

**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 )  
AND UNITI TOWERS LLC, A DELAWARE )  
LIMITED LIABILITY COMPANY )  
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC ) CASE NO.: 2020-00351  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF PULASKI )

SITE NAME: ELIHU RELO / ROSE HILL ROAD

\*\*\*\*\*

**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 and Uniti Towers LLC, a Delaware limited liability company (“Applicants”), 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 submit 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 Applicants with wireless communications services.

In support of this Application, Applicants respectfully provide and state the following

information:

1. The complete names and addresses of the Applicants are: New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having an address of Meidinger Tower, 462 S. 4<sup>th</sup> Street, Suite 2400, Louisville, Kentucky 40202 and Uniti Towers LLC, a Delaware limited liability company having an address of 10802 Executive Center Drive, Benton Building, Suite 300, Little Rock, Arkansas 72211.

2. Applicants propose construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Applicants submit 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. AT&T Mobility is a limited liability company organized in the State of Delaware on October 20, 1994. Uniti Towers is a limited liability company organized in the State of Delaware on December 2, 2015.

4. Applicants attest that they are in good standing in the state in which they are organized and further state that they are authorized to transact business in Kentucky.

5. The Certificates of Authority filed with the Kentucky Secretary of State for both Applicants are attached as part of **Exhibit A** pursuant to 807 KAR 5:001: Section 14(3).

6. AT&T Mobility operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. Copies of AT&T Mobility'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 AT&T Mobility's services to an area currently not served or not adequately served by AT&T Mobility 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 AT&T Mobility'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 AT&T Mobility's network design that must be in place to provide adequate coverage to the service area.

8. To address the above-described service needs, Applicants propose to construct a WCF at 2552 Rush Branch Road, Somerset, Kentucky 42501 (37° 04' 00.14" North latitude, 84° 34' 00.87" 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 Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Melissa Christine Creekmore, and Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Walter Scott Creekmore pursuant to a deed recorded at Deed Book 925, Page 423 and a Will recorded at Book 81 Page 176 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of AT&T Mobility's radio

electronics equipment and appurtenant equipment. The Applicants' 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 AT&T Mobility's antennas 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. Applicants have considered the likely effects of the installation of the proposed WCF on nearby land uses and values and have 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 AT&T Mobility's antennas on an existing structure. When suitable towers or structures exist, AT&T Mobility attempts to co-locate on existing structures such as communications towers or other structures capable of supporting AT&T Mobility's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

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

14. A copy of the approval issued by the Kentucky Airport Zoning Commission ("KAZC") is attached as **Exhibit F**.

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

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

17. Uniti Towers LLC, 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 Jeremy Culpepper 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. Applicants have 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. Applicants have 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 heavily wooded.

26. The process that was used by AT&T Mobility'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. AT&T Mobility'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 Applicants when searching for sites

for its antennas that would provide the coverage deemed necessary by AT&T Mobility. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.

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

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

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

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



**WHEREFORE**, Applicants 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,

A handwritten signature in blue ink that reads "David A. Pike". The signature is written in a cursive style and is positioned above a horizontal line.

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 Applicants

## LIST OF EXHIBITS

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

**EXHIBIT A**  
**CERTIFICATE OF AUTHORITY & FCC LICENSE**  
**DOCUMENTATION**

**Commonwealth of Kentucky**  
**Alison Lundergan Grimes, Secretary of State**

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

**Certificate of Authorization**

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

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


**NEW CINGULAR WIRELESS PCS, LLC**

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

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

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



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



COMMONWEALTH OF KENTUCKY  
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

**0972004.06** mstratton  
ADD  
Alison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
1/3/2017 3:10 PM  
Fee Receipt: \$90.00

Division of Business Filings Business Filings PO Box 718 Frankfort, KY 40602 (502) 564-3490 www.sos.ky.gov	Certificate of Authority (Foreign Business Entity)	FBE
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Pursuant to the provisions of KRS 14A and KRS 271B, 273, 274, 275, 362 and 386 the undersigned hereby applies for authority to transact business in Kentucky on behalf of the entity named below and, for that purpose, submits the following statements:

1. The entity is a :  profit corporation (KRS 271B).  nonprofit corporation (KRS 273).  professional service corporation (KRS 274).  
 business trust (KRS 386).  limited liability company (KRS 275).  professional limited liability company (KRS 275).  
 limited partnership (KRS 362).

2. The name of the entity is Uniti Towers LLC  
(The name must be identical to the name on record with the Secretary of State.)

3. The name of the entity to be used in Kentucky is (if applicable): \_\_\_\_\_  
(Only provide if "real name" is unavailable for use; otherwise, leave blank.)

4. The state or country under whose law the entity is organized is Delaware

5. The date of organization is 12/2/2015 and the period of duration is \_\_\_\_\_  
(if left blank, the period of duration is considered perpetual.)

6. The mailing address of the entity's principal office is  
10802 Executive Center Drive, Benton Building, Suite 300 Little Rock AR 72211  
Street Address City State Zip Code

7. The street address of the entity's registered office in Kentucky is  
306 West Main Street - Suite 512 Frankfort KY 40601  
Street Address (No P.O. Box Numbers) City State Zip Code

and the name of the registered agent at that office is C T Corporation System

8. The names and business addresses of the entity's representatives (secretary, officers and directors, managers, trustees or general partners):

Daniel L. Heard	10802 Executive Center Drive, Benton Building, Suite 300	Little Rock	AR	72211
Name	Street or P.O. Box	City	State	Zip Code
Kenneth Gunderman	10802 Executive Center Drive, Benton Building, Suite 300	Little Rock	AR	72211
Name	Street or P.O. Box	City	State	Zip Code
Mark A. Wallace	10802 Executive Center Drive, Benton Building, Suite 300	Little Rock	AR	72211
Name	Street or P.O. Box	City	State	Zip Code

9. If a professional service corporation, all the individual shareholders, not less than one half (1/2) of the directors, and all of the officers other than the secretary and treasurer are licensed in one or more states or territories of the United States or District of Columbia to render a professional service described in the statement of purposes of the corporation.

10. I certify that, as of the date of filing this application, the above-named entity validly exists under the laws of the jurisdiction of its formation.

11. If a limited partnership, it elects to be a limited liability limited partnership. Check the box if applicable:

12. If a limited liability company, check box if manager-managed:

13. This application will be effective upon filing, unless a delayed effective date and/or time is provided.  
 The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is \_\_\_\_\_  
(Delayed effective date and/or time)

[Signature] Keith Harvey, VP - Deputy General Counsel 12/30/2016  
Signature of Authorized Representative Printed Name & Title Date

I, C T Corporation System, consent to serve as the registered agent on behalf of the business entity.

[Signature] Tristan Emrich Assistant Secretary 12/30/2016  
Signature of Registered Agent Printed Name Title Date

(09/15)

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNITI TOWERS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF DECEMBER, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5896640 8300

SR# 20167345793

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203613650

Date: 12-30-16

**REFERENCE COPY**

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



**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> KNKN965	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA448	<b>Channel Block</b> B
<b>Sub-Market Designator</b> 0	

FCC Registration Number (FRN): 0003291192

<b>Market Name</b> Kentucky 6 - Madison
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<b>Grant Date</b> 08-30-2011	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 10-01-2021	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
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**Site Information:**

<b>Location</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Ground Elevation (meters)</b>	<b>Structure Hgt to Tip (meters)</b>	<b>Antenna Structure Registration No.</b>
4	37-24-34.0 N	084-19-48.0 W	449.6	110.0	1043626

Address: Burdette Rd (105167)

City: WILDIE County: ROCKCASTLE State: KY Construction Deadline:

**Antenna: 2**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315
<b>Antenna Height AAT (meters)</b>	211.200	144.500	148.400	190.800	163.400	170.700	205.900	192.000
<b>Transmitting ERP (watts)</b>	61.200	28.600	3.100	0.200	0.122	0.200	3.900	32.100

**Antenna: 3**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315
<b>Antenna Height AAT (meters)</b>	211.200	144.500	148.400	190.800	163.400	170.700	205.900	192.000
<b>Transmitting ERP (watts)</b>	0.400	0.500	13.000	99.800	198.200	83.200	6.800	0.900

**Antenna: 4**

<b>Maximum Transmitting ERP in Watts:</b> 140.820								
Azimuth(from true north)	0	45	90	135	180	225	270	315
<b>Antenna Height AAT (meters)</b>	211.200	144.500	148.400	190.800	163.400	170.700	205.900	192.000
<b>Transmitting ERP (watts)</b>	6.800	0.900	0.400	0.500	13.000	99.800	198.200	83.200

**Conditions:**

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN965

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
10	37-21-02.1 N	084-19-46.3 W	450.8	77.4	1242832

Address: 208 DAVIS LANE (86925)

City: Mount Vernon County: ROCKCASTLE State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.700	137.500	148.900	151.500	164.200	185.600	160.000	178.000
Transmitting ERP (watts)	122.700	52.400	5.400	0.300	0.245	0.300	8.700	63.000

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.700	137.500	148.900	151.500	164.200	185.600	160.000	178.000
Transmitting ERP (watts)	1.600	18.200	93.100	111.900	26.300	2.500	0.300	0.400

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	193.700	137.500	148.900	151.500	164.200	185.600	160.000	178.000
Transmitting ERP (watts)	1.800	0.400	0.400	6.700	55.500	186.500	141.700	15.300

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
14	37-30-14.0 N	084-19-39.5 W	339.2	110.3	1204267

Address: 151 JIM LAMBERT ROAD (67666)

City: MOUNT VERNON County: ROCKCASTLE State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	132.000	123.500	30.000	52.900	101.900	117.900	108.700	136.400
Transmitting ERP (watts)	74.600	66.500	10.300	0.900	0.149	0.200	2.100	19.600

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	132.000	123.500	30.000	52.900	101.900	117.900	108.700	136.400
Transmitting ERP (watts)	0.500	0.500	11.300	108.100	236.600	118.500	7.800	1.100

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	132.000	123.500	30.000	52.900	101.900	117.900	108.700	136.400
Transmitting ERP (watts)	45.200	1.900	0.433	0.433	2.600	47.700	216.900	210.000



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN965

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	37-06-28.8 N	083-58-14.2 W	429.8	59.7	1251801

Address: 1250 Lick Fork Road (114153)

City: London County: LAUREL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	133.300	116.400	135.500	105.700	114.900	136.800	115.700	116.100
Transmitting ERP (watts)	26.000	16.100	1.700	0.200	0.100	0.200	2.000	16.100

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	133.300	116.400	135.500	105.700	114.900	136.800	115.700	116.100
Transmitting ERP (watts)	1.800	20.600	105.700	127.100	29.900	2.900	0.300	0.400

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	133.300	116.400	135.500	105.700	114.900	136.800	115.700	116.100
Transmitting ERP (watts)	2.100	0.423	0.423	7.600	63.000	211.700	160.900	17.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	37-06-39.3 N	084-02-46.7 W	463.2	30.5	1229456

Address: 102 STONEHENGE DRIVE (37535)

City: LONDON County: LAUREL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	126.500	122.000	126.400	140.600	130.100	134.900	129.600
Transmitting ERP (watts)	70.300	32.900	3.500	0.200	0.140	0.200	4.500	36.900

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	126.500	122.000	126.400	140.600	130.100	134.900	129.600
Transmitting ERP (watts)	4.500	36.900	70.300	32.900	3.500	0.200	0.140	0.200

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	126.500	122.000	126.400	140.600	130.100	134.900	129.600
Transmitting ERP (watts)	0.249	0.300	3.500	32.800	124.700	111.200	17.200	1.500

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN965

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	37-06-03.7 N	084-46-43.5 W	340.2	106.4	1247464

Address: 499 Happy Ridge Road (86919)

City: Nancy County: PULASKI State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.200	126.700	136.700	137.900	142.000	130.800	101.800	102.000
Transmitting ERP (watts)	16.300	10.100	1.100	0.100	0.100	0.100	1.200	10.100

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.200	126.700	136.700	137.900	142.000	130.800	101.800	102.000
Transmitting ERP (watts)	2.800	38.100	190.900	224.300	48.000	2.100	0.500	0.500

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	113.200	126.700	136.700	137.900	142.000	130.800	101.800	102.000
Transmitting ERP (watts)	0.100	0.100	0.100	0.300	1.300	1.700	1.900	0.700

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	37-11-18.1 N	084-08-34.4 W	377.0	75.0	1227530

Address: 233 US 25 North (37533)

City: East Bernstadt County: LAUREL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	109.000	105.900	96.400	83.500	90.300	96.500	101.200	103.800
Transmitting ERP (watts)	116.900	5.400	1.300	0.200	2.000	31.400	227.900	353.200

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	109.000	105.900	96.400	83.500	90.300	96.500	101.200	103.800
Transmitting ERP (watts)	8.800	72.700	203.500	125.800	12.400	1.500	0.407	0.407

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	109.000	105.900	96.400	83.500	90.300	96.500	101.200	103.800
Transmitting ERP (watts)	0.100	0.200	0.400	1.700	2.700	2.800	1.300	0.200

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN965

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	37-14-13.8 N	084-13-43.8 W	369.7	97.5	1201300

Address: Route #1, Box 119V (37534)

City: East Bernstadt County: LAUREL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
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Antenna Height AAT (meters)	110.700	99.200	115.800	90.900	91.900	120.600	111.300	82.000
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Transmitting ERP (watts)	64.700	126.200	53.800	5.500	0.300	0.300	0.300	8.900
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Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
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Antenna Height AAT (meters)	110.700	99.200	115.800	90.900	91.900	120.600	111.300	82.000
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Transmitting ERP (watts)	2.000	31.000	224.800	348.300	115.300	5.300	1.200	0.700
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Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
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Antenna Height AAT (meters)	110.700	99.200	115.800	90.900	91.900	120.600	111.300	82.000
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Transmitting ERP (watts)	147.600	9.500	1.600	0.600	0.600	14.000	128.700	295.600
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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	37-09-08.0 N	084-18-58.5 W	350.8	106.7	1229865

Address: 31 Laddie (37716)

City: Somerset County: PULASKI State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
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Antenna Height AAT (meters)	123.200	125.000	89.000	126.700	144.700	130.600	152.500	128.900
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Transmitting ERP (watts)	11.500	89.000	176.600	74.200	6.100	0.800	0.400	0.400
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Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
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Antenna Height AAT (meters)	123.200	125.000	89.000	126.700	144.700	130.600	152.500	128.900
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Transmitting ERP (watts)	0.400	0.400	11.700	89.800	178.200	74.900	6.100	0.800
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Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
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Antenna Height AAT (meters)	123.200	125.000	89.000	126.700	144.700	130.600	152.500	128.900
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Transmitting ERP (watts)	13.600	1.600	0.331	0.331	5.900	49.200	165.500	125.700
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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN965

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
24	37-08-25.1 N	084-32-06.1 W	427.9	59.4	1279127

Address: 740 Fire Tower Rd (37718)

City: Somerset County: PULASKI State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	167.000	183.000	156.400	168.700	182.300	193.800	178.100	149.400
Transmitting ERP (watts)	52.800	159.300	116.300	17.200	0.800	0.318	0.318	4.000

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	167.000	183.000	156.400	168.700	182.300	193.800	178.100	149.400
Transmitting ERP (watts)	0.300	0.300	2.000	31.300	143.100	142.000	30.400	1.500

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	167.000	183.000	156.400	168.700	182.300	193.800	178.100	149.400
Transmitting ERP (watts)	84.900	4.800	0.600	0.700	1.900	34.400	225.900	292.800

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	37-01-12.7 N	084-34-43.7 W	398.4	77.7	1234225

Address: 1025 Hill Road (39215)

City: Somerset County: PULASKI State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	172.600	159.800	160.600	194.400	199.300	176.400	199.200	183.200
Transmitting ERP (watts)	219.200	70.600	3.800	0.900	0.438	1.300	17.700	131.500

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	172.600	159.800	160.600	194.400	199.300	176.400	199.200	183.200
Transmitting ERP (watts)	0.300	1.700	14.200	43.300	50.200	49.700	10.000	3.300

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	172.600	159.800	160.600	194.400	199.300	176.400	199.200	183.200
Transmitting ERP (watts)	3.200	0.200	0.200	0.400	8.600	56.400	93.500	32.500

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN965

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
26	37-02-20.6 N	084-38-44.1 W	341.4	29.3	

Address: 1399 W HWY 914 (110483)

City: Somerset County: PULASKI State: KY Construction Deadline:

**Antenna: 1**

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	39.000	70.700	66.600	85.100	87.700	103.300	69.700	85.600
Transmitting ERP (watts)	193.600	81.300	6.600	0.900	0.400	0.500	12.700	97.600

**Antenna: 2**

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	39.000	70.700	66.600	85.100	87.700	103.300	69.700	85.600
Transmitting ERP (watts)	2.600	27.000	144.400	181.000	38.100	3.500	0.500	0.600

**Antenna: 3**

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	39.000	70.700	66.600	85.100	87.700	103.300	69.700	85.600
Transmitting ERP (watts)	1.800	0.400	0.400	6.500	53.800	181.000	137.600	14.900

**Control Points:**

Control Pt. No. 3

Address: 500 W. Dove Rd.

City: Southlake County: TARRANT State: TX Telephone Number: (800)264-6620

**Waivers/Conditions:**

NONE

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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WPOI255	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 05-27-2015	<b>Effective Date</b> 03-12-2020	<b>Expiration Date</b> 06-23-2025	<b>Print Date</b>
<b>Market Number</b> MTA026	<b>Channel Block</b>	<b>Sub-Market Designator</b> 19	
<b>Market Name</b> Louisville-Lexington-Evansville			
<b>1st Build-out Date</b> 06-23-2000	<b>2nd Build-out Date</b> 06-23-2005	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

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.

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.

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 license. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

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

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

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

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

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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WPOK659	<b>File Number</b> 0008716070
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 09-12-2019	<b>Effective Date</b> 09-12-2019	<b>Expiration Date</b> 09-29-2029	<b>Print Date</b> 09-13-2019
<b>Market Number</b> BTA423	<b>Channel Block</b>	<b>Sub-Market Designator</b> 1	
<b>Market Name</b> Somerset, KY			
<b>1st Build-out Date</b> 09-29-2004	<b>2nd Build-out Date</b> 09-29-2009	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**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.

**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 in the license. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Channel Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

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

**Call Sign:** WPOK659

**File Number:** 0008716070

**Print Date:** 09-13-2019

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WPXT205	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 06-02-2015	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 06-23-2025	<b>Print Date</b>
<b>Market Number</b> MTA026	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 8	
<b>Market Name</b> Louisville-Lexington-Evansville			
<b>1st Build-out Date</b> 06-23-2000	<b>2nd Build-out Date</b> 06-23-2005	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

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.

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.

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 in the order of issuance. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

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

**Call Sign:** WPXT205

**File Number:**

**Print Date:**

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

Reference Copy

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

**Call Sign:** WPXT205

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

Conditions:

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

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

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

**Call Sign:** WQGD755

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

REFERENCE COPY

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



Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WQUZ670	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 09-26-2014	<b>Effective Date</b> 02-20-2019	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> REA004	<b>Channel Block</b> D	<b>Sub-Market Designator</b> 10	
<b>Market Name</b> Mississippi Valley			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, 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 license version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Service Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.



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

**Call Sign:** WQUZ670

**File Number:**

**Print Date:**

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between Deutsche Telekom AG, VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation and the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), which addresses national security, law enforcement, and public safety issues of the FBI and the DOJ regarding the authority granted by this license. Nothing in the Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IB Docket No. 00-187, FCC 01-142, 16 FCC Rcd 9779, 9853 (2001).

Reference Copy

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQUZ670

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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

FA NUMBER: 15145551 / SITE ID: KYLEX2047

PACE #: MRTNK047957

PROJECT TRACKING #: 10153686

SITE NAME: ROSE HILL ROAD

2552 RUSH BRANCH ROAD

SOMERSET, KY 42501

PULASKI COUNTY

PROPOSED 195' SELF-SUPPORT TOWER



**ZONING DRAWINGS**

**A/E DOCUMENT REVIEW STATUS**

TITLE	SIGNATURE	DATE
UNITI TOWERS PROP:		
UNITI TOWERS CONST. MGR.:		
INTERCONNECT:		
UNITI TOWERS SITE DEV. MGR.:		
PROPERTY OWNER:		
STATUS CODE:		
1	ACCEPTED: WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED	
2	NOT ACCEPTED: RESOLVE COMMENTS AND RESUBMIT	

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

**PROJECT SUMMARY**

SITE NAME: ROSE HILL ROAD  
 SITE NUMBER: FA 15145551  
 TAX MAP PROPERTY ID: 076-6-0-24  
 SITE ADDRESS: 2552 RUSH BRANCH ROAD, SOMERSET, KY 42501

JURISDICTION: PULASKI COUNTY

TOWER OWNER: UNITI TOWERS, 10802 EXECUTIVE CENTER DRIVE, LITTLE ROCK, AR 72211

NAD83  
 LATITUDE: 37.066706' N  
 LONGITUDE: -84.566908' W

APPLICANT: NEW CINGULAR WIRELESS, PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY d/b/o AT&T MOBILITY MEIDINGER TOWER, 462 S/ 4th STREET, SUITE 2400, LOUISVILLE, KY 40202

CO-APPLICANT: N/A  
 OCCUPANCY TYPE: UNMANNED  
 A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

**LOCATION MAP**



**DRAWING INDEX**

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
1-3	SURVEY
C-1	500' RADIUS & ADJOINER'S DRAWING
C-2	OVERALL SITE LAYOUT
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

UNITI TOWERS  
 ROSE HILL ROAD  
 FA# 15145551  
 PACE# MRTNK047957  
 PT# 10153686  
 2552 RUSH BRANCH ROAD  
 SOMERSET, KY 42501  
 PULASKI COUNTY  
 PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO: C0137339  
 CHECKED BY: DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	08/25/20	DLS	REVIEW
B	10/15/20	MAS	REVIEW
0	10/23/20	MAS	SUBMITTAL

B&T ENGINEERING, INC.  
 E-1403  
 Expires 12/31/20



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

TITLE SHEET

SHEET NUMBER:  
**T-1**

**DESIGN INFORMATION**

A&E FIRM: B+T GROUP, 1717 S. BOULDER, SUITE 300, TULSA, OK 74119, MIKE A. SPEEDIE, PE, (918) 587-4630

SURVEYOR: POINT TO POINT, 100 GOVERNORS TRACE, STE #103, PEACHTREE CITY, GA 30269, PH. (678) 565-4440

ELECTRIC: SOUTH KENTUCKY RECC PROVIDER: 606-678-4121

TELCO: WINDSTREAM PROVIDER: XXX-XXX-XXXX

**DRIVING DIRECTIONS**

DEPART 100 N MAIN ST, SOMERSET, KY 42501 [100 N MAIN ST, SOMERSET, KY 42501] ON KY-1247 [N MAIN ST] (SOUTH) 54 YDS  
 KEEP STRAIGHT ONTO KY-1247 [KY-80 BRANCH] 65 YDS  
 TURN LEFT (EAST) ONTO KY-80 BRANCH [E HIGHWAY 80] 65 YDS  
 TURN RIGHT (EAST) ONTO KY-80 BRANCH [E MT VERNON ST] 0.6 MI  
 TURN RIGHT (SOUTH) ONTO KY-769 [JARVIS AVE] 1.1 MI  
 KEEP STRAIGHT ONTO KY-769 [RUSH BRANCH RD] 1.3 MI  
 KEEP STRAIGHT ONTO KY-769 [HIGHWAY 769 LOOP] 0.12 MI  
 ARRIVE AT SITE; SOMERSET, KY 42501

**CODE COMPLIANCE**

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

CODE TYPE	CODE
BUILDING/DWELLING	IBC 2015
STRUCTURAL	IBC 2015
MECHANICAL	IMC 2015
ELECTRICAL	NEC 2017

**PROJECT DESCRIPTION**

THE PROPOSED PROJECT INCLUDES:

- CONSTRUCT (1) NEW 195' SELF-SUPPORT TOWER
- CONSTRUCT FENCED GRAVEL UTILITY COMPOUND WITH LOCKING ACCESS GATE, 80' x 80' WITHIN 100' x 100' LEASE AREA.
- INSTALL (1) H-FRAME W/ UTILITY EQUIPMENT.
- INSTALL NEW POWER & TELCO UTILITY SERVICES.
- CONSTRUCT 12' WIDE GRAVEL ACCESS ROAD

**DO NOT SCALE DRAWINGS**

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

**CALL KENTUCKY ONE CALL**  
 (800) 752-6007  
 CALL 3 WORKING DAYS BEFORE YOU DIG!

**GPS NOTES**

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.02 FEET (HORZ) 0.10 FEET (VERT)  
 TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY  
 TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE  
 DATES OF SURVEY: 01-14-2020  
 DATUM / EPOCH: NAD\_83(2011)EPOCH:2010.0000  
 PUBLISHED / FIXED CONTROL USE: N/A  
 GEOID MODEL: 18  
 COMBINED GRID FACTOR(S): 0.99996567 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.  
 CONVERGENCE ANGLE: 00°4'33.31"



**VICINITY MAP**  
NOT TO SCALE

**GENERAL NOTES**

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

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

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

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. (DATE OF LAST FIELD VISIT: 01-14-2020)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

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

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 21199C0304C DATED: 07/22/2010.

