

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
CASE NO.: 2020-00270**

Electronically Filed

In the Matter of:

APPLICATION OF VERTICAL BRIDGE DEVELOPMENT, LLC AND
NEW CINGULAR WIRELESS PCS, LLC, D/B/A AT&T MOBILITY
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO CONSTRUCT
A WIRELESS COMMUNICATIONS FACILITY AT
STATE ROUTE 2194W, HICKORY
GRAVES COUNTY, KENTUCKY 42051

SITE NAME: US-KY-5040 / WORKMAN ROAD

SBA COMMUNICATIONS CORPORATION'S MOTION TO INTERVENE

Comes SBA Communications Corporation d/b/a SBA Towers III LLC ("SBA"), whose full name and mailing address is SBA Communications Corporation, 8051 Congress Avenue, Boca Raton, FL 33487-1307, vweidenthaler@sbsite.com,¹ and hereby requests, pursuant to 807 KAR 5:001 Section 4(11), to intervene in this matter. SBA has a special interest in this case, which, if denied permission to intervene, will not be adequately represented. Further, intervention by SBA, will allow it to present issues and develop facts that will assist the Commission in considering the matter without unduly complicating or disrupting the proceedings. In support its Motion, SBA attaches its Memorandum of Law.

¹ SBA is providing Ms. Weidenthaler's contact information pursuant to 807 KAR Section 4(11)(a). All official, case-related correspondence should still be directed to undersigned counsel.

FREEMAN MATHIS & GARY, LLP

s/ Tia J. Combs

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Counsel for SBA Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2020, the foregoing document was served via first class USPS, postage prepaid, upon the following:

Todd R. Briggs, Esq.
Briggs Law Office, PSC
10200 Forest Green Blvd, Suite 112
Louisville, KY 40223
Counsel for the Applicant

s/ Tia J. Combs

Counsel for SBA

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GRAVES COUNTY, KENTUCKY 42051

SITE NAME: US-KY-5040 / WORKMAN ROAD

**SBA COMMUNICATIONS CORPORATION'S MEMORANDUM OF LAW IN
SUPPORT OF ITS MOTION TO INTERVENE**

Comes SBA Communications Corporation d/b/a SBA Towers III LLC ("SBA"), pursuant to 807 KAR 5:001 Section 4(11), and for its Memorandum of Law in Support of its Motion to Intervene, states as follows:

FACTS

On or about September 15, 2020, Vertical Bridge Development, LLC ("Vertical Bridge") and New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility ("AT&T") (collectively Vertical Bridge and AT&T are referred to herein as the "Applicants"), filed their Application for a Certificate of Public convenience and Necessity for Construction of a Wireless Communications Facility in Graves County, Kentucky (the "Application"). In the Application, Vertical Bridge and AT&T state they request a certificate because the construction of the proposed wireless communications facility (the "Proposed Tower") will:

Bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by enhancing coverage and/or capacity and thereby enhancing the public's access to wireless communication services. 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.

However, the Applicants' claims as to the necessity of the Proposed Tower are wholly unsubstantiated. Contrary to the assertions made by the Applicants, there is already an existing tower less than half a mile from the Proposed Tower. AT&T is currently a tenant on this tower which is owned and operated by SBA (the "SBA Tower"). From its place on the SBA Tower, AT&T can and already does broadcast its wireless signal to the surrounding area in nearly exactly the same manner, and providing essentially the same coverage, as it would broadcast off the Proposed Tower. This fact is, and can be, substantiated by SBA, through Coverage Plot Analysis, which has been performed by a Radio Frequency Engineer proving this fact. Exhibit A. As such, despite AT&T's claims in its Application, the Proposed Tower cannot possibly meet the prerequisite of necessity required in order for AT&T to be given a Certificate of Public Convenience and Necessity by the Commission.

SBA has an interest in this matter which not now being adequately represented and SBA has can present issues and develop facts that will assist the Commission in fully considering this matter, SBA now requests to intervene in this matter so that it may present the evidence it has already collected concerning the inaccuracies in AT&T's Application.

ARGUMENT

Pursuant to 807 KAR 5:001 Section 4(11):

(a) A person who wishes to become a party to a case before the commission may, by timely motion, request leave to intervene.

1. The motion shall include the movant's full name, mailing address, and electronic mail address and shall state his or her interest in the case and now intervention is likely to present issues or develop facts that will assist the commission in fully considering the matter without unduly complicating or disrupting the proceedings.

...

(b) The commission shall grant a person leave to intervene if the commission finds that he or she has made a timely motion for intervention and that he or she has a special interest in the case that is not otherwise adequately represented or that his or her intervention is likely to present issues or to develop facts that assist the commission in fully considering the matter without unduly complicating or disrupting the proceedings.

807 KAR 5:001 Section 4(11).

Pursuant to this section, SBA is required to prove only that it has either a special interest which is not adequately represented *or* that it can present issues or develop facts assisting the commission in fully considering the matter, however, SBA believes that it can prove it meets both of these requirements. As such, the PSC should allow SBA to intervene and fully participate in this case.

1) SBA has a special interest in this matter that is not otherwise adequately represented.

SBA is mindful that the PSC has previously stated that SBA's interest in owning a tower in the immediate vicinity of the Proposed Tower is not a proper special interest under 807 KAR 5:001 Section 4(11).¹ With due regard to that holding, and while SBA does not abandon those arguments and incorporates them here as if fully rewritten,² SBA will not reiterate those arguments here.

In addition to the arguments SBA has presented in the past concerning this issue, SBA would point out that in this case it actually owns an easement on the land upon which its tower sits. Exhibit B. This ownership presents an additional interest of SBA in this matter.

¹ *Order*, Case No. 2019-00176 (KY PSC October 1, 2019).

² *SBA Communications Corporation's Motion to Intervene*, Case No. 2019-00176 (KY PSC June 25, 2019) and *SBA Communications Corporation's Reply to New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company d/b/a AT&T Mobility's Response to SBA Communication Corporation's Motion to Intervene*, Case No. 2019-00176 (KY PSC July 8, 2019).

2) If allowed to intervene, SBA can present issues and develop facts that will assist the commission in fully considering this matter.

In its past orders, the PSC has never addressed the fact that SBA could intervene for the purposes of providing the PSC with additional information which would be relevant to its determination of whether an applicant has a public convenience or necessity. The PSC is required to give “proper consideration to the essential elements that enter into the matter of convenience and necessity.” *Ky. Utils. Co. v. Pub. Serv. Com.*, 252 S.W.2d 885, 889 (Ky. 1952). The Court of Appeals of Kentucky has stated:

The manifest purpose of a public service commission is to require fair and uniform rates, prevent unjust discrimination and unnecessary duplication of plants, facilities and service and to prevent ruinous competition. The courts generally deny the right of utilities to duplicate service.

Olive Hill v. Pub. Serv. Com., 203 S.W.2d 68, 71 (1947).

Many facts which are needed for the Commission to fully develop these elements are not listed in the Application. SBA can assist the Commission in the process of finding and evaluating these facts and therefore seeks to intervene in this matter.

a) The Application does not specifically detail how an additional tower will benefit consumers.

In the past, the Commission has denied SBA intervention because the one purpose of both the Telecommunications Act of 1996 and KRS § 278.040 are to promote market-based competition that benefits consumers. However, it is unclear from the Application how the Proposed Tower will benefit consumers at all.

Additionally, the Applicants’ argument that the Proposed Tower will in some way benefit local consumers is directly contradicted by the fact that all public comments of record show strong and unequivocal opposition to the Proposed Tower. The local residents living in the beautiful rural area in which the Proposed Tower would be located have been clear in their desire

to not have a tower obstruct their view during the day and night, damage property values, and increase health and environmental risks to residents and small children.³ Not only do they bring the legitimate concerns related to a new tower negatively affecting their community, residents further oppose the Proposed Tower as there is no apparent benefit to a second tower in such close proximity to the tower that already exists nearby; residents “do not understand why another cell tower is needed in this area as one is on property not a mile from the proposed cell tower.”⁴ The issues that the local residents bring are legitimate and illustrate the contradiction in the Application when they claim the new tower will benefit the consumers in some vague way. Intervention would cure the lack of facts presented to determine the possibility of any actual increase in services or innovation.

The Application states that the Proposed Tower is necessary because it will improve services “by increasing coverage or capacity and thereby enhancing the public’s access to innovative and competitive wireless communications services.”⁵ Other than restating language from KRS § 278.546(4), the Application is devoid of any facts or exhibits that lend themselves to this nebulous claim that a new tower constructed in such close proximity to the SBA Tower will have any benefit to consumers. Despite unsubstantiated claims of “necessity” and an “integral link,” the Applicants do not offer any insight into how the new tower will provide more economical services nor do they make any mention of innovation to existing technology and services.⁶ The Application is similarly void of reasoning to support the claim that the area is “currently not served or not adequately served.”⁷

³ *Nathan and Jessica Lawrence Public Comment*, Case No. 2020-00270 (KY PSC September 25, 2020).

⁴ *Carl and Syndal Jones Public Comment*, Case No. 2020-00270 (KY PSC September 21, 2020).

⁵ *Application for Certificate of Public Convenience and Necessity for Construction of a Wireless Communications Facility*, Case No. 2020-00300 (KY PSC September 19, 2020).

⁶ *Id.*

⁷ *Id.*

AT&T consistently references the Proposed Tower as being “necessary to AT&T,” but fails entirely to offer facts that show any increase in services and rates to the consumer as required under KRS § 278.020. These facts and issues related to unsubstantiated claims of benefit to consumers elucidate the import of intervention as SBA is uniquely situated to “present issues or develop facts that will assist the commission in fully considering the matter.” 807 KAR 5:001 Section 4(11).

Even if any practical innovation or increase in services to the consumer can be inferred from the Application, it is nevertheless devoid of any evidence or expert opinion of the alleged benefits of the Proposed Tower. In fact, it is not apparent from the face of the Application if there is any possible or technical way in which the new tower in such proximity will bring about any increase in services or benefits to the consumer. While it is the onus of the Applicants to show necessity and a benefit to consumers, SBA’s intervention is appropriate and necessary here in order to present issues and develop facts that illustrate the absence of a benefit to the rates of services.

b) SBA has special knowledge of the service that can be had from the SBA Tower and Proposed Tower.

In this case, SBA has already commissioned a study concerning the radio frequency coverage that can be broadcast from both the SBA Tower and the Proposed Tower. Exhibit A. As shown in that study, there is little or no additional coverage to be gained by building the Proposed Tower. If a wireless operator had an antenna on the SBA Tower and then installed on the Proposed Tower, this would be duplicative and considered an “overbuild.” Exhibit A. If SBA is allowed to intervene in this matter, it would be glad to bring its engineer to testify before the Commission to further explain his findings and the similarity of the radio frequency broadcasts from the SBA Tower and the Proposed Tower.

c) SBA has information concerning AT&T's attempts to co-locate.

