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PUBLIC SERVICE  
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**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	)	CASE NO.: 2019-00020
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF HARLAN	)	

SITE NAME: CAWOOD

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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. 4<sup>th</sup> 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 on Stillhouse Branch, Cawood, Kentucky 40815 (36°47'19.32" North latitude, 83°14'15.07" 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 Lisa Renee and Terry Lynn Roddy pursuant to a Deeds recorded at Deed Book 324, Page 1, Deed Book 330, Page 541, and Deed Book 321, Page 289 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-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 documentation confirming that notice to the Federal Aviation Administration ("FAA") is not required for this site is attached as **Exhibit E**.

12. A copy of documentation confirming that notice to the Kentucky Airport Zoning Commission ("KAZC") Approval is not required for this site 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 site is not within any flood hazard area.

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 mountainous

and heavily wooded.

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](mailto: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,



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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

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 KNKN673	File Number
Radio Service CL - Cellular	
Market Numer CMA453	Channel Block A
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003291192

Market Name Kentucky 11 - Clay
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Grant Date	Effective Date	Expiration Date	Five Yr Build-Out Date	Print Date
08-30-2011	08-31-2018	10-01-2021		

Site Information:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
4	36-44-50.6 N	084-08-43.6 W	469.7	62.2	1043812
Address: 969 CELL TOWER ROAD (76426)					
City: WILLIAMSBURG County: WHITLEY State: KY Construction Deadline:					

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
Transmitting ERP (watts)	80.790	33.632	2.346	0.254	0.164	0.164	5.156	40.160

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
Transmitting ERP (watts)	1.159	16.802	80.666	104.784	22.590	1.407	0.209	0.204

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500
Transmitting ERP (watts)	0.393	0.106	0.095	1.187	9.994	34.712	26.126	3.238

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.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
7	36-38-29.0 N	083-46-24.9 W	917.4	64.9	1056643

Address: 2 MILES NORTHWEST OF NOETOWN 19 MIL (76435)

City: Middlesboro County: BELL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	514.300	514.900	478.800	557.800	452.400	334.800	345.400	421.600
Transmitting ERP (watts)	41.864	12.118	1.035	0.164	0.104	0.102	0.886	11.503

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	514.300	514.900	478.800	557.800	452.400	334.800	345.400	421.600
Transmitting ERP (watts)	0.286	0.947	0.706	0.874	0.879	0.224	0.101	0.109

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
12	36-58-46.0 N	083-01-30.2 W	736.8	80.5	1010610

Address: 21834 HIGHWAY 160 (76432)

City: GORDON County: LETCHER State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	316.700	319.800	30.000	54.700	30.000	198.900	238.900	287.300
Transmitting ERP (watts)	112.719	46.762	8.219	1.163	0.285	0.298	5.383	44.574

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	316.700	319.800	30.000	54.700	30.000	198.900	238.900	287.300
Transmitting ERP (watts)	0.636	12.989	91.274	94.955	26.405	2.175	0.841	0.311

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	316.700	319.800	30.000	54.700	30.000	198.900	238.900	287.300
Transmitting ERP (watts)	1.458	0.224	0.588	1.866	27.246	84.787	72.123	11.074

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	36-40-53.1 N	084-08-46.5 W	446.2	58.8	

Address: 895 WAGON WHEEL ROAD (76433)

City: WILLIAMSBURG County: WHITLEY State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	159.200	160.200	107.400	125.700	101.200	58.800	107.500	145.600
Transmitting ERP (watts)	24.755	89.034	70.279	10.065	1.351	0.211	0.387	1.828

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
13	36-40-53.1 N	084-08-46.5 W	446.2	58.8	

Address: 895 WAGON WHEEL ROAD (76433)  
City: WILLIAMSBURG County: WHITLEY State: KY Construction Deadline:

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	159.200	160.200	107.400	125.700	101.200	58.800	107.500	145.600
Transmitting ERP (watts)	0.124	3.716	14.234	28.095	19.823	32.016	11.426	8.167

