

**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 **February 19, 2004** (the “**Prior Agreement**”) whereby JCPS licensed (referred to therein as a “lease” relationship but for purposes of this Agreement the arrangement therein and herein shall be deemed a “license” arrangement) 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 Jeffersontown High School, 9600 Six Mile Lane, Louisville, Kentucky 40299 (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 February 19, 2015 through the Effective Date of this Agreement; and

WHEREAS, JCPS desires to grant Licensee the right to use the space at the Site described on the Site Designation Form attached to this Agreement as **Exhibit A** and made part hereof. **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**”); the renewal payment to be paid by Licensee upon the first day of every five (5) year Renewal Term (the “**Renewal 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:

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 or facilities of JCPS or any other person or entity located at the Site on the date of Licensee’s original installation of Licensee’s Communications Facility under the Prior Agreement. 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 using commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of such notice, and if such interference does not cease within such forty-eight (48) hour period, continuing to diligently pursue the ceasing of such interference until such interference has been corrected. Subject to Section 22, in the event any such interference cannot be resolved within thirty (30) days thereafter, 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 term will renew automatically for three (3) additional five (5)-year renewal terms (each a “**Renewal Term**”), unless Licensee provides written notice of nonrenewal to JCPS at least sixty (60) days before the end of the initial term or before the end of such Renewal Term. This Agreement may be renewed for one or more additional terms after the end of the third 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 of Licensee's Communications Facility under the Prior Agreement 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 nine (9) months 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, 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 (and the prorated Annual Fee for the remainder of that year of the term will not be returned by JCPS to Licensee), and this Agreement shall be amended to reflect that the Structure and such communications equipment have been relocated. If Licensee determines that the new proposed location is not acceptable, then this Agreement shall terminate upon the date that is nine (9) months following JCPS's prior written notice of such relocation. 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 (12) 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, RENEWAL 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 the Renewal Payment is due on the first day of each 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 Effective 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, the Renewal Payment and the Annual Fee are payable to JCPS at the address in Section 32.

9. **INTEREST; LATE ANNUAL FEE.** If any Initial Payment, any Renewal Payment or any Annual Fee is not paid within thirty (30) business days of when due,

Licensee, upon receipt of notice from JCPS of such late payment, shall pay to JCPS a late fee for each such late payment 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. Similarly, to the extent any provision of this Agreement conflicts with any provision set forth in **Exhibit C**, 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, WHERE 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 or negligent 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 payment of 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 list 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 thirty (30) days after the Effective Date. Licensee shall 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 negligent act or omission of Licensee or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, unless caused by the willful or negligent act or omission of JCPS or JCPS' employees, contractors, invitees, tenants or licensees; or

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

18. ASSIGNMENT BY LICENSEE. Licensee may assign or sublicense this Agreement to any parent, subsidiary or 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, "parent, subsidiary or 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), the Structure and the Site. If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required (the "**Repairs Notice**"), 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. Notwithstanding the foregoing, in the event that Licensee does not agree that such repairs are needed, it shall procure a report, at Licensee's sole cost, made by a licensed engineer to issue a written opinion therein, and shall present such report to JCPS evidencing such engineer's findings within thirty (30) days of the receipt of the Repairs Notice. The parties shall then work together toward a mutually amicable solution taking into account such report.

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.

20. REPAIRS - JCPS' OBLIGATION. JCPS shall, during the term of this Agreement, and at JCPS' expense, keep the Site, the Structure, and any improvements located thereon owned or controlled by JCPS 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 to the Structure that are not part of the Communications Facility 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, any Renewal Payment, any 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) for 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 upon thirty (30) days prior written notice to Licensee, in which event Licensee will immediately surrender the Site to JCPS.

Notwithstanding anything in this Agreement to the contrary, 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 without the necessity of obtaining prior consent.

"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.

Except where caused by the acts of JCPS or its employees, contractors or agents, 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 JCPS 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 Licensee's (or Licensee's employees', contractors, or agents') 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, but only upon the condition that any such mortgagee, beneficiary or trustee expressly agrees not to disturb the rights of Licensee under this Agreement.

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 # 9LV1008A

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, 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 and exhibits 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 any Memorandum of Agreement requested by JCPS under Section 38 (together with such changes and exhibits 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.

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., a Delaware corporation

By: 
Name: Michael Bloom

Title: DIRECTOR ENG/OPS

Date: 12-20-16

Signature 2016.12.08
16:35:06 -06'00'

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 of Jeffersontown 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 Prior 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 Jeffersontown High School and has had T-Mobile's equipment installed on it for over ten (10) years.

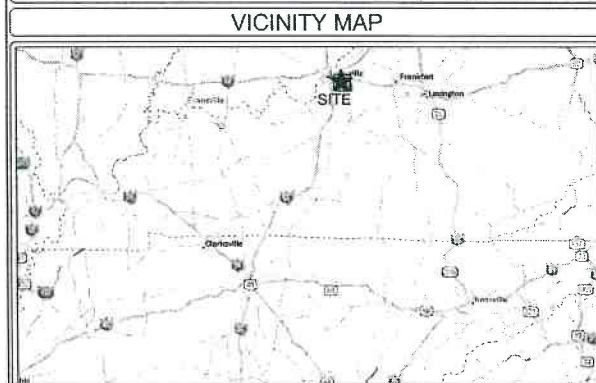
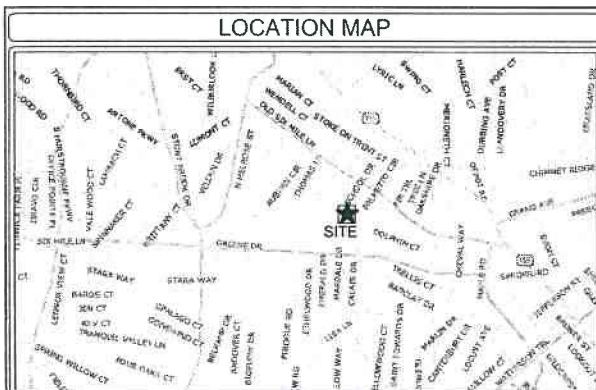
COMMUNICATIONS FACILITY TO BE PLACED IN OR ON THE STRUCTURE: As of the Effective Date of this Agreement, the Communications Facility consists of equipment placed on the Structure pursuant to the Prior Agreement. The Communications Facility under this Agreement shall consist of the equipment described 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 Dollars (\$20,000.00) 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 Effective Date of this Agreement, and (2) notwithstanding the above, Licensee shall also pay JCPS the Initial Payment of Two Thousand Five Hundred Dollars (\$2,500.00) payable within thirty (30) days from the Effective Date of this Agreement, and a Two Thousand Five Hundred Dollar (\$2,500.00) Renewal Payment upon the first day of every five (5) year Renewal Term. These payments will be passed on to Jeffersontown High School as a donation to be spent on educational activities.

