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COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

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 CONVENIENCE AND NECESSITY TO CONSTRUCT A WIRELESS COMMUNICATIONS FACILITY IN THE COMMONWEALTH OF KENTUCKY IN THE COUNTY OF BUTLER

) CASE NO.: 2017-00370

)

SITE NAME: WOODBURY

* * * * * * *

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 601 West Chestnut Street, Louisville, Kentucky 40203.

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. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.

4. 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.

5. 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.

6. To address the above-described service needs, Applicant proposes to construct a WCF at 494 Barren River Road, Morgantown, Kentucky (37°10'39.22" North latitude, 86°38'08.63" 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 Timmy Colter and Tina Colter pursuant to a Deed recorded at Deed Book 158, Page 71 and Deed Book 182, Page 51 in the office of the Butler County Clerk. The proposed WCF will consist of a 305-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 320-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**.

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

8. 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.

9. 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**.

10. 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.

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

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

13. 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.

14. 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.

15. 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**.

16. 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.

17. 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**.

18. 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.

19. **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.

20. 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.

21. 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**.

22. 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**. Notice of the location of the proposed facility has also been published in a newspaper of general circulation in the county in which the WCF is proposed to be located.

23. The general area where the proposed facility is to be located is rural

residential with large parcels. No residential structures are located within a 500-foot radius of the proposed tower location.

24. 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**.

25. 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 support deployment of wireless local loop ("WLL") technology 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.

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

27. All responses and requests associated with this Application may be directed

to:

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

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 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
- N Copy of Radio Frequency Design Search Area

EXHIBIT A FCC LICENSE DOCUMENTATION

ULS License

Cellular License - KNKN748 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNKN748	Radio Service	CL - Cellular		
Status	Active	Auth Type	Regular		
Market					
Market	CMA445 - Kentucky 3 - Meade	Channel Block	А		
Submarket	0	Phase	2		
Dates					
Grant	08/30/2011	Expiration	10/01/2021		
Effective	06/13/2017	Cancellation			
Five Year Buildo	out Date				
01/06/1997					
Control Points					
1	1650 Lyndon Farms Court, LOUISVI P: (502)329-4700	LLE, KY			
Licensee					
FRN	0003291192	Туре	Limited Liability Company		
Licensee					
NEW CINGULAR V 208 S Akard St., I Dallas, TX 75202 ATTN Leslie Wilso	VIRELESS PCS, LLC RM 1016 n	P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com			
Contact					
AT&T MOBILITY L MICHAEL P GOGG 1120 20TH STREE WASHINGTON, DO ATTN MICHAEL P.	LC SIN ET, NW, SUITE 1000 C 20036 GOGGIN	P:(202)457-2055 F:(202)457-3073 E:MG7268@ATT.(COM		
Ownership and	Qualifications				
Radio Service Typ	e Mobile				
Regulatory Status	Common Carrier Interconne	ected Yes			
Alien Ownership The Applicant answered "No" to each of the Alien Ownership questions.					
Basic Qualifications The Applicant answered "No" to each of the Basic Qualification questions.					
Demographics					
Race					

Ethnicity

Gender

ULS License

PCS Broadband License - KNLG909 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign	KNLG909		Radio Service	CW - PCS Broadband
Status	Active		Auth Type	Regular
Rural Service Pr	ovider Bidding Credit			
Is the Applicant see bidding credit?	king a Rural Service Provider	r (RSP)		
Reserved Spectr	um			
Reserved Spectrum				
Market				
Market	BTA052 - Bowling Green- KY	-Glasgow,	Channel Block	F
Submarket	0		Associated Frequencies (MHz)	001890.00000000- 001895.00000000 001970.00000000- 001975.00000000
Dates				
Grant	07/25/2017		Expiration	08/21/2027
Effective	07/25/2017		Cancellation	
Buildout Deadlin	ies			
1st	08/21/2002		2nd	
Notification Date	es			
1st	10/05/2001		2nd	
Licensee				
FRN	0003291192		Туре	Limited Liability Company
Licensee				
NEW CINGULAR W 208 S Akard St., F Dallas, TX 75202 ATTN Leslie Wilson	/IRELESS PCS, LLC RM 1016 n		P:(855)699-707 F:(214)746-641 E:FCCMW@att.c	3 0 om
Contact				
AT&T MOBILITY LI	_C		P:(202)457-205	5
Michael P Goggin 1120 20th Street, Washington, DC 2 ATTN FCC Group	NW - Suite 1000 0036		F:(202)457-307 E:michael.p.gog	3 gin@att.com
Ownership and (Qualifications			
Radio Service Typ	e Mobile			
Regulatory Status	Common Carrier	Interconne	cted Yes	
2001 (22)				

http://wireless2.fcc.gov/UIsApp/UIsSearch/license.jsp?licKey=10278&printable

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

PCS Broadband License - WPOI255 - NEW CINGULAR WIRELESS PCS, LLC

Call Sign W	VPOI255	Radio	o Service	CW - PCS Broadband
Status A	Active	Auth	Туре	Regular
Rural Service Prov	vider Bidding Credit			
Is the Applicant seeki bidding credit?	ing a Rural Service Provide	r (RSP)		
Reserved Spectru	ım			
Reserved Spectrum				
Market				
Market M E	1TA026 - Louisville-Lexi Evansvill	ngton- Char	nnel Block	А
Submarket 1	19	Asso Freq (MHz	ciated uencies z)	001850.0000000- 001865.00000000 001930.00000000- 001945.00000000
Dates				
Grant 0)5/27/2015	Expir	ration	06/23/2025
Effective 0	06/14/2017	Cano	cellation	
Buildout Deadline	es			
1st 0	06/23/2000	2nd		06/23/2005
Notification Dates	5			
1st 0	07/07/2000	2nd		02/17/2005
Licensee				
FRN 0	0003291192	Туре	2	Limited Liability Company
Licensee				
NEW CINGULAR WI 208 S Akard St., RM Dallas, TX 75202 ATTN Leslie Wilson	RELESS PCS, LLC M 1016	P:(8 F:(2 E:FC	55)699-7073 14)746-6410 CMW@att.cor	n
Contact				
AT&T MOBILITY LLC Michael P Goggin 1120 20th Street, N Washington, DC 200 ATTN FCC Group	C NW - Suite 1000 036	P:(20 F:(20 E:mi	02)457-2055 02)457-3073 chael.p.goggi	n@att.com
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Padio Sonvico Turco	Mahila			
Regulatory Status	Common Carrier	Interconnected	Vec	
guideor j ocucuo	Sommer Gurrier	and a connected		

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Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race Ethnicity

Gender

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGD546 - New Cingular Wireless PCS, LLC

	Call Sign	WQGD546	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
	Status	Active	Auth Type	Regular
	Rural Service Pr	ovider Bidding Credit		
	Is the Applicant see bidding credit?	eking a Rural Service Provider (RSP)		
	Reserved Spect	rum		
	Reserved Spectrum	l.		
	Market			
	Market	CMA445 - Kentucky 3 - Meade	Channel Block	A
	Submarket	0	Associated Frequencies (MHz)	001710.0000000- 001720.00000000 002110.00000000- 002120.00000000
	Dates			
	Grant	12/18/2006	Expiration	12/18/2021
	Effective	06/14/2017	Cancellation	
	Buildout Deadlin	ies		
	1st		2nd	
	Notification Date	es		
	1st		2nd	
	Licensee			
	FRN	0003291192	Type	Limited Liability Company
	Licensee		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ennied Elability company
	New Cingular Wire 208 S Akard St., F Dallas, TX 75202 ATTN Leslie Wilsor	eless PCS, LLC RM 1016 n	P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.cor	n
	Contact			
	AT&T Mobility LLC		P·(202)457-2055	
1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin			F:(202)457-3073 E:michael.p.goggi	n@att.com
	Ownership and (Qualifications		
	Radio Service Type	e Fixed, Mobile		
	Regulatory Status	Non-Common Interconne	cted No	
-	alass2 fcc gov/l llsApp/l l			

http://wireless2.fcc.gov/UIsApp/UIsSearch/license.jsp?licKey=2867691&printable

8/18/2017

Carrier

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race Ethnicity

Gender

8/18/2017

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGD758 - New Cingular Wireless PCS, LLC

Call Sign	WQGD758		Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)		
Status	Active		Auth Type	Regular		
Rural Service Pr	ovider Bidding Credit					
Is the Applicant see bidding credit?	eking a Rural Service Provid	er (RSP)				
Reserved Spect	rum					
Reserved Spectrum	1					
Market						
Market	BEA071 - Nashville, TN-	·КҮ	Channel Block	С		
Submarket	0		Associated Frequencies (MHz)	001730.0000000- 001735.00000000 002130.0000000- 002135.00000000		
Dates						
Grant	12/18/2006		Expiration	12/18/2021		
Effective	06/14/2017		Cancellation			
Buildout Deadlin	nes					
1st			2nd			
Notification Dat	es					
1st			2nd			
Licensee						
FRN	0003291192		Туре	Limited Liability Company		
Licensee	0003231132		туре	Linned Elability Company		
New Cingular Wird 208 S Akard St., I Dallas, TX 75202 ATTN Leslie Wilso	eless PCS, LLC RM 1016 n		P:(855)699-70 F:(214)746-64 E:FCCMW@att	073 110 .com		
Contact						
			P·(202)457-20	155		
1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin			F:(202)457-20 F:(202)457-30 E:michael.p.gc	oggin@att.com		
Ownership and	Oualifications					
Radio Service Typ	e Mobile					
Regulatory Status	Common Carrier	Interconne	ected Vec			
Regulatory Status	common carrier	Interconne	ies ies			

http://wireless2.fcc.gov/UIsApp/UIsSearch/license.jsp?licKey=2867903&printable

Alien Ownership

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

Basic Qualifications

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

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

EXHIBIT B

SITE DEVELOPMENT PLAN:

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

		378	.		DRAWING INDE T-1 TITLE SHEET & PRO B-1 SITE SURVEY B-2 500' RADIUS & ABU C-1 ENLARGED COMPOUN C-2 TOWER ELEVATION
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VICINITY MAP Beaver Dam Streasbury Prent st Flort Streas Vicins Creek Streasbury Prent st Flort Streas Streasbury Norgantown, KY 42261 Streasbury Streasbury Streasbury Streasbury	DIRECTIONS FROM 110 N MAIN ST, MORGANTOWN, H 1. DEPART KY-2161 / N MAIN ST TOW 2. KEEP STRAIGHT ONTO US-231 / K' 390 FT 3. TURN LEFT ONTO E PORTER ST 0.2 4. ROAD NAME CHANGES TO WOODBUR 5. ROAD NAME CHANGES TO KY-403 6. KEEP RIGHT TO STAY ON KY-403 7. TURN RIGHT TO STAY ON KY-403 8. BEAR LEFT ONTO BARREN RIVER RD 9. ARRIVE AT 494 BARREN RIVER RD 9. ARRIVE AT 494 BARREN RIVER RD 20NING DRAWINGS FOR: CONSTRUCTION OF A PROPOSED UNMAI FACILITY. SITE WORK: PROPOSED TOWER, UNMAN GENERATOR ON A CONCRETE FOUNDAT INSTALLATIONS.	KY 42261 WARD E G L SMITH ST 161 FT Y-403 / KY-79 / S MAIN ST MI Y LOOP 433 FT / WOODBURY LOOP 3.6 MI / WOODBURY LOOP 0.6 MI / WOODBURY LOOP 0.1 MI 0.4 MI ON THE RIGHT WED TELECOMMUNICATIONS INED TELECOMMUNICATIONS INED EQUIPMENT SHELTER AND TONS, AND UTILITY	PROJECT 1 COUNTY: SITE ADDRESS: APPLICANT: LATITUDE: LONGITUDE:	ENFORMATION BUTLER 494 BARREN RIVER ROAD MORGANTOWN, KY 42261 NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY 601 WEST CHESTNUT ST. LOUISVILLE, KY 40203 37' 10' 39.22" -86' 38' 08.63"	STANDARDS, THE MOST RESTRIC * * * CAUTI THE UTURES SHOWN HEREIN ARE FOR THE CONT THE UTURES BESTON BUILTY FOR THE LOCATIONS CONTRACTS RESPONSIBILITY FOR THE LOCATIONS CONTRACTS RESPONSIBILITY TO THE LOCATIONS SHALL BE THE SOLE RESPONSIBILITY OF THE CON FOR EMERGENCIES











20' 10' 0'



EXHIBIT C TOWER AND FOUNDATION DESIGN



Structural Design Report 305' S3TL Series HD1 Self-Supporting Tower Site: Woodbury, KY Site Number: KYL03688

> Prepared for: AT&T by: Sabre Towers & Poles [™]