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

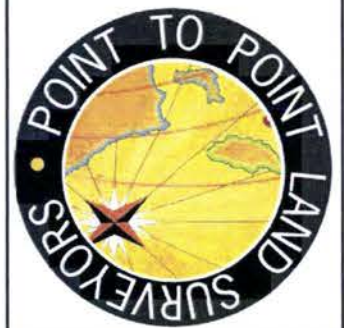
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

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

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

NO.	DATE	REVISION
1	01-27-2020	ADDED TITLE - AKG

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



SPECIFIC PURPOSE SURVEY PREPARED FOR:

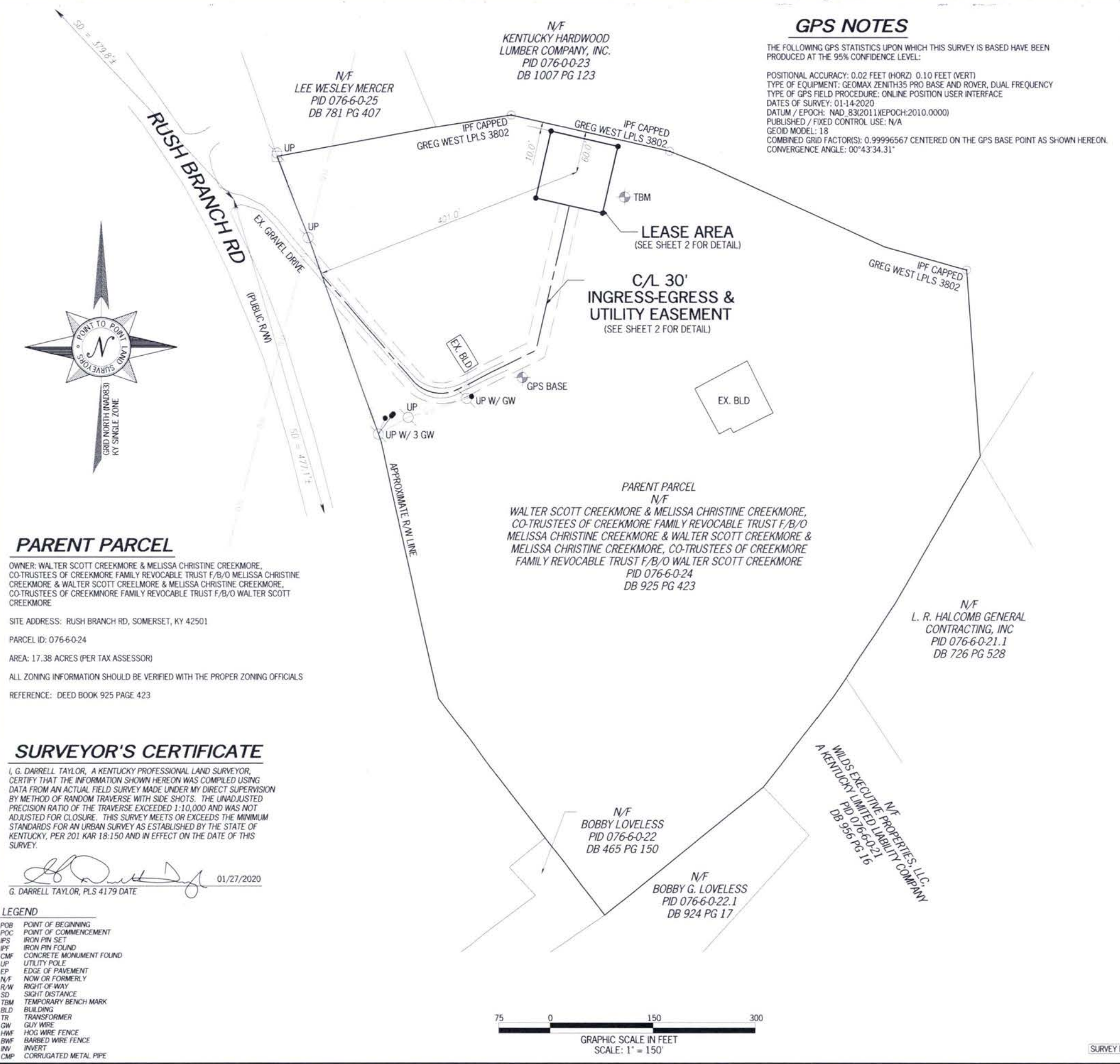


ROSE HILL ROAD  
 SITE NO. KYLEX2047  
 PULASKI COUNTY, KENTUCKY

DRAWN BY: AKG	SHEET:
CHECKED BY: JKL	<b>1</b>
APPROVED: D. MILLER	OF 3
DATE: JANUARY 22, 2020	
P2P JOB #: 200035KY	



SURVEY NOT VALID WITHOUT SHEET 2 & 3 OF 3



**PARENT PARCEL**

OWNER: WALTER SCOTT CREEKMORE & MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE & WALTER SCOTT CREEKMORE & MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE

SITE ADDRESS: RUSH BRANCH RD, SOMERSET, KY 42501

PARCEL ID: 076-6-0-24

AREA: 17.38 ACRES (PER TAX ASSESSOR)

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

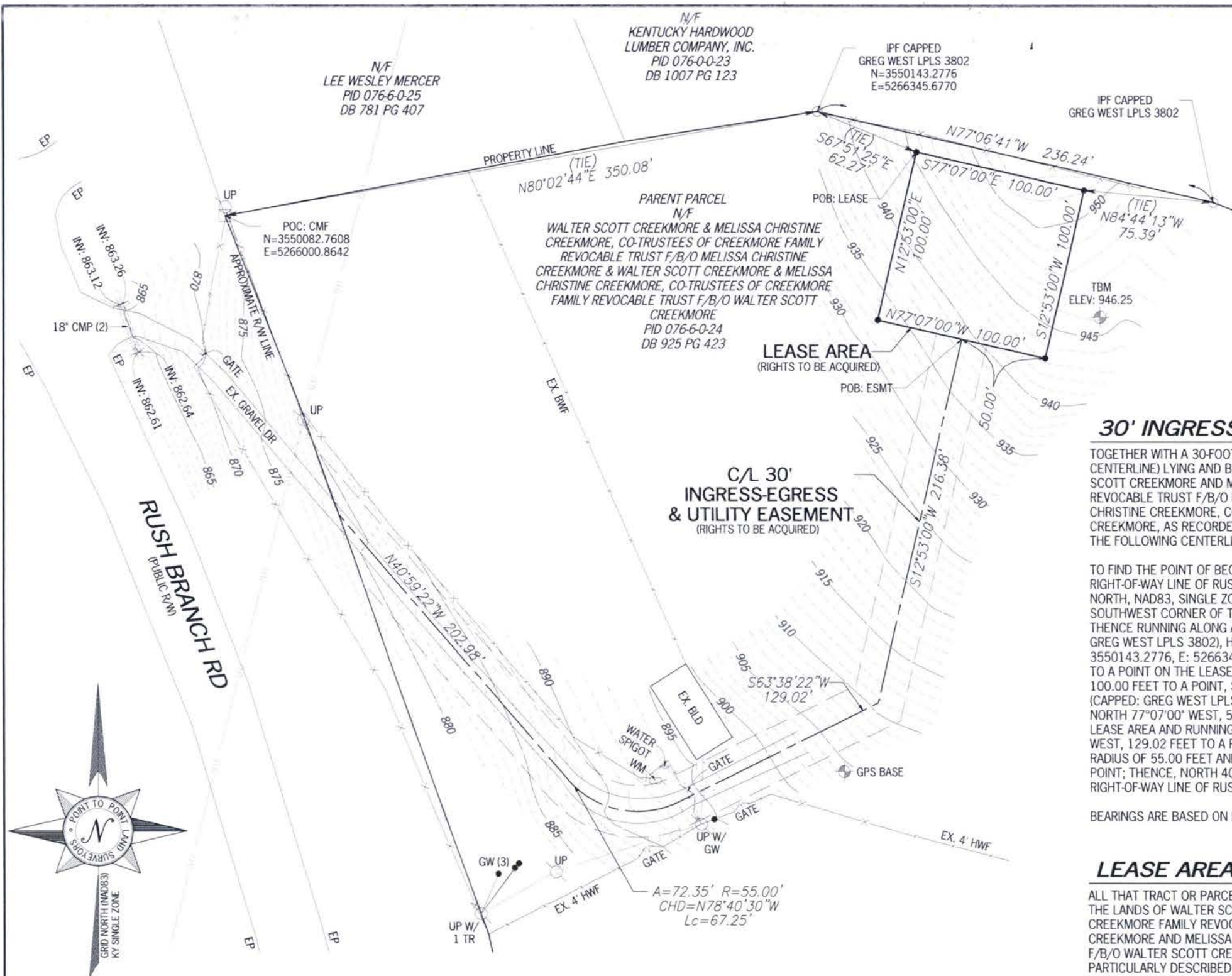
REFERENCE: DEED BOOK 925 PAGE 423

**SURVEYOR'S CERTIFICATE**

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

*G. Darrell Taylor* 01/27/2020  
 G. DARRELL TAYLOR, PLS 4179 DATE

- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - IPS IRON PIN SET
  - IPF IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - EP EDGE OF PAVEMENT
  - N/F NOW OR FORMERLY
  - R/W RIGHT-OF-WAY
  - SD SIGHT DISTANCE
  - TBM TEMPORARY BENCH MARK
  - BLD BUILDING
  - TR TRANSFORMER
  - GW GUY WIRE
  - HWF HOG WIRE FENCE
  - BWF BARBED WIRE FENCE
  - INV INVERT
  - CMP CORRUGATED METAL PIPE



**SITE INFORMATION**

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)  
 LATITUDE = 37°04'00.14" (NAD 83) (37.066706°)  
 LONGITUDE = 84°34'00.87" (NAD 83) (84.566908°)  
 AT CENTER OF LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 948.8' A.M.S.L.

**30' INGRESS-EGRESS & UTILITY EASEMENT**

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (LYING 15 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN PULASKI COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE, AS RECORDED IN DEED BOOK 925, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE EASTERLY RIGHT-OF-WAY LINE OF RUSH BRANCH ROAD, SAID CONCRETE MONUMENT FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550082.7608, E: 5266000.8642 AND MARKING THE SOUTHWEST CORNER OF THE LANDS OF LEE WESLEY MERCER, AS RECORDED IN DEED BOOK 781 PAGE 407; THENCE RUNNING ALONG A TIE LINE, NORTH 80°02'44" EAST, 350.08 FEET TO A REBAR FOUND (CAPPED: GREG WEST LPLS 3802), HAVING KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550143.2776, E: 5266345.6770; THENCE RUNNING ALONG A TIE LINE, SOUTH 67°51'25" EAST, 62.27 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, SOUTH 77°07'00" EAST, 100.00 FEET TO A POINT, SAID POINT BEING NORTH 84°44'13" WEST, 75.39 FEET FROM A REBAR FOUND (CAPPED: GREG WEST LPLS 3802); THENCE, SOUTH 12°53'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°07'00" WEST, 50.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA AND RUNNING, SOUTH 12°53'00" WEST, 216.38 FEET TO A POINT; THENCE, SOUTH 63°38'22" WEST, 129.02 FEET TO A POINT; THENCE, 72.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 78°40'30" WEST, 67.25 FEET TO A POINT; THENCE, NORTH 40°59'22" WEST, 202.98 FEET TO THE ENDING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RUSH BRANCH ROAD.

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

**LEASE AREA**

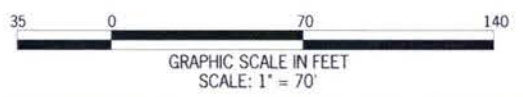
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PULASKI COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE, AS RECORDED IN DEED BOOK 925, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE EASTERLY RIGHT-OF-WAY LINE OF RUSH BRANCH ROAD, SAID CONCRETE MONUMENT FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550082.7608, E: 5266000.8642 AND MARKING THE SOUTHWEST CORNER OF THE LANDS OF LEE WESLEY MERCER, AS RECORDED IN DEED BOOK 781 PAGE 407; THENCE RUNNING ALONG A TIE LINE, NORTH 80°02'44" EAST, 350.08 FEET TO A REBAR FOUND (CAPPED: GREG WEST LPLS 3802), HAVING KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550143.2776, E: 5266345.6770; THENCE RUNNING ALONG A TIE LINE, SOUTH 67°51'25" EAST, 62.27 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 77°07'00" EAST, 100.00 FEET TO A POINT, SAID POINT BEING NORTH 84°44'13" WEST, 75.39 FEET FROM A REBAR FOUND (CAPPED: GREG WEST LPLS 3802); THENCE, SOUTH 12°53'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°07'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 12°53'00" EAST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

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

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

- LEGEND**
- POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - IPS IRON PIN SET
  - IPF IRON PIN FOUND
  - CMF CONCRETE MONUMENT FOUND
  - UP UTILITY POLE
  - EP EDGE OF PAVEMENT
  - N/F NOW OR FORMERLY
  - R/W RIGHT-OF-WAY
  - SD SIGHT DISTANCE
  - TBM TEMPORARY BENCH MARK
  - BLD BUILDING
  - TR TRANSFORMER
  - GW GUY WIRE
  - HWF HOG WIRE FENCE
  - BWF BARBED WIRE FENCE
  - INV INVERT
  - CMP CORRUGATED METAL PIPE



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

NO.	DATE	REVISION
1	01-27-2020	ADDED TITLE - AKG

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



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**ROSE HILL ROAD**  
**SITE NO. KYLEX2047**  
 PULASKI COUNTY, KENTUCKY

DRAWN BY: AKG	SHEET:
CHECKED BY: JKL	<b>2</b>
APPROVED: D. MILLER	
DATE: JANUARY 22, 2020	
P2P JOB #: 200035KY	OF 3

SURVEY NOT VALID WITHOUT SHEET 1 & 3 OF 3

E:\Unadbox\Point To Point\2020\200035KY\KYLEX2047 Rose Hill Road\200035KY.dwg

# LEGAL DESCRIPTION SHEET

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

NO.	DATE	REVISION
1	01-27-2020	ADDED TITLE - AKG

## TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ISSUE DATE OF JANUARY 20, 2020, BEING ORDER NO. 30677691, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

2. EASEMENT RESERVED IN DEED RECORDED ON JANUARY 23, 2015 IN DEED BOOK 925, PAGE 423.

(THIS ITEM AFFECTS THE PARENT PARCEL BUT DOES NOT CONTAIN A PLOTTABLE DESCRIPTION)

## PARENT PARCEL

(AS PROVIDED IN TITLE ORDER NO. 30677691)

PROPERTY LOCATED IN PULASKI COUNTY, KENTUCKY

BEGINNING ON A BEECH AND SUGAR TREE; THENCE S. E. WITH THE OLD COAL BANK ROAD TO A BEECH; THENCE S. E. TO A LARGE BLACKED WHITE OAK; THENCE S. E. TO A HICKORY; THENCE N. E. TO THREE WALNUTS; THENCE N. E. TO A STONE IN G. H. WADDLE'S LINE TO A WHITE OAK; THENCE S. W. 22 POLES TO A STONE; ABOUT HALF WAY BETWEEN THE SAID COLYER'S BARN AND G. H. WADDLE'S DWELLING HOUSE; THENCE S. E. TO THE BEGINNING, CONTAINING 24 ACRES BE THE SAME MORE OR LESS. THERE IS EXCEPTED FROM THE FOREGOING PROPERTY AND RETAINED HEREIN BY THE PARTY OF THE FIRST PART, THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

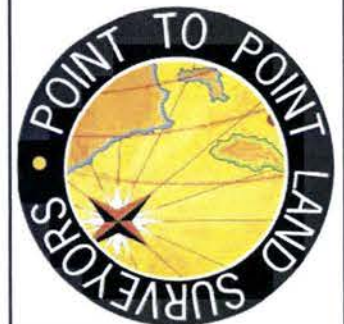
BEGINNING AT THE ROSE ROAD INTERSECTION AND THE RUSH BRANCH ROAD (KY. 769); THENCE IN A S. W. DIRECTION ALONG ROSE ROAD 500 MORE OR LESS TO AN IRON PIN IN SOUTH RIGHT OF WAY OF ROSE ROAD, AND CENTER OF FARM LANE; THENCE S 37 DEGREES 35' 30" E 460.75 FEET TO AN IRON PIN; SAID MENTION LINE HAVING ROADWAY SIX FEET EACH SIDE FOR EGRESS TO PROPERTY; THENCE S 66 DEGREES 04' 45" W 6.45' TO AN IRON PIN; CORNER OF THIS SURVEY; THENCE N 38 DEGREES 00' W 162.22 FEET TO AN IRON PIN; CORNER OF SURVEY; THENCE S 66 DEGREES 02' 30" W 74.22 FEET TO AN IRON PIN; THENCE S 15 DEGREES 32' 00" E 159.00 FEET TO AN IRON PIN; THENCE N 66 DEGREES 04' 45" E 136.88 FEET TO AN IRON PIN AND PLACE OF BEGINNING; CONTAINING 0.46 ACRES BY ACTUAL SURVEY; SURVEYED BY J. D. STIGALL, JANUARY 17, 1987 LS 1185.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF WAY FOR INGRESS AND EGRESS AND ROAD MAINTENANCE AS SET FORTH IN DEED RECORDED JANUARY 23, 2015 IN DEED BOOK 0925, PAGE 423.

AND BEING THE SAME PROPERTY CONVEYED TO WALTER CREEKMORE FROM LOIS HUGHES, AN UNMARRIED WIDOW BY DEED DATED FEBRUARY 11, 1987 AND RECORDED FEBRUARY 12, 1987 IN DEED BOOK 455, PAGE 407; FURTHER CONVEYED TO CREEKMORE FAMILY REVOCABLE TRUST, BY AND THROUGH ITS TRUSTEES, WALTER N. CREEKMORE AND MARY ROSE CREEKMORE FROM WALTER CREEKMORE AND MARY CREEKMORE BY DEED OF CONVEYANCE DATED APRIL 7, 2011 AND RECORDED APRIL 7, 2011 IN DEED BOOK 0868, PAGE 259; AND FURTHER CONVEYED TO WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE, AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE FROM WALTER CREEKMORE AND MELISSA CHRISTINE CREEKMORE, SUCCESSOR CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST DATED FEBRUARY 16, 2011 BY DEED OF CONVEYANCE DATED DECEMBER 15, 2014 AND RECORDED JANUARY 23, 2015 IN DEED BOOK 0925, PAGE 423.

TAX PARCEL NO. 076-6-0-2

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



SPECIFIC PURPOSE SURVEY PREPARED FOR:



**ROSE HILL ROAD**

**SITE NO.  
KYLEX2047**

PULASKI COUNTY, KENTUCKY

DRAWN BY: AKG

CHECKED BY: JKL

APPROVED: D. MILLER

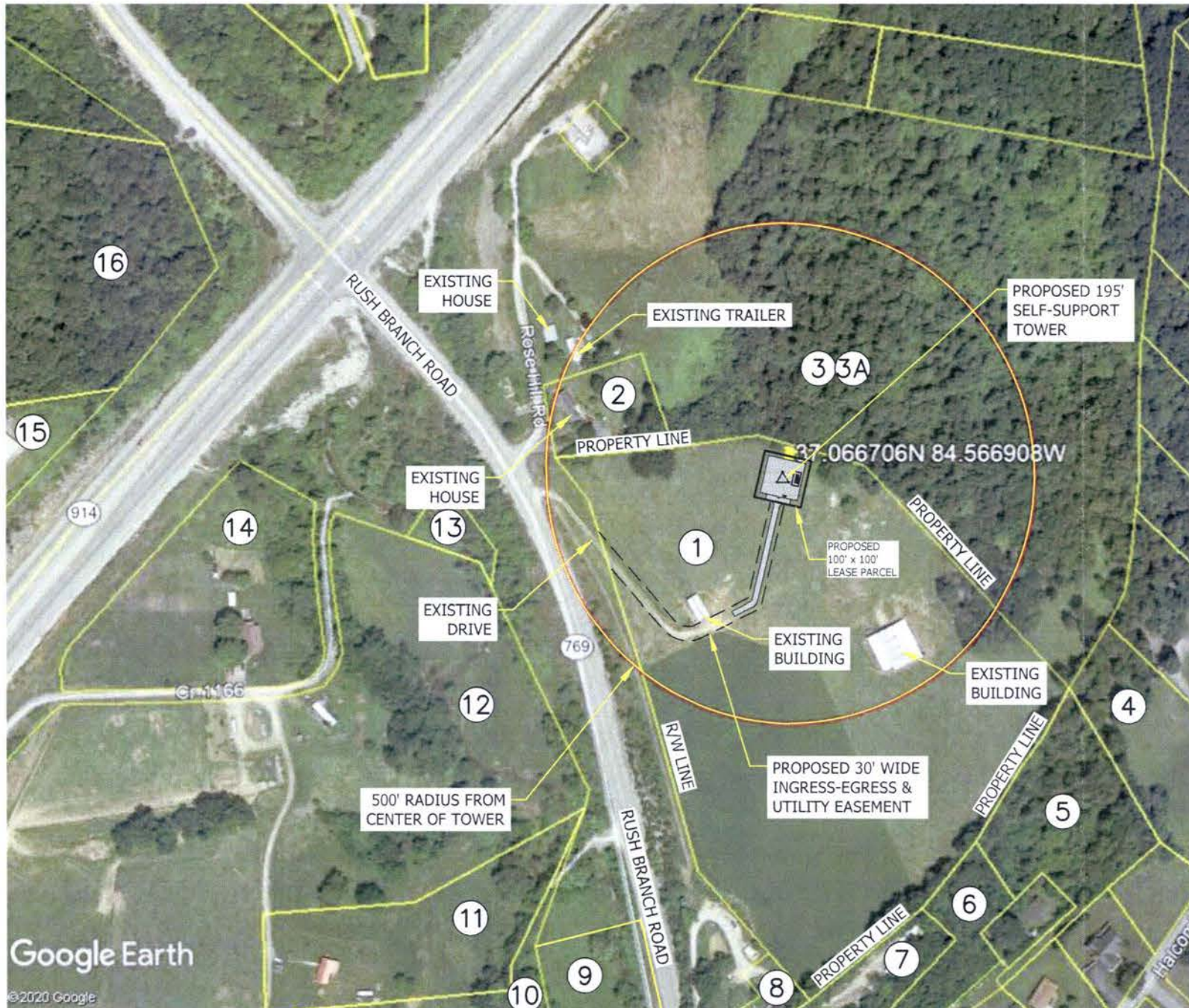
DATE: JANUARY 22, 2020

P2P JOB #: 200035KY

SHEET:

**3**

OF 3



Google Earth

©2020 Google

#	OWNER	ADDRESS	PID	REF
1	CREEKMORE FAMILY REV TR FBO MELISSA & WALTER CREEKMORE	1654 RUSH BRANCH ROAD SOMERSET, KY 42501	076-6-0-24	DB 925 PG 423
2	WESLEY LEE MERCER	20 ROSE HILL ROAD SOMERSET, KY 42501	076-6-0-25	DB 781 PG 407
3	KENTUCKY HARDWOOD LUMBER COMPANY INC.	P.O. BOX 983 SOMERSET, KY 42502	076-0-0-23	DB 1007 PG 123
3A	GLENDAY HAYNES	36 ROSE HILL RD SOMERSET, KY 42501	076-0-0-23MH01	DB 999 PG 001
4	JACK & DENETTA CORNETT	320 HALCOMB DRIVE SOMERSET, KY 42501	076-0-0-14.8	DB 767 PG 509
5	HALCOMB L R GENERAL CONTRACTING INC	652 PRATHER DRIVE NANCY, KY 42544	076-6-0-21.1	DB 726 PG 528
6	WILDS EXECUTIVE PROPERTIES LLC	3311 S HWY 27 STE 9 SOMERSET, KY 42501	076-6-0-21	DB 956 PG 016
7	BOBBY G. LOVELESS	2770 RUSH BRANCH ROAD SOMERSET, KY 42501	076-6-0-22.1	DB 924 PG 017
8	BOBBY & MARY LOVELESS	1116 CLAY HILL ROAD SOMERSET, KY 42502	076-6-0-22	DB 465 PG 150
9	BOBBY & MARY LOVELESS	2770 RUSH BRANCH RD SOMERSET, KY 42502	077-4-0-02	DB 497 PG 360
10	BILLY JR & SARAH DENHAM	1116 CLAY HILL ROAD SOMERSET, KY 42501	077-4-0-02.1	DB 912 PG 146
11	AARON & LASANDA DENHAM	1354 HALL RIDGE RD SCIENCE HILL, KY 42553	077-4-0-02.2	DB 969 PG 688
12	AARON & LASHANDA DENHAM	1354 HALL RIDGE RD SCIENCE HILL, KY 42553	077-0-0-08	DB 981 PG 139
13	ROY HAROLD & DRUCILLA J DENHAM	7814 GRAND CASCADE DR LOUISVILLE, KY 40228	076-6-0-19	DB 514 PG 589
14	KENNETH F & CAROLYN DENHAM	255 K AND D FARM RD SOMERSET, KY 42503	076-6-0-16	DB 453 PG 298
15	THOMAS RENTALS OF SOMERSET LLC	20 N FRANK DENHAM RD SOMERSET, KY 42501	076-6-0-17	DB 928 PG 028
16	CHARLES ROBERT HILL JR	245 SAMPSON LN BARBOURVILLE, KY 40906	076-6-0-16.5	DB 956 PG 447

NOTE:

1. PVA INFORMATION WAS OBTAINED ON 10/14/2020 FROM THE OFFICIAL RECORDS OF THE COUNTY'S PROPERTY VALUATION ADMINISTRATOR.
2. THIS MAP IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



UNIT TOWERS  
**ROSE HILL ROAD**  
 FA# 15145551  
 PACE# MRTNK047957  
 PT# 10153686  
 2552 RUSH BRANCH ROAD  
 SOMERSET, KY 42501  
 PULASKI COUNTY  
 PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO: G0137339  
 CHECKED BY: DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	08/25/20	DLS	REVIEW
B	10/15/20	MAS	REVIEW
0	10/23/20	MAS	SUBMITTAL

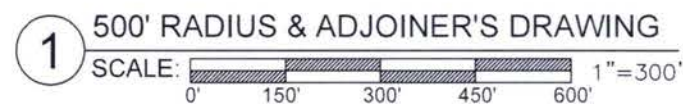
B&T ENGINEERING, INC.  
 E-1403  
 Expires 12/31/20



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

500' RADIUS & ADJOINER'S DRAWING

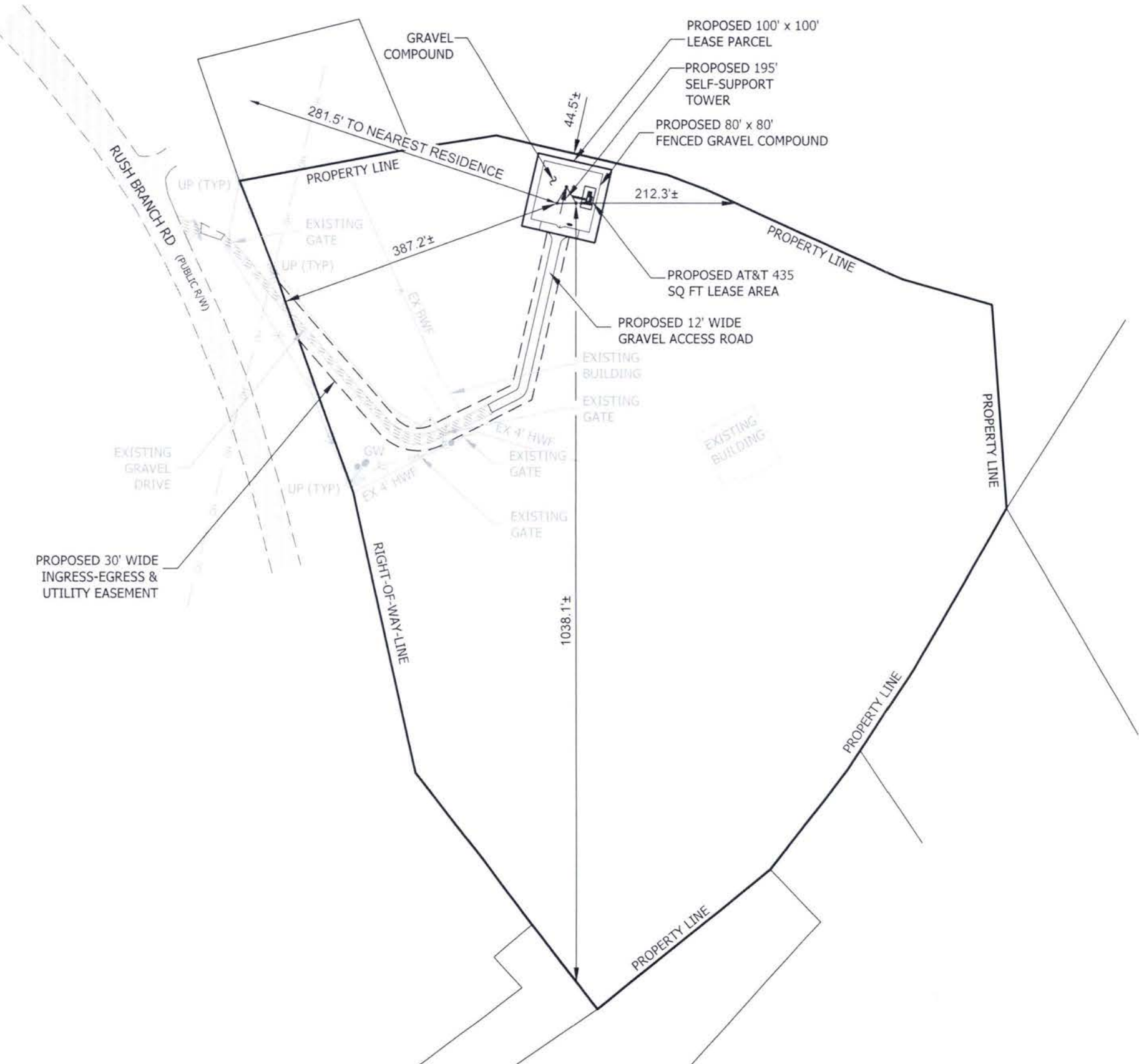
SHEET NUMBER:  
**C-1**



CALL KENTUCKY ONE CALL  
 (800) 752-6007  
 CALL 3 WORKING DAYS  
 BEFORE YOU DIG!







**NOTES:**

1. TOWER LATITUDE, LONGITUDE & ELEVATION MEET FAA"1-A" ACCURACY REQUIREMENTS.

2. CENTER OF TOWER:

LATITUDE: NORTH 37°04'00.14" (37.066706) NAD 83  
 LONGITUDE: WEST -84°34'00.87" (-84.566908) NAD 83  
 GROUND ELEVATION @ 948.8' A.M.S.L. NAVD 88

3. THE APPROXIMATE PERPENDICULAR DISTANCES FROM THE OUTER EDGE OF THE PROPOSED TOWER TO PARENT TRACT NEAREST PROPERTY LINE ARE AS FOLLOWS:

EAST:	212.3'±
SOUTHWEST:	387.2'±
SOUTH:	1038.1'±
NORTHEAST:	44.5'±



UNIT TOWERS  
**ROSE HILL ROAD**  
 FA# 15145551  
 PACE# MINTNK047957  
 PT# 10153686  
 2552 RUSH BRANCH ROAD  
 SOMERSET, KY 42501  
 PULASKI COUNTY  
 PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO: C0137339  
 CHECKED BY: DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
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0	10/23/20	MAS	SUBMITTAL

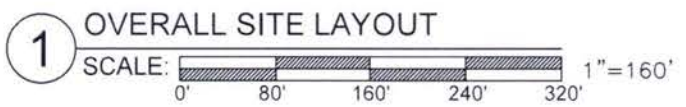
B&T ENGINEERING, INC.  
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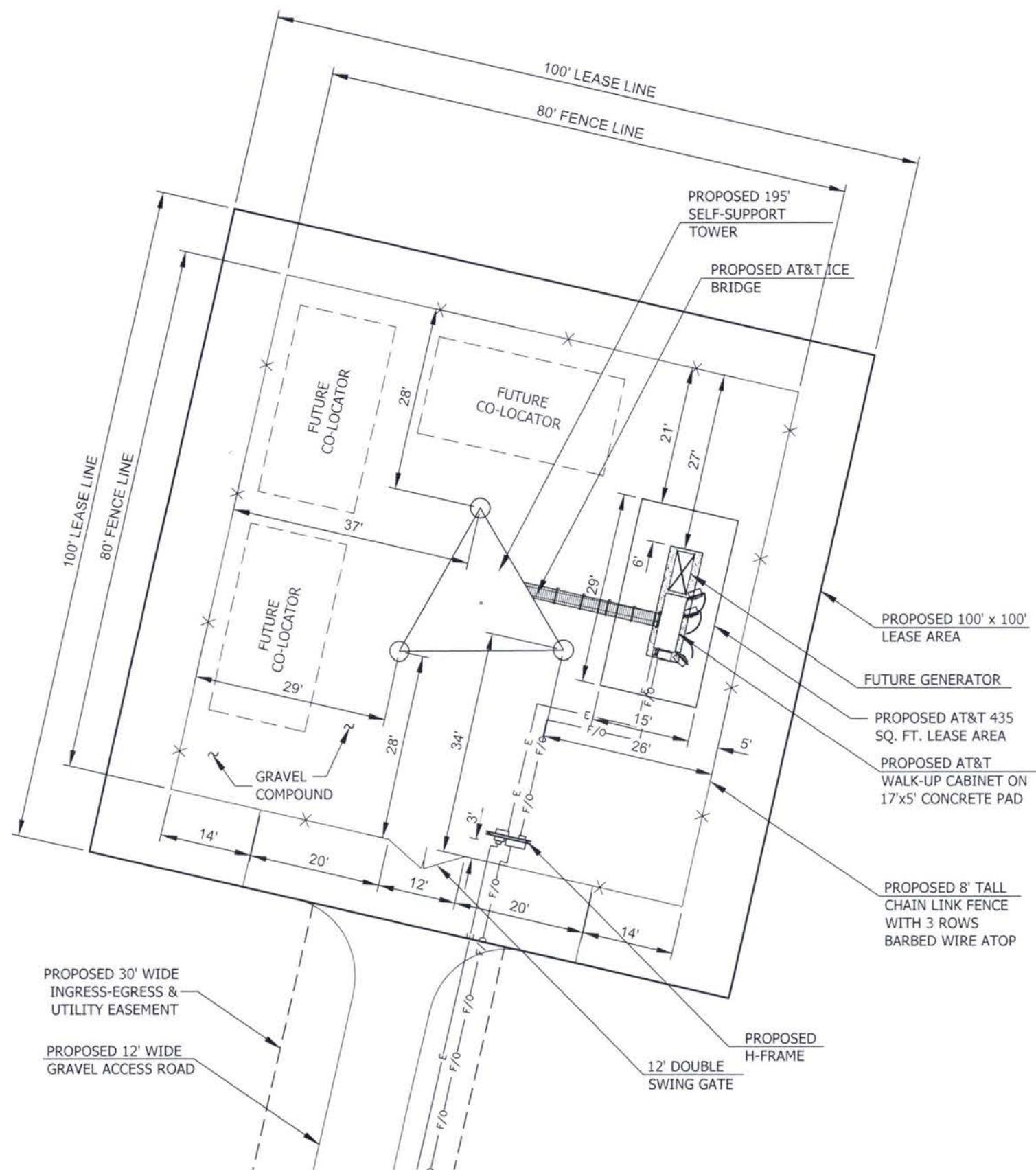
**OVERALL SITE LAYOUT**

SHEET NUMBER:  
**C-2**



CALL KENTUCKY ONE CALL  
 (800) 752-6007  
 CALL 3 WORKING DAYS  
 BEFORE YOU DIG!





1 ENLARGED COMPOUND LAYOUT  
SCALE: 1"=20'



CALL KENTUCKY ONE CALL  
(800) 752-6007  
CALL 3 WORKING DAYS  
BEFORE YOU DIG!



UNIT TOWERS  
**ROSE HILL ROAD**  
FA# 15145551  
PACE# MRTNK047957  
PT# 10153686  
2552 RUSH BRANCH ROAD  
SOMERSET, KY 42501  
PULASKI COUNTY  
PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO: G0137339  
CHECKED BY: DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	08/25/20	DLS	REVIEW
B	10/15/20	MAS	REVIEW
0	10/23/20	MAS	SUBMITTAL

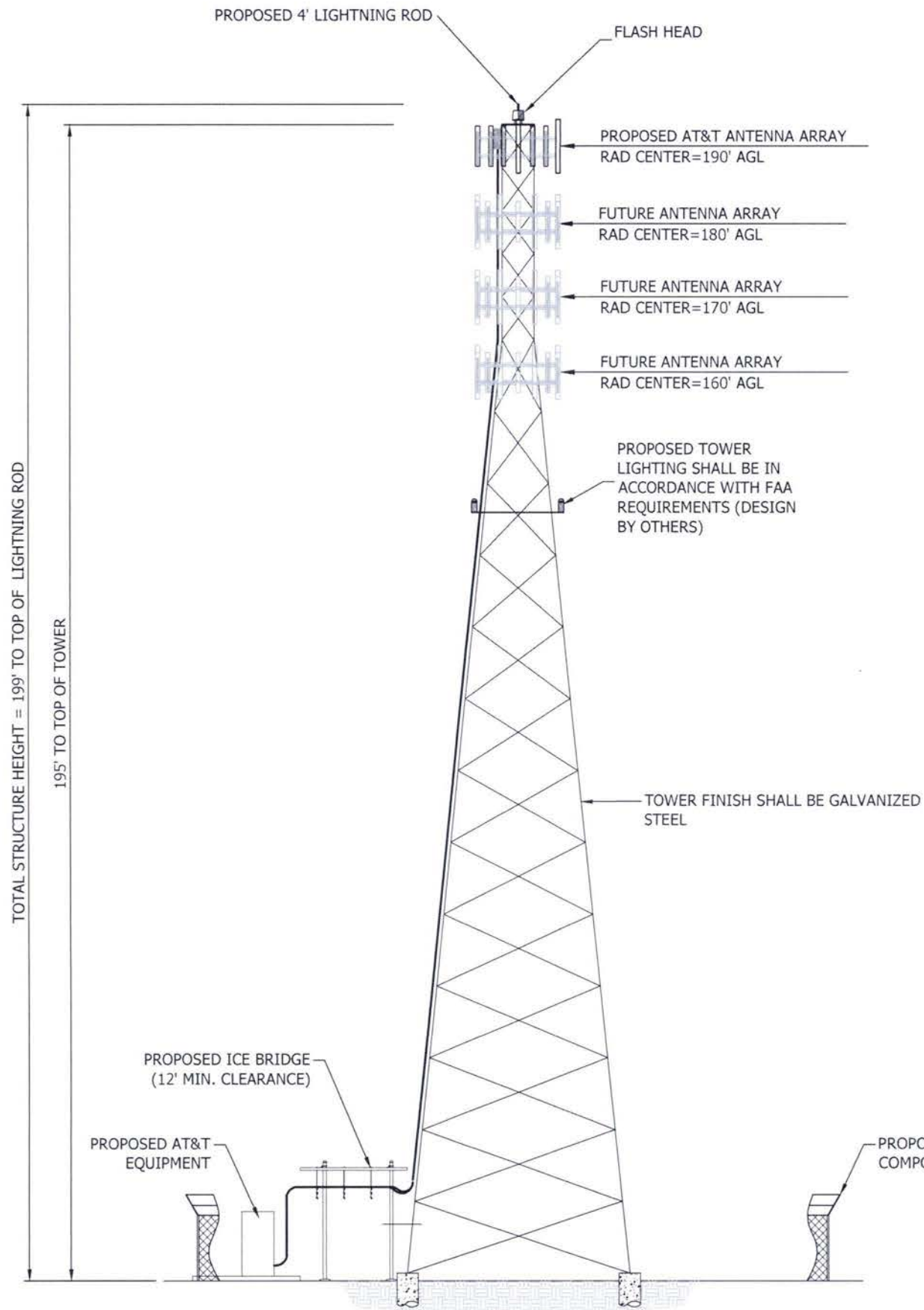
B&T ENGINEERING, INC.  
E-1403  
Expires 12/31/20



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ENLARGED  
COMPOUND  
LAYOUT

SHEET NUMBER:  
**C-3**



**STRUCTURAL ANALYSIS NOTES:**

1. ANTENNA PLACEMENT WAS DETERMINED WITHOUT VERIFICATION OF STRUCTURAL ANALYSIS.
2. REFER TO STRUCTURAL ANALYSIS OR STRUCTURAL LETTER FOR APPROVAL OF ADDITIONAL NEW APPURTENANCES.

**1** PROPOSED TOWER ELEVATION  
SCALE: N.T.S.



UNIT TOWERS  
ROSE HILL ROAD  
FA# 15145551  
PAGE# MRTNKO47957  
PI# 10153686  
2552 RUSH BRANCH ROAD  
SOMERSET, KY 42501  
PULASKI COUNTY  
PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO: G0137339  
CHECKED BY: DLS

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	08/25/20	DLS	REVIEW
B	10/15/20	MAS	REVIEW
0	10/23/20	MAS	SUBMITTAL

B&T ENGINEERING, INC.  
E-1403  
Expires 12/31/20



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TOWER ELEVATION

SHEET NUMBER:  
**C-4**

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



July 20, 2020

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

RE: Site Name – Elihu Relo  
Proposed Cell Tower  
37.0667060 North Latitude, 84.5669080 West Longitude

Dear Commissioners:

The Construction Manager for the proposed new communications facility will be Jeremy Culpepper. His contact information is (985) 707-6175 or [Jeremy.Culpepper@uniti.com](mailto:Jeremy.Culpepper@uniti.com). Jeremy has been in the industry completing civil construction and constructing towers since 1998. He has worked at Uniti Towers LLC since 2018 completing project and construction management on new site build projects.

Thank you,

**Jeremy Culpepper**  
Construction Manager – Tennessee/Kentucky Market  
Uniti Towers LLC  
(985) 707-6175

Digitally signed by Jeremy  
Culpepper  
Date: 2020.07.20 11:11:08 -05'00'



**Structural Design Report**  
195' S3TL Series HD1 Self-Supporting Tower  
Site: Rose Hill, KY  
Site Number: 15145551

Prepared for: UNITI TOWERS/CS&L  
by: Sabre Industries™

Job Number: 21-2655-JAC

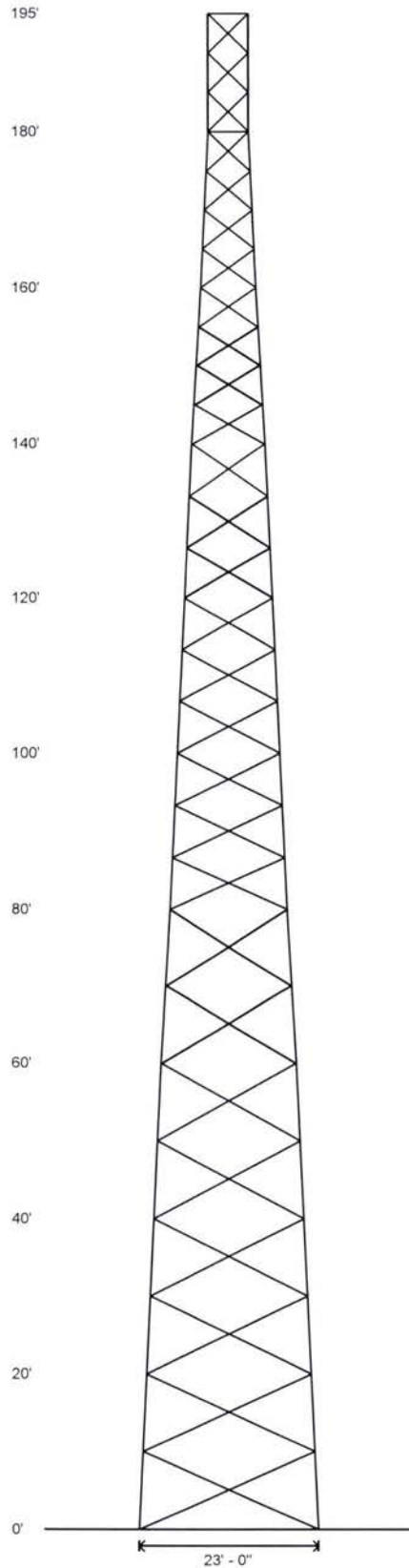
**October 19, 2020**

Tower Profile.....	1
Foundation Design Summary (Option 1).....	2
Foundation Design Summary (Option 2).....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-21



Digitally Signed By Robert Beacom  
DN: c=US, st=Texas, l=Alvarado, o=SABRE INDUSTRIES, INC., cn=Robert Beacom, email=rebeacom@sabreindustries.com Date: 2020.10.21 08:21:57

Legs	8.625 OD X .322	5.563 OD X .375	4.500 OD X .337	4.000 OD X .318	3.500 OD X .216	A
Diagonals	L 4 X 4 X 1/4	L 3 1/2 X 3 1/2 X 1/4	L 2 1/2 X 2 1/2 X 3/16	L 2 X 2 X 1/8	L 2 X 2 X 1/8	B
Horizontals	(1) 3/4"	NONE	NONE	NONE	NONE	B
Brace Bolts	(1) 3/4"	13"	9"	7"	5"	(1) 5/8"
Top Face Width	21'	15'	11'	9"	5"	11 @ 5'
Panel Count/Height	8 @ 10'	8 @ 10'	9 @ 6.6667'	1878	1460	1062
Section Weight	3730	2931	2309	2587	1460	565



### Designed Appurtenance Loading

Elev	Description	Tx-Line
190		(6) 1 1/2"
190	(1) 40,000 sq. in. antenna loading (at top)	(9) 1 5/8"
178		(6) 1 1/2"
178	(1) 30,000 sq. in. antenna loading (below top)	(9) 1 5/8"
166		(6) 1 1/2"
166	(1) 30,000 sq. in. antenna loading (below top)	(9) 1 5/8"
154	(2) Leg Dish Mount	
154	(2) 6' Solid Dish W/ Radome	(2) 1 5/8"
142	(2) Leg Dish Mount	
142	(2) 6' Solid Dish W/ Radome	(2) 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	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	950 ft

### Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	51.6	Shear (kips)	31.59
Axial (kips)	132.31	Compression (kips)	342
Moment (ft-kips)	6439	Uplift (kips)	299
Torsion (ft-kips)	17.72		

### Material List

Display	Value
A	2.375 OD X .154
B	L 2 X 2 X 1/8

### Notes

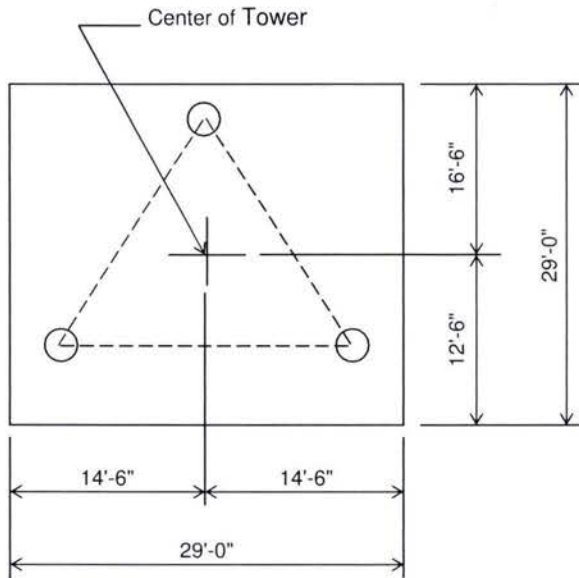
- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true 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: 99.77%

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

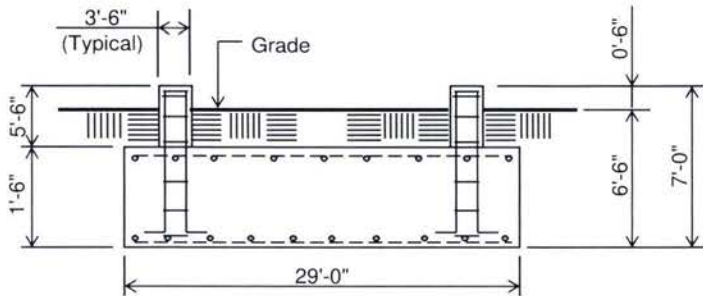
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Job: **21-2655-JAC**  
 Customer: **UNITI TOWERS/CS&L**  
 Site Name: **Rose Hill, KY 15145551**  
 Description: **195' S3TL**  
 Date: **2020.10.19** By: **DJH**

**Customer: UNITI TOWERS/CS&L**  
**Site: Rose Hill, KY 1514551**  
195 ft. Model S3TL Series HD1 Self Supporting Tower



**PLAN VIEW**



**ELEVATION VIEW**

(52.6 cu. yds.)  
(1 REQD.; NOT TO SCALE)

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

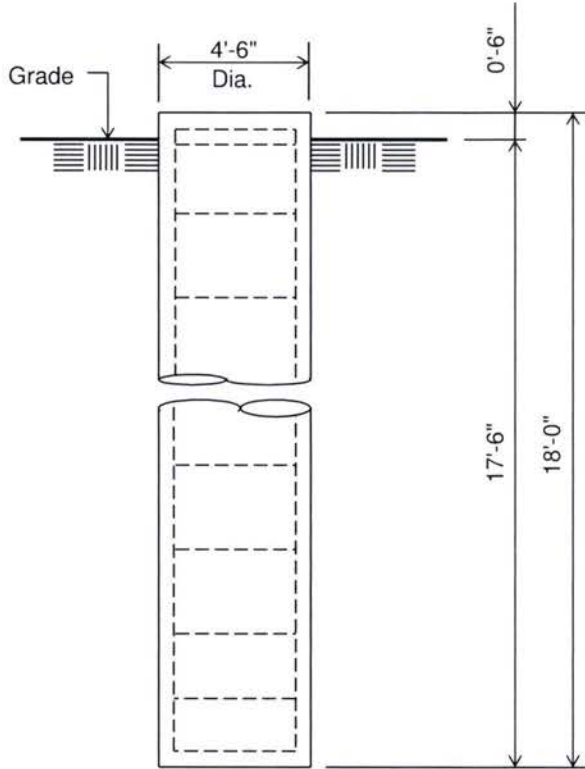
**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Delta Oaks Group; project# GEO20-07078-08 Revision 0; dated October 5, 2020.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 5' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
<b>Pier</b>	(18) #7 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
<b>Mat</b>	(47) #8 horizontal rebar evenly spaced each way top and bottom. (188 total)
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5" max. projection above concrete.	



**Customer: UNITI TOWERS/CS&L**  
**Site: Rose Hill, KY 15145551**  
195 ft. Model S3TL Series HD1 Self Supporting Tower



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

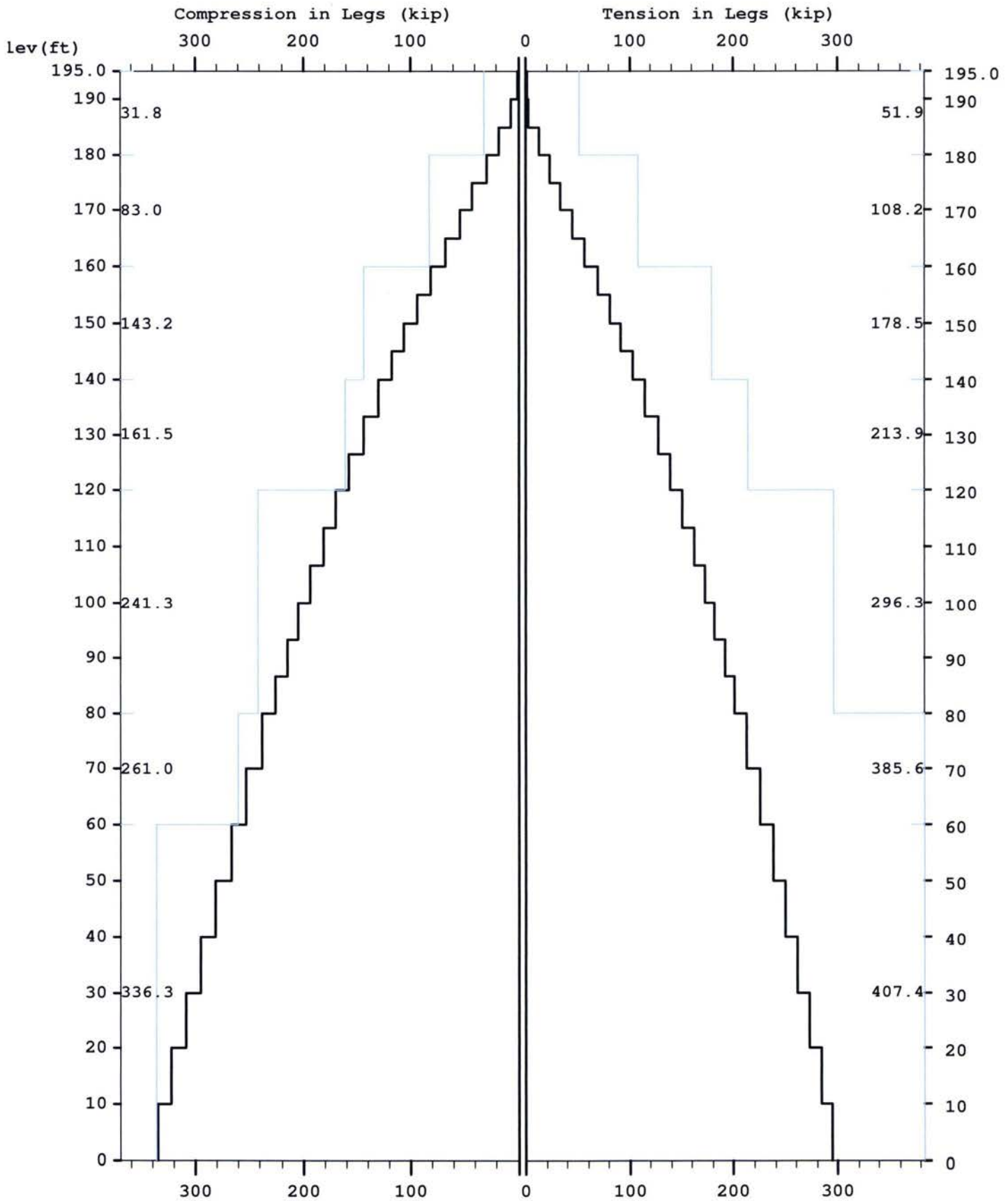
**Notes:**

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- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Delta Oaks Group; project# GEO20-07078-08 Revision 0; dated October 5, 2020.
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

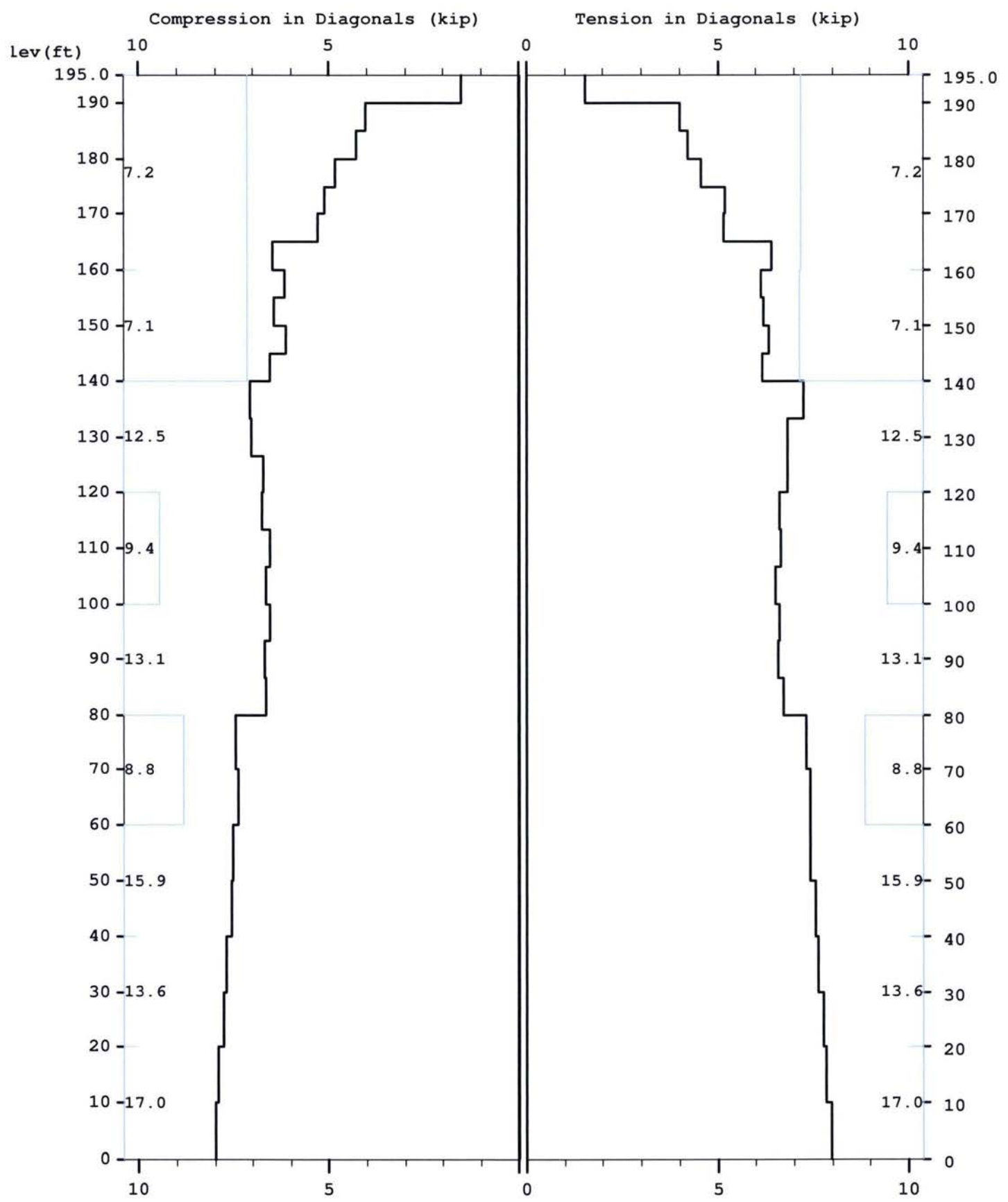
<b>Rebar Schedule per Pier</b>	
<b>Pier</b>	(14) #9 vertical rebar w/ #4 ties, two (2) within top 5" of pier then 12" C/C
<b>Anchor Bolts per Leg</b>	
	(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5" max. projection above concrete.

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Maximum

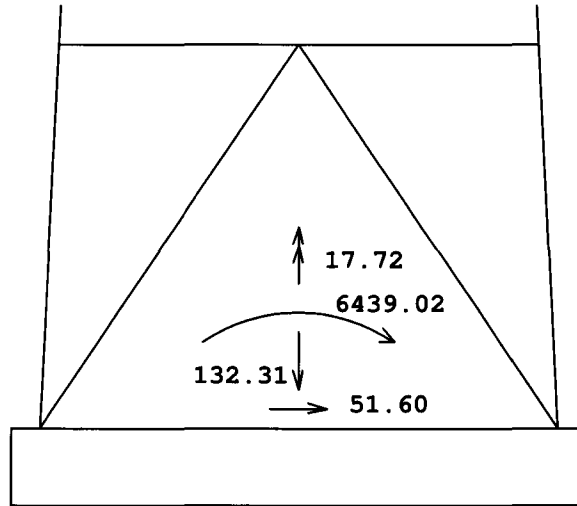


Maximum

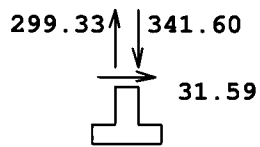
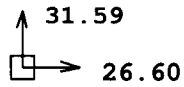


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Sabre Towers and Poles

on: 19 oct 2020 at: 14:27:24

MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	190.00	195.00	5.00	5.00	5.00
X	3	180.00	190.00	5.00	5.00	5.00
X	3	175.00	180.00	5.50	5.00	5.00
X	3	160.00	175.00	7.00	5.50	5.00
X	3	140.00	160.00	9.00	7.00	5.00
X	3	120.00	140.00	11.00	9.00	6.67
X	3	100.00	120.00	13.00	11.00	6.67
X	3	80.00	100.00	15.00	13.00	6.67
X	3	60.00	80.00	17.00	15.00	10.00
X	3	40.00	60.00	19.00	17.00	10.00
X	3	20.00	40.00	21.00	19.00	10.00
X	3	0.00	20.00	23.00	21.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	180.00	195.00	1.075	0.787	29000.	0.0000117
LE	160.00	180.00	2.228	0.787	29000.	0.0000117
LE	140.00	160.00	3.678	0.787	29000.	0.0000117
LE	120.00	140.00	4.407	0.787	29000.	0.0000117
LE	80.00	120.00	6.111	0.787	29000.	0.0000117
LE	60.00	80.00	7.952	0.787	29000.	0.0000117
LE	0.00	60.00	8.399	0.787	29000.	0.0000117
DI	140.00	195.00	0.484	0.626	29000.	0.0000117
DI	100.00	140.00	0.902	0.626	29000.	0.0000117
DI	60.00	100.00	1.090	0.626	29000.	0.0000117
DI	20.00	60.00	1.688	0.626	29000.	0.0000117
DI	0.00	20.00	1.938	0.626	29000.	0.0000117
HO	190.00	195.00	0.484	0.626	29000.	0.0000117
HO	175.00	180.00	0.484	0.626	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
190.0	195.0	31.84	51.90	7.16	7.16	7.16	7.16	0.00	0.00
180.0	190.0	31.84	51.90	7.16	7.16	0.00	0.00	0.00	0.00
175.0	180.0	83.04	108.15	7.16	7.16	7.16	7.16	0.00	0.00
160.0	175.0	83.04	108.15	7.16	7.16	0.00	0.00	0.00	0.00
140.0	160.0	143.18	178.48	7.13	7.13	0.00	0.00	0.00	0.00
120.0	140.0	161.47	213.88	12.47	12.47	0.00	0.00	0.00	0.00
100.0	120.0	241.28	296.33	9.45	9.45	0.00	0.00	0.00	0.00
80.0	100.0	241.28	296.33	13.10	13.10	0.00	0.00	0.00	0.00
60.0	80.0	260.96	385.58	8.84	8.84	0.00	0.00	0.00	0.00
40.0	60.0	336.31	407.40	15.88	15.88	0.00	0.00	0.00	0.00
20.0	40.0	336.31	407.40	13.59	13.59	0.00	0.00	0.00	0.00
0.0	20.0	336.31	407.40	17.02	17.02	0.00	0.00	0.00	0.00

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY RADIUS ft	LOAD AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	190.0	0.00	0.0	0.0	7.93	7.20	0.00	0.00
C	178.0	0.00	0.0	0.0	4.69	4.80	0.00	0.00

C	186.0	0.00	0.0	0.0	4.62	4.80	0.00	0.00
D	195.0	0.00	180.0	0.0	0.05	0.04	0.00	0.00
D	190.0	0.00	180.0	0.0	0.05	0.04	0.00	0.00
D	190.0	0.00	42.0	0.0	0.10	0.05	0.04	0.07
D	180.0	0.00	42.0	0.0	0.10	0.05	0.04	0.07
D	180.0	0.00	53.8	0.0	0.13	0.09	0.05	0.09
D	165.0	0.00	70.9	0.0	0.13	0.09	0.06	0.10
D	165.0	0.00	93.7	0.0	0.14	0.11	0.07	0.10
D	160.0	0.00	93.7	0.0	0.14	0.11	0.07	0.10
D	160.0	0.00	90.9	0.0	0.14	0.13	0.08	0.11
D	145.0	0.00	92.4	0.0	0.15	0.13	0.09	0.11
D	145.0	0.00	90.9	0.0	0.15	0.14	0.08	0.09
D	140.0	0.00	90.9	0.0	0.15	0.14	0.08	0.09
D	140.0	0.00	82.3	0.0	0.16	0.16	0.08	0.07
D	120.0	0.00	84.8	0.0	0.17	0.17	0.07	0.06
D	120.0	0.00	79.5	0.0	0.17	0.19	0.10	0.07
D	100.0	0.00	81.3	0.0	0.17	0.19	0.09	0.07
D	100.0	0.00	77.4	0.0	0.17	0.21	0.11	0.07
D	80.0	0.00	78.7	0.0	0.18	0.21	0.10	0.07
D	80.0	0.00	76.0	0.0	0.16	0.22	0.12	0.07
D	60.0	0.00	76.7	0.0	0.16	0.22	0.12	0.07
D	60.0	0.00	74.7	0.0	0.16	0.26	0.14	0.07
D	40.0	0.00	75.3	0.0	0.17	0.26	0.13	0.07
D	40.0	0.00	73.7	0.0	0.15	0.26	0.15	0.07
D	20.0	0.00	74.1	0.0	0.16	0.27	0.14	0.07
D	20.0	0.00	72.8	0.0	0.15	0.29	0.17	0.07
D	0.0	0.00	73.2	0.0	0.15	0.29	0.16	0.07

ANTENNA LOADING

.....ANTENNA.....	ATTACHMENT		.....ANTENNA FORCES.....					
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	154.0	0.0	5.9	0.0	0.67	0.00	0.24	0.00
STD+R	154.0	180.0	5.9	120.0	-0.53	0.00	0.24	0.00
STD+R	142.0	0.0	6.6	0.0	0.65	0.00	0.24	0.00
STD+R	142.0	180.0	6.6	120.0	-0.52	0.00	0.24	0.00

LOADING CONDITION M

105 mph wind with no ice. Wind Azimuth: 0

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	190.0	0.00	0.0	0.0	7.93	5.40	0.00	0.00
C	178.0	0.00	0.0	0.0	4.69	3.60	0.00	0.00
C	166.0	0.00	0.0	0.0	4.62	3.60	0.00	0.00
D	195.0	0.00	180.0	0.0	0.05	0.03	0.00	0.00
D	190.0	0.00	180.0	0.0	0.05	0.03	0.00	0.00
D	190.0	0.00	42.0	0.0	0.10	0.04	0.03	0.07
D	180.0	0.00	42.0	0.0	0.10	0.04	0.03	0.07
D	180.0	0.00	53.8	0.0	0.13	0.07	0.04	0.09
D	165.0	0.00	70.9	0.0	0.13	0.07	0.04	0.10
D	165.0	0.00	93.7	0.0	0.14	0.08	0.05	0.10
D	160.0	0.00	93.7	0.0	0.14	0.08	0.05	0.10
D	160.0	0.00	90.9	0.0	0.14	0.10	0.06	0.11
D	145.0	0.00	92.4	0.0	0.15	0.10	0.06	0.11
D	145.0	0.00	90.9	0.0	0.15	0.10	0.06	0.09
D	140.0	0.00	90.9	0.0	0.15	0.10	0.06	0.09
D	140.0	0.00	82.3	0.0	0.16	0.12	0.06	0.07
D	120.0	0.00	84.8	0.0	0.17	0.13	0.05	0.06
D	120.0	0.00	79.5	0.0	0.17	0.14	0.07	0.07
D	100.0	0.00	81.3	0.0	0.17	0.15	0.06	0.07
D	100.0	0.00	77.4	0.0	0.17	0.15	0.08	0.07
D	80.0	0.00	78.7	0.0	0.18	0.16	0.08	0.07
D	80.0	0.00	76.0	0.0	0.16	0.16	0.09	0.07
D	60.0	0.00	76.7	0.0	0.16	0.16	0.09	0.07
D	60.0	0.00	74.7	0.0	0.16	0.19	0.10	0.07
D	40.0	0.00	75.3	0.0	0.17	0.20	0.10	0.07
D	40.0	0.00	73.7	0.0	0.15	0.20	0.11	0.07
D	20.0	0.00	74.1	0.0	0.16	0.20	0.11	0.07
D	20.0	0.00	72.8	0.0	0.15	0.21	0.13	0.07
D	0.0	0.00	73.2	0.0	0.15	0.22	0.12	0.07

ANTENNA LOADING

.....ANTENNA.....	ATTACHMENT		.....ANTENNA FORCES.....					
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	154.0	0.0	5.9	0.0	0.67	0.00	0.18	0.00
STD+R	154.0	180.0	5.9	120.0	-0.53	0.00	0.18	0.00

STD+R 142.0 0.0 6.6 0.0 0.65 0.30 0.18 0.00  
 STD+R 142.0 180.0 6.6 120.0 -0.52 0.00 0.18 0.00

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 LOADING CONDITION Y  
 =====