EXHIBIT B

EQUIPMENT AND GROUND SPACE PLAN

[attached hereto]



DIRECTIONS

DIRECTIONS: FROM NASHVILLE, TN: TAKE I-40 WEST / I-65 NORTH TOWARD MEMPHIS / LOUISVILLE. AT EXIT 206, TAKE RAMP RIGHT FOR I-65 NORTH TOWARD LOUISVILLE / CLARKSVILLE. AT EXIT 60A, TAKE RAMP LEFT FOR I-65 NORTH / I-24 WEST TOWARD CLARKSVILLE / LOUISVILLE. KEEP RIGHT ONTO I-65 N. AT EXIT 125-A, TAKE RAMP RIGHT AND FOLLOW SIGNS FOR KY-841 EAST / I-205 EAST. AT EXIT 17, TAKE RAMP RIGHT FOR US-150 / US-31E TOWARD BARDSTOWN / LOUISVILLE. TURN LEFT ONTO US-31E N / US-150 N / BARDSTOWN RD. TURN RIGHT ONTO KY-1747 N / S HURSTBOURNE PKWY. TURN RIGHT ONTO SIX MILE LN. ROAD NAME CHANGES TO GALENE DR. TURN LEFT ONTO CALAIS DR. ARRIVE AT SITE.

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)
- 2014 NFPA 70 NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 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

L1900

SITE NAME:

JEFFERSONTOWN HS

SITE NUMBER:

9LV1008A

SITE ADDRESS:

**9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299**

PROJECT SUMMARY

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

SITE NAME: JEFFERSONTOWN HS
SITE NUMBER: 9LV1008A
SITE ADDRESS: 9600 OLD SIX MILE LANE, LOUISVILLE, KY 40299
COUNTY: JEFFERSON
JURISDICTION: TBD
SITE COORDINATES: 38° 12' 01.44" (38.2004) N, 85° 34' 55.92" (85.5822) W
TOWER OWNER: JEFFERSON COUNTY PUBLIC SCHOOLS OR JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION, 3001 CRITTENDEN DR, LOUISVILLE, TN 40299, 502-485-3178
APPLICANT: T-MOBILE, 3800 EZELL ROAD, SUITE 815, NASHVILLE, TN 37211, CONTACT: CHAD CALDWELL, PHONE: 214-244-0058, CHAD.CALDWELL19@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	TOWER ELEVATION PLAN
C-3	TOWER LOADING CHART
C-4	GROUNDING DETAILS
REF-1	COLOR CODING
REF-2	ALARM CABLING
REF-3	EQUIPMENT DETAILS
RFDS-1	RFDS
RFDS-2	RFDS
RFDS-3	RFDS
RFDS-4	RFDS
RFDS-5	RFDS
RFDS-6	RFDS

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
POWHEATAN, VA 23139
CONTACT: DENNIS SPRINKLE
OFFICE: 804-410-3601, EXT 302
EMAIL: dennis.sprinkle@retelservices.com

CLIENT CONTACT:
T-MOBILE
3800 EZELL ROAD, SUITE 815
NASHVILLE, TN 37211
CONTACT: CHAD CALDWELL
PHONE: 214-244-0058
CHAD.CALDWELL19@T-MOBILE.COM

CONSTRUCTION MANAGER:
TBD

RF ENGINEER:
TBD

T-Mobile

3800 EZELL ROAD, SUITE 815
NASHVILLE, TN 37211



POD

POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
802-437-9352
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHECKED
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS



SITE NAME:
JEFFERSONTOWN HS

SITE NUMBER:

9LV1008A

SITE ADDRESS:

**9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299**

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 THAT EXISTS, 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:

ANIS/EA - 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

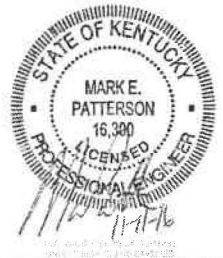
- A. CONSTRUCTION WORK PRESENTS UNIQUE THREATS TO HEALTH AND SAFETY. THE CONTRACTOR IS RESPONSIBLE TO EDUCATE THEIR WORK FORCE OF THESE DANGERS AND LIMIT THEIR EXPOSURE TO HAZARDS. THIS EDUCATION SHALL INCLUDE BUT NOT BE LIMITED TO APPLICABLE TRAINING COURSES AND CERTIFICATIONS, PROPER PERSONAL PROTECTIVE 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.

T-Mobile

3800 EZELL ROAD, SUITE 815
NASHVILLE, TN 37211



REV	DATE	RECORD OF ISSUE	BY
A	06/02/16	PRELIMINARY ISSUE	JAE CHN
0	06/29/16	FINAL ISSUE	JAE DWS
1	11/10/16	FINAL ISSUE	JAE DWS



SITE NAME:
JEFFERSONSTOWN
HS

SITE NUMBER:

9LV1008A

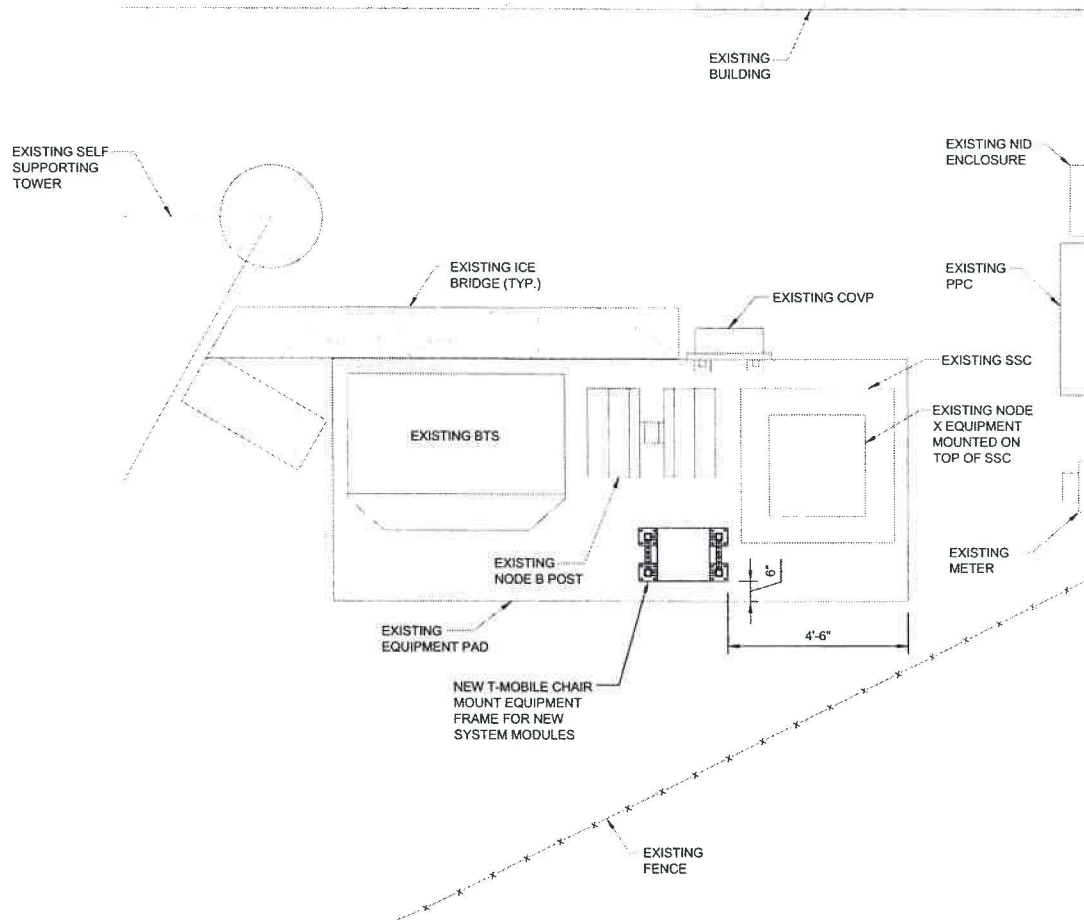
SITE ADDRESS:

9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

GENERAL NOTES

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

NOTES:
DRAWINGS ARE BASED OFF OF EXISTING
INFORMATION PROVIDED BY T-MOBILE. CONTRACTOR
TO FIELD VERIFY ALL DIMENSIONS PRIOR TO
CONSTRUCTION.



