

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

THE APPLICATION OF)
NEW CINGULAR WIRELESS PCS, LLC,)
A DELAWARE LIMITED LIABILITY COMPANY,)
D/B/A AT&T MOBILITY)
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF OHIO)

CASE NO.: 2019-00010

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SITE NAME: BELL RUN

PUBLIC SERVICE
COMMISSION

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**APPLICATION FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR CONSTRUCTION OF A WIRELESS COMMUNICATIONS FACILITY**

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility ("Applicant"), by counsel, pursuant to (i) KRS §§ 278.020, 278.040, 278.650, 278.665, and other statutory authority, and the rules and regulations applicable thereto, and (ii) the Telecommunications Act of 1996, respectfully submits this Application requesting issuance of a Certificate of Public Convenience and Necessity ("CPCN") from the Kentucky Public Service Commission ("PSC") to construct, maintain, and operate a Wireless Communications Facility ("WCF") to serve the customers of the Applicant with wireless communications services.

In support of this Application, Applicant respectfully provides and states the following information:

1. The complete name and address of the Applicant: New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4th Street, Suite 2400, Louisville, KY 40202.

2. Applicant proposes construction of an antenna tower for communications services, which is to be located in an area outside the jurisdiction of a planning commission, and Applicant submits this application to the PSC for a certificate of public convenience and necessity pursuant to KRS §§ 278.020(1), 278.040, 278.650, 278.665, and other statutory authority.

3. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity was attached to a prior application and is part of the case record for PSC case number 2011-00473 and is hereby incorporated by reference.

4. The Applicant operates on frequencies licensed by the Federal Communications Commission ("FCC") pursuant to applicable FCC requirements. A copy of the Applicant's FCC licenses to provide wireless services are attached to this Application or described as part of **Exhibit A**, and the facility will be constructed and operated in accordance with applicable FCC regulations.

5. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands

for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

6. To address the above-described service needs, Applicant proposes to construct a WCF at 6235 State Route 764, Whitesville, Kentucky 42378 (37°36'07.58" North latitude, 86°55'14.02" West longitude), on a parcel of land located entirely within the county referenced in the caption of this application. The property on which the WCF will be located is owned by Fred Marksberry Jr. and the Fred and Thelma M. Marksberry Trust pursuant to Deeds recorded at Deed Book 345, Page 709 and Deed Book 415, Page 71 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

7. A list of utilities, corporations, or persons with whom the proposed WCF is likely to compete is attached as **Exhibit D**.

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as

well as a proposed configuration for the antennas of the Applicant has also been included as part of **Exhibit B**.

9. Foundation design plans signed and sealed by a professional engineer registered in Kentucky and a description of the standards according to which the tower was designed are included as part of **Exhibit C**.

10. Applicant has considered the likely effects of the installation of the proposed WCF on nearby land uses and values and has concluded that there is no more suitable location reasonably available from which adequate services can be provided, and that there are no reasonably available opportunities to co-locate Applicant's antennas on an existing structure. When suitable towers or structures exist, Applicant attempts to co-locate on existing structures such as communications towers or other structures capable of supporting Applicant's facilities; however, no other suitable or available co-location site was found to be located in the vicinity of the site.

11. A copy of the Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.

12. A copy of the Kentucky Airport Zoning Commission ("KAZC") Approval to construct the tower is attached as **Exhibit F**.

13. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

14. Clear directions to the proposed WCF site from the County seat are attached as **Exhibit H**. The name and telephone number of the preparer of **Exhibit H** are included as part of this exhibit.

15. Applicant, pursuant to a written agreement, has acquired the right to use the WCF site and associated property rights. A copy of the agreement or an abbreviated agreement recorded with the County Clerk is attached as **Exhibit I**.

16. Personnel directly responsible for the design and construction of the proposed WCF are well qualified and experienced. The tower and foundation drawings for the proposed tower submitted as part of **Exhibit C** bear the signature and stamp of a professional engineer registered in the Commonwealth of Kentucky. All tower designs meet or exceed the minimum requirements of applicable laws and regulations.

17. The Construction Manager for the proposed facility is Don Murdock and the identity and qualifications of each person directly responsible for design and construction of the proposed tower are contained in **Exhibits B & C**.

18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the lease area for this site is not within any flood hazard area. A portion of the access drive is located in a 100-year flood plain (Zone A).

19. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is

illustrated in **Exhibit B**.

20. Applicant has notified every person who, according to the records of the County Property Valuation Administrator, owns property which is within 500 feet of the proposed tower or contiguous to the site property, by certified mail, return receipt requested, of the proposed construction. Each notified property owner has been provided with a map of the location of the proposed construction, the PSC docket number for this application, the address of the PSC, and has been informed of his or her right to request intervention. A list of the notified property owners and a copy of the form of the notice sent by certified mail to each landowner are attached as **Exhibit J** and **Exhibit K**, respectively.

21. Applicant has notified the applicable County Judge/Executive by certified mail, return receipt requested, of the proposed construction. This notice included the PSC docket number under which the application will be processed and informed the County Judge/Executive of his/her right to request intervention. A copy of this notice is attached as **Exhibit L**.

22. Notice signs meeting the requirements prescribed by 807 KAR 5:063, Section 1(2) that measure at least 2 feet in height and 4 feet in width and that contain all required language in letters of required height, have been posted, one in a visible location on the proposed site and one on the nearest public road. Such signs shall remain posted for at least two weeks after filing of the Application, and a copy of the posted text is attached as **Exhibit M**. A legal notice advertisement regarding the location of the proposed facility has been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached

as part of **Exhibit M**.

23. The general area where the proposed facility is to be located is rural. There are no existing residential structures within 500' of the proposed tower site.

24. The process that was used by the Applicant's radio frequency engineers in selecting the site for the proposed WCF was consistent with the general process used for selecting all other existing and proposed WCF facilities within the proposed network design area. Applicant's radio frequency engineers have conducted studies and tests in order to develop a highly efficient network that is designed to handle voice and data traffic in the service area. The engineers determined an optimum area for the placement of the proposed facility in terms of elevation and location to provide the best quality service to customers in the service area. A radio frequency design search area prepared in reference to these radio frequency studies was considered by the Applicant when searching for sites for its antennas that would provide the coverage deemed necessary by the Applicant. A map of the area in which the tower is proposed to be located which is drawn to scale and clearly depicts the necessary search area within which the site should be located pursuant to radio frequency requirements is attached as **Exhibit N**.

25. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded

internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

26. All Exhibits to this Application are hereby incorporated by reference as if fully set out as part of the Application.

27. All responses and requests associated with this Application may be directed to:

David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Email: dpike@pikelegal.com

WHEREFORE, Applicant respectfully request that the PSC accept the foregoing Application for filing, and having met the requirements of KRS §§ 278.020(1), 278.650, and 278.665 and all applicable rules and regulations of the PSC, grant a Certificate of Public Convenience and Necessity to construct and operate the WCF at the location set forth herein.

Respectfully submitted,



David A. Pike
Pike Legal Group, PLLC
1578 Highway 44 East, Suite 6
P. O. Box 369
Shepherdsville, KY 40165-0369
Telephone: (502) 955-4400
Telefax: (502) 543-4410
Email: dpike@pikelegal.com
Attorney for New Cingular Wireless PCS, LLC
d/b/a AT&T Mobility

LIST OF EXHIBITS

- A - FCC License Documentation
- B - Site Development Plan:
 - 500' Vicinity Map
 - Legal Descriptions
 - Flood Plain Certification
 - Site Plan
 - Vertical Tower Profile
- C - Tower and Foundation Design
- D - Competing Utilities, Corporations, or Persons List
- E - FAA
- F - Kentucky Airport Zoning Commission
- G - Geotechnical Report
- H - Directions to WCF Site
- I - Copy of Real Estate Agreement
- J - Notification Listing
- K - Copy of Property Owner Notification
- L - Copy of County Judge/Executive Notice
- M - Copy of Posted Notices and Newspaper Notice Advertisement
- N - Copy of Radio Frequency Design Search Area

EXHIBIT A
FCC LICENSE DOCUMENTATION

REFERENCE COPY

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Table with Call Sign (KNLH406), File Number, and Radio Service (CW - PCS Broadband).

FCC Registration Number (FRN): 0003291192

Table with columns: Grant Date, Effective Date, Expiration Date, Print Date, Market Number, Channel Block, Sub-Market Designator, Market Name, 1st Build-out Date, 2nd Build-out Date, 3rd Build-out Date, 4th Build-out Date.

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions: Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS).

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLH406

File Number:

Print Date:

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Reference Copy

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLH406

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WPOI255	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 05-27-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
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Market Number MTA026	Channel Block A	Sub-Market Designator 19
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Market Name Louisville-Lexington-Evansville

1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date
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Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918558.

The Spectrum Leasing Arrangement, which became effective upon approval of application file number 0001918558, was terminated on 04/14/2005. See file number 0002135370.

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WPTJ404	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 10-29-2009	Effective Date 08-31-2018	Expiration Date 09-29-2019	Print Date
Market Number BTA338	Channel Block C	Sub-Market Designator 7	
Market Name Owensboro, KY			
1st Build-out Date 09-29-2004	2nd Build-out Date 09-29-2009	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This license is conditioned upon compliance with the provisions of Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation For Consent to Transfer Control of Licenses and Authorizations, Memorandum Opinion and Order, FCC 04-255 (rel. Oct. 26, 2004).

Spectrum Lease Associated with this License. See Spectrum Leasing Arrangement Letter dated 12/06/2004 and File # 0001918563.

The Spectrum Leasing Arrangement, which became effective upon approval of application file number 0001918563, was terminated on 04/14/2005. See file number 0002135370.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPTJ404

File Number:

Print Date:

Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007); AT&T Inc. and BellSouth Corporation, WC Docket No. 06-74, Order on Reconsideration, FCC 07-44 (rel. Mar. 26, 2007).

Reference Copy

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPTJ404

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WQGD546	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number CMA445	Channel Block A	Sub-Market Designator 0	
Market Name Kentucky 3 - Meade			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD546

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: LESLIE WILSON
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1016
DALLAS, TX 75202

Call Sign WQGD757	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 08-31-2018	Expiration Date 12-18-2021	Print Date
Market Number BEA070	Channel Block C	Sub-Market Designator 0	
Market Name Louisville, KY-IN			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station is licensed under the prior name.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD757

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WQGT878	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 04-16-2007	Effective Date 08-31-2018	Expiration Date 04-16-2022	Print Date
Market Number BEA069	Channel Block C	Sub-Market Designator 0	
Market Name Evansville-Henderson, IN-KY-IL			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGT878

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
--------	-------------	-------------------	-----------------------	--------

Reference Copy

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

ATTN: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Call Sign WQNE326	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 06-05-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channel Block B	Sub-Market Designator 4	
Market Name Louisville-Lexington-Evansville			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

License renewal granted on a conditional basis, subject to the outcome of FCC proceeding WT Docket No. 10-112 (see FCC 10-86, paras. 113 and 126).

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQNE326

File Number:

Print Date:

This authorization is subject to the condition that the remaining balance of the winning bid amount will be paid in accordance with Part 1 of the Commission's rules, 47 C.F.R. Part 1.

Reference Copy

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQNE326

File Number:

Print Date:

700 MHz Relicensed Area Information:

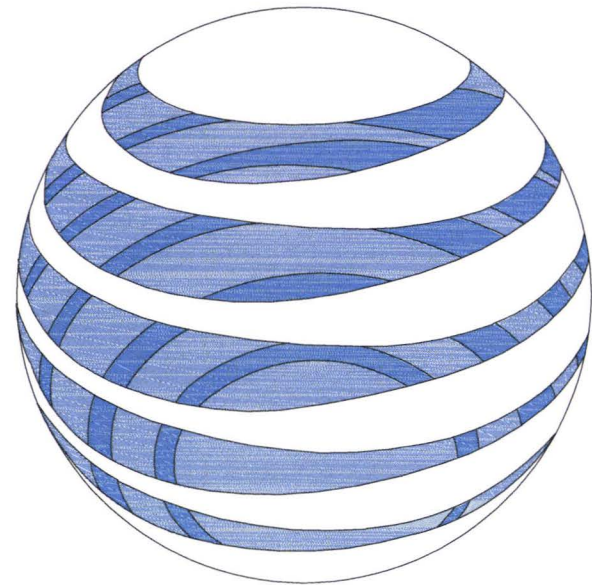
Market	Market Name	Buildout Deadline	Buildout Notification	Status
--------	-------------	-------------------	-----------------------	--------

Reference Copy

EXHIBIT B

SITE DEVELOPMENT PLAN:

**500' VICINITY MAP
LEGAL DESCRIPTIONS
FLOOD PLAIN CERTIFICATION
SITE PLAN
VERTICAL TOWER PROFILE**



at&t

SITE NAME:
BELL RUN

SITE NUMBER:
KYL03666

PROPOSED RAW LAND SITE WITH 255' SELF-SUPPORT TOWER W/ 15' LIGHTNING ARRESTOR AND INSTALLATION OF A VERTIV 80" x 80" WALK-IN CABINET & DIESEL GENERATOR ON STEEL PLATFORMS

SHEET INDEX	
T-1	TITLE SHEET & PROJECT INFORMATION
SURVEY:	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-1.4	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
B-2.1	500' RADIUS AND ABUTTERS MAP
CIVIL:	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
FIRE DEPARTMENT	WHITESVILLE FIRE DEPARTMENT PHONE: (270) 685-8440
POLICE DEPARTMENT	OHIO COUNTY SHERIFF'S OFFICE PHONE: (270) 298-4444
ELECTRIC COMPANY	KENTUCKY UTILITIES PHONE: (800) 981-0600
TELEPHONE COMPANY	AT&T PHONE: (855) 293-7676

PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:

PREPARED FOR:

STATE OF KENTUCKY

 MARK E. PATTERSON
 16300
 PROFESSIONAL ENGINEER
 EN PERMIT: 3594

ZONING DRAWINGS

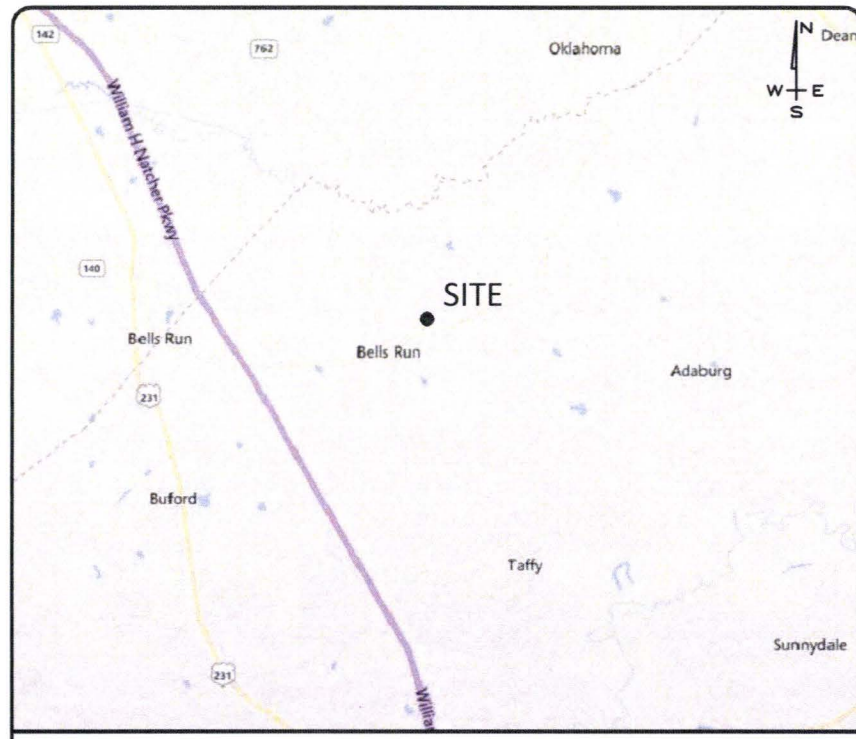
REV	DATE	DESCRIPTION
A	11.19.17	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL

SITE INFORMATION:
BELL RUN
 6235 STATE ROUTE 764
 WHITESVILLE, KY 42378
 OHIO COUNTY
 SITE NUMBER:
KYL03666

POD NUMBER:	17-14418
DRAWN BY:	JER
CHECKED BY:	MEP
DATE:	11.19.18

SHEET TITLE:
TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:
T-1



VICINITY MAP

SCALE: NONE

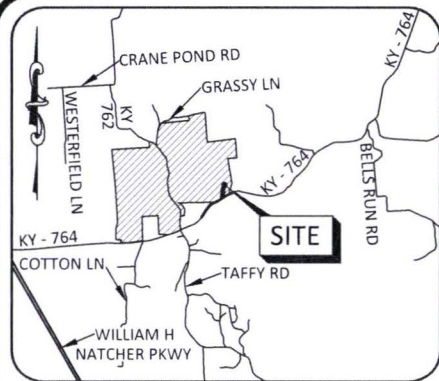
DRIVE DIRECTIONS	
FROM OHIO COUNTY CLERK, 301 S MAIN ST, HARTFORD, KY 42347:	
HEAD NORTHWEST ON US-231 N/S MAIN ST TOWARD E CENTER ST	10.5 MILES
TURN RIGHT ONTO KY-2115	1.1 MILES
TURN RIGHT ONTO KY-764	3.8 MILES
ARRIVE AT SITE, ON THE LEFT	

SCOPE OF WORK:
ZONING DRAWINGS FOR: CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.
SITE WORK: NEW TOWER, UNMANNED WALK-IN CABINET WITH GENERATOR ON STEEL PLATFORMS, AND UTILITY INSTALLATIONS.

PROJECT INFORMATION	
COUNTY:	OHIO
SITE ADDRESS:	6235 STATE ROUTE 764 WHITESVILLE, KY 42378
APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
LATITUDE:	37° 36' 07.58"
LONGITUDE:	86° 55' 14.02"

Kentucky 811
 Know what's below.
 Call before you dig.
 Call Monday thru Friday - 7 am. to 6 pm.
1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

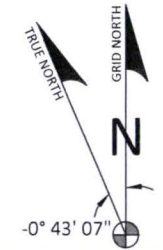
BUILDING CODES AND STANDARDS	
CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.	
•	CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
•	AMERICAN CONCRETE INSTITUTE 318
•	AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
•	TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
•	STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
•	COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
•	INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
•	ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION
•	2014 KBC
•	2014 NEC
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.	



VICINITY MAP = NO SCALE

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°36'07.58"
 LONGITUDE: 86°55'14.02"
 NAVD 88
 ELEVATION: 504± AMSL
 NORTHING: 3744939.508
 EASTING: 4582159.742

TEMPORARY BENCHMARK
 NORTHING: 3745000.710
 EASTING: 4582114.659
 ELEVATION: 504.70'
 LOCATION: A SET 1/2" REBAR
 W/CAP STAMPED "POD TRAV"
 S75°40'W 22.5'± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.



BASED ON KENTUCKY STATE
 PLANE SINGLE ZONE AND
 DETERMINED BY GPS OBSERVATIONS
 COMPLETED ON JUNE 19, 2017

GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.07", FOR A PRECISION OF 1:44,572 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

A PORTION OF THE PARENT PARCEL AND A PORTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT IS LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE A, SHOWN HEREON PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011., THE PROPOSED LEASE AREA SHOWN HEREON IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011.

LEGEND

- POWER POLE
 - ROW RIGHT OF WAY
 - EOP EDGE OF PAVEMENT
 - OHE OVERHEAD ELECTRIC
 - SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
 - FOUND MONUMENT AS NOTED
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
 - P.O.R. POINT OF REFERENCE
 - P.O.B. POINT OF BEGINNING
 - EX. OVERHEAD ELECTRIC
 - EX. WETLAND (BY OTHERS)
 - EX. DITCH
 - EX. DRIP LINE
 - APPROXIMATE FLOOD LINE - GRAPHIC PLOTTING ONLY - NOT FIELD VERIFIED
 - ZONE: X
 - ZONE: A

PARCEL ID: 20-14 ETAL
 FRED MARKSBERRY, JR.
 DEED BOOK 415, PAGE 71
 THE FRED & THELMA M. MARKSBERRY TRUST
 DEED BOOK 345, PAGE 709

PROPOSED 30' / VARIABLE WIDTH
 ACCESS & UTILITY EASEMENT
 (24,766.724 S.F.)
 DETAIL SHEET B-1.1, B-1.2

P.O.C. LEASE AREA
 P.O.B. ACCESS EASEMENT
 30' LEFT OF CENTERLINE STA. 209+92.89
 PER KENTUCKY DEPARTMENT OF HIGHWAY PLAN
 PLEASANT RIDGE -WESTERFIELD- DATED 1949
 PROJECT #R.S. 92-404-1
 SPC: KY SINGLE ZONE
 N:3,744,210.606
 E:4,581,999.876

PROPOSED LEASE AREA
 (10,000.000 S.F.)
 DETAIL SHEET B-1.2

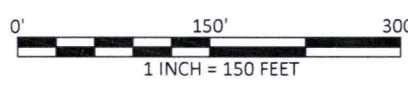
SPC: KY SINGLE ZONE
 N:3,744,962.762
 E:4,582,226.520

P.O.B. LEASE AREA
 SPC: KY SINGLE ZONE
 N:3,744,916.255
 E:4,582,092.964

PARCEL ID: 20-18
 KARN FARMS LAND, LLC
 DEED BOOK 398, PAGE 76

PARCEL ID: 20-21A
 RODNEY HORTON
 DEED BOOK 205, PAGE 107

NOTE:
 WETLAND DELINEATION STUDY
 PROVIDED BY ENVIRONMENTAL
 CORPORATION OF AMERICA.



LAND SURVEYOR'S CERTIFICATE
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Mark Patterson
 MARK PATTERSON, PLS #3136
 1/3/2019
 DATE



PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:

PREPARED FOR:

SURVEY

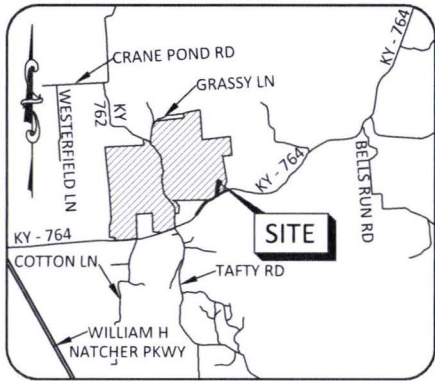
REV.	DATE	DESCRIPTION
A	6.29.17	PRELIM ISSUE W/ TITLE
0	7.25.17	ISSUED AS FINAL
1	8.1.17	OLC COMMENTS
2	11.9.18	WETLANDS BY OTHERS

SITE INFORMATION:
BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY
 TAX PARCEL NUMBER:
 20-14 ETAL
 PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14420
 DRAWN BY: RAE
 CHECKED BY: MEP
 SURVEY DATE: 6.19.17
 PLAT DATE: 6.29.17

SHEET TITLE:
SITE SURVEY
 SHEET NUMBER:
B-1



VICINITY MAP = NO SCALE

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°36'07.58"
 LONGITUDE: 86°55'14.02"
 NAVD 88
 ELEVATION: 504± AMSL
 NORTHING: 3744939.508
 EASTING: 4582159.742

TEMPORARY BENCHMARK
 NORTHING: 3745000.710
 EASTING: 4582114.659
 ELEVATION: 504.70'
 LOCATION: A SET 1/2" REBAR
 W/CAP STAMPED "POD TRAV"
 S75°40'W 22.5± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.

GENERAL NOTES

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A PORTION OF THE PARENT PARCEL AND A PORTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT IS LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE A, SHOWN HEREON PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011., THE PROPOSED LEASE AREA SHOWN HEREON IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011.

GLOBAL POSITIONING SYSTEMS NOTE

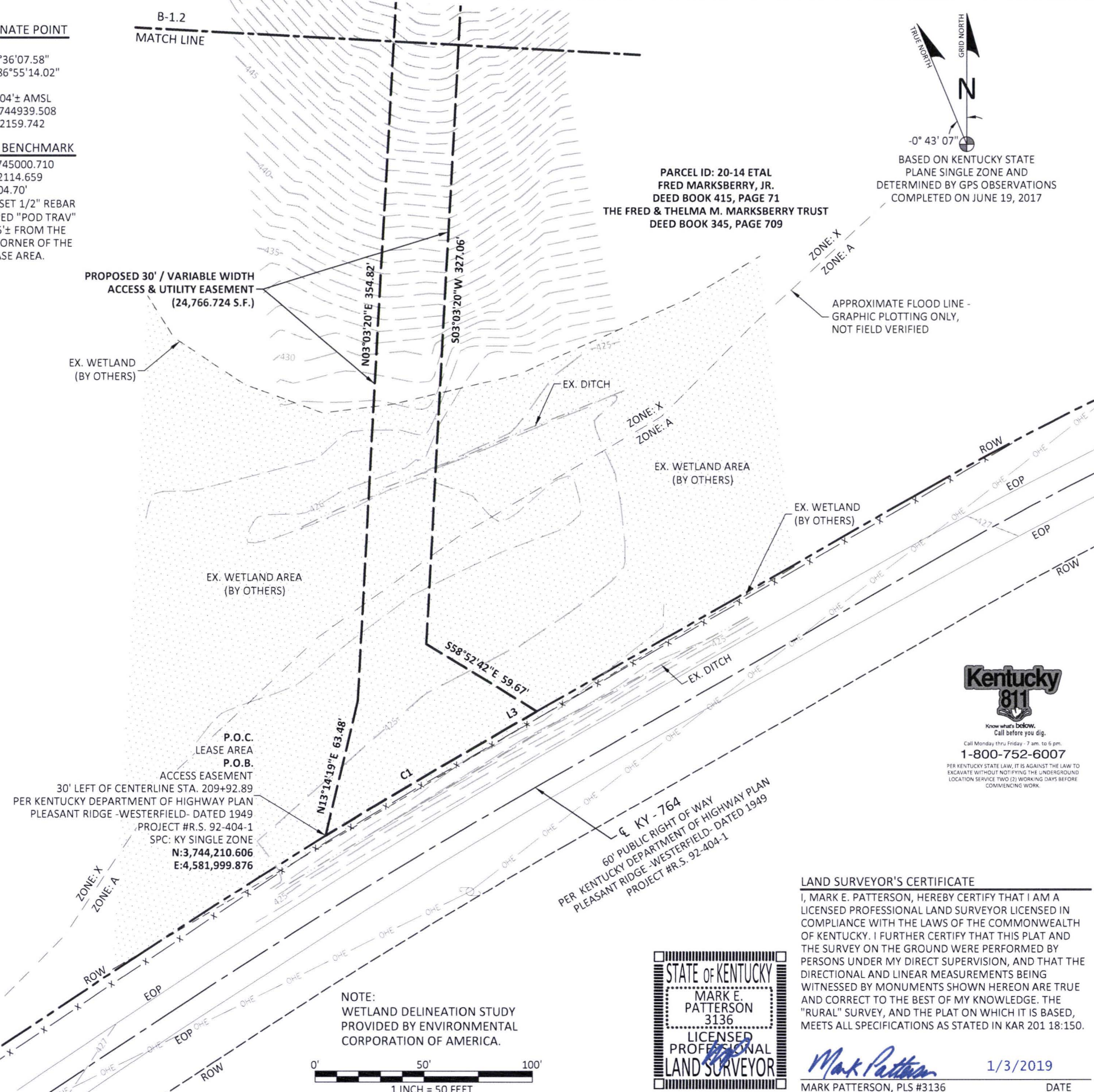
1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S59°23'23"W	94.37'	2894.74'

LINE	BEARING	DISTANCE
L1	N64°11'56"W	15.00'
L2	N64°11'56"W	15.00'
L3	S60°19'26"W	18.23'

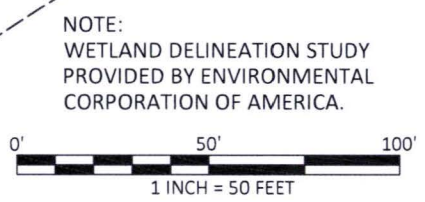
LEGEND

- POWER POLE
- ROW RIGHT OF WAY
- EOP EDGE OF PAVEMENT
- OHE OVERHEAD ELECTRIC
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- P.O.C.** POINT OF COMMENCEMENT
- P.O.R.** POINT OF REFERENCE
- P.O.B.** POINT OF BEGINNING
- EX. OVERHEAD ELECTRIC**
- EX. FENCE LINE**



PARCEL ID: 20-14 ETAL
 FRED MARKSBERRY, JR.
 DEED BOOK 415, PAGE 71
 THE FRED & THELMA M. MARKSBERRY TRUST
 DEED BOOK 345, PAGE 709

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON JUNE 19, 2017

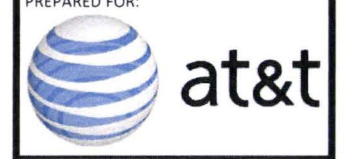


NOTE:
 WETLAND DELINEATION STUDY
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LAND SURVEYOR'S CERTIFICATE
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Mark Patterson
 MARK PATTERSON, PLS #3136
 1/3/2019
 DATE



SURVEY

REV.	DATE	DESCRIPTION
A	6.29.17	PRELIM ISSUE W/ TITLE
0	7.25.17	ISSUED AS FINAL
1	8.1.17	OLC COMMENTS
2	11.9.18	WETLANDS BY OTHERS

SITE INFORMATION:

BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

TAX PARCEL NUMBER:
 20-14 ETAL

PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378

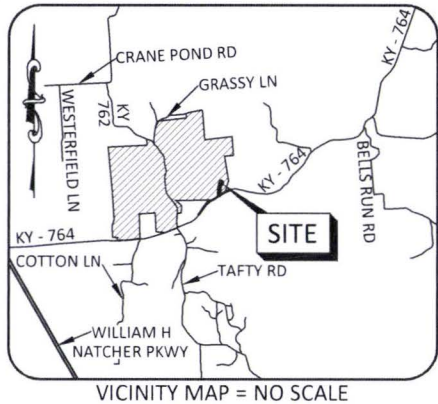
SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14420
 DRAWN BY: RAE
 CHECKED BY: MEP
 SURVEY DATE: 6.19.17
 PLAT DATE: 6.29.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.1



VICINITY MAP = NO SCALE

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°36'07.58"
 LONGITUDE: 86°55'14.02"
 NAVD 88
 ELEVATION: 504'± AMSL
 NORTHING: 3744939.508
 EASTING: 4582159.742

TEMPORARY BENCHMARK
 NORTHING: 3745000.710
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 ELEVATION: 504.70'
 LOCATION: A SET 1/2" REBAR
 W/CAP STAMPED "POD TRAV"
 S75°40'W 22.5'± FROM THE
 NORTHWEST CORNER OF THE
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A PORTION OF THE PARENT PARCEL AND A PORTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT IS LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE A, SHOWN HEREON PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011., THE PROPOSED LEASE AREA SHOWN HEREON IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011.

