COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF APC TOWERS IV, LLC AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF LIVINGSTON

)) CASE NO.: 2024-00393)

SITE NAME: EV LEDBETTER EAST

* * * * * * *

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

APC Towers IV, LLC, a Delaware limited liability company and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless ("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 Verizon Wireless with wireless communications services.

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

1. The complete name and address of the Applicants are: APC Towers IV, LLC,

a Delaware limited liability company, having an address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615 and Cellco Partnership d/b/a Verizon Wireless having an address of 2421 Holloway Road, Louisville, Kentucky 40299.

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. APC Towers IV, LLC is a limited liability company organized in the State of Delaware. APC Towers IV, LLC Certificate of Good Standing issued by the State of Delaware is attached as part of **Exhibit A** and hereby incorporated by reference. APC Towers IV, LLC is in good standing in the state in which it is organized and further states that it is authorized to transact business in Kentucky, and a copy of the Certificate of Authorization issued by the Kentucky Secretary of State is attached as part of **Exhibit A** and is hereby incorporated by reference.

4. Cellco Partnership d/b/a Verizon Wireless, its Operating Entity ("Verizon Wireless"), is a Delaware general partnership, and a copy of the Statement of Good Standing from Delaware and Certificate of Assumed Name on file with the Kentucky Secretary of State are included as part of **Exhibit A**. Verizon Wireless is in good standing in the state in which they are organized and further state that they are authorized to transact business in Kentucky.

5. Verizon Wireless operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of Verizon Wireless' FCC applications and 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.

6. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve Verizon Wireless' services to an area currently not served or not adequately served by Verizon Wireless 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 Verizon Wireless' 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 Verizon Wireless' network design that must be in place to provide adequate coverage to the service area.

7. To address the above-described service needs, Applicants propose to construct a WCF in a lease area located at 1271 US Hwy 60 West, Ledbetter, Kentucky 42058 (37° 03' 52.90" North latitude, 88° 26' 40.12" West longitude) and with an E-911 assigned address of 455 Lockhart Road, Ledbetter, KY 42058, on a parcel of land located entirely within the county referenced in the caption of this application. E-911 address assignment documentation is attached as part of **Exhibit B**. The property on which the WCF will be located is owned by Rita Karen Dubuque Driver pursuant to a Deed recorded at Deed Book 246, Page 503 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tower, with an approximately 5-foot lightning arrestor attached at the top, for a total height of 260-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of Verizon Wireless' radio electronics equipment and appurtenant equipment. Verizon Wireless' 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**.

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

9. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of Verizon Wireless has also been included as part of **Exhibit B**.

10. 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**.

11. 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 Verizon Wireless' antennas on an existing structure. When suitable towers or structures exist, Verizon Wireless attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Verizon Wireless' facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

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

13. A copy of the Kentucky Airport Zoning Commission ("KAZC") application is

attached as Exhibit F.

14. 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.

15. 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.

16. APC Towers IV, LLC, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit I**.

17. 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.

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

19. 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.

20. **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**.

21. 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.

22. Copies of the Livingston County PVA records obtained on January 13, 2025 (and re-verified on January 17, 2025), and used to generate the notice list are attached as part of **Exhibit J**.

23. Notice letters were sent to the landowners on the notice list at the mailing addresses shown on the County's PVA records. Copies of the "Certified Mail Receipts" confirming the dates on which the letters were sent are attached as part of **Exhibit J**. Applicants agree to supplement the record once all United States Postal Service Form 3811 "green cards" are received or returned undelivered.

25. 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**. A copy of the "Certified Mail Receipt" is attached as **Exhibit L**. Applicants agree to supplement the record once the United States Postal Service Form 3811 "green cards" is received or returned undelivered.

26. 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 will be published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the text of the newspaper legal notice advertisement is attached as part of **Exhibit M**.

27. The general area where the proposed facility is to be located is rural in character that consists of predominantly agricultural land with some residences spread throughout.

28. The process that was used by Verizon Wireless' 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. Verizon Wireless' 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 Verizon Wireless' Radio Frequency Engineers. 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**

Ν.

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

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

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

David A. Pike and F. Keith Brown 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 kbrown@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,

Lavid a Pilse

David A. Pike And T. Keits Brown

F. Keith Brown 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 Email: kbrown@pikelegal.com Attorneys for Applicants

LIST OF EXHIBITS

- A Business Entity Documentation & FCC License Documentation
- B Site Development Plan:

500' Vicinity Map Legal Descriptions Flood Plain Certification Site Plan Vertical Tower Profile E911 Address

C - Tower and Foundation Design

Construction Manager Letter List of Qualified Professionals Tower and Foundation Drawings

- 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, PVA Records & Proof of Notice
- K Copy of Property Owner Notification
- L Copy of County Judge/Executive Notice & Proof of Notice
- M Copy of Posted Notices and Newspaper Notice Advertisement
- N Copy of Radio Frequency Design Search Area

EXHIBIT A BUSINESS ENTITY DOCUMENTATION & FCC LICENSE DOCUMENTATION



Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "APC TOWERS IV, LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF MARCH, A.D. 2022, AT 10:15 O`CLOCK A.M.



6650861 8100 SR# 20240209212

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202646764

Date: 01-23-24

cretary of Stat

CERTIFICATE OF FORMATION

OF

APC TOWERS IV, LLC

This Certificate of Formation of APC Towers IV, LLC has been duly executed and is being filed by the undersigned authorized person for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, (6 <u>Del. C. §§18-101, et seq.</u>)

1. <u>Name</u>. The name of the limited liability company formed hereby (the "<u>Company</u>") is APC Towers IV, LLC.

2. <u>Registered Office</u>. The address of the registered office of the Company in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

3. <u>Registered Agent</u>. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

4. <u>Bankruptcy of a Member</u>. For a period of sixty (60) days following the date on which the Company becomes aware that a bankruptcy petition has been filed by or against any member of the Company, the Company shall have the option to purchase all of such member's interests in the Company, exercisable by delivering written notice of its exercise of such option to such member and, if applicable, to the bankruptcy trustee and, provided that within sixty (60) days after its exercise of such option the Company pays to such member or trustee, as applicable, an amount equal to the capital account balance attributable to such member's interests in the Company), such member's interests in the Company (calculated pursuant to the Limited Liability Company Agreement of the Company), such member's interests in the Company without any further action by the Company and without any action by such member or trustee.

IN WITNESS WHEREOF, the undersigned authorized person has caused this Certificate of Formation to be duly executed as of the 3rd day of March, 2022.

/S/ GARRETT D. EVERS Garrett D. Evers

Authorized Person

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "APC TOWERS IV, 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 TWENTY-THIRD DAY OF JANUARY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "APC TOWERS IV, LLC" WAS FORMED ON THE THIRD DAY OF MARCH, A.D. 2022.

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



Authentication: 202646751 Date: 01-23-24

Page 1

6650861 8300

SR# 20240209212 You may verify this certificate online at corp.delaware.gov/authver.shtml

Commonwealth of Kentucky Michael G. Adams, Secretary of State

Michael G. Adams Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov

Authentication number: 309767 Visit <u>https://web.sos.ky.gov/ftshow/certvalidate.aspx</u> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

APC TOWERS IV, 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 February 22, 2023.

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 22nd day of April, 2024, in the 232nd year of the Commonwealth.



Michael & adams

Michael G. Adams Secretary of State Commonwealth of Kentucky 309767/1262373

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CELLCO PARTNERSHIP" 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 TWENTY-SEVENTH DAY OF APRIL, A.D. 2023.

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



cretary of Stat

Authentication: 203227418 Date: 04-27-23

3341134 8300

SR# 20231665976 You may verify this certificate online at corp.delaware.gov/authver.shtml



Michael G. Adams Secretary of State

Certificate

I, Michael G. Adams, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

CERTIFICATE OF ASSUMED NAME OF VERIZON WIRELESS ADOPTED BY GENERAL PARTNERS OF CELLCO PARTNERSHIP FILED JUNE 21, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 10th day of May, 2023.



Michael & aldams

Michael G. Adams Secretary of State Commonwealth of Kentucky kdcoleman/0641227 - Certificate ID: 290787

COMMONWEALTH OF KENTUCKY TREY GRAYSON SECRETARY OF STATE



0641227.07

Dcornish C226

Trey Grayson Secretary of State Received and Filed 06/21/2006 12:06:09 PM Fee Receipt: \$20.00

CERTIFICATE OF ASSUMED NAME

This certifies that the assumed name of			
Verizon Wireless			
[Hase under which the but	shoos will be conducted)		· · · · ·
has been adopted by			
(Real nume - KR	3 365.015(1)]		
which is the "real name" of [YOU MUST CHECK ONE]			
a Domestic General Partnership	a Foreign General Part	nership	
a Domestic Registered Limited Liability Partnership	a Foreign Registered L	imited Liabil	ity Partnership
a Domestic Limited Partnership	a Foreign Limited Partr	nership	
a Domestic Business Trust	a Foreign Business Tru	ist	
a Domestic Corporation	a Foreign Corporation		
a Domestic Limited Liability Company	a Foreign Limited Liab	ility Compan	у
a Joint Venture			
organized and existing in the state or country of		, and v	whose address is
One Verizon Way	Basking Ridge	NJ	07920
Sites i addrest, il eny	City	State	Zip Code
The certificate of assumed name is executed by			
NYNEX PCS Inc.			
- Chicking Man		· · · · · ·	
Jane A. Schapker-Assistant Secretary	Print or lype as no and The		
June 15, 2006			

85C-225 (7/96)

(See attached sheet for instructions)

Addendum

The full name of the Partnership is Cellco Partnership; a Delaware general partnership with its headquarters located One Verizon Way, Basking Ridge NJ 07920-1097.

· ·	
General Partners of Cellco Partnership	Address
Bell Atlantic Cellular Holdings, L.P.	One Verizon Way Basking Ridge, NJ 07920
NYNEX PCS Inc.	One Verizon Way Basking Ridge, NJ 07920
PCSCO Partnership	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless Incorporated	One Verizon Way Basking Ridge, NJ 07920
GTE Wireless of Ohio Incorporated	One Verizon Way Basking Ridge, NJ 07920
PCS Nucleus, L.P.	2999 Oak Road, 7 th Floor Walnut Creek, CA 94597
JV PartnerCo, LLC	2999 Oak Road, 7 th Floor Walnut Creek, CA 94597



UNITED STATES OF AMERICA FEDERAL COMMUNICATIONS COMMISSION ANTENNA STRUCTURE REGISTRATION



OWNER: APC Towers, LLC

FCC Registration Number (FR	N): 0023897788		
			Antenna Structure Registration Number
ATTN: Jonathan Greene			1329618
APC Towers, LLC			
8601 Six Forks Road			Issue Date
Suite 250			12/20/2024
Raleigh, NC 27615 Location of Antenna Structur	ro		Ground Elevation (AMSL)
1271 US Highway 60 West	ŭ		
u ,			125.6 meters
Ledbetter, KY 42058			Overall Height Above Ground (AGL)
County: LIVINGSTON			79.2 meters
Latitude	Longitude		Overall Height Above Mean Sea Level (AMSL)
37- 03- 52.9 N	088- 26- 40.1 W	NAD83	204.8 meters
Center	of Array Coordinates		Type of Structure
		N/A	GTOWER
			Guyed Structure Used for Communication Purposes
Painting and Lighting Requir	ements:		
FAA Chapters 4, 8, 15			
Paint and Light in Accorda	Ince with FAA Circular N	lumber 70/7460-1M	1
Conditions:			

This registration is effective upon completion of the described antenna structure and notification to the Commission. YOU MUST NOTIFY THE COMMISSION WITHIN 5 DAYS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854. To file electronically, connect to the antenna structure registration system by pointing your web browser to https://www.fcc.gov/antenna-structure-registration. Electronic filing is required. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and *display* your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

You must comply with all applicable FCC obstruction marking and lighting requirements, as set forth in Part 17 of the Commission's Rules (47 C.F.R. Part 17). These rules include, but are not limited to:

- **Posting the Registration Number:** The Antenna Structure Registration Number must be displayed in a conspicuous place so that it is readily visible near the base of the antenna structure. Materials used to display the Registration Number must be weather-resistant and of sufficient size to be easily seen at the base of the antenna structure. Exceptions exist for certain historic structures. See 47 C.F.R. 17.4(g)-(h).
- **Inspecting lights and equipment:** The obstruction lighting must be observed at least every 24 hours in order to detect any outages or malfunctions. Lighting equipment, indicators, and associated devices must be inspected at least once every three months.
- **Reporting outages and malfunctions:** When any top steady-burning light or a flashing light (in any position) burns out or malfunctions, the outage must be reported to the nearest FAA Flight Service Station, unless corrected within 30 minutes. The FAA must again be notified when the light is restored. The owner must also maintain a log of these outages and malfunctions.
- *Maintaining assigned painting:* The antenna structure must be repainted as often as necessary to maintain good visibility.
- **Complying with environmental rules:** If you certified that grant of this registration would not have a significant environmental impact, you must nevertheless maintain all pertinent records and be ready to provide documentation supporting this certification and compliance with the rules, in the event that such information is requested by the Commission pursuant to 47 C.F.R. 1.1307(d).
- **Updating information:** The owner must notify the FCC of proposed modifications to this structure; of any change in ownership; or, within 30 days of dismantlement of the structure.

Copies of the Code of Federal Regulations (which contain the FCC's antenna structure registration rules, 47 C.F.R Part 17) are available from the Government Printing Office (GPO). To purchase CFR volumes, call (202) 512-1800. For GPO Customer Service, call (202) 512-1803. For additional FCC information, consult the Antenna Homepage on the internet at https://www.fcc.gov/antenna-structure-registration or call (877) 480-3201 (TTY 717-338-2824).



C. H. 250			
Suite 250 Raleigh , NC 27615			
Contact			
Johnson , Eric		P: (770)667-2040	
1375 Union Hill Industrial Court		F:	
ALPHARETTA , GA 30004		E: eric.johnson@eca·	-usa.com
Environmental Compliance			
Does the applicant request a Wa Commission's rules for environm		Is the applicant submi Assessment?	tting an Environmental
No		No	
Is another Federal Agency taking	ı responsibility	Does the applicant cer	tify to No Significant
for environmental review?	, responsibling	Environmental Effect p	
No		Yes	
Reason for another Federal Agen responsibility for environmental		Basis for Certification	
		Environmental Notifica Environmental Assessi	ition is complete and an ment is not required.
Name of Federal Agency		Local Notice Date	
		09/20/2024	
National Notice Date			
09/20/2024			
Certification			
Authorized Spencer, Carolir Party	ne Titl	e Project Ma	anager
Receipt Date 12/20/2024			
Comments			
Comments			
None			
History			
Date	Event		
12/20/2024	Amendment Re	eceived	
12/20/2024	Application Gra		
09/06/2024	New Applicatio	n Received	
Trans Log			
Date Description	Exist	ing Value	Requested Value
12/20/2024 Structure : The dat FAA determination issued			12/10/2024
09/09/2024 Owner Information Attention	: Micha	el Hitchcock	Jonathan Greene
09/09/2024 Owner Information Internet address	: mhitc	hcock@apctowers.com	jgreene@apctowers.com
<u>All Trans Log (7)</u>			

Pleadings

Pleading Type	Filer Name	Description	Date Entered
None			
Automated Let	ters		
Date	Description		
None			
Attachments			
Туре	Description	Date Entered	
None			
ASR Help	FAQ - Online Help - Documentat	ion - <u>Technical Support</u>	
ASR Online Systems	TOWAIR- CORES - ASR Online F	iling - <u>Application Search</u>	- Registration Search
About ASR	Privacy Statement - About ASR	- ASR Home	
Registration Search	By Registration Number \checkmark	SUBM	Π

FCC | Wireless | ULS | CORES

Federal Communications Commission 45 L Street NE Washington, DC 20554 Help | Tech Support

Phone: 1-877-480-3201 ASL Videophone:1-844-432-2275 <u>Submit Help Request</u>

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 Co Wireless Telecommunications B RADIO STATION AUTHORIZA	Bureau
LICENSEE: CELLCO PARTNERSHIP	Call Sign File Number
	KNKN871 0009611092
ATTN: LICENSING MANAGER CELLCO PARTNERSHIP 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING	Radio Service CL - Cellular
ALPHARETTA, GA 30022	Market NumerChannel BlockCMA444B
ECC Desistantian Number (EDN): 0002200(72	Sub-Market Designator
FCC Registration Number (FRN): 0003290673 Market Name Kentucky 2 - Union	
Grant Date 08-31-2021Effective Date 08-31-2021Expiration Date 10-01-2031I	Five Yr Build-Out Date Print Date 08-31-2021
1 37-30-51.2 N 087-30-18.0 W 139.9 Address: 2138 SR 1405 City: SLAUGHTERS County: WEBSTER State: KY Construction D Antenna: 2 Maximum Transmitting ERP in Watts: 140.820 Azimuth(from true north) 0 45 90 135	180 225 270 315
Conditions:Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.Cfollowing conditions:Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.Cfollowing conditions:This license shall not vest in the licensee any right to opfrequencies designated in the license beyond the term thereof nor in any other rlicense nor the right granted thereunder shall be assigned or otherwise transferr1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms tothe Communications Act of 1934, as amended. See 47 U.S.C. §606.	C. §309(h), this license is subject to the erate the station nor any right in the use of the manner than authorized herein. Neither the red in violation of the Communications Act of

Call Sign: KNKN871	File	e Number:	00096110	92	P	rint Date	: 08-31-2021	
Location Latitude	Longitude		round Elev neters)	ation	Structure Hg (meters)	t to Tip	Antenna St Registratio	
2 37-16-53.0 N	087-29-17.0 W	17	6.8		90.8		1030654	
Address: 1369 SAND CUT R	D							
City: Madisonville County:	HOPKINS Sta	ate: KY	Constructi	on Deac	lline:			
Antenna: 5								
Maximum Transmitting ERP in Azimuth(from true north)	1 Watts: 140.820	45	90	135	180	225	270	315
Antenna Height AAT (meters)	127.800	138.700	133.200	133.50		113.200	123.000	142.100
Transmitting ERP (watts) Antenna: 6	208.970	190.560	12.020	1.000	0.500	0.500	0.630	30.910
Maximum Transmitting ERP in	Watts: 140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters) Transmitting ERP (watts)	127.800	138.700 0.540	$133.500 \\ 19.950$	133.50 190.56		113.200 20.420	$123.000 \\ 1.070$	142.100 0.500
Antenna: 7		0.340	19.930	190.30	208.940	20.420	1.070	0.300
Maximum Transmitting ERP in Azimuth(from true north)	Watts: 140.820	45	90	125	190	225	270	215
Antenna Height AAT (meters)	127.800	45 138.700	133.500	135 133.50	180 00 121.500	225 113.200	123.000	315 142,100
Transmitting ERP (watts)	1.000	1.910	1.000	1.000	6.310	213.810	501.220	190.560
Location Latitude	Longitude		round Elev (eters)	ation	Structure Hg (meters)	t to Tip	Antenna St	
4 36-57-17.4 N	087-51-07.6 W	× .	2.2		123.1		Registratio	II 1NU.
50-57-17. H IV		17	2.2		123.1		1030739	
Address: (Hopson) RT 4 BOX 58 814999								
		te• KY (onstructio	n Dead	line•			
Address: (Hopson) RT 4 BOX City: Princeton County: CA		te: KY C	Constructio	n Dead	line:			
City: Princeton County: CA		te: KY C	Constructio	on Dead	line:			
	ALDWELL Sta	te: KY C	Constructio	on Dead	line:			
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north)	ALDWELL Sta watts: 140.820 0	45	90	135	180	225	270	315
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	ALDWELL Sta Watts: 140.820 0 135.700	45 130.000	90 144.600	135 143.60	180 00 151.900	144.500	138.300	138.900
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	ALDWELL Sta Watts: 140.820 0 135.700 18.030	45	90	135	180			
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in	ALDWELL Sta Watts: 140.820 0 135.700 18.030 Watts: 140.820	45 130.000 88.290	90 144.600 65.450	135 143.60 2.610	180 00 151.900 0.360	144.500 0.200	138.300 0.200	138.900 0.350
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	ALDWELL Sta Watts: 140.820 0 135.700 18.030	45 130.000	90 144.600 65.450 90	135 143.60 2.610 135	180 151.900 0.360 180	144.500 0.200 225	138.300 0.200 270	138.900 0.350 315
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	ALDWELL Sta • Watts: 140.820 • 0 135.700 18.030 • Watts: 140.820 • 0	45 130.000 88.290 45	90 144.600 65.450	135 143.60 2.610	180 151.900 0.360 180 00 151.900	144.500 0.200	138.300 0.200	138.900 0.350
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 4	ALDWELL Sta • Watts: 140.820 • 0 135.700 18.030 • Watts: 140.820 • 0 135.700 0.420	45 130.000 88.290 45 130.000	90 144.600 65.450 90 144.600	135 143.60 2.610 135 143.60	180 151.900 0.360 180 00 151.900	144.500 0.200 225 144.500	138.300 0.200 270 138.300	138.900 0.350 315 138.900
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 4 Maximum Transmitting ERP in Azimuth(from true north)	ALDWELL Sta Watts: 140.820 0 135.700 18.030 Watts: 140.820 0 135.700 0.420 Watts: 140.820 0 0 0 0 0 0 0 0 0 0 0 0 135.700 0 0 0 135.700 0 0 135.700 0 135.700 0 0 0 0 0 0 0 0 0 0 0 0	45 130.000 88.290 45 130.000	90 144.600 65.450 90 144.600	135 143.60 2.610 135 143.60	180 151.900 0.360 180 00 151.900	144.500 0.200 225 144.500	138.300 0.200 270 138.300	138.900 0.350 315 138.900
City: Princeton County: CA Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 4 Maximum Transmitting ERP in	ALDWELL Sta • Watts: 140.820 • 0 135.700 18.030 • Watts: 140.820 • 0 0 0 0 0 0 0 135.700 18.030 • 0 0 0 0 0 135.700 18.030 • 0 0 135.700 18.030 • 0 0 135.700 18.030 • 0 135.700 18.030 • 0 135.700 0 135.700 18.030 • 0 135.700 135.700 0 135.700 135.700 0 135.700 0 135.700 0 135.700 0 135.700 0 135.700 0 135.700 0 135.700 0 135.700 0 140.820 • 0 0 140.820 • 0 140.820 • 0 • 0 • 0 • 0 • 0 • 0 • 0 •	45 130.000 88.290 45 130.000 0.420	90 144.600 65.450 90 144.600 2.640	135 143.60 2.610 135 143.60 89.540	180 151.900 0.360 180 0 151.900 209.890 180	144.500 0.200 225 144.500 79.800	138.300 0.200 270 138.300 0.420	138.900 0.350 315 138.900 0.800



Call Sign: KNKN871	File	Number:	000961109	2	Pi	rint Date	:08-31-2021	
Location Latitude	Longitude 088-04-34.3 W	(m	round Eleva neters) 57.4	(Structure Hgt meters)	to Tip	Antenna St Registratio	
5 37-19-00.3 N Address: (Marion) 11 Brairwoo		23	07.4	ý	90.5		1030656	
City: Marion County: CRIT		e: KY C	onstruction	Deadli	ne:			
Antenna: 2 Maximum Transmitting ERP in	Watts: 140 820							
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	0 162.700 271.010	45 163.300 402.110	90 176.200 56.170	135 156.900 1.380	180 167.800 1.090	225 184.500 1.090	270 160.300 1.090	315 175.600 16.570
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 4	Watts: 140.820 0 162.700 1.090	45 163.300 1.090	90 176.200 54.770	135 156.900 411.390		225 184.500 18.590	270 160.300 1.090	315 175.600 1.090
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 162.700 2.710	45 163.300 0.550	90 176.200 0.550	135 156.900 0.550	180 167.800 2.110	225 184.500 63.550	270 160.300 191.830	315 175.600 63.550
Location Latitude	Longitude	(m	round Eleva leters)	(Structure Hgt meters)	to Tip	Antenna St Registratio	
8 37-19-19.5 N	087-30-03.8 W	14	4.5	9	99.1		1040639	
Address: 54 W LAKE ST City: Madisonville County:	HOPKINS Stat	te: KY (Constructio	n Doodl	ino			
City: Madisonvine County:			constituctio.	ii Deau				
Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 97.900 91.200	45 120.000 87.100	90 110.700 85.110	135 105.000 85.110	180 90.400 89.130	225 94.900 87.100	270 118.300 89.130	315 102.200 89.130
Location Latitude	Longitude	Gı	round Eleva	tion S	Structure Hgt meters)		Antenna St Registratio	tructure
9 37-39-38.0 N	087-55-11.5 W	15	3.6	1	21.9		1030655	
Address: (Morganfield) 996 TI								
City: Morganfield County:	UNION State: 1	KY Con	struction D	eadline	:			
Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 3	Watts: 140.820 0 130.600 355.170	45 126.500 248.530	90 124.600 31.970	135 100.000 1.840	180 131.200 0.810	225 122.100 0.810	270 129.400 2.870	315 122.600 89.690
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 130.600 0.890	45 126.500 27.540	90 124.600 263.030	135 100.000 389.050		225 122.100 5.890	270 129.400 0.810	315 122.600 0.810

Call Sign: KNKN871	File	Number:	000961109	2	Pr	int Date	:08-31-2021	
Location Latitude 9 37-39-38.0 N	Longitude 087-55-11.5 W	(m 15	round Eleva neters) 53.6		Structure Hgt (meters) 121.9	to Tip	Antenna St Registratio 1030655	
Address: (Morganfield) 996 T City: Morganfield County:			struction D	Deadline	e:			
Antenna: 4 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 130.600 0.680	45 126.500 0.680	90 124.600 0.680	135 100.000 2.630	180 0 131.200 61.490	225 122.100 217.250	270 129.400 146.520	315 122.600 15.150
Location Latitude	Longitude		round Eleva		Structure Hgt	to Tip	Antenna St	
12 37-02-00.0 N	088-22-10.0 W		eters) 15.5		(meters) 106.7		Registratio	n No.
Address: (Calvert City) 641 Ja					100.7		1010202	
City: Calvert City County:	MARSHALL S	tate: KY	Construct	tion Dea	adline:			
Antenna: 2 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters)	Watts: 140.820 0 78.900	45 77.600	90 88.100	135 83.000	180 68.600	225 85,300	270 97.900	315 93.100
Transmitting ERP (watts) Antenna: 3	23.380	330.300	378.360	36.130	0.970	0.970	0.970	0.970
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 4	Watts: 140.820 0 78.900 0.970	45 77.600 0.970	90 88.100 0.970	135 83.000 14.730		225 85.300 357.480	270 97.900 49.940	315 93.100 1.230
Antenna: 4 Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 78.900 63.740	45 77.600 2.060	90 88.100 0.660	135 83.000 0.660	180 68,600 0.660	225 85.300 4.020	270 97.900 107.530	315 93.100 274.970
Location Latitude	Longitude		round Eleva		Structure Hgt	to Tip	Antenna St	
14 37-36-46.0 N	087-29-35.0 W	(eters) .8.0		(meters) 91.0		Registratio 1034040	n No.
Address: EASTWOOD FERR		11	0.0		91.0		1034040	
City: SEBREE County: WI	EBSTER State:	KY Cor	nstruction I	Deadlin	e: 02-23-2006			
Antenna: 4 Maximum Transmitting ERP in	Watts: 140.820							
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 5	0 73.800 0.560	45 88.300 0.200	90 72.700 0.200	135 87.800 0.280	180 81.700 2.400	225 80.900 42.760	270 73.100 89.330	315 79.800 12.910
Maximum Transmitting ERP in Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	Watts: 140.820 0 73.800 55.080	45 88.300 0.490	90 72.700 0.200	135 87.800 0.200	180 81.700 0.200	225 80.900 0.200	270 73.100 0.200	315 79.800 39.900

Call Sign: KNKN871	File	Number:	000961109	92	Рі	rint Date	:08-31-2021	
Location Latitude	Longitude		round Elev neters)	ation	Structure Hgt (meters)	to Tip	Antenna St Registratio	
14 37-36-46.0 N	087-29-35.0 W	11	8.0		91.0		1034040	
Address: EASTWOOD FER	RY ROAD							
City: SEBREE County: W	VEBSTER State:	KY Coi	nstruction 1	Deadli	ne: 02-23-2006			
Antenna: 6 Maximum Transmitting ERP Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0	45 88.300 0.200	90 72.700 0.200	135 87.80 5.380	180 0 81.700 97.950	225 80.900 4.910	270 73.100 0.210	315 79.800 0.200
Location Latitude	Longitude		round Elev leters)	ation	Structure Hgt (meters)	to Tip	Antenna St Registratio	
16 36-46-54.2 N	088-03-28.1 W		9.0		126.5		1205551	
Address: SR 80/US 68 & Ti								
	y: TRIGG State:	KY Cor	nstruction 1	Deadliı	ne:			
Antenna: 1 Maximum Transmitting ERP Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0	45 178.000 96.610	90 160.000 96.610	135 175.00 96.61		225 167.000 96.610	270 177.000 96.610	315 184.000 96.610
Location Latitude	Longitude		round Elev leters)	ation	Structure Hgt (meters)	to Tip	Antenna St Registratio	
17 37-14-55.1 N	088-20-42.2 W		5.8		108.8		1231318	
Address: 738 Mitchell Road								
City: Burna County: LIVI	NGSTON State:	KY Co	nstruction	Deadli	ne: 02-23-2006			
Antenna: 4 Maximum Transmitting ERP	in Watts: 140.820							
Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 5	0	45 144.900 6.450	90 144.500 0.130	135 172.10 0.130	180 00 154.500 0.130	225 163.300 1.990	270 146.900 13.790	315 139.500 50.060
Maximum Transmitting ERP Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts) Antenna: 6	0	45 144.900 26.880	90 144.500 61.590	135 172.10 32.320		225 163.300 0.130	270 146.900 0.130	315 139.500 0.600
Maximum Transmitting ERP Azimuth(from true north) Antenna Height AAT (meters) Transmitting ERP (watts)	0	45 144.900 0.130	90 144.500 0.130	135 172.10 2.750	180 00 154.500 15.470	225 163.300 52.420	270 146.900 46.720	315 139.500 5.120



Call Sign: KNKN871	File Number: 0009611092	Print Date: 08-31-2021
Control Points: Control Pt. No. 2 Address: 500 West Dove Road City: Southlake County: TARRANT	State: TX Telephone Numb	er: (800)264-6620
Waivers/Conditions: NONE		

ULS Application

Cellular - 0009611092 - Cellco Partnership

File Number	0009611092	Radio Service	CL - Cellular
Call Sign	KNKN871	Application Status	G - Granted
General Informa	ation		
Application Purpose	RO - Renewal Only		
Existing Radio Service			
Authorization Type	Regular	Emergency STA	
Receipt Date	07/06/2021	Action Date	08/31/2021
Entered Date	07/06/2021	Requested Expiration Date	
Waiver	No	Number of Rules	
Attachments	No	Grandfathered Privileges	No
Application Fee Exempt	No	Regulatory Fee Exempt	No
Major Request			
Use Question			

Market Data

Market	CMA444 - Kentucky 2 - Union	Channel Block	В
Submarket Designator	0	Phase	2

Applicant Information

FRN	0003290673	Туре	General Partnership
Name	Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Licensing Manager		P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
Real Party in Interest		FRN of Real Party in Interest	

Contact Information

Name Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com Radio Service Mobile Type

Regulatory Status Common Carrier

Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

Additional Certifications

Operation/Performance Requirement Certification

For a site-based license

Applicant certifies that it is continuing to operate consistent with its most recently filed construction notification (or most recent authorization, if no construction notification was required).

