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December 27, 2017

Bourbon County Joint Planning Commission
Attn: Andrea Pompei Lacy
525 High Street
Paris, KY 40361

RE: GRW Technical Memorandum Response
Applicant: New Cingular Wireless, PCS, LLC, a Delaware limited liability
company, d/b/a AT&T Mobility
Location: Roseberry Road, Carlisle, KY 40311
Site Name: Cane Ridge

Dear Ms. Pompei Lacy:

Thank you for providing GRW, Inc.'s comments regarding the above-referenced wireless communications facility proposal, including GRW's finding that the pending application is in compliance with KRS 100.9865 and KRS 100.987. As set forth below, this correspondence provides further information in response to specific inquiries received from GRW, Inc. at the Bourbon County Joint Planning Commission's Technical Review Committee meeting held on October 23, 2017.

Inquiry 1: *Can a map be provided showing the location of the cell tower in relation to the historic district? The site selection report states that "the tower is well removed from historic properties in the search area", but does not give the exact distance.*

Response: We have attached an aerial photograph with an overlay of the historic district as **Exhibit A**. The Zoning Drawings included as part of the application lists a distance of 1,052 feet (depicted as the distance to property Line "C" on sheet C-1). The Zoning Drawings are attached to this response as **Exhibit B**.

Inquiry 2: *The maximum allowable height of a proposed cell tower, according to the local cell tower ordinance, is 200'. We would like to hear more justification for why Cingular Wireless is proposed a 270' tower. Can a map be provided that would show the differences in coverage for a 200' tower as opposed to the proposed 270' tower?*

Response: Applicant has amended the proposed tower height from 270' to 199' (195' tower with 4' lightning arrestor) in accordance with local regulations regarding tower height. Revised exhibits were submitted to the Bourbon County Joint Planning Commission on December 18, 2017.

Inquiry 3: *Has the applicant been in contact with the FAA since they are proposing a tower greater than 200'? If so, what were their comments?*

Response: As stated in the Response to Inquiry 2 above, the Applicant has amended the proposed tower height to be lower than 200'. We have attached aerospace documentation as **Exhibit C** documenting that "Notice to the FAA is not required at the analyzed location . . ."

Inquiry 4: *Confirm that the site lease agreement does not prohibit the possibility of co-location.*

Response: We have included the redacted Option and Lease Agreement for the site as **Exhibit D**. The Agreement does not prohibit the possibility of co-location.

Inquiry 5: *Confirm the finish or color of the cell tower structure.*

Response: The tower's designer, Sabre Industries, has confirmed that the tower will have a galvanized steel finish.

Inquiry 6: *Any accessory structure to the cell tower must be submitted for review by the State. Please confirm that the walk in equipment cabinet has been, or will be, submitted for State review. The cell tower structure itself can be reviewed by the local building inspector's office.*

Response: The accessory structure to the cell tower is a UL rated electrical equipment enclosure and does not require state inspection per Gary Feck with the Department of Housing, Buildings and Construction. Please see the confirmation email and Certificate of Compliance attached as **Exhibit E** and **Exhibit F**, respectively.

Inquiry 7: *Would a development plan need to be submitted that highlights the leased area where the proposed tower will be located?*

Response: As required by KRS § 100.9865, we have submitted detailed drawings as part of our zoning application depicting the leased area where the tower will be located. The Zoning Drawings are attached to this response as **Exhibit B**.

Inquiry 8: *Have any adjacent property owners contacted the planning commission concerning the proposed cell tower?*

Response: To the best of our knowledge, Joann Barker is the only property owner that has inquired about the proposed site. Ms. Barker owns property at 1235 Roseberry Road (Parcel#065-00-00-007.00).

Thank you and please let me know if you need anything further in regards to this matter. Please file this correspondence in the case record for the subject Uniform Application.

Sincerely,

A handwritten signature in black ink that reads "David A. Pike". The signature is written in a cursive style with a large, stylized initial 'D'.

