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**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

PUBLIC SERVICE  
COMMISSION

In the Matter of:

THE APPLICATION OF	)	
NEW CINGULAR WIRELESS PCS, LLC,	)	
A DELAWARE LIMITED LIABILITY COMPANY,	)	
D/B/A AT&T MOBILITY	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2018-00349
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF ELLIOTT	)	

SITE NAME: BROWN RIDGE ROAD FN

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

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

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

1. The complete name and address of the Applicant: New Cingular Wireless, PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility having a local address of Meidinger Tower, 462 S. 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 (38°08'09.064" North latitude, 83°09'51.404" 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 Steve Adkins pursuant to a Deed recorded at Deed Book 102, Page 243 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 Kentucky Airport Zoning Commission ("KAZC") approval is not required for this site is attached as **Exhibit F**.

13. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

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

as part of this exhibit.

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

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

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

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

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

20. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the

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

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

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

23. The general area where the proposed facility is to be located is rural and heavily wooded.

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](mailto:dpike@pikelegal.com)

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

Respectfully submitted,



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



## LIST OF EXHIBITS

- A - FCC License Documentation
- B - Site Development Plan:
  - 500' Vicinity Map
  - Legal Descriptions
  - Flood Plain Certification
  - Site Plan
  - Vertical Tower Profile
- C - Tower and Foundation Design
- D - Competing Utilities, Corporations, or Persons List
- E - FAA
- F - Kentucky Airport Zoning Commission
- G - Geotechnical Report
- H - Directions to WCF Site
- I - Copy of Real Estate Agreement
- J - Notification Listing
- K - Copy of Property Owner Notification
- L - Copy of County Judge/Executive Notice
- M - Copy of Posted Notices 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

<b>Call Sign</b> KNKN861	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA451	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

FCC Registration Number (FRN): 0003291192

<b>Market Name</b> Kentucky 9 - Elliott
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<b>Grant Date</b> 08-30-2011	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 10-01-2021	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
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**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
5	38-03-04.7 N	082-38-07.3 W	292.6	61.0	
Address: 16 Hylton Road (76319)					
City: LOUISA County: LAWRENCE State: KY Construction Deadline:					

**Antenna: 1**

<b>Maximum Transmitting ERP in Watts:</b>	140.820							
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)	297.900	112.600	11.500	2.900	0.600	0.900	15.800	126.300

**Antenna: 2**

<b>Maximum Transmitting ERP in Watts:</b>	140.820							
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**

<b>Maximum Transmitting ERP in Watts:</b>	140.820							
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.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN861

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	38-05-15.0 N	083-07-14.2 W	303.0	59.4	

Address: 801 HWY 32 (76328)

City: SANDY HOOK County: ELLIOTT State: KY Construction Deadline:

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)	83.100	91.400	84.000	75.400	72.200	40.200	52.600	53.100
Transmitting ERP (watts)	69.400	21.700	3.700	0.900	2.400	8.100	37.600	61.600

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.100	91.400	84.000	75.400	72.200	40.200	52.600	53.100
Transmitting ERP (watts)	69.700	206.800	185.400	206.800	60.700	33.900	0.413	12.600

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	83.100	91.400	84.000	75.400	72.200	40.200	52.600	53.100
Transmitting ERP (watts)	2.100	0.800	1.700	37.200	187.500	257.300	54.700	5.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	37-56-10.7 N	083-15-13.4 W	338.3	80.8	1043797

Address: 1050 Cedar Road (76318)

City: WEST LIBERTY County: MORGAN State: KY Construction Deadline:

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)	108.900	121.700	96.900	142.700	137.300	137.300	142.000	117.600
Transmitting ERP (watts)	73.300	121.600	45.200	32.000	0.243	16.000	56.900	113.500

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	108.900	121.700	96.900	142.700	137.300	137.300	142.000	117.600
Transmitting ERP (watts)	16.900	82.900	111.800	105.100	98.100	29.600	37.300	16.900

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	108.900	121.700	96.900	142.700	137.300	137.300	142.000	117.600
Transmitting ERP (watts)	24.500	18.100	22.500	33.200	102.700	98.100	125.400	68.900

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN861

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	37-18-52.9 N	082-30-11.9 W	626.1	126.2	1043792

Address: 2701 Hwy 611 (76324)

City: DORTON County: PIKE State: KY Construction Deadline:

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	220.600	163.100	228.900	306.500	351.000
Transmitting ERP (watts)	211.300	79.900	8.100	2.100	0.422	0.600	11.200	89.600

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	377.200	319.300	339.000	220.600	163.100	228.900	306.500	351.000
Transmitting ERP (watts)	1.200	26.800	134.900	185.100	39.400	4.200	1.500	0.500

Antenna: 3

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	220.600	163.100	228.900	306.500	351.000
Transmitting ERP (watts)	2.300	0.400	0.800	3.800	51.900	180.900	131.800	18.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	37-30-04.3 N	082-13-39.2 W	768.1	43.3	

Address: 9066 Phelps 632 Road (76329)

City: Phelps County: PIKE State: KY Construction Deadline: 06-09-2015

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)	444.300	462.300	396.500	295.100	344.400	360.200	360.500	415.600
Transmitting ERP (watts)	89.500	148.600	55.200	39.100	0.300	19.600	69.500	138.700

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	444.300	462.300	396.500	295.100	344.400	360.200	360.500	415.600
Transmitting ERP (watts)	3.500	28.200	63.900	76.500	40.600	6.100	3.500	2.300

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	444.300	462.300	396.500	295.100	344.400	360.200	360.500	415.600
Transmitting ERP (watts)	3.600	0.600	1.300	5.900	79.800	278.300	202.800	27.800

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN861

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	38-06-36.6 N	082-36-36.2 W	251.5	120.1	1052938

Address: 380 Tower Hill Road (76331)

City: LOUISA County: LAWRENCE State: KY Construction Deadline: 06-09-2015

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)	152.400	85.400	83.000	117.700	110.900	106.400	109.900	114.000
Transmitting ERP (watts)	0.900	3.200	49.200	188.300	164.700	24.800	2.800	0.700

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	152.400	85.400	83.000	117.700	110.900	106.400	109.900	114.000
Transmitting ERP (watts)	2.800	0.700	0.900	3.200	49.200	188.300	164.700	24.800

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	152.400	85.400	83.000	117.700	110.900	106.400	109.900	114.000
Transmitting ERP (watts)	198.000	85.900	26.400	14.400	13.400	23.400	118.100	179.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	37-29-09.9 N	082-47-54.0 W	450.8	111.6	1065556

Address: 892 KY ROUTE 680 WEST (76327)

City: Eastern County: FLOYD State: KY Construction Deadline: 06-09-2015

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)	260.800	269.800	233.600	173.200	209.000	238.200	196.700	229.200
Transmitting ERP (watts)	172.600	192.500	56.500	31.600	0.400	11.700	64.900	192.500

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	260.800	269.800	233.600	173.200	209.000	238.200	196.700	229.200
Transmitting ERP (watts)	1.500	34.600	174.600	239.600	50.900	5.400	1.900	0.700

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	260.800	269.800	233.600	173.200	209.000	238.200	196.700	229.200
Transmitting ERP (watts)	30.000	11.600	15.600	34.200	153.800	203.900	230.100	89.000

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN861

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	37-44-50.6 N	083-10-40.2 W	329.5	93.0	1245619

Address: LAUREL BRANCH ROAD (76332)

City: SALYERSVILLE County: MAGOFFIN State: KY Construction Deadline: 06-09-2015

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)	120.000	111.100	127.900	92.400	91.300	84.200	91.600	104.200
Transmitting ERP (watts)	300.600	113.600	11.600	3.000	0.601	0.900	16.000	127.500

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	120.000	111.100	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 Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	120.000	111.100	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	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	37-42-32.6 N	082-57-19.9 W	399.0	104.8	1245637

Address: 883 DRY BREAD ROAD (76333)

City: SALYERSVILLE County: MAGOFFIN State: KY Construction Deadline: 06-09-2015

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)	182.700	243.900	204.300	203.600	166.500	160.600	190.800	182.200
Transmitting ERP (watts)	162.900	68.400	5.600	0.700	0.325	0.400	10.700	82.100

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	182.700	243.900	204.300	203.600	166.500	160.600	190.800	182.200
Transmitting ERP (watts)	2.200	22.700	121.500	152.300	32.100	2.900	0.400	0.500

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	182.700	243.900	204.300	203.600	166.500	160.600	190.800	182.200
Transmitting ERP (watts)	3.100	0.500	1.100	5.100	69.300	241.800	176.200	24.200

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN861

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	37-35-16.8 N	082-22-44.7 W	567.8	89.9	1041887

Address: 13074 US Hwy 119 North (101423)

City: BENT MOUNTAIN County: PIKE State: KY Construction Deadline: 06-09-2015

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)	355.900	286.300	230.800	185.900	246.700	311.000	304.700	286.000
Transmitting ERP (watts)	254.100	103.500	5.400	1.000	0.508	0.900	16.400	136.400

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	355.900	286.300	230.800	185.900	246.700	311.000	304.700	286.000
Transmitting ERP (watts)	2.800	39.300	197.200	231.700	49.600	2.200	0.500	0.500

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	355.900	286.300	230.800	185.900	246.700	311.000	304.700	286.000
Transmitting ERP (watts)	1.400	0.500	0.500	6.700	80.300	242.600	175.700	18.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	37-52-27.2 N	082-32-19.7 W	338.3	86.9	1041882

Address: 1190 Main St. (101415)

City: INEZ County: MARTIN State: KY Construction Deadline: 06-09-2015

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)	184.200	141.700	139.700	143.100	126.700	122.300	163.300	180.300
Transmitting ERP (watts)	145.500	61.100	5.000	0.600	0.300	0.300	9.500	73.300

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	184.200	141.700	139.700	143.100	126.700	122.300	163.300	180.300
Transmitting ERP (watts)	2.000	20.300	108.500	136.100	28.600	2.600	0.400	0.500

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	184.200	141.700	139.700	143.100	126.700	122.300	163.300	180.300
Transmitting ERP (watts)	1.300	0.300	0.300	4.900	40.500	136.100	103.400	11.200



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN861

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	37-49-02.0 N	082-33-35.9 W	315.8	107.0	1002325

Address: 1027 BLACKBERRY ROAD (76322)  
City: INEZ County: MARTIN State: KY Construction Deadline: 06-09-2015

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)	182.200	155.000	148.600	122.000	112.300	130.900	142.000	160.500
Transmitting ERP (watts)	128.200	170.000	191.900	74.200	25.000	9.700	13.000	28.500

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	182.200	155.000	148.600	122.000	112.300	130.900	142.000	160.500
Transmitting ERP (watts)	0.321	9.800	54.100	160.500	143.900	160.500	47.100	26.300

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	182.200	155.000	148.600	122.000	112.300	130.900	142.000	160.500
Transmitting ERP (watts)	114.300	32.800	24.200	9.000	13.100	87.200	175.000	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).

REFERENCE COPY

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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

<b>Call Sign</b> KNLF235	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 07-01-2015	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 06-23-2025	<b>Print Date</b>
<b>Market Number</b> MTA018	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 19	
<b>Market Name</b> Cincinnati-Dayton			
<b>1st Build-out Date</b> 06-23-2000	<b>2nd Build-out Date</b> 06-23-2005	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

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).

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 04/22/2004 and File No. 0001696726.

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 10/29/04 and File No.0001890883.

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 WIRELESS PCS, LLC

**Call Sign:** KNLF235

**File Number:**

**Print Date:**

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 3/11/2005 and File No. 0001932184

Spectrum Lease associated with this license. See Spectrum Leasing Arrangement Letter dated 03/12/2005 and File No. 0001932236.

Spectrum Leasing Arrangement associated with file number 0001932184 was extended to 04/30/2009. See file number 0002177927.

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).

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNLF235

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Reference Copy

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

<b>Call Sign</b> WQGA822	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> CMA451	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Kentucky 9 - Elliott			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

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, WTBS 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.

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WQGA822

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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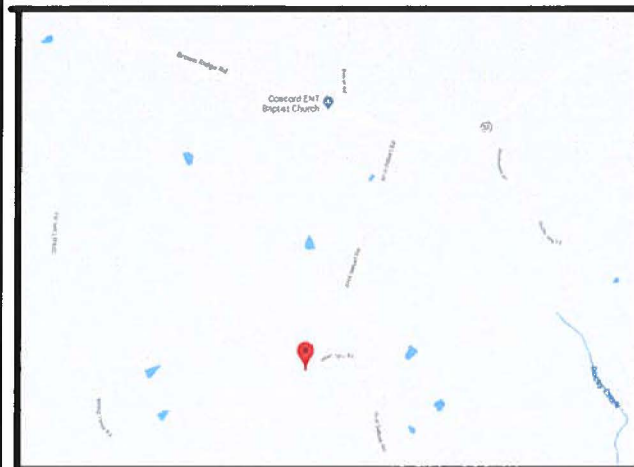
Reference Copy

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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

**LOCATION MAP**



**DRIVING DIRECTIONS**

FROM MAIN ST, SANDY HOOK, KY 41171:

- HEAD NORTHEAST ON MAIN ST TOWARD GEE ST 0.1 MI
- TURN LEFT ONTO KY-32 W/KY-7 N & CONTINUE TO FOLLOW KY-7 N 3.7 MI
- TURN LEFT TOWARD KY-32 W 164 FT
- CONTINUE ONTO KY-32 W 4.4 MI
- TURN LEFT ONTO ARVIL DEHART RD 0.7 MI
- SHARP RIGHT ONTO DEHART SPUR RD & 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.

SITE NAME:

# BROWN RIDGE ROAD FN

FA #:

## 12674963

PROPOSED RAW LAND SITE WITH A 195' MONOPOLE WITH A 4' LIGHTNING ARRESTOR AND INSTALLATION OF AN 8'x8' SHELTER ON A 8'x14' PAD WITH A GENERATOR

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**

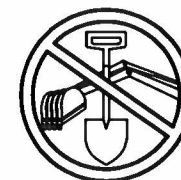
SITE ADDRESS: HOPKINS CAVE SANDY HOOK, KY 41171  
 LATITUDE (NAD 83): N 38° 08' 09.064"  
 LONGITUDE (NAD 83): W 83° 09' 51.404"  
 LATITUDE (NAD DECIMAL): N 38.135851°  
 LONGITUDE (NAD DECIMAL): W 83.164279°  
 PARCEL ID: 023-00-00-031-00  
 JURISDICTION: KENTUCKY PUBLIC SERVICE COMMISSION  
 PROPERTY OWNER: STEVE ADKINS  
 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

**DRAWING INDEX**

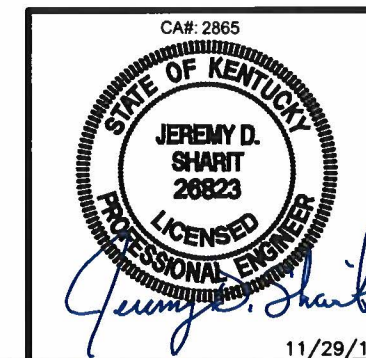
T-1	TITLE SHEET & PROJECT INFORMATION
<b>SURVEY:</b>	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
<b>CIVIL:</b>	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT - CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

**SCOPE OF WORK**

ZONING DRAWINGS FOR:  
CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.  
  
SITE WORK: NEW TOWER, UNMANNED SHELTER & GENERATOR ON A CONCRETE PATIO AND UTILITY INSTALLATIONS.



KENTUCKY ONE-CALL  
STATE WIDE CALL: 811  
CALL BEFORE YOU DIG



SMW #: 18-0659



#	DATE	DESCRIPTION
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	REISSUED FOR CLIENT REV.
2	11/26/18	REISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN  
TITLE SHEET & PROJECT INFORMATION

