTION)

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 Mooleyville

Location: Stephensport, KY
Latitude: 38-01-12.89N NAD 83

Longitude: 86-29-39.94W

Heights: 829 feet site elevation (SE)

250 feet above ground level (AGL) 1079 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)

## See attachment for additional condition(s) or information.

This determination expires on 08/16/2018 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.

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

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

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power 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 does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

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

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

If we can be of further assistance, please contact our office at (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-466-OE.

Signature Control No: 314483056-325678507 (DNE)

Angelique Eersteling Technician

Attachment(s)
Additional Information
Frequency Data

cc: FCC

# Additional information for ASN 2017-ASO-466-OE

CORRECTION: Prior determination was issued in error - please follow determination issued 02/16/2017.

# Frequency Data for ASN 2017-ASO-466-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	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
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
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W



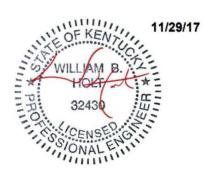
1213 Compressor Drive P.O. Box 508 Mayfield, KY 42066

270-247-3642 FAX: 270-247-0909

E-mail: worldtower@worldtower.com

Web: www.worldtower.com

# 240' MODEL WSST TOWER FOR: BLUEGRASS CELLULAR SITE: MOOLEYVILLE BRECKINRIDGE COUNTY, KY DESIGN PACKAGE



# GENERAL NOTES

- 1. WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISION OF THE AMERICAN WELDING SOCIETY AWS. D 1.1.
- 2. TOWER AND ALL FABRICATED ACCESSORIES ARE HOT-DIP GALVANIZED.
- 3. ALL BOLTS SHALL BE GALVANIZED ACCORDING TO THE STANDARD SPECIFICATION FOR ZINC COATING OF IRON AND STEEL HARDWARE ASTM A153.
- 4. LEG STEEL IS 50 KSI MIN YIELD SOLID ROUND OR PIPE AND BRACING STEEL IS 36 KSI MIN YIELD SOLID ROUND OR STRUCTURAL ANGLE.
- 5. ALL STRUCTURAL BOLTS ARE ASTM A325X, THREADS EXCLUDED FROM SHEAR PLANE.
- 6. TOWER SHOULD BE INSPECTED IN ACCORDANCE WITH TIA-222-G EVERY 5 YEARS.
- 7. TOWER INSPECTION SHOULD ONLY BE PERFORMED BY EXPERIENCED QUALIFIED PERSONNEL. FOR ASSISTANCE IN PROPER MAINTENANCE OF YOUR TOWER, CALL WORLD TOWER AT 270-247-3642.

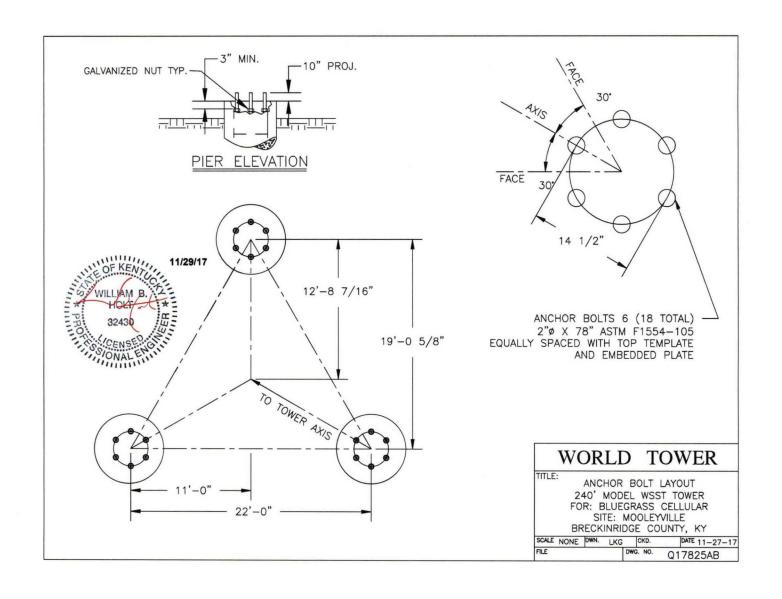


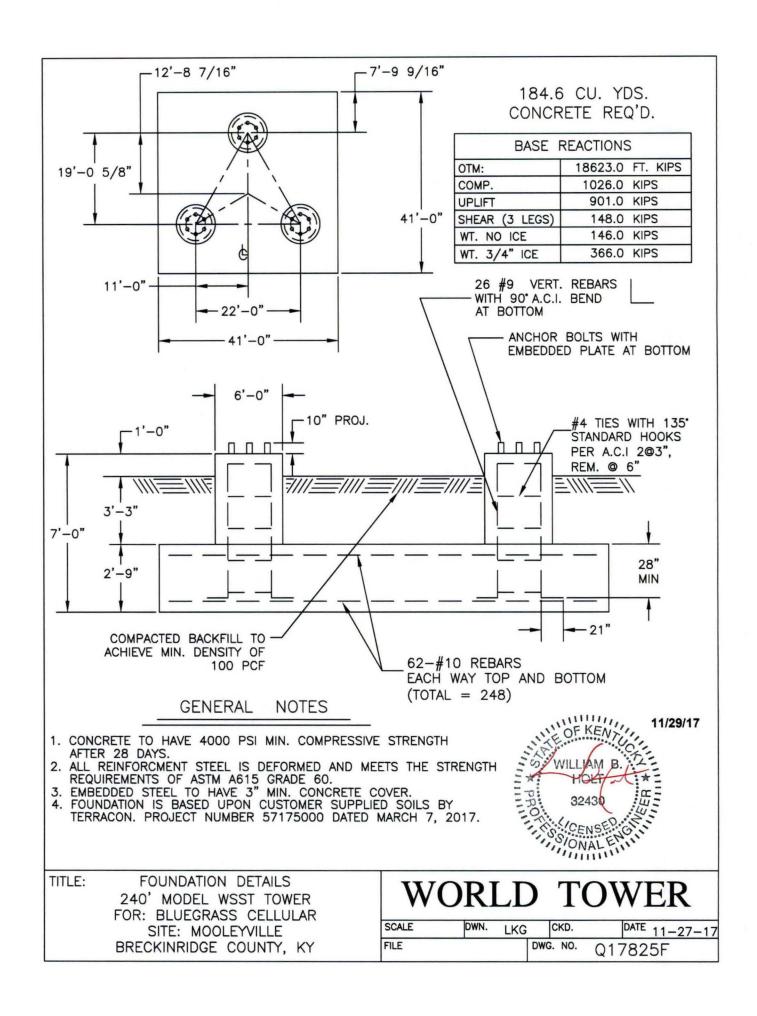
## WORLD TOWER

TITLE:

240' MODEL WSST TOWER FOR: BLUEGRASS CELLULAR SITE: MOOLEYVILLE BRECKINRIDGE COUNTY, KY

SCALE	DWN. L	KG	CKD.	DATE 11-27-17
		DWG.	NO.	Q17825N





SR 6   SR 534   SR 5142   SR 5144   SR 5144   SR 5144   SR 5144   SR 4142   SR 4142   SR 4142   SR 4142   SR 3144   SR 3144	SR 5 34   SR 5 14   SR 5 14   SR 5 14   SR 5 34   SR 4 112   SR 8 3 34   SR 3 34	SRS 314   SRS 112   SRS 112   SRS 114   SRS 6   SR 4 314   SRS 3	Section	T12	111	T10	61	T8	11	16	15	74	T3		27
L5x5x516	L5x5x5/16	L5x5x516	Legs	SR 6	SR 5 3/4	SR 5 1/2	SR 5 1/4	SR 5	SR 4 3/4	SR 4 1/2	SR 4	SR 3 3/4		SR 3 1/4	SR 3 1/4 SR 2 3/4
L5x5x5/16	L5656516	Lisebscrife	Leg Grade						AS	72-50					
NA.   NA.	180.00   180.00   190.00   1	180.0 ft	Diagonals	L5x5x5/16	L4x4x3/8	L4x4x1/4	L4x4x5/16	L4x4	tx1/4	L3 1/2x3 1/2x1/4	L3x3x1/4	L2 1/2×2	1/2×1/4		L2x2x1/4
NA.   N.A.   N	180.08t	180.0 ft   180.0 ft   190.0 ft	Diagonal Grade							436					
S 22 24 120.01 1 14.5	S 22 20 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 11223 1123	22 20 1223 1223 1223 1223 1223 16 14 14 15 15 15 15 15 15 15 15 15 15 15 15 15	Top Girts					Z	Ą.						L2x2x1/8
S 22 24 1200 1200 1200 1200 1200 1200 120	180.0 ft   12383614	140.081	Sottom Girts						N.A.						
180.0 ft	180.0 ft  180.0 ft  180.0 ft  140.0 ft  120.0 ft  140.0 ft  140.0 ft  120.0 ft	180.0 ft  180.0 ft  180.0 ft  180.0 ft  120.0 ft	Horizontals	L4x	4×1/4	L3 1/2x3 1/2x1/4	L3x3x1/4		L3x3x3/16		L2 1/2x2 1/2x3/16		N.A.		
180.0 ft  180.0 ft  160.0 ft  140.0 ft  120.0 ft  3	180.0 ft  180.0 ft  180.0 ft  140.0 ft  120.0 ft  25	180.0 ft  180.0 ft  160.0 ft  120.0 ft  120.0 ft  2	Sec. Horizontals						N.A.						
180.0 ft  160.0 ft  140.0 ft  120.0 ft  3 100.0 ft  3 40.0 ft  3 20.0 ft  3 20.0 ft  3 20.0 ft	180.0 ft  180.0 ft  180.0 ft  120.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft	180.0 ft  160.0 ft  140.0 ft  120.0 ft  3	ace Width (ft) 22					13				7		45	5.5
180.0 ft  160.0 ft  140.0 ft  100.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft	180.0 ft  180.0 ft  180.0 ft  180.0 ft  100.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft	180.0 ft  160.0 ft  100.0 ft  100.0 ft  20.0 ft  20.0 ft  20.0 ft  20.0 ft	Panels @ (ft)						44 @ 5						
160.0 ft 140.0 ft 120.0 ft 80.0 ft 40.0 ft	180.0 ft  160.0 ft  120.0 ft  80.0 ft  40.0 ft	160.0 ft 160.0 ft 100.0 ft 100.0 ft 40.0 ft 20.0 ft			9.3	7.6	7.2	6.1	5.5	4.8	3.8	3.4	26		1.9
					20.0 ft				100.0 ft				180.0 ft		200.0 ft

#### **DESIGNED APPURTENANCE LOADING**

TYPE	ELEVATION	TYPE	ELEVATION
Air21 Panel w/ mt pipe	240	(3) LNX-8514DS w/ mt pipe	210
Air21 Panel w/ mt pipe	240	(3) LNX-8514DS w/ mt pipe	210
Air21 Panel w/ mt pipe	240	(3) LNX-8514DS w/ mt pipe	210
(3) LNX-8514DS w/ mt pipe	240	WD13X53 Antenna Mounting Frame	210
(3) LNX-8514DS w/ mt pipe	240	(w/ .75)*	
(3) LNX-8514DS w/ mt pipe	240	WD13X53 Antenna Mounting Frame	210
WD13X53 Antenna Mounting Frame (w/ .75)*	240	(w/ .75)* WD13X53 Antenna Mounting Frame	210
WD13X53 Antenna Mounting Frame	240	(w/ .75)*	-
(w/ .75)*		Air21 Panel w/ mt pipe	200
WD13X53 Antenna Mounting Frame	240	Air21 Panel w/ mt pipe	200
(w/ .75)*		Air21 Panel w/ mt pipe	200
Air21 Panel w/ mt pipe	230	(3) LNX-8514DS w/ mt pipe	200
Air21 Panel w/ mt pipe	230	(3) LNX-8514DS w/ mt pipe	200
Air21 Panel w/ mt pipe	230	(3) LNX-8514DS w/ mt pipe	200
(3) LNX-8514DS w/ mt pipe	230	WD13X53 Antenna Mounting Frame	200
(3) LNX-8514DS w/ mt pipe	230	(w/ .75)*	
(3) LNX-8514DS w/ mt pipe	230	WD13X53 Antenna Mounting Frame (w/ .75)*	200
WD13X53 Antenna Mounting Frame (w/ .75)*	230	WD13X53 Antenna Mounting Frame (w/ .75)*	200
WD13X53 Antenna Mounting Frame	230	Air21 Panel w/ mt pipe	190
(w/ .75)*		Air21 Panel w/ mt pipe	190
WD13X53 Antenna Mounting Frame (w/ .75)*	230	Air21 Panel w/ mt pipe	190
Air21 Panel w/ mt pipe	220	(3) LNX-8514DS w/ mt pipe	190
	220	The same to the control of the same to the	190
Air21 Panel w/ mt pipe	220	(3) LNX-8514DS w/ mt pipe (3) LNX-8514DS w/ mt pipe	190
Air21 Panel w/ mt pipe	220		
(3) LNX-8514DS w/ mt pipe		WD13X53 Antenna Mounting Frame (w/ .75)*	190
(3) LNX-8514DS w/ mt pipe	220	WD13X53 Antenna Mounting Frame	190
(3) LNX-8514DS w/ mt pipe	220	(w/ .75)*	190
WD13X53 Antenna Mounting Frame (w/ .75)*	220	WD13X53 Antenna Mounting Frame	190
WD13X53 Antenna Mounting Frame (w/ .75)*	220	6 FT DISH	150
	220	6 FT DISH	140
WD13X53 Antenna Mounting Frame (w/ .75)*	220	6 FT DISH	130
Air21 Panel w/ mt pipe	210	6 FT DISH	120
Air21 Panel w/ mt pipe	210	6 FT DISH	110
Air21 Panel w/ mt pipe	210	6 FT DISH	100

## **MATERIAL STRENGTH**

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

#### **TOWER DESIGN NOTES**

Tower is located in Breckinridge County, Kentucky.
 ALL REACTIOn2. Tower designed for Exposure C to the TIA-222-G Standard.

ARE FACTORE3. Tower designed for a 89.00 mph basic wind in accordance with the TIA-222-G Standard.

4. Tower is also designed for a 30.00 mph basic wind with 0.75 in ice. Ice is considered to

MAX. CORNER Rincrease in thickness with height.

 $\triangle$ 

DOWN: 1025. Deflections are based upon a 60.00 mph wind.

SHEAR: 92 6. Tower Structure Class II.
7. Topographic Category 3 with Crest Height of 400.00 ft

WPLIFT: -909. TOWER RATING: 97.6%

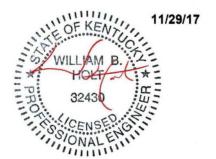
AXIAL 366 K SHEAR MOMENT 2319 kip-ft

TORQUE 3 kip-ft 30.00 mph WIND - 0.75 in ICE AXIAL

18 K

146 K SHEAR MOMENT 148 K 18623 kip-ft

TORQUE 32 kip-ft REACTIONS - 89.00 mph WIND



World Tower Company 1213 Compressor Drive Mayfield, KY

Phone: (270) 247-3642 FAX:

Job: 240' WSST / Rt	ın Q17825	
Project: Mooleyville		
Client: Bluegrass Cellular	Drawn by: WBH	App'd:
Code: TIA-222-G	Date: 11/28/17	Scale: NTS
Path:		Dwg No. E 1



# GeoReport

**Mooleyville Tower** 

Terracon Project No. 57175000

## Prepared for:

Bluegrass Cellular Partnership

Elizabethtown, KY

March 7, 2017

terracon.com



Environmental

**Facilities** 

Geotechnical

Materials

March 7, 2017



Bluegrass Cellular, Inc. 2902 Ring Road Elizabethtown, KY 42702

Attn:

Mr. Tim Ash

P: [270] 765 6361

Regarding:

Geotechnical Engineering Report

Proposed 240-foot Self Support Telecommunications Tower

Site Name: Mooleyville Tower

Mooleyville, Breckinridge County, Kentucky

Terracon Project No.: 57175000

Dear Ms. Ash:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical subsurface exploration, field testing, laboratory testing, and engineering evaluation for the Mooleyville tower project. It is our understanding that a 240-foot, self-support tower is planned for this site. The purpose of this report is to provide geotechnical parameters for the subsurface materials for foundation design and earthwork considerations. This study was performed in general accordance with Terracon's Master Service Agreement dated March 7, 2001 and Kentucky RSA#3 Cellular General Partnership d/b/a Bluegrass Cellular Purchase Order PO-3898 dated September 2, 2016.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please we then writer.

Sincerely,

Terracon Consultants, Inc.

Fryn C Org

Ryan C. Ortiz, E.I.T.

Staff Engineer

Ronald J. Eternar, P.E., DG.E.

Senior Principal



Terracon Consultants, Inc. 13050 Eastgate Park Way Louisville, Kentucky 40223 P [502] 456-1256 F [502] 456-1278 terracon.com

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**EXPLORATION AND TESTING PROCEDURES** 

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SITE CLASSIFICATION FOR SEISMIC DESIGN

**GEOTECHNICAL OVERVIEW** 

SITE PREPARATION

**FOUNDATIONS** 

FLOOR SLABS

**GENERAL COMMENTS** 

#### APPENDIX A - FIELD EXPLORATION

Exhibit A-1 Site Location Plan Exhibit A-2 Exploration Plan

Exhibit A-3 to A-4 Boring Logs (Borings B-1 to B-1A) Exhibit A-5 to A-6 Rock Core Photography Log

#### APPENDIX B - LABORATORY TESTING

Exhibit B-1 Atterberg Limits Results

Exhibit B-2 to B-4 Unconfined Compression Test Results

## APPENDIX C - SUPPORTING DOCUMENTS

Exhibit C-1 General Notes

Exhibit C-2 Unified Soil Classification System Exhibit C-3 Description of Rock Properties

Proposed Mooleyville Tower ■ Mooleyville, Kentucky March 7, 2017 ■ Terracon Project 57175000



# PROJECT DESCRIPTION

Our initial understanding of the project was provided in our Stage 1 submittal in **Project Understanding**. During the period of collaboration that has transpired since the project was initiated, our understanding of the project conditions have been modified to reflect the following.

ITEM	DESCRIPTION
Proposed construction	A 240-foot tall self-support tower and an equipment shelter are planned within the lease area. The equipment shelter location and dimensions are not available at the time of this report.
240-foot Self-Support Tower: Maximum loads (to be confirmed)	Vertical: 600 kips (to be confirmed)  Shear: 100 kips (to be confirmed)  Uplift: 500 kips (to be confirmed)  These anticipated loads are based on experience with similar projects. Loads should be confirmed by the project Structural Engineer. If loading conditions vary from those stated above, Terracon should review the recommendations in this report and confirm they are applicable.
240-foot Self-Support tower: Maximum allowable settlement (to be confirmed)	1-inch (to be confirmed)
Equipment building: Maximum loads (to be confirmed)	Column: 34 kips (to be confirmed)  Wall: 1.5 kips/ft (to be confirmed)  These anticipated loads that are shown are based on experience with similar projects. Loads should be confirmed by Structural Engineer. If loading conditions vary from those stated above, Terracon should review the recommendations in this report and confirm they are applicable.
Equipment building: Maximum allowable settlement (to be confirmed)	Total: 1-inch (to be confirmed)  Differential: ¾ inch over 40 feet (to be confirmed)
Grading (to be confirmed)	Detailed grading information was not provided at the issuance of this report. Based on review of USGS topographic contours, the project elevations range from about 824 to 830 feet.  We anticipate minimal cuts and fills (i.e. <3 ft) will be required. Terracon should be retained to review the topographic plan and grading plan upon availability relative to the recommendations contained in this report.

Proposed Mooleyville Tower ■ Mooleyville, Kentucky March 7, 2017 ■ Terracon Project 57175000



# SITE CONDITIONS

The following description of site conditions has been prepared based on our site reconnaissance during field exploration and review of publically available maps.

ITEM	DESCRIPTION
Location	The existing site, referred to as Mooleyville Telecommunications Tower, is located at near the address of 20839 KY-259 in Mooleyville, Kentucky.  Approximate Latitude/Longitude: 38.020247°, -86.494428°  Please see the Site Location Plan (Exhibit A-1)
Existing improvements	The proposed lease area does not contain existing structures.
Current ground cover	Trees, grass, and shrubs are generally located within footprint of the proposed lease area.
Existing topography	Based on review of USGS topographic contours, the east side of the tower location generally slopes upward from east to west from an approximate elevation of 824 to 830 feet at the tower center. Based on review of the 2C Certification by Darren Helms, the tower center elevation is 829 feet. West of the tower location, the tower slopes downward towards the west to an elevation of 826 feet.

Proposed Mooleyville Tower ■ Mooleyville, Kentucky March 7, 2017 ■ Terracon Project 57175000



## **EXPLORATION AND TESTING PROCEDURES**

## **Field Exploration**

A geotechnical engineering study has been completed for the proposed Mooleyville Telecommunications Tower to be constructed near the intersection of 20839 KY-259 of Mooleyville, Kentucky. A boring was advanced at one location to a depth to about 39.5 feet below the existing ground surface (BGS). Individual boring logs and Exploration Plan (Exhibit A-2) are included in the appendix.

The locations of the borings were established by the project surveyor. Elevations, included in our boring logs, were provided by the project surveyor.

The upper 19.5 feet of the boring was advanced by a trailer-mounted drilling rig using hollow stem augers to advance the borings. The boring was advanced further, from 19.5 to 39.5 feet, utilizing an all-terrain style drilling rig using hollow stem augers to advance the borings. Soil samples were obtained by the split-barrel sampling procedures. In the split-barrel sampling procedure, a standard, 2-inch O.D., split-barrel sampling spoon is driven into the boring with a 140-pound automatic SPT (Standard Penetration Test hammer falling 30 inches, in general accordance with ASTM D 1586). We record the number of blows required to advance the sampling spoon the last 12 inches of an 18-inch sampling interval as the standard penetration resistance value, N. This value is used to estimate the in-situ relative density of cohesionless soils and consistency of cohesive soils.

At auger refusal, we obtained a rock core using a double-walled, diamond-faced, NX core barrel. The cores obtained were placed in a core box, sealed and returned to our laboratory for observation, classification and compression testing.

A field log of each boring was prepared by the field engineer during the field exploration. These logs included visual classifications of the materials encountered during drilling as well as the field interpretation of the subsurface conditions between samples. The final boring logs include modifications based on observations and tests of the samples in the laboratory. Information provided on the test boring logs include soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled with cuttings prior to the drill crew leaving the site.

Descriptive classifications of the soils indicated on the boring logs are in accordance with the enclosed General Notes and Unified Soil Classification System. A brief description of each is attached hereto.

Proposed Mooleyville Tower ■ Mooleyville, Kentucky March 7, 2017 ■ Terracon Project 57175000



## **Laboratory Testing**

The project engineer has reviewed the field data and assigned various laboratory tests to better understand the index, strength, and engineering properties of the various soil strata as necessary for this project. The laboratory testing program included examination of soil samples for texture and plasticity, to help describe and classify the soil samples in accordance with the Unified Soil Classification System.

The laboratory testing program included the following analyses:

- ASTM D2216-10 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318-10e1 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D2166/D2166M-13 Standard Test Method for Unconfined Compressive Strength of Cohesive Soil

Proposed Mooleyville Tower ■ Mooleyville, Kentucky March 7, 2017 ■ Terracon Project 57175000



# SUBSURFACE CONDITIONS

# **Site Geology**

Formation <sup>1</sup>	Description
	Primary Lithology: Shale and siltstone
	Shale, gray to olive-gray, in part slightly silty.
	Siltstone, light-gray, very thin bedded, argillaceous; rarely carbonaceous. Unit poorly exposed.
	Sandstone marker bed: Sandstone, light-gray to light-brown, fine-grained, thick-bedded at places indistinctly crossbedded; present as small ledges. Local unconformity at base Possible equivalent of Palestine Sandstone.
	Shale, siltstone, sandstone, and limestone: Shale, olive-gray to gray; weathers light greenish gray; calcareous in lower part, locally silty. Siltstone, olive-gray, thin-bedded argillaceous. Sandstone, light-brownish-gray to light-greenish-gray, fine-grained, thin-tomedium-bedded. Limestone, gray, finely crystalline to sublithographic, argillaceous, in particular to porous, light-yellowish-buff, subrounded blocks of float.
Buffalo Wallow Formation <sup>2</sup>	<b>Upper limestone marker bed:</b> Limestone, gray to light-gray; weathers brownish gray with light-gray surfaces; finely crystalline, medium bedded; upper part is thin bedded, shaly and argillaceous with abundant bryozoan and crinoid fragments; locally unit contains large productoid brachiopods. Unit is persistent in map area.
	Shale, siltstone, and sandstone: Shale, gray to olive-gray; slightly calcareous in upper and lower parts. Siltstone, light-gray, very thin bedded, in part argillaceous. Sandstone, light-gray to light-olive-gray, fine-grained, medium- to thin-bedded, in part silty; present in lowe part of unit.
	Lower limestone marker bed: Limestone, gray to brownish-gray, finely to medium crystalline, argillaceous; some slightly dolomitic; medium to thin bedded. Unit poorly exposed and may be discontinuous.
	Shale, siltstone, and sandstone: Shale, gray to light-olive-gray, calcareous and fossiliferous near base of unit. Siltstone, light-greenish-gray, thin-bedded, argillaceous. Sandstone, light gray to light-brown, fine-grained, medium- to thin-bedded; present in upper part of unit.
	Note: The Buffalo Wallow Formation is designated as having low karst potential.

