## 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 CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF BREATHITT

) CASE NO.: 2020-00307

SITE NAME: TAULBEE

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

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

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

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

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

PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4<sup>th</sup> Street, Suite 2400, Louisville, 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 Vancleve, Vancleve, KY 41385 (37° 38' 04.8966" North latitude, 83° 22' 02.2625" 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 James Paul King pursuant to a deed recorded at Deed Book 127, Page 733 in the office of the County Clerk. The proposed WCF will consist of a 305-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 320-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 application to the Kentucky Airport Zoning Commission ("KAZC") for the proposed site is attached as **Exhibit F**.

15. 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 agreements or abbreviated agreements recorded with the County Clerk are 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 rural and surrounded by densely wooded tracts of land. There are no existing residential structures located within 500' of the proposed tower location.

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. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II)

program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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,

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

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# 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 <u>https://app.sos.ky.gov/ftshow/certvalidate.aspx</u> 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 28<sup>th</sup> day of May, 2019, in the 227<sup>th</sup> year of the Commonwealth.



dergan Ceimes Alison Lundergan Grimes

Secretary of State Commonwealth of Kentucky 216299/0481848

#### **REFERENCE COPY**

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	Federal Communica Wireless Telecomm		n	
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CIN	GULAR WIRELESS PCS, LLC			
ATTN: CECIL J MATH	EW	Call KNL		File Number
NEW CINGULAR WIR 208 S AKARD ST., RM DALLAS, TX 75202			Radio Servi CW - PCS Broad	
Registration Number (FR		Expiration Date	Pr	int Data
Registration Number (FR Grant Date 04-14-2017	<b>Effective Date</b> 08-31-2018	Expiration Date 04-28-2027	Pr	int Date
Grant Date	Effective Date 08-31-2018 Chann		Pri Sub-Market D 0	
Grant Date 04-14-2017 Market Number	Effective Date 08-31-2018 Chann	04-28-2027 el Block	_	

#### Waivers/Conditions:

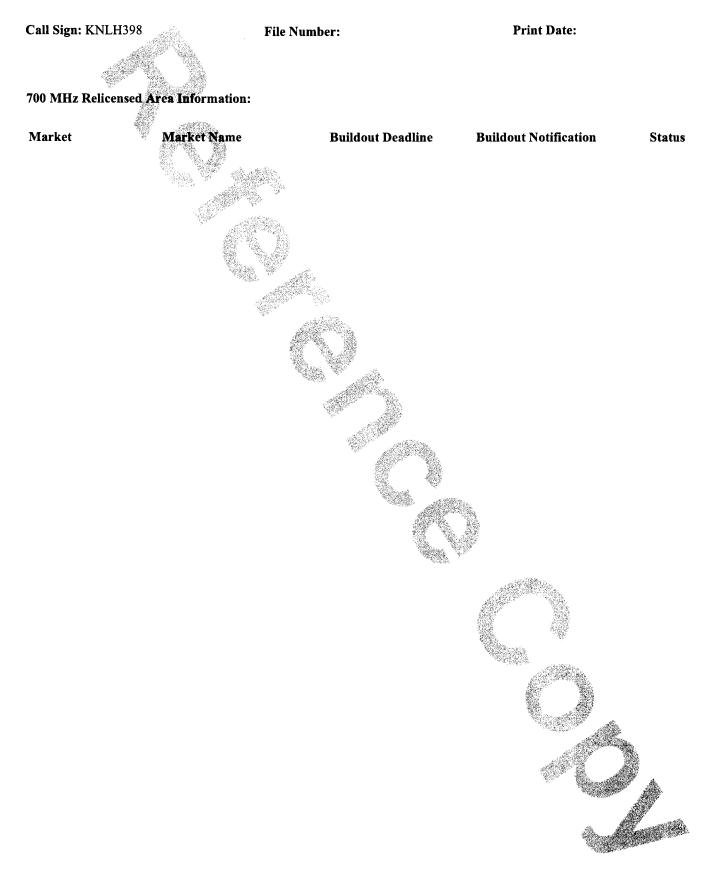
This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada 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.



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	Federal Communic Wireless Telecomm		on
COMMISSION	RADIO STATION A	AUTHORIZATION	
LICENSEE: NEW CINC	GULAR WIRELESS PCS, LLC		
ATTN: CECIL J MATHI			I Sign File Number
NEW CINGULAR WIR) 208 S AKARD ST., RM DALLAS, TX 75202	and the second sec		Radio Service CW - PCS Broadband
CRegistration Number (FR	N): 0003291192		
C Registration Number (FR Grant Date 05-27-2015	<b>Effective Date</b> 08-31-2018	Expiration Date 06-23-2025	Print Date
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Grant Date 05-27-2015 Market Number	Effective Date 08-31-2018 Chann	06-23-2025 nel Block A	Sub-Market Designator

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#### File Number:

Print Date:

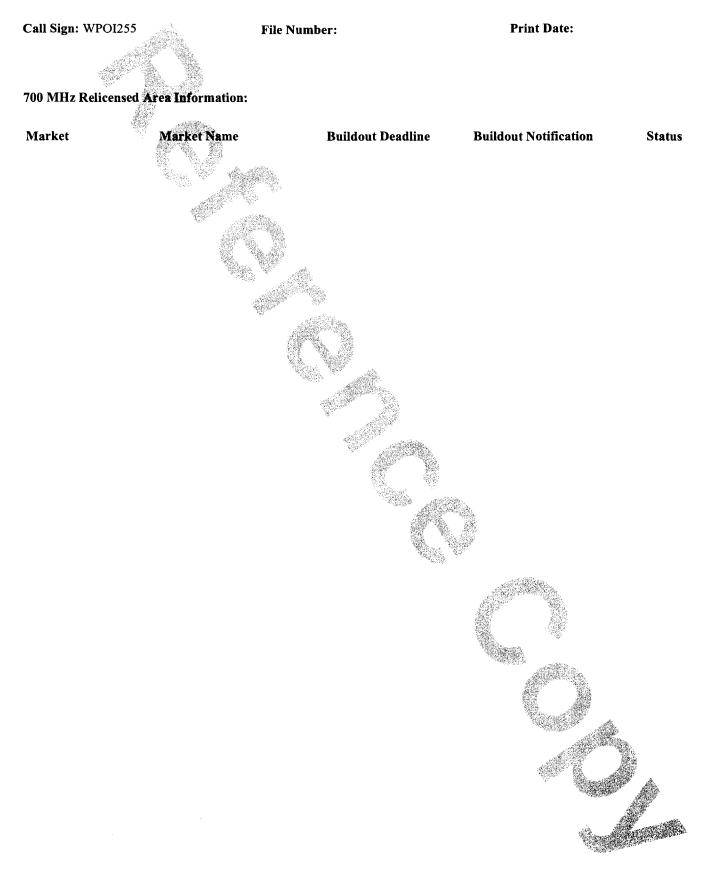
This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

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).



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	Federal Communic Wireless Telecomm		sion	
COMMISSION *	RADIO STATION A	AUTHORIZATION		
LICENSEE: NEW CIN	GULAR WIRELESS PCS, LLC			
ATTN: CECIL J MATH			Call Sign QGA823	File Number
NEW CINGULAR WIR	ELESS PCS, LLC		Radio	Service
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DALLAS, TX 75202 Registration Number (FR Grant Date	EXN): 0003291192 Effective Date 02-16-2019 Chann	Expiration Date	2110-21 e	55 MHz)
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#### 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.



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	Federal Communic Wireless Telecomm		on	
COMMISSION	RADIO STATION A	UTHORIZATION		
LICENSEE: NEW CINC	GULAR WIRELESS PCS, LLC			
ATTN: CECIL J MATHI	EW		ll Sign 3D755	File Number
NEW CINGULAR WIR			Radio	
208 S AKARD ST., RM DALLAS, TX 75202	1015	AW	- AWS (1710 2110-215	0-1755 MHz and 55 MHz)
DALLAS, TX 75202		AW		
DALLAS, TX 75202		AW Expiration Date 12-18-2021		
DALLAS, TX 75202 Registration Number (FR Grant Date	EN): 0003291192 Effective Date 08-31-2018 Chann	Expiration Date	2110-215	55 MHz)
DALLAS, TX 75202 Registration Number (FR Grant Date 12-18-2006 Market Number	EN): 0003291192 Effective Date 08-31-2018 Chann	Expiration Date 12-18-2021 el Block C	2110-215	95 MHz) Print Date ket Designator

### Waivers/Conditions:

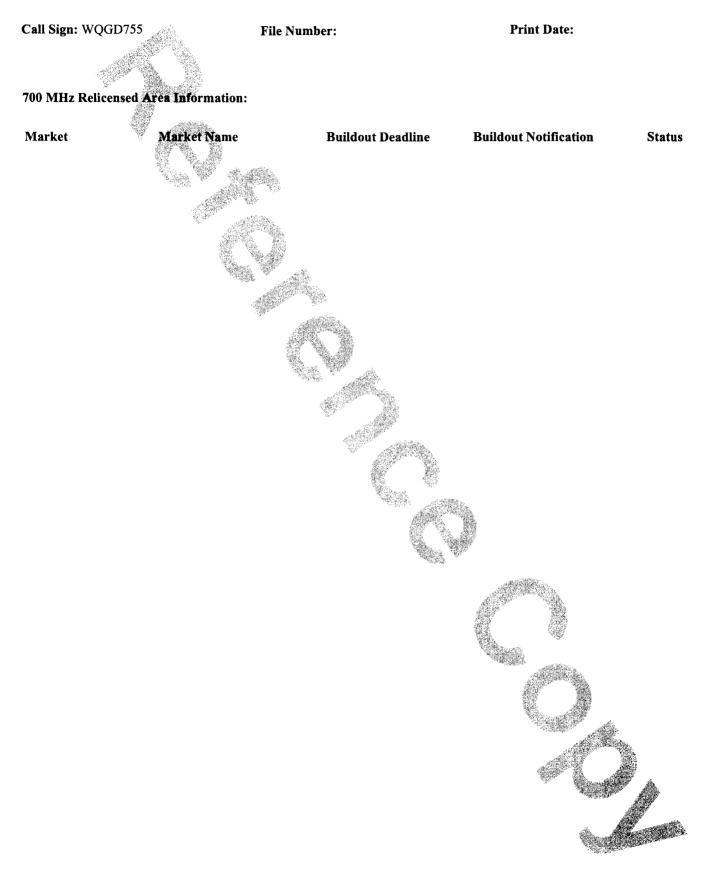
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Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station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

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	Federal Communics Wireless Telecomm RADIO STATION A	unications Bureau	on	
LICENSEE: NEW CINC	GULAR WIRELESS PCS, LLC			
ATTN: CECIL J. MATH	EW		ll Sign LF251	File Number
NEW CINGULAR WIRJ 208 S AKARD ST., RM DALLAS, TX 75202			Radio S CW - PCS I	
Grant Date	Effective Date	Expiration Date		Print Date
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06-02-2015 Market Number	Effective Date 01-16-2020 Chann	06-23-2025 nel Block A	Sub-Mar	ket Designator

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Call Sign: KNLF251

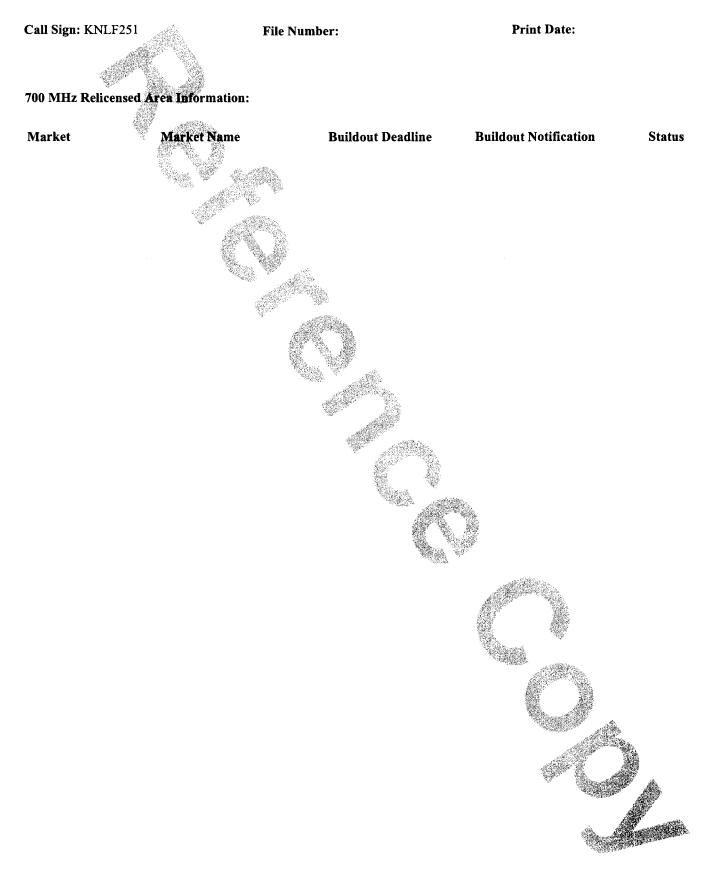
#### File Number:

Print Date:

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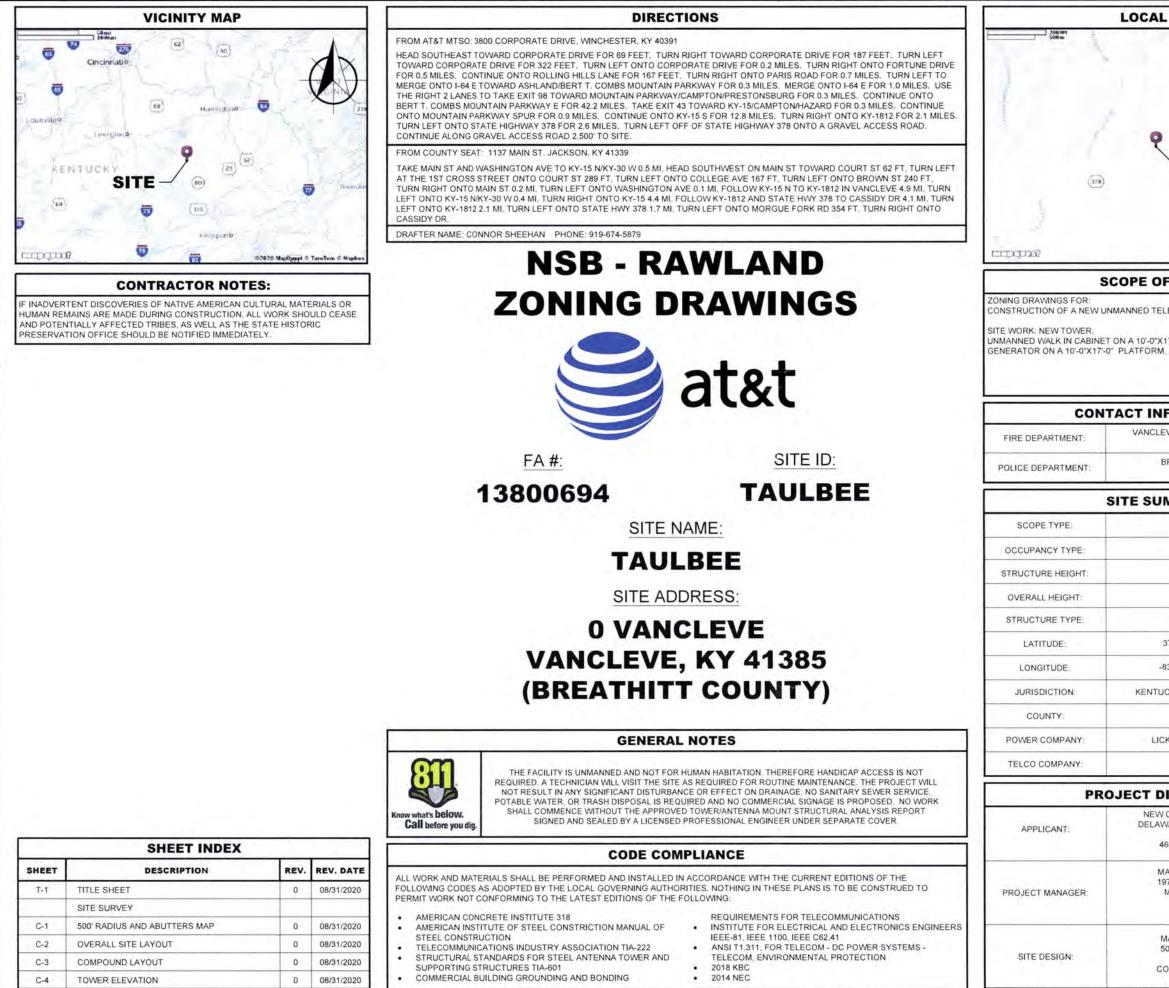
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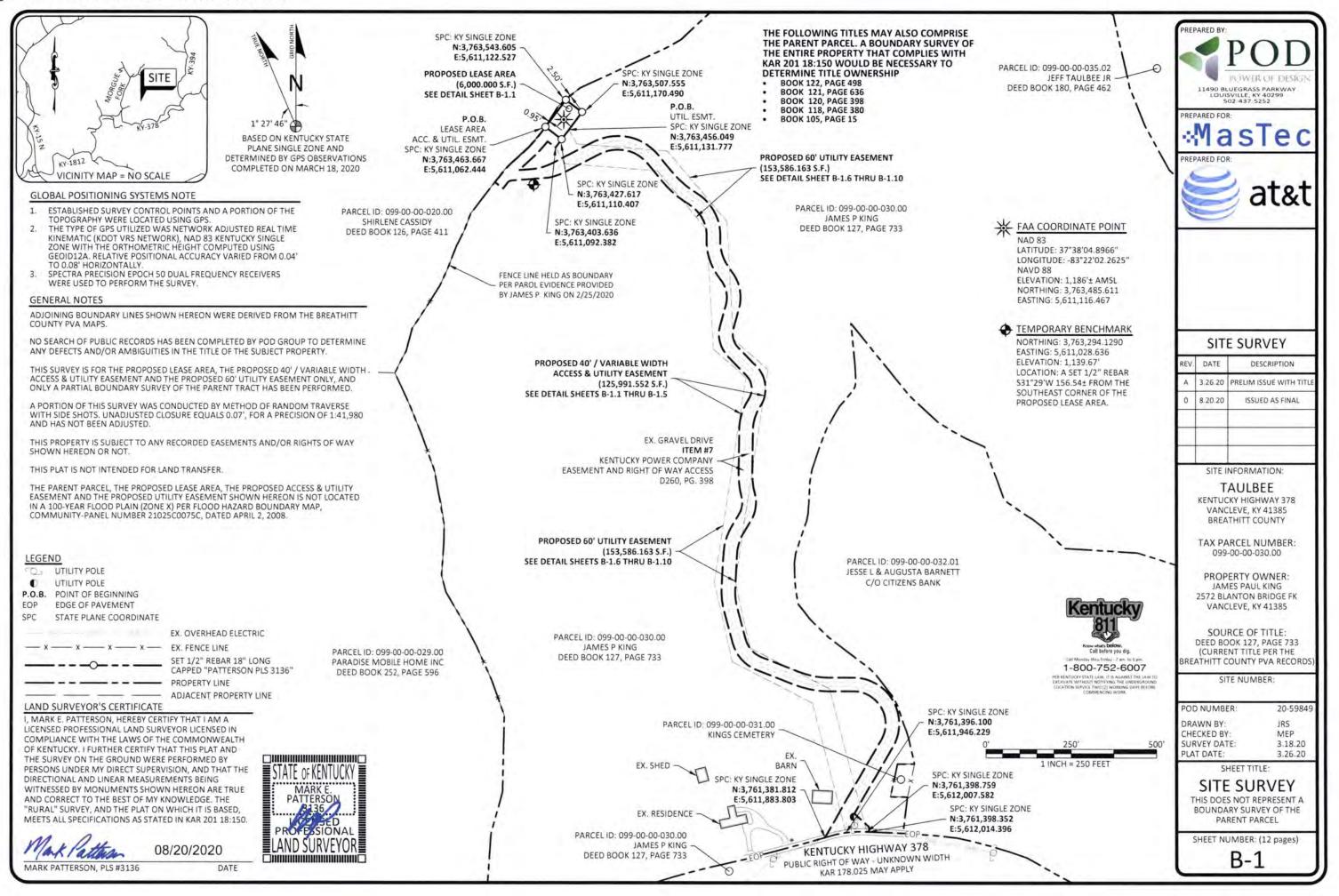
# EXHIBIT B

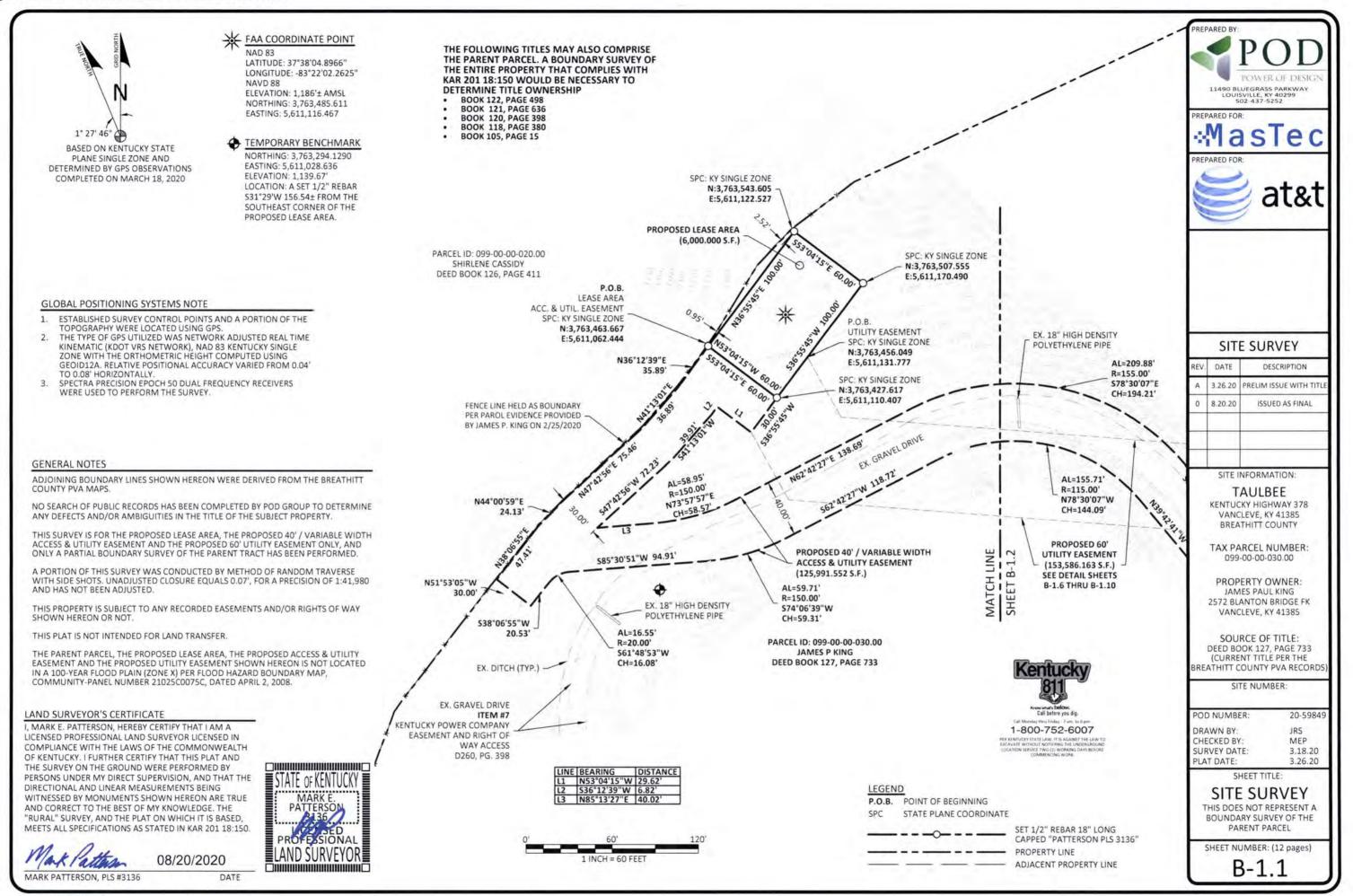
# SITE DEVELOPMENT PLAN:

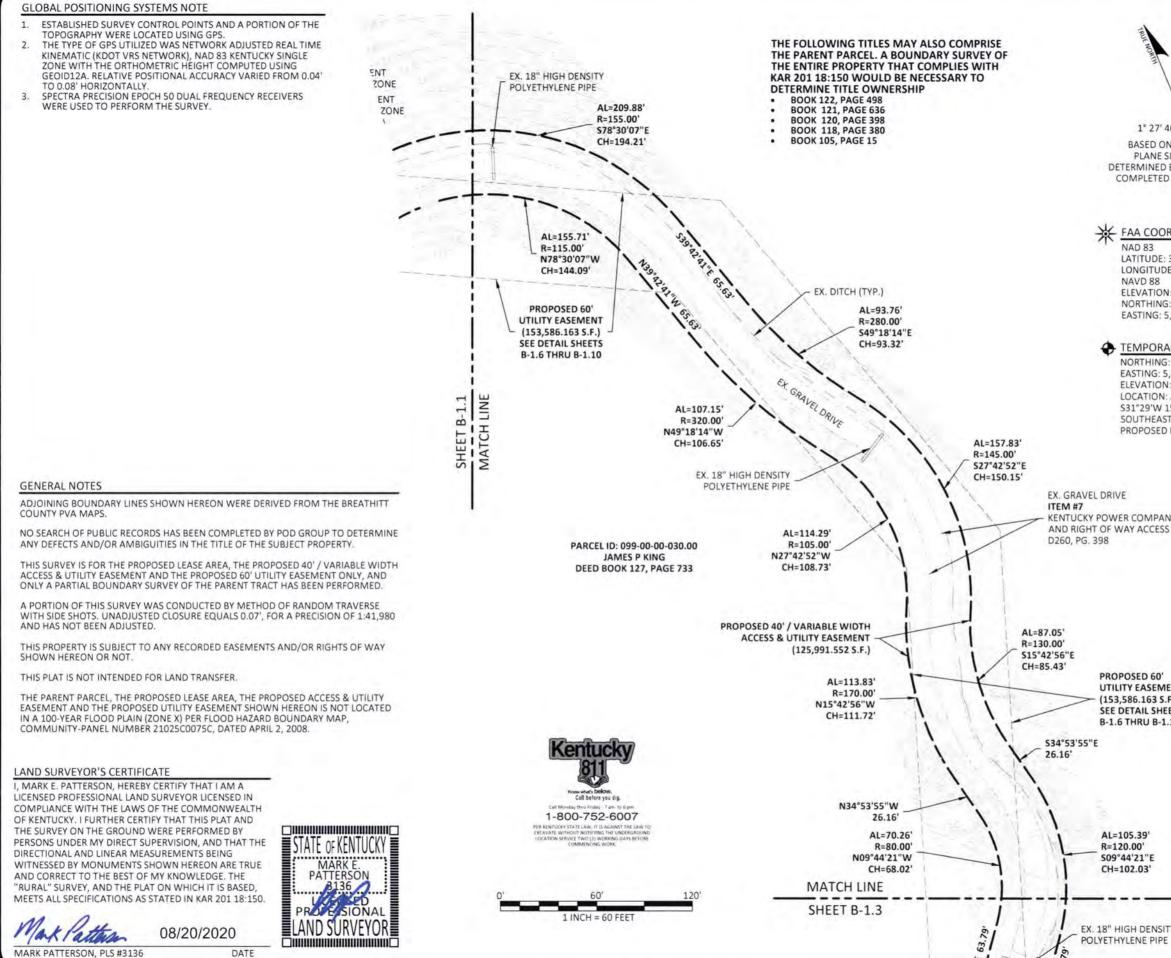
500' VICINITY MAP LEGAL DESCRIPTIONS FLOOD PLAIN CERTIFICATION SITE PLAN VERTICAL TOWER PROFILE



