BRIGGS LAW OFFICE, PSC

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

September 29, 2014

RECEIVED

Via FedEx Overnight Delivery

SEP 30 2014

PUBLIC SERVICE COMMISSION

Kentucky Public Service Commission Attn: Linda Faulkner Director, Division of Filings 211 Sower Boulevard Frankfort, KY 40602

RE: Application to Construct Wireless Communications Facility

Case Number: 2014-00337

Dear Ms. Faulkner,

On behalf of my clients; New Cingular Wireless PCS, LLC and SBA Towers V, LLC we are hereby submitting an original and five (5) copies of an Application for Certificate of Public Convenience and Necessity to Construct a Wireless Communications Facility.

Please contact me if you require any further documentation or have any questions concerning this application.

Sincerely,

Todd R. Briggs

Counsel for Applicant

Enclosures

COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

APPLICATION OF NEW CINGULAR WIRELESS PCS, LLC)
AND SBA TOWERS V, LLC)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)CASE: 2014-00337

A WIRELESS COMMUNICATIONS FACILITY AT)
7810 U.S ROUTE 60, ASHLAND)

SITE NAME: ROCKDALE 2 (KY15745-S)

BOYD COUNTY, KENTUCKY, 41102

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

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility ("AT&T"), and SBA Towers V, LLC, a Florida limited liability company ("SBA") (both entities to be considered as "Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665 and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting the 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 AT&T with wireless telecommunication services. In support of this Application, Applicant respectfully provides and states the following:

1. The complete name and address of the Applicant is: New Cingular Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility having a mailing address of 1936 Blue Hills Drive NE, Roanoke, VA 24012 and

SBA Towers V, LLC a Florida limited liability company having a mailing address of 5900 Broken Sound Pkwy, NW, Boca Raton, FL 33487.

- 2. AT&T is a Delaware limited liability company and copies of its Delaware Certificate of Formation and Certificate of Amendment are attached as **Exhibit A**. A copy of the Certificate of Authority to transact business in the Commonwealth of Kentucky is also included as a part of **Exhibit A**.
- 3. SBA Towers V, LLC is a Florida limited liability company and copies of its Articles of Organization is attached as **Exhibit A**. A copy of the Certificate of Authority to transact business in the Commonwealth of Kentucky is also included as a part of **Exhibit A**.
- 4. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve AT&T's services to an area currently not served or not adequately served by AT&T by enhancing coverage and/or capacity and thereby increasing the public's access to wireless telecommunication services. A statement from AT&T's RF Design Engineer outlining said need is attached as **Exhibit N**. The WCF is an integral link in the AT&T's network design that must be in place to provide adequate coverage to the service area.
- 5. To address the above-described service needs, Applicant proposes to construct a WCF in Boyd County located at 7810 U.S. Route 60, Ashland, Kentucky 41012 (38° 25' 13.268" North Latitude, 82° 42' 07.596" West Longitude (NAD 83)), in an area which is outside the jurisdiction of a planning commission. Applicant submits the Application to the PSC for a CPCN pursuant to KRS §§ 278.020(1), 278.040, 278.650, and 278.665. The property in which the WCF will be located is currently owned by Betty J. Miller f/k/a Betty J. Tackett, pursuant to that Deed of record in Deed Book 532, Page 925 in the Office of the Boyd County Clerk. The proposed WCF will consist of a 195 foot self-support tower

with an approximately 4-foot tall lightning arrestor attached to the top of the tower for a total height of 199 feet. The WCF will also include concrete foundations to accommodate the placement of a prefabricated equipment shelter. The WCF compound will be fenced and all access gate(s) will be secured. A detailed site development plan and survey, signed and sealed by a professional land surveyor registered in Kentucky is attached as **Exhibit B**.

- 6. A vertical profile sketch of the tower indicating the height of the tower and the placement of all antennas is attached as **Exhibit C**. Tower and Foundation design plans and a description of the standards according to which the tower was designed which have been signed and sealed by a professional engineer registered in Kentucky are attached as **Exhibit D**.
- 7. A geotechnical engineering report was performed at the WCF site by Tower Engineering Professionals, Inc. of Raleigh, North Carolina, dated September 18, 2014 and is attached as **Exhibit E**. The name and address of the geotechnical engineering firm and the professional engineer registered in Kentucky who prepared the report are included as part of **Exhibit E**.
- 8. A list of public utilities, corporations, and/or persons with whom the proposed WCF is likely to compete is attached as **Exhibit F**. Maps of suitable scale showing the location of the proposed WCF as well as the location of any like facilities owned by others located anywhere within the map area are also included in **Exhibit F**.
- 9. A Site Specific Obstruction Evaluation Report was completed and determined that the proposed WCF would not be considered an obstruction to air navigation by the Federal Aviation Administration and therefore notice of proposed construction is not required. The said report is attached as **Exhibit G**. The proposed WCF does not require a permit from the Kentucky Airport Zoning

Commission as confirmed by John Houlihan, Administrator, in an email dated September 17, 2014 and also attached as **Exhibit G**.

- 10. AT&T operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable federal requirements. Copies of the license(s) are attached as **Exhibit H**. The WCF has been designed, and will be built and operated in accordance with all applicable FCC and FAA regulations. Appropriate FCC required signage will be posted on the site.
- 11. Based on the review of Federal Emergency Management Agency Flood Insurance Rate Map, the licensed, professional land surveyor has noted in **Exhibit B** that the Flood Insurance Rate Map (FIRM) Community Panel No. 21019C0062D dated August 5, 2013, indicates that the proposed WCF is not located within any flood hazard area.
- 12. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. Project Manager for the site is David Weisman, of Vertical Development, LLC.
- 13. Clear directions to the proposed WCF site from the county seat are attached as **Exhibit I**, including the name and telephone number of the preparer. A copy of the lease for the property on which the tower is proposed to be located is included as part of **Exhibit I**.
- 14. Applicant has notified, by certified mail, return receipt requested, every person of the proposed construction who, according to the records of the Boyd County Property Valuation Administrators, owns property which is within 500 feet of the proposed tower or is contiguous to the site property. Applicant included in said notices the docket number under which the Application will be processed and informed each person of his or her right to request intervention. A

list of the property owners who received notices along with the notices are attached as **Exhibit J**.

- 15. Applicant has notified the Boyd County Judge Executive by certified mail, return receipt requested, of the proposed construction. The notice included the docket number under which the Application will be processed and informed the Boyd County Judge Executive of his right to request intervention. A copy of the notice is attached as **Exhibit K**.
- 16. Pursuant to 807 KAR 5:063, Applicant affirms that two(2) notice signs measuring at least two feet by four feet in size with all required language in letters of required height have been posted in a visible location on the proposed site and on the nearest road. Copy of the posted text is attached as **Exhibit L**. Such signs shall remain posted for at least two weeks after filing the Application. Notice of the proposed construction has been posted in a newspaper of general circulation in the county in which the construction is proposed (*The Independent*).
- 17. The site of the proposed WCF is located in a rural/mixed use area near Rockdale, Kentucky.
- 18. Applicant has considered the likely effects of the proposed construction on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate service to the area can be provided. Applicant carefully evaluated locations within the search area for co-location opportunities and found no suitable towers or other existing structures that met the requirements necessary in providing adequate service to the area. A statement from Applicant's site acquisition specialist is attached as **Exhibit N**. When suitable towers or structures exist, AT&T has attempted to co-locate on towers designed to host multiple wireless service providers' facilities or existing structures, such as a telecommunications tower or another suitable structure capable of supporting the AT&T's facilities.

- 19. A map of the area in which the proposed WCF is located, that is drawn to scale and that clearly depicts the search area in which a site should, pursuant to radio frequency requirements, be located is attached as **Exhibit M**.
 - 20. Correspondence and communication with regard to this Application should be directed to:

Todd R. Briggs
Briggs Law Office, PSC
4965 U.S. Hwy 42
Suite 1000
Louisville, KY 40222
(502) 412-9222
todd@briggslawoffice.net

WHEREFORE, Applicant respectfully requests that the PSC accept the foregoing application for filing and enter an order granting a Certificate of Public Convenience and Necessity to Applicant for construction and operation of the proposed WCF and providing for such other relief as is necessary and appropriate.

Respectfully submitted,

Todd R. Briggs

Briggs Law Office, PSC

4965 U.S. Hwy 42

Suite 1000

Louisville, KY 40222

Telephone 502-412-9222

Counsel for Applicant

LIST OF EXHIBITS

Exhibit A Certificate of Authority and Corporate Documents

Exhibit B Site Development Plan and Survey

Exhibit C Vertical Tower Profile

Exhibit D Structural and Foundation Design Report

Exhibit E Geotechnical Engineering Report

Exhibit F Competing Utilities List and Map of Like Facilities,

General Area

Exhibit G Site Specific Obstruction Evaluation Report

KAZC Email

Exhibit H FCC Documentation

Exhibit I Directions to Site and Copy of Lease Agreement

Exhibit J Notification Listing and Copy of Property Owner

Notifications

Exhibit K Copy of County Judge Executive Notice

Exhibit L Copy of Posted Notices

Exhibit M Map of Search Area

Exhibit N RF Engineer Statement

Site Acquisition Statement





PAGE I

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AT&T WIRELESS PCS, LLC", CHANGING ITS NAME FROM "AT&T WIRELESS PCS, LLC" TO "NEW CINGULAR WIRELESS PCS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 11:07 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2004, AT 7:30 O'CLOCK P.M.

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Flarriet Smith Thendan

AUTHENTICATION 3434823

name. In is nid

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:20 AM 10/26/2004
FILED 11:07 AM 10/26/2004
CERTIFICATE OF AMENDMENT SRV 040770586 - 2445544 FILE

CERTIFICATE OF AMENDMENT SRV 040770586 - 2445544 FIT TO THE CERTIFICATE OF FORMATION OF AT&T WIRELESS PCS, LLC

- 1. The name of the limited liability company is AT&T Wireless PCS, LLC (the "Company").
- 2. The Certificate of Formation of the Company is amended by deleting the first paragraph in its entirety and replacing it with a new first paragraph to read as follows:
 - "FIRST: The name of the limited liability company is New Cingular Wireless PCS, LLC."
- 3. The Certificate of Amendment shall be effective at 7:30 p.m. EDT on October 24 2004.

[Signature on following page]

IN WITNESS WHEREOF, AT&T Wireless PCS, LLC has caused this Certificate of Amendment to be executed by its duly authorized Manager this 20th day of October, 2004.

AT&T WIRELESS PCS, LLC

By: Cingular Wireless LLC, its Manager

xalene

itle: Assistant Secretary

STATE OF DELAWARE CERTIFICATE OF FORMATION OF AT&T WIRELESS PCS, LLC

The undersigned authorized person hereby executes the following Certificate of Formation for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act.

FIRST.

The name of the limited liability company is AT&T Wireless PCS, LLC.

SECOND:

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

DATED this ____7 day of September, 1999.

AT&T WIRELESS SERVICES, INC.,

As Authorized Person

Mark U. Thomas, Vice President

481848

JOHN Y. BROWN III SECRETARY OF STATE



APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of KRS Chapter 275, the und Kentucky on behalf of the limited liability company named bel	ersigned hereby applies flow and for that purpose su	or authority to tra	ansact business g statements:	in .
1 The company is a limited liability company (LLC). a professional limited liability company	pany (PLLC).			
2. The name of the limited liability company is		300	S 3	
AT&T Wireless PCS, LLC		27.10	REC	
3. The name of the limited liability company to be used in Ker	ntucky is	0	EIVED	
4. Delaware is the state or cou	is unavailable for use) untry of organization.	:	REFILI	
5. October 20, 1994 Is the date of org of dissolution, the latest date upon which the limited liability	anization and, if the limited company is to dissolve is	lish lity company l Perpetual	naga specific da	ate ·
6. The street address of the office required to be maintained i office address is	n the state of formation or,	if not so required,	the principal	
Corporation Trust Center, 1209 Orange Street	t. Wilmington, DE	19801		:
7. The names and usual business addresses of the current m	anagers, if any, are as folio	ws:		
AT&T Wireless Services, Inc. 72	277 164th Avenue NE,	Redmond, WA	98052	_
Name (Attach a continuat	on if recessary)	Address		_
8. The street address of the registered office in Kentucky is				
Kentucky Home Life Building	Louisville Cdy	KY State	40202 2p Code	_
and the name of the registered agent at that office is CT Corporation System				
9. This application will be effective upon filing, unless a delay	ed effective date and/or tim	ne is specified:		
De aved effective date and/unitimes				
I certify that, as of the date of filing this application, the abiliability company under the laws of the jurisdiction of its formation.		less Services,		
		Signature		
	<u>Diane Melvin</u>	Assistant So Type or Pro: Name & Take	ecretary	
	Date Septemb	er 14	, 19 99	
I. CT Corporation System Type or prot name of registered agent	_, consent to serve as the register	ATTACHED	tne limited liability co	ompany.
		pe or Print Name & Tive		

(See attached sheet for instructions)

SLL-902 (2/98) KYDIN CT System Chiline

Electronic Articles of Organization For Florida Limited Liability Company

L13000016187 FILED 8:00 AM January 31, 2013 Sec. Of State gmcleod

Article I

The name of the Limited Liability Company is: SBA TOWERS V, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

5900 BROKEN SOUND PKWY, NW BOCA RATON, FL. 33487

The mailing address of the Limited Liability Company is:

5900 BROKEN SOUND PKWY, NW BOCA RATON, FL. 33487

Article III

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

CORPORATE CREATIONS NETWORK, INC. 11380 PROSPERITY FARMS ROAD #221E PALM BEACH GARDENS, FL. 33410

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MICHAEL REINHOLD

Article V

The name and address of managing members/managers are:

Title: MGRM SBA TELECOMMUNICATIONS, LLC 5900 BROKEN SOUND PKWY, NW BOCA RATON, FL. 33487 L13000016187 FILED 8:00 AM January 31, 2013 Sec. Of State gmcleod

Signature of member or an authorized representative of a member

Electronic Signature: SBA TELECOMMUNICATIONS, LLC BY: THOMASHUNT

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



COMMONWEALTH OF KENTUCKY ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

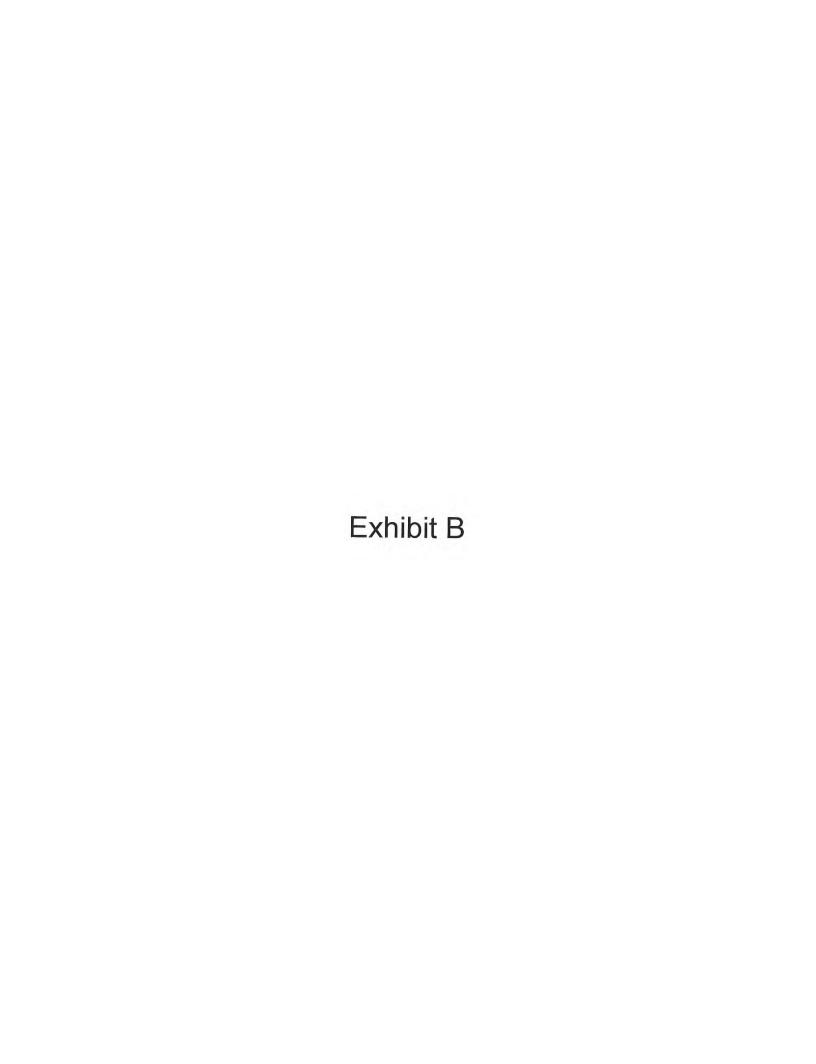
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Alison Lundergan Grimes Kentucky Secretary of State Received and Filed: 7/25/2013 3:25 PM

Fee Receipt: \$90.00

Frankfort, KY 40602 (502) 564-3490 www.sos.ky.gov	Certificate of Authority (Foreign Business Enti	ty)		FBE
	and KRS 271B, 273, 274,275, 362 and 3 d, for that purpose, submits the following		applies for aut	hority to transact business in Kentucky
business limited pa	trust (KRS 386). Ilmited liabi artnership (KRS 362).	orporation (KRS 273).		nal service corporation (KRS 274). nal limited liability company (KRS 275).
	OWERS V, LLC nust be identical to the name on record with	the Secretary of State.)		
3. The name of the entity to be used in	Kentucky is (if applicable):	if "real name" is unavailable fo		
4. The state or country under whose la		it "real name" is unavallable to	or use; otherwis	se, leave diank.)
5. The date of organization is 01/31		and the period of duration is	Perpetua	ıl
The mailing address of the entity's p		and the period of duration is	(17)	eft blank, the period of duration is considered perpetual.)
5900 BROKEN SOUND		BOCA RATON	FL	33487
Street Address		City	State	Zip Code
7. The street address of the entity's reg 101 North Seventh Street	선물하는 사람들이 많아도 된다. 이용하면 잃었게 되었다. 5번 위기를 하	Louisville	KY	40202
Street Address (No P.O. Box Numbers)	999	City	State	Zip Code
	Onunnula Ounal	ana Matucarle Inc		
and the name of the registered agent a	t that office is Corporate Creat	ions network inc.		
and the name of the registered agent a 8. The names and business addresses	t that office is COPPORATE CREAT		nagers, trustee	s or general partners):
8. The names and business addresses	s of the entity's representatives (secretary	y, officers and directors, mar		
8. The names and business addresses		y, officers and directors, mar	FL State	s or general partners): 33487 Zip Code
8. The names and business addresses SBA TELECOMMUNICATIONS, LLC, Member	of the entity's representatives (secretary 5900 BROKEN SOUND PKWY, NW	y, officers and directors, mar	FL	33487
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SBA NETWORK SERVICES, LLC 5900 BROKEN SOUND PARKWAY BOCA RATON, FL 33487

ROCKDALE 2 (KY15745-S)

PROPOSED INSTALLATION 195' SELF SUPPORT TOWER



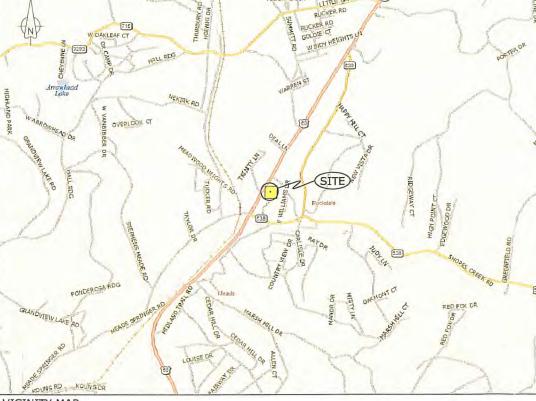
400 TRACY WAY, SUITE 200 CHARLESTON, WV 25311 (304) 345-6712 PHONE (304) 345-6714 FAX

SURVEYING

CONSULTANT TEAM



FOSTER PLAZA, SUITE #5 651 HOLIDAY DR. PITTSBURGH, PA 15220 (412) 928-4997 PHONE



VICINITY MAP

FROM CHARLESTON, WV: HEAD WEST ON I-64 W TOWARD HUNTINGTON, ENTERING KENTUCKY (63.5 MI). TAKE EXIT 185 FOR KY-180 TOWARD US-60/CANNONSBURG/ASHLAND (0.5 MI). TURN RIGHT ONTO KY-180 N (1.6 MI). CONTINUE ONTO US-60 E (2.8 MI) TURN RIGHT ONTO E WILLIAMS DR (N 38 25' 16.87", W 82* 42' 04.67") (197 FT). TURN RIGHT AND FOLLOW ACCESS ROAD TO SITE.

