

**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.: 2020-00354  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF WAYNE )

SITE NAME: MONTICELLO NORTH RELO / KATLINS WAY

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility 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 Old Highway 90, Monticello, KY 42633 (36° 51' 44.48" North latitude, 84° 49' 45.00" 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 Conley Gregory and Sara Beth Gregory, both having an undivided one-half (1/2) interest in the property pursuant to deeds recorded at Deed Book 199, Page 302 and Deed Book 351, Page 690 in the office of the County Clerk. The proposed WCF will consist of a 155-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 165-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 application submitted to the Kentucky Airport Zoning Commission ("KAZC") for the proposed construction 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 a mix of commercial and residential uses.

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,



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

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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**

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

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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:
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> profit corporation (KRS 271B). | <input type="checkbox"/> nonprofit corporation (KRS 273).                | <input type="checkbox"/> professional service corporation (KRS 274).       |
| <input type="checkbox"/> business trust (KRS 386).      | <input checked="" type="checkbox"/> limited liability company (KRS 275). | <input type="checkbox"/> professional limited liability company (KRS 275). |
| <input type="checkbox"/> 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):

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

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 this 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)

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

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

Tristan Emrich Signature of Registered Agent  
 Tristan Emrich Printed Name  
 Assistant Secretary Title  
 12/30/2016 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)

Handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

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

<b>Call Sign</b> KNKN666	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA447	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

FCC Registration Number (FRN): 0003291192

<b>Market Name</b> Kentucky 5 - Barren				
<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>

**Site Information:**

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	37-10-00.0 N	085-18-37.0 W	282.5	291.4	1062332

Address: 1210 Cane Valley Road (94238)  
City: Columbia County: ADAIR 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)	180.300	151.200	132.800	140.500	155.800	172.800	186.200	183.500
Transmitting ERP (watts)	250.037	98.154	10.266	2.559	0.527	0.738	12.510	102.333

**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)	180.300	151.200	132.800	140.500	155.800	172.800	186.200	183.500
Transmitting ERP (watts)	1.408	30.262	153.476	217.337	49.025	5.207	1.772	0.660

**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)	180.300	151.200	132.800	140.500	155.800	172.800	186.200	183.500
Transmitting ERP (watts)	2.948	0.454	0.942	4.366	59.310	210.546	155.347	22.706

**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: KNKN666

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
8	36-43-12.0 N	084-28-13.0 W	409.3	91.1	1042231

Address: 100 Manor Circle (94260)

City: Whitley City County: MCCREARY 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)	123.400	147.100	135.800	109.800	103.700	143.600	127.300	165.300
Transmitting ERP (watts)	244.175	220.925	36.790	4.400	1.072	1.113	3.637	56.485

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)	123.400	147.100	135.800	109.800	103.700	143.600	127.300	165.300
Transmitting ERP (watts)	2.526	8.109	37.053	64.172	73.466	23.019	4.143	0.935

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)	123.400	147.100	135.800	109.800	103.700	143.600	127.300	165.300
Transmitting ERP (watts)	13.438	3.125	0.649	0.912	15.291	122.113	297.793	117.856

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	36-56-36.9 N	086-00-52.2 W	218.8	91.1	1063506

Address: 638 GRAHAM ROAD (87368)

City: GLASGOW County: BARREN 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)	76.900	78.700	69.100	74.800	91.600	116.000	101.800	89.500
Transmitting ERP (watts)	138.618	59.574	7.477	1.200	0.283	0.661	10.185	66.521

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)	76.900	78.700	69.100	74.800	91.600	116.000	101.800	89.500
Transmitting ERP (watts)	2.142	19.146	94.547	124.562	33.322	3.559	0.817	0.257

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)	76.900	78.700	69.100	74.800	91.600	116.000	101.800	89.500
Transmitting ERP (watts)	2.434	0.360	0.244	4.119	40.205	121.384	90.927	17.264

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN666

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	36-48-31.1 N	084-50-43.5 W	466.6	61.0	1004214

Address: 6565 MORRIS HILL ROAD (87856)

City: MONTICELLO County: WAYNE 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)	216.900	160.100	180.400	174.000	158.000	164.800	204.700	214.300
Transmitting ERP (watts)	159.083	70.430	5.874	0.769	0.334	0.371	9.558	76.538

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)	216.900	160.100	180.400	174.000	158.000	164.800	204.700	214.300
Transmitting ERP (watts)	1.547	33.128	166.094	241.154	55.397	5.855	1.952	0.731

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)	216.900	160.100	180.400	174.000	158.000	164.800	204.700	214.300
Transmitting ERP (watts)	1.611	0.321	0.293	4.972	42.968	145.725	111.912	13.218

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	36-53-52.1 N	084-47-02.5 W	353.6	94.2	1238700

Address: ROUTE 5, BOX 9516 (87058)

City: Monticello County: WAYNE 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)	153.300	160.500	119.100	104.500	62.300	124.200	155.000	148.700
Transmitting ERP (watts)	151.264	65.591	5.815	0.740	0.328	0.344	9.075	72.988

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)	153.300	160.500	119.100	104.500	62.300	124.200	155.000	148.700
Transmitting ERP (watts)	2.029	20.018	108.704	142.806	33.266	2.825	0.395	0.478

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)	153.300	160.500	119.100	104.500	62.300	124.200	155.000	148.700
Transmitting ERP (watts)	1.536	0.299	0.287	4.752	41.633	135.419	106.546	12.709

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN666

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
20	37-05-19.7 N	084-54-47.3 W	331.6	106.4	1232264

Address: 1101 PINE TOP ROAD (86918)

City: RUSSELL SPRINGS County: RUSSELL 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)	118.700	77.600	105.400	136.900	148.600	127.700	120.400	134.300
Transmitting ERP (watts)	106.145	47.603	4.827	0.278	0.215	0.233	6.909	51.527

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)	118.700	77.600	105.400	136.900	148.600	127.700	120.400	134.300
Transmitting ERP (watts)	2.313	23.146	119.606	157.272	35.853	3.353	0.454	0.536

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)	118.700	77.600	105.400	136.900	148.600	127.700	120.400	134.300
Transmitting ERP (watts)	1.748	0.347	0.313	5.295	45.951	158.160	122.299	14.137

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
22	36-45-21.5 N	085-03-35.7 W	353.6	78.6	1258266

Address: RR BOX 200 STATE ROUTE 90 (97275)

City: Albany County: CLINTON 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)	159.200	140.400	108.000	36.100	88.900	81.600	132.000	170.300
Transmitting ERP (watts)	61.485	218.225	164.915	26.293	2.922	0.471	0.954	4.500

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)	159.200	140.400	108.000	36.100	88.900	81.600	132.000	170.300
Transmitting ERP (watts)	1.000	4.591	60.220	229.906	159.544	23.590	2.912	0.466

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)	159.200	140.400	108.000	36.100	88.900	81.600	132.000	170.300
Transmitting ERP (watts)	7.041	2.307	0.511	1.072	23.419	142.307	232.641	64.969

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	36-44-36.2 N	085-08-34.1 W	350.5	78.0	1258265

Address: 127 North Cross (Route 6 Box 991) (94257)

City: Albany County: CLINTON 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)	181.800	142.800	72.800	100.300	157.000	167.400	157.200	193.400
Transmitting ERP (watts)	31.597	145.107	168.768	30.884	3.418	1.072	0.669	1.670

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)	181.800	142.800	72.800	100.300	157.000	167.400	157.200	193.400
Transmitting ERP (watts)	1.105	1.668	14.838	36.641	44.724	30.421	5.045	2.474

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)	181.800	142.800	72.800	100.300	157.000	167.400	157.200	193.400
Transmitting ERP (watts)	40.424	4.384	1.518	0.529	1.123	24.617	125.244	176.237

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
26	37-18-17.2 N	085-55-38.3 W	285.3	99.1	1200030

Address: 824 I CHILDRESS ROAD (37618)

City: Munfordville County: HART 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)	137.000	120.900	185.100	176.500	166.200	156.000	134.000	170.100
Transmitting ERP (watts)	87.882	116.157	30.423	3.076	0.288	0.394	1.136	15.107

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)	137.000	120.900	185.100	176.500	166.200	156.000	134.000	170.100
Transmitting ERP (watts)	0.236	4.016	34.037	111.204	87.767	11.936	0.954	0.231

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)	137.000	120.900	185.100	176.500	166.200	156.000	134.000	170.100
Transmitting ERP (watts)	0.893	0.228	0.217	2.143	29.130	110.300	94.526	17.072

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
27	36-41-54.0 N	085-41-07.0 W	286.5	90.2	1065560

Address: 403 MARTIN SUBDIVISION (87881)  
City: TOMPKINSVILLE County: MONROE 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)	69.700	75.300	146.800	80.100	75.200	103.200	86.800	75.200
Transmitting ERP (watts)	271.841	109.386	7.417	0.800	0.553	0.537	18.630	138.505

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)	69.700	75.300	146.800	80.100	75.200	103.200	86.800	75.200
Transmitting ERP (watts)	1.721	17.109	89.000	121.386	26.164	2.348	0.328	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)	69.700	75.300	146.800	80.100	75.200	103.200	86.800	75.200
Transmitting ERP (watts)	1.247	0.244	0.229	4.118	34.693	116.367	90.021	10.295

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
28	37-21-17.2 N	085-52-24.7 W	352.0	83.8	1220496

Address: 2830 Frenchman's Knob Road (94236)  
City: Bonnieville County: HART 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	191.000	195.200	238.600	217.000	184.800	226.800	216.700
Transmitting ERP (watts)	184.924	99.849	11.423	0.450	0.602	0.510	8.026	87.512

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	191.000	195.200	238.600	217.000	184.800	226.800	216.700
Transmitting ERP (watts)	2.115	37.767	246.087	328.098	100.148	5.709	0.676	0.788

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	191.000	195.200	238.600	217.000	184.800	226.800	216.700
Transmitting ERP (watts)	1.310	0.350	0.339	3.061	46.385	170.557	144.024	26.849



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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
32	37-04-19.5 N	084-59-59.4 W	317.0	78.0	1257488

Address: 227 Horn Rd (94247)

City: Russell Springs County: RUSSELL 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)	149.200	77.200	79.700	105.800	146.300	99.500	80.900	89.500
Transmitting ERP (watts)	221.223	212.121	177.242	71.356	77.801	28.148	33.937	155.008

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)	149.200	77.200	79.700	105.800	146.300	99.500	80.900	89.500
Transmitting ERP (watts)	18.208	41.435	173.839	236.936	272.788	110.954	36.898	14.156

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)	149.200	77.200	79.700	105.800	146.300	99.500	80.900	89.500
Transmitting ERP (watts)	68.660	39.848	0.532	12.732	74.296	228.506	206.369	227.920

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
33	36-50-28.6 N	086-02-47.1 W	225.9	60.7	

Address: Austin Tracy Rd (115120)

City: Lucas County: BARREN 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)	91.800	79.300	63.800	43.400	95.100	66.500	80.300	112.900
Transmitting ERP (watts)	79.481	128.527	48.267	34.537	0.275	16.613	58.629	118.330

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)	91.800	79.300	63.800	43.400	95.100	66.500	80.300	112.900
Transmitting ERP (watts)	16.424	105.957	212.448	227.867	141.232	41.336	29.497	11.208

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)	91.800	79.300	63.800	43.400	95.100	66.500	80.300	112.900
Transmitting ERP (watts)	3.736	0.847	2.276	7.728	35.347	59.316	65.492	20.964

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	91.800	79.300	63.700	43.400	95.100	66.500	80.300	112.900
Transmitting ERP (watts)	80.215	129.717	48.867	34.856	0.278	16.767	59.174	119.427

Antenna: 5

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	91.800	79.300	63.700	43.400	95.100	66.500	80.300	112.900
Transmitting ERP (watts)	16.576	106.934	215.086	229.984	142.541	41.717	29.770	11.312

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

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Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
33	36-50-28.6 N	086-02-47.1 W	225.9	60.7	

Address: Austin Tracy Rd (115120)

City: Lucas County: BARREN State: KY Construction Deadline:

Antenna: 6

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	91.800	79.300	63.700	43.400	95.100	66.500	80.300	112.900
Transmitting ERP (watts)	3.770	0.854	2.304	7.800	35.674	59.863	66.098	21.158

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
34	36-46-44.5 N	084-56-33.7 W	396.2	78.0	1258267

Address: 9096 W. Hwy 90 (94262)

City: Monticello County: WAYNE 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)	194.500	173.000	138.200	103.300	102.200	140.500	166.900	201.300
Transmitting ERP (watts)	147.841	143.877	130.052	39.637	24.482	1.946	8.038	54.683

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)	194.500	173.000	138.200	103.300	102.200	140.500	166.900	201.300
Transmitting ERP (watts)	0.742	5.202	57.406	186.618	115.460	13.939	2.131	0.396

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)	194.500	173.000	138.200	103.300	102.200	140.500	166.900	201.300
Transmitting ERP (watts)	27.223	19.327	10.778	15.109	86.367	155.385	168.892	88.819

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
35	36-39-45.3 N	084-26-36.2 W	428.2	79.9	1275397

Address: 6135 Hwy 1651 (115765)

City: Pine Knot County: MCCREARY 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)	132.500	143.700	119.600	95.500	88.700	114.200	161.300	166.800
Transmitting ERP (watts)	69.450	261.545	232.470	44.008	2.017	0.559	0.530	4.304

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)	132.500	143.700	119.600	95.500	88.700	114.200	161.300	166.800
Transmitting ERP (watts)	0.210	0.184	2.662	25.143	50.189	30.009	3.791	0.206

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN666

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
35	36-39-45.3 N	084-26-36.2 W	428.2	79.9	1275397

Address: 6135 Hwy 1651 (115765)

City: Pine Knot County: MCCREARY State: KY Construction Deadline:

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)	132.500	143.700	119.600	95.500	88.700	114.200	161.300	166.800
Transmitting ERP (watts)	113.680	6.615	0.792	0.868	2.269	39.368	258.605	358.864

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
36	36-50-27.1 N	084-28-44.2 W	425.5	79.6	1233359

Address: 165 HWY 90 (114139)

City: Parkers Lake County: MCCREARY 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)	185.500	163.600	170.800	152.900	106.200	178.000	165.700	183.000
Transmitting ERP (watts)	23.185	14.817	1.670	0.153	0.104	0.150	1.655	13.513

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)	185.500	163.600	170.800	152.900	106.200	178.000	165.700	183.000
Transmitting ERP (watts)	2.683	26.605	140.903	189.301	44.170	3.813	0.542	0.629

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)	185.500	163.600	170.800	152.900	106.200	178.000	165.700	183.000
Transmitting ERP (watts)	2.063	0.405	0.373	6.243	54.676	179.706	144.196	16.857

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
37	36-41-51.7 N	085-07-19.1 W	303.9	78.0	1273817

Address: 399 Daylton Road (112920)

City: Albany County: CLINTON 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)	103.500	53.600	30.000	64.200	100.300	112.300	94.400	76.300
Transmitting ERP (watts)	255.895	112.531	6.303	1.065	0.524	0.886	15.778	134.111

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)	103.500	53.600	30.000	64.200	100.300	112.300	94.400	76.300
Transmitting ERP (watts)	1.151	13.278	68.092	80.326	20.259	1.984	0.205	0.284

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN666

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
37	36-41-51.7 N	085-07-19.1 W	303.9	78.0	1273817

Address: 399 Daylton Road (112920)

City: Albany County: CLINTON State: KY Construction Deadline:

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)	103.500	53.600	30.000	64.200	100.300	112.300	94.400	76.300
Transmitting ERP (watts)	0.327	0.106	0.101	1.174	12.741	41.443	34.130	5.644

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
38	36-44-13.0 N	085-42-10.0 W	309.7	91.1	1042225

Address: 3151 EDMONTON ROAD (94259)

City: TOMPKINSVILLE County: MONROE 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)	111.100	109.700	147.100	108.800	126.000	145.900	125.000	125.900
Transmitting ERP (watts)	189.524	72.806	7.444	1.950	0.393	0.557	9.583	77.626

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)	111.100	109.700	147.100	108.800	126.000	145.900	125.000	125.900
Transmitting ERP (watts)	1.067	23.007	114.837	166.790	36.523	3.864	1.339	0.493

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)	111.100	109.700	147.100	108.800	126.000	145.900	125.000	125.900
Transmitting ERP (watts)	2.199	0.335	0.702	3.359	45.136	159.373	117.688	16.866

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
39	36-38-51.6 N	085-17-33.1 W	317.0	60.7	

Address: 5163 State Park (117828)

City: Cumberland County: CUMBERLAND 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)	100.500	86.500	93.600	115.600	123.000	167.100	133.100	121.800
Transmitting ERP (watts)	24.683	224.514	184.090	16.413	0.520	0.462	0.466	0.469

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)	100.500	86.500	93.600	115.600	123.000	167.100	133.100	121.800
Transmitting ERP (watts)	46.321	0.611	0.527	0.529	0.541	7.711	140.237	265.546

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN666

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
40	37-11-42.5 N	085-57-13.0 W	267.6	99.1	1224165

Address: 1515 FISHER RIDGE ROAD (37620)

City: Horse Cave County: HART 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)	148.700	170.000	148.400	148.400	138.900	116.100	137.500	147.400
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Transmitting ERP (watts)	96.574	101.465	19.855	1.861	0.214	0.322	2.056	21.126
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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)	148.700	170.000	148.400	148.400	138.900	116.100	137.500	147.400
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Transmitting ERP (watts)	8.514	101.153	307.468	229.726	25.253	1.925	0.630	0.630
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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)	148.700	170.000	148.400	148.400	138.900	116.100	137.500	147.400
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Transmitting ERP (watts)	0.226	0.222	3.795	33.295	109.116	83.424	11.320	0.928
--------------------------	-------	-------	-------	--------	---------	--------	--------	-------

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
41	37-01-03.9 N	085-54-42.3 W	254.8	68.6	1230168

Address: 170 Robert Bishop Lane (94244)

City: Glasgow County: BARREN 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)	93.000	83.300	56.400	66.300	91.100	106.300	92.700	90.500
-----------------------------	--------	--------	--------	--------	--------	---------	--------	--------

Transmitting ERP (watts)	104.518	139.218	43.033	2.862	0.290	0.325	1.008	15.797
--------------------------	---------	---------	--------	-------	-------	-------	-------	--------

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)	93.000	83.300	56.400	66.300	91.100	106.300	92.700	90.500
-----------------------------	--------	--------	--------	--------	--------	---------	--------	--------

Transmitting ERP (watts)	0.395	3.203	50.041	189.424	165.261	28.863	1.290	0.398
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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
--------------------------	---	----	----	-----	-----	-----	-----	-----

Antenna Height AAT (meters)	93.000	83.300	56.400	66.300	91.100	106.300	92.700	90.500
-----------------------------	--------	--------	--------	--------	--------	---------	--------	--------

Transmitting ERP (watts)	11.785	0.490	0.619	0.543	8.652	98.226	207.121	111.304
--------------------------	--------	-------	-------	-------	-------	--------	---------	---------

Control Points:

Control Pt. No. 1

Address: 124 South Keeneland Drive (Suite 103)

City: RICHMOND County: MADISON State: KY Telephone Number: (859)544-4804

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

**Call Sign:** KNKN666

**File Number:**

**Print Date:**

**Waivers/Conditions:**

NONE

Reference Copy

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

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

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

**Call Sign:** 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.

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**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> WQGA818	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> CMA447	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Kentucky 5 - Barren			
<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, WT Docket No. 02-353, rel. April 20, 2006.