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12 South State	RAPHAE MOHAME 24429	D	N/1/202
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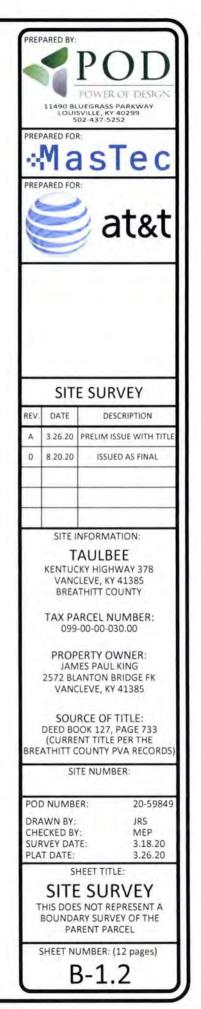


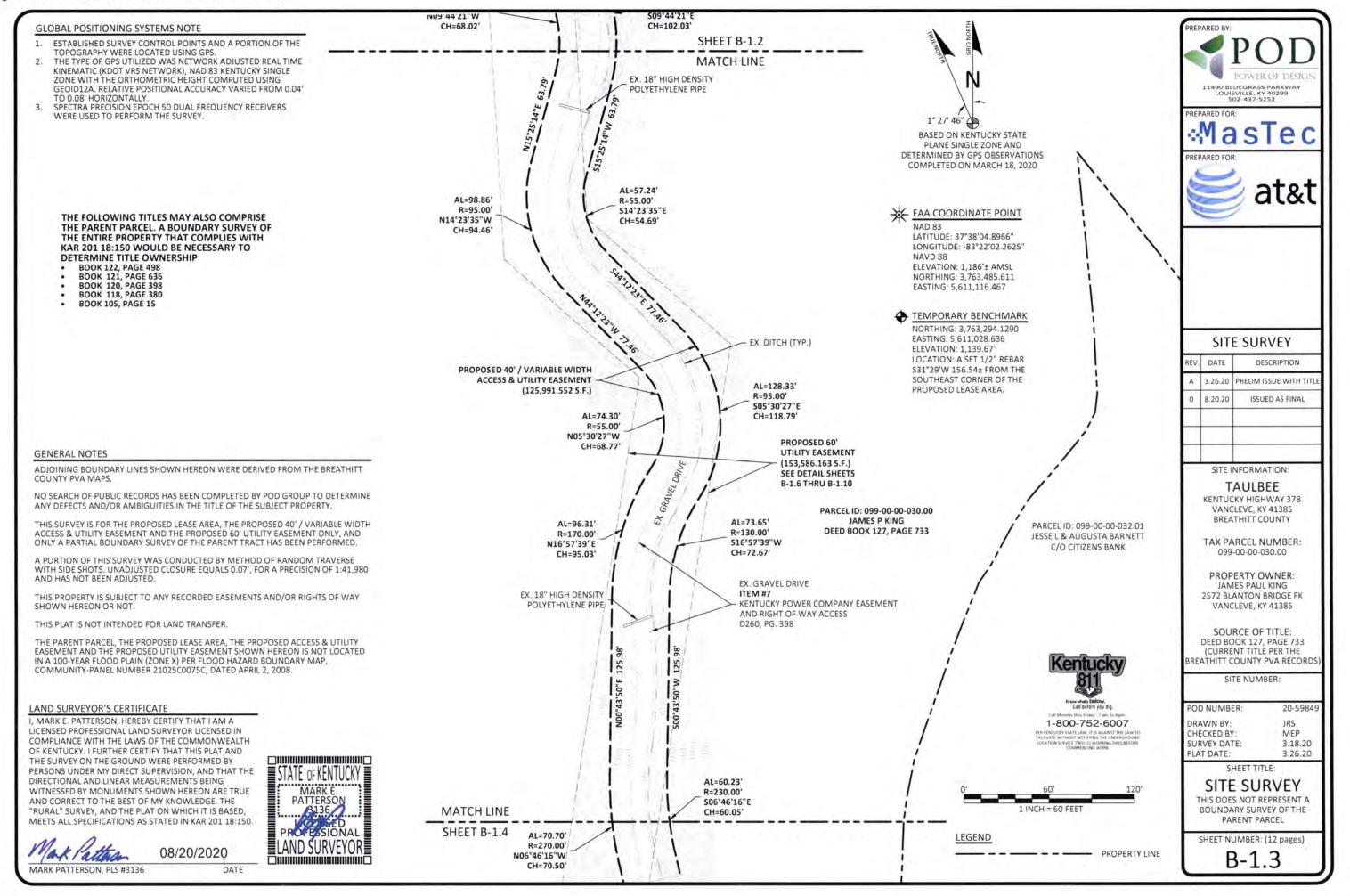


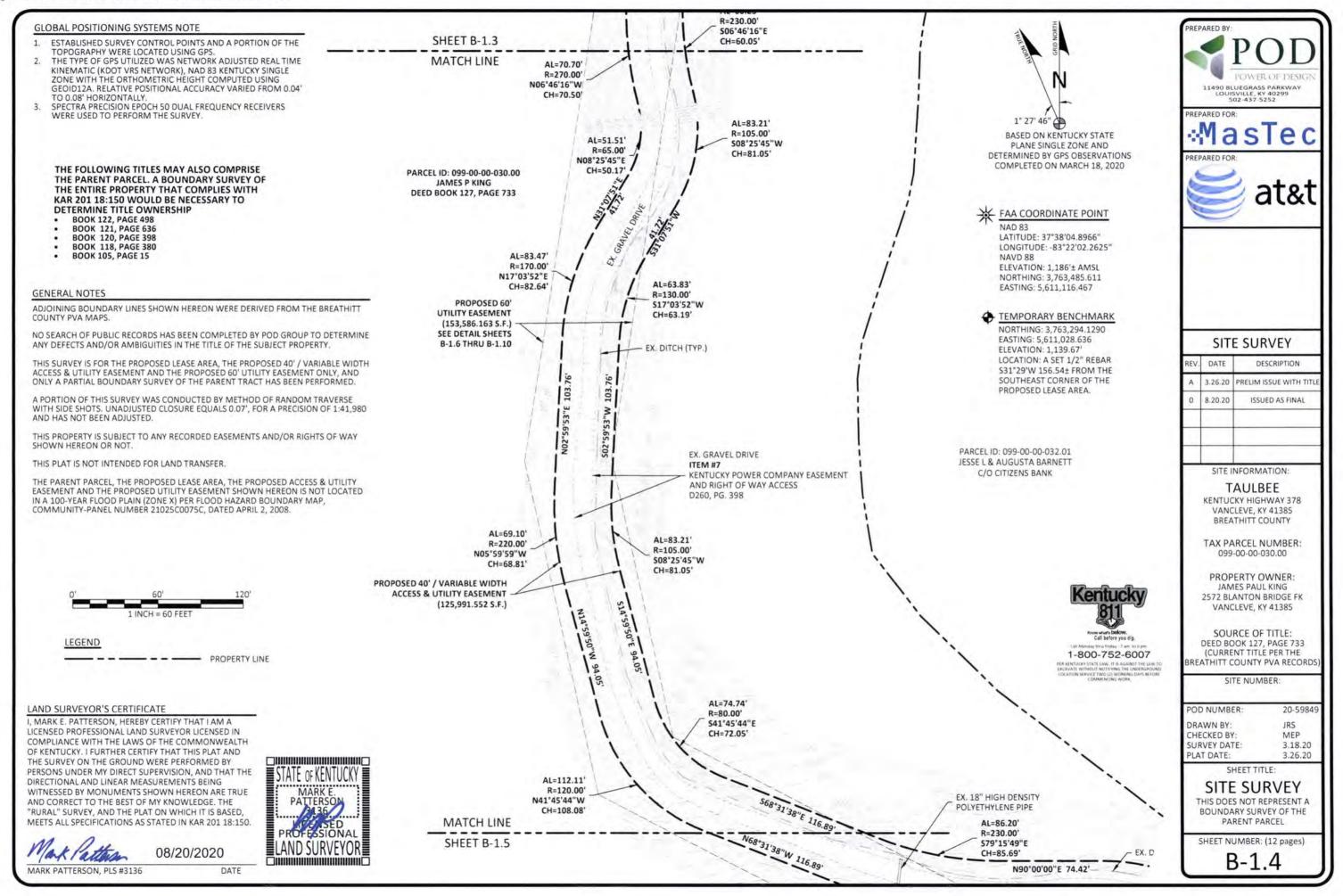


NORTH
N N N N N N N N N N N N N N N N N N N
1° 27' 46"
BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND ETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 18, 2020
FAA COORDINATE POINT NAD 83 LATITUDE: 37°38'04.8966'' LONGITUDE: -83°22'02.2625'' NAVD 88 ELEVATION: 1,186'± AMSL NORTHING: 3,763,485.611 EASTING: 5,611,116.467
TEMPORARY BENCHMARK NORTHING: 3,763,294.1290 EASTING: 5,611,028.636 ELEVATION: 1,139.67' LOCATION: A SET 1/2" REBAR S31"29'W 156.54± FROM THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA.
/E
ER COMPANY EASEMENT NAY ACCESS
POSED 60' ITY EASEMENT 8,586.163 S.F.) DETAIL SHEETS 6 THRU B-1.10
105.39' 20.00' *44'21"E ±102.03'

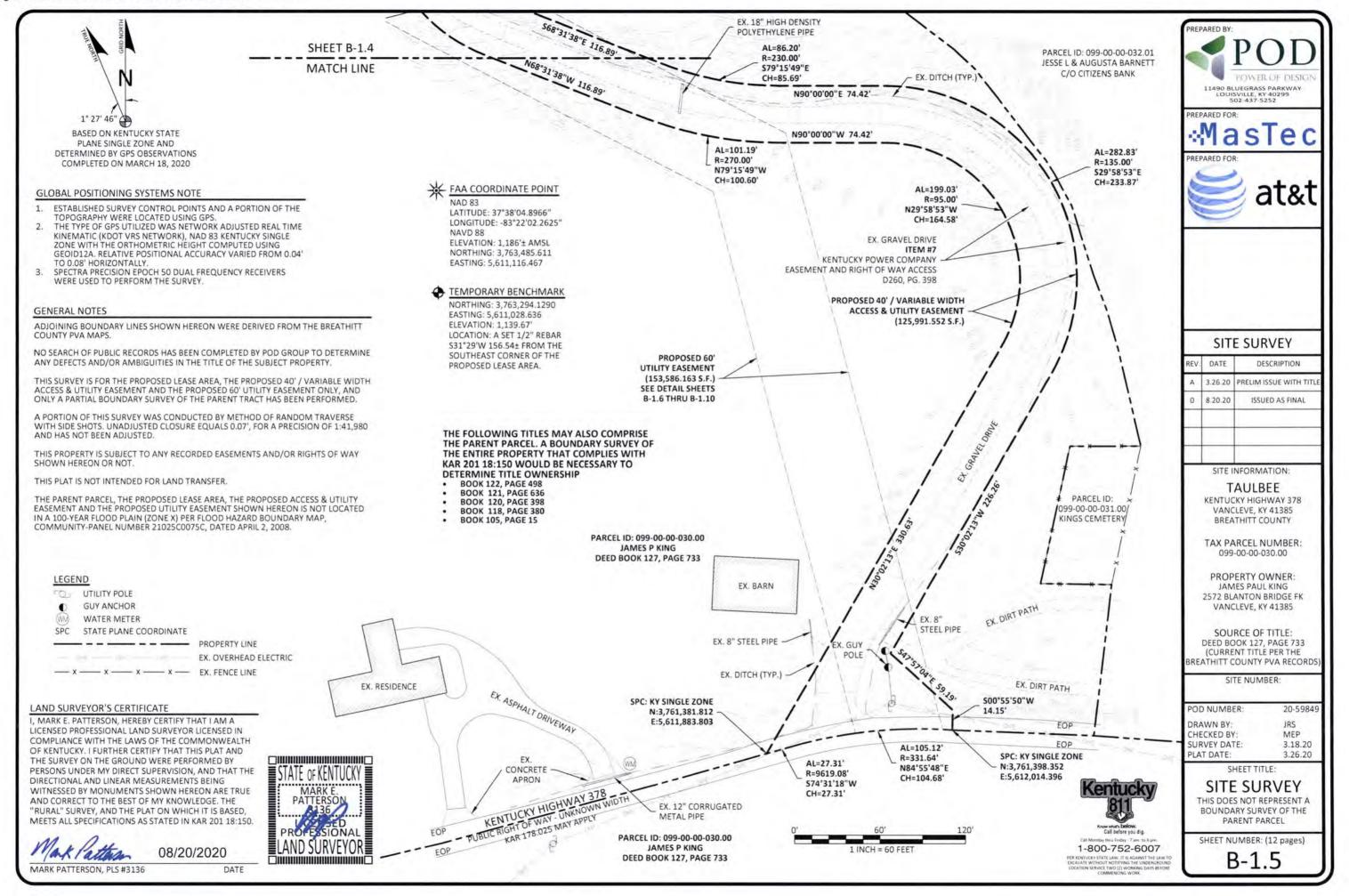
EX. 18" HIGH DENSITY

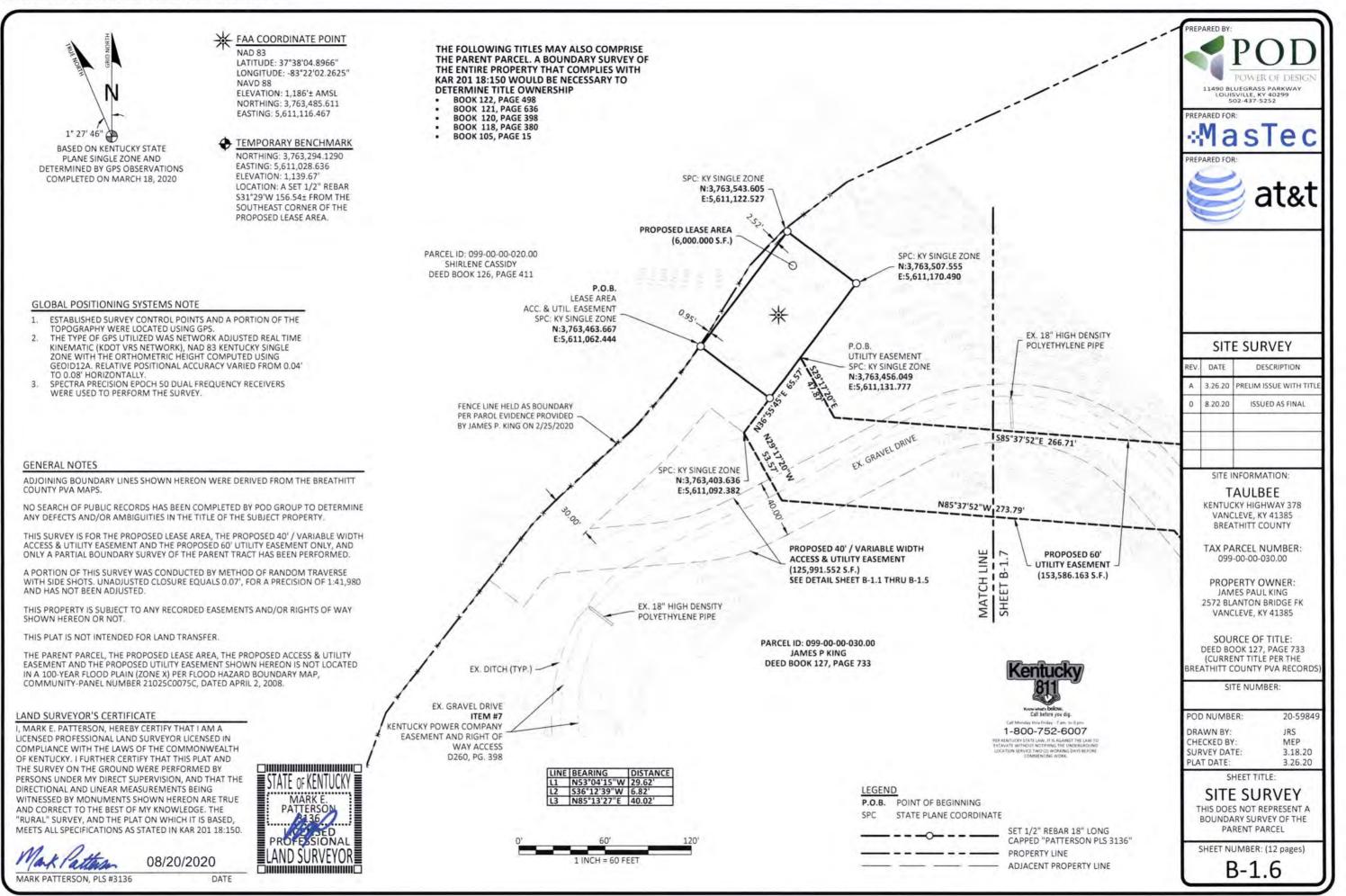


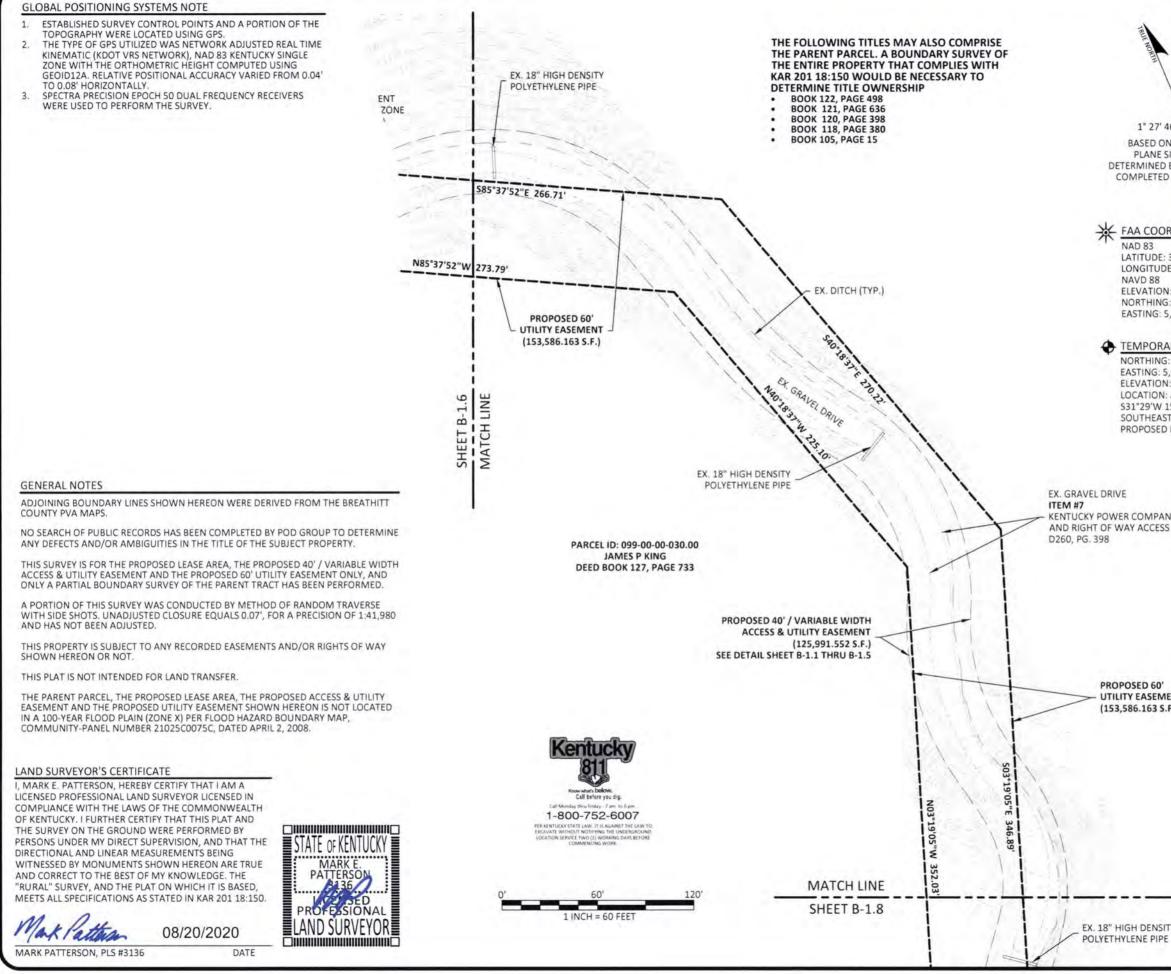




DigiSigner Document ID: f517a76d-ab7c-44cb-80ea-49f599e18783

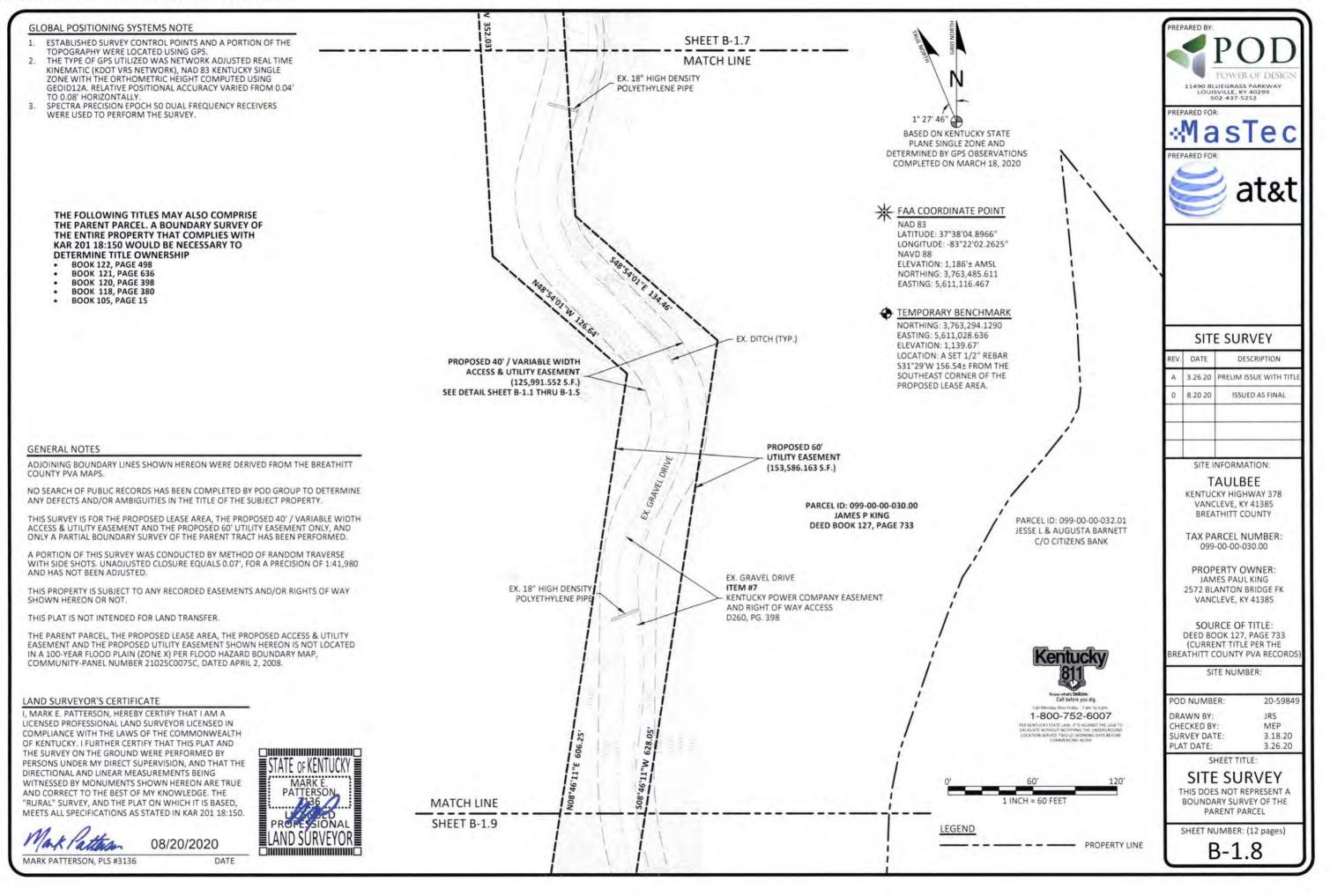


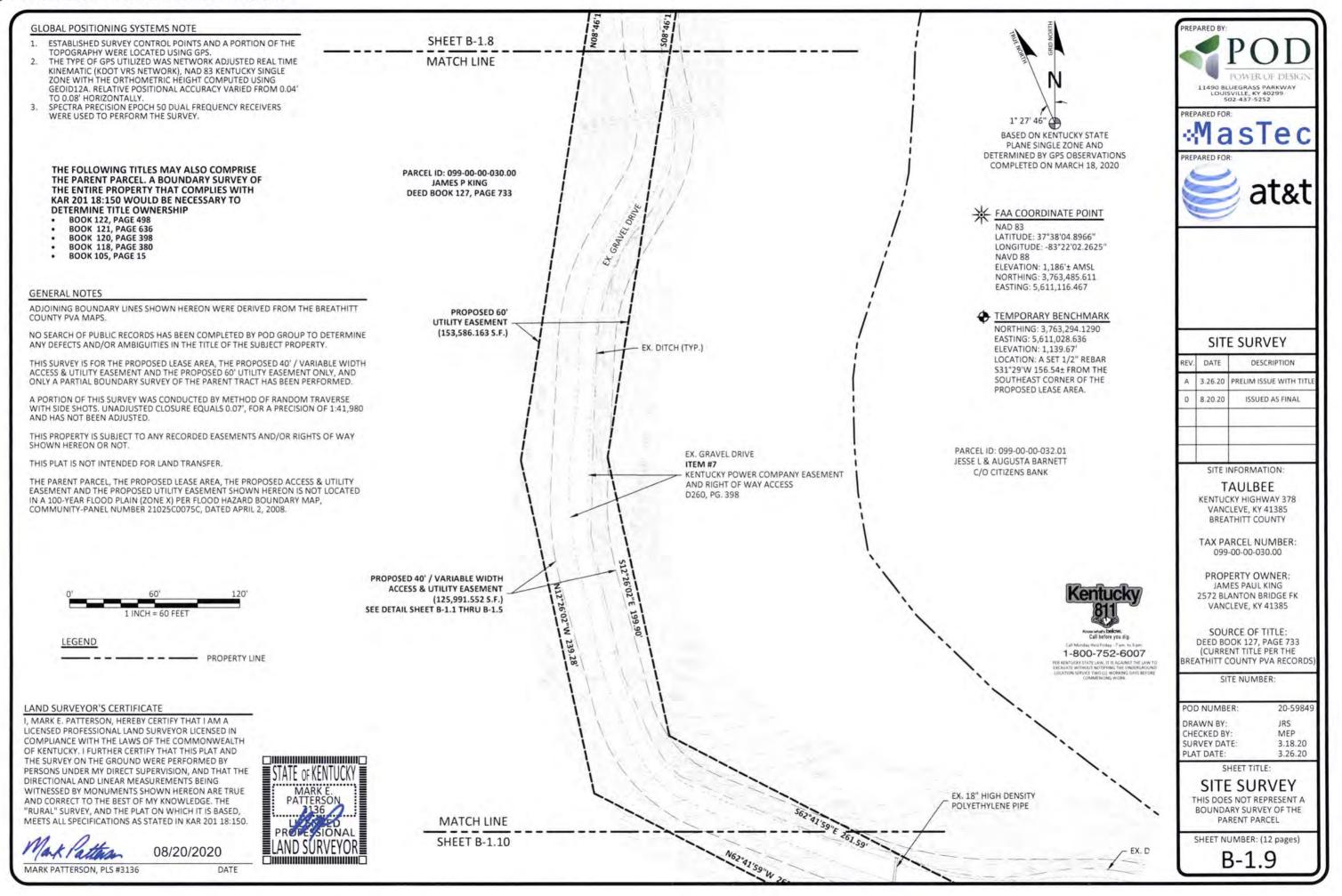




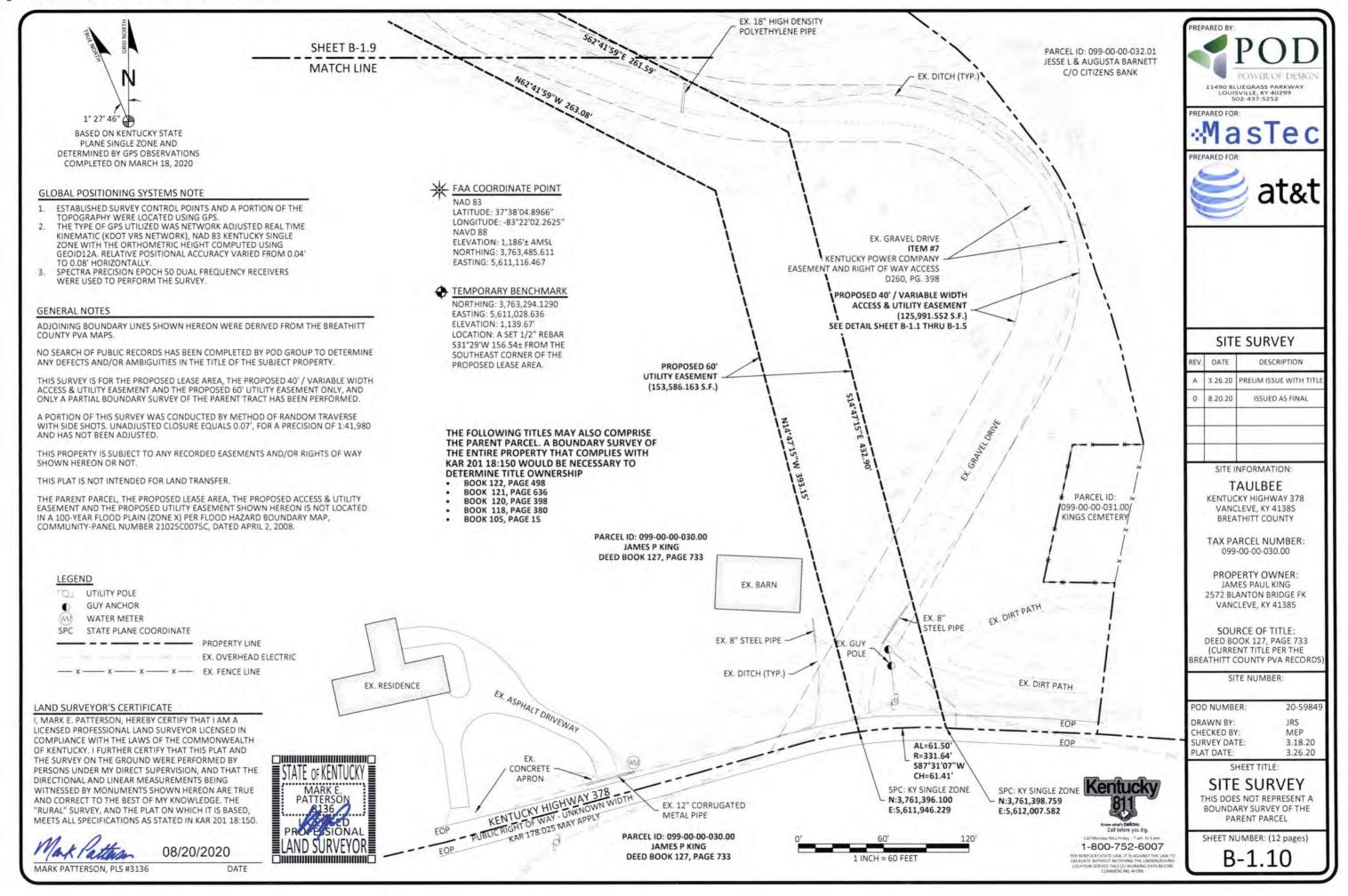
E	
THUR HON JUNE	
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1° 27' 46" BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND	
ETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 18, 2020	
A COORDINATE POINT	
LATITUDE: 37"38'04.8966" LONGITUDE: -83"22'02.2625" NAVD 88	
ELEVATION: 1,186'± AMSL NORTHING: 3,763,485.611 EASTING: 5,611,116.467	
TEMPORARY BENCHMARK	
NORTHING: 3,763,294.1290 EASTING: 5,611,028.636 ELEVATION: 1,139.67'	
LOCATION: A SET 1/2" REBAR S31"29'W 156.54± FROM THE SOUTHEAST CORNER OF THE	
PROPOSED LEASE AREA.	
IVE VER COMPANY EASEMENT	
WAY ACCESS	
DPOSED 60' ILITY EASEMENT 3,586.163 S.F.)	
HIGH DENSITY	