For a geographic license, commercial service - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to provide at least the level of service required by its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of any subsequent license terms.

For a geographic license, private systems - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs, and it continues to use its facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its final performance requirement through the end of any subsequent license terms.

For a partitioned or disaggregated license without a performance requirement, for the first renewal application filed after 05/30/2020.

Applicant certifies that the partitioned and/or disaggregated license that is the subject of this renewal application has no separate performance requirement and that this is the first renewal of this license filed subsequent 10/01/2020.

For a partitioned or disaggregated license without a performance requirement, for any subsequent renewal filings

Applicant certifies that it continues to use its facilities to provide service or to further the applicant's private business or public interest/public safety needs.

Discontinuance of Service Certification

Applicant certifies that no permanent discontinuance of service or operation, as applicable, occurred during its current license term.

Regulatory Compliance Certification

Applicant certifies that it has substantially complied with all applicable FCC rules, policies, and the Communications Act of 1934, as amended.

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THE STATES		al Communic /ireless Telecomn			n		
	RA	DIO STATION	AUTHORIZA '	ΓΙΟΝ			
LICENSEE: CELLCO	PARTNER	SHIP					
ATTN: REGULATORY				Call KNLF	Sign 1404	File Number	
5055 NORTH POINT PI	CELLCO PARTNERSHIP 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING ALPHARETTA, GA 30022				Radio Service CW - PCS Broadband		
FCC Registration Number (FR	(N): 0003	290673					
Grant Date 04-24-2017	F	Effective Date 11-30-2017	Expiration Date 04-28-2027			Print Date	
Market Number BTA339		Channel Block D			Sub-Market Designator 0		
			t Name y-Mayfield, KY				
1st Build-out Date 04-28-2002	2nd	Build-out Date	3rd Build-	out Date	41	h Build-out Date	
					•		

Waivers/Conditions:

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

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.

Call Sign: KNLH404	File Nu	nber:	Print Date:	
700 MHz Relicensed A	rea Information:			
700 MHz Relicensed A Market	rea Information: Market Name			Status

ULS Application

0009135432 - Verizon Communications Inc.

File Number	0009135432		Application Status	Q - Accepted
General Infor	mation			
Application Purpose	TC - Transfer of Control			
Receipt Date	07/21/2020			
Entered Date	07/21/2020		Action Date	08/13/2020
Waiver	No		Number of Rules	
Attachments	Yes			
Application Fee Exempt	No		Waiver/Deferral Fee	No
Licensee Info	rmation			
FRN	0003290673	Туре	General P	artnership
Name	Cellco Partnership ATTN Regulatory 5055 North Point Pkwy, NP2NE Engineering Alpharetta, GA 30022		P:(770)79 E:Licensir	97-1070 ng.Compliance@verizonwireless.com
Race		Gender	r	
Ethnicity				
Licensee Cont	act Information			
Name	Verizon Sarah Trosch 1300 I Street, NW - Suite 500 East Washington, DC 20005		P:(202)51 E:sarah.ti	15-2453 rosch@verizon.com
Transferor Inf	formation			
FRN	0003257094	Туре	Corporatio	on
Name	Verizon Communications Inc. ATTN Sarah Trosch 1300 I Street, NW - Suite 500 East Washington, DC 20005		P:(202)51 E:sarah.ti	15-2453 rosch@verizon.com
Race Ethnicity		Gender	-	
Transferor Co	ntact Information			
Maria	Willingen Deulen Kreuer II.D		D. (202) 70	22 4141

P:(202)783-4141

F:(202)783-5851

ATTN Jennifer L. Kostyu

Wilkinson Barker Knauer, LLP

Name

ULS Application - 0009135432 - Verizon Communications Inc.

1800 M. St., NW, Suite 800N Washington, DC 20036 E:jkostyu@wbklaw.com

Transferee Information

FRN	0003257094	Туре	Corporation
Name	Verizon Communications Inc. ATTN Sarah Trosch 1300 I Street, NW - Suite 500 East Washington, DC 20005		P:(202)515-2453 E:sarah.trosch@verizon.com
Real Party In Interest	Cellco Partnership	FRN of Real Party in Interest	0003290673
Race		Gender	
Ethnicity			

Transferee Contact Information

Name	Wilkinson Barker Knauer, LLP	P:(202)783-4141
	ATTN Jennifer L. Kostyu	F:(202)783-5851
	1800 M. St., NW, Suite 800N	E:jkostyu@wbklaw.com
	Washington, DC 20036	

Transferee Qualifications and Ownership Information

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

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THE O STATES	Federal Commu Wireless Teleco	inications Con ommunications B		
CHANNEATUONS	RADIO STATIO	ON AUTHORIZA	ATION	
LICENSEE: CELLCO	PARTNERSHIP			
CELLCO PARTNERSH			Call Si WQGA7	
	5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING ALPHARETTA, GA 30022			Radio Service WS (1710-1755 MHz and 2110-2155 MHz)
FCC Registration Number (FI	RN): 0003290673			
Grant Date 02-22-2022	Effective Date 02-22-2022		tion Date 9-2036	Print Date 02-23-2022
Market Number REA004		Channel Block F		Sub-Market Designator 15
		larket Name ssissippi Valley		
1st Build-out Date	2nd Build-out Date	3rd Build	d-out Date	4th Build-out Date
Waivers/Conditions:				

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

Conditions:

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

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

Call Sign: WQGA718

File Number: 0009793647

Print Date: 02-23-2022

700 MHz Relicensed Area Information:

Market Market Name **Buildout Deadline Buildout Notification** Status ULS Application 0011116303 - Trace-Tek

File Number	0011116303		Application Status	G - Granted
Application Purpose	LN - New Lease	Classification of Lease		<i>De Facto</i> Transfer
General Infor	mation			
Application Purpose	LN - New Lease			
Receipt Date	06/13/2024			
Entered Date	06/13/2024		Action Date	10/01/2024
Waiver	No		Number of Rules	
Attachments	Yes			
Application Fee Exempt	No		Waiver/Deferral Fee	Νο
Licensee Info	rmation			
FRN	0003290673	Туре	General Pa	artnership
Name	Cellco Partnership ATTN Network Engineering 5055 North Point Pkwy, NP2NE Engineering Alpharetta, GA 30022	7 -	P:(770)79	·
Race		Gender	r	
Ethnicity				
Licensee Cont	tact Information			
Name	Verizon Sarah Trosch 1300 I St, NW- Suite 500 East Washington, DC 20005		P:(202)51 E:sarah.tr	.5-2453 rosch@verizon.com
Lessee Inform	nation			
FRN	0030856223	Туре	Limited Li	ability Company
Name	Trace-Tek ATTN licenses@trace-tek.com 2625 Commons Boulevard Beavercreek, OH 45341		P:(972)67 E:licenses	72-0477 @trace-tek.com
Real Party In Interest	Trace-Tek	FRN of Party ir Interes	n	223
Race		Gender	r	
Ethnicity				

Ethnicity

Name

Lessee Contact Information

Trace-Tek Garrett Loo ATTN licenses@trace-tek.com 2625 Commons Boulevard Beavercreek, OH 45341 P:(972)672-0477 E:licenses@trace-tek.com

Lessee Qualifications and Ownership Information

Radio Service

Туре

Regulatory Status

Interconnected

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

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	Federal Commun Wireless Telecon			
LICENSEE: CELLCO	RADIO STATIO	N AUTHORIZA	TION	
LICENSEE. CELLCO	PARINERSHIP			
CELLCO PARTNERSH			Call Sign WQGA957	
	5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING ALPHARETTA, GA 30022 AW - AWS (1710-1755 MHz and 2110-2155 MHz)			
FCC Registration Number (FF	RN): 0003290673			1
Grant Date 12-21-2021	Effective Date 12-21-2021		ion Date 0-2036	Print Date 12-21-2021
Market Number BEA069	Ch	annel Block B	Su	ıb-Market Designator 0
		rket Name enderson, IN-KY-IL		
1st Build-out Date	2nd Build-out Date	3rd Build	-out Date	4th Build-out Date
Waivers/Conditions: This authorization is conditioned	d upon the licensee, prior to in	nitiating operations fr	rom any base or f	ixed station, making

reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:

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

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Call Sign: WQGA957

File Number: 0009775566

Print Date: 12-21-2021

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
		C		

ULS Application 0010812881 - Trace-Tek

File Number	0010812881		Application Status	G - Granted
Application Purpose	LN - New Lease		Classification of Lease	De Facto Transfer
General Infor	mation			
Application Purpose	LN - New Lease			
Receipt Date	12/13/2023			
Entered Date	12/13/2023		Action Date	02/24/2024
Waiver	No		Number of Rules	
Attachments	Yes			
Application Fee Exempt	No		Waiver/Deferral Fee	No
Licensee Info	rmation			
FRN	0003290673	Туре	General P	artnership
Name	Cellco Partnership ATTN Regulatory 5055 North Point Pkwy, NP2NE Engineering Alpharetta, GA 30022		P:(770)79	
Race		Gender	-	
Ethnicity				
Licensee Cont	act Information			
Name	Verizon Sarah Trosch 1300 I St, NW- Suite 500 East Washington, DC 20005		P:(202)5: E:sarah.ti	15-2453 rosch@verizon.com
Lessee Inform	ation			
FRN	0030856223	Туре	Limited Li	ability Company
Name	Trace-Tek ATTN licenses@trace-tek.com 2625 Commons Boulevard Beavercreek, OH 45341		P:(972)67 E:licenses	72-0477 s@trace-tek.com
Real Party In Interest	Trace-Tek	FRN of Party ir Interes	า	223
Race		Gender		

https://wireless2.fcc.gov/UIsApp/ApplicationSearch/applMain.jsp?appIID=14423718&printable

Name

Lessee Contact Information

Trace-Tek Garrett Loo ATTN licenses@trace-tek.com 2625 Commons Boulevard Beavercreek, OH 45341 P:(972)672-0477 E:licenses@trace-tek.com

Lessee Qualifications and Ownership Information

Radio Service

Туре

Regulatory Status

Interconnected

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

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Contrel Starting	Federal Co Wireles		ations Con unications Bu			
CHANNEATUONS	RADIO	STATION A	UTHORIZA	ΓΙΟΝ		
LICENSEE: CELLCO	PARTNERSHIP					
CELLCO PARTNERSH				Call Si WQGA9		File Number 0009775572
	5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING ALPHARETTA, GA 30022			Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz))-1755 MHz and
FCC Registration Number (FF	RN): 0003290673	6				
Grant Date 01-03-2022	Effectiv 01-03-		Expirati 11-29			Print Date 01-05-2022
Market Number BEA072	Chainer Brock				Sub-Mar	ket Designator 0
		Market Paducah,				
1st Build-out Date	2nd Build-	out Date	3rd Build-	out Date	4tl	1 Build-out Date
Waivers/Conditions:					-	

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

Conditions:

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

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Call Sign: WQGA960

File Number: 0009775572

Print Date: 01-05-2022

700 MHz Relicensed Area Information:

Market Market Name **Buildout Deadline Buildout Notification** Status ULS Application

AWS (1710-1755 MHz and 2110-2155 MHz) - 0009775572 - Cellco Partnership

File Number	0009775572	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Call Sign	WQGA960	Application Status	G - Granted
General Informa	ation		
Application Purpose	RO - Renewal Only		
Existing Radio Service			
Authorization Type	Regular	Emergency STA	
Receipt Date	10/26/2021	Action Date	01/03/2022
Entered Date	10/26/2021	Requested Expiration Date	
Waiver	No	Number of Rules	
Attachments	Yes	Grandfathered Privileges	No
Application Fee Exempt	No	Regulatory Fee Exempt	No
Major Request			
Use Question			
Market Data			
Market	BEA072 - Paducah, KY-IL	Channel Block	В
Submarket	0	Associated	001720.0000000-

			-
Submarket	0	Associated	001720.00000000-
Designator		Frequencies	001730.00000000
		(MHz)	002120.00000000-

Applicant Information

FRN	0003290673	Туре	General Partnership
Name	Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022		P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
Real Party in Interest		FRN of Real Party in Interest	

Contact Information

Name Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com

002130.00000000

Qualifications, Ownership

Radio Service Mobile Type

Regulatory Status Common Carrier

Interconnected Yes

Alien Ownership The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

Additional Certifications

Operation/Performance Requirement Certification

For a site-based license

Applicant certifies that it is continuing to operate consistent with its most recently filed construction notification (or most recent authorization, if no construction notification was required).

For a geographic license, commercial service - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to provide at least the level of service required by its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of any subsequent license terms.

For a geographic license, private systems - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs, and it continues to use its

facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its final performance requirement through the end of any subsequent license terms.

For a partitioned or disaggregated license without a performance requirement, for the first renewal application filed after 05/30/2020.

Applicant certifies that the partitioned and/or disaggregated license that is the subject of this renewal application has no separate performance requirement and that this is the first renewal of this license filed subsequent 10/01/2020.

For a partitioned or disaggregated license without a performance requirement, for any subsequent renewal filings

Applicant certifies that it continues to use its facilities to provide service or to further the applicant's private business or public interest/public safety needs.

Discontinuance of Service Certification

Applicant certifies that no permanent discontinuance of service or operation, as applicable, occurred during its current license term.

Regulatory Compliance Certification

Applicant certifies that it has substantially complied with all applicable FCC rules, policies, and the Communications Act of 1934, as amended.

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EL CALLER		al Communic			
THE MUNICATIONS	RA	Vireless Telecomm			
LICENSEE: CELLCO	PARTNE	RSHIP			
CELLCO PARTNERSH				Call Si WQGD4	
ALPHARETTA, GA 30022 AW - AWS			Radio Service WS (1710-1755 MHz and 2110-2155 MHz)		
FCC Registration Number (FF	RN): 0003	290673			
Grant Date 02-09-2022	Ι	Effective Date 02-09-2022	Expirati 12-18	on Date -2036	Print Date 02-10-2022
Market Number BEA096	Chumier Brock				Sub-Market Designator 0
		Market St. Louis,			
1st Build-out Date	2nd	Build-out Date	3rd Build-	out Date	4th Build-out Date
Waivers/Conditions:					

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

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

Call Sign: WQGD474

File Number: 0009787546

Print Date: 02-10-2022

700 MHz Relicensed Area Information:

Market Market Name **Buildout Deadline Buildout Notification** Status ULS Application

AWS (1710-1755 MHz and 2110-2155 MHz) - 0009787546 - Cellco Partnership

File Number	0009787546	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Call Sign	WQGD474	Application Status	G - Granted
General Informa	tion		
Application Purpose	RO - Renewal Only		
Existing Radio Service			
Authorization Type	Regular	Emergency STA	
Receipt Date	11/05/2021	Action Date	02/09/2022
Entered Date	11/05/2021	Requested Expiration Date	
Waiver	No	Number of Rules	
Attachments	Yes	Grandfathered Privileges	No
Application Fee Exempt	No	Regulatory Fee Exempt	No
Major Request			
Use Question			

Market Data

Market	BEA096 - St. Louis, MO-IL	Channel Block	С
Submarket Designator	0	Associated Frequencies (MHz)	001730.00000000- 001735.00000000 002130.00000000- 002135.00000000

Applicant Information

FRN	0003290673	Туре	General Partnership
Name	Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022		P:(770)797-1070 F:(770)797-1036 E:licensingcompliance@verizonwireless.com
Real Party in Interest		FRN of Real Party in Interest	

Contact Information

Name Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com

Qualifications, Ownership

Radio Service Mobile Type

Regulatory Status Common Carrier

Interconnected Yes

Alien Ownership The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

Additional Certifications

Operation/Performance Requirement Certification

For a site-based license

Applicant certifies that it is continuing to operate consistent with its most recently filed construction notification (or most recent authorization, if no construction notification was required).

For a geographic license, commercial service - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to provide at least the level of service required by its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of any subsequent license terms.

For a geographic license, private systems - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs, and it continues to use its

facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its final performance requirement through the end of any subsequent license terms.

For a partitioned or disaggregated license without a performance requirement, for the first renewal application filed after 05/30/2020.

Applicant certifies that the partitioned and/or disaggregated license that is the subject of this renewal application has no separate performance requirement and that this is the first renewal of this license filed subsequent 10/01/2020.

For a partitioned or disaggregated license without a performance requirement, for any subsequent renewal filings

Applicant certifies that it continues to use its facilities to provide service or to further the applicant's private business or public interest/public safety needs.

Discontinuance of Service Certification

Applicant certifies that no permanent discontinuance of service or operation, as applicable, occurred during its current license term.

Regulatory Compliance Certification

Applicant certifies that it has substantially complied with all applicable FCC rules, policies, and the Communications Act of 1934, as amended.

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F	Sederal Communio Wireless Telecomm				
A AP TO	RADIO STATION	AUTHORIZATIO	DN		
LICENSEE: CELLCO PA	ARTNERSHIP				
ATTN: REGULATORY			Call Sign WQGD606	File Number 0009565676	
5055 NORTH POINT PK	CELLCO PARTNERSHIP 5055 NORTH POINT PKWY, NP2NE ENGINEERING ALPHARETTA, GA 30022				
FCC Registration Number (FRN	v): 0003290673				
Grant Date 12-16-2021	Effective Date 12-16-2021	Expiration 1 12-18-203		Print Date 07-09-2022	
Market Number BEA072	Chan	nnel Block C	Sub	-Market Designator 0	
		e t Name h, KY-IL			
1st Build-out Date	2nd Build-out Date	3rd Build-out	Date	4th Build-out Date	
Waivers/Conditions:					

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

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

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Call Sign: WQGD606

File Number: 0009565676

Print Date: 07-09-2022

700 MHz Relicensed Area Information:

Market **Market Name Buildout Deadline Buildout Notification** Status **ULS** Application

0010093348 - Cellco Partnership

File Number	0010093348	Application Status	Q - Accepted					
General Information								
Application Purpose	NT - Required Notification							
Existing Radio Service								
Authorization Type		Emergency STA						
Receipt Date	06/16/2022	Action Date	06/17/2022					
Entered Date	06/16/2022	Requested Expiration Date						
Waiver	No	Number of Rules						
Attachments		Grandfathered Privileges						
Application Fee Exempt	No	Regulatory Fee Exempt						
Major Request								

Applicant Information

FRN	0003290673	Туре	General Partnership
Name	Cellco Partnership 5055 North Point Pkwy, NP2NE Engineering Alpharetta, GA 30022 ATTN Regulatory		P:(770)797-1070 E:Licensing.Compliance@verizonwireless.com
Real Party in Interest		FRN of Real Party in Interest	

Contact Information

Name Verizon Sarah Trosch 1300 I Street, NW - Suite 500 East Washington, DC 20005 P:(202)515-2453 E:sarah.trosch@verizon.com

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STATED STATES		al Communica /ireless Telecomm			n			
A CAN DO TO	RA	DIO STATION A	UTHORIZA	ΓΙΟΝ				
LICENSEE: CELLCO	PARTNER	RSHIP						
ATTN: LICENSING MA	ANAGER	Call WQG	File Number 00009905996					
5055 NORTH POINT PI	CELLCO PARTNERSHIP 5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING ALPHARETTA, GA 30022					Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)		
FCC Registration Number (FR	XN): 0003	290673	1		1			
Grant Date 04-05-2022	I	Effective Date 04-05-2022		tion Date Print Date 00-2037 04-05-2022				
Market Number BEA096		Channel Block B			Sub-Market Designator			
Market Name St. Louis, MO-IL								
1st Build-out Date	2nd	Build-out Date	3rd Build-	out Date		4th Build-out Date		

Waivers/Conditions:

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

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

Call Sign: WQGV763

File Number: 0009905996

Print Date: 04-05-2022

700 MHz Relicensed Area Information:

Market **Market Name Buildout Deadline Buildout Notification** Status

ULS Application 0010157192 - Illinois RSA 6 and 7 Limited Partnership

				-
File Number	0010157192		Application Status	Q - Accepted
Application Purpose	LN - New Lease		Classification of Lease	Spectrum Manager
General Infor	mation			
Application Purpose	LN - New Lease			
Receipt Date	08/08/2022			
Entered Date	08/08/2022		Action Date	12/03/2022
Waiver	Yes		Number of Rules	
Attachments	Yes			
Application Fee Exempt	No		Waiver/Deferral Fee	No
Licensee Info	rmation			
FRN	0003290673	Туре	General Pa	artnership
Name	Cellco Partnership ATTN Regulatory 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022	,,	P:(770)79	
Race		Gender	-	
Ethnicity				
Licensee Cont	act Information			
Name	Verizon Sarah Trosch 1300 I St NW - Suite 500 East Washington, DC 20005		P:(202)51 E:sarah.tr	.5-2453 rosch@verizon.com
Lessee Inforn	nation			
FRN	0002842334	Туре	Limited Pa	artnership
Name	Illinois RSA 6 and 7 Limited Partnership ATTN Regulatory 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022		P:(770)79 E:licensing	97-1070 gcompliance@verizonwireless.com
Real Party In Interest	Cellco Partnership	FRN of Party ir Interes	า	573
Race		Gender		

Ethnicity

Lessee Contact Information

Name

Verizon Sarah Trosch 1300 I St Nw - Suite 500 East Washington, DC 20005 P:(202)515-2453 E:sarah.trosch@verizon.com

Lessee Qualifications and Ownership Information

Radio Service Type

Regulatory Status

Interconnected

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

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		al Communica Vireless Telecomm			n		
A CATIONS	RA	ADIO STATION A	UTHORIZAT	ION			
LICENSEE: CELLCO F	ARTNEF	RSHIP					
ATTN: REGULATORY			Call WQH	Sign G455	File Number 0009041605		
CELLCO PARTNERSHIP 5055 NORTH POINT PKWY, NP2NE ENGINEERING ALPHARETTA, GA 30022				Radio Service CW - PCS Broadband			
FCC Registration Number (FR	N): 0003	290673					
Grant Date 06-30-2017	I	Effective Date 05-29-2020	Expiratio 07-23-			Print Date 08-12-2020	
Market Number BTA135				Sub-Market Designator 5			
Market Name Evansville, IN							
1st Build-out Date 07-23-2012	2nd	Build-out Date	3rd Build-o	out Date		4th Build-out Date	
Waivars/Conditions:							

Waivers/Conditions:

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 islicensed 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.

Call Sign: WQHG455

File Number: 0009041605

Print Date: 08-12-2020

700 MHz Relicensed Area Information:

Market Market Name **Buildout Deadline Buildout Notification** Status ULS Application 0010812881 - Trace-Tek

File Number	0010812881		Application Status	G - Granted
Application Purpose	LN - New Lease		Classification of Lease	De Facto Transfer
General Infor	mation			
Application Purpose	LN - New Lease			
Receipt Date	12/13/2023			
Entered Date	12/13/2023		Action Date	02/24/2024
Waiver	No		Number of Rules	
Attachments	Yes			
Application Fee Exempt	No		Waiver/Deferral Fee	No
Licensee Info	rmation			
FRN	0003290673	Туре	General P	Partnership
Name	Cellco Partnership ATTN Regulatory 5055 North Point Pkwy, NP2NE Engineering Alpharetta, GA 30022		P:(770)79 E:Licensir	97-1070 ng.Compliance@verizonwireless.com
Race		Gender		
Ethnicity				
Licensee Cont	act Information			
Name	Verizon Sarah Trosch 1300 I St, NW- Suite 500 East Washington, DC 20005		P:(202)5 E:sarah.t	15-2453 rosch@verizon.com
Lessee Inforn	nation			
FRN	0030856223	Туре	Limited L	iability Company
Name	Trace-Tek ATTN licenses@trace-tek.com 2625 Commons Boulevard Beavercreek, OH 45341		P:(972)6 E:licenses	72-0477 s@trace-tek.com
Real Party In Interest	Trace-Tek	FRN of Party ir Interes	า	223
Race		Gender	-	

Name

Lessee Contact Information

Trace-Tek Garrett Loo ATTN licenses@trace-tek.com 2625 Commons Boulevard Beavercreek, OH 45341 P:(972)672-0477 E:licenses@trace-tek.com

Lessee Qualifications and Ownership Information

Radio Service

Туре

Regulatory Status

Interconnected

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

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I STATED STATES	Federal Communi Wireless Telecom							
A GRANT ATTON	RADIO STATION	AUTHORIZA	ΓΙΟΝ					
LICENSEE: CELLCO P.	ARTNERSHIP							
ATTN: REGULATORY			Call Sig WQJQ69	File Number				
CELLCO PARTNERSHI 5055 NORTH POINT PK ALPHARETTA, GA 3002	WY, NP2NE NETWORK EN	IGINEERING	Radio Service WU - 700 MHz Upper Band (Block C)					
FCC Registration Number (FR	N): 0003290673							
Grant Date 01-10-2020	Effective Date 02-11-2021		ion DatePrint Date3-2029					
Market Number REA004				Sub-Mar	ket Designator 0			
Market Name Mississippi Valley								
1st Build-out Date 06-13-2013	2nd Build-out Date 06-13-2019	3rd Build	out Date	4t	h Build-out Date			
<u> </u>				-				

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

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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Call Sign: WQJQ692		File Number:	Print Date:	
700 MHz Relicensed A	rea Information:			
Market	Market Name	Buildout Dead	lline Buildout Notificat	ion Status
				0

ULS Application

700 MHz Upper Band (Block C) - 0010612840 - Cellco Partnership

File Number	0010612840		Radio Service	WU - 700 MHz Upper Band (Block C)					
Call Sign	WQJQ692		Application Status	2 - Pending					
General Infor	mation								
Application Purpose	AM - Amendment		Original Application Purpose	MD - Modification					
Existing Radio Service									
Authorization Type	Regular		Emergency STA						
Receipt Date	10/15/2024		Action Date	10/16/2024					
Entered Date	10/15/2024		Requested Expiration Date						
Waiver	No	No							
Attachments	Yes	Yes		No					
Application Fee Exempt	No		Regulatory Fee Exempt	No					
Major Request									
Market Data									
Market	REA004 - Mississippi Valley		Channel Block	С					
Submarket Designator	0		Associated Frequencies (MHz)	000746.0000000- 000757.0000000 000776.0000000- 000787.00000000					
Applicant Info	ormation								
FRN	0003290673	Туре	General P	artnership					
Name	Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory		F:(770)79	:(770)797-1070 :(770)797-1036 :LicensingCompliance@VerizonWireless.com					
Real Party in Interest		FRN of Party in Interes	1						
Contact Information									
Name Verizon Wireless			P:(770)797-1070						

Name Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com

Qualifications, Ownership

Radio Service Mobile Type

Regulatory Status Common Carrier Inte

Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

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CONTROL STATES		al Communic Vireless Telecomm			l						
RADIO STATION AUTHORIZATION											
LICENSEE: CELLCO	PARTNEF	RSHIP									
CELLCO PARTNERSH			Call Sign WQWY363		File Number 0009762545						
5055 NORTH POINT PI ALPHARETTA, GA 30	JINEERING	Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)									
FCC Registration Number (FF	RN): 0003	2290673									
Grant Date 12-14-2021	I	Effective Date 12-14-2021	Expiration Date 11-29-2036		Print Date 12-14-2021						
Market Number REA004	Channel Block D			Sub-Ma		rket Designator 16					
Market Name Mississippi Valley											
1st Build-out Date	1st Build-out Date 2nd		Build-out Date 3rd Build-		41	h Build-out Date					
Waivers/Conditions:					·						

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

Conditions:

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

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

Call Sign: WQWY363

File Number: 0009762545

Print Date: 12-14-2021

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

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQWY363

File Number: 0009762545

Print Date: 12-14-2021

700 MHz Relicensed Area Information:

Market Market Name **Buildout Deadline Buildout Notification** Status ULS Application

AWS (1710-1755 MHz and 2110-2155 MHz) - 0009762545 - Cellco Partnership

File Number	0009762545	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Call Sign	WQWY363	Application Status	G - Granted
General Inform	ation		
Application Purpose	RO - Renewal Only		
Existing Radio Service			
Authorization Type	Regular	Emergency STA	
Receipt Date	10/21/2021	Action Date	12/14/2021
Entered Date	10/21/2021	Requested Expiration Date	
Waiver	No	Number of Rules	
Attachments	Yes	Grandfathered Privileges	No
Application Fee Exempt	No	Regulatory Fee Exempt	No
Major Request			
Use Question			
Market Data			
Market	REA004 - Mississippi Valley	Channel Block	D
Submarket Designator	16	Associated Frequencies (MHz)	001735.0000000- 001740.00000000 002135.00000000- 002140.00000000

Applicant Information

FRN	0003290673	Туре	General Partnership
Name	Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022		P:(770)797-1070 F:(770)797-1036 E:licensingcompliance@verizonwireless.com
Real Party in Interest		FRN of Real Party in Interest	

Contact Information

Name Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com

Qualifications, Ownership

Radio Service Mobile Type

Regulatory Status Common Carrier

Interconnected Yes

Alien Ownership The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity

Gender

Additional Certifications

Operation/Performance Requirement Certification

For a site-based license

Applicant certifies that it is continuing to operate consistent with its most recently filed construction notification (or most recent authorization, if no construction notification was required).

For a geographic license, commercial service - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to provide at least the level of service required by its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement and it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of the license term.

For a geographic license, commercial service - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to provide at least the level of service required by its final performance requirement through the end of any subsequent license terms.

For a geographic license, private systems - licensee in its initial license term with an interim performance requirement

Applicant certifies that it has met its interim performance requirement, that over the portion of the license term following the interim performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its interim performance requirement, it has met its final performance requirement, and it continues to use its facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in its initial license term with no interim performance requirement

Applicant certifies that it has met its final performance requirement, it continues to use its facilities to further its private business or public interest/public safety communications needs, and it continues to use its

facilities to provide at least the level of operation required by its final performance requirement through the end of the license term.

For a geographic license, private systems - licensee in any subsequent term

Applicant certifies that it continues to use its facilities to further its private business or public interest/public safety communications needs at or above the level required to meet its final performance requirement through the end of any subsequent license terms.

For a partitioned or disaggregated license without a performance requirement, for the first renewal application filed after 05/30/2020.

Applicant certifies that the partitioned and/or disaggregated license that is the subject of this renewal application has no separate performance requirement and that this is the first renewal of this license filed subsequent 10/01/2020.

For a partitioned or disaggregated license without a performance requirement, for any subsequent renewal filings

Applicant certifies that it continues to use its facilities to provide service or to further the applicant's private business or public interest/public safety needs.

Discontinuance of Service Certification

Applicant certifies that no permanent discontinuance of service or operation, as applicable, occurred during its current license term.

Regulatory Compliance Certification

Applicant certifies that it has substantially complied with all applicable FCC rules, policies, and the Communications Act of 1934, as amended.