Conditions:

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

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

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

**Call Sign:** WQGA818

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

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

**Call Sign:** WQGD755

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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







# TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY FIDELITY NATIONAL TITLE, COMMITMENT DATE OF APRIL 30, 2020, BEING COMMITMENT NO. 30677465, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

2. EASEMENT IN FAVOR OF CITY OF MONTICELLO, SUCCESSORS AND ASSIGNS SET FORTH IN INSTRUMENT RECORDED ON MAY 23, 1968 IN DEED BOOK 100 PAGE 12.

[THIS ITEM DESCRIBES THE PARENT PARCEL]

3. EASEMENT RESERVED IN DEED IN FAVOR OF DONALD L. CARRENDER AND HIS WIFE, JUDITH CARRENDER OF MONTICELLO SET FORTH IN INSTRUMENT RECORDED ON JULY 26, 1983 IN DEED BOOK 185, PAGE 599.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL HOWEVER THE LIMITS OF THE EASEMENT RESERVED IN SAID DOCUMENT CANNOT BE PLOTTED BECAUSE THE DESCRIPTION IS VAGUE. THIS EASEMENT PROVIDES ACCESS TO PIN 065-00-00-139.00 LOCATED ON THE NORTH OF THE PARENT PARCEL AND DOES NOT IMPACT THE LEASE AREA AS SHOWN HEREON.]  
[BE APPLICABLE HOWEVER TO THE LEASE AREAS PLOTTED HEREON]

4. INTENTIONALLY DELETED



## PARENT PARCEL

OWNER: CONLEY GREGORY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, AND SARA BETH GREGORY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST

SITE ADDRESS: OLD HWY 90, MONTICELLO, KY 42633

PARCEL ID: 065-00-00-138.00

AREA: 5.39 ACRES (PER TAX ASSESSOR)

ZONED: NO ZONING IN WAYNE COUNTY

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCE: DEED BOOK 351 PAGE 690, DEED BOOK 199 PAGE 302

## GPS NOTES

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

POSITIONAL ACCURACY: 0.01 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: 1-15-2020  
 DATUM / EPOCH: NAD\_83(2011)EPOCH:2010.0000  
 PUBLISHED / FIXED CONTROL USE: N/A  
 GEOD MODEL: 18  
 COMBINED GRID FACTOR(S): 1.00001813 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.  
 CONVERGENCE ANGLE: 0.56523333

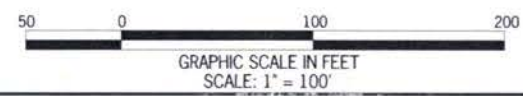
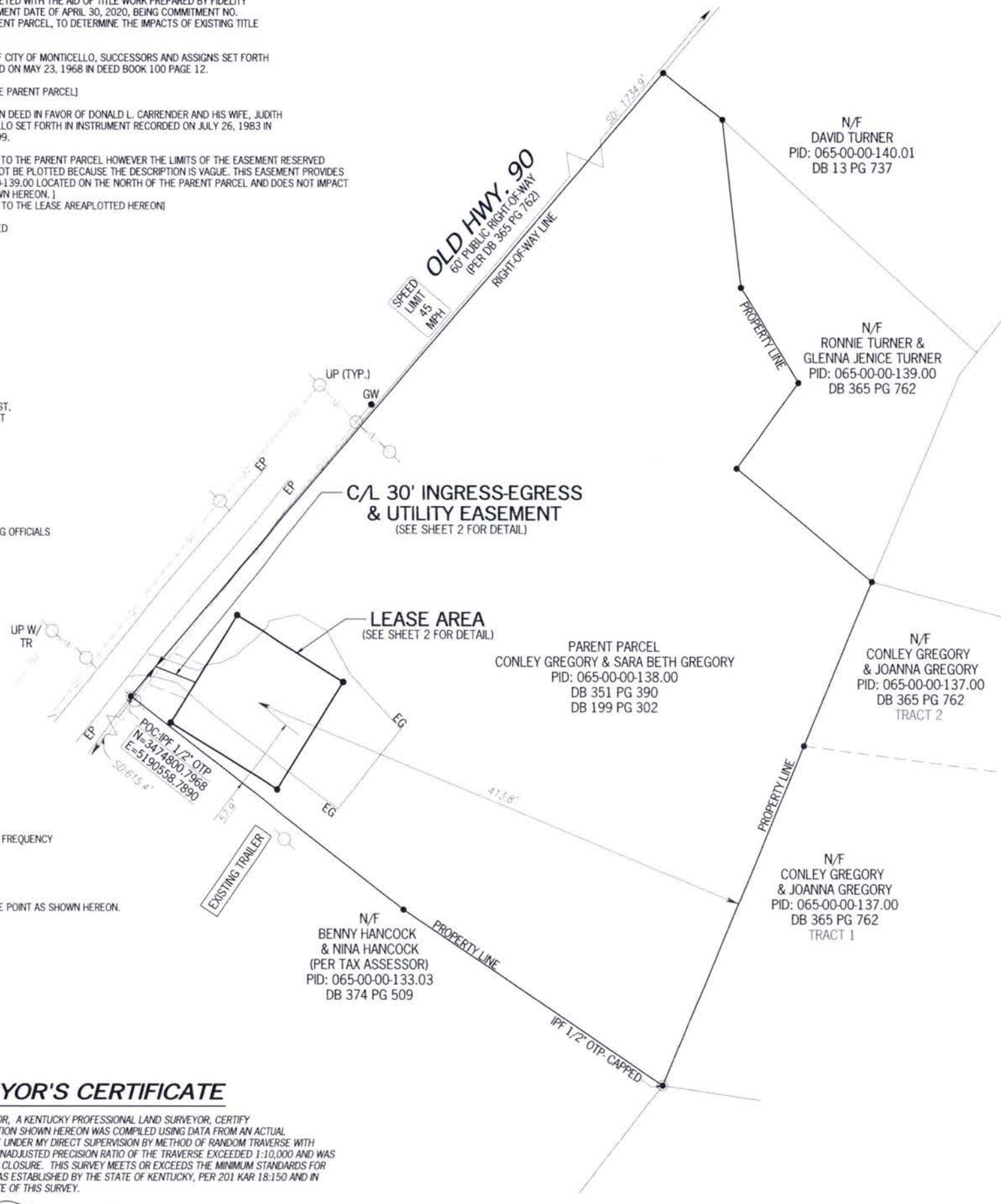
## LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CMF CONCRETE MONUMENT FOUND
- UP UTILITY POLE
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- INV INVERT
- FH FIRE HYDRANT
- EP EDGE OF PAVEMENT
- TC TOP OF CURB
- BC BACK OF CURB
- OU OVERHEAD UTILITY
- UE UNDERGROUND UTILITY
- CMF CORRUGATED METAL PIPE
- GW GUY WIRE ANCHOR
- TR TRANSFORMER
- CLF CHAIN LINK FENCE
- WV WATER VALVE
- WM WATER METER
- CO SEWER CLEAN-OUT
- GV GAS VALVE
- N/F NOW OR FORMERLY
- OTF OPEN TOP PIPE
- SD SIGHT DISTANCE
- EG EDGE OF GRAVEL

## SURVEYOR'S CERTIFICATE

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

*G. Darrell Taylor*  
 G. DARRELL TAYLOR, PLS 4179 01/22/2020 DATE



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: 1-15-2020)

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) KY 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. : 21231C0180C DATED: 9/2/2009)

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

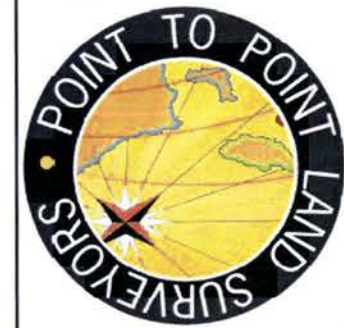
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

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	4/28/20	TITLE RESPONSE #3
2	5/1/20	REVISED TITLE

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



SPECIFIC PURPOSE SURVEY PREPARED FOR:



KAITLIN WAY  
 SITE NO. KYLEX2046  
 CITY OF MONTICELLO  
 WAYNE COUNTY, KENTUCKY

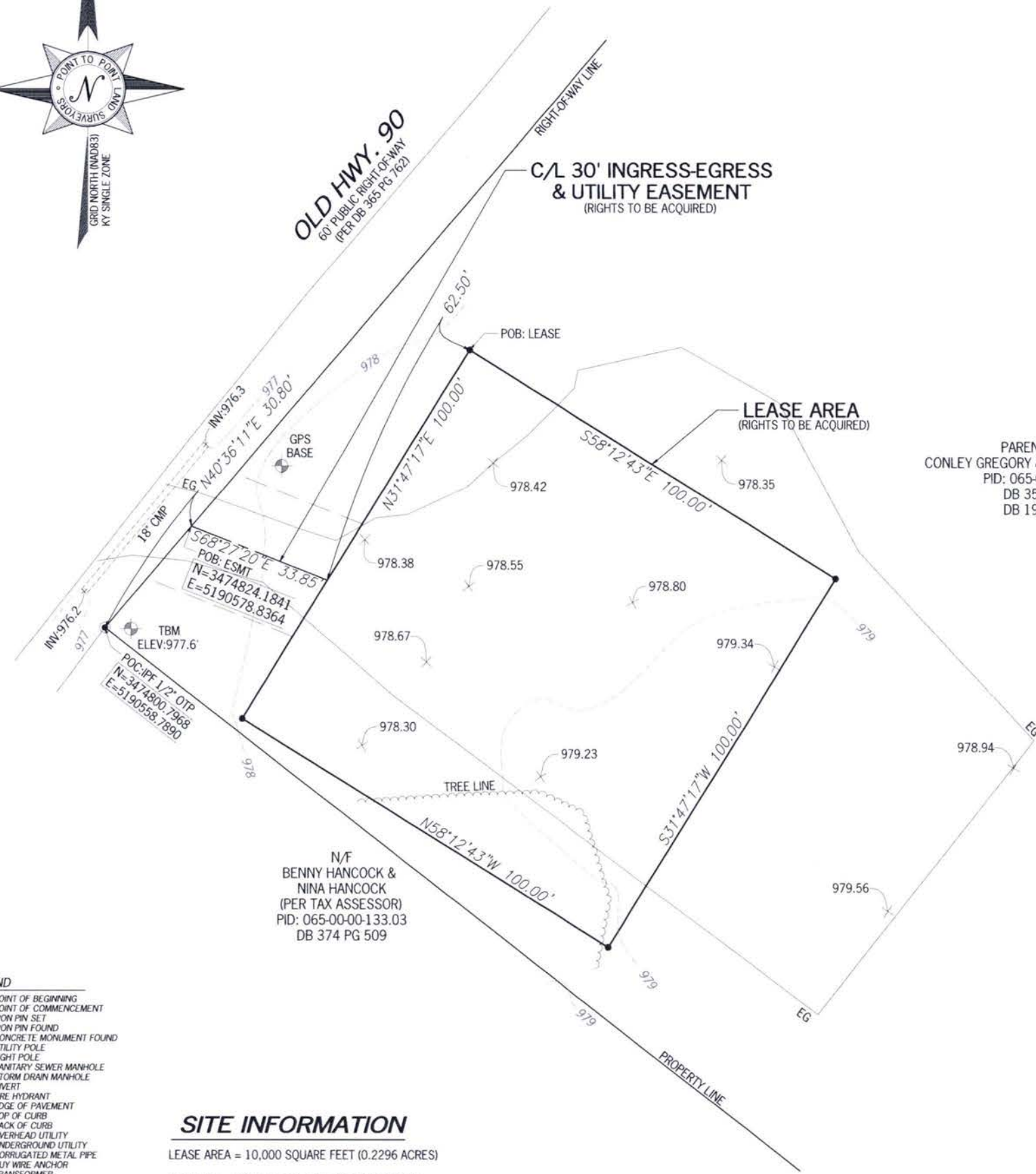
DRAWN BY: JKN	SHEET: 1
CHECKED BY: JKL	OF 2
APPROVED: D. MILLER	
DATE: JANUARY 22, 2020	
P2P JOB #: 200033KY	



SURVEY NOT VALID WITHOUT SHEET 2 OF 2

E:\Dropbox (Point To Point)\2020\200033KY\KYLEX2046 Kaitlin Way\200033KY.pro





**LEGEND**

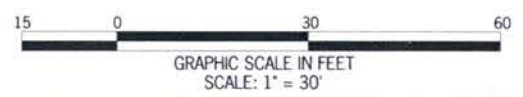
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CMF CONCRETE MONUMENT FOUND
- UP UTILITY POLE
- LP LIGHT POLE
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- INV INVERT
- FH FIRE HYDRANT
- EP EDGE OF PAVEMENT
- TC TOP OF CURB
- BC BACK OF CURB
- OU OVERHEAD UTILITY
- UE UNDERGROUND UTILITY
- CMP CORRUGATED METAL PIPE
- GW GUY WIRE ANCHOR
- TR TRANSFORMER
- CLF CHAIN LINK FENCE
- WV WATER VALVE
- WM WATER METER
- CO SEWER CLEAN-OUT
- GV GAS VALVE
- N/F NOW OR FORMERLY
- OTF OPEN TOP PIPE
- SD SIGHT DISTANCE
- EG EDGE OF GRAVEL

**SITE INFORMATION**

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

LATITUDE = 36°51'44.48" (NAD 83) (36.862356°)  
 LONGITUDE = 84°49'45.00" (NAD 83) (-84.829167°)  
 AT CENTER LEASE AREA

ELEVATION AT CENTER OF LEASE AREA = 978.9' 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 WAYNE COUNTY, KENTUCKY, AND BEING A PORTION OF THE LANDS CONVEYED TO CONLEY GREGORY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, AND SARA BETH GREGORY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, AS RECORDED IN DEED BOOK 351, PAGE 690 AND DEED BOOK 199, PAGE 302, WAYNE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH OPEN TOP PIPE FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 90 (HAVING A 60-FOOT WIDE PUBLIC RIGHT-OF-WAY) AND BEING THE SOUTHWEST PROPERTY CORNER OF SAID LANDS OF CONLEY GREGORY AND SARAH BETH GREGORY, SAID OPEN TOP PIPE HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N:3474800.7968 E:5190558.7890; THENCE, RUNNING ALONG SAID RIGHT-OF-WAY LINE AND WESTERNMOST PROPERTY LINE OF SAID GREGORY LANDS, NORTH 40°36'11" EAST, 30.80 FEET TO A POINT, SAID POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N:3474824.1841 E:5190578.8364 AND THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 68°27'20" EAST, 33.85 FEET ENDING AT A POINT ON THE LEASE AREA.

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

**PARENT PARCEL  
PER COMMITMENT NO. 30677465**

TO CERTAIN TRACTS OR PARCELS OF LAND BEING IN WAYNE COUNTY, KENTUCKY, BEING BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POST AT THE RIGHT OF WAY OF OLD KY. 90 AND RUNNING S 51 DEG. 41' 26" E 274.99' TO A FENCE POST, THENCE S 55DEG. 29' 05" E 248.07 TO A FENCE POST, THENCE N 23 DEG. 06' 22" E 431.33' TO A FENCE POST, THENCE N 49 DEG. 41' 16" W 139.73' TO A POST ON THE SOUTH SIDE OF A RETAINING WALL, THENCE WITH THE SOUTH SIDE OF SAID WALL N 36 DEG. 16' 00" E 83.59' TO POST, THENCE N 30 DEG. 44' 28" W 87.38' TO AN IRON PIN, THENCE N 5 DEG. 54' 37" W 133.53' TO A LOCUST; THENCE N 51 DEG. 22' 50" W 649.29' TO THE BEGINNING. CONTAINING 5.39 ACRES AS RE-SURVEYED BY JAMES A. WEST OF WAYNE ENG. ASSOC., INC., LS 2086 ON APRIL 13, 1907.

AND BEING THE SAME PROPERTY CONVEYED TO CONLEY GREGORY AND HALLICE F. UPCHURCH, SR. FROM NANCY HUFF BY DEED DATED APRIL 14, 1987 AND RECORDED APRIL 14, 1987 IN DEED BOOK 199, PAGE 302; HALLICE F. UPCHURCH SR. DIED AND DEPARTED THIS EARTH ON OR ABOUT MARCH 17, 1999; FURTHER CONVEYED TO HALLICE F. UPCHURCH, JR., AND HOLLY ANN UPCHURCH BUCKMAN UNDIVIDED ONE-HALF (1/2) INTEREST FROM KATHERINE PHILLIPS UPCHURCH SMITH AND EARL EDWIN SMITH BY DEED DATED OCTOBER 14, 1999 AND RECORDED NOVEMBER 21, 2001 IN DEED BOOK 276, PAGE 469; AND FURTHER CONVEYED TO SARA BETH GREGORY UNDIVIDED ONE-HALF (1/2) INTEREST FROM HALLICE F. UPCHURCH, JR., AND RECORDED MARCH 2, 2016 IN DEED BOOK 351, PAGE 690.

**LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND, LYING AND BEING IN WAYNE COUNTY, KENTUCKY, AND BEING A PORTION OF THE LANDS CONVEYED TO CONLEY GREGORY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, AND SARA BETH GREGORY, AS TO AN UNDIVIDED ONE-HALF (1/2) INTEREST, AS RECORDED IN DEED BOOK 351, PAGE 690 AND DEED BOOK 199, PAGE 302, WAYNE COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH OPEN TOP PIPE FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 90 (HAVING A 60-FOOT WIDE PUBLIC RIGHT-OF-WAY) AND BEING THE SOUTHWEST PROPERTY CORNER OF SAID LANDS OF CONLEY GREGORY AND SARAH BETH GREGORY, SAID OPEN TOP PIPE HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N:3474800.7968 E:5190558.7890; THENCE, RUNNING ALONG SAID RIGHT-OF-WAY LINE AND WESTERNMOST PROPERTY LINE OF SAID GREGORY LANDS, NORTH 40°36'11" EAST, 30.80 FEET TO A POINT, SAID POINT HAVING A KENTUCKY GRID NORTH, NAD83, SINGLE ZONE VALUE OF N:3474824.1841 E:5190578.8364; THENCE, LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 68°27'20" EAST, 33.85 FEET TO A POINT ON THE LEASE AREA; THENCE, RUNNING ALONG SAID LEASE AREA, NORTH 31°47'17" EAST, 62.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 58°12'43" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 31°47'17" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 58°12'43" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 31°47'17" EAST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

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

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

STATE of KENTUCKY

G. DARRELL TAYLOR  
4179

LICENSED PROFESSIONAL LAND SURVEYOR

NO.	DATE	REVISION
1	4/28/20	TITLE RESPONSE #3
2	5/1/20	REVISED TITLE

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:



KAITLIN WAY  
SITE NO. KYLEX2046  
CITY OF MONTICELLO  
WAYNE COUNTY, KENTUCKY

DRAWN BY: JKN	SHEET:
CHECKED BY: JKL	2
APPROVED: D. MILLER	
DATE: JANUARY 22, 2020	OF 2
P2P JOB #: 200033KY	

SURVEY NOT VALID WITHOUT SHEET 1 OF 2

C:\cshpbox\Point to Point\2020\30677465\KYLEX2046.kml 4/28/2020 10:00:33 AM





#	OWNER	ADDRESS	PID	REF
1	CONLEY & SARA BETH GREGORY	P.O. BOX 1835 MONTICELLO, KY 42633	065-00-00-138.00	DB 351 PG 390 DB 199 PG 302
2	RONNIE & GLENNA TURNER	603 N MAIN STREET MONTICELLO, KY 42633	065-00-00-139.00	DB 365 PG 762
3	RONNIE & JENICE TURNER	603 N MAIN STREET MONTICELLO, KY 42633	065-00-00-133.01	-
4	CONLEY & JOANNA GREGORY	P.O. BOX 1835 MONTICELLO, KY 42633	065-00-00-137.00	DB 365 PG 762
5	THOMAS CARROLL & BRUCE CARRENDER REV TR & KAY C.	56 COURT STREET MONTICELLO, KY 42633	065-00-00-133.00	-
6	GOBLE & JESSICA BERTRAM	166 TURNER LANE MONTICELLO, KY 42633	065-00-00-135.00	-
7	BRENDA FAYE McGUIRE	84 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-135.02	-
8	BENNY & NINA HANCOCK	119 WINNA DRIVE MONTICELLO, KY 42633	065-00-00-133.03	DB 374 PG 509
9	MARY & SILVINO CASTILLO	68 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-135.01	-
10	THOMAS CARROLL & BRUCE CARRENDER REV TR & KAY C.	56 COURT STREET MONTICELLO, KY 42633	065-00-00-133.00	-
11	JUANITA DAVIS	177 TATUM DRIVE MONTICELLO, KY 42633	065-00-00-136.00	-
12	JAMES & BETTY STONECIPHER	950 S MAIN STREET MONTICELLO, KY 42633	065-00-00-082.00	-
13	STARDUST HOLDINGS LLC	110 STARDUST AVENUE MONTICELLO, KY 42633	065-00-00-083.01	-
14	LUCY ABBOTT	920 ANTICOH DRIVE FAIRFIELD, OH 45014	065-00-00-083.00	-
15	WAYNE INVESTMENT LIMITED LLC	110 STARDUST AVENUE MONTICELLO, KY 42633	065-00-00-085.00	-
16	JORDAN & CAROLYN BURKS	115 MARTY LANE MONTICELLO, KY 42633	65A-10-008.00	-
17	KEITH A JR & AMBER WHATLEY	115 MARTY LANE MONTICELLO, KY 42633	65A-10-001.00	-
18	FLYNN INVESTMENTS LLC	450 N MAIN STREET MONTICELLO, KY 42633	65A-10-002.00	-
19	ORIS TROXELL	969 HWY 3106 MONTICELLO, KY 42633	65A-10-007.00	-
20	RALPH M. MORRIS	993 HWY 3106 MONTICELLO, KY 42633	65A-10-006.00	-
21	RICKY & TAMMY DISHMAN	79 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-133.04	DB 389 PG 363

**NOTE:**

1. PVA INFORMATION WAS OBTAINED ON 7/24/2020 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.



UNITI TOWERS  
**KATLINS WAY**  
 FA# 15145552  
 PACE# MRTNK047963  
 PT# 10124690  
 OLD HIGHWAY 90  
 MONTICELLO, KY 42633  
 WAYNE COUNTY  
 PROPOSED 155' SELF-SUPPORT TOWER

PROJECT NO: G0137327  
 CHECKED BY: DLS

ISSUED FOR:			
REV	DATE	DRWN	DESCRIPTION
A	08/27/20	DLS	ZONING DRAWINGS
0	09/29/20	MAS	ZONING DRAWINGS

B&T ENGINEERING, INC.  
 4011  
 Expires 12/31/20

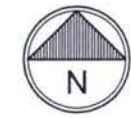
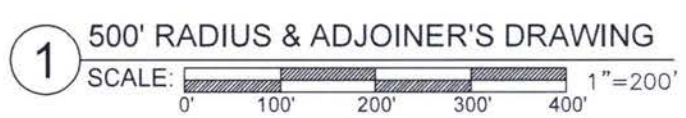


IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

500' RADIUS & ADJOINER'S DRAWING

SHEET NUMBER:  
**C-1**

**BAT NOTE:**  
 MUST DO TREE CLEARING BETWEEN OCTOBER 15th AND MARCH 31st, DUE TO BAT TREES ON PROPERTY



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







UNITI TOWERS  
**KATLINS WAY**  
 FA# 15145552  
 PACE# MRTNK047963  
 PT# 10124690  
 OLD HIGHWAY 90  
 MONTICELLO, KY 42633  
 WAYNE COUNTY  
 PROPOSED 155' SELF-SUPPORT TOWER

PROJECT NO: G0137327

CHECKED BY: DLS

ISSUED FOR:			
REV	DATE	DRWN	DESCRIPTION
A	08/27/20	DLS	ZONING DRAWINGS
0	09/29/20	MAS	ZONING DRAWINGS

B&T ENGINEERING, INC.  
 4011  
 Expires 12/31/20



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OVERALL SITE PLAN

SHEET NUMBER:  
**C-2**

**NOTES:**

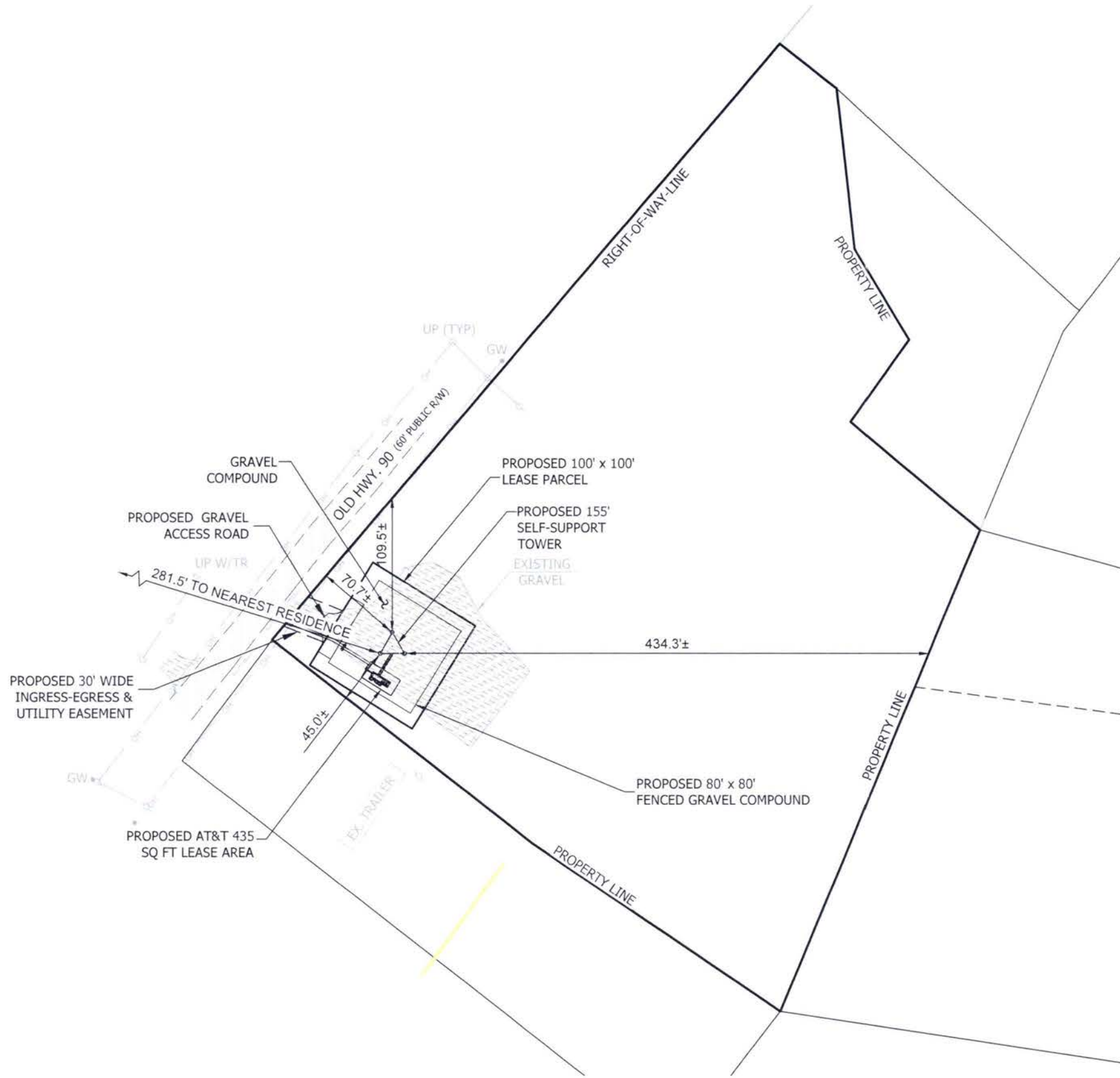
1. TOWER LATITUDE, LONGITUDE & ELEVATION MEET FAA"1-A" ACCURACY REQUIREMENTS.

2. CENTER OF TOWER:

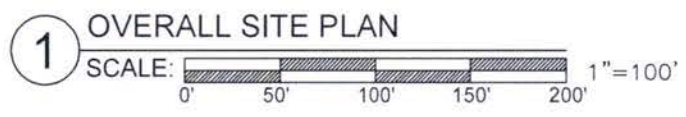
LATITUDE: NORTH 36°51'44.48" (36.862356) NAD 83  
 LONGITUDE: WEST -84°49'45.00" (-84.829167) NAD 83  
 GROUND ELEVATION @ 978.9' A.M.S.L. NAVD 88

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

NORTHWEST: 70.7'±  
 SOUTHWEST: 45.0'±  
 EAST: 434.3'±  
 NORTH: 109.5'±



**BAT NOTE:**  
 MUST DO TREE CLEARING BETWEEN OCTOBER 15th AND MARCH 31st, DUE TO BAT TREES ON PROPERTY



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



137327\_AVELOC2016\_Katkins\_Way\_2016\_10\_15.dwg - Sheet C-2 - User: mmassey - 140 281 0000 - 1/10/20





UNITI TOWERS  
**KATLINS WAY**  
 FA# 15145552  
 PACE# MRTNK047963  
 PT# 10124690  
 OLD HIGHWAY 90  
 MONTICELLO, KY 42633  
 WAYNE COUNTY  
 PROPOSED 155' SELF-SUPPORT TOWER

PROJECT NO:	G0137527		
CHECKED BY:	DLS		
ISSUED FOR:			
REV	DATE	DRWN	DESCRIPTION
A	08/27/20	DLS	ZONING DRAWINGS
0	09/29/20	MAS	ZONING DRAWINGS

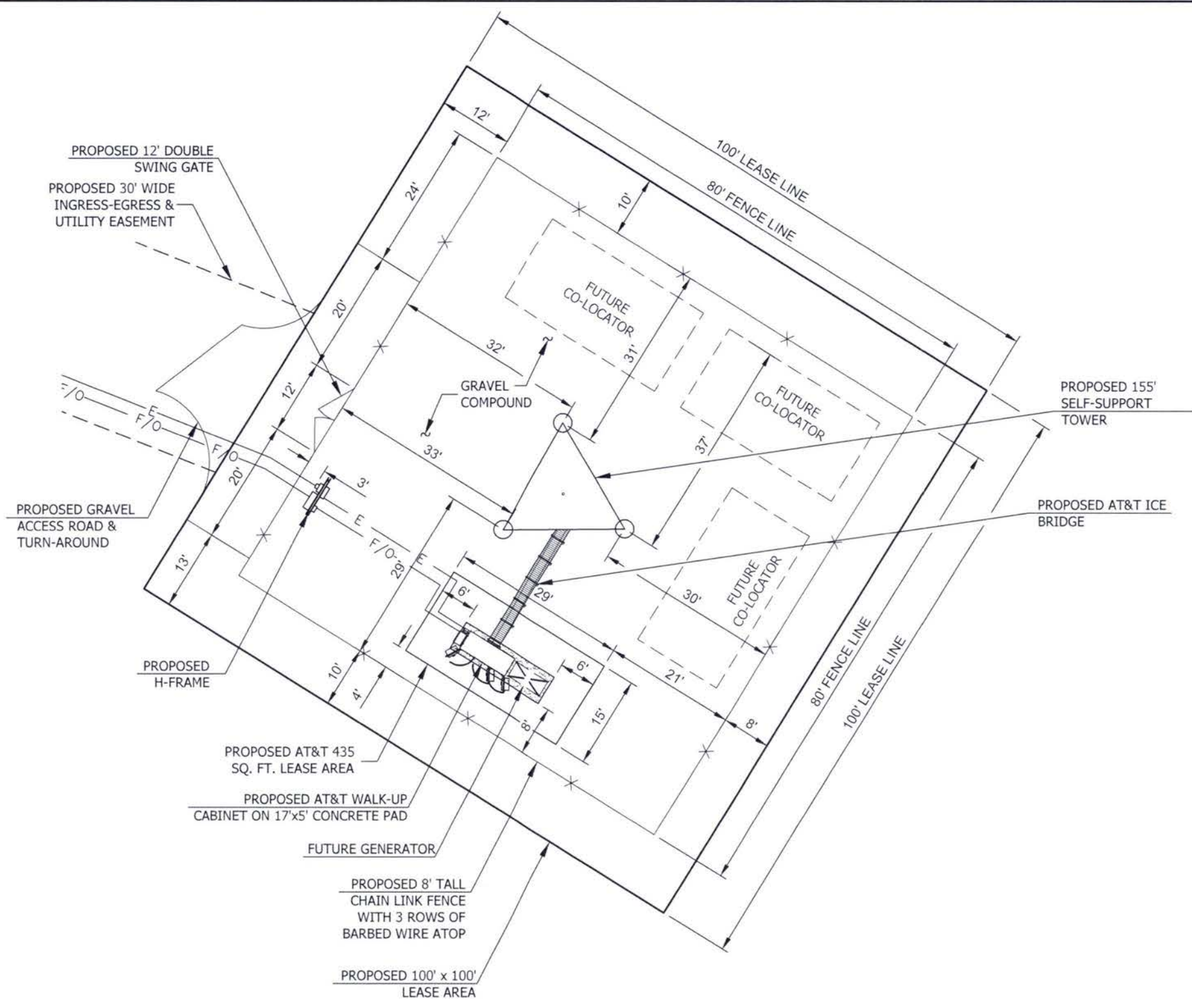
B&T ENGINEERING, INC.  
 4011  
 Expires 12/31/20



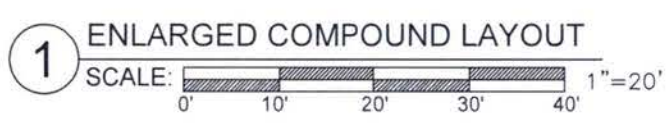
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

ENLARGED  
 COMPOUND  
 LAYOUT

SHEET NUMBER:  
**C-3**



**BAT NOTE:**  
 MUST DO TREE CLEARING BETWEEN OCTOBER 15th AND MARCH 31st, DUE TO BAT TREES ON PROPERTY

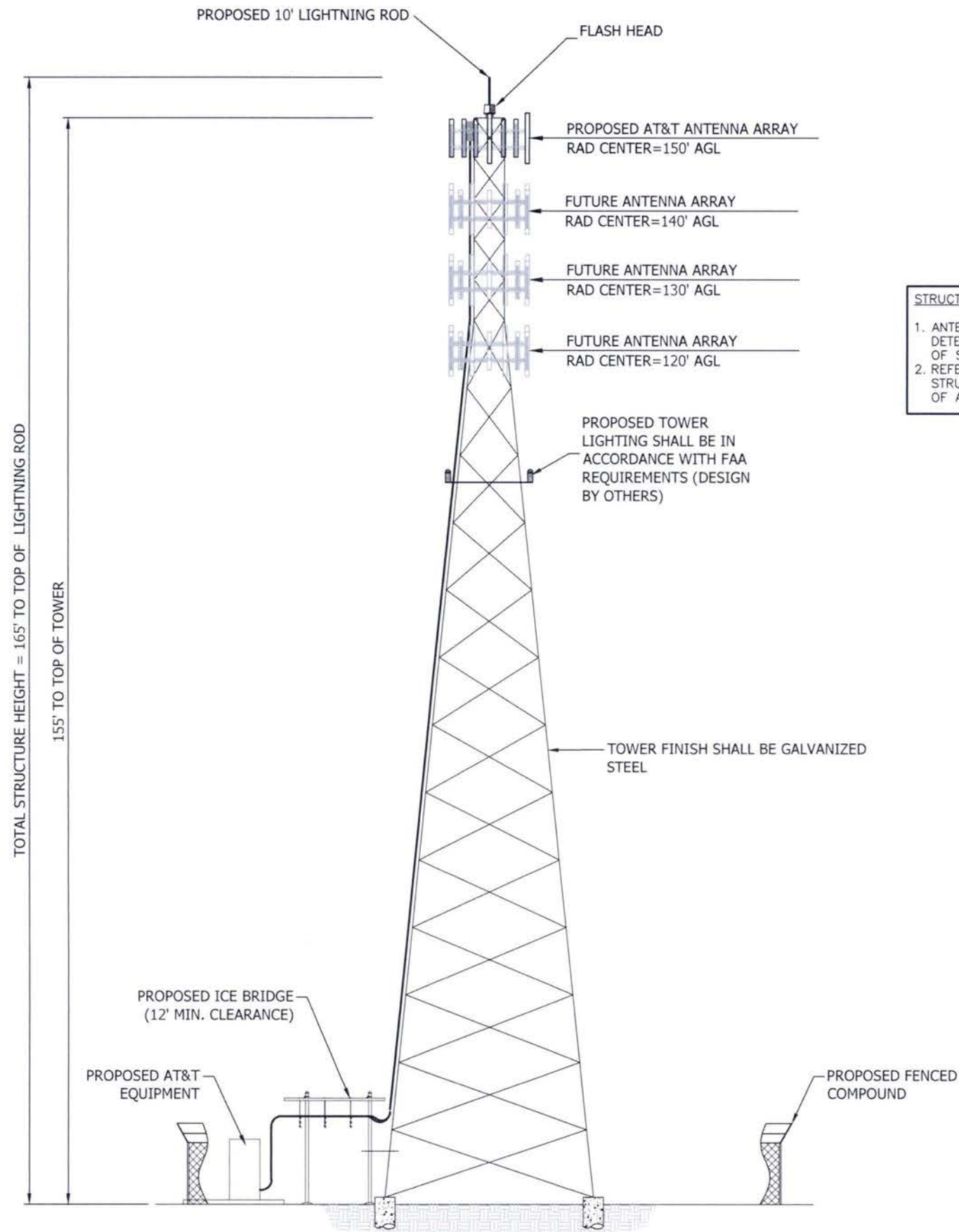


CALL KENTUCKY ONE CALL  
 (800) 752-6007  
 CALL 3 WORKING DAYS  
 BEFORE YOU DIG!



