

**JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM
COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT**

THIS COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT ("Agreement") is entered into effective on the date of the last party to execute this Agreement ("Effective Date"), by and between the **Board of Education of Jefferson County, Kentucky**, operating under the name **Jefferson County Public Schools ("JCPS")** and **Powertel/Memphis, Inc.**, a Delaware corporation, successor-in-interest to Powertel/Kentucky, Inc. (together with its successors and permitted assigns, "Licensee").

RECITALS

WHEREAS, JCPS and Licensee entered into that certain **Jefferson County Public School System Agreement for Use of Tower Space** dated **August 13, 2002** (the "Prior Agreement") whereby JCPS licensed to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Prior Agreement (collectively, the "Site"), that are a portion of the property located at Louisville Male High School, 4409 Preston Highway, Louisville, Kentucky 40213 (the "Property"). The Prior Agreement annexed Proposal No. M-965-5656 issued by JCPS, which established the terms and conditions for the grant by JCPS to Licensee for the use of space on towers or other structures owned or controlled by JCPS for the placement of Licensee's wireless communications equipment in or on such towers or structures (the "Proposal").

WHEREAS, the Prior Agreement shall terminate and be of no further force and effect as of the Effective Date of this Agreement; and

WHEREAS, JCPS and Licensee hereby acknowledge and agree that the Prior Agreement was in full force and effect up and until the Effective Date of this Agreement and that despite the expiration of the designated term thereof, the Prior Agreement continued in full force and effect as a holdover license arrangement until the Effective Date of this Agreement and neither JCPS nor Licensee, as of the Effective Date of this Agreement, is in breach under the terms of the Prior Agreement; and

WHEREAS, Licensee has continued to pay JCPS the monthly fee payments due under the Prior Agreement from August 13, 2013 through the Effective Date of this Agreement under the holdover license arrangement described above; and

WHEREAS, JCPS desires to grant Licensee the right to use the space at the Site described on the Site Designation Form attached as Exhibit A to this Agreement. Exhibit A also describes the JCPS structure (the "Structure") on the Site; the unmanned radio communications equipment and related telecommunications activities of Licensee (the "Communications Facility") for which the Site will be used by Licensee; the initial payment to be paid by Licensee (the "Initial Payment"); and the annual license payment by Licensee (the "Annual Fee").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Site Number: 9LV0173A
Site Name: Male

AGREEMENT

1. **SPECIFICATIONS.** Licensee shall comply with certain prohibitions, requirements and technical-specifications (collectively, the “**Specifications**”). A copy of the Specifications is attached hereto as Exhibit C. To the extent any provision of this Agreement (including exhibits) conflicts with the Specifications, the provision of this Agreement shall control.

2. **REGULATORY COMPLIANCE.** During the term of this Agreement, Licensee will comply with all federal, state and local laws, orders, ordinances and regulations applicable to Licensee’s access to and use of the Site.

3. **NON-INTERFERENCE.** The Communications Facility will not interfere with the educational operations of JCPS or with any communications equipment of JCPS or any other person or entity located at the Site on the date of Licensee’s original installation. JCPS will not permit the installation on the Site after such installation date of any equipment that: (a) results in technical interference problems with the Communications Facility, or (b) prevents Licensee from exercising the rights of access to the Site granted to Licensee under Sections 10 and 14 of this Agreement. Subject to Section 22, such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. Subject to Section 22, in the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

4. **COOPERATION.** JCPS will use commercially reasonable efforts to cooperate with Licensee, at Licensee’s expense, to assist Licensee to obtain any licenses, permits or government approvals that are required for Licensee to use the Site.

5. **TERM.** The initial term of this Agreement is five (5) years commencing on the Effective Date (the “**Commencement Date**”). The term will renew automatically for one (1) additional five (5)-year renewal term (the “**Renewal Term**”), unless JCPS or Licensee provides written notice of nonrenewal to the other party at least sixty (60) days before the end of the initial term. This Agreement may be renewed for one or more additional terms after the end of such Renewal Term, upon written agreement of the parties.

6. **TERMINATION BY JCPS.** In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement on sixty (60) days prior written notice of termination without further liability if JCPS determines that the Communications Facility unreasonably interferes with any equipment of JCPS or any equipment of any other licensee that was located on the Site prior to the date of Licensee’s original installation and Licensee has failed to resolve such interference to the reasonable satisfaction of JCPS in a reasonable time (which in no event will be less than sixty (60) days) following receipt of written notice of interference. Should JCPS determine the need to remove the Structure due to renovations or expansion of a school or other JCPS-owned building, this Agreement shall be cancelled one hundred eighty (180) days after notice from JCPS to Licensee, and the prorated

Annual Fee for the remainder of that year of the term will be returned by JCPS to Licensee. However, if JCPS determines that there is an option to relocate the Structure on the same campus in a location acceptable to JCPS and Licensee, the Licensee may at its option relocate the Structure and all communications equipment in or on the Structure, whether owned by Licensee or JCPS or any other licensee, in a manner and at such times approved by JCPS and such other licensees, at Licensee's sole expense, in which case this Agreement shall not be cancelled. Licensee shall also have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property during a relocation period in order for Licensee to maintain service or in the event of termination due to renovations or expansion, in which case such cell-on-wheels or other temporary antenna facility may remain on the Property for up to twelve months from the Structure removal date. JCPS shall cooperate with the placement of the temporary facility at a mutually acceptable location.

7. **TERMINATION BY LICENSEE.** In addition to any other applicable rights or remedies hereunder or otherwise available, Licensee may terminate this Agreement on sixty (60) days prior written notice without further liability if (1) Licensee cannot obtain or loses through no fault of Licensee any permit, license or approval required for Licensee's use of the Site, (2) it is determined by a court of competent jurisdiction that JCPS does not own or control the Site, (3) any portion of the Site or the Communications Facility is damaged or destroyed through no fault of Licensee, or is condemned or transferred in lieu of condemnation; or (4) if Licensee determines that the Property or the Communications Facility is inappropriate or unnecessary for Licensee's operations for economic or technological reasons.

8. **PAYMENT OF INITIAL PAYMENT AND ANNUAL FEE.** Notwithstanding any contrary provisions in Exhibit A, the Initial Payment is due within thirty (30) days of the Effective Date of this Agreement, and again on the first day of a Renewal Term. The Annual Fee is due within thirty (30) days of the Effective Date of this Agreement, and again on each subsequent anniversary of the Commencement Date. Where duplicate Annual Fee payments would occur due to the holdover license fee arrangement mentioned above, a corollary credit shall be applied by JCPS for any prepayment of the Annual Fee by Licensee applicable to the month that contains the Effective Date. The Annual Fee will be prorated for any fractional year. The Initial Payment and the Annual Fee are payable to JCPS at the address in Section 32.

9. **INTEREST; LATE ANNUAL FEE.** If any Initial Payment or any Annual Fee is not paid within thirty (30) business days of when due, Licensee shall pay to JCPS a late fee of One Hundred Fifty and no Dollars (\$150.00), plus interest after the due date until paid at the current prime interest rate of PNC Bank.

10. **APPROVED COMMUNICATIONS FACILITY.** Licensee may use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, the Communications Facility, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources, related equipment and structures and, if applicable to the Site, an antenna support structure only for the Communications Facility, which such Communications Facility is specified on Exhibit A and Exhibit B attached hereto and made part hereof. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Structure. In such case, Licensee shall provide a detailed plan of the necessary equipment and ground space,

including any necessary utility easements. The plan for the use of such equipment and ground space shall be set forth on Exhibit B attached hereto and made part hereof. To the extent any provision of this Agreement conflicts with any provision in the plan for the use of such equipment and ground space set forth on Exhibit B, the provision of this Agreement shall control.

Prior to any material alteration of the Communications Facility by Licensee, JCPS shall approve Licensee's plans for alteration, such approval not to be unreasonably withheld, conditioned or delayed. JCPS shall signify approval by signing off on the final construction drawings and shall signify disapproval by sending Licensee written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for JCPS's objections and what Licensee must do to make the drawings approvable by JCPS. JCPS further agrees to cooperate with Licensee so that Licensee can modify the final construction drawings for JCPS's reasonable approval as provided above. JCPS shall have ten (10) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved.

All installation and alteration work shall be designed by a licensed structural engineer, performed at Licensee's expense in a good and workmanlike manner and in accordance with applicable building uses, and shall not adversely affect the structural integrity or maintenance of the Site or the Structure.

JCPS grants Licensee a non-exclusive right of vehicular and pedestrian access to the Site for the purposes stated above, for placement of an underground grounding system, and for access to the appropriate source of electric, telephone and other utilities, in the reasonable discretion of Licensee.

11. **LIENS.** Licensee shall keep the Site and the Structure free from any liens arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee.

12. **POSSESSION.** Licensee (1) accepts the Site and the Structure AS IS, with all faults, for the purposes for which the same is licensed, and (2) waives any claims against JCPS in respect of defects in the Site or the Structure, unless expressly provided hereunder, or if resulting from the willful act or omission of JCPS, its employees, agents or contractors.

13. **UTILITIES.** Licensee may at its expense obtain electric, telephone and any other utility service (including, but not limited to, the installation of emergency power generators) that is necessary for the operation of the Communications Facility. Licensee has installed a separate meter under the Prior Agreement at the Site and shall continue to use said meter and be responsible for all utilities charges used by Licensee.

14. **ACCESS.** Access to the Site for non-emergency visits for the purposes stated above will be Monday through Saturday, 7 am to 7 pm. In an emergency, Licensee will have immediate access to the Site at any time, after first giving telephone notice to the JCPS Manager of Real Estate or his designee at the following telephone number: (502) 485-3462.

15. TAXES AND OTHER CHARGES. Licensee will pay all taxes and other charges imposed by any federal, state or local authority attributable solely to the Communications Facility. Licensee will not be responsible for any other taxes or charges attributable to the Site or the Structure. If JCPS receives notice of any personal property or real property tax assessment against JCPS, which may affect Licensee and is directly attributable to Licensee's installation, JCPS shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of JCPS and/or Licensee. Further, JCPS shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 15.

16. REQUIRED INSURANCE OF LICENSEE. Licensee shall, during the term of this Agreement and at Licensee's expense, keep in force not less than the following insurance with reputable national insurers:

Property Insurance: coverage for fire, extended coverage, vandalism, and malicious mischief, for not less than ninety percent (90%) of the full replacement cost of the Communications Facility.

Commercial General Liability Insurance: operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, for not less than Five Million Dollars (\$5,000,000) combined single limit per occurrence (bodily injury, personal injury and property damage liability). The limit required above may be satisfied through the combination of primary and excess liability policies. Licensee shall include JCPS as an additional insured on its Commercial General Liability Insurance.

Workers' Compensation and Employer's Liability Insurance to meet statutory requirements.

The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

Certificates of insurance will be delivered to JCPS no later than the Effective Date. All policies shall require insurers to notify JCPS in writing not less than thirty (30) days before any cancellation.

17. INDEMNIFICATION. Licensee will indemnify JCPS and save it harmless from and against any and all claims, actions, damages, liability and expense arising from or out of:

[1] any occurrence in, upon or at the Site or the Structure caused by the act or omission of Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers (collectively, "**Agents**"), unless caused by the willful act or omission of JCPS or its Agents; or

[2] any occurrence caused by the violation of any law, regulation or ordinance applicable to Licensee's use of or presence on the Site or the Structure of Licensee or its Agents.

18. ASSIGNMENT BY LICENSEE. Licensee may assign or sublicense this Agreement to any affiliate of Licensee; any partnership, venture or new corporation formed by Licensee; or any purchaser of substantially all of the assets of Licensee. For purposes of the foregoing provision, "affiliate" means any entity that wholly owns Licensee, any entity that is wholly owned by Licensee, or any entity that is wholly owned by either such entity. Any other assignment, sublicense or other transfer shall be void unless approved in writing by JCPS, such approval not to be unreasonably withheld, conditioned or delayed.

19. REPAIRS - LICENSEE'S OBLIGATION. Licensee shall, at all times during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Communications Facility as are required to keep the Structure in a structurally safe and sound condition, including periodic inspections and maintenance of the Communications Facility (including without limitation any of Licensee's ground space equipment). If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required, then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS' actual costs of the repairs, plus overhead provided JCPS supplies documentation evidencing said costs.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee shall make such repairs within twenty-four (24) hours after telephone notice to Licensee from the JCPS Manager of Real Estate. If Licensee does not make such repairs within twenty-four (24) hours after such telephone notice has been given, JCPS may make such repairs at Licensee's expense, plus overhead provided JCPS supplies documentation evidencing said costs.