FROM BOYD COUNTY SEAT: HEAD SOUTH ON LOUISA ST TOWARD CS-1048 (0.2 MI). SLIGHT RIGHT ONTO OAKLAND AVE (0.6 MI). TAKE THE 3RD RIGHT ONTO 35TH ST (0.1 MI). TURN LEFT ONTO US-23 S/LOUISA ST (1.5 MI). TURN RIGHT ONTO KY-538 (463 FT). TURN LEFT TO STAY ON KY-538 (6.2 MI). TURN RIGHT ONTO E WILLIAMS DR (0.3 MI). ACCESS ROAD IS ON THE LEFT, FOLLOW TO TOWER SITE.

SITE NAME ROCKDALE 2

SITE NUMBER KY15745

SITE ADDRESS U.S. ROUTE 60 ASHLAND, KY 41102

PROPERTY OWNER JAMES A. & BETTY J. TACKETT 3405 TUFTS DRIVE CATLETTSBURG, KY 41129

SITE DATA NAD 83 LATITUDE- N38° 25' 13.268" NAD 83 LONGITUDE - W82° 42' 07.596" ELEVATION - 695.7±' PER 1A LETTER DATED APRIL 30,2014

LEASE AREA 10,000 SQUARE FEET

PROJECT DESCRIPTION

INSTALLATION OF 195' SELF SUPPORT TOWER WITHIN A 75' x 75' FENCED COMPOUND. NEW UTILITY RUNS TO SITE.

JURISDICTION BOYD COUNTY

CONTACTS

MEAD & HUNT CURTIS PAXTON (304) 345-6712 - OFFICE (304) 553-8103 - CELL

SHEET T-1 TITLE SHEET SHEET L-1

LEASE MAP SHEET R-1RADIUS MAP SHEET C-1PAVEMENT DEMO PLAN SHEET C-2PROPOSED SITE PLAN

SHEET C-3ACCESS ROAD PLAN SHEET UTILITY SERVICE PLAN (TOWER SITE) SHEET GROUNDING PLAN (TOWER SITE) C-5

SHEET C-6 TOWER ELEVATION SHEET C-7SHELTER FOUNDATION DETAILS (AT&T) SHELTER DETAILS (AT&T) SHEET C-8

SHEET C-9 ELECTRICAL NOTES (AT&T) SHEET C - 10UTILITY SERVICE PLAN (AT&T) SHEET C-11 SINGLE LINE DIAGRAM (AT&T) GROUNDING PLAN (AT&T)

SHEET D-1 THRU 5 MISCELLANEOUS DETAILS ICEBRIDGE & GROUNDING SHEET D-6 DETAILS (AT&T)

GROUNDING DETAILS (AT&T) SHEET D-7 SHEET D-8 ANTENNA SCHEMATICS (AT&T) ANTENNA DETAILS (AT&T) SHEET D-9 LTE SYSTEM DIAGRAM (AT&T) SHEET D-10

LTE FIBER TRUNK CONNECTION (AT&T) SHEET D-11 COAX COLOR CODING (AT&T) SHEET D-12 SHEET D-13 GENERAL NOTES (AT&T)

SHEET INDEX

POLICE/FIRE/RESCUE

ELECTRIC POWER AEP CONTACT: CUSTOMER SERVICE PHONE#: 800-277-2177

TELEPHONE

024-04-00-001.00 REVISION/ISSUE NO. ISSUE FOR COMMENT

SITE NAME:

SITE NUMBER:

SITE ADDRESS:

PROPERTY OWNER:

AREA:

COUNTY:

DISTRICT:

KY15745

U.S. ROUTE 60

ASHLAND, KY 41102

3405 TUFTS DRIVE CATLETTSBURG, KY 41129

SUMMIT IRONSVILLE

BOYD

DATE

04/30/14

LEASE AREA = 10,000 SQ. FT

JAMES A. & BETTY J. TACKETT

REISSUE FOR COMMENT 06/09/14 ISSUE FOR CONSTRUCTION 09/17/14



Mead

400 TRACY WAY, SUITE 200 CHARLESTON, WV 25311 (304) 345-6712 PHONE (304) 345-6714 FAX

PROJECT # R4022700-140918.01

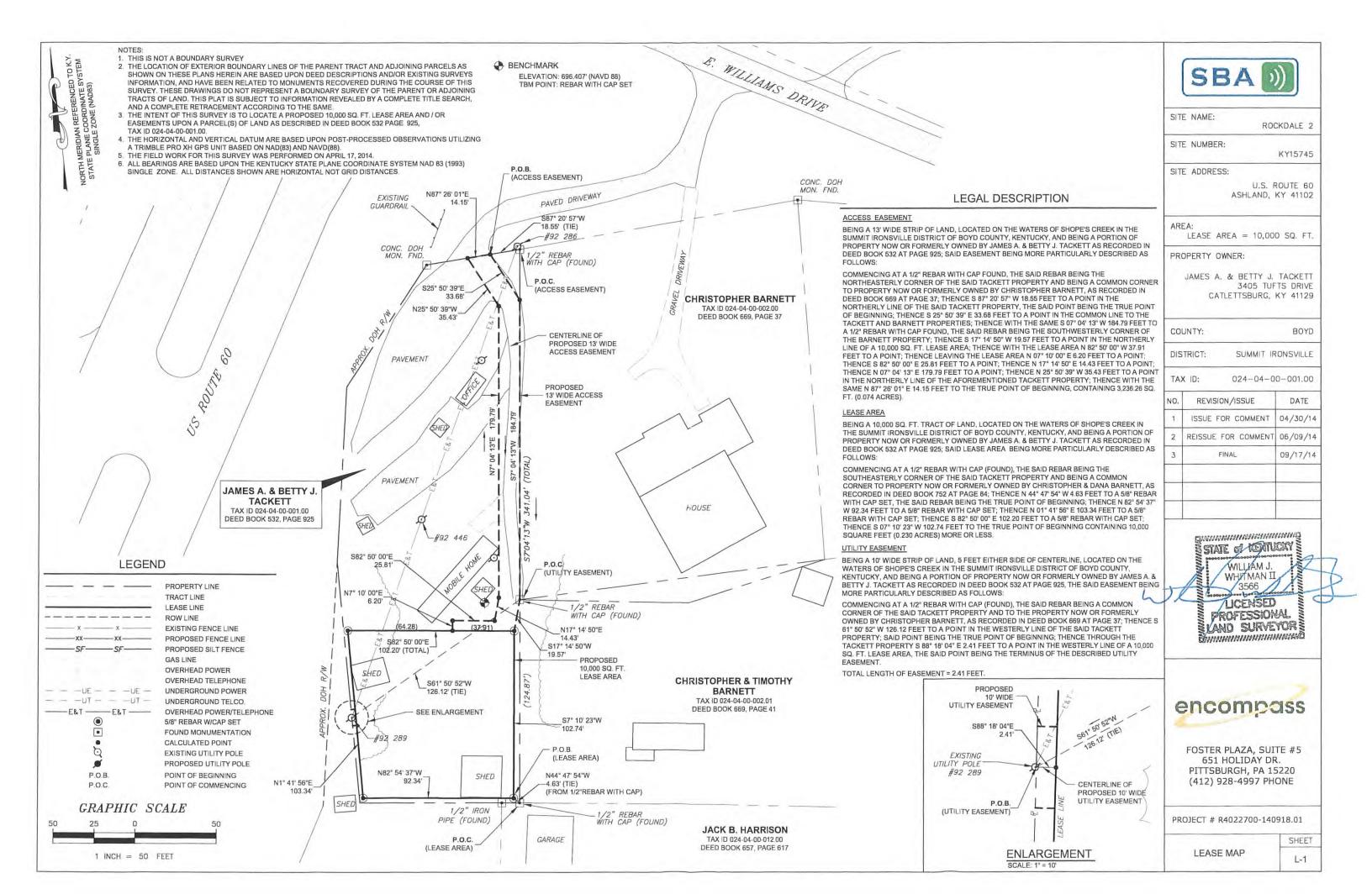
TITLE SHEET

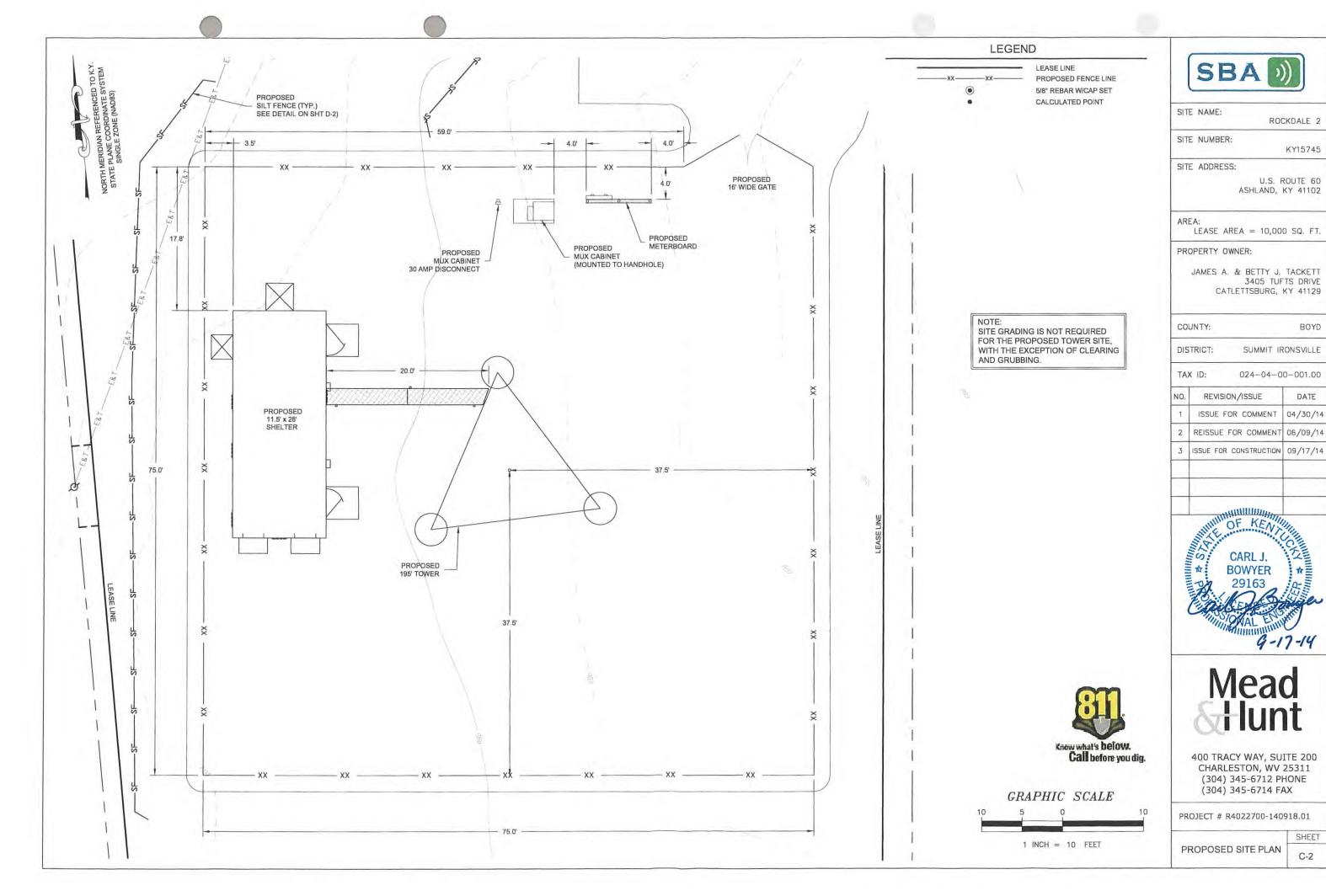
SHEET T-1

DIRECTIONS TO SITE

PROJECT INFORMATION

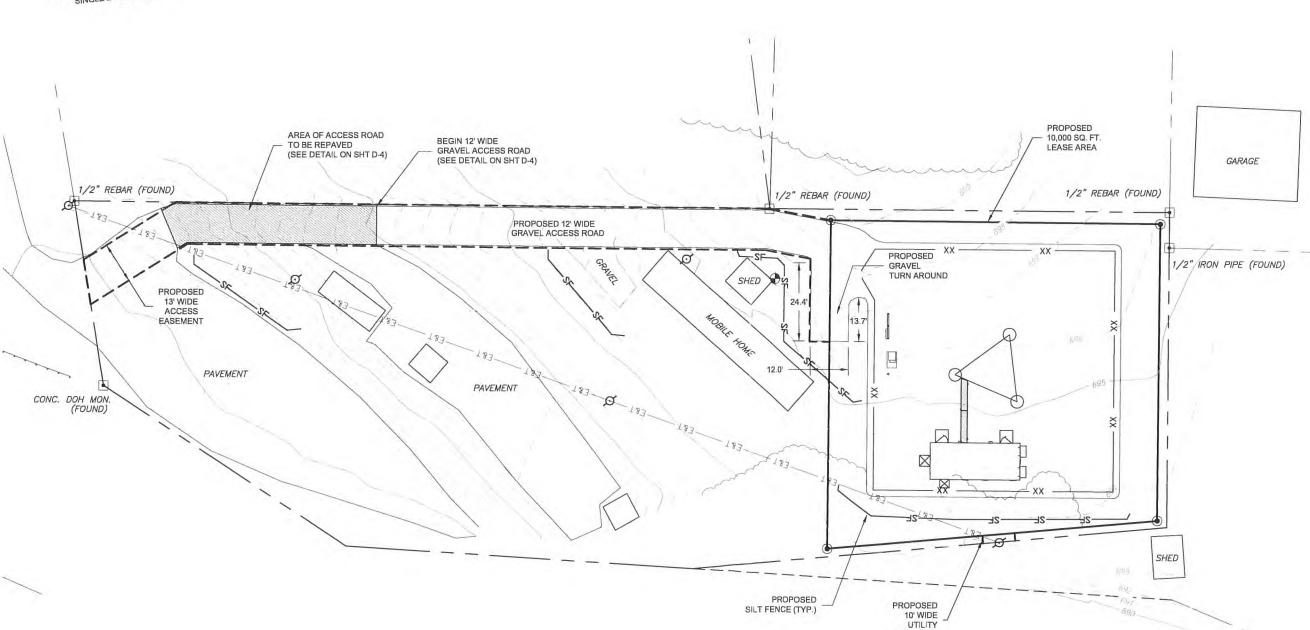
EMERGENCY AND UTILITY CONTACTS



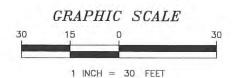




NORTH MERIDIAN REFERENCED TO K.Y. STATE PLANE COORDINATE SYSTEM SINGLE ZONE (NAD83)



EASEMENT







SITE NAME:

LEGEND

LEASE LINE PROPOSED FENCE LINE 5/8" REBAR W/CAP SET CALCULATED POINT

ROCKDALE 2

KY15745

SITE NUMBER:

To the second second

SITE ADDRESS:

U.S. ROUTE 60 ASHLAND, KY 41102

AREA:

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER:

JAMES A. & BETTY J. TACKETT 3405 TUFTS DRIVE CATLETTSBURG, KY 41129

COUNTY:

SUMMIT IRONSVILLE

BOYD

DISTRICT:

024-04-00-001.00

NO. REVISION/ISSUE DATE

1 ISSUE FOR COMMENT 04/30/14

2 REISSUE FOR COMMENT 06/09/14

3 ISSUE FOR CONSTRUCTION 09/17/14

CARL J.
BOWYER
29163
29163

Mead

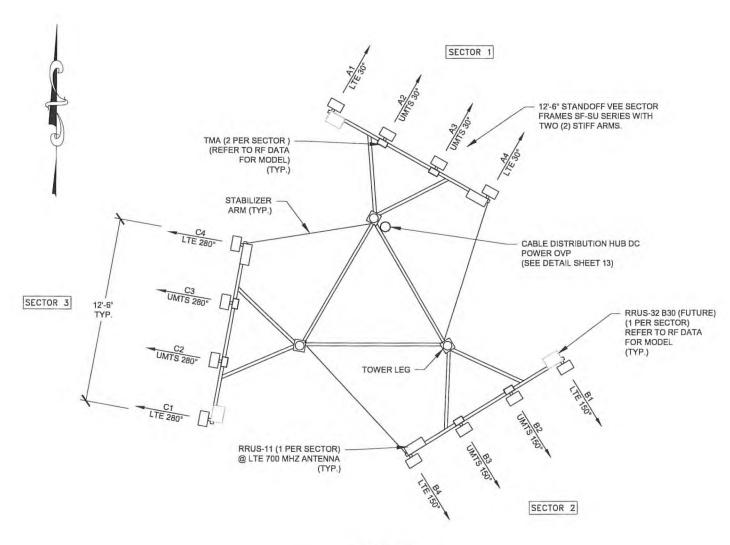
400 TRACY WAY, SUITE 200 CHARLESTON, WV 25311 (304) 345-6712 PHONE (304) 345-6714 FAX

