OCT 19 2018

## COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF	)
NEW CINGULAR WIRELESS PCS, LLC,	)
A DELAWARE LIMITED LIABILITY COMPANY,	)
D/B/A AT&T MOBILITY	)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	) CASE NO.: 2018-00343
CONVENIENCE AND NECESSITY TO CONSTRUCT	)
A WIRELESS COMMUNICATIONS FACILITY	)
IN THE COMMONWEALTH OF KENTUCKY	)
IN THE COUNTY OF MORGAN	)

SITE NAME: LENVILLE FN

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

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

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

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

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

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

- 6. To address the above-described service needs, Applicant proposes to construct a WCF at 146 Yocum Road, West Liberty, Kentucky 41472 (37°58'48.084" North latitude, 83°18'36.599" West longitude), on a parcel of land located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Ray and Marie Engle pursuant to a Deed recorded at Deed Book 98, Page 458 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.
- 7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.
- 8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included

## as part of Exhibit B.

- 9. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.
- 10. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.
- 11. Documentation confirming that notice to the Federal Aviation Administration ("FAA") is not required for this site is attached as **Exhibit E**.
- 12. Documentation confirming that a Kentucky Airport Zoning Commission ("KAZC") permit is not required for this site is attached as **Exhibit F**.
- 13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this

exhibit.

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

## illustrated in Exhibit B.

- 20. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been provided with a map of the location of the proposed construction, the PSC docket number for this application, the address of the PSC, and has been informed of his or her right to request intervention. A list of the notified property owners and a copy of the form of the notice sent by certified mail to each landowner are attached as **Exhibit J** and **Exhibit K**, respectively.
- 21. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.
- 22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached

## as part of Exhibit M.

- 23. The general area where the proposed facility is to be located is rural and heavily wooded. There are no existing structures within 500' of the proposed site location.
- 24. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.
- 25. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area.
- 26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

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

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

Telefax: (502) 543-4410

Email: dpike@pikelegal.com

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

Respectfully submitted,

David A. Pike

Pike Legal Group, PLLC

1578 Highway 44 East, Suite 6

Lewid a Relse

P. O. Box 369

Shepherdsville, KY 40165-0369

Telephone: (502) 955-4400

(502) 543-4410 Telefax: Email: dpike@pikelegal.com

Attorney for New Cinqular Wireless PCS, LLC

d/b/a AT&T Mobility

## LIST OF EXHIBITS

A - FCC License Documentation

B - Site Development Plan:

500' Vicinity Map Legal Descriptions

Flood Plain Certification

Site Plan

Vertical Tower Profile

C - Tower and Foundation Design

D - Competing Utilities, Corporations, or Persons List

E - FAA

F - Kentucky Airport Zoning Commission

G - Geotechnical Report

H - Directions to WCF Site

Copy of Real Estate Agreement

J - Notification Listing

K - Copy of Property Owner Notification

Copy of County Judge/Executive Notice

M - Copy of Posted Notices and Newspaper Notice Advertisement

N - Copy of Radio Frequency Design Search Area

## **EXHIBIT A FCC LICENSE DOCUMENTATION**

#### REFERENCE COPY

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



## **Federal Communications Commission**

Wireless Telecommunications Bureau

## RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNKN861	File Number
	Service Cellular
Market Numer CMA451	Channel Block A
Sub-Market	Designator

FCC Registration Number (FRN): 0003291192

Market Name Kentucky 9 - Elliott

<b>Grant Date</b>	Effective Date	<b>Expiration Date</b>	Five Yr Build-Out Date	Print Date
08-30-2011	08-31-2018	10-01-2021		

#### Site Information:

LocationLatitudeLongitudeGround Elevation (meters)Structure Hgt to Tip (meters)Antenna Structure Registration No.538-03-04.7 N082-38-07.3 W292.661.0

Address: 16 Hylton Road (76319)

City: LOUISA County: LAWRENCE State: KY Construction Deadline:

				The state of the s				
Antenna: 1								
Maximum Transmitting ERP in Watts:	140.820					Dita.		
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	131.000	117.600	84.400	96,600	123,000	77.500	118.100	102,400
Transmitting ERP (watts) Antenna: 2	297.900	112.600	11.500	2.900	0.600	0.900	15.800	126.300
Maximum Transmitting ERP in Watts:	140.820			4	Million of A			
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	131.000	117.600	84.400	96.600	123.000	77.500	118.100	102,400
Transmitting ERP (watts)	1.700	37.700	190.100	260.900	55.500	5.900	2.100	0.800
Antenna: 3								
Maximum Transmitting ERP in Watts:	140.820				100	AND		
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	131.000	117.600	84.400	96.600	123.000	77.500	118.100	102,400
Transmitting ERP (watts)	3.300	0.510	1.100	5.400	73.100	255.000	185.800	25.500

#### **Conditions:**

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

Call Sign: KNKN861	File	Number:			Print Date:			
	Longitude 083-07-14.2 W	(m	round Eleveters)	ation	Structure Hg (meters) 59.4	t to Tip	Antenna St Registratio	
VERDOY 2000 00 10 10 10 10 10 10 10 10 10 10 10	: ELLIOTT S	State: KY	Constru	ction De	eadline:			
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Maximum Transmitting ERP in W Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	83.100 69.700	<b>45</b> 91.400 206.800	90 84.000 185.400	135 75.400 206.80		<b>225</b> 40.200 33.900	<b>270</b> 52.600 0.413	315 53.100 12.600
Maximum Transmitting ERP in W Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	atts: 140.820 0 83.100 2.100	<b>45</b> 91.400 0.800	<b>90</b> 84.000 1.700	135 75.400 37.200		<b>225</b> 40.200 257.300	<b>270</b> 52.600 54.700	315 53.100 5.800
	Longitude	40000	ound Elev eters)	ation	Structure Hg (meters)	t to Tip	Antenna St Registratio	
Address: 1050 Cedar Road (763)	083-15-13.4 W 18) ty: MORGAN	33 State: K	8.3 Y Const	ruction	80.8  Deadline:		1043797	
Antenna: 1 Maximum Transmitting ERP in W Azimuth(from true north)	•	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	108.900 73.300	121.700 121.600	96.900 45.200	142.70 32.000	00 137.300	137.300 16.000	142.000 56.900	117.600 113.500
Maximum Transmitting ERP in W Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	atts: 140.820 0 108.900 16.900	<b>45</b> 121.700 82.900	90 96.900 111.800	135 142.70 105.10		225 137.300 29.600	<b>270</b> 142.000 37.300	315 117.600 16.900
Maximum Transmitting ERP in W Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	7atts: 140.820 0 108.900 24.500	<b>45</b> 121.700 18.100	90 96.900 22.500	135 142.70 33.200		225 137.300 98.100	<b>270</b> 142.000 125.400	<b>315</b> 117.600 68.900

Call Sign: KNKN861	File	Number:			Print Date:			
Location Latitude  14 37-18-52.9 N	<b>Longitude</b> 082-30-11.9 W	(m	round Elev neters) 26.1	ation	Structure Hg (meters) 126.2	t to Tip	Antenna St Registratio 1043792	
Address: 2701 Hwy 611 (7632		02	20.1		120.2		1043/92	
City: DORTON County: PI		Constru	ction Dead	llina				
City: BORTON County. FI	KE State: K1	Constru	ction Dead	illie:				
Antenna: 1								
Maximum Transmitting ERP in	Watts: 140 820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	377.200	319.300	339.000	220.60		228.900	306.500	351.000
Transmitting ERP (watts) Antenna: 2	211.300	79.900	8.100	2.100	0.422	0.600	11.200	89.600
Maximum Transmitting ERP in	Watts: 140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	377.200	319.300	339.000	220.60		228.900	306.500	351.000
Antenna: 3	1.200	26.800	134.900	185.10	39.400	4.200	1.500	0.500
Maximum Transmitting ERP in	Watts: 140.820	1820						
Azimuth(from true north) Antenna Height AAT (meters)	0	45	90	135	180	225	270	315
Transmitting ERP (watts)	377.200 2.300	319.300 0.400	339.000 0.800	220.60 3.800	00 163.100 51.900	228.900 180.900	306.500 131.800	351.000 18.100
	2.300	0.400	0.800	3.800	31.900	180.900	131.800	18.100
Location Latitude	Longitude	90057A	round Elev reters)	ation	Structure Hg (meters)	t to Tip	Antenna St Registratio	
17 37-30-04.3 N	082-13-39.2 W	462,000	58.1		43.3		8	
Address: 9066 Phelps 632 Roa		San	AND		15.5			
City: Phelps County: PIKE	, ,	onstructio	on Deadlin	e• 06-09	0-2015			
etty: 1 neips County: 1 nei	State. RT C	onstruction	on Deading	c. 00-03	7-2013			
Antenna: 1			A STATE OF THE PARTY OF THE PAR	The same of				
Maximum Transmitting ERP in	Watts: 140 820			49				
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	444.300	462.300	396.500	295.10	00 344.400	360.200	360.500	415.600
Transmitting ERP (watts) Antenna: 2	89.500	148.600	55.200	39.100		19.600	69.500	138.700
Maximum Transmitting ERP in	Watts: 140.820		4					
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	444.300	462.300	396.500	295.10		360.200	360.500	415.600
Transmitting ERP (watts) Antenna: 3	3.500	28.200	63.900	76.50	0 40.600	6.100	3.500	2.300
Maximum Transmitting ERP in					A STATE OF THE PARTY OF THE PAR	WIELD.		
	Watts: 140.820				ASSESSED	ANGUNA		
Azimuth(from true north)	0	45	90	135	180	225	270	315
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)		<b>45</b> 462.300 0.600	90 396.500 1.300	135 295.10 5.900	00 344.400	225 360.200 278.300	<b>270</b> 360.500 202.800	315 415.600 27.800

Call Sign: KNKN861	File	Number	1		P	rint Date	:	
10	ngitude 2-36-36.2 W	(r	round Elev neters) 51.5	ation	Structure Hg (meters) 120.1	t to Tip	Antenna St Registratio 1052938	
City: LOUISA County: LAWRI	,	e: KY	Constructio	n Dead	line: 06-09-20	15		
Antenna: 1 Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	ts: 140.820 0 152.400 0.900	<b>45</b> 85.400 3.200	<b>90</b> 83.000 49.200	135 117.70 188.30		<b>225</b> 106.400 24.800	<b>270</b> 109.900 2.800	315 114.000 0.700
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	0 152.400 2.800	<b>45</b> 85.400 0.700	<b>90</b> 83.000 0.900	135 117.70 3.200	180 110.900 49.200	<b>225</b> 106.400 188.300	<b>270</b> 109.900 164.700	315 114.000 24.800
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 152.400 198.000	<b>45</b> 85.400 85,900	90 83.000 26.400	135 117.70 14.400		225 106.400 23.400	<b>270</b> 109.900 118.100	<b>315</b> 114.000 179.800
10	ngitude 2-47-54.0 W	(i	Fround Elev neters) 50.8	ation	Structure Hg (meters) 111.6	t to Tip	Antenna St Registratio 1065556	
Address: 892 KY ROUTE 680 WE City: Eastern County: FLOYD	ST (76327) State: KY	Constr	uction Dead	lline: 0	5-09-2015			
Antenna: 1 Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 2	ts: 140.820 0 260.800 172.600	<b>45</b> 269.800 192.500	90 233.600 56.500	135 173.20 31.600		225 238.200 11.700	<b>270</b> 196.700 64.900	315 229.200 192.500
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	ts: 140.820 0 260.800 1.500	<b>45</b> 269.800 34.600	90 233.600 174.600	135 173.20 239.60		225 238.200 5.400	<b>270</b> 196.700 1.900	315 229.200 0.700
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	ts: 140.820 0 260.800 30.000	<b>45</b> 269.800 11.600	90 233.600 15.600	135 173.20 34.20		225 238.200 203.900	270 196.700 230.100	315 229.200 89.000

Call Sign: KNKN861	Fi	le Number:			P	rint Date:	:	
Location Latitude	Longitude	(me	ound Elev eters)		tructure Hg neters)	to Tip	Antenna St Registratio	
20 37-44-50.6 N	083-10-40.2 V		9.5	93	3.0		1245619	
Address: LAUREL BRANC	GIFTON.	,						
City: SALYERSVILLE C	County: MAGOFF	IN State: I	KY Con	struction	Deadline: 0	6-09-2015	5	
Antenna: 1	140,000							
Maximum Transmitting ERP Azimuth(from true north		45	90	135	180	225	270	215
Antenna Height AAT (meters			127.900	92.400	91.300	84.200	91.600	315 104.200
Transmitting ERP (watts)	300.60		11.600	3.000	0.601	0.900	16.000	127.500
Antenna: 2 Maximum Transmitting ERP	ARREST TO A STATE OF THE PARTY							
Azimuth(from true north		45	90	135	180	225	270	315
Antenna Height AAT (meters			127.900	92.400	91.300	84.200	91.600	104.200
Transmitting ERP (watts)	1.700	38.100	191.900	263.300	56.000	6.000	2.100	0.800
Antenna: 3 Maximum Transmitting ERP	in Watter 140 820							
Azimuth(from true north	0	45	90	135	180	225	270	315
Antenna Height AAT (meters	120.000		127.900	92.400	91.300	84.200	91.600	104.200
Transmitting ERP (watts)	3.300	0.514	1.200	5.400	73.800	257.300	187.500	25.700
Location Latitude	Longitude	4000 AD	ound Elev eters)		tructure Hg neters)	to Tip	Antenna St Registratio	
21 37-42-32.6 N	082-57-19.9 V	V 399	9.0	10	04.8		1245637	
111 000 DDW FFF:	DO 1D (7(222)	William Co.	ASSET					
Address: 883 DRY BREAD	) KOAD (76333)		-0700079907					
Address: 883 DRY BREAD City: SALYERSVILLE	County: MAGOFF	IN State: 1	KY Con	struction	Deadline: 0	6-09-2015	5	
		IN State:	KY Con	struction	Deadline: 0	6-09-2015	5	
City: SALYERSVILLE C	County: MAGOFF		KY Con	struction	Deadline: 0	6-09-2015	5	
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north	in Watts: 140.820	45	KY Con	struction	Deadline: 0	6-09-2015 225	270	315
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters	in Watts: 140.820 ) 0 182.700	45 0 243.900	90 204.300	135 203.600	180 166.500	<b>225</b> 160.600	<b>270</b> 190.800	182.200
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north	in Watts: 140.820	45 0 243.900	90	135	180	225	270	
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts)	in Watts: 140.820 0 182.700 162.90	45 0 243.900 0 68.400	90 204.300	135 203.600	180 166.500	<b>225</b> 160.600	<b>270</b> 190.800	182.200
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP Azimuth(from true north	cin Watts: 140.820 10 0 182.700 162.90 2 in Watts: 140.820 10 0	45 0 243.900 0 68.400	90 204.300	135 203.600	180 166.500 0.325	225 160.600 0.400	270 190.800 10.700	182.200 82.100
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters	cin Watts: 140.820 10 0 182.700 162.90 2 in Watts: 140.820 10 0 182.700	45 0 243.900 0 68.400 45 0 243.900	90 204.300 5.600 90 204.300	135 203.600 0.700 135 203.600	180 166.500 0.325 180 166.500	225 160.600 0.400 225 160.600	270 190.800 10.700 270 190.800	182.200 82.100 315 182.200
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP Azimuth(from true north	cin Watts: 140.820 10 0 182.700 162.90 2 in Watts: 140.820 10 0	45 0 243.900 0 68.400	90 204.300 5.600	135 203.600 0.700	180 166.500 0.325	225 160.600 0.400	270 190.800 10.700	182.200 82.100
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP	cin Watts: 140.820 182.700 162.90 2 in Watts: 140.820 1 182.700 2 2.200 2 in Watts: 140.820	45 0 243.900 0 68.400 45 0 243.900 22.700	90 204.300 5.600 90 204.300 121.500	135 203.600 0.700 135 203.600 152.300	180 166.500 0.325 180 166.500 32.100	225 160.600 0.400 225 160.600 2.900	270 190.800 10.700 270 190.800 0.400	182.200 82.100 315 182.200 0.500
Antenna: 1  Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 2  Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 3  Maximum Transmitting ERP Azimuth(from true north	cin Watts: 140.820 1) 0 182.700 162.90 2 in Watts: 140.820 2.200 2 in Watts: 140.820 3 in Watts: 140.820	45 0 243.900 0 68.400 45 0 243.900 22.700	90 204.300 5.600 90 204.300 121.500	135 203.600 0.700 135 203.600 152.300	180 166.500 0.325 180 166.500 32.100	225 160.600 0.400 225 160.600 2.900	270 190.800 10.700 270 190.800 0.400	182.200 82.100 315 182.200 0.500
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 2 Maximum Transmitting ERP Azimuth(from true north Antenna Height AAT (meters Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP	cin Watts: 140.820 10 182.700 162.90 2 in Watts: 140.820 10 182.700 2.200 2 in Watts: 140.820 2 in Watts: 140.820	45 0 243.900 0 68.400 45 0 243.900 22.700	90 204.300 5.600 90 204.300 121.500	135 203.600 0.700 135 203.600 152.300	180 166.500 0.325 180 166.500 32.100	225 160.600 0.400 225 160.600 2.900	270 190.800 10.700 270 190.800 0.400	182.200 82.100 315 182.200 0.500

Call Sign: KNKN861	File	Number:			I	rint Date	:	
22 37-35-16.8 N 083	ngitude 2-22-44.7 W	(m	round Elev leters) 57.8	ation	Structure Hg (meters) 89.9	gt to Tip	Antenna St Registratio 1041887	
Address: 13074 US Hwy 119 Nort City: BENT MOUNTAIN Coun	/	State: KY	Construc	ction D	eadline: 06-09	-2015		
Antenna: 1  Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0 355.900	<b>45</b> 286.300	90 230,800	135 185.9		<b>225</b> 311.000	270 304.700	315 286.000
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	254.100 ts: 140.820 0 355.900 2.800	103.500 45 286.300 39.300	5.400 90 230.800 197.200	1.000 135 185.9 231.7	180 00 246.700	0.900 <b>225</b> 311.000 2.200	16.400 <b>270</b> 304.700 0.500	136.400 315 286.000 0.500
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	ts: 140.820 0 355.900 1.400	<b>45</b> 286.300 0.500	90 230.800 0.500	135 185.9 6.700		225 311.000 242.600	<b>270</b> 304.700 175.700	315 286.000 18.400
	ngitude	(m	round Elev leters)	ation	Structure Hg (meters)	gt to Tip	Antenna St Registratio	
23 37-52-27.2 N 08. Address: 1190 Main St. (101415)	2-32-19.7 W	33	38.3		86.9		1041882	
City: INEZ County: MARTIN	State: KY	Constru	ction Dead	line: 0	6-09-2015			
Antenna: 1  Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters)	0	45	90	135	180	225	270	315
Transmitting ERP (watts) Antenna: 2	184.200 145.500	141.700 61.100	139.700 5.000	143.1 0.600		122.300 0.300	163.300 9.500	180.300 73.300
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	ts: 140.820 0 184.200 2.000	<b>45</b> 141.700 20.300	90 139.700 108.500	135 143.1 136.1		225 122.300 2.600	<b>270</b> 163.300 0.400	315 180.300 0.500
Maximum Transmitting ERP in Wat Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	ts: 140.820 0 184.200 1.300	<b>45</b> 141.700 0.300	90 139.700 0.300	135 143.1 4.900		225 122.300 136.100	<b>270</b> 163.300 103.400	315 180.300 11.200

Call Sign: KNKN861 File Number: Print Date:

	Latitude	Longitude		round Elev leters)	ation	Structure Hg (meters)	t to Tip	Antenna St Registratio	
25	37-49-02.0 N	082-33-35.9 W	31	5.8		107.0		1002325	
Address:	1027 BLACKBERI	RY ROAD (76322)							
City: INE	Z County: MAR	TIN State: KY	Constru	ction Dead	line: 06	-09-2015			
Azir Antenna H	Transmitting ERP i muth(from true north) Height AAT (meters) ting ERP (watts)	n Watts: 140,820 0 182,200 128,200	<b>45</b> 155.000 170.000	<b>90</b> 148.600 191.900	135 122.00 74.200		<b>225</b> 130.900 9.700	270 142.000 13.000	315 160.500 28.500
Azir Antenna H	Transmitting ERP i muth(from true north) Height AAT (meters) ting ERP (watts)	n Watts: 140.820 0 182.200 0.321	<b>45</b> 155.000 9.800	90 148.600 54.100	135 122.00 160.50		225 130.900 160.500		315 160.500 26.300
Antenna H	Transmitting ERP i muth(from true north) Height AAT (meters) ing ERP (watts)	n Watts: 140.820 0 182.200 114.300	<b>45</b> 155.000 32.800	90 148.600 24.200	135 122.00 9.000	180 112.300 13.100	<b>225</b> 130.900 87.200	<b>270</b> 142.000 175.000	315 160.500 182.200

### **Control Points:**

Control Pt. No. 1

Address: 1650 Lyndon Farms Court

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

Control Pt. No. 2

Address: 707 CONCORD ROAD

City: KNOXVILLE County: State: TN Telephone Number:

#### Waivers/Conditions:

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

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

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## **Federal Communications Commission**

## Wireless Telecommunications Bureau

#### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLF251	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 06-02-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	A 1997 1997 1997 1997 1997 1997 1997 199	el Block A	Sub-Market Designator 15
	<b>Market</b> Louisville-Lexir		
st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

#### **Conditions:**

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

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

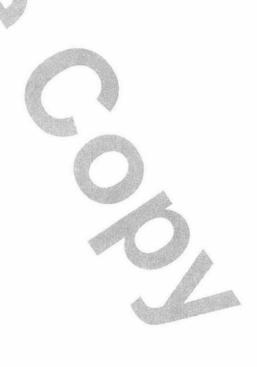
Call Sign: KNLF251 File Number: Print Date:

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

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

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

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



Call Sign: KNLF251

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market

Market Name

**Buildout Deadline** 

**Buildout Notification** 

Status

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## **Federal Communications Commission**

## Wireless Telecommunications Bureau

### RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH398	File Number
Radio	Service
CW - PCS	Broadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-14-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA252	Chann	el Block	Sub-Market Designator
	Market Lexingto		
st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

### Conditions:

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

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

Call Sign: KNLH398

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market

Market Name

**Buildout Deadline** 

**Buildout Notification** 

Status

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## **Federal Communications Commission**

## Wireless Telecommunications Bureau

## RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

ervice
roadband

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 05-27-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Chann	el Block	Sub-Market Designator 19
	<b>Market</b> Louisville-Lexir	pr. 1.44.44.4	
st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

## **Conditions:**

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

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

Call Sign: WPOI255 File Number: Print Date:

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

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

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

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

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

Call Sign: WPOI255

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market Market Name **Buildout Deadline Buildout Notification** Status

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## **Federal Communications Commission**

## Wireless Telecommunications Bureau

## RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA822	File Number
Radio	Service
AW - AWS (171	0-1755 MHz and
2110-21	55 MHz)

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 08-31-2018	Expiration Date 11-29-2021	Print Date
Market Number CMA451	Chann	el Block	Sub-Market Designator
	Market Kentucky		
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Dat

#### Waivers/Conditions:

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

## **Conditions:**

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

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

Call Sign: WQGA822

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market

Market Name

**Buildout Deadline** 

**Buildout Notification** 

Status

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## **Federal Communications Commission**

### Wireless Telecommunications Bureau

## RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGD755	File Number
	Service
AW - AWS (171	0-1755 MHz and
2110-21	55 MHz)

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number BEA047	Chann	el Block	Sub-Market Designator
	<b>Market</b> Lexington, KY	y	
st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

#### Waivers/Conditions:

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

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

## **Conditions:**

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

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

Licensee Name	: NEW	CINGULAR	WIREI	ESS	PCS.	LL	C
---------------	-------	----------	-------	-----	------	----	---

Call Sign: WQGD755

File Number:

**Print Date:** 

700 MHz Relicensed Area Information:

Market

Market Name

**Buildout Deadline** 

**Buildout Notification** 

Status

## **EXHIBIT B**

## **SITE DEVELOPMENT PLAN:**

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



#### DRIVING DIRECTIONS

FROM 450 PRESTONSBURG ST., WEST LIBERTY, KY 41472:

- HEAD WEST ON PRESTONSBURG ST TOWARD BAILEY LN
- TURN RIGHT ONTO KY-7 N/MAIN ST & CONTINUE TO FOLLOW KY-7 N 2.7 MI
- CONTINUE ONTO KY-519 N 2.7 MI
- TURN RIGHT ONTO CR-1443-70/YOCUM RD CON. 184 FT
- TURN RIGHT ONTO LENVILLE PERRY RD/YOCUM RD 112 FT
- THE DESTINATION WILL BE ON THE LEFT.