> > Job Number: 169680

September 1, 2017

Tower Profile	1- <mark>2</mark>
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	<mark>8-24</mark>



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egs	Diag	Horiz	nten	Sub-	Sub-	Brac	Top	Pane	Sect	



Designed Appurtenance Loading

Elev	Description	Tx-Line
310	(1) Extendible Lightning Rod	
300	(1) 278 Sq. FT. EPA /6000# (No Ice)	(18) 1 5/8"
288	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
276	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
264	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Base Reactions

Total Fou	Indation	Individual F	ooting
Shear (kips)	167.6	Shear (kips)	99.31
Axial (kips)	363.9	Compression (kips)	953
Moment (ft-kips)	27399	Uplift (kips)	827
Torsion (ft-kips)	-94.83		

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.
- 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.
- (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 2, with a Crest Height of 200'.
- 12) The foundation loads shown are factored loads.
- 13) The tower design meets the requirements for an Ultimate Wind Speed of 115 mph (Risk Category II), in accordance with the 2012 International Building Code.
- 14) Tower Rating: 98.7%

	Sabre Communications Corporation	Job:	169680		
Sabre Industries	P.O. Box 658	Customer:	AT&T		
Towers and Poles	Sioux City, IA 51102-0658 Phone (712) 258-6690	Site Name	Woodbury, KY KYL03688		
Information contained herein is the sole pro	Fax (712) 279-0814 perty of Sabre Communications Corporation, constitutes a	Description:	305' S3TL		
trade secret as defined by lows Code Ch. 5 or part for any purpose whatsoever without	50 and shall not be reproduced, copied or used in whole the prior written consent of Sabre Communications	Date:	9/1/2017	By REB	

Material List

Value	Display	Value
5.563 OD X .500	M	L 2 1/2 X 2 1/2 X 5/16
5.563 OD X .375	N	L 2 1/2 X 2 1/2 X 1/4
4.000 OD X .318	0	L 2 X 2 X 3/16
3.500 OD X .216	P	L 2 X 2 X 1/8
2.375 OD X .154	Q	L 4 X 4 X 3/8
L 6 X 4 X 3/8	R	NONE
L 5 X 5 X 3/8	S	L 4 X 4 X 1/4
L 5 X 5 X 5/16	Т	L 3 X 3 X 1/4
L 4 X 4 X 5/16	U	L 3 X 3 X 5/16
L 4 X 3 1/2 X 5/16 (SLV)	V	1 @ 13.333'
L 3 1/2 X 3 1/2 X 1/4	W	1 @ 6.667'
L 3 X 3 X 3/16	×	249
	Value 5.563 OD X. 500 5.563 OD X. 375 4.000 OD X. 318 3.500 OD X. 216 2.375 OD X. 154 L 6 X 4 X 3/8 L 5 X 5 X 3/8 L 5 X 5 X 5/16 L 4 X 4 X 5/16 L 4 X 3 1/2 X 5/16 (SLV) L 3 1/2 X 3 1/2 X 1/4 L 3 X 3 X 3/16	Value Display 5.563 OD X.500 M 5.563 OD X.375 N 4.000 OD X.318 O 3.500 OD X.216 P 2.375 OD X.154 Q L 6 X 4 X 3/8 R L 5 X 5 X 3/8 S L 5 X 5 X 5/16 U L 4 X 4 X 5/16 U L 4 X 3 1/2 X 5/16 (SLV) V L 3 X 3 X 3/16 X

Sabre Industries	Sabre Communications Corporation	Job:	169680		
	P.O. Box 658	Customer:	AT&T		
	Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814	Site Name:	Woodbury, KY I	KYL03688	
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 Comparison		Description:	305' S3TL		
		Date:	9/1/2017	By: REB	

No.: 169680



Date: 9/1/17 By: REB

Customer: AT&T Site: Woodbury, KY KYL03688

305 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G. Antenna Loading per Page 1



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No.: 169680



Date: 9/1/17 By: REB

Customer: AT&T Site: Woodbury, KY KYL03688

305 ft. Model S3TL Series HD1 Self Supporting Tower At 89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G. Antenna Loading per Page 1



ELEVATION VIEW

(11.05 Cu. Yds. each) (3 REQUIRED; NOT TO SCALE)

Notes:

1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.

2). Rebars 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 ECS project no. 26:3125-E1, dated: 6/27/17

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) = 827 Factored download (kips) = 953 Factored shear (kips) = 99

_	Rebar Schedule per Pier
Pier	(20) #11 vertical rebar w/#4 ties, two (2) within top 5" of pier then 6" C/C

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Maximum





Maximum



DRAWFORCE Ver 2.2	(c)	Guymast	Inc.	2006-2009	Phone: (416)	736-7453	
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25 aug 2017 15:51:43

Licensed to: Sabre Towers and Poles

Maximum





				1696	580		
Latticed Tower Analysis (Unguyed) Processed under license at:				(c)2013	Guymast	Inc. 416-7	36-7453
Sabre Towers and Poles				on	: 25 aug	2017 at:	15:51:43
MAST GEOMETRY	(f+)						
PANEL NO.OF TYPE LEGS	ELEV BOT	.AT I TOM	ELEV.AT TOP	F.WAT BOTTOM	F.WAT TOF	TYPICAL PANEL HEIGHT	
X X X X X X X X X X X X X X X X X X X	300 295 280 260 220 200 180 160 140 120 100 80 73 60 53 40 33 20 13 0	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	$\begin{array}{c} 305.00\\ 300.00\\ 295.00\\ 280.00\\ 260.00\\ 240.00\\ 220.00\\ 220.00\\ 180.00\\ 160.00\\ 140.00\\ 120.00\\ 140.00\\ 120.00\\ 100.00\\ 80.00\\ 73.33\\ 60.00\\ 53.33\\ 40.00\\ 53.33\\ 20.00\\ 13.33\end{array}$	5.00 5.50 7.00 9.00 11.00 13.00 15.00 17.00 23.00 23.00 25.00 27.00 27.67 29.00 29.67 31.00 31.67 33.00 33.67 35.00	5.00 5.00 7.00 9.00 11.00 13.00 15.00 17.00 21.00 27.00 27.07 29.00 29.67 31.00 31.67 33.07 33.67	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	
MEMBER PROPER	TIES						
MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg	
LE LE LE LE LE LE LE DI DI DI DI DI DI DI DI DI DI DI DI DI	$\begin{array}{c} 300.00\\ 280.00\\ 260.00\\ 240.00\\ 220.00\\ 160.00\\ 100.00\\ 40.00\\ 280.00\\ 280.00\\ 280.00\\ 280.00\\ 240.00\\ 240.00\\ 220.00\\ 200.00\\ 180.00\\ 160.00\\ 140.00\\ 160.00\\ 140.00\\ 160.00\\ 140.00\\ 160.00\\ 13.33\\ 20.00\\ 33.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 13.33\\ 20.00\\ 10.00\\ 295.00\\ 60.00\\ 295.00\\ 60.00\\ 20.00\\ 00\\ 20.00\\ 00\\ 20.00\\ 00\\ 00\\ 20.00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00$	$\begin{array}{c} 305.00\\ 300.00\\ 280.00\\ 240.00\\ 240.00\\ 220.00\\ 160.00\\ 305.00\\ 305.00\\ 300.00\\ 280.00\\ 240.00\\ 240.00\\ 240.00\\ 240.00\\ 240.00\\ 160.00\\ 140.00\\ 160.00\\ 160.00\\ 140.00\\ 160.00\\ 13.33\\ 60.00\\ 33.33\\ 20.00\\ 33.33\\ 305.00\\ 300.00\\ 73.33\\ 33.33\\ 33.33\\ 33.33\\ \end{array}$	$\begin{array}{c} 1.075\\ 2.228\\ 3.678\\ 6.111\\ 7.952\\ 12.763\\ 16.101\\ 19.242\\ 21.206\\ 0.484\\ 0.715\\ 1.188\\ 1.465\\ 1.090\\ 1.438\\ 1.688\\ 2.246\\ 2.402\\ 2.859\\ 3.609$	0.787 0.787 0.787 0.787 0.787 0.787 0.787 0.787 0.626	29000. 29	0.0000117 0.0000117	

Page 1
				1696	580	
HO	0.00	13.33	2.859	0.626	29000.	0.0000117
BR	60.00	73.33	1.438	0.000	29000.	0.0000117
BR	40.00	53.33	1.438	0.000	29000.	0.0000117
BR	20.00	33.33	1.688	0.000	29000.	0.0000117
BR	0.00	13.33	1.688	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV	TOP ELEV	L COMP	EGS TENS	DIAG COMP	ONALS TENS	HORIZ COMP	ONTALS TENS	INT COMP	BRACING TENS
ft	ft	kip	kip	kip	kip	kip	kip	kip	kip
300.0 295.0 280.0 240.0 220.0 180.0 160.0 140.0 120.0 100.0 80.0 73.3 60.0 53.3 40.0 33.3	$\begin{array}{c} 305.0\\ 300.0\\ 295.0\\ 280.0\\ 260.0\\ 240.0\\ 220.0\\ 200.0\\ 180.0\\ 160.0\\ 140.0\\ 120.0\\ 100.0\\ 80.0\\ 73.3\\ 60.0\\ 53.3\\ 40.0\\ \end{array}$	31.48 82.52 82.52 142.05 239.46 309.64 544.40 507.33 507.33 668.86 668.86 668.86 668.86 818.52 844.46 844.46 844.46 844.46 844.46	48.15 100.35 165.60 274.95 357.75 457.90 457.90 576.00 724.50 724.50 724.50 865.80 865.80 865.80 865.80 865.80 954.45	$\begin{array}{c} 7.16\\ 10.74\\ 10.74\\ 15.19\\ 15.19\\ 13.34\\ 13.61\\ 14.92\\ 18.22\\ 19.51\\ 19.70\\ 21.03\\ 29.57\\ 35.33\\ 43.74\\ 32.40\\ 43.74\\ 35.70\end{array}$	$\begin{array}{c} 7.16\\ 10.74\\ 10.74\\ 15.19\\ 15.19\\ 13.34\\ 13.61\\ 14.92\\ 18.22\\ 19.51\\ 19.70\\ 21.03\\ 29.57\\ 35.33\\ 43.74\\ 32.40\\ 43.74\\ 35.70\end{array}$	5.73 8.38 0.00	5.73 8.38 0.00	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 0.00\\$
13.3 0.0	20.0 13.3	935.10 935.10 935.10	954.45 954.45 954.45	43.74 32.90 43.74	43.74 32.90 43.74	0.00	0.00	0.00 8.09	0.00 8.09

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

89 mph wind with no ice. Wind Azimuth: 0*

MAST	LOADING
	=======

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	HORIZ HORIZ	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
	310.0 300.0 288.0 276.0 264.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 $	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 $	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	0.33 11.81 8.85 8.86 8.87	0.15 7.20 4.80 4.80 4.80	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$
	305.0 300.0 290.0 285.0 285.0 285.0 280.0 275.0 275.0 265.0 265.0 260.0 260.0 260.0 240.0 240.0	$\begin{array}{c} 0.00\\$	$180.0 \\ 180.0 \\ 43.2 \\ 45.6 \\ 67.9 \\ 81.0 \\ 78.2 \\ 78.2 \\ 101.7 \\ 104.6 \\ 304.3 \\ 300.0 \\ 299.8 \\ 300.0 \\ 299.7 \\ \end{cases}$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.08\\ 0.08\\ 0.17\\ 0.17\\ 0.19\\ 0.21\\ 0.21\\ 0.23\\ 0.23\\ 0.27\\ 0.27\\ 0.28\\ 0.28\\ 0.28\\ 0.28\\ 0.29\\ 0.31\\ 0.32\\ \end{array}$	$\begin{array}{c} 0.04\\ 0.09\\ 0.08\\ 0.10\\ 0.10\\ 0.11\\ 0.11\\ 0.16\\ 0.16\\ 0.16\\ 0.18\\ 0.21\\ 0.21\\ 0.21\\ 0.24\\ 0.25\\ 0.26\\ 0.26\end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.05\\ 0.05\\ 0.05\\ 0.06\\ 0.06\\ 0.06\\ 0.06\\ 0.04\\ 0.04\\ 0.02\\ 0.02\\ 0.02\\ 0.04\\$	$\begin{array}{c} 0.00\\ 0.00\\ 0.12\\ 0.11\\ 0.13\\ 0.13\\ 0.14\\ 0.13\\ 0.13\\ 0.13\\ 0.06\\ 0.03\\$

