JEFFERSON COUNTY PUBLIC SCHOOL SYSTEM COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT

THIS COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (this "Agreement") is entered into as of as of the latter of the signature dates below (the "Effective Date") between the Board of Education of Jefferson County, Kentucky, operating under the name Jefferson County Public Schools ("JCPS") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Licensee").

RECITALS

JCPS and BellSouth Mobility ("BellSouth") entered into that certain Agreement for Use of Tower Space dated July 1, 2000, as amended (the "Prior Agreement"), pursuant to which JCPS licensed to BellSouth the right to use certain facility space for the placement of the Communications Facility (as defined below) on the Structure (as defined below), together with all rights and privileges arising in connection therewith, located at the Site (as defined below). Licensee is successor in interest to BellSouth and has been operating at the Site pursuant to the terms of the Prior Agreement. The Prior Agreement has since expired and the parties are continuing to operate under the Prior Agreement in a hold-over arrangement. The parties wish to terminate the Prior Agreement and execute this Agreement to permit Licensee to continue to use a portion of the Site in connection with its federally licensed communications business. Licensee desires to continue, and JCPS desires to grant to Licensee the right to continue, to use a portion of the Site in accordance with this Agreement.

JCPS issued Proposal No. M-965-5656 to establish the terms and conditions for the grant by JCPS to one or more persons or entities of one or more licenses for the use of space on towers or other structures owned or controlled by JCPS for the placement of wireless communications equipment of such persons or entities in or on such towers or structures (the "Proposal").

The Proposal included certain prohibitions, requirements and technical specifications (collectively, the "Specifications") to be applicable to any license granted by JCPS in response to the Proposal. A copy of the Specifications is attached hereto as Exhibit C and made part hereof. In the event of a conflict between the terms of this Agreement and the terms of the Specifications, this Agreement shall govern and control.

Licensee desires to accept the Proposal and to use the space at the site (the "Site") described on the Site Designation Form attached as Exhibit A to this Agreement 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 a portion of the Site will be used by Licensee; the initial payment to be paid by Licensee (the "Initial Payment") at the commencement of the term of this Agreement and the commencement of a renewal term; and the annual license payment by Licensee (the "Annual Fee"). The space on the Structure and certain ground space on the Site to be used by Licensee shall be collectively referred to herein as the "Premises."

AGREEMENT

- 1. <u>SPECIFICATIONS</u>. The Specifications are incorporated into this Agreement, and shall apply to Licensee as if stated in full herein. To the extent any provision of this Agreement (including exhibits) conflicts with the Specifications, the provision of this Agreement shall control.
- **2.** <u>REGULATORY COMPLIANCE</u>. During the term of this Agreement, Licensee will comply with all federal, state and local laws, orders, ordinances and regulations ("Laws") applicable to Licensee's access to and use of the Premises. During the term of this Agreement, JCPS agrees to comply with all Laws applicable to JCPS's ownership, and/or rights of use of the Site, the Structure and any improvements on the Site.
- The Communications Facility will not NON-INTERFERENCE. 3. interfere with the educational operations of JCPS or with any lawfully installed communications equipment of JCPS or any other person or entity located at the Site on the date of BellSouth's original installation, as long as the existing radio frequency user(s) operate and continue to operate in accordance with all applicable laws and regulations. JCPS will not permit the installation on the Site after such installation date of any equipment that: (a) causes technical interference problems with the Communications Facility (as long as Licensee operates and continues to operate in accordance with all applicable laws and regulations) or (b) prevents Licensee from exercising the rights of access to the Site granted to Licensee under Sections 10 and 14 of this Agreement. JCPS will use commercially reasonable efforts to cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Licensee, and if such interference does not cease within such forty-eight (48) hour period, continue to diligently pursue the ceasing of such interference until such interference has been corrected.
- 4. <u>COOPERATION</u>. JCPS agrees that Licensee's ability to use the Premises is contingent upon the suitability of the Premises for Licensee's permitted use and Licensee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Licensee (and approved by JCPS if such Government Approval will impact the Site) for its use of the Premises, including without limitation applications for special use permits, and construction permits (collectively, the "Government Approvals"). JCPS will use commercially reasonable efforts to cooperate with Licensee, at Licensee's expense, to assist Licensee to obtain any Government Approvals that are required for Licensee to use the Premises.
- 5. <u>TERM</u>. The initial term of this Agreement is five (5) years commencing on the Effective Date. The term will renew automatically for one (1) additional five (5) year renewal term, unless JCPS or Licensee provides written notice of nonrenewal to the other party at least one hundred eighty (180) 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. <u>TERMINATION BY JCPS</u>. In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement on ten (10) 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 on the date of BellSouth's original installation, as long as such equipment operates and continues to operate in accordance with all applicable laws and regulations, and Licensee has failed to resolve such interference to the reasonable satisfaction of JCPS in a reasonable time (which in no event will be more than thirty (30) 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 on the Site, 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 the year of the term in which this Agreement is cancelled pursuant to this sentence will be returned by JCPS to Licensee. However, if JCPS determines that there is an option to relocate the Structure to a different location on the Site acceptable to JCPS (the "Relocation Premises"), 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, to the Relocation Premises, in a manner and at such times approved by JCPS and such other licensees (if any). Any equipment owned by Licensee or JCPS shall be transferred to the Relocation Premises at Licensee's sole expense. If the location of the Relocation Premises is agreed upon, this Agreement shall not be cancelled (as set forth above), and shall be amended to reflect that the Premises is replaced by the Relocation Premises. During the relocation of the Structure and Communications Facility to the Relocation Premises, JCPS agrees to permit Licensee to place temporary transmission and reception facilities on the Site at a location and in a manner approved by JCPS, until such time as Licensee is able to activate its equipment at the Relocation Premises. The parties agree that such relocation will not unreasonably result in unreasonable interruption of the communications service of Licensee on the Site, and such relocation will not unreasonably impair the quality of communications service provided by Licensee on and from the Site.

- 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 Government Approval required for Licensee's use of the Premises, (2) it is determined by a court of competent jurisdiction that JCPS does not own or control the Site, (3) any portion of the Premises or the Communications Facility is damaged or destroyed through no fault of Licensee, or is condemned or transferred in lieu of condemnation; or (4) Licensee's ability to use the Premises or the Communications Facility for its intended purpose is materially degraded because of technological reasons through no fault of Licensee.
- 8. PAYMENT OF INITIAL PAYMENT AND ANNUAL FEE. The Initial Payment is due on the Effective Date, or the first day of the month following the Effective Date if the Effective Date does not fall on the first day of a month (the "Fee Commencement Date"), and again on the first day of the renewal term. The Annual Fee is due within fifteen (15) days of the Fee Commencement Date and on each anniversary of the Fee Commencement Date. The Annual Fee will be prorated for any fractional year. The Annual Fee is payable to JCPS at the address in Section 32.
- 9. <u>INTEREST: LATE ANNUAL FEE</u>. If the Initial Payment or any Annual Fee is not paid within thirty (30) business days of when due, JCPS shall provide notice to

Licensee of such failure, and Licensee shall pay to JCPS a late fee of One Hundred Fifty and No/100 Dollars (\$150.00), plus interest, after the due date until paid at the current prime interest rate of PNC Bank. JCPS shall invoice Licensee for any such charges incurred.

the Premises 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 Premises, an antenna support structure only for the Communications Facility specified on Exhibit A. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Structure. In such case, Licensee shall provide detailed plans for the necessary equipment and ground space, including any necessary utility easements. The plans for the use of such ground space shall be attached and incorporated herein as Exhibit B and shall be subject to approval by JCPS, which shall not be unreasonably withheld, conditioned or delayed. Licensee further has the right (subject to the terms and conditions of this Agreement) to make such alterations to the Communications Facility in order to ensure that the Communications Facility complies with all applicable federal, state or local laws, rules or regulations.

Prior to any material alteration of the Communications Facility by Licensee, JCPS shall approve Licensee's plans for alteration ("Plans"), such approval not to be unreasonably withheld, conditioned or delayed. After JCPS's (i) failure to respond in writing to Licensee's proposed Plans within thirty (30) days of their receipt; or (ii) failure to provide a written response within thirty (30) days of receipt of Plans revised by Licensee after initial disapproval by JCPS in accordance with this Section, the Plans will be deemed approved. After approval or deemed approval, the Plans will be considered incorporated in this Agreement as Exhibit B. If JCPS disapproves the Plans then the Licensee will provide JCPS with revised Plans, such revisions to be within Licensee's reasonable discretion. In the event JCPS disapproves the revised Plans, Licensee may either (x) make further revisions to the Plans and submit them to JCPS for review in accordance with the process and the time schedule set forth above or (y) terminate this Agreement by providing written notice to JCPS. JCPS will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Agreement and will return the Plans to Licensee promptly upon request. Licensee maintains the right to perform routine maintenance, repairs, replacements and upgrades to the Communications Facility without JCPS approval.

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. <u>LIENS</u>. 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. <u>POSSESSION</u>. Subject to JCPS's obligations hereunder, Licensee (1) accepts the Premises 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 Premises or the Structure, unless expressly provided hereunder, or if resulting from the negligent or willful act or omission of JCPS, its employees, agents or contractors.
- any other utility service that is necessary for the operation of the Communications Facility. Licensee will arrange at its expense for the installation of a separate meter, main breaker or other equipment necessary for the delivery of any such utility service, and any utility easements, subject to JCPS's prior written approval of the exact location(s).
- 14. <u>ACCESS</u>. 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 (502) 485-3462.
- TAXES AND OTHER CHARGES. Licensee will pay all taxes and 15. other charges imposed by any federal, state or local authority attributable to the Communications Facility. Nothing herein shall require Licensee to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon JCPS. Licensee shall not be responsible for any other taxes or charges attributable to the Site or the Structure. In the event JCPS receives a notice of assessment with respect to taxes or assessments which are attributable to Licensee's Communications Facility, JCPS shall provide Licensee with copies of each such notice promptly upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. For any tax amount for which Licensee is responsible under this Agreement, Licensee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by the applicable jurisdiction. If JCPS is required by applicable law to pay certain taxes and fails to do so, Licensee shall have the right but not the obligation to pay any taxes due by JCPS hereunder in order to prevent a foreclosure sale of the Site, in addition to any other rights or remedies of Licensee. In the event that Licensee exercises its rights under this Section due to such JCPS default, Licensee shall have the right to deduct such tax amounts paid from any monies due to JCPS from Licensee.

Any tax-related notices shall be sent to Licensee in the manner set forth in Section 32 and, in addition, a copy of any such notices shall be sent to the following address:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration - Taxes

Re: Cell Site # LS1099; Cell Site Name: Beargrass (KY)

Fixed Asset Number: 10021070

575 Morosgo Drive NE Atlanta, GA 30324

16. <u>REQUIRED INSURANCE OF LICENSEE</u>. 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:

<u>Site Insurance</u>: coverage for fire, extended coverage, vandalism, and malicious mischief, for not less than 90% of the full replacement cost of the Communications Facility. Licensee may self-insure this coverage.

Commercial General Liability Insurance: operations hazard, independent contractor hazard, contractual liability and products and completed operations liability, for \$5,000,000 combined single limit per occurrence and in the aggregate (bodily injury, personal injury and property damage liability). Licensee shall include JCPS as an additional insured on its Commercial General Liability Insurance. JCPS's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Licensee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the gross negligence of JCPS, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of JCPS, its employees, agents or independent contractors; and (iii) not exceed Licensee's indemnification obligation under this Agreement, if any.

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. Licensee shall notify JCPS in writing not less than thirty (30) days before any cancellation or non-renewal of any required coverage that is not replaced.

Licensee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement.

- 17. <u>INDEMNIFICATION</u>. 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, invitees, contractors, or representatives (collectively, "Agents"), except to the extent caused by or attributable to the negligent or 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 the use of or presence on the Site or the Structure of Licensee or its Agents.

Except for the foregoing indemnity obligations or as otherwise set forth in this Agreement, Licensee and JCPS each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

- 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 in the market as defined by the Federal Communications Commission in which the Premises is located. 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 or any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, Licensee. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise. 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. Upon notification to JCPS of such assignment, and receipt by JCPS of a written agreement by the assignee to be bound by the terms of this Agreement in form and substance acceptable to JCPS, Licensee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.
- during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Communications Facility (including without limitation any of Licensee's ground space equipment) as are required to keep the Structure in a structurally safe and sound condition, including periodic inspections and maintenance of the Communications Facility, the Structure and the Premises.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Premises, Licensee shall make such repairs within twenty-four (24) hours after notice to Licensee from the JCPS Manager of Real Estate. If Licensee does not make such repairs within 24 hours after such notice has been given, JCPS may make such repairs at Licensee's expense, and Licensee shall pay JCPS within thirty (30) days after notice of JCPS' actual costs of the repairs.

Agreement, and at JCPS's expense, keep the Premises, the Structure and any other improvements located thereon owned and/or leased by JCPS in a structurally sound and safe condition, other than any maintenance and repairs to the Communications Facility (including without limitation any of Licensee's ground space equipment), the Premises and the Structure that are the responsibility of Licensee under Section 19 of this Agreement.

- 21. <u>SURRENDER OF PREMISES</u>. Upon the termination of this Agreement for any cause, Licensee shall peacefully vacate the Site in good order and condition except for casualty beyond Licensee's control and reasonable wear and tear resulting from Licensee's use of the Premises. Licensee will remove the Communications Facility, within the time frame specified below in Section 34, 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.
- **DEFAULT AND REMEDIES**. The occurrence of any one or more of 22. 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 or appropriately bonded or otherwise reasonably secured within sixty (60) 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 for more than thirty (30) days after written notice from JCPS; (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 terminate this Agreement, in which event Licensee will immediately surrender the Premises to JCPS.

If JCPS fails to provide Licensee with access to the Site as required by Section 14 hereof within twenty-four (24) hours after notification of such failure or JCPS fails to resolve or diligently pursue the resolution of an interference problem as required by Section 3 hereof Licensee shall have any and all rights available to it under law and equity. If JCPS is in breach of any other representation, warranty or agreement in this Agreement, and such failure continues for more than thirty (30) days after written notice from Licensee, and JCPS fails to continuously and diligently pursue completion of a cure after such thirty (30) day cure period, then Licensee (i) shall have the right to cure JCPS' breach, (ii) shall have any and all other rights available to it under law and equity and (iii) may upon written notice terminate this Agreement.

- have the quiet and peaceful use and enjoyment of the Premises for the purposes described in this Agreement, subject to the provisions of this Agreement, during the term of this Agreement, without ejection by any persons claiming rights under JCPS (subject to the provisions of this Agreement).
- 24. <u>COVENANTS AND WARRANTIES</u>. JCPS warrants that (i) JCPS owns fee simple title, or has a leasehold interest, or has a valid license, to the Site and has rights of access thereto and (ii) subject to Section 26, if the Site is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, JCPS will make commercially reasonable

efforts to provide promptly to Licensee a mutually agreeable subordination, non-disturbance and attornment agreement ("SNDA") executed by JCPS and the holder of such security interest substantially in the form of Exhibit D attached hereto.

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's 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. JCPS and Licensee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Site.

"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.

In the event Licensee becomes aware of any Environmental Hazards on the Premises, or any environmental, health or safety condition or matter relating to the Premises, that, in Licensee's reasonable determination, renders the condition of the Premises unsuitable for Licensee's use, or if Licensee believes that the licensing or continued licensing of the Premises would expose Licensee to undue risks of liability to a government agency or third party, and such condition was not caused or contributed to by Licensee, Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to JCPS.