30 mph wind with 1.5 ice. wind Azimuth: 0

MAST LOADING  
 =====

LOAD TYPE	ELEV ft	APPLY RADIUS ft	LOAD AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	190.0	0.00	0.0	0.0	0.88	12.56	0.00	0.00
C	178.0	0.00	0.0	0.0	0.53	8.35	0.00	0.00
C	166.0	0.00	0.0	0.0	0.52	8.33	0.00	0.00
D	195.0	0.00	180.0	0.0	0.01	0.17	0.00	0.00
D	190.0	0.00	180.0	0.0	0.01	0.17	0.00	0.00
D	190.0	0.00	42.0	0.0	0.01	0.23	0.19	0.01
D	180.0	0.00	42.0	0.0	0.01	0.23	0.19	0.01
D	180.0	0.00	56.8	0.0	0.01	0.33	0.21	0.01
D	175.0	0.00	56.8	0.0	0.01	0.33	0.21	0.01
D	175.0	0.00	67.5	0.0	0.01	0.33	0.22	0.01
D	170.0	0.00	67.5	0.0	0.01	0.33	0.22	0.01
D	170.0	0.00	75.4	0.0	0.02	0.35	0.22	0.01
D	165.0	0.00	75.4	0.0	0.02	0.35	0.22	0.01
D	165.0	0.00	94.2	0.0	0.02	0.40	0.27	0.01
D	160.0	0.00	94.2	0.0	0.02	0.40	0.27	0.01
D	160.0	0.00	91.5	0.0	0.02	0.42	0.28	0.01
D	155.0	0.00	91.5	0.0	0.02	0.42	0.28	0.01
D	155.0	0.00	90.3	0.0	0.02	0.43	0.31	0.01
D	145.0	0.00	91.2	0.0	0.02	0.44	0.31	0.01
D	145.0	0.00	87.6	0.0	0.02	0.46	0.27	0.01
D	140.0	0.00	87.6	0.0	0.02	0.46	0.27	0.01
D	140.0	0.00	75.2	0.0	0.02	0.50	0.26	0.00
D	133.3	0.00	75.2	0.0	0.02	0.50	0.26	0.00
D	133.3	0.00	76.1	0.0	0.02	0.50	0.25	0.00
D	126.7	0.00	76.1	0.0	0.02	0.50	0.25	0.00
D	126.7	0.00	77.1	0.0	0.02	0.51	0.23	0.00
D	120.0	0.00	77.1	0.0	0.02	0.51	0.23	0.00
D	120.0	0.00	73.1	0.0	0.02	0.54	0.31	0.00
D	100.0	0.00	74.4	0.0	0.02	0.55	0.28	0.00
D	100.0	0.00	71.5	0.0	0.02	0.58	0.35	0.00
D	80.0	0.00	72.5	0.0	0.02	0.60	0.32	0.00
D	80.0	0.00	70.5	0.0	0.02	0.56	0.39	0.00
D	70.0	0.00	70.5	0.0	0.02	0.56	0.39	0.00
D	70.0	0.00	71.0	0.0	0.02	0.57	0.37	0.00
D	60.0	0.00	71.0	0.0	0.02	0.57	0.37	0.00
D	60.0	0.00	69.6	0.0	0.02	0.63	0.43	0.00
D	40.0	0.00	70.0	0.0	0.02	0.64	0.41	0.00
D	40.0	0.00	69.0	0.0	0.02	0.63	0.46	0.00
D	20.0	0.00	69.2	0.0	0.02	0.64	0.45	0.00
D	20.0	0.00	70.5	0.0	0.02	0.54	0.25	0.00
D	10.0	0.00	70.5	0.0	0.02	0.54	0.25	0.00
D	10.0	0.00	69.1	0.0	0.02	0.60	0.40	0.00
D	0.0	0.00	69.1	0.0	0.02	0.60	0.40	0.00

ANTENNA LOADING  
 =====

ANTENNA TYPE	ELEV ft	AZI	ATTACHMENT		ANTENNA FORCES			
			RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	154.0	0.0	5.9	0.0	0.06	0.00	0.80	0.00
STD+R	154.0	180.0	5.9	120.0	-0.05	0.00	0.80	0.00
STD+R	142.0	0.0	6.6	0.0	0.06	0.00	0.79	0.00
STD+R	142.0	180.0	6.6	120.0	-0.05	0.00	0.79	0.00

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 MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:  
 =====

ELEV ft	AZI deg	TYPE *	BEAM DEFLECTIONS (deg)			
			ROLL	YAW	PITCH	TOTAL
154.0	0.0	STD+R	-1.124 G	0.066 P	-1.027 J	1.028 J
154.0	180.0	STD+R	1.124 G	0.066 P	1.027 J	1.028 J
142.0	0.0	STD+R	-1.001 G	0.055 P	-0.910 J	0.911 J
142.0	180.0	STD+R	1.001 G	0.055 P	0.910 J	0.911 J

MAXIMUM TENSION IN MAST MEMBERS (kip)  
 =====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
195.0	0.95 S	1.54 G	1.04 M	0.00 A

190.0	-----		0.16 G	0.00 A
	2.81 M	3.99 B		
185.0	-----		0.22 I	0.00 A
	13.33 M	4.21 N		
180.0	-----		0.43 K	0.00 A
	22.67 M	4.56 T		
175.0	-----		0.16 A	0.00 A
	33.97 M	5.20 B		
170.0	-----		0.11 A	0.00 A
	44.90 M	5.16 T		
165.0	-----		0.08 A	0.00 A
	56.07 M	6.43 N		
160.0	-----		0.18 I	0.00 A
	69.15 M	6.13 H		
155.0	-----		0.04 G	0.00 A
	80.50 M	6.19 T		
150.0	-----		0.19 I	0.00 A
	91.94 M	6.33 F		
145.0	-----		0.06 A	0.00 A
	102.52 M	6.16 R		
140.0	-----		0.15 A	0.00 A
	114.37 M	7.26 F		
133.3	-----		0.09 A	0.00 A
	127.42 M	6.83 R		
126.7	-----		0.14 A	0.00 A
	139.54 M	6.83 F		
120.0	-----		0.08 A	0.00 A
	151.01 M	6.61 R		
113.3	-----		0.09 A	0.00 A
	161.79 M	6.65 F		
106.7	-----		0.08 A	0.00 A
	172.14 M	6.53 R		
100.0	-----		0.08 A	0.00 A
	182.03 M	6.63 F		
93.3	-----		0.11 A	0.00 A
	191.61 M	6.58 R		
86.7	-----		0.07 A	0.00 A
	200.90 M	6.71 F		
80.0	-----		0.10 A	0.00 A
	212.03 M	7.33 R		
70.0	-----		0.11 A	0.00 A
	225.05 M	7.41 F		
60.0	-----		0.09 A	0.00 A
	237.49 M	7.42 R		
50.0	-----		0.09 A	0.00 A
	249.56 M	7.57 F		
40.0	-----		0.08 A	0.00 A
	261.24 M	7.63 R		
30.0	-----		0.08 A	0.00 A
	272.64 M	7.76 F		
20.0	-----		0.00 M	0.00 A
	283.71 M	7.84 R		
10.0	-----		0.08 A	0.00 A
	294.44 M	7.97 F		
0.0	-----		0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
195.0	-----		-1.06 G	0.00 A
	-1.05 A	-1.51 M		
190.0	-----		-0.16 M	0.00 A
	-7.23 G	-4.03 B		
185.0	-----		-0.14 O	0.00 A
	-17.93 G	-4.30 H		
180.0	-----		-0.39 Q	0.00 A
	-29.05 G	-4.84 G		
175.0	-----		-0.09 S	0.00 A
	-42.35 G	-5.11 T		
170.0	-----		-0.09 S	0.00 A
	-54.01 G	-5.29 B		
165.0	-----		-0.03 W	0.00 A
	-68.00 G	-6.47 H		
160.0	-----		-0.14 S	0.00 A
	-81.62 G	-6.16 B		
155.0	-----		-0.03 M	0.00 A
	-93.73 G	-6.45 F		
150.0	-----		-0.14 S	0.00 A
	-106.05 G	-6.14 R		
145.0	-----		-0.05 W	0.00 A
	-117.07 G	-6.54 F		
140.0	-----		-0.12 S	0.00 A
	-130.25 G	-7.07 R		
133.3	-----		-0.08 S	0.00 A
	-143.92 G	-7.04 F		
126.7	-----		-0.11 S	0.00 A
	-157.22 G	-6.71 R		



120.0			-0.07 S	0.00 A
	-169.51 G	-6.75 F		
113.3			-0.07 S	0.00 A
	-181.53 G	-6.57 R		
106.7			-0.07 S	0.00 A
	-192.85 G	-6.64 F		
100.0			-0.06 S	0.00 A
	-203.97 G	-6.57 R		
93.3			-0.10 S	0.00 A
	-214.64 G	-6.68 F		
86.7			-0.06 S	0.00 A
	-225.24 G	-6.66 R		
80.0			-0.09 S	0.00 A
	-237.80 G	-7.44 F		
70.0			-0.09 S	0.00 A
	-252.83 G	-7.39 F		
60.0			-0.08 S	0.00 A
	-267.22 G	-7.52 F		
50.0			-0.08 S	0.00 A
	-281.53 G	-7.56 F		
40.0			-0.07 S	0.00 A
	-295.36 G	-7.71 F		
30.0			-0.07 S	0.00 A
	-309.06 G	-7.76 F		
20.0			0.00 S	0.00 A
	-322.40 G	-7.91 F		
10.0			-0.07 S	0.00 A
	-335.54 G	-8.00 F		
0.0			0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
195.00	1.05	31.84	0.03	0.95	51.90	0.02
190.00	7.23	31.84	0.23	2.81	51.90	0.05
185.00	17.93	31.84	0.56	13.33	51.90	0.26
180.00	29.05	83.04	0.35	22.67	108.15	0.21
175.00	42.35	83.04	0.51	33.97	108.15	0.31
170.00	54.01	83.04	0.65	44.90	108.15	0.42
165.00	68.00	83.04	0.82	56.07	108.15	0.52
160.00	81.62	143.18	0.57	69.15	178.48	0.39
155.00	93.73	143.18	0.65	80.50	178.48	0.45
150.00	106.05	143.18	0.74	91.94	178.48	0.52
145.00	117.07	143.18	0.82	102.52	178.48	0.57
140.00	130.25	161.47	0.81	114.37	213.88	0.53
133.33	143.92	161.47	0.89	127.42	213.88	0.60
126.67	157.22	161.47	0.97	139.54	213.88	0.65
120.00	169.51	241.28	0.70	151.01	296.33	0.51
113.33	181.53	241.28	0.75	161.79	296.33	0.55
106.67	192.85	241.28	0.80	172.14	296.33	0.58
100.00	203.97	241.28	0.85	182.03	296.33	0.61
93.33	214.64	241.28	0.89	191.61	296.33	0.65
86.67	225.24	241.28	0.93	200.90	296.33	0.68
80.00	237.80	260.96	0.91	212.03	385.58	0.55
70.00	252.83	260.96	0.97	225.05	385.58	0.58
60.00	267.22	336.31	0.79	237.49	407.40	0.58
50.00	281.53	336.31	0.84	249.56	407.40	0.61
40.00	295.36	336.31	0.88	261.24	407.40	0.64
30.00	309.06	336.31	0.92	272.64	407.40	0.67
20.00	322.40	336.31	0.96	283.71	407.40	0.70
10.00	335.54	336.31	1.00	294.44	407.40	0.72

0.00 -----

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
195.00	1.51	7.16	0.21	1.54	7.16	0.22
190.00	4.03	7.16	0.56	3.99	7.16	0.56
185.00	4.30	7.16	0.60	4.21	7.16	0.59
180.00	4.84	7.16	0.68	4.56	7.16	0.64
175.00	5.11	7.16	0.71	5.20	7.16	0.73
170.00	5.29	7.16	0.74	5.16	7.16	0.72
165.00	6.47	7.16	0.90	6.43	7.16	0.90
160.00	6.16	7.13	0.86	6.13	7.13	0.86
155.00	6.45	7.13	0.91	6.19	7.13	0.87
150.00	6.14	7.13	0.86	6.33	7.13	0.89
145.00	6.54	7.13	0.92	6.16	7.13	0.86
140.00	7.07	12.47	0.57	7.26	12.47	0.58
133.33	7.04	12.47	0.56	6.83	12.47	0.55
126.67	6.71	12.47	0.54	6.83	12.47	0.55
120.00	6.75	9.45	0.71	6.61	9.45	0.70
113.33	6.57	9.45	0.69	6.65	9.45	0.70
106.67	6.64	9.45	0.70	6.53	9.45	0.69
100.00	6.57	13.10	0.50	6.63	13.10	0.51
93.33	6.68	13.10	0.51	6.58	13.10	0.50
86.67	6.66	13.10	0.51	6.71	13.10	0.51
80.00	7.44	8.84	0.84	7.33	8.84	0.83
70.00	7.39	8.84	0.84	7.41	8.84	0.84
60.00	7.52	15.88	0.47	7.42	15.88	0.47
50.00	7.56	15.88	0.48	7.57	15.88	0.48
40.00	7.71	13.59	0.57	7.63	13.59	0.56
30.00	7.76	13.59	0.57	7.76	13.59	0.57
20.00	7.91	17.02	0.46	7.84	17.02	0.46
10.00	8.00	17.02	0.47	7.97	17.02	0.47
0.00						

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----LOAD-----COMPONENTS-----				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
31.59 G	26.60 K	341.60 G	-299.33 M	31.59 G

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

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@				@	
		0.0				0.0	
51.6 S	45.2 J	51.6 S	132.3 h	6439.0 G	5729.8 J	6439.0 G	17.7 X

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

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	190.0	0.00	0.0	0.0	2.59	6.00	0.00	0.00
C	178.0	0.00	0.0	0.0	1.53	4.00	0.00	0.00
C	166.0	0.00	0.0	0.0	1.51	4.00	0.00	0.00
D	195.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	190.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	190.0	0.00	42.0	0.0	0.03	0.05	0.04	0.02
D	180.0	0.00	42.0	0.0	0.03	0.05	0.04	0.02
D	180.0	0.00	53.8	0.0	0.04	0.07	0.05	0.03
D	165.0	0.00	70.9	0.0	0.04	0.08	0.05	0.03
D	165.0	0.00	93.7	0.0	0.05	0.09	0.06	0.03
D	160.0	0.00	93.7	0.0	0.05	0.09	0.06	0.03
D	160.0	0.00	90.9	0.0	0.05	0.11	0.06	0.04
D	145.0	0.00	92.4	0.0	0.05	0.11	0.07	0.04
D	145.0	0.00	90.9	0.0	0.05	0.11	0.06	0.03
D	140.0	0.00	90.9	0.0	0.05	0.11	0.06	0.03
D	140.0	0.00	82.3	0.0	0.05	0.14	0.07	0.02
D	120.0	0.00	84.8	0.0	0.05	0.14	0.06	0.02
D	120.0	0.00	79.5	0.0	0.06	0.16	0.08	0.02
D	100.0	0.00	81.3	0.0	0.06	0.16	0.07	0.02
D	100.0	0.00	77.4	0.0	0.06	0.17	0.09	0.02
D	80.0	0.00	78.7	0.0	0.06	0.18	0.08	0.02
D	80.0	0.00	76.0	0.0	0.05	0.18	0.10	0.02
D	60.0	0.00	76.7	0.0	0.05	0.18	0.10	0.02
D	60.0	0.00	74.7	0.0	0.06	0.21	0.11	0.02
D	40.0	0.00	75.3	0.0	0.06	0.22	0.11	0.02
D	40.0	0.00	73.7	0.0	0.05	0.22	0.13	0.02
D	20.0	0.00	74.1	0.0	0.05	0.22	0.12	0.02
D	20.0	0.00	72.8	0.0	0.05	0.24	0.14	0.02
D	0.0	0.00	73.2	0.0	0.05	0.24	0.13	0.02

ANTENNA LOADING

.....ANTENNA..... TYPE	ELEV ft	AZI	ATTACHMENT		.....ANTENNA FORCES.....			
			RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	154.0	0.0	5.9	0.0	0.22	0.00	0.20	0.00
STD+R	154.0	180.0	5.9	120.0	-0.17	0.00	0.20	0.00
STD+R	142.0	0.0	6.6	0.0	0.21	0.00	0.20	0.00
STD+R	142.0	180.0	6.6	120.0	-0.17	0.00	0.20	0.00

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
195.0	0.774 G	0.704 J	0.012 G	0.474 G	0.439 J	0.022 D
190.0	0.733 G	0.666 J	0.012 G	0.475 G	0.440 J	0.022 D
185.0	0.690 G	0.627 J	0.011 G	0.470 G	0.435 J	0.022 D
180.0	0.649 G	0.589 J	0.011 G	0.454 G	0.419 J	0.023 D
175.0	0.609 G	0.551 J	0.010 G	0.443 G	0.408 J	0.023 D
170.0	0.570 G	0.515 J	0.010 G	0.428 G	0.394 J	0.023 D
165.0	0.532 G	0.481 J	0.009 G	0.409 G	0.376 J	0.023 D
160.0	0.496 G	0.447 J	0.009 G	0.387 G	0.355 J	0.022 D
155.0	0.462 G	0.416 J	0.009 G	0.373 G	0.341 J	0.022 D
150.0	0.428 G	0.385 J	0.008 G	0.357 G	0.326 J	0.021 D
145.0	0.397 G	0.357 J	0.008 G	0.340 G	0.310 J	0.019 D
140.0	0.366 G	0.329 J	0.007 G	0.322 G	0.293 J	0.017 D
133.3	0.329 G	0.295 J	0.007 G	0.301 G	0.273 J	0.016 D
126.7	0.294 G	0.264 J	0.007 G	0.278 G	0.252 J	0.014 D
120.0	0.262 G	0.235 J	0.006 G	0.255 G	0.231 J	0.013 D

113.3	0.233 G	0.208 J	0.006 G	0.229 G	0.215 J	0.012 D
106.7	0.205 G	0.183 J	0.005 G	0.222 G	0.200 J	0.010 D
100.0	0.179 G	0.160 J	0.005 G	0.205 G	0.184 J	0.009 D
93.3	0.155 G	0.139 J	0.005 G	0.187 G	0.169 J	0.008 D
86.7	0.134 G	0.120 J	0.004 G	0.170 G	0.153 J	0.007 D
80.0	0.114 G	0.102 J	0.004 G	0.153 G	0.137 J	0.006 D
70.0	0.088 G	0.078 J	0.004 G	0.133 G	0.119 J	0.005 D
60.0	0.065 G	0.058 J	0.003 G	0.113 G	0.101 J	0.004 L
50.0	0.046 G	0.041 J	0.003 G	0.094 G	0.084 J	0.003 L
40.0	0.031 G	0.027 J	0.002 G	0.075 G	0.067 J	0.003 L
30.0	0.018 G	0.016 J	0.002 A	0.056 G	0.050 J	0.002 L
20.0	0.009 G	0.008 J	0.001 A	0.038 G	0.034 J	0.001 L
10.0	0.002 G	-0.002 D	0.001 A	0.019 G	0.017 J	0.001 L
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV ft	AZI deg	TYPE *	.....BEAM DEFLECTIONS (deg).....			
			ROLL	YAW	PITCH	TOTAL
154.0	0.0	STD+R	-0.370 G	0.022 D	-0.338 J	0.339 J
154.0	180.0	STD+R	0.370 G	0.022 D	0.338 J	0.339 J
142.0	0.0	STD+R	-0.329 G	0.018 D	-0.300 J	0.300 J
142.0	180.0	STD+R	0.329 G	0.018 D	0.300 J	0.300 J

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
195.0	-----	-----	0.34 A	0.00 A
190.0	0.29 G	0.51 G	0.06 G	0.00 A
185.0	0.00 A	1.31 B	0.09 I	0.00 A
180.0	2.91 A	1.36 B	0.15 K	0.00 A
175.0	5.43 A	1.42 H	0.07 A	0.00 A
170.0	8.52 A	1.73 H	0.04 A	0.00 A
165.0	11.93 A	1.65 H	0.04 A	0.00 A
160.0	14.71 A	2.10 B	0.07 I	0.00 A
155.0	18.87 A	2.01 H	0.02 G	0.00 A
150.0	22.40 A	2.00 H	0.08 I	0.00 A
145.0	25.96 A	2.10 F	0.02 A	0.00 A
140.0	29.32 A	1.96 F	0.06 I	0.00 A
133.3	32.87 A	2.43 F	0.03 A	0.00 A
126.7	37.05 A	2.18 F	0.05 I	0.00 A
120.0	40.72 A	2.27 F	0.03 A	0.00 A
113.3	44.32 A	2.13 F	0.03 I	0.00 A
106.7	47.57 A	2.21 F	0.03 A	0.00 A
100.0	50.78 A	2.11 F	0.03 A	0.00 A
93.3	53.74 A	2.20 F	0.04 A	0.00 A
86.7	56.67 A	2.14 F	0.03 A	0.00 A
80.0	59.44 A	2.23 F	0.04 A	0.00 A
70.0	62.82 A	2.40 F	0.04 A	0.00 A
60.0	66.67 A	2.46 F	0.03 A	0.00 A
50.0	70.37 A	2.44 F	0.04 A	0.00 A
40.0	73.87 A	2.53 F	0.03 A	0.00 A
30.0	77.28 A	2.53 F	0.03 A	0.00 A
20.0	80.59 A	2.61 F	0.00 A	0.00 A
10.0	83.78 A	2.63 F	0.03 A	0.00 A
0.0	86.85 A	2.69 F	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
195.0	-----	-----	-0.35 G	0.00 A
	-0.37 A	-0.49 A		
190.0	-----	-----	-0.05 A	0.00 A
	-3.63 G	-1.33 B		
185.0	-----	-----	-0.02 C	0.00 A
	-7.18 G	-1.44 H		
180.0	-----	-----	-0.12 E	0.00 A
	-11.31 G	-1.66 G		
175.0	-----	-----	-0.01 G	0.00 A
	-16.21 G	-1.65 H		
170.0	-----	-----	-0.03 G	0.00 A
	-20.20 G	-1.77 H		
165.0	-----	-----	0.00 A	0.00 A
	-25.56 G	-2.13 H		
160.0	-----	-----	-0.03 G	0.00 A
	-30.13 G	-2.03 B		
155.0	-----	-----	-0.01 A	0.00 A
	-34.29 G	-2.14 F		
150.0	-----	-----	-0.03 G	0.00 A
	-38.50 G	-1.99 F		
145.0	-----	-----	-0.02 C	0.00 A
	-42.22 G	-2.19 F		
140.0	-----	-----	-0.03 G	0.00 A
	-46.83 G	-2.26 F		
133.3	-----	-----	-0.02 C	0.00 A
	-51.41 G	-2.36 F		
126.7	-----	-----	-0.03 G	0.00 A
	-56.02 G	-2.17 F		
120.0	-----	-----	-0.02 C	0.00 A
	-60.20 G	-2.26 F		
113.3	-----	-----	-0.02 G	0.00 A
	-64.41 G	-2.14 F		
106.7	-----	-----	-0.02 G	0.00 A
	-68.31 G	-2.22 F		
100.0	-----	-----	-0.02 G	0.00 A
	-72.23 G	-2.15 F		
93.3	-----	-----	-0.03 G	0.00 A
	-75.95 G	-2.24 F		
86.7	-----	-----	-0.01 G	0.00 A
	-79.71 G	-2.19 F		
80.0	-----	-----	-0.02 G	0.00 A
	-84.12 G	-2.49 F		
70.0	-----	-----	-0.02 G	0.00 A
	-89.49 G	-2.44 F		
60.0	-----	-----	-0.02 G	0.00 A
	-94.64 G	-2.53 F		
50.0	-----	-----	-0.02 G	0.00 A
	-99.85 G	-2.52 F		
40.0	-----	-----	-0.02 G	0.00 A
	-104.89 G	-2.61 F		
30.0	-----	-----	-0.02 G	0.00 A
	-109.94 G	-2.61 F		
20.0	-----	-----	0.00 C	0.00 A
	-114.87 G	-2.68 F		
10.0	-----	-----	-0.02 G	0.00 A
	-119.78 G	-2.71 F		
0.0	-----	-----	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----LOAD-----COMPONENTS-----				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
11.01 G	9.29 K	122.05 G	-88.23 A	11.01 G

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

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@				@	
		0.0				0.0	
17.1 G	-15.0 D	17.1 G	45.8 A	2126.8 G	1895.8 J	2126.8 G	5.8 L

Leg Connection Details												
Bottom Elevation (ft)	Top Elevation (ft)	Pipe Dimensions	Top Splice					Bottom Splice/Base				
			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)
180	195	2.375 OD X .154						6	0.75	6.50	0.75	8.50
160	180	3.500 OD X .216	6	0.75	6.50	1.00	8.50	6	1.00	9.00	1.25	11.50
140	160	4.000 OD X .318	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
120	140	4.500 OD X .337	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
100	120	5.563 OD X .375	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
80	100	5.563 OD X .375	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
60	80	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.25	12.50	1.75	15.75
40	60	8.625 OD X .322	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
20	40	8.625 OD X .322	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
0	20	8.625 OD X .322	6	1.25	12.50	1.50	15.75	6	1.50	13.25	1.75	17.00

Diagonal Bracing Connection 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)
180	195	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
160	180	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
140	160	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
120	140	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
100	120	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
80	100	L 3 X 3 X 3/16	1	0.750	1.500		1.750	0.375
60	80	L 3 X 3 X 3/16	1	0.750	1.625		1.750	0.375
40	60	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
20	40	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
0	20	L 4 X 4 X 1/4	1	0.750	1.625		2.000	0.375