David A. Pike

Attorney for Applicant

Exhibit A



Little Rock Jackson Rd

Cane Ridge

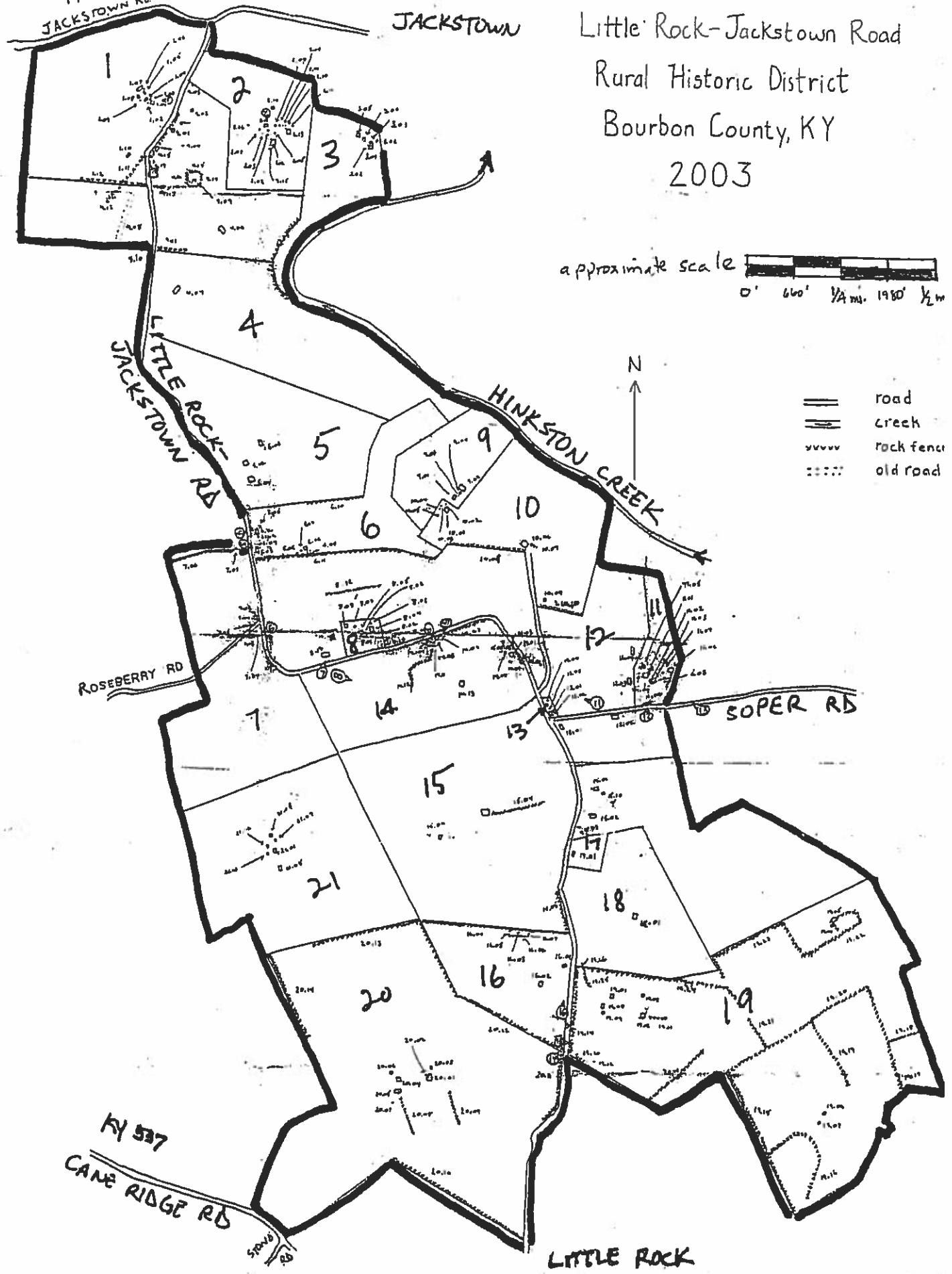
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2-Rd