When requesting to build a new wireless tower, AT&T is required, by KRS § 278.020 and 807 KAR 5:063 Section 1(s), to present evidence concerning attempts to co-locate on existing structures, such as the SBA Tower. AT&T addresses this issue in the Application at ¶ 12. However, AT&T does not even bother to mention that it is currently co-locating on the SBA Tower *which is less than a half mile away*. From its spot on the SBA Tower, AT&T already broadcasts its radio frequency in exactly the same manner as it will be able to broadcast from the Proposed Tower. As SBA is the owner of the tower on which AT&T is required to consider co-locating, SBA has unique information concerning this issue and others which, as of yet, are wholly unaddressed in these proceedings.

For example, SBA has not been contacted by AT&T specifically concerning any deficiency with the SBA Tower which would make it unsuitable for co-location. There has been no contact that the SBA Tower is not suitable for AT&T's physical needs as to placement of its equipment. AT&T has not asked SBA to modify the SBA Tower to better accommodate the equipment AT&T wishes to place on it now or in the future. SBA has even structurally evaluated its tower and it continues to be structurally sound for the equipment placed on it. Exhibit C. AT&T has not contacted SBA specifically concerning the rents on the SBA Tower.⁸

d) SBA's special knowledge concerns "service" pursuant to KRS § 278.040.

The PSC has previously relied on KRS § 278.040 and *Application of East Kentucky Power Cooperative, Inc. for a Certificate of Public Convenience and Necessity, and a Site Compatibility Certificate, for the Construction of a 278 MW (nominal) Circulating Fluidized Bed Coal-Fired*

⁸ SBA does admit that it received a bulk request from AT&T to lower rents and make changes to lease agreements across the country, but this was not a specific request concerning the specific rents or conditions of lease on the SBA Tower. It was merely a non-specific request that rents be reduced (without any specific dollar amounts referenced) and that AT&T be granted other "fair" rights without reference to specific terms.

Unit in Mason County, Kentucky, Case No. 2004-00423, (KY PSC Apr. 18, 2005) to deny SBA intervention because SBA did not have an interest in “rates and service.”⁹ However, the information SBA can provide does concern service as defined in this statute.

The term “service,” as used in KRS § 278.040, is defined by KRS § 278.010(13):

“Service” includes any practice or requirement in any way relating to the service of any utility, including the voltage of electricity, the heat units and pressure of gas, the purity, pressure, and quantity of water, and in general the quality, quantity, and pressure of any commodity or product used or to be used for or in connection with the business of any utility, but does not include Voice over Internet Protocol (VoIP) service;

Thus, the signal AT&T or any other broadcasts is “service.” As shown above, SBA’s intent is to provide the PSC with information relating to this service.

e) Allowing SBA’s intervention will not unduly complicate or disrupt these proceedings.

As noted above and seen in Exhibit A, SBA has already commissioned a report from an expert who can testify as to the lack of necessity for the Proposed Tower. SBA’s staff is similarly ready to testify concerning AT&T’s alleged attempt to continue co-locating on the SBA Tower. As SBA is already ready to present its evidence, its intervention in this matter will not delay this matter in any way. Furthermore, SBA is happy to tailor its involvement in this matter to the PSC’s wishes and provide information, to the extent not proprietary or confidential, as the PSC requests or deems helpful.

CONCLUSION

SBA has an interest in this matter which not now being adequately represented. Moreover, SBA has and can present issues and develop facts that will assist the commission in fully considering this matter. In particular, SBA can provide technical engineering information

⁹ *Order*, Case No. 2019-00176 (KY PSC October 1, 2019).

concerning the radio frequency that can be broadcast from the Proposed Tower (which is nearly identical to what can be broadcast from the existing SBA Tower) and information concerning AT&T's attempts at co-location. As such, SBA now requests that it be allowed to intervene in this matter so that it may present the evidence it has already collected concerning the inaccuracies in the Application.

FREEMAN MATHIS & GARY, LLP

s/ Tia J. Combs

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Counsel for SBA Communications, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2020, the foregoing document was served via first class USPS, postage prepaid, upon the following:

Todd R. Briggs, Esq.
Briggs Law Office, PSC
10200 Forest Green Blvd, Suite 112
Louisville, KY 40223
Counsel for the Applicant

s/ Tia J. Combs

Counsel for SBA

TO: SBA

Subject: RF Coverage Plot Analysis: Graves County, KY

Date: September 22, 2020

1. **METHODOLOGY.** The attached plots depict broadcast radio frequency (RF) coverage from the existing site to Graves County, KY and a proposed site approximately 0.49 miles to the northwest. At each location, cellular industry typical LTE operating parameters were considered for omnidirectional antennas mounted at 270 feet above ground level at the existing site, and at 295 feet above ground level for the proposed site. Ground elevations are 478 and 466 feet above mean sea level, respectively. 5G Broadcast RF coverage was not reviewed since it is not operational as of this date.

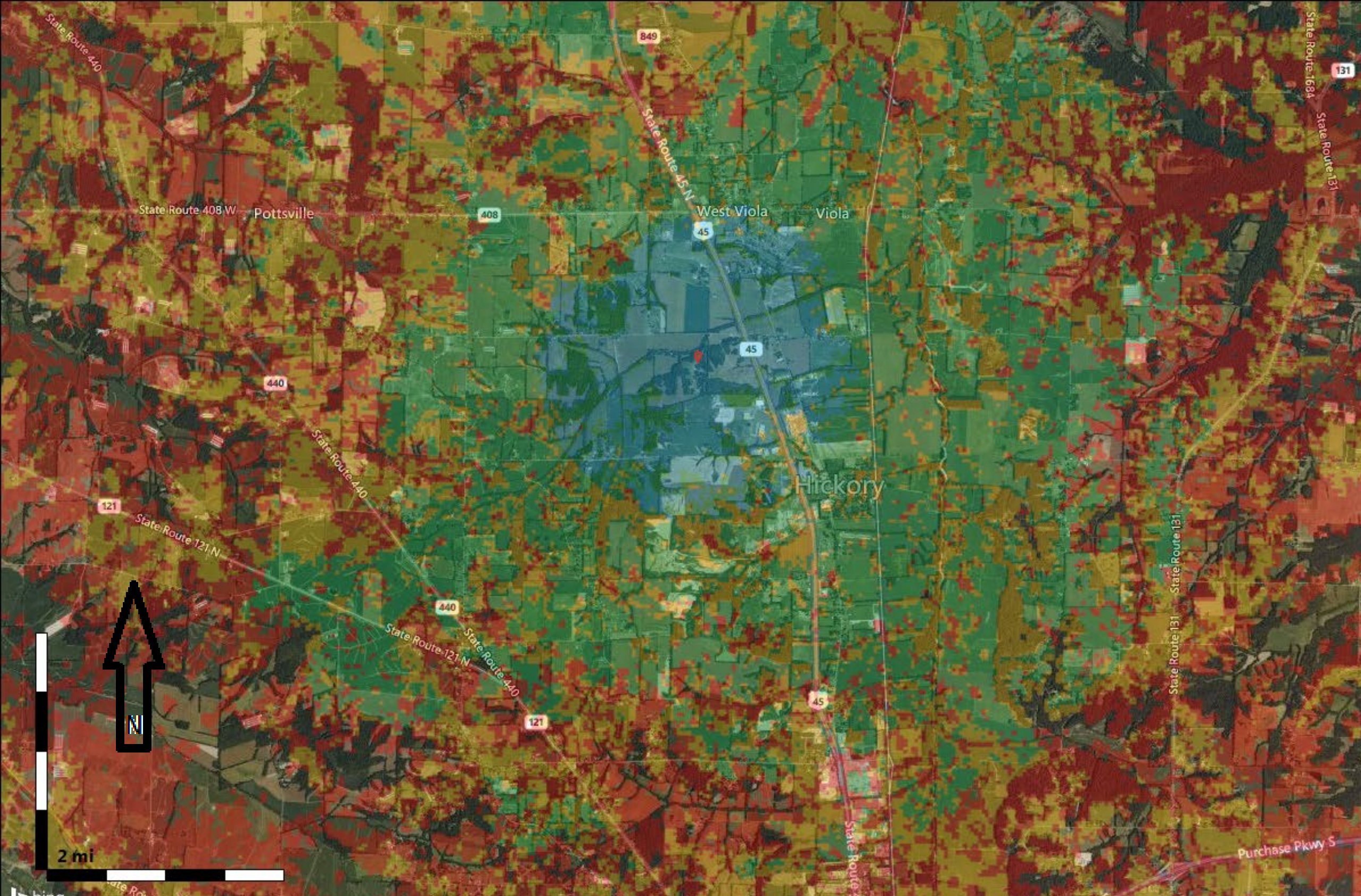
Plots for both locations were generated for 700, 850, 1900 and 2100 MHz operations. The signal levels depicted are associated with LTE service reliability where the strong coverage levels in green and blue occur near the towers and decrease with distance from the sites and intervening terrain obstructions. Signal levels greater than -70 dBm shown as blue are associated with feasible coverage within buildings. Marginal coverage is provided in the regions depicted in yellow between -90 dBm and -80 dBm and signal levels between -100 dBm and -90 dBm shown as red represent poor coverage associated with call failures.

A comparison of coverage performance for each site is based on low band (700 and 850 MHz) and high band (1900 and 2100 MHz) prediction results. Radiowave propagation conditions between these bands differ because of terrain and ground clutter (e.g. vegetation) effects at different frequencies. Generally, low band operations provide greater area coverage. Therefore, high band operations provide additional customer traffic capacity closer to the cellular site.

2. **COMPARISON.** The sites considered in these coverage plots provide service to the depicted locations and roads leading to Graves County, KY. For low band operations, the existing site provides strong coverage approximately 0.6 miles in all directions and to non-contiguous areas to 4.0 miles from the site. This includes 2.0 miles of Highway 45. The proposed site provides similar strong coverage 1.0 miles in all directions and to non-contiguous areas to 4.0 miles. This includes 1.2 miles of Highway 45.

For high band operations, both sites provide strong coverage to non-contiguous areas 2.2 miles in all directions.

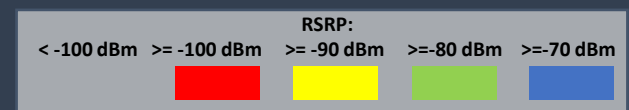
3. **CONCLUSION.** Based on the coverage comparison presented above, the proposed site provides comparable coverage to Graves County, KY due to its close proximity to the existing site. For wireless operators with antennas mounted on the existing site, the installation of additional antennas on the proposed site would be considered to be an “overbuild” or impractical given the coverage overlap.