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

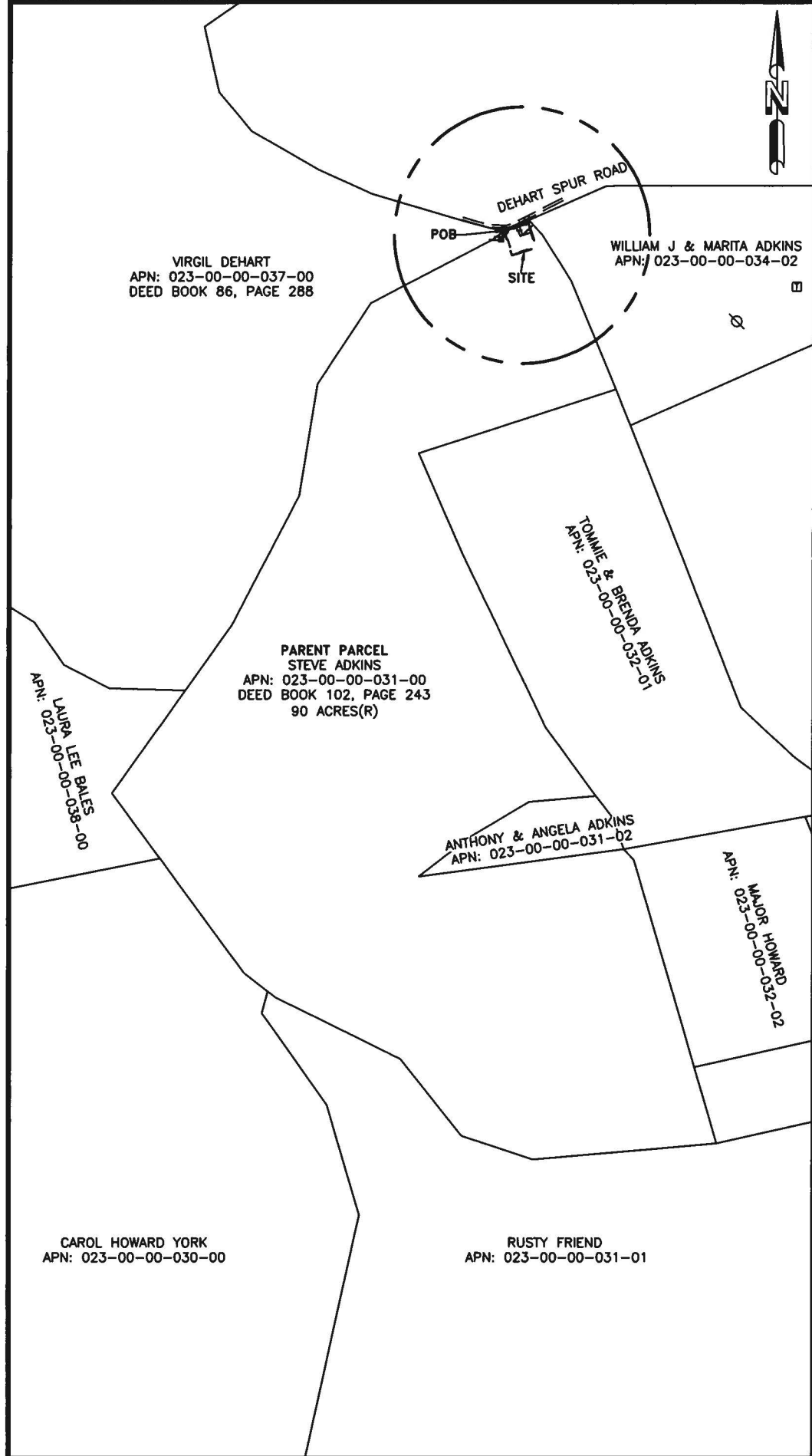
JOB #: 12674963

T-1

11/29/18

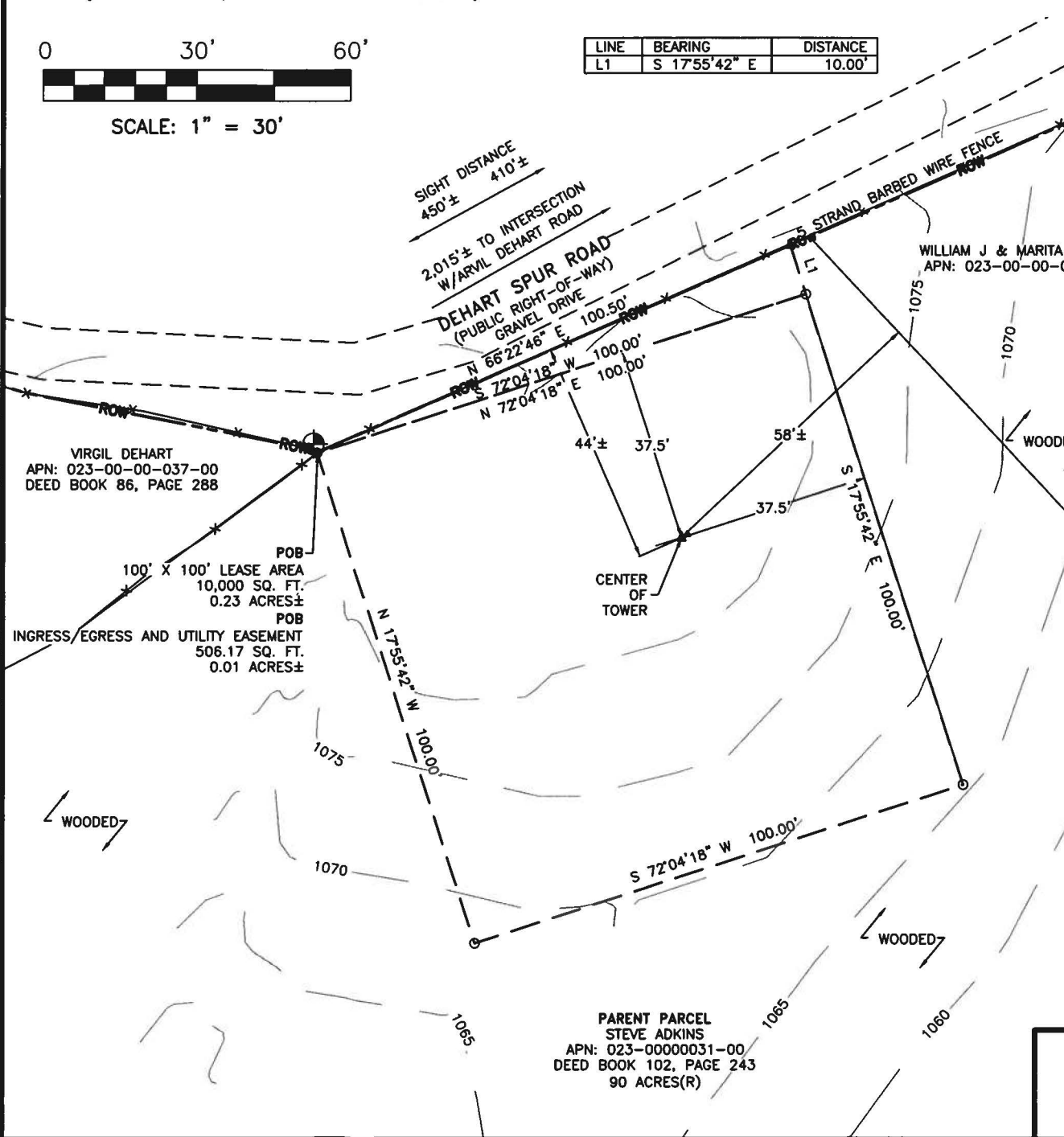


PARENT TRACT OVERVIEW NOT TO SCALE



SURVEYOR'S NOTES

1. This is an Rawland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 06, 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 Single Zone 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. This survey was conducted for the purpose of an 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.
6. 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.
7. This Survey was conducted with the benefit of an Abstract Title Search.
8. 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.
9. 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.
10. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
11. 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.
12. The Lease Area, and Access and Utility Easement shown hereon was provided by Integrisite dated March 15, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy.
13. No buildings near area of site at the time of this survey.
14. Zoning information not provided at the time of this survey.



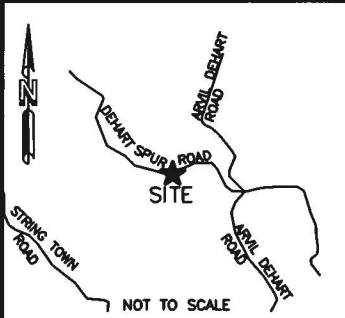
TOWER INFO

LATITUDE: 38°08'09.064" NORTH  
 LONGITUDE: 83°09'51.404" WEST (NAD 83)  
 GROUND ELEVATION: 1083.1' ABOVE MEAN SEA LEVEL (NAVD88)

SITE INFORMATION

OWNER NAME: STEVE ADKINS  
 OWNER MAILING ADDRESS: 1138 ARVIL DEHART ROAD, SANDY HOOK, KY 41171  
 TAX PARCEL #: 023-00-00-031-00  
 PARCEL ADDRESS: HOPKINS CAVE, SANDY HOOK, KY 41171

VICINITY MAP



KENTUCKY SINGLE ZONE

GRID TO TRUE NORTH CONVERGENCE 1'35"  
 TRUE NORTH TO MAGNETIC DECLINATION 6°41' W  
 COMBINED SCALE FACTOR 0.999915160

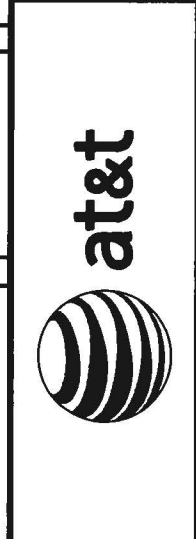
LEGEND

- = 5/8" REBAR SET
- = FOUND PROPERTY MARKER
- POB = POINT OF BEGINNING
- ▲ = CALCULATED POINT
- ⊙ = POWER POLE
- ⊞ = TELEPHONE PEDESTAL
- ⊕ = TEMP. BENCHMARK (NAIL IN TREE) ELEV.=1084.29'

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 21063C0075A, which bears an effective date of August 05, 2010 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% annual chance floodplain.

BROWN RIDGE ROAD FN  
 ELLIOTT COUNTY, KENTUCKY



#	DATE	DESCRIPTION
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	REISSUED FOR CLIENT REV.
2	11/26/18	REISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN  
 SITE SURVEY

DESIGNED: JDS  
 DRAWN: BMD  
 CHECKED: RTB

JOB #: 12674963

B-1

**PARENT TRACT (TITLE)**

**PARCEL ONE:**

A certain tract or parcel of land lying and being in the County of Elliott, State of Kentucky, on the waters of Laurel Creek, a tributary of Little Sandy River, bounded and described as follows: BEGINNING at the falls of Hopkins Cave Branch; thence up said branch to the mouth of the second drain on the east side of the drain and up and bounding thereon to the head of said drain; thence with this line between this and Levi Habry (now owned by Tom Pennington) line to the top of the ridge; thence with the land or road next to Elijah Pennington (now owned by Ray Johnson) to the corner of said fence; thence down said fence to the first cross fence; thence up said cross fence to a locust (now pine) near the corner of said fence; thence down the fence to the corner near the cliff to a spotted oak; thence the same direction to the cliff; thence up the cliff with the meanders of said cliff to the beginning, containing 90 acres, more or less.

There is now a cemetery located on the above bounded property and first party (former) reserves the right to use same for his family if so desired and the right to enter upon and cross over the land in going to and from same.

**LESS AND EXCEPT**

A certain tract or parcel of land lying and being in the County of Elliott, State of Kentucky, on the waters of Laurel Creek, a tributary of Little Sandy River and bounded and described as follows, to-wit: BEGINNING at a large oak tree on the North side of County Road where Steve Adkins and Dail Howard property line joins on the West side of Gravel Road, thence with Howard then Adkins property line N 24 W 330 feet to a large hickory, thence S 85 W 175 feet to a stake; thence on East side of drain S 44 W 466 feet to a marker on North side of County Road; thence N 86 E 638 feet with County Road to the point of beginning, containing 3 acres, more or less.

**100' x 100' LEASE AREA (AS-SURVEYED)**

A lease area being a portion of Steve Adkins tract described in Deed Book 102, Page 243 recorded in the County Court Clerk's Office in Elliott County, Kentucky and being more particularly described as follows: BEGINNING at a 20' oak tree found marking the most Northwest corner of said Steve Adkins tract and marking the Northeast corner of Virgil Dehart tract described in Deed Book 86, Page 288 in said County Court Clerk's Office; Thence N 72°04'18" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 17°55'42" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 72°04'18" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 17°55'42" W a distance of 100.00 feet to the POINT OF BEGINNING. Containing 10,000.00 square feet (0.23 acres) of land more or less.

**INGRESS/EGRESS AND UTILITY EASEMENT (AS-SURVEYED)**

A lease area being a portion of Steve Adkins tract described in Deed Book 102, Page 243 recorded in the County Court Clerk's Office in Elliott County, Kentucky and being more particularly described as follows: BEGINNING at a 20' oak tree found marking the most Northwest corner of said Steve Adkins tract and marking the Northeast corner of Virgil Dehart tract described in Deed Book 86, Page 288 in said County Court Clerk's Office; Thence along the Southerly right-of-way line of Dehart Spur Road (public right-of-way), N 66°22'46" E a distance of 100.50' feet to a point; Thence S 17°55'42" E a distance of 10.00 feet to a set 5/8" rebar; Thence S 72°04'18" W a distance of 100.00 feet to the POINT OF BEGINNING. Containing 506.17 square feet (0.01 acres) of land more or less.

**REPORT OF TITLE**

This survey does not constitute a title search by SMW Engineering Group, Inc. and as such we are not responsible for the investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence, unrecorded easement, augmenting easement, implied or prescriptive easement, or any other facts that an accurate and current title search may disclose. Information regarding these matters were gained from U.S. Title Solutions, File No. 58912-KY1712-5030, Reference No. FA 12674963, Dated December 22, 2017, prepared for MasTec Network Solutions-KY/TN on behalf of AT&T. The following comments are in regard to said report and the numbers in the comments correspond to the numbering system in said report.

**SCHEDULE B**

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein. (-1-). See Separate Mortgage Schedule.
3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.
4. Rights of tenants or person in possession.

(Judgments, Liens and UCC)

5. Notice of Judgement Lien Dickinson Financial LLC, plaintiff, v Stevie Adkins, defendant, recorded 2/17/2011 in book LP10, Page 222.

(Covenants/Restrictions)

6. None within period searched.

(Easement and Right of Way)

7. Easement Deed by Steve Adkins, single person to Tommie Adkins and Brenda C. Adkins, husband and wife, dated 1/26/2017 in book D119 page 674. Notes: Easement. Affects Parent Parcel. Does not affect Lease area and Ingress/Egress and Utility Easement.



SMW # 18-0659



#	DATE	DESCRIPTION:
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	REISSUED FOR CLIENT REV.
2	11/26/18	REISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN

SITE SURVEY

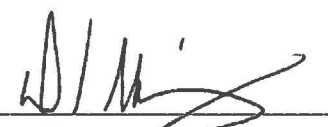
DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

JOB #: 12674963

**B-1.1**

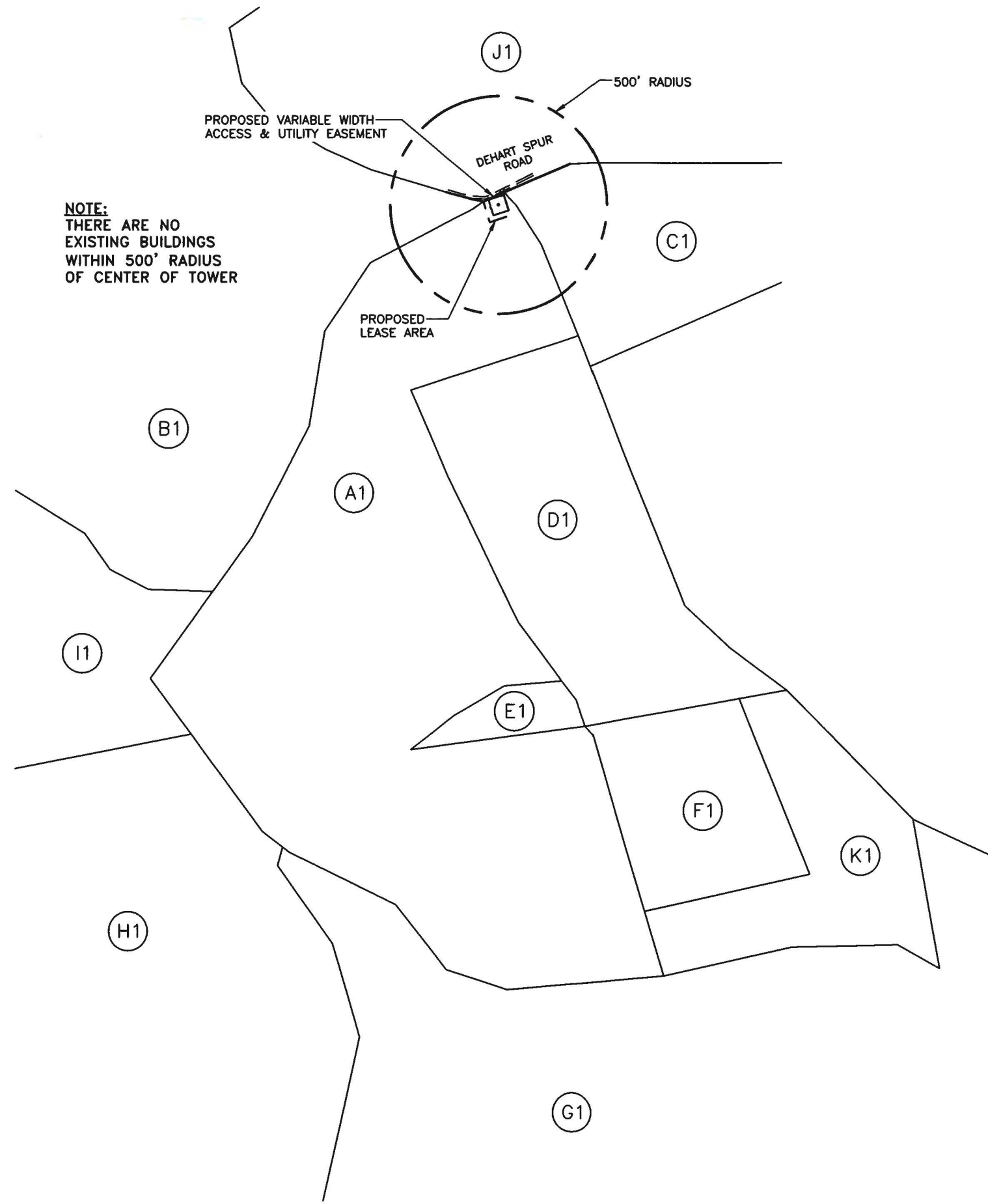
**SURVEYOR'S CERTIFICATION**

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



BROWN RIDGE ROAD FN  
ELLIOTT COUNTY, KENTUCKY



**NOTE:**  
THERE ARE NO  
EXISTING BUILDINGS  
WITHIN 500' RADIUS  
OF CENTER OF TOWER

**NOTE:**  
INFORMATION COMPILED ON 10/11/18  
INFORMATION SHOWN IS BASED ON THE  
RECORDS OF THE ELLIOT COUNTY, KENTUCKY  
PROPERTY VALUATION ADMINISTRATOR

**EXISTING BUILDINGS**  
R = RESIDENCE  
B = BARN  
S = SHED  
G = GARAGE

- (A1) APN: 023-00-00-031-00  
ADKINS STEVE  
1138 ARVIL DEHART RD  
SANDY HOOK, KY 41171
- (B1) APN: 023-00-00-037-00  
DEHART VIRGIL  
89 ROBIN RD  
SANDY HOOK, KY 41171
- (C1) APN: 023-00-00-034-02  
ADKINS WILLIAM J & MARITA  
RT 1 BOX 1305  
SANDY HOOK, KY 41171
- (D1) APN: 023-00-00-032-01  
ADKINS TOMMIE ADKINS BRENDA  
111 ADKINS CEMETARY RD  
SANDY HOOK, KY 41171
- (E1) APN: 023-00-00-031-02  
ADKINS ANTHONY & ANGELA  
41 ADKINS CEMETARY RD  
SANDY HOOK, KY 41171
- (F1) APN: 023-00-00-032-02  
HOWARD MAJOR  
PO BOX 1555  
PINEVILLE, WV 24874
- (G1) APN: 023-00-00-031-01  
FRIEND RUSTY  
10941 ST RT 771  
LEESBURG, OH 45135
- (H1) APN: 023-00-00-030-00  
YORK CAROL HOWARD  
BOX 428  
JAMESTOWN, TN 38556
- (I1) APN: 023-00-00-038-00  
BALES LAURA LEE  
8209 SHERBOURNE DR  
KNOXVILLE, TN 37919
- (J1) APN: 022-00-00-004.00  
JOHNSON RICHARD & BETTY  
314 ORVIL DEHART RD  
SANDY HOOK, KY 41171
- (K1) APN: 023-00-00-032.00  
HOWARD DAIL  
720 ELMER STONE RD  
OLIVE HILL, KY 41164



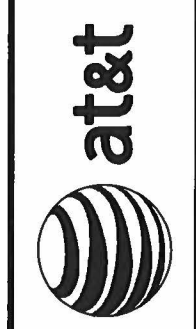
#	DATE	DESCRIPTION:
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3	11/29/18	ISSUED FOR CONSTRUCTION