I:\2020\KATLINS WAY\2020\01.dwg - Sheet C-3 - Issue - mjanovic - 09/29/20 - 11/10/20





**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.



UNITI TOWERS  
**KATLINS WAY**  
 FA# 15145552  
 PACE# MRTNK047963  
 PT# 10124690  
 OLD HIGHWAY 90  
 MONTICELLO, KY 42633  
 WAYNE COUNTY  
 PROPOSED 155' SELF-SUPPORT TOWER

PROJECT NO: G0137327  
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B&T ENGINEERING, INC.  
 4011  
 Expires 12/31/20



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TOWER ELEVATION

SHEET NUMBER:  
**C-4**

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



Uniti Group Corporate Headquarters  
10802 Executive Center Drive  
Benton Building, Ste. 300  
Little Rock, AR 72211  
501.850.0820 | uniti.com

July 20, 2020

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

RE: Site Name – Monticello North Relo  
Proposed Cell Tower  
36.8623560 North Latitude, 84.8291670 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** Digitally signed by Jeremy Culpepper  
Date: 2020.07.20 11:01:12 -05'00'

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

Uniti Fiber Division Headquarters  
107 St. Francis Street, Ste. 1800  
Mobile, AL 36602  
251.662.1170 | unitifiber.com

New Orleans | Birmingham | Jackson | St. Petersburg | Dallas | Monroe

Uniti Towers Division Headquarters  
10801 Executive Center Drive, Shannon Bldg., Ste. 100  
Little Rock, AR 72211  
501.850.0820 | unititowers.com  
Domestic | International



**Structural Design Report**  
155' S3TL Series HD1 Self-Supporting Tower  
Site: Katlin Way, KY  
Site Number: 15145552

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

Job Number: 21-2656-JAC

**October 19, 2020**

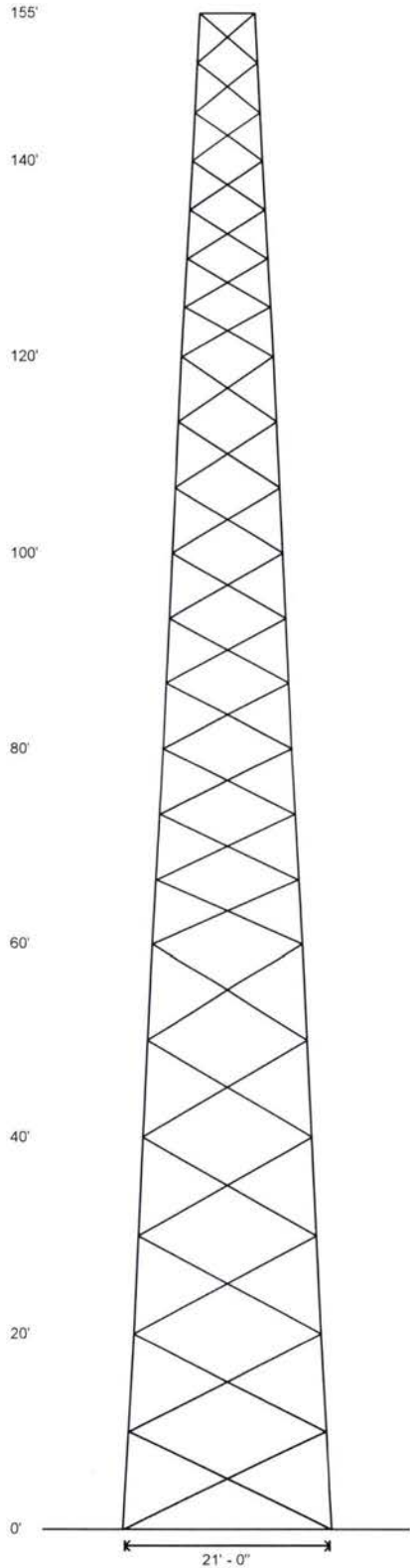
Tower Profile.....	1
Foundation Design Summary (Option 1).....	2
Foundation Design Summary (Option 2).....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-20



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 08:38:45



Legs	5.563 OD X .500	5.563 OD X .375	5.563 OD X .258	4.000 OD X .226	3.500 OD X .216	2.875 OD X .203
Diagonals	L 3 1/2 X 3 1/2 X 1/4	L 3 X 3 X 3/16	L 2 1/2 X 2 1/2 X 3/16	L 2 1/2 X 2 1/2 X 3/16	L 2 X 2 X 1/8	A
Horizontals			NONE			B
Brace Bolts	(1) 3/4"	(1) 3/4"	(1) 5/8"	(1) 5/8"		
Top Face Width	19'	17'	15'	13'	11'	9'
Panel Count/Height	6 @ 10'	6 @ 10'	6 @ 10'	9 @ 6.6667'	7 @ 5'	5.5'
Section Weight	3478	3351	2373	2203	1925	1550
					1106	727



### Designed Appurtenance Loading

Elev	Description	Tx-Line
150		(6) 1 1/2"
150	(1) 40,000 sq. in. antenna loading (at top)	(9) 1 5/8"
138		(6) 1 1/2"
138	(1) 30,000 sq. in. antenna loading (below top)	(9) 1 5/8"
126		(6) 1 1/2"
126	(1) 30,000 sq. in. antenna loading (below top)	(9) 1 5/8"
114	(2) Leg Dish Mount	
114	(2) 6' Solid Dish W/ Radome	(2) 1 5/8"
102	(2) Leg Dish Mount	
102	(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	981 ft

### Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	42.36	Shear (kips)	25.56
Axial (kips)	105.59	Compression (kips)	252
Moment (ft-kips)	4317	Uplift (kips)	219
Torsion (ft-kips)	15.24		

### Material List

Display	Value
A	L 1 3/4 X 1 3/4 X 1/8
B	L 2 1/2 X 2 1/2 X 3/16

### 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) Tower Rating: 98.07%
- 11) 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.



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

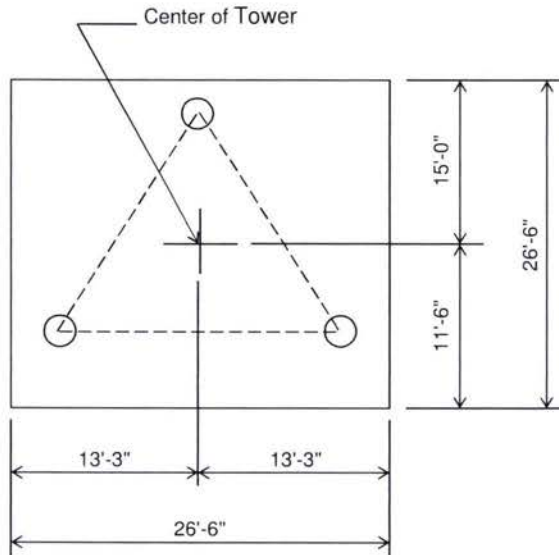
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Job: **21-2656-JAC**  
 Customer: **UNITI TOWERS/CS&L**  
 Site Name: **Katlin Way, KY 15145552**  
 Description: **155' S3TL**  
 Date: **2020.10.19** By: **DJH**

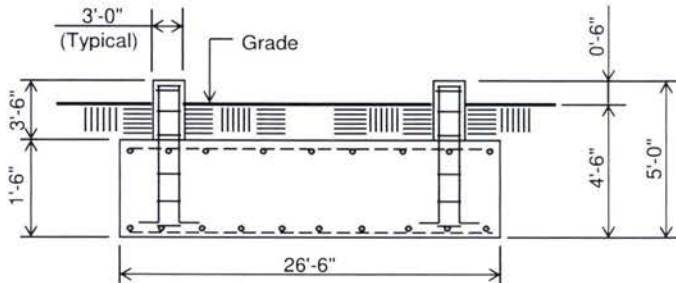
**Customer: UNITI TOWERS/CS&L**

**Site: Katlin Way, KY 15145552**

155 ft. Model S3TL Series HD1 Self Supporting Tower



**PLAN VIEW**



**ELEVATION VIEW**

(41.8 cu. yds.)

(1 REQD.; NOT TO SCALE)

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

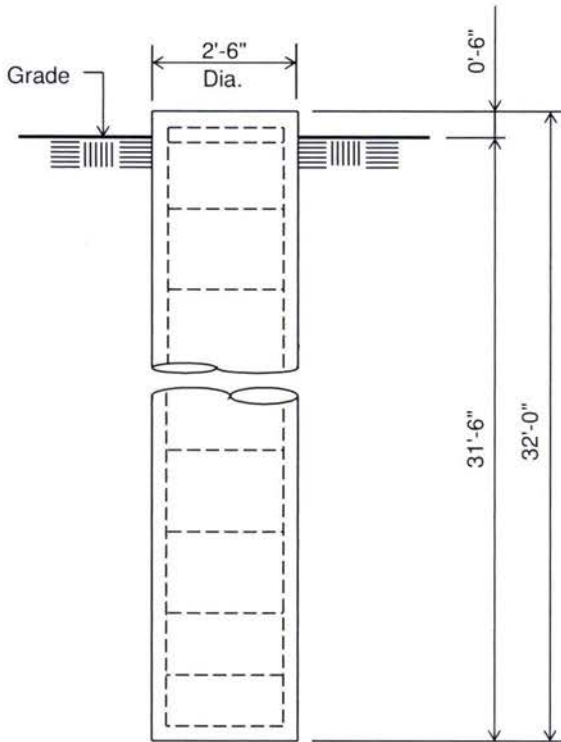
**Notes:**

- 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# GEO20-07035-08 Revision 1; dated October 12, 2020.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 3' 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>	(16) #6 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
<b>Mat</b>	(41) #8 horizontal rebar evenly spaced each way top and bottom. (164 total)
Anchor Bolts per Leg	
(6) 1" dia. x 51" F1554-105 on a 9" B.C. w/ 7" max. projection above concrete.	

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**Customer: UNITI TOWERS/CS&L**  
**Site: Katlin Way, KY 1514552**  
155 ft. Model S3TL Series HD1 Self Supporting Tower



**ELEVATION VIEW**

(5.8 cu. yds.)  
(3 REQUIRED; NOT TO SCALE)

**Notes:**

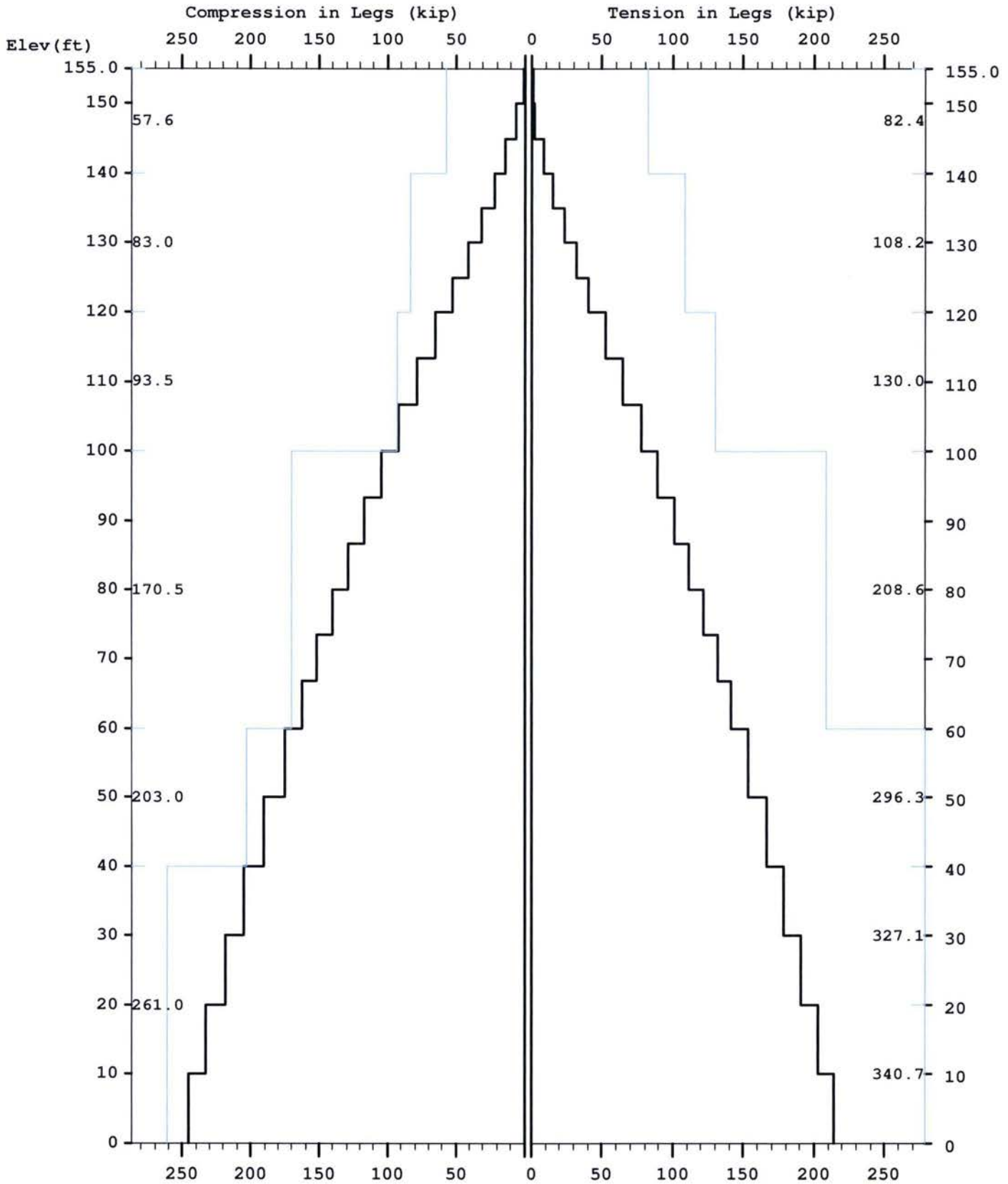
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by Delta Oaks Group; project# GEO20-07035-08 Revision 1; dated October 12, 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>	(10) #10 vertical rebar w/ #4 ties, two (2) within top 5" of pier then 12" C/C
<b>Anchor Bolts per Leg</b>	
	(6) 1" dia. x 51" F1554-105 on a 9" B.C. w/ 7" max. projection above concrete.

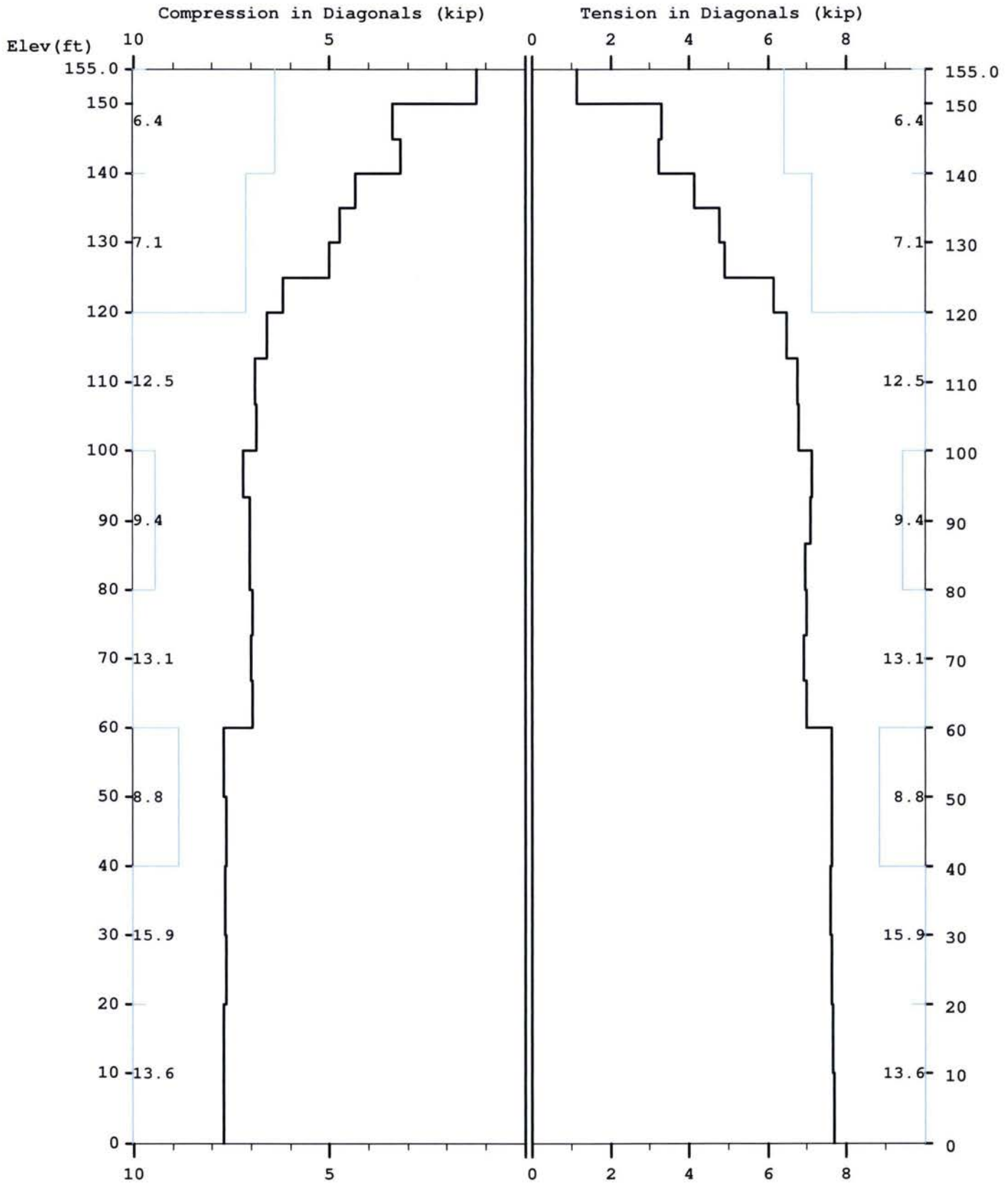
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Maximum

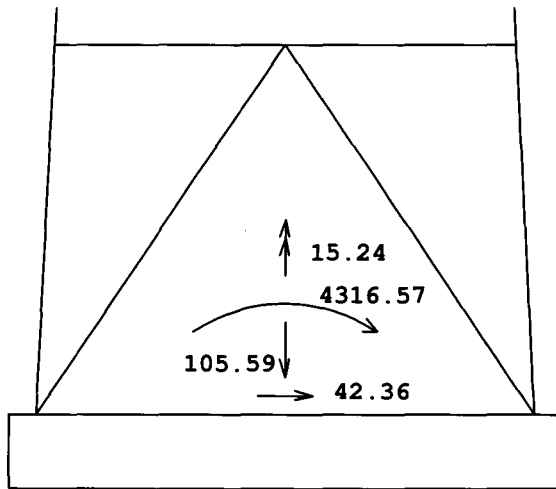


Maximum

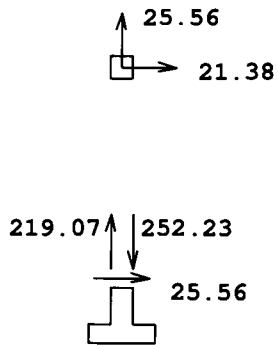


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



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	150.00	155.00	6.00	5.50	5.00
X	3	140.00	150.00	7.00	6.00	5.00
X	3	120.00	140.00	9.00	7.00	5.00
X	3	100.00	120.00	11.00	9.00	6.67
X	3	80.00	100.00	13.00	11.00	6.67
X	3	60.00	80.00	15.00	13.00	6.67
X	3	40.00	60.00	17.00	15.00	10.00
X	3	20.00	40.00	19.00	17.00	10.00
X	3	0.00	20.00	21.00	19.00	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	140.00	155.00	1.704	0.947	29000.	0.0000117
LE	120.00	140.00	2.228	0.947	29000.	0.0000117
LE	100.00	120.00	2.680	0.947	29000.	0.0000117
LE	60.00	100.00	4.299	0.947	29000.	0.0000117
LE	40.00	60.00	6.111	0.947	29000.	0.0000117
LE	0.00	40.00	7.952	0.947	29000.	0.0000117
DI	140.00	155.00	0.422	0.546	29000.	0.0000117
DI	120.00	140.00	0.484	0.546	29000.	0.0000117
DI	80.00	120.00	0.902	0.546	29000.	0.0000117
DI	40.00	80.00	1.090	0.546	29000.	0.0000117
DI	0.00	40.00	1.688	0.546	29000.	0.0000117
HO	150.00	155.00	0.902	0.778	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
150.0	155.0	57.62	82.45	6.40	6.40	13.03	13.03	0.00	0.00
140.0	150.0	57.62	82.45	6.40	6.40	0.00	0.00	0.00	0.00
120.0	140.0	83.04	108.15	7.13	7.13	0.00	0.00	0.00	0.00
100.0	120.0	93.52	129.98	12.47	12.47	0.00	0.00	0.00	0.00
80.0	100.0	170.46	208.55	9.45	9.45	0.00	0.00	0.00	0.00
60.0	80.0	170.46	208.55	13.10	13.10	0.00	0.00	0.00	0.00
40.0	60.0	203.00	296.33	8.84	8.84	0.00	0.00	0.00	0.00
20.0	40.0	260.96	327.10	15.88	15.88	0.00	0.00	0.00	0.00
0.0	20.0	260.96	340.73	13.59	13.59	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..LOAD..AT		LOAD AZI	.....FORCES.....		.....MOMENTS.....	
		RADIUS ft	AZI		HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	150.0	0.00	0.0	0.0	7.54	7.20	0.00	0.00
C	138.0	0.00	0.0	0.0	4.44	4.80	0.00	0.00
C	126.0	0.00	0.0	0.0	4.36	4.80	0.00	0.00
D	155.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	150.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	150.0	0.00	42.7	0.0	0.10	0.06	0.06	0.09
D	140.0	0.00	44.9	0.0	0.10	0.06	0.06	0.10
D	140.0	0.00	55.9	0.0	0.12	0.09	0.07	0.11
D	135.0	0.00	55.9	0.0	0.12	0.09	0.07	0.11