#### BUILDING CODES AND STANDARDS

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

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

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

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

# LENVILLE FN

12719590

PROPOSED RAW LAND SITE WITH A 195' MONOPOLE WITH A 4' LIGHTNING ARRESTOR AND INSTALLATION OF AN 80"x80" WALK-IN CABINET ON PLATFORM & DIESEL GENERATOR ON PLATFORM

PREPARED FOR:



PREPARED BY:



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

PROJECT INFORMATION

SITE ADDRESS:

146 YOKUM ROAD

WEST LIBERTY, KY 41472

LATITUDE (NAD 83): LONGITUDE (NAD 83):

N 37" 58' 48.084" W 83' 18' 36.599' LATITUDE (NAD DECIMAL): N 37.980023°

PARCEL ID:

LONGITUDE (NAD DECIMAL): W 83.310166°

JURISDICTION:

KENTUCKY PUBLIC SERVICE

068-00-00-045.00

COMMISSION

PROPERTY OWNER:

ENGLE, RAY AND MARIE

APPLICANT:

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

MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400

LOUISVILLE, KY 40202

**ENGINEER:** 

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

POWER:

TO BE DETERMINED

FIBER:

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

TITLE SHEET & PROJECT INFORMATION

SURVEY:

SITE SURVEY B-1.1 SITE SURVEY

500' RADIUS AND ABUTTERS MAP B-2

CIVIL:

OVERALL SITE LAYOUT

OVERALL SITE LAYOUT - CONT'D ENLARGED COMPOUND LAYOUT

TOWER ELEVATION

#### SCOPE OF WORK

KENTUCKY ONE-CALL

STATE WIDE CALL: 811

CALL BEFORE YOU DIG

ZONING DRAWINGS FOR:

CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS

SITE WORK: NEW TOWER UNMANNED WALK-IN CABINET ON A STEEL PLATFORM, GENERATOR ON A STEEL PLATFORM, AND UTILITY INSTALLATIONS.

jeremy D.

CA#: 2865

DESIGNED: DRAWN:



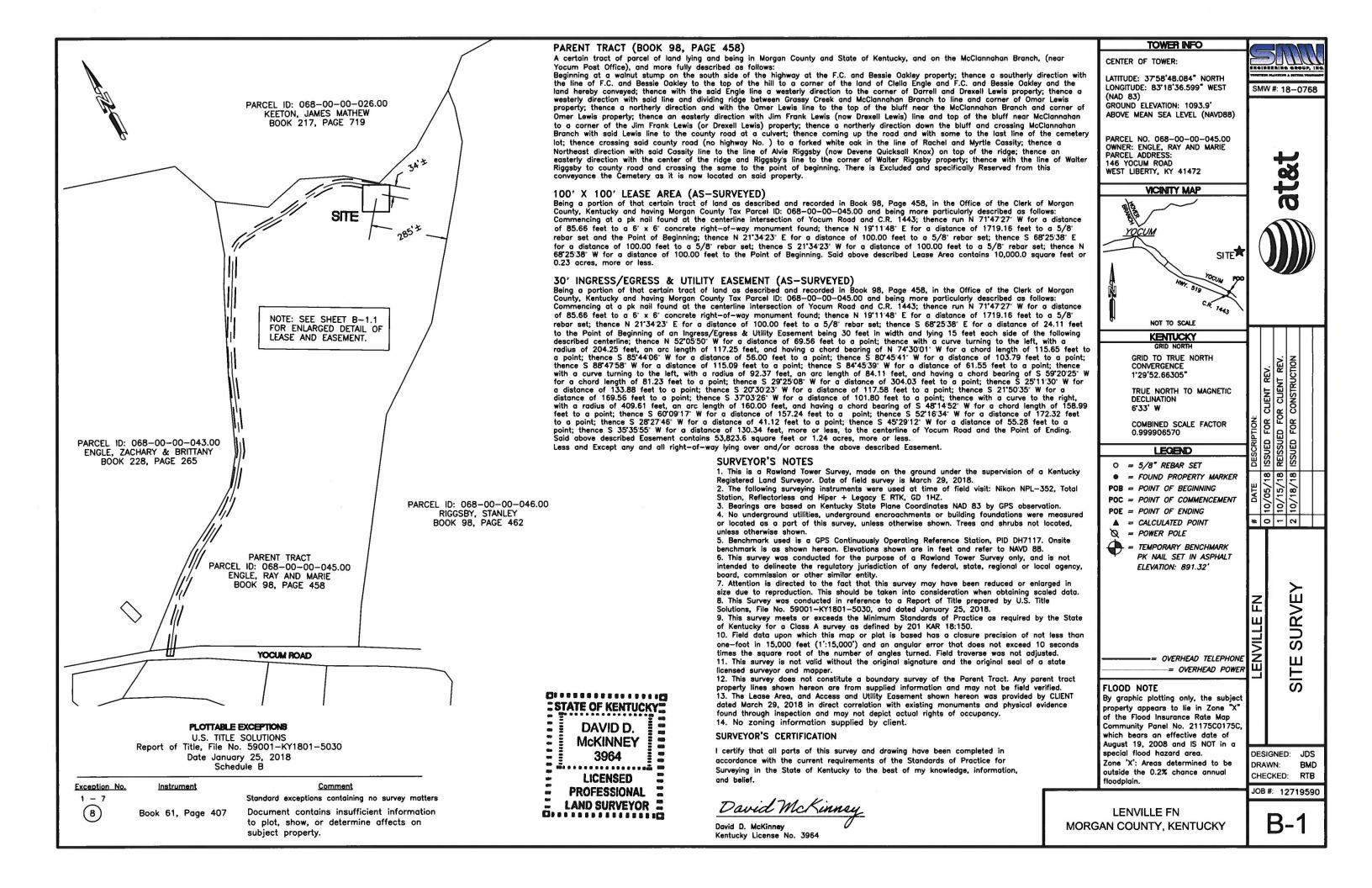


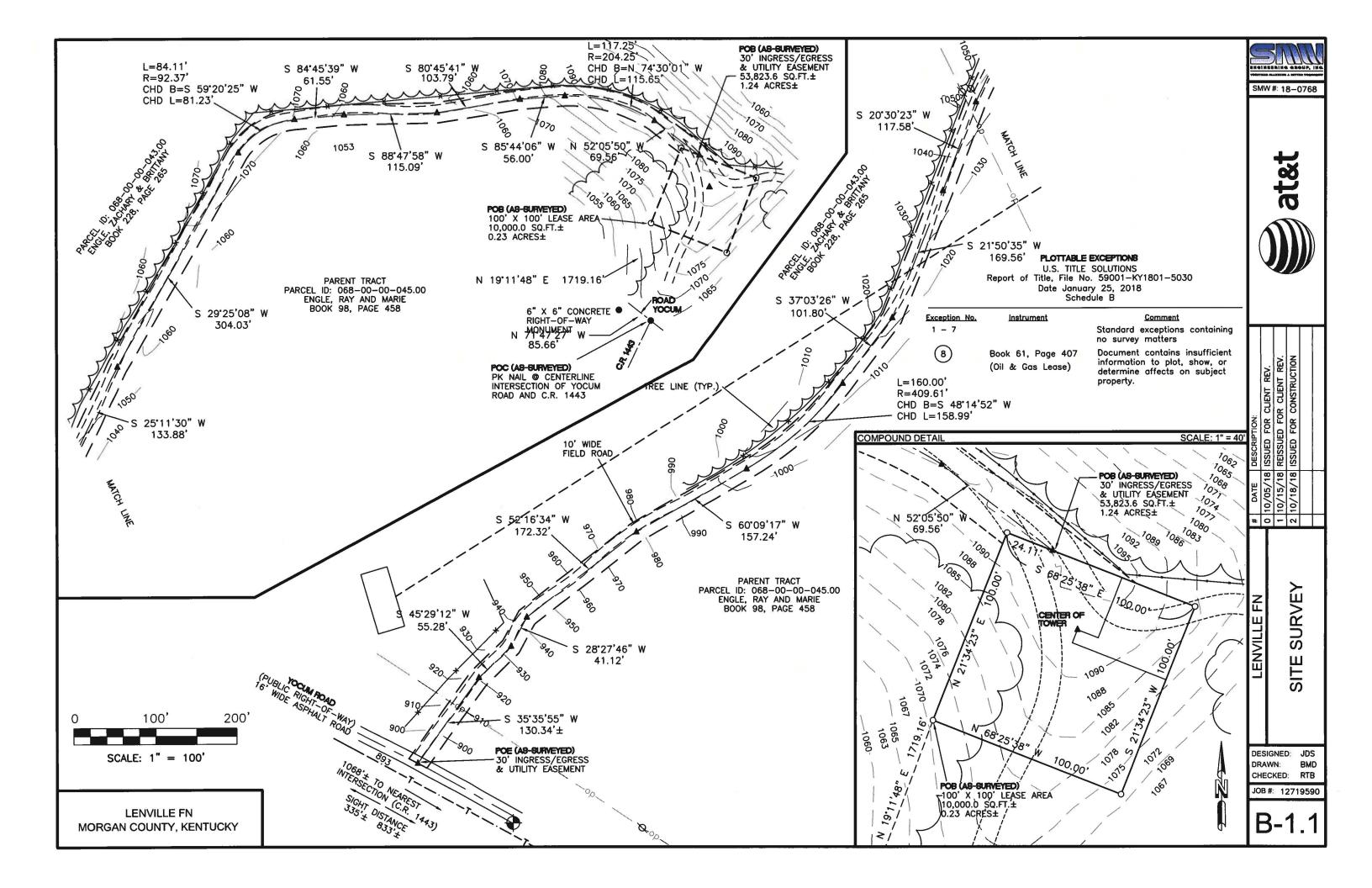
DESCRIPTION:
ISSUED FOR CLIENT REV.
REISSUED FOR CLIENT REV.
ISSUED FOR CONSTRUCTION 10/05/18 10/15/18 10/18/18 # 0 - 0

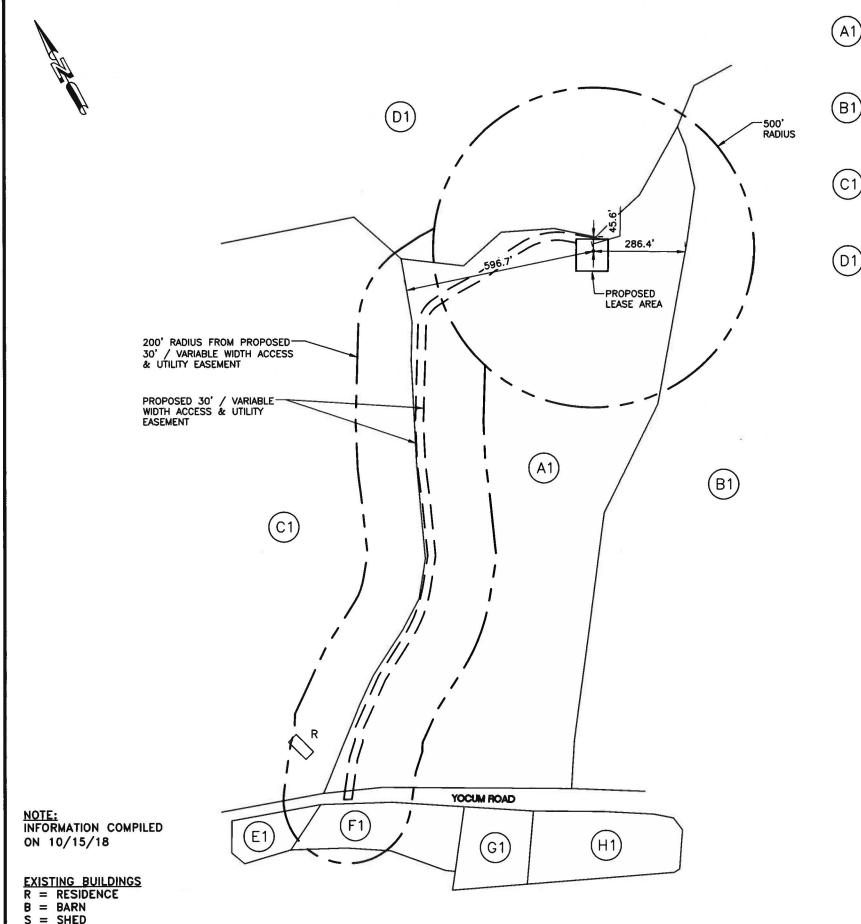
> **NFORMATION** SEE LENVILLE CT

BMD CHECKED: RTB

JOB #: 12719590







G = GARAGE

PARCEL ID: 068-00-00-045.00 (A1) ENGLE, RAY AND MARIE **BOOK 98, PAGE 458** 146 YOCUM RD

WEST LIBERTY, KY 4147

PARCEL ID: 068-00-00-046.00 ZACHARY & BRITTANY ENGLE 282 YOCUM RD WEST LIBERTY, KY 41472

PARCEL ID: 068-00-00-045.00 (F1) RAY & MARIE ENGLE 146 YOCUM RD WEST LIBERTY KY 41472

RAY & MARIE ENGLE 146 YOCUM RD

WEST LIBERTY KY 41472

(E1)

(H1)

PARCEL ID: 068-00-00-026.00 (C1) ZACHARY & BRITTANY ENGLE 282 YOCUM RD WEST LIBERTY, KY 41472

PARCEL ID: 068-00-00-045.03 (G1) **KENNETH & LINDA MARTIN** 121 YOCUM RD WEST LIBERTY KY 41472

PARCEL ID: 068-00-00-044.00

PARCEL ID: 068-00-00-043.00 (D1)JAMES MATTHEW KEETON 736 PLEASANT RUN RD WEST LIBERTY, KY 41472

PARCEL ID: 068-00-00-040.02 MARGARET DEHAVEN 117 YOCUM RD WEST LIBERTY KY 41472

SMW #: 18-0768



0 10/05/18 ISSUED FOR CLIENT REV. 1 10/15/18 REISSUED FOR CLIENT REV. 2 10/18/18 ISSUED FOR CONSTRUCTION
--

AND

MA

500' RADIUS A ABUTTERS N

500

SURVEYOR'S NOTES

1. This is a Rawland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 29, 2018.

2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.

3. Bearings are based on Kentucky State Plane Coordinates NAD 83 by GPS observation.

4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.

5. Benchmark used is a GPS Continuously Operating Reference Station, PID DH7117. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.

6. This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity. 7. Attention is directed to the fact that this survey may have been reduced or enlarged in

size due to reproduction. This should be taken into consideration when obtaining scaled data. 8. This Survey was conducted in reference to a Report of Title prepared by U.S. Title Solutions, File No. 59001-KY1801-5030, and dated January 25, 2018.

9. This survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KAR 18:150. 10. Field data upon which this map or plat is based has a closure precision of not less than

one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted. 11. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.

12. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified. 13. The Lease Area, and Access and Utility Easement shown hereon was provided by CLIENT dated March 29, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy. 14. No zoning information supplied by client.

#### SURVEYOR'S CERTIFICATION

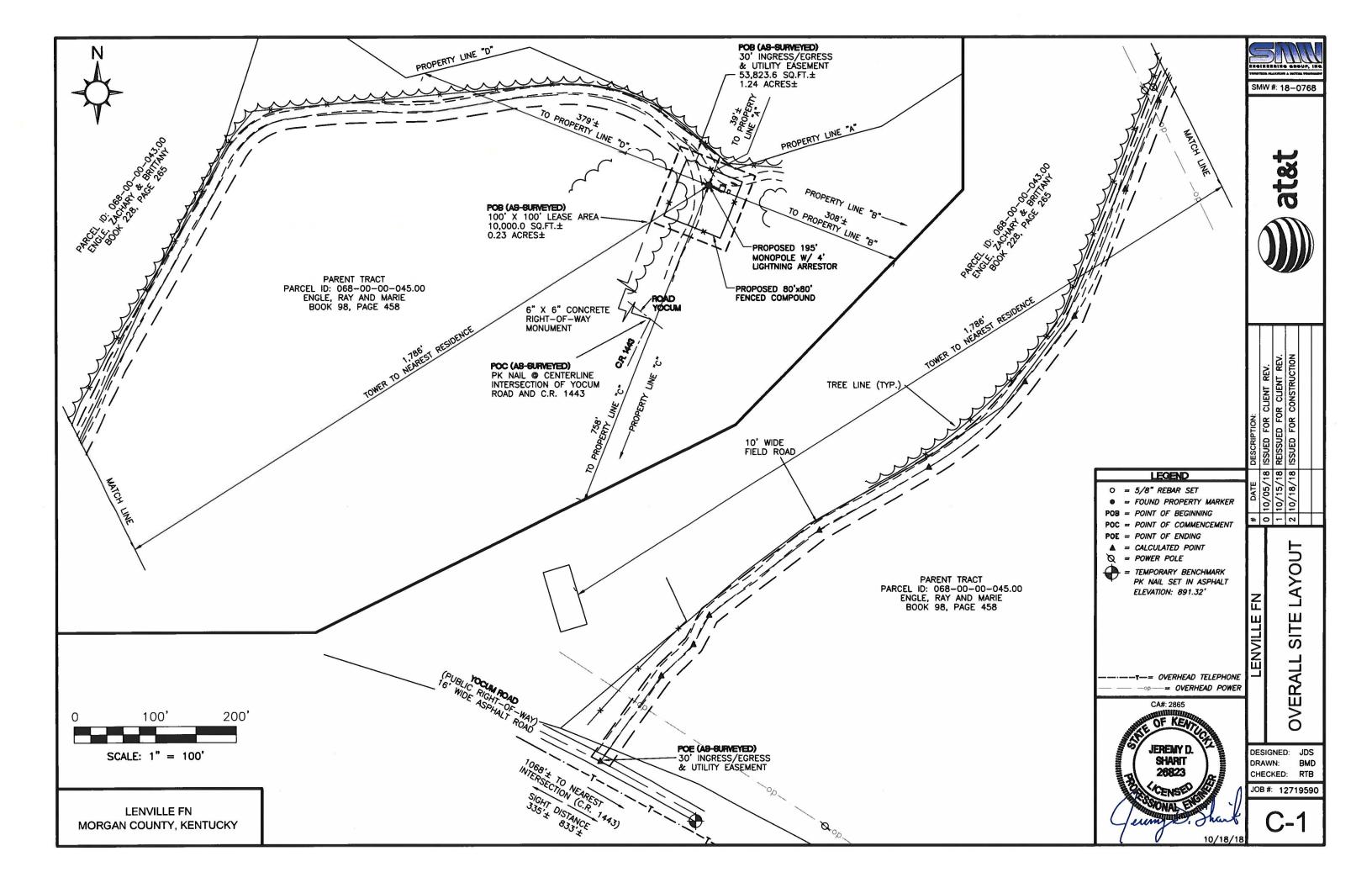
I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Kentucky to the best of my knowledge, information, and belief.

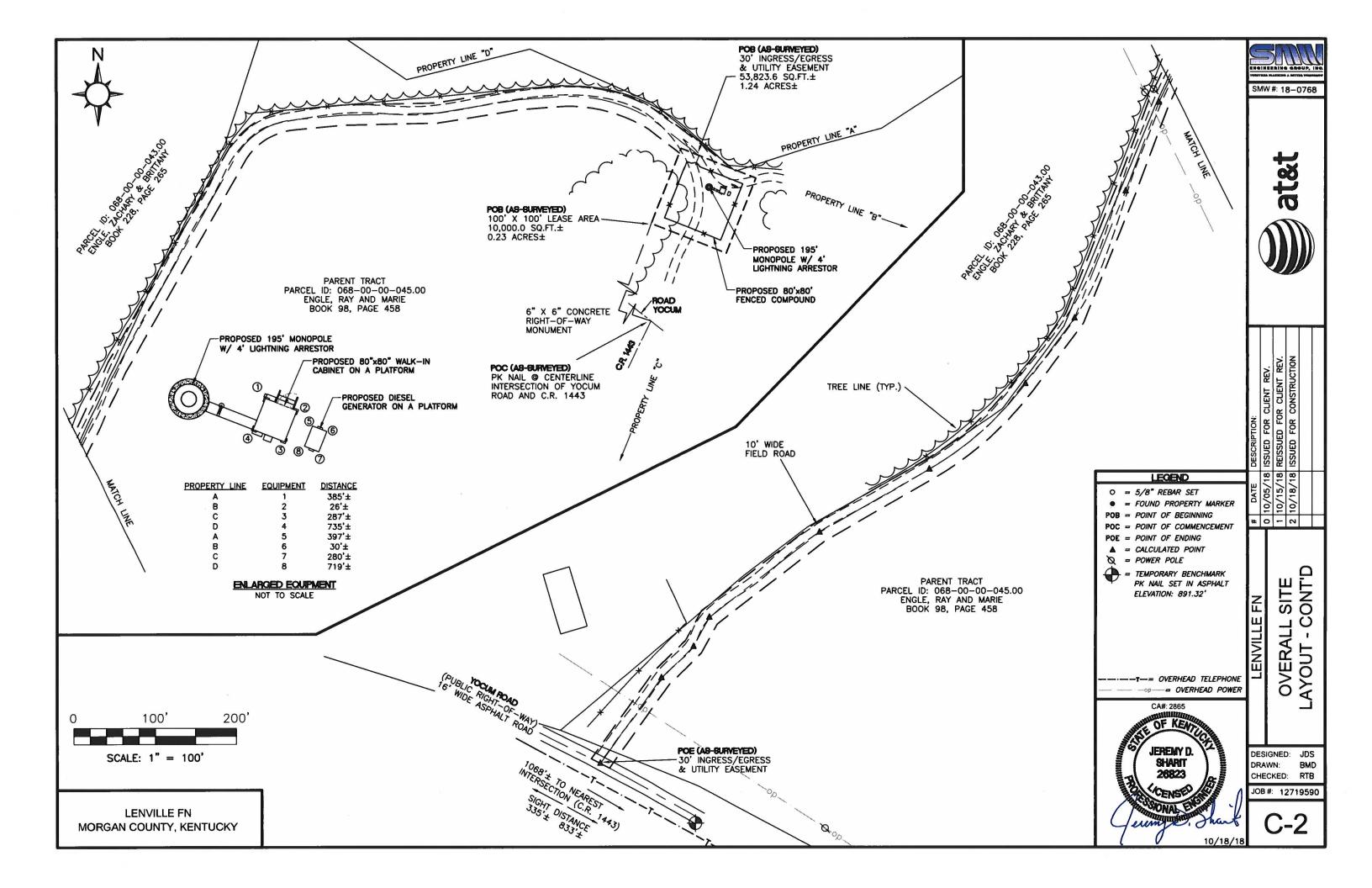
David D. McKinney Kentucky License No. 3964 DESIGNED: JDS DRAWN: CHECKED:

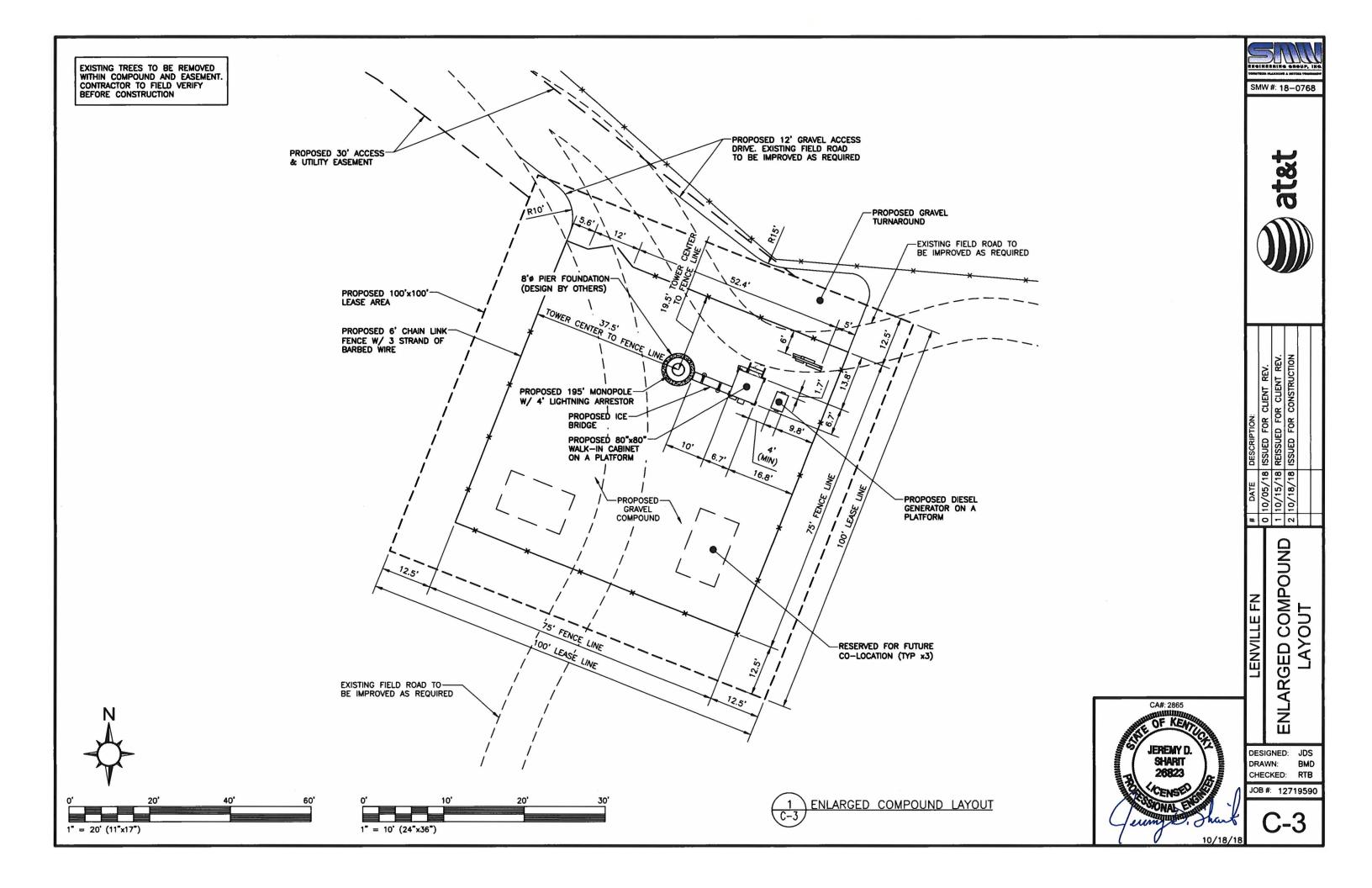
RTB JOB#: 12719590

BMD

**B-2** 

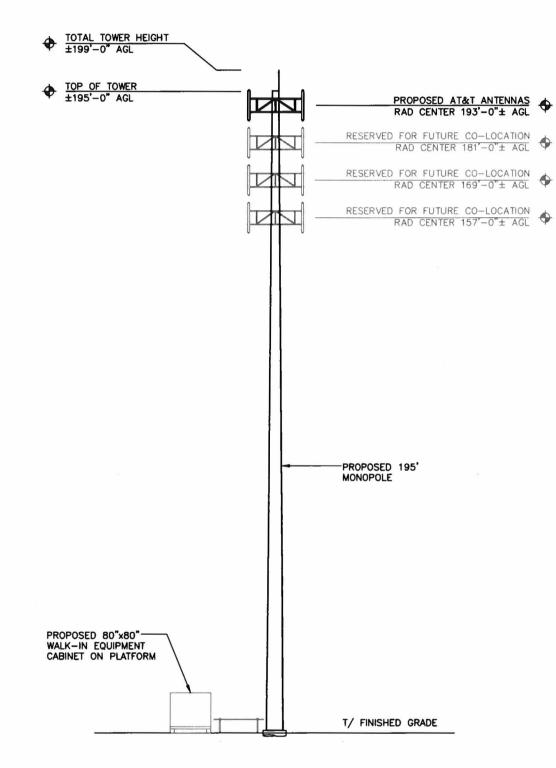






#### TOWER NOTES

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





SMW #: 18-0768



TOWER ELEVATION  1 10/15/18 ISSUED FOR CLIENT REV. 2 10/18/18 ISSUED FOR CONSTRUCTION	L FNVII I F FN	#	DATE	# DATE DESCRIPTION:
		0	10/02/18	ISSUED FOR CLIENT REV.
		-	10/15/18	REISSUED FOR CLIENT REV.
	TOWER FI EVATION	2	10/18/18	ISSUED FOR CONSTRUCTION

CA#: 2865 JEREMY D. SHARIT

DESIGNED: JDS DRAWN:

BMD CHECKED: RTB

JOB#: 12719590

# EXHIBIT C TOWER AND FOUNDATION DESIGN



September 14, 2018 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – Lenville FN
Proposed Cell Tower
37 58 48.08 North Latitude, 83 18 36.59 West Longitude

#### Dear Commissioners:

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

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

Thank you,

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

MasTec Network Solutions

(615) 207-8280



# **Structural Design Report**

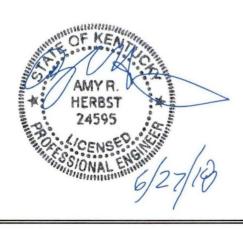
195' Monopole Site: Lenville FN, KY

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

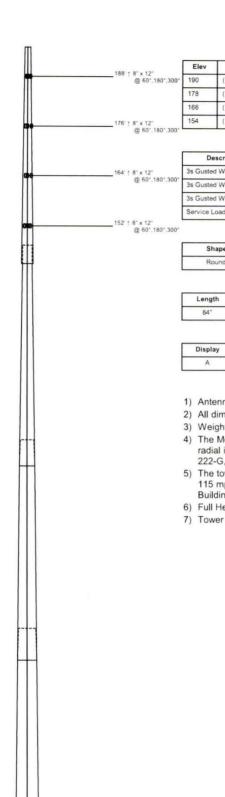
Job Number: 412287

June 27, 2018

Monopole Profile	1
Foundation Design Summary (Preliminary) (Option 1)	2
Foundation Design Summary (Preliminary) (Option 2)	3
Pole Calculations	4-14
Foundation Calculations	15-22



	100 000	/	E 31 C#	/	10.00	/	25
-	5-50		23-6		9-50		5-76
				18			
H			1/2"				3/8"
		7' - 9"		6' - 3"		A	
_	53.21"		41.62"		29.63"		17.25"
	67.85"		56.34"		44,34"		31.62"
				0.275			
				A572-65			
	20555		14838		11165		6779
Overall Steel Height (ft)				194			



#### **Designed Appurtenance Loading**

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

#### **Load Case Reactions**

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	93.21	61.35	9751.04	20.12	12.13
3s Gusted Wind 0.9 Dead	69.97	61.52	9565.8	19.59	11.76
3s Gusted Wind&Ice	142.09	10.05	1774.68	3.91	2.32
Service Loads	77.72	15.62	2479.38	5,28	3.12

#### **Base Plate Dimensions**

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81"	2.5"	75.25"	26	2.25"

#### **Anchor Bolt Dimensions**

Length	Diameter	Hole Diameter	Weight	Туре	Finish
84"	2.25"	2.625"	3148.6	A615-75	Galv

#### **Material List**

Display	Value
A	4' - 6"

#### Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- The tower design meets the requirements for an Ultimate Wind Speed of 115 mph (Risk Category II), in accordance with the 2012 International Building Code.
- 6) Full Height Step Bolts
- 7) Tower Rating: 99.8%



Sabre Communications Corporation 7101 Southbridge Drive P.O., Box 658 Sioux City, IA 51102-0658 Phone (712) 258-6690 Fax (712) 279-0814

-9' ↑ 10.5" x 25.5" @ 90".270" -3' ↑ 10.5" x 25.5" @ 180".360"

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

 Job:
 412287

 Customer:
 AT&T

 Site Name:
 Lenville FN, KY

 Description:
 195' Monopole

 Date:
 6/27/2018

 By:
 ARH



No.: 412287

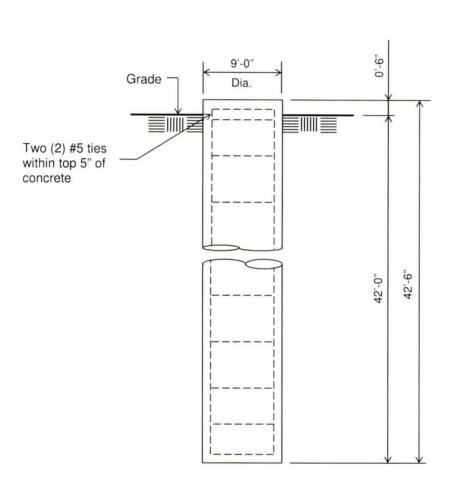
Date: 06/27/18 By: ARH

### Customer: AT&T Site: Lenville FN, KY

195' Monopole at

89 mph wind and 30 mph wind with 0.75" ice per ANSI/TIA-222-G.

#### PRELIMINARY -NOT FOR CONSTRUCTION-



#### **ELEVATION VIEW**

(100.14 Cu. Yds.) (1 REQUIRED; NOT TO SCALE)

#### Notes:

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

Moment = 9,751.04 k-ftAxial = 93.21 kShear = 61.35 k

	Rebar Schedule for Pier							
Pier	(36) #11 vertical rebar w/ #5 ties, two within top 5" of pier, then 12" C/C							

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No.: 412287

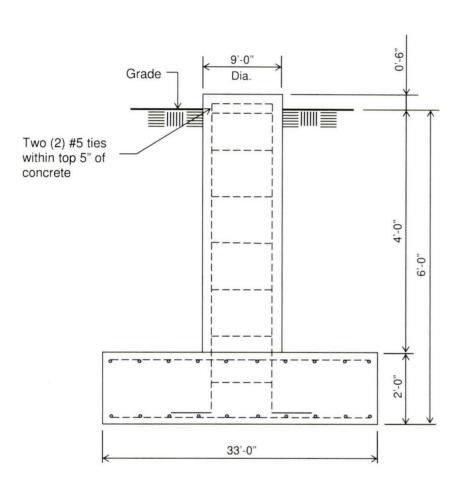
Date: 06/27/18 By: ARH

### Customer: AT&T Site: Lenville FN, KY

195' Monopole at

89 mph wind and 30 mph wind with 0.75" ice per ANSI/TIA-222-G.

#### PRELIMINARY -NOT FOR CONSTRUCTION-



#### **ELEVATION VIEW**

(91.27 Cu. Yds.) (1 REQUIRED; NOT TO SCALE)

#### Notes:

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

Moment = 9,751.04 k-ftAxial = 93.21 kShear = 61.35 k

	Rebar Schedule for Pad and Pier
Pier	(60) #8 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C
Pad	(71) #8 horizontal rebar evenly spaced each way top and bottom (284 total)

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(USA 222-G) - Monopole Spatia	l Analysis	====	(c)201	=== <b>==</b> 5	Guym	ast	Inc.
Tel:(416)736-7453	Fax:(416)736-4372		V	veb:www	v.guy	mast	.com
Processed under license at:							
Sabre Towers and Poles		on:	27 jun	2018	at:	16:4	9:42

195' Monopole / Lenville FN, KY

 $\mbox{\ensuremath{^{\pm}}}$  All pole diameters shown on the following pages are across corners. See profile drawing for widths across flats.

### POLE GEOMETRY

ELEV ft	SECTION NAME	No. SIDE	OUTSIDI DIAM ii	E T⊦ 4 - N 1	HICK HESS in	RESI ø*Pn kip	<b>0</b> *	Mn TY	PLICE PE I	OVERL ENGTH I	AP RATIO	w/t
194.0			17.52	2 0.	375	1492.	2 51	0.9				
	Α	18			375		4 162					6.3
146.2			30.84	i 0.	375	2652	4 162	9.1				
	A/B	18	31.30	5 O.	500	3582.	0 221	19.9	SLIP	4.50	1.75	
141.7	• • • • • • • • • • • • • • • • • • • •		31.30		500	3582.	0 221	9.9				
	В	18	43.2	70.	500	4965.	0 428	33.7				9.1
99.0			43.2	7 0	500	4965	0 428	33.7				
_	B/C	18	44.0	3 0.	500	5053.	3 443	88.4	SLIP	6.25	1.73	
92.7	•••••		44.0		500	5053	3 443	38.4				13 5
	С	18	55.0	3 0.	500	6211.	3 684	19.9				13.5
53.2			55.0	3 0	500	6211	3 684	19.9	CI TD	7 75	1 60	
	C/D	10	56.2	1 0.			0 710		SLIP	7.75	1.08	
45.5		 18	56.23	1 0	500	6308	0 710	8.5		•		17.8
0.0	D		68.9	0 0								17.0
• • •	SSEMBLY						• • • • •					
	22 EMPT 4											
SECTION NAME										EADS IN		
NA-IL	f						1		SHE	AR PLANE	EL	
Α	141.75	- n	Q.	A325		0.00	)	92.0	0	. 0	141.7	50
B C	92.75 45.50	Ŏ O	0 .	A325 A325		0.00	)	92.0 92.0	0	0 0 0 0	92.7 45.5	50
Ď	0.00	Ō	0	A325		0.00	)	92.0		0	0.0	00
	ECTIONS											
	No.of	LENGT						MAT-		NGE.ID		
NAME	SIDES			BOT	*		AD	ERIA:	r ROI	ТОР	BOT	TOP
	10		-		1: 17 E		1n .000	1	0	0	0	0
A B	18 18 18	52. 53. 53.	50 45	.11 .03 .21	17.5 30.0 42.2	9 0		2 3 4	0 0 0	0	0	0
C D	18	53.		.90	54.0		.000	4	ŏ	ŏ	ŏ	ŏ

<sup>\* -</sup> Diameter of circumscribed circle

MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	OR	IENT	HEIGHT	WIDTH	.THI WEB	CKNESS. FLANGE		ULARITY ECTION. ORIENT
			&	deg	in	in	in	in	ANLA	deg
PL PL PL PL	1 2 3 4	1 1 1 1		0.0 0.0 0.0	32.11 45.03 57.21 68.90	0.38 0.50 0.50 0.50	0.375 0.500 0.500 0.500	0.375 0.500 0.500 0.500	0.00 0.00 0.00	0.0 0.0 0.0

& - With respect to vertical

#### MATERIAL PROPERTIES

MATERIAL ELASTIC		UNIT	STRI	ENGTH	THERMAL
TYPE NO.	MODULUS ksi	WEIGHT pcf	Fu ksi	Fy ksi	COEFFICIENT
	KSI	pCi	K51	KST	/deg
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170
4	29000-0	490.0	80.0	65.0	0 00001170

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

LOADING CONDITION A

89 mph wind with no ice. Wind Azimuth: 00

## LOADS ON POLE

LOAD ELE TYPE f	RADIUS	OADAT AZI	LOAD AZI	FOR HORIZ kip	CES DOWN kip	MOM VERTICAL ft-kip	ENTS TORSNAL ft-kip
C 189.00 C 189.00 C 177.00 C 177.00 C 165.00 C 165.00 C 153.00 C 153.00	0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0	0.0000 13.6549 0.0000 10.0773 0.0000 9.9303 0.0000 9.7746	4.2457 7.2000 3.9761 4.8000 3.7066 4.8000 3.4370 4.8000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
D 194.00 D 178.08 D 178.08 D 162.16 D 162.16 D 146.25 D 141.75 D 127.50 D 127.50 D 113.25 D 99.00 D 99.00 D 99.75 D 79.58 D 79.58 D 79.58 D 66.41 D 66.41 D 53.25 D 45.50 D 34.12 D 22.75 D 34.12 D 22.75 D 0.00	8	180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0	0.0000000000000000000000000000000000000	0.0523 0.0523 0.0629 0.0629 0.0730 0.0730 0.0791 0.0826 0.0826 0.0903 0.0974 0.1019 0.1019 0.1035 0.1035 0.1080 0.1114 0.1129 0.1112 0.1129 0.1019 0.1019	0.0930 0.0930 0.1140 0.1149 0.1349 0.3418 0.3418 0.2099 0.2350 0.2600 0.5506 0.25506 0.2897 0.3129 0.3129 0.3129 0.3361 0.7034 0.7034 0.3657 0.3858 0.3858 0.4260	0.0000 0.0000	0.0000 0.0000

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

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

### LOADS ON POLE

LOADING CONDITION M

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORG HORIZ kip	DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
0 0 0 0 0 0 0	189.000 189.000 177.000 177.000 165.000 165.000 153.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0	0.0000 13.6549 0.0000 10.0773 0.0000 9.9303 0.0000 9.7746	3.1843 5.4000 2.9821 3.6000 2.7799 3.6000 2.5777 3.6000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
000000000000000000000000000000000000000	194.000 178.083 178.083 162.167 162.167 146.250 141.750 127.500 127.500 113.250 113.250 99.000 99.750 99.750 79.583 79.583 66.417 53.250 45.500 45.500 34.125 34.125 34.125 34.125 34.750 22.750 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18		0.0523 0.0523 0.0629 0.0629 0.0730 0.0730 0.0791 0.0826 0.0826 0.0903 0.0974 0.1019 0.1019 0.1035 0.1035 0.1080 0.1114 0.1114 0.1129 0.1112 0.1112 0.1112 0.1095 0.1095	0.0698 0.0698 0.0855 0.1012 0.1012 0.2563 0.1574 0.1762 0.1950 0.4129 0.4129 0.2172 0.2172 0.2172 0.2521 0.5275 0.5275 0.5275 0.2743 0.2894 0.3095	0.0000 0.0000	0.0000 0.0000

LOADING CONDITION Y

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

#### LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORG HORIZ kip	CES DOWN kip	MOM VERTICAL ft-kip	ENTS TORSNAL ft-kip
c c c c c c c c c c c c c c c c c c c	189.000 189.000 177.000 177.000 165.000 165.000 153.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0	0.0000 1.6678 0.0000 1.9861 0.0000 1.9484 0.0000 1.9087	4.2457 17.9218 3.9761 11.9014 3.7066 11.8520 3.4370 11.7993	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
D . D . D . D . D . D . D	194.000 178.083 178.083 162.167 162.167 146.250	0.00 0.00 0.00 0.00 0.00	180.0 180.0 180.0 180.0 180.0 180.0	0.0 0.0 0.0 0.0 0.0	0.0081 0.0081 0.0095 0.0095 0.0107	0.1400 0.1400 0.1701 0.1701 0.1999 0.1999	0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000

(USA 222-G) - Monopole Spatial Analysis

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Sabre Towers and Poles

on: 27 jun 2018 at: 16:49:42

195' Monopole / Lenville FN, KY

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

MAST ELEV ft	DEFLECTION HORIZONTA ALONG		DOWN	ROTATIO TILT ALONG		TWIST
194.0	20.12K	-0.04E	3.00K	12.13K	-0.02E	0.010
178.1	16.91ĸ	-0.04E	2.32K	11.92к	-0.02E	0.010
162.2	13.83K	-0.03E	1.70K	11.05K	-0.02E	0.010
146.2	11.03K	-0.03E	1.20K	9.72K	-0.02E	0.000
141.7	10.30L	-0.03E	1.07L	9.39κ	-0.02E	0.000
127.5	8.16L	-0.02E	0.75L	8.22L	-0.02E	0.000
113.2	6.29L	-0.02E	0.50L	7.07L	-0.02E	0.000
99.0	4.69L	-0.01E	0.31L	5.97∟	-0.02E	0.000
92.7	4.07L	-0.01E	0.25L	5.52L	-0.01E	0.000
79.6	2.93L	-0.01E	0.15L	4.55L	-0.01E	0.000
66.4	1.99L	-0.01E	0.08L	3.65L	-0.01E	0.000
53.2	1.25L	0.00E	0.04L	2.83L	-0.01E	0.000
45.5	0.90L	0.00E	0.03L	2.38L	-0.01E	0.000
34.1	0.49L	0.00E	0.01L	1.72L	0.00E	0.000
22.7	0.21L	0.00E	0.00K	1.11L	0.00E	0.000
11.4	0.05L	0.00E	0.00k	0.53L	0.00E	0.000
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

TOTAL SHEAR.w.r.t.WIND.DIR MOMENT.w.r.t.WIND.DIR TORSION MAST

ELEV ft	AXIAL kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
194.0	-0.01 A	0.00 o	0.00 R	0.01 R	0.00 R	0.00 w
178.1	24.39 AA 24.40 AA	14.47 O 14.48 A	0.00 R 0.01 K	-176.50 C	-0.03 C	0.05 o
162.2	58.54 AA	35.47 A	0.01 K	-648.30 к	-0.16 C	0.03 0
	58.54 AJ	35.47 Q	-0.01 B	-648.33 C	-0.14 C	0.17 0
146.2	76.95 AJ 76.95 AA	46.39 Q 46.48 M		-1369.58 к -1370.15 к	0.35 в  0.31 о	0.37 0 0.35 0
141.7	78.81 AA	46.84 M	-0.17 Q -	-1604.94 C	-0.62 K	0.48 o
141.7	78.81 AA	46.94 N	0.22 0 -	-1605.27 к	-0.70 K	0.45 o
127.5	82.85 AA	48.10 N		-2362.20 K	-2.55 o	1.11 0
	82.86 AG 87.36 AG	48.23 N 49.51 N		-2362.21 к -3133.92 к	-2.55 O 5.27 E	1.12 o 1.65 o
113.2	87.36 AG	49.49 N		-3133.93 K	5.27 E 5.32 E	1.65 0
	92.33 AG	50.87 N		-3920.29 L	8.17 E	2.15 o
99.0	92.33 AG	50.95 N	-0.25 E -	-3920.38 L	8.09 E	2.14 0
92.7	96.36 AG	51.58 N	-0.25 E -	-4270.21 L	9.68 E	2.33 o
92.7	96.35 AG	51.48 N	0.22 N -	-4270.24 к	9.70 E	2.33 0
79.6	101.43 AG	52.83 N	0.22 N -	-5016.91 K	11.55 E	2.65 o
	101.43 AG	52.87 M	-0.20 E -	-5016.91 K	11.60 E	2.65 o
66.4	106.89 AG	54.29 м	-0.20 E -	-5774.31 L	14.31 E	2.88 0
	106.89 AG	54.28 M	-0.22 E	-5774.26 L	14.30 E	2.88 0
53.2	112.72 AG	55.74 M	-0.22 E -	-6543.61 L	17.24 E	3.06 0
	112.72 AG	55.74 N	0.24 N -	-6543.61 L	17.23 E	3.06 o
45.5	119.03 AG	56.61 N	0.24 N -	-7001.77 L	18.55 E	3.16 0
	119.03 AG	56.62 N		-7001.86 L	18.51 E	3.16 0
34.1	124.53 AG				20.89 E	
					20.90 E	
22.7					23.13 E	
					23.13 E	
11.4					25.48 E	
					25.48 E	
	142.09 AG	61.52 N 	0.21 F -	-9751.04 L 	27.75 E	3.40 0
base reaction	142.09 AG	-61.52 N	-0.21 F	9751.04 L	-27.75 E	-3.40 o
	CE WITH 4.8.					
ELEV	AXIAL			TOTAL SATISFI	ED D/t(w/t)	
ft		IUKS	SIONAL			ALLOWED
194.00	0.00A	0.00R 0	0.000 0	.00r YES	6.35A	45.2
178.08				.22C YES	8.41A	45.2