To the extent any provision of this Section 19 conflicts with the Specifications, this Section 19 shall control.

20. REPAIRS - JCPS' OBLIGATION. JCPS shall, during the term of this Agreement, and at JCPS' expense, keep the Site and any improvements located thereon owned by JCPS (or the Jefferson County School District Finance Corporation) in a structurally sound and safe condition subject to the obligations of Licensee for maintenance and repairs to the Communications Facility (including without limitation any of Licensee's ground space equipment) under Section 19 of this Agreement.

21. SURRENDER OF SITE. Upon the termination of this Agreement for any cause, Licensee shall peacefully vacate the Site in good order and condition except for reasonable wear and tear resulting from Licensee's use of the Site. Licensee will remove the Communications Facility, but the Structure and any improvements made by Licensee to the Structure will remain the property of JCPS. Licensee will repair any damage to the Site or the Structure other than such reasonable wear and tear, or any damage caused by removal of the Communications Facility.

22. DEFAULT AND REMEDIES. The occurrence of any one or more of the following events constitutes an "event of default" by Licensee: (1) if Licensee fails to pay any Initial Payment or Annual Fee or any other sum payable by Licensee within thirty (30) days following receipt of written notice from JCPS of the delinquency; (2) if the Site or the Structure

is made subject to any lien arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee, and such lien is not removed within thirty (30) days following receipt of written notice from JCPS of the existence of such lien; (3) if Licensee fails to perform any other term of this Agreement, and such failure continues (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or if no such cure period is expressly set forth in this Agreement applicable to such failure (b) thirty (30) days after written notice from JCPS, except such thirty (30) day cure period will be extended as reasonably necessary to permit Licensee to complete such cure of such failure if Licensee continuously and diligently pursues completion of such cure; (4) if any petition is filed by or against Licensee, under the federal Bankruptcy Code or any similar law (and is not dismissed within ninety (90) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or any similar law; (5) if a receiver, custodian, or trustee is appointed for Licensee or for any of its assets and is not vacated within sixty (60) days; or (6) if Licensee becomes insolvent or makes a transfer in fraud of creditors.

If an event of default occurs, JCPS (without notice or demand except as expressly required above) may seek any remedy available to it at law or in equity, and JCPS may terminate this Agreement, in which event Licensee will immediately surrender the Site to JCPS.

If JCPS is in breach of any representation, warranty or agreement in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee, except such thirty (30) day cure period will be extended as reasonably necessary to permit JCPS to complete the cure of such failure if JCPS continuously and diligently pursues completion of such cure, Licensee may upon thirty (30) days prior written notice to JCPS terminate this Agreement.

23. QUIET ENJOYMENT. JCPS covenants and warrants that Licensee will have the use of the Site for the purposes described in this Agreement, subject to the provisions of this Agreement, during the term of this Agreement.

24. COVENANTS AND WARRANTIES. JCPS warrants that JCPS owns fee simple title, or has a leasehold interest, or has a valid license, to the Site and has rights of access thereto.

Each party represents and warrants to the other that it has power and authority to make this Agreement, that the making and performance thereof will not violate any laws or agreements under which such party is bound, that such party is a duly existing legal entity, and the party is qualified to do business in Kentucky.

25. ENVIRONMENTAL MATTERS

JCPS represents and warrants to Licensee that it has no knowledge of any Environmental Hazards on or affecting the Site. Licensee will not bring to, transport across or dispose of any Environmental Hazards on the Site without JCPS' prior written approval, which approval shall not unreasonably be withheld, except Licensee may keep on the Site substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry.

"Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. **"Hazardous substances"** shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and regulations promulgated thereunder. **"Pollutants"** shall be as defined in the Clean Water Act, and regulations.

Licensee agrees to defend, indemnify and hold harmless JCPS from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, **"Claims"**) including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Environmental Hazards on the Property or the migration of any Environmental Hazards to other properties or the release of any Environmental Hazards into the environment (collectively, **"Actions"**), that relate to or arise from the indemnitor's activities on the Property. This Section 25 shall survive the termination or expiration of this Agreement.

26. **SUBORDINATION AGREEMENT.** This Agreement is subject and subordinate to the lien of all mortgages and deeds of trust which may now exist or hereafter be placed on or against the Site or the interest therein of JCPS or the Jefferson County School District Finance Corporation, without the necessity of having further instruments executed by Licensee to effect such subordination.

27. **ENTIRE AGREEMENT.** This Agreement is the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter.

28. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, is not to be affected and each provision of this Agreement is valid and enforceable to the fullest extent permitted by law.

29. **BINDING EFFECT.** This Agreement will be binding on and inure to the benefit of the respective parties and their successors and permitted assigns.

30. **CAPTIONS.** The captions of this Agreement are inserted for convenience only and are not to be construed as limiting the scope or intent of its provisions.

31. **NO WAIVER.** No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of this Agreement shall waive or lessen any party's right to insist upon strict performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

32. **NOTICE.** Any notice or demand under this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier (with written confirmation of delivery) to the address of other parties set forth below:

JCPS:

Jefferson County Public Schools
3001 Crittenden Drive
Louisville, KY 40209-1104
Attention: Franklin Jones, Manager of Real Estate

LICENSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Property Management
Site # 9LV0173A

with a copy to:

Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232-4020
Attention: Legal Counsel

Any such notice is deemed received one business day following deposit with a reliable overnight courier or five (5) business days following deposit in the mails as required above. JCPS or Licensee may designate any other address by written notice to the other.

33. **GOVERNING LAW.** This Agreement is governed by the laws of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

34. **NO LIENS.** The Communications Facility will at all times be and remain the property of Licensee and will not be subject to any lien or encumbrance created or suffered by JCPS. Licensee has the right to make such public filings as it deems necessary or desirable to evidence Licensee's ownership of the Communications Facility. JCPS waives all JCPS' or landlord's lien on any property of Licensee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of this Agreement, if the Communications Facility is not removed from the Site within sixty (60) days thereafter, any equipment remaining at the Site shall be deemed abandoned, JCPS' waiver of lien shall be voided, and JCPS shall have title to the remaining equipment.

35. **FORCE MAJEURE.** If a party is delayed or hindered in, or prevented from the performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed, such party is excused from such performance of the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

36. **REQUIRED CONSENTS.** JCPS represents and warrants that JCPS has obtained all required consents in connection with entering into this Agreement (including,

Site Number: 9LV0173A
Site Name: Male

without limitation, all master landlord, lender and secured party consents, if applicable). If any other consent, authorization or approval of JCPS is required or requested by Licensee from time to time under the Agreement, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

37. RECORDING OF DOCUMENTS. JCPS agrees to cooperate with the recording of a Memorandum of Agreement requested by Licensee under Section 38 (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located. Licensee agrees to cooperate with the recording of a release of a Memorandum of Agreement requested by JCPS under Section 38 (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

38. MISCELLANEOUS. Upon the written request of Licensee, JCPS shall promptly execute and deliver to Licensee a recordable Memorandum of Agreement in the form reasonably acceptable to Licensee and JCPS. Upon the termination or expiration of this Agreement and upon written request of JCPS, Licensee shall promptly execute and deliver to JCPS a recordable release of any Memorandum of Agreement recorded pursuant to the immediately preceding sentence, in the form reasonably acceptable to JCPS. Each party will execute, within twenty (20) days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance.

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IN TESTIMONY WHEREOF, witness the signatures on behalf of each of the parties to this Communications Facility Space License Agreement effective as of the Effective Date, as defined above.

"JCPS":

**BOARD OF EDUCATION OF JEFFERSON COUNTY,
KENTUCKY**

By: _____
Donna M. Hargens, Ed.D.
Superintendent

Date: _____

"LICENSEE":

POWERTEL/MEMPHIS, INC.

By: James B. Walther

Name: _____ James B. Walther
Director, Engineering Network Operations

Title: _____

Date: 11/14/2016

Kelly Dunham 11/10/16
T-Mobile Contract Attorney

EXHIBIT A

SITE DESIGNATION FORM

LICENSEE: Powertel/Memphis, Inc. ("T-Mobile")

DESCRIPTION OF THE SITE: The Site is (i) an old tower located in the courtyard of Male High School on which T-Mobile and at least Sprint are currently collocated on and (ii) certain ground space beneath and surrounding such tower to be used by Licensee as described in the detailed plans attached hereto and incorporated herein as Exhibit B. This Agreement is to extend the term and replace the Agreement made pursuant to Proposal No. M-965-5656.

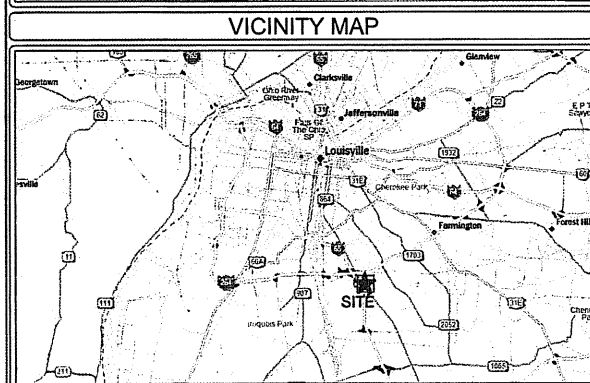
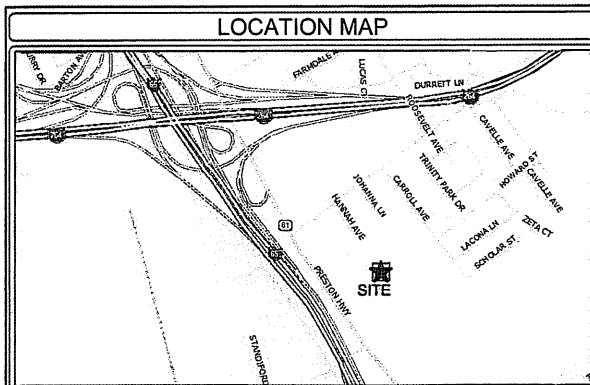
STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE: This is a 110' Self-Support Tower no longer being used by Male High School and has had T-Mobile's equipment installed on it for over ten (10) years.

COMMUNICATIONS FACILITY TO BE PLACED IN OR ON THE STRUCTURE: As of the Effective Date of this Agreement, the Communications Facility consists of equipment placed on the Structure pursuant to the Prior Agreement. The Communications Facility under this Agreement shall consist of such equipment, to be modified, as described in the detailed plans attached hereto and incorporated herein as Exhibit B. In addition to the right to place such equipment on the Structure, T-Mobile shall have the right to use ground space reasonably necessary for placement and operation of T-Mobile's equipment, as described in the detailed plans of such equipment and ground space attached hereto and incorporated herein as Exhibit B.

ANNUAL FEE: Twenty Thousand Six Hundred and No/100 Dollars (\$20,600.00) per year, subject to the following conditions: (1) the Annual Fee shall escalate at One Hundred Three percent (103%) annually on the anniversary of the Commencement Date of this Agreement, and (2) notwithstanding the above, Licensee shall also pay JCPS the Initial Payment of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) payable within thirty (30) days from the Effective Date of this Agreement, and a Two Thousand Five Hundred Dollar (\$2,500.00) payment upon the first day of every five (5) year Renewal Term. These payments will be passed on to Male High School as a donation to be spent on educational activities.

EXHIBIT B
EQUIPMENT AND GROUND SPACE PLAN

[attached hereto]



DIRECTIONS

DIRECTIONS: FROM LOUISVILLE: TAKE I-65 SOUTH TOWARD NASHVILLE. AT EXIT 130, TAKE RAMP RIGHT FOR GRADE LANE TOWARD PRESTON HWY. TURN LEFT ONTO GRADE LN. TURN LEFT ONTO KY-61 / PRESTON HWY. ARRIVE AT SITE ON THE RIGHT.

CODE BLOCK

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

MINIMUM KENTUCKY BUILDING CODES. CONTRACTOR TO VERIFY WITH LOCAL JURISDICTION PRIOR TO CONSTRUCTION FOR ALL APPLICABLE BUILDING CODES.

- 2013 KENTUCKY BUILDING CODE (BASED ON THE 2012 INTERNATIONAL BUILDING CODE)
- 2011 NFPA 70 NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2009 INTERNATIONAL ENERGY CONSERVATION CODE

THE ABOVE IS FOR REFERENCE ONLY AND IS ONLY REPRESENTATIVE OF THE MANY CODES AND STANDARDS CURRENTLY USED IN KENTUCKY. FOR SPECIFIC APPLICATIONS NOT LISTED ABOVE, CONTACT THE DEPARTMENT OF HOUSING, BUILDINGS AND CONSTRUCTION, DIVISION OF BUILDING CODES ENFORCEMENT AT (502) 573-0373 OR REFER TO CHAPTER 35 OF THE KBC.

ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2012 IBC BUILDING CODE.

T-Mobile

L700

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

CONFIG: 701A_GUN

PROJECT SUMMARY

THIS PROJECT INCLUDES THE INSTALLATION OF (3) TMAS ON AN EXISTING MOUNT ON AN EXISTING TELECOMMUNICATIONS TOWER.

SITE NAME: JCPS MALE
SITE NUMBER: 9LV0173A
SITE ADDRESS: 4409 PRESTON HWY
LOUISVILLE, KY 40213
COUNTY: JEFFERSON
JURISDICTION: JEFFERSON COUNTY
SITE COORDINATES: 38° 11' 06.4" (38.18510) N
85° 43' 12.7" (85.72020) W

TOWER OWNER: JEFFERSON COUNTY PUBLIC SCHOOLS OR JEFFERSON COUNTY SCHOOL DISTRICT
P.O. BOX 34020
LOUISVILLE, KY 402132
FINANCE CORPORATION

APPLICANT: T-MOBILE
3800 EZELL ROAD, SUITE 815
NASHVILLE, TN 37211
CONTACT: CHAD CALDWELL
PHONE: 214-244-0958
chad.caldwell1@t-mobile.com



Know what's below.
Call before you dig.

SHEET INDEX

SHEET	DESCRIPTION
T-1	COVER SHEET
GN-1	GENERAL NOTES
C-1	COMPOUND LAYOUT
C-2	EQUIPMENT LAYOUT
C-3	TOWER ELEVATION & ANTENNA PLAN
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REF-1	COLOR CODING
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APPROVALS

TOWER OWNER	DATE
RF	DATE
OPERATIONS MANAGER	DATE
CONSTRUCTION MANAGER	DATE
SITE ACQUISITION MANAGER	DATE

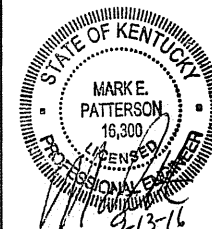
PROJECT CONSULTANTS

	ENGINEERING CONSULTANT: RETEL SERVICES, LLC 2166 PLAINVIEW CENTER POWHATAN, VA 23139 CONTACT: DENNIS SPRINKLE OFFICE: 804-410-3601, EXT 302 EMAIL: dennis@retelservices.com
	CLIENT CONTACT: T-MOBILE ONE RAVINIA DR., SUITE 1000 ATLANTA, GA. 30346 CONTACT: SHAWN BLASSINGILL PHONE: 678-690-3594
CONSTRUCTION MANAGER: TBD	RF ENGINEER: L LOGAN

T-Mobile
3800 EZELL ROAD, SUITE 815
NASHVILLE, TN 37211



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1	08/12/16	FINAL ISSUE	JAE	DWS



SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

**COVER
SHEET**

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: T-1

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTIONS DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY. HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
- B. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY INFORMED THEMSELVES PRIOR TO BIDDING.
- C. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- A. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

1.4 STORAGE

- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- A. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF THE WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK. THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING, AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE.
- B. EXTERIOR: VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER.
1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT AREAS.
2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSE DOWN THE EXTERIOR OF THE STRUCTURE.

1.6 CHANGE ORDER PROCEDURE

- A. NO CHANGE ORDERS ACCEPTED

1.7 SHOP DRAWINGS

- A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
- B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

1.8 PRODUCTS AND SUBSTITUTIONS

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT FOR FABRICATION OR INSTALLATION METHOD TO BE REPLACES BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE OWNER SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

1.9 QUALITY ASSURANCE

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:

ANSI/ISA - 222
INTERNATIONAL BUILDING CODE (IBC)
NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS
UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATIONS (AISC)
LIFE SAFETY CODE NFPA

1.10 ADMINISTRATION

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. SUBMIT A BAR TYPE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME

- BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT THE SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS OF WORK AND SHOWING COMPLETION OF THE WORK SUFFICIENTLY IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
- C. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AND ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
- D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.
- E. PROVIDE WRITTEN DAILY UPDATES ON THE SITE PROGRESS TO THE OWNER.
- F. COMPLETE INVENTORY OF CONSTRUCTION MATERIAL AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- G. NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

1.11 INSURANCE AND BONDS

- A. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGES TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 - SITE WORK

PART 1 SAFETY

1.1 SAFETY IS OF PARAMOUNT CONCERN TO BOTH SITE WORKERS AND THE PUBLIC

- A. CONSTRUCTION WORK PRESENTS UNIQUE THREATS TO HEALTH AND SAFETY. THE CONTRACTOR IS RESPONSIBLE TO EDUCATE THEIR WORK FORCE OF THESE DANGERS AND LIMIT THEIR EXPOSURE TO HAZARDS. THIS EDUCATION SHALL INCLUDE BUT NOT BE LIMITED TO APPLICABLE TRAINING COURSES AND CERTIFICATIONS, PROPER PERSONAL PROTECTIVE EQUIPMENT USAGE, DAILY TAILGATE MEETINGS AND ANY OTHER PREVENTATIVE MEASURES WHICH MAY BE REASONABLY EXPECTED. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND ANY PROPERTY OCCUPANTS WHO MAY BE AFFECTED BY THE WORK UNDER CONTRACT. THE CONTRACTOR SHALL REVIEW LANDOWNER, PRIME CONTRACTOR, CARRIER, OSHA, AND LOCAL SAFETY GUIDELINES AND AT ALL TIMES SHALL CONFORM TO THE MOST RESTRICTIVE OF THESE STANDARDS TO ENSURE A SAFE WORKPLACE.
- B. ALL SAFETY EQUIPMENT SHALL BE INSPECTED ACCORDING TO ALL OSHA AND INDUSTRY SCHEDULED INTERVALS AND ALL INSPECTION SHALL BE DOCUMENTED PER APPLICABLE CODES AND STANDARDS.
- C. TOWER WORK PRESENTS ADDITIONAL THREATS TO HEALTH AND SAFETY. ALL TOWER WORKERS WORKING ON A TOWER MUST BE ADEQUATELY TRAINED AND MONITORED TO ENSURE THAT SAFE WORK PRACTICES ARE LEARNED AND FOLLOWED. AS REQUIRED BY OSHA, WHEN WORKING ON EXISTING COMMUNICATIONS TOWERS, EMPLOYEES MUST BE PROVIDED WITH APPROPRIATE FALL PROTECTION, TRAINED TO USE THIS FALL PROTECTION PROPERLY, AND THE USE OF FALL PROTECTION MUST BE CONSISTENTLY SUPERVISED AND ENFORCED BY THE CONTRACTOR.

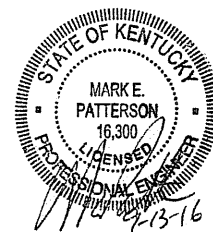
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NASHVILLE, TN 37211

RETEL

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11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHK
A	08/30/16	PRELIMINARY ISSUE	JAE	DWS
0	08/31/16	FINAL ISSUE	JAE	DWS
1	09/12/16	FINAL ISSUE	JAE	DWS



SITE NAME:

JCPS MALE

SITE NUMBER:

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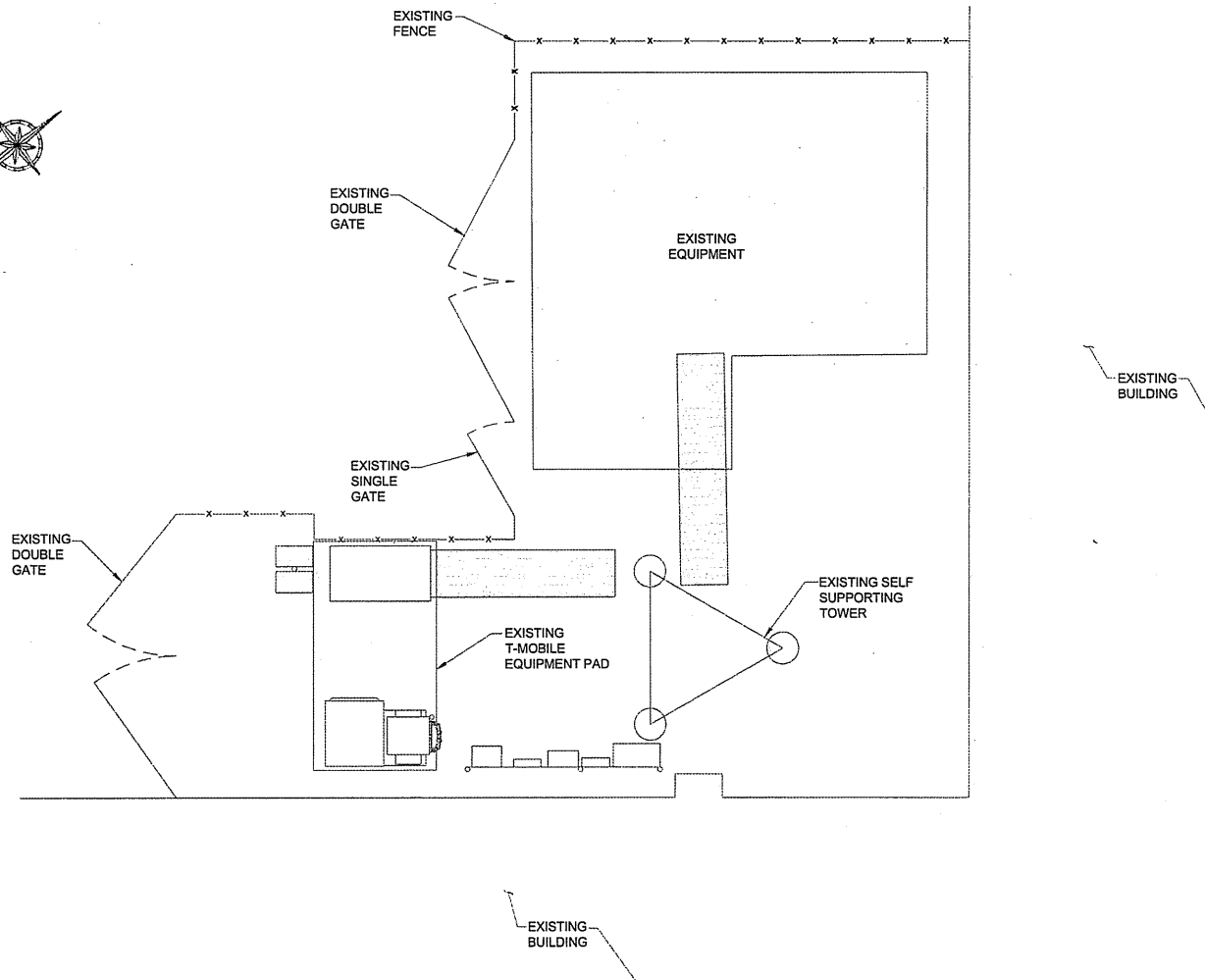
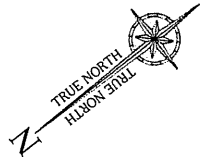
SITE ADDRESS:

**4409 PRESTON HWY
LOUISVILLE, KY 40213**

**GENERAL
NOTES**

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	GN-1

NOTES:
DRAWINGS ARE BASED OFF OF FIELD MEASUREMENTS
AND OBSERVATIONS BY RETEL SERVICES.
CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS
PRIOR TO CONSTRUCTION.