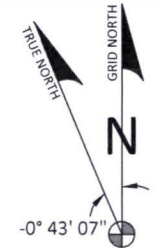
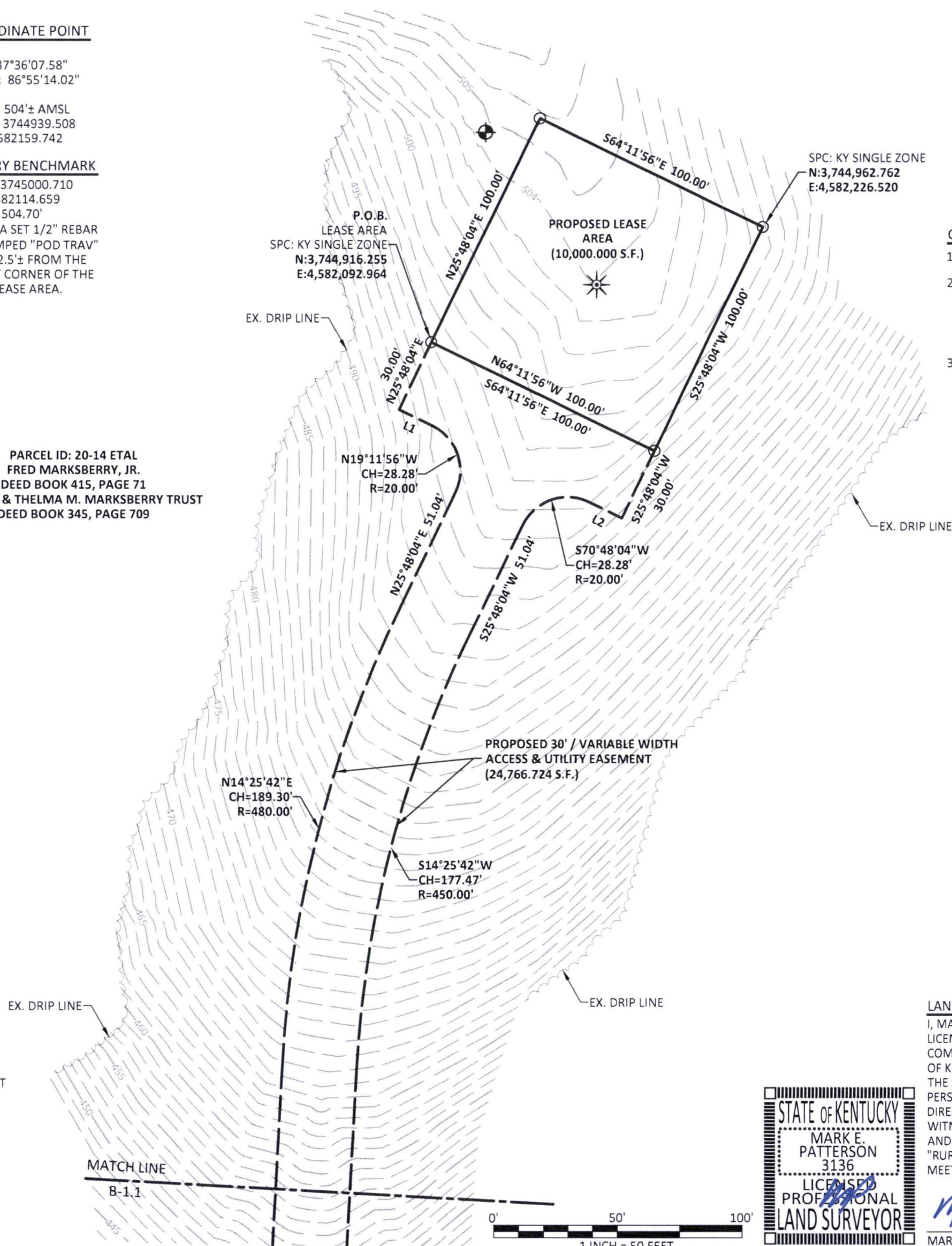
PARCEL ID: 20-14 ETAL
 FRED MARKSBERRY, JR.
 DEED BOOK 415, PAGE 71
 THE FRED & THELMA M. MARKSBERRY TRUST
 DEED BOOK 345, PAGE 709

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S59°23'23"W	94.37'	2894.74'

LINE	BEARING	DISTANCE
L1	N64°11'56"W	15.00'
L2	N64°11'56"W	15.00'
L3	S60°19'26"W	18.23'

LEGEND

- POWER POLE
- ROW RIGHT OF WAY
- EOP EDGE OF PAVEMENT
- OHE EX. OVERHEAD ELECTRIC
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON JUNE 19, 2017

GLOBAL POSITIONING SYSTEMS NOTE

- RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
- THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
- SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

Kentucky 811
 Know what's below. Call before you dig.
 Call Monday thru Friday - 7 am. to 6 pm.
1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

APPROXIMATE FLOOD LINE - GRAPHIC PLOTTING ONLY, NOT FIELD VERIFIED

STATE OF KENTUCKY
 MARK E. PATTERSON
 3136
 LICENSED PROFESSIONAL LAND SURVEYOR

LAND SURVEYOR'S CERTIFICATE
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Mark Patterson 1/3/2019
 MARK PATTERSON, PLS #3136 DATE

PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	6.29.17	PRELIM ISSUE W/ TITLE
0	7.25.17	ISSUED AS FINAL
1	8.1.17	OLC COMMENTS
2	11.9.18	WETLANDS BY OTHERS

SITE INFORMATION:

BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

TAX PARCEL NUMBER:
 20-14 ETAL

PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378

SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14420
 DRAWN BY: RAE
 CHECKED BY: MEP
 SURVEY DATE: 6.19.17
 PLAT DATE: 6.29.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.2

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JUNE 19, 2017.

COMMENCING ON THE NORTH RIGHT OF WAY LINE OF KY - 764, 30 FEET LEFT OF CENTERLINE STATION 209+92.89, KENTUCKY DEPARTMENT OF HIGHWAY PLAN PLEASANT RIDGE -WESTERFIELD- DATED 1949, PROJECT #R.S. 92-404-1, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,744,210.606 & E:4,581,999.876; THENCE LEAVING SAID RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL, N13°14'19"E 63.48'; THENCE N03°03'20"E 354.82'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00', N14°25'42"E 189.30'; THENCE N25°48'04"E 51.04'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', N19°11'56"W 28.28'; THENCE N64°11'56"W 15.00'; THENCE N25°48'04"E 30.00' TO A SET 1/2" REBAR, 18" LONG, WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,916.255 & E: 4,582,092.964, BEING **THE TRUE POINT OF BEGINNING**; THENCE N25°48'04"E 100.00' TO A "SET IPC"; THENCE S64°11'56"E 100.00' TO A "SET IPC" WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,962.762 & E: 4,582,226.520; THENCE S25°48'04"W 100.00' TO A "SET IPC"; THENCE N64°11'56"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED JUNE 19, 2017.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JUNE 19, 2017.

BEGINNING ON THE NORTH RIGHT OF WAY LINE OF KY - 764, 30 FEET LEFT OF CENTERLINE STATION 209+92.89, KENTUCKY DEPARTMENT OF HIGHWAY PLAN PLEASANT RIDGE -WESTERFIELD- DATED 1949, PROJECT #R.S. 92-404-1, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N:3,744,210.606 & E:4,581,999.876; THENCE LEAVING SAID RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL, N13°14'19"E 63.48'; THENCE N03°03'20"E 354.82'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00', N14°25'42"E 189.30'; THENCE N25°48'04"E 51.04'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', N19°11'56"W 28.28'; THENCE N64°11'56"W 15.00'; THENCE N25°48'04"E 30.00' TO A SET 1/2" REBAR, 18" LONG, WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,916.255 & E: 4,582,092.964, THENCE ALONG THE SOUTH LINE OF SAID LEASE AREA, S64°11'56"E 100.00' TO A "SET IPC"; THENCE LEAVING SAID LEASE AREA, S25°48'04"W 30.00'; THENCE N64°11'56"W 15.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', S70°48'04"W 28.28'; THENCE S25°48'04"W 51.04'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00', S14°25'42"W 177.47'; THENCE S03°03'20"W 327.06'; THENCE S58°52'42"E 59.67'; TO THE NORTH RIGHT OF WAY LINE OF KY - 764 AFOREMENTIONED; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S60°19'26"W 18.23'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 2894.74', S59°23'23"W 94.37' TO THE POINT OF BEGINNING CONTAINING 24,766.724 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED JUNE 19, 2017.

TITLE OF COMMITMENT

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY STEWART TITLE GUARANTY COMPANY, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 00300-20170132, EFFECTIVE DATE OF APRIL 14, 2017 AT 8:00 AM. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
4. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
5. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
6. SUBJECT TO 2017 TAXES, WHICH ARE NOT YET DUE AND PAYABLE (IF APPLICABLE). (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
7. ELECTRIC LINE RIGHT-OF-WAY EASEMENT DATED APRIL 5, 1989, TO GREEN RIVER ELECTRIC CORPORATION, OF RECORD IN DEED BOOK 268, PAGE 687, IN THE OFFICE AFORESAID. (ELECTRIC LINE RIGHT-OF-WAY EASEMENT IN DEED BOOK 268, PAGE 687 AFFECTS THE PARENT PARCEL BUT DOES NOT AFFECT THE PROPOSED LEASE AREA AND PROPOSED ACCESS & UTILITY EASEMENT.)
8. SHORT FORM MEMORANDUM OF CONTRACT FOR DEED DATED JULY 31, 1975, OF RECORD MISCELLANEOUS BOOK 8, PAGE 27, IN THE OFFICE AFORESAID. (SHORT FORM MEMORANDUM IN MISCELLANEOUS BOOK 8, PAGE 27 DOES NOT AFFECT THE PARENT PARCEL.)
9. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



SURVEY

REV.	DATE	DESCRIPTION
A	6.29.17	PRELIM ISSUE W/ TITLE
0	7.25.17	ISSUED AS FINAL
1	8.1.17	OLC COMMENTS
2	11.9.18	WETLANDS BY OTHERS

SITE INFORMATION:

BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY
 TAX PARCEL NUMBER:
 20-14 ETAL
 PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14420
 DRAWN BY: RAE
 CHECKED BY: MEP
 SURVEY DATE: 6.19.17
 PLAT DATE: 6.29.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:
B-1.3

LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.



Mark Patterson 1/3/2019
 MARK PATTERSON, PLS #3136 DATE

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 345, PAGE 709 (NOT FIELD SURVEYED)

PARCEL NO. 1

BEGINNING AT A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414 AND IN THE SOUTHEAST CORNER OF THE PROPERTY HERE DESCRIBED; THENCE NORTH 17° 21' EAST 650 FEET TO A STAKE; THENCE NORTH 10° 03' WEST 1465 FEET TO A STAKE; THENCE NORTH 86° 07' EAST 540 FEET TO A STAKE; THENCE NORTH 5° 12' WEST 1120 FEET TO A STAKE; THENCE SOUTH 82° 40' WEST 1660 FEET TO A STAKE; THENCE NORTH 4° 36' WEST 1720 FEET TO A STONE IN THE SOUTH MARGIN OF A COUNTY ROAD; THENCE WITH SAID MARGIN OF THE ROAD, NORTH 63° 00' WEST 75 FEET TO A STONE; THENCE SOUTH 77° 56' WEST 665 FEET TO A STONE; THENCE SOUTH 73° 12' WEST 260 FEET TO A STONE; THENCE DEPARTING FROM THE SOUTH MARGIN OF THE COUNTY ROAD, SOUTH 5° 39' EAST 270 FEET TO A STONE; THENCE SOUTH 83° 23' WEST 1670 FEET TO A STONE IN THE EAST MARGIN OF A COUNTY ROAD; THENCE WITH THE EAST MARGIN OF THIS ROAD, SOUTH 29° 00' WEST 405 FEET TO A STONE; THENCE CONTINUING WITH THE EAST MARGIN OF THE OLD ROAD AND WITH THE MEANDERS OF IT TO A STONE, THE DIRECTION AND STRAIGHT LINE DISTANCE BETWEEN THESE TWO POINTS BEING SOUTH 5° 50' WEST 800 FEET; THENCE CONTINUING WITH THE EAST LINE OF THIS COUNTY ROAD, SOUTH 13° 18' EAST 245 FEET TO A STONE; THENCE LEAVING THE COUNTY ROAD AND CROSSING THE SAME, NORTH 41° 19' WEST 325 FEET TO A STAKE; THENCE NORTH 73° 25' WEST 290 FEET TO A STAKE; THENCE SOUTH 7° 50' EAST 355 FEET TO A STAKE; THENCE SOUTH 85° 22' WEST 1975 FEET TO A STAKE; THENCE SOUTH 10° 15' EAST 1105 FEET TO A STAKE; THENCE SOUTH 6° 17' EAST 1350 FEET TO A STAKE; THENCE SOUTH 4° 12' EAST 1875 FEET TO A STAKE; THENCE SOUTH 11° 18' WEST 1050 FEET TO A STAKE; THENCE NORTH 87° 00' EAST 830 FEET TO A STAKE; THENCE SOUTH 3° 00' EAST 237 FEET TO A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414; THENCE WITH THE NORTH MARGIN OF THIS HIGHWAY, NORTH 79° 01' EAST 420 FEET TO A STONE IN THE NORTH MARGIN OF THE HIGHWAY; THENCE LEAVING THE HIGHWAY, NORTH 7° 29' WEST 1405 FEET TO A STAKE; THENCE NORTH 82° 50' EAST 940 FEET TO A STAKE; THENCE SOUTH 5° 45' EAST 1130 FEET TO A STAKE; THENCE NORTH 87° 26' EAST 690 FEET TO A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414; THENCE WITH THE NORTH MARGIN OF THIS HIGHWAY, NORTH 67° 49' EAST 375 FEET TO A STONE; THENCE NORTH 64° 42' EAST 450 FEET TO A STONE; THENCE LEAVING THIS HIGHWAY, NORTH 30° 45' WEST 455 FEET TO A STAKE, THENCE NORTH 5° 50' EAST 420 FEET TO A STAKE; THENCE NORTH 88° 30' EAST 300 FEET TO A STONE IN THE WEST SIDE OF A COUNTY ROAD THAT RUNS THROUGH THE PROPERTY HEREIN DESCRIBED IN A NORTH-SOUTH DIRECTION; THENCE WITH THE WEST SIDE OF THE MEANDERS OF THIS COUNTY ROAD IN A NORTHERLY DIRECTION TO A STONE IN THE WEST MARGIN OF THE ROAD; THE DIRECTION AND STRAIGHT LINE DISTANCE BETWEEN THESE TWO POINTS BEING NORTH 23° 00' WEST 775 FEET; THENCE LEAVING AND CROSSING THE ROAD, NORTH 86° 15' EAST 2200 FEET TO A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414; THENCE WITH THE NORTH MARGIN OF THIS HIGHWAY, NORTH 57° 03' EAST 955 FEET TO THE BEGINNING CONTAINING 862 ACRES, MORE OR LESS.

SAVE AND EXCEPT A SMALL TRACT OR PARCEL OF LAND IN OHIO COUNTY, KENTUCKY, ON THE WATERS OF THE SOUTH PANTHER CREEK AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE IN THE LINE OF LANDS NOW OWNED BY NORRIS HAWKINS AND IN A DITCH; THENCE NORTH 6° 30' WEST 190 FEET TO AN IRON PIPE IN HAWKINS' LINE; THENCE NORTH 81° 30' EAST 690 FEET TO AN IRON PIPE IN THE AFORESAID DITCH; THENCE IN A SOUTHWESTERLY DIRECTION WITH THE MEANDERS OF SAID DITCH TO THE POINT OF BEGINNING CONTAINING 1 ACRE, MORE OR LESS.

THERE IS FURTHER RESERVED AND EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY A PORTION THEREOF CONVEYED TO EMPIRE OIL & GAS CO., INC. BY DEED DATED MARCH 30, 1981 OF RECORD IN DEED BOOK 240 AT PAGE 680 IN THE OFFICE OF THE CLERK OF THE OHIO COUNTY COURT, WHICH PARCEL OF LAND IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EAST MARGIN OF AN ABANDONED ROAD AT THE NORTHWEST CORNER OF A ONE (1) ACRE TRACT SHOWN ON THE PLAT HEREINAFTER REFERRED WITH THE EAST EDGE OF THE ABANDONED ROAD NORTH 13 25 EAST 144 FEET TO A STAKE AND CONTINUING WITH THE EAST EDGE OF SAID ROAD N 10 22 E 650 FEET TO A STAKE IN THE EAST MARGIN OF THE ABANDONED ROADWAY; THENCE S 79 37 E 370 FEET TO A STAKE IN A FENCE; THENCE WITH SAID FENCE S 3 00 E 675 FEET TO A STAKE IN THE NORTH LINE OF BETTY CAMBRON (TRACT 4); THENCE S 87 00 W 579 FEET TO THE BEGINNING, CONTAINING 8.02 ACRES, MORE OR LESS, BEING THE 7.16 ACRES AND THE 0.86 ACRES SHOWN ON THE EMPIRE OIL & GAS CO., INC., PROPERTY PLAT OF RECORD IN PLAT BOOK AT PAGE IN THE OFFICE OF THE CLERK OF THE OHIO COUNTY COURT, TO WHICH PLAT REFERENCE IS MADE HEREBY FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. THE 0.86 ACRE PORTION OF THE PROPERTY HEREIN CONVEYED IS THE SAME PROPERTY DESCRIBED IN THE BOND AND CONTRACT FOR A DEED BETWEEN THE PARTIES HERETO.

THE ABOVE DESCRIBED PROPERTY WAS RESURVEYED IN PART BY ASSOCIATED ENGINEERS SERVICES, INC., AND THE NEW SURVEY REFLECTED THE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY, LESS THE EXCEPTIONS THERETO, AS FOLLOWS:

BEGINNING AT A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 764 AND IN THE SOUTHEAST CORNER OF THE PROPERTY HERE DESCRIBED: THENCE NORTH 17° 21' EAST 650 FEET TO A STAKE; THENCE NORTH 10° 03' WEST 1465 FEET TO A STAKE; THENCE NORTH 86° 07' EAST 540 FEET TO A STAKE; THENCE NORTH 5° 12' WEST 1120 FEET TO A STAKE; THENCE SOUTH 82° 40' WEST 1660 FEET TO A STAKE; THENCE NORTH 4° 36' WEST 1720 FEET TO A STONE IN THE SOUTH MARGIN OF A COUNTY ROAD; THENCE WITH SAID MARGIN OF THE ROAD, NORTH 63° 00' WEST 75 FEET TO A STONE; THENCE SOUTH 77° 56' WEST 665 FEET TO A STONE; THENCE SOUTH 73° 12' WEST 260 FEET TO A STONE; THENCE DEPARTING FROM THE SOUTH MARGIN OF THE COUNTY ROAD, SOUTH 5° 39' EAST 270 FEET TO A STONE; THENCE SOUTH 83° 23' WEST 1670 FEET TO A STONE IN THE EAST MARGIN OF A COUNTY ROAD; THENCE WITH THE EAST MARGIN OF THIS ROAD, SOUTH 29° 00' WEST 405 FEET TO A STONE; THENCE CONTINUING WITH THE EAST MARGIN OF THE OLD ROAD AND WITH THE MEANDERS OF IT TO A STONE, THE DIRECTION AND STRAIGHT LINE DISTANCE BETWEEN THESE TWO POINTS BEING SOUTH 5° 50' WEST 800 FEET; THENCE CONTINUING WITH THE EAST LINE OF THIS COUNTY ROAD, SOUTH 13° 18' EAST 245 FEET TO A STONE; THENCE LEAVING THE COUNTY ROAD AND CROSSING THE SAME, NORTH 41° 19' WEST 325 FEET TO A STAKE; THENCE NORTH 73° 25' WEST 290 FEET TO A STAKE; THENCE SOUTH 7° 50' EAST 355 FEET TO A STAKE; THENCE SOUTH 85° 22' WEST 1975 FEET TO A STAKE; THENCE SOUTH 10° 15' EAST 1105 FEET TO A STAKE; THENCE SOUTH 6° 17' EAST 1350 FEET TO A STAKE; THENCE SOUTH 4° 12' EAST 1875 FEET TO A STAKE; THENCE (AND BEGINNING THE PORTION OF THIS DESCRIPTION WHICH HAS BEEN ACTUALLY SURVEYED) SOUTH 15° 00' WEST 370; THENCE SOUTH 1° 04' EAST 675.00 FEET; THENCE SOUTH 86° 19' EAST 329.00 FEET; THENCE SOUTH 20° 03' WEST 206.50 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 764; THENCE WITH SAID RIGHT-OF-WAY NORTH 82° 05' EAST 66.66 FEET; NORTH 80° 08' EAST 1350.18 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 4° 56' 30" WEST 1358.95 FEET TO A CORNER POST; THENCE NORTH 85° 54' EAST 938.24 FEET TO A CORNER POST; THENCE 3° 15' EAST 1107.14 FEET TO A CORNER POST; THENCE NORTH 89° 52' 30" EAST 622.39 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 764; THENCE WITH SAID RIGHT-OF-WAY NORTH 75° 14' EAST 60.38 FEET; NORTH 72° 31' EAST 136.34 FEET; NORTH 71° 02' EAST 72.49 FEET; NORTH 68° 19' EAST 83.34 FEET; NORTH 69° 47' EAST 82.00 FEET; NORTH 67° 41' EAST 206.29 FEET; NORTH 67° 43' EAST 124.95 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 15° 17' WEST 392.81 FEET TO A CROSS TIE; THENCE NORTH 10° 44' EAST 456.86 FEET; THENCE NORTH 87° 05' EAST 248.87 FEET TO THE WEST RIGHT-OF-WAY OF HIGHWAY 762; THENCE WITH SAID RIGHT-OF-WAY NORTH 2° 05' EAST 362.83 FEET; NORTH 1° 54' WEST 32.86 FEET; NORTH 11° 21' WEST 24.05 FEET; NORTH 19° 24' WEST 28.06 FEET; NORTH 28° 10' WEST 29.20 FEET; NORTH 35° 35' WEST 34.86 FEET; NORTH 41° 50' WEST 49.51 FEET; NORTH 44° 13' WEST 76.69 FEET; NORTH 46° 15' WEST 225.42 FEET; THENCE CROSSING FROM THE WEST TO THE EAST RIGHT-OF-WAY OF SAID HIGHWAY 762 NORTH 88° 42' 30" WEST 84.78 FEET; THENCE CONTINUING NORTH 88° 42' 30" EAST 2094.43 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 764; THENCE WITH SAID RIGHT-OF-WAY NORTH 64° 13' EAST 48.92 FEET; NORTH 67° 16' EAST 72.39 FEET; NORTH 65° 15' EAST 71.36 FEET; NORTH 59° 30' EAST 113.35 FEET; NORTH 55° 39' EAST 311.75 FEET; NORTH 58° 09' EAST 73.48 FEET; NORTH 59° 11' EAST 81.09 FEET; NORTH 59° 53' EAST 107.96 FEET; NORTH 61° 14' EAST 127.72 FEET; NORTH 63° 13' EAST 4.96 FEET TO THE POINT OF BEGINNING; CONTAINING APPROXIMATELY 738 ACRES. THIS DEED AND ACREAGE ARE SUBJECT TO ANY PUBLIC RIGHT-OF-WAY CONVEYANCES.

THIS DESCRIPTION WAS FURNISHED IN PART BY A FIELD SURVEY OF THE SOUTH PROPERTY LINE OF ASSOCIATED ENGINEERS SERVICES, INC., DATED FEBRUARY 18, 1988, AND THE BALANCE THEREOF TAKEN FROM THE ORIGINAL DESCRIPTION OF 862 ACRES, MORE OR LESS.

PARCEL NO. 2

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN OHIO COUNTY, KENTUCKY, ON THE CRANE POND ROAD, AND BOUNDED AS FOLLOWS, TO-WIT: ON THE NORTH BY LANDS OF THE GIVENS HEIRS AND THE LANDS OF ANCIL WHITTAKER; ON THE EAST BY THE LANDS OF ANCIL WHITTAKER, DICK WATKINS' HEIRS AND THE HEIRS OF LON SMITH ON THE SOUTH BY THE LANDS OF ARMET GREER, AND ON THE WEST BY THE LANDS OF NOEL KING AND BERNADINE KING AND SEPARATED THEREFROM BY THE BELLS RUN-CRANE POND ROAD, AND CONTAINING 72 ACRES, MORE OR LESS.

ABOVE DESCRIBED PROPERTY SUBJECT TO ALL RIGHTS, RESERVATIONS AND EASEMENTS, OF RECORD OR AS USED AND SUCH MATTERS AS MAY BE DISCLOSED BY AN ACCURATE SURVEY OF THE PROPERTY.

BEING A PART OF THE SAME PROPERTY CONVEYED TO THE GRANTOR HEREIN BY DEED FROM A. DAVIS BROOKRESON ET AL., DATED SEPTEMBER 18, 1978, OF RECORD IN DEED BOOK 231 AT PAGE 36 IN THE OFFICE OF THE CLERK OF OHIO COUNTY COURT.

ALL OF SAID PROPERTY IS CONVEYED SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR AS USED AND SUBJECT TO ANY OUTSTANDING OIL, GAS, COAL OR OTHER MINERAL LEASES, INTEREST OR RESERVATIONS, IT BEING THE INTENT OF GRANTOR TO CONVEYED TO GRANTEE ONLY SUCH OIL, GAS, COAL OR OTHER MINERAL INTERESTS OWNED BY GRANTEE.

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



SURVEY

REV.	DATE	DESCRIPTION
A	6.29.17	PRELIM ISSUE W/ TITLE
0	7.25.17	ISSUED AS FINAL
1	8.1.17	OLC COMMENTS
2	11.9.18	WETLANDS BY OTHERS

SITE INFORMATION:

BELL RUN

6235 STATE RT 764
WHITESVILLE, KY 42378
OHIO COUNTY

TAX PARCEL NUMBER:
20-14 ETAL

PROPERTY OWNER:
FRED MARKSBERRY, JR. AND
THE FRED AND THELMA M.
MARKSBERRY TRUST
6235 STATE RT 764
WHITESVILLE, KY 42378

SOURCE OF TITLE:
DEED BOOK 415, PAGE 71
DEED BOOK 345, PAGE 709

SITE NUMBER:

KYLO3666

POD NUMBER: 17-14420

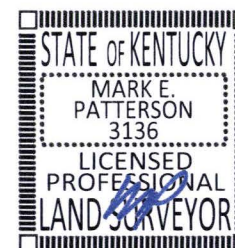
DRAWN BY: RAE
CHECKED BY: MEP
SURVEY DATE: 6.19.17
PLAT DATE: 6.29.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

B-1.4



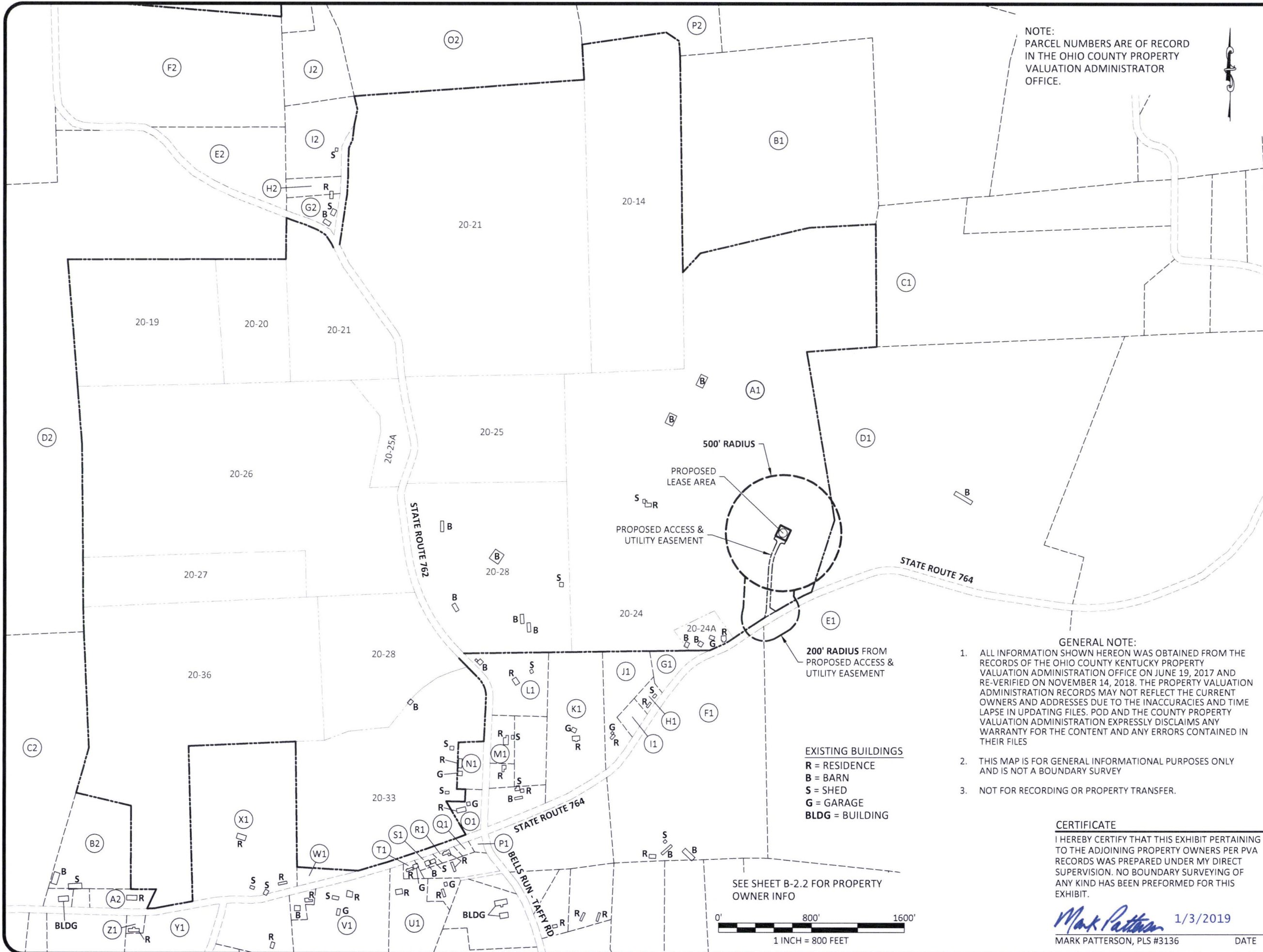
LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Mark Patterson
MARK PATTERSON, PLS #3136

1/3/2019

DATE




NOTE:
PARCEL NUMBERS ARE OF RECORD
IN THE OHIO COUNTY PROPERTY
VALUATION ADMINISTRATOR
OFFICE.

PREPARED BY:

 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:


PREPARED FOR:


EXHIBIT

REV.	DATE	DESCRIPTION
A	11.26.18	ISSUED FOR REVIEW

SITE INFORMATION:
BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

TAX PARCEL NUMBER:
 20-14 ETAL

PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378

SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14421

DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 6.19.17
 PLAT DATE: 11.14.18

SHEET TITLE:
**500' RADIUS AND
 ABUTTERS MAP**

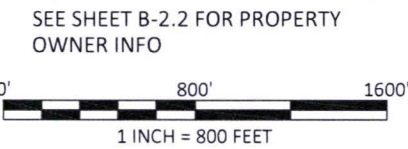
SHEET NUMBER:
B-2

- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE OHIO COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON JUNE 19, 2017 AND RE-VERIFIED ON NOVEMBER 14, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
 2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
 3. NOT FOR RECORDING OR PROPERTY TRANSFER.