- Geologic descriptions based on published information from the Kentucky Geological Survey, University of Kentucky, www.uky.edu/KGS, retrieved March 5, 2017.
- 2. Based on the Geologic Map of the Alton Quadrangle, Breckinridge County, Kentucky, published by the Kentucky Geological Survey (GQ-845).

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# Typical Subsurface Profile

Based on the results of the subsurface exploration, subsurface conditions on the project site can be generalized as follows:

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Encountered	Consistency/Hardness
Surface 1	0.5	Topsoil	N/A
1	2	Lean Clay <sup>2</sup>	N/A
2	11.5	Fat Clay (completely weathered shale) <sup>4</sup>	Stiff <sup>5</sup>
3	Undetermined	Weathered shale with sandstone and limestone layers <sup>6</sup>	N/A

- 1. Topsoil was encountered at Boring B-1.
- 2. Lean clay was encountered at Boring B-1. Atterberg limit tests on the split spoon sample obtained from 1 to 1.5 resulted in liquid limit (LL) of 46 percent and plastic limit (PL) of 20 percent.
- 3. Strength testing was not performed on the lean clay layer. The lean clay layer was too thin to obtain split spoon or Shelby tube strength test results.
- 4. Fat clay was encountered at Boring B-1. Atterberg limit tests on a fat clay sample observed in the rock core sample resulted in liquid limit (LL) of 73 percent and plastic limit (PL) of 22 percent. Moisture content tests on one representative samples was 14 percent.
- 5. Fat clay exhibited a stiff consistency based on an unconfined compressive strength test result of about 2520 psf.
- 6. The bedrock can be generally characterized as weathered shale with sandstone and limestone. The test boring terminated in this stratum. Boring B-1 was advanced starting at about 2 feet below ground surface, by rock coring techniques extending to about 39.5 feet below existing ground surface. Tested unconfined compressive strength results ranged from approximately 4490 to 29280 psf. See the Rock Core Photo in the Appendix (Exhibit A-5).

#### Groundwater

The boreholes were observed while drilling for the presence and level of groundwater. No groundwater was observed in the remaining borings for the short duration that the borehole was open. Due to the low permeability of the soils encountered in the borings, a relatively long period of time may be necessary for a groundwater level to develop and stabilize in a borehole in these materials. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels in materials of this type.

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than

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the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

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## SITE CLASSIFICATION FOR SEISMIC DESIGN

Design of buildings and other structures subject to earthquake ground motions requires classification of the upper 100 feet of the site profile in accordance with Chapter 20 of ASCE 7. The Site Class types are listed below and are basically defined by an average value of either shear wave velocity, standard penetration resistance, or undrained shear strength.

- A. Hard Rock
- B. Rock
- C. Very dense soil and soft rock
- D. Stiff soil
- E. Soft clay soil
- F. Soils vulnerable to potential failure or collapse under seismic loading

Based on the results of our site characterization program, we conclude that Site Class C is appropriate for the subject site. Note that the scope of services did not include site profile determination to a depth of 100 feet. Explorations for this project extended to a maximum depth of 30 feet, where the borings were terminated. The Site Class C designation is based on an assumption that stiff clay soils continue to a depth of 100+ feet.

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## **GEOTECHNICAL OVERVIEW**

The following sections describe pertinent geotechnical considerations identified by the exploration and laboratory testing. Site preparation recommendations, including subgrade improvement, fill placement, and excavations are provided in the **Site Preparation** section.

## Limitation of Subsurface Exploration

Our scope of work for this project included one boring at the tower center. Less conservative geotechnical recommendations could be realized by performing borings at each tower leg.

# **High Plasticity Clay**

High plasticity fat clays (CH) was encountered at Boring B-1. A test on a representative sample at about 2 feet resulted in a liquid limit (LL) of 73 percent and plastic limit (PL) of about 22 percent. High plasticity clays may be encountered at bearing elevations for any shallow foundations and floor slabs.

High plasticity soils are potentially expansive and could adversely affect lightly loaded structures, such as foundations and floor slabs. The presence of fats clay should be anticipated at nearly all foundation, floor slab, and pavement bearing elevations due to the variable subsurface conditions encountered onsite. Where high plasticity soils are encountered within the foundation excavations, the excavations should be over-excavated to provide a minimum 2 foot thick layer of low volume change material below foundations, slabs, pavement, and other structures meeting the requirements of the **Material Types** section of this report. The low volume change layer will reduce risk but not eliminate the risk of the high plasticity clays adversely affecting lightly loaded structures. To eliminate this risk, deep foundations (i.e. drilled piers) would be considered for foundation support. Additional recommendations concerning foundation over-excavation are provided in the **Foundations** section.

#### **Bedrock Excavation**

Sandstone was encountered about 2 feet below existing grades. Based laboratory observation of the recovered rock sample, sandstone bedrock is characterized as slightly weathered. Excavation into the bedrock at the site may be difficult and will likely require some hoe-ramming or other mechanical means for shallow excavation into in-situ, undisturbed bedrock layers.

# **Foundation Support**

Site grading, structural loading and foundation plans are unknown at this time. Anticipated loads are based on experience with similar projects. Loads should be confirmed by Structural Engineer. If loading conditions vary from those stated above, Terracon should be retained to review the recommendations in this report.

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The foundations can be dimensioned for a net allowable soil bearing pressure of 2,500 psf for isolated spread footings and continuous walls. Please let us know if structural loading conditions differ from this assumption so we can revise our recommendations accordingly.

The proposed structures can be supported by spread footings bearing on undisturbed, at least stiff natural cohesive soils or new lean clay engineered fill or lean concrete placed directly on at least stiff native soils. Any undercut and replacement of unsuitable soils should be replaced with new engineered fill meeting the requirements of the Material Types in the Site Preparation section of this report.

Additional recommendations for design and construction of foundations are presented in the sections.

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## SITE PREPARATION

The following presents recommendations for site preparation, excavation, and fill placement. Special considerations will be needed where site grading may expose unstable soils. Our recommendations presented for design and construction of earth supported elements (i.e. foundations, slabs, etc.) are contingent upon following the recommendations outlined in this section. Due to the high plasticity clays encountered in our borings, earthwork activities on the project should be observed and evaluated by Terracon.

Vegetation, existing pavements, and otherwise unsuitable materials should be stripped from the site prior to grading operations. Topsoil or other loose, soft or otherwise unsuitable material should be removed from the entire construction area and any sources of on-site borrow material should be stockpiled outside of the construction area.

Following rough grading, and prior to placement of foundations, the subgrade should be evaluated by proofrolling where possible to aid in locating unstable subgrade soils. Any soft, loose, or otherwise unsuitable areas identified during the proofroll will require undercutting or improvement. Where proofrolling is not possible, the subgrade should be evaluated by observation and probing to aid in locating unsuitable or unstable areas. The appropriate method and amount of stabilization, if required, should be determined at the time of construction based on observations by the geotechnical engineer.

It should be noted that the on-site clayey soils may be susceptible to disturbance from construction activity, particularly if the soil has high natural moisture and is wetted by surface water or seepage. Therefore, care should be taken during the site grading operation to provide adequate site drainage and minimize disturbance of the bearing soils.

# **Material Types**

All imported material or on-site material proposed for reuse should be tested to verify conformance with the material property and placement recommendations in this section.

Engineered fill should meet the following material property requirements:

Fill Type <sup>1</sup>	USCS Classification	Acceptable Location for Placement
Lean clay <sup>2</sup>	CL (LL<50% & PI>15)	All locations and elevations
Fat clay <sup>2</sup>	CH (LL>50%)	Not recommended for use as structural fill

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Fill Type <sup>1</sup>	USCS Classification	Acceptable Location for Placement			
Well graded granular and silty gravel	GM-GW GM	All locations and elevations			
Low Volume Change Material	CL or GM-GW, GM <sup>3</sup> and (LL<40% & 5 <pi<15)< td=""><td>All locations and elevations</td></pi<15)<>	All locations and elevations			

- Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
- Delineation of fat clays and lean clays should be performed in the field by a qualified geotechnical engineer or their representative, and could require additional laboratory testing. Fat clays were observed in our borings.
- 3. Similar to KYTC DGA or crushed stone base limestone, limestone screenings, or granular material such as sand, gravel or crushed stone containing not more than 14% non-plastic fines.

# **Compaction Requirements**

Engineered fill should meet the following compaction requirements:

ITEM	DESCRIPTION				
Fill Lift Thickness	8-inches or less loose thickness for heavy, self-propelled compaction equipment. 4- to 6-inches loose thickness for hand-guided equipment (i.e. jumping jack or plate compactor)				
mpaction Requirements <sup>1</sup> At least 98% of the materials Standard Proctor maximuctural Areas)  At least 98% of the materials Standard Proctor maximuctural Areas)					
Compaction Requirements (Landscape Areas)	At least 95% of Standard Proctor maximum dry density (provided long-term plans do not include a structure in these areas)				
Moisture Content - Cohesive Soils	Within the range of 1% below to 2% above the optimum moisture content (OMC) as determined by the Standard Proctor test at the time of placement and compaction				
Moisture Content - Granular Material <sup>2</sup>	Within workable moisture levels / ±2% of OMC				

- Engineered fill should be tested for moisture content and compaction during placement. Should the
  results of the in-place density tests indicate the specified moisture or compaction limits have not been
  met, the area represented by the test should be reworked and retested as required until the specified
  moisture and compaction requirements are achieved.
- Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

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# **Utility Trench Backfill**

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive soil to reduce the infiltration and conveyance of surface water through the trench backfill. Backfill placed in utility trenches below pavements should consist of well graded granular materials.

Utility trenches are a common source of water infiltration and migration. All utility trenches that penetrate beneath the foundation should be effectively sealed to restrict water intrusion and flow through the trenches that could migrate below the foundation with a clay plug. The plug material should consist of clay compacted at a water content at or above the soils optimum water content. The clay fill should be placed to completely surround the utility line and be compacted in accordance with recommendations in this report.

# **Grading and Drainage**

Effective site drainage is important both during construction and during the life of the foundations. Adequate drainage will be necessary to control and divert stormwater runoff away from the site. Final surrounding grades should be sloped away from the foundations to prevent ponding of water.

Excess materials generated during site grading, including soils unsuitable for use as engineered fill (i.e. high-plasticity material, topsoil, etc.), and may be placed as fill in non-structural landscape areas and in the construction of landscape berms. To the extent possible, these materials should be placed in accordance with the **Compaction Requirements**.

### **Earthwork Construction Considerations**

Although the exposed subgrade may be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. It is recommended that construction activities be performed during drier weather, if possible. Some subgrade instability should be anticipated if construction is planned during wet weather that may require undercutting and/or stabilization. The use of light construction equipment would aid in reducing subgrade disturbance. Should unstable subgrade conditions develop, stabilization measures will need to be implemented.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated,

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or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to foundation construction.

As a minimum, all temporary excavations should be sloped or braced as required by OSHA guidelines to provide stability and safe working conditions, and to protect the integrity of adjacent structures. Temporary excavations will probably be required during grading operations and utility trenches. The grading contractor, by his contract, is usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards.

Construction site safety is the sole responsibility of the contractor who controls the means, methods and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean that Terracon is assuming any responsibility for construction site safety or the contractor's activities.

The geotechnical engineer should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction.

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### **FOUNDATIONS**

# **Mat Foundation Design Parameters**

Parameter	Mat
Maximum net allowable bearing pressure on existing soils <sup>1</sup>	2,500 psf
Minimum foundation plan dimensions	24 inches
Required bearing stratum <sup>2</sup>	Engineered fill or lean concrete extending to at least stiff clay/rock
Ultimate coefficient of sliding friction	0.30
Ultimate passive pressure <sup>3</sup>	350 psf (below 3 feet)
Minimum embedment below finished grade for frost protection <sup>4</sup>	24 inches (42 inches if bearing on fat clay)
Est. total settlement from structural loads 5	< 1 inch

- 1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. An appropriate factor of safety has been applied. These recommendations are applicable from 2 to 6 feet, approximately.
- Unsuitable or soft soils should be undercut, and the footings should be deepened to bear on the competent bearing stratum or could bear on lean concrete extending from the foundation base to competent bearing stratum.
- 3. The sides of the excavation for the spread footing foundation must be nearly vertical and the concrete should be placed neat against these vertical faces for the passive earth pressure value to be valid. If the loaded side is sloped or benched, and then backfilled, the allowable passive pressure will be significantly reduced. Passive resistance in the upper 3 feet of the subsurface profile should be neglected.
- 4. For perimeter footing and footings beneath unheated areas. Also to reduce the effects of seasonal moisture variations in the subgrade soils. Any footings bearing on fat clay at minimum depths should be deepened to extend at least 42 inches below finished exterior grade (18 inches below the foundation bearing elevation) for additional protection against seasonal shrink/swell.
- 5. The foundation settlement will depend upon embedment depth of the footings, the quality of the earthwork operations, and conformance with soil improvement methods recommended in this report. The estimated settlements are based on recommended allowable bearing pressures, long-term settlement will depend on the quality and uniformity of the engineered fill placement.

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# Design/Analysis Parameters for Deep Foundations

Based on the results of the test boring data and laboratory testing, we have developed the following drilled pier design parameters:

Approximate Depth (feet) 1	Allowable Skin Friction (psf)	Allowable End Bearing Capacity (psf)	Undrained Shear Strength, c (psf)	Unit Weight (pcf)	Strain ε <sub>50</sub>	Lateral Subgrade Modulus, k (pci)	Model
0 – 32	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore	Ignore
Fat clay with sandstone layers 3 – 11.5	400	-	1,250	115	0.008	100	Stiff Clay w/o water
Weathered shale with sandstone and limestone 11.5 – 20.5	600		3,000	125	0.005	200	Stiff Clay w/o wate
Moderately weathered shale 20.5-39.5	1000	10,000	5,000	135	k <sub>rm</sub> =0.001	480	Weak Rock (RQD=20

The above indicated cohesion, friction angle, lateral subgrade modulus and strain values have no factors of safety, and the allowable skin friction bearing capacity and the passive resistances have a factor of safety of at least 2. The cohesion, internal friction angle, lateral subgrade modulus and strain values given in the above table are based on our boring, published values and our past experience with similar soil and rock types. These values should, therefore, be considered approximate. To mobilize the higher rock strength parameters, the pier should be socketed at least 2 feet into the bearing stratum. The allowable end bearing pressure provided in the table has an approximate factor of safety of at least 3. If the drilled pier is designed using the above parameters and bear within the siltstone bedrock, settlement is anticipated to be about ½ inch or less.

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# **Deep Foundation Construction Considerations**

Difficult drilling conditions may be encountered in the shaft excavations due to layers of limestone and sandstone layers encountered at the boring location. The contractor should be prepared to penetrate bedrock with sandstone and limestone layers. The bottom of the excavation should be inspected carefully by a qualified geotechnical engineer or representative.

Drilled piers should be designed with a minimum shaft diameter of 30 inches to facilitate clean out and inspection of the bedrock surface from the ground. The pier should be tipped at least 2 feet below the top of the bearing strata. If groundwater seepage is encountered, water should be removed from each pier hole prior to concrete placement. Care should be taken so that the sides and bottom of the excavations are not disturbed during construction. The contractor should have temporary casing and pumping equipment available onsite during construction of the drilled pier.

Based on compressive strength and rock quality data, we expect that advancement of piers to minimum embedment in rock could be achieved by a rock auger equipped with self-rotating cutter bits or by rock coring. However, advancement method may vary between contractors depending on experience and their evaluation of penetration rates for the site conditions.

The bottom of the shaft should be free of loose soil or debris prior to reinforcing steel and concrete placement. It is recommended that the specifications state that reinforcing steel and pier concrete be placed the same day as the shaft is drilled. No completed shaft excavation should be allowed to remain open overnight. It is suitable, however, for the contractor to excavate a portion of the drilled shaft and then complete the shaft excavation the next day.

If pier concrete cannot be placed in dry conditions, a tremie should be used for concrete placement. Free-fall concrete placement in piers will only be acceptable if provisions are taken to avoid striking the concrete on the sides of the hole or reinforcing steel. The use of a bottom-dump hopper or tremie discharging near the bottom of the hole where concrete segregation will be minimized, is recommended. Due to potential sloughing and raveling, foundation concrete quantities may exceed calculated geometric volumes.

Adequate performance of the drilled shaft foundations will be highly dependent on the contractor's installation techniques used to construct the foundation elements. At a minimum, the following inspection criteria should be incorporated as a requirement for construction of the drilled piers.

Bearing conditions of the drilled pier foundations should be evaluated by a qualified geotechnical engineer at the time of construction to confirm suitable end bearing on competent bedrock and to provide recommendations if unsuitable bearing materials are encountered. Entry of personnel into the drilled pier foundations is not required and is strongly discouraged for this project. The evaluation of the piers should include the following:

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- Contractor should advance a test hole with an air track drill through the bedrock bearing surface to a depth of at least two times the pier diameter to check for discontinuities in the bedrock that may require additional rock removal.
- The number of test holes at each pier location would be determined by the geotechnical engineer's representative based on the field test results.
- Significant discontinuous rock layers may require additional rock removal as directed by the engineer's representative.
- Visual evaluation of the exposed bearing surface should be performed by the engineer's representative to confirm that the base is free from loose material, soil, water or other unsuitable materials. Visual inspection to determine the suitability of the shaft bottom using either a flashlight or reflected light with a mirror may be conducted from the ground surface.

# **Equipment Building Foundation Design Parameters**

Parameter	Column	Wall	
Maximum net allowable bearing pressure on existing soils <sup>1</sup>	2,500 psf	2,000 psf	
Minimum foundation plan dimensions	24 inches	18 inches	
Required bearing stratum <sup>2</sup>	Engineered fill or lean concrete extending to at lea stiff clay/rock		
Ultimate coefficient of sliding friction	0.30		
Ultimate passive pressure <sup>3</sup>	350 psf (below 3 feet)		
Minimum embedment below finished grade for	e for 24 inches		
frost protection 4	(42 inches if bearing on fat clay)		
Est. total settlement from structural loads <sup>5</sup>	< 1 inch		
Estimated differential settlement 5	< 3/4 inch		

- The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. An appropriate factor of safety has been applied.
- Unsuitable or soft soils should be undercut, and the footings should be deepened to bear on the competent bearing stratum or could bear on lean concrete extending from the foundation base to competent bearing stratum.
- 3. The sides of the excavation for the spread footing foundation must be nearly vertical and the concrete should be placed neat against these vertical faces for the passive earth pressure value to be valid. If the loaded side is sloped or benched, and then backfilled, the allowable passive pressure will be significantly reduced. Passive resistance in the upper 3 feet of the subsurface profile should be neglected.

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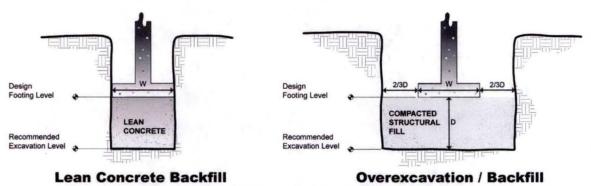


- 4. For perimeter footing and footings beneath unheated areas. Also to reduce the effects of seasonal moisture variations in the subgrade soils. Any footings bearing on fat clay at minimum depths should be deepened to extend at least 42 inches below finished exterior grade (18 inches below the foundation bearing elevation) for additional protection against seasonal shrink/swell.
- 5. The foundation settlement will depend upon embedment depth of the footings, the quality of the earthwork operations, and conformance with soil improvement methods recommended in this report. The estimated settlements are based on recommended allowable bearing pressures, long-term settlement will depend on the quality and uniformity of the engineered fill placement.

# Considerations for Tower and Equipment Shelter Foundation

The base of all foundation excavations should be free of water and loose soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Should the soils at bearing level become excessively dry, disturbed or saturated, or frozen, the affected soil should be removed prior to placing concrete. Place a lean concrete mud-mat over the bearing soils if the excavations must remain open over night or for an extended period of time. It is recommended that the geotechnical engineer be retained to observe and test the soil foundation bearing materials.

If unsuitable bearing soils are encountered in footing excavations, the excavations should be extended deeper to suitable soils and the footings could bear directly on these soils at the lower level or on lean concrete backfill (minimum of 500 psi) placed in the excavations. The footings could also bear on properly compacted lean clay backfill extending down to the suitable soils. Overexcavation for compacted lean clay backfill placement below footings should extend laterally beyond all edges of the footings at least 8 inches per foot of overexcavation depth below footing base elevation. The overexcavation should then be backfilled up to the footing base elevation with engineered fill as described in the **Compaction Requirements** section placed in lifts of 8 inches or less in loose thickness and compacted to at least 98 percent of the material's maximum dry density as defined by the Standard Proctor (ASTM D 698). The overexcavation and backfill procedure is illustrated in the following figures for lean concrete or lean clay structural fill.



NOTE: Excavations in sketches shown vertical for convenience. Excavations should be sloped as necessary for safety.

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### FLOOR SLABS

# **Design Parameters**

Item	Description						
Floor slab support	Lean natural clay soils or engineered fill.1						
Modulus of subgrade reaction	100 pounds per square inch per in (psi/in) for point loading conditions						
Aggregate base course/capillary break <sup>2</sup>	Minimum 4 inches of free draining granular material						
Vapor Barrier	Project Specific <sup>3</sup>						
Structural considerations	Floor slabs should be structurally independent of building <sup>4</sup>						

- 1. In-situ high plasticity clays encountered in our borings are not suitable for floor slab support. These should be undercut and replace with 2 feet of low volume change material.
- 2. The floor slab design should include a capillary break, comprised of free-draining, compacted, granular material, at least 4 inches thick. Free-draining granular material should have less than 5 percent fines (material passing the #200 sieve).
- 3. The use of a vapor retarder should be considered beneath concrete slabs on grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.
- 4. Floor slabs should be structurally independent of any building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation. Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates that any differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks that occur beyond the length of the structural dowels. The structural engineer should account for this potential differential settlement through use of sufficient control joints, appropriate reinforcing or other means.

### Floor Slab Construction Considerations

Prior to construction of grade supported slabs, varying levels of remediation may be required to reestablish stable subgrades within slab areas due to construction traffic, rainfall, disturbance, desiccation, etc. As a minimum, the following measures are recommended.

 Confirm that interior trench backfill placed beneath slabs is compacted in accordance with recommendations outlined in the <u>Site Preparation</u> section of this report.

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All floor slab subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the stone base and concrete.

# Floor Slab Subgrade Preparation

To reduce the swell potential to a relatively small amount, less than about 1 inch, at least the upper 2 feet of subgrade soils below the floor slab (excluding any granular leveling course) should be Low Volume Change (LVC) material. High plasticity soils encountered in our borings at the floor slab bearing elevation should be undercut and replaced with 2 feet of Low Volume Change Material (LVC). Terracon should evaluate the material within 2 feet of the floor slab subgrade just prior to placement of any additional fill

On most project sites, the site grading is generally accomplished early in the construction phase. However as construction proceeds, the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, the floor slab subgrade may not be suitable for placement of aggregate base and concrete and corrective action will be required. Additional protection, stabilization measures may be necessary and requires specific field evaluation. We recommend floor subgrades be maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become desiccated prior to construction of floor slabs, the affected material should be removed or the materials scarified, moistened, and recompacted. Upon completion of grading operations in the building areas, care should be taken to maintain the recommended subgrade moisture content and density prior to construction of the equipment building floor slabs.

We recommend the area underlying the floor slab be rough graded and then thoroughly proofrolled with a loaded tandem-axle dump truck prior to final grading and placement of aggregate base. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas where backfilled trenches are located. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted fill. All floor slab subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the aggregate base and concrete.

