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**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**SEP 26 2019**

**PUBLIC SERVICE  
COMMISSION**

In the Matter of:

THE APPLICATION OF	)	
NEW CINGULAR WIRELESS PCS, LLC,	)	
A DELAWARE LIMITED LIABILITY COMPANY,	)	
D/B/A AT&T MOBILITY	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2019-00357
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF BUTLER	)	

SITE NAME: JETSON

\*\*\*\*\*

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

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

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

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

PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4th Street, Suite 2400, Louisville, KY 40202.

2. Applicant proposes construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the PSC for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.040, 278.650, 278.665, and other statutory authority.

3. Applicant is a limited liability company organized in the State of Delaware on October 20, 1994.

4. Applicant attests that it is in good standing in the state in which it is organized and further states that it is authorized to transact business in Kentucky.

5. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity is attached as part of **Exhibit A** pursuant to 807 KAR 5:001:Section 14(3)

6. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of the Applicant's FCC licenses to provide wireless services are attached to this Application or described as part of **Exhibit A**, and the facility will be constructed and operated in accordance with applicable FCC regulations.

7. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in

the Applicant's communications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

8. To address the above-described service needs, Applicant proposes to construct a WCF at 9542 Brownsville Road, Morgantown, KY 42261 (37° 14' 44.45" North latitude, 86° 32' 22.14" West longitude), on a parcel of land located entirely within the county referenced in the caption of this Application. The property on which the WCF will be located is owned by Joyce Faye West pursuant to a Deed recorded at Deed Book 226, Page 411 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

10. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included

as part of **Exhibit B**.

11. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.

12. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

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

14. A copy of the application for Kentucky Airport Zoning Commission ("KAZC") Approval to construct the tower is attached as **Exhibit F**.

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

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

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

18. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable laws and regulations.

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

20. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the site is not within any flood hazard area.

21. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

22. Applicant has notified every person who, according to the records of the

County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been provided with a map of the location of the proposed construction, the PSC docket number for this application, the address of the PSC, and has been informed of his or her right to request intervention. A list of the notified property owners and a copy of the form of the notice sent by certified mail to each landowner are attached as **Exhibit J** and **Exhibit K**, respectively.

23. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.

24. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached as part of **Exhibit M**.

25. The general area where the proposed facility is to be located is rural and wooded.

26. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.

27. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business

receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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

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

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



**WHEREFORE**, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



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David A. Pike  
Pike Legal Group, PLLC  
1578 Highway 44 East, Suite 6  
P. O. Box 369  
Shepherdsville, KY 40165-0369  
Telephone: (502) 955-4400  
Telefax: (502) 543-4410  
Email: dpike@pikelegal.com  
Attorney for New Cingular Wireless PCS, LLC  
d/b/a AT&T Mobility

## **LIST OF EXHIBITS**

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

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

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

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

**Certificate of Authorization**

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

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

**NEW CINGULAR WIRELESS PCS, LLC**

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

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

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



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

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**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> KNLG909	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 07-25-2017	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 08-21-2027	<b>Print Date</b>
<b>Market Number</b> BTA052	<b>Channel Block</b> F	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Bowling Green-Glasgow, KY			
<b>1st Build-out Date</b> 08-21-2002	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

**Conditions:**

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

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

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

**Call Sign:** KNLG909

**File Number:**

**Print Date:**

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

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

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

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

**Call Sign:** KNLG909

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Table with Call Sign (WPOI255), File Number, and Radio Service (CW - PCS Broadband).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

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

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions: Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).



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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

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

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

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

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

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

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

**Call Sign:** WPOI255

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WQGD546	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 12-18-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 12-18-2021	<b>Print Date</b>
<b>Market Number</b> CMA445	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Kentucky 3 - Meade			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

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

**Conditions:**

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

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

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

**Call Sign:** WQGD546

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Table with Call Sign (WQGD757), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date (12-18-2006), Effective Date (02-20-2019), Expiration Date (12-18-2021), Print Date, Market Number (BEA070), Channel Block (C), Sub-Market Designator (0), Market Name (Louisville, KY-IN), and Build-out Dates (1st, 2nd, 3rd, 4th).

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

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

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

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

**Call Sign:** WQGD757

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> WQGD758	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 12-18-2006	<b>Effective Date</b> 02-20-2019	<b>Expiration Date</b> 12-18-2021	<b>Print Date</b>
<b>Market Number</b> BEA071	<b>Channel Block</b> C	<b>Sub-Market Designator</b> 5	
<b>Market Name</b> Nashville, TN-KY			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

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

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

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

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

**Call Sign:** WQGD758

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

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

Reference Copy



REFERENCE COPY

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



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Table with Call Sign (WQGT878), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

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

**Call Sign:** WQGT878

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

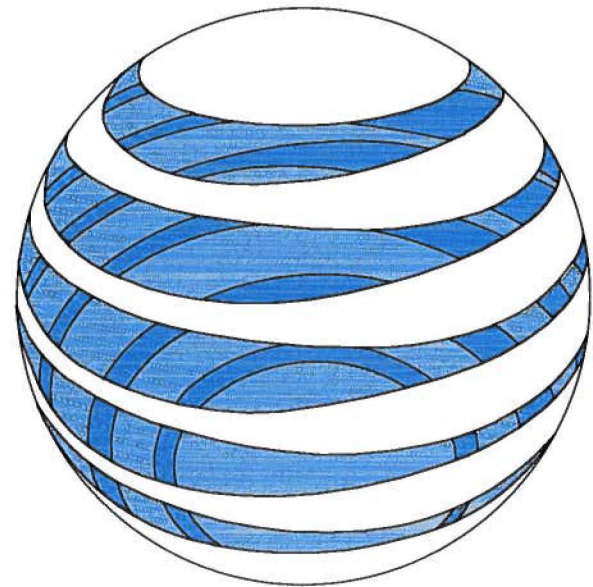
<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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



# at&t

SITE NAME:  
**JETSON**

SITE NUMBER:  
**KYL03670**

NEW RAW LAND SITE WITH 255' SELF SUPPORT TOWER WITH A 15' LIGHTNING ARRESTOR AND INSTALLATION OF AN 8'-0" X 8'-0" CELLXION SHELTER WITH A DIESEL GENERATOR ON AN 10'-0" X 16'-8" CONCRETE FOUNDATION

SHEET INDEX	
T-1	TITLE SHEET & PROJECT INFORMATION
<b>SURVEY:</b>	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
<b>CIVIL:</b>	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
<b>FIRE DEPARTMENT</b>	MORGANTOWN FIRE DEPARTMENT PHONE: (270) 526-3722
<b>POLICE DEPARTMENT</b>	BUTLER COUNTY SHERIFF PHONE: (270) 526-3676
<b>ELECTRIC COMPANY</b>	WARREN RECC PHONE: (270) 526-3384
<b>TELEPHONE COMPANY</b>	AT&T PHONE: (800) 288-2020

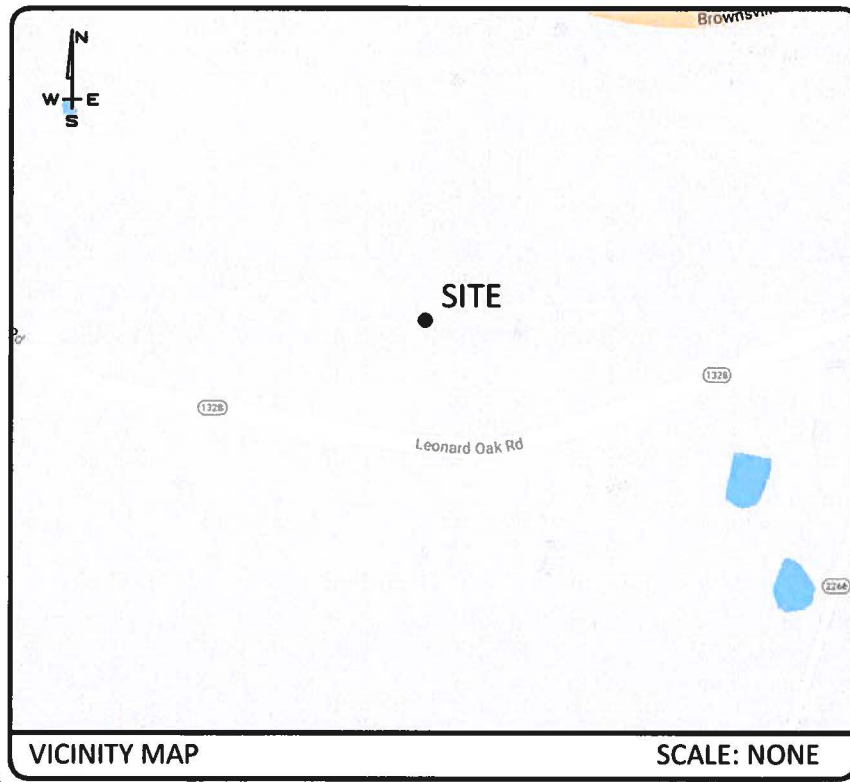
PREPARED BY:  
**POD**  
 POWER OF DESIGN  
 11490 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-437-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

STATE OF KENTUCKY  
**MARK E. PATTERSON**  
 16,308  
 PROFESSIONAL ENGINEER  
 3/9/2019  
 EN PERMIT: 3594

ZONING DRAWINGS		
REV	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.5.18	ISSUED AS FINAL



DRIVE DIRECTIONS	
FROM BUTLER COUNTY CLERK, 110 N MAIN ST, MORGANTOWN, KY 42261:	
HEAD SOUTHWEST ON N MAIN ST TOWARD W G L SMITH ST	157 FEET
TURN RIGHT AT THE 1ST CROSS STREET ONTO US-231 N/W G L SMITH ST	2.4 MILES
TURN RIGHT ONTO KY-70 E/KY-79 N	0.9 MILES
TURN RIGHT ONTO KY-70 E	8.6 MILES
ARRIVE AT SITE, ON THE RIGHT	

PROJECT INFORMATION	
COUNTY:	BUTLER
SITE ADDRESS:	9542 BROWNSVILLE ROAD MORGANTOWN, KY 42261
APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
LATITUDE:	37° 14' 44.45"
LONGITUDE:	86° 32' 22.14"

BUILDING CODES AND STANDARDS	
CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.	
•	CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
•	AMERICAN CONCRETE INSTITUTE 318
•	AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
•	TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
•	STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
•	COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
•	INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
•	ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION
•	2014 KBC
•	2014 NEC
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.	

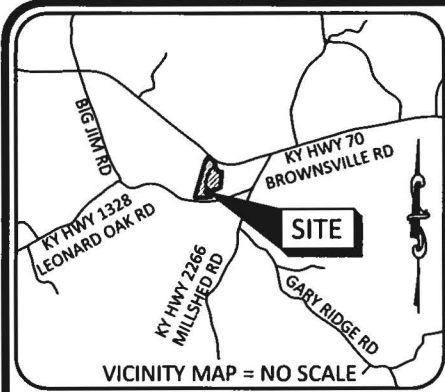
SCOPE OF WORK:	
CONSTRUCTION DRAWINGS FOR: CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.	
SITE WORK: NEW TOWER, UNMANNED SHELTER, & GENERATOR ON CONCRETE FOUNDATION, AND UTILITY INSTALLATIONS.	

**Kentucky 811**

Know what's below. Call before you dig.  
 Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

SITE INFORMATION:	
<b>JETSON</b>	
9542 BROWNSVILLE ROAD MORGANTOWN, KY 42261	
BUTLER COUNTY	
SITE NUMBER: KYL03670	
POD NUMBER:	18-28296
DRAWN BY:	NAB
CHECKED BY:	MEP
DATE:	02.14.19
SHEET TITLE:	
<b>TITLE SHEET &amp; PROJECT INFORMATION</b>	
SHEET NUMBER: <b>T-1</b>	



TRUE NORTH  
GRID NORTH  
-0° 29' 05"  
BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 15, 2018

**GENERAL NOTES**

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.08', FOR A PRECISION OF 1:34,712 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21031C0235D, DATED JANUARY 8, 2014.

**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

Know what's below. Call before you dig.  
Call Monday thru Friday 7 am. to 5 pm.  
**1-800-752-6007**

PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

PARCEL ID: 102-00-00-004.07  
SAMUEL A. & MELISSA D. PALMER  
DEED BOOK 168, PAGE 556

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT (33,860.412 S.F.)  
DETAIL SHEET B-1.1 & B-1.2

PROPOSED LEASE AREA (10,000.000 S.F.)  
DETAIL SHEET B-1.1

PARCEL ID: 102-00-00-007.05  
SAMUEL & MELISSA PALMER  
DEED BOOK 169, PAGE 40

P.O.B. SPC: KY SINGLE ZONE  
N:3,614,076.991  
E:4,691,429.495

PARCEL ID: 102-00-00-004.06  
JOYCE FAYE WEST  
PARCEL 1 OF DEED BOOK 226, PAGE 411

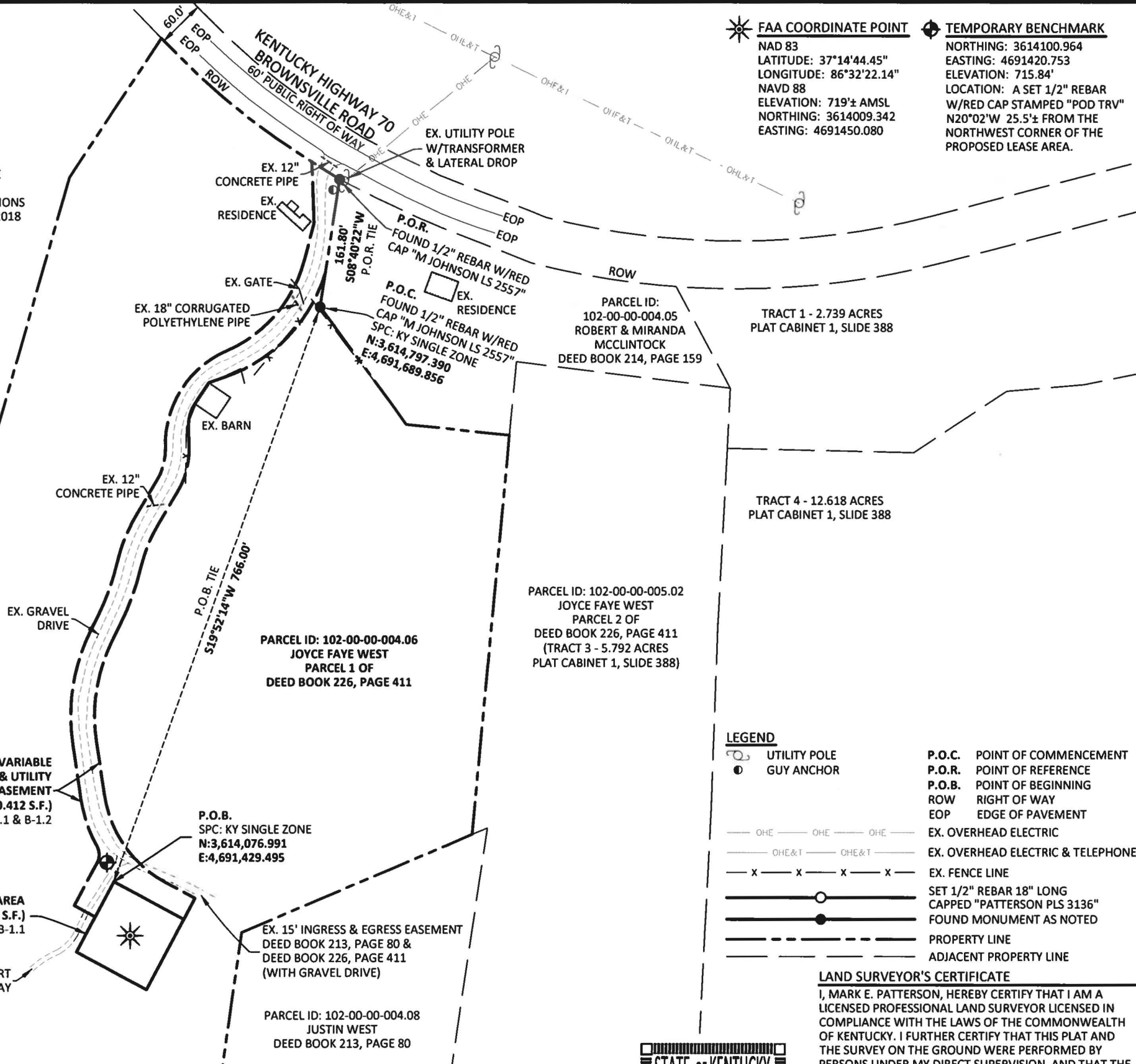
PARCEL ID: 102-00-00-004.08  
JUSTIN WEST  
DEED BOOK 213, PAGE 80

PARCEL ID: 102-00-00-005.02  
JOYCE FAYE WEST  
PARCEL 2 OF DEED BOOK 226, PAGE 411 (TRACT 3 - 5.792 ACRES PLAT CABINET 1, SLIDE 388)

PARCEL ID: 102-00-00-004.05  
ROBERT & MIRANDA MCCLINTOCK  
DEED BOOK 214, PAGE 159

FAA COORDINATE POINT  
NAD 83  
LATITUDE: 37°14'44.45"  
LONGITUDE: 86°32'22.14"  
NAVD 88  
ELEVATION: 719± AMSL  
NORTHING: 3614009.342  
EASTING: 4691450.080

TEMPORARY BENCHMARK  
NORTHING: 3614100.964  
EASTING: 4691420.753  
ELEVATION: 715.84'  
LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N20°02'W 25.5± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.



**LEGEND**

- UTILITY POLE
- GUY ANCHOR
- OHE — OHE — OHE — EX. OVERHEAD ELECTRIC
- OHE&T — OHE&T — EX. OVERHEAD ELECTRIC & TELEPHONE
- x - x - x - x - EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" — FOUND MONUMENT AS NOTED
- — — — — PROPERTY LINE
- - - - - ADJACENT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- ROW RIGHT OF WAY
- EOP EDGE OF PAVEMENT
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE

**LAND SURVEYOR'S CERTIFICATE**

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

*Mark Patterson*  
MARK PATTERSON, PLS #3136  
3/9/2019  
DATE

PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502-437-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.25.18	PRELIMINARY ISSUE
0	12.3.18	ISSUED AS FINAL

**SITE INFORMATION:**

**JETSON**  
9542 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY

TAX PARCEL NUMBER:  
102-00-00-004.06

PROPERTY OWNER:  
JOYCE FAYE WEST  
9710 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261

SOURCE OF TITLE:  
DEED BOOK 226, PAGE 411

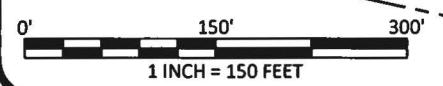
SITE NUMBER:  
KYL03670

POD NUMBER: 18-28298  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 10.15.18  
PLAT DATE: 10.25.18

SHEET TITLE:  
**SITE SURVEY**  
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (4 pages)

**B-1**



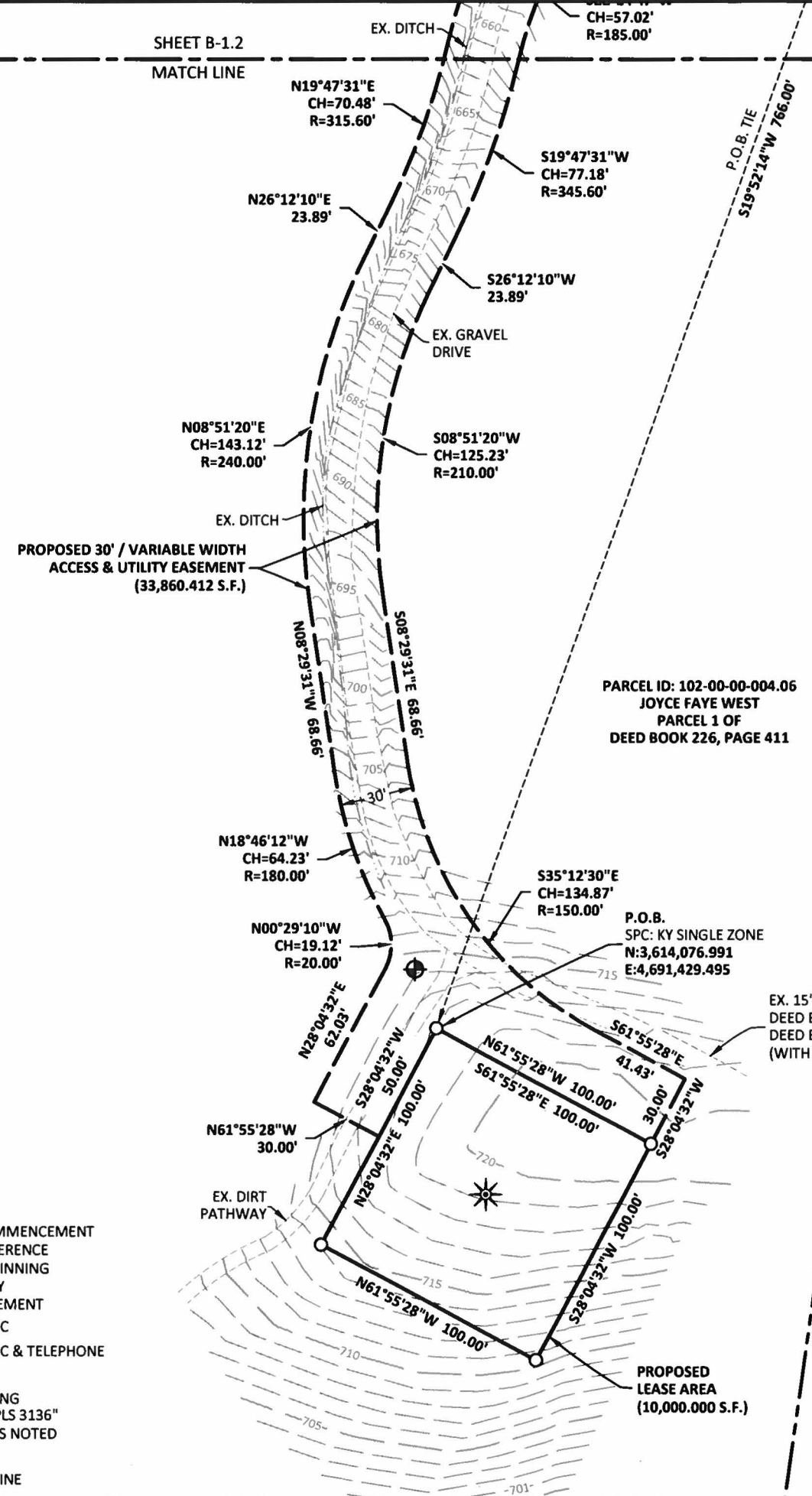
KENTUCKY HIGHWAY 1328  
LEONARD OAK ROAD  
PUBLIC RIGHT OF WAY - UNKNOWN WIDTH

TRUE NORTH  
 GRID NORTH  
 -0° 29' 05"  
 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 15, 2018



**LEGEND**

	UTILITY POLE		P.O.C. POINT OF COMMENCEMENT
	GUY ANCHOR		P.O.R. POINT OF REFERENCE
	P.O.B. POINT OF BEGINNING		ROW RIGHT OF WAY
	EOP EDGE OF PAVEMENT		EX. OVERHEAD ELECTRIC
	EX. OVERHEAD ELECTRIC & TELEPHONE		EX. FENCE LINE
	SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"		FOUND MONUMENT AS NOTED
	PROPERTY LINE		ADJACENT PROPERTY LINE



**FAA COORDINATE POINT**  
 NAD 83  
 LATITUDE: 37°14'44.45"  
 LONGITUDE: 86°32'22.14"  
 NAVD 88  
 ELEVATION: 719± AMSL  
 NORTHING: 3614009.342  
 EASTING: 4691450.080

**TEMPORARY BENCHMARK**  
 NORTHING: 3614100.964  
 EASTING: 4691420.753  
 ELEVATION: 715.84'  
 LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N20°02'W 25.5± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

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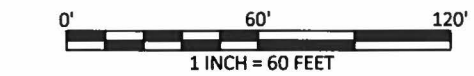
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**GLOBAL POSITIONING SYSTEMS NOTE**

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2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
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MARK PATTERSON, PLS #3136  
 3/9/2019  
 DATE

PREPARED BY:  
  
 POWER OF DESIGN  
 11490 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-437-5252

PREPARED FOR:

PREPARED FOR:

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.25.18	PRELIMINARY ISSUE
0	12.3.18	ISSUED AS FINAL

**SITE INFORMATION:**

**JETSON**  
 9542 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 102-00-00-004.06

**PROPERTY OWNER:**  
 JOYCE FAYE WEST  
 9710 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 226, PAGE 411

**SITE NUMBER:**  
 KYL03670

**POD NUMBER:** 18-28298  
**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.15.18  
**PLAT DATE:** 10.25.18

**SHEET TITLE:**  
**SITE SURVEY**  
 THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

**SHEET NUMBER:** (4 pages)  
**B-1.1**

**GENERAL NOTES**

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**FAA COORDINATE POINT**

NAD 83  
 LATITUDE: 37°14'44.45"  
 LONGITUDE: 86°32'22.14"  
 NAVD 88  
 ELEVATION: 719± AMSL  
 NORTHING: 3614009.342  
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**TEMPORARY BENCHMARK**

NORTHING: 3614100.964  
 EASTING: 4691420.753  
 ELEVATION: 715.84'  
 LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N20°02'W 25.5'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 102-00-00-004.06  
 JOYCE FAYE WEST  
 PARCEL 1 OF  
 DEED BOOK 226, PAGE 411

PARCEL ID: 102-00-00-004.05  
 ROBERT & MIRANDA MCCLINTOCK  
 DEED BOOK 214, PAGE 159

PARCEL ID: 102-00-00-005.02  
 JOYCE FAYE WEST  
 PARCEL 2 OF  
 DEED BOOK 226, PAGE 411  
 (TRACT 3 - 5.792 ACRES  
 PLAT CABINET 1, SLIDE 388)

PREPARED BY:  
  
 POWER OF DESIGN  
 11490 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-437-5252

PREPARED FOR:  


PREPARED FOR:  


**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.25.18	PRELIMINARY ISSUE
0	12.3.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**JETSON**  
 9542 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY  
  