EXISTING BUILDINGS
 R = RESIDENCE
 B = BARN
 S = SHED
 G = GARAGE
 BLDG = BUILDING

CERTIFICATE
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

Mark Patterson 1/3/2019
 MARK PATTERSON, PLS #3136 DATE



A1 PARCEL ID: 20-14 ET AL
(20-14, 17, 19, 20, 21, 24, 24A,
25, 25A, 26, 27, 28, 33, 36)
MARKSBERRY FRED JR & ETAL
6235 STATE RT 764
WHITESVILLE, KY 42378

B1 PARCEL ID: 20-10 ET AL
KARN FARMS LAND LLC
201 WESTERFIELD LN
PHILPOT, KY 42366

C1 PARCEL ID: 20-22
FRAZIER SHARON ETAL c/o PATSY DREWERY
2 COLONIAL CT
OWENSBORO, KY 42303

D1 PARCEL ID: 20-23B
THOMPSON MARK A, RONALD B
THOMPSON, PAUL M THOMPSON
301 HWY 140 W
UTICA, KY 42376

E1 PARCEL ID: 20-29
MCQUARRY THOMAS C & MARY BETH
695 M H DOWELL LN
IRVINGTON, KY 40146

F1 PARCEL ID: 20-30C
HARDESTY BENJAMIN P
6116 STATE RT 764
WHITESVILLE, KY 72378

G1 PARCEL ID: 20-30D
HOWARD JAMES LEE
6187 STATE RTE 764
WHITESVILLE, KY 42378

H1 PARCEL ID: 20-30A
HOWARD JAMES LEE
6187 STATE RTE 764
WHITESVILLE, KY 42378

I1 PARCEL ID: 20-30B
CHAPMAN VICKIE
6151 STATE RT 764
WHITESVILLE, KY 42378

J1 PARCEL ID: 20-30
GRAY PAUL DAVID & DIANNA LYNN
1460 BONDS MILL RD
LAWRENCEBURG, KY 40342

K1 PARCEL ID: 20-31C
MARTIN WILLIAM T & SCOTTI
6085 STATE RT 764
WHITESVILLE, KY 42378

L1 PARCEL ID: 20-31C-1 & 31B-1
HICKEY JEFF & YVONNE
198 STATE RTE 762
WHITESVILLE, KY 42378

M1 PARCEL ID: 20-31B-1A
BOONE TIMOTHY H & TERESA L
150 STATE RTE 762
WHITESVILLE, KY 42378

N1 PARCEL ID: 20-33B
AMBROSE BARRON
95 STATE RTE 762
WHITESVILLE, KY 42378

O1 PARCEL ID: 20-32
NICELY FRANK
49 STATE RTE 762
WHITESVILLE, KY 42378

P1 PARCEL ID: 38-11
LEROY'S LAND SALES INC
2289 TAFFY RD
HARTFORD, KY 42347

Q1 PARCEL ID: 38-10A
STEARSMAN GARY NEAL & MARY SUE
5970 KY 764
WHITESVILLE, KY 42378

R1 PARCEL ID: 38-10
STEARSMAN GARY N
5970 KY 764
WHITESVILLE, KY 42378

S1 PARCEL ID: 38-9
STEARSMAN JERRY W
5960 HWY 764
WHITESVILLE, KY 42378

T1 PARCEL ID: 38-8
WILSON DAVID & DELENE
5946 KY 764
WHITESVILLE, KY 42378

U1 PARCEL ID: 38-4A
WRIGHT HENRY J
5930 STATE RT 764
WHITESVILLE, KY 42378

V1 PARCEL ID: 38-4
RUMAGE JEFFREY & JUDY
5908 STATE RT 764
WHITESVILLE, KY 42378

W1 PARCEL ID: 20-34-3 & 20-33A
MORGAN ANTHONY L
5855 STATE RT 764
WHITESVILLE, KY 42378

X1 PARCEL ID: 20-34
MORGAN ADAM C
150 KATES HILL LN
BEAVER DAM, KY 42320

Y1 PARCEL ID: 38-1
STONE DONALD & TONI Y
206 COTTON LANE
WHITESVILLE, KY 42378

Z1 PARCEL ID: 38-1A
MACLEOD HEATHER M
5722 STATE RT 764
WHITESVILLE, KY 42378

A2 PARCEL ID: 20-36B
HOWARD RICHARD
5721 STATE RT 764
WHITESVILLE, KY 764

B2 PARCEL ID: 20-36B-1, 2, & 3
WORTHINGTON RAY L & GLENDA J
6540 TODD BRIDGE RD
OWENSBORO, KY 42301

C2 PARCEL ID: 20-37
BROOKS LONNIE JR & ANNA
P.O. BOX 48
WHITESVILLE, KY 42378

D2 PARCEL ID: 20-18
KARN FARMS LAND LLC
201 WESTERFIELD LN
PHILPOT, KY 42366

E2 PARCEL ID: 20-18A-1
HALL RICHARD L & OLETTA K
1100 STATE RTE 762
WHITESVILLE, KY 42378

F2 PARCEL ID: 20-17A
RHODES KEVIN RUSSELL & MONICA
1586 STATE RT 762
WHITESVILLE, KY 42378

G2 PARCEL ID: 20-21A
HORTON RODNEY
35 GRASSY LANE
WHITESVILLE, KY 42378

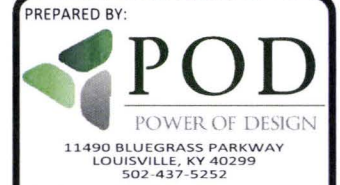
H2 PARCEL ID: 20-21A-1
BRADEN JERRY L & CAROL K
95 GRASSY LANE
WHITESVILLE, KY 42378

I2 PARCEL ID: 20-21A-2
BLINCOE TIMOTHY E
1510 DANIELS LN
OWENSBORO, KY 42303

J2 PARCEL ID: 20-16
SMITH WATKINS HEIRS c/o JOHN W KARN
1037 MYRON HOWARD LN
WHITESVILLE, KY 42378

O2 PARCEL ID: 20-15
HOWARD JOE
c/o WILLIAM BENNINGFIELD
P.O. BOX 178
ELLETTTSVILLE, IN 47429

P2 PARCEL ID: 20-10 ET AL
KARN FARMS LAND LLC
201 WESTERFIELD LN
PHILPOT, KY 42366



EXHIBIT

REV.	DATE	DESCRIPTION
A	11.26.18	ISSUED FOR REVIEW

SITE INFORMATION:
BELL RUN
6235 STATE RT 764
WHITESVILLE, KY 42378
OHIO COUNTY

TAX PARCEL NUMBER:
20-14 ETAL

PROPERTY OWNER:
FRED MARKSBERRY, JR. AND
THE FRED AND THELMA M.
MARKSBERRY TRUST
6235 STATE RT 764
WHITESVILLE, KY 42378

SOURCE OF TITLE:
DEED BOOK 415, PAGE 71
DEED BOOK 345, PAGE 709

SITE NUMBER:
KYLO3666

POD NUMBER: 17-14421
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 6.19.17
PLAT DATE: 11.14.18

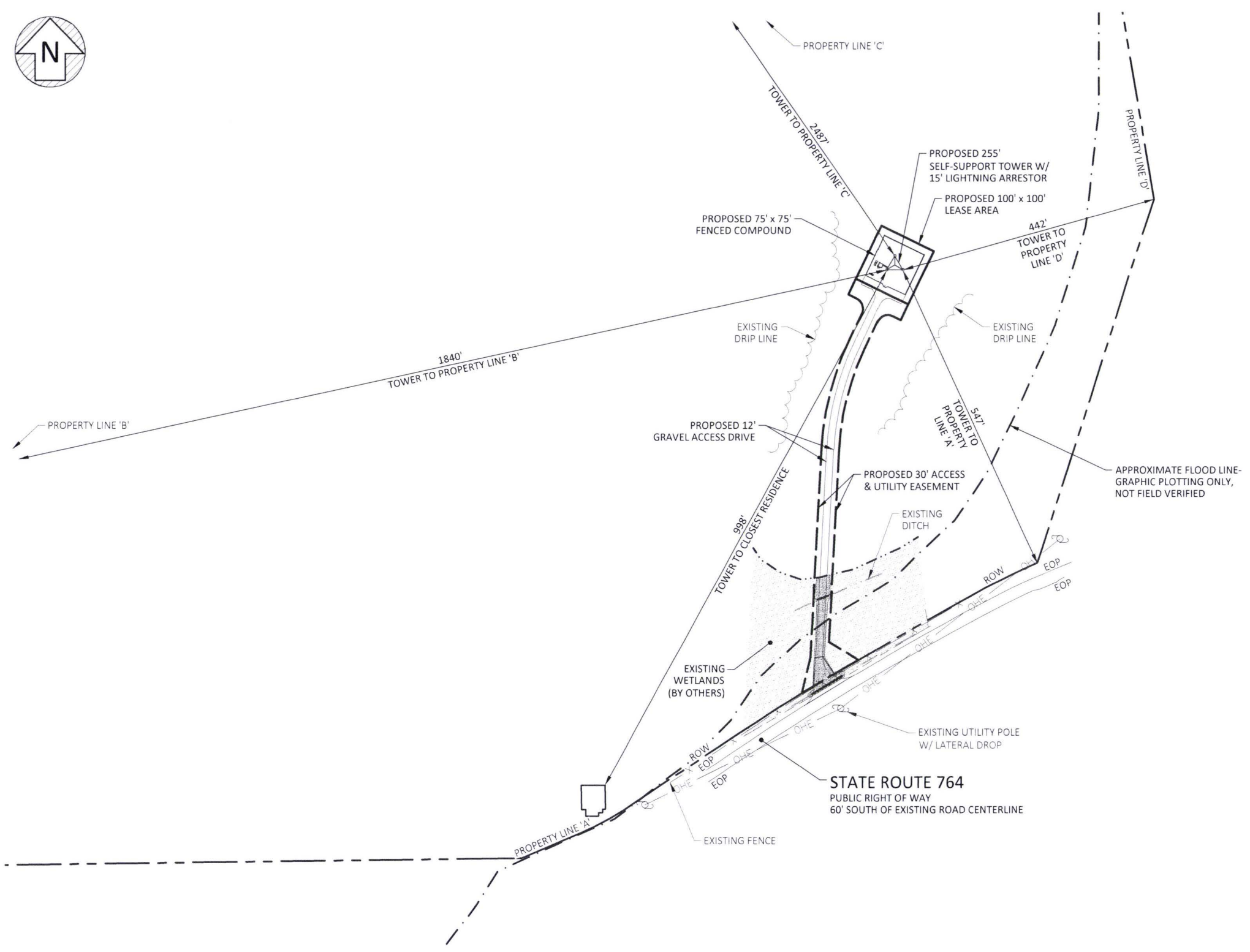
SHEET TITLE:
**500' RADIUS AND
ABUTTERS MAP**

SHEET NUMBER:
B-2.1

CERTIFICATE


I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.

Mark Patterson 1/3/2019
MARK PATTERSON, PLS #3136 DATE

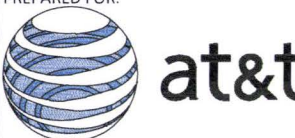


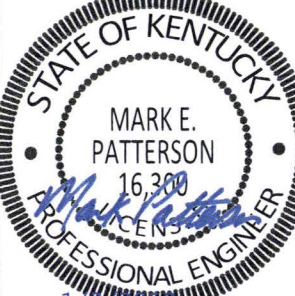
APPROXIMATE FLOOD LINE-
GRAPHIC PLOTTING ONLY,
NOT FIELD VERIFIED

STATE ROUTE 764
PUBLIC RIGHT OF WAY
60' SOUTH OF EXISTING ROAD CENTERLINE

PREPARED BY:

 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:


PREPARED FOR:


STATE OF KENTUCKY

 MARK E. PATTERSON
 16,300
 PROFESSIONAL ENGINEER
 1/3/18
 EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	11.19.17	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL

SITE INFORMATION:
BELL RUN
 6235 STATE ROUTE 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14418

DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 11.19.18

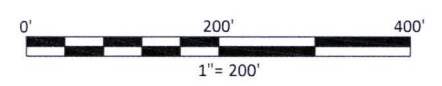
SHEET TITLE:

OVERALL SITE LAYOUT






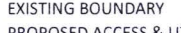

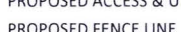

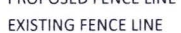


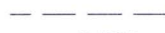

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C-1

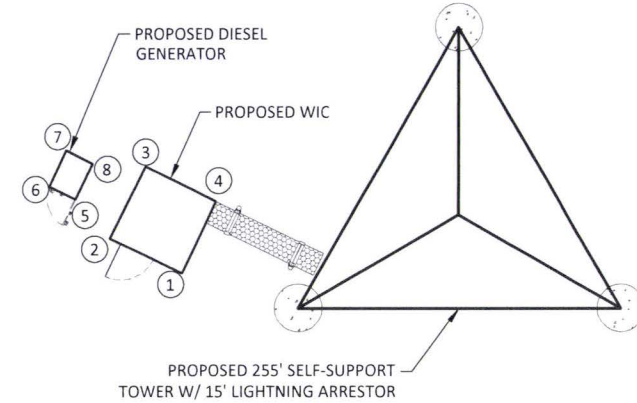
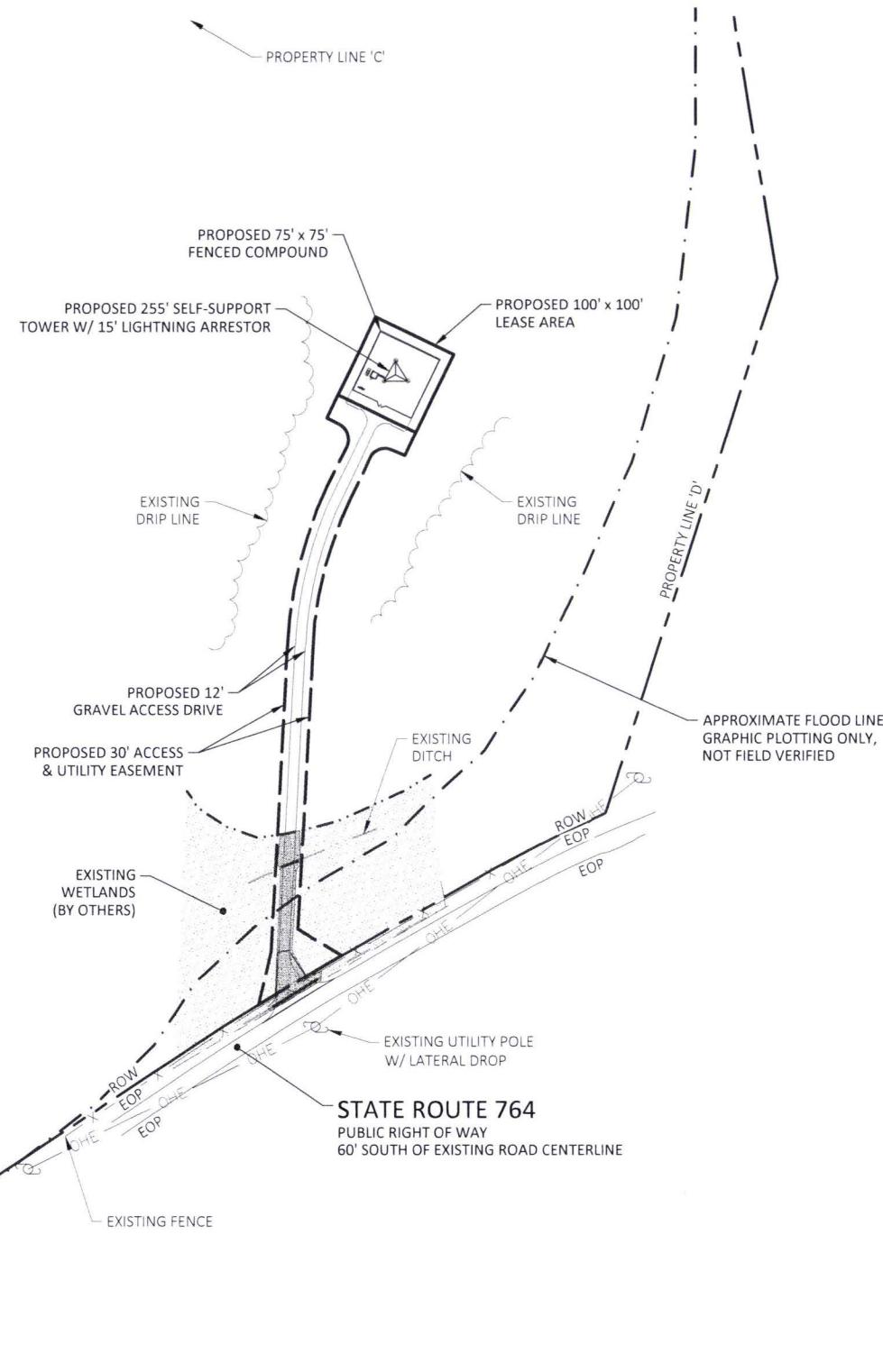
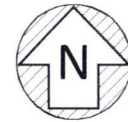


Know what's below.
 Call before you dig.
 Call Monday thru Friday - 7 am. to 6 pm.
1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



LEGEND

	UTILITY POLE		ROW RIGHT OF WAY
	EOP		EOP EDGE OF PAVEMENT
	EXISTING BOUNDARY		PROPOSED ACCESS & UTILITY EASEMENT
	PROPOSED FENCE LINE		EXISTING FENCE LINE
	EXISTING FENCE LINE		EXISTING RIGHT OF WAY
	EXISTING RIGHT OF WAY		EXISTING UTILITY EASEMENT
	EXISTING OVERHEAD ELECTRIC & TELEPHONE		EXISTING GRAVEL



PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	567'
B	2	1826'
C	3	2494'
D	4	405'
A	5	576'
B	6	1821'
C	7	2491'
D	8	416'

EQUIPMENT ENLARGEMENT
NOT TO SCALE

PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:

PREPARED FOR:

STATE OF KENTUCKY

 MARK E. PATTERSON
 16,300
 1/3/18
 PROFESSIONAL ENGINEER
 EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	11.19.17	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL

SITE INFORMATION:
BELL RUN
 6235 STATE ROUTE 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

SITE NUMBER:
KYL03666

POD NUMBER: 17-14418

DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 11.19.18

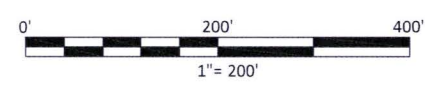
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OVERALL SITE LAYOUT -CONT'D

SHEET NUMBER:
C-2



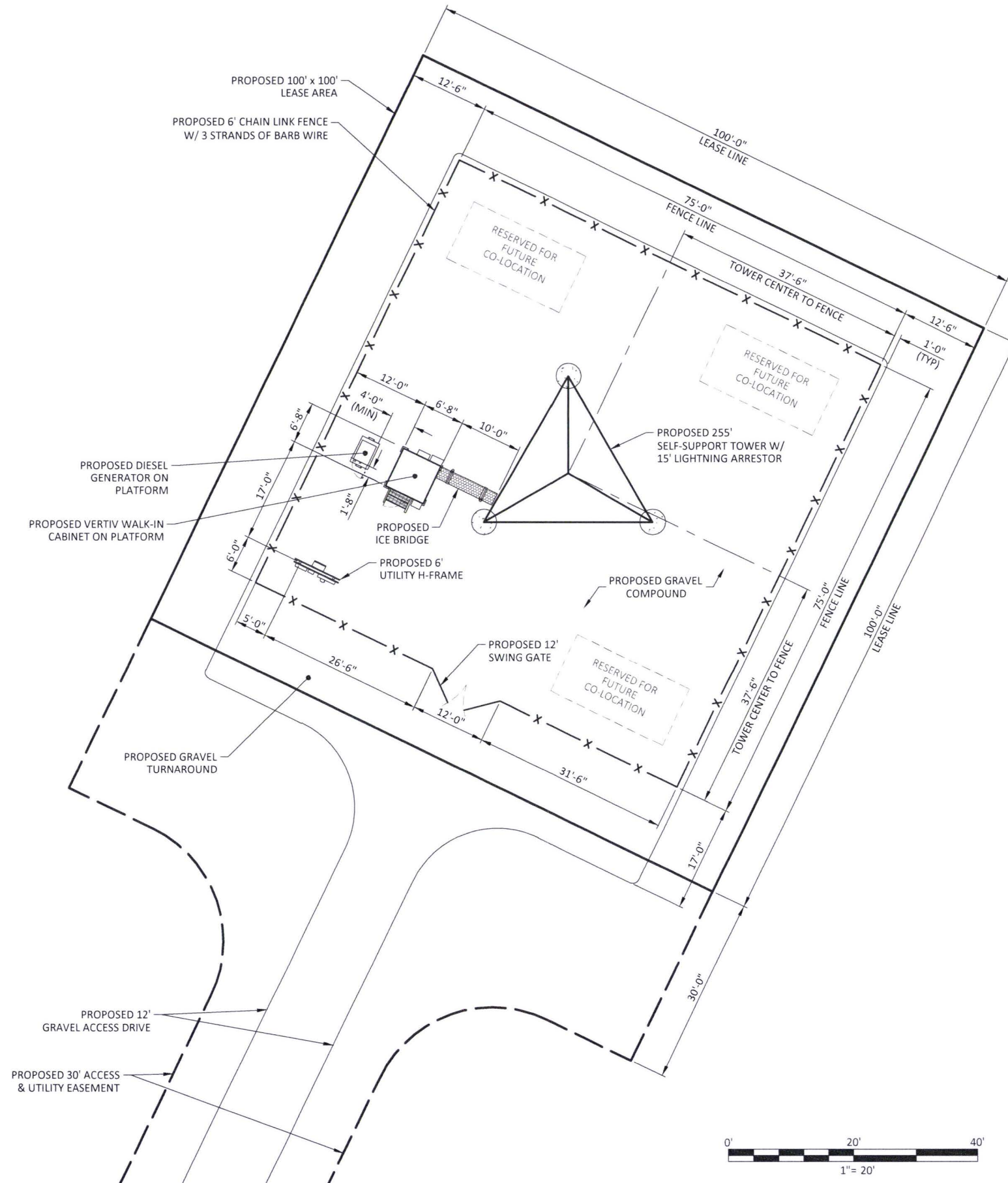
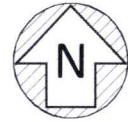
Know what's below.
 Call before you dig.
 Call Monday thru Friday - 7 am. to 6 pm.
1-800-752-6007


PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW
 TO EXCAVATE WITHOUT NOTIFYING THE
 UNDERGROUND LOCATION SERVICE TWO (2)
 WORKING DAYS BEFORE COMMENCING WORK.




LEGEND

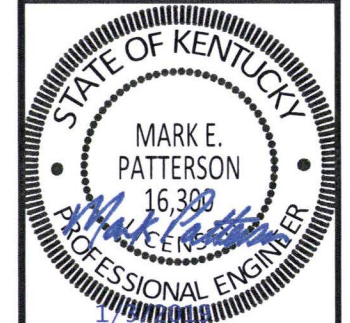
	UTILITY POLE		ROW RIGHT OF WAY
	EOP EDGE OF PAVEMENT		EXISTING BOUNDARY
	PROPOSED ACCESS & UTILITY EASEMENT		PROPOSED FENCE LINE
	EXISTING FENCE LINE		EXISTING RIGHT OF WAY
	EXISTING UTILITY EASEMENT		EXISTING OVERHEAD ELECTRIC & TELEPHONE
	EXISTING GRAVEL		



PREPARED BY:

POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:


PREPARED FOR:




EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	11.19.17	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL

SITE INFORMATION:

BELL RUN
 6235 STATE ROUTE 764
 WHITESVILLE, KY 42378

OHIO COUNTY

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14418

DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 11.19.18

SHEET TITLE:

ENLARGED COMPOUND LAYOUT

SHEET NUMBER:

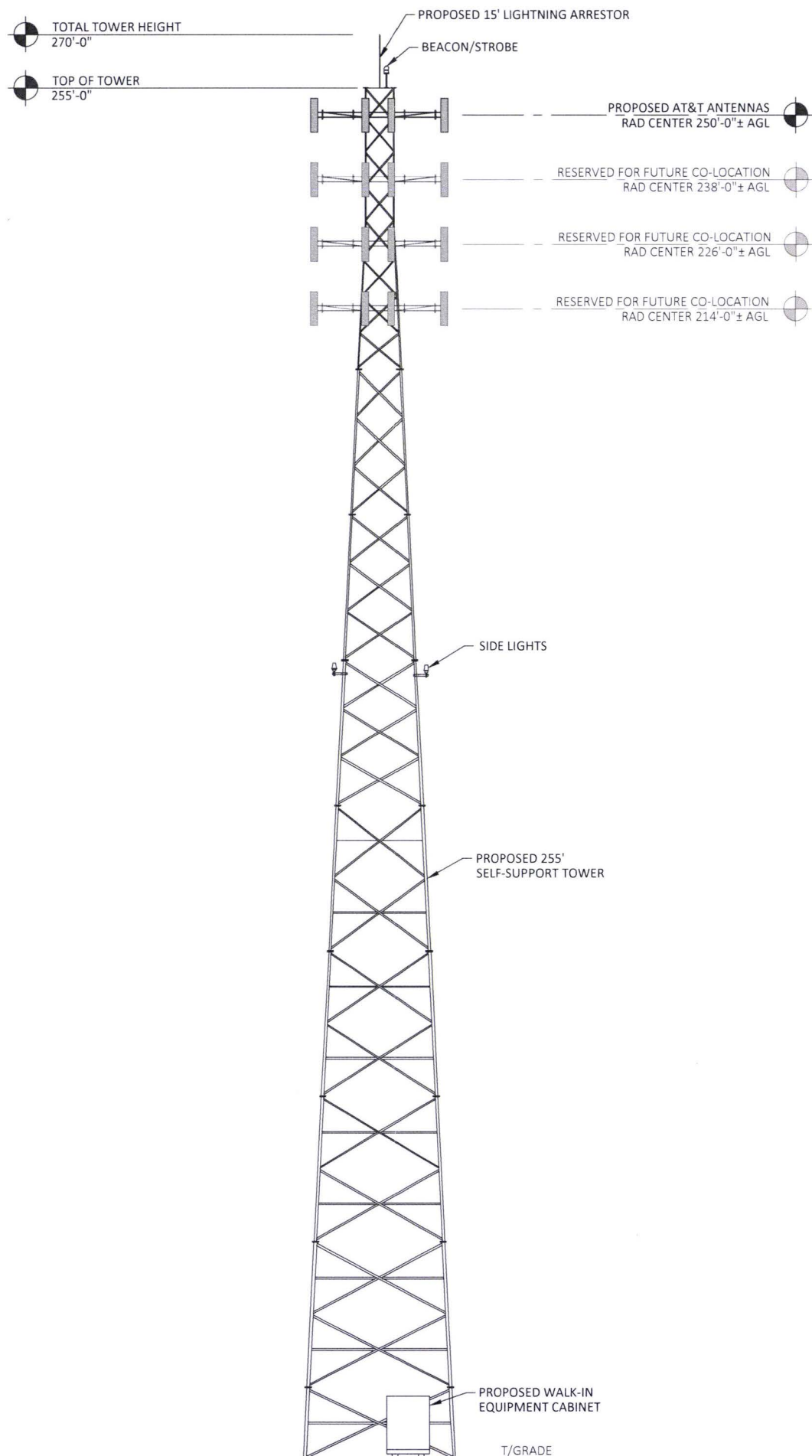
C-3




Know what's below.
 Call before you dig.
 Call Monday thru Friday - 7 am. to 6 pm.
1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.


TOWER NOTES:

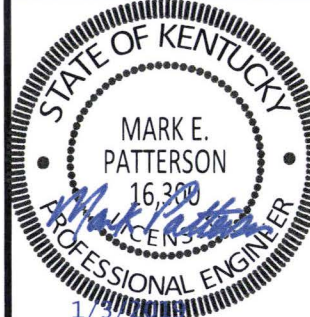
1. THE PROPOSED TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE DESIGNED BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. SEE TOWER MANUFACTURER'S DRAWINGS FOR TOWER AND FOUNDATION DETAILS & SPECIFICATIONS.
4. MANUFACTURER'S DRAWINGS SUPERCEDE A&E DRAWINGS.



PREPARED BY:

 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:


PREPARED FOR:


STATE OF KENTUCKY

 MARK E. PATTERSON
 16,300
 PROFESSIONAL ENGINEER
 1/3/19
 EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	11.19.17	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL

SITE INFORMATION:
BELL RUN
 6235 STATE ROUTE 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14418
 DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 11.19.18

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:
C-4

EXHIBIT C
TOWER AND FOUNDATION DESIGN



December 20th, 2018

Kentucky Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

RE: Site Name – Bell Run
Proposed Cell Tower
37 36 07.58 North Latitude, 86 55 14.02 West Longitude

Dear Commissioners:

The Project / Construction Manager for the proposed new communications facility will be Don Murdock. His contact information is (615) 207-8280 or Don.Murdock@mastec.com

Don has been in the industry completing civil construction and constructing towers since 2009. He has worked at Mastec Network Solutions since 2009 completing project and construction management on new site build projects.

Thank you,

A handwritten signature in black ink, appearing to read "Don Murdock". The signature is fluid and cursive.