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

E911 ADDRESS



8601 SIX FORKS ROAD, SUITE 250 RALEIGH, NC 27615

TOWER OWNER PROPERTY OWNER APC TOWERS JONATHAN GREENE RALEIGH, NC 27615 RITA KAREN DUBUQUE DRIVER LEDBETTER, KY 42058 PH: (704) 724-8382 EMAIL: JGREENE@ APCTOWERS.COM UTILITIES - ELECTRIC UTILITIES - COMMUNICATIONS JACKSON PURCHASE ENERGY TBA FIBER PROVIDER NOT SELECTED AT THE TIME OF RELEASE PADUCAH, KY 42001 PH: (270) 442-7321 EMAIL: POLICE DEPARTMENT FIRE DEPARTMENT LIVINGSTON COUNTY SHERIFF 321 COURT STREET SMITHLAND, KY 42081 LEDBETTER FIRE DEPT 1481 US HIGHWAY 60 LEDBETTER, KY 42058 PH: (270) 928-2122 PH: (270) 898-6838 TOWER OWNER LEASE AREA VERIZON LEASE AREA 100'x100' 30'x12' (10,000 SQ. FT.) (360 SQ. FT.) SITE COORDINATES AND ELEVATION LATITUDE - N37° 03' 52.90" / 37.06469 LONGITUDE - W088° 26' 40.12" / -88.44448 (NAD 83) GROUND ELEVATION - ±412' AMSL (NAVD 88) PROJECT SUMMARY BEGINNING AT THE LIVINGSTON COUNTY COUNTY SEAT,

SMITTLAND, KT, INTERSECTION OF COURT STREET AND US-OU:	
US-60 SOUTHWEST 6.3 MILE LOCKHART ROAD, TURN RIGHT (NORTH) 0.4 MILE	
TO THE SITE ENTRANCE ON RIGHT, (EAST) SIDE OF THE ROAD	

DIRECTIONS TO SITE





NEW 255' GUYED W/ 5' LIGHTNING ROD **TOTAL TOWER HEIGHT 260' VERIZON ANTENNA C.L. 250'**

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS **EV LEDBETTER EAST SPM PROJECT No. 17294940**

INSTALLED IN ACCORDANCE THE FOLLOWING CODES AS GOVERNING AUTHORITIES. N	SHALL BE PERFORMED AND WITH THE CURRENT EDITIONS OF ADOPTED BY THE LOCAL OTHING IN THESE PLANS IS TO BE WORK NOT CONFORMING TO THESE
BUILDING CODE STRUCTURAL CODE MECHANICAL CODE	2018 KENTUCKY BUILDING CODE TIA/EIA-222 - REVISION H 2012 INTERNATIONAL MECHANICAL
PLUMBING CODE	CODE (IMC 2012) KENTUCKY STATE PLUMBING
ELECTRICAL CODE	CODE (815 KAR CHAP. 20) 2017 NATIONAL ELECTRICAL CODE
FIRE/LIFE SAFETY CODE	
ENERGY CODE	(2012 IFC) 2012 INTERNATIONAL ENERGY
FUEL GAS CODE	CODE (COMMERCIAL) 2009 NATIONAL FUEL GAS CODE (NFPA 54)
	D NOT FOR HUMAN HABITATION.
ACCORDANCE WITH THE 20	UIREMENTS ARE NOT REQUIRED IN 09 IBC BUILDING CODE.
ACCORDANCE WITH THE 20	09 IBC BUILDING CODE.
ACCORDANCE WITH THE 20	09 IBC BUILDING CODE.
ACCORDANCE WITH THE 20	O9 IBC BUILDING CODE. DDES DESIGN ENGINEERING MISSION 1 COMMUNICATIONS DONALD HOEFELMEYER

CONSULTANT TEAM

AERIAL MAP

	ΕV		DD	
		E	EAS	5
		C	ELL S	5
		1 US		
		DBET		
	LIV	INGS	5 I ON	
DRA	AWING		X	
T-1		CT INFOR		LC

1 of 3	SURVEY PLAN
2 of 3	SURVEY PLAN
3 of 3	SURVEY PLAN
C-1	OVERALL SITE PLAN w/ AEF
C-1A	OVERALL SITE PLAN w/ TOV PROPERTY LINES
C-1B	OVERALL SITE PLAN w/ TOW RESIDENTIAL STRUCTURES
C-1C	TOWER AND ACCESS EASE
C-1D	ADJOINING PROPERTY MAP
C-2	DETAILED SITE PLAN
C-3	DIMENSIONED SITE PLAN
D-1	VERIZON EQUIPMENT PAD

IAL MAP PROVIDED BY GOOGLE EARTH

TOWER ELEVATION, NOTES AND DETAILS TE-1

KY-1796 EV LEDBETTER SITE **60 WEST KY 42058** COUNTY

OCATION MAPS, AND

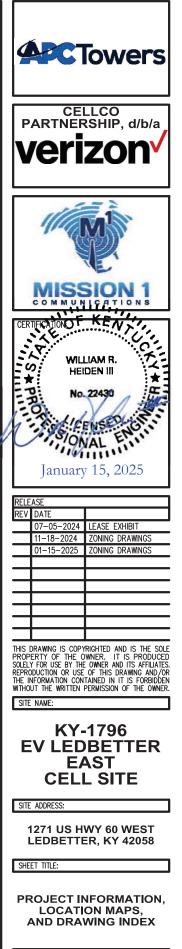
RIAL OVERLAY WER DISTANCES TO

WER DISTANCES TO EMENT BUFFER MAP

AND CANOPY

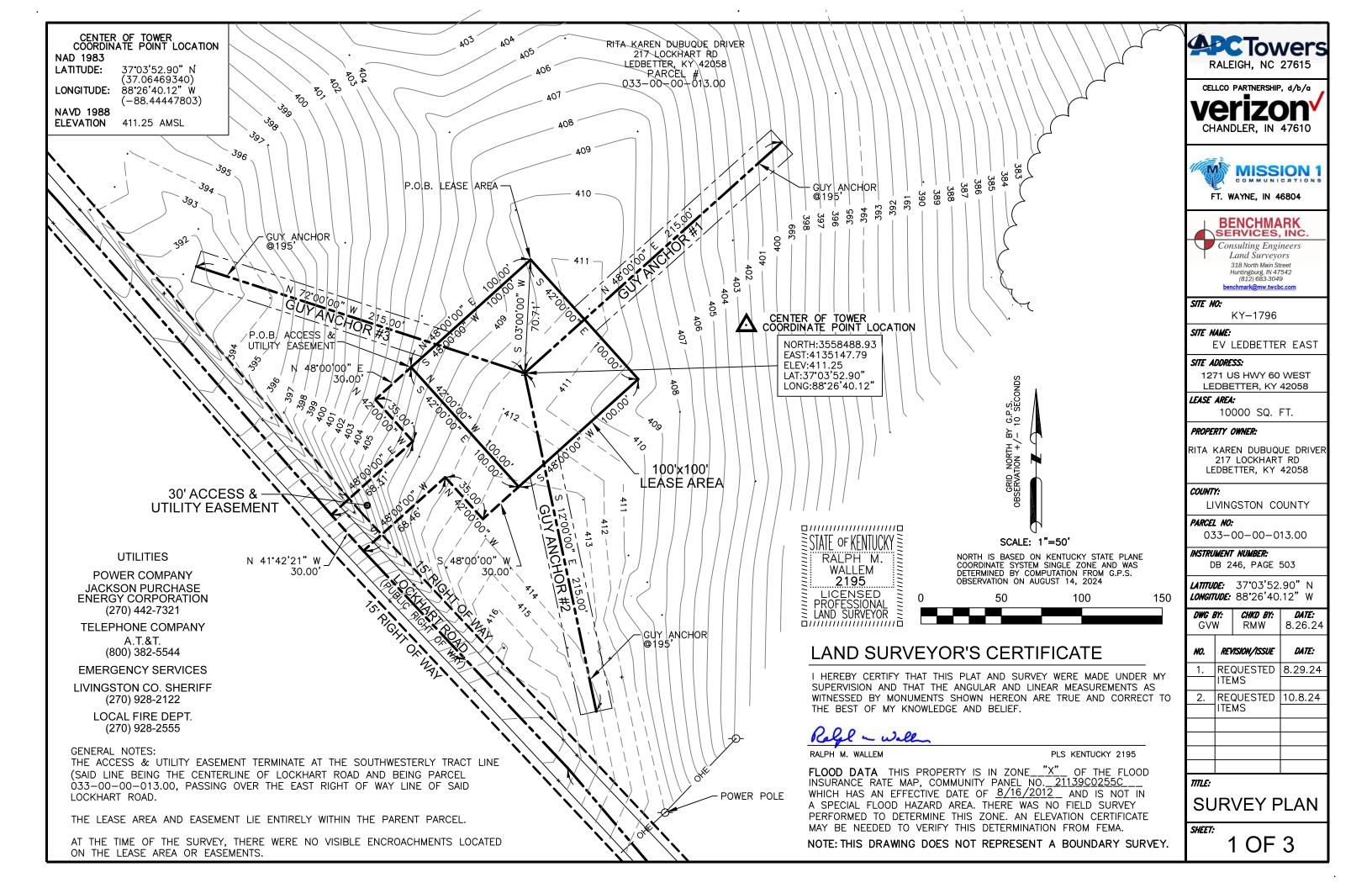


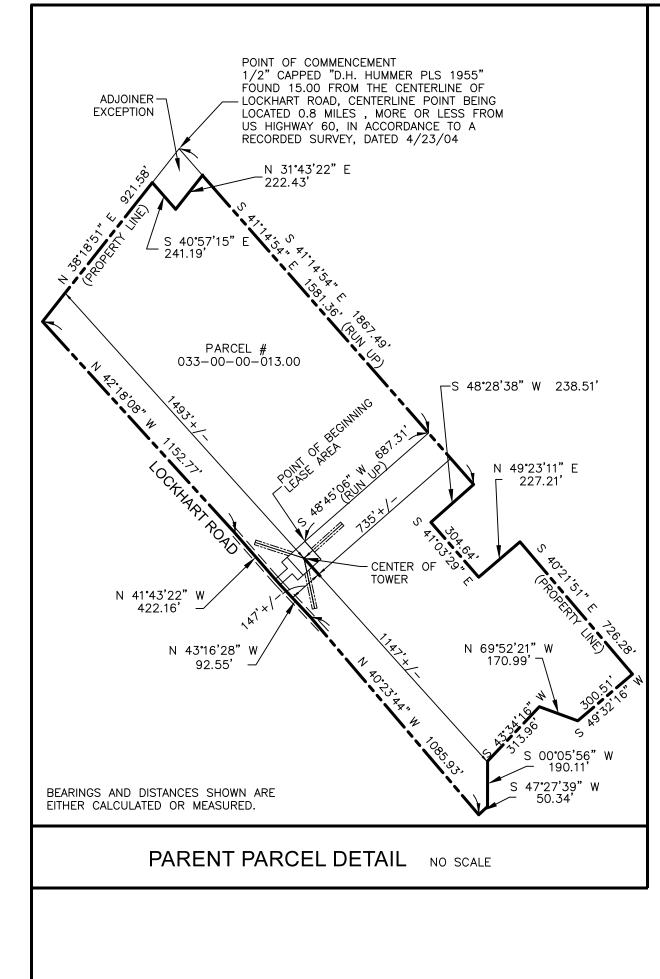
Call 811 or (800) 752-6007 Toll Free 48 Hours Prior To Digging



SHEET NO .:







100x100' LEASE AREA DESCRIPTION

A CERTAIN TRACT OF LAND LOCATED ON PARCEL No. 033-00-00-013.00, LIVINGSTON COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT 1/2" CAPPED IRON PIN WITH THE MARKINGS "D.H. HUMMER PLS 1955" FOUND IN THE CENTERLINE OF LOCKHART ROAD, CENTERLINE POINT BEING LOCATED 0.80 MILES, MORE OR LESS FROM US HIGHWAY 60, IN ACCORDANCE TO A RECORDED "HUMMER" SURVEY, DATED APRIL 23, 2004; THENCE SOUTH 41 DEGREES 14 MINUTES 54 SECONDS EAST 1581.36 FEET TO A POINT; THENCE SOUTH 48 DEGREES 45 MINUTES 06 SECONDS WEST 687.31 FEET TO THE NORTHERNMOST LEASE CORNER AND BEING THE TRUE PLACE OF BEGINNING; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 10,000 SQUARE FEET, (0.23 ACRES), MORE OR LESS.

30' ACCESS & UTILITY EASEMENT DESCRIPTION

A CERTAIN TRACT OF LAND LOCATED ON PARCEL No. 033-00-00-013.00, LIVINGSTON COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT 1/2" CAPPED IRON PIN WITH THE MARKINGS "D.H. HUMMER PLS 1955" FOUND IN THE CENTERLINE OF LOCKHART ROAD, CENTERLINE POINT BEING LOCATED 0.80 MILES, MORE OR LESS FROM US HIGHWAY 60, IN ACCORDANCE TO A RECORDED "HUMMER" SURVEY, DATED APRIL 23, 2004; THENCE SOUTH 41 DEGREES 14 MINUTES 54 SECONDS EAST 1581.36 FEET TO A POINT; THENCE SOUTH 48 DEGREES 45 MINUTES 06 SECONDS WEST 687.31 FEET TO THE NORTHERNMOST LEASE CORNER; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 100.00 FEET TO THE TRUE PLACE OF BEGINNING; THENCE SOUTH 42 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE SOUTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 68.46 FEET; THENCE NORTH 41 DEGREES 42 MINUTES 21 SECONDS WEST 30.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 68.31 FEET; THENCE NORTH 42 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS WEST 35.00 FEET; THENCE NORTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 30.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 5051 SQUARE FEET, (0.12 ACRES), MORE OR LESS.

GUY ANCHOR #1 EASEMENT DESCRIPTION

A CERTAIN TRACT OF LAND LOCATED ON PARCEL No. 033-00-00-013.00, LIVINGSTON COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT 1/2" CAPPED IRON PIN WITH THE MARKINGS "D.H. HUMMER PLS 1955" FOUND IN THE CENTERLINE OF LOCKHART ROAD, CENTERLINE POINT BEING LOCATED 0.80 MILES, MORE OR LESS FROM US HIGHWAY 60, IN ACCORDANCE TO A RECORDED "HUMMER" SURVEY, DATED APRIL 23, 2004; THENCE SOUTH 41 DEGREES 14 MINUTES 54 SECONDS EAST 1581.36 FEET TO A POINT; THENCE SOUTH 48 DEGREES 45 MINUTES 06 SECONDS WEST 687.31 FEET TO THE NORTHERNMOST LEASE CORNER; THENCE SOUTH 03 DEGREES 00 MINUTES 00 SECONDS WEST 70.71 FEET TO THE TOWER CENTER AND TRUE PLACE OF BEGINNING OF THIS 20 FOOT WIDE GUY EASEMENT; THENCE ON AND ALONG A LINE 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE; NORTH 48 DEGREES 00 MINUTES 00 SECONDS EAST 215.00 FEET TO THE TERMINUS. THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE LEASE LINES.

GUY ANCHOR #2 EASEMENT DESCRIPTION

A CERTAIN TRACT OF LAND LOCATED ON PARCEL No. 033-00-00-013.00, LIVINGSTON COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT 1/2" CAPPED IRON PIN WITH THE MARKINGS "D.H. HUMMER PLS 1955" FOUND IN THE CENTERLINE OF LOCKHART ROAD, CENTERLINE POINT BEING LOCATED 0.80 MILES, MORE OR LESS FROM US HIGHWAY 60, IN ACCORDANCE TO A RECORDED "HUMMER" SURVEY, DATED APRIL 23, 2004; THENCE SOUTH 41 DEGREES 14 MINUTES 54 SECONDS EAST 1581.36 FEET TO A POINT; THENCE SOUTH 48 DEGREES 45 MINUTES 06 SECONDS WEST 687.31 FEET TO THE NORTHERNMOST LEASE CORNER; THENCE SOUTH 03 DEGREES 00 MINUTES 00 SECONDS WEST 70.71 FEET TO THE TOWER CENTER AND TRUE PLACE OF BEGINNING OF THIS 20 FOOT WIDE GUY EASEMENT; THENCE ON AND ALONG A LINE 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE; SOUTH 12 DEGREES 00 MINUTES 00 SECONDS EAST 215.00 FEET TO THE TERMINUS. THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE LEASE LINES.

GUY ANCHOR #3 EASEMENT DESCRIPTION

A CERTAIN TRACT OF LAND LOCATED ON PARCEL No. 033-00-00-013.00, LIVINGSTON COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT 1/2" CAPPED IRON PIN WITH THE MARKINGS "D.H. HUMMER PLS 1955" FOUND IN THE CENTERLINE OF LOCKHART ROAD, CENTERLINE POINT BEING LOCATED 0.80 MILES, MORE OR LESS FROM US HIGHWAY 60, IN ACCORDANCE TO A RECORDED "HUMMER" SURVEY, DATED APRIL 23, 2004; THENCE SOUTH 41 DEGREES 14 MINUTES 54 SECONDS EAST 1581.36 FEET TO A POINT; THENCE SOUTH 48 DEGREES 45 MINUTES 06 SECONDS WEST 687.31 FEET TO THE NORTHERNMOST LEASE CORNER; THENCE SOUTH 03 DEGREES 00 MINUTES 00 SECONDS WEST 70.71 FEET TO THE TOWER CENTER AND TRUE PLACE OF BEGINNING OF THIS 20 FOOT WIDE GUY EASEMENT; THENCE ON AND ALONG A LINE 10 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE; NORTH 72 DEGREES 00 MINUTES 00 SECONDS WEST 215.00 FEET TO THE TERMINUS. THE SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE IN THE LEASE LINES.



TITLE COMMITMENT

Issuing Agent: Old Republic National Title Insurance Company Issuing Office: 530 SOUTH MAIN STREET SUITE 1061 AKRON, OH 44311

Loan ID Number: KY-1796 2ND CANDIDATE Commitment Number: 01-24013278-01T Property Address: 1271 US HIGHWAY 60 W LEDBETTER, KY 42058 SCHEDULE A COMMITMENT

Commitment Date: 03/27/2024 at 7:00 a.m.

Proposed Insured: APC TOWER IV, LLC The estate or interest to be insured: LEASEHOLD

The Title is, at the Commitment Date, vested in: RITA KAREN DUBUQUE DRIVER and, as disclosed in the Public Records, has been since 05/08/2014

The Land is described as follows: SEE ATTACHED EXHIBIT "A"

SURVEY CERTIFIED TO:

APC TOWER IV, LLC OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SURVEYOR CERTIFICATION

I CERTIFY THAT THIS PLAT AND SURVEY WERE MADE BY ME UNDER MY SUPERVISION, AND THAT THE ANGULAR AND LINEAR MEASUREMENTS, AS WITNESSED BY MONUMENTS SHOWN HEREON, ARE TRUE AND CORRECT TO THE BEST OF MY ABILITY AND BELIEF. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF THE GOVERNING AUTHORITIES.

SURVEYOR STATEMENT-MY COMMENTS ARE BASED SOLELY ON THE TITLE DOCUMENT THAT HAVE BEEN SUPPLIED TO ME BY THE TITLE COMPANY. SINCE THE TITLE DOCUMENTS ARE FURNISHED FOR THE PARENT TRACT, OUR TOPOGRAPHIC SURVEY IS OF A PORTION OF THAT TRACT. MY COMMENTS ARE RESTRICTED TO EXCLUSIONS THAT I CAN DETERMINE AFFECT ONLY OUR PORTION OF THE PARENT TRACT. NO BOUNDARY SURVEY WAS PERFORMED ON THE PARENT TRACT. THUS IT IS NOT POSSIBLE TO DETERMINE WITH CERTAINTY EXCLUSIONS REFERENCING THE PARENT TRACT.

SCHEDULE "B" SECTION II EXCEPTIONS

ITEM NO 1-(NOT A SURVEYOR RELATED ITEM)

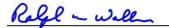
2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (BENCHMARK SERVICES, INC WAS HIRED TO CREATE LEASE AREA AND ACCESS & UTILITY EASEMENTS, NO BOUNDARY SURVEY WAS COMPLETED)

ITEMS 3 THRU 8-(NOT A SURVEYOR RELATED ITEM)

9. DISTRIBUTION AND/OR TRANSMISSION LINE RIGHT-OF-WAY EASEMENT IN FAVOR OF JACKSON PURCHASE ELECTRIC COOPERATIVE CORPORATION, RECORDED 09/25/1980, IN BOOK 138 PAGE 94 OF THE LIVINGSTON COUNTY RECORDS. (EASEMENT LOCATED ALONG US 60 THEREFORE AFFECTS THE PARENT PARCEL, DOES NOT AFFECT THE LEASE AREA, DOES NOT AFFECT THE ACCESS & UTILITY EASEMENT)

10. DEED OF RIGHT OF WAY EASEMENT IN FAVOR OF COUNTY OF LIVINGSTON, KENTUCKY, RECORDED 03/26/2007, IN BOOK 225 PAGE 706 OF THE LIVINGSTON COUNTY RECORDS (EASEMENT LOCATED AT THE INTERSECTION OF US 60 AND LOCKHART ROAD THEREFORE AFFECTS THE PARENT PARCEL, DOES NOT AFFECT THE LEASE AREA, DOES NOT AFFECT THE ACCESS & UTILITY EASEMENT)

END OF SCHEDULE "B" ITEMS



RALPH M. WALLEM PLS KENTUCKY NO. 2195



PARENT PARCEL DESCRIPTION

EXHIBIT "A"

SITUATED IN THE COUNTY OF LIVINGSTON, STATE OF KENTUCKY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE CORNER TO WM. RENNIE AND R.G. THRELKELD LAND AND IN THE LINE OF THE BELLANY LAND RUNNING ACROSS THE BELLANY LAND, SOUTH WEST COURSE IN A PARALLEL LINE WITH THE LINE DIVIDING THE LAND OF R.G. THRELKELD AND WM. RENNIE TO THE LAND OF R.M. GOODLOE, NOW C.T. CALLENDER; THENCE WITH HIS LINE S.E. ABOUT 206 1/2 POLES TO THE PADUCAH AND SMITHLAND ROAD; THENCE N. 32 E. 55 3/4 POLES TO A STAKE IN THE THRELKELD LINE; THENCE N. 51 1/2 W. ABOUT 206 1/2 POLES TO THE BEGINNING, CONTAINING ABOUT 70 ACRES MORE OR LESS, RESERVING THE LAND SOLD OFF TO THE C.P. CHURCH (SEE DEED OF M.F. CHESTNUT TO TRUSTEES OAK GROVE PRESBYTERIAN CHURCH DATED SEPTEMBER 5TH 1892 AND RECORDED IN DEED BOOK #19, PAGE 120, RECORDS LIVINGSTON COUNTY COURT CLERK'S OFFICE) ALSO RESERVING ABOUT FOUR ACRES OF LAND HERETOFORE SOLD TO MURRAY L. TABER AND MRS. EDNA TABER BY DEED BEARING DATE OF JANUARY 27TH 1942 AND RECORDED IN DEED BOOK #63, PAGE 652, RECORDS LIVINGSTON COUNTY COURT CLERK'S OFFICE; ALSO RESERVING ABOUT 130 SQUARE RODS OF LAND AND BETTER DESCRIBED TO-WIT:

BEGINNING AT A STONE ABOUT 54 POLES FROM M.L. TABERS LINE IN THE DIVISION LINE BETWEEN W.E. CLARK AND SURVEY HEREIN CONVEYED TO DUBUQUE BROTHERS: THENCE WITH SAID LINE S.E. 12 POLES TO A STONE IN SAID LINE; THENCE S.W. ABOUT 13 POLES TO A STONE 40 FEET S.E. OF MNDESPRING; THENCE WEST 8 POLES TO A STONE; THENCE N.W. TO THE BEGINNING.

THERE IS EXCEPTED AND NOT HEREIN CONVEYED THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING ON THE NORTH SIDE OF U.S. HIGHWAY 60 AT INTERSECTION OF CALLENDAR ROAD; THENCE EAST WITH RIGHT-OF-WAY OF U.S. HIGHWAY 60 105 FEET TO A STAKE; THENCE NORTH 95 FEET TO A STAKE; THENCE EAST 34 FEET TO A STAKE; THENCE NORTH 35 FEET TO A STAKE: THENCE WEST 84 FEET TO A STAKE: THENCE NORTH 150 FEET TO A STAKE: THENCE WEST 63 FEET TO A STAKE ON EAST SIDE OF CALLENDAR ROAD; THENCE IN A SOUTHERLY DIRECTION WITH MEANDERS OF CALLENDER ROAD 310 FEET TO A STAKE ON THE NORTH SIDE OF U.S. HIGHWAY 60 AND POINT OF BEGINNING.

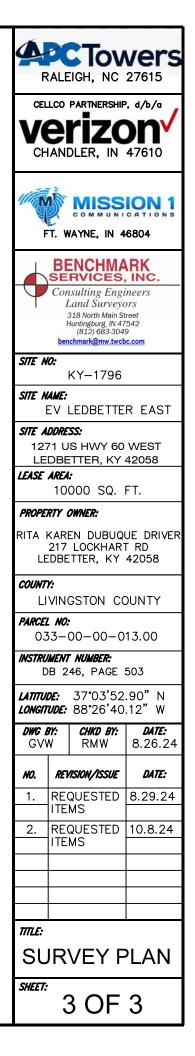
THERE IS ALSO EXCEPTED FROM THERE HEREINABOVE DESCRIBED PROPERTY CERTAIN TRACTS OF LAND HERETOFORE CONVEYED TO CHARLES DUBUQUE, DONNIE LEIDECKER, GARY KEARNS, AND ALLEN CROTCHETT.

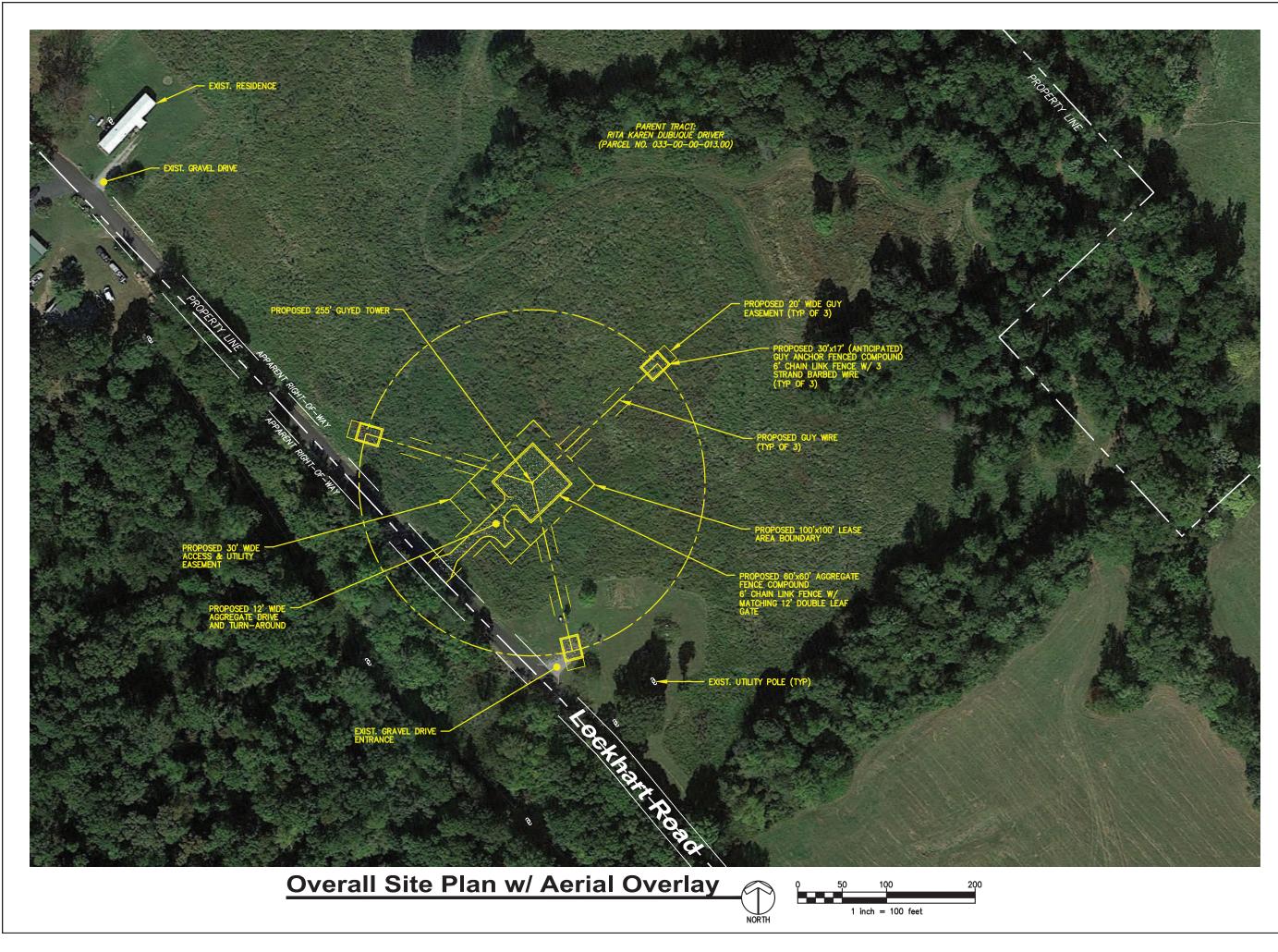
TAX ID: 033-00-00-013.00

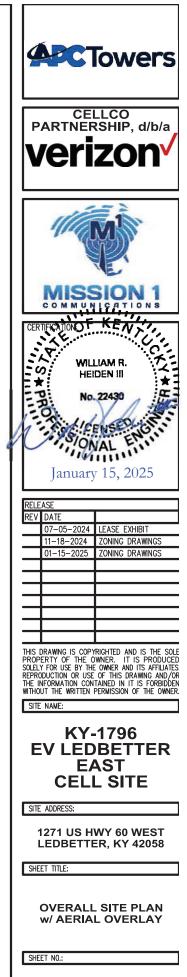
BEING THE SAME PROPERTY CONVEYED TO RITA KAREN DUBUQUE DRIVER, GRANTEE, FROM MARY E. DUBUQUE, AKA ESTER DUBUQUE, WIDOW, GRANTOR, BY DEED OF CONVEYANCE RECORDED 05/08/2014, IN BOOK 246, PAGE 503 OF THE COUNTY RECORDS.