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JCPS MALE

SITE NUMBER:

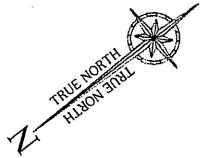
9LV0173A

SITE ADDRESS:

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**COMPOUND
LAYOUT**

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	C-1



EXISTING
DOUBLE
GATE

EXISTING
FENCE

EXISTING
DOUBLE
GATE

EXISTING
SINGLE
GATE

EXISTING
EQUIPMENT

GSM

EXISTING
T-MOBILE
ICE
BRIDGE

EXISTING SELF
SUPPORTING
TOWER

EXISTING
T-MOBILE
EQUIPMENT PAD

EXISTING PLINTH

EXISTING
GPS

EXISTING
COVP

SSC

RADIOS

EXISTING
SMART
JACK

EXISTING
CIENA BOX

EXISTING
DISCONNECT

EXISTING
PPC

EXISTING
TELCO BOX

EXISTING
UTILITY
H-FRAME

EXISTING
BUILDING

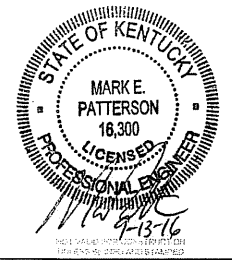
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SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

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**EQUIPMENT
LAYOUT**

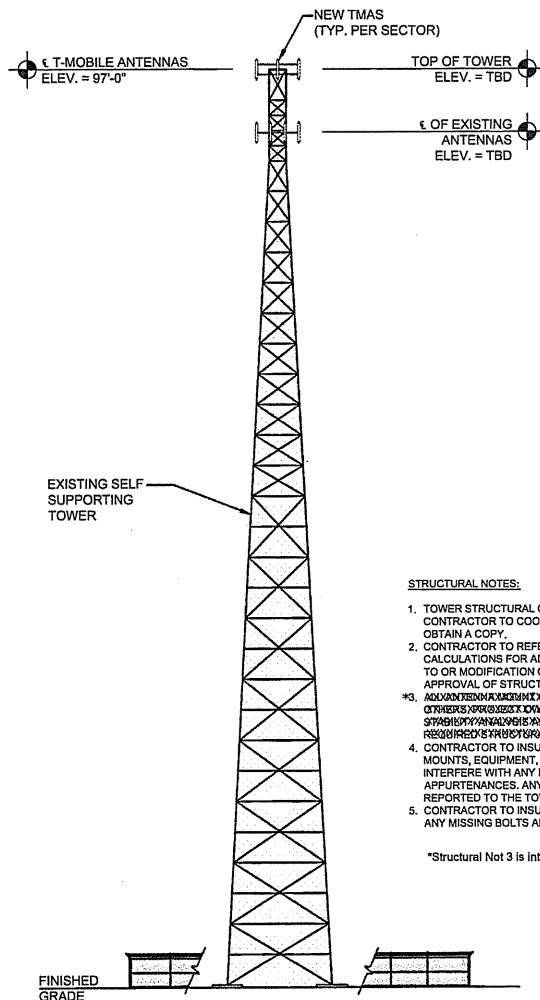
DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: C-2

0' 2' 4' 6'
1" = 2' (11" x 17" SCALE)



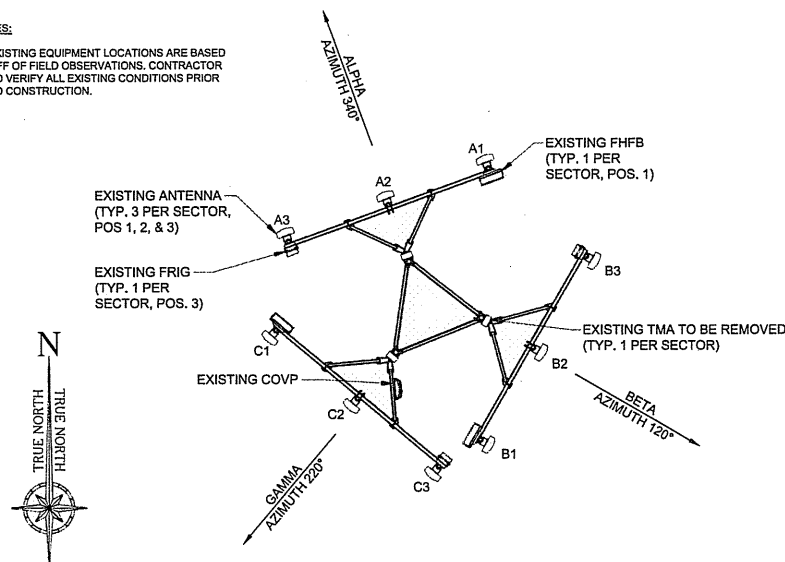
STRUCTURAL NOTES:

1. TOWER STRUCTURAL CALCULATION PREPARED BY OTHERS. CONTRACTOR TO COORDINATE WITH TOWER OWNER TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ATTACHMENT TO OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER, AND TOWER OWNER.
- *3. ~~ADVANTAGE OF TOWER STRUCTURAL CALCULATIONS TO BE USED BY OTHERS FOR SUBMITTALS TO THE TOWER OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY ANALYSIS AND DESIGN DETAILS AND COMPLETE REQUIRED STRUCTURAL NOTIFICATION.~~
4. CONTRACTOR TO INSURE THAT ALL INSTALLED ANTENNAS, MOUNTS, EQUIPMENT, CABLES, AND HARDWARE DO NOT INTERFERE WITH ANY EXISTING TOWER SUPPORTS AND APPURTENANCES. ANY INTERFERENCE SHOULD BE REPORTED TO THE TOWER OWNER IMMEDIATELY.
5. CONTRACTOR TO INSURE ALL BOLTS ARE TIGHTENED AND ANY MISSING BOLTS ARE REPLACED.

*Structural Not 3 is intentionally deleted.

NOTES:

1. EXISTING EQUIPMENT LOCATIONS ARE BASED OFF OF FIELD OBSERVATIONS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

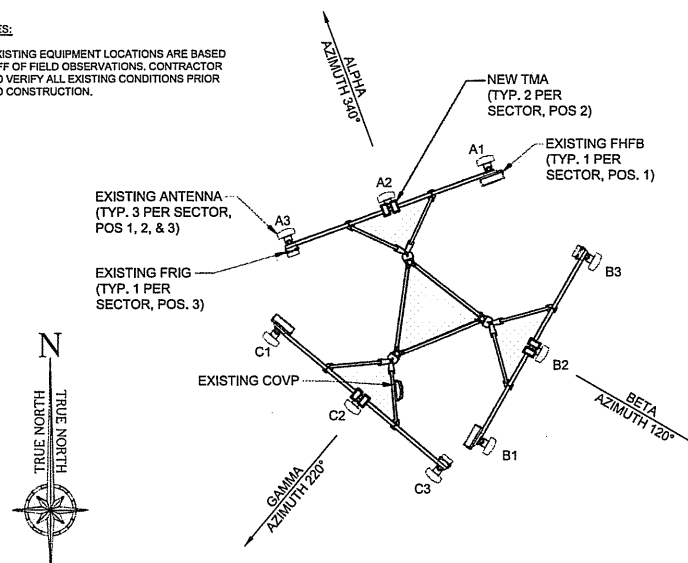


2 EXISTING ANTENNA PLAN

SCALE: N.T.S.

NOTES:

1. EXISTING EQUIPMENT LOCATIONS ARE BASED OFF OF FIELD OBSERVATIONS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION.



3 PROPOSED ANTENNA PLAN

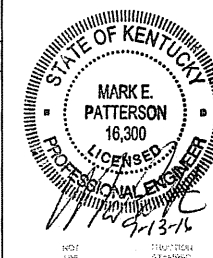
SCALE: N.T.S.

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SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

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LOUISVILLE, KY 40213

TOWER ELEVATION & ANTENNA PLAN

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: C-3

1 TOWER ELEVATION

SCALE: N.T.S.

TOWER EQUIPMENT - 91B_NO U2100 CONFIGURATION - DATED 07/21/2016								
SECTOR	POSITION	ANTENNA MODEL	AZIMUTH	RAD CENTER	RRU MODEL	TMA MODEL	TOWER TOP COVP	CABLES
ALPHA	A3	TMBX-6517-A2M (E)	340°	97°	(1) FRIG (E)	--	(1) LARGE COVP (E)	(1) HIGH CAPACITY HCS - 1.584" (E) (2) LDF7-50 - 1-5/8" COAX (E)
	A2	TMBX-6517-A2M (E)	340°	97°	--	(2) ANDREW - STYLE 2 - ETT19V2S12UB (P)		
	A1	TMBX-6517-A2M (E)	340°	97°	(1) FHFB (E)	--		
BETA	B3	TMBX-6517-A2M (E)	120°	97°	(1) FRIG (E)	--	--	(2) LDF7-50 - 1-5/8" COAX (E)
	B2	TMBX-6517-A2M (E)	120°	97°	--	(2) ANDREW - STYLE 2 - ETT19V2S12UB (P)		
	B1	TMBX-6517-A2M (E)	120°	97°	(1) FHFB (E)	--		
GAMMA	C3	TMBX-6517-A2M (E)	220°	97°	(1) FRIG (E)	--	--	(2) LDF7-50 - 1-5/8" COAX (E)
	C2	TMBX-6517-A2M (E)	220°	97°	--	(2) ANDREW - STYLE 2 - ETT19V2S12UB (P)		
	C1	TMBX-6517-A2M (E)	220°	97°	(1) FHFB (E)	--		

NOTE: (P) DENOTES PROPOSED EQUIPMENT; (E) DENOTES EXISTING EQUIPMENT

NOTES:

1. THE CONTRACTOR SHALL CONFIRM THE EQUIPMENT LIST ABOVE WITH THE FINAL T-MOBILE RFDS PRIOR TO INSTALLATION.
2. ALL EXISTING AND PROPOSED ANTENNA CABLES SHALL BE COLOR CODED PER T-MOBILE INSTRUCTIONS.
3. REFER TO NOKIA SIEMENS NETWORKS EQUIPMENT INSTALLATION STANDARDS FOR ADDITIONAL INFORMATION.
4. REFER TO EQUIPMENT MANUFACTURER'S SPECIFICATION SHEETS FOR ADDITIONAL INFORMATION NOT LISTED ABOVE.
5. ALL COAXIAL CABLES, ALL RET CABLES, AND ALL OPEN SOCKETS SHALL BE WEATHERPROOFED.

91B_NO U2100 TOWER LOADING SUMMARY				
EXISTING QUANTITY	REMOVE QUANTITY	EQUIPMENT TYPE	ADD QUANTITY	TOTAL QUANTITY
9	0	PANEL ANTENNA	0	9
12	6	COAX CABLE	0	6
3	3	TMA	6	6
0	0	FR1A/E	0	0
3	0	FRIG	0	3
0	0	FXFB	0	0
3	0	FHFB	0	3
1	0	HYBRID CABLE	0	1
1	0	COVP	0	1

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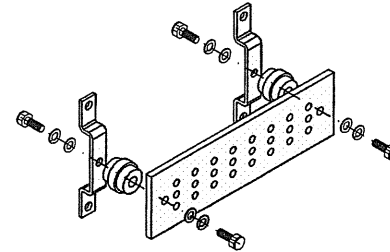
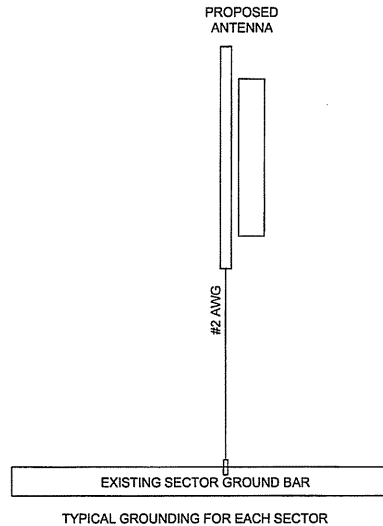
**TOWER LOADING
CHART**

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: C-4



LEGEND:
1 - TINNED GROUND BUSS BAR (HARGER PN TGBIA14420/MTPTP OR EQUAL) STAMPED WITH "PROPERTY OF T-MOBILE DO NOT RECYCLE"

NOTE:
USE EXISTING GROUND BAR WHEN POSSIBLE. INSTALL NEW GROUND BAR ONLY IF NO AVAILABLE LUG HOLES ON EXISTING.

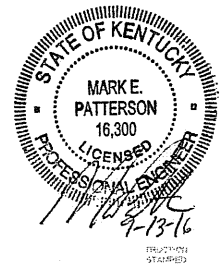
NOTE:
INSULATORS SHALL BE OMITTED AT TOWER BUSS BARS WHEN TOWER IS USED AS GROUND.

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**GROUNDING
DETAILS**

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

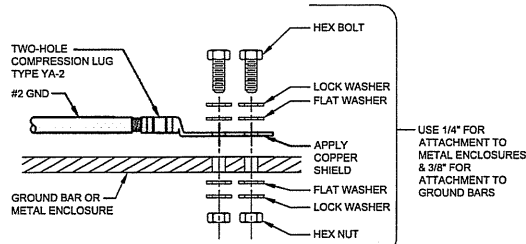
SHEET NUMBER: C-5

1 RF EQUIPMENT GROUNDING SCHEMATIC

SCALE: N.T.S.

2 GROUND BAR DETAIL

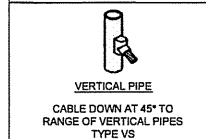
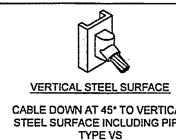
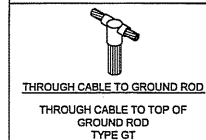
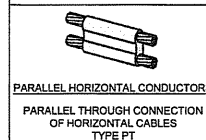
SCALE: N.T.S.