PROJECT # R4022700-140918.01

ACCESS ROAD PLAN

SHEET C-3

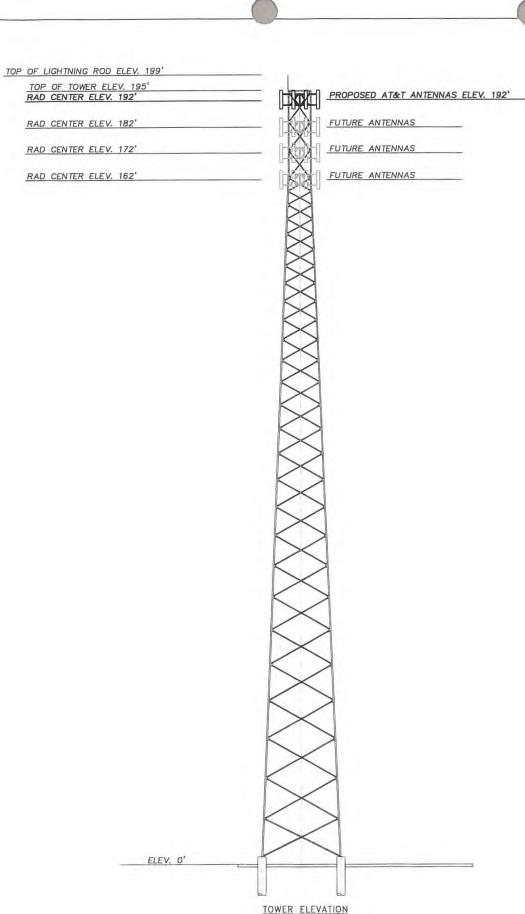




PLAN VIEW TOWER MOUNTING DETAIL FOUR ANTENNA PER SECTOR WITH STANDOFF HORIZONTAL SEPARATION CONFIGURATION

NOTES:

- 1. THE TOWER AND TOWER FOUNDATION HAS BEEN DESIGNED BY OTHERS.
- SUBCONTRACTOR SHALL COORDINATE RF WORK AND PROCEDURES WITH CONTRACTOR.
- 3. THE CONTRACTOR TO VERIFY THE COAX AND CABLE LADDER PLACEMENT WITH A REPRESENTATIVE OF THE OWNER.
- 4. ALL COAX LINES TO BE DOUBLED STACKED. SUBCONTRACTOR SHALL FURNISH AND INSTALL CABLE LADDER RACK, CABLE TRAY, AND CONDUIT AS REQUIRED TO SUPPORT CABLES TO THE NEW BTS LOCATION.
- COLLOCATION SHALL BE IN STRICT ACCORDANCE WITH THE TOWER DESIGN AND/OR CURRENT STRUCTURAL ANALYSIS PERFORMED BY OTHERS.
- SUBCONTRACTOR SHALL FIELD VERIFY SCOPE OF WORK, AT&T ANTENNA PLATFORM LOCATION AND ANTENNAS TO BE REPLACED. THE CONTRACTOR TO VERIFY ANTENNA INFORMATION 48 HOURS PRIOR TO INSTALLING.
- THIS DRAWING IS FOR GENERAL INFORMATION AND ILLUSTRATIVE PURPOSES ONLY.
- PROPOSED TOWER MODIFICATIONS MUST BE COMPLETE PRIOR TO ANY TOWER WORK BEING PERFORMED.



N. T. S.



SITE NAME:

ROCKDALE 2

KY15745

SITE NUMBER:

SITE ADDRESS:

7, 2, 22,

U.S. ROUTE 60 ASHLAND, KY 41102

AREA:

LEASE AREA = 10,000 SQ. FT.

PROPERTY OWNER:

JAMES A. & BETTY J. TACKETT 3405 TUFTS DRIVE CATLETTSBURG, KY 41129

COUNTY:

BOYD

DISTRICT:

SUMMIT IRONSVILLE

TAX ID: 024-04-00-001.00

NO. REVISION/ISSUE DATE

1 ISSUE FOR COMMENT 04/30/14

2 REISSUE FOR COMMENT 06/09/14

3 ISSUE FOR CONSTRUCTION 09/17/14

FOR ILLUSTRATIVE
PURPOSES ONLYREFER TO
MANUFACTURERS
APPROVED
SHELTER
DRAWINGS



400 TRACY WAY, SUITE 200 CHARLESTON, WV 25311 (304) 345-6712 PHONE (304) 345-6714 FAX

PROJECT # R4022700-140918.01

TOWER ELEVATION

ELEVATION

SHEET C-6





Structural Design Report

195' S3TL Series HD1 Self-Supporting Tower Site: Rockdale 2, KY Site Number: KY15745-S

Prepared for: SBA NETWORK SERVICES INC by: Sabre Towers & Poles TM

Job Number: 106856

July 3, 2014

Tower Profile	1
Foundation Design Summary	2
Maximum Leg Loads	3
Maximum Diagonal Loads	4
Maximum Foundation Loads	5
Calculations	6-13



		В					195
A		NONE				829	180'
00E. X C	L2X2X114	В		ū		91	180
3.500 OD X .300					11 @ 5'	1516	45
5.563 OD X .258	15		.8	7.		1843	160'
_	L21/2 X 2 1/2 X 3/16		(1) 5/8"				140'
5.563 OD X .375	L21/2X			å		2211	
							120'
5.563 OD X .500	91			11,	9 @ 6.6667"	3017	
	L3X3X3/16					H	100'
8.625 OD X .322	7	NONE		13,		3211	
							80'
	12 X 1/4			15,		4394	
	L 3 1/2 X 3 1/2 X 1/4						60'
.500	La		(1) 3/4"	17.		4518	
8.625 OD X .500					B @ 10'		40'
7	1/4			19,		4864	
	L4X4X1/4						20'
				21.		5073	
				dth	Height	H.	0' -

Designed Appurtenance Loading

Elev	Description	Tx-Line
195	(1) 250 sq.ft. (no ice) 280 sq.ft. (ice)	(24) 1 5/8"
185	(1) 200 sq.ft. (no ice) 225 sq.ft. (ice)	(12) 1 5/8"
175	(1) 200 sq.ft. (no ice) 225 sq.ft. (ice)	(12) 1 5/8"
160	(3) Leg Dish Mount	
160	(3) 8' Solid Dishes w/ Radome	(3) 1 5/8"

Base Reactions

Total Fo	undation	Individual	Footing
Shear (kips)	70.87	Shear (kips)	42.9
Axial (kips)	169.49	Compression (kips)	468
Moment (ft-kips)	8992	Uplift (kips)	414
Torsion (ft-kips)	-30.27		

Material List

Display	Value				
Α	2.375 OD X .218				
В	L 2 X 2 X 1/4				

Notes

- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 1/2" dia. F1554 grade 105 anchor bolts per leg. Minimum 58" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) No grout is required under the base plates.

Sabre Industries Towers and Poles

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

Job:

Customer SBA NETWORK SERVICES INC Site Name: Rockdale 2, KY KY15745-S

195' S3TL

Date: 7/3/2014 By: TTW

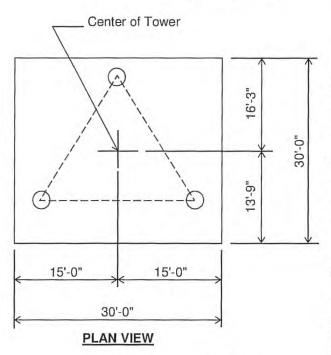


No.: 106856

Date: 7/3/14 By: TTW

Customer: SBA NETWORK SERVICES INC Site: Rockdale 2, KY KY15745-S

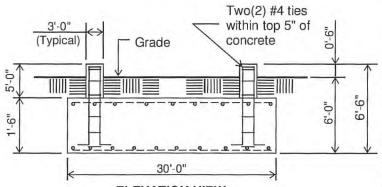
195 ft. Model S3TL Series HD1 Self Supporting Tower At
90 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.
Antenna Loading per Page 1



Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-05.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by Tower Engineering Professionals, Project No. 55070.20150, dated June 30, 2014.
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:
 Factored download (kips) = 63.14
 Factored overturn (kip-ft) = 8992.05
 Factored shear (kips) = 70.87
 8). This is a design drawing only. Plea
- 8). This is a design drawing only. Please see final construction drawings for all installation details.

	installation details.
	Rebar Schedule per Mat and per Pier
Pier	(14) #8 vertical rebar w/hooks at bottom w/#4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(52) #8 horizontal rebar evenly spaced each way top and bottom. (208 total)



ELEVATION VIEW

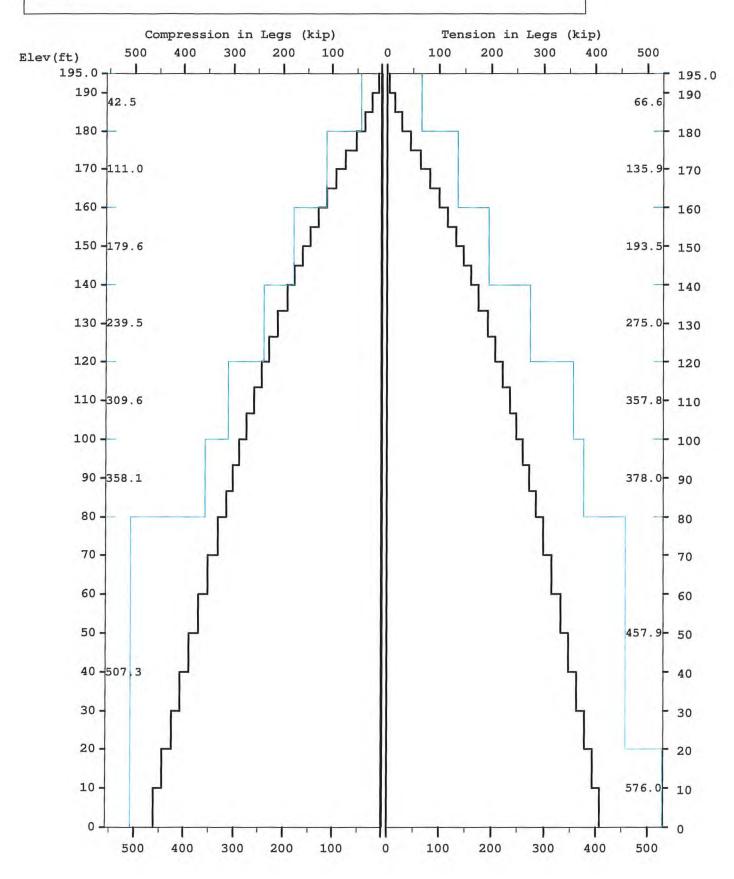
(53.93 Cu. Yds.) (1 REQD.; NOT TO SCALE)

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

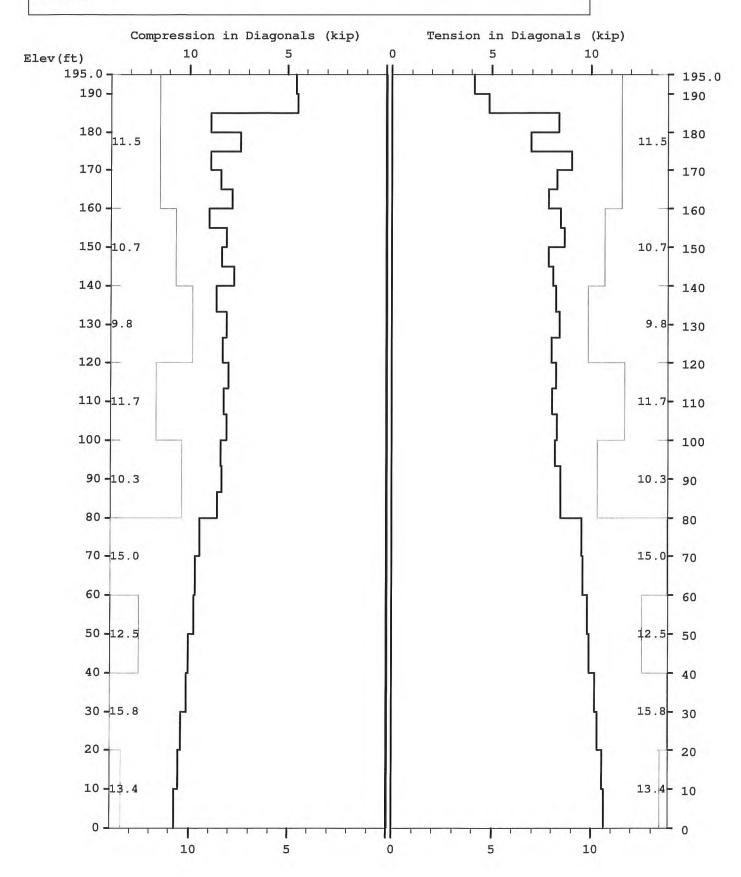
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DrawResults Copyright (C) Guymas Inc. 2010 Phone: (416) 736-745 Licensed to: Sabre Towers and Poles





Maximum

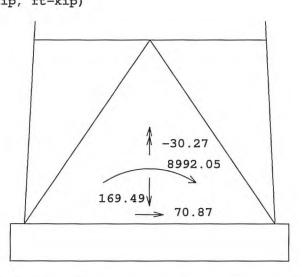


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Maximum

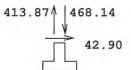
9:17:32

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)





106856.txt

Latticed Tower Analysis (Unguyed) Processed under license at:

(c)2012 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 1 jul 2014 at: 9:17:32

MAST GEOMETRY (ft)

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

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE LE	180.00 160.00	195.00 180.00	1.477 3.016	0.766 0.766	29000. 29000.	0.0000116 0.0000116
LE	140.00	160.00	4.299	0.766	29000.	0.0000116
LE	120.00	140.00	6.111	0.766	29000.	0.0000116
LE	100.00	120.00	7.952	0.766	29000.	0.0000116
LE	80.00	100.00	8.399	0.766	29000.	0.0000116
LE	0.00	80.00	12.763	0.766	29000.	0.0000116
DI	160.00	195.00	0.938	0.609	29000.	0.0000116
DI	120.00	160.00	0.902	0.609	29000.	0.0000116
DI	80.00	120.00	1.090	0.609	29000.	0.0000116
DI	40.00	80.00	1.688	0.609	29000.	0.0000116
DI	0.00	40.00	1.938	0.609	29000.	0.0000116
НО	190.00	195.00	0.938	0.609	29000.	0.0000116
HO	175.00	180.00	0.938	0.609	29000	0.0000116

EACTORED MEMBER RESISTANCES

PACTORED	MEMBER	VESTS I WINCES	

воттом	TOP	L	EGS	DIA	GONALS	HORIZ	ZONTALS	INT	BRACING
ELEV	ELEV	COMP	TENS	COMP	TENS	COMP	TENS	COMP	TENS
ft	ft	kip	kip	kip	kip	kip	kip	kip	kip
190.0	195.0	42.53	66.60	11.51	11.51	10.95	10.95	0.00	0.00
180.0	190.0	42.53	66.60	11.51	11.51	0.00	0.00	0.00	0.00
175.0	180.0	110.98	135.90	11.51	11.51	10.95	10.95	0.00	0.00
160.0	175.0	110.98	135.90	11.51	11.51	0.00	0.00	0.00	0.00
140.0	160.0	179.61	193.50	10.67	10.67	0.00	0.00	0.00	0.00
120.0	140.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
100.0	120.0	309.64	357.75	11.69	11.69	0.00	0.00	0.00	0.00
80.0	100.0	358.08	378.00	10.34	10.34	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	15.01	15.01	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
20.0	40.0	507.33	457.90	15.77	15.77	0.00	0.00	0.00	0.00
0.0	20.0	507.33	576.00	13.43	13.43	0.00	0.00	0.00	0.00

90 mph wind with no ice. Wind Azimuth: 0€

MAST LOADING

^{*} Only 3 condition(s) shown in full

106856.txt

=====	======							
LOAD TYPE	ELEV ft	APPLYLC RADIUS ft	AZI		FORCE HORIZ kip	ES DOWN kip	MOM VERTICAL ft-kip	ENTS TORSNAL ft-kip
C C	195.0 185.0 175.0	0.00 0.00 0.00	0.0 0.0 0.0	0.0 0.0 0.0	8.73 6.91 6.83	6.60 3.72 3.72	0.00 0.00 0.00	0.00 0.00 0.00
000000000000000000000000000000000000000	195.0 190.0 190.0 185.0 185.0 180.0 175.0 160.0 140.0 120.0 120.0 120.0 100.0 80.0 80.0 80.0 40.0 40.0 20.0 20.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	42.0 42.0 42.0 42.0 76.5 77.8 77.8 70.5 104.7 87.6 90.5 84.1 78.2 75.5 76.8 73.6 74.4 72.1 70.8 71.8 71.8 71.8 71.8 71.8 71.8		0.23 0.24 0.24 0.24 0.23 0.23	0.10 0.09 0.09 0.11 0.11 0.14 0.15 0.17 0.18 0.20 0.23 0.24 0.25 0.31 0.32 0.32 0.34 0.35 0.35	0.08 0.10 0.09 0.11 0.11	0.11 0.11 0.11 0.13 0.13 0.12 0.13 0.12 0.08 0.07 0.09 0.08 0.09 0.10 0.10 0.10 0.10
	NA LOAD							
TYPE	ELI	NA EV AZI ft	ATTA RAD ft	CHMENT AZI	AXIAL kip		NA FORCES. GRAVITY kip	TORSION ft-kip
STD+R STD+R STD+R	160	.0 0.0	5.5 5.5 5.5	120.0 0.0 240.0	-0.28 1.45 -0.28	-0.58 0.00 0.58	0.40 0.40 0.40	-2.12 0.00 2.12
	ESS PRI							
		FOR THIS	ER FOU	IG INDN IADS	ALL DISPL	AXIMUMS MEMBER FORCES	FOUNDN	
	no y	yes ye	s y	es	no no	no	no	

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

MAST LOADING

LOAD	ELEV	APPLYLO	ADAT	LOAD	FORCE	S	MOMI	ENTS
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	195.0	0.00	0.0	0.0	8.73	4.95	0.00	0.00
C	185.0	0.00	0.0	0.0	6.91	2.79	0.00	0.00
č	175.0	0.00	0.0	0.0	6.83	2.79	0.00	0.00
D	195.0	0.00	42.0	0.0	0.14	0.07	0.05	0.11
D	185.0	0.00	42.0	0.0	0.13	0.07	0.05	0.11
D	185.0	0.00	76.5	0.0	0.17	0.08	0.05	0.13
D	180.0	0.00	76.5	0.0	0.17	0.08	0.05	0.13
D	180.0	0.00	77.8	0.0	0.18	0.10	0.05	0.12
D	175.0	0.00	77.8	0.0	0.18	0.10	0.05	0.12
D	175.0	0.00	100.5	0.0	0.18	0.11	0.05	0.13