**BROWN RIDGE ROAD FN**  
**500' RADIUS AND**  
**ABUTTERS MAP**

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

JOB #: 12674963

**B-2**



#	DATE	DESCRIPTION:
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	ISSUED FOR CLIENT REV.
2	11/26/18	ISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN  
OVERALL SITE LAYOUT

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

JOB #: 12674963

C-1

LINE	BEARING	DISTANCE
L1	S 17°55'42" E	10.00'

SIGHT DISTANCE  
450'±  
410'±

2,015'± TO INTERSECTION  
W/ARVIL DEHART ROAD

DEHART SPUR ROAD  
(PUBLIC RIGHT-OF-WAY)  
GRAVEL DRIVE

WILLIAM J & MARITA ADKINS  
APN: 023-00-00-034-02

VIRGIL DEHART  
APN: 023-00-00-037-00  
DEED BOOK 86, PAGE 288

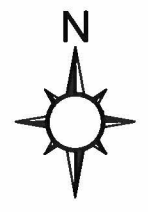
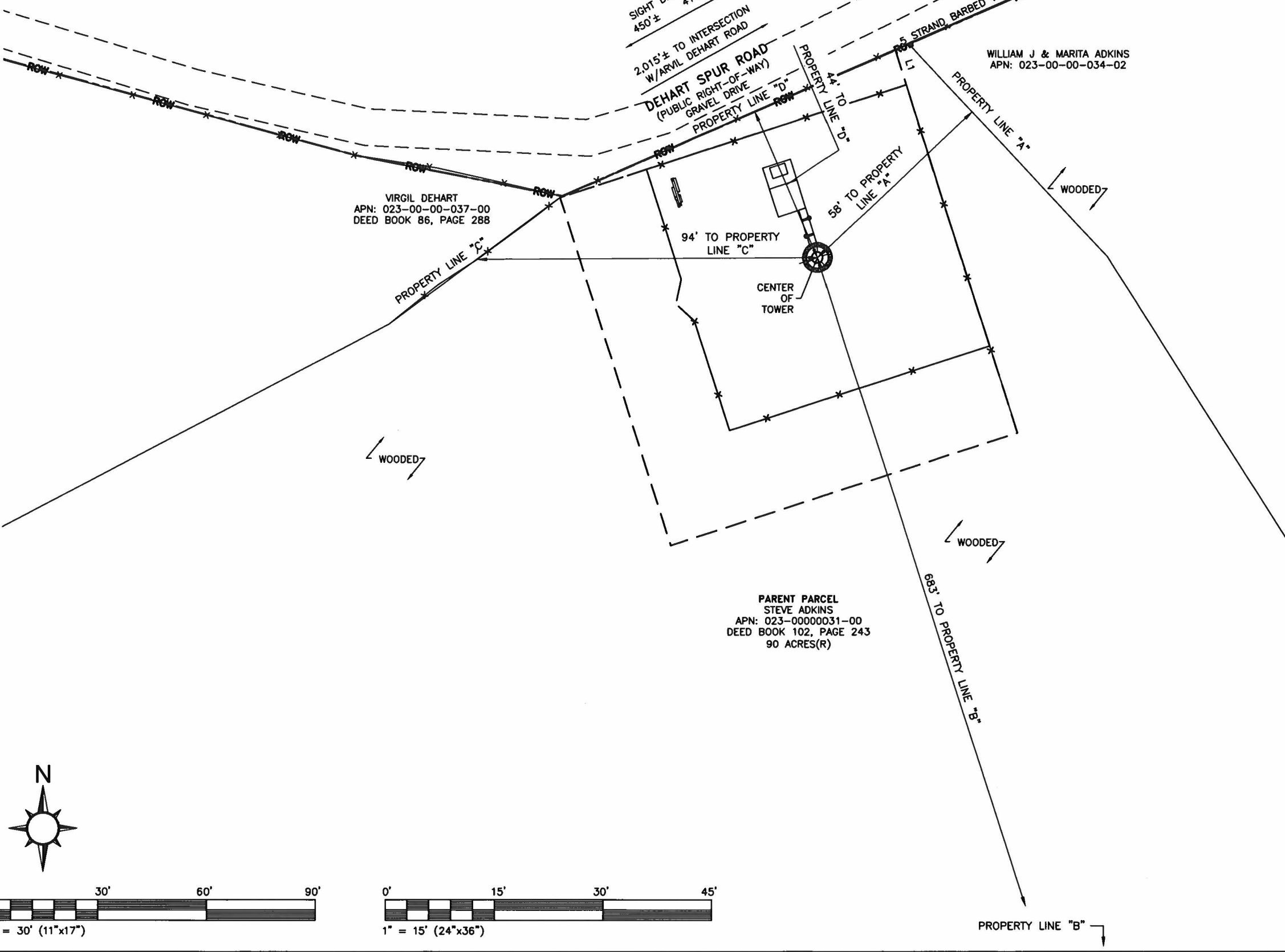
PARENT PARCEL  
STEVE ADKINS  
APN: 023-00000031-00  
DEED BOOK 102, PAGE 243  
90 ACRES(R)

CENTER OF TOWER

94' TO PROPERTY LINE "C"

58' TO PROPERTY LINE "A"

683' TO PROPERTY LINE "B"

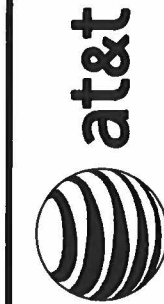


CA#: 2865

JEREMY D. SHART  
26823  
LICENSED PROFESSIONAL ENGINEER

*Jeremy D. Shart*

11/29/18



LINE	BEARING	DISTANCE
L1	S 17°55'42" E	10.00'

SIGHT DISTANCE  
450'±

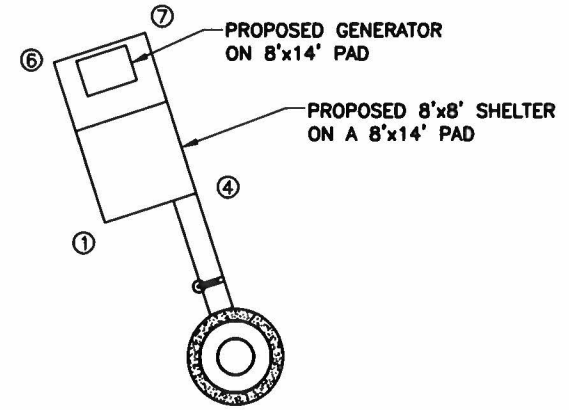
2,015'± TO INTERSECTION  
W/ARVIL DEHART ROAD

DEHART SPUR ROAD  
(PUBLIC RIGHT-OF-WAY)  
GRAVEL DRIVE "D"

WILLIAM J & MARITA ADKINS  
APN: 023-00-00-034-02

VIRGIL DEHART  
APN: 023-00-00-037-00  
DEED BOOK 86, PAGE 288

CENTER  
OF  
TOWER



PROPERTY LINE	EQUIPMENT	DISTANCE
C	1	85'±
B	4	697'±
D	6	16'±
A	7	53'±

**ENLARGED EQUIPMENT**  
NOT TO SCALE

PARENT PARCEL  
STEVE ADKINS  
APN: 023-00000031-00  
DEED BOOK 102, PAGE 243  
90 ACRES(R)

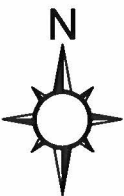
#	DATE	DESCRIPTION:
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2	11/26/18	REISSUED FOR CLIENT REV.
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BROWN RIDGE ROAD FN  
**OVERALL SITE  
LAYOUT - CONT'D**

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

JOB #: 12674963

**C-2**



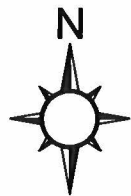
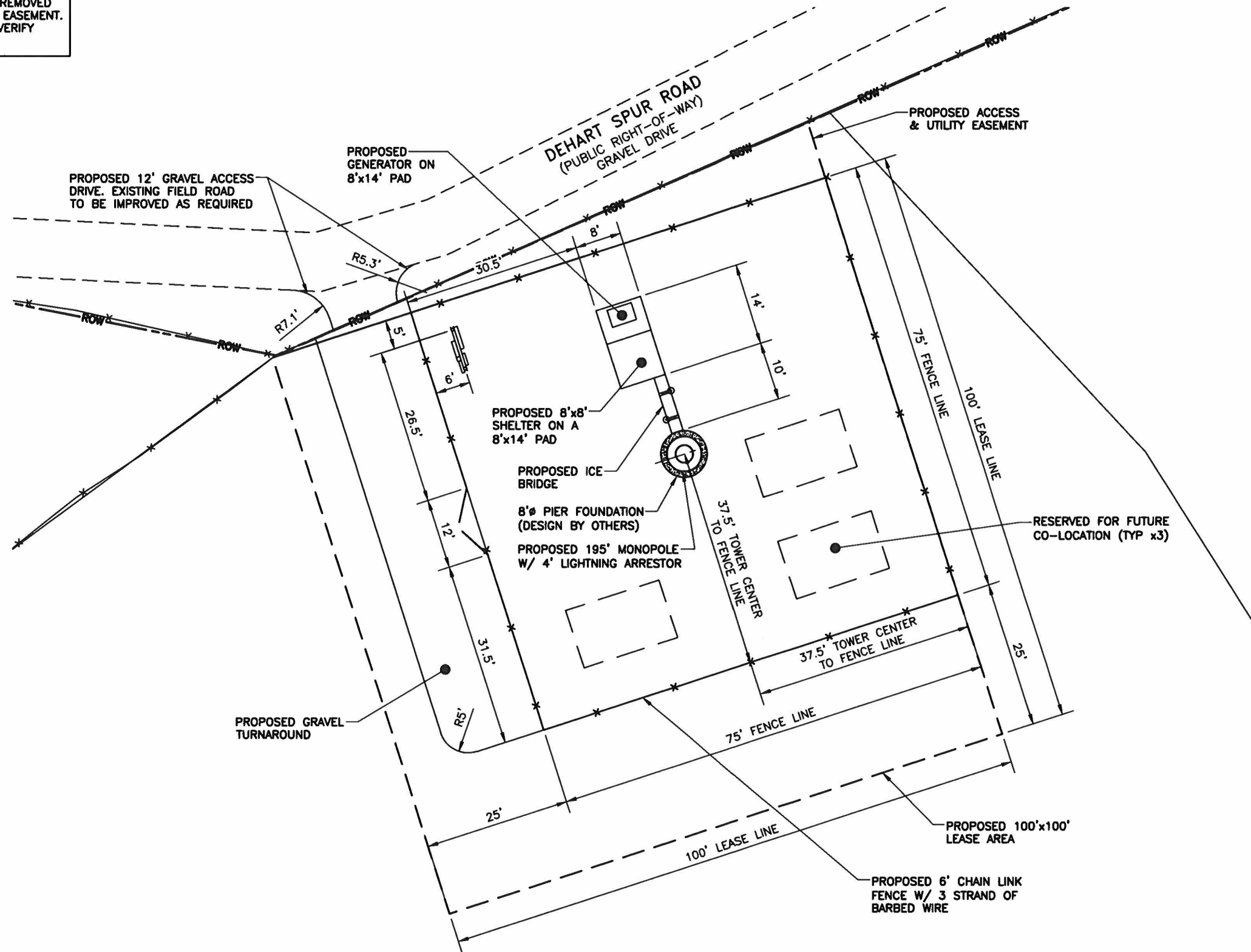
PROPERTY LINE "B"

CA#: 2865

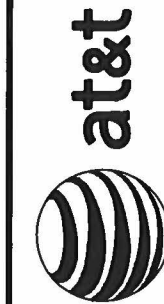
*Jeremy D. Shart*

11/29/18

EXISTING TREES TO BE REMOVED WITHIN COMPOUND AND EASEMENT. CONTRACTOR TO FIELD VERIFY BEFORE CONSTRUCTION



SMW #: 18-0659



#	DATE	DESCRIPTION:
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	REISSUED FOR CLIENT REV.
2	11/26/18	REISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN  
ENLARGED COMPOUND LAYOUT

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

JOB #: 12674963

CA#: 2865

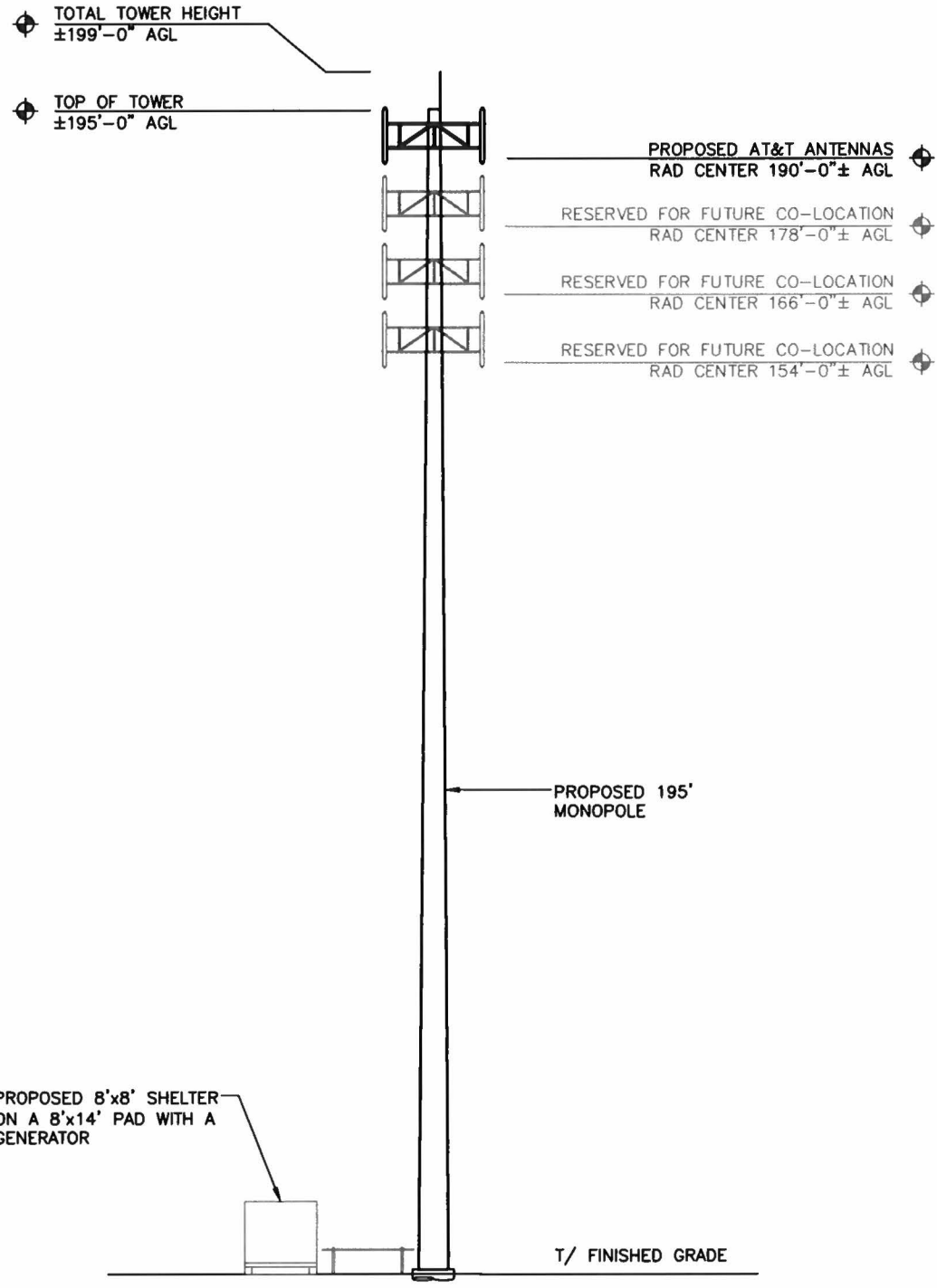
DESIGNED BY: *Jeremy D. Shart*

11/29/18

C-3

**TOWER NOTES**

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



#	DATE	DESCRIPTION:
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	REISSUED FOR CLIENT REV.
2	11/26/18	REISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN

TOWER ELEVATION

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB

JOB #: 12674963

C-4

CA#: 2865

*Jeremy D. Sharit*

11/29/18

**EXHIBIT C**  
**TOWER AND FOUNDATION DESIGN**





October 4<sup>th</sup>, 2018  
Kentucky Public Service Commission  
211 Sower Blvd.  
PO Box 615  
Frankfort, KY 40602-0615

RE: Site Name – Brown Ridge Road FN  
Proposed Cell Tower  
38 08' 09.1" North Latitude, 83 09' 51.4" 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](mailto: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,

A handwritten signature in black ink, appearing to read "Don Murdock".