D	220.0	0.00	300.0 299.7	0.0	0.34	169680 0.34 0.35	0.04	0.0
D	180.0	0.00	299.8	0.0	0.34	0.34	0.04	0.03
D	180.0	0.00	300.0	0.0	0.35	0.37	0.04	0.03
D	160.0	0.00	299.8	0.0	0.36	0.38	0.04	0.03
D	140.0	0.00	299.9	0.0	0.40	0.44	0.04	0.03
D	140.0	0.00	300.0	0.0	0.41	0.47	0.04	0.03
D	100.0	0.00	299.9	0.0	0.44	0.49	0.04	0.03
D	80.0	0.00	299.9	0.0	0.51	0.55	0.04	0.03
D	80.0	0.00	300.0	0.0	0.47	0.51	0.04	0.03
D	73.3	0.00	300.0	0.0	0.47	0.51	0.04	0.03
D	60.0	0.00	299.9	0.0	0.53	0.60	0.04	0.03
D	60.0	0.00	300.0	0.0	0.48	0.52	0.04	0.03
D	53.3	0.00	300.0	0.0	0.48	0.52	0.04	0.03
D	40.0	0.00	300.0	0.0	0.54	0.63	0.04	0.03
D	40.0	0.00	300.0	0.0	0.49	0.59	0.04	0.03
D	33.3	0.00	300.0	0.0	0.49	0.59	0.04	0.03
D	20.0	0.00	300.0	0.0	0.55	0.70	0.04	0.03
D	20.0	0.00	300.0	0.0	0.46	0.60	0.04	0.03
D	13.3	0.00	300.0	0.0	0.46	0.60	0.04	0.03
D	0.0	0.00	300.0	0.0	0.52	0.71	0.04	0.03

SUPPRESS PRINTING

LOADS INPUT	FOR DISPL	THIS LO MEMBER FORCES	ADING FOUNDN LOADS	ALL	DISPL	IMUMS MEMBER FORCES	FOUNDN LOADS	
no	yes	yes	yes	no	no	no	no	

89 mph wind with no ice. Wind Azimuth: 0*

MAST LOADING

LOAD	ELEV	APPLYLO	ADAT	LOAD	FORCI	ES	MOME	ENTS
TYPE		RADIUS	AZI	AZI	HORIZ	DOWN	VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
	310.0 300.0 288.0 276.0 264.0	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	0.33 11.81 8.85 8.86 8.87	0.12 5.40 3.60 3.60 3.60	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$
	305.0 300.0 290.0 290.0 285.0 285.0 285.0 280.0 280.0 280.0 275.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	180.0 180.0 43.2 45.6 67.9 67.9 81.0 78.2 78.2 101.7	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.08 \\ 0.08 \\ 0.17 \\ 0.17 \\ 0.19 \\ 0.21 \\ 0.21 \\ 0.23 \\ 0.23 \\ 0.27 \end{array}$	$\begin{array}{c} 0.03\\ 0.03\\ 0.07\\ 0.06\\ 0.08\\ 0.08\\ 0.09\\ 0.09\\ 0.12\\ 0.12\\ 0.14 \end{array}$	$\begin{array}{c} 0.00\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.03\\ \end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.12\\ 0.11\\ 0.13\\ 0.13\\ 0.14\\ 0.14\\ 0.13\\ 0.13\\ 0.13\\ 0.06 \end{array}$
D D D D D	265.0 265.0 260.0 260.0 240.0 240.0	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	104.6 304.3 304.3 300.0 299.8 300.0	$0.0 \\ 0.0 $	0.27 0.28 0.28 0.28 0.29 0.31	0.14 0.15 0.15 0.18 0.19 0.19	0.03 0.02 0.02 0.03 0.03 0.03	0.06 0.03 0.03 0.03 0.03 0.03
D	220.0	0.00	299.7	0.0	0.32	0.20	0.03	0.03

	$\begin{array}{c} 220.0\\ 200.0\\ 200.0\\ 180.0\\ 180.0\\ 160.0\\ 160.0\\ 140.0\\ 140.0\\ 100.0\\ 100.0 \end{array}$	$\begin{array}{c} 0.00\\$	300.0 299.7 300.0 299.8 300.0 299.8 300.0 299.9 300.0 299.9 300.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.34 0.35 0.34 0.35 0.36 0.40 0.40 0.41 0.41 0.50	$169680 \\ 0.26 \\ 0.25 \\ 0.26 \\ 0.28 \\ 0.28 \\ 0.32 \\ 0.33 \\ 0.35 \\ 0.37 \\ 0.41 \\ 0.41 \\ 0.26 \\ 0.28 $	$\begin{array}{c} 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \\ 0.03 \end{array}$	0.03 0.03 0.03 0.03 0.03 0.03 0.03 0.03
D	80.0	0.00	299.9	0.0	0.51	0.41	0.03	0.03
D	80.0	0.00	300.0	0.0	0.47	0.38	0.03	0.03
D	73.3	0.00	300.0	0.0	0.47	0.38	0.03	0.03
D	/3.3	0.00	299.9	0.0	0.53	0.45	0.03	0.03
D	60.0	0.00	299.9	0.0	0.35	0.45	0.03	0.03
D	53 3	0.00		0.0	0.48	0.39	0.03	0.03
D	53.3	0.00	300.0	0.0	0.54	0.47	0.03	0.03
D	40.0	0.00	300.0	0.0	0.54	0.47	0.03	0.03
D	40.0	0.00	300.0	0.0	0.49	0.44	0.03	0.03
D	33.3	0.00	300.0	0.0	0.49	0.44	0.03	0.03
D	33.3	0.00	300.0	0.0	0.55	0.52	0.03	0.03
D	20.0	0.00	300.0	0.0	0.55	0.52	0.03	0.03
D	20.0	0.00	300.0	0.0	0.46	0.45	0.03	0.03
D	12.3	0.00		0.0	0.46	0.45	0.03	0.03
D	0.0	0.00	300.0	0.0	0.52	0.53	0.03	0.03
-	5.0							5.05

SUPPRESS PRINTING

LOADS INPUT	FOR DISPL	THIS LO MEMBER FORCES	ADING FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS	
no	yes	yes	yes	no	no	no	no	

30 mph wind with 0.75 ice. Wind Azimuth: 0*

MAST LOADING

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	FORCE HORIZ kip	S DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
C C C C C C C C C	310.0 300.0 288.0 276.0 264.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\end{array}$	0.06 1.50 1.86 1.86 1.86	0.31 18.94 12.62 12.61 12.61	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 $
	305.0 300.0 295.0 295.0 290.0 285.0 285.0 280.0 285.0 280.0 275.0 265.0 265.0 265.0 260.0 260.0 240.0	$\begin{array}{c} 0.00\\$	180.0 180.0 43.2 43.2 45.6 75.8 75.8 94.6 94.6 88.7 96.9 100.1 303.1 300.0 299.8	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.01\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.02\\ 0.03\\$	$\begin{array}{c} 0.19\\ 0.34\\ 0.34\\ 0.30\\ 0.37\\ 0.42\\ 0.42\\ 0.50\\ 0.59\\ 0.66\\ 0.66\\ 0.66\\ 0.69\\ 0.71\\ \end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.22\\ 0.22\\ 0.21\\ 0.21\\ 0.20\\ 0.20\\ 0.22\\ 0.22\\ 0.22\\ 0.21\\ 0.21\\ 0.21\\ 0.09\\ 0.08\\ 0.09\\ 0.08\\ 0.09\\ 0.13\\ 0.13\\ 0.13\\ \end{array}$	$\begin{array}{c} 0.00\\ 0.00\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.01\\ 0.00\\$

D D D D D D D D D D D D D D D D D D D	240.0 220.0 220.0 200.0 180.0 160.0 160.0 100.0 100.0 80.0 80.0 73.3 73.3 60.0 60.0 53.3 53.3 40.0 40.0 33.3 33.3 20.0 20.0 13.3 13.3 0.0 20.0 20.0 20.0 20.0 20.0 20.0 20	0.00 0.00	300.0 299.7 300.0 299.7 300.0 299.8 300.0 299.9 300.0 299.9 300.0 299.9 300.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	ALL	0.03 0.03 0.03 0.03 0.04 0.04 0.04 0.05 0.05 0.05 0.05 0.05	169680 0.74 0.76 0.87 0.89 0.85 0.87 0.92 1.12 1.25 1.25 1.27 1.16 1.44 1.44 1.44 1.48 1.49 1.26 1.26 1.26 1.26 1.28 1.29 1.69 1.69	0.13 0.14 0.18 0	0.00 0.00
	INPUT	FORC	ES LOAI	DS			FORCES	5 LOADS	
	no	yes ye	s yes	5	no	no	o no	no	
====			======================================						
====			====						
	ELEV ft	NORTH	FLECTIONS	5 (ft)-	DOWN		TILTS NORTH	DEG) EAST	TWIST DEG
	305.0 300.0 295.0 285.0 285.0 275.0 275.0 265.0 265.0 266.0 253.3 246.7 240.0 253.3 246.7 240.0 213.3 226.7 220.0 213.3 206.7 220.0 213.3 206.7 220.0 213.0 210.0 213.0 210.0 210.0 210.0 210.0 25.0 25.0 260.0 25.0 260.0 265.0 275.0 275.0 260.0 265.0 275.0 260.0 265.0 270.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 275.0 270.0 275.0 275.0 270.0 275.0 270.0 275.0 270.0 275.0 270.0 275.0 270.0 275.0 270.0 275.0 270.0 270.0 275.0 270	4.275 G 4.117 G 3.957 G 3.642 G 3.490 G 3.344 G 3.149 G 2.926 G 2.926 G 2.592 G 2.438 G 2.288 G 2.288 G 2.145 G 1.879 G 1.635 G 1.464 G 1.305 G	-4.101 3.949 3.644 3.493 3.347 3.207 3.068 2.936 2.806 -2.643 2.485 2.337 -2.192 -2.055 1.924 1.800 -1.681 -1.566 -1.402 -1.250).055).053).058).045).045).043).041).041).041).039).038).037).036).037).036).034).033).032).031).030).030).030).030).032).030).030).032).030).030).032].0322].0322].0322].0322].0322].0322].0322].0322].0322].0322].	666666666666666666666666666666666666666	1.807 G 1.807 G 1.773 G 1.638 G 1.529 G 1.404 G 1.337 G 1.209 G 1.404 G 1.209 G 1.209 G 1.052 G 1.052 G 0.973 G 0.912 G 0.851 G 0.851 G 0.851 G 0.978 G 0.977 G 0.977 G 0.978 G 0.978 G 0.977 G 0.978 G 0.9786 G 0.9786 G 0.9786 G 0.9786 G 0.9786 G 0.9786 G 0.9786	1.736 J 1.735 J 1.703 J 1.665 J 1.612 J 1.573 J -1.524 D 1.405 J 1.405 J 1.284 J 1.216 J 1.216 J 1.161 J 1.161 J 1.161 J 1.005 J 1.046 J 1.009 J 0.972 J 0.934 J 0.875 J 0.816 J 0.755 J	-0.082 F -0.082 F -0.081 F -0.079 F 0.080 H 0.081 T 0.082 T 0.082 T 0.082 T 0.082 T 0.082 T 0.082 T 0.082 T 0.082 T 0.082 T 0.080 T 0.075 T 0.075 T 0.069 T 0.066 T 0.066 T 0.056 T 0.056 T

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73.3	0.203 G	0.193 J	0.013 e	0.303 G	0.290 J	0.018 T
60.0	0.134 G	0.128 J	0.010 e	0.244 G	0.233 J	0.015 T
53.3	0.113 G	-0.107 D	0.009 e	0.217 G	0.208 J	0.013 T
40.0	0.063 G	-0.060 D	0.007 e	0.158 G	0.151 J	0.010 T
33.3	0.053 G	-0.050 D	0.006 d	0.134 G	0.128 J	0.008 T
20.0	0.022 G	-0.020 D	0.004 d	0.080 G	-0.077 D	-0.005 B
13.3	0.010 G	-0.010 D	0.003 d	0.054 G	-0.051 D	-0.003 B
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0			0.10 A	0.00 A
300.0	0.20 Q	0.51 M	1.93 K	0.00 A
295.0	5.78 M	5.58 T	0.18 A	0.00 A
290 0	18.41 M	5.43 в	0.03 C	0.00 A
295.0	31.00 M	7.19 T	0.05 C	0.00 A
203.0	47.60 M	8.38 B	0.13 A	0.00 A
280.0	64.09 M	8.61 N	0.13 A	0.00 A
275.0	81.82 M	11.07 T	0.04 a	0.00 A
270.0	102.75 м	10.66 N	0.23 A	0.00 A
265.0	121.29 м	12.97 x	0.04 a	0.00 A
260.0	 148.65 м	14.36 F	0.22 A	0.00 A
253.3	174 87 м	13 78 x	0.03 Y	0.00 A
246.7	201 83 M	13 40 1	0.20 A	0.00 A
240.0	201.05 M	13.40 L	0.03 A	0.00 A
233.3	224.67 M	13.11 K	0.11 A	0.00 A
226.7	248.05 M	12.97 L	0.05 A	0.00 A
220.0	268.62 M	12.86 ×	0.09 A	0.00 A
213.3	289.59 M	12.87 F	0.08 A	0.00 A
206.7	308.49 M	12.91 ×	0.08 A	0.00 A
200 0	327.88 M	13.04 F	0.09 A	0.00 A
100.0	349.92 M	14.41 R	0.05 A	0.00 A
190.0	377.02 M	14.57 R	0.13 A	0.00 A
180.0	402.10 M	14.77 X	0.07 A	0.00 A
170.0	427.42 M	15.08 ×	0.11 A	0.00 A
160.0	451.38 м	15.47 X	0.06 A	0.00 A
150.0	475.70 м	15.99 R	0.08 A	0.00 A
140.0	 499.20 м	16.53 X	0.06 A	0.00 A
130.0	523 10 M	17 13 P	0.07 A	0.00 A
120.0	546 48 M	17.15 K	0.05 A	0.00 A
110.0	540.48 M	19 43 5	0.07 A	0.00 A
100.0	570.27 M	10.43 K	0.16 0	0.00 A
90.0	593.75 M	19.22 X	0.07 s	0.00 A
80.0	617.58 M	20.14 R	0.45 A	0.00 A
73.3	645.85 M	21.56 R	1.94 U	0.00 J