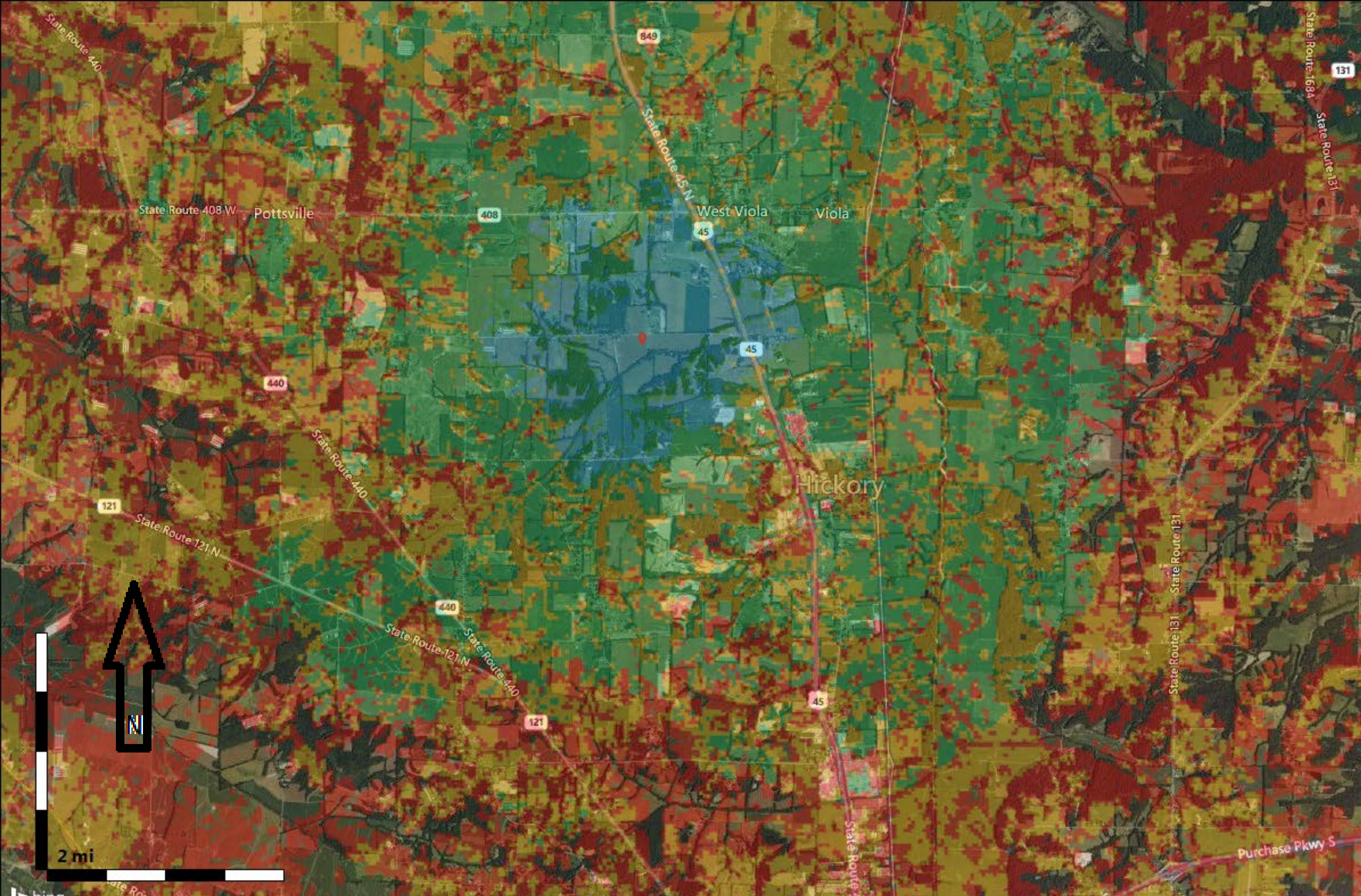


Existing Site
700 MHz Coverage

Site Name: KY07238-A
 Latitude: 36.837694N
 Longitude: 88.667347W

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 270
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

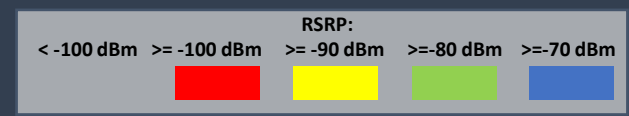


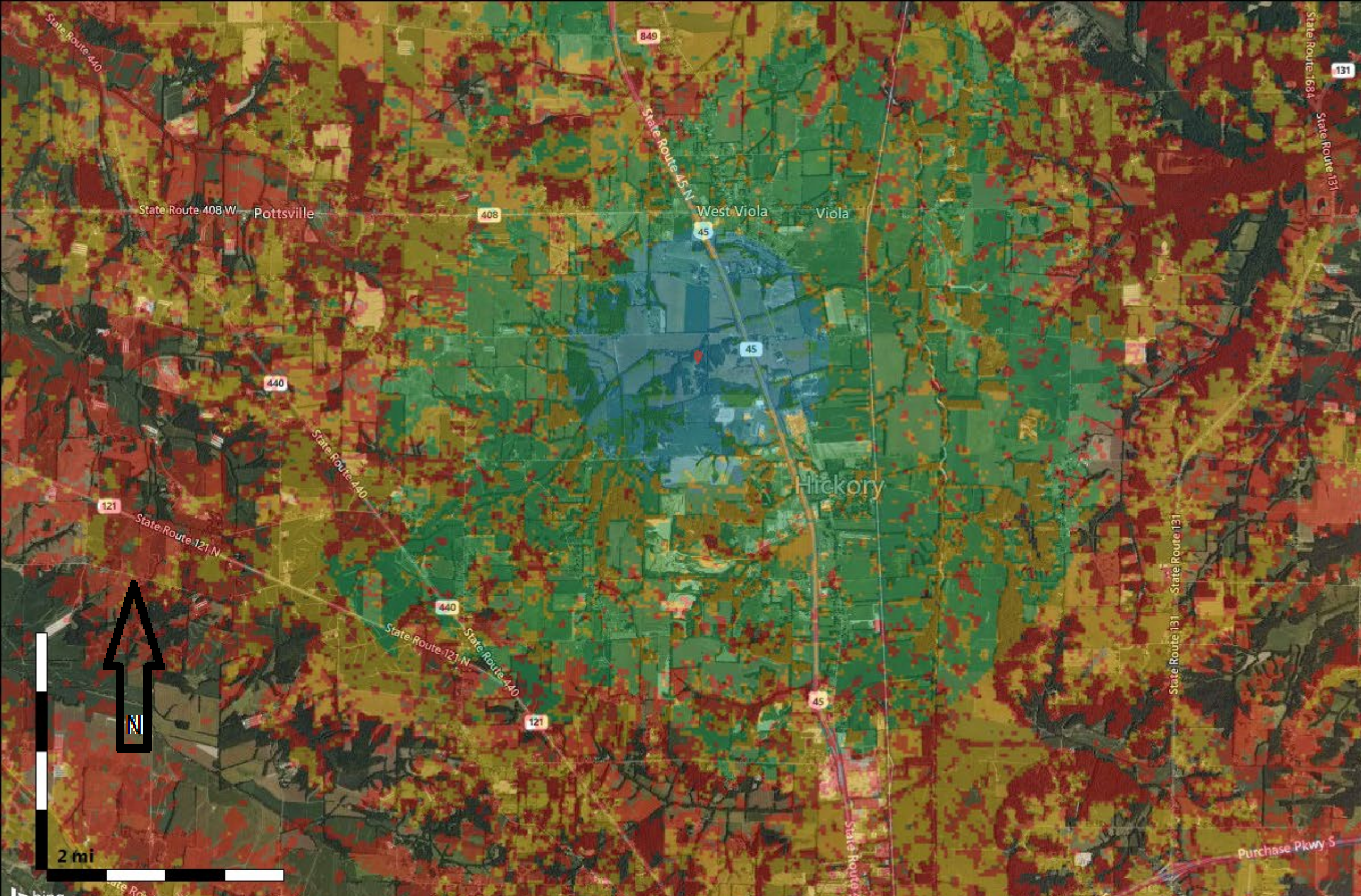


Proposed Site
700 MHz Coverage

Site Name: Proposed
 Latitude: 36.839919N
 Longitude: 88.675758W

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 295
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

