

**COMMONWEALTH OF KENTUCKY
BEFORE THE 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.: 2020-00298
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF KNOX)

SITE NAME: FIGHTING CREEK

* * * * *

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

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

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

1. The complete name and address of the Applicant: New Cingular Wireless

PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4th Street, Suite 2400, Louisville, KY 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. Applicant is a limited liability company organized in the State of Delaware on October 20, 1994.

4. Applicant attests that it is in good standing in the state in which it is organized and further states that it is authorized to transact business in Kentucky.

5. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity is attached as part of **Exhibit A** pursuant to 807 KAR 5:001: Section 14(3).

6. 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.

7. 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.

8. To address the above-described service needs, Applicant proposes to construct a WCF at 0 Boone HGT Gregory Lane, Barbourville, KY 40906 (36° 51' 06.44" North latitude, 83° 52' 03.80" 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 Cumberland Gap Properties, LCC pursuant to a Deed recorded at Deed Book 409, Page 246 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**.

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

10. 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**.

11. 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**.

12. 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.

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

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

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

engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

16. 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.

17. 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**.

18. 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.

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

20. 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.

21. **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**.

22. 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.

23. 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**.

24. 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**.

25. The general area where the proposed facility is to be located is primarily commercial. The proposed tower site is located on a vacant parcel with existing vegetation.

26. 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**.

27. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area.

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

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

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Email: dpike@pikelegal.com

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

Respectfully submitted,



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

LIST OF EXHIBITS

- A - Certificate of Authority & 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
CERTIFICATE OF AUTHORITY & FCC LICENSE
DOCUMENTATION

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Authorization

Authentication number: 216299
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company authorized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 28th day of May, 2019, in the 227th year of the Commonwealth.



Alison Lundergan Grimes
Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
216299/0481848

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J. MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign KNLF251	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 06-02-2015	Effective Date 12-20-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channel Block A	Sub-Market Designator 15	
Market Name Louisville-Lexington-Evansvill			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLF251

File Number:

Print Date:

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLF251

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Patent
Relicensed
Wireless
Corp

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 05-27-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channel Block A	Sub-Market Designator 19	
Market Name Louisville-Lexington-Evansville			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

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

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Preferred License Corp

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA824	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 08-31-2018	Expiration Date 11-29-2021	Print Date
Market Number CMA453	Channel Block A	Sub-Market Designator 0	
Market Name Kentucky 11 - Clay			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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: WQGA824

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Proprietary Copy

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGD755	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number BEA047	Channel Block C	Sub-Market Designator 9	
Market Name Lexington, KY-TN-VA-WV			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD755

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Copyright

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



CONTRACTOR NOTES:
 IF INADVERTENT DISCOVERIES OF NATIVE AMERICAN CULTURAL MATERIALS OR HUMAN REMAINS ARE MADE DURING CONSTRUCTION, ALL WORK SHOULD CEASE AND POTENTIALLY AFFECTED TRIBES, AS WELL AS THE STATE HISTORIC PRESERVATION OFFICE SHOULD BE NOTIFIED IMMEDIATELY.

DIRECTIONS

FROM AT&T OFFICE: 462 S. 4TH STREET, SUITE 2400, LOUISVILLE, KY 40202
 GET ON I-64 E 1.0 MI, HEAD WEST ON W MUHAMMAD ALI BLVD TOWARD CATHEDRAL WAY 0.4 MI, TURN RIGHT ONTO S 9TH ST/ROY WILKINS AVE 0.3 MI, USE THE RIGHT LANE TO TAKE THE RAMP ONTO I-64 E 0.3 MI, FOLLOW I-64 E AND I-75 S TO LAUREL COUNTY, TAKE EXIT 29 FROM I-75 S 159 MI, MERGE ONTO I-64 E 0.9 MI, CONTINUE STRAIGHT TO STAY ON I-64 E (SIGNS FOR I-71/LXINGTON/CINCINNATI) 76.0 MI, KEEP RIGHT AT THE FORK TO CONTINUE ON I-75 S 82.2 MI, TAKE EXIT 29 FOR US-25E TOWARD CORBIN/BARBOURVILLE/US-25 0.3 MI, FOLLOW CUMBERLAND GAP PKWY/US-25 E S TO GREGORY LN IN KNOX COUNTY 19.1 MI, USE THE LEFT 2 LANES TO TURN LEFT ONTO CUMBERLAND GAP PKWY/US-25 E S 18.8 MI, TURN RIGHT ONTO TREUHAF BLVD 0.1 MI, CONTINUE ONTO TREMCO MANUFACTURING COMPANY RD 279 FT, TURN RIGHT ONTO GREGORY LN DESTINATION WILL BE ON THE LEFT.

FROM COUNTY SEAT: 401 COURT SQUARE #202, BARBOURVILLE, KY 40906
 HEAD NORTHWEST ON COURT SQUARE TOWARD N MAIN ST 0.1 MI, TURN RIGHT ONTO S MAIN ST 217 FT, TURN LEFT AT THE 1ST CROSS STREET ONTO DANIEL BOONE DR 0.5 MI, TURN RIGHT ONTO CUMBERLAND GAP PKWY 1.4 MI, TURN RIGHT ONTO TREUHAF BLVD 0.1 MI, CONTINUE ONTO TREMCO MANUFACTURING COMPANY RD 279 FT, TURN RIGHT ONTO GREGORY LN DESTINATION WILL BE ON THE LEFT.

DRAFTER NAME: CONNOR SHEEHAN PHONE: 919-674-5879



SCOPE OF WORK:

ZONING DRAWINGS FOR:
 CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.

SITE WORK: NEW TOWER,
 UNMANNED WALK IN CABINET ON A 10'-0"X17'-0" PLATFORM,
 GENERATOR ON A 10'-0"X17'-0" PLATFORM, AND UTILITY INSTALLATIONS.

NSB - RAWLAND ZONING DRAWINGS



FA #:
14892270

SITE NAME:
FIGHTING CREEK

SITE ADDRESS:
**0 BOONE HGT GREGORY LANE
 BARBOURVILLE, KY 40906
 (KNOX COUNTY)**

CONTACT INFORMATION

FIRE DEPARTMENT: BARBOURVILLE FIRE DEPARTMENT
 PHONE: (606) 546-3400

POLICE DEPARTMENT: BARBOURVILLE POLICE DEPARTMENT
 PHONE: (606) 546-3411

SITE SUMMARY

SCOPE TYPE:	RAW-LAND
OCCUPANCY TYPE:	TELECOMMUNICATIONS
STRUCTURE HEIGHT:	195'
OVERALL HEIGHT:	199'
STRUCTURE TYPE:	MONOPOLE
LATITUDE:	36° 51' 06.44" N (36.851789)
LONGITUDE:	-83° 52' 03.80" W (-83.867722)
JURISDICTION:	KENTUCKY PUBLIC SERVICE COMMISSION
COUNTY:	KNOX
POWER COMPANY:	BARBOURVILLE UTILITIES
TELCO COMPANY:	WINDSTREAM

PROJECT DIRECTORY

APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
PROJECT MANAGER:	MASTEC NETWORK SOLUTIONS 1975 JOE B JACKSON PARKWAY MURFREESBORO, TN 371127 CODY KNOX PHONE: (318) 355-6599
SITE DESIGN:	MASTEC ENGINEERING, PLLC 507 AIRPORT BLVD, SUITE 111 MORRISVILLE, NC 27560 CONTACT: RAPHAEL MOHAMED PHONE: (919) 674-5895

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, THEREFORE HANDICAP ACCESS IS NOT REQUIRED. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED. NO WORK SHALL COMMENCE WITHOUT THE APPROVED TOWER/ANTENNA MOUNT STRUCTURAL ANALYSIS REPORT SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER UNDER SEPARATE COVER.

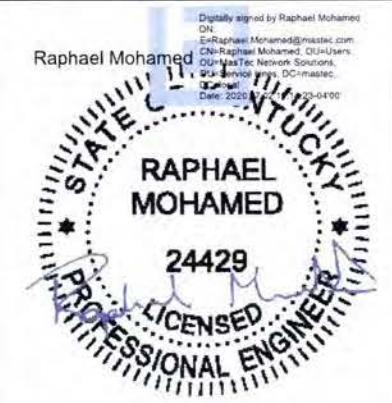
CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- 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
- 2018 KBC
- 2014 NEC

SHEET INDEX

SHEET	DESCRIPTION	REV.	REV. DATE
T-1	TITLE SHEET	0	07/02/2020
1	SITE SURVEY		
2	SITE SURVEY		
B-1	500' RADIUS AND ABUTTERS MAP	0	07/02/2020
C-1	OVERALL SITE LAYOUT	0	07/02/2020
C-2	COMPOUND LAYOUT	0	07/02/2020
C-3	TOWER ELEVATION	0	07/02/2020



07/02/2020
 RAPHAEL MOHAMED, P.E.
 KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
07/02/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
 CHECKED BY: CZB
 APPVD BY: RM
 MNS PROJECT NO: 21352

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PREPARED FOR:

PREPARED BY:

507 AIRPORT BLVD, SUITE 111
 MORRISVILLE, NC 27560

SITE NAME:
FIGHTING CREEK

FA LOCATION:
14892270

SITE ADDRESS:
**0 BOONE HGT GREGORY LANE
 BARBOURVILLE, KY 40906**

SHEET TITLE
TITLE SHEET

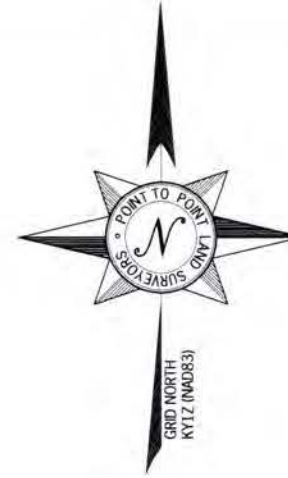
SHEET NUMBER
T-1

SUBJECT PROPERTY

OWNER: CUMBERLAND GAP PROPERTIES, LLC
 SITE ADDRESS: GREGORY LANE, BARBOURVILLE, KY 40906
 PARCEL ID: 108-20-06-010.00
 AREA: 0.56 ACRES (PER TAX ASSESSOR)
 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS
 REFERENCE: DEED BOOK 409 PAGE 246

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:
 POSITIONAL ACCURACY: 0.04 FEET (HORZ) 0.17 FEET (VERT)
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
 DATES OF SURVEY: 7-10-19
 DATUM / EPOCH: NAD_83(2011)EPOCH:2010.0000
 PUBLISHED / FIXED CONTROL USE: N/A
 GEOID MODEL: 12B
 COMBINED GRID FACTOR(S): 1.00002002 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
 CONVERGENCE ANGLE: 01°09'19.98"



VICINITY MAP
NOT TO SCALE

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, EXAMINED FROM 3/18/1975 EXAMINED THRU 6/12/2019, BEING FILE NO. 63454-KY1906-5030, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.
 (NO EXCEPTIONS APPLICABLE TO SURVEY)

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF AT&T AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THE FIELD DATA UPON WHICH THIS SPECIFIC PURPOSE SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS NOT ADJUSTED FOR CLOSURE.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. (DATE OF LAST FIELD VISIT: 7-10-19)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (KY12 NAD 83).

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 21121C0255F DATED: 03/16/2015

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

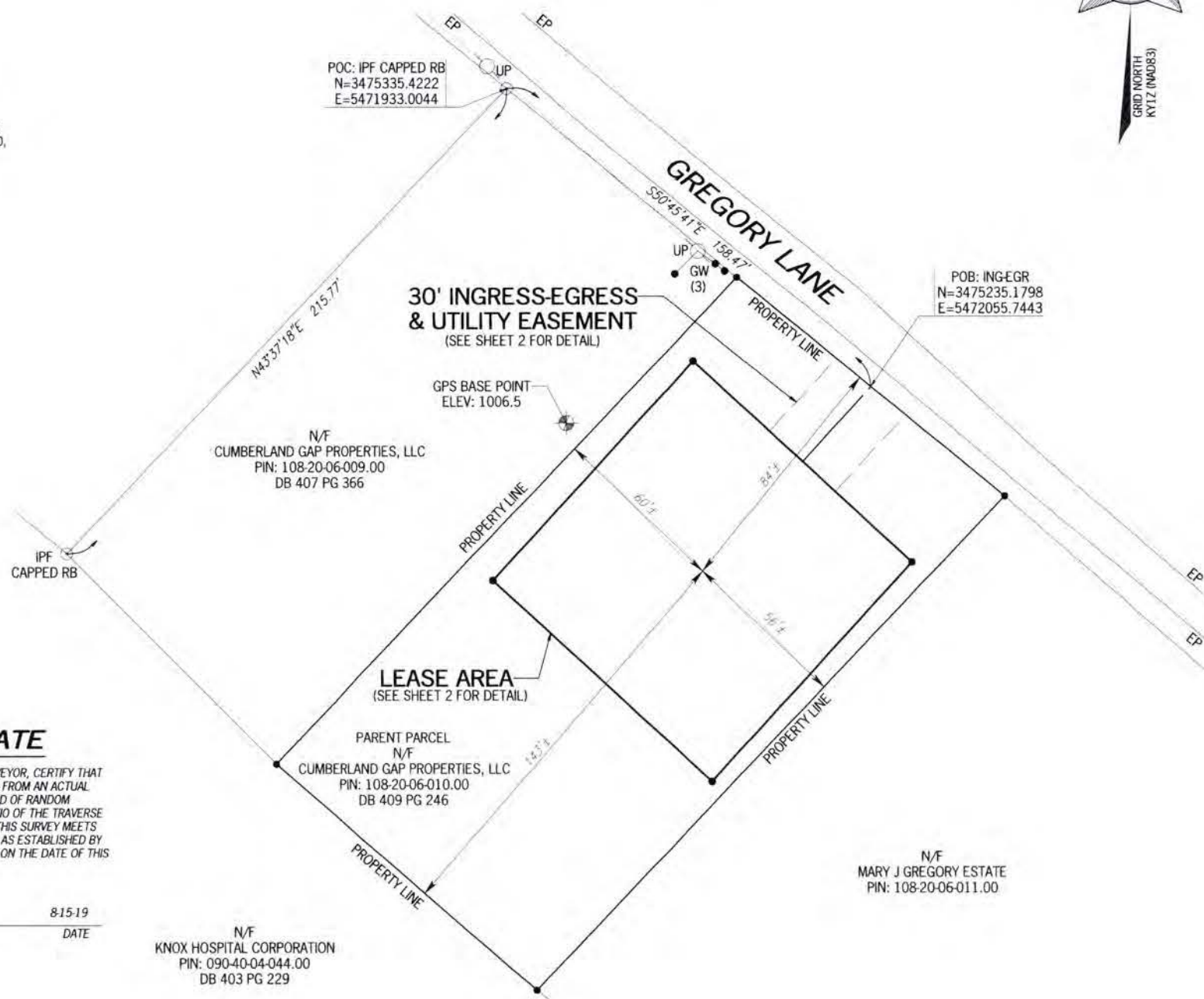
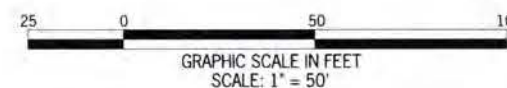
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

SURVEY NOT VALID WITHOUT SHEET 2 OF 2



**Know what's below.
Call before you dig.**



SURVEYOR'S CERTIFICATE

I, G. DARRELL TAYLOR, A KENTUCKY PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. THE UNADJUSTED PRECISION RATIO OF THE TRAVERSE EXCEEDED 1:10,000 AND WAS NOT ADJUSTED FOR CLOSURE. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR AN URBAN SURVEY AS ESTABLISHED BY THE STATE OF KENTUCKY, PER 201 KAR 18:150 AND IN EFFECT ON THE DATE OF THIS SURVEY.