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	159.200	160.200	107.400	125.700	101.200	58.800	107.500	145.600
Transmitting ERP (watts)	21.702	2.370	0.815	0.286	0.611	12.974	63.085	92.160

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	36-50-41.4 N	084-09-27.9 W	410.0	97.8	1204258

Address: 4499 HIGHWAY 511 (64046)  
City: Rockholds County: WHITLEY State: KY Construction Deadline: 02-23-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	137.900	124.500	157.700	188.600	187.400	152.500	147.000
Transmitting ERP (watts)	40.926	37.139	5.069	0.465	0.105	0.099	1.028	10.105

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	144.000	137.900	124.500	157.700	188.600	187.400	152.500	147.000
Transmitting ERP (watts)	0.176	0.199	0.523	10.033	46.347	45.959	7.311	1.005

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	37-09-19.2 N	083-26-33.1 W	516.6	98.1	1043811

Address: 2255 DAVIDSON FORK ROAD (76424)  
City: THOUSAND STICKS County: LESLIE State: KY Construction Deadline: 02-23-2013

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	255.100	250.600	210.300	157.900	145.900	186.400	230.000	208.500
Transmitting ERP (watts)	183.310	76.153	8.501	2.109	0.426	0.548	8.899	75.006

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	255.100	250.600	210.300	157.900	145.900	186.400	230.000	208.500
Transmitting ERP (watts)	1.243	25.877	136.672	204.174	47.594	4.976	1.640	0.627

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	37-09-19.2 N	083-26-33.1 W	516.6	98.1	1043811

Address: 2255 DAVIDSON FORK ROAD (76424)  
City: THOUSAND STICKS County: LESLIE State: KY Construction Deadline: 02-23-2013

Antenna: 3  
Maximum Transmitting ERP in Watts: 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
Antenna Height AAT (meters) 255.100 250.600 210.300 157.900 145.900 186.400 230.000 208.500  
Transmitting ERP (watts) 2.923 0.456 0.895 4.155 54.327 193.511 147.915 23.334

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
18	36-45-42.1 N	083-40-29.0 W	685.2	129.5	1215974

Address: RO7 PO BOX 264E BIRD BRANCH ROAD (76437)  
City: PINEVILLE County: BELL State: KY Construction Deadline: 02-23-2013

Antenna: 1  
Maximum Transmitting ERP in Watts: 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
Antenna Height AAT (meters) 314.900 270.100 337.000 312.300 338.800 334.000 355.300 387.000  
Transmitting ERP (watts) 91.981 37.204 3.868 0.986 0.201 0.271 4.377 36.079

Antenna: 2  
Maximum Transmitting ERP in Watts: 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
Antenna Height AAT (meters) 314.900 270.100 337.000 312.300 338.800 334.000 355.300 387.000  
Transmitting ERP (watts) 2.152 13.241 26.567 29.575 18.963 5.601 3.888 1.518

Antenna: 3  
Maximum Transmitting ERP in Watts: 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
Antenna Height AAT (meters) 314.900 270.100 337.000 312.300 338.800 334.000 355.300 387.000  
Transmitting ERP (watts) 5.299 1.993 2.409 5.378 23.634 32.748 36.478 14.971

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
19	36-53-53.5 N	083-19-27.0 W	858.6	35.4	

Address: 3017 NORTH US HIGHWAY 421 (76355)  
City: BAXTER County: HARLAN State: KY Construction Deadline: 02-23-2013

Antenna: 1  
Maximum Transmitting ERP in Watts: 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
Antenna Height AAT (meters) 423.700 288.900 270.400 273.500 415.500 424.000 260.500 381.500  
Transmitting ERP (watts) 118.281 51.051 5.389 1.305 0.258 0.357 5.945 46.435

Antenna: 2  
Maximum Transmitting ERP in Watts: 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
Antenna Height AAT (meters) 423.700 288.900 270.400 273.500 415.500 424.000 260.500 381.500  
Transmitting ERP (watts) 4.387 28.108 56.992 61.619 38.611 11.792 8.653 3.099