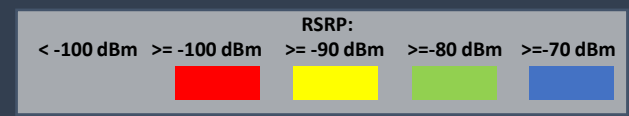


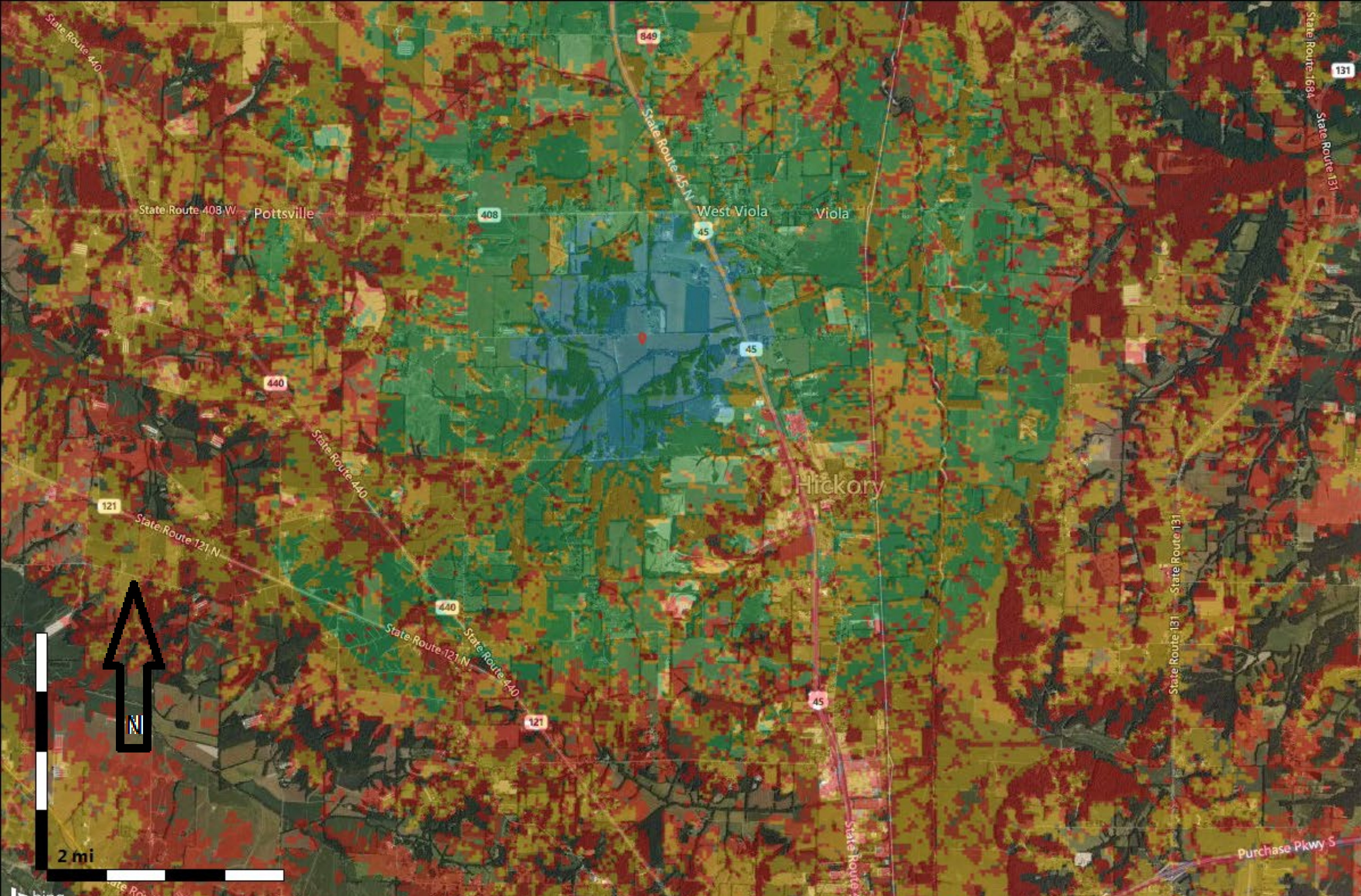


Existing Site
850 MHz Coverage

Site Name: KY07238-A
 Latitude: 36.837694N
 Longitude: 88.667347W

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 270
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

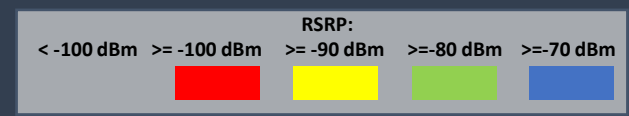


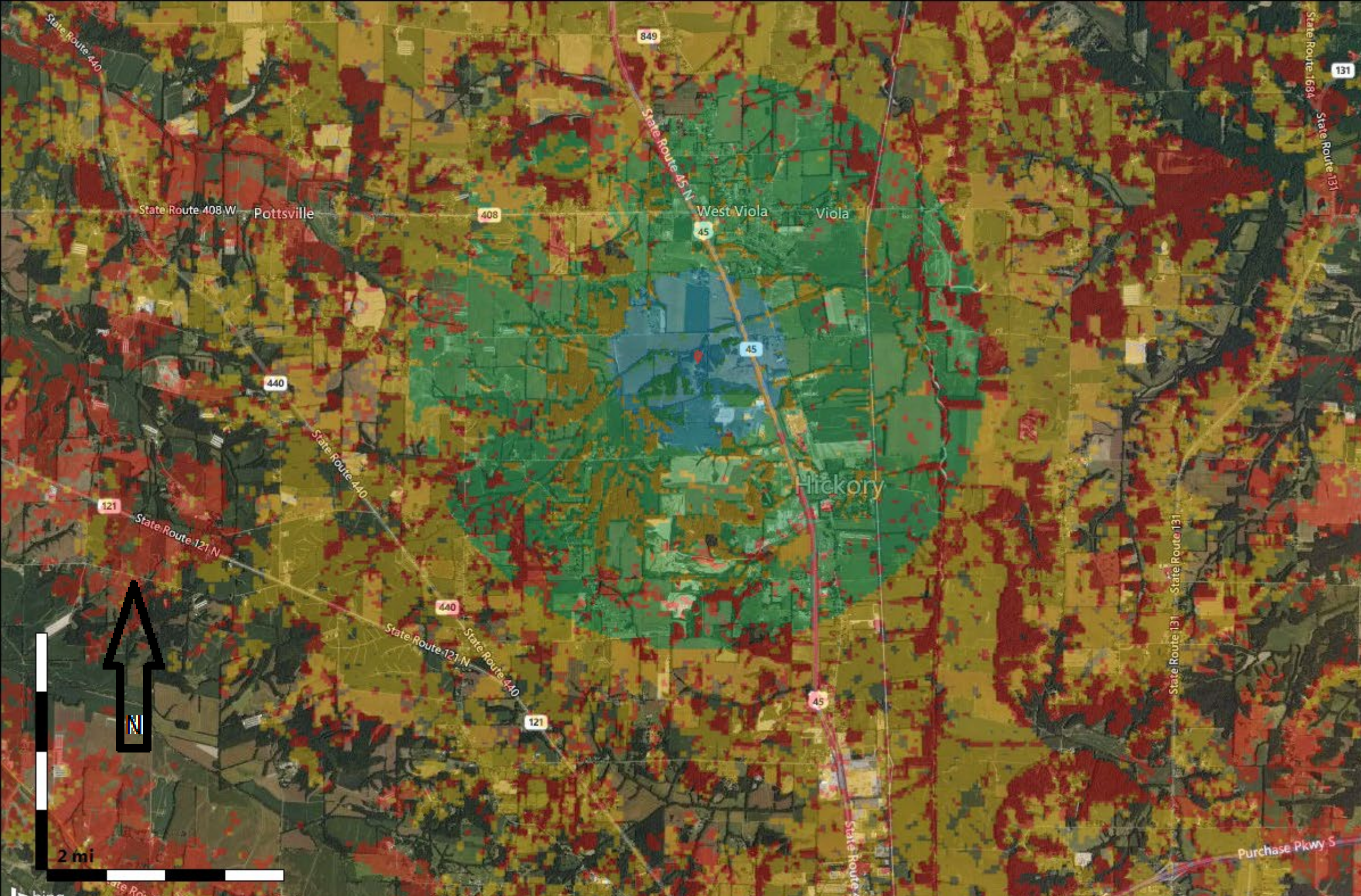


Proposed Site
850 MHz Coverage

Site Name: Proposed
 Latitude: 36.839919N
 Longitude: 88.675758W

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 295
 Azimuth (Deg): 0
 ERP per RS (W): 2.0



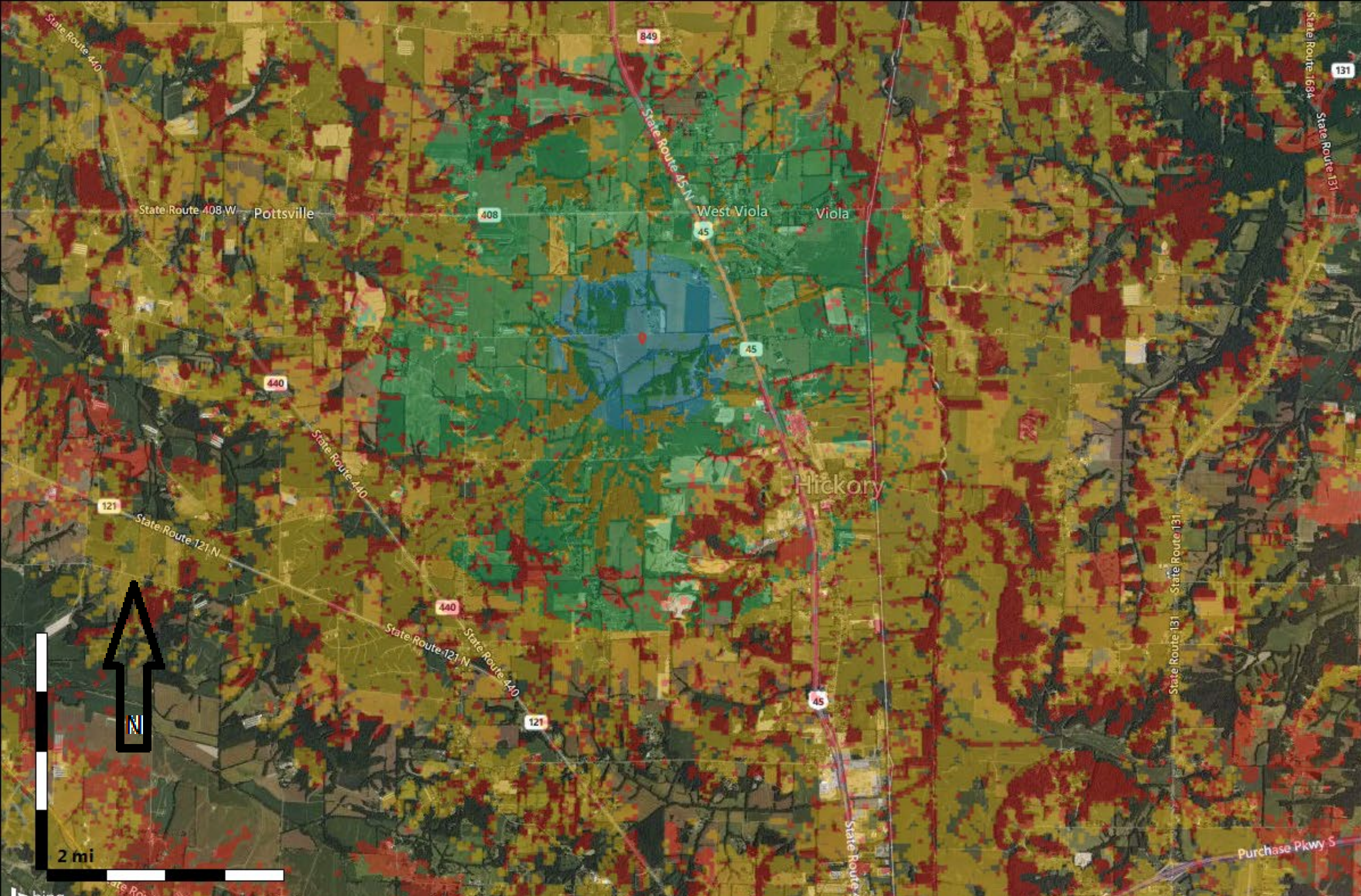


Existing Site
1900 MHz Coverage

Site Name: KY07238-A
 Latitude: 36.837694N
 Longitude: 88.667347W

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 270
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

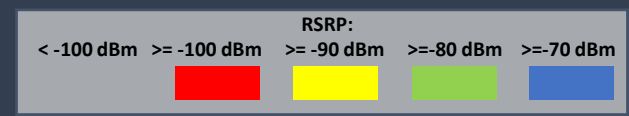
RSRP:				
< -100 dBm	$\ge -100\text{ dBm}$	$\ge -90\text{ dBm}$	$\ge -80\text{ dBm}$	$\ge -70\text{ dBm}$