G. Darrell Taylor
 G. DARRELL TAYLOR, PLS 4179
 8-15-19
 DATE

N/F
 KNOX HOSPITAL CORPORATION
 PIN: 090-40-04-044.00
 DB 403 PG 229

PARENT PARCEL
 N/F
 CUMBERLAND GAP PROPERTIES, LLC
 PIN: 108-20-06-010.00
 DB 409 PG 246

N/F
 MARY J GREGORY ESTATE
 PIN: 108-20-06-011.00

N/F
 CUMBERLAND GAP PROPERTIES, LLC
 PIN: 108-20-06-009.00
 DB 407 PG 366

30' INGRESS-EGRESS & UTILITY EASEMENT
 (SEE SHEET 2 FOR DETAIL)

GPS BASE POINT
 ELEV: 1006.5

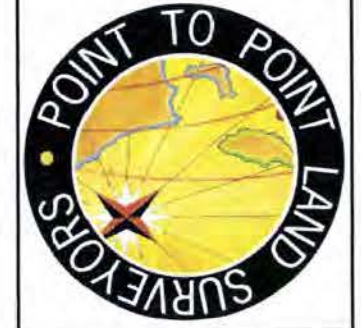
POC: IPF CAPPED RB
 N=3475335.4222
 E=5471933.0044

POB: ING-EGR
 N=3475235.1798
 E=5472055.7443

STATE of KENTUCKY
 G. DARRELL TAYLOR
 4179
 LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
 100 Governors Trace, Ste. 103
 Peachtree City, GA 30269
 (p) 678.565.4440 (f) 678.565.4497
 (w) pointpointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



FIGHTING CREEK

KNOX COUNTY, KENTUCKY

DRAWN BY: GSH
 CHECKED BY: JKL
 APPROVED: D. MILLER
 DATE: AUGUST 15, 2019
 P2P JOB #: 193546KY

SHEET:
1
 OF 2

- LEGEND**
- POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - IPS IRON PIN SET
 - IPF IRON PIN FOUND
 - UP UTILITY POLE
 - FH FIRE HYDRANT
 - EP EDGE OF PAVEMENT
 - BC BACK OF CURB
 - CU OVERHEAD UTILITY
 - G GUY WIRE ANCHOR
 - TR TRANSFORMER
 - CLF CHAIN LINK FENCE
 - N/F NOW OR FORMERLY

E:\Workshop\Point To Point\P2P - Current Jobs\2019\193546KY\Fighting Creek\193546KY.dwg

30' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 15 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN KNOX COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF CUMBERLAND GAP PROPERTIES, LLC, AS RECORDED IN DEED BOOK 409 PAGE 246, KNOX COUNTY RECORDS, KNOX COUNTY, KENTUCKY, AND BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CAPPED REBAR FOUND ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF GREGORY LANE AT THE NORTHERNMOST CORNER OF THE LANDS OF CUMBERLAND GAP PROPERTIES, LLC AS RECORDED IN DEED BOOK 407 PAGE 366, SAID REBAR HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3475335.4222, E: 5471933.0044; THENCE RUN ALONG SAID RIGHT-OF-WAY, SOUTH 50°45'41" EAST, 158.47 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3475235.1798, E: 5472055.7443 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING, SOUTH 42°32'03" WEST, 34.11 FEET TO THE ENDING AT A POINT ALONG A LEASE AREA.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN KNOX COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF CUMBERLAND GAP PROPERTIES, LLC, AS RECORDED IN DEED BOOK 409 PAGE 246, KNOX COUNTY RECORDS, KNOX COUNTY, KENTUCKY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CAPPED REBAR FOUND ALONG THE SOUTHWESTERN RIGHT-OF-WAY OF GREGORY LANE AT THE NORTHERNMOST CORNER OF THE LANDS OF CUMBERLAND GAP PROPERTIES, LLC AS RECORDED IN DEED BOOK 407 PAGE 366, SAID REBAR HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3475335.4222, E: 5471933.0044; THENCE RUN ALONG SAID RIGHT-OF-WAY, SOUTH 50°45'41" EAST, 158.47 FEET TO A POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3475235.1798, E: 5472055.7443; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING, SOUTH 42°32'03" WEST, 34.11 FEET TO A POINT ALONG A LEASE AREA; THENCE ALONG SAID LEASE AREA, SOUTH 47°27'57" EAST, 50.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 42°32'03" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 47°27'57" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 42°32'03" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 47°27'57" EAST, 100.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON KENTUCKY GRID NORTH, NAD83, SINGLE ZONE.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

PARENT PARCEL

(PER US TITLE SOLUTIONS FILE NO. 63454-KY1906-5030)

BEGINNING ON THE EAST LINE OF SAID KNOX COUNTY FAIR ASSOCIATION AT THE SOUTH WEST CORNER OF A LOT CONVEYED BY JOSHIA SMITH TO EMILY ELLIS; THENCE WITH HER LINE IN AN EASTERN DIRECTION 210 FEET TO AN ALLEY EIGHT FEET FROM JACOB GOSHENE LINE; THENCE PARALLEL WITH SAID ALLEY AND FAIR GROUND LINE NEAR 40 MORE OR LESS FEET TO A STAKE; THENCE PARALLEL WITH THE FIRST LINE 210 FEET TO A STAKE; THENCE PARALLEL WITH THE SECOND TO THE S.E. CORNER OF SAID FAIR GROUND AND WITH SAME IS ALL ___ FEET TO THE BEGINNING.

LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- UP UTILITY POLE
- FH FIRE HYDRANT
- EP EDGE OF PAVEMENT
- BC BACK OF CURB
- OU OVER-HEAD UTILITY
- G GLY WIRE ANCHOR
- TR TRANSFORMER
- CLF CHAIN LINK FENCE
- N/F NOW OR FORMERLY

SITE INFORMATION

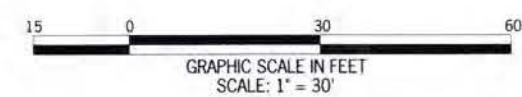
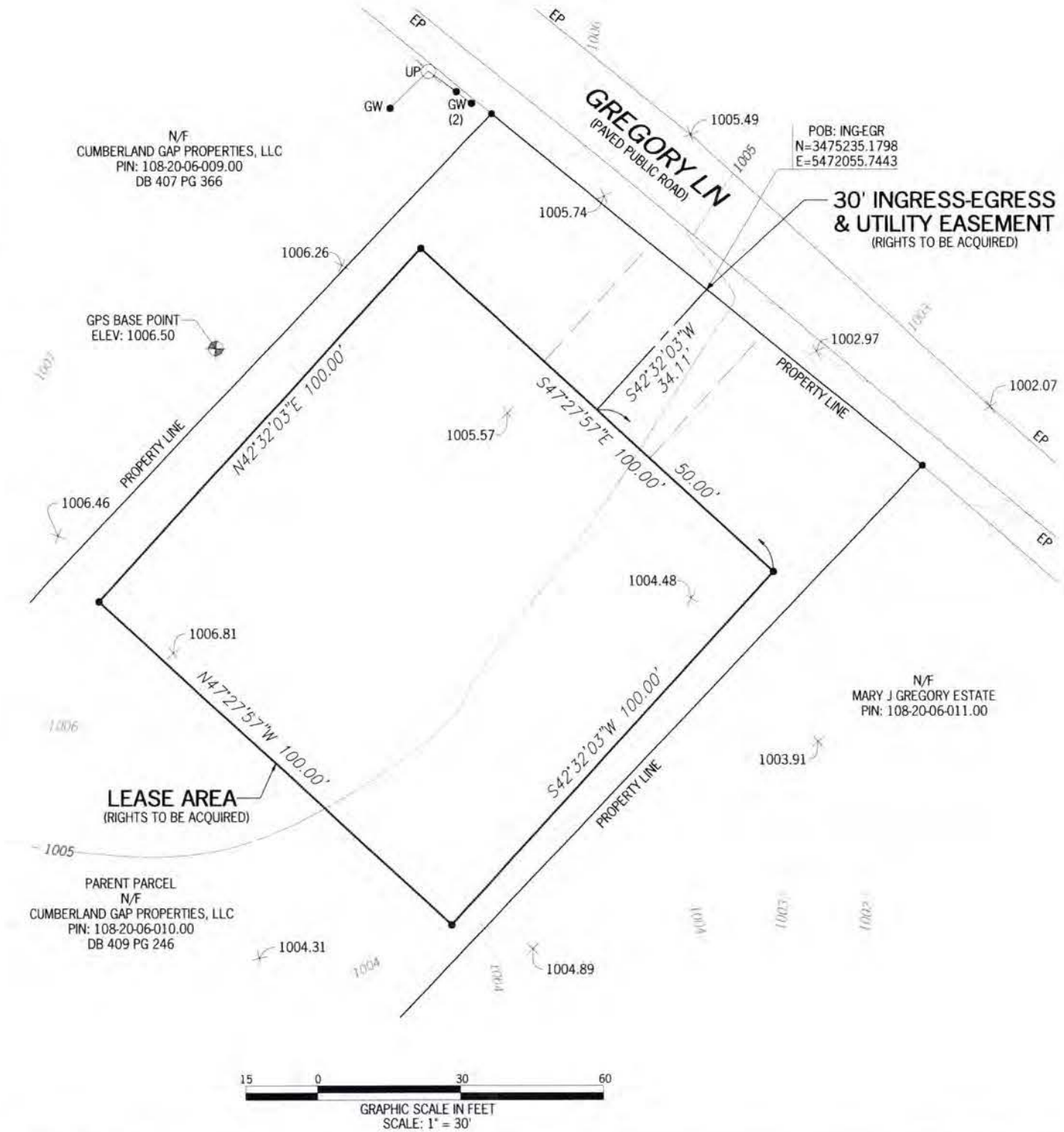
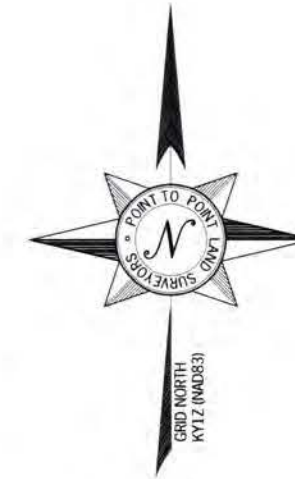
LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 36°51'06.44" (NAD 83) (36.851789°)
LONGITUDE = 83°52'03.80" (NAD 83) (-83.867722°)

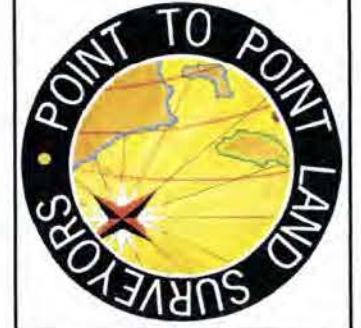
ELEVATION AT CENTER OF LEASE AREA = 1005.4' A.M.S.L.

STATE of KENTUCKY
G. DARRELL TAYLOR
4179
LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION



* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:



FIGHTING CREEK

KNOX COUNTY, KENTUCKY

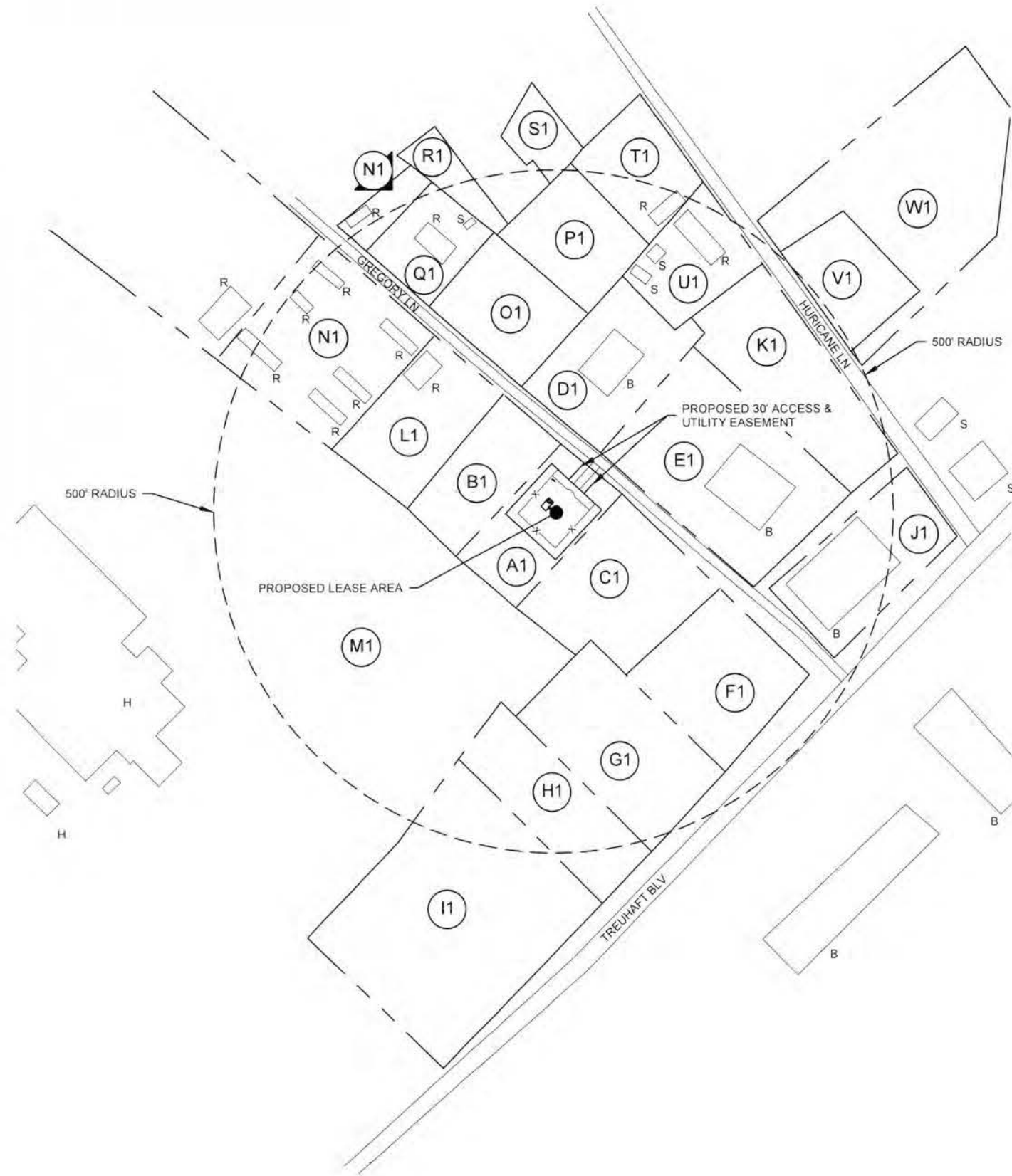
DRAWN BY: GSH	SHEET:
CHECKED BY: JKL	2
APPROVED: D. MILLER	OF 2
DATE: AUGUST 15, 2019	
P2P JOB #: 193546KY	

SURVEY NOT VALID WITHOUT SHEET 1 OF 2

E:\Dropbox (Point To Point)\P2P - Current - Jobs\2019\193546KY\Fighting Creek\193546KY.pro

GENERAL NOTES:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERK'S OFFICE ON 05/29/20 AND RE-VERIFIED ON 07/02/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
3. NOT FOR RECORDING OR PROPERTY TRANSFER



500' RADIUS AND ABUTTERS MAP
11"x17" SCALE: 1"=200'-0"

A1	PARCEL ID: 108-20-06-010.00 CUMBERLAND GAP PROPERTIES LLC PO BOX 128 BARBOURVILLE KY 40906
B1	PARCEL ID: 108-20-06-009.00 CUMBERLAND GAP PROPERTIES PO BOX 128 BARBOURVILLE KY 40906
C1	PARCEL ID: 108-20-06-011.00 GREGORY MARY J -ESTATE- C/O AGNES BARTLESON 619 LOGAN AVE DANVILLE KY 40422
D1	PARCEL ID: 108-20-05-009.01 CHADWELL DEBORAH 1914 KY 1803 BARBOURVILLE KY 40906
E1	PARCEL ID: 108-20-05-009.00 CHADWELL DEBBIE 1956 KY 1803 BARBOURVILLE KY 40906
F1	PARCEL ID: 108-20-06-012.00 CUMBERLAND GAP PROPERTIES PO BOX 128 BARBOURVILLE KY 40906
G1	PARCEL ID: 108-20-07-006.00 CUMBERLAND GAP PROPERTIES PO BOX 128 BARBOURVILLE KY 40906
H1	PARCEL ID: 108-20-07-007.01 COUNTY OF KNOX PO BOX 173 BARBOURVILLE KY 40906
I1	PARCEL ID: 108-20-07-007.02 RMS PROPERTIES 291 DAKOTA TRAIL BARBOURVILLE KY 40906
J1	PARCEL ID: 108-20-05-007.00 DAVIS MARY 1956 KY 1803 BARBOURVILLE KY 40906
K1	PARCEL ID: 108-20-05-006.00 POTTER MAGGIE MITCHELL EST C/O DORA HARPER 154 HURRICANE LN BARBOURVILLE KY 40906
L1	PARCEL ID: 108-20-05-010.00 POWELL CLIFFORD K 504 ROTHBURY LN LOUISVILLE KY 40242
M1	PARCEL ID: 090-40-04-044.00 KNOX HOSPITAL CORPORATION 80 HOSPITAL DR BARBOURVILLE KY 40906
N1	PARCEL ID: 108-20-06-005.00 WARREN SHERISHA G J & JONATHAN B R B BIGE & PHYLLIS WARREN HOLD LIFE ESTATE 461 ROARING FK RD WALKER KY 40997
O1	PARCEL ID: 108-20-05-010.00 POWELL CLIFFORD K 504 ROTHBURY LN LOUISVILLE KY 40242
P1	PARCEL ID: N/A NOT AVAILABLE AT THIS TIME
Q1	PARCEL ID: 108-20-05-011.00 BUCHANAN WILLIAM T 215 HIGH ST BARBOURVILLE KY 40906

R1	PARCEL ID: 108-20-05-014.05 JORDAN MARGARET ETAL C/O JUANITA PETERS 83 CACTUS LN BARBOURVILLE KY 40906
S1	PARCEL ID: 108-20-05-014.06 PETERS BRYAN SCOTT 83 CACTUS LN BARBOURVILLE KY 40906
T1	PARCEL ID: 108-20-05-004.00 HARPER DORA MAE & JAMES 154 HURRICANE LN BARBOURVILLE KY 40906
U1	PARCEL ID: 108-20-05-005.00 HARPER JAMES R & DORA MAE 154 HURRICANE LN BARBOURVILLE KY 40906
V1	PARCEL ID: 108-20-04-013.00 G & M OIL COMPANY INC 76 OLD 25E BARBOURVILLE KY 40906
W1	PARCEL ID: 108-20-04-014.00 EAST BARBOURVILLE COMMUNITY CEMETERY BARBOURVILLE, KY. 40906

EXISTING BUILDINGS
B=BARN
C=CHURCH
G=GARAGE
H=HOSPITAL
R=RESIDENCE
S=SHED



07/02/2020
RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
07/02/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
CHECKED BY: C2B
APPVD BY: RM
MNS PROJECT NO: 21352