PREF	PREPARED BY: POWER OF DESIGN LI490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 SU2-437-5252 PREPARED FOR: Mastec PREPARED FOR: DEPARED FOR:				
	SIT	E SURVEY			
REV	DATE	DESCRIPTION			
A	3.26.20	PRELIM ISSUE WITH TITLE			
0	8.20.20	ISSUED AS FINAL			
	KENTUC VANC BREA TAX PA 099 PROP JAM 2572 BL VANC SOU DEED BC (CURRE ATHITT C	AULBEE KY HIGHWAY 378 LEVE, KY 41385 THITT COUNTY ARCEL NUMBER: -00-00-030.00 ERTY OWNER: IES PAUL KING ANTON BRIDGE FK CLEVE, KY 41385 RCE OF TITLE: DOK 127, PAGE 733 NT TITLE PER THE OUNTY PVA RECORDS) TE NUMBER: ER: 20-59849			
DR/ CHI SUF PLA	AWN BY: ECKED BY RVEY DAT IT DATE: SI SITE SITE BOUNDA PA SHEET NU	JRS MEP			





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PROPOSED LEASE AREA

#### LEGAL DESCRIPTIONS

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO JAMES PAUL KING. BREATHITT COUNTY, KY PVA PARCEL ID: 099-00-00-030.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE FOLLOWING TITLES AS RECORDED IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KY MAY COMPRISE THE PARENT PARCEL. A BOUNDARY SURVEY OF THE ENTIRE PROPERTY THAT COMPLIES WITH KAR 201 18:150 WOULD BE NECESSARY TO DETERMINE TITLE OWNERSHIP

#### BOOK 127, PAGE 733, BOOK 122, PAGE 498, BOOK 121, PAGE 636, BOOK 120, PAGE 398, BOOK 118, PAGE 380 AND BOOK 105, PAGE 15.

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 18, 2020.

BEGINNING AT A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,463,667, E:5,611,062,444 ON THE PROPERTY CONVEYED TO JAMES PAUL KING, BREATHITT COUNTY PVA PARCEL ID: 099-00-00-030,00: THENCE N36"55'45"E 100.00' TO A SET IPC HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,543.605 E:5,611,122.527; THENCE S53°04'15"E 60.00' TO A SET IPC HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763.507.555, E:5,611,170,490; THENCE S36°55'45"W 100.00' TO A SET IPC HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,427,617, E:5,611,110,407; THENCE N53\*04\*15"W 60.00' TO THE POINT OF BEGINNING CONTAINING 6,000,000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 18, 2020.

#### PROPOSED 40' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 40' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JAMES PAUL KING, BREATHITT COUNTY, KY PVA PARCEL ID: 099-00-030.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

#### THE FOLLOWING TITLES AS RECORDED IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KY MAY COMPRISE THE PARENT PARCEL, A BOUNDARY SURVEY OF THE ENTIRE PROPERTY THAT COMPLIES WITH KAR 201 18:150 WOULD BE NECESSARY TO DETERMINE TITLE OWNERSHIP

#### BOOK 127, PAGE 733, BOOK 122, PAGE 498, BOOK 121, PAGE 636, BOOK 120, PAGE 398, BOOK 118, PAGE 380 AND BOOK 105, PAGE 15.

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 18, 2020.

BEGINNING AT A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,463,667, E:5,611,062,444 ON THE PROPERTY CONVEYED TO JAMES PAUL KING, BREATHITT COUNTY PVA PARCEL ID: 099-00-00-030.00; THENCE ALONG THE SOUTH SIDE OF SAID LEASE AREA, 553°04'15"E 60.00' TO A SET IPC HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,427,617, E:5,611,110,407; THENCE LEAVING SAID LEASE AREA, S36°55'45"W 30.00'; THENCE N53°04'15"W 29.62'; THENCE S36°12'39"W 6.82'; THENCE S41°13'01"W 39.91'; THENCE S47°42'56"W 72.23'; THENCE N85°13'27"E 40.02'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00', ARC LENGTH OF 58.95', THE CHORD OF WHICH BEARS N73°57'57"E 58.57'; THENCE N62"42'27"E 138.69'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00', ARC LENGTH OF 209.88', THE CHORD OF WHICH BEARS 578'30'07"E 194.21'; THENCE S39"42'41"E 65.63'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00', ARC LENGTH OF 93.76', THE CHORD OF WHICH BEARS 549'18'14"E 93.32'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 145.00', ARC LENGTH OF 157.83', THE CHORD OF WHICH BEARS 527"42'52"E 150.15'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00', ARC LENGTH OF 87.05', THE CHORD OF WHICH BEARS \$15\*42'56"E 85.43', THENCE S34\*53'55'E 26.16'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00', ARC LENGTH OF 105.39', THE CHORD OF WHICH BEARS S09°44'21"E 102.03'; THENCE S15\*25'14"W 63.79'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 55.00', ARC LENGTH OF 57.24', THE CHORD OF WHICH BEARS S14\*23'35"E 54.69'; THENCE S44\*12'23"E 77.46'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00', ARC LENGTH OF 128.33', THE CHORD OF WHICH BEARS S05°30'27"E 118.79' THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 130.00', ARC LENGTH OF 73.65', THE CHORD OF WHICH BEARS 516°57'39"W 72.67'; THENCE 500°43'50"W 125.98'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00', ARC LENGTH OF 60.23', THE CHORD OF WHICH BEARS 506°46'16"E 60.05'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 105.00', ARC LENGTH OF 83.21', THE CHORD OF WHICH BEARS 508°25'45'W 81.05'; THENCE S31°07'51'W 41.72'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00', ARC LENGTH OF 63.83', THE CHORD OF WHICH BEARS \$17°03'52''W 63.19'; THENCE 502°59'53''W 103.76'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00', ARC LENGTH OF 56.53', THE CHORD OF WHICH BEARS S05"59'59"E 56.30'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00', ARC LENGTH OF 56.53', THE CHORD OF WHICH BEARS S05"59'59"E 56.30'; THENCE S14"59'50"E 94.05'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00', ARC LENGTH OF 74.74', THE CHORD OF WHICH BEARS S41"45'44"E 72.05'; THENCE S68"31'38"E 116.89'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00', ARC LENGTH OF 86.20', THE CHORD OF WHICH BEARS S79"15'49"E 85.69'; THENCE N90"00'00"E 74.42'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00', ARC LENGTH OF 282.83', THE CHORD OF WHICH BEARS 529'58'53''E 233.87'; THENCE S30'02'13''W 226.26'; THENCE 547'57'04''E 59.19'; THENCE S00'55'50''W 14.15' TO A POINT IN THE CENTER OF KENTUCKY HIGHWAY 378 HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,761,398.352, E:5,612,014.396; THENCE WITH THE CENTER OF SAID HIGHWAY 378 ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 331.64', ARC LENGTH OF 105.12', THE CHORD OF WHICH BEARS S84\*55'48"W 104.68'; THENCE WITH THE CENTER OF SAID HIGHWAY 378 ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 9619.08', ARC LENGTH OF 27.31', THE CHORD OF WHICH BEARS 574"31'18"W 27.31' TO A POINT HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,761,381.812, E:5,611,883.803; THENCE LEAVING SAID HIGHWAY 378 N30°02'13"E 330.63'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00', ARC LENGTH OF 199.03', THE CHORD OF WHICH BEARS N29'58'53'W 164.58', THENCE N90°00'00'W 74.42'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00', ARC LENGTH OF 101.19', THE CHORD OF WHICH BEARS N79°15'49'W 100.60'; THENCE N68°31'38'W 116.89'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00', ARC LENGTH OF 112.11', THE CHORD OF WHICH BEARS N41\*45'44"W 108.08'; THENCE N14\*59'50"W 94.05'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00', ARC LENGTH OF 69.10', THE CHORD OF WHICH BEARS N05"59'59"W 68.81'; THENCE N02"59'53"E 103.76'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00', ARC LENGTH OF 83.47', THE CHORD OF WHICH BEARS N17"03'52"E 82.64'; THENCE N31"07'51"E 41.72'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00', ARC LENGTH OF 51.51', THE CHORD OF WHICH BEARS N08\*25'45"E 50.17', THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 270.00', ARC LENGTH OF 70.70', THE CHORD OF WHICH BEARS N06\*46'16"W 70.50', THENCE N00\*43'50"E 125.98'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00', ARC LENGTH OF 96.31', THE CHORD OF WHICH BEARS N16\*57'39"E 95.03'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00', ARC LENGTH OF 74.30', THE CHORD OF WHICH BEARS NO5"30'27"W 68.77'; THENCE N44"12'23"W 77.46'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00', ARC LENGTH OF 98.86', THE CHORD OF WHICH BEARS N14"23'35"W 94.46'; THENCE N15"25'14"E 63.79'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 80.00', ARC LENGTH OF 70.26', THE CHORD OF WHICH BEARS N09"44'21"W 68.02'; THENCE N34"53'55"W 26.16'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 170.00', ARC LENGTH OF 113.83', THE CHORD OF WHICH BEARS N15"42'56"W 111.72'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 105.00', ARC LENGTH OF 114.29', THE CHORD OF WHICH BEARS N27"42'52"W 108.73'; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 320,00', ARC LENGTH OF 107.15', THE CHORD OF WHICH BEARS N49"18'14"W 106.65'; THENCE N39"42'41"W 65.63'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 115.00', ARC LENGTH OF 155.71', THE CHORD OF WHICH BEARS N78\*30'07'W 144.09'; THENCE S62\*42'27''W 118.72'; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00', ARC LENGTH OF 59.71', THE CHORD OF WHICH BEARS S74\*06'39''W 59.31'; THENCE S85\*30'51''W 94.91'; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', ARC LENGTH OF 16.55', THÉ CHORD OF WHICH BEARS S61°48'53"W 16.08'; THENCE S38°06'55"W 20.53'; THENCE N51°53'05"W 30.00'; THENCE N38°06'55"E 47.41'; THENCE N44°00'59"E 24.13'; THENCE N47"42'56"E 75.46'; THENCE N41°13'01"E 36.89'; THENCE N36°12'39"E 35.89' TO THE POINT OF BEGINNING CONTAINING 125,991.552 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 18, 2020.

#### PROPOSED 60' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 60' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO IAMES PAUL KING, BREATHITT COUNTY, KY PVA PARCEL ID: 099-00-00-030.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

### THE FOLLOWING TITLES AS RECORDED IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KY MAY COMPRISE THE PARENT PARCEL. A BOUNDARY SURVEY OF THE ENTIRE PROPERTY THAT COMPLIES WITH KAR 201 18:150 WOULD BE NECESSARY TO DETERMINE TITLE OWNERSHIP.

BOOK 127, PAGE 733, BOOK 122, PAGE 498, BOOK 121, PAGE 636, BOOK 120, PAGE 398, BOOK 118, PAGE 380 AND BOOK 105, PAGE 15

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 18, 2020.

BEGINNING AT A POINT ON THE SOUTHEAST LINE OF THE PROPOSED LEASE AREA HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,456.049, E:5,611,131.777; THENCE 529°17'20"E 47.87'; THENCE 585°37'52"E 266.71'; THENCE 540°18'37"E 270.22'; THENCE 503°19'05"E 346.89'; THENCE 548°54'01"E 134.46'; THENCE 508°46'11"W 628.05'; THENCE 512°26'02"E 199.90'; THENCE 562°41'59"E 261.59'; THENCE 514°47'15"E 432.90' TO THE CENTERLINE OF HIGHWAY 378 HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,761,398.759, E:5,612,007.582; THENCE ALONG THE CENTERLINE OF HIGHWAY 378 WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 331,64', ARC LENGTH OF 61,50', THE CHORD OF WHICH BEARS \$87"31'07"W 61,41' TO THE CENTERLINE OF HIGHWAY 378 HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,761,396,100, E:5,611,946,229 THENCE LEAVING SAID CENTERLINE OF HIGHWAY 378 N14\*47'15"W 393,15'; THENCE N62"41'59"W 263.08'; THENCE N12°26'02"W 239.28'; THENCE N08"46'11"E 606.25'; THENCE N48°54'01"W 126.64' THENCE N03°19'05"W 352.03'; THENCE N40°18'37"W 225.10'; THENCE N85°37'52"W 273.79'; THENCE N29°17'20"W 53.57' TO A POINT ON THE PROPOSED 40' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT HAVING A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,763,403.636, E:5,611,092.382; THENCE WITH THE SAID ACCESS & UTILITY EASEMENT AND SAID LEASE AREA N36°55'45"E 65.57' TÓ THÉ POINT ÓF BEGINNING CONTAINING 153,586.163 S.F. SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 18, 2020.

#### REPORT OF TITLE - PARCEL 099-00-00-030.00 - DEED BOOK 127, PAGE 733

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR FASEMENTS OF RECORD, ENCLIMBRANCES, RESTRICTIVE COVENANTS OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, ON BEHALF OF AT&T, FILE NO. 64647-KY2001-5030, REFERENCE NO. 13800694-3, ISSUE DATE OF FEBRUARY 28, 2020. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

#### SCHEDULE B

- 1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID: 099-00-00-030.00 - PERIOD :2019 - PAYMENT STATUS: PAID - TAX AMOUNT : \$1,046.67 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. MORTGAGES RETURNED HEREIN, (-O-) SEE SEPARATE MORTGAGE SCHEDULE, (NONE WITHIN PERIOD SEARCHED)
- 3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- 4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

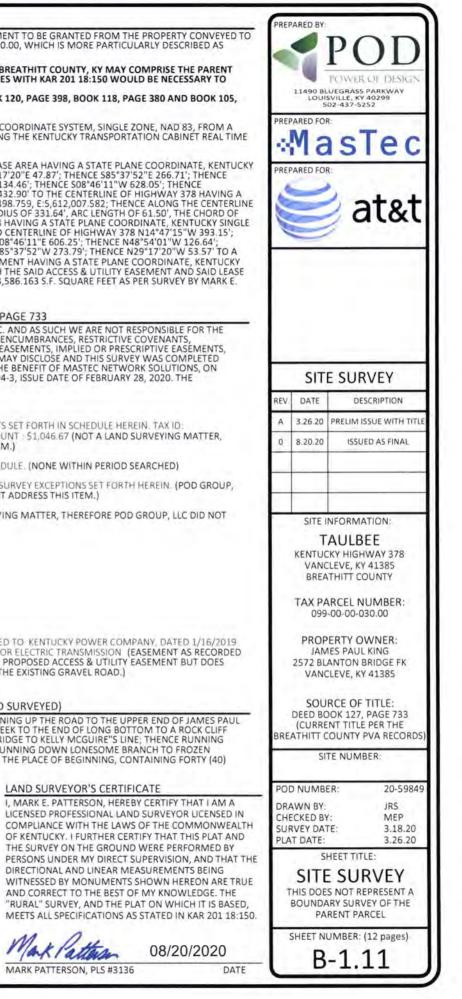
- 5. NONE WITHIN PERIOD SEARCHED
- (COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

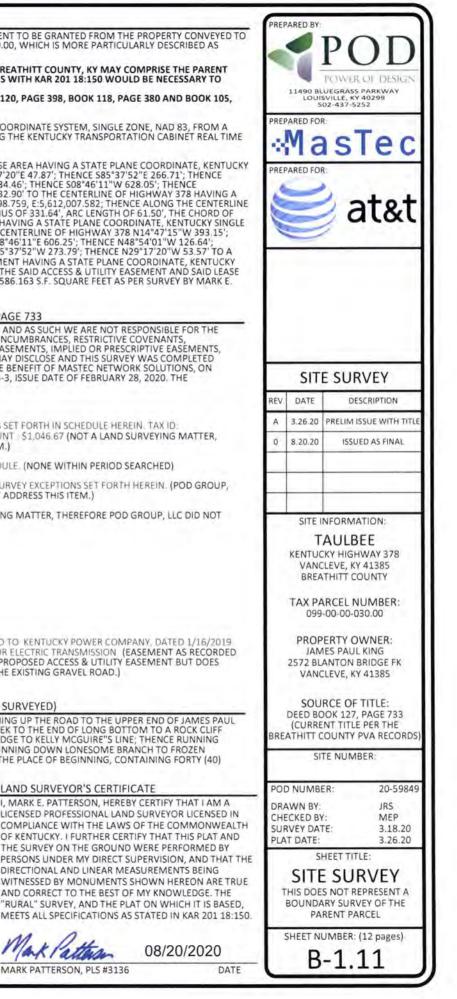
- (EASEMENTS AND RIGHTS OF WAY)
- 7. EASEMENT AND RIGHT OF WAY ACCESS BY JAMES PAUL KING, MARRIED TO KENTUCKY POWER COMPANY, DATED 1/16/2019 RECORDED 10/28/2019 IN BOOK D260 PAGE 398. NOTES: EASEMENT FOR ELECTRIC TRANSMISSION (EASEMENT AS RECORDED IN BOOK D260, PAGE 398 DOES AFFECT THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT BUT DOES NOT AFFECT THE PROPOSED LEASE AREA AND IS SHOWN HEREON AS THE EXISTING GRAVEL ROAD.

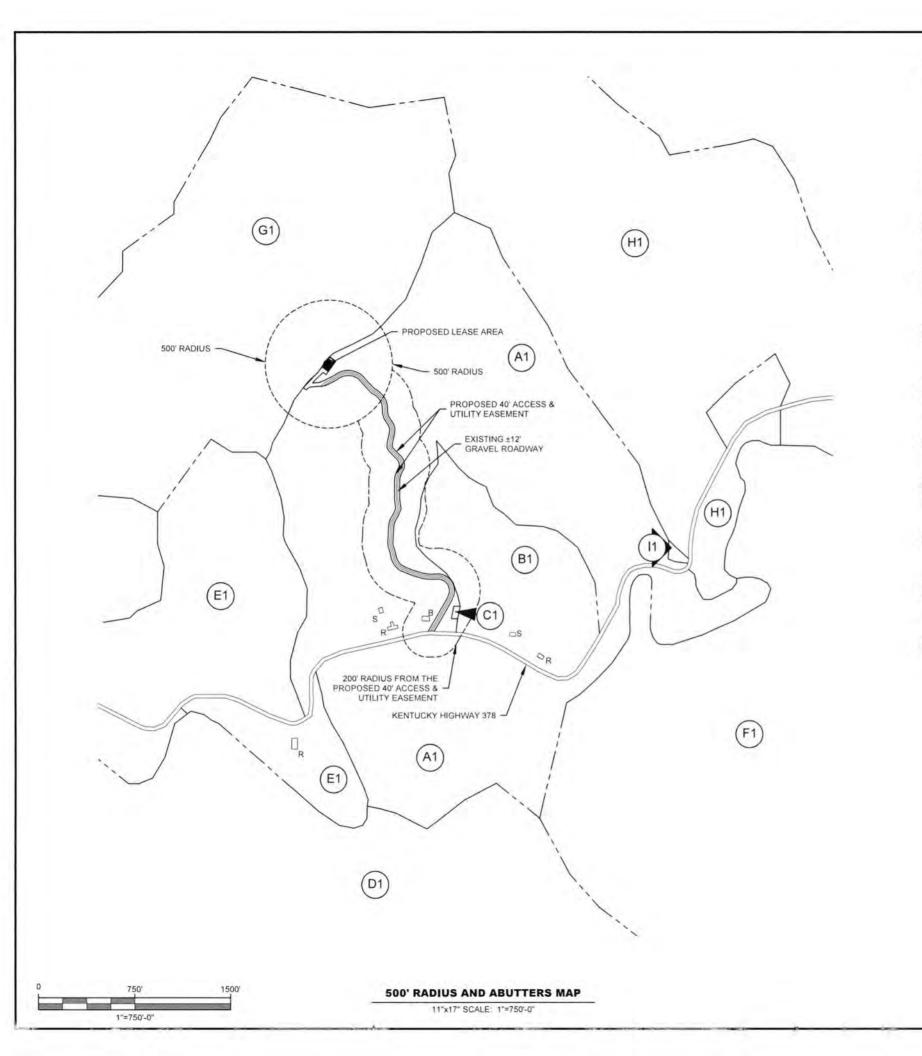
#### PARENT PARCEL LEGAL DESCRIPTION (AS PROVIDED - NOT FIELD SURVEYED)

BEGINNING AT A ROCK CLIFF AT THE FOOT OF HORSE HILL; THENCE RUNNING UP THE ROAD TO THE UPPER END OF JAMES PAUL, KINGS LINE DOWN TO FROZEN CREEK: THENCE RUNNING UP FROZEN CREEK TO THE END OF LONG BOTTOM TO A ROCK CLIFF BESIDE THE CREEK; THENCE RUNNING UP THE HILL TO THE TOP OF THE RIDGE TO KELLY MCGUIRE"S LINE; THENCE RUNNING DOWN THE RIDGE SIXTEEN (16) ROD TO LONESOME BRANCH; THENCE RUNNING DOWN LONESOME BRANCH TO FROZEN CREEK; THENCE RUNNING UP FROZEN CREEK TO A ROCK AT HORSE HILL, THE PLACE OF BEGINNING, CONTAINING FORTY (40) ACRES, MORE OR LESS.