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



POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-8292
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
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1	11/10/16	FINAL ISSUE	JAE	DWS



SITE NAME:
JEFFERSONSTOWN
HS

SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

**COMPOUND
LAYOUT**

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


 T-MOBILE ANTENNAS
 ELEV. = 140'-0"

EXISTING SELF
 SUPPORTING
 TOWER

FINISHED
 GRADE

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 TOWER OWNER AND STRUCTURAL ENGINEER.
3. 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.
4. CONTRACTOR TO INSURE ALL BOLTS ARE TIGHTENED AND ANY MISSING BOLTS ARE REPLACED.

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NASHVILLE, TN 37211



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

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A	06/02/16	PRELIMINARY ISSUE	JAE DWS
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1	11/10/16	FINAL ISSUE	JAE DWS



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 HS

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 9LV1008A

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 LOUISVILLE, KY 40299

**TOWER ELEVATION
PLAN**

DRAWN BY: JAE
 CHECKED BY: DWS
 PROJECT MANAGER: DWS
 SCALE: N.T.S.
 SHEET NUMBER: C-2



REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS



SITE NAME:
JEFFERSONTOWN
HS
SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

**TOWER LOADING
CHART**

DRAWN BY: JAE
CHECKED BY: DWS
PROJECT MANAGER: DWS
SHEET NUMBER: C-3

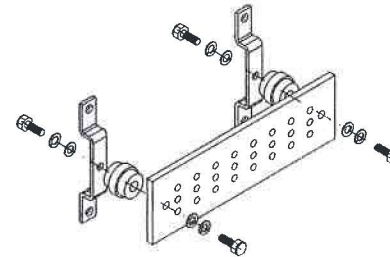
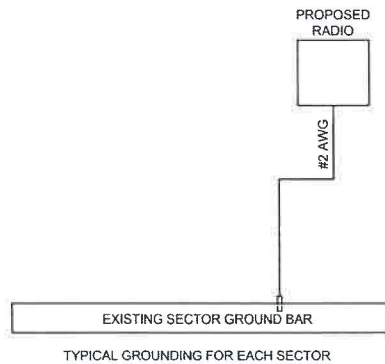
TOWER EQUIPMENT - 91B_NO U2100 CONFIGURATION - DATED 06/09/16								
SECTOR	POSITION	ANTENNA MODEL	AZIMUTH	RAD CENTER	RRU MODEL	TMA MODEL	TOWER TOP COVP	CABLES
ALPHA	A3	TMBXX-6517-A2M	0°	140°	(1) FRIG (E)	—	(1) LARGE COVP (E)	(1) HIGH CAPACITY HCS - 1.584" (E) (4) LDF7-50 - 1-5/8" COAX (E)
	A2	TMBXX-6517-A2M	0°	140°	—	(2) ANDREW STYLE 2 - ETT19V2S12UB (E)		
	A1	TMBXX-6517-A2M	0°	140°	(1) FHFB (P)	—		
BETA	B3	TMBXX-6517-A2M	120°	140°	(1) FRIG (E)	—		(4) LDF7-50 - 1-5/8" COAX (E)
	B2	TMBXX-6517-A2M	120°	140°	—	(2) ANDREW STYLE 2 - ETT19V2S12UB (E)		
	B1	TMBXX-6517-A2M	120°	140°	(1) FHFB (P)	—		
GAMMA	C3	TMBXX-6517-A2M	240°	140°	(1) FRIG (E)	—		(4) LDF7-50 - 1-5/8" COAX (E)
	C2	TMBXX-6517-A2M	240°	140°	—	(2) ANDREW STYLE 2 - ETT19V2S12UB (E)		
	C1	TMBXX-6517-A2M	240°	140°	(1) FHFB (P)	—		

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	0	COAX CABLE	0	12
6	0	TMA	0	6
0	0	FRIG/E	0	0
3	0	FRIG	0	3
3	3	FXFB	0	0
0	0	FHFB	3	3
1	0	HYBRID CABLE	0	1
1	0	COVP	0	1



LEGEND:
1- TINNED GROUND BUSS BAR (HARGER P/N TGBIA14420MT/PTP 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.

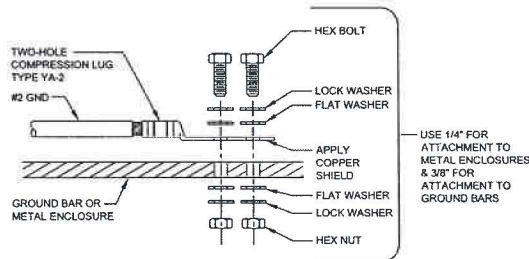
NOTE:
INSULATORS SHALL BE OMITTED AT TOWER BUSS BARS WHEN TOWER IS USED AS GROUND.

1 RF EQUIPMENT GROUNDING SCHEMATIC

SCALE: N.T.S.

2 GROUND BAR DETAIL

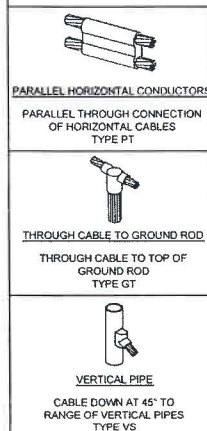
SCALE: N.T.S.



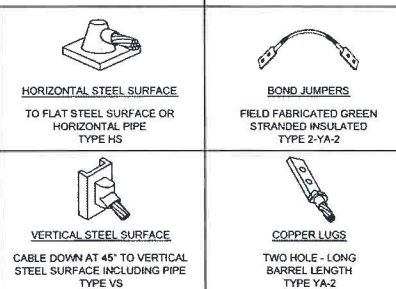
INSTALLATION NOTES:

- BOLTS, WASHERS, AND NUT SHALL BE STAINLESS STEEL.
- SELECT BOLT LENGTH TO PROVIDE MINIMUM OF 2 EXPOSED THREADS.
- BURNISHING MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT.
- APPLY COPPER SHIELD COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND.
- 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.
- 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:

- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- GROUND WIRES SHALL BE BARE, TIN-COATED OR STRANDED.
- ALL BELOW GRADE GROUND RINGS AND GROUND LEADS SHALL BE #2 AWG SOLID, TINNED BARE COPPER WIRE.
- ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS.
- UNLESS PROVIDED WITH A FACTORY SUPPLIED LEAD, ALL CONNECTION TO GROUND BARS SHALL BE BURNDY HYGROUND COMPRESSION LUGS OR EQUAL.
- 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.
- ALL LUG CONNECTIONS SHALL BE 2 HOLE LONG BARREL COMPRESSION TYPE OR APPROVED EQUAL.
- ALL HARDWARE TO ATTACH MECHANICAL GROUND CONNECTION SHALL BE STAINLESS STEEL.
- ALL MECHANICAL CONNECTIONS SHALL HAVE NOALOX OR APPROVED EQUAL APPLIED BETWEEN COMPRESSION LUG AND FIXTURE.