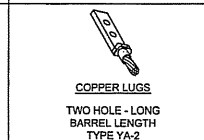
INSTALLATION NOTES:

1. BOLTS, WASHERS, AND NUT SHALL BE STAINLESS STEEL.
2. SELECT BOLT LENGTH TO PROVIDE MINIMUM OF 2 EXPOSED THREADS.
3. BURNISHING MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT.
4. APPLY COPPER SHIELD COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND.
5. ALL METAL ELECTRICAL EQUIPMENT SHALL BE EXTERNALLY GROUNDED TO THE TOWER EGR. (PAINTED METAL SURFACES MUST HAVE SMALL SECTION OF PAINT REMOVED BEFORE INSTALLATION, AND SHALL BE SPRAYED LIGHTLY WITH CLEAR COAT LACQUER FINISH.
6. ALL GROUND LEVEL BUSS BARS TO BE EXOTHERMICALLY WELDED TO THE EXISTING GROUND RING.

CADWELD CONNECTIONS OR APPROVED EQUAL



BURNDY CONNECTIONS OR APPROVED EQUAL



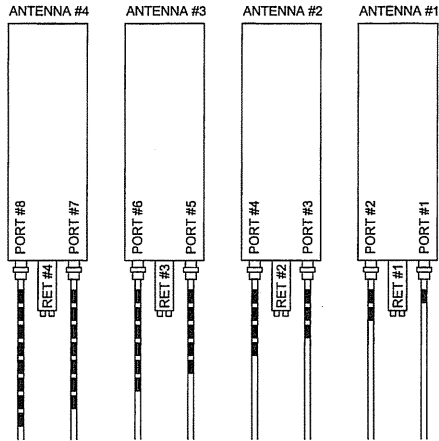
GROUNDING NOTES:

1. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
2. GROUND WIRES SHALL BE BARE, TIN-COATED OR STRANDED.
3. ALL BELOW GRADE GROUND RINGS AND GROUND LEADS SHALL BE #2 AWG SOLID, TINNED BARE COPPER WIRE.
4. ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS.
5. UNLESS PROVIDED WITH A FACTORY SUPPLIED LEAD, ALL CONNECTION TO GROUND BARS SHALL BE BURNDY HYGROUND COMPRESSION LUGS OR EQUAL.
6. ALL EXOTHERMIC WELDS TO BE GALVANIZED OR PAINTED STEEL SHALL BE TO BARE METAL GRIND GALV. FINISH OR PAINT OFF PRIOR TO WELDING. REPAIR GALV. FINISH OR PAINT AS REQUIRED, MATCH PAINT COLOR.
7. ALL LUG CONNECTIONS SHALL BE 2 HOLE LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
8. ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTION SHALL BE STAINLESS STEEL.
9. ALL MECHANICAL CONNECTIONS SHALL HAVE NOALOX OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUG AND FIXTURE.

3 GROUNDING CONNECTIONS

SCALE: N.T.S.

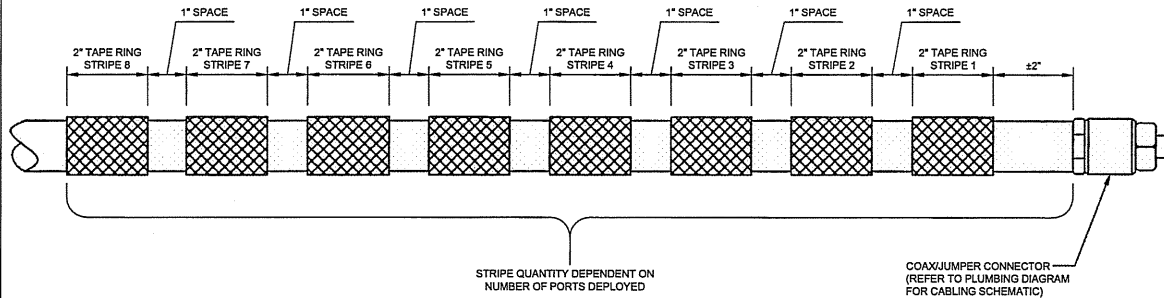
EXAMPLE SECTOR COLOR CODING (ANTENNAS VIEWED FROM BACK)



COLOR CODING SCHEDULE	
DESIGNATION	COLOR
SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN + SECTOR COLOR
FIBER ID	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
PWE T-1'S & GPS - DOWNLINK CABLE	ID W/ LABEL MAKER

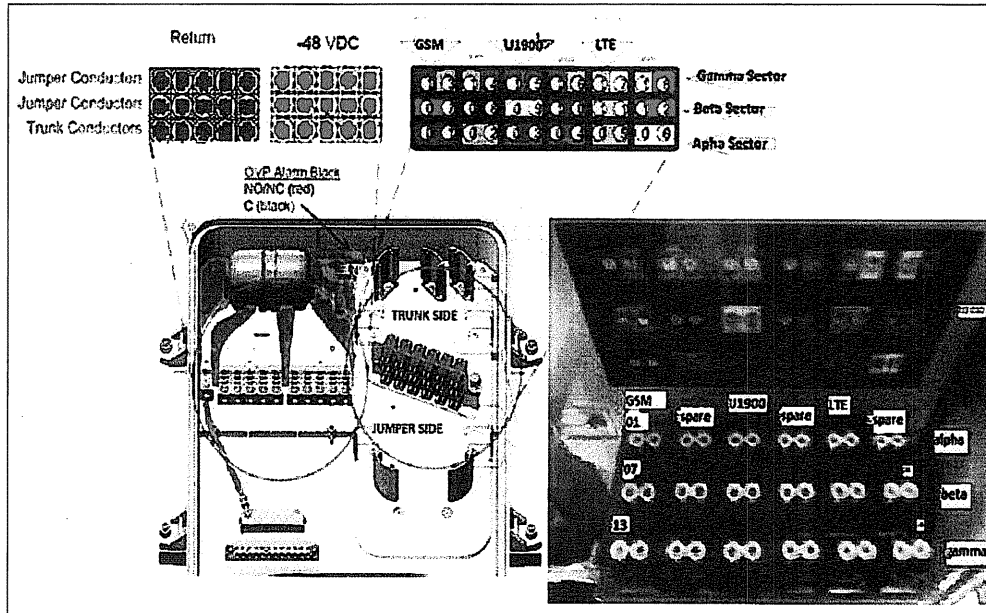
NOTE:

1. ANTENNA PORT NUMBERS/RET NUMBERS SHALL START FROM RIGHT TO LEFT WHEN LOOKING AT BACK OF THE ANTENNAS (FROM LEFT WHEN LOOKING AT THE FRONT OF THE ANTENNAS).
2. REFER TO TABLE ON COLOR CODING DIAGRAM FOR SECTOR COLOR. NUMBER OF COLOR BANDS SHALL MATCH THE PORT NUMBER AS DETERMINED BY NOTE 1.
3. CONTRACTOR SHALL REQUEST A SITE SPECIFIC FIBER AND ANTENNA MATRIX FROM THE T-MOBILE CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.
4. UPON COMPLETION OF SITE WORK, CONTRACTOR SHALL CHECK COLOR CODES PER THE SITE SPECIFIC FIBER AND ANTENNA MATRIX AND LEAVE THE FINAL BUILD COPY ON SITE IN THE SSC CABINET.
5. ALL CABLES SHALL BE MARKED AT THE TOP AND BOTTOM WITH 2" COLORED TAPE OR STENCIL TAG. COLOR TAPE SHALL BE OBTAINED FROM GRAYBAR ELECTRIC.
6. THE FIRST RING SHALL BE CLOSEST TO THE END OF THE CABLE AND SPACED APPROXIMATELY 2" FROM AN END CONNECTOR, WEATHERPROOFING, OR BREAK-OUT CYLINDER. WITH 1" SPACE BETWEEN EACH RING.
7. THE 2" COLORED TAPE(S) SHALL EACH BE WRAPPED A MINIMUM OF 3 TIMES AROUND THE CABLE AND THE TAPE SHALL BE KEPT IN THE SAME LOCATION AS MUCH AS POSSIBLE.



2 CABLE COLOR CODING DETAIL

SCALE: N.T.S.



NOTE:

IN THESE DIAGRAMS THE NUMBERS ARE THE FIBER PATCH PANEL PORT NUMBERS, WITH 01 STARTING AT THE LOWER (BOTTOM) LEFT AND THE UPPER (TOP) RIGHT AS THE HIGHEST PORT NUMBER (18). THE COLORS ARE THE FIBER COLORS. SOME FIBERS MAY BE NUMBERED FROM THE FACTORY, BUT MAY NOT MATCH THE COLORS/NUMBERS INDICATED IN THESE DRAWINGS. CONTRACTOR SHALL MATCH THE FIBER COLORS WITH THE FIBER PATCH PANEL PORT COLORS, NOT THE FIBER NUMBERS (FROM THE FACTORY).

1 COLOR CODING DIAGRAM SCALE: N.T.S.

3 COVP (TOP & BOTTOM) - TOWER SITES

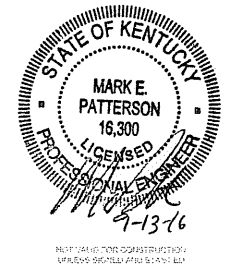
SCALE: N.T.S.

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RETEL

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHK
A	08/30/16	PRELIMINARY ISSUE	JAE	DWS
0	08/31/16	FINAL ISSUE	JAE	DWS
1	09/12/16	FINAL ISSUE	JAE	DWS



SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

COLOR
CODING

DRAWN BY: JAE

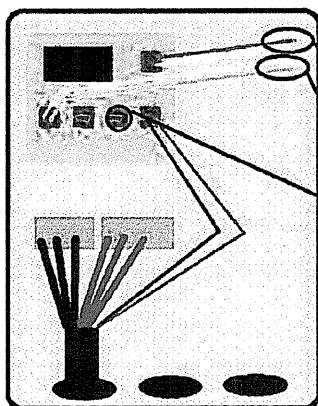
CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: REF-1

COVP		
WHITE/BLUE	TOP ONE ABOVE RELAY	NC
BLUE/WHITE	TOP ONE ABOVE RELAY	C
RED	DISTRIBUTION	NC
BLACK	DISTRIBUTION	C
WHITE/ORANGE	ALARM OUTPUT	NC
ORANGE/WHITE	ALARM OUTPUT	C

Bottom COVP



Bottom COVP. Remove the Red, White, Black jumpers

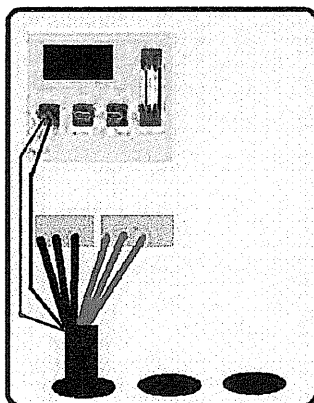
Always use the MCC settings (Normally Closed and Common)

White/Blue pair to F525 pin 9 and common

White/Orange pair to F525 pin 8 and common

Make sure any green block that is unused has a jumper between NC and C

Top COVP



66 BLOCK	DESCRIPTION	ALARM BOX
1A WHITE/BLUE	GEN RUNNING	12
1B BLUE/WHITE	GEN RUNNING	12 GROUND
2A WHITE/ORANGE	ATS IN EMERGENCY POSITION	11
2B ORANGE/WHITE	ATS IN EMERGENCY POSITION	11 GROUND
3A WHITE/GREEN	GEN FAIL TO START	6
3B GREEN/WHITE	GEN FAIL TO START	6 GROUND
13A WHITE/BROWN	LOSS OF SURGE	2
13B BROWN/WHITE	LOSS OF SURGE	2 GROUND

SSC CABINET	ALARM
1 WHITE/BLUE	3
2 BLUE/WHITE	3 GROUND
4 WHITE/BROWN	7
5 BROWN/WHITE	7 GROUND
10 WHITE/ORANGE	4
11 ORANGE/WHITE	4 GROUND
13 WHITE/GREEN	5
14 GREEN/WHITE	5 GROUND
16 WHITE/BLUE 2	10
17 BLUE/WHITE 2	10 GROUND