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



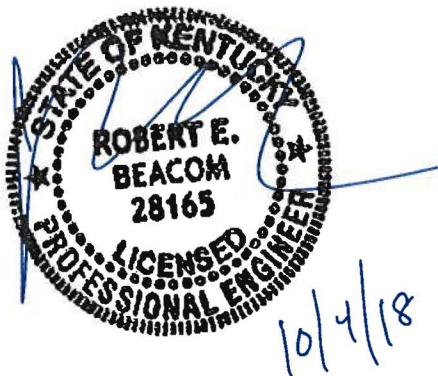
**Structural Design Report**  
195' Monopole  
Site: Brown Ridge Road FN, KY

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

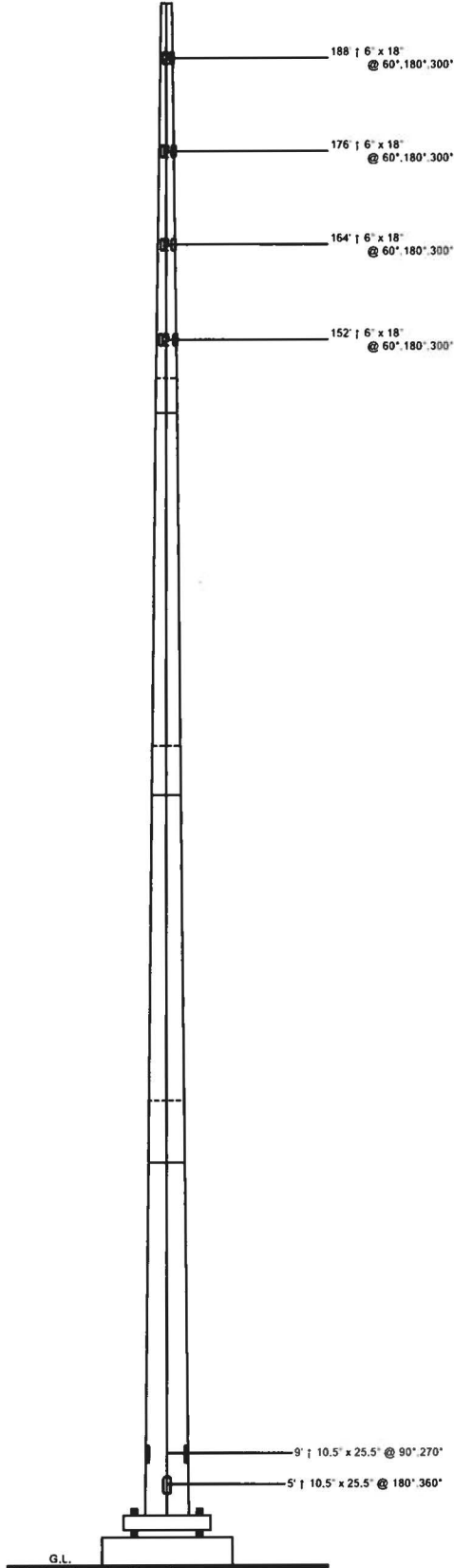
Job Number: 419378

October 4, 2018

Monopole Profile.....	1
Foundation Design Summary (Preliminary).....	2
Pole Calculations.....	3-13
Foundation Calculations.....	14-15



Length (ft)	53'-3"	53'-6"	53'-6"	52'-6"
Number Of Sides	18			
Thickness (in)	1/2"	7/16"	5/16"	
Lap Splice (ft)	8'-0"	6'-3"	A	
Top Diameter (in)	54.24"	42.96"	31.08"	18.75"
Bottom Diameter (in)	68.81"	57.4"	45.52"	32.92"
Taper (in/ft)			0.2699	
Grade			A572-65	
Weight (lbs)	20834	15205	10145	5303
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 (R-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	92.07	62.15	9812.64	19.58	11.96
3s Gusted Wind 0.9 Dead	69.15	62.01	9597.1	19.03	11.58
3s Gusted Wind&Ice	141.43	10.15	1774.85	3.79	2.27
Service Loads	76.77	15.71	2478.58	5.11	3.07

### Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81.75"	2.5"	76"	26	2.25"

### Anchor Bolt Dimensions

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

### Material List

Display	Value
A	4' - 6"

### Notes

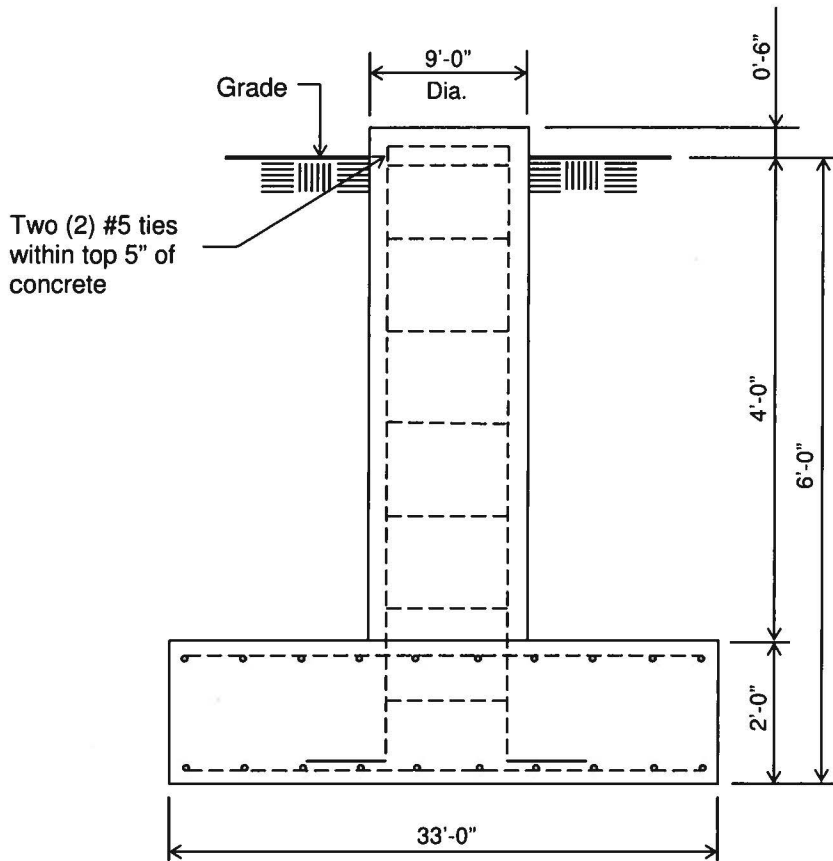
- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 5) Full Height Step Bolts
- 6) 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.
- 7) Tower Rating: 100%

	<b>Sabre Communications Corporation</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone (712) 258-6690 Fax (712) 279-0814	Job: <b>419378</b> Customer: <b>AT&amp;T</b> Site Name: <b>Brown Ridge Road FN, WY</b> Description: <b>195' Monopole</b> Date: <b>10/4/2018</b>
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	By: <b>REB</b>

**Customer: AT&T**  
**Site: Brown Ridge Road 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:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on 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 = 9,812.64 k-ft  
Axial = 92.07 k  
Shear = 62.15 k

<b>Rebar Schedule for Pad and Pier</b>	
Pier	(62) #8 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C
Pad	(72) #8 horizontal rebar evenly spaced each way top and bottom (288 total)

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

419378

=====  
 (USA 222-G) - Monopole Spatial Analysis (c)2015 Guymast Inc.  
 Tel:(416)736-7453 Fax:(416)736-4372 web:www.guymast.com

Processed under license at:

Sabre Towers and Poles on: 4 oct 2018 at: 13:47:43  
 =====

195' Monopole / Brown Ridge Road FN, KY

\* 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	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES ♦*Pn kip	♦*Mn ft-kip	SPLICE TYPE	...OVERLAP... LENGTH ft	RATIO	w/t
194.0	A	18	19.04	0.312	1358.7	510.8				8.8
146.0	A/B	18	32.18	0.312	2309.6	1487.9	SLIP	4.50	1.67	
141.5	B	18	32.80	0.438	3287.7	2142.8				11.3
98.7	B/C	18	44.50	0.438	4475.7	3985.2	SLIP	6.25	1.68	
92.5	C	18	45.35	0.500	5206.5	4713.1				14.0
53.2	C/D	18	56.08	0.500	6297.3	7079.4	SLIP	8.00	1.70	
45.2	D	18	57.28	0.500	6394.8	7346.7				18.1
0.0			69.67	0.500	7297.6	10228.9				

POLE ASSEMBLY  
 =====

SECTION NAME	BASE ELEV ft	BOLTS NUMBER	AT BASE OF SECTION TYPE	DIAM in	STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A	141.500	0	A325	0.00	92.0	0	141.500
B	92.500	0	A325	0.00	92.0	0	92.500
C	45.250	0	A325	0.00	92.0	0	45.250
D	0.000	0	A325	0.00	92.0	0	0.000

POLE SECTIONS  
 =====

SECTION NAME	No. of SIDES	LENGTH ft	OUTSIDE DIAMETER BOT * in	TOP * in	BEND RAD in	MAT- ERIAL ID	FLANGE ID BOT	TOP	FLANGE WELD GROUP ID BOT	TOP
A	18	52.50	33.43	19.04	0.312	1	0	0	0	0
B	18	53.50	46.22	31.56	0.438	2	0	0	0	0
C	18	53.50	58.28	43.62	0.500	3	0	0	0	0
D	18	53.25	69.67	55.08	0.500	4	0	0	0	0

\* - Diameter of circumscribed circle

MATERIAL TYPES

=====

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY .PROJECTION. % OF ORIENT AREA
			& deg	in	in	in	in	
PL	1	1	0.0	33.43	0.31	0.312	0.312	0.00
PL	2	1	0.0	46.22	0.44	0.438	0.438	0.00
PL	3	1	0.0	58.28	0.50	0.500	0.500	0.00
PL	4	1	0.0	69.67	0.50	0.500	0.500	0.00

& - with respect to vertical

MATERIAL PROPERTIES

=====

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	.. STRENGTH ..		THERMAL COEFFICIENT /deg
			Fu ksi	Fy ksi	
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

\* Only 3 condition(s) shown in full

\* Some concentrated wind loads may have been derived from full-scale wind tunnel testing

=====

LOADING CONDITION A

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

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY...LOAD...AT RADIUS ft	AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	13.6549	7.2000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	10.0773	4.8000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000
C	165.000	0.00	0.0	0.0	9.9303	4.8000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	9.7746	4.8000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0563	0.0837	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0563	0.0837	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0667	0.1010	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0667	0.1010	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0765	0.1182	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0765	0.1182	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0824	0.3070	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0824	0.3070	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0861	0.1918	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0861	0.1918	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0935	0.2134	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0935	0.2134	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.1003	0.2350	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.1003	0.2350	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.1047	0.5315	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.1047	0.5315	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.1064	0.2978	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.1064	0.2978	0.0000	0.0000

419378

D	79.417	0.00	180.0	0.0	0.1106	0.3204	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.1106	0.3204	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.1136	0.3431	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1136	0.3431	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1150	0.7169	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.1150	0.7169	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.1131	0.3723	0.0000	0.0000
D	33.938	0.00	180.0	0.0	0.1131	0.3723	0.0000	0.0000
D	33.938	0.00	180.0	0.0	0.1100	0.3920	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1052	0.4312	0.0000	0.0000

LOADING CONDITION M

89 mph wind with no ice. wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.1843	0.0000	0.0000
C	189.000	0.00	0.0	0.0	13.6549	5.4000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	2.9821	0.0000	0.0000
C	177.000	0.00	0.0	0.0	10.0773	3.6000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	2.7799	0.0000	0.0000
C	165.000	0.00	0.0	0.0	9.9303	3.6000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.5777	0.0000	0.0000
C	153.000	0.00	0.0	0.0	9.7746	3.6000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0563	0.0628	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0563	0.0628	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0667	0.0757	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0667	0.0757	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0765	0.0887	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0765	0.0887	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0824	0.2302	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0824	0.2302	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0861	0.1439	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0861	0.1439	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0935	0.1600	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0935	0.1600	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.1003	0.1762	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.1003	0.1762	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.1047	0.3986	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.1047	0.3986	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.1064	0.2233	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.1064	0.2233	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.1106	0.2403	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.1106	0.2403	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.1136	0.2573	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1136	0.2573	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1150	0.5377	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.1150	0.5377	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.1131	0.2793	0.0000	0.0000
D	33.938	0.00	180.0	0.0	0.1131	0.2793	0.0000	0.0000
D	33.938	0.00	180.0	0.0	0.1100	0.2940	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1052	0.3234	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 0.75 ice. wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000

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C	189.000	0.00	0.0	0.0	1.6678	17.9218	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	1.9861	11.9014	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000
C	165.000	0.00	0.0	0.0	1.9484	11.8520	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	1.9087	11.7993	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0086	0.1338	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0086	0.1338	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0099	0.1601	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0099	0.1601	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0112	0.1862	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0112	0.1862	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0120	0.3804	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0120	0.3804	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0124	0.2688	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0124	0.2688	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0133	0.2976	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0133	0.2976	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0142	0.3261	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0142	0.3261	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0147	0.6275	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0147	0.6275	0.0000	0.0000
D	92.500	0.00	180.0	0.0	0.0149	0.3963	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0149	0.3963	0.0000	0.0000
D	79.417	0.00	180.0	0.0	0.0154	0.4244	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.0154	0.4244	0.0000	0.0000
D	66.333	0.00	180.0	0.0	0.0158	0.4520	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0158	0.4520	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0159	0.8292	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0159	0.8292	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0157	0.4856	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0145	0.5265	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0145	0.5396	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0145	0.5396	0.0000	0.0000

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195' Monopole / Brown Ridge Road FN, KY

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

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	19.58F	-0.05F	2.85H	11.96F	-0.02F	0.00I
178.0	16.39F	-0.04F	2.19H	11.75F	-0.02F	0.00I
162.0	13.34F	-0.04F	1.59H	10.87F	-0.02F	0.00I
146.0	10.58F	-0.03F	1.10F	9.47F	-0.02F	0.00I
141.5	9.87F	-0.03F	0.98F	9.13F	-0.02F	0.00I
127.2	7.79F	-0.02F	0.68F	7.96F	-0.02F	0.00I
113.0	5.99F	-0.02F	0.45F	6.77F	-0.02F	0.00I
98.7	4.46F	-0.01F	0.28F	5.63F	-0.02F	0.00I
92.5	3.88F	-0.01F	0.23F	5.21F	-0.02F	0.00I
79.4	2.80F	-0.01F	0.14F	4.32F	-0.01F	0.00I



419378

66.3	1.91F	-0.01F	0.08F	3.49F	-0.01F	0.00I
53.2	1.21F	0.00F	0.04F	2.72F	-0.01F	0.00I
45.2	0.86F	0.00F	0.02F	2.28F	-0.01F	0.00I
33.9	0.47F	0.00F	0.01F	1.65F	-0.01F	0.00I
22.6	0.21F	0.00F	0.00F	1.06F	0.00F	0.00I
11.3	0.05F	0.00F	0.00F	0.51F	0.00F	0.00I
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t. ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t. ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
194.0	0.01 O	0.00 E	0.00 Q	0.01 Q	-0.01 X	0.00 X
178.0	24.31 AA	14.54 P	0.00 Q	-177.91 K	-0.04 I	0.07 Q
	24.31 Z	14.54 P	0.00 E	-177.90 K	-0.04 I	0.07 Q
162.0	58.30 Z	35.60 P	0.00 E	-655.16 L	-0.19 I	0.27 Q
	58.30 Z	35.60 P	0.00 B	-655.17 L	-0.17 I	0.27 Q
146.0	76.52 Z	46.58 P	0.00 B	-1382.50 K	-0.37 I	0.55 Q
	76.52 Z	46.75 X	0.16 F	-1382.73 K	-0.39 I	0.57 Q
141.5	78.23 Z	47.12 X	0.16 F	-1617.61 I	0.80 Q	0.58 Q
	78.23 Z	47.22 F	0.18 H	-1617.86 I	0.81 Q	0.53 U
127.2	82.06 Z	48.43 F	0.18 H	-2376.02 H	-2.44 H	-0.93 I
	82.06 Z	48.54 F	-0.24 F	-2375.98 H	-2.44 H	-0.91 I
113.0	86.30 Z	49.87 F	-0.24 F	-3149.48 F	5.32 F	-1.36 I
	86.30 Z	49.88 F	-0.26 F	-3149.39 F	5.29 F	-1.36 I
98.7	90.95 Z	51.30 F	-0.26 F	-3938.41 F	8.83 F	-1.74 I
	90.95 Z	51.33 F	-0.25 F	-3938.29 F	8.92 F	-1.73 I
92.5	94.87 Z	51.98 F	-0.25 F	-4289.43 F	10.43 F	-1.92 I
	94.87 Z	52.04 F	-0.30 F	-4289.32 F	10.20 F	-1.92 I
79.4	100.06 Z	53.43 F	-0.30 F	-5036.15 F	14.01 F	-2.34 I
	100.05 Z	53.37 F	-0.26 F	-5036.13 F	14.03 F	-2.35 I
66.3	105.61 Z	54.81 F	-0.26 F	-5794.71 F	17.37 F	-2.70 I
	105.61 Z	54.83 F	0.26 E	-5794.71 F	17.35 F	-2.69 I
53.2	111.52 Z	56.31 F	0.26 E	-6565.67 F	20.67 F	-2.98 I
	111.52 Z	56.35 F	-0.28 I	-6565.61 F	20.66 F	-2.98 I
45.2	118.15 Z	57.27 F	-0.28 I	-7043.63 F	22.81 F	-3.14 I
	118.15 Z	57.24 F	-0.29 I	-7043.61 F	22.79 F	-3.14 I
33.9	123.72 Z	58.52 F	-0.29 I	-7726.65 F	25.77 F	-3.31 I
	123.72 Z	58.50 F	-0.28 I	-7726.62 F	25.74 F	-3.31 I
	129.45 Z	59.74 F	-0.28 I	-8416.35 F	28.58 F	-3.44 I

419378

22.6	129.45 Z	59.73 F	-0.30 I	-8416.36 F	28.59 F	-3.44 I
11.3	135.33 Z	60.95 F	-0.30 I	-9111.91 F	31.22 F	-3.51 I
	135.33 Z	60.95 F	-0.30 I	-9111.92 F	31.22 F	-3.51 I
	141.43 Z	62.15 F	-0.30 I	-9812.64 F	33.95 F	-3.54 I
base reaction	141.43 Z	-62.15 F	0.30 I	9812.64 F	-33.95 F	3.54 I

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.000	0.00Q	0.00E	0.00Q	YES	8.82A	45.2
178.00	0.01AA	0.23K	0.02P	0.24K	YES	11.25A	45.2
	0.01Z	0.23K	0.02P	0.24K	YES	11.25A	45.2
162.00	0.03Z	0.59L	0.04Q	0.61L	YES	13.69A	45.2
	0.03Z	0.59L	0.04P	0.61L	YES	13.69A	45.2
146.00	0.03Z	0.93K	0.04P	0.95L	YES	16.13A	45.2
	0.02Z	0.67K	0.03X	0.68K	YES	11.02A	45.2
141.50	0.02Z	0.73I	0.03X	0.74I	YES	11.51A	45.2
	0.02Z	0.76I	0.03F	0.77I	YES	11.25A	45.2
127.25	0.02Z	0.88H	0.03F	0.90H	YES	12.80A	45.2
	0.02Z	0.88H	0.03F	0.90H	YES	12.80A	45.2
113.00	0.02Z	0.95F	0.02F	0.96F	YES	14.35A	45.2
	0.02Z	0.95F	0.02F	0.96F	YES	14.35A	45.2
98.75	0.02Z	0.99F	0.02F	1.00F	YES	15.90A	45.2
	0.02Z	0.87F	0.02F	0.88F	YES	13.69A	45.2
92.50	0.02Z	0.88F	0.02F	0.89F	YES	14.29A	45.2
	0.02Z	0.91F	0.02F	0.92F	YES	13.98A	45.2
79.42	0.02Z	0.92F	0.02F	0.93F	YES	15.23A	45.2
	0.02Z	0.92F	0.02F	0.93F	YES	15.23A	45.2
66.33	0.02Z	0.92F	0.02F	0.93F	YES	16.47A	45.2
	0.02Z	0.92F	0.02F	0.93F	YES	16.47A	45.2
53.25	0.02Z	0.93F	0.02F	0.94F	YES	17.72A	45.2
	0.02Z	0.93F	0.02F	0.94F	YES	17.72A	45.2
45.25	0.02Z	0.93F	0.02F	0.94F	YES	18.48A	45.2
	0.02Z	0.96F	0.02F	0.97F	YES	18.13A	45.2
33.94	0.02Z	0.96F	0.02F	0.97F	YES	19.20A	45.2
	0.02Z	0.96F	0.02F	0.97F	YES	19.20A	45.2
22.62	0.02Z	0.96F	0.02F	0.97F	YES	20.28A	45.2
	0.02Z	0.96F	0.02F	0.97F	YES	20.28A	45.2

419378

11.31	0.02Z	0.96F	0.02F	0.97F	YES	21.36A	45.2
.....	0.02Z	0.96F	0.02F	0.97F	YES	21.36A	45.2
0.00	0.02Z	0.96F	0.02F	0.97F	YES	22.43A	45.2
.....							