NOTE: MARY E. DUBUQUE, AKA ESTER DUBUQUE DOD 10/27/2023

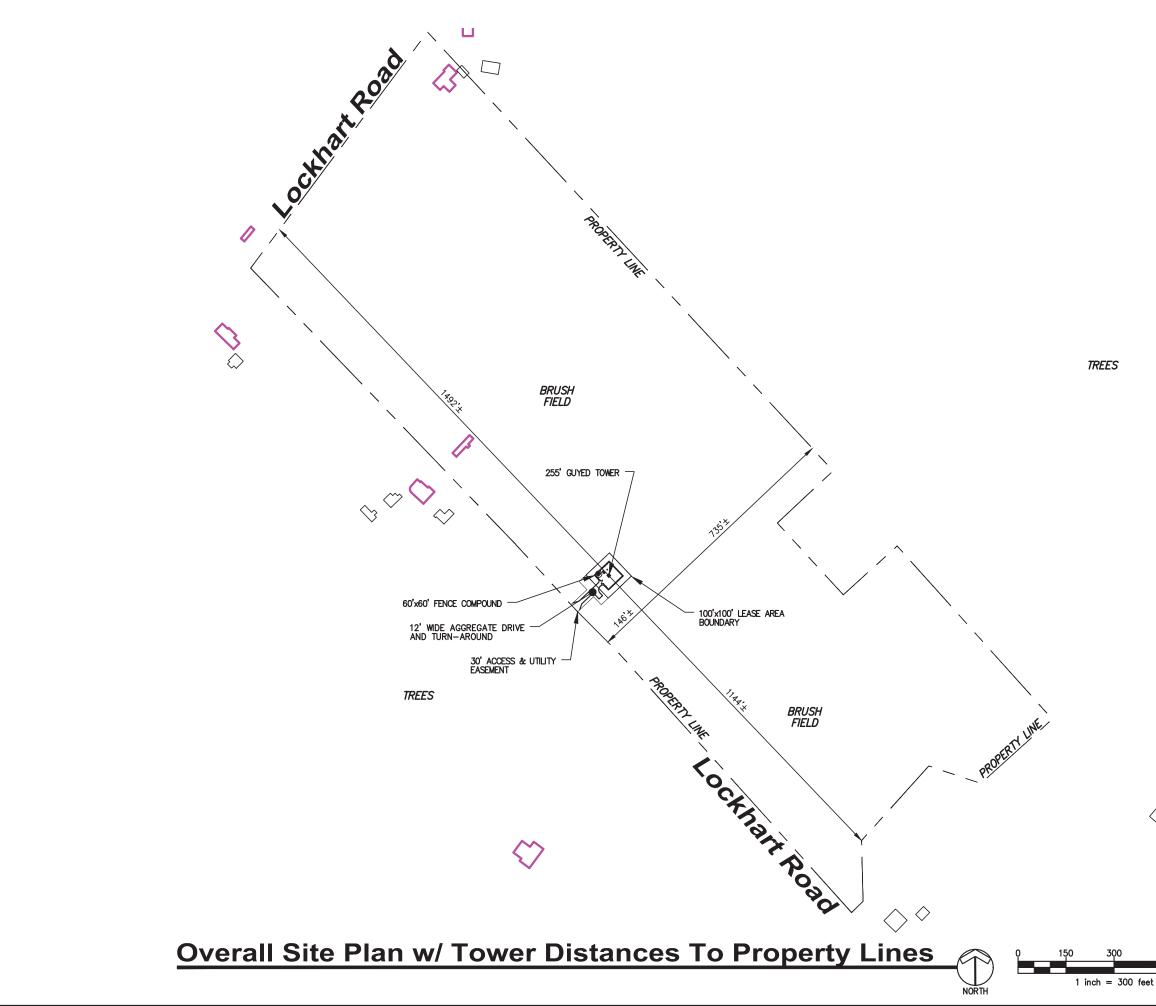
PARENT PARCEL DESCRIPTION FURNISHED TO BENCHMARK SERVICES. INC NO SURVEY WAS PERFORMED

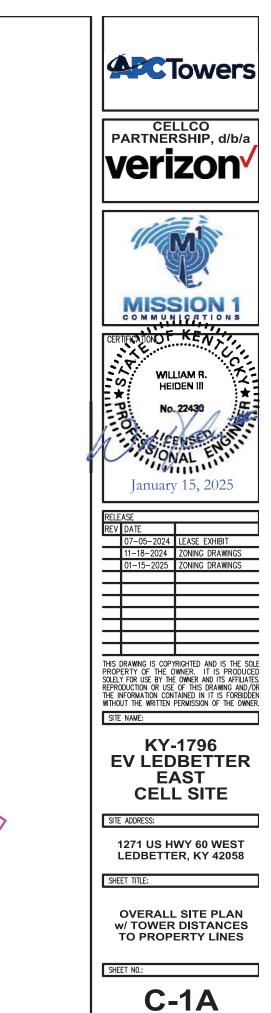


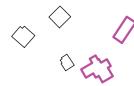


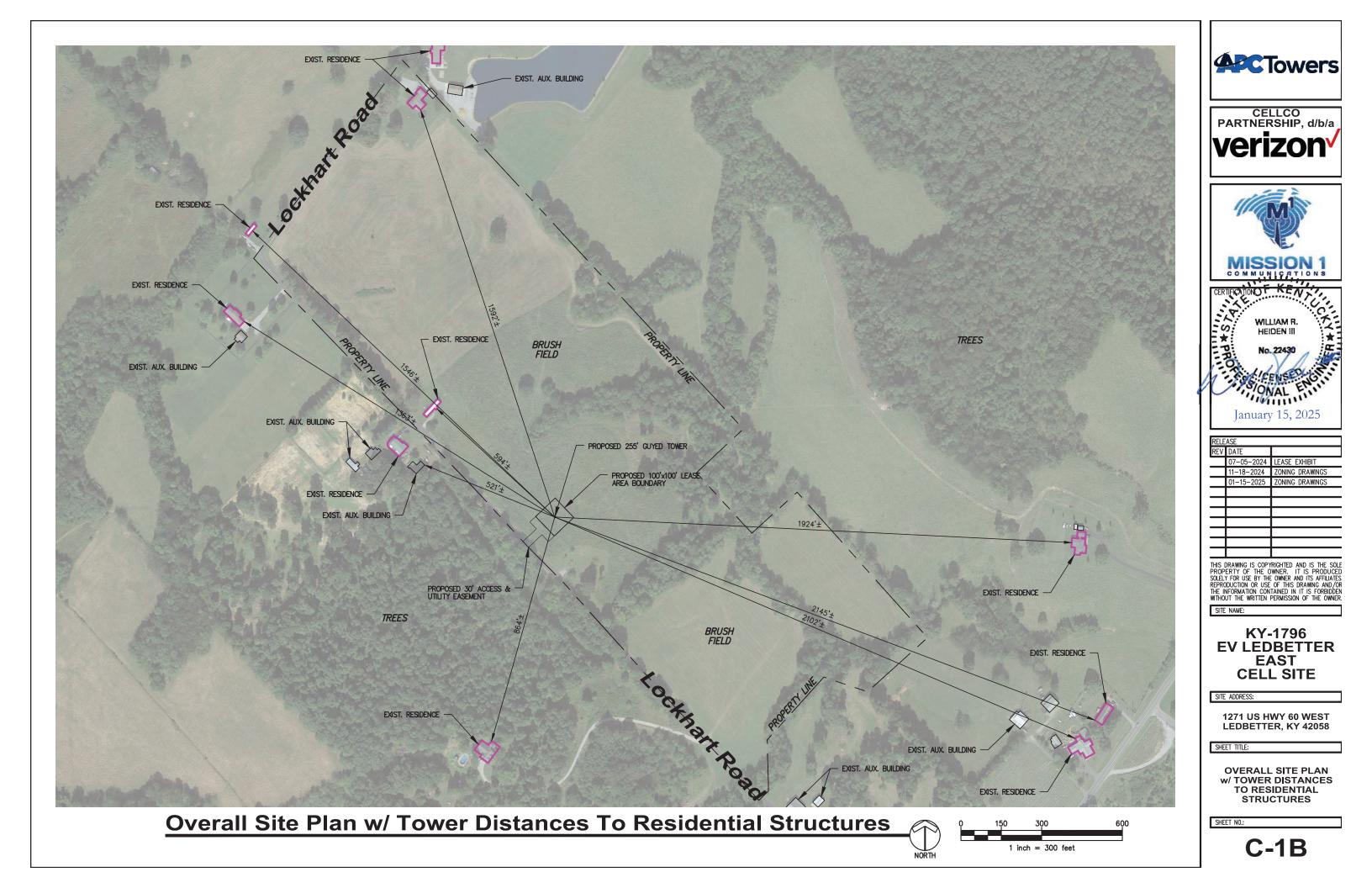


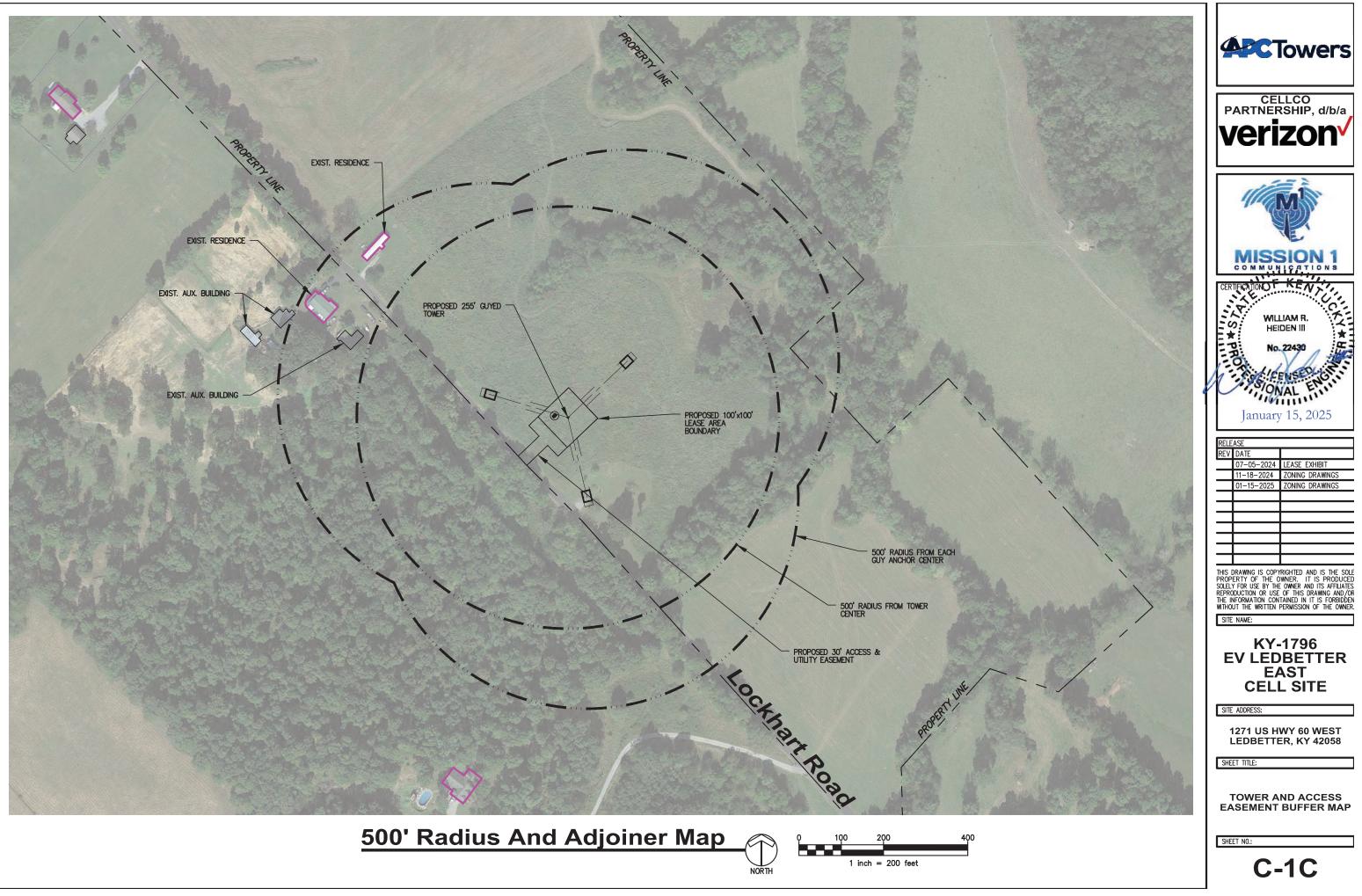
C-1

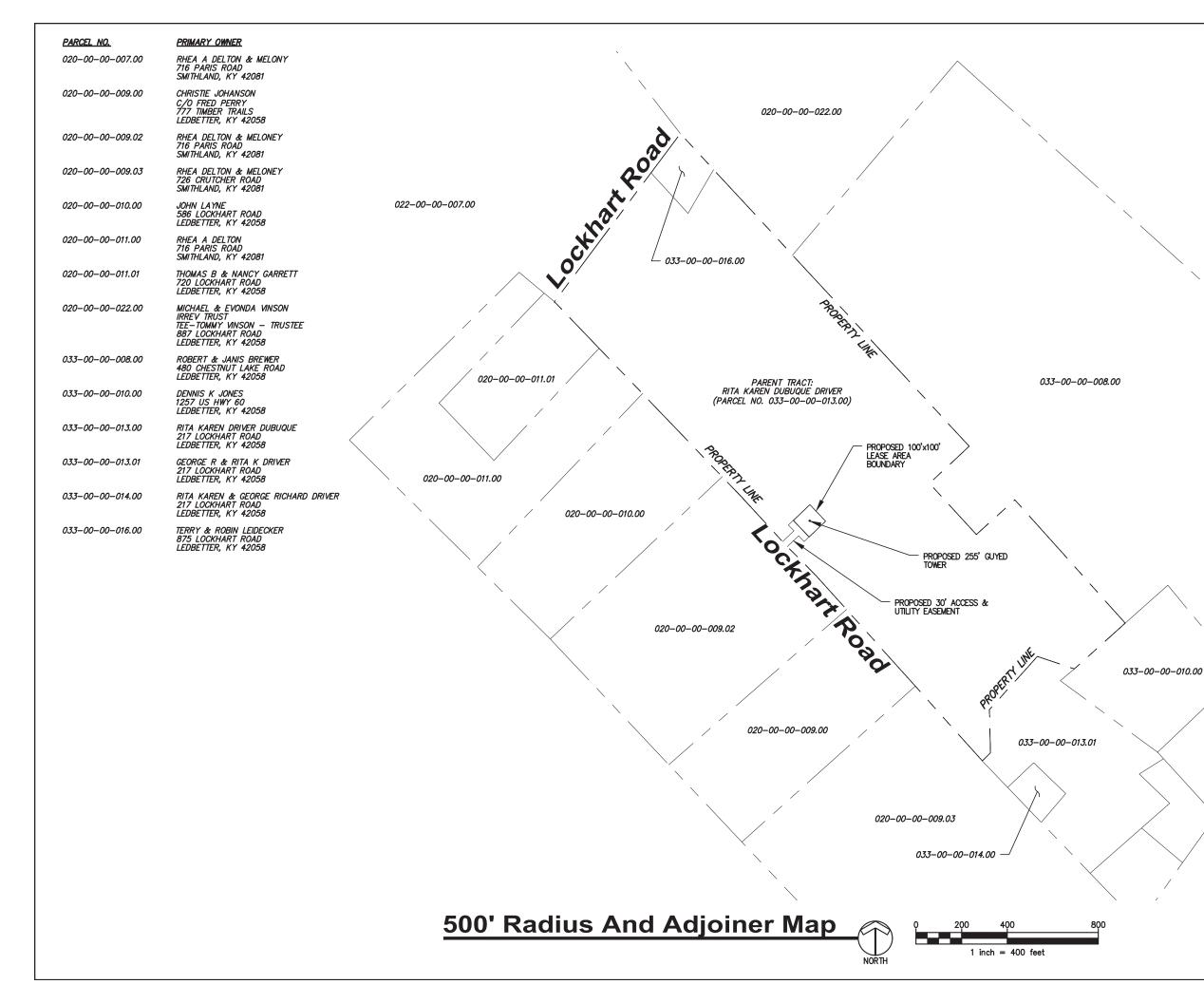


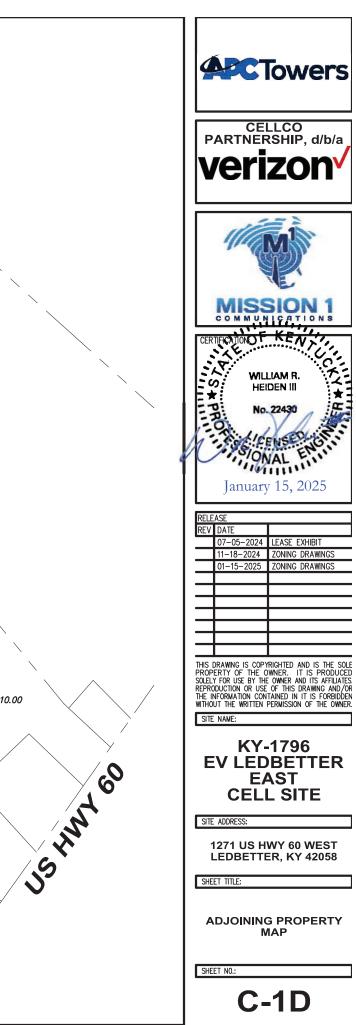


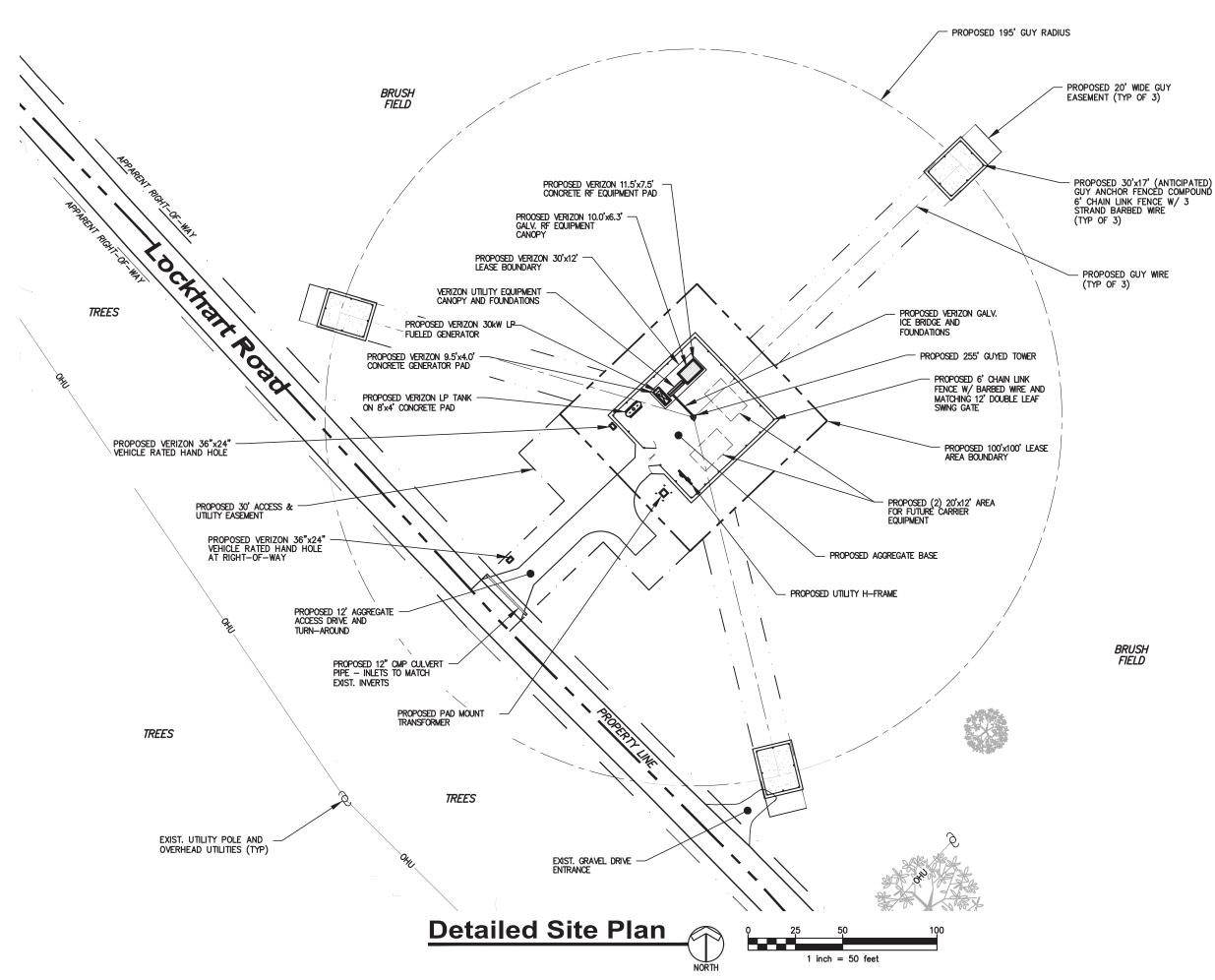












TREES



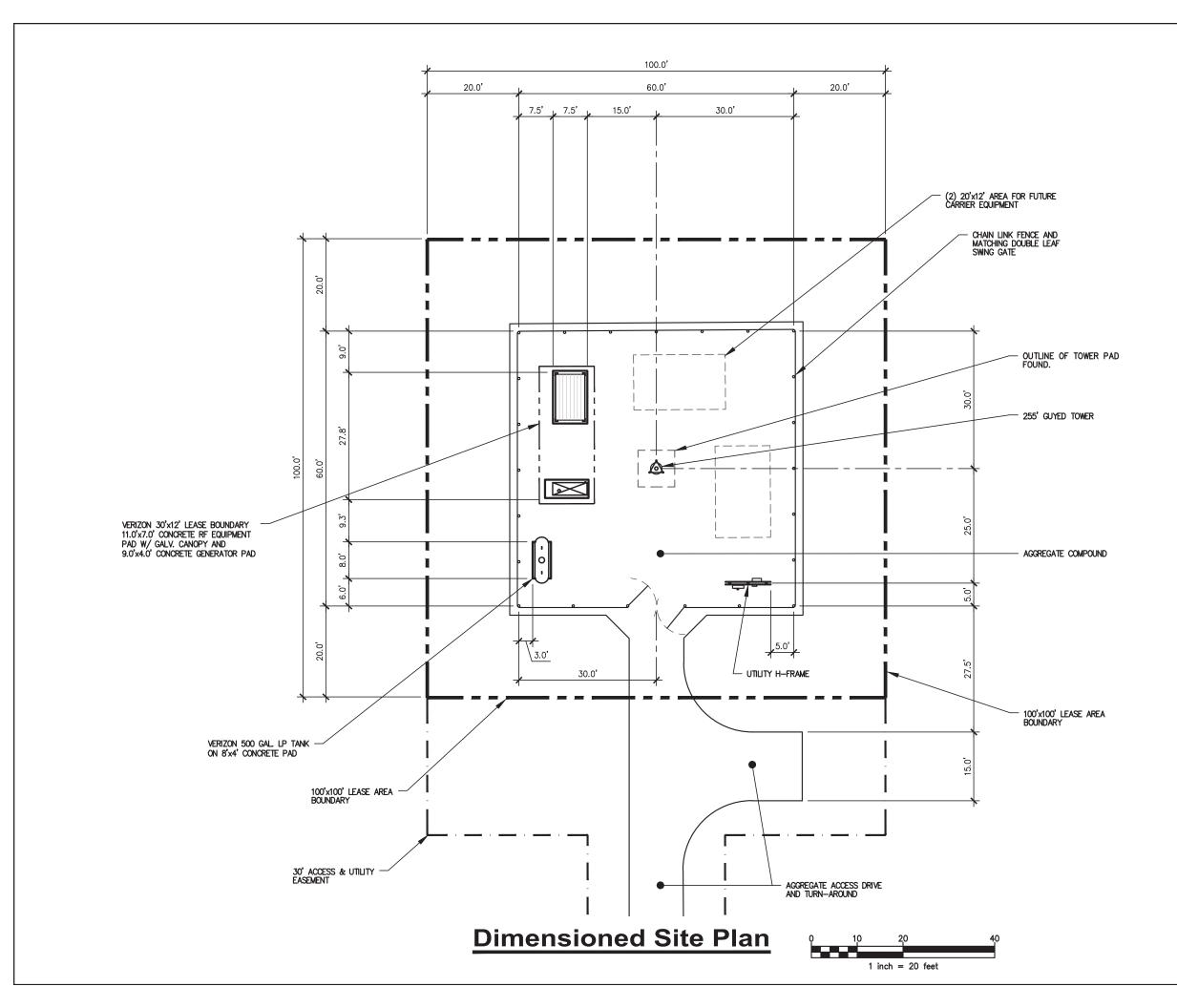
Call 811 or (800) 752-6007 Toll Free 48 Hours Prior To Digging

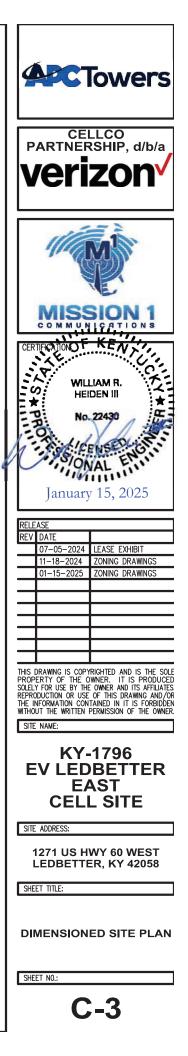
ACTowers CELLCO PARTNERSHIP, d/b/a verizon **MISSION 1** COMMUNICATIONS FICATIONOF KEN 6 WILLIAM R. S*PR HEIDEN III ₽. No. 22430 SONAL ENG January 15, 2025 RELEASE REV DATE 07-05-2024 EASE EXHIBIT 11-18-2024 ZONING DRAWINGS 01-15-2025 ZONING DRAWINGS THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER. SITE NAME: **KY-1796 EV LEDBETTER** EAST **CELL SITE** SITE ADDRESS: 1271 US HWY 60 WEST LEDBETTER, KY 42058 SHEET TITLE:

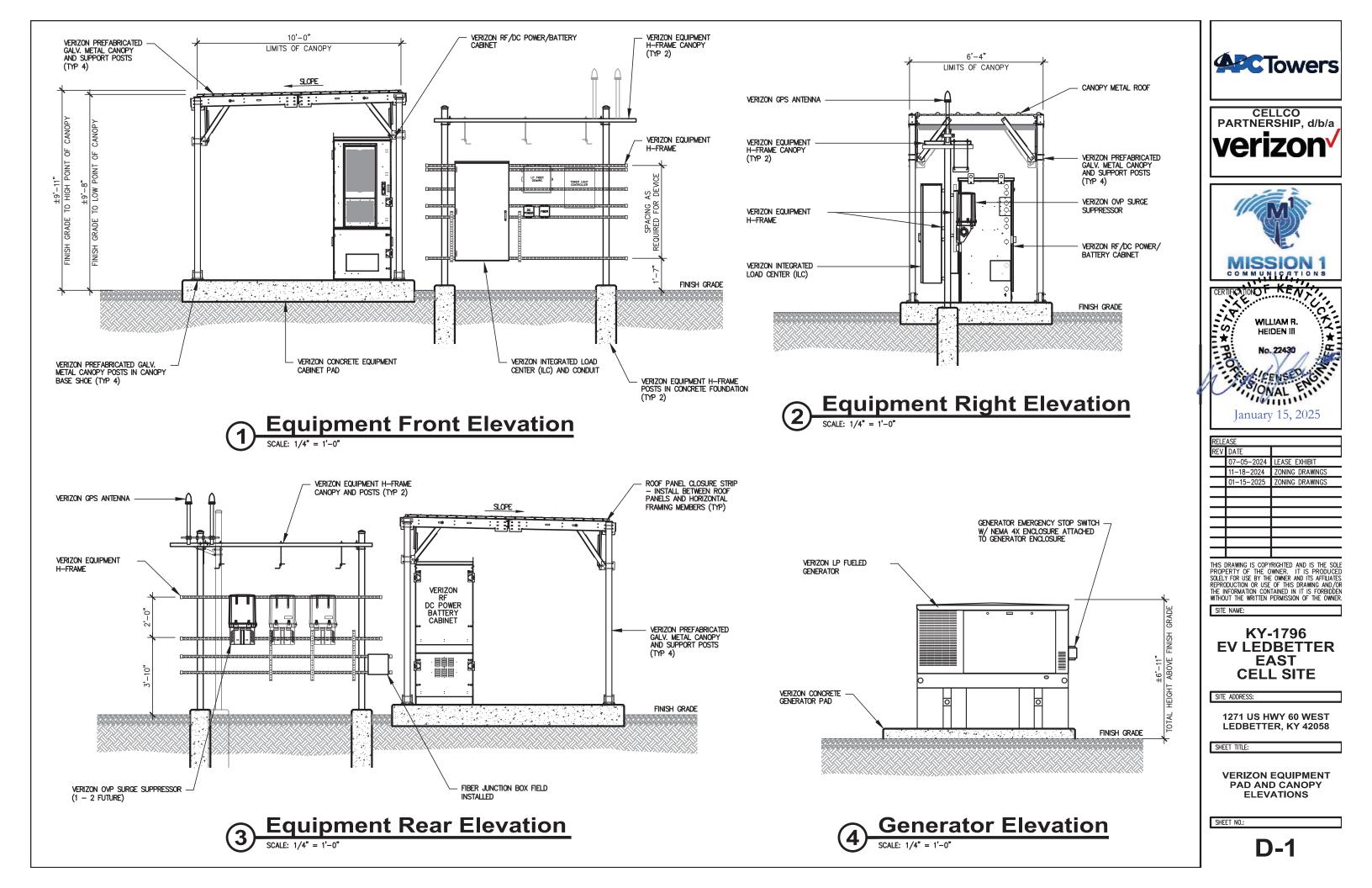
DETAILED SITE PLAN

SHEET NO .:





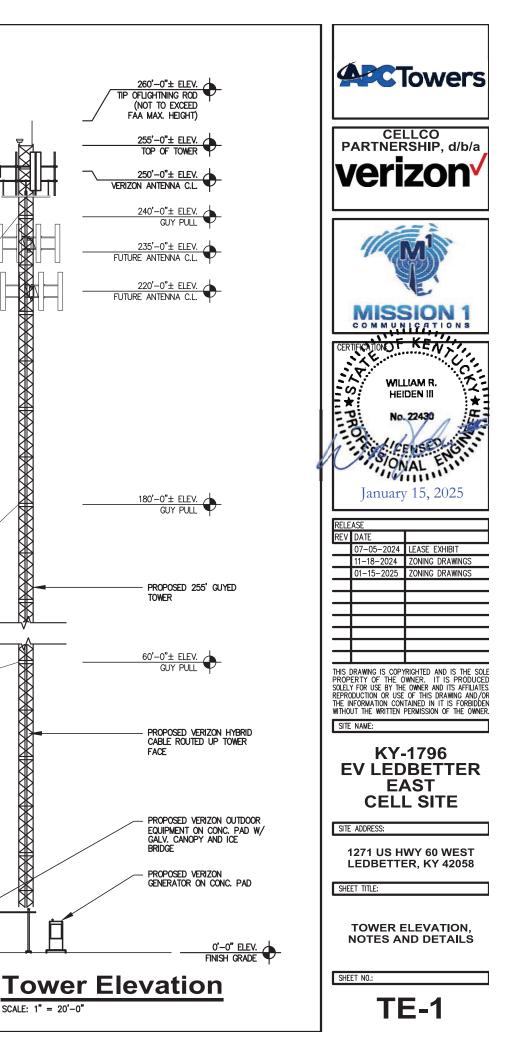




General Notes

- VERIFY EACH COAXIAL CABLE LENGTH, ROUTING, AND ALL MOUNTING APPURTENANCES WITH OWNER PRIOR TO ORDERING. 1.
- COLOR CODE ALL MAIN CABLES, VERIFY COLOR CODES WITH VERIZON CONSTRUCTION MANAGER. CABLES TO BE TAGGED IN TWO (2) LOCATIONS: A. AT OVP AT ANTENNA ELEVATION
 - B. AT OVP ON EQUIPMENT H-FRAME ADJACENT TO RF CABINETS
- 3. EACH COAX CABLE SHALL BE SUPPORTED WITH COLUMN GRIP HUNG FROM A J-HOOK AT THE TOP OF THE TOWER.
- 4. EACH COAX CABLE SHALL BE GROUNDED AT THREE (3) LOCATIONS: A. TOWER PLATFORM OR T-FRAME B.
 - TOWER BASE C. AT EQUIPMENT LOCATION PRIOR TO TERMINATING AT OVP MOUNTED ON EQUIPMENT H-FRAME
- 5. COAX CABLE TO BE SUPPORTED EVERY 3' O.C. ON PLATFORM OR T-FRAME WITH STAINLESS STEEL HANGERS.
- 6. COAX CABLES TO BE SUPPORTED ON THE TOWER EVERY 18" WITH STAINLESS STEEL HANGERS.
- 7. VERIZON COAX CABLE TO BE ROUTED UP FACE OF GUYED TOWER.
- 8. REFER TO STRUCTURAL ANALYSIS REPORT FOR ADDITIONAL INFORMATION PERFORMED BY: NOT AVAILABLE AT THIS TIME OF RELEASE
- 9. REFER TO MOUNT ANALYSIS REPORT FOR ADDITIONAL INFORMATION PERFORMED BY: NOT AVAILABLE AT THIS TIME OF RELEASE

TOWER STRUCTURE AND FOUNDATIONS DESIGNED BY OTHERS



	X	
Livingston County 911 216 E Adair ST Smithland, KY 42081	THE SHERITIS	phone 270-928-2196 fax 270-928-3606
	TENTUCKY	
Date 12 19 124	911 Address Request Form	
Applicants name:	Marcelletti (with	Verizon
Contact numbers: home 5	1323,5 1022 mobile	
Current address		
	struction/Mobile Home Utilities only	
Street name		
Nearest intersection or landmark	k:	
	e 1) 2)	
Address across the street $\underline{\Sigma}$	Ele Lockhrift Rel	
Description of property : Incl	lude previous owner, driveway locatio	n, acreage, markers
or there is new or	ell tex ser on Lorkh	VIET RA
Parcel ID #	- 00 - 013.00	
For office use only		
New Address <u>455</u>	Lockhart Rd	
Address assigned by		e GPS
Applicant notified date	PVA	notifed date <u>12-30-2.4</u>
Post Office notified date	JPE(CC notified date

EXHIBIT C TOWER AND FOUNDATION DESIGN



October 3, 2024

Daniel J. Kunz Senior Construction Manager APC Towers, LLC 8601 Six Forks Road, Suite 250 Raleigh, NC 27501 www.apctowers.com

RE:

To Whom It May Concern,

My name is Daniel J. Kunz "Dan". I have been in the wireless industry since 1996. I have built, designed, dismantled, and constructed all phases of wireless tower construction. I have climbed the structures, poured the concrete, ran/pulled electrical conduit and wires.

