

VzW Site Name: LV Louisville Male High School  
PSLC Location Code: 648166  
MDG Location Code: 5000368374

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

THIS COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT (this "Agreement") is entered into effective on the date of the last party to execute this Agreement (the "Effective Date"), between the Board of Education of Jefferson County, Kentucky, operating under the name Jefferson County Public Schools, with principal offices located at 3001 Crittenden Drive Louisville, Kentucky 40209 ("JCPS") and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee").

**RECITALS**

JCPS issued a certain proposal 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 B.

Licensee desires to accept the Proposal and license from JCPS space at the site described on the Site Designation Form attached as Exhibit A to this Agreement (the "Site"). Exhibit A also describes the JCPS structure (the "Structure") on the Site; the unmanned radio communications equipment of Licensee and related antenna support structure (if any) and telecommunications activities of Licensee (the "Communications Facility") for which the Site shall be used by Licensee; the initial license fee payment of \$12,500 to be paid by Licensee as described in Section 8 of this Agreement (the "Initial Payment"); and the annual license fee payment of \$29,000 each to be paid by Licensee as described in Section 8 of this Agreement (the "Annual Fee").

**AGREEMENT**

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

3. **NON-INTERFERENCE.** The Communications Facility shall not interfere with the educational operations of JCPS or with any communications equipment of

JCPS or any other person or entity located (and/or who has equipment located) at the Site as of the Effective Date. JCPS shall not permit any person or entity not located at the Site as of the Effective Date to install equipment on the Site after the Effective Date that: (a) results in technical interference problems with the Communications Facility, or (b) prevents Licensee from exercising the rights of access to the Site granted to Licensee under Sections 10 and 14 of this Agreement.

4. **COOPERATION.** JCPS shall use commercially reasonable efforts to cooperate with Licensee, at Licensee's expense, to assist Licensee to obtain any licenses, permits or government approvals that are required for Licensee to use the Site. JCPS hereby agrees to provide to Licensee, upon Licensee's request, documentation evidencing JCPS's title to the Property or interest in the Property and a complete and Internal Revenue Service Form W-9 executed by JCPS, or equivalent, in a form reasonably acceptable to Licensee.

5. **TERM; COMMENCEMENT DATE.** The initial term of this Agreement is five (5) years commencing on the earlier to occur of (i) September 1, 2023 and (ii) the date Licensee completes the installation of the Communications Facility (the "Commencement Date"). Licensee shall provide written notice to JCPS that Licensee has completed or will complete the installation of the Communications Facility on or before the date of such completion. The term shall renew automatically for four (4) additional five (5)-year renewal terms (each a "Renewal Term"), unless Licensee provides written notice of nonrenewal to JCPS at least sixty (60) days before the end of the initial term or before the end of such Renewal Term. This Agreement may be renewed for one or more additional terms after the end of the fourth (4<sup>th</sup>) Renewal Term, upon written agreement of the parties.

6. **TERMINATION BY JCPS.** In addition to any other applicable rights or remedies hereunder or otherwise available, JCPS may terminate this Agreement upon thirty (30) days prior written notice of termination without further liability if JCPS reasonably determines that the Communications Facility causes harmful interference with any equipment of JCPS or any equipment of any other licensee that was located on the Site as of the Effective Date and Licensee has failed to resolve such interference to the reasonable satisfaction of JCPS in a reasonable time (which in no event shall be more than sixty (60) days) following receipt of written notice of interference. Should JCPS determine the need to remove the Structure due to renovations or expansion of a school or other JCPS-owned building, JCPS shall have the right (because of such determination) to terminate this Agreement nine (9) months after written notice from JCPS to Licensee, and the prorated fee for the remainder of that year of the term shall be returned by JCPS to Licensee. However, if JCPS determines that there is an option to relocate the Structure on the same campus in a location acceptable to JCPS and Licensee, Licensee may at its sole expense relocate the Structure and all communications equipment in or on the Structure, whether owned by Licensee or JCPS or any other licensee, if (and only if) there are a manner and times acceptable to JCPS and such other licensees for Licensee to do so, in which case this Agreement shall not be terminated but shall be amended to reflect such relocation.

7. **TERMINATION BY LICENSEE.** In addition to any other applicable rights or remedies hereunder or otherwise available, Licensee may terminate this Agreement on sixty (60) days prior written notice without further liability if (1) Licensee cannot obtain or loses through no fault of Licensee any permit, license or approval required for Licensee's use of the

Site, (2) it is determined by a court of competent jurisdiction that JCPS does not own or control the Site, (3) any portion of the Site or the Communications Facility is damaged or destroyed through no fault of Licensee, or is condemned or transferred in lieu of condemnation; or (4) Licensee's ability to use the Site or the Communications Facility for its intended purpose is materially degraded because of technological reasons through no fault of Licensee. Notwithstanding anything to the contrary contained herein, Licensee may elect to terminate this Agreement at any time during the term upon payment to JCPS of a termination fee equal to (a) the \$21,750.00 (75% of the Annual Fee) if more than nine (9) months remain in the then current term or, (b) if less than nine (9) months remain in the then current term, a prorated amount of the Annual Fee based upon the number of months remaining in the then current term, rounded upwards ("Termination Fee"). By way of example and without limitation, if three (3) months and nine (9) days remained in the then current term, the Termination Fee would be \$9,750.00 (33% of the Annual Fee). By way of example and without limitation, if six (6) months and sixteen (17) days remained in the then current term, the Termination Fee would be \$16,916.70 (58.33% of the Annual Fee).

8. **PAYMENT OF INITIAL PAYMENT AND ANNUAL FEE.** The Initial Payment is due and payable on the Commencement Date if the Commencement Date is the first day of a month or on the first day of the month immediately following the month in which the Commencement Date occurs if the Commencement Date is not the first day of a month (the "Payment Date"). The Annual Fee is due and payable on the Payment Date and on each anniversary of the Payment Date. The Annual Fee shall escalate by three percent (3%) every year this Agreement is in effect. The Annual Fee shall be prorated for any fractional year. The Annual Fee is payable to JCPS at the address in Section 32.

9. **INTEREST; LATE PAYMENTS.** If the Initial Payment or any Annual Fee is not paid within thirty (30) business days of when due, Licensee shall pay to JCPS a late fee of \$150, plus interest after the due date until paid at the current prime interest rate of PNC Bank.

10. **APPROVED COMMUNICATIONS FACILITY.** Licensee may use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, the Communications Facility, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources, related equipment and if applicable to the Site, 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 a detailed plan of the necessary equipment and ground space, including any necessary utility easements, and such equipment shall be included in the definition of Communications Facility. The plan for the use of such equipment and ground space shall be attached and incorporated herein as Exhibit A, shall be subject to approval by JCPS, which shall not be unreasonably withheld. To the extent any provision of this Agreement (including exhibits) conflicts with the plan for the use of such equipment and ground space attached and incorporated herein as Exhibit A, the provision of this Agreement shall control, and any reference to a "lease" and "lease area" in such plan shall be construed as a "license" and "license area".

Prior to any material alteration of the Communications Facility by Licensee, JCPS shall approve Licensee's plans for alteration, such approval not to be unreasonably withheld, conditioned or delayed.

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

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

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

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

13. **UTILITIES.** Licensee may at its expense obtain electric, telephone and any other utility service that is necessary for the operation of the Communications Facility. Licensee shall 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 necessary for the delivery of any such utility service, provided that the form and content and locations of any and all of such utility easements shall be subject to JCPS's approval.

14. **ACCESS.** Access to the Site for non-emergency visits for the purposes stated above shall be Monday through Saturday, 7 a.m. to 7 p.m. In an emergency, Licensee shall have immediate access to the Site at any time, after first giving telephone notice to the JCPS Specialist Fiscal Operations at (502) 485-3626 or his designee.

15. **TAXES AND OTHER CHARGES.** Licensee shall pay all taxes and other charges imposed by any federal, state or local authority attributable to the Communications Facility. Licensee shall not be responsible for any other taxes or charges attributable to the Site or the Structure.

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

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

Commercial General Liability Insurance: premises-operations hazard, independent contractor hazard, personal and advertising liability, contractual liability and products and completed operations liability, with limits of \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability and \$5,000,000 general aggregate. Licensee shall include JCPS as an additional insured on its Commercial General Liability Insurance.

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

Certificates of insurance shall be delivered to JCPS no later than the Commencement Date. Licensee shall provide JCPS with thirty (30) days prior written notice of any cancellation or material change in coverage or limits.

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

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

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

19. **REPAIRS - LICENSEE'S OBLIGATION.** Licensee shall, at all times during the term of this Agreement at Licensee's expense, maintain and make all repairs to the Communications Facility as are required to keep the Structure in a structurally safe and sound condition, including periodic inspections and maintenance of the Communications Facility, and of the Structure and the Site to the extent required because of the addition and/or existence of the Communications Facility. If Licensee does not make such repairs within thirty (30) days after receipt of notice from JCPS that such repairs are required, then JCPS may make the repairs, and Licensee shall pay JCPS on demand JCPS' actual costs of the repairs, plus overhead.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Site, Licensee shall make such repairs within twenty four (24) hours after telephone notice to Licensee from the JCPS Specialist Fiscal Operations. If Licensee does not make such

repairs within twenty four (24) hours after such telephone notice has been given, JCPS may make such repairs at Licensee's expense, plus overhead.

20. **REPAIRS - JCPS' OBLIGATION; TOWER COMPLIANCE.** JCPS shall, during the term of this Agreement, and at JCPS' expense, keep the Site and any improvements located thereon owned or controlled by JCPS in a structurally sound and safe condition, other than any maintenance and repairs to the Communications Facility, the Site and the Structure that are the responsibility of Licensee under Section 19 of this Agreement.

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

22. **DEFAULT AND REMEDIES.** The occurrence of any one or more of the following events constitutes an "event of default" by Licensee: (1) if Licensee fails to pay the Initial Payment or any Annual Fee or any other sum payable by Licensee within thirty (30) days following receipt of written notice from JCPS of the delinquency; (2) if the Site or the Structure is made subject to any lien arising from any work performed, material furnished, or obligations incurred by or at the request of Licensee, and such lien is not removed within thirty (30) days following receipt of written notice from JCPS of the existence of such lien; (3) if Licensee fails to perform any other term of this Agreement, and such failure continues (a) for more than the cure period (if any) expressly set forth in this Agreement applicable to such failure, or if no such cure period is expressly set forth in this Agreement applicable to such failure (b) for thirty (30) days after written notice from JCPS, except such thirty (30) day cure period shall be extended as reasonably necessary (but not to exceed an additional thirty (30) days) to permit Licensee to complete such cure of such failure if Licensee continuously and diligently pursues completion of such cure; (4) if any petition is filed by or against Licensee, under the federal Bankruptcy Code or any similar law (and is not dismissed within ninety (90) days after the filing thereof), or Licensee is adjudged bankrupt or insolvent in proceedings filed under the federal Bankruptcy Code or any similar law; (5) if a receiver, custodian, or trustee is appointed for Licensee or for any of its assets and is not vacated within sixty (60) days; or (6) if Licensee becomes insolvent or makes a transfer in fraud of creditors.

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

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



completion of the cure of such failure, Licensee may upon thirty (30) days prior written notice to JCPS terminate this Agreement.

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

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

Each party represents and warrants to the other that it has power and authority to make this Agreement, that the making and performance thereof shall 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 shall not be responsible for obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Site or Structure, unless such obligations of compliance are caused by or are in any way related to the specific activities of Licensee in the Site or Structure. Licensee shall not bring to, transport across or dispose of any Environmental Hazards on the Site without JCPS' prior written approval, which approval shall not unreasonably be withheld, except Licensee may keep on the Site substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry.

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

26. **SUBORDINATION AGREEMENT.** This Agreement is subject and subordinate to the lien of all mortgages and deeds of trust which may now exist or hereafter be placed on or against the Site or the interest therein of JCPS or the Jefferson County School District Finance Corporation, without the necessity of having further instruments executed by Licensee to effect such subordination. In the event there is a mortgage encumbering the Site, JCPS shall make good faith and commercially reasonable efforts to obtain a subordination, non-disturbance and attornment agreement in a form reasonably satisfactory to Licensee (the "Non-Disturbance Agreement") which recognizes Licensee's right to remain in use of, and have access

to, the Site and Structure as long as Licensee is not in default of this Agreement beyond applicable notice and cure periods.

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

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

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

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

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

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

**JCPS:**

Jefferson County Public Schools  
C.B. Young Jr. Service Center  
3001 Crittenden Drive  
Louisville, KY 40209  
Attention: Amanda Satterly  
Coordinator of Fiscal Operations  
Email: amanda.satterly@jefferson.kyschools.us

**Licensee:**

Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Attention: Network Real Estate  
Bedminster, New Jersey 07921  
Email: abigail.ball@verizonwireless.com



with a copy to:

Jefferson County Public Schools  
P.O. Box 34020  
Louisville, KY 40232-4020  
Attention: Legal Counsel  
Email: amanda.herzog@jefferson.kyschools.us

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier, or five (5) business days following deposit in the mails, or the day that the email is received, as required above. JCPS or Licensee may designate any other address by written notice to the other.

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

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

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

36. **MISCELLANEOUS.** (a) Concurrently with the execution of this Agreement by Licensee, if requested by Licensee, JCPS shall execute and deliver to Licensee a recordable Memorandum of Agreement in a form acceptable to Licensee and JCPS, which Licensee may record at its own cost in the local real property records; (b) each party shall 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 license fee payment amount and whether any license fee payment has been paid in

advance. Within sixty (60) days of the termination or expiration of this Agreement (if a Memorandum of Agreement was recorded) Licensee shall execute and deliver to JCPS a recordable release of the Memorandum of Agreement in a form reasonably acceptable to JCPS, which JCPS may record at JCPS' own cost in the local real property records.

37. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which together shall constitute but one agreement. Scanned and emailed copies of the executed signature pages of this Agreement shall be effective and binding upon the parties as if such signatures were original signatures.

38. **VARIABLE WIDTH ACCESS EASEMENT.** JCPS hereby grants to Licensee a non-exclusive, temporary access easement for pedestrian ingress and egress, and vehicular ingress and egress with respect to paved parking and driveway space existing as of the Effective Date, over and across the area described and shown as the variable width access easement in **Schedule 1** to **Exhibit A** (the "Variable Width Access Easement Area"), subject to the following terms and conditions to which the parties do hereby agree: (i) the ingress and egress rights granted in this Section 38 may be used by Licensee and its agents, contractors and employees only for the purpose of accessing the Communications Facility for purposes set forth in this Agreement, (ii) Licensee shall not do anything to impede the continual use of Variable Width Access Easement Area for pedestrian and vehicular traffic, (iii) Licensee shall repair, at Licensee's expense, any damage to the Variable Width Access Easement Area (and/or the surrounding area) caused by Licensee and Licensee's agents, contractors and/or employees, (iv) Licensee shall indemnify, defend, and hold JCPS harmless from and against all claims, liabilities, costs and expenses, including but not limited claims for property damage or injury to or death of persons, arising out of Licensee's negligent acts or omissions (and the negligent acts or omissions of Licensee's agents, contractors and/or employees) in connection with the use of the Variable Width Access Easement Area and (v) the access easement herein granted shall terminate upon the expiration or earlier termination of this Agreement. Nothing herein shall be construed, nor is intended by the parties hereto, to create any rights in or for the benefit of the general public in such access easement.

39. **25' WIDE ACCESS EASEMENT.** JCPS hereby grants to Licensee a non-exclusive, temporary access easement for pedestrian and vehicular ingress and egress over and across the area described and shown as the 25' access easement in **Schedule 1** to **Exhibit A** (the "25' Wide Access Easement Area"), subject to the following terms and conditions to which the parties do hereby agree: (i) the ingress and egress rights granted in this Section 39 may be used by Licensee and its agents, contractors and employees only for the purpose of accessing the Communications Facility for purposes set forth in this Agreement, (ii) Licensee shall not do anything to impede the continual use of 25' Wide Access Easement Area for pedestrian and vehicular traffic, (iii) Licensee shall repair, at Licensee's expense, any damage to the 25' Wide Access Easement Area (and/or the surrounding area) caused by Licensee and Licensee's agents, contractors and/or employees, (iv) Licensee shall indemnify, defend, and hold JCPS harmless from and against all claims, liabilities, costs and expenses, including but not limited claims for property damage or injury to or death of persons, arising out of Licensee's negligent acts or omissions (and the negligent acts or omissions of Licensee's agents, contractors and/or employees) in connection with the use of the 25' Wide Access Easement Area and (v) the access easement herein granted shall terminate upon the expiration or earlier termination of this

Agreement. Nothing herein shall be construed, nor is intended by the parties hereto, to create any rights in or for the benefit of the general public in such access easement.

40. **FIBER EASEMENT.** JCPS hereby grants to Licensee a non-exclusive, temporary utility easement on and under the area described and shown as the 10' utility easement in **Schedule 1** to **Exhibit A** (the "Fiber Easement Area"), to install, construct, reconstruct, replace, operate, repair, inspect, maintain and remove underground fiber-optic cable, subject to the following terms and conditions to which the parties do hereby agree: (i) the rights granted in this Section 40 may be used by Licensee and its agents, contractors and employees only in connection with the Communications Facility, (ii) Licensee shall repair, at Licensee's expense, any damage to the Fiber Easement Area (and the surrounding area) caused by Licensee and Licensee's agents, contractors and/or employees, (iii) Licensee shall indemnify, defend, and hold JCPS harmless from and against all claims, liabilities, costs and expenses, including but not limited claims for property damage or injury to or death of persons, arising out of Licensee's negligent acts or omissions (and the negligent acts or omissions of Licensee's agents, contractors and/or employees) in connection with the use of the Fiber Easement Area, (iv) Licensee shall promptly restore the surface of the Fiber Easement Area as closely as reasonably possible to its condition prior to any installation, construction, replacement, operation, repair, inspection, maintenance and removal activity and (v) the utility easement herein granted shall terminate upon the expiration or earlier termination of this Agreement, upon which at JCPS's request, Licensee shall remove the fiber cable at Licensee's sole expense. Nothing herein shall be construed, nor is intended by the parties hereto, to create any rights in or for the benefit of the general public in such utility easement.

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

"JCPS":

BOARD OF EDUCATION OF JEFFERSON  
COUNTY, KENTUCKY

By: \_\_\_\_\_  
Dr. Martin A. Pollio, Ed.D.

Title: Superintendent

Date: \_\_\_\_\_

"LICENSEE":

CELLCO PARTNERSHIP d/b/a Verizon  
Wireless, a Delaware general partnership

By: \_\_\_\_\_

Name: Harold W. Navarro  
~~Executive Director Network Field Engineering~~

Title: \_\_\_\_\_

Date: June 6, 2003

**EXHIBIT A**

**SITE DESIGNATION FORM**

LICENSEE: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

DESCRIPTION OF THE (i) STRUCTURE LOCATED ON THE SITE TO BE USED BY LICENSEE AND (ii) SITE: (x) Tower located at 4409 R Preston Highway, Louisville, Kentucky 40213 and (y) certain ground space beneath and surrounding such tower to be used by Licensee for placement and operation of Licensee's equipment and facilities, as described in the detailed plans entitled "LV LOUISVILLE MALE HIGH SCHOOL" each attached hereto and incorporated herein as **Schedule 1**. Any changes to the plans for the use of such equipment, facilities and ground space shall be subject to approval by JCPS, which shall not be unreasonably withheld.

COMMUNICATIONS FACILITY PLACED IN OR ON THE STRUCTURE at approximately 87 feet, as further described in the aforementioned plans set forth in **Schedule 1** attached hereto.

EQUIPMENT: See **Schedule 1** attached hereto.

INITIAL PAYMENT: \$12,500, due and payable on the Payment Date as defined in Section 8 of this Agreement.

ANNUAL FEE: \$29,000 per year (subject to the escalations described below), due and payable on the Payment Date and on each anniversary of the Payment Date as described in Section 8 of this Agreement. The Annual Fee shall escalate by three percent (3%) every year this Agreement is in effect.

Schedule 1 to  
EXHIBIT A

[Plans entitled "LV LOUISVILLE MALE HIGH SCHOOL" attached hereto]



**CELLCO PARTNERSHIP**  
P/W/A



## LV LOUISVILLE MALE HIGH SCHOOL

4409 PRESTON HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

**TOWER OWNER: JEFFERSON COUNTY PUBLIC SCHOOLS**

EXISTING 100'-0" SELF SUPPORT TOWER w/4'-0" LIGHTNING  
ARRESTOR -TOTAL TOWER HEIGHT 104'-0"

[illegible]

**ALLEGANY COLE**  
 19 LOCHLEIGH GABLE HIGH SCHOOL  
 P.O. BOX 12  
 LOCATION 20: 1577414/5008364174

**UNIT 2200000**  
 4499 PM131 ON INFORMATION  
 LOVETRAVELL BY 80213  
 HOFFMAN COUNTY  
 1311 ADDRESS: TWO

**TOWNS & HOUSING COUNCIL**  
 ALLEGANY COUNTY PUBLIC SCHOOLS  
 1311 ADDRESS: TWO  
 LOVETRAVELL BY 80213  
 CONTACT: ANANDA SATEER  
 PHONE: (412) 213-2758  
 FAX: (412) 213-2758  
 1971/2000 1311/2000

**CUSTOM CONTACT**  
 MICHIGAN  
 1902 2000 1311  
 CLOMANTHOM 1311 42-101  
 CLOMANTHOM 1311 1311  
 CLOMANTHOM 1311 1311  
 CLOMANTHOM 1311 1311  
 CLOMANTHOM 1311 1311

**BOULDER**  
LOUISVILLE POLICE DEPT.  
SOUTH DIVISION  
2600 SHELBYVILLE RD  
LOUISVILLE, KY 40218  
PHONE: (502) 336-3277

**PAID**  
LOUISVILLE FIRE STATION 10  
901 W. ASHLAND AVE  
LOUISVILLE, KY 40203  
PHONE: (502) 336-3175

**PHYSICAL INFORMATION**  
HEIGHT: 5' 11 1/2"  
WEIGHT: 187 LBS  
EYES: BROWN  
HAIR: BLACK  
DOB: 04/10/68

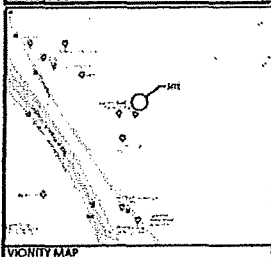
**PHOTO AND FINGERPRINTS**  
10" x 6" x 3/4"  
1/16" x 1/8"