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SITE NAME:
FIGHTING CREEK

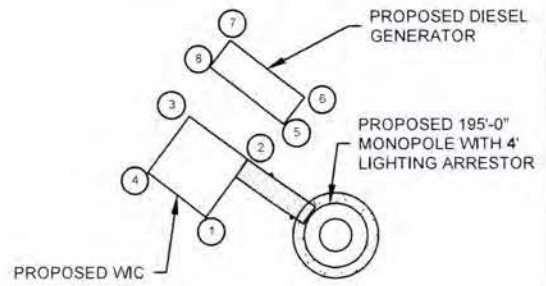
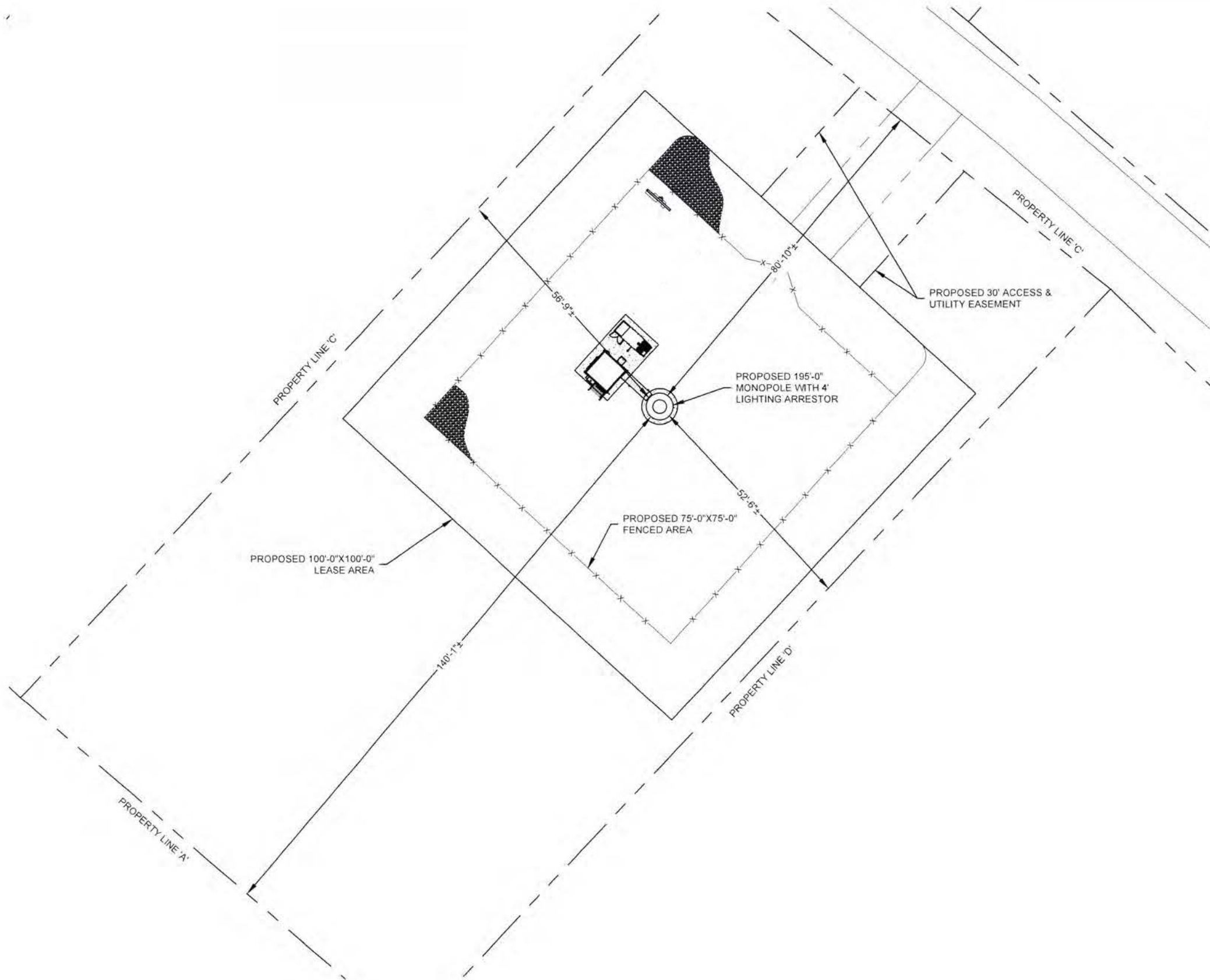
FA LOCATION:
14892270

SITE ADDRESS:
**0 BOONE HGT GREGORY LANE
BARBOURVILLE, KY 40906**

SHEET TITLE
**500' RADIUS AND
ABUTTERS MAP**

SHEET NUMBER
B-1





PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	138±
D	2	67±
C	3	82±
B	4	42±
A	5	149±
D	6	66±
C	7	74±
B	8	40±

EQUIPMENT ENLARGMENT
NOT TO SCALE



07/02/2020
RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
07/02/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
CHECKED BY: CZB
APPVD BY: RM
MNS PROJECT NO: 21352

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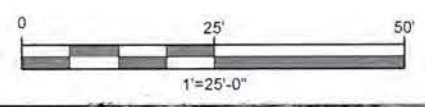
SITE NAME:
FIGHTING CREEK

FA LOCATION:
14892270

SITE ADDRESS:
**0 BOONE HGT GREGORY LANE
BARBOURVILLE, KY 40906**

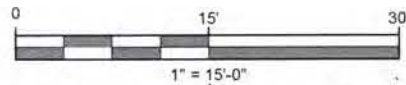
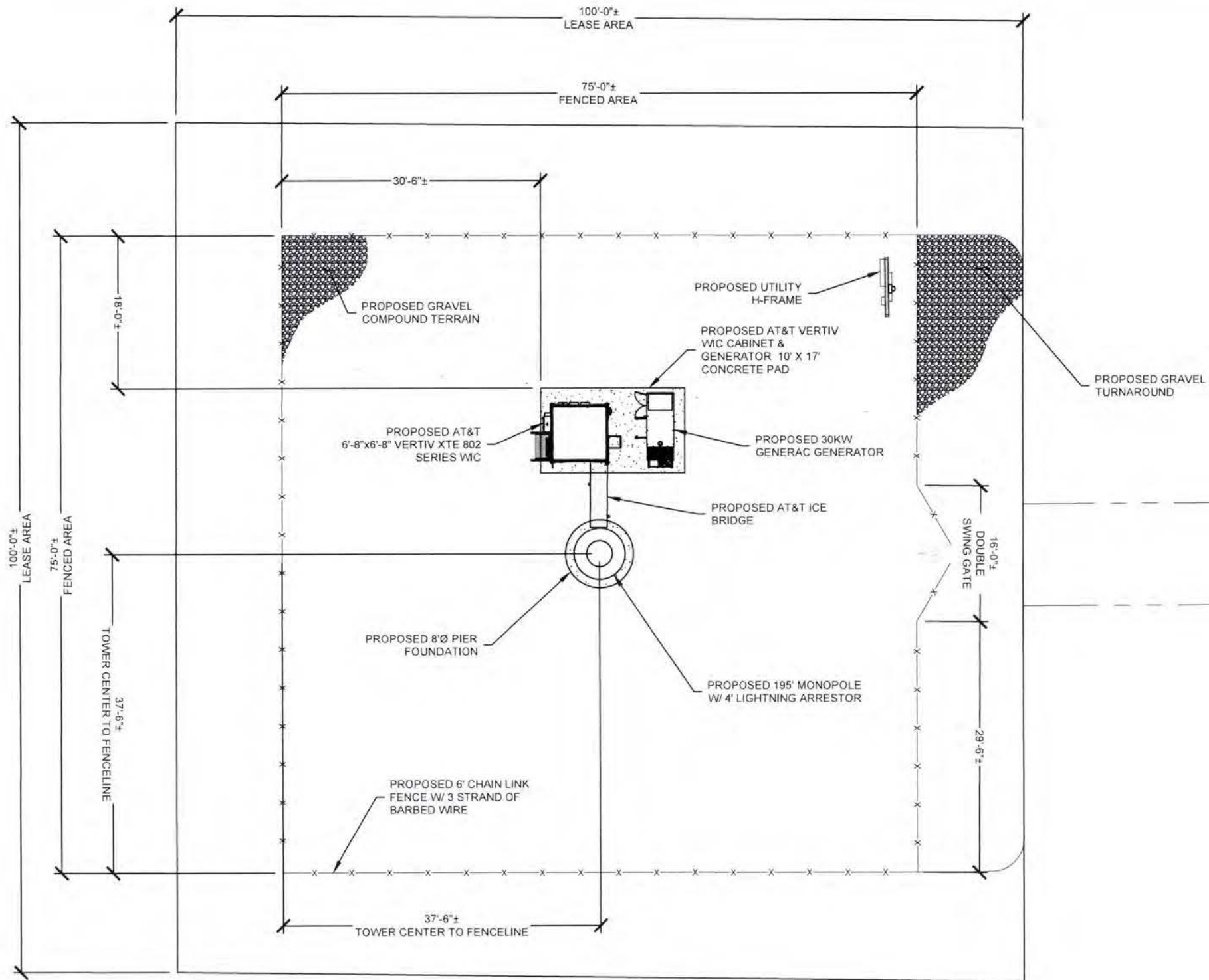
SHEET TITLE
OVERALL SITE LAYOUT

SHEET NUMBER
C-1



OVERALL SITE LAYOUT
11"x17" SCALE: 1"=25'-0"





COMPOUND LAYOUT

11"x17" SCALE: 1" = 15'-0"



07/02/2020

RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
07/02/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
 CHECKED BY: CZB
 APPVD BY: RM
 MNS PROJECT NO: 21352

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY BY NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED THE WHOLE OR ANY PART OF THESE DRAWINGS WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR:



PREPARED BY:



SITE NAME:

FIGHTING CREEK

FA LOCATION:

14892270

SITE ADDRESS:

**0 BOONE HGT GREGORY LANE
BARBOURVILLE, KY 40906**

SHEET TITLE

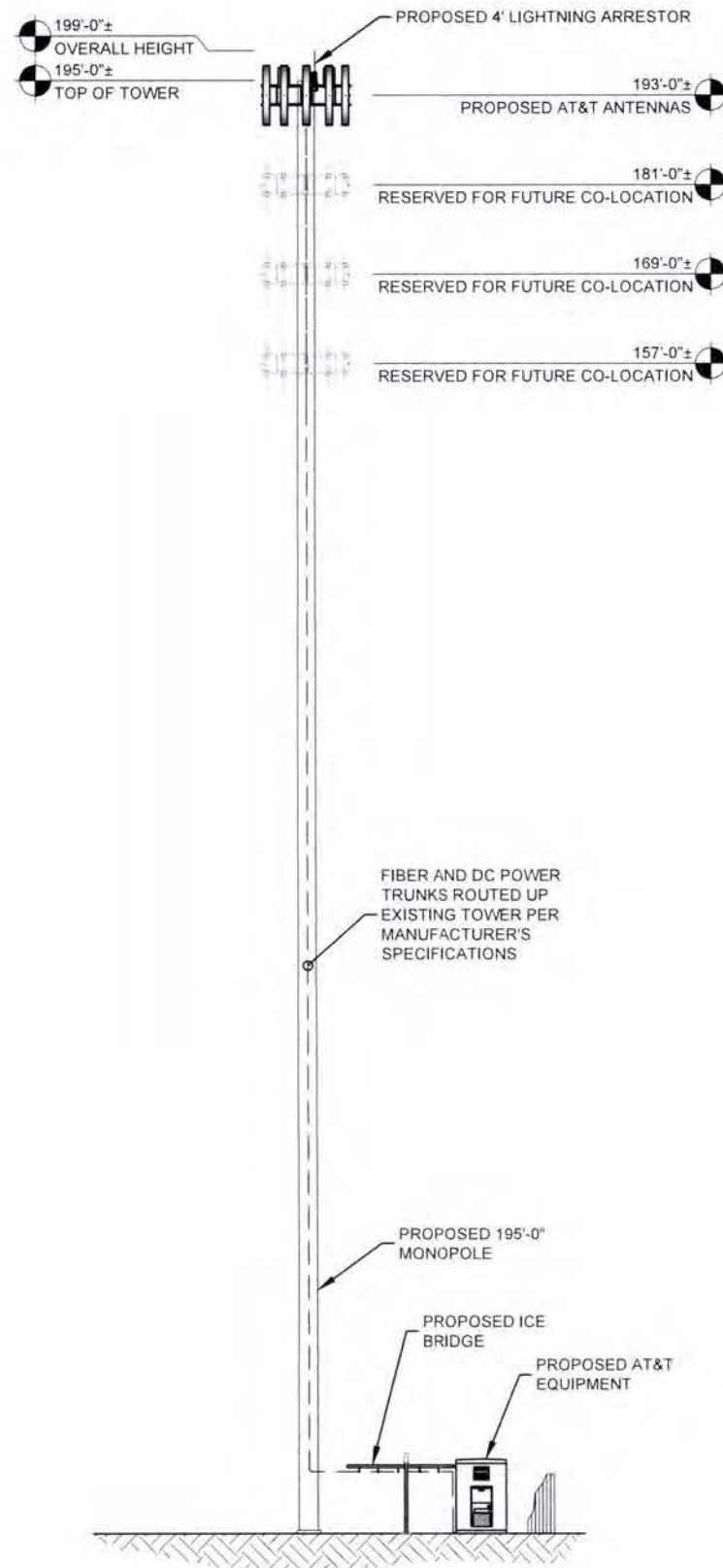
COMPOUND LAYOUT

SHEET NUMBER

C-2

TOWER NOTES:

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



TOWER ELEVATION
 11"x17" SCALE: 1"=25'-0"



07/02/2020
 RAPHAEL MOHAMED, P.E.
 KENTUCKY LIC. NO. 24429

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
07/02/2020	CONSTRUCTION	0	RM

DRAWN BY: CTS
 CHECKED BY: CZB
 APPVD BY: RM
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PREPARED FOR:



PREPARED BY:



SITE NAME:

FIGHTING CREEK

FA LOCATION:

14892270

SITE ADDRESS:

**0 BOONE HGT GREGORY LANE
 BARBOURVILLE, KY 40906**

SHEET TITLE

TOWER ELEVATION

SHEET NUMBER

C-3

EXHIBIT C
TOWER AND FOUNDATION DESIGN



August 20th, 2020

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

RE: Site Name – Fighting Creek
Proposed Cell Tower
36 51 6.44 North Latitude, 83 52 3.8 West Longitude

Dear Commissioners:

The Project / Construction Manager for the proposed new communications facility will be Sean Sheehan. His contact information is (610) 312-1001 or sean.sheehan@mastec.com

Sean 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 blue ink, appearing to read "Sean Sheehan".

Sean Sheehan, Sr. Project Manager – Tennessee/Kentucky Market
MasTec Network Solutions
(610) 312-1001



Structural Design Report
195' Monopole
Site: Fighting Creek, KY
Site Number: FA #14892270

Prepared for: AT&T
by: Sabre Industries™

Job Number: 467002

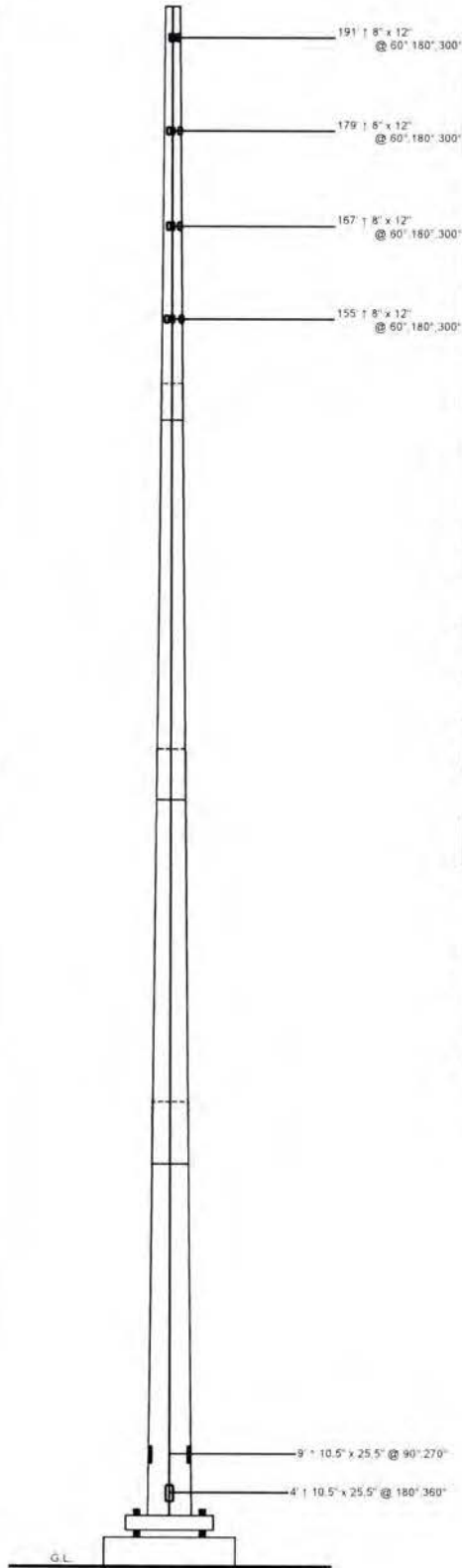
September 3, 2020

Monopole Profile.....	1
Foundation Design Summary.....	2
Pole Calculations.....	3-14
Foundation Calculations.....	15-16



Digitally Signed By Robert Beacom
DN: c=US, st=Texas, l=Alvarado, o=SABRE INDUSTRIES, INC., cn=Robert Beacom, email=rebeacom@sabreindustries.com Date: 2020.09.03 16:35:06

Length (ft)	53'-3"	53'-6"	53'-0"
Number Of Sides	18		
Thickness (in)	1/2"	7/16"	5/16"
Lap Splice (ft)	8'-0"	6'-6"	A
Top Diameter (in)	54.6"	43.52"	32.05"
Bottom Diameter (in)	68.59"	57.58"	46.1"
Taper (in/ft)		0.2627	
Grade		A572-65	
Weight (lbs)	20898	13431	10356
Overall Steel Height (ft)		194	5446



Designed Appurtenance Loading

Elev	Description	Tx-Line
193	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
181	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
169	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
157	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.00 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	1003 ft

Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	91.25	52.5	8501.08	17.73	10.85
3s Gusted Wind 0.9 Dead	68.5	52.6	8317.57	17.2	10.48
3s Gusted Wind&Ice	124.54	8.41	1442.86	3.14	1.89
Service Loads	76.16	15.35	2469.06	5.27	3.18

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81.75"	2.5"	76"	24	2.25"

Anchor Bolt Dimensions


Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2906.4	A615-75	Galv

Material List

Display	Value
A	4' - 9"

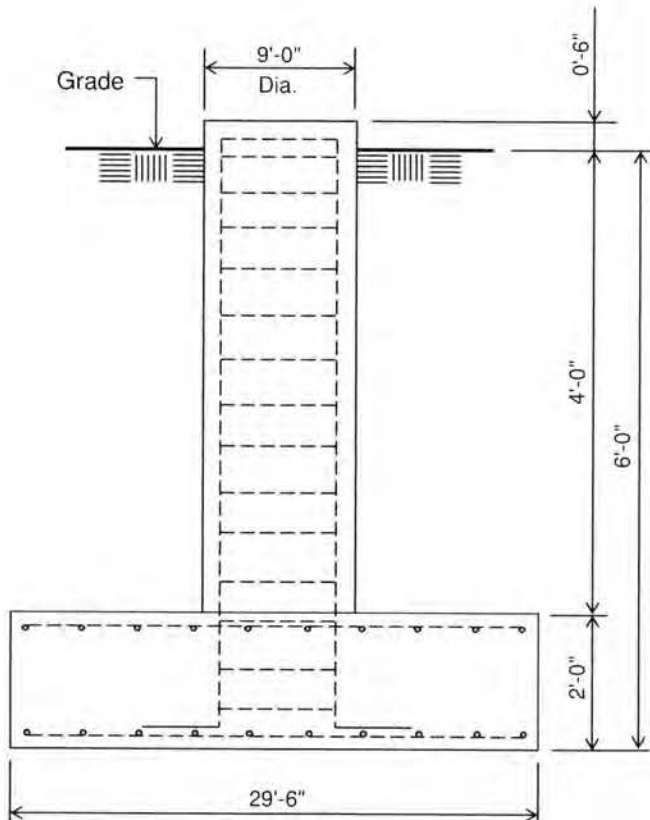
Notes

- 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) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2015 International Building Code.
- 5) Full Height Step Bolts
- 6) Tower Rating: 98.4%

 <p>Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-9990 Fax: (712) 279-0814</p>	<p>Job: 467002</p> <p>Customer: AT&T</p> <p>Site Name: Fighting Creek, KY FA #14892270</p> <p>Description: 195' Monopole</p> <p>Date: 9/3/2020</p>
	<p>By: REB</p>

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.