Please do not hesitate to contact me with any questions that you may have. My contact information can be found below.

Cordially, Daniel J. Kunz Senior Project Manager APC Towers, LLC <u>dkunz@apctowers.com</u> D: (919) 249-7732 C: (919) 796-7240

EV LEDBETTER EAST – List of Qualified Professionals

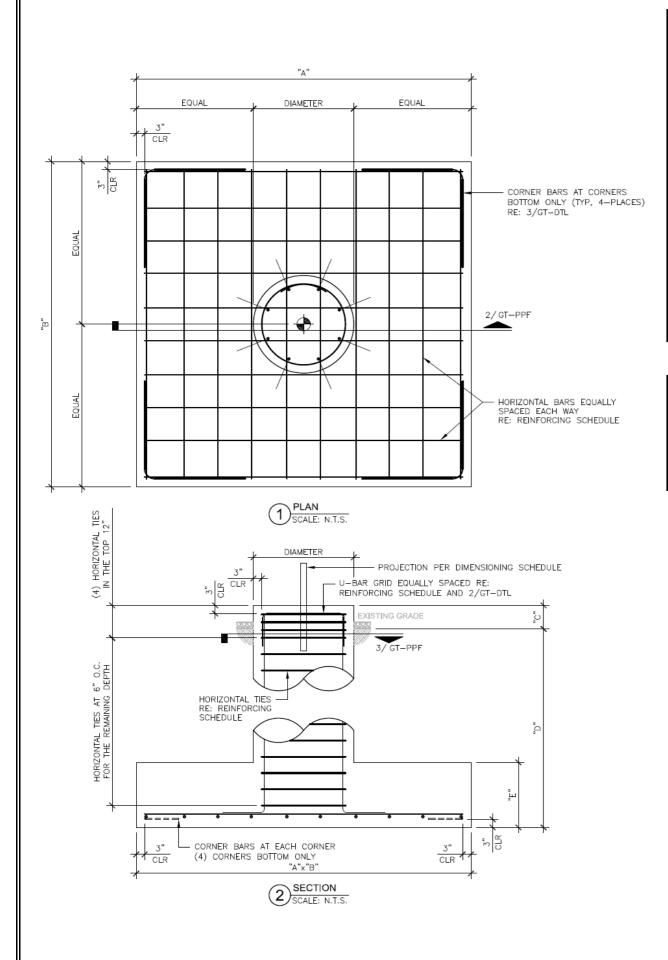
William R. Heiden III Kentucky Licensed Professional Engineer License #22430 Mission 1 Engineering PC 592 W Perry Road Ligonier, IN 46767

Ralph M. Wallem Kentucky Licensed Professional Land Surveyor License #2195 Benchmark Services, Inc. 318 North Main Street Huntingburg, IN 47542

Daniel J. Kunz Senior Construction Manager APC Towers, LLC 8601 Six Forks Road, Suite 250 Raleigh, NC 27501

Athulya Balarkishnan Kentucky Licensed Professional Engineer License #39178 Environmental Corp. of America 4930 Alexandria Avenue Cumming, GA 30040

Chad E. Tuttle Kentucky Licensed Professional Engineer License #2202 B + T GRP 1717 S Boulder Ave #300 Tulsa, OK 74119



NOTES:

DATE:

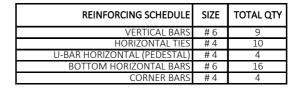
- REINFORCEMENT STEEL SHALL CONFORM TO THE REQUIREMENT OF ASTM A-615 (GRADE 60) EXCEPT THAT TIES MAY BE ASTM-615 (GRADE 40) WITH 3" MINIMUM CLEAR COVER.
- REINFORCEMENT STEEL SHALL BE DETAILED, FABRICATED, BENT, AND PLACED IN ACCORDANCE WITH THE CRSI MANUAL OF STANDARD PRACTICE AND 2. THE ACI 315 (LATEST EDITION).
- 3 THE CONTRACTOR SHALL THOROUGHLY REVIEW THE GEOTECH REPORT FOR THIS PROJECT AND FOLLOW THE RECOMMENDATIONS IN THAT REPORT WHEN CONSTRUCTING THE FOUNDATION.
 - GEOTECHNICAL PROPERTIES BY: ENVIROMENTAL CORPORATION OF AMERICA
 - PROJECT NUMBER: 24-002680
 - NOVEMBER 5, 2024
- THIS FOUNDATION HAS BEEN DESIGNED, IN ACCORDANCE WITH THE TIA 222-H STANDARD, SPECIFICALLY FOR THE TOWER AND SOIL CONDITION 4. REFERENCED ABOVE. IF ANYTHING DIFFERS THIS DESIGN SHALL BE CONSIDERED INVALID AND MUST BE REDESIGNED PRIOR TO CONSTRUCTION. CONCRETE VOLUME IN CUBIC YARDS: 3.27
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
- CONCRETE MIXTURES SHALL MEET DURABILITY REQUIREMENTS OF CHAPTER 19 OF THE ACI 318-14.
- ALL CONCRETE TESTING SHALL BE IN ACCORDANCE WITH ACI 318-14. A MINIMUM OF (2) 6"X12" OR (3) 4"X8" CONCRETE CYLINDERS PER INDIVIDUAL 8. FOUNDATION AND A MINIMUM OF (6) 6"X12" OR (6) 4"X8" CYLINDERS PER BATCH REQUIRED.
- SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C143. THE ALLOWABLE CONCRETE SLUMP SHALL BE 4 INCHES (±1") UNLESS ADMIXTURES 9. ARE USED. ADMIXTURE SHALL BE IN ACCORDANCE WITH ASTM C494 STANDARD TYPES A, B, C, D OR E. THE ENGINEER SHALL PRE-APPROVE SUPER PLASTICIZER USE. DO NOT USE CHLORIDE-CONTAINING ADMIXTURES. AIR ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C260.
- BACKFILL MATERIAL SHALL BE COMPACTED TO A MINIMUM UNIT WEIGHT SPECIFIED IN GEOTECH REPORT. THE SOIL SHALL BE INSTALLED IN 6" TO 8" LIFTS AND COMPACTED THOROUGHLY TO ACHIEVE APPROPRIATE UNIT WEIGHT UNLESS GEOTECH SPECIFIES OTHER COMPACTION REQUIREMENTS.
- VERIFY ALL DIMENSIONS AGAINST MANUFACTURER'S DRAWINGS. 11.

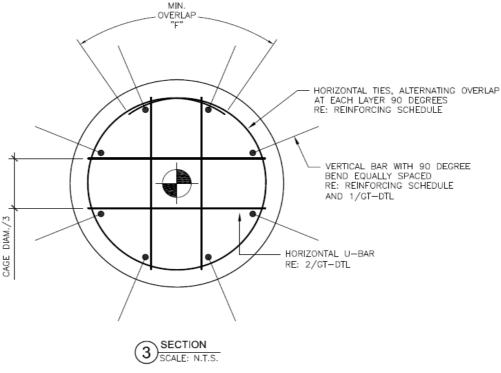
STIPULATION FOR REUSE:

1.

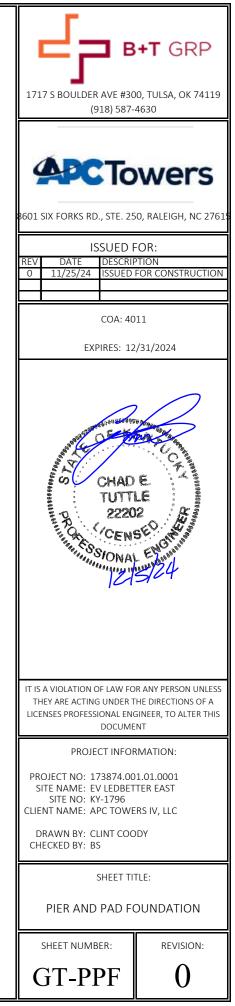
THIS DRAWING WAS SPECIFICALLY DESIGNED FOR USE BY THE CUSTOMER ON THIS DRAWING AT THE SPECIFIED LOCATION. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF A PROPERLY LICENSED ENGINEER.

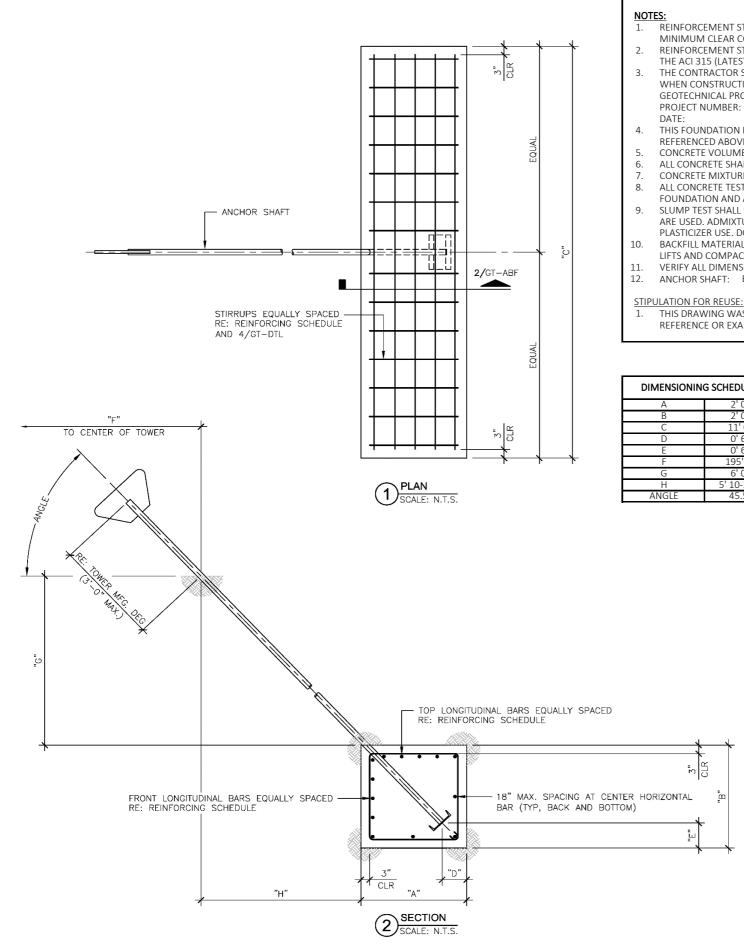
DIMENSIONING SCHEDULE			
A	7' 0"		
В	7' 0"		
С	0' 6"		
D	4' 0"		
E	1'6"		
MIN. OVERLAP "F"	2' 3"		
DIAMETER	2'6"		
CENTER PIN PROJ.	REF TO MFG		





TORED L	.OADS)
176	KIPS
1	KIPS





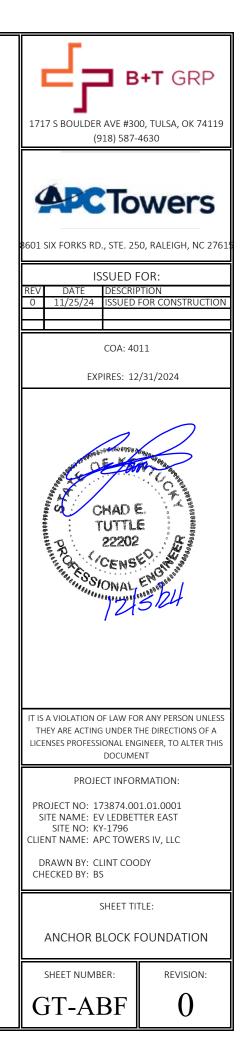
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 - 24-002680
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- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
- CONCRETE MIXTURES SHALL MEET DURABILITY REQUIREMENTS OF CHAPTER 19 OF THE ACI 318-14.
- ALL CONCRETE TESTING SHALL BE IN ACCORDANCE WITH ACI 318-14. A MINIMUM OF (2) 6"X12" OR (3) 4"X8" CONCRETE CYLINDERS PER INDIVIDUAL FOUNDATION AND A MINIMUM OF (6) 6"X12" OR (6) 4"X8" CYLINDERS PER BATCH REQUIRED.
- SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C143. THE ALLOWABLE CONCRETE SLUMP SHALL BE 4 INCHES (±1") UNLESS ADMIXTURES ARE USED. ADMIXTURE SHALL BE IN ACCORDANCE WITH ASTM C494 STANDARD TYPES A, B, C, D OR E. THE ENGINEER SHALL PRE-APPROVE SUPER PLASTICIZER USE. DO NOT USE CHLORIDE-CONTAINING ADMIXTURES. AIR ENTRAINING ADMIXTURES SHALL CONFORM TO ASTM C260.
- BACKFILL MATERIAL SHALL BE COMPACTED TO A MINIMUM UNIT WEIGHT SPECIFIED IN GEOTECH REPORT. THE SOIL SHALL BE INSTALLED IN 6" TO 8" LIFTS AND COMPACTED THOROUGHLY TO ACHIEVE APPROPRIATE UNIT WEIGHT UNLESS GEOTECH SPECIFIES OTHER COMPACTION REQUIREMENTS.
- VERIFY ALL DIMENSIONS AGAINST MANUFACTURER'S DRAWINGS.
- ANCHOR SHAFT: BY TOWER MANUFACTURER

STIPULATION FOR REUSE:

1. THIS DRAWING WAS SPECIFICALLY DESIGNED FOR USE BY THE CUSTOMER ON THIS DRAWING AT THE SPECIFIED LOCATION. USE OF THIS DRAWING FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF A PROPERLY LICENSED ENGINEER.

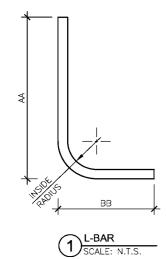
DIMENSIONIN	IG SCHEDULE	REINFORCING SCHEDULE	SIZE	TOTAL QTY 3 ANCHORS
А	2'0"	STIRRUPS	#4	39
В	2'0"	LONGITUDINAL BARS TOP	#6	9
С	11' 0"	LONGITUDINAL BARS FRONT	#6	9
D	0' 6"	LONGITUDINAL BARS BACK	#6	3
E	0' 6"	LONGITUDINAL BARS BOTTOM	#6	6
F	195' 0"			
G	6' 0"			
Н	5' 10-3/8"			
ANGLE	45.5°			

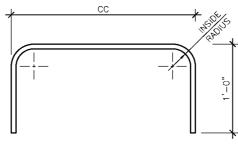
CTORED LO	DADS)
56	KIPS
55	KIPS
	56



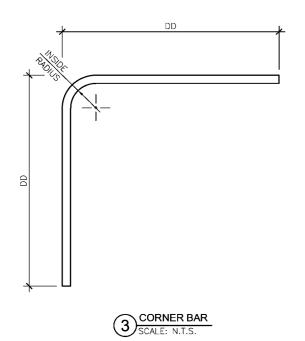
DIMENSIONING SCHEDULE		
AA*	3' 10-1/2"	
BB	1'0"	
CC*	1' 10-5/8"	
DD	3' 0"	
EE*	1'6"	
FF*	1'6"	
GG	0' 3"	

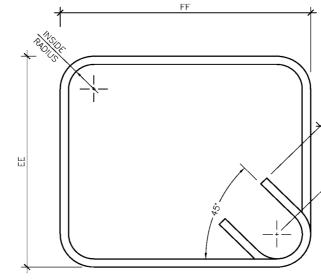
*NOTE: CONTRACTOR TO VERIFY DIMENSIONS PRIOR TO FABRICATION



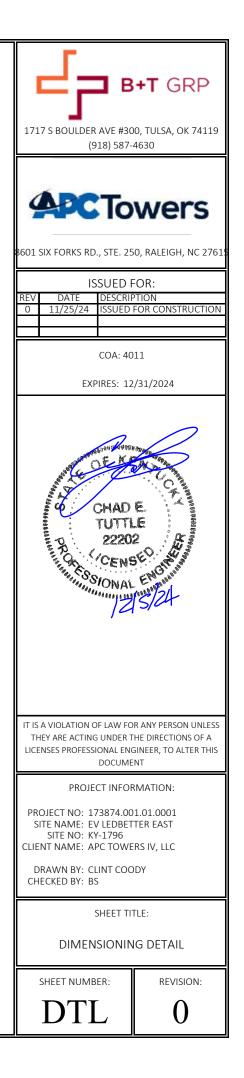


HORIZONTAL U-BAR SCALE: N.T.S.









Pier and Pad Foundation

Project #:	173874.001.01.000
	EV Ledbetter East
Site #:	KY-1796

TIA-222 Revision: Н

Top & Bot. Pad Rein. Different?:	
Block Foundation?:	
Rectangular Pad?:	

Tower Type: Guyed

Superstructure Analysis Reactions		
Compression, P _{comp} :	176	kips
Base Shear, Vu_comp:	1.2	kips
Moment, M _u :	0	ft-kips
Tower Height, H :	255	ft
BP Dist. Above Fdn, bp_{dist}:	0	in
Bolt Circle / Bearing Plate Width, BC:	12	in

Pier Properties		
Pier Shape:	Circular	
Pier Diameter, dpier :	2.5	ft
Ext. Above Grade, E:	0.5	ft
Pier Rebar Size, Sc :	6	
Pier Rebar Quantity, mc :	9	
Pier Tie/Spiral Size, St :	4	
Pier Tie/Spiral Quantity, mt :	14	
Pier Reinforcement Type:	Tie	
Pier Clear Cover, cc_{pier}:	3	in

Pad Properties		
Depth, D:	4	ft
Pad Width, W ₁ :	7	ft
Pad Thickness, T :	1.5	ft
Pad Rebar Size (Bottom dir. 2), Sp ₂ :	6	
Pad Rebar Quantity (Bottom dir. 2), mp ₂ :	8	
Pad Clear Cover, cc _{pad} :	3	in

Material Properties	i.	
Rebar Grade, Fy :	60	ksi
Concrete Compressive Strength, F'c:	4	ksi
Dry Concrete Density, δ c :	150	pcf

Soil Properties		
Total Soil Unit Weight, γ :	110	pcf
Ultimate Net Bearing, Qnet:	7.500	ksf
Cohesion, Cu :	1.000	ksf
Friction Angle, φ :	0	degrees
SPT Blow Count, N _{blows} :		
Base Friction, μ :		
Neglected Depth, N:	1.67	ft
Foundation Bearing on Rock?	No	
Groundwater Depth, gw:	n/a	ft

Foundation Analysis Checks				
	Capacity	Demand	Rating	Check
Lateral (Sliding) (kips)	47.04	1.20	2.6%	Pass
Bearing Pressure (ksf)	4.76	4.26	89.5%	Pass
Overturning (kip*ft)	131.08	5.40	4.1%	Pass
Pier Flexure (Comp.) (kip*ft)	344.26	3.60	1.0%	Pass
Pier Compression (kip)	3124.31	178.65	5.7%	Pass
Pad Flexure (kip*ft)	213.92	65.33	30.5%	Pass
Pad Shear - 1-way (kips)	110.57	28.27	25.6%	Pass
Pad Shear - 2-way (Comp) (ksi)	0.190	0.052	27.6%	Pass
Flexural 2-way (Comp) (kip*ft)	427.85	2.16	0.5%	Pass

Structural Rating:	30.5%
Soil Rating:	89.5%

<--Toggle between Gross and Net

Guyed Anchor Block Foundation

Checks capacity of anchor blocks for a guyed tower.

Project #:	173874.001.01.0001
Site Name:	EV Ledbetter East
	KY-1796
Location:	

Н

TIA-222 Revision:

Design Reactions			
Shear, S :	55.00	kips	
Uplift, Ua :	56.00	kips	
Resultant Force, Rf :	78.49	kips	
Tower Height, H :	255.00	ft	
Guy Anchor Radius, R :	195.00	ft	
Resultant Angle to Horizontal, e :	45.5	deg	

Guy Anchor	Guy Anchor Properties		
Depth to Bottom of Deadman, Da :	8	ft	
Anchor Width, Wa :	2	ft	
Anchor Thickness, Ta :	2	ft	
Anchor Length, La :	11	ft	
Concrete Volume, Vc:	1.6	yd ³	
Toe Width, toe :		ft	
Guyed Anchor Top Rebar Size, Sat:	6		
No. of Bars in Top of Block:	3		
Guyed Anchor Front Rebar Size, Saf:	6		
No. of Bars in Front of Block:	3		
Stirrup Size:	4		

Design Checks					
	Capacity	Demand	Rating	Check	
Lateral Capacity (kips):	57.38	55.00	95.9%	Pass	
Uplift Capacity (kips):	72.04	56.00	77.7%	Pass	
Lateral Flexural Capacity (ft*kips):	116.66	75.63	64.8%	Pass	
Uplift Flexural Capacity (ft*kips):	116.66	77.00	66.0%	Pass	

Anchor Shaft Rating:	N/A
Structural Rating:	66.0%
Soil Rating:	95.9%

Neglect Depth, Neg:	1.666666667	ft
Groundwater Level, gw:	n/a	ft

Soil Properties:		No. o	f Soil Layers:	2		
Layer	φ, deg	cu, ksf	δ, pcf	d, ft	Ultimate fs (ksf)	N (blows/ft)
1	0	0.950	110	3.50		
2	0	1.000	115	8.00		

Material Pr	operties	
Rebar Grade, Fy :	60	ksi
Concrete Strength, F'c:	4	ksi
Wt. Avg.Concrete Density, $\delta \mathbf{x}$:	0.150	kcf
Clear Cover, cc :	3	in

*key: $\varphi = Internal Angle of Friction$

cu = Cohesion / Undrained Shear Strength

 δ = Buoyant Soil Unit Weight

d = Depth to Bottom of Layer

Ultimate fs = Geotechnical Report-provided skin friction / adhesion

N = SPT Blow Count

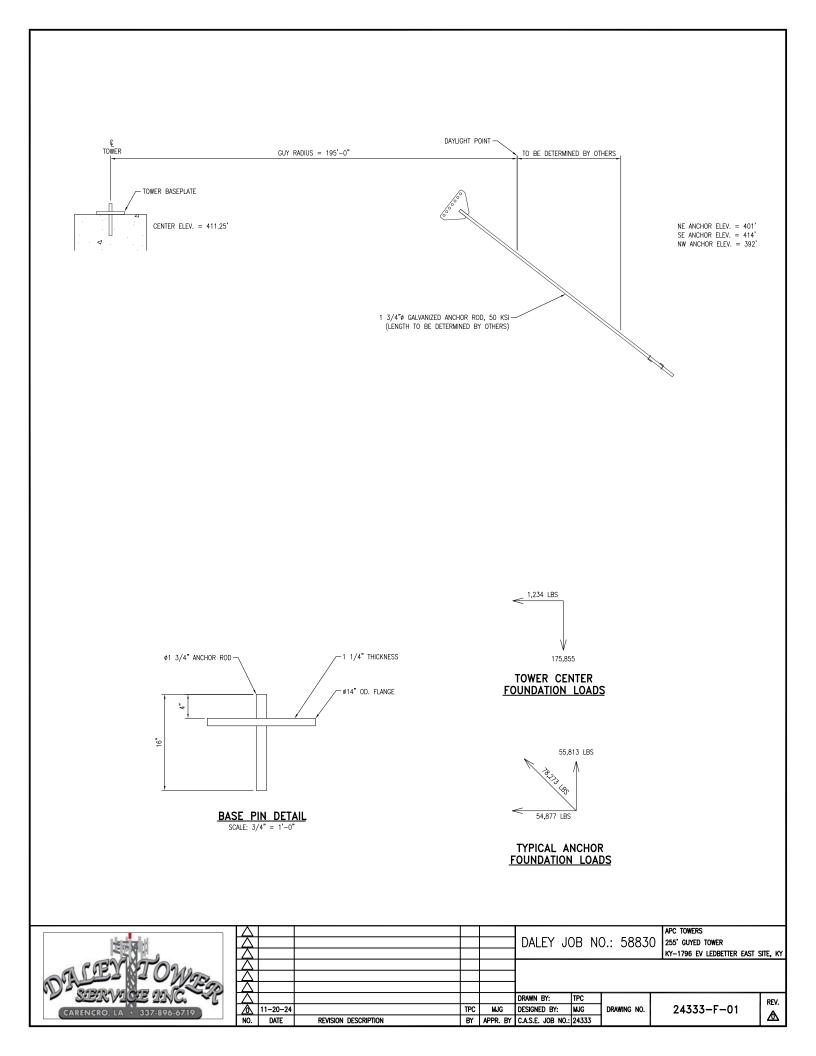


EXHIBIT D COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

Navigation Reports		PSC Home	
Hangaton	L	1.001101110	

KY Public Service Commission

Master Utility Search

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

Address/City/Contact Utility Type Status

🗸 Activ 🗸

Search

	i		i		1	·1
	Utility ID	Utility Name	Utility Type	Class	City	State
View	4002000	1GLOBAL Operations (US) Inc.	Cellular	D	Durham	NC
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	D	Henderson	NV
View	4115150	ACN Communication Services, LLC dba Flash Wireless dba Flash Mobile	Cellular	D	Concord	
View	4115750	Affiniti Ventures, Inc.	Cellular	С	New York	NY
View	4113600	AFNET, LLC	Cellular	D	Alpharetta	GA
View	4108300	Air Voice Wireless, LLC d/b/a AirTalk Wireless	Cellular	A	Houston	тх
View	4115200	Airespring, Inc.	Cellular	С	Clearwater	FL
View	4111900	ALLNETAIR, INC.	Cellular	D	West Palm Beach	FL
View	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and	Cellular	D	Toledo	OH

		Telecommunications Company				
View	4108650	AmeriMex Communications Corp.	Cellular	A	Safety Harbor	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4114250	Approved Contact LLC	Cellular	D	Reno	NV
View	4115050	Aquarius Silver LLC	Cellular	С	Sheridan	WY
View	4105700	Assurance Wireless USA, L.P.	Cellular	D	Atlanta	GA
View	4114150	Atlantic Mobile US LLC d/b/a Angel Mobile	Cellular	D	Wilmington	DE
View	4113100	BARK TECHNOLOGIES, INC.	Cellular	D	Charlotte	NC
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4106000	Best Buy Health, Inc. d/b/a GreatCall d/b/a Jitterbug	Cellular	A	San Diego	CA
View	4111050	BlueBird Communications, LLC	Cellular	D	New York	NY
View	4107600	Boomerang Wireless, LLC	Cellular	А	Dallas	тх
View	4115500	CALL CENTERS INDIA INCORPORATED d/b/a Blueconnects	Cellular		Seattle	WA
View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	IJ
View	4106600	Cintex Wireless, LLC	Cellular	D	Houston	ТΧ
View	4112900	Clear Mobile, LLC	Cellular	D	Tulsa	ОК
View	4114550	Cliq Communications LLC d/b/a Cliq Mobile	Cellular	D	Coral Gables	FL
View	4111150	Comcast OTR1, LLC	Cellular	A	Phoeniexville	PA
View	4113550	Comlink Total Solutions Corp	Cellular	D	Fort Myers	FL
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4112700	Cox Wireless, LLC	Cellular	D	Atlanta	GA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	ТΧ

View	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	В	Long Island City	NY
View	4114000	Daywalker Mobile Inc.	Cellular	D	Bartlesville	ок
View	4112000	DISH Wireless L.L.C.	Cellular	A	Englewood	CO
View	4111200	Dynalink Communications, Inc.	Cellular	С	Brooklyn	NY
View	4111800	Earthlink, LLC	Cellular	В	Atlanta	GA
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	КY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4113250	Elevate Platforms, LLC	Cellular	D	Nashville	TN
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4113800	Evolve Wireless LLC	Cellular	D	Maumee	он
View	4110450	Excellus Communications, LLC	Cellular	D	Harrisburg	SD
View	4112400	Excess Telecom Inc.	Cellular	D	Beverly Hills	CA
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Herndon	VA
View	4111750	Gabb Wireless, Inc.	Cellular	А	Lehi	UT
View	4109350	Global Connection Inc. of America	Cellular	D	Miami	FL
View	4102200	Globalstar USA, LLC	Cellular	С	Covington	LA
View	4112850	go technology Management, llc	Cellular	D	Atlanta	GA
View	4109600	Google North America Inc.	Cellular	A	Mountain View	СА
View	4113500	GR8 CONNECT Corp.	Cellular	С	Brooklyn	NY
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	МА
View	4114300	Group F Consulting, LLC	Cellular	D		
View	4114050	Helix Wireless Inc.	Cellular	D	Monmouth Junction	СИ

View	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
View	4112950	Hoop Wireless, LLC	Cellular	D	Lakewood	IJ
View	4103100	i-Wireless, LLC	Cellular	С	Newport	KY
View	4112550	IDT Domestic Telecom, Inc.	Cellular	D	Newark	LΩ
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Plano	тх
View	4112650	Insight Mobile, Inc.	Cellular	D	Los Angeles	CA
View	4115300	Interactivetel LLC	Cellular	С	Houston	ТΧ
View	4111950	J Rhodes Enterprises LLC	Cellular	D	Gulf Breeze	FL
View	22215360	KDDI America, Inc.	Cellular	D	Staten Island	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	А	Basking Ridge	LΩ
View	4112200	Lexvor Inc.	Cellular	D	Irvine	CA
View	4111250	Liberty Mobile Wireless, LLC	Cellular	В	Sunny Isles Beach	FL
View	4114900	Liberty Wireless, LLC	Cellular	С	Rockville	MD
View	4114750	Link Mobile, Inc.	Cellular	С	New York	NY
View	4111400	Locus Telecommunications, LLC	Cellular	D	Fort Lee	UJ
View	4114500	Lux Mobile USA, Inc	Cellular	D	Baton Rouge	LA
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	LΩ
View	4112500	Marconi Wireless Holdings, LLC	Cellular	В	Westlake Village	СА
View	4113850	MAXSIP TEL KENTUCKY LLC d/b/a Maxsip Telecom	Cellular	D	Woodmere	NY
View	4114800	Mediacom Wireless LLC	Cellular	с	Mediacom Park	NY
View	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
View	4111700	Mint Mobile, LLC	Cellular	Α	Costa Mesa	CA
View	4111850	Mobi, Inc.	Cellular	D	Honolulu	HI
View	4115100	Mobile 13, Inc	Cellular	С	South Jordan	UT
View	4114100	MVNO Connect LLC	Cellular	D	St. Petersburg	FL
View	4113350	NatWireless, LLC	Cellular	D	Houston	ТΧ
View	4202400	New Cingular Wireless PCS, LLC	Cellular	A	San Antonio	тх
View	4110700	Norcell, LLC	Cellular	n	Clayton	WA