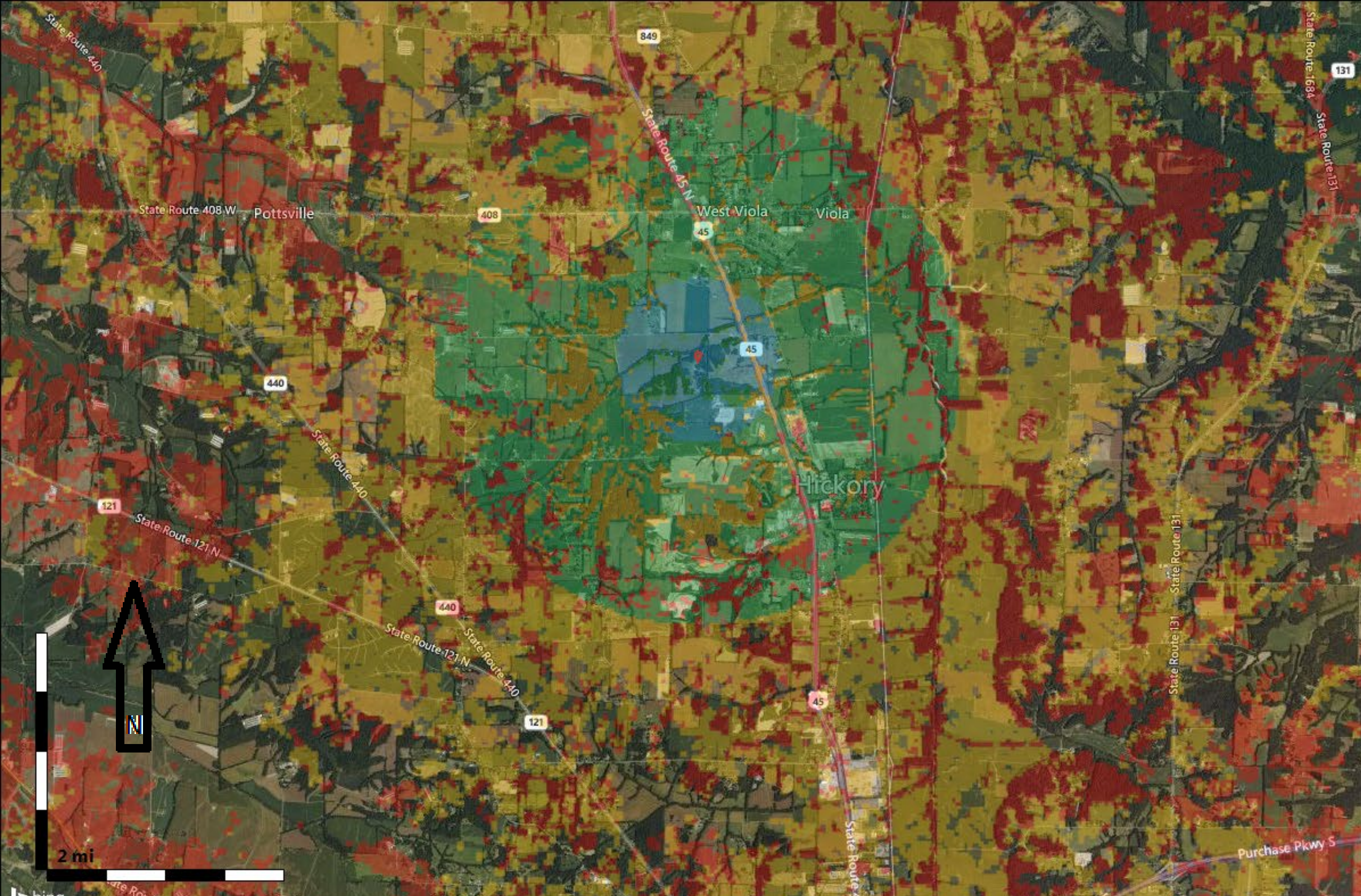


Proposed Site
1900 MHz Coverage

Site Name: Proposed
 Latitude: 36.839919N
 Longitude: 88.675758W

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 295
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

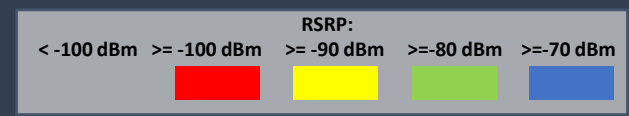


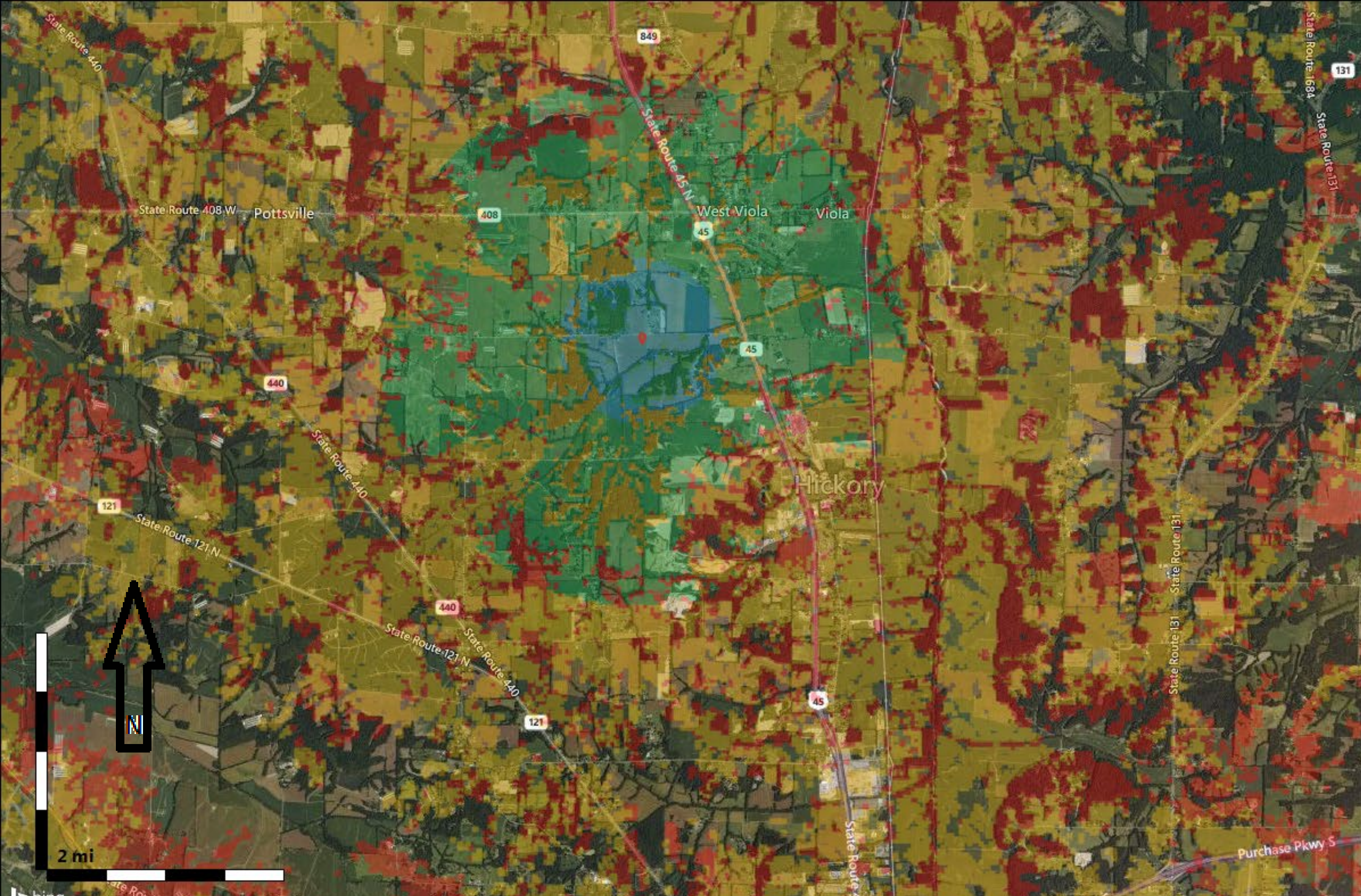


Existing Site
2100 MHz Coverage

Site Name: KY07238-A
 Latitude: 36.837694N
 Longitude: 88.667347W

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 270
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

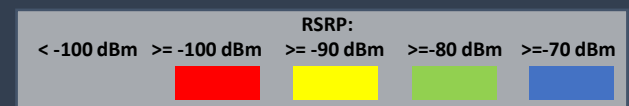




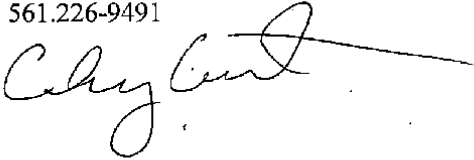
Proposed Site
2100 MHz Coverage

Site Name: Proposed
 Latitude: 36.839919N
 Longitude: 88.675758W

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 295
 Azimuth (Deg): 0
 ERP per RS (W): 4.7



Prepared by and Return to:
SBA Network Services, LLC
Attn: Cheryl Clicquot
8051 Congress Avenue
Boca Raton, FL 33487
561.226-9491



[Recorder's Use Above This Line]

STATE OF KENTUCKY

COUNTY OF LIVINGSTON

Tax ID Number: [REDACTED]

EASEMENT AGREEMENT

By and between Jimmy Ray Robertson, also known of record as J.R. Robertson, and Nellie J. Robertson, husband and wife (collectively "Grantor") with an address of 859 Springtown Road, Grand Rivers, KY 42045

and

SBA Properties, LLC, a Delaware limited liability company ("Grantee") with an address of 8051 Congress Avenue, Boca Raton, FL 33487

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: J.R.R. NJR

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated effective February 2nd, 2016 ("Effective Date") by and between Jimmy Ray Robertson, also known of record as J.R. Robertson, and Nellie J. Robertson, husband and wife, with an address at 859 Springtown Road, Grand Rivers, KY 42045 (collectively "Grantor") and SBA Properties, LLC, a Delaware limited liability company, with an address of 8051 Congress Avenue, Boca Raton, FL 33487 ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on **Exhibit 'A'** attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on **Exhibit 'B'** hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on **Exhibit 'C'** hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements").