[illegible]

|   |   |
|---|---|
| <p>ALL WORK AND MATERIALS SHALL BE PERFORMED UNDER THE DIRECTION OF THE LICENSED PROFESSIONAL ENGINEER. THE LICENSED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT. THE LICENSED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.</p>  |   |
| <p><b>BUILDING CODES</b></p> <p>ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:</p> <p>INTERNATIONAL RESIDENTIAL CODE (IRC) 2018</p> <p>INTERNATIONAL BUILDING CODE (IBC) 2018</p> <p>INTERNATIONAL MECHANICAL CODE (IMC) 2018</p> <p>INTERNATIONAL ELECTRICAL CODE (NEC) 2017</p> <p>INTERNATIONAL PLUMBING CODE (IPC) 2017</p> <p>INTERNATIONAL FIRE CODE (IFC) 2018</p> <p>INTERNATIONAL ENERGY CODE (IECC) 2018</p> <p>INTERNATIONAL SMOKE CONTROL CODE (ISCC) 2018</p> <p>INTERNATIONAL SOIL AND WATER CONSTRUCTION CODE (ISWCC) 2018</p> <p>INTERNATIONAL WIND LOADS AND EFFECTS CODE (IWLECC) 2018</p> <p>INTERNATIONAL SEISMIC CODE (ISC) 2018</p> <p>INTERNATIONAL THERMAL AND MOISTURE TRANSMISSION CODE (ITMTC) 2018</p> <p>INTERNATIONAL VENTILATION AND MECHANICAL AIR CONDITIONING CODE (IVMAC) 2018</p> <p>INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) 2018</p> <p>INTERNATIONAL TRANSPORTATION CODE (ITC) 2018</p> <p>INTERNATIONAL UTILITIES CODE (IUC) 2018</p> <p>INTERNATIONAL WASTE MANAGEMENT CODE (IWMC) 2018</p> <p>INTERNATIONAL WATER SUPPLY CODE (IWSC) 2018</p> <p>INTERNATIONAL WIND LOADS AND EFFECTS CODE (IWLECC) 2018</p> <p>INTERNATIONAL SEISMIC CODE (ISC) 2018</p> <p>INTERNATIONAL THERMAL AND MOISTURE TRANSMISSION CODE (ITMTC) 2018</p> <p>INTERNATIONAL VENTILATION AND MECHANICAL AIR CONDITIONING CODE (IVMAC) 2018</p> <p>INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) 2018</p> <p>INTERNATIONAL TRANSPORTATION CODE (ITC) 2018</p> <p>INTERNATIONAL UTILITIES CODE (IUC) 2018</p> <p>INTERNATIONAL WASTE MANAGEMENT CODE (IWMC) 2018</p> <p>INTERNATIONAL WATER SUPPLY CODE (IWSC) 2018</p> | <p><b>ARCHITECTURAL</b></p> <p>ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:</p> <p>INTERNATIONAL RESIDENTIAL CODE (IRC) 2018</p> <p>INTERNATIONAL BUILDING CODE (IBC) 2018</p> <p>INTERNATIONAL MECHANICAL CODE (IMC) 2018</p> <p>INTERNATIONAL ELECTRICAL CODE (NEC) 2017</p> <p>INTERNATIONAL PLUMBING CODE (IPC) 2017</p> <p>INTERNATIONAL FIRE CODE (IFC) 2018</p> <p>INTERNATIONAL ENERGY CODE (IECC) 2018</p> <p>INTERNATIONAL SMOKE CONTROL CODE (ISCC) 2018</p> <p>INTERNATIONAL SOIL AND WATER CONSTRUCTION CODE (ISWCC) 2018</p> <p>INTERNATIONAL WIND LOADS AND EFFECTS CODE (IWLECC) 2018</p> <p>INTERNATIONAL SEISMIC CODE (ISC) 2018</p> <p>INTERNATIONAL THERMAL AND MOISTURE TRANSMISSION CODE (ITMTC) 2018</p> <p>INTERNATIONAL VENTILATION AND MECHANICAL AIR CONDITIONING CODE (IVMAC) 2018</p> <p>INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) 2018</p> <p>INTERNATIONAL TRANSPORTATION CODE (ITC) 2018</p> <p>INTERNATIONAL UTILITIES CODE (IUC) 2018</p> <p>INTERNATIONAL WASTE MANAGEMENT CODE (IWMC) 2018</p> <p>INTERNATIONAL WATER SUPPLY CODE (IWSC) 2018</p> |
| <p><b>APPLICABLE CODES</b></p> <p>ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:</p> <p>INTERNATIONAL RESIDENTIAL CODE (IRC) 2018</p> <p>INTERNATIONAL BUILDING CODE (IBC) 2018</p> <p>INTERNATIONAL MECHANICAL CODE (IMC) 2018</p> <p>INTERNATIONAL ELECTRICAL CODE (NEC) 2017</p> <p>INTERNATIONAL PLUMBING CODE (IPC) 2017</p> <p>INTERNATIONAL FIRE CODE (IFC) 2018</p> <p>INTERNATIONAL ENERGY CODE (IECC) 2018</p> <p>INTERNATIONAL SMOKE CONTROL CODE (ISCC) 2018</p> <p>INTERNATIONAL SOIL AND WATER CONSTRUCTION CODE (ISWCC) 2018</p> <p>INTERNATIONAL WIND LOADS AND EFFECTS CODE (IWLECC) 2018</p> <p>INTERNATIONAL SEISMIC CODE (ISC) 2018</p> <p>INTERNATIONAL THERMAL AND MOISTURE TRANSMISSION CODE (ITMTC) 2018</p> <p>INTERNATIONAL VENTILATION AND MECHANICAL AIR CONDITIONING CODE (IVMAC) 2018</p> <p>INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) 2018</p> <p>INTERNATIONAL TRANSPORTATION CODE (ITC) 2018</p> <p>INTERNATIONAL UTILITIES CODE (IUC) 2018</p> <p>INTERNATIONAL WASTE MANAGEMENT CODE (IWMC) 2018</p> <p>INTERNATIONAL WATER SUPPLY CODE (IWSC) 2018</p>  | <p><b>ARCHITECTURAL</b></p> <p>ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:</p> <p>INTERNATIONAL RESIDENTIAL CODE (IRC) 2018</p> <p>INTERNATIONAL BUILDING CODE (IBC) 2018</p> <p>INTERNATIONAL MECHANICAL CODE (IMC) 2018</p> <p>INTERNATIONAL ELECTRICAL CODE (NEC) 2017</p> <p>INTERNATIONAL PLUMBING CODE (IPC) 2017</p> <p>INTERNATIONAL FIRE CODE (IFC) 2018</p> <p>INTERNATIONAL ENERGY CODE (IECC) 2018</p> <p>INTERNATIONAL SMOKE CONTROL CODE (ISCC) 2018</p> <p>INTERNATIONAL SOIL AND WATER CONSTRUCTION CODE (ISWCC) 2018</p> <p>INTERNATIONAL WIND LOADS AND EFFECTS CODE (IWLECC) 2018</p> <p>INTERNATIONAL SEISMIC CODE (ISC) 2018</p> <p>INTERNATIONAL THERMAL AND MOISTURE TRANSMISSION CODE (ITMTC) 2018</p> <p>INTERNATIONAL VENTILATION AND MECHANICAL AIR CONDITIONING CODE (IVMAC) 2018</p> <p>INTERNATIONAL SOUND AND VIBRATION CODE (ISVC) 2018</p> <p>INTERNATIONAL TRANSPORTATION CODE (ITC) 2018</p> <p>INTERNATIONAL UTILITIES CODE (IUC) 2018</p> <p>INTERNATIONAL WASTE MANAGEMENT CODE (IWMC) 2018</p> <p>INTERNATIONAL WATER SUPPLY CODE (IWSC) 2018</p> |

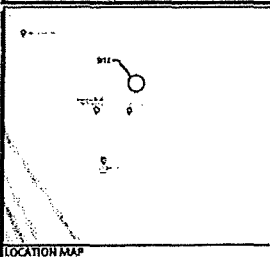
| SHEET NUMBER                 | DESCRIPTION  |
|------------------------------|--|
| 1                            | PROJECT INTRODUCTION, SITE MAPS, SHEET NOTES                       |
| 2                            | PIPE MATERIALS   |
| 3                            | PIPE SIZES   |
| 4                            | PIPEWORK LUGS  |
| <b>TOPOGRAPHY ELEVATIONS</b> |  |
| 11                           | TOPOGRAPHY ELEVATION   |
| <b>CONCRETE</b>              |  |
| 20                           | ENVIRONMENTAL CONTAMINATION NOTICE TO CONTRACTOR'S SUPERVISOR ONLY |
| 21                           | CONCRETE SITE PLAN - WADSWORTH OVERLAY                             |
| 22                           | GENERAL SITE PLAN  |
| 23                           | DETAILED SITE PLAN & PROFILE (SHEET)                               |
| 24                           | CONCRETE SITE PLAN   |
| 25                           | CONCRETE CONSTRUCTION PLAN   |
| 26                           | GENERAL SITE CONSTRUCTION NOTES                                    |
| <b>SITE DETAILS</b>          |  |
| 27                           | GENERAL SITE PLAN & NOTES  |
| 28                           | SITE DETAILS   |
| 29                           | EQUIPMENT PAD & CANOPY ELEVATIONS (SEE SHEET 30)                   |

## PROJECT SUMMARY



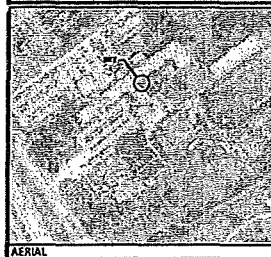
### VIONITY MAP

### PROJECT DESCRIPTION



LOCATION MAP

## CONSULTANT TEAM



**AERIAL**



CELCO PARTNERSHIP



04/25/2023



EN PERMIT; 3594

## CONSTRUCTION

| DRAWINGS |         |                  |
|----------|---------|------------------|
| REV      | DATE    | DESCRIPTION      |
| A        | 3.23.13 | GRUBS FOR REVIEW |
| B        | 4.29.13 | ISSUED AS FINAL  |
| C        | 4.25.13 | 11 COMMENTS      |
|          |         |                  |
|          |         |                  |

### SITE INFORMATION

LV LOUISVILLE MALE  
HIGH SCHOOL  
4557 JACKSON HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

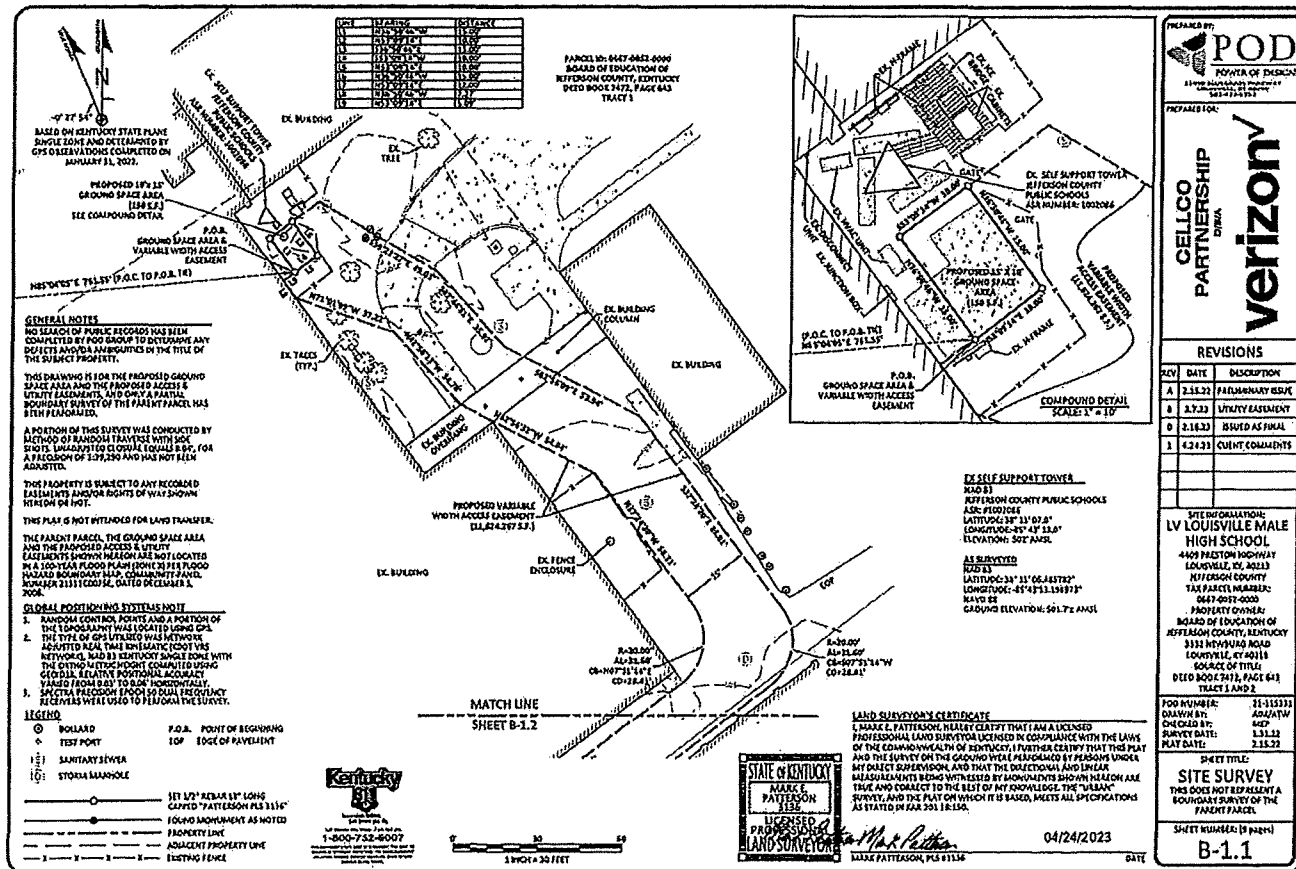
|            |           |
|------------|-----------|
| FOO NUMBER | 11-111375 |
| DEATH BY   | FOI       |
| CHUCKER BY | WIP       |
| BATCH      | 05.02.72  |

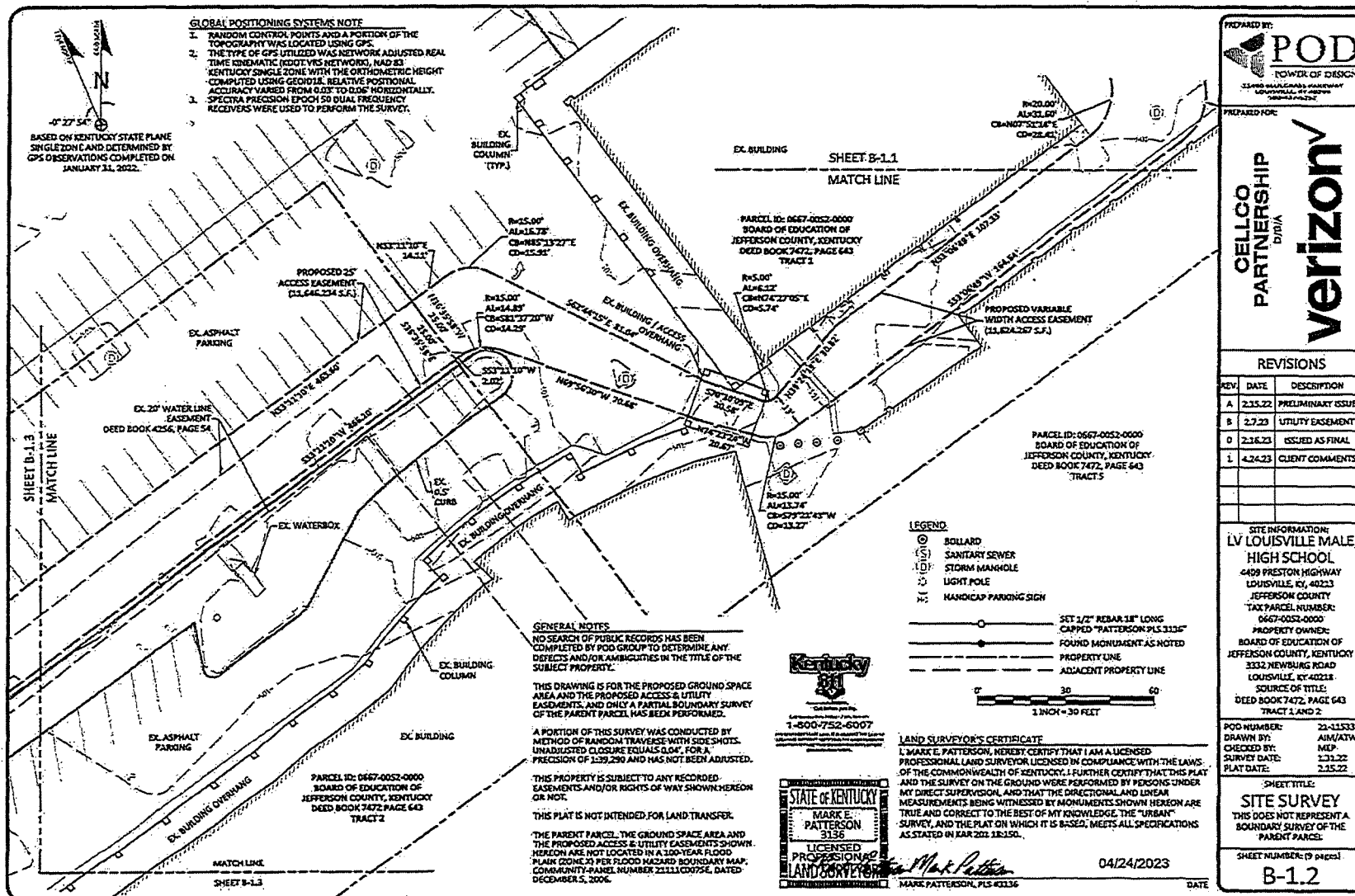
**PROJECT  
INFORMATION, SITE  
MAPS, SHEET INDEX**

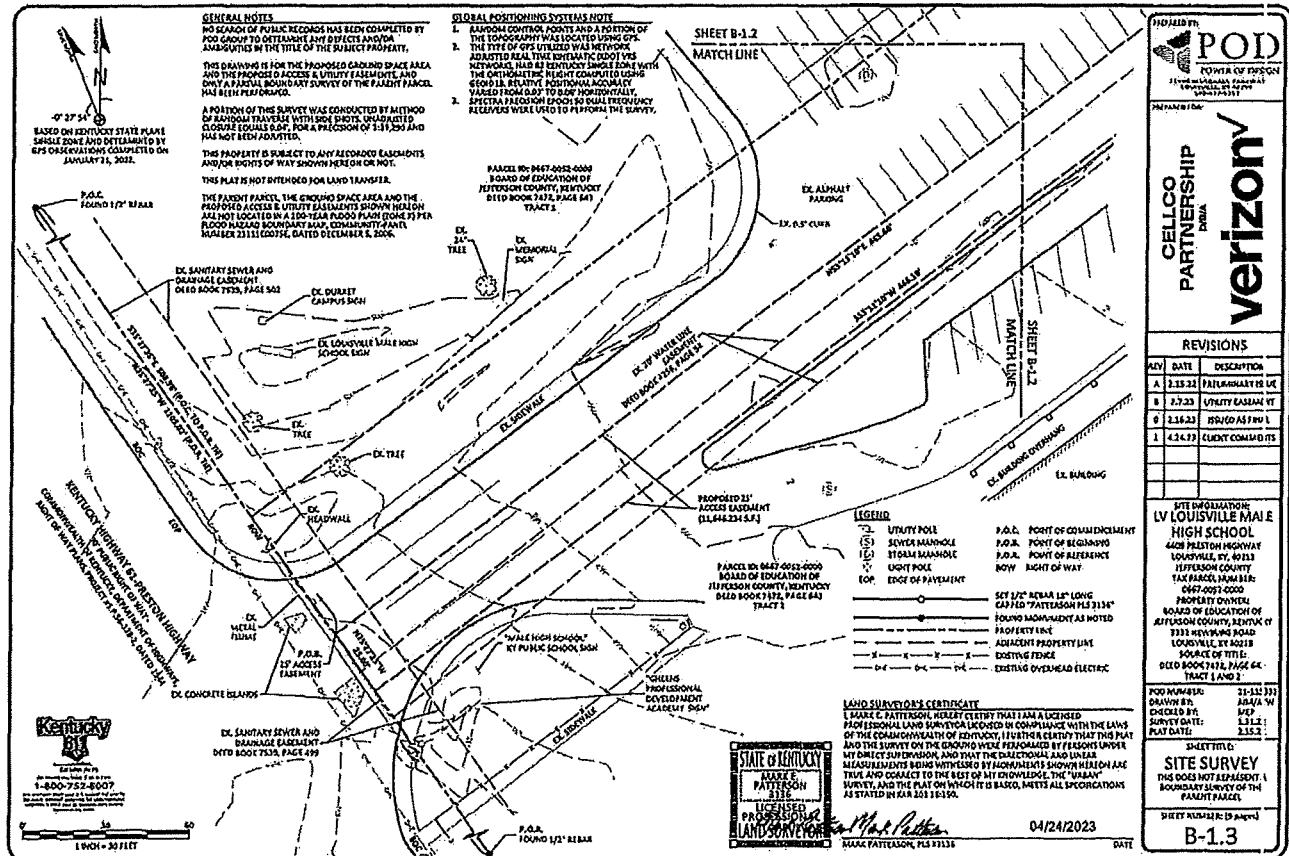
**Keywords:** *depression, mood, anxiety, self-esteem, self-efficacy, self-esteem, self-efficacy*