	<i></i>	20 55	169	9680
60.0	644.43 M	28.55 X	0.43 A	0.00 A
53.3	694.64 M	23.35 X	1.99 U	0.00 0
40 0	693.16 м	30.26 X	0 41 4	0 00 4
-0.0 	744.37 M	25.20 R	2.01.11	0.00 A
	742.71 M	32.03 R	2.01 0	0.00 B
20.0	794.83 M	27.06 X	0.10 A	0.00 B
13.3	793 14 м	33 63 X	1.89 U	0.00 N
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG		HORIZ		BRACE	
305.0	-0.32 C	-0.56	G	-0.07	S	0.00	А
300.0	-10.06.0		D	-1.86	Q	0.00	А
295.0	-10.00 G	-3.84	D	-0.12	S	0.00	А
290.0	-23.63 G	-5.28	N	-0.02	U	0.00	А
285.0	-37.89 G	-7.41	В	-0.10	S	0.00	А
280.0	-56.47 G	-8.31	т	-0.11	S	0.00	A
275.0	-73.91 G	-8.73	н	0.00	A	0.00	A
270.0	-94.74 G	-11.09	В	-0.20	s	0.00	Δ
265.0	-116.47 G	-10.69	В	0.00	۵ ۵	0.00	^
260.0	-138.06 G	-13.11	G	0.00	- -	0.00	~
200.0	-167.24 G	-14.35	х	-0.19	5	0.00	A
255.5	-194.78 G	-13.84	F	-0.01	5	0.00	A
246.7	-223.25 G	-13.40	F	-0.18	S	0.00	A
240.0	-247.53 G	-13.16	L	-0.02	S	0.00	A
233.3	-272.50 G	-12.97	F	-0.10	S	0.00	A
226.7	-294 61 6	-12 91	i.	-0.04	S	0.00	A
220.0	-317 40 6	_12.91		-0.08	S	0.00	А
213.3		-12.00	-	-0.07	S	0.00	А
206.7	-358.22 G	-12.97	F	-0.07	S	0.00	А
200.0	-359.68 G	-13.05	L	-0.07	S	0.00	А
190.0	-384.17 G	-14.49	F	-0.11	S	0.00	А
180.0	-414.41 G	-14.59	L	-0.06	S	0.00	A
170.0	-442.66 G	-14.84	F	-0.10	S	0.00	А
160.0	-471.41 G	-15.11	L	-0.05	S	0.00	Δ
150 0	-498.93 G	-15.54	L	-0.07	s	0.00	^
140.0	-527.11 G	-16.03	L	0.07	5	0.00	<u>,</u>
120.0	-554.59 G	-16.60	L	0.05	5	0.00	A
120.0	-582.72 G	-17.18	L	-0.06	5	0.00	A
120.0				-0.04	S	0.00	A

			169	680
	-610.39 G	-17.82 F		
110.0			-0.06 S	0.00 A
100 0	-638.58 G	-18.48 L	0 10 7	0 00 1
100.0		10 27 F	-0.16 1	0.00 A
00 0	-000.72 G	-19.27 F	-0.08 ^	0 00 4
90.0	-695 48 C	-20 19 1	-0.08 A	0.00 A
80 0	-055.40 G	-20.15 L	-0 44 5	0.00 4
00.0	-728,43 G	-21,69 C	0.11 5	0.00 4
73.3			-2.25 C	0.00 D
	-730.32 G	-28.62 L		
60.0			-0.40 s	0.00 A
	-787.76 G	-23.57 C		
53.3			-2.31 C	0.00 J
40.0	-789.73 G	-30.34 L	0.20 6	0.00.1
40.0	040 74 6	25 20 6	-0.39 S	0.00 A
22 2	-040.74 G	-25.59 C	-2 25 C	0 00 4
22.2	-850 95 C	-32 11 1	-2.55 C	0.00 H
20 0	-050.55 G	-J2.11 L	-0.09 5	0 00 н
20.0	-911.43 G	-27.15 F	0.05 5	0.00 11
13.3			-2.23 C	0.00 T
	-913.69 G	-33.69 F		
0.0			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	NORTH		LOADC EAST	OMPONENTS- DOWN	U	PLIFT	TOT	TAL EAR	
	99.31 G	-8	5.54 C	953.16	G -8	26.88 №	99.	31 G	
MAXI	мим тот	AL LOAD	S ON FOU	NDATION :	(kip &	kip-ft) ======			
 NO	HOR DRTH	IZONTAL EAST	TOTAL	DOWN	NORTH	OVE	RTURNING- EAST	TOTAL	- TORSION

@ 0.0				@ 0.0	
167.6 -158.4 167.6 G P G	363.9 d	27399.3 G	-26131.0 D	27399.3 G	-94.8 N
Latticed Tower Analysis Processed under license	(Unguyed) at:	((c)2013 Guymas	t Inc. 410	6-736-7453
Sabre Towers and Poles			on: 25 au	g 2017 a	t: 15:52:25
****	************** ** Service L *****	oad Condit	************ ion ********* *****	********	**********
* Only 1 condition(s) sh * Some wind loads may ha	own in full ve been deriv	ved from fu	ll-scale wind	tunnel to	esting

60 mph wind with no ice. Wind Azimuth: 0*

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MAST LOADING

LOAD	ELEV	APPLYLO	ADAT	LOAD	FORCE	S		NTS
TYPE	ft	ft	AZI	AZI	kip	kip	ft-kip	ft-kip
с с с с с	310.0 300.0 288.0 276.0 264.0	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	$0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0 \\ 0.0$	0.09 3.35 2.51 2.52 2.52	$0.13 \\ 6.00 \\ 4.00 \\ 4.00 \\ 4.00 \\ 4.00$	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	0.00 0.00 0.00 0.00 0.00
	$\begin{array}{c} 305.0\\ 300.0\\ 290.0\\ 290.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 285.0\\ 275.0\\ 275.0\\ 265.0\\ 260.0\\ 240.0\\ 220.0\\ 240.0\\ 220.0\\ 240.0\\ 220.0\\ 240.0\\ 250.0\\ 250.0\\ 250.0\\ 260.0\\ 33.3\\ 33.3\\ 20.0\\ 20.0\\ 13.3\\ 13.3\\ 0.0\\ \end{array}$	$ \begin{array}{c} 0.00\\ 0.00$	$\begin{array}{c} 180.0\\ 180.0\\ 43.2\\ 45.6\\ 67.9\\ 81.0\\ 78.2\\ 78.2\\ 101.7\\ 104.6\\ 304.3\\ 300.0\\ 299.8\\ 300.0\\ 299.7\\ 300.0\\ 299.7\\ 300.0\\ 299.7\\ 300.0\\ 299.7\\ 300.0\\ 299.8\\ 300.0\\ 299.9\\ 300.0\\ 299.9\\ 300.0\\ 299.9\\ 300.0\\ 299.9\\ 300.0\\ 299.9\\ 300.0\\ 299.9\\ 300.0\\ 299.9\\ 300.0\\ 3$	$\begin{array}{c} 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0\\ 0.0$	$\begin{array}{c} 0.02\\ 0.05\\ 0.05\\ 0.05\\ 0.05\\ 0.06\\ 0.06\\ 0.07\\ 0.08\\ 0.08\\ 0.08\\ 0.08\\ 0.08\\ 0.08\\ 0.08\\ 0.09\\ 0.10\\ 0.11\\ 0.15\\$	0.03 0.03 0.08 0.09 0.13 0.15 0.15 0.17 0.221 0.228 0.229 0.229 0.311 0.366 0.369 0.443 0.550 0.443 0.552 0.449 0.588 0.559 0.59	0.00 0.05 0.04 0.04 0.05 0.05 0.05 0.03	$\begin{array}{c} 0.00\\ 0.00\\ 0.03\\ 0.04\\ 0.04\\ 0.04\\ 0.04\\ 0.02\\ 0.02\\ 0.02\\ 0.01\\$
SUPPR	ESS PRI	NTING						

LOADS INPUT	FOR DISPL	THIS LO MEMBER FORCES	ADING FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS	
no	yes	yes	yes	no	no	no	no	

MAXIMUM MAST DISPLACEMENTS:

ELEV	DEI	FLECTIONS (1	ft)	TILTS ((DEG)	TWIST
ft	NORTH	EAST	DOWN	NORTH	EAST	DEG

305.0 300.0 295.0 285.0 280.0 275.0 260.0 253.3 246.7 240.0 233.3 226.7 240.0 233.3 226.7 200.0 190.0 180.0 170.0 180.0 170.0 150.0 140.0 150.0 140.0 150.0 140.0 150.0 100.0 150.0 100.00	1.223 G 1.177 G 1.132 G 1.087 G 1.042 G 0.998 G 0.956 G 0.876 G 0.837 G 0.789 G 0.789 G 0.698 G 0.654 G 0.654 G 0.654 G 0.654 G 0.654 G 0.502 G 0.468 G 0.331 G 0.292 G 0.292 G 0.222 G 0.191 G 0.163 G 0.112 G 0.088 G 0.038 G 0.038 G 0.038 G 0.038 G 0.038 G 0.038 G 0.015 G	-1.173 D -1.086 D -1.043 D -0.999 D -0.958 D -0.918 D -0.878 D -0.878 D -0.878 D -0.876 D -0.756 D -0.756 D -0.711 D -0.627 J 0.588 J 0.551 J 0.551 J 0.481 J 0.481 J 0.481 J 0.481 J 0.481 J 0.481 J 0.481 J 0.358 J 0.317 J -0.280 D -0.245 D -0.245 D -0.130 D 0.107 J 0.084 J 0.064 J 0.064 J 0.0055 D -0.031 D -0.017 D -0.017 D	0.017 G 0.017 G 0.016 G 0.016 G 0.015 G 0.015 G 0.013 G 0.013 G 0.013 G 0.013 G 0.013 G 0.012 G 0.011 G 0.011 G 0.011 G 0.011 G 0.010 G 0.010 G 0.010 G 0.009 G 0.009 G 0.008 G 0.007 G 0.007 G 0.006 G 0.005 G 0.007 G 0.007 G 0.005 G 0.005 G 0.007	0.516 G 0.514 G 0.514 G 0.496 G 0.496 G 0.480 G 0.454 G 0.454 G 0.418 G 0.418 G 0.418 G 0.418 G 0.418 G 0.382 G 0.362 G 0.362 G 0.312 G 0.301 G 0.290 G 0.243 G 0.261 G 0.243 G 0.261 G 0.243 G 0.261 G 0.243 G 0.261 G 0.243 G 0.164 G 0.070 G 0.087 G 0.070 G	-0.496 D -0.496 D -0.497 D -0.476 D -0.476 D -0.476 D -0.450 D -0.420 D -0.420 D -0.420 D -0.386 D -0.386 D -0.387 D -0.316 D -0.316 D -0.278 D 0.289 D -0.278 D 0.267 J 0.267 J 0.273 J 0.126 J 0.199 J 0.185 J 0.171 J 0.157 J 0.167 J 0.162 J 0.102 J 0.102 J 0.063 J 0.067 J 0.063 J	-0.023 F -0.023 F -0.023 F -0.022 H 0.023 H 0.021 H 0.021 H 0.021 H 0.021 H 0.020 H 0.020 H 0.015 H 0.015 H 0.015 H 0.015 H 0.015 H 0.015 H 0.012 H 0.012 H 0.012 H 0.012 H 0.012 H 0.015 H 0.015 H 0.012 H 0.011 H 0.010 H 0.010 H 0.007 H 0.007 H 0.005 H 0.005 H 0.004 H 0.004 H 0.002 H
53.3 40.0 33.3 20.0 13.3	0.032 G 0.018 G 0.015 G 0.006 G 0.003 G	-0.031 D -0.017 D -0.014 D -0.006 D -0.003 D	0.003 G 0.002 G 0.002 I 0.001 I 0.001 I	0.062 G 0.045 G 0.038 G 0.023 G 0.015 G	0.059 J 0.043 J 0.037 J 0.022 J 0.015 J	0.004 H 0.003 H 0.002 H 0.001 H 0.001 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