		Nova Labs, Inc. dba				
View	4113700	Helium Mobile	Cellular	D	Las Vegas	NV
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Chicago	IL
View	4114950	Panda Mobile LLC	Cellular	С	Sparks	NV
View	4109050	Patriot Mobile LLC	Cellular	В	Grapevine	ТΧ
View	4115600	PHREELI COMPANY	Cellular	С	Lewes	DE
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	4115650	PLUG MOBILE LLC	Cellular	С	St. Louis	МО
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	ОН
View	4114850	POWER MOBILE LLC	Cellular	с	Rockville Centre	NY
View	4112800	Prepaid Wireless Group, LLC dba Prepaid Wireless Wholesale	Cellular	D	Rockville	MD
View	4115550	Prepaid Wireless Wholesale of Maryland, LLC	Cellular	с	Rockville	MD
View	4114350	PRESTO WIRELESS Corp.	Cellular	D	Fair Lawn	L
View	4115000	Prosper Wireless LLC	Cellular	D	Sherman Oaks	СА
View	4107700	Puretalk Holdings, Inc.	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	D	Cedar Rapids	IA
View	4113200	Red Pocket Inc.	Cellular	D	Thousand Oaks	CA
View	4114200	Roccstar Wireless LLC	Cellular	D	Bedford	тх
View	4114700	Rocket Mobile LLC	Cellular	С	West Palm Beach	FL
View	4115400	RSCU Mobile, LLC	Cellular	С	Alpine	UT
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	ŊJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	A	Los Angeles	CA
View	4113050	Sarver Corporation	Cellular	D	Rancho Cucamonga	CA

View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	A	Fremont	NE
View	4110150	Spectrotel of the South LLC dba Touch Base Communications	Cellular	D	Neptune	UJ
View	4111450	Spectrum Mobile, LLC	Cellular	А	St. Louis	мо
View	4114400	Splash Cellular Inc.	Cellular	D	Bountiful	UT
View	4111600	STX Group LLC dba Twigby	Cellular	D	Murfreesboro	тΝ
View	4115450	Surf Telecom, LLC	Cellular	С	Key Bixcayne	FL
View	4113450	Syntegra North America, LLC	Cellular	D	Denton	тх
View	4202200	T-Mobile Central, LLC dba T-Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobility, LLC d/b/a TAG Mobile	Cellular	D	Plano	тх
View	4107200	Telefonica Global Solutions USA, Inc.	Cellular	D	Miami	FL
View	4112100	Tello LLC	Cellular	A	Atlanta	GA
View	4108900	Telrite Corporation	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Dallas	ТΧ
View	4113900	TERRACOM Inc. d/b/a Maxsip Tel	Cellular	D	Chattanooga	тN
View	4113950	THE LIGHT PHONE INC.	Cellular	D	Brooklyn	NY
View	4110400	Torch Wireless Corp.	Cellular	С	Bartlett	ΤN
View	4103300	Touchtone Communications, Inc.	Cellular	D	Cedar Knolls	L
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4115350	TREK CELLULAR, LLC	Cellular	с	Stevensville	MD
View	4112250	TROOMI WIRELESS, Inc.	Cellular	D	Orem	UT
View	4114600	TruConnect Communications, Inc.	Cellular	D	Los Angeles	CA
View	4112600	Tube Incorporated dba Reach Mobile	Cellular	D	Atlanta	GA
View	4112750	Unity Wireless, Inc.	Cellular	D	Pembroke Pines	FL
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	с	Costa Mesa	CA

View	10630	Verizon Americas LLC dba Verizon Wireless	Cellular	A	Basking Ridge	LΟ
View	4113300	Via Wireless, LLC	Cellular	D	Houston	ТΧ
View	4110800	Visible Service LLC	Cellular	D	Basking Ridge	L
View	4113750	VOLT MOBILE Inc	Cellular	D	Delray Beach	FL
View	4114450	WeIncentivize LLC d/b/a ChosenWireless	Cellular	D	San Diego	CA
View	4113000	Whoop Connect Inc.	Cellular	D	Melbourne	FL
View	4115250	WHOOP MOBILE INC.	Cellular	С	Melbourne	FL
View	4106500	WiMacTel, Inc.	Cellular	D	Calgary, AB	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY
View	4113400	Wrazzle, Inc.	Cellular	D	New Milford	СТ
View	4113650	XCHANGE TELECOM	Cellular	D	Brooklyn	NY
View	4112150	Zefcom, LLC	Cellular	С	Wichita Falls	ТΧ

EXHIBIT E FAA



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

Issued Date: 12/10/2024

Jonathan Greene APC Towers 8601 Six Forks Rd Suite 250 Raleigh, NC 27615

**** 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 KY-1796 EV Ledbetter East
Location:	Ledbetter, KY
Latitude:	37-03-52.90N NAD 83
Longitude:	88-26-40.12W
Heights:	411 feet site elevation (SE)
-	260 feet above ground level (AGL)
	671 feet above mean sea level (AMSL)

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

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M Change 1, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

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 Air Missions (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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

_____ At least 10 days prior to start of construction (7460-2, Part 1)

___X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

This determination expires on 06/10/2026 unless:

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (817) 222-5928, or chris.smith@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-ASO-19475-OE.

Signature Control No: 635238520-641435924 Chris Smith Specialist (DNE)

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

cc: FCC

Additional information for ASN 2024-ASO-19475-OE

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Frequency Data for ASN 2024-ASO-19475-OE

LOW	HIGH	FREQUENCY		ERP
FREQUENCY	FREQUENCY	UNIT	ERP	UNIT
6	7	GHz	55	dBW
6	7 7	GHz	42	dBW
10 10	11.7	GHz	55	dBW
	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	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	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
3700	3980	MHz	3280	W
3700	3980	MHZ	1640	W



Sectional Map for ASN 2024-ASO-19475-OE

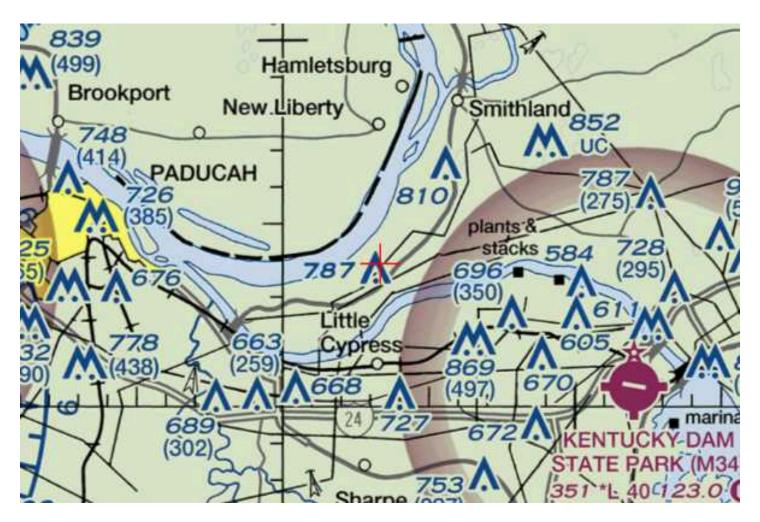


EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY TRANSPORTATION CABINET

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

JURISDICTION

602 KAR 50:030

- Section 1. The commission has zoning jurisdiction over that airspace over and around the public use and military airports within the Commonwealth which lies above the imaginary surface that extends outward and upward at one (1) of the following slopes:
 - (1) 100 to one (1) for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each public use airport and military airport with at least one (1) runway 3,200 feet or more in length; or
 - (2) fifty (50) to one (1) for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each public use and military airport with its longest runway less than 3,200 feet in length.
- Section 2. The commission has zoning jurisdiction over the use of land and structures within public use airports within the state.
- Section 3. The commission has jurisdiction from the ground upward within the limits of the primary and approach surfaces of each public use airport and military airport as depicted on airport zoning maps approved by the Kentucky Airport Zoning Commission.
- Section 4. The Commission has jurisdiction over the airspace of the Commonwealth that exceeds 200 feet in height above the ground.
- Section 5. The owner or person who has control over a structure which penetrates or will penetrate the airspace over which the Commission has Jurisdiction shall apply for a permit from the Commission in accordance with 602 KAR 50:090.

INSTRUCTIONS

- 1. "Alteration" means to increase or decrease the height of a structure or change the obstruction marking and lighting.
- 2. "Applicant" means the person who will own or have control over the completed structure.
- 3. "Certification by Applicant" shall be made by the individual who will own or control the completed structure; or a partner in a partnership; or the president or authorized officer of a corporation company, or association; or the authorized official of a body politic; or the legally designated representative of a trustee, receiver, or assignee.
- 4. Prepare the application and forward to the Kentucky Dept. of Aviation, ATTN: Airport Zoning Commission, 90 Airport Drive, Frankfort KY 40601. For questions, telephone 502-782-4043.
- 5. The statutes applicable to the Kentucky Airport Commission are KRS 183.861 to 183.990 and the administrative regulations are 602 KAR Chapter 50.
- 6. When applicable, attach the following appendices to the application:
- Appendix A. A 7.5 minute quadrangle topographical map prepared by the U.S. Geological Survey and the Kentucky Geological Survey with the exact location of the structure which is the subject of the application indicated thereon. (*The 7.5* minute quadrangle map may be obtained from the Kentucky Geological Survey, Department of Mines and Minerals, Lexington, KY 40506.)
- Appendix B. For structures on or very near to property of a public use airport, a copy of the airport layout drawing (ALP) with the exact location of the structure which is the subject of this application indicated thereon. (*The ALP may be obtained from the Chairperson of the local airport board or the Kentucky Airport Zoning Commission*.)
- Appendix C. Copies of Federal Aviation Administration Applications (*FFA Form 7460-1*) or any orders issued by the manager, Air Traffic Division, FAA regional office.
- Appendix D. If the applicant has indicated in item number 7 of the application that the structure will not be marked or lighted in accordance with the regulations of the Commission, the applicant shall attach a written request for a determination by the commission that the marking and lighting are not necessary. The applicant shall specifically state the reasons that the absence of marking and lighting will not impair the safety of air navigation.
- Appendix E. The overall height in feet of the overhead transmission line or static wire above ground level or mean water level with span length 1,000 feet and over shall be depicted on a blueprint profile map.

PENALTIES

- 1. Persons failing to comply with the Airport Zoning Commission statutes and regulations are liable for a fine or imprisonment as set forth in KRS 183.990(3).
- 2. Applicants are cautioned: Noncompliance with Federal Aviation Administration Regulations may provide for further penalties.



KENTUCKY TRANSPORTATION CABINET

TC 55-2 Rev. 06/2020 Page 2 of 2

KENTUCKY AIRPORT ZONING COMMISSION

APPLICATION FO	R PERMIT TO COI	NSTRUCT OR AL	TER A STRUCTU	RE					
APPLICANT (name)	PHONE	FAX	KY AERONAUTICA	L STUDY #					
Jonathan Greene	919-324-1922								
ADDRESS (street)	CITY		STATE	ZIP					
8601 Six Forks Rd Suite 250	Raleigh		NC 27615						
APPLICANT'S REPRESENTATIVE (nam	e) PHONE	FAX							
Jonathan Greene	704-724-8382								
ADDRESS (street)	CITY	1	STATE	ZIP					
8601 Six Forks Rd Suite 250	Raleigh		NC	27615					
APPLICATION FOR 🛛 New Constr		Existing	WORK SCHEDULE						
	emporary (<i>months</i>	days)	Start 3/2025 End 5	/2025					
TYPE Crane Building		IG/LIGHTING PREFE		,					
Antenna Tower		int White- med		Vhite- high intensity					
Power Line Water Tank		dium intensity white		igh intensity white					
Landfill Other	Other	and in incensity white		Shincensity white					
	LONGITUDE			83 NAD27					
37°03′52.90″	88°26'40.12"		Other						
NEAREST KENTUCKY		Y PUBLIC USE OR M							
City Ledbetter County Livingston	Kentucky Dam Villa								
SITE ELEVATION (AMSL, feet)		HEIGHT (AGL, feet)	CURRENT (FAA aei	condutical study #)					
411	260		2024-ASO-19475-0						
OVERALL HEIGHT (site elevation plus		feet)		ronautical study #)					
671	iotal structure height,	jeelj	FREVIOUS (I AA de	Tonucicul Study #)					
DISTANCE (from nearest Kentucky pu	blic uso or Military airr	ort to structure)	PREVIOUS (KY aero	prautical study #)					
7.7 NM	one use of winitury unp		PREVIOUS (NT UPIC	fillutical study #j					
DIRECTION (from nearest Kentucky pt	uhlic uso or Military ai	port to structure)							
Heading of 295.3 SE	iblic use of whittury un	port to structure							
DESCRIPTION OF LOCATION (Attach l	ICCC 7 E minuto quad	analo man or an air	ort lavout drawing	with the precise site					
marked and any certified survey.)	JSGS 7.5 Milliule quuur	ungle mup of un un	Jort layout arawing	with the precise site					
1A Letter attached									
DESCRIPTION OF PROPOSAL									
Proposed New Antenna Tower									
Proposed New Antenna Tower									
FAA Farma 7460 4 ///ara tha (Alatian af	Construction on Alton	tion // hoose filed with	the Federal Asiation	· • • • • • • • • • • • • • • • • • • •					
FAA Form 7460-1 (Has the "Notice of \square No.	Construction or Altera	tion" been filed with	the Federal Aviation	n Administration?)					
No Yes, when? 10/3/2024									
CERTIFICATION (<i>I hereby certify that</i> (all the above entries, h	iaae by me, are true,	complete, and corr	ect to the best of					
my knowledge and belief.)									
PENALITIES (Persons failing to comply									
imprisonment as set forth in KRS 183.			, ,	ner penalties.)					
NAME TITLE	SIGNATURE	ian Greene	DATE						
Jonathan Greene Director		0	10/28/2024						
COMMISSION ACTION	Chairpersor	n, KAZC							
	🗌 Administrat	or, KAZC							
Approved SIGNATURE			DATE						
Disapproved									

EXHIBIT G GEOTECHNICAL REPORT



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

Geotechnical Investigation

APC Towers, LLC Site - EV Ledbetter East (KY-1796)

1271 US Highway 60 West Ledbetter, Livingston County, Kentucky

ECA Project No. 24-002680



SUBMITTED TO:

APC Towers IV, LLC 8601 Six Forks Rd., Suite 250 Raleigh, NC 27615

PREPARED BY:

Environmental Corporation of America 1375 Union Hill Industrial Court, Suite A Alpharetta, GA 30004



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

November 5, 2024

APC Towers IV, LLC 8601 Six Forks Rd., Suite 250 Raleigh, NC 27615

Attention: Mr. Jonathan Greene

Subject: Geotechnical Investigation Report APC Towers, LLC Site - EV Ledbetter East (KY-1796) 1271 US Highway 60 West Ledbetter, Livingston County, Kentucky ECA Project No. 24-002680

Dear Mr. Greene:

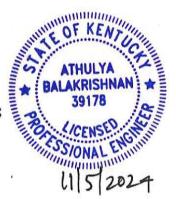
Environmental Corporation of America (ECA) is pleased to submit this report of our geotechnical investigation for the proposed project. Our services were provided as authorized by APC Towers IV, LLC, using a purchase order approval dated October 21, 2024.

This report presents a review of the information provided to us, a description of the site and subsurface conditions, and our recommendations. The appendices contain a Site Location Map, a Boring Location Plan, and Boring Logs.

We will be happy to discuss our recommendations with you and look forward to providing the additional studies or services necessary to complete this project. We appreciate the opportunity to be of service. Please call us with any questions at (770) 667-2040.

Sincerely, Environmental Corporation of America

Athulya Balakrishnan, P.E. Geotechnical Engineer State of Kentucky P.E. #39178



Marvin G. Webster President

Purpose and Scope of Work

The purpose of this investigation was to obtain specific subsurface data at the project location and to provide geotechnical related parameters for the design and construction of foundations for a new tower and associated guy anchors.

Our scope of work included the following:

- Four (4) soil test borings were drilled to depths ranging from 20 to 30 feet below ground surface (bgs).
- Figure 1 shows the Site Location Map. Figure 2 shows the Boring Location Plan.
- Standard penetration tests (SPTs) were conducted to obtain soil samples and SPT N-values, in accordance with ASTM D-1586.
- The depth to groundwater, if any, was measured in the boring after drilling was completed.
- Natural moisture content (WC_N) tests were performed on a selected number of soil samples in accordance with ASTM D-2216.
- A soil laboratory resistivity test was conducted in accordance ASTM G-57.
- Unconfined compressive strength (q_u) index tests were performed using the pocket penetrometer test or the spring tester test (whenever possible).
- The soil samples were visually classified in accordance with ASTM D-2488 and a boring log was prepared.
- The soil conditions were evaluated by a registered professional engineer and this geotechnical report was prepared with our recommendations.

We have recommended design parameters and settlements based on the SPT N-values, an examination of the soil samples, and our experience with similar soil conditions and structures.

Project Information

We were provided with a project site survey prepared by Benchmark Services, Inc. dated August 26, 2024. The proposed tower would be located at 1271 US Highway 60 West, Ledbetter, Livingston County, Kentucky.

We understand that plans include constructing a 260-foot tall guyed-type tower with three guy anchors, as shown on Figure 2 in Appendix A. We assume that the equipment building/cabinet

will be a prefabricated structure supported on a perimeter grade beam, spread footing or turndown slab. The project also includes constructing a 30-foot wide ingress/egress and utility easement.

Field Drilling Work

The field clearing and drilling work was conducted on October 30, 2024. Information obtained from the boring logs was used to help us evaluate the subsurface conditions and to assist in formulating our recommendations. The site was not staked at the time of our field visit.

Subsurface Soil Conditions (Borings B-1, B-2, B-3, and B-4)

The subsurface conditions were explored with four soil test borings, drilled approximately as shown on Figure 2.

<u>Boring B-1 (Lease Area Center)</u>: In general, soils at the site consisted of stiff to hard silty Clay (CL) to an approximate depth of 13.5 feet, underlain by very dense clayey Sand (SC) to the full depth drilled of 30 feet bgs.

The following table presents a summary of the existing soil conditions in Boring B-1.

	Profile th (ft)	Type of Soils (Soil Manual Classification)	*Soil Symbols	SPT N-Values bpf (blows per foot)
0	13.5	Stiff to hard silty Clay	CL	13 to Over 50
13.5	30	Very dense clayey Sand	SC	Over 50
*Soil s	symbols	are based in the Unified Soil Classification System	(USCS).	

The encountered upper silty clay soil layer is considered stiff to hard in consistency with estimated unconfined compressive strength (qu) measurements between 2,000 and 6,000 psf. The encountered sand layer is very dense in terms of relative density. Natural moisture (WC_N) content measurements were conducted on selected soil samples and ranged between 12.9% to 24.7%.

Borings B-2 (South), B-3 (Northeast), and B-4 (Northwest) were drilled near the locations of the proposed guy anchors. It is our understanding that these three borings were drilled for the evaluation of the subsurface conditions for the design of new guy anchors.

<u>Guy Anchor Boring (B-2, B-3, and B-4)</u>: In general, soils consisted of stiff to hard silty Clay (CL) to an approximate depth of 13.5 feet, underlain by very dense clayey Sand (SC) to the full depth drilled of 20 feet bgs. The SPT N-values within the described depths are shown on the attached boring logs and ranged between 13 to Over 50 bpf. The upper silty clay soil layer is considered stiff to hard in consistency with estimated unconfined compressive strength (qu) measurements between 2,000 and 5,000 psf. The encountered clayey sand layer is very dense in terms of relative density. Natural moisture (WC_N) content measurements were conducted on selected soil samples and ranged between 13.8% to 22.8%.

All final boring logs are shown in Appendix B.

Groundwater Level Conditions

A ground water level was not encountered at any of the four borings within the depths drilled. It should be noted that groundwater level observations made within mostly cohesive soils during drilling could be misleading. It should be anticipated that the groundwater level will fluctuate due to seasonal changes during the year. To determine actual groundwater level measurements, groundwater levels should be measured using observation wells installed for prolonged periods.

Laboratory Electrical Resistivity Test

A laboratory resistivity value of 11,295 ohms-cm was reported. A table with the laboratory test data is shown in Appendix C. It should be noted that the soil samples were saturated for this testing procedure. Based on the laboratory test results, most of the soil is rated "Mildly-Corrosive".

Foundation Recommendations

The subsurface conditions are suitable for support of the tower using a conventional shallow foundation system.

For the case of a conventional shallow foundation the soils are capable of a maximum net allowable soil bearing pressure (q_{ALL}) of 2,500 psf (pounds per square foot) at a minimum embedment depth of (D_f) of 3.5 feet bgs. Total and differential settlement should be less than 1-inch and $\frac{1}{2}$ -inch, respectively. A safety factor (SF) of 3 and a wet soil unit weight (γ_{wet}) of 110 pcf (pounds per cubic foot) was considered for soil bearing calculations.

The provided soil bearing pressure assumes the bottom of excavation would be dry and stable. The bottom of excavation should be proof rolled, observed, and inspected prior to placing any concrete. For more details, please refer to our Fill Placement Section.

Tower Guy Anchors

We assume that the guy anchors will consist of a deadman or concrete blocks and that compacted backfill will be placed around the guy anchors to a density equivalent to at least 95% of the standard proctor maximum dry density (γ_{dmax}). The following table presents our review of the subsurface conditions encountered in each boring at the proposed guy-anchor locations.

Boring No.	Depth	*Soil Unit	Friction	Cohesion	Earth Pi	essure Coe	fficients
(Guy Anchor)	(feet)	Weight (pcf)	Angle (deg)	(psf)	K _A	K _P	Ko
B-2	0 - 3.5	110	0	950	1.00	1.00	1.00
(South) B-3 (NE)	3.5 - 13.5	115	0	1,000	1.00	1.00	1.00
B-3 (NW)	13.5 - 20	120	32	0	0.31	3.25	0.47

Guy anchor concrete blocks should be founded at a minimum depth of foundation (D_f) between 4 and 6 feet below existing grade elevations.

Building Foundations

The proposed equipment building can be supported on a perimeter grade beam, spread footing or turndown slab foundation. For the design of the building foundation the soils are capable of a maximum net allowable soil bearing pressure (q_{ALL}) of 2,000 psf. A minimum depth of foundation (D_f) of 1.5 feet below existing grades elevations should be considered. Total and differential settlements should be less than 1/2-inch and 1/4-inch, respectively.

Ground floor slabs may be designed as conventional slabs on grade over the existing soils or on engineered compacted fill using a Modulus of Subgrade Reaction (K_s) of 85 pci (pounds per cubic inch). Bearing pad should be prepared and compacted prior to placing any concrete. Contractors should verify the Fill Placement section of this report. For these foundations, ECA recommends a minimum concrete strength (f'c) of 4,000 psi (pounds per square inch). We recommend a value of 150 pcf for concrete.

Soil Site Class

Based on our site evaluation and the information provided by the International Building Code (IBC 2012 / ASCE 7-10), to perform a dynamic analysis the clients design engineer should consider that the soils at the site fall under a <u>Stiff Soil Profile and Site Class D</u>.

Foundation Excavations

A groundwater level was not encountered during drilling operations. Therefore, the prospective contractor should not need to consider excavation dewatering.

To avoid softening of the shallow soils exposed at the foundation bearing level, excavations should not be left open for extended periods prior to placing reinforcing steel and concrete. If rain or freezing weather is expected, excavations should not be completed. Leaving the excavations at least 1-foot above final grade should protect the bearing soils from deterioration.

If the excavation must remain open overnight or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 2 to 4-inch thick "mud-mat" of "lean" (2,000 psi) concrete be placed on the bearing soils before the placement of reinforcing steel. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete.

Fill Placement

If required, borrow materials for fill, **unless otherwise specified**, should consist of essentially granular material (GW, GP, GM, GC, SW, SP or SM Unified Soil Classification System); **A-2-4 or better**, AASHTO Classification, as approved by the **Project Geotechnical Engineer**. These should be free from vegetation and should not contain rocks greater than 6 inches in size.

Any placed backfill required to attain finished grade should be placed in an engineered fashion with layers not exceeding 8- to 10-inch thick lifts and compacted to not less than 95% of the Standard Proctor Maximum dry density, as determined by method ASTM D-698. The soil moisture

content should be close to the optimum moisture content. All required fills should meet the specified compaction criteria.

ECA does not know the capability of the surficial soil to support pavements. However, we suggest that the upper soils be replaced by granular fill in areas of heavy traffic to improve the subgrade support capabilities and moisture sensitivity.

Field density tests should be conducted at routine intervals as fill is being placed to verify that adequate compaction is achieved. Prior to placing any new fill, any soft or loose near surface soils should be removed and the area proof-rolled with a heavy vehicle or a heavy compaction vibratory roller to confirm that any unsuitable soil conditions have been discovered.

Basis for Recommendations

The subsurface conditions encountered at the boring locations are shown on the Boring Logs in Appendix B. The Boring Logs represent our interpretation of the subsurface conditions based on the field log and visual examination of field samples by an engineer. The lines designating the interface between various strata on the Boring Logs represent the approximate interface locations. In addition, the transition between strata may be gradual. The water level shown on the Boring Log, if any, represents the condition only at the time of our exploration.

The recommendations contained herein are based in part on project information provided to us and only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional information is available, please let us know so that we may review the validity of our recommendations.

Regardless of the thoroughness of a geotechnical investigation, there is always a possibility that conditions between borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve any problems created. ECA is best qualified to provide this service based on our familiarity with the project, the subsurface conditions, and the intent of the recommendations and design.

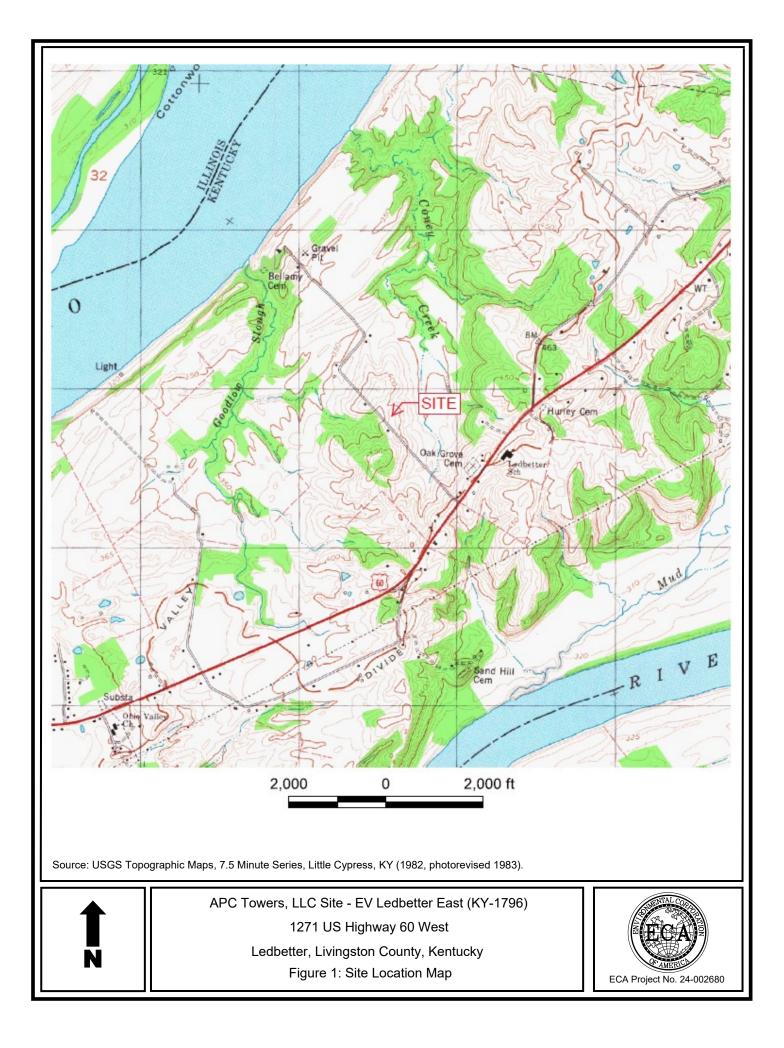
We wish to remind you that we will store the soil samples for 30 days. The samples will then be discarded unless you request otherwise.