26. <u>SUBORDINATION AGREEMENT</u>. 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. <u>SEVERABILITY</u>. 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. <u>CAPTIONS</u>. 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.
- 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. <u>NOTICE</u>. 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 VanHoose Education Center 3332 Newburg Road Louisville, KY 40218 Attention: Franklin Jones

Manager of Real Estate

with a copy to:

Wyatt, Tarrant & Combs, LLP 500 W. Jefferson Street Louisville, KY 40202, Suite 2800 Attention: Frank J. Mellen Attention: R. Benjamin Straus

Licensee:

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site # LS1099 Cell Site Name: BEARGRASS

Fixed Asset No.: 10021070 575 Morosgo Drive NE Atlanta, GA 30324

with a copy to:

New Cingular Wireless PCS, LLC Attn: AT&T Legal Department Re: Cell Site # LS1099 Cell Site Name BEARGRASS Fixed Asset No.: 10021070 208 S. Akard Street Dallas, TX 75202-4206 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. The copy sent to each party's legal counsel is an administrative step which alone does not constitute legal notice.

- 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. <u>NO LIENS</u>. 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's 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 thirty (30) days thereafter, any equipment remaining at the Site shall be deemed abandoned, JCPS's waiver of lien shall be voided, and JCPS shall have title to the remaining equipment.
- 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.
- shall promptly execute and deliver to Licensee a recordable Memorandum of Agreement substantially in the form of Exhibit D attached hereto; (b) Upon the expiration or termination of this Agreement and the written request of JCPS, Licensee shall promptly execute and deliver to JCPS a recordable release of such Memorandum of Agreement and SNDA (defined above) (if such Memorandum of Agreement and/or SNDA has been recorded in the land records) and each in a form and with content acceptable to JCPS; (c) 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 amount of license fees and whether any license fees have been paid in advance.
- Agreement have expired and the Prior Agreement has continued in a hold-over status. Upon the full execution of this Agreement the parties acknowledge and agree that the Prior Agreement shall be fully terminated on the Effective Date as if the termination were the date originally fixed in the Prior Agreement for the expiration of the term. Notwithstanding any other provisions of

the Prior Agreement, the terms of this Agreement shall control and the Prior Agreement shall have no further force and effect.

CASUALTY. JCPS will provide notice to Licensee of any fire or other 38. casualty event affecting the Premises within forty-eight (48) hours of when JCPS becomes aware of such casualty event. If any part of the Communications Facility or Premises is damaged by such casualty event as to render the Premises unsuitable, in JCPS's and Licensee's reasonable determination, then Licensee may terminate this Agreement (referred to in this Section 38 as the "Termination Right") by providing written notice to JCPS within fifteen (15) days after the date of such casualty or other harm, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Licensee will be entitled to collect all insurance proceeds payable to Licensee under Licensee's insurance policy for damage to the Communications Facility on account thereof and, subject to the next sentence in this Section 38, to be reimbursed for any prepaid Annual Fee on a prorata basis. JCPS agrees to permit Licensee to place temporary transmission and reception facilities on the Site, but only if JCPS approves of the location, manner and times of the installation of such facilities and until such time as Licensee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including the payment by Licensee to JCPS of license fees as set forth in this Agreement. If Licensee does not exercise the Termination Right, and JCPS or Licensee undertakes to rebuild or restore the Structure and/or the Communications Facility, as applicable, then this Agreement shall not be terminated, and JCPS shall permit Licensee to place temporary transmission and reception facilities on the Site (at a location and in a manner reasonably acceptable to JCPS) until the reconstruction of the Structure and/or the Communications Facility is completed, and such temporary facilities will be governed by all of the terms and conditions of this Agreement, including license fees. If Licensee does not exercise the Termination Right, and JCPS determines not to rebuild or restore the Site, JCPS will notify Licensee of such determination within thirty (30) days after the casualty or other harm, and this Agreement shall be terminated effective as of the date of such casualty or harm.

39. SALE OF SITE.

- (a) JCPS shall not be prohibited from the selling, leasing or use of any of the Site except as provided below.
- (b) If JCPS, at any time during the term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises to a purchaser other than Licensee, JCPS shall promptly notify Licensee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Licensee's rights hereunder. In the event of a change in ownership, transfer or sale of the Premises, within ten (10) days of such transfer, JCPS or its successor shall send the documents listed below in this subsection (b) to Licensee. Until Licensee receives all such documents, Licensee shall be entitled to defer payments that become due and payable under this Agreement after the date of such transfer, and shall make all such payments within ten (10) days of receipt of all such documents:

- i. New deed to Site
- ii. Bill of Sale or Transfer, if any
- iii. Copy of current Tax Bill
- iv. New IRS Form W-9
- v. Completed and Signed AT&T Payment Direction Form
- vi. Full contact information for new licensor including phone number(s)
- (c) JCPS agrees not to sell any areas of the Site for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Licensee's permitted use or communications equipment as reasonably determined by radio propagation tests performed by Licensee.
- 40. W-9. As a condition precedent to payment, JCPS agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including, any change in JCPS's name or address.
- **RENTAL STREAM OFFER.** If at any time after the date of this 41. Agreement, JCPS receives a bona fide written offer, that JCPS desires to accept, from a third party, other than the Jefferson County School District Finance Corporation, seeking an assignment or transfer of license fee payments associated with this Agreement (a "Rental Stream Offer"), JCPS shall immediately furnish Licensee with a copy of the Rental Stream Offer. Licensee shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Licensee chooses not to exercise this right or fails to provide written notice to JCPS within the twenty (20) day period, JCPS may assign the right to receive the license fee payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If JCPS attempts to assign or transfer license fee payments without complying with this Section, the assignment or transfer shall be void. Licensee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until JCPS complies with this Section.
- 42. ATTORNEYS FEES. In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than JCPS, Licensee and their respective affiliates to recover their fees and expenses.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Agreement.

BOARD OF EDUCATION OF JEFFERSON COUNTY, KENTUCKY

Бу
Name: Dr. Martin A. Pollio, Ed.D.
Title: Acting Superintendent
NEW CINGULAR WIRELESS PCS, LLC A DELAWARE LIMITED LIABILITY COMPANY
By: AT&T Mobility Corporation Its: Manager
By: KATHEN WITH
Title: MANA MANA 6500
Date: $\mathcal{E}(2 17)$

Attachments:

Exhibit A – Site Designation Form

Exhibit B - Plans for Ground Space

Exhibit C – Specifications

Exhibit D – Form of SNDA

 $\underline{\text{Exhibit E}}$ – Form of Memorandum of Agreement

EXHIBIT A

SITE DESIGNATION FORM

LICENSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company

DESCRIPTION OF THE SITE: 2561 Grinstead Drive, Louisville, KY 40206

The land referred to herein below is situated in the County of Jefferson, State of Kentucky, and is described as follows:

Parcel No. 1

Portion of Barret Middle (Parent and Tower Parcel)

Beginning on the East side of Peterson Avenue, 1048-1/2 feet South of Payne Street; running thence Eastwardly, parallel with Payne Street, 227 feet 10 inches; thence Northwardly, parallel with Peterson Avenue, and with the East line of the alley established in Deed Book 770, Page 309, in the Office of the Clerk of Jefferson County, Kentucky, 185 feet; thence Eastwardly to a point which is 130 feet West of Galt Avenue as measured on a line at right angles to Galt Avenue, and which point is 259-73/100 feet South of Rowland Avenue as measured on a line parallel with Galt Avenue; thence Southwardly parallel with Galt Avenue, 200 feet; thence Eastwardly on a line at right angles to Galt Avenue, 130 feet to the West line of Galt Avenue; thence Southwardly with the West line of Galt Avenue, 499-55/100 feet to the North line of Grinstead Drive; thence with the North line of Grinstead Drive, Westwardly 579-4/10 feet to Peterson Avenue; thence with the East line of Peterson Avenue, Northwardly 438-79/100 feet to the beginning.

Excepting, however, so much of said property as lies within the alleyway established in Deed Book 739, Page 181 and in Deed Book 770 Page 309, in the Office aforesaid. Being Site B acquired by City of Louisville, Kentucky, by Deed dated October 23, 1972, of record in Deed Book 4580, Page 526, in the Office aforesaid.

Parcel ID #071B0001-0000 and 071B0001-TEL1

STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE:

As of the date of execution of this Agreement, the Structure to be used by Licensee is the existing tower structure used by BellSouth under the Prior Agreement. In addition, the rights granted to Licensee will include the right to use certain ground space reasonably necessary for placement and operation of Licensee's equipment and facilities. Licensee shall provide detailed plans for the necessary equipment and ground space, including any necessary utility easements. The plans for the use of ground space shall depict the ground space and shall be attached hereto and incorporated herein as Exhibit B and shall be subject to approval by JCPS, which shall not be unreasonably withheld, conditioned or delayed.

COMMUNICATIONS FACILITY TO BE PLACED IN OR ON THE STRUCTURE:

As of the date of execution of this Agreement, the Communications Facility consists of the equipment placed on the Structure by BellSouth under the Prior Agreement. If Licensee places

any additional equipment in or on the Structure, this $\underline{\text{Exhibit A}}$ shall be updated by the parties. If necessary, Licensee's equipment and facilities may be mounted on the ground near the Structure, subject to the terms of $\underline{\text{Exhibit B}}$.

INITIAL PAYMENT: Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), payable within fifteen (15) days of the Fee Commencement Date and again on the first day of the renewal term.

ANNUAL FEE: Twenty Thousand and No/100 Dollars (\$20,000.00) per year. The Annual Fee shall escalate by three percent (3%) every year this Agreement is in effect.

EXHIBIT B

PLANS FOR GROUND SPACE

[To Be Attached In The Event Herein Described]

The plans for the ground space near the Structure used by Licensee for placement and operation of Licensee's equipment and facilities is attached hereto as Exhibit B. In the event there is a change needed by Licensee to such equipment and facilities, Licensee shall provide detailed plans for the necessary equipment and ground space, including any necessary utility easements, to be approved by JCPS, which shall not be unreasonably withheld, conditioned or delayed. After approval, said plans for ground space shall be attached hereto as Exhibit B.

Attachment:

Plans for Ground Space



BEARGRASS SITE ID: LS1099

2561 GRINSTEAD DR JEFFERSON COUNTY LOUISVILLE, KY 40208

PROPOSED 2C EQUIPMENT UPGRADE ON AN EXISTING 93' SMOKESTACK

UTILITY PROTECTION NOTE

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE LITELITY PROTECTION CENTER, WHICH MAS ESTABLISHED TO PROVIDE ACCURATE LOCATIONS OF LINGERSHOUND UTILITIES. THE CONTRACTORS SHALL MOTIFY THE UTILITY PROTECTION CENTER AS MOURS IN AVAILACE OF ANY CONSTRUCTION OF THIS PROJECT. ALL NEW SERVICE AND GROUNDING THERMOSES PROVIDED ANY CONSTRUCTION OF THIS PROJECT. ALL NEW SERVICE AND GROUNDING THERMOSES THE OF THE WINDERSHOUND INSTALLATION (SEE



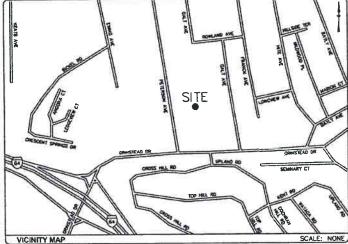


3001 TAYLOR SPRINGS DRIVE LOUISVILLE, KENTUCKY 40220 (502) 459-8402 PHONE (502) 459-8427 FAX

DESIGN ENGINEER

JEFFERSON COUNTY PUBLIC SCHOOLS PO BOX 34020 LOUISVILLE, KY 40232 CONTACT: TOM WORTHAM PHONE: (502) 485-8207 FAX: (502) 485-8579

SITE OWNER



DRECTIONS FROM COUNTY SEAT: IN LICLISVILLE STARTING AT THE CORNER OF MARKET ST AND 7TH ST, PRICEED NORTHON 7TH ST APRX 0.1 MILES TO US 31/US 80 (MAIN ST) AND THEN LIST. FOLLOW US 31/US 80 (MAIN ST) MEST ON
APRX 0.2 MILES TO 1-64 EAST RAMP AND THEN ROLL. PROCEED ON 1-64 EAST APRX 4.2 MILES TO 164 EAST RAMP (SENSIFED)
DRY AND THEN LIST. CONTINUE ON GENETICAD OR ARE DAY MILES TO GALT AVE AND THEN LIST. PROCEED ON GALT AVE
DRY AND THE STORMAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LET TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LET TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND THE ROBLAND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THEN LIST. FOLLOW ROW, AND THE ROBLAND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THE ROBLAND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO ROBLAND AVE AND THE ROBLAND AVE TO BARRETT MIDDLE SCHOOL PARKING LOT ON
LIST. TO 2 MILES TO COMPANY AVE AND THE ROBLAND AVE TO BARRETT MIDDLE SCHOOL PARKING AVE TO START AVE AVE TO BARRETT MIDDLE SCHOOL PARKING AVE TO START AVE TO STA

DESCRIBES FROM LOURSMALE ATAT MISO. STARTING AT 3505 COLLEGE DR, PROCEED ON COLLEGE DR ONE BLOCK TO TAYLORSMALE RD AND TURN LEFT. CONTINUE ON TAXLORSMALE RD AND TURN LEFT. PROCEED ON 1-64 MEST MAD TURN ROH. FOLLOW PRINSTRUMEN FROM PAY AND TURN MEST. AND TURN LEFT, PROCEED ON 1-64 MEST AFRIC 6.00 MILES TO EXIT 8 (CRIMSTEAD DR) AND TURN RIGHT, CONTINUE ON CRIMSTEAD DR AFRIX 0.3 MILES TO GALT AVE AND TURN LEFT, PROCEED ON 1-64 MEST AND TURN LEFT, PROCED ON 1-64 MEST AND TURN LEFT, POLLOW ROMAND AVE TO BARRETT MODEL SCHOOL, PARKING LOT ON LEFT TO SITE.