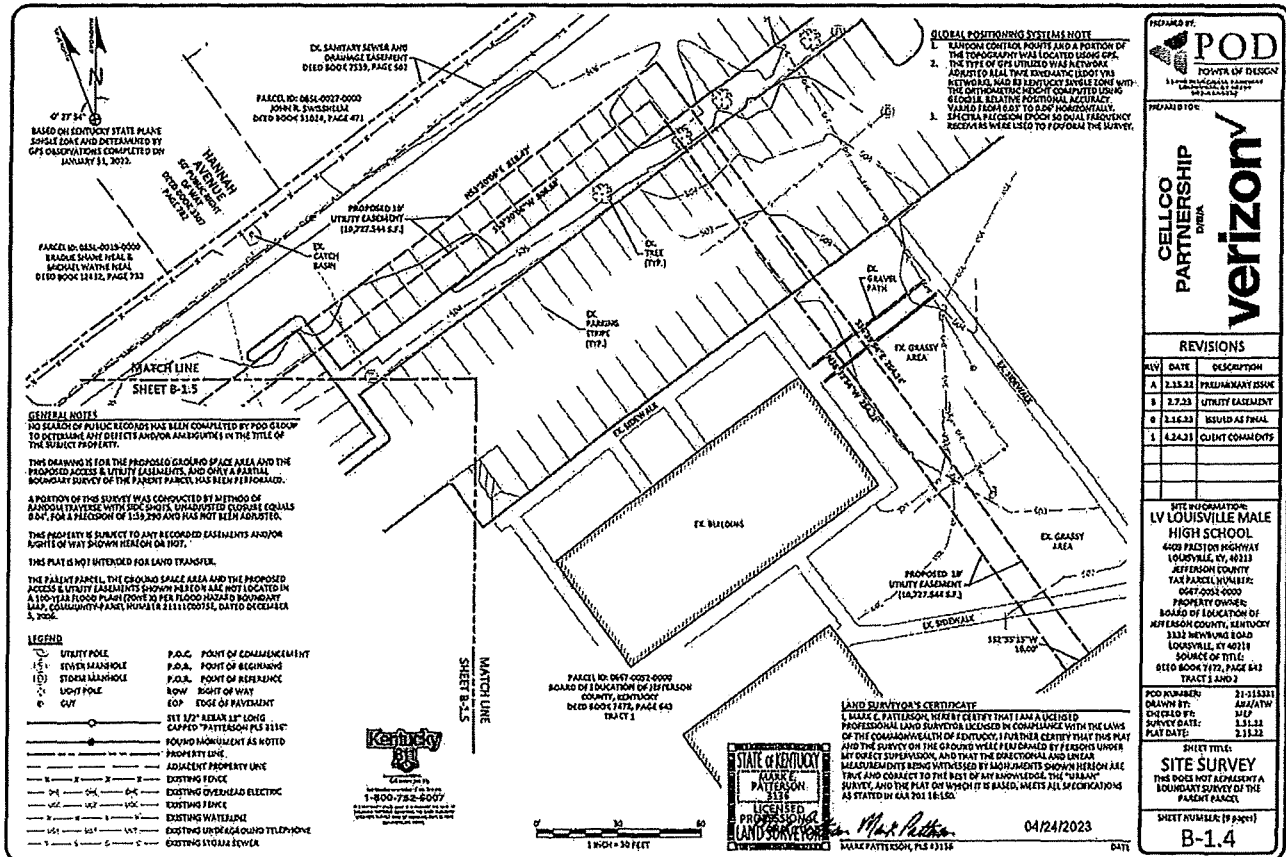
T-1



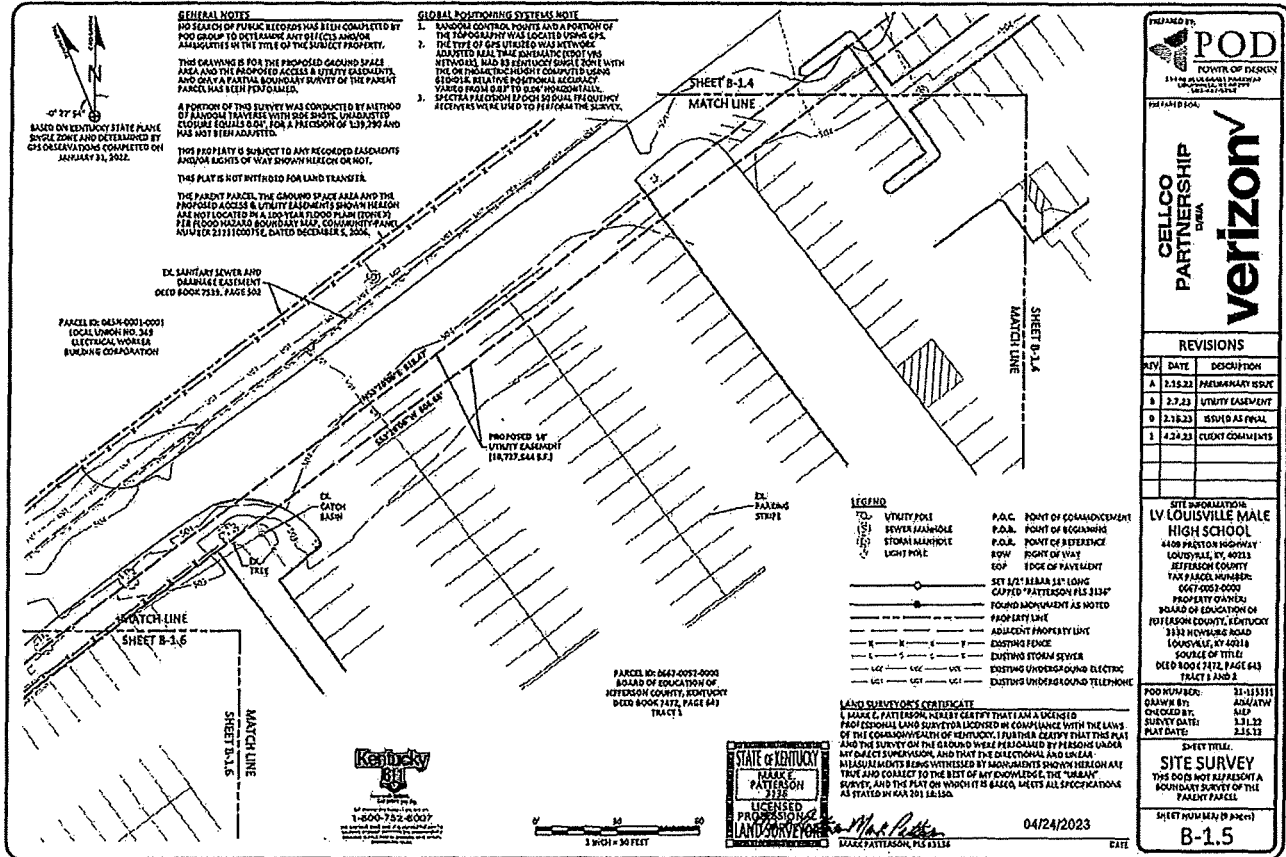


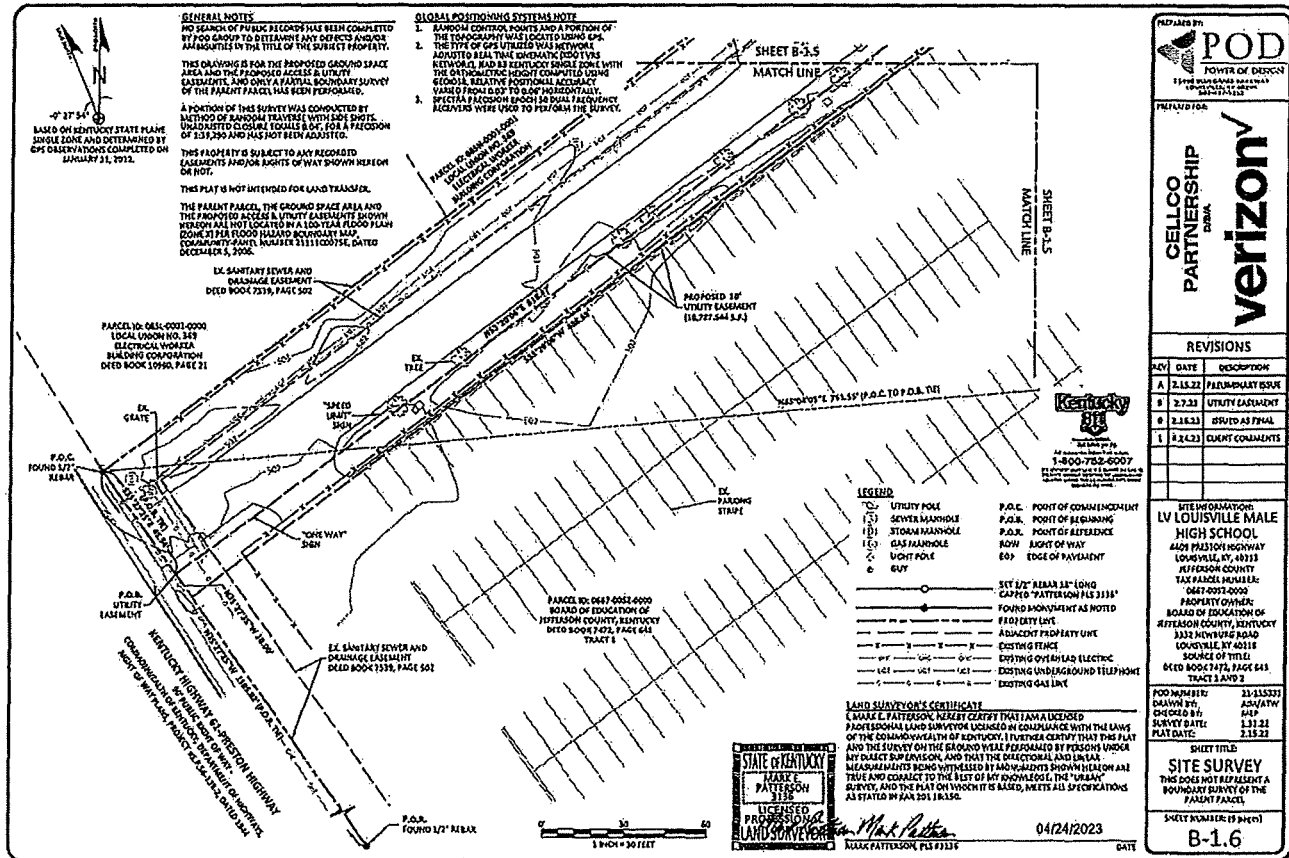














**204946**

- [illegible]

I, MARGIE E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. I FURTHER CERTIFY THAT THIS PLAN AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DISTORTIONS AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "URBAN" SURVEY, AND THE PLAT OF WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN PAR 20.11-15.0.



CELLCO  
PARTNERSHIP  
DATA

verizon

| REVISIONS |         |                   |
|-----------|---------|-------------------|
| REV       | DATE    | DESCRIPTION       |
| A         | 2.15.21 | PRELIMINARY ISSUE |
| B         | 2.7.23  | UTILITY EASEMENT  |
| C         | 2.16.23 | ISSUED AS FINAL   |
| 1         | 4.24.25 | CLIENT COMMENTS   |
|           |         |                   |
|           |         |                   |
|           |         |                   |

**SITE INFORMATION:**  
**LV LOUISVILLE MALE**  
**HIGH SCHOOL**  
4409 PRESTON HIGHWAY  
LOUISVILLE, KY, 40213  
JEFFERSON COUNTY  
TAX PARCEL NUMBER:  
0647 0052 0000  
PROPERTY OWNER:  
BOARD OF EDUCATION OF  
JEFFERSON COUNTY, KENTUCKY  
1332 NEWBURG ROAD  
LOUISVILLE, KY 40218  
SOURCE OF TITLE:  
DEED BOOK 7472, PAGE 643  
TRACT 1 AND 2


|              |          |
|--------------|----------|
| FOO NUMBER:  | 21-11531 |
| ORIGIN BY:   | AM/ATM   |
| CHECKED BY:  | MEP      |
| SURVEY DATE: | 1.31.22  |
| PLAT DATE:   | 2.15.22  |

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

SHEET NUMBER (IF ANY)  
B-1.8.

# REVISION LOG

| REV # | DATE      | SHEET NUMBER | DESCRIPTION OF REVISION       |
|-------|-----------|--------------|-------------------------------|
| 4     | 3/6/2023  | ALL SHEETS   | ISSUED FOR REVIEW             |
| 4     | 3/24/2023 | C&E C&G      | ADDED NYC                     |
| 5     | 4/25/2023 | ALL SHEETS   | CHANGED LAYOUT AS PER         |
| 1     | 4/25/2023 | ALL SHEETS   | CHANGED LAYOUT AS PER REQUEST |




POWER OF DESIGN  
11400 BROADWAY  
SUITE 100  
LOS ANGELES, CA 90045  
800-233-5147

CELLULOSE PAPER/SHIP

**verizon**

04/25/2023



EN PERMIT 3594

**CONSTRUCTION DRAWINGS**

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 3.8.22  | ISSUED FOR REVIEW |
| B   | 4.24.23 | ISSUED AS FINAL   |
| 1   | 4.25.23 | ALL COMMENTS      |

BY: [Signature]

LV LOUISVILLE MALE HIGH SCHOOL

ARCHITECT: [Signature]  
LOUISVILLE, KY 40203  
ATTENTION: CLAYTON

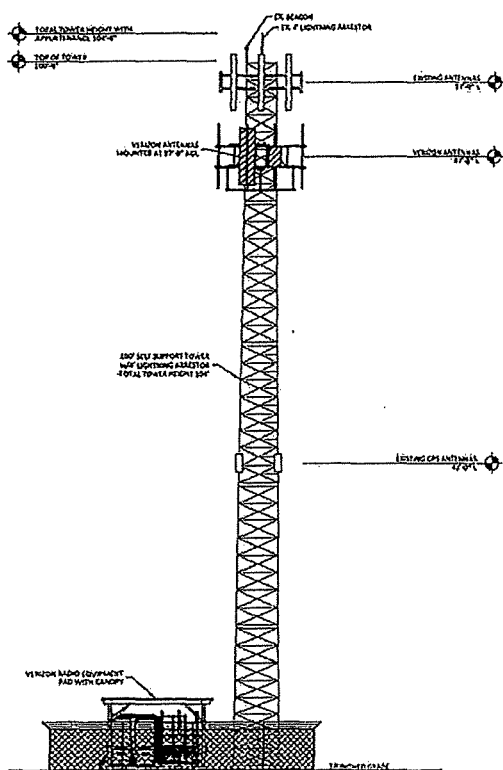
POD NUMBER: 22-115136

DESIGNED BY: POD  
CHECKED BY: MFP  
DATE: 04/23/23

SHEET TITLE:

**REVISION LOG**

SHEET NUMBER:  
**R-1**



**NOTE:**

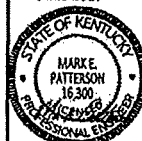
L. IT IS THE INSTALLING CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL  
 ANY OTHER INFORMATION AGAINST FINAL EAS/O DRAINAGE PLAN  
 PROVIDED BY OTHERS. ALL INFORMATION IS/IS NOT TO BE USED FOR ANY  
 PURPOSES.



CELLCO PARTNERSHIP

**verizon**<sup>®</sup>

04/25/2023



EN PERMIT: 3594

**CONSTRUCTION  
DRAWINGS**

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 8.28.23 | ISSUED FOR REVIEW |
| B   | 8.28.23 | ISSUED AS FINAL   |
| 1   | 8.28.23 | LC COMMENTS       |

## SITE INFORMATION:

LV LOUISVILLE MALE  
HIGH SCHOOL  
4401 PRATTON HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

|             |            |
|-------------|------------|
| POB: MUMBAI | 21-11-1935 |
| OUTW: 87    | POB        |
| INW: 87     | WEP        |
| DATE:       | 05-02-21   |

SECRET STATE

TOWER ELEVATION

TE-1



COAX PLAN  
MOUNTS



The Company's agreement to this association will shall constitute the Company's acknowledgment and acceptance of the stated conditions and transactions in the past.

[illegible]

The following programmed products have been identified at the present time:

[illegible]

Applicable legal requirements in Yoruba Village policies and procedures duly require that these conditions be incorporated in all forms involved in the construction activities at the project site. To the extent that the subject work includes measures to address these conditions, details of the work to be performed shall be as specified in the project documents and/or the Authorization Letter.



**CELCO PARTNERSHIP**

**verizon**<sup>®</sup>

**CONSTRUCTION  
DRAWINGS**

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 2.8.23  | ISSUED FOR REVIEW |
| B   | 2.20.23 | GRADUATION        |
| 1   | 2.23.23 | 11 COMMENTS       |

SIC INFORMATION:

LV LOUISVILLE MALE  
HIGH SCHOOL

EAST HASTON HIGHWAY  
JOURNAL 16, 1921-22

FOOTBALL, 12 MONTHS  
KILLER COUNTY

FOUO 10/23/84 23-115313

출판사: **출판사**      **200**

DATE: 06-22-22

**SUBJECT:**

ENVIRONMENTAL

**EVALUATION NOTICE**


TO CONTRACTOR:  
ATTENTION ONLY

**SUBJECT:**

C-0

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**POWER OF DISC**

STATE OF KENTUCKY  
 PROFESSIONAL ENGINEER  
 NO. 14346  
 EXPIRATION DATE 09/30/2013

CE LCO PARTNERSHIP

**verizon**

01/25/2023



MARK E. PATTERSON  
 16,300  
 MECHANICAL ENGINEERING  
 STATE OF KENTUCKY

EI PERMIT: 3594

**CONSTRUCTION DRAWINGS**

| REV. | DATE     | DESCRIPTION       |
|------|----------|-------------------|
| 1    | 11/13/22 | ISSUED FOR REVIEW |
| 2    | 1/26/23  | ISSUED AS FINAL   |
| 3    | 1/26/23  | AS CONCEPTS       |

NOT REVISION REQUIRED

**LV UJUISVILLE MALE HIGH SCHOOL**

455 BREEDEN HIGHWAY  
 UJUISVILLE 40381  
 JEFFERSON COUNTY

|                |           |
|----------------|-----------|
| POSSIBLE SIZE  | 35-113335 |
| DESIGN IN 1/2" | FOO       |
| CRISPLED 1/2"  | NOF       |
| DATE           | 06-22-21  |

SHEET (1/1)

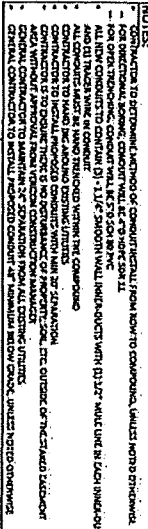
**OVER ALL SITE PLAN**



**W/ AIRIAL OVERLAY**

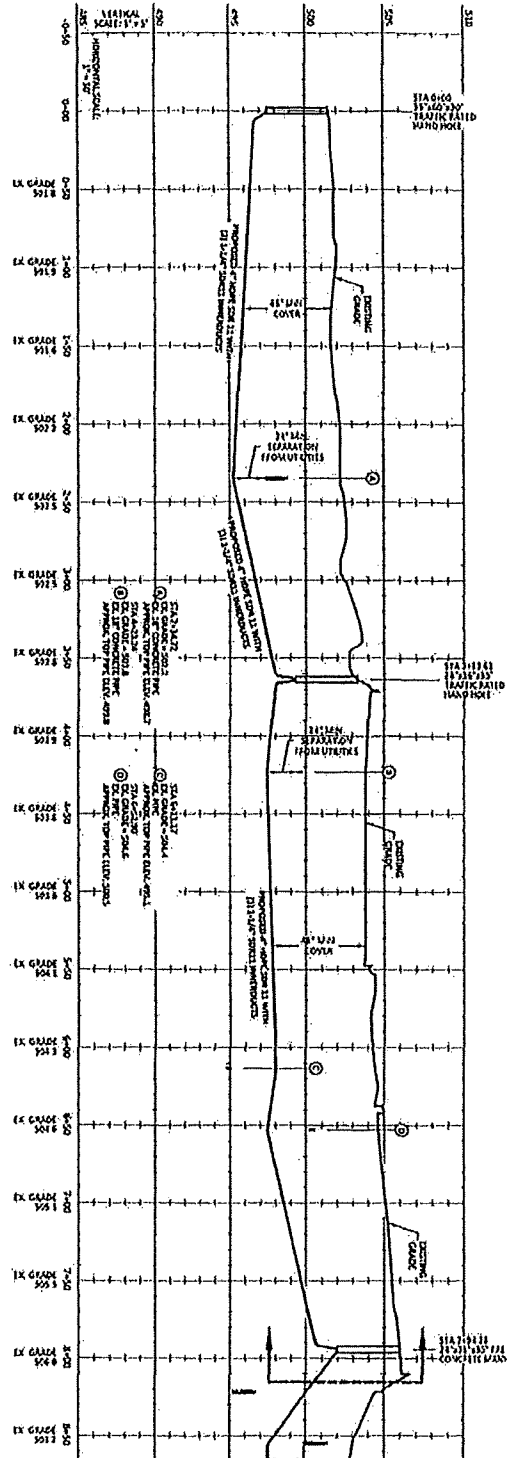
DRAWN BY:

**C-1**





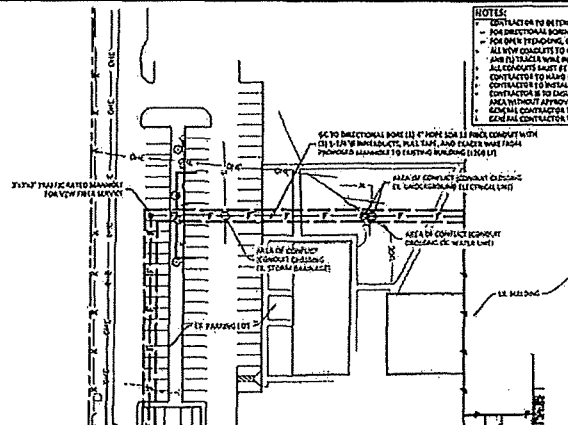
|  |   |   |   |
|--|---|---|---|
|  <p> <b>POD</b><br/>         POWER OF DESIGN<br/>         13300 STATE STREET PARKWAY<br/>         LOUISVILLE, KY 40243<br/>         502.251.9000       </p> | <p>CELLCO PARTNERSHIP</p> <p>ORIGIN</p> <p><b>verizon</b></p> | <p>04/25/2023</p>  <p>         STATE OF KENTUCKY<br/>         MARIE PATTERSON<br/>         1/15/2022<br/>         PROFESSIONAL ENGINEER<br/>         10000 COMMONWEALTH BOULEVARD<br/>         FRANKFORT, KY 40601       </p> | <p>EN PERMIT: 3594</p> <p>CONSTRUCTION<br/>DRAWINGS</p> |
|--|---|---|---|



|     |       |                    |
|-----|-------|--------------------|
| 4   | 24.23 | SECTION FOR REVIEW |
| 5   | 42.03 | SECTION 42.03      |
| 6   | 42.03 | SECTION 42.03      |
| 7   | 42.03 | SECTION 42.03      |
| 8   | 42.03 | SECTION 42.03      |
| 9   | 42.03 | SECTION 42.03      |
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| 69  | 42.03 | SECTION 42.03      |
| 70  | 42.03 | SECTION 42.03      |
| 71  | 42.03 | SECTION 42.03      |
| 72  | 42.03 | SECTION 42.03      |
| 73  | 42.03 | SECTION 42.03      |
| 74  | 42.03 | SECTION 42.03      |
| 75  | 42.03 | SECTION 42.03      |
| 76  | 42.03 | SECTION 42.03      |
| 77  | 42.03 | SECTION 42.03      |
| 78  | 42.03 | SECTION 42.03      |
| 79  | 42.03 | SECTION 42.03      |
| 80  | 42.03 | SECTION 42.03      |
| 81  | 42.03 | SECTION 42.03      |
| 82  | 42.03 | SECTION 42.03      |
| 83  | 42.03 | SECTION 42.03      |
| 84  | 42.03 | SECTION 42.03      |
| 85  | 42.03 | SECTION 42.03      |
| 86  | 42.03 | SECTION 42.03      |
| 87  | 42.03 | SECTION 42.03      |
| 88  | 42.03 | SECTION 42.03      |
| 89  | 42.03 | SECTION 42.03      |
| 90  | 42.03 | SECTION 42.03      |
| 91  | 42.03 | SECTION 42.03      |
| 92  | 42.03 | SECTION 42.03      |
| 93  | 42.03 | SECTION 42.03      |
| 94  | 42.03 | SECTION 42.03      |
| 95  | 42.03 | SECTION 42.03      |
| 96  | 42.03 | SECTION 42.03      |
| 97  | 42.03 | SECTION 42.03      |
| 98  | 42.03 | SECTION 42.03      |
| 99  | 42.03 | SECTION 42.03      |
| 100 | 42.03 | SECTION 42.03      |



1-800-752-6007



## HOTELS

- [illegible]



CELLCO PARTNERSHIP

**verizon**<sup>✓</sup>

04/26/2023



EN PERMIT: 3594

## CONSTRUCTION DRAWINGS

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 3.8.23  | ISSUED FOR REVIEW |
| B   | 4.29.23 | ISSUED AS FINAL   |
| C   | 2.25.23 | 12 DOCUMENTS      |

SEE INFORMATION:

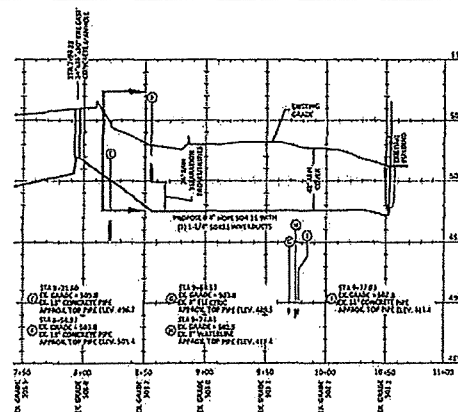
LV LOUISVILLE MAIL  
HIGH SCHOOL  
4405 MILSTON HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

|             |           |
|-------------|-----------|
| POB NUMBER: | 24-111335 |
| DATAWAB:    | POB       |
| CHECKED BY: | MLP       |
| DATE:       | 05.02.23  |