Proposed Mooleyville Tower ■ Mooleyville, Kentucky March 7, 2017 ■ Terracon Project 57175000



### **GENERAL COMMENTS**

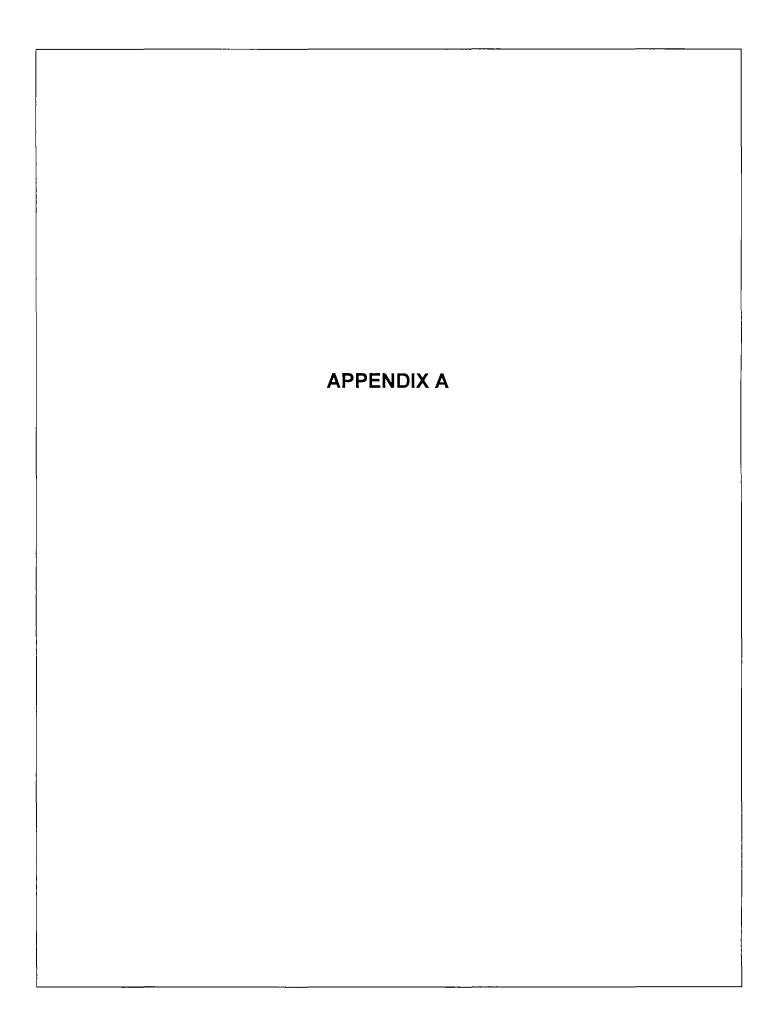
Our work is conducted with the understanding of the project as described, and will incorporate collaboration with the design team prior to completing our services. Terracon has requested verification of all stated assumptions. Revision of our understanding to reflect actual conditions important to our work will be based on these verifications and will be reflected in the final report. The design team should collaborate with Terracon to confirm these assumptions. The design team should also collaborate with Terracon to prepare the final design plans and specifications. This facilitates the incorporation of our opinions related to implementation of our geotechnical recommendations.

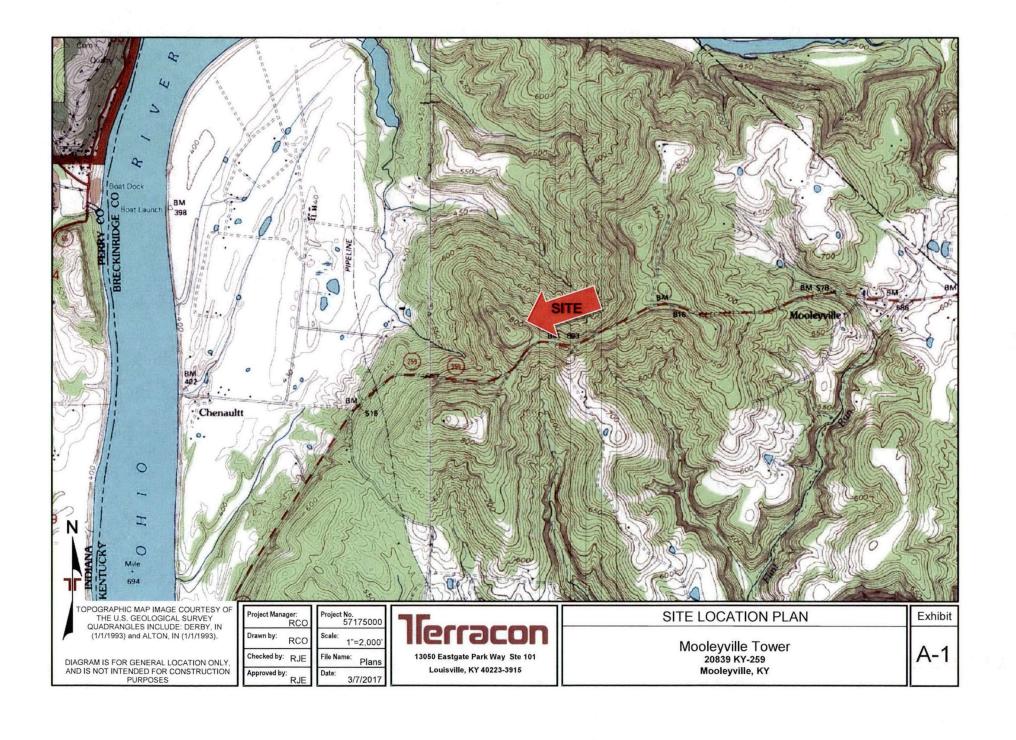
Our analysis and opinions are based upon our understanding of the geotechnical conditions in the area, the data obtained from the site exploration performed and from our understanding of the project. Variations will occur between exploration point locations, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. So, Terracon should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our scope of services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for that specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. In the event that changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.







		BORING LC	OG N	0.	B-	1			F	age	1 of 1
PR	PROJECT: Mooleyville Tower		CLIENT: Bluegrass Cellular Elizabethtown, Kentucky								
SIT	E: 20839 KY-259 Mooleyville, Kentucky										
GRAPHIC LOG	LOCATION See Exhibit A-2  Latitude: 38.020247° Longitude: -86.494428°		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	ROCK CORE UNIAXIAL STRENGTH (psi)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	ATTERBERG LIMITS
	DEPTH 0.5 <b>TOPSOIL</b>		DEF	WATE	SAME	RECO	FIEL	ROC	COMP	CON	LL-PL-PI
7////	LEAN CLAY (CL), with sand, brown		-								
	2.0				X	10	2-50/5"				46-20-26
	2.3 FAT CLAY (CH), with sand, brown			1							19 2 3%
	SEDIMENTARY BEDROCK - SANDSTONE, y light brown, medium-grained, unweathered - transition to light gray 4.5 - with a large root from 4 to 4.5 ft	rellowish brown to	-			36	RQD = 28%			ava atom	73-22-51
	FAT CLAY (CH), gray, with weathered shale a fragments (completely weathered shale)	and sandstone	5-			5 8	5				
			-			43	RQD = 0%		2360	14	
			10-								
COGNO WELL STORM MODEL WITH LOOK	11.3  SEDIMENTARY BEDROCK - SANDSTONE, y light brown, medium-grained, unweathered	rellowish brown to	-			51	RQD = 36%	2540		,	
2007	- vertical fracture from 13 to 13.7 ft  14.3 - weathered shale from 13.7 to 13.8 ft  SEDIMENTARY BEDROCK - SHALE, gray, hi	iahly waath and	_								
	- completely weathered from 14.5 to 14.7 ft - completely weathered from 15.5 to 15.6 ft	ignly weathered	15-								
A CORO	- completely weathered from 16.4 to 17.2 ft  SEDIMENTARY BEDROCK - SANDSTONE, y  18.2 light gray, fine-grained, unweathered		_			57	7 RQD = 75%		4490	17	
	<u>SEDIMENTARY BEDROCK - LIMESTONE</u> , sh fine-grained, unweathered 19.5	naley, gray,			Ш						
Advant Holl	Boring Terminated at 19.5 Feet										
T AVA	Stratification lines are approximate. In-situ, the transition ma	ay be gradual.				Ha	mmer Type: Automa	atic		•	
Advan Holi	cement Method: ow Stem Auger	See Exhibit A-3 for descri procedures. See Appendix B for descr procedures and additiona See Appendix C for expla	ription of la	borato		Not	es:				
Aband	onment Method: er Cuttings	abbreviations.	auon or s	,bols	o and						
NO LI	WATER LEVEL OBSERVATIONS	75				Borin	Boring Started: 2/3/2017 Boring Completed: 2/3			2/3/2017	
200	No free water observed					Drill	Drill Rig: Trailer			rouche	
2		13050 Eastgate Pa Louisvill		e 101		Proje	ect No.: 57175000	E	xhibit:	A-3	

	BORING LOG NO. B-1A Page 1 of 1											
PR	PROJECT: Mooleyville Tower			CLIENT: Bluegrass Cellular Elizabethtown, Kentucky								
SI	TE:	20839 KY-259 Mooleyville, Kentucky						nom, noma	y			
GRAPHIC LOG		N See Exhibit A-2 .020247° Longitude: -86.494428°		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	ROCK CORE UNIAXIAL STRENGTH (psi)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	ATTERBERG LIMITS
57/75000 MOOLEYVILLE LOGS,GPJ TERRACON2015,GDT 3/7/17	19.5 20.5 <b>SEDI</b> fine-ç	MENTARY BEDROCK - LIMESTONE, signained, unweathered MENTARY BEDROCK - SHALE, gray, neered	haley, gray,	10- 15- 20- 25-			60	RQD = 20%				
EPORT, GEO SMART LOG-NO WELL	- tran	sition to brown sition to gray htly weathered		30-			60	RQD = 50%  RQD = 17%  RQD = 95%		29280	8	
ROM ORIGINAL R	39.5 <b>Bori</b> i	ng Terminated at 39.5 Feet		-			60	KQD - 95%				
ARATED F	Stratification	on lines are approximate. In-situ, the transition ma	ay be gradual.				H	ammer Type: Automa	atic			
Hol Aband	Advancement Method: Hollow Stem Auger See Exhibit A-3 for desc procedures. See Appendix B for desc procedures and addition Abandonment Method: Auger Cuttings See Appendix C for expl abbreviations.		cription of la	aborato		Во	otes: ring performed in the	same hole	that was d	rilled on	2/3/2017.	
SING FC		R LEVEL OBSERVATIONS vater observed	75				Bori	ng Started: 2/9/2017	В	oring Comp	oleted: 2	2/9/2017
S BOR	1100			DC Cark Way S			Drill	Rig: Track	D	riller: S. Ar	derson	
Ĭ	13050 Eastgate P Louisvi			te 101		Proj	ect No.: 57175000	E	xhibit:	A-4		





PHOTO #1 - Rock Core sample at B-1 from 2 to 10 feet below existing grade



PHOTO #2 - Rock Core sample at B-1 from 10 to 19.5 feet below existing grade

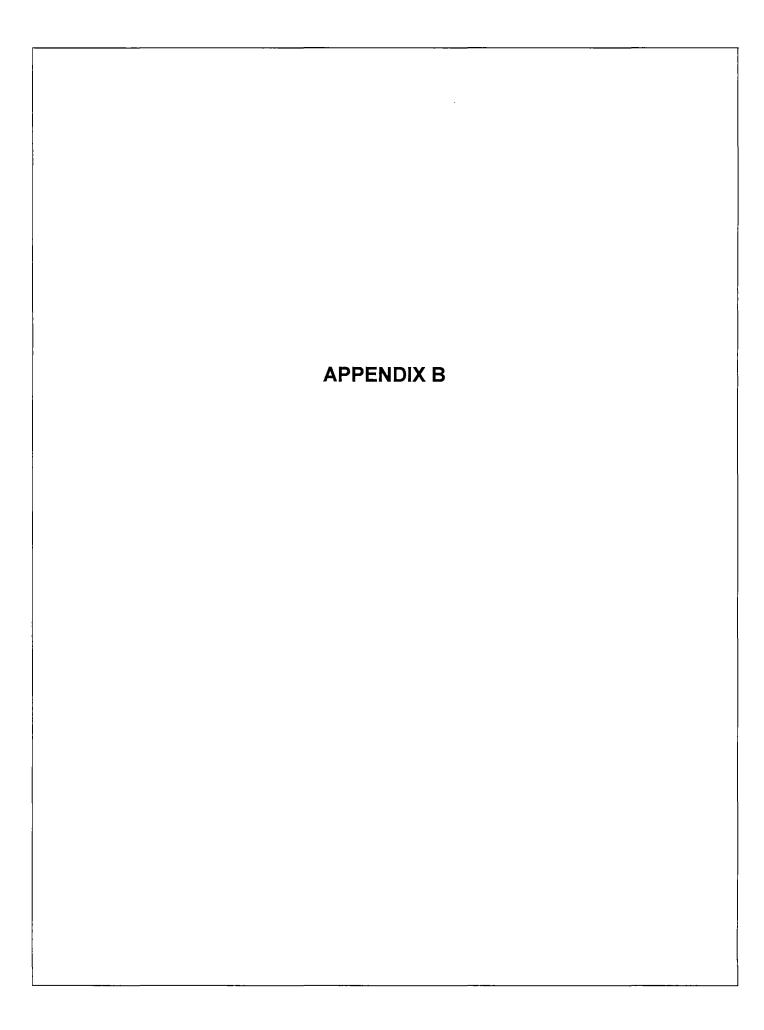




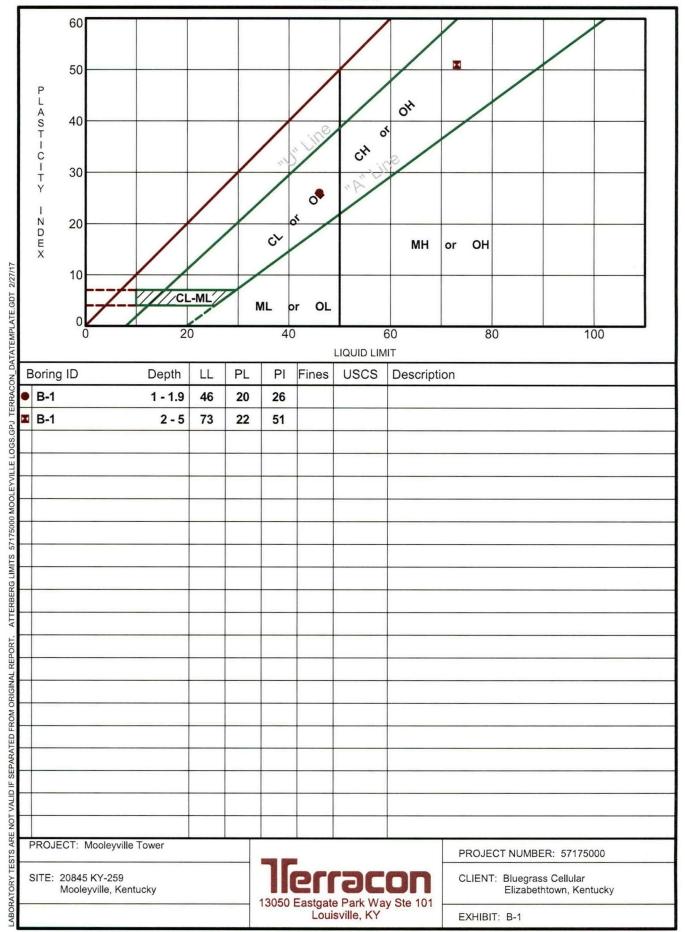
PHOTO #3 – Rock Core sample at B-1A from 19.5 to 29.5 feet below existing grade



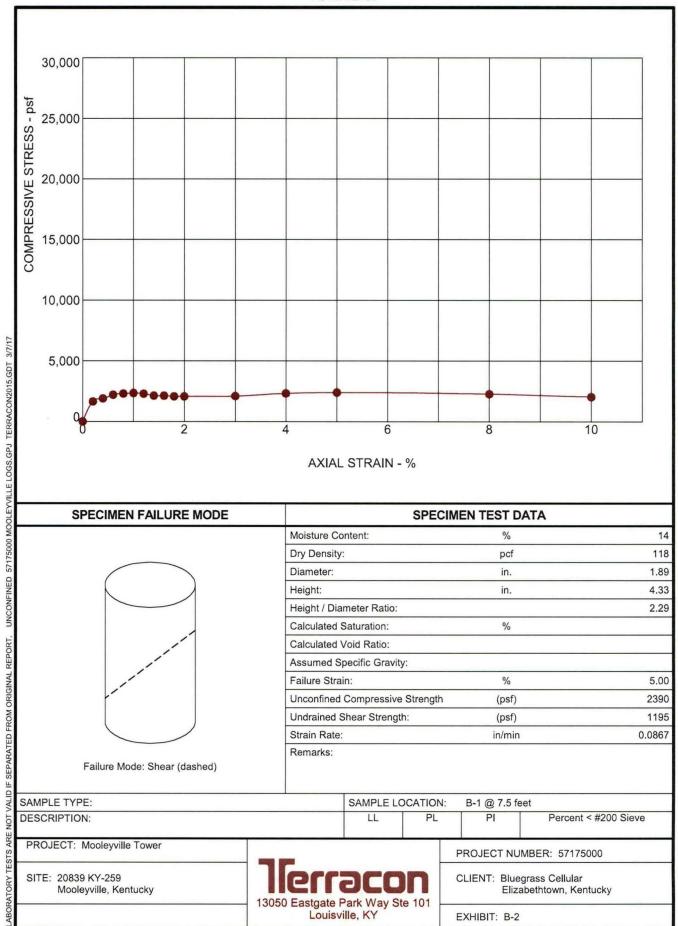
PHOTO #4 – Rock Core sample at B-1A from 29.5 to 39.5 feet below existing grade



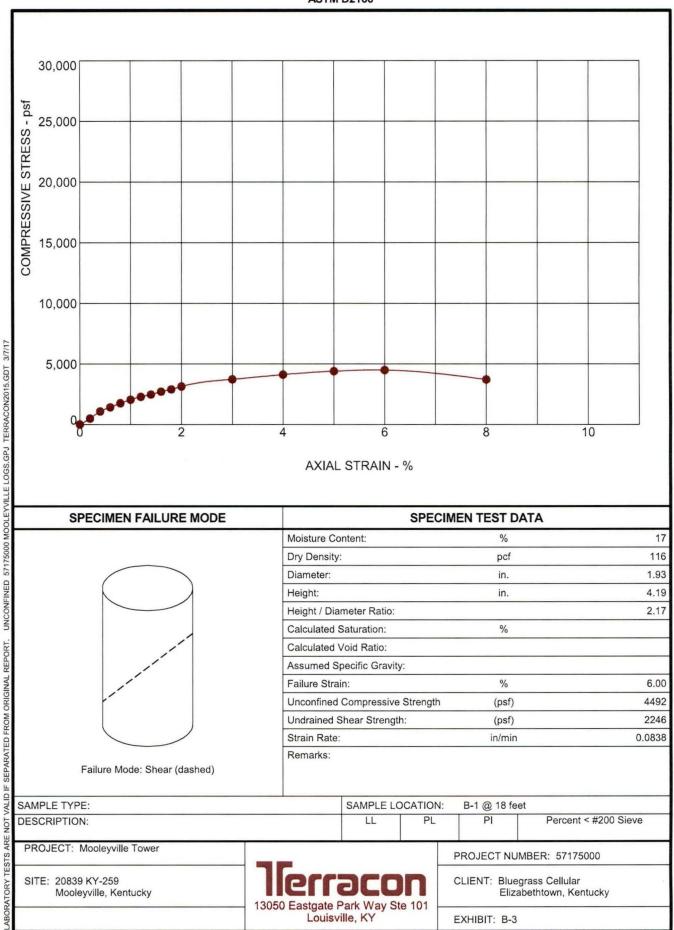
# ATTERBERG LIMITS RESULTS



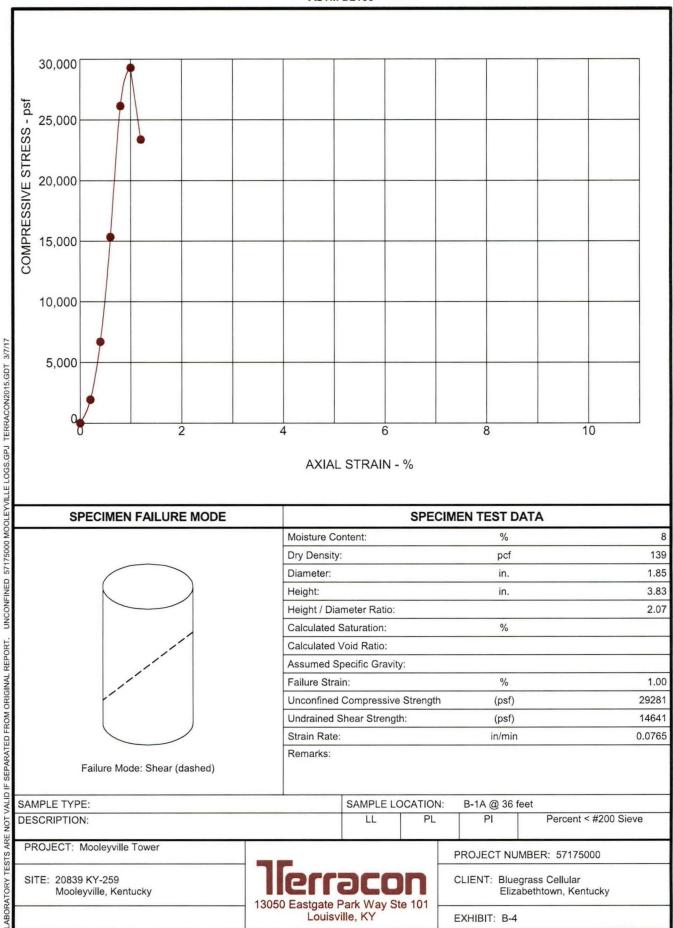
# **UNCONFINED COMPRESSION TEST**

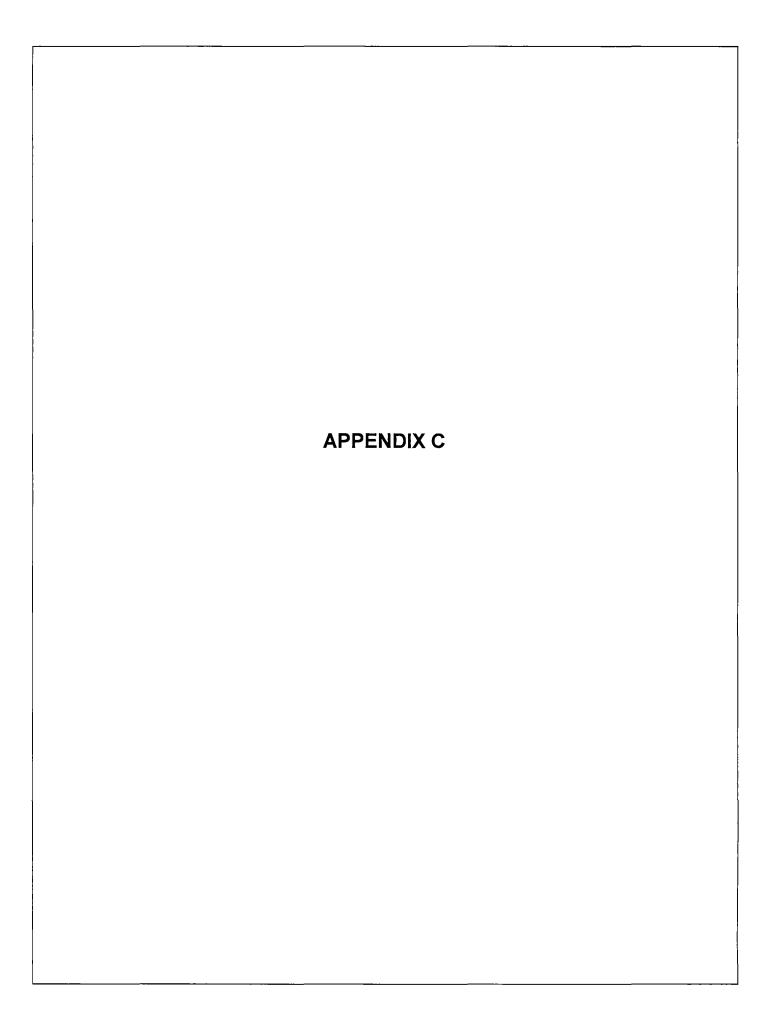


# **UNCONFINED COMPRESSION TEST**



# **UNCONFINED COMPRESSION TEST**





### **GENERAL NOTES**

#### **DRILLING & SAMPLING SYMBOLS:**

SS:	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube - 2" O.D., 3" O.D., unless otherwise noted	PA:	Power Auger (Solid Stem)
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

#### WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	BCR:	Before Casing Removal
WCI:	Wet Cave in	WD:	While Drilling	ACR:	After Casing Removal
DCI:	Dry Cave in	AB:	After Boring	N/E:	Not Encountered

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

**DESCRIPTIVE SOIL CLASSIFICATION:** Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS			RELATIVE DENSITY OF COARSE-GRAINED SOILS		
Unconfined	Standard Penetration		Standard Penetration		
Compressive	or N-value (SS)	Consistency	or N-value (SS)	Relative Density	
Strength, Qu, psf	Blows/Ft.		Blows/Ft.		
< 500	>2	Very Soft	0-3	Very Loose	
500 - 1,000	2 - 3	Soft	4-9	Loose	
1,000 - 2,000	4 - 6	Medium Stiff	10 – 29	Medium Dense	
2,000 - 4,000	7 - 12	Stiff	30 – 50	Dense	
4,000 - 8,000	13 - 26	Very Stiff	> 50	Very Dense	
8.000+	> 26	Hard			

#### RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight	Major Component of Sample	Particle Size
Trace	< 15	Boulders	Over 12 in. (300mm)
With	15 – 29	Cobbles	12 in. to 3 in. (300mm to 75mm)
Modifier	≥ 30	Gravel	3 in. to #4 sieve (75mm to 4.75mm)
		Sand	#4 to #200 sieve (4.75 to 0.075mm)
		Silt or Clay	Passing #200 Sieve (0.075mm)

**GRAIN SIZE TERMINOLOGY** 

PLASTICITY DESCRIPTION

### RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight	<u>Term</u>	Plasticity Index
Trace	< 5	Non-plastic	0
With	5 – 12	Low	1-10
Modifier	> 12	Medium	11-30
		High	> 30



### UNIFIED SOIL CLASSIFICATION SYSTEM

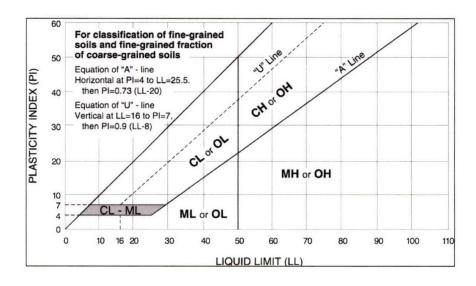
					The same	Soil Classification	
Criteria for Assign	ning Group Symbols	s and Group Names	s Using Laboratory 1	Tests A	Group Symbol	Group Name <sup>B</sup>	
	Gravels:	Clean Gravels:	$Cu \ge 4$ and $1 \le Cc \le 3^E$		GW	Well-graded gravel F	
More than 50% of	Less than 5% fines <sup>c</sup> Cu < 4 and/or 1 > Cc > 3 <sup>E</sup>			GP	Poorly graded gravel F		
	coarse fraction retained on	Gravels with Fines:	Fines classify as ML or M	Н	GM	Silty gravel F,G, H	
Coarse Grained Soils:	No. 4 sieve	More than 12% fines <sup>C</sup>	Fines classify as CL or Ch	Н	GC	Clayey gravel F,G,H	
More than 50% retained on No. 200 sieve	Sands:	Clean Sands:	$Cu \ge 6$ and $1 \le Cc \le 3^E$		SW	Well-graded sand	
50% or more of coarse	Less than 5% fines D	Cu < 6 and/or 1 > Cc > 3 <sup>E</sup>		SP	Poorly graded sand		
	fraction passes	fraction passes	raction passes Sands with Fines: Fines classify as ML or MH	Н	SM	Silty sand G,H,I	
	No. 4 sieve	More than 12% fines D	Fines Classify as CL or CH		SC	Clayey sand G,H,I	
			Inaversity	PI > 7 and plots on or abo	ve "A" line J	CL	Lean clay K,L,M
	Silts and Clays:	Silts and Clays:		PI < 4 or plots below "A" line J		Silt K,L,M	
	Liquid limit less than 50	Ormania	Liquid limit - oven dried	0.75	01	Organic clay K,L,M,N	
Fine-Grained Soils:		Organic:	Liquid limit - not dried	< 0.75	< 0.75 OL	Organic silt K,L,M,O	
50% or more passes the No. 200 sieve		Incurrentes	PI plots on or above "A" li	ne	СН	Fat clay K,L,M	
	Silts and Clays:	Inorganic:	PI plots below "A" line		MH	Elastic Silt K,L,M	
	Liquid limit 50 or more	0	Liquid limit - oven dried	. 0.75	ОН	Organic clay K,L,M,P	
	Organic:	Liquid limit - not dried	< 0.75	OH	Organic silt K,L,M,Q		
Highly organic soils:	Primaril	y organic matter, dark in	color, and organic odor		PT	Peat	

- A Based on the material passing the 3-in. (75-mm) sieve
- B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

E 
$$Cu = D_{60}/D_{10}$$
  $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ 

- $^{\text{F}}$  If soil contains  $\geq$  15% sand, add "with sand" to group name.
- If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- If fines are organic, add "with organic fines" to group name.
- If soil contains ≥ 15% gravel, add "with gravel" to group name.
- If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- $^{\text{L}}$  If soil contains  $\geq$  30% plus No. 200 predominantly sand, add "sandy" to group name.
- $^{\rm M}$  If soil contains  $\geq$  30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- <sup>N</sup>  $PI \ge 4$  and plots on or above "A" line.
- O PI < 4 or plots below "A" line.</p>
- P PI plots on or above "A" line.
- PI plots below "A" line.





#### **GENERAL NOTES**

#### **Description of Rock Properties**

#### WEATHERING

Fresh Rock fresh, crystals bright, few joints may show slight staining. Rock rings under hammer if crystalline.

Very slight Rock generally fresh, joints stained, some joints may show thin clay coatings, crystals in broken face show

bright. Rock rings under hammer if crystalline.

Slight Rock generally fresh, joints stained, and discoloration extends into rock up to 1 in. Joints may contain clay. In granitoid rocks

some occasional feldspar crystals are dull and discolored. Crystalline rocks ring under hammer.

Moderate Significant portions of rock show discoloration and weathering effects. In granitoid rocks, most feldspars are dull

and discolored; some show dayey. Rock has dull sound under hammer and shows significant loss of strength as

compared with fresh rock.

Moderately severe All rock except quartz discolored or stained. In granitoid rocks, all feldspars dull and discolored and majority

show kaolinization. Rock shows severe loss of strength and can be excavated with geologist's pick.

Severe All rock except quartz discolored or stained. Rock "fabric" clear and evident, but reduced in strength to strong

soil. In granitoid rocks, all feldspars kaolinized to some extent. Some fragments of strong rock usually left.

Very severe All rock except quartz discolored or stained. Rock "fabric" discernible, but mass effectively reduced to "soil" with

only fragments of strong rock remaining.

Complete Rock reduced to "soil". Rock "fabric" not discernible or discernible only in small, scattered locations. Quartz may

be present as dikes or stringers.

#### HARDNESS (for engineering description of rock - not to be confused with Moh's scale for minerals)

Very hard Cannot be scratched with knife or sharp pick. Breaking of hand specimens requires several hard blows of

geologist's pick.

Hard Can be scratched with knife or pick only with difficulty. Hard blow of hammer required to detach hand specimen.

Moderately hard Can be scratched with knife or pick. Gouges or grooves to ¼ in. deep can be excavated by hard blow of point of

a geologist's pick. Hand specimens can be detached by moderate blow.

Medium Can be grooved or gouged 1/16 in. deep by firm pressure on knife or pick point. Can be excavated in small chips

to pieces about 1-in. maximum size by hard blows of the point of a geologist's pick.

Soft Can be gouged or grooved readily with knife or pick point. Can be excavated in chips to pieces several inches in

size by moderate blows of a pick point. Small thin pieces can be broken by finger pressure.

Very soft Can be carved with knife. Can be excavated readily with point of pick. Pieces 1-in. or more in thickness can be

broken with finger pressure. Can be scratched readily by fingernail.

Joint, Bedding and Foliation Spacing in Rocka

Spacing	Joints	Bedding/Foliation
Less than 2 in.	Very close	Very thin
2 in. – 1 ft.	Close	Thin
1 ft. – 3 ft.	Moderately close	Medium
3 ft 10 ft.	Wide	Thick
More than 10 ft.	Very wide	Very thick
Rock Quality Designator (RQD)b	Joint Openness Descriptors	

# RQD, as a percentage Diagnostic description Openness

rigo, as a perce	Diagnostic description	Operiness	Descriptor	
Exceeding 90	Excellent	No Visible Separation	Tight	
90 - 75	Good	Less than 1/32 in.	Slightly Open	
75 - 50	Fair	1/32 to 1/8 in.	Moderately Open	
50 - 25	Poor	1/8 to 3/8 in.	Open	
Less than 25	Very poor	3/8 in. to 0.1 ft.	Moderately Wide	
		Greater than 0.1 ft.	Wide	

a. Spacing refers to the distance normal to the planes, of the described feature, which are parallel to each other or nearly so.

b. RQD (given as a percentage) = length of core in pieces 4 in. and longer/length of run.

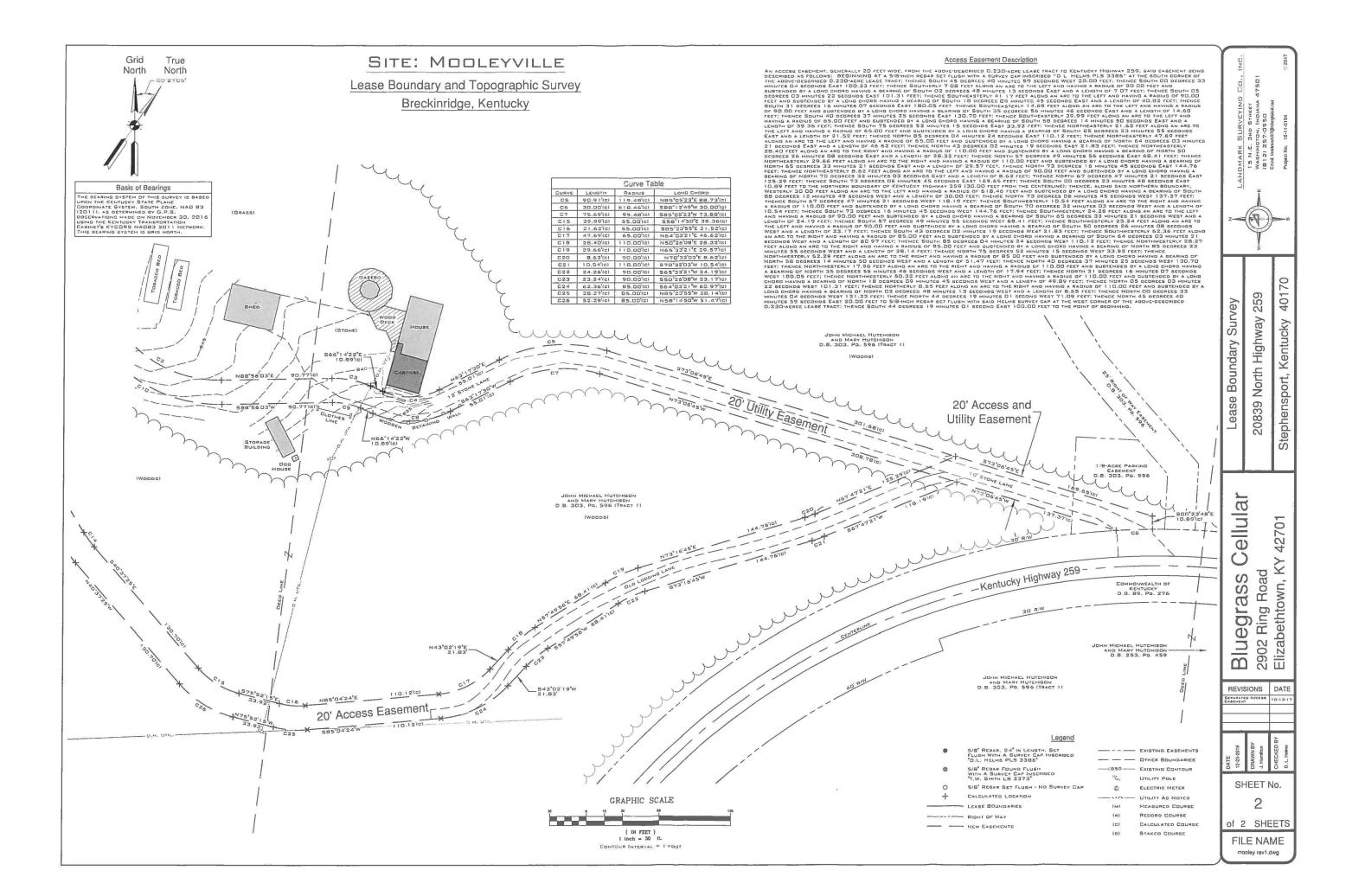
References: American Society of Civil Engineers. Manuals and Reports on Engineering Practice - No. 56. Subsurface Investigation for Design and

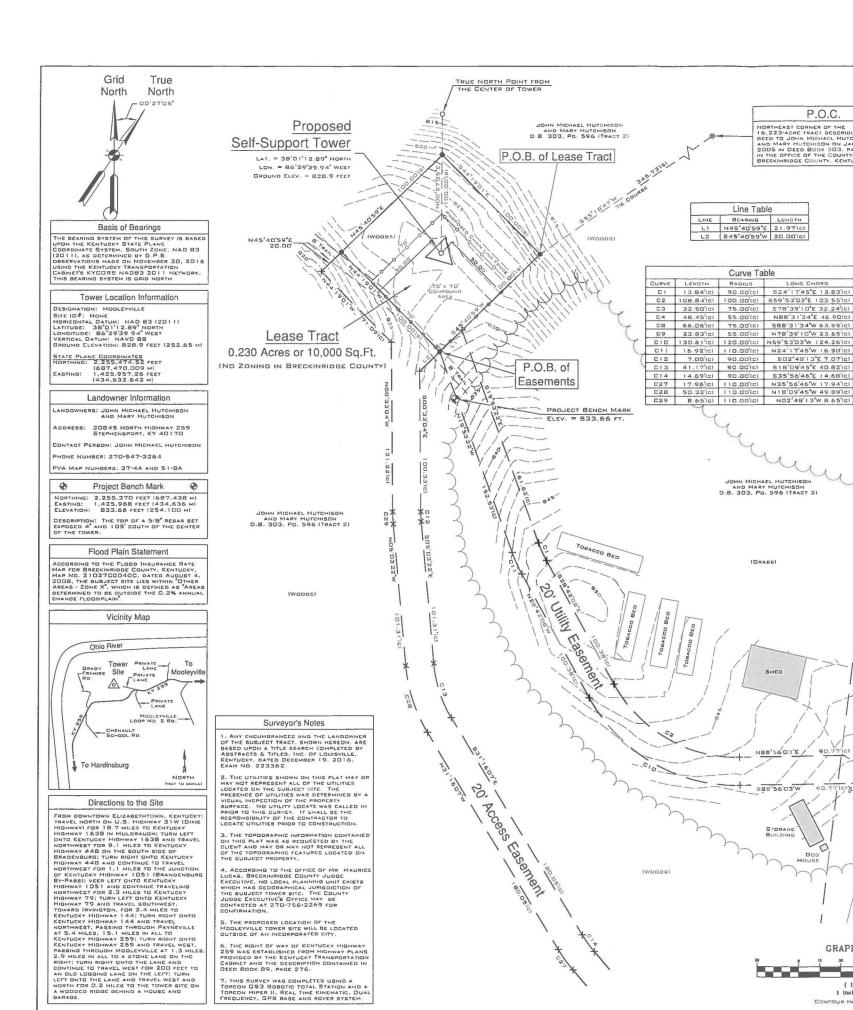
Construction of Foundations of Buildings. New York: American Society of Civil Engineers, 1976.

U.S. Department of the Interior, Bureau of Reclamation, Engineering Geology Field Manual.



Descriptor





6. THE RIGHT OF WAY OF KENTUCKY HIGHWAY 259 WAS ESTABLISHED FROM HIGHWAY PLANE PROVIDED BY THE KENTUCKY TRANSPORTATION CASINET AND THE DESCRIPTION CONTAINED IN DEED BOOK 89, PAGE 276.

7, THIS SURVEY WAS COMPLETED USING A TOPCON QS3 ROBOTIC TOTAL STATION AND A TOPCON HIPER II, REAL TIME KINEMATIC, QUAI FREQUENCY, GPS DASE AND ROVER SYSTEM.

### SITE: MODLEYVILLE

# Lease Boundary and Topographic Survey Breckinridge County, Kentucky

#### Lease Boundary Description

A TRACT OF LAND THAT IS LOCATED 3.0 MILES WEST OF THE INTERSECTION OF KENTUCKY HIGHWAY 144 TRHODCLIA ROAD! IN THE MODLEY-LILE COMMUNITY OF BRECKINFIDEC COUNTY, KENTUCKY, SAID TRACT BEING DESCRIBED AS FOLLOWS!

TRACT SEINS DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/B-INCH REDAR FOUND FLUSH WITH A SURVEY CAP INSCRIBED IT W. SMITH LS 2373" AT THE NORTHEAST CORNER OF THE 16.223-ACRET TRACT DESCRIBED IN DEED TO JOHN MICHAEL HUTCHISON AND MARRY HUTCHISON ON JANUARY 28, 2005 IN DEED BOOK 303, PAGE 596 IN THE DEFICE OF THE CONDITY CLERK OF BRECKININGE COUNTY, KCATUCKY, THENCE SOUTH 55 DEGREES 18 MINUTES 47 SECONDS WEST 345.73 FEST TOA 5/B-INCH REGARS TE FLUSH WITH A SURVEY DRAINSCRIBED TO.L. HELMS PLS 3386" (REFERRED TO AS A REGAR SET IN THE REMAINDER OF THIS DESCRIPTION). THENCE DEGREES IN SMITH A SURVEY THIS DESCRIPTION. THENCE DEGREES IN SMITH STANDARD TO THE SECOND WEST 10.00 FEST TO A REGAR SET FLUSH, THENCE NORTH 44 DEGREES 19 MINUTES D1 SECOND WEST 10.00 OF FEST TO A REGAR SET FLUSH, THENCE SOUTH 44 DEGREES 40 MINUTES 59 SECONDS EAST 100.00 FEST TO A REGAR SET FLUSH, THENCE SOUTH 44 DEGREES 45 MINUTES D1 SECOND SEAST 100.00 FEST TO THE POINT OF REGINNING AND CONTAINING 0.230 ACRES 110.000 SOURCE FEST), MORE OR LESS.

#### Utility Easement Description

Utility Easement Description

A UTILITY CASEMENT, GENERALLY 2D FEET WIGE, FROM THE ADDVE-DESCRIBED DISTORDARY LEAST TRACT TO KENTUREY HIGHWAY 259; SAID CASEMENT SEIND LEGENCE DESCRIBED AS FOLLOWS: BESIGNINING AT A 5/0-INCH REGAR SET FLUBS WITH A BURYEY CAP INSERTING. THE RESPONSE AND ASSOCIATION OF THE ADDVE-DESCRIBED DISTORDARY CAPELLARS TRACT: THE HIGH SILE STATE THE SOUTH CORNER OF THE ABDVE-DESCRIBED DISTORDARY CAPELLARS TRACT: THE HIGH, ALDRING THE SOUTH ABTERN BUNDARY OF THE ABDVE-DESCRIBED DISTORDARY CAPELLARS TRACT: THE HIGH, ALDRING THE SOUTH 19 CERTEETS SI MINUTES 22 SECONDS CAST 16 16 22 FEET; THENCE SOUTH 19 CERTEETS AND AND SUBTENDED BY A LONG CHORD HAVING A RADIUS OF 90 COP CET THENCE SOUTH 19 CERTEETS THENCE SOUTH 2B DESCRIBE AS MINUTES OF SERVICE AND A LENGTH OF 13.83 FEET; THENCE SOUTH 2B DESCRIBE AS MINUTES AND A LENGTH OF 13.83 FEET; THENCE SOUTH 2B DESCRIBE AS MINUTES AND A LENGTH OF 13.83 FEET; THENCE SOUTH 2B DESCRIBE AS MINUTES BY A LONG CHORD HAVING A RADIUS OF 50 CUT AD SUBTENDED BY A LONG CHORD HAVING A RADIUS OF 10.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEAR OF THE SERVICE AS MINUTES BY A LONG CHORD HAVING A BEAR OF SOUTH 2B DESCRIBE AS MINUTES BY A LONG CHORD HAVING A BEAR OF SOUTH 2B DESCRIBE SET MINUTES AS MINUTES BY A LONG CHORD HAVING A BEAR OF SOUTH SET OF

JOHN MICHAEL HUTCHISON AND MARY HUTCHISON D.B. 303, Pg. 596 (TRACT 1)

N66'14'22'W

566'14'22'E

GRAPHIC SCALE

( IN FEET )

1 inch = 30 ft

### Surveyor's Certification

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN COMPILED FROM A BURVEY MADE UPON THE GROUND UNDER MY DIRECT BUPERVISION ON DECEMBER 6, 2016 AND SEPTEMBER 29, 2017 BY THE METHOD OF REAL TIME KINEMATIC GPS SUBVEY AND TRAVERSING WITH A ROBOTIC TOTAL STATION. THE BELATIVE POSITIONAL ACCURACY OF ANY POINT ON THIS SURVEY IS COTTER THAN 2 0.10 FEET 1 200 PPM. THIS PLAT REPRESENTS A RUBBLE BOUNDARY SURVEY AND COMPILES WITH THE REQUIREMENTS OF 201 KAR 18:150.

Daven L. Helma	STATE OF EMILLION
ARREN L. HELMS, P.L.S. 3386	3 1 cm da
CTOBER 12, 2017	LAND SURVEYOR
ATE	DATE OF THE PARTY OF THE

	Legend		
)	5/8" REBAR, 24" IN LENGTH, SET		EXISTING EASEMENTS
	D.L. HELMS PLS 3386"		OTHER BOUNDARIES
)	S/B' REBAR FOUND FLUSH	050	EXISTING CONTOUR
	T.W. SMITH LS 2373	35	UTILITY POLE
)	5/8" REBAR SET FLUSH - NO SURVEY CAP	45	ELECTRIC METER
-	CALCULATED LOCATION		UTILITY AS NOTED
	LEAGE BOUNDARIES	[M]	MEASURED COURSE
	RIGHT OF WAY	(8)	RECORD COURSE
	NEW EASEMENTS	(c)	CALCULATED COURSE

STAKED COURSE



70 401

259 Survey Highway Boundary North Lease 20839

Kentucky

Stephensport,

ಹ elluk 42701 0 Road own, KY 902 Ring Road Elizabethtown, M S egrass Blue 2902 | Elizab

REVISIONS DATE SPARATED ACCESS 10-12-1 SHEET No.

of 2 SHEETS

FILE NAME mooley rev1.dwg



APPROVAL SIGNATURES	
BLUEGRASS CELLULAR PROJECT SUPERVISOR:	
DATE:	
CITY REPRESENTATIVE:	
TITLE:	
DATE:	
PROPERTY OWNER/OWNERS:	<del>,</del>
DATE:	
TOWER OWNER/OWNERS:	
DATE:	

SITE NAME: MOOLEYVILLE

911 ADDRESS: 20839 N. HWY. 259

STEPHENSPORT, KY.