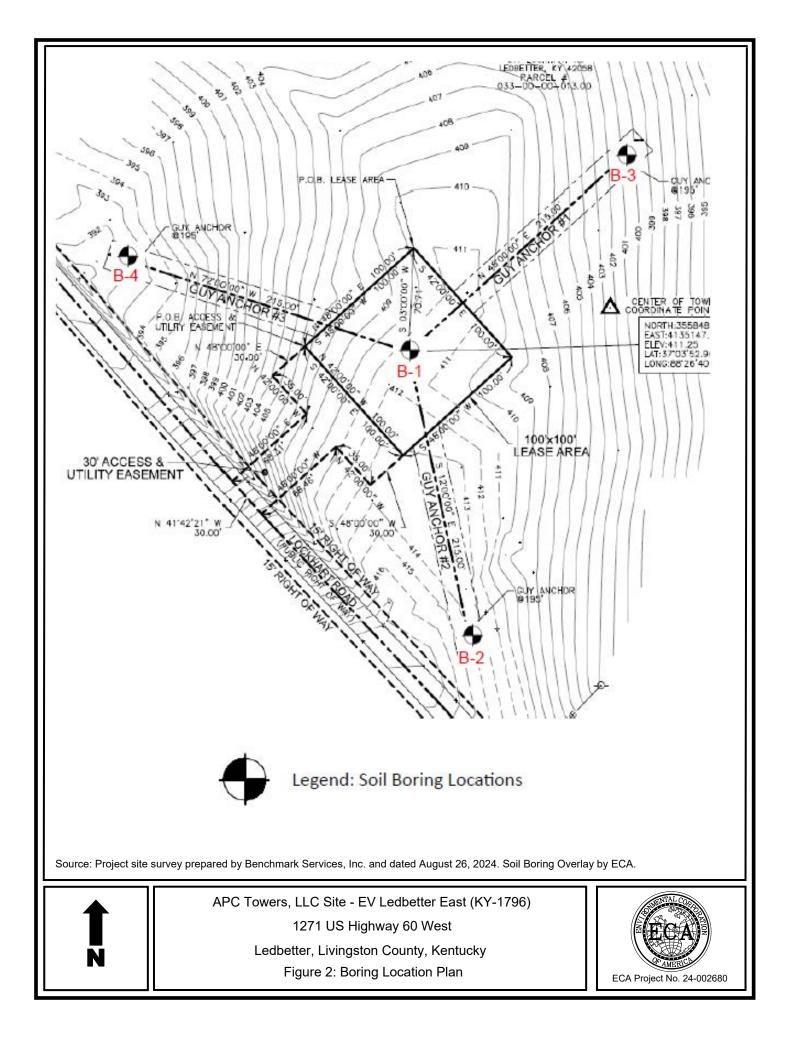
APPENDICES

- Appendix A Figures
- Appendix B Boring Logs
- Appendix C Laboratory Earth Resistivity Test Data

APPENDIX A Figures

Atlanta, GA - Corporate Headquarters | 1375 Union Hill Industrial Court, Alpharetta, GA 30004 | (770) 667-2040 | www.eca-usa.com





APPENDIX B Boring Logs

Proje	ct Lo	ocatio	edbetter Ea on: Ledbett er: 24-0026	er, KY	796)	Environmental Corp of America 1375 Union Hill Industrial Ct, Suite A Aplharetta, GA 30004 770 667 2040	A	Lo	g of l Shee		-	B-1	
Date(s) Drilled	10/3	80/202	4			Logged By A. Balakrishnan		Checked By	A. Balak	rishna	an		
Drilling Method	HSA	4				Drill Bit Size/Type 2.25 inches		Total Depth of Borehole 3	0 feet b	gs			
Drill Rig Type	Tru	ck				Drilling Contractor South Drilling		Approximate Surface Eleva	tion 411	feet A	MSL		
Ground and Dat	e Me	asured	Not Encount	ered ATD	•	Sampling Method(s) SPT		Hammer 140 Data	Lbs ha	mmer	, rope	and ca	thead
Borehol Backfill	^e Cu	ıttings	5			Location Ledbetter, Livingston County, Ke	entuc	ky					
Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N Values	Rec (%) / RQD (%)			Material Type Graphic Log	Water Content, %	qu (tsf)	qu (tsf) - Spring Tester	LL, %	PI, %
	Se	Sa	Sable	SF	Å	MATERIAL DESCRIPTION		≌ี่บั ว∟ /////	ŝ	nb	nb	1	₫
-	1		4-6-7	13		Brown, stiff silty Clay, damp	-		-				
- 5—	2		5-8-9	17		 Same as above, very stiff, damp 	- (24.7				
-	3		6-8-8	16		Same as above, very stiff, damp			-				
- 10— -	4		12-50/3"	50/3"		- Same as above, hard, damp 	- (- -		20.3				
- - 15 -	5	~~	50/4''	50/4"		- Red, very dense clayey Sand, dry - Red, very dense clayey Sand, dry 	- 5 - 5 -		-				
- 20	6	22	50/3"	50/3"		Same as above, very dense, dry	- S		12.9				
- - 25- -	7	<u> </u>	50/2"	50/2"		- Same as above, very dense, dry 	- s		-				
	8	X	50/2"	50/2"		- Same as above, very dense, dry	- 5	SC 222	14.5				
30-						End of Boring at 30 feet.	/						



Proje	ct Lo	catio	dbetter Ea on: Ledbet er: 24-0026	ter, KY	796)	Environmental Corp of America 1375 Union Hill Industrial Ct, Suite / Aplharetta, GA 30004 770 667 2040	A	Lo	g of She		-	B-2	
Date(s) Drilled	10/30	/2024				Logged By A. Balakrishnan		Checked By	A. Balak	rishna	an		
Drilling	HSA					Drill Bit Size/Type 2.25 inches		Total Depth of Borehole	20 feet b	gs			
Drill Rig Type	Truc	k				Drilling Contractor South Drilling		Approximate Surface Eleva	444	feet A	MSL		
Ground and Dat	water L e Meas	evel sured	Not Encoun	tered ATD)	Sampling Method(s) SPT		Hammer 140 Data	Lbs ha	mmer	, rope	and ca	thead
Borehol Backfill	^e Cut	tings				Location Ledbetter, Livingston County, Ke	entuc	:ky					
Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N Values	Rec (%) / RQD (%)	MATERIAL DESCRIPTION		Material Type Graphic Log	Water Content, %	qu (tsf)	qu (tsf) - Spring Tester	LL, %	PI, %
-0	1	Ø	6-6-8	14		Brown, stiff silty Clay, damp	-		-				
5-	2	Z	5-7-9	16		- Same as above, very stiff, damp 	- -		19.9				
-	3		8-8-8	16		Same as above, very stiff, damp			-				
- 10— -	4	22	50/4"	50/4"		- Same as above, hard, damp 	- (-		19.5				
- 15— -	5	~~	50/3"	50/3"		Red, very dense clayey Sand, dry			-				
20— - - - 25— - - -	6	~~	50/3"	50/3"		Same as above, very dense, dry End of Boring at 20 feet.			13.8				
- - - 25- - - - - - - - - - - - - - - -													



Proje	ct Lo	ocatio	edbetter Ea on: Ledbett er: 24-0026	ter, KY	796)	Environmental Corp of America 1375 Union Hill Industrial Ct, Suite A Aplharetta, GA 30004 770 667 2040	4	Lo	g of l Shee		-	B-3	
		80/202				Logged By A. Balakrishnan		Checked By	. Balak	rishna	an		\equiv
Drilling	HSA					Drill Bit Size/Type 2.25 inches		T / I D //	0 feet b				
Drill Rig Type	Tru	ck				Drilling Contractor South Drilling		Approximate Surface Elevat	ion 400	feet A	MSL		
Ground and Dat	e Me	asured		tered ATD)	Sampling Method(s) SPT		Hammer Data	Lbs ha	nmer	, rope	and ca	thead
Borehol Backfill	^e Cu	ittings	5			Location Ledbetter, Livingston County, Ke	entuc	ky					
Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N Values	Rec (%) / RQD (%)	MATERIAL DESCRIPTION		Material Type Graphic Log	Water Content, %	qu (tsf)	qu (tsf) - Spring Tester	LL, %	PI, %
0	. 1		4-6-7	13		Brown, stiff silty Clay, damp	-		-				
- - 5—	2		7-9-10	19		 - Same as above, very stiff, damp . 	- (s∟	22.8				
-	3		7-8-9	17		Same as above, very stiff, damp		SL	-				
- 10	4		6-8-10	18		Same as above, very stiff, damp	- (31	18.9				
- 15— -	5	22	50/3"	50/3"		Red/orange, very dense clayey Sand, dry - -	- S - -		-				
20 — 25 — 	6		50/3"	50/3"		Same as above, very dense, dry	- S		15.5				



Projec	ct Lo	ocatio	dbetter Ea on: Ledbet er: 24-0026	ter, KY	796)	Environmental Corp of America 1375 Union Hill Industrial Ct, Suite A Aplharetta, GA 30004 770 667 2040	4	Lo	g of l Shee		-	B-4	
Date(s) Drilled	10/3	0/2024	1			Logged By A. Balakrishnan		Checked By A	. Balak	rishna	an		
Drilling	HSA					Drill Bit Size/Type 2.25 inches		Total Depth of Borehole 20) feet b	gs			
D 11 D	Truc	:k				Drilling Contractor South Drilling		Approximate Surface Elevat	202	feet A	MSL		
Groundy and Date	vater e Mea	Level	Not Encoun	tered ATD)	Sampling Method(s) SPT		Hammer Data 140		nmer	, rope	and ca	thead
Borehole Backfill	^e Cu	ttings				Location Ledbetter, Livingston County, Ke	entuc	ky					
O Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N Values	Rec (%) / RQD (%)	MATERIAL DESCRIPTION Brown, stiff silty Clay, damp		Fr Materia Lype Graphic Log	Water Content, %	qu (tsf)	qu (tsf) - Spring Tester	rr, %	PI, %
- - - 5-	1		6-6-7 8-8-9	13		- Same as above, very stiff, damp	-	:L	- 20.9				
-	3	\square	6-8-9	17		Same as above, very stiff, damp	- c	SL	-				
	4		7-9-10	19		_ Same as above, very stiff, damp 	- C	:L	14.7				
	5	ZZ	50/4"	50/4"		- Red/orange, very dense clayey Sand, damp -	- S	C	-				
20 — 25 — 	6	~~	50/3"	50/3"		Same as above, very dense, damp	- S - - - - - - -	C	15.4				



Projec	ct Lo	ocat	edbetter Eas tion: Ledbette	er, KY	1796)	1375 Unio	on Hill olharet	I Corp of America Industrial Ct, Suite A ta, GA 30004 667 2040		Key to Log of Boring Sheet 1 of 1					
Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N Values	Rec (%) / RQD (%)	MATI	ERIALI	DESCRIPTION	Material Type	Graphic Log	Water Content, %	qu (tsf)	qu (tsf) - Spring Tester	LL, %	PI, %
1	2	3	4	5	6			7	8	9	10	11	12	13	14
COLU	MN	DES	CRIPTIONS												
2 Sa 3 Sa 4 Sa 5 SF 6 Re 7 M/ Ma tex	ample ample own. ample ing th PT N ec (% esign ATEF ay ind kt.	e Nu e Typ ng R r on he ha Valu) / R atior RIAL clude	e foot (or distance ammer identified les: SPT N Value 2QD (%): Core Re	entificatio ample co /ft: Numl e shown on the b es ecovery f Descriptoisture, c	on numb bllected) beyon oring lo (%) and (%) and tion of n color, an	per. at the depth ir ows to advand d seating inte g. I Rock Quality naterial encou d other descr	ce drive rval , ntered.	 9 Graphic Log: Graencountered. 10 Water Content, 9 percentage of dr. 9 percentage of dr.	6: Water o y weight o hed Comp Fester: Ur hit, expres	content of of sample pression nconfine ssed as a	of the so e. Value d Compi a water o	il sam ression	ple, ex n Test i nt.	pressed	d as
FIELD) ANI		BORATORY TE	ST ABB	REVIA	<u>FIONS</u>									
COMF CONS	P: Co S: On	mpa e-dir	cal tests to assess iction test nensional consol , percent					PI: Plasticity Index, SA: Sieve analysis (UC: Unconfined con WA: Wash sieve (pe	percent p npressive	strength	n test, Q	u, in k			
MATE	RIA	GF		LS											
	Lean CLAY, CLAY w/SAND, SANDY CLAY (CL)														
TYPIC	AL S	SAM	PLER GRAPHIC	SYMBO	DLS				OTHE	R GRAF	PHIC SY	MBO	LS		
Aug Bul 3-ir bra	ger s lk Sa	amp mple DD C ngs	ler e California w/	Grab 2.5-in Califo	Sample ch-OD I	Modified brass liners e	N sp ∏ Sh	nch-OD unlined split oon (SPT) elby Tube (Thin-walled ed head)	—⊻ V , —⊻ V √ s – - Ir	Vater leve Vater leve Ainor char tratum nferred/gr Queried cc	I (at time I (after wange in ma adational	of drilli aiting) terial p contac	ng, ATE ropertie ct betwe	s within a	

GENERAL NOTES

Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
 Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative

of subsurface conditions at other locations or times.



APPENDIX C Laboratory Earth Resistivity Test Data

APPENDIX C

Laboratory Earth Resistivity Test Data per ASTM G-57

Site Name: EV Ledbetter East (KY-1796)

ECA Project #: 24-002680

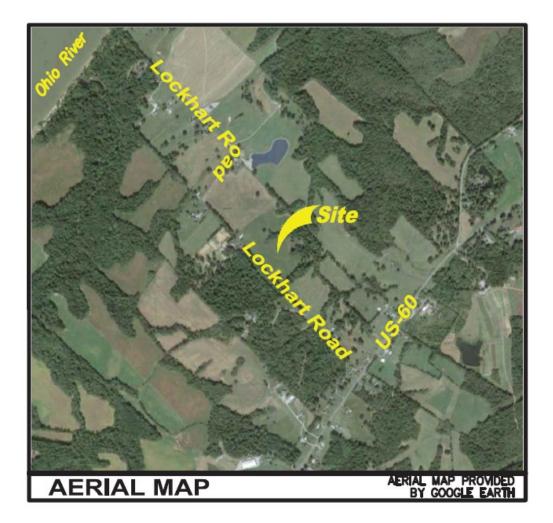
Test Date: November 5, 2024

Test No.	Lab Meter Reading (R)	Calculated Resistivity (Ohms-cm)
Test Trial #1	8.62	11,305
Test Trial #2	8.61	11,292
Test Trial #3	8.61	11,292
Test Trial #4	8.61	11,292
*Average Re	ported Lab ER Value	11,295
*The lab resistivity test was po	erformed using the auger cutting samples wi	thin the upper 6 feet.

EXHIBIT H DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

- 1. Beginning at Livingston County Fiscal Court, 335 Court Street, Smithland, KY 42081 at the intersection of Court Street and US-60 head southwest on US-60.
- 2. Turn right onto Lockhart Road.
- 3. Arrive at 455 Lockhart Road, Ledbetter, KY 42058.
- 4. The site coordinates are 37° 03' 52.90" North latitude, 88° 26' 40.12" West longitude.



Prepared by: Robert W. Grant Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 P.O. Box 369 Shepherdsville, KY 40165-3069 Telephone: 502-955-4400 or 800-516-4293 EXHIBIT I COPY OF REAL ESTATE AGREEMENT

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of the latter signature date hereto (the "Effective Date"), by and between RITA KAREN DUBUQUE DRIVER, with a mailing address of 217 Lockhart Road, Ledbetter, KY 42058 ("Lessor"); and APC TOWERS IV, LLC, a Delaware limited liability company, with a mailing address of 8601 Six Forks Road, Suite 250, Raleigh, NC 27615 ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of that certain parcel of land located at 1271 US Highway 60 W, Ledbetter, Livingston County, KY 42058, also known as parcel number 033-00-00-013.00, as more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately 100' x 100' (10,000 square feet) of ground space (the "Premises"), together with an access easement for ingress and egress and the installation and maintenance of utilities (the easements collectively referred to as the "Easements") both being approximately located as shown on <u>Exhibit B</u> (the Premises and the Easements are collectively referred to herein as the "Sile"), for the purpose of establishing and maintaining a communications facility for Lessee's use and that of its subtenants, licensees and customers.

AGREEMENT

NOW. THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. Option to Lease.

(a) In consideration of the payment of

by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and mevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the "Option"). The Option has a term of twelve (12) months, commencing on the Effective Date and ending as of midnight on the date before the first anniversary of such date (the "Option Period"). Lessee has the right to extend the Option for one (1) additional term of twelve (12) months (the "Extended Option Period"). The Option will automatically be extended for the Extended Option Period unless Lessee provides Lessor with written notice of Lessee's intent not to extend the Option at least ninety (90) days prior to the expiration of the Option Period or the Extended Option Period, as appricable. Lessee will pay Lessor an additional payment (the "Additional Option Fee") of

within thirty (30) days of the commencement of the Extended Option Period. The Additional Option Fees paid by Lessee will be credited in full against the Rent payable to Lessor if the Option is exercised by Lessee.

(b) During the Option Period, the Extended Option Period and the Term, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee's use of the Site from all applicable government and/or regulatory entities (the "Government Approvals"). Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's use of the Site, including but not limited to land use and zoning applications. During the Option Period, Extended Option Period and the Term, Lessor agrees to cooperate with Lessee, at no cost to Lessor but for no additional

Page 1 of 22



(the "Option Fee")

consideration payable to Lessor, to obtain a title report, zoning approvals and variances, conditionaluse permits and perform surveys, soils tests, perform RF engineering studies and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine whether Lessee's use of the Site will be compatible with the Lessee's engineering specifications. intended use, system design, operations and Government Approvals. During the Option Period, Extended Option Period and the Tenn, Lessor agrees to provide Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, with any documents, materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, and each as applicable, the following: (i) a certified copy of the formation documents of Lessor and all amendments thereto from the state in which Lessor is organized; (ii) a certificate of good standing for the Lessor issued by the state where the Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a true and complete copy of the names of any shareholders. members or partners of the Lessor; (iv) true and complete copy of any operating agreement, partnership agreement, by laws or similar document and all amendments thereto together certified as accurate and complete by an officer, director, partner, member or manager of Lessor; (v) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (vi) such other documents that may be reasonably required or requested. Lessor's provision of the foregoing documents, materials or other instruments required for Lessee to secure a title policy for the Site shall be a prerequisite for the payment of any Rent or other monetary amounts payable by Lessee under this Agreement, and notwithstanding anything to the contrary herein and in addition to Lessee's rights and remedies otherwise provided in this Agreement, Lessee shall have no obligation to make any rental or other payments to Lessor until such items have been supplied to Lessee to the reasonable satisfaction of Lessee and Lessee's title insurer.

(c) During the Option Period and any Extended Option Period, Lessee may exercise the Option by written notice to Lessor.

2. <u>Premises</u>. Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises together with the use of the Easements for the construction, modification, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a)).

3. <u>Permitted Use</u>. The Site may be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the Telecommunications Facilities (the "*Permitted Use*"). Lessor may not commit any action or omission that would adversely affect the status of the Site with respect to the Permitted Use.

4. <u>Term.</u> The initial term of this Agreement ("*Initial Term*") is five (5) years, beginning on the date Lessee exercises the Option ("*Commencement Date*"), and expiring at midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Lessee has the right to extend the term of Agreement for nine (9) additional five (5) year terms (each a "*Renewal Term*"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Term at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "*Term*".

5. Rent.

(a) Lessee shall pay Lessor an initial monthly rent of

("Rent"). The Rent is due and payable in advance on the first day of each month during the term commencing as of the Rent Commencement Date. The "Rent Commencement Date" is the earlier of (i) the date of issuance of a certificate of completion (or comparable certificate) from the applicable governmental authority for the

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Telecommunications Facilities or (ii) ninety (90) days from the Commencement Date. Rent will be prorated for any partial months, including the months in which the Rent Commencement Date and the expiration or termination of the Term occur. As a condition precedent to Lessee's obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or to such payments) agrees to provide Lessee with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. The Rent will increase annually as of each anniversary of the Commencement Date, by an amount equal to the increase.

6. Interference. Lessor may not use, nor may Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Site. Such interference will be a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate the interference immediately upon written notice from Lessee. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 10 will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after Lessee's written notice to Lessor, Lessor acknowledges that the continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to use Site for the Permitted Use.

7. Construction of Improvements.

- (a) Lessee may, from time to time during the Term, at its expense, construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as its subtenants, licensees and customers) radio transmitting and receiving antennae, communications equipment, related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house such equipment (collectively, the *"Telecommunications Facilities"*). Although the Telecommunications Facilities may become fixtures under applicable law, they will remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its subtenants, licensees and customers) has the right to remove any or all of them from time to time during the Tenn and at the expiration or earlier termination of the Term. If the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee easements in, over, across and through the Property or any other real property owned by Lessor as may be necessary to Tenant during the Initial Term and any Renewal Tenns of this Agreement for the installation and maintenance and removal of and reasonable access to guy wires and guy wire anchors, which may be located outside of the Site.
- (b) The Telecommunications Facilities shall be initially configured as generally set forth in <u>Exhibit C</u>, subject to change by Lessee consistent with Section 7(a).
- (c) Lessee is solely responsible for operations, maintenance, repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.
- (d) Lessor hereby grants Lessee a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "Landscape Easement").

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(e) Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities.

8. Access. During the Term, ingress and egress to the Premises is hereby granted by Lessor to Lessee and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, on a 24-hour a day, 365 days per year basis. This ingress and egress shall include the nonexclusive right to and from the Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. Lessee also has a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunications Facilities.

9. Utilities.

- (a) Lessee has the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, wherever practical, install separate meters for utilities used on the Premises.
- (b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. Lessor agrees to execute, at no cost to Lessee a utility easement between Lessor and any such utility provider, if reasonably necessary.

10. **Default**. Any breach of a material term hereof that is not cured within thirty (30) days from receipt of written notice from the non-breaching party shall constitute a "*Default*"; provided, however, that if efforts to cure such breach are commenced within said 30-day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within fifteen (15) days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

11. Termination.

- (a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default and as otherwise provided in this section.
- (b) Lessee may terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1(b) of this Agreement are unacceptable.
- (c) Lessee may tenninate this Agreement upon thirty (30) days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's

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commercially reasonable judgment, that that the Premises cease to be economically viable as a telecommunications site; or (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

12. <u>Condemnation</u>. If all or any part of the Premises or any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain in effect, but the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" will be deemed to be the remaining portion of the initial Premises.

13. Indemnification.

- (a) Lessor, its heirs, grantees, successors, and assigns shall indemnify and defend Lessee from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall indemnify and defend Lessor from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.
- (b) If either party is entitled to indemnification and defense ("Indemnified Party") from the other party ("Indemnifying Party") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. This Section 13 shall survive the termination or expiration of this Agreement.

14. <u>Hazardous Substances</u>. Lessor represents and warrants to Lessee that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (*"Hazardous Substances"*) regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (*"Environmental Laws"*). Lessor indemnifies and defends Lessee

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from and against any and all claims of liability under any Environmental Laws for Hazardous Substances which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property, except for claims arising in whole or in any part out of Lessee's use or occupancy of the Premises. The indemnity obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

15. Insurance. Lessee will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: for injury to any one person and for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee's property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance. Lessee shall have Lessor named as additional insured on all polices obtained or maintained by Lessee pursuant to this Section 15, except for workers' compensation policies. Lessor and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the tenns of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived. Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

16. <u>Taxes.</u> Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easements. Lessee will pay to Lessor within thirty (30) days from Lessor's request, any increase in Lessor's real property taxes which Lessor demonstrates, to Lessee's satisfaction, is directly and solely attributable to any improvements to the Site made by Lessee. If Lessor fails to pay when due any taxes affecting the Property or the Site, Lessee shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

17. Ouiet Eniovment. Title and Authority.

- (a) During the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title of record as of the Effective Date.
- (b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Lessee and of record as of the Effective Date, that will not interfere with Lessee's rights to or use of the Premises; (iii) the 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 Lessor.
- (c) Lessor agrees that, during the Option Period, Extended Option Period and the Term, Lessee will have the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

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18. Notices.

(a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as FedEx or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessor to:	George and Rita Driver		
	217 Lockhart Road		
	Ledbetter, KY 42058		
	Ref. Site ID: KY-1796 - EV Ledbetter East		
	Telephone: the first of the for information purposes only and not for noncess		
	Email: (included for information purposes only; not for notices)		
If to Lessee to:	APC TOWERS IV, LLC		
	8601 Six Forks Road, Suite 250		
	Raleigh, NC 27615		
	Attention: Daniel C. Agresta III, President & CEO		
	Ref. Site ID: KY-1796 - EV Ledbetter East		
	Telephone: (included for information purposes only and not for notices)		
	For the final of the information perposes only not for votices)		

- (b) If there is a change in ownership of the Property and Lessor's agreement is assigned to another party, then within ten (10) days of such transfer, Lessor or its successor will send copies of the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and 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. Current Tax Bill
 - v. New IRS Form W-9
 - vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

19. Estoppel, Non-Disturbance and Attornment.

(a) Lessor will, from time to time, upon not less than ten (10) days prior written notice from Lessee, execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.

Initials RD, D.

(b) Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in the form attached hereto as <u>Exhibit E</u>, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be disturbed by the mortgagee or wustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

20. Assignment. This Agreement is freely assignable by Lessee to any other party upon written notice to Lessor, without the necessity of obtaining Lessor's consent. Upon an assignment, Lessee shall be relieved of all liabilities and obligations arising under this Agreement subsequent to the date of such assignment. Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of this Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Agreement for any reason. Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

21. Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Property from Lessor to any prospective purchaser that is not a Third-Party Competitor or to Lessee. A Third-Party Competitor as included in this Section is defined as a party that competes, owns, markets or distributes products within the telecommunications industry and is not an affiliate, licensee, or distributor of Lessee. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Lessor's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Lessee shall have the right of first refusal to purchase the real property or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election not later than forty-five (45) days after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the Third-Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment, Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

22. <u>Further Assurances</u>. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

23. <u>Waiver of Lessor's Lien</u>. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

Initials: RD DR

24. <u>Waiver of Damages</u>. Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

25. Miscellaneous.

- (a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.
- (c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute the Memorandum of Ground Lease Agreement (see form attached hereto as <u>Exhibit D)</u>, and Lessee shall have the same recorded in the land records of the county and state in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.
- (d) Any sale or other conveyance by the Lessor of all or part of the Site shall be under and subject to this Agreement and Lessee's rights hereunder.
- (e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.
- (f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.
- (g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.
- (h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
- (i) In the event of any dispute arising hereunder or a default by Lessor or Lessee, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

Initials RD / DA

26. <u>Confidentiality</u>. Lessor shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving thirty (30) days written notice thereof to Lessor.

(Signature Pages Follow)

APC Site ID: KY-1796 - EV Ledbetter East Option and Ground Lease Agreement

Initials RD DA

IN WITNESS WHEREOF, the parties hereto have executed this OPTION AND GROUND LEASE AGREEMENT as of the dates written below.

LESSOR:

By: Name: Bita Driv ler Date: 5-3-202

RITA KAREN DUBUQUE DRIVER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truth fulness, accuracy, or validity of that document.

LESSOR ACKNOWLEDGMENT

STATE OF KENTUCKY	
COUNTY OF LIVING Str	
On the 3 day of May	in the year 2024 before me, the undersigned,
personally appeared	, personally known to
me or proved to me on the basis of satisfactory evidence to	be the individual whose name is subscribed to the within
instrument and acknowledged to me that he executed the sa	ame in his capacity, and that by her/his signature on the
instrument, the individual, or the person upon behalf of wh	ich the individual acted, executed the instrument.

Notary Public My Commission Expires:

Initials: KI DK

LESSEE:

APC TOWERS IV, LLC, a Delaware limited liability company

By:

Name: Daniel C. Agresta III

5

Title: President & CEO

A notaty public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Date:

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

On the day of

On the ______ day of _______ in the year 2024 before me, the undersigned, personally appeared Daniel C. Agresta III, President & CEO of APC Towers IV, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in bie capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public Wake County My Comm. Exp 04-12-2028 My Comm. Exp.

Talicia C. Neal, Notary Public

My Commission Expires: April 12, 2028.

Page 12 of 22

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A prior to exercise of Option per Paragraph l(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A will constitute approval.

SITUATED IN THE COUNTY OF LIVINGSTON, STATE OF KENTUCKY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE CORNER TO WM. RENNIE AND R.G. THRELKELD LAND AND IN THE LINE OF THE BELLANY LAND RUNNING ACROSS THE BELLANY LAND, SOUTH WEST COURSE IN A PARALLEL LINE WITH THE LINE DIVIDING THE LAND OF R.G. THRELKELD AND WM. RENNIE TO THE LAND OF R.M. GOODLOE, NOW C.T. CALLENDER; THENCE WITH HIS LINE S.E. ABOUT 206 1/2 POLES TO THE PADUCAH AND SMITHLAND ROAD; THENCE N. 32 E. 55 3/4 POLES TO A STAKE IN THE THRELKELD LINE; THENCE N. 51 1/2 W. ABOUT 206 1/2 POLES TO THE BEGINNING, CONTAINING ABOUT 70 ACRES MORE OR LESS, RESERVING THE LAND SOLD OFF TO THE C.P. CHURCH (SEE DEED OF M.F. CHESTNUT TO TRUSTEES OAK GROVE PRESBYTERIAN CHURCH DATED SEPTEMBER 5TH 1892 AND RECORDED IN DEED BOOK #19, PAGE 120, RECORDS LIVINGSTON COUNTY COURT CLERK'S OFFICE) ALSO RESERVING ABOUT FOUR ACRES OF LAND HERETOFORE SOLD TO MURRAY L. TABER AND MRS. EDNA TABER BY DEED BEARING DATE OF JANUARY 27TH 1942 AND RECORDED IN DEED BOOK #63, PAGE 652, RECORDS LIVINGSTON COUNTY COURT CLERK'S OFFICE; ALSO RESERVING ABOUT 130 SQUARE RODS OF LAND AND BETTER DESCRIBED TO-WIT: BEGINNING AT A STONE ABOUT 54 POLES FROM M.L. TABERS LINE IN THE DIVISION LINE BETWEEN W.E. CLARK AND SURVEY HEREIN CONVEYED TO DUBUQUE BROTHERS; THENCE WITH SAID LINE S.E. 12 POLES TO A STONE IN SAID IINE; THENCE S.W. ABOUT 13 POLES TO A STONE 40 FEET S.E. OF MNDESPRING; THENCE WEST 8 POLES TO A STONE; THENCE N.W. TO THE BEGINNING.

THERE IS EXCEPTED AND NOT HEREIN CONVEYED THE FOLLOWING DESCRIBED TRACT OF LAND.

BEGINNING ON THE NORTH SIDE OF U.S. HIGHWAY 60 AT INTERSECTION OF CALLENDAR ROAD; THENCE EAST WITH RIGHT-OF-WAY OF U.S. HIGHWAY 60 105 FEET TO A STAKE; THENCE NORTH 95 FEET TO A STAKE; THENCE EAST 34 FEET TO A STAKE; THENCE NORTH 35 FEET TO A STAKE; THENCE WEST 84 FEET TO A STAKE; THENCE NORTH 150 FEET TO A STAKE; THENCE WEST 63 FEET TO A STAKE ON EAST SIDE OF CALLENDAR ROAD; THENCE IN A SOUTHERLY DIRECTION WITH MEANDERS OF CALLENDER ROAD 310 FEET TO A STAKE ON THE NORTH SIDE OF U.S. HIGHWAY 60 AND POINT OF BEGINNING.

THERE IS ALSO EXCEPTED FROM THERE HEREINABOVE DESCRIBED PROPERTY CERTAIN TRACTS OF LAND HERETOFORE CONVEYED TO CHARLES DUBUQUE, DONNIE LEIDECKER, GARY KEARNS, AND ALLEN CROTCHETT.

TAX ID: 033-00-00-013.00

BEING THE SAME PROPERTY CONVEYED TO RITA KAREN DUBUQUE DRIVER, GRANTEE, FROM MARY E. DUBUQUE, AKA ESTER DUBUQUE, WIDOW, GRANTOR, BY DEED OF CONVEYANCE RECORDED 05/08/2014, IN BOOK 246, PAGE 503 OF THE COUNTY RECORDS.

NOTE: MARY E. DUBUQUE, AKA ESTER DUBUQUE DOD 10/27/2023

APC Site ID: KY-1796 – EV Ledbetter East Option and Ground Lease Agreement Page 13 of 22

Initials: 20, DA

EXHIBIT B

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new <u>Exhibit B</u> prior to exercise of Option per Paragraph I(c). Initials by Lessor and Lessee at the bottom of the new <u>Exhibit B</u> will constitute approval thereof.



Notes:

- 1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
- 2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
- 3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Initials: RP / DA

EXHIBIT C

SITE PLAN

To be verified by survey prior to Exercise of Option per Paragraph 1(c).