3 GROUNDING CONNECTIONS

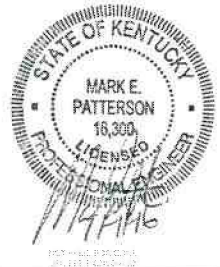
SCALE: N.T.S.

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REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS



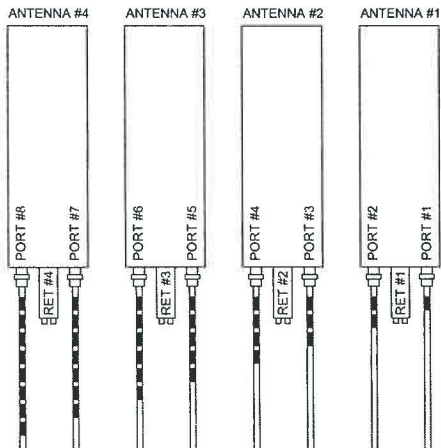
SITE NAME:
JEFFERSONTOWN
HS
SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

GROUNDING DETAILS

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	C-4

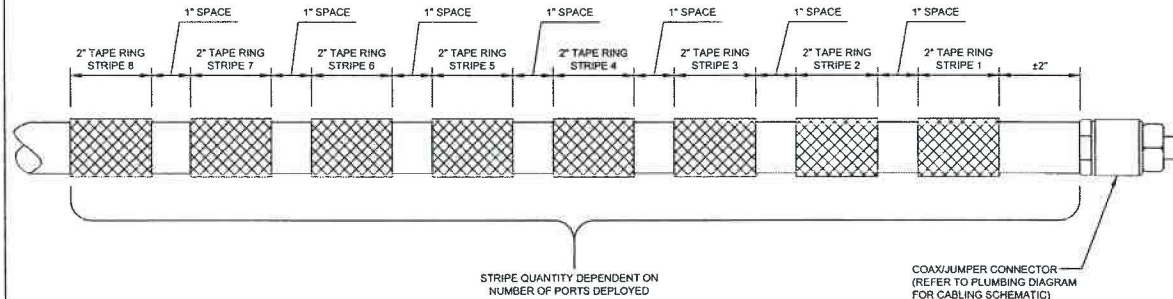
EXAMPLE SECTOR COLOR CODING (ANTENNAS VIEWED FROM BACK)



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

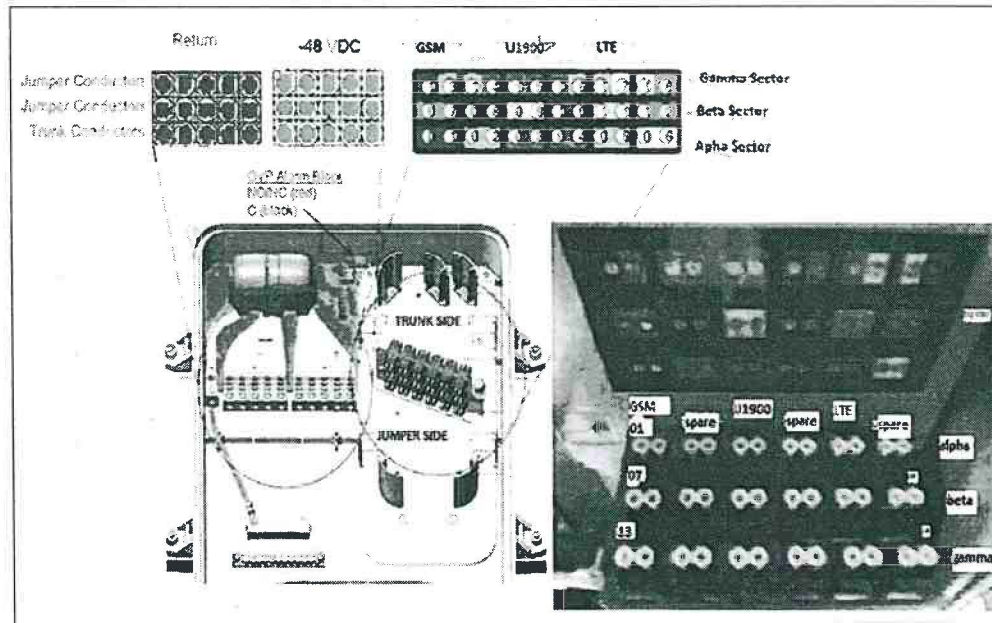
NOTE:

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

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1	11/10/16	FINAL ISSUE	JAE	DWS



SITE NAME:
JEFFERSONTOWN HS
SITE NUMBER:
9LV1008A

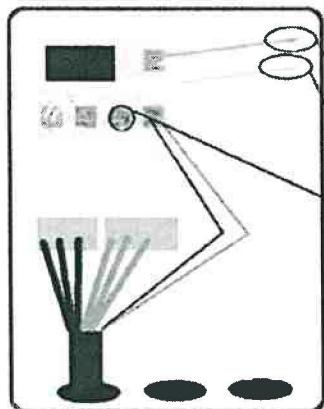
SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

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

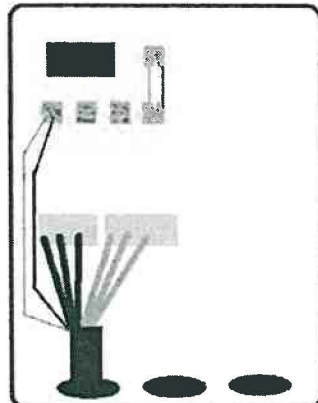
Always use the NCC settings (Normally Closed and Common)

White/Blue pair to F5E5 pin 8 and common

White/Orange pair to F5E5 pin 8 and common

Make sure any green/black pair 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	---
RELAYS 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
RELAYS 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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REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS

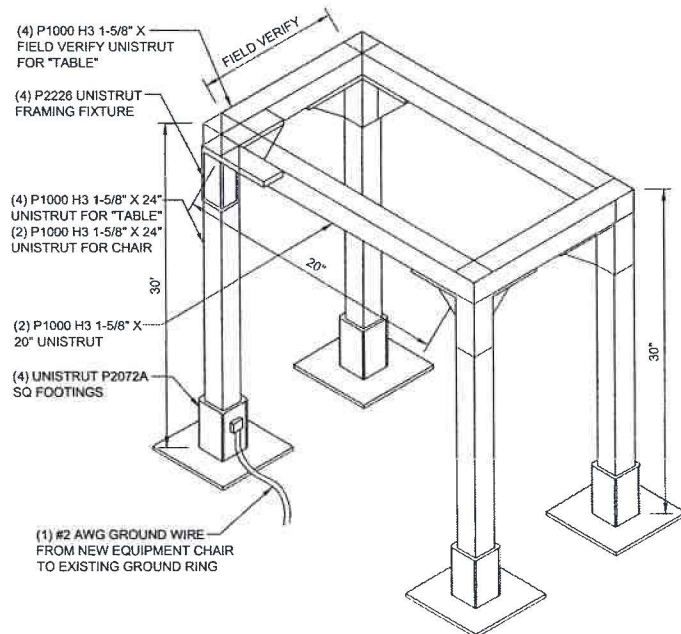


SITE NAME:
JEFFERSONTOWN
HS
SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
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ALARM CABLING