Customer: AT&T
Site: Fighting Creek, KY FA #14892270
195' Monopole



ELEVATION VIEW
(75.07 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 318-14.
- 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 the geotechnical report by Delta Oaks Group project no. GEO20-06911-08, dated: 8/27/20.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 4 ft of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule for Pad and Pier	
Pier	(58) #10 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 4" C/C
Pad	(50) #10 horizontal rebar evenly spaced each way top and bottom (200 total)

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467002

=====

(USA 222-H) - Monopole Spatial Analysis (c)2017 Guymast Inc.
 Tel:(416)736-7453 Fax:(416)736-4372 Web:www.guymast.com

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Sabre Towers and Poles on: 3 sep 2020 at: 16:20:56

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195' Monopole / Fighting Creek, KY

* All pole diameters shown on the following pages are across corners.
 See profile drawing for widths across flats.

POLE GEOMETRY

=====

ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES	SPLICE	...OVERLAP...	w/t
ft	NAME	SIDE	DIAM	-NESS	◆*Pn ◆*Mn	TYPE	LENGTH	RATIO
			in	in	kip ft-kip		ft	
194.0			20.31	0.312	1450.8 583.0			
	A	18	33.17	0.312	2338.4 1553.4			10.2
145.7			33.17	0.312	2338.4 1553.4			
	A/B	18	33.82	0.438	3391.1 2280.6	SLIP	4.75	1.71
141.0			33.82	0.438	3391.1 2280.6			
	B	18	45.07	0.438	4468.9 4031.4			12.6
98.7			45.07	0.438	4468.9 4031.4			
	B/C	18	45.94	0.438	4533.5 4170.3	SLIP	6.50	1.72
92.2			45.94	0.438	4533.5 4170.3			
	C	18	56.32	0.438	5234.3 5923.5			17.4
53.2			56.32	0.438	5234.3 5923.5			
	C/D	18	57.59	0.500	6327.7 7309.3	SLIP	8.00	1.69
45.2			57.59	0.500	6327.7 7309.3			
	D	18	69.65	0.500	7185.210068.2			19.2
0.0								

POLE ASSEMBLY

=====

SECTION	BASE	BOLTS AT BASE OF SECTION			STRENGTH	THREADS IN	CALC
NAME	ELEV	NUMBER	TYPE	DIAM	THREADS IN	BASE	
	ft			in	SHEAR PLANE	ELEV	
						ft	
A	141.000	0	A325	0.00	92.0	0	141.000
B	92.250	0	A325	0.00	92.0	0	92.250
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	No.of	LENGTH	OUTSIDE	DIAMETER	BEND	MAT-	FLANGE	ID	FLANGE	WELD
NAME	SIDES		BOT	TOP	RAD	ERIAL	BOT	TOP	..GROUP	ID..
		ft	* in	* in	in	ID			BOT	TOP
A	18	53.00	34.45	20.31	0.625	1	0	0	0	0
B	18	53.50	46.82	32.54	0.625	2	0	0	0	0
C	18	53.50	58.47	44.19	0.625	3	0	0	0	0
D	18	53.25	69.65	55.44	0.625	4	0	0	0	0

467002

* - Diameter of circumscribed circle

MATERIAL TYPES

=====

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY	
			& deg	in	in	WEB	FLANGE	.PROJECTION. % OF AREA	ORIENT deg
PL	1	1	0.0	34.45	0.31	0.312	0.312	0.00	0.0
PL	2	1	0.0	46.82	0.44	0.438	0.438	0.00	0.0
PL	3	1	0.0	58.46	0.44	0.438	0.438	0.00	0.0
PL	4	1	0.0	69.65	0.50	0.500	0.500	0.00	0.0

& - 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

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

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0151	0.0084	0.0000	0.0000
C	192.000	0.00	0.0	0.0	0.0000	4.3131	0.0000	0.0000
C	192.000	0.00	0.0	0.0	11.4929	7.2000	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0299	0.0168	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	4.0435	0.0000	0.0000
C	180.000	0.00	0.0	0.0	8.5320	4.8366	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0296	0.0168	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.7740	0.0000	0.0000
C	168.000	0.00	0.0	0.0	8.4097	4.8366	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0292	0.0168	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	3.5044	0.0000	0.0000
C	156.000	0.00	0.0	0.0	8.2803	4.8366	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0288	0.0168	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0284	0.0168	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0280	0.0168	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0275	0.0168	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0271	0.0168	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0265	0.0168	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0260	0.0168	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0254	0.0168	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0247	0.0168	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0240	0.0168	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0232	0.0168	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0222	0.0168	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0211	0.0168	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0196	0.0168	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0176	0.0168	0.0000	0.0000

467002

D	194.000	0.00	180.0	0.0	0.0484	0.0885	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0484	0.0885	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0566	0.1055	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0566	0.1055	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0643	0.1224	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0643	0.1224	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0690	0.3165	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0690	0.3165	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0718	0.1971	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0718	0.1971	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0776	0.2178	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0776	0.2178	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0828	0.2386	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0828	0.2386	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0862	0.5032	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0862	0.5032	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0874	0.2639	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0874	0.2639	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0906	0.2831	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0906	0.2831	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0929	0.3023	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0929	0.3023	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0938	0.6755	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0938	0.6755	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0929	0.3740	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0862	0.4122	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0865	0.4314	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0865	0.4314	0.0000	0.0000

LOADING CONDITION M

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0151	0.0063	0.0000	0.0000
C	192.000	0.00	0.0	0.0	0.0000	3.2348	0.0000	0.0000
C	192.000	0.00	0.0	0.0	11.4929	5.4000	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0299	0.0126	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	3.0326	0.0000	0.0000
C	180.000	0.00	0.0	0.0	8.5320	3.6274	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0296	0.0126	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	2.8305	0.0000	0.0000
C	168.000	0.00	0.0	0.0	8.4097	3.6274	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0292	0.0126	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	2.6283	0.0000	0.0000
C	156.000	0.00	0.0	0.0	8.2803	3.6274	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0288	0.0126	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0284	0.0126	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0280	0.0126	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0275	0.0126	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0271	0.0126	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0265	0.0126	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0260	0.0126	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0254	0.0126	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0247	0.0126	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0240	0.0126	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0232	0.0126	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0222	0.0126	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0211	0.0126	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0196	0.0126	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0176	0.0126	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0484	0.0664	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0484	0.0664	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0566	0.0791	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0566	0.0791	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0643	0.0918	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0643	0.0918	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0690	0.2374	0.0000	0.0000

467002

D	141.000	0.00	180.0	0.0	0.0690	0.2374	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0718	0.1478	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0718	0.1478	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0776	0.1634	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0776	0.1634	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0828	0.1789	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0828	0.1789	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0862	0.3774	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0862	0.3774	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0874	0.1979	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0874	0.1979	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0906	0.2123	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0906	0.2123	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0929	0.2267	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0929	0.2267	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0938	0.5066	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0938	0.5066	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0929	0.2805	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0862	0.3092	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0865	0.3235	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0865	0.3235	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 1 ice. wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0070	0.0204	0.0000	0.0000
C	192.000	0.00	0.0	0.0	0.0000	4.3131	0.0000	0.0000
C	192.000	0.00	0.0	0.0	1.3892	14.3591	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0139	0.0288	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	4.0435	0.0000	0.0000
C	180.000	0.00	0.0	0.0	1.5216	9.5788	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0137	0.0288	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.7740	0.0000	0.0000
C	168.000	0.00	0.0	0.0	1.4943	9.5463	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0134	0.0288	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	3.5044	0.0000	0.0000
C	156.000	0.00	0.0	0.0	1.4654	9.5118	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0132	0.0288	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0129	0.0288	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0127	0.0288	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0124	0.0288	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0121	0.0288	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0118	0.0288	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0114	0.0288	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0111	0.0288	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0107	0.0288	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0102	0.0288	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0097	0.0288	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0092	0.0288	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0085	0.0288	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0077	0.0288	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0067	0.0288	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0076	0.1229	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0076	0.1229	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0088	0.1457	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0088	0.1457	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0099	0.1683	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0099	0.1683	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0105	0.3661	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0105	0.3661	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0109	0.2489	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0109	0.2489	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0117	0.2743	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0117	0.2743	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0124	0.2995	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0124	0.2995	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0129	0.5672	0.0000	0.0000

467002							
D	92.250	0.00	180.0	0.0	0.0129	0.5672	0.0000
D	92.250	0.00	180.0	0.0	0.0130	0.3295	0.0000
D	79.250	0.00	180.0	0.0	0.0130	0.3295	0.0000
D	79.250	0.00	180.0	0.0	0.0135	0.3522	0.0000
D	66.250	0.00	180.0	0.0	0.0135	0.3522	0.0000
D	66.250	0.00	180.0	0.0	0.0138	0.3745	0.0000
D	53.250	0.00	180.0	0.0	0.0138	0.3745	0.0000
D	53.250	0.00	180.0	0.0	0.0139	0.7500	0.0000
D	45.250	0.00	180.0	0.0	0.0139	0.7500	0.0000
D	45.250	0.00	180.0	0.0	0.0137	0.4492	0.0000
D	11.312	0.00	180.0	0.0	0.0126	0.4884	0.0000
D	11.312	0.00	180.0	0.0	0.0126	0.5032	0.0000
D	0.000	0.00	180.0	0.0	0.0126	0.5032	0.0000

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195' Monopole / Fighting Creek, 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	17.73B	0.05B	2.35B	10.85B	0.02B	0.00W
177.9	14.81B	0.04B	1.80B	10.59B	0.02B	0.00W
161.8	12.03B	0.04B	1.31B	9.75B	0.02B	0.00W
145.7	9.53B	0.03B	0.91B	8.50B	0.02B	0.00W
141.0	8.85B	0.03B	0.81B	8.19B	0.02B	0.00W
126.9	7.00B	0.02B	0.56B	7.18B	0.02B	0.00W
112.8	5.38B	0.02N	0.37B	6.18B	0.02B	0.00W
98.7	3.99B	0.01N	0.23B	5.21B	0.02B	0.00W
92.2	3.43B	0.01N	0.18B	4.78B	0.02B	0.00W
79.2	2.45B	0.01N	0.11B	3.91B	0.01N	0.00W
66.2	1.66B	0.01N	0.06B	3.10B	0.01N	0.00W
53.2	1.04B	0.00N	0.03B	2.35B	0.01N	0.00W
45.2	0.74B	0.00N	0.02B	1.97B	0.01N	0.00W
33.9	0.41B	0.00N	0.01B	1.43B	0.01N	0.00W
22.6	0.18B	0.00N	0.00B	0.92B	0.00N	0.00W
11.3	0.04B	0.00N	0.00B	0.45B	0.00N	0.00W
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.WIND.DIR		MOMENT,w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	

467002

194.0	0.01 P	0.00 F	0.00 O	0.01 B	0.00 K	0.00 K
	34.32 Z	20.84 X	0.00 O	-214.68 D	0.04 L	0.05 Q
177.9	34.32 Y	20.84 W	0.00 L	-214.70 A	0.04 L	0.05 Q
	50.04 Y	30.21 W	0.00 L	-669.16 D	0.19 C	0.16 Q
161.8	50.04 Y	30.21 X	-0.01 W	-669.17 D	0.18 C	0.16 Q
	65.79 Y	39.54 X	-0.01 W	-1329.81 D	0.35 C	0.33 Q
145.7	65.79 AD	39.72 F	0.09 N	-1329.94 B	-0.37 O	0.33 Q
	67.56 AD	40.07 F	0.09 N	-1544.18 D	0.49 Q	0.34 Q
141.0	67.56 AF	40.13 B	0.27 B	-1544.34 D	0.63 C	0.36 Q
	71.09 AF	41.16 B	0.27 B	-2190.23 B	-3.79 B	0.59 W
126.9	71.09 AF	41.14 B	0.20 B	-2190.24 B	-3.81 B	0.60 W
	75.01 AF	42.28 B	0.20 B	-2847.78 B	-6.56 B	0.94 W
112.8	75.01 AF	42.30 B	0.21 B	-2847.78 B	-6.59 B	0.95 W
	79.26 AF	43.48 B	0.21 B	-3517.04 B	-9.47 B	1.25 W
98.7	79.26 AF	43.42 O	0.26 N	-3517.09 B	-9.57 B	1.25 W
	82.98 AF	44.01 O	0.26 N	-3829.57 B	-11.14 B	1.38 W
92.2	82.98 AF	44.17 N	0.31 N	-3829.55 B	-11.02 B	1.38 W
	87.29 AF	45.33 N	0.31 N	-4462.49 B	-14.73 B	1.58 W
79.2	87.29 AF	45.27 N	0.28 N	-4462.53 B	-14.74 B	1.58 W
	91.89 AF	46.47 N	0.28 N	-5104.14 B	-17.55 B	1.75 W
66.2	91.89 AF	46.46 N	0.28 N	-5104.20 B	-17.55 B	1.75 W
	96.82 AF	47.72 N	0.28 N	-5754.16 B	-20.36 B	1.89 W
53.2	96.82 AF	47.75 N	0.29 N	-5754.21 B	-20.39 B	1.89 W
	102.82 AF	48.50 N	0.29 N	-6158.86 B	-22.30 N	1.97 W
45.2	102.82 AF	48.51 N	0.30 N	-6158.82 B	-22.28 N	1.97 W
	108.03 AF	49.59 N	0.30 N	-6736.93 B	-25.76 N	2.06 W
33.9	108.03 AF	49.58 N	0.30 N	-6736.91 B	-25.77 N	2.06 W
	113.36 AF	50.61 N	0.30 N	-7320.58 B	-29.19 N	2.12 W
22.6	113.36 AF	50.61 N	0.29 N	-7320.61 B	-29.20 N	2.12 W
	118.84 AF	51.62 N	0.29 N	-7908.91 B	-32.55 N	2.16 W
11.3	118.84 AF	51.63 N	0.29 N	-7908.91 B	-32.55 N	2.16 W
	124.54 AF	52.60 N	0.29 N	-8501.08 B	-35.86 N	2.17 W

base	124.54 AF	-52.60 N	-0.29 N	8501.08 B	35.86 N	-2.17 W
reaction	-----					

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL SATISFIED	D/t(w/t)	MAX ALLOWED
ft						
194.00	0.00P	0.00Q	0.00F	0.00Q	YES	10.23A
						45.2