**TAX PARCEL NUMBER:**  
 102-00-00-004.06  
  
**PROPERTY OWNER:**  
 JOYCE FAYE WEST  
 9710 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
  
**SOURCE OF TITLE:**  
 DEED BOOK 226, PAGE 411

**SITE NUMBER:**  
 KYL03670

**POD NUMBER:** 18-28298  
**DRAWN BY:** DAP  
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**SURVEY DATE:** 10.15.18  
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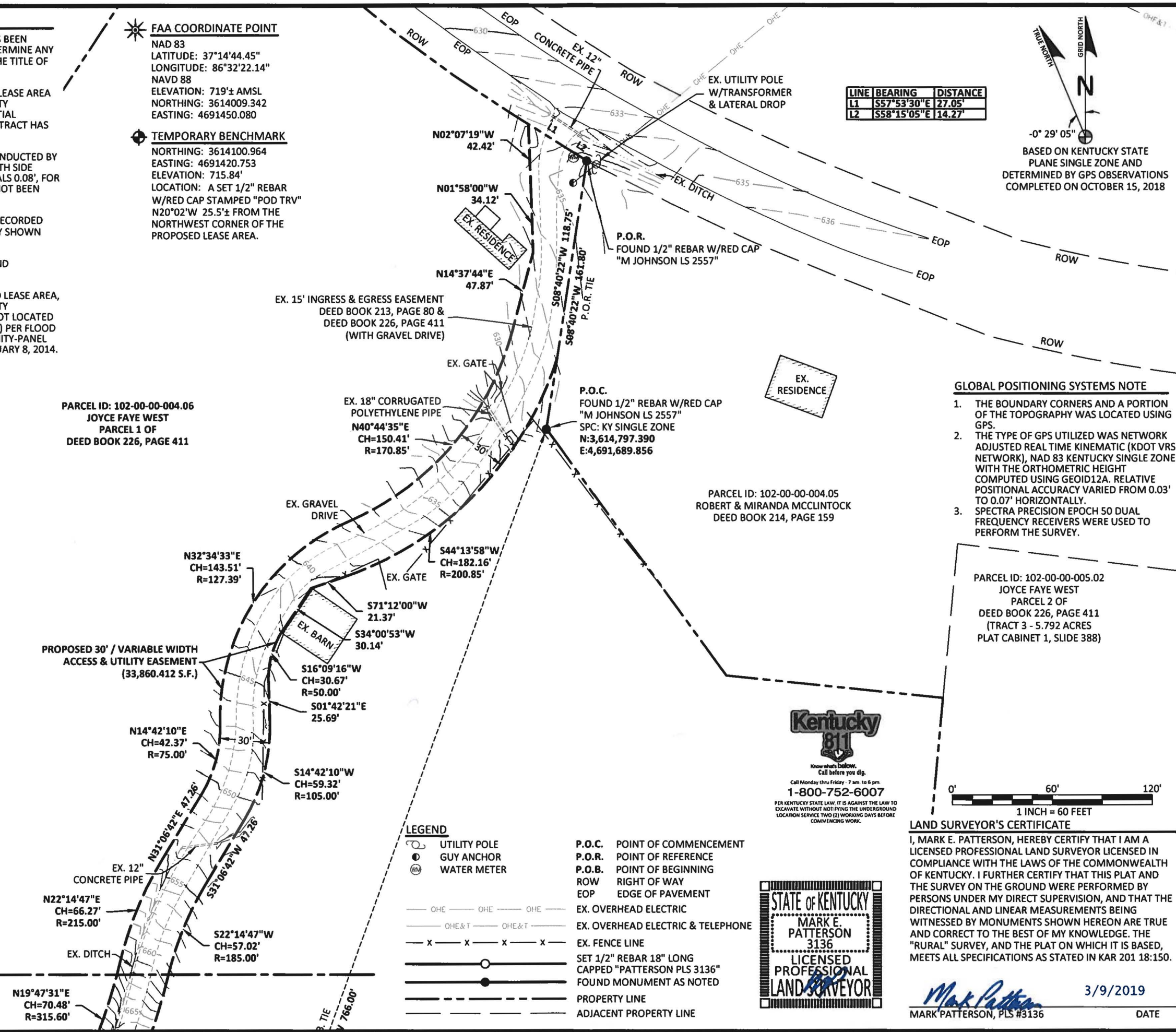
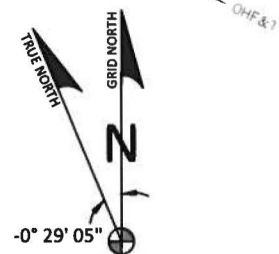
**SHEET TITLE:**  
**SITE SURVEY**  
 THIS DOES NOT REPRESENT A  
 BOUNDARY SURVEY OF THE  
 PARENT PARCEL

**SHEET NUMBER:** (4 pages)  
**B-1.2**










**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

LINE	BEARING	DISTANCE
L1	S57°53'30"E	27.05'
L2	S58°15'05"E	14.27'



**LEGEND**

-  UTILITY POLE
-  GUY ANCHOR
-  WATER METER
-  EX. OVERHEAD ELECTRIC
-  EX. OVERHEAD ELECTRIC & TELEPHONE
-  EX. FENCE LINE
-  SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" FOUND MONUMENT AS NOTED
-  PROPERTY LINE
-  ADJACENT PROPERTY LINE

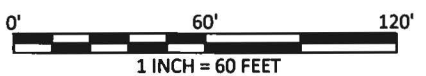
**Kentucky 811**  
 Know what's below.  
 Call before you dig.  
 Call Monday thru Friday - 7 am to 6 pm  
**1-800-752-6007**  
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

**STATE OF KENTUCKY**  
**MARK E. PATTERSON**  
 3136  
**LICENSED PROFESSIONAL LAND SURVEYOR**

**LAND SURVEYOR'S CERTIFICATE**

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

  
 MARK PATTERSON, PLS #3136  
 3/9/2019  
 DATE



MATCH LINE  
 SHEET B-1.1

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO JOYCE FAYE WEST AS RECORDED IN THE OFFICE OF THE CLERK OF BUTLER COUNTY, KENTUCKY AS DESCRIBED IN DEED BOOK 226, PAGE 411 (PARCEL 1), PARCEL ID: 102-00-00-004.06, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON OCTOBER 15, 2018.

COMMENCING AT A FOUND 1/2" REBAR WITH A RED CAP STAMPED "M JOHNSON LS 2557" IN THE COMMON CORNER TO THE PROPERTY CONVEYED TO JOYCE FAYE WEST AS RECORDED IN DEED BOOK 226, PAGE 411 (PARCEL 1), PARCEL ID: 102-00-00-004.06 AND CORNER TO THE PROPERTY CONVEYED TO ROBERT & MIRANDA MCCLINTOCK AS RECORDED IN DEED BOOK 214, PAGE 159, PARCEL ID: 102-00-00-004.05 AND HAVING A STATE PLANE COORDINATE, KY SINGLE ZONE VALUE OF N:3,614,797.390 & E:4,691,689.856, FOR REFERENCE SAID REBAR IS 508'40'22"W 161.80' FROM A FOUND 1/2" REBAR WITH A RED CAP STAMPED "M JOHNSON LS 2557" IN THE COMMON CORNER TO THE SAME AND BEING IN THE SOUTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70 (BROWNSVILLE ROAD); THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF SAID WEST, S19°52'14"W 766.00' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREINAFTER REFERRED TO AS A "SET IPC" AT THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING, HAVING A STATE PLANE COORDINATE, KY SINGLE ZONE VALUE OF N:3,614,076.991 & E:4,691,429.495; THENCE S61°55'28"E 100.00' TO A SET IPC; THENCE S28°04'32"W 100.00' TO A SET IPC; THENCE N61°55'28"W 100.00' TO A SET IPC; THENCE N28°04'32"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 4, 2018.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO JOYCE FAYE WEST AS RECORDED IN THE OFFICE OF THE CLERK OF BUTLER COUNTY, KENTUCKY AS DESCRIBED IN DEED BOOK 226, PAGE 411 (PARCEL 1), PARCEL ID: 102-00-00-004.06, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON OCTOBER 15, 2018.

COMMENCING AT A FOUND 1/2" REBAR WITH A RED CAP STAMPED "M JOHNSON LS 2557" IN THE COMMON CORNER TO THE PROPERTY CONVEYED TO JOYCE FAYE WEST AS RECORDED IN DEED BOOK 226, PAGE 411 (PARCEL 1), PARCEL ID: 102-00-00-004.06 AND CORNER TO THE PROPERTY CONVEYED TO ROBERT & MIRANDA MCCLINTOCK AS RECORDED IN DEED BOOK 214, PAGE 159, PARCEL ID: 102-00-00-004.05 AND HAVING A STATE PLANE COORDINATE, KY SINGLE ZONE VALUE OF N:3,614,797.390 & E:4,691,689.856, FOR REFERENCE SAID REBAR IS 508'40'22"W 161.80' FROM A FOUND 1/2" REBAR WITH A RED CAP STAMPED "M JOHNSON LS 2557" IN THE COMMON CORNER TO THE SAME AND BEING IN THE SOUTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70 (BROWNSVILLE ROAD); THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF SAID WEST, S19°52'14"W 766.00' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREINAFTER REFERRED TO AS A "SET IPC" AT THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING, HAVING A STATE PLANE COORDINATE, KY SINGLE ZONE VALUE OF N:3,614,076.991 & E:4,691,429.495; THENCE WITH SAID LEASE AREA, S28°04'32"W 50.00'; THENCE LEAVING SAID LEASE AREA, N61°55'28"W 30.00'; THENCE N28°04'32"E 62.03'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', N00°29'10"W 19.12'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00', N18°46'12"W 64.23'; THENCE N08°29'31"W 68.66'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00', N08°51'20"E 143.12'; THENCE N26°12'10"E 23.89'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 315.60', N19°47'31"E 70.48'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', N22°14'47"E 66.27'; THENCE N31°06'42"E 47.26'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 75.00', N14°42'10"E 42.37'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 127.39', N32°34'33"E 143.51'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 170.85', N40°44'35"E 150.41'; THENCE N14°37'44"E 47.87'; THENCE N01°58'00"W 34.12'; THENCE N02°07'19"W 42.42' TO THE NORTH LINE OF SAID WEST PROPERTY AND THE SOUTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70; THENCE WITH SAID LINE FOR THE NEXT TWO CALLS, S57°53'30"E 27.05'; THENCE S58°15'05"E 14.27' TO A FOUND 1/2" REBAR WITH A RED CAP STAMPED "M JOHNSON LS 2557" BEING THE AFOREMENTIONED REFERENCE POINT IN THE COMMON CORNER TO SAID WEST AND MCCLINTOCK PROPERTY; THENCE LEAVING SAID RIGHT OF WAY AND WITH THE COMMON LINE OF SAID WEST AND MCCLINTOCK PROPERTY, S08°40'22"W 118.75'; THENCE LEAVING SAID COMMON LINE AND TRAVERSING THE LAND OF SAID WEST, WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.85', S44°13'58"W 182.16'; THENCE S71°12'00"W 21.37'; THENCE S34°00'53"W 30.14'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', S16°09'16"W 30.67'; THENCE S01°42'21"E 25.69'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 105.00', S14°42'10"W 59.32'; THENCE S31°06'42"W 47.26'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', S22°14'47"W 57.02'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 345.60', S19°47'31"W 77.18'; THENCE S26°12'10"W 23.89'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.00', S08°51'20"W 125.23'; THENCE S08°29'31"E 68.66'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00', S35°12'30"E 134.87'; THENCE S61°55'28"E 41.43'; THENCE S28°04'32"W 30.00' TO A SET IPC IN THE NORTHEAST CORNER OF SAID LEASE AREA; THENCE WITH SAID LEASE AREA, N61°55'28"W 100.00' TO THE POINT OF BEGINNING CONTAINING 33,860.412 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 4, 2018.

REPORT OF TITLE - PARCEL 102-00-00-004.06 - DEED BOOK 226, PAGE 411

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, ON BEHALF OF AT&T, FILE NO. 62112-KY1811-5030, REFERENCE NO. JETSON-FA 13800754, ISSUE DATE OF NOVEMBER 29, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- 1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID :102-00-00-004.06 - LAND ASSESSMENT: \$17,400.00 - TOTAL ASSESSED VALUE: \$17,400.00 - PERIOD :2018 - PAYMENT STATUS: CURRENT - TAX AMOUNT : \$178.17 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-0-).
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
(JUDGMENTS, LIENS AND UCC)
5. NONE WITHIN PERIOD SEARCHED
(COVENANTS/RESTRICTIONS)
6. NONE WITHIN PERIOD SEARCHED
(EASEMENTS AND RIGHTS OF WAY)
7. NONE WITHIN PERIOD SEARCHED
(OTHER FILED DOCUMENTS)
8. WENDELL PHELPS AND BETTY PHELPS BOUNDARY SURVEY AND DIVISION DATED 7/6/2016 RECORDED 8/9/2016 IN BOOK 1 PAGE 388. (BOUNDARY SURVEY AS SHOWN IN BOOK 1 PAGE 388 DOES NOT AFFECT THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 226, PAGE 411 (NOT FIELD SURVEYED)

PARCEL ONE:

BEING A 17.295 ACRES TRACT OF LAND LOCATED ON THE SOUTHWEST SIDE OF KY HWY. 70 AND NORTHEAST OF KY HWY. 1328, LEONARD OAK VICINITY, BUTLER COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

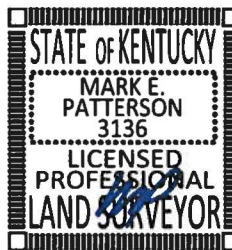
BEGINNING ON AN IRON PIN, FOUND, 30 FEET SOUTHWEST OF THE CENTER OF KY. HWY. 70, SAID IRON PIN BEING THE NORTHWEST CORNER OF MICHAEL BRATCHER'S TRACT, DEED BOOK 168, AT PAGE 25, RECORDS OF THE BUTLER COUNTY COURT CLERK'S OFFICE; THENCE FROM THE POINT OF BEGINNING WITH BRATCHER'S LINE, REDUCED TO THE FOLLOWING THREE (3) STRAIGHT LINE SEGMENTS: S 9 DEG 51 MIN 17 SEC W, A DISTANCE OF 161.80 FEET TO AN IRON PIN, FOUND; THENCE S 35 DEG 06 MIN 34 SEC E, A DISTANCE OF 182.54 FEET TO ANOTHER IRON PIN, FOUND; THENCE S 82 DEG 53 MIN 52 SEC. E. A DISTANCE OF 130.66 FEET TO AN IRON PIN, FOUND, A SOUTHERLY CORNER TO BRATCHER'S TRACT, LOCATED IN THE WEST LINE OF WINDSELL PHELPS' TRACT, DEED BOOK 86, AT PAGE 290; THENCE WITH PHELPS' LINE S 6 DEG 26 MIN 53 SEC W, A DISTANCE OF 810.85 FEET TO AN IRON PIN, THE SOUTHWEST CORNER TO PHELPS' TRACT, LOCATED IN AN EXISTING FENCE, ALONG THE NORTH LINE TO LARRY BARR'S PARCEL NO. 1, TRACT NO. 5 DEED BOOK 158, AT PAGE 292-302; THENCE WITH THE AFORESAID FENCE, REDUCED TO THE FOLLOWING FOUR (4) STRAIGHT LINE SEGMENTS: N 89 DEG 23 MIN 15 SEC W, A DISTANCE OF 187.79 FEET; THENCE S 87 DEG 41 MIN 21 SEC W, A DISTANCE OF 253.22 FEET; THENCE S 89 DEG 37 MIN 21 SEC W, A DISTANCE OF 225.41 FEET; THENCE N 83 DEG 51 MIN 53 SEC W, A DISTANCE OF 143.33 FEET TO AN IRON PIN, A NEW CORNER, LOCATED AT AN OAK, IN THE AFORESAID FENCE, ALONG THE NORTH LINE OF BARR'S TRACT; THENCE WITH A NEW DIVISION LINE N 17 DEG 14 MIN 04 SEC E, A DISTANCE OF 1187.86 FEET TO AN IRON PIN, A NEW CORNER; THENCE CONTINUING WITH A NEW DIVISION LINE N 34 DEG 46 MIN 19 SEC E, A DISTANCE OF 209.70 FEET TO AN IRON PIN, A NEW CORNER, LOCATED 30 FEET SOUTHWEST OF THE CENTER OF KY HWY. 70; THENCE WITH THE FOLLOWING EIGHT (8) CALLS, BEING 30 FEET SOUTHWEST OF, AND PARALLEL WITH THE CENTER OF THE AFORESAID HIGHWAY: S 43 DEG 20 MIN 12 SEC E, A DISTANCE OF 25.03 FEET; THENCE S 44 DEG 17 MIN 59 SEC E, A DISTANCE OF 39.64 FEET; THENCE S 46 DEG 55 MIN 59 SEC E, A DISTANCE OF 42.32 FEET; THENCE S 49 DEG 50 MIN 24 SEC E, A DISTANCE OF 44.12 FEET; THENCE S 52 DEG 45 MIN 41 SEC E, A DISTANCE OF 40.64 FEET; THENCE S 55 DEG 17 MIN 16 SEC E, A DISTANCE OF 41.30 FEET; THENCE S 56 DEG 42 MIN 35 SEC E, A DISTANCE OF 40.08 FEET; THENCE S 57 DEG 04 MIN 10 SEC E, A DISTANCE OF 14.25 FEET TO THE POINT OF BEGINNING, CONTAINING 17.295 ACRES, BY EDM RELATED SURVEY, PERFORMED BY MARK P. JOHNSON, KY REG. L.S. # 2557, ON 3-29-2002, USING A DEED BEARING TAKEN ALONG THE NORTHEAST LINE TO PALMER'S TRACT.

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

BEING A 1.673 ACRES TRACT OF LAND LOCATED APPROXIMATELY 1000 FEET SOUTHWEST OF KY HWY. 70 AND APPROXIMATELY 200 FEET NORTHEAST OF KY HWY. 1328, JETSON-LEONARD OAK VICINITY, BUTLER COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON PIN THE SOUTHWEST CORNER TO WINDSELL & BETTY PHELPS' TRACT, DEED BOOK 86, AT PAGE 290, SAID IRON PIN LOCATED IN AN EXISTING FENCE, ALONG THE NORTH LINE TO ANDREW & MELISSA PALMER'S TRACT, DEED BOOK 169, AT PAGE 40; THENCE WITH THE AFORESAID FENCE, REDUCED TO THE FOLLOWING STRAIGHT LINE SEGMENT: N 89 DEG 19 MIN 23 SEC W, A DISTANCE OF 289.28 FEET TO AN IRON PIN, A NEW CORNER LOCATED IN AN EXISTING FENCE ALONG THE NORTH LINE TO PALMER'S TRACT; THENCE WITH A NEW DIVISION LINE, N 09 DEG 21 MIN 55 SEC E, A DISTANCE OF 189.45 FEET TO AN IRON PIN, A NEW CORNER LOCATED ON THE SOUTHWEST SIDE OF A DRIVEWAY EASEMENT; THENCE CROSSING THE AFORESAID DRIVEWAY, N 68 DEG 20 MIN 46 SEC E, A DISTANCE OF 336.19 FEET TO AN IRON PIN, A NEW CORNER; THENCE WITH ANOTHER NEW DIVISION LINE, S 09 DEG 45 MIN 04 SEC W, A DISTANCE OF 319.01 FEET TO THE POINT OF BEGINNING, CONTAINING 1.673 ACRES, BY EDM RELATED SURVEY, PERFORMED BY MARK P. JOHNSON, KY REG. L.S. # 2557, ON 12-08-2012, USING A DEED BEARING TAKEN FROM THE PARENT TRACT.

GRANTORS ALSO CONVEYS TO GRANTEES HEREIN, ACCESS TO INSTALL AND MAINTAIN A PROPOSED OFF-SITE SEPTIC & LATERAL SYSTEM AND FUTURE UTILITY RIGHT OF WAY EASEMENTS, LOCATION'S TO BE DETERMINED AS BUILT, AND A 15 FEET WIDE INGRESS AND EGRESS, DRIVEWAY RIGHT OF WAY EASEMENT TO THE ABOVE TRACT, SAID EASEMENT EXTENDS 7.5 FEET TO EITHER SIDE OF AND PARALLEL WITH THE CENTER OF THE EXISTING DRIVE WHICH EXTENDS FROM THE SOUTH SIDE OF KY HWY. 70 TO THE TO THE NORTH LINE OF THE ABOVE 1.615 ACRES TRACT AS SHOWN AN ATTACHED PLAT FOR REFERENCE.



LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Signature of Mark Patterson, dated 3/9/2019. MARK PATTERSON, PLS #3136 DATE

POD POWER OF DESIGN 11490 BLUEGRASS PARKWAY LOUISVILLE, KY 40299 502-437-5252

MasTec

at&t

SITE SURVEY

Table with columns: REV., DATE, DESCRIPTION. Row 1: A, 10.25.18, PRELIMINARY ISSUE. Row 2: 0, 12.3.18, ISSUED AS FINAL.

SITE INFORMATION: JETSON 9542 BROWNSVILLE ROAD MORGANTOWN, KY 42261 BUTLER COUNTY TAX PARCEL NUMBER: 102-00-00-004.06 PROPERTY OWNER: JOYCE FAYE WEST 9710 BROWNSVILLE ROAD MORGANTOWN, KY 42261

SOURCE OF TITLE: DEED BOOK 226, PAGE 411

SITE NUMBER: KYL03670

POD NUMBER: 18-28298 DRAWN BY: DAP CHECKED BY: MEP SURVEY DATE: 10.15.18 PLAT DATE: 10.25.18

SHEET TITLE: SITE SURVEY THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER: (4 pages) B-1.3



NOTE:  
PARCEL NUMBERS ARE OF RECORD IN  
THE BUTLER COUNTY PROPERTY  
VALUATION ADMINISTRATOR OFFICE.

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BUTLER COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON OCTOBER 15, 2018 AND RE-VERIFIED ON FEBRUARY 28, 2019. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.

EXISTING BUILDINGS

- B = BARN
- G = GARAGE
- M = MOBILE HOME
- R = RESIDENCE
- S = SHED



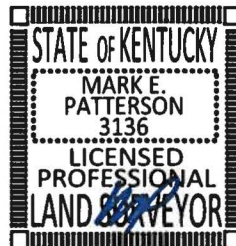
CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

*Mark Patterson*  
MARK PATTERSON, PLS #3136

3/9/2019

DATE



200' RADIUS FROM  
THE PROPOSED  
ACCESS & UTILITY  
EASEMENT

500' RADIUS

PROPOSED ACCESS &  
UTILITY EASEMENT

PROPOSED  
LEASE AREA

KY HWY 70 / BROWNSVILLE ROAD

KY HWY 1328 / LEONARD OAK ROAD

MILLSHED ROAD

- (D1)** PARCEL ID: 102-00-00-004.05  
MCCLINTOCK ROBERT & MIRANDA  
122 WILLIS FARM RD  
MORGANTOWN KY 42261
- (E1)** PARCEL ID: 102-00-00-004.08  
WEST JUSTIN  
9616 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (F1)** PARCEL ID: 102-00-00-007.14  
MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219
- (F2)** PARCEL ID: 102-00-00-007.04  
MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219
- (G1)** PARCEL ID: 102-00-00-007.11  
RYND KAREN DENISE  
3303 HINES DR  
MORGANTOWN KY 42261
- (H1)** PARCEL ID: 102-00-00-007.06  
WALDRON JOHN  
20 FOYES LN  
KITTELY POINT ME 03905
- (I1)** PARCEL ID: 102-00-00-005.00  
PHELPS TIMOTHY & PEPPER  
449 COMBS DR  
BOWLING GREEN KY 42101
- (J1)** PARCEL ID: 102-00-00-005.03  
SHEPHERD CAROLYN  
11569 LEONARD OAK RD  
MORGANTOWN KY 42261
- (K1)** PARCEL ID: 102-00-00-007.07  
NITZ DIXIE A  
82 MILLSHED RD  
MORGANTOWN KY 42261
- (L1)** PARCEL ID: 102-00-00-007.17  
BLVI LLC  
PO BOX 1078  
BRANDENBURG KY 40108
- (M1)** PARCEL ID: 102-00-00-007.15  
TROBAUGH & TROBAUGH  
11282 LEONARD OAK RD  
MORGANTOWN KY 42261

- (A1)** PARCEL ID: 102-00-00-004.06  
WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (A2)** PARCEL ID: 102-00-00-005.02  
WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (B1)** PARCEL ID: 102-00-00-004.07  
PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261
- (B2)** PARCEL ID: 102-00-00-007.05  
PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261
- (B3)** PARCEL ID: 102-00-00-004.04  
PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261
- (C1)** PARCEL ID: 108-00-00-043.00  
WHITTINGHILL DAVID & LINDA  
25 LOVE LEE RD  
MORGANTOWN KY 42261

PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502-437-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

EXHIBIT

REV.	DATE	DESCRIPTION
A	02.28.19	ISSUED FOR REVIEW
0	03.08.19	FINAL ISSUE

SITE INFORMATION:

**JETSON**  
9542 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY

TAX PARCEL NUMBER:  
102-00-00-004.06

PROPERTY OWNER:  
JOYCE FAYE WEST  
9710 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261