30 mph wind with 0.75 ice. Wind Azimuth: 0\$

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLC RADIUS ft	ADAT	LOAD AZI	FORCI HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	TORSNAL ft-kip
C C	195.0 185.0 175.0	0.00 0.00 0.00	0.0 0.0 0.0	0.0 0.0 0.0	1.13 0.91 0.89	20.93 12.27 12.23	0.00 0.00 0.00	0.00 0.00 0.00
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	195.0 190.0 185.0 185.0 180.0 175.0 170.0 170.0 165.0 160.0 150.0 145.0 140.0 140.0 145.0 140.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	42.0 42.0 42.0 85.8 87.1 87.1 100.5 102.6 104.7 104.7 82.5 83.5 84.4 85.2 78.1 79.0 79.8 79.8		0.02 0.02 0.01 0.01 0.02 0.02 0.02 0.02	0.32 0.28 0.28 0.36 0.43 0.43 0.43 0.43 0.44 0.52 0.53 0.55 0.55 0.55 0.55 0.55	0.24 0.24 0.24 0.22 0.22 0.21 0.25 0.25 0.24 0.22 0.17 0.16 0.15 0.15 0.14 0.14 0.21 0.20 0.20 0.20	0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.01

	120.0 113.3 113.3 106.7 106.7 100.0 100.0 80.0 80.0 70.0 70.0 60.0 60.0 40.0 20.0 20.0 20.0 10.0		75.1 75.7 76.3 76.3 76.3 71.4 71.9 70.1 69.2 68.4 68.5 68.5		0.03 0.03 0.03 0.03 0.03 0.03 0.02 0.02	106856.txt 0.60 0.60 0.61 0.61 0.62 0.62 0.64 0.66 0.70 0.70 0.70 0.70 0.77 0.77 0.84 0.84	0.25 0.25 0.24 0.22 0.22 0.29 0.27 0.33 0.31 0.37 0.35 0.41 0.51 0.61	0.01 0.01 0.01 0.01 0.01 0.01 0.01 0.01
	ANTENNA. ELEV	AZI	RAD	CHMENT	AXIAL	SHEAR	A FORCES GRAVITY	TORSION
	ft		ft		kip	kip	kip	ft-kip
STD+R STD+R STD+R	160.0 160.0 160.0	120.0 0.0 240.0	5.5 5.5 5.5	120.0 0.0 240.0	-0.02 0.11 -0.02	-0.04 0.00 0.04	1.51 1.51 1.51	$^{-0.16}_{0.00}$
	ESS PRINTI							
	ADS DISP	OR THIS L MEMBE FORCE	R FOU	G NDN ADS	ALL DIS	MAXIMUMS PL MEMBER FORCES	FOUNDN LOADS	
1	no yes	yes	У	es	no n	no no	no	

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	DEFL	ECTIONS (f	t) DOWN	TILTS NORTH	(DEG) EAST	TWIST DEG
195.0 190.0 185.0 180.0 175.0 160.0 165.0 160.0 145.0 140.0 133.3 106.7 120.0 113.3 106.7 100.0 93.3 86.7 80.0 60.0 50.0 40.0 30.0 20.0 10.0	2.095 G 1.956 G 1.823 G 1.695 G	-2.240 D -2.103 D -1.968 D -1.836 D -1.711 D -1.590 D -1.474 D -1.366 D -1.263 D -1.166 D -1.075 D -0.990 D -0.884 D -0.697 D -0.616 D -0.540 D -0.407 D -0.350 D -0.231 D -0.173 D -0.124 D -0.173 D -0.124 D -0.082 D -0.082 D -0.008 D -0.008 D -0.008 D -0.000 A	0.029 e 0.028 e 0.027 e 0.026 e 0.025 e 0.024 e 0.023 e 0.021 e 0.020 e 0.019 e 0.018 d 0.017 e 0.016 d 0.015 e 0.014 d 0.015 e 0.014 d 0.015 e 0.010 d 0.015 e 0.001 d 0.010 e 0.000 d 0.000 e	1.641 G 1.630 G 1.592 G 1.521 G 1.471 G 1.408 G 1.331 G 1.246 G 1.114 G 1.042 G 0.968 G 0.825 G 0.751 G 0.694 G 0.580 G 0.525 G 0.472 G 0.472 G 0.472 G 0.472 G 0.525 G 0.472 G 0.525 G 0.472 G 0.311 G 0.259 G 0.259 G 0.259 G 0.155 G 0.103 G 0.000 A	-1.557 D -1.546 D -1.509 D -1.441 D -1.392 D -1.332 D -1.258 D -1.176 D -1.115 D -0.982 D -0.911 D -0.843 D -0.774 D -0.705 D -0.651 D -0.651 D -0.597 D -0.542 D -0.441 D -0.390 D -0.340 D -0.290 D -0.241 D -0.192 D -0.144 D -0.192 D -0.144 D -0.096 D -0.047 D -0.000 A	-0.117 R -0.116 F -0.113 F -0.110 F -0.100 F -0.096 F -0.091 F -0.082 F -0.077 F -0.062 F -0.052 F -0.052 F -0.052 F -0.054 F -0.054 F -0.030 F -0.034 F -0.030 F -0.026 F -0.026 F -0.027 F -0.030 F

MAXIMUM ANTENNA AND REFLECTOR ROTATIONS:

ELEV	AZI	TYPE	В	106856.txtBEAM DEFLECTIONS (deg)					
ft	deg		PITCH	YAW	ROLL	TOTAL			
160.0		STD+R	-1.253 F 1.176 D	0.097 F 0.103 F	-1.186 C -1.246 G	1.256 F 1.178 D			
160.0 160.0		STD+R STD+R	-1.195 B	0.091 F	-1.229 K	1.195 B			

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
195.0	2 47		1.59 K	0.00 A
190.0	3.47 M	4.12 N	0.07 E	0.00 A
185.0	14.32 M	4.89 B	0.12 Y	0.00 A
180.0	27.65 M	8.37 M	2.94 A	0.00 A
175.0	45.33 M	6.97 M	0.21 A	0.00 A
170.0	63.54 M	9.02 B	0.09 A	0.00 A
165.0	82.43 M	8.26 N	0.25 A	0.00 A
160.0	99.40 M	7.85 B	0.05 M	0.00 A
155.0	115.42 M	8.44 N	0.19 A	0.00 A
150.0	131.46 M	8.64 в	0.09 A	0.00 A
145.0	146.38 M	7.86 N	0.17 A	0.00 A
140.0	160.22 M	8.10 в	0.09 A	0.00 A
133.3	175.26 M	8.23 X	0.14 A	0.00 A
	191.43 M	8.39 L	0.10 A	0.00 A
126.7	206.58 M	8.02 X	0.10 A	0.00 A
120.0	220.94 M	8.23 L	0.06 A	0.00 A
113.3	234.56 M	8.03 X		0.00 A
106.7	247.68 M	8.26 L	0.10 A	
100.0	260.33 M	8.19 X	0.06 A	0.00 A
93.3	272.61 M	8.44 L	0.11 A	0.00 A
86.7	284.58 M	8.45 X	0.06 A	0.00 A
80.0	298.93 M	9.53 F	0.10 A	0.00 A
70.0	315.76 M	9.56 X	0.08 A	0.00 A
60.0	332.03 M	9.81 L	0.09 A	0.00 A
50.0	347.88 M	9.90 x	0.08 A	0.00 A
40.0	363.28 M	10.17 F	0.08 A	0.00 A
30.0	378.35 M	10.31 X	0.07 A	0.00 A
20.0	393.07 M	10.56 F	0.01 A	0.00 A
10.0	407.39 M	10.64 X	0.07 A	0.00 A
0.0		10.04 /	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV	LEGS	DIAG	HORIZ	BRACE
195.0		-4.58 B	-1.27 Q	0.00 A

			111	
190.0			-0.04 W	0.00 A
185.0	-19.28 G	-4.48 N	-0.06 S	0.00 A
180.0	-33.92 G	-8.92 G	-2.57 S	0.00 A
175.0	-52.33 G	-7.38 G	-0.15 5	0.00 A
170.0	-73.96 G	-8.89 N	-0.08 S	0.00 A
165.0	-93.13 G	-8.39 B	-0.19 5	0.00 A
160.0	-110.92 G	-7.83 N	-0.07 F	0.00 A
	-127.98 G	-8.98 B	-0.14 S	0.00 A
155.0	-146.26 G	-8.10 N	-0.10 G	0.00 A
150.0	-161.29 G	-8.36 в	-0.13 S	0.00 A
145.0	-177.05 G	-7.73 T		0.00 A
140.0	-192.61 G	-8.63 L	-0.10 S	
133.3	-210.97 G	-8.11 X	-0.11 S	0.00 A
126.7	-226.99 G	-8.30 L	-0.10 S	0.00 A
120.0	-243.31 G	-8.02 X	-0.10 S	0.00 A
113.3	-258.12 G	-8.25 L	-0.06 5	0.00 A
106.7	-273.12 G	-8.11 X	-0.08 S	0.00 A
100.0	-287.08 G	-8.37 L	-0.06 S	0.00 A
93.3	-301.20 G	-8.33 X	-0.10 S	0.00 A
86.7	-314.60 G	-8.59 L	-0.05 S	0.00 A
80.0	-331.33 G	-9.46 L	-0.09 S	0.00 A
70.0	-350.78 G	-9.70 L	-0.08 5	0.00 A
60.0	-370.06 G	-9.77 L	-0.08 S	0.00 A
50.0		-10.02 L	-0.07 S	0.00 A
40.0	-388.63 G		-0.07 S	0.00 A
30.0	-407.06 G	-10.14 L	-0.06 S	0.00 A
20.0	-425.02 G	-10.42 L	-0.01 S	0.00 A
10.0	-442.86 G	-10.53 L	-0.06 S	0.00 A
0.0	-460.13 G	-10.75 F	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	LOADC	OMPONENTS		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
42.90 G	36.93 K	468.14 G	-413.87 M	42.90 G

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

HORIZONTAL			DOWNOVERTURNING	DOWNOVERTURNING					DOWNOVERTURNING	OVERTURNING			TORSION
NORTH	EAST	TOTAL 330.2		NORTH	EAST	@ 330.2							
70.1 S	-64.1 D	70.9 F	169.5 e	8905.4 G	-8260.4 D	8992.0 F	-30.3 F						

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 195' S3TL Series HD1

Customer SBA NETWORK SERVICES INC

Project Number 106856 Date 7/3/2014

Engineer TTW

Overall Loads:			
Factored Moment (ft-kips)	8992.05	Anchor Bolt Count (per leg)	6
Factored Axial (kips)	63.14		
Factored Shear (kips)	70.87		
Individual Leg Loads:		Tower eccentric from mat (ft)	= 1.25
Factored Uplift (kips)	414		
Factored Download (kips)	468		
Factored Shear (kips)	43	_	
Width of Tower (ft)	23	7	
Ultimate Bearing Pressure	17.0		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	12.75	Max. Factored Net Bearing Pressure (ksf)	4.90
Water Table Below Grade (ft)	999		
Width of Mat (ft)	30	Minimum Mat Width (ft)	29.72
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	6		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top			
of Bottom Threads (in)	58		
Diameter of Pier (ft)	3	Minimum Pier Diameter (ft)	2.60
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	2.66
Ht. of Pier Below Ground (ft)	4.5		
Quantity of Bars in Mat	52		
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in2)	40.84		
Spacing of Bars in Mat (in)	6.92	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	14	• • • • • • • • • • • • • • • • • • • •	
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in ²)	11.00	Minimum Pier A _s (in ²)	5.09
Spacing of Bars in Pier (in)	6.28	Recommended Spacing (in)	6 to 12
f'c (ksi)	4.5		January 1997
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.115		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd3)	53.93		

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way \$	Shear:
------------	--------

Average d (in)	14		
φV _c (kips)	478.5	V _u (kips)	468.0
$\phi V_c = \phi (2 + 4/\beta_c) f'_c^{1/2} b_o d$	717.7		
$\phi V_c = \phi(\alpha_s d/b_o + 2) f'_c^{1/2} b_o d$	686.3		
$\phi V_c = \phi 4 f'_c^{1/2} b_o d$	478.5		
Shear perimeter, bo (in)	149.84		
β_c	1		
Stability			

Stability:

Overturning Design Strength (ft-k)	9672.6	Factored Overturning Moment (ft-k)	9452.7
One-Way Shear:			
φV _c (kips)	574.8	V _u (kips)	535.3
Pier Design:			
Design Tensile Strength (kips)	593.8	Tu (kips)	414.0
φV _n (kips)	70.1	V _u (kips)	43.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c^{1/2}b_wd$	22.1		
V _s (kips)	56.5	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	278.2
Maximum Spacing (in)	13.01	(Only if Shear Ties are Required)	-
Actual Hook Development (in)	13.00	Req'd Hook Development Idh (in)	12.52
		*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Polt Pull Out			

Anchor Bolt Pull-Out.			
$\phi P_c = \phi \lambda (2/3) f'_c^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	153.4	P _u (kips)	414.0
Pier Rebar Development Length (in)	47.63	Required Length of Development (in)	31.18
Flexure in Slab:			
φM _n (ft-kips)	2409.4	M _u (ft-kips)	2350.8

φM _n (ft-kips)	2409.4	
a (in)	1.78	
Steel Ratio	0.00810	
β_1	0.825	
Maximum Steel Ratio (.75pb)	0.0233	
Minimum Steel Ratio	0.0018	
Rebar Development in Pad (in)	177.00	

Required Development in Pad (in)	138.62

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear	1
Overturning	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1
One-Way Shear	1
Hook Development	1
Minimum Mat Depth	1



April 28, 2014

Mauricio Agredo SBA Communications Corporation 5900 Broken Sound Parkway NW Boca Raton, FL 33487-2797

RE: Proposed 195' Self-supporting tower for KY15745-S Rockdale 2, KY

Dear Mauricio Agredo,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 90 mph with no ice and 30 mph with 3/4" radial ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

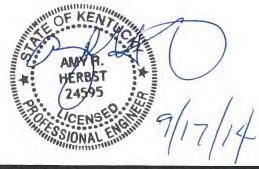
When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

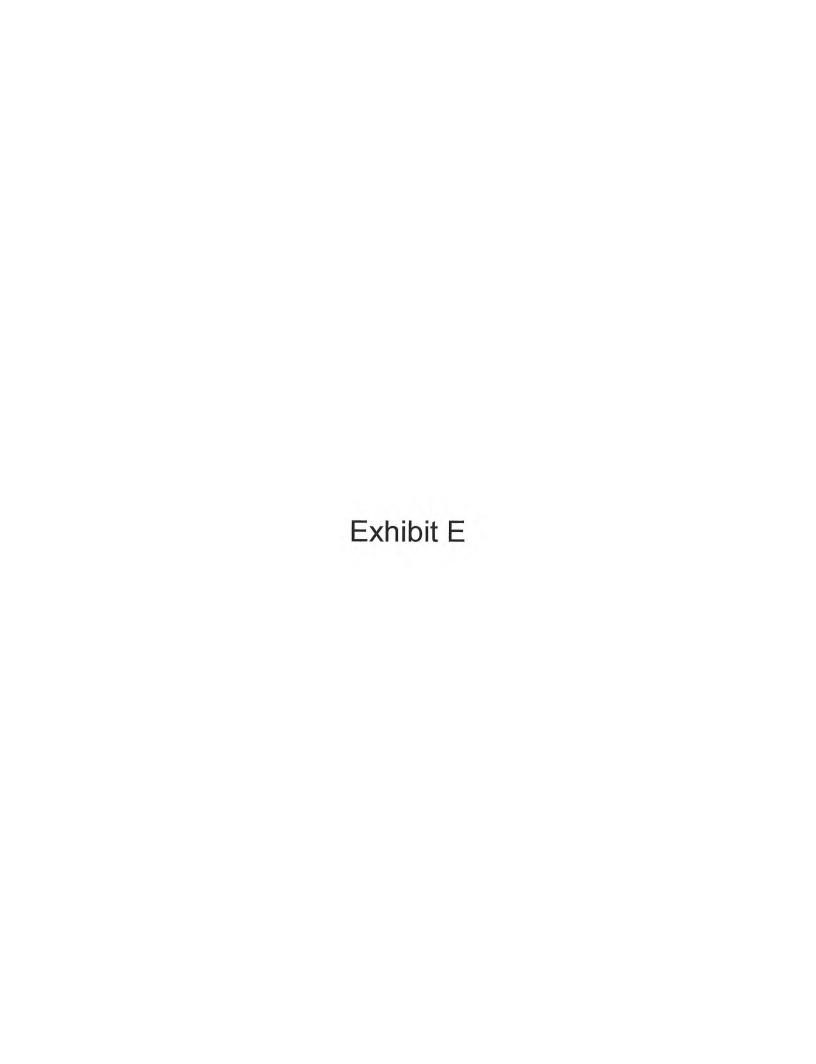
Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles*. In the unlikely event of total separation, this, in turn, would result in collapse within a radius equal to 50 feet.

Sincerely,

Amy R. Herbst, P.E. Senior Design Engineer





Date: September 18, 2014

Mauricio Agredo SBA Towers, Inc. 5900 Broken Sound Parkway, NW Boca Raton, FL 33487 Office: (561) 226-9328 Tower Engineering Professionals, Inc. 3703 Junction Boulevard Raleigh, NC 27603 (919) 661-6351

Geotech@tepgroup.net

Subject: Subsurface Exploration Report

SBA Designation: Site Number: KY15745-S Site Name: Rockdale KY

Engineering Firm Designation: TEP Project Number: 55070.20150

Site Data: East Williams Drive, Ashland, KY 41102 (Boyd County)

Latitude N38°25' 12.83", Longitude W82°42' 8.17"

195 Foot - Proposed Self Supporting Tower

Dear Mr. Agredo,

Tower Engineering Professionals, Inc. is pleased to submit this "Subsurface Exploration Report" to evaluate subsurface conditions in the tower area as they pertain to providing support for the tower foundation.

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. The conclusions in this report are based on the applicable standards of TEP's practice in this geographic area at the time this report was prepared. No other warranty, express or implied, is made.

TEP assumes the current ground surface elevation; tower location and subsequent centerlines provided are correct and are consistent with the elevation and centerlines to be used for construction of the structure. Should the ground surface elevation be altered and/or the tower location be moved or shifted TEP should be contacted to determine if additional borings are necessary.

The analyses and recommendations submitted herein are based, in part, upon the data obtained from the subsurface exploration. The soil conditions may vary from what is represented in the boring logs. While some transitions may be gradual, subsurface conditions in other areas may be quite different. Should actual site conditions vary from those presented in this report, TEP should be provided the opportunity to amend its recommendations as necessary.

We at *Tower Engineering Professionals, Inc.* appreciate the opportunity of providing our continuing professional services to you and SBA Towers, Inc. If you have any questions or need further assistance on this or any other projects please give us a call.

Report Prepared/Reviewed by: Stephen W. Nickerson, E.I.T. / John D. Longest, P.E.

Respectfully submitted by:

Andrew T. Haldane, P.E.