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

**Location** **Latitude** **Longitude** **Ground Elevation (meters)** **Structure Hgt to Tip (meters)** **Antenna Structure Registration No.**  
19 36-53-53.5 N 083-19-27.0 W 858.6 35.4  
**Address:** 3017 NORTH US HIGHWAY 421 (76355)  
**City:** BAXTER **County:** HARLAN **State:** KY **Construction Deadline:** 02-23-2013

**Antenna: 3**

**Maximum Transmitting ERP in Watts:** 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
**Antenna Height AAT (meters)** 423.700 288.900 270.400 273.500 415.500 424.000 260.500 381.500  
**Transmitting ERP (watts)** 1.510 0.244 0.451 2.060 26.719 99.966 80.742 11.222

**Location** **Latitude** **Longitude** **Ground Elevation (meters)** **Structure Hgt to Tip (meters)** **Antenna Structure Registration No.**  
22 37-09-01.0 N 083-41-03.6 W 484.0 94.4 1267062  
**Address:** Bear Creek Rd (87003)  
**City:** Hector **County:** CLAY **State:** KY **Construction Deadline:** 02-23-2013

**Antenna: 1**

**Maximum Transmitting ERP in Watts:** 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
**Antenna Height AAT (meters)** 247.900 220.000 188.600 160.500 206.100 259.700 247.500 246.500  
**Transmitting ERP (watts)** 153.770 65.269 4.896 0.487 0.313 0.307 9.959 76.610

**Antenna: 2**

**Maximum Transmitting ERP in Watts:** 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
**Antenna Height AAT (meters)** 247.900 220.000 188.600 160.500 206.100 259.700 247.500 246.500  
**Transmitting ERP (watts)** 1.554 22.565 112.704 140.260 30.708 1.874 0.302 0.278

**Antenna: 3**

**Maximum Transmitting ERP in Watts:** 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
**Antenna Height AAT (meters)** 247.900 220.000 188.600 160.500 206.100 259.700 247.500 246.500  
**Transmitting ERP (watts)** 1.012 0.314 0.295 4.424 44.416 139.728 106.944 13.222

**Location** **Latitude** **Longitude** **Ground Elevation (meters)** **Structure Hgt to Tip (meters)** **Antenna Structure Registration No.**  
23 37-08-58.7 N 083-45-07.4 W 452.6 96.0 1043808  
**Address:** LUCAS ROAD ON TOP OF HILL (76428)  
**City:** MANCHESTER **County:** CLAY **State:** KY **Construction Deadline:**

**Antenna: 1**

**Maximum Transmitting ERP in Watts:** 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
**Antenna Height AAT (meters)** 212.800 191.000 150.800 181.400 199.900 198.200 202.800 202.900  
**Transmitting ERP (watts)** 111.736 45.822 5.058 1.185 0.248 0.336 5.441 44.976

**Antenna: 2**

**Maximum Transmitting ERP in Watts:** 140.820  
Azimuth(from true north) 0 45 90 135 180 225 270 315  
**Antenna Height AAT (meters)** 212.800 191.000 150.800 181.400 199.900 198.200 202.800 202.900  
**Transmitting ERP (watts)** 0.630 13.113 68.789 97.232 23.078 2.526 0.830 0.308



Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	37-08-58.7 N	083-45-07.4 W	452.6	96.0	1043808

Address: LUCAS ROAD ON TOP OF HILL (76428)  
City: MANCHESTER County: CLAY State: KY Construction Deadline:

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	212.800	191.000	150.800	181.400	199.900	198.200	202.800	202.900
Transmitting ERP (watts)	4.442	3.181	3.850	5.507	16.941	16.885	21.020	12.170

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
24	36-52-13.8 N	083-24-54.2 W	835.2	80.5	1007945

Address: 3700 WATTS CREEK TOWER ROAD (76431)  
City: WALLINS CREEK County: HARLAN State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	357.800	283.300	392.600	363.200	337.000	470.900	325.200	332.900
Transmitting ERP (watts)	116.142	48.918	4.986	1.287	0.267	0.341	5.779	46.632