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR	WIND.DIR	MOMENT.w.r.t.WIND.DIR	WIND.DIR	TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
141.43	62.15	-0.30	-9812.64	33.95	-3.54
Z	F	I	F	F	I

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195' Monopole / Brown Ridge Road FN, KY

\*\*\*\*\*  
 \*\*\*\*\* Service Load Condition \*\*\*\*\*  
 \*\*\*\*\*

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

LOADING CONDITION A =====

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

LOADS ON POLE

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LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.5381	0.0000	0.0000
C	189.000	0.00	0.0	0.0	3.4705	6.0000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.3134	0.0000	0.0000
C	177.000	0.00	0.0	0.0	2.5612	4.0000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.0888	0.0000	0.0000
C	165.000	0.00	0.0	0.0	2.5238	4.0000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.8642	0.0000	0.0000
C	153.000	0.00	0.0	0.0	2.4843	4.0000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0143	0.0697	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0143	0.0697	0.0000	0.0000
D	178.000	0.00	180.0	0.0	0.0169	0.0841	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0169	0.0841	0.0000	0.0000
D	162.000	0.00	180.0	0.0	0.0194	0.0985	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0194	0.0985	0.0000	0.0000
D	146.000	0.00	180.0	0.0	0.0210	0.2558	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0210	0.2558	0.0000	0.0000
D	141.500	0.00	180.0	0.0	0.0219	0.1599	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0219	0.1599	0.0000	0.0000
D	127.250	0.00	180.0	0.0	0.0238	0.1778	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0238	0.1778	0.0000	0.0000
D	113.000	0.00	180.0	0.0	0.0255	0.1958	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0255	0.1958	0.0000	0.0000

					419378		
D	98.750	0.00	180.0	0.0	0.0266	0.4429	0.0000
D	92.500	0.00	180.0	0.0	0.0266	0.4429	0.0000
D	92.500	0.00	180.0	0.0	0.0270	0.2482	0.0000
D	79.417	0.00	180.0	0.0	0.0270	0.2482	0.0000
D	79.417	0.00	180.0	0.0	0.0281	0.2670	0.0000
D	66.333	0.00	180.0	0.0	0.0281	0.2670	0.0000
D	66.333	0.00	180.0	0.0	0.0289	0.2859	0.0000
D	53.250	0.00	180.0	0.0	0.0289	0.2859	0.0000
D	53.250	0.00	180.0	0.0	0.0292	0.5975	0.0000
D	45.250	0.00	180.0	0.0	0.0292	0.5975	0.0000
D	45.250	0.00	180.0	0.0	0.0287	0.3103	0.0000
D	33.938	0.00	180.0	0.0	0.0287	0.3103	0.0000
D	33.938	0.00	180.0	0.0	0.0279	0.3266	0.0000
D	0.000	0.00	180.0	0.0	0.0267	0.3594	0.0000

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

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MAST ELEV ft	DEFLECTIONS (ft).....			ROTATIONS (deg).....		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	5.11H	0.01H	0.20A	3.07H	0.00H	0.00I
178.0	4.26H	0.01H	0.15A	3.01H	0.00H	0.00I
162.0	3.44H	0.01H	0.11A	2.78H	0.00H	0.00I
146.0	2.72H	0.01H	0.08A	2.42H	0.00H	0.00I
141.5	2.53H	0.01H	0.07A	2.33H	0.00H	0.00I
127.2	1.99H	0.00H	0.05A	2.03H	0.00H	0.00I
113.0	1.53H	0.00H	0.03A	1.72H	0.00H	0.00I
98.7	1.13H	0.00H	0.02A	1.43H	0.00H	0.00I
92.5	0.98H	0.00H	0.02A	1.32H	0.00H	0.00I
79.4	0.71H	0.00H	0.01A	1.09H	0.00H	0.00I
66.3	0.48H	0.00H	0.01A	0.88H	0.00H	0.00I
53.2	0.31H	0.00H	0.00A	0.69H	0.00H	0.00I
45.2	0.22H	0.00H	0.00A	0.58H	0.00H	0.00I
33.9	0.12H	0.00H	0.00A	0.42H	0.00H	0.00I
22.6	0.05H	0.00H	0.00A	0.27H	0.00H	0.00I
11.3	0.01H	0.00H	0.00A	0.13H	0.00H	0.00I
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

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MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
194.0	0.00 B	0.00 C	0.00 I	0.00 C	0.00 I	0.00 I
178.0	10.65 C	3.70 C	0.00 I	-45.95 A	0.01 E	0.00 E
162.0	10.65 C	3.70 C	0.00 H	-45.94 A	0.01 E	0.00 E
162.0	26.40 C	9.05 C	0.00 H	-168.83 A	0.03 E	0.01 E
162.0	26.40 C	9.06 C	0.00 E	-168.83 A	0.04 E	0.01 E
162.0	34.84 C	11.85 C	0.00 E	-355.16 A	0.06 K	0.03 E

419378

146.0	34.84 C	11.89 I	-0.05 I	-355.24 F	0.13 K	0.03 E
141.5	35.99 C	11.98 I	-0.05 I	-415.23 C	0.10 E	0.03 E
127.2	36.00 A	11.98 H	0.05 F	-415.18 I	0.15 E	0.03 E
113.0	38.27 A	12.29 H	0.05 F	-607.84 H	-0.78 H	0.04 K
98.7	38.27 A	12.28 H	0.05 H	-607.84 H	-0.78 F	0.04 K
92.5	40.81 A	12.62 H	0.05 H	-803.38 H	-1.53 H	-0.07 I
79.4	40.81 A	12.62 H	0.05 H	-803.37 H	-1.53 H	-0.07 I
66.3	43.60 A	12.98 H	0.05 H	-1002.03 H	-2.25 H	0.09 H
53.2	43.59 A	12.99 H	0.06 F	-1002.03 H	-2.28 H	0.09 H
45.2	46.36 A	13.16 H	0.06 F	-1090.29 H	-2.52 H	0.09 H
33.9	46.36 A	13.13 H	-0.05 I	-1090.27 H	-2.50 H	0.09 H
22.6	49.61 A	13.48 H	-0.05 I	-1277.45 H	-3.05 H	-0.11 I
11.3	49.61 A	13.48 H	0.05 F	-1277.44 H	-3.05 H	-0.11 I
	53.10 A	13.85 H	0.05 F	-1467.75 H	-3.62 H	-0.13 I
	53.10 A	13.85 H	0.06 F	-1467.74 H	-3.61 H	-0.13 I
	56.84 A	14.23 H	0.06 F	-1661.21 H	-4.25 H	-0.14 I
	56.84 A	14.22 H	-0.05 I	-1661.21 H	-4.26 H	-0.14 I
	61.62 A	14.46 H	-0.05 I	-1781.14 H	-4.58 H	-0.15 I
	61.62 A	14.47 H	-0.06 I	-1781.14 H	-4.58 H	-0.15 I
	65.13 A	14.79 H	-0.06 I	-1952.77 H	-5.04 H	-0.16 I
	65.13 A	14.79 H	-0.05 I	-1952.77 H	-5.04 H	-0.16 I
	68.89 A	15.10 H	-0.05 I	-2126.32 H	-5.47 H	-0.16 I
	68.89 A	15.10 H	-0.06 I	-2126.32 H	-5.47 H	-0.16 I
	72.77 A	15.41 H	-0.06 I	-2301.63 H	-5.88 H	-0.17 I
	72.77 A	15.41 H	-0.05 I	-2301.62 H	-5.88 H	-0.17 I
	76.77 A	15.71 H	-0.05 I	-2478.58 H	-6.30 H	-0.17 I
base reaction	76.77 A	-15.71 H	0.05 I	2478.58 H	6.30 H	0.17 I

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00B	0.00C	0.00I	0.00C	YES	8.82A	45.2
178.00	0.01C	0.06A	0.00C	0.07A	YES	11.25A	45.2
162.00	0.01C	0.06A	0.00C	0.07A	YES	11.25A	45.2
146.00	0.01C	0.15A	0.01C	0.17A	YES	13.69A	45.2
	0.01C	0.15A	0.01C	0.17A	YES	13.69A	45.2
	0.02C	0.24A	0.01C	0.25A	YES	16.13A	45.2
	0.01C	0.17F	0.01I	0.18F	YES	11.02A	45.2

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141.50	0.01C	0.19C	0.01I	0.20C	YES	11.51A	45.2
	0.01A	0.19I	0.01H	0.20I	YES	11.25A	45.2
127.25	0.01A	0.23H	0.01H	0.24H	YES	12.80A	45.2
	0.01A	0.23H	0.01H	0.24H	YES	12.80A	45.2
113.00	0.01A	0.24H	0.01H	0.25H	YES	14.35A	45.2
	0.01A	0.24H	0.01H	0.25H	YES	14.35A	45.2
98.75	0.01A	0.25H	0.01H	0.26H	YES	15.90A	45.2
	0.01A	0.22H	0.01H	0.23H	YES	13.69A	45.2
92.50	0.01A	0.22H	0.00H	0.23H	YES	14.29A	45.2
	0.01A	0.23H	0.01H	0.24H	YES	13.98A	45.2
79.42	0.01A	0.23H	0.00H	0.24H	YES	15.23A	45.2
	0.01A	0.23H	0.00H	0.24H	YES	15.23A	45.2
66.33	0.01A	0.23H	0.00H	0.24H	YES	16.47A	45.2
	0.01A	0.23H	0.00H	0.24H	YES	16.47A	45.2
53.25	0.01A	0.23H	0.00H	0.24H	YES	17.72A	45.2
	0.01A	0.23H	0.00H	0.24H	YES	17.72A	45.2
45.25	0.01A	0.24H	0.00H	0.24H	YES	18.48A	45.2
	0.01A	0.24H	0.00H	0.25H	YES	18.13A	45.2
33.94	0.01A	0.24H	0.00H	0.25H	YES	19.20A	45.2
	0.01A	0.24H	0.00H	0.25H	YES	19.20A	45.2
22.62	0.01A	0.24H	0.00I	0.25H	YES	20.28A	45.2
	0.01A	0.24H	0.00I	0.25H	YES	20.28A	45.2
11.31	0.01A	0.24H	0.00I	0.25H	YES	21.36A	45.2
	0.01A	0.24H	0.00I	0.25H	YES	21.36A	45.2
0.00	0.01A	0.24H	0.00I	0.25H	YES	22.43A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
76.77	15.71	-0.05	-2478.58	-6.30	-0.17
A	H	I	H	H	I

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

### Pole Data

Diameter: 68.610 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: 9812.64 ft-kips  
Axial, Pu: 92.07 kips  
Shear, Vu: 62.15 kips

### Anchor Rod Data

Quantity: 26  
Diameter: 2.25 in  
Rod Material: A615  
Strength (Fu): 100 ksi  
Yield (Fy): 75 ksi  
BC Diam. (in): 76 BC Override:

### Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 246.7 Kips  
Allowable  $\Phi^*R_{nt}$ : 260.0 Kips (per 4.9.9)  
Anchor Rod Interaction Ratio: **94.9% Pass**

### Plate Data

Diameter (in): 81.75 Dia. Override:  
Thickness: 2.5 in  
Yield (Fy): 50 ksi  
Eff Width/Rod: 8.38 in  
Drain Hole: 2.625 in. diameter  
Drain Location: 32.25 in. center of pole to center of drain hole  
Center Hole: 56.5 in. diameter

### Base Plate Results

Base Plate (Mu/Z): 43.0 ksi  
Allowable  $\Phi^*F_y$ : 45.0 ksi (per AISC)  
Base Plate Interaction Ratio: **95.6% Pass**

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

195' Monopole AT&T Brown Ridge Road FN, KY (419378) 10/04/18 REB

**Overall Loads:**

Factored Moment (ft-kips)	9812.64
Factored Axial (kips)	92.07
Factored Shear (kips)	62.15
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	33
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	26
Bolt Circle Diameter (in)	76
Top of Concrete to Top of Bottom Threads (in)	60
Diameter of Pier (ft)	9
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	72
Bar Diameter in Mat (in)	1
Area of Bars in Mat (in <sup>2</sup> )	56.55
Spacing of Bars in Mat (in)	5.48
Quantity of Bars Pier	62
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> )	48.69
Spacing of Bars in Pier (in)	5.05
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd<sup>3</sup>) 91.27

**Two-Way Shear Action:**

Average d (in)	20
$\phi v_c$ (ksi)	0.227
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.227
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228
Shear perimeter, b <sub>o</sub> (in)	402.12
$\beta_c$	1

**One-Way Shear:**

$\phi V_c$  (kips) 903.2

**Stability:**

Overturning Design Strength (ft-k) 13328.4

Max. Net Bearing Press. (ksf) 3.37

Allowable Bearing Pressure (ksf) 2.50

Safety Factor 2.00

Ultimate Bearing Pressure (ksf) 5.00

Bearing  $\Phi_s$  0.75

Minimum Pier Diameter (ft) 7.67

Equivalent Square b (ft) 7.98

Square Pier? (Y/N) N

Recommended Spacing (in) 5 to 12

Minimum Pier A<sub>s</sub> (in<sup>2</sup>) 45.80

Recommended Spacing (in) 5 to 12

v<sub>u</sub> (ksi) 0.198

V<sub>u</sub> (kips) 554.7

Total Applied M (ft-k) 10216.6



**Pier Design:**

$\phi V_n$ (kips)	1069.5	$V_u$ (kips)	62.2
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	1069.5		
$V_s$ (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 $l_{dh}$ (in)	11.78
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	4804.4	$M_u$ (ft-kips)	4753.0
$a$ (in)	2.24		
Steel Ratio	0.00714		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	147.14	Required Development in Pad (in)	26.49

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
Overtuning	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**

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

<a href="#">View</a>	4105500	BullsEye Telecom, Inc.	Cellular D	Southfield	MI
<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular D	Rockville	MD
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular D	Philadelphia	PA
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular B	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular D	San Antonio	TX
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular A	Elizabethtown	KY
<a href="#">View</a>	4111200	Dynalink Communications, Inc.	Cellular C	Brooklyn	NY
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular D	Oak Hill	VA
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular B	Covington	LA
<a href="#">View</a>	4109600	Google North America Inc.	Cellular A	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular D	Quincy	MA
<a href="#">View</a>	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular A	San Diego	CA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular A	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular D	Tulsa	OK
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular D	New York	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular A	Elizabethtown	KY
<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular A	Elizabethtown	KY
<a href="#">View</a>	4109750	Konatel, Inc. dba telecom.mobi	Cellular D	Johnstown	PA
<a href="#">View</a>	4111250	Liberty Mobile Wireless, LLC	Cellular C	Sunny Isles Beach	
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular C	Fort Lee	NJ
<a href="#">View</a>	4110900	Lunar Labs, Inc.	Cellular D	Detroit	MI
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular A	Bellevue	WA

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

<a href="#">View</a>	4109000	Ting, Inc.	Cellular	A	Toronto	ON
<a href="#">View</a>	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
<a href="#">View</a>	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
<a href="#">View</a>	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4002000	Truphone, Inc.	Cellular	D	Durham	NC
<a href="#">View</a>	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
<a href="#">View</a>	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4110800	Visible Service LLC	Cellular	D	Lone Tree	CO
<a href="#">View</a>	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
<a href="#">View</a>	4110950	Wing Tel Inc.	Cellular	D	New York	NY
<a href="#">View</a>	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: Brown Ridge Road FN

Location: Sandy Hook, KY

Latitude: 38°-08'-09.1" Longitude: 83°-09'-51.4"

SITE ELEVATION AMSL.....1084 ft.  
STRUCTURE HEIGHT.....199 ft.  
OVERALL HEIGHT AMSL.....1283 ft.  
SURVEY HEIGHT AMSL.....1283 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)
- FAR 77.9: NNR (No Expected TERPS® impact with 9I3)
- 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: 9I3: WEST LIBERTY

Type: A RD: 83815.59 RE: 934

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: 124790.2 RE: 1010.4

FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): 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) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 2100 ft AMSL

PRIVATE LANDING FACILITIES  
 No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

APCH	FAC	ST	DIST	DELTA	GRND				
ANGLE	IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCATION
BEAR	-----								
.17	ECB	VORTAC	I	110.4	83.53	73578	+213	KY	NEWCOMBE
.12	HTS	RADAR	ON	2710.	62.99	192328	+401	WV	TRI-STATE/MILTON
.07	YRK	VORTAC	I	112.8	16.01	192614	+243	KY	YORK
-.05	KJKL	RADAR WXL	Y		192.16	203081	-169	KY	JACKSON

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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Copyright © 1989 - 2018

06-26-2018  
15:11:19

**EXHIBIT F**  
**KENTUCKY AIRPORT ZONING COMMISSION**

## Cody Knox

---

**From:** Houlihan, John F (KYTC) <John.Houlihan@ky.gov>  
**Sent:** Friday, July 06, 2018 8:21 AM  
**To:** Cody Knox  
**Subject:** RE: AT&T KAZC permit determination - Brown Ridge Road 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 859-341-2700, Desk 859-341-2707 Ext. 292, Cell 502-330-3955

KAZC webpage: <https://transportation.ky.gov/Aviation/Pages/airportzoning.aspx>

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](mailto:cknox@integrisite.net)>  
**Sent:** Thursday, July 05, 2018 6:07 PM  
**To:** Houlihan, John F (KYTC) <[John.Houlihan@ky.gov](mailto:John.Houlihan@ky.gov)>  
**Cc:** Marie Glasgow <[Marie.Glasgow@mastec.com](mailto:Marie.Glasgow@mastec.com)>; Matt Hill <[Joseph.Hill2@mastec.com](mailto:Joseph.Hill2@mastec.com)>; Roy Johnson <[rjohnson@johnsonpm.com](mailto:rjohnson@johnsonpm.com)>; Sam Astrahan <[Sam.Astrahan@mastec.com](mailto:Sam.Astrahan@mastec.com)>; Steven Milana <[Steven.Milana@mastec.com](mailto:Steven.Milana@mastec.com)>; Ed Coachman <[edward.coachman@mastec.com](mailto:edward.coachman@mastec.com)>; Wayne Barnett <[wbarnett@integrisite.net](mailto:wbarnett@integrisite.net)>  
**Subject:** AT&T KAZC permit determination - Brown Ridge Road 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: Brown Ridge Road FN  
Latitude: 38 08 09.1 N  
Longitude: 83 09 51.4 W  
GE: 1,084'  
Tower height including lightning arrestor: 199'  
Overall height: 1,283'