169680

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0			0.04 A	0.00 A
300.0	0.02 1	0.14 A	0.57 K	0.00 A
295.0	0.18 A	1.51 н 	0.07 A	0.00 A
200.0	3.51 A	1.60 B	0.01 C	0.00 A
290.0	6.58 A	1.98 н	0.01 C	0.00 A
285.0	10.69 A	2.42 в	0.06 A	0.00 A
280.0	15 14 A	 2 /1 P	0.04 A	0.00 A
275.0	13.14 A	2.41 В	0.01 A	0.00 A
270.0	19.19 A	3.14 B	0.07 A	0.00 A
265 0	24.96 A	3.03 в	0 01 D	0 00 A
200.0	29.27 A	3.66 L	0.01 0	0.00 A
260.0	36.54 A	4.10 F	0.07 A	0.00 A
253.3	43.72 A	3.91 L	0.01 A	0.00 A
246.7	51 04 4		0.06 A	0.00 A
240.0	51.04 A		0.01 A	0.00 A
233.3	57.25 A	3./3 L	0.04 A	0.00 A
226.7	63.57 A	3.72 F	0.02 A	0.00 A
220.0	69.13 A	3.67 L	0.02 A	0.00
220.0			0.05 A	0.00 A

				169680
213 3	74.72 A 3	.69 F	0 03 4	0 00 4
213.5	79.69 A 3	.69 L	0.05 A	0.00 A
206.7	84.76 A 3	 .75 F	0.02 A	0.00 A
200.0			0.03 A	0.00 A
190.0	90.54 A 4	.11 L 	0.04 A	0.00 A
190 0	97.59 A 4	.18 F	0.02.4	0.00.4
180.0	104.07 A 4	.22 L	0.02 A	0.00 A
170.0	110 56 A	 32 E	0.04 A	0.00 A
160.0	110.50 A 4		0.02 A	0.00 A
150 0	116.62 A 4	.42 L	0.03 4	0.00 4
140.0	122.69 A 4	.57 F	0.02	0.00
140.0	128.50 A 4	.71 L	0.02 A	0.00 A
130.0	124 26 4	 80 F	0.02 A	0.00 A
120.0	134.30 A 4	.09 F	0.02 A	0.00 A
110_0	140.07 A 5	.06 L	0.02 A	0.00 A
100.0	145.87 A 5	.26 F	0.01.0	0.00
100.0	151.51 A 5	.48 L	0.04 C	0.00 A
90.0	157 10 4 5	74 1	0.02 G	0.00 A
80.0	A		0.15 A	0.00 A
73.3	164.36 A 6	.12 L	0.51 T	0.00 н
	162.78 A 8	.13 L	0.14.	0.00
60.0	175.93 A 6	.62 L	0.14 A	0.00 A
53.3	174 29 4 8		0.52 I	0.00 в
40.0	1/4.25 A 0		0.14 A	0.00 A
33.3	187.62 A 7	.14 L	0.53 T	0.00 B
20.0	185.78 A 9	.10 L	0.00	0.00 5
20.0	199.25 A 7	.68 L	0.03 A	0.00 B
13.3	197 37 A 0	56 1	0.49 I	0.00 B
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ		BRACE
ft 305.0 300.0 295.0 290.0 285.0 280.0 275.0	-0.12 C -4.19 G -8.32 G -12.87 G -18.73 G -23.94 G -30.77 G	-0.17 G -1.75 B -1.46 B -2.18 B -2.35 H -2.53 H -3.17 B	-0.01 -0.51 -0.02 -0.01 -0.01 -0.03 0.00	G E G I G G A	0.00 A 0.00 A 0.00 A 0.00 A 0.00 A 0.00 A
270.0 265.0 260.0 253.3	-37.13 G -44.14 G -52.89 G	-3.05 B -3.76 G -4.08 L	-0.05 0.00 -0.05 0.00	G A G A	0.00 A 0.00 A 0.00 A 0.00 A
				Page	11

			1	.69680
246.7	-61.03 G	-3.97 L	-0.04 G	0.00 A
240_0	-69.48 G	-3.83 L	0.00 G	0.00 A
222 2	-76.72 G	-3.78 L	-0.03.0	0.00 A
233.3	-84.19 G	-3.72 L	-0.03 G	0.00 A
226.7	-90.83 G	-3.72 F	-0.01 G	0.00 A
220.0	-97.75 G	-3.70 L	-0.02 G	0.00 A
213.3	-104.14 G		-0.01 G	0.00 A
206.7	-110 73 C		-0.02 G	0.00 A
200.0	-110.75 G	-3.75 L	-0.02 G	0.00 A
190.0	-118.25 G	-4.19 F	-0.03 G	0.00 A
180.0	-127.57 G	-4.20 L	-0.01 G	0.00 A
170 0	-136.32 G	-4.29 F	-0.02.6	0 00 4
160.0	-145.27 G	-4.35 L	0.01 c	0.00 4
160.0	-153.90 G	-4.48 F	-0.01 G	0.00 A
150.0	-162.78 G	-4.61 L	-0.02 G	0.00 A
140.0	-171.48 G	-4.78 F	-0.01 G	0.00 A
130.0			-0.01 G	0.00 A
120.0	180 30 6		-0.01 G	0.00 A
110.0	-109.20 G	-3.12 F	-0.01 G	0.00 A
100.0	-198.15 G	-5.30 L	-0.05 I	0.00 A
90.0	-207.14 G	-5.53 L	-0.03 A	0.00 A
80.0	-216.36 G	-5.78 L	-0 10 c	0.00 A
72.2	-226.56 G	-6.22 C	0.10 0	0.00 4
/3.5	-228.14 G	-8.19 L	-0.67 C	0.00 F
60.0	-245.57 G	-6.76 c	-0.10 G	0.00 A
53.3	-247.21 G	-8.68 L	-0.69 C	0.00 I
40.0	-265 17 G	-7 28 C	-0.09 G	0.00 A
33.3	-267 01 0		-0.71 C	0.00 H
20.0	-207.UI G	-9.18 L	-0.02 G	0.00 H
13.3	-285.47 G	-7.77 F	-0.67 C	0.00 H
0.0	-287.35 G	-9.62 L	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

	TOTAL			
NORTH	EAST	DOWN	UPLIFT	SHEAR
29.87 G	-25.74 C	299.44 G	-206.03 A	29.87 G

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

	ORIZONTA	L	DOWN		-OVERTURNING	3	TORSION
NORTH	EAST @	TOTAL 0.0		NORTH	EAST	e TOTAL 0.0	
47.8	-45.2	47.8	123.0	7833.2	7473.2	7833.2	-26.9
					Page 12		

					169680		
G	D	G	I	G	J	G	В

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 305' S3TL Series HD1 Customer AT&T Project Number 169680 Date 9/1/2017 Engineer REB

Overall Loads:

Factored Moment (ft-kips) Factored Axial (kips) Factored Shear (kips) Individual Leg Loads: Factored Uplift (kips) Factored Download (kips) Factored Shear (kips)

Width of Tower (ft) Ultimate Bearing Pressure Bearing Φs

Bearing Design Strength (ksf) Water Table Below Grade (ft) Width of Mat (ft) Thickness of Mat (ft) Depth to Bottom of Slab (ft) Bolt Circle Diameter (in) Top of Concrete to Top of Bottom Threads (in) Diameter of Pier (ft) Ht. of Pier Above Ground (ft) Ht. of Pier Below Ground (ft) Quantity of Bars in Mat Bar Diameter in Mat (in) Area of Bars in Mat (in²) Spacing of Bars in Mat (in) Quantity of Bars Pier Bar Diameter in Pier (in) Tie Bar Diameter in Pier (in) Spacing of Ties (in) Area of Bars in Pier (in²) Spacing of Bars in Pier (in) f'c (ksi) fy (ksi) Unit Wt. of Soil (kcf) Unit Wt. of Concrete (kcf) Volume of Concrete (yd3)

27399.29
363.90
167.60
827.00
953.00
99.00
35
16.00

16.00
0.75
12
999
43
2
8
19

65.5
5
0.5
6
77
1.27
97.54
6.69
28
1
0.5
7
21.99
5.82
4.5
60
0.11
0.15
151.14

Tower eccentric from mat (ft)=2.75Allowable Bearing Pressure (ksf)8.00Safety Factor2.00Max. Factored Net Bearing Pressure (ksf)4.59Minimum Mat Width (ft)42.67

Minimum Pier Diameter (ft) Equivalent Square b (ft)

Anchor Bolt Count (per leg)

2.92	
4.43	

6

Recommended Spacing (in)

6 to 12

Minimum Pier A_s (in²) Recommended Spacing (in)

14.14		
5 to 12		

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:			
Average d (in)	19.73		
φv _c (ksi)	0.228	v _u (ksi)	0.227
$\phi v_c = \phi (2 + 4/\beta_c) f'_c^{1/2}$	0.342		
$\phi v_{c} = \phi (\alpha_{c} d/b_{c} + 2) f'_{c}^{1/2}$	0.317		
$\phi v_{r} = \phi 4 f'_{r}^{1/2}$	0.228		
Shear perimeter b (in)	221 24		
B	1		
Pc Stability:	(1)		
Stability:			
Overturning Design Strength (ft-k)	36423.4	Factored Overturning Moment (ft-k)	28823.9
One-Way Shear:	a.	3	
φV _c (kips)	1161.0	V _u (kips)	1029.9
Pier Design:			
Design Tensile Strength (kips)	1187.5	Tu (kips)	827.0
φV _n (kips)	273.6	V _u (kips)	99.0
$\phi V_c = \phi 2(1 + N_u / (500A_g)) f'_c^{1/2} b_w d$	136.3		
V _s (kips)	161.6	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	772.8
Maximum Spacing (in)	7.81	(Only if Shear Ties are Required)	
Actual Hook Development (in)	18.46	Req'd Hook Development I _{dh} (in)	11.30
		*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Bolt Pull-Out:		Constant - Montal M. H. (2016) post of 1995 - This Statement and Print	
$\phi P_{c} = \phi \lambda (2/3) f'_{c}^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	426.0	P _u (kips)	827.0
Pier Rebar Development Length (in)	46.00	Required Length of Development (in)	31.14
Flexure in Slab:			
φM _n (ft-kips)	8009.4	M _u (ft-kips)	7986.5
a (in)	2.97		
Steel Ratio	0.00958		
β_1	0.825		
Maximum Steel Ratio (pt)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	127.34	Required Development in Pad (in)	19.68
Condition	1 is OK 0 Fails	1	
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 Stool Patio	1		
Length of Development in Pad	1		
Interaction Diagram Visual Check	1		
One-Way Shear	1		
Hook Development	1		
Minimum Mat Depth	1		

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 305' S3TL Series HD1 Customer Name AT&T Job Number 169680 Date 9/1/2017 Engineer REB

Factored Uplift (kips)	827	Anchor Bolt Count (per leg)	6
Factored Download (kips)	953	275 - 2750)	
Factored Shear (kips)	99		
Ultimate Bearing Pressure	100		
Bearing Φs	0.75		
Bearing Design Strength (ksf)	75		
Water Table Below Grade (ft)	999		
Bolt Circle Diameter (in)	19		
Top of Concrete to Top			
of Bottom Threads (in)	65.5		
Pier Diameter (ft)	3.5	Minimum Pier Diameter (ft)	2.92
Ht. Above Ground (ft)	0.5		
Pier Length Below Ground (ft)	30.5		
Quantity of Bars	20		
Bar Diameter (in)	1.41		
Tie Bar Diameter (in)	0.5		
Spacing of Ties (in)	6		
Area of Bars (in ²)	31.23	Minimum Area of Steel (in ²)	6.93
Spacing of Bars (in)	5.28	standistructure particular personalises de touriersectourse africa de	
f'c (ksi)	4.5		
fy (ksi)	60		
a a (a)			
Unit Wt. of Concrete (kcf)	0.15		
Download Friction Φs	0.75		
Uplift Friction Φs	0.75		
Volume of Concrete (yd ³)	11.05		
Skin Friction Factor for Uplift	1	Length to Ignore Download (ft)	
Ignore Bottom Length in Download?		0	
Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
3	0.00	0.00	0.11
8	0.70	0.70	0.11
15	4.00	4.00	0.11
50	6.00	6.00	0.11
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Factored Net Weight of Concrete (kips) Bearing Design Strength (kips) Skin Friction Design Strength (kips) Download Design Strength (kips)