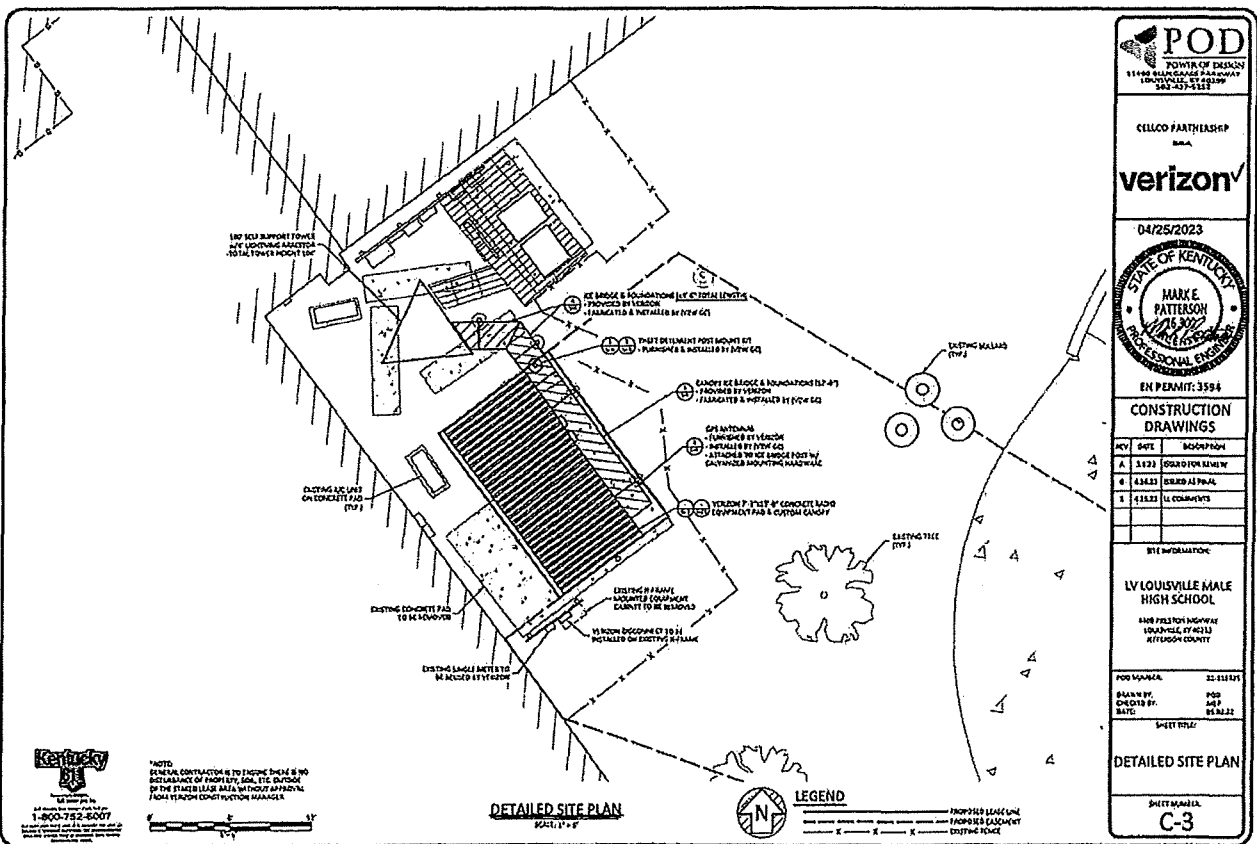
**DETAILED SITE PLAN  
& PROFILE**


## WEST MUSE

C-2A










CELLCO PARTNERSHIP  
BAA

**verizon**

04/25/2023



EN PERMIT: 3594

**CONSTRUCTION DRAWINGS**

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 3.13.23 | ISSUED FOR REVIEW |
| B   | 4.24.23 | ISSUED AS FINAL   |
| C   | 4.25.23 | FOR COMMENTS      |

**SITE INFORMATION**

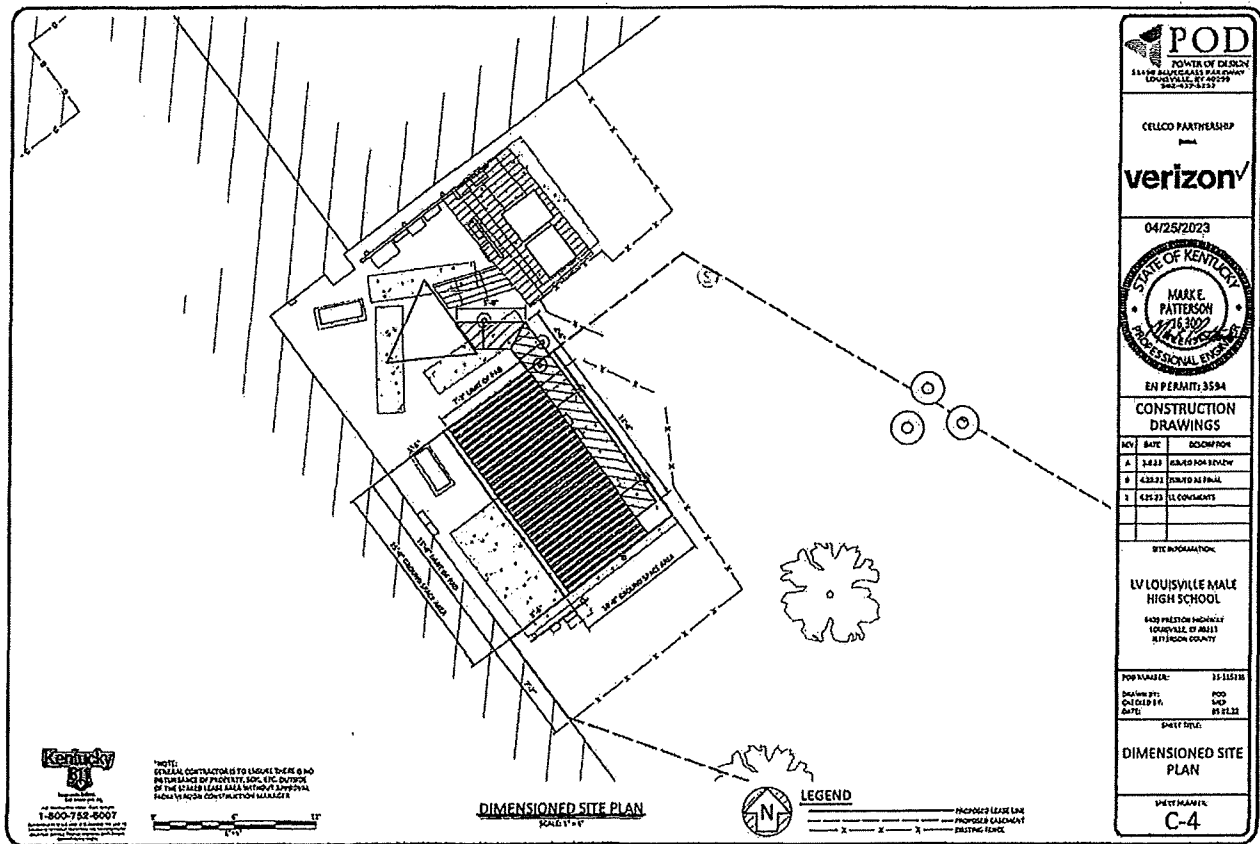
**LV LOUISVILLE MALE HIGH SCHOOL**

1400 PELLERIN HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

POD MANILA: 30.11.2023  
DRAWN BY: POD  
CHECKED BY: M.E.P.  
DATE: 04.24.23

**DETAILED SITE PLAN**

SHEET MANILA  
**C-3**






- [illegible]

- [illegible]






POD  
POWER OF DESIGN  
11400 WILLOW CREEK DRIVE  
LOUISVILLE, KY 40299  
502-311-2122

CELLEO PARTNERSHIP  
SMA

**verizon**

04/25/2023



MARK E. PATTERSON  
No. 15392  
PROFESSIONAL ENGINEER

EN PERMIT: 3594

**CONSTRUCTION  
DRAWINGS**

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 3.8.13  | ISSUED FOR REVIEW |
| B   | 4.29.23 | ISSUED FOR FINAL  |
| 1   | 4.25.23 | 15 COMMENTS       |
|     |         |                   |
|     |         |                   |
|     |         |                   |

SITE POSSESSION

**LV LOUISVILLE MALE  
HIGH SCHOOL**

6425 WILLOW FOREST LANE  
LOUISVILLE, KY 40291  
JEFFERSON COUNTY

POD DRAWING: 21-311313

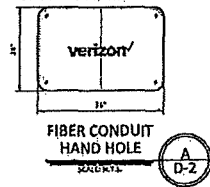
POD  
NO. 367  
05/23/23

SHEET TITLE:

**GENERAL SITE  
CONSTRUCTION  
NOTES**

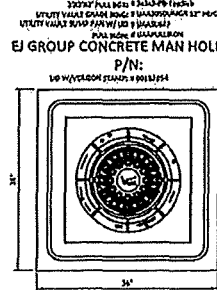
SHEET NUMBER:  
**C-6**

OLDCASTLE CONCRETE POLYMER T22  
TRAFFIC RATED HAND HOLE P/N:  
P/N: 810K18772404704  
10 W/VERSON STANDS 9 10013154



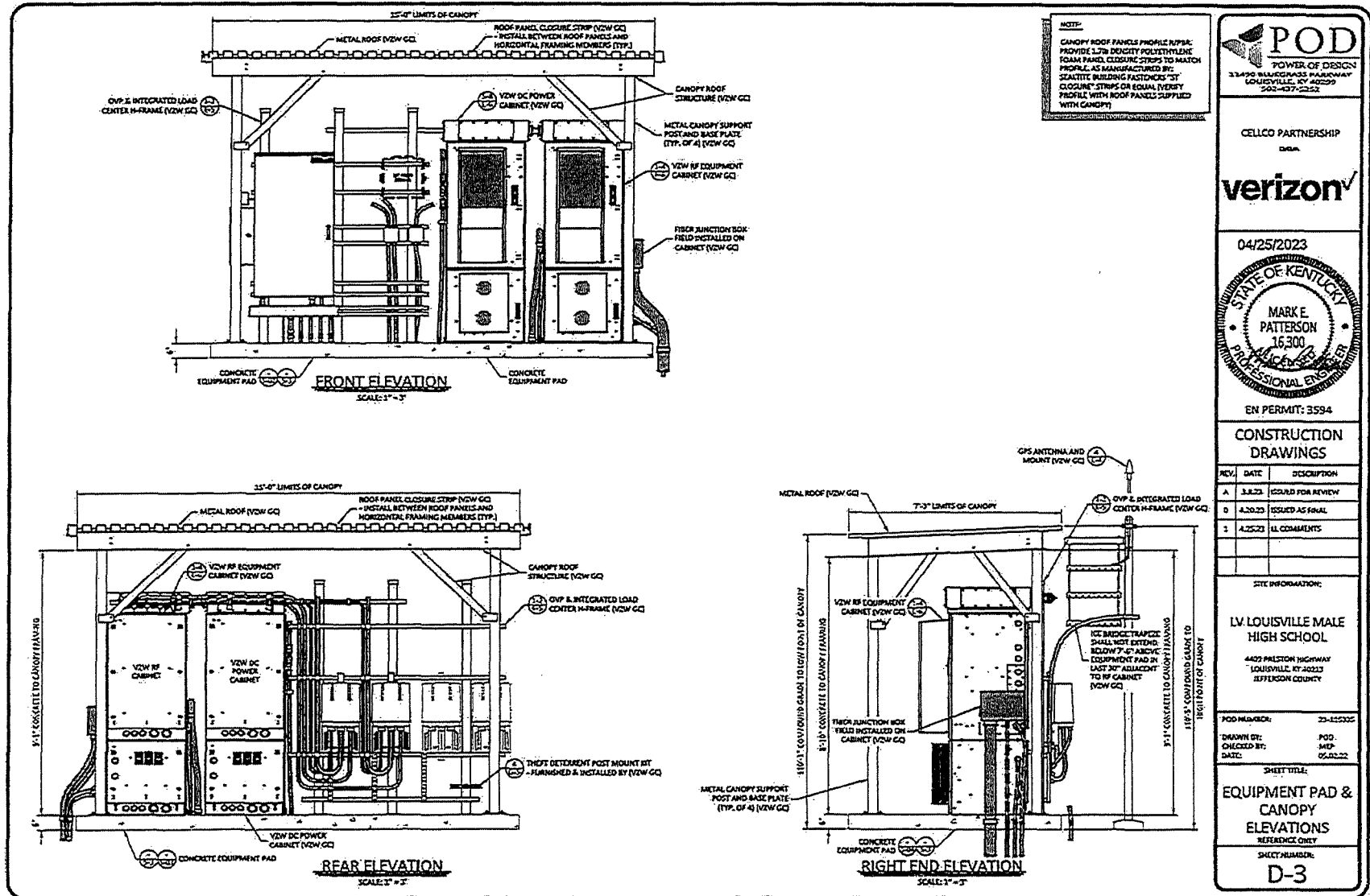
FIBER CONDUIT  
HAND HOLE

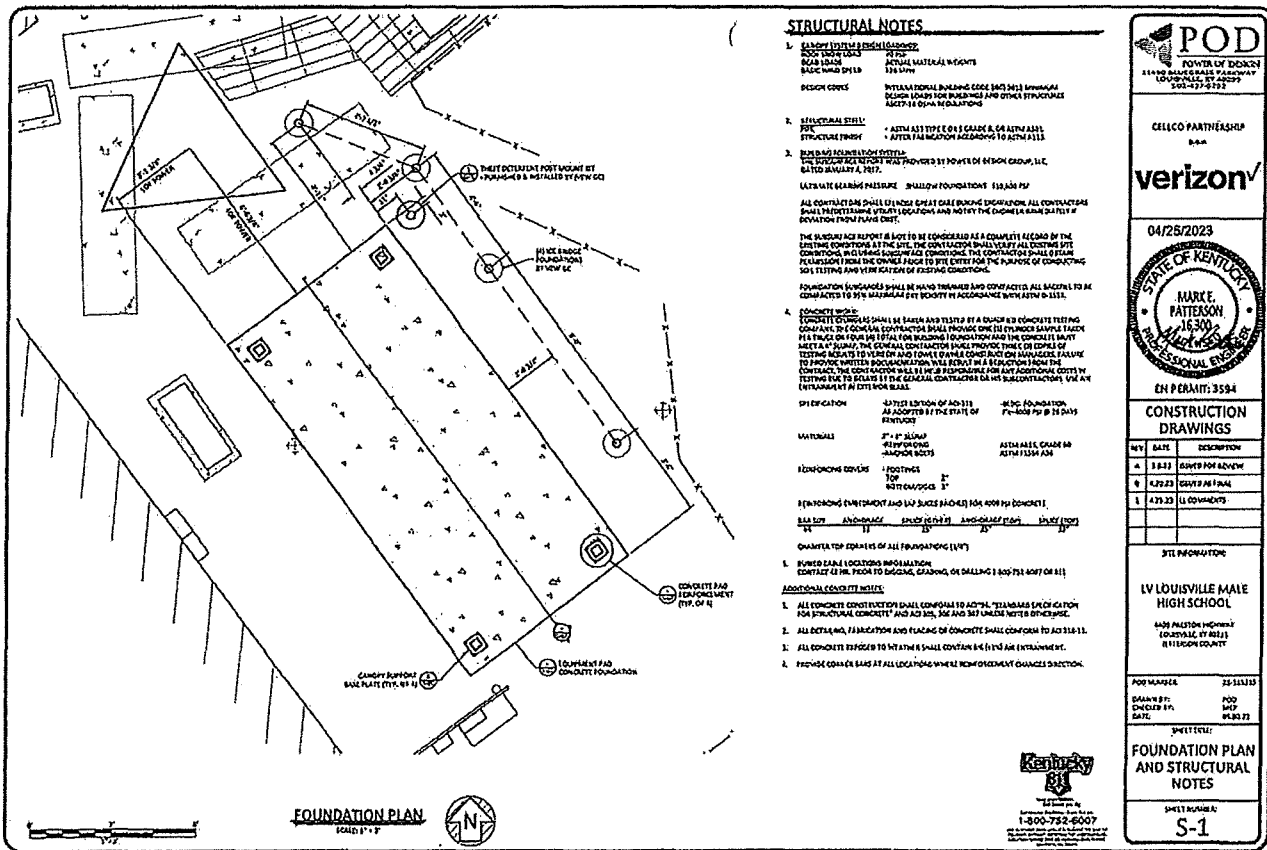
OLDCASTLE CONCRETE TRAFFIC RATED  
MAN HOLE P/N:  
P/N: 810K18772404704  
10 W/VERSON STANDS 9 10013154



FIBER CONDUIT  
MAN HOLE

|  |                           |
|--|---------------------------|
| <p>POWER OF DESIGN<br/>11490 RIVERDALE PARKWAY<br/>LOUISVILLE, KY 40243<br/>502-217-3333</p>                     |                           |
| <p>CELCO PARTNERSHIP</p>   |                           |
| <p>verizon</p>   |                           |
| <p>04/25/2023</p>  |                           |
| <p>STATE OF KENTUCKY<br/>MARK E. PATTERSON<br/>16300<br/>PROFESSIONAL ENGINEER</p>                               |                           |
| <p>EN PERMIT: 3594</p>   |                           |
| <p>CONSTRUCTION<br/>DRAWINGS</p>   |                           |
| REV  | DATE DESCRIPTION          |
| A  | 3.8.23 COVERED FOR REVIEW |
| B  | 3.29.23 REVIEWED AS FINAL |
| 1  | 3.23.23 US COMMENTS       |
| <p>SITE INFORMATION:</p>   |                           |
| <p>LV LOUISVILLE MALE<br/>HIGH SCHOOL<br/>4401 PRELION HIGHWAY<br/>LOUISVILLE, KY 40213<br/>JEFFERSON COUNTY</p> |                           |
| <p>POD NUMBER: 22-111371</p>   |                           |
| <p>DRAWN BY: POD<br/>CHECKED BY: MZ<br/>DATE: 04.11.23</p>   |                           |
| <p>SHEET TITLE:</p>  |                           |
| <p>SITE DETAILS</p>  |                           |
| <p>SHEET NUMBER:<br/>D-2</p>   |                           |







SITE:  
LOUISVILLE MALE HIGH SCHOOL  
(NSB - COLO)

DESIGN DRAWING FOR A 7'-3" X 15'-0" CANOPY AND FOUNDATION

SHEET INDEX

|      |                      |
|------|----------------------|
| T-01 | TITLE SHEET          |
| N-01 | NOTES                |
| S-01 | PLAN VIEW            |
| S-02 | FRONT ELEVATION VIEW |
| S-03 | BACK ELEVATION VIEW  |
| S-04 | SIDE VIEWS           |
| S-05 | DETAIL VIEWS         |
| S-06 | FOUNDATION DESIGN    |
| S-07 | INSPECTION CHECKLIST |

PROJECT INFORMATION

COUNTY: KENTON  
SITE ADDRESS: 4409 PRESTON HIGHWAY  
LOUISVILLE, KY 40223  
LATITUDE: 38° 11' 07.00"  
LONGITUDE: -85° 43' 13.00"

SCOPE OF WORK:

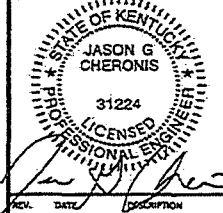
DESIGN DRAWINGS INCLUDE:  
PROPOSED CANOPY  
PROPOSED FOUNDATION



DISCLAIMER:  
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DESIGN DRAWING

4/17/2022



REV. DATE DESCRIPTION

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |

SITE INFORMATION:

LOUISVILLE MALE HIGH SCHOOL (NSB - COLO)  
4409 PRESTON HIGHWAY  
LOUISVILLE, KY 40223

SITE NUMBER:  
4409KY

POD NUMBER: 32-12-000  
DESIGNED BY: JAC  
DRAWN BY: JAC  
CHECKED BY: JAC  
DATE: 04/06/2022

SHEET TITLE:

TITLE SHEET

T-01





PLANNING & DESIGN

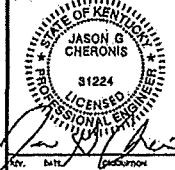
**POD**

POWER OF DESIGN

1000 E. UNIVERSITY OF ARIZONA RD.  
SUITE 300 ALBUQUERQUE, NM 87102  
(505) 261-7227

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF YUKON NWELSS AND MAY NOT BE REPRODUCED, DISSEMINATED OR DESTROYED WITHOUT THE EXPRESS WRITTEN CONSENT OF YUKON NWELSS.