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1) PROJECT DESCRIPTION

Based on the preliminary drawings, it is understood a self supporting communications tower will be constructed at the referenced site. The structure loads will be provided by the tower manufacturer.

2) SITE EXPLORATION

The field exploration included the performance of one soil test boring (B-1) to the auger refusal depth of 12.3 feet (bgs) adjacent to the staked centerline of the proposed self supporting tower. One offset boring was performed approximately 6 feet east to the auger refusal depth of 14.3 feet (bgs). The boring was performed by an ATV mounted drill rig using solid stem augers to advance the hole. Split-spoon samples and Standard Penetration Resistance Values (N-values) were obtained in accordance with ASTM D 1586 at a frequency of four samples in the top 10 feet and one sample thereafter to auger refusal.

The Split-spoon samples were transported to the TEP laboratory where they were classified by a Geotechnical Engineer in general accordance with the Unified Soil Classification System (USCS), using visual-manual identification procedures (ASTM D 2488).

A Boring Location Plan showing the approximate boring location, a Boring Log presenting the subsurface information obtained and a brief guide to interpreting the boring log are included in the Appendix.

3) SITE CONDITIONS

The site is located off of East Williams Drive in Ashland, Boyd County, Kentucky. The proposed tower and compound are to be located in a clearing in a residential area. The ground topography is lightly sloping.

4) SUBSURFACE CONDITIONS

The following description of subsurface conditions is brief and general. For more detailed information, the individual Boring Log contained in Appendix B - Boring Log may be consulted.

4.1) Soil

The USCS classification of the materials encountered in the boring include OL, MH, CH and Weathered Sandstone. The Standard Penetration Resistance ("N" Values) recorded in the materials ranged from 11 blows per foot to 50 blows per 0 inches of penetration.

4.2) Rock

Weathered Sandstone was encountered at a depth of 8.5 feet (bgs) in the boring. Refusal of auger advancement was encountered at a depth of 12.3 feet (bgs) in the boring and 14.3 feet (bgs) in the offset boring.

4.3) Subsurface Water

Subsurface water was not encountered in the boring at the time of drilling. It should be noted the subsurface water level will fluctuate during the year, due to seasonal variations and construction activity in the area.

4.4) Frost

The TIA frost depth for Boyd County Kentucky is 30 inches.

5) TOWER FOUNDATION DESIGN

Based on the boring data, it is the opinion of TEP that a pier for each leg extending to a single large mat foundation or an individual pier and spread footing for each leg can be used to support the new tower. The following presents TEP's conclusions and recommendations regarding the foundation types.

5.1) Shallow Foundation

The foundation should bear a minimum of 30 inches below the ground surface to penetrate the frost depth and with sufficient depth to withstand the overturning of the tower. To resist the overturning moment, the weight of the concrete and any soil directly above the foundation can be used. The values are based on the current ground surface elevation.

Table 1 - Shallow Foundation Analysis Parameters - Boring B-1

De	epth	Soil Static Cohesion		Cohesion ²	Friction	Effective Unit	Friction
Тор	Bottom	3011	(psf)	(psf)	Angle ² (degrees)	Weight (pcf)	Factor
0	0.2	Topsoil	0	-	-	100	0.30
0.2	3.5	MH	4975	3050	-	115	0.30
3.5	6	СН	7075	4500	-	117	0.30
6	8.5	СН	6375	2550	-	117	0.30
8.5	13.5	Weathered Sandstone⁴	21400		45	130	0.50

Notes:

- The bearing values provided are net allowable with a minimum factor of safety of 2 with anticipated settlement less than 1) 1 inch. Bearing may be increased by 1/3 for transient loading (e.g. wind or earthquake loading)
- These values should be considered ultimate soil parameters
- 2) The soil values are based on a maximum foundation size of 40 foot squared. If the foundation design size exceeds this dimension TEP should be contacted to re-evaluate soil parameters based on the actual foundation size
- Due to the weathered nature of the rock cohesion of the rock cannot be relied upon for strength parameters. Indicated layers have been evaluated as a granular material

5.2) Drilled Shaft Foundation

A drilled shaft foundation is not recommended for this site. See Section 5.1) for shallow foundation design parameters.

6) SOIL RESISTIVITY

Soil resistivity was performed at the TEP laboratory in accordance with ASTM G187-05 (Standard Test Method for Measurement of Soil Resistivity Using the Two Electrode Soil Box Method). Test results indicated a result of 36,000 ohms/cm.

7) CONSTRUCTION CONSIDERATIONS - SHALLOW FOUNDATION

7.1) Excavation

The boring data indicates excavation to the expected subgrade level for the shallow foundation will extend through silt, clay and sandstone. A large tracked excavator should be able to remove the silt and clay with minimal to moderate difficulty. A large tracked excavator with rock teeth and/or a pneumatic hammer will be necessary to remove the sandstone with difficulty. TEP anticipates the depth to the surface of the rock will vary outside of the boring location.

Excavations should be sloped or shored in accordance with local, state and federal regulations, including OSHA (29 CFR Part 1926) excavation trench safety standards. It is the responsibility of the contractor for site safety. This information is provided as a service and under no circumstance should TEP be assumed responsible for construction site safety.

7.2) Foundation Evaluation/Subgrade Preparation

After excavation to the design elevation for the footing, the materials should be evaluated by a Geotechnical Engineer or a representative of the Geotechnical Engineer prior to reinforcement and concrete placement. This evaluation should include probing, shallow hand auger borings and dynamic cone penetrometer testing (ASTM STP-399) to help verify that suitable residual material lies directly under the foundation and to determine the need for any undercut and replacement of unsuitable materials. Loose surficial material should be compacted in the excavation prior to reinforcement and concrete placement to stabilize surface soil that may have become loose during the excavation process. TEP recommends a 6-inch layer of compacted crushed stone be placed just after excavation to aid in surface stability.

The silt and clay encountered in the boring will deteriorate rapidly once disturbed and exposed to the weather. It is recommended that precautions be made to prevent soils from prolonged exposure, such as placing rebar and concrete soon after excavating soils and/or the placement of a mud mat to protect sensitive soils prior to the placement of rebar and concrete. If the foundation excavation shows that only a portion of the foundation will bear on rock, with a portion bearing on soil, then the entire footprint should be over-excavated by a minimum of 6 inches and the bearing elevation should be re-established with a coarse graded aggregate.

7.3) Fill Placement and Compaction

Backfill materials placed above the shallow foundation to the design subgrade elevation should not contain more than 5 percent by weight of organic matter, waste, debris or any otherwise deleterious materials. To be considered for use, backfill materials should have a maximum dry density of at least 100 pounds per cubic foot as determined by standard Proctor (ASTM D 698), a Liquid Limit no greater than 40, a Plasticity Index no greater than 20, a maximum particle size of 4 inches, and 20 percent or less of the material having a particle size between 2 and 4 inches. Because small handheld or walkbehind compaction equipment will most likely be used, backfill should be placed in thin horizontal lifts not exceeding 6 inches (loose).

Fill placement should be monitored by a qualified Materials Technician working under the direction of a Geotechnical Engineer. In addition to the visual evaluation, a sufficient amount of in-place field density tests should be conducted to confirm the required compaction is being attained.

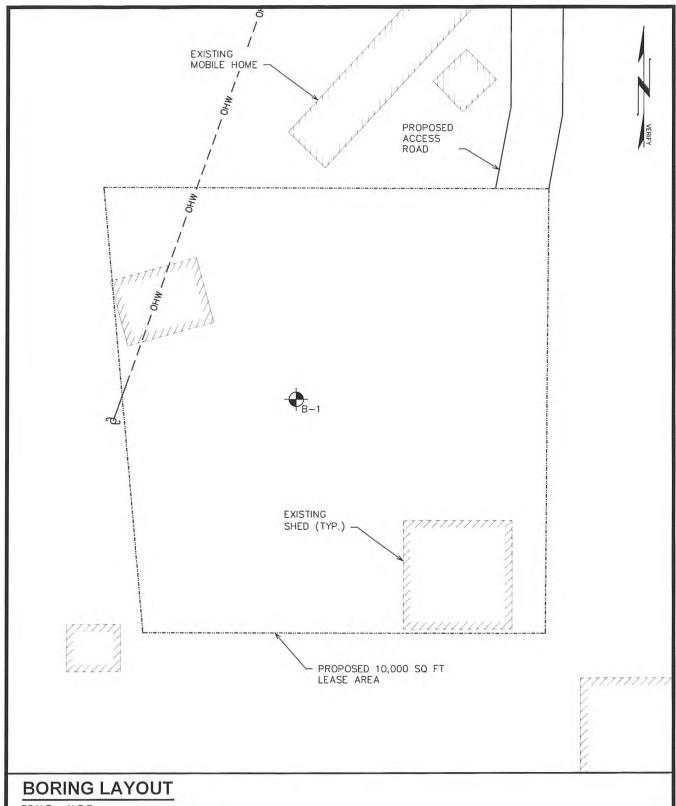
7.4) Reuse of Excavated Soil

The silt that meets the above referenced criteria can be utilized as backfill based on dry soil and site conditions at the time of construction. TEP does not recommend the use of fat clay or sandstone as backfill. Import soil that meets the above requirements should be utilized as backfill.

If variability in the subsurface materials is encountered, a representative of the Geotechnical Engineer should verify that the design parameters are valid during construction. Modification to the design values presented above may be required in the field.



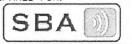
APPENDIX A BORING LAYOUT



SCALE: N.T.S.

PREPARED BY:

TOWER ENGINEERING PROFESSIONALS 3703 JUNCTION BOULEVARD RALEIGH, NC 27603-5263 (919) 661-6351 www.tepgroup.net PREPARED FOR:



SBA COMMUNICATIONS CORPORATION 5000 VALLEYSTONE DRIVE CARY, NC 27519 OFFICE: (919) 469-5559 PROJECT INFORMATION:

ROCKDALE KY SITE #: KY15745-S

E WILLIAMS DRIVE ASHLAND, KY 41102 (BOYD COUNTY)

٦	
	REVISION: 0
ı	TEP JOB #:55070.20150
	SHEET NUMBER:
ı	

C-1

APPENDIX B
BORING LOG



Tower Engineering Professionals, Inc.

3703 Junction Blvd. Raleigh, NC 27603

Telephone: 919-661-6351 Email: Geotech@tepgroup.net

Key to Soil Symbols and Terms

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive TermsSPT Blow CountVery Loose< 4</td>Loose4 to 10Medium Dense11 to 30

Dense 31 to 50 Very Dense > 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms SPT Blow Count

 Very Soft
 < 2</td>

 Soft
 2 to 4

 Medium Stiff
 5 to 8

 Stiff
 9 to 15

 Very Stiff
 16 to 30

 Hard
 > 30

GENERAL NOTES

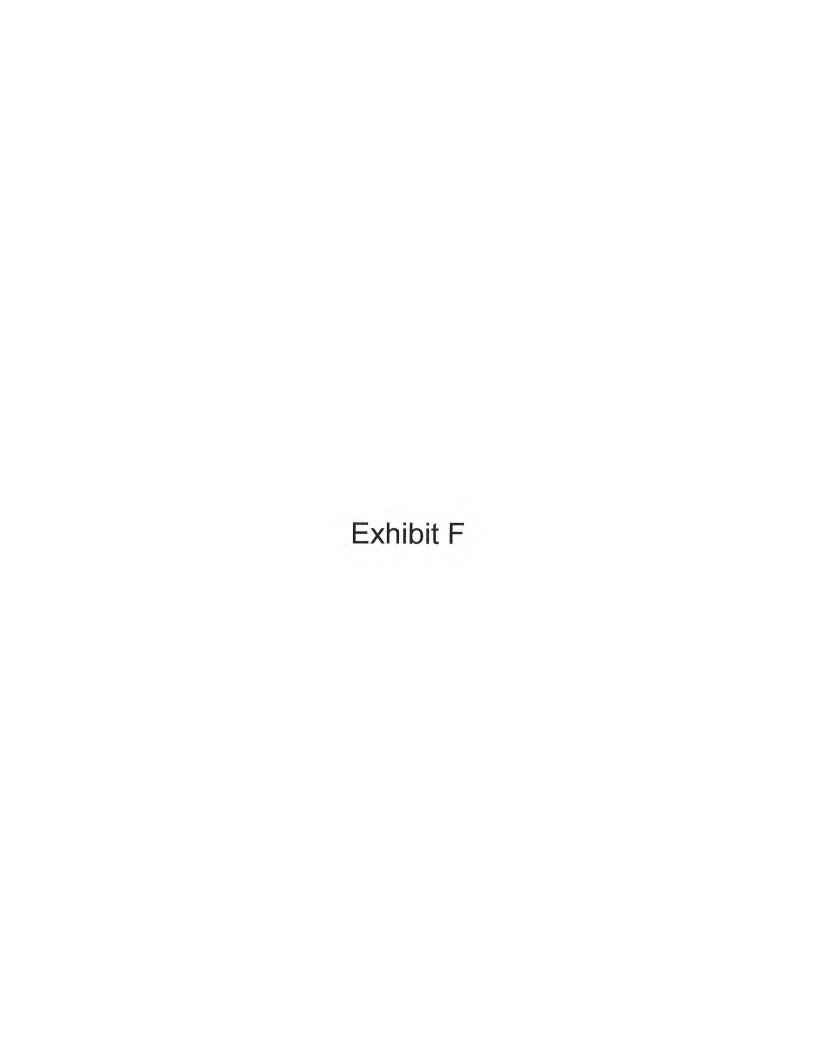
- Classifications are bases on the Unified Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.
- 2. Surface elevations are based on topographic maps and estimated locations and should be considered approximate.
- 3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface condition at other locations or times.

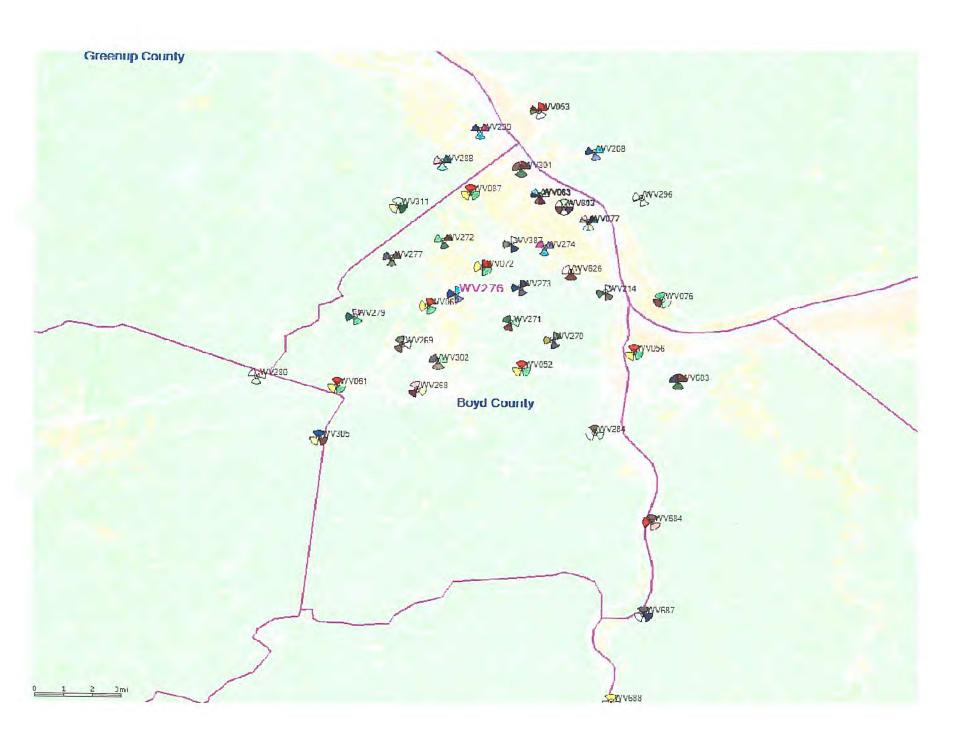
	Group Symbols	Typical Names	Sampler Symbols	
	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Split Spoon	
0 0.	GP	Poorly-graded gravels, little or no fines/sands	Standard Penetration Test (SPT)	
.O O.	GM	Silty gravels, gravel-sand-silt mixtures	Pushed Shelby Tube	
	GC	Clayey gravels, gravel-sand-silt mixtures	Auger Cuttings	
	sw	Well-graded sands, gravelly sands, little or no fines	Grab Sample	
	SP	Poorly-graded sands, little or no fines/sands/gravels	Dynamic Cone Penetrometer	
W. W. W.	SM	Silty sands, sand-silt mixtures	Hand Auger	
	sc	Clayey sands, sand-clay mixtures	Rock Core	
1	ML	Inorganic silts and very fine sands, rock floor, silty or clayey fine sands or clayey silts with slight plasticity	Log Abbreviations	
	CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	ATD - At Time of Drilling	
-	OL	Organic silts and organic silty clays of low plasticity	AD - After Drilling EOD - End of Drilling	
	МН	Inorganic silts, micaceous or distomaceous fine sandy or silty soils, elastic silts	RMR - Rock Mass Rating	
	СН	Inorganic clays of high plasticity, fat clays	WOH - Weight of Hammer WOR - Weight of Rod	
בנננננ	ОН	Organic clays of medium to high plasticity, organic silts	REC - Rock Core Recovery	
1	PT	Peat and other highly organic soils	RQD - Rock Quality Designation	



Tower Engineering Professionals, Inc.