DIRECTIONS TO SITE

PREPARED BY: SCOTT CAVALCANTE

SITE HAME BEARGRASS

SITE ADDRESS

2561 GRINSTEAD DR LOUISVILLE, KY 40206

COORDINATES

LATITUDE: 38' 14" 59.42" LONGITUDE: 85' 41' 45.821"

PROPERTY OWNER

JEFFERSON COUNTY PUBLIC SCHOOLS PO BOX 34020 LOUISVILLE, KY 40232 CONTACT: TOM WORTHAM PHONE: (502) 485–8207 FAX: (502) 485–8579

APPLICANT

ATACT
GGT W CHESTNUT ST EAST
LOUISVILLE, KY 40203
CONTACT: MICHELLE WARD
PHONE: (502) 779-5950

TOWER TYPE

SMOKESTACK

TOWER HEIGHT

RAD CENTER

89° ACI

GROUND ELEVATION

508.53" AMSL LEASE AREA

PROJECT INFORMATION

Sheet No.	Description
T1	TITLE SHEET
C-3	SITE PLAN
C-4	TOWER ELEVATIONS
E-6	ANTENNA CONFIGURATION
£-7	RF INFORMATION
E-7A-7W	ATALT REDS

SHEET INDEX

POLICE DEPARTMENT PHONE: (502) 574-7064 LOUISVILLE METRO PD

FIRE DEPARTMENT PHONE: (502) 964-6011 LOUISVILLE FD (EDGEWOOD)

ELECTRIC COMPANY EGRE-ELECTRIC
PHONE: (502) 333-1944
CONTACT: JIM PIERSON (AREA ŁOCATOR)

TELEPHONE COMPANY

PHONE: (502) 348-4528 CONTACT: SCOTT ROCHE (ENGR)

CONTACT INFORMATION



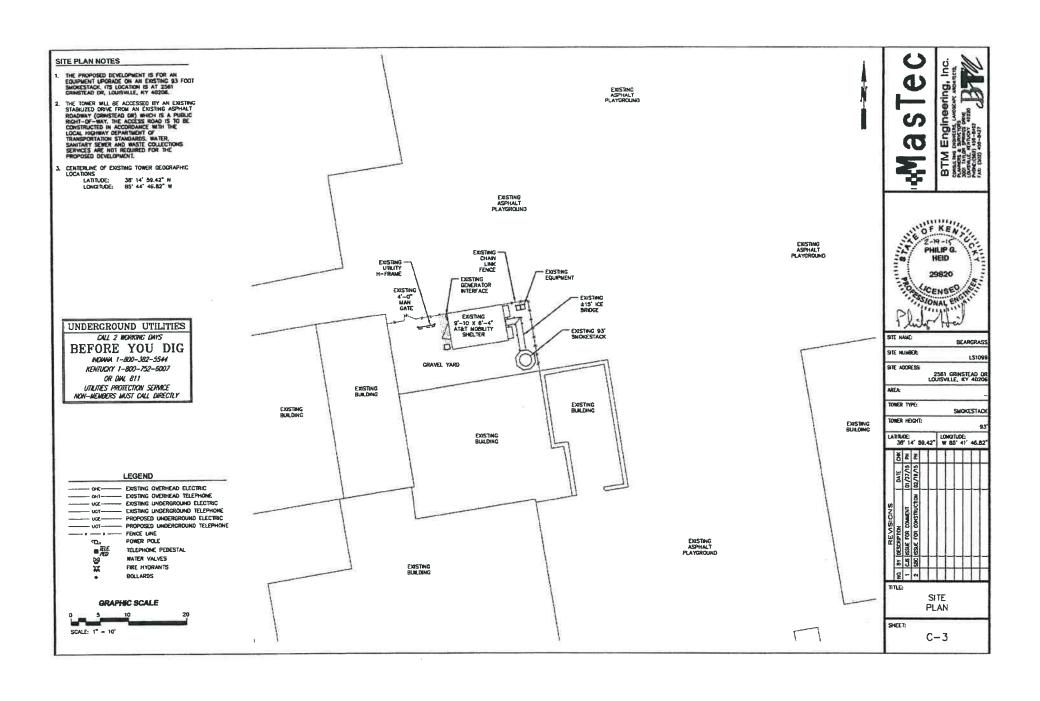


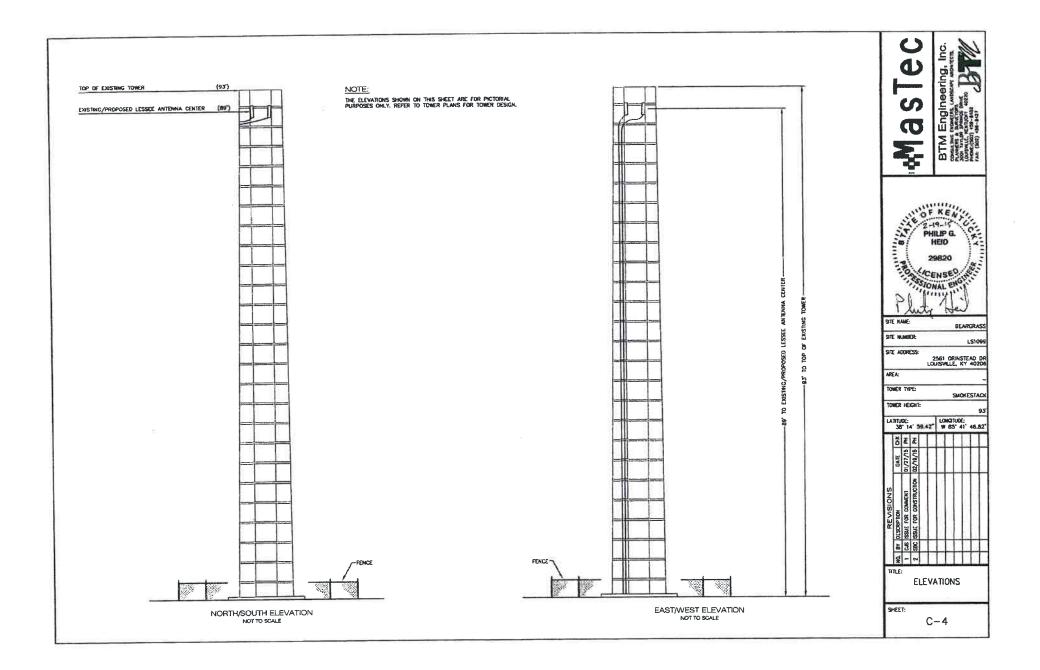
Ţ,	١.	Ž,	w	{	H.	ei	j	
ST	E 14	AMÉ				E	EAR	RGRA
911	E N	UMB	ER:					LSIE
91	E N	DOR	ESS:	LO	2561 UISV	ÇRI	NSTE	AD 402
ARE	EA:							
10	MER	TY	PE:			SI	HOK	ESTA
то	WER	HE	CHT					
LA	117U 36		4' 5	9.42"		NGITU 85		46.
	¥	Æ	₹	Т		T	T	Т
	DATE	01/27/15	51/61/20					
REVISIONS	SCRPTION	ISSUE FOR COMMENT	SSUE FOR CONSTRUCTION					
	94 106	CS IS	SBC	+	-	\forall	+	+
13	ğ	L	~		Г	П	T	Т

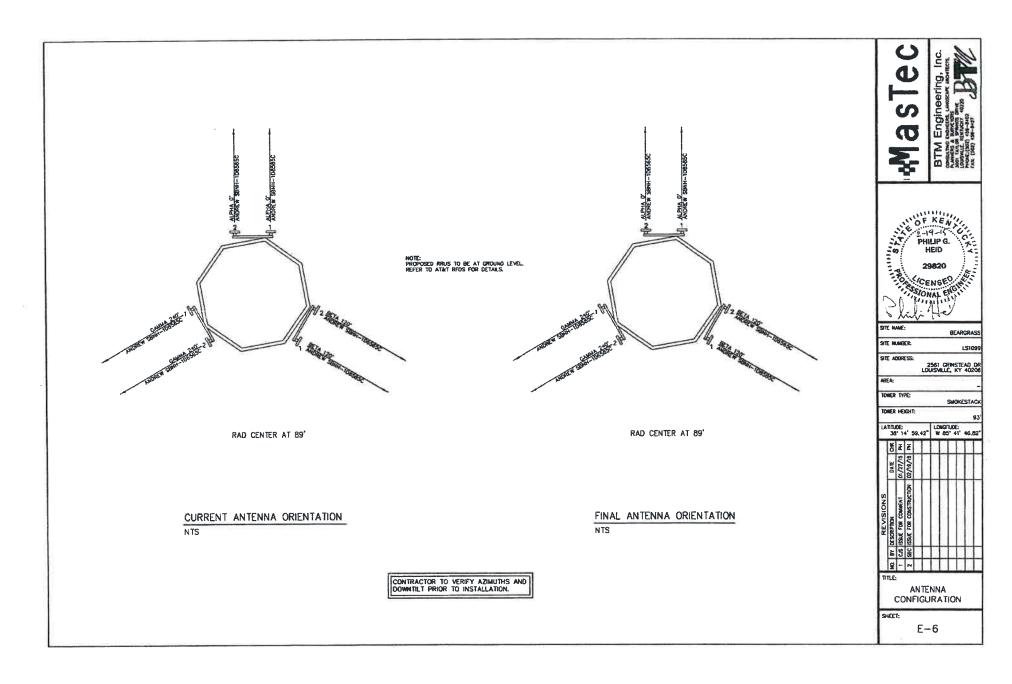
DD.E: TITLE SHEET

SHEET:

T-1







ANTENNA JUMPER INSTALLATION NOTES:

- AVOID UNNECESSARY BENDING OF JUMPER CABLES, CABLES SHALL BE INSTALLED BY SUCH A WAY AS TO KEEP BENDS TO A MINIAUL F CABLE EXCEDS ITS MINIAUM BEND MADRIS, OR IS CRUSHED, IT SHALL BE DISCARDED AND REPLACED AT CONTRACTORS EMPENSE.
- 2. WHEN HANDLING ANTENNA JUMPERS, DO NOT REMOVE DUST CAPS UNTIL CONNECTION IS READY TO BE MADE, USE CARE WHEN CONNECTING CABLES, VISUALLY INSPECT THE CENTER CONTACT.
- 3. THE ANTENNA CABLE SHELD SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN. THE ANTENNA CABLE SHELD SHALL BE BONDED TO A COPPER BUS BAR AT THE LOWER MOST POINT OF A VERTICAL RUN. JUST BEFORE IT BEGINS TO BEIND TOWARDS THE HORIZONTAL PLAND. THE ANTENNA CABLES OVER 150 FEET SHALL ALSO BE EQUIPPED WITH ADDITIONAL GROUNDING AT MID POINT.
- 4. DOWNTRT, AZIMUTHS, & CENTER LINE OF ANTENNAS TO BE VERFIED AND DOCUMENTED IN ACCORDANCE WITH ATAT MIRCLESS SPECIFICATIONS. IRRUS TO BE USED WHEN INSTALLING COAX LINE AND ANTENNA EQUIPMENT

NOTES:

- 1. ALL MATERIAL TO BE PROVIDED BY MASTEC.
- 2. COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) WRAPS OF TAPE.
- 3. ALL COLOR BANDS INSTALLED AT THE TOWER TOP SHALL BE A MINIMUM OF 3/4" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACING BETWEEN EACH COLOR.
- 4. ALL COLOR BANDS INSTALLED AT OR NEAR THE GROUND MAY BE ONLY 3/4" WIDE. EACH TOP JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS, COVER ALL COLOR CODE TAPE WITH CLEAR COAT.
- 5. EACH MAINLINE COAX SHALL BE COLOR CODED WITH (1) SET OF $3/6^\circ$ bands near the top-jumper connection and with $3/4^\circ$ color bands just prior to entering the BTS or transmitter building.
- 8. ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" BANDS ON EACH END OF THE BOTTOM JUMPER.
- 7, PLACE COLOR CODE TAPE ON BOTH ENDS OF BIAS "T" POWER CABLES.
- 8. ANTENNAS SHALL BE INSTALLED WITH DOWNTILT BRACKETS AND CLAMPS SUPPLIED BY ANTENNA MANUFACTURER.
- 9. ANTENNA JUMPER SHALL NOT BE COILED.
- 10. NO SITE WILL BE WORKED ON BY THE CONTRACTOR WITHOUT A RF FINAL CONFIGURATION SHEET IN HAND.
- 11. TOWER CREWS ARE REQUIRED TO PHOTOGRAPH THE MODEL # OF ALL NEW AND EXISTING ANTENNAS, AND RECORD THIS INFORMATION IN THE JOB CHECKLIST. ALL PHOTOGRAPHS MUST CLEARLY IDENTIFY THE SECTION AND ANTENNA BEACH DISPLAYED.
- 12. REDS & RET SWEEPS INFORMATION SHOULD BE PLACED IN THE SHELTER UPON LEAVING THE SITE-GENERAL CONTRACTOR IS RESPONSIBLE.
- 13. RET CABLE TO LAND AT DECK INSIDE OF SHELTER-GENERAL CONTRACTOR RESPONSIBLE. THE CABLE TO CABLE LADDER (DO NOT USE ZIP THES INSIDE SHELTER).
- 14. POWER FAILURE RELAY TO BE INSTALLED PER MANUFACTURERS INSTRUCTIONS.
- 13. THE DRAWING SET IS NOT A STRUCTURAL ANALYSIS. CONTRACTOR TO CONFIRM THAT PROPOSED LOADING HAS BEEN ANALYSED BY A LICONSED PROFESSIONAL STRUCTURAL ENGINEER PRIOR TO HISTALLATION OF PROPOSED EQUIPMENT.

BTM Engineering, Inc. cocas, no more of the cocas, no more of the

OF KEN PHILIP G. HEID 29820 CENSE SONAL EN

SIT	E A	AME	w	4		4	e.	•	_	-
_	_	_	_	_	_		_	88	ARG	RAS
_		UMB							£5	109
ST	EA	DOR	ESS		LOL	561 NS\	GF	ans E. K	TEA Y 4	D D
AR	EA:									
70	WER	TY	PE:		Ī		-	SMO	KES	TAC
TO	MER	HE	(CK1	:						9.
LA	7171 36	DE:	4" :	59.4	2"	LO	NGI 85	UDE 4	. 4	6.82
	ž	ž	æ	П				П	٦	T
100	DARE	31/27/10	81/61/20							
REVISIONS	DESCRIPTION	ISSUE FOR COMMENT	ISSUE FOR CONSTRUCTION							
	2 BY	3	286	_		_	Ц	-	-	+
'n	Z.		NF	-0	R RN		TI.	ON		1
SP	EE	T:			<u> </u>	- 7	,			