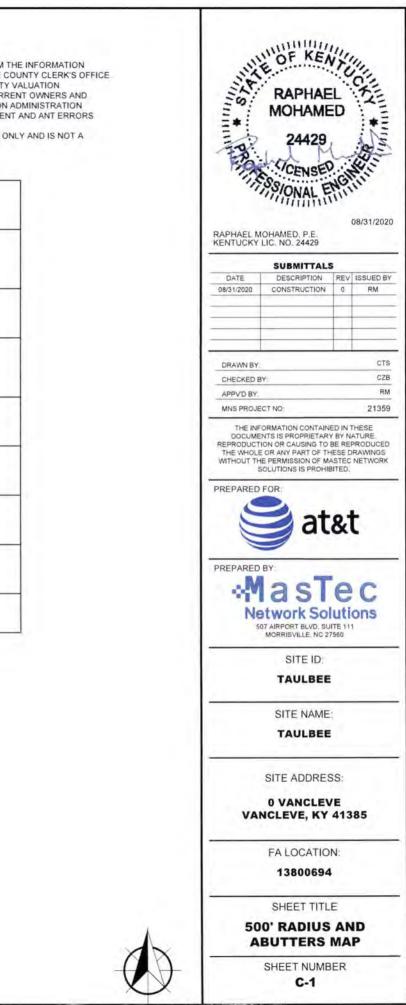


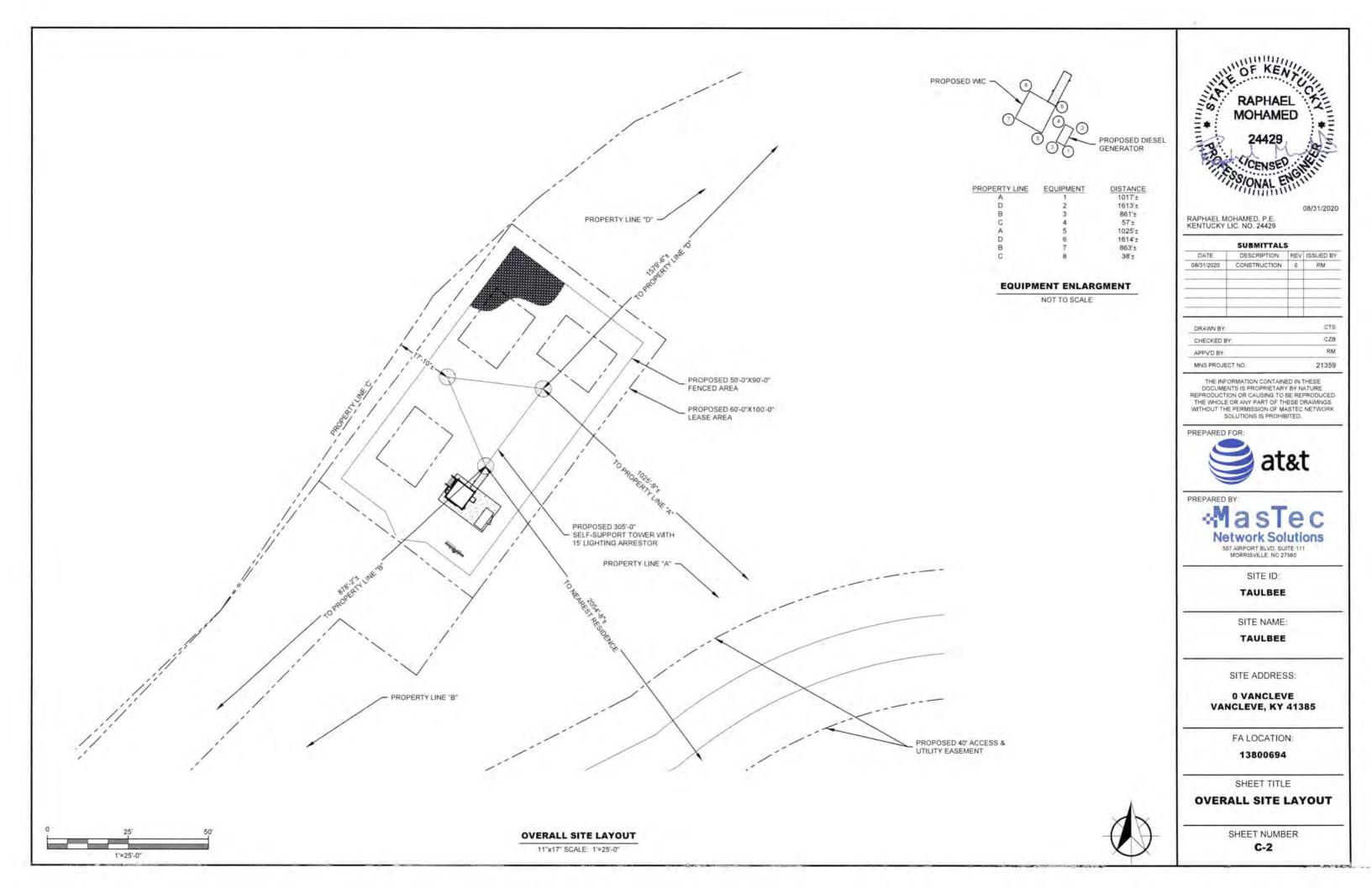
#### **GENERAL NOTES:**

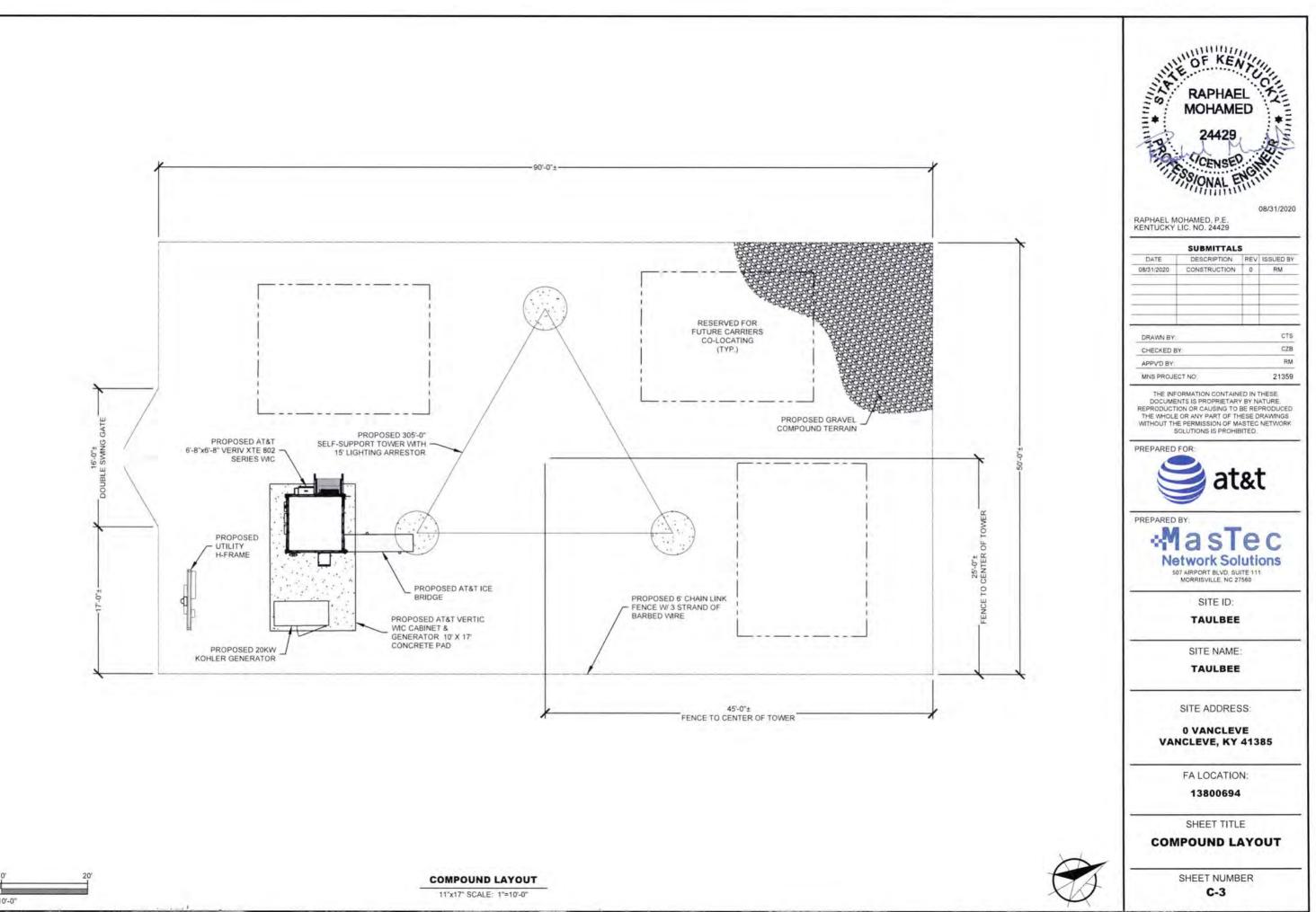
- 1. ALL INFORMATION SHOWN HERON WAS OBTAINED FROM THE INFORMATION DESCRIBED AND RECORDED FROM DEED BOOKS IN THE COUNTY CLERK'S OFFICE ON 06/25/20 AND RE-VERIFIED ON 08/31/20. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE COUNTY PROPERLY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANT ERRORS CONTAINED IN THEIR FILES. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A
- 2. BOUNDARY SURVEY
- NOT FOR RECORDING OR PROPERTY TRANSFER 3.

PARCEL ID: 099-00-00-030.00 KING JAMES P 2572 BLANTON BRIDGE FK VANCLEVE , KY 41385
PARCEL ID: 099-00-00-032.01 BARNETT JESSE L & AUGUSTA C/O CITIZENS BANK PO BOX 770 JACKSON, KY 41339
PARCEL ID: 099-00-00-031.00 KINGS CEMETERY C/O W L KING VANCLEVE , KY 41385
PARCEL ID: 100-00-00-001.00 ICG NATURAL C/O ARK LAND CO 1 CITY PLACE DR SUITE 300 SAINT LOUIS, MO 63141-
PARCEL ID: 099-00-00-029.00 PARADISE MOBILE HOMES INC 1464 HWY 15 N JACKSON . KY 41339
PARCEL ID: 116-00-00-008.00 LINDON BROWNLOW 100 SCHOOL HOUSE BRANCH VANCLEVE , KY 41385-9313
PARCEL ID: 099-00-00-020.00 CASSIDY SHIRLENE 189 CASSIDY DR VANCLEVE , KY 41385
PARCEL ID: 099-00-00-035.00 & 099-00-00-035.02 TAULBEE JEFF JR 3241 HWY 378 VANCLEVE , KY 41385
PARCEL ID: 099-00-00-033,00 MANNS CEMETERY JACKSON, KY 41339

EXISTING BUILDINGS B=BARN R=RESIDENCE S=SHED







1"=10'-0"

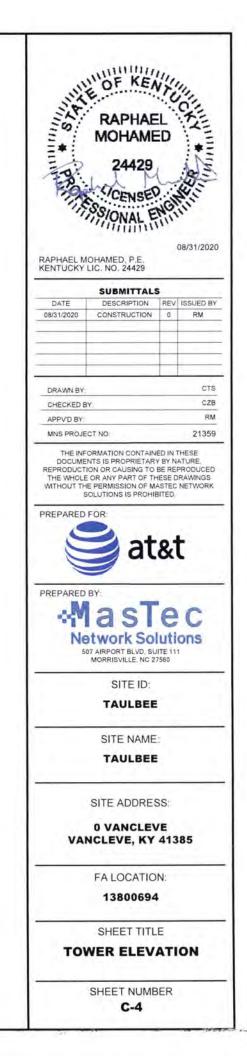
### **TOWER NOTES:**

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

OVERALL HEIGHT

PROPOSED 15' LIGHTNING ARRESTOR ЮH 300'-0"± 288'-0"± RESERVED FOR FUTURE CO-LOCATION 276'-0"± 264'-0"± FIBER AND DC POWER TRUNKS ROUTED UP EXISTING TOWER PER MANUFACTURER'S SPECIFICATIONS PROPOSED 305'-0" SELF-SUPPORT TOWER PROPOSED ICE BRIDGE PROPOSED AT&T EQUIPMENT TOWER ELEVATION

11"x17" SCALE: 1" = 35'-0"



## 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 – Taulbee Proposed Cell Tower 37 38 4.9 North Latitude, 83 22 2.3 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,

501

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



Structural Design Report 305' S3TL Series HD1 Self-Supporting Tower Site: Taulbee, KY

> Prepared for: AT&T by: Sabre Industries <sup>™</sup>

Job Number: 467659

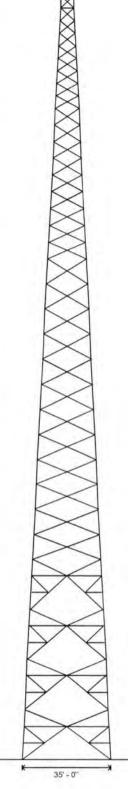
September 16, 2020

Tower Profile	1-2
Foundation Design Summary (Preliminary) (Option 1)	3
Foundation Design Summary (Preliminary) (Option 2)	4
Maximum Leg Loads	5
Maximum Diagonal Loads	6
Maximum Foundation Loads	7
Calculations	8-24



Digitally Signed By Robert Beacom DN: c=US, st=Texas, I=Alvarado, o=SABRE INDUSTRIES, INC., cn=Robert Beacom, email=rebeacom@sabreindustri es.com Date: 2020.09.16 16:03:25

Diagonalisy Horizontials         H         I         H         I         H         I         H         I         H         I         H         I         H         I         H         I         H         I         H         I         H         I         H         I <thi< th="">         I         I         I</thi<>	regs	10.	10.75 OD X .500	X .500					80	8.625 OD X .500	0			æ	8	υ	٥	ш	ш	U
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$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	forizontals	7	z	2	z	2	z	×						NONE						0
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$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	ub-Diagonals	-	z	-	z	L	z	æ						NONE						
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$	sub-Horizontals	-	z	-	z	s	z	α						NONE						
33:       31:       29:       27:       25:       27:       25:       14:       15:       14:       15:       14:       1	Irace Bolts				(2) 3/	14"			(2)	5/8'*			(1) 3/4"					(1) 5/8"		
10       100       100<	op Face Width	33'		31		29'	-	27"	25'	23'	21'	19'	171	15'	13'	11.	6	12	5	
280'       280'       260'       260'       240'       220'       220'       200'       180'       180'       180'       180'       180'       100'       80'       100'       80'       20'       100'       100'       20'       100'       100'       20'	anel Count/Height	+	n	F	D	L					12 @	2 10				9 @ 6,6667			0	
260' 240' 220' 200' 180' 160' 140' 120' 80' 80' 80' 80'	ection Weight	791	4	789		6656	Η	5977	5406	5253	5013	4654	4518	3274	3145	2309	1827	1444	1005	>
	0. — <u>k</u>	F	20'		40'		60'	80								220'	240'	260'	280'	305' 300'



#### **Designed Appurtenance Loading**

Elev	Description	Tx-Line
310	(1) Extendible Lightning Rod	
300	(1) 278 sq. ft. EPA 6000# (no Ice)	(18) 1.5/8"
288	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
276	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
264	(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	1.50 in
Risk Category	
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	1184 ft

#### **Base Reactions**

Total For	undation	Individual F	ooting
Shear (kips)	97.76	Shear (kips)	59.61
Axial (kips)	300.45	Compression (kips)	633
Moment (ft-kips)	17968	Uplift (kips)	539
Torsion (ft-kips)	56,7		-

#### Notes

1) All legs are A500 (50 ksi Min. Yield).

2) All braces are A572 Grade 50.

3) All brace bolts are A325-X.

- 4) The tower model is S3TL Series HD1.
- Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.

10) 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.

11) Tower Rating: 99.33%

	Sabre Industries 7101 Southbridge Drive	Job:	467659		
Sabre Industries	P.O. Box 658	Customer	AT&T		
INNOVATION DELIVERED	Sioux City, IA 51102-0658 Phone (712) 258-6690	Site Name:	Taulbee, KY		
	Fax (712) 279-0614 perty of Sabre Communications Corporation, constituties a	Description	305' S3TL		
	50 and shall not be reproduced, copied or used in whole the prior written consent of Sabre Communications	Date	2020.09.16	By: DJH	

Material List

Display	Value	Display	Value	
A.	8.625 OD X .322	L	L 3 X 3 X 3/16	
В	5.563 OD X .500	M	L 2 X 2 X 3/16	
С	5.563 OD X .375	N	NONE	
D	5.563 OD X .258	0	L 2 X 2 X 1/8	
E	3.500 OD X .300	P	L 6 X 4 X 3/8	
F	3.500 OD X .216	Q	L 3 1/2 X 3 1/2 X 1/4	
G	2.375 OD X .154	R	L 2 1/2 X 2 1/2 X 3/16	
H	L 5 X 3 1/2 X 1/4 (SLV)	S	L 2 1/2 X 2 1/2 X 1/4	
1	L 4 X 4 X 5/16	T	1 @ 13.333'	
J	L 4 X 4 X 1/4	U	1 @ 6.667	
К	L 3 X 3 X 1/4	V	249	

-	Sabre Industries	Job:	467659			
Sabre Industries	7101 Southbridge Drive P.O. Box 658	Customer:	AT&T			
INNOVATION DELIVERED	Sioux City, IA 51102-0658 Phone: (712) 258-9690 Fax: (712) 279-0814	Site Name:	Taulbee, KY			
	operty of Sabre Communications Corporation, constitutes a	Description	305' S3TL			
	50 and shall not be reproduced, copied or used in whole the prior written consent of Sabre Communications	Date:	2020.09.16	By:	DJH	

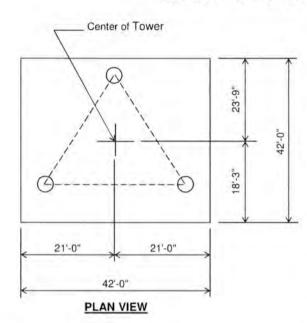


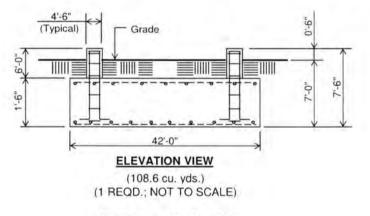
No.: 467659 Date: 09/16/2020 By: DJH

#### Customer: AT&T Site: Taulbee, KY

305 ft. Model S3TL Series HD1 Self Supporting Tower

#### PRELIMINARY -NOT FOR CONSTRUCTION-





CAUTION: Center of tower is not in center of slab.

#### Notes:

- 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 presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 5.5' of soil cover is required over the entire area of the foundation slab.
- The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

	Rebar Schedule per Mat and per Pier
Pier	(28) #7 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
Mat	(79) #9 horizontal rebar evenly spaced each way top and bottom. (316 total)
	Anchor Bolts per Leg
(6) 1.5" d	ia. x 78" F1554-105 on a 15.5" B.C. w/ 9.5" max. projection above concrete.

Information contained herein is the sole property of Sabre Industries, 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 Industries.

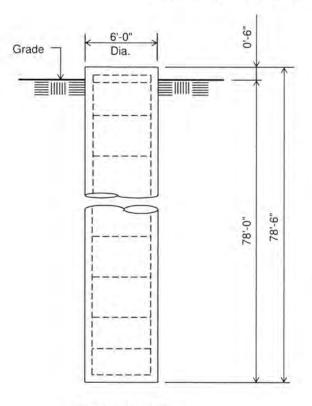


No.: 467659 Date: 09/16/2020 By: DJH

#### Customer: AT&T Site: Taulbee, KY

305 ft. Model S3TL Series HD1 Self Supporting Tower

### PRELIMINARY -NOT FOR CONSTRUCTION-



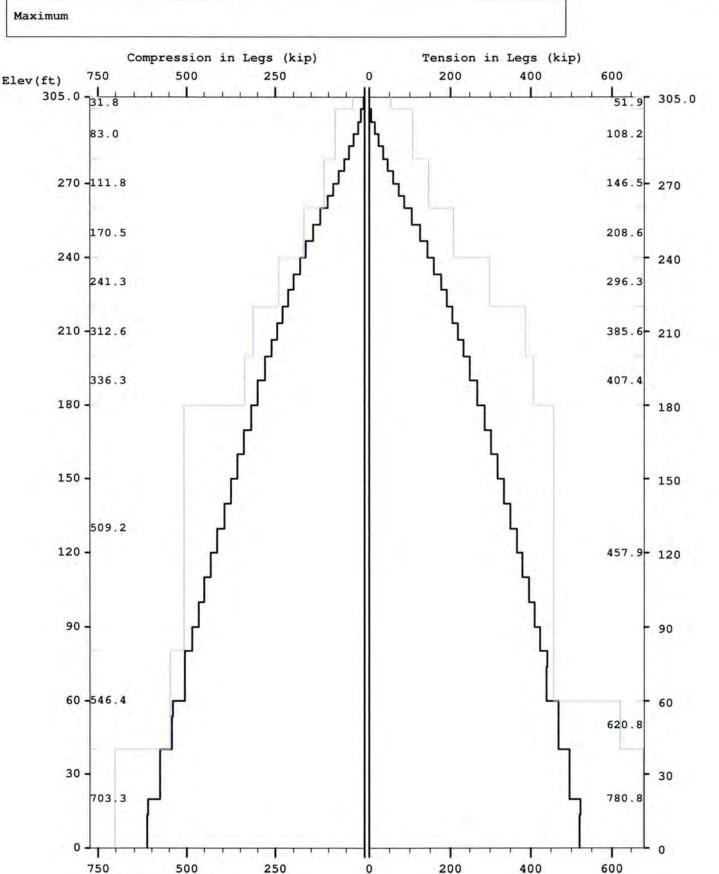
ELEVATION VIEW (82.2 cu. yds.) (3 REQUIRED; NOT TO SCALE)

#### Notes:

- 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 presumptive clay soil as defined in ANSI/TIA-222-H-2017. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

í.	Rebar Schedule per Pier
Pier	(18) #10 vertical rebar w/ #4 ties, two (2) within top 5" of pier then 12" C/C
	Anchor Bolts per Leg
(6) 1.5" dia	h. x 78" F1554-105 on a 15.5" B.C. w/ 9.5" max projection above concrete.

Information contained herein is the sole property of Sabre Industries, 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 Industries.

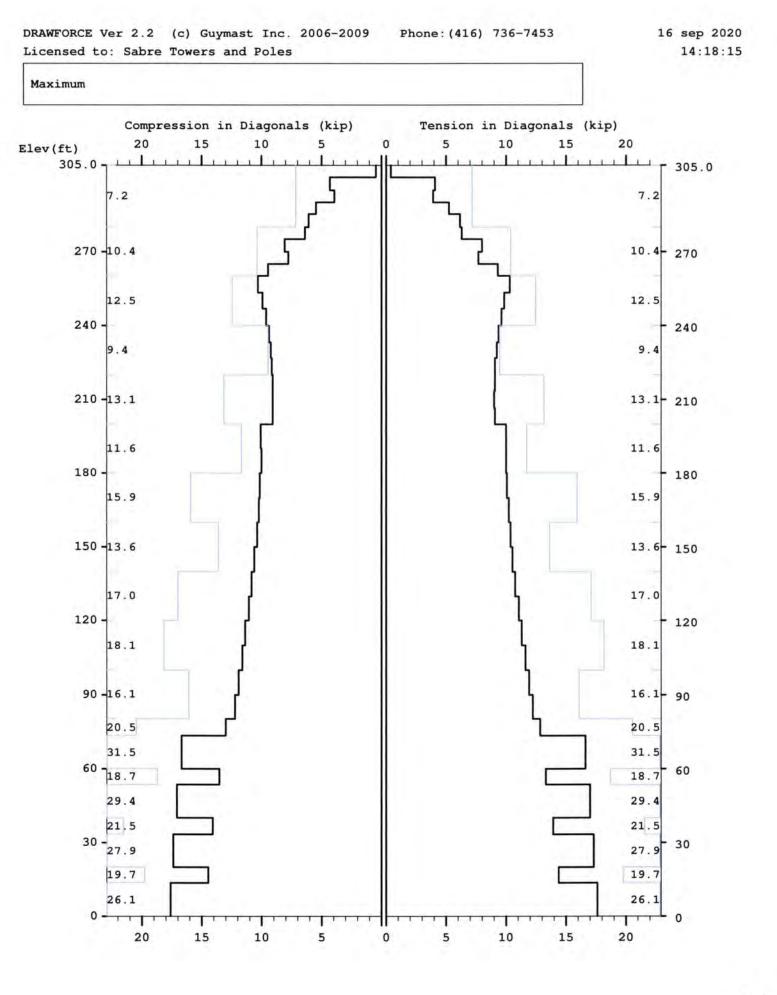


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Licensed to: Sabre Towers and Poles

14:18:15

16 sep 2020

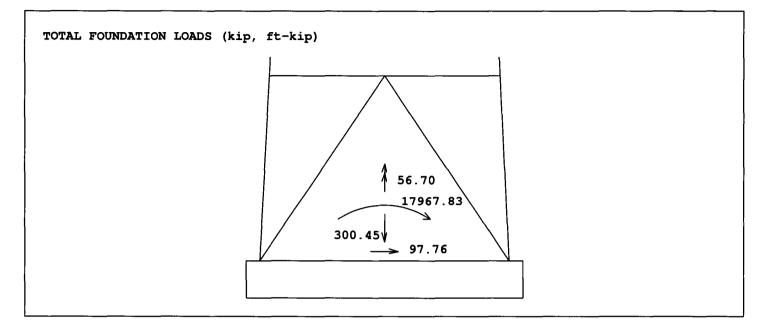


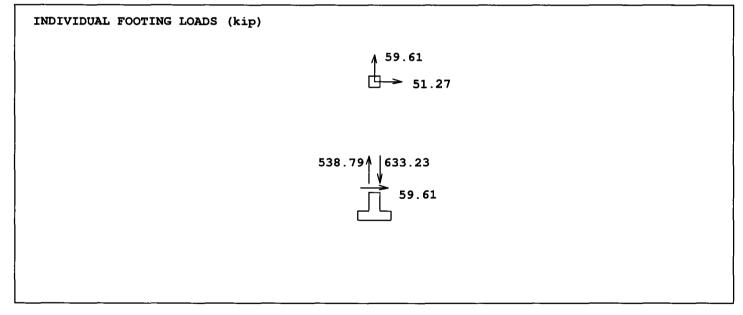
Page 6

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Licensed to: Sabre Towers and Poles

Maximum





Latticed Tower Analysis	(Unguyed)	(c)
Processed under license	at:	

\_\_\_\_

Sabre Towers and Poles

#### MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOP	TYPICAL PANEL HEIGHT
****	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	$\begin{array}{c} 300.00\\ 295.00\\ 280.00\\ 280.00\\ 260.00\\ 240.00\\ 220.00\\ 180.00\\ 160.00\\ 140.00\\ 120.00\\ 120.00\\ 100.00\\ 80.00\\ 73.33\\ 60.00\\ 53.33\\ 40.00\\ 33.33\\ 20.00\end{array}$	$\begin{array}{c} 305.00\\ 300.00\\ 295.00\\ 280.00\\ 260.00\\ 240.00\\ 220.00\\ 180.00\\ 160.00\\ 160.00\\ 140.00\\ 120.00\\ 100.00\\ 80.00\\ 73.33\\ 60.00\\ 53.33\\ 40.00\\ 33.33\end{array}$	5.00 5.00 7.00 9.00 11.00 13.00 15.00 21.00 23.00 27.00 27.00 27.00 27.00 27.00 29.00 29.00 31.00 31.00 31.00	5.00 5.00 7.00 9.00 11.00 13.00 17.00 19.00 21.00 23.00 27.00 27.67 29.00 29.67 31.00 31.67	$\begin{array}{c} 5.00\\ 5.00\\ 5.00\\ 5.00\\ 6.67\\ 6.67\\ 6.67\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.00\\ 10.33\\ 6.67\\ 13.33\\ 6.67\\ 13.33\\ 6.67\\ 13.33\end{array}$
A V A	3	13.33 0.00	20.00 13.33	33.67 35.00	33.00 33.67	6.67 13.33

### MEMBER PROPERTIES

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MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
L L L L L L L L L L D D D D D D D D D D	ft 300.00 280.00 260.00 240.00 200.00 180.00 280.00 280.00 280.00 280.00 280.00 200.00 140.00 140.00 140.00 53.33 40.00 33.33 20.00 13.33 0.00 295.00 60.00 40.00 200.00 40.00 20.00 40.00 20.00 40.00 20.00 40.00 20.00 40.00 20.00 40.00 20.00 40.00 20.	ft 305.00 280.00 280.00 240.00 220.00 200.00 180.00 40.00 305.00 280.00 220.00 200.00 260.00 220.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 260.00 273.33 305.00 73.33 305.33 33.33 13.33 53.33	in.sq 1.075 2.228 3.016 4.299 6.111 7.952 8.399 12.763 16.101 0.484 0.715 0.902 1.090 1.438 1.688 1.938 2.062 2.402 2.062 2.402 2.062 0.484 1.438 1.938 1.938 1.938 1.938 1.438 1.438 1.438	in 0.787 0.787 0.787 0.787 0.787 0.787 0.787 0.787 0.787 0.626 0.0000000000	29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000. 29000.	/deg 0.0000117 0.000
BR BR	20.00 0.00	33.33 13.33	1.688 3.609	0.000 0.000	29000. 29000.	0.0000117 0.0000117

#### FACTORED MEMBER RESISTANCES

воттом	тор		EGS		GONALS		ONTALS		BRACING
ELEV	ELEV	COMP	TENS	СОМР	TENS	COMP	TENS	COMP	TENS
ft	ft	kip	kip	kip	kip	kip	kip	kip	kip
300.0	305.0	31.84	51.90	7.16	7.16	7.16	7.16	0.00	0.00
295.0	300.0	83.04	108.15	7.16	7.16	7.16	7.16	0.00	0.00
280.0	295.0	83.04	108.15	7.16	7.16	0.00	0.00	0.00	0.00
260.0	280.0	111.82	146.47	10.38	10.38	0.00	0.00	0.00	0.00
240.0	260.0	170.46	208.55	12.47	12.47	0.00	0.00	0.00	0.00
220.0	240.0	241.28	296.33	9.45	9.45	0.00	0.00	0.00	0.00
200.0	220.0	312,59	385.58	13.10	13.10	0.00	0.00	0.00	0.00
180.0	200.0	336,31	407.40	11.64	11.64	0.00	0.00	0.00	0.00

33.3       40.0       703.28       780.85       21.51       21.51       0.00       0.00       0.00       0.00         20.0       33.3       703.28       780.85       27.91       27.91       15.93       15.93       11.41       11.41         13.3       20.0       703.28       780.85       19.72       19.72       0.00       0.00       0.00         0.0       13.3       703.28       780.85       26.07       26.07       14.43       14.43       31.37	20.0 13.3	33.3 20.0	703.28 703.28	780.85 780.85	27.91 19.72	27.91 19.72	15.93 0.00	15.93 0.00	11.41 0.00	$11.41 \\ 0.00$
---	--------------	--------------	------------------	------------------	----------------	----------------	---------------	---------------	---------------	-----------------