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall

terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith. Grantee may make improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 180 days after termination hereof, Grantee or its customers shall

have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any

zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed

within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: J.R. Robertson and Nellie J. Robertson
859 Springtown Road

Grand Rivers, KY 42045

To Grantee: SBA Properties, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of

Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of

America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Option and Ground Lease Agreement, dated September 21, 2000, originally by and between, Grantor and Towers III, L.L.C., as evidenced by that certain Memorandum of Option and Ground Lease Agreement, dated September 21, 2000, and recorded January 25, 2001, in Deed Book 201, Page 314, and ultimately assigned to Grantee, successor by conversion to SBA Properties, Inc., by that certain Assignment and Assumption of Ground Lease, dated September 4, 2001, and recorded September 11, 2001, in Book 203, Page 578, both of the Official Records of Livingston County, Kentucky, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain a separate and distinct interest in the underlying real property. Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.

27. Right of First Refusal/Exclusivity. If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the Easements for a pro-rata price based on the size that the Easements are to the portion of the Premises described in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right to purchase the Easements and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right to purchase the Easements in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not, at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications, and any other documents that a municipality may require, concerning the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities, and upon request, will sign a separate power of attorney to such effect.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

Anita Gainer
Print Name: Anita Gainer

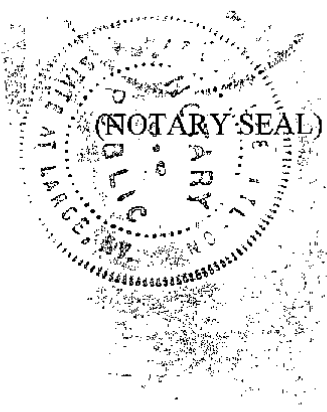
Jimmy Ray Robertson
Jimmy Ray Robertson, also known of record as J.R. Robertson

Sarah Gray
Print Name: Sarah Gray

State of Kentucky
County of Lyon

The foregoing instrument was acknowledged before me this 1ST day of FEB, 2016, by Jimmy Ray Robertson also known of record as J.R. Robertson, who is personally known or has provided known to me as identification.

Marilee Wilson
Notary Public
Print Name: Marilee Wilson
My Commission Expires: 11/12/16



WITNESSES:

GRANTOR:

Anita Gainer
Print Name: Anita Gainer

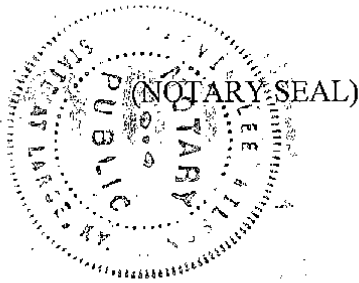
Nellie J. Robertson
Nellie J. Robertson

Sarah Gray
Print Name: Sarah Gray

State of Kentucky
County of Lyon

The foregoing instrument was acknowledged before me this 1ST day of FEB., 2016, by Nellie J. Robertson, who is personally known or has provided known to me as identification.

Marion Lee Wilson
Notary Public
Print Name: Marion Lee Wilson
My Commission Expires: 11/12/16



WITNESSES:

GRANTEE:

SBA Properties, LLC, a Delaware limited liability company

Kate Feliciano
Print Name: KAELAFELICIANO

By: [Signature]
Thomas P. Hunt - Brendan Cavanaugh
Executive Vice President & General Counsel
CFO

Cassandra Connette
Print Name: CASSANDRA CONNETTE

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me February 2nd, 2016 by Brendan Cavanaugh, the Executive Vice President & CFO General Counsel of SBA Properties, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT 'A'

Premises

SITUATED IN THE COUNTY OF LIVINGSTON, COMMONWEALTH OF KENTUCKY:

TRACT ONE:

BEGINNING AT A STONE ON CUMBERLAND RIVER, COR. TO E. P. DOOM; THENCE NORTH 89 DEGREES 37 MINUTES 357 POLES TO A STAKE CORNER TO C. A. DYCUS IN E. P. DOOM'S LINE; THENCE NORTH 2.5 DEGREES EAST 43-1/8 POLES TO A STAKE, COR. TO C. A. DYCUS, IN THE LINE BETWEEN THE EMILY N. DOOM'S LAND AND R. L. SAUVAGE; THENCE SOUTH 89 DEGREES 37 MINUTES EAST 383 POLES TO A STAKE ON THE BANK OF THE RIVER, WITH TWO HONEY LOCUSTS MARKED AS POINTERS, THE ORIGINAL LOWER COR. ON THE RIVER OF THE EMILYNM. DOOMS TRACT; THENCE UP THE RIVER WITH ITS MEANDER TO THE BEGINNING. THERE IS RESERVED FROM THE ABOVE SURVEY AND NOT HERE CONVEYED ONE ACRE ON THE N.W. CORNER WHICH WAS CONVEYED TO THE COUNTY OF LIVINGSTON FOR PUBLIC SCHOOL PURPOSES.

TRACT TWO:

ALSO THAT CERTAIN TRACT OF LAND ACQUIRED BY FIRST PARTY, SHERILL DRISKILL BY DEED FROM LIVINGSTON CO. BOARD OF EDUCATION DATED 6TH DAY OF JANUARY 1939, OF RECORD IN D.B. 62, P. 151, LIVINGSTON COUNTY CLERK'S OFFICE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: SITUATED IN LIVINGSTON COUNTY, KY. ABOUT TWO MILES SOUTH OF LUKE, KENTUCKY AND ON THE N.W. COR. OF THE TRACT OF LAND NOW OWNED BY SHERILL DRISKILL, ON WHICH TRACT THE GREEN VALLEY SCHOOL HOUSE ORIGINALLY STOOD AND SAID TRACT HERE MEANT TO BE CONVEYED CONTAINS ONE ACRE AND BEING THE SAME TRACT OF LAND CONVEYED IN THE LIVINGSTON COUNTY BOARD OF EDUCATION BY R. L. SAUVAGE AND ON RECORD IN D.B. 44, PAGE 336, RECORDS OF LIVINGSTON COUNTY CLERKS OFFICE.

THERE IS EXCEPTED FROM THE FOREGOING DESCRIBED TRACTS OF LAND THAT CERTAIN PORTION HERETOFORE CONVEYED TO THE COMMONWEALTH OF KENTUCKY, FOR THE USE AND BENEFIT OF THE DEPT. OF HIGHWAYS ACTING IN ITS OFFICIAL CAPACITY, BY COMMISSIONER'S DEED DATED JANUARY 11, 1971, AND DULY RECORDED IN DEED BOOK 110, PAGE 43, LIVINGSTON COUNTY COURT CLERK'S OFFICE, WHICH CONTAINS 14.6 ACRES MORE OR LESS, AND REFERENCE IS NOW MADE THERETO FOR A MORE PARTICULAR DESCRIPTION THEREOF. THE TRACTS OF LAND HEREBY CONVEYED TO SECOND PARTY CONTAINS 86.4 ACRES, MORE OR LESS.

TAX I.D. NUMBER: XXXXXXXXXX

BEING THE SAME PROPERTY CONVEYED TO J. R. ROBERTSON AND WIFE, NELLIE J. ROBERTSON, GRANTEE, FROM JIM R. SMITH CONSTRUCTION CO., INC., BY JIM R. SMITH, PRESIDENT, GRANTOR, BY DEED RECORDED 03/07/1972, AS BOOK 112, PAGE 559 OF THE LIVINGSTON COUNTY RECORDS.

EXHIBIT 'B'

Exclusive Easement

COMMENCING at a Highway Monument (found) at the southeast corner of the J.R. and Nellie Robertson property (Deed Book 112 Page 559); thence, North 88 degrees 00 minutes 07 seconds West, 378.25 feet to an iron pin (found) at the Northeast corner of the herein described Exclusive Easement Area, this being the **TRUE POINT OF BEGINNING**;

Thence, South 25 degrees 03 minutes 10 seconds East, 100.00 feet to an iron pin (found);

Thence, South 64 degrees 56 minutes 50 seconds West, 100.00 feet to an iron pin (found);

Thence, North 25 degrees 03 minutes 10 seconds West, 100.00 feet to an iron pin (found);

Thence, North 64 degrees 56 minutes 50 seconds East, 100.00 feet to the **POINT OF BEGINNING**.
Containing 10,000.00 square feet, or 0.23 acres.

OWNER: J.R. ROBERTSON & WIFE NELLIE J.ROBERTSON

TAX ID: [REDACTED]

DEED REFERENCE: DEED BOOK 112 PAGE 559

EXHIBIT 'C'

Access and Utility Easement
NON-EXCLUSIVE GUY EASEMENT "1" DESCRIPTION

COMMENCING at a Highway Monument (found) at the southeast corner of the J.R. and Nellie Robertson property (Deed Book 112 Page 559); thence, North 72 degrees 36 minutes 51 seconds West, 510.42 feet to a point, this being the **TRUE POINT OF BEGINNING**;

Thence, South 25 degrees 03 minutes 54 seconds East, 172.41 feet to a point;

Thence, South 64 degrees 56 minutes 50 seconds West, 20.00 feet to a point;

Thence, North 25 degrees 03 minutes 54 seconds West, 172.40 feet to a point;

Thence, North 64 degrees 56 minutes 50 seconds East, 20.00 feet to the **POINT OF BEGINNING**.
Containing 3,448.05 square feet, or 0.08 acres.

NON-EXCLUSIVE GUY EASEMENT "2" DESCRIPTION

COMMENCING at a Highway Monument (found) at the southeast corner of the J.R. and Nellie Robertson property (Deed Book 112 Page 559); thence, South 66 degrees 51 minutes 05 seconds West, 586.90 feet to a point, this being the **TRUE POINT OF BEGINNING**;

Thence, North 35 degrees 13 minutes 36 seconds East, 172.37 feet to a point;

Thence, South 25 degrees 03 minutes 10 seconds East, 23.03 feet to a point;

Thence, South 35 degrees 13 minutes 36 seconds West, 160.96 feet to a point;

Thence, North 54 degrees 46 minutes 24 seconds West, 20.00 feet to the **POINT OF BEGINNING**.
Containing 3,333.32 square feet, or 0.08 acres.

NON-EXCLUSIVE GUY EASEMENT "3" DESCRIPTION

COMMENCING at a Highway Monument (found) at the southeast corner of the J.R. and Nellie Robertson property (Deed Book 112 Page 559); thence, South 70 degrees 52 minutes 35 seconds West, 189.79 feet to a point, this being the **TRUE POINT OF BEGINNING**;

Thence, South 04 degrees 54 minutes 29 seconds West, 20.00 feet to a point;

Thence, North 85 degrees 05 minutes 31 seconds West, 159.42 feet to a point;

Thence, North 25 degrees 03 minutes 10 seconds West, 23.08 feet to a point;

Thence, South 85 degrees 05 minutes 31 seconds East, 170.95 feet to the **POINT OF BEGINNING**.
Containing 3,303.67 square feet, or 0.08 acres.