PARIS - JACKSTOWN RD

JACKSTOWN

Little Rock-Jackstown Road
Rural Historic District
Bourbon County, KY
2003



approximate scale 0' 660' 1/4 mi. 1980' 1/2 mi

- == road
- === creek
- vvvvv rock fence
- old road

ROSEBERRY RD

HINKSTON CREEK

SOPER RD

KY 537
CANE RIDGE RD

LITTLE ROCK

Exhibit B

Exhibit C

* Federal Airways & Airspace *
* Summary Report: New Construction *
* Antenna Structure *

Airspace User: David Duncan

File: CANE-RIDGE

Location: North Middle, KY

Latitude: 38°-12'-58.8" Longitude: 84°-04'-18.2"

SITE ELEVATION AMSL.....903 ft.
STRUCTURE HEIGHT.....199 ft.
OVERALL HEIGHT AMSL.....1102 ft.
SURVEY HEIGHT AMSL.....1102 ft.

NOTICE CRITERIA

- FAR 77.9(a): NNR (DNE 200 ft AGL)
- FAR 77.9(b): NNR (DNE Notice Slope)
- FAR 77.9(c): NNR (Not a Traverse Way)
- FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for IOB
- FAR 77.9: NNR (No Expected TERPS® impact 018)
- FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR procedure)
For new construction review Air Navigation Facilities at bottom
of this report.

Notice to the FAA is not required at the analyzed location and height for
slope, height or Straight-In procedures. Please review the 'Air Navigation'
section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

- FAR 77.17(a)(1): DNE 499 ft AGL
- FAR 77.17(a)(2): DNE - Airport Surface
- FAR 77.19(a): DNE - Horizontal Surface
- FAR 77.19(b): DNE - Conical Surface
- FAR 77.19(c): DNE - Primary Surface
- FAR 77.19(d): DNE - Approach Surface
- FAR 77.19(e): DNE - Approach Transitional Surface
- FAR 77.19(e): DNE - Abeam Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: IOB: MOUNT STERLING-MONTGOMERY CO

- Type: A RD: 61899.48 RE: 983.6
- FAR 77.17(a)(1): DNE
- FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Primary Surface: DNE
- VFR Approach Surface: DNE
- VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: 018: CYNTHIANA-HARRISON COUNTY

- Type: A RD: 79929.1 RE: 720
- FAR 77.17(a)(1): DNE
- FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.

VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
 FAR 77.17(a) (3) Departure Surface Criteria (40:1)
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
 FAR 77.17(a) (4) MOCA Altitude Enroute Criteria
 The Maximum Height Permitted is 1800 ft AMSL

PRIVATE LANDING FACILITIES
 No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

FAC IDNT	TYPE	ST AT	FREQ	VECTOR	DIST (ft)	DELTA ELEVA	ST	LOCATION	GRND ANGLE	APCH BEAR
IOB	NDB	I	21	155.56	62571	+118	KY	MOUNT STERLING	.11	
HYK	VOR/DME	I	112.6	231.59	146947	+67	KY	LEXINGTON	.03	
LEX	RADAR	ON	2750.	246.04	167879	+42	KY	BLUE GRASS	.01	
FLM	VOR/DME	I	117.0	336.62	171923	+293	KY	FALMOUTH	.10	

CFR Title 47, §1.30000-§1.30004
 AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.
 Movement Method Proof as specified in §73.151(c) is not required.
 Please review 'AM Station Report' for details.

Nearest AM Station: WYGH @ 15617 meters.