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

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

# MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	TORSNAL ft-kip
с с с с с	310.0 300.0 288.0 276.0 264.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 $	0.19 8.66 6.46 6.40 6.35	0.15 7.20 4.80 4.80 4.80	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	$\begin{array}{c} 305.0\\ 300.0\\ 290.0\\ 290.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 275.0\\ 265.0\\ 266.0\\ 240.0\\ 220.0\\ 240.0\\ 220.0\\ 240.0\\ 220.0\\ 180.0\\ 120.0\\ 180.0\\ 120.0\\ 120.0\\ 80.0\\ 120$	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 180.0\\ 180.0\\ 37.4\\ 39.8\\ 62.7\\ 62.7\\ 76.7\\ 76.7\\ 76.1\\ 76.1\\ 95.5\\ 307.8\\ 307.8\\ 300.0\\ 300.$		$\begin{array}{c} 0.06\\ 0.06\\ 0.13\\ 0.12\\ 0.14\\ 0.15\\ 0.16\\ 0.16\\ 0.16\\ 0.19\\ 0.20\\ 0.221\\ 0.22\\ 0.221\\ 0.222\\ 0.221\\ 0.221\\ 0.224\\ 0.22\\ 0.22\\ 0.22\\ 0.24\\ 0.24\\ 0.22\\ 0.24\\ 0.24\\ 0.22\\ 0.22\\ 0.22\\ 0.24\\ 0.24\\ 0.22\\ 0.22\\ 0.24\\ 0.24\\ 0.22\\$	$\begin{array}{c} 0.04\\ 0.08\\ 0.09\\ 0.10\\ 0.13\\ 0.15\\ 0.16\\ 0.222\\ 0.223\\ 0.223\\ 0.227\\ 0.223\\ 0.223\\ 0.228\\ 0.338\\ 0.447\\ 0.448\\ 0.387\\ 0.445\\ 0.552\\ 0.460\\ 0.552\\ 0.460\\ 0.60\\ 0$	$\begin{array}{c} 0.00\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.02\\ 0.02\\ 0.04\\$	$\begin{array}{c} 0.00\\ 0.09\\ 0.09\\ 0.10\\ 0.10\\ 0.10\\ 0.09\\ 0.09\\ 0.00\\ 0.00\\ 0.00\\ 0.02\\ 0.01\\$

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

#### MAST LOADING \_\_\_\_

LOAD	ELEV	APPLYLOA	DAT	LOAD	FORCE	s	MOM	ENTS
TYPE		RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL

	ft	ft			kip	kip	ft-kip	ft-kip
с с с с	310.0 300.0 288.0 276.0 264.0	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.19 8.66 6.46 6.40 6.35	0.12 5.40 3.60 3.60 3.60	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
D D D D D D D D D D D D D D	305.0 300.0 290.0 290.0 290.0 285.0 285.0 285.0 285.0 265.0 265.0 260.0 240.0 240.0 240.0 220.0 200.0 200.0 180.0 120.0 180.0 120.0 180.0 120.0 180.0 120.0 120.0 53.3 53.3 40.0 23.3 53.3 40.0 20.		$180.0 \\ 180.0 \\ 37.4 \\ 39.8 \\ 62.7 \\ 62.7 \\ 76.7 \\ 76.7 \\ 76.1 \\ 76.1 \\ 95.5 \\ 98.0 \\ 307.8 \\ 300.0 \\ 307.8 \\ 300.0 $	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	0.06 0.06 0.13 0.12 0.14 0.14 0.15 0.15 0.16 0.16 0.18 0.19 0.20 0.21 0.22 0.23 0.17 0.21 0.21 0.21	0.03 0.06 0.06 0.07 0.08 0.10 0.12 0.12 0.13 0.15 0.15 0.17 0.20 0.21 0.26 0.28 0.28 0.28 0.33 0.28 0.35 0.35 0.35 0.45 0.45	$\begin{array}{c} 0.00\\ 0.005\\ 0.04\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.03$	$\begin{array}{c} 0.00\\ 0.00\\ 0.09\\ 0.09\\ 0.10\\ 0.10\\ 0.10\\ 0.09\\ 0.09\\ 0.04\\ 0.04\\ 0.02\\$

30 mph wind with 1.5 ice. Wind Azimuth: 0+

## MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOMI VERTICAL ft-kip	ENTS TORSNAL ft-kip
с с с с с	310.0 300.0 288.0 276.0 264.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	$0.0 \\ 0.0 $	0.0 0.0 0.0 0.0 0.0	0.04 1.24 1.51 1.49 1.47	0.30 18.42 12.25 12.22 12.19	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	0.00 0.00 0.00 0.00 0.00
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	$\begin{array}{c} 305.0\\ 300.0\\ 295.0\\ 295.0\\ 299.0\\ 299.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 265.0\\ 265.0\\ 265.0\\ 265.0\\ 265.0\\ 260.0\\ 240.0\\ 240.0\\ 240.0\\ 240.0\\ 220.0\\ 220.0\\ 220.0\\ 200.0\\ 180.0\\ \end{array}$	$\begin{array}{c} 0.00\\$	180.0 180.0 37.4 39.8 39.8 69.9 69.9 89.5 89.5 85.9 90.6 93.2 305.7 300.0 300.0 300.0 300.0 300.0 300.0		$\begin{array}{c} 0.01\\ 0.02\\ 0.02\\ 0.01\\ 0.01\\ 0.01\\ 0.02\\$	$\begin{array}{c} 0.18\\ 0.31\\ 0.31\\ 0.28\\ 0.35\\ 0.35\\ 0.39\\ 0.39\\ 0.44\\ 0.52\\ 0.52\\ 0.58\\ 0.62\\ 0.64\\ 0.66\\ 0.68\\ 0.73\\ 0.74\\ 0.74\\ \end{array}$	0.00 0.24 0.23 0.23 0.21 0.23 0.22 0.22 0.22 0.11 0.10 0.08 0.13 0.13 0.13 0.12 0.12 0.12	$\begin{array}{c} 0.00\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.00\\$

D	180.0	0.00	300.0	0.0	0.03	0.82	0.12	0.00
D	120.0	0.00	300.0	0.0	0.03	0.90	0.12	0.00
D	120.0	0.00	300.0	0.0	0.03	0.91	0.12	0.00
D	80.0	0.00	300.0	0.0	0.03	0.94	0.12	0.00
D	80.0	0.00	300.0	0.0	0.02	0.85	0.12	0.00
D	73.3	0.00	300.0	0.0	0.02	0.85	0.12	0.00
D	73.3	0.00	300.0	0.0	0.03	1.07	0.12	0.00
D	60.0	0.00	300.0	0.0	0.03	1.07	0.12	0.00
D	60.0	0.00	300.0	0.0	0.02	0.86	0.11	0.00
D	53.3	0.00	300.0	0.0	0.02	0.86	0.11	0.00
D	53.3	0.00	300.0	0.0	0.03	1.12	0.12	0.00
D	40.0	0.00	300.0	0.0	0.03	1.12	0.12	0.00
D	40.0	0.00	300.0	0.0	0.02	0.93	0.11	0.00
D	33.3	0.00	300.0	0.0	0.02	0.93	0.11	0.00
D	33.3	0.00	300.0	0.0	0.03	1.18	0.11	0.00
D	20.0	0.00	300.0	0.0	0.03	1.18	0.11	0.00
D	20.0	0.00	300.0	0.0	0.02	0.75	0.05	0.00
D	13.3	0.00	300.0	0.0	0.02	0.75	0.05	0.00
D	13.3	0.00	300.0	ō.ŏ	0.02	1.15	0.09	0.00
D	0.0	0.00	300.0	0.0	0.02	1.15	0.09	0.00

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0			0.15 A	0.00 A
300.0	0.03 U	0.40 R	1.42 G	0.00 A
295.0	3.66 M	4.08 T	0.14 I	0.00 A
290.0	12.79 M	3.95 н	0.03 C	0.00 A
285.0	21.87 M	5.25 N		
	33.78 M	6.11 н	0.10 A	0.00 A
280.0	45.77 M	6.26 N	0.12 A	0.00 A
275.0	58.40 M	8.00 N	0.05 a	0.00 A
270.0	 73.47 м	7.70 н	0.24 A	0.00 A
265.0	 86.68 м	9.30 N	0.04 a	0.00 A
260.0	106.08 M	10.29 F	0.22 A	0.00 A
253.3			0.03 Y	0.00 A
246.7	125.09 M	9.84 X	0.19 A	0.00 A
240.0	144.23 M	9.58 L	0.05 A	0.00 A
233.3	160.74 M	9.34 R	0.11 A	0.00 A
226.7	177.25 м 	9.20 L	0.06 A	0.00 A
220.0	191.96 м	9.08 R	0.09 A	0.00 A
213.3	206.68 M	9.05 X	0.11 A	0.00 A
	220.08 M	9.02 R		
206.7	233.60 M	9.08 L	0.08 A	0.00 A
200.0	249.03 M	9.95 x	0.07 A	0.00 A
190.0	267.61 M	9.98 X	0.14 A	0.00 A
180.0	284.82 M	10.04 x	0.06 A	0.00 A
170.0	301.80 M	10.19 X	0.08 A	0.00 A
160.0	317.91 M	10.34 x	0.06 A	0.00 A
150.0			0.07 A	0.00 A
140.0	333.97 M	10.54 X	0.06 A	0.00 A
130.0	349.39 M	10.76 R	0.06 A	0.00 A
120.0	364.80 M	11.03 X	0.05 A	0.00 A
110.0	379.74 М	11.29 R	0.06 A	0.00 A
100.0	394.68 м 	11.59 X	0.06 0	0.00 A
90.0	409.29 M	11.88 R	0.07 S	0.00 A
80.0	423.84 M	12.18 X	0.26 A	0.00 A
	440.78 M	12.80 R		
73.3	439.74 M	16.62 R	0.86 U	0.00 I
60.0	468.89 м	13.33 x	0.26 A	0.00 A
53.3			0.85 U	0.00 A

40.0	467.80 M	16.96 X	0.22 A	0.00 A
	496.31 M	13.87 R	0.22 A	0.00 A
33.3	495.05 м	17.31 x	0.80 U	0.00 в
20.0			0.09 A	0.00 в
13.3	522.95 M	14.37 X	0.72 U	0.00 x
	521.57 M	17.58 X		
0.0			0.00 A	0.00 A

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# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0			-0.12 s	0.00 A
300.0	-0.19 a	-0.43 B	-1.40 A	0.00 A
295.0	-8.00 G	-4.27 н	-0.09 o	0.00 A
290.0	-17.83 G	-3.86 N	-0.02 U	0.00 A
285.0	-28.66 G	-5.41 В	-0.06 s	0.00 A
280.0	-42.36 G	-6.07 N	-0.10 s	0.00 A
275.0	-55.27 G	-6.36 B	-0.01 U	0.00 A
270.0	-70.78 G	-8.06 H	-0.20 s	0.00 A
265.0	-86.53 G	-7.72 в	-0.02 U	0.00 A
260.0	-102.57 G	-9.41 н	-0.19 s	0.00 A
253.3	-123.54 G	-10.27 X	-0.01 S	0.00 A
246.7	-143.53 G	-9.91 F	-0.16 S	0.00 A
240.0	-163.84 G	-9.58 L	-0.03 S	0.00 A
233.3	-181.48 G	-9.38 L	-0.09 S	0.00 A
226.7	-199.26 G	-9.20 F	-0.05 S	0.00 A
220.0	-215.20 G	-9.12 L	-0.08 S	0.00 A
213.3	-231.30 G	-9.05 L	-0.09 S	0.00 A
206.7	-246.11 G	-9.08 L	-0.03 S	0.00 A
200.0	-261.15 G	-9.08 F	-0.05 s	0.00 A
190.0	-278.40 G	-10.02 L	-0.03 S	
	-299.35 G	-10.01 F		0.00 A
180.0	-319.06 G	-10.10 F	-0.05 S	0.00 A
170.0	-338.86 G	-10.22 F	-0.07 S	0.00 A
160.0	-357.80 G	-10.40 L	-0.05 s	0.00 A
150.0	-376.79 G	-10.57 F	-0.06 s	0.00 A
140.0	-395.18 G	-10.81 F	-0.05 s	0.00 A
130.0	-413.65 G	-11.06 L	-0.05 s	0.00 A
120.0	-431.71 G	-11.35 F	-0.04 S	0.00 A
110.0	-449.87 G	-11.63 F	-0.05 s	0.00 A
100.0	-467.75 G	-11.91 F	-0.06 I	0.00 A
90.0	-485.62 G	-12.20 F	-0.09 A	0.00 A
80.0	-505.58 G	-12.96 C	-0.23 s	0.00 A
73.3	-506.97 G	-16.68 F	-1.03 C	0.00 D
60.0	-540.70 G	-13.49 C	-0.23 S	0.00 A
53.3	-542.16 G	-17.02 F	-1.03 C	0.00 G
40.0	-575.60 G	-14.03 C	-0.19 S	0.00 A
33.3	-577.27 G	-17.37 F	-0.99 C	0.00 T
20.0			-0.07 S	0.00 T

13.3	-610.41 G -14	.45 F	0.91 C	0.00 E
12.2	-612.24 G -17	.63 F	0.91 C	0.00 E
0.0		(	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST	LE	G COMPRE	SSION ~ FORCE/		LEG TENS	ION FORCE/
ELEV	MAX COMP	COMP RESIST	RESIST	MAX TENS	TENS	RESIST
	COMP	RESISI	RATIO	TENS	RESIST	KATIO
305.00 300.00	0.19	31.84	0.01	0.03	51.90	0.00
	8.00	83.04	0.10	3.66	108.15	0.03
295.00	17.83	83.04	0.21	12.79	108.15	0.12
290.00	28.66	83.04	0.35	21.87	108.15	0.20
285.00	42.36	83.04	0.51	33.78	108.15	0.31
280.00	55.27	111.82	0.49	45.77	146.47	0.31
275.00	70.78	111.82	0.63	58.40	146.47	0.40
270.00	86.53	111.82	0.77	73.47	146.47	0.50
265.00	102.57	111.82	0.92	86.68	146.47	0.59
260.00	123.54	170.46	0.72	106.08	208.55	0.51
253.33	143.53	170.46	0.84	125.09	208.55	0.60
246.67	163.84	170.46	0.96	144.23	208.55	0.69
240.00	181.48	241.28	0.75	160.74	296.33	0.54
233.33	199.26	241.28	0.83	177.25	296.33	0.60
226.67	215.20	241.28	0.89	191.96	296.33	0.65
220.00	231.30	312.59	0.74	206.68	385.58	0.54
213.33	246.11	312.59	0.79	220.08	385.58	0.54
206.67		312.59	0.79		385.58	0.57
200.00	261.15	336.31	0.84	233.60	407.40	0.61
190.00						
180.00	299.35	336.31	0.89	267.61	407.40	0.66
170.00	319.06	509.22	0.63	284.82	457.90	0.62
160.00	338.86	509.22	0.67	301.80	457.90	0.66
150.00	357.80	509.22	0.70	317.91	457.90	0.69
140.00	376.79	509.22	0.74	333.97	457.90	0.73
130.00	395.18	509.22	0.78	349.39	457.90	0.76
120.00	413.65	509.22	0.81	364.80	457.90	0.80
110.00	431.71	509.22	0.85	379.74	457.90	0.83
100.00	449.87	509.22	0.88	394.68	457.90	0.86
90.00	467.75	509.22	0.92	409.29	457.90	0.89
80.00	485.62	509.22	0.95	423.84	457.90	0.93
73.33	505.58	546.43	0.93	440.78	457.90	0.96
60.00	506.97	546.43	0.93	439.74	457.90	0.96
	540.70	546.43	0.99	468.89	620.80	0.76
53.33	542.16	546.43	0.99	467.80	620.80	0.75
40.00	575.60	703.28	0.82	496.31	780.85	0.64
33.33	577.27	703.28	0.82	495.05	780.85	0.63
20.00	610.41	703.28	0.87	522.95	780.85	0.67
13.33	612.24	703.28	0.87	521.57	780.85	0.67
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST	- DIA	G COMPRE	SSION - FORCE/		DIAG TEN	SION FORCE/
ELEV	MAX	COMP	RESIST	MAX	TENS	RESIST
ft	COMP	RESIST	RATIO	TENS	RESIST	RATIO
305.00 300.00	0.43	7.16	0.06	0.40	7.16	0.06
	4.27	7.16	0.60	4.08	7.16	0.57
295.00	3.86	7.16	0.54	3.95	7.16	0.55
290.00	5.41	7.16	0.76	5.25	7.16	0.73
285.00	6.07	7.16	0.85	6.11	7.16	0.85
280.00	6.36	10.38	0.61	6.26	10.38	0.60
275.00	8.06	10.38	0.78	8.00	10.38	0.77
270.00	7.72	10.38	0.74	7.70	10.38	0.74
265.00	9.41	10.38	0.91	9.30	10.38	0.90
260.00	10.27	12.47	0.82	10.29	12.47	0.83
253.33	9.91	12.47	0.80	9.84	12.47	0.79
246.67	9.58	12.47	0.77	9.58	12.47	0.77
240.00	9.38	9.45	0.99	9.34	9.45	0,99
233.33	9.20	9.45	0.97	9.20	9.45	0.97
226.67	9.12	9.45	0.97	9.08	9.45	0.96
220.00	9.05	13.10	0.69	9.05	13.10	0.69
213.33	9.08	13.10	0.69	9.02	13.10	0.69
206.67	9.08	13.10	0.69	9.02	13.10	0.69
200.00	10.02	11.64	0.85	9.08	11.64	0.86
190.00		11.64	0.86	9.95	11.64	0.86
180.00	10.01					
170.00	10.10	15.88	0.64	10.04	15.88	0.63
160.00	10.22	15.88	0.64	10.19	15.88	0.64
150.00	10.40	13.59	0.76	10.34	13.59	0.76
140.00	10.57	13.59	0.78	10.54	13.59	0.78
130.00	10.81	17.02	0.64	10.76	17.02	0.63
120.00	11.06	17.02	0.65	11.03	17.02	0.65
110.00	11.35	18.13	0.63	11.29	18.13	0.62
100.00	11.63	18.13	0.64	11.59	18.13	0.64
90.00	11.91	16.06	0.74	11.88	16.06	0.74
80.00	12.20	16.06	0.76	12.18	16.06	0.76
73.33	12.96	20.48	0.63	12.80	20.48	0.63
60.00	16.68	31.46	0.53	16.62	31.46	0.53
53.33	13.49	18.66	0.72	13.33	18.66	0.71
40.00	17.02	29.38	0.58	16.96	29.38	0.58
	14.03	21.51	0.65	13.87	21.51	0.64
33.33	17.37	27.91	0.62	17.31	27.91	0.62
20.00	14.45	19.72	0.73	14.37	19.72	0.73
13.33	17.63	26.07	0.68	17.58	26.07	0.67
0.00						

## MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	LOADCOMPONENTS						
NORTH	EAST	DOWN	UPLIFT	SHEAR			
59.61 G	51.27 K	633.23 G	-538.79 м	59.61 G			

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

H	ORIZONTA EAST @	L TOTAL 0.0	DOWN	NORTH	OVERTURNING EAST	TOTAL @ 0.0	ORSION
97.8 G	92.7 J	97.8 G	300.5 h	17967.8 G	17173.6 J	17967.8 G	56.7 Н
Latticed Processed	Tower An under 1	alysis ( icense a	(Unguyed) lt:		(c)2017 Guyma	st Inc. 416	5-736-7453
Sabre Tow	ers and	Poles			on: 16 s	ep 2020 at	: 14:19:23
*********** **********	*********	********	Service	Load Condi	************ tion ******* ************	*****	*****
* Only 1 c * Some win	ondition d loads	(s) shov may have	vn in full e been der	l ived from f	ull-scale win	d tunnel te	esting
LOADING C	ONDITION	A ==			9================ 92==================		:2#±======= := <b>:2#±</b> =====#
60 mph win	d with n	o ice. V	ind Azimu	ıth: 0♦			

MAST LOADING

\*=====

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	TORSNAL ft-kip
с с с с с	310.0 300.0 288.0 276.0 264.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	0.06 2.83 2.11 2.09 2.07	$0.13 \\ 6.00 \\ 4.00 \\ 4.00 \\ 4.00 \\ 4.00$	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	0.00 0.00 0.00 0.00 0.00
a a a a a a a a a a a a a a a a a a a	305.0 300.0 290.0 285.0 285.0 285.0 265.0 265.0 265.0 266.0 266.0 240.0 220.0 200.00	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 180.0\\ 180.0\\ 37.4\\ 39.8\\ 62.7\\ 76.7\\ 76.7\\ 76.7\\ 76.7\\ 76.1\\ 95.5\\ 98.0\\ 307.8\\ 300.0$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	0.02 0.04 0.04 0.05 0.05 0.05 0.05 0.06 0.07 0.07 0.07 0.07 0.07 0.07 0.08 0.08	$\begin{array}{c} 0.03\\ 0.007\\ 0.008\\ 0.0099111\\ 1.13\\ 0.115\\ 0.000\\ 0.0111\\ 1.13\\ 0.000\\ $	0.00 0.05 0.05 0.05 0.05 0.05 0.05 0.04 0.02 0.03	0.00 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.01 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.001 0.0000 0.0000 0.000 0.

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Page 15

MAXIMUM	MAST	DISPLACEMENTS:
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# MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0			0.06 A	0.00 A
300.0	0.00 A	0.12 F	0.47 G	0.00 A
295.0	0.00 A	1.29 н	0.06 I	0.00 A
290.0	2.59 A	1.33 В	0.01 C	0.00 A
285.0	5.04 A	1.67 н 	0.05 A	0.00 A
280.0	8.40 A	2.01 н	0.05 A	0.00 A
275.0	12.08 A	2.03 в	0.02 C	0.00 A
	15.31 A	2.60 в		
270.0	20.08 A	2.51 н	0.09 A	0.00 A
265.0	23.51 A	3.00 в	0.02 C	0.00 A
260.0	29.40 A	3.37 F	0.08 A	0.00 A
253.3	35.40 A	3.20 F	0.02 A	0.00 A
246.7	41.38 A	3.14 L	0.07 A	0.00 A
240.0	46.54 A	3.05 F	0.02 A	0.00 A
233.3	51.65 A		0.04 A	0.00 A
226.7		3.02 F	0.02 A	0.00 A
220.0	56.21 A	2.97 F	0.03 A	0.00 A
213.3	60.72 A	2.98 F	0.04 A	0.00 A
206.7	64.81 A	2.96 F	0.03 A	0.00 A
200.0	68.90 A	3.00 L	0.03 A	0.00 A
190.0	73.58 A	3.27 F	0.05 A	0.00 A
180.0	79.18 A	3.31 L		
100.0	84.31 A	3.32 F	0.02 A	0.00 A

170.0			0.03 A	0.00 A
160.0	89.28 A	3.39 ∟	0.02 A	0.00 A
150.0	93.99 A	3.44 F	0.03 A	0.00 A
140.0	98.66 A	3.53 L	0.03 A	0.00 A
	103.14 A	3.60 F		
130.0	107.59 A	3.70 ∟	0.02 A	0.00 A
120.0	111.90 A	 3.79 F	0.02 A	0.00 A
110.0	116.18 A		0.02 A	0.00 A
100.0		3.90 L	0.02 C	0.00 A
90.0	120.36 A	4.01 F	0.02 G	0.00 A
80.0	124.52 A	4.12 L	0.10 A	0.00 A
73.3	129.66 A	4.31 F	0.27 I	0.00 1
	128.51 A	5.63 F		
60.0	137.60 A	4.50 L	0.10 A	0.00 A
53.3	136.38 A	 5.75 F	0.26 I	0.00 A
40.0	145.18 A		0.09 A	0.00 A
33.3			0.24 I	0.00 E
20.0	143.79 A		0.04 A	0.00 E
13.3	152.30 A	4.87 L	0.21 I	0.00 L
0.0	150.77 A	5.98 F	0.00 A	0.00 A
0.0			0.00 A	0.00 A

# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0	-0.07 C	 -0.15 L	-0.03 G	0.00 A
300.0			-0.46 A	0.00 A
295.0	-3.86 G	-1.46 B	-0.01 C	0.00 A
290.0	-7.28 G	-1.25 Н	-0.01 I	0.00 A
285.0	-11.30 G	-1.82 H	0.00 G	0.00 A
280.0	-16.28 G	-1.98 В	-0.03 G	0.00 A
275.0	-20.73 G	-2.11 В	0.00 A	0.00 A
270.0	-26.60 G	-2.65 H	-0.05 G	0.00 A
265.0	-31.89 G	-2.53 в	0.00 A	0.00 A
260.0	-37.89 G	-3.10 H	-0.05 G	0.00 A
	-45.13 G	-3.35 F		
253.3	-51.87 G	-3.27 F	0.00 A	0.00 A
246.7	-58.76 G	-3.14 F	-0.04 G	0.00 A
240.0	-64.78 G	-3.10 F	-0.01 G	0.00 A
233.3	-70.88 G	-3.03 F	-0.03 G	0.00 A
226.7	-76.37 G	-3.02 F	-0.01 G	0.00 A
220.0	-81.96 G	-2.99 F	-0.02 G	0.00 A
213.3	-87.13 G	-3.01 L	-0.02 G	0.00 A
206.7	-92.40 G		-0.02 G	0.00 A
200.0		-3.00 F	-0.01 G	0.00 A
190.0	-98.45 G	-3.34 L	-0.03 G	0.00 A
180.0	-105.87 G	-3.33 F	-0.01 G	0.00 A
170.0	-112.92 G	-3.38 L	-0.02 G	0.00 A
160.0	-120.11 G	-3.42 F	-0.01 G	0.00 A
150.0	-127.02 G	-3.50 L	-0.02 G	0.00 A
250.0	-133.98 G	-3.56 F	0102 3	0.00 A

140.0	140 75 6		-0.01 G	0.00 A
130.0	-140.75 G	-3.66 L	-0.01 G	0.00 A
120.0	-147.57 G	-3.74 F	-0.01 G	0.00 A
	-154.27 G	-3.85 L		
110.0	-161.03 G	-3.94 F	-0.01 G	0.00 A
100.0		 -4.04 L	-0.02 I	0.00 A
90.0			-0.03 A	0.00 A
80.0	-174.40 G	-4.14 F	-0.06 G	0.00 A
73.3	-181.66 G	-4.41 C	-0.38 C	0.00 L
	-182.81 G	-5.68 L		
60.0	-194.92 G	-4.59 C	-0.06 G	0.00 A
53.3	-196.13 G		-0.38 C	0.00 G
40.0			-0.05 G	0.00 A
33.3	-208.23 G	-4.79 L	-0.36 C	0.00 F
-	-209.63 G	-5.94 L		
20.0	-221.71 G	-4.95 F	-0.02 G	0.00 F
13.3			-0.34 C	0.00 G
0.0			0.00 A	0.00 A

## MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	LOADCOMPONENTS TOTAL NORTH EAST DOWN UPLIFT SHEAR											
NORTH	EAST	DOWN	UPLIFT	SHEAR								
21.14 G	18.19 K	231.01 G	-155.90 A	21.14 G								

# MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

+	IORIZONTA	L	DOWN		-OVERTURNING	; ·	TORSION
NORTH	EAST @	TOTAL		NORTH	EAST	TOTAL @ 0.0	
32.8 G	-31.2 D	32.8 G	101.1 J	5980.4 G	5721.1 ت	5980.4 G	18.5 H

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					Leg Conn	ection Detai	ils					
Bottom	Тор				Top Splice				Bo	ottom Splice/	Base	
Elevation (ft)	Elevation (ft)	Pipe Dimensions	Bolt Qty.	Bolt Dia. (in)	Bolt Circle (in)	Plate Thickness (in)	Plate Dia. (in)	Bolt Qty.	Bolt Dia. (in)	Bolt Circle (in)	Plate Thickness (in)	Plate Dia. (in)
300	305	2.375 OD X .154						6	0.75	6.50	0.75	8.50
280	300	3.500 OD X .216	6	0.75	6.50	1.00	8.50	6	0.75	6.50	1.00	8.50
260	280	3.500 OD X .300	6	0.75	6.50	1.00	8.50	6	1.00	9.00	1.25	11.50
240	260	5.563 OD X .258	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
220	240	5.563 OD X .375	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
200	220	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.25	12.50	1.75	15.75
180	200	8.625 OD X .322	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
160	180	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
140	160	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
120	140	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
100	120	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
80	100	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
60	80	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
40	60	8.625 OD X .500	6	1.25	12.50	1.50	15.75	8	1.50	17.25	2.00	21.00
20	40	10.75 OD X .500	8	1.50	17.25	2.00	21.00	8	1.50	17.25	2.00	21.00
0	20	10.75 OD X .500	8	1.50	17.25	2.00	21.00	6	1.50	15.50	1.75	19.25