D	135.0	0.00	65.2	0.0	0.13	0.09	0.07	0.12
D	130.0	0.00	65.2	0.0	0.13	0.09	0.07	0.12
D	130.0	0.00	75.3	0.0	0.14	0.10	0.07	0.12
D	125.0	0.00	75.3	0.0	0.14	0.10	0.07	0.12
D	125.0	0.00	103.3	0.0	0.14	0.11	0.09	0.12
D	120.0	0.00	103.3	0.0	0.14	0.11	0.09	0.12
D	120.0	0.00	100.8	0.0	0.14	0.13	0.09	0.13
D	113.3	0.00	100.8	0.0	0.14	0.13	0.09	0.13
D	113.3	0.00	101.9	0.0	0.14	0.14	0.10	0.13
D	106.7	0.00	101.9	0.0	0.14	0.14	0.10	0.13
D	106.7	0.00	102.3	0.0	0.15	0.14	0.09	0.11
D	100.0	0.00	102.3	0.0	0.15	0.14	0.09	0.11
D	100.0	0.00	93.6	0.0	0.16	0.17	0.09	0.08
D	80.0	0.00	97.1	0.0	0.16	0.17	0.08	0.07
D	80.0	0.00	89.6	0.0	0.17	0.18	0.10	0.08
D	60.0	0.00	91.9	0.0	0.17	0.19	0.09	0.08
D	60.0	0.00	86.6	0.0	0.15	0.19	0.12	0.08
D	40.0	0.00	88.1	0.0	0.15	0.20	0.11	0.08
D	40.0	0.00	84.1	0.0	0.14	0.25	0.13	0.07
D	20.0	0.00	85.3	0.0	0.15	0.26	0.12	0.07
D	20.0	0.00	82.1	0.0	0.13	0.26	0.14	0.07
D	0.0	0.00	83.0	0.0	0.14	0.26	0.14	0.07

ANTENNA LOADING  
=====

.....ANTENNA.....	ATTACHMENT				.....ANTENNA FORCES.....			
TYPE	ELEV	AZI	RAD	AZI	AXIAL	SHEAR	GRAVITY	TORSION
	ft		ft		kip	kip	kip	ft-kip
STD+R	114.0	0.0	7.0	0.0	0.62	0.00	0.24	0.00
STD+R	114.0	180.0	7.0	120.0	-0.50	0.00	0.24	0.00
STD+R	102.0	0.0	7.7	0.0	0.61	0.00	0.24	0.00
STD+R	102.0	180.0	7.7	120.0	-0.49	0.00	0.24	0.00

LOADING CONDITION M  
=====

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

MAST LOADING  
=====

LOAD TYPE	ELEV	APPLY..LOAD..AT	LOAD	.....FORCES.....		.....MOMENTS.....		
	ft	RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL
		ft			kip	kip	ft-kip	ft-kip
C	150.0	0.00	0.0	0.0	7.54	5.40	0.00	0.00
C	138.0	0.00	0.0	0.0	4.44	3.60	0.00	0.00
C	126.0	0.00	0.0	0.0	4.36	3.60	0.00	0.00
D	155.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	150.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	150.0	0.00	42.7	0.0	0.10	0.05	0.04	0.09
D	140.0	0.00	44.9	0.0	0.10	0.05	0.04	0.10
D	140.0	0.00	55.9	0.0	0.12	0.06	0.05	0.11
D	135.0	0.00	55.9	0.0	0.12	0.06	0.05	0.11
D	135.0	0.00	65.2	0.0	0.13	0.07	0.06	0.12
D	125.0	0.00	75.3	0.0	0.14	0.07	0.05	0.12
D	125.0	0.00	103.3	0.0	0.14	0.09	0.07	0.12
D	120.0	0.00	103.3	0.0	0.14	0.09	0.07	0.12
D	120.0	0.00	100.8	0.0	0.14	0.10	0.07	0.13
D	106.7	0.00	101.9	0.0	0.14	0.10	0.08	0.13
D	106.7	0.00	102.3	0.0	0.15	0.11	0.07	0.11
D	100.0	0.00	102.3	0.0	0.15	0.11	0.07	0.11
D	100.0	0.00	93.6	0.0	0.16	0.13	0.07	0.08
D	80.0	0.00	97.1	0.0	0.16	0.13	0.06	0.07
D	80.0	0.00	89.6	0.0	0.17	0.14	0.08	0.08
D	60.0	0.00	91.9	0.0	0.17	0.14	0.07	0.08
D	60.0	0.00	86.6	0.0	0.15	0.15	0.09	0.08
D	40.0	0.00	88.1	0.0	0.15	0.15	0.08	0.08
D	40.0	0.00	84.1	0.0	0.14	0.19	0.10	0.07
D	20.0	0.00	85.3	0.0	0.15	0.19	0.09	0.07
D	20.0	0.00	82.1	0.0	0.13	0.19	0.11	0.07
D	0.0	0.00	83.0	0.0	0.14	0.20	0.10	0.07

ANTENNA LOADING  
=====

.....ANTENNA.....	ATTACHMENT				.....ANTENNA FORCES.....			
TYPE	ELEV	AZI	RAD	AZI	AXIAL	SHEAR	GRAVITY	TORSION
	ft		ft		kip	kip	kip	ft-kip
STD+R	114.0	0.0	7.0	0.0	0.62	0.00	0.18	0.00
STD+R	114.0	180.0	7.0	120.0	-0.50	0.00	0.18	0.00
STD+R	102.0	0.0	7.7	0.0	0.61	0.00	0.18	0.00
STD+R	102.0	180.0	7.7	120.0	-0.49	0.00	0.18	0.00

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	150.0	0.00	0.0	0.0	0.83	12.44	0.00	0.00
C	138.0	0.00	0.0	0.0	0.50	8.26	0.00	0.00
C	126.0	0.00	0.0	0.0	0.49	8.23	0.00	0.00
D	155.0	0.00	180.0	0.0	0.01	0.19	0.00	0.00
D	150.0	0.00	180.0	0.0	0.01	0.19	0.00	0.00
D	150.0	0.00	42.7	0.0	0.01	0.24	0.26	0.01
D	145.0	0.00	42.7	0.0	0.01	0.24	0.26	0.01
D	145.0	0.00	44.9	0.0	0.01	0.25	0.25	0.01
D	140.0	0.00	44.9	0.0	0.01	0.25	0.25	0.01
D	140.0	0.00	58.7	0.0	0.01	0.31	0.26	0.01
D	135.0	0.00	58.7	0.0	0.01	0.31	0.26	0.01
D	135.0	0.00	71.4	0.0	0.02	0.35	0.27	0.01
D	130.0	0.00	71.4	0.0	0.02	0.35	0.27	0.01
D	130.0	0.00	80.3	0.0	0.02	0.37	0.27	0.01
D	125.0	0.00	80.3	0.0	0.02	0.37	0.27	0.01
D	125.0	0.00	103.8	0.0	0.02	0.41	0.33	0.01
D	120.0	0.00	103.8	0.0	0.02	0.41	0.33	0.01
D	120.0	0.00	101.1	0.0	0.02	0.43	0.34	0.01
D	113.3	0.00	101.1	0.0	0.02	0.43	0.34	0.01
D	113.3	0.00	100.2	0.0	0.02	0.44	0.37	0.01
D	106.7	0.00	100.2	0.0	0.02	0.44	0.37	0.01
D	106.7	0.00	99.6	0.0	0.02	0.46	0.32	0.01
D	100.0	0.00	99.6	0.0	0.02	0.46	0.32	0.01
D	100.0	0.00	86.7	0.0	0.02	0.51	0.28	0.00
D	86.7	0.00	88.3	0.0	0.02	0.52	0.26	0.00
D	86.7	0.00	89.8	0.0	0.02	0.52	0.25	0.00
D	80.0	0.00	89.8	0.0	0.02	0.52	0.25	0.00
D	80.0	0.00	83.2	0.0	0.02	0.55	0.32	0.00
D	60.0	0.00	85.4	0.0	0.02	0.57	0.29	0.00
D	60.0	0.00	80.7	0.0	0.02	0.53	0.35	0.00
D	50.0	0.00	80.7	0.0	0.02	0.53	0.35	0.00
D	50.0	0.00	82.0	0.0	0.02	0.53	0.33	0.00
D	40.0	0.00	82.0	0.0	0.02	0.53	0.33	0.00
D	40.0	0.00	78.7	0.0	0.02	0.59	0.39	0.00
D	20.0	0.00	79.6	0.0	0.02	0.60	0.37	0.00
D	20.0	0.00	79.5	0.0	0.01	0.47	0.21	0.00
D	10.0	0.00	79.5	0.0	0.01	0.47	0.21	0.00
D	10.0	0.00	78.3	0.0	0.01	0.54	0.34	0.00
D	0.0	0.00	78.3	0.0	0.01	0.54	0.34	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	114.0	0.0	7.0	0.0	0.06	0.00	0.78	0.00
STD+R	114.0	180.0	7.0	120.0	-0.05	0.00	0.78	0.00
STD+R	102.0	0.0	7.7	0.0	0.05	0.00	0.77	0.00
STD+R	102.0	180.0	7.7	120.0	-0.04	0.00	0.77	0.00

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

=====

ELEV ft	AZI deg	TYPE *	.....BEAM DEFLECTIONS (deg).....			
			ROLL	YAW	PITCH	TOTAL
114.0	0.0	STD+R	-0.725 G	0.046 D	-0.666 J	0.667 J
114.0	180.0	STD+R	0.725 G	0.046 D	0.666 J	0.667 J
102.0	0.0	STD+R	-0.616 G	0.041 D	-0.563 J	0.564 J
102.0	180.0	STD+R	0.616 G	0.041 D	0.563 J	0.564 J

MAXIMUM TENSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
155.0	-----	-----	0.93 A	0.00 A
	0.71 G	1.14 S		
150.0	-----	-----	0.14 G	0.00 A
	1.47 M	3.29 N		
145.0	-----	-----	0.17 I	0.00 A
	8.83 M	3.24 H		
140.0	-----	-----	0.07 K	0.00 A
	14.75 M	4.15 M		
135.0	-----	-----	0.10 A	0.00 A
	23.32 M	4.76 H		
130.0	-----	-----	0.09 A	0.00 A
	31.46 M	4.91 N		
125.0	-----	-----	0.05 A	0.00 A
	40.28 M	6.13 B		

120.0	52.19 M	6.50 T	0.14 A	0.00 A
113.3	64.71 M	6.74 F	0.06 F	0.00 A
106.7	77.24 M	6.79 R	0.15 I	0.00 A
100.0	88.95 M	7.11 F	0.07 F	0.00 A
93.3	100.55 M	7.08 R	0.09 I	0.00 A
86.7	111.38 M	6.95 F	0.07 A	0.00 A
80.0	121.87 M	6.98 R	0.08 I	0.00 A
73.3	131.80 M	6.92 F	0.10 A	0.00 A
66.7	141.52 M	7.00 R	0.08 A	0.00 A
60.0	152.95 M	7.62 F	0.08 A	0.00 A
50.0	166.35 M	7.63 R	0.11 A	0.00 A
40.0	178.96 M	7.59 F	0.07 A	0.00 A
30.0	191.09 M	7.64 R	0.08 A	0.00 A
20.0	202.70 M	7.65 F	0.01 g	0.00 A
10.0	213.88 M	7.69 R	0.07 A	0.00 A
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
155.0	-0.69 M	-1.22 A	-0.87 S	0.00 A
150.0	-5.82 G	-3.40 H	-0.13 M	0.00 A
145.0	-13.64 G	-3.19 N	-0.13 O	0.00 A
140.0	-21.36 G	-4.32 G	-0.06 Q	0.00 A
135.0	-31.60 G	-4.74 H	-0.07 S	0.00 A
130.0	-40.59 G	-5.00 H	-0.06 S	0.00 A
125.0	-52.17 G	-6.18 H	-0.02 W	0.00 A
120.0	-64.67 G	-6.60 B	-0.11 S	0.00 A
113.3	-78.37 G	-6.88 F	-0.04 X	0.00 A
106.7	-91.72 G	-6.87 F	-0.12 S	0.00 A
100.0	-104.71 G	-7.21 R	-0.04 X	0.00 A
93.3	-117.16 G	-7.04 F	-0.08 S	0.00 A
86.7	-129.03 G	-7.03 R	-0.05 W	0.00 A
80.0	-140.46 G	-6.95 F	-0.07 S	0.00 A
73.3	-151.49 G	-7.00 R	-0.08 S	0.00 A
66.7	-162.26 G	-6.97 F	-0.07 S	0.00 A
60.0	-175.11 G	-7.70 F	-0.06 S	0.00 A
50.0	-190.19 G	-7.63 F	-0.09 S	0.00 A
40.0	-204.73 G	-7.66 F	-0.06 S	0.00 A
30.0	-218.91 G	-7.65 F	-0.07 S	0.00 A
20.0	-232.67 G	-7.70 F	0.00 X	0.00 A
10.0	-245.95 G	-7.72 F	-0.06 S	0.00 A
0.0			0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST	-- LEG COMPRESSION -- FORCE/	---- LEG TENSION ---- FORCE/
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ELEV ft	MAX COMP	COMP RESIST	RESIST RATIO	MAX TENS	TENS RESIST	RESIST RATIO
155.00	0.69	57.62	0.01	0.71	82.45	0.01
150.00	5.82	57.62	0.10	1.47	82.45	0.02
145.00	13.64	57.62	0.24	8.83	82.45	0.11
140.00	21.36	83.04	0.26	14.75	108.15	0.14
135.00	31.60	83.04	0.38	23.32	108.15	0.22
130.00	40.59	83.04	0.49	31.46	108.15	0.29
125.00	52.17	83.04	0.63	40.28	108.15	0.37
120.00	64.67	93.52	0.69	52.19	129.98	0.40
113.33	78.37	93.52	0.84	64.71	129.98	0.50
106.67	91.72	93.52	0.98	77.24	129.98	0.59
100.00	104.71	170.46	0.61	88.95	208.55	0.43
93.33	117.16	170.46	0.69	100.55	208.55	0.48
86.67	129.03	170.46	0.76	111.38	208.55	0.53
80.00	140.46	170.46	0.82	121.87	208.55	0.58
73.33	151.49	170.46	0.89	131.80	208.55	0.63
66.67	162.26	170.46	0.95	141.52	208.55	0.68
60.00	175.11	203.00	0.86	152.95	296.33	0.52
50.00	190.19	203.00	0.94	166.35	296.33	0.56
40.00	204.73	260.96	0.78	178.96	327.10	0.55
30.00	218.91	260.96	0.84	191.09	327.10	0.58
20.00	232.67	260.96	0.89	202.70	340.73	0.59
10.00	245.95	260.96	0.94	213.88	340.73	0.63
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
155.00	1.22	6.40	0.19	1.14	6.40	0.18
150.00	3.40	6.40	0.53	3.29	6.40	0.51
145.00	3.19	6.40	0.50	3.24	6.40	0.51
140.00	4.32	7.13	0.61	4.15	7.13	0.58
135.00	4.74	7.13	0.66	4.76	7.13	0.67
130.00	5.00	7.13	0.70	4.91	7.13	0.69
125.00	6.18	7.13	0.87	6.13	7.13	0.86
120.00	6.60	12.47	0.53	6.50	12.47	0.52
113.33	6.88	12.47	0.55	6.74	12.47	0.54
106.67	6.87	12.47	0.55	6.79	12.47	0.54
100.00	7.21	9.45	0.76	7.11	9.45	0.75
93.33	7.04	9.45	0.74	7.08	9.45	0.75
86.67	7.03	9.45	0.74	6.95	9.45	0.74
80.00	6.95	13.10	0.53	6.98	13.10	0.53
73.33	7.00	13.10	0.53	6.92	13.10	0.53
66.67	6.97	13.10	0.53	7.00	13.10	0.53
60.00	7.70	8.84	0.87	7.62	8.84	0.86
50.00	7.63	8.84	0.86	7.63	8.84	0.86
40.00	7.66	15.88	0.48	7.59	15.88	0.48



30.00	7.65	15.88	0.48	7.64	15.88	0.48
20.00	7.70	13.59	0.57	7.65	13.59	0.56
10.00	7.72	13.59	0.57	7.69	13.59	0.57
0.00						

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
25.56 G	21.38 K	252.23 G	-219.07 M	25.56 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
42.4 G	-37.2 P	42.4 G	105.6 a	4316.6 G	3867.2 J	4316.6 G	15.2 D

Latticed Tower Analysis (Unguyed) (c)2017 Guymast Inc. 416-736-7453  
 Processed under license at:

Sabre Towers and Poles on: 19 oct 2020 at: 15:56:19

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 \*\*\*\*\* 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	150.0	0.00	0.0	0.0	2.46	6.00	0.00	0.00
C	138.0	0.00	0.0	0.0	1.45	4.00	0.00	0.00
C	126.0	0.00	0.0	0.0	1.42	4.00	0.00	0.00
D	155.0	0.00	180.0	0.0	0.02	0.04	0.00	0.00
D	150.0	0.00	180.0	0.0	0.02	0.04	0.00	0.00
D	150.0	0.00	42.7	0.0	0.03	0.05	0.05	0.03
D	140.0	0.00	44.9	0.0	0.03	0.05	0.05	0.03
D	140.0	0.00	55.9	0.0	0.04	0.07	0.06	0.04
D	130.0	0.00	65.2	0.0	0.04	0.08	0.06	0.04
D	130.0	0.00	75.3	0.0	0.04	0.08	0.06	0.04
D	125.0	0.00	75.3	0.0	0.04	0.08	0.06	0.04
D	125.0	0.00	103.3	0.0	0.05	0.09	0.07	0.04
D	120.0	0.00	103.3	0.0	0.05	0.09	0.07	0.04
D	120.0	0.00	100.9	0.0	0.05	0.11	0.08	0.04
D	100.0	0.00	102.5	0.0	0.05	0.12	0.08	0.04
D	100.0	0.00	93.6	0.0	0.05	0.14	0.08	0.02
D	80.0	0.00	97.1	0.0	0.05	0.14	0.07	0.02
D	80.0	0.00	89.6	0.0	0.06	0.15	0.09	0.02
D	60.0	0.00	91.9	0.0	0.06	0.16	0.08	0.02
D	60.0	0.00	86.6	0.0	0.05	0.16	0.10	0.02
D	40.0	0.00	88.1	0.0	0.05	0.16	0.09	0.02
D	40.0	0.00	84.1	0.0	0.05	0.21	0.11	0.02
D	20.0	0.00	85.3	0.0	0.05	0.21	0.10	0.02
D	20.0	0.00	82.1	0.0	0.04	0.22	0.12	0.02
D	0.0	0.00	83.0	0.0	0.04	0.22	0.11	0.02