E 15 TO AND DESIGNATION		Intil the Substitute		A CONTRACTOR OF THE PARTY OF TH	WANTED THE PERSON			RFDS PERMITANT CITY	
3-200 a 10 1	ut	Parameter P (200)		no ne mil de Protonia		of reports			Pierces
ALC: NO.	mp .	The second second	Nation Ration	Pater Alex	- WORTH COM	THE REAL PROPERTY.			Aurord
VI 4 1 4 7 1 4 9 10	Age to 18900 by LFE 3C to the bottom (5 voles)							Britis at	
	440					16/106906		BITCH Warefule	
					1	ні т. энціца	70C. AMS	Course de	
	Ar I				3	ti »» caste	THE PARTY NAMED IN COLUMN		G250214 E153530 AW
					-		John Committee		HOZBOZIK ETCHARIONE HOZBOZIKA Z BILAR PM
A STATE OF THE STA	200				9 1				
All facults supply					ğ		The same		
ar men sight.	N. I				ž.	19644.00	an Managastata	WANTED GOVE BUE GOT OT	
Section 1	(4)				1	LPLAN JOS	er	MAN MIS SHE'S WE GIVE	
					1	IPLAN JOS	iez .	191,AM 6700 CAP 5 THE GAT 95	
23 10 3 10 10 10						SPE ANS JOH	rea .	BY AND PROGRAMM & SHOP AND	
III MALAN				Section 2 (OC#TION	MEGRINATION				
the House Comment of the Land	38.	1 - Vactorian Control	LOCATION IN COLUMN 1	Mary and the second	Sanda Alfullotana	quality	PRETAMENTAL	PAGE JORF P	henweiser
i - Medicalita Colo		A September of the		A CONTRACTOR OF THE PARTY OF		0000570		PACE JOB 6 2	
	ADMI BOUNCAST	Sarb		In the control of the		ORACLE PO		PAGE 408 6 2	
	MATERIA CHARITTAG D'ON'S	not wre		MAL / MAL		ORACLE FT		PACE JOB # 6	
	etres	COLUMN ASSESSMENT		Unconsult.		MARKEN SINCE NO		The state of the s	THE STREET STREET
SATTING &	44) au 14/2					MARCH AN		CAMPRIMITATIVES I	
442 - 32 3	CONGRESSION WATTERSON YEAR, TO	AND PROPERTY OF AN ECONOMI	CMO HERETBOU	ONE IN STANS LIGHT TO TAKE THE LOCKWEST PARMY	E Not a Company and Court formulas		MA.	CAMPA MEMORINE EX	
15-95-3000	Description Co. remain 6 total	AND THE PERSON NAMED IN COLUMN TWO						CARPA NATIVE #1	
MARCHARA ATTACA	arts.				3			CHERK MINTHE & 4	
Marine Sch						BORNER CELL MITH CONTORN CO.		CARPE NUMBER SA	COLUMN TWO
						AME STUDY RECYCL		10 10 10	100
当時下午の大きの田田	200					WHIP 000	step.		
) OSMALCIM	THE SEC	IN 3 - LICENSE COVERAG	FIFLING INFORMA	Tion			
A. HE PARK HODGE ST		COMMICS COM		aca scan assessed.			ŧ.		
Comment of any winners Com	anni- tae	COSA SCORECAR		THE PARTY OF THE P	- STORY	EGBA CALL SA	BANG: 1		
- purply the second for	100	DISA SCORECAN							
		Alipenia di	THE RESERVE THE PARTY OF THE PA	TOWER PEGLE	TORY INFORMACI	5N			
ATTRACTURE AREA DW	-	S ARCHIO PLEMATION IN	less.	STREETHER TYPE:	MATERIAL PROPERTY	Manuel Paccations Ton once	e-ul-l	Selling 1	
		Americana de la		FCE AND MINISTER		MARKET LOCATION AND BRIDE	Lane!	10 A A	The state of the s
AND DESCRIPTION AND DESCRIPTIO		TOTAL COMMENT OF		A STATE OF THE STA		MARKET LOCATION WAS MILE	Bent!		
Applicate and		STALLETIME HAMINT IN	LIAT PO			MARRIET LOCATION AND			
(AGPROA)	THE THE PERSON WITHOUT	no transcription	The second second	Water to the state of the state		MANNET LOCATION WCS			THE REAL PROPERTY.
		W. Carlot	The second second			MARKET LOCATION Facure		TVB (2)	Tierra and
				THE RESERVE AND ADDRESS.		The state of the s	THE REAL PROPERTY AND ADDRESS.	COLUMN TWO IS NOT THE OWNER.	CONTRACTOR OF THE PARTY OF
				Section 5 - in HI INFEF	MATTON CALLING		and the last of th		
	PESPEAN		price in acceptation			BAW.		BRUZZ	No. of the last
A	EAST CYCLORULE ATTENDED COUNTY IN	MACHOY OPERATIONS	26/6	ICS SEATRE					The second
	COMEX			PCS, BRATTLE		00		The same of the sa	
	COUNTY BUT SET SEEDS COUNTY BASE	MOENCY OPERATIONS	2009	STANSANTANTAN		*		THE RESERVE	HIPTONOV S
ıc	CONTRACT AND SHOCK CONTRACTOR		3%	TOX_SEATILE		racons			
8	COMPALE WITHOUT COMPOLENTE	COMMINICATIONS	[Jance	lica		Practical .			HIT III (SID S)
	COMPACE METROGRAP TOWNS AND THE		lass:	rcs		1			1 1 92
	COLMEGN 1 P ANTHONORE CONSOLIDATED		2002	1 _{scs}					
R.F.	1			i i					
The second second	THE RESERVE OF THE PERSON NAMED IN	CONTRACTOR OF THE	STATE OF STREET		Service Williams				C
		2 - 2 -		Section 5 - E. at 1 MH.	OR MATION - fight				September 1
Name and Address of the Owner, where the Person of the Owner, where the Person of the Owner, where the Person of the Owner, where the Owner, which the Owner, w				TOTAL TROUBLET AND					

SITE NAME: BEARGRASS SITE NUMBER: L51099 SITE ADDRESS: AREA: TOWER TYPE: SMOKESTACK TOWER HEIGHT: LATITUDE: LONGITUDE: 38" 14" 59.42" W 65" 41" 46.82"

TITLE:

AT&T RFDS

SHEET:

E-7A

Ezises ideas FCS, SEATTLE Ica A CHIRACLE METROBALE CONSCI. CATEG COMMUNICATIONS

AT&T_RFDS

(NOTE: CONSTRUCTION WANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

-«MasTec

STE NAME:

STE MANBER:

LISTOPP

STE ADDRESS:

2551 GRINSTAD DR

LOUISVILLE, KY 40206

AREA:

TOWER TIPE:

SMOKESTACK

TOWER REDORT:

38" 14" 59,42" W 85" 41" 46.82"

NOW 85" 41" 46.82"

STE ADDRESS:

SMOKESTACK

SMOKESTAC

AT&T RFDS

SHEET:

TITLE:

E-7B

				Sec	ing 8 - RBS CEN	ERAL INFORMATI	Primitiva - MC					
			- marie -	Will 200 Miles	CONTRACTOR COMMISSION	Allers and the	MARKE STYLE STATE	AMERICAN STATEMENT	AND DAY MINA	LIN SHO BOX	LPE test-same	LN
			181482	234101	2000 to	201447	SILEMINE -		J75/806			-
CTS COMMON IN			CA SURRE	Son, au vice 2	CATRICODES.	COLSCIANT 3			CYCLENOIS			
STATIO			20M	2627	MAN	JEW			2051.			
Acres acre to			10000	- Long	LOSS	Del .			1000			1
COM OR YOY?			_	la .	-	-			No.			
COLL SITE TIPE:			MEGICHAZED	INCOTONAZEO	sectoward	SECTORIZED	.=	Limited Street, Street	sicmeres			
SHIE TIPE			MACHE-COMPENDENA	UTS COMMERCIONAL	NTIE-COMMINITIONAL	WACHO-CONVENTIONAL		King and	MACRO-COMPORTIONAL			
GTRADCATION IO:			URDUNO	IK FERMA	MATERIAL.	MICROAL			CHONNU			
ORIGINATING CO.			CHGULAR	CHICHEAN	CAICULAN	CHERRAR			CWOULAR			
CELLIAN SETSON		The second second	logue .	con	GQLO	SOLD			aca D			
DES DETROCT			MONE	I CHERONI O	LOUGHLIE	LDUHEVILLE			LONGWILE			
per manuace			erset	and marks	EYEART	MY EAST			RY BAST			
				la .		,			H. HV. JEFTERMON. E. CH			
OPS ZONE			LOURVALE	LOIMMAN	L'CHINGVA LA	LOUISVALLE			COMMENTS			
SANT O'LLOON TOPS			DATE:	to and	auga	EASK.			CHERAY			
			MEANDRAM COM	LET WHE READERS AND THE READER	A SHOW MANAGEMENT	LS YORK (SEANONASS	Company of the Compan		LEAST MANAGEMENT			
EDISPORTIT MARKE												
BOLLECIAN BUYERS				, s	ection 6 - RBS G	ENERAL INFORMA	TION - final				进星的	
DOMESTIC PROPERTY.				\$	W	ENERAL INFORMA	TION - final			e ordine		
eculativi (ekoluty	and at the		A CONTRACTOR OF THE CONTRACTOR	THE PERSON NAMED IN COLUMN	W	The second secon		La sens control		OR NO FOR	ger (128 min)	
COLUMN PROPERTY	- Walso				SALES THE SALE	Australia made			The second second			
CONTROL DE CONTROL DE			LINE EL	Article .	ingthe and time	STATE OF THE STATE		Latera contains	prison.	STEEL SHIPE		
BOLLENYAL PROPERTY: #84-10 #75-10 #75-10 #75-10	> ************************************		CONTRACT CON	atend on autom, ?	THEFT MAY NOTE	STATE OF THE STATE		and the same of th	COLDINATE.			
BEAGO SETATO			ISOURS IOS RUMBE HOU	26-198 27-198 27-198 27-198 28-198 28-198	Program and store Tropics EV. SLEDOUS PROMP	STATE OF THE STATE		Latera das bais.	ornamic on praise	e west		
COW OR YOTY.	and draws		190, 84 1884 1400 5300	26-198 27-198 27-198 27-198 28-198 28-198	Program and store Tropics EV. SLEDOUS PROMP	STATE OF THE STATE			EVERONAL DESIGNATION OF THE PROPERTY OF THE PR	e aciff		
DOLLAND HE DOLLY). SER O CTN COMMON NO EXTERNAL AUGUST OF NOT COMMON TOTAL COMMO			ISBUEL FOR SUMMER FOR SUMMER FOR SUMMER FOR SUMMER FOR SUMER FOR	On Builder, 2 Place Page Page Page Na	THEORY AND THE STATE OF T	STUDEN CONTRACTOR TO THE STUDEN CONTRACTOR C		CONTROL COST COST	ST GROWN CYT DEGRAN DB St.		Con this min	
DOLLARIZA PROMETY: #88.0 CTS COMMON IN BYATHO ANALYS STATE COM, STR TIPE GOE TYPE:	SANCE NO		CONTROL CONTRO	AMOUNT DATA COME TO THE COME OF THE COME THE COME OF THE COME OF THE COME THE COME OF T	THE STATE OF THE S	STATE OF THE STATE		Same dos Guid.	Prime CY DASHS BIX. BIX. BIX.	THE STATE OF THE S		
DOLLARY M. PRODUTY. ##8.40 #		Contract rate rises	ISSUED FOR THE STATE OF T	AMERICANA SERVICES OF SERVICES	PROBLEM TO THE STATE OF T	STATE OF THE STATE			Prime CYLDASE BSX. SSX. SSX.			
SEA OF THE CONTROL OF THE COMMON IN THE COMMON IN THE COMMON IN THE COMMON INTO THE COMMON INT			TOWARD ACT SELECTION AND SECURITION AND SEC	AMERICANA TOTAL TOTAL	PROBLEM TO THE PROBLE	STATES CONTROLLED AND ASSESSMENT OF THE STATES SOURCE OF THE STATES OF		I tarre could	Prime CY DASHS BIX. BIX. BIX.	100 NOT 100		
OSLANIZA PRODUTY #84 O OTS COMMON ION #84 OF STATEM #84 OF MAT IS ONE OR TOTAL OTHER TYPE OTH LOCATION IS OME PARTY ONE OME PARTY ONE OME PARTY ONE COMMON INCOME.	aba a ma	QUICAN INS	CONCLARS LOCAL CONTROL LOCAL CONTROL MACRO-CONTROL CONCLARS CONCLARS CONCLARS CONCLARS	SAME SAME SAME SAME SAME SAME SAME SAME	PARTY AND THE THE PARTY TH	SHETT HITE HOSE STATE OF COLORS S SOW SOS SOCIOUS S S SOCIOUS S SOCIOUS S SOCIOUS S SOCIOUS S SOCIOUS S SOCIOU		being out the	Prism CO DESC. SING SING SING SING SING SING SING SIN		2.99 likh min	
PRACTICAL PROPERTY OF THE PROP			CRUET FOR BUILDS FOR STORMER TO STORMER MACHINE CONFORTIONAL CROCKED	LANGE SEAN TRANS JANES SEAN COLOR SEAN LANGE SEAN	INSTITUTED TO THE TENT THE TEN	SETTING SET		core and has	Prime COLORSIED DESC. DESC. DESCRIPTIONS DESCRIPTION D	UR NO DE	cas differen	
COMPANY AND			SHARE FIGURE 100 SM METORITIE MICHIGANISH MICHIGANI	LANGE SEA HORS. JAMES SEA HORS. PART SEA HORS. PART SEA HORS. PART SEA HORS. ALLIEUTORIED ALLI	INSTITUTE AND THE THE PARTY AND THE PARTY AN	MATERIA MAN SPARE SPARE SPARE VOT. SLIDAM E SCOW 100 100 100 100 100 100 100 1		Issue Cast leas.	THE TOTAL THE TO	0100	CST Milk ratio	
OSLANCE PROGRAY STATE COMMON NO STATEMEN SHAPE COM OR TOTA ON TOTA OR STATEMEN	else of tree		SHARE FIGURE 100 SM METORITIE MICHIGANISH MICHIGANI	LANGE SEA HORS. JAMES SEA HORS. PART SEA HORS. PART SEA HORS. PART SEA HORS. ALLIEUTORIED ALLI	INSTITUTE AND THE THE PARTY AND THE PARTY AN	MATERIA MAN SPARE SPARE SPARE VOT. SLIDAM E SCOW 100 100 100 100 100 100 100 1			STREET CYC DEBC BIX BIX BIX BIX COLUMN TO THE		co illi	
PRINCIPLE PROPERTY FRANCISCO AND STREET STR	Columbia	dance piece sides	SHARE FOR ALLERS SON SON SON SON SON SON SON S	LAMPS SHAMMAN FRENCH ON DATABLE 2 FRENCH FRE	Indigital after time PROBLE VALLEDIBIS PROBLE VALLEDIBIS PROBLE VALLEDIBIS PROBLE VALLEDIBIS VA	MITTE TOTAL MAN STREET VEY SLOWE S VEY S VEY SLOWE S VEY		LINITE COL MAN.	STRIME TO BRIDE SINCE SI		ess Mh una	
OSLANCE PROGRAY STATE COMMON NO STATEMEN SHAPE COM OR TOTA ON TOTA OR STATEMEN	and an engineering	dans and little	DIVIDED STREET TOU NOT SOM MOTOLOGOMOTO MOTOLOGOMOTOMAL ORIGINA CONTRACT CO	LEATY DO NOTE OF THE PROPERTY	Sign's and time Project Triging Trigi	STATE TO THE STATE OF THE STATE		and the same of th	THEM TO FREE BIX SIE			

BTM Engineering, Inc. construction of the cons

			_			_		
SITE	E N.	AME				В	EAR	CRA:
91	E N	BWU	ER			Ξ	L	\$10
SITE	E A	DOR	ESS:	LOL	561 JISVI	GRIA	STE	AD 6
AR	EA:							
TO	WER	14	PE:			SM	OKE	STA
TO	WER	HE	GHT:					5
LA	nn 36		4' 59	3.42°	LO	GITU 85°	Œ: 41	46.8
	ž	Œ	ž	T	П	T	П	
	DATE	01/27/15	02/19/15					
REVISIONS	DESCRIPTION	ISSUE FOR COMMENT	ISSUE FOR CONSTRUCTION					
	H	3	×					
	ø	-	1~		П			

TITLE:

AT&T

RFDS

SHEET:

E-7C

 $\underline{AT\&T_RFDS} \\ \text{(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)} \\$