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		Diag	onal Braci	ng Connect	tion Details	;		
Bottom Elevation (ft)	Top Elevation (ft)	Angle Shape	Bolt Qty.	Bolt Dia. (in)	Bolt End Distance (in)	Bolt Spacing (in)	Gage Distance From Heel (in)	Gusset Plate Thickness (in)
300	305	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
280	300	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
260	280	L 2 X 2 X 3/16	1	0.625	1.500		1.125	0.375
240	260	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
220	240	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
200	220	L 3 X 3 X 3/16	1	0.750	1.500		1.750	0.375
180	200	L 3 X 3 X 1/4	1	0.750	1.625		1.750	0.375
160	180	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
140	160	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
120	140	L 4 X 4 X 1/4	1	0.750	1.625		2.000	0.375
100	120	L 4 X 4 X 1/4	2	0.625	1.625	2.1250	2.000	0.500
80	100	L 4 X 4 X 1/4	2	0.625	1.625	2.1250	2.000	0.500
73.33	80	L 4 X 4 X 1/4	2	0.750	1.625	2.5000	2.000	0.500
60	73.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
53. <u>33</u>	60	L 4 X 4 X 1/4	2	0.750	1.625	2.5000	2.000	0.500
40	53.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
33.33	40	L 4 X 4 X 5/16	2	0.750	1.625	2.5000	2.000	0.500
20	33.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500
13.33	20	L 4 X 4 X 5/16	2	0.750	1.625	2.5000	2.000	0.500
0	13.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500

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Page 20

### MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

305' S3TL Series HD1 AT&T Taulbee, KY (467659) 2020-09-16 DJH

	17967.83	Overall Loads: Factored Moment (ft-kips)		
	300.45	Factored Axial (kips)		
	97.76	Factored Shear (kips)		
ver eccentric from mat (ft)=	01.10	Individual Leg Loads:	m mat (ft)=	2.75
	539.00	Factored Uplift (kips)		2.70
	633.00	Factored Download (kips)		
	60.00	Factored Shear (kips)		
aring Pressure (ksf)	35	Width of Tower (ft)	(sf)	2.50
ety Factor	5.00	Ultimate Bearing Pressure	1	2.00
	0.75	Bearing Φs		
t Bearing Pressure (ksf)	3.75	Bearing Design Strength (ksf)	ure (ksf)	2.12
	999	Water Table Below Grade (ft)		
n Mat Width (ft)	42	Width of Mat (ft)	4	1.83
	1.5	Thickness of Mat (ft)		
	7	Depth to Bottom of Slab (ft)		
	15.5	Bolt Circle Diameter (in)		
		Effective Anchor		
	65.125	Bolt Embedment	_	
Pier Diameter (ft)	4.5	Diameter of Pier (ft)		2.63
nt Square b (ft)	0.5	Ht. of Pier Above Ground (ft)	3	3.99
	5.5	Ht. of Pier Below Ground (ft)		
	79	Quantity of Bars in Mat		
	1.128	Bar Diameter in Mat (in)		
1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	78.95	Area of Bars in Mat (in <sup>2</sup> )		
nded Spacing (in)	6.37	Spacing of Bars in Mat (in)	) 6	to 12
	28	Quantity of Bars Pier		
	0.875	Bar Diameter in Pier (in)		
	0.5	Tie Bar Diameter in Pier (in)		
6	4	Spacing of Ties (in)		
m Pier A <sub>s</sub> (in <sup>2</sup> )	16.84	Area of Bars in Pier (in <sup>2</sup> )	1	1.45
nded Spacing (in)	5.16	Spacing of Bars in Pier (in)	) 5	to 12
	4.5	f'c (ksi)		
	60	fy (ksi)		
	0.11	Unit Wt. of Soil (kcf)		
	0.15	Unit Wt. of Concrete (kcf)		
	108.60	Volume of Concrete (yd <sup>3</sup> )		

## MAT FOUNDATION DESIGN BY SABRE INDUSTRIES (CONTINUED)

2014년 - 이번 프로그램 이상에 관련하는 것 같은 것 같아요. 한 것			
Two-Way Shear:			
Average d (in)	13.872		
φv <sub>c</sub> (ksi)	0.201	v <sub>u</sub> (ksi)	0.191
$\phi v_{c} = \phi (2 + 4/\beta_{c}) f'_{c}^{1/2}$	0.302		
$\phi v_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2}$	0.214		
$\phi v_c = \phi 4 f'_c^{1/2}$	0.201		
Shear perimeter, b <sub>o</sub> (in)	246.91		
βα	1		
Stability:	ž		
Overturning Design Strength (ft-k)	29332.8	Factored Overturning Moment (ft-k)	18701.0
One-Way Shear:			
φV <sub>c</sub> (kips)	703.5	V <sub>u</sub> (kips)	527.4
Pier Design:	000.0	Tu (kina)	500.0
Design Tensile Strength (kips) Shear:	909.2	Tu (kips)	539.0
¢	0.75		
V <sub>c</sub> (kips)	165.7		
V <sub>s</sub> (kips)	254.5	V <sub>s.max</sub> (kips)	1251.9
$\phi V_n$ (kips)	315.1	V <sub>µ</sub> (kips)	60.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	00.0
Actual Hook Development (in)	12.74	Req'd Hook Development I <sub>dh</sub> (in) - Tension	10.96
Actual Hook Development (in)	12.74	Req'd Hook Development $I_{dc}$ (in) - Compression	
Anchor Bolt Pull-Out:		Req d Hook Development Idc (III) - Compression	11.81
$N_{ua}/ \emptyset N_n$	0.82	V <sub>ua</sub> / ØV <sub>o</sub>	0.18
Pier Rebar Development Length (in)		Required Length of Development (in)	23.48
Flexure in Slab:	51.40	Nequied Length of Development (iii)	20.40
φM <sub>n</sub> (ft-kips)	4491.7	M <sub>u</sub> (ft-kips)	4488.7
a (in)	2.46		
Steel Ratio	0.01129		
β1	0.825		
Maximum Steel Ratio (pt)	0.0197		
Minimum Steel Ratio	0.0018		
Condition	1 is OK, 0 Fails	]	
Minimum Mat Width	1	1	
Maximum Soil Bearing Pressure Pier Area of Steel			
Pier Shear	4		
Two-Way Shear	1		
Overturning	1		
Anchor Bolt Pull-Out	1		
Flexure	1		
Steel Ratio	1		
One-Way Shear	1		
Hook Development	1		
Minimum Mat Depth	1		
Anchor Bolt Punching Shear	1		

## DRILLED STRAIGHT PIER DESIGN BY SABRE INDUSTRIES

305' S3TL Series HD1 AT&T Taulbee, KY (467659) 2020-09-16 DJH

Factored Liplift (king)	500		
Factored Uplift (kips) Factored Download (kips)	539 633		
	60		
Factored Shear (kips)	60		
Ultimate Bearing Pressure	9		
Bearing $\phi_s$	0.75		
Bearing Design Strength (ksf)	6.75		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	15.5		
Effective Anchor Bolt Embedment	65.125	6	
Pier Diameter (ft)	6	Minimum Pier Diameter (ft)	2.63
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	78		
Quantity of Bars	18		
Bar Diameter (in)	1.27		
Area of Bars (in <sup>2</sup> )	22.80		
Spacing of Bars (in)	11.07	Minimum Area of Steel (in <sup>2</sup> )	20.36
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	12		
ť <sub>c</sub> (ksi)	4.5	6	
f <sub>v</sub> (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	82.21		
	_	Length to ignore download (ft)	
Ignore bottom length in download?		0	1
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
90	0.50	0.50	0.11
			-
	-		-

Page 23

## DRILLED STRAIGHT PIER DESIGN BY SABRE INDUSTRIES (CONTINUED)

Download:			
$\Phi_s$ , Download Friction	0.75		
Q <sub>f</sub> , Skin Friction (kips)	735.1	W <sub>s</sub> (kips)	242.6
Q <sub>b</sub> , End Bearing Strength (kips)	254.5	W <sub>c</sub> (kips)	332.9
Download Design Strength (kips)	742.2	Factored Net Download (kips)	741.4
Uplift (skin friction):			
$\Phi_s$ , Uplift (friction)	0.75		
Q <sub>f</sub> , Skin Friction (kips)	735.1		
W <sub>c</sub> (kips)	332.9	1	
W <sub>w</sub> (kips)	0.0	7	
Uplift Design Strength (kips)	851.0	Factored Uplift (kips)	539.0
Uplift (cone):			
Φ <sub>s</sub> , Uplift (cone)	0.75		
W <sub>s,cone</sub> (kips)	21863.1	1	
W <sub>w.cone</sub> (kips)	0.0		
W <sub>c</sub> (kips)	332.9		
W <sub>w.cyl</sub> (kips)	0.0		
Uplift Design Strength (kips)	16697.0	Factored Uplift (kips)	539.0
Tension:			
Design Tensile Strength (kips)	1231.3	Τ <sub>υ</sub> (kips)	539.0
Shear:			
φ	0.75		
V <sub>c</sub> (kips)	409.1		
V <sub>s</sub> (kips)	113.1	V <sub>s.max</sub> (kips)	2225.6
φV <sub>n</sub> (kips)	391.6	V <sub>u</sub> (kips)	60.0
Anchor Bolt Pull-Out:			
N <sub>ua</sub> / φN <sub>n</sub>	0.82	V <sub>ua</sub> / $\phi$ V <sub>n</sub>	0.18
Rebar Development Length (in)	45.24	Required Length of Development (in	
Condition	1 is OK, 0 Fails		
Download	1	1	
Uplift	1		
Area of Steel	1		
Shear	1		

1

Anchor Bolt Pull-Out Interaction Diagram 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.
   Utility ID Utility ID Name
- Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

Address/City/Contact Utility Type

Status

✓ Active ✓

Sparch

	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	В	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	LΝ
View	4111900	ALLNETAIR, INC.	Cellular	с	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	он
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Buford	GA
View	4105700	Assurance Wireless USA, L.P.	Cellular	Α	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

psc.ky.gov/utility\_master/mastersearch.aspx

Utility Master Information -- Search

		Utility Master Information Search				
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	LΝ
View	4111150	Comcast OTR1, LLC	Cellular	С	Phoeniexville	PA
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	Α	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	ТХ
View		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	С	Englewood	со
View	4111200	Dynalink Communications, Inc.	Cellular	С	Brooklyn	NY
View	4111800	Earthlink, LLC	Cellular	С	Atlanta	GA
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	КY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	ΤN
View	4105900	Flash Wireless, LLC	Cellular	С	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	В	Covington	LA
View	4112050	GLOTELL US, Corp.	Cellular	С	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	ΓN
View	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
View	4103100	i-Wireless, LLC	Cellular	В	Newport	KY
View		IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Dallas	тх
View	4111950	J Rhodes Enterprises LLC	Cellular	С	Gulf Breeze	FL
View	22215360	KDDI America, Inc.	Cellular	D	Staten Island	NY
		Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	L
View	10072					******
	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	КY

	1		1	1	I	1
View	4109550	General Kynect Communications, LLC	Cellular	D	Dallas	тх
		Liberty Mobile Wireless, LLC	Cellular		Sunny Isles Beach	FL
View	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	LΩ
		Lycamobile USA, Inc.	Cellular		Newark	NJ
		MetroPCS Michigan, LLC	Cellular		Bellevue	WA
	+	Mint Mobile, LLC	Cellular		Costa Mesa	CA
terre and an inter		Mitel Cloud Services, Inc.	Cellular		Mesa	AZ
		Mobi, Inc.	Cellular		Honolulu	HI
	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular		San Antonio	тх
View		Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	ĸs
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular		Chicago	IL
		Patriot Mobile LLC	Cellular	D	Irving	тх
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	он
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	С	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	Α	Raleigh	NC
View		Rural Cellular Corporation	Cellular		Basking Ridge	נא
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Fremont	NE
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	LΝ
	+	Spectrum Mobile, LLC	Cellular		St. Louis	MO
		Sprint Spectrum, L.P.	Cellular		Atlanta	GA
View		SprintCom, Inc.	Cellular		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
	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular		Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Plano	ТХ
		Telecom Management, Inc. dba Pioneer Telephone	Cellular		Portland	ME
	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	10/200					

Utility Master Information -- Search

View	4108450	Tempo Telecom, LLC	Cellular	В	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	ΓN
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	ΓN
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY

# EXHIBIT E FAA

Aeronautical Study No. 2020-ASO-15354-OE



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

Issued Date: 06/04/2020

Jeanette Oliver AT&T (JO) 208 S Akard St. 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:	Tower Taulbee (305672)
Location:	Vancleve, KY
Latitude:	37-38-04.89N NAD 83
Longitude:	83-22-02.26W
Heights:	1186 feet site elevation (SE)
	320 feet above ground level (AGL)
	1506 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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

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

This determination expires on 12/04/2021 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 (404) 305-6582, or Stephanie.Kimmel@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-15354-OE.

Signature Control No: 441166540-441987388 Stephanie Kimmel Specialist

Attachment(s) Case Description Frequency Data Map(s)

cc: FCC

(DNE)

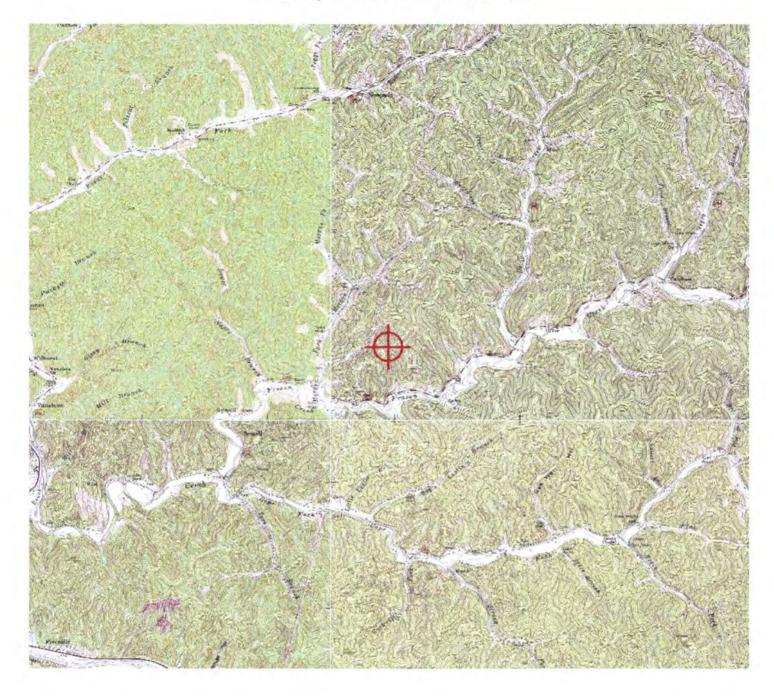
Applying for a new 320' proposed self-support tower.

# Frequency Data for ASN 2020-ASO-15354-OE

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LOW	HIGH	FREQUENCY		ERP
FREQUENCY	FREQUENCY	UNIT	ERP	UNIT
	_			ID W
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	Ŵ
2490	2090	IVITIZ	200	vv





## EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



### KENTUCKY TRANSPORTATION CABINET

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

1

### KENTUCKY AIRPORT ZONING COMMISSION

ADDIICANT (	1	DUONE	FAX	KY AFROMA	TICAL STUDY #	
APPLICANT (name)		PHONE FAX		KY AERONAUTICAL STUDY #		
John Monday		855-699-7073	972-907-1131	CTATE	210	
ADDRESS (street)		CITY		STATE ZIP		
3300 E. Renner Road, B3		Richardson	FAV	TX	75082	
APPLICANT'S REPRESE			FAX	1.1.1		
Cody Knox		318-355-6599	N/A	CTATE	ZIP	
ADDRESS (street)		CITY		STATE	and the second sec	
1975 Joe B Jackson Pkwy APPLICATION FOR	New Constructi	Murfreesboro		TN WORK SCHED	37127	
		on Alterat oorary ( <i>months</i>	ion Existing days )	12,577,077,044,000,000	nd TBD	
TYPE Crane			TING/LIGHTING PREFE		nu ibb	
X Antenna Tower					White- high intensi	
_	ater Tank				d & high intensity white	
	ther	Other	nearum intensity write		a a nigh intensity white	
				DATUM X	NAD83 NAD27	
37 <sup>0</sup> 38' 4.9		83 <sup>0</sup> 22'	2.3 "	DATUM X NAD83 NAD27		
NEAREST KENTUCKY			ICKY PUBLIC USE OR M		DT	
City Jackson County Brea		JULIAN CARROLL (JK		ILITART AIRFO	K1	
SITE ELEVATION (AMSL		TOTAL STRUCT	RE HEIGHT (AGL feet)		A aeronautical study #)	
1186	, jeerj	TOTAL STRUCTURE HEIGHT (AGL, feet) 320		Pending		
OVERALL HEIGHT (site	elevation plus tot		ht feet)		AA aeronautical study #	
1506	cicvation plus tot	in structure nergi	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1 11201000 (17	in actonautical stady i	
DISTANCE (from neares	t Kentucky nublic	use or Military o	airport to structure)	PREVIOUS (K	Y aeronautical study #)	
3.41 NM	it Kentucky public	use of whitehy c	in port to structure j	THE TOOS (A	r acronauticul study #j	
DIRECTION (from neare	st Kentucky nubli	use or Military	airport to structure)			
Northwest	St Henrideny publi	cuse of mineary	unport to structure;			
DESCRIPTION OF LOCA	TION (Attach USC	S 7.5 minute au	adranale map or an airi	port lavout dra	wing with the precise si	
marked and any certifie		a the structure de-	an angle they et al. any			
		d Quad attached				
		a quaa amanca				
DESCRIPTION OF PROP	OSAL					
AT&T proposos to const	rust a 205' call tour	with a 15' lights	ing rod for an overall heig	tht of 220'		
Alar proposes to consti	uct a 505 cen towe	a with a 15 lightin	ing rou for an overall neig	int 01 320 .		
	the "Notice of Con	struction or Alte	eration" been filed with	the Federal Av	iation Administration?)	
FAA Form 7460-1 (Has		istruction or Alte	eration" been filed with	the Federal Av	iation Administration?)	
<b>FAA Form 7460-1</b> ( <i>Has</i>	?					
FAA Form 7460-1 (Has	? by certify that all t					
FAA Form 7460-1 (Has NO Yes, when CERTIFICATION (I hereb my knowledge and belia	? by certify that all t ef.)	he above entries	s, made by me, are true,	, complete, and	l correct to the best of	
FAA Form 7460-1 (Has NO Yes, when CERTIFICATION (I hereb my knowledge and belie PENALITIES (Persons fa	? by certify that all t ef.) iling to comply wi	he above entries th KRS 183.861 t	s, made by me, are true, to 183.990 and 602 KAR	. complete, and 050 are liable	d correct to the best of for fines and/or	
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FAA Form 7460-1 (Has NO Yes, when CERTIFICATION (I hereb my knowledge and belin PENALITIES (Persons fa imprisonment as set for NAME	? by certify that all t ef.) iling to comply wi rth in KRS 183.990 <b>TITLE</b>	he above entries th KRS 183.861 t 0(3). Noncomplia gr. SIGNATURE	s, made by me, are true, to 183.990 and 602 KAR nce with FAA regulation for the former of the former of the former former of the former of the	complete, and 050 are liable ns may result in DATE	d correct to the best of for fines and/or	
FAA Form 7460-1 (Has NO Yes, when CERTIFICATION (I hereb my knowledge and belin PENALITIES (Persons fa imprisonment as set for NAME Michelle Ward	? by certify that all t ef.) iling to comply wi rth in KRS 183.990 <b>TITLE</b>	he above entries th KRS 183.861 t 0(3). Noncomplia gr. SIGNATURE	s, made by me, are true, to 183.990 and 602 KAR nce with FAA regulation	complete, and 050 are liable ns may result in DATE	d correct to the best of for fines and/or	

# EXHIBIT G GEOTECHNICAL REPORT



September 14, 2020

Ms. Michelle Ward AT&T 534 Armory Place 4<sup>th</sup> Floor Louisville, KY 40202

Subject: Geotechnical Study Site Name: Taulbee (13800694) Site Address: Keptucky Highway 378 Vancleye KY

Site Address: Kentucky Highway 378, Vancleve, KY 41385, Breathitt County Coordinates: N37<sup>°</sup> 38' 04.90", W83<sup>°</sup> 22' 02.26" POD Project No. 20-69103

Dear Ms. Ward:

Power of Design (POD) was authorized in September 2020 to complete the Geotechnical Study for the subject Property. We utilized the survey of the subject Property dated August 20, 2020. The Property is located on a forested hillside north of Kentucky Highway 378. The Property includes a proposed 6,000 square foot lease area located on a hill with a proposed approximate 3,115-foot long by 40-foot to 30-foot wide access/utility easement. The proposed easement would extend in a western to northeastern direction off an existing gravel drive to the proposed lease area.

Due to existing trees and a steep hillside, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, extensive tree-clearing and grading would be necessary.

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this letter, please contact our office.

Cordially,

Mark Patterson, P.E. Project Engineer License No.: KY 16300





# **Geotechnical Study**

Site Name: Taulbee 13800694 Site Address: Kentucky Highway 348 Vancleve, KY Breathitt County Coordinates: N37°38′ 04.90″ W83° 22′ 02.26″

**POD Project No.:** 20-69103



### SUBMITTED TO:

Ms. Michelle Ward AT&T 534 Armory Place 4<sup>th</sup> Floor Louisville, KY 40202

### PREPARED BY:

Power of Design 11490 Bluegrass Parkway Louisville, KY 40299



September 14, 2020

Ms. Michelle Ward AT&T 534 Armory Place 4<sup>th</sup> Floor Louisville, KY 40202

Re: Subject: Geotechnical Study Site Name: Taulbee (13800694) Site Address: Kentucky Highway 348 Vancleve, KY Breathitt County Coordinates: N37° 38' 04.90", W83° 22' 02.26" POD Project No. 20-69103

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Geotechnical Study for the proposed project. Our services were provided as authorized electronically on September 3, 2020.

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

### Purpose and Scope of Work

The purpose of this effort was to evaluate the likely site conditions to inform foundation design recommendations. A final Geotechnical Investigation including borings should be conducted for the proposed tower.

### **Project Information**

POD provided a survey dated 08/20/20 of the Property. The Property is located on a forested hillside north of Kentucky Highway 378. We understand that plans call for a new 305-foot tall self-support tower with a 15' lightning arrestor on the site, approximately as shown on Figure 1.



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

The topography leading up to the proposed compound varies from flat to gradual slopes. The elevation at the proposed tower location is approximately 1186 feet AMSL.

The soil survey shows the Matewan-Marrowbone-Latham complex (DmE), and Shelocta-Highsplint-Gilpin complex (uShgF) soil types for the proposed tower location. A description of these soil types is attached. In summary, the general soil profile description includes slightly decomposed plant material to a depth of approximately 1 inch, channery fine sandy to silt loam to a depth of approximately 7 inches, very channery to very parachannery silt loam to a depth of approximately 48 inches, with rock being at approximately 4 feet.

### Recommendations

Based on the anticipated shallow rock, the tower will likely be supported on a mat foundation system. Groundwater should likely not be encountered in the foundation excavation. Assuming solid rock at the tower foundation bearing level, a nominal bearing pressure of about 30 kips per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

Max Patte

Mark Patterson, P.E. Project Engineer License No.: KY 16300



Appendix A Figure 1 - Topographic Map and Site Survey Appendix B Soil Survey and Soil Descriptions



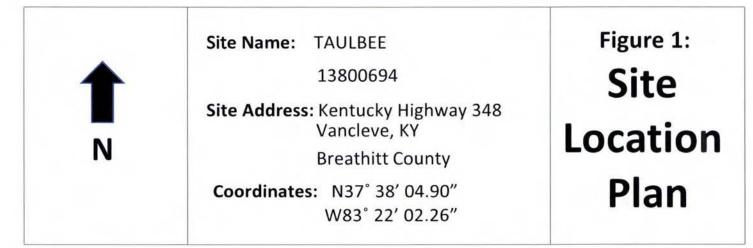
# **APPENDIX A**

Topographic Map and Site Survey

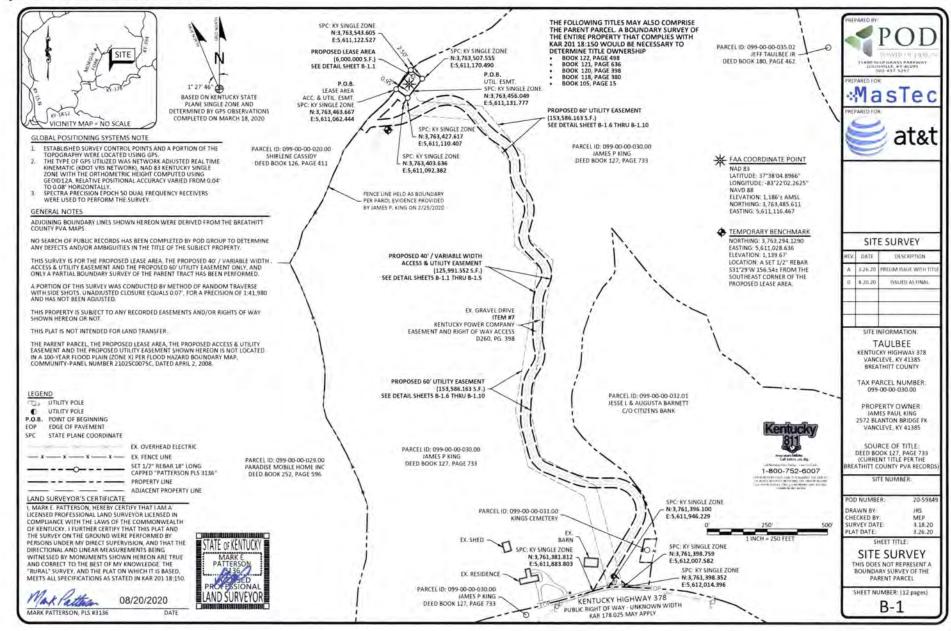


Source: U.S. Geological Survey, 20190413, USGS US Topo 7.5-minute map for Lee City, KY 2019: USGS - National Geospatial Technical Operations Center (NGTOC).