467002

177.92	0.02Z	0.25D	0.02X	0.26D	YES	12.61A	45.2
	0.02Y	0.25A	0.02W	0.26A	YES	12.61A	45.2
161.83	0.02Y	0.56D	0.03W	0.58D	YES	15.00A	45.2
	0.02Y	0.56D	0.03X	0.58D	YES	15.00A	45.2
145.75	0.03Y	0.86D	0.03X	0.87D	YES	17.38A	45.2
	0.02AD	0.61B	0.02F	0.62B	YES	12.31A	45.2
141.00	0.02AD	0.65D	0.02F	0.67D	YES	12.82A	45.2
	0.02AF	0.68D	0.02B	0.69D	YES	12.56A	45.2
126.92	0.02AF	0.78B	0.02B	0.79B	YES	14.06A	45.2
	0.02AF	0.78B	0.02B	0.79B	YES	14.06A	45.2
112.83	0.02AF	0.83B	0.02B	0.84B	YES	15.55A	45.2
	0.02AF	0.83B	0.02B	0.84B	YES	15.55A	45.2
98.75	0.02AF	0.87B	0.02B	0.88B	YES	17.04A	45.2
	0.02AF	0.87B	0.02O	0.88B	YES	17.04A	45.2
92.25	0.02AF	0.89B	0.02O	0.90B	YES	17.73A	45.2
	0.02AF	0.92B	0.02N	0.93B	YES	17.37A	45.2
79.25	0.02AF	0.94B	0.02N	0.96B	YES	18.75A	45.2
	0.02AF	0.94B	0.02N	0.96B	YES	18.75A	45.2
66.25	0.02AF	0.96B	0.02N	0.97B	YES	20.13A	45.2
	0.02AF	0.96B	0.02N	0.97B	YES	20.13A	45.2
53.25	0.02AF	0.97B	0.02N	0.98B	YES	21.50A	45.2
	0.02AF	0.82B	0.02N	0.83B	YES	18.77A	45.2
45.25	0.02AF	0.82B	0.02B	0.83B	YES	19.51A	45.2
	0.02AF	0.84B	0.02B	0.85B	YES	19.20A	45.2
33.94	0.02AF	0.84B	0.02B	0.86B	YES	20.25A	45.2
	0.02AF	0.84B	0.02B	0.86B	YES	20.25A	45.2
22.62	0.02AF	0.85B	0.01B	0.86B	YES	21.30A	45.2
	0.02AF	0.85B	0.01B	0.86B	YES	21.30A	45.2
11.31	0.02AF	0.85B	0.01B	0.86B	YES	22.35A	45.2
	0.02AF	0.85B	0.01B	0.86B	YES	22.35A	45.2
0.00	0.02AF	0.84B	0.01B	0.86B	YES	23.40A	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	
124.54	52.60	0.29	-8501.08	-35.86	2.17
AF	N	N	B	N	W

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 =====

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195' Monopole / Fighting Creek, 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
 =====

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.500	0.00	0.0	0.0	0.0044	0.0070	0.0000	0.0000
C	192.000	0.00	0.0	0.0	0.0000	3.5942	0.0000	0.0000
C	192.000	0.00	0.0	0.0	3.3578	6.0000	0.0000	0.0000
C	185.000	0.00	0.0	0.0	0.0087	0.0140	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	3.3696	0.0000	0.0000
C	180.000	0.00	0.0	0.0	2.4927	4.0305	0.0000	0.0000
C	175.000	0.00	0.0	0.0	0.0086	0.0140	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.1450	0.0000	0.0000
C	168.000	0.00	0.0	0.0	2.4570	4.0305	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0085	0.0140	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	2.9203	0.0000	0.0000
C	156.000	0.00	0.0	0.0	2.4192	4.0305	0.0000	0.0000
C	155.000	0.00	0.0	0.0	0.0084	0.0140	0.0000	0.0000
C	145.000	0.00	0.0	0.0	0.0083	0.0140	0.0000	0.0000
C	135.000	0.00	0.0	0.0	0.0082	0.0140	0.0000	0.0000
C	125.000	0.00	0.0	0.0	0.0080	0.0140	0.0000	0.0000
C	115.000	0.00	0.0	0.0	0.0079	0.0140	0.0000	0.0000
C	105.000	0.00	0.0	0.0	0.0078	0.0140	0.0000	0.0000
C	95.000	0.00	0.0	0.0	0.0076	0.0140	0.0000	0.0000
C	85.000	0.00	0.0	0.0	0.0074	0.0140	0.0000	0.0000
C	75.000	0.00	0.0	0.0	0.0072	0.0140	0.0000	0.0000
C	65.000	0.00	0.0	0.0	0.0070	0.0140	0.0000	0.0000
C	55.000	0.00	0.0	0.0	0.0068	0.0140	0.0000	0.0000
C	45.000	0.00	0.0	0.0	0.0065	0.0140	0.0000	0.0000
C	35.000	0.00	0.0	0.0	0.0062	0.0140	0.0000	0.0000
C	25.000	0.00	0.0	0.0	0.0057	0.0140	0.0000	0.0000
C	15.000	0.00	0.0	0.0	0.0052	0.0140	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0141	0.0738	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0141	0.0738	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0165	0.0879	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0165	0.0879	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0188	0.1020	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0188	0.1020	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0202	0.2638	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0202	0.2638	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0210	0.1642	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0210	0.1642	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0227	0.1815	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0227	0.1815	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0242	0.1988	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0242	0.1988	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0252	0.4193	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0252	0.4193	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0255	0.2199	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0255	0.2199	0.0000	0.0000

467002								
D	79.250	0.00	180.0	0.0	0.0265	0.2359	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0265	0.2359	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0271	0.2519	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0271	0.2519	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0274	0.5629	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0274	0.5629	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0271	0.3117	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0252	0.3435	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0253	0.3595	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0253	0.3595	0.0000	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)		TWIST
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	
194.0	5.27A	0.01I	0.21A	3.18A	0.00I	0.00F
177.9	4.38A	0.01I	0.16A	3.10A	0.00I	0.00F
161.8	3.55A	0.01I	0.12A	2.85A	0.00I	0.00F
145.7	2.80A	0.01I	0.08A	2.48A	0.00I	0.00F
141.0	2.60A	0.01I	0.07A	2.39A	0.00I	0.00F
126.9	2.05A	0.00I	0.05A	2.09A	0.00I	0.00I
112.8	1.57A	0.00I	0.03A	1.80A	0.00I	0.00I
98.7	1.16A	0.00I	0.02A	1.51A	0.00I	0.00I
92.2	1.00A	0.00I	0.02A	1.39A	0.00I	0.00I
79.2	0.71A	0.00I	0.01A	1.14A	0.00I	0.00I
66.2	0.48A	0.00I	0.01A	0.90A	0.00I	0.00I
53.2	0.30A	0.00I	0.00A	0.68A	0.00I	0.00I
45.2	0.22A	0.00I	0.00A	0.57A	0.00I	0.00I
33.9	0.12A	0.00I	0.00A	0.41A	0.00I	0.00I
22.6	0.05A	0.00I	0.00A	0.27A	0.00I	0.00I
11.3	0.01A	0.00I	0.00A	0.13A	0.00I	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 F	0.00 A	0.00 I	0.00 F	0.00 H	0.00 I
177.9	18.20 H	6.09 F	0.00 I	-63.06 F	0.00 K	0.00 F
161.8	18.20 E	6.09 D	0.00 I	-63.06 F	0.01 K	0.00 F
145.7	26.82 E	8.83 D	0.00 I	-196.26 A	0.02 K	0.01 F
11.3	26.82 I	8.83 H	0.00 B	-196.26 A	0.02 K	0.01 F
0.0	35.42 I	11.56 H	0.00 B	-389.21 F	0.06 K	0.01 F
0.0	35.43 L	11.61 F	-0.05 K	-389.21 H	-0.12 L	0.01 K
0.0	36.69 L	11.71 F	-0.05 K	-451.66 F	0.19 K	0.01 F

467002						
141.0	36.70 D	11.69 A	0.04 I	-451.71 F	0.14 K	0.01 F
126.9	39.03 D	12.00 A	0.04 I	-638.93 F	-0.56 I	0.04 F
	39.02 I	12.00 A	0.04 I	-638.92 F	-0.56 I	0.04 F
112.8	41.61 I	12.33 A	0.04 I	-829.23 A	-1.15 I	0.05 F
	41.61 I	12.33 A	0.04 I	-829.23 A	-1.15 I	0.05 F
98.7	44.42 I	12.68 A	0.04 I	-1022.63 A	-1.74 I	0.06 I
	44.42 I	12.68 C	0.03 I	-1022.69 A	-1.76 I	0.06 I
92.2	47.16 I	12.85 C	0.03 I	-1113.07 A	-1.94 I	0.07 I
	47.16 I	12.86 C	0.04 I	-1113.07 A	-1.95 I	0.07 I
79.2	50.03 I	13.19 C	0.04 I	-1296.19 A	-2.46 I	0.08 I
	50.03 I	13.19 F	0.05 I	-1296.19 A	-2.45 I	0.08 I
66.2	53.11 I	13.54 F	0.05 I	-1481.75 A	-3.11 I	0.09 I
	53.11 I	13.55 C	0.05 I	-1481.75 A	-3.12 I	0.09 I
53.2	56.41 I	13.91 C	0.05 I	-1669.88 A	-3.76 I	0.10 I
	56.41 I	13.92 L	0.06 I	-1669.88 A	-3.76 I	0.10 I
45.2	60.92 I	14.13 L	0.06 I	-1787.16 A	-4.21 I	0.10 I
	60.92 I	14.14 A	0.06 I	-1787.16 A	-4.20 I	0.10 I
33.9	64.53 I	14.46 A	0.06 I	-1955.02 A	-4.86 I	0.11 I
	64.53 I	14.46 A	0.06 I	-1955.02 A	-4.87 I	0.11 I
22.6	68.25 I	14.76 A	0.06 I	-2124.73 A	-5.55 I	0.11 I
	68.25 I	14.76 A	0.06 I	-2124.73 A	-5.55 I	0.11 I
11.3	72.09 I	15.06 A	0.06 I	-2296.15 A	-6.20 I	0.12 I
	72.09 I	15.06 A	0.06 I	-2296.15 A	-6.20 I	0.12 I
	76.16 I	15.35 A	0.06 I	-2469.06 A	-6.87 I	0.12 I
base reaction	76.16 I	-15.35 A	-0.06 I	2469.06 A	6.87 I	-0.12 I

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00F	0.00F	0.00F	0.00F	YES	10.23A	45.2
177.92	0.01H	0.07F	0.01F	0.08F	YES	12.61A	45.2
	0.01E	0.07F	0.01D	0.08F	YES	12.61A	45.2
161.83	0.01E	0.16A	0.01D	0.18A	YES	15.00A	45.2
	0.01I	0.16A	0.01H	0.18A	YES	15.00A	45.2
145.75	0.02I	0.25F	0.01H	0.27F	YES	17.38A	45.2
	0.01L	0.18H	0.01F	0.19H	YES	12.31A	45.2
141.00	0.01L	0.19F	0.01F	0.20F	YES	12.82A	45.2
	0.01D	0.20F	0.01A	0.21F	YES	12.56A	45.2

				467002			
126.92	0.01D	0.23F	0.01A	0.24F	YES	14.06A	45.2
	0.01I	0.23F	0.01A	0.24F	YES	14.06A	45.2
112.83	0.01I	0.24A	0.01A	0.25A	YES	15.55A	45.2
	0.01I	0.24A	0.01I	0.25A	YES	15.55A	45.2
98.75	0.01I	0.25A	0.01I	0.26A	YES	17.04A	45.2
	0.01I	0.25A	0.01C	0.26A	YES	17.04A	45.2
92.25	0.01I	0.26A	0.01C	0.27A	YES	17.73A	45.2
	0.01I	0.27A	0.01I	0.28A	YES	17.37A	45.2
79.25	0.01I	0.27A	0.01I	0.28A	YES	18.75A	45.2
	0.01I	0.27A	0.01F	0.28A	YES	18.75A	45.2
66.25	0.01I	0.28A	0.01F	0.29A	YES	20.13A	45.2
	0.01I	0.28A	0.01F	0.29A	YES	20.13A	45.2
53.25	0.01I	0.28A	0.01F	0.29A	YES	21.50A	45.2
	0.01I	0.24A	0.00F	0.25A	YES	18.77A	45.2
45.25	0.01I	0.24A	0.00F	0.25A	YES	19.51A	45.2
	0.01I	0.24A	0.00A	0.25A	YES	19.20A	45.2
33.94	0.01I	0.25A	0.00A	0.25A	YES	20.25A	45.2
	0.01I	0.25A	0.00A	0.25A	YES	20.25A	45.2
22.62	0.01I	0.25A	0.00A	0.26A	YES	21.30A	45.2
	0.01I	0.25A	0.00A	0.26A	YES	21.30A	45.2
11.31	0.01I	0.25A	0.00A	0.26A	YES	22.35A	45.2
	0.01I	0.25A	0.00A	0.26A	YES	22.35A	45.2
0.00	0.01I	0.25A	0.00A	0.26A	YES	23.40A	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	
76.16	15.35	0.06	-2469.06	-6.87	0.12
I	A	I	A	I	I

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

Pole Data

Diameter:	68.590	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:	8501.08	ft-kips
Axial, Pu:	91.25	kips
Shear, Vu:	52.5	kips

Anchor Rod Data

Quantity:	24	
Diameter:	2.25	in
Rod Material:	A615	
Strength (Fu):	100	ksi
Yield (Fy):	75	ksi
BC Diam. (in):	76	BC Override:

Plate Data

Diameter (in):	81.75	Dia. Override:
Thickness:	2.5	in
Yield (Fy):	50	ksi
Eff Width/Rod:	9.07	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

Anchor Rod Results

(per 4.9.9)

Maximum Put:	220.86 Kips
Φ^*R_{nt} :	243.75 Kips
Vu:	2.19 Kips
Φ^*R_{nv} :	149.10 Kips
Tension Interaction Ratio:	0.82
Maximum Puc:	227.51 Kips
Φ^*R_{nc} :	243.75 Kips
Vu:	2.19 Kips
Φ^*R_{nvc} :	73.13 Kips
Compression Interaction Ratio:	0.93
Maximum Interaction Ratio:	93.4% Pass

Base Plate Results

Base Plate (Mu/Z):	37.2 ksi
Allowable Φ^*F_y :	45.0 ksi (per AISC)
Base Plate Interaction Ratio:	82.7% Pass

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

195' Monopole AT&T Fighting Creek, KY (467002) 09/03/20 REB

Overall Loads:

Factored Moment (ft-kips)	8501.08
Factored Axial (kips)	91.25
Factored Shear (kips)	52.5
Bearing Design Strength (ksf)	22.5
Water Table Below Grade (ft)	999
Width of Mat (ft)	29.5
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	24
Bolt Circle Diameter (in)	76
Effective Anchor	
Bolt Embedment (in)	66.5
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	50
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in ²)	63.34
Spacing of Bars in Mat (in)	7.08
Quantity of Bars Pier	58
Bar Diameter in Pier (in)	1.27
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	4
Area of Bars in Pier (in ²)	73.47
Spacing of Bars in Pier (in)	5.39
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd³) 75.07

Two-Way Shear Action:

Average d (in)	19.73
ϕv_c (ksi)	0.187
$\phi v_c = \phi(2 + 4/\beta_c)f'_c$ ^{1/2}	0.302
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c$ ^{1/2}	0.187
$\phi v_c = \phi 4f'_c$ ^{1/2}	0.201
Shear perimeter, b _o (in)	461.77
β_c	1

One-Way Shear:

ϕV_c (kips) 702.8

Stability:

Overturning Design Strength (ft-k) 9756.8

Max. Net Bearing Press. (ksf) 8.41

Allowable Bearing Pressure (ksf) 15.00

Safety Factor 2.00

Ultimate Bearing Pressure (ksf) 30.00

Bearing Φ_s 0.75

Minimum Pier Diameter (ft) 9.00

Equivalent Square b (ft) 7.98

Square Pier? (Y/N) N

Recommended Spacing (in) 5 to 12

Minimum Pier A_s (in²) 45.80

Recommended Spacing (in) 5 to 12

v_u (ksi) 0.129

J (in³) 2.038E+07

c + d (in) 115.44

0.40M_{sc} (ft-kips) 3494.9

V_u (kips) 515.2

Total Applied M (ft-k) 8842.3

Pier-Slab Transfer by Flexure:

b_{slab} (ft)	15.00		
ϕM_n (ft-kips)	<input type="text" value="5312.1"/>	$0.60M_{sc}$ (ft-kips)	<input type="text" value="5242.4"/>

Pier Design:

ϕV_n (kips)	<input type="text" value="1540.0"/>	V_u (kips)	<input type="text" value="52.5"/>
$\phi V_c = \phi 2(1 + N_u / (2000A_g)) f'_c{}^{1/2} b_w d$	943.6		
V_s (kips)	<input type="text" value="795.2"/>	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	<input type="text" value="2503.8"/>
Maximum Spacing (in)	6.78	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.46	Req'd Hook Development l_{dh} (in) - Tension	15.90
		Req'd Hook Development l_{dc} (in) - Compression	17.15

Flexure in Slab:

ϕM_n (ft-kips)	<input type="text" value="5223.5"/>	M_u (ft-kips)	<input type="text" value="4626.5"/>
a (in)	2.81		
Steel Ratio	0.00907		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	<input type="text" value="120.00"/>	Required Development in Pad (in)	<input type="text" value="34.08"/>

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

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

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

▼ Active ▼

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	D	San Francisco	CA
View	4108300	Air Voice Wireless, LLC	Cellular	B	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
View	4111900	ALLNETAIR, INC.	Cellular	C	West Palm Beach	FL
View	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Buford	GA
View	4105700	Assurance Wireless USA, L.P.	Cellular	A	Atlanta	GA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4106000	Best Buy Health, Inc. d/b/a GreatCall d/b/a Jitterbug	Cellular	A	San Diego	CA
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4111050	BlueBird Communications, LLC	Cellular	D	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY

View	4107600	Boomerang Wireless, LLC	Cellular	D	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4111150	Comcast OTR1, LLC	Cellular	C	Phoeniexville	PA
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
View	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	D	Long Island City	NY
View	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
View	4111650	DataBytes, Inc.	Cellular	D	Rogers	AR
View	4112000	DISH Wireless L.L.C.	Cellular	C	Englewood	CO
View	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
View	4111800	Earthlink, LLC	Cellular	C	Atlanta	GA
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4111750	Gabb Wireless, Inc.	Cellular	D	Provo	UT
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
View	4112050	GLOTELL US, Corp.	Cellular	C	Hallandale	FL
View	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
View	4103100	i-Wireless, LLC	Cellular	B	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Dallas	TX
View	4111950	J Rhodes Enterprises LLC	Cellular	C	Gulf Breeze	FL
View	22215360	KDDI America, Inc.	Cellular	D	Staten Island	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular	Cellular	A	Elizabethtown	KY

		General				
View	4109550	Kynect Communications, LLC	Cellular	D	Dallas	TX
View	4111250	Liberty Mobile Wireless, LLC	Cellular	D	Sunny Isles Beach	FL
View	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	NJ
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
View	4111700	Mint Mobile, LLC	Cellular	D	Costa Mesa	CA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
View	4111850	Mobi, Inc.	Cellular	C	Honolulu	HI
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Chicago	IL
View	4109050	Patriot Mobile LLC	Cellular	D	Irving	TX
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	C	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	A	Raleigh	NC
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelectTel, Inc. d/b/a SelectTel Wireless	Cellular	D	Fremont	NE
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4111450	Spectrum Mobile, LLC	Cellular	A	St. Louis	MO
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
View	4111600	STX Group LLC dba Twigby	Cellular	D	Murfreesboro	TN
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Plano	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation	Cellular	D	Covington	GA

View	4108450	Tempo Telecom, LLC	Cellular	B	Atlanta	GA
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
View	4110800	Visible Service LLC	Cellular	D	Basking Ridge	NJ
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY

EXHIBIT E
FAA



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

Aeronautical Study No.
 2020-ASO-6649-OE

Issued Date: 03/25/2020

Amanda Perkins-Tubbs
 AT&T
 208 S. Akard St., 2100
 Dallas, TX 75202

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

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

Structure:	Fighting Creek/Light Pole
Location:	BARBOURVILLE, KY
Latitude:	36-51-06.44N NAD 83
Longitude:	83-52-03.80W
Heights:	1006 feet site elevation (SE)
	199 feet above ground level (AGL)
	1205 feet above mean sea level (AMSL)

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

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

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

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 09/25/2021 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

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

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-6649-OE.