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	357.800	283.300	392.600	363.200	337.000	470.900	325.200	332.900
Transmitting ERP (watts)	1.626	16.756	46.777	60.050	27.346	5.464	2.977	1.029

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	357.800	283.300	392.600	363.200	337.000	470.900	325.200	332.900
Transmitting ERP (watts)	1.479	0.233	0.427	2.031	27.025	95.886	77.822	11.442

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	36-36-37.5 N	083-42-49.1 W	346.5	60.3	1232693

Address: 131 AMESBURY STREET (76438)  
City: MIDDLESBORO County: BELL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	145.069	41.420	3.508	0.571	0.313	0.301	3.015	39.614

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	0.125	3.991	32.278	53.652	8.875	0.818	0.150	0.111

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	36-36-37.5 N	083-42-49.1 W	346.5	60.3	1232693

Address: 131 AMESBURY STREET (76438)  
City: MIDDLESBORO County: BELL State: KY Construction Deadline:

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	30.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000
Transmitting ERP (watts)	0.906	0.242	0.226	0.866	20.330	108.084	76.154	7.898

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
26	36-42-35.9 N	083-40-58.1 W	636.1	57.3	

Address: RURAL ROUTE 1 BOX 109 (76441)  
City: PINEVILLE County: BELL State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	218.900	188.400	284.100	201.300	245.000	65.400	242.700	257.700
Transmitting ERP (watts)	15.060	36.966	29.277	42.643	20.844	12.416	3.511	5.735

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	218.900	188.400	284.100	201.300	245.000	65.400	242.700	257.700
Transmitting ERP (watts)	0.639	0.133	0.186	4.240	28.970	66.602	17.897	2.186

Control Points:

Control Pt. No. 1

Address: 1650 LYNDON FARMS COURT  
City: LOUISVILLE County: State: KY Telephone Number: (502)329-4700

Waivers/Conditions:

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).

WE MAKE NO FINDING IN THESE CASES THE ISSUES RAISED IN FOOTNOTE 3 OF LA STAR CELLULAR TELEPHONE COMPANY, 7 FF Rcd 3762 (1992). THEREFORE, THESE GRANTS OF TRANSFERS/ASSIGNMENTS ARE CONDITIONED ON ANY SUBSEQUENT ACTION THE COMMISSION MAY TAKE CONCERNING THE

**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** KNKN673

**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).

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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

<b>Call Sign</b> KNLF288	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 06-02-2015	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 06-23-2025	<b>Print Date</b>
<b>Market Number</b> MTA044	<b>Channel Block</b> B	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Knoxville			
<b>1st Build-out Date</b> 06-23-2000	<b>2nd Build-out Date</b> 06-23-2005	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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).

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).

**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: KNLF288

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

<b>Call Sign</b> KNLH550	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-11-2017	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 04-28-2027	<b>Print Date</b>
<b>Market Number</b> BTA229	<b>Channel Block</b> E	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Kingsport-Johnston City, TN-Br			
<b>1st Build-out Date</b> 04-28-2002	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**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:** KNLH550

**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: KNLH550

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

<b>Call Sign</b> KNLH575	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 04-13-2017	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 04-28-2027	<b>Print Date</b>
<b>Market Number</b> BTA295	<b>Channel Block</b> E	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Middlesboro-Harlan, KY			
<b>1st Build-out Date</b> 04-28-2002	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**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:** KNLH575

**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:** KNLH575

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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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 WQGA824	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 08-31-2018	Expiration Date 11-29-2021	Print Date
Market Number CMA453	Channel Block A	Sub-Market Designator 0	
Market Name Kentucky 11 - Clay			
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.