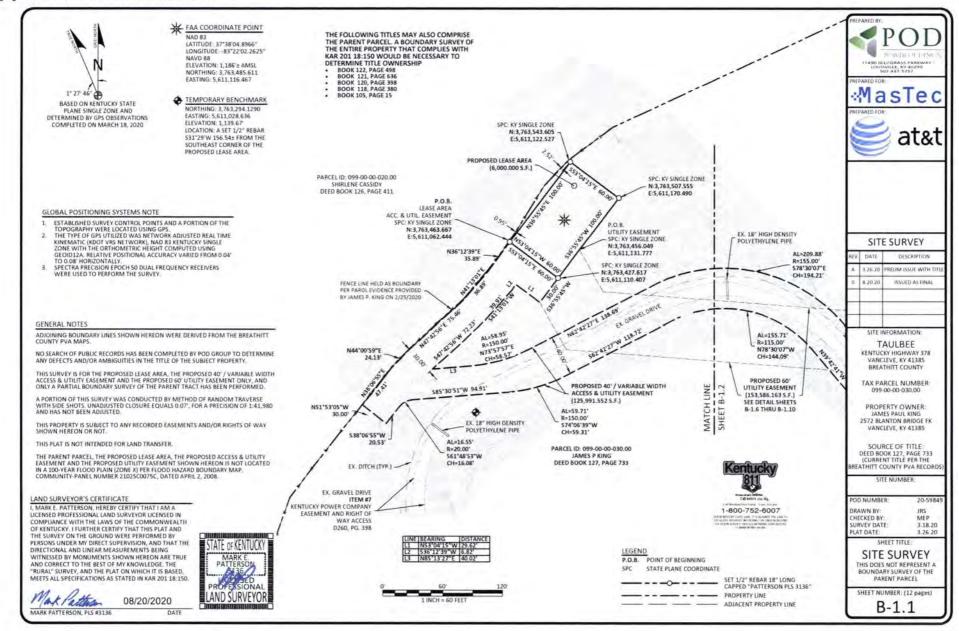
X = Proposed Site



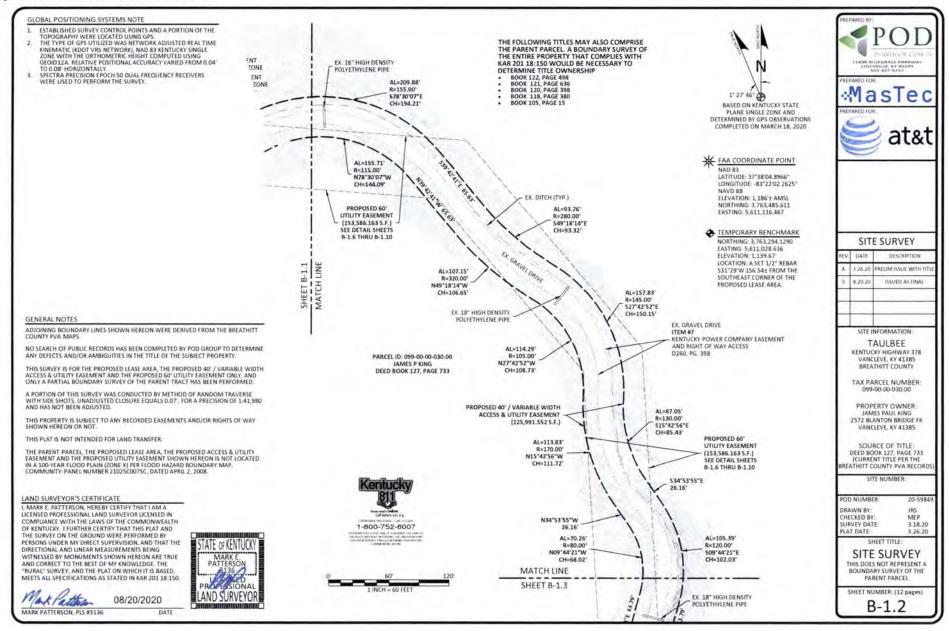
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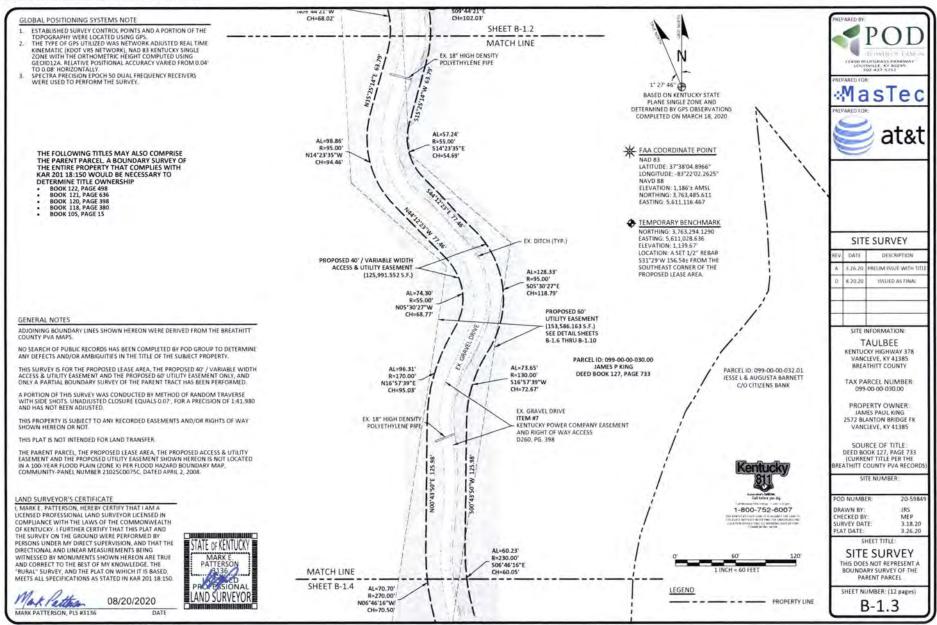
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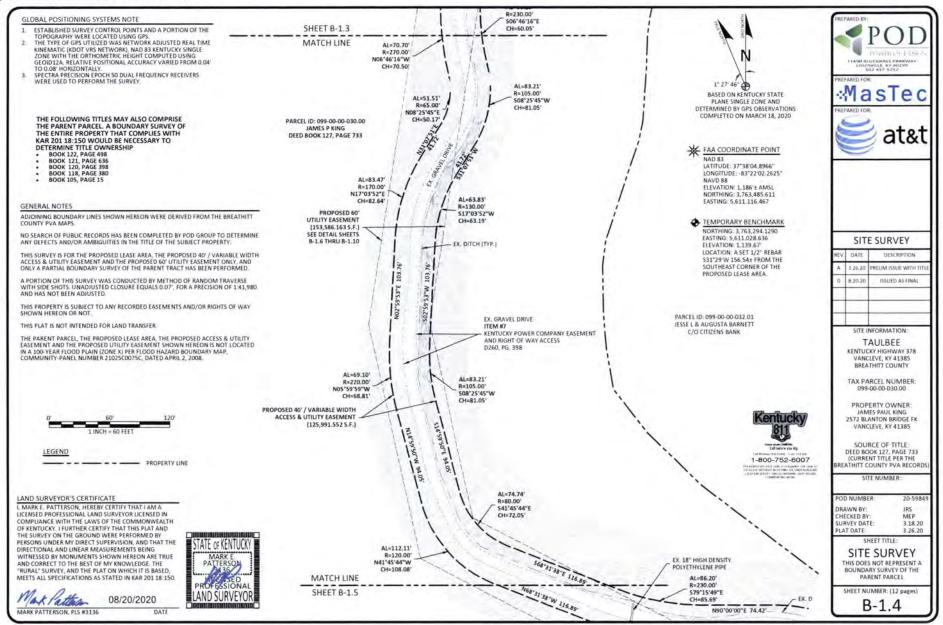
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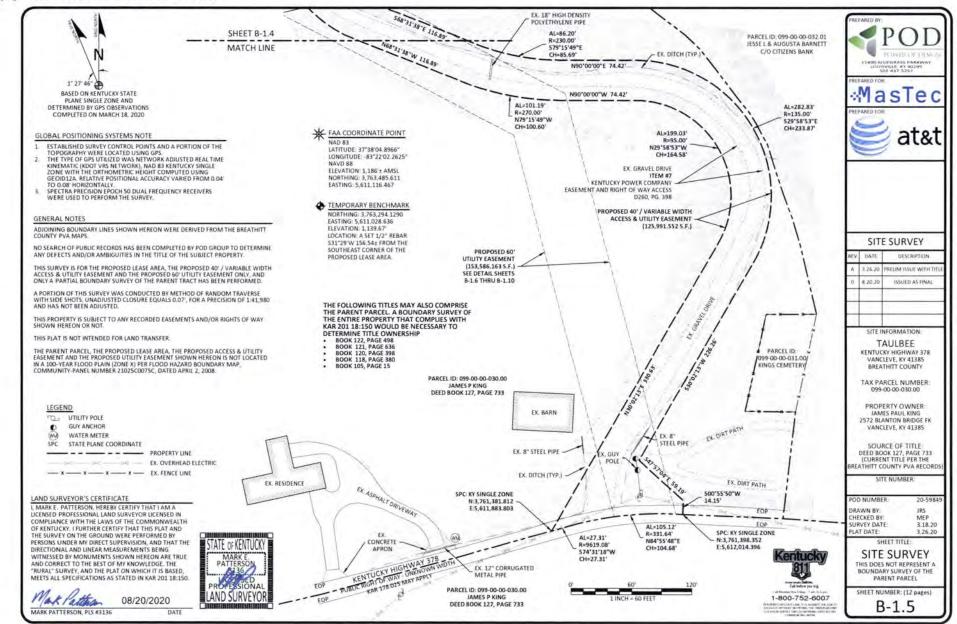
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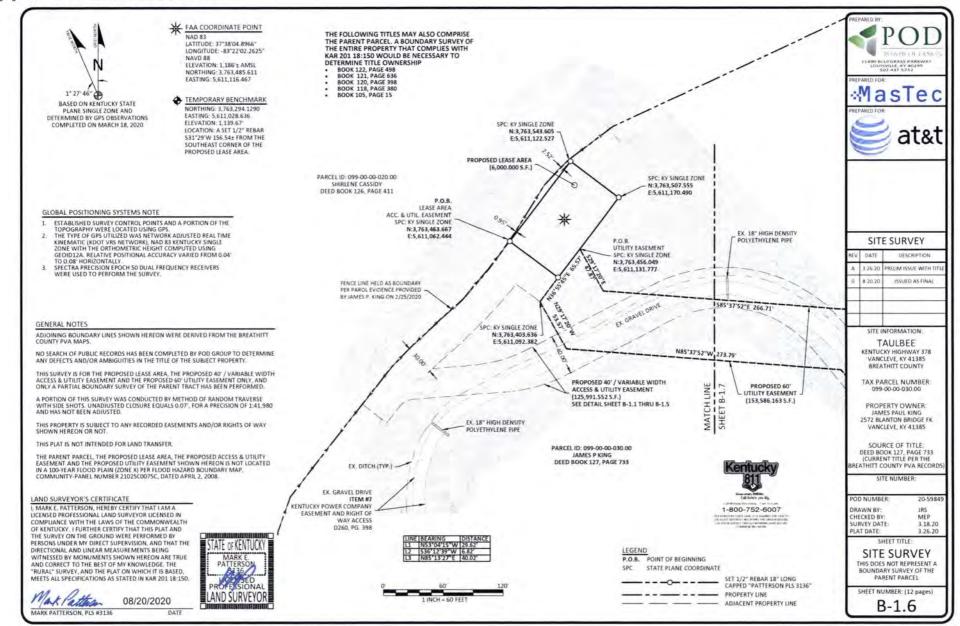
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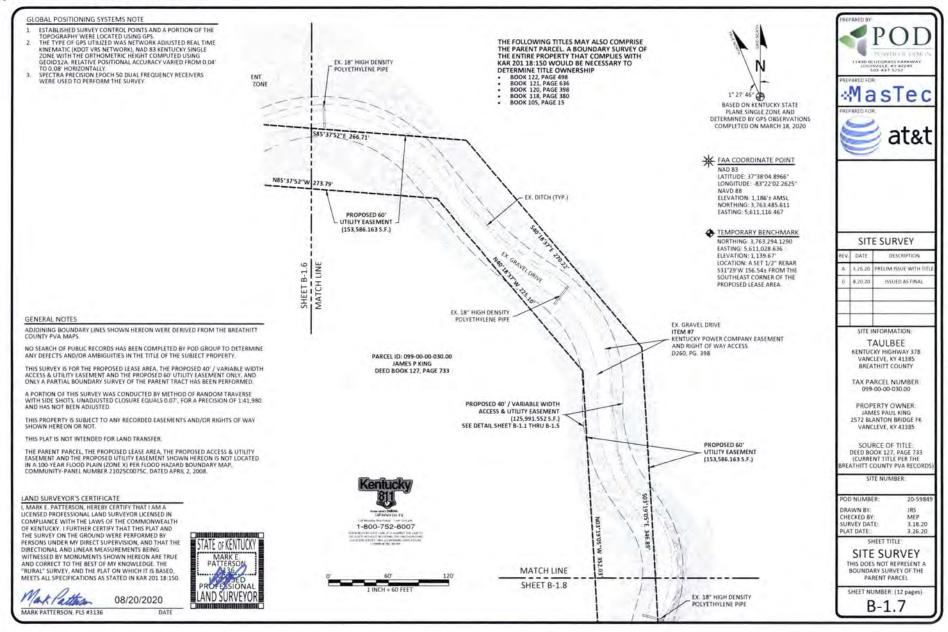
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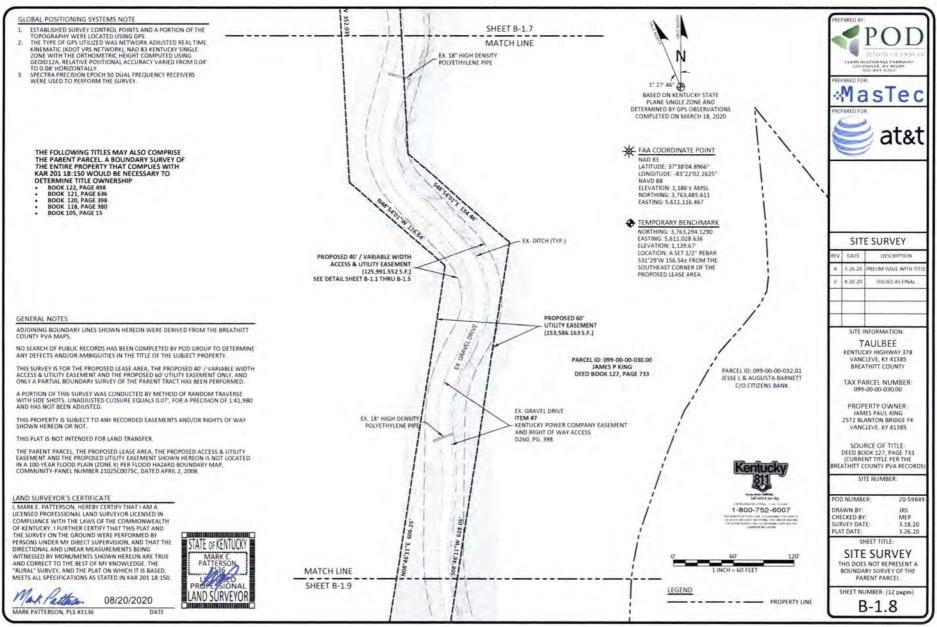
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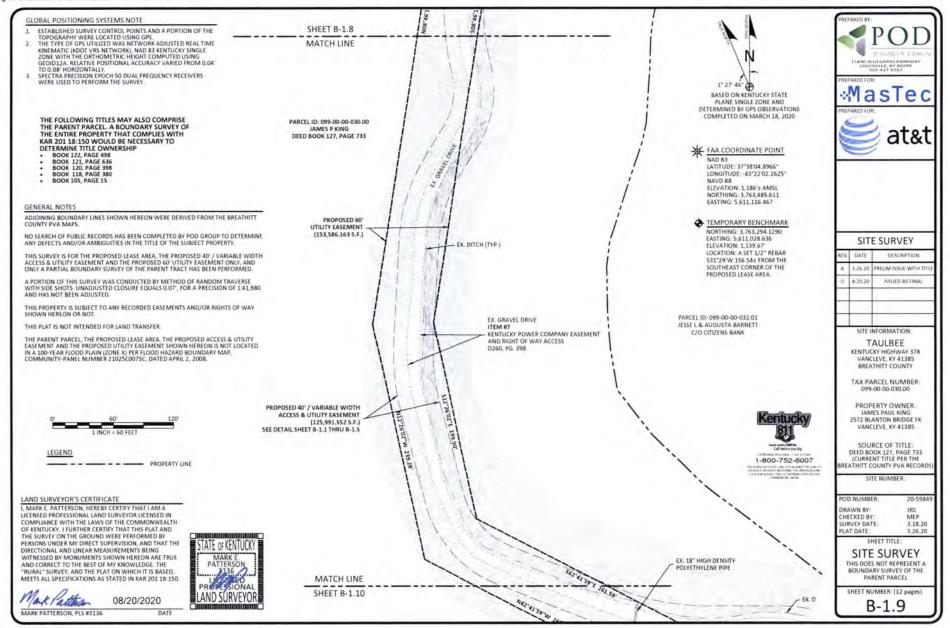
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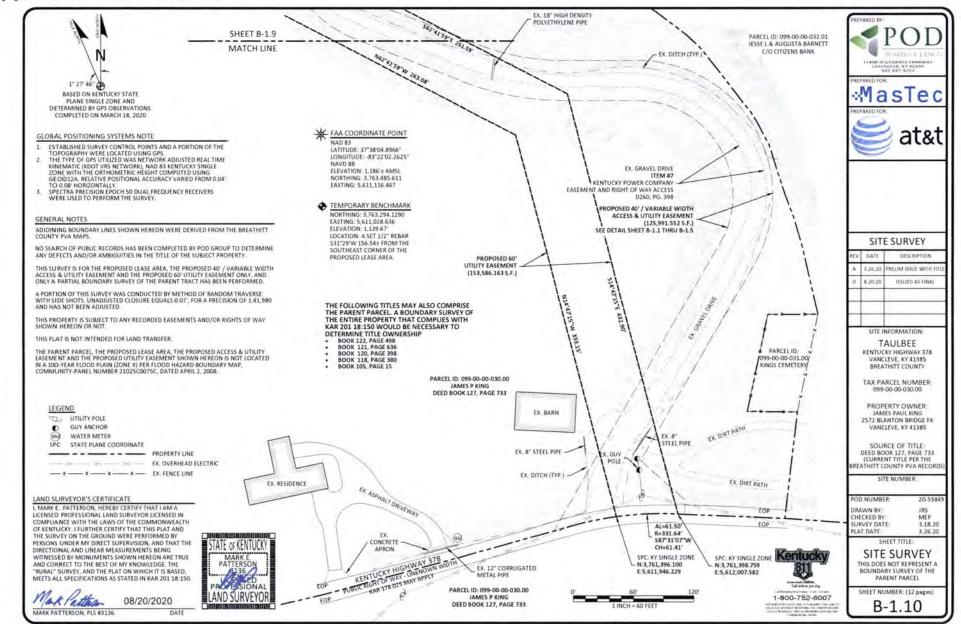
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PROPOSED LEASE AREA

#### LEGAL DESCRIPTIONS

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO JAMES PAUL KING. BREATHITT COUNTY, KY PVA PARCEL ID: 099-00-00-030.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE FOLLOWING TITLES AS RECORDED IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KY MAY COMPRISE THE PARENT PARCEL A BOUNDARY SURVEY OF THE ENTIRE PROPERTY THAT COMPLIES WITH KAR 201 18:150 WOULD BE NECESSARY TO DETERMINE TITLE OWNERSHIP

BOOK 127, PAGE 733, BOOK 122, PAGE 498, BOOK 121, PAGE 636, BOOK 120, PAGE 398, BOOK 118, PAGE 380 AND BOOK 105, PAGE 15.

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 18, 2020

BEGINNING AT A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA HAVING A STATE PLANE COORDINATE, RENTUCKY SINGLE ZONG VALUE OF N.3,763,463,667, ES,551,052,444 ON THE PROPERTY CONVEYED TO JAMES PAUL KING, BREATHITT COUNTY PAV PARCEL (D. 099,000-003.00,00), THENCE ES,611,06,444 OR THE PROPERT CONVERED TO JAMES PAOL NING, BREATHT COUNTY PAPARAEL (D'099-00-00-090,00) (THERLE 1985/55451 (100 00'TO A SET) (THE CHANING A STATE PLANE COORDINATE, REFUCIEZ ZONE VALUE OF N. 3765,343,300) ES,611,122,527, THERCE SST0415<sup>4</sup> E 60 00'TO A SET IPC HAVING A STATE PLANE COORDINATE, REFUCIEV SINGLE ZONE VALUE OF N.3765,300,555, ES,611,120,400, THERCE 365/5545<sup>40</sup> WI LOO'TO A SET IPC HAVING A STATE PLANE COORDINATE, REFUCIEV ZONE VALUE OF N.3,763,427,617, ES,611,110,407, THENCE N.5704,15<sup>4</sup>W 60.00 TO THE POINT OF BEGINNING CONTAINING 6,000,000 SQUARE FEET AS PER SURVEY BY MARK E PATTERSON, PLE 8136 DATE DMARCH 18, 2020.

#### PROPOSED 401 / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 40' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JAMES PAUL KING, BREATHITT COUNTY, KY PVA PARCEL ID: 099-00-00-030.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE FOLLOWING TITLES AS RECORDED IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KY MAY COMPRISE THE PARENT PARCEL A BOUNDARY SURVEY OF THE ENTIRE PROPERTY THAT COMPLIES WITH KAR 201 18:150 WOULD BE NECESSARY TO DETERMINE TITLE

BOOK 127, PAGE 733, BOOK 122, PAGE 498, BOOK 121, PAGE 636, BOOK 120, PAGE 398, BOOK 118, PAGE 380 AND BOOK 105, PAGE 15.

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETEO GON MARCH 18, 2020.

BEGINNED BATUM USED HEREIN S BASED UPON RENTLOCY STATE PLANE COORDINATE SYSTEM, SINGE CORE, NAD 83, FROM A REAL TIME KINEMACTIC GUBAR POSTHOMING SYSTEM OSERVATION USING THE KINTUCKY TRANSPORTATION CABINET REALTING EGN RETVORCE ADDREED AND A STATE OF A

#### PROPOSED 60' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 60' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JAMES PAUL KING, BREATHITT COUNTY, KY PVA PARCEL 10: 099-00-030.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE FOLLOWING TITLES AS RECORDED IN THE OFFICE OF THE CLERK OF BREATHITT COUNTY, KY MAY COMPRISE THE PARENT PARCEL A BOUNDARY SURVEY OF THE ENTIRE PROPERTY THAT COMPLIES WITH KAR 201 18:150 WOULD BE NECESSARY TO DETERMINE TITLE OWNERSHIP

BOOK 127, PAGE 733, BOOK 122, PAGE 498, BOOK 121, PAGE 636, BOOK 120, PAGE 398, BOOK 118, PAGE 380 AND BOOK 105,

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REALTIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 18, 2020

REPORT OF TITLE - PARCEL 099-00-00-030.00 - DEED BOOK 127. PAGE 733

THE SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY DOED BOUK 127, FMGE 733 THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY DO GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP THILE FOUENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, MINIED OR PRESCIPITY E ASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT THE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AD OF THE WORK PREPARED BY US THES SOLUTIONS, FOR THE BENEFIT OF HARTEC NETWORKS COUNTING, SOLUTIONS, FOR THE BENEFIT OF HARTEC NETWORK SOLUTIONS, BENATE BENEFIT OF HARTEC NETWORKS COUNTINGS, BENATE BENEFIT OF HARTEC NETWORKS WAS COMPLETED WITH THE AD OF THE WORK OF THE ADD OF THE THE STATE OF THE STATE OF THE STATE OF THE ADD OF THE WORK SOLUTIONS, SOLUTIONS, FOR THE BENEFIT OF HARTEC NETWORKS OUTDONS, SOLUTIONS, SOL

#### SCHEDULE B

- 1 TAXES TAX LIENS TAX SALES WATER RATES SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN, TAX ID 099 00 00 030 00 PERIOD 019 FAYMENT STATUS PAID TAX AMOUNT: 51,046.67 (NOT A LAND SURVEYING MATTER. THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- 2. MORTGAGES RETURNED HEREIN, (-O-) SEE SEPARATE MORTGAGE SUM DULE, INONE WITHIN PERIOD SEARCHED)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SUBVEY EXCEPTIONS SET TOPPH HERFIN, (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- TS OF TENANTS OR PERSON IN POSSESSION. (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- HUDIGMENTS, LIENS AND LICC.
- NONE-WITHIN REPRIDD SEARCHED.
- (COVENANTS/RESTRICTIONS)
- NONE WITHIN PERIOD SEARCHED
- LEASEMENTS AND RIGHTS OF WAYL

7: EASEMENT AND RIGHT OF WAY - ACCESS BY JAMES PAUL KING, MARRIED TO HENTUCKY POWER COMPANY, DATED 1/16/2019, RECORDED 10/28/2019 IN BOOK 20160 FAGE 398, HOTES, EASEMENT FOR ELECTRIC TRANSMISSION, (EASEMENT AS RECORDED IN BOOK DSGD, PAGE 398 DOES AFFECT THE PARKIT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT BUT DOES NOT AFFECT THE PROPOSED LEASE AREA AND IS SHOWN HEREON AS THE EXISTING GRAVEL ROAD.)

PARENT PARCEL LEGAL DESCRIPTION (AS PROVIDED - NOT FIELD SURVEYED)

BEGINNING AT A ROCK CLIFF AT THE FOOT OF HORSE HILL, THENCE RUNNING UP THE ROAD TO THE UPPER END OF JAMES PAUL KINGS UNE DOWN TO FROZEN CREEK, THENCE RUNNING UP FROZEN CREEK TO THE END OF LONG BOTTOM TO A ROCK CLIFF BESIDE THE CREEK, THENCE RUNNING UP THE HILL TO THE TOP OF THE RINGE TO KELLY MCGUIRE?" LUNE: THENCE RUNNING DOWN THE RIDGE SIXTEEN (16) ROD TO LONESOME BRANCH, THENCE RUNNING DOWN LONESOME BRANCH TO FROZEN CREEK, THENCE RUNNING UP FROZEN CREEK TO A ROCK AT HORSE HILL THE PLACE OF BEGINNING, CONTAINING FORTY (40) ACRES, MORE OR LESS.

> LAND SURVEYOR'S CERTIFICATE I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A UCENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE ATE OF KENTUCKY DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE MARKE PATTERSON AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RUBAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED. MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150. PRO ESIONAL AND SURVEYOR Max Patter 08/20/2020

> > MARK PATTERSON PLS #1136

SITE SURVEY DATE DESCRIPTION 3.26.20 PREUM ISSUE WITH T 8.20.20 ISSUED AS FINAL SITE INFORMATION TAULBEE **KENTUCKY HIGHWAY 378** VANCLEVE KY 41385 BREATHITT COUNTY TAX PARCEL NUMBER: 099-00-00-030.00 DRODERTY OWNER

REPARED B

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MasTec

JAMES PAUL KING 2572 BLANTON BRIDGE FK VANCIEVE KY 41385

SOURCE OF TITLE DEED BOOK 127, PAGE 733 ICURRENT TITLE PER THE BREATHITT COUNTY PVA RECORDS

SITE NUMBER

OD NUMBE 20-5984 DRAWN BY HECKED BY MEP 3.18.20 URVEY DATE: PLAT DATE 3.26.20 SHEET TITLE SITE SURVEY THIS DOES NOT REPRESENT A

BOUNDARY SURVEY OF THE PARENT PARCEL SHEET NUMBER: (12 pages) B-1.11

DATE



# **APPENDIX B**

Soil Survey and Soil Descriptions

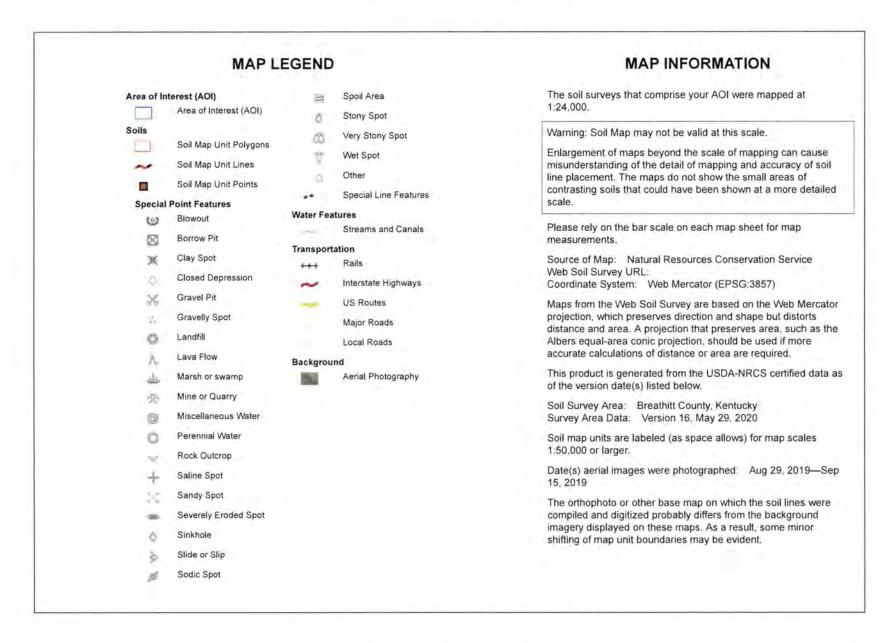


**Conservation Service** 

Web Soil Survey National Cooperative Soil Survey

Page 1 of 3

Soil Map-Breathitt County, Kentucky



Natural Resources **Conservation Service** 

USDA

Soil Map-Breathitt County, Kentucky

# Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DmE	Matewan-Marrowbone-Latham complex, 20 to 80 percent slopes, very rocky	0.7	51.0%
uShgF	Shelocta-Highsplint-Gilpin complex, 20 to 70 percent slopes, very stony	0.7	49.0%
Totals for Area of Interest		1.4	100.0%



Map Unit Description---Breathitt County, Kentucky

### Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

USDA

Map Unit Description-Breathitt County, Kentucky

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

### Report—Map Unit Description

### **Breathitt County, Kentucky**

### DmE—Matewan-Marrowbone-Latham complex, 20 to 80 percent slopes, very rocky

### Map Unit Setting

National map unit symbol: 2tqh8

SDA

*Elevation:* 700 to 2,400 feet *Mean annual precipitation:* 37 to 54 inches *Mean annual air temperature:* 42 to 68 degrees F *Frost-free period:* 155 to 220 days *Farmland classification:* Not prime farmland

### Map Unit Composition

Matewan, very stony, and similar soils: 30 percent Marrowbone, very stony, and similar soils: 25 percent Latham, very stony, and similar soils: 15 percent Minor components: 30 percent Estimates are based on observations, descriptions, and transects of the mapunit.