Signature Control No: 432074861-434548343
Angelique Eersteling
Technician

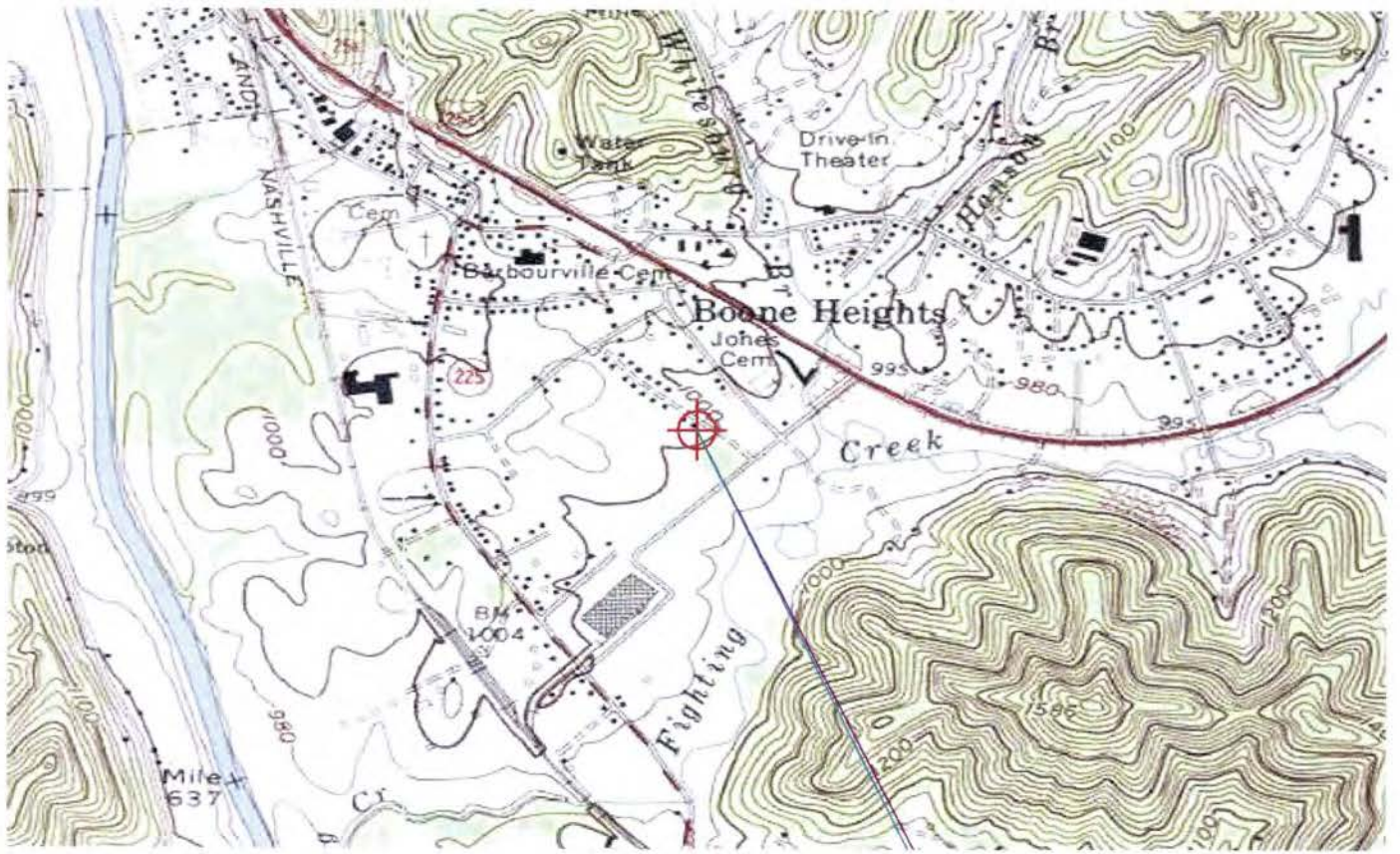
(DNE)

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2020-ASO-6649-OE

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



TOPO Map for ASN 2020-ASO-6649-OE

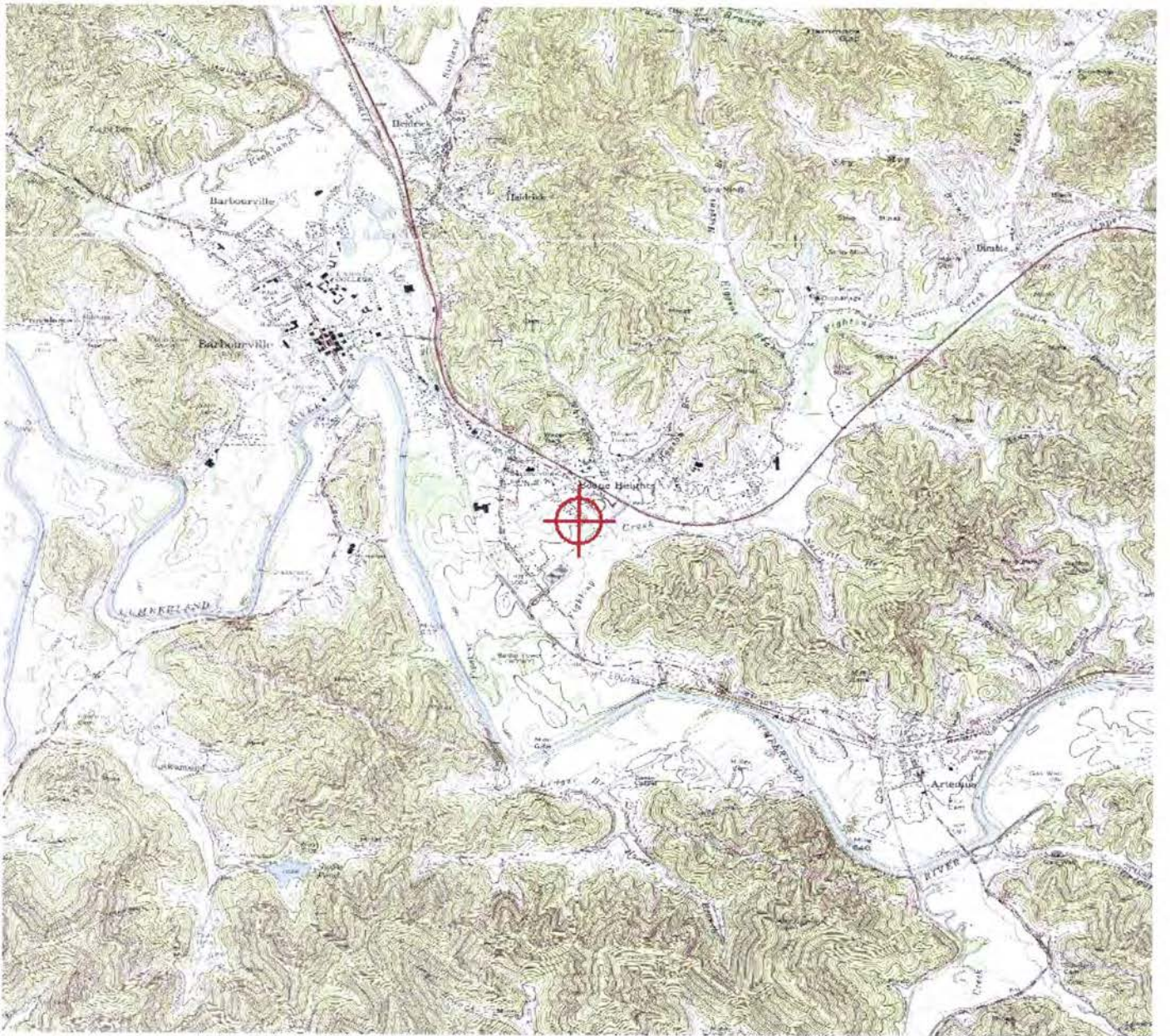


EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

APPROVAL OF APPLICATION

June 11, 2020

APPLICANT:

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

SUBJECT: AS-KNOX-1A6-2020-041

STRUCTURE: Antenna Tower
LOCATION: Barbourville, KY
COORDINATES: 36° 51' 6.44" N / 83° 52' 3.8" W
HEIGHT: 199' AGL/1205' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 199' AGL/1205' AMSL Antenna Tower near Barbourville, KY 36° 51' 6.44" N / 83° 52' 3.8" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

Obstruction Marking/Lighting is not required.

Randall S. Royer

Randall S. Royer, Acting Administrator
Kentucky Transportation Cabinet
Division of Road Fund Audits
200 Mero Street – 4th Floor East
Frankfort, Kentucky
Randall.Royer@ky.gov
Jason.Salazar-Munoz@ky.gov



An Equal Opportunity Employer M/F/D

EXHIBIT G
GEOTECHNICAL REPORT



GEOTECHNICAL INVESTIGATION REPORT

August 27, 2020

Prepared For:

MasTec Network Solutions



**Fighting Creek
14892270**

Proposed 195-Foot Monopole Tower

0 Boone HGT Gregory Lane, Barbourville (Knox County), Kentucky 40906
Latitude N 36°51'06.4" Longitude W 83°52'03.8"

Delta Oaks Group Project GEO20-06911-08
Revision 0
geotech@deltaoaksgroup.com

Performed By:

Erin Benson, E.I.

Reviewed By:

Joseph V. Borrelli, Jr., P.E.





INTRODUCTION

This geotechnical investigation report has been completed for the proposed 195-foot monopole tower located at 0 Boone HGT Gregory Lane in Barbourville (Knox County), Kentucky. The purpose of this investigation was to provide engineering recommendations and subsurface condition data at the proposed tower location. A geotechnical engineering interpretation of the collected information was completed and utilized to suggest design parameters regarding the adequacy of the structure's proposed foundation capacity under various loading conditions. This report provides the scope of the geotechnical investigation; geologic material identification; results of the geotechnical laboratory testing; and design parameter recommendations for use in the design of the telecommunication facility's foundation and site development.

SITE CONDITION SUMMARY

The proposed tower and compound are located in a grassy field exhibiting a generally flat topography across the tower compound and subject property.

REFERENCES

- Zoning Drawings, prepared by MasTec Network Solutions, dated July 2, 2020
- TIA Standard (TIA-222-G), dated August 2005

SUBSURFACE FIELD INVESTIGATION SUMMARY

The subsurface field investigation was conducted through the advancement of one mechanical soil test boring to the auger refusal depth of 10.0 feet bgs. Samples were obtained at selected intervals in accordance with ASTM D 1586. The sampling was conducted at the staked centerline of the proposed tower. Upon encountering auger refusal 5.0 feet of rock coring was conducted in accordance with ASTM D 2113. Soil and rock samples were transported to our laboratory and classified by a geotechnical engineer in accordance with ASTM D 2487. A detailed breakdown of the material encountered in our subsurface field investigation can be found in the boring log presented in the Appendix of this report.

Additional testing was performed on selected samples in accordance with ASTM D 7012 (Unconfined Compressive Strength – Rock). Laboratory data can be found in the Appendix of this report.

A boring plan portraying the spatial location of the boring in relation to the proposed tower, tower compound and immediate surrounding area can be found in the Appendix.



SUBSURFACE CONDITION SUMMARY

The following provides a general overview of the site's subsurface conditions based on the data obtained during our field investigation.

FILL

Topsoil was encountered during the subsurface field investigation from the existing ground surface to a depth of 0.5 feet bgs.

SOIL

The residual soil encountered in the subsurface field investigation at a depth of 0.5 feet bgs consisted of very stiff to very hard clayey silt.

Auger advancement refusal was encountered during the subsurface field investigation at a depth of 10.0 feet bgs.

ROCK

Rock was encountered during the subsurface investigation at a depth of 10.0 feet bgs. The rock can be described as intensely to moderately fractured, moderately weathered, moderately soft shale.

SUBSURFACE WATER

At the time of drilling, subsurface water was not encountered during the subsurface investigation. However, subsurface water elevations can fluctuate throughout the year due to variations in climate, hydraulic parameters, nearby construction activity and other factors.

FROST PENETRATION

The frost penetration depth for Knox County, Kentucky is 30 inches (2.5 feet).

CORROSIVITY

Soil resistivity was performed in accordance with ASTM G187 with a test result of 23,000 ohms-cm.



FOUNDATION DESIGN SUMMARY

In consideration of the provided tower parameters and the determined soil characteristics, Delta Oaks Group recommends utilizing a shallow foundation and/or drilled shaft foundation for the proposed structure. The strength parameters presented in the following sections can be utilized for design of the foundation.

GENERAL SUBSURFACE STRENGTH PARAMETERS

Boring	Depth (bgs)	USCS	Moist/Buoyant Unit Weight (pcf)	Phi Angle (degrees)	Cohesion (psf)
B-1	0.0 – 0.5	TOPSOIL	105	0	0
	0.5 – 3.5	CL - ML	115	0	2,500
	3.5 – 6.0	CL - ML	115	0	2,000
	6.0 – 10.0	CL - ML	125	0	4,000
	10.0 – 15.0	SHALE	130	0	5,000

- The unit weight provided assumes overburden soil was compacted to a minimum of 95% of the maximum dry density as obtained by the standard Proctor method (ASTM D 698) and maintained a moisture content within 3 percent of optimum
- The values provided for phi angle and cohesion should be considered ultimate.



SUBSURFACE STRENGTH PARAMETERS – SHALLOW FOUNDATION

Boring	Dimensions (feet)	Depth (feet bgs)	Net Ultimate Bearing Capacity (psf)
B-1	5.0 x 5.0	3.0	13,330
		4.0	14,310
		5.0	14,800
		6.0	30,000
	10.0 x 10.0	3.0	12,830
		4.0	13,320
		5.0	13,570
		6.0	30,000
	15.0 x 15.0	3.0	12,660
		4.0	12,990
		5.0	13,160
		6.0	30,000
	20.0 x 20.0	3.0	12,580
		4.0	12,830
		5.0	12,950
		6.0	30,000
	25.0 x 25.0	3.0	12,530
		4.0	12,730
		5.0	12,830
		6.0	30,000

- Delta Oaks Group recommends the foundation bear a minimum of 3.0 feet bgs.
- A sliding friction factor of 0.35 can be utilized along the base of the proposed foundation.
- The bearing capacity can be increased by 1/3 for transient loading.
- An Ultimate Passive Pressure Table with a reduction due to frost penetration to a depth of 2.5 feet bgs is presented on the following page.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



ULTIMATE PASSIVE PRESSURE VS. DEPTH - TOWER FOUNDATION

Soil Layers (feet)		Moist Unit Weight	Phi Angle	Cohesion	PV	KP	Ph
Top	0	105	0	0	0	1	0
Bottom	0.5	105	0	0	52.5	1	26.25
Top	0.5	115	0	2500	52.5	1	2526.25
Bottom	2.5	115	0	2500	282.5	1	2641.25
Top	2.5	115	0	2500	282.5	1	5282.5
Bottom	3.5	115	0	2500	397.5	1	5397.5
Top	3.5	115	0	2000	397.5	1	4397.5
Bottom	6	115	0	2000	685	1	4685
Top	6	130	0	6000	685	1	12685
Bottom	10	130	0	6000	1205	1	13205



SUBSURFACE STRENGTH PARAMETERS - DRILLED SHAFT FOUNDATION

Boring	Depth (bgs)	Net Ultimate Bearing Capacity (psf)	Ultimate Skin Friction - Compression (psf)	Ultimate Skin Friction - Uplift (psf)
B-1	0.0 - 3.0	-	-	-
	3.0 - 6.0	33,970	1,100	1,100
	6.0 - 10.0	42,310	2,040	2,040
	10.0 - 15.0	44,595	2,310	2,310

- The top 3.0 feet of soil should be ignored due to the frost penetration and the potential soil disturbance during construction.
- The bearing capacity can be increased by 1/3 for transient loading.
- The values presented assume the concrete is cast-in-place against earth walls and any casing utilized during construction of the foundation was removed.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



SUBSURFACE STRENGTH PARAMETERS – SUPPORT STRUCTURE FOUNDATION

Boring	Depth (bgs)	Net Ultimate Bearing Capacity (psf)	Minimum Design Footing Width (ft)	Modulus of Subgrade Reaction (pci)
B-1	3.0	11,690	2.0	500
	4.0	14,530		400
	5.0	15,570		

- Delta Oaks Group recommends utilizing a slab on grade in conjunction with continuous perimeter footings that bear on residual soil or properly compacted structural fill placed in accordance with the recommendations provided in the *CONSTRUCTION* section of this report.
- The slab on grade should be properly reinforced to prevent concrete cracking and shrinkage.
- The foundation should bear a minimum of 3.0 feet bgs.
- A sliding friction factor of 0.35 can be utilized along the base of the proposed foundation.
- An Ultimate Passive Pressure Table is presented on the following page. An appropriate reduction should be considered in accordance with local building code frost penetration depth.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



ULTIMATE PASSIVE PRESSURE VS. DEPTH – SUPPORT STRUCTURE FOUNDATION

Soil Layers (feet)		Moist Unit Weight	Phi Angle	Cohesion	PV	KP	Ph
Top	0	105	0	0	0	1	0
Bottom	0.5	105	0	0	52.5	1	26.25
Top	0.5	115	0	2500	52.5	1	2526.25
Bottom	2.5	115	0	2500	282.5	1	2641.25
Top	2.5	115	0	2500	282.5	1	5282.5
Bottom	3.5	115	0	2500	397.5	1	5397.5
Top	3.5	115	0	2000	397.5	1	4397.5
Bottom	6	115	0	2000	685	1	4685
Top	6	130	0	6000	685	1	12685
Bottom	10	130	0	6000	1205	1	13205



CONSTRUCTION

SITE DEVELOPMENT

The proposed access road and tower compound should be evaluated by a Geotechnical Engineer, or their representative, after the removal or "cutting" of the areas to design elevation but prior to the placement of any structural fill material to verify the presence of unsuitable or weak material. Unsuitable or weak materials should be undercut to a suitable base material as determined by a Geotechnical Engineer, or their representative. Backfill of any undercut area(s) should be conducted in accordance with the recommendations provided in the *STRUCTURAL FILL PLACEMENT* section of this report.