Notes:

- 1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
- 2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
- 3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Initials: RD DA

EXHIBIT J NOTIFICATION LISTING PVA RECORDS & PROOF OF NOTICE

Ledbetter East – Notice List

033-00-00-013.00 DRIVER RITA KAREN DUBUQUE 217 LOCKHART RD LEDBETTER, KY 42058

033-00-00-013.01 DRIVER GEORGE R & RITA K 217 LOCKHART RD LEDBETTER, KY 42058

033-00-00-014.00 DRIVER RITA KAREN & GEORGE RICHARD 217 LOCKHART RD LEDBETTER, KY 42058

020-00-00-007.00 020-00-00-009.02 RHEA DELTON A & MELONEY 716 PARIS RD SMITHLAND, KY 42081

020-00-00-009.03 RHEA DELTON & MELONEY 726 CRUTCHER RD SMITHLAND, KY 42081

020-00-00-011.00 RHEA DELTON A 716 PARIS RD SMITHLAND, KY 42081

020-00-00-009.00 JOHANSEN CHRISTIE C/O FRED A PERRY 777 TIMBER TRAILS LEDBETTER, KY 42058

020-00-00-010.00 LAYNE JOHN 586 LOCKHART RD LEDBETTER, KY 42058 020-00-00-011.01 GARRETT THOMAS B & NANCY 720 LOCKHART RD LEDBETTER, KY 42058

020-00-022.00 VINSON MICHAEL & EVONDA IRREV TRUST TEE-TOMMY VINSON - TRUSTEE 887 LOCKHART RD LEDBETTER, KY 42058

033-00-00-008.00 BREWER ROBERT & JANIS 480 CHESTNUT LAKE RD LEDBETTER, KY 42058

033-00-00-010.00 JONES DENNIS K 1257 U S 60 WEST LEDBETTER, KY 42058

033-00-00-016.00 LEIDECKER TERRY & ROBIN 875 LOCKHART RD LEDBETTER, KY 42058

033-00-00-011.00 OAK GROVE CEMETERY U S 60 SMITHLAND, KY 42081

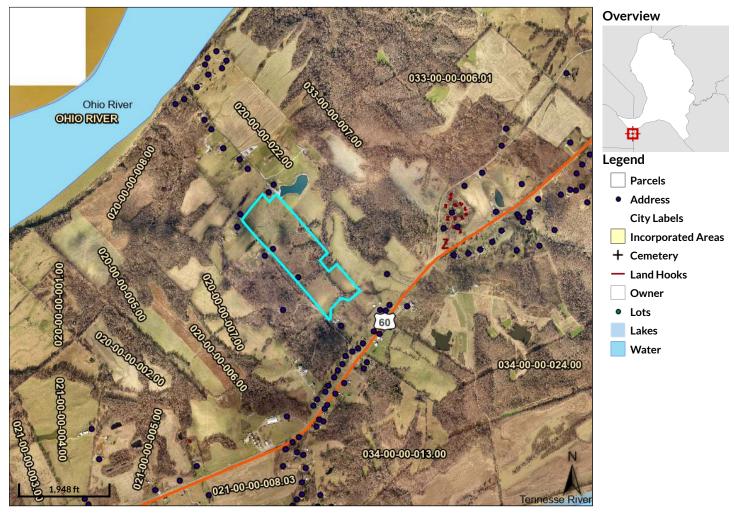
033-00-00-012.00 OAK GROVE CEMETERY P O BOX 137 LEDBETTER,KY 42058

033-00-00-011.00 OAK GROVE CEMETERY, INC. c/o TRACY ROBERTSON 296 STATE RD. 143 NORTH CLAY, KY 42404

034-00-00-022.00 COOPER MELANIE DEEANN 1266 U S 60 WEST LEDBETTER, KY 42058

034-00-00-021.00 FARRIS BRANDI 1276 U S HWY 60 WEST LEDBETTER, KY 42058

034-00-00-001.00 WYNN RICHARD D & DONNA 1279 U S 60 WEST LEDBETTER, KY 42058



 Parcel ID
 033-00-00-013.00
 Alternation

 Sec/Twp/Rng
 n/a
 Class

 Property Address
 U S 60 WEST 1271 & 587 LOCKHART RD
 Acreage

 District
 Ledbetter Fire

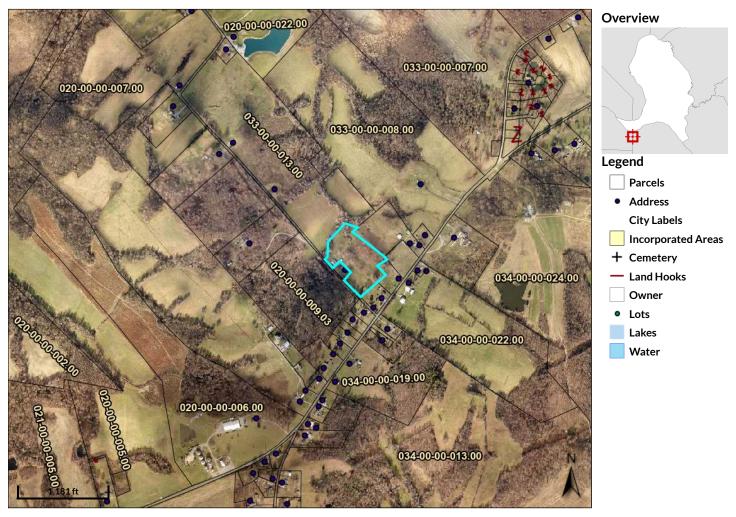
 Brief Tax Description
 FARM, HOUSE & MOBILE HOME & 246-503

 (Note: Not to be used on legal documents)

Alternate ID1960ClassFarmAcreage49.0

Owner Address DRIVER RITA KAREN DUBUQUE 217 LOCKHART RD LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



Parcel ID 033-00-00-013.01 Sec/Twp/Rng n/a Property Address LOCKHART RD 0 District Ledbetter Fire **Brief Tax Description** 8.73 AC & SHOP (Note: Not to be used on legal documents)

Alternate ID 1938 Class Residential Acreage n/a

Owner Address DRIVER GEORGE R & RITA K 217 LOCKHART RD LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM

QPublic.net[™] Livingston County, KY PVA



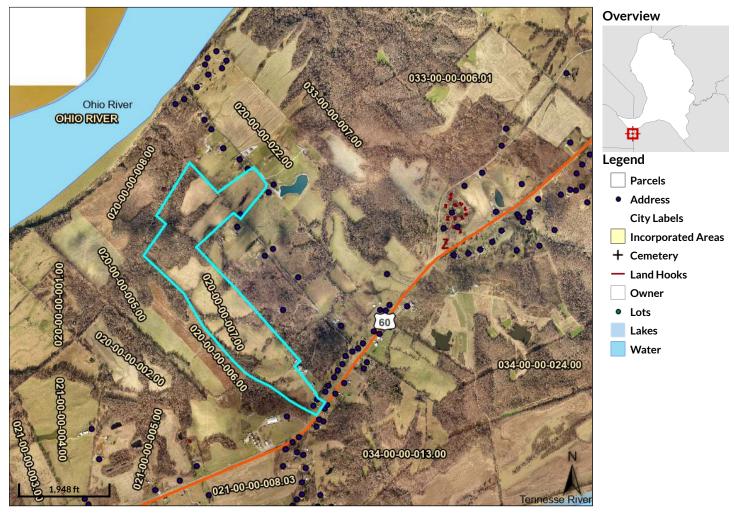
Parcel ID 033-00-00-014.00 Sec/Twp/Rng n/a Property Address LOCKHART RD 217 District Ledbetter Fire **Brief Tax Description** HOUSE & LOT (Note: Not to be used on legal documents)

Alternate ID 1944 Class Residential 0.75 Acreage

Owner Address DRIVER RITA KAREN & GEORGE RICHARD 217 LOCKHART RD LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM

Developed by SCHNEIDER **JEOSPA**



 Parcel ID
 020-00-007.00

 Sec/Twp/Rng
 n/a

 Property Address
 AUTUMN RIDGE 799

Alternate ID 6069 Class Farm Acreage 134.6504 Owner Address RHEA DELTON A & MELONEY 716 PARIS RD SMITHLAND,KY 42081

District Brief Tax Description Ledbetter Fire FARM & RESIDENCE ALSO DB 169-316 (Note: Not to be used on legal documents)

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM





Parcel ID 020-00-00-009.02 Sec/Twp/Rng n/a Property Address LOCKHART RD 0 District Ledbetter Fire **Brief Tax Description** 16.009 ACRES (Note: Not to be used on legal documents)

Alternate ID 9542 Class Farm Acreage 16.009 **Owner Address RHEA DELTON & MELONEY** 716 PARIS RD SMITHLAND, KY 42081

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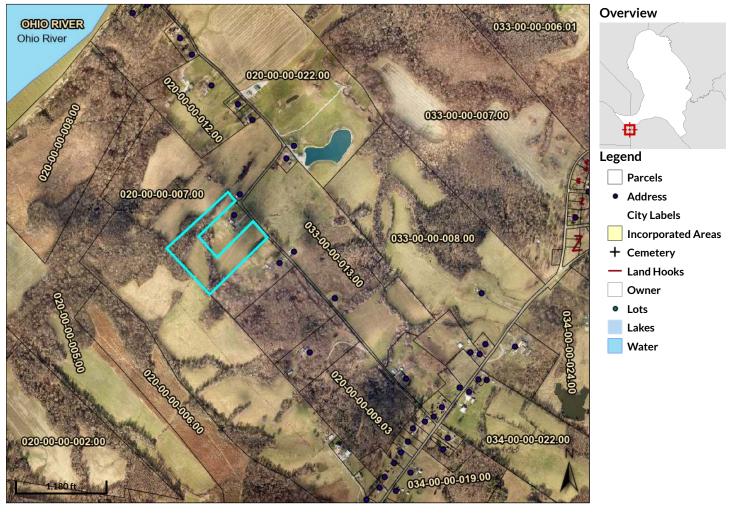


Parcel ID 020-00-00-009.03 Sec/Twp/Rng n/a Property Address LOCKHART RD 0 District Ledbetter Fire **Brief Tax Description** 28.555 ACRES (Note: Not to be used on legal documents)

Alternate ID 9541 Class Farm 28.555 Acreage

Owner Address RHEA DELTON & MELONEY 726 CRUTCHER RD SMITHLAND, KY 42081

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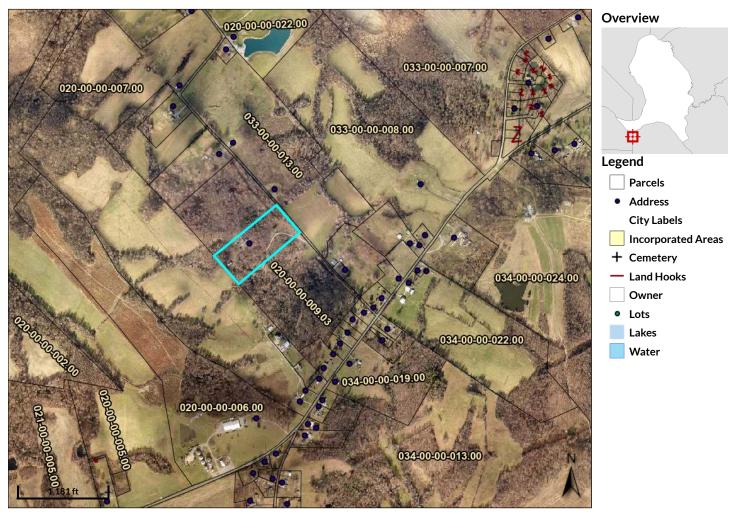


Parcel ID 020-00-00-011.00 Sec/Twp/Rng n/a Property Address LOCKHART RD 0 District Ledbetter Fire **Brief Tax Description** FARM (Note: Not to be used on legal documents)

Alternate ID 6061 Class Farm 13.0 Acreage

Owner Address RHEA DELTON A 716 PARIS RD SMITHLAND, KY 42081

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



Parcel ID020-00-009.00Sec/Twp/Rngn/aProperty AddressTIMBER TRAILS RD 777

Alternate ID14653ClassResidentialAcreage9.093

Owner Address JOHANSEN CHRISTIE C/O FRED A PERRY 777 TIMBER TRAILS LEDBETTER,KY 42058

District Brief Tax Description Ledbetter Fire HOUSE & 9.093 ACRES (Note: Not to be used on legal documents)

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



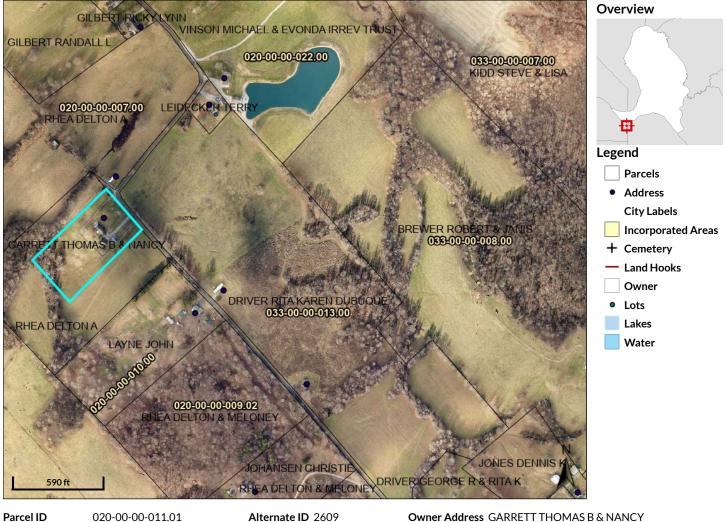


Parcel ID 020-00-00-010.00 Sec/Twp/Rng n/a Property Address LOCKHART RD 586 District Ledbetter Fire **Brief Tax Description** FARM & RESIDENCE (Note: Not to be used on legal documents)

Alternate ID 4297 Class Farm 11.7 Acreage

Owner Address LAYNE JOHN 586 LOCKHART RD LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



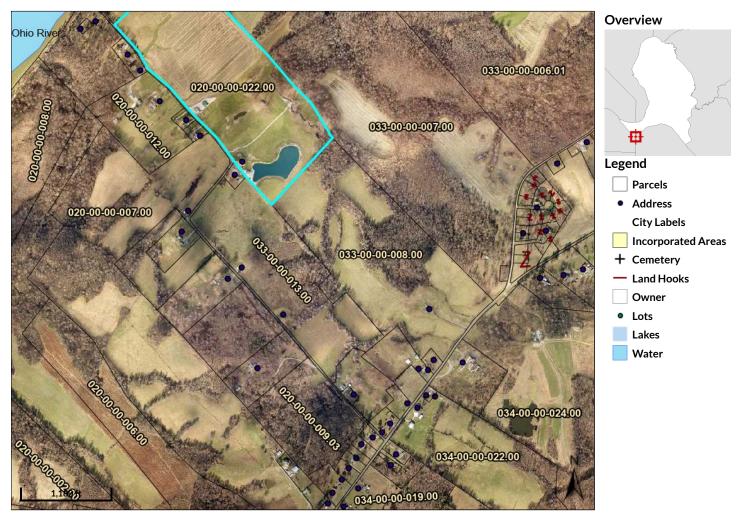
Sec/Twp/Rng n/a Property Address LOCKHART RD 720 District Ledbetter Fire **Brief Tax Description** 5 AC & HOUSE (Note: Not to be used on legal documents)

Class Residential 5.0 Acreage

720 LOCKHART RD LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM

Developed by SCHNEIDER GEOSPA



 Parcel ID
 020-00-0022.00

 Sec/Twp/Rng
 n/a

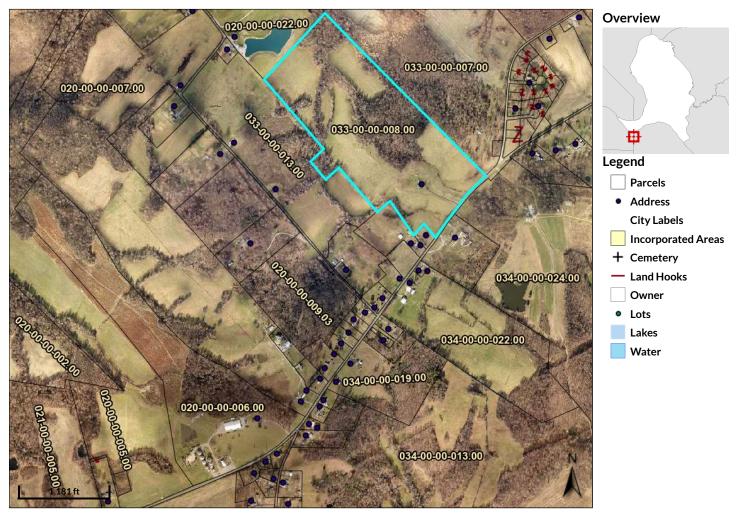
 Property Address
 LOCKHART RD 887

Alternate ID 10467 Class Farm Acreage 81.75

District Brief Tax Description Ledbetter Fire FARM & RESIDENCE see also 255-504 (Note: Not to be used on legal documents) Owner Address VINSON MICHAEL & EVONDA IRREV TRUST TEE-TOMMY VINSON - TRUSTEE 887 LOCKHART RD LEDBETTER,KY 42058

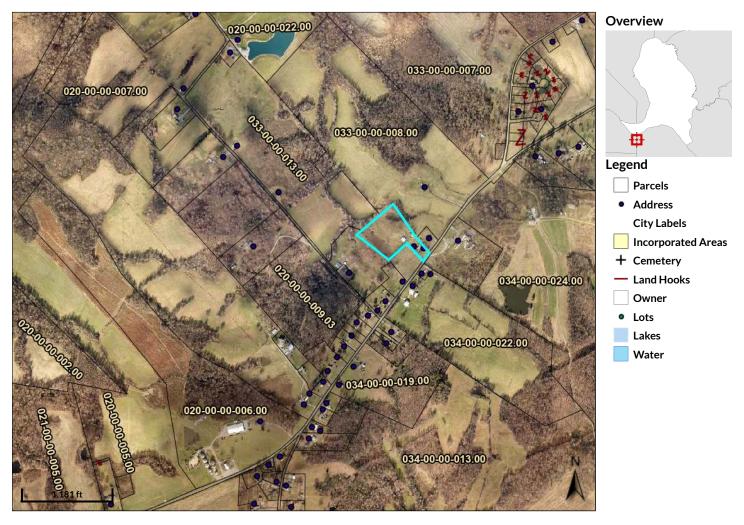
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Owner Address BREWER ROBERT & JANIS 480 CHESTNUT LAKE RD LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



Parcel ID 033-00-00-010.00 Sec/Twp/Rng n/a Property Address US 60 WEST 1257 District Ledbetter Fire **Brief Tax Description** HOUSES & ACREAGE (Note: Not to be used on legal documents)

Alternate ID 3875 Class Residential Acreage 6.0

Owner Address JONES DENNIS K 1257 U S 60 WEST LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



Parcel ID033-00-00-016.00Sec/Twp/Rngn/aProperty AddressLOCKHART RD 875

Alternat Class Acreage

Alternate ID4361ClassResidentialAcreage1.03

Owner Address LEIDECKER TERRY & ROBIN 875 LOCKHART RD LEDBETTER,KY 42058

District Brief Tax Description Ledbetter Fire HOUSE & LOT (Note: Not to be used on legal documents)

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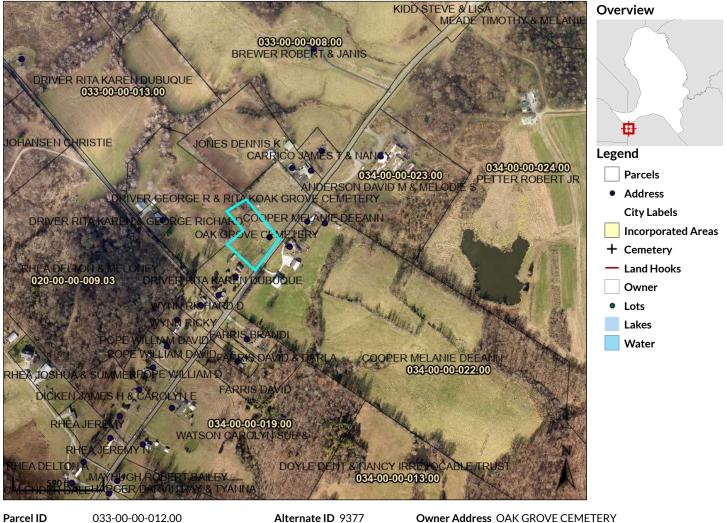


Parcel ID 033-00-00-011.00 Sec/Twp/Rng n/a Property Address US 60 WEST 0 District Ledbetter Fire **Brief Tax Description** CEMETERY (Note: Not to be used on legal documents)

Alternate ID 8540 Class n/a Acreage n/a

Owner Address OAK GROVE CEMETERY U S 60 SMITHLAND, KY 42081

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



Sec/Twp/Rng n/a Property Address US 60 WEST 1265 District Ledbetter Fire **Brief Tax Description** LOT (Note: Not to be used on legal documents)

Class n/a Acreage 1.0 P O BOX 137 LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM

Developed by SCHNEIDER GEOSPA

	Commonwealth of Kentucky	0038465.09	kdcoleman POC
Micl	Received and Filed 3/26/2024 3:53 PM		
Michael G. Adams Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov	Statement of Change of Principal Office Address	POO	2
Pursuant to the provisions of KRS behalf of	S 14A.5-010, the undersigned hereby applies to change the	ne principal office or	1
and for that purpose submits the 1. Address of current principal 32 TOSH STREET CLAY, KY 42404		nanged to: - 143N 42404	
3. Authorized Signature of Entit Macy Robertson Tracy Robertson Type or print name a 3 - 21 - 202 Date	neasurer Treasurer no title		,

NUMBER OF COPIES

Submit one exact or conformed copy (may be a photocopy).

FILING FEES

The filing fee is \$10.00. Your check should be made payable to "Kentucky State Treasurer."

NOTE: The business entity must be in good standing upon the records of the Secretary of State before current statements or documents can be filed (30 KAR 1:010).

POC (1/2011)

Organization ID # 0038465 State of origin KY Filing fee \$15.00

Commonwealth of Kentucky Michael G.

Adams, Secretary of State	0038465.09 ^{kd}	
	Michael G. Adams Kentucky Secretary of State	

Michael G. Adams Secretary of State P. O. Box 1150 Frankfort, KY 40602-1150 (502) 564-3490 http://www.sos.kv.gov

2024 Annual Report Due June 30, 2024 Filing Fee \$15.00

Exact organization name and principal office address OAK GROVE CEMETERY, INC. **32 TOSH STREET CLAY KY 42404**

The principal office address and registered agent name/office address cannot be changed on this form. You can file online at https://web.sos.ky.gov/ bussearchnprofile/search.aspx or forms can be downloaded from our website.

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71111

Received and Filed:

3/26/2024 3:55 PM

Fee Receipt: \$15.00

kdcoleman

ARP

Registered Agent and Registered Office Address TRACY ROBERTSON

296 STATE RD. 143 NORTH CLAY, KY 42404

Principal Officers - List the name, address and title of all current officers. All organizations must list at least one (1) officer, even in the case of a sole officer. If not specified, officer addresses default to the principal office address. Corporations are required to list a Secretary or other officer serving as records custodian

President	TRACK RODENTSON	Jin OcDowell	
Treasurer	ALDERTT TULLER	Tracy Robertson	
Secretary	NANCY A. BRANKLEY	<u> </u>	
Star in 1995. Star			

Directors - Non-profit corporations must have at least three (3) directors. All directors of the non-profit must be listed. If Not specified, director addresses default to the principal office address.

JIM MCDOWELL		an an altern talky.	
TRACY DOPEDTOON	1 1	Heather Plum	
BRIDGET HASLER	1		·····
NANCY A BRINKLEY RAUCH	1.		
CLARENCE R. MARTIN	1		
X Jracy Roberton		Treasurer	3-21-2024
Signature of officer Or chairman of the board (Required)	Title (Required)	Date (Required)

TO AVOID A PENALTY FEE OF \$100, SAVE TIME, FILE ONLINE: https://web.sos.ky.gov/fasttrack/FileARP.aspx/?ctr=80944 OR sign and return to the Office with the required \$15.00 filing fee no later than June 30, 2024. To file via mail

- Confirm the information Is correct.
- Make changes by writing on this annual report, or by submitting an attachment with the signed report.
- The signed annual report, any attachments and filing fee (payable to the Kentucky State Treasurer) must be received in the Office by June 30, 2024
- If you file and pay online, do not return this document to the Secretary of State.



Parcel ID 034-00-00-022.00 Sec/Twp/Rng n/a Property Address US 60 WEST 1266 District Ledbetter Fire **Brief Tax Description** FARM & 2 HOUSES (Note: Not to be used on legal documents)

Alternate ID 1252 Class Farm 41.0 Acreage

Owner Address COOPER MELANIE DEEANN 1266 U S 60 WEST LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM

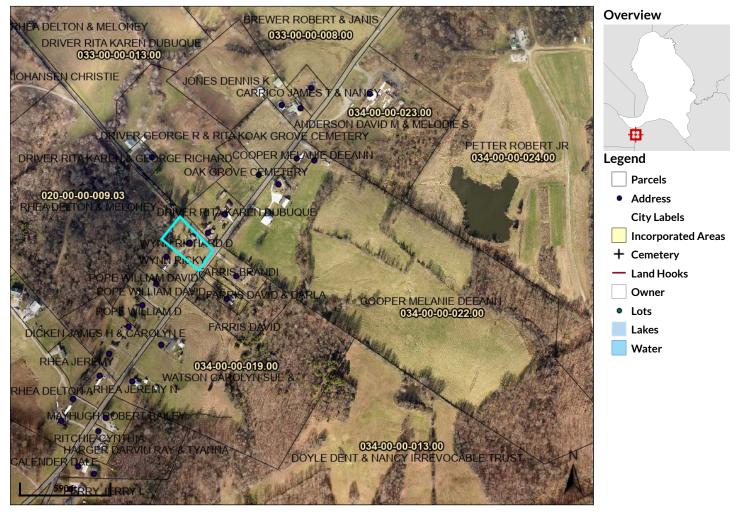


Parcel ID 034-00-00-021.00 Sec/Twp/Rng n/a Property Address US 60 WEST 1276 District Ledbetter Fire **Brief Tax Description** (Note: Not to be used on legal documents)

Alternate ID 8632 Class Residential 4.5 Acreage HOUSE & 1.10 ACRES

Owner Address FARRIS BRANDI 1276 U S HWY 60 WEST LEDBETTER,KY 42058

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM



 Parcel ID
 034-00-001.00

 Sec/Twp/Rng
 n/a

 Property Address
 U S 60 WEST 1279

Alternat Class Acreage

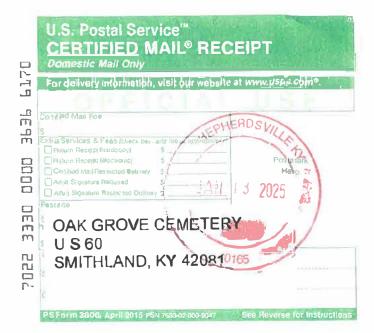
Alternate ID8222ClassResidentialAcreage0.59

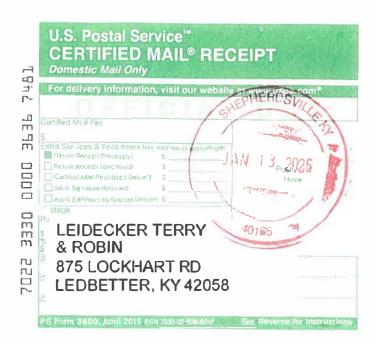
Owner Address WYNN RICHARD D & DONNA 1279 U S 60 WEST LEDBETTER,KY 42058

District Brief Tax Description Ledbetter Fire HOUSE & LOT (Note: Not to be used on legal documents)

Date created: 1/13/2025 Last Data Uploaded: 1/10/2025 5:24:39 PM















U.S. Postal Service[™] **CERTIFIED MAIL® RECEIPT**

m	Domestic Mail Only
629	For delivery information, visit our website at www.usps.com*.
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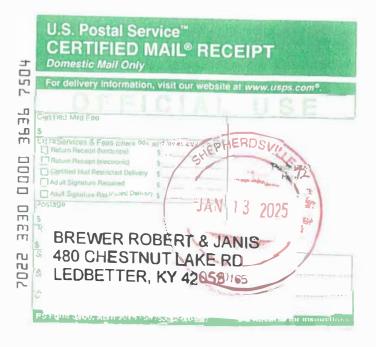
















EXHIBIT K COPY OF PROPERTY OWNER NOTIFICATION



PIKE LEGAL GROUP PLLC

1578 Highway 44 East, Unit 6 PO Box 369 Shepherdsville, KY 40165-0369 Phone: 502-955-4400 Fax: 502-543-4410

VIA CERTIFIED MAIL

Notice of Proposed Construction of Wireless Communications Facility

Dear Landowner:

APC Towers IV, LLC, a Delaware limited liability company, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless are filing an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 1271 US Hwy 60 West, Ledbetter, Kentucky 42058 (37° 03' 52.90" North latitude, 88° 26' 40.12" West longitude) and with an E-911 assigned address of 455 Lockhart Road, Ledbetter, KY 42058. The proposed facility will include a 255-foot tower with a 5-foot lightning arrestor attached at the top for a total height of 260-feet, plus related ground facilities. This facility is needed to provide improved service for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the 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 2024-00393 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless 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. The Applicant site name is EV Ledbetter East.

Sincerely, David A. Pike Attorney for Applicant

enclosures



EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



PIKE LEGAL GROUP PLLC

1578 Highway 44 East, Unit 6 PO Box 369 Shepherdsville, KY 40165-0369 Phone: 502-955-4400 Fax: 502-543-4410

VIA CERTIFIED MAIL

Teris Swanson County Judge Executive P.O. Box 70 Smithland, KY 42081

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2024-00393

Dear Judge/Executive:

APC Towers IV, LLC, a Delaware limited liability company, and Cellco Partnership d/b/a Verizon Wireless are filing an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 1271 US HWY 60 West, Ledbetter, Kentucky 42058 (37° 03' 52.90" North latitude, 88° 26' 40.12" West longitude) and with an E-911 assigned address of 455 Lockhart Road, Ledbetter, KY 42058. The proposed facility will include a 255-foot tower with a 5-foot lightning arrestor attached at the top for a total height of 260-feet, plus related ground facilities. This facility is needed to provide improved service 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 2024-00393 in any correspondence sent in connection with this matter.

We have attached a map showing the site location for the proposed tower. Verizon Wireless' 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. The Applicant site name is EV Ledbetter East.

Sincerely, David A. Pike Attorney for Applicant enclosures





- 1. A.

EXHIBIT M COPY OF POSTED NOTICES AND NEWSPAPER NOTICE ADVERTISEMENT

SITE NAME: EV LEDBETTER EAST 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.

APC Towers IV, LLC, a Delaware limited liability company, and Cellco Partnership d/b/a Verizon Wireless 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; (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2024-00393 in your correspondence.

APC Towers IV, LLC, a Delaware limited liability company, and Cellco Partnership d/b/a Verizon Wireless 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; (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2024-00393 in your correspondence.



PIKE LEGAL GROUP PLLC

1578 Highway 44 East, Unit 6 PO Box 369 Shepherdsville, KY 40165-0369 Phone: 502-955-4400 Fax: 502-543-4410

VIA TELEPHONE: (270) 442-5220

The Livingston Ledger: Attn: Legal Notice Ads PO Box 129 Smithland, KY 42081-0129

> RE: Legal Notice Advertisement Site Name: EV Ledbetter East

Dear Staff:

Please publish the following legal notice advertisement in the next edition of *The Livingston Ledger*.

NOTICE

APC Towers IV, LLC, a Delaware limited liability company, and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless are filing an application with the Kentucky Public Service Commission ("PSC") for approval to construct a new communications facility located at 1271 US HWY 60 West, Ledbetter, Kentucky 42058 (37° 03' 52.90" North latitude, 88° 26' 40.12" West longitude) and with an E-911 assigned address of 455 Lockhart Road, Ledbetter, KY 42058. 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 2024-00393 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, Robert W. Grant EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA 37.0617514, -88.4367293 Oak Grove Cemetery

Image © 2025 Airbus

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Google Earth

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