	0.01AA	0.22C	0.02A	0.22c	YES	8.41A	45.2
162.17	0.03AA	0.55K	0.03A	0.56в	YES	10.46A	45.2
102,17	0.03AJ	0.55c	0.03Q	0.56c	YES	10.46A	45.2
146.25	0.03AJ	0.84K	0.03Q	0.86K	YES	12.52A	45.2
140.23	0.02AA	0.64K	0.03м	0.65K	YES	8.95A	45.2
141.75	0.02AA	0.69C	0.03M	0.70c	YES	9.39A	45.2
141./)	0.02AA	0.72K	0.03N	0.74K	YES	9.12A	45.2
127 50	0.02AA	0.83K	0.02N	0.85κ	YES	10.50A	45.2
127.50	0.02AG	0.83K	0.02N	0.85K	YES	10.50A	45.2
112 25	0.02AG	0.89K	0.02N	0.90K	YES	11.89A	45.2
113.25	0.02AG	0.89ĸ	0.02N	0.90ĸ	YES	11.89A	45.2
00.00	0.02AG	0.91L	0.02N	0.93L	YES	13.27A	45.2
99.00	0.02AG	0.91L	0.02N	0.93L	YES	13.27A	45.2
02.75	0.02AG	0.92∟	0.02N	0.93κ	YES	13.88A	45.2
92.75	0.02AG	0.96к	0.02N	0.97ĸ	YES	13.52A	45.2
79.58	0.02AG	0.96к	0.02N	0.97κ	YES	14.80A	45.2
79.30	0.02AG	0.96ĸ	0.02N	0.97ĸ	YES	14.80A	45.2
66.42	0.02AG	0.95∟	0.02N	0.96K	YES	16.08A	45.2
00.42	0.02AG	0.95L	0.02N	0.96K	YES	16.08A	45.2
53.25	0.02AG	0.95L	0.02N	0.97L	YES	17.35A	45.2
33.23	0.02AG	0.95L	0.02N	0.97L	YES	17.35A	45.2
45.50	0.02AG	0.96L	0.02N	0.97L	YES	18.11A	45.2
43.30	0.02AG	0.99∟	0.02N	1.00L	YES	17.75A	45.2
34.12	0.02AG	0.98L	0.02N	1.00L	YES	18.86A	45.2
34.12	0.02AG	0.98∟	0.02N	1.00∟	YES	18.86A	45.2
22.75	0.02AG	0.98∟	0.02N	0.99L	YES	19.96A	45.2
22.73	0.02AG	0.98∟	0.02N	0.99∟	YES	19.96A	45.2
11.37	0.02AG	0.98∟	0.02N	0.99L	YES	21.06A	45.2
11.37	0.02AG	0.98L	0.02N	0.99∟	YES	21.06A	45.2
0.00	0.02AG	0.97L	0.02N	0.98L	YES	22.17A	45.2
	LOADS ONTO	EQUINDATTON	(u r + u-i-	ad dirocti			
	LOADS ONIO	- OOMDA LION					

TORSION	t.WIND.DIR	MOMENT.w.r	t.WIND.DIR	SHEAR.w.r.	DOWN
ft-kip	ACROSS ft-kip	ALONG ft-kip	ACROSS kip	ALONG kip	kip
3.40 0	27.75 E	-9751.04 L	0.21 F	61.52 N	142.09 AG

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Sabre Towers and Poles on: 27 jun 2018 at: 16:49:52

LOADING CONDITION A 

60 mph wind with no ice. Wind Azimuth: 00

### LOADS ON POLE

LOAD ELEV TYPE ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	ENTS TORSNAL ft-kip
C 189.000 C 189.000 C 177.000 C 177.000 C 165.000 C 165.000 C 153.000 C 153.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0	0.0000 3.4705 0.0000 2.5612 0.0000 2.5238 0.0000 2.4843	3.5381 6.0000 3.3134 4.0000 3.0888 4.0000 2.8642 4.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
D 194.000 D 178.083 D 178.083 D 162.167 D 162.167 D 146.250 D 141.750 D 127.500 D 127.500 D 127.500 D 133.250 D 99.000 D 99.000 D 99.750 D 99.750 D 79.583 D 79.583 D 66.417 D 66.417 D 53.250 D 45.500 D 45.500 D 34.125 D 22.750 D 22.750 D 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18		0.0133 0.0133 0.0160 0.0160 0.0186 0.0201 0.0201 0.0210 0.0210 0.0230 0.0247 0.0247 0.0259 0.0259 0.0263 0.0263 0.0263 0.0263 0.0263 0.0263 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0283 0.0278 0.0264 0.0264	0.0775 0.0775 0.0950 0.1125 0.1125 0.2848 0.1749 0.1749 0.1958 0.2167 0.2167 0.4588 0.4588 0.4588 0.2414 0.2607 0.2607 0.2801 0.5862 0.3048 0.3215 0.3215 0.33215	0.0000 0.0000	0.0000 0.0000

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

MAST ELEV	DEFLECTI		DOWN	ROTATIONS (deg) TUT TW		
ft	ALONG	ACROSS		ALONG	ACROSS	
194.0	5.28C	0.01ĸ	0.21c	3.12C	0.00K	0.00F
178.1	4.41c	0.01K	0.16c	3.07C	0.00K	0.00F
162.2	3.59c	0.01K	0.12C	2.84C	0.00K	0.00F
146.2	2.85C	0.01K	0.08C	2.49C	0.00K	0.00F
141.7	2.66c	0.01K	0.07c	2.41c	0.00K	0.00F
127.5	2.10c	0.01K	0.05C	2.10c	0.00K	0.00F

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

113.2	1.61c	0.00κ	0.03C	1.80c	0.00κ	0.00F
99.0	1.20c	0.00k	0.02c	1.52c	0.00κ	0.00F
92.7	1.04C	0.00κ	0.02C	1.41c	0.00κ	0.00F
79.6	0.75c	0.00k	0.01c	1.16C	0.00K	0.00F
66.4	0.51c	0.00κ	0.01c	0.93c	0.00κ	0.00F
53.2	0.32c	0.00k	0.00c	0.72c	0.00ĸ	0.00F
45.5	0.23C	0.00κ	0.00c	0.61c	0.00K	0.00F
34.1	0.13c	0.00K	0.00c	0.44c	0.00K	0.00F
22.7	0.05c	0.00κ	0.00C	0.28C	0.00κ	0.00F
11.4	0.01c	0.00K	0.00c	0.14c	0.00K	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
MAXIMUM	POLE FORCES C	ALCULATED(w.r	.t. to wir	nd direction)		
MAST	TOTAL	SHEAR.w.r.t.				TORSION
ELEV ft	AXIAL kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
194.0						
	0.00 A	0.00 K	0.00 L	0.00 I	0.00 I	0.00 I
178.1	10.77 A	3.68 K	0.00 L	-45.62 D	0.01 I	0.00 F
170.1	10.77 E	3.68 E	0.00 н	-45.62 D	0.01 F	0.00 F
162.2				-167.19 D		0.01 F
102.2	26.68 в	9.02 н	0.00 в	-167.19 D	0.03 F	0.01 F
146.2	35.34 в	11.80 н	0.00 в	-352.11 D	0.05 F	0.02 F
140.2	35.34 E	11.86 L	-0.05 c	-352.20 F	0.13 F	0.02 I
141 7	36.62 E	11.95 L	-0.05 C	-412.35 L	0.15 L	0.03 F
141.7	36.64 D	11.97 C	-0.04 C	-412.37 L	0.18 ∟	0.03 F
427.5	39.13 D	12.27 C	-0.04 C	-605.82 C	0.63 C	0.05 F
127.5	39.13 C	12.25 C	0.04 K	-605.80 C	0.62 C	0.05 F
	41.92 C	12.58 C	0.04 K	-802.15 C	-1.11 K	0.08 F
113.2	41.92 C	12.57 C	0.04 K	-802.14 C	-1.11 K	0.08 F
	45.01 C	12.93 C	0.04 K -	-1001.56 C	-1.71 K	0.10 F
99.0	45.01 C	12.94 C	0.04 F	-1001.52 C	-1.76 K	0.10 F
	47.87 C	13.10 C		-1090.32 C		0.11 F
92.7	47.87 C	13.08 C	.0.05 к	-1090.30 C	-2.00 K	0.11 F
	51.05 C	13.42 C	0.05 K	-1279.18 C	-2.65 K	0.13 F
79.6	51.05 C	13.42 C		-1279.17 c		0.13 F
	54.48 C	13.78 C		-1470.72 C		0.14 F
66.4		13.78 C		-1470.72 C		0.14 F
	58.17 C	14.15 C		-1665.19 C		0.15 F
53.2	58.17 C	14.16 C		-1665.18 C		0.15 F
	62.71 C			-1781.12 C		
45.5	62.71 C	14.38 C		-1781.12 C		0.16 F
	66.18 C	14.70 C		-1953.12 C		0.16 F
34.1	66.18 C			-1953.12 C	<i></i>	0.16 F
	00.10 C	74.10 C	0.07 K		3.00 K	0.10 F

22.7	69.84 C	15.02 C	0.04 K -2126.94 C	-5.57 к	0.17 F
22.7	69.84 C	15.02 C	0.04 к -2126.95 с	-5.57 к	0.17 F
11.4	73.73 C	15.32 C	0.04 K -2302.41 C	-6.05 K	0.17 F
11.7	73.73 C	15.32 C	0.04 K -2302.41 C	-6.05 K	0.17 F
	77.72 C	15.62 C	0.04 K -2479.38 C	-6.53 K	0.17 F
base reaction	77.72 C	-15.62 C	-0.04 к 2479.38 с	6.53 K	-0.17 F

# COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00							
154.00	0.00A	0.001	0.00k	0.001	YES	6.35A	45.2
170 00	0.01A	0.06D	0.00K	0.06D	YES	8.41A	45.2
178.08	0.01E	0.06D	0.00E	0.06D	YES	8.41A	45.2
162 17	0.01E	0.14D	0.01E	0.15D	YES	10.46A	45.2
162.17	0.01B	0.14D	0.01H	0.15D	YES	10.46A	45.2
146 25	0.01B	0.22D	0.01H	0.23D	YES	12.52A	45.2
146.25	0.01E	0.16F	0.01L	0.17F	YES	8.95A	45.2
141 75	0.01E	0.18L	0.01L	0.19L	YES	9.39A	45.2
141.75	0.01D	0.19L	0.01c	0.20L	YES	9.12A	45.2
127 50	0.01D	0.21c	0.01C	0.22C	YES	10.50A	45.2
127.50	0.01c	0.21c	0.01c	0.22C	YES	10.50A	45.2
442.25	0.01c	0.23C	0.01c	0.24C	YES	11.89A	45.2
113.25	0.01c	0.23C	0.01c	0.24c	YES	11.89A	45.2
	0.01c	0.23C	0.01c	0.24C	YES	13.27A	45.2
99.00	0.01c	0.23C	0.01c	0.24c	YES	13.27A	45.2
00 75	0.01c	0.23C	0.01C	0.24C	YES	13.88A	45.2
92.75	0.01c	0.25C	0.01c	0.26c	YES	13.52A	45.2
70.50	0.01c	0.24C	0.00c	0.25C	YES	14.80A	45.2
79.58	0.01c	0.24C	0.00c	0.25c	YES	14.80A	45.2
55.45	0.01c	0.24C	0.00c	0.25c	YES	16.08A	45.2
66.42	0.01c	0.24C	0.00c	0.25c	YES	16.08A	45.2
<b>5</b> 2 25	0.01c	0.24C	0.00c	0.25C	YES	17.35A	45.2
53.25	0.01c	0.24C	0.00c	0.25c	YES	17.35A	45.2
45 50	0.01c	0.24C	0.00c	0.25C	YES	18.11A	45.2
45.50	0.01c	0.25C	0.00c	0.26c	YES	17.75A	45.2
24.42	0.01c	0.25C	0.00c	0.26c	YES	18.86A	45.2
34.12	0.01c	0.25C	0.00c	0.26c	YES	18.86A	45.2
. 22.75	0.01c	0.25C	0.00c	0.26c	YES	19.96A	45.2
22.75	0.01c	0.25C	0.00c	0.26c	YES	19.96A	45.2
11 27	0.01c	0.25C	0.00c	0.26C	YES	21.06A	45.2
11.37	0.01c	0.25C	0.00c	0.26c	YES	21.06A	45.2
					•		

0.00 .	0.01c		.00C 0.2		22.17A	45.2
=======	===========	=========	=======	=====		
DOWN	SHEAR.w.r. ALONG	t.WIND.DIR ACROSS	MOMENT.w.r	.t.WIND.DIR ACROSS	TORSION	
kip	kip	kip	ft-kip		ft-kip	
77.72 C	15.62 C	0.04 K	-2479.38 C	-6.53 K	0.17 F	

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SO#: 412287

Site Name: Lenville FN, KY

Date: 6/27/2018

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

# **Pole Data**

Diameter:	67.850	in (flat to flat)
Thickness:	0.5	in
Yield (Fy):	65	ksi
# of Sides:	18	"0" IF Round
Strength (Fu):	80	ksi

# **Reactions**

Moment, Mu:	9751.04	ft-kips
Axial, Pu:	93.21	kips
Shear, Vu:	61.35	kips

# **Anchor Rod Data**

Quantity:	26				
Diameter:	2.25	in	Anchor Rod Results		
Rod Material:	A615				
Strength (Fu):	100	ksi	Maximum Rod (Pu+ Vu/η):	247.5 Kips	
Yield (Fy):	75	ksi	Allowable Φ*Rnt:	260.0 Kips	(per 4.9.9)
BC Diam. (in):	75.25	BC Override:	Anchor Rod Interaction Ratio:	95.2% Pass	

# **Plate Data**

Drain Location:

			<b>Base Plate Results</b>		
Diameter (in):	81	Dia. Override:			
Thickness:	2.5	in	Base Plate (Mu/Z):	43.7 ksi	
Yield (Fy):	50	ksi	Allowable Φ*Fy:	45.0 ksi	(per AISC)
Eff Width/Rod:	8.28	in	Base Plate Interaction Ratio:	97.1% Pass	
Drain Hole:	2.625	in. diameter			

in. center of pole to center of drain hole

31.75 Center Hole: 55.5 in. diameter

LPile for Windows, Version 2018-10.003

Analysis of Individual Piles and Drilled Shafts Subjected to Lateral Loading Using the p-y Method © 1985-2018 by Ensoft, Inc. All Rights Reserved

This copy of LPile is being used by: Amy R. Herbst Sabre Serial Number of Security Device: 227886682 This copy of LPile is licensed for exclusive use by: Sabre Communications Corporation Use of this program by any entity other than Sabre Communications Corporation is a violation of the software license agreement. Files Used for Analysis Path to file locations:
\Program Files (x86)\Ensoft\Lpile2018\files\ Name of input data file: 412287.lp10 Name of output report file: 412287.1p10 Name of plot output file: 412287.lp10 Name of runtime message file: 412287.1p10 Date and Time of Analysis Date: June 27, 2018 Time: 16:53:54 Problem Title : Lenville FN, KY Site : 195' Monopole Tower Prepared for : AT&T Job Number : 412287 : ARH Engineer Program Options and Settings Computational Options:
- Use unfactored loads in computations (conventional analysis)
Engineering Units Used for Data Input and Computations:
- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

```
- Maximum number of iterations allowed
                                                                                                                                999
  - Deflection tolerance for convergence
- Maximum allowable deflection
                                                                                                                  1.0000E-05 in
100.0000 in
  - Number of pile increments
                                                                                                                                100
Loading Type and Number of Cycles of Loading: - Static loading specified

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

Output Options:
- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
  - Print using wide report formats
                                       Pile Structural Properties and Geometry
Number of pile sections defined
Total length of pile
Depth of ground surface below top of pile
                                                                                                                         42.500 ft
0.5000 ft
Pile diameters used for p-v curve computations are defined using 2 points.
p-y curves are computed using pile diameter values interpolated with depth over
the length of the pile. A summary of values of pile diameter vs. depth follows.
                      Depth Below
                                                                 Pile
                    Pile Head
                                                              Diameter
Point
                     feet
                                                             inches
  No.
                             0.000
   1
                                                            108,0000
                             42.500
                                                           108.0000
Input Structural Properties for Pile Sections:
Pile Section No. 1:
      Section 1 is a round drilled shaft, bored pile, or CIDH pile
Length of section = 42.500000 ft
Shaft Diameter = 108.000000 in
      Shear capacity of section
                                                                                                                          0.0000 lbs
                                         Ground Slope and Pile Batter Angles
                                                                                                                            0.000 degrees
0.000 radians
Ground Slope Angle
                                                                                                                           0.000 degrees
0.000 radians
Pile Batter Angle
                                         Soil and Rock Layering Information
The soil profile is modelled using 1 layers
Layer 1 is stiff clay without free water
     Distance from top of pile to top of layer = Distance from top of pile to bottom of layer = Effective unit weight at top of layer = Effective unit weight at bottom of layer = Undrained cohesion at top of layer = Undrained cohesion at bottom of layer =
                                                                                                               0.500000 ft
60.500000 ft
110.000000 pcf
110.000000 pcf
1000.000000 psf
1000.000000 psf
```

0.010000 0.010000

(Depth of the lowest soil layer extends 18.000 ft below the pile tip)

	Summa	y of Input S	oil Propertie			
Layer Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Undraine Cohesion psf	d E50 or krm	
1	Stiff Clay w/o Free Water	0.5000 60.5000	110.0000 110.0000	1000.000	0 0.01000 0 0.01000	
Static	loading criteria were u	ised when com	puting p-y cι	rves for a	ll analyses.	
	Pile-head Load	ling and Pile		Conditions		
Number	of loads specified = 2					
Load No.	Load Condition Type 1	1	Condition 2		Axial Thrust Force, lbs	Compute Top y vs. Pile Length
1 2	1 V = 81800 1 V = 15620	). lbs M = ). lbs M =	156016640. 29752560.	in-lbs in-lbs	124280. 77720.	No No
Thrust	ed shear loading (Load force is assumed to be omputations of Nominal N	acting axial	ly for all pi	ear Bendin	g Stiffness	
Axial t	thrust force values were	e determined	from pile-hea	d loading	conditions	
	of Pile Sections Analyzection No. 1:	red = 1				
			<b>6</b> - 1-17-8			
Dimensi	ions and Properties of C	Prilled Shart	(Bored Pile)	: -		
Shaft D Concret Number Yield S Modulus Gross A Total A Area Ra Edge-to Maximum Ratio C Offset	of Section Diameter te Cover Thickness of Reinforcing Bars Stress of Reinforcing Ba s of Elasticity of Reinf Area of Shaft Area of Reinforcing Stee atio of Steel Reinforcer D-Edge Bar Spacing I Concrete Aggregate Siz of Bar Spacing to Aggreg of Center of Rebar Cage	orcing Bars el ent e		= 108.00 3.62 = 60 = 29000 = 9 = 56.21 = 7.24 = 0.75	0000 ft 0000 in 5000 in 36 bars 000. psi 000. psi 161. sq. in. 2203 sq. in. 0.61 percent 8051 in 0000 in 9.66 0000 in	
	Structural Capacities:					
Nom. Ax Tensile Nominal	kial Structural Capacity e Load for Cracking of C l Axial Tensile Capacity	/ = 0.85 Fc A Concrete /	c + Fy As	= 38198 = -4196 = -3372	.102 kips .692 kips .732 kips	

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar	Bar Diam.	Bar Area	X	Y
Number	inches	sq. in.	inches	inches
1 2 3 4 5 6 7 8 9	1.410000 1.410000 1.410000	1.561450 1.561450 1.561450	49.670000 48.915401 46.674532	0.00000 8.625105 16.988141
4	1.410000	1.561450	43.015482	24.835000
	1.410000	1.561450	38.049427	31.927261
<u>6</u>	1.410000	1.561450	31.927261	38.049427
7	1.410000	1.561450	24.835000	43.015482
8	1.410000	1.561450	16.988141	46.674532
9	1.410000	1.561450	8.625105	48.915401
10	1.410000	1.561450	0.00000	
11	1.410000	1.561450	-8.625105	49.670000 48.915401
12	1.410000	1.561450	-16.988141	46.674532
13	1.410000	1.561450	-24.835000	43.015482
14	1.410000	1.561450	-31.927261	38.049427
	1.410000	1.561450	-38.049427	31.927261
15 16 17	1.410000	1.561450	-43.015482	24.835000
18	1.410000	1.561450	-46.674532	16.988141
	1.410000	1.561450	-48.915401	8.625105
19	1.410000	1.561450	-49.670000	0.00000
20	1.410000	1.561450	-48.915401	-8.625105
21	1.410000	1.561450	-46.674532	-16.988141
22	1.410000	1.561450	-43.015482	-24.835000
23	1.410000	1.561450	-38.049427	-31.927261
24	1.410000	1.561450	-31.927261	-38.049427
	1.410000	1.561450	-24.835000	-43.015482
25 26 27	1.410000 1.410000	1.561450 1.561450	-16.988141 -8.625105	-46.674532 -48.915401
28	1.410000	1.561450	0.00000	-49.670000
29	1.410000	1.561450	8.625105	-48.915401
30	1.410000	1.561450	16.988141	-46.674532
31	1.410000	1.561450	24.835000	-43.015482
32	1.410000	1.561450	31.927261	-38.049427
33	1.410000	1.561450	38.049427	-31.927261
34 35 36	1.410000 1.410000	1.561450 1.561450	43.015482 46.674532	-24.835000 -16.988141
36	1.410000	1.561450	48.915401	-8.625105

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

Minimum spacing between any two bars not equal to zero = 7.248 inches between bars 22 and 23.

Ratio of bar spacing to maximum aggregate size = 9.66

#### Concrete Properties:

\_\_\_\_\_

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

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

Number	Axial Thrust Force
	kips
1	77.720
2	124.280

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

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

Load	Axial Thrust	Nominal Mom. Cap.	Max. Comp.
No.	kips	in-kip	Strain
1 2	77.720 124.280	160545.622 162472.567	0.00300000

Note that the values of moment capacity in the table above are not

factored by a strength reduction factor (phi-factor).