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	REF-2



NOTE:

1. FIELD MODIFY UNISTRUT FRAME AS NECESSARY TO RECEIVE NOKIA PLINTH AND RRU MODULES
2. INSTALL AND GROUND NOKIA PLINTH AND RRU MODULES PER MANUFACTURER'S RECOMMENDATIONS

1 UNISTRUT RRU TABLE

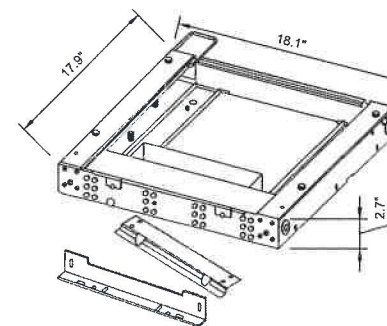
SCALE: N.T.S.

NOKIA FMFA PLINTH
 (2) MODULES MAX. MOUNTED TO PLINTH FOR POLE/H-FRAME MOUNTING
 (9) MODULES MAX. MOUNTED TO PLINTH FOR HORIZONTAL STACKING

SPECIFICATION

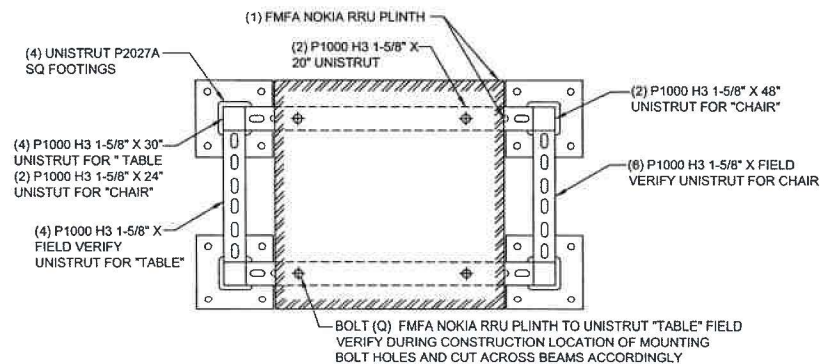
HEIGHT	69 MM	2.7"
WIDTH	455 MM	17.9"
DEPTH	459 MM	18.1"
WEIGHT	7 KG	15.5 LBS

PLINTH MATERIAL: 1.5 MM (0.06") SHEET METAL



2 NOKIA FMFA PLINTH

SCALE: N.T.S.



3 UNISTRUT RRU TABLE

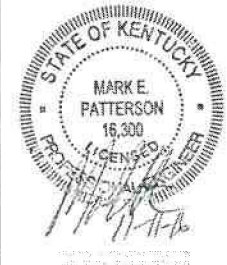
SCALE: N.T.S.

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REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
D	06/29/16	FINAL ISSUE	JAE	DWS
1	11/19/16	FINAL ISSUE	JAE	DWS



SITE NAME:
 JEFFERSONTOWN
 HS
SITE NUMBER:
 9LV1008A

SITE ADDRESS:
 9600 OLD SIX MILE LANE
 LOUISVILLE, KY 40299

**EQUIPMENT
 DETAILS**

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	REF-3

BAN Template: 91B_No U2100	A&L Template: 91B_No U2100
-------------------------------	-------------------------------

9LV1008A_1.1_Capacity-L1900

Section 1 - Site Information

Site ID: 9LV1008A	Site Name: Jeffersonstown HS	Latitude: 38.20044444
Status: Final	Site Class: Self Support Tower	Longitude: -85.58222222
Version: 1.1	Site Type: Structure Non Building	Address: 9600 Old Six Mile Road
Project Type: Capacity-L1900	Selection Type:	City/State: Louisville, KY
Approved: 6/9/2016 1:51:06 PM	Plan Year:	Region: CENTRAL
Approved By: GSM1900/KSewitt	Market: LOUISVILLE	
Last Modified: 6/9/2016 1:51:06 PM	Vendor: Nokia	
Last Modified By: GSM1900/KSewitt	Landlord: Jefferson County Public Schools	

BAN Template: 91B_No U2100				
Antenna Count: 3	Antenna Count: 9	Link Count: 12	TRIS Count: 6	DRM Count: 6

Section 2 - Existing Template Images

Configuration 1B.jpg

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A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS

SITE NAME:
JEFFERSONTOWN
HS

SITE NUMBER:
9LV1008A

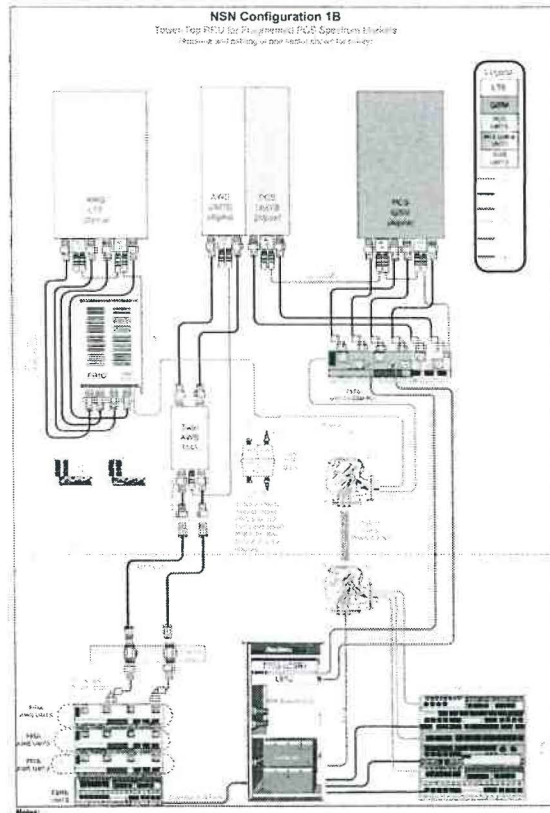
SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

RFDS

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

EXISTING CONFIGURATION

Page 2 of 11



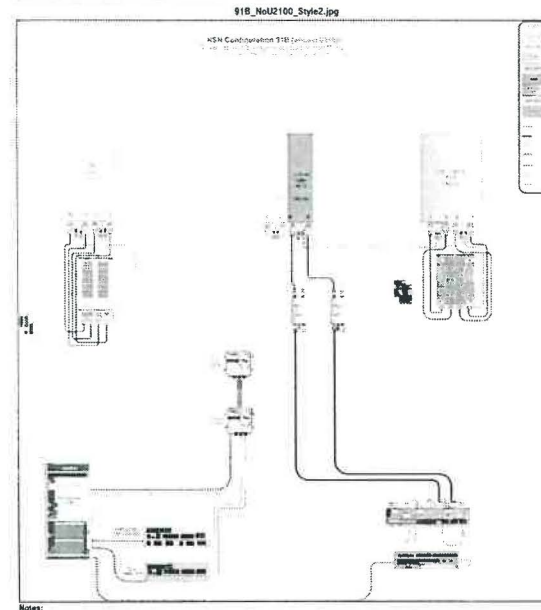
<http://rdfs.eng.t-mobile.com/DataSheet/Printout/11328661>