		-			100				on 7 - RE						-4-2		100				om			
X	-	200	Contract	2 1000	Dette	SOT REE	CAPTE II	m nec	VARIO 2	NO 1908	anerth o	THE REAL PROPERTY.	- EMPTRE TO	TK FEET	- Date of	Mark Trans	1,79 6	OT BOOK		7 mm	LIKE	U 411	LIE	6130 FE
enc.		m. /										_					_	00-00-00					-	_
BRCHRICKINE POIL III					LING BYESCH	1441	LSWLXYCSCRE	101	DANCHERONE	nes .	LEVIAVE SCHO	AB1				_	1970		-		_		-	-
LAC	W	_			13091		15981		rseas	_	30061			-	-		_				_			_
MC	- 10	-			-		-	_				-		-			ERICALON	-	-	_	-		101-	_
SELF-BUT VENDOR		-			EMCS/ON		ENGCERON		ENCOSÓN STREMODOS		SZIR PHOTOGR			_			MAT MOCOR				_		-	_
COMPACIE TYPE					THE CHICKS	34	JOOR BACKLORY		STATE MODES		SCH NEEKH	-					INTO BEDOOR	60						-
uppahen		-	-	-	-									-	-									_
CARMIT LOCATION		_															57							_
MARRIET STATE COOR		-	_		Yes				Yes		Yes.			-0000-16			Ym				10			_
ACPE	-		_	1000													Loss							
ROOF E MISSION PARENT NAME					- awarese	Medic 2005 5000	GD-LKHZS/W	MARK 200	LEMANYCHICZE	eigr. Jago saba	MANUTECH	minering year			7.1		(F26"							-
PAGENT NOR			_	-	PASSIAL SO		manustrap		CA 28EMETH'S	-	WARRENT SA	-	-	-	-	TO SE	-	-	-	-	-	-	-	
						o lette			ction 7 - 1								3.64	V 100		200				Ŷ.
	-		- AM 76	o min.	wit	tersor	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	NO NAME	, steries	at a mine	Cherry	The Mila	mark o	ne mile	DACES O	TSC PIEMS	634.3		8983	and and a	1.70	NO 5300 .	1.278	ark s
MSC															_									_
ESCHWOMME NOW IS					LBYLKYCEC	IDM) 1	KRAMANCHOM	N/A	LAVLANGEGRE	MEST.	LIBNACYCISCN	Met					7#30	_	-	_	-	-	-	_
LAC					13061		P\$861		19de5	-	t-Seeks	_		_	-	_	-		-		_		_	_
#AC					-	_	-		GENCHAON		ERCHSON	_			-	1111	BAKESBON		-	- 10	-		-	_
EDUFACET VENDOR		-		_	SRICESON ZUIN (FICCIO	-	NOODA NOODA		NON HOODA		1208 MIDGOR	_				_	DISCHARGOOR				_			_
ADUPMENT TYPE		-	-		ZUTR 61-COM)m	1306 INCOOR	_	SACIO PRODUCE		PRO ANTICON	_					PEC 1 PROCESS	-						_
LOCATION		_	-	_	-	_	-		-															_
CARNETLOCATION	_				-				-		1						RY							_
MANUS STATE TOUGH					-		Ten		tes.		re-			107			Ven					· ·		
HOSE & MUNICIPAL		_			-		1										1988							_
PARENT HARE					LIM MOR	-	Leva/Ordson	M61 4MG 3659	UMAYOR MA	MATERIAL MATERIAL	LIN KOYSON	9491 AUNG 3620			N.									
	9999		100	- V	Townson Inc	1000		of the last live in the	n d - RE	1000	100	-	new .	vuetaras	3.74		To y	THE P	21 200	THE S	100	28	5	
	500 UT				TAMES	T personal	T more	CRETERIN	ORTH 100	SECTION AND	- CHETE, ETH	THE RESERVE OF THE PARTY OF	UMTO STR	- GUESTIN STOL	CHECK STREET	SHEET STAN		all or	Car of		UR VIII	Lincoln		21
V The second	80	1966	ex	1908	100	1001	100	100	494	MG	435	1998	200	falls.	- 100	1986	700	- 100	1001	ARE	WCM	- BUTTURE		-
AME IO:				1	164482	254 KC	E01047	21864	-	-	-	-			-	-	PEAN			-	-	-	-	÷
CELL IGNOCY.		1100	_		ROYLEU (MAY)		COLDINAMS	AVI. SUMME	-	-	-	-		_			ECVLE 1980	-	-	_	-	-	-	+
ETS COMMON IO:	1				EAN 477 2086	CAL STREET	2 Septatores a	KIL BURNES	-	-	-	The same	21000	1	-	The Land	LTR.1000	LINE	AVE DOS	LIKAGE	ATE MID	ATTEN		-1-
								2 3	13E4		201	10	5.7	4.3		1	300	122.000	400	ANG.	WCA -	PUTURE	Mari	
	-				1		I			1		1		j				1	1		1	1		1
CDA WART	1		1			1				1							1	1	1		1	į		1
CTO COMMON NO.	200	-72			1	1	1			1		1						1	1	1	1	i	1	1
	Marin.	7 36	211 211	Route			100			100000	A size of	MEGER	ST-ON	final								Port I		
	Tax many		nice and			400	S-3	ALC: UNKNOWN	tion ≌ - f							Company of the last of the las		TO MANAGEMENT	-	-				
	GAME SET	100 1000	ON DE	000 100	230	-		-		MATE IN	-	Personal and	CHETE KIN	CHIEF STOR	-	materox	LIS SEE	THEFT	TAK MA	THE SEL	ATRICE	4376 187	Sie	
	. 100		-	1 100	114400	Same .	Dates	lamu.	1		1				1		3294db						1	Ť
186 O:			1	1	I I SALED		3010A7	MAN SPANSON	1	1	1	1		1	i		ESYLPTONE	1	1	1	ī	i	1	+
CELL INVICE:		_	1	1	la VI HI HOM		2 See SLEON S			1		1		1	1		KYLOTON	i	1	1	1	i	1	士
CTS COMMON O.I	75.05.53			13.00	1	1	47 1 4 1 1	1		1	H 570 Y	1000	C877	3650	4	4440909	LHIDO	LILES	LIE MO	LITERO	LHPE	L75 300		1
				199				Palara :	100	3 . A	1		11-17-5	1977	1	ALC: N	765	100	-	-	MCE	O'LITE AND	1	1.
ents inci			Ī		1				1	1	1	1	_	1	1	-	1	1		1		-	1	1
PRIL HOURS			1	1	1	1	1	1	1	1	1	1	-		1		1	_	_			1	1	1
CTE COMMON IO			1	1			1	1		3	1	1	1	1	í		1	1	1	1	1	1	1	- 6

HMASTEC BTM Engineering, Inc.

_	_ "	_	•			- 1	BEA	RGR	AS:
321	ξH	UME	ER:					LS1	09:
SIT	EΑ	DOR	ESS:	ro.	2561 U(S)	GRE	NST KY	EAD 40	DI 201
AR	EA:								_
10	WER	TY	PE:		_	9	MOK	EST	ACI
TO	WER	HE	IGHT:			_			93
LA	nn X		4' 5	9.42	1.0	WCITE 85°	DE:	46.	
	¥	퓵	æ	Т		П	T	I	
	DATE	01/27/15	02/19/18						
REVISIONS	O. BY DESCRIPTION	1 C.S USSUE FOR COMMENT	2 SBC (ISSUE FOR CONSTRUCTION						
Y	TLE			-		_	_	_	_
					&1 D5				

E-7D

Sersor 9 SOFT SECTOR ID LENSING SOFT SECTION CVLG1084,7 LYL SHIPLING Krt.Sul@ed MECTOR P HTLEU COM CITARO LIENO LIENO LIENO LIENO BECTOR A BECTOR & SECTOR & SECTION F 10911 858 56 CVL9.000K \$11,01000,7A 1120108W F MESTER I KYLSUSSMA LIFE CONT. C METURA SO MACTOR 6 METOR D MICTOR D MICTOR E

-«MasTec

SITE NAME:

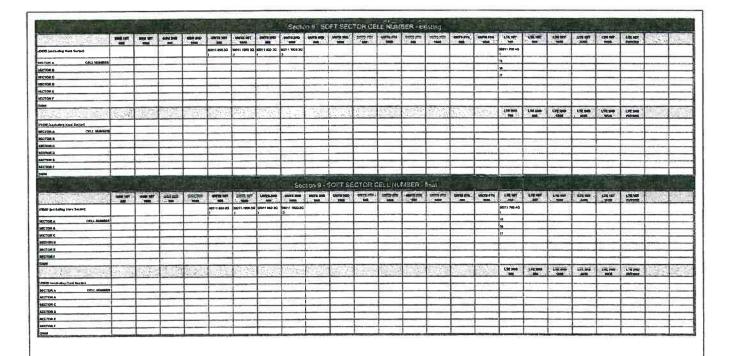
SHEET:

9.42*	MCI TU	DE:	46.8	
-	MCI TU	DE:	9	
-				
9.42			46.8	
-	1	T		
I	T	T		
-	 			
		-		
	I	Τ	П	
	\perp		П	
		AT&T RFDS		

E-7E

BEARCRASS

 $\underline{AT\&T\ RFDS}$ (note: construction manager is responsible for using the latest atat rfds)



«MasTec

24 E M	WARE:			. 6	EAR	GRA	55
SITE N	UNBER:				į	S10	99
SITE A	DORESS	2	:561 #5V	GRII	NSTE KY	AD 402	DF
AREA:						Τ	
TOWER	TYPE:			- G	IOKE	STA	0
TOWER	HEICH.	ť:					9.3
LATIN.	DE:	59.42"	LO W	NCITU 85	DE: 41°	45.6	12
ŧ	₹ ₹	П		Т	Т	П	_
DATE	01/27/05 02/19/15						
REVISIONS DESCRIPTION	ISSUE FOR COMMENT ISSUE FOR CONSTRUCTION						
à	3 8						
ĝ	- ~				L		
TITLE		AT RF					

E-7F

 $\underbrace{\text{AT\&T} \ \text{RFDS}}_{\text{(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)}}$

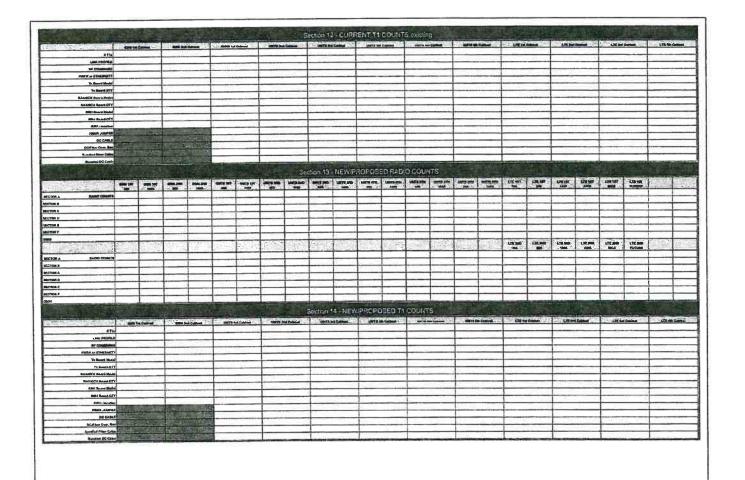
-«MasTec

91	EN	ME	:					96	AR	GR/	
27	EN	UMB	ER:							.510	>
Set	E A	DOR	£55:		25	561 15V	G	E,	STE	AD 403	
AR	EA:				_				_		
10	WER	TY	PE:					SMI	OKE	STA	u
TO	WER	HE	IGH1	b					1.7		9
LA	11 Tu 38	OE:	4' 5	9.42	2-	LO W	NG!	UO j	11. E-	46.	
	¥	ĕ	Æ	П							ľ
	DATE	01/27/15	02/18/15								
REVISIONS	MOLI 4802530	ISSUE FOR COMMENT	ESSE FOR CONSTRUCTION								
	BY	C.S.	8	\Box							
	Ď.	-	~					9			ĺ
IJ,	LE:					۲ر SS					

E-7G

SHEET:

AT&T_RFDS (NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)



BTM Engineering, Inc.
BTM Engineering, Inc.
Const. Inc. Const. March & March &

STE NAME:

STE NUMBER

STE NUMBER

LS1099

STE ADDRESS:

2561 GRINSTEAD DR
LOUISVILLE, KY 40200

AREA:

TOWER TYPE:

SMOKESTACK

TOWER HEIGHT:

38° 14' 59.42' W 65' 41' 45.82'

AND E E E

STE NUMBER

SMOKESTACK

TITLE:

AT&T RFDS

SHEET:

E-7H

AT&T_RFDS (NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

						SA CURRENT							MA THE								
ANYZIANI COMM	ON POLDS	ANTENAL	POSETION 1	AATEMA T	PÁGTINÔN L	'AND NO	MY BOBLISON S	10.00	ANTENNA POR	FROM 6		ANTIBONA, PT	BETHOW S	100	And the	A Relativistic of			-	· record	-17
440	-	EBAH-SOMHEO		MENN-FORMAC																	
	ANTHON MARKET	Antres		Miles									C VIII								
ancil	White the best of a law of the	66 40011 1007,1		38 4X (1 10X) 1.								-									
	ANTENNA WEIGHT	W.I	2 2	W1				_												- 111	
1166	ADMUTH		- 10													- 00					
MA	MANETIC GEOLINATION																				
900	BATTON CHIEFLY AND S	H		*															wes Silv		Ξ
	ARTENNA TH MEIGHT																				
INC	CHANCAL BOWATILT			0				_								1011					
	PRESENT ANDUM		716	Palati an															-0.00		
-	ET Maker (CITY/MCC)																				
MINOR MA	RESTORATION SOUTH				E-1956											1	- 1111				
	AN EXECUTION CONTRACTOR										-					1					
100	PLESS (STUMOOTS)							1								1					
Antonio MET CONTRO	OC LIMIT (CITY/MICORS.)			110												1					
100	E BLOCK (STYMODEL)																				
-	THALLIN (CTTMINOCOLL)		£10019U-13U6 or Dead		George Intradigiti	(m.)													1 57-		
CONTRACTO MUSCOSWA PO	THE THE HOPMHONES Y		NY.			TO SOME THE STREET		1							S. CARTHERY						
AUN FO	M THAN SOTTHOOD.																				=
- 11-12-02-	PLIER (OTHERSO)							1													
Attail . I	ALL PROPERTY				MRA:11								0.00								
704.1	Mit beat (Director)	Committee and the committee of the commi																			
April - 10	CONTRACTOR SERVICES														SUE						
1994 - A	WE																				
8304 - W	PCS beau (STY/MORE)									-11						7 - 710					
Authorized BRDC Pt +1	me have port-model.											1			711						
	AND BANK SO TYPESON SEL																				
	moments and Transmitted			2 11 11 11 11 11 11 11 11		2007										1					
	CONTRACTOR OF THE PARTY OF THE																				
	Littlewest (OTV-86200%)		1.11													1					
	Local Harbert Hourt		*			transporting a					=-11-										
	Local Stacton social																				
	LACO VARIAL NAME																				
					-	EDS-COMMENTS	Pro-st - second	1	Farms.	Para	,	0.00		1		-	-				_
-		10.00		4104.00			AUTOMA	-	STATISTICAL.	выстисы	LINEANOR	Place of the last	11	ALL OF ST	TREPLEMENT OF THE PERSON NAMED IN COLUMN TO	TURNO		WINDS ATT	=	Date	
		47.75		0.00			ATOLA	-	America	PL.T	Property of the last	i in	(Pert)	ACCULATION N	entry issue	MINO.	PRODUCTS.	Post		-	
- 1W-0-W-	PORT S		90911 A 850 39 4	KYLNUNINA. KYLNUNINA		UNITS 860	SOMETHING AND AND STREET	165				V3G,5-98 on MBU NOVE	11540				MO.				
A SHEET VERY ASSOCIATION	POST 2		90911 A 1900 347 S	CVLSIUHOBET		UNITE 1800	58964 106565C 1640604; 6207	171		2	,	VOC.5-60 pt 1600 kB/c	119 63	-			wo				
ANTENNA PORTION 2	1		68H1 A 200 4G 1	KY5.0100, 74, 7		LTE 780	20x41	154			lastner.	THE ANDREW FIG.	120.00	1							
ANTENNA POSITION 2	PORT 1	1	10011A3004G1	NT-01000, 74,7	1	Fig. 40	TONG SERVICE CHART	100	1	P	Samener.	73th 7600 April:	France	77			1			1	