Thank you,

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



**EXHIBIT G**  
**GEOTECHNICAL REPORT**



# ENVIRONMENTAL CORPORATION OF AMERICA

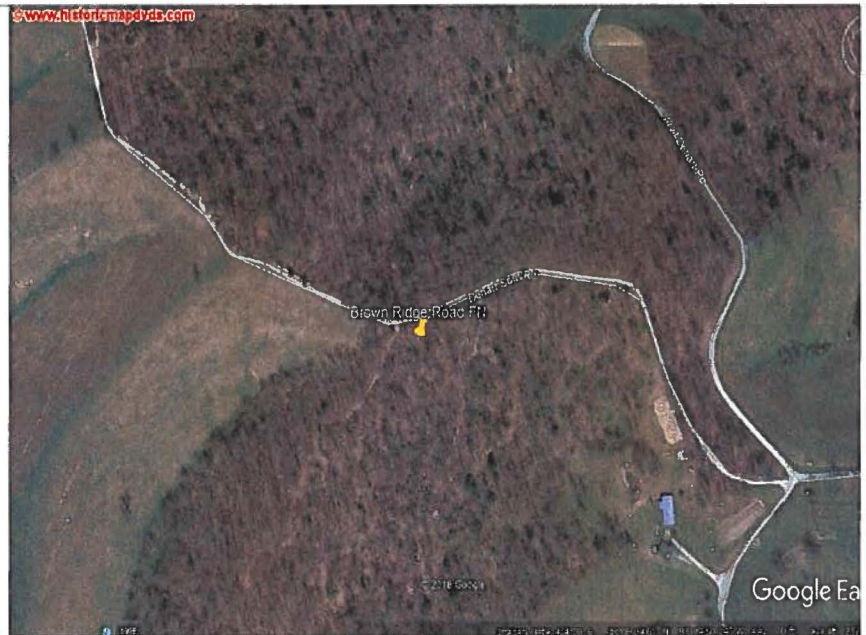
ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

## Preliminary Geotechnical Investigation

### **Brown Ridge Road FN**

**Dehart Spur Road  
Sandy Hook, Elliott County,  
Kentucky**

ECA Project No. U3005



#### **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 19, 2018

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

Attention: Mr. Jeremy Sharit

Subject: **Report of Preliminary Geotechnical Investigation**  
Brown Ridge Road FN  
Dehart Spur Road  
Sandy Hook, Elliott County, Kentucky  
ECA Project No. U3005

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 March 21, 2018. The proposed tower would be located off Dehart Spur Road near Sandy Hook, Elliott County, Kentucky. In general, the proposed tower compound would be located within a hilly terrain with surface elevations ranging between 1,066 to 1,083 feet Above Mean Sea Level (AMSL) within the proposed 10,000 (100-foot by 100-foot) square foot lease area.



The ground surface within the proposed lease area is heavily 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 mostly hilly. The elevation at the proposed tower location is about 1,083 feet AMSL. The soil survey shows one potential soil type near the proposed tower location. The soil survey described the existing site soils as mainly silt loam. A complete description of the soil type is attached in Appendix B. The local geology is also shown in Appendix B. In summary, the general soil profile descriptions include siltstone, shale, 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 partially weathered rock at the tower foundation bearing level, a nominal bearing pressure of about 4,500 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**



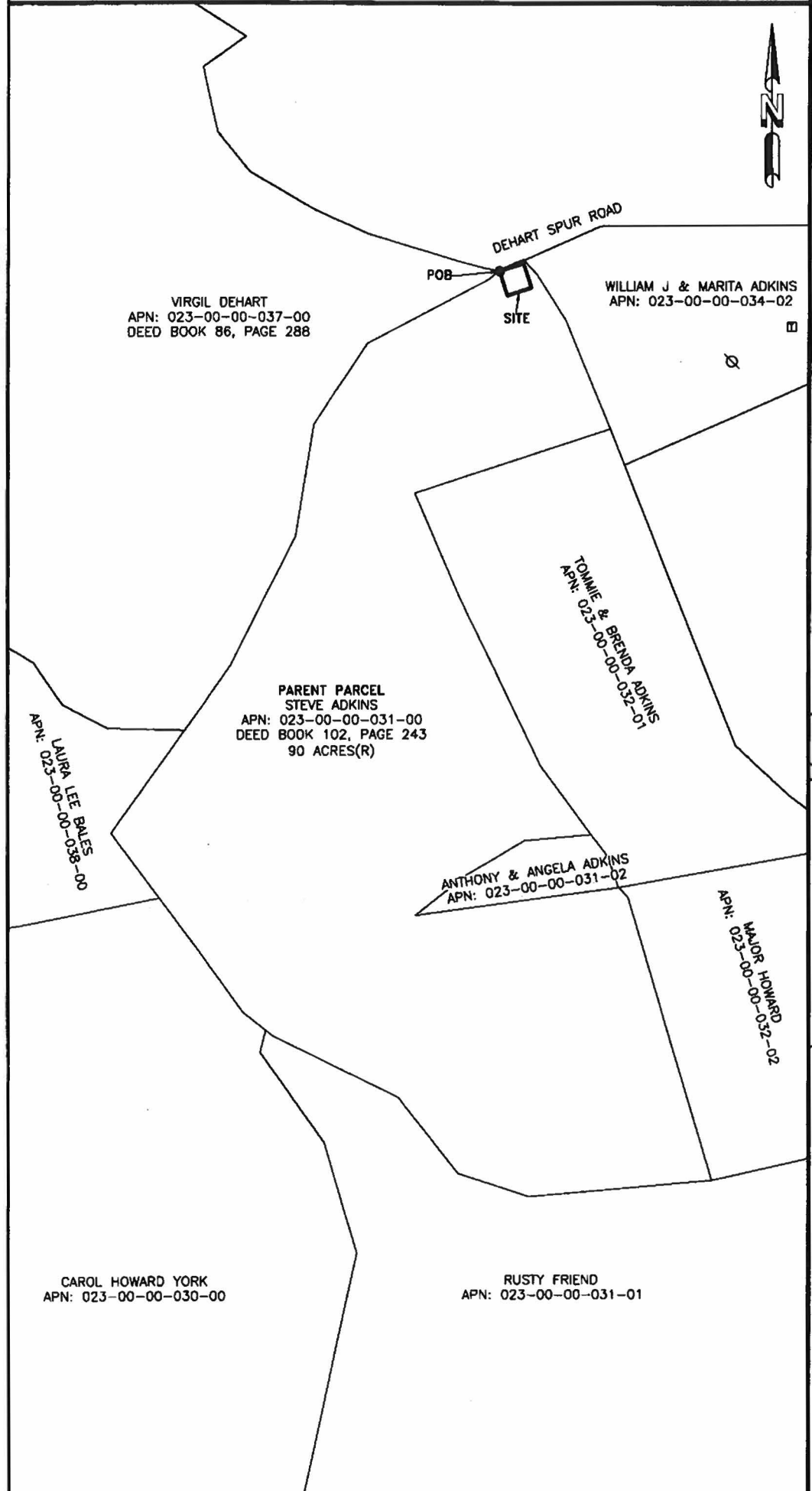
Source: USGS Topographic Maps, Ault, KY (1962, photorevised 1978) and Sandy Hook, KY (1962 photorevised 1978).



Brown Ridge Road FN  
 Dehart Spur Road  
 Sandy Hook, Elliott County, Kentucky  
 Figure 1: Site Location Map

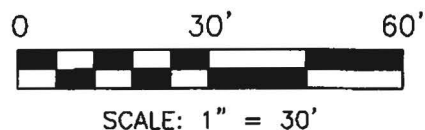


ECA Project No. U3005

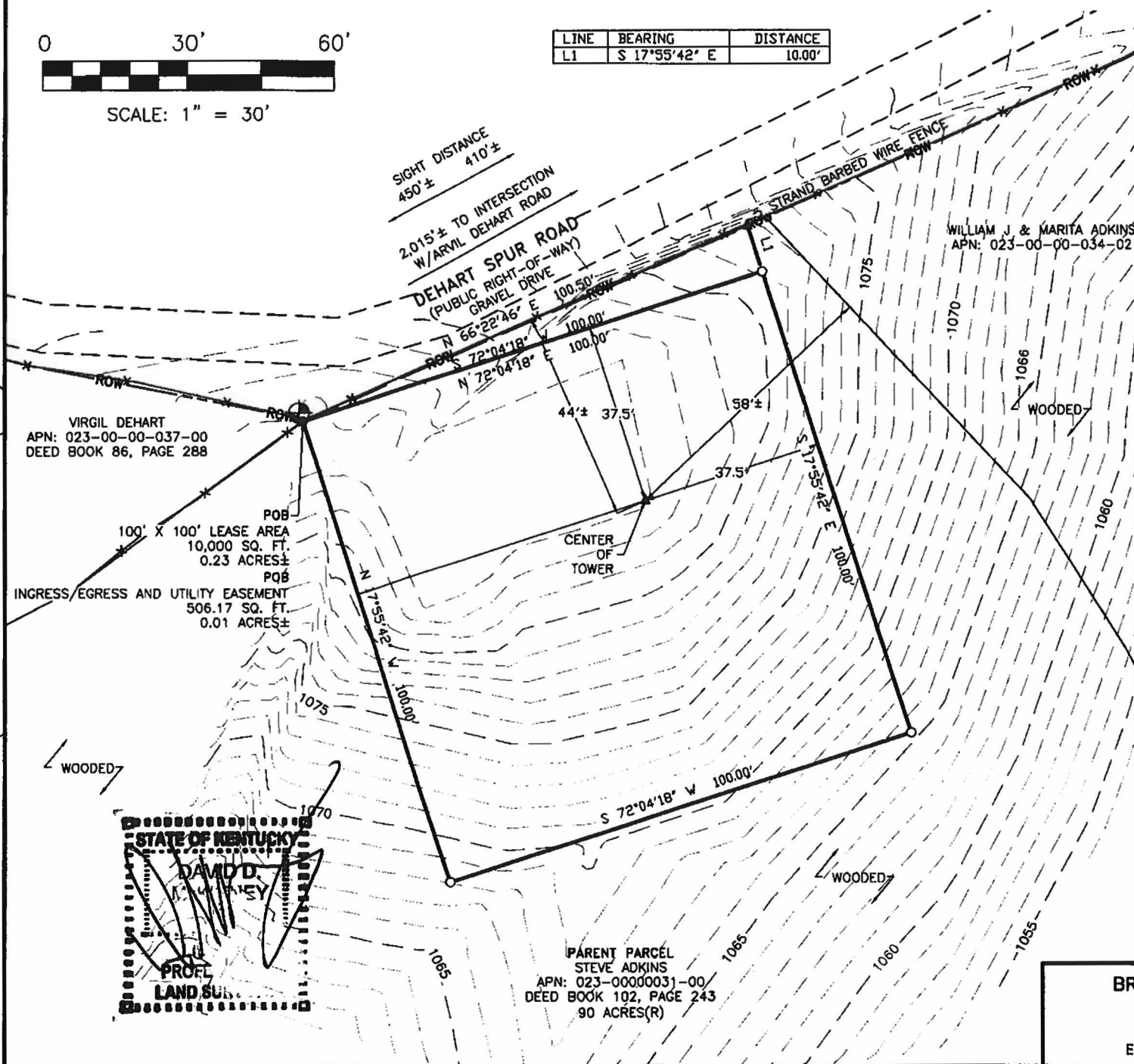


SURVEYOR'S NOTES

1. This is an Rawland Tower Survey, made on the ground under the supervision of a Kentucky Registered Land Surveyor. Date of field survey is March 06, 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 Single Zone 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. This survey was conducted for the purpose of an 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.
6. 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.
7. This Survey was conducted with the benefit of an Abstract Title Search.
8. 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.
9. Field data upon which this map or plot 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.
10. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapper.
11. 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.
12. The Lease Area, and Access and Utility Easement shown hereon was provided by Integristsite dated March 15, 2018 in direct correlation with existing monuments and physical evidence found through inspection and may not depict actual rights of occupancy.
13. No buildings near area of site at the time of this survey.
14. Zoning information not provided at the time of this survey.



LINE	BEARING	DISTANCE
L1	S 17°55'42" E	10.00'



<b>TOWER INFO</b>		BY	DATE
LATITUDE: 38°08'09.064" NORTH LONGITUDE: 83°09'51.404" WEST (NAD 83) GROUND ELEVATION: 1083.1' ABOVE MEAN SEA LEVEL (NAVD88)		JR	3/21/18
<b>SITE INFORMATION</b>		REVISION	ADDRESSED TITLE
OWNER NAME: STEVE ADKINS OWNER MAILING ADDRESS: 1138 ARVIL DEHART ROAD, SANDY HOOK, KY 41171 TAX PARCEL #: 023-00-00-031-00 PARCEL ADDRESS: HOPKINS CAVE, SANDY HOOK, KY 41171		NO.	1.
<b>VICINITY MAP</b>		PROJECT NO. 18-0659	
		DRAWN BY: JR CHECKED BY: JAK FIELD CREW: JB APPROVED BY: DM DATE: 03/15/18 SCALE: AS SHOWN SHEET 1 OF 2	
<b>KENTUCKY SINGLE ZONE</b>		FOR:	
GRID NORTH GRID TO TRUE NORTH CONVERGENCE 1'35"		SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 Ph: 205-252-6985 www.srmweng.com	
TRUE NORTH TO MAGNETIC DECLINATION 6°41' W		<b>INTEGRISTITE</b> 214 EXPO CIRCLE, SUITE 4 WEST MONROE, LA 71292	
COMBINED SCALE FACTOR 0.999915160			
<b>LEGEND</b>			
○ = 5/8" REBAR SET			
● = FOUND PROPERTY MARKER			
POB = POINT OF BEGINNING			
▲ = CALCULATED POINT			
⊙ = POWER POLE			
□ = TELEPHONE PEDESTAL			
⊕ = TEMP. BENCHMARK (NAIL IN TREE) ELEV. = 1084.29'			
--- = RIGHT-OF-WAY			
<b>FLOOD NOTE</b>			
By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 21063C0075A, which bears an effective date of August 05, 2010 and IS NOT in a special flood hazard area. Zone "X": Areas determined to be outside the 0.2% annual chance floodplain.			
<b>BROWN RIDGE ROAD FN</b>			
ELLIOTT COUNTY, KENTUCKY			

STATE OF KENTUCKY  
DAVID D. HANLEY  
PROF.  
LAND SURVEYOR



**PARENT TRACT (TITLE)**

**PARCEL ONE:**  
A certain tract or parcel of land lying and being in the County of Elliott, State of Kentucky, on the waters of Laurel Creek, a tributary of Little Sandy River, bounded and described as follows: BEGINNING at the falls of Hopkins Cave Branch; thence up said branch to the mouth of the second drain on the east side of the drain and up and bounding thereon to the head of said drain; thence with this line between this and Levi Habry (now owned by Tom Pennington) line to the top of the ridge; thence with the land or road next to Elijah Pennington (now owned by Ray Johnson) to the corner of said fence; thence down said fence to the first cross fence; thence up said cross fence to a locust (now pine) near the corner of said fence; thence down the fence to the corner near the cliff to a spotted oak; thence the same direction to the cliff; thence up the cliff with the meanders of said cliff to the beginning, containing 90 acres, more or less.

There is now a cemetery located on the above bounded property and first party (former) reserves the right to use same for his family if so desired and the right to enter upon and cross over the land in going to and from same.

**LESS AND EXCEPT**  
A certain tract or parcel of land lying and being in the County of Elliott, State of Kentucky, on the waters of Laurel Creek, a tributary of Little Sandy River and bounded and described as follows, to-wit: BEGINNING at a large oak tree on the North side of County Road where Steve Adkins and Dail Howard property line joins on the West side of Grave Road, thence with Howard then Adkins property line N 24 W 330 feet to a large hickory, thence S 85 W 175 feet to a stake; thence on East side of drain S 44 W 466 feet to a marker on North side of County Road; thence N 86 E 638 feet with County Road to the point of beginning, containing 3 acres, more or less.

**100' x 100' LEASE AREA (AS-SURVEYED)**  
A lease area being a portion of Steve Adkins tract described in Deed Book 102, Page 243 recorded in the County Court Clerk's Office in Elliott County, Kentucky and being more particularly described as follows:  
BEGINNING at a 20' oak tree found marking the most Northwest corner of said Steve Adkins tract and marking the Northeast corner of Virgil Dehart tract described in Deed Book 86, Page 288 in said County Court Clerk's Office; Thence N 72°04'18" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 17°55'42" E a distance of 100.00 feet to a set 5/8" rebar; Thence S 72°04'18" W a distance of 100.00 feet to a set 5/8" rebar; Thence N 17°55'42" W a distance of 100.00 feet to the POINT OF BEGINNING. Containing 10,000.00 square feet (0.23 acres) of land more or less.

**INGRESS/EGRESS AND UTILITY EASEMENT (AS-SURVEYED)**  
A lease area being a portion of Steve Adkins tract described in Deed Book 102, Page 243 recorded in the County Court Clerk's Office in Elliott County, Kentucky and being more particularly described as follows:  
BEGINNING at a 20' oak tree found marking the most Northwest corner of said Steve Adkins tract and marking the Northeast corner of Virgil Dehart tract described in Deed Book 86, Page 288 in said County Court Clerk's Office; Thence along the Southerly right-of-way line of Dehart Spur Road (public right-of-way), N 66°22'46" E a distance of 100.50' feet to a point; Thence S 17°55'42" E a distance of 10.00 feet to a set 5/8" rebar; Thence S 72°04'18" W a distance of 100.00 feet to the POINT OF BEGINNING. Containing 506.17 square feet (0.01 acres) of land more or less.

**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



**REPORT OF TITLE**

This survey does not constitute a title search by SMW Engineering Group, Inc. and as such we are not responsible for the investigation or independent search for easement of record, encumbrances, restrictive covenants, ownership title evidence, unrecorded easement, augmenting easement, implied or prescriptive easement, or any other facts that an accurate and current title search may disclose. Information regarding these matters were gained from U.S. Title Solutions, File No. 58912-KY1712-5030, Reference No. FA 12674963, Dated December 22, 2017, prepared for MasTec Network Solutions-KY/TN on behalf of AT&T. The following comments are in regard to said report and the numbers in the comments correspond to the numbering system in said report.