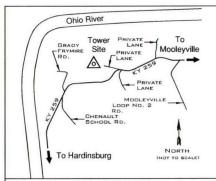
40170

COUNTY: BRECKINRIDGE

TOWER LATITUDE & LONGITUDE

N38\* 01' 12.89" W86\* 29' 39.94"

SHEET NO.	DESCRIPTION	REVISION
TITLE SHEET	TITLE SHEET	
SURVEY	SURVEY	
A-1	SITE PLAN	
A-2	FENCE DETAIL	
ANTENNA DETAILS 1	ANT.SPECS/TOWER ELEV.	
ANTENNA DETAILS 2	ANTENNA DETAILS 2	
E-1	SITE PLAN - ELECTRICAL	
E-2	ELECTRICAL DETAILS	
LYNCOLE	LYNCOLE GROUNDING	
E-3	ELEC. PLAN - GROUNDING	
E-4	GROUNDING - DETAILS	
S-1	FOUNDATION DETAILS	
GENERATOR DETAILS	GENERATOR DETAILS	
GENERAL NOTES	GENERAL NOTES	



#### VICINITY MAP NOT TO SCALE

#### DIRECTIONS TO SITE

FIRM DORNTON ELIZABETISMON KENDEY TRAVE BOTH ON U.S. HIBINOV 31W (DIDE HIBINOV FOR T.B. 7 MILES TO KENTUCKY HIBINOV 16.38 IN MULDRAUGH; TURN LET ORD KENTUCKY HIBINOV 16.38 IN MULDRAUGH; TURN LET ORD KENTUCKY HIBINOV 16.38 IN THE ROUTH BIDE OF BRADENBURG FOR 9.1 MILES TO KENTUCKY HIBINOV 4.48 IN THE ROUTH BIDE OF BRADENBURG FOR 1.1 MILES TO THE JUNCTION OF KENTUCKY HIBINOV 16.11 BRADENBURG SY-PASBI; YEER LETT OHTO KENTUCKY HIBINOV 16.11 AND CONTINUE TRAVELING SKY-PASBI; YEER LETT OHTO KENTUCKY HIBINOV 16.11 AND CONTINUE TRAVELING KENTUCKY HIBINOV 16.11 AND CONTINUE TRAVELING AND TRAVEL HOW TO THE TOWN THE STATE OF THE STAT

# SITE DATA

PROPERTY OWNER: JOHN MICHAEL HUTCHISON 20845 N. HWY. 259 STEPHENSPORT, KY. (270)547-3264

TOWER OWNER: BLUEGRASS CELLULAR

POWER COMPANY: MEADE CO. RECC 1-270-756-5172

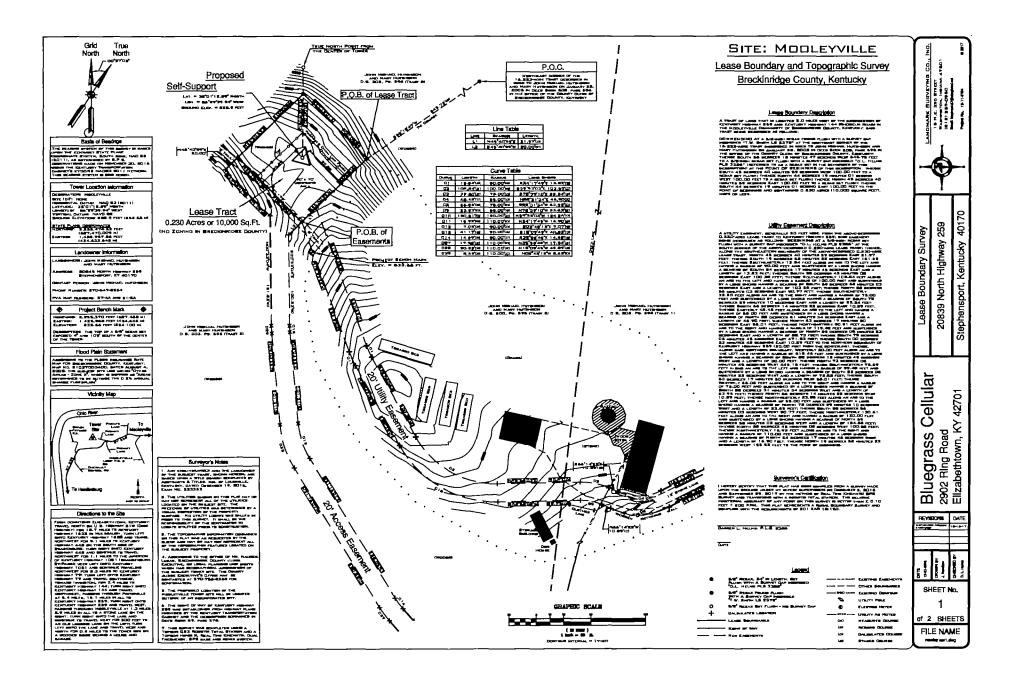
TELEPHONE COMPANY: BRANDENBURG TELCO (270) 580-4466

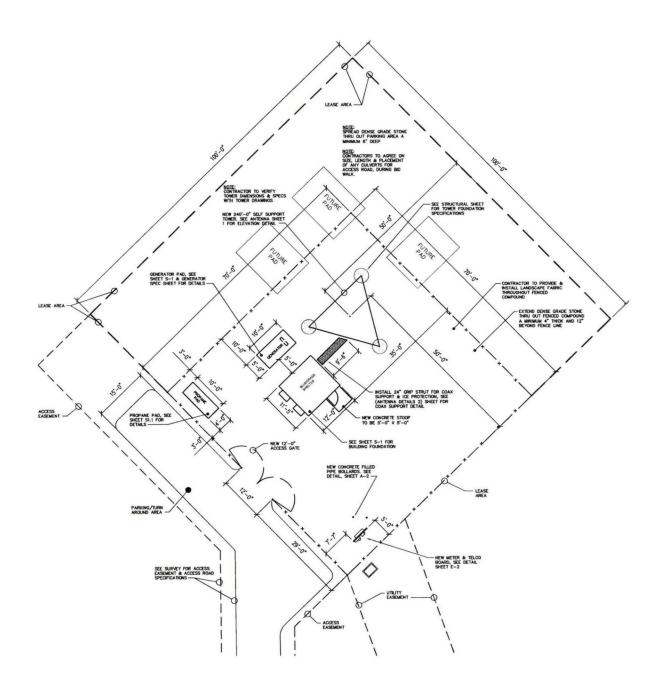
BLUEGRASS PROJECT MANAGER: BILL BURKS (270)734-1028

BLUEGRASS PROJECT SUPERVISOR: MASON McDOWELL (270)734-1002



ROBIN BECKER (502)599-9427 OFFICE





#### GENERAL NOTES:

- 1) EQUIPMENT PICK-UP AND DELIVERY TO SITE FROM BLUEGRASS CELLULAR STAGING FACILITY TO BE THE CONTRACTORS RESPONSIBILITY, INCLUDING CRANE SET, AND ALL COST INCURRED.
- 2) FOR, BUILDING AND ALL CONCRETE PAD DETAILS REFER TO STRUCTURALS AND SHEET S11
- 3) ANY DAMAGE DUE TO CONSTRUCTION, TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION. (SUBJECT TO BLUEGRASS CELLULAR'S APPROVAL).
- 4) ANY DAMAGE OF NATURAL SURROUNDINGS , INCLUDING BUT NOT LIMITED TO, GRASS, TREES, LANDSCAPING, ETC.. TO BE REPAIRED OR REPLACED TO ORIGINAL CONDITION AT BLUEGRASS CELLULAR'S APPROVAL.
- 5) ROADWAYS TO BE GRADED SMOOTH AND EVEN, REMOVING ALL POTHOLES. ROADS TO HAVE PROPER DRAINAGE AND RUNOFF PER BLUEGRASS CELLULAR'S APPROVAL.
- 6) ANY RELOCATION OF EXISTING UTILITIES TO BE DONE IN ACCORDANCE WITH LOCAL CODES AND RECOMMENDATIONS, CONSULTING ALL UTILITY COMPANIES INVOLVED FOR APPROVAL AND SPECIFICATIONS REQUIRED.
- 7) FOR GRADING DETAILS, SEE GENERAL NOTESHEET
- 8) CONTRACTOR TO FIELD VERIFY ALL TOWER DIMENSIONS WITH TOWER MANUFACTURER PRIOR TO JOB BIDDING OR START OF ANY CONSTRUCTION
- 9) CONTRACTOR RESPONSIBLE FOR APPLYING FOR SERVICE TO SITE AND PAYING ANY FEES REQUIRED FOR PERMITS, HOOKUP, ETC..



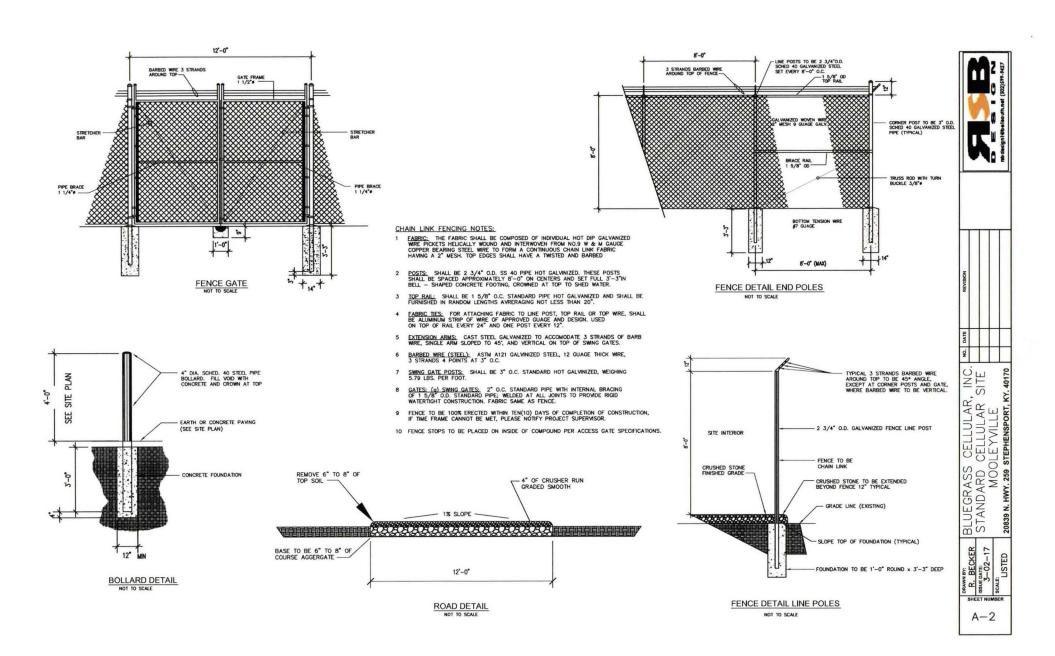
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BLUEGRASS CELLULAR, INC. STANDARD CELLULAR SITE MOOLEYVILLE 20839 N. HWY. 259 STEPHENSPORT, KY. 40170

R. BECKER BLUE Street STAN

A-1

SITE PLAN
SCALE: 1'-0"



ALL LINES AND ANTENNAS TO BE PROPERLY MOUNTED TO TOWER OR STRUCTURE PER BLUEGRASS CELLULAR SPECIFICATIONS.

ALL GROUND BARS TO BE INSTALLED AND CAD WELDED TO GROUND FIELD (WHERE REQUIRED)

ALL LINES TO BE GROUNDED AT THE TOP AND BASE OF STRUCTURE OR TOWER.

ALL LINES TO BE GROUNDED AT ENTRANCE OF SHELTER BEFORE WAVE GUIDE PORTS. (EXTERIOR OF BUILDING)

LINES ARE TO BE SECURED TO ICE BRIDGE

WAVE-GUIDE BOOTS ARE TO BE INSTALLED ON ALL LINES (BOTH INSIDE AND OUTSIDE)

ALL COAX CONNECTIONS ARE TO BE WEATHER PROOFED.

INVENTORY OF ALL MATERIAL IS TO BE DONE PRIOR TO INSTALLATION BY CONTRACTOR. (LIST WILL BE PROVIDED)

ALL TRASH AND REFUGE IS TO BE PROPERLY DISPOSED OF.

CONTRACTOR TO EXTEND HARDLINES INTO BUILDING 12" & INSTALL POLYPHASERS AND GROUNDING, PER INSTRUCTION OF PROJECT SUPERVISOR.

GENERAL CONTRACTOR TO MOUNT ANTENNA MOUNTS AT TOP OF STRUCTURE OR TOWER BY BLUEGRASS CELLULAR SPECIFICATIONS.

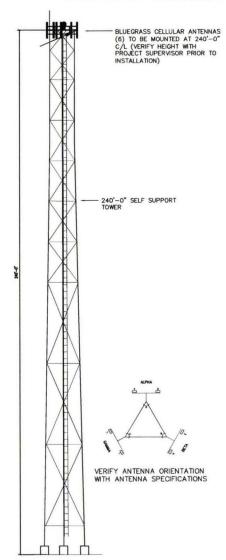
ICE BRIDGE TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR. (Additional Ice Bridge if needed)

TRAPEZE KIT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.

CONTRACTOR TO INSTALL GPS BRACKET & ANTENNAS COMPLETE.

CONTRACTOR TO INSTALL LIGHTING SYSTEM PER FAA ADVISORY 70/7460-1K CHANGE 2, OBSTRUCTION MARKING AND LIGHTING, A MED-DUAL SYSTEM - CHAPTERS 4,8(M-DUAL), & 12

#### BLUEGRASS CELLULAR GENERAL NOTES & ANTENNA SPECS



SELF SUPPORT TOWER ELEVATION (TYPICAL)

#### TOWER HEIGHT & TYPE

240'-0" SELF SUPPORT TOWER

#### ANTENNA SPECS

	TYPE	SIZE L x W x D	NUMBER	AZIMUTH	MOUNTING HEIGHT
ANTENNA (CDMA)	COMMSCOPE LNX-8514DS-VTM		6	70*, 120*, 175*	240'-0" C/L VERIFY WITH CONSTRUCTION SUPERVISOR
ANTENNA (LTE)					

#### ANTENNA MOUNTING HARDWARE SPECS

	TYPE	SIZE	NUMBER
MOUNT (PRIMARY)	WD 13X53 MOUNTING FRAME		3
MOUNT (SECONDARY)			

#### ANTENNA TRANSMISSION LINES SPECS

	TYPE	SIZE	NUMBER
TRANSMISSION LINE (PRIMARY)	CDMA COAX	1 5/8"	6
TRANSMISSION LINE (PRIMARY)			
TRANSMISSION LINE (SECONDARY)			

#### DISH SPECS

	MICROWAVE/DONOR	SIZE	HUMBER	AZIMUTH	MOUNTING HEIGHT
DISH #1					

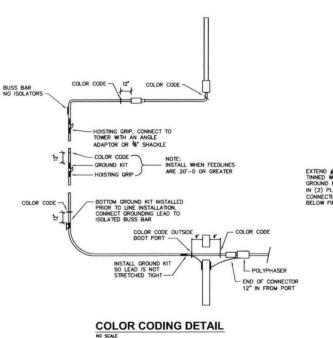
#### DISH TRANSMISSION LINES

	TYPE	SIZE	NUMBER
TRANSMISSION LINE #1			
TRANSMISSION LINE #2			

#### ANTENNA SYNOPSIS

- \* ANTENNAS TO HAVE A 2\*E
- \* ANTENNAS TO HAVE A O\* Mech.

BLUEGRASS CELLULAR, INC. STANDARD CELLULAR SITE MOOLEYVILLE 20039 N. HWY. 259 STEPHENSPORT, KY. 40170 **ANTENNA** DETAILS



#### COLOR CODE DETAILS:

CDMA-NO COLOR OTHER THAN THE SECTOR DESIGNATORS

BCI LTE-ALWAYS 1 PURPLE BAND AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR

LRA LTE-ALWAYS HAS 1 ORANGE BAND AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS.

AWS-ALWAYS HAS 2 ORANGE BANDS AFTER RED, WHITE OR BLUE SECTOR DESIGNATOR COLORS. AWS POWER AND FIBER TRUNK CABLES JUST HAVE 2 ORANGE BANDS WITH NO SECTOR DESIGNATOR COLORS SINCE ALL 3 SECTORS ARE IN TRUNK.

THE SECTOR DESIGNATOR COLORS ARE:

ALPHA 1-1 RED BAND

ALPHA 2-2 RED BANDS DELTA 1-3 RED BANDS

DELTA 2-4 RED BANDS

BETA 1-1 WHITE BAND

BETA 2 -2 WHITE BANDS EPSILON1 -3 WHITE BANDS EPSILON 2-4 WHITE BANDS

GAMMA 1- 1 BLUE BAND

GAMMA 2- 2 BLUE BANDS

ZETA 1 - 3 BLUE BANDS ZETA 2 - 4 BLUE BANDS

BCI LTE (PURPLE BAND)

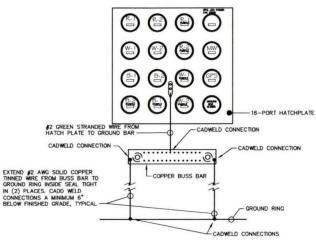
1 RED 1 PURPLE (ALPHA 1 BCI LTE)

2 RED 1 PURPLE (ALPHA 2 BCI LTE) 1 WHITE 1 PURPLE (BETA 1 BCI LTE)

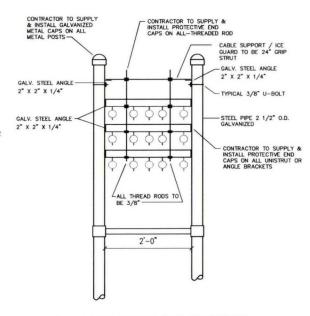
2 WHITE 1 PURPLE (BETA 2 BCI LTE)

1 BLUE 1 PURPLE (GAMMA 1 BCI LTE)

2 BLUE 1 PURPLE (GAMMA 2 BCI LTE)

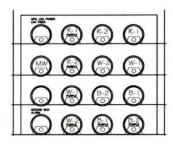


#### **BOOT PORT GROUNDING DETAIL**

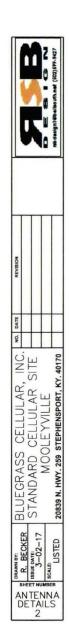


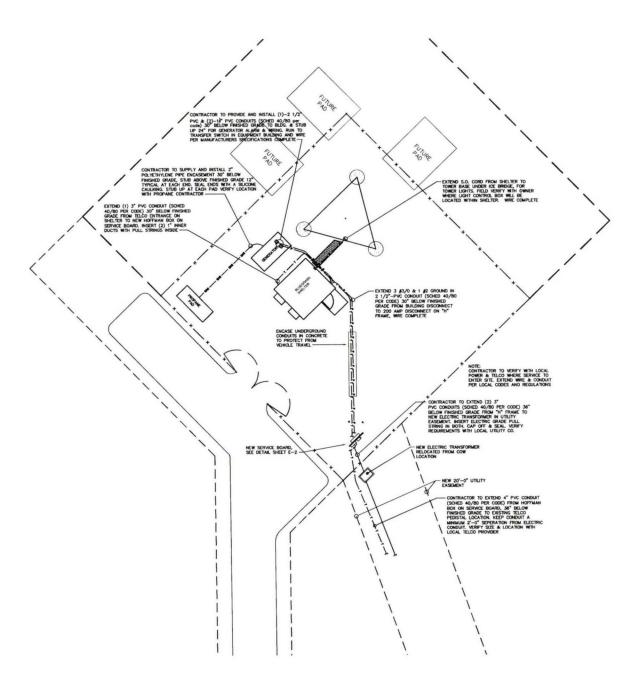
#### ICE BRIDGE / COAX SUPPORT DETAIL

NO SCALE



**COAX ENTRY DETAIL POWER SIDE** (VIEW FROM INSIDE SHELTER)





GENERAL ELECTRICAL NOTES:

- CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL UTILITIES FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 2) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL TELEPHONE COMPANY FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.
- 3) GROUND RING TO BE CONTAINED WITH IN THE COMPOUNDS FENCED AREA.
- 4) FENCE TO BE GROUNDED FROM GROUND RING TO ALL CORNER POST & GATES. SPACE FENCE GROUNDING APPROXIMATELY 20'-0" O/C. (CAD WELD ALL CONNECTIONS)
- 5) ALL GROUND RING CONNECTIONS TO BE AS CLOSE AS POSSIBLE, SHARP BENDS WILL NOT BE PERMITTED AS WELL AS "I" CONNECTIONS. ALL CONNECTIONS TO HAVE A SWEEPING RADIUS OF 8" MINIMUM. GROUNDING CONFIGURATION TO BE IN PARALLEL.
- 6) CONTACT POINTS FOR GROUNDING TO BE CLEANED OF ANY RUST, PAINT, DIRT, ETC. TO CREATE A GOOD BOND FOR CONDUCTOR. AREA THAT HAS BEEN CLEANED TO BE RESEALED TO PREVENT RUSTING.
- 7) PROPERLY GROUND ANY EXPOSED METAL THAT MAY EXIST ON EXTERIOR OF EQUIPMENT SHELTER OR CABINET.
- 8) WHERE GROUND CONDUCTORS REQUIRE MECHANICAL BONDING, STAINLESS STEEL CONNECTORS ARE REQUIRED AT EACH CONNECTING POINT USING LOCK WASHERS.
- 9) CONTRACTOR RESPONSIBLE FOR SEEING THAT UTILITY PERSONNEL MAKE FINAL CONNECTIONS, MAKING SURE THE TOWER ALARM IS CONNECTED AND WORKING. A TELEPHONE NUMBER FOR THE ALARM MUST BE SUPPLIED.
- 10) CONTRACTOR RESPONSIBLE FOR MEG TESTING THE SITE AND SUPPLYING OWNER WITH FINAL READINGS IN OWNERS SPECIFICATIONS.
- 11) IF CONDUIT RUNS BURIED LESS THAN REQUIRED DEPTHS, CONTACT BLUEGRASS CELLULAR FOR FURTHER INSTRUCTIONS

NOTE: CONTRACTOR TO PROVIDE WARNING TAPE IN TRENCHES FOR ALL POWER AND TELCO RUNS UNDER GROUND. TAPE TO BE INSTALLED 1'-0" ABOVE CONDUIT RUNS. (TAKE PICTURES)



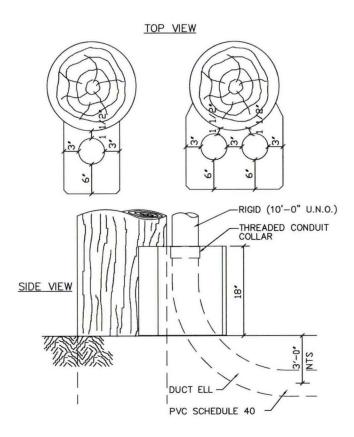
### SITE PLAN- ELECTRICAL

SCALE: 3/32" = 1'-0"



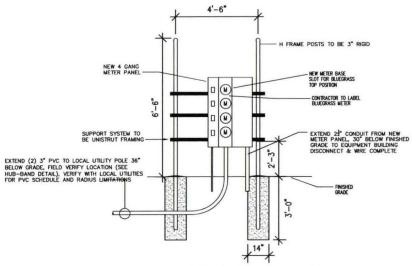
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E-1



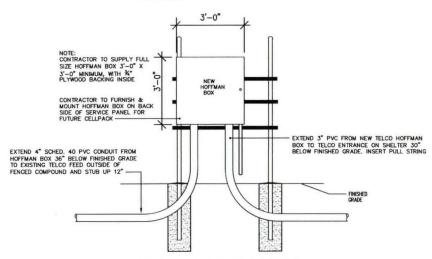
#### **HUB-BAND DETAIL**

NO SCALE



#### **SERVICE BOARD DETAIL**

NO SCALE

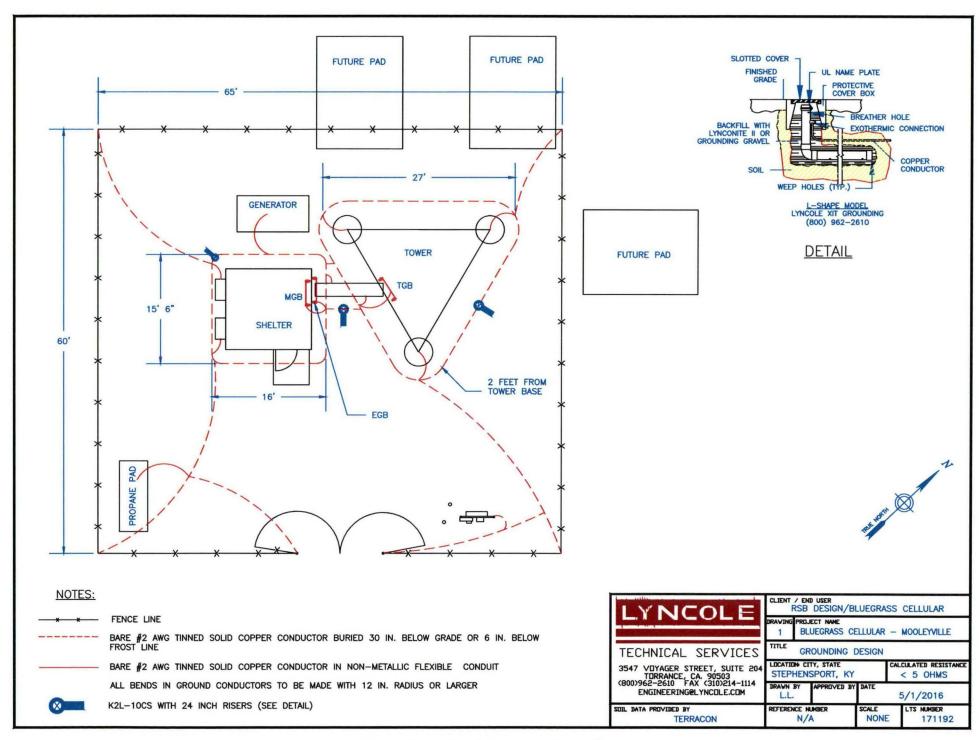


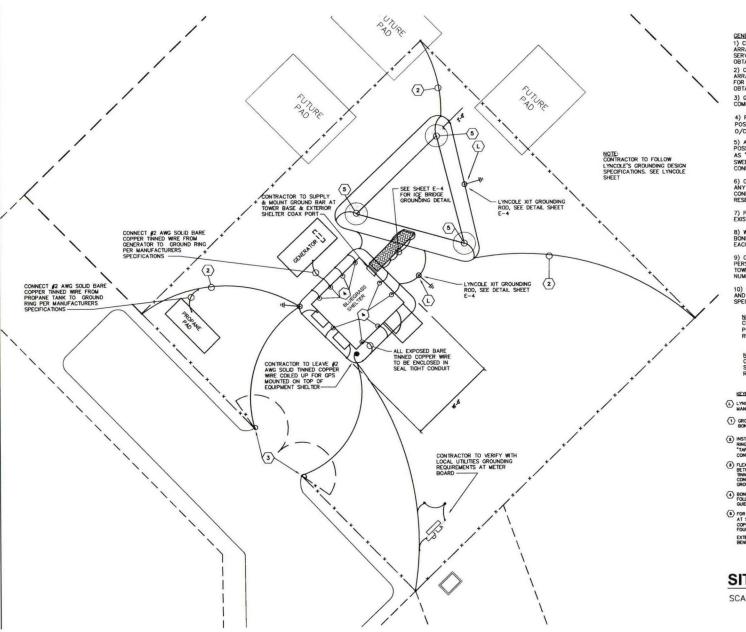
#### **BACKBOARD DETAIL**

NO SCALE



E-2





GENERAL ELECTRICAL NOTES:

1) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL UTILITIES FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE

2) CONTRACTOR RESPONSIBLE FOR MAKING ALL ARRANGEMENTS WITH THE LOCAL TELEPHONE COMPANY FOR SERVICE AND FEE PAYMENTS REQUIRED TO OBTAIN SERVICE.