ANTENNA LOADING

.....ANTENNA.....	ATTACHMENT				.....ANTENNA FORCES.....			
TYPE	ELEV ft	AZI	RAD ft	AZI	AXIAL kip	SHEAR kip	GRAVITY kip	TORSION ft-kip
STD+R	114.0	0.0	7.0	0.0	0.20	0.00	0.20	0.00
STD+R	114.0	180.0	7.0	120.0	-0.16	0.00	0.20	0.00
STD+R	102.0	0.0	7.7	0.0	0.20	0.00	0.20	0.00
STD+R	102.0	180.0	7.7	120.0	-0.16	0.00	0.20	0.00

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MAXIMUM MAST DISPLACEMENTS:

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ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
155.0	0.429 G	0.393 J	0.009 G	0.294 G	0.273 J	0.016 D
150.0	0.403 G	0.369 J	0.009 G	0.295 G	0.273 J	0.016 D
145.0	0.376 G	0.344 J	0.009 G	0.293 G	0.272 J	0.016 D
140.0	0.351 G	0.320 J	0.008 G	0.289 G	0.268 J	0.016 D
135.0	0.324 G	0.296 J	0.008 G	0.283 G	0.262 J	0.016 D
130.0	0.299 G	0.272 J	0.008 G	0.276 G	0.255 J	0.016 D
125.0	0.274 G	0.250 J	0.007 G	0.266 G	0.245 J	0.016 D
120.0	0.250 G	0.227 J	0.007 G	0.254 G	0.234 J	0.016 D
113.3	0.221 G	0.200 J	0.006 G	0.237 G	0.218 J	0.015 D
106.7	0.193 G	0.175 J	0.006 G	0.218 G	0.200 J	0.014 D
100.0	0.168 G	0.152 J	0.005 G	0.196 G	0.180 J	0.013 D
93.3	0.145 G	0.131 J	0.005 G	0.182 G	0.166 J	0.012 D
86.7	0.123 G	0.111 J	0.005 G	0.167 G	0.152 J	0.010 D
80.0	0.104 G	0.093 J	0.004 G	0.151 G	0.137 J	0.009 D
73.3	0.086 G	0.078 J	0.004 G	0.135 G	0.122 J	0.008 D
66.7	0.071 G	0.064 J	0.003 G	0.118 G	0.107 J	0.007 D
60.0	0.057 G	0.051 J	0.003 A	0.100 G	0.090 J	0.006 D
50.0	0.040 G	0.036 J	0.002 G	0.081 G	0.073 J	0.004 D
40.0	0.026 G	0.023 J	0.002 B	0.062 G	0.056 J	0.003 D
30.0	0.016 G	0.014 J	0.001 H	0.047 G	0.042 J	0.002 D
20.0	0.008 G	0.007 J	0.001 B	0.031 G	0.028 J	0.002 D
10.0	0.002 G	0.002 J	0.001 B	0.016 G	0.014 J	0.001 D
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

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MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

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ELEV ft	AZI deg	TYPE *	.....BEAM DEFLECTIONS (deg).....			
			ROLL	YAW	PITCH	TOTAL
114.0	0.0	STD+R	-0.239 G	0.015 D	-0.220 J	0.220 J
114.0	180.0	STD+R	0.239 G	0.015 D	0.220 J	0.220 J
102.0	0.0	STD+R	-0.203 G	0.013 D	-0.186 J	0.186 J
102.0	180.0	STD+R	0.203 G	0.013 D	0.186 J	0.186 J

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MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
155.0	-----	-----	0.33 A	0.00 A
150.0	0.25 G	0.35 G	0.05 G	0.00 A
145.0	0.00 A	1.05 B	0.07 I	0.00 A
140.0	1.35 A	1.08 B	0.03 K	0.00 A
135.0	2.74 A	1.33 A	0.04 A	0.00 A
130.0	5.05 A	1.57 B	0.04 A	0.00 A
125.0	7.48 A	1.59 B	0.02 A	0.00 A
120.0	9.51 A	2.00 B	0.06 A	0.00 A
113.3	13.29 A	2.11 B	0.03 F	0.00 A
106.7	17.08 A	2.23 F	0.06 A	0.00 A
100.0	21.04 A	2.18 F	0.03 F	0.00 A
93.3	24.52 A	2.37 F	0.03 A	0.00 A
86.7	28.19 A	2.27 F	0.03 A	0.00 A
80.0	31.47 A	2.31 F	0.03 A	0.00 A
73.3	34.74 A	2.26 F	0.04 A	0.00 A
66.7	37.74 A	2.30 F	0.03 A	0.00 A
60.0	40.73 A	2.28 F	0.03 A	0.00 A
50.0	44.17 A	2.53 F	0.04 A	0.00 A
	48.25 A	2.49 F		

40.0	-----		0.03 A	0.00 A
	51.96 A	2.52 F		
30.0	-----		0.03 A	0.00 A
	55.51 A	2.50 F		
20.0	-----		0.00 F	0.00 A
	58.82 A	2.54 F		
10.0	-----		0.03 A	0.00 A
	62.05 A	2.51 F		
0.0	-----		0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
155.0	-----		-0.27 G	0.00 A
	-0.22 A	-0.43 A		
150.0	-----		-0.04 A	0.00 A
	-3.16 G	-1.16 B		
145.0	-----		-0.03 C	0.00 A
	-5.85 G	-1.04 H		
140.0	-----		-0.02 E	0.00 A
	-8.88 G	-1.46 G		
135.0	-----		-0.01 G	0.00 A
	-12.70 G	-1.55 B		
130.0	-----		-0.01 G	0.00 A
	-15.87 G	-1.67 H		
125.0	-----		0.00 A	0.00 A
	-20.42 G	-2.04 H		
120.0	-----		-0.03 C	0.00 A
	-24.66 G	-2.19 B		
113.3	-----		0.00 L	0.00 A
	-29.44 G	-2.25 F		
106.7	-----		-0.03 C	0.00 A
	-33.96 G	-2.30 F		
100.0	-----		-0.01 L	0.00 A
	-38.55 G	-2.32 F		
93.3	-----		-0.02 C	0.00 A
	-42.75 G	-2.36 F		
86.7	-----		-0.01 K	0.00 A
	-46.90 G	-2.28 F		
80.0	-----		-0.02 G	0.00 A
	-50.80 G	-2.33 F		
73.3	-----		-0.02 G	0.00 A
	-54.69 G	-2.29 F		
66.7	-----		-0.02 G	0.00 A
	-58.41 G	-2.33 F		
60.0	-----		-0.01 G	0.00 A
	-62.94 G	-2.53 F		
50.0	-----		-0.02 G	0.00 A
	-68.22 G	-2.55 F		
40.0	-----		-0.01 G	0.00 A
	-73.42 G	-2.53 F		
30.0	-----		-0.02 G	0.00 A
	-78.51 G	-2.56 F		
20.0	-----		0.00 A	0.00 A
	-83.52 G	-2.54 F		
10.0	-----		-0.02 G	0.00 A
	-88.32 G	-2.58 F		
0.0	-----		0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
8.87 G	7.43 K	90.63 G	-63.51 A	8.87 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.1	
13.9 G	12.2 J	13.9 G	37.2 K	1422.7 G	1276.2 J	1422.7 G	5.0 D

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)
140	155	2.875 OD X .203						6	0.75	6.50	1.00	8.50
120	140	3.500 OD X .216	6	0.75	6.50	1.00	8.50	6	1.00	9.00	1.25	11.50
100	120	4.000 OD X .226	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
80	100	5.563 OD X .258	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
60	80	5.563 OD X .258	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
40	60	5.563 OD X .375	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
20	40	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
0	20	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50

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)
140	155	L 1 3/4 X 1 3/4 X 1/8	1	0.625	1.500		1.000	0.375
120	140	L 2 X 2 X 1/8	1	0.625	1.500		1.125	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 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
60	80	L 3 X 3 X 3/16	1	0.750	1.500		1.750	0.375
40	60	L 3 X 3 X 3/16	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 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375

**MAT FOUNDATION DESIGN BY SABRE INDUSTRIES**

155' S3TL Series HD1 UNIT1 TOWERS/CS&L Katlin Way, KY (21-2656-JAC) 2020-10-19 DJH

<b>Overall Loads:</b>			
Factored Moment (ft-kips)	4316.57		
Factored Axial (kips)	105.59		
Factored Shear (kips)	42.36		
<b>Individual Leg Loads:</b>			
Factored Uplift (kips)	219.00	Tower eccentric from mat (ft)=	1.75
Factored Download (kips)	252.00		
Factored Shear (kips)	26.00		
Width of Tower (ft)	21	Allowable Bearing Pressure (ksf)	5.50
Ultimate Bearing Pressure	11.00	Safety Factor	2.00
Bearing $\Phi_s$	0.75		
Bearing Design Strength (ksf)	8.25	Max. Factored Net Bearing Pressure (ksf)	5.16
Water Table Below Grade (ft)	999		
Width of Mat (ft)	26.5	Minimum Mat Width (ft)	26.00
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	4.5		
Bolt Circle Diameter (in)	9		
Effective Anchor Bolt Embedment	41.625	Minimum Pier Diameter (ft)	2.08
Diameter of Pier (ft)	3	Equivalent Square b (ft)	2.66
Ht. of Pier Above Ground (ft)	0.5		
Ht. of Pier Below Ground (ft)	3		
Quantity of Bars in Mat	41		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in <sup>2</sup> )	32.20		
Spacing of Bars in Mat (in)	7.78	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	16		
Bar Diameter in Pier (in)	0.75		
Tie Bar Diameter in Pier (in)	0.5	Minimum Pier $A_s$ (in <sup>2</sup> )	5.09
Spacing of Ties (in)	4	Recommended Spacing (in)	5 to 12
Area of Bars in Pier (in <sup>2</sup> )	7.07		
Spacing of Bars in Pier (in)	5.51		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	41.76		

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

**Two-Way Shear:**

Average d (in)	14		
$\phi v_c$ (ksi)	0.201	$v_u$ (ksi)	0.096
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.302		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.254		
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.201		
Shear perimeter, $b_o$ (in)	183.62		
$\beta_c$	1		

**Stability:**

Overturning Design Strength (ft-k)	5032.8	Factored Overturning Moment (ft-k)	4528.4
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**One-Way Shear:**

$\phi V_c$ (kips)	448.0	$V_u$ (kips)	319.6
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**Pier Design:**

Design Tensile Strength (kips)	381.7	$T_u$ (kips)	219.0
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**Shear:**

$\phi$	0.75		
$V_c$ (kips)	79.2		
$V_s$ (kips)	169.6	$V_{s,max}$ (kips)	556.4
$\phi V_n$ (kips)	186.7	$V_u$ (kips)	26.0
Maximum Spacing (in)	13.01	(Only if Shear Ties are Required)	
Actual Hook Development (in)	13.00	Req'd Hook Development $l_{dh}$ (in) - Tension	9.39
		Req'd Hook Development $l_{dc}$ (in) - Compression	10.13

**Anchor Bolt Pull-Out:**

$N_{ua} / \phi N_n$	0.69	$V_{ua} / \phi V_n$	0.18
Pier Rebar Development Length (in)	31.89	Required Length of Development (in)	16.10

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	1913.6	$M_u$ (ft-kips)	1887.1
a (in)	1.59		
Steel Ratio	0.00723		
$\beta_1$	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**

155' S3TL Series HD1 UNITI TOWERS/CS&L Katlin Way, KY (21-2656-JAC) 2020-10-19 DJH

Factored Uplift (kips)	219
Factored Download (kips)	252
Factored Shear (kips)	26

Ultimate Bearing Pressure	52.76
Bearing $\phi_s$	0.75
Bearing Design Strength (ksf)	39.57

Water Table Below Grade (ft)	999
Bolt Circle Diameter (in)	9

Effective Anchor Bolt Embedment	41.625
Pier Diameter (ft)	2.5
Ht. Above Ground (ft)	0.5
Pier Length Below Ground (ft)	31.5

Minimum Pier Diameter (ft) 2.08

Quantity of Bars	10
Bar Diameter (in)	1.27
Area of Bars (in <sup>2</sup> )	12.67
Spacing of Bars (in)	6.71
Tie Bar Diameter (in)	0.5
Spacing of Ties (in)	12

Minimum Area of Steel (in<sup>2</sup>) 3.53

$f'_c$ (ksi)	4.5
$f_y$ (ksi)	60
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd <sup>3</sup> )	5.82

Length to ignore download (ft)

Ignore bottom length in download?

0

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	$\gamma$ (kcf)
3	0.00	0.00	0.11
6	0.96	0.96	0.11
9	1.23	1.23	0.115
14	1.23	1.23	0.115
19	0.96	0.96	0.11
24	1.23	1.23	0.115
29	1.29	0.96	0.13
34	2.40	2.40	0.13
39	2.40	2.40	0.13
44	2.40	2.40	0.13
47.3	2.40	2.40	0.13



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

<b>Download:</b>			
$\Phi_s$ , Download Friction	0.75		
$Q_t$ , Skin Friction (kips)	283.7	$W_s$ (kips)	18.1
$Q_b$ , End Bearing Strength (kips)	259.0	$W_c$ (kips)	23.6
Download Design Strength (kips)	407.0	Factored Net Download (kips)	258.6

<b>Uplift (skin friction):</b>			
$\Phi_s$ , Uplift (friction)	0.75		
$Q_t$ , Skin Friction (kips)	270.7		
$W_c$ (kips)	23.6		
$W_w$ (kips)	0.0		
Uplift Design Strength (kips)	224.3	Factored Uplift (kips)	219.0

<b>Uplift (cone):</b>			
$\Phi_s$ , Uplift (cone)	0.75		
$W_{s,cone}$ (kips)	1480.4		
$W_{w,cone}$ (kips)	0.0		
$W_c$ (kips)	23.6		
$W_{w,cyl}$ (kips)	0.0		
Uplift Design Strength (kips)	1131.5	Factored Uplift (kips)	219.0

<b>Tension:</b>			
Design Tensile Strength (kips)	684.1	$T_u$ (kips)	219.0

<b>Shear:</b>			
$\phi$	0.75		
$V_c$ (kips)	36.7		
$V_s$ (kips)	47.1	$V_{s,max}$ (kips)	386.4
$\phi V_n$ (kips)	62.9	$V_u$ (kips)	26.0

<b>Anchor Bolt Pull-Out:</b>			
$N_{ua} / \phi N_n$	0.71	$V_{ua} / \phi V_n$	0.18
Rebar Development Length (in)	34.17	Required Length of Development (in)	34.08

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**

▼ Active ▼

	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	SelectTel, Inc. d/b/a SelectTel 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-11564-OE

Issued Date: 07/20/2020

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

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

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

Structure: Antenna Tower KYLEX2046 (Katlins Way)  
 Location: Monticello, KY  
 Latitude: 36-51-44.48N NAD 83  
 Longitude: 84-49-45.00W  
 Heights: 979 feet site elevation (SE)  
 167 feet above ground level (AGL)  
 1146 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

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

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

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

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

See attachment for additional condition(s) or information.

This determination expires on 01/20/2022 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 subject to review if an interested party files a petition that is received by the FAA on or before August 19, 2020. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted to the Manager of the Rules and Regulations Group. Petitions can be submitted via mail to Federal Aviation Administration, 800 Independence Ave, SW, Washington, DC 20591, via email at [OEPetitions@faa.gov](mailto:OEPetitions@faa.gov), or via facsimile (202) 267-9328.

This determination becomes final on August 29, 2020 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Rules and Regulations Group via telephone – 202-267-8783.

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.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed

structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

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 Chris Smith, 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-11564-OE.

**Signature Control No: 437258875-445894561**

( DNH )

Mike Helvey

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Frequency Data

Map(s)

cc: FCC

## Additional information for ASN 2020-ASO-11564-OE

### Abbreviations

AGL - Above Ground Level

AMSL - Above Mean Sea Level

CAT - Category

CFR - Code of Federal Regulations

nm - nautical mile

TPA - Traffic Pattern Airspace

Part 77 - Title 14 CFR Part 77, Safe, Efficient Use and Preservation of the Navigable Airspace

Our study has disclosed that this proposed tower, located approximately 1.37 nm northeast, is within the protected surfaces at WAYNE COUNTY Airport (EKQ), KY. At the proposed height, this structure will penetrate these protected airport surfaces at EKQ:

> 77.17 (a)(5) The surface of a takeoff and landing area of an airport or any imaginary surface established under 77.19, 77.21, or 77.23.

77.19 (a) Horizontal surface. A horizontal plane 150 feet above the established airport elevation. Exceeds by 34 feet.

>The proposed structure would lie within the TPA climb and descent area for all runways for all categories of aircraft.

\*\*Note: Aircraft categories are based on approach speed, CAT A = less than 91 knots, CAT B = 91- 120 knots, CAT C = 121-140 knots, CAT D = 141-165 knots, CAT E 165 + knots.

The proposal was circularized on June 8, 2020 to all known aviation interests and to non-aeronautical interests that may be affected by the proposal. No letters of objection were received as a result of the circularization.

### AERONAUTICAL STUDY FOR POSSIBLE INSTRUMENT FLIGHT RULES (IFR) EFFECT DISCLOSED THE FOLLOWING:

> The structure has no effect on any existing or proposed IFR arrival/departure and en route routes, operations, or procedures.

> The structure has no effect on any existing or proposed IFR en route routes, operations, or procedures.

> The structure has no effect on any existing or proposed IFR minimum flight altitudes.