Airspace® Summary Version 17.9.479

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11-14-2017
 09:08:29

Exhibit D

Market: Lexington
Cell Site Number: KYL05247
Cell Site Name: Cane Ridge
Fixed Asset Number: 13800680

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by James Thomas Robinson and L. Gayle Robinson, a married couple, having a mailing address of 400 Roseberry Road, Carlisle, KY 40311 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit I, together with all rights and privileges arising in connection therewith, located at Roseberry Road, Carlisle, in the County of Bourbon, State of Kentucky (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached Exhibit I (the "Premises"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property. Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within forty five (45) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

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

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

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

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "Term").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance [REDACTED] (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

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

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

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

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

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

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

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

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

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to [REDACTED] per occurrence and [REDACTED] general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

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

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

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

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

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

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

10. **WARRANTIES.**

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

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

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

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the

Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [REDACTED] in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

14. **MAINTENANCE/UTILITIES.**

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

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. **DEFAULT AND RIGHT TO CURE.**

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

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: KYL05247; Cell Site Name: Cane Ridge (KY)
Fixed Asset No.: 13800680
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: KYL05247; Cell Site Name: Cane Ridge (KY)
Fixed Asset No.: 13800680
208 S. Akard Street
Dallas, TX 75202-4206

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

If to Landlord: James and Gayle Robinson
400 Roseberry Road
Carlisle, KY 40311

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord

determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: KYL05247; Cell Site Name: Cane Ridge (KY)
Fixed Asset No: 13800680
575 Morosgo Drive NE
Atlanta, GA 30324

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

22. SALE OF PROPERTY

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

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

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

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"). Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably

withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

James Thomas Robinson

By: James Thomas Robinson
Print Name: James Thomas Robinson
Its: Owner
Date: 11-15-2016

L. Gayle Robinson

By: L. Gayle Robinson
Print Name: L. Gayle Robinson
Its: Owner
Date: 11-15-2016

LANDLORD ACKNOWLEDGMENT

STATE OF Kentucky)
COUNTY OF Bourbon) ss:

On the 15th day of November, 2016 before me, personally appeared James Thomas Robinson and L. Gayle Robinson, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Judy J. Amey
Notary Public: State of KY
My Commission Expires: April 15, 2020

"TENANT"

New Cingular Wireless PCS, LLC.
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Bryan Coleman

Its: Area Manager Network Engineering
Gulf States/TNKY Site Acquisition

Date: 6/20/2017

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA

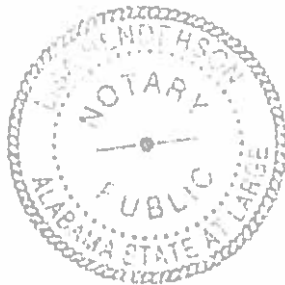
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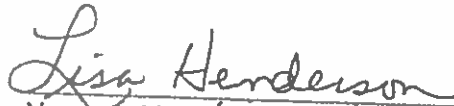
) ss:

COUNTY OF JEFFERSON

)

On the 20th day of June, 2017, before me personally appeared Bryan Coleman and acknowledged under oath that he is the Area Manager Network Engineering – Gulf States/TNKY Site Acquisition of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.





Notary Public: Lisa Henderson

My Commission Expires: 7/9/2018

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Option and Lease Agreement dated June 20, 201⁷, by and between James Thomas Robinson and L. Gayle Robinson, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows: DB 192, PG 249