Don Murdock, Sr. Project Manager – Tennessee/Kentucky Market
MasTec Network Solutions
(615) 207-8280



Structural Design Report
255' S3TL Series HD1 Self-Supporting Tower
Site: Bell Run, KY

Prepared for: AT&T
by: Sabre Towers & Poles™

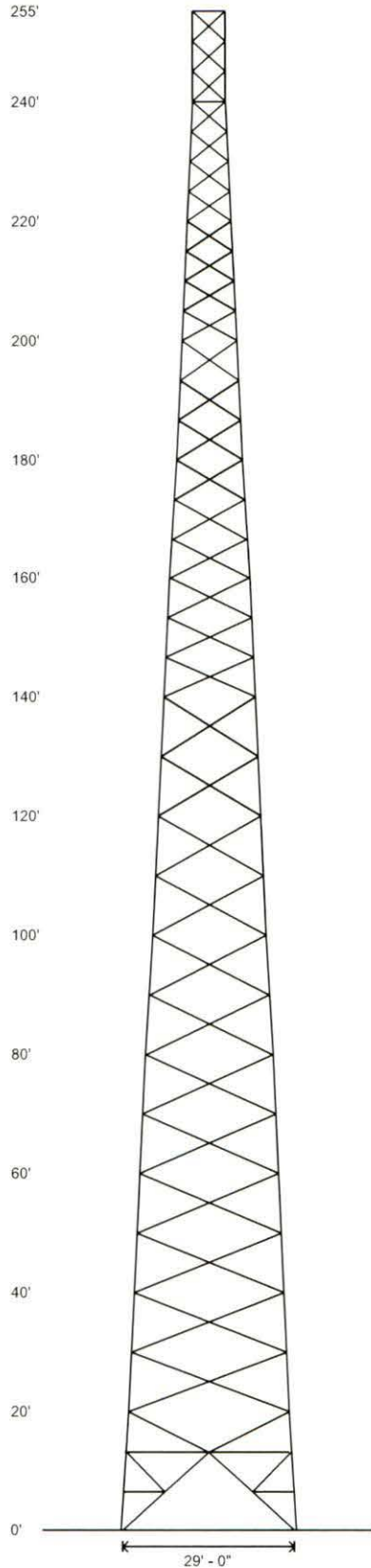
Job Number: 423537

December 13, 2018

Tower Profile.....	1
Foundation Design Summary (Preliminary) (Option 1).....	2
Foundation Design Summary (Preliminary) (Option 2).....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-22



Legs	8.625 OD X .500		5.563 OD X .500		A	L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16		D	L 2 X 2 X 3/16		E													
Diagonals	L 4 X 4 X 1/4		L 3 1/2 X 3 1/2 X 1/4		G	L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16		H	L 2 X 2 X 3/16		H													
Horizontals	L 4 X 4 X 1/4		L 3 1/2 X 3 1/2 X 1/4		NONE	L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16		J	L 2 X 2 X 3/16		NONE													
Internals	L 4 X 4 X 1/4		L 3 1/2 X 3 1/2 X 1/4		NONE	L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16			L 2 X 2 X 3/16		H													
Sub-Diagonals	L 4 X 4 X 1/4		L 3 1/2 X 3 1/2 X 1/4		NONE	L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16			L 2 X 2 X 3/16															
Sub-Horizontals	L 4 X 4 X 1/4		L 3 1/2 X 3 1/2 X 1/4		NONE	L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16			L 2 X 2 X 3/16															
Brace Bolts	(2) 3/4"		(2) 5/8"		(1) 3/4"	(1) 3/4"		(2) 5/8"		(1) 5/8"			(1) 5/8"															
Top Face Width	27'		25'		21'	19'		17'		15'		13'		11'		9'		7'		5'								
Panel Count/Height	N		O		12 @ 10'		9 @ 6.6667'		2849		3145		3384		4518		4654		5013		5253		5406		6245		6245	
Section Weight	6245		5406		5013		4654		4518		3384		3145		2849		2211		1900		1207		1207		565		565	



Designed Appurtenance Loading

Elev	Description	Tx-Line
260	(1) Extendible Lightning Rod	
250	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
238	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
226	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
214	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	106 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	1

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	81.14	Shear (kips)	49.7
Axial (kips)	241.1	Compression (kips)	545
Moment (ft-kips)	12882	Uplift (kips)	472
Torsion (ft-kips)	33.57		

Material List

Display	Value
A	8.625 OD X .322
B	5.563 OD X .375
C	4.500 OD X .337
D	3.500 OD X .216
E	2.375 OD X .154
F	L 5 X 3 1/2 X 1/4 (SLV)
G	L 3 1/2 X 3 X 1/4 (SLV)
H	L 2 X 2 X 1/8
I	L 4 X 4 X 1/4
J	L 2 X 2 X 3/16
K	L 3 X 3 X 1/4
L	L 3 X 3 X 3/16
M	L 2 1/2 X 2 1/2 X 1/4
N	1 @ 13.333'
O	1 @ 6.667'

Notes

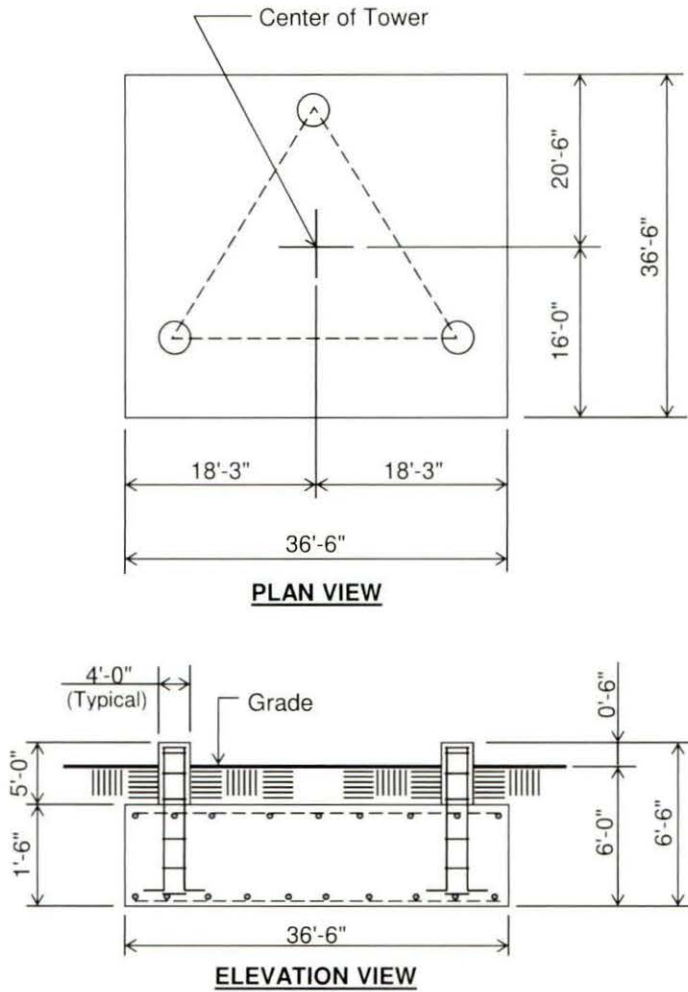
- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) Tower Rating: 99.48%

	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0814	Job: 423537 Customer: AT&T Site Name: Bell Run, KY Description: 255' S3TL Date: 12/13/2018 By: REB
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	

Customer: AT&T
Site: Bell Run, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



(81.0 cu. yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

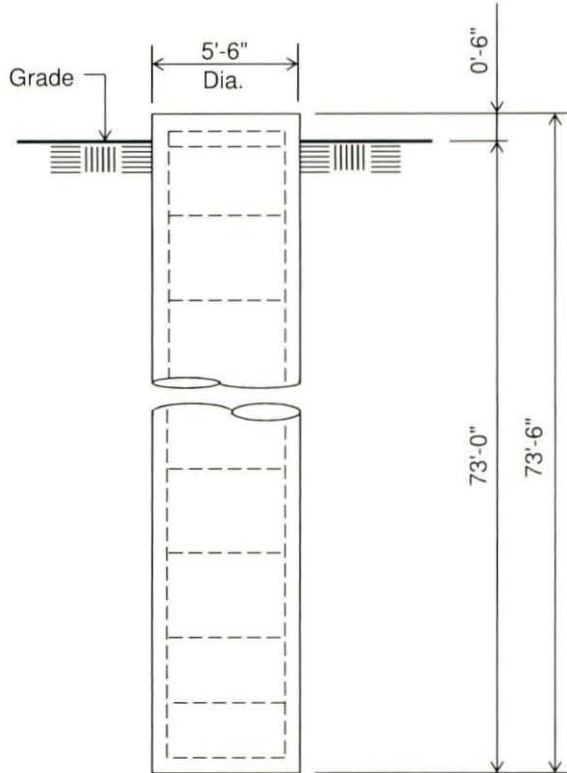
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:
Factored download (kips) = 95.13
Factored overturn (kip-ft) = 12,882.30
Factored shear (kips) = 81.14
- 7) 4.5' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
Pier	(22) #7 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(68) #10 horizontal rebar evenly spaced each way top and bottom. (272 total)
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 8.5" max. projection above concrete.	

Customer: AT&T
Site: Bell Run, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



Notes:

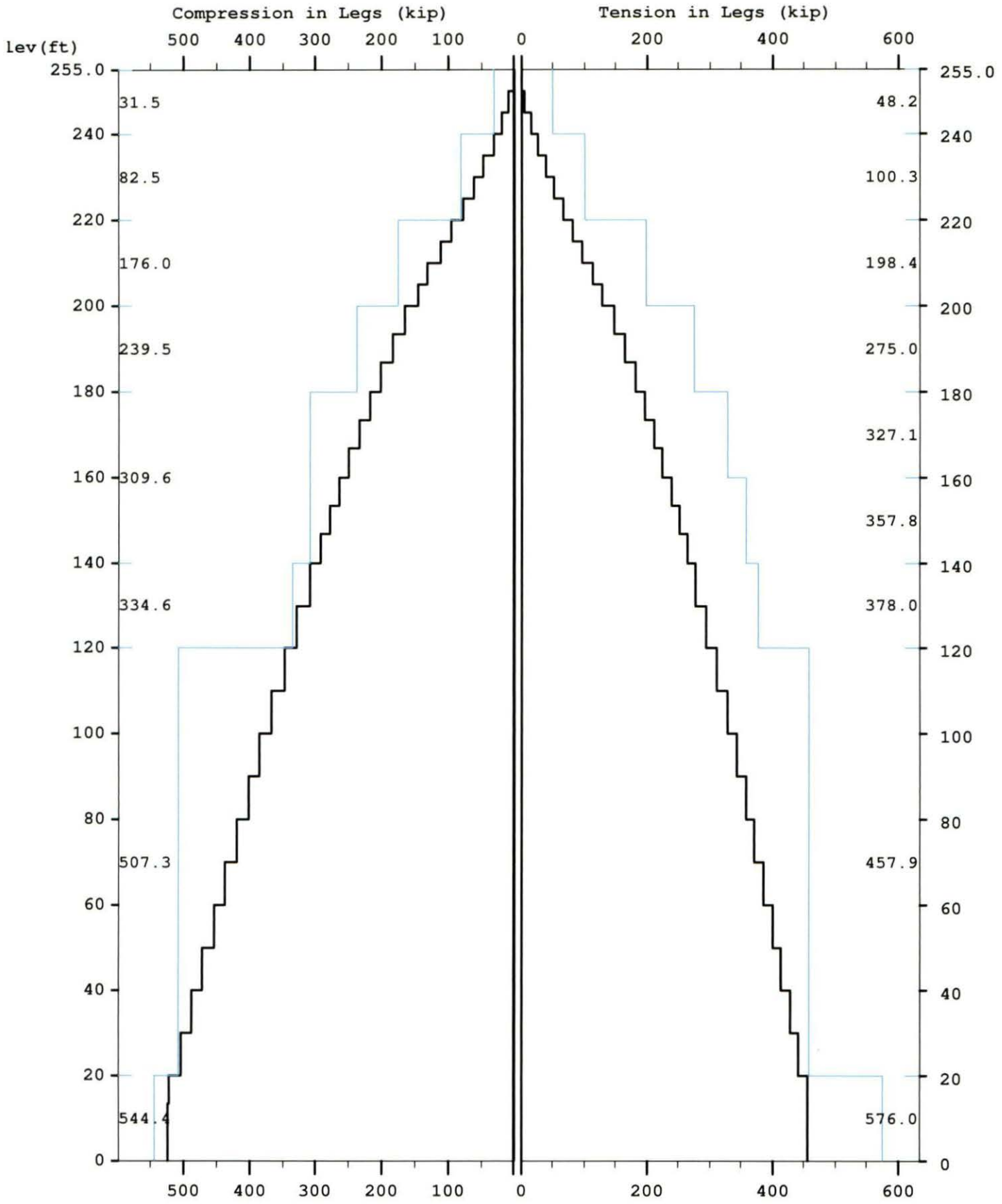
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- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) The foundation is based on the following factored loads:
Factored uplift (kips) = 472.00
Factored download (kips) = 545.00
Factored shear (kips) = 50.00
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

ELEVATION VIEW

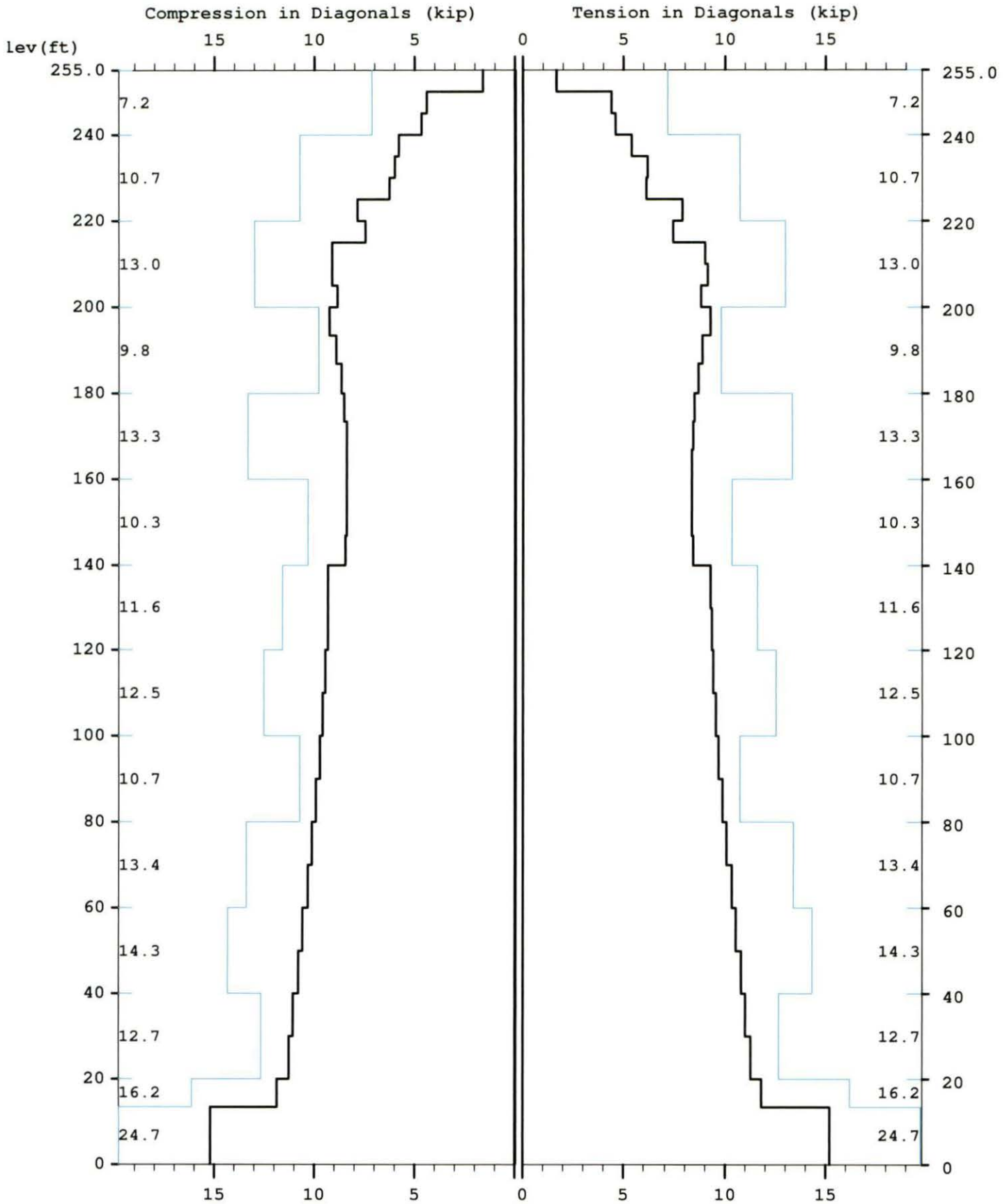
(64.7 cu. yds.)
(3 REQUIRED; NOT TO SCALE)

Rebar Schedule per Pier	
Pier	(30) #7 vertical rebar w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
	(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 8.5" max. projection above concrete.

Maximum

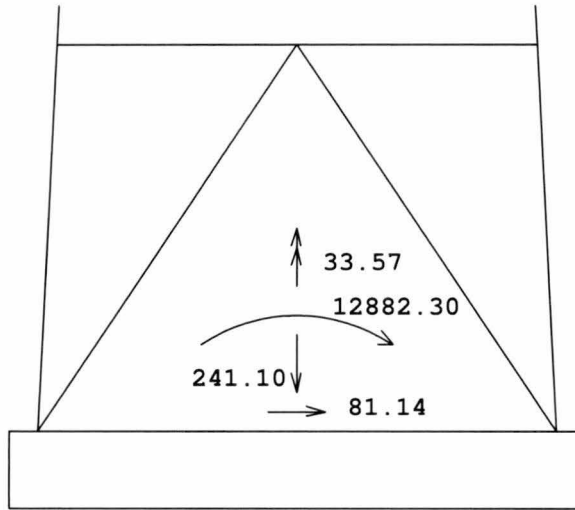


Maximum

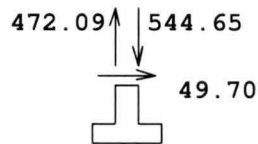
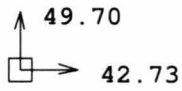


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Latticed Tower Analysis (Unguyed)
 Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 13 dec 2018 at: 9:55:59

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	250.00	255.00	5.00	5.00	5.00
X	3	240.00	250.00	5.00	5.00	5.00
X	3	235.00	240.00	5.50	5.00	5.00
X	3	220.00	235.00	7.00	5.50	5.00
X	3	200.00	220.00	9.00	7.00	5.00
X	3	180.00	200.00	11.00	9.00	6.67
X	3	160.00	180.00	13.00	11.00	6.67
X	3	140.00	160.00	15.00	13.00	6.67
X	3	120.00	140.00	17.00	15.00	10.00
X	3	100.00	120.00	19.00	17.00	10.00
X	3	80.00	100.00	21.00	19.00	10.00
X	3	60.00	80.00	23.00	21.00	10.00
X	3	40.00	60.00	25.00	23.00	10.00
X	3	20.00	40.00	27.00	25.00	10.00
V	3	13.33	20.00	27.67	27.00	6.67
A	3	0.00	13.33	29.00	27.67	13.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	255.00	1.075	0.787	29000.	0.0000117
LE	220.00	240.00	2.228	0.787	29000.	0.0000117
LE	200.00	220.00	4.407	0.787	29000.	0.0000117
LE	180.00	200.00	6.111	0.787	29000.	0.0000117
LE	140.00	180.00	7.952	0.787	29000.	0.0000117
LE	120.00	140.00	8.399	0.787	29000.	0.0000117
LE	0.00	120.00	12.763	0.787	29000.	0.0000117
DI	240.00	255.00	0.484	0.626	29000.	0.0000117
DI	220.00	240.00	0.715	0.626	29000.	0.0000117
DI	180.00	220.00	0.902	0.626	29000.	0.0000117
DI	140.00	180.00	1.090	0.626	29000.	0.0000117
DI	120.00	140.00	1.562	0.626	29000.	0.0000117
DI	80.00	120.00	1.688	0.626	29000.	0.0000117
DI	13.33	80.00	1.938	0.626	29000.	0.0000117
DI	0.00	13.33	2.062	0.626	29000.	0.0000117
HO	250.00	255.00	0.484	0.626	29000.	0.0000117
HO	235.00	240.00	0.715	0.626	29000.	0.0000117
HO	0.00	13.33	1.938	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
250.0	255.0	31.48	48.15	7.16	7.16	5.82	5.82	0.00	0.00
240.0	250.0	31.48	48.15	7.16	7.16	0.00	0.00	0.00	0.00
235.0	240.0	82.52	100.35	10.74	10.74	8.46	8.46	0.00	0.00
220.0	235.0	82.52	100.35	10.74	10.74	0.00	0.00	0.00	0.00
200.0	220.0	175.98	198.45	13.03	13.03	0.00	0.00	0.00	0.00
180.0	200.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
160.0	180.0	309.64	327.10	13.34	13.34	0.00	0.00	0.00	0.00
140.0	160.0	309.64	357.75	10.34	10.34	0.00	0.00	0.00	0.00
120.0	140.0	334.65	378.00	11.62	11.62	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
80.0	100.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00

						423537			
60.0	80.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00
40.0	60.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
20.0	40.0	507.33	457.90	12.68	12.68	0.00	0.00	0.00	0.00
13.3	20.0	544.40	576.00	16.16	16.16	0.00	0.00	0.00	0.00
0.0	13.3	544.40	576.00	24.72	24.72	15.60	15.60	7.41	7.41

=====
 * Only 3 condition(s) shown in full
 * Some wind loads may have been derived from full-scale wind tunnel testing
 =====

LOADING CONDITION A =====

106 mph Ultimate wind with no ice. wind Azimuth: 0

MAST LOADING
 =====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.19	0.15	0.00	0.00
C	250.0	0.00	0.0	0.0	8.49	7.20	0.00	0.00
C	238.0	0.00	0.0	0.0	6.32	4.80	0.00	0.00
C	226.0	0.00	0.0	0.0	6.25	4.80	0.00	0.00
C	214.0	0.00	0.0	0.0	6.18	4.80	0.00	0.00
D	255.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	250.0	0.00	42.0	0.0	0.11	0.06	0.06	0.08
D	240.0	0.00	42.0	0.0	0.11	0.06	0.06	0.08
D	240.0	0.00	64.4	0.0	0.14	0.11	0.06	0.09
D	235.0	0.00	64.4	0.0	0.14	0.11	0.06	0.09
D	235.0	0.00	79.5	0.0	0.14	0.11	0.06	0.10
D	230.0	0.00	79.5	0.0	0.14	0.11	0.06	0.10
D	230.0	0.00	83.3	0.0	0.15	0.12	0.05	0.08
D	225.0	0.00	83.3	0.0	0.15	0.12	0.05	0.08
D	225.0	0.00	92.0	0.0	0.17	0.14	0.04	0.05
D	220.0	0.00	92.0	0.0	0.17	0.14	0.04	0.05
D	220.0	0.00	89.2	0.0	0.19	0.18	0.05	0.05
D	215.0	0.00	89.2	0.0	0.19	0.18	0.05	0.05
D	215.0	0.00	353.1	0.0	0.19	0.20	0.01	0.04
D	210.0	0.00	353.1	0.0	0.19	0.20	0.01	0.04
D	210.0	0.00	322.3	0.0	0.20	0.20	0.02	0.03
D	200.0	0.00	322.2	0.0	0.20	0.21	0.02	0.03
D	200.0	0.00	322.4	0.0	0.20	0.22	0.02	0.03
D	180.0	0.00	321.9	0.0	0.20	0.22	0.02	0.03
D	180.0	0.00	322.4	0.0	0.21	0.26	0.02	0.03
D	160.0	0.00	321.9	0.0	0.21	0.26	0.02	0.03
D	160.0	0.00	322.4	0.0	0.21	0.26	0.02	0.03
D	140.0	0.00	322.0	0.0	0.22	0.27	0.02	0.03
D	140.0	0.00	322.4	0.0	0.20	0.28	0.02	0.03
D	120.0	0.00	322.2	0.0	0.21	0.28	0.02	0.03
D	120.0	0.00	322.4	0.0	0.21	0.34	0.02	0.03
D	60.0	0.00	322.3	0.0	0.22	0.38	0.02	0.03
D	60.0	0.00	322.4	0.0	0.21	0.38	0.02	0.03
D	40.0	0.00	322.3	0.0	0.21	0.39	0.02	0.03
D	40.0	0.00	322.4	0.0	0.20	0.39	0.02	0.02
D	20.0	0.00	322.3	0.0	0.20	0.40	0.02	0.03
D	20.0	0.00	322.4	0.0	0.16	0.37	0.02	0.02
D	13.3	0.00	322.4	0.0	0.16	0.37	0.02	0.02
D	13.3	0.00	322.4	0.0	0.19	0.46	0.02	0.02
D	0.0	0.00	322.4	0.0	0.19	0.46	0.02	0.02

LOADING CONDITION M =====

106 mph Ultimate wind with no ice. wind Azimuth: 0

MAST LOADING
 =====

LOAD	ELEV	APPLY..LOAD..AT	LOADFORCES.....MOMENTS.....
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TYPE	423537							
	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.19	0.12	0.00	0.00
C	250.0	0.00	0.0	0.0	8.49	5.40	0.00	0.00
C	238.0	0.00	0.0	0.0	6.32	3.60	0.00	0.00
C	226.0	0.00	0.0	0.0	6.25	3.60	0.00	0.00
C	214.0	0.00	0.0	0.0	6.18	3.60	0.00	0.00
D	255.0	0.00	180.0	0.0	0.06	0.03	0.00	0.00
D	250.0	0.00	180.0	0.0	0.06	0.03	0.00	0.00
D	250.0	0.00	42.0	0.0	0.11	0.04	0.04	0.08
D	240.0	0.00	42.0	0.0	0.11	0.04	0.04	0.08
D	240.0	0.00	64.4	0.0	0.14	0.08	0.04	0.09
D	235.0	0.00	64.4	0.0	0.14	0.08	0.04	0.09
D	235.0	0.00	79.5	0.0	0.14	0.08	0.04	0.10
D	230.0	0.00	79.5	0.0	0.14	0.08	0.04	0.10
D	230.0	0.00	83.3	0.0	0.15	0.09	0.04	0.08
D	225.0	0.00	83.3	0.0	0.15	0.09	0.04	0.08
D	225.0	0.00	92.0	0.0	0.17	0.11	0.03	0.05
D	220.0	0.00	92.0	0.0	0.17	0.11	0.03	0.05
D	220.0	0.00	89.2	0.0	0.19	0.13	0.04	0.05
D	215.0	0.00	89.2	0.0	0.19	0.13	0.04	0.05
D	215.0	0.00	351.6	0.0	0.19	0.15	0.01	0.04
D	200.0	0.00	316.7	0.0	0.20	0.15	0.02	0.03
D	200.0	0.00	322.4	0.0	0.20	0.16	0.02	0.03
D	180.0	0.00	321.9	0.0	0.20	0.17	0.02	0.03
D	180.0	0.00	322.4	0.0	0.21	0.19	0.02	0.03
D	160.0	0.00	321.9	0.0	0.21	0.20	0.02	0.03
D	160.0	0.00	322.4	0.0	0.21	0.20	0.02	0.03
D	140.0	0.00	322.0	0.0	0.22	0.20	0.02	0.03
D	140.0	0.00	322.4	0.0	0.20	0.21	0.02	0.03
D	120.0	0.00	322.2	0.0	0.21	0.21	0.02	0.03
D	120.0	0.00	322.4	0.0	0.21	0.26	0.02	0.03
D	60.0	0.00	322.3	0.0	0.22	0.28	0.02	0.03
D	60.0	0.00	322.4	0.0	0.21	0.29	0.02	0.03
D	40.0	0.00	322.3	0.0	0.21	0.29	0.02	0.03
D	40.0	0.00	322.4	0.0	0.20	0.29	0.02	0.02
D	20.0	0.00	322.3	0.0	0.20	0.30	0.02	0.03
D	20.0	0.00	322.4	0.0	0.16	0.28	0.02	0.02
D	13.3	0.00	322.4	0.0	0.16	0.28	0.02	0.02
D	13.3	0.00	322.4	0.0	0.19	0.34	0.02	0.02
D	0.0	0.00	322.4	0.0	0.19	0.34	0.02	0.02

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LOADING CONDITION Y =====

30 mph wind with 1.5 ice. Wind Azimuth: 0°

MAST LOADING
=====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT		LOAD AZIFORCES.....	MOMENTS.....	
		RADIUS ft	AZI		HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.04	0.30	0.00	0.00
C	250.0	0.00	0.0	0.0	1.24	18.22	0.00	0.00
C	238.0	0.00	0.0	0.0	1.50	12.11	0.00	0.00
C	226.0	0.00	0.0	0.0	1.47	12.07	0.00	0.00
C	214.0	0.00	0.0	0.0	1.45	12.03	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	250.0	0.00	42.0	0.0	0.01	0.25	0.22	0.01
D	240.0	0.00	42.0	0.0	0.01	0.25	0.22	0.01
D	240.0	0.00	69.8	0.0	0.02	0.38	0.20	0.01
D	235.0	0.00	69.8	0.0	0.02	0.38	0.20	0.01
D	235.0	0.00	89.5	0.0	0.02	0.38	0.21	0.01
D	230.0	0.00	89.5	0.0	0.02	0.38	0.21	0.01
D	230.0	0.00	91.0	0.0	0.02	0.41	0.18	0.01
D	225.0	0.00	91.0	0.0	0.02	0.41	0.18	0.01
D	225.0	0.00	86.8	0.0	0.02	0.49	0.12	0.00
D	220.0	0.00	86.8	0.0	0.02	0.49	0.12	0.00
D	220.0	0.00	84.3	0.0	0.02	0.55	0.13	0.00
D	215.0	0.00	84.3	0.0	0.02	0.55	0.13	0.00
D	215.0	0.00	345.5	0.0	0.02	0.61	0.05	0.00
D	210.0	0.00	345.5	0.0	0.02	0.61	0.05	0.00

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D	210.0	0.00	322.4	0.0	0.02	0.63	0.08	0.00
D	180.0	0.00	321.9	0.0	0.02	0.65	0.08	0.00
D	180.0	0.00	322.4	0.0	0.02	0.70	0.08	0.00
D	160.0	0.00	321.9	0.0	0.02	0.72	0.08	0.00
D	160.0	0.00	322.4	0.0	0.02	0.72	0.08	0.00
D	140.0	0.00	322.0	0.0	0.02	0.74	0.08	0.00
D	140.0	0.00	322.4	0.0	0.02	0.73	0.08	0.00
D	120.0	0.00	322.2	0.0	0.02	0.74	0.08	0.00
D	120.0	0.00	322.3	0.0	0.02	0.80	0.08	0.00
D	70.0	0.00	322.3	0.0	0.02	0.86	0.07	0.00
D	70.0	0.00	322.3	0.0	0.02	0.88	0.07	0.00
D	20.0	0.00	322.4	0.0	0.02	0.89	0.07	0.00
D	20.0	0.00	322.4	0.0	0.02	0.83	0.08	0.00
D	13.3	0.00	322.4	0.0	0.02	0.83	0.08	0.00
D	13.3	0.00	322.4	0.0	0.02	1.13	0.10	0.00
D	0.0	0.00	322.4	0.0	0.02	1.13	0.10	0.00

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MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		1.04 A	0.00 A
	0.77 S	1.64 G		
250.0	-----		0.17 G	0.00 A
	3.66 M	4.37 B		
245.0	-----		0.23 I	0.00 A
	15.13 M	4.60 N		
240.0	-----		0.34 C	0.00 A
	25.59 M	5.38 M		
235.0	-----		0.20 A	0.00 A
	39.18 M	6.17 B		
230.0	-----		0.09 A	0.00 A
	52.07 M	6.12 T		
225.0	-----		0.11 A	0.00 A
	65.84 M	7.86 B		
220.0	-----		0.19 A	0.00 A
	81.90 M	7.45 T		
215.0	-----		0.04 a	0.00 A
	95.83 M	9.02 N		
210.0	-----		0.20 A	0.00 A
	113.52 M	9.17 B		
205.0	-----		0.03 A	0.00 A
	128.62 M	8.83 N		
200.0	-----		0.18 A	0.00 A
	146.34 M	9.27 N		
193.3	-----		0.05 A	0.00 A
	163.69 M	8.91 T		
186.7	-----		0.15 A	0.00 A
	180.90 M	8.67 X		
180.0	-----		0.06 A	0.00 A
	196.03 M	8.51 R		
173.3	-----		0.10 A	0.00 A
	211.01 M	8.42 X		
166.7	-----		0.06 A	0.00 A
	224.63 M	8.37 X		
160.0	-----		0.09 A	0.00 A
	238.15 M	8.37 R		
153.3	-----		0.13 A	0.00 A
	250.67 M	8.38 V		
146.7	-----		0.08 A	0.00 A
	263.20 M	8.45 V		
140.0	-----		0.08 A	0.00 A
	277.65 M	9.30 V		
130.0	-----		0.14 A	0.00 A
	294.95 M	9.34 V		
120.0	-----		0.07 A	0.00 A
	311.09 M	9.42 P		
110.0	-----		0.08 A	0.00 A
	326.94 M	9.56 V		
100.0	-----		0.07 A	0.00 A
	342.06 M	9.71 P		
90.0	-----		0.07 A	0.00 A
	357.04 M	9.90 V		
80.0	-----		0.06 A	0.00 A
	371.48 M	10.10 P		
70.0	-----		0.07 A	0.00 A
	385.84 M	10.33 V		