### AERONAUTICAL STUDY FOR POSSIBLE VISUAL FLIGHT RULES (VFR) EFFECT DISCLOSED THE FOLLOWING:

The latest EKQ Airport Master Plan, dated May 8, 2018 indicates that EKQ has approximately 8,640 operations per year, although no specific information is available as to the number of operations per category of aircraft. The Airport Master Plan identifies that the following are based at EKQ: 8 single engine and 1 helicopter. The structure will be located within the TPA. Aircraft operating at normal TPA altitudes and standard rates of descent would have reasonable clearance above this structure. No information was received to indicate this

structure would be a problem for aircraft operating in the traffic pattern. Therefore, the structure would not have a substantial adverse effect on VFR operations at EKQ or any other known public use or military airports. At 167 feet AGL, the structure would not have a substantial adverse effect on VFR en route flight operations

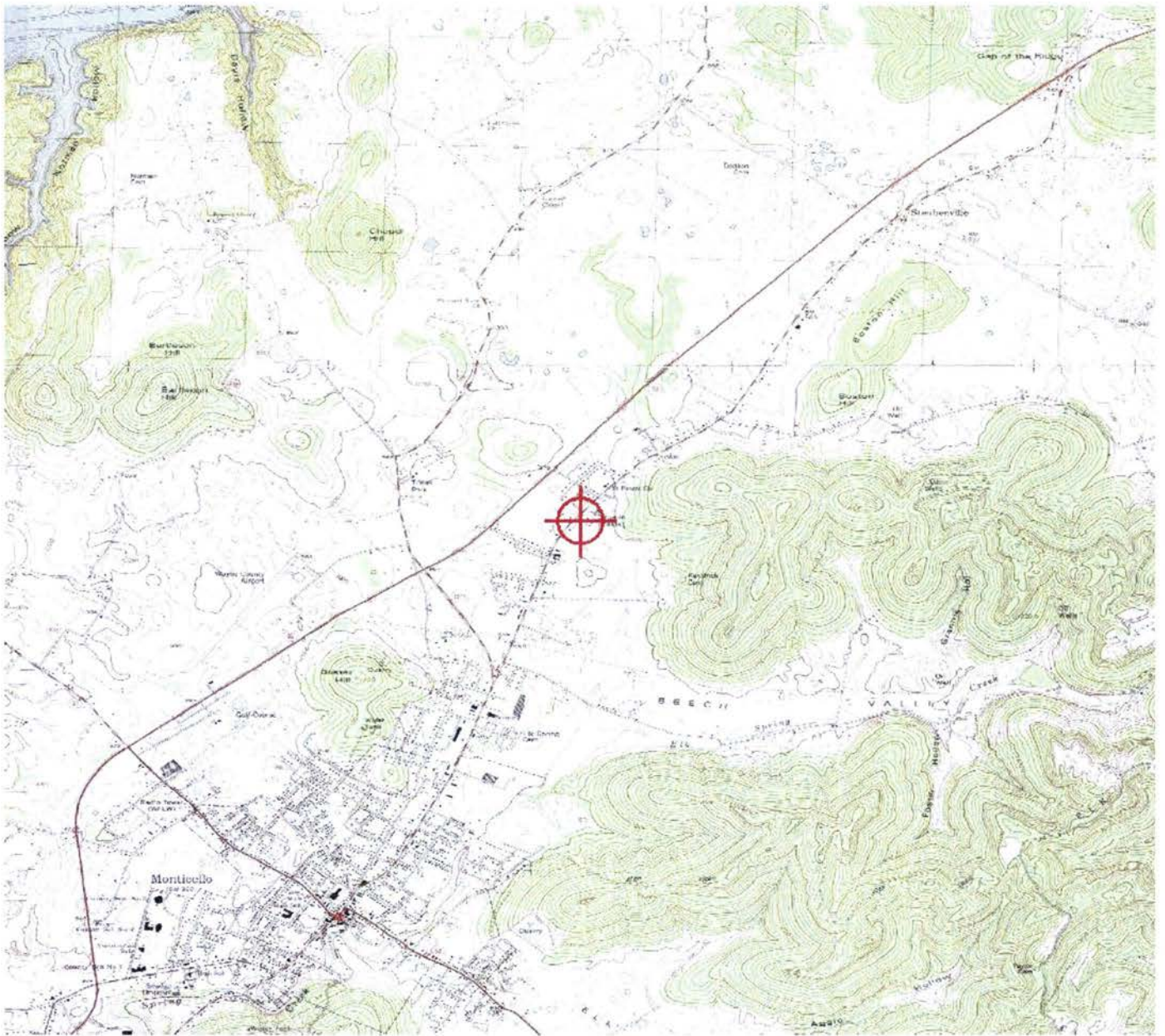
> **ABSOLUTELY MANDATORY:** The structure will be appropriately obstruction marked/lighted to make it more conspicuous to airmen should circumnavigation be necessary.

The cumulative impact of the structure, when combined with other proposed and existing structures is not considered significant. Study did not disclose any significant adverse effect on existing or proposed public-use or military airports or navigational facilities. Nor would the structure affect the capacity of any known existing or planned public-use or military airport.

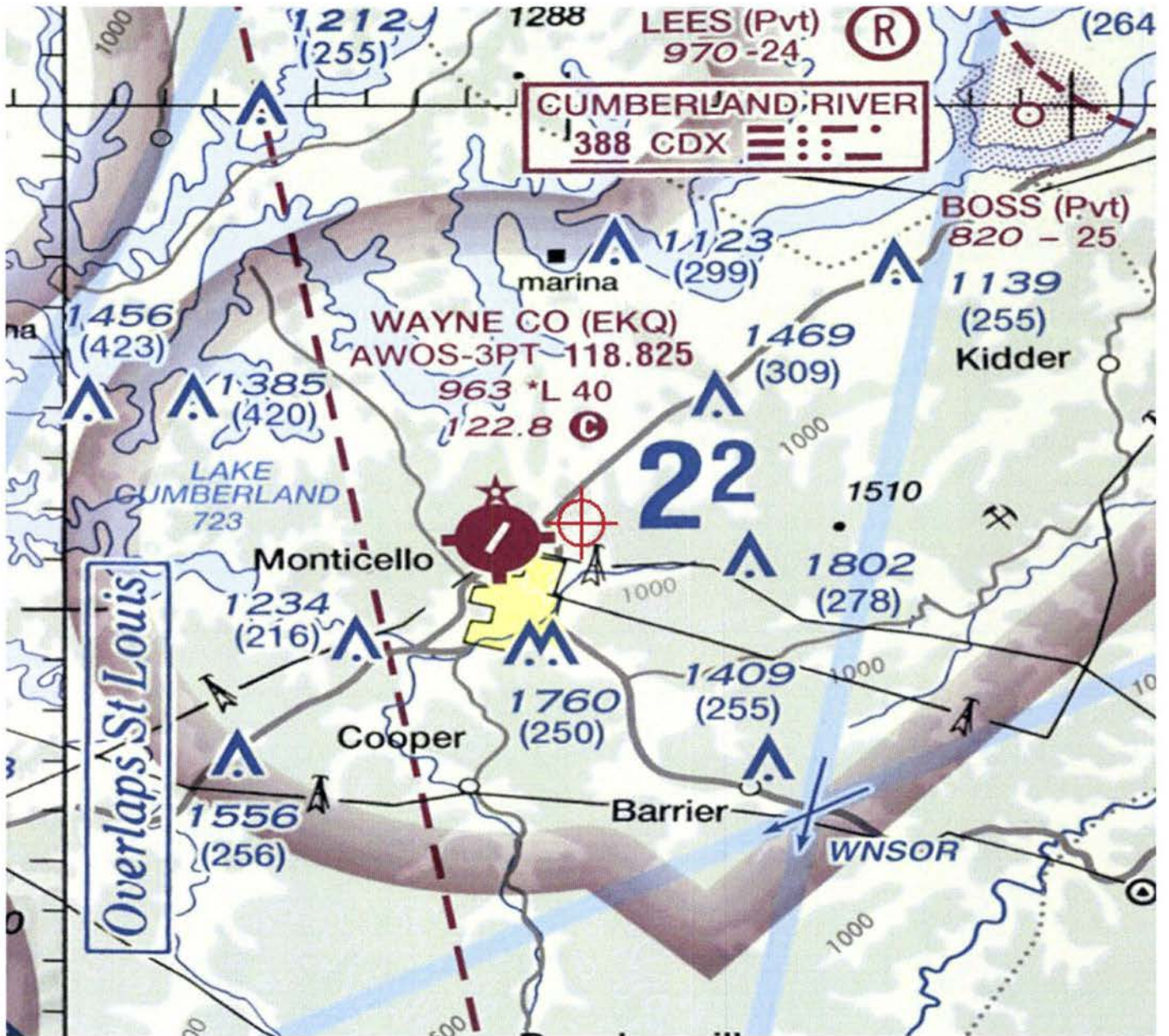
Therefore, it is determined that the proposed structure would not have a substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on any air navigation facility and would not be a hazard to air navigation provided the conditions set forth in this determination are met.

Frequency Data for ASN 2020-ASO-11564-OE

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







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






KENTUCKY TRANSPORTATION CABINET  
 KENTUCKY AIRPORT ZONING COMMISSION

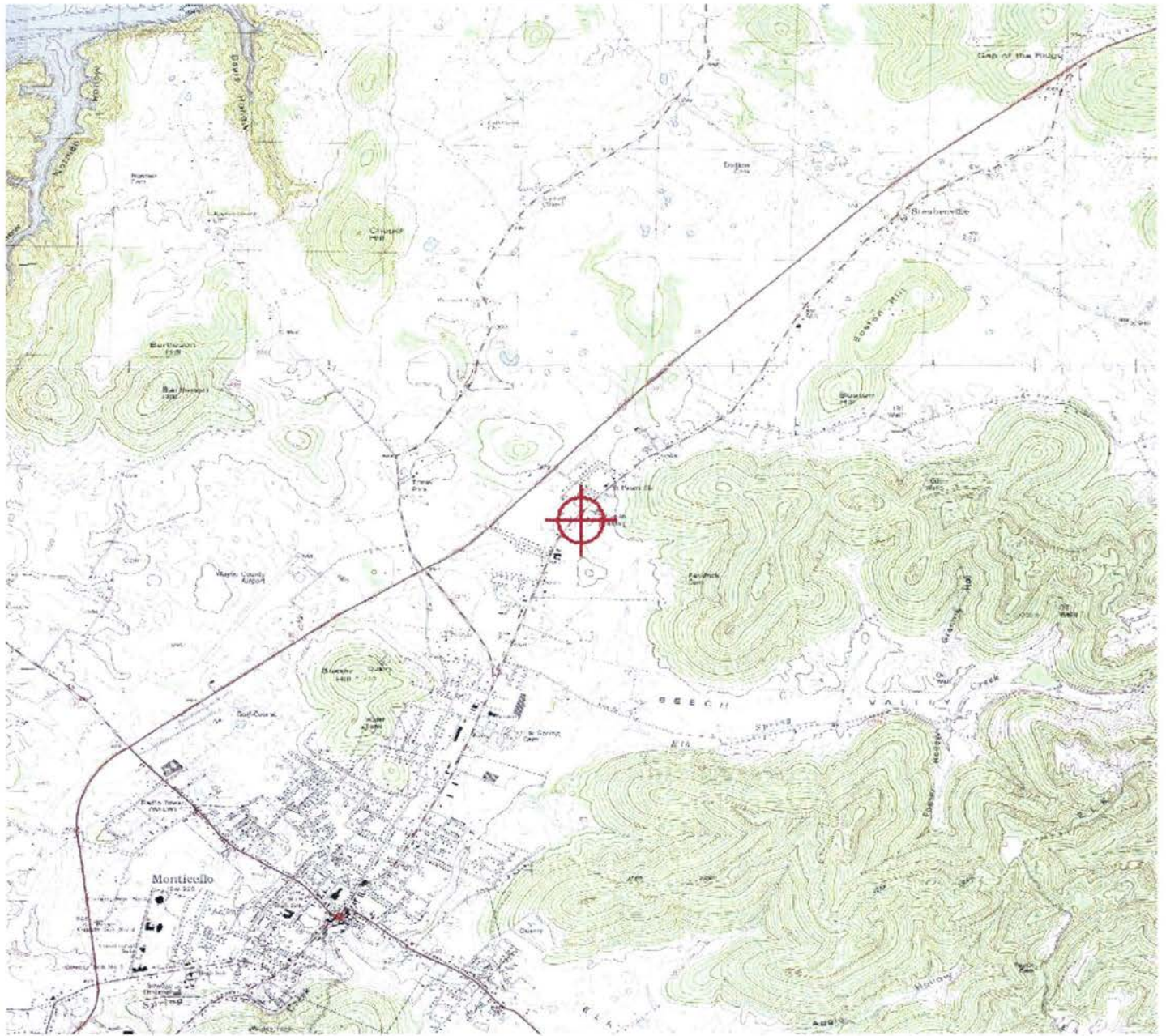
TC 55-2  
 Rev. 05/2017  
 Page 2 of 2

**APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE**

<b>APPLICANT (name)</b> Uniti Towers		<b>PHONE</b>	<b>FAX</b>	<b>KY AERONAUTICAL STUDY #</b>	
<b>ADDRESS (street)</b> 10802 Executive Center Dr. Ste 300		<b>CITY</b> Little Rock		<b>STATE</b> AR	<b>ZIP</b> 72211
<b>APPLICANT'S REPRESENTATIVE (name)</b> B&T Group - Patricia Parr		<b>PHONE</b> 501-232-7860	<b>FAX</b> 918-295-0265		
<b>ADDRESS (street)</b> 1717 S Boulder Ave Ste 300		<b>CITY</b> Tulsa		<b>STATE</b> OK	<b>ZIP</b> 74119
<b>APPLICATION FOR</b> <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing				<b>WORK SCHEDULE</b>	
<b>DURATION</b> <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days )				Start End	
<b>TYPE</b> <input type="checkbox"/> Crane <input type="checkbox"/> Building <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Power Line <input type="checkbox"/> Water Tank <input type="checkbox"/> Landfill <input type="checkbox"/> Other		<b>MARKING/PAINTING/LIGHTING PREFERRED</b> <input type="checkbox"/> Red Lights & Paint <input type="checkbox"/> White- medium intensity <input type="checkbox"/> White- high intensity <input type="checkbox"/> Dual- red & medium intensity white <input type="checkbox"/> Dual- red & high intensity white <input type="checkbox"/> Other			
<b>LATITUDE</b> 36 ° 51 ' 44 . 48 "		<b>LONGITUDE</b> -84 ° 49 ' 45 . 00 "		<b>DATUM</b> <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other	
<b>NEAREST KENTUCKY</b> Monticello City County Wayne		<b>NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT</b> EKQ			
<b>SITE ELEVATION (AMSL, feet)</b> 979		<b>TOTAL STRUCTURE HEIGHT (AGL, feet)</b> 167		<b>CURRENT (FAA aeronautical study #)</b> 2020-ASO-11564-OE	
<b>OVERALL HEIGHT (site elevation plus total structure height, feet)</b> 1146				<b>PREVIOUS (FAA aeronautical study #)</b>	
<b>DISTANCE (from nearest Kentucky public use or Military airport to structure)</b> 8302.05 ft				<b>PREVIOUS (KY aeronautical study #)</b>	
<b>DIRECTION (from nearest Kentucky public use or Military airport to structure)</b>					
<b>DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.)</b>					
<b>DESCRIPTION OF PROPOSAL</b> Uniti Towers LLC, proposes to construct a 167 antenna tower for the purpose of enhancing the coverage of their tenants' subscribers.					
<b>FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?)</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 07/20/20					
<b>CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)</b>					
<b>PENALTIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)</b>					
<b>NAME</b> Patricia Parr	<b>TITLE</b> Sr. Real Estate Specialist	<b>SIGNATURE</b>  2020.09.15 09:24:12 -05'00'		<b>DATE</b> 09/15/2020	
<b>COMMISSION ACTION</b>		<input type="checkbox"/> Chairperson, KAZC <input type="checkbox"/> Administrator, KAZC			
<input type="checkbox"/> Approved	<b>SIGNATURE</b>			<b>DATE</b>	
<input type="checkbox"/> Disapproved					



Close Print



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



**GEOTECHNICAL INVESTIGATION REPORT**

October 12, 2020

Prepared For:

B+T Group



**Katlin Way  
KYLEX2046**

**Proposed Self-Supporting Tower**

Old Highway 90, Monticello (Wayne County), Kentucky 42633  
Latitude N 36° 51' 44.5" Longitude W 84° 49' 45.0"

Delta Oaks Group Project GEO20-07035-08

Revision 1

[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 self-supporting tower located on Old Highway 90 in Monticello (Wayne County), Kentucky. The purpose of this investigation was to provide engineering recommendations and subsurface condition data at the proposed tower location. A geotechnical engineering interpretation of the collected information was completed and utilized to suggest design parameters regarding the adequacy of the structure's proposed foundation capacity under various loading conditions. This report provides the scope of the geotechnical investigation; geologic material identification; results of the geotechnical laboratory testing; and design parameter recommendations for use in the design of the telecommunication facility's foundation and site development.

## SITE CONDITION SUMMARY

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

## REFERENCES

- Survey Drawings, prepared by Point to Point Land Surveyors, dated January 22, 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 47.3 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. Soil 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.

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**

Fill material was encountered during the subsurface field investigation from the existing ground surface to a depth of 1.0 foot bgs. The fill material included gravel and asphalt.

### **SOIL**

The residual soil encountered in the subsurface field investigation began at a depth of 1.0 foot bgs in the boring and consisted of lean clay, poorly graded gravel, and lean clay. The materials ranged from a very dense relative density and a stiff to very hard cohesion.

Auger advancement refusal was encountered during the subsurface field investigation at a depth of 47.3 feet bgs.

### **ROCK**

Rock was not encountered during the subsurface field investigation.

### **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 Wayne County, Kentucky is 30 inches (2.5 feet).

### **CORROSIVITY**

Soil resistivity was performed in accordance with ASTM G187 with a test result of 29,300 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 – 1.0	FILL	105	0	0
	1.0 – 6.5	CL	110	0	1,750
	6.5 – 14.0	CL	115	0	2,250
	14.0 – 19.0	CL	110	0	1,750
	19.0 – 24.0	CL	115	0	2,250
	24.0 – 29.0	GP	130	40	0
	29.0 – 47.3	CL	130	0	6,000

- 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	12,090
		4.0	12,520
		5.0	12,950
		6.0	13,380
	10.0 x 10.0	3.0	11,440
		4.0	11,660
		5.0	11,870
		6.0	12,090
	15.0 x 15.0	3.0	11,230
		4.0	11,370
		5.0	11,510
		6.0	11,660
	20.0 x 20.0	3.0	11,120
		4.0	11,230
		5.0	11,330
		6.0	11,440
	25.0 x 25.0	3.0	11,050
		4.0	11,140
		5.0	11,230
		6.0	11,310

- 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	1	105	0	0	105	1	52.5
Top	1	110	0	1750	105	1	1802.5
Bottom	2.5	110	0	1750	270	1	1885
Top	2.5	110	0	1750	270	1	3770
Bottom	6.5	110	0	1750	710	1	4210
Top	6.5	115	0	2250	710	1	5210
Bottom	10	115	0	2250	1112.5	1	5612.5



## 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 – 6.0	19,500	960	960
	6.0 – 9.0	18,950	1,230	1,230
	9.0 – 14.0	15,260	1,230	1,230
	14.0 – 19.0	17,230	960	960
	19.0 – 24.0	31,280	1,230	1,230
	24.0 – 29.0	51,640	1,290	960
	29.0 – 34.0	52,760	2,400	2,400
	34.0 – 39.0	52,580	2,400	2,400
	39.0 – 44.0	52,410	2,400	2,400
	44.0 – 47.3	52,300	2,400	2,400

- 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	11,350	2.0	350
	3.0	12,720		
	4.0	13,630		
	5.0	14,540		

- 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	1	105	0	0	105	1	52.5
Top	1	110	0	1750	105	1	1802.5
Bottom	2.5	110	0	1750	270	1	1885
Top	2.5	110	0	1750	270	1	3770
Bottom	6.5	110	0	1750	710	1	4210
Top	6.5	115	0	2250	710	1	5210
Bottom	10	115	0	2250	1112.5	1	5612.5





## 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





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



### Driving Directions to Proposed Tower Site

1. Beginning at the Wayne County Judge Executive's Office, located at 55 North Main Street, Suite 103, Monticello, KY 42633, head northeast (toward Michigan Avenue) on N. Main Street and travel 108 feet.
2. Continue straight onto N. Main Street and travel approximately 1.5 miles.
3. Continue onto State Hwy 90 Bus and travel approximately 312 feet.
4. Turn right onto Hardwood Drive and travel approximately 184 feet.
5. Continued onto Old Hwy 90 and travel approximately 0.9 miles.
6. The site is located on the right at Old Highway 90, Monticello, KY 42633.
7. The site coordinates are:
  - a. North 36 deg 51 min 44.48 sec
  - b. West 84 deg 49 min 45.00 sec



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

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



## 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 Conley Gregory, as to an undivided one-half (1/2) interest and Sara Beth Gregory, as to an undivided one-half (1/2) interest, having a mailing address of PO Box 1835 Monticello, KY 42633 ("**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 off Old Highway 90, in the City/Town of Monticello, County of Wayne, 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 the first year of an Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous five (5) year term, 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 equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee [REDACTED]

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]

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 tenantable condition, subject to reasonable wear and tear and damage from the elements.