6/28/2016

PROPOSED CONFIGURATION

Page 3 of 11

Section 3 - Proposed Template Images



<http://rdfs.eng.t-mobile.com/DataSheet/Printout/11328661>

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502-437-5252
KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/28/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS

SITE NAME:
JEFFERSONTOWN
HS

SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

RFDS

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	RFDS-2

RAN Template:
91B_No U2100

AGL Template:
91B_No U2100

9LV1008A_1.1_Capacity-L1900

Section 5 - RAN Equipment

Editing RAN Equipment			
Template: Configuration 1B			
Enclosure	1	2	3
Enclosure Type	Generic Cabinet	Tower Top Mount	Ancillary Equipment
Baseband	ESMB G1900	FSMF L2100	FSME U1900
Hybrid Cable System			NSN High Cap HCS 175H
Antenna Box			Large COVP (x2)
Rack	FR1A (x3) U2100	FR1G (x3) L2100	FXFB (x3) U1900

Proposed RAN Equipment				
Template: 91B_No U2100				
Enclosure	1	2	3	4
Enclosure Type	Ancillary Equipment	Generic Cabinet	Generic Site Support Cabinet	Tower Top Mount
Baseband		ESMB G1900	FSMF L2100	FSME U1900
Baseband Submodule		FSMC L2100		
Hybrid Cable System	NSN High Cap HCS 175H			
Antenna Box	Large COVP			Large COVP
Power subsystem			Batteries "Select size" Breakers "Select size" CSR 7705 "Select model" Rectifier Shelf "Select size"	
Rack		FXFB G1900		FR1B (x3) U1900

RAN Scope of Work:

L1900 Overlay

<http://rfd.s.eng.t-mobile.com/DataSheet/Printout/11328661>

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A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS

SITE NAME:
JEFFERSONTOWN
HS

SITE NUMBER:

9LV1008A

SITE ADDRESS:

9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

RFDS

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-3

9LV1008A_1.1_Capacity-L1900

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

<http://rfds.eng.t-mobile.com/DataSheet/Printout/11328661>

9LV1008A_1.1_Capacity-L1900

A - Outdoor Macro

<http://rfd.s.eng.t-mobile.com/DataSheet/Printout/11328661>



RAN Template:
91B_No U2100

ASL Template:
91B_No U2100

9LV1008A_1.1_Capacity-L1900

Section 2 (Existing) view from front (Note: the images show view from behind)

Device Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)	
Antenna Ht	120		120		120	
M. Tilt	0		2		2	
Height	140		140		140	
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U2100	U1900	G1900	G1900	L2100	L2100
Duplex Tech.						
Frequency Tech.						
Direction Tech.						
C. Tilt	4	4	2	2	2	2
Cable	Andrew Style 2-ETT 19V2512UB					
Splice	Andrew Style 2-ETT 19V2512UB					
Diplexer/ Combiner						
Radio						
Other Equipment						
Unpowered Equipment						
Support Work						

RAN Template:
91B_No U2100

ASL Template:
91B_No U2100

9LV1008A_1.1_Capacity-L1900

Section 2 (Proposed) view from front (Note: the images show view from behind)

Device Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)		TMBXX-6517-A2M (Quad)	
Antenna Ht	120		120		120	
M. Tilt	2		2		2	
Height	140		140		140	
Ports	P1	P2	P3	P4	P5	P6
Active Tech.	U1900, L1900	U1900, L1900	G1900		L2100	L2100
Duplex Tech.						
Frequency Tech.						
Direction Tech.						
C. Tilt	0	0	12		2	2
Cable	1-5/8" Coax - 175 ft. 1-5/8" Coax Andrew Style 2-ETT 19V2512UB Andrew Style 2-ETT 19V2512UB					
Diplexer/ Combiner						
Radio						
Other Equipment						
Unpowered Equipment						
Support Work						

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KY FIRM PERMIT# 3594

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A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS

SITE NAME:
JEFFERSONTOWN
HS

SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

RFDS

DRAWN BY: JAE

CHECKED BY: DWS

PROJECT MANAGER: DWS

SHEET NUMBER: RFDS-5

RAN Template:
91B_No U2100

A&L Template:
91B_No U2100

9LV1008A_1.1_Capacity-L1900

Sector 3 (Existing) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBX-6517-A2M (Quad)		TMBX-6517-A2M (Quad)		TMBX-6517-A2M (Quad)	
Antenna	240		240		240	
El. Til	2		2		2	
Height	140		140		140	
Ports	P1	P2	P3	P4	P5	P6
Antenna Tech	L2100	L2100	G1900	G1900	U2100	U1900
Dark Tech						
Restricted Tech						
Deployment Tech						
E. Til	2	2	2	2	4	4
Cables						
Notes					Andrew Style 2-ETT 19V2512UB Andrew Style 2-ETT 19V2512UB	
Discreet / Conduits						
Radio						
Antenna Equipment						
Unconnected Equipment						
Source of Data						

RAN Template:
91B_No U2100

A&L Template:
91B_No U2100

9LV1008A_1.1_Capacity-L1900

Sector 3 (Proposed) view from front (Note: the images show view from behind)						
Coverage Type	A - Outdoor Macro					
Antenna	1		2		3	
Antenna Model	TMBX-6517-A2M (Quad)		TMBX-6517-A2M (Quad)		TMBX-6517-A2M (Quad)	
Antenna	240		240		240	
El. Til	2		2		2	
Height	140		140		140	
Ports	P1	P2	P3	P4	P5	P6
Antenna Tech	U1900 / L1900	U1900 / L1900	G1900		L2100	L2100
Dark Tech						
Restricted Tech						
Deployment Tech						
E. Til	4	4	4		4	4
Cables			1-5/8" Coax - 175 ft. 1-5/8" Coax			
Notes			Andrew Style 2-ETT 19V2512UB Andrew Style 2-ETT 19V2512UB			
Discreet / Conduits						
Radio						
Antenna Equipment						
Unconnected Equipment						
Source of Data						

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

Source of Data

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KY FIRM PERMIT# 3594

REV	DATE	RECORD OF ISSUE	BY	CHK
A	06/02/16	PRELIMINARY ISSUE	JAE	DWS
0	06/29/16	FINAL ISSUE	JAE	DWS
1	11/10/16	FINAL ISSUE	JAE	DWS

SITE NAME:
JEFFERSONTOWN
HS

SITE NUMBER:
9LV1008A

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

RFDS

DRAWN BY:	JAE
CHECKED BY:	DWS
PROJECT MANAGER:	DWS
SHEET NUMBER:	RFDS-6

- SHEET 1
- ST 1 - LICENSE AREA
 - ST 2 - LEGAL DESCRIPTIONS
 - ST 3 - FLOOD ZONE DATA
 - ST 4 - VICINITY MAP

GRID NORTH
TRUE NORTH
OUT 08° 11'

NORTH IS BASED ON THE KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE AND WAS DETERMINED BY COMPUTATION FROM S.P.S. OBSERVATION ON NOVEMBER 01, 2016.