**MAT FOUNDATION DESIGN BY SABRE INDUSTRIES**

195' S3TL Series HD1 UNITI TOWERS/CS&L Rose Hill, KY (21-2655-JAC) 2020-10-19 DJH

<b>Overall Loads:</b>			
Factored Moment (ft-kips)	6439.02		
Factored Axial (kips)	132.31		
Factored Shear (kips)	51.60		
<b>Individual Leg Loads:</b>			
Factored Uplift (kips)	299.00		
Factored Download (kips)	342.00		
Factored Shear (kips)	32.00		
		Tower eccentric from mat (ft)=	2
Width of Tower (ft)	23	Allowable Bearing Pressure (ksf)	7.88
Ultimate Bearing Pressure	15.75	Safety Factor	2.00
Bearing $\Phi$ s	0.75		
Bearing Design Strength (ksf)	11.8125	Max. Factored Net Bearing Pressure (ksf)	3.31
Water Table Below Grade (ft)	999		
Width of Mat (ft)	29	Minimum Mat Width (ft)	28.83
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	6.5		
Bolt Circle Diameter (in)	13.25		
Effective Anchor			
Bolt Embedment	65.125	Minimum Pier Diameter (ft)	2.44
Diameter of Pier (ft)	3.5	Equivalent Square b (ft)	3.10
Ht. of Pier Above Ground (ft)	0.5		
Ht. of Pier Below Ground (ft)	5		
Quantity of Bars in Mat	47		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in <sup>2</sup> )	36.91		
Spacing of Bars in Mat (in)	7.41	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	18		
Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5	Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	6.93
Spacing of Ties (in)	4	Recommended Spacing (in)	5 to 12
Area of Bars in Pier (in <sup>2</sup> )	10.82		
Spacing of Bars in Pier (in)	5.93		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.105		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	52.60		



**MAT FOUNDATION DESIGN BY SABRE INDUSTRIES (CONTINUED)**

**Two-Way Shear:**

Average d (in)	14		
$\phi v_c$ (ksi)	0.201	$v_u$ (ksi)	0.120
$\phi v_c = \phi(2 + 4/\beta_c)f_c^{1/2}$	0.302		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f_c^{1/2}$	0.238		
$\phi v_c = \phi 4f_c^{1/2}$	0.201		
Shear perimeter, $b_o$ (in)	204.89		
$\beta_c$	1		

**Stability:**

Overturning Design Strength (ft-k)	8746.8	Factored Overturning Moment (ft-k)	6800.2
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**One-Way Shear:**

$\phi V_c$ (kips)	490.2	$V_u$ (kips)	363.5
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**Pier Design:**

Design Tensile Strength (kips)	584.5	$T_u$ (kips)	299.0
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**Shear:**

$\phi$	0.75		
$V_c$ (kips)	107.6		
$V_s$ (kips)	197.9	$V_{s,max}$ (kips)	757.3
$\phi V_n$ (kips)	229.1	$V_u$ (kips)	32.0
Maximum Spacing (in)	11.15	(Only if Shear Ties are Required)	
Actual Hook Development (in)	13.00	Req'd Hook Development $l_{dn}$ (in) - Tension	10.96
		Req'd Hook Development $l_{dc}$ (in) - Compression	11.81

**Anchor Bolt Pull-Out:**

$N_{ua} / \phi N_n$	0.61	$V_{ua} / \phi V_n$	0.10
Pier Rebar Development Length (in)	54.82	Required Length of Development (in)	23.48

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	2187.4	$M_u$ (ft-kips)	2182.5
a (in)	1.66		
Steel Ratio	0.00758		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
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 (CONTINUED)**

**Download:**

$\Phi_s$ , Download Friction	0.75		
$Q_f$ , Skin Friction (kips)	501.6	$W_s$ (kips)	33.8
$Q_b$ , End Bearing Strength (kips)	1264.9	$W_c$ (kips)	42.9
Download Design Strength (kips)	1324.8	Factored Net Download (kips)	353.0

**Uplift (skin friction):**

$\Phi_s$ , Uplift (friction)	0.75		
$Q_f$ , Skin Friction (kips)	501.6		
$W_c$ (kips)	42.9		
$W_w$ (kips)	0.0		
Uplift Design Strength (kips)	414.8	Factored Uplift (kips)	299.0

**Uplift (cone):**

$\Phi_s$ , Uplift (cone)	0.75		
$W_{s,cone}$ (kips)	354.2		
$W_{w,cone}$ (kips)	0.0		
$W_c$ (kips)	42.9		
$W_{w,cyl}$ (kips)	0.0		
Uplift Design Strength (kips)	304.3	Factored Uplift (kips)	299.0

**Tension:**

Design Tensile Strength (kips)	755.5	$T_u$ (kips)	299.0
--------------------------------	-------	--------------	-------

**Shear:**

$\phi$	0.75		
$V_c$ (kips)	231.3		
$V_s$ (kips)	84.8	$V_{s,max}$ (kips)	1251.9
$\phi V_n$ (kips)	237.1	$V_u$ (kips)	32.0

**Anchor Bolt Pull-Out:**

$N_{ua} / \phi N_n$	0.47	$V_{ua} / \phi V_n$	0.10
Rebar Development Length (in)	50.70	Required Length of Development (in)	30.27

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram	1

**EXHIBIT D**  
**COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST**

# KY Public Service Commission

## Master Utility Search

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

Utility ID	Utility Name	Address/City/Contact	Utility Type	Status
<input type="text"/>				▼ Active ▼
<input type="button" value="Search"/>				

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

<a href="#">View</a>	4107600	Boomerang Wireless, LLC	Cellular	D	Hiawatha	IA
<a href="#">View</a>	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular	D	Houston	TX
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular	C	Phoeniexville	PA
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
<a href="#">View</a>	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	D	Long Island City	NY
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4111650	DataBytes, Inc.	Cellular	D	Rogers	AR
<a href="#">View</a>	4112000	DISH Wireless L.L.C.	Cellular	C	Englewood	CO
<a href="#">View</a>	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
<a href="#">View</a>	4111800	Earthlink, LLC	Cellular	C	Atlanta	GA
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Herndon	VA
<a href="#">View</a>	4111750	Gabb Wireless, Inc.	Cellular	D	Provo	UT
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
<a href="#">View</a>	4112050	GLOTELL US, Corp.	Cellular	C	Hallandale	FL
<a href="#">View</a>	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular	B	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Dallas	TX
<a href="#">View</a>	4111950	J Rhodes Enterprises LLC	Cellular	C	Gulf Breeze	FL
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular	D	Staten Island	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY

<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4109550	Kynect Communications, LLC	Cellular	D	Dallas	TX
<a href="#">View</a>	4111250	Liberty Mobile Wireless, LLC	Cellular	D	Sunny Isles Beach	FL
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	NJ
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
<a href="#">View</a>	4111700	Mint Mobile, LLC	Cellular	D	Costa Mesa	CA
<a href="#">View</a>	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
<a href="#">View</a>	4111850	Mobi, Inc.	Cellular	C	Honolulu	HI
<a href="#">View</a>	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
<a href="#">View</a>	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001800	OnStar, LLC	Cellular	A	Detroit	MI
<a href="#">View</a>	4110750	Onvoy Spectrum, LLC	Cellular	D	Chicago	IL
<a href="#">View</a>	4109050	Patriot Mobile LLC	Cellular	D	Irving	TX
<a href="#">View</a>	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
<a href="#">View</a>	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
<a href="#">View</a>	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
<a href="#">View</a>	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular	C	Hiawatha	IA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular	A	Raleigh	NC
<a href="#">View</a>	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
<a href="#">View</a>	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Fremont	NE
<a href="#">View</a>	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
<a href="#">View</a>	4111450	Spectrum Mobile, LLC	Cellular	A	St. Louis	MO
<a href="#">View</a>	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4111600	STX Group LLC dba Twigby	Cellular	D	Murfreesboro	TN
<a href="#">View</a>	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
<a href="#">View</a>	4202200	T-Mobile Central, LLC dba T-Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4002500	TAG Mobile, LLC	Cellular	D	Plano	TX
<a href="#">View</a>	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	Portland	ME
<a href="#">View</a>	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL

<a href="#">View</a>	4108900	Telrite Corporation	Cellular	D	Covington	GA
<a href="#">View</a>	4108450	Tempo Telecom, LLC	Cellular	B	Atlanta	GA
<a href="#">View</a>	4109000	Ting, Inc.	Cellular	A	Toronto	ON
<a href="#">View</a>	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
<a href="#">View</a>	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
<a href="#">View</a>	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4002000	Truphone, Inc.	Cellular	D	Durham	NC
<a href="#">View</a>	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
<a href="#">View</a>	4110800	Visible Service LLC	Cellular	D	Basking Ridge	NJ
<a href="#">View</a>	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
<a href="#">View</a>	4110950	Wing Tel Inc.	Cellular	D	New York	NY



**EXHIBIT E**  
**FAA**



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

Aeronautical Study No.  
 2020-ASO-11454-OE

Issued Date: 06/04/2020

Kristy Hurst  
 B+T Group Holdings, Inc.  
 1717 S. Boulder Ave.  
 Suite 300  
 Tulsa, OK 74119

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\* (CORRECTION)**

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: Antenna Tower KYLEX2047 (Rose Hill Rd)  
 Location: Somerset, KY  
 Latitude: 37-04-00.14N NAD 83  
 Longitude: 84-34-00.87W  
 Heights: 949 feet site elevation (SE)  
 199 feet above ground level (AGL)  
 1148 feet above mean sea level (AMSL)

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

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

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

**See attachment for additional condition(s) or information.**

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

This determination expires on 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 (817) 222-5928, or [chris.smith@faa.gov](mailto:chris.smith@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-11454-OE.

**Signature Control No: 437243410-441947570**

( DNE )

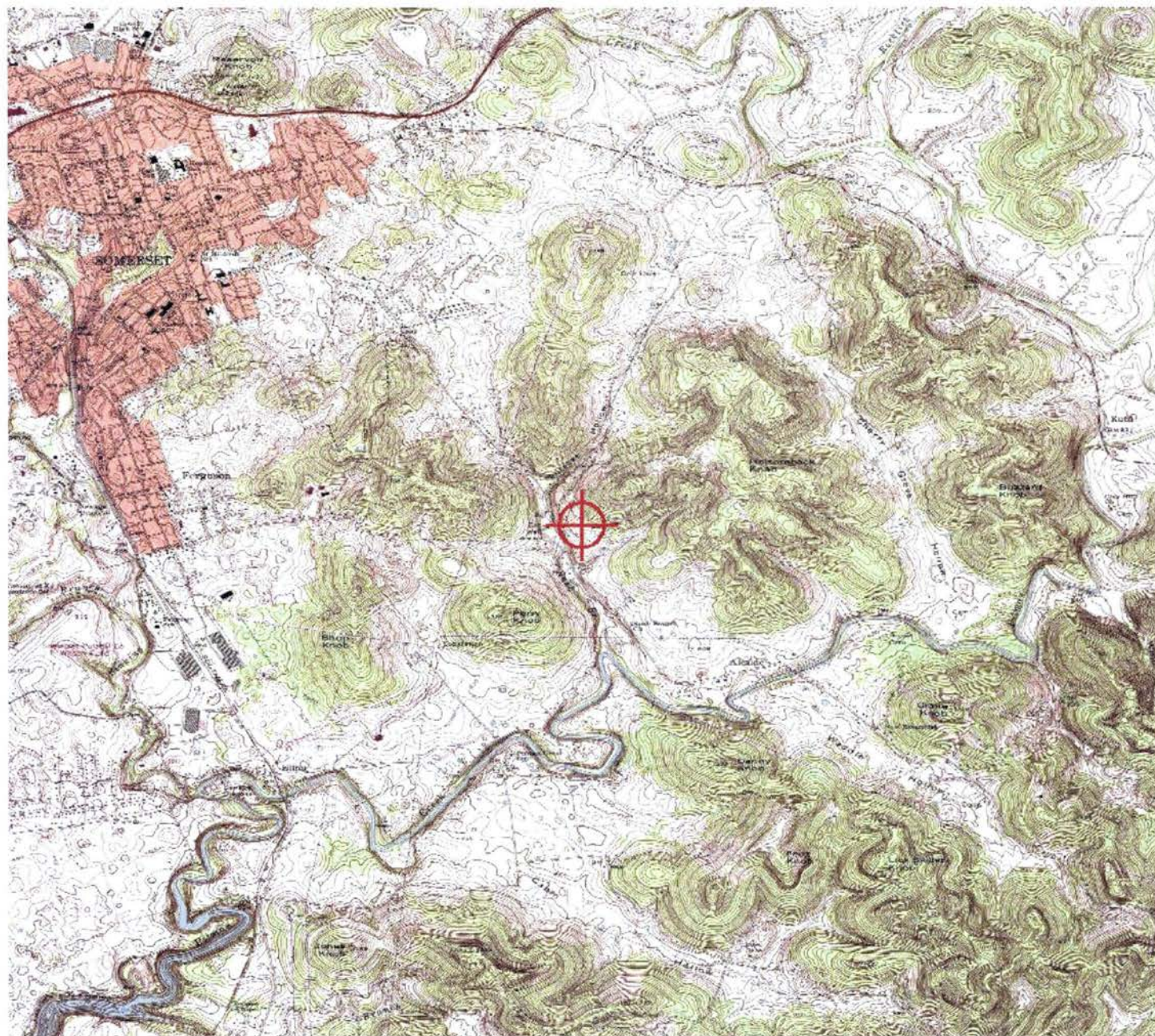
Chris Smith  
Specialist

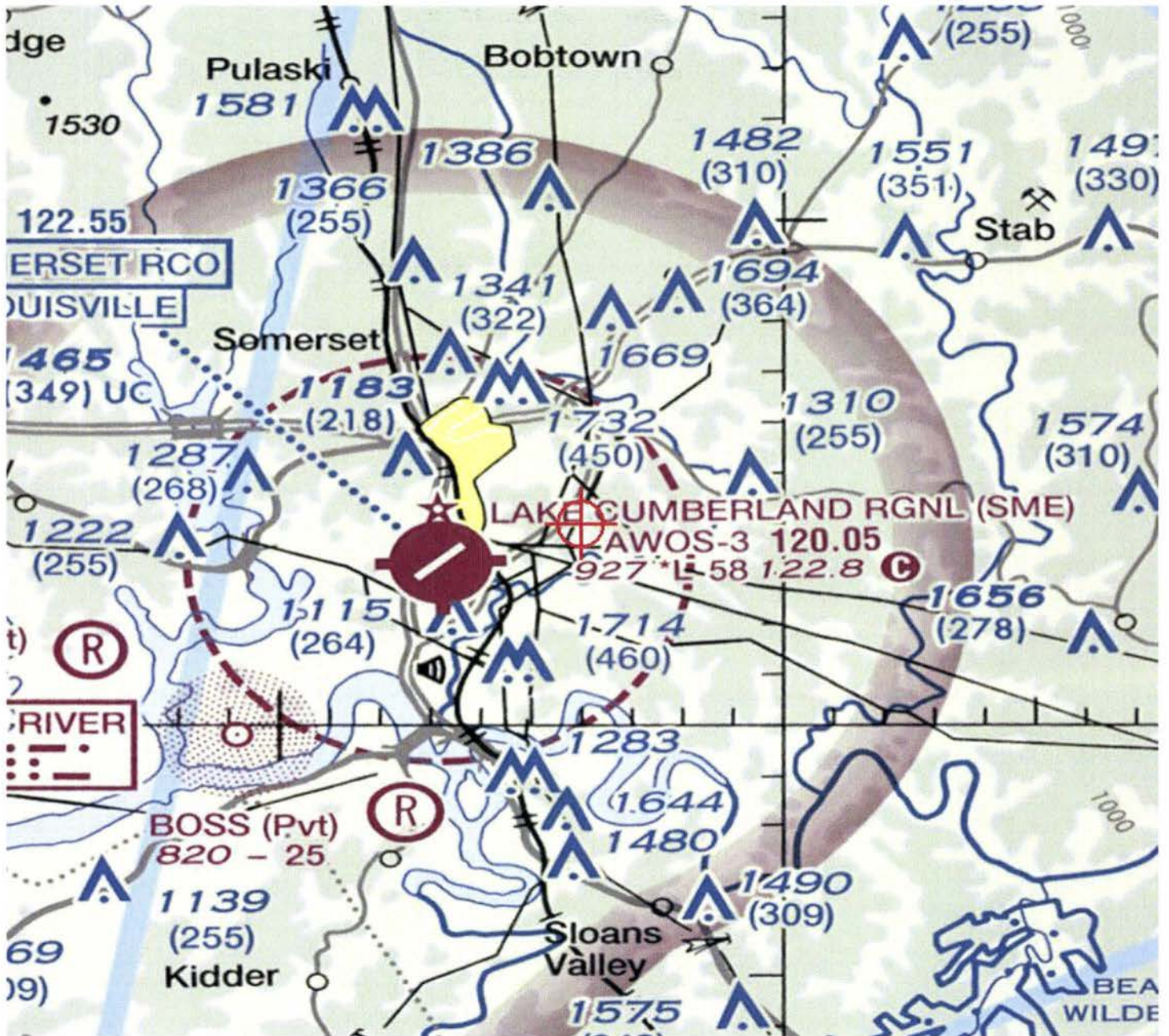
Attachment(s)  
Additional Information  
Frequency Data  
Map(s)

cc: FCC

Corrected DNE issued to reflect lower agreed height to mitigate impacts. Supersedes DNH issued 5/26/20 and DNE issued 6/4/20.

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





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





**KENTUCKY AIRPORT ZONING COMMISSION**

ANDY BESHEAR  
Governor

Office of Audits, 200 Mero Street, 4th floor  
Frankfort, KY 40622  
www.transportation.ky.gov  
502-782-4043

**APPROVAL OF APPLICATION**

August 13, 2020

**APPLICANT**

Uniti Towers  
B&T Group - Patricia Parr  
10802 Executive Center Dr. Ste 300  
Little Rock, AR 72211

SUBJECT: AS-PULASKI-SME-2020-102

STRUCTURE: Antenna Tower  
LOCATION: Somerset, KY  
COORDINATES: 37° 4' 0.14" N / 84° 34' 0.87" W  
HEIGHT: 199' AGL/1148' AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 199' AGL/1148' AMSL Antenna Tower near Somerset, KY 37° 4' 0.14" N / 84° 34' 0.87" W.

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

Dual - Red & Medium Intensity White Obstruction Lighting Required

*Randall S. Royer*

Randall S. Royer, Executive Director  
Office of Audits  
Acting Administrator  
[Randall.Royer@ky.gov](mailto:Randall.Royer@ky.gov)  
[Jason.Salazar-Munoz@ky.gov](mailto:Jason.Salazar-Munoz@ky.gov)



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



**GEOTECHNICAL INVESTIGATION REPORT**

October 5, 2020

Prepared For:

B+T Group



**Rose Hill Rd  
KYLEX2047**

**Proposed 195-Foot Self-Supporting Tower**

Rose Hill Road, Somerset (Pulaski County), Kentucky 42501  
Latitude N 37° 04' 00.1" Longitude W 84° 34' 00.9"

Delta Oaks Group Project GEO20-07078-08

Revision 0

[geotech@deltaoaksgroup.com](mailto:geotech@deltaoaksgroup.com)

Performed By:

Erin Benson, E.I.

Reviewed By:

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





## INTRODUCTION

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

## SITE CONDITION SUMMARY

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

## REFERENCES

- Survey, prepared by Point to Point Land Surveyors, dated January 27, 2020
- TIA Standard (TIA-222-G), dated August 2005

## SUBSURFACE FIELD INVESTIGATION SUMMARY

The subsurface field investigation was conducted through the advancement of one mechanical soil test boring to the auger refusal depth of 12.6 feet bgs. Samples were obtained at selected intervals in accordance with ASTM D 1586. The sampling was conducted at the staked centerline of the proposed tower. Upon encountering auger refusal 5.0 feet of rock coring was conducted in accordance with ASTM D 2113. Soil and rock samples were transported to our laboratory and classified by a geotechnical engineer in accordance with ASTM D 2487. A detailed breakdown of the material encountered in our subsurface field investigation can be found in the boring log presented in the Appendix of this report.

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

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



## **SUBSURFACE CONDITION SUMMARY**

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

### **FILL**

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

### **SOIL**

The residual soil encountered in the subsurface field investigation began at a depth of 0.5 feet bgs in the boring and consisted of clayey sand and sandy clay. The materials ranged from a loose relative density and a stiff to very stiff cohesion.

Auger advancement refusal was encountered during the subsurface field investigation at a depth of 12.6 feet bgs.

### **ROCK**

Rock was encountered during the subsurface investigation at a depth of 12.6 feet bgs. The rock can be described as highly to moderately fractured, slightly weathered, hard limestone.

### **SUBSURFACE WATER**

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

### **FROST PENETRATION**

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

### **CORROSIVITY**

Soil resistivity was performed in accordance with ASTM G187 with a test result of 2.320 ohms-cm.



## FOUNDATION DESIGN SUMMARY

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

### GENERAL SUBSURFACE STRENGTH PARAMETERS

Boring	Depth (bgs)	USCS	Moist/Buoyant Unit Weight (pcf)	Phi Angle (degrees)	Cohesion (psf)
B-1	0.0 – 0.5	TOPSOIL	105	0	0
	0.5 – 1.5	SC	105	30	0
	1.5 – 4.0	CL	110	0	1,250
	4.0 – 9.0	CL	120	0	2,500
	9.0 – 12.6	CL	115	0	2,250
	12.6 – 17.6	LIMESTONE	140	0	12,000

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



## SUBSURFACE STRENGTH PARAMETERS – SHALLOW FOUNDATION

Boring	Dimensions (feet)	Depth (feet bgs)	Net Ultimate Bearing Capacity (psf)
B-1	5.0 x 5.0	3.0	8,640
		4.0	17,890
		5.0	18,500
		6.0	19,120
	10.0 x 10.0	3.0	8,170
		4.0	16,650
		5.0	16,960
		6.0	17,270
	15.0 x 15.0	3.0	8,020
		4.0	16,240
		5.0	16,450
		6.0	16,650
	20.0 x 20.0	3.0	7,940
		4.0	16,040
		5.0	16,190
		6.0	16,350
	25.0 x 25.0	3.0	7,900
		4.0	15,910
		5.0	16,040
		6.0	16,160

- Delta Oaks Group recommends the foundation bear a minimum of 3.0 feet bgs.
- A sliding friction factor of 0.30 can be utilized along the base of the proposed foundation.
- The bearing capacity can be increased by 1/3 for transient loading.
- An Ultimate Passive Pressure Table with a reduction due to frost penetration to a depth of 2.5 feet bgs is presented on the following page.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



## ULTIMATE PASSIVE PRESSURE VS. DEPTH - TOWER FOUNDATION

Soil Layers (feet)		Moist Unit Weight	Phi Angle	Cohesion	PV	KP	Ph
Top	0	105	0	0	0	1	0
Bottom	0.5	105	0	0	52.5	1	26.25
Top	0.5	105	30	0	52.5	3	78.75
Bottom	1.5	105	30	0	157.5	3	236.25
Top	1.5	110	0	1250	157.5	1	1328.75
Bottom	2.5	110	0	1250	267.5	1	1383.75
Top	2.5	110	0	1250	267.5	1	2767.5
Bottom	4	110	0	1250	432.5	1	2932.5
Top	4	120	0	2500	432.5	1	5432.5
Bottom	9	120	0	2500	1032.5	1	6032.5
Top	9	115	0	2250	1032.5	1	5532.5
Bottom	10	115	0	2250	1147.5	1	5647.5





## SUBSURFACE STRENGTH PARAMETERS - DRILLED SHAFT FOUNDATION

Boring	Depth (bgs)	Net Ultimate Bearing Capacity (psf)	Ultimate Skin Friction - Compression (psf)	Ultimate Skin Friction - Uplift (psf)
B-1	0.0 - 3.0	-	-	-
	3.0 - 4.0	21,630	680	680
	4.0 - 9.0	20,640	1,370	1,370
	9.0 - 12.6	74,230	1,230	1,230
	12.6 - 17.6	79,530	4,800	4,800

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



## SUBSURFACE STRENGTH PARAMETERS – SUPPORT STRUCTURE FOUNDATION

Boring	Depth (bgs)	Net Ultimate Bearing Capacity (psf)	Minimum Design Footing Width (ft)	Modulus of Subgrade Reaction (pci)
B-1	2.5	8,110	2.0	250
	3.0	8,430		
	4.0	18,170		500

- Delta Oaks Group recommends utilizing a slab on grade in conjunction with continuous perimeter footings that bear on residual soil or properly compacted structural fill placed in accordance with the recommendations provided in the *CONSTRUCTION* section of this report.
- The slab on grade should be properly reinforced to prevent concrete cracking and shrinkage.
- The foundation should bear a minimum of 2.5 feet bgs.
- A sliding friction factor of 0.30 can be utilized along the base of the proposed foundation.
- An Ultimate Passive Pressure Table is presented on the following page. An appropriate reduction should be considered in accordance with local building code frost penetration depth.
- Delta Oaks Group recommends an appropriate factor of safety be utilized for the design of the foundation.