		AME	_			e	EARG	RAS
SIT	E N	UMB	ER:				LS	109
21	E A	DOR	E55:	LO	561 JISVI	GRIN	STEA	020 020
AR	EA:							
TO	NC.	Ι¥	PE:			SM	OKES	TAC
10	ME.F	HE	ICHT:					93
LA	nn 30	DE:	4' 56	3.42"	LON	65°		6.82
	ž	ž	Æ				П	T
	DATE	81/12/10	02/19/15					
REVISIONS	CRIPTION	JE FOR COMMENT	E FOR CONSTRUCTION					

AT&T RFDS

E-7J

SHEET:

 $\underline{AT\&T_RFDS}.$ (NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

Marie Mari	Automatico Committee	CAMPBELL CONTRACTOR	ANTINIA DE	oriena d		Section 2	Alcife	ma reductorité à	D. Selection	AUTOWA POS	mon4	12	Alemana son	CHOOLS .	1100	ANTENNA	A Programma s	12.30	al and out	Arriana, State	rition 7	2.3
Martine Martin Martine Martine Martine Martine Martine Martine Martine Martine																						_
Martin M	2007					Table Transport							(10.111 <u>- 1</u> 0.71)									
Second 19	ARTE												room of the									Ξ
Mathematical Mathe					M.:																	
Mathody of the land of the lan					Con					U.L												Ξ
A SIGN PRODUCT	mad.																		-			
Ministry	date	ALTHOUGH STEEL HOUSE DE				-55 -44				33												
Company Comp		AMERICANA, THE ASSESSMENT				-8						_						T. Wang				
Application		CHANGEL BOWNTERT S										_			_							
### Comparison (Comparison) Comparison (Comparison) Comparison (C		PERSONAL AMOUNT	The second second		The state of the s	V 200 20									_		_		(N = -			
SHOULD SET TRANSPORT	Assess Mil	LESCONTING WANTED								_					_		-			_		_
Manual Processor Conference Confe	mende ann	DESCRIPTION TOTAL		120											_					_		
THE PROPERTY OF A THE PROPERTY	Def	PLENER HATT MODELE							-			_	_		-					_		
### TOTAL CONTROL CONT	-	PLEASE (GY/MODEL)										_			_		-			-		_
TRANSA (PI MODIA) Common and C	AND PART COMMISSION	S. SHOT POTOTORES.				-1011		and the same				_					-		NIII			_
TRICKE, SPETIONS, SPETIONS	90	BLOOK (STYMEOGL)								_		_			_		1			-		_
# 250 COT FOR THE SECTION OF THE SEC	19	MALALA (SITYMODIN)				C	v1.0			_							_					
### Part Part	INSANT INJANT FORES PO	OR THE SOTTEMODICS.							-	_		-			_							_
See	POLI POR	THE CONTROL				-				_		_	-				_					_
Section Sect		FUNK (CYMERE)				8				_		_	_		_		-		_	_	111	_
Section Sect						NUE-11		_	-	-	-				_		-					_
### 1985 - 1985	000-2	The same to remember 1		The Market						-		_					-			-		_
### 100 10						e indianal classes			-	-	_	-		_		_	-	-	-			-
ASSECT TO A CONTROL OF THE PROPERTY OF THE PRO	ARC - MI	WE have serveroom in							-	-		_					+		_	-		-
Activated 1 (1999-1995) Activated 2 (1999-1995) Activa								-	-	-		-	_	_	_		+			-		_
### PART PART								-	_	-		_	-			_	+	_		_		
### ### ##############################	-	THE REPRESENTATION OF THE PERSON NAMED IN							+			_			_		+			-		-
Marie Annual Composition (Composition (Com						-		+	-	-	-	-		_	-		+-	_		-		-
Application from the Control of	Automod Core	THE PERSONNEL						-	-	-		_	_		-		-	_		-		-
Lass flavors facts: Lass flavors flavors facts: Lass flavors flavors facts: Lass flavors	Associated Confe	MANAGE STANCES	1			100			-	-	_	_				_	-		_	_		-
LASE TRANSPORT SERVICE ACCURATION AS PROJECT PROJ		Gottle Market Mose 1													-							_
AND		Laçal Marter Hotal																				
POINT SECTION 2007 SECTION 200		Extent Indicate Indicate								_												_
POINT	H 1955		tari en Par	7 20	1	To a	04 A6	555	1000	100		NOOATECT.	11502	-	PATE I	ohu.d	ST Ca	50.0	MATCHES AND	1951	10.	1
POET 0011 870 20 4, 07.00 1989. TW/19 90 10465 360-6 20T 1 9 0 07.540 1099 90 1040 0 10465 360-6 20T 1 1 2 0 07.540 1099 90 1040 0 1045 1045 1045 1045 1045 1045 1	MCCPIC FRANCE	POST MARKET		-	Alms See	A 25 00 1	Incompany of the last of the l		- AMILES	ALBOTOMES.		The same of		=	SOUNET		becore with	SCHOOL ST.		=	Com	
2004/PORTOX 1 200172		PORT					arets at a	SSARV- IORESC ASCHIRE DIOT	196		ŀ		750,540 m 459 kmg	1990				***				
	DULA POSITICIA 1	POST ?		-		1	UNCTS SIGN	54001-	17:5		ŀ	-	VALUE OF LEGIS PIECE	169.63	•			NO			Silv	
				-		_		1	1	-		-	-	-	-	-						í
SHORE PORT (40011 8700 40 1 CYLERON 18.1 575 (100 100 100 100 100 100 100 100 100 10								SCHOOLSC. TESSELL MOT														

«MasTec

SI	EN	AME	2				38	ARG	RA	s
SI	E N	UME	ER:					Ľ	S10	9:
SIT	E A	DOR	ESS:	ro	256°) GF	RINS E. F	TEA	မာ မီ၀2	Di
AR	EA:									
το	WER.	14	PE:				SMC	WE:	TA	CI
TO	WER	HΕ	IÇHT					_	-	93
LA	11 TU 38	OE:	4. 5	9.42°	FC.	NGI 85	UDE	1 4	6.8	2
	¥	풊	æ							ĺ
	DATE	01/27/15	02/19/13							
REVISIONS	DESCRIPTION	ISSUE FOR COMMENT	ISSUE FOR CONSTRUCTION							
	Β¥	SS	뚌							
	ğ	-	~							
T)	ILE:			A1 RF	& Ds					

E-7K

AT&T_RFDS

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

Account for the second	A DESCRIPTION OF	ACCOUNT OF THE PARTY OF THE PAR	ANTHORIS OF	ONTRON 2	dion 150 FOUR	ALFORNION S		-		C	Abrillian Prin	THE R	4	Acres	Fairmais s	170		ALCOHOL: PO	APPROVE T
		Cab	e-IDMAC																
ANTENNA VINOVA A			_		20 2 2 2			may - 1	7 22			7		53.81			100		
A CW & SE SESS MARTINA		la.	4X11 44Z/ 1																
ANTHONA WEIGHT I		96.7																	
AZMENTA		216					700												
MACINETY DATE MATION																			
AND RECORD COURSE BANK T		-	V					10-2	500										2004
ANTONIA THE MECON																			
MPC MANGAL BOWNTEST		14	W = W =																
PESSER AMOUNT							110												
Access ACT Water (GTY00000.3															1				
SUMPLE ASSESSED REPRISONELY					570									1111	1 (10)11	F = -			
SANTENCE (SPEAKING)		10												mini-m-					m_ m
CLEONITION HELETANO													_						
THE BET CONTROL LINET (OTTYMEDIĞL.)			10/2017					100											-
OC MACH ASTRONOMELA																			
THALAM (OTYMORE)		TTD618G-13MR at Ded		Contine that constitutes t	Py 1												31115		
NET DELICE FOR THE SETTY AND DESK.													_		_			_	
POLI POR TIME (RTV/HORG).	1									_								_	
PALTER ASTYANOSEL											1		_						
Man - Personal (OTYRICORL)		1		an./3-11						_					1				
MEH - MOR MAN HOTYANGELS	1,500								1				_	- 1111				_	
1901 - THE MARKETY BROOKS										_									-
23004KV101 band dilka 1880																			
AND WEEK													_			_			
COLUMN TO STATE OF THE PERSON ASSESSMENT																			
CONSTRUCTOR Sent SETTINGEN															_				
Additional Communical (SITY WINES.)						W							_		-				
Andrinasi Communich KITY/8007EL													_						
And Aural Comprised STATEMENTS									100						10000				
Local Merkel Made																			
Level Market Hotel													-						_
Lacel Market Health															-			_	
						I Comment of the last	Program			Teller cont			The state of					The second	
				-		Millions Millions	=	Name of Street, or other teams of the street, or other teams of th	CLESTINGS.	ADMATICE Charles	-	=	EMATEUR MODELLET	- UC POTO	MALCONE WILL WILL WILL WILL WILL WILL WILL WIL	MITTANIETA MONELET	POSED Minimal	=	2
PORT		20011 C.050 30 4, 20011 C.050 30 1	COLSUMOC.		CARTE 460	5999- 10898C BIONPY 6907	165		1		AND ESS IN SECTION	119-05	•			40			
IN POSITIONS S		99011 C 1906.3C 3	POOLEU 18090		LIMITE 1403	SCHOOL- SCHESKSC, SECCHARIZ, DIGST	121		h	0	VXL5.00 at 1000 1400	110 03	•			ж			
HOH! E						Same-	-	-	1	Ovto-	FIE HADREN PIL	1200	1					_	1

AT&T_RFDS

(NOTE: CONSTRUCTION NANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

C	nc.
O	l
	Je j
S	Engineering
Ø	
2	BTM
<u></u>	

SII	, N	AME						88	AR	GRA	s
SIT	E N	OMB	ER:						ı	.510	8
ST	E A	900	ESS		ια	561 #5\	ALL!	E,	STE	A0 402	D
AR	A:			_		_					1
ΤΩ	MER	ťY	PE:					en e	OKE	STA	_
το	NE,R	HE	GH	f:		_			_	_	9:
LA	nn 36	OE:	٠:	59.4	2"	TC	NG 8	TUD	E:	45.	_
	š	Æ	ž								
	DATE	01/27/15	21/81/20								
REVISIONS	NOLL/180530	ISSUE FOR COMMENT	ISSUE FOR CONSTRUCTION			The same of the same of the same of					
	W	3	SBC								
	NO.	-	2								
П	LE:			,	AT.	& I	г				_
					₹F						

E-7L

SHEET:

1100				Sect	tion 164 -	NEWPROPOS	FO SECTORICE	ELL INFO	RMATIC	ON SE	CTOR A	(OR OMN)	with a	Series.		Sec.	NO.	12700		-	
Duraway Consul	m purche	ANTENNA POS	Project 1	Califfornia Phil	VNOW 1	Arthenic	A POSITION 3	A SHEET A	LIFTERIAL DESIGN	trends A	F. 37	MITTERN POL	attile t	Water Street	- Gerresel	- POSITION E	* 181	2.2		PROM T	Ξ.
	Lane march-semper.			L-(ZINSINSC												133/15/10					_
	ANTERNA VENDOR	25 25 25	- Arres	- 100m of the																	_
	20 x W t 16 2008 AMAE			11 907.1	1111111111		who miles				_			-							_
	ANTERNA WHITE		41			F					_			\rightarrow							_
	AZ MATON	200									_	and the second		-				-			
1860	CPARKERS SECULIARITYCH										-			-		-					
RADA	NATION CENTRE (bad)		N								_			-			- 1				
	AMTERIAL TO HEIGHT								-		-			-		_					_
	CHANCAL DOMESTS. 1					_		-						-							_
	FRENCH AMOUNT				-	-	_	-			_	-		_							
	THANK ATTANCOFL:						-		-		-	\rightarrow		_		-			-		_
	PEDIOR ENTYMENTAL							-			-			-		+					-
	PLEXES BUTY BUTH				-	-	-							-		1	-	- 11	-+-		
	PLEXER ACTIONODES						-	-	_		_			_	-	+-			-		-
Antonia DET CONTRO							1	-	-	- 111111	\rightarrow	\rightarrow		_		1	_		_		
	BLOCK SOVYMODEL						-		-	_	_	-		_	_	1	-		_		
	TIME IS THE TAXABLE			EN.	NAME AND PART OF THE				-		-			_	-	1			_		
CURRENT SUBCERS FO						-		1	-		-					+			-	_	
	THE STREET				-				_		_										_
	SKING SITTERSELL						-	-			_					1					=
	THE PROPERTY.			-	MUSE-11		_		\rightarrow												
	S Same No LAMBOOM I						1	-				-				1					
	800 same KSTYRHOOGELI				M.M.O.	-1			100	_000111_000			- 27								
	WE have (QTEMODEL)										_	-					-				
	and based and Primate Co.				= - 11																
	and found to TY/MICOELI																	1		tuiller-	
	way bean HEIVINGORFLE																				
	MANAGER AND STREET															1					
	THE REPORT OF THE PERSON AND PERS			-															- 1		
- Additional Day	Local Market Kelet						***********														
	Local Stocks (Hoto)													1100						30110-	
	Lacal Hartest Habel																				
				Warrangia and										-							_
hair ancone haun			out in prices	Attail 1000			=	-			-	1111	=	MON AT	LLO POTO	BATTE.	MONTH.	1	-	==	19
14881	PORTS	SI DESTRUCE DE L'ANDRE	9081A780 10.1	CYC09099_7A_1		LTE No				•	1	her Avenew Fyo. res. 780 MHz	120 00	0						are and	1
ANTONIA PORTION 2	Priett 2			CYL01096, 24_1		LTE AWK				4		POET AND REPORT FIRE, JOHN WATER REPORT	040	0							

-₩asTec

STE NAME:

STE NAMER:

STE MANBER:

LS1099

STE ADDRESS:

2591 GRINSTEAD DR
LOUISVALLE, KY 40208

AREA:

TOMER TIPE:

SMCKESTACK

TOMER HEIGHT:

93"

LATRUDE:

35" 14" 59.42" W 85" 41" 46.82"

W 85" 41" 46.82"

W 85" 41" 46.82"

NO STEEL W 85" 41" 46.82"

STEEL W 85" 41" 46.82"

W 85" 41" 46.82"

STEEL W 85" 41" 46.82"

W 85" 41" 46.82"

AT 85" AT 85

E-7M

 $\underbrace{AT\&T\ RFDS}_{\text{(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)}}$