(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:               Sara Beth Gregory or Conley Gregory  
                                      PO BOX 1835  
                                      Monticello, KY 42633  
                                      Telephone: 606-348-9250 or 606-307-1310

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"**

Conley Gregory, as to an undivided one-half (1/2) interest and Sara Beth Gregory, as to an undivided one-half (1/2) interest

By: Conley B. Gregory  
Print Name: Conley Gregory  
Date: 4/7/2020

By: Sara B. Gregory  
Print Name: Sara Beth Gregory  
Date: 4/7/2020

**"TENANT"**

Uniti Towers LLC

By: Ginger Majors  
Print Name: Ginger Majors  
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 Gingul Majors, 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: 7-2-2028

**LANDLORD ACKNOWLEDGMENT**

STATE OF   KY    
COUNTY OF   Wayne  

BE IT REMEMBERED, that on this   7<sup>th</sup>   day of   April  , 20  2020   before me, the subscriber, a person authorized to take oaths in the State of   KY  , personally appeared **Conley Gregory** 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.

Notary Public:   Pam Campbell    
My Commission Expires:   6.30.21  

**LANDLORD ACKNOWLEDGMENT**

STATE OF   KY    
COUNTY OF   Wayne  

BE IT REMEMBERED, that on this   7<sup>th</sup>   day of   April  , 20  20   before me, the subscriber, a person authorized to take oaths in the State of   KY  , personally appeared **Sara Beth Gregory** 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.

Notary Public:   Pam Campbell    
My Commission Expires:   6.30.21



## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 4

to the Option and Lease Agreement dated April 27, 2020, by and between Conley Gregory, as to an undivided one-half (1/2) interest and Sara/Beth Gregory, as to an undivided one-half (1/2) interest, as Landlord, and Uniti Towers LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Property located in Wayne County, Kentucky

To certain tracts or parcels of land being in Wayne County, Kentucky, being bounded and described as follows, to-wit:

BEGINNING at a post at the right of way of Old Ky. 90 and running S 51 deg. 41' 26" E 274.99' to a fence post, thence S 55 deg. 29' 05" E 248.07' to a fence post, thence N 23 deg. 06' 22" E 431.33' to a fence post, thence N 49 deg. 41' 16R W 139.73' to a post on the South side of a retaining wall, thence with the South side of said wall N 36 deg. 16' 00R E 83.59' to post, thence N 30 deg. 44' 28" W 87.38' to an iron pin, thence N 5 deg. 54' 37R W 133.53' to a locust; thence N 51 deg. 22' 50" W 60.00' to a concrete block wall at the right of way of Old Ky. 90; thence with said right of way S 41 deg. 05' 50" W 649.29' to the beginning. Containing 5.39 acres as re-surveyed by James A. West of Wayne Eng. Assoc., Inc., LS 2086 on April 13, 1907.

AND BEING the same property conveyed to Conley Gregory and Hallice F. Upchurch, Sr. from Nancy Huff by Deed dated April 14, 1987 and recorded April 14, 1987 in Deed Book 199, Page 302; Hallice F. Upchurch Sr. died and departed this earth on or about March 17, 1999; FURTHER CONVEYED to Hallice F. Upchurch, Jr., and Holly Ann Upchurch Buckman undivided one-half (1/2) interest from Katherine Phillips Upchurch Smith and Earl Edwin Smith by Deed dated October 14, 1999 and recorded November 21, 2001 in Deed Book 276, Page 469; AND FURTHER CONVEYED to Sara Beth Gregory undivided one-half (1/2) interest from Hallice F. Upchurch, Jr., and Delise Upchurch and Holly Ann Upchurch Buckman and John Buckman by Deed dated April 13, 2013 and recorded March 2, 2016 in Deed Book 351, Page 690.

Tax Parcel No. 065-00-00-138.00

The Premises is legally described as follows:

#### LEASE AREA

All that tract or parcel of land, lying and being in Wayne County, Kentucky, and being a portion of the lands conveyed to Conley Gregory, as to an undivided one-half (1/2) interest, and Sara Beth Gregory, as to an undivided one-half (1/2) interest, as recorded in Deed Book 351, Page 690 and Deed Book 199, Page 302, Wayne County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½-inch open top pipe found on the South right-of-way line of Old Highway 90 (having a 60-foot wide public right-of-way) and being the Southwest property corner of said lands of Conley Gregory and Sarah Beth Gregory, said open top pipe having a Kentucky Grid North, NAD83, Single Zone value of N:3474800.7968 E:5190558.7890; thence, running along said right-of-way line and westernmost property line of said Gregory lands, North 40°36'11" East, 30.80 feet to a point, said point having a Kentucky Grid North, NAD83, Single Zone value of N:3474824.1841 E:5190578.8364; thence, leaving said right-of-way line and running, South 68°27'20" East, 33.85 feet to a point on the Lease Area; thence, running along said Lease Area, North 31°47'17" East, 62.50 feet to a point and the true POINT OF BEGINNING; Thence, South 58°12'43" East, 100.00 feet to a point; Thence, South 31°47'17" West, 100.00 feet to a point; Thence, North 58°12'43" West, 100.00 feet to a point; Thence, North 31°47'17" East, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings 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 by POINT TO POINT LAND SURVEYORS, INC. dated January 22, 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 Wayne County, Kentucky, and being a portion of the lands conveyed to Conley Gregory, as to an undivided one-half (1/2) interest, and Sara Beth Gregory, as to an undivided one-half (1/2) interest, as recorded in Deed Book 351, Page 690 and Deed Book 199, Page 302, Wayne County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a ½-inch open top pipe found on the South right-of-way line of Old Highway 90 (having a 60-foot wide public right-of-way) and being the Southwest property corner of said lands of Conley Gregory and Sarah Beth Gregory, said open top pipe having a Kentucky Grid North, NAD83, Single Zone value of N:3474800.7968 E:5190558.7890; thence, running along said right-of-way line and westernmost property line of said Gregory lands, North 40°36'11" East, 30.80 feet to a point, said point having a Kentucky Grid North, NAD83, Single Zone value of N:3474824.1841 E:5190578.8364 and the true POINT OF BEGINNING; Thence, leaving said right-of-way line and running, South 68°27'20" East, 33.85 feet to the ENDING at a point on the Lease Area.

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

As shown in a survey prepared for Uniti Towers by POINT TO POINT LAND SURVEYORS, INC. dated January 22, 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.











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

**Monticello North Relo / Katlins Way – Notice List**

GREGORY CONLEY & SARA BETH  
PO BOX 1835  
MONTICELLO, KY 42633

TURNER RONNIE & GLENNA JENICE  
603 N MAIN ST  
MONTICELLO, KY 42633

TURNER RONNIE & JENICE  
603 N MAIN ST  
MONTICELLO, KY 42633

TURNER'S AUTO SALES  
603 N MAIN ST  
MONTICELLO, KY 42633

GREGORY CONLEY & JOANNA  
PO BOX 1835  
MONTICELLO, KY 42633

CARROLL THOMAS E & BRUCE CARRENDER  
REVOCABLE TRUST & KAY CARRENDER  
56 COURT ST  
MONTICELLO, KY 42633

BERTRAM GOBLE WILLIAM & JESSICA ANN  
166 TURNER LN  
MONTICELLO, KY 42633

MCGUIRE BRENDA FAYE  
84 WOODVIEW DR  
MONTICELLO, KY 42633

HANCOCK BENNY & NINA  
119 WINNA DR  
MONTICELLO, KY 42633

CASTILLO MARY & SILVINO  
68 WOODVIEW DR  
MONTICELLO, KY 42633

DAVIS JUANITA  
177 TATUM DR  
MONTICELLO, KY 42633

ROA MARCIANO & CHARLOTTE  
22 STARDUST DR  
MONTICELLO, KY 42633

HART MARGARET  
27 STARDUST DR  
MONTICELLO, KY 42633

STONECIPHER JAMES R & BETTY J  
950 S MAIN ST  
MONTICELLO, KY 42633

STARDUST HOLDINGS LLC  
110 STARDUST AVE  
MONTICELLO, KY 42633

ABBOTT LUCY  
920 ANTICOCHE DR  
FAIRFIELD, OH 45014

WAYNE INVESTMENTS LIMITED LLC  
110 STARDUST AVE  
MONTICELLO, KY 42633

BURKS JORDAN B & CAROLYN N  
115 MARTY LN  
MONTICELLO, KY 42633

BURKS JORDAN B & CAROLYN N  
227 SHEARWOOD AVE  
SOMERSET, KY 425034156

WHATLEY KEITH A JR & AMBER  
115 MARTY LN  
MONTICELLO, KY 42633

FLYNN INVESTMENTS LLC  
450 N MAIN ST  
MONTICELLO, KY 42633

TROXELL ORIS  
969 HWY 3106  
MONTICELLO, KY 42633

MORRIS RALPH M  
993 HWY 3106  
MONTICELLO, KY 42633

DISHMAN RICKY & TAMMY  
79 WOODVIEW DR  
MONTICELLO, KY 42633

**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: Monticello North Relo / Katlins Way**

Dear Landowner:

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 have filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Old Highway 90, Monticello, KY 42633 (36° 51' 44.48" North latitude, 84° 49' 45.00" West longitude). The proposed facility will include a 155-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 165-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 2020-00354 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 the Wayne County Judge Executive's Office, located at 55 North Main Street, Suite 103, Monticello, KY 42633, head northeast (toward Michigan Avenue) on N. Main Street and travel 108 feet.
2. Continue straight onto N. Main Street and travel approximately 1.5 miles.
3. Continue onto State Hwy 90 Bus and travel approximately 312 feet.
4. Turn right onto Hardwood Drive and travel approximately 184 feet.
5. Continued onto Old Hwy 90 and travel approximately 0.9 miles.
6. The site is located on the right at Old Highway 90, Monticello, KY 42633.
7. The site coordinates are:
  - a. North 36 deg 51 min 44.48 sec
  - b. West 84 deg 49 min 45.00 sec



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





**BAT NOTE:**  
MUST DO TREE CLEARING BETWEEN  
OCTOBER 15th AND MARCH 31st. DUE TO BAT  
TREES ON PROPERTY

**1** 500' RADIUS & ADJOINER'S DRAWING  
SCALE: 0 100' 200' 300' 400' 1"=200'



#	OWNER	ADDRESS	PID	REF
1	CONLEY & SARA BETH GREGORY	P.O. BOX 1835 MONTICELLO, KY 42633	065-00-00-138.00	DB 351 PG 390 DB 199 PG 302
2	RONNIE & GLENNA TURNER	603 N MAIN STREET MONTICELLO, KY 42633	065-00-00-139.00	DB 365 PG 762
3	RONNIE & JENICE TURNER	603 N MAIN STREET MONTICELLO, KY 42633	065-00-00-133.01	-
4	CONLEY & JOANNA GREGORY	P.O. BOX 1835 MONTICELLO, KY 42633	065-00-00-137.00	DB 365 PG 762
5	THOMAS CARROLL & BRUCE CARRENDER REV TR & KAY C.	56 COURT STREET MONTICELLO, KY 42633	065-00-00-133.00	-
6	GOBLE & JESSICA BERTRAM	166 TURNER LANE MONTICELLO, KY 42633	065-00-00-135.00	-
7	BRENDA FAYE MCGUIRE	84 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-135.02	-
8	BENNY & NINA HANCOCK	119 WINNA DRIVE MONTICELLO, KY 42633	065-00-00-133.03	DB 374 PG 509
9	MARY & SILVINO CASTILLO	68 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-135.01	-
10	THOMAS CARROLL & BRUCE CARRENDER REV TR & KAY C.	56 COURT STREET MONTICELLO, KY 42633	065-00-00-133.00	-
11	JUANITA DAVIS	177 TATUM DRIVE MONTICELLO, KY 42633	065-00-00-136.00	-
12	JAMES & BETTY STONECIPHER	950 S MAIN STREET MONTICELLO, KY 42633	065-00-00-082.00	-
13	STARDUST HOLDINGS LLC	110 STARDUST AVENUE MONTICELLO, KY 42633	065-00-00-083.01	-
14	LUCY ABBOTT	920 ANTICOCHEE DRIVE FAIRFIELD, OH 45014	065-00-00-083.00	-
15	WAYNE INVESTMENT LIMITED LLC	110 STARDUST AVENUE MONTICELLO, KY 42633	065-00-00-085.00	-
16	JORDAN & CAROLYN BURKS	115 MARTY LANE MONTICELLO, KY 42633	65A-10-008.00	-
17	KEITH A JR & AMBER WHATLEY	115 MARTY LANE MONTICELLO, KY 42633	65A-10-001.00	-
18	FLYNN INVESTMENTS LLC	450 N MAIN STREET MONTICELLO, KY 42633	65A-10-002.00	-
19	ORIS TROXELL	969 HWY 3106 MONTICELLO, KY 42633	65A-10-007.00	-
20	RALPH M. MORRIS	993 HWY 3106 MONTICELLO, KY 42633	65A-10-006.00	-
21	RICKY & TAMMY DISHMAN	79 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-133.04	DB 389 PG 363

**NOTE:**

- PVA INFORMATION WAS OBTAINED ON 7/24/2020 FROM THE OFFICIAL RECORDS OF THE COUNTY'S PROPERTY VALUATION ADMINISTRATOR.
- THIS MAP IS FOR GENERAL INFORMATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
- NOT FOR RECORDING OR PROPERTY TRANSFER.



UNITI TOWERS  
**KATLINS WAY**  
TAX # 15145552  
PAC # 17R15N047963  
PI # 10121690  
OLD HIGHWAY 90  
MONTICELLO, KY 42633  
WAYNE COUNTY  
PROPOSED 155' SELF-SUPPORT TOWER

PROJECT NO:	GRLY 27		
CHECKED BY:	DLS		
<b>ISSUED FOR</b>			
REV	DATE	BY	DESCRIPTION
A	08/27/20	DLS	ZONING DRAWINGS
B	09/29/20	MAS	ZONING DRAWINGS

B&T ENGINEERING, INC.  
4011  
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**

Mike Anderson  
County Judge Executive  
P.O. Box 439  
55 North Main Street, Suite 103  
Monticello, KY 42633

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2020-00354  
Site Name: Monticello North Relo / Katlins Way

Dear Judge/Executive:

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 have filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Old Highway 90, Monticello, KY 42633 (36° 51' 44.48" North latitude, 84° 49' 45.00" West longitude). The proposed facility will include a 155-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 165-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 2020-00354 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

1. Beginning at the Wayne County Judge Executive's Office, located at 55 North Main Street, Suite 103, Monticello, KY 42633, head northeast (toward Michigan Avenue) on N. Main Street and travel 108 feet.
2. Continue straight onto N. Main Street and travel approximately 1.5 miles.
3. Continue onto State Hwy 90 Bus and travel approximately 312 feet.
4. Turn right onto Hardwood Drive and travel approximately 184 feet.
5. Continued onto Old Hwy 90 and travel approximately 0.9 miles.
6. The site is located on the right at Old Highway 90, Monticello, KY 42633.
7. The site coordinates are:
  - a. North 36 deg 51 min 44.48 sec
  - b. West 84 deg 49 min 45.00 sec



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





**BAT NOTE:**  
MUST DO TREE CLEARING BETWEEN OCTOBER 15th AND MARCH 31st. DUE TO BAT TREES ON PROPERTY

1 500' RADIUS & ADJOINER'S DRAWING  
SCALE 0 100' 200' 300' 400' 1"=200'



#	OWNER	ADDRESS	PID	REF
1	CONLEY & SARA BETH GREGORY	P.O. BOX 1835 MONTICELLO, KY 42633	065-00-00-138.00	DB 351 PG 390 DB 199 PG 302
2	RONNIE & GLENNA TURNER	603 N MAIN STREET MONTICELLO, KY 42633	065-00-00-139.00	DB 365 PG 762
3	RONNIE & JENICE TURNER	603 N MAIN STREET MONTICELLO, KY 42633	065-00-00-133.01	-
4	CONLEY & JOANNA GREGORY	P.O. BOX 1835 MONTICELLO, KY 42633	065-00-00-137.00	DB 365 PG 762
5	THOMAS CARROLL & BRUCE CARRENDER REV TR & KAY C.	56 COURT STREET MONTICELLO, KY 42633	065-00-00-133.00	-
6	GOBLE & JESSICA BERTRAM	166 TURNER LANE MONTICELLO, KY 42633	065-00-00-135.00	-
7	BRENDA FAYE MCGUIRE	84 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-135.02	-
8	BENNY & NINA HANCOCK	119 WINNA DRIVE MONTICELLO, KY 42633	065-00-00-133.03	DB 374 PG 509
9	MARY & SILVINO CASTILLO	68 WOODVIEW DRIVE MONTICELLO, KY 42633	065-00-00-135.01	-
10	THOMAS CARROLL & BRUCE CARRENDER REV TR & KAY C.	56 COURT STREET MONTICELLO, KY 42633	065-00-00-133.00	-
11	JUANITA DAVIS	177 TATUM DRIVE MONTICELLO, KY 42633	065-00-00-136.00	-
12	JAMES & BETTY STONECIPHER	950 S MAIN STREET MONTICELLO, KY 42633	065-00-00-082.00	-
13	STARDUST HOLDINGS LLC	110 STARDUST AVENUE MONTICELLO, KY 42633	065-00-00-083.01	-
14	LUCY ABBOTT	920 ANTICOCHE DRIVE FAIRFIELD, OH 45014	065-00-00-083.00	-
15	WAYNE INVESTMENT LIMITED LLC	110 STARDUST AVENUE MONTICELLO, KY 42633	065-00-00-085.00	-
16	JORDAN & CAROLYN BURKS	115 MARTY LANE MONTICELLO, KY 42633	65A-10-008.00	-
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UNITI TOWERS  
KATLINS WAY  
E-W 13145552  
PAC/CH MIREN/KH47963  
PI# 10124690  
OLD HIGHWAY 90  
MONTICELLO, KY 42633  
WAYNE COUNTY

PROJECT NO:	SHEET #:		
CHECKED BY:	DLS		
ISSUED FOR			
REV	DATE	OWN	DESCRIPTION
A	08/27/20	DLS	ZONING DRAWINGS
0	09/29/20	MAD	ZONING DRAWINGS

B&T ENGINEERING, INC.  
4013  
Expires 12/31/20



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500' RADIUS & ADJOINER'S DRAWING

SHEET NUMBER:  
**C-1**



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



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



**SITE NAME: MONTICELLO NORTH RELO / KATLINS WAY**  
**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 Towers 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 2020-00354 in your correspondence.

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 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 2020-00354 in your correspondence.



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

**VIA TELEPHONE: (606) 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: Monticello North Relo / Katlins Way

Dear Somerset Commonwealth Journal:

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

#### **NOTICE**

**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 on Old Highway 90, Monticello, KY 42633 (36° 51' 44.48" North latitude, 84° 49' 45.00" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00354 in any correspondence sent in connection with this matter.**

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

Sincerely,  
Aaron L. Roof  
Pike Legal Group, PLLC

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