## ULTIMATE PASSIVE PRESSURE VS. DEPTH – SUPPORT STRUCTURE FOUNDATION

Soil Layers (feet)		Moist Unit Weight	Phi Angle	Cohesion	PV	KP	Ph
Top	0	105	0	0	0	1	0
Bottom	0.5	105	0	0	52.5	1	26.25
Top	0.5	105	30	0	52.5	3	78.75
Bottom	1.5	105	30	0	157.5	3	236.25
Top	1.5	110	0	1250	157.5	1	1328.75
Bottom	2.5	110	0	1250	267.5	1	1383.75
Top	2.5	110	0	1250	267.5	1	2767.5
Bottom	4	110	0	1250	432.5	1	2932.5
Top	4	120	0	2500	432.5	1	5432.5
Bottom	9	120	0	2500	1032.5	1	6032.5
Top	9	115	0	2250	1032.5	1	5532.5
Bottom	10	115	0	2250	1147.5	1	5647.5



## CONSTRUCTION

### **SITE DEVELOPMENT**

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

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

### **STRUCTURAL FILL PLACEMENT**

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

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

### **SHALLOW FOUNDATIONS**

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

## **DRILLED SHAFT FOUNDATIONS**

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

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

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

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



## QUALIFICATIONS

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

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

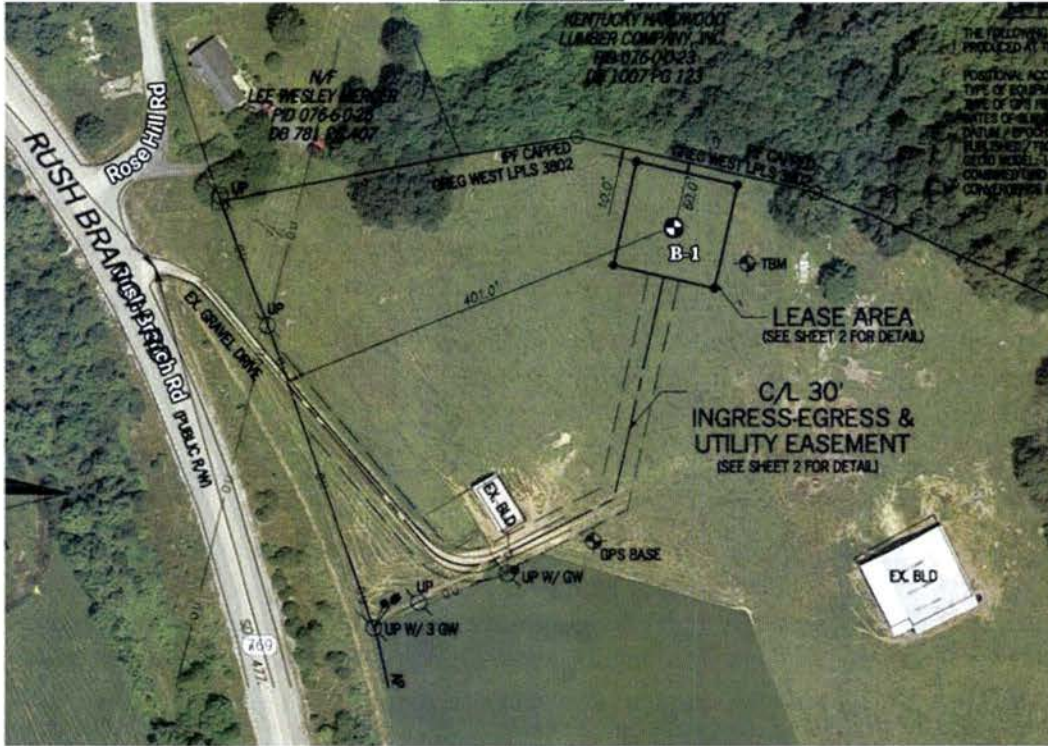
Samples obtained during our subsurface field investigation will be retained by Delta Oaks Group for a period of 30 days unless otherwise instructed by B+T Group. No warranty, expressed or implied, is presented.

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



**APPENDIX**

## BORING PLAN







PROJECT NAME Rose Hill Road (GEO20-07078-08)

CLIENT B+T Group

PROJECT NUMBER KYLEX2047

Boring No.: B-1

PAGE 1 OF 1

PROJECT LOCATION Rose Hill Road, Somerset, Kentucky, 42501

DATE DRILLED : 9/29/2020

DRILLING METHOD : Hollow Stem Auger

GROUND ELEVATION : 947

BORING DEPTH (ft) : 17.6

GROUND WATER LEVELS:

▽ AT TIME OF DRILLING : --- Not Encountered

▼ AT END OF DRILLING : --- Not Encountered

▼ AFTER DRILLING : -- Not Encountered

DEPTH (ft)	MATERIAL DESCRIPTION	SAMPLE TYPE	MATERIAL CLASSIFICATION	Pocket Penetrometer (tsf)	BLOWS 1st	BLOWS 2nd	BLOWS 3rd	N VALUE	▲ SPT N VALUE ▲												
									10	20	30	40	50	60	70	80	90				
0	TOPSOIL																				
	CLAYEY SAND (SC), loose, brown, trace organics, moist		SC		4	4	6	10													
	SANDY LEAN CLAY (CL), stiff, brown, moist		CL		5	4	7	11													
	-- Very stiff				7	8	13	21													
5					8	10	10	20													
10					8	7	10	17													
	LIMESTONE, light gray, highly to moderately fractured, slightly weathered, hard																				
	COMPRESSIVE STRENGTH: 13,320 @ 13.5'																				
15	COMPRESSIVE STRENGTH: 14,770 @ 14.7'																				
	Refusal at 12.6 feet. Bottom of borehole at 17.6 feet.																				
20																					

REC 91%  
RQD 62%

**EXHIBIT H**  
**DIRECTIONS TO WCF SITE**

Driving Directions to Proposed Tower Site:

1. Beginning at 306 E. Mt. Vernon, Somerset, KY, head northeast on E. Mt. Vernon (toward College Street) and travel approximately 0.4 miles.
2. Turn right onto S. Jarvis Avenue and travel approximately 0.7 miles.
3. Continue onto State Highway 769/Rush Branch Road and continue travelling for approximately 1.8 miles.
4. The site is on the left at 2552 Rush Branch Road, Somerset, KY.
5. The site coordinates are
  - a. 37 deg 04 min 00.14 sec N
  - b. 84 deg 34 min 00.87 sec W



Prepared by:  
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**EXHIBIT I**  
**COPY OF REAL ESTATE AGREEMENT**

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Melissa Christine Creekmore, and Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Walter Scott Creekmore, having a mailing address of 1654 Rush Branch Road Somerset, KY 42501, ("**Landlord**") and Uniti Towers LLC, a Delaware limited liability company having a mailing address of 10802 Executive Center Drive, Benton Building, Suite 300, Little Rock AR 72211 ("**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 2552 Rush Branch Rd, in the City/Town of Somerset, County of Pulaski, 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.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment, or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of

this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, 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, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of a threatened foreclosure, 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, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of 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 (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of 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 (5<sup>th</sup>) 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 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 by giving to the other party 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 [REDACTED]

[REDACTED] If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term**".

#### 4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance, [REDACTED] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase [REDACTED] over the Rent paid during the previous year, effective the first day of the month in which the anniversary of the Term Commencement Date occurs.

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

#### 5. **APPROVALS.**

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

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

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

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

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

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended

by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

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

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee [REDACTED]

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 18 Condemnation or Section 19 Casualty.

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

[REDACTED] Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

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

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

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

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

9. **INDEMNIFICATION.**

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

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to



the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### **10. WARRANTIES.**

(a) Each of Tenant and Landlord (to the extent not a natural person) 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) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord ; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

#### **11. ENVIRONMENTAL.**

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

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

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 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, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [REDACTED] per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable 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) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of

such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

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

If to Tenant:                   Uniti Towers LLC  
  Attn: Real Estate  
  10801 Executive Center Drive  
  Shannon Building, Suite 100  
  Little Rock AR 72211  
  501.458.4724

CC:                                   Uniti Towers LLC  
  ATTN: Keith Harvey, Deputy General Counsel  
  10802 Executive Center Drive  
  Benton Building, Suite 300  
  Little Rock AR 72211

For Emergencies:               NOC 1-844-398-9716

If to Landlord:                 Melissa Christine Creekmore  
  1654 Rush Branch Road  
  Somerset KY 42501  
  Telephone: 606-305-4396

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 as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or 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 at no additional

Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.<sup>21</sup>

(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 of this Agreement, Landlord shall provide the Notice address set forth in Section 17 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 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 22(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 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 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.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24b**. 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 Uniti Towers LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

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

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

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

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

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including 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.

(q) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor



stoppages or slowdowns, or other industrial disturbances. The party suffering a force majeure event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

**[SIGNATURES APPEAR ON NEXT PAGE]**

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

**"LANDLORD"**

Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Melissa Christine Creekmore, and Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Walter Scott Creekmore

By: Melissa C. Creekmore

Name: Melissa Christine Creekmore

Its: Successor Trustee of the Creekmore Family Revocable Trust F/B/O Melissa Christine Creekmore

Date: 4/10/20

By: Melissa C. Creekmore

Name: Melissa Christine Creekmore

Its: Successor Trustee of the Creekmore Family Revocable Trust F/B/O Walter Scott Creekmore

Date: \_\_\_\_\_

**"TENANT"**

Uniti Towers LLC

By: Guig Mayas

Print Name: Guig Mayas

Its: VP-Real Estate

Date: 4-27-2020

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

STATE OF ARKANSAS

COUNTY OF PULASKI

On the 27<sup>th</sup> day of April, 2020 before me personally appeared Ginger Mays, who acknowledged under oath that he/ she is the VP Real Estate of Uniti Towers LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Constance F. Helmich  
Notary Public: Constance F. Helmich  
My Commission Expires: 7-2-2023

**LANDLORD ACKNOWLEDGMENT**

STATE OF Kentucky

COUNTY OF Pulaski

BE IT REMEMBERED, that on this 10 day of April, 2020 before me, the subscriber, a person authorized to take oaths in the State of Kentucky, personally appeared **Melissa Christine Creekmore** who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Amy B. Hansford  
Notary Public: Amy Hansford-568857  
My Commission Expires: 12-10-2020



## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 5

to the Option and Lease Agreement dated April 27, 2020 by and between Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Melissa Christine Creekmore, and Melissa Christine Creekmore, Successor Trustee of the Creekmore Family Revocable Trust F/B/O Walter Scott Creekmore, as Landlord, and Uniti Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Pulaski County, Kentucky

BEGINNING on a beech and sugar tree; thence S. E. with the old Coal Bank Road to a beech; thence S. E. to a large blacked white oak; thence S. E. to a hickory; thence N. E. to three walnuts; thence N. E. to a stone in G. H. Waddle's line to a white oak; thence S. W. 22 poles to a stone; about half way between the said Colyer's barn and G. H. Waddle's dwelling house; thence S. E. to the beginning, containing 24 acres be the same more or less.

THERE IS EXCEPTED FROM THE FOREGOING property and retained herein by the party of the first part, the following described real property, to-Wit:

BEGINNING at the Rose Road intersection and the Rush Branch Road (Ky. 769); thence in a S. W. direction along Rose Road 500 more or less to an iron pin in South right of way of Rose Road, and center of farm lane; thence S 37 degrees 35' 30" E 460.75 feet to an iron pin; said mention line having roadway six feet each side for egress to property; thence S 66 degrees 04' 45" W 6.45' to an iron pin; corner of this survey; thence N 38 degrees 00' W 162.22 feet to an iron pin; corner of survey; thence S 66 degrees 02' 30" W 74.22 feet to an iron pin; thence S 15 degrees 32' 00" E 159.00 feet to an iron pin; thence N 66 degrees 04' 45" E 136.88 feet to an iron pin and place of beginning; containing 0.46 acres by actual survey; surveyed by J. D. Stigall, January 17, 1987 LS 1185.

TOGETHER WITH AND SUBJECT TO the right of way for ingress and egress and road maintenance as set forth in Deed recorded January 23, 2015 in Deed Book 0925, Page 423.

AND BEING the same property conveyed to Walter Creekmore from Lois Hughes, an unmarried widow by Deed dated February 11, 1987 and recorded February 12, 1987 in Deed Book 455, Page 407; FURTHER CONVEYED to Creekmore Family Revocable Trust, by and through its Trustees, Walter N. Creekmore and Mary Rose Creekmore from Walter Creekmore and Mary Creekmore by Deed of Conveyance dated April 7, 2011 and recorded April 7, 2011 in Deed Book 0868, Page 259; AND FURTHER CONVEYED to Walter Scott Creekmore and Melissa Christine Creekmore, Co-Trustees of Creekmore Family Revocable Trust F/B/O Melissa Christine Creekmore, and Walter Scott Creekmore and Melissa Christine Creekmore, and Walter Scott Creekmore and Melissa Christine Creekmore, Co-Trustees of Creekmore Family Revocable Trust F/B/O Walter Scott Creekmore from Walter Creekmore and Melissa Christine Creekmore, successor Co-Trustees of Creekmore Family Revocable Trust dated February 16, 2011 by Deed of Conveyance dated December 15, 2014 and recorded January 23, 2015 in Deed Book 0925, Page 423.

Tax Parcel No. 076-6-0-24

The Premises are described and/or depicted as follows:

#### LEASE AREA

All that tract or parcel of land lying and being in Pulaski County, Kentucky, and being part of the lands of Walter Scott Creekmore and Melissa Christine Creekmore, Co-Trustees of Creekmore Family Revocable Trust f/b/o Melissa Christine Creekmore and Walter Scott Creekmore and Melissa Christine Creekmore, Co-Trustees of Creekmore Family Revocable Trust f/b/o Walter Scott Creekmore, as recorded in Deed Book 925, Page 423, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a concrete monument found at the easterly right-of-way line of Rush Branch Road, said concrete monument found having a Kentucky Grid North, NAD83, Single Zone Value of N: 3550082.7608, E: 5266000.8642 and marking the southwest corner of the lands of Lee Wesley Mercer, as recorded in Deed Book 781 Page 407; thence running along a tie line, North 80°02'44" East, 350.08 feet to a rebar found (Capped: Greg West LPLS 3802), having Kentucky Grid North, NAD83, Single Zone Value of N: 3550143.2776, E: 5266345.6770; thence running along a tie line, South 67°51'25" East, 62.27 feet to a point and the true POINT OF BEGINNING; Thence, South

77°07'00" East, 100.00 feet to a point, said point being North 84°44'13" West, 75.39 feet from a rebar found (Capped: Greg West LPLS 3802); Thence, South 12°53'00" West, 100.00 feet to a point; Thence, North 77°07'00" West, 100.00 feet to a point; Thence, North 12°53'00" East, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on Kentucky Grid North, NAD83, Single Zone.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Uniti Towers, LLC by POINT TO POINT LAND SURVEYORS, INC. dated January 22, 2020, and last revised on January 27, 2020.

### **30' INGRESS-EGRESS & UTILITY EASEMENT**

Together with a 30-foot wide Ingress-Egress and Utility Easement (lying 15 feet each side of centerline) lying and being in Pulaski County, Kentucky, and being part of the lands of Walter Scott Creekmore and Melissa Christine Creekmore, Co-Trustees of Creekmore Family Revocable Trust f/b/o Melissa Christine Creekmore and Walter Scott Creekmore and Melissa Christine Creekmore, Co-Trustees of Creekmore Family Revocable Trust f/b/o Walter Scott Creekmore, as recorded in Deed Book 925, Page 423, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a concrete monument found at the easterly right-of-way line of Rush Branch Road, said concrete monument found having a Kentucky Grid North, NAD83, Single Zone Value of N: 3550082.7608, E: 5266000.8642 and marking the southwest corner of the lands of Lee Wesley Mercer, as recorded in Deed Book 781 Page 407; thence running along a tie line, North 80°02'44" East, 350.08 feet to a rebar found (Capped: Greg West LPLS 3802), having Kentucky Grid North, NAD83, Single Zone Value of N: 3550143.2776, E: 5266345.6770; thence running along a tie line, South 67°51'25" East, 62.27 feet to a point on the Lease Area; thence running along said Lease Area, South 77°07'00" East, 100.00 feet to a point, said point being North 84°44'13" West, 75.39 feet from a rebar found (Capped: Greg West LPLS 3802); thence, South 12°53'00" West, 100.00 feet to a point; thence, North 77°07'00" West, 50.00 feet to a point and the true POINT OF BEGINNING; Thence leaving said Lease Area and running, South 12°53'00" West, 216.38 feet to a point; Thence, South 63°38'22" West, 129.02 feet to a point; Thence, 72.35 feet along the arc of a curve to the right, having a radius of 55.00 feet and being scribed by a chord bearing, North 78°40'30" West, 67.25 feet to a point; Thence, North 40°59'22" West, 202.98 feet to the ENDING at a point on the easterly right-of-way line of Rush Branch Road.

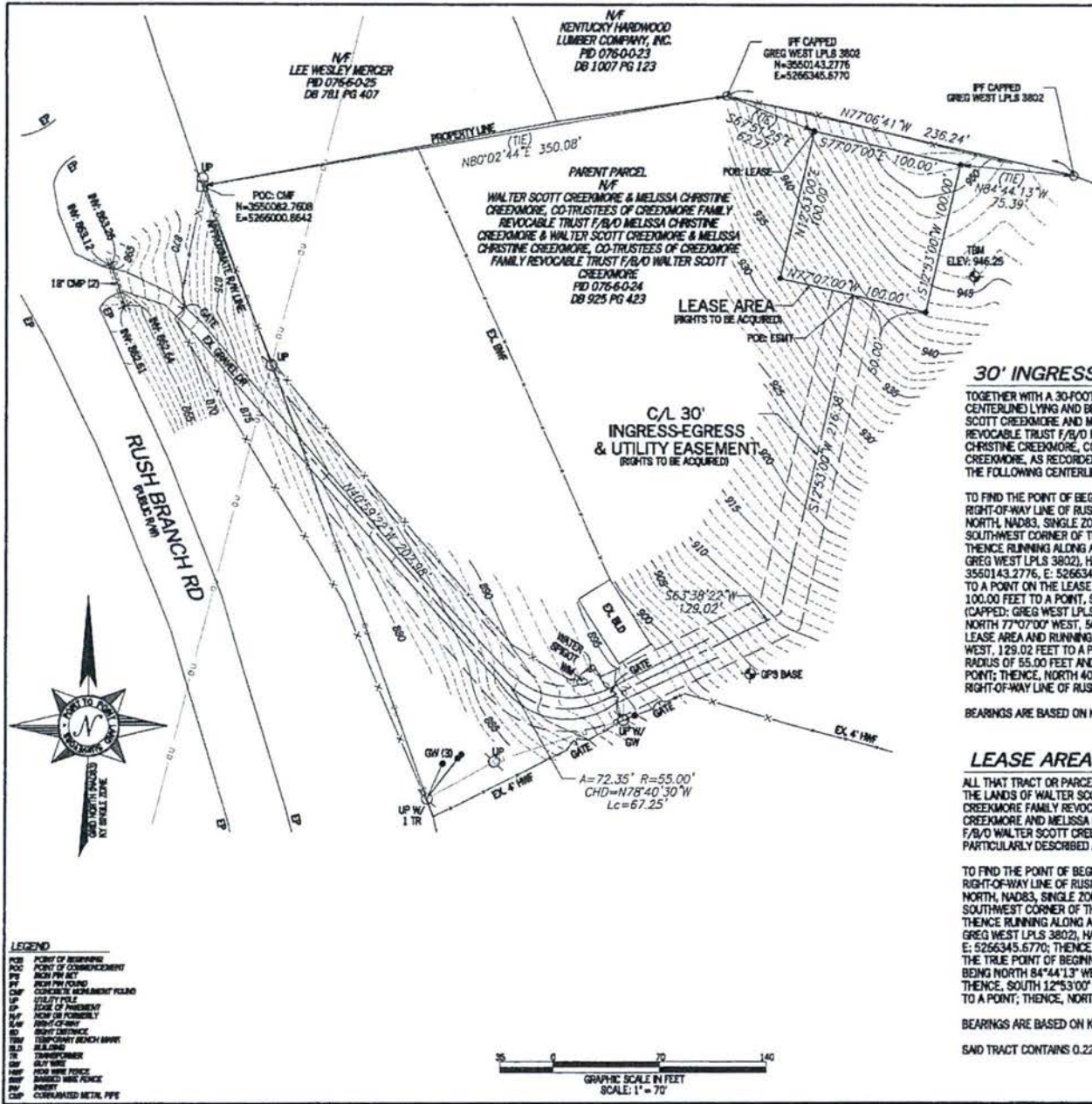
Bearings are based on Kentucky Grid North, NAD83, Single Zone.

As shown in a survey prepared for Uniti Towers, LLC by POINT TO POINT LAND SURVEYORS, INC. dated January 22, 2020, and last revised on January 27, 2020.

#### **Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.





**SITE INFORMATION**

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)  
 LATITUDE = 37°04'00.14" DMD 83 (37.066706°)  
 LONGITUDE = -84°34'00.87" DMD 83 (-84.566908°)  
 AT CENTER OF LEASE AREA  
 ELEVATION AT CENTER OF LEASE AREA = 946.5' A.M.S.L.

**30' INGRESS-EGRESS & UTILITY EASEMENT**

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING 15 FEET EACH SIDE OF CENTERLINE LYING AND BEING IN PULASKI COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, AS RECORDED IN DEED BOOK 925, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE EASTERLY RIGHT-OF-WAY LINE OF RUSH BRANCH ROAD, SAID CONCRETE MONUMENT FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550082.7608, E: 5266000.8642 AND MARKING THE SOUTHWEST CORNER OF THE LANDS OF LEE WESLEY MERCER, AS RECORDED IN DEED BOOK 781, PAGE 407; THENCE RUNNING ALONG A TIE LINE, NORTH 80°02'44" EAST, 350.08 FEET TO A REBAR FOUND (CAPPED): GREG WEST LPLS 3802, HAVING KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550143.2776, E: 5266345.6770; THENCE RUNNING ALONG A TIE LINE, SOUTH 67°51'25" EAST, 62.27 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, SOUTH 77°07'00" EAST, 100.00 FEET TO A POINT, SAID POINT BEING NORTH 84°44'13" WEST, 75.39 FEET FROM A REBAR FOUND (CAPPED): GREG WEST LPLS 3802; THENCE, SOUTH 12°53'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°07'00" WEST, 50.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID LEASE AREA AND RUNNING, SOUTH 12°53'00" WEST, 216.38 FEET TO A POINT; THENCE, SOUTH 63°38'22" WEST, 129.02 FEET TO A POINT; THENCE, 72.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 78°40'30" WEST, 67.25 FEET TO A POINT; THENCE, NORTH 40°59'22" WEST, 202.98 FEET TO THE ENDING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RUSH BRANCH ROAD.