SOURCE OF TITLE:  
DEED BOOK 226, PAGE 411

SITE NUMBER:  
KYL03670

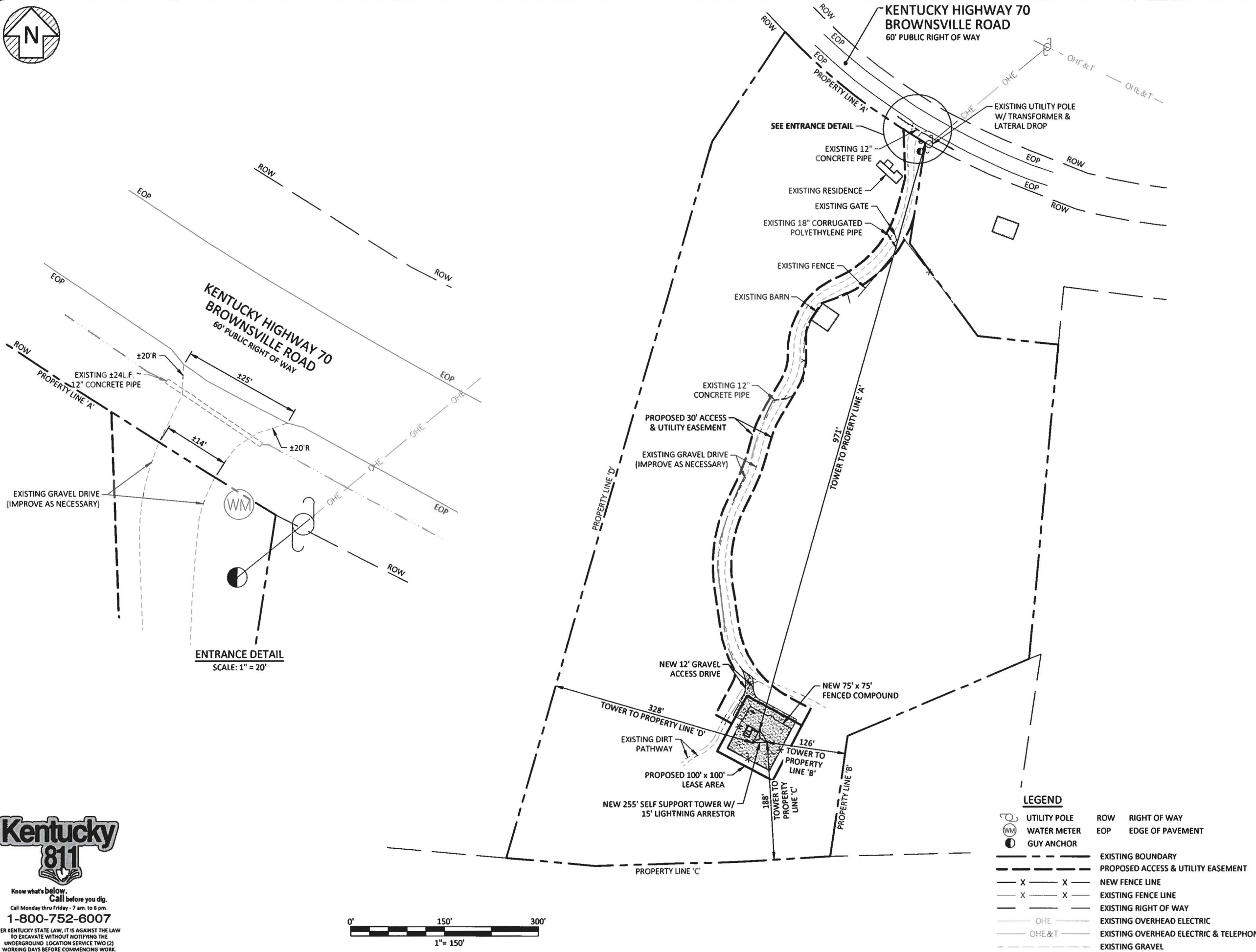
POD NUMBER: 18-28299  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 10.15.18  
EXHIBIT DATE: 02.28.19

SHEET TITLE:

**500' RADIUS AND  
ABUTTERS MAP**

SHEET NUMBER: (1 page)

**B-2**



PREPARED BY:  
**POD**  
 POWER OF DESIGN  
 11490 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-437-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**



EN PERMIT: 3594

**ZONING  
DRAWINGS**

REV	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.5.18	ISSUED AS FINAL

**SITE INFORMATION:**

**JETSON**  
 9542 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

SITE NUMBER:  
**KYL03670**

POD NUMBER: 18-28296  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 02.14.19

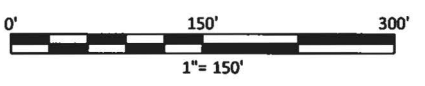
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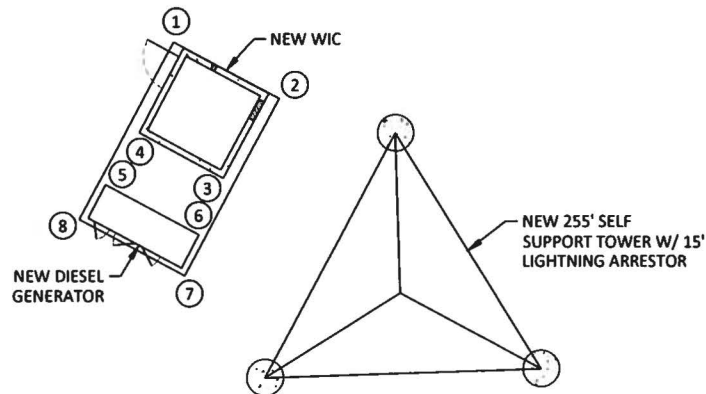
**OVERALL  
SITE LAYOUT**

SHEET NUMBER:  
**C-1**



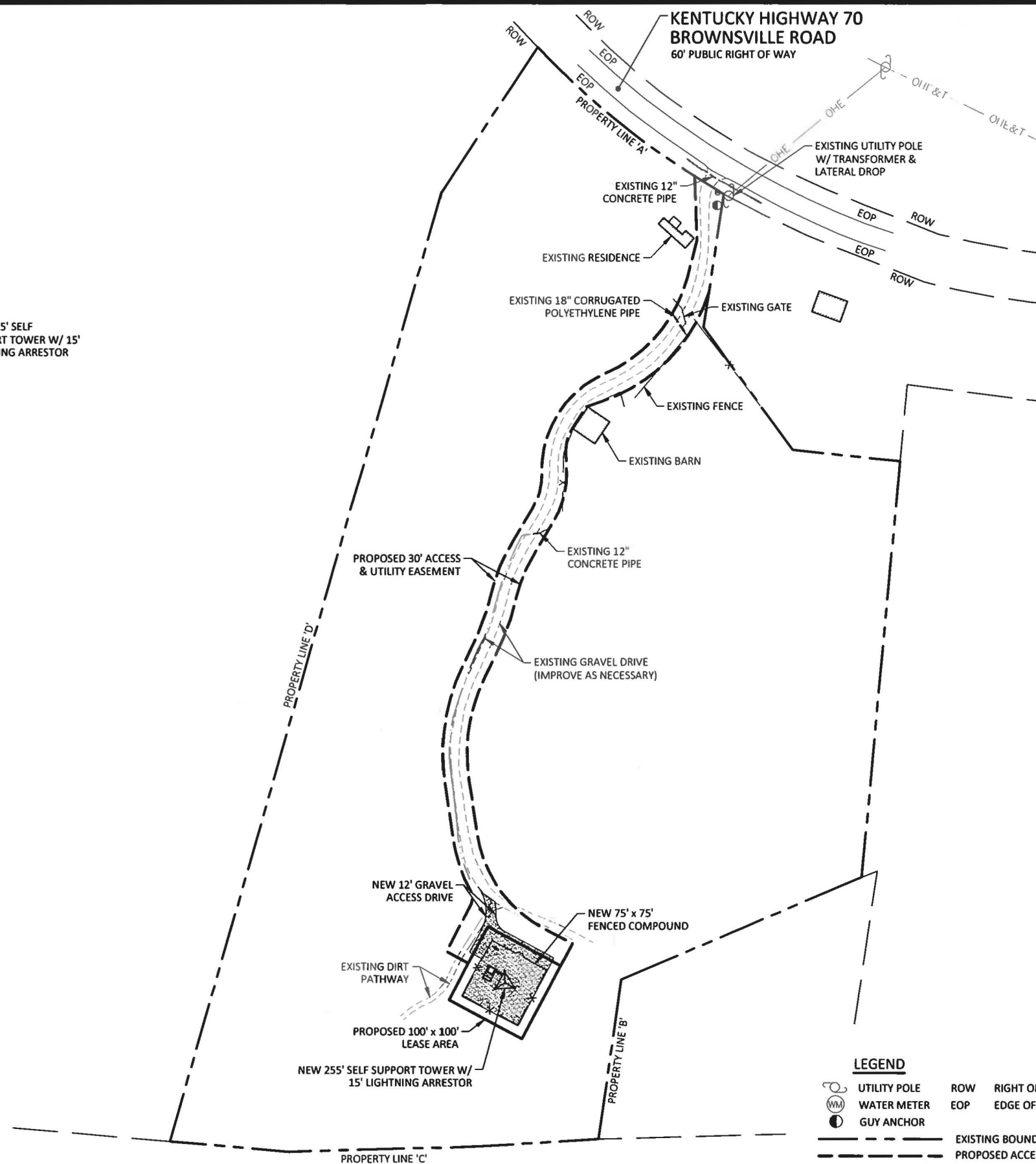
Know what's below.  
 Call before you dig.  
 Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**  
 PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW  
 TO EXCAVATE WITHOUT NOTIFYING THE  
 UNDERGROUND LOCATION SERVICE TWO (2)  
 WORKING DAYS BEFORE COMMENCING WORK.





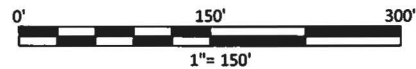
PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	970'
B	2	152'
C	3	205'
D	4	312'
A	5	982'
B	6	156'
C	7	198'
D	8	310'

**EQUIPMENT ENLARGEMENT**  
NOT TO SCALE



**LEGEND**

	UTILITY POLE	ROW	RIGHT OF WAY
	WATER METER	EOP	EDGE OF PAVEMENT
	GUY ANCHOR		
	EXISTING BOUNDARY		
	PROPOSED ACCESS & UTILITY EASEMENT		
	NEW FENCE LINE		
	EXISTING FENCE LINE		
	EXISTING RIGHT OF WAY		
	EXISTING OVERHEAD ELECTRIC		
	EXISTING OVERHEAD ELECTRIC & TELEPHONE		
	EXISTING GRAVEL		



PREPARED BY:  
**POD**  
 POWER OF DESIGN  
 11490 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-437-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

STATE OF KENTUCKY  
 MARK E. PATTERSON  
 16,300  
 PROFESSIONAL ENGINEER  
 3/9/2019  
 EN PERMIT: 3594

**ZONING DRAWINGS**

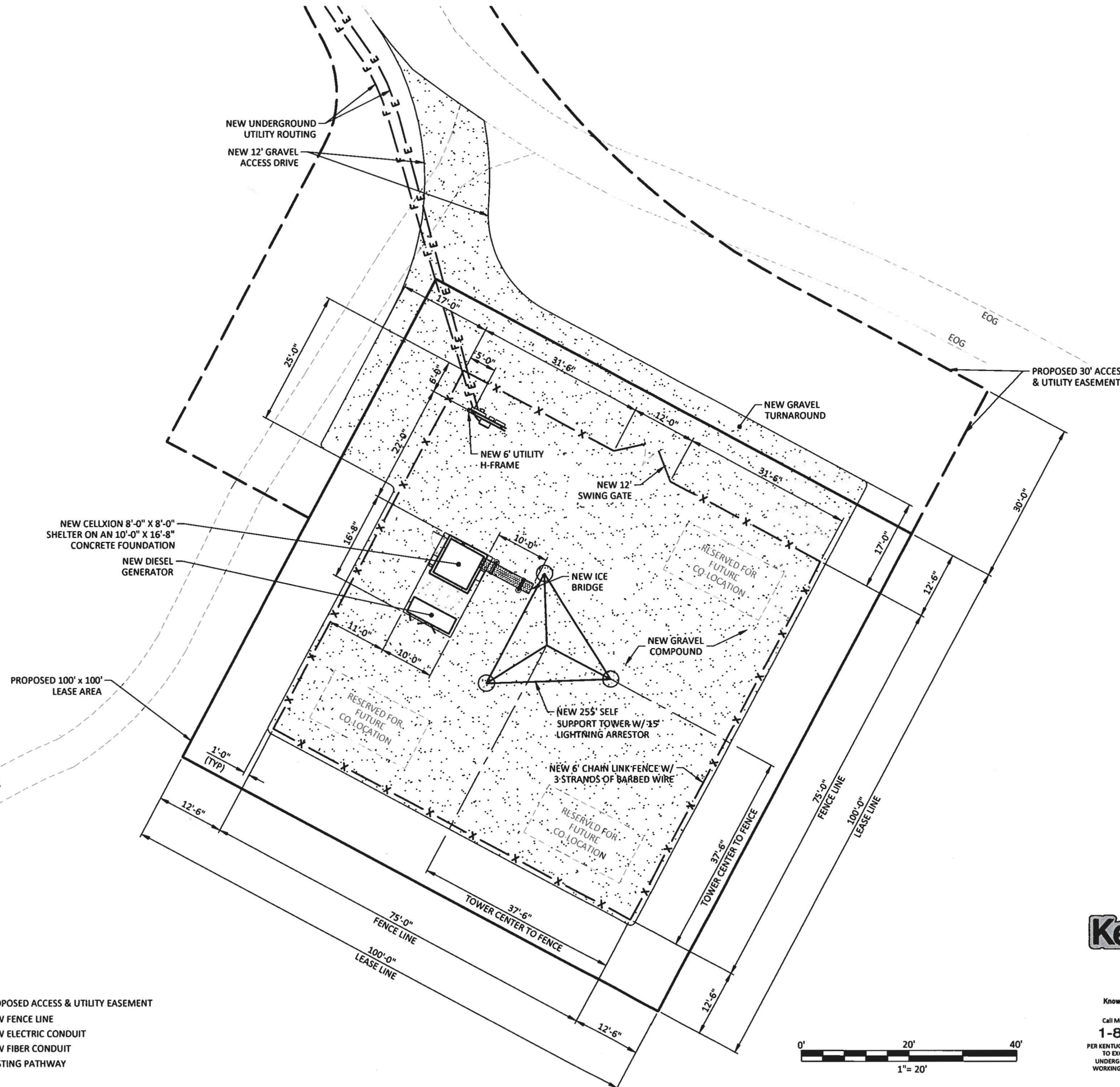
REV	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.5.18	ISSUED AS FINAL

SITE INFORMATION:  
**JETSON**  
 9542 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY  
 SITE NUMBER:  
 KYL03670  
 POD NUMBER: 18-28296  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 02.14.19

SHEET TITLE:  
**OVERALL SITE LAYOUT -CONT'D**

SHEET NUMBER:  
**C-2**

**Kentucky 811**  
 Know what's below. Call before you dig.  
 Call Monday thru Friday - 7 am. to 6 pm.  
 1-800-752-6007  
 PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



**LEGEND**

---	---	PROPOSED ACCESS & UTILITY EASEMENT
-X-X-	-X-X-	NEW FENCE LINE
-E-E-	-E-E-	NEW ELECTRIC CONDUIT
-F-F-	-F-F-	NEW FIBER CONDUIT
---	---	EXISTING PATHWAY

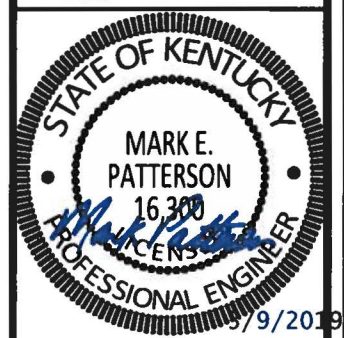


Know what's below.  
Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**  
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502-437-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**



EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.5.18	ISSUED AS FINAL

**SITE INFORMATION:**

**JETSON**  
9542 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY

SITE NUMBER:  
KYL03670

POD NUMBER: 18-28296

DRAWN BY: NAB  
CHECKED BY: MEP  
DATE: 02.14.19

**SHEET TITLE:**

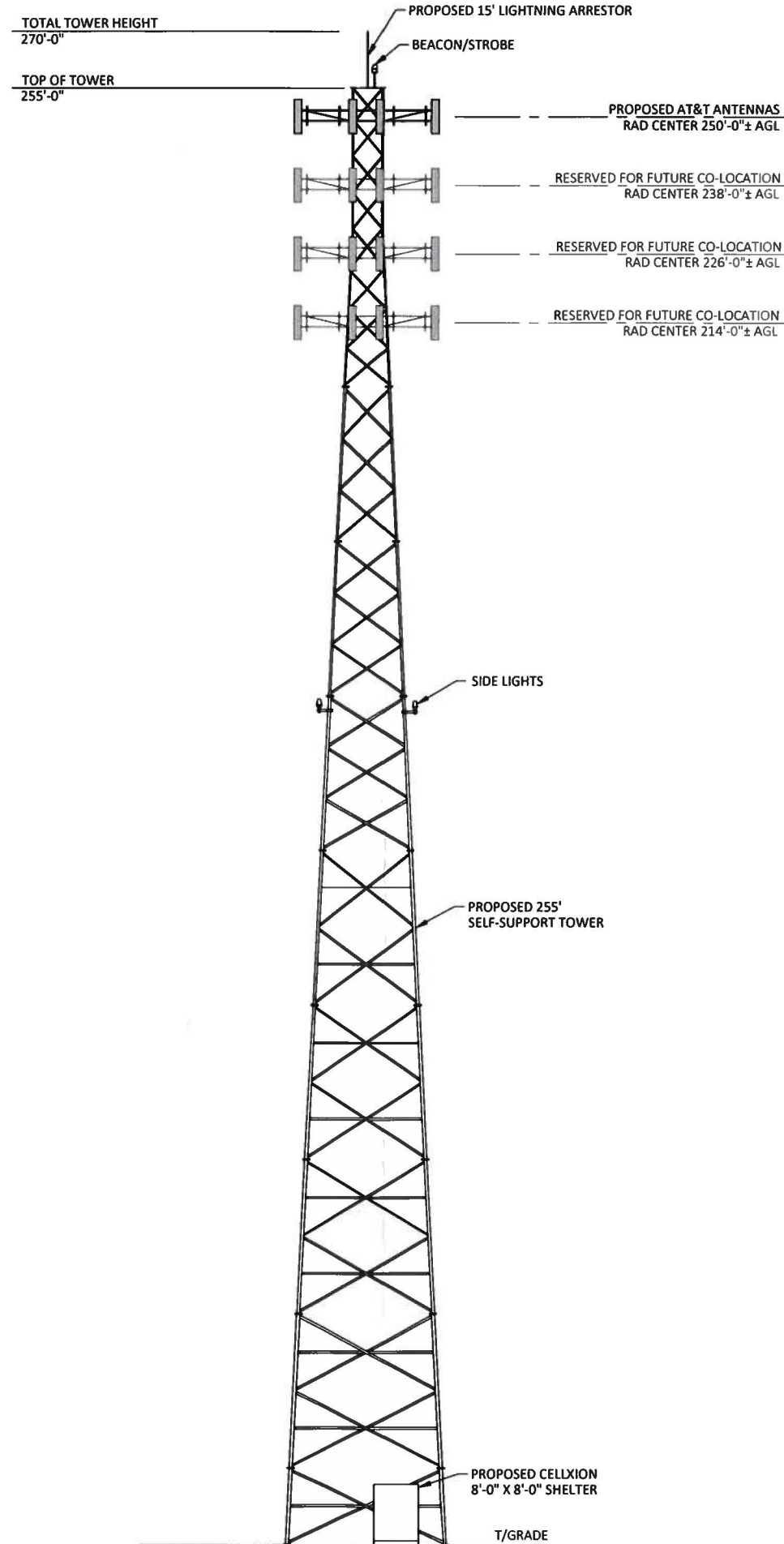
**ENLARGED COMPOUND LAYOUT**

SHEET NUMBER:

**C-3**

**TOWER NOTES:**

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



PREPARED BY:  
  
**POD**  
 POWER OF DESIGN  
 11490 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-437-5252

PREPARED FOR:  


PREPARED FOR:  




EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	2.14.19	ISSUED FOR REVIEW
0	3.5.18	ISSUED AS FINAL

SITE INFORMATION:  
**JETSON**  
 9542 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

SITE NUMBER:  
 KYL03670

POD NUMBER: 18-28296  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 02.14.19

SHEET TITLE:  
**TOWER ELEVATION**

SHEET NUMBER:  
**C-4**

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



December 20<sup>th</sup>, 2018

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

RE: Site Name – Jetson  
Proposed Cell Tower  
37 14 44.45 North Latitude, 86 32 22.14 West Longitude

Dear Commissioners:

The Project / Construction Manager for the proposed new communications facility will be Don Murdock. His contact information is (615) 207-8280 or [Don.Murdock@mastec.com](mailto:Don.Murdock@mastec.com)

Don has been in the industry completing civil construction and constructing towers since 2009. He has worked at Mastec Network Solutions since 2009 completing project and construction management on new site build projects.

Thank you,

A handwritten signature in black ink that reads "Don Murdock". The signature is cursive and stylized.

Don Murdock, Sr. Project Manager – Tennessee/Kentucky Market  
MasTec Network Solutions  
(615) 207-8280



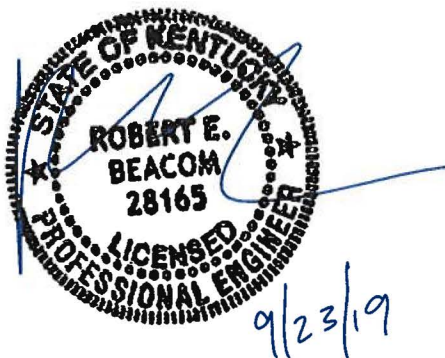
**Structural Design Report**  
255' S3TL Series HD1 Self-Supporting Tower  
Site: Jetson, KY

Prepared for: AT&T  
by: Sabre Towers & Poles™

Job Number: 443658

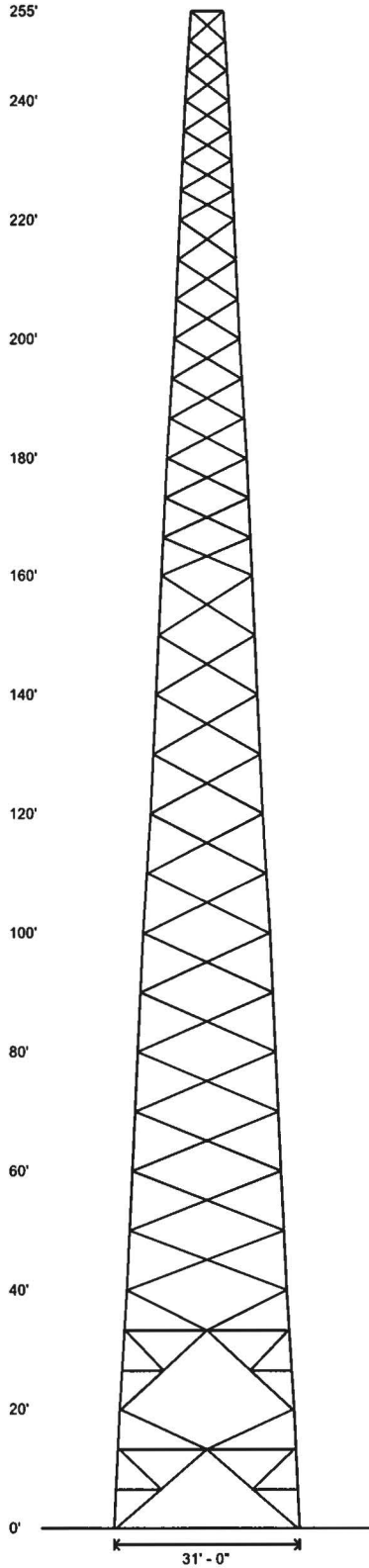
September 23, 2019

Tower Profile.....	1-2
Foundation Design Summary (Option 1).....	3
Foundation Design Summary (Option 2).....	4
Maximum Leg Loads.....	5
Maximum Diagonal Loads.....	6
Maximum Foundation Loads.....	7
Calculations.....	8-22





Legs	8.625 OD X .500		L 4 X 4 X 1/4		8.625 OD X .322		5.563 OD X .375		A	B	C
Diagonals	D	E	D	F	F	L 3 X 3 X 5/16	L 3 X 3 X 3/16	G	L 2 X 2 X 3/16	H	J
Internals	K	L	K	L	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Sub-Diagonals	K	L	K	L	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Sub-Horizontals	K	L	K	L	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Brace Bolts	(2) 3/4"		(2) 5/8"		(1) 3/4"		(1) 5/8"		9'	7'	5.5'
Top Face Width	29'	27'	21'	19'	17'	15'	13'	11'	9'	7'	5.5'
Panel Count/Height	M	N	M	N	12 @ 10'	9 @ 6.6667'	2755	2459	1950	1276	727
Section Weight	6973	6406	5013	4864	3597	3538	2755	2459	1950	1276	727



### Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	3
Crest Height	150 ft

### Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	100.32	Shear (kips)	59.48
Axial (kips)	264.55	Compression (kips)	565
Moment (ft-kips)	14287	Uplift (kips)	486
Torsion (ft-kips)	52.65		

### Material List

Display	Value
A	4.000 OD X .318
B	3.500 OD X .216
C	2.875 OD X .203
D	L 5 X 3 1/2 X 5/16 (SLV)
E	L 4 X 4 X 5/16
F	L 3 1/2 X 3 1/2 X 1/4
G	L 2 1/2 X 2 1/2 X 1/4
H	L 1 3/4 X 1 3/4 X 1/8
I	NONE
J	L 2 1/2 X 2 1/2 X 3/16
K	L 3 X 3 X 1/4
L	L 3 X 3 X 3/16
M	1 @ 13.333'
N	1 @ 6.667'

### Notes


- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 Kentucky Building Code.
- 11) Tower Rating: 98.88%

	<b>Sabre Communications Corporation</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 256-6690 Fax: (712) 279-0814	Job: <b>443658</b> Customer: <b>AT&amp;T</b> Site Name: <b>Jetson, KY</b> Description: <b>255' S3TL</b> Date: <b>9/23/2019</b>
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	By: <b>REB</b>

**Designed Appurtenance Loading**

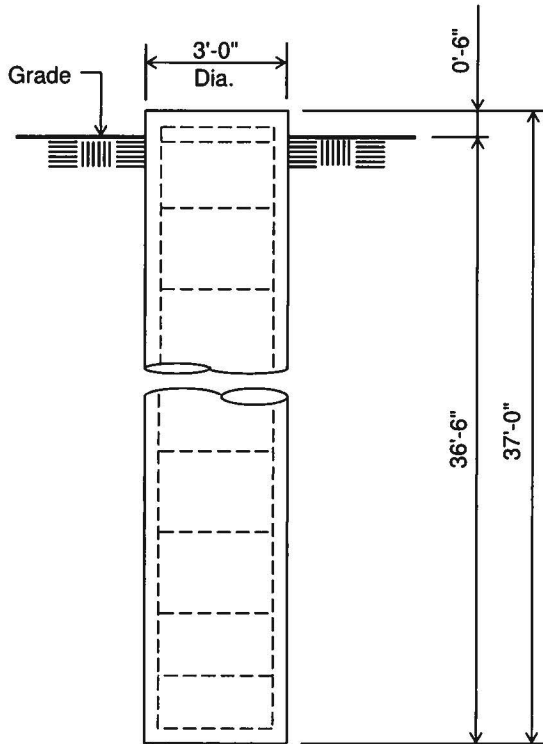
Elev	Description	Tx-Line
260	(1) Extendible Lightning Rod	
250	(1) 278 sq. ft. EPA 6000# (no Ice)	(18) 1 5/8"
238	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Elev	Description	Tx-Line
226	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
214	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

 <p><b>Sabre Industries</b> Towers and Poles</p>	<p><b>Sabre Communications Corporation</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814</p>	Job: <b>443658</b>
		Customer: <b>AT&amp;T</b>
		Site Name: <b>Jetson, KY</b>
		Description: <b>255' S3TL</b>
		Date: <b>9/23/2019</b> By: <b>REB</b>
<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>		

**Customer: AT&T**  
**Site: Jetson, KY**

255 ft. Model S3TL Series HD1 Self Supporting Tower



**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 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 POD project no. 18-28294, dated: 9/13/19.
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads:  
Factored uplift (kips) = 486.00  
Factored download (kips) = 565.00  
Factored shear (kips) = 59.00
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

**ELEVATION VIEW**

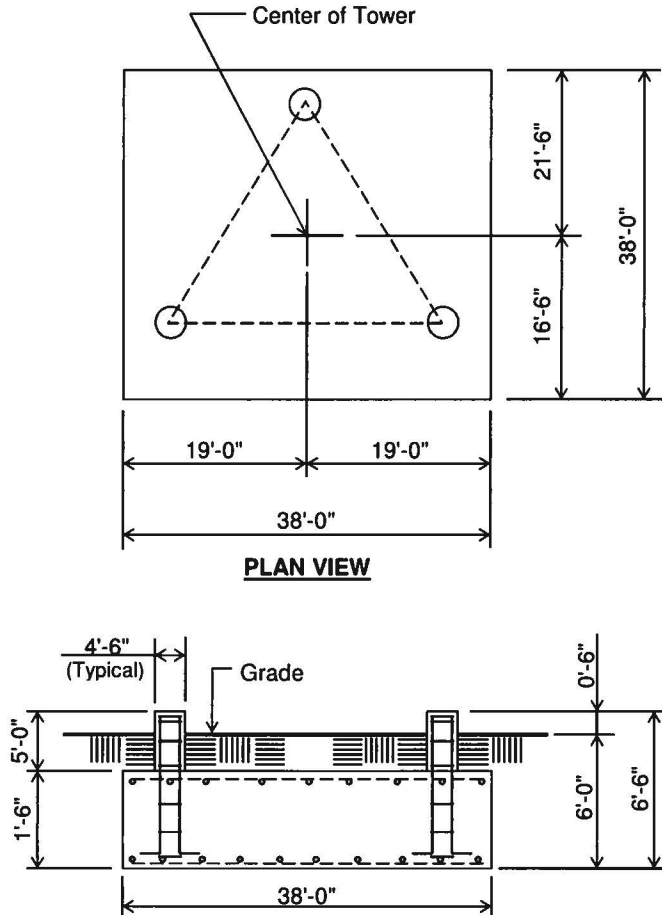
(9.7 cu. yds.)  
(3 REQUIRED; NOT TO SCALE)

<b>Rebar Schedule per Pier</b>	
<b>Pier</b>	(16) #11 vertical rebar w/ #4 rebar ties, two (2) within top 5" of pier then 10" C/C
<b>Anchor Bolts per Leg</b>	
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5" max. projection above concrete.	