			TOTAL INC.	- Julian		16B - NEW/PRO					N SEC							-8,2	100	
and Street, Donney,		ARTONIA		ANTUNA P	DEFRONT	ANTIBALIA	POSITION I	100000	ANTENNA POR	INCOM.		APPROMENDED PO	der Petition 6	475	434739-00	APCINITIONS		17.6	AUTHORIA COS	rnow7
audition.	MA MAKE - MODEL			Steen-downs.																
	AMERICAN VENCOR			Nedron				-		THE IN THE	-			_			_	-		100000000000000000000000000000000000000
ANTESA	MA SHEEL BY A WINGSTEEL			M-AX15 BIT.1				-	_		_			_						
	AACEBABAA WARANTI			41	- 100			-	-		_			_			-	_		
	ADMOTH			170				-			_			_		-		-	-	71.00
SM SM	ETIC PROJEKTION							-			_			-						
MAGIAT	non committeed			9				1			_			_						
	TENMS TO MESSAT							-			_									
HERM	MMSAL, GOHRTE, 7							-			_			_						
	PENDAN AMERIK						,	-			_			_		-		-	-	
Antonia RET I	Seler (CTY/MODEL							-	_		_			_		-			_	
Sample ANNIE	TEP (OTHERSE)	2011					-	_	_		_			_		-			-	
CAPLE	CHE COTYMODEL							_	_		_					-			_	
DOP: 5	CAVA JULY MODEL		711					-	_		_					1				
AMARON RET CONTROL	UNIT (GTVMGGGEL)										_	-		_		-	111,			
	JOSE AND															1				
Title	A SECURITARION AND AND AND AND AND AND AND AND AND AN	-10			HALL PLANSE .	na .														
LARCHY HUIDCIANS FOR	THE HITYMOOGL																			
	MAI PETTINGEN																	1 2		
	AGE (OTVINGEN)		Sherry and	V-100																
	Same stationers.				MOJE-11					1111										
	Bear (ATWOODS)							72												
	Sand SETTLEMENTS.					21	E X X								175	1				
	NAME OF PRODUCT OF				MAGNESS. 18															
	bene egrypropes							1												
Additional With \$1 - max												The many								
Antibon film st																				
	pands of Personalists		-		- m-			1	- CH1	- G-1										
	and surrespond																			
	HO STITUTE																			
	Local Bachel Reter																			
	Carcal Market Resipt																	-		
	Enoug Mortes (Robs)										==:::::::::::::::::::::::::::::::::::::			1111	diction in the					
	F85-57	SS 20 SW	Carrier .	10 10 10 10 10 10 10 10 10 10 10 10 10 1	100		2016201	THE ST	12000			DECISION N	130	l. Tal	531 A	(S.J.)			2	
en erasec reside			UNIO AND	A1044 TIES	1990	-	ATCLL	-	SERVICE SCHOOLS	BACTERIA BLT	=	777	H	MINUT ALT MINUS	-cre loud percen	MOCHT	MONAGE MONAGE	NI DILAM	1	=
	PORT 1		80011 8 780-4G 5	MYL01003_70_1		. NE. ADD					043m	780" AND MIN'S 780. 200 MIN'S	170 30							
HTEHNA PORTION 2	FORTE	m comment of the		KYLD1089,28,5	I	LTE, MAS				þ	-	THE MICHEW FILL	e 60	0						

			しして			BTM Frontingering to		PLANETTE & SURVEYORS	MODEL STATION SPENCE DRIVE	PHONE (562) 456-8400	A STATE OF THE PARTY OF THE PAR
911	E N	AME	4					696	EAR	rgr.	USS
SIT	EN	MB	ER:	2		1.1				LSt	
91	E AI	DDR	ESS		2	561	G	RIN	STE	A0 40	DR
AA.	EA;		_		LUC	3131	-	۲,		40.	_
10	WER	TY	P£:			_	_	214	OKE	STA	MCK.
TO	WER	HE	ICH1	k.			_				32
Į,	11TU 38	OE:	4" :	59.4	2	LC	NGI 8	1U0	E.	45.	82"
Γ	Š	Æ	Æ							Γ	
	DATE	01/27/15	02/19/15			Section 1					
REVISIONS	O. BY DESCRIPTION	I CLE ESSUE FOR COMMENT	2 SEC ISSUE FOR CONSTRUCTION								
 	S.	Ξ	2		_	_	_		_	L	_
11.						&1 DS					H

SHEET:

E-7N

AT&T_RFDS

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

ANTENNA CIONACIA	1	APPENDIA POR	STACES T	ANTENNA POL	MINOR Y	AMERICA	E MONTHON D	Take San	ANTONIA FOR	TICHE 4	1,000	- ANTERINA POR	IFICH 1	THE LEY	AHTEM	APOSTRIKA.	A 30 WELL		OF THE OWNER OF THE	MORY
	M MANE - MOORE			06-1DM685C		-9 CCHI HIL					-									
	ALLES A SPECIES		444	***																
	LL SIZE CO & W & TO			E119E71																
	ANTENNA MEGIN		-																	
	ACHIUTH		240																	
MAGNE	THE DEGLINATION				J		- Jight		100				www.=/fem			- III - (A.)	X-100000			
	OD CHICAR MAD		0					100												
AND	THOSA SP MERRIT	- Jy				5 1														
MICH	MICAL DOMETTA Y		3											_						
	PRODUCT AMOUNT	- Transaction																_	-	
	LIPSOMYTO COL			-manager -		THE PARTY								_		-				
	LEUCHNYTDS NOV													1		1		-		-
	INNE POTVANGOEL													_		_			_	
	TOR ADTYCHOOGS													-1-		1				
Antonia MEY CONTROL																-				
	ACH STYMOOTH								and I											
	ANA AUTYMOREU				Dat 20615's	na l														0.0
MARKET MARKETONS FOR					in the															
	MAKE SOTTOMODEL				300 100															
	THE STREETS															1				1111
	THE STYNOOGL			-	200															
	PON GLOSOPTI				-			1												
	MITTERS.		-		RUS-17											1				
	man patronista.		-																	
	- Property																			
Additional State of a new				_				1					Tiov=							
Acres 201 (2 - 02)							1													
	ONCH BETTANDERLE							1												
	INLANDORTI	_					_	_												
	- Independent							_	_											
	Local Burket Hatel																			
	Local Marty (Signal																			
	Logal Started Hotel		,											**************************************					SHIDS-SI-	
		mul residen		W. 64-11-11-1																
		Arriva de la companya della companya de la companya de la companya della companya				PINE		ACTUAL		BEINGA	AMOUNT		Peater	ESAIT NOT	THELESES	mer tree	BOWNER	METERPLANS	The state of	-
CLANCELO MOTOR	PORT HANNER	****	(States (March)	, ATOLA THO	THEFT	THE HOLD OF THE HOLD OF	AFFEL	with	Admirth		-	7700		MODIFIET	LLG MITTE	becom!	SCHOOL	PONESS (Dane)	grant.	-
O Marie and	Joseph Control	W CALLET	ft left month	POLS1000_7C_1		LTE PRO			-		C)OCCOR-	THE MADRIEN FO.	72003	Į,	75.0					
1	PORT 1		10811 G 788 4G 1	Marian W.	1			1	-		1		-	-			_	-	-	1
HYTHINGA MORE IXAN 2	MOUTE !			907L01089_2C ,1		TE AWS		i		le .	Day on	ANDREW FXL.	940	14	1				i	

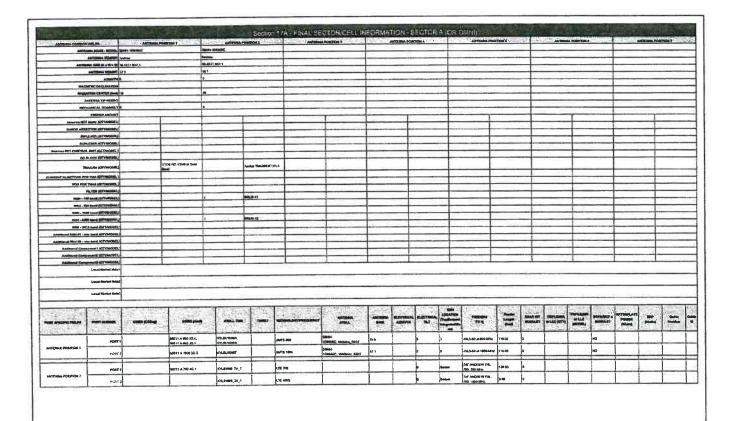
SITE HAME: BEARCRASS SITE NUMBER: LS1099 SITE ADDRESS: 2561 GRINSTEAD OR LOUISVILLE, KY 40206 AREA: TOWER TYPE: SMOKESTACK TOWER HEIGHT: LATITUDE: LONGITUDE: 38" 14" 59.42" W 85" 41" 46.82" TITLE: AT&T RFDS

SHEET:

E-7P

AT&T_RFDS.

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST ATAT RFDS)



BTM Engineering, inc.
Both with the control of the

| STE NAME: | BEARGRASS | STE NAME: | LS1099 | STE ADDRESS | STE AD

AT&T RFDS

E-7Q

SHEET:

AT&T RFDS

	1000				- S	lection 178 - F/L	IAL SECTOR/E	ELLINFO	DRMATH	ON - SE	10 2-2		A SIL		200	n e	18 m		S		
31 447	7 THE	CATTORNA	POSITION 1	ANTENNA P	(C) (NCM) (I)	summer	A PORTAINS		ANTENNA POR	Work		ANTENNA POR	mon a	TO V	Acres	a Properties d	Time by the	110	Alcheleta eco	mercus P.	12.7
	MANAGE - MOREL			heres-striousC					77.0												
	NOSHEW ANDERSON			Letino											- 100						
	Mark Will at a We Si			96.671138/3						-1111				_							_
	ANTENNA MERCHO		10 000000000000000000000000000000000000	54E 1																	
	ADMITTE			120			710														
меде	METTIC DECLINATION							1													
	ATION SERVICE PARTY					\$ 1 mg		1													
-	HICEMAN SEPHERENT										-51				-						
	THE PARTY OF THE PARTY			2				10													_
	PRINCIPA AMOUNT				777	XIV			111	100									10		- 11
Artem \$41	Dan (GTIMONII)						1	10-710							10.00						_
	CHITCH MITTER-ORDER				1111																_
**	water in recently							1		170	10.	-							_		
	HOUSE POLYMORES							1													
Annual OFF CONTROL		me and a second														1					
	BLOCK STYNKOOL		1																		
	KANING RETYRIOSCI.		[778418G-1264 ot Own		Carin Thichlass W.	15-1															
CURRENT MARCTORS FOR	THE STREET																			man, man, ma	
	SHAR (OTVINIONE),																				
	M. TON (STYLMOUSE)																				
	many party months				MARIE III																
	SO hand SQT PAREOUSL)		10000																		
	an annual party managers.		Committee 1							11. 111. 111			3 10 111		- 111						
	d band conversion (WILE-12																Ξ
	S warm of Principles					- 5										V					
	per incomment				1												- 7-175-	211111111111111111111111111111111111111			
Andreas Marie Co.																					
	omeni intrascodi.					I Comme															
	meneral las rancosa.								100 E 170	- m- men	300										
	CHOOSE FEET CHOOSE		_						1							1					
Amount	Count Special Special							7.	- 77											-10-20-00	
								_	-	-								-			_
	Local Market Moto:							-													-
	Coronil Manager Shared	L				- 1 11 15 JW 2 1 JW				00022		S-201-255	25000						inc		=
5 - F S - 7 1	E TOTAL	CAR VISI		200	S CONTRACTOR	Maria Salaha	Marginal Control	N. I.	25%	S. L.	LOCATION	5	EUI.	1		The state of the s	12.		20		eu.
-				anti-tree	reser .	12 - Land	Add (Sample ATTAL)	ANTERNA Cash	ALAETTOCAL EXHAUTH	W.T			Ξ	SERVICE SET	- its com	***************************************	MONTH	=	=	==	8
No. of the All	PORT	1	30911 0 499 3GA 30011 0 500 3G 1	KYLEU1009E.		UNIS 616	MANUAL INCLINES AND	155			4	A372-16 15 000 00-6	110 (2)	c			100				-
ANTONIA POEMON 1	Post		90011 8 100 30 1	ISTLEUTONS		WATE 1980	SBARN- TORNOC MIZNAN, SKOT	171		,		196 E-02 H 1874 HE-P	14103				40				
					+		1	1-1-1				AND AND ROW FIG.									Ξ
ANTONIA PORTION 3	PORT	4	\$8011.8 P00 4G (KVLD1098_78_1	1	LIE NO		+-	1777.13	1	Soften	THE ANDREW FXL	129-06	•		-	-	-	1	-	-
	18291	4	i	KYLO1988.38, I		ATE MINS	L	1	1	Þ	-	280, 1900 Miles	500	•			1	1	L		

BTM Engineering, Inc.

_	_	AME	_		_		EAR	SRA!
ST	E NI	UM6	ER:				Į.	S10
91	E A	OOR	ESS:	LO	561 JISVI	CRI	NSTE.	AD 8
AR	EA:							
10	WER	YY	PE:			Sk	NOKE	STA
TQ	WER	HĘ	GHT:					g
LA	111U 38		ť 5	9.42	LO!	65°	0E: 41	45.8
	¥	Æ	Æ	Т		T	П	П
	DATE	01/27/18	27/9/20					
REVISIONS	DESCRIPTION	S INSUE FOR COMMENT	ESSUE FOR CONSTRUCTION					
	187	53	SBC	_	Н		-	Ц
_	2	_	~	_	Ш	_	\perp	Ц
T)	ILE:			AT RF	&T DS			

E-7R

						oution 12C + FIN		LL ME	HMAT	ON - SE	CYORG	11	100	The same		SIL .	S				3
Sections Division	com as	SAFETAPA	PORTION1	I ANTONIA PO	ernow z	Marin	ACMITTACK S	.5%.	WITH FOR	10014	10 J.	Jacobski Pali	COLUMN 1		ik TATE	is holončita	100	1. 14. A	artificate Print	mary.	
	amia MAKE - MROSA			SMALL DAMES			30		41. 40				- 11								_
	ACCESSA VENEGA			-																	
ANTSA	ACTO DI 2 W - DE	W-42E11 SKT.)		Per-ADDITABLE 1					100												_
	ANTENNA MEMOR	ur i		14.1							-			-							_
	AZMUTW	148		360																	_
MAGN	METHE DECLINATION								- 1		_			-		_				_	_
AAN	ATTOM CHIMING SHALL			340										_							_
	CHECKS TO MESSAGE		0.00								-			_	-					***************************************	_
160	NAMECAL DOMNTILL			0							-		_	_							_
	FEEDER ANGUND					1010			-		_			-		-		_			-
Amontes	Many (STY/MSGEL)								-		_			_		-			-		\rightarrow
SURGE ARES	ESPON HITTHWINELL		1				4							-		-	-		-		-
1004	LENGTH STYPHOLOGICAL		1	Min .					-	414-11	-			-		-		_	-		-
sum	LEXE & MITWHOOLE										-			_		-			-		_
Andreas BET OCKTHOL	MEDIANT ACTIVISED THE I				1/	-11			_		_					-			_		_
964	MAKE HET MOORE!										-	_		_	_	-			-		-
TW	BANLHA (STVANODAL)		ETDE19G-12US at Dust		same (ALABOM) (1	rus .										1					
CORPORT IN MC POAR FOR	A THE POTTINGOOD,						1							-	1000	-	_	_	_		-
mu for	-						4	_	_		_	_		_		-		_		_	-
	NA 24 2 STREET		1,500				-				_					-		_			
mm - 76	LIGORATTES besse be				WAR-13		-	_	_		-	_		-		-			-		-
mmi - 4a	so band ictivisacions.						-	-			_	_		_	_	-	_	_	-		-
Adde - 190	SE BARNET KIND SE										_	_	-	_		-			-		-
datus - Jun-	A THE DISCOULT				MILIS-UP	_			-		_		-	_	-	-		-	-		-
Chel - MC	a see printered.								_							-		_	-	_	-
Annual Street or a	my based ACTYCHAOOS L	Viii 1111						_	-	_	-		-1112 1111	-		-					-
Andrew Billion	my based (OTVAMBOE).						-	_	-				-	-		+-			_		-
Andread Erris	PHINIM EXTYRADOR.							-	-		_	_		_	_	-					-
date and Care	- O STYASSINE							-	-		-	-		_	_	-			-		-
Additional Course	SOOMYTE! Seemed								_		_					_			-		-
	Local Bodes Hospf																				_
	Local Mussum Hostel																		100		
	Court Market Market															_				_	
10-1-0-1	Sec. 120	FR. Service	METHOR DESCRIPTION	THE BOUNDARD	100.50	A STATE OF THE STATE OF	SWESS HE	2423	AGEN)	150	-	S-100 5-10	F-55%	No.					CHECK	SA PA	555
NOTE BETWEEN THE PER	~			APPLIAN	tour	MESHIOLOGY IT SHEMINGT	*****	Aprillia.	AZDROPA	ALEGENIAL SET	Contract Popularitani	700	111	STANSAST STANSAST	Arreinut datemen	*11	SHOULE!	PROBLE	13	=	į,
Contract of the second	PORT		40811.CBRD.3G.4.	CATANOMC		LAST S 000	TOMAN COMME	134		þ	h	WATER THE PARTY.	11083	b			NO.				
ANDERSON POSITION 1	1000		10011 (71000 36 3	ETILSU1000		AUTS 1808	ESPAN- ESPANDIC: NEEDLEW ATON	lr 1		,	4	VALEST M 1886 NEV	1940				NG				
	MONE		50811 C 700 4Q 1	CHLONORS, PC.1		LIVE TOS		1			Sirence and	LIET PHIOREW FIEL 190, 190 MIG	120 00						1	A	
AMPRIMA PONTION 1	20/11	i		KYLESON SC 1		LTE AMS	The sale of the sa			2	A-rous	THE PARTY PAL	0.00	,					Ì		