**SCHEDULE B**

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein. (-1-). See Separate Mortgage Schedule.
3. Any state of facts which an accurate survey might show or survey exceptions set forth herein.
4. Rights of tenants or person in possession.  
(Judgments, Liens and UCC)
5. Notice of Judgement Lien Dickinson Financial LLC, plaintiff, v Stevie Adkins, defendant, recorded 2/17/2011 in book LP10, Page 222.  
(Covenants/Restrictions)
6. None within period searched.  
(Easement and Right of Way)
7. Easement Deed by Steve Adkins, single person to Tommie Adkins and Brenda C. Adkins, husband and wife, dated 1/26/2017 in book D119 page 674. Notes: Easement. Affects Parent Parcel. Does not affect Lease area and Ingress/Egress and Utility Easement.

NO.	1.	DATE	3/21/18
REVISION		BY	JR
ADDRESSED TITLE			
PROJECT NO. 18-0659			
DRAWN BY: JR	CHECKED BY: AAK	FIELD CREW: BB	APPROVED BY: DM
		DATE: 03/15/18	SCALE: AS SHOWN
			SHEET 2 OF 2

RAWLAND TOWER SURVEY  
FOR:  
**INTEGRISITE**  
214 EXPO CIRCLE, SUITE 4  
WEST MONROE, LA 71292

SMW Engineering Group, Inc.  
158 Business Center Drive  
Birmingham, Alabama 35244  
Ph: 205-252-6985  
www.smweng.com

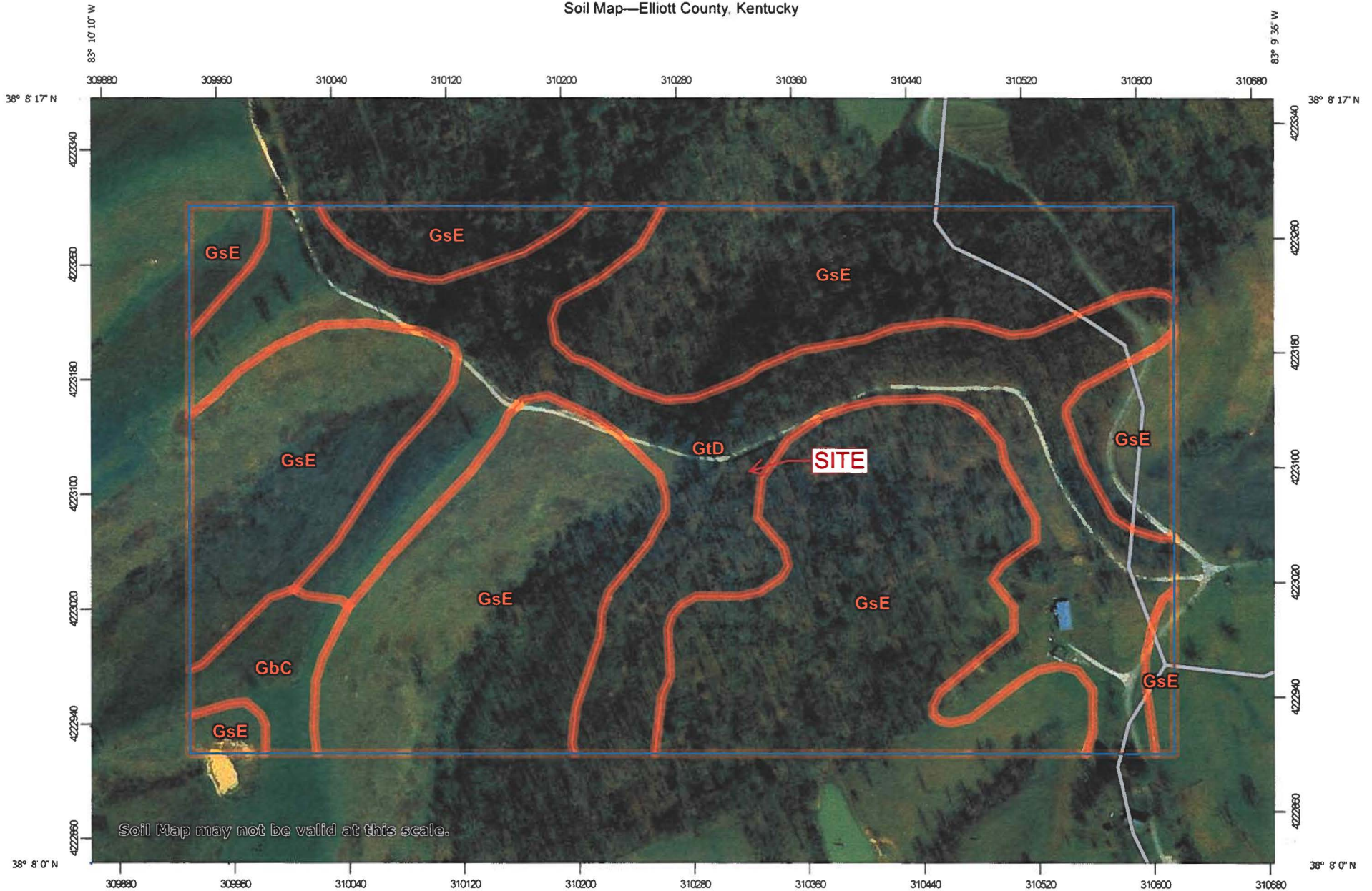


BROWN RIDGE ROAD FN  
ELLIOTT COUNTY, KENTUCKY

# **APPENDIX B**

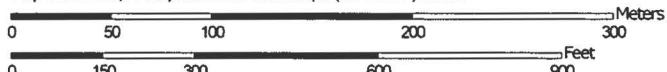
## **Local Geology, Soil Survey, and Soil Descriptions**

Soil Map—Elliott County, Kentucky



Soil Map may not be valid at this scale.


Map Scale: 1:3,770 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout


 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop


 Saline Spot

 Sandy Spot

 Severely Eroded Spot


 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features


### Water Features

 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 1:12,000.

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Elliott County, Kentucky

Survey Area Data: Version 17, 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
GbC	Gilpin-Blairton-Ramsey complex, 2 to 12 percent slopes	1.8	2.7%
GsE	Gilpin-Shelocta complex, 25 to 45 percent slopes	42.5	65.6%
GtD	Gilpin-Steinsburg-Blairton complex, 12 to 25 percent slopes	20.6	31.7%
<b>Totals for Area of Interest</b>		<b>64.9</b>	<b>100.0%</b>

(<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/KYPAbI;0>)    JSON (</geology/state/json/KYPAbI;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 age**        Pennsylvanian

**Lithologic constituents**    Major

Sedimentary > Clastic > Siltstone    *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*

Sedimentary > Clastic > Mudstone > Shale    *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*

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 > Clastic > Conglomerate    *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*

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: sesquicentennial edition of the Kentucky Geological Survey: U.S. Geological Survey and the Kentucky Geological Survey, scale 1:500,000.

**NGMDB product** NGMDB product page for 16355  
([https://ngmdb.usgs.gov/Prodesc/proddesc\\_16355.htm](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/fips-unit.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/fips-unit.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/fips-unit.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/fips-unit.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/fips-unit.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/fips-unit.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/fips-unit.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/fips-unit.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)

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U.S. Department of the Interior (<https://www.doi.gov/>) | DOI Inspector General (<https://www.doiig.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>)

LOCATION GILPIN

PA+GA IN KY MD NY OH TN VA WV

Established Series  
SLH/Rev. MDJ  
10/2014

## GILPIN SERIES

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

**TYPICAL 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  
[Leedsville](#) 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: Interfluvial, 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

[Berks](#) 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

[Dekalb](#) 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

[Muskingum](#) 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

[Upshur](#) soils--occur on similar landscapes, have finer textures in the solum and substratum, and are deep and very deep to bedrock

[Vandalia](#) 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

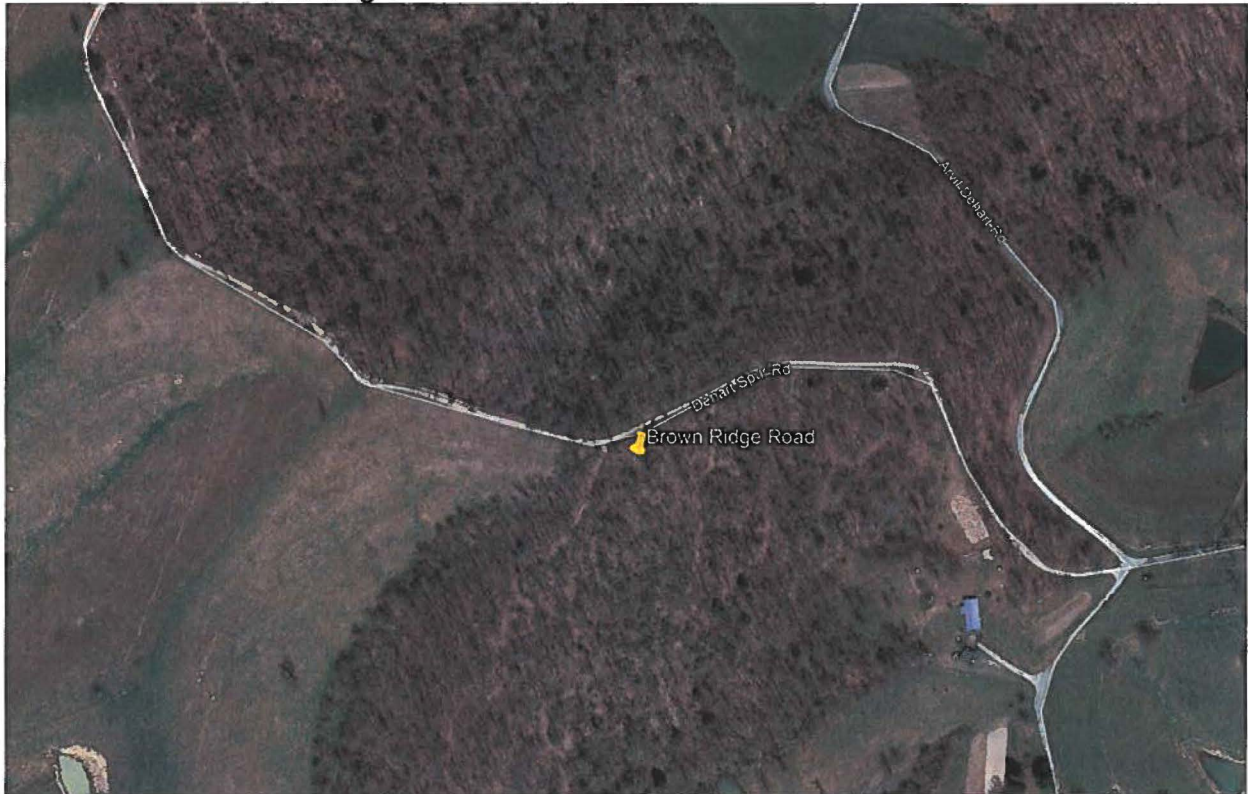
Characterization data is available from The Ohio State Soil Characterization Laboratory for the following pedons: KX-043, PR-004, PR-005, ho-011, cs-019, cs-020, cs-024, mn-w15, mn-w20, at-W03, lw-s01, ws-023, ws-w08, ws-w10, ws-w34, ws-w35, As-007, Sk-025, bt-w02, AS-7, CA-W20, CA-W21, CS-W9, CS-W10, 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



**EXHIBIT H  
DIRECTIONS TO WCF SITE**

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

1. Beginning at the intersection of Main Street and Court Street in Sandy Hook, Kentucky head northeast on Main Street toward KY-32 W / KY-7 N. Travel approximately 0.1 miles.
2. Turn left onto KY-32 W / KY-7 N and travel approximately 3.7 miles.
3. Turn left toward KY-32 W and travel approximately 4.4 miles.
4. Turn left onto Arvil Dehart Road and travel approximately 0.7 miles.
5. Make a sharp right onto Dehart Spur Road and travel approximately 0.3 miles.
6. The site is on the left on Dehart Spur Road. The site coordinates are:
  - a. North 38 deg 08 min 09.064 sec
  - b. West 83 deg 09 min 51.404 sec



Prepared by:  
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Shepherdsville, KY 40165-3069  
Telephone: 502-955-4400 or 800-516-4293

**EXHIBIT I**  
**COPY OF REAL ESTATE AGREEMENT**

Market Lexington  
Cell Site Number 198442  
Cell Site Name Brown Ridge Road FN  
Fixed Asset Number 12671963

## 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 Steve Adkins, a single man, having a mailing address of 1138 Arvil Dehart Road, Sandy Hook, KY 41171 ("Landlord") and New Cingular Wireless PCS, LLC, 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 Hopkins Cave, Sandy Hook, in the County of Elliott, 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.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] 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 [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

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

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

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

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

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 and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. 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 Landlord 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 [REDACTED] (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 [REDACTED] over the Rent paid during the previous five (5) year term.

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

5. **APPROVALS.**

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

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

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

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

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

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

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

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

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

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to [REDACTED] per occurrence and [REDACTED] general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

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

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

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

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

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

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

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

**8. INTERFERENCE.**

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

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

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

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

**9. INDEMNIFICATION.**

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

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

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like 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 Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

## **11. ENVIRONMENTAL.**

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

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

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

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

**12. 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. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

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

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. However, to the extent required by law, Tenant will remove the above-ground portions of the Communications Facility within such one hundred twenty (120) day period. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

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

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

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) 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. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** 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 #: 198442; Cell Site Name: Brown Ridge Road FN (KY)  
Fixed Asset No.: 12674963  
575 Morosgo Drive, 13F  
Atlanta, GA 30324

With a copy to:  
New Cingular Wireless PCS, LLC  
Attn.: Legal Department  
Re: Cell Site #: 198442; Cell Site Name: Brown Ridge Road FN (KY)  
Fixed Asset No.: 12674963  
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: Steve Adkins  
1138 Arvil Dehart Road  
Sandy Hook, KY 41171

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. CONDEMNATION.** 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.

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

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

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

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

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

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

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: 198442; Cell Site Name: Brown Ridge Road FN (KY)  
Fixed Asset No: 12674963  
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 Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

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

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

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

**23. 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 Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**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 Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **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.

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

[SIGNATURES APPEAR ON NEXT PAGE]







## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 3

to the Option and Lease Agreement dated April 25, 2018, by and between Steve Adkins, a single man, 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 being in the County of Elliott, State of Kentucky, on the waters of Laurel Creek, a tributary of Little Sandy River, bounded and described as follows: BEGINNING at the falls of Hopkins Cave Branch; thence up said branch to the mouth of the second drain on the east side of the drain and up and bounding thereon to the head of said drain; thence with this line between this and Levi Hahay (now owned by Tom Pennington) line to the top of the ridge; thence with the land or road next to Elijah Pennington (now owned by Ray Johnson) to the corner of said fence; thence down said fence to the first cross fence; thence up said cross fence to a locust (now pine) near the corner of said fence; thence down the fence to the corner near the cliff to a spotted oak; thence the same direction to the cliff; thence up the cliff with the meanders of said cliff to the beginning, containing 90 acres, more or less.

There is now a cemetery located on the above bounded property and first party (former) reserves the right to use same for his family if so desired and the right to enter upon and cross over the land in going to and from same.

#### LESS AND EXCEPT

A certain tract or parcel of land lying and being in the County of Elliott, State of Kentucky, on the waters of Laurel Creek, a tributary of Little Sandy River and bounded and described as follows, to-wit:

BEGINNING at a large oak tree on the North side of County Road where Steve Adkins and Dail Howard property line joins on the West side of Gravel Road, thence with Howard then Adkins property line N 24 W 330 feet to a large hickory, thence S 88 W 175 feet to a stake; thence on East side of drain S 44 W 486 feet to a marker on North side of County Road; thence S 88 E 638 feet with County Road to the point of beginning, containing 7 acres, more or less.

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 access and utility easements across such Property, and which Premises and easements are depicted as follows:





**EXHIBIT 11**

**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

**EXHIBIT J  
NOTIFICATION LISTING**



**Brown Ridge Road FN – Notice List**

Adkins Steve  
1138 Arvil Dehart Rd  
Sandy Hook, KY 41171

Dehart Virgil  
89 Robin Rd  
Sandy Hook, KY 41171

Adkins William J & Marita  
RT 1 Box 1305  
Sandy Hook, KY 41171

Adkins Tommie Adkins Brenda  
111 Adkins Cemetery Rd  
Sandy Hook, KY 41171

Adkins Anthony & Angela  
41 Adkins Cemetery Rd  
Sandy Hook, KY 41171

Howard Major  
PO Box 1555  
Pineville, WV 24874

Friend Rusty  
10941 St Rt 771  
Leesburg, OH 45135

York Carol Howard  
Box 428  
Jamestown, TN 38556

Bales Laura Lee  
8209 Sherbourne Dr  
Knoxville, TN 37919

Laura Lee Bales  
8209 Sherbourne Dr.  
Knoxville, KY 37919

Johnson Richard and Betty  
314 Orvil Dehart Rd  
Sandy Hook, KY 41171

Richard & Betty Johnson  
314 Orville Dehart Rd  
Sandy Hook, KY 41171

Howard Dail  
720 Elmer Stone Rd  
Olive Hill, KY 41164

**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: Brown Ridge Road 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 on Hopkins Cave, Sandy Hook, Kentucky 41171 (38°08'09.064" North latitude, 83°09'51.404" 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 2018-00349 in any correspondence sent in connection with this matter.