Beginning in the center of the Roseberry Road and corner to Clark McClain's land; thence leaving said road with the line of McClain S 50° 15 minutes E 553 feet; thence N 60° E 71 feet to a post; thence S 19° 15 minutes E 561 feet, a corner to Powers; thence with same S 24° 45 minutes E 604 feet to a post; thence S 50° 45 minutes W 922 feet to a post; thence with the line of Rawlings S 38° 15 minutes E 197 feet to a post; thence S 5° E 507 feet to a post; thence with Hopkins' line N 64° 12 minutes E 2421 feet to a post; thence with Bryan's line N 12° 45 minutes W and passing Bryan's line at 1765 feet and continuing on with Hopkins' line in all 2785 feet to a post, corner to Scott; thence with Scott's line and Morrison's line S 75° W 1230 feet to the center of the Roseberry Road; thence with the center of same S 28° 30 minutes W 427 feet, S 34° W 70 feet, S 41° 50 minutes W 329 feet, S 44° 30 minutes W 150 feet, S 29° W 183 feet, and S 27° W 97 feet to the beginning, containing 134.06 acres of land; and being the same property which was conveyed to W. F. Cain by William T. Buckner, and others, by deed of date March 22, 1902, and of record in the Office of the Clerk of the Bourbon County Court in Deed Book 85, Page 397, (with the exception of the 1.947 acre portion thereof which was conveyed by W. F. Cain and Mollie Cain, his wife, to Edsell Clark by deed of date March 14, 1925, and of record in said Clerk's Office in Deed Book 112, Page 44), and the same property which was conveyed to William P. Cain (being one and the same person as W. F. Cain) by Jennie Thompson, a widow, by deed of date March 19, 1902, and of record in said Clerk's Office in Deed Book 99, Page 584,. The said W. F. Cain thereafter died, testate, on the 28th day of January, 1939, and by the terms of his Will which is recorded in the aforesaid Clerk's Office in Will Book "W", Page 257, he bequeathed and devised to his wife, Mollie Cain.

"that interest which the Laws of the State of Kentucky allows to her", and bequeathed and devised the residue of his estate equally to his sister, Nell Cain, his nephew, Noel Cain, and his nephew, Paul Cain, party of the second part herein, with the further provision that the one-third of his estate which he bequeathed and devised to his said sister, Nell Cain, was to be hers for as long as she lived and upon her death was to belong equally to his two said nephews, Noel Cain and Paul Cain, in the event that they survived the said Nell Cain. By an instrument filed in the aforesaid Clerk's Office on October 16, 1939, and recorded in Deed Book 120, Page 436, the said Mollie Cain renounced the Will of her husband, W. F. Cain, and elected to take her dower interest in his estate, but as set forth on Page 391 of the Affidavit and Affidavit of Descent which is recorded in said Clerk's Office in Deed Book 136, the said Mollie Cain thereafter died on the 17th day of April, 1948, and her dower interest in and to the above described real property thereupon ceased to exist, and the said Nell Cain thereafter died on the 18th day of March, 1958, survived by both the said Noel Cain and the said Paul Cain, who thereupon became the sole owners of the above described real property in fee simple under and by virtue of the terms and provisions of the Will of the said W. F. Cain. The said Noel Cain (who was one and the same person as W. N. Cain and William Noel Cain) thereafter died, testate, a resident of Lexington, Fayette County, Kentucky, and by the terms of his will which is recorded in the Office of the Clerk of the Fayette County Court in Will Book 38, Page 86, and a copy of which is recorded in the Office of the Clerk of the Bourbon County Court in Will Book "Y", Page 94, bequeathed and devised all of his estate, including his interest in the above described real property, to party of the first part herein, Sally G. Cain (who is one and the same person as Sally Gosser Cain), the said Sally Gosser Cain thereafter conveyed her one-half interest in and to said real estate to first party herein by deed dated April 27, 1968, of record in Deed Book 153, Page 477, in the Office of the Bourbon County Court Clerk.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

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

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

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

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.


Landlord Signature

Exhibit E

Roy Johnson

From: Feck, Gary (PPC)
Sent: Tuesday, May 16, 2017 10:09 AM
To: rjohnson@johnsonpm.com
Subject: RE: AT&T cabinets - Please confirm

Roy,
After evaluating the drawings it appears that the electrical systems are surfaced mounted and the units are no different than an electrical equipment enclosure or electrical panel. Based upon our statutory definition for Kentucky Industrialized Building Systems (KIBS), it is my opinion these units do not need to be submitted through our KIBS program.

If you have any questions, please don't hesitate to contact me.