3) GROUND RING TO BE CONTAINED WITH IN THE COMPOUNDS FENCED AREA.

4) FENCE TO BE GROUNDED FROM GROUND RING TO ALL CORNER POST & GATES. SPACE FENCE GROUNDING APPROXIMATELY 20'-0" O/C. (CAD WELD ALL CONNECTIONS)

5) ALL GROUND RING CONNECTIONS TO BE AS CLOSE AS POSSIBLE, SHARP BENDS WILL NOT BE PERMITTED AS WELL. FOSSIBLE, STAFF BENUS MILL NOT BE FERMITED AS AS "T" CONNECTIONS. ALL CONNECTIONS TO HAVE A SWEEPING RADIUS OF 8" MINIMUM. GROUNDING CONFIGURATION TO BE IN PARALLEL.

6) CONTACT POINTS FOR GROUNDING TO BE CLEANED OF ANY RUST, PAINT, DIRT, ETC. TO CREATE A GOOD BOND FOR CONDUCTOR. AREA THAT HAS BEEN CLEANED TO BE RESEALED TO PREVENT RUSTING.

7) PROPERLY GROUND ANY EXPOSED METAL THAT MAY EXIST ON EXTERIOR OF EQUIPMENT SHELTER OR CABINET.

8) WHERE GROUND CONDUCTORS REQUIRE MECHANICAL BONDING, STAINLESS STEEL CONNECTORS ARE REQUIRED AT EACH CONNECTING POINT USING LOCK WASHERS.

9) CONTRACTOR RESPONSIBLE FOR SEEING THAT UTILITY PERSONNEL MAKE FINAL CONNECTIONS, MAKING SURE THE TOWER ALARM IS CONNECTED AND WORKING. A TELEPHONE NUMBER FOR THE ALARM MUST BE SUPPLIED.

10) CONTRACTOR RESPONSIBLE FOR MEG TESTING THE SITE AND SUPPLYING OWNER WITH FINAL READINGS IN OWNERS SPECIFICATIONS.

NOTE; CONTRACTOR TO PROVIDE WARNING TAPE IN ALL POWER & TELCO TRENCHES, 12" ABOVE CONDUIT RUNS, BUT BELOW FINISHED GRADE.

NOTE: CONTRACTOR TO FOLLOW LYNCOLES GROUNDING SPECIFICATIONS WHEN USING THEIR XIT GROUNDING RODS. SEE DETAIL SHEET E-4.

#### KEYNOTES:

- (L) LYNCOLE XIT GROUNDING ROD TO BE INSTALLED WHERE SHOWN AND TO MANUFACTURERS SPECIFICATIONS. (SEE LYNCOLE SPECIFICATIONS)
- (1) GROUNDING RODS 10'-0" LONG x 3/4" COPPER BONDED GROUND RODS
- (3) INSTALL AND PROVIDE SOLID BARE TINNED COPPER WIRE #2 AWG, GROUND MING BELOW GRADE 30". USE #2 AWG SOLID BARE TINNED COPPER GROUND "TAP" CONNECTING CONNECTING FOR ALL TAP CONDUCTORS TO BE PARALLEL AND "CAD WELD" CONNECTIONS)
- (3) FLEXIBLE GROUNDING STRAP TO BE USED TO PROVIDE A COMMON BOND BETWEEN GATE AND CHAIN LINK FENCE, 82 AMS SOLID COPPER BARE TINNED CONDUCTOR FROM GROUND RING TO FENCE USING CAD WELD CONNECTIONS. GROUND TAP TO BE PROVIDED ON EACH 4 SIDES TO GROUND RING AS DESCRIBED ABOVE.
- (4) BONDED GROUND TO BE PROVIDED TO GROUND RING FOR EACH OF THE FOLLOWING: BUILDING STEEL, HATCH PLATE, EMERGENCY RECEPTACLE, WAVE GUIDE STRUCTURE, FRAME WORK, BUILDING DISCONNECT.
- (8) FOR TOWER FRAME GROUNDING, REMOVE GALVANIZED COATING COMPLETELY AT SPOT TO "CAD WELD" TO AND CLEAN, #2 AWG SOULD BARE TINNED COPPER CONDUCTOR TO BE CAD WELDED APPROXIMATELY 1'-0" ABOVE FOUNDATION OR AT FLANGE IF PROM EXTEND CONDUCTOR TO GROUND RING, RIGHT ANGLES NOT ACCEPTED ALL BENDS TO BE SWEEPING.

#### SITE PLAN-GROUNDING

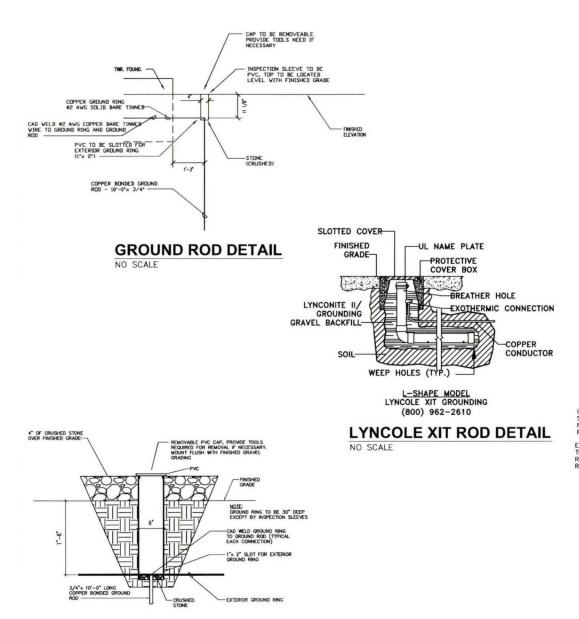
SCALE: 3/32" = 1'-0"

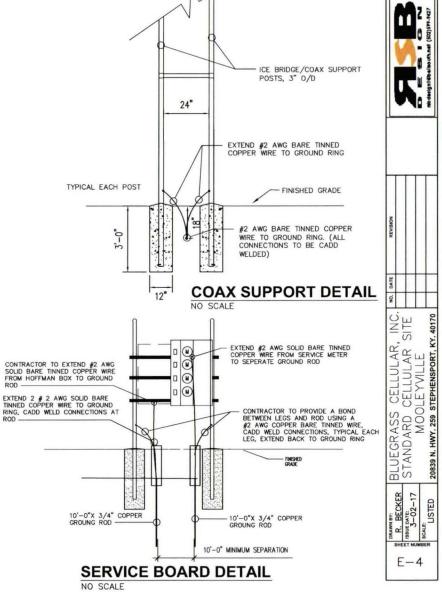


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R. BECKER
ISSUE DATE:
3-02-17
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LISTED SHEET NUMBER

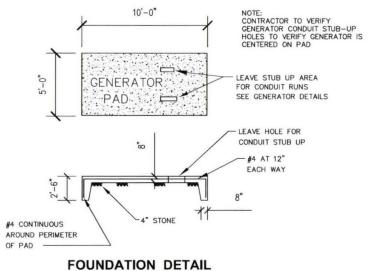
E-3

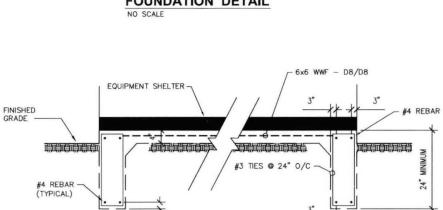




**GROUND SLEEVE DETAIL** 

NO SCALE





## SHELTER FOUNDATION PLAN NO SCALE

'n

12"

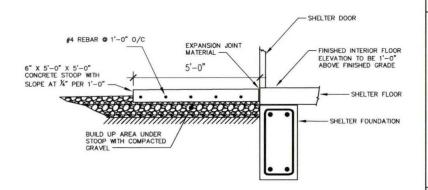
PROPANE
PAD

#4 AT 12"
EACH WAY

0'-8"

#4 CONTINUOUS
AROUND PERIMETER
OF PAD

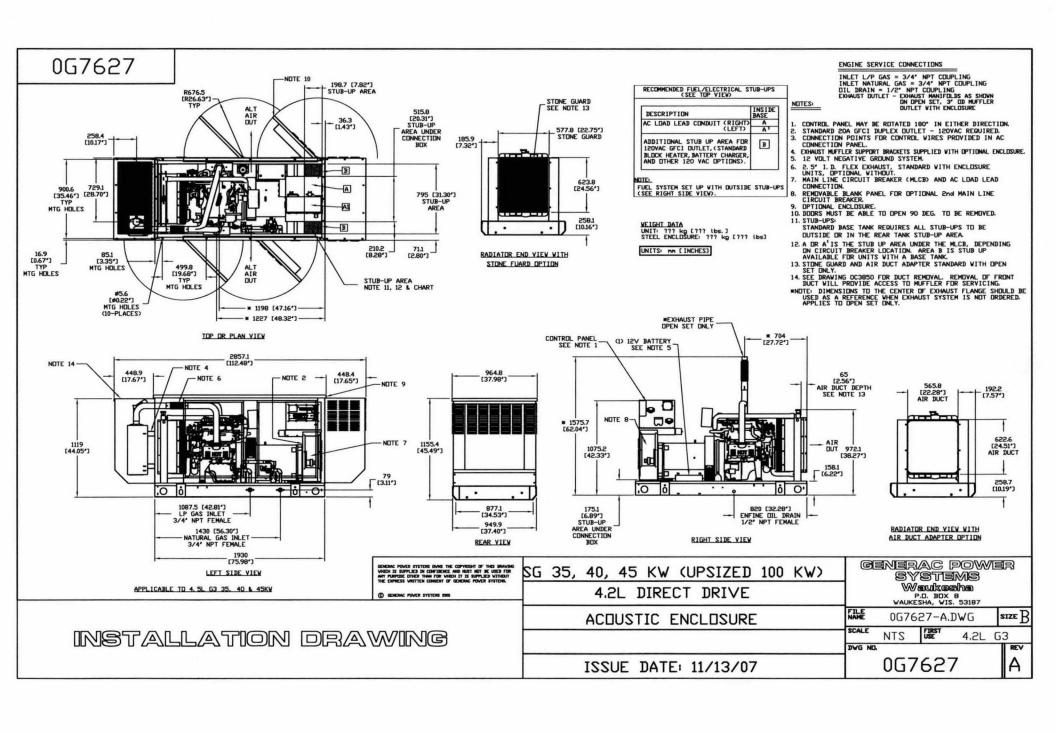
### FOUNDATION DETAIL NO SCALE



### CONCRETE STOOP DETAIL NO SCALE



S-1



#### GENERAL NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR EQUIPMENT PICK UP DELIVERY TO SITE, ERECTION OF TOWER, AND CRANE SET, ALL COSTS
- 2) THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE PRIOR TO BIDDING AND REMEMING EXISTING STRUCTURES OR UTILITIES THAT MIGHT BE LOCATED ON OR AROUND THE COMPOUND THAT COULD
- 3) THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING LOCAL AUTHORITIES NECESSARY FOR INSPECTIONS IF REQUIRED, PLEASE PROVIDE
- 4) THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING PERSONS RESPONSIBLE FOR ANY MATERIALS TESTING, PLEASE PROVIDE AMPLE
- 5) THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE OWNER WITH FINAL TEST RESULTS ON ALL MATERIALS TESTING, IF ANY PROBLEMS ARE FOUND PRIOR TO FINAL RESULTS PLEASE NOTIFY A&E OR OWNER IMMEDIATELY.
- 6) THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ADJOINING PROPERTY, AND REPAIRING OR REPLACING WHAT IS NECESSARY
- 7) THE CONTRACTOR IS TO VERIFY DIMENSIONS ON SITE PRIOR TO CONSTRUCTION STARTING, ANY PROBLEMS OR CHANGE FOUND CONTACT A&E OR OWNER TO VERIFY.
- 8) THE CONTRACTOR IS RESPONSIBLE FOR ANY TEMPORARY LIGHTING ON THE TOWER AND CONTACTING PROPER AUTHORITIES IF ANY LIGHTING TORGLEMS OCCUR, ALL FINAL LIGHTING TO BE MOUNTED ON TOWER DURING CONSTRUCTION, NOTIFY OWNER WHEN TOWER HAS
- 9) THE CONTRACTOR IS RESPONSIBLE FOR ALL ON SITE WORK MEANS AND METHODS.
- 10) CONTRACTOR, ANY CONTRACTOR EMPLOYEES OR REPRESENTATIVES, OR SUB-CONTRACTOR, ANY SUB-CONTRACTOR EMPLOYEES OR REPRESENTATIVES, WILL CONFORM TO ALL LAWS AND REGULATIONS APPLICABLE TO THE WORK BEING PERFORMED, INCLUDING BUT NOT LIMITED TO, ALL OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") STATUTES AND REGULATIONS AS WELL AS ALL OTHER FEDERAL, STATE AND/OR LOCAL LAWS OR REGULATIONS APPLICABLE TO THE WORK BEING PERFORMED BY CONTRACTOR.
- 11) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL SITE DRAINAGE, AND PROVIDING SILT AND EROSION CONTROL NECESSARY TO MAINTAIN ANY RUN OFF.
- 12) THE CONTRACTOR IS RESPONSIBLE FOR ALL SEED AND STRAW WORK NECESSARY TO REPAIR DAMAGED AREAS.
- 13) CONTRACTOR TO GRADE SMOOTH OR REPAIR ANY POT HOLES OR DITCHING ON PROPERTY OR ROAD THAT HAS OCCURRED DURING CONSTRUCTION AT CONTRACTORS EXPENSE.
- 14) CONTRACTOR'S RESPONSIBILITIES REGARDING BUILD OUT ON FIBREBOND EQUIPMENT SHELTERS TO INCLUDE:
- \* INSTALLING THE DOOR CANOPY
- \* INSTALLING EXTERIOR LIGHT ON WALL DETERMINED BY PROJECT SUPERVISOR AND PHOTOCELL REQUIREMENTS
- . INSTALLING INTRUDER ALARMS
- . CHECK OPERATIONS OF DOOR AND DOOR HARDWARE
- \* ADJUST WEATHERSTRIPPING ON DOORS AS NEEDED
- \* INSPECT ROOF FOR DAMAGE AND POSSIBLE LEAKS
- \* INSPECT INTERIOR FINISH FOR IMPERFECTIONS AND REPAIR AS NEEDED
- \* CHECK OPERATION OF LIGHTS AND ELECTRICAL OUTLETS
- \* CHECK OPERATION OF INTAKE AND EXHAUST LOUVERS AND ADJUST AS
- \* CHECK OPERATION OF ENVIRONMENTAL CONTROLS AND HVAC UNITS
- . INSTALL AND PAINT SHELTER TIE-DOWNS TO MATCH
- 15) INSTALL CONCRETE PADS FOR BUILDING, PROPANE TANK, GENERATOR PAD.
- 16) INSTALL ELECTRIC AND GROUND FIELD FOR COMPOUND.

- 17) GC WILL BE RESPONSIBLE FOR ALL CRANE OPERATIONS IN ORDER TO SET FIBREBOND BUILDING. COORDINATE BUILDING DELIVERY DATE THROUGH BULUEGRASS CELLULAR.
- 18) GC WILL BE RESPONSIBLE FOR OFF LOADING AND STACKING OF TOWER WHEN APPLICABLE.
- 19) GC WILL BE RESPONSIBLE FOR MOUNTING ALL LINES AND ANTENNAS.
- 20) GC WILL BE RESPONSIBLE FOR SUPPLYING AND INSTALLING ICE
- 21) GC WILL BE RESPONSIBLE FOR SCHEDULING PROPANE TANK DELIVERY AND HOOK-UP. PREFERRED SUPPLIERS ARE EMPIRE & AMERIGAS 22) GC WILL BE RESPONSIBLE FOR COORDINATING THE CLEANING OF THE INSIDE OF THE BUILDING WITH THE PROJECT SUPERVISOR AFTER THE SITE HAS BEEN TURNED OVER TO THE OPERATIONS DEPARTMENT AND ALL TURN-UP PROCEDURES HAVE BEEN COMPLETED. THIS WILL INCLUDE SUPPLYING A 30 GALLON TRASHCAN, 30 GALLON TRASH BAGS, BROOM, DUST PAN AND DOORMAT FOR BUILDING.
- 23) GC TO VERIFY ALL BLUEGRASS CELLULAR EQUIPMENT DIMENSIONS & SPECIFICATIONS WITH MANUFACTURER'S DRAWNOS, (FIBREBOND, GENERAC, EASTPOINTE ETC.) PRIOR TO CONSTRUCTION. ADDRESS ANY ISSUES WITH PROJECT SUPERVISOR BEFORE WORK BEGINS.
- 24) ALL WAREHOUSE MATERIAL (LINES, ANTENNAS, MOUNTING HARDWARE, GENERATOR, TOWER FOUNDATION KIT, ETC.) WILL NEED TO BE PICKED UP
- 25) GC WILL BE RESPONSIBLE FOR SCHEDULING GENERATOR START-UP WITH CONTACT SCOTT ANDERSON (EVAPAR) 502-267-6315
- 26) TI CONDUIT WILL NEED TO BE PLACED FROM POLE TO BUILDING. (IF A MICROWAVE DISH IS USED, THE TI CONDUIT WILL STILL BE INSTALLED FOR FUTURE USE.)
- 27) GC WILL BE RESPONSIBLE FOR INSTALLATION OF ALL FENCING.
- 28) ALL TRASH AND DEBRIS TO BE REMOVED BY GC
- 29) GC WILL BE RESPONSIBLE FOR APPLYING FOR ELECTRICAL SERVICE AND PAYING NECESSARY FEES REQUIRED.
- 30) CC WILL BE RESPONSIBLE FOR SUPPLYING & INSTALLING PROTECTIVE END CAPS ON ANY EXPOSED THREADED ROD OR UNISTRUL USED ON STIE. VERIFY TYPE WITH PROJECT SUPERVISOR PRIOR TO INSTALLATION.
- GC WILL BE RESPONSIBLE FOR HAVING A CERTIFIED 31) GC WILL BE RESPONSIBLE YOR HAVING A CERTIFIED THE ELECTRICAN HOCK UP THE BATTERIES (IMMEDIATELY) AFTER POWER HAS BEEN TURNED UP AT THE SITE, PREVENTING THE DELAY OF ANY WORK FOR OPERATIONS. THE GENERAL CONTRACTOR MUST NOTIFY THE PROJECT SUPERMISOR IMMEDIATELY AT THIS TIME SO HE CAN COORDINATE A CELL TECH TO BE ONSITE WHEN THIS OCCURS.
- 32) GC WILL BE RESPONSIBLE FOR RUNNING (CAT5) FROM THE GENERATOR ALARM PANEL MOUNTED ON THE SIDE OF THE TRANSFER SWITCH (BY THE CONTRACTOR), THROUGH THE TRANSFER SWITCH AND UP TO THE ENSTING CONDUIT BESIDE THE A/C POWER FAIL RELAY. THE (CAT5) WILL BE PULLED THROUGH EXISTING CONDUIT AROUND THE SHELTER AND EXTENDED TO THE ALARM BLOCK. THERE SHOULD BE A MINIMUM 3"-0" OF (CAT5) LEFT HANGING ON EACH END FOR THE CELL TECH TO HOOK UP THE GENERATOR ALARMS.
- 33) GC MUST SUBMIT A COPY OF THE BUILDING PERMIT AND CONSTRUCTION SCHEDULE TO THE PROJECT SUPERMISOR PRIOR TO RECEIVING (NTP) TO BEGIN CONSTRUCTION (NO EXCEPTIONS).
- 34) GC MUST DISPLAY FCC TOWER REGISTRATION NUMBER AND EMERGENCY PHONE NUMBERS ON 3'-0 X 4'-0" MINIMUM WOODEN BACKBOARD SOMEWHERE ON SITE LOCATION PRIOR TO BREAKING

#### GRADING & EXCAVATING NOTES:

- 1) ANY DAMAGE TO EXISTING UTILITIES, STRUCTURES, ROADS AND PARKING AREAS TO BE REPAIRED OR REPLACED TO OWNERS SATISFACTION.
- 2) PREPARATION FOR FILL:
  REMOVAL OF ALL DEBRIS, WET AND UNSATISFACTORY SOIL
  MATERIALS, TOPSOIL, VEGETATION, AND HARMFUL MATERIALS
  FROM SURFACE OF GROUND PRIOR TO PLOWING, STRIPPING,
  PLACING FILLS OR BREAKING UP OF SLOPED SURFACES,
  GREATER THAN 1 VERTICAL TO 4 HORIZONTAL SO MATERIAL
  FOR FILL MILL BOND TO ESTSTING SURFACE. WHEN
  AREA TO RECEIVE FILL HAS A DENSITY LESS THAN
  REQUIRED, BREAK UP GROUND SURFACE TO DEPTH
  SOIL AND RECOMPACT TO REQUIRED DENSITY.
- 3) BACK FILLING: EXCAVATED AREA SHALL BE CLEARED FROM STONES OR CLODS OVER 2 1/2" MAXIMUM DIAMETER

  SHALL BE PLACED IN LAYERS OF 6" AND COMPACTED TO A 95% STANDARD PROCTOR, USE A 90% PROCTOR IN GRASSED / LANDSCAPED AREAS WHERE REQUIRED.
- CLAY, GRAVEL AND SAND, SOFT SHALE, EARTH OR LOAM.

  CONSULT WITH OWNER PRIOR TO FILL BEING ADDED.
- 4) ALL MATERIAL FOR FILL TO BE APPROVED BY OWNER AND ALL COMPACTING TEST TO BE COMPLETED TO SPEC'S ALL COMPACTING RESULTS TO BE TURNED OVER TO OWNER.
- 5) AFTER COMPLETION OF BELOW GRADE EXCAVATING, AREA TO BE CLEANED AND CLEARED OF ANY UNSUITABLE MATERIALS, SUCH AS TRASH, DEBRIS, VEGETATION AND SO
- 6) ANY EXCAVATING IN WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE OF ANY LOOSE MATERIAL AND EXCESS GROUND WATER.
- 7) IF SOUND SOIL IS NOT REACHED AT DESIGNATED EXCAVATION DEPTH, THE POOR SOIL IS TO BE EXCAVATED TO ITS FULL DEPTH AND EITHER REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION TO BE FILLED WITH THE SAME QUALITY CONCRETE SPECIFIED FOR THE FOUNDATION, PLEASE NOTIFY THE PROJECT SUPERVISOR AND THEY WILL HAVE A 3RD PARTY ENGINEERING FIRM CONTACT YOU WITH RECOMMENDATIONS.
- 8) MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATIONS TO BE USED IF EXCAVATION EXCEEDED THE OVERALL REQUIRED DEPTH. FOR STABILIZATION OF THE BOTTOM OF THE EXCAVATION, CRUSHED STONE MAY BLUSD, STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS. PLASE NOTIFY THE PROJECT SUPERVISOR AND THEY WILL HAVE A 3RD PARTY ENGINEERING FIRM CONTROL TYOU WITH RECOMMENDATIONS.
- 9) EXCAVATION TO COMPOUND TO INCLUDE WEED CONTROL MAT.
- 10) SITE TO HAVE PROPER DRAINAGE & EROSION CONTROL (CROWNED FORMATION)
- 11) GC WILL BE RESPONSIBLE FOR REPAIR OF ALL AREAS DISTURBED DURING CONSTRUCTION. (EXCAVATING ISSUES)

#### 'CALL BEFORE YOU DIG'

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE UTILITY PROTECTION CENTER, PHONE 811 IN KENTUCKY, WHICH WAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF UNIDERCRUBUD UTILITIES. THE CONTRACTOR SHALL MOTIFY THE UTILITY PROTECTION CENTER 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ON THIS PROJECT. ALL NEW SERVICE AND GROUNDING TRENOHES PROVIDE A WARRING TAPE 0 12 UNIVES BELOW GRADE.