UNDERGROUND UTILITIES
SEE 2 SHEET 2017
BEFORE YOU DIG
PHONE 1-800-368-0266
TOLLFREE 1-800-724-6867
DIAL 1-800-368-0266
WHERE AVAILABLE, WE WILL
PROVIDE ANY GAS SERVICE

The utility information shown on this sheet, prepared by (S) has been obtained from existing records and is to the best of our knowledge, true and correct. It is the contractor's responsibility to verify that information and results, and to protect the appropriate utility company for that location.

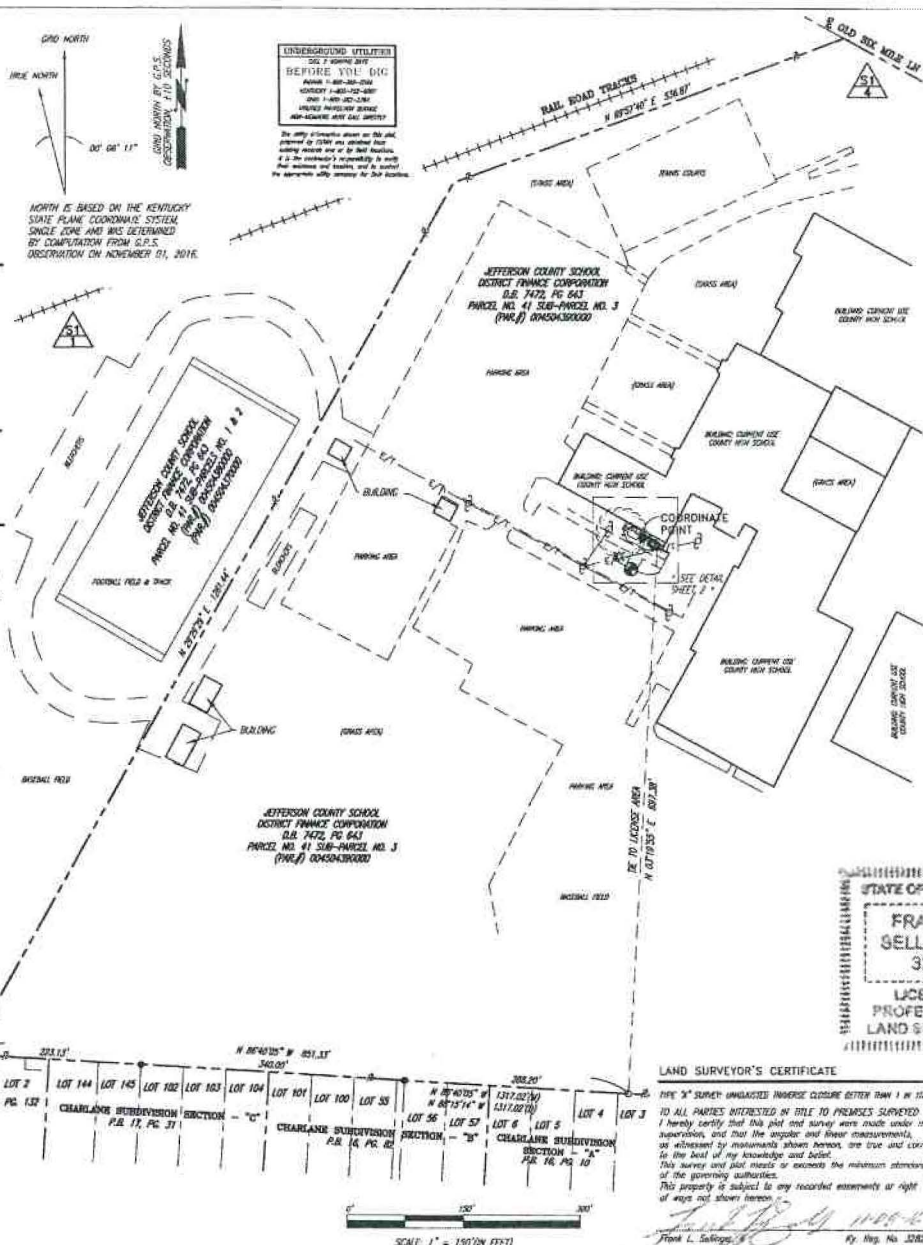
COORDINATE POINT LOCATION
AND TABS
LATITUDE: 33° 13' 01.66"
LONGITUDE: 85° 34' 56.31"
ANNO 1988
ELEVATION: 600.52'
STATE PLANE COORDINATE SINGLE ZONE
(BLUE HANGAR COORDINATING
CALCULATION BETWEEN SLO)
NORTHING: 3960730.21
EASTING: 4988459.22

POWER & TEL SOURCE
UTILITY COMPANY: LG&E
IDENTIFICATION #: N/A
TELEPHONE COMPANY: AT&T
IDENTIFICATION #: N/A

PROJECT BENCHMARK
NORTH: 3960689.63
EAST: 4988443.84
ELEVATION: 678.98'
LOCATION: BEING A SET AND NAR. 31'
SOUTHWEST OF THE FENCED
COMPOUND.

- SYMBOL LEGEND**
- WOOD POWER POLE
 - CONCRETE POWER POLE
 - ACTUAL 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
 - SET AS NEAR (THIN LINE DASHED NOTES)
 - EXISTING AS BEING (THIN LINE DASHED NOTES)

- ABBREVIATIONS**
- ES EDGE OF GRAVEL
 - EP EDGE OF PAVEMENT
 - ROW RIGHT OF WAY
 - C CENTERLINE
 - R REINFORCED CONCRETE PIPE
 - C CONC
 - CMP CORRUGATED METAL PIPE
 - ML SURVEY PROPERTY LINE
 - TC TOP OF CURB
 - BC BOTTOM OF CURB
 - POC POINT OF COMMENCING
 - POB POINT OF BEGINNING
 - SP FROM PLOT CAPTCH

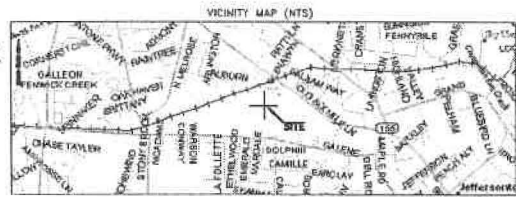


STATE OF KENTUCKY
FRANK L. SELLINGER
3282
LICENSED PROFESSIONAL LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE

PIPE "A" SURVEY: UNADJUSTED INVERSE 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 obtained by instruments whose errors, one true and correct to the best of my knowledge and belief.
This survey and plot made or executed 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
Ky. Reg. No. 3282



SURVEYOR'S NOTES

SOURCE OF BEARING IS A S.P.S. OBSERVATION ON NOVEMBER 01, 2016.
SITE SHOWN SUBJECT TO RIGHT OF WAY AND EASEMENTS SHOWN HEREON OR ADE.
SOURCE OF BEARING BASED ON THE SOUTH PROPERTY LINE OF THE JEFFERSON COUNTY SCHOOL DISTRICT FINANCE CORPORATION WHICH HAS THE BEARING OF N 0°15'14" W FOR DEED BOOK 7472, PAGE 643 AND THE CALCULATED BEARING OF N 89°45'41" E.
NO SEARCH OF PUBLIC RECORDS HAS BEEN PERFORMED BY THIS FIRM TO DETERMINE ANY EASEMENTS AND/OR ENCUMBRANCES IN THE TITLE OF THE PLOTTED TRACT.
ONE INCHING DOES NOT REPRESENT A HORIZONTAL SURVEY.
EXISTING CONTROLS ARE AT ONE FOOT INTERVALS.
NOT ALL STRUCTURES DETAILED THIS SURVEY - SCALED PER ADEAL.