4/12/2022



| REV. | DATE | DESCRIPTION |
|------|------|-------------|
|      |      |             |
|      |      |             |
|      |      |             |

### SITE INFORMATION

LOUISVILLE MALE HIGH  
SCHOOL (NSB - COLO)

6888 P.O. BOX 160000  
LOS ANGELES, CA 90016

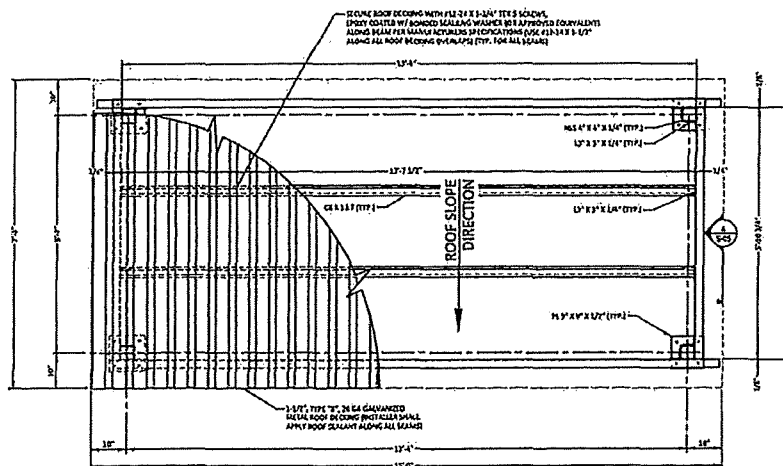
4409KY

|              |           |
|--------------|-----------|
| POO NUMBER:  | 22-174020 |
| DESIGNED BY: | 6444      |
| DRAWN BY:    | 71        |
| CHECKED BY:  | JL        |
| DATE:        | 6/26/2012 |

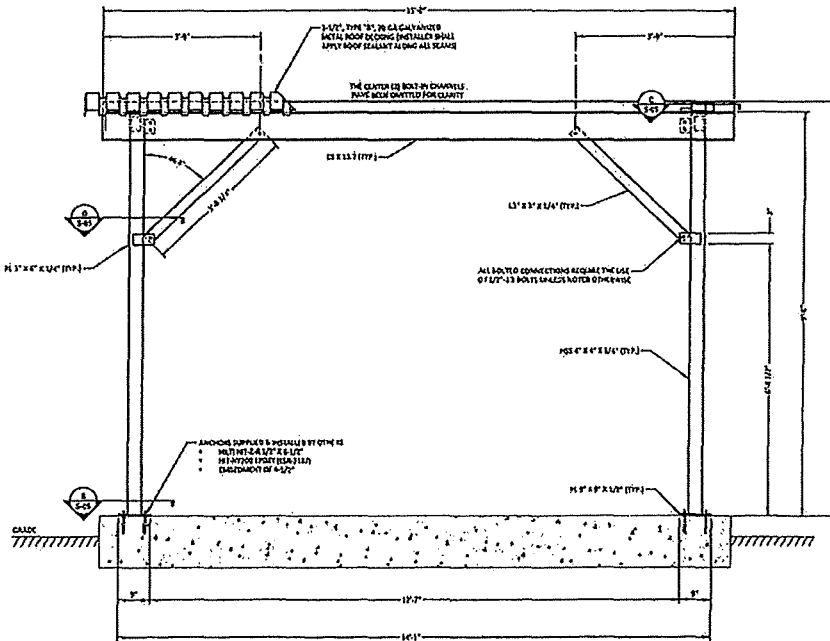
SUMME

PLAN VIEW

S-01



PLAN VIEW  
1/2" = 1'-0"



FRONT ELEVATION VIEW  
1/8\"/>

verizon

POD  
POWER OF DESIGN

verizon

DESIGN DRAWING

STATE OF KENTUCKY  
JASON G. OBERONIS  
31224  
LICENSED PROFESSIONAL ENGINEER  
PLUMBING

LOUISVILLE MALE HIGH SCHOOL (NSB - COLO)

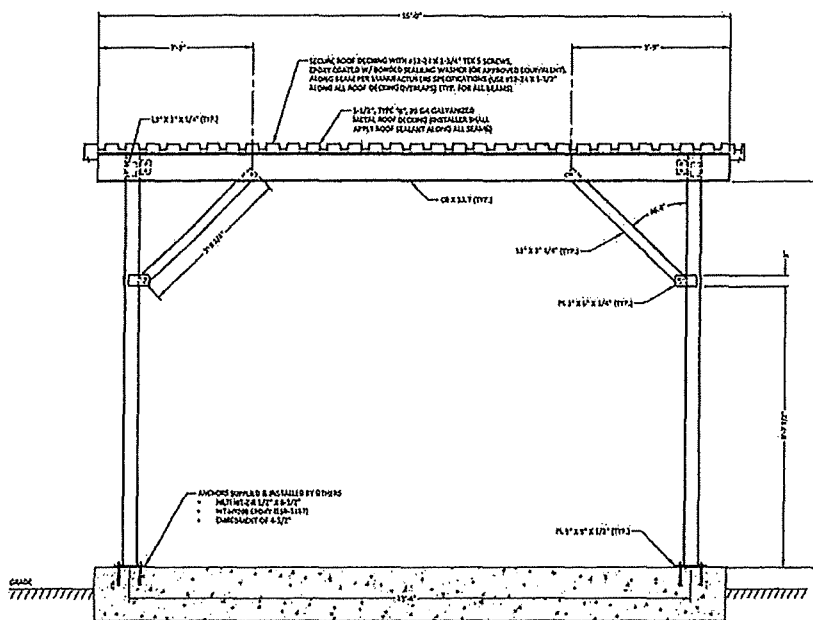
4409KY

POD INVAILED  
DESIGNED BY:  
CHECKED BY:  
DATE:

22-01-2022  
JGO  
JGO  
JGO

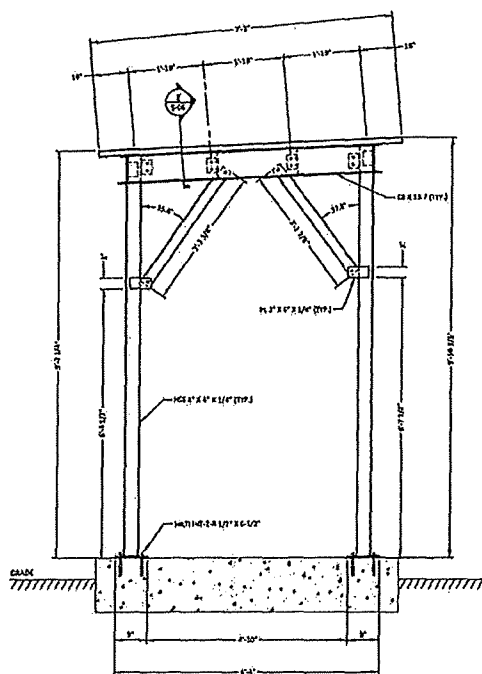
ELEVATION VIEW

S-02

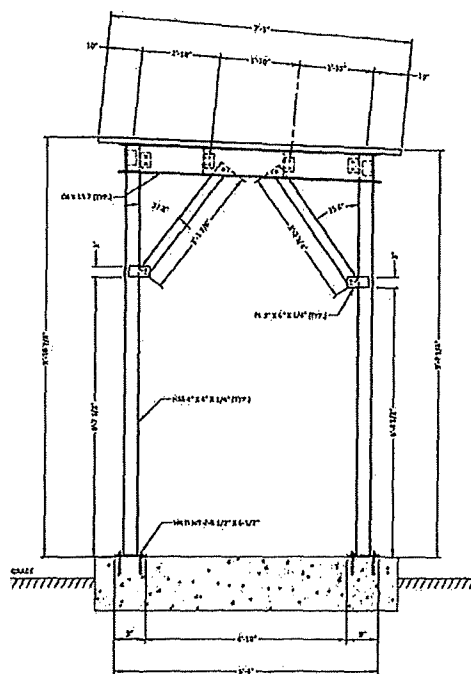


REAR ELEVATION VIEW

|  |                                     |
|--|-------------------------------------|
| FORM PREPARED BY VERIZON<br><br>Family Network ID# _____   |                                     |
| <br><b>POD</b><br>POWER OF DESIGN<br><small>1801 S. WASHINGTON AVE. SUITE 200<br/>         ARLING HEIGHTS, ILLINOIS 60010</small>  |                                     |
| Company _____<br>  |                                     |
| THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF VERIZON WIRELESS AND MAY NOT BE REPRODUCED, DISSEMINATED OR DISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS. |                                     |
| <b>DESIGN DRAWING</b>  |                                     |
| 4/10/2011<br><br>(Signature)<br>TITLE _____ DATE _____ LOCATION _____  |                                     |
| SITE INFORMATION:<br><b>LOUISVILLE MALE HIGH SCHOOL (HSB - COLO)</b><br>400 UNIVERSITY BLVD<br>(LOUISVILLE, KY 40203)  |                                     |
| SITE NUMBER:<br><b>4409KY</b>  |                                     |
| POD NUMBER:<br>DESIGNED BY:<br>DRAWN BY:<br>CHECKED BY:<br>DATE:   | 2/21/2010<br>BY:<br>TS:<br>3/4/2011 |
| SHEET TITLE:   |                                     |
| <b>ELEVATION VIEW</b>  |                                     |
| <b>S-03</b>  |                                     |

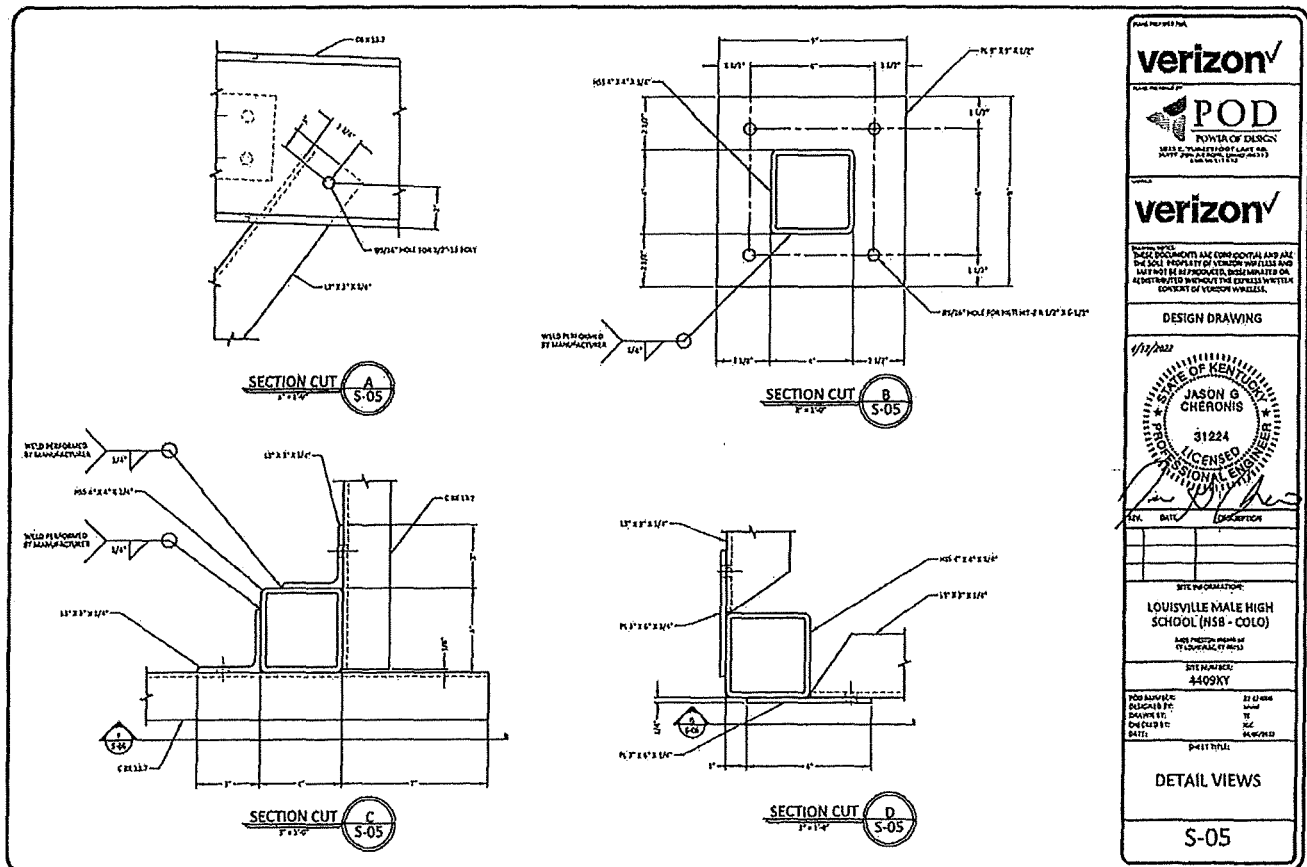


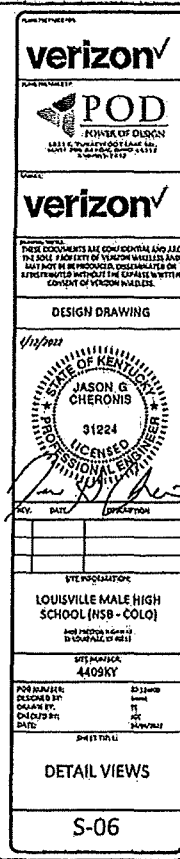
RIGHT SIDE ELEVATION

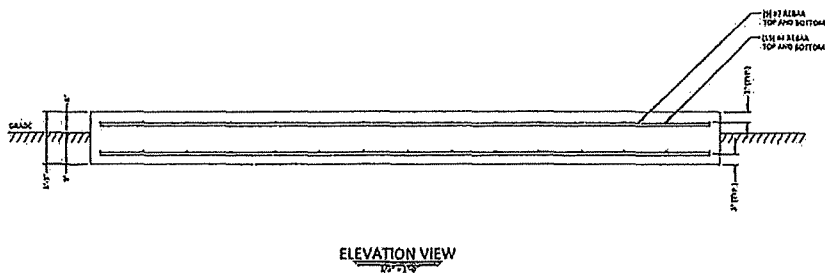
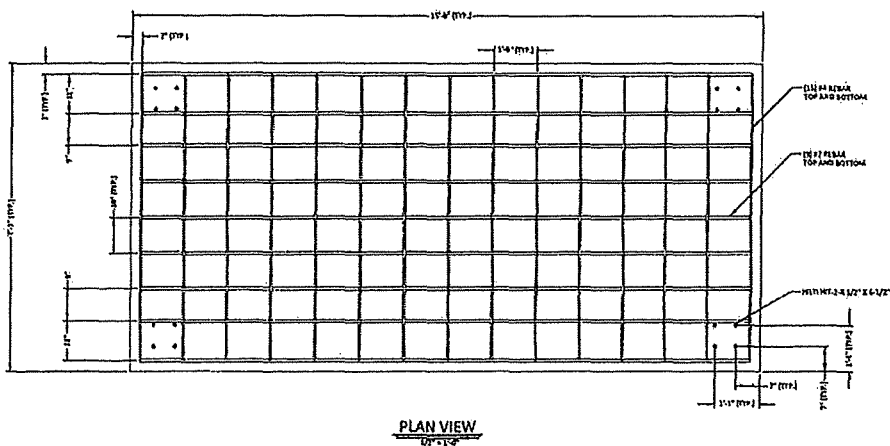


LEFT SIDE ELEVATION

[illegible]







|   |                    |
|---|--------------------|
|   |                    |
|   |                    |
|   |                    |
| <p>DESIGN DRAWING</p>   |                    |
| <p>STATE OF KENTUCKY<br/>JASON G. CHERONIS<br/>01224<br/>LICENSED PROFESSIONAL ENGINEER</p>                         |                    |
| REV.  | DATE / DESCRIPTION |
|   |                    |
| <p>SITE INFORMATION:<br/>LOUISVILLE MALE HIGH SCHOOL (NSB - COLO)<br/>4000 WILSON ROAD<br/>LOUISVILLE, KY 40213</p> |                    |
| <p>DIST. NUMBER:<br/>4409KY</p>   |                    |
| POD NUMBER:   | 33-21-000          |
| DESIGNER BY:  | NAME               |
| CHECKED BY:   | NAME               |
| DATE:   | DATE               |
| <p>SHEET TITLE:<br/>FOUNDATION DESIGN</p>   |                    |
| <p>S-07</p>   |                    |



| MODIFICATION INSPECTION CHECKLIST   |   |   |  |   |   |
|---|---|---|--|---|---|
| BEFORE CONSTRUCTION   |   | DURING CONSTRUCTION   |  | AFTER CONSTRUCTION  |   |
| CONSTRUCTION/INSTALLATION INSPECTION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD) | REPORT ITEM                                       | CONSTRUCTION/INSTALLATION INSPECTION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD) | REPORT ITEM                                      | CONSTRUCTION/INSTALLATION INSPECTION AND TESTING REQUIRED (COMPLETED BY ENGINEER OF RECORD) | REPORT ITEM                                       |
| X   | MODIFICATION INSPECTION CHECKLIST DWG             | X   | CONSTRUCTION INSPECTION (AS REQUIRED BY DRAWING) | X   | MODIFICATION INSPECTION REPORT ON RECORD DRAWINGS |
| -   | ENGINEER OF RECORD APPROVED SHOP DRAWINGS         | -   | FOUNDATION INSPECTION                            | -   | POST-INSTALLED ANCHOR ROD TENSILE TESTING         |
| -   | FOUNDATION INSPECTION                             | -   | CONCRETE CUR, STRENGTH AND SLUMP TEST            | X   | PHOTOGRAPHS                                       |
| X   | WATER TIGHT REPORT                                | -   | POST-INSTALLED ANCHOR ROD VERIFICATION           | ADDITIONAL TESTING AND INSPECTION   |   |
| -   | FOUNDATION ROE INSPECTION                         | -   | BASE PLATE CORROSION VERIFICATION                |   |   |
| -   | ROE REPORT OF ANCHOR ROD BASE PLATE (AS REQUIRED) | -   | THIRD PARTY CRACK & WELD INSPECTION              |   |   |
| -   | ANCHOR ROD  | -   | SAFETY GEAR AND IDENTITY REPORT (REQUIRED)       |   |   |
| ADDITIONAL TESTING AND INSPECTION   |   | X   | ON SITE CORROSION MONITORING VERIFICATION        |   |   |
|   |   | -   | CRACK MONITORING REPORT                          |   |   |
|   |   | X   | GC AS-BUILT DOCUMENTS                            |   |   |
|   |   | ADDITIONAL TESTING AND INSPECTION (AS REQUIRED BY ENGINEER)                                 |  |   |   |

#### MODIFICATION INSPECTION NOTES:

##### GENERAL:

1. THE MODIFICATION INSPECTION IS A VISUAL INSPECTION OF THE MODIFICATION AND A REVIEW OF CONSTRUCTION INSPECTION AND OTHER RECORDS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. MODIFICATION DRAWINGS, AS DESIGNED BY THE ENGINEER OF RECORD.
2. THE MODIFICATION INSPECTION IS TO CONFIRM INSTALLATION CONFORMANCE AND VERIFICATION THAT THE MODIFICATION IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE MODIFICATION INSPECTION IS TO BE CONDUCTED BY THE MODIFICATION INSPECTOR, ENGINEER OF RECORD OR THE STRUCTURAL MODIFICATION DESIGNER. THE MODIFICATION INSPECTION IS TO BE CONDUCTED BY THE ENGINEER OF RECORD AT ALL TIMES.
3. TO ENSURE THAT THE REQUIREMENT OF THE MODIFICATION INSPECTION IS MET, IT IS VITAL THAT THE GENERAL CONTRACTOR HAS THE MODIFICATION INSPECTION BEFORE CONSTRUCTION AND RECORDING AS SOON AS IT IS AVAILABLE. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN LEADING OUT TO THE OTHER PARTY.

##### MODIFICATION INSPECTION:

1. THE MODIFICATION INSPECTION IS REQUIRED TO COMPLY WITH THE GC AS SOON AS RECEIVING A REQUEST FOR THE MODIFICATION INSPECTION TO:
2. REVIEW THE REQUIREMENT OF THE MODIFICATION INSPECTION CHECKLIST
3. WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON SITE INSPECTIONS
4. PROVIDE ANY SITE SPECIFIC INSPECTIONS ON DRAWINGS
5. THE MODIFICATION INSPECTION IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONSTRUCTION AND INSPECTION TEST REPORTS, REVIEWING THE DOCUMENTS FOR COMPLIANCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE MODIFICATION INSPECTION, AND SUBMITTING THE MODIFICATION INSPECTION REPORT.

##### GENERAL CONSTRUCTION:

1. THE GC IS REQUIRED TO CONTACT THE MODIFICATION INSPECTOR AS SOON AS RECEIVING A REQUEST FOR THE MODIFICATION INSTALLATION ON THE PROJECT SITE.

- REVIEW THE REQUIREMENT OF THE MODIFICATION INSPECTION CHECKLIST
- WORK WITH THE GC INSPECTION TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE MODIFICATION INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- REVIEW UNDERSTANDING ALL INSPECTION AND TESTING REQUIREMENTS
- THE GC SHALL PREPARE AND RECORD THE SITE AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST.

##### AS-BUILT DOCUMENTS:

1. IT IS SUGGESTED THAT THE GC PROVIDE A SUMMARY OF 5 BUSINESS DAYS BEFORE THE MODIFICATION INSPECTION TO THE GC. THE GC SHALL BE READY TO PROVIDE THE MODIFICATION INSPECTION TO BE CONDUCTED.
2. THE GC AND MODIFICATION INSPECTION COORDINATE ON-SITE THROUGHOUT THE ENTIRE PROJECT.
3. WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE MODIFICATION INSPECTION AND GC ON-SITE SIMULTANEOUSLY FOR ANY ON-SITE TALKING OR VISUAL INSPECTIONS.
4. IF THE GC IS NOT AVAILABLE TO PROVIDE ALL INFORMATION PRIOR TO CONDUCTING THE MODIFICATION INSPECTION TO ALLOW FOUNDATION AND MODIFICATION INSPECTIONS TO BE CONDUCTED IN THE SITE.
5. WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MODIFICATION INSPECTION COORDINATE ON-SITE DURING THE MODIFICATION INSPECTION. THE GC SHALL BE RESPONSIBLE TO COORDINATE THE MODIFICATION INSPECTION TO COMPLY WITH ALL CONSTRUCTION REQUIREMENTS OF THE MODIFICATION INSPECTION CHECKLIST.

##### CANCELLATION OR DELAY IN SCHEDULE TO MODIFICATION INSPECTION:

1. IF THE GC AND MODIFICATION INSPECTION AGREE TO A DATE BY WHICH THE MODIFICATION INSPECTION WILL BE CONDUCTED, AND IT IS NOT CANCELLED OR DELAYED, THE ENGINEER OF RECORD WILL BE RESPONSIBLE FOR ANY COSTS, LOSS OF PROFITS AND/OR OTHER DAMAGES DUE TO THE CANCELLATION OR DELAY. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR ANY COSTS, LOSS OF PROFITS AND/OR OTHER DAMAGES DUE TO THE CANCELLATION OR DELAY. THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR ANY COSTS, LOSS OF PROFITS AND/OR OTHER DAMAGES DUE TO THE CANCELLATION OR DELAY.

##### CONSTRUCTION OF THE MODIFICATION INSPECTION:

1. IF THE MODIFICATION INSTALLATION WOULD FAIL THE MODIFICATION INSPECTION.

INSPECTION (CALLED MODIFICATION INSPECTION). THE GC SHALL WORK WITH MODIFICATION INSPECTION TO COORDINATE A SCHEDULE PLAN IN ONE OF THE WAYS:

1. CONTACT ENGINEER OF RECORD TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND COORDINATE A SCHEDULE FOR MODIFICATION INSPECTION. OR, WITH ENGINEER OF RECORD, THE GC MAY WORK WITH THE ENGINEER OF RECORD TO RE-EVALUATE THE MODIFICATION INSPECTION ON-SITE USING A 30-DAY TEST PERIOD.

##### VERIFICATION INSPECTIONS:

1. ENGINEER OF RECORD IS REQUIRED TO CONDUCT A VERIFICATION INSPECTION TO VERIFY THE ACCURACY AND COMPLETION OF THE MODIFICATION INSPECTION.

2. VERIFICATION INSPECTIONS MAY BE CONDUCTED BY AN INSPECTION FIRM AFTER A MODIFICATION INSPECTION IS COMPLETED, AS REQUESTED BY THE GC OR AN ACCEPTED "VERIFICATION INSPECTION INSPECTION MODIFICATION INSPECTION" REPORT FOR THE ORIGINAL PROJECT.