**NON-EXCLUSIVE 20' ACCESS & UTILITY EASEMENT DESCRIPTION
(AS SURVEYED)**

COMMENCING at a Highway Monument (found) at the southeast corner of the J.R. and Nellie Robertson property (Deed Book 112 Page 559); thence, South 75 degrees 56 minutes 23 seconds West, 377.72 feet to a point, this being the **TRUE POINT OF BEGINNING**;

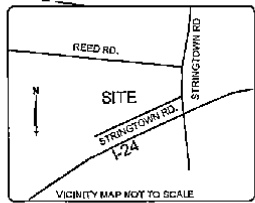
Thence, South 19 degrees 23 minutes 20 seconds East, 70.97 feet to a point;

Thence, South 65 degrees 09 minutes 33 seconds West, 20.09 feet to a point;

Thence, North 19 degrees 23 minutes 20 seconds West, 70.90 feet to a point;

Thence, North 64 degrees 56 minutes 50 seconds East, 20.10 feet to the **POINT OF BEGINNING**.

Containing 1,418.69 square feet, or 0.03 acres.



NON-EXCLUSIVE GUY EASEMENT "1" DATA

LINE	BEARING	DISTANCE
L9	S 25°03'54" E	172.41'
L10	S 64°56'50" W	20.00'
L11	N 25°03'54" W	172.40'
L12	N 64°56'08" E	20.00'

NON-EXCLUSIVE GUY EASEMENT "2" DATA

LINE	BEARING	DISTANCE
L13	N 35°13'39" E	172.37'
L14	S 25°03'10" E	23.03'
L15	S 35°13'39" W	180.86'
L16	N 64°46'24" W	20.00'

NON-EXCLUSIVE GUY EASEMENT "3" DATA

LINE	BEARING	DISTANCE
L17	S 04°54'29" W	20.00'
L18	N 85°05'31" W	159.42'
L19	N 25°03'10" W	23.08'
L20	S 85°05'31" E	170.95'

EXCLUSIVE EASEMENT AREA DATA

LINE	BEARING	DISTANCE
L1	S 25°03'10" E	100.00'
L2	S 64°56'50" W	100.00'
L3	N 25°03'10" W	100.00'
L4	N 64°56'50" E	100.00'

NON-EXCLUSIVE 20' ACCESS & UTILITY EASEMENT DATA

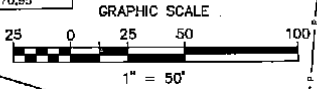
LINE	BEARING	DISTANCE
L5	S 15°23'20" E	70.97'
L6	S 65°09'33" W	20.09'
L7	N 15°23'20" W	70.90'
L8	N 64°56'50" E	20.10'

SURVEYOR'S NOTES

1. BASIS OF BEARING, KENTUCKY STATE PLANE COORDINATE SYSTEM (KY SINGLE ZONE).
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. UNLESS OTHERWISE NOTED, THERE WERE NO VISIBLE ENCROACHMENTS ONTO OR BEYOND THE SUBJECT PROPERTY.
4. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

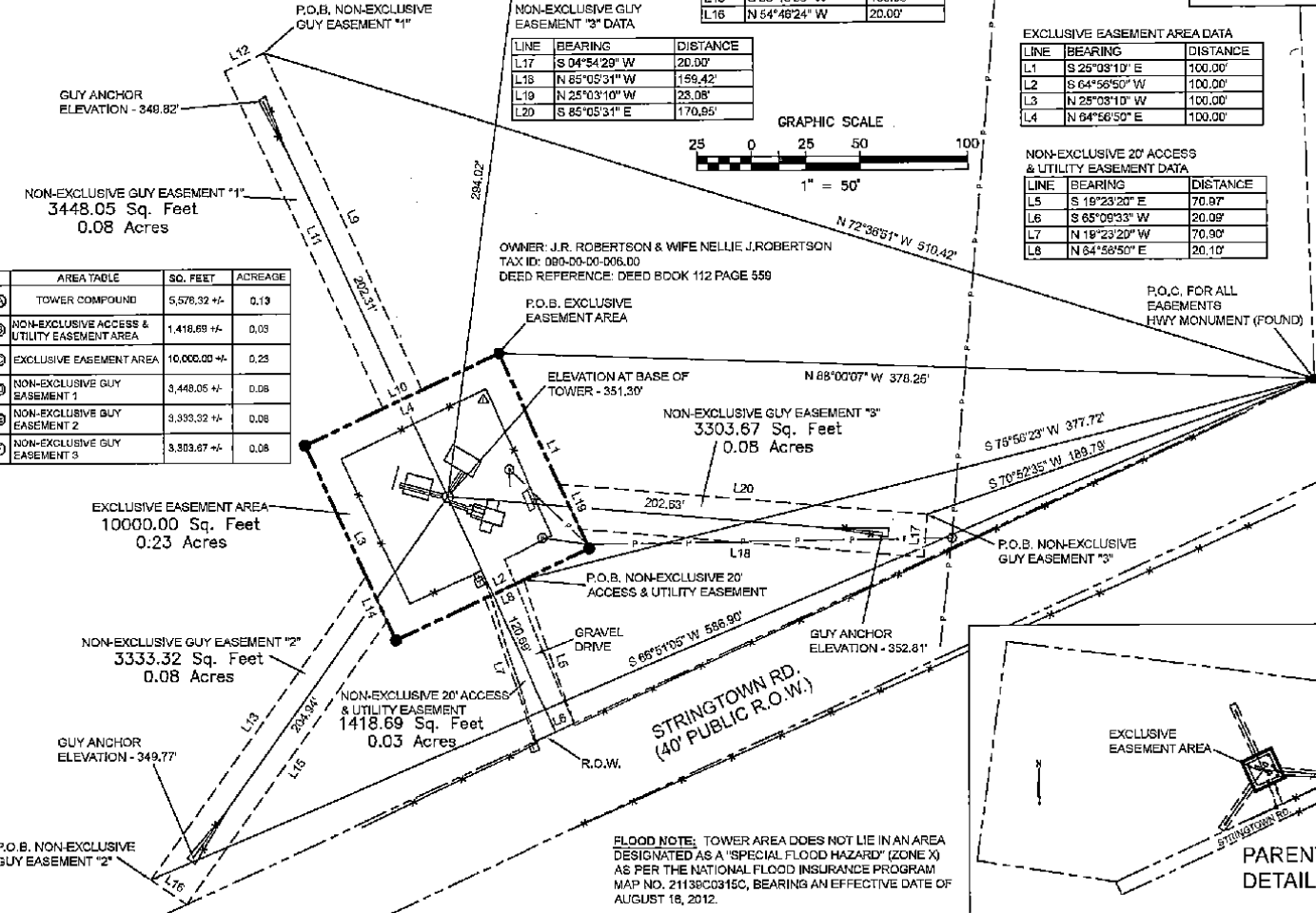
ZONING: NOT AVAILABLE

- LEGEND**
- HWY MONUMENT FOUND (FOUND)
 - IRON PIN (FOUND)
 - FENCE POST (FOUND)
 - IRON PIPE (FOUND)
 - BOLLARD
 - FLAGGED T-POST (FOUND)
 - ⊕ WOODEN FENCE POST
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R.O.W. RIGHT-OF-WAY
 - C.M.P. CORRUGATED METAL PIPE
 - FENCE AS NOTED
 - OVERHEAD POWER LINES
 - CENTERLINE
 - POWER POLE
 - ⊕ TELECOM PEDESTAL
 - ⊕ UTILITY BOX

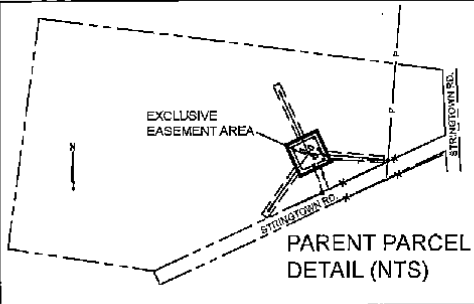


AREA TABLE	SQ. FEET	ACREAGE
① TOWER COMPOUND	5,578.32 +/-	0.13
② NON-EXCLUSIVE ACCESS & UTILITY EASEMENT AREA	1,418.69 +/-	0.03
③ EXCLUSIVE EASEMENT AREA	10,000.00 +/-	0.23
④ NON-EXCLUSIVE GUY EASEMENT 1	3,448.05 +/-	0.08
⑤ NON-EXCLUSIVE GUY EASEMENT 2	3,333.32 +/-	0.08
⑥ NON-EXCLUSIVE GUY EASEMENT 3	3,303.67 +/-	0.08

OWNER: J.R. ROBERTSON & WIFE NELLIE J. ROBERTSON
 TAX ID: 080-00-00-006.00
 DEED REFERENCE: DEED BOOK 112 PAGE 559



FLOOD NOTE: TOWER AREA DOES NOT LIE IN AN AREA DESIGNATED AS A "SPECIAL FLOOD HAZARD" (ZONE X) AS PER THE NATIONAL FLOOD INSURANCE PROGRAM MAP NO. 21138C0315C, BEARING AN EFFECTIVE DATE OF AUGUST 18, 2012.



AS-BUILT SURVEY

LIVINGSTON COUNTY, KY
 TAX ID: N/A
 SBA SITE #: KY07253-A
 SITE NAME: LAKE CITY 3, KY
 ADDRESS: 863 STRINGTOWN RD., GRAND RIVERS, KY 42045



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: SBA Properties, LLC, a Delaware limited liability company and Old Republic National Title Insurance Company (Title Commitment No. 01-15027104-011 Effective Date: 12-4-15 at 7:00 a.m.)