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

**Customer: AT&T**  
**Site: Jetson, KY**

255 ft. Model S3TL Series HD1 Self Supporting Tower



**PLAN VIEW**

**ELEVATION VIEW**

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

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

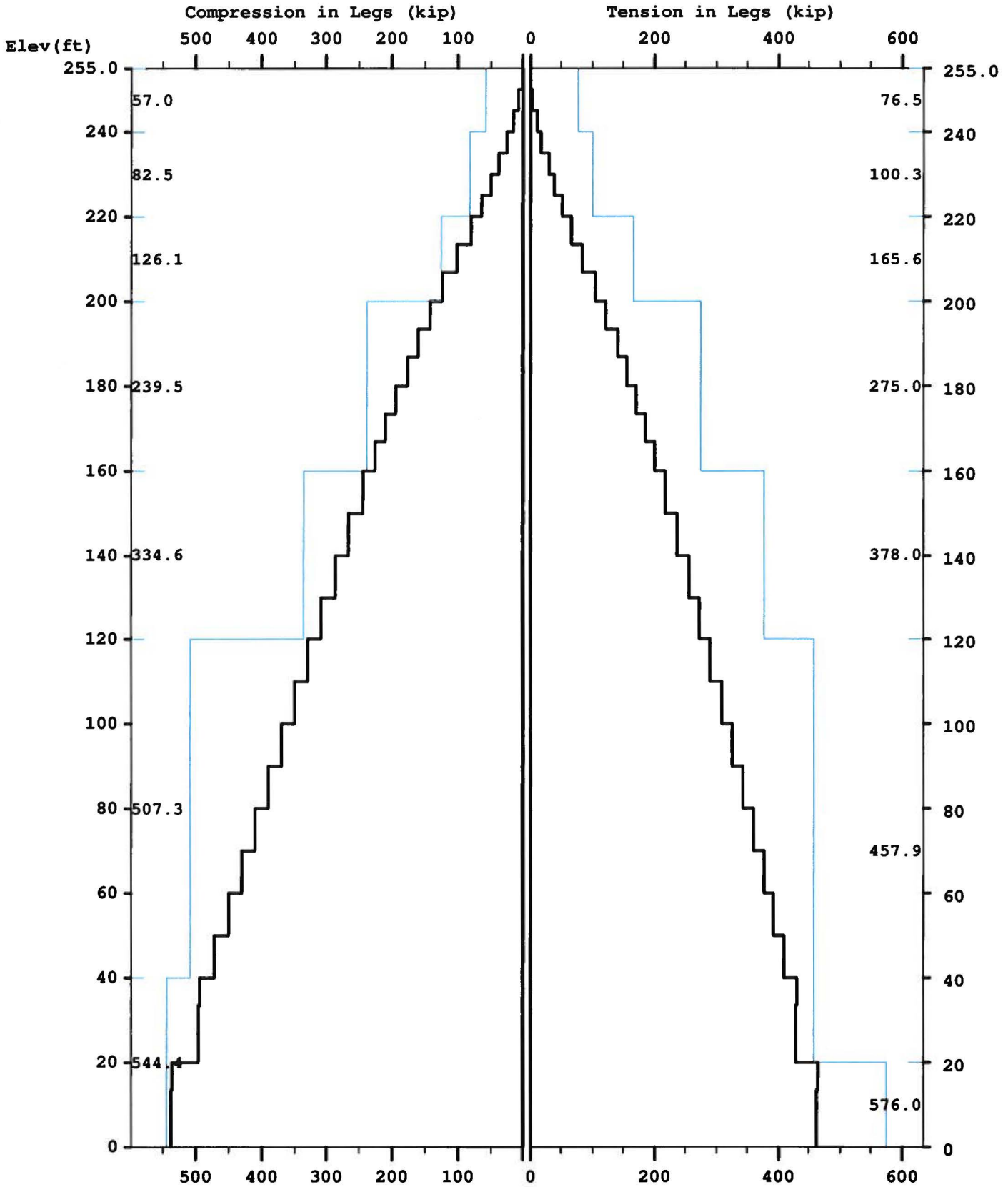
**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 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 POD project no. 18-28294, dated: 9/13/19.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads:  
Factored download (kips) = 99.81  
Factored overturn (kip-ft) = 14,287.40  
Factored shear (kips) = 100.32
- 8) 4.5' of soil cover is required over the entire area of the foundation slab.
- 9) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

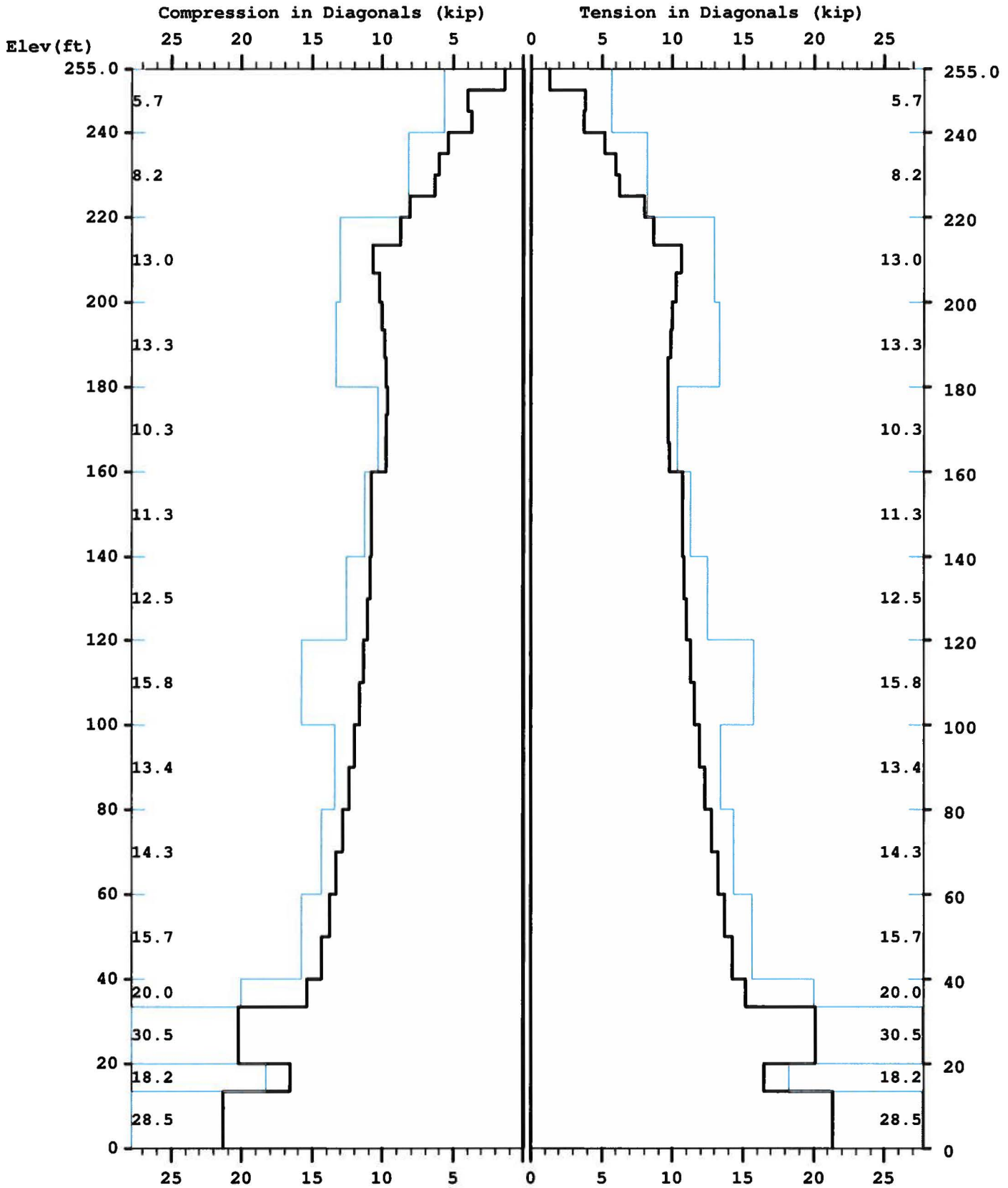
Rebar Schedule per Mat and per Pier	
<b>Pier</b>	(24) #7 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
<b>Mat</b>	(71) #10 horizontal rebar evenly spaced each way top and bottom. (284 total)
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5" max. projection above concrete.	

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

Maximum

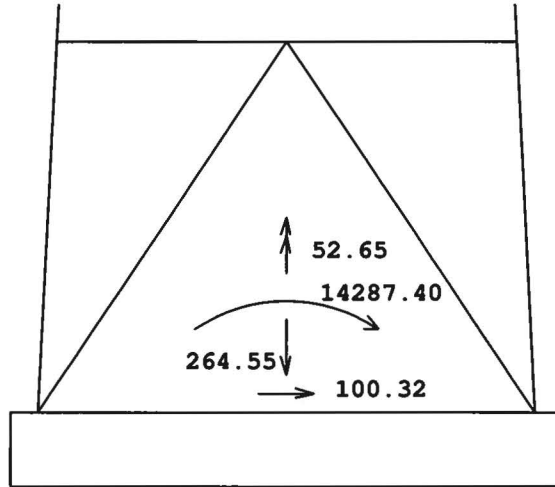


Maximum

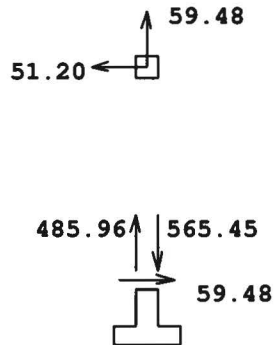


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



443658

Latticed Tower Analysis (Unguyed)  
Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 23 sep 2019 at: 9:57:03

MAST GEOMETRY ( ft )

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	250.00	255.00	6.00	5.50	5.00
X	3	240.00	250.00	7.00	6.00	5.00
X	3	220.00	240.00	9.00	7.00	5.00
X	3	200.00	220.00	11.00	9.00	6.67
X	3	180.00	200.00	13.00	11.00	6.67
X	3	160.00	180.00	15.00	13.00	6.67
X	3	140.00	160.00	17.00	15.00	10.00
X	3	120.00	140.00	19.00	17.00	10.00
X	3	100.00	120.00	21.00	19.00	10.00
X	3	80.00	100.00	23.00	21.00	10.00
X	3	60.00	80.00	25.00	23.00	10.00
X	3	40.00	60.00	27.00	25.00	10.00
V	3	33.33	40.00	27.67	27.00	6.67
A	3	20.00	33.33	29.00	27.67	13.33
V	3	13.33	20.00	29.67	29.00	6.67
A	3	0.00	13.33	31.00	29.67	13.33

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	240.00	255.00	1.704	0.947	29000.	0.0000117
LE	220.00	240.00	2.228	0.947	29000.	0.0000117
LE	200.00	220.00	3.678	0.947	29000.	0.0000117
LE	160.00	200.00	6.111	0.947	29000.	0.0000117
LE	120.00	160.00	8.399	0.947	29000.	0.0000117
LE	0.00	120.00	12.763	0.947	29000.	0.0000117
DI	240.00	255.00	0.422	0.546	29000.	0.0000117
DI	220.00	240.00	0.715	0.546	29000.	0.0000117
DI	200.00	220.00	1.188	0.546	29000.	0.0000117
DI	160.00	200.00	1.090	0.546	29000.	0.0000117
DI	140.00	160.00	1.777	0.546	29000.	0.0000117
DI	120.00	140.00	1.688	0.546	29000.	0.0000117
DI	60.00	120.00	1.938	0.546	29000.	0.0000117
DI	33.33	60.00	2.402	0.546	29000.	0.0000117
DI	20.00	33.33	2.559	0.546	29000.	0.0000117
DI	13.33	20.00	2.402	0.546	29000.	0.0000117
DI	0.00	13.33	2.559	0.546	29000.	0.0000117
HO	250.00	255.00	0.902	0.778	29000.	0.0000117
HO	20.00	33.33	1.688	0.778	29000.	0.0000117
HO	0.00	13.33	2.402	0.778	29000.	0.0000117
BR	20.00	33.33	1.438	0.000	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
250.0	255.0	57.04	76.50	5.65	5.65	13.03	13.03	0.00	0.00
240.0	250.0	57.04	76.50	5.65	5.65	0.00	0.00	0.00	0.00
220.0	240.0	82.52	100.35	8.19	8.19	0.00	0.00	0.00	0.00
200.0	220.0	126.08	165.60	13.00	13.00	0.00	0.00	0.00	0.00
180.0	200.0	239.46	274.95	13.34	13.34	0.00	0.00	0.00	0.00
160.0	180.0	239.46	274.95	10.34	10.34	0.00	0.00	0.00	0.00
140.0	160.0	334.65	378.00	11.28	11.28	0.00	0.00	0.00	0.00
120.0	140.0	334.65	378.00	12.53	12.53	0.00	0.00	0.00	0.00



						443658				
100.0	120.0	507.33	457.90	15.77	15.77	0.00	0.00	0.00	0.00	0.00
80.0	100.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	15.70	15.70	0.00	0.00	0.00	0.00	0.00
33.3	40.0	544.40	457.90	20.02	20.02	0.00	0.00	0.00	0.00	0.00
20.0	33.3	544.40	457.90	30.51	30.51	11.36	11.36	7.41	7.41	7.41
13.3	20.0	544.40	576.00	18.24	18.24	0.00	0.00	0.00	0.00	0.00
0.0	13.3	544.40	576.00	28.50	28.50	17.32	17.32	6.59	6.59	6.59

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.19	0.15	0.00	0.00
C	250.0	0.00	0.0	0.0	8.60	7.20	0.00	0.00
C	238.0	0.00	0.0	0.0	6.45	4.80	0.00	0.00
C	226.0	0.00	0.0	0.0	6.43	4.80	0.00	0.00
C	214.0	0.00	0.0	0.0	6.41	4.80	0.00	0.00
D	255.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	250.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	250.0	0.00	47.0	0.0	0.12	0.07	0.07	0.12
D	240.0	0.00	49.1	0.0	0.12	0.07	0.07	0.12
D	240.0	0.00	66.6	0.0	0.14	0.10	0.07	0.13
D	235.0	0.00	66.6	0.0	0.14	0.10	0.07	0.13
D	235.0	0.00	84.1	0.0	0.16	0.12	0.07	0.13
D	230.0	0.00	84.1	0.0	0.16	0.12	0.07	0.13
D	230.0	0.00	89.0	0.0	0.16	0.12	0.07	0.11
D	225.0	0.00	89.0	0.0	0.16	0.12	0.07	0.11
D	225.0	0.00	106.3	0.0	0.19	0.15	0.05	0.06
D	220.0	0.00	106.3	0.0	0.19	0.15	0.05	0.06
D	220.0	0.00	101.8	0.0	0.19	0.18	0.05	0.06
D	213.3	0.00	101.8	0.0	0.19	0.18	0.05	0.06
D	213.3	0.00	300.0	0.0	0.20	0.20	0.04	0.04
D	200.0	0.00	300.0	0.0	0.21	0.21	0.04	0.04
D	200.0	0.00	300.0	0.0	0.22	0.23	0.04	0.04
D	180.0	0.00	299.8	0.0	0.23	0.24	0.04	0.04
D	180.0	0.00	300.0	0.0	0.23	0.24	0.04	0.04
D	160.0	0.00	299.8	0.0	0.24	0.25	0.04	0.04
D	160.0	0.00	300.0	0.0	0.23	0.29	0.04	0.04
D	140.0	0.00	299.8	0.0	0.24	0.29	0.04	0.04
D	140.0	0.00	300.0	0.0	0.25	0.29	0.04	0.04
D	120.0	0.00	299.9	0.0	0.25	0.30	0.04	0.04
D	120.0	0.00	300.0	0.0	0.27	0.37	0.04	0.04
D	60.0	0.00	299.9	0.0	0.31	0.39	0.04	0.04
D	60.0	0.00	300.0	0.0	0.33	0.42	0.04	0.04
D	40.0	0.00	299.9	0.0	0.33	0.43	0.04	0.04
D	40.0	0.00	300.0	0.0	0.32	0.40	0.04	0.04
D	33.3	0.00	300.0	0.0	0.32	0.40	0.04	0.04
D	33.3	0.00	299.9	0.0	0.37	0.46	0.04	0.04
D	20.0	0.00	299.9	0.0	0.37	0.46	0.04	0.04
D	20.0	0.00	300.0	0.0	0.32	0.40	0.04	0.04
D	13.3	0.00	300.0	0.0	0.32	0.40	0.04	0.04
D	13.3	0.00	299.9	0.0	0.39	0.51	0.04	0.04
D	0.0	0.00	299.9	0.0	0.39	0.51	0.04	0.04

LOADING CONDITION M

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

MAST LOADING

443658

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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.19	0.12	0.00	0.00
C	250.0	0.00	0.0	0.0	8.60	5.40	0.00	0.00
C	238.0	0.00	0.0	0.0	6.45	3.60	0.00	0.00
C	226.0	0.00	0.0	0.0	6.43	3.60	0.00	0.00
C	214.0	0.00	0.0	0.0	6.41	3.60	0.00	0.00
D	255.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	250.0	0.00	47.0	0.0	0.12	0.05	0.05	0.12
D	240.0	0.00	49.1	0.0	0.12	0.05	0.05	0.12
D	240.0	0.00	66.6	0.0	0.14	0.08	0.05	0.13
D	235.0	0.00	66.6	0.0	0.14	0.08	0.05	0.13
D	235.0	0.00	84.1	0.0	0.16	0.09	0.06	0.13
D	230.0	0.00	84.1	0.0	0.16	0.09	0.06	0.13
D	230.0	0.00	89.0	0.0	0.16	0.09	0.05	0.11
D	225.0	0.00	89.0	0.0	0.16	0.09	0.05	0.11
D	225.0	0.00	106.3	0.0	0.19	0.11	0.04	0.06
D	220.0	0.00	106.3	0.0	0.19	0.11	0.04	0.06
D	220.0	0.00	101.8	0.0	0.19	0.14	0.03	0.06
D	213.3	0.00	101.8	0.0	0.19	0.14	0.03	0.06
D	213.3	0.00	300.0	0.0	0.20	0.15	0.03	0.04
D	200.0	0.00	300.0	0.0	0.21	0.15	0.03	0.04
D	200.0	0.00	300.0	0.0	0.22	0.18	0.03	0.04
D	180.0	0.00	299.8	0.0	0.23	0.18	0.03	0.04
D	180.0	0.00	300.0	0.0	0.23	0.18	0.03	0.04
D	160.0	0.00	299.8	0.0	0.24	0.18	0.03	0.04
D	160.0	0.00	300.0	0.0	0.23	0.22	0.03	0.04
D	140.0	0.00	299.8	0.0	0.24	0.22	0.03	0.04
D	140.0	0.00	300.0	0.0	0.25	0.22	0.03	0.04
D	120.0	0.00	299.9	0.0	0.25	0.22	0.03	0.04
D	120.0	0.00	300.0	0.0	0.27	0.27	0.03	0.04
D	60.0	0.00	299.9	0.0	0.31	0.29	0.03	0.04
D	60.0	0.00	300.0	0.0	0.33	0.32	0.03	0.04
D	40.0	0.00	299.9	0.0	0.33	0.32	0.03	0.04
D	40.0	0.00	300.0	0.0	0.32	0.30	0.03	0.04
D	33.3	0.00	300.0	0.0	0.32	0.30	0.03	0.04
D	33.3	0.00	299.9	0.0	0.37	0.35	0.03	0.04
D	20.0	0.00	299.9	0.0	0.37	0.35	0.03	0.04
D	20.0	0.00	300.0	0.0	0.32	0.30	0.03	0.04
D	13.3	0.00	300.0	0.0	0.32	0.30	0.03	0.04
D	13.3	0.00	299.9	0.0	0.39	0.38	0.03	0.04
D	0.0	0.00	299.9	0.0	0.39	0.38	0.03	0.04

LOADING CONDITION Y

30 mph wind with 1.5 ice. wind Azimuth: 0♦

MAST LOADING

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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.04	0.30	0.00	0.00
C	250.0	0.00	0.0	0.0	1.29	18.37	0.00	0.00
C	238.0	0.00	0.0	0.0	1.58	12.22	0.00	0.00
C	226.0	0.00	0.0	0.0	1.57	12.20	0.00	0.00
C	214.0	0.00	0.0	0.0	1.56	12.19	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.20	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.20	0.00	0.00
D	250.0	0.00	47.0	0.0	0.01	0.27	0.27	0.01
D	245.0	0.00	47.0	0.0	0.01	0.27	0.27	0.01
D	245.0	0.00	49.1	0.0	0.02	0.27	0.26	0.01
D	240.0	0.00	49.1	0.0	0.02	0.27	0.26	0.01
D	240.0	0.00	73.0	0.0	0.02	0.37	0.26	0.01
D	235.0	0.00	73.0	0.0	0.02	0.37	0.26	0.01
D	235.0	0.00	96.3	0.0	0.02	0.42	0.27	0.01
D	230.0	0.00	96.3	0.0	0.02	0.42	0.27	0.01
D	230.0	0.00	98.9	0.0	0.02	0.44	0.24	0.01

					443658			
D	225.0	0.00	98.9	0.0	0.02	0.44	0.24	0.01
D	225.0	0.00	103.8	0.0	0.02	0.52	0.13	0.00
D	220.0	0.00	103.8	0.0	0.02	0.52	0.13	0.00
D	220.0	0.00	98.1	0.0	0.02	0.56	0.11	0.00
D	213.3	0.00	98.1	0.0	0.02	0.56	0.11	0.00
D	213.3	0.00	300.0	0.0	0.02	0.63	0.13	0.00
D	200.0	0.00	300.0	0.0	0.02	0.63	0.13	0.00
D	200.0	0.00	300.0	0.0	0.03	0.69	0.13	0.00
D	180.0	0.00	299.8	0.0	0.03	0.71	0.13	0.00
D	180.0	0.00	300.0	0.0	0.03	0.72	0.13	0.00
D	160.0	0.00	299.8	0.0	0.03	0.74	0.13	0.00
D	160.0	0.00	300.0	0.0	0.03	0.76	0.13	0.00
D	120.0	0.00	299.9	0.0	0.03	0.80	0.13	0.00
D	120.0	0.00	300.0	0.0	0.03	0.89	0.13	0.00
D	40.0	0.00	299.9	0.0	0.04	1.03	0.13	0.00
D	40.0	0.00	300.0	0.0	0.04	0.95	0.13	0.00
D	33.3	0.00	300.0	0.0	0.04	0.95	0.13	0.00
D	33.3	0.00	299.9	0.0	0.05	1.22	0.13	0.00
D	20.0	0.00	299.9	0.0	0.05	1.22	0.13	0.00
D	20.0	0.00	300.0	0.0	0.04	1.00	0.14	0.00
D	13.3	0.00	300.0	0.0	0.04	1.00	0.14	0.00
D	13.3	0.00	299.9	0.0	0.05	1.41	0.18	0.00
D	0.0	0.00	299.9	0.0	0.05	1.41	0.18	0.00