SYMBOLS LEGEND (-) KEYNOTE INSPEC. SLEEVE / GRND ROD 0 INSPECTION SLEEVE 0 CAD WELD CONNECTION T TRANSFORMER LIGHTNING SUPPRESSOR SWITCH (DISCONNECT) M METER PACK POWER GAS LINE WATER LINE SANITARY SEWER -55 TELEPHONE STORM SEWER DRAIN SSD FENCE

IN S 2 ELLULAR,
SLLULAR
YVILLE S GEL BLUEGRASS STANDARD ( MOOI 20839 N. HWY. 259 S

PRAWN BY:

R. BECKER
ISSUE DATE:
3-02-17
SCALE: SHEET NUMBER

General

Notes

### Landmark Surveying Co., Inc.

Darren L. Helms, P.L.S., PRESIDENT Dennis N. Helms, P.L.S., VICE PRESIDENT



15 N.E. 3rd Street Washington, Indiana 47501 Phone: 812-257-0950 Fax: 812-257-0953

Email: landmark97@sbcglobal.net

### **Directions to the Site**

### From the County Seat of Breckinridge County, Kentucky

#### **Mooleyville Site**

From the Breckinridge County Courthouse in downtown Hardinsburg, Kentucky at the intersection of Kentucky Highway 259 (Main Street) and Kentucky Highway 992 (2<sup>nd</sup> Street): travel north on Kentucky Highway 259, passing Kentucky Highway 144 at 12.2 miles, 20.5 miles in all to a stone lane on the left, about 3 miles before reaching Mooleyville; turn left onto the lane and travel west for 200 feet to an old logging lane on the left; turn left onto the lane and travel west and north for 0.2 miles to the tower site on a wooded ridge behind a house and garage. The address of the site is 20839 North Highway 259, Stephensport, Kentucky 40170.

Darren L. Helms, P.L.S. 3386

Oct. 12, 2017

Date

DARBEN L. HELMS
3386
LICENBED
PROFESSIONAL
LAND SURVEYOR

OPTION TO LEASE AND LEASE AGREEMENT

I.

**OPTION TO LEASE REAL PROPERTY** 

THIS OPTION TO LEASE REAL PROPERTY (the "Option Agreement") is made and entered into this <u>g</u> day of <u>Nav</u> 2016, by and between <u>John Michael Hutchison and Mary Hutchison</u>, husband and wife, whose address is <u>20845 North Highway 259</u>, <u>Stephensport</u>. <u>KY 40170</u> (the "Optionor(s)" and <u>Kentucky RSA 3 Cellular General Partnership</u> (a <u>Kentucky general Partnership</u>) with principal office and place of business at <u>2902 Ring Road</u>, <u>Elizabethtown</u>, <u>KY 42701</u> (the "Optionee").

WITNESSETH:

WHEREAS, the Optionor(s) is the owner of certain real property located in <u>Breck nridge</u> County, **Kentucky** as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Optionor(s) wishes to grant to the Optionee, and the Optionee wishes to obtain from the Optionor(s), an option to lease a portion of the Property upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do agree as follows.

1

 In consideration of the payment of One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00) paid by the Optionee to the Optionor(s) (the "Option

Revised: June 2016

Consideration"), the receipt of which is hereby acknowledged by the Optionor(s), the Optionor(s) hereby grants to the Optionee an exclusive and irrevocable option to lease a portion of the Property upon the terms and conditions hereinafter set forth (the "Option") for a period of eighteen (18) months, commencing on the date of full execution (the "Option Period"), as set forth in Paragraph 5 thereof.

- 2. The parties hereto anticipate that the portion of the Property which is the subject of this Option will comprise approximately a **One Hundred Foot by One Hundred Foot** area, together with a right of way across the Property for the purposes of ingress and egress throughout the term of the lease. The Optionee shall obtain an accurate survey of the portion of the Property to be leased by it by a registered land surveyor licensed in the Commonwealth of Kentucky at the sole expense of the Optionee. A copy of the survey shall be provided to the Optionor(s). The description of the portion of the Property to be leased by the Optionee, including the right of way, shall be determined by the surveyor and shall hereafter be referred to as the "Leased Premises." The Optionee shall obtain said survey within a reasonable time following the date of the Option Agreement.
- 3. During the term of the Option, the Optionee may enter onto the Property at its own risk to obtain soil samples and to bore soil for the purposes of determining the suitability of the Leased Premises for a communications tower.
- 4. Upon the Optionee's proper exercise of the Option in accordance with Paragraph 5 hereof, the Optionor(s) shall be deemed to have immediately executed, acknowledged and delivered to the Optionee the Lease Agreement contained in Section II hereof. The description of the Leased Premises shall be that determined by the registered land surveyor in accordance with Paragraph 2 hereof.

5. If the Optionee elects to exercise the Option in accordance with the terms hereof, notice of such election shall be deemed sufficient if personally delivered or sent by registered or certified mail, return receipt requested, to the address of the Optionor(s) set forth in Paragraph 14 hereof.

- 6. The Optionor(s) agrees not to sell, lease or offer for sale or lease the Property, or any portion thereof, during the term of this Option or any renewal or extension of the Option.
- 7. In the event the Optionee fails to exercise the Option as set forth herein (unless such failure is due to the discovery of a defect in the Leased Premises or other matter unsatisfactory to the Optionee), the Optionor(s) shall have the right to retain the Option Consideration.
- 8. The Optionee may assign this Option with written consent of the Optionor(s), which consent shall not be unreasonably withheld, and upon any assignment such assignee shall have all the rights, remedies and obligations as if it were the original Optionee hereunder. From and after any such assignment, the term "Optionee" shall refer to such assignee.
- 9. Each party hereto shall bear any and all of its own expenses in connection with the negotiation, execution or settlement of this Option.
- 10. Risk of loss with respect to the Property during the term of this Option and during the term of the lease shall be upon the Optionor(s). If, during the term of the Option, any portion of the Leased Premises shall be acquired by public authority under the right or threat of eminent domain, the Optionee may, at its sole option, either (i) exercise the Option, and in such event, all sums received from the public authority by the Optionor(s) by reason of the taking of a portion of the Leased Premises shall

reduce the rent due under the lease, or (ii) terminate this Option and thereupon the Optionor(s) shall be obligated to return to the Optionee the full amount of the Option Consideration previously paid to the Optionor(s) in "good and collected funds."

- 11. The parties hereto represent to each other that neither has engaged any broker to represent their interests in connection with the transactions contemplated hereby, and each agrees to indemnify the other against any and all claims made by any brokers engaged or purported to be engaged by the other for brokerage commissions or fees in connection with the transactions contemplated hereby.
- 12. The Optionor(s) represents, warrants and covenants to the Optionee that the Optionor(s) has not caused or permitted, and shall not cause or permit, and to the best of Optionor(s) knowledge no other person has caused or permitted any hazardous material (as defined by any applicable federal, state or local law, rule or regulation) to be brought upon, placed, held, located or disposed of at the Leased Premises. In the event any such contamination occurs for which the Optionee becomes legally liable, the Optionor(s) shall indemnify the Optionee against all claims, damages, judgments, penalties and costs and expenses, including reasonable attorneys' fees, which Optionee may incur.
- 13. This Option Agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the Commonwealth of Kentucky.
- 14. For the purposes of giving notice as permitted or required herein, the address of the Optionor(s)shall be: 20845 North Highway 259, Stephensport, KY 40170; the Optionee's address shall be: P.O Box 5012, Elizabethtown, KY 42702-5012. Any inquiry by the Optionor to the Optionee regarding the terms and conditions of the Option Agreement or Lease Agreement, or otherwise related to the Option

- Agreement or Lease Agreement, shall be made in writing and submitted to the attention of the Optionee's Lease Administrator at the above address.
- 15. The Optionee shall have the right, in its sole discretion, to record this Option in the Office of the Clerk of the County Court of <u>Breckinridge</u> County, Kentucky.

#### 11.

#### **LEASE AGREEMENT**

- 16. In the event the Optionce elects to exercise the Option to lease the Leased Premises, the terms of the Lease Agreement ("Lease Agreement" or "Lease") shall become immediately effective upon such exercise and shall be as follows.
  - a. The term of the Lease shall commence on the date that the Optionor(s) receives proper notice that the Optionee has exercised the Option, pursuant to Paragraph 5 therein. The initial term shall expire **five** (5) **year**(s) from the commencement date of the Lease Agreement and shall include six (6) additional five (5)-year terms per the Lease Agreement. Optionee may, by providing written notice at least sixty (60) days prior to the expiration of the original or any renewal Lease term, elect to unilaterally terminate this Lease at the end of any original or renewal Lease term. Such notice must be personally delivered or sent via registered or certified mail, return receipt requested, to the address of the Optionor(s) set forth in Paragraph 14 hereof. The Lease amount shall be adjusted at the end of each term by an increase of 12%.
  - b. The Optionee shall pay to the Optionor(s) rent for the Leased Premises in the sum of <u>Four Thousand Eight Hundred Dollars and Zero Cents</u> (\$4,800.00) yearly, to be paid in advance. All rent payments shall be

personally delivered or mailed to the Optionor(s) at the address set forth in Paragraph 14 hereof. Any check payment of the rent due under the Lease shall be payable to the order of Optionor(s).

- c. The Optionee shall be entitled to use and occupy the Leased Premises for the purpose of erecting, maintaining and operating a communications tower ("Tower") and communications facilities ("Facilities") thereon and for all such other uses as Optionee may, in its sole discretion, deem necessary in connection therewith.
- d. The Optionor(s) hereby grants Optionee easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Paragraph 2) to the Leased Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Leased Premises and the Tower and Facilities at all times during the Initial Term of the Lease and any Renewal Term ("Easement"). The Easements provided hereunder shall have the same term as this Lease.
- e. In the event the Property is encumbered by a mortgage or deed of trust. Optionor(s) agrees, upon request of Optionee, to obtain and furnish to Optionee a non-disturbance and attornment agreement for each such mortgage or deed of trust.
- f. The Optionor(s) shall be responsible for the payment of all real estate taxes which shall be assessed against the Property during the term of the lease. The Optionee shall pay all charges for heat, water, gas, electricity, sewer use charges and any other utility used or consumed on the Leased Premises. The Optionee shall, at its own cost and expense, maintain and keep in full

force and effect during the term of the lease public liability insurance with coverage in the amount of at least one million dollars (\$1.000,000.00) per person for bodily injury, disease, or death and shall maintain property insurance on any property of the Optionee located on the Leased Premises.

- g. The Optionee may assign the lease. The Optionee may sublet all or part of the space on the tower or ground space.
- h. The Optionor(s) covenants that upon the Optionee's payment of the rent agreed upon herein as well as Optionee's observing and performing all of the covenants and conditions contained in the Lease, the Optionee may peacefully and quietly enjoy the Leased Premises subject to the terms and conditions set forth in the Lease.
- i. The Optionee agrees to maintain an access road in a passable manner for the term of the lease.
- j. Optionee's Payment of Taxes, Fees and Assessments. Optionee shall pay directly to the applicable federal, state or local governmental unit or agency ("Governmental Entity") or to Optionor(s) if Optionor(s) is invoiced by such Governmental Entity, all taxes, fees, assessments or other charges assessed by any Governmental Entity directly against Optionee's equipment and/or Optionee's use of the Facilities. Optionee shall also pay to Optionor(s) Optionee's Pro Rata Share of all taxes, fees, assessments or charges including, but not limited to, personal property taxes attributable to Optionee's equipment and antenna(s), municipal franchise fees, use fees, municipal application fees, installation fees and increases thereof. "Pro Rata Share" shall mean the fraction of decimal equivalent of dividing one (1) by the total number of then existing users occupying a tower on the last day of the applicable calendar year.

17. This Option and Lease Agreement contains the entire agreement between the parties hereto and no modification or amendment shall be binding upon any party unless made in writing and signed by each of the parties hereto.

- 18. Upon the termination or other end of this Lease Agreement, Optionee shall have the right to remove any and all of its property (real or personal) from the Leased Premises regardless of whether or not such property may be considered a fixture thereto.
- 19. Upon abandonment of the property, Optionee shall have thirty (30) days to dismantle and remove the Tower and any/all equipment located on Optionor's property.
- 20. Before any interest in Optionor(s)' interest in the Property or Lease, or any part thereof, whether separately or in connection with other property owned by the Optionor(s), is sold, assigned or transferred in any manner whatsoever (with or without consideration), the Optionee shall have a right of first refusal to acquire whatever interest in the Property or Lease that the Optionor(s) proposes to transfer (the "Proposed Transfer"), on the terms and conditions set forth in this Section 20 (the "Right of First Refusal").
  - a. Optionor(s) shall deliver to the Optionee a written notice (the "Notice") stating (i) the name of the proposed purchaser or transferee and the material terms and conditions of the Proposed Transfer, together with a complete copy of any written offer made to the Optionor(s) to acquire any interest in the Property ("Offer").
  - b. At any time within thirty (30) days after receipt of the Notice, the Optionee may, by giving written notice to the Optionor(s)

("Optionee's Notice"), elect to exercise its Right of First Refusal and acquire the interest in the Property or Lease proposed to be transferred pursuant to the Proposed Transfer at the purchase price and on the same terms and conditions as are contained in the Offer. If the Offer includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Optionee in good faith. In the event, Optionee exercises its right to acquire the interest in the Property or Lease, the Optionor(s) shall convey, assign and/or transfer said interest to Optionee free and clear of all liens and encumbrances whatsoever (other than this Lease, which Lease shall remain in effect). All taxes, rents and other assessments applicable to the transferred interest, if any, shall be prorated to the date of closing. The Closing shall occur within thirty (30) days from the date of Optionee's Notice.

c. If the Optionee declines to exercise its Right of First Refusal to acquire the interest in the Property or Lease proposed to be transferred, the Optionor(s) may sell or transfer same in accordance with the terms of the Offer subject, however, to this Lease and the Optionee's rights thereunder.

[Remainder of Page Intentionally Left Blank]

### **EXECUTION OF AGREEMENT(S)**

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

Print Name: John Michael I	Hutchison
----------------------------	-----------

Sign: Her Michael Hutchoon

Date: 11 - 8 - 16

Print Name: Mary Hutchispn

Sign: / / Just Course R

("Optionor(s)")

Property Owner(s)

Kentucky RSA 3 Cellular General

Partnership

Sign:

("Optionee")

Date: 11-21-16

By: Scott W. McCloud Authorized Representative

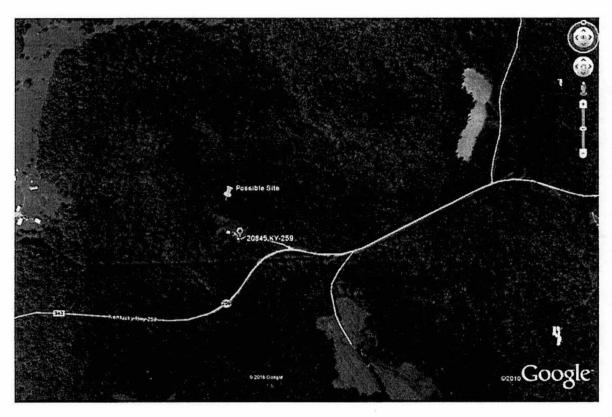
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this $8$ day of $100$ . 20 16
by John Michael Hutchison to be his/her free act and deed.
Marily h. Chille Notary I.
NOTARY PUBLIC STATE AT LARGE 493882
My commission expires: 8.5.17
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this 8 day of 100 . 20 16
by Mary Hutchison to be his/her free act and deed.
(Marily M. Grullu
NOTARY PUBLIC STATE AT LARGE
My commission expires: 8.5.17 Notary I.D. 493882
COMMONWEALTH OF KENTUCKY
COUNTY OF HARDIN
The foregoing instrument was acknowledged before me this 21 day of November. 20 fle.
by, Scott W. McCloud, as Authorized Representative on behalf of Kentucky RSA 3 Cellular General
Partnership, to be his free act and deed.
NOTARY PUBLIC STATE AT LARGE
My commission expires: 1-21-17
This instrument prepared by:
SNA ON
John R. Rhorer, Jr.

DINSMORE & SHOHL LLP 250 West Main Street, Suite 1400 Lexington, KY 40507 (859) 425-1000

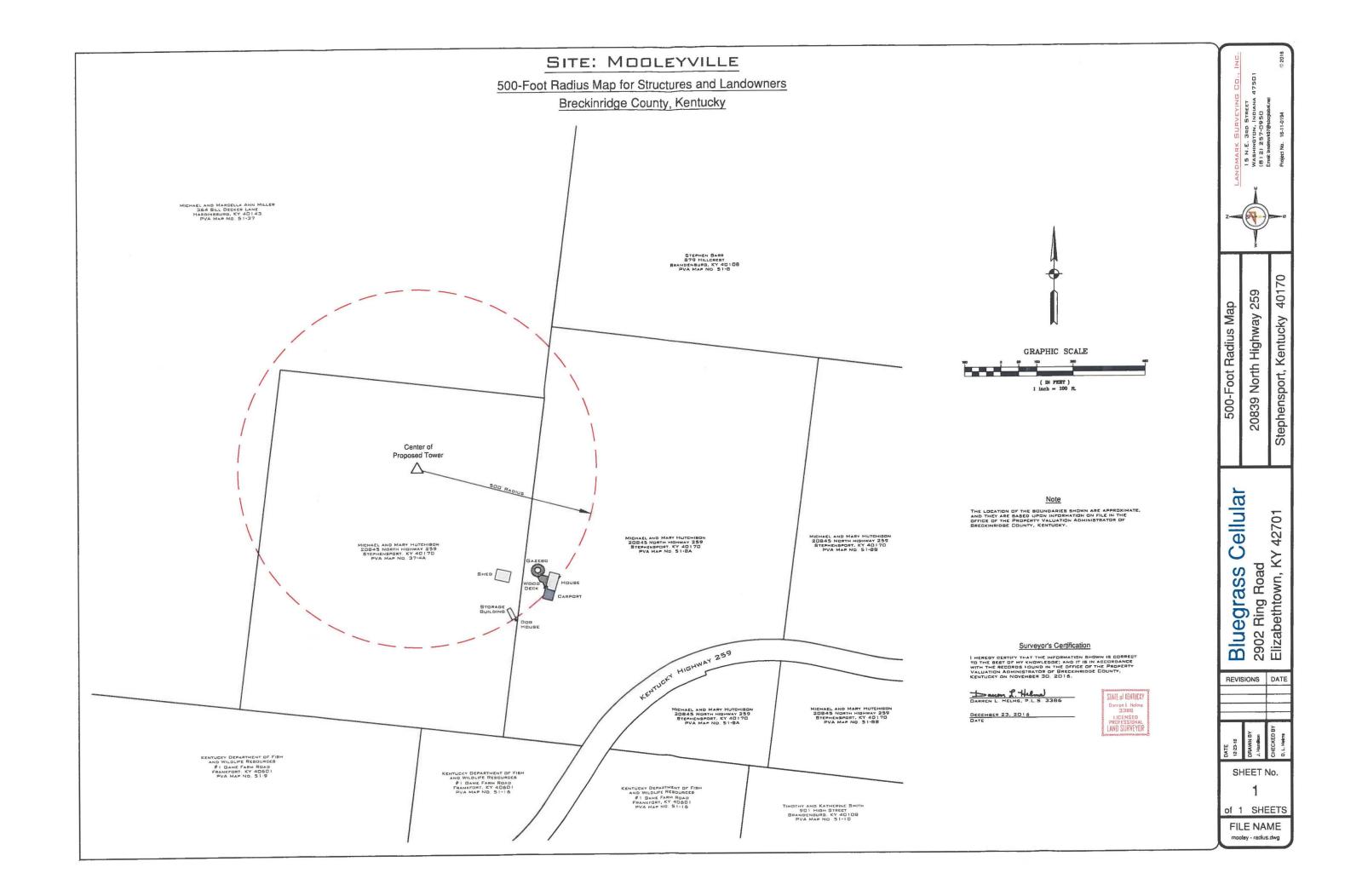
Revised: Sept 2016

10692043v1

### EXHIBIT 'A'



38-1-13.67, 86-29-37.49 W



#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

#### In the Matter of:

APPLICATION OF KENTUCKY RSA #3	)
CELLULAR GENERAL PARTNERSHIP FOR	)
APPROVAL TO CONSTRUCT AND OPERATE A NEW	) CASE No. 2018-00062
CELL FACILITY TO PROVIDE CELLULAR RADIO	)
SERVICE (MOOLEYVILLE) IN RURAL SERVICE	)
AREA #3 (BRECKINRIDGE COUNTY) OF THE	)
COMMONWEALTH OF KENTUCKY	)

#### AFFIDAVIT OF FELIX H. SHARPE

- I, Felix H. Sharpe, being duly sworn, depose and state as follows:
- I. My name is Felix H. Sharpe and I am a member of the Kentucky Bar Association.

  I am legal counsel to Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular and am submitting this affidavit in conjunction with the above referenced matter.
- 2. In order to demonstrate compliance with 807 KAR 5:063 §1(1)(1) & (m), Exhibit 1 identifies, with the exception of the individual identified in paragraph 4, the names of the residents/tenants and property owners within 500 feet of the proposed tower who have been: (i) notified by written notice of the proposed construction, sufficient postage prepaid, by United States Certified Mail, return receipt requested; (ii) given the Commission docket number under which the application will be processed; and (iii) informed of the right to request intervention.
- 3. Attached as Exhibit 2 is a copy of the United States <u>Certified Mail</u> return receipt requested that demonstrates proof of service of the written notice of the proposed construction upon: (1) Michael and Mary Hutchison; (2) Stephen Barr; (3) Timothy and Katherine Smith; and (4) Kentucky Department of Fish and Wildlife.
- 4. Service of the written notice of the proposed construction was attempted upon Michael and Marcella Ann Miller, (see Exhibit 1) via United States <u>Certified Mail pursuant</u> to

807 KAR 5:063 §1(1)(1) & (m). Michael and Marcella Ann Miller were not served with a copy of the written notice of the proposed construction via United States Certified Mail. In addition, the notice of the proposed construction that was sent via United States Certified Mail was returned unserved, "Unclaimed/Being Returned to Sender." (See Exhibit 3) Therefore, another copy of the written notice of the proposed construction was sent to Michael and Marcella Ann Miller, LLC via Federal Express and United States First Class Mail. Michael and Marcella Ann Miller were served via Federal Express on Wednesday, March 14, 2018 (See Exhibit 4.)

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COMMONWEALTH OF KENTUCKY

)SS:

COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN to before me this 23day of March, 2018

My commission expires: 3/

12441415v1

### Landmark Surveying Co., Inc.

Darren L. Helms, P.L.S., PRESIDENT Dennis N. Helms, P.L.S., VICE PRESIDENT



15 N.E. 3rd Street
Washington, Indiana 47501
Phone: 812-257-0950
Fax: 812-257-0953
Email: landmark97@sbcglobal.net

### Landowner and Adjacent Landowner List

#### Mooleyville Site

Michael and Mary Hutchison 20845 North Highway 259 Stephensport, KY 40170

Stephen Barr 879 Hillcrest Brandenburg, KY 40108

Michael and Marcella Ann Miller 364 Bill Decker Lane Hardinsburg, KY 40143 Timothy and Katherine Smith 901 High Street Brandenburg, KY 40108

Kentucky Department of Fish and Wildlife Resources #1 Game Farm Road Frankfort, KY 40601

Darren L. Helms, P.L.S. 3386

DEC. 23, 2016

Date

STATE OF KENTUCKY

DARREN L. HELMS

3386

LICAMBED
PROFESSIONAL

LAND SURVEYOR

Michael and Mary Hutchison 20845 North Highway 259 Stephensport, Kentucky 40170

Kentucky RSA #3 Cellular General Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 20 years.

Kentucky RSA #3 Cellular General Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cellular facility to provide cellular telephone service. This facility will include a 240 foot tower and an equipment shelter to be located at 20839 North Highway 259, Stephensport, Breckinridge County, Kentucky, 40170. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00062 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at www.myblueworks.com)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>1. Article Addressed to:</li> <li>Michael A Mary Hutchison</li> <li>20845 N. Hishway 259</li> </ul>	A. Signature  X	n item 1? Yes
9590 9403 0728 5196 2004 76	3. Service Type  ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery	☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail™☐ Registered Mail Restricte Delivery☐ Return Receipt for Merchandise
2. Article Number (Transfer from service label) 7016 3010 0001 0172 7576	Collect on Delivery Restricted Delivery Insured Mail Insured Mail Restricted Delivery (over \$500)	☐ Signature Confirmation ☐ Signature Confirmation ☐ Restricted Delivery

Stephen Barr 879 Hillcrest Brandenburg, Kentucky 40108

Kentucky RSA #3 Cellular General Partnership is a Kentucky general partnership that markets its services as Bluegrass Cellular. Bluegrass Cellular has been serving Central Kentucky with wireless communications services for over 20 years.