MAJOR ALARM		
ALARM 1	D12 A	DOOR ALARM VIA DIGITAL INPUT 2
ALARM 2	RFA=1	SINGLE RECTIFIER FAILURE
ALARM 3	RFA>=2	MULTIPLE (2 OR MORE) RECTIFIER FAILURE
ALARM 4	L FUST	LOAD BREAKER ALARM
ALARM 5	B FUST	BATTERY BREAKER ALARM
MINOR ALARM		
ALARM 1	LVDT	LOW VOLTAGE DISCONNECT OPEN ALARM
ALARM 2	D14 A	CABINET FAN ALARM FOR ZONE 2 AND 3 VIA DIGITAL INPUT 4
ALARM 3	C-FANF	CABINET FAN ALARM FOR ZONE 1
ALARM 4	D13 A	HEATER FAILURE VIA DIGITAL INPUT 3
ALARM 5	TBH	HIGH BATTERY TEMPERATURE ALARM
RELAY1 DEFINITION		
RELAY 1-1	D12 A	DOOR ALARM VIA DIGITAL INPUT 2
RELAY 1-2	NO DEFINITION	—
RELAY 1-3	NO DEFINITION	—
RELAY 1-4	NO DEFINITION	—
RELAY 1-5	NO DEFINITION	—
RELAY2 DEFINITION		
RELAY 2-1	RFA=1	SINGLE RECTIFIER FAILURE
RELAY 2-2	RFA>=2	MULTIPLE (2 OR MORE) RECTIFIER FAILURE
RELAY 2-3	OVERLOAD A	RECTIFIER OVERLOAD ALARM
RELAY 2-4	CAPACITY A	RECTIFIER CAPACITY ALARM
RELAY 2-5	NO DEFINITION	—
RELAY3 DEFINITION		
NO CHANGE	NO CHANGE	—
RELAY4 DEFINITION		
RELAY 4-1	MAIN F	AC INPUT FAILURE
RELAY 4-2	NO DEFINITION	—
RELAY 4-3	NO DEFINITION	—
RELAY 4-4	NO DEFINITION	—
RELAY 4-5	NO DEFINITION	—
RELAY5 DEFINITION		
RELAY 5-1	B FUST	BATTERY BREAKDOWN ALARM
RELAY 5-2	LVDT	LOW VOLTAGE DISCONNECT OPEN ALARM
RELAY 5-3	B DIS	BATTERY ON DISCHARGE
RELAY 5-4	TBH	HIGH BATTERY TEMPERATURE ALARM
RELAY 5-5	L FUST	LOAD BREAKER ALARM
RELAY6 DEFINITION		
RELAY 6-1	C-FANF	CABINET FAN ALARM FOR ZONE 1
RELAY 6-2	D14 A	CABINET FAN ALARM FOR ZONE 2 AND 3 VIA DIGITAL INPUT 4
RELAY 6-3	D13 A	HEATER FAILER VIA DIGITAL INPUT 3
RELAY 6-4	TBSF	BATTERY TEMPERATURE SENSOR FAILURE
RELAY 6-5	NO DEFINITION	—

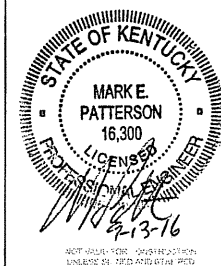
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11490 BLUEGRASS PKWY
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KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY
A	08/30/16	PRELIMINARY ISSUE	JAE CHK
0	08/31/16	FINAL ISSUE	JAE DWS
1	09/12/16	FINAL ISSUE	JAE DWS



SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

**4409 PRESTON HWY
LOUISVILLE, KY 40213**

ALARM CABLING

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: REF-2

7/29/2016

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9LV0173A_1.1_Capacity-L1900

RAN Template: 919_No U2100

AL Template: 919_No U2100

Section 1 - Site Information

Site ID: 9LV0173A

Status: Completed

Version: 1.1

Project Type: Capacity-L1900

Approved: 6/6/2016 1:24:31 PM

Approved By: GSM1900KBlavet

Last Modified: 7/1/2016 12:20:16 AM

Last Modified By: GSM1900LLogan

Site Name: Lynview

Site Class: Self Support Tower

Site Type: Structure Non Building

Structure Type:

Plan Year:

Market: LOUISVILLE

Vendors: Nokia

Landlord: Jefferson County Public Schools

Latitude: 38.18511111

Longitude: -85.72022222

Address: 4409 Preston Highway

City/State: Louisville, KY

Region: CENTRAL

RAN Template: 919_No U2100

AL Template: 919_No U2100

Sector Count: 3

Antenna Count: 9

Cable Line Count: 12

TMA Count: 6

RRU Count: 6

Section 2 - Existing Template Images

Configuration 18.jpg

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1/11

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11490 BLUEGRASS PKWY
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502-437-5292
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY
A	08/30/16	PRELIMINARY ISSUE	JAE DWS
0	08/31/16	FINAL ISSUE	JAE DWS
1	09/12/16	FINAL ISSUE	JAE DWS

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

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DRAWN BY:

JAE

CHECKED BY:

DWS

PROJECT MANAGER:

DWS

SHEET NUMBER:

RFDS-1

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LOUISVILLE, KY 40299
502-437-5252
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHK
A	08/30/16	PRELIMINARY ISSUE	JAE	DWS
0	08/31/16	FINAL ISSUE	JAE	DWS
1	09/12/16	FINAL ISSUE	JAE	DWS

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

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DRAWN BY: JAE

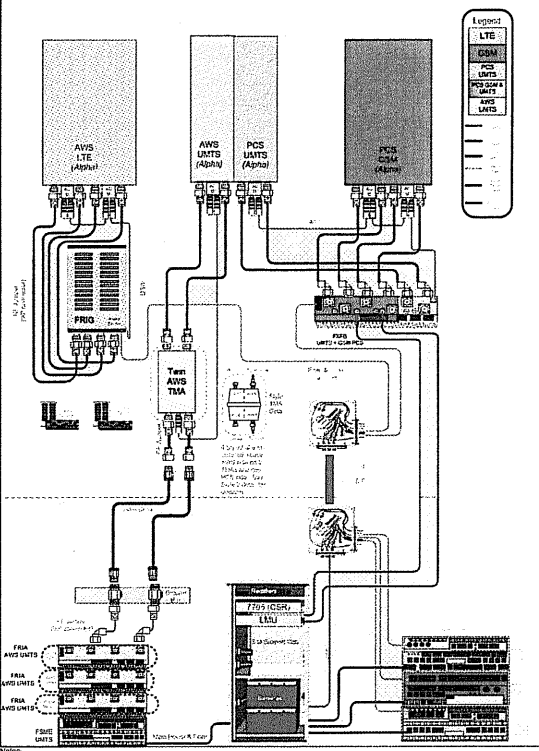
CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-2

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NSN Configuration 1B
Tower-Top RRU for Fragmented PCS Spectrum Markets
(Antenna and cabling of one sector shown for clarity)



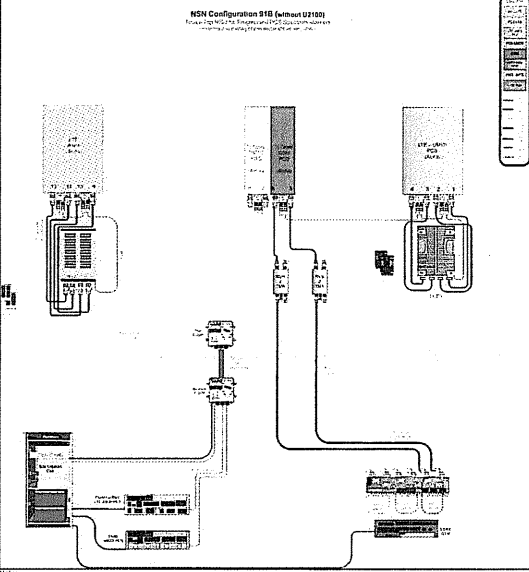
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2/11

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Section 3 - Proposed Template Images

91B_NoU2100_Style2.jpg



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1	09/12/16	FINAL ISSUE	JAE DWS

NOT FOR CONSTRUCTION
THESE DRAWINGS ARE UNPUBLISHED

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

**4409 PRESTON HWY
LOUISVILLE, KY 40213**

RFDS

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-3

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9LV0173A_1.1_Capacity-L1900

RAN Template: 91B_No U2100	ASL Template: 91B_No U2100
-------------------------------	-------------------------------

Section 5 - RAN Equipment

Existing RAN Equipment			
Template: Configuration 1B			
Enclosure	1	2	3
Enclosure Type	(Generic Cabinet)	(Tower Top Mount)	(Auxiliary Equipment)
Baseband	(FSMF) (FSME) (ESMB) (FSUE) (L2100) (U1900) (G1800) (U2100)		
Hybrid Cable System			(NSN High Cap HCS 150A)
Junction Box			(Large COVP (42))
Radio	(FRA (42) (U2100)	(FRG (42) (FXFB (42) (L2100) (U1900) (G1800)	

Proposed RAN Equipment				
Template: 91B_No U2100				
Enclosure	1	2	3	4
Enclosure Type	(Auxiliary Equipment)	(Generic Cabinet)	(Generic Site Support Cabinet)	(Tower Top Mount)
Baseband		(ESMB) (FSMF) (FSME) (G1800) (L2100) (U1900) (L2100)		
Baseband Submodule		(FBBC) (L2100)		
Hybrid Cable System	(NSN High Cap HCS 150A)			
Junction Box	(Large COVP)			(Large COVP)
Power subsystem			(Batteries "Select size") (Breakers "Select size") (CSR 7705 "Select model") (Rectifier Shelf "Select size")	
Radio		(FXFB) (G1800)		(FXFB (42) (FRG (42) (U1900) (L2100) (L2100)

RAN Scope of Work:

L1900 Overlay

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502-437-5252
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY
A	08/30/16	PRELIMINARY ISSUE	JAE DWS
0	08/31/16	FINAL ISSUE	JAE DWS
1	09/12/16	FINAL ISSUE	JAE DWS

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

RFDS

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-4

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RAN Template:
91B_No U2100

A&L Template:
91B_No U2100

9LV0173A_1.1 Capacity-L1900

Section 6 - A&L Equipment

Existing Template: Configuration 1B
Proposed Template: 91B_No U2100

Sector 1 (Existing) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)	
Azimuth	340		340		340	
M. Tilt	-1		-1		-1	
Height	97		97		97	
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	G1900	G1900	L2100	L2100	L2100	L2100
Dark Tech.						
Restricted Tech.						
Decom. Tech.						
E. Tilt	-1	-1	-1	-1	0	0
Cables						
TIAs					Andrew Style 2 - ETT19V2512UB Andrew Style 2 - ETT19V2512UB	
Dispense/ Combiners						
Radio						
Sector Equipment						

Unconnected Equipment:

Scope of Work:

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RAN Template:
91B_No U2100

A&L Template:
91B_No U2100

9LV0173A_1.1 Capacity-L1900

Sector 1 (Proposed) view from front (Note: the images show view from behind)

Coverage Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)	
Azimuth	340		340		340	
M. Tilt	-2		-2		-2	
Height	97		97		97	
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U1900 L1900	U1900 L1900	G1900		L2100	L2100
Dark Tech.						
Restricted Tech.						
Decom. Tech.						
E. Tilt	-2	-2	-1		-1	-1
Cables			1-5/8" Coax - 125 ft. 1-5/8" Coax			
TIAs			Andrew Style 2 - ETT19V2512UB Andrew Style 2 - ETT19V2512UB			
Dispense/ Combiners						
Radio						
Sector Equipment						

Unconnected Equipment:

Cable 1-5/8" Coax Cable 1-5/8" Coax

Scope of Work:

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9LV0173A_1.1 Capacity-L1900

RAN Template: 91B_No U2100	ABU Template: 91B_No U2100
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Sector 2 (Existing) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1	2	3			
Antenna Model	TM80XX-6517-A2M (Quad)	TM80XX-6517-A2M (Quad)	TM80XX-6517-A2M (Quad)			
Azimuth	(120)	(120)	(120)			
M. Tilt	(1)	(1)	(1)			
Height	(97)	(97)	(97)			
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U1900	U1900	G1900	G1900	L2100	L2100
Dark Tech.						
Restricted Tech.						
Decomm. Tech.						
E. Tilt	(3)	(3)	(1)	(1)	(1)	(1)
Cables						
TMA's	Andrew Style 2 - ETT19V2512UB					
	Andrew Style 2 - ETT19V2512UB					
Dispersers/ Combiners						
Radio						
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

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8/11

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9LV0173A_1.1 Capacity-L1900

RAN Template: 91B_No U2100	ABU Template: 91B_No U2100
-------------------------------	-------------------------------