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MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----	-----	0.97 A	0.00 A
	0.58 S	1.29 S		
250.0	-----	-----	0.14 K	0.00 A
	2.33 M	3.82 T		
245.0	-----	-----	0.18 I	0.00 A
	10.90 M	3.76 B		
240.0	-----	-----	0.06 K	0.00 A
	18.09 M	5.20 M		
235.0	-----	-----	0.11 A	0.00 A
	29.04 M	6.01 H		
230.0	-----	-----	0.09 A	0.00 A
	39.38 M	6.26 N		
225.0	-----	-----	0.05 Y	0.00 A
	51.09 M	8.03 T		
220.0	-----	-----	0.18 A	0.00 A
	66.80 M	8.69 N		
213.3	-----	-----	0.04 C	0.00 A
	83.93 M	10.58 N		
206.7	-----	-----	0.20 A	0.00 A
	104.78 M	10.27 F		
200.0	-----	-----	0.02 a	0.00 A
	122.02 M	9.97 X		
193.3	-----	-----	0.13 A	0.00 A
	139.89 M	9.87 F		
186.7	-----	-----	0.03 A	0.00 A
	155.35 M	9.73 X		
180.0	-----	-----	0.11 A	0.00 A
	171.26 M	9.72 F		
173.3	-----	-----	0.08 A	0.00 A
	185.47 M	9.68 X		
166.7	-----	-----	0.10 A	0.00 A
	200.06 M	9.75 L		
160.0	-----	-----	0.09 A	0.00 A
	216.41 M	10.68 R		
150.0	-----	-----	0.13 A	0.00 A
	236.39 M	10.74 X		
140.0	-----	-----	0.05 A	0.00 A
	254.73 M	10.82 R		
130.0	-----	-----	0.11 A	0.00 A
	273.25 M	11.02 X		
120.0	-----	-----	0.05 A	0.00 A
	290.65 M	11.25 R		
110.0	-----	-----	0.07 A	0.00 A
	308.19 M	11.58 X		
100.0	-----	-----	0.05 A	0.00 A
	325.10 M	11.92 R		
90.0	-----	-----	0.06 A	0.00 A
	342.27 M	12.33 X		
80.0	-----	-----	0.05 A	0.00 A

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70.0	359.01 M	12.75 R	0.06 A	0.00 A
	376.01 M	13.23 X		
60.0	392.75 M	13.74 R	0.11 O	0.00 A
	409.65 M	14.29 X		
50.0	429.57 M	15.21 R	0.07 S	0.00 A
	428.46 M	20.13 R		
40.0	463.90 M	16.45 R	0.34 A	0.00 A
	462.72 M	21.33 R		
33.3			1.36 U	0.00 G
20.0			0.13 A	0.00 G
13.3			1.41 U	0.00 K
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0			-0.91 S	0.00 A
	-0.64 A	-1.37 A		
250.0			-0.13 Q	0.00 A
	-7.35 e	-3.94 B		
245.0			-0.14 O	0.00 A
	-15.84 G	-3.71 T		
240.0			-0.04 Q	0.00 A
	-24.87 G	-5.39 G		
235.0			-0.08 S	0.00 A
	-37.58 G	-5.98 B		
230.0			-0.06 S	0.00 A
	-48.86 G	-6.35 H		
225.0			-0.02 S	0.00 A
	-63.42 G	-8.09 H		
220.0			-0.15 S	0.00 A
	-80.22 G	-8.72 H		
213.3			-0.02 U	0.00 A
	-100.78 G	-10.70 H		
206.7			-0.17 S	0.00 A
	-122.90 G	-10.23 X		
200.0			0.00 S	0.00 A
	-141.19 G	-10.05 F		
193.3			-0.11 S	0.00 A
	-160.43 G	-9.84 X		
186.7			-0.02 S	0.00 A
	-177.11 G	-9.80 L		
180.0			-0.10 S	0.00 A
	-194.44 G	-9.71 X		
173.3			-0.06 S	0.00 A
	-209.96 G	-9.75 F		
166.7			-0.08 S	0.00 A
	-226.03 G	-9.74 R		
160.0			-0.07 S	0.00 A
	-244.19 G	-10.77 F		
150.0			-0.11 S	0.00 A
	-266.71 G	-10.75 L		
140.0			-0.04 S	0.00 A
	-287.46 G	-10.89 F		
130.0			-0.10 S	0.00 A
	-308.54 G	-11.04 F		
120.0			-0.04 S	0.00 A
	-328.69 G	-11.32 F		
110.0			-0.06 S	0.00 A
	-349.31 G	-11.61 F		
100.0			-0.04 S	0.00 A
	-369.34 G	-11.98 F		
90.0			-0.05 S	0.00 A
	-389.74 G	-12.36 F		
80.0			-0.04 S	0.00 A
	-409.76 G	-12.81 F		
70.0			-0.05 S	0.00 A
	-430.15 G	-13.27 F		

ELEV	FORCE	RESIST	RATIO	TYPE	443658
60.0	-450.43	G	-13.78	L	0.00 A
50.0	-471.07	G	-14.32	F	0.00 A
40.0	-494.44	G	-15.40	C	0.00 A
33.3	-495.91	G	-20.19	F	0.00 M
20.0	-536.73	G	-16.55	C	0.00 M
13.3	-538.31	G	-21.38	F	0.00 S
0.0					0.00 A

FORCE/RESISTANCE RATIO IN LEGS  
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MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	0.64	57.04	0.01	0.58	76.50	0.01
250.00	7.35	57.04	0.13	2.33	76.50	0.03
245.00	15.84	57.04	0.28	10.90	76.50	0.14
240.00	24.87	82.52	0.30	18.09	100.35	0.18
235.00	37.58	82.52	0.46	29.04	100.35	0.29
230.00	48.86	82.52	0.59	39.38	100.35	0.39
225.00	63.42	82.52	0.77	51.09	100.35	0.51
220.00	80.22	126.08	0.64	66.80	165.60	0.40
213.33	100.78	126.08	0.80	83.93	165.60	0.51
206.67	122.90	126.08	0.97	104.78	165.60	0.63
200.00	141.19	239.46	0.59	122.02	274.95	0.44
193.33	160.43	239.46	0.67	139.89	274.95	0.51
186.67	177.11	239.46	0.74	155.35	274.95	0.57
180.00	194.44	239.46	0.81	171.26	274.95	0.62
173.33	209.96	239.46	0.88	185.47	274.95	0.67
166.67	226.03	239.46	0.94	200.06	274.95	0.73
160.00	244.19	334.65	0.73	216.41	378.00	0.57
150.00	266.71	334.65	0.80	236.39	378.00	0.63
140.00	287.46	334.65	0.86	254.73	378.00	0.67
130.00	308.54	334.65	0.92	273.25	378.00	0.72
120.00	328.69	507.33	0.65	290.65	457.90	0.63
110.00	349.31	507.33	0.69	308.19	457.90	0.67
100.00	369.34	507.33	0.73	325.10	457.90	0.71
90.00	389.74	507.33	0.77	342.27	457.90	0.75
80.00	409.76	507.33	0.81	359.01	457.90	0.78
70.00	430.15	507.33	0.85	376.01	457.90	0.82
60.00	450.43	507.33	0.89	392.75	457.90	0.86
50.00	471.07	507.33	0.93	409.65	457.90	0.89
40.00						

						443658
33.33	494.44	544.40	0.91	429.57	457.90	0.94
20.00	495.91	544.40	0.91	428.46	457.90	0.94
13.33	536.73	544.40	0.99	463.90	576.00	0.81
0.00	538.31	544.40	0.99	462.72	576.00	0.80

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	1.37	5.65	0.24	1.29	5.65	0.23
250.00	3.94	5.65	0.70	3.82	5.65	0.68
245.00	3.71	5.65	0.66	3.76	5.65	0.66
240.00	5.39	8.19	0.66	5.20	8.19	0.63
235.00	5.98	8.19	0.73	6.01	8.19	0.73
230.00	6.35	8.19	0.78	6.26	8.19	0.76
225.00	8.09	8.19	0.99	8.03	8.19	0.98
220.00	8.72	13.00	0.67	8.69	13.00	0.67
213.33	10.70	13.00	0.82	10.58	13.00	0.81
206.67	10.23	13.00	0.79	10.27	13.00	0.79
200.00	10.05	13.34	0.75	9.97	13.34	0.75
193.33	9.84	13.34	0.74	9.87	13.34	0.74
186.67	9.80	13.34	0.73	9.73	13.34	0.73
180.00	9.71	10.34	0.94	9.72	10.34	0.94
173.33	9.75	10.34	0.94	9.68	10.34	0.94
166.67	9.74	10.34	0.94	9.75	10.34	0.94
160.00	10.77	11.28	0.95	10.68	11.28	0.95
150.00	10.75	11.28	0.95	10.74	11.28	0.95
140.00	10.89	12.53	0.87	10.82	12.53	0.86
130.00	11.04	12.53	0.88	11.02	12.53	0.88
120.00	11.32	15.77	0.72	11.25	15.77	0.71
110.00	11.61	15.77	0.74	11.58	15.77	0.73
100.00	11.98	13.43	0.89	11.92	13.43	0.89
90.00	12.36	13.43	0.92	12.33	13.43	0.92
80.00	12.81	14.31	0.90	12.75	14.31	0.89
70.00	13.27	14.31	0.93	13.23	14.31	0.92
60.00	13.78	15.70	0.88	13.74	15.70	0.87
50.00	14.32	15.70	0.91	14.29	15.70	0.91
40.00	15.40	20.02	0.77	15.21	20.02	0.76
33.33	20.19	30.51	0.66	20.13	30.51	0.66
20.00	16.55	18.24	0.91	16.45	18.24	0.90
13.33						

0.00 21.38 28.50 0.75 21.33 28.50 0.75 443658

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD COMPONENTS				TOTAL SHEAR
NORTH	EAST	DOWN	UPLIFT	
59.48 G	-51.20 C	565.45 G	-485.96 M	59.48 G

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

HORIZONTAL			DOWN	OVERTURNING		TORSION	
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
100.3 G	95.0 J	100.3 G	264.5 Z	14287.4 G	13644.2 J	14287.4 G	52.6 T

Latticed Tower Analysis (Unguyed) (c)2015 Guymast Inc. 416-736-7453  
 Processed under license at:  
 Sabre Towers and Poles on: 23 sep 2019 at: 9:57:42

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

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

LOADING CONDITION A

60 mph wind with no ice. Wind Azimuth: 0

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.06	0.13	0.00	0.00
C	250.0	0.00	0.0	0.0	2.95	6.00	0.00	0.00
C	238.0	0.00	0.0	0.0	2.21	4.00	0.00	0.00
C	226.0	0.00	0.0	0.0	2.20	4.00	0.00	0.00
C	214.0	0.00	0.0	0.0	2.20	4.00	0.00	0.00
D	255.0	0.00	180.0	0.0	0.02	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.02	0.04	0.00	0.00
D	250.0	0.00	47.0	0.0	0.04	0.06	0.06	0.04
D	240.0	0.00	49.1	0.0	0.04	0.06	0.06	0.04
D	240.0	0.00	66.6	0.0	0.05	0.09	0.06	0.04
D	235.0	0.00	66.6	0.0	0.05	0.09	0.06	0.04
D	235.0	0.00	84.1	0.0	0.05	0.10	0.06	0.04
D	225.0	0.00	89.0	0.0	0.06	0.10	0.06	0.04
D	225.0	0.00	106.3	0.0	0.06	0.12	0.04	0.02
D	220.0	0.00	106.3	0.0	0.06	0.12	0.04	0.02
D	220.0	0.00	101.8	0.0	0.07	0.15	0.04	0.02
D	213.3	0.00	101.8	0.0	0.07	0.15	0.04	0.02
D	213.3	0.00	300.0	0.0	0.07	0.17	0.03	0.01
D	200.0	0.00	300.0	0.0	0.07	0.17	0.03	0.01

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D	200.0	0.00	300.0	0.0	0.08	0.19	0.03	0.01
D	180.0	0.00	299.8	0.0	0.08	0.20	0.03	0.01
D	180.0	0.00	300.0	0.0	0.08	0.20	0.03	0.01
D	160.0	0.00	299.8	0.0	0.08	0.20	0.03	0.01
D	160.0	0.00	300.0	0.0	0.08	0.24	0.03	0.01
D	120.0	0.00	299.9	0.0	0.09	0.25	0.03	0.01
D	120.0	0.00	300.0	0.0	0.10	0.31	0.03	0.01
D	60.0	0.00	299.9	0.0	0.11	0.32	0.03	0.01
D	60.0	0.00	300.0	0.0	0.11	0.35	0.03	0.01
D	40.0	0.00	299.9	0.0	0.12	0.36	0.03	0.01
D	40.0	0.00	300.0	0.0	0.11	0.33	0.03	0.01
D	33.3	0.00	300.0	0.0	0.11	0.33	0.03	0.01
D	33.3	0.00	299.9	0.0	0.13	0.39	0.03	0.01
D	20.0	0.00	299.9	0.0	0.13	0.39	0.03	0.01
D	20.0	0.00	300.0	0.0	0.11	0.34	0.03	0.01
D	13.3	0.00	300.0	0.0	0.11	0.34	0.03	0.01
D	13.3	0.00	299.9	0.0	0.14	0.42	0.03	0.01
D	0.0	0.00	299.9	0.0	0.14	0.42	0.03	0.01

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MAXIMUM MAST DISPLACEMENTS:

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ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
255.0	1.021 G	0.980 J	0.016 G	0.469 G	0.450 J	-0.023 F
250.0	0.980 G	0.941 J	0.016 G	0.469 G	0.451 J	-0.023 F
245.0	0.938 G	0.900 J	0.016 G	0.468 G	0.449 J	-0.022 F
240.0	0.897 G	0.860 J	0.015 G	0.462 G	0.444 J	-0.021 F
235.0	0.856 G	0.821 J	0.015 G	0.455 G	0.437 J	-0.021 F
230.0	0.816 G	0.782 J	0.014 G	0.445 G	0.427 J	-0.020 F
225.0	0.777 G	0.745 J	0.014 G	0.432 G	0.415 J	-0.019 F
220.0	0.738 G	0.708 J	0.013 G	0.415 G	0.399 J	-0.019 B
213.3	0.690 G	0.662 J	0.013 G	0.400 G	0.384 J	-0.019 B
206.7	0.643 G	0.616 J	0.012 G	0.381 G	0.366 J	0.019 H
200.0	0.599 G	0.574 J	0.012 G	0.359 G	0.345 J	0.019 H
193.3	0.556 G	0.533 J	0.011 G	0.345 G	0.331 J	-0.018 B
186.7	0.516 G	0.494 J	0.011 G	0.330 G	0.317 J	0.018 H
180.0	0.476 G	0.457 J	0.010 G	0.314 G	0.301 J	-0.017 B
173.3	0.439 G	0.421 J	0.010 G	0.297 G	0.285 J	-0.016 B
166.7	0.404 G	0.387 J	0.009 G	0.280 G	0.269 J	-0.016 B
160.0	0.371 G	0.356 J	0.009 G	0.262 G	0.252 J	-0.015 B
150.0	0.326 G	0.312 J	0.009 G	0.242 G	0.232 J	-0.014 B
140.0	0.285 G	0.272 J	0.008 G	0.221 G	0.212 J	-0.013 B
130.0	0.246 G	0.235 J	0.007 G	0.200 G	0.192 J	-0.012 B
120.0	0.212 G	0.202 J	0.007 G	0.179 G	0.171 J	-0.011 B
110.0	0.180 G	0.172 J	0.006 G	0.164 G	0.158 J	-0.010 B
100.0	0.151 G	0.145 J	0.006 G	0.150 G	0.144 J	-0.009 B
90.0	0.124 G	0.119 J	0.005 G	0.136 G	0.130 J	-0.008 B
80.0	0.100 G	-0.096 D	0.005 G	0.121 G	0.116 J	-0.007 B
70.0	0.078 G	-0.075 D	0.004 G	0.106 G	0.102 J	-0.006 B
60.0	0.059 G	-0.056 D	0.004 G	0.092 G	0.088 J	-0.005 B
50.0	0.040 G	0.038 J	0.003 G	0.076 G	0.073 J	-0.004 B
40.0	0.023 G	0.022 J	0.003 G	0.061 G	0.058 J	-0.003 B
33.3	0.018 G	0.017 J	0.002 B	0.051 G	0.049 J	-0.003 B
20.0	0.007 G	-0.007 D	0.001 B	0.031 G	0.029 J	-0.002 B
13.3	0.003 G	-0.003 D	0.001 B	0.021 G	0.020 J	-0.001 B
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

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MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----	-----	0.36 A	0.00 A
	0.18 G	0.42 G		
250.0	-----	-----	0.05 K	0.00 A
	0.00 A	1.29 H		
245.0	-----	-----	0.07 I	0.00 A
	2.21 A	1.31 B		
240.0	-----	-----	0.02 K	0.00 A
	4.13 A	1.75 A		
235.0	-----	-----	0.05 A	0.00 A
	7.38 A	2.08 H		
230.0	-----	-----	0.04 A	0.00 A
	10.69 A	2.13 B		
225.0	-----	-----	0.02 A	0.00 A



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220.0	13.84 A	2.74 B	0.07 A	0.00 A
	18.95 A	2.98 H		
213.3	23.79 A	3.59 B	0.02 C	0.00 A
206.7	30.63 A	3.54 F	0.08 A	0.00 A
200.0	36.31 A	3.40 L	0.01 A	0.00 A
193.3	42.11 A	3.40 L	0.05 A	0.00 A
186.7	47.15 A	3.33 L	0.01 A	0.00 A
180.0	52.30 A	3.35 L	0.04 A	0.00 A
173.3	56.91 A	3.32 L	0.03 A	0.00 A
166.7	61.60 A	3.37 L	0.04 A	0.00 A
160.0	66.85 A	3.66 F	0.04 A	0.00 A
150.0	73.18 A	3.71 L	0.05 A	0.00 A
140.0	79.00 A	3.73 F	0.02 A	0.00 A
130.0	84.84 A	3.82 L	0.04 A	0.00 A
120.0	90.25 A	3.89 F	0.02 A	0.00 A
110.0	95.62 A	4.01 L	0.03 A	0.00 A
100.0	100.79 A	4.12 L	0.02 A	0.00 A
90.0	106.03 A	4.28 L	0.02 A	0.00 A
80.0	111.13 A	4.42 L	0.02 A	0.00 A
70.0	116.30 A	4.59 L	0.02 A	0.00 A
60.0	121.35 A	4.77 F	0.03 C	0.00 A
50.0	126.41 A	4.96 L	0.02 G	0.00 A
40.0	132.70 A	5.26 L	0.13 A	0.00 A
33.3	131.47 A	6.98 L	0.44 I	0.00 H
20.0	142.94 A	5.70 F	0.05 A	0.00 H
13.3	141.62 A	7.40 F	0.46 I	0.00 D
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-0.24 A	-0.50 A	-0.30 G	0.00 A
250.0	-3.58 G	-1.40 B	-0.04 E	0.00 A
245.0	-6.82 G	-1.27 H	-0.03 C	0.00 A
240.0	-10.42 G	-1.90 G	-0.01 E	0.00 A
235.0	-15.26 G	-2.05 H	-0.02 G	0.00 A
230.0	-19.37 G	-2.21 H	-0.01 G	0.00 A
225.0	-25.13 G	-2.79 H	0.00 A	0.00 A
220.0	-31.14 G	-3.00 B	-0.04 G	0.00 A

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213.3	-----			0.00 I	0.00 A
	-39.09 G	-3.71 H			
206.7	-----			-0.04 G	0.00 A
	-46.95 G	-3.50 L			
200.0	-----			0.00 A	0.00 A
	-53.44 G	-3.48 L			
193.3	-----			-0.03 G	0.00 A
	-60.33 G	-3.38 L			
186.7	-----			0.00 G	0.00 A
	-66.31 G	-3.39 L			
180.0	-----			-0.03 G	0.00 A
	-72.55 G	-3.34 L			
173.3	-----			-0.02 G	0.00 A
	-78.14 G	-3.38 L			
166.7	-----			-0.02 G	0.00 A
	-83.97 G	-3.35 F			
160.0	-----			-0.02 G	0.00 A
	-90.58 G	-3.74 L			
150.0	-----			-0.03 G	0.00 A
	-98.86 G	-3.72 F			
140.0	-----			-0.01 G	0.00 A
	-106.52 G	-3.79 L			
130.0	-----			-0.03 G	0.00 A
	-114.31 G	-3.84 F			
120.0	-----			-0.01 G	0.00 A
	-121.82 G	-3.95 L			
110.0	-----			-0.02 G	0.00 A
	-129.59 G	-4.04 F			
100.0	-----			-0.01 G	0.00 A
	-137.14 G	-4.18 L			
90.0	-----			-0.01 G	0.00 A
	-144.84 G	-4.31 L			
80.0	-----			-0.01 G	0.00 A
	-152.40 G	-4.47 L			
70.0	-----			-0.01 G	0.00 A
	-160.11 G	-4.62 L			
60.0	-----			-0.04 I	0.00 A
	-167.82 G	-4.81 L			
50.0	-----			-0.03 A	0.00 A
	-175.68 G	-4.99 L			
40.0	-----			-0.10 G	0.00 A
	-184.34 G	-5.38 C			
33.3	-----			-0.57 C	0.00 A
	-185.57 G	-7.04 L			
20.0	-----			-0.03 G	0.00 A
	-200.48 G	-5.77 L			
13.3	-----			-0.60 C	0.00 F
	-201.80 G	-7.45 L			
0.0	-----			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

=====				
-----LOAD-----		-----COMPONENTS-----		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
21.52 G	-18.53 C	211.76 G	-149.07 A	21.52 G

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

=====				=====			
-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
34.8 G	-32.9 D	34.8 G	83.2 B	4940.8 G	4720.1 J	4940.8 G	-18.1 B

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**DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES**  
 255' S3TL Series HD1 AT&T Jetson, KY (443658) 09/23/19 REB

Factored Uplift (kips)	486		
Factored Download (kips)	565		
Factored Shear (kips)	59		
Ultimate Bearing Pressure	44.25		
Bearing $\Phi$ s	0.75		
Bearing Design Strength (ksf)	33.1875		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	13.25		
Top of Concrete to Top of Bottom Threads (in)	65.125		
Pier Diameter (ft)	3	Minimum Pier Diameter (ft)	2.44
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	36.5		
Rebar Quantity	16		
Rebar Diameter (in)	1.41		
Rebar Area (in <sup>2</sup> )	24.98	Minimum Area of Steel (in <sup>2</sup> )	5.09
Rebar Spacing (in)	5.38		
Tie Diameter (in)	0.5		
Tie Spacing (in)	10		
f'c (ksi)	4.5		
f <sub>y</sub> (ksi)	60		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	9.69		

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	Ult. Skin Friction (Uplift)	$\gamma$ (kcf)
3	0.10	0.10	0.11
10	1.50	1.50	0.11
40	2.00	2.00	0.11
Length to Ignore Download (ft)	0		

**DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED)**

**Download:**

$\Phi_s$ , Download Friction	0.75		
$Q_f$ , Skin Friction (kips)	601.3	$W_s$ (kips)	28.4
$Q_b$ , End Bearing Strength (kips)	312.8	$W_c$ (kips)	39.2
Download Design Strength (kips)	685.6	Factored Net Download (kips)	583.7

**Uplift (skin friction):**

$\Phi_s$ , Uplift (friction)	0.75		
$Q_f$ , Skin Friction (kips)	601.3		
$W_c$ (kips)	39.2		
$W_w$ (kips)	0.0		
Uplift Design Strength (kips)	486.3	Factored Uplift (kips)	486.0

**Uplift (cone):**

$\Phi_s$ , Uplift (cone)	0.75		
$W_{s,cone}$ (kips)	2265.9		
$W_c$ (kips)	39.2		
$W_{w,cone}$ (kips)	0.0		
Uplift Design Strength (kips)	1734.7	Factored Uplift (kips)	486.0

**Tension:**

Design Tensile Strength (kips)	1349.1	$T_u$ (kips)	486.0
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**Shear:**

$\phi V_n$ (kips)	63.0	$V_u$ (kips)	59.0
$\phi V_c = \phi 2(1 + N_u / (500A_g)) f'_c{}^{1/2} b_w d$ (kips)	5.3		
$V_s$ (kips)	67.9	*** $V_s$ max = $4 f'_c{}^{1/2} b_w d$ (kips)	278.2
Maximum Spacing (in)	13.01	(Only if Shear Ties are Required)	
		*** Ref. ACI 11.5.5 & 11.5.6.3	

**Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3) f'_c{}^{1/2} (2.8A_{SLOPE} + 4A_{FLAT})$	153.4	$P_u$ (kips)	486.0
Rebar Development Length (in)	54.96	Required Development Length (in)	22.72

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

**MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES**  
 255' S3TL Series HD1 AT&T Jetson, KY (443658) 09/23/19 REB

<b>Overall Loads:</b>			
Factored Moment (ft-kips)	14287.40		
Factored Axial (kips)	264.55		
Factored Shear (kips)	100.32		
<b>Individual Leg Loads:</b>			
Factored Uplift (kips)	486.00		
Factored Download (kips)	565.00		
Factored Shear (kips)	59.00		
		Tower eccentric from mat (ft)=	2.5
Width of Tower (ft)	31	Allowable Bearing Pressure (ksf)	6.00
Ultimate Bearing Pressure	12.00	Safety Factor	2.00
Bearing $\Phi_s$	0.75		
Bearing Design Strength (ksf)	9	Max. Factored Net Bearing Pressure (ksf)	3.34
Water Table Below Grade (ft)	999		
Width of Mat (ft)	38	Minimum Mat Width (ft)	37.83
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)	65.125	Minimum Pier Diameter (ft)	2.44
Diameter of Pier (ft)	4.5	Equivalent Square b (ft)	3.99
Ht. of Pier Above Ground (ft)	0.5		
Ht. of Pier Below Ground (ft)	4.5		
Quantity of Bars in Mat	71		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in <sup>2</sup> )	89.94		
Spacing of Bars in Mat (in)	6.41	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	24		
Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5	Minimum Pier $A_s$ (in <sup>2</sup> )	11.45
Spacing of Ties (in)	12	Recommended Spacing (in)	5 to 12
Area of Bars in Pier (in <sup>2</sup> )	14.43		
Spacing of Bars in Pier (in)	6.02		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	89.06		

**MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)**

**Two-Way Shear:**

Average d (in)	13.73		
$\phi v_c$ (ksi)	0.228	$v_u$ (ksi)	0.225
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.279		
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228		
Shear perimeter, $b_o$ (in)	190.39		
$\beta_c$	1		

**Stability:**

Overturning Design Strength (ft-k)	19013.6	Factored Overturning Moment (ft-k)	14939.5
------------------------------------	---------	------------------------------------	---------

**One-Way Shear:**

$\phi V_c$ (kips)	714.0	$V_u$ (kips)	603.5
-------------------	-------	--------------	-------

**Pier Design:**

Design Tensile Strength (kips)	779.3	$T_u$ (kips)	486.0
--------------------------------	-------	--------------	-------

$\phi V_n$ (kips)	153.1	$V_u$ (kips)	59.0
-------------------	-------	--------------	------

$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	153.1		
$V_s$ (kips)	0.0	$V_s$ max = $4 f'_c{}^{1/2} b_w d$ (kips)	626.0

Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
----------------------	------	-----------------------------------	--

Actual Hook Development (in)	12.46	Req'd Hook Development $l_{dh}$ (in)	10.96
------------------------------	-------	--------------------------------------	-------

\*\*\* Ref. ACI 11.5.5 & 11.5.6.3

**Anchor Bolt Pull-Out:**

$\phi P_c = \phi \lambda (2/3) f'_c{}^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	344.9	$P_u$ (kips)	486.0
Pier Rebar Development Length (in)	45.69	Required Length of Development (in)	24.40

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	4930.9	$M_u$ (ft-kips)	4911.1
----------------------	--------	-----------------	--------

a (in)	3.09
--------	------

Steel Ratio	0.01437
-------------	---------

$\beta_1$	0.825
-----------	-------

Maximum Steel Ratio ( $\rho_l$ )	0.0197
----------------------------------	--------

Minimum Steel Ratio	0.0018
---------------------	--------

Rebar Development in Pad (in)	111.54	Required Development in Pad (in)	15.91
-------------------------------	--------	----------------------------------	-------

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	1
One-Way Shear	1
Hook Development	1
Minimum Mat Depth	1

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

## KY Public Service Commission

### Master Utility Search

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

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

	Utility ID	Utility Name	Utility Type	Class	City	State
<input type="button" value="View"/>	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	C	San Francisco	CA
<input type="button" value="View"/>	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
<input type="button" value="View"/>	4109300	Access Point, Inc.	Cellular	D	Cary	NC
<input type="button" value="View"/>	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
<input type="button" value="View"/>	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
<input type="button" value="View"/>	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
<input type="button" value="View"/>	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
<input type="button" value="View"/>	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
<input type="button" value="View"/>	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
<input type="button" value="View"/>	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
<input type="button" value="View"/>	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
<input type="button" value="View"/>	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
<input type="button" value="View"/>	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
<input type="button" value="View"/>	4111050	BlueBird Communications, LLC	Cellular	C	New York	NY
<input type="button" value="View"/>	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
<input type="button" value="View"/>	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
<input type="button" value="View"/>	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI



<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular D	Rockville	MD
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular D	Philadelphia	PA
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular B	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular D	San Antonio	TX
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular A	Elizabethtown	KY
<a href="#">View</a>	4111200	Dynalink Communications, Inc.	Cellular C	Brooklyn	NY
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular D	Oak Hill	VA
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular B	Covington	LA
<a href="#">View</a>	4109600	Google North America Inc.	Cellular A	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular D	Quincy	MA
<a href="#">View</a>	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular A	San Diego	CA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular A	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular D	Tulsa	OK
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular D	New York	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular A	Elizabethtown	KY
<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular A	Elizabethtown	KY
<a href="#">View</a>	4109750	Konatel, Inc. dba telecom.mobi	Cellular D	Johnstown	PA
<a href="#">View</a>	4111250	Liberty Mobile Wireless, LLC	Cellular C	Sunny Isles Beach	
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular C	Fort Lee	NJ
<a href="#">View</a>	4110900	Lunar Labs, Inc.	Cellular D	Detroit	MI
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular A	Bellevue	WA
<a href="#">View</a>	4109650	Mitel Cloud Services, Inc.	Cellular D	Mesa	AZ

<a href="#">View</a>	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular A	San Antonio	TX
<a href="#">View</a>	10900	New Par dba Verizon Wireless	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4000800	Nextel West Corporation	Cellular D	Overland Park	KS
<a href="#">View</a>	4001300	NPCR, Inc. dba Nextel Partners	Cellular D	Overland Park	KS
<a href="#">View</a>	4001800	OnStar, LLC	Cellular A	Detroit	MI
<a href="#">View</a>	4110750	Onvoy Spectrum, LLC	Cellular D	Plymouth	MN
<a href="#">View</a>	4109050	Patriot Mobile LLC	Cellular D	Irving	TX
<a href="#">View</a>	4110250	Plintron Technologies USA LLC	Cellular D	Bellevue	WA
<a href="#">View</a>	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular D	Cincinnati	OH
<a href="#">View</a>	4202100	Powertel/Memphis, Inc. dba T-Mobile	Cellular A	Bellevue	WA
<a href="#">View</a>	4107700	Puretalk Holdings, LLC	Cellular A	Covington	GA
<a href="#">View</a>	4111350	Q LINK MOBILE LLC	Cellular C	Dania Beach	FL
<a href="#">View</a>	4106700	Q Link Wireless, LLC	Cellular B	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular B	Hiawatha	IA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular D	Raleigh	NC
<a href="#">View</a>	4111100	ROK Mobile, Inc.	Cellular C	Culver City	CA
<a href="#">View</a>	4106200	Rural Cellular Corporation	Cellular A	Basking Ridge	NJ
<a href="#">View</a>	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular D	Los Angeles	CA
<a href="#">View</a>	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular D	Freemont	NE
<a href="#">View</a>	4106300	SI Wireless, LLC	Cellular A	Carbondale	IL
<a href="#">View</a>	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular D	Neptune	NJ
<a href="#">View</a>	4111450	Spectrum Mobile, LLC	Cellular C	St. Louis	MO
<a href="#">View</a>	4200100	Sprint Spectrum, L.P.	Cellular A	Atlanta	GA
<a href="#">View</a>	4200500	SprintCom, Inc.	Cellular A	Atlanta	GA
<a href="#">View</a>	4109550	Stream Communications, LLC	Cellular D	Dallas	TX
<a href="#">View</a>	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular D	Red Bluff	CA
<a href="#">View</a>	4202200	T-Mobile Central, LLC dba T-Mobile	Cellular A	Bellevue	WA
<a href="#">View</a>	4002500	TAG Mobile, LLC	Cellular D	Carrollton	TX
<a href="#">View</a>	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular D	South Portland	ME
<a href="#">View</a>	4107200	Telefonica USA, Inc.	Cellular D	Miami	FL
<a href="#">View</a>	4108900	Telrite Corporation	Cellular D	Covington	GA
<a href="#">View</a>	4108450	Tempo Telecom, LLC	Cellular D	Atlanta	GA
<a href="#">View</a>	4109950	The People's Operator USA, LLC	Cellular D	New York	NY
<a href="#">View</a>	4109000	Ting, Inc.	Cellular A	Toronto	ON

<a href="#">View</a>	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
<a href="#">View</a>	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
<a href="#">View</a>	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4002000	Truphone, Inc.	Cellular	D	Durham	NC
<a href="#">View</a>	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
<a href="#">View</a>	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4110800	Visible Service LLC	Cellular	D	Lone Tree	CO
<a href="#">View</a>	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
<a href="#">View</a>	4110950	Wing Tel Inc.	Cellular	D	New York	NY

**EXHIBIT E**  
**FAA**



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

Aeronautical Study No.  
 2019-ASO-3232-OE

Issued Date: 04/30/2019

Robert P Walters  
 AT&T Mobility (JO)  
 208 S Akard St.  
 1014.08  
 Dallas, TX 75202

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

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

Structure: Tower Jetson (275586)  
 Location: Morgantown, KY  
 Latitude: 37-14-44.45N NAD 83  
 Longitude: 86-32-22.14W  
 Heights: 719 feet site elevation (SE)  
 270 feet above ground level (AGL)  
 989 feet above mean sea level (AMSL)

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

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

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

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

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

This determination expires on 10/30/2020 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-4199, or [Dianne.Marin@FAA.GOV](mailto:Dianne.Marin@FAA.GOV). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-3232-OE.

**Signature Control No: 395924329-404228862**

( DNE )

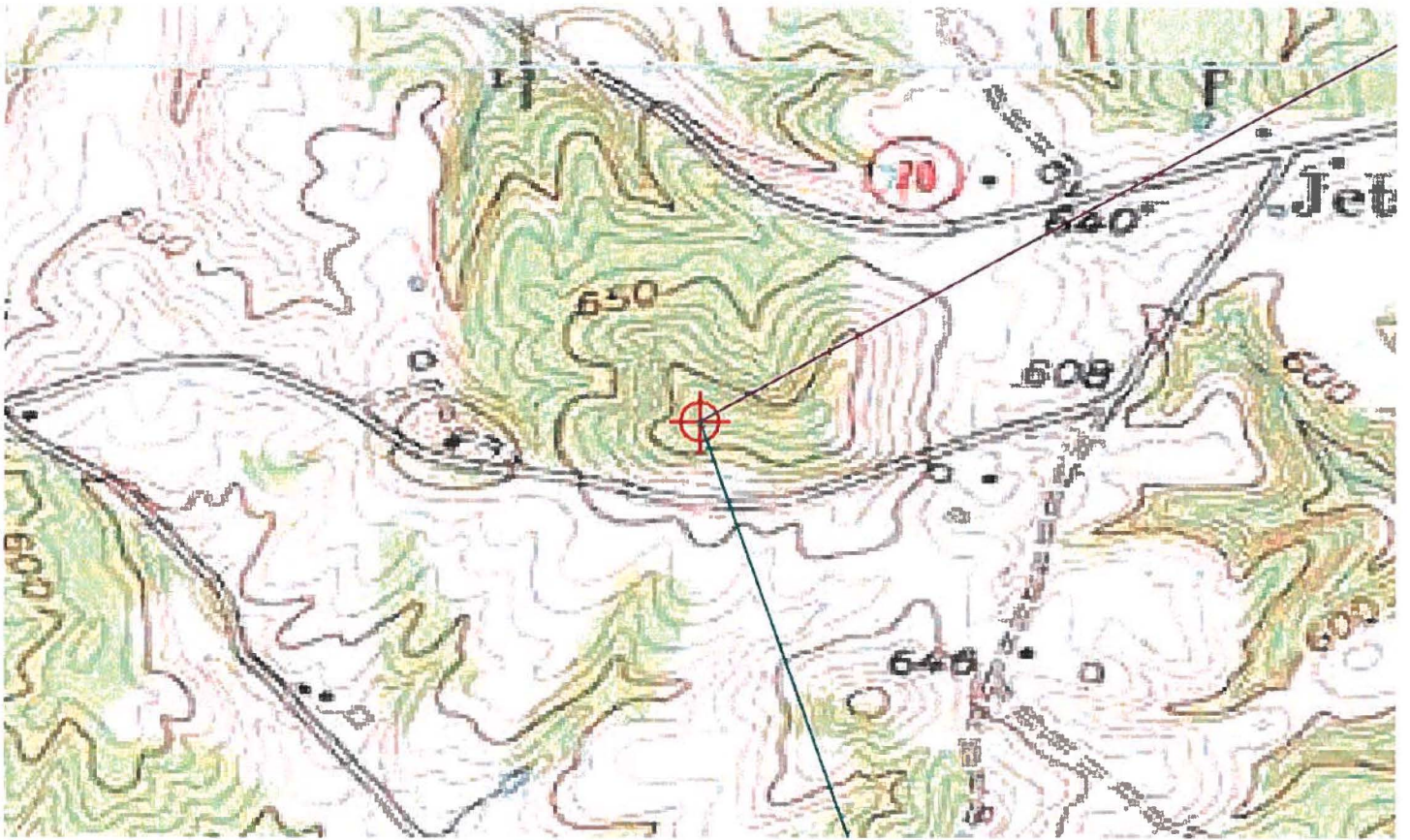
Dianne Marin  
Technician

Attachment(s)  
Case Description  
Map(s)

cc: FCC

**Case Description for ASN 2019-ASO-3232-OE**

Applying for a new 270' proposed self support tower.





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



KENTUCKY TRANSPORTATION CABINET  
KENTUCKY AIRPORT ZONING COMMISSION

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

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

<b>APPLICANT (name)</b> John Monday		<b>PHONE</b> 855-699-7073	<b>FAX</b> 972-907-1131	<b>KY AERONAUTICAL STUDY #</b>	
<b>ADDRESS (street)</b> 3300 E. Renner Road, B3132		<b>CITY</b> Richardson		<b>STATE</b> TX	<b>ZIP</b> 75082
<b>APPLICANT'S REPRESENTATIVE (name)</b> Matt Hill		<b>PHONE</b> 615-339-5218	<b>FAX</b>		
<b>ADDRESS (street)</b> 1975 Joe B. Jackson Parkway		<b>CITY</b> Murfreesboro		<b>STATE</b> TN	<b>ZIP</b> 37127
<b>APPLICATION FOR</b> <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing				<b>WORK SCHEDULE</b>	
<b>DURATION</b> <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days )				Start	End
				TBD	
<b>TYPE</b> <input type="checkbox"/> Crane <input type="checkbox"/> Building <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Power Line <input type="checkbox"/> Water Tank <input type="checkbox"/> Landfill <input type="checkbox"/> Other		<b>MARKING/PAINTING/LIGHTING PREFERRED</b> <input type="checkbox"/> Red Lights & Paint <input type="checkbox"/> White- medium intensity <input type="checkbox"/> White- high intensity <input checked="" type="checkbox"/> Dual- red & medium intensity white <input type="checkbox"/> Dual- red & high intensity white <input type="checkbox"/> Other			
<b>LATITUDE</b> 37° 14' 44.45 "		<b>LONGITUDE</b> 86° 32' 22.14 "		<b>DATUM</b> <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other	
<b>NEAREST KENTUCKY</b> City <sup>Jetson</sup> County <sup>Butler</sup>		<b>NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT</b> M20 LEITCHFIELD-GRAYSON CO			
<b>SITE ELEVATION (AMSL, feet)</b> 719'		<b>TOTAL STRUCTURE HEIGHT (AGL, feet)</b> 270'		<b>CURRENT (FAA aeronautical study #)</b> 2019-ASO-3232-OE	
<b>OVERALL HEIGHT (site elevation plus total structure height, feet)</b> 989'				<b>PREVIOUS (FAA aeronautical study #)</b>	
<b>DISTANCE (from nearest Kentucky public use or Military airport to structure)</b> 16.2 NM				<b>PREVIOUS (KY aeronautical study #)</b>	
<b>DIRECTION (from nearest Kentucky public use or Military airport to structure)</b> North-West					
<b>DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.)</b>  1A and Quad attached					
<b>DESCRIPTION OF PROPOSAL</b>  AT&T proposes to construct a 255' cell tower with a 15' lightning rod for an overall height of 270'.					
<b>FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?)</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 4/30/2019					
<b>CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)</b>					
<b>PENALTIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)</b>					
<b>NAME</b> Michelle Ward	<b>TITLE</b> Sr. Real Estate Mgr.	<b>SIGNATURE</b> 		<b>DATE</b> 9/6/2019	
<b>COMMISSION ACTION</b>		<input type="checkbox"/> Chairperson, KAZC <input type="checkbox"/> Administrator, KAZC			
<input type="checkbox"/> Approved	<b>SIGNATURE</b>		<b>DATE</b>		
<input type="checkbox"/> Disapproved					

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

Date: September 13, 2019

POD Job Number: 18-28294

GEOTECHNICAL REPORT

**JETSON**

**(13800754)**

**37° 14' 44.45" N  
86° 32' 22.14" W**

9542 Brownville Road,  
Morgantown, KY 42261

Prepared For:



Prepared By:





September 11, 2019

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

Re: Geotechnical Report – **PROPOSED 255' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR**  
Site Name: **JETSON (13800754)**  
Site Address: 9542 Brownville Road, Morgantown, Butler County, Kentucky  
Coordinates: N37° 14' 44.45", W86° 32' 22.14"  
POD Project No. 18-28294

Dear Ms. Ward:

Attached is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower and equipment support foundations.

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

Cordially,

A handwritten signature in blue ink that reads "Mark Patterson".

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



Copies submitted: (3) Ms. Michelle Ward

**LETTER OF TRANSMITTAL**

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**APPENDIX**

BORING LOCATION PLAN  
BORING LOGS  
SOIL SAMPLE CLASSIFICATION

Geotechnical Report  
**PROPOSED 255' SELF-SUPPORT TOWER w/ 15' LIGHTNING ARRESTOR**

Site Name: **JETSON (13800754)**  
9542 Brownville Road, Morgantown, Butler County, Kentucky  
N37° 14' 44.45", W86° 32' 22.14"

### **1. PURPOSE AND SCOPE**

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by drilling three borings and to evaluate this data with respect to foundation concept and design for the proposed tower. Also included is an evaluation of the site with respect to potential construction problems and recommendations dealing with quality control during construction.

### **2. PROJECT CHARACTERISTICS**

AT&T is proposing to construct a self-support tower and either an equipment shelter, slab or platform N37° 14' 44.45", W86° 32' 22.14", 9542 Brownville Road, Morgantown, Butler County, Kentucky. The site is located on in a wooded hilltop just to the west of Jetson in a rural area of Butler County. The proposed lease area will be about 10,000 square feet and will be accessed by a new access drive from Brownville Road south to the site. The elevation at the proposed tower location is about EL 720 with about 10 feet change across the proposed lease area. The proposed tower location is shown on the Boring Location Plan in the Appendix.

### **3. SUBSURFACE CONDITIONS**

The subsurface conditions were explored by drilling three test borings near the base of the proposed tower. The Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general subsurface conditions disclosed by the test borings are discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the Middle Pennsylvanian age Tradewater Formation. The formation is made up of shale with sandstone, limestone and some coal and is non-karst.

The borings encountered about 7 to 8 inches of topsoil at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low plasticity. The SPT N-values in the clay were between 14 and 23 blows per foot (bpf) generally indicating a stiff to very stiff consistency. Highly weathered sandstone and shale was encountered below about 1.5 feet that could be augered through, but the split spoon could not be driven through. The borings were terminated at the scheduled depths of 20.5 feet in Borings B-1 and B-2 and 40.5 in Boring T-1.

Observations made at the completion of soil drilling operations indicated the boring to be dry. It must be noted, however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary but will fluctuate seasonally.

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 2018 Kentucky Building Code, the site class is considered "D". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

#### **4. FOUNDATION DESIGN RECOMMENDATIONS**

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain us to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

We recommend that the geotechnical engineer be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

##### **4.1. Proposed Tower**

Our findings indicate that the proposed self-support tower can be supported on drilled piers or on a common mat foundation.

##### **4.1.1. Drilled Piers**

The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types and were not directly measured. The all values provided are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 40 feet, a deeper boring should be drilled to determine the nature of the deeper material.



Depth Below Ground Surface, feet	0 - 3	3 - 10	10 - 40
<b>Ultimate Bearing Pressure (psf)</b>		22,100	44,250
<b>C</b> <b>Undrained Shear Strength, psf</b>	500	4,000	8,000
<b><math>\phi</math></b> <b>Angle of Internal Friction degrees</b>	0	0	0
<b>Total Unit Weight, pcf</b>	110	135	135
<b>Soil Modulus Parameter</b> <b>k, pci</b>	30	2000	2000
<b>Passive Soil Pressure,</b> <b>psf/one foot of depth</b>		2,700 + 45(D-3)	5,350 + 45(D-10)
<b>Side Friction, psf</b>	100	1500	2000

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated.

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

#### 4.1.2. Mat Foundation

The tower could be supported on a common mat foundation bearing on the weathered sandstone at least 4 feet in depth can be designed using a net allowable bearing pressure of 6,000 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. The friction value can be increased to 0.35 between the concrete and weathered rock. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

It is important that the mat be designed with an adequate factor of safety with regard to overturning under the maximum design wind load.

#### **4.2. Equipment Platform**

An equipment platform may be supported on shallow piers bearing in the natural clay and designed for a net allowable soil pressure of 4,000 pounds per square foot. The piers should bear at a depth of at least 24 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

#### **4.3. Equipment Slab**

A concrete slab supporting the equipment must be supported on at least 6-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 6 in. of granular material is placed below the slab, a modulus of subgrade reaction (k) of 110 lbs/cu.in. can be used for design of the slab. All existing topsoil or soft natural soil should be removed beneath crushed stone layer.

#### **4.4. Equipment Building**

If an equipment building support on a slab is chosen in place of the equipment platform, it may be supported on shallow spread footings bearing in the silty soil and designed for a net allowable soil pressure of 4,000 pounds per square foot.

The footings should be at least ten inches wide. If the footings bear on soil, they should bear at a depth of at least 24 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

Floor slabs must be supported on at least 4-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 4 in. of granular material is placed below the slab, a modulus of subgrade reaction (k) of 110 lbs/cu.in. can be used for design of the floor slabs.

#### **4.5. Drainage and Groundwater Considerations**

Good site drainage must be provided. Surface run-off water should be drained away from the tower and platform and not allowed to pond.

At the time of this investigation, groundwater was not encountered. No special provisions regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be pumped with sumps.

### **5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS**

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer, or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

#### **5.1 Drilled Piers**

The following recommendations are recommended for drilled pier construction:

- ❖ Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- ❖ Make provisions for ground water removal from the drilled shaft excavation. While groundwater was not encountered during the soil drilling, some significant seepage may be encountered. The drilled pier contractor should have pumps on hand to remove water from the drilled pier.
- ❖ Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- ❖ Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- ❖ Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion in the drilled shaft.
- ❖ The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.

- Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

## 5.2 Fill Compaction

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to ensure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils.

## 5.3 Construction Dewatering

At the time of this investigation, groundwater was not encountered. Groundwater control will not be necessary for shallow foundations during construction. Any seepage should be able to be pumped with sumps.

If groundwater is encountered in the drilled pier excavations, it may be difficult to dewater since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the tremie method.