Kentucky RSA #3 Cellular General Partnership is applying to the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cellular facility to provide cellular telephone service. This facility will include a 240 foot tower and an equipment shelter to be located at 20839 North Highway 259, Stephensport, Breckinridge County, Kentucky, 40170. A map showing the location is attached.

The Commission invites your comments regarding this proposed construction. Also, the Commission wants you to be aware of your right to intervene in this matter. Your comments and request for intervention should be addressed to:

Executive Director's Office
Public Service Commission of Kentucky
P.O. Box 615
Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00062 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at <a href="https://www.myblueworks.com">www.myblueworks.com</a>)

and the same of the same	jen le susteador	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>1. Article Addressed to:</li> <li>Stephen Barr</li> </ul>	A. Signature  X VIVI G.  B. Received by (Printed Name)  KRISTA CARVER  D. Is delivery address different from If YES, enter delivery address in	
879 Hillorest Branden burgi KY 40108 9590 9403 0728 5196 2004 69	3. Service Type  Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricte Delivery ☐ Return Receipt for
2 Article Number (Transfer from service label) 7016 3010 0001 0172 7583 PS Form 3811, April 2015 PSN 7530-02-000-9053	☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	Merchandise  Signature Confirmation  Signature Confirmation Restricted Delivery  Domestic Return Receipt

Timothy and Katherine Smith 901 High Street Brandenburg, Kentucky 40108

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Executive Director's Office Public Service Commission of Kentucky P.O. Box 615 Frankfort, Kentucky, 40602.

Please refer to Case Number 2018-00062 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at <a href="www.myblueworks.com">www.myblueworks.com</a>)

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> </ul>	A. Signature  X  B. Received by (Printed Name)  PATRICIA Small  D. Is delivery address different from	☐ Agent ☐ Addressee ☐ C. Date of Delivery
Timothy & Katherine Smith 901 High Street Brandenburg, KY 40108	If YES, enter delivery address	
9590 9403 0728 5196 2004 45	3. Service Type  ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Deliver ☐ Return Receipt for Merchandlse
2 Article Number (Transfer from service label)	☐ Collect on Delivery Restricted Delivery ☐ Insured Mail	☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

Kentucky Department of Fish And Wildlife Resources #1 Game Farm Road Frankfort, Kentucky 40601

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Please refer to Case Number 2018-00062 in your correspondence.

Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at www.myblueworks.com)

# **USPS** Tracking<sup>®</sup>

FAQs > (http://faq.usps.com/?articleId=220900)

### Track Another Package +

Tracking Number: 70163010000101727521

Your item was delivered at 7:10 am on February 19, 2018 in FRANKFORT, KY 40601.

Pebruary 19, 2018 at 7:10 am
Delivered
FRANKFORT, KY 40601

Get Updates 

Text & Email Updates

Tracking History

Product Information

#### See Less ∧

### Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)

### The easiest tracking number is the one you don't have to know.

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- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions<sup>™</sup> for your mail carrier.

#### Sign Up

### (https://reg.usps.com/entreg/RegistrationAction\_input?

\*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed appropriately and the company of the company

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(https://www.usps.com/globals/s	it#http://about.usps.com/news/weld	c(nttp.st//p)ostalinspectors.uspis.go	owl/jghlights.htm)
index.htm)	USPS Service Updates	Inspector General	Terms of Use
FAQs (http://faq.usps.com/)	(http://about.usps.com/news/serv	rithettp://www.uspsoig.gov/)	(http://about.usps.com/termsofuse.htm)
	alerts/welcome.htm)	Postal Explorer	FOIA
	Forms & Publications	(http://pe.usps.gov/)	(http://about.usps.com/who-we-
	(http://about.usps.com/forms-	National Postal Museum	are/foia/welcome.htm)
	publications/welcome.htm)	(http://www.postalmuseum.si.edu	/No FEAR Act EEO Data
	Government Services	Resources for Developers	(http://about.usps.com/who-we-
	(https://www.usps.com/gov-	(https://www.usps.com/webtools/	/www.htm)ct/welcome.htm)
	services/gov-services.htm)		
	Careers		
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(https://www.youtube.com/usps)

Michael and Marcella Ann Miller 364 Bill Decker Lane Hardinsburg, Kentucky 40143

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Bluegrass Cellular welcomes the opportunity to serve and provide wireless service in your community! (For more information, please check us out online at <a href="https://www.myblueworks.com">www.myblueworks.com</a>)

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FAQs > (http://faq.usps.com/?articleId=220900)

### Track Another Package +

racking N	umber: 70163010000101727552	Remove X
	ald not be delivered on March 2, 2018 at 10:21 am in the required number of days and is being returned to	
<b>Alert</b> March 2, 2018 a		
HARDINSBURG	ng Returned to Sender G, KY 40143	
Text & Em	ail Updates	^
Select what	types of updates you'd like to receive and how. Send r	ne a notification for:
Text	Email	
	All Below Updates	
	Expected Delivery Updates ①	
	Day of Delivery Updates (i)	
	Package Delivered (i)	
	Available for Pickup ①	How can I help you?

3/12/2018	USPS.com® - USPS Tracking® Results	
	Delivery Exception Updates ①	
	Package In-Transit Updates (i)	
Trackir	ng History	~
Produc	ct Information	~

See Less ^

### Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)

The easiest tracking number is the one you don't have to know.

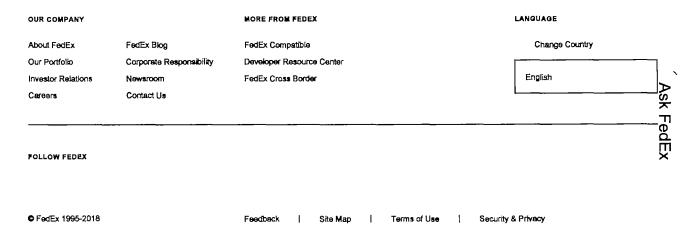
Shipping Tracking Printing Services Locations Support Sign In

#### **IMPORTANTI**

FedEx is closely monitoring the winter storms across the Northeastern region of the U.S. Learn More

### FedEx \* Tracking

780020211137	7		
Ship date:			Actual delivery:
Tue 3/13/2018			Wed 3/14/2018 1:20 pm
LOUISVILLE, KY US		Delivered Signature not required	HARDINSBURG, KY US
Travel History			
Date/Time	Activity		Location
<b>=</b> 3/14/2018 - 1	Wednesday		
1:20 pm	Delivered		Harr, KY
		ered to recipient address - release auth	
9:24 am	On FedEx vehicle for delivery		ELIZABETHTOWAL K
8:50 am	At local FedEx facility		ELIZABETHTOWN, K
<b>=</b> 3/13/2018 - 1	Tuesday		
10:20 pm	At destination sort facility		LOURSMILLE, KY
10:05 pm	Left FedEx origin facility		LOUISVILLE, KY
5:29 pm	Picked up		LOUISVILLE, KY
8:49 am	Shipment information sent to F	edEx	
Shipment Facts	•		
Tracking Number	780020211137	Service	FedEx Priority Overnight
Weight	0.5 lbs / 0.23 kgs	Delivered To	Residence
Total pieces	1	Total shipment weight	0.5 lbs / 0.23 kgs
Terms	Shipper	Shipper reference	21963.41
Packaging	FedEx Envelope	Special handling	Deliver Weekday, Residential
Standard transit	3/14/2018 by 4:30 pm	section	Delivery



### **INGLE, KERRY**

From:

TrackingUpdates@fedex.com

Sent:

Wednesday, March 14, 2018 2:23 PM

To:

INGLE, KERRY

Subject:

FedEx Shipment 780020211137 Delivered



## Your package has been delivered

Tracking # 780020211137

Ship date:

Tue, 3/13/2018

Kerry W. Ingle

**DINSMORE & SHOHL** 

LLP

LOUISVILLE, KY 40202

US

Delivery date:

Wed, 3/14/2018

1:20 pm

Michael and Marcella

Ann Miller

364 Bill Decker Lane

HARDINSBURG, KY

40143 US

## **Shipment Facts**

Our records indicate that the following package has been delivered

Tracking number:

780020211137

Status:

Delivered:

03/14/2018 1:20 PM

Delivered

Signed for By. Signature not required

Reference:

21963 41

Signed for by:

Signature not

required

**Delivery location:** 

Har, KY

Delivered to:

Residence

Service type:

FedEx Priority

Overnight

Packaging type:

FedEx Envelope

Number of pieces:

1

Weight:

0.50 lb.

Special

Deliver Weekday

handling/Services:	
	Residential Delivery
Standard transit:	3/14/2018 by 4:30 pm
Frease do not an pend to this in report was generalise at approximate	essage. This email was sent from an unattended mailbox. This elv 1 22 PM CDT on 03/14/2018.
All weights are estimated	
To track the latest status of your ship	oment, click on the tracking number above.
selected service, destination and shi	the package is scheduled to be delivered by, based on the plate. Limitations and exceptions may apply. Please see the conditions of service, including the FedEx Money-Back ustomer Support representative.

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Thank you for your business

## Legal Counsel.

## Dinsmôre

DINSMORE & SHOHL LP
101 South Fifth Street A Sulte 2500 A Louisville, KY 40202
www.dinsmore.com

Kerry W. Ingle 502-540-2354 (Direct Dial) kerry.ingle@dinsmore.com

February 12, 2018

Via Certified Mail
Honorable Maurice Lucas
Breckinridge County Judge Executive
111 2nd Street
Hardinsburg, Kentucky 40143

Application of Kentucky RSA #3 Cellular General Partnership d/b/a Bluegrass Cellular for a Certificate of Public Convenience and Necessity to construct a new cellular facility to be located at 20839 North Highway 259, Stephensport, Breckinridge County, Kentucky, 40170, before the Public Service Commission of the Commonwealth of Kentucky, Case No. 2018-00062

Judge Lucas:

Re:

Kentucky RSA #3 Cellular General Partnership is applying to the Public Service Commission of Kentucky (the Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new cellular facility to provide cellular telephone service. This facility will include a 240 foot tower and an equipment shelter to be located at 20839 North Highway 259, Stephensport, Breckinridge County, Kentucky, 40170. A map showing the location of the proposed new facility is enclosed.

The Commission invites your comments regarding the proposed construction. You also have the right to intervene in this matter.

Your comments and request for intervention should be addressed to: Executive Director's Office, Public Service Commission, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to Case No. 2017-00046 in your correspondence.

Very Truly Yours,

INSMORE\& SHOHL LLP

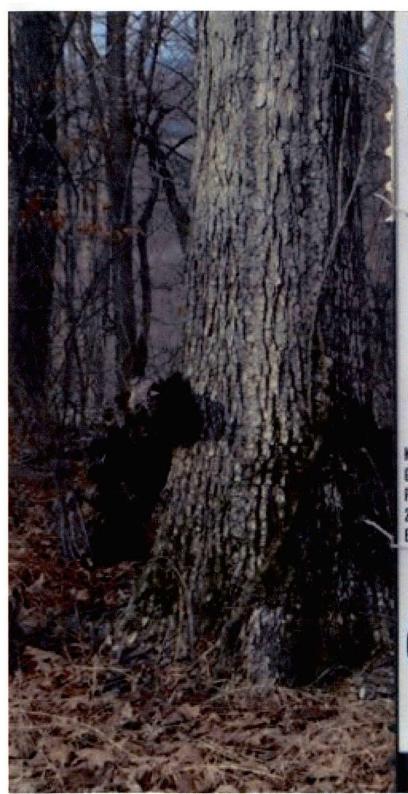
Paralegal

Enclosure

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY	
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>1. Article Addressed to:</li> </ul>	A. Signature  X. B. Received by (Printed Name)  Oussalt blow  D. Is delivery address different from		
Hon. Maurice Cucas Breckingidge County Judge Exec. 111 2 nd Street	If YES, enter delivery address below: No		
9590 9403 0728 5196 2004 21	3. Service Type  Adult Signature Adult Signature Restricted Delivery Certified Mail® Certified Mail Restricted Delivery Collect on Delivery  Collect on Delivery	□ Priority Mail Express® □ Registered Mail™ □ Registered Mail Restricted Delivery □ Return Receipt for Merchandise	
2. Article Number (Transfer from service lebel) 7015 1520 0000 8070 9364	☐ Collect an Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	







# **PUBLIC NOTICE**

Kentucky RSA #3 Cellular General Partnership proposes to construct a cellular communications

# TOWER

on this site. If you have any questions please contact:

Kentucky RSA #3 Cellular General Partnership P. O. Bux 5012 2902 Ring Road Elizabethtown, KY 42701

Executive Director,
The Public Service Commission
211 Sower Boolevard
P. O. Box 615
Frankfort, KY 40602

Please refer to P.S.C.

Case #2018-00062
in your correspondence.





## The Breckinridge Herald-News, Inc.

P.O. Box 31 • 120 Old Hwy 60 East Hardinsburg, KY 40143 Telephone: 270.756.2109 • Fax: 270.756.1003

February 27, 2018

#### AFFIDAVIT OF PUBLICATION

I, Angelia Wheatley, hereby certify that I am the manager of *The Breckinridge Herald-News*, a newspaper published in the State of Kentucky, County of Breckinridge, and having a bona fide circulation in Breckinridge County, Kentucky.

I certify that the advertisement "Cellular General Partnership Tower in Stephensport", for Dinsmore & Shohl LLP is a true copy of the said notice and was published in *The Breckinridge Herald-News* on Wednesday, February 14 and 21, 2018.

By Angelea Hheatley

The Breckinridge Herald-News

Subscribed and sworn to before me this October 20, 2017

My Commission expires: August 22, 2020.

Notary Public

Breckinridge County, Kentucky

P. O. Box Roderick Byron

Busy Hardinsburg office seeking full-time

### **Customer Service** Representative

Organized and dependable person with good phone and communication skills desired. Strong computer skills a plus.

Send resume to: PO Box 197, Harned, KY 40144 or email to hburgjobforyou@gmail.com

Friendly, team-oriented general dentist office seeking

## **Part-time Hygienist**

Local anesthesia preferred. Knowledge of Dentrix and digital radiography a plus.

P.O. Box 429 Hardinsburg, KY 40143

## **Help Wanted:**

Professional individual with excellent customer service skills needed for office in Hardinsburg. Computer experience preferred but will train right person. Position is part time at 28 hours a week, salary dependent on experience. Call 270-945-5858 for any questions, email resume to: awheatleythn@bbtel.com.

## Mechanic

**Full Time** 

**Great Pay Paid Vacation Paid Holidays** 

Contact for information to apply

#### BIG OTIRES

1016 Old Hwy 60 Hardinsburg, KY 40143 270-756-6211

**Full Time** 

Experience Preferred May Train

**Paid Vacation Paid Holidays** Benefits

Apply in person

### BIG OTIRES

1016 Old Hwy 60 Hardinsburg, KY 40143 270-756-6211

#### **Notice**

Kentucky RSA #3 Cellular General Partnership is applying to the Public Service Commission of Kentucky for a Certificate of Public Convenience and Necessity to construct and Operators a new facility to provide cellular radio operate a new facility to provide cellular radio telecommunications service in rural service area #3 of the Commonwealth of Kentucky (Mooleyville Cell Site). The facility is a 240 tower and an equipment shelter to be located at 20839 North Highway 259, Stephensport, Breckinridge County, Kentucky, 40170. Your comments and requests for intervention should be addressed to: Executive Director's Office, Public Service Commission, Post Office Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602. Please refer to Case No. 2018-00062 in your correspondence.

## Clark Beverage

is now hiring

Full-time/Part-time

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#### WE BUY LAND or Farms We pay cash 270-668-4035 MW

www.mwlandforsale.com

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1,2,3 bedroom apartments. Potential FREE rent for people that qualify



Please call for appointment.

Weatherholt Hills **Apartments** 

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## Seasonal work

- Safety oriented
- · Ag experience preferred but not required
- Valid Drivers License- CDL a plus
- Must be able to pass background/drug tests

Apply @ 7410 Hwy 60, Ekron, KY Ask for Ben

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 Please read your first incorrect week . The publisher assumes no financial responsibility for errors nor for omiss to advertise "any preference, limítation, or discrimination because of race, color, religion, sex, discrimination." State law forbids discrimination based on these factors. We will not knowingly that all dwellings advertised are available on equal opportunity basis. We reserve the right to the quality of work of classified advertisers and recommends that you check references prior tion should be reported to the Better Business Bureau . The Herald-News reserves the right advertisement through no fault of the advertiser or its agents, the liability of The Herald-News



# ews Get Results.

FOR HAY SALE Big bales 5x6 grass hay, baled with John Deere available - orchard grass and alfalfa 547-8419.

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## 145 **Real Estate**

baler, stored inside 60 Acres Dyer square bales, also Area. All wooded, priced to sell. \$1700 per acre. ky-landco.com mix, second and **www.ky-landco.** 270-547-4222 or third cutting. 270- **com** 270-547- 1-866-865-5263. 4222 or 1-866-865-5263.

> 3 BED, 2 BATH single wide in Irhas county wa- ing site. \$15,900, ter, near the new \$1,900 dn. www. school. \$49,900, ky-landco.com ky-landco.com 270-547-4222 or 270-547-4222 or 1-866-865-5263. 1-866-865-5263.

> 2 ACRES in Garfield. Mostly open, has small building. Only \$12,900. FOR RENT - Brand \$900 dn. www. ky-landco.com 270-547-4222 or 1-866-865-5263.

## 4.8 Acres near Dyer on Hwy 86

Blacktop Rd frontage, county water, electric, open & wooded. \$28,900, \$1,900 dn. www. 1-866-865-5263.

ACRES on High Plains. All county open, water elecvington on 1 acre, tric. Great build-\$4,900 dn. www. to view picture.

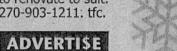
## 150 **For Rent**

new commercial property. New construction, occupied, 1400 sq ft. Will be willing to renovate to suit. 270-903-1211: tfc.

FOR RENT Bed brick home, full basement, big kitchen, in country. 270-617-2235. Burke 5-8p.

391 Ballpark Rd Hardinsburg 2k Sq Ft Commercial Building For Lease Will Remodel to Suit Call 270-617-4537

For Rent- 2 and 3 bd mobile homes in Country Living Estates MHP Garfield KY. Starting at \$525/month. Very clean and up-todate homes. Move in ready! Call for your showing 270-594-1000. 8-11p.



## he Newspaper

#### Notice

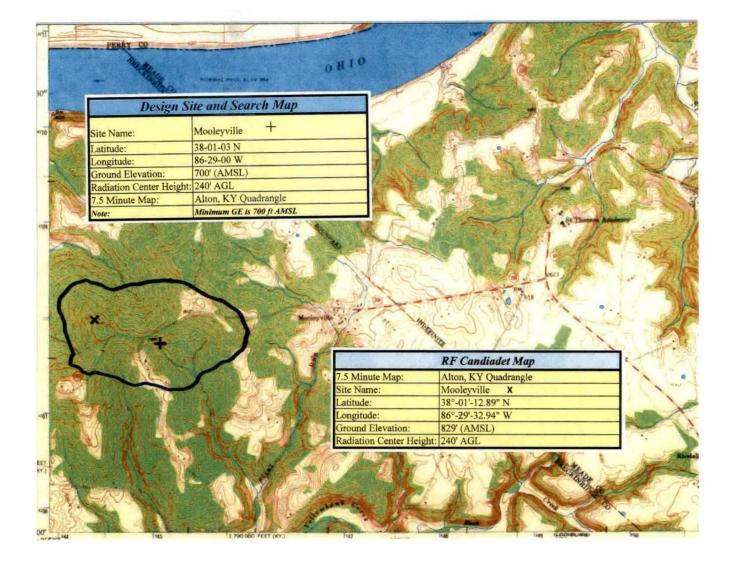
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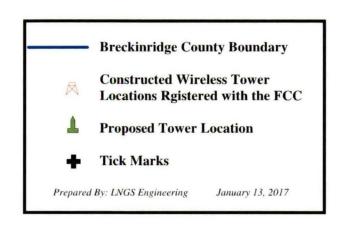
For Sale by Sealed Bid: 2004 Ford F-150 4x4 Extended Cab 196,000 miles

Bids must be submitted by February 21, 2018 at 12 noon to First State Bank, PO Box 319, Hardinsburg, KY 40143. Final decision on bid acceptance rests with the bank. We reserve the right to reject any and all bids. Contact the bank for more information at 270-756-2175.

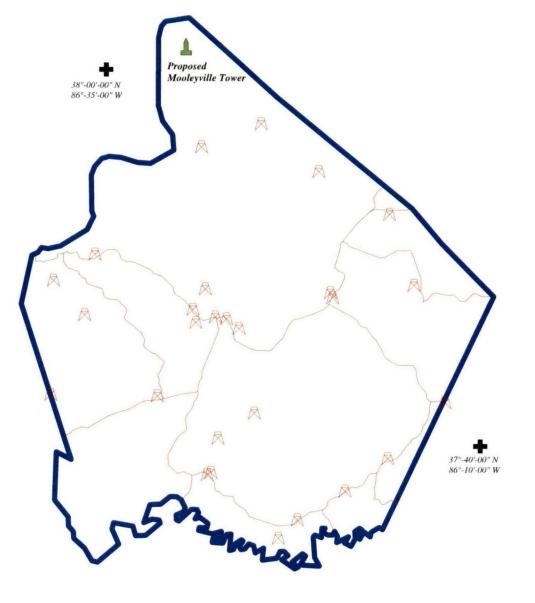
Putting You First Keeps Us First With You







miles



## Information on Towers Registered with the FCC in Breckinridge County and 1/2 Mile Area Outside of the County Boundary

FCC Tower Reg. No.	North Latitude	West Longitude	City, State	Tower Owner
1025097	37-40-25.2 N	86-27-31.7 W	Hardinsburg, KY	Crown Castle South LLC
1039667	37-47-15 N	86-29-12 W	Hardinsburg, KY	Texas Gas Transmission, LLC
1031873	37-38-30 N	86-28-15 W	Kingswood, KY	KENTUCKY RSA #3 CELLULAR GENERAL PARTNERSHIP
1042282	37-46-14.2 N	86-26-6.9 W	Hardinsburg, KY	BRECKINRIDGE BROADCASTING CO INC
1043043	37-47-53 N	86-19-51 W	Garfield, KY	KENTUCKY RSA 3 CELLULAR GENERAL PARTNERSHIP DBA = BLUEGRASS CELLULAR
1043429	37-57-6.1 N	86-24-38.3 W	Union Star, KY	Crown Castle South LLC
1043452	37-37-37.8 N	86-19-2 W	McDaniels, KY	American Towers, LLC.
1043896	37-52-17.8 N	86-16-3.5 W	Irvington, KY	Skytower Communications-94.3, LLC
1044834	37-39-21 N	86-16-11 W	Constantine, KY	KENTUCKY, COMMONWEALTH OF DBA = KY EMERGENCY WARNING SYSTEM KEWS
1050174	37-42-44 N	86-38-42 W	Fordsville, KY	Telava Wireless, Inc.
1050176	37-48-32 N	86-14-25 W	Bewleyville, KY	Telava Wireless, Inc.
1061965	37-46-51 N	86-27-42 W	Hardinsburg, KY	BRECKINRIDGE, COUNTY OF
1200734	37-54-35 N	86-20-47 W	Webster, KY	Big Rivers Electric Corporation
1200744	37-46-34 N	86-29-0 W	Hardinsburg, KY	Big Rivers Electric Corporation
1200816	37-46-57.8 N	86-36-26.3 W	Mattingly, KY	The Cromwell Group, Inc.
1214128	37-36-6.2 N	86-22-12.9 W	McDaniels, KY	Radio Station WBFI - Bethel Fellowship, Inc.
1215268	37-48-20.2 N	86-22-22.4 W	Hardinsburg, KY	Crown Castle South LLC
1242951	37-50-10.4 N	86-35-44.7 W	Cloverport, KY	Kentucky RSA #3 Cellular General Partnership
1245605	37-48-47.7 N	86-38-31.5 W	Breckinridge, KY	AT&T Mobility Spectrum LLC
1261014	37-46-45.5 N	86-26-56.5 W	Hardinsburg, KY	Big Rivers Electric Corporation
1262107	37-41-44.8 N	86-25-6.2 W	Harned, KY	Kentucky RSA #3 Cellular General Partnership
1264212	37-42-18.4 N	86-12-20.7 W	Cecilia, KY	Kentucky RSA 4 Cellular General Partnership
1268315	37-35-8.1 N	86-12-20.7 W	Leitchfield, KY	SBA Monarch Towers II, LLC
1270783	37-48-8.3 N	86-20-0.2 W	Irvington, KY	SBA Monarch Towers II, LLC
1272916	37-42-39.3 N	86-31-34.6 W	McQuady, KY	Kentucky RSA #3 Cellular General Partnership
1274759	37-38-36.3 N	86-27-59.9 W	Hardinsburg, KY	SBA Monarch Towers II, LLC
1291561	37-55-53.1 N	86-28-37.7 W	Stephensport, KY	American Towers, LLC.