0.9	
721.6	
1026.7	
 1748.3	E'llos

Factored Net Download (kips)

953.9

Uplift:		(001111022)	
Nominal Skin Friction (kips)	1368.9		
Wc, Weight of Concrete (kips)	44.7		
W _R , Soil Resistance (kips)	1414.2		
ΦsWr+0.9Wc (kips)	1100.9		
Uplift Design Strength (kips)	1067.0	Factored Uplift (kips)	827.0
Pier Design:			
Design Tensile Strength (kips)	1686.4	Tu (kips)	827.0
φV _n (kips)	112.2	V _u (kips)	99.0
$\phi V_c = \phi 2(1 + N_u / (500A_g)) f'_c^{1/2} b_w d \text{ (kips)}$	0.0	-	
V _s (kips)	131.9	*** $V_s max = 4 f'_c^{1/2} b_w d$ (kips)	378.7
Maximum Spacing (in)	11.15	(Only if Shear Ties are Required)	
		*** Ref. ACI 11.5.5 & 11.5.6.3	
Anchor Bolt Pull-Out:			
$\phi P_{c} = \phi \lambda (2/3) f'_{c}^{1/2} (2.8 A_{SLOPE} + 4 A_{FLAT})$	209.0	P _u (kips)	827.0
Rebar Development Length (in)	55.21	Required Length of Development (in	n) 30.92
		-	
Condition	1 is OK, 0 Fails		
Download	1		
Uplift	1		
Area of Steel	1		
Shear	1		
Anchor Bolt Pull-Out	1		
Interaction Diagram Visual Check	1		

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



August 14th^h, 2017 Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40602-0615

RE: Site Name – Woodbury Proposed Cell Tower 37 10 39.22 North Latitude, 86 38 08.63 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

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,

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

					_	Search
	Utility ID	Utility Name	Utility Type	Class	City	State
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	С	Morristown	נא
View	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	נא
View	4107800	American Broadband and Telecommunications Company	Cellular	С	Toledo	он
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	С	Clayton	WA
View	4107400	Bandwidth.com, Inc.	Cellular	A	Raleigh	NC
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	СА
View	4108750	Blue Jay Wireless, LLC	Cellular	С	Carrollton	тх
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	В	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
View	4110050	CampusSims, Inc.	Cellular	D	Boston	MA
						[

Utility Master Information -- Search

View	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	ΓU
View	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
View	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular	Α	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	ТΧ
View	4001900	CTC Communications Corp. d/b/a EarthLink Business I	Cellular	D	Grand Rapids	MI
View	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	КY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	ок
View	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular	С	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular	В	Covington	LA
View	4109600	Google North America Inc.	Cellular	В	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	L
View	4110600	Horizon River Technologies, LLC	Cellular	с	Atlanta	GA
View	4103100	i-Wireless, LLC	Cellular	A	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	ок
View	22215360	KDDI America, Inc.	Cellular	D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	L
View	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	КY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
View	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
Viow	4202400	New Cingular Wireless PCS,	Collular	٨	San Antonio	ту

Utility Master Information -- Search

View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	UJ
View	4000800	lextel West Corporation Cellular D Overland Park		Overland Park	KS	
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	С	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	ТΧ
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	он
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	В	Hiawatha	IA
View	4110350	Regional Strategic Partners LLC	Cellular	D	Buford	GA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	IJ
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	ΤХ
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	ΤХ
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation dba Life Wireless	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Kansas City	MO
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	IJ

Utility Master Information -- Search

View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc.	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	С	Lone Tree	CO
View	4200600	West Virginia PCS Alliance, L.C.	Cellular	A	Waynesboro	VA
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110100	Windward Wireless LLC	Cellular	D	Suwanee	GA
View	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	КY

EXHIBIT E FAA



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

Issued Date: 09/05/2017

Dave Cundiff (et) ATT Mobility 3300 E. Renner Rd. B3132 Richardson, TX 75082

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

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

Structure:	Antenna Tower Woodbury
Location:	Morgantown, KY
Latitude:	37-10-39.22N NAD 83
Longitude:	86-38-08.63W
Heights:	617 feet site elevation (SE)
	320 feet above ground level (AGL)
	937 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 1, 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) X Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 03/05/2019 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 does not constitute authority to transmit on the frequency(ies) identified in this study. The proponent is required to obtain a formal frequency transmit license from the Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA), prior to on-air operations of these frequency(ies).

This determination of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is being caused by the licencee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

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.

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 (202) 267-0105, or j.garver@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-17137-OE.

Signature Control No: 341399831-342963316

Jay Garver Specialist

Attachment(s) Frequency Data Map(s)

cc: FCC

Frequency Data for ASN 2017-ASO-17137-OE

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



EXHIBIT F KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN Governor 421 Buttermilk Pike Covington, KY 41017 www.transportation.ky.gov 859-341-2700

CONDITIONAL APPROVAL

August 23, 2017

John Monday John Monday 3300 E. Renner Rd B3132 Richardson, TX 75082

SUBJECT: AS-016-BWG-2017-067

STRUCTURE:	Antenna
LOCATION:	Morgantown, KY
COORDINATES:	37° 10' 39.22" N / 86° 38' 8.63" W
HEIGHT:	320' AGL/937'AMSL

Your application for a permit to construct or alter the above structure was reviewed at the Thursday, August 10, 2017 regular meeting of the Kentucky Airport Zoning Commission. This letter is to advise you that your permit has been tentatively approved by the Commission pending the FAA Determination. Upon receipt of notification of No Hazard, No IFR/VFR Effects from the FAA and FAA recommended lighting, final approval of your application will be granted and copies forwarded to you.

If you have any questions or would like to check on the status of your permit, please feel free to call me at 859-341-2700.

Sincerely,

John Houlihan

Administrator



An Equal Opportunity Employer M/F/D

EXHIBIT G GEOTECHNICAL REPORT





June 27, 2017

Mr. Jacob Goralski, P.E. Irish Tower, LLC 4603 Bermuda Drive, Sugar Land, TX 77479

ECS Project No. 26:3125-E1

Reference: Report of Subsurface Exploration and Geotechnical Engineering Services Woodbury Tower 494 Barren River Road Morgantown, Kentucky

Dear Mr. Goralski:

ECS Southeast, LLP (ECS) has completed the subsurface exploration for the proposed construction of a self-supported tower located at 494 Barren River Road in Morgantown, Kentucky, approximately 2,400 feet south of the intersection with Woodbury Loop. The purpose of these services was to explore the subsurface soil and groundwater conditions at the site, and to develop geotechnical recommendations pertaining to foundation support of the structure. This report explains our understanding of the project, documents our findings, and presents our conclusions and geotechnical engineering recommendations to serve as an aid during the design and construction of the project.

PROJECT INFORMATION AND PROPOSED CONSTRUCTION

The project will consist of the construction of a new 305+-foot tall self-supported tower with a 15-foot lightning arrestor and fenced equipment compound. The proposed tower site is located in a grassy area. See the attached Site Location Diagram (Figure 1) and Boring Location Diagram (Figure 2). We have received preliminary site plans showing the site boundaries and proposed tower location. No loading information was provided for the tower. Based on information provided from the client, the current elevation at the center of the tower is approximately 615 feet MSL. To achieve the proposed grading at the tower site, we anticipate that negligible cut and fill will be required. We do not anticipate that any significant stormwater management (SWM) facilities or site retaining walls will be required for this project.

EXPLORATION PROCEDURES

The site subsurface conditions were explored on June 15, 2017 through the completion of three Standard Penetration Test (SPT) borings drilled 35 feet from the staked center of the tower location. The borings were drilled to auger refusal. The approximate boring locations are shown on the attached Boring Location diagram (Figure 2). The boring locations were based on a survey stake-out that was performed by others. Prior to drilling, underground utilities were cleared through the Kentucky 811 system.

A CME 55 truck-mounted drill rig was utilized to complete the SPT borings. The drill rig utilized 3 ¼ inch hollow stem augers to advance the boreholes. Representative soil samples were secured by means of conventional split-barrel sampling procedures (ASTM D1586). In this procedure, a 2-inch O.D., split-barrel sampler is driven into the soil a distance of 18 inches by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler

through the final 12-inch interval, after initial setting of 6 inches, is termed the Standard Penetration Test (SPT) value or N-value, and is indicated for each sample on the attached boring log.

The SPT values can be used as a qualitative indication of the in-place relative density of cohesionless soils, and as a relative indication of consistency in cohesive soils. This indication is qualitative, since many factors can significantly affect the standard penetration resistance value and prevent a direct correlation between drill crews, drill rigs, drilling procedures, and hammer-rod-sampler assemblies. The drill rig utilized an automatic hammer to drive the sampler.

Field logs of the soil encountered at the boring locations were maintained by the drilling crew. After recovery, each geotechnical sample was removed from the sampler and visually classified by the driller. Representative portions of each soil sample were then sealed in plastic bags and transported to our laboratory in Nashville (Franklin), Tennessee for further visual examination. Observations for groundwater were made during sampling and upon completion of the drilling operations. After completion of the drilling operations, the boreholes were backfilled with auger cuttings and excess soil was mounded at the surface.

CLASSIFICATION AND LABORATORY TESTING PROCEDURES

A geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (ASTM D 2487). The group symbols for each soil type are indicated in parentheses following the soil descriptions on the boring logs summary. A brief explanation of the Unified Soil Classification System (USCS) is included with this report. The engineer grouped the various soil types into the major zones noted on the boring logs. The stratification lines designating the interfaces between materials on the exploration records are approximate; in situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposition.

SITE GEOLOGY

The USGS Geologic Map of the Morgantown Quadrangle (1972) indicates this particular site is underlain by the Tradewater and Caseyville formation. These formations typically consist of sandstone and shale with light orange-brown, medium to coarse grained, thin-bedded, fossiliferous limestone.



Figure 1 - USGS Geologic Map of the Morgantown Quadrangle (approximate site location highlighted)

SUBSURFACE CONDITIONS

The subsurface conditions discussed in the following paragraphs, and those shown on the boring logs, represent an estimate of the subsurface conditions based on interpretation of the exploration data using normally accepted geotechnical engineering judgments. It should be noted that the transition between different soil strata is often less distinct than what is shown on the exploration records.

In general, the exploration revealed approximately 6 inches of topsoil overlying lean clay and clayey sand to depths ranging from approximately 5 to 8 feet. SPT N-values for the lean clay materials varied from 6 to 31 blows per foot (bpf) and SPT N-values for the clayey sand materials varied from 17 to 19 blows per foot (bpf). Auger refusal was encountered at each boring location at depths ranging from approximately 5 to 8 feet below the existing ground surface. The encountered conditions are shown on the attached boring logs.

Groundwater was not encountered at the time of our exploration. It should be noted that groundwater can vary on a seasonal basis due to precipitation, evaporation, surface run-off, area stream levels and other factors not immediately apparent at the time of this exploration. It is also possible for groundwater to exist in a perched condition within the soil overburden or at the soil/rock interface.

ANALYSIS AND RECOMMENDATIONS

General

The following recommendations have been developed on the basis of the previously described project information and subsurface conditions identified during this study. If there are any changes to the project characteristics, or if differing subsurface conditions are encountered during construction, ECS should be consulted so that the recommendations of this report can be reviewed and revised, as necessary.

Subgrade Preparation

Vegetation, topsoil, and all other soft, unsuitable, or deleterious material should be removed from the existing ground surface at the foundation areas. These operations should extend at least 5 feet beyond the edge of planned structures, where practical. After examining the exposed soils, loose and yielding areas should be identified by proofrolling with an approved piece of equipment, such as a loaded dump truck, having an axle weight of at least 10 tons. Unsuitable or unstable subgrade materials may require moisture conditioning, in-place densification, or removal and replacement with new engineered fill.

Engineered Fill

The first layer of fill should be placed in a relatively uniform horizontal lift and be adequately keyed into the stripped and scarified subgrade soils. Fill materials should be free of organics, wet/frozen materials, or other deleterious materials. Engineered fill materials should consist of low to moderately plastic clays and silts, or coarse grained material such as sand and gravel, with a maximum Liquid Limit no greater than 50, and a maximum Plasticity Index no greater than 30. In general, we recommend material to be used as engineered fill have a Standard Proctor maximum dry density of at least 90 pcf. Engineered soil fill should be placed in maximum loose lifts of 8 inches and compacted to at least 95 percent of the Standard Proctor (ASTM D698) maximum dry density, with the upper 2 feet compacted to at least 98 percent of the same standard. Soil engineered fill should be compacted within 2 percentage points of the

optimum moisture content, per the Standard Proctor method. Soil fill should not contain rock material greater than 4 inches in diameter.