##### CONTRACT PHOTOGRAPHY:

1. BETWEEN THE GC AND THE GC INSPECTION THE FOLLOWING PHOTOGRAPHS ARE TO BE TAKEN AND PROVIDED IN THE MODIFICATION INSPECTION REPORT:

2. PHOTOGRAPHY GENERAL SITE CONDITION

3. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

4. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

5. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

6. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

7. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

8. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

9. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

10. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

11. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

12. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

13. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

14. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

15. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

16. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

17. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

18. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

19. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

20. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

21. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

22. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

23. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

24. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

25. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

26. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

27. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

28. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

29. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

30. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

31. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

32. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

33. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

34. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

35. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

36. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

37. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

38. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

39. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

40. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

41. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

42. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

43. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

44. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

45. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

46. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

47. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

48. PHOTOGRAPHY DURING THE MODIFICATION INSPECTION

verizon

POD

31224

JASON G. CHERONIS

PROFESSIONAL ENGINEER

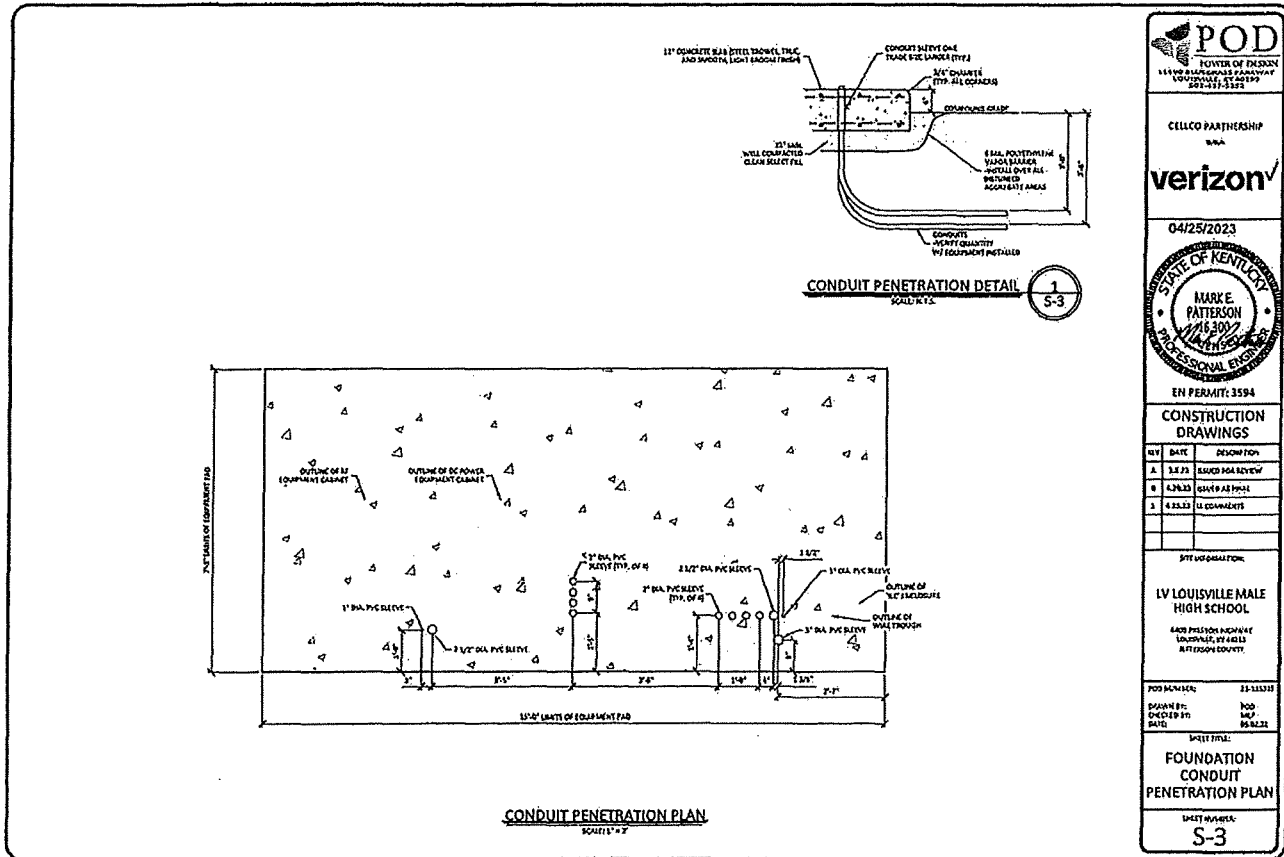
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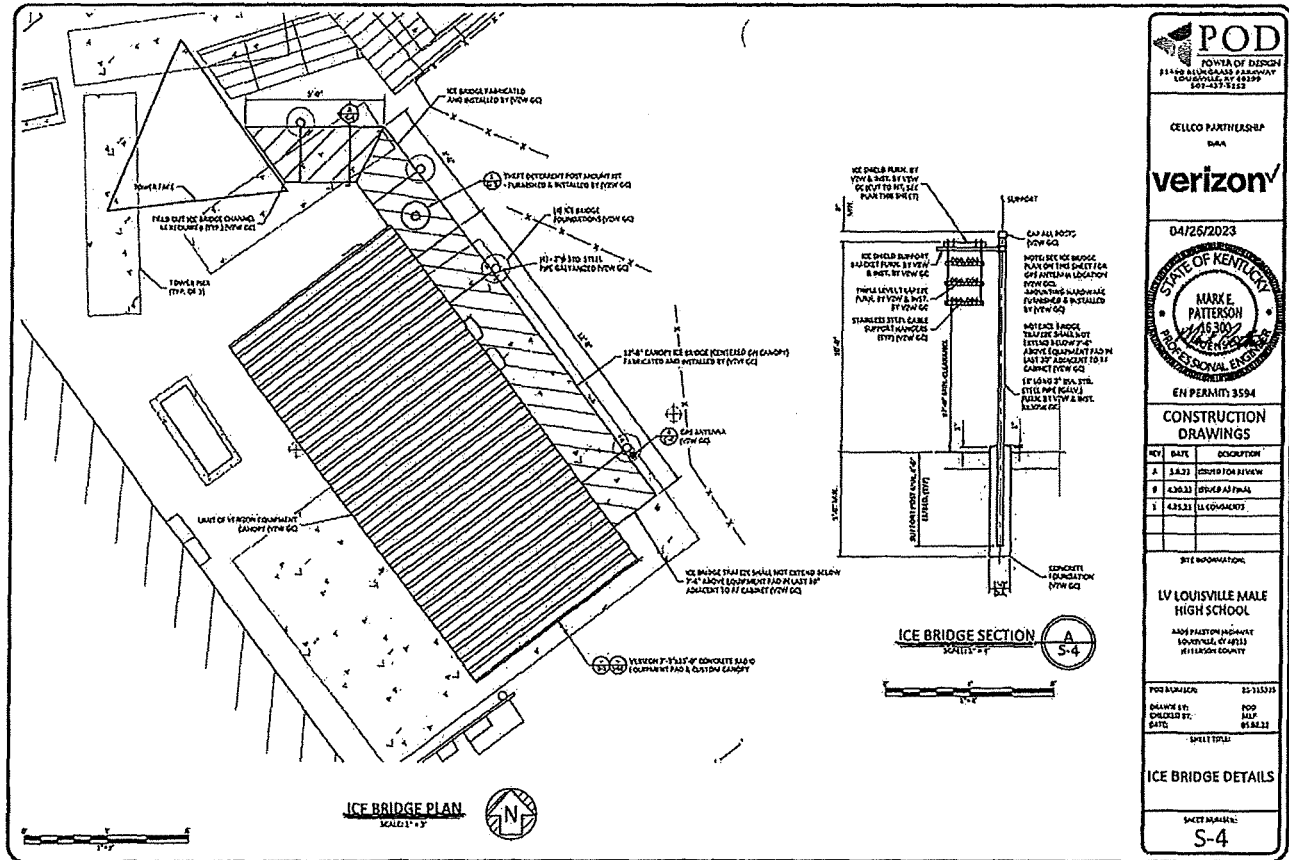
LOUISVILLE MALE HIGH SCHOOL (MSB - COLO)

4409KY

MODIFICATION CHECKLIST

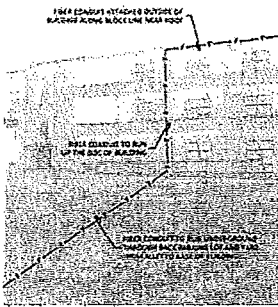
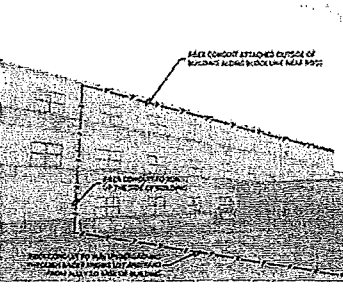
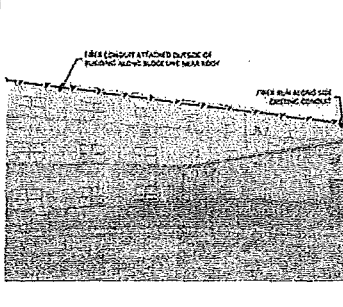


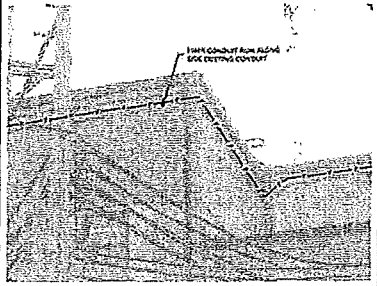
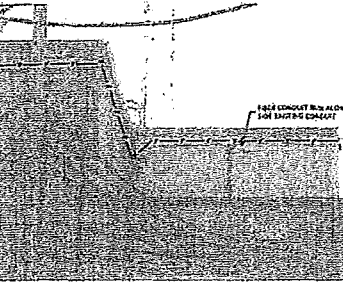
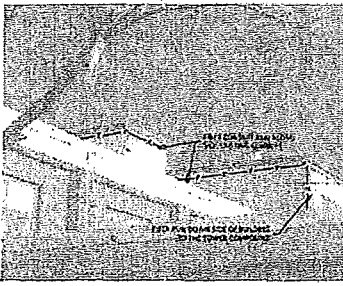
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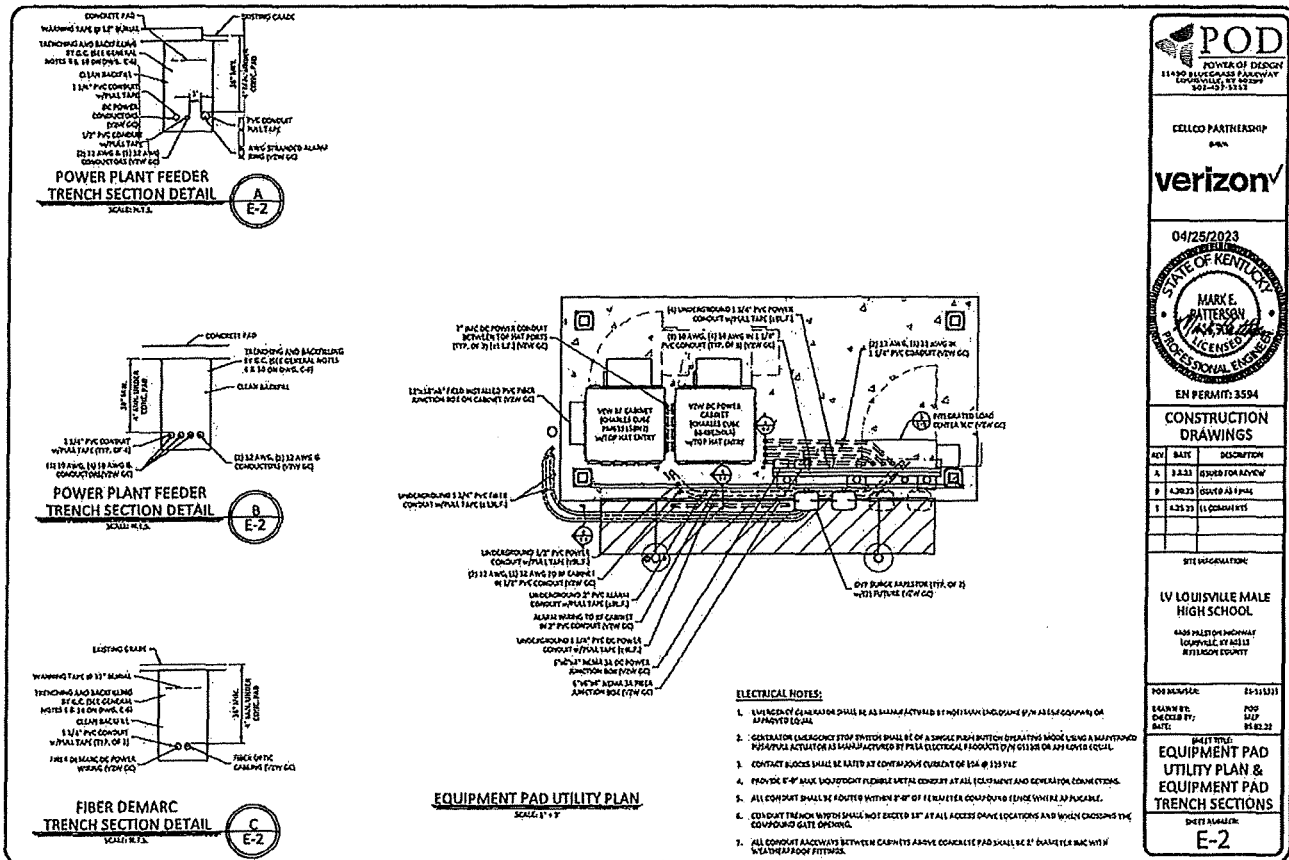








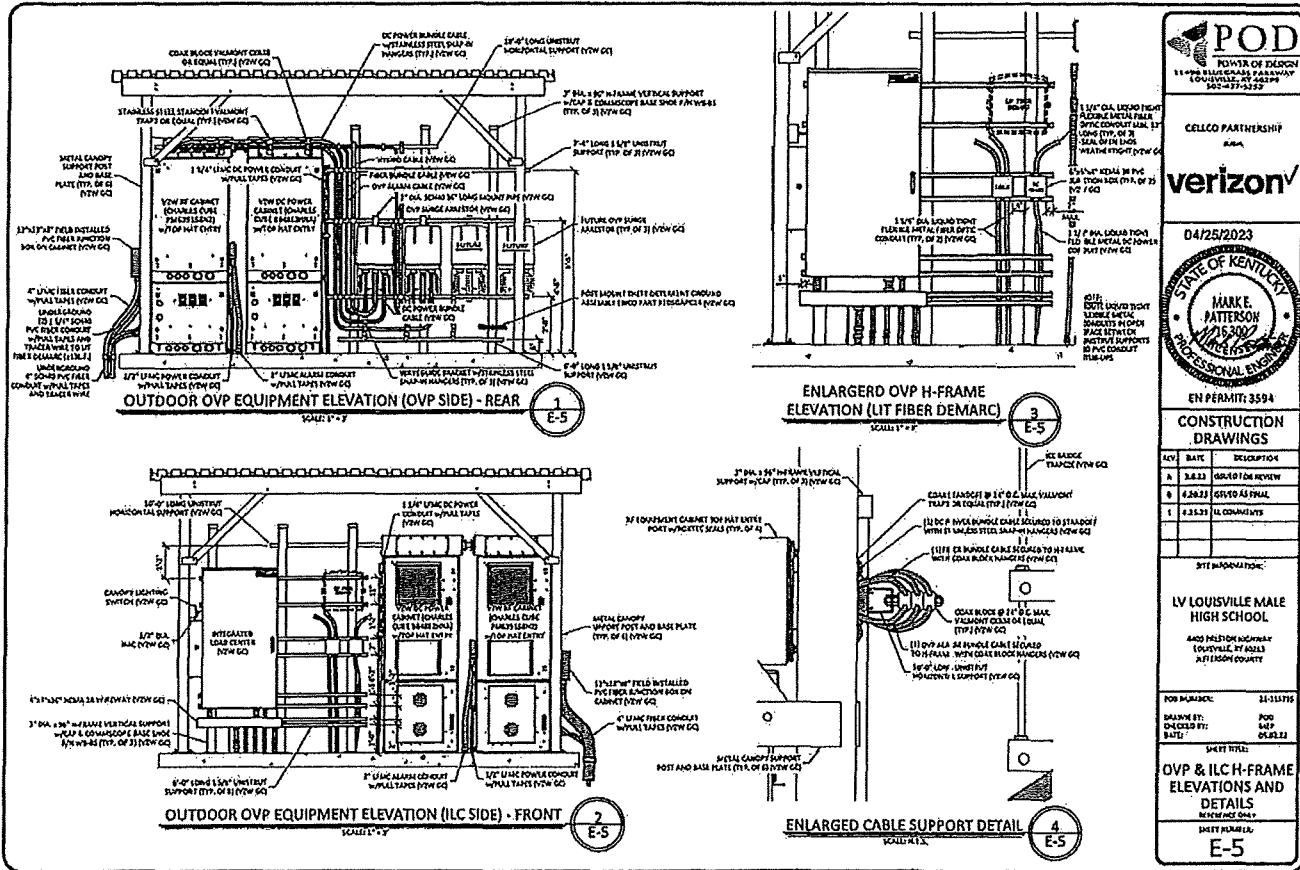
|  <p>FIBER CONDUIT ATTACHED EXTERIOR OF BUILDING ALONG BLOCK LINE NEAR ROOF</p> <p>WIRE CONDUIT TO RUN UP THE SIDE OF BUILDING</p> <p>RECONSTRUCTING BUILDING EXISTING THROATLINE FACE MAINTAIN EXISTING AND WIRE ALLEY TO SIDE OF BUILDING</p> <p><b>FIBER FROM MM TO EXISTING BUILDING</b></p> |  <p>FIBER CONDUIT ATTACHED EXTERIOR OF BUILDING ALONG BLOCK LINE NEAR ROOF</p> <p>FIBER CONDUIT RUN TO THE SIDE OF BUILDING</p> <p>RECONSTRUCTING BUILDING EXISTING THROATLINE FACE MAINTAIN EXISTING AND WIRE ALLEY TO SIDE OF BUILDING</p> <p><b>FIBER UP BUILDING WALL TO BLOCK LINE</b></p> |  <p>FIBER CONDUIT ATTACHED EXTERIOR OF BUILDING ALONG BLOCK LINE NEAR ROOF</p> <p>FIBER RUN ALONG SIDE EXISTING CONDUIT</p> <p><b>FIBER ALONG BLOCK LINE</b></p> | <div style="text-align: center;">  <p>POINT OF DESIGN<br/>31100 BLISS CREEK PARKWAY<br/>LOUISVILLE, KY 40220<br/>502-457-5122</p> </div> <p>CELCO PARTNERSHIP<br/>DBA</p> <p><b>verizon</b></p> <p>04/26/2023</p> <div style="text-align: center;">  <p>MARK E. PATTERSON<br/>Professional Engineer</p> </div> <p>EN PERMIT: 3594</p> <p><b>CONSTRUCTION DRAWINGS</b></p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>3.8.23</td> <td>ISSUED FOR REVIEW</td> </tr> <tr> <td>B</td> <td>4.26.23</td> <td>ISSUED AS FINAL</td> </tr> <tr> <td>C</td> <td>4.26.23</td> <td>REVISIONS</td> </tr> </tbody> </table> <p>SITE INFORMATION</p> <p><b>LV LOUISVILLE MALE HIGH SCHOOL</b></p> <p>6409 PRESTON HIGHWAY<br/>LOUISVILLE, KY 40213<br/>JEFFERSON COUNTY</p> <table border="1"> <thead> <tr> <th>POD NUMBER</th> <th>21-111315</th> </tr> </thead> <tbody> <tr> <td>DESIGNED BY:</td> <td>POD</td> </tr> <tr> <td>CHECKED BY:</td> <td>DAV</td> </tr> <tr> <td>DATE:</td> <td>04.02.23</td> </tr> </tbody> </table> <p>SHEET TITLE:</p> <p><b>SITE PHOTOS - FIBER ROUTE</b></p> <p>DATE: 04/26/2023</p> <p><b>E-1A</b></p> | REV | DATE | DESCRIPTION | A | 3.8.23 | ISSUED FOR REVIEW | B | 4.26.23 | ISSUED AS FINAL | C | 4.26.23 | REVISIONS | POD NUMBER | 21-111315 | DESIGNED BY: | POD | CHECKED BY: | DAV | DATE: | 04.02.23 |
|---|---|---|---|-----|------|-------------|---|--------|-------------------|---|---------|-----------------|---|---------|-----------|------------|-----------|--------------|-----|-------------|-----|-------|----------|
| REV   | DATE  | DESCRIPTION   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| A   | 3.8.23  | ISSUED FOR REVIEW   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| B   | 4.26.23   | ISSUED AS FINAL   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| C   | 4.26.23   | REVISIONS   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| POD NUMBER  | 21-111315   |   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| DESIGNED BY:  | POD   |   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| CHECKED BY:   | DAV   |   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
| DATE:   | 04.02.23  |   |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |
|  <p>FIBER CONDUIT RUN ALONG EXISTING CONDUIT</p> <p><b>FIBER FOLLOWING EXISTING CONDUITS</b></p>   |  <p>FIBER CONDUIT RUN ALONG SIDE BUILDING CONDUIT</p> <p><b>FIBER RUNNING ALONG BUILDING PENTHOUSE</b></p>   |  <p>FIBER CONDUIT RUN DOWN SIDE OF BUILDING TO THE OTHER COMPOUND</p> <p><b>FIBER RUNS DOWN BUILDING INTO COMPOUND</b></p>                                      |   |     |      |             |   |        |                   |   |         |                 |   |         |           |            |           |              |     |             |     |       |          |











**POD**  
POWER OF DESIGN  
11000 BLUEGRASS PARADISE  
LOUISVILLE, KY 40240  
502-437-3259

CELLCO PARTNERSHIP  
KMA

**verizon**

04/25/2023

STATE OF KENTUCKY  
MARK E. PATTERSON  
15300  
PROFESSIONAL ENGINEER

EN PERMIT: 3594

**CONSTRUCTION DRAWINGS**

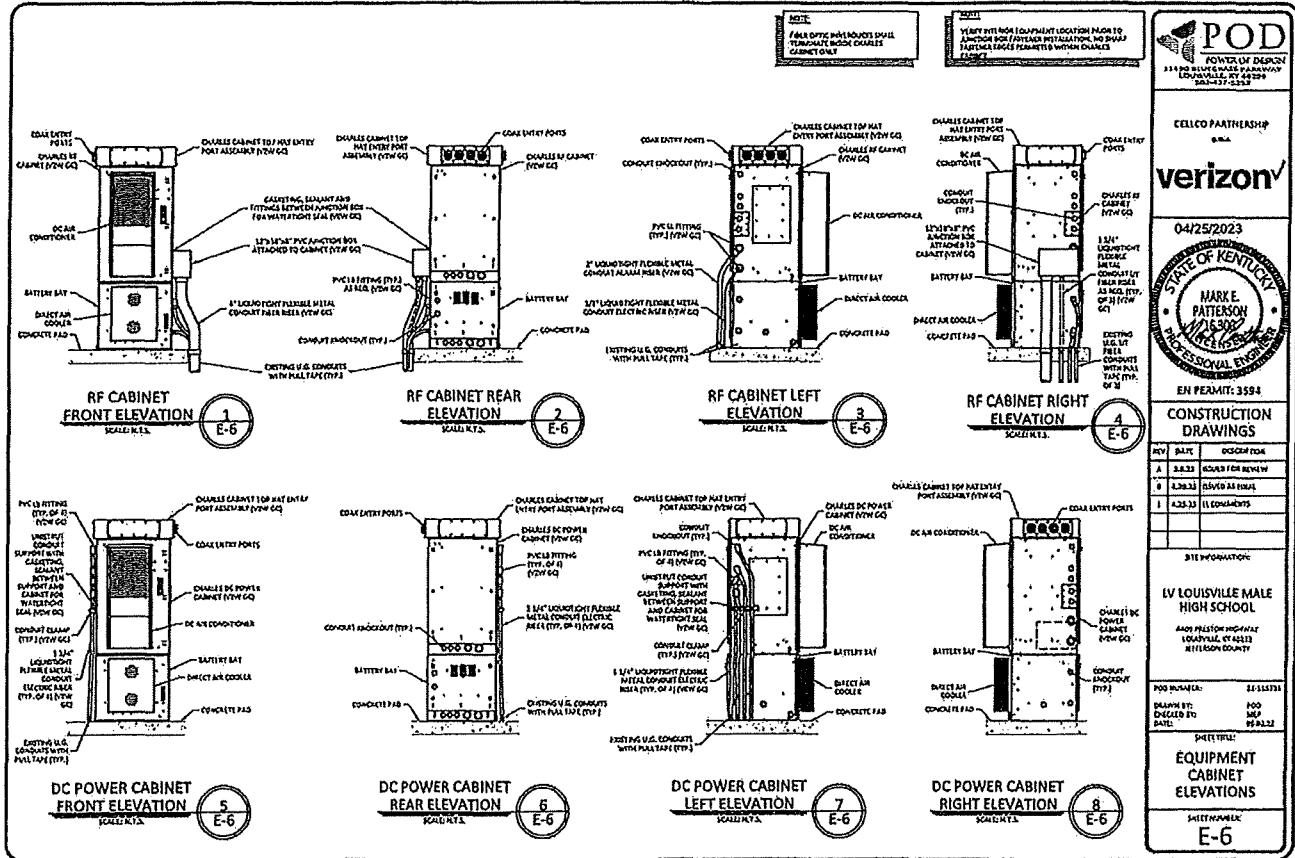
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|-----|---------|-------------------|
| A   | 3.8.22  | ISSUED FOR REVIEW |
| B   | 6.28.22 | REVISED AS FINAL  |
| 1   | 8.3.23  | FOR CONSTRUCTION  |