60.0	-----			0.06 A	423537	0.00 A
	399.78 M	10.57 P				
50.0	-----			0.06 A		0.00 A
	413.64 M	10.80 V				
40.0	-----			0.04 O		0.00 A
	427.19 M	11.04 V				
30.0	-----			0.08 S		0.00 A
	440.59 M	11.26 P				
20.0	-----			0.15 A		0.00 A
	456.17 M	11.78 V				
13.3	-----			0.68 U		0.00 R
	455.10 M	15.18 V				
0.0	-----			0.00 A		0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		-1.05 G	0.00 A
	-0.94 A	-1.61 A		
250.0	-----		-0.16 M	0.00 A
	-8.19 G	-4.40 H		
245.0	-----		-0.15 O	0.00 A
	-19.86 G	-4.69 H		
240.0	-----		-0.24 U	0.00 A
	-32.03 G	-5.79 G		
235.0	-----		-0.13 S	0.00 A
	-47.90 G	-6.02 T		
230.0	-----		-0.08 S	0.00 A
	-61.42 G	-6.31 B		
225.0	-----		-0.06 S	0.00 A
	-78.21 G	-7.87 B		
220.0	-----		-0.17 S	0.00 A
	-94.88 G	-7.49 B		
215.0	-----		0.00 U	0.00 A
	-111.75 G	-9.13 G		
210.0	-----		-0.18 S	0.00 A
	-130.91 G	-9.16 N		
205.0	-----		-0.01 S	0.00 A
	-146.77 G	-8.88 H		
200.0	-----		-0.16 S	0.00 A
	-165.53 G	-9.28 H		
193.3	-----		-0.04 S	0.00 A
	-184.05 G	-8.95 B		
186.7	-----		-0.13 S	0.00 A
	-202.48 G	-8.69 F		
180.0	-----		-0.05 S	0.00 A
	-218.90 G	-8.55 L		
173.3	-----		-0.09 S	0.00 A
	-235.28 G	-8.45 F		
166.7	-----		-0.05 S	0.00 A
	-250.29 G	-8.41 L		
160.0	-----		-0.08 S	0.00 A
	-265.27 G	-8.39 L		
153.3	-----		-0.11 S	0.00 A
	-279.25 G	-8.43 J		
146.7	-----		-0.07 S	0.00 A
	-293.31 G	-8.46 J		
140.0	-----		-0.07 S	0.00 A
	-309.62 G	-9.36 D		
130.0	-----		-0.12 S	0.00 A
	-329.32 G	-9.37 D		
120.0	-----		-0.06 S	0.00 A
	-348.00 G	-9.47 J		
110.0	-----		-0.07 S	0.00 A
	-366.66 G	-9.60 D		
100.0	-----		-0.06 S	0.00 A
	-384.61 G	-9.76 J		
90.0	-----		-0.06 S	0.00 A
	-402.50 G	-9.94 J		
80.0	-----		-0.05 S	0.00 A
	-419.89 G	-10.15 J		
70.0	-----		-0.06 S	0.00 A

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60.0	-437.27 G	-10.38 D	-0.05 S	0.00 A
50.0	-454.30 G	-10.61 J	-0.05 S	0.00 A
40.0	-471.31 G	-10.85 D	-0.04 I	0.00 A
30.0	-488.06 G	-11.07 J	-0.09 A	0.00 A
20.0	-504.71 G	-11.29 J	-0.12 S	0.00 A
13.3	-523.23 G	-11.86 J	-0.84 C	0.00 F
0.0	-524.66 G	-15.23 J	0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	0.94	31.48	0.03	0.77	48.15	0.02
250.00	8.19	31.48	0.26	3.66	48.15	0.08
245.00	19.86	31.48	0.63	15.13	48.15	0.31
240.00	32.03	82.52	0.39	25.59	100.35	0.26
235.00	47.90	82.52	0.58	39.18	100.35	0.39
230.00	61.42	82.52	0.74	52.07	100.35	0.52
225.00	78.21	82.52	0.95	65.84	100.35	0.66
220.00	94.88	175.98	0.54	81.90	198.45	0.41
215.00	111.75	175.98	0.64	95.83	198.45	0.48
210.00	130.91	175.98	0.74	113.52	198.45	0.57
205.00	146.77	175.98	0.83	128.62	198.45	0.65
200.00	165.53	239.46	0.69	146.34	274.95	0.53
193.33	184.05	239.46	0.77	163.69	274.95	0.60
186.67	202.48	239.46	0.85	180.90	274.95	0.66
180.00	218.90	309.64	0.71	196.03	327.10	0.60
173.33	235.28	309.64	0.76	211.01	327.10	0.65
166.67	250.29	309.64	0.81	224.63	327.10	0.69
160.00	265.27	309.64	0.86	238.15	357.75	0.67
153.33	279.25	309.64	0.90	250.67	357.75	0.70
146.67	293.31	309.64	0.95	263.20	357.75	0.74
140.00	309.62	334.65	0.93	277.65	378.00	0.73
130.00	329.32	334.65	0.98	294.95	378.00	0.78
120.00	348.00	507.33	0.69	311.09	457.90	0.68
110.00	366.66	507.33	0.72	326.94	457.90	0.71
100.00	384.61	507.33	0.76	342.06	457.90	0.75
90.00	402.50	507.33	0.79	357.04	457.90	0.78
80.00	419.89	507.33	0.83	371.48	457.90	0.81
70.00	437.27	507.33	0.86	385.84	457.90	0.84

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60.00	454.30	507.33	0.90	399.78	457.90	0.87
50.00	471.31	507.33	0.93	413.64	457.90	0.90
40.00	488.06	507.33	0.96	427.19	457.90	0.93
30.00	504.71	507.33	0.99	440.59	457.90	0.96
20.00	523.23	544.40	0.96	456.17	576.00	0.79
13.33	524.66	544.40	0.96	455.10	576.00	0.79
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	1.61	7.16	0.23	1.64	7.16	0.23
250.00	4.40	7.16	0.61	4.37	7.16	0.61
245.00	4.69	7.16	0.66	4.60	7.16	0.64
240.00	5.79	10.74	0.54	5.38	10.74	0.50
235.00	6.02	10.74	0.56	6.17	10.74	0.57
230.00	6.31	10.74	0.59	6.12	10.74	0.57
225.00	7.87	10.74	0.73	7.86	10.74	0.73
220.00	7.49	13.03	0.57	7.45	13.03	0.57
215.00	9.13	13.03	0.70	9.02	13.03	0.69
210.00	9.16	13.03	0.70	9.17	13.03	0.70
205.00	8.88	13.03	0.68	8.83	13.03	0.68
200.00	9.28	9.84	0.94	9.27	9.84	0.94
193.33	8.95	9.84	0.91	8.91	9.84	0.91
186.67	8.69	9.84	0.88	8.67	9.84	0.88
180.00	8.55	13.34	0.64	8.51	13.34	0.64
173.33	8.45	13.34	0.63	8.42	13.34	0.63
166.67	8.41	13.34	0.63	8.37	13.34	0.63
160.00	8.39	10.34	0.81	8.37	10.34	0.81
153.33	8.43	10.34	0.81	8.38	10.34	0.81
146.67	8.46	10.34	0.82	8.45	10.34	0.82
140.00	9.36	11.62	0.81	9.30	11.62	0.80
130.00	9.37	11.62	0.81	9.34	11.62	0.80
120.00	9.47	12.53	0.76	9.42	12.53	0.75
110.00	9.60	12.53	0.77	9.56	12.53	0.76
100.00	9.76	10.73	0.91	9.71	10.73	0.91
90.00	9.94	10.73	0.93	9.90	10.73	0.92
80.00	10.15	13.43	0.76	10.10	13.43	0.75
70.00	10.38	13.43	0.77	10.33	13.43	0.77
60.00	10.61	14.31	0.74	10.57	14.31	0.74

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50.00	10.85	14.31	0.76	10.80	14.31	0.76
40.00	11.07	12.68	0.87	11.04	12.68	0.87
30.00	11.29	12.68	0.89	11.26	12.68	0.89
20.00	11.86	16.16	0.73	11.78	16.16	0.73
13.33	15.23	24.72	0.62	15.18	24.72	0.61
0.00						

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD COMPONENTS				TOTAL SHEAR
NORTH	EAST	DOWN	UPLIFT	
49.70 G	42.73 K	544.65 G	-472.09 M	49.70 G

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
81.1 S	77.3 J	81.1 S	241.1 h	12882.3 G	12351.4 J	12882.3 G	33.6 T

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Processed under license at:

Sabre Towers and Poles on: 13 dec 2018 at: 9:56:39

***** Service Load Condition *****

* Only 1 condition(s) shown in full
* Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

60 mph wind with no ice. wind Azimuth: 0

MAST LOADING

LOAD TYPE	ELEV ft	APPLY RADIUS ft	LOAD AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.06	0.13	0.00	0.00
C	250.0	0.00	0.0	0.0	2.84	6.00	0.00	0.00
C	238.0	0.00	0.0	0.0	2.12	4.00	0.00	0.00
C	226.0	0.00	0.0	0.0	2.09	4.00	0.00	0.00
C	214.0	0.00	0.0	0.0	2.07	4.00	0.00	0.00
D	255.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	250.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	250.0	0.00	42.0	0.0	0.04	0.05	0.05	0.03
D	240.0	0.00	42.0	0.0	0.04	0.05	0.05	0.03
D	240.0	0.00	64.4	0.0	0.05	0.09	0.05	0.03

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D	235.0	0.00	64.4	0.0	0.05	0.09	0.05	0.03
D	235.0	0.00	79.5	0.0	0.05	0.09	0.05	0.03
D	225.0	0.00	83.3	0.0	0.05	0.10	0.04	0.03
D	225.0	0.00	92.0	0.0	0.06	0.12	0.04	0.02
D	220.0	0.00	92.0	0.0	0.06	0.12	0.04	0.02
D	220.0	0.00	89.2	0.0	0.06	0.15	0.04	0.02
D	215.0	0.00	89.2	0.0	0.06	0.15	0.04	0.02
D	215.0	0.00	353.1	0.0	0.07	0.16	0.01	0.01
D	210.0	0.00	353.1	0.0	0.07	0.16	0.01	0.01
D	210.0	0.00	322.3	0.0	0.07	0.17	0.02	0.01
D	200.0	0.00	322.2	0.0	0.07	0.17	0.02	0.01
D	200.0	0.00	322.4	0.0	0.07	0.18	0.02	0.01
D	180.0	0.00	321.9	0.0	0.07	0.19	0.02	0.01
D	180.0	0.00	322.4	0.0	0.07	0.21	0.02	0.01
D	160.0	0.00	321.9	0.0	0.07	0.22	0.02	0.01
D	160.0	0.00	322.4	0.0	0.07	0.22	0.02	0.01
D	140.0	0.00	322.0	0.0	0.07	0.22	0.02	0.01
D	140.0	0.00	322.4	0.0	0.07	0.23	0.02	0.01
D	120.0	0.00	322.2	0.0	0.07	0.24	0.02	0.01
D	120.0	0.00	322.4	0.0	0.07	0.29	0.02	0.01
D	60.0	0.00	322.3	0.0	0.08	0.31	0.02	0.01
D	60.0	0.00	322.4	0.0	0.07	0.32	0.02	0.01
D	20.0	0.00	322.3	0.0	0.07	0.33	0.02	0.01
D	20.0	0.00	322.4	0.0	0.06	0.31	0.02	0.01
D	13.3	0.00	322.4	0.0	0.06	0.31	0.02	0.01
D	13.3	0.00	322.4	0.0	0.07	0.38	0.02	0.01
D	0.0	0.00	322.4	0.0	0.07	0.38	0.02	0.01

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MAXIMUM MAST DISPLACEMENTS:

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ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
255.0	1.151 G	1.107 J	0.017 G	0.583 G	0.561 J	0.031 L
250.0	1.100 G	1.058 J	0.016 G	0.584 G	0.562 J	0.031 L
245.0	1.048 G	1.008 J	0.016 G	0.578 G	0.556 J	0.030 L
240.0	0.998 G	0.959 J	0.015 G	0.559 G	0.538 J	0.029 L
235.0	0.948 G	0.912 J	0.015 G	0.546 G	0.525 J	0.028 L
230.0	0.901 G	0.866 J	0.014 G	0.528 G	0.507 J	0.027 L
225.0	0.855 G	0.822 J	0.014 G	0.505 G	0.486 J	0.026 L
220.0	0.811 G	0.779 J	0.013 G	0.479 G	0.461 J	0.024 L
215.0	0.769 G	0.739 J	0.013 G	0.464 G	0.447 J	0.023 L
210.0	0.728 G	0.700 J	0.012 G	0.448 G	0.431 J	0.022 L
205.0	0.689 G	0.662 J	0.012 G	0.430 G	0.413 J	0.022 L
200.0	0.651 G	0.626 J	0.011 G	0.410 G	0.394 J	0.021 L
193.3	0.603 G	0.580 J	0.011 G	0.390 G	0.376 J	0.019 L
186.7	0.557 G	0.535 J	0.011 G	0.369 G	0.356 J	0.018 L
180.0	0.514 G	0.494 J	0.010 G	0.348 G	0.335 J	0.017 L
173.3	0.473 G	0.455 J	0.010 G	0.331 G	0.319 J	0.016 L
166.7	0.435 G	0.418 J	0.009 G	0.314 G	0.302 J	0.015 H
160.0	0.398 G	0.382 J	0.009 G	0.297 G	0.285 J	0.015 H
153.3	0.363 G	0.349 J	0.009 G	0.279 G	0.269 J	0.014 H
146.7	0.331 G	0.318 J	0.008 G	0.262 G	0.252 J	0.013 H
140.0	0.300 G	0.288 J	0.008 G	0.244 G	0.235 J	0.012 H
130.0	0.258 G	0.248 J	0.007 G	0.219 G	0.210 J	0.011 H
120.0	0.221 G	0.212 J	0.007 G	0.194 G	0.186 J	0.010 H
110.0	0.187 G	0.180 J	0.006 G	0.177 G	0.170 J	0.010 H
100.0	0.157 G	0.150 J	0.006 G	0.161 G	0.154 J	0.009 H
90.0	0.129 G	0.123 J	0.005 G	0.144 G	0.139 J	0.008 H
80.0	0.103 G	0.099 J	0.005 G	0.128 G	0.123 J	0.007 H
70.0	0.081 G	0.078 J	0.004 G	0.112 G	0.108 J	0.006 H
60.0	0.062 G	0.059 J	0.004 G	0.096 G	0.092 J	0.005 H
50.0	0.045 G	0.043 J	0.003 G	0.080 G	0.077 J	0.004 H
40.0	0.031 G	0.029 J	0.003 G	0.064 G	0.061 J	0.003 H
30.0	0.017 G	0.017 J	0.002 F	0.048 G	0.046 J	0.002 H
20.0	0.006 G	0.006 J	0.001 F	0.031 G	0.030 J	0.001 H
13.3	0.003 G	0.003 J	0.001 F	0.021 G	0.020 J	0.001 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	----- 0.21 G	----- 0.56 G	0.35 A	0.00 A

ELEV	LEGS	DIAG	HORIZ	BRACE
250.0	0.00 A	1.47 H	0.06 G	0.00 A
245.0	3.61 A	1.53 B	0.10 I	0.00 A
240.0	6.61 A	1.69 A	0.15 C	0.00 A
235.0	10.48 A	2.12 B	0.09 A	0.00 A
230.0	14.66 A	2.00 H	0.03 A	0.00 A
225.0	18.34 A	2.63 B	0.05 A	0.00 A
220.0	23.58 A	2.48 H	0.07 A	0.00 A
215.0	27.34 A	2.98 B	0.01 C	0.00 A
210.0	32.84 A	3.07 H	0.08 A	0.00 A
205.0	37.71 A	2.94 B	0.02 A	0.00 A
200.0	43.39 A	3.10 H	0.07 A	0.00 A
193.3	48.94 A	2.97 H	0.02 A	0.00 A
186.7	54.42 A	2.91 L	0.06 A	0.00 A
180.0	59.20 A	2.85 F	0.02 A	0.00 A
173.3	63.90 A	2.83 F	0.04 A	0.00 A
166.7	68.15 A	2.81 L	0.02 A	0.00 A
160.0	72.36 A	2.81 F	0.03 A	0.00 A
153.3	76.24 A	2.81 J	0.05 A	0.00 A
146.7	80.12 A	2.85 J	0.03 A	0.00 A
140.0	84.57 A	3.12 J	0.03 A	0.00 A
130.0	89.86 A	3.15 J	0.06 A	0.00 A
120.0	94.74 A	3.18 J	0.03 A	0.00 A
110.0	99.44 A	3.23 J	0.03 A	0.00 A
100.0	103.90 A	3.29 J	0.03 A	0.00 A
90.0	108.31 A	3.36 J	0.03 A	0.00 A
80.0	112.53 A	3.43 J	0.02 A	0.00 A
70.0	116.72 A	3.52 J	0.03 A	0.00 A
60.0	120.75 A	3.60 J	0.02 A	0.00 A
50.0	124.75 A	3.68 J	0.02 A	0.00 A
40.0	128.62 A	3.77 J	0.01 C	0.00 A
30.0	132.46 A	3.85 D	0.02 G	0.00 A
20.0	137.19 A	4.02 J	0.06 A	0.00 A
13.3	136.00 A	5.20 J	0.21 I	0.00 K
0.0			0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV	LEGS	DIAG	HORIZ	BRACE
255.0			-0.36 G	0.00 A

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250.0	-0.37 A	-0.54 A	-0.05 A	0.00 A
245.0	-4.02 G	-1.49 B	-0.03 C	0.00 A
240.0	-7.99 G	-1.61 H	-0.04 I	0.00 A
235.0	-12.53 G	-2.05 G	-0.02 G	0.00 A
230.0	-18.47 G	-1.97 H	-0.02 G	0.00 A
225.0	-23.15 G	-2.17 B	0.00 G	0.00 A
220.0	-29.59 G	-2.64 H	-0.05 G	0.00 A
215.0	-35.30 G	-2.52 B	0.00 A	0.00 A
210.0	-41.73 G	-3.08 G	-0.05 G	0.00 A
205.0	-48.50 G	-3.06 B	0.00 A	0.00 A
200.0	-53.97 G	-2.99 H	-0.04 G	0.00 A
193.3	-60.46 G	-3.11 H	-0.01 G	0.00 A
186.7	-66.91 G	-3.01 H	-0.04 G	0.00 A
180.0	-73.35 G	-2.93 F	-0.01 G	0.00 A
173.3	-79.13 G	-2.88 L	-0.03 G	0.00 A
166.7	-84.92 G	-2.85 F	-0.01 G	0.00 A
160.0	-90.26 G	-2.84 F	-0.02 G	0.00 A
153.3	-95.60 G	-2.83 F	-0.03 G	0.00 A
146.7	-100.60 G	-2.85 J	-0.02 G	0.00 A
140.0	-105.64 G	-2.86 J	-0.02 G	0.00 A
130.0	-111.51 G	-3.18 J	-0.03 G	0.00 A
120.0	-118.64 G	-3.18 J	-0.02 G	0.00 A
110.0	-125.49 G	-3.23 J	-0.02 G	0.00 A
100.0	-132.39 G	-3.27 J	-0.01 G	0.00 A
90.0	-139.08 G	-3.34 J	-0.02 G	0.00 A
80.0	-145.76 G	-3.40 J	-0.01 G	0.00 A
70.0	-152.29 G	-3.48 J	-0.01 G	0.00 A
60.0	-158.82 G	-3.56 J	-0.01 G	0.00 A
50.0	-165.26 G	-3.65 J	-0.01 G	0.00 A
40.0	-171.71 G	-3.72 J	-0.01 I	0.00 A
30.0	-178.07 G	-3.80 D	-0.04 A	0.00 A
20.0	-184.41 G	-3.88 J	-0.03 G	0.00 A
13.3	-191.27 G	-4.09 D	-0.31 C	0.00 G
0.0	-192.45 G	-5.24 D	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

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NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
17.77 G	15.28 K	199.79 G	-141.26 A	17.77 G

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

423537

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@				@	
		0.0				0.0	
27.6	26.3	27.6	79.3	4354.1	4176.3	4354.1	11.2
G	J	G	F	G	J	G	H

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1
 Customer AT&T
 Project Number 423537
 Date 12/13/2018
 Engineer REB

Overall Loads:

Factored Moment (ft-kips)	12882.30
Factored Axial (kips)	241.10
Factored Shear (kips)	81.14

Individual Leg Loads:

Factored Uplift (kips)	472.00
Factored Download (kips)	545.00
Factored Shear (kips)	50.00

Tower eccentric from mat (ft)= 2.25

Width of Tower (ft)	29
Ultimate Bearing Pressure	5.00
Bearing Φ_s	0.75

Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00

Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	36.5
Thickness of Mat (ft)	1.5
Depth to Bottom of Slab (ft)	6
Bolt Circle Diameter (in)	13.25

Max. Factored Net Bearing Pressure (ksf) 3.50

Minimum Mat Width (ft) 35.33

Top of Concrete to Top of Bottom Threads (in)	66.125
Diameter of Pier (ft)	4

Minimum Pier Diameter (ft)	2.44
Equivalent Square b (ft)	3.54

Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.5

Quantity of Bars in Mat	68
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in ²)	86.14

Recommended Spacing (in) 6 to 12

Spacing of Bars in Mat (in)	6.43
Quantity of Bars Pier	22

Bar Diameter in Pier (in)	0.875
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	12

Minimum Pier A _s (in ²)	9.05
Recommended Spacing (in)	5 to 12

Area of Bars in Pier (in ²)	13.23
Spacing of Bars in Pier (in)	5.71

f'c (ksi)	4.5
f _y (ksi)	60

Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd ³)	81.00
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MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	13.73
ϕv_c (ksi)	0.228
$\phi v_c = \phi(2 + 4/\beta_c)f'_c$ ^{1/2}	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c$ ^{1/2}	0.282
$\phi v_c = \phi 4f'_c$ ^{1/2}	0.228
Shear perimeter, b_o (in)	186.97
β_c	1

v_u (ksi)

0.222

Stability:

Overturning Design Strength (ft-k) **16896.8**

Factored Overturning Moment (ft-k) **13409.7**

One-Way Shear:

ϕV_c (kips) **685.8**

V_u (kips)

598.8

Pier Design:

Design Tensile Strength (kips) **714.4**

T_u (kips)

472.0

ϕV_n (kips) **100.5**

V_u (kips)

50.0

$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c$ ^{1/2} $b_w d$ **100.5**

V_s (kips) **0.0**

*** V_s max = $4 f'_c$ ^{1/2} $b_w d$ (kips)

494.6

Maximum Spacing (in) 9.76

(Only if Shear Ties are Required)

Actual Hook Development (in) 12.46

Req'd Hook Development l_{dh} (in)

9.03

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3) f'_c$ ^{1/2} $(2.8A_{SLOPE} + 4A_{FLAT})$ **272.6**

P_u (kips)

472.0

Pier Rebar Development Length (in) **49.69**

Required Length of Development (in)

25.85

Flexure in Slab:

ϕM_n (ft-kips) **4724.3**

M_u (ft-kips)

4686.8

a (in) 3.08

Steel Ratio 0.01432

β_1 0.825

Maximum Steel Ratio (ρ_t) 0.0197

Minimum Steel Ratio 0.0018

Rebar Development in Pad (in) **109.81**

Required Development in Pad (in)

17.44

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear	1
Overturning	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1
One-Way Shear	1
Hook Development	1
Minimum Mat Depth	1

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1
 Customer Name AT&T
 Job Number 423537
 Date 12/13/2018
 Engineer REB

Factored Uplift (kips)	472
Factored Download (kips)	545
Factored Shear (kips)	50
Ultimate Bearing Pressure	9
Bearing Φ s	0.75
Bearing Design Strength (ksf)	6.75
Water Table Below Grade (ft)	999
Bolt Circle Diameter (in)	13.25
Top of Concrete to Top of Bottom Threads (in)	66.125
Pier Diameter (ft)	5.5
Ht. Above Ground (ft)	0.5
Pier Length Below Ground (ft)	73
Quantity of Bars	30
Bar Diameter (in)	0.875
Tie Bar Diameter (in)	0.5
Spacing of Ties (in)	12
Area of Bars (in ²)	18.04
Spacing of Bars (in)	6.09
f'c (ksi)	4.5
fy (ksi)	60

Minimum Pier Diameter (ft) 2.44

Minimum Area of Steel (in²) 17.11

Unit Wt. of Concrete (kcf)	0.15
Download Friction Φ s	0.75
Uplift Friction Φ s	0.75
Volume of Concrete (yd ³)	64.68
Skin Friction Factor for Uplift	1
Ignore Bottom Length in Download?	<input type="checkbox"/>

Length to Ignore Download (ft) 0

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
75	0.50	0.50	0.11
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Factored Net Weight of Concrete (kips)	85.4
Bearing Design Strength (kips)	160.4
Skin Friction Design Strength (kips)	473.0
Download Design Strength (kips)	633.4

Factored Net Download (kips) 630.4

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Uplift:

Nominal Skin Friction (kips)	630.7
W _c , Weight of Concrete (kips)	261.9
W _R , Soil Resistance (kips)	17861.1
ΦsW _r +0.9W _c (kips)	13631.5

Uplift Design Strength (kips)	708.7	Factored Uplift (kips)	472.0
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Pier Design:

Design Tensile Strength (kips)	974.1	T _u (kips)	472.0
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φV _n (kips)	287.8	V _u (kips)	50.0
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φV _c =φ2(1+N _u /(500A _g))f' _c ^{1/2} b _w d (kips)	287.8		
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V _s (kips)	0.0	*** V _s max = 4 f' _c ^{1/2} b _w d (kips)	935.1
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Maximum Spacing (in)	7.10	(Only if Shear Ties are Required)	
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*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

φP _c =φλ(2/3)f' _c ^{1/2} (2.8A _{SLOPE} + 4A _{FLAT})	515.2	P _u (kips)	472.0
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Rebar Development Length (in)	40.69	Required Length of Development (in)	N/A
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Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

- Search for the utility of interest by using any single or combination of criteria.
- Enter Partial names to return the closest match for Utility Name and Address/City/Contact entries.

Utility ID Utility Name Address/City/Contact Utility Type Status

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	C	San Francisco	CA
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4109300	Access Point, Inc.	Cellular	D	Cary	NC
View	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
View	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	NJ
View	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
View	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
View	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
View	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
View	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
View	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
View	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
View	4111050	BlueBird Communications, LLC	Cellular	C	New York	NY
View	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
View	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
View	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI

View	4100700	Cellco Partnership dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4106600	Cintex Wireless, LLC	Cellular D	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Cellular A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular B	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular D	San Antonio	TX
View	10640	Cumberland Cellular Partnership	Cellular A	Elizabethtown	KY
View	4111200	Dynalink Communications, Inc.	Cellular C	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular C	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular B	Covington	LA
View	4109600	Google North America Inc.	Cellular A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4103100	i-Wireless, LLC	Cellular A	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular D	Tulsa	OK
View	22215360	KDDI America, Inc.	Cellular D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular A	Elizabethtown	KY
View	4109750	Konatel, Inc. dba telecom.mobi	Cellular D	Johnstown	PA
View	4111250	Liberty Mobile Wireless, LLC	Cellular C	Sunny Isles Beach	
View	4111400	Locus Telecommunications, LLC	Cellular C	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular D	Detroit	MI
View	4107300	Lycamobile USA, Inc.	Cellular D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular D	Mesa	AZ

View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
View	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular	A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
View	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
View	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
View	4202100	Powertel/Memphis, Inc. dba T-Mobile	Cellular	A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
View	4111350	Q LINK MOBILE LLC	Cellular	C	Dania Beach	FL
View	4106700	Q Link Wireless, LLC	Cellular	B	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular	B	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular	C	Culver City	CA
View	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
View	4111450	Spectrum Mobile, LLC	Cellular	C	St. Louis	MO
View	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T-Mobile	Cellular	A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
View	4108900	Telrite Corporation	Cellular	D	Covington	GA
View	4108450	Tempo Telecom, LLC	Cellular	D	Atlanta	GA
View	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON

View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	D	Lone Tree	CO
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY

EXHIBIT E
FAA



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Aeronautical Study No.
 2018-ASO-10056-OE

Issued Date: 06/18/2018

ATT
 Veronica Bloodworth (CP)
 208 S. Akard St.
 Dallas, TX 75202

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Tower Bell Run
 Location: Whitesville, KY
 Latitude: 37-36-07.58N NAD 83
 Longitude: 86-55-14.02W
 Heights: 504 feet site elevation (SE)
 270 feet above ground level (AGL)
 774 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

This determination expires on 12/18/2019 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (404) 305-6531, or darin.clipper@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ASO-10056-OE.

Signature Control No: 365679035-367994769

(DNE)

Darin Clipper
Supervisor

Attachment(s)
Case Description
Frequency Data
Map(s)

cc: FCC

Case Description for ASN 2018-ASO-10056-OE

Applicant request New Structure FAA @ 270'. Survey is attached

Frequency Data for ASN 2018-ASO-10056-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2018-ASO-10056-OE



EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN
Governor

421 Buttermilk Pike
Covington, KY 41017
www.transportation.ky.gov
859-341-2700

August 21, 2018

APPROVAL OF APPLICATION

APPLICANT:

John Monday
John Monday
3300 E. Renner Rd B3132
Richardson, TX 75082

SUBJECT: AS-092-JQD-2018-064

STRUCTURE: Antenna Tower
LOCATION: Whitesville, KY
COORDINATES: 37° 36' 7.58" N / 86° 55' 14.02" W
HEIGHT: 270' AGL/774'AMSL

The Kentucky Airport Zoning Commission has approved your application for a permit to construct 270' AGL/ 774'AMSL Antenna Tower near Whitesville, KY 37° 36' 7.58" N / 86° 55' 14.02" W.

This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit.

A copy of the approved application is enclosed for your files.

Medium Dual Obstruction Lighting is required in accordance with 602 KAR 50:100.



John Houlihan
Administrator



An Equal Opportunity Employer M/F/D



KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN
Governor

421 Buttermilk Pike
Covington, KY 41017
www.transportation.ky.gov
859-341-2700

CONSTRUCTION/ALTERATION STATUS REPORT

August 21, 2018

AERONAUTICAL STUDY NUMBER: AS-092-JQD-2018-064

John Monday
John Monday
3300 E. Renner Rd B3132
Richardson, TX 75082

This concerns the permit which was issued to you by the Kentucky Airport Zoning Commission on August 21, 2018. This permit is valid for a period of 18 Month(s) from its date of issuance. If construction is not completed within the said 18-Month period, this permit shall lapse and be void, and no work shall be performed without the issuance of a new permit. When appropriate, please indicate the status of the project in the place below and return this letter to John Houlihan, Administrator, Kentucky Airport Zoning Commission, 421 Buttermilk Pike, Covington, KY, 41017. 859-341-2700.

STRUCTURE: Antenna Tower
LOCATION: Whitesville, KY
COORDINATES: 37° 36' 7.58" N / 86° 55' 14.02" W
HEIGHT: 270' AGL /774' AMSL

CONSTRUCTION/ALTERATION STATUS

1. The project () is abandoned. () is not abandoned.

2. Construction status is as follows:

Structure reached its greatest height of _____ ft. AGL
_____ ft. AMSL on _____ (date).