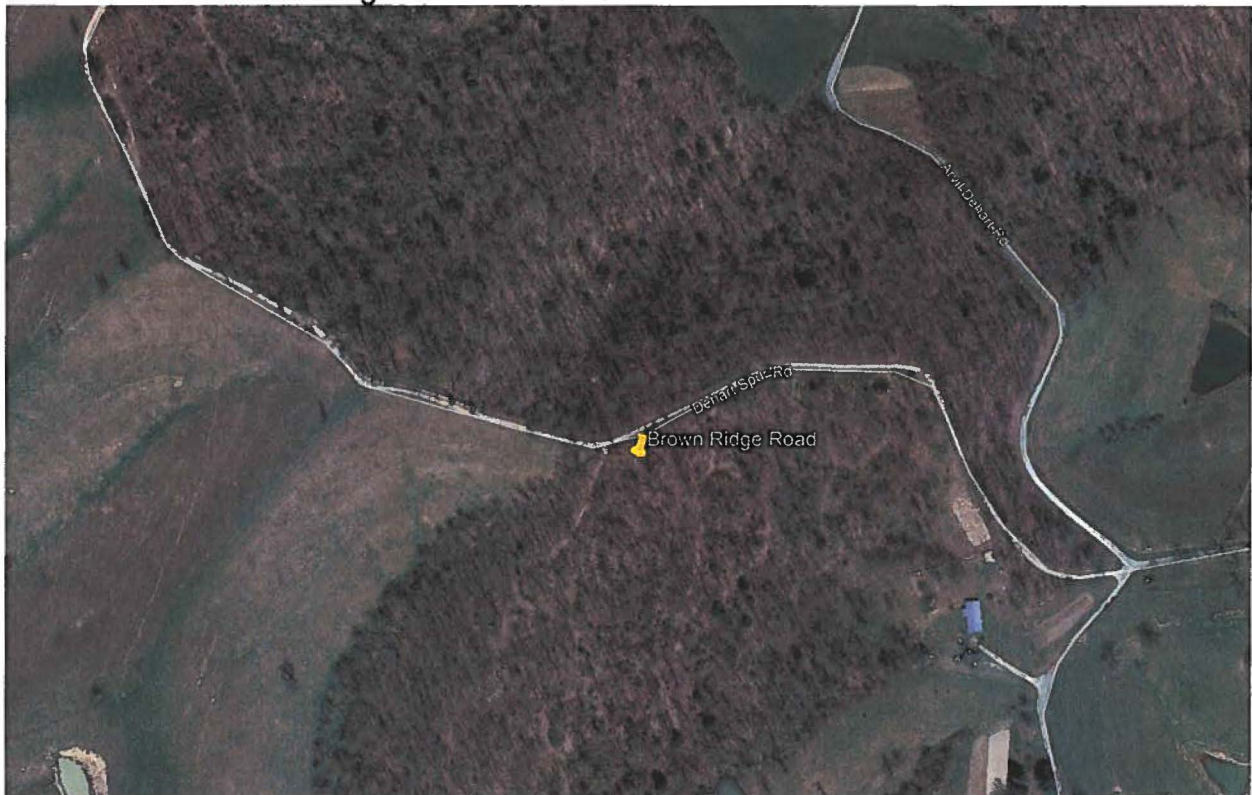
We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. 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

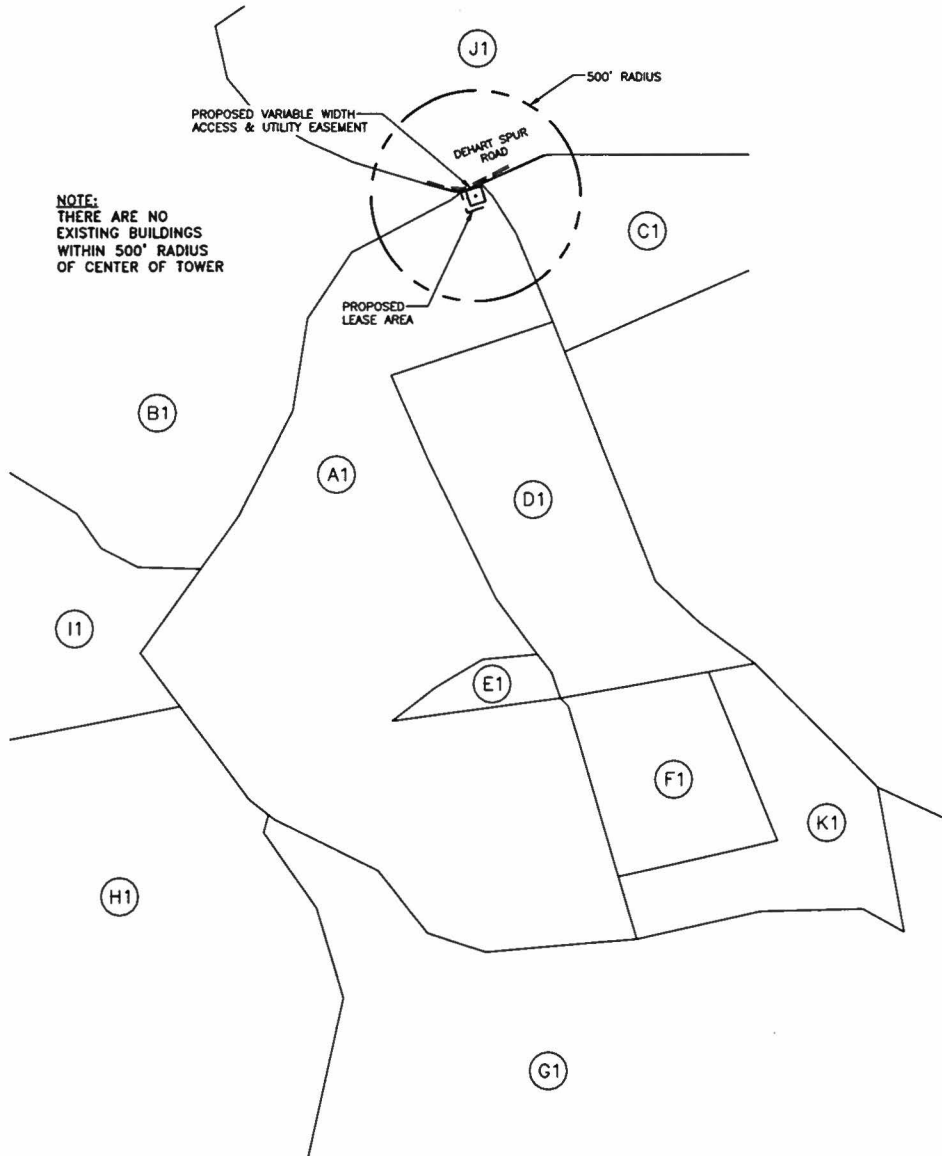
enclosure

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

1. Beginning at the intersection of Main Street and Court Street in Sandy Hook, Kentucky head northeast on Main Street toward KY-32 W / KY-7 N. Travel approximately 0.1 miles.
2. Turn left onto KY-32 W / KY-7 N and travel approximately 3.7 miles.
3. Turn left toward KY-32 W and travel approximately 4.4 miles.
4. Turn left onto Arvil Dehart Road and travel approximately 0.7 miles.
5. Make a sharp right onto Dehart Spur Road and travel approximately 0.3 miles.
6. The site is on the left on Dehart Spur Road. The site coordinates are:
  - a. North 38 deg 08 min 09.064 sec
  - b. West 83 deg 09 min 51.404 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



- (A1) APN: 023-00-00-031-00  
ADKINS STEVE  
1138 ARVIL DEHART RD  
SANDY HOOK, KY 41171
- (B1) APN: 023-00-00-037-00  
DEHART VIRGIL  
89 ROBIN RD  
SANDY HOOK, KY 41171
- (C1) APN: 023-00-00-034-02  
ADKINS WILLIAM J & MARITA  
RT 1 BOX 1305  
SANDY HOOK, KY 41171
- (D1) APN: 023-00-00-032-01  
ADKINS TOMMIE ADKINS BRENDA  
111 ADKINS CEMETERY RD  
SANDY HOOK, KY 41171
- (E1) APN: 023-00-00-031-02  
ADKINS ANTHONY & ANGELA  
41 ADKINS CEMETERY RD  
SANDY HOOK, KY 41171
- (F1) APN: 023-00-00-032-02  
HOWARD MAJOR  
PO BOX 1555  
PINEVILLE, WV 24874
- (G1) APN: 023-00-00-031-01  
FRIEND RUSTY  
10941 ST RT 771  
LEESBURG, OH 45135
- (H1) APN: 023-00-00-030-00  
YORK CAROL HOWARD  
BOX 428  
JAMESTOWN, TN 38556
- (I1) APN: 023-00-00-038-00  
BALES LAURA LEE  
8209 SHERBOURNE DR  
KNOXVILLE, TN 37919
- (J1) APN: 022-00-00-004.00  
JOHNSON RICHARD & BETTY  
314 ORVIL DEHART RD  
SANDY HOOK, KY 41171
- (K1) APN: 023-00-00-032.00  
HOWARD DAIL  
720 ELMER STONE RD  
OLIVE HILL, KY 41164

**NOTE:**  
INFORMATION COMPILED ON 10/11/18  
INFORMATION SHOWN IS BASED ON THE  
RECORDS OF THE ELLIOT COUNTY, KENTUCKY  
PROPERTY VALUATION ADMINISTRATOR

**EXISTING BUILDINGS**  
R = RESIDENCE  
B = BARN  
S = SHED  
G = GARAGE



#	DATE	DESCRIPTION
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	ISSUED FOR CLIENT REV.
2	11/26/18	ISSUED FOR CLIENT REV.
3	11/29/18	ISSUED FOR CONSTRUCTION

BROWN RIDGE ROAD FN  
500' RADIUS AND  
ABUTTERS MAP

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB  
JOB #: 12674963

**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. Carl Fannin  
County Judge Executive  
P.O. Box 710  
Sandy Hook, KY 41171

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2018-00349  
Site Name: Brown Ridge Road FN

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on Hopkins Cave, Sandy Hook, KY 41171 (38°08'09.064" North latitude, 83°09'51.404" 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 2018-00349 in any correspondence sent in connection with this matter.

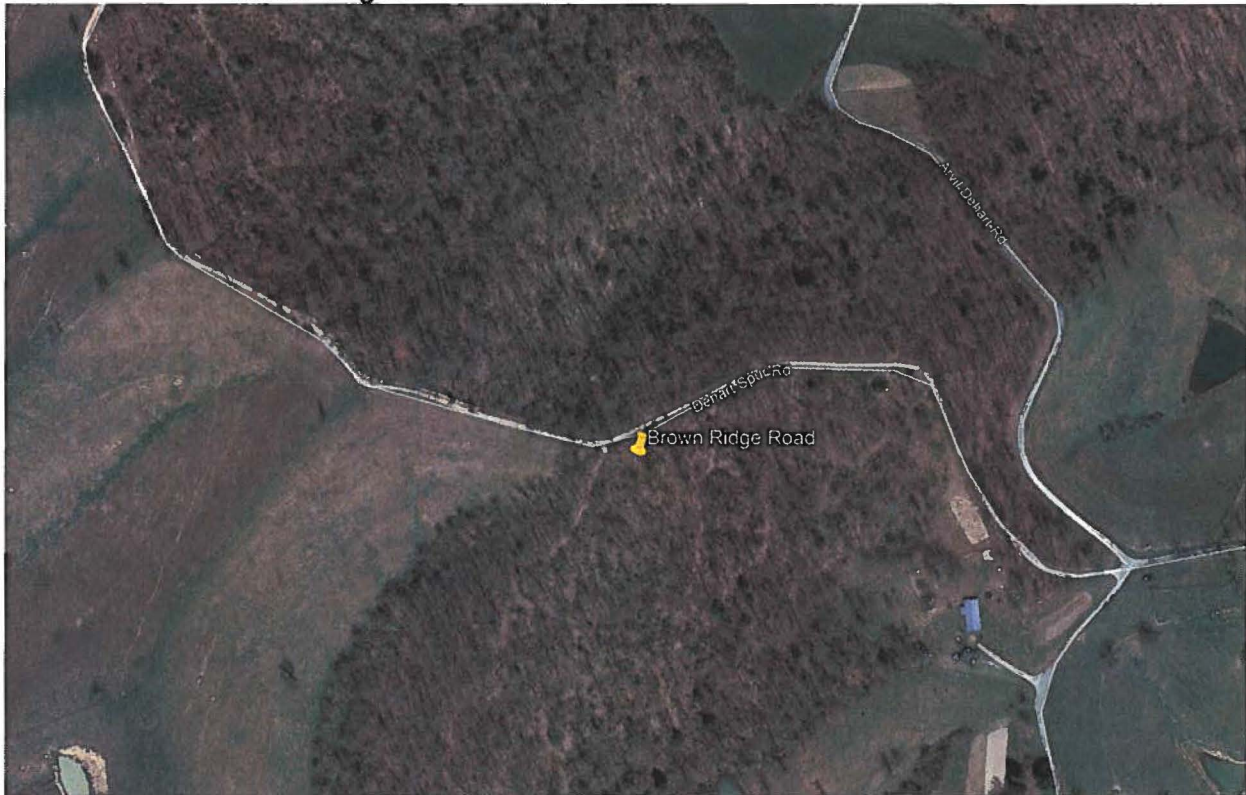
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the 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 the intersection of Main Street and Court Street in Sandy Hook, Kentucky head northeast on Main Street toward KY-32 W / KY-7 N. Travel approximately 0.1 miles.
2. Turn left onto KY-32 W / KY-7 N and travel approximately 3.7 miles.
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4. Turn left onto Arvil Dehart Road and travel approximately 0.7 miles.
5. Make a sharp right onto Dehart Spur Road and travel approximately 0.3 miles.
6. The site is on the left on Dehart Spur Road. The site coordinates are:
  - a. North 38 deg 08 min 09.064 sec
  - b. West 83 deg 09 min 51.404 sec

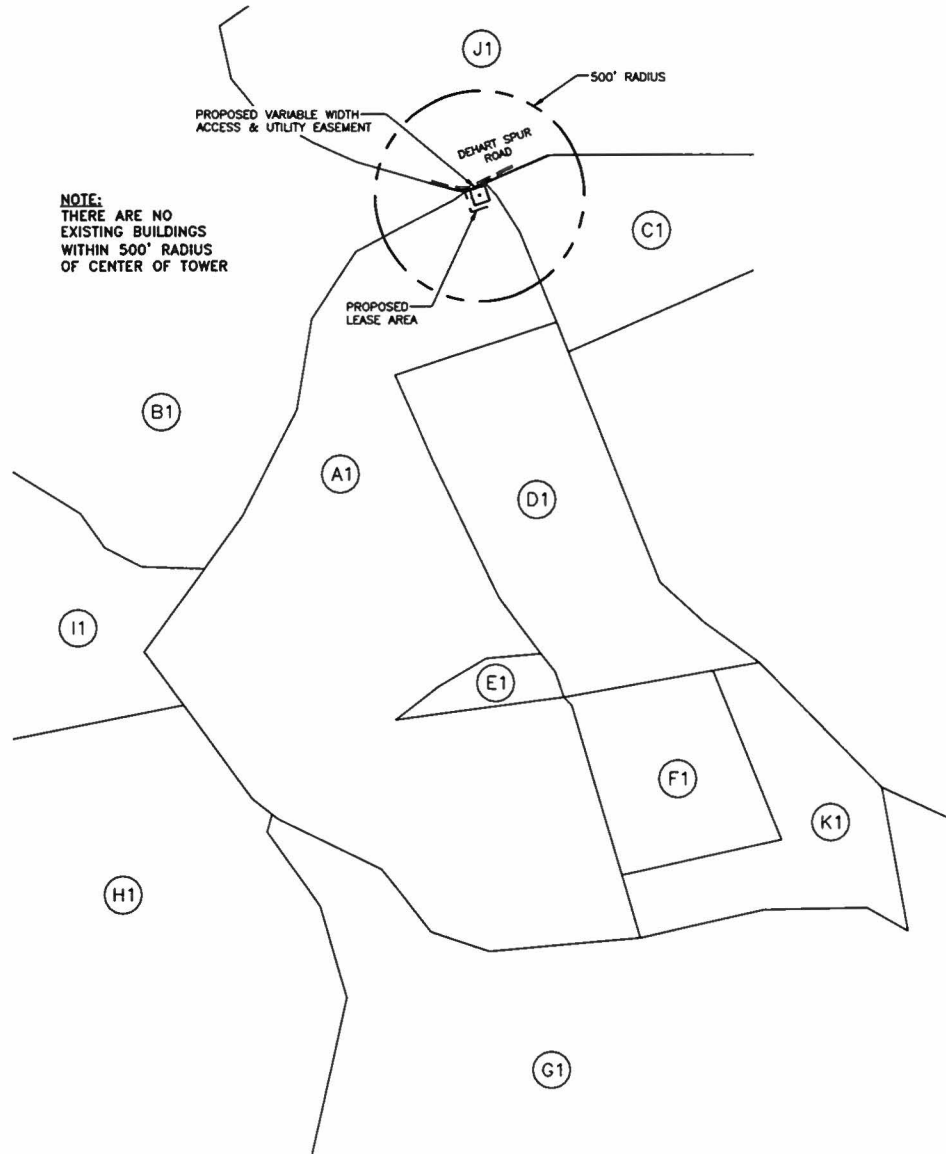


Prepared by:  
Aaron Roof  
Pike Legal Group PLLC  
1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-3069  
Telephone: 502-955-4400 or 800-516-4293





NOTE:  
THERE ARE NO  
EXISTING BUILDINGS  
WITHIN 500' RADIUS  
OF CENTER OF TOWER



NOTE:  
INFORMATION COMPILED ON 10/11/18  
INFORMATION SHOWN IS BASED ON THE  
RECORDS OF THE ELLIOT COUNTY, KENTUCKY  
PROPERTY VALUATION ADMINISTRATOR

EXISTING BUILDINGS  
R = RESIDENCE  
B = BARN  
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- (A1) APN: 023-00-00-031-00  
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1138 ARVIL DEHART RD  
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- (B1) APN: 023-00-00-037-00  
DEHART VIRGIL  
89 ROBIN RD  
SANDY HOOK, KY 41171
- (C1) APN: 023-00-00-034-02  
ADKINS WILLIAM J & MARITA  
RT 1 BOX 1305  
SANDY HOOK, KY 41171
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HOWARD DAIL  
720 ELMER STONE RD  
OLIVE HILL, KY 41164



SMW# 18-0659



#	DATE	DESCRIPTION
0	10/11/18	ISSUED FOR CLIENT REV.
1	11/15/18	REISSUED FOR CLIENT REV.
2	11/26/18	REISSUED FOR CLIENT REV.
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BROWN RIDGE ROAD FN  
500' RADIUS AND  
ABUTTERS MAP

DESIGNED: JDS  
DRAWN: BMD  
CHECKED: RTB  
JOB #: 12674963

B-2

**EXHIBIT M  
COPY OF POSTED NOTICES  
AND NEWSPAPER NOTICE ADVERTISEMENT**

---

**SITE NAME: BROWN RIDGE ROAD FN**  
**NOTICE SIGNS**

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00349 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 2018-00349 in your correspondence.

VIA TELEPHONE: 606-743-3551

Elliott County News  
P.O. Box 222  
Sandy Hook, KY 41171

RE: Legal Notice Advertisement  
Site Name: Brown Ridge Road FN

Dear Elliott County News:

Please publish the following legal notice advertisement in the next edition of *The Elliott County News*:

**NOTICE**

**New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on Hopkins Cave, Sandy Hook, Kentucky 41171 (38°08'09.064" North latitude, 83°09'51.404" 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 2018-00349 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: 38.1408546  
Lon: -83.16317227  
Radius: .4 miles

Brown Ridge Road Search Area