Excavations should be sloped or shored in accordance and compliance with OSHA 29 CFR Part 1926, Excavation Trench Safety Standards as well as any additional local, state and federal regulations.

STRUCTURAL FILL PLACEMENT

Structural fill materials should be verified, prior to utilization, to have a minimum unit weight of 110 pcf (pounds per cubic foot) when compacted to a minimum of 95% of its maximum dry density and within plus or minus 3 percentage points of optimum moisture. Materials utilized should not contain more than 5 percent by weight of organic matter, waste, debris or any otherwise deleterious materials. The Liquid Limit should be no greater than 40 with a Plasticity Index no greater than 20. Structural fill material should contain a maximum particle size of 4 inches with 20 percent or less of the material having a particle size between 2 and 4 inches. Backfill should be placed in thin horizontal lifts not to exceed 8 inches (loose) in large grading areas and 4 inches (loose) where small handheld or walk-behind compaction equipment will be utilized. The potential suitability of on-site materials to be utilized as fill should be evaluated by a Geotechnical Engineer, or their representative just prior to construction.

During construction structural fill placement should be monitored and tested. This should include at minimum, visual observation as well as a sufficient amount of in-place field density tests by a Geotechnical Engineer, or their representative. Materials should be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D 698 (standard Proctor method). Moisture contents should be maintained to within plus or minus 3 percentage points of the optimum moisture content.

SHALLOW FOUNDATIONS

Foundation excavation(s) should be evaluated by a Geotechnical Engineer, or their representative, prior to reinforcing steel and concrete placement. This evaluation should include visual observation to verify a level bearing surface; vertical side-walls with no protrusions, sloughing or caving; and the exposed bearing surface is free of deleterious material, loose soil and standing water. Excavation dimensions should be verified and testing performed on the exposed bearing surface to verify compliance with design recommendations. Bearing testing should be conducted in accordance with ASTM STP399 (Dynamic Cone Penetrometer). A 6-inch layer of compacted crushed stone should be installed prior to reinforcing steel and concrete placement. If subsurface water is encountered during excavation dewatering methods such as sump pumps or well points may be required.



DRILLED SHAFT FOUNDATIONS

Drilled shaft foundations (caissons) are typically installed utilizing an earth auger to reach the design depth of the foundation. Specialized roller bits or core bits can be utilized to penetrate boulders or rock. The equipment utilized should have cutting teeth to result in an excavation with little or no soil smeared or caked on the excavation sides with spiral-like corrugated walls. The drilled shaft design diameter should be maintained throughout the excavation with a plumbness tolerance of 2 percent of the length and an eccentricity tolerance of 3 inches from plan location. A removable steel casing can be installed in the shaft to prevent caving of the excavation sides due to soil relaxation. Upon completion of the drilling and casing placement, loose soils and subsurface water greater than 3-inches in depth should be removed from the bottom of the excavation for the "dry" installation method. The drilled shaft installation should be evaluated by a Geotechnical Engineer, or their representative, to verify suitable end bearing conditions, design diameter and bottom cleanliness. The evaluation should be conducted immediately prior to as well as during concrete placement operations.

The drilled shaft should be concreted as soon as reasonably practical after excavation to reduce the deterioration of the supporting soils to prevent potential caving and water intrusion. A concrete mix design with a slump of 6 to 8 inches employed in conjunction with the design concrete compressive strength should be utilized for placement. Super plasticizer may be required to obtain the recommended slump range. During placement, the concrete may fall freely through the open area in the reinforcing steel cage provided it does not strike the reinforcing steel and/or the casing prior to reaching the bottom of the excavation. The removable steel casing should be extracted as concrete is placed. During steel casing removal a head of concrete should be maintained above the bottom of the casing to prevent soil and water intrusion into the concrete below the bottom of the casing.

If subsurface water is anticipated and/or weak soil layers are encountered drilled shafts are typically installed utilizing the "wet" method by excavating beneath a drilling mud slurry. The drilling mud slurry is added to the drilled shaft excavation after groundwater has been encountered and/or the sides of the excavation are observed to be caving or sloughing. Additional inspection by a Geotechnical Engineer, or their representative, during the "wet" method should consist of verifying maintenance of sufficient slurry head, monitoring the specific gravity, pH and sand content of the drilling slurry, and monitoring any changes in the depth of the excavation between initial approval and just prior to concreting.

Concrete placement utilizing the "wet" method is conducted through a tremie pipe at the bottom of the excavation with the drilling mud slurry level maintained at a minimum of 5 feet or one shaft diameter, whichever is greater, above the ground water elevation. The bottom of the tremie should be set one tremie pipe diameter above the excavation. A closure flap at the bottom of the tremie or a sliding plug introduced into the tremie before the concrete is recommended to reduce the potential contamination of the concrete by the drilling mud slurry. The bottom of the tremie must be maintained in the concrete during placement. Additional concrete should be placed through the tremie causing the slurry to overflow from the excavation in order to reduce the potential for the development of "slurry pockets" remaining in the drilled shaft.



QUALIFICATIONS

The design parameters and conclusions provided in this report have been determined in accordance with generally accepted geotechnical engineering practices and are considered applicable to a rational degree of engineering certainty based on the data available at the time of report preparation and our practice in this geographic region. All recommendations and supporting calculations were prepared based on the data available at the time of report preparation and knowledge of typical geotechnical parameters in the applicable geographic region.

The subsurface conditions used in the determination of the design recommendations contained in this report are based on interpretation of subsurface data obtained at specific boring locations. Irrespective of the thoroughness of the subsurface investigation, the potential exists that conditions between borings will differ from those at the specific boring locations, that conditions are not as anticipated during the original analysis, or that the construction process has altered the soil conditions. That potential is significantly increased in locations where existing fill materials are encountered. Additionally, the nature and extent of these variations may not be evident until the commencement of construction. Therefore, a geotechnical engineer, or their representative, should observe construction practices to confirm that the site conditions do not differ from those conditions anticipated in design. If such variations are encountered, Delta Oaks Group should be contacted immediately in order to provide revisions and/or additional site exploration as necessary.

Samples obtained during our subsurface field investigation will be retained by Delta Oaks Group for a period of 30 days unless otherwise instructed by MasTec Network Solutions. No warranty, expressed or implied, is presented.

Delta Oaks Group appreciates the opportunity to be of service for this Geotechnical Investigation Report. Please do not hesitate to contact Delta Oaks Group with any questions or should you require additional service on this project.



APPENDIX

BORING PLAN



EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at the intersection of South Main Street and Daniel Boone Drive in Barbourville, KY, head northeast on Daniel Boone Drive (toward Cumberland Ave) and travel approximately 0.2 miles.
2. Turn right onto Cumberland Ave and travel approximately 0.8 miles.
3. Continue onto KY-2421 / Old 25 E and travel approximately 430 feet.
4. Turn right onto State Hwy 225 and travel approximately 0.4 miles.
5. Turn left onto Petersburg Lane and travel approximately 0.3 miles.
6. Turn right onto Gregory Lane and travel approximately 0.2 miles. The site is located on the right. The address for the parcel that the tower will be located on is 0 Boone HGT Gregory Lane, Barbourville, KY 40906.
7. The site coordinates are:
 - a. North 36 deg 51 min 06.44 sec
 - b. West 83° deg 52 min 03.80 sec



Prepared by:
Chris Shouse
Pike Legal Group
1578 Highway 44 East, Suite 6
P.O. Box 396
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Lexington
Cell Site Number:
Cell Site Name: Fighting Creek
Search Ring Name: Fighting Creek
Fixed Asset Number: 14892270

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Cumberland Gap Properties, LLC, a Kentucky limited liability company, represented by James C. Hall, its Member, having a mailing address of P.O. Box 128, Barbourville, KY 40906 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit I**, together with all rights and privileges arising in connection therewith, located at 0 Boone HGT Gregory Lane, Barbourville, KY 40906, in the County of Knox, State of Kentucky (collectively, the “**Property**”). 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:

I. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive 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 I**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, 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 sixty (60) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term 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 without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, 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, then 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 if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, the Property or the 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 communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (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, (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 Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") 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, install a generator 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 or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the 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 (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein 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 the 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, 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 hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent 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**."

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 (5th) 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, the 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) Upon the commencement 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 the 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 the Permitted Use 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 05 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: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 08 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of [REDACTED]. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

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 the 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 Effective Date, 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, costs or expenses in connection with a third party claim (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, invitees, 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, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, 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 9 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) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual 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) then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement 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, then 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 in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, 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 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 indemnification provisions contained in 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 01 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials 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, then 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, 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 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. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at a Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. 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 the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two-foot below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. 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 sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. 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 sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 0(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.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service 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 service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or 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, then 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 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 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 hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: Fighting Creek (KY)
Fixed Asset #: 14892270
1025 Lenox Park Blvd., NE
3rd Floor
Atlanta, Georgia 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: _____; Cell Site Name: Fighting Creek (KY)
Fixed Asset #: 14892270
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: Cumberland Gap Properties, LLC c/o James C. Hall
799 KY Highway 1527
Gray, KY 40734

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto 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 twenty-four (24) 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 *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the 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 *pro rata* 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 this 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 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 19, 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 (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) 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 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. 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 in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and 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 permitted by law. 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. Promptly after the Effective Date, 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 address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(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 may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(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 the 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 Section 2222(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant 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 Tenant 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 the Surrounding Property for the installation, operation or maintenance of other wireless communication 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 communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, 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 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

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 of Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit 24(b). Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, 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 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 the 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 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.

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

Cumberland Gap Properties, LLC,
a Kentucky limited liability company

By: [Signature]
Print Name: James C. Hall
Its: Member
Date: 6-25-19

LANDLORD ACKNOWLEDGMENT

STATE OF Kentucky)
COUNTY OF Knox) ss:

On the 24th day of June, 2019 before me, personally appeared James C. Hall, who acknowledged under oath, that he is the person named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: [Signature]
My Commission Expires: 6-21-22



EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 3

to the Land Lease Agreement dated April 2, 2020, by and between Cumberland Gap Properties, LLC, a Kentucky limited liability company, represented by James C. Hall, its Member, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:
Deed – D409, PG246

BEGINING on the east line of said Knox County Fair Association at the south west corner of a lot conveyed by Joshia Smith to Emily Ellis; thence with her line in an eastern direction 210 feet to an alley eight feet from Jacob Goshene line; thence parallel with said alley and Fair Ground line near 40 more or less feet to a stake; thence parallel with the first line 210 feet to a stake; thence parallel with the second to the S.E. corner of said Fair Ground and with same is all _____ feet to the Beginning.

This conveyance also includes the house located on this property.

Being the same property conveyed to Edmond Gregory (now deceased) by deed from Ola. B. Hardison Gregory, a widow, dated March 18, 1975 and recorded in Deed Book 161 at page 84 in the Knox County Court Clerk's Office. See also Last Will and Testament of Edmond Gregory recorded in Will Book 4 at page 144 in the office aforesaid.

The Premises are described and/or depicted as follows:

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
Gumberland Gap Properties, LLC
c/o James C. Hall
799 KY Highway 1527
Gray, KY 40734

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.

Cumberland Gap Properties, LLC
James C. Hall, Member

X 
Landlord Signature

EXHIBIT J
NOTIFICATION LISTING

Fighting Creek – Notice List

CUMBERLAND GAP PROPERTIES LLC
PO BOX 128
BARBOURVILLE KY 40906

GREGORY MARY J -ESTATE-
C/O AGNES BARTLESON
619 LOGAN AVE
DANVILLE KY 40422

KNOX COUNTY EMS
223 GREGORY LN
BARBOURVILLE KY 40906

KNOX COUNTY AMBULANCE SERVICE
223 GREGORY LN
BARBOURVILLE KY 40906

COUNTY OF KNOX
PO BOX 173
BARBOURVILLE KY 40906

RMS PROPERTIES
291 DAKOTA TRAIL
BARBOURVILLE KY 40906

CUMBERLAND JOINT VENTURES LLC
PO BOX 1570
BARBOURVILLE KY 40906

DAVIS MARY
1956 KY 1803
BARBOURVILLE KY 40906

POTTER MAGGIE MITCHELL EST
C/O DORA HARPER
154 HURRICANE LN
BARBOURVILLE KY 40906

BUCHANAN WILLIAM THOMAS
215 HIGH ST
BARBOURVILLE KY 40906

POWELL CLIFFORD K
504 ROTHBURY LN
LOUISVILLE KY 40242

KNOX HOSPITAL CORPORATION
80 HOSPITAL DR
BARBOURVILLE KY 40906

WARREN SHERISHA G J & JONATHAN B R B
BIGE & PHYLLIS WARREN HOLD LIFE ESTATE
461 ROARING FK RD
WALKER KY 40997

WARREN BIGE
461 ROARING FORK RD
WALKER KY 40997

JORDAN DAVID
823 N ALLISON AVE
BARBOURVILLE KY 40906

MILLS STEPHANIE
20 GOTHIC AVE
BARBOURVILLE KY 40906

HELTON GEORGE M
160 NOEVILLE HOLW RD
BARBOURVILLE KY 40906

PETERS JUANITA ETAL
83 CACTUS LN
BARBOURVILLE KY 4090

PETERS JUANITA
83 CACTUS LN
BARBOURVILLE KY 4090

PETERS BRYAN SCOTT
83 CACTUS LN
BARBOURVILLE KY 40906

HERMAN HANNAH
C/O ANDREW BENNETT
121 CACTUS LN
BARBOURVILLE KY 40906

HERMAN HANNAH
105 CACTUS LN
BARBOURVILLE KY 40906

WALKER KENNETH LEWIS
112 CACTUS LN
BARBOURVILLE KY 40906

WALKER KENNETH
112 CACTUS LN
BARBOURVILLE KY 40906

HARPER DORA MAEDARRYL & JAMES JR
DORA MORTON
154 HURRICANE LN
BARBOURVILLE KY 40906

G & M OIL COMPANY INC
76 OLD 25E
BARBOURVILLE KY 40906

EAST BARBOURVILLE COMMUNITY
CEMETERY
BARBOURVILLE, KY. 40906

ROSENWALD COMMUNITY CEM
BARBOURVILLE, KY. 40906

KNOX COUNTY AGRICULTURAL EXTENSION FOUNDATION INC
215 TRUEHAFT BLVD STE 7
BARBOURVILLE KY 40906

CAIN BILLY G & LARRY G
1391 TYE BEND RD
BARBOURVILLE KY 40906

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: Fighting Creek**

Dear Landowner:

New Cingular Wireless PCS, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 0 Boone HGT Gregory Lane, Barbourville, KY 40906 (36° 51' 06.44" North latitude, 83° 52' 03.80" West longitude). The proposed facility will include a 195-foot tall antenna tower with a 4-foot tall lightning arrestor attached at the top for a total structure height of 199-feet, plus 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 2020-00298 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