3703 Junction Boulevard LOG OF BORING B-1 Raleigh, NC 27603 Telephone: 919-661-6351 PROJECT TEP NO. Email: Geotech@tepgroup.net Rockdale KY KY15745-S 55070.20150 DRILLING METHOD DATE STARTED CITY, STATE Solid Stem Auger 6/19/2014 4in Ashland, Kentucky HAMMER WEIGHT/FALL DATE COMPLETE HAMMER TYPE TOTAL DEPTH DRILL RIG TYPE 140lbs / 30in 6/19/2014 **CME 550 Auto Hammer** 12.3 FT CHECKED BY GROUND EL LOGGED BY BACKFILL DEPTH/EL. GROUNDWATER TAD JDL Cuttings Not Encountered BORING LOCATION Adjacent to staked centerline of proposed tower SAMPLE GRAPHIC SAMPLE LENGTH (INCHES) SAMPLE NUMBER BLOW COUNTS (N) UNCONFINED STRENGTH, PSF USCS GRAPHIC POCKET PEN TSF UNIT WEIGHT PCF ELEVATION (FEET) REC% / RaD% DEPTH (FEET) DESCRIPTION AND CLASSIFICATION REMARKS 0.0-0.2: Topsoil - 2 Inches 0.2-3.5: Stiff, brown, sandy SILT (ML), trace clay, moist S1 18 4-5-6 (11)3.5-8.5: Very stiff, brown and gray, fat CLAY (CH), trace sand, moist S2 18 6-8-11 4.5 (19)* Where elevations have not been provided in site documents, they have been estimated from available online sources. S3 18 5-9-3 2 (12)8.5-12.3: Very dense, light brown, weathered S4 1 50/1" SANDSTONE, dry -10 12.3: Boring Terminated - Auger Refusal Offset 6 feet - Auger Refusal at 14.3 feet







Search Results

Specified Search

State = Kentucky
County = BOYD
Radio Service = AW, CL, CW, WU
Authorization Type = Regular
Status = Active
Matches 1- 45 (of 45)

PA = Pending Application(s)

TP= Termination Pending

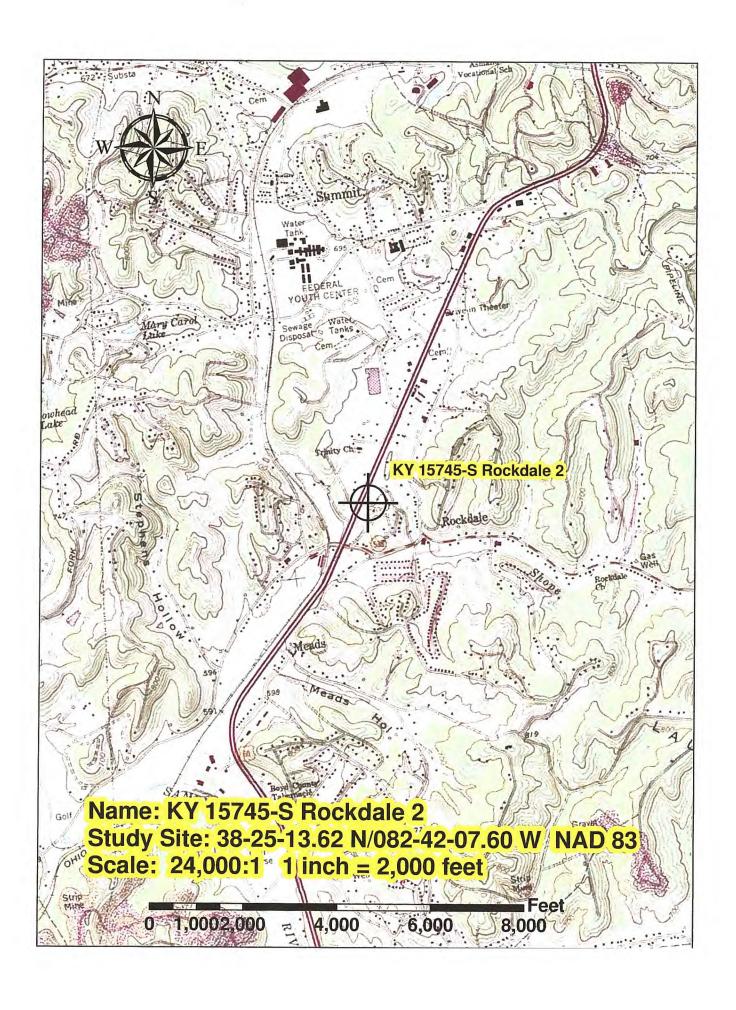
L= Lease

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date
1	KNKA393	Alltel Communications, LLC	0018437624	CL	Active	01/22/2018
2	KNKA773	NEW CINGULAR WIRELESS PCS, LLC	0003291192	CL	Active	10/01/2017
3	KNLF235	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015
4	KNLH252	Cellco Partnership	0003290673	CW	Active	04/28/2017
5	KNLH537	SPRINTCOM, INC.	0002315950	CW	Active	04/28/2017
6	KNLH538	SunCom Wireless License Company, LLC	0003246055	CW	Active	04/28/2017
7	L000007708	Iowa Wireless Services Holding Corporation	0002576874	AW	Active	11/29/2021
8	L000007951	GTE Mobilnet of Indiana Limited Partnership	0003579364	WU	Active	06/13/2019
9	L000007953	Pittsburgh SMSA Limited Partnership	0003290335	WU	Active	06/13/2019
10	L000008137	Bismarck MSA Limited Partnership	0001606532	WU	Active	06/13/2019
11	L000008140	GTE Mobilnet of Ft. Wayne Limited Partnership	0003577608	WU	Active	06/13/2019
12	L000008144	Muskegon Cellular Partnership	0005412259	WU	Active	06/13/2019
13	L000008148	Springfield Cellular Telephone Company	0003012515	WU	Active	06/13/2019
14	L000008149	GTE Mobilnet of Terre Haute Limited Partnership	0003577582	WU	Active	06/13/2019
15	L000008151	Waterloo MSA Limited Partnership	0002844546	WU	Active	06/13/2019
16	L000008161	Sioux City MSA Limited Partnership	0001609411	WU	Active	06/13/2019
17	L000008164	Wisconsin RSA #1 Limited Partnership	0005224746	WU	Active	06/13/2019
18	L000008165	Wisconsin RSA #2 Partnership	0006492631	WU	Active	06/13/2019
19	L000008166	Wisconsin RSA #6 Partnership, LLP	0005225859	WU	Active	06/13/2019
20	L000008167	Wisconsin RSA No. 8 Limited Partnership	0004082681	WU	Active	06/13/2019
21	L000008487	Pennsylvania RSA 1 Limited Partnership	0002837151	WU	Active	06/13/2019
22	L000008488	Illinois RSA 6 and 7 Limited Partnership	0002842334	WU	Active	06/13/2019
23	L000008502	Alltel Communications Wireless, Inc.	0020532149	WU	Active	06/13/2019
24	L000008514	Chicago SMSA Limited Partnership	0002846962	WU	Active	06/13/2019
25	L000008519	Dubuque MSA Limited Partnership	0002842599	WU	Active	06/13/2019
26	L000008521	Duluth MSA Limited Partnership	0001574425	WU	Active	06/13/2019
27	L000008529	Illinois RSA 1 Limited Partnership	0001837111	WU	Active	06/13/2019
28	L000008538	Iowa RSA No. 4 Limited Partnership	0001837285	WU	Active	06/13/2019
29	L000008539	Iowa RSA 5 Limited Partnership	0001837301	WU	Active	06/13/2019
30	L000008542	Michigan RSA #9 Limited Partnership	0001712918	WU	Active	06/13/2019
31	L000008588	Rockford MSA Limited Partnership	0001840537	WU	Active	06/13/2019

1 of 2 9/29/2014 10:20 AM

	Call Sign/Lease ID	Name	FRN	Radio Service	Status	Expiration Date	
45	WQPZ984	T-MOBILE LICENSE LLC	0001565449	AW	Active	11/29/2021	
44	WQPZ950	Cellco Partnership	0003290673	AW	Active	11/29/2021	
43	WQPW449	Cellco Partnership	0003290673	AW	Active	04/30/2022	
42 PA	WQJQ691	Cellco Partnership	0003290673	WU	Active	06/13/2019	
41	WQGD604	T-Mobile License LLC	0001565449	AW	Active	12/18/2021	
40	WQGA795	New Cingular Wireless PCS, LLC	0003291192	AW	Active	11/29/2021	
39	WQGA717	Cellco Partnership	0003290673	AW	Active	11/29/2021	
38	WPOJ803	Cellco Partnership	0003290673	CW	Active	06/30/2019	
37	WPOJ362	New Cingular Wireless PCS, LLC	0003291192	CW	Active	06/23/2015	
36	WPOH986	West Virginia PCS Alliance, L.C.	0002049328	CW	Active	06/23/2015	
35	L000010763	East Kentucky Network, LLC d/b/a Appalachian Wireless	0001786607	WU	Active	06/13/2019	
34	L000010289	Sagebrush Cellular, Inc.	0001608645	WU	Active	06/13/2019	
33	L000008623	Southern Indiana RSA Limited Partnership	0001837269	WU	Active	06/13/2019	
32	L000008612	Southwestco Wireless L.P.	0003290525	WU	Active	06/13/2019	

2 of 2









T + 561.995.7670 F + 561.995.7626

sbasite.com

Site Specific Obstruction Evaluation Report

Date: September 9, 2014

Study Site Name: KY 15745-S Rockdale 2

Study Site Latitude: 38° 25' 13.62"

Study Site Longitude: 082° 42' 07.60"

Surface Elevation: 696' AMSL (Above Mean Sea Level)

Structure Height: 199' AGL (Above Ground Level)

Total Height: 895' AMSL

This study is conducted in accordance with Federal Aviation Regulations (FAR) Part 77 and the Federal Communications Commission (FCC) Rules Part 17.

This report is intended for the exclusive use of SBA Network Services, Inc and their clients in making appropriate regulatory filings and may not be reproduced in any form or manner.

IMPACT

The study site is located 49,872' or 8.21 NM Southeast from the airport reference point (ARP) of Ashland Regional Airport a public use instrumented airport. The proposed structure **would not** affect VFR flight operations at this airport.

Private use airports or heliports do not meet FAR PART 77 criteria and the FAA would not consider them in its study of the proposed structure. In the interest of flight safety SBA considers private use airports in every study. SBA found no evidence of private use airports, which affect this study site.

FAA Notice (FAR PART 77.9 (a)): The proposed 199' AGL structure **would not exceed** this 200' AGL surface. FAA notice of proposed construction **is not** required.

FAR PART 77.9 (b) (1) (2) (3): The proposed 199' AGL structure would not exceed the imaginary 100:1 slope surface or fail the FCC slope test for Ashland Regional Airport. FAA notice of proposed construction is not required.

Obstructions Standards of FAR PART 77.19, and FAR 77.17 (Ref: FAR PART 77.19 (a) (1), (2), (3), and FAR PART 77.17): The proposed 199' AGL structure would not exceed any obstruction standards for Ashland Regional Airport.

AM Broadcast Station Impact: SBA found no evidence of AM Broadcast Stations that would impact the study site. AM station Proof-of-Performance is not required.

Date: 9/9/14

Name: KY 15745-S Rockdale 2



Conclusion/Recommendations:

The proposed 199' AGL/895'AMSL structure would not be considered an obstruction to air navigation by the FAA. FAA notice of proposed construction is **not** required. If filed, the FAA would likely approve such a proposal without an extended study.

- FAA notice is not required. Maximum no notice height is 200' AGL.
- Marking and Lighting is not requiring. Maximum no lighting/marking height is 200' AGL.
- · Extended study is not required.
- The proposed structure would not be considered a hazard to IFR flight operations.
- The proposed structure is not within AM Broadcast Station interference radius.
- Proposed structure would not impact flight operations at private use airports or heliports.

For questions or concerns contact Clint Papenfuss at (561) 226-9481.

Clinton T. Papenfuss SBA Airspace Analyst

Date: 9/9/14

Name: KY 15745-S Rockdale 2



Subject: SBA Site: KY15745-S Rockdale 2, KY

Airspace Analysis: FAA and Kentucky Airport Zoning Commission

No further Airspace Notification is required, per the Obstruction Evaluation Report (OER) and OER Map dated September 9, 2014, and the confirmation from the Kentucky Airport Zoning Commission dated September 17, 2014, copied below:

From: Houlihan, John (KYTC) [mailto:John.Houlihan@ky.gov]

Sent: Wednesday, September 17, 2014 8:46 AM

To: Clint Papenfuss

Subject: RE: KY15745-S Rockdale 2, KY State Filing

The above subject <u>does not</u> require a permit from the Kentucky Airport Zoning Commission. The structure(s) does not exceed any of the following criteria:

602 KAR 50:030. Jurisdiction of the Kentucky Airport Zoning Commission.

RELATES TO: KRS 183.861, 183.865, 183.867, 183.870

STATUTORY AUTHORITY: KRS 183.861

NECESSITY, FUNCTION, AND CONFORMITY: KRS 183.867 specifies that the commission has jurisdiction over zoning for all public use and military airports. This administrative regulation defines the areas over which the Kentucky Airport Zoning Commission has jurisdiction for the purpose of zoning in accordance with KRS Chapter 183 and specifics when the owner or person who has control over a structure which encroaches on the jurisdiction of the Kentucky Airport Zoning Commission shall apply for a permit.

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 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 actual 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 and military airport as depicted on Airport Zoning Maps approved by the Kentucky Airport Zoning Commission.

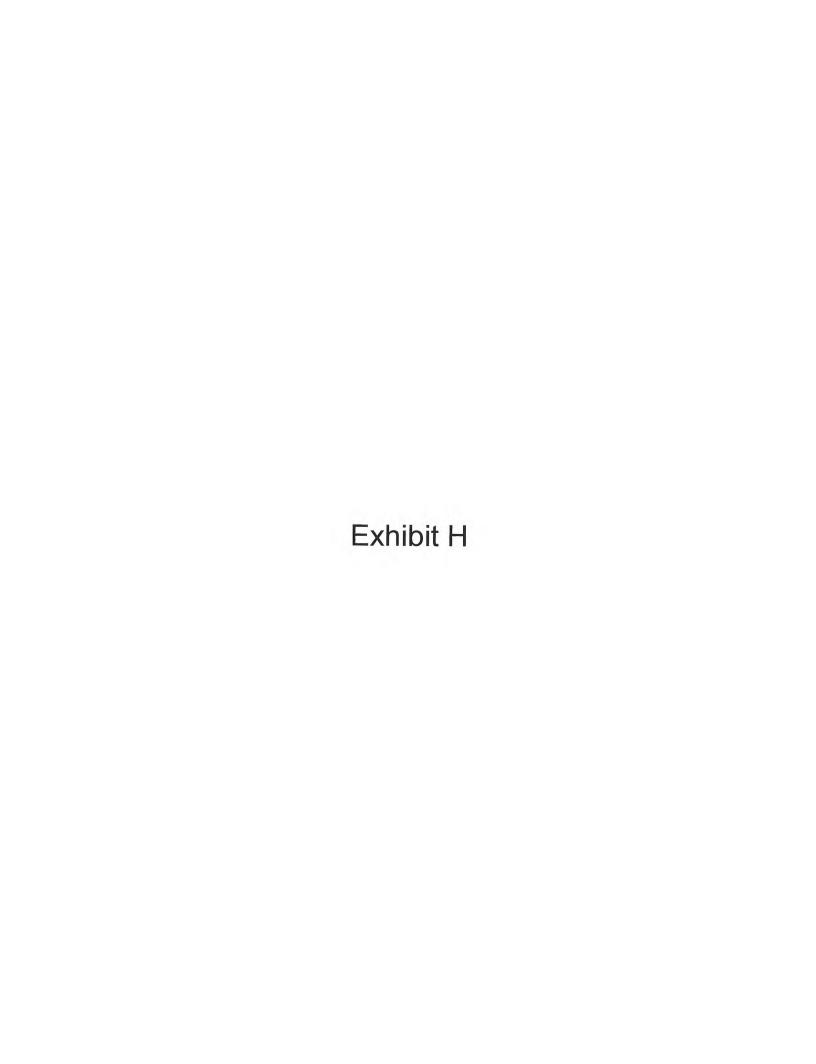
Section 4. The commission has jurisdiction over the airspace of the Commonwealth that exceeds 200 feet in height above ground level.

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. (KAV-9-1; 1 Ky.R. 807; eff. 5-14-75; Am. 2 Ky.R. 306; eff. 3-10-76; 5 Ky.R. 599; eff. 3-7-79; 10 Ky.R. 445; eff. 1-4-84; 14 Ky.R. 267; eff. 9-10-87; 19 Ky.R. 800; eff. 11-4-92; 27 Ky.R. 2228; 2774; eff. 4-9-2001.)

Please keep this email for your records. Thank you.

Kentucky Airport Zoning Commission (KAZC) John Houlihan, Administrator 90 Airport Road, Building 400 Frankfort, KY 40601

Direct Line 502-564-0310, Cell 502-330-3955, Office 502-564-4480, Fax 502-564-7953



ULS License

Cellular License - KNKA773 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign

KNKA773

Radio Service

CL - Cellular

Status

Active

0

Auth Type

Regular

Market

Market

CMA110 - Huntington-Ashland,

Channel Block

WV/KY/OH

Submarket

Phase

2

A

Dates

Grant

11/06/2007

Expiration

10/01/2017

Effective

02/13/2014

Cancellation

Five Year Buildout Date

03/07/1993

Control Points

1

2975 BENNEDICT ROAD, CULLODEN, WV

Licensee

FRN

0003291192

Type

Limited Liability Company

Licensee

NEW CINGULAR WIRELESS PCS, LLC

3300 E. Renner Road, B3132

Richardson, TX 75082

ATTN Reginald Youngblood

P:(855)699-7073

F:(972)907-1131

E:FCCMW@att.com

Contact

AT&T MOBILITY LLC Michael P Goggin

1120 20th Street, NW - Suite 1000

Washington, DC 20036 ATTN Michael P. Goggin P:(202)457-2055 F:(202)457-3073

E:michael.p.goggin@att.com

Ownership and Qualifications

Radio Service Type

Mobile

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

002110.00000000-002120.00000000

ULS License

AWS, 1710-1755/2110-2155 MHz bands License - WQGA795 - New Cingular Wireless PCS, LLC

Call Sign WQGA795 Radio Service AW - AWS, 1710-1755/2110-2155

MHz bands

Status Active Auth Type Regular

Market

Market CMA110 - Huntington-Ashland, Channel Block A

WV/KY/OH

Submarket 0 Associated 001710.00000000-001720.00000000

Frequencies

(MHz)

Dates

Grant 11/29/2006 Expiration 11/29/2021

Effective 02/12/2014 Cancellation

Buildout Deadlines

1st 2nd

Notification Dates

1st 2nd

Licensee

FRN 0003291192 Type Limited Liability Company

Licensee

 New Cingular Wireless PCS, LLC
 P:(855)699-7073

 3300 E. Renner Road, B3132
 F:(972)907-1131

 Richardson, TX 75082
 E:FCCMW@att.com

ATTN Reginald Youngblood

Contact

AT&T Mobility LLC P:(202)457-2055
Michael P Goggin F:(202)457-3073

1120 20th Street, NW - Suite 1000 E:michael.p.goggin@att.com

Washington, DC 20036 ATTN Michael P. Goggin

Ownership and Qualifications

Radio Service Type Mobile

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.