Date construction was completed. _____

Type of obstruction marking/painting. _____

Type of obstruction lighting. _____

As built coordinates. _____

Miscellaneous Information. _____

DATE _____

SIGNATURE/TITLE _____





KENTUCKY TRANSPORTATION CABINET
KENTUCKY AIRPORT ZONING COMMISSION

TC 55-2
Rev. 06/2016
Page 2 of 2

2018-064

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name) John Monday		PHONE 855-699-7073	FAX 972-907-1131	KY AERONAUTICAL STUDY # 15-092-JQD-2018-064	
ADDRESS (street) 3300 E. Renner Road, B3132		CITY Richardson		STATE TX	ZIP 75082
APPLICANT'S REPRESENTATIVE (name) Roy Johnson		PHONE 502-445-2475	FAX 502-222-4266		
ADDRESS (street) 3605 Mattingly Road		CITY Buckner		STATE KY	ZIP 40010
APPLICATION FOR <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing				WORK SCHEDULE	
DURATION <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days)				Start End TBD	
TYPE <input type="checkbox"/> Crane <input type="checkbox"/> Building		MARKING/PAINTING/LIGHTING PREFERRED			
<input checked="" type="checkbox"/> Antenna Tower		<input type="checkbox"/> Red Lights & Paint <input type="checkbox"/> White- medium intensity <input type="checkbox"/> White- high intensity			
<input type="checkbox"/> Power Line <input type="checkbox"/> Water Tank		<input checked="" type="checkbox"/> Dual- red & medium intensity white <input type="checkbox"/> Dual- red & high intensity white			
<input type="checkbox"/> Landfill <input type="checkbox"/> Other		<input type="checkbox"/> Other			
LATITUDE 37° 36' 7.58 "		LONGITUDE 86° 55' 14.02 "		DATUM <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27	
<input type="checkbox"/> Other					
NEAREST KENTUCKY City ^{Whitesville} County Ohio		NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT JQD Ohio County			
SITE ELEVATION (AMSL, feet) 504		TOTAL STRUCTURE HEIGHT (AGL, feet) 270		CURRENT (FAA aeronautical study #) 2018-ASO-10056-OE	
OVERALL HEIGHT (site elevation plus total structure height, feet) 774				PREVIOUS (FAA aeronautical study #)	
DISTANCE (from nearest Kentucky public use or Military airport to structure) 9.24 NM				PREVIOUS (KY aeronautical study #)	
DIRECTION (from nearest Kentucky public use or Military airport to structure) Northwest					
DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) 1A and Quad attached					
DESCRIPTION OF PROPOSAL AT&T proposes to construct a 255' cell tower with a 15' lightning rod for an overall height of 270'.					
FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 5/18/18					
CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)					
PENALTIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)					
NAME Michelle Ward	TITLE Sr. Real Estate Mgr.	SIGNATURE 		DATE 06/20/18	
COMMISSION ACTION		<input type="checkbox"/> Chairperson, KAZC			
<input checked="" type="checkbox"/> Approved		<input checked="" type="checkbox"/> Administrator, KAZC			
<input type="checkbox"/> Disapproved		SIGNATURE 		DATE 8-21-18	

EXHIBIT G
GEOTECHNICAL REPORT



January 2, 2019

Ms. Michelle Ward
AT&T
534 Armory Place
4th Floor
Louisville, KY 40202

Subject: Prelim Geotechnical Investigation
Site Name: BELL RUN (KYLO3666)
Site Address: 6235 State Route 764, Whitesville, KY 42378, Ohio County
Coordinates: N37° 36' 07.58", W86° 55' 14.02"
POD Project No. 18-30289

Dear Ms. Ward:

Power of Design (POD) was authorized in November 2018 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated November 19, 2018. The Property is located in an open/ farmland area north of SR 764. The Property includes a proposed 100-foot by 100-foot lease area located in an open area of farmland and a proposed approximate 650-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a northern direction off SR 764, turning to the east at the top of the hill reaching the proposed lease area.

Due to an existing steep drainage ditch along the proposed access/utility easement, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, roadwork with culvert would be necessary.

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this letter, please contact our office.

Cordially,

A handwritten signature in blue ink that reads "Mark Patterson".

Mark Patterson, P.E.
Project Engineer
License No.: KY 16300





Preliminary Geotechnical Investigation

Site Name: BELL RUN (KYL03666)

Site Address: 6235 State Route 764
Whitesville, KY 42378
Ohio County

Coordinates: N37° 36' 07.58"
W86° 55' 14.02"

POD Project No. 18-30289



SUBMITTED TO:

Ms. Michelle Ward
AT&T
534 Armory Place
4th Floor
Louisville, KY 40202

PREPARED BY:

Power of Design
11490 Bluegrass Parkway
Louisville, KY 40299



January 2, 2019

Ms. Michelle Ward
AT&T
534 Armory Place
4th Floor
Louisville, KY 40202

Re: Subject: **Preliminary Geotechnical Investigation**
Site Name: BELL RUN (KYL03666)
Site Address: 6235 State Route 764
Whitesville, KY 42378
Ohio County
Coordinates: N37° 36' 07.58", W86° 55' 14.02"
POD Project No. 18-30289

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Preliminary Geotechnical Investigation for the proposed project. Our services were provided as authorized electronically on November 15, 2018.

This report presents a review of the information provided to us, a description of the site and subsurface conditions, and our recommendations. The appendices contain a USGS Topographic Map and USDA Web Soil Survey map and Soil Descriptions for mapped soil types.

Purpose and Scope of Work

The purpose of this effort was to evaluate the likely site conditions so that preliminary foundation design plans can be prepared. No soil borings or testing has been conducted for this report. A final Geotechnical Investigation including borings should be conducted for the proposed tower.

Project Information

POD provided a survey dated 11/19/18 of the Property. The Property is located in an open area of farmland north of State Route 764. We understand that plans call for a new 255-foot tall self-support tower with 15' lightning arrestor on the site, approximately as shown on Figure 1.



Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound drops into a natural drainage and then is a gradual to steep slope to the proposed tower location. The elevation at the proposed tower location is approximately 504 feet AMSL.

The soil survey shows Frondorf-Wellston-Rosine (FsE) silt loams for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a silt loam to a depth of approx. 20 inches, gravelly silt loam to approx. 36 inches with bedrock being at approximately 36-46 inches.

Recommendations

Based on the anticipated rocky soil and relatively shallow bedrock, the tower will likely be supported on a shallow mat (pad and pier) foundation system. Groundwater will not likely be encountered in foundation excavations. Assuming partially weathered rock at the tower foundation bearing level, a nominal bearing pressure of about 5 kips per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

A handwritten signature in blue ink that reads "Mark Patterson".

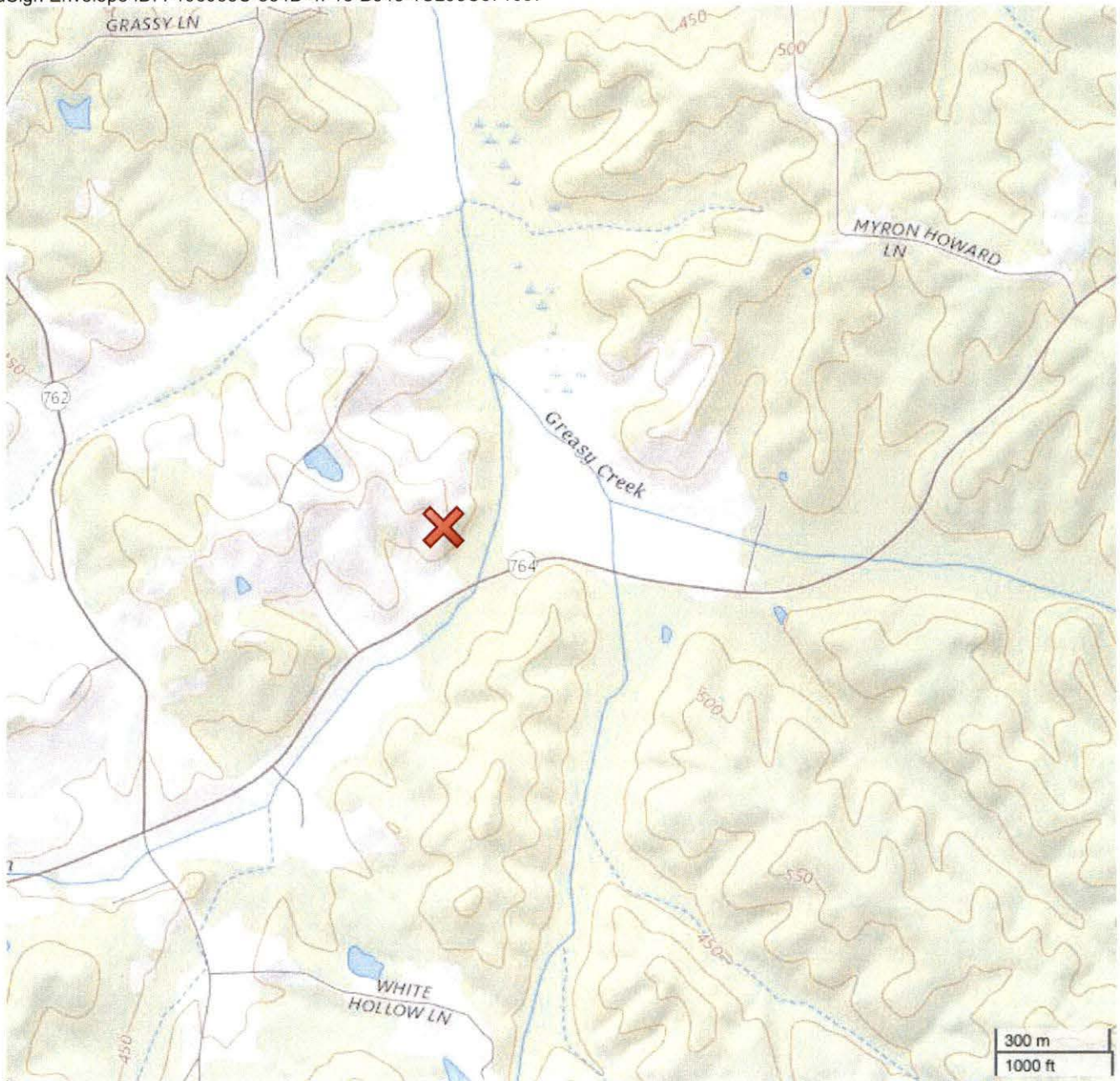
Mark Patterson, P.E.
Project Engineer
License No.: KY 16300



Appendix A Figure 1 - Topographic Map and Site Survey
Appendix B Soil Survey and Soil Descriptions



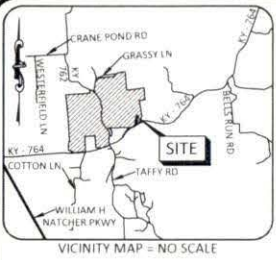
APPENDIX A
Topographic Map and Site Survey



Source: U.S. Geological Survey, 20160406, USGS US Topo 7.5-minute map for Pleasant Ridge, KY 2016: USGS - National Geospatial Technical Operations Center (NGTOC).

X = Proposed Site

	<p>Site Name: BELL RUN (KYL03666)</p> <p>Site Address: 6235 State Route 764 Whitesville, KY 42378 Ohio County</p> <p>Coordinates: N37° 36' 07.58" W86° 55' 14.02"</p>	<p>Figure 1:</p> <h1>Site Location Plan</h1>
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FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°36'07.58"
 LONGITUDE: 86°55'14.02"
 NAVD 88
 ELEVATION: 504'± AMSL
 NORTHING: 3744939.508
 EASTING: 4582159.742

TEMPORARY BENCHMARK
 NORTHING: 3745000.710
 EASTING: 4582114.659
 ELEVATION: 504.70'
 LOCATION: A SET 1/2" REBAR
 W/CAP STAMPED "POD TRAV"
 575'40"W 22.5'± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.

0° 43' 07"
 BASED ON KENTUCKY STATE
 PLANE SINGLE ZONE AND
 DETERMINED BY GPS OBSERVATIONS
 COMPLETED ON JUNE 19, 2017

- GLOBAL POSITIONING SYSTEMS NOTE**
1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
 2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
 3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES
 NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS UNADJUSTED CLOSURE EQUALS 0.07'. FOR A PRECISION OF 1:44,572 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

A PORTION OF THE PARENT PARCEL AND A PORTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT IS LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE A, SHOWN HEREON PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011. THE PROPOSED LEASE AREA SHOWN HEREON IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011.

- LEGEND**
- POWER POLE
 - ROW RIGHT OF WAY
 - EOP EDGE OF PAVEMENT
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.R. POINT OF REFERENCE
 - P.O.B. POINT OF BEGINNING
 - EX OVERHEAD ELECTRIC
 - SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
 - FOUND MONUMENT AS NOTED
 - PROPERTY LINE
 - ADJACENT PROPERTY LINE

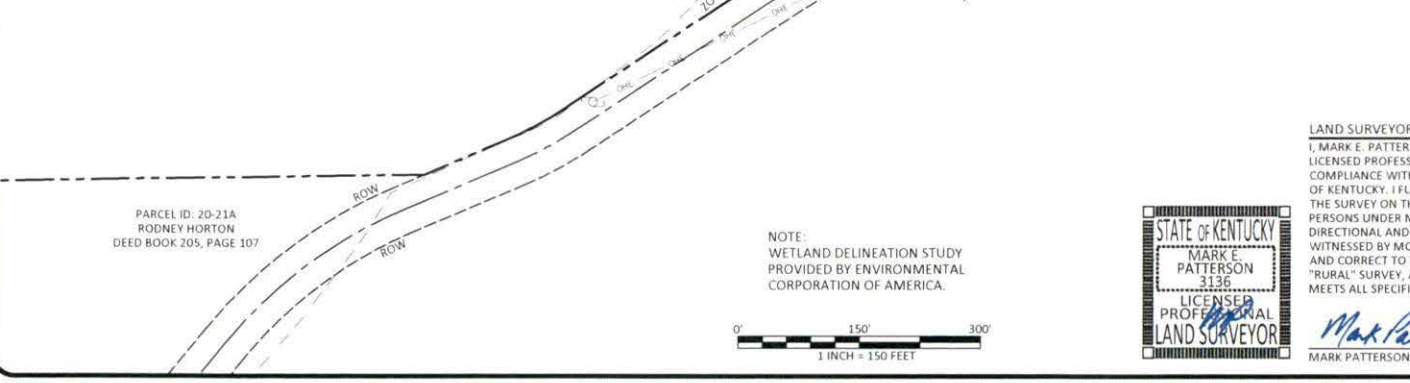
P.O.C. LEASE AREA
 ACCESS EASEMENT
 30' LEFT OF CENTERLINE STA. 209+92.89
 PER KENTUCKY DEPARTMENT OF HIGHWAY PLAN
 PLEASANT RIDGE - WESTERFIELD - DATED 1949
 PROJECT #R S. 92-404-1
 SPC. KY SINGLE ZONE
 N:3,744,210.606
 E:4,581,999.876

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT (24,766.724 S.F.)
 DETAIL SHEET B-1.1, B-1.2

PROPOSED LEASE AREA (10,000,000 S.F.)
 DETAIL SHEET B-1.2

SPC. KY SINGLE ZONE
 N:3,744,962.762
 E:4,582,226.520

SPC. KY SINGLE ZONE
 N:3,744,916.255
 E:4,582,092.964



NOTE:
 WETLAND DELINEATION STUDY
 PROVIDED BY ENVIRONMENTAL
 CORPORATION OF AMERICA.



LAND SURVEYOR'S CERTIFICATE
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18.150.

Mark Patterson
 MARK PATTERSON, PLS #3136

11/19/2018
 DATE

PREPARED BY

 33490 BELLEGLASS PARKWAY
 LOUISVILLE, KY 40299
 502.437.5252

PREPARED FOR

PREPARED FOR

SURVEY

REV	DATE	DESCRIPTION
A	6-29-17	PRELIM. ISSUE W/ TITLE
0	7-25-17	ISSUED AS FINAL
1	8-1-17	OLC COMMENTS
2	11-9-18	WETLANDS BY OTHERS

SITE INFORMATION:

BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY

TAX PARCEL NUMBER:
 20-14 ETAL

PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378

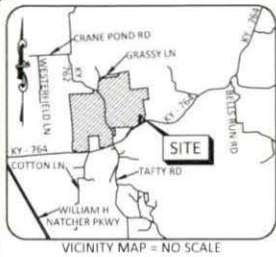
SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14420
DRAWN BY: RAE
CHECKED BY: MEP
SURVEY DATE: 6.19.17
PLAT DATE: 6.29.17

SHEET TITLE:
 SITE SURVEY

SHEET NUMBER:
 B-1



VICINITY MAP - NO SCALE

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°36'07.58"
 LONGITUDE: 86°55'14.02"
 NAVD 88
 ELEVATION: 504' AMSL
 NORTHING: 3744939.508
 EASTING: 4582159.742

TEMPORARY BENCHMARK
 NORTHING: 3745000.710
 EASTING: 4582114.659
 ELEVATION: 504.70'
 LOCATION: A SET 1/2" REBAR W/CAP STAMPED "POD TRAV" 575'40"W 22.5'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

GENERAL NOTES

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.07'. FOR A PRECISION OF 1:44,572 AND HAS NOT BEEN ADJUSTED.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

A PORTION OF THE PARENT PARCEL AND A PORTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT IS LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE A, SHOWN HEREON PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011. THE PROPOSED LEASE AREA SHOWN HEREON IS NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 21183C0125D, DATED JUNE 2, 2011.

GLOBAL POSITIONING SYSTEMS NOTE

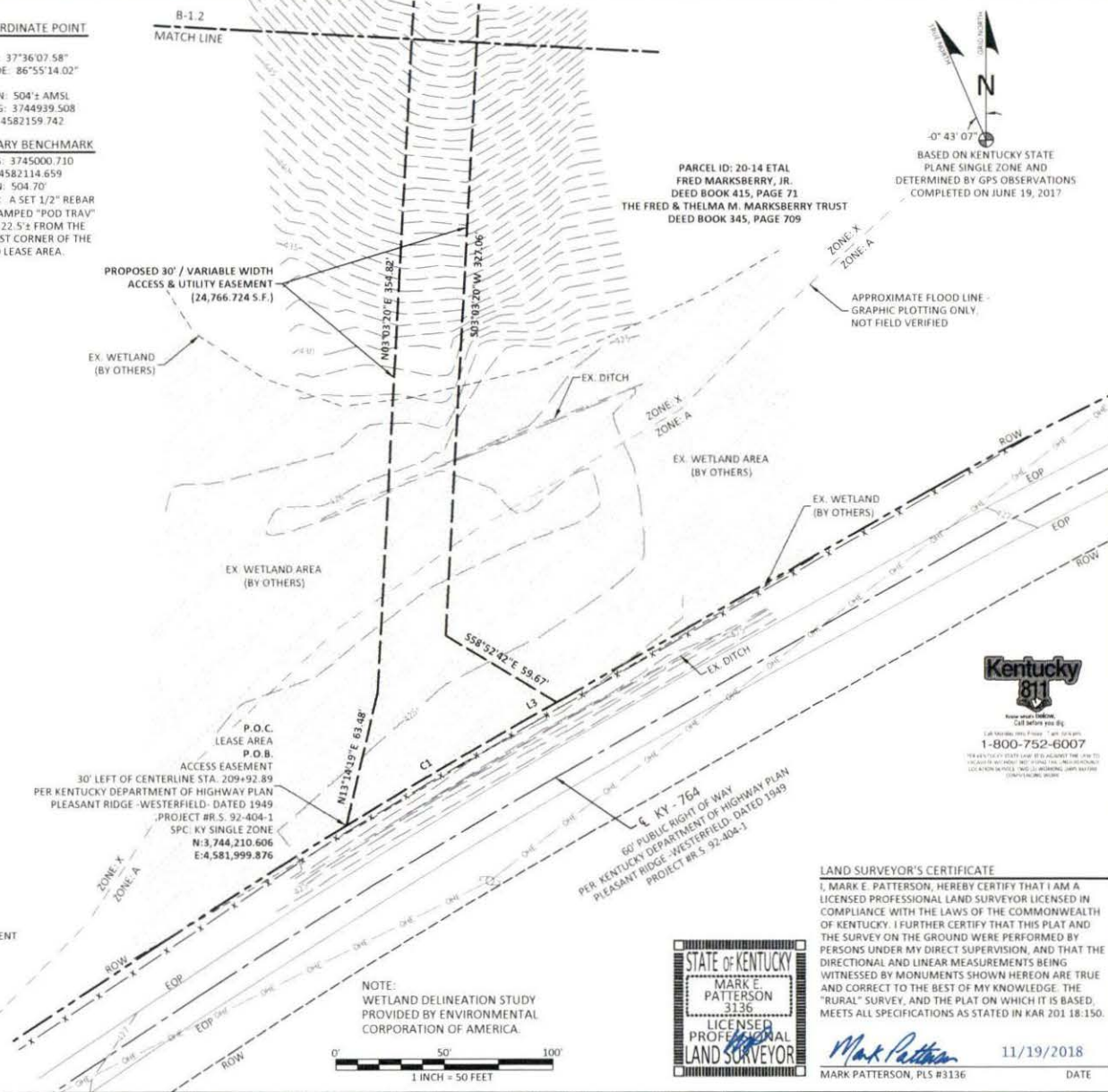
1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S59°23'23"W	34.37'	2894.74'

LINE	BEARING	DISTANCE
L1	N64°11'56"W	15.00'
L2	N64°11'56"W	15.00'
L3	S60°19'26"W	18.23'

LEGEND

- POWER POLE
- ROW RIGHT OF WAY
- EOP EDGE OF PAVEMENT
- EX. OVERHEAD ELECTRIC
- x— EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
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- ADJACENT PROPERTY LINE



NOTE: WETLAND DELINEATION STUDY PROVIDED BY ENVIRONMENTAL CORPORATION OF AMERICA.



PARCEL ID: 20-14 ETAL
 FRED MARKSBERRY, JR.
 DEED BOOK 415, PAGE 71
 THE FRED & THELMA M. MARKSBERRY TRUST
 DEED BOOK 345, PAGE 709

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON JUNE 19, 2017

APPROXIMATE FLOOD LINE - GRAPHIC PLOTTING ONLY, NOT FIELD VERIFIED



60' PUBLIC RIGHT OF WAY
 PER KENTUCKY DEPARTMENT OF HIGHWAY PLAN PLEASANT RIDGE - WESTERFIELD, DATED 1949
 PROJECT #R.S. 92-404-1



LAND SURVEYOR'S CERTIFICATE
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Mark Patterson
 MARK PATTERSON, PLS #3136
 11/19/2018
 DATE

PREPARED BY: **POD** POWER OF DESIGN
 11490 BLUEGRASS PARKWAY, LOUISVILLE, KY 40299
 502.487.5252

PREPARED FOR: **MasTec**

PREPARED FOR: **at&t**

SURVEY

REV	DATE	DESCRIPTION
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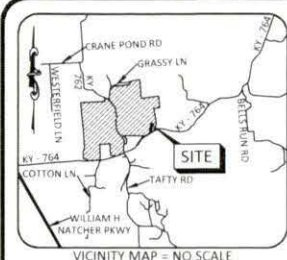
SOURCE OF TITLE:
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 KYLO3666

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SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.1



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 LONGITUDE: 86°55'14.02"
 NAVD 88
 ELEVATION: 504'+ AMSL
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 575'40"W 22.5'± FROM THE
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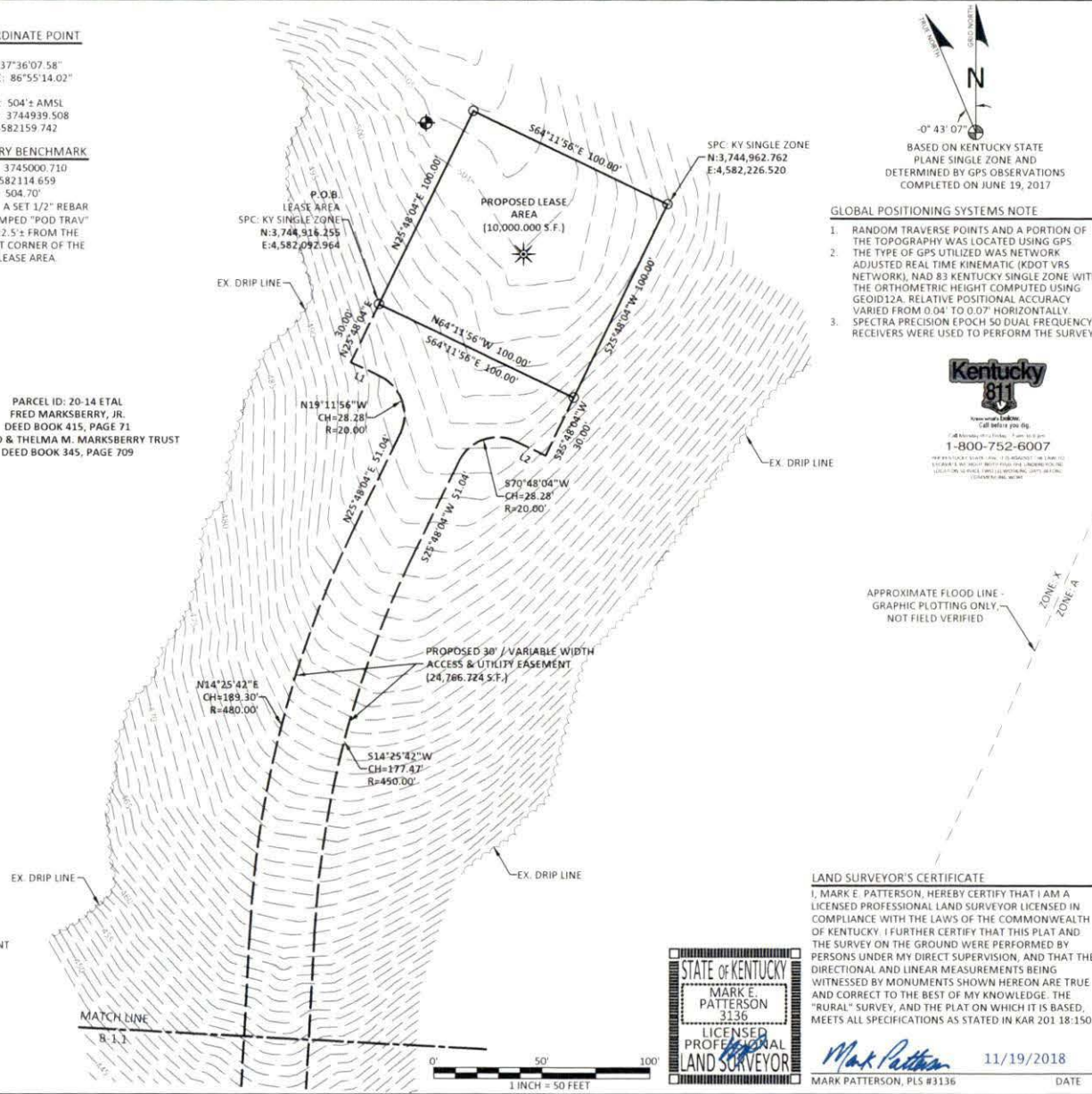
PARCEL ID: 20-14 ETAL
 FRED MARKSBERRY, JR.
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3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

Kentucky 811
 1-800-752-6007
 CALL BEFORE YOU DIG
 24 Hours a Day, 7 Days a Week
 1-800-752-6007
 FOR A LIST OF PARTICIPATING COMPANIES VISIT US AT
 WWW.KY811.COM
 LOCATIONS IN THE STATE OF KENTUCKY ARE INDICATED BY THE
 LOCATION OF THE 811 CALL CENTER OFFICE.
 (COURTESY OF THE KY 811)

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Mark Patterson
 11/19/2018
 MARK PATTERSON, PLS #3136 DATE

PREPARED BY:

 13490 BELLEGLASS PARKWAY
 LOUISVILLE, KY 40299
 502.437.5252

PREPARED FOR:

PREPARED FOR:

SURVEY

REV	DATE	DESCRIPTION
A	6.29.17	PRELIM ISSUE W/ TITLE
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 20-14 ETAL

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 SURVEY DATE: 6.19.17
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SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.2

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JUNE 19, 2017.

COMMENCING ON THE NORTH RIGHT OF WAY LINE OF KY - 764, 30 FEET LEFT OF CENTERLINE STATION 209+92.89, KENTUCKY DEPARTMENT OF HIGHWAY PLAN PLEASANT RIDGE - WESTERFIELD, DATED 1949, PROJECT #R.S. 92-404-1, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,210.606 & E: 4,581,999.876, THENCE LEAVING SAID RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL, N13°14'19"E 63.48', THENCE N03°03'20"E 354.82', THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00', N14°25'42"E 189.30', THENCE N25°48'04"E 51.04', THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', N19°11'56"W 28.28', THENCE N64°11'56"W 15.00', THENCE N25°48'04"E 30.00' TO A SET 1/2" REBAR, 18" LONG, WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,916.255 & E: 4,582,092.964, BEING THE TRUE POINT OF BEGINNING; THENCE N25°48'04"E 100.00' TO A "SET IPC"; THENCE S64°11'56"E 100.00' TO A "SET IPC" WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,962.762 & E: 4,582,226.520; THENCE S25°48'04"W 100.00' TO A "SET IPC"; THENCE N64°11'56"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000,000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED JUNE 19, 2017.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL.

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON JUNE 19, 2017.

BEGINNING ON THE NORTH RIGHT OF WAY LINE OF KY - 764, 30 FEET LEFT OF CENTERLINE STATION 209+92.89, KENTUCKY DEPARTMENT OF HIGHWAY PLAN PLEASANT RIDGE - WESTERFIELD, DATED 1949, PROJECT #R.S. 92-404-1, WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,210.606 & E: 4,581,999.876, THENCE LEAVING SAID RIGHT OF WAY LINE AND TRAVERSING THE PROPERTY CONVEYED TO FRED MARKSBERRY, JR., AS RECORDED IN DEED BOOK 415, PAGE 71 & THE FRED AND THELMA M. MARKSBERRY TRUST, AS RECORDED IN DEED BOOK 345, PAGE 709, PARCEL ID: 20-14 ETAL, N13°14'19"E 63.48', THENCE N03°03'20"E 354.82', THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00', N14°25'42"E 189.30', THENCE N25°48'04"E 51.04', THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', N19°11'56"W 28.28', THENCE N64°11'56"W 15.00', THENCE N25°48'04"E 30.00' TO A SET 1/2" REBAR, 18" LONG, WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA WITH A STATE PLANE COORDINATE, KENTUCKY SINGLE ZONE VALUE OF N: 3,744,916.255 & E: 4,582,092.964, THENCE ALONG THE SOUTH LINE OF SAID LEASE AREA, S64°11'56"E 100.00' TO A "SET IPC", THENCE LEAVING SAID LEASE AREA, S25°48'04"W 30.00', THENCE N64°11'56"W 15.00', THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', S70°48'04"W 28.28', THENCE S25°48'04"W 51.04', THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00', S14°25'42"W 177.47', THENCE S03°03'20"W 327.06', THENCE S58°52'42"E 59.67', TO THE NORTH RIGHT OF WAY LINE OF KY - 764 AFOREMENTIONED, THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S60°19'26"W 18.23', THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 2894.74', S59°23'23"W 94.37' TO THE POINT OF BEGINNING CONTAINING 24,766.724 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED JUNE 19, 2017.