Fill operations should be observed on a full-time basis by an experienced engineering technician to determine the required degree of compaction is being achieved. We recommend that a minimum of one compaction test per 2,500 square-foot area be performed for each lift of engineered fill for structural areas, and that at least one test per lift per 100 linear feet of utility trench backfill.

Equipment Shelter Foundations

Based upon our findings, the equipment shelter may be supported by a turned-down monolithic slab-on-grade with foundation elements bearing on the undisturbed natural residual soils or properly-compacted engineered fill. These foundations can be designed for a maximum net allowable soil bearing pressure of up to 2,500 psf. For footings constructed in accordance with the requirements outlined in this report, maximum total settlement is expected to be less than 1 inch (plus any consolidation settlement from new fill loads). Maximum differential settlement is expected to be half the total settlement. Shallow foundations should be designed to bear at least 18 inches below the final exterior grades. The slab-on-grade may be designed using a modulus of subgrade reaction of 100 pounds per cubic inch (pci). A layer of free draining gravel may be used underlying the slab to serve as a leveling pad and provide a capillary break. All slab and foundation subgrades should be evaluated immediately prior to concrete placement by ECS to verify that the exposed subgrades are capable of satisfactorily supporting the design loads.

Self-support Tower Foundation

The proposed tower can be supported on drilled shaft (caisson) foundations. Based on previous experience with tower structures, we anticipate that wind loading, associated uplift resistance, and lateral loading may control the sizing and depth of the tower foundation. We have provided estimated soil parameters at various depths to aid in drilled shaft foundation design in the attached <u>Geotechnical Data Form</u>.

Uplift forces can be resisted by the factored weight of the shaft and the side shear along the circumference of the shaft (skin friction). The compression forces can be resisted by the side shear along the circumference of the shaft and the end bearing capacity. In determining the dimensions of the drilled shafts, we recommend that a minimum factor of safety of 1.25 with regard to the weight of the concrete should be used in conjunction with the presented allowable side shear values. For uplift and compression, we recommend no contribution to resisting loads be considered from side shear within 5 feet of the ground surface, soft clay or from potentially liquefiable zones.

Casing of the excavation may be required, depending on the condition of the soils and the ground water elevation at the time of construction. Once the bearing level is reached, all loose materials and any accumulated water seepage should be removed prior to placement of pier reinforcing cage and concrete. Up to 1 inch of water standing in the base of the pier is acceptable at the time of concrete placement and an inflow rate of 1 inch per 5 minutes is also acceptable. Higher inflow rates, which could likely be encountered, may require additional control or that drilled shaft concrete be placed by tremie method. The drilled shaft contractor should be prepared to handle such a condition and to ensure suitable end bearing conditions.

The drilled shaft concrete should be placed in intimate contact with undisturbed natural soil/rock. To reduce the potential for arching, we recommend the drilled shaft concrete mix be designed for a slump of 5 to 7 inches. Provided water seepage is minimal, our experience and current

research in the field indicates that the drilled shafts can be constructed by "free fall" placement of concrete without affecting the strength and quality of concrete. The concrete should "free fall" without hitting the sides of the casing or reinforcing steel. The use of a hopper or other suitable device is recommended to control concrete placement and direct it toward the center of the shaft. The placement of concrete in the cased shaft should proceed until the concrete level is above the external fluid level and should be maintained above this level throughout casing removal. However, if significant seepage is present within the excavation or if slurry is used, it will be necessary to place the concrete by tremie method, and we recommend a concrete slump of 7 to 9 inches for this method of concrete placement.

The shaft design and construction procedures should be reviewed with the foundation contractor prior to the start of construction. If you desire, we would be pleased to review the plans and specifications for the project once they are completed so we may have the opportunity to comment on the impact of the soil/rock and groundwater conditions on the final design.

<u>Pad and Pier Recommendations:</u> Based on the relatively shallow depth to bedrock, a pad and pier foundation approach would also be reasonable. We recommend that the foundation be excavated down to bedrock and can be designed for a net allowable bearing capacity of 8,000 psf. Base friction and passive earth pressures can be used to resist lateral loads. The friction coefficient between the foundation bottom and underlying rock can be assumed to be 0.45. Passive earth pressures along the edge of the foundation can be calculated using a fluid equivalent of 300 pcf. Passive resistance should only be used where the soils adjacent to the foundation will not be eroded or removed in the future.

The foundation design and construction procedures should be reviewed with the foundation contractor prior to the start of construction. If you desire, we would be pleased to review the plans and specifications for the project once they are completed so we may have the opportunity to comment on the impact of the soil/rock and groundwater conditions on the final design.

Seismic Site Classification

Based on our interpretation of the International Building Code (IBC) 2012, it is our opinion that a Seismic Site Class "B" is appropriate for this site. In accordance with IBC 2012 and United States Geological Survey's (USGS) Seismic Hazard Curves and Uniform Hazard Response Spectra program, the following parameters may be used in design:

- Latitude: 37.17251, Longitude: -86.63495
- $S_s = 0.320, S_1 = 0.147$
- S_{MS} = 0.320, S_{M1} = 0.147
- S_{DS} = 0.214, S_{D1} = 0.098
 *Spectral accelerations were determined from USGS National Seismic Hazard Maps

General Construction Considerations

Positive site drainage should be maintained during earthwork operations and should help maintain the integrity of the soil. Placement of fill on the near surface soils which have become saturated may be very difficult. When wet, these soils will degrade quickly with disturbance from contractor operations and will be extremely difficult to stabilize for fill placement.

The surficial soils are considered moderately erodible. All erosion and sedimentation shall be controlled in accordance with Best Management Practices and current County requirements. At
Woodbury Tower ECS Project No. 26:3125-E1 June 27, 2017 Page 6

the appropriate time, we would be pleased to provide a proposal for NPDES monitoring and construction materials testing related services.

CLOSING

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for the conclusions, opinions, or recommendations made by others based on these data. No third party is given the right to rely on this report without express written permission.

The scope of services for this study does not include environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil or groundwater within or beyond the site studied. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

We appreciate this opportunity to be of service to you during the design phase of this project. If you have any questions with regard to the information and recommendations presented in this report, please do not hesitate to contact us.

Respectfully,

ECS SOUTHEAST, LLP

Brooke teng-

Brooke Ferry, E.I. Geotechnical Project Manager

Donald L. Anderson Principal Reviewer



Mark D. Luskin, P.E. Engineering Manager

Attachments: Figure 1: Site Location Map Figure 2: Boring Location Diagrams Geotechnical Data Form SPT Boring Log (B-1 through B-3) Reference Notes for Boring Logs USGS Summary Report





494 Barren River Road Morgantown, KY ECS Project No. 26:3125-E1



GEOTECHNICAL DATA FORM

Background Information

Irish Tower, LLC Client: Project: Woodbury Tower Location: Barren River Road, Morgantown, Kentucky ECS Project No.: 26:3125-E1 Type: Height:

φ'

(°)

-

32

Self Supported 305'+/-

K*

(pci)

90

90

2000

E₅₀*

0.01

÷,

0.001



Subsurface Conditions

Depth (feet)	Soil Behavior Type	Average N (spt)	Relative Density/Consistency	USCS Classificati on
0 - 3	LEAN CLAY	6	Firm	CL
3 - 8	CLAYEY SAND	20	Medium Dense	SC
8+	SANDSTONE	50/0	-	5

Su

(psf)

750

÷.

5000+

γ

(pcf)

110

115

135

γ= In-situ Soil Density

Su= Undrained Shear Strength

 ϕ '= Effective Friction Angle

K= Horizontal Subgrade Reaction

*Parameters estimated from values suggested in LPILE user manual.

LPILE Soil Туре

Firm Clay

Medium Dense Sand

Sandstone

Foundation Recommendations

Estimated Soil Parameters for LPILE

Depth

(feet)

0-3

3 - 8

8+

For Drilled Shaft Foundations**

Depth (ft)	Allowable End Bearing (KSF)
0 - 3	2.5
3 - 8	3
8 - 15	8
*15+	50

Depth Interval	Allowable Average Side Friction (PSF)
0 - 3	948
3 - 8	350
8 - 15	2000
*15+	3000

**Ignore in top 5 feet in design, minimum embedment depth of 10% tower height applies.

*Paramaters were increased with embedment depth due to anticipated increase in bedrock quality

Construction Criteria

Proofroll site prior to construction to detect unsuitable soil near the surface.
 Compact building pads/roadway subgrade and each 8 inch lift of approved fill to 95% maximum dry density in accordance with ASTM D698 standard proctor.
 Approved fill materials are soils with less than 3% organics, less than 50 liquid limit and less than 30 plastic index.
 Foundation construction should be observed by Geotechnical Engineer.

5) Drilled shaft foundations should be installed in accordance with the requirements of the Deep Foundation Institute and monitored by the Geotechnical Engineer.

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5			610	16 50/3		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
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10			605				
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20 —							
25 —			590				
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REFERENCE NOTES FOR BORING LOGS

MATERIAL ^{1,2}			DRILLING SAMPLING SYMBOLS & ABBREVIATIONS								
	ASPH	ALT	SS	Split Spoo	on Sample	r PM	Pressu	remeter T	est		
19-30-7			ST	Shelby Tu	ibe Sample	er RD	Rock E	it Drilling			
S + 23	CONC	RETE	WS	Wash Sar	nple	RC	Rock C	ore, NX, I	BX, AX		
and a state			BS	Bulk Sam	ple of Cutti	ings REC	Rock S	ample Re	covery %		
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SXII),	TOPS	OIL				PARTICLE SIZE ID	ENTIFIC	ATION		a and the second	
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			Boulder	S	12 inc	thes (300 mm) or la	rger				
	BRICK		Cobbles	3	3 inch	nes to 12 inches (75	5 mm to	300 mm)			
80 00	ACCP		Gravel:	Coarse	³ /4 inc	h to 3 inches (19 mi	m to 75	mm)			
00000	Addn	EGATE BASE COURSE		Fine	4.75 r	nm to 19 mm (No. 4	4 sieve t	o ¾ inch)			
R 8. 2	FILL ³	MAN-PLACED SOILS	Sand:	Coarse	2.00 r	mm to 4.75 mm (No	. 10 to N	lo. 4 sieve	e)	2	
	GW			Medium	0.425	mm to 2.00 mm (N	o. 40 to	No. 10 sie	eve)		
	GW	gravel-sand mixtures, little or no fines	Cill 8 C	Fine	0.074	mm to 0.425 mm (I	1 (No. 200 to No. 40 sieve)				
	GP	POORLY-GRADED GRAVEL gravel-sand mixtures, little or no fines	Slit & C	lay (Fines)	<0.07	4 mm (smaller than	a No. 2	UU SIEVE)	-		
Physics,	GM	SILTY GRAVEL	41.44	COHESIVE	SILTS &	CLAYS			COARSE	FINE	
		gravel-sand-silt mixtures	UNCO	ONFINED	5	7	RELATIVE		(%) ⁸	GRAINI	
142	GC		Сомр	RESSIVE	SPT	CONSISTENCY'	~"		(/0)	(70)	
13.72	CIM/		STREN	GTH, Qp	(BPF)	(COHESIVE)	Trac	е	<u>≤</u> 5	<u><</u> 5	
	311	gravelly sand, little or no fines	< 0.25	0.25	3 - 4	Soft	Dua	Symbol	10	10	
	SP	POORLY-GRADED SAND	0.25	- <0.50	5 - 8	Medium Stiff	(ex:	SW-SM)	15 00	15 0	
		gravelly sand, little or no fines	1.00	- <2.00	9 - 15	Stiff	Adio	otivo	15 - 20	15 - 2	
	SM	SILTY SAND	2.00	- <4.00	16 - 30	Very Stiff	(ex:	"Silty")	<u>></u> 25	<u>></u> 30	
	~~	sand-siit mixtures	4.00	- 8.00	31 - 50	Hard					
	SC	sand-clay mixtures	>	8.00	>50	Very Hard		W	ATER LEVELS	6	
mm	ML	SILT					∇	WL	Water Level (WS)(WD)	
		non-plastic to medium plasticity	GRAVE	LS, SANDS	& NON-C	OHESIVE SILTS	Ŧ		(WS) While	Sampling	
	мн	ELASTIC SILT		SPT⁵		DENSITY			(WD) While	Drilling	
7777	CL			<5		Very Loose	Ā	SHW	Seasonal Hig	h WT	
1111	01	low to medium plasticity		5 - 10		Loose	-	ACR	After Casing	Removal	
11	СН	FAT CLAY	1	1 - 30	M	edium Dense	V	SWT	Stabilized Wa	ater Table	
11		high plasticity	3	1 - 50		Dense		DCI	Dry Cave-In		
קקי	OL	ORGANIC SILT or CLAY non-plastic to low plasticity		>50		Very Dense		WCI	wet Cave-In		
- 2007 July, 19007 July 1927 July 1928 July 1928 July 1929 July 1938 July 1939 July	он	ORGANIC SILT or CLAY high plasticity									
	РТ	PEAT highly organic soils									

¹Classifications and symbols per ASTM D 2488-09 (Visual-Manual Procedure) unless noted otherwise.