ULS License

PCS Broadband License - KNLF235 - New Cingular Wireless PCS, LLC

Call Sign KNLF235 Radio Service CW - PCS Broadband

Status Active Auth Type Regular

Market

Market MTA018 - Cincinnati-Dayton Channel Block A

Submarket 15 Associated 001850.00000000-001865.00000000

Frequencies 001930.00000000-001945.00000000

(MHz)

Dates

Grant 07/18/2005 Expiration 06/23/2015

Effective 02/13/2014 Cancellation

Buildout Deadlines

1st 06/23/2000 2nd 06/23/2005

Notification Dates

1st 07/03/2000 2nd 05/16/2005

Licensee

FRN 0003291192 Type Limited Liability Company

Licensee

New Cingular Wireless PCS, LLC P:(855)699-7073
3300 E. Renner Road, B3132 F:(972)907-1131
Richardson, TX 75082 E:FCCMW@att.com

ATTN Reginald Youngblood

Contact

AT&T Mobility LLC P:(202)457-2055
Michael P Goggin F:(202)457-3073

1120 20th Street, NW - Suite 1000 E:michael.p.goggin@att.com

Washington, DC 20036 ATTN Michael P. Goggin

Ownership and Qualifications

Radio Service Type Mobile

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

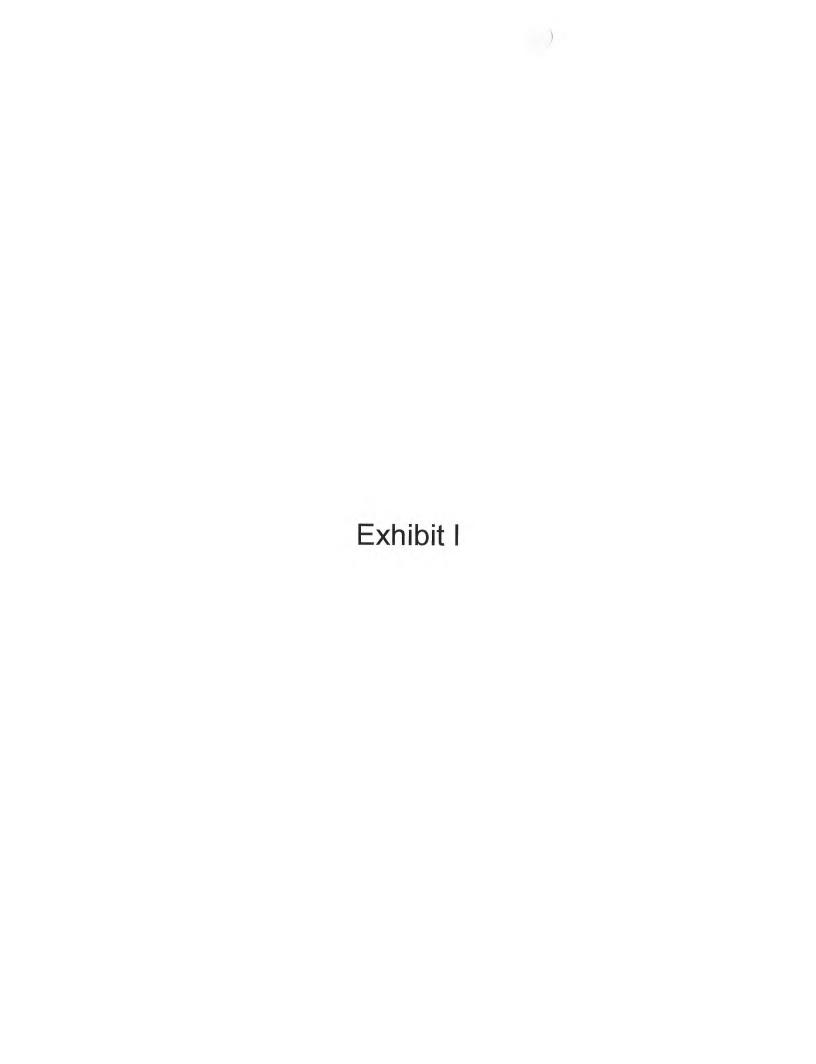
The Applicant answered "No" to each of the Alien Ownership questions.

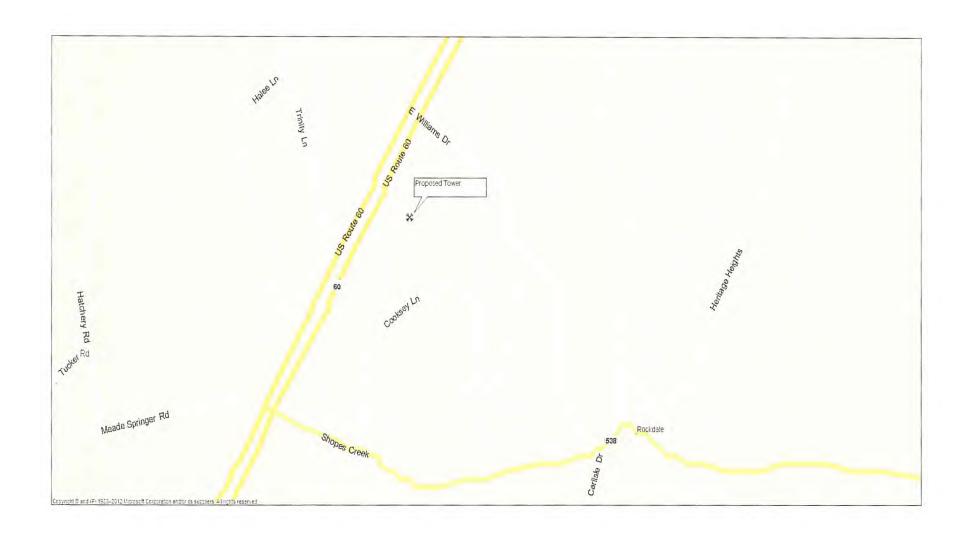
Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.





Directions to Site: From the County Seat in Catlettsburg, proceed South on Louisa Street to the intersection of U.S. 23 (Louisa Road). Proceed South on U.S. 23 approximately 1.5 miles to State Route 538. Turn right onto State Route 538 and proceed approximately 6.3 miles to E. Williams Drive. Turn right onto E. Williams Drive and the access road to the proposed site is on the left.

Prepared by: Briggs Law Office, PSC (502) 412-9222

Prepared by and Return to: SBA Network Services, LLC Attn: Ashley Hart Preparer's Signature: 5900 Broken Sound Parkway, NW Boca Raton, FL 33487 561.226.9541
[Recorder's Use Above This Line]
STATE OF KENTUCKY
COUNTY OF BOYD
Tax ID Number: 021-04-00-001.00
OPTION AND EASEMENT AGREEMENT
By and between Betty J. Miller, f/k/a Betty J. Tackett, an unremarried widow ("Grantor") with an address of 3405 Tufts Drive, Catlettsburg, KY 41129 and
SBA Towers V, LLC, a Delaware limited liability company ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487
By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is
granted from Grantor to Grantee.
Grantor initial(s) here:

OPTION AND EASEMENT AGREEMENT

This Option and Easement Agreement ("Agreement") dated effective Mall 129, 2014 ("Effective Date") by and between Betty J. Miller, f/k/a Betty J. Tackett, an unremarried widow, with an address of 3405 Tufts Drive, Catlettsburg, KY 41129 ("Grantor") and SBA Towers V, LLC, a Florida limited liability company with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 ("Grantee").

BACKGROUND

Grantor is the owner of the real property described on **Exhibit 'A'** attached hereto (the "Premises"). Grantor desires to grant to Grantee certain rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Option.

- (a) For the sum of the "Option Fee"), to be paid to Grantor by Grantee upon execution of this Agreement and other good and valuable consideration, Grantor hereby grants to Grantee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to receive the Easements (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Grantor by Grantee accompanied by the payment of an additional Six Hundred Dollars and No/100 (\$600.00) (the "Additional Option Fee"), delivered to Grantor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."
- (b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Agreement will terminate and Grantor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Grantor accepts any Additional Option Fee, Rent (as defined below), and/or written notice after the due date for the same, then Grantee's failure to make timely payment of the additional fee will be deemed waived and this Agreement will be reinstated. Upon Grantee's exercise of the Option, the Agreement which follows will take effect and Grantee shall be entitled to a credit for all Option Fees paid against any further consideration due under this Agreement.
- (c) During the Option Period, Grantee shall have the right to enter Grantor's property to conduct tests and studies, at Grantee's expense, to determine the suitability of the Premises for Grantee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

- (d) Grantor shall obtain an executed, recordable subordination and non-disturbance agreement ("SNDA") for all mortgages, deeds of trust or any other liens against the Premises.
- (e) Grantee may exercise the Option by delivery of written notice to Grantor in accordance with the Notice provision specified herein, however, the Option must be exercised prior to the commencement of Grantee's tower construction upon the Property. Upon Grantee's exercise of the Option, the Agreement which follows will take effect.

Easement Agreement

- 1. <u>Easements</u>. Upon Grantee's exercise of the Option, Grantor, for itself and its heirs, personal-representatives, successors and assigns, shall-grant-and-convey-and-hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") over a portion of the Premises together with a perpetual, non-exclusive easement in and to that portion of the Premises (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof. The Easements are depicted on <u>Exhibit "B"</u> hereto. Grantor grants to Grantee the right to survey the Premises and Easements at Grantee's cost. The survey shall amend and supersede any legal descriptions set forth herein as soon as it becomes available.
- 2. <u>Private Easement</u>. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.
- 3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.
- 4. <u>Duration</u>. The term of the Easement shall begin upon the date the Option is exercised (the "Commencement Date") and the duration of the Easements granted herein (the "Term") shall be Ninety Nine (99) years from the Commencement Date, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.
- 5. <u>Easement Consideration</u>. The consideration due hereunder for the Easements shall be which shall be due and payable on the Commencement Date (the "Easement Payment"). Grantor hereby acknowledges that no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

- (a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith. Grantee may make improvements, alterations or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the Term, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.
- (b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.
- 7. <u>Equipment and Fixtures</u>. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.
- 8. <u>Assignment</u>. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. <u>Covenants and Agreements</u>.

- (a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.
- (b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement. Grantee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Grantee's facilities, but only for so long as this Agreement remains in effect.
- (c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.
- (d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.
- (e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises.
- (f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

- (g) Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.
- Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license Option Period and, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term or Option Period enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.
- Access and Utilities. To the extent not otherwise addressed herein, (or to the 11. extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the premises for no additional consideration, and hereby agrees to reasonably

cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

- 12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.
- 13. <u>Notices</u>. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Betty J. Miller

3405 Tufts Drive

Catlettsburg, KY 41129

To Grantee: SBA Towers V, LLC

5900 Broken Sound Parkway NW

Boca Raton, FL 33487

Attn: Legal Dept.

- 14. <u>Force Majeure</u>. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.
- 15. Recording, This Agreement shall be recorded at either Grantor's or Grantee's option.
- 16. <u>Miscellaneous</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.
- 17. <u>Captions and Headings</u>. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.
- 18. <u>Cumulative Remedies</u>. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.
- 19. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive

Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

- 21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.
- 22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.
- 23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.
- 24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

- 25. <u>Cure Period; Default.</u> No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incured and hereby grants Grantee a security interest and lien in the Premises and the parent parcel in which it is located, if any, to secure Grantor's obligation to repay such amounts to Grantee.
- 26. Right of First Refusal/Exclusivity. If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the Easements for a prorata price based on the size that the Easements are to the portion of the Premises described in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right to purchase the Easements and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right to purchase the Easements in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not, at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

27. <u>Further Acts</u>; <u>Attorney-In-Fact</u>. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's

attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:	GRANTOR:
Maria Tacketh Print Name: <u>CHARKA TACKE</u>	Betty J/Miller, f/k/a Betty J. Tackett
Brint Name: BAIAN & SMFTH	
COUNTY OF SAL	
	before me this <u>27 11</u> day of <u>MAR</u> , 20 <u>13</u> , by t, who is personally known to me or has produced
	Notary Public Print Name: BONNIE DESKINS
	My Commission Expires: 11-17-16

(NOTARY SEAL)

WITNESSES:

GRANTEE:

SBA Towers V, LLC, a Florida limited liability company

By:

Thomas P. Hunt

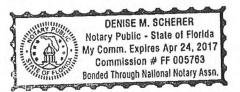
Executive Vice President & General Counsel

Print Name:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me APRIL 1 , 2014 by Thomas P. Hunt, the Executive Vice President & General Counsel of SBA Towers V, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.



Print Name:

My Commission Expires:

(NOTARY SEAL)

EXHIBIT 'A'

PROPOSED PARENT PARCEL LEGAL DESCRIPTION:

Located on the waters of Shope's Creek And further described as follows:

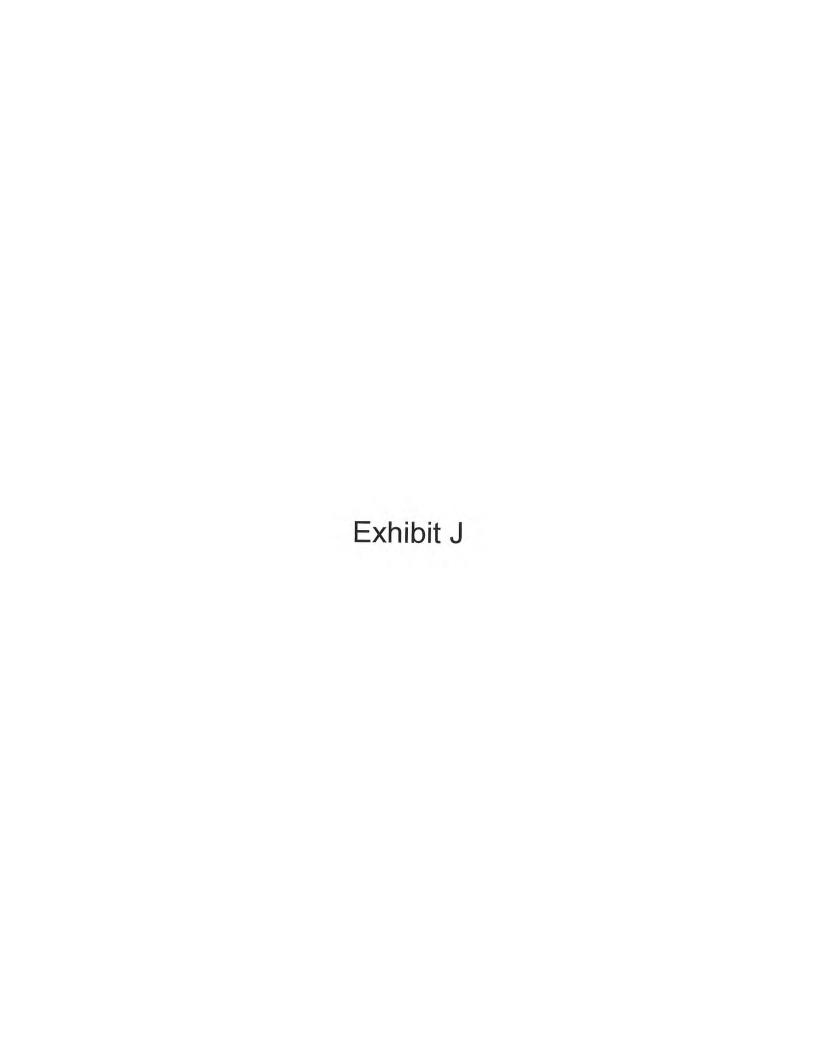
BEGINNING at a hickory tree in the Johnson line, said hickory being N 76 E. 177 feet from a stone, corner of Johnson and Cooksey; thence S 2-35 W, 352 feet to a stake; thence S 82-00 E. 98 feet to a stake; thence approximately N 8-05 E, 372 feet to a cherry tree in the Johnson line; thence westerly with the Johnson line 148 feet to the place of Beginning, containing one acre or more.

The Grantors further grant, sell and convey unto the Grantees, their heirs and assigns forever, the use of a twenty foot right of way over the land of Logan Cooksey and Eva Cooksey that was recited in the deed from Logan Cooksey and Eva Cooksey to the Grantors therein by deed dated March 8, 1946, and recorded in Deed Book 211, Page 284, Boyd County Court Clerk's Office.

The Grantors also grant, cell and convey to the Grantees the gas tap privilege and the right and privilege to the use of gas through a tap on the 16" pipe line of the Inland Gas Corporation on the premises as described and referred to in the conveyance from J. W. Taylor and Mollie Taylor to Harry Cornette and Julia Cornette dated May 12, 1951, and recorded in Miscellaneous Book 60, Page 216, of the Records of the Boyd County Court Clerk's Office, and the Grantor assigns and transfers unto the Grantees all of her title and rights under said conveyance and under agreement between A. G. Mead and Paulia Mead and Inland Gas Corporation which is dated June 1, 1928, and record in Misc. Book 43, Page 586, of the Boyd County Court Clerk's Office.

THERE IS EXCLUDED from this deed the part of the hereinabove described real estate which was conveyed by Master Commissioner's deed dated January 20, 1971, recorded in the Office of the Clerk of the Boyd County Court of Kentucky, in Deed Book 441, Page 742, to the Commonwealth of Kentucky, Department of Highways.

Being the same real estate conveyed to Haskell Tufts and Mabel Tufts, his wife, by Mrs. John Abrams by deed dated August 10, 1953, recorded in the Office of the Clerk of the Boyd County Court, Kentucky, in Deed Book 304, Page 290.



Christopher Barnett Christopher & Dana Barnett Jack B. Harrison 6313 U.S. Route 60 7740 U.S. Route 60 7919 Cooksey Lane Ashland, KY 41102 Ashland, KY 41102 Ashland, KY 41102 John P. Johnson Waylon Reed Hunt James M. & Patty Cooksey 7720 U.S. Route 60 7418 Cooksey Lane 168 Gallant Road Ashland, KY 41102 Ashland, KY 41102 Eddyville, KY 42038 Gary & Donna Darling Rodney & Sherri Barbour Manuel & Mary Moore 7800 Cooksey Lane 1501 E. Williams Drive 1430 E. Williams Drive Ashland, KY 41102 Ashland, KY 41102 Ashland, KY 41102 Christopher & Timothy Barnett **Timothy Barnett** Margaret Bradley 7736 U.S. Route 60 7736 U.S. Route 60 7723 U.S. Route 60 Ashland, KY 41102 Ashland, KY 41102 Ashland, KY 41102 Ashland Congregation of Jehovah's Department of Highways District 9 Karen Salyers 2600 Holt Street P.O. Box 347 1300 E. Williams Drive

Flemingsburg, KY 41041

Ashland, KY 41102Karen Salyers

1300 F. Williams Drive

Ashland, KY 41101

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Christopher Barnett 6313 U.S. Route 60 Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

This notice is being sent to you because the Boyd County Property Valuation Administrator's records indicate that you own property that is within a 500' radius of the proposed tower site <u>OR</u> is contiguous to the property on which the tower is to be constructed.

The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00337 in any correspondence.

Sincerely,

Todd R. Briggs

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

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Christopher & Dana Barnett 7740 U.S. Route 60 Ashland, KY 41102

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Sincerely,

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also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Jack B. Harrison 7919 Cooksey Lane Ashland, KY 41102

Via Certified Mail Return Receipt Requested

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TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

John P. Johnson 7720 U.S. Route 60 Ashland, KY 41102

Via Certified Mail Return Receipt Requested

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The Commission invites your comments regarding the proposed construction and wants you to be aware of your right to intervene in the Commission's proceedings on this application. Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number 2014-00337 in any correspondence.

Sincerely,

Todd R. Briggs

MM 2 15V

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Waylon Reed Hunt 7418 Cooksey Lane Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely.