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

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

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

Axial	Resist.	Nominal	Ult. (Fac)	Ult. (Fac)	Bend. Stiff.
Load	Factor	Moment Cap	Ax. Thrust	Moment Cap	at Ult Mom
No.	for Moment	in-kips	kips	in-kips	kip-in^2
1 2	0.65	160546.	50.518000	104355.	4.3954E+09
	0.65	162473.	80.782000	105607.	4.4565E+09
1 2	0.70	160546.	54.404000	112382.	4.3806E+09
	0.70	162473.	86.996000	113731.	4.4372E+09
1 2	0.75	160546.	58.290000	120409.	4.2331E+09
	0.75	162473.	93.210000	121854.	4.2944E+09

# Summary of Pile-head Responses for Conventional Analyses

Definitions of Pile-head Loading Conditions:

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

Load Load Case Type No. 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	
1 V, 1b 2 V, 1b		M, in-lb M, in-lb	1.56E+08 2.98E+07	124280. 77720.		-0.07214 -2.97E-04	-660400. -114885.	1.59E+08 3.02E+07

Maximum pile-head deflection = 19.0048652453 inches Maximum pile-head rotation = -0.0721379407 radians = -4.133200 deg.

The analysis ended normally.

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

Moment (ft·k)	9,751.04	
Shear (k)	61.35	
Caisson diameter (ft)	9	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	33	
Lateral soil pressure (lb/ft²)	300.00	
Ground to application of force, h (ft)	159.44	
Applied lateral force, P (lb)	61,350	
Lateral soil bearing pressure, S <sub>1</sub> (lb/ft)	3,300.00	
Diameter, b (ft)	9	
Α	4.83	$= (2.34P)/(S_1b)$
Minimum depth of embedment, d (ft)	31.50	$= 0.5A[1 + (1 + (4.36h/A))^{1/2}]$

# MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

195' Monopole AT&T Lenville FN, KY (412287) 06/27/18 ARH

Overall Loads:			
Factored Moment (ft-kips)	9751.04		
Factored Axial (kips)	93.21		
Factored Shear (kips)	61.35		
Bearing Design Strength (ksf)	3.75	Max. Net Bearing Press. (ksf)	3.32
Water Table Below Grade (ft)	999		
Width of Mat (ft)	33	Allowable Bearing Pressure (ksf)	2.50
Thickness of Mat (ft)	2	Safety Factor	2.00
Depth to Bottom of Slab (ft)	6	Ultimate Bearing Pressure (ksf)	5.00
Quantity of Bolts in Bolt Circle	26	Bearing Φs	0.75
Bolt Circle Diameter (in)	75.25		
Top of Concrete to Top	C0		
of Bottom Threads (in) Diameter of Pier (ft)	9	Minimum Diar Diameter (ft)	7.60
Ht. of Pier Above Ground (ft)	0.5	Minimum Pier Diameter (ft) Equivalent Square b (ft)	7.60 7.98
Ht. of Pier Below Ground (ft)	4	Square Pier? (Y/N)	N
Quantity of Bars in Mat	71	Square Fier: (1/14)	14
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in <sup>2</sup> )	55.76		
Spacing of Bars in Mat (in)	5.56	Recommended Spacing (in)	5 to 12
Quantity of Bars Pier	60		,
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.625		
Spacing of Ties (in)	12		
Area of Bars in Pier (in <sup>2</sup> )	47.12	Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	45.80
Spacing of Bars in Pier (in)	5.22	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd3)	91.27		
Two-Way Shear Action:	51.27		
	20		
Average d (in)	20		
$\phi v_{c}$ (ksi)	0.227	v <sub>u</sub> (ksi)	0.197
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.227		
$\phi V_c = \phi 4 f'_c^{1/2}$	0.228		
Shear perimeter, bo (in)	402.12		
$eta_{ t c}$	1		
One-Way Shear:			
$\phi V_c$ (kips)	903.2	$V_{\rm u}$ (kips)	552.5
Stability:			101/201
Overturning Design Strength (ft-k)	13342.5	Total Applied M (ft-k)	10149.8

	-		
PIAT	De	CIC	n.
Pier		SIL	

$\phi V_n$ (kips)	1069.5	V <sub>u</sub> (kips)	61.4
$\phi V_c = \phi 2(1 + N_u/(2000A_g))f'_c^{1/2}b_w d$	1069.5		
V <sub>s</sub> (kips)	0.0	*** $V_s max = 4 f'_c^{1/2} b_w d (kips)$	2503.8
Maximum Spacing (in)	6.78	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development I <sub>dh</sub> (in)	12.17
		*** Ref. To Spacing Requirements ACI 1	1.5.4.3

# Flexure in Slab:

$\phi M_n$ (ft-kips)	4741.6	M <sub>u</sub> (ft-kips)	4715.0
a (in)	2.21		
Steel Ratio	0.00704		
$\beta_1$	0.825		
Maximum Steel Ratio (ρ <sub>t</sub> )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	147.14	Required Development in Pad (in)	26.64

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

# KY Public Service Commission

# Master Utility Search

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

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

▼ Active ▼

Search

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	С	San Francisco	CA
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	Α	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
View	44451184	Alltel Communications, LLC	Cellular	Α	Basking Ridge	NJ
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	ОН
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4108750	Blue Jay Wireless, LLC	Cellular	С	Carrollton	TX
View	4111050	BlueBird Communications, LLC	Cellular	С	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	Α	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	IA

View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	<del> </del>	Basking	NJ
View	4106600	Cintex Wireless, LLC	Cellular	ח	Ridge Rockville	MD
	4111150	Comcast OTR1, LLC	Cellular		Philadelphia	PA
	4101900	Consumer Cellular, Incorporated	Cellular		Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	В	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	<del></del>		TX
View	10640	Cumberland Cellular Partnership	Cellular	Α	Elizabethtown	KY
View	4111200	Dynalink Communications, Inc.	Cellular	С	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	Α	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ОК
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA ·
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
View	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	Α	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4103100	i-Wireless, LLC	Cellular	Α	Newport	KY
View	4 I I I I I I I I I I I I I I I I I I I	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ОК
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	Α	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	Α	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4111250	Liberty Mobile Wireless, LLC	Cellular	С	Sunny Isles Beach	
View	4111400	Locus Telecommunications, LLC	Cellular	С	Fort Lee	UЛ
View	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular	Α	Bellevue	WA
					1	

View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular		San Antonio	TX
View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS <sub>.</sub>
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	Α	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	ОН
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	Α	Covington	GA
View	4111350	Q LINK MOBILE LLC	Cellular	С	Dania Beach	FL
View	4106700	Q Link Wireless, LLC	Cellular	В	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	ΙA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular	С	Culver City	CA
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	ĽΝ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	Α	Carbondale	IL
Vièw	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ .
View	4200100	Sprint Spectrum, L.P.	Cellular	Α	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	Α	Atlanta	GA <sup>.</sup>
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation dba Life Wireless	Cellular	D	Covington	GA <sup>.</sup>
View	4108450	Tempo Telecom, LLC	Cellular	D	Atlanta	GA
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY

View	4109000	Ting, Inc.	Cellular	Α	Toronto	ON
·View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	ĽΩ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	Α	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	D	Lone Tree	CO
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	KY

# EXHIBIT E FAA

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

Airspace User: Not Identified

File: Lenville FN

Location: West Liberty, KY

Latitude: 37°-58'-48.08" Longitude: 83°-18'-36.59"

SITE ELEVATION AMSL.....1094 ft. STRUCTURE HEIGHT.....199 ft. OVERALL HEIGHT AMSL.....1293 ft. SURVEY HEIGHT AMSL.....1293 ft.

#### NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL) FAR 77.9(b): NNR (DNE Notice Slope) FAR 77.9(c): NNR (Not a Traverse Way)

NNR FAR 77.9 IFR Straight-In Notice Criteria for 9I3 FAR 77.9:

FAR 77.9: NNR (No Expected TERPS® impact SYM)

FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

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

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

section for notice requirements for offset IFR procedures and EMI.

#### OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL

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

VFR TRAFFIC PATTERN AIRSPACE FOR: 913: WEST LIBERTY

Type: A RD: 28933.51 RE: 897 FAR 77.17(a)(1): DNE

FAR 77.17(a)(2): Does Not Apply.

VFR Horizontal Surface: DNE

VFR Conical Surface: DNE

VFR Primary Surface: DNE

VFR Approach Surface: DNE

VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: SYM: MOREHEAD-ROWAN COUNTY CLYDE

Type: A RD: 115800.2 RE: 1028.4

FAR 77.17(a)(1): DNE FAR 77.17(a)(2): DNE DNE - Greater Than 5.99 NM.

VFR Horizontal Surface: DNE

VFR Conical Surface: DNE

VFR Primary Surface: DNE

VFR Approach Surface: DNE

VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

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

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4): DNE - No Airway Found

PRIVATE LANDING FACILITIES

No Private Landing Facilites Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

DIST DELTA GRND FAC

APCH

IDNT TYPE AT FREQ VECTOR (ft) ELEVA ST LOCATION

ANGLE BEAR

ECB VORTAC I 110.4 60.46 132243 +223 KY NEWCOMBE

.10

KJKL RADAR WXL Y 180.33 141741 -159 KY JACKSON

-.06

CFR Title 47, \$1.30000-\$1.30004

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

No AM Stations were located within 3.0 km.

Airspace® Summary Version 18.5.504

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06-05-2018 09:22:09

# EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION

#### **Cody Knox**

From:

Houlihan, John F (KYTC) < John. Houlihan@ky.gov>

Sent:

Friday, June 01, 2018 12:13 PM

To:

Cody Knox

Subject:

RE: AT&T KAZC permit determination - Lenville FN

No permit is required from the KAZC. Thank you

Kentucky Airport Zoning Commission (KAZC)
John Houlihan, Administrator
Department of Highways, District Six
421 Buttermilk Pike
Covington, KY 41017
Office 950 341 3700 Deak 950 341 3707 Ext. 203

Office 859-341-2700, Desk 859-341-2707 Ext. 292, Cell 502-330-3955

KAZC webpage: <a href="https://transportation.ky.gov/Aviation/Pages/airportzoning.aspx">https://transportation.ky.gov/Aviation/Pages/airportzoning.aspx</a>

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

From: Cody Knox < cknox@integrisite.net > Sent: Thursday, May 31, 2018 5:11 PM

To: Houlihan, John F (KYTC) < John. Houlihan@ky.gov>

**Cc:** GLASGOW, MARIE <<u>marie.glasgow@mastec.com</u>>; MILANA, STEVEN <<u>steven.milana@mastec.com</u>>; Wayne Barnett <<u>wbarnett@integrisite.net</u>>; Roy Johnson <<u>rjohnson@johnsonpm.com</u>>; Matt Hill <<u>Joseph.Hill2@mastec.com</u>>; Sam

Astrahan < Sam. Astrahan@mastec.com >; Ed Coachman < edward.coachman@mastec.com >

Subject: AT&T KAZC permit determination - Lenville FN

John.

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

Project Name: Lenville FN Latitude: 37 58 48.084 N Longitude: 83 18 36.599 W

GE: 1,093.9'

Tower height including lightning arrestor: 199'

Overall height: 1,292.9'

Thank you,

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

# EXHIBIT G GEOTECHNICAL REPORT



#### ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES



## **Preliminary Geotechnical Investigation**

### Lenville FN

146 Yocum Road West Liberty, Morgan County, Kentucky

ECA Project No. U3007



#### SUBMITTED TO:

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

#### PREPARED BY:

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



#### ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

September 21, 2018

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

Attention:

Mr. Jeremy Sharit

Subject:

Report of Preliminary Geotechnical Investigation

Lenville FN

146 Yocum Road

West Liberty, Morgan County, Kentucky

ECA Project No. U3007

Dear Mr. Sharit:

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

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

#### Purpose and Scope of Work

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

#### **Project Information**

We were provided with a project site survey prepared by SMW Engineering Group, Inc., and dated April 27, 2018. The proposed tower would be located at 146 Yocum Road, West Liberty, Morgan County, Kentucky. In general, the proposed tower compound would be located within a hilly terrain with surface elevations ranging between 1,069 to 1,095 feet Above Mean Sea Level (AMSL) within the proposed 10,000 (100-foot by 100- foot) square foot lease area. The ground

Mr. Jeremy Sharit Page 2

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

#### **Estimated Site and Subsurface Conditions**

The topography leading up to the proposed compound is hilly. The elevation at the proposed tower location is about 1,094 feet AMSL. The soil survey shows three potential soil types near the proposed tower location. The soil survey described the existing site soils as mainly silt and sandy loam. A complete description of the soil types is attached in Appendix B. The geology of the site is best described by the Geological Map of State of Kentucky, Kentucky Geological Survey, and the U.S. Geological Survey, as being within Breathitt Formation, lower part. The local geology is also shown in Appendix B. In general, the general soil profile descriptions include siltstone, sandstone or conglomerate occurring at relatively shallow depth.

Groundwater will not likely be encountered in foundation excavations.

#### Recommendations

Based on the anticipated rocky soil conditions and relatively shallow bed rock, the tower will likely be supported on a shallow mat (pad and pier) foundation system. Assuming residual soils at the tower foundation bearing level, a nominal bearing pressure of about 3,000 pounds per square foot (psf) is likely appropriate.

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

Sincerely,

Environmental Corporation of America

Héctor A. Acosta, M.S.C.E., P.E. Principal Geotechnical Engineer

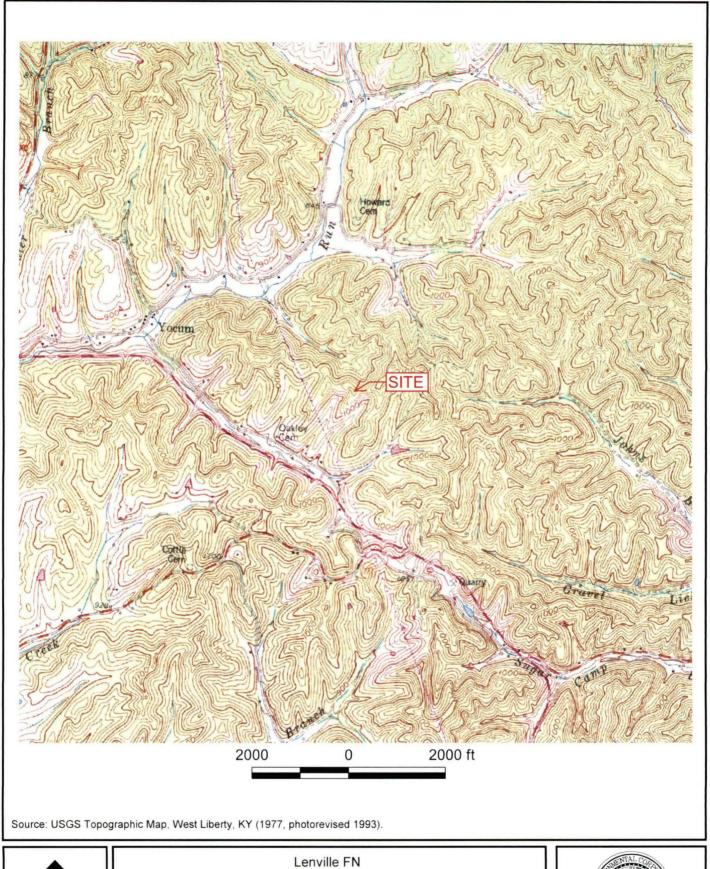
State of Kentucky Reg. No. 31144

Athulya Balakrishnan Project Engineer

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

## **APPENDIX A**

Topographic Map and Site Survey



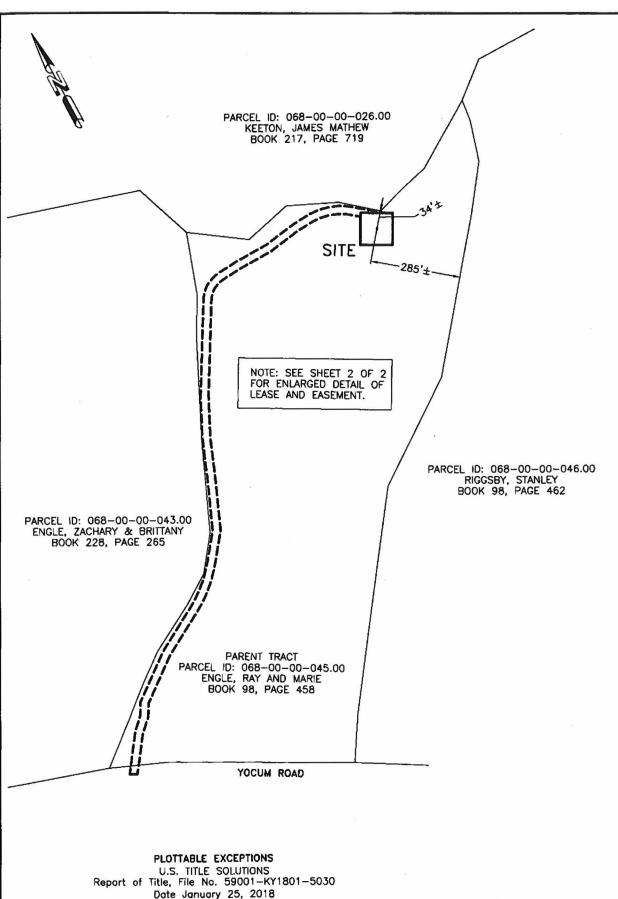


146 Yocum Road

West Liberty, Morgan County, Kentucky

Figure 1: Site Location Map





PARENT TRACT (BOOK 98, PAGE 458)

A certain tract of parcel of land lying and being in Morgan County and State of Kentucky, and on the McClannohan Branch, (near Yocum Post Office), and more fully described as follows:

Beginning at a walnut stump on the south side of the highway at the F.C. and Bessie Oakley property; thence a southerly direction with the line of F.C. and Bessie Oakley to the top of the hill to a corner of the land of Clella Engle and F.C. and Bessie Oakley and the land hereby conveyed; thence with the said Engle line a westerly direction to the corner of Darrell and Drexell Lewis property; thence a westerly direction with said line and dividing ridge between Grassy Creek and McClannahan Branch to line and corner of Omar Lewis property; thence a northerly direction and with the Omer Lewis line to the top of the bluff near the McClannahan Branch and corner of Omer Lewis property; thence an easterly direction with Jim Frank Lewis (now Drexell Lewis) line and top of the bluff near McClannahan to a corner of the Jim Frank Lewis (or Drexell Lewis) property; thence a northerly direction down the bluff and crossing McClannahan Branch with said Lewis line to the county road at a culvert; thence coming up the road and with some to the last line of the cemetery lot; thence crossing said county road (na highway No. ) to a forked white oak in the line of Rachel and Myrtle Cassity; thence a Northeast direction with said Cassity line to the line of Alvie Riggsby (now Devene Quicksall Knox) on top of the ridge; thence an easterly direction with the center of the ridge and Riggsby's line to the corner of Walter Riggsby property; thence with the line of Walter Riggsby to county road and crossing the same to the point of beginning. There is Excluded and specifically Reserved from this conveyance the Cemetery as it is now located on said property.

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

Being a portion of that certain tract of land as described and recorded in Book 98, Page 458, in the Office of the Clerk of Morgan County, Kentucky and having Morgan County Tax Parcel ID: 068-00-00-045.00 and being more particularly described as follows:

Commencing at a pk nail found at the centerline intersection of Yocum Road and C.R. 1443; thence run N 71°47'27° W for a distance of 85.66 feet to a 6' x 6' concrete right-of-way monument found; thence N 19'11'48' E for a distance of 1719.16 feet to a 5/8" rebar set and the Point of Beginning; thence N 21"34"23" E for a distance of 100.00 feet to a 5/8" rebar set; thence S 68'25'38" E for a distance of 100.00 feet to a 5/8" rebar set; thence S 21'34'23" W for a distance of 100.00 feet to a 5/8" rebar set; thence N 68'25'38" W for a distance of 100.00 feet to the Point of Beginning. Sold above described Lease Area contains 10,000.0 square feet or 0.23 acres, more or less.

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

Being a partion of that certain tract of land as described and recorded in Book 98, Page 458, in the Office of the Clerk of Margan County, Kentucky and having Morgan County Tax Parcel ID: 068-00-00-045.00 and being more particularly described as follows:

Commencing at a pk nail found at the centerline intersection of Yocum Road and C.R. 1443; thence run N 71°47′27° W for a distance of 85.66 feet to a 6" x 6" concrete right-of-way monument found; thence N 19"11"48" E for a distance of 1719.16 feet to a 5/8" rebar set; thence N 21"34"23" E for a distance of 100.00 feet to a 5/8" rebar set; thence S 68"25"38" E for a distance of 24.11 5/8" rebar set; thence N 21°34°23° E for a distance of 100.00 feet to a 5/8' rebar set; thence S 68°25'38" E for a distance of 24.11 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence N 52'05'50' W for a distance of 69.56 feet to a point; thence with a curve turning to the left, with a radius of 204.25 feet, an arc length of 117.25 feet, and having a chord bearing of N 74°30'01" W for a chord length of 115.65 feet to a point; thence S 85°44'06" W for a distance of 56.00 feet to a point; thence S 80°45'41" W for a distance of 103.79 feet to a point; thence S 88°47'58" W for a distance of 115.09 feet to a point; thence S 84°45'39" W for a distance of 61.55 feet to a point; thence S 88°20'25" W for a distance of 115.09 feet to a point; thence S 88°20'25" W for a chord length of 81.23 feet to a point; thence S 29°25'08" W for a distance of 304.03 feet to a point; thence S 25°11'30" W for a distance of 133.88 feet to a point; thence S 20°30'23" W for a distance of 117.58 feet to a point; thence S 21°50'35" W for a distance of 169.56 feet to a point; thence S 37'03'26" W for a distance of 101.80 feet to a point; thence with a curve to the right, with a radius of 409.61 feet to a point; thence S 37'03'26" W for a distance of 101.80 feet to a point; thence W for a distance of 169.56 feet to a point; thence S 37'03'26" W for a distance of 101.80 feet to a point; thence W for a distance of 169.56 feet to a point; thence S 37'03'26" W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101.80 feet to a point; thence W for a distance of 101. curve to the right, with a radius of 409.61 feet, an arc length of 160.00 feet, and having a chard bearing of S 48'14'52" W for a chord length of 158.99 feet to a point; thence S 60'09'17" W for a distance of 157.24 feet to a point; thence S 52'16'34" W for a distance of 172.32 feet to a point; thence S 28'27'46" W for a distance of 41.12 feet to a point; thence S 45'29'12" W for a distance of 55.28 feet to a point; thence S 35"35"55" W for a distance of 130.34 feet, more or less, to the centerline of Yocum Road and the Point of Ending. Sold above described Easement contains 53,823.6 square feet or 1.24 acres, more or less. Less and Except any and all right-of-way lying over and/or across the above described Easement.

#### SURVEYOR'S NOTES '

- 1. This is a Rawland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 29, 2018.
- The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectorless and Hiper + Legacy E RTK, GD 1HZ.
   Bearings are based on Kentucky State Plane Coordinates NAD 83 by GPS abservation.
- 4. No underground utilities, underground encroachments or building foundations were measured
- or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown. 5. Benchmark used is a GPS Continuously Operating Reference Station, PID DH7117. Onsite
- benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88. 6. This survey was conducted for the purpose of a Rowland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- 7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data. 8. This Survey was conducted in reference to a Report of Title prepared by U.S. Title Solutions, File No. 59001-KY1801-5030, and dated January 25, 2018.
- 9. This survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KAR 18:150.
- 10. Field data upon which this map ar plat is based has a closure precision of not less than one-foot in 15,000 feet (1':15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted. 11. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
- 12. This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified. 13. The Lease Area, and Access and Utility Easement shown hereon was provided by CLIENT dated March 29, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy. 14. No zoning information supplied by client.