²To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

³Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

⁴Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

⁵Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf).

⁶The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

⁷Minor deviation from ASTM D 2488-09 Note 16.

⁸Percentages are estimated to the nearest 5% per ASTM D 2488-09.

Reference Notes for Boring Logs (FINAL 10-13-2016)

GRAINED

15 - 25

USGS Design Maps Summary Report

User-Specified Input

Report Title	3125-E1							
	Thu June 22, 2017 16:52:14	UTC						

Building Code Reference Document 2012/2015 International Building Code

(which utilizes USGS hazard data available in 2008)

Site Coordinates 37.17251°N, 86.63495°W

Site Soil Classification Site Class B - "Rock"

Risk Category I/II/III



USGS-Provided Output

$S_s =$	0.320 g	S _{MS} =	0.320 g	S _{DS} =	0.214 g
$S_1 =$	0.147 g	S _{M1} =	0.147 g	S _{D1} =	0.098 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.



Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.

EXHIBIT H DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site:

- Beginning at the offices of the Butler County Judge Executive, 110 North Main Street, Morgantown, Kentucky start out going northeast on N Main St toward W Ohio St.
- 2. Take the 1st right onto E Ohio St.
- 3. Take the 2nd right onto S Hobson St.
- 4. Turn left onto E Porter St/KY-403. Continue to follow KY-403.
- 5. Turn right onto Woodbury Loop/KY-403.
- 6. Take the 3rd right to stay on Woodbury Loop/KY-403.
- 7. Stay straight to go onto Barren River Rd.
- 8. Arrive at 494 Barren River Rd, Morgantown, KY.
- 9. The site coordinates are 37°10'39.22" North latitude, 86°38'08.63" West longitude).



Prepared by: Robert W. Grant Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369 Telephone: 502-955-4400 or 800-516-4293 EXHIBIT I COPY OF REAL ESTATE AGREEMENT Market: Evansville Cell Site Number: <u>Woodbury</u> Cell Site Name: <u>KYL03688</u> Fixed Asset Number: 13800718

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Timmy Colter and Tina Colter, a married couple, having a mailing address of 494 Barren River 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 494 Barren River Road, Morgantown, KY 42261, in the County of Butler, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an 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 Tenant's Communication Facility.

During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, (b) 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 within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and 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

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 to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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

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

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 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, 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 and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. <u>TERM.</u>

(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 four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant

notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental 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 (the "Term").

4. <u>RENT.</u>

(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 (5th) day of each calendar month in advance (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by

over the Rent paid during the previous five (5) year term.

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 Tenant's 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 Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

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

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

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

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

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

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

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

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to

Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent 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.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

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 those 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 date of this Agreement, 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 (or any claims in respect of the foregoing), costs or expenses (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, 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 (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

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

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this

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

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, 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, 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 of this Agreement 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 indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense 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 indemnifications of 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 substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

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

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

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit. Not withstanding the foregoing, Tenant shall be responsible for the construction, maintenance, and upkeep of any Tenant constructed access road installed on the Property to the Communication Facility.

(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 submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. 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 forty-five (45) days of receipt of the usage data and required forms. 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.

(c) Landlord hereby grants to any 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 companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the 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) nonpayment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement 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 of this Agreement 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'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 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. <u>NOTICES</u>. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:	New Cingular Wireless PCS, LLC
	Attn: Network Real Estate Administration
	Re: Cell Site #KYL03688; Cell Site Name: Woodbury (KY)
	Fixed Asset No.: 13800718
	575 Morosgo Drive NE
	Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site #KYL03688; Cell Site Name: <u>Woodbury (KY)</u> Fixed Asset No.: 13800718 208 S. Akard Street Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord:	Tim Colter
	494 Barren River 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 as provided herein.

18. <u>CONDEMNATION</u>. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) 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 prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata 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 the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. <u>WAIVER OF LANDLORD'S LIENS</u>. 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. <u>TAXES</u>.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for 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. 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 within such time period, 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 from 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 Tenant may deem appropriate. 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 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following 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 tax addresses changes by

notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration -- Taxes Re: Cell Site #KYL03688; Cell Site Name: <u>Woodbury</u>(KY) Fixed Asset No: 13800718 575 Morosgo Drive NE Atlanta, GA 30324

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

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(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 subsection (b) to Tenant. Until Tenant receives all such documents, 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.

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

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

23. <u>RENTAL STREAM OFFER.</u> If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If

Landlord attempts to assign or transfer Rent payments without complying with this Section, the 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.

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 or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, 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 or Short Form 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 this 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.

(1) **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 without limitation, 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.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]

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

"LANDLORD"

Timmy Colter and Tina Colter

By: Tim Cath Print Name: ______ Timmy Colter Its: Owner Date: 2-20una By: Print Name: Tina Colter Its: Owner Date: 2-20-17

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY)

) ss:

COUNTY OF BUTLER)

On the $2-\infty$ day of $\sqrt{-e\beta}$, 2017 before me, personally appeared Timmy Colter and Tina Colter, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Starry Public: Starry Sauce My Commission Expires: 1-15-18

"TENANT" New Cingular Wireless PCS, LLC, a Delaware limited liability company By: AT&T Mobility Corporation Its: Manager By: I Groude Print Name: Russell Barakat Its: Area Manager - TN/KY Date: 2

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

)) ss:)

COUNTY OF JEFFERSON

On the <u>l</u> day of <u>Mayy</u>, 2017, before me personally appeared Russell Barakat and acknowledged under oath that he is the Area Manager – TN/KY 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.



Kath U. M. M. Lawshlin Notary Public: Kathy U. M. Lawshlin My Commission Expires: (0.26.2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page __1_ of _2__

to the Option and Lease Agreement dated \underline{May} , 2017, by and between Timmy Colter and Tina Colter, 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 158, Pg. 71

Beginning at an iron pin in the west right of way of the Barren River Road, Highway #403; thence S 12 degrees 0' W along said right of way 245 feet to an iron pin; thence S 87 degrees 0' W 206 feet to a stone; thence due S 532 feet to a red oak; thence S 81 degrees 0' W 189 feet to an ash; thence S 87 degrees 0' W 341 feet to an iron pin; thence S 87 degrees 0' W 225 feet to a red oak; thence N 11 degrees 0' E 907 feet to a stone; thence N 19 degrees 0' E 440 feet to a stone; thence S 87 degrees 0' E 340 feet to an iron pin; thence S 34 degrees 30' E 618 feet to the beginning point, containing 21.75 acres as surveyed on June 7, 1976, by Hillery Johnson, Jr., Butler County Surveyor.

Being the same property conveyed to Johnny Colter and his wife, Sandy Colter, from Horace C. Finney and his wife, Louise M. Finney, by deed dated May 25, 1979, of record in Deed Book 103, Page 94, Butler County Court Clerk's Office. The said Johnny Colter died on or about 2/2/97, and by the terms of the survivorship deed titled vested to Sandy Colter.



EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff Landlord, Lessee, Licensee Street Address City, State, Zip

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.

This Calt Landlord Signature

EXHIBIT J NOTIFICATION LISTING

Woodbury - Notice List

COLTER TIMMY 494 BARREN RIVER RD MORGANTOWN KY 42261

TOWE KATHERINE M 141 GILSTRAP RD MORGANTOWN KY 42261

GRAHAM BOBBIE JEAN & LINDSAY 4667 WOODBURY LOOP MORGANTOWN KY 42261

NEIGHBORS VIRGINIA % JOYCE FLENER 1435 MCKENDREE CHAPEL RD MORGANTOWN KY 42261

LAWRENCE WILLIAM & LAURA P O BOX 12 MORGANTOWN KY 42288

U S POST OFFICE MORGANTOWN KY 42288

KLAAS LEROY J & BETTY E P O BOX 16 MORGANTOWN KY 42288

DODSON MICHAEL & VIDA MAE 670 BARREN RIVER RD MORGANTOWN KY 42261

HOUSE JOHNNY 253 BARREN RIVER RD MORGANTOWN KY 42261

BUTLER CO COURTHOUSE PO BOX 626 MORGANTOWN KY 42261

PHELPS HARRY & TAMMY 1457 SOUTH MARBLEWOOD DR MARBLEHEAD OHIO 43440

WEBSTER LARRY & BETTY PO BOX 56 WOODBURY KY 42288

SAM MOORE FARMS LLC 1073 MOORETOWN RD MORGANTOWN KY 42261

SEABOLT REDA FORBES 521 EG NASH RD ROUNDHILL KY 42275

COSTELLO COLUMBUS K & ELIZABETH A 582 BARREN RIVER RD MORGANTOWN KY 42261

COSTELLO CHARLES H 668 BARREN RIVER RD MORGANTOWN KY 42261

COSTELLO STEVIE 626 BARREN RIVER RD MORGANTOWN KY 42261

COLEMAN CONTRACTING INC 264 VETERANS WAY 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: Woodbury

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 494 Barren River Road, Morgantown, Kentucky (37°10'39.22" North latitude, 86°38'08.63" West longitude). The proposed facility will include a 305-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 Butler County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site <u>or</u> contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the 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 2017-00370 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 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:

- Beginning at the offices of the Butler County Judge Executive, 110 North Main Street, Morgantown, Kentucky start out going northeast on N Main St toward W Ohio St.
- 2. Take the 1st right onto E Ohio St.
- 3. Take the 2nd right onto S Hobson St.
- 4. Turn left onto E Porter St/KY-403. Continue to follow KY-403.
- 5. Turn right onto Woodbury Loop/KY-403.
- 6. Take the 3rd right to stay on Woodbury Loop/KY-403.
- 7. Stay straight to go onto Barren River Rd.
- 8. Arrive at 494 Barren River Rd, Morgantown, KY.
- The site coordinates are 37°10'39.22" North latitude, 86°38'08.63" West longitude).



Prepared by: Robert W. Grant Pike Legal Group PLLC 1578 Highway 44 East, Suite 6 PO Box 369 Shepherdsville, KY 40165-0369 Telephone: 502-955-4400 or 800-516-4293 EXHIBIT L COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

Hon. David Fields Butler County Judge Executive P.O. Box 626 Morgantown, KY 42261

RE: Notice of Proposal to Construct Wireless Communications Facility Kentucky Public Service Commission Docket No. 2017-00370 Site Name: Woodbury

Dear Judge Fields:

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 494 Barren River Road, Morgantown, Kentucky (37°10'39.22" North latitude, 86°38'08.63" West longitude). The proposed facility will include a 305-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.

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 2017-00370 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:

- Beginning at the offices of the Butler County Judge Executive, 110 North Main Street, Morgantown, Kentucky start out going northeast on N Main St toward W Ohio St.
- 2. Take the 1st right onto E Ohio St.
- 3. Take the 2nd right onto S Hobson St.
- 4. Turn left onto E Porter St/KY-403. Continue to follow KY-403.
- 5. Turn right onto Woodbury Loop/KY-403.
- 6. Take the 3rd right to stay on Woodbury Loop/KY-403.
- 7. Stay straight to go onto Barren River Rd.
- 8. Arrive at 494 Barren River Rd, Morgantown, KY.
- The site coordinates are 37°10'39.22" North latitude, 86°38'08.63" West longitude).



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

EXHIBIT M COPY OF POSTED NOTICES

SITE NAME: WOODBURY 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 2017-00370 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 2017-00370 in your correspondence.



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

VIA TELEFAX: 270-526-3111

The Butler County Banner – Green River Republican Attn: Public Notice Ad Placement 120 E. Ohio Street Morgantown, KY 42261

RE: Legal Notice Advertisement Site Name: Woodbury

Dear Butler County Banner - Green River Republican:

Please publish the following legal notice advertisement in the next edition of *The Butler County Banner – Green River Republican*:

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 at 494 Barren River Road, Morgantown, Kentucky (37°10'39.22" North latitude, 86°38'08.63" 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 2017-00370 in any correspondence sent in connection with this matter.

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

Sincerely, Robert W. Grant Pike Legal Group, PLLC EXHIBIT N COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.178083 Lon: -86.635929 Radius: .5 miles Woodbury Search Area