TITLE OF COMMITMENT

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY STEWART TITLE GUARANTY COMPANY, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 00300-20170132, EFFECTIVE DATE OF APRIL 14, 2017 AT 8:00 AM. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, (CREATED) FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
4. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
5. ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
6. SUBJECT TO 2017 TAXES, WHICH ARE NOT YET DUE AND PAYABLE (IF APPLICABLE). (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
7. ELECTRIC LINE RIGHT-OF-WAY EASEMENT DATED APRIL 5, 1989, TO GREEN RIVER ELECTRIC CORPORATION, OF RECORD IN DEED BOOK 268, PAGE 687, IN THE OFFICE AFORESAID, (ELECTRIC LINE RIGHT-OF-WAY EASEMENT IN DEED BOOK 268, PAGE 687 AFFECTS THE PARENT PARCEL BUT DOES NOT AFFECT THE PROPOSED LEASE AREA AND PROPOSED ACCESS & UTILITY EASEMENT.)
8. SHORT FORM MEMORANDUM OF CONTRACT FOR DEED DATED JULY 31, 1975, OF RECORD IN MISCELLANEOUS BOOK 8, PAGE 27, IN THE OFFICE AFORESAID, (SHORT FORM MEMORANDUM IN MISCELLANEOUS BOOK 8, PAGE 27 DOES NOT AFFECT THE PARENT PARCEL.)
9. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. (THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS THERE, MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)



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LAND SURVEYOR'S CERTIFICATE

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Mark Patterson 11/19/2018
 MARK PATTERSON, PLS #3136 DATE

PARENT PARCEL - LEGAL DESCRIPTION - DEED BOOK 345, PAGE 709 (NOT FIELD SURVEYED)

PARCEL NO. 1

BEGINNING AT A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414 AND IN THE SOUTHEAST CORNER OF THE PROPERTY HERE DESCRIBED; THENCE NORTH 17° 21' EAST 650 FEET TO A STAKE; THENCE NORTH 10° 03' WEST 1465 FEET TO A STAKE; THENCE NORTH 86° 07' EAST 540 FEET TO A STAKE; THENCE NORTH 5° 12' WEST 1120 FEET TO A STAKE; THENCE SOUTH 82° 40' WEST 1660 FEET TO A STAKE; THENCE NORTH 4° 36' WEST 1720 FEET TO A STONE IN THE SOUTH MARGIN OF A COUNTY ROAD; THENCE WITH SAID MARGIN OF THE ROAD, NORTH 63° 00' WEST 75 FEET TO A STONE; THENCE SOUTH 77° 56' WEST 665 FEET TO A STONE; THENCE SOUTH 73° 12' WEST 260 FEET TO A STONE; THENCE DEPARTING FROM THE SOUTH MARGIN OF THE COUNTY ROAD, SOUTH 5° 39' EAST 270 FEET TO A STONE; THENCE SOUTH 83° 23' WEST 1670 FEET TO A STONE IN THE EAST MARGIN OF A COUNTY ROAD; THENCE WITH THE EAST MARGIN OF THIS ROAD, SOUTH 29° 00' WEST 405 FEET TO A STONE; THENCE CONTINUING WITH THE EAST MARGIN OF THE OLD ROAD AND WITH THE MEANDERS OF IT TO A STONE; THE DIRECTION AND STRAIGHT LINE DISTANCE BETWEEN THESE TWO POINTS BEING SOUTH 5° 50' WEST 800 FEET; THENCE CONTINUING WITH THE EAST LINE OF THIS COUNTY ROAD, SOUTH 13° 18' EAST 245 FEET TO A STONE; THENCE LEAVING THE COUNTY ROAD AND CROSSING THE SAME, NORTH 41° 19' WEST 325 FEET TO A STAKE; THENCE NORTH 73° 25' WEST 290 FEET TO A STAKE; THENCE SOUTH 7° 50' EAST 355 FEET TO A STAKE; THENCE SOUTH 85° 22' WEST 1975 FEET TO A STAKE; THENCE SOUTH 10° 15' EAST 1105 FEET TO A STAKE; THENCE SOUTH 6° 17' EAST 1350 FEET TO A STAKE; THENCE SOUTH 4° 12' EAST 1875 FEET TO A STAKE; THENCE SOUTH 11° 18' WEST 1050 FEET TO A STAKE; THENCE NORTH 87° 00' EAST 830 FEET TO A STAKE; THENCE SOUTH 3° 00' EAST 237 FEET TO A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414; THENCE WITH THE NORTH MARGIN OF THIS HIGHWAY, NORTH 79° 01' EAST 420 FEET TO A STONE IN THE NORTH MARGIN OF THE HIGHWAY; THENCE LEAVING THE HIGHWAY, NORTH 7° 29' WEST 1405 FEET TO A STAKE; THENCE NORTH 82° 50' EAST 940 FEET TO A STAKE; THENCE SOUTH 5° 45' EAST 1130 FEET TO A STAKE; THENCE NORTH 87° 26' EAST 690 FEET TO A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414; THENCE WITH THE NORTH MARGIN OF THIS HIGHWAY, NORTH 30° 67° 49' EAST 375 FEET TO A STONE; THENCE NORTH 64° 42' EAST 450 FEET TO A STONE; THENCE LEAVING THIS HIGHWAY, NORTH 30° 45' WEST 455 FEET TO A STAKE; THENCE NORTH 5° 50' EAST 420 FEET TO A STAKE; THENCE NORTH 88° 30' EAST 300 FEET TO A STONE IN THE WEST SIDE OF A COUNTY ROAD THAT RUNS THROUGH THE PROPERTY HEREIN DESCRIBED IN A NORTH-SOUTH DIRECTION; THENCE WITH THE WEST SIDE OF THE MEANDERS OF THIS COUNTY ROAD IN A NORTHERLY DIRECTION TO A STONE IN THE WEST MARGIN OF THE ROAD; THE DIRECTION AND STRAIGHT LINE DISTANCE BETWEEN THESE TWO POINTS BEING NORTH 23° 00' WEST 775 FEET; THENCE LEAVING AND CROSSING THE ROAD, NORTH 86° 15' EAST 2200 FEET TO A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 1414; THENCE WITH THE NORTH MARGIN OF THIS HIGHWAY, NORTH 57° 03' EAST 955 FEET TO THE BEGINNING CONTAINING 862 ACRES, MORE OR LESS.

SAVE AND EXCEPT A SMALL TRACT OR PARCEL OF LAND IN OHIO COUNTY, KENTUCKY, ON THE WATERS OF THE SOUTH PANTHER CREEK AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE IN THE LINE OF LANDS NOW OWNED BY NORRIS HAWKINS AND IN A DITCH; THENCE NORTH 6° 30' WEST 190 FEET TO AN IRON PIPE IN HAWKINS' LINE; THENCE NORTH 81° 30' EAST 690 FEET TO AN IRON PIPE IN THE AFORESAID DITCH; THENCE IN A SOUTHWESTERLY DIRECTION WITH THE MEANDERS OF SAID DITCH TO THE POINT OF BEGINNING CONTAINING 1 ACRE, MORE OR LESS.

THERE IS FURTHER RESERVED AND EXCEPTED FROM THE ABOVE DESCRIBED PROPERTY A PORTION THEREOF CONVEYED TO EMPIRE OIL & GAS CO., INC. BY DEED DATED MARCH 30, 1981 OF RECORD IN DEED BOOK 240 AT PAGE 680 IN THE OFFICE OF THE CLERK OF THE OHIO COUNTY COURT, WHICH PARCEL OF LAND IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EAST MARGIN OF AN ABANDONED ROAD AT THE NORTHWEST CORNER OF A ONE (1) ACRE TRACT SHOWN ON THE PLAT HEREINAFTER REFERRED WITH THE EAST EDGE OF THE ABANDONED ROAD NORTH 13 25 EAST 144 FEET TO A STAKE AND CONTINUING WITH THE EAST EDGE OF SAID ROAD TO A STAKE IN THE EAST MARGIN OF THE ROAD; THENCE SOUTH 82° 40' WEST 1660 FEET TO A STAKE; THENCE SOUTH 73° 12' WEST 260 FEET TO A STAKE IN A FENCE, THENCE WITH SAID FENCE S 3 00 E 675 FEET TO A STAKE IN THE NORTH LINE OF BETTY CAMBRON (TRACT 4); THENCE S 87 00 W 579 FEET TO THE BEGINNING, CONTAINING 8.02 ACRES, MORE OR LESS, BEING THE 7.16 ACRES AND THE 0.86 ACRES SHOWN ON THE EMPIRE OIL & GAS CO., INC. PROPERTY PLAT OF RECORD IN PLAT BOOK _____ AT PAGE _____ IN THE OFFICE OF THE CLERK OF THE OHIO COUNTY COURT TO WHICH PLAT REFERENCE IS MADE HEREBY FOR A MORE PARTICULAR DESCRIPTION OF THE PROPERTY HEREIN CONVEYED. THE 0.86 ACRE PORTION OF THE PROPERTY HEREIN CONVEYED IS THE SAME PROPERTY DESCRIBED IN THE BOND AND CONTRACT FOR A DEED BETWEEN THE PARTIES HERETO.

THE ABOVE DESCRIBED PROPERTY WAS RESURVEYED IN PART BY ASSOCIATED ENGINEERS SERVICES, INC., AND THE NEW SURVEY REFLECTED THE DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY, LESS THE EXCEPTIONS THERETO, AS FOLLOWS:

BEGINNING AT A STONE IN THE NORTH MARGIN OF KENTUCKY HIGHWAY NO. 764 AND IN THE SOUTHEAST CORNER OF THE PROPERTY HERE DESCRIBED; THENCE NORTH 17° 21' EAST 650 FEET TO A STAKE; THENCE NORTH 10° 03' WEST 1465 FEET TO A STAKE; THENCE NORTH 86° 07' EAST 540 FEET TO A STAKE; THENCE NORTH 5° 12' WEST 1120 FEET TO A STAKE; THENCE SOUTH 82° 40' WEST 1660 FEET TO A STAKE; THENCE NORTH 4° 36' WEST 1720 FEET TO A STONE IN THE SOUTH MARGIN OF A COUNTY ROAD; THENCE WITH SAID MARGIN OF THE ROAD, NORTH 63° 00' WEST 75 FEET TO A STONE; THENCE SOUTH 77° 56' WEST 665 FEET TO A STONE; THENCE SOUTH 73° 12' WEST 260 FEET TO A STONE; THENCE DEPARTING FROM THE SOUTH MARGIN OF THE COUNTY ROAD, SOUTH 5° 39' EAST 270 FEET TO A STONE; THENCE SOUTH 83° 23' WEST 1670 FEET TO A STONE IN THE EAST MARGIN OF A COUNTY ROAD; THENCE WITH THE EAST MARGIN OF THIS ROAD, SOUTH 29° 00' WEST 405 FEET TO A STONE; THENCE CONTINUING WITH THE EAST MARGIN OF THE OLD ROAD AND WITH THE MEANDERS OF IT TO A STONE; THE DIRECTION AND STRAIGHT LINE DISTANCE BETWEEN THESE TWO POINTS BEING SOUTH 5° 50' WEST 800 FEET; THENCE CONTINUING WITH THE EAST LINE OF THIS COUNTY ROAD, SOUTH 13° 18' EAST 245 FEET TO A STONE; THENCE LEAVING THE COUNTY ROAD AND CROSSING THE SAME, NORTH 41° 19' WEST 325 FEET TO A STAKE; THENCE NORTH 73° 25' WEST 290 FEET TO A STAKE; THENCE SOUTH 7° 50' EAST 355 FEET TO A STAKE; THENCE SOUTH 85° 22' WEST 1975 FEET TO A STAKE; THENCE SOUTH 10° 15' EAST 1105 FEET TO A STAKE; THENCE SOUTH 6° 17' EAST 1350 FEET TO A STAKE; THENCE SOUTH 4° 12' EAST 1875 FEET TO A STAKE; THENCE (AND BEGINNING THE PORTION OF THIS DESCRIPTION WHICH HAS BEEN ACTUALLY SURVEYED) SOUTH 15° 00' WEST 370 FEET; THENCE SOUTH 1° 04' EAST 675 00 FEET; THENCE SOUTH 86° 19' EAST 329.00 FEET; THENCE SOUTH 20° 03' WEST 206.50 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 764; THENCE WITH SAID RIGHT-OF-WAY NORTH 82° 05' EAST 66.66 FEET; NORTH 80° 08' EAST 1350.18 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 4° 56' 30" WEST 1358.95 FEET TO A CORNER POST; THENCE NORTH 85° 54' EAST 938.24 FEET TO A CORNER POST; THENCE S 1107 34 E 77.74 FEET TO CORNER POST; THENCE NORTH 89° 52' 30" EAST 62.38 FEET TO THE NORTH 2094.43 FEET RIGHT-OF-WAY OF HIGHWAY 764; THENCE WITH SAID RIGHT-OF-WAY NORTH 75° 14' EAST 60.58 FEET; NORTH 7° 51' EAST 136.34 FEET; NORTH 71° 02' EAST 72.49 FEET; NORTH 68° 19' EAST 83.34 FEET; NORTH 69° 47' EAST 82.00 FEET; NORTH 67° 41' EAST 206.29 FEET; NORTH 67° 43' EAST 124.95 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 15° 17' WEST 392.81 FEET TO A CROSS TIE; THENCE NORTH 10° 44' EAST 456.86 FEET; THENCE NORTH 87° 05' EAST 288.87 FEET TO THE WEST RIGHT-OF-WAY OF HIGHWAY 762; THENCE WITH SAID RIGHT-OF-WAY NORTH 2° 05' EAST 362.93 FEET; NORTH 1° 54' WEST 32.86 FEET; NORTH 11° 21' WEST 24.05 FEET; NORTH 19° 24' WEST 28.06 FEET; NORTH 28° 10' WEST 29.20 FEET; NORTH 35° 35' WEST 34.86 FEET; NORTH 41° 50' WEST 49.51 FEET; NORTH 44° 13' WEST 76.69 FEET; NORTH 46° 15' WEST 225.42 FEET; THENCE CROSSING FROM THE WEST TO THE EAST RIGHT-OF-WAY OF SAID HIGHWAY 762 NORTH 88° 42' 30" WEST 84.78 FEET; THENCE CONTINUING NORTH 88° 42' 30" EAST 2094.43 FEET TO THE NORTH RIGHT-OF-WAY OF HIGHWAY 764; THENCE WITH SAID RIGHT-OF-WAY NORTH 64° 13' EAST 48.92 FEET; NORTH 67° 16' EAST 72.39 FEET; NORTH 65° 15' EAST 71.36 FEET; NORTH 59° 30' EAST 113.35 FEET; NORTH 55° 39' EAST 311.75 FEET; NORTH 58° 09' EAST 73.48 FEET; NORTH 59° 11' EAST 81.09 FEET; NORTH 59° 53' EAST 107.96 FEET; NORTH 61° 14' EAST 127.72 FEET; NORTH 63° 13' EAST 4.36 FEET TO THE POINT OF BEGINNING; CONTAINING APPROXIMATELY 738 ACRES. THIS DEED AND ACREAGE ARE SUBJECT TO ANY PUBLIC RIGHT-OF-WAY CONVEYANCES.

THIS DESCRIPTION WAS FURNISHED IN PART BY A FIELD SURVEY OF THE SOUTH PROPERTY LINE OF ASSOCIATED ENGINEERS SERVICES, INC., DATED FEBRUARY 18, 1988, AND THE BALANCE THEREOF TAKEN FROM THE ORIGINAL DESCRIPTION OF 862 ACRES, MORE OR LESS.

PARCEL NO. 2

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN OHIO COUNTY, KENTUCKY, ON THE CRANE POND ROAD, AND BOUNDED AS FOLLOWS, TO-WIT, ON THE NORTH BY LANDS OF THE GIVENS HEIRS AND THE LANDS OF ANCIL WHITTAKER, ON THE EAST BY THE LANDS OF ANCIL WHITTAKER, DICK WATKINS' HEIRS AND THE HEIRS OF LON SMITH ON THE SOUTH BY THE LANDS OF ARMET GREER, AND ON THE WEST BY THE LANDS OF NOEL KING AND BERNAIDINE KING AND SEPARATED THEREFROM BY THE BELLS RUN-CRANE POND ROAD, AND CONTAINING 72 ACRES, MORE OR LESS.

ABOVE DESCRIBED PROPERTY SUBJECT TO ALL RIGHTS, RESERVATIONS AND EASEMENTS, OF RECORD OR AS USED AND SUCH MATTERS AS MAY BE DISCLOSED BY AN ACCURATE SURVEY OF THE PROPERTY.

BEING A PART OF THE SAME PROPERTY CONVEYED TO THE GRANTOR HEREIN BY DEED FROM A. DAVIS BROOKRESOR ET AL., DATED SEPTEMBER 18, 1978, OF RECORD IN DEED BOOK 231 AT PAGE 36 IN THE OFFICE OF THE CLERK OF OHIO COUNTY COURT.

ALL OF SAID PROPERTY IS CONVEYED SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR AS USED AND SUBJECT TO ANY OUTSTANDING OIL, GAS, COAL OR OTHER MINERAL LEASES, INTEREST OR RESERVATIONS, IT BEING THE INTENT OF GRANTOR TO CONVEYED TO GRANTEEES ONLY SUCH OIL, GAS, COAL OR OTHER MINERAL INTERESTS OWNED BY GRANTER.



SURVEY

REV.	DATE	DESCRIPTION
0	6.29.17	PRELIM ISSUE W/ TITLE
1	7.25.17	ISSUED AS FINAL
1	8.1.17	OLC COMMENTS
2	11.9.18	WETLANDS BY OTHERS

SITE INFORMATION:
BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY
TAX PARCEL NUMBER:
 20-14 ETAL
PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378
SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYLO3666

POD NUMBER: 17-14420
DRAWN BY: RAE
CHECKED BY: MEP
SURVEY DATE: 6.19.17
PLAT DATE: 6.29.17

SHEET TITLE:
SITE SURVEY

SHEET NUMBER:
B-1.4

LAND SURVEYOR'S CERTIFICATE
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18-150.



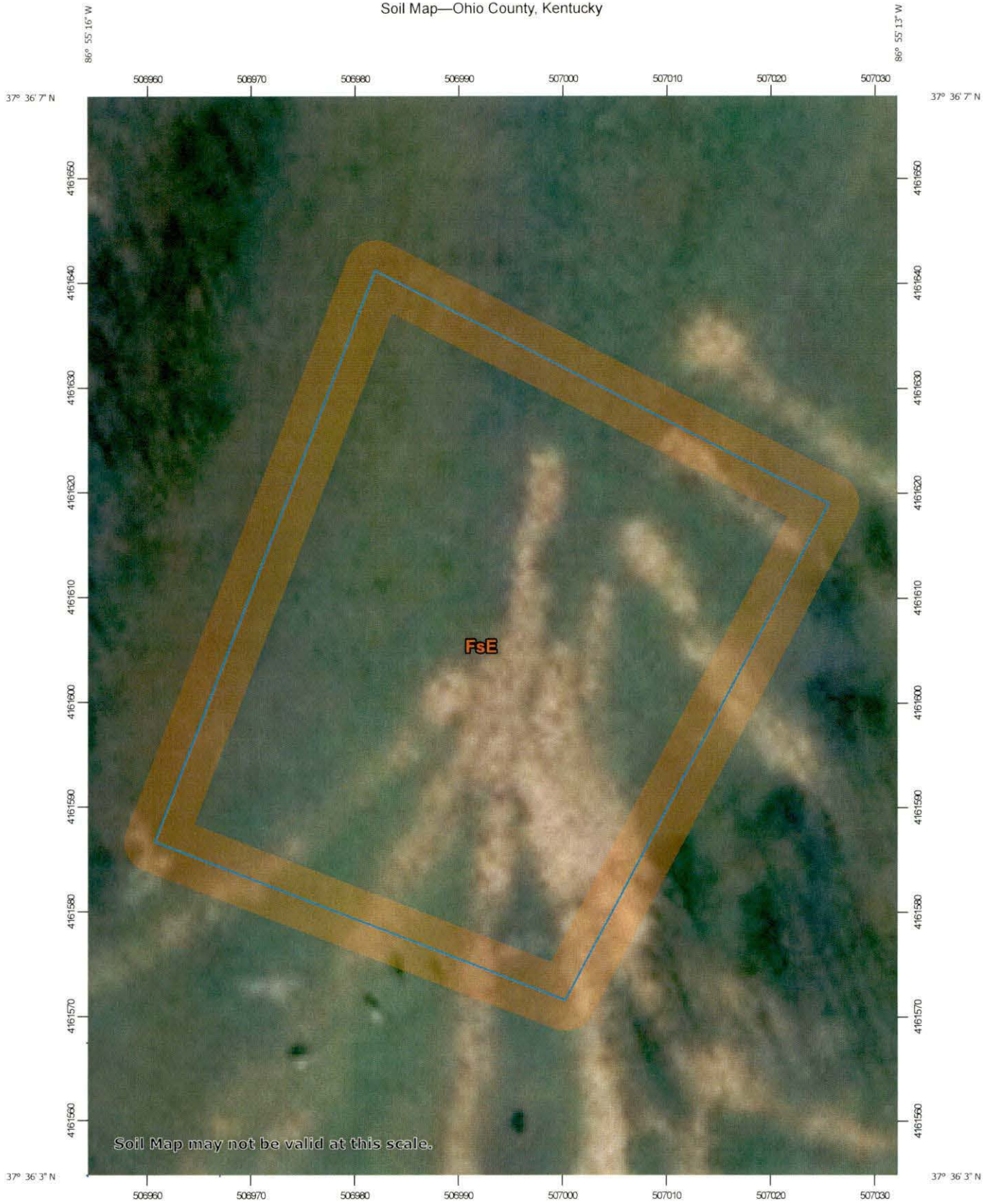
Mark Patterson 11/19/2018
 MARK PATTERSON, PLS #3136 DATE



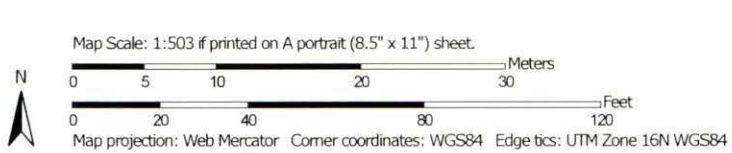
APPENDIX B

Soil Survey and Soil Descriptions

Soil Map—Ohio County, Kentucky




Soil Map may not be valid at this scale.



Soil Map—Ohio County, Kentucky

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)


Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot


 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water


 Perennial Water


 Rock Outcrop

 Saline Spot


 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ohio County, Kentucky

Survey Area Data: Version 16, Sep 16, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2012—Mar 9, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FsE	Frondorf-Wellston-Rosine silt loams, 20 to 30 percent slopes	0.6	100.0%
Totals for Area of Interest		0.6	100.0%

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description

Ohio County, Kentucky

FsE—Frondorf-Wellston-Rosine silt loams, 20 to 30 percent slopes

Map Unit Setting

National map unit symbol: lhmd

Elevation: 370 to 800 feet
Mean annual precipitation: 40 to 54 inches
Mean annual air temperature: 46 to 69 degrees F
Frost-free period: 163 to 205 days
Farmland classification: Not prime farmland

Map Unit Composition

Frondorf and similar soils: 40 percent
Wellston and similar soils: 25 percent
Rosine and similar soils: 15 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Frondorf

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Thin fine-loamy noncalcareous loess over loamy residuum weathered from sandstone and siltstone

Typical profile

H1 - 0 to 20 inches: silt loam
H2 - 20 to 36 inches: gravelly silt loam
R - 36 to 46 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 30 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 5.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Hydric soil rating: No

Description of Wellston

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope

Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Thin fine-silty noncalcareous loess over loamy residuum weathered from sandstone and siltstone

Typical profile

H1 - 0 to 6 inches: silt loam
H2 - 6 to 36 inches: silt loam
H3 - 36 to 65 inches: silt loam
R - 65 to 75 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 30 percent
Depth to restrictive feature: 40 to 72 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: High (about 10.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Hydric soil rating: No

Description of Rosine

Setting

Landform: Hills
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Thin fine-silty noncalcareous loess over clayey residuum weathered from shale and siltstone

Typical profile

H1 - 0 to 4 inches: silt loam
H2 - 4 to 22 inches: silty clay loam
H3 - 22 to 50 inches: silty clay
H4 - 50 to 60 inches: channery silty clay loam
Cr - 60 to 70 inches: weathered bedrock

Properties and qualities

Slope: 20 to 30 percent
Depth to restrictive feature: 40 to 80 inches to paralithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high (0.20 to 0.60 in/hr)

Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: High (about 9.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Caneyville

Percent of map unit: 4 percent
Hydric soil rating: No

Clifty

Percent of map unit: 4 percent
Hydric soil rating: No

Other soils

Percent of map unit: 4 percent
Hydric soil rating: No

Steff

Percent of map unit: 4 percent
Hydric soil rating: No

Zanesville

Percent of map unit: 4 percent
Hydric soil rating: No

Data Source Information

Soil Survey Area: Ohio County, Kentucky
Survey Area Data: Version 16, Sep 16, 2018

**EXHIBIT H
DIRECTIONS TO WCF SITE**

Driving Directions to Proposed Tower Site

1. Beginning at 130 E. Washington Street, Hartford, KY, head southwest on E. Washington Street towards US-231 N / S. Main Street and travel approximately 354 feet.
2. Turn right onto US-231 N / S. Main Street and travel approximately 10.5 miles.
3. Turn right onto KY-2115 and travel approximately 1.1 miles.
4. Turn right onto KY-764 and travel approximately 3.9 miles.
5. The site is on the left at 6235 State Route 764, Whitesville, KY. The site coordinates are:
 - a. North 37 deg 36 min 07.58 sec
 - b. West 86 deg 55 min 14.02 sec



Prepared by:
Aaron Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Evansville
Cell Site Number: KYL03666
Cell Site Name: Bell Run
Fixed Asset Number: 13800750

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 Fred Marksberry Jr, (1/2 interest), an individual, the Fred and Thelma J. Marksberry Trust dated September 4, 2002 (1/2 interest), having a mailing address of 6235 State Route 764, Whitesville, KY 42378 ("**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 1**, together with all rights and privileges arising in connection therewith, located at 6235 State Rt. 764, Whitesville, KY 42378, in the County of Ohio, 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 (100' x 100') square feet including the air space above such ground space, as described on attached **Exhibit 1** (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 # KYL03666; Cell Site Name: Bell Run (KY)
Fixed Asset No.: 13800750
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: KYL03666; Cell Site Name: Bell Run (KY)
Fixed Asset No.: 13800750
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: Fred Marksberry Jr.
6235 State Route 764
Whitesville, KY 42378

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 # KYL03666; Cell Site Name: Bell Run (KY)
Fixed Asset No: 13800750
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"

Fred Marksberry Jr.

By: [Signature]

Print Name: Fred Marksberry Jr.

Its: Owner

Date: 5/8/17

Fred and Thelma J. Marksberry Trust dated September 4, 2002

By: [Signature]

Print Name: Fred Marksberry Jr.

Its: Owner

Date: 5/8/17

LANDLORD ACKNOWLEDGMENT

STATE OF Kentucky)

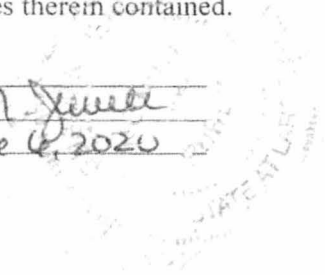
) ss:

COUNTY OF Dawson)

On the 8 day of May, 2017 before me, personally appeared Fred Marksberry Jr., 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.

Notary Public: Jessan N. Jewell

My Commission Expires: June 6, 2020



"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]

Print Name: Bryan Coleman

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

Date: 9/18/2017

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 18 day of September, 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.



[Signature]
Notary Public: Kathy M. McLaughlin
My Commission Expires: 10-26-2020

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Option and Lease Agreement dated August 19, 2017, by and between Fred Marksberry Jr. , as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Being the same property conveyed to Fred Marksberry, Sr. and Fred Marksberry, Jr. by Deed dated February 24, 1988, of record in Deed Book 264, Page 169, in the Office of the Clerk of Ohio County, Kentucky. See also Will of Fred Marksberry, Sr. of record in Will Book 20, Page 642, Affidavit of Trust in Miscellaneous Book 56, Page 688, and Deed of Conveyance in Deed Book 345, Page 709.

The Premises are described and/or depicted as follows:

Fred Marksberry Jr. Trustee 8/5/17
Fred and Thelma Marksberry Trust

Fred Marksberry Jr. 8/5/17
Fred Marksberry Jr.

DocuSign Envelope ID: DB4794E4-B481-4091-BCAD-E313E6538A8

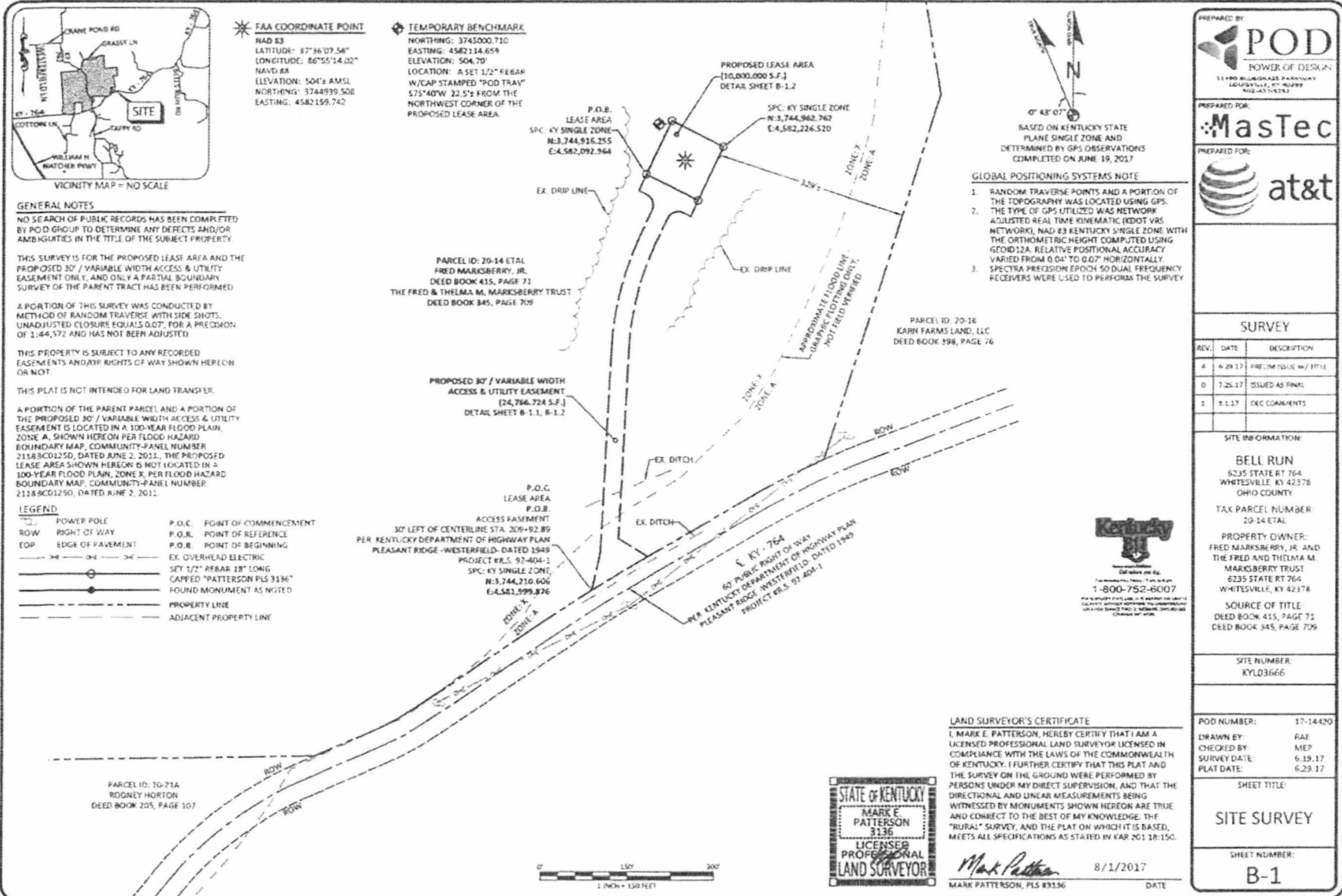


EXHIBIT 11

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

To Whom It May Concern,

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 J
NOTIFICATION LISTING

Bell Run – Notice List

Marksberry Fred Jr & Etal
6235 State Rt 764
Whitesville, KY 42378

Howard Richard
5721 State Rt 764
Whitesville, KY 42378

Richard Howard
5721 State Rt 764
Whitesville, KY 764

Bieser Judy L & Michael P
52 Toothacres Ln
Hartford, KY 42347

Karn Farms Land LLC
201 Westerfield Ln
Philpot, KY 42366

Worthington Ray L & Glenda J
6540 Todd Bridge Rd
Owensboro, KY 42301

Frazier Sharon Etal
c/o Patsy Drewery
2 Colonial Ct
Owensboro, KY 42303

Brooks Lonnie Jr & Anna
P.O. Box 48
Whitesville, KY 42378

Thompson Mark A: Ronald B Thompson; Paul M Thompson
301 Hwy 140 W
Utica, KY 42376

McQuary Thomas C & Mary Beth
695 M H Dowell Ln
Irvington, KY 40146

Hall Richard L & Oletta K
1100 State Rte 762
Whitesville, KY 42378

Hardesty Benjamin P
6116 State Rt 764
Whitesville, KY 42378

Wimsatt James H
6116 State Rte 764
Whitesville, KY 42378

Rhodes Kevin Russell & Monica
1586 State Rte 762
Whitesville, KY 42378

Howard James Lee
6187 State Rte 764
Whitesville, KY 42378

Horton Rodney
35 Grassy Lane
Whitesville, KY 42378

Braden Jerry L & Carol J
95 Grassy Lane
Whitesville, KY 42378

Braden Jerry L & Carol K
95 Grassy Lane
Whitesville, KY 42378

Chapman Vickie
6151 State Rt 764
Whitesville, KY 42378

Blincoe Timothy E
1510 Daniels Ln
Owensboro, KY 42303

Gray Paul David & Dianna Lynn
1460 Bonds Mill Rd
Lawrenceburg, KY 40342

Smith Watkins Heirs
c/o John W Karn
1037 Myron Howard Ln
Whitesville, KY 42378

Martin William T & Scotti
6085 State Rt 764
Whitesville, KY 42378

Hickey Jeff & Yvonne
198 State Rte 762
Whitesville, KY 42378

Boone Timothy H & Teresa L
150 State Rte 762
Whitesville, KY 42378

Ambrose Barron
95 State Rte 762
Whitesville, KY 42378

Nicely Frank
49 State Rte 762
Whitesville, KY 42378

Howard Joe
c/o William Benningfield
P O Box 178
Ellettsville, IN 47429

Leroy's Land Sales Inc
2289 Taffy Rd
Hartford, KY 42347

Stearnsman Gary Neal & Mary Sue
5970 KY 764
Whitesville, KY 42378

Stearnsman Gary N
5970 KY 764
Whitesville, KY 42378

Stearnsman Jerry W
5960 Hwy 764
Whitesville, KY 42378

Wilson David & Delene
5946 KY 764
Whitesville, KY 42378

Wright Henry J
5930 State Rt 764
Whitesville, KY 42378

Rumage Jeffrey & Judy
5908 State Rt 764
Whitesville, KY 42378

Morgan Anthony L
5855 State Rt 764
Whitesville, KY 42378

Morgan Lyndell
5825 State Rt 764
Whitesville, KY 42378

Morgan Lyndell R & Daisy R
5825 Hwy 764
Whitesville, KY 42378

Morgan Adam C
150 Kates Hill Ln
Beaver Dam, KY 42320

Stone Donald & Toni Y
206 Cotton Lane
Whitesville, KY 42378

MacLeod Heather M
5722 State Rt 764
Whitesville, KY 42378

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION



1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Bell Run**

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 6235 State Route 764, Whitesville, Kentucky 42378 (37°36'07.58" North latitude, 86°55'14.02" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00010 in any correspondence sent in connection with this matter.