Todd R. Briggs

MIKE

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

James M. & Patty Cooksey 168 Gallant Road Eddyville, KY 42038

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely,

Todd R. Briggs

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Gary & Donna Darling 7800 Cooksey Lane Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,

Todd R. Briggs

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Rodney & Sherri Barbour 1501 E. Williams Drive Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely,

Todd R. Briggs

MIKE

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Manuel & Mary Moore 1430 E. Williams Drive Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,

Todd R. Briggs

MAKBY

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Christopher & Timothy Barnett 7736 U.S. Route 60 Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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Sincerely,

Todd R. Briggs

MAKE

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Timothy Barnett 7736 U.S. Route 60 Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,

Todd R. Briggs

MILK to

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Margaret Bradley 7723 U.S. Route 60 Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,

Todd R. Briggs

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4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS

Notice of Proposed Construction Wireless Telecommunications Facility

Ashland Congregation of Jehovah's 2600 Holt Street Ashland, KY 41101

Via Certified Mail Return Receipt Requested

Dear Landowner:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

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TODD R. BRIGGS
also admitted in Colorado

Notice of Proposed Construction Wireless Telecommunications Facility

Department of Highways District 9 P.O. Box 347 Flemingsburg, KY 41041

Via Certified Mail Return Receipt Requested

Dear Landowner:

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Sincerely,

Todd R. Briggs

MIS

4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

Notice of Proposed Construction Wireless Telecommunications Facility TODD R. BRIGGS
also admitted in Colorado

Karen Salyers 1300 E. Williams Drive Ashland, KY 41102

Via Certified Mail Return Receipt Requested

Dear Landowner:

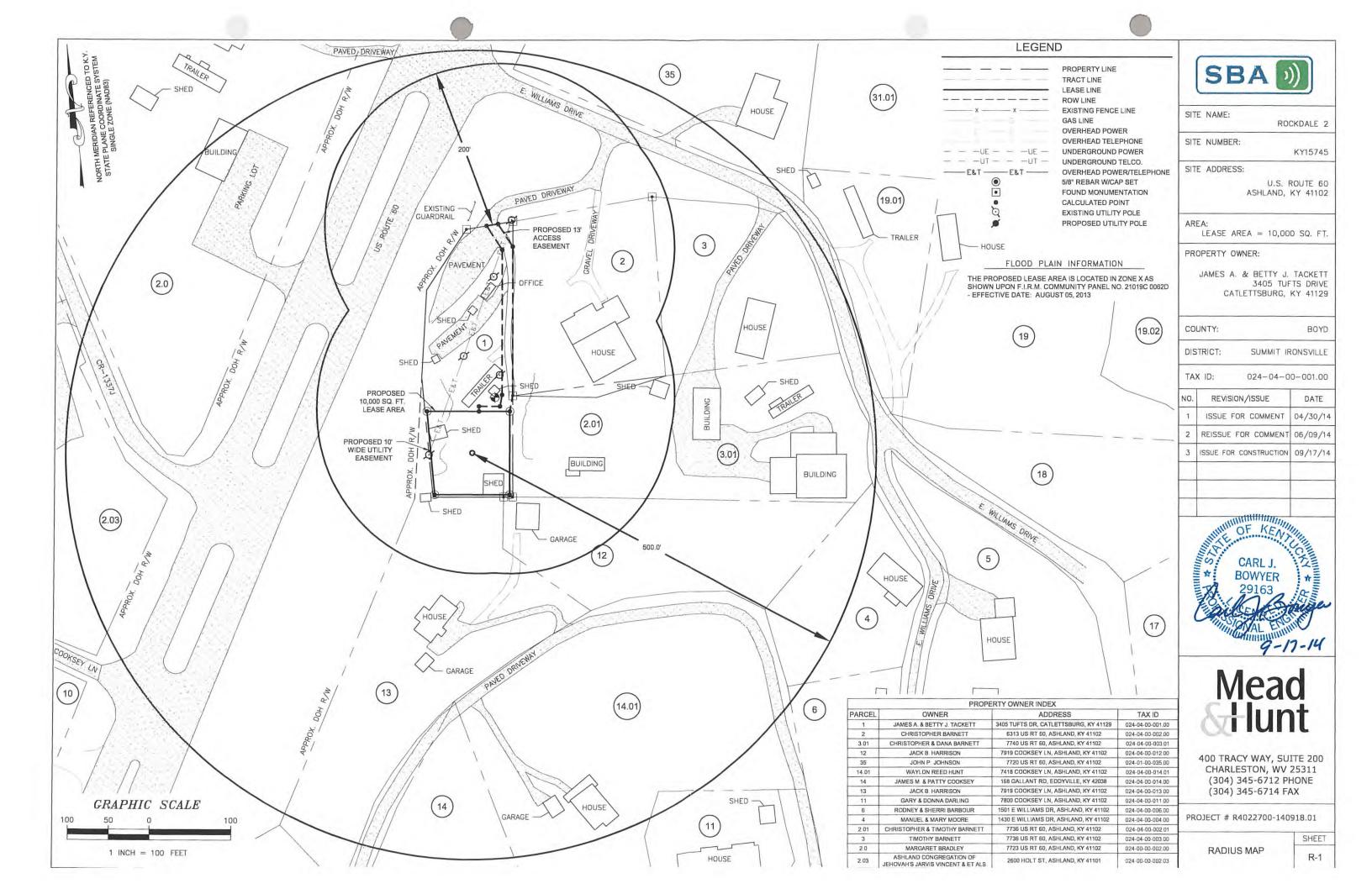
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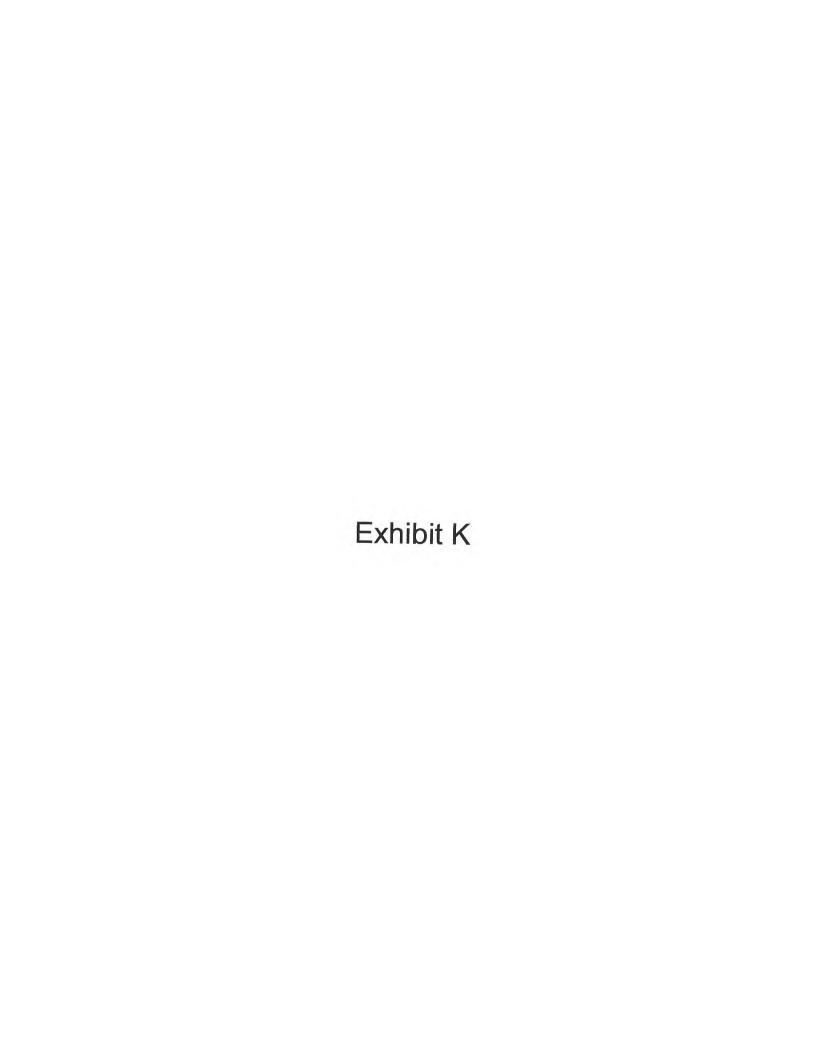
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Sincerely,

Todd R. Briggs





4965 U. S. Highway 42 | Suite 1000 | Louisville, Kentucky 40222 Telephone [502] 412-9222 | Mobile [502] 468-3751 | Facsimile [866] 632-2757 todd@briggslawoffice.net

TODD R. BRIGGS

also admitted in Colorado

Via Certified Mail Return Receipt Requested

Honorable William Stevens Boyd County Judge Executive P.O. Box 423 Catlettsburg, KY 41129

RE: Notice of Proposal to Construct Wireless Telecommunications Facility Kentucky Public Service Commission--Case No. 2014-00337

Dear Judge Stevens:

New Cingular Wireless PCS, LLC and SBA Towers V, LLC are applying to the Kentucky Public Service Commission (the "Commission") for a Certificate of Public Convenience and Necessity to construct and operate a new wireless telecommunications facility located at 7810 U.S. Route 60, Ashland, Kentucky 41102. A map showing the location is attached. The proposed facility will include a 199 foot self-support tower, plus related ground facilities.

You have a right to submit comments regarding the proposed construction to the Commission or to request intervention in the Commission's proceedings on this application.

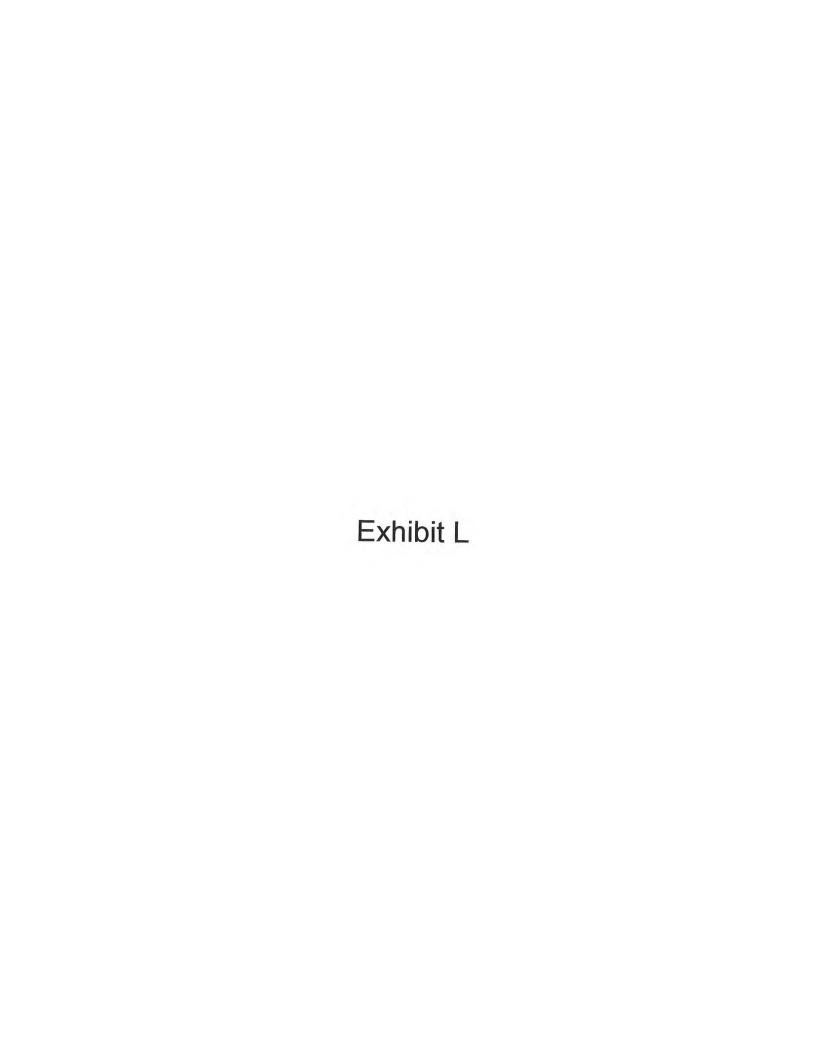
Your comments and request for intervention should be addressed to: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to case number <u>2014-00337</u> in any correspondence.

Sincerely,

Todd R. Briggs

Counsel for Applicant

MREY



PUBLIC NOTICE

New Cingular Wireless PCS, LLC proposes to construct a telecommunications

TOWER

near this site. If you have any questions please contact:

Briggs Law Office, PSC 4965 U.S. Hwy 42 Suite 1000 Louisville, KY. 40222 (502) 412-9222 Executive Director Public Service Commission 211 Sower Boulevard P.O. Box 615 Frankfort, KY 40602

Please refer to Commission's

Case #2014-00337

in your correspondence.

PUBLIC NOTICE

New Cingular Wireless PCS, LLC proposes to construct a telecommunications

TOWER

on this site. If you have any questions please contact:

Briggs Law Office, PSC 4965 U.S. Hwy 42 Suite 1000 Louisville, KY. 40222 (502) 412-9222 Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Please refer to Commission's

Case #2014-00337

in your correspondence.





Exhibit N

).



AT&T Mobility 1936 Blue Hills Dr NE Roanoke, VA 24012

T: 540-983-6029 F: 540-983-6284 www.att.com

September 8, 2014

To Whom It May Concern:

Re: AT&T Mobility Tower -Boyd County

Dear Sir or Madam:

This letter is to state the need for proposed AT&T site called WV276, to be located in ROCKDALE, KY. This site is necessary to improve coverage in the town of Rockdale and the surrounding areas. Site WV276 will connect to our existing sites WV067 and WV072 along Hwy 60. Without site WV276 customers in Rockdale or traveling on Hwy 60 will drop calls and experience low voice quality to no service. With the addition of this site, the customers in these areas of Boyd County will be provided with reliable communications, improved in-building coverage, and more access to emergency 911 services.

Lamine Diedhiou RF Design Engineer LDiedhiou Affidavit by Richard Rosenfeld for the proposed cell tower in Boyd County, KY that is to be built on Tax Map / Parcel 024-04-00-001, on E. Williams Dr. just off of US Route 60 in Rockdale, KY

I do hereby swear that my name is Richard Rosenfeld and a citizen of the United States of America

For the past sixteen years I have worked in the wireless industry to qualify properties and structures suitable for wireless broadcasting facilities. I have leased multiple sites for multiple wireless companies in the United States. My Scope of Work includes: Site Reconnaissance, Candidate Submittal, Leasing, Zoning and Permitting

Past Site Acquisition Projects include:

Alltel Communications(Alltel)/ NC & SC Infinigy Solutions (Sprint) /TN SBA (Cingular)/NC & SC Wireless Network Group (Cingular)/ NC/SC Craig and Associates (Nextel)/ NC & SC Stancil Site Development (Clearwire)/ NC Milestone Communications (Optasite)/SC Excell Communications (Crown)/NC & KY American Tower (AT&T)/VA & KY Integrated Wireless Solutions (Clearwire) DC Bechtel (AT&T) /DC Sprint/Carolinas Triton Phase 3 (AT&T)/Carolinas, Triton Phase 4 (AT&T)/Carolinas Triton Phase 4 (AT&T)/Virginia Metrocom(Ricochet)/Carolinas Triton Phase 5(AT&T) /Carolinas AT&T /New England States Suncom - T Mobile / Carolinas SAI (AT&T) /VA/WV/KY (2009-12) Dynis (AT&T) /VA/WV/KY (20012-13)

American Tower (AT&T)/Los Angeles, CA SBA (Sprint)/ SC & NC Wireless Capital Partners (Nextel)/ NC/SC & GA Compass Technologies (Cingular)/SC & NC Excell Communications (Verizon)/NC & SC Bell Consultants (Cingular)/ NC & SC Excell Communications (Cricket)/NC Excell Communications (Alltel)/VA American Tower (XM Radio)/ VA Pegasus Towers / NC, SC and TN Suncom/T Mobile /NC, SC and TN Maritel (US Coast Guard)/Tennessee Tritel (AT&T)/Tennessee Powertel/Tennessee Airgate(Sprint) /Carolinas Cingular/Carolinas. US Coast Guard /FL to NJ Bechtel (AT&T) /Connecticut Bechtel (AT&T) /VA/WV/KY (2008-9) Nsorro (AT&T) /Carolinas Bechtel (AT&T) /VA/WV/ KY (2013-14)

Site qualification is a very involved process. A property owner must be willing to lease the property. The property must also be eligible to meet all zoning criteria for the local jurisdiction. The property must meet all criteria set forth by the Federal Communications Commission (FCC) to comply with historical, environmental and species standards as dictated by the FCC. Finally the property must be viable from both a radio frequency and construction standpoint.

AT&T / New Cingular Wireless PCS, LLC has assigned me with a search area to locate a viable property for a wireless facility near Rockdale, KY (see Exhibit A). My search concluded that there are no existing structures in the search area that are viable for AT&T's coverage objective.

- The only existing structure in the area is a 50' tall water tank that was submitted to AT&T for review and due to the low height of the structure the surrounding trees would block the signal from meeting the coverage objective.
- There are several property owners in the area that are interested in allowing a
 tower to be built on their property, and SBA and AT&T found a location for the
 proposed tower site in the area that will meet AT&T's coverage objective. (See
 Exhibit B)
- The parcel that SBA is planning to build a new tower on was targeted as a
 potential candidate in the design due to poor coverage along US Route 60 and to
 provide better service for indoor coverage in the Rockdale area. This parcel was
 also chosen because the ground elevation and the fact there is an existing road and
 existing utilities nearby.

Information contained in the forgoing justification is true and correct.

Certified By: Zill My

Richard Rosenfeld
Site Acquisition Specialist

704 905 4585

Exhibit A

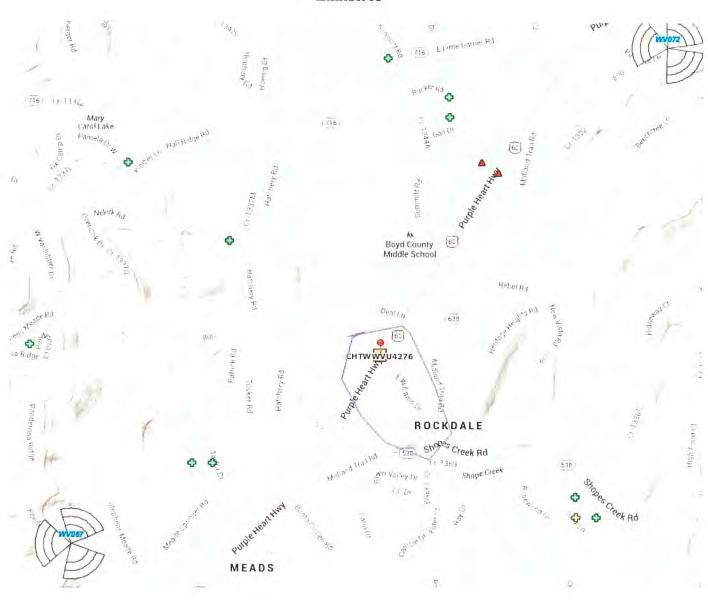


Exhibit B