Sector 2 (Proposed) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1	2	3			
Antenna Model	TM80XX-6517-A2M (Quad)	TM80XX-6517-A2M (Quad)	TM80XX-6517-A2M (Quad)			
Azimuth	(120)	(120)	(120)			
M. Tilt	(2)	(5)	(2)			
Height	(97)	(97)	(97)			
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U1900 L1900	U1900 L1900	G1900		L2100	L2100
Dark Tech.						
Restricted Tech.						
Decomm. Tech.						
E. Tilt	(2)	(2)	(1)		(1)	(1)
Cables			1-5/8" Coax - 125 ft. 1-5/8" Coax			
TMA's			Andrew Style 2 - ETT19V2512UB Andrew Style 2 - ETT19V2512UB			
Dispersers/ Combiners						
Radio						
Sector Equipment						
Unconnected Equipment:						
	Cable 1-5/8" Coax	Cable 1-5/8" Coax				
Scope of Work:						

http://rfd.ang t-mobile.com/DataSheet/Printout/11328649

9/11

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RETEL



POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252
KY FIRM PERMIT# 35594

REV	DATE	RECORD OF ISSUE	BY
A	08/30/16	PRELIMINARY ISSUE	JAE / DWS
0	08/31/16	FINAL ISSUE	JAE / DWS
1	09/12/16	FINAL ISSUE	JAE / DWS

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:

4409 PRESTON HWY
LOUISVILLE, KY 40213

RFDS

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-5

7/29/2016

rfd.eng.1-mobile.com/DataSheet/Printout/11328649

9LV0173A_1.1_Capacity-L1900

RAN Template:
91B_No U2100ASL Template:
91B_No U2100

Coverage Type	Sector 3 (Existing) view from front (Note: the images show view from behind)					
Antenna	1		2		3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)	
Azimuth	220		220		220	
M. Tilt	(1)		(1)		(1)	
Height	97		97		97	
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U2100	U1900	L2100	L2100	G1900	G1900
Dark Tech.						
Restricted Tech.						
Deconstr. Tech.						
E. Tilt	(4)	(4)	(1)	(1)	(1)	(1)
Cables	Andrew Style 2 - ETT19V2512UB					
TNAs	Andrew Style 2 - ETT19V2512UB					
Dispersers / Combiners						
Radio						
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

http://rfd.eng.1-mobile.com/DataSheet/Printout/11328649

10/11

7/29/2016

rfd.eng.1-mobile.com/DataSheet/Printout/11328649

9LV0173A_1.1_Capacity-L1900

RAN Template:
91B_No U2100ASL Template:
91B_No U2100

Sector 3 (Proposed) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)	
Azimuth	220		220		220	
M. Tilt	2		2		2	
Height	97		97		97	
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U1900, L1900	U1900, L1900	G1900		L2100	L2100
Dark Tech.						
Restricted Tech.						
Deconstr. Tech.						
E. Tilt	2	2	1		2	2
Cables			1-5' Coax - 125 ft. 1-5' Coax			
TNAs			Andrew Style 2 - ETT19V2512UB Andrew Style 2 - ETT19V2512UB			
Dispersers / Combiners						
Radio						
Sector Equipment						
Unconnected Equipment:						
Cable: 1-58' Coax Cable: 1-58' Coax						
Scope of Work:						

http://rfd.eng.1-mobile.com/DataSheet/Printout/11328649

11/11

T-Mobile3800 EZELL ROAD, SUITE 815
NASHVILLE, TN 37211**RETEL****POD**
POWER OF DESIGN
13490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY
A	08/30/16	PRELIMINARY ISSUE	JAE DWS
0	08/31/16	FINAL ISSUE	JAE DWS
1	09/12/16	FINAL ISSUE	JAE DWS

SITE NAME:

JCPS MALE

SITE NUMBER:

9LV0173A

SITE ADDRESS:4409 PRESTON HWY
LOUISVILLE, KY 40213

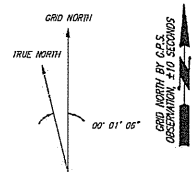
RFDS

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-6



UNDERGROUND UTILITIES
CALL 2 WORKING COPS
BEFORE YOU DIG
DETROIT 1-800-362-5544
INDIANAPOLIS 1-800-752-6001
CHICAGO 1-800-752-1764
UTILITIES PROTECTION SERVICE
NON-EMERGENCY CALLS ONLY

The utility information shown on this plot, provided by FSNAN was obtained from existing records and is by field location. It is the contractor's responsibility to verify their existence and location and protect the appropriate utility whenever the work involves.

NAVD 1983
 LATITUDE: 38° 11' 06.49"
 LONGITUDE: 85° 43' 13.00"
 NAVD 1988
 ELEVATION: 501.85'
 STATE PLANE COORDINATE SINGLE ZONE
 (BLUE MARBLE GEOGRAPHIC
 CALCULATOR VERSION 3.0)
 NORTHING: 3955107.56
 EASTING: 4929776.60

UTILITY COMPANY: LG&E
IDENTIFICATION #: N/A

NORTH: 3955116.61
EAST: 4929858.87
ELEVATION: 500.41'
LOCATION: BEING A SET MAG NAIL 64'
EAST OF THE NORTHEAST CORNER
OF THE TOWER COMPOUND FENCE

- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL TRAFFIC POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- F.P. FENCE POST
- SPOT ELEVATION

EG	EDGE OF GRAVEL
EP	EDGE OF PAVEMENT
ROW	RIGHT OF WAY
E	CENTERLINE
RCF	REINFORCED CONCRETE PIPE
CGC	CONCRETE
CMP	CORRUGATED METAL PIPE
R	SUBJECT PROPERTY LINE
TC	TOP OF CURB
BC	BOTTOM OF CURB
PGB	POINT OF BEGINNING
IPC	IRON PIN CAPPED

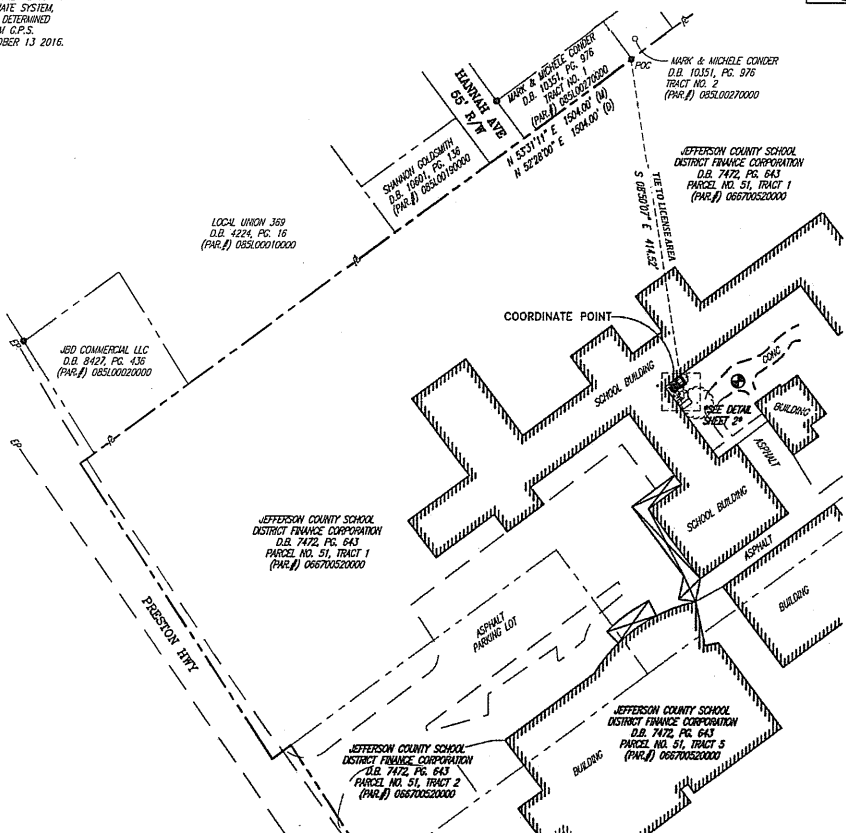
—E—E—E—	OVERHEAD ELECTRIC
—G—G—G—	UNDERGROUND GAS LINE
—W—W—W—	UNDERGROUND WATER LINE
—E/T—E/T—E/T—	OVERHEAD ELECTRIC & TELEPHONE LINE
—T—T—T—	OVERHEAD TELEPHONE LINE
—D—D—D—	DRAINAGE/STORM SEWER LINE
—X—X—X—	EXISTING FENCE
—XX—XX—XX—	PROPOSED FENCE
— — — — —	SUBJECT PROPERTY BOUNDARY

NOTE: SYMBOLS, ABBREVIATIONS, OR LIFESTYLES DO NOT NECESSARILY
APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE

SOURCE OF BEARING IS A G.P.S. OBSERVATION ON OCTOBER 13 2016.
SITE SHOWN SUBJECT TO RIGHT OF WAYS AND EASEMENTS SHOWN
HEREON OR NOT.
SOURCE OF LOTATION BASED ON THE NORTH PROPERTY LINE OF THE
JEFFERSON COUNTY SCHOOL DISTRICT FVANCE CORPORATION WHICH HAS
THE BEARING OF N 52°08' E PER DEED BOOK 7472, PAGE 843, AND
THE CALCULATED BEARING OF N 53°31'11" E.
NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM
TO DETERMINE ANY DEFECTS AND/OR ANTIQUITIES IN THE TITLE OF
THE PARENT TRACT.
THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.
EXISTING CONTOURS ARE AT ONE FOOT INTERVALS.

NOTE: "I SURVEY: UNOBTAINED ADVERSE CLOSURE EITHER THAN 10 10,000
TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED
I hereby certify that the plat and survey, were made under my
supervision, and that the angular and linear measurements,
as witnessed by monuments shown hereon, are true and correct
to the best of my knowledge and belief.
This survey does not violate or exceeds the minimum standards
of the governing authorities.
This property is subject to any recorded easements or right
of ways not shown hereon.

Frank L. Seiffert 11-2-16
Frank L. Seiffert, Jr. Ky. Reg. No. J282

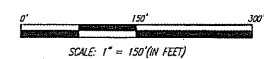


LEGAL DESCRIPTIONS:

This is a description for T-Mobile, a license area to be located on the property of the Jefferson County School District Finance Corporation, which is further described as follows:

PROPOSED T-MOBILE LICENSE AREA

Commencing at a iron pipe found on the north property line of the property conveyed to Jefferson County School District Finance Corporation in Deed Book #172, Page 643 of the Jefferson County Clerk's Office, and also being at the southeast corner of Tract Number 1 of the property conveyed to Mark & Michele Cander in Deed Book 10252 Page 976 in said office, thence traversing said Jefferson County School District Finance Corporation's 055007 E - 414.52' to a set iron rod with a cap stamped "FSJAN 3282", and being the True Point of Beginning of the Proposed T-Mobile License Area; thence S 73°19'52" E - 12.52' to a set iron rod with a cap stamped "FSJAN 3282", S 73°03'50" E - 9.21' to a set iron rod with a cap stamped "FSJAN 3282", thence N 13°11'41" W - 12.52' to a set iron rod with a cap stamped "FSJAN 3282", thence N 53°04'58" E - 9.21' to the point of beginning, containing 115.4 square feet as per survey by Frank L. Sellinger, II with FSJan Land Surveyors dated October 21, 2014.



OWNER APPROVAL: _____ DATE: _____
TENANT APPROVAL: _____ DATE: _____



I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 121111C0075E DATED 12-05-2006 AND THE LICENSE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE LEASE AREA IS LOCATED IN ZONE X.



Land Surveyors and Consulting Engineers
500 Lily Ave., Louisville, KY 40217
Phone: (502) 635-5868 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:

SITE NAME: JCPS MALE

SITE ADDRESS:
4409 PRESTON HIGHWAY
LOUISVILLE, KY 40213

PROPOSED T-MOBILE LICENSE AREA:
115.4 SQ. FT.

PROPERTY OWNER:
JEFFERSON COUNTY SCHOOL
DISTRICT FINANCE CORPORATION
3332 NEWBURG RD
LOUISVILLE, KY 40218-2414

PARCEL NUMBER:
066700520000

SOURCE OF TITLE:
D.B. 7472, PG. 643

DWG BY:	CHKD BY:	DATE:
SNS	FLS	10.21.16

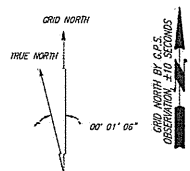
FSTAN PROJECT NO.:
16-9836

SHEET 1 OF 2

[illegible]

CO-LOCATE

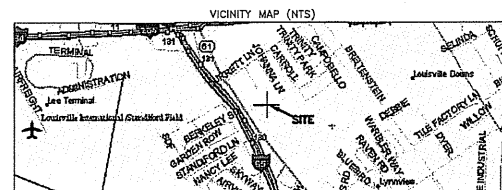
- SHEET 2
- LICENSE AREA
 - LEGAL DESCRIPTIONS
 - FLOOD ZONE DATA
 - VICINITY MAP



NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE AND WAS DETERMINED BY COMPUTATION FROM G.P.S. OBSERVATION ON OCTOBER 13 2016.