# Description of Matewan, Very Stony

### Setting

Landform: Ridges Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop Down-slope shape: Convex Across-slope shape: Linear Parent material: Loamy-skeletal residuum weathered from sandstone

### **Typical profile**

Oi - 0 to 1 inches: channery slightly decomposed plant material

A - 1 to 3 inches: channery fine sandy loam

BA - 3 to 7 inches: channery fine sandy loam

Bw1 - 7 to 21 inches: very channery fine sandy loam

Bw2 - 21 to 28 inches: extremely channery fine sandy loam

R - 28 to 37 inches: bedrock

### **Properties and qualities**

Slope: 20 to 80 percent

Surface area covered with cobbles, stones or boulders: 1.0 percent Depth to restrictive feature: 24 to 40 inches to lithic bedrock Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.01 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 1 percent

Sodium adsorption ratio, maximum: 1.0

Available water capacity: Very low (about 2.3 inches)

# Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: A Hydric soil rating: No

### **Description of Marrowbone, Very Stony**

#### Setting

Landform: Ridges Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop Down-slope shape: Convex Across-slope shape: Linear Parent material: Coarse-loamy residuum weathered from sandstone

# Typical profile

*Oi - 0 to 1 inches:* slightly decomposed plant material *A - 1 to 5 inches:* fine sandy loam *Bw1 - 5 to 10 inches:* loam *Bw2 - 10 to 17 inches:* fine sandy loam *Bw3 - 17 to 23 inches:* loam *BC - 23 to 28 inches:* channery loam *R - 28 to 38 inches:* bedrock

# Properties and qualities

Slope: 20 to 80 percent Surface area covered with cobbles, stones or boulders: 1.0 percent Depth to restrictive feature: 24 to 32 inches to lithic bedrock Drainage class: Well drained Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.01 in/hr) Depth to water table: More than 80 inches Frequency of flooding: None Frequency of ponding: None Available water capacity: Low (about 3.6 inches)

# Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: B Hydric soil rating: No

### Description of Latham, Very Stony

#### Setting

Landform: Ridges Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop Down-slope shape: Convex Across-slope shape: Concave Parent material: Clayey residuum weathered from shale and siltstone

# **Typical profile**

Oi - 0 to 1 inches: channery slightly decomposed plant material

- A 1 to 2 inches: silt loam
- BA 2 to 6 inches: silty clay loam

Bt - 6 to 20 inches: silty clay BC - 20 to 25 inches: silty clay loam Cr - 25 to 36 inches: bedrock R - 36 to 46 inches: bedrock

### Properties and qualities

Slope: 20 to 80 percent

Surface area covered with cobbles, stones or boulders: 1.0 percent Depth to restrictive feature: 24 to 34 inches to paralithic bedrock; 34 to 45 inches to lithic bedrock

Drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.01 in/hr)

Depth to water table: About 6 to 24 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Very low (about 2.7 inches)

### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: C/D Hydric soil rating: No

# **Minor Components**

# Gilpin, very stony

Percent of map unit: 10 percent Landform: Ridges Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop Down-slope shape: Convex Across-slope shape: Linear Hydric soil rating: No

### Shelocta, very stony

Percent of map unit: 7 percent Landform: Ridges Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Upper third of mountainflank Down-slope shape: Convex, concave Across-slope shape: Linear Hydric soil rating: No

### Fedscreek, very stony

Percent of map unit: 5 percent Landform: Ridges Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Upper third of mountainflank Down-slope shape: Convex Across-slope shape: Linear Hydric soil rating: No

#### Rock outcrop

Percent of map unit: 5 percent

### Ramsey, very stony

Percent of map unit: 3 percent Landform: Ridges Landform position (two-dimensional): Summit Landform position (three-dimensional): Mountaintop Down-slope shape: Convex Across-slope shape: Convex Hydric soil rating: No

# uShgF—Shelocta-Highsplint-Gilpin complex, 20 to 70 percent slopes, very stony

### Map Unit Setting

National map unit symbol: 2x5k0 Elevation: 680 to 2,680 feet Mean annual precipitation: 28 to 58 inches Mean annual air temperature: 42 to 68 degrees F Frost-free period: 147 to 200 days Farmland classification: Not prime farmland

# Map Unit Composition

Shelocta, very stony, and similar soils: 50 percent
Highsplint, very stony, and similar soils: 20 percent
Gilpin, very stony, and similar soils: 15 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

# **Description of Shelocta, Very Stony**

### Setting

Landform: Hillslopes Landform position (two-dimensional): Backslope Landform position (three-dimensional): Side slope Down-slope shape: Concave Across-slope shape: Linear Parent material: Fine-loamy colluvium derived from sandstone and shale

## Typical profile

Oi - 0 to 1 inches: slightly decomposed plant material

- A 1 to 3 inches: silt loam
- BA 3 to 7 inches: loam

Bt1 - 7 to 23 inches: channery silt loam

2Bt2 - 23 to 34 inches: channery silt loam

2Bt3 - 34 to 45 inches: very channery silt loam

2C - 45 to 59 inches: very parachannery silt loam

2Cr - 59 to 69 inches: bedrock

### **Properties and qualities**

Slope: 20 to 70 percent

Surface area covered with cobbles, stones or boulders: 1.0 percent Depth to restrictive feature: 48 to 65 inches to paralithic bedrock Drainage class: Well drained Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Very low (0.00 to 0.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Moderate (about 7.9 inches)

## Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: B Hydric soil rating: No

# **Description of Highsplint, Very Stony**

### Setting

Landform: Hillslopes Landform position (two-dimensional): Footslope Landform position (three-dimensional): Base slope Down-slope shape: Concave Across-slope shape: Linear Parent material: Loamy-skeletal fine-loamy colluvium derived from sandstone and shale

# **Typical profile**

Oi - 0 to 1 inches: very channery slightly decomposed plant material

A - 1 to 4 inches: very channery silt loam

BA - 4 to 11 inches: very channery silt loam

Bw1 - 11 to 28 inches: very channery clay loam

Bw2 - 28 to 48 inches: very channery loam

BC - 48 to 85 inches: very channery loam

# Properties and qualities

Slope: 20 to 70 percent Surface area covered with cobbles, stones or boulders: 1.0 percent Depth to restrictive feature: More than 80 inches Drainage class: Well drained Runoff class: Medium Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 2.00 in/hr) Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Low (about 4.7 inches)

ISDA

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: A Hydric soil rating: No

### **Description of Gilpin, Very Stony**

#### Setting

Landform: Hillslopes

Landform position (two-dimensional): Shoulder

Landform position (three-dimensional): Head slope

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Fine-loamy residuum weathered from sandstone and shale

### **Typical profile**

Oi - 0 to 1 inches: channery slightly decomposed plant material

A - 1 to 5 inches: channery silt loam

Bt1 - 5 to 11 inches: channery silt loam

Bt2 - 11 to 20 inches: channery silt loam

Bt3 - 20 to 28 inches: channery loam

R - 28 to 38 inches: bedrock

# Properties and qualities

Slope: 20 to 70 percent Surface area covered with cobbles, stones or boulders: 1.0 percent Depth to restrictive feature: 24 to 40 inches to lithic bedrock Drainage class: Well drained Runoff class: High Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.01 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water capacity: Low (about 3.5 inches)

# Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 7e Hydrologic Soil Group: C Hydric soil rating: No

### Minor Components

### Marrowbone, very stony

Percent of map unit: 6 percent Landform: Hillslopes Landform position (two-dimensional): Summit Landform position (three-dimensional): Nose slope Down-slope shape: Convex Across-slope shape: Convex



Hydric soil rating: No

## Fedscreek, very stony

Percent of map unit: 4 percent Landform: Hillslopes Landform position (two-dimensional): Backslope Landform position (three-dimensional): Side slope Down-slope shape: Concave Across-slope shape: Linear Hydric soil rating: No

### Ramsey, very stony

Percent of map unit: 3 percent Landform: Hillslopes Landform position (two-dimensional): Shoulder Landform position (three-dimensional): Nose slope Down-slope shape: Convex Across-slope shape: Convex Hydric soil rating: No

### Rock outcrop

Percent of map unit: 2 percent

# **Data Source Information**

Soil Survey Area: Breathitt County, Kentucky Survey Area Data: Version 16, May 29, 2020



# EXHIBIT H DIRECTIONS TO WCF SITE

# **Driving Directions to Proposed Tower Site**

- 1. Beginning at 1137 Main Street, Jackson, KY 41339, head southwest (toward Court Street) on Main Street and travel approximately 0.1 miles.
- 2. Turn left onto Broadway Street and travel approximately 423 feet.
- 3. Turn left onto College Ave and travel approximately 0.1 miles.
- 4. Turn left onto Brown Street and travel approximately 240 feet.
- 5. Turn right onto Main Street and travel approximately 0.9 miles.
- 6. Continue onto KY-1812 and travel approximately 7.5 miles.
- 7. Turn right onto State Hwy 378 and travel approximately 2.6 miles. The site is on the left. The site coordinates are:
  - a. North 37 deg 38 min 04.8966 sec
  - b. West 83 deg 22 min 02.2625 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: KYL06076 Cell Site Name: Taulbee Search Ring Name: Taulbee Fixed Asset Number: 13800694

### 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 James Paul King and Sandra King, husband and wife, having a mailing address of 2575 Highway 378, Vancleve, KY 41385 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("Tenant").

# BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 0 Vancleve, Vancleve, KY 41385, in the County of Breathitt, 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:

# 1. 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 1, (the "Premises"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and (b) 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 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

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. <u>RENT.</u>

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, **Sector Commencement Date** (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

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.

<u>TERMINATION</u>. 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. <u>INSURANCE.</u> 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

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 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) 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 asbestoscontaining 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 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 the 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, 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. <u>**REMOVAL/RESTORATION.</u>** 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 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.</u>

# 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 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(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) nonpayment 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. <u>ASSIGNMENT/SUBLEASE</u>. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. <u>NOTICES.</u> All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: KYL06076; Cell Site Name: Taulbee (KY) Fixed Asset #: 13800694
· · · · · · · · · · · · · · · · · · ·	1025 Lenox Park Blvd. NE 3 <sup>rd</sup> Floor
	Atlanta, Georgia 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn.: Legal Dept – Network Operations
	Re: Cell Site #: KYL06076; Cell Site Name: Taulbee (KY)
	Fixed Asset #: 13800694 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:	James Paul King
	2575 Highway 378
	Vancleve, KY 41385

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. <u>CONDEMNATION.</u> In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within 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. <u>CASUALTY.</u> 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. <u>WAIVER OF LANDLORD'S LIENS.</u> 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. <u>TAXES.</u>

(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.

(1) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) Attorneys' Fees. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including 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"

James Paul King and Sandra King, husband and wife

Name: James Paul King Date:

Bv: Print Name: Sandra King Date:

### LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY	)
	) ss:
COUNTY OF WONTE	)

On the  $13^{\circ}$  day or  $0^{\circ}$ ,  $1^{\circ}$ , 2020, before me, personally appeared James Paul King, 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.

Wan Kauks Notary Public: alan F My Commission Expires:

STATE OF KENTUCKY COUNTY OF WOLFE ) ss:

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On the  $\underline{3^{m}}$  day of  $\underline{\alpha p n \lambda}$ , 2020, before me, personally appeared Sandra King, who acknowledged under oath, that she is the person named in the within instrument, and that she executed the same in her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

AHAD BANKS Notary Public: Olan Barlan My Commission Expires:

# "TENANT"

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation Its: Manager

By:

Print Name: Chris Tharp Its: Area Manager – Network Engineering Date: <u>4-23-2020</u>

# TENANT ACKNOWLEDGMENT

) ss:

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### STATE OF KENTUCKY

COUNTY OF JEFFERSON

On the <u>23rd</u> day of <u>April</u>, 2020, before me personally appeared Chris Tharp, and acknowledged under oath that he is the Area Manager – Network Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public:

My Commission Expires: March 15, 2003

# **EXHIBIT 1**

# **DESCRIPTION OF PROPERTY AND PREMISES**

# Page 1 of 8

to the Option and Land Lease Agreement dated <u>April 23</u>, 2020, by and between James Paul King and Sandra King, husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

# The Property is legally described as follows:

A certain tract or parcel of land lying and being in Breathitt County, Kentucky, and situate on Frozen Creek, and more particularly bounded as follows:

"Beginning at a rock cliff at the foot of Horse Hill; thence running up the road to the upper end of Paul King's line down to Frozen Creek; thence running up Frozen Creek to the end of Long Bottom to a rock cliff beside the creek; thence running up the hill to the top of the ridge to Kelly McGuire's line; thence running down the ridge sixteen (16) rods to Lonesome Branch; thence running down Lonesome Branch to Frozen Creek; thence running up Frozen Creek to a rock at Horse Hill, the place of beginning, containing forty (40) acres, more or less."

Being a portion of the same land conveyed to Susie King from Sam H. Copc, etc., et al, by deed dated November 17th, 1958, and of record in Deed Book No. 105, at Page No. 15, Office of the Breathitt County Court Clerk.

Being the property conveyed to James Paul King, by Deed dated January 24, 1975, and recorded on February 10, 1975 in Deed Book 127, Page 733, in the Office of the Breathitt County Court Clerk.

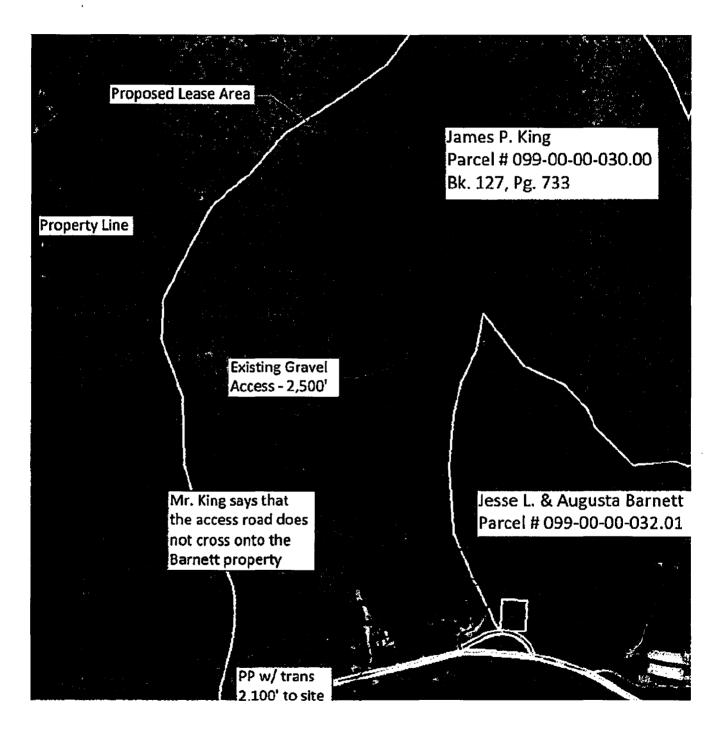
Map Number/Parcel ID: 099-00-00-030.00

The above-described parcel (Parcel ID: 099-00-00-030.00) may also include some or all of the following property described in the following instruments:

- Last Will and Testament of William King and Susie King made by Estate of William King and Susie King to Viola Dunn, Executrix dated 4/10/1979 recorded on 9/29/1980 in book W3 page 340.
- (2) Deed of Conveyance made by W. L. King, single to Bill King Jr.; Ruby D. Neace; Pearl Ruth Rowe; David Lawerance King; Dessie Lee Londergan; Viola Dunn; James Paul King, and Betty Faye Neace dated 6/10/1982 recorded on 6/10/1982 in book 145 page 449.
- (3) Deed made by W. L. King, widower to James Paul King and Sandra King, his wife dated 11/4/1994 recorded on 11/17/1994 in book 176 page 9.

# The Premises are described and/or depicted as follows:

An approximately 10,000 square foot portion (100'  $\times$  100') of the above-described Property, along with certain access and utility easements thereon, which Premises and easements are described and/or depicted as follows:



# {This Letter Goes On Landlord's Letterhead}

Date: 4-13-2020

Building Staff / Security Staff James Paul King 2575 Highway 378 Vancleve, KY 41385

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.

Jame Paulting andiord Signature

Option and Taulbee - Option and Land Lease - CLEAN.docx

# EXHIBIT J NOTIFICATION LISTING

# Taulbee – Notice List

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KING JAMES P 2572 BLANTON BRIDGE FK VANCLEVE, KY 41385

BARNETT JESSE L & AUGUSTA C/O CITIZENS BANK PO BOX 770 JACKSON, KY 41339

KINGS CEMETERY C/O W L KING VANCLEVE, KY 41385

ICG NATURAL C/O ARK LAND CO 1 CITY PLACE DR SUITE 300 SAINT LOUIS, MO 63141

PARADISE MOBILE HOMES INC 1464 HWY 15 N JACKSON, KY 41339

LINDON BROWNLOW 100 SCHOOL HOUSE BRANCH VANCLEVE, KY 41385-9313

CASSIDY SHIRLENE 189 CASSIDY DR VANCLEVE, KY 41385

TAULBEE JEFF JR 3241 HWY 378 VANCLEVE, KY 41385

MANNS CEMETERY JACKSON, KY 41339 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: Taulbee

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 0 Vancleve, Vancleve KY 41385 (37° 38' 04.8966" North latitude, 83° 22' 02.2625" West longitude). The proposed facility will include a 305-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 320-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 <u>or</u> 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 2020-00307 in any correspondence sent in connection with this matter.

In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service to homes and businesses in the area. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies.

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

enclosures

# **Driving Directions to Proposed Tower Site**

- 1. Beginning at 1137 Main Street, Jackson, KY 41339, head southwest (toward Court Street) on Main Street and travel approximately 0.1 miles.
- 2. Turn left onto Broadway Street and travel approximately 423 feet.
- 3. Turn left onto College Ave and travel approximately 0.1 miles.
- 4. Turn left onto Brown Street and travel approximately 240 feet.
- 5. Turn right onto Main Street and travel approximately 0.9 miles.
- 6. Continue onto KY-1812 and travel approximately 7.5 miles.
- Turn right onto State Hwy 378 and travel approximately 2.6 miles. The site is on the left. The site coordinates are:
  - a. North 37 deg 38 min 04.8966 sec
  - b. West 83 deg 22 min 02.2625 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

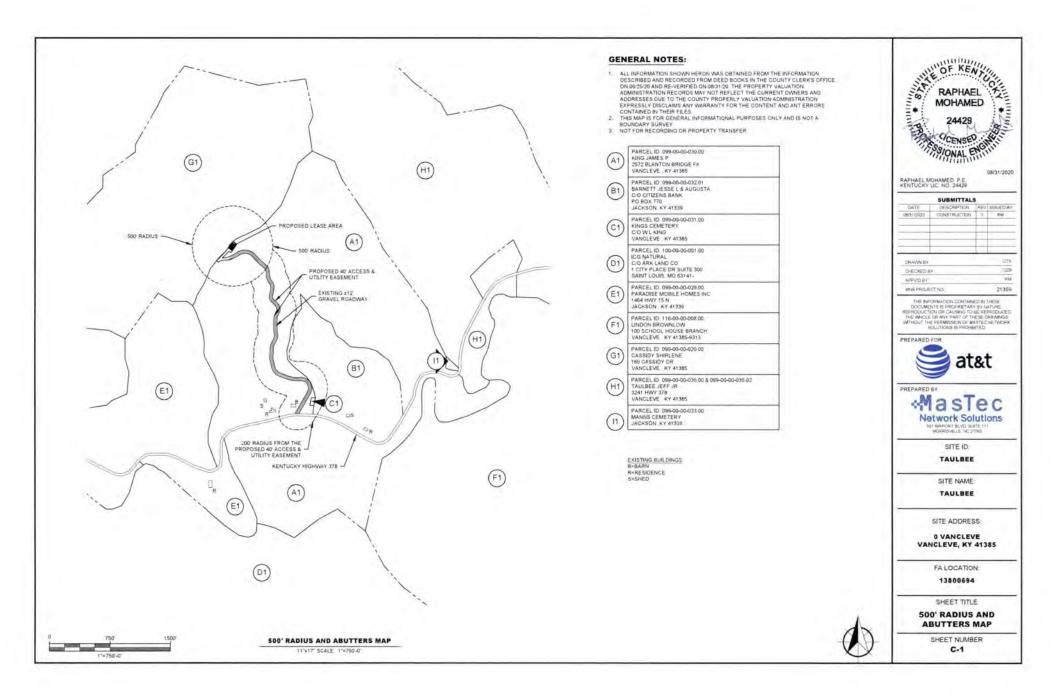


EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

Jeffrey Noble County Judge Executive 1137 Main St. Jackson, KY 41339

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2020-00307 Site Name: Taulbee

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 Vancleve, Vancleve, KY 41385 (37° 38' 04.8966" North latitude, 83° 22' 02.2625" West longitude). The proposed facility will include a 305-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 320-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 2020-00307 in any correspondence sent in connection with this matter.

In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service to homes and businesses in the area. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies.

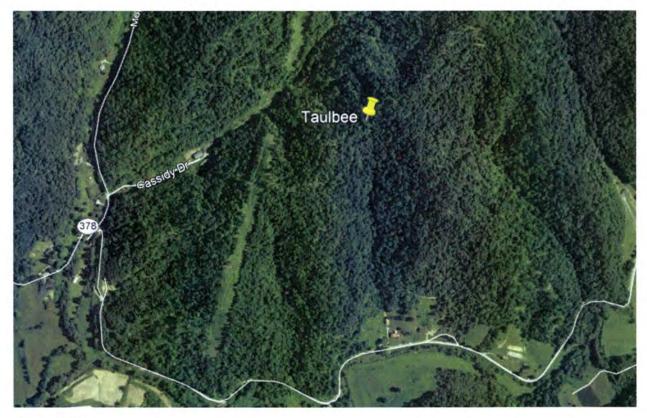
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely, David A. Pike Attorney for Applicant

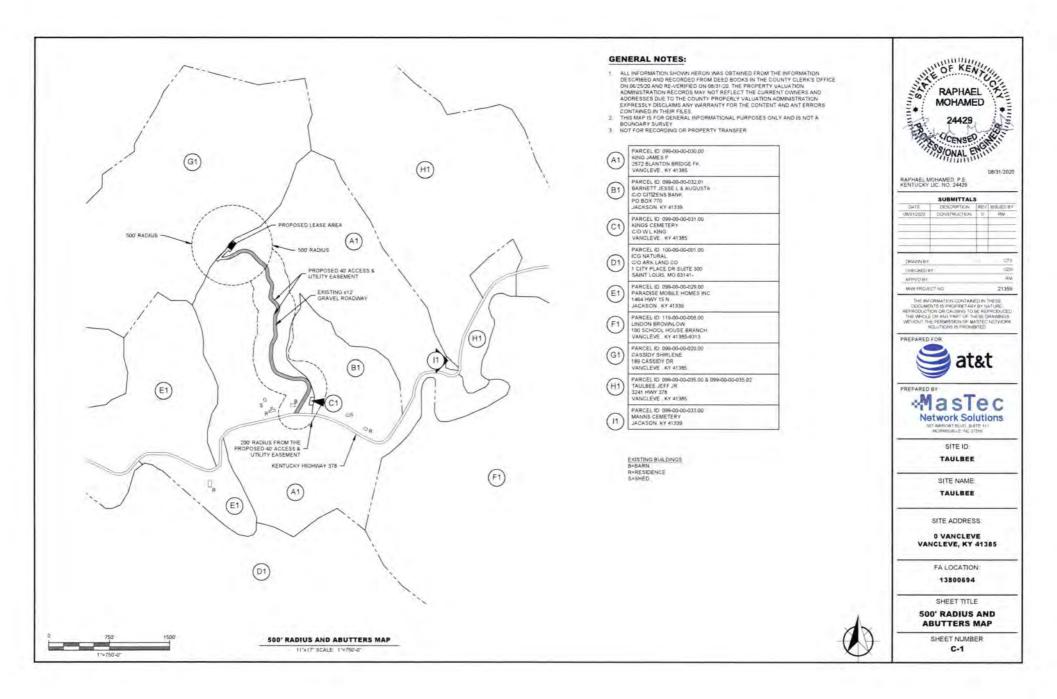
enclosures

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- 2. Turn left onto Broadway Street and travel approximately 423 feet.
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- 4. Turn left onto Brown Street and travel approximately 240 feet.
- 5. Turn right onto Main Street and travel approximately 0.9 miles.
- 6. Continue onto KY-1812 and travel approximately 7.5 miles.
- 7. Turn right onto State Hwy 378 and travel approximately 2.6 miles. The site is on the left. The site coordinates are:
  - a. North 37 deg 38 min 04.8966 sec
  - b. West 83 deg 22 min 02.2625 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 M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

# SITE NAME: TAULBEE 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 2020-00307 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 2020-00307 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: 606-693-0170

The Breathitt Advocate Attn: Legal Notice Ad 1118 Main Street PO Box 1015 Jackson, KY 41339

> RE: Legal Notice Advertisement Site Name: Taulbee

Dear Ad Department:

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

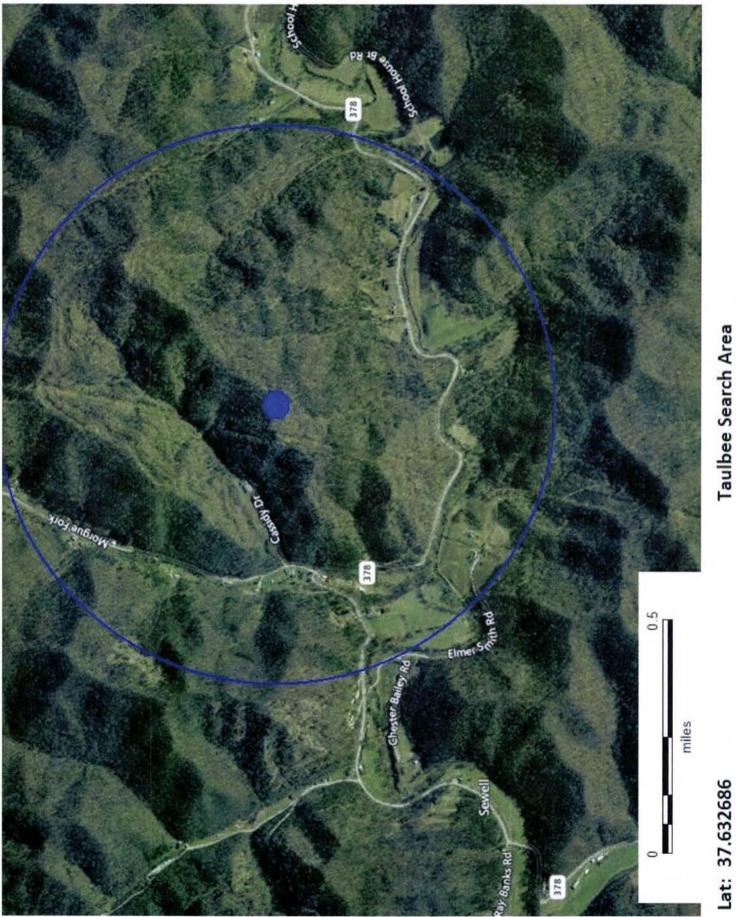
# NOTICE

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 Vancleve, Vancleve, KY 41385 (37° 38' 04.8966" North latitude, 83° 22' 02.2625" 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 2020-00307 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

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Lat: 37.632686 Lon: -83.369475 Radius: .6 miles