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

**LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PULASKI COUNTY, KENTUCKY, AND BEING PART OF THE LANDS OF WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE, AS RECORDED IN DEED BOOK 925, PAGE 423, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE MONUMENT FOUND AT THE EASTERLY RIGHT-OF-WAY LINE OF RUSH BRANCH ROAD, SAID CONCRETE MONUMENT FOUND HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550082.7608, E: 5266000.8642 AND MARKING THE SOUTHWEST CORNER OF THE LANDS OF LEE WESLEY MERCER, AS RECORDED IN DEED BOOK 781, PAGE 407; THENCE RUNNING ALONG A TIE LINE, NORTH 80°02'44" EAST, 350.08 FEET TO A REBAR FOUND (CAPPED): GREG WEST LPLS 3802, HAVING KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N: 3550143.2776, E: 5266345.6770; THENCE RUNNING ALONG A TIE LINE, SOUTH 67°51'25" EAST, 62.27 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 77°07'00" EAST, 100.00 FEET TO A POINT, SAID POINT BEING NORTH 84°44'13" WEST, 75.39 FEET FROM A REBAR FOUND (CAPPED): GREG WEST LPLS 3802; THENCE, SOUTH 12°53'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 77°07'00" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 12°53'00" EAST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

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

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

(SUBMIT NOT VALID WITHOUT SHEETS 1 & 3 OF 3)

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

NO.	DATE	REVISION
1	01-27-2020	ADDED TITLE .AND

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



SPECIFIC PURPOSE SURVEY PREPARED FOR:



ROSE HILL ROAD

SITE NO.  
 KYLEX2047

PULASKI COUNTY, KENTUCKY

DRAWN BY: ANG	SHEET:
CHECKED BY: JML	2
APPROVED: D. MILLER	
DATE: JANUARY 22, 2020	
P2P JOB #. 200035KY	OF 3

## LEGAL DESCRIPTION SHEET

### TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ISSUE DATE OF JANUARY 23, 2020, BEING ORDER NO. 305776911, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

2. ENCUMBRANCE REFERRED IN DEED RECORDED ON JANUARY 23, 2015 IN DEED BOOK 0925, PAGE 423.

IT/HS ITEM AFFECTS THE PARENT PARCEL, BUT DOES NOT CONTAIN A PLOTTABLE DESCRIPTION

### PARENT PARCEL

(AS PROVIDED IN TITLE ORDER NO. 305776911)

PROPERTY LOCATED IN PULASKI COUNTY, KENTUCKY

BEGINNING ON A BEECH AND SUGAR TREE; THENCE S. E. WITH THE OLD COAL BANK ROAD TO A BEECH; THENCE S. E. TO A LARGE BLACKED WHITE OAK; THENCE S. E. TO A HICKORY; THENCE N. E. TO THREE WALNUTS; THENCE N. E. TO A STONE IN G. H. WADDLE'S LINE TO A WHITE OAK; THENCE S. W. 22 POLES TO A STONE, ABOUT HALF WAY BETWEEN THE SAID COLVER'S BARN AND G. H. WADDLE'S DWELLING HOUSE; THENCE S. E. TO THE BEGINNING, CONTAINING 24 ACRES BE THE SAME MORE OR LESS, THERE IS EXCEPTED FROM THE FOREGOING PROPERTY AND RETAINED HEREIN BY THE PARTY OF THE FIRST PART, THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

BEGINNING AT THE ROSE ROAD INTERSECTION AND THE RUSH BRANCH ROAD (BY. 769); THENCE IN A S. W. DIRECTION ALONG ROSE ROAD 500 MORE OR LESS TO AN IRON PIN IN SOUTH RIGHT OF WAY OF ROSE ROAD, AND CENTER OF FARM LANE; THENCE S 37 DEGREES 35' 30" E 460.75 FEET TO AN IRON PIN; SAID MENTION LINE HAVING ROADWAY SIX FEET EACH SIDE FOR EGRESS TO PROPERTY; THENCE S 66 DEGREES 04' 45" W 6.49' TO AN IRON PIN; CORNER OF THIS SURVEY; THENCE N 38 DEGREES 00' W 162.22 FEET TO AN IRON PIN; CORNER OF SURVEY; THENCE S 66 DEGREES 02' 30" W 74.22 FEET TO AN IRON PIN; THENCE S 15 DEGREES 32' 00" E 159.00 FEET TO AN IRON PIN; THENCE N 66 DEGREES 04' 45" E 136.88 FEET TO AN IRON PIN AND PLACE OF BEGINNING; CONTAINING 0.46 ACRES BY ACTUAL SURVEY; SURVEYED BY J. D. STIGALL, JANUARY 17, 1987 LS 1185.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF WAY FOR INGRESS AND EGRESS AND ROAD MAINTENANCE AS SET FORTH IN DEED RECORDED JANUARY 23, 2015 IN DEED BOOK 0925, PAGE 423.

AND BEING THE SAME PROPERTY CONVEYED TO WALTER CREEKMORE FROM LOIS HUGHES, AN UNMARRIED WIDOW BY DEED DATED FEBRUARY 11, 1987 AND RECORDED FEBRUARY 12, 1987 IN DEED BOOK 455, PAGE 407; FURTHER CONVEYED TO CREEKMORE FAMILY REVOCABLE TRUST, BY AND THROUGH ITS TRUSTEES, WALTER N. CREEKMORE AND MARY ROSE CREEKMORE FROM WALTER CREEKMORE AND MARY CREEKMORE BY DEED OF CONVEYANCE DATED APRIL 7, 2011 AND RECORDED APRIL 7, 2011 IN DEED BOOK 0868, PAGE 259; AND FURTHER CONVEYED TO WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O MELISSA CHRISTINE CREEKMORE, AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, AND WALTER SCOTT CREEKMORE AND MELISSA CHRISTINE CREEKMORE, CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST F/B/O WALTER SCOTT CREEKMORE FROM WALTER CREEKMORE AND MELISSA CHRISTINE CREEKMORE, SUCCESSOR CO-TRUSTEES OF CREEKMORE FAMILY REVOCABLE TRUST DATED FEBRUARY 16, 2011 BY DEED OF CONVEYANCE DATED DECEMBER 15, 2014 AND RECORDED JANUARY 23, 2015 IN DEED BOOK 0925, PAGE 423.

TAX PARCEL NO. 076-6-02

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

NO.	DATE	REVISION
1	01-27-2020	ADDED TITLE - ANG

\* SPECIFIC PURPOSE SURVEY PREPARED BY:

**POINT TO POINT  
LAND SURVEYORS**

100 Governors Trace, Ste. 103  
Peachtree City, GA 30269  
(p) 678.565.4440 (f) 678.565.4497  
(w) pointtopointsurvey.com



SPECIFIC PURPOSE SURVEY PREPARED FOR:

 **Uniti**  
Towers

ROSE HILL ROAD  
SITE NO.  
KYLEX2047

PULASKI COUNTY, KENTUCKY

DRAWN BY: ANG	SHEET:
CHECKED BY: JKL	<b>3</b>
APPROVED: D. MILLER	
DATE: JANUARY 22, 2020	
P2P JOB #: 2000135KY	OF 3

(SURVEY NOT VALID WITHOUT SHEET 1 & 2 OF 3)

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**EXHIBIT 12**

**STANDARD ACCESS LETTER**

**[FOLLOWS ON NEXT PAGE]**

**Melissa Christine Creekmore, Successor Trustee of the Creekmore Family  
Revocable Trust F/B/O Melissa Christine Creekmore, and Melissa Christine  
Creekmore, Successor Trustee of the Creekmore Family Revocable Trust  
F/B/O Walter Scott Creekmore  
1654 Rush Branch Road  
Somerset KY 42501  
Telephone: 606-305-4396**

March 16, 2020

Building Staff / Security Staff  
Landlord, Lessee, Licensee

Re: Authorized Access granted to UNITI Towers LLC  
Dear Building and Security Staff,

Please be advised that we have signed a lease with UNITI Towers LLC permitting UNITI Towers LLC to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant UNITI Towers LLC 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, UNITI Towers LLC representatives may be seeking access to the property outside of normal business hours. UNITI Towers LLC representatives have been instructed to keep noise levels at a minimum during their visit.

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

  
Landlord Signature

**EXHIBIT J**  
**NOTIFICATION LISTING**

## Rose Hill Road – Notice List

Creekmore Family Rev TR FBO Melissa & Walter Creekmore  
c/o Melissa Creekmore  
1654 Rush Branch Rd  
Somerset, KY 42501

Mercer Lee Wesley  
20 Rose Hill Rd  
Somerset, KY 42501

Kentucky Hardwood Lumber Company Inc  
PO Box 983  
Somerset, KY 42502

Haynes Glenda  
36 Rose Hill Rd  
Somerset, KY 42501

Cornett Jack Wayne & Denetta Kaye  
320 Halcomb Dr  
Somerset, KY 42501

Halcomb L R General Contracting Inc  
652 Prather Dr  
Nancy, KY 42544

Wilds Executive Properties LLC  
3311 S Hwy 27 Ste 9  
Somerset, KY 42501

Loveless Bobby G  
2770 Rush Branch Rd  
Somerset, KY 42501

Loveless Bobby & Mary  
2770 Rush Branch Rd  
Somerset, KY 42502

Denham Billy Jr & Sarah  
1116 Clay Hill Rd  
Somerset, KY 42501

Denham Aaron & Lasanda  
1354 Hall Ridge Rd  
Science Hill, KY 42553

Denham Roy Harold & Drucilla J  
7814 Grand Cascade Dr  
Louisville, KY 40228

Denham Kenneth F & Carolyn  
255 K and D Farm Rd  
Somerset, KY 42503

Thomas Rentals of Somerset LLC  
c/o Elaine Thomas  
20 N Frank Denham Rd  
Somerset, KY 42501

Hill Charles Robert Jr  
245 Sampson Ln  
Barbourville, KY 40906

**EXHIBIT K**  
**COPY OF PROPERTY OWNER NOTIFICATION**



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

**Notice of Proposed Construction of  
Wireless Communications Facility  
Site Name: Elihu Relo / Rose Hill Road**

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility and Uniti Tower LLC, a Delaware limited liability company have filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 2552 Rush Branch Road, Somerset, KY 42501 (37° 04' 00.14" North latitude, 84° 34' 00.87" West longitude). The proposed facility will include a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00351 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,  
David A. Pike  
Attorney for Applicants

enclosures

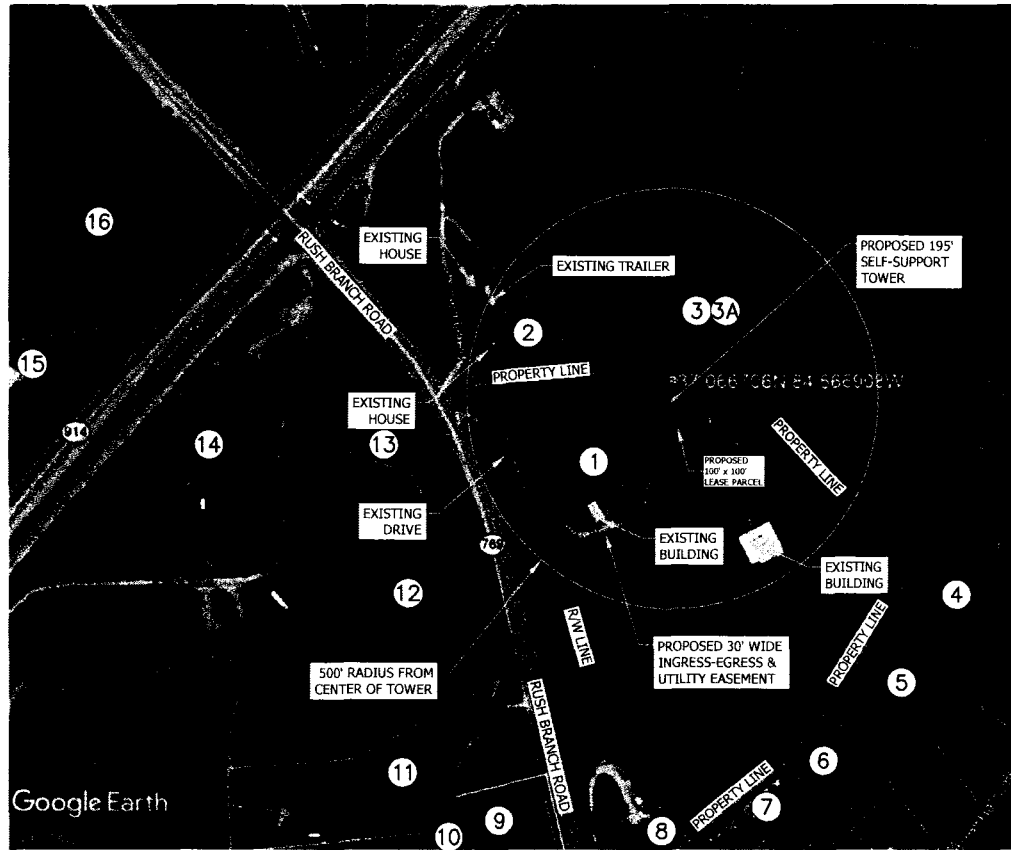
Driving Directions to Proposed Tower Site:

1. Beginning at 306 E. Mt. Vernon, Somerset, KY, head northeast on E. Mt. Vernon (toward College Street) and travel approximately 0.4 miles.
2. Turn right onto S. Jarvis Avenue and travel approximately 0.7 miles.
3. Continue onto State Highway 769/Rush Branch Road and continue travelling for approximately 1.8 miles.
4. The site is on the left at 2552 Rush Branch Road, Somerset, KY.
5. The site coordinates are
  - a. 37 deg 04 min 00.14 sec N
  - b. 84 deg 34 min 00.87 sec W



Prepared by:  
Aaron L. Roof  
Pike Legal Group PLLC  
1578 Highway 44 East, Suite 6  
PO Box 369  
Shepherdsville, KY 40165-0369  
Telephone: 502-955-4400 or 800-516-4293





1 500' RADIUS & ADJOINER'S DRAWING  
 SCALE: 0' 150' 300' 450' 600' 1" = 300'



#	OWNER	ADDRESS	PID	REF
1	CREEKMORE FAMILY REV TR FBO MELISSA & WALTER CREEKMORE	1654 RUSH BRANCH ROAD SOMERSET, KY 42501	076-6-0-24	DB 925 PG 423
2	WESLEY LEE MERCER	20 ROSE HILL ROAD SOMERSET, KY 42501	076-6-0-25	DB 781 PG 407
3	KENTUCKY HARDWOOD LUMBER COMPANY INC.	P.O. BOX 983 SOMERSET, KY 42502	076-0-0-23	DB 1007 PG 123
3A	GLENDAY HAYNES	36 ROSE HILL RD SOMERSET, KY 42501	076-0-0-23MH01	DB 999 PG 001
4	JACK & DENETTA CORNETT	320 HALCOMB DRIVE SOMERSET, KY 42501	076-0-0-14.8	DB 767 PG 509
5	HALCOMB L R GENERAL CONTRACTING INC	652 PRATHER DRIVE NANCY, KY 42544	076-6-0-21.1	DB 726 PG 528
6	WILDS EXECUTIVE PROPERTIES LLC	3311 S HWY 27 STE 9 SOMERSET, KY 42501	076-6-0-21	DB 956 PG 016
7	BOBBY G. LOVELESS	2770 RUSH BRANCH ROAD SOMERSET, KY 42501	076-6-0-22.1	DB 924 PG 017
8	BOBBY & MARY LOVELESS	1116 CLAY HILL ROAD SOMERSET, KY 42502	076-6-0-22	DB 465 PG 150
9	BOBBY & MARY LOVELESS	2770 RUSH BRANCH RD SOMERSET, KY 42502	077-4-0-02	DB 497 PG 360
10	BILLY JR & SARAH DENHAM	1116 CLAY HILL ROAD SOMERSET, KY 42501	077-4-0-02.1	DB 912 PG 146
11	AARON & LASANDA DENHAM	1354 HALL RIDGE RD SCIENCE HILL, KY 42553	077-4-0-02.2	DB 969 PG 688
12	AARON & LASHANDA DENHAM	1354 HALL RIDGE RD SCIENCE HILL, KY 42553	077-0-0-08	DB 981 PG 139
13	ROY HAROLD & DRUCILLA J DENHAM	7814 GRAND CASCADE DR LOUISVILLE, KY 40228	076-6-0-19	DB 514 PG 589
14	KENNETH F & CAROLYN DENHAM	255 K AND D FARM RD SOMERSET, KY 42503	076-6-0-16	DB 453 PG 298
15	THOMAS RENTALS OF SOMERSET LLC	20 N FRANK DENHAM RD SOMERSET, KY 42501	076-6-0-17	DB 928 PG 028
16	CHARLES ROBERT HILL JR	245 SAMPSON LN BARBOURVILLE, KY 40906	076-6-0-16.5	DB 956 PG 447

NOTE:

1. PVA INFORMATION WAS OBTAINED ON 10/14/2020 FROM THE OFFICIAL RECORDS OF THE COUNTY'S PROPERTY VALUATION ADMINISTRATOR.
2. THIS MAP IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



UNIT TOWERS  
 ROSE HILL ROAD  
 FA# 15145551  
 PACE# MRTN K047957  
 PT# 10153686  
 2552 RUSH BRANCH ROAD  
 SOMERSET, KY 42501  
 PULASKI COUNTY  
 PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO:	G0137339		
CHECKED BY:	DLS		
ISSUED FOR:			
REV	DATE	DRAWN	DESCRIPTION
A	08/25/20	DLS	REVIEW
B	10/15/20	MAS	REVIEW
C	10/23/20	MAS	SUBMITTAL

B&T ENGINEERING, INC.  
 E-1 403  
 Expires 12/31/20



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

500' RADIUS & ADJOINER'S DRAWING

SHEET NUMBER:  
**C-1**



CALL KENTUCKY ONE CALL  
 (800) 752-6007  
 CALL 3 WORKING DAYS  
 BEFORE YOU DIG!



**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**

Stephen B. Kelley  
County Judge Executive  
P.O. Box 712  
Somerset, KY 42502

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2020-00351  
Site Name: Elihu Relo / Rose Hill Road

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility and Uniti Tower LLC, a Delaware limited liability company have filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 2552 Rush Branch Road, Somerset, KY 42501 (37° 04' 00.14" North latitude, 84° 34' 00.87" West longitude). The proposed facility will include a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet, plus related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00351 in any correspondence sent in connection with this matter.

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

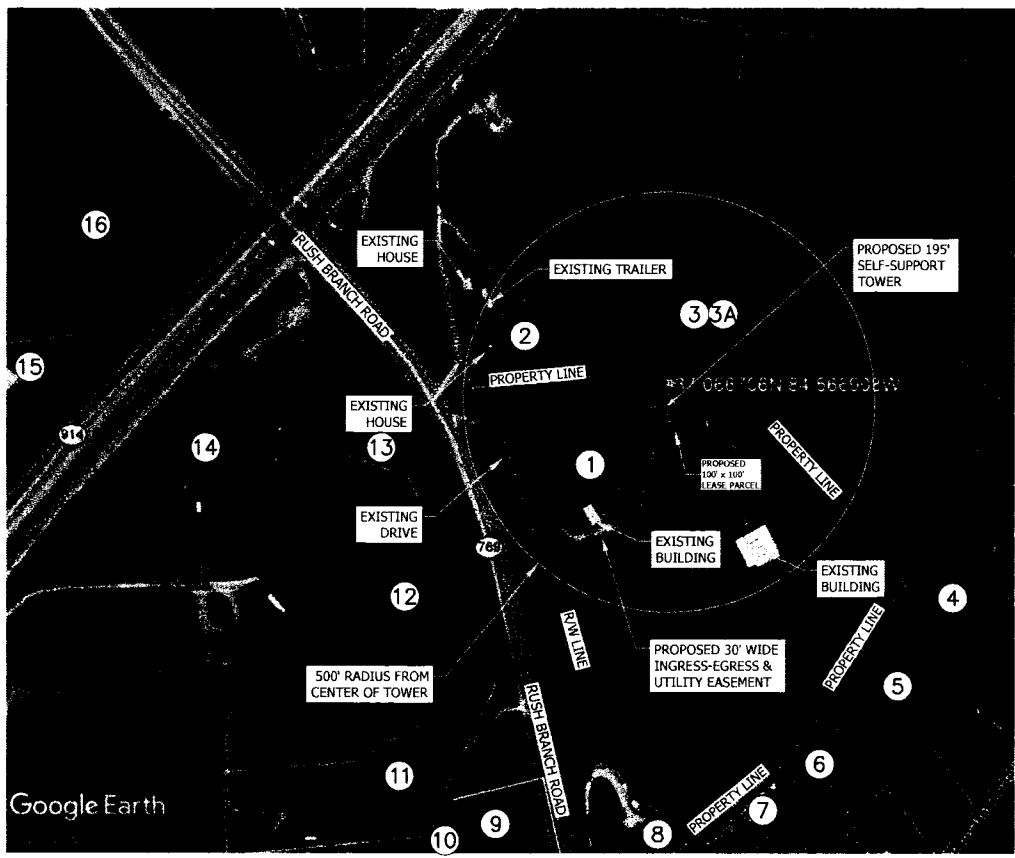
Sincerely,  
David A. Pike  
Attorney for Applicants  
enclosures

Driving Directions to Proposed Tower Site:

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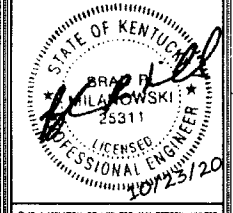
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UNITE TOWERS  
**ROSE HILL ROAD**  
 P.A.# 15145551  
 P.A.C.H. M/T/N/K/047957  
 P.T.# 10153686  
 2550 RUSH BRANCH ROAD  
 SOMERSET, KY 42501  
 PULASKI COUNTY  
 PROPOSED 195' SELF-SUPPORT TOWER

PROJECT NO:	G0137339		
CHECKED BY:	DLS		
ISSUED FOR:			
REV	DATE	DRWN	DESCRIPTION
A	08/25/20	DLS	REVIEW
B	10/15/20	MAS	REVIEW
C	10/23/20	MAS	SUBMITTAL

B&T ENGINEERING, INC.  
 E-1403  
 Expires 12/31/20



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500' RADIUS & ADJOINER'S DRAWING

SHEET NUMBER:  
**C-1**

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 SCALE: 0' 150' 300' 450' 600' 1"=300'



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 (800) 752-6007  
 CALL 3 WORKING DAYS  
 BEFORE YOU DIG!



C:\Users\j\OneDrive\Documents\Drawings\1 - 248 - 10800016.dwg, 10/23/2020, 4:19pm

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

**SITE NAME: ROSE HILL RD / ELIHU RELO**  
**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 and Uniti Tower LLC, a Delaware limited liability company propose 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 2020-00351 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility and Uniti Tower LLC, a Delaware limited liability company propose 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 2020-00351 in your correspondence.



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Phone (502) 955-4400 or (800) 516-4293  
Fax (502) 543-4410 or (800) 541-4410

VIA TELEPHONE: (606) 451-4905  
VIA EMAIL: [news@somerset-kentucky.com](mailto:news@somerset-kentucky.com)

Somerset Commonwealth Journal  
110-112 E. Mt. Vernon Street  
Somerset, KY 42501

RE: Legal Notice Advertisement  
Site Name: Rose Hill Road / Elihu Relo

Dear Somerset Commonwealth Journal:

Please publish the following legal notice advertisement in the next edition of *The Somerset Commonwealth Journal*:

#### NOTICE

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

Sincerely,  
Aaron L. Roof  
Pike Legal Group, PLLC



**EXHIBIT N**  
**COPY OF RADIO FREQUENCY DESIGN SEARCH AREA**