«MasTec

STE MANGE:

STE MANGER

LS1099

3TE ADDRESS:
2561 GRINSTEAD DR
LDUISWILLE, KY 40206

AREA:

TOWER TYPE:

SMOKESTACK

TOWER HEGRI:

93'

LATITUDE:
35' 14' 59,42' | W 85' 41' 46.82'

NO LL W. STE MANGESTACK

SMOKESTACK

TOWER HEGRI:

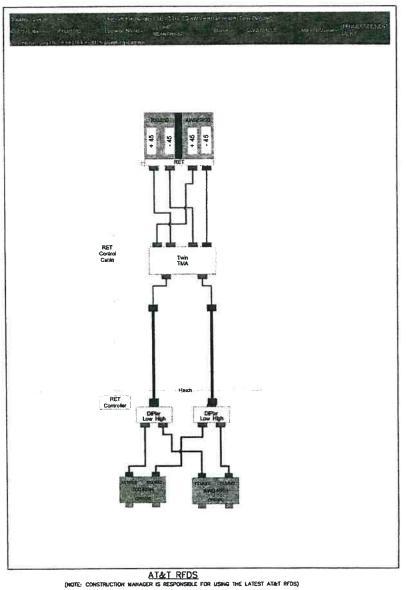
93'

LATITUDE:
35' 14' 59,42' | W 85' 41' 46.82'

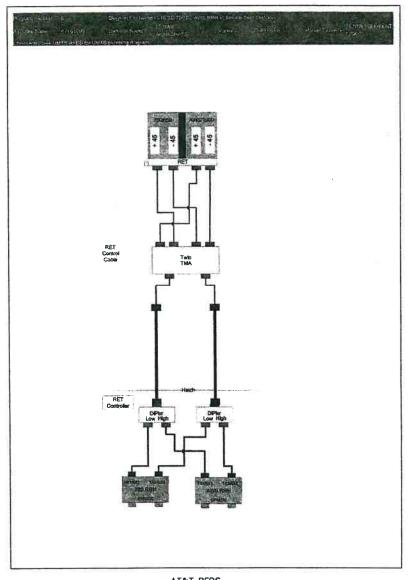
NO LL W. STE MANGESTACK

NO LL W. STE M

E-7S



SITE NAME: BEARGRASS SITE NUMBER: LS1099 SITE ADDRESS: 2561 CRINSTEAD OR LOUISVILLE, KY 40206 AREA: TOWER TYPE: SMOKESTACK TOWER HEIGHT: LATITUDE: LONGITUDE: W 85' 41' 46.82' 養養產 ğ- ~ TITLE: AT&T RFDS SHEET: E-7T



«MasTec

SITE HAME:

STE NAME:

SEARCRASS

216 NAMER:

LS1099

STE ADDRESS

2261 GENISTEAD OR
LOUISVILLE, KY 40200

AREA:

TOMER TWPE:

SMOKESTACK

TOMER HOGHT:

25 14' 59.42"

W 65' 41' 46.82"

STE ADDRESS

STE ADDRESS

SMOKESTACK

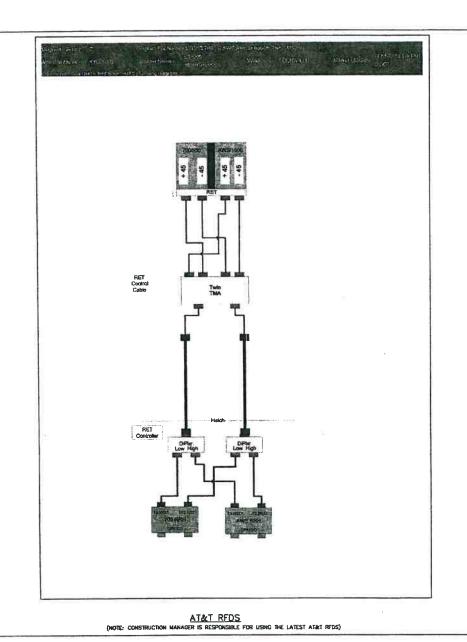
AT&T RFDS

SHEET:

E-70

AT&T_RFDS

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)



MasTec

TITLE:

AT&T RFDS

SHEET:

E-7V

	Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, which i			FEOW	SUMMAP	
p=+	FROM State / Status	PROM ATTUI	TO State / Status	ATTUI D	Operatio A:	Co
04/29/2014	Planned / In Progress		Planned / Submit for Approval	mp784	Promote	
10/01/2014	Planned / Submit for Approval	mp784 5	Planned / Approved	OB610 F	Promote	
12/05/2014	Planned / Approved	DB610 F	Planned / Modification Recommended	5w662. ?	Demote	demoking per Brian Metthews request
12/12/2014	Planned / Modification Recommended	:×662 7	Planned / In Progress	ow662	Accept	
12/12/2014	Planned / in Progress	cw662	Planned / Submit for Approval	mp784 5	Promote	
12/12/2014	Planned / Submit for Approval	mp784	Plenned / Approved	DB810	Promote	

SIE NAME:

31	E N	AME	:			Bé	ARG	RASS
SIT	E 16	LAMB	ER:				LS	1099
91	E A	DOR	ESS:	LOI	561 JISVN	CRIN	STEA	D DR
AR	EA:							
10	WER	TY	PE:			SM	OKES	TACK
10	WEA	HE	IGHT:					33,
LA	ATA 3E	OE:	4' 5	9.42"	LON	GITUG	E:	6.82"
П	ž	Æ	£	T	П	T	П	
	DATE	51/22/10	51/81/20					
REVISIONS	DESCRIPTION	ISSUE FOR COMMENT	ISSUE FOR CONSTRUCTION					
	84	3	8		Ц		Ц	
L	8	-	~				П	
AT&T RFDS								
l S	11LE	1;						

E-7W

AT&T_RFDS

(NOTE: CONSTRUCTION MANAGER IS RESPONSIBLE FOR USING THE LATEST AT&T RFDS)

EXHIBIT C

SPECIFICATIONS

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 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 150 tower 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 lease 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 license and lease 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 direct 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 bidder(s).

EXHIBIT D

FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Prepared by and Return to:

New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration 575 Morosgo Drive NE Atlanta, GA 30324

Cell Site No.: LS1099 Cell Site Name: Beargrass Fixed Asset Number: 10021070

State: Kentucky County: Jefferson

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between Jefferson County School District Finance Corporation, having its principal office at
WITNESSETH:
WHEREAS, Licensee has entered into a certain license agreement dated , 20_, (the "License") with Licensor, licensing the right to use space more fully described in Exhibit 1 attached hereto and made a part hereof (the "Premises"); and
WHEREAS, Licensor has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of, being identified as Lot of, County, State of ("Property"), a part of which Property contains the Premises; and

WHEREAS,	the	Mortgage	on	the	Property	is	in	the	origin	al	principa	ıl sum	of
·		(\$) Dollars,	wl	nich	Mo	rtgage	has	been r	ecorded	in
the appropriate public	off	ice in and f	or_					Cou	nty,				_;
and													

WHEREAS, Licensee desires to be assured of continued use of the Premises under the terms of the License and subject to the terms of this Agreement.

- NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:
- 1. So long as this Agreement will remain in full force and effect, the License is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Licensee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the License.
- 2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Licensee's right to use of the Premises and any of Licensee's other rights under the License in the exercise of Mortgagee's rights so long as Licensee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the License.
- 3. In the event that Mortgagee succeeds to the interest of Licensor or other licensor under the License and/or to title to the Premises, Mortgagee and Licensee hereby agree to be bound to one another under all of the terms, covenants and conditions of the License; accordingly, from and after such event, Mortgagee and Licensee will have the same remedies against one another for the breach of an agreement contained in the License as Licensee and Licensor had before Mortgagee succeeded to the interest of Licensor; provided, however, that Mortgagee will not be:
 - (a) personally liable for any act or omission of any prior licensor (including Licensor); or
 - (b) bound by any rent or additional rent which Licensee might have paid for more than the payment period as set forth under the License (one month, year etc.) in advance to any prior licensor (including Licensor).
- 4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the

Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Licensee agrees not to seek to terminate the License by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Licensee (subject to paragraph 3 above) under all of the terms, covenants and conditions of the License.

- 5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Licensee on the Premises. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Licensee now, or hereafter, located on or affixed to the Premises or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Premises.
- 6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or sublicensees of Licensee which are permitted under the License. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LICENSOR:	Board of Education of Jefferson County, Kentucky
	By: Name: Title: Date:
LICENSEE:	New Cingular Wireless PCS, LLC, a Delaware limited liability company
	By: AT&T Mobility Corporation Its: Manager
	By: Name: Title: Date:
MORTGAGEE:	Jefferson County School District Finance Corporation
	By: Name: Title: Date:

LICENSOR

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this day of name of
representative], the
as identification.
Notary Public
My Commission Expires:
LICENSEE
LICENSEE
STATE OF
On theday of, 20, before me personally appeared who acknowledged under oath that he/she is the of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Licensee named in the attached instrument, and as such was authorized
to execute this instrument on behalf of the Licensee.
Notary Public
My Commission Expires:
MORTGAGEE
STATE OF
The foregoing instrument was acknowledged before me thisday of 20 by [name of
representative] the by [name of
School District Finance Corporation, on behalf of Mortgagee() who is personally known OR () who produced as identification.
Notary Public
My Commission Expires:

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

Street Address of Property is: 2561 Grinstead Drive, Louisville, KY 40258

The Premises is described and/or depicted as follows: Space on the tower structure located at the Property at approximately eighty nine (89) feet high on such structure, as well as certain ground space depicted on the drawing below, for placement and operation of Licensee's equipment and facilities.

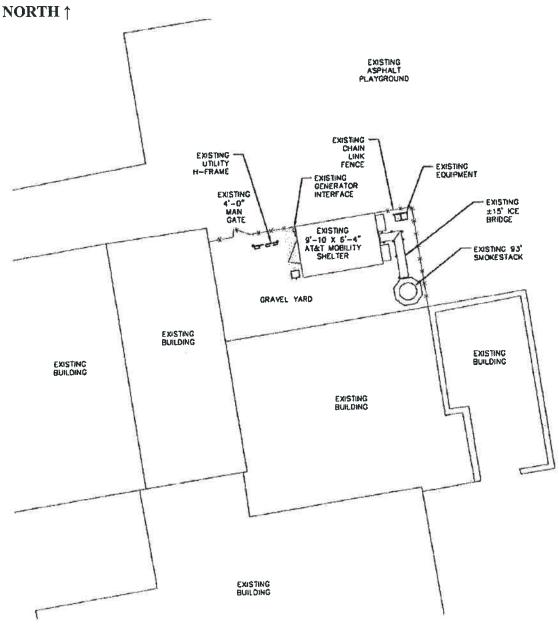


EXHIBIT E

FORM OF MEMORANDUM OF AGREEMENT

	PREPARED BY, and WHEN RECORDED RETURN TO: Michael Fraunces, President	
	Md7, LLC 10590 West Ocean Air Drive, Suite 300 San Diego, CA 92130	
_	Parcel #: 071B0001-0000 and 071B0001-TEL1	SPACE ABOVE FOR RECORDER'S USE
	Re: Cell Site #: LS1099 Cell Site Name: BEARGRAS Fixed Asset Number: 100210 State: KY County: Jefferson	· · · ·
		MEMORANDUM OF AGREEMENT
	201, by and between Board of E address at 3001 Crittendon Drive, Lo New Cingular Wireless PCS, LLC.	ment is entered into on this day of, ducation of Jefferson County, Kentucky, having a mailing puisville, KY 40209 (hereinafter referred to as "JCPS") and a Delaware limited liability company, having a mailing atlanta, GA 30324 (hereinafter referred to as "Licensee").
	Agreement dated (hereinafter, the "Agmaintaining a commu JCPS's real property	greement") for the purpose of installing, operating and unications facility and other improvements at a portion of located in the City of Louisville, County of Jefferson, 2561 Grinstead Drive (the "Site"). All of the foregoing are ment.

2.

The Initial Term will be five (5) years ("Initial Term") commencing on the Effective Date, with one (1) successive five (5) year option to renew.

- 3. The portion of the space being licensed to Licensee at the Site (the "Licensed Space") on the Site is described in **Exhibit 1** attached hereto.
- 4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

JCPS: Board of Education of Jefferson County, Kentucky	LICENSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company
	By: AT&T Mobility Corporation Its: Manager
By:	Ву:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

JCPS ACKNOWLEDGEMENT

STATE OF)
COUNTY OF	SS.
is the person who appeared before me instrument, on oath stated that said	atisfactory evidence that e, and said person acknowledged that said person signed this d person was authorized to execute the instrument and of the county, Kentucky, to be the free and voluntary act of such oned in the instrument.
DATED:	
Notary Seal	
	(Signature of Notary)
	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of
	My appointment expires:

LICENSEE ACKNOWLEDGEMENT

STATE OF)	
) SS.	
instrument, on oath stated that he/she acknowledged it as the Manager of New Cingular Wireless PCS	actory evidence that
DATED:	
Notary Seal	
	(Signature of Notary)
	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of
	My appointment expires:
Attachment:	

Exhibit 1 – Description of Licensed Space

Exhibit 1 to Memorandum of Agreement Description of Licensed Space

Street Address of Site: 2561 Grinstead Drive, Louisville, KY 40206

The Licensed Space is described and/or depicted as follows: Space on the tower structure located at the Site at approximately eighty nine (89) feet high on such structure, as well as certain ground space depicted on the drawing below, for placement and operation of Licensee's equipment and facilities.