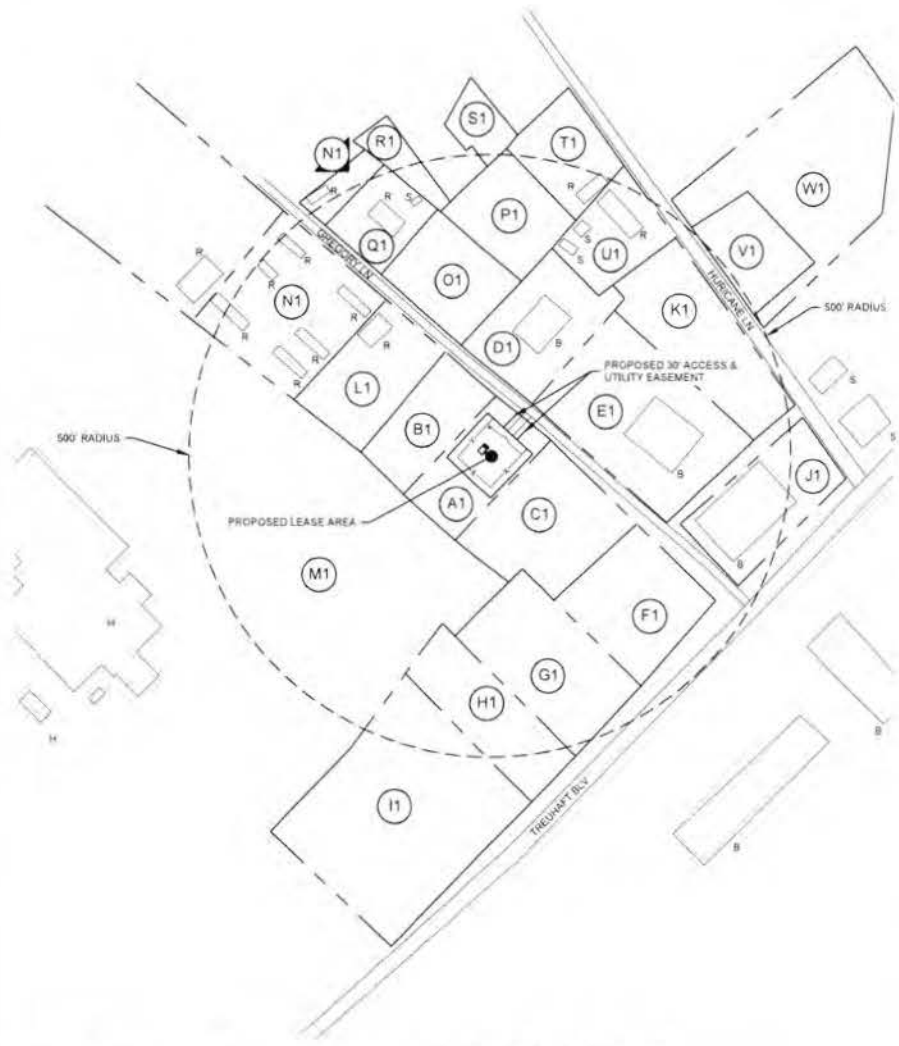
1. Beginning at the intersection of South Main Street and Daniel Boone Drive in Barbourville, KY, head northeast on Daniel Boone Drive (toward Cumberland Ave) and travel approximately 0.2 miles.
2. Turn right onto Cumberland Ave and travel approximately 0.8 miles.
3. Continue onto KY-2421 / Old 25 E and travel approximately 430 feet.
4. Turn right onto State Hwy 225 and travel approximately 0.4 miles.
5. Turn left onto Petersburg Lane and travel approximately 0.3 miles.
6. Turn right onto Gregory Lane and travel approximately 0.2 miles. The site is located on the right. The address for the parcel that the tower will be located on is 0 Boone HGT Gregory Lane, Barbourville, KY 40906.
7. The site coordinates are:
 - a. North 36 deg 51 min 06.44 sec
 - b. West 83° deg 52 min 03.80 sec



Prepared by:
Chris Shouse
Pike Legal Group
1578 Highway 44 East, Suite 6
P.O. Box 396
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

GENERAL NOTES:

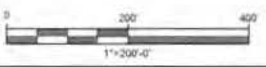
1. ALL INFORMATION SHOWN HERON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERK'S OFFICE ON 05/29/20 AND RE-VERIFIED ON 07/02/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
3. NOT FOR RECORDING OR PROPERTY TRANSFER



(A1)	PARCEL ID: 108-20-05-010.00 CUMBERLAND GAP PROPERTIES LLC PO BOX 126 BARBOURVILLE KY 40906
(B1)	PARCEL ID: 108-20-05-009.00 CUMBERLAND GAP PROPERTIES PO BOX 126 BARBOURVILLE KY 40906
(C1)	PARCEL ID: 108-20-05-011.00 GREGORY MARY J-ESTATE- C/O AGNES BARTLESON 619 LOGAN AVE DANVILLE KY 40422
(D1)	PARCEL ID: 108-20-05-009.01 CHADWELL DEBORAH 1814 KY 1803 BARBOURVILLE KY 40906
(E1)	PARCEL ID: 108-20-05-009.00 CHADWELL DEBBIE 1956 KY 1803 BARBOURVILLE KY 40906
(F1)	PARCEL ID: 108-20-05-012.00 CUMBERLAND GAP PROPERTIES PO BOX 126 BARBOURVILLE KY 40906
(G1)	PARCEL ID: 108-20-07-006.00 CUMBERLAND GAP PROPERTIES PO BOX 126 BARBOURVILLE KY 40906
(H1)	PARCEL ID: 108-20-07-007.01 COUNTY OF KNOX PO BOX 173 BARBOURVILLE KY 40906
(I1)	PARCEL ID: 108-20-07-007.02 RMS PROPERTIES 291 DAKOTA TRAIL BARBOURVILLE KY 40906
(J1)	PARCEL ID: 108-20-05-007.00 DAVIS MARY 1956 KY 1803 BARBOURVILLE KY 40906
(K1)	PARCEL ID: 108-20-05-006.00 POTTER MAGGIE MITCHELL EST C/O DORA HARPER 154 HURRICANE LN BARBOURVILLE KY 40906
(L1)	PARCEL ID: 108-20-05-010.00 POWELL CLIFFORD K 504 ROTHBURY LN LOUISVILLE KY 40242
(M1)	PARCEL ID: 080-40-04-044.00 KNOX HOSPITAL CORPORATION 80 HOSPITAL DR BARBOURVILLE KY 40906
(N1)	PARCEL ID: 108-20-05-005.00 WARREN SHERISHA G J & JONATHAN B R B BIGE & PHYLLIS WARREN HOLD LIFE ESTATE 461 ROARING FK RD WALKER KY 40997
(O1)	PARCEL ID: 108-20-05-010.00 POWELL CLIFFORD K 504 ROTHBURY LN LOUISVILLE KY 40242
(P1)	PARCEL ID: N/A NOT AVAILABLE AT THIS TIME
(Q1)	PARCEL ID: 108-20-05-011.00 BUCHANAN WILLIAM T 215 HIGH ST BARBOURVILLE KY 40906

(R1)	PARCEL ID: 108-20-05-014.05 JORDAN MARGARET ETAL C/O JUANITA PETERS 83 CACTUS LN BARBOURVILLE KY 40906
(S1)	PARCEL ID: 108-20-05-014.06 PETERS BRYAN SCOTT 83 CACTUS LN BARBOURVILLE KY 40906
(T1)	PARCEL ID: 108-20-05-004.00 HARPER DORA MAE & JAMES 154 HURRICANE LN BARBOURVILLE KY 40906
(U1)	PARCEL ID: 108-20-05-005.00 HARPER JAMES R & DORA MAE 154 HURRICANE LN BARBOURVILLE KY 40906
(V1)	PARCEL ID: 108-20-04-013.00 G & M OIL COMPANY INC 76 OLD 25E BARBOURVILLE KY 40906
(W1)	PARCEL ID: 108-20-04-014.00 EAST BARBOURVILLE COMMUNITY CEMETERY BARBOURVILLE, KY. 40906

EXISTING BUILDINGS
B=BARN
C=CHURCH
G=GARAGE
H=HOSPITAL
R=RESIDENCE
S=SHED



500' RADIUS AND ABUTTERS MAP
11"x17" SCALE 1"=200'-0"



07/02/2020
RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS				
DATE	DESCRIPTION	REVISED BY	DATE	BY
07/02/2020	CONSTRUCTION			

DRAWN BY: CTB
CHECKED BY: CDB
APPROVED BY: RM
DRAWING PROJECT NO: 21352

THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROPRIETARY IN NATURE. REPRODUCTION OR CAUSING TO BE REPRODUCED, THE WHOLE OR ANY PART OF THESE DRAWINGS, WITHOUT THE PERMISSION OF MASTEC NETWORK SOLUTIONS IS PROHIBITED.

PREPARED FOR

PREPARED BY

307 AIRPORT BLVD, SUITE 111
MORRISVILLE, NC 27560

SITE NAME
FIGHTING CREEK

FA LOCATION
14892270

SITE ADDRESS:
**0 BOONE HGT GREGORY LANE
BARBOURVILLE, KY 40906**

SHEET TITLE
**500' RADIUS AND
ABUTTERS MAP**

SHEET NUMBER
B-1

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

Mike Mitchell
County Judge Executive
P.O. Box 173
Barbourville, KY 40906

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2020-00298
Site Name: Fighting Creek

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 0 Boone HGT Gregory Lane, Barbourville, KY 40906 (36° 51' 06.44" North latitude, 83° 52' 03.80" West longitude). The proposed facility will include a 195-foot tall antenna tower with a 4-foot tall lightning arrestor attached at the top for a total structure height of 199-feet, plus 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 2020-00298 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 South Main Street and Daniel Boone Drive in Barbourville, KY, head northeast on Daniel Boone Drive (toward Cumberland Ave) and travel approximately 0.2 miles.
2. Turn right onto Cumberland Ave and travel approximately 0.8 miles.
3. Continue onto KY-2421 / Old 25 E and travel approximately 430 feet.
4. Turn right onto State Hwy 225 and travel approximately 0.4 miles.
5. Turn left onto Petersburg Lane and travel approximately 0.3 miles.
6. Turn right onto Gregory Lane and travel approximately 0.2 miles. The site is located on the right. The address for the parcel that the tower will be located on is 0 Boone HGT Gregory Lane, Barbourville, KY 40906.
7. The site coordinates are:
 - a. North 36 deg 51 min 06.44 sec
 - b. West 83° deg 52 min 03.80 sec



Prepared by:
Chris Shouse
Pike Legal Group
1578 Highway 44 East, Suite 6
P.O. Box 396
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

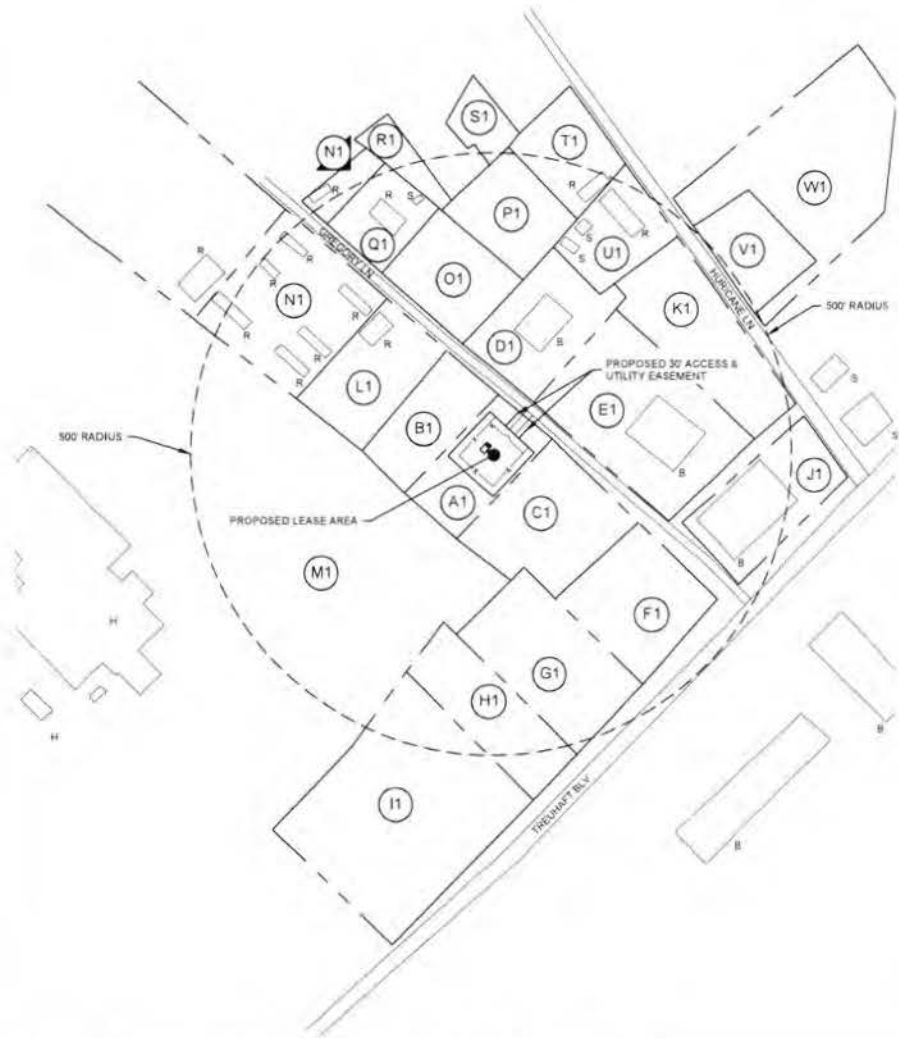
GENERAL NOTES:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERKS OFFICE ON 05/29/20 AND RE-VERIFIED ON 07/02/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL, INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER

(A1)	PARCEL ID: 108-20-05-010.00 CUMBERLAND GAP PROPERTIES LLC PO BOX 128 BARBOURVILLE KY 40906
(B1)	PARCEL ID: 108-20-05-009.00 CUMBERLAND GAP PROPERTIES PO BOX 128 BARBOURVILLE KY 40906
(C1)	PARCEL ID: 108-20-05-011.00 GREGORY MARY J-ESTATE- C/O AGNES BARTLESON 619 LOGAN AVE DANVILLE KY 40422
(D1)	PARCEL ID: 108-20-05-009.01 CHADWELL DEBORAH 1914 KY 1903 BARBOURVILLE KY 40906
(E1)	PARCEL ID: 108-20-05-009.00 CHADWELL DEBBIE 1956 KY 1903 BARBOURVILLE KY 40906
(F1)	PARCEL ID: 108-20-05-012.00 CUMBERLAND GAP PROPERTIES PO BOX 128 BARBOURVILLE KY 40906
(G1)	PARCEL ID: 108-20-07-008.00 CUMBERLAND GAP PROPERTIES PO BOX 128 BARBOURVILLE KY 40906
(H1)	PARCEL ID: 108-20-07-007.01 COUNTY OF KNOX PO BOX 173 BARBOURVILLE KY 40906
(I1)	PARCEL ID: 108-20-07-007.02 RMS PROPERTIES 291 DAKOTA TRAIL BARBOURVILLE KY 40906
(J1)	PARCEL ID: 108-20-05-007.00 DAVIS MARY 1956 KY 1903 BARBOURVILLE KY 40906
(K1)	PARCEL ID: 108-20-05-006.00 POTTER MAGGIE MITCHELL EST C/O DORA HARPER 154 HURRICANE LN BARBOURVILLE KY 40906
(L1)	PARCEL ID: 108-20-05-010.00 POWELL CLIFFORD K 504 ROTHBURY LN LOUISVILLE KY 40242
(M1)	PARCEL ID: 090-40-04-044.00 KNOX HOSPITAL CORPORATION 80 HOSPITAL DR BARBOURVILLE KY 40906
(N1)	PARCEL ID: 108-20-05-005.00 WARREN SHERISHA G J & JONATHAN B R B BROE & PHYLLIS WARREN HOLD LIFE ESTATE 491 ROARING FK RD WALKER KY 40967
(O1)	PARCEL ID: 108-20-05-010.00 POWELL CLIFFORD K 504 ROTHBURY LN LOUISVILLE KY 40242
(P1)	PARCEL ID: N/A NOT AVAILABLE AT THIS TIME
(Q1)	PARCEL ID: 108-20-05-011.00 BUCHANAN WILLIAM T 215 HIGH ST BARBOURVILLE KY 40906

(R1)	PARCEL ID: 108-20-05-014.05 JORDAN MARGARET ETAL C/O JUANITA PETERS 83 CACTUS LN BARBOURVILLE KY 40906
(S1)	PARCEL ID: 108-20-05-014.06 PETERS BRYAN SCOTT 83 CACTUS LN BARBOURVILLE KY 40906
(T1)	PARCEL ID: 108-20-05-004.00 HARPER DORA MAE & JAMES 154 HURRICANE LN BARBOURVILLE KY 40906
(U1)	PARCEL ID: 108-20-05-005.00 HARPER JAMES R & DORA MAE 154 HURRICANE LN BARBOURVILLE KY 40906
(V1)	PARCEL ID: 108-20-04-013.00 G & M OIL COMPANY INC 76 OLD 35E BARBOURVILLE KY 40906
(W1)	PARCEL ID: 108-20-04-014.00 EAST BARBOURVILLE COMMUNITY CEMETERY BARBOURVILLE, KY 40906

EXISTING BUILDINGS
B=BARN
C=CHURCH
G=GARAGE
H=HOSPITAL
R=RESIDENCE
S=SHED



500' RADIUS AND ABUTTERS MAP
11"x17" SCALE 1"=200'-0"



07/02/2020
RAPHAEL MOHAMED, P.E.
KENTUCKY LIC. NO. 24429

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
07/02/2020	CONSTRUCTION	S	RM

DRAWN BY: CTK
CHECKED BY: CDR
APPROVED BY: RM
MVA PROJECT NO: 21352

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PREPARED FOR

PREPARED BY

1907 AIRPORT BLVD, SUITE 111
MORNINGSIDES, KY 40365

SITE NAME:
FIGHTING CREEK

FA LOCATION:
14892270

SITE ADDRESS:
**0 BOONE HGT GREGORY LANE
BARBOURVILLE, KY 40906**

SHEET TITLE
**500' RADIUS AND
ABUTTERS MAP**

SHEET NUMBER
B-1



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

SITE NAME: FIGHTING CREEK
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 2020-00298 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 2020-00298 in your correspondence.



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 TELEPHONE: (606) 546-9225

The Barbourville Mountain Advocate
Attn: Public Notice Ad Placement
214 Knox Street
Barbourville, KY 40906

RE: Legal Notice Advertisement
Site Name: Fighting Creek

Dear Barbourville Mountain Advocate:

Please publish the following legal notice advertisement in the next edition of *The Barbourville Mountain Advocate*:

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 0 Boone HGT Gregory Lane, Barbourville, KY 40906 (36° 51' 06.44" North latitude, 83° 52' 03.80" 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 2020-00298 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,
Chris Shouse
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 36.850461
Long: -83.866169
Radius: .35 miles

Fighting Creek Search Area