## 6 FIELD INVESTIGATION

Three soil test borings were drilled near the base of the proposed tower. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in all test borings. The borings were terminated at the scheduled termination depths of 20.5 and 40.5 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring logs are included in the Appendix along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The logs present visual descriptions of the soil strata

encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

## **7 WARRANTY AND LIMITATIONS OF STUDY**

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. POD Group is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the logs. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

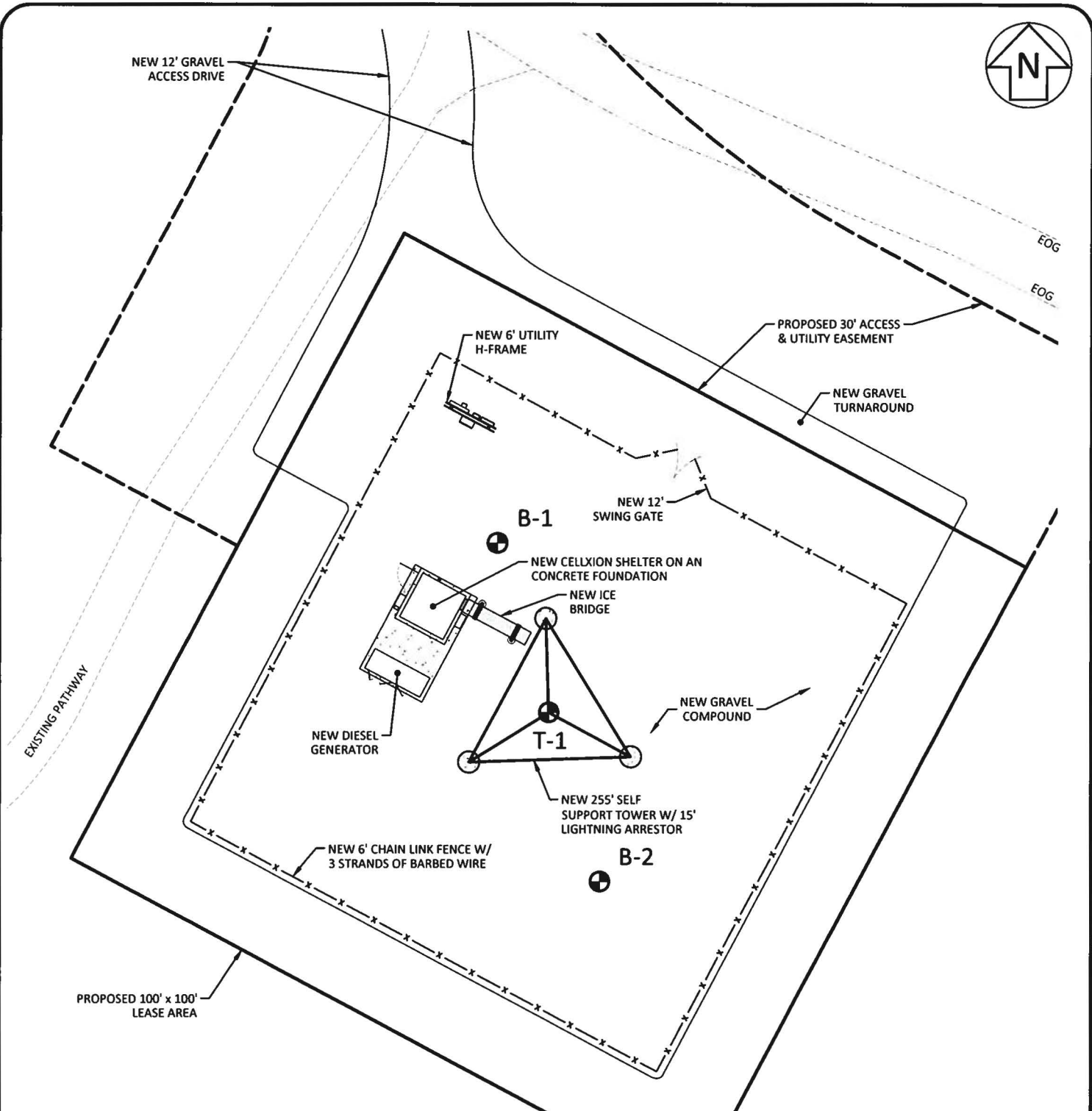
The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

## **APPENDIX**

**BORING LOCATION PLAN**

**BORING LOGS**

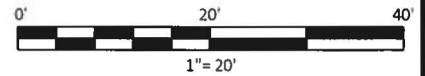
**SOIL SAMPLE CLASSIFICATION**



**LEGEND**



BORING LOCATION



SHEET TITLE: <b>BORING LOCATION PLAN</b>	FA NUMBER: <b>13800754</b>	SITE INFORMATION: <b>JETSON</b> 9542 BROWNSVILLE ROAD MORGANTOWN, KY 42261 BUTLER COUNTY	PREPARED BY:  11490 BLUEGRASS PKWY LOUISVILLE, KY 40299 502-437-5252
	LATITUDE: 37° 14' 44.45" LONGITUDE: -86° 32' 22.14"		
SHEET NUMBER: <b>1</b>	POD NUMBER: 18-28294 DRAWN BY: KDP CHECKED BY: MEP DATE: 9.12.2019		



# Boring Log

Boring: T-1

Page 1 of 1

**Project:** Jetson FA

**City, State**

Morgantown, KY

**Method:** H.S.A.

**Boring Date:** 6-Sep-19

**Location:** Proposed Tower Center

**Inside Diameter:** 3 1/4"

**Drill Rig Type:** CME 550

**Hammer Type:** Auto

**Groundwater:** DRY

**Weather:**

**Driller:** Strata Group, LLC

**Note:** About 8 inches of topsoil were encountered at the existing ground surface

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (ksf)
0.7	1.5	SILTY CLAY (CL) - very stiff, dry, orange brown	0 - 1.5	SS	5, 6, 17	8	23,			8%		
			1.5 - 3	SS	11, 16, 16	12	32,			7%		
1.5	19.0	SANDSTONE - highly weathered, orange brown with trace clay	4 - 5.5	SS	25, 42, 50	12	92,					
			6.5 - 8	SS	50,	cuttings	50,					
			9 - 10.5	SS	32, 36, 24	12	60,					
			14 - 15.5	SS	30, 31, 38	10	69,					
			19-20.5	SS	50,	cuttings	50,					
19.0	40.5	SHALE - highly weathered, gray with trace clay	24-25.5	SS	50,	cuttings	50,					
			29-30.1	SS	50,	cuttings	50,					
			34-35.5	SS	50,	cuttings	50,					
			39-40.5	SS	50,	cuttings	50,					
		<b>Boring Terminated at 40.5 feet</b>										





# Boring Log

Boring: B-1

Page 1 of 1

**Project:** Jetson FA

**City, State**

Morgantown, KY

**Method:** H.S.A.

**Boring Date:** 6-Sep-19

**Location:** Northwest of Tower Center

**Inside Diameter:** 3 1/4"

**Drill Rig Type:** CME 550

**Hammer Type:** Auto

**Groundwater:** DRY

**Weather:**

**Driller:** Strata Group, LLC

**Note:** About 7 inches of topsoil were encountered at the existing ground surface

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD, %)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (ksf)
0.6	1.5	SILTY CLAY (CL) - very stiff, dry, orange brown	0 - 1.5	SS	4, 7, 10	18	17,			14%		
			1.5 - 3	SS	11, 17, 22	17	39,			9%		
1.5	14.0	SANDSTONE - highly weathered, orange brown with trace clay	4 - 5.5	SS	6, 31, 28	17	59,					
			6.5 - 8	SS	50,	cuttings	50,					
			9 - 10.5	SS	25, 32, 42	10	74,					
19.0	20.5	SHALE - highly weathered, brown and gray with trace clay	14 - 15.5	SS	19, 38, 50	11	88,					
			19-20.5	SS	50,	cuttings	50,					
		Boring Terminated at 20.5 feet										



# Boring Log

Boring: B-2

Page 1 of 1

**Project:** Jetson FA

**City, State**

Morgantown, KY

**Method:** H.S.A.

**Boring Date:** 6-Sep-19

**Location:** Southeast of Tower Center

**Inside Diameter:** 3 1/4"

**Drill Rig Type:** CME 550

**Hammer Type:** Auto

**Groundwater:** DRY

**Weather:**

**Driller:** Strata Group, LLC

**Note:** About 8 inches of topsoil were encountered at the existing ground surface

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (ksf)
0.7	1.5	SILTY CLAY (CL) - stiff, dry, grayish brown	0 - 1.5	SS	5, 7, 7	17	14,			9%		
			1.5 - 3	SS	12, 13, 24	17	37,			6%		
1.5	14.0	SANDSTONE - highly weathered, orange brown with trace clay	4 - 5.5	SS	6, 27, 30	18	57,					
			6.5 - 8	SS	50,	cuttings	50,					
			9 - 10.5	SS	26, 29, 41	11	70,					
19.0	20.5	SHALE - highly weathered, brown and gray with trace clay	14 - 15.5	SS	21, 22, 49	12	71,					
			19-20.5	SS	50,	cuttings	50,					
		Boring Terminated at 20.5 feet										

**SOIL SAMPLE CLASSIFICATION**

**FINE AND COARSE GRAINED SOIL INFORMATION**

COARSE GRAINED SOILS (SANDS & GRAVELS)		FINE GRAINED SOILS (SILTS & CLAYS)			PARTICLE SIZE	
N	Relative Density	N	Consistency	Qu, KSF Estimated	Boulders	Greater than 300 mm (12 in)
0-4	Very Loose	0-1	Very Soft	0-0.5	Cobbles	75 mm to 300 mm (3 to 12 in)
5-10	Loose	2-4	Soft	0.5-1	Gravel	4.74 mm to 75 mm (3/16 to 3 in)
11-20	Firm	5-8	Firm	1-2	Coarse Sand	2 mm to 4.75 mm
21-30	Very Firm	9-15	Stiff	2-4	Medium Sand	0.425 mm to 2 mm
31-50	Dense	16-30	Very Stiff	4-8	Fine Sand	0.075 mm to 0.425 mm
Over 50	Very Dense	Over 31	Hard	8+	Silts & Clays	Less than 0.075 mm

The **STANDARD PENETRATION TEST** as defined by ASTM D 1586 is a method to obtain a disturbed soil sample for examination and testing and to obtain relative density and consistency information. A standard 1.4-inch I.D./2-inch O.D. split-barrel sampler is driven three 6-inch increments with a 140 lb. hammer falling 30 inches. The hammer can either be of a trip, free-fall design, or actuated by a rope and cathed. The blow counts required to drive the sampler the final two increments are added together and designate the N-value defined in the above tables.

**ROCK PROPERTIES**

ROCK QUALITY DESIGNATION (RQD)		ROCK HARDNESS	
Percent RQD	Quality	Very Hard:	Rock can be broken by heavy hammer blows.
0-25	Very Poor	Hard:	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.
25-50	Poor	Moderately Hard:	Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be broken with light hammer blows.
50-75	Fair	Soft:	Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure.
75-90	Good	Very Soft:	Rock disintegrates or easily compresses when touched; can be hard to very hard soil.
90-100	Excellent		

Recovery =	$\frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$	63 REC	Core Diameter	Inches
		NQ	BQ	1-7/16
		43 RQD	NQ	1-7/8
RQD =	$\frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$		HQ	2-1/2

**SYMBOLS**

**KEY TO MATERIAL TYPES**

SOILS	
Group Symbols	Typical Names
GW	Well graded gravel - sand mixture, little or no fines
GP	Poorly graded gravels or gravel - sand mixture, little or no fines
GM	Silty gravels, gravel - sand silt mixtures
GC	Clayey gravels, gravel - sand - clay mixtures
SW	Well graded sands, gravelly sands, little or no fines
SP	Poorly graded sands or gravelly sands, little or no fines
SM	Silty sands, sand - silt mixtures
SC	Clayey sands, sand - clay mixtures
ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts
OL	Organic silts and organic silty clays of low plasticity
CL	Inorganic clays of low range plasticity, gravelly clays, sandy clays, silty clays, lean clays
MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
CH	Inorganic clays of high range plasticity, fat clays

ROCKS	
Symbols	Typical Names
	Limestone or Dolomite
	Shale
	Sandstone

**SOIL PROPERTY SYMBOLS**

- N: Standard Penetration, BPF
- M: Moisture Content, %
- LL: Liquid Limit, %
- PI: Plasticity Index, %
- Qp: Pocket Penetrometer Value, TSF
- Qu: Unconfined Compressive Strength Estimated Qu, TSF
- $\gamma$ : Dry Unit Weight, PCF
- $\gamma_D$ : Fines Content

**SAMPLING SYMBOLS**

- SS Split Spoon Sample
- Relatively Undisturbed Sample
- Rock Core Sample

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

### **Driving Directions to Proposed Tower Site**

1. Beginning at 110 North Main Street, Morgantown, KY 42261, head southwest on North Main Street toward West G L Smith Street and travel approximately 157 feet.
2. Turn right at the first cross street onto US-231 N/W G L Smith Street and travel approximately 2.4 miles.
3. Turn right onto KY-70 E/KY-79 N and travel approximately 0.9 miles.
4. Turn right onto KY-70 E and travel approximately 8.6 miles.
5. The site is on the right. The site coordinates are:
  - a. North 37 deg 14 min 44.45 sec
  - b. West 86 deg 32 min 22.14 sec



Prepared by:  
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Telephone: 502-955-4400 or 800-516-4293

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

Market: Evansville  
Cell Site Number: KYL03670  
Cell Site Name: Jetson  
Search Ring Name: Jetson  
Fixed Asset Number: 13800754

## OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Joyce West and David West, a married couple, having a mailing address of 9710 Brownsville Road, Morgantown, KY 42261 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (“**Tenant**”).

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 9542 Brownsville Road, Morgantown, KY 42261, in the County of Butler, State of Kentucky the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 6,400 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within sixty (60) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term**.”

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

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("Structure"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, at Tenant's sole cost, but with no additional rent payable. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

**3. TERM.**

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this



Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

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

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

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

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous five (5) year term.

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

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

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

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

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

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

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

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

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

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

(e) by Tenant upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of a termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of [REDACTED]. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

8. **INTERFERENCE.**

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

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

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

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

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the

Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

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

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

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

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

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

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

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and

indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

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

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of one-foot below

grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

#### **14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Agreement or any required permit. Any damage Tenant and its employees, agents, and subcontractors cause to the Landlord's driveway into the property during construction or routine maintenance, Tenant will repair at its own cost and expense.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

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

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

#### **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure

period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

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

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

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

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: KYL03670; Cell Site Name: Jetson (KY)  
Fixed Asset #: 13800754  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

With a copy to:               New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: KYL03670; Cell Site Name: Jeton (KY)  
Fixed Asset #: 13800754  
208 S. Akard Street  
Dallas, TX 75202-4206

If to Landlord:                   Joyce West  
9710 Brownsville Road  
Morgantown, KY 42261

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

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

**19. CASUALTY.** Landlord will provide notice, to the best of their ability, to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of when the casualty or other harm has been discovered by the Landlord. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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

## **21. TAXES.**

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide Tenant's address to the taxing authority for the authority's use in



the event the authority needs to communicate with Tenant. In the event that Tenant's address changes by notice to Landlord, Landlord shall be required to provide Tenant's new address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

(h) Notwithstanding anything contained in Section 21(a), Tenant shall reimburse Landlord for the Attributable Amount of taxes or assessments levied on the lands or other property owned by Landlord, under the following circumstances and following receipt by Tenant of all of the documents listed below: (1) there has been an increase in the taxes and assessments levied upon the lands or property, Landlord improvements and other property of Landlord, that is attributable solely to Tenant's leasehold improvements on the Premises (a "Qualified Increase"), as initially measured for the period beginning immediately before the Tenant leasehold improvements are made to the Premises and ending on the first succeeding assessment date (the "Base Amount"), and, with respect to any subsequent assessment period, any increase in the taxes and assessments levied upon the lands or other property that is a Qualified Increase over the Base Amount (the Base Amount or any subsequent Qualified Increase over the Base Amount shall be hereinafter referred to as the "Attributable Amount"), (2) Landlord shall provide Tenant with copies of all notices of assessment on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment, along with sufficient written documentation evidencing any Qualified Increase, (3) Landlord shall provide Tenant with written notice including evidence that Landlord has timely paid the taxes and assessments that are the subject of the notice of assessment in question, and (4) Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the Attributable Amount and to reimburse to Landlord as required hereunder. If Landlord fails to provide such notices within such thirty (30) day period, Tenant shall have no obligation to reimburse Landlord for the Attributable Amount for the year covered by the assessment and all subsequent years to the extent that (i) Landlord continues to fail in providing timely notice following receipt of subsequent assessment notices, or (ii) Tenant is precluded from challenging such assessment with the appropriate government authorities. Landlord shall timely pay to the appropriate taxing or governmental authority the full amount of the assessed taxes or assessments, but may seek reimbursement from Tenant as provided herein.

## **22. SALE OF PROPERTY.**

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("Offer"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

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

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

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

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

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

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

**“LANDLORD”**

Joyce West and David West

By: Joyce West  
Print Name: Joyce West  
Its: Owner  
Date: 4/25/18

By: David West  
Print Name: David West  
Its: Owner  
Date: 4/25/18

**“TENANT”**

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

~~By: AT&T Mobility Corporation  
Its: Manager~~

~~By: \_\_\_\_\_  
Print Name: Jason Allday  
Its: Area Manager Network Engineering  
TNKY Site Acquisition  
Date: \_\_\_\_\_~~

**[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF ALABAMA

) ss:

COUNTY OF JEFFERSON)

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared Jason Allday, and acknowledged under oath that he/she is the Area Manager Network Engineering TNKY Site Acquisition of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF KENTUCKY)

) ss:

COUNTY OF BUTLER)

On the 24 day of April, 2018 before me, personally appeared Joyce West and David West, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

*Maureen Childers*  
Notary Public: ky State as Judge  
My Commission Expires: 6/30/18



EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 5

to the Option and Land Lease Agreement dated January 23, 2019, by and between Joyce West and David West, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:  
DB 226, Pg 411

**PARCEL ONE:**

Being a 17.295 Acres Tract of land located on the Southwest side of KY Hwy. 70 and Northeast of KY Hwy. 1328, Leonard Oak Vicinity, Butler County, Kentucky, and more particularly described as follows:

Beginning on an iron pin, found, 30 feet Southwest of the center of Ky. Hwy. 70, said iron pin being the Northwest corner of Michael Bratcher's Tract, Deed Book 168, at Page 25, records of the Butler County Court Clerk's Office; thence from the point of beginning with Bratcher's line, reduced to the following three (3) straight line segments: S 9 deg 51 min 17 sec W, a distance of 161.80 feet to an iron pin, found; thence S 35 deg 06 min 34 sec E, a distance of 182.54 feet to another iron pin, found; thence S 82 deg 53 min 52 sec. E. a distance of 130.66 feet to an iron pin, found, a Southerly corner to Bratcher's Tract, located in the West line of Windell Phelps' Tract, Deed Book 86, at Page 290; thence with Phelps' line S 6 deg 26 min 53 sec W, a distance of 810.85 feet to an iron pin, the Southwest corner to Phelps' Tract, located in an existing fence, along the North line to

BUTLER COUNTY CLERK



Larry Barr's Parcel No. 1, Tract No. 5 Deed Book 158, at Page 292-302; thence with the aforesaid fence, reduced to the following four (4) straight line segments: N 89 deg 23 min 15 sec W, a distance of 187.79 feet; thence S 87 deg 41 min 21 sec W, a distance of 253.22 feet; thence S 89 deg 37 min 21 sec W, a distance of 225.41 feet; thence N 83 deg 51 min 53 sec W, a distance of 143.33 feet to an iron pin, a new corner, located at an oak, in the aforesaid fence, along the North line of Barr's Tract; thence with a new division line N 17 deg 14 min 04 sec E, a distance of 1187.86 feet to an iron pin, a new corner; thence continuing with a new division line N 34 deg 46 min 19 sec E, a distance of 209.70 feet to an iron pin, a new corner, located 30 feet Southwest of the center of KY Hwy. 70; thence with the following eight (8) calls, being 30 feet Southwest of, and parallel with the center of the aforesaid highway: S 43 deg 20 min 12 sec E, a distance of 25.03 feet; thence S 44 deg 17 min 59 sec E, a distance of 39.64 feet; thence S 46 deg 55 min 59 sec E, a distance of 42.32 feet; thence S 49 deg 50 min 24 sec E, a distance of 44.12 feet; thence S 52 deg 45 min 41 sec E, a distance of 40.64 feet; thence S 55 deg 17 min 16 sec E, a distance of 41.30 feet; thence S 56 deg 42 min 35 sec E, a distance of 40.08 feet; thence S 57 deg 04 min 10 sec E, a distance of 14.25 feet to the point of beginning, containing 17.295 Acres, by EDM related survey, performed by MARK P. JOHNSON, KY REG. L.S. # 2557, on 3-29-2002, using a deed bearing taken along the Northeast line to Palmer's Tract.

**THERE IS EXCEPTED** and not conveyed herein the following tract of land:

Being a 1.673 Acres Tract of land located approximately 1000 feet Southwest of KY Hwy. 70 and approximately 200 feet Northeast of KY Hwy. 1328, Jetson-Leonard Oak Vicinity, Butler County, Kentucky, and more particularly described as follows:

Beginning on an iron pin the Southwest corner to Windell & Betty Phelps' Tract, Deed Book 86, at Page 290, said iron pin located in an existing fence, along the North line to Andrew & Melissa Palmer's Tract, Deed Book 169, at Page 40; thence with the aforesaid fence, reduced to the following straight line segment: N 89 deg 19 min 23 sec W, a distance of 289.28 feet to an iron pin, a new corner located in an existing fence along the North line to Palmer's Tract; thence with a new division line, N 09 deg 21 min 55 sec E, a distance of 189.45 feet to an iron pin, a new corner located on the Southwest side of a driveway easement; thence crossing the aforesaid driveway, N 68 deg 20 min 46 sec E, a distance of 336.19 feet to an iron pin, a new corner; thence with another new division line, S 09 deg 45 min 04 sec W, a distance of 319.01 feet to the point of beginning, containing 1.673 Acres, by EDM

related survey, performed by MARK P. JOHNSON, KY REG. L.S. # 2557, on 12-08-2012, using a deed bearing taken from the parent Tract.

Grantors also conveys to Grantees herein, access to install and maintain a proposed off-site septic & lateral system and future utility right of way easements, location's to be determined as built, and a 15 feet wide ingress and egress, driveway right of way easement to the above Tract, said easement extends 7.5 feet to either side of and parallel with the center of the existing drive which extends from the South side of KY Hwy. 70 to the to the North line of the above 1.615 Acres Tract as shown an attached plat for reference.

**THE EXCEPTION BEING THE SAME PROPERTY** conveyed from Wendell C. Phelps and Betty S. Phelps, husband and wife, to Justin West, married, by Deed dated January 8, 2013 and recorded in Deed Book 213, Page 80, records of the Butler County Court Clerk's Office.

**BEING THE SAME PROPERTY**, less the exception, conveyed from Jonell L. Johnson and Vessie Johnson, wife and husband; Marse Lindsey and Ida M. Lindsey, husband and wife; Betty S. Phelps and Wendell C. Phelps, wife and husband; Bobby Lindsey and Sandra R. Lindsey, husband and wife; the Estate of Diann Elms, by and through her Executor, Eric Wayne Elms; the Estate of Glendal Wayne Elms, by and through his Executor, Eric Wayne Elms, and Eric Wayne Elms and Shonna M. Elms, husband and wife, to Betty S. Phelps and Wendell C. Phelps, wife and husband, by Deed dated April 23, 2002 and recorded in Deed Book 168, Page 476, records of the Butler County Court Clerk's Office.

Betty Phelps and Betty S. Phelps is one and the same person.

Windell Phelps and Wendell C. Phelps is one and the same person.

**PARCEL TWO:**

A certain tract of land located off of KY Highway 70, and off of KY Highway 1328, community of Jetson, Butler County, Kentucky and being more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an "iron pin set" is a 5/8-inch steel reinforcement bar eighteen (18) inches in length, with an orange plastic cap stamped "Cody W. Henderson, PLS 3771".

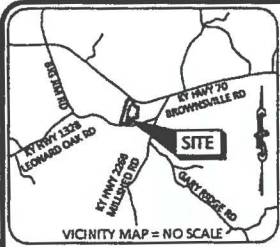
Beginning at a 1/2 inch iron pin found, said point being a corner to

Robert McClintock (D.B. 214, Pg. 159), said point also referenced South 32 degrees 09 minutes 52 seconds East, 144.51 feet from a T-post found in the south right-of-way line of KY Highway 70, said point also being a corner to Tract 1 this survey; thence with a new division line, and the line of said Tract 1, South 01 degrees 00 minutes 29 seconds East, 75.43 feet to an iron pin set, said point being the northwest corner to Tract 4 this survey; thence with new division lines, and the lines of said Tract 4, and with an existing fence line, as follows: South 00 degrees 52 minutes 58 seconds East, 226.90 feet to a wood post; thence South 01 degrees 54 minutes 21 seconds East, 223.28 feet to a wood post; thence South 01 degrees 03 minutes 45 seconds East, 155.90 feet to a wood post; thence South 01 degrees 07 minutes 07 seconds East, 125.64 feet to a wood post; thence South 03 degrees 32 minutes 30 seconds East, 32.62 feet to an iron pin set, said point being a corner to Samuel Palmer (D.B. 169, Pg. 40), said point also referenced South 74 degrees 00 minutes 53 seconds West, 101.36 feet from a 1/2 inch iron pin found, stamped P.L.S. 2136, in the north right-of-way line of KY Highway 1328; thence with Palmer, and an existing fence line, as follows: South 77 degrees 43 minutes 15 seconds West, 172.08 feet to a point; thence South 85 degrees 38 minutes 42 seconds West, 144.28 feet to an iron pin set, said point being a corner to Justin West (D.B. 213, Pg. 80); thence with West as follows: North 04 degrees 33 minutes 18 seconds East, 316.88 feet to a 1/2 inch iron pin found; thence South 63 degrees 25 minutes 44 seconds West, 20.32 feet to an iron pin set, said point being a corner to Wendell & Betty Phelps (D.B. 168, Pg. 476); thence with Phelps North 01 degrees 18 minutes 19 seconds East, 502.65 feet to a 1/2 inch iron pin found, stamped P.L.S. 2557, said point being a corner to said McClintock; thence with McClintock, and an existing fence line, as follows: North 01 degrees 31 minutes 17 seconds East, 92.35 feet to a 1/2 inch iron pin found, stamped P.L.S. 2557; thence South 86 degrees 55 minutes 46 seconds East, 271.90 feet to the point of beginning, containing 5.792 acres, as per survey by Cody W. Henderson, P.L.S. No. 3771 of Henderson Land Surveying, L.L.C, on July 6, 2016. The property described herein above is subject to all legal easements and rights-of-way of record.

BEING A PORTION OF THE SAME PROPERTY conveyed from Oval Lindsey and Abaline Lindsey, husband and wife, to Windell C. Phelps and Betty Sue Phelps, husband and wife, by Deed dated January 9, 1971 and recorded in Deed Book 86, Page 290, records of the Butler County Court Clerk's Office.

Betty Phelps and Betty Sue Phelps is one and the same person.

Windell Phelps and Windell C. Phelps is one and the same person.



07° 29' 05" N  
 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 15, 2018

**GENERAL NOTES**

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.08', FOR A PRECISION OF 1:34,712 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21031C0235D, DATED JANUARY 8, 2014.