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**Licensee Name:** NEW CINGULAR WIRELESS PCS, LLC

**Call Sign:** WQGA824

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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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

<b>Call Sign</b> WQGA852	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 11-29-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 11-29-2021	<b>Print Date</b>
<b>Market Number</b> CMA681	<b>Channel Block</b> A	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Virginia 1 - Lee			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**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: WQGA852

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

<b>Call Sign</b> WQGD755	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 12-18-2006	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 12-18-2021	<b>Print Date</b>
<b>Market Number</b> BEA047	<b>Channel Block</b> C	<b>Sub-Market Designator</b> 9	
<b>Market Name</b> Lexington, KY-TN-VA-WV			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**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.

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: WQGD755

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

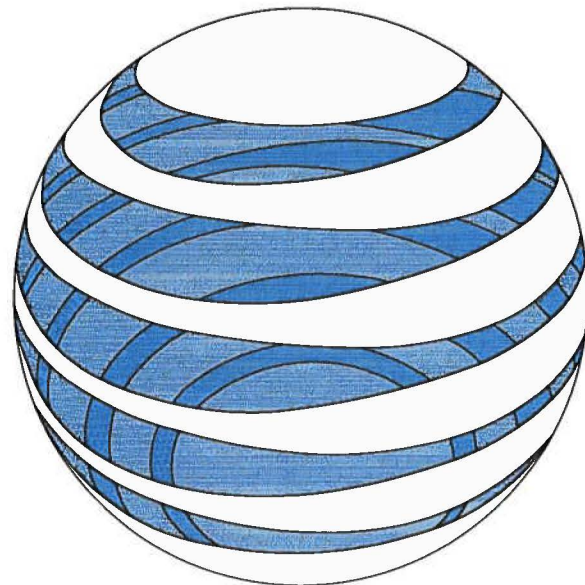
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**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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

---



# at&t

SITE NAME:  
**CAWOOD**

SITE NUMBER:  
**KYL06059**

PROPOSED RAW LAND SITE WITH 195' MONOPOLE W/ 4' LIGHTNING ARRESTOR AND INSTALLATION OF AN 8'-0" x 8'-0" CELLXION SHELTER & DIESEL GENERATOR ON AN 8' x 14' CONCRETE FOUNDATION

SHEET INDEX	
T-1	TITLE SHEET & PROJECT INFORMATION
<b>SURVEY:</b>	
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-1.5	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
<b>CIVIL:</b>	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
<b>FIRE DEPARTMENT</b>	SUNSHINE VOLUNTEER FIRE DEPARTMENT PHONE: (606) 573-2454
<b>POLICE DEPARTMENT</b>	HARLAN COUNTY SHERIFF PHONE: (606) 573-1313
<b>ELECTRIC COMPANY</b>	KENTUCKY UTILITY PHONE: (859) 255-2100
<b>TELEPHONE COMPANY</b>	AT&T PHONE: (859) 255-2100

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  
 PROFESSIONAL ENGINEER

1/9/2019  
 EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	12.20.18	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL
1	1.9.19	TOWER CHANGE

SITE INFORMATION:  
**CAWOOD**  
 0 STILLHOUSE BRANCH  
 CAWOOD, KY 40815  
 HARLAN COUNTY  
 SITE NUMBER:  
**KYL06059**

POD NUMBER: 18-27861  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 12.20.18

SHEET TITLE:  
**TITLE SHEET & PROJECT INFORMATION**

SHEET NUMBER:  
**T-1**

DRIVE DIRECTIONS	
FROM HARLAN COUNTY CLERK, 210 E CENTRAL ST, HARLAN, KY 40831:	
HEAD WEST ON E CENTRAL ST TOWARD N 1ST ST	0.2 MILES
TURN LEFT ONTO US-421 S	5.4 MILES
KEEP RIGHT TO CONTINUE ON KY-3001	3.5 MILES
TURN LEFT ONTO CURVE RD	0.1 MILES
TURN RIGHT ONTO QUALLS RD	0.2 MILES
TURN LEFT ONTO HANNAH DRIVE	0.1 MILES
ARRIVE AT SITE, AT END OF GRAVEL DRIVE	

SCOPE OF WORK:	
ZONING DRAWINGS FOR: CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.	
SITE WORK: NEW TOWER, UNMANNED SHELTER WITH GENERATOR ON A CONCRETE