Respectfully,

Gary Feck,
Staff Assistant
Dept of Housing, Buildings and Construction
101 Sea Hero Road, Suite 100
Frankfort, KY 40601-5405
(p) (502) 573-0365
Gary.Feck@ky.gov

From: Carlin, Kevin M (PPC)
Sent: Monday, May 15, 2017 5:02 PM
To: Feck, Gary (PPC) <Gary.Feck@ky.gov>
Subject: FW: AT&T cabinets - Please confirm

Gary,

This is your call, but I think I would consider these KIBS Units, even with their limited size and foundation system.

Kevin

From: Roy Johnson [<mailto:rjohnson@johnsonpm.com>]
Sent: Monday, May 15, 2017 2:29 PM
To: Carlin, Kevin M (PPC) <Kevin.Carlin@ky.gov>
Cc: Michelle Ward <MW5682@att.com>; FORD, JEREMY <jf4692@att.com>; Don Murdock <Don.Murdock@mastec.com>; Marie Glasgow <Marie.Glasgow@mastec.com>; Tasia Knox <Tasia.Knox@mastec.com>
Subject: AT&T cabinets - Please confirm

Kevin,
AT&T is planning on using a rather large prefabricated cabinet on several of their new cell sites. The cabinet will come from the manufacturer fully constructed with AT&T's cellular electronics already installed inside. The cabinet is 6'8" W x 6'8" W x 8'10" L x 9'5" H and is are mounted on a steel plinth with helical anchors. No concrete is used. I attached some drawings of the cabinet and the anchor system. The manufacture confirmed that this cabinet is classified as an Electrical Equipment in Industrial Enclosure (NEMA 3R) and provided the attached UL certificate.

AT&T asked that I check with you to confirm that a KIBs permit would not be required for this cabinet.

Roy Johnson
Johnson Project Management

3605 Mattingly Road
Buckner, KY 40010
Mobile: (502) 445-2475

Exhibit F



Certificate of Compliance

Certificate: 70096774

Master Contract: 268244

Project: 70096774

Date Issued: 2016-10-10

Issued to: Emerson Network Power,
Energy Systems, North America, Inc
1510 Kansas Avenue
Lorain Products Division
Lorain, OH 44052-2293
USA
Attention: Steve Hillman

The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US or with adjacent indicator 'US' for US only or without either indicator for Canada only.



Issued by: *Heather Sell*
Heather Sell

PRODUCTS

CLASS - C321111 - INDUSTRIAL CONTROL EQUIPMENT-Enclosures for Electrical Equipment-
CLASS - C321191 - INDUSTRIAL CONTROL EQUIPMENT-Enclosures for Electrical Equipment – US
Requirements-

Enclosures, Type 3R

Model: SmartMod UE

Dimensions 80" W x 80" D x 113" H

Note: Enclosures are intended for industrial and/or power distribution equipment applications. These components are intended for the installation of industrial electrical equipment and/or power distribution equipment where the complete assembly is approved for installation in non-hazardous locations in accordance with the National Electric Code (NEC), Canadian Electric Code (CEC).

APPLICABLE REQUIREMENTS

CSA C22.2 No, 94.1-07 / UL 50 12th Ed (Harmonized) Enclosures for Electrical Equipment, Non-Environmental Considerations

CSA C22.2 No. 94.2-07 / UL 50E 1st Ed (Harmonized) Enclosures for Electrical Equipment, Environmental Considerations



Supplement to Certificate of Compliance

Certificate: 70096774

Master Contract: 268244

*The products listed, including the latest revision described below,
are eligible to be marked in accordance with the referenced Certificate.*

Product Certification History

Project	Date	Description
70096774	2016-10-10	Original certification of Multiple Listee Emerson 268244 with classes 3211-11/91. Report reference 252270-70096780.

Submitter Report	Submitter Model	Listee Model	Listee Project
70096780	F2014034	SmartMod UE	70096774