**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID22A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



Call today for info.  
 1-800-752-6007

KENTUCKY HIGHWAY 1328  
 LEONARD OAK ROAD  
 PUBLIC RIGHT OF WAY  
 UNKNOWN WIDTH

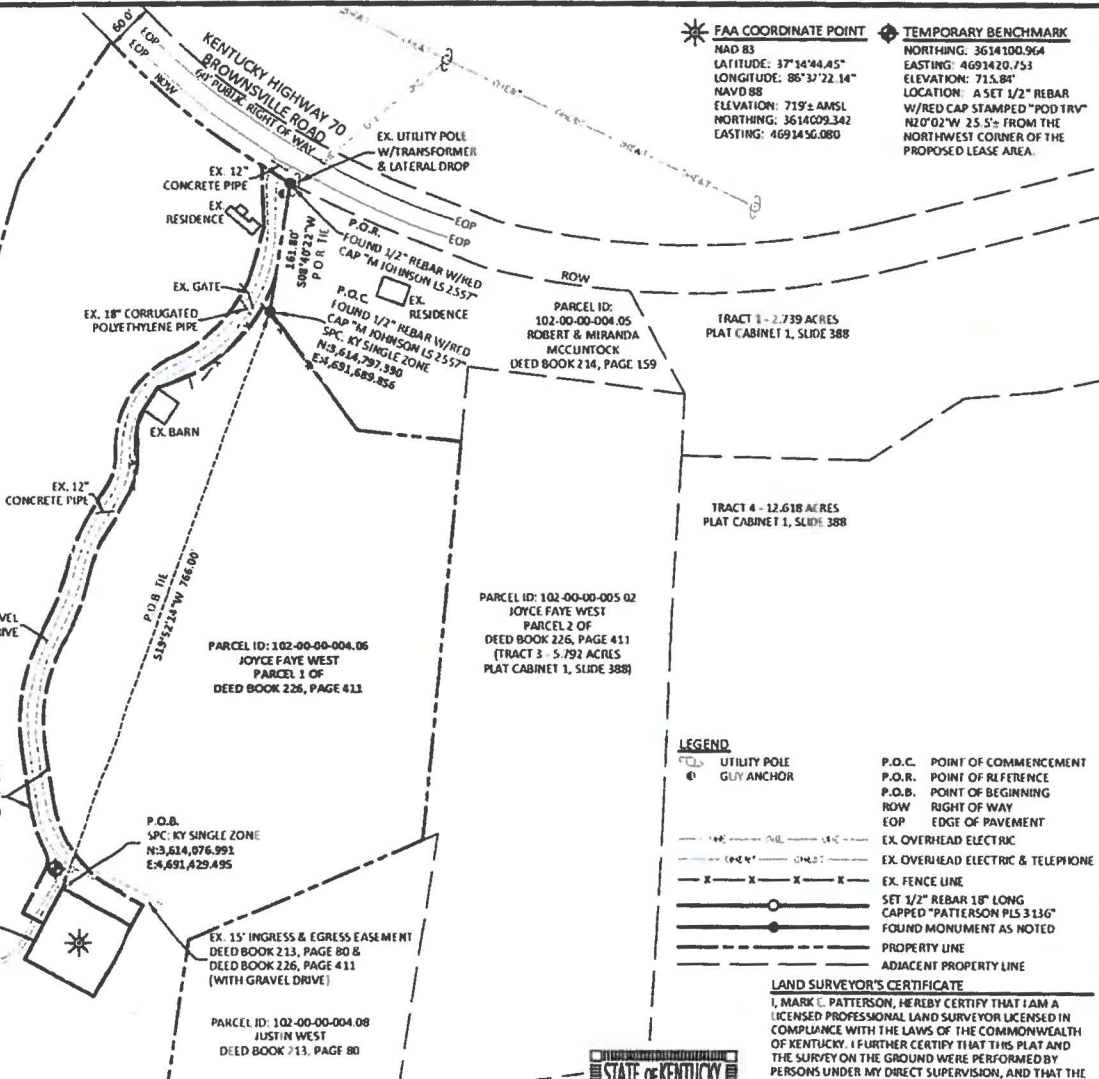


PARCEL ID: 102-00-00-004 07  
 SAMUEL A. & MELISSA D. PALMER  
 DEED BOOK 168, PAGE 356

PROPOSED 30' / VARIABLE  
 WIDTH ACCESS & UTILITY  
 EASEMENT  
 (33,860.412 S.F.)  
 DETAIL SHEET B-1.1 & B-1.2

PROPOSED LEASE AREA  
 (10,000.000 S.F.)  
 DETAIL SHEET B-1.1

PARCEL ID: 102-00-00-007 05  
 SAMUEL & MELISSA PALMER  
 DEED BOOK 169, PAGE 40



FAA COORDINATE POINT  
 NAD 83  
 LATITUDE: 37° 34' 44.45"  
 LONGITUDE: 86° 37' 22.14"  
 NAVD 88  
 ELEVATION: 719.2 AMSL  
 NORTHING: 3614009.342  
 EASTING: 4691456.080

TEMPORARY BENCHMARK  
 NORTHING: 3614100.964  
 EASTING: 4691420.753  
 ELEVATION: 715.84'  
 LOCATION: A SET 1/2" REBAR  
 W/ RED CAP STAMPED "POD TRV"  
 N2 0° 02' W 25.5'± FROM THE  
 NORTHWEST CORNER OF THE  
 PROPOSED LEASE AREA.

**LEGEND**

	UTILITY POLE	P.O.C.	POINT OF COMMENCEMENT
	GUY ANCHOR	P.O.R.	POINT OF REFERENCE
	ROW	P.O.B.	POINT OF BEGINNING
	EOP	ROW	RIGHT OF WAY
	EX. OVERHEAD ELECTRIC	EOP	EDGE OF PAVEMENT
	EX. OVERHEAD ELECTRIC & TELEPHONE	EX.	EX. FENCE LINE
	EX. FENCE LINE	SET 1/2" REBAR 18" LONG	CAPPED "PATTERSON PLS 3136"
	PROPERTY LINE	FOUND MONUMENT AS NOTED	FOUND MONUMENT AS NOTED
	ADJACENT PROPERTY LINE		

**LAND SURVEYOR'S CERTIFICATE**  
 I, MARK C. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18-150.



Mark C. Patterson  
 MARK PATTERSON, PLS #3136  
 12/3/2018  
 DATE

PREPARED BY:  
**POD**  
 POWER OF DESIGN  
 13400 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40229  
 502-447-9523

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.25.18	PRELIMINARY ISSUE
U	12.3.18	ISSUED AS FINAL

**SITE INFORMATION**  
**JETSON**  
 9542 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 102-00-00-004 06

**PROPERTY OWNER:**  
 JOYCE FAYE WEST  
 9710 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 226, PAGE 411

**SITE NUMBER:**  
 KYL03670

**POD NUMBER:** 18-24298

**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.15.18  
**PLAT DATE:** 10.25.18

**SHEET TITLE:**  
**SITE SURVEY**  
 IT IS DOES NOT REPRESENT A  
 BOUNDARY SURVEY OF THE  
 PARENT PARCEL

**SHEET NUMBER: (4 pages)**  
**B-1**

*Joyce Faye West*

**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*[INSERT AS APPLICABLE]*

**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
**[FOLLOWS ON NEXT PAGE]**

{This Letter Goes On Landlord's Letterhead}

---

Building Staff / Security Staff  
Joyce West  
9710 Brownsville Road  
Morgantown, KY 42261


Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

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

  
Landlord Signature

**EXHIBIT J  
NOTIFICATION LISTING**



**Jetson – Notice List**

WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261

PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261

BLVI LLC  
PO BOX 1078  
BRANDENBURG KY 40108

WHITTINGHILL DAVID & LINDA  
25 LOVE LEE RD  
MORGANTOWN KY 42261

MCCLINTOCK ROBERT & MIRANDA  
122 WILLIS FARM RD  
MORGANTOWN KY 42261

WEST JUSTIN  
9616 BROWNSVILLE RD  
MORGANTOWN KY 42261

MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219

RYND KAREN DENISE  
3303 HINES DR  
MORGANTOWN KY 42261

WALDRON JOHN  
20 FOYES LN  
KITTEERY POINT ME 03905

NITZ DIXIE A  
82 MILLSHED RD  
MORGANTOWN KY 42261

PHELPS TIMOTHY & PEPPER  
449 COMBS DR  
BOWLING GREEN KY 42101

SHEPHERD CAROLYN  
11569 LEONARD OAK RD  
MORGANTOWN KY 42261

TROBAUGH & TROBAUGH  
11282 LEONARD OAK RD  
MORGANTOWN KY 42261

TROBAUGH BETTY  
11282 LEONARD OAK RD  
MORGANTOWN KY 42261

TROBAUGH CURTIS  
11213 LEONARD OAK RD  
MORGANTOWN KY 42261

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



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

**Notice of Proposed Construction of  
Wireless Communications Facility  
Site Name: Jetson**

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 9542 Brownsville Road, Morgantown, Ky 42261 (37° 14' 44.45" North latitude, 86° 32' 22.14" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00357 in any correspondence sent in connection with this matter.

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

We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosure

### **Driving Directions to Proposed Tower Site**

1. Beginning at 110 North Main Street, Morgantown, KY 42261, head southwest on North Main Street toward West G L Smith Street and travel approximately 157 feet.
2. Turn right at the first cross street onto US-231 N/W G L Smith Street and travel approximately 2.4 miles.
3. Turn right onto KY-70 E/KY-79 N and travel approximately 0.9 miles.
4. Turn right onto KY-70 E and travel approximately 8.6 miles.
5. The site is on the right. The site coordinates are:
  - a. North 37 deg 14 min 44.45 sec
  - b. West 86 deg 32 min 22.14 sec

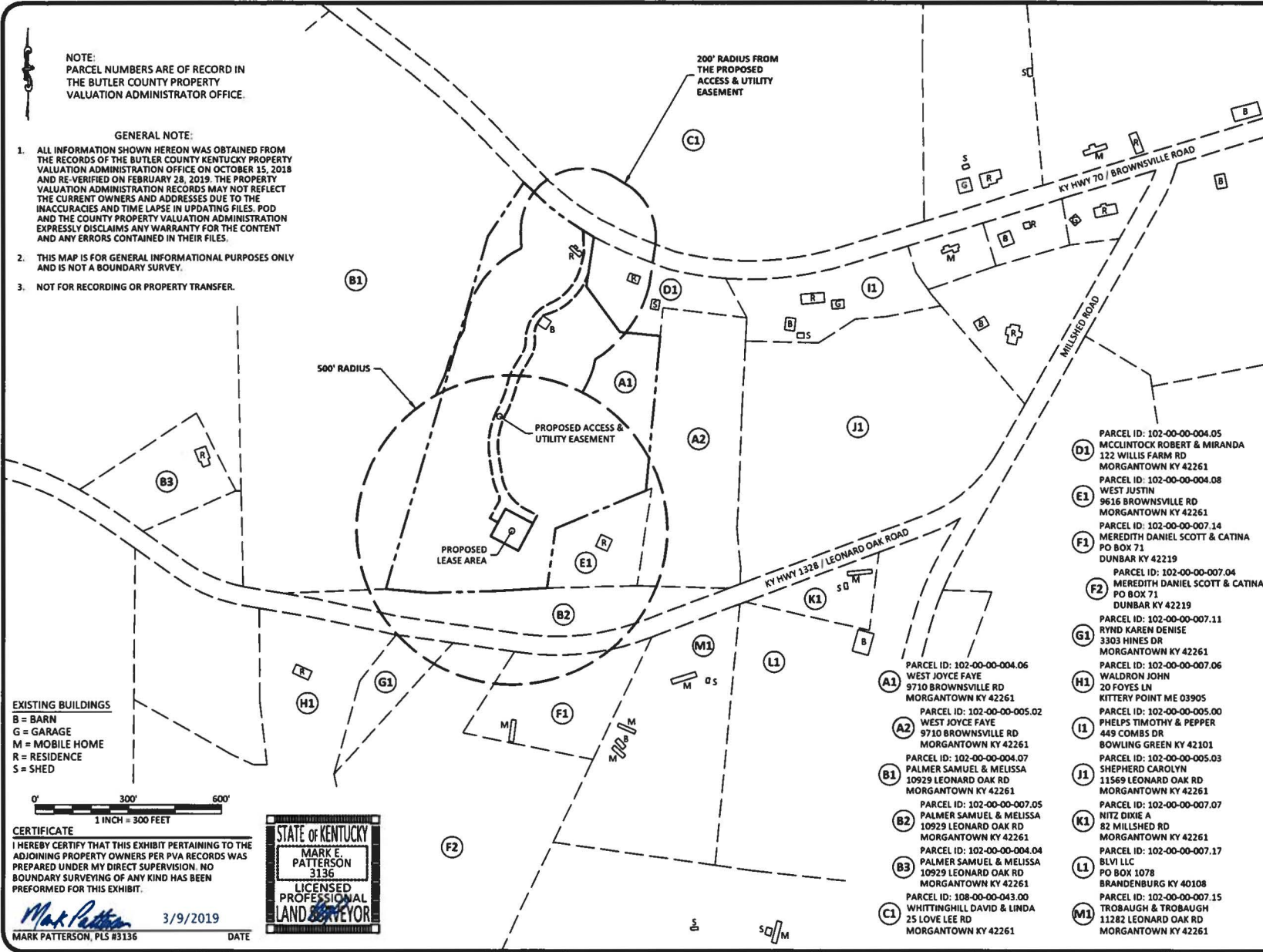


Prepared by:  
Chris Shouse  
Pike Legal Group PLLC  
1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-3069  
Telephone: 502-955-4400 or 800-516-4293

NOTE:  
PARCEL NUMBERS ARE OF RECORD IN  
THE BUTLER COUNTY PROPERTY  
VALUATION ADMINISTRATOR OFFICE.

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BUTLER COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON OCTOBER 15, 2018 AND RE-VERIFIED ON FEBRUARY 28, 2019. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



EXISTING BUILDINGS  
B = BARN  
G = GARAGE  
M = MOBILE HOME  
R = RESIDENCE  
S = SHED

0' 300' 600'  
1 INCH = 300 FEET

CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

*Mark Patterson*  
MARK PATTERSON, PLS #3136

3/9/2019

DATE



200' RADIUS FROM  
THE PROPOSED  
ACCESS & UTILITY  
EASEMENT

500' RADIUS

PROPOSED ACCESS &  
UTILITY EASEMENT

PROPOSED  
LEASE AREA

PARCEL ID: 102-00-00-004.05  
D1 MCCLINTOCK ROBERT & MIRANDA  
122 WILLIS FARM RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-004.08  
E1 WEST JUSTIN  
9616 BROWNSVILLE RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-007.14  
F1 MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219

PARCEL ID: 102-00-00-007.04  
F2 MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219

PARCEL ID: 102-00-00-007.11  
G1 RYND KAREN DENISE  
3303 HINES DR  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-007.06  
H1 WALDRON JOHN  
20 FOYES LN  
KITTY POINT ME 03905

PARCEL ID: 102-00-00-005.00  
I1 PHELPS TIMOTHY & PEPPER  
449 COMBS DR  
BOWLING GREEN KY 42101

PARCEL ID: 102-00-00-005.03  
J1 SHEPHERD CAROLYN  
11569 LEONARD OAK RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-007.07  
K1 NITZ DIXIE A  
82 MILLSHED RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-007.17  
L1 BLVI LLC  
PO BOX 1078  
BRANDENBURG KY 40108

PARCEL ID: 102-00-00-007.15  
M1 TROBAUGH & TROBAUGH  
11282 LEONARD OAK RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-004.06  
A1 WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-005.02  
A2 WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-004.07  
B1 PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-007.05  
B2 PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261

PARCEL ID: 102-00-00-004.04  
B3 PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261

PARCEL ID: 108-00-00-043.00  
C1 WHITTINGHILL DAVID & LINDA  
25 LOVE LEE RD  
MORGANTOWN KY 42261

PREPARED BY:  
**POD**  
POWER OF DESIGN  
13400 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502.417.5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

EXHIBIT

REV.	DATE	DESCRIPTION
A	02.28.19	ISSUED FOR REVIEW
O	03.08.19	FINAL ISSUE

SITE INFORMATION:  
**JETSON**  
9542 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY

TAX PARCEL NUMBER:  
102-00-00-004.06

PROPERTY OWNER:  
JOYCE FAYE WEST  
9710 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261

SOURCE OF TITLE:  
DEED BOOK 226, PAGE 411

SITE NUMBER:  
KYL03670

POD NUMBER: 18-28299  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 10.15.18  
EXHIBIT DATE: 02.28.19

SHEET TITLE:

**500' RADIUS AND  
ABUTTERS MAP**

SHEET NUMBER: (1 page)

**B-2**

**EXHIBIT L**  
**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**



VIA CERTIFIED MAIL

Tim Flener  
County Judge Executive  
P.O. Box 626  
Morgantown, KY 42261

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

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2019-00357  
Site Name: Jetson

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 9542 Brownsville Road, Morgantown, Ky 42261 (37° 14' 44.45" North latitude, 86° 32' 22.14" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrester and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00357 in any correspondence sent in connection with this matter.

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

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

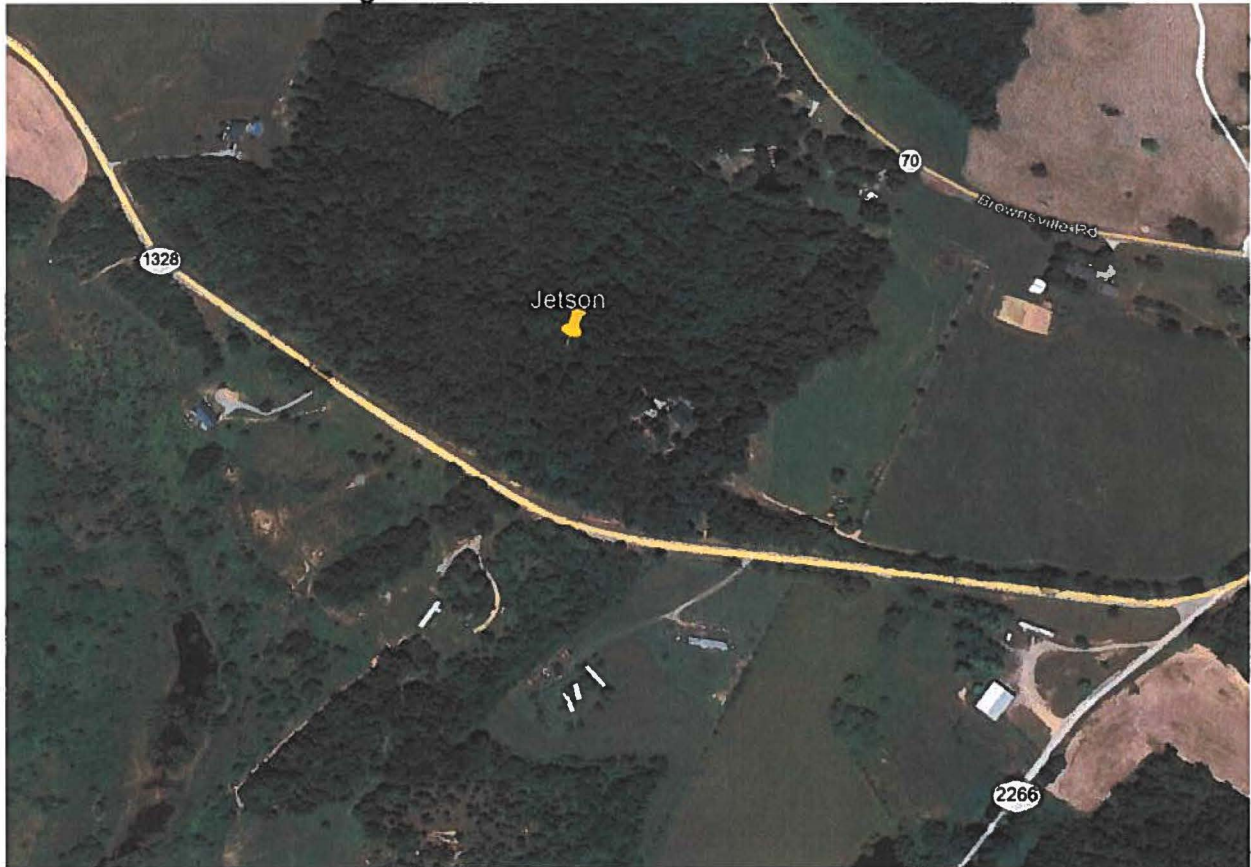
Sincerely,  
David A. Pike  
Attorney for Applicant

enclosures



### **Driving Directions to Proposed Tower Site**

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  - a. North 37 deg 14 min 44.45 sec
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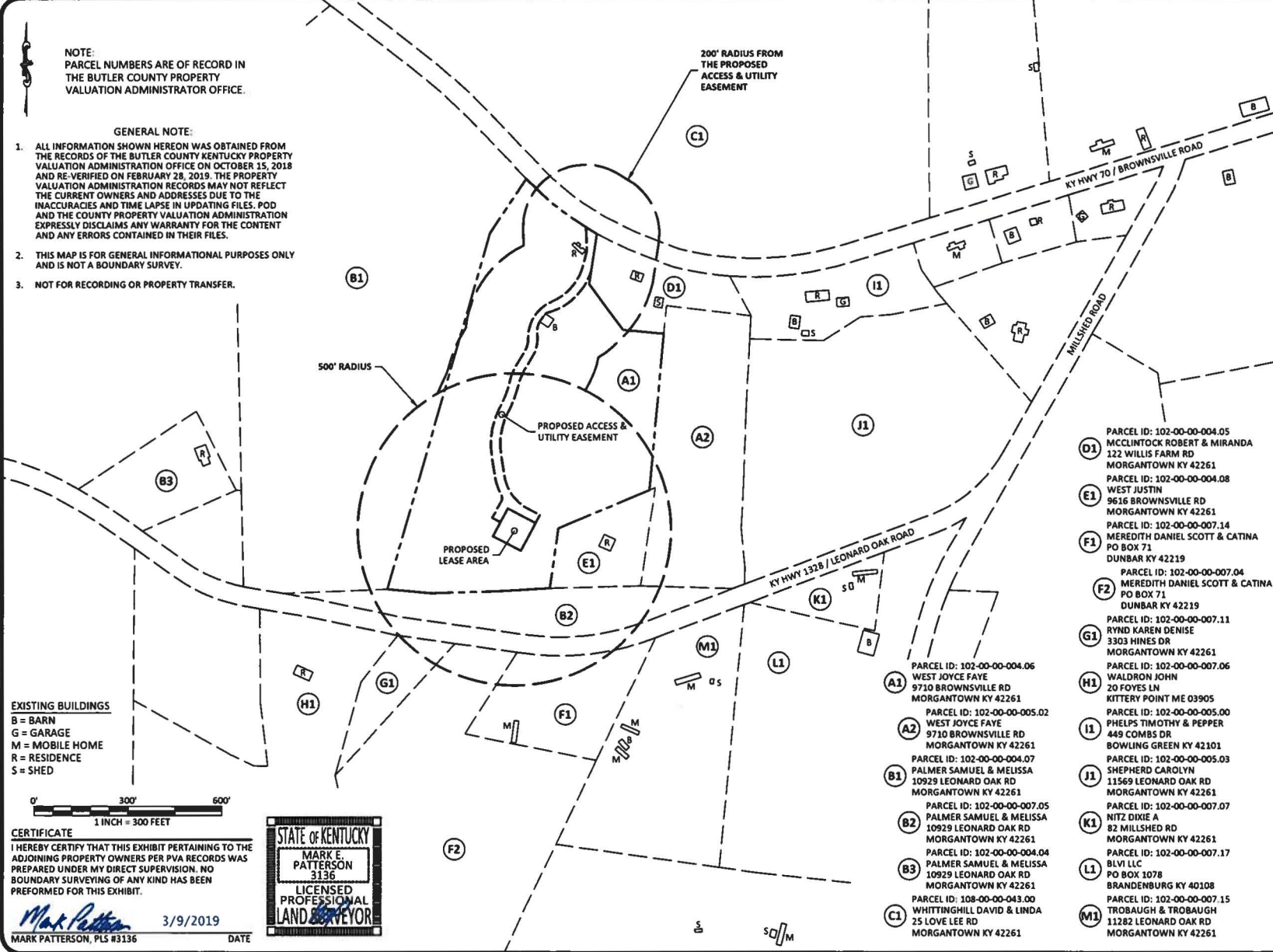


Prepared by:  
Chris Shouse  
Pike Legal Group PLLC  
1578 Highway 44 East, Suite 6  
P.O. Box 369  
Shepherdsville, KY 40165-3069  
Telephone: 502-955-4400 or 800-516-4293

NOTE:  
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THE BUTLER COUNTY PROPERTY  
VALUATION ADMINISTRATOR OFFICE.

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*Mark Patterson* 3/9/2019  
MARK PATTERSON, PLS #3136 DATE



- (D1) PARCEL ID: 102-00-00-004.05  
MCCLINTOCK ROBERT & MIRANDA  
122 WILLIS FARM RD  
MORGANTOWN KY 42261
- (E1) PARCEL ID: 102-00-00-004.08  
WEST JUSTIN  
9616 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (F1) PARCEL ID: 102-00-00-007.14  
MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219
- (F2) PARCEL ID: 102-00-00-007.04  
MEREDITH DANIEL SCOTT & CATINA  
PO BOX 71  
DUNBAR KY 42219
- (G1) PARCEL ID: 102-00-00-007.11  
RYND KAREN DENISE  
3303 HINES DR  
MORGANTOWN KY 42261
- (H1) PARCEL ID: 102-00-00-007.06  
WALDRON JOHN  
20 FOYES LN  
KITTEERY POINT ME 03905
- (I1) PARCEL ID: 102-00-00-005.00  
PHELPS TIMOTHY & PEPPER  
449 COMBS DR  
BOWLING GREEN KY 42301
- (J1) PARCEL ID: 102-00-00-005.03  
SHEPHERD CAROLYN  
11569 LEONARD OAK RD  
MORGANTOWN KY 42261
- (K1) PARCEL ID: 102-00-00-007.07  
NITZ DIXIE A  
82 MILLSHED RD  
MORGANTOWN KY 42261
- (L1) PARCEL ID: 102-00-00-007.17  
BLVI LLC  
PO BOX 1078  
BRANDENBURG KY 40108
- (M1) PARCEL ID: 102-00-00-007.15  
TROBAUGH & TROBAUGH  
11282 LEONARD OAK RD  
MORGANTOWN KY 42261
- (A1) PARCEL ID: 102-00-00-004.06  
WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (A2) PARCEL ID: 102-00-00-005.02  
WEST JOYCE FAYE  
9710 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (B1) PARCEL ID: 102-00-00-004.07  
PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261
- (B2) PARCEL ID: 102-00-00-007.05  
PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261
- (B3) PARCEL ID: 102-00-00-004.04  
PALMER SAMUEL & MELISSA  
10929 LEONARD OAK RD  
MORGANTOWN KY 42261
- (C1) PARCEL ID: 108-00-00-043.00  
WHITTINGHILL DAVID & LINDA  
25 LOVE LEE RD  
MORGANTOWN KY 42261

PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502.417.5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

EXHIBIT

REV.	DATE	DESCRIPTION
A	02.28.19	ISSUED FOR REVIEW
D	03.08.19	FINAL ISSUE

SITE INFORMATION:  
**JETSON**  
9542 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY  
  
TAX PARCEL NUMBER:  
102-00-00-004.06  
  
PROPERTY OWNER:  
JOYCE FAYE WEST  
9710 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
  
SOURCE OF TITLE:  
DEED BOOK 226, PAGE 411

SITE NUMBER:  
KYL03670  
  
POD NUMBER: 18-28299  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 10.15.18  
EXHIBIT DATE: 02.28.19

SHEET TITLE:  
**500' RADIUS AND  
ABUTTERS MAP**  
  
SHEET NUMBER: (1 page)  
**B-2**

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

**VIA TELEPHONE: 270-792-4384**

Butler County Banner  
Attn: Legal Notice Ad  
P.O. Box 219  
Morgantown, KY 42261

RE: Legal Notice Advertisement  
Site Name: Jetson

Dear Ad Department:

Please publish the following legal notice advertisement in the next edition of Butler County Banner:

**NOTICE**

**New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on 9542 Brownsville Road Morgantown, Ky 42261 (37° 14' 44.45" North latitude, 86° 32' 22.14" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00357 in any correspondence sent in connection with this matter.**

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

Sincerely,  
Chris Shouse  
Pike Legal Group, PLLC

**SITE NAME: JETSON**  
**NOTICE SIGNS**

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word “**tower**,” which is at least four (4) inches in height.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00357 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00357 in your correspondence.

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



**Lat: 37.246094**  
**Lon: -86.539234**  
**Radius: .35 miles**

**Jetson Search Area (Revised 10/24/17)**