In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service to homes and businesses in the area. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies.

We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,
David A. Pike
Attorney for Applicant

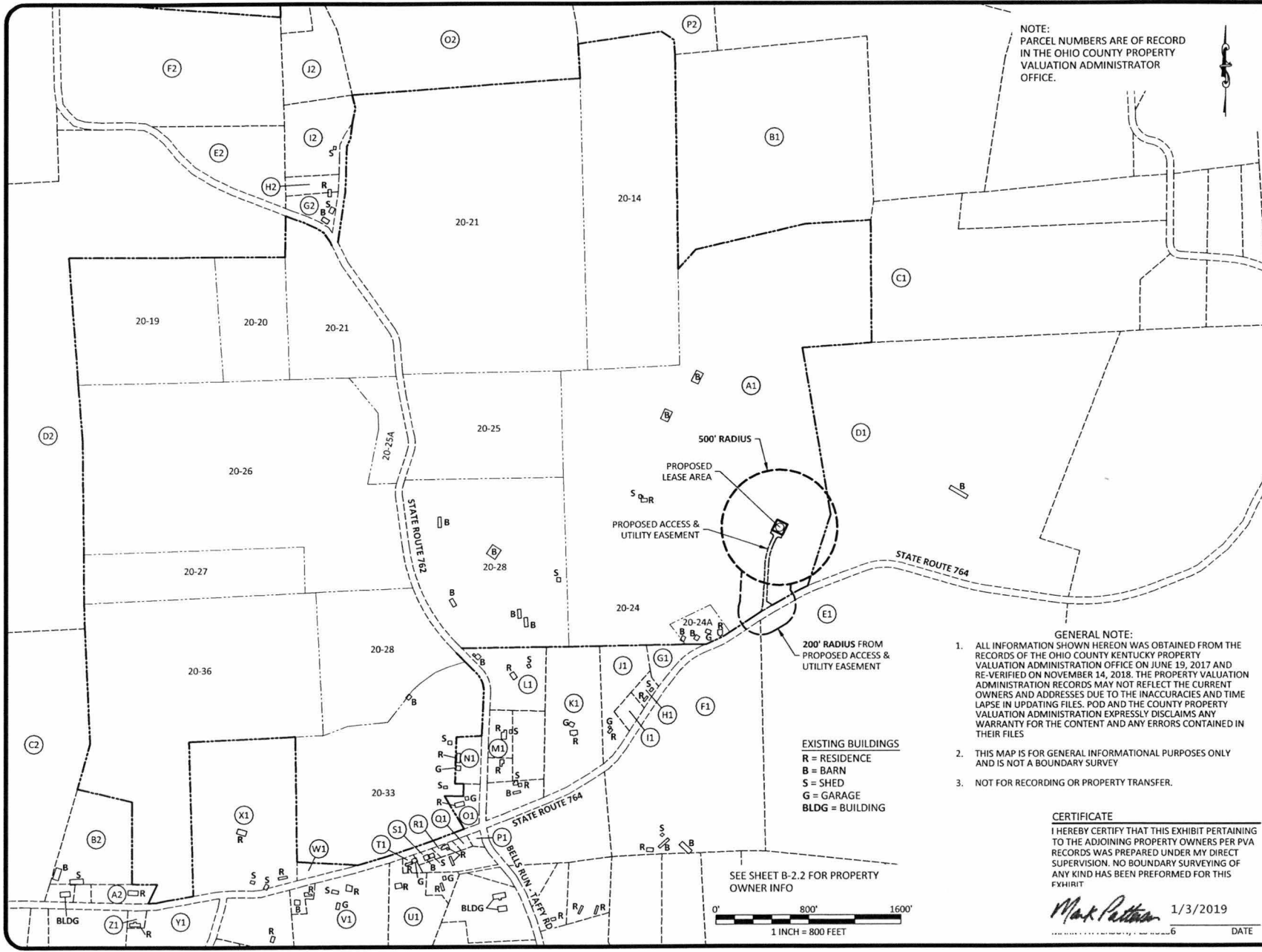
enclosure

Driving Directions to Proposed Tower Site

1. Beginning at 130 E. Washington Street, Hartford, KY, head southwest on E. Washington Street towards US-231 N / S. Main Street and travel approximately 354 feet.
2. Turn right onto US-231 N / S. Main Street and travel approximately 10.5 miles.
3. Turn right onto KY-2115 and travel approximately 1.1 miles.
4. Turn right onto KY-764 and travel approximately 3.9 miles.
5. The site is on the left at 6235 State Route 764, Whitesville, KY. The site coordinates are:
 - a. North 37 deg 36 min 07.58 sec
 - b. West 86 deg 55 min 14.02 sec



Prepared by:
Aaron Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293



NOTE:
PARCEL NUMBERS ARE OF RECORD
IN THE OHIO COUNTY PROPERTY
VALUATION ADMINISTRATOR
OFFICE.

PREPARED BY:
POD
POWER OF DESIGN
11490 BLUEGRASS PARKWAY
LOUISVILLE, KY 40299
502-437-9292

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV.	DATE	DESCRIPTION
A	11.26.18	ISSUED FOR REVIEW

SITE INFORMATION:
BELL RUN
6235 STATE RT 764
WHITESVILLE, KY 42378
OHIO COUNTY

TAX PARCEL NUMBER:
20-14 ETAL

PROPERTY OWNER:
FRED MARKSBERRY, JR. AND
THE FRED AND THELMA M.
MARKSBERRY TRUST
6235 STATE RT 764
WHITESVILLE, KY 42378

SOURCE OF TITLE:
DEED BOOK 415, PAGE 71
DEED BOOK 345, PAGE 709

SITE NUMBER:
KYL03666

POD NUMBER: 17-14421
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 6.19.17
PLAT DATE: 11.14.18

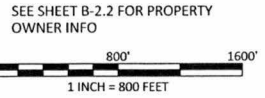
SHEET TITLE:
**500' RADIUS AND
ABUTTERS MAP**

SHEET NUMBER:
B-2

- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE OHIO COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON JUNE 19, 2017 AND RE-VERIFIED ON NOVEMBER 14, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
 2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
 3. NOT FOR RECORDING OR PROPERTY TRANSFER.

CERTIFICATE
I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT

Mark Patton 1/3/2019
DATE



(A1) PARCEL ID: 20-14 ET AL
 (20-14, 17, 19, 20, 21, 24, 24A,
 25, 25A, 26, 27, 28, 33, 36)
 MARKSBERRY FRED JR & ETAL
 6235 STATE RT 764
 WHITESVILLE, KY 42378

(B1) PARCEL ID: 20-10 ET AL
 KARN FARMS LAND LLC
 201 WESTERFIELD LN
 PHILPOT, KY 42366

(C1) PARCEL ID: 20-22
 FRAZIER SHARON ETAL c/o PATSY DREWERY
 2 COLONIAL CT
 OWENSBORO, KY 42303

(D1) PARCEL ID: 20-23B
 THOMPSON MARK A, RONALD B
 THOMPSON, PAUL M THOMPSON
 301 HWY 140 W
 UTICA, KY 42376

(E1) PARCEL ID: 20-29
 MCQUARRY THOMAS C & MARY BETH
 695 M H DOWELL LN
 IRVINGTON, KY 40146

(F1) PARCEL ID: 20-30C
 HARDESTY BENJAMIN P
 6116 STATE RT 764
 WHITESVILLE, KY 42378

(G1) PARCEL ID: 20-30D
 HOWARD JAMES LEE
 6187 STATE RTE 764
 WHITESVILLE, KY 42378

(H1) PARCEL ID: 20-30A
 HOWARD JAMES LEE
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 WHITESVILLE, KY 42378

(O1) PARCEL ID: 20-32
 NICELY FRANK
 49 STATE RTE 762
 WHITESVILLE, KY 42378

(P1) PARCEL ID: 20-38-11
 LEROY'S LAND SALES INC
 2289 TAFFY RD
 HARTFORD, KY 42347

(Q1) PARCEL ID: 20-38-10A
 STEARSMAN GARY NEAL & MARY SUE
 5970 KY 764
 WHITESVILLE, KY 42378

(R1) PARCEL ID: 20-38-10
 STEARSMAN GARY N
 5970 KY 764
 WHITESVILLE, KY 42378

(S1) PARCEL ID: 20-39
 STEARSMAN JERRY W
 5960 HWY 764
 WHITESVILLE, KY 42378

(T1) PARCEL ID: 20-38
 WILSON DAVID & DELENE
 5946 KY 764
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 5908 STATE RT 764
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(Y1) PARCEL ID: 38-1
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(Z1) PARCEL ID: 38-1A
 MACLEOD HEATHER M
 5722 STATE RT 764
 WHITESVILLE, KY 42378

(A2) PARCEL ID: 20-36B
 HOWARD RICHARD
 5721 STATE RT 764
 WHITESVILLE, KY 764

(B2) PARCEL ID: 20-36B-1, 2, & 3
 WORTHINGTON RAY L & GLENDA J
 6540 TODD BRIDGE RD
 OWENSBORO, KY 42301

(C2) PARCEL ID: 20-37
 BROOKS LONNIE JR & ANNA
 P.O. BOX 48
 WHITESVILLE, KY 42378

(D2) PARCEL ID: 20-18
 KARM FARMS LAND LLC
 201 WESTERFIELD LN
 PHILPOT, KY 42366

(E2) PARCEL ID: 20-18A-1
 HALL RICHARD L & OLETTA K
 1100 STATE RTE 762
 WHITESVILLE, KY 42378

(F2) PARCEL ID: 20-17A
 RHODES KEVIN RUSSELL & MONICA
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 WHITESVILLE, KY 42378

(I2) PARCEL ID: 20-21A-2
 BLINCOE TIMOTHY E
 1510 DANIELS LN
 OWENSBORO, KY 42303

(J2) PARCEL ID: 20-16
 SMITH WATKINS HEIRS c/o JOHN W KARN
 1037 MYRON HOWARD LN
 WHITESVILLE, KY 42378

(O2) PARCEL ID: 20-15
 HOWARD JOE
 c/o WILLIAM BENNINGFIELD
 P.O. BOX 178
 ELLETTSVILLE, IN 47429

(P2) PARCEL ID: 20-10 ET AL
 KARN FARMS LAND LLC
 201 WESTERFIELD LN
 PHILPOT, KY 42366



EXHIBIT

REV	DATE	DESCRIPTION
A	11.26.18	ISSUED FOR REVIEW

SITE INFORMATION:
BELL RUN
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 OHIO COUNTY
 TAX PARCEL NUMBER:
 20-14 ETAL
 PROPERTY OWNER:
 FRED MARKSBERRY, JR. AND
 THE FRED AND THELMA M.
 MARKSBERRY TRUST
 6235 STATE RT 764
 WHITESVILLE, KY 42378
 SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYL03666

POD NUMBER: 17-14421
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 6.19.17
 PLAT DATE: 11.14.18

SHEET TITLE:
**500' RADIUS AND
 ABUTTERS MAP**

SHEET NUMBER:
B-2.1

CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT

Mark Patterson 1/3/2019
 DATE

EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-0369
Phone (502) 955-4400 or (800) 516-4293
Fax (502) 543-4410 or (800) 541-4410

VIA CERTIFIED MAIL

Hon. David Johnston
County Judge Executive
130 E. Washington Street, Suite 209
Hartford, KY 42347

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2019-00010
Site Name: Bell Run

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 6235 State Route 764, Whitesville, KY 42378 (37°36'07.58" North latitude, 86°55'14.02" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00010 in any correspondence sent in connection with this matter.

In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also provide wireless local loop ("WLL") broadband internet service to homes and businesses in the area. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies.

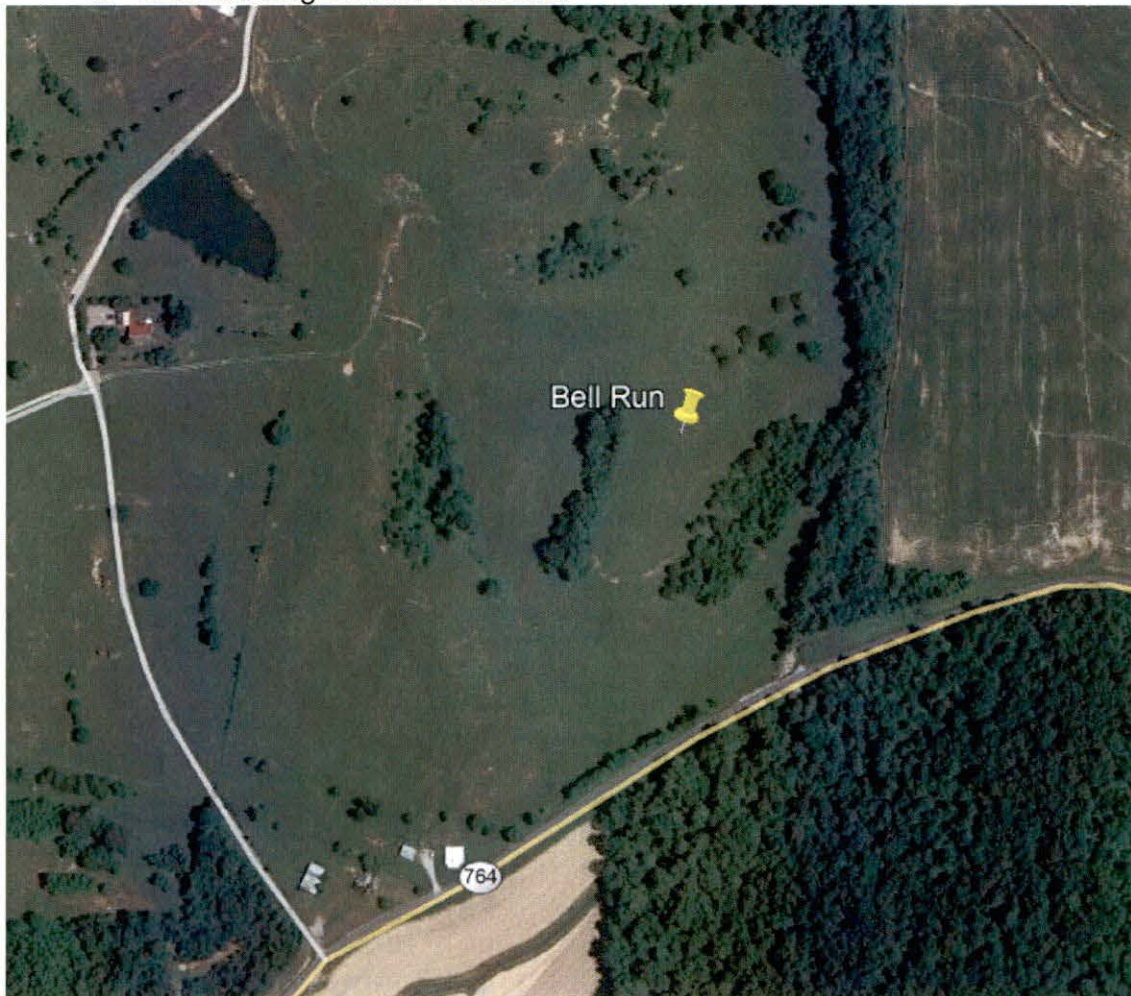
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us with any comments or questions you may have.

Sincerely,
David A. Pike
Attorney for Applicant

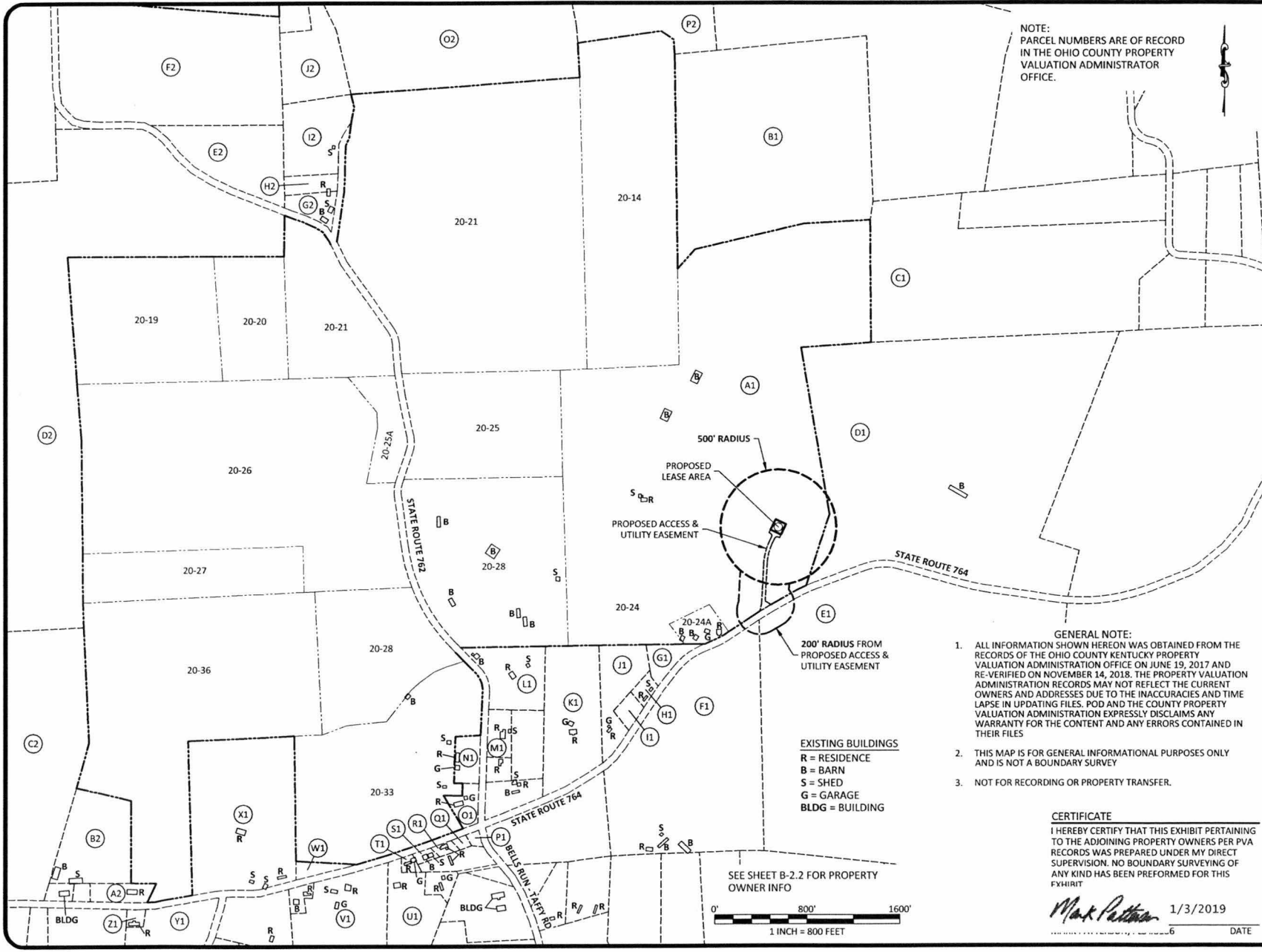
enclosures

Driving Directions to Proposed Tower Site

1. Beginning at 130 E. Washington Street, Hartford, KY, head southwest on E. Washington Street towards US-231 N / S. Main Street and travel approximately 354 feet.
2. Turn right onto US-231 N / S. Main Street and travel approximately 10.5 miles.
3. Turn right onto KY-2115 and travel approximately 1.1 miles.
4. Turn right onto KY-764 and travel approximately 3.9 miles.
5. The site is on the left at 6235 State Route 764, Whitesville, KY. The site coordinates are:
 - a. North 37 deg 36 min 07.58 sec
 - b. West 86 deg 55 min 14.02 sec



Prepared by:
Aaron Roof
Pike Legal Group PLLC
1578 Highway 44 East, Suite 6
P.O. Box 369
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293



NOTE:
PARCEL NUMBERS ARE OF RECORD
IN THE OHIO COUNTY PROPERTY
VALUATION ADMINISTRATOR
OFFICE.

PREPARED BY:
POD
POWER OF DESIGN
11490 BLUEGRASS PARKWAY
LOUISVILLE, KY 40299
502-437-9292

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV.	DATE	DESCRIPTION
A	11.26.18	ISSUED FOR REVIEW

SITE INFORMATION:
BELL RUN
6235 STATE RT 764
WHITESVILLE, KY 42378
OHIO COUNTY

TAX PARCEL NUMBER:
20-14 ETAL

PROPERTY OWNER:
FRED MARKSBERRY, JR. AND
THE FRED AND THELMA M.
MARKSBERRY TRUST
6235 STATE RT 764
WHITESVILLE, KY 42378

SOURCE OF TITLE:
DEED BOOK 415, PAGE 71
DEED BOOK 345, PAGE 709

SITE NUMBER:
KYL03666

POD NUMBER: 17-14421
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 6.19.17
PLAT DATE: 11.14.18

SHEET TITLE:
**500' RADIUS AND
ABUTTERS MAP**

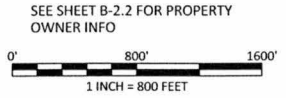
SHEET NUMBER:
B-2

EXISTING BUILDINGS
R = RESIDENCE
B = BARN
S = SHED
G = GARAGE
BLDG = BUILDING

- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE OHIO COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON JUNE 19, 2017 AND RE-VERIFIED ON NOVEMBER 14, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
 2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
 3. NOT FOR RECORDING OR PROPERTY TRANSFER.

CERTIFICATE
I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT

Max Patton 1/3/2019
DATE



(A1) PARCEL ID: 20-14 ET AL
 (20-14, 17, 19, 20, 21, 24, 24A,
 25, 25A, 26, 27, 28, 33, 36)
 MARKSBERRY FRED JR & ETAL
 6235 STATE RT 764
 WHITESVILLE, KY 42378

(B1) PARCEL ID: 20-10 ET AL
 KARN FARMS LAND LLC
 201 WESTERFIELD LN
 PHILPOT, KY 42366

(C1) PARCEL ID: 20-22
 FRAZIER SHARON ETAL c/o PATSY DREWERY
 2 COLONIAL CT
 OWENSBORO, KY 42303

(D1) PARCEL ID: 20-23B
 THOMPSON MARK A, RONALD B
 THOMPSON, PAUL M THOMPSON
 301 HWY 140 W
 UTICA, KY 42376

(E1) PARCEL ID: 20-29
 MCQUARRY THOMAS C & MARY BETH
 695 M H DOWELL LN
 IRVINGTON, KY 40146

(F1) PARCEL ID: 20-30C
 HARDESTY BENJAMIN P
 6116 STATE RT 764
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 HOWARD JAMES LEE
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(S1) PARCEL ID: 38-9
 STEARSMAN JERRY W
 5960 HWY 764
 WHITESVILLE, KY 42378

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 WILSON DAVID & DELENE
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 P.O. BOX 178
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(P2) PARCEL ID: 20-10 ET AL
 KARN FARMS LAND LLC
 201 WESTERFIELD LN
 PHILPOT, KY 42366

PREPARED BY:  **POD**
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:  **MasTec**

PREPARED FOR:  **at&t**

EXHIBIT

REV.	DATE	DESCRIPTION
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SITE INFORMATION:
BELL RUN
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 OHIO COUNTY

TAX PARCEL NUMBER:
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 THE FRED AND THELMA M.
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 6235 STATE RT 764
 WHITESVILLE, KY 42378

SOURCE OF TITLE:
 DEED BOOK 415, PAGE 71
 DEED BOOK 345, PAGE 709

SITE NUMBER:
 KYLO3666

POD NUMBER: 17-14421
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SURVEY DATE: 6.19.17
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SHEET TITLE:
**500' RADIUS AND
 ABUTTERS MAP**

SHEET NUMBER:
B-2.1

CERTIFICATE
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING
 TO THE ADJOINING PROPERTY OWNERS PER PVA
 RECORDS WAS PREPARED UNDER MY DIRECT
 SUPERVISION. NO BOUNDARY SURVEYING OF
 ANY KIND HAS BEEN PERFORMED FOR THIS
 EXHIBIT

Mark Patton 1/3/2019
 _____ DATE

EXHIBIT M
COPY OF POSTED NOTICES
AND NEWSPAPER NOTICE ADVERTISEMENT

SITE NAME: BELL RUN
NOTICE SIGNS

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word "**tower**," which is at least four (4) inches in height.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00010 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00010 in your correspondence.

VIA TELEPHONE: 270-298-7100

Ohio County Times News
314 Main Street
PO Box 226
Hartford, KY 42347

RE: Legal Notice Advertisement
Site Name: Bell Run

Dear Ohio County Times News:

Please publish the following legal notice advertisement in the next edition of *The Ohio County Times News*:

NOTICE

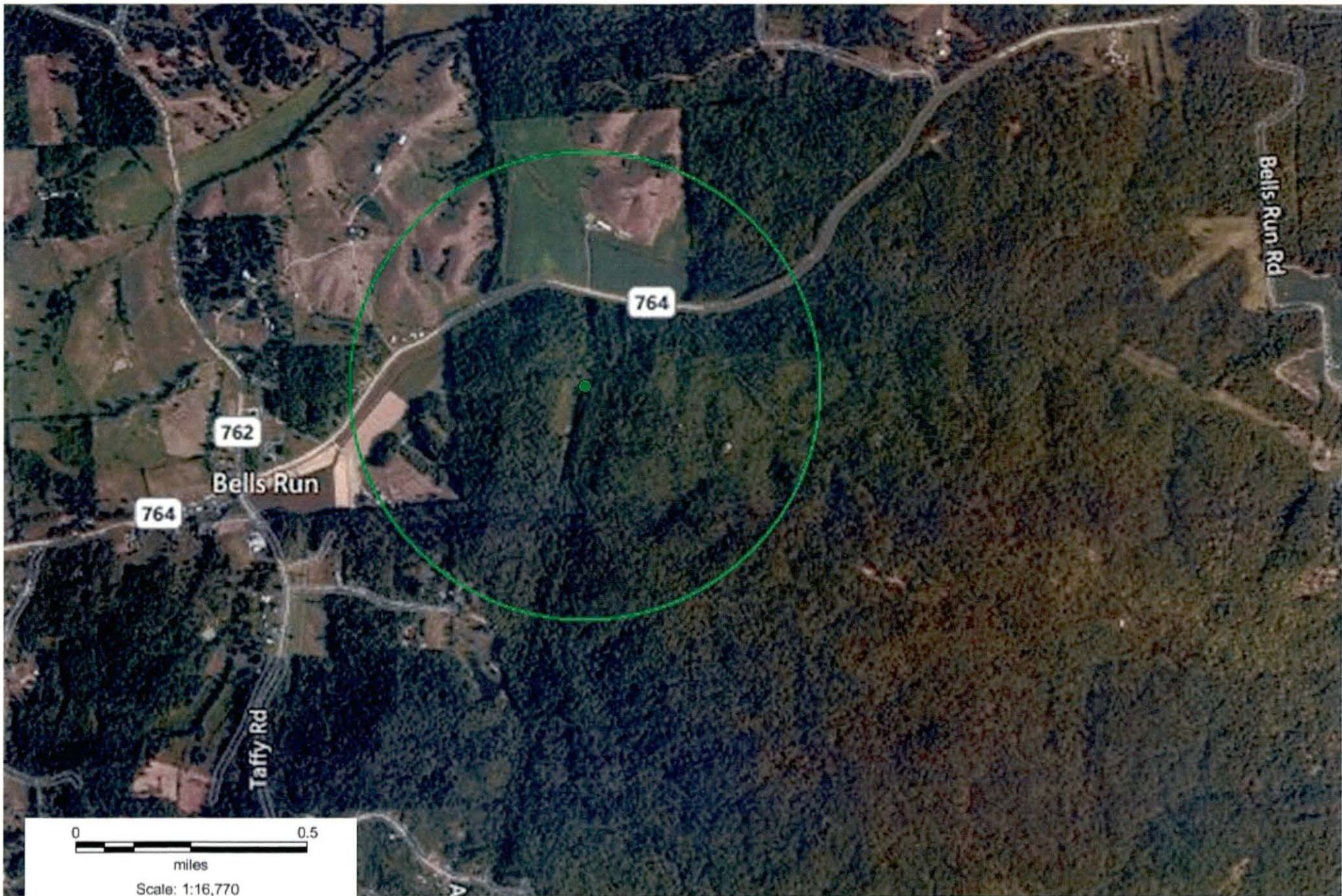
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After this advertisement has been published, please forward a tearsheet copy, affidavit of publication, and invoice to Pike Legal Group, PLLC, P. O. Box 369, Shepherdsville, KY 40165. Please call me at (800) 516-4293 if you have any questions. Thank you for your assistance.

Sincerely,

Aaron L. Roof
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.598016
Lon: -86.915955
Radius: .5 miles

Bell Run Search Area