UNDERGROUND UTILITIES
CALL 811 BEFORE YOU DIG
NORTH 1-800-485-5847
NORTH 1-800-735-6007
DNR 1-800-252-2774
UTILITIES PROTECTION SERVICE
NON-EMERGENCY BEST CALL DIRECTLY

The utility information shown on this plot, prepared by others, was obtained from existing records and/or by field location. It is the user's responsibility to verify the existence and location, and to protect the appropriate utility company for field location.



COORDINATE POINT LOCATION

NAD 1983
LATITUDE: 38° 11' 05.49"
LONGITUDE: 85° 43' 13.00"
WMD 1588
ELEVATION: 501.85'
STATE PLANE COORDINATE SINGLE ZONE
(BLUE MARBLE GEOGRAPHIC
CALCULATOR VERSION 3.0)
NORTHING: 3955116.61
EASTING: 4929776.60

POWER & TEL SOURCE

UTILITY COMPANY: LG&E
IDENTIFICATION #: N/A

PROJECT BENCHMARK

NORTH: 3955116.61
EAST: 4929858.87
ELEVATION: 500.41'
LOCATION: BEING A SET MAG NAIL 64'
EAST OF THE NORTHEAST CORNER
OF THE TOWER COMPOUND FENCE.

SYMBOL LEGEND

- WOOD POWER POLE
- CONCRETE POWER POLE
- METAL TRAFFIC POLE
- LIGHT POLE
- GUY POLE
- TELEPHONE PEDESTAL
- GUY ANCHOR
- MANHOLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- ELECTRIC BOX
- FENCE POST
- SPOT ELEVATION
- SET #5 REBAR (UNLESS OTHERWISE NOTED)
- EXISTING #5 REBAR (UNLESS OTHERWISE NOTED)

ABBREVIATIONS

- EQ EDGE OF GRAVEL
- EP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- E CENTERLINE
- RCP REINFORCED CONCRETE PIPE
- CONC CONCRETE
- CMP CORRUGATED METAL PIPE
- IR SUBJECT PROPERTY LINE
- TC TOP OF CURB
- BC BOTTOM OF CURB
- POB POINT OF BEGINNING
- IPC IRON PIN CAPPED

LINE LEGEND

- E—E—E— OVERHEAD ELECTRIC
- G—G—G— UNDERGROUND GAS LINE
- W—W—W— UNDERGROUND WATER LINE
- E/T—E/T—E/T— OVERHEAD ELECTRIC & TELEPHONE LINE
- T—T—T— OVERHEAD TELEPHONE LINE
- D—D—D— DRAINAGE/STORM SEWER LINE
- X—X—X— EXISTING FENCE
- XX—XX—XX— PROPOSED FENCE
- SUBJECT PROPERTY BOUNDARY
- RIGHT OF WAY CENTERLINE

NOTE: SYMBOLS, ABBREVIATIONS, OR LINES/STYLES DO NOT NECESSARILY APPEAR ON DRAWING(S). USE ONLY AS APPLICABLE.

SURVEYOR'S NOTES

SOURCE OF BEARING IS A G.P.S. OBSERVATION ON OCTOBER 13 2016.

SITE SHOWN SUBJECT TO RIGHT OF WAY AND EASEMENTS SHOWN HEREON OR NOT.

SOURCE OF LOCATION BASED ON THE NORTH PROPERTY LINE OF THE JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION WHICH HAS THE BEARING OF N 52°30' E DIST USED BOOK 7472, PAGE 643, AND THE CALIBRATED BEARING OF N 52°31'17" E.

NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY DEFECTS AND/OR ASSURANCES IN THE TITLE OF THE PARCEL HEREON.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY. EXISTING CONTOURS ARE AT THE FOOT INTERVALS.

LAND SURVEYOR'S CERTIFICATE

TYPE "A" SURVEY: UNADJUSTED TRIANGULAR CLOSURE BETTER THAN 1 IN 10,000 TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED. I hereby certify that this plot and survey were made under my supervision, and that the angular and linear measurements, as witnessed by monuments shown hereon, are true and correct to the best of my knowledge and belief. This survey and plot meets or exceeds the minimum standards of the governing authorities. This property is subject to any recorded easements or right of ways not shown hereon.

Frank L. Sellinger 11-2-16
Ky. Reg. No. 3282



0' 7' 14'
SCALE: 1" = 7' (IN FEET)

"WIRELESS COMMUNICATION SITE SURVEY"

OWNER APPROVAL: _____ DATE: _____
TENANT APPROVAL: _____ DATE: _____



I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 14211110000E DATED 12-05-2006 AND THE LICENSE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE LEASE AREA IS LOCATED IN ZONE X.

T-Mobile

TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
LINCOLN, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

FSI

Land Surveyors and Consulting Engineers
300 13th Ave., Louisville, KY 40217
Phone: (502) 635-5886 (502) 636-9111
Fax: (502) 636-5283

SITE NUMBER:
9LV01734

SITE NAME:
JPCS MALE

SITE ADDRESS:
4409 PRESTON HIGHWAY
LOUISVILLE, KY 40213

PROPOSED T-MOBILE LICENSE AREA:
115.4 SQ. FT.

PROPERTY OWNER:
JEFFERSON COUNTY SCHOOL
DISTRICT FINANCE CORPORATION
1332 NEWBURG RD
LOUISVILLE, KY 40218-2414

PARCEL NUMBER:
066700520000

SOURCE OF TITLE:
D.B. 7472, PG. 643

DWG BY: SNS CHKD BY: FLS DATE: 10.21.16

FSAN PROJECT NO.:
16-9836

SHEET 2 OF 2

REVISIONS:

CO-LOCATE

EXHIBIT C

SPECIFICATIONS

The Jefferson County Public Schools wish to receive sealed bids for the license of the right to use space on our existing communication towers or similar structures. All towers or structures used by licensee will remain the property of the Jefferson County Public Schools and/or the Jefferson County School District Finance Corporation.

The contracts (s) will be awarded to the highest responsible bidder (s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. This bid may be awarded to multiple vendors.

The Jefferson County Public Schools or the successful bidder (s) will provide the other party written notice of intention not to renew not less than One Hundred Eighty (180) days prior to the expiration of the initial term or any renewal term.

There are approximately One Hundred Fifty (150) towers or similar sites located on various properties owned or controlled by the Jefferson County Public Schools. Any strengthening of towers or structures to accommodate licensee's equipment is the responsibility of the licensee. The license agreement shall cover two different license situations; a tower or structure which can be used with no structural modifications and a tower which can be used with modifications including strengthening or adding a center pole.

There shall be no exclusivity of licenses. The Jefferson County Public Schools reserve the right to lease or license space on towers or other structures to other organizations/companies as long as their equipment does not interfere with licensee's or Jefferson County Public Schools equipment. The Jefferson County Public Schools agrees that no FAA transponders or AM radio transmitting equipment will be located on a tower or structure.

The Jefferson County Public Schools will require the successful licensee to file a Site Designation Form stating the location and what modifications will be made to the tower or structure (if any). The Jefferson County Public Schools reserve the right to accept or reject on a per site basis.

Licensee agrees to provide all costs of utilities to their equipment on the tower or structure. Licensee agrees to perform periodic inspection and maintenance of the tower or structure. In the event there is a multiple award on any one site, maintenance costs will be divided among the licensees on a pro rata basis.

Licensee agrees that there will be no interruption of service provided by Jefferson County Public Schools equipment on the tower or structure. Licensee agrees that there will be no interference with Jefferson County Public Schools or other equipment on the tower or structure.

Licensee shall secure all federal, state and local permits including, but not limited to, all special use permits and Kentucky Public Service Commission authorization, etc.

Site Number: 9LV0173A
Site Name: Male

Licensee agrees to release Jefferson County Public Schools from any liability for any injuries suffered by licensee's maintenance personnel working on the tower or structure sites or for any injuries on Jefferson County Public Schools properties.

Licensee agrees to pay the Jefferson County Public Schools an initial fee and an annual license fee. The annual license fee shall be paid annually in advance.

Licensee will indemnify the Jefferson County Public Schools from any and all legal action taken as a result of this agreement. Licensee will have property insurance, Commercial General liability insurance and Workers' Compensation Insurance. Proof of insurance shall be provided by successful bidders (s).

61479984.10

THIS DOCUMENT PREPARED BY:

Nancy Valletta
Pyramid Network Services, LLC
6519 Towpath Road
East Syracuse, NY 13057

WHEN RECORDED RETURN TO:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

Assessor's Parcel Number: 0667-0052-0000

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF LICENSE

Assessor's Parcel Number: 0667-0052-0000

A JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT dated _____, (an "Agreement") by and between BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY ("JCPS"), and POWERTEL/MEMPHIS, INC., a Delaware corporation, successor-in-interest to Powertel/Kentucky, Inc. ("Licensee"), was made regarding a portion of the following property:

See attached Exhibit A incorporated herein for all purposes

The Agreement is for a term of (5) years, commencing on _____, 2016. Licensee shall have the right to extend this Agreement for one (1) additional and successive five-year term unless JCPS or Licensee provides written notice of nonrenewal to the other party at least sixty (60) days before the end of the initial term.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

JCPS:
BOARD OF EDUCATION OF
JEFFERSON COUNTY, KENTUCKY

LICENSEE:
POWERTEL/MEMPHIS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

By:  _____

Print Name: _____

Title: James B. Walther
Director, Engineering Network Operations

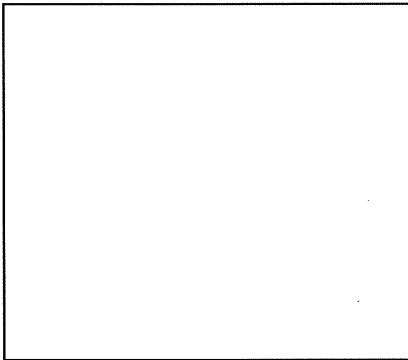
Date: 11/16/2016

STATE OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

This instrument was acknowledged before me by _____, the
_____ of _____
_____, a _____,
for and on behalf of said entity.

WITNESS my hand and official seal.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

STATE OF WASHINGTON)

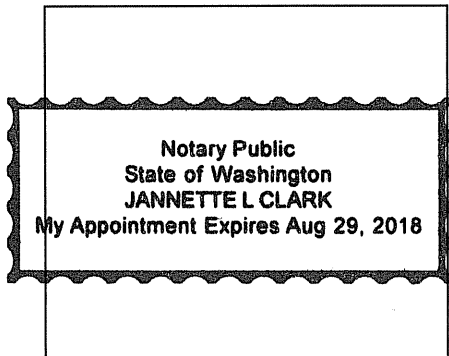
COUNTY OF KING

) ss.
)

I certify that I know or have satisfactory evidence that James B. Walther (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the DIR. ENG. ORS (type of authority, e.g., officer, trustee, etc.) of T-Mobile (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal.

Dated: 11/14/2014



Jannette L. Clark
Notary Public
Print Name Jannette L. Clark
My commission expires 8/29/2018

(Use this space for notary stamp/seal)

EXHIBIT A
Memorandum of License
Legal Description

Assessor's Parcel Number: 0667-0052-0000

The Property is legally described as follows:

Commencing at a iron pipe found on the north property line of the property conveyed to Jefferson County School District Finance Corporation in Deed Book 7472, Page 643 of the Jefferson County Clerk's Office, and also being at the southeast corner of Tract Number 1 of the property conveyed to Mark & Michele Conder in Deed Book 10252 Page 976 in said office, thence traversing said Jefferson County School District Finance Corporation property S 08°50'07" E - 414.52' to a set iron rod with a cap stamped "FSTAN 3282", and being the True Point of Beginning of the Proposed T-Mobile License Area; thence S 37°19'25" E - 12.52' to a set iron rod with a cap stamped "FSTAN 3282"; thence S 53°03'50" W - 9.23' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 37°13'41" W - 12.52' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 53°04'58" E - 9.21' to the point of beginning, containing 115.4 square feet as per survey by Frank L Sellinger, II with FStan Land Surveyors dated October 21, 2014.