- LINE LEGEND**
- OVERHEAD ELECTRIC
 - UNDERGROUND GAS LINE
 - UNDERGROUND WATER LINE
 - OVERHEAD ELECTRIC & TELEPHONE LINE
 - OVERHEAD TELEPHONE LINE
 - DRAINAGE/STORM SEWER LINE
 - EXISTING FENCE
 - PROPOSED FENCE
 - SUBJECT PROPERTY BOUNDARY
 - RIGHT OF WAY CENTERLINE
- NOTE: SYMBOLS, ABBREVIATIONS, OR LINES/STYLES DO NOT NECESSARILY APPEAR ON DRAWINGS. USE ONLY AS APPLICABLE.

"WIRELESS COMMUNICATION SITE SURVEY"

OWNER APPROVAL: _____ DATE: _____
TENNANT APPROVAL: _____ DATE: _____

I HAVE REVIEWED THE FLOOD INSURANCE RATE MAPS (FIRM) MAP NO. 211112000E DATED 12-05-2006 AND THE LICENSE AREA DOES NOT APPEAR TO BE IN A FLOOD PRONE AREA. THE LICENSE AREA IS LOCATED IN ZONE X.

T-Mobile

RETEL

FSI

Land Surveys
500 1st Ave., Louisville, KY 40217
Phone: (502) 635-5666 (502) 636-5111
Fax: (502) 636-5263

SITE NUMBER:
SLV1028A

SITE NAME:
JEFFERSONTOWN HS

SITE ADDRESS:
9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299

LICENSE AREA:
116.6 SQ. FT.

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

PARCEL NUMBER:
004504309000

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

DWG BY: CHND BY: DATE:
SAS FLS 11.01.16

FSI PROJECT NO:
16-9848

SHEET 1 OF 2

REVISIONS:
"Lease" License - 11.08.16

CO-LOCATE
JEFFERSONTOWN HS
SLV1008A
SITE ADDRESS: 9600 OLD SIX MILE LANE
LOUISVILLE, KY 40299
OWNER ADDRESS: 3332 NEWBURG RD
LOUISVILLE, KY 40218

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.

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).

61484708.13

EXHIBIT D

MEMORANDUM OF AGREEMENT

This Instrument Prepared By:

Jennifer Bressler
Project Manager
RETEL Services
2166 Plainview Center
Powhatan, VA 23139

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: License Compliance
Site No. 9LV1008A

APN: 004504390000

MEMORANDUM OF LICENSE AGREEMENT

A JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT dated _____, 2017, (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. (together with its successors and permitted assigns, "Licensee"), was made regarding a portion of the following property:

See attached Exhibit A incorporated herein.

The Agreement is for a term of (5) years, commencing on _____, 2017. Licensee shall have the right to extend this Agreement for three (3) additional and successive five-year terms unless Licensee provides written notice of nonrenewal to JCPS at least sixty (60) days before the end of the initial term or before the end of such successive term.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LICENSEE:

POWERTEL/MEMPHIS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of Powertel/Memphis, Inc., a Delaware corporation, 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: _____

My commission expires: _____

Notary Public

[AFFIX NOTARIAL SEAL]

EXHIBIT A
Memorandum of License Agreement
Legal Description

The Property is legally described as follows:

Commencing at the South West corner of the property conveyed to Jefferson County School District Finance Corporation, being Parcel No. 41, Sub-Parcel 3 of Jeffersontown High and recorded in Deed Book 7472, Page 643 in the Office of the Clerk of the Jefferson County, Kentucky Deed Records; thence following the South line of said Parcel 3, S 86°40'05" E, passing and iron pin at 223.13' and 563.13', in all 851.33' to a set iron rod with a cap stamped "FSTAN 3282"; thence traversing said property N 03°19'55" E – 697.38' to a set iron rod with a cap stamped "FSTAN 3282" and the True Point of Beginning of the License Area; thence N 61°40'53" 13.62' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 28°31'29" E – 8.58' to a set iron rod with a cap stamped "FSTAN 3282"; thence S 61°40'53" E – 13.62' to a set iron rod with a cap stamped "FSTAN 3282"; thence S 28°31'29" W – 8.58' to the point of beginning, containing 116.80' square feet as per survey by Frank L. Sellinger, II with FStan Land Surveyors dated November 1, 2016.

This Instrument Prepared By:

Jennifer Bressler
Project Manager
RETEL Services
2166 Plainview Center
Powhatan, VA 23139

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: License Compliance
Site No. 9LV1008A

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REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LICENSEE:

POWERTEL/MEMPHIS, INC., a Delaware corporation

By: [Signature]

Name: Michael Bloom

Title: DIRECTOR ENG/OPS

Date: 12-20-16

STATE OF Tennessee)
) ss.
COUNTY OF Rutherford)

I certify that I know or have satisfactory evidence that Michael Bloom is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Powertel/Memphis, Inc., a Delaware corporation, 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: 12/20/2016

My commission expires: 4/20/2020

[Signature]
Notary Public



EXHIBIT A
Memorandum of License Agreement
Legal Description

The Property is legally described as follows:

Commencing at the South West corner of the property conveyed to Jefferson County School District Finance Corporation, being Parcel No. 41, Sub-Parcel 3 of Jeffersontown High and recorded in Deed Book 7472, Page 643 in the Office of the Clerk of the Jefferson County, Kentucky Deed Records; thence following the South line of said Parcel 3, S 86°40'05" E, passing and iron pin at 223.13' and 563.13', in all 851.33' to a set iron rod with a cap stamped "FSTAN 3282"; thence traversing said property N 03°19'55" E – 697.38' to a set iron rod with a cap stamped "FSTAN 3282" and the True Point of Beginning of the License Area; thence N 61°40'53" 13.62' to a set iron rod with a cap stamped "FSTAN 3282"; thence N 28°31'29" E – 8.58' to a set iron rod with a cap stamped "FSTAN 3282"; thence S 61°40'53" E – 13.62' to a set iron rod with a cap stamped "FSTAN 3282"; thence S 28°31'29" W – 8.58' to the point of beginning, containing 116.80' square feet as per survey by Frank L. Sellinger, II with FStan Land Surveyors dated November 1, 2016.