#### SURVEYOR'S CERTIFICATION

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

Kentucky License No. 3964

FLOOD NOTE

By grophic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 21175C0175C. which bears an effective date of August 19, 2008 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% chance annual floodplain.

**LENVILLE FN** MORGAN COUNTY, KENTUCKY

TOWER INFO CENTER OF TOWER: LATITUDE: 37'58'48.084" NORTH LONGITUDE: 83'18'36.599" WEST (NAD 83) GROUND ELEVATION: 1093.9 ABOVE MEAN SEA LEVEL (NAVD88) PARCEL NO. 068-00-00-045.00 OWNER: ENGLE, RAY AND MARIE PARCEL ADDRESS: 146 YOCUM ROAD WEST LIBERTY, KY 41472 VICINITY MAP PROJECT NO YOCUN 18-0768 NOT TO SCALE KENTUCKY GRID TO TRUE NORTH CONVERGENCE 1'29'52.66305" INTEGRISITE 2106 NORTH 7TH ST. SLITE 22 WEST MONROE, IA 71291 TRUE NORTH TO MAGNETIC DECLINATION COMBINED SCALE FACTOR 0.999906570 LEGEND O = 5/8" REBAR SET • = FOUND PROPERTY MARKER POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT POE = POINT OF ENDING ▲ = CALCULATED POINT Q = POWER POLE = TEMPORARY BENCHMARK PK NAIL SET IN ASPHALT ELEVATION: 891.32'

Group, Drive 35244 enter Dri - · - · - · OD-= OVERHEAD POWER

PROFESSIONAL **LAND SURVEYOR** 

STATE OF KENTUCKY

DAVID D.

McKINNEY

3984

LICENSED

Exception No. 1 - 7

(8)

Book 61, Page 407

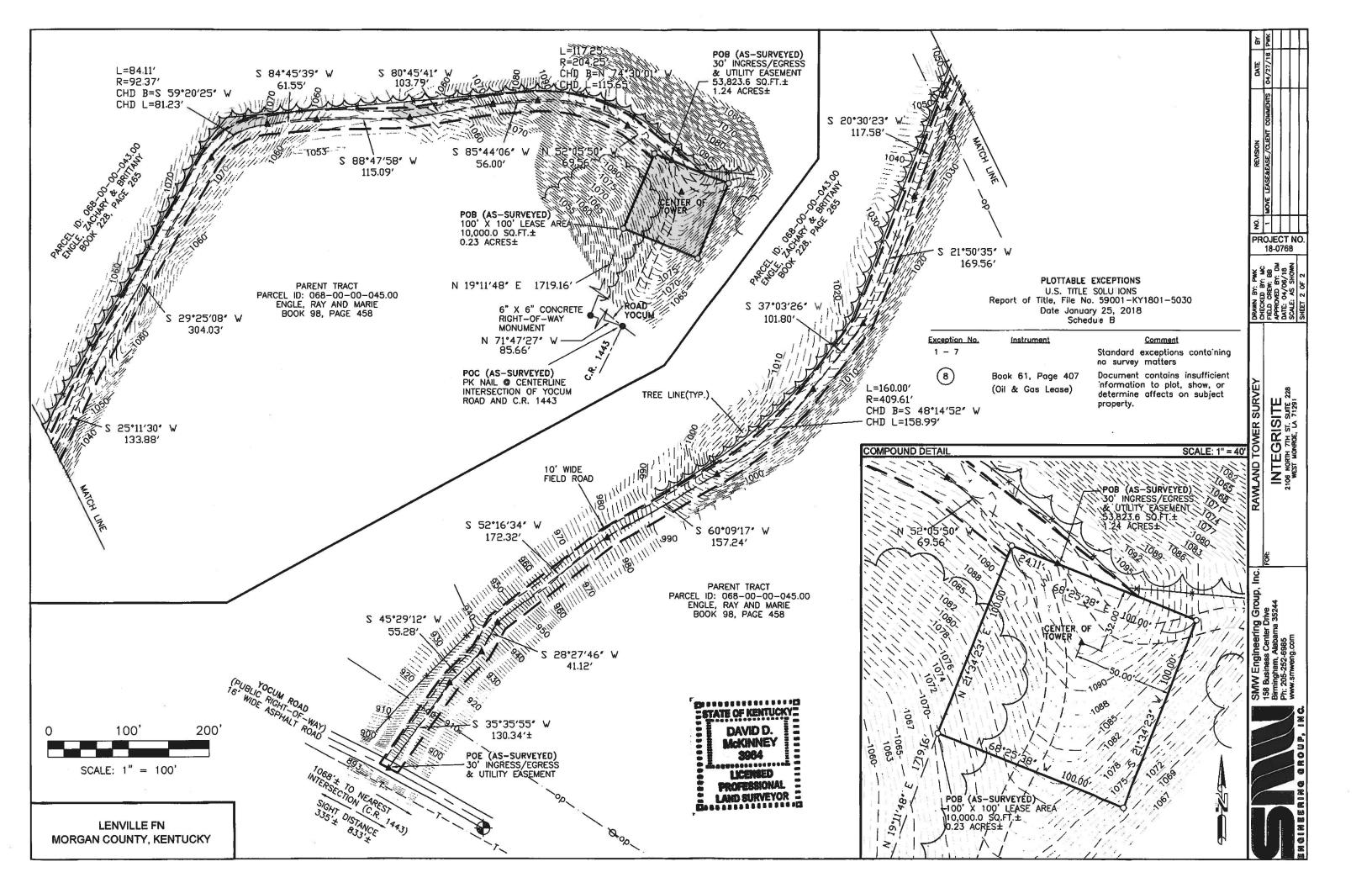
Instrument

Document contains insufficient information to plot, show, or determine affects on subject property.

Comment

Standard exceptions containing no survey matters

Schedule B



## **APPENDIX B**

Local Geology, Soil Survey, and Soil Descriptions

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

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

### Breathitt Formation, lower part

XML (/geology/state/xml/KYPAbl;0) JSON (/geology/state/json/KYPAbl;0)

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

State

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

Name

Breathitt Formation, lower part

Geologic

Pennsylvanian

age

Lithologic

Major

constituents

#### Minor

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

#### Incidental

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

Comments along and south of Pine Mountain; thickness is 625-800 m; in south-

> central Kentucky, thickness is at least 500+ m; in northeastern Kentucky, thickness is 50-300+ m; in east-central Kentucky, thickness is 225-415 m

References

Noger, M.C., compiler, 1988, Geologic map of Kentucky: sesquicenntennial edition of the Kentucky Geological Survey: U.S. Geological Survey and the Kentucky Geological Survey,

scale 1:500,000.

NGMDB

NGMDB product page for 16355

product

(https://ngmdb.usgs.gov/Prodesc/proddesc 16355.htm)

#### **Counties**

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

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

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



#### MAP LEGEND

#### Area of Interest (AOI)

Area of Interest (AOI)

#### Soils

Soil Map Unit Polygons



Soil Map Unit Points

#### **Special Point Features**

Blowout (0)

Borrow Pit DO

Clay Spot ×

Closed Depression

Gravel Pit

Gravelly Spot

Landfill 0

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

0 Stony Spot

Very Stony Spot

Wet Spot

Other Δ

Special Line Features

#### **Water Features**

0

Streams and Canals

#### Transportation

Rails +++

Interstate Highways

**US Routes** 

Major Roads

Local Roads

#### Background

Aerial Photography

#### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

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

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

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

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Magoffin and Morgan Counties, Kentucky Survey Area Data: Version 13, Oct 3, 2017

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

Date(s) aerial images were photographed: Feb 27, 2016—Mar 4, 2017

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

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
GnF	Gilpin-Latham-Marrowbone complex, 20 to 60 percent slopes	21.3	16.1%
LsE	Latham-Shelocta-Gilpin complex, 12 to 30 percent slopes	5.1	3.9%
MgE	Marrowbone-Gilpin-Latham complex, 15 to 30 percent slopes	16.3	12.4%
RoB	Rowdy loam, 0 to 4 percent slopes, occasionally flooded	0.0	0.0%
SIF	Shelocta-Gilpin complex, 20 to 65 percent slopes, stony	89.1	67.6%
Totals for Area of Interest		131.8	100.0%

Established Series JDM/Rev. MDJ 08/2014

### MARROWBONE SERIES

TAXONOMIC CLASS: Coarse-loamy, mixed, semiactive, mesic Typic Dystrudepts

**TYPICAL PEDON:** Marrowbone fine sandy loam - on a 44 percent south facing slope under mixed hardwoods at 1,480 feet elevation. (Colors are for moist soil unless otherwise indicated).

Oi--0 to 3 cm (0 to 1 inch); loose, slightly decomposed hardwood leaf litter; moderately acid; abrupt wavy boundary. 0 to 5 cm (0 to 2 inches) thick

A--3 to 15 cm (1 to 6 inches); brown (10YR 4/3) fine sandy loam; moderate medium granular structure; very friable; common fine to coarse roots; 10 percent sandstone fragments; moderately acid; clear smooth boundary. 5 to 18 cm (3 to 7 inches) thick

**Bw1--**15 to 25 cm (6 to 10 inches); brown (7.5YR 4/4) loam; moderate medium subangular blocky structure; friable; few fine and medium roots; few thin discontinuous brown (10YR 4/3) organic coatings on surfaces of peds; 5 percent sandstone fragments; strongly acid; clear smooth boundary.

**Bw2--**25 to 43 cm (10 to 17 inches); strong brown (7.5YR 5/6) fine sandy loam; moderate medium subangular blocky structure; friable; few fine and medium roots; 10 percent sandstone fragments; very strongly acid; clear smooth boundary.

**Bw3--**43 to 58 cm (17 to 23 inches); strong brown (7.5YR 5/6) loam; moderate medium subangular blocky structure; friable; few fine and medium roots; very thin discontinuous silt coatings on faces of peds; 10 percent sandstone fragments; very strongly acid; clear smooth boundary. (Combined thickness of the Bw horizon is 43 to 64 cm (17 to 25 inches))

**BC**--58 to 71 cm (23 to 28 inches); yellowish brown (10YR 5/6) channery loam; common medium distinct strong brown (7.5YR 5/6) and light yellowish brown (2.5Y 6/4) lithochromic mottles; weak medium subangular blocky structure; friable; 20 percent sandstone fragments; strongly acid; abrupt wavy boundary. 0 to 20 cm (0 to 8 inches) thick

R--71 cm (28 inches); slightly weathered sandstone bedrock.

#### TYPE LOCATION:

County: Pike State: Kentucky

USGS Quadrangle: Millard

Latitude (Decimal Degrees, NAD 83): 37.476944

Longitude (Decimal Degrees, NAD 83): -82.385000

Directions to the pedon: about 7.3 miles south of the community of Zebulon; 1000 yards east of the confluence of Raccoon Creek and Morris Branch in the head of Raccoon Creek on a south facing mountain slope

#### RANGE IN CHARACTERISTICS:

Depth to the top of the Cambic: 08 to 23 cm (3 to 9 inches) Depth to the base of the Cambic: 46 to 102 cm (18 to 40 Inches)

Solum Thickness: 51 to 102 cm (20 to 40 inches) Depth to Bedrock: Less than 102 cm (40 inches)

Depth Class: Moderately Deep

Rock Fragment content: 0 to 15 percent, by volume, in the surface horizon and 0 to 50 percent in

underlying horizons, but average less than 35 percent in the particle size control section

Soil Reaction: very strongly acid to moderately acid, except where limed

Other Soil Features: Some pedons range to neutral in the upper 25 centimeters (10 inches)

#### Range of Individual Horizons:

A horizon:

Color--hue of 7.5YR to 2.5Y, value of 3 to 5, and chroma of 2 to 4

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

Other features--structure is weak or moderate, fine or medium granular

#### B or BC horizon (if it occurs):

Color--hue of 7.5YR to 2.5Y, value of 4 to 6, and chroma of 3 to 8

Texture (fine-earth fraction)--sandy loam, fine sandy loam, loam, and, rarely, silt loam Mottles (if they occur)--are in shades of yellow, brown, or red, and gray in the lower part Other features--thin silt coatings and, rarely, clay films are present in some pedons

#### C or CB horizons (if they occur):

Color--hue of 7.5YR to 2.5Y, value of 4 to 6, and chroma of 3 to 8

Texture (fine-earth fraction)--loamy sand, loamy fine sand, fine sandy loam, sandy loam, sandy loam, salt loam, sandy clay loam, and clay loam

Mottles (if they occur)--are lithochromic in shades of yellow, red, brown, or gray

Other features--a Cr horizon is present in some pedons with soft bedrock

#### R horizon:

Interbedded sandstone or siltstone bedrock that ranges to more weathered conditions on some landforms

#### COMPETING SERIES:

<u>Bannertown</u> soils--formed in residuum from metamorphic or igneous rocks in the piedmont region <u>Cheshire</u> soils--are very deep to bedrock and formed in glacial till on uplands in New England <u>Devotion</u> soils--formed in residuum from felsic to intermediate metamorphic or igneous rock in the piedmont region

<u>Ditney</u> soils--formed in residuum affected by soil creep that weathered from metasedimentary rock such as arkose, metagraywacke, metasandstone or quartzite in the Blue <u>Ridge</u> Mountains <u>Fedscreek</u> soils--formed in colluvium, commonly located downslope of the Marrowbone soils, but deep to bedrock

Maymead soils--formed in colluvium that contains coarse fragments of feldspathic quartzite,

graywacke and arkosic sandstone in the Unaka Mountains

Mine Run soils--are excessively well drained and formed in residuum weathered from metamonzonite and gneiss in the northern piedmont region

<u>Tipsaw</u> soils--formed exclusively over paralithic contact with moderately cemented and interbedded sedimentary rock in the Kentucky and Indiana Sandstone and Shale Hills and Valleys, Northwestern part (MLRA 120B)

#### **GEOGRAPHIC SETTING:**

MLRA(s) using this series: 125 Landscape: Hills and Mountains

Landform: Hill slopes, mountain slopes, and ridges

Geomorphic Component: Interfluves, crests, nose slopes, side slopes, mountaintops and

mountainflanks

Hillslope Profile Position: Summit, shoulder, and backslope

Parent Material Origin: Pennsylvanian aged sandstone and siltstone

Parent Material Kind: Residuum

Slope: 8 to 120 percent

Elevation: 214 to 915 meters (700 to 3,000 ft)

Frost-free period: 188 to 241 days

Mean Annual Air Temperature: 11.7 to 13.9 degrees C. (53 to 57 degrees F.)

Mean Annual Precipitation: 980 to 1245 millimeters (40 to 49 inches)

#### **GEOGRAPHICALLY ASSOCIATED SOILS:**

<u>Berks</u> soils--are in a loamy-skeletal family and formed in residuum derived mostly from shale <u>Cloverlick</u> soils--are in a loamy-skeletal family, formed in colluvium, and they are deep and very deep to bedrock

<u>Cutshin</u> soils--are in a fine-loamy family, formed in colluvium, have umbric surface layers, and are deep and very deep to bedrock

<u>Fedscreek</u> soils--formed in colluvium and are deep and very deep to bedrock

Gilpin soils--are in a fine-loamy family and have argillic horizons

<u>Guyandotte</u> soils--are in a loamy-skeletal family, formed in colluvium, have umbric surface layers, and are very deep to bedrock

<u>Handshoe</u> soils--are in a loamy-skeletal family, formed in colluvium, and are very deep to bedrock <u>Highsplint</u> soils--are in a loamy-skeletal family, formed in colluvium, and are deep and very deep to bedrock

<u>Kimper</u> soils--are in a fine-loamy family, formed in colluvium, and are deep and very deep to bedrock <u>Latham</u> soils--are in a fine family, formed in residuum weathered from shale, have argillic horizons and a perched water table in the subsoil

Muskingum soils--are in a fine-loamy family and have less sand in their subsoils

<u>Pineville</u> soils--are in a fine-loamy family, formed in colluvium, have argillic horizons and are very deep to bedrock

<u>Rayne</u> soils--are in a fine-loamy family, have argillic horizons and are deep and very deep to bedrock <u>Sharondale</u> soils--are in a loamy-skeletal family, formed in colluvium, have mollic surface layers, and are very deep to bedrock

<u>Shelocta</u> soils--are in a fine-loamy family, formed in colluvium, have argillic horizons, and are deep and very deep to bedrock

#### DRAINAGE AND SATURATED HYDRAULIC CONDUCTIVITY:

Drainage Class (Agricultural): Well drained

Index Surface Runoff: Low to medium on slopes less than 20 percent and from medium to high on slopes greater than 20 percent

Saturated Hydraulic Conductivity Class: Moderately high

Permeability Class (obsolete): Moderately rapid

Flooding Frequency and Duration: None Ponding Frequency and Duration: None

#### **USE AND VEGETATION:**

Major Uses: Dominantly woodland, but also pasture, and sites for homes and gardens Dominant Vegetation: Where cultivated--tall fescue. Where wooded--white oak, black oak, scarlet oak, chestnut oak, red maple, American beech, shortleaf and Virginia pine.

#### **DISTRIBUTION AND EXTENT:**

Distribution: The Allegheny and Cumberland Plateaus of eastern Kentucky, Virginia, and West Virginia

Extent: Large, about 250,000 acres

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

**SERIES ESTABLISHED:** Pike County, Kentucky; 1985. Source of the name is a small community in Pike County.

**REMARKS:** Diagnostic horizons recognized in this pedon are:

Ochric epipedon - 0 to 15 cm (0 to 6 inches) Oi and A.

Cambic horizon - 15 to 58 cm (5 to 23 inches) Bw and 58 to 71 cm (23 to 28 inches) BC.

**ADDITIONAL DATA:** Characterization sample S83KY-195-017 by NSSL. Supplemental data for pedons S83KY-195-014, S82KY-195-018, and S83KY-195-016.

National Cooperative Soil Survey U.S.A.

Established Series SLH/Rev. MDJ 10/2014

## **GILPIN SERIES**

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

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

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

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

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

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

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

#### **TYPE LOCATION:**

County: Indiana State: Pennsylvania

USGS Quadrangle: Marion Center

Latitude (Decimal Degrees, NAD 83): 40.8550642 Longitude (Decimal Degrees, NAD 83): -79.018367

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

#### RANGE IN CHARACTERISTICS:

Depth to the top of the Argillic: 13 to 38 cm (5 to 15 inches) Depth to the base of the Argillic: 53 to 94 cm (21 to 37 inches)

Solum Thickness: 45 to 91 cm (18 to 36 inches) Depth to Bedrock: 51 to 102 cm (20 to 40 inches)

Depth Class: Moderately deep

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

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

#### Range of Individual Horizons:

Ap horizon:

Color--hue of 10YR or 2.5Y, value of 3 through 5, and chroma of 2 through 4 Texture (fine-earth fraction)--silt loam or loam

A horizon (if it occurs):

Color--hue of 10YR or 2.5Y, value of 2 through 4, and chroma of 1 through 3 Texture (fine-earth fraction)--silt loam or loam

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

Color--hue of 7.5YR or 10YR, value of 4 through 6, and chroma of 3 through 6 Texture (fine-earth fraction)--silt loam or loam

#### Bt horizon:

Color--hue of 7.5YR through 2.5Y, value of 4 through 6, and chroma of 4 through 8 Texture (fine-earth fraction)--silt loam, loam, clay loam, or silty clay loam Clay films--occur on ped faces, pores, and on rock fragments and are few or common and faint or distinct.

BC horizon (if it occurs):

Color--hue of 7.5YR through 2.5Y, value of 3 through 6, and chroma of 2 through 6 Texture (fine-earth fraction)--silt loam, loam, or silty clay loam

#### C horizon:

Color--hue of 7.5YR through 2.5Y, value of 3 through 6, and chroma of 2 through 6 Texture (fine-earth fraction)--silt loam, loam, or silty clay loam

Some pedons have a Cr horizon.

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

#### **COMPETING SERIES:**

Arcola soils--are weathered from Triassic and Jurassic bedrock

Bedington soils--are very deep to bedrock

Bucks soils--are deep to bedrock with a silt mantle

Collington soils--are very deep to bedrock

Edgemont soils--are deep and very deep to quartzitic bedrock

Edneytown soils--are very deep to igneous and high-grade metamorphic bedrock

Freehold soils--are very deep and form in marine sediments containing glauconite

Gladstone soils--are very deep to residual and colluvial granitic gneiss bedrock

Joanna soils--are very deep to Triassic bedrock

<u>Leedsville</u> soils--are very deep to Triassic and Jurassic bedrock

Millstone soils--are very deep and form in loamy alluvium

Penargyl soils--are very deep and form in till over shale residuum bedrock

Pennval soils--are very deep and form in colluvium

Pigeonroost soils--form from igneous and high-grade metamorphic bedrock

Pineville soils--are very deep and form in colluvium

Quakertown soils--are deep to bedrock

Rayne soils--are deep and very deep to bedrock

Shelocta soils--are deep and very deep and form in colluvium or colluvium and residuum

Syenite soils--form from residual granite bedrock

Wist soils--are very deep to bedrock and form from glauconite bearing fluviomarine deposits

#### **GEOGRAPHIC SETTING:**

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

Landscape: Upland

Landform: Ridge, hill, and hillslope

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

Hillslope Profile Position: Summit, shoulder, or backslope

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

sandstone

Parent Material Kind: Residuum

Slope: 0 to 70 percent

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

Frost-free period: 120 to 180 days

Mean Annual Air Temperature: 7 to 14 degrees C. (46 to 57 degrees F.) Mean Annual Precipitation: 914 to 1270 millimeters (36 to 50 inches)

#### GEOGRAPHICALLY ASSOCIATED SOILS:

Beech soils--occur on footslopes and are moderately well drained

<u>Berks</u> soils--occur on similar landscapes, do not have an argillic horizon, and have more coarse fragments in the solum and substratum

Cavode soils--occur on similar landscapes and are somewhat poorly drained

Clarksburg soils--occur on footslopes and are moderately well drained

<u>Dekalb</u> soils--occur on similar landscapes, have sandier textures, and have more coarse fragments in the solum and substratum

Ernest soils--occur on footslopes and are moderately well or somewhat poorly drained

<u>Muskingum</u> soils--occur on similar landscapes, do not have an argillic horizon, and are deep to bedrock

Rayne soils--occur on similar landscapes and are deeper than 102 cm to bedrock

Shelocta soils--occur on similar landscapes and are deeper than 102 cm to bedrock

<u>Upshur</u> soils--occur on similar landscapes, have finer textures in the solum and substratum, and are deep and very deep to bedrock

<u>Vandalia</u> soils--occur on footslopes, have finer textures in the solum and substratum, and are very deep to bedrock

Wellston soils--occur on similar landscapes and are deep and very deep to bedrock

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

#### DRAINAGE AND SATURATED HYDRAULIC CONDUCTIVITY:

Drainage Class (Agricultural): Well drained Index Surface Runoff: Negligible through high Saturated Hydraulic Conductivity Class: High Permeability Class (obsolete): Moderate

Shrink-Swell Class: Low

Flooding Frequency and Duration: None Ponding Frequency and Duration: None

#### USE AND VEGETATION:

Major Uses: Hayland, pasture, cropland, and woodland

Dominant Vegetation: Where cultivated--Grass-legume hay, corn, soybeans, wheat, or oats. Where

wooded--Oaks, maple, hickory, and yellow-poplar.