BRJ, LLC
 Jeffrey A. Leopard
 Jeffrey A. Leopard, P.E.
 LICENSED PROFESSIONAL LAND SURVEYOR

SURVEY WORK PERFORMED BY:

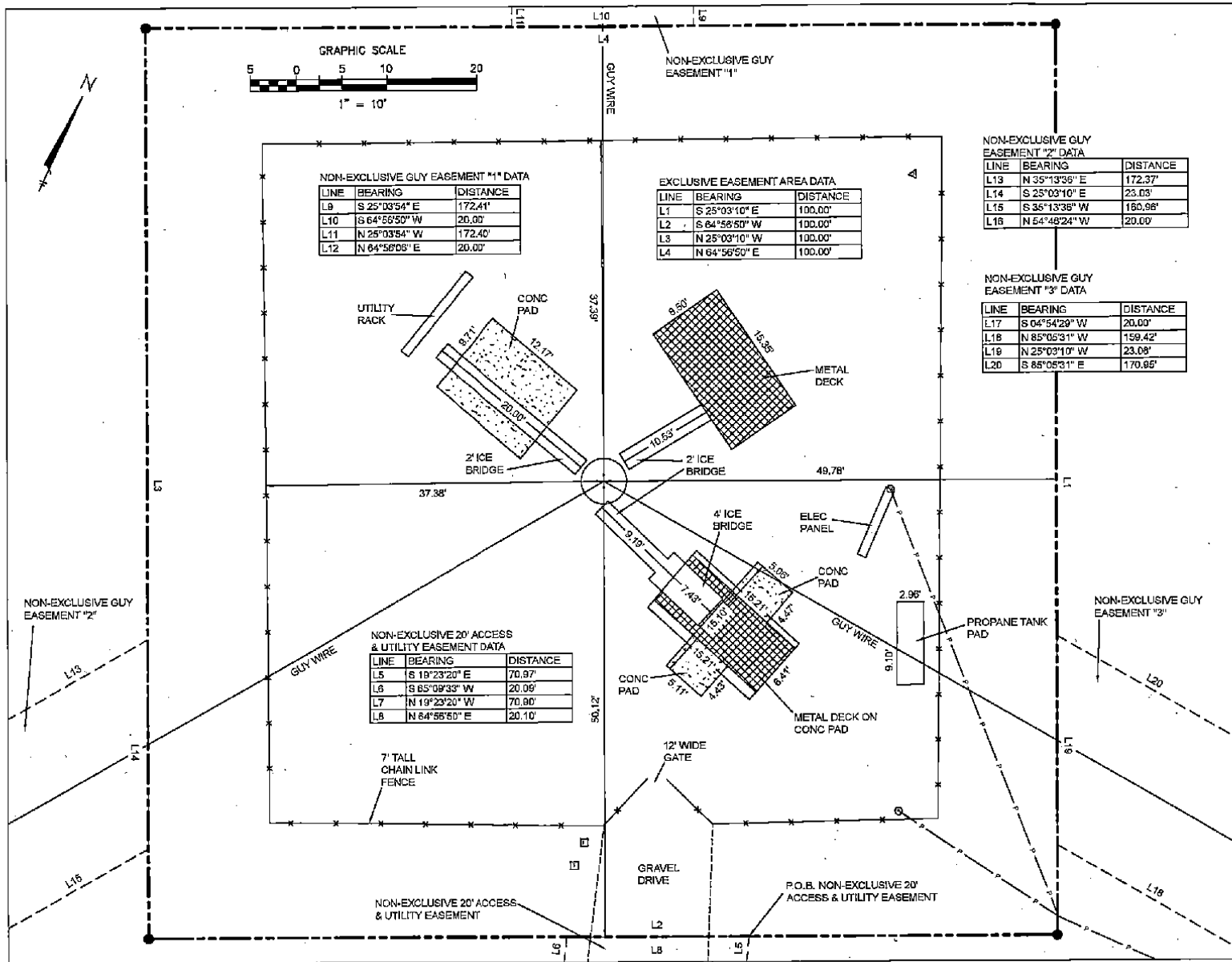


1188 City Pinnacle Rd., Jefferson, TN 37080
 Office: (615) 748-7400 Fax: (615) 751-0316
 www.b21hps.com "Providing Solutions with You in Mind!"

DRAWN BY: CB CHECKED BY: JL JOB #: 18-078
 NATIONAL SURVEYING SERVICES COORDINATED BY:



13430 NW 10th Terrace, Suite A, Alachua, FL 32015
 Office: (352) 418-0500 Fax: (352) 462-9988
 www.geolineinc.com



NON-EXCLUSIVE GUY EASEMENT #1 DATA

LINE	BEARING	DISTANCE
L9	S 25°03'54" E	172.41'
L10	S 64°56'50" W	20.00'
L11	N 25°03'54" W	172.40'
L12	N 64°56'08" E	20.00'

EXCLUSIVE EASEMENT AREA DATA

LINE	BEARING	DISTANCE
L1	S 25°03'10" E	100.00'
L2	S 64°58'50" W	100.00'
L3	N 25°03'10" W	100.00'
L4	N 64°58'50" E	100.00'

NON-EXCLUSIVE GUY EASEMENT #2 DATA

LINE	BEARING	DISTANCE
L13	N 35°13'36" E	172.37'
L14	S 25°03'10" E	23.03'
L15	S 35°13'36" W	160.98'
L16	N 64°48'24" W	20.00'

NON-EXCLUSIVE GUY EASEMENT #3 DATA

LINE	BEARING	DISTANCE
L17	S 04°54'29" W	20.00'
L18	N 85°05'31" W	159.42'
L19	N 25°03'10" W	23.08'
L20	S 85°05'31" E	170.95'

NON-EXCLUSIVE 20' ACCESS & UTILITY EASEMENT DATA

LINE	BEARING	DISTANCE
L5	S 18°23'20" E	70.97'
L6	S 85°08'33" W	20.09'
L7	N 19°23'20" W	70.90'
L8	N 84°56'50" E	20.10'

- LEGEND**
- HWY MONUMENT FOUND (FOUND)
 - IRON PIN (FOUND)
 - FENCE POST (FOUND)
 - IRON PIPE (FOUND)
 - BOLLARD
 - ⊗ FLAGGED T-POST (FOUND)
 - ⊕ WOODEN FENCE POST
 - P.O.B. POINT OF BEGINNING
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 - R.O.W. RIGHT-OF-WAY
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 - FENCE AS NOTED
 - OVERHEAD POWER LINES
 - CENTERLINE
 - ⊕ POWER POLE
 - ⊕ TELECOM PEDESTAL
 - ⊕ UTILITY BOX

AS-BUILT SURVEY
 LIVINGSTON COUNTY, KY
 TAX ID: N/A
 SBA SITE #: KY07253-A
 SITE NAME: LAKE CITY 3, KY
 ADDRESS: 863 STRINGTOWN RD.
 GRAND RIVERS, KY 42045



SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO: SBA Properties, LLC, a Delaware limited liability company and Old Republic National Title Insurance Company (Title Commitment No. 01-1807704-01T Effective Date: 12-4-18 at 7:00 a.m.)

JEFFREY A. LEOPARD
 LICENSED PROFESSIONAL LAND SURVEYOR
 Date: 9-25-18

SURVEY WORK PERFORMED BY:
 B2I Home & Property Solutions, LLC.

1190 Old Fennelle Rd. Johnson, TN 37080
 Office: (615) 746-7400 Fax: (615) 751-5318
 www.b2ipa.com "Providing Solutions with You in Mind!"
 DRAWN BY: CD CHECKED BY: JL JOB #: 18-0578
 NATIONAL SURVEYING SERVICES COORDINATED
GEOLINE SURVEYING, INC.
 13430 NW 104th Terrace, Suite A, Alachua, FL 32010
 Office: (352) 418-0500 Fax: (352) 452-8800
 WWW.GEOLINEINC.COM
 SHEET 2 OF 3

LIVINGSTON COUNTY
D251 PG596



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
F + 561.995.7626

sbasite.com

September 21, 2020

Kentucky Public Service Commission
P.O. Box 615
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

Re: Existing 310 ft. Guyed Tower
SBA Site # KY07238-A
SBA Site Name: Hickory 4, KY
135 Workman Rd
Hickory, KY 42051
Graves County
Latitude: 36.837694
Longitude: -88.667347

The Honorable Kentucky Public Service Commission:

This letter will summarize the results of our engineering determination on the adequacy of the above-referenced structure to safely support the antenna and equipment changed as noted below. Our engineering determination was based on an investigation of the antenna and equipment loading used in the recent previous passing structural analysis by GPD Group, Inc., (GPD Group, Inc., Project # 2019778.07238.09 dated 03/27/2019) and the new proposed equipment:

The following information was used in the determination:

- Tower Drawings prepared by World Tower, Job # Q00410 dated 08/03/2000
- Foundation Drawings prepared by World Tower, Job # Q00410 dated 08/03/2000
- Geotech Report prepared by Geotech Engineering & Testing, Inc., Job # 00176 dated 07/10/2000
- Modifications drawings prepared by GPD Group, Inc., Project # 2016778.07238.06 dated 04/06/2016
- Modifications drawings prepared by GPD Group, Inc., Project # 2019778.07238.09 dated 03/27/2019
- Structural Analysis Report by GPD Group, Inc., Project # 2019778.07238.09 dated 03/27/2019

Our engineering determination was based on a comparison of the antenna and equipment loading used in the original pole design and the new existing and proposed antenna configuration.

Analysis Criteria:

- 106 mph Ultimate Design Wind Speed, per ASCE 7-16 wind maps
- Exposure C
- Structural Category II
- Topography Category 1
- Crest Height of 0 ft.
- TIA-222-G Standard

EXHIBIT C

Final Antennas, Mounts and Transmission Lines

Information pertaining to the proposed carrier's final configuration of antennas and transmission lines was taken from the recent previous passing structural analysis by GPD Group, Inc., (GPD Group, Inc., Project # 2019778.07238.09 dated 03/27/2019).

Mount Elev. (ft)	CL Elev. (ft)	Type	Qty	Manufacturer	Model	Feed Line Size	Mount Type Qty.	Carrier
290	289	Panel	6	Swedcom	SC-6016 DIN	(12) 1-5/8"	(3) Sector Frames	[REDACTED]
		Panel	3	Antel	BXA-70080/8CFx2			
		Panel	3	Antel	BXA-185085/12CF			
		Dixplexer	6	RFS	FD9R6004/1C-3L			
270	270	Panel	3	Andrew	DBXLH-9090C-R2M	(12) 1-5/8" (3) 3/8" (4) 3/8" (2) 0.95"	(3) Sector Mounts [Commscope SFG2T-12-B]	AT&T
		Panel	6	Commscope	SBNHH-1D65C			
		Panel	6	Commscope	JAHH-65C-R3B			
		TMA	6	Andrew	ETD819G-12UB			
		RET	1	Andrew	ATC300-1000 RET			
		RRU	3	Ericsson	RRUS 11			
		RRU	3	Ericsson	RRUS-32			
		RRU	3	Ericsson	RRUS 8843 B2/B66			
		RRU	3	Ericsson	RRUS 4478 B5			
Other	3	Raycap	DC6-48-60-18-8F					
260	260	Panel	6	Andrew	TMBX-6517-R2M-2D	(12) 1-5/8"	(3) Sector Frames	[REDACTED]
		TMA	6	Andrew	ETT19VS12UB			
130	130	Dish	1	RFS	PADX6-U57AC	(1) E60	Pipe Mount	[REDACTED]

Conclusion

The guyed structure and the foundation will be structurally adequate with an additional 60 sq. ft. of wind loading at the 270' RAD center. The exact loading for the future equipment is not available at this time.

This PE Letter determination is based on the information outlined above. Deviation from the information will invalidate the determination and require further review.

If you have any questions, please do not hesitate to contact us.

Sincerely,



Nitesh Ahuja, P.E.