SITE INFORMATION:

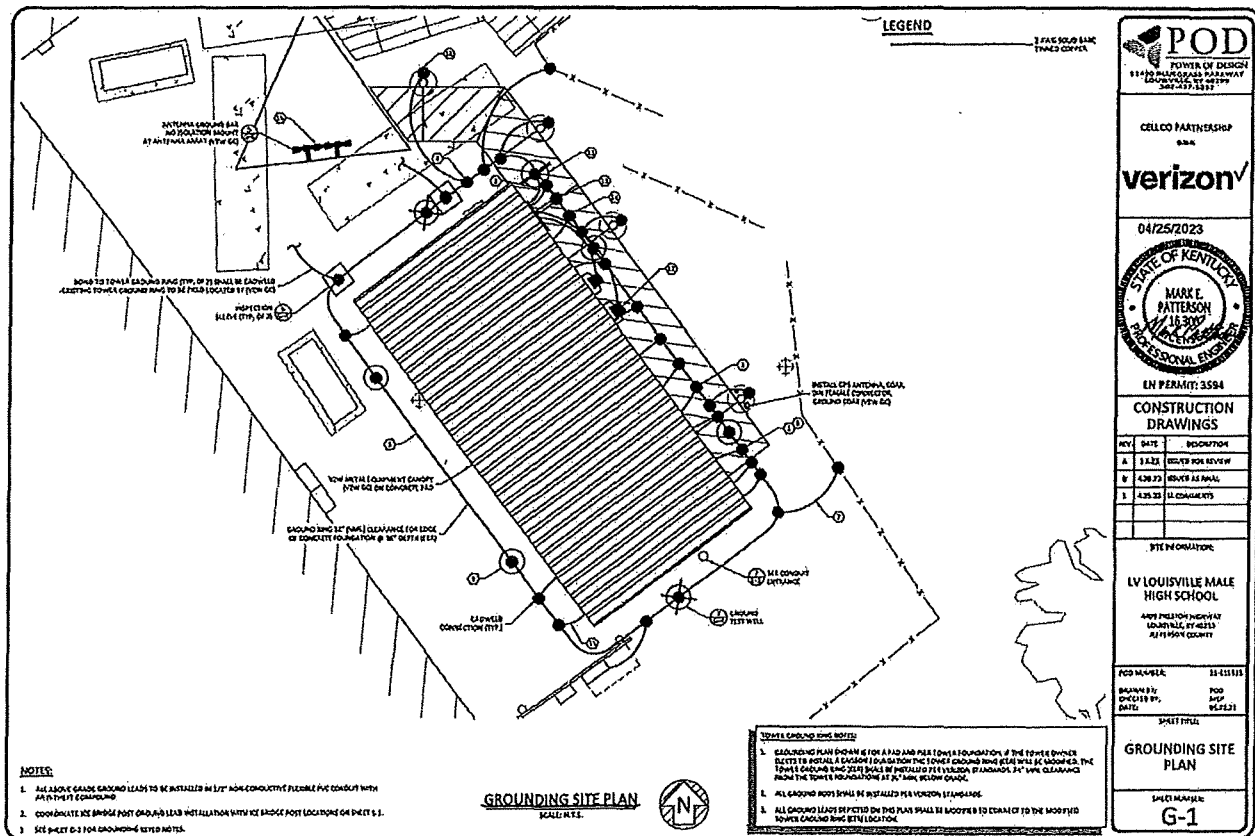
**LV LOUISVILLE MALE HIGH SCHOOL**  
4000 PRELTON HIGHWAY  
LOUISVILLE, KY 40243  
AT LBS00000000

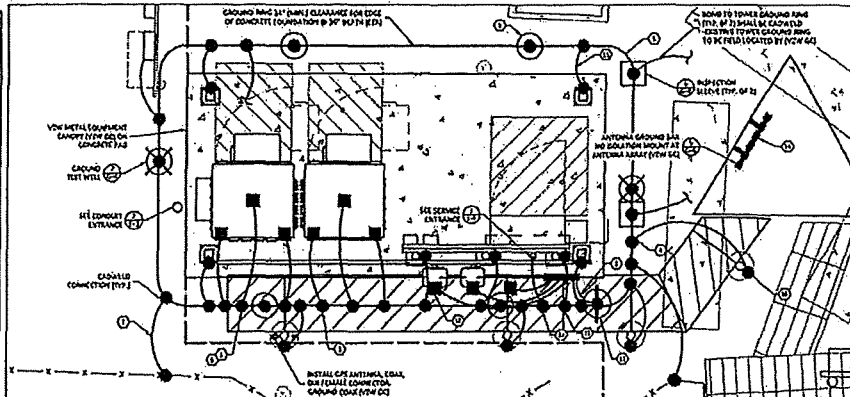
FOR PURCHASE: 21-111755  
DRAWN BY: POD  
CHECKED BY: KAP  
DATE: 05.03.23


SHEET TITLE:  
**OVP & ILC H-FRAME ELEVATIONS AND DETAILS**  
REFERENCE ONLY  
SHEET NUMBER:  
**E-5**







[illegible][illegible]



POWER OF DESIGN

15700 HUNTER HOLLOW LANE

LOUISVILLE, KY 40249


800.545.2425

CELLECO PARTNERSHIP

and

verizon

04/25/2023



EN PERMIT: 3594

CONSTRUCTION

DRAWINGS

| KEY | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 3.8.22  | ISSUED FOR REVIEW |
| B   | 4.26.23 | RECEIVED SET FROM |
| C   | 4.25.23 | FOR COMMENTS      |
|     |         |                   |
|     |         |                   |

OTHER INFORMATION

LV LOUISVILLE MALE

HIGH SCHOOL

6405 REEFER DRIVE

LOUISVILLE KY 40211

PROJECT OWNER

POD NUMBER: 31.51131

DATE: 04/25/23

POD

08.03.22

08.03.22

POD TOTAL

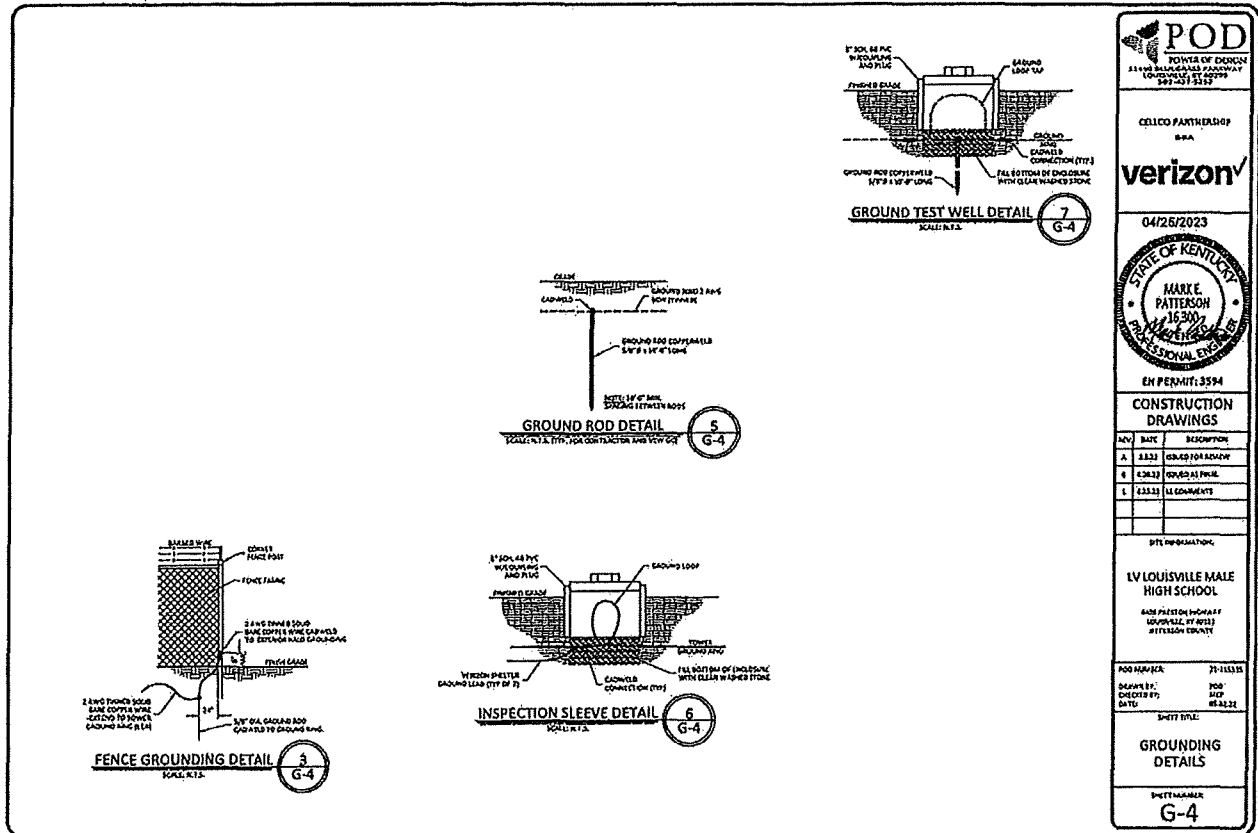
VERIZON WIRELESS

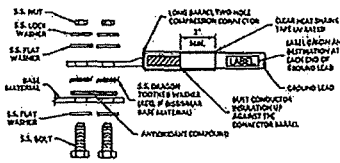
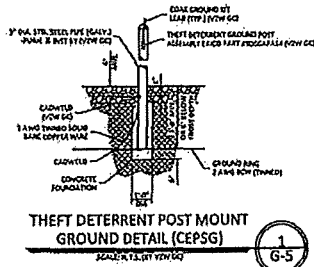
GROUNDING PLAN

AND NOTES

DRAWING NO:

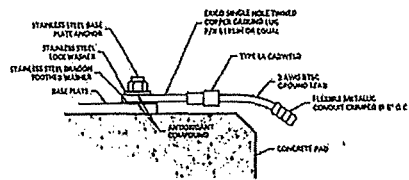
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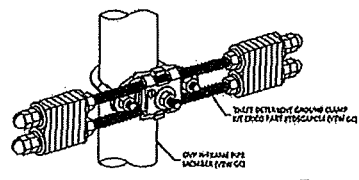
1. ALL HARDWARE SHALL BE 1/4\"/>

GROUND LUG INSTALLATION DETAIL  
SCALE: 1/4\"/>



1. ALL HARDWARE SHALL BE 1/4\"/>

GROUND LUG TO BASEPLATE INSTALLATION DETAIL  
SCALE: 1/4\"/>



OVP GROUND ASSEMBLY (OGA)  
SCALE: 1/4\"/>

11000 HARRISON ROAD  
LOUISVILLE, KY 40222  
904.734.2200

CELCO PARTNERSHIP

**verizon**

04/25/2023

STATE OF KENTUCKY  
MARK E. PATTERSON  
1/16/2023  
PROFESSIONAL ENGINEER

EN PERMIT: 5594

CONSTRUCTION DRAWINGS

| REV. | DATE    | DESCRIPTION       |
|------|---------|-------------------|
| A    | 3.14.23 | ISSUED FOR REVIEW |
| B    | 4.20.23 | ISSUED AS FINAL   |
| C    | 4.20.23 | 11 COMMENTS       |

SITE INFORMATION:

LV LOUISVILLE MALE HIGH SCHOOL

4400 JACKSON HIGHWAY  
LOUISVILLE, KY 40223  
4511000000000000

POD NUMBER: 71-111311

DATE: 04/25/23

DATE: 04/25/23

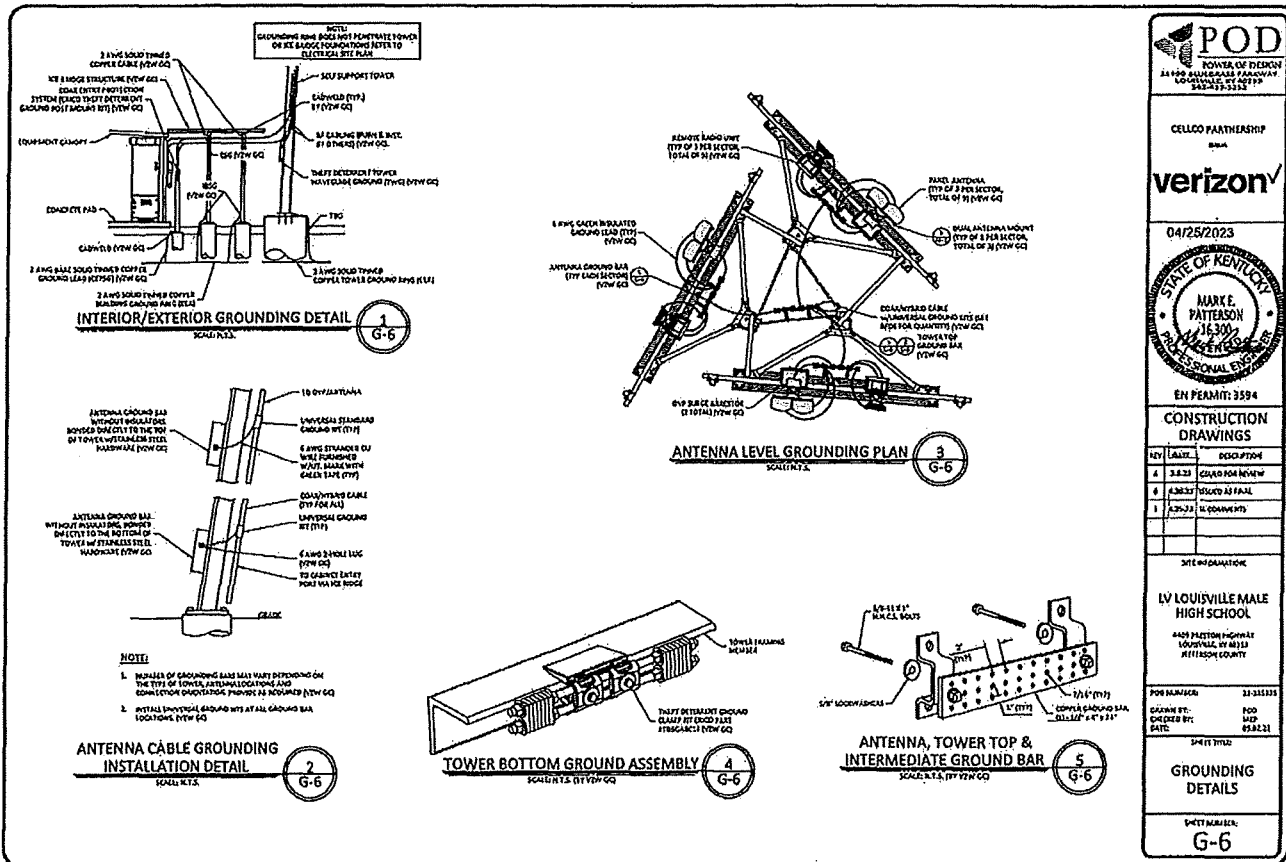
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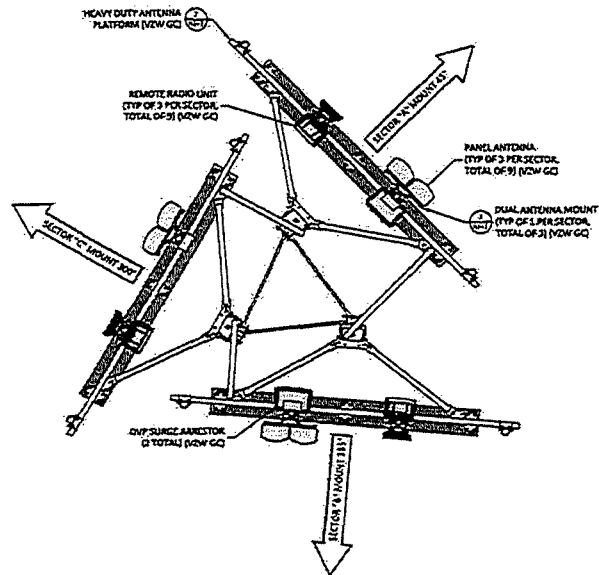
GROUNDING DETAILS

SHEET NUMBER:

G-5





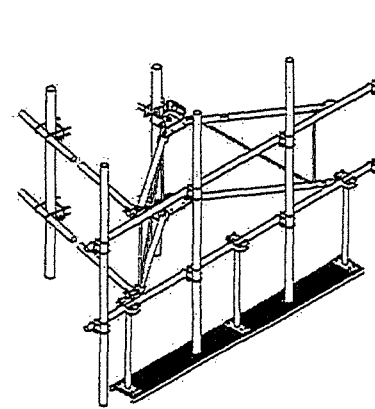


| ANTENNA PLAN LEGEND |                  |                 |         |                    |
|---------------------|------------------|-----------------|---------|--------------------|
| SECTOR              | ANTENNA POSITION | TECHNOLOGY      | AZIMUTH | ANTENNA RAD CENTER |
| ALPHA               | B                | C-BAND          | 45      | 37"                |
| ALPHA               | C                | LTE-700/RSQ/PCS | 45      | 37"                |
| ALPHA               | D                | LTE-700/RSQ/PCS | 45      | 37"                |
| BETA                | F                | C-BAND          | 185     | 37"                |
| BETA                | G                | LTE-700/RSQ/PCS | 185     | 37"                |
| BETA                | H                | LTE-700/RSQ/PCS | 185     | 37"                |
| GAMMA               | J                | C-BAND          | 300     | 37"                |
| GAMMA               | K                | LTE-700/RSQ/PCS | 300     | 37"                |
| GAMMA               | L                | LTE-700/RSQ/PCS | 300     | 37"                |

NOTE: ANTENNA RISES SHALL BE INSTALLED IN ACCORDANCE WITH THE VERIZON RISES FOR FINAL CONFIGURATION. SEE VERIZON CONSTRUCTION MANUAL.

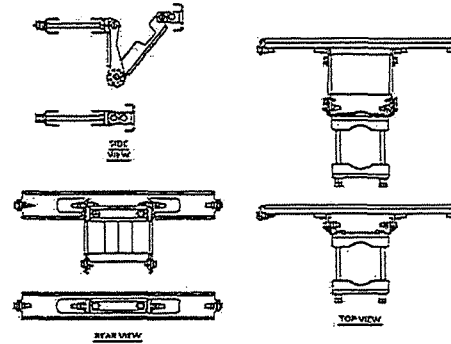
ANTENNA PLAN  
SCALE: N.T.S. (BY N2W GQ)

1  
RF-1



ANTENNA MOUNTING STRUCTURE DETAIL  
SCALE: N.T.S. (BY N2W GQ)

2  
RF-1



SIDE BY SIDE ANTENNA MOUNT DETAIL  
SCALE: N.T.S. (BY N2W GQ)

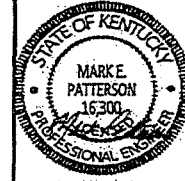
3  
RF-1



CELCO PARTNERSHIP  
D/B/A

verizon

04/25/2023



EN PERMIT: 3594

CONSTRUCTION  
DRAWINGS

| REV. | DATE    | DESCRIPTION       |
|------|---------|-------------------|
| A    | 3.8.23  | ISSUED FOR REVIEW |
| B    | 4.20.23 | ISSUED AS FINAL   |
| C    | 4.25.23 | UL COMMENTS       |

SITE INFORMATION:

LV. LOUISVILLE MALE  
HIGH SCHOOL

4402 PRESTON HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

POD NUMBER: 23-115335

DRAWN BY: POD  
CHECKED BY: MGP  
DATE: 05.02.23

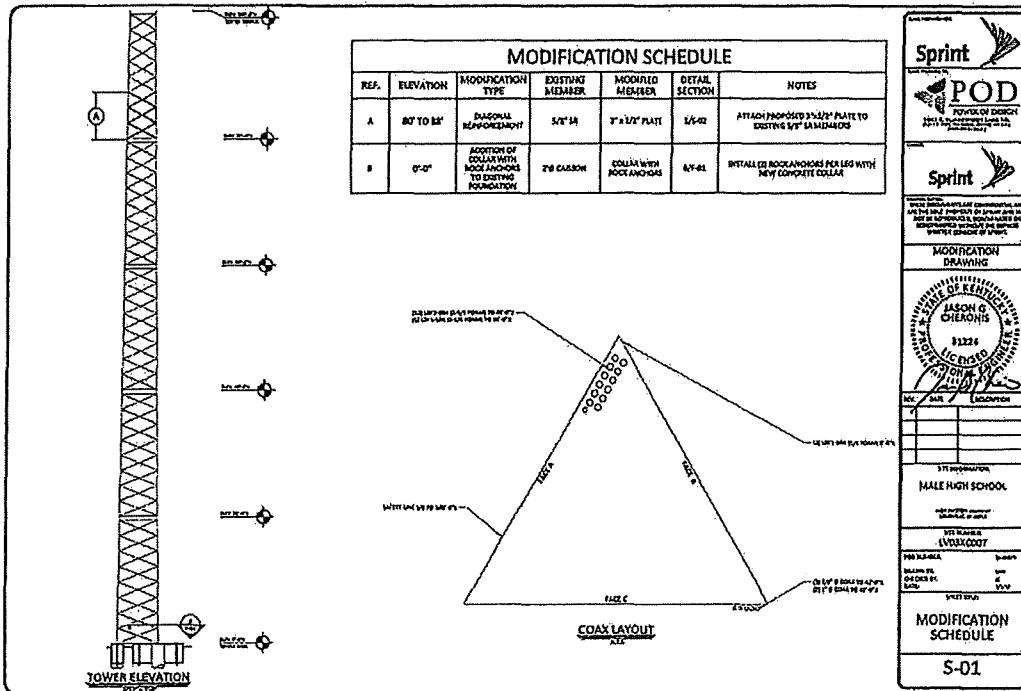
SHEET TITLE:

ANTENNA PLAN AND  
DETAILS

REFERENCE ONLY

SHEET NUMBER:

RF-1



TOWER ELEVATION  
SCALE: 1/8" = 1'-0"