#### DISTRIBUTION AND EXTENT:

Distribution: Pennsylvania, Georgia, Indiana, Kentucky, Maryland, New York, Ohio, Tennessee,

Virginia, and West Virginia

Extent: Large, over 6 million acres, at the time of this revision

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

SERIES ESTABLISHED: Indiana County, Pennsylvania, 1931.

#### **REMARKS:**

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

#### ADDITIONAL DATA:

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

Characterization data is available from the Pennsylvania State Soil Characterization Laboratory for the following pedons: 75PA003001, 61PA063054, 65PA003008, S1965PA063180 Characterization data is available from The Ohio State Soil Characterization Laboratory for the following pedons: KX-043, PR-004, PR-005, ho-011, cs-019, cs-020, cs-024, mn-w15, mn-w20, at-W03, lw-s01, ws-023, ws-w08, ws-w10, ws-w34, ws-w35, As-007, Sk-025, bt-w02, AS-7, CA-W20, CA-W21, CS-W9, CS-W10, CS-W11, BT-S2, BT-W2, JF-16, MS-W1, MS-W2, MS-S4, TU-1, MN-8, MN-10, MN-26, MN-W3, MN-W9, MN-W43, SK-25, PR-4, PR-5, WS-W34, WS-W35

Established Series DDC, SLH/ Rev. MDJ 04/2013

### **LATHAM SERIES**

TAXONOMIC CLASS: Fine, mixed, semiactive, mesic Aquic Hapludults

**TYPICAL PEDON:** Latham silt loam - on a 20 percent north-facing convex slope in a forested area. (Colors are for moist soil unless otherwise stated.)

**Oe--**0 to 5 cm (0 to 2 inches); partly decomposed mixed hardwood leaf litter.

A--5 to 10 cm (2 to 4 inches); brown (10YR 4/3) silt loam, light brownish gray (10YR 6/2) dry; moderate fine granular structure; very friable; many fine and very fine roots; 10 percent fragments of siltstone; very strongly acid; clear smooth boundary. (2 to 10 cm thick)

E--10 to 25 cm (4 to 10 inches); yellowish brown (10YR 5/4) silt loam; moderate fine subangular blocky structure; firm; many very fine and few fine roots; 10 percent fragments of siltstone; very strongly acid; clear smooth boundary. (0 to 20 cm thick)

**Bt1--**25 to 43 cm (10 to 17 inches); strong brown (7.5YR 5/8) silty clay loam; moderate medium subangular blocky structure; firm; few very fine roots; many faint strong brown (7.5YR 5/6) clay films on faces of peds; 5 percent fragments of siltstone; very strongly acid; clear wavy boundary.

**Bt2--**43 to 61 cm (17 to 24 inches); strong brown (7.5YR 5/6) silty clay; common fine prominent pinkish gray (7.5YR 6/2) iron depletions and common fine distinct yellowish red (5YR 5/8) iron-manganese masses; moderate medium subangular blocky structure; firm; few very fine roots; many distinct pale brown (10YR 6/3) clay films on faces of peds; 5 percent fragments of siltstone; very strongly acid; clear wavy boundary.

**Bt3**--61 to 91 cm (24 to 36 inches); light olive brown (2.5Y 5/4) channery silty clay; many fine prominent pinkish gray (7.5YR 6/2) iron depletions and common fine prominent strong brown (7.5YR 5/8) iron-manganese masses; moderate coarse subangular blocky structure; very firm; few very fine roots; many prominent light brownish gray (2.5Y 6/2) clay films on faces of peds; 3 percent fragments of siltstone and 15 percent fragments of soft shale; very strongly acid; gradual smooth boundary. (Combined thickness of the Bt horizon is 38 to 76 cm)

Cr--91 to 116 cm (36 to 46 inches); light olive brown (2.5Y 5/4) and light brownish gray (2.5Y 6/2) soft shale interbedded with thin layers of yellowish brown (10YR 5/6) siltstone.

#### **TYPE LOCATION:**

County: Pike

State: Ohio

USGS Quadrangle: Waverly North, Ohio

Latitude (Decimal Degrees, NAD 83): 39.152778 N Longitude (Decimal Degrees, NAD 83): 82.992222 W

Directions to Pedon: About 2 miles north of Waverly, Pee Pee Township, about 5,400 feet north of the intersection of Prussia Road (CR-46) and Denver Road (CR-47) along Prussia Road, then about 810 feet southwest.

#### **RANGE IN CHARACTERISTICS:**

Depth to the top of the Argillic: 2 to 35 cm (1 to 14 inches) Depth to the base of the Argillic: 40 to 102 cm (16 to 40 inches)

Solum Thickness: 40 to 102 cm (16 to 40 inches) Depth to Bedrock: 51 to 102 cm (20 to 40 inches)

Depth Class: Moderately Deep

Depth to Seasonal High Water Table: 35 to 58 cm (14 to 23 inches), January to April

Rock Fragment content: 0 to 14 percent, by volume, in the A and E horizons and 0 to 30 percent, by

volume, in the B horizons and substratum

Fine-Earth Fraction: 35 to 55 percent clay in the particle size control section

Soil Reaction: Strongly acid through extremely acid in A and E horizons, and very strongly acid or

extremely acid in the Bt, BC, and C horizons, except where limed

#### Range Of Individual Horizons:

A or Ap horizon:

Color--hue of 10YR; value of 3 through 5; and chroma of 2 through 4

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

E horizon (if it occurs):

Color--hue of 10YR; value of 5 or 6; and chroma of 2 through 4

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

BA or BE horizon (if it occurs):

Color--hue of 10YR or 7.5YR; value of 5 or 6; and chroma of 4 through 6

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

#### Bt horizon:

Color--hue of 2.5Y through 7.5YR; value of 4 through 6; and chroma of 2 through 8

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

Redoximorphic features--iron masses in shades of red, yellow, or brown and iron depletions in shades of brown, yellow, olive, or gray

BC or C horizon (if it occurs):

Color--hue of 2.5Y or 10YR; value of 5 or 6; chroma of 2 through 6

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

Redoximorphic features--iron masses in shades of red, yellow, or brown and iron depletions in shades of brown, yellow, olive, or gray

#### **COMPETING SERIES:**

Cruze soils--have a paralithic contact that is greater than 102 centimeters deep.

Flatwoods soils--have a lithic contact between 51 and 102 cm, and have moderately slow

permeability.

Halifax soils--are very deep and formed from igneous and metamorphic rocks.

Kanuga soils--are very deep and have moderately slow permeability.

Keyport soils--are very deep and formed in fluviomarine sediments.

<u>Lackstown</u> soils--are very deep and formed from Triassic rocks.

Zoar soils--are very deep and formed in clayey lacustrine sediments.

#### GEOGRAPHIC SETTING:

MLRA(s): 124 (Western Allegheny Plateau), 125 (Cumberland Plateau and Mountains), 126 (Central

Allegheny Plateau) Landscape: Uplands

Landform: Hill and hillslope

Hillslope Profile Position: Backslope, shoulder, or summit

Geomorphic Component: Side slope, nose slope, head slope, or crest

Parent Material: Residuum from soft acid shale; in some areas strata of more resistant bedrock, such

as siltstone, are included with the shale

Slope: 0 to 35 percent

Elevation: 150 to 450 meters (490 to 1475 feet)

Frost-Free Period: 176 to 213 days

Mean Annual Air Temperature: 9 to 13 degrees C. (48 to 55 degrees F.)

Mean Annual Precipitation: 1012 to 1270 mm (40 to 50 inches)

#### GEOGRAPHICALLY ASSOCIATED SOILS:

Berks soils--occur on well drained summits and upper shoulders that are loamy-skeletal.

<u>Brownsville</u> soils--occur on well drained summits and upper shoulders that are loamy-skeletal and have a lithic contact that is greater than 102 centimeters deep.

<u>Coolville</u> soils--occur on uplands that have a silt mantle and a paralithic contact that is greater than 102 centimeters deep.

Gilpin soils--occur on well drained uplands that are fine-loamy.

Lily soils--occur on well drained uplands that are fine-loamy and siliceous.

<u>Rarden</u> soils--occur on broader summits that have a fine particle-size class and hues redder than 10YR.

<u>Shelocta</u> soils--occur on well drained uplands that are fine-loamy and have a lithic contact that is greater than 102 centimeters deep.

<u>Steinsburg</u> soils--occur on well drained narrow summits and upper shoulders that are dominated by sandstone.

Wharton soils--occur on uplands that are fine-loamy and have a paralithic contact that is greater than 102 centimeters deep.

#### DRAINAGE AND SATURATED HYDRAULIC CONDUCTIVITY:

Drainage Class (Agricultural): Moderately well drained

Internal Free Water Occurrence: Thin (30 cm-1 m), shallow (25 cm-50 cm), and common (present 3-6 months)

Flooding Frequency and Duration: None Ponding Frequency and Duration: None

Index Surface Runoff: Medium through very rapid

Saturated Hydraulic Conductivity: Moderately low and moderately high

Shrink-Swell Potential: Low

#### **USE AND VEGETATION:**

Major Uses: Hayland, pasture, cropland, and woodland

Dominant Vegetation: Grass-legume hay, corn, wheat, oats, and mixed hardwood trees dominated by

oak and maple

#### **DISTRIBUTION AND EXTENT:**

Distribution: Southeastern Ohio, West Virginia, and northeastern Kentucky; mainly MLRAs 124,

125, and 126

Extent: Large, about 700,000 acres at the time of this revision

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

SERIES ESTABLISHED: Adams County, Ohio, 1932.

#### **REMARKS:**

Diagnostic horizons and soil characteristics recognized in this pedon are: Ochric epipedon--the zone from 5 to 25 cm (A and E horizons)
Argillic horizon--the zone from 25 to 91 cm (Bt1, Bt2, Bt3 horizons)
Redoximorphic depletions with chroma 2 or less--the zone from 43 to 91 cm
Paralithic contact--91 cm

Previous revisions: 10/98-AR,DRM

#### ADDITIONAL DATA:

Refer to sample pedon PK-12 (OSD type location) for characterization data, analyzed by The Ohio State University Soil Characterization Laboratory, Columbus, Ohio. Other sampled pedons include 83P0702, 73KY19-42, 69KY-165-075, 69KY-165-076, and 73KY-089-035. These samples were analyzed by the University of Kentucky, Lexington, KY.

National Cooperative Soil Survey U.S.A.

# EXHIBIT H DIRECTIONS TO WCF SITE

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

- 1. Beginning at 450 Prestonsburg Street, West Liberty, Kentucky, head west (toward Main Street) and travel approximately 0.2 miles.
- 2. Turn right onto KY-7 N / Main Street and travel approximately 2.7 miles.
- 3. Continue straight onto KY-519 N and travel approximately 2.7 miles.
- 4. Turn right onto Cr-1443-70/Yocum Road Con and travel approximately 184 feet.
- 5. Cr-1443-70/Yocum Rd Con turns left and becomes Old 519 No 1 Rd/Yocum Road. Continue on Old 519 No 1 Rd/Yocum Road for approximately 0.1 miles.
- 6. The site is on the right at 146 Yocum Road, West Liberty, KY. The site coordinates are:
  - a. North 37 deg 58 min 48.084 sec

b. West 83 deg 18 min 36.599 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069

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

# EXHIBIT I COPY OF REAL ESTATE AGREEMENT

#### OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Ray Engle and Marie Engle, a married couple, having a mailing address of 146 Yocum Road, West Liberty, KY 41472 ("Landlord") and New Cingular Wireless PCS, 14.C, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13F, Atlanta, GA 30324 ("Tenant").

#### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 146 Yocum Road, in the County of Morgan, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached Exhibit 1 (the "Premises"), for the placement of Tenant's Communication Facility.
- (b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.
- (e) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional
- no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."
- (d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

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

- (e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.
- (f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised. Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.
- 2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets, gates, fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property: Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Tenant, at its own expense, is obligated to construct a gate near the beginning of Tenant's access easement as noted in Exhibit 1. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade. Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landford to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

#### 3. TERM.

- (a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.
- (b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.
- (c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
- (d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

#### 4. RENT.

- (a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"). Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
- (b) In year one (1) of each Extension Term, the monthly Rent will increase by over the Rent paid during the previous five (5) year term.
- (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

#### 5. <u>APPROVALS</u>.

- (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals
- (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
- (c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

- 6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses:
- (d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
- (e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, (paid in six (6) monthly installments), at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

#### 7. INSURANCE.

- (a) During the Term. Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to general aggregate, based on Insurance
- per occurrence and general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Fenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:
  - (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors:
  - (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
    - (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.
- (b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):
  - (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like:
  - (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
  - (iii) I andlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

#### 8. INTERFERENCE.

- (a) Prior to or concurrent with the execution of this Agreement, Landford has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
- (b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not, nor will Landlord permit its employees, tenants. licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
- (d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

#### 9. INDEMNIFICATION.

- (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.
- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- (e) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### 10. WARRANTIES.

- (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

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

#### 11. ENVIRONMENTAL.

- Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.
- (b) I andlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
- (c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party. Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.
- 12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant. Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises. For the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant, at its own expense, must construct a gate near the beginning of the access easement as shown in Exhibit 1. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Fenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12: upon Fenant's request, Landlord shall execute

additional letters during the Term. Landlord acknowledges that in the event Landlord intentionally denies Access to the Premises. Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, excluding acts of nature beyond Landlord's control, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as fiquidated damages and not as a penalty, per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property 13. by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Within one hundred twenty (120) days after the termination of this Agreement. Tenant will remove all of Tenant's above-ground improvements including any above-ground portions of the Communications Facility and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. If any portions of the Communication Facility are not removed within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises, Tenant shall pay Landlord the current monthly rent until said portions are removed. Notwithstanding the foregoing. Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any below-ground structural steel or any foundations or underground utilities.

#### 14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Agreement or any required permit. Notwithstanding the foregoing, Tenant shall be responsible for the construction, maintenance, and upkeep of any Tenant constructed access road installed on the Property to the Premises. Any damage Tenant causes to the access road. Tenant will repair at its cost and expense.
- (b) Tenant will be responsible for securing and paying for all utilities for electricity, telephone service or any other utility used or consumed by Tenant on the Premises.
- (e) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Fenant or the service company.

# 15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such

efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period. Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

- (b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.
- 16. <u>ASSIGNMENT/SUBLEASE</u>. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment. Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant will notify Landlord in writing when Tenant subleases the Premises.
- 17. <u>NOTICES</u>. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site # : Cell Site Name: Lenville I-N (KY)

Fixed Asset No.: 12719590 575 Morosgo Drive, 13I Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, 11 C

Attn.: Legal Department

Re: Cell Site # . Cell Site Name: Lenville FN (KY)

Fixed Asset No.: 12719590

208 S. Akard Street Dallas, TX 75202-4206

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

If to Landlord:

Ray and Marie Engle 146 Yocum Road

West Liberty, KY 41472

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

- 18. <u>CONDEMNATION.</u> In the event Landlord receives notification of any condemnation proceedings affecting the Property. Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.
- CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.
- 20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law: Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Lenant's sole discretion and without Landlord's consent.

#### 21. TAXES.

- (a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Fenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.
- (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises. Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to

Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Lenant any other documentation reasonably requested by Lenant to allow Tenant to evaluate the payment and to reimburse Landlord.

- (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies I andlord by the due date for assessment of Tenant's intent to contest the assessment. Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- (d) Landlord shall not split or cause the tax pareel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- (e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default. Fenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).
- (f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, L1 C
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site # \_\_\_\_\_\_; Cell Site Name: Lenville FN (KV)
Fixed Asset No. 12719590
575 Morosgo Drive, 13F
Atlanta, GA 30324

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

# 22. SALE OF PROPERTY

- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Landford, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property.

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

- Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)
- (c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.
- 23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Jenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

#### 24. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- (b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.
- (c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement. Tenant and Landlord each waives any

claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

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

  Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.
- (e) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
- (g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof: (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- (i) Affiliates. All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party, "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.
- (j) Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- (k) W-9. As a condition precedent to payment, Landlord agrees to provide Fenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Fenant, including, any change in Landlord's name or address.
- (1) Execution/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

- (m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord. Tenant and their respective Affiliates to recover their fees and expenses.
- (b) WAIVER OF JURY TRIAL. EACH PARTY. TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

Ray Engle

Print Name: Ray Engle

Marie Engle

Print Name: Marie Engle Date: 5-23-18

# LANDLORD ACKNOWLEDGMENT

STATE OF HOLOGOD) SE

On the 33 day of 400 at 2018 before me, personally appeared kay Engle and Marie Engle, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: 1010101 Call Call Not My Commission Expires: 5, 1-8-1

ALICIA WAGONER NOTARY PUBLIC STATE AT LARGE KENTUCKY ID # 511053

# "TENANT"

New Cingular Wireless PCS, LLC. a Delaware limited liability company By: AT& UMobility Corporation

Its: Manager

Print Name: Jason Allday

Its: Area Manager - TN/KY

Date:

#### TENANT ACKNOWLEDGMENT

STATE OF ALABAMA
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) ) \$80

COUNTY OF JEFFERSON

)

On the 22 day of 29, 2018, before me personally appeared Jason Allday, and acknowledged under oath that he is the Area Manager – TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

ที่ง Commission Expires: 🏒

#### EXHIBIT I

#### DESCRIPTION OF PREMISES

Page 1 of 4

to the Option and Lease Agreement dated <u>Maty 7L</u>. 2018, by and between Ray Engle and Marie Engle, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A certain tract or parcel of land lying and peing in Morgan County and State of Wentucky, and on the McClannahan Branch, (near Yocum Post Office), and more fully described as follows:

Beginning at a walnut stump on the stath side of the highway at the F. C. and Bessie Oakley property; thence a southerly direction with the line of F. C. and Bessie Oakley to the t p of the hill to a corner of the land of Ciella Engle and F. C. and Bessie Cakley and the land hereby conveyed; thence with the said Engle line a westerly direction to the corner of Darrell and Drexeli Lewis property; thence a westerly direction with said line and dividing ridge between Grassy Creek and McClannanan Branch to line and corner of Omar Lewis property; thence a northerly direction and with the Omer Lewis line to the top if the bluff near the McClannahan Branch and corner of Omer Lewis property; thence an easterly direction with Jim Frank Lewis (now Drexell Lewis) line and top of the bluff near McClannahan to a corner of the Jim Frank Lewis (or Diexell Lewis) property; thence a northerly direction down the bluff and crossing McClannahan Branch with said Lewis line to the county road at a culvert; thence coming up the road and with some to the last line of the demetery lot; thence crossing said county road (now highway No. ) to a forked white cak in the line of Rachel and Myrtle Cassity; thence a Northeast direction

with said Cassity line to the line of Alvie Riggsby (now Devene Quicksall Enox) on top of the ridge; thence an editerly direction with the center of the ridge and Riggsby's line to the corner of Walter Riggsby property; thence with the line of Walter Riggsby to county road and crossing the same to the point of beginning. There is Excluded and specifically Reserved from this conveyance the Cemetery as it is now located on said property.

Excepting from the above, is the following:

- (1) Than portion conveyed to Marie Engle, by Deed from Vernon Ray Engle, dated May 3, 1978 and recorded May 9, 1978, of record in Deed Book 124, Page 358-A, in the Office of the Clerk of Morgan County, Kentucky; and
- (2) That portion conveyed to Vernon Ray Engle, by Deed from Marie Engle, dated May 7, 1975 and recorded May 9, 1978, of record in Deed Book 124, Page 35s-A, which was then conveyed a one-half interest to Marie Engle, by Deed from Vernon Ray Engle, dated November 6, 1978 and recorded November 16, 1978, of record in Deed Bo F 125, Page 651, both in the Office of the Clerk of Morgan County, Kentucky; and
- (3) That portion conveyed to the Commonwealth of Kentucky, for the use and benefit of the Transportation Cibinet, Bepartment of Highways, by Deed from Joleen Frederick, as Special Countissioner of the Morgan County Circuit Court, for and on benalf of Pay Engle and Marie Engle, dated November 10, 1992 and recorded November 24, 1992, of record in Deed Book 160, Page 15, in the Office of the Clerk of Morgan County, Kentucky; and
- (4) That portion conveyed to Johnny Ray Engle and Melinda Charlene Engle, by Deed from Vernon Ray Engle and Marie Engle, dited June 27, 2003 and recorded July 22, 2003, of record in Deed Book 195, Page 331, in the Office of the Clerk of Morgan County, Kentocky: and
- (5) That portion conveyed to Teddy Gunnell and Rita Mae Gunnell, by Deed from Vernon Ray Engle and Marie Engle, dated October 6, 2003 and recorded October 6, 2003, of record in Deed Book 196, Page 81, in the Office of the Clerk of Morgan County, Kentucky; and
- (6) That portion conveyed to Renneth Martin and Linda Martin, by Deed from Ray Engle and Marie Engle, dated September 23, 2004 and recorded September 27, 2004, of record in Deed Book 199, Page 873, in the Office of the Clerk of Morgan County, Kentucky; and
- (7) That portion conveyed to Zachary Ray Engle, by Deed from Ray and Marie Engle, dated July 27, 2009 and recorded July 27, 2009, of record in Deed Book 215, Page 365, in the Office of the Clerk of Morgan County, Kentucky.

The Premises are described and/or depicted as follows:

An approximately 10,000 square foot portion (100° x 100°) of the above described Property along with certain 25° access and utility easements across such Property, and which Premises and easements are depicted as follows:

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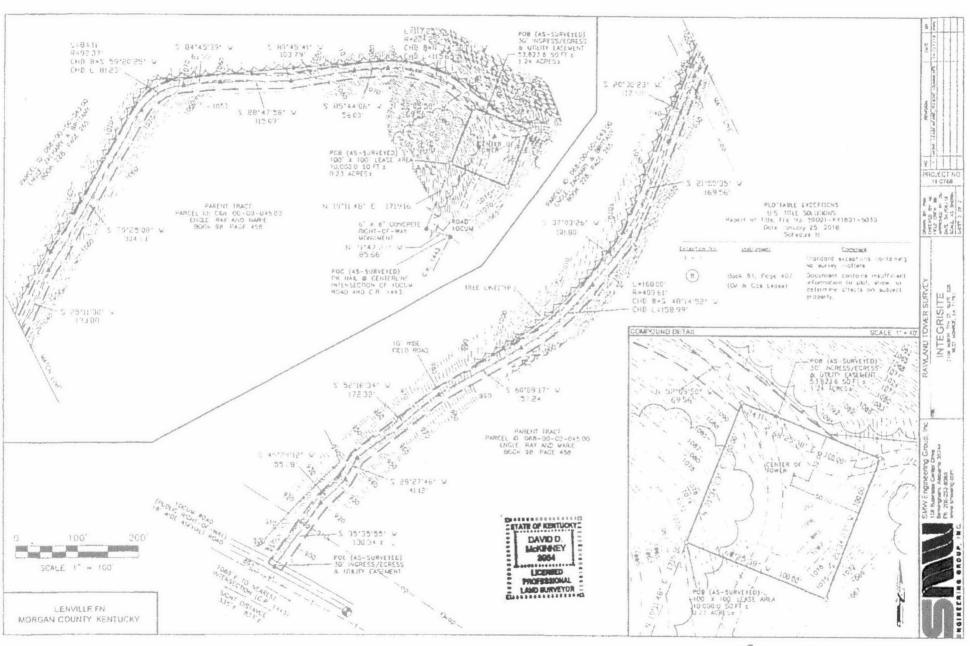
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Ray Engle 5-16-18 Marie Engle 5-16-18

# EXHIBIT II

# ENVIRONMENTAL DISCLOSURE

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

1. NONE.

# [Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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

Landlord Signature

andlord Signature

#### MEMORANDUM OF LEASE

Prepared by:

Cody Knox Integrisite, Inc.

214 Expo Circle, Suite 4 West Monroe, LA 71292

Return to:

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration 575 Morosgo Drive, 13F Atlanta, GA 30324

Re:

Cell Site # ; Cell Site Name: Lenville FN

Fixed Asset #: 12719590

State: Kentucky County: Morgan

### MEMORANDUM OF LEASE

- 2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew
- The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

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	.1	101	i ) I	- ( )	117		

Ray Engle

Print Name: Ray Engle

Date: 3-23-15

Marie Lingle

Print Name: Marie Engle

Date: 33318

# LANDLORD ACKNOWLEDGMENT

STATE OF TOUR )	
) ss:	
COUNTY OF A DESCRIPTION (SEE	
On the Signal day of the signal signal	2018 before me, personally appeared Ray Figle and
Marie Engle, who acknowledged under oath, that	he'she is the person/officer named in the within instrument,
	ed capacity as the voluntary act and deed of Landlord for the

ALICIA WAGONER
NOTARY PUBLIC
STATE AT LARGE KENTUCKY
ID # 511053

purposes therein contained.

Notary Public: Wall City Color My Commission Expires: 5-71-15

#### "TENANT"

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

lts: Manager\_

Print Name: Jas

Its: Area Manager - JN/KY

Date

# TENANT ACKNOWLEDGMENT

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) ss:

COUNTY OF JEFFFRSON

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On the <u>22</u> day of <u>May</u>. 2018, before me personally appeared Jason Allday, and acknowledged under oath that he is the Arda Manager TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant

Nintary Public

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MgCommission Expires:

#### EXHIBIT I

#### DESCRIPTION OF PREMISES

Page 1 of 4

to the Memorandum of Lease dated \( \frac{\frac{1}{1} \text{UL} \text{LL}}{2\text{L}} \), 2018, by and between Ray Engle and Marie Engle, a married couple, as I and/ord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A dertain tract or pascel of land lying and being in Morgan County and State of Kentucky, and on the MiClannahan Branch, (near Young Post Office), and more fully described as follows:

Beginning at a walnut stump on the south side of the highway it the F. C. and Bessie Oakley property; thence a southerly direction with the line of F. C. and Bessie Cakley to the tip of the hill to a corner of the land of Clella Engle and F. C. and Bessie Cakley and the land hereby conveyed; thence with the said Endie line a westerly direction to the corner of Dairell and Drexell Lewis property; then y a westerly direction with said line and dividing ridge between Grassy Creek and McClannahan Branch to line and corner of Omar Lewis ;; jorty; then we a nurtherly direction and with the Omer Lewis line to the tip of the bluff near the McClannahan Branch and corner of Omer Lewis property; thence an easterly direction with Jim Frank Lewis (now Drexell Lewis) line and top of the bluff near McClannahan to a corner of the Jim Frank Lewis (or Drexell Lewis) property; thence a northerly direction down the bluff and crossing McClannahan Branch with said Lewis line to the county road at a culvert; thence coming up the road and with some to the last line of the demetery lot; thence crossing said county road (now highway No. ) to a forked white oak in the line of Rachel and Myrtle Cassity; thence a Northeast direction

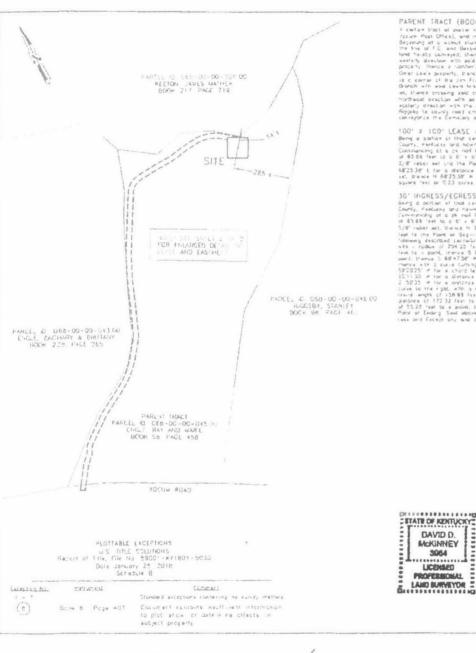
with said Cassity line to the line of Alvie Riggsby (now Devene Quicksall Knox) on top of the ridge; thence in easterly direction with the center of the ridge and Riggsby's line to the corner of Walter Riggsby property; thence with the line of Walter Riggsby to county road and crossing the same to the point of beginning. There is Excluded and specifically Reserved from this conveyance the Cemetery as it is now located on said property.

Excepting from the above, is the following:

- (1) That portion conveyed to Marie Engle, by Deed from Vernon Ray Engle, dated May 3, 19/8 and recorded May 9, 1978, of record in Deed Book 124, Page 358-A, in the Office of the Clerk of Morgan County, Kentucky; and
- (i) That portion conveyed to Vernon Ray Engle, by Deed from Marie Engle, dated May 7, 1976 and remorded May 9, 1976, of remord in Deed Book 124, Page 356-A, which was then moveyed a one-half interest to Marie Engle, by Deed from Vernor Ray Engle, dated November 6, 1978 and remorded November 16, 1978, of remord in feed Book 125, Page 651, both in the Orfice of the Olerk of Maryan Jounty, Kentonky, and
- (3) That pirties conveyed to the Commonwealth of Kentucky, for the use and benefit of the Transportation Cabinet, Department of Highways, by Deed from Joleen Frederick, a. Specia. Commissioner of the Morgan County Circuit Court, for and on behalf of Ray Engle and Marie Engle, nated November 10, 1992 and recorded November 24, 1992, of record in Deed Book 160, Page 15, in the Office of the Clerk of Morgan County, Kentucky; and
- (4) That purtion conveyed to Johnsy Ray Engle and Melinda Charlene Engle, by Deed from Vernott Ray Engle and Marie Engle, dated June 21, 2003 and recorded July 22, 2003, of record in Deed Book 195, Page 331, in the Office of the Clerk of Morgan County, Kentucky; and
- (b) That portion conveyed to Teddy Gunnell and Rita Mae Gunnell, by Deed trum Vernon Ray Engle and Mirie Engle, dated October 6, 2003 and recorded October 6, 2003, of record in Deed Book 196, Page 81, in the Office of the Clerk of Morgan County, Kentucky; and
- (6) That portion conveyed to Kenneth Martin and Linda Martin, by Deed from Ray Engle and Marie Engle, dated September 23, 2004 and recorded September 27, 2004, of record in Deel Book 199, Page 6/3, in the Office of the Clerk of Morgan County, Kentucky; and
- (1) That purtion conveyed to Dachary Ray Engle, by Deed from Ray and Marie Engle, dated July 27, 2009 and recorded July 27, 2009, of record in Deed Book 215, Page 365, in the Office of the Clerk of Morgan County, Kentucky.

The Premises are described and/or depicted as follows:

An approximately 10,000 square foot portion (100' x 100') of the above described Property along with certain 25' access and utility easements across such Property, and which Premises and easements are depicted as follows:



PARENT TRACT (BOOK 98, PAGE 458)

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focum Post Office), and more (iii) described to follow:
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100' X 100' LEASE AREA (AS-SURVEYED)

STATE OF KENTUCKY

DAVID D.

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100° X 100° LEASE AREA (AS-SURVEYED)
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SURVEYOR'S HOTES "

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4 his uncompround utilities, underground encropments in bulling formative wars measured or facetal to a part of this survey, unless otherwise anders. Trees and sometimes are secured to a part of this survey, unless otherwise anders.

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#### SURVEYOR'S CERTIFICATION

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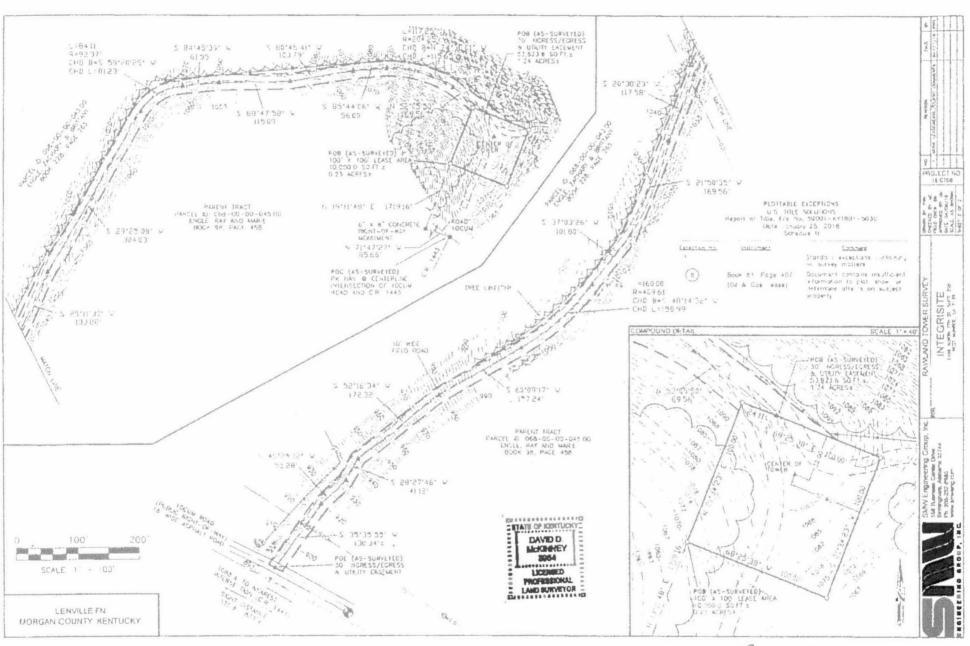
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LENVILLE FN MORGAN COUNTY, KENTUCKY

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Marie Angle

5/16/18



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# **EXHIBIT J NOTIFICATION LISTING**

# **Lenville FN - Notice List**

Engle Ray & Marie 146 Yocum Rd West Liberty, KY 41472

Engle Zachary & Brittany 282 Yocum Rd West Liberty, KY 41472

Keeton James Matthew 736 Pleasant Run Rd West Liberty, KY 41472

Oakley Cemetery Old 519 No. 1 Rd West Liberty, KY 41472

Martin Kenneth & Linda 121 Yocum Rd West Liberty, KY 41472

Dehaven Margaret 117 Yokum Rd West Liberty, KY 41472

# EXHIBIT K COPY OF PROPERTY OWNER NOTIFICATION



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

# Notice of Proposed Construction of Wireless Communications Facility Site Name: Lenville FN

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 146 Yocum Road, West Liberty, Kentucky 41472 (37°58'48.084" North latitude, 83°18'36.599" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00343 in any correspondence sent in connection with this matter.

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

Sincerely, David A. Pike Attorney for Applicant

enclosure

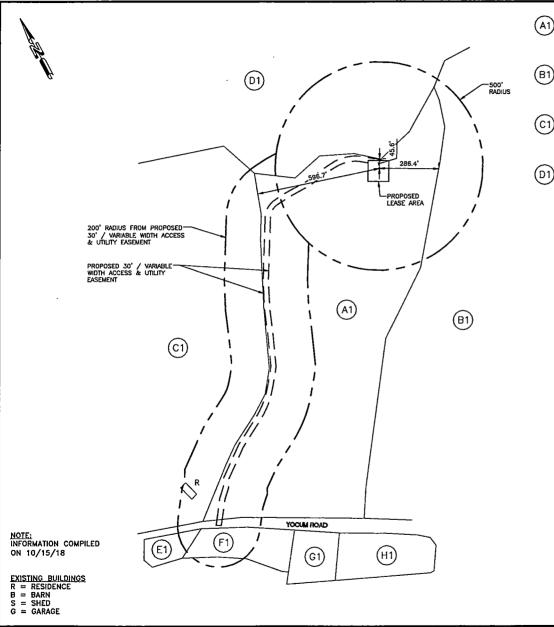
# **Driving Directions to Proposed Tower Site**

- 1. Beginning at 450 Prestonsburg Street, West Liberty, Kentucky, head west (toward Main Street) and travel approximately 0.2 miles.
- 2. Turn right onto KY-7 N / Main Street and travel approximately 2.7 miles.
- 3. Continue straight onto KY-519 N and travel approximately 2.7 miles.
- 4. Turn right onto Cr-1443-70/Yocum Road Con and travel approximately 184 feet.
- 5. Cr-1443-70/Yocum Rd Con turns left and becomes Old 519 No 1 Rd/Yocum Road. Continue on Old 519 No 1 Rd/Yocum Road for approximately 0.1 miles.
- 6. The site is on the right at 146 Yocum Road, West Liberty, KY. The site coordinates are:
  - a. North 37 deg 58 min 48.084 sec
  - b. West 83 deg 18 min 36.599 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069

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



PARCEL ID: 068-00-00-045.00 (A1) ENGLE, RAY AND MARIE BOOK 98, PAGE 458 146 YOCUM RD WEST LIBERTY, KY 4147

PARCEL ID: 068-00-00-046.00 ZACHARY & BRITTANY ENGLE 282 YOCUM RD WEST LIBERTY, KY 41472

PARCEL ID: 068-00-00-026.00 (C1) ZACHARY & BRITTANY ENGLE 282 YOCUM RD WEST LIBERTY, KY 41472

PARCEL ID: 068-00-00-043.00 (D1) JAMES MATTHEW KEETON 736 PLEASANT RUN RD WEST LIBERTY, KY 41472

PARCEL ID: 068-00-00-044.00 (E1) RAY & MARIE ENGLE 146 YOCUM RD WEST LIBERTY KY 41472

PARCEL ID: 068-00-00-045.00 (F1) RAY & MARIE ENGLE 146 YOCUM RD WEST LIBERTY KY 41472

> PARCEL ID: 068-00-00-045.03 KENNETH & LINDA MARTIN 121 YOCUM RD WEST LIBERTY KY 41472

> PARCEL ID: 068-00-00-040.02 MARGARET DEHAVEN 117 YOCUM RD WEST LIBERTY KY 41472

SMW#: 18-0768



ISSUED FOR CLIENT REV.
REISSUED FOR CLIENT REV.
ISSUED FOR CONSTRUCTION

DATE 10/05/18 10/15/18 10/18/18 10/18/18 10/18/18

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SURVEYOR'S NOTES

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SUNYLYDIC'S NOIES

1. This is a Rewland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 29, 2018.

2. The following surveying instruments were used at time of field wisit. Nikon NPL-352, Total Station, Reflectoriess and Hiper + Legacy E RTK, GD 1HZ.

3. Bearings are based on Kentucky State Plane Coordinates NAD 83 by GPS observation.

4. No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.

or located as a part of units survey, unless otherwise shown.

5. Benchmark used is a CPS Continuously Operating Reference Station, PID DH7117. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.

6. This survey was conducted for the purpose of a Rewland Tower Survey only, and is not intended to definede the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.

7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.

8. This Survey was conducted in reference to a Report of Title prepared by U.S. Title Solutions, File No. 59001–KY1801–5030, and dated Jenuary 25, 2018.

9. This survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KXR 18:150.

10. Field data upon which this map or jot is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000°) and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.

times the square root of the number of angles turned. Field traverse was not adjusted.

11. This survey is not valid without the original signature and the original seal of a state

11. This survey is not valid without the original signature and the original seal of a state ficened surveyor and mapper. Tute a boundary survey of the Parent Troct. Any parent troct property lines shown hereon are from supplied information and may not be field verified.
13. The Lease Area, and Access and Utility Essement shown hereon was provided by CLIEN dated March 29, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy.
14. No zoning information supplied by client.

#### SURVEYOR'S CERTIFICATION

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

David D. McKinney Kentucky License No. 3964

DESIGNED: JDS DRAWN: BMD CHECKEÓ: RTB

JOB#: 12719590

**B-2** 

# EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

#### VIA CERTIFIED MAIL

Hon. Stanley Franklin County Judge Executive 450 Prestonsburg Street West Liberty, KY 41472

RF:

Notice of Proposal to Construct Wireless Communications Facility

Kentucky Public Service Commission Docket No. 2018-00343

Site Name: Lenville FN

## Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 146 Yocum Road, West Liberty, Kentucky 41472 (37°58'48.084" North latitude, 83°18'36.599" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00343 in any correspondence sent in connection with this matter.

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

Sincerely, David A. Pike Attorney for Applicant

enclosures

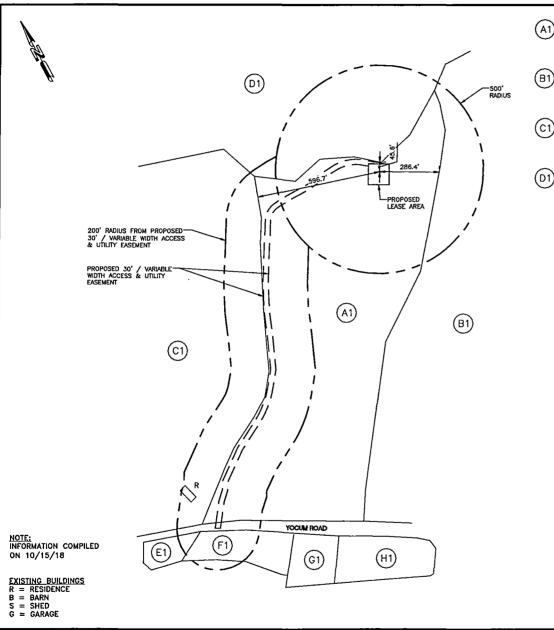
# **Driving Directions to Proposed Tower Site**

- 1. Beginning at 450 Prestonsburg Street, West Liberty, Kentucky, head west (toward Main Street) and travel approximately 0.2 miles.
- 2. Turn right onto KY-7 N / Main Street and travel approximately 2.7 miles.
- 3. Continue straight onto KY-519 N and travel approximately 2.7 miles.
- 4. Turn right onto Cr-1443-70/Yocum Road Con and travel approximately 184 feet.
- 5. Cr-1443-70/Yocum Rd Con turns left and becomes Old 519 No 1 Rd/Yocum Road. Continue on Old 519 No 1 Rd/Yocum Road for approximately 0.1 miles.
- 6. The site is on the right at 146 Yocum Road, West Liberty, KY. The site coordinates are:
  - a. North 37 deg 58 min 48.084 sec
  - b. West 83 deg 18 min 36.599 sec



Prepared by: Aaron Roof Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069

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



PARCEL ID: 068-00-00-045.00 (A1) ENGLE. RAY AND MARIE BOOK 98, PAGE 458 146 YOCUM RD WEST LIBERTY, KY 4147

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PARCEL ID: 068-00-00-043.00 (D1) JAMES MATTHEW KEETON 736 PLEASANT RUN RD WEST LIBERTY, KY 41472

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(H1) MARGARET DEHAVEN 117 YOCUM RD WEST LIBERTY KY 41472

PARCEL ID: 068-00-00-040.02

SURVEYOR'S NOTES

(G1)

SURVEYOR'S NOTES

1. This is a Rawland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 29, 2018.

2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station, Reflectoriess and Hiper + Legacy E RTK, GD 1HZ.

3. Bearings are based on Kentucky State Plane Coordinates NAD 83 by GPS observation.

4. No underground utilities, underground encroachments or building foundations were measured or located on a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.

or located as a part or this survey, unless otherwise shown. Irees and simular not recurrent, unless otherwise shown.

5. Benchmark used is a GPS Continuously Operating Reference Station, PID DH7117. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.

6. This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to defineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.

7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.

8. This Survey was conducted in reference to a Report of Title prepared by U.S. Title Solutions, File No. 55001-KY1801-5030, and dated January 25, 2018.

9. This survey meets or exceeds the Minimum Standards of Practice as required by the State of Kentucky for a Class A survey as defined by 201 KA 18:150.

10. Field data upon which this may or plat is based has a closure precision of not less than one-foot in 15,000 feet (1:15,000) and an angular error that does not exceed 10 seconds times the square root of the number of angles tumed. Field traverse was not adjusted.

11. This survey is not valid without the original signature and the original sed of a state ficensed surveyor and mapper.

11. This survey is not valid without the original signature and the original seal or a survey licensed surveyor and mapper.
12. This survey does not constitute a boundary survey of the Perent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
13. The Lease Area, and Access and Utility Easement shown hereon was provided by CLIENT dated March 29, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy.
14. No zoning information supplied by client.

#### SURVEYOR'S CERTIFICATION

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

David D. McKinney Kentucky License No. 3964



SMW#: 18-0768



10/15/18 # 0 - 0

> AND 500' RADIUS / ABUTTERS N

DESIGNED: JDS DRAWN-BMD RTB

CHECKED: JOB#: 12719590

**B-2** 

# EXHIBIT M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

# SITE NAME: LENVILLE FN NOTICE SIGNS

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00343 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00343 in your correspondence.

TELEPHONE: 606-743-3551

The Licking Valley Courier P.O. Box 187 West Liberty, KY 41472

RE:

Legal Notice Advertisement

Site Name: Lenville FN

Dear Licking Valley Courier:

Please publish the following legal notice advertisement in the next edition of *The* Licking Valley Courier:

#### NOTICE

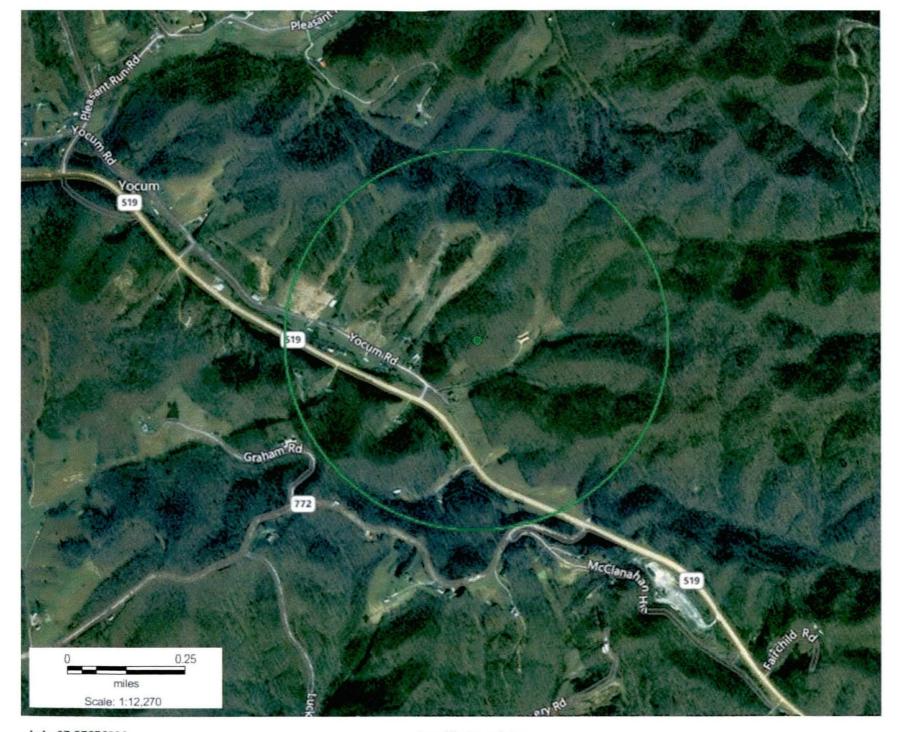
New Cinqular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Commission ("PSC") to construct a new wireless communications facility on a site located at 146 Yocum Road, West Liberty, Kentucky 41472 (37°58'48.084" North latitude, 83°18'36.599" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00343 in any correspondence sent in connection with this matter.

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

Sincerely.

Aaron L. Roof Pike Legal Group, PLLC

# EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.97676931 Lon: -83.31032053

Lenville Search Area