**Sprint**

**POD**  
POWER OF DESIGN  
1100 N. MAIN STREET, SUITE 100  
LOUISVILLE, KY 40202  
502-582-1234

**Sprint**

**MODIFICATION DRAWING**

**PROFESSIONAL SEAL**  
JASON G. OBERG  
LICENSED PROFESSIONAL ENGINEER  
NO. 31226  
STATE OF KENTUCKY

**DATE** 10/1/11  
**BY** JGO  
**DESCRIPTION**

**SITE INFORMATION**  
MALE HIGH SCHOOL  
1100 N. MAIN STREET  
LOUISVILLE, KY 40202

**PROJ. NO.** 11000001  
**DESIGNED BY** JGO  
**CHECKED BY** JGO  
**DATE** 10/1/11

**MODIFICATION SCHEDULE**

**S-01**

**POD**  
POWER OF DESIGN  
1100 N. MAIN STREET, SUITE 100  
LOUISVILLE, KY 40202  
502-582-1234

**CELLCO PARTNERSHIP**  
d/b/a

**verizon**

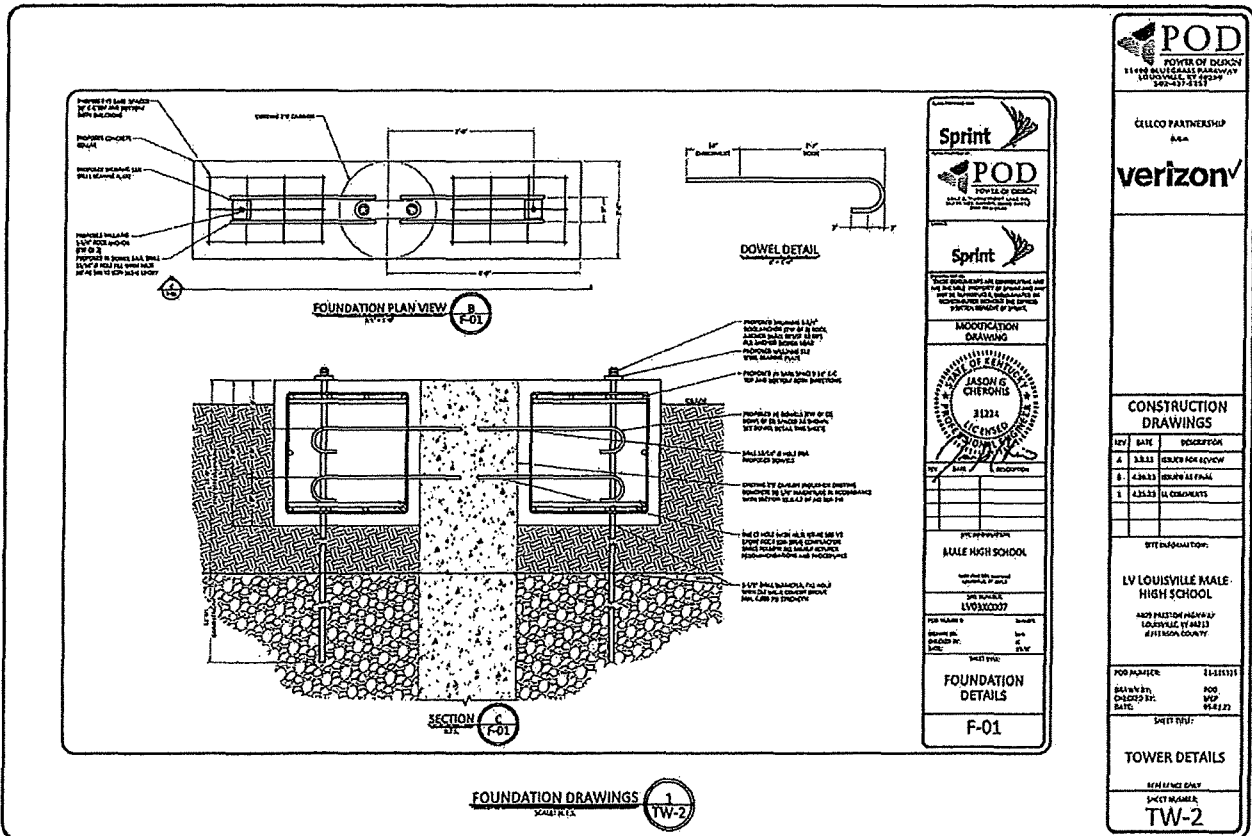
**CONSTRUCTION DRAWINGS**

| REV. | DATE    | DESCRIPTION       |
|------|---------|-------------------|
| A    | 3.8.12  | ISSUED FOR REVIEW |
| B    | 4.26.12 | ISSUED AS FINAL   |
| C    | 4.26.12 | FOR COMMENTS      |

**SITE INFORMATION:**  
LV LOUISVILLE MALE HIGH SCHOOL  
1100 N. MAIN STREET  
LOUISVILLE, KY 40202

**POD NUMBER:** 31-111371  
**DRAWING BY:** JGO  
**CHECKED BY:** JGO  
**DATE:** 10.1.11

**SHEET TITLE:**  
**TOWER DETAILS**  
**TW-1**



POWER OF DESIGN  
11000 MULTIPLE PASSPORT  
LOUISVILLE, KY 40244  
502-437-8334

CELCO PARTNERSHIP  
S.A.A.

**CONSTRUCTION DRAWINGS**

| REV | DATE    | DESCRIPTION       |
|-----|---------|-------------------|
| A   | 3.30.22 | DESIGN FOR REVIEW |
| B   | 4.26.22 | DESIGN AS FINAL   |
| C   | 4.25.22 | FOR CONSTRUCTION  |

**SITE INFORMATION:**

**LV LOUISVILLE MALE HIGH SCHOOL**

4000 PALMER HIGHWAY  
LOUISVILLE, KY 40213  
JEFFERSON COUNTY

**POD PROJECT:** 11011111

**DATE:** 04.22.22

**SHEET TITLE:**

**TOWER DETAILS**

**SCALE: 1/4" = 1'-0"**

**SHEET NUMBER:**

**TW-2**

## EXHIBIT B

### SPECIFICATIONS

All towers or structures used by Licensee will remain the property of JCPS and/or the Jefferson County School District Finance Corporation.

JCPS and Licensee will provide each other written notice of intention not to renew not less than 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 JCPS. Any strengthening of towers or structures to accommodate Licensee's equipment is the responsibility of Licensee. The license agreement shall cover two different license situations; a tower or structure which can be used with no structural modifications and a tower which can be used with modifications including strengthening or adding a center pole.

There shall be no exclusivity of licenses. JCPS reserves the right to lease or license space on towers or other structures to other organizations/companies as long as their equipment does not interfere with Licensee's equipment if such organizations/companies were not using the tower or structure as of the date of Licensee's license agreement or with JCPS's equipment. JCPS agrees that no FAA transponders or AM radio transmitting equipment will be located on a tower or structure.

JCPS will require Licensee to file a Site Designation Form stating the location and what modifications will be made to the tower or structure (if any). JCPS reserves the right to accept or reject on a per site basis.

Licensee agrees to provide all costs of utilities to its equipment on the tower or structure. Licensee agrees to perform periodic inspection and maintenance of the tower or structure. In the event there are multiple licensees using any one site, at JCPS's election 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 JCPS equipment on the tower or structure. Licensee agrees that there will be no interference with JCPS 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 JCPS from any liability for any injuries suffered by Licensee's maintenance personnel working on the tower or structure sites or for any injuries on JCPS properties.

Licensee agrees to pay the JCPS an initial fee and an annual license fee. The annual license fee shall be paid annually in advance.

Licensee will indemnify the JCPS from any and all legal action taken as a result of this agreement. Licensee will have property insurance, Commercial General liability insurance and Workers' Compensation Insurance. Proof of insurance shall be provided by Licensee.

1011126072

This Instrument prepared by and after recording return to:

Cellco Partnership d/b/a Verizon Wireless

c/o Coots Henke & Wheeler, P.C.

255 E. Carmel Drive

Carmel, IN 46032

Attn: Daniel E. Coots, Esq. \_\_\_\_\_

VzW Site Name: LV Louisville Male High School

VzW Site ID: 648166/ 5000368374

STATE OF KENTUCKY

COUNTY OF JEFFERSON

Prior Deed Reference: Special Warranty Deed, Deed Book 7472, Pages 643-754 (specifically page 714 regarding Louisville Male High School) in the Office of the Clerk of Jefferson County, Kentucky

#### **MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT**

This Memorandum of Communications Facility Space License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Board of Education of Jefferson County, Kentucky**, operating under the name Jefferson County Public Schools, with principal offices located at 3001 Crittenden Drive Louisville, Kentucky 40209, hereinafter designated LICENSOR, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mailstop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LICENSEE.

1. LICENSOR and LICENSEE entered into a certain Jefferson County Public School System Communications Facility Space License Agreement ("License") dated \_\_\_\_\_, 20\_\_\_\_. Such License has an initial term of five (5) years which shall be automatically extended for four (4) additional five (5) year terms, unless either LICENSOR and/or LICENSEE terminates the License in accordance with the terms thereof.

2. In consideration of the fees set forth in the License, LICENSOR has licensed to LICENSEE upon that certain real estate located approximately at approximately 4409 R. Preston Highway, Louisville, Kentucky 40213 (Jefferson County), with a legal description attached as Exhibit A ("Property") the following: (i) tower space upon LICENSOR's telecommunications facility at the 87' centerline level for LICENSEE's tower mounted equipment; (ii) certain ground space area consisting of approximately 10'0" x 15'0" for the construction and maintenance of LICENSEE's telecommunications equipment cabinets and other related ground equipment; and (iii) non-exclusive easement rights for ingress and egress, access, and

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

a fiber utility easement as depicted in the attached Exhibit B.

3. The term of the License shall commence on the earlier to occur of (i) September 1, 2023 or (ii) the date LICENSEE completes the installation of its equipment upon the Property (the "Commencement Date"). A copy of the License is on file in the office of the LICENSOR and LICENSEE.

4. The terms, covenants and provisions of the License of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

5. The purpose of this Memorandum is to give record notice of the License and of the rights created thereby, all of which are hereby confirmed. In the event of a conflict between the terms of this Memorandum and the terms of the License, the terms of the License shall prevail.

[the remainder of this page is intentionally left blank]



MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on June 6, 20 03.

LICENSEE:

CELLCO PARTNERSHIP  
d/b/a Verizon Wireless

By: \_\_\_\_\_

Printed: Harold W. Navarro  
Title: Senior Director Network Field Engineering

Address: One Verizon Way, Mailstop 4AW100  
Basking Ridge, NJ 07920

Date: June 6, 2003

LICENSEE NOTARY BLOCK:

STATE OF Michigan COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 06 day of June, 20 03, by Harold W. Navarro, Executive Director Network Field Engineering (Title) of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, on behalf of the general partnership.

NOTARIAL SEAL

My commission expires: 5/10/2007

Barbara Madigan Evans  
(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF Michigan

Barbara Madigan Evans  
(NAME OF NOTARY)

COMMISSION NUMBER: \_\_\_\_\_

BARBARA MADIGAN EVANS  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 05-10-2007  
Acting in the County of \_\_\_\_\_

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

**LICENSOR:**

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

By: \_\_\_\_\_  
Dr. Martin A. Pollio, Ed.D.  
Title: Superintendent

Date: \_\_\_\_\_, 20\_\_\_\_

**LICENSOR NOTARY BLOCK:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Dr. Martin A. Pollio, ED.D., the Superintendent of the Board of Education of Jefferson County,  
Kentucky, on behalf of the Board of Education

NOTARIAL SEAL

\_\_\_\_\_  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
(NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

**EXHIBIT A  
Legal Description**

[see pages attached hereto]

TRACT 1: BEGINNING in the center line of Carroll Avenue as established by Deed dated January 31, 1929, of record in Deed Book 1381, Page 86, in the Office of the Clerk of Jefferson County, Kentucky, and as shown on plat of Camp Zachary Taylor, Main Camp Unit, and made part of Deed from United States of America to National Bank of Kentucky, as Trustee, recorded in Deed Book 974, Page 1, in the Office aforesaid, at its intersection with the Southeasterly line of the tract conveyed to R. H. Durrett, et al, by Deed dated January 31, 1929, of record in Deed Book 1381, Page 86, in the Office aforesaid; thence with the center line of Carroll Avenue, North 37° 36' West 653.69 feet to a corner of same; thence with the Northwesterly line of said last mentioned tract, South 52° 28' West 1504 feet, more or less, to the Northeasterly line of Preston Street Road; thence Southeastwardly with the Northeasterly line of Preston Street Road, 454 feet, more or less, to a point, said point being an extension of the Northwesterly line of the tract conveyed to Sallie Durrett Farmer, by Deed dated July 29, 1953, of record in Deed Book 3047, Page 402, in the Office aforesaid; thence North 52° 28' East and with the Northwesterly line of said tract 455 feet, more or less, to a corner of same; thence with another line of said tract, South 37° 32' East 199.64 feet to the Southeasterly line of the tract conveyed to R. H. Durrett, et al, by Deed aforesaid; thence with the Southeasterly line of said tract, North 52° 28' East 1077 feet, more or less, to the point of beginning.

PROVIDED HOWEVER, Lydian Durrett reserves the right to use the 40 foot strip of land hereinafter described for the purpose of ingress and egress, not exclusively, but together with the Board of Education of Jefferson County, Kentucky, said easement being described as follows:

BEGINNING at the Northeast corner of the tract of land hereinabove described; thence Southwardly with the center line of Carroll Avenue, 40 feet and extending back Southwestwardly between lines parallel with the Northwesterly line of said tract 280 feet, and being the same property conveyed by Lydian Durrett to the Board of Education of Jefferson County, Kentucky, by Deed dated December 10, 1953, of record in Deed Book 3100, Page 47, in the Office aforesaid.

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

PROVIDED FURTHER, the aforesaid property is subject to a Contract entered into between the Board of Education of Jefferson County, Kentucky, and Lydian Durrett, dated December 10, 1953, and recorded in Deed Book 3100, Page 45, in the Office aforesaid, reciting that for a valuable consideration paid, the Board of Education of Jefferson County, Kentucky agrees to give Lydian Durrett full, complete and rent-free possession during his life, of the following described real estate:

BEGINNING in the center line of Carroll Avenue as established by Deed dated January 31, 1929, of record in Deed Book 1381, Page 86, in the Office aforesaid, at a point 40 feet Southeast from the intersection of said Carroll Avenue with the Northwesterly line of the tract conveyed to R. H. Durrett, et al, by Deed dated January 31, 1929, of record in Deed Book 1381, Page 86, in the Office aforesaid; thence South 52° 28' West 520 feet to a point; thence South 37° 36' East 490 feet to a point; thence North 52° 28' East 520 feet, more or less, to the center line of Carroll Avenue; thence Northwesterly with the center line of Carroll Avenue, 490 feet, more or less, to the point of beginning.

TRACT 2: BEGINNING at a point in the Northeast line of Louisville & Interurban Railroad Company (Okolona Division) right of way, at the Northwest corner of the tract conveyed to Louis J. Schaaf, by Deed dated February 9, 1932, of record in Deed Book 1495, Page 409, in the Office of the Clerk of Jefferson County, Kentucky; running thence North 34° 07' West with the Northeast line of right of way, 200 feet to a pipe; thence North 52° 28' East 425.08 feet to a pipe; thence South 37° 32' East 199.64 feet to a pipe; thence South 52° 28' West 437 feet to the point of beginning.

TRACT 3: BEGINNING in the Southeasterly line of Ludlow Lane as established by Deed dated January 31, 1929, of record in Deed Book 1381, Page 181, in the Office of the Clerk of Jefferson County, Kentucky; at its intersection with the Northeasterly line of the tract conveyed to Sallie Durrett Thompson, by Deed dated January 31, 1929, of record in Deed Book 1381, Page 181 in the Office aforesaid; thence with the Southeasterly line of Ludlow Lane, as established by Deed aforesaid, North 58° 33' East 382.22 feet, more or less, to the center line of Carroll Avenue, as established by Deed dated January 31, 1929, of record in Deed Book 1381, Page 86, in the Office aforesaid; thence with the center line of said avenue, North 37° 36' West 608.65 feet, more or less,

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

to the Southeasterly line of the tract conveyed to R. H. Durrett, et al, by Deed dated January 31, 1929, of record in Deed Book 1381, Page 86, in the Office aforesaid; thence with the Southeasterly line of said tract, Solidi  $52^{\circ} 28'$  West 400 feet, more or less, to the Northeasterly corner of the tract conveyed to Sallie Durrett Thompson, by Deed aforesaid; thence with the Northeasterly line of said last mentioned tract, South  $37^{\circ} 36'$  East 568.29 feet to the beginning.

TRACT 4: BEGINNING in the Southwest line of Ludlow Lane, 40 feet wide, at a point North  $58^{\circ} 33'$  East 890.6 feet from the Northeast line of the right of way of the Louisville & Interurban Railroad, said point being a corner of the tract conveyed to R. T. Durrett, by Deed dated December 29, 1928, of record in Deed Book 1372, Page 133, in the Office of the Clerk of Jefferson County, Kentucky; running thence with the Southwest line of Ludlow Lane, North  $58^{\circ} 33'$  East 241.14 feet; thence North  $37^{\circ} 36'$  West 568.29 feet to a line of the tract conveyed to R. H. Durrett, et al, by Deed dated January 31, 1929, recorded in Deed Book 1381, Page 86, in the Office aforesaid; thence with a line of said tract, South  $52^{\circ} 28'$  West 240 feet to another corner of said tract conveyed to R. T. Durrett, by Deed dated December 19, 1928, of record in Deed Book 1372, Page 133, in the Office aforesaid; thence with the Northeast line of same, South  $37^{\circ} 36'$  East 542.80 feet to the beginning.

TRACT 5: BEGINNING in the Southern line of the tract of 100 acres conveyed to Sallie Phillips Durrett, by Deed dated December 15, 1866; recorded in Deed Book 130, Page 381, in the Office of the Clerk of Jefferson County, Kentucky; at a point therein 30 feet on a course North  $58^{\circ} 33'$  East from the Eastern side of the Preston Street Road, said beginning point being also at the intersection of the Southern line of said 100 acre tract with the Easterly line of easement or right of way granted to the Louisville Railway Company, by Deed from Sallie P. Durrett, dated September 8, 1903, and recorded in Deed Book 597, Page 278, in the Office aforesaid; running thence with the Easterly line of said right of way, North  $38^{\circ} 29'$  West 448.43 feet; thence North  $52^{\circ} 28'$  East 894.12 feet; thence South  $37^{\circ} 36'$  East 542.80 feet to the Southerly line of said 100 acre tract; being also the Northerly line of Evergreen Cemetery; thence with the division line between said 100 acre tract, and said Evergreen Cemetery, South  $58^{\circ} 33'$  West 890.6 feet to the beginning.

EXCEPTING THEREFROM so much of the above described Tracts 3, 4 and 5, as was conveyed

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

to Evergreen Cemetery Company, Inc., in Deed dated July 18, 1960, of record in Deed Book 3646, Page 284, in the Office aforesaid.

THERE IS FURTHER EXCEPTED from the above described Tracts 3, 4 and 5, so much of said land as lies in the lane 40 feet wide called Ludlow Lane, the Southern line of which extends along the Southern line of said 100 acre tract and binds along the entire South line of the above described property, and extends to the Easterly side of Preston Street Road.

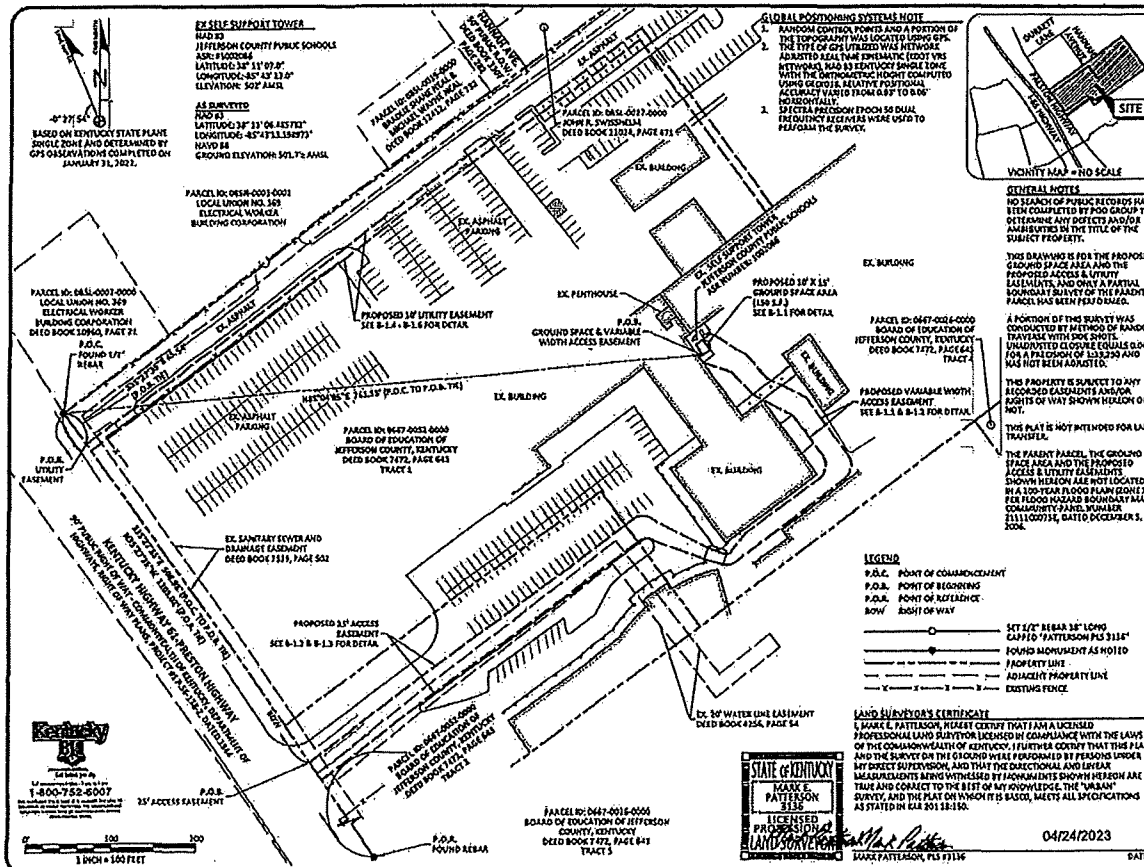
TOGETHER WITH the right to use in common with others, the said Ludlow Lane.

Being a part of the same property acquired by Jefferson County School District Finance Corporation, a Kentucky nonprofit corporation, by Special Warranty Deed dated June 30, 2000, of record in Deed Book 7472, Page 643, in the Office of the Clerk of Jefferson County, Kentucky.

**MEMORANDUM OF COMMUNICATIONS FACILITY SPACE LICENSE AGREEMENT  
CONTINUED**

**EXHIBIT B**  
**Non-exclusive Ingress/Egress, Access, Fiber Utility Easements**

[see 2 pages attached hereto]



PREPARED FOR:

**CELLCO  
PARTNERSHIP**  
DYNAL

| REVIEWS |         |                   |
|---------|---------|-------------------|
| REV     | DATE    | DESCRIPTION       |
| A       | 2.15.21 | PRELIMINARY ISSUE |
| E       | 2.7.23  | UNITY EASEMENT    |
| 0       | 2.16.23 | ISSUED AS FINAL   |
| 1       | 4.2.23  | CUDNY COMMENTS    |
|         |         |                   |
|         |         |                   |
|         |         |                   |

SITE INFORMATION:  
 LV LOUISVILLE MALE  
 HIGH SCHOOL

**SITE INFORMATION:**  
**LV LOUISVILLE MALE  
HIGH SCHOOL**  
4409 PRILETON HIGHWAY  
LOUISVILLE, KY, 40213  
JEFFERSON COUNTY  
TAX PARCEL NUMBER:  
0467-0052-0000  
PROPERTY OWNED BY:  
BOARD OF EDUCATION OF  
JEFFERSON COUNTY, KENTUCKY  
2302 NEWMAIR ROAD  
LOUISVILLE, KY 40218  
SOURCE OF TITLE:  
DEED BOOK 9472, PAGE 643  
331-471-1807

|              |           |
|--------------|-----------|
| POD NUM/REV: | 21-113331 |
| DRAWN BY:    | AMA/ATW   |
| CHECKED BY:  | ALLP      |
| SURVEY DATE: | 1.31.21   |
| PLAT DATE:   | 2.15.22   |

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

SHEET NUMBER: 19 of 201  
B-1

\_\_\_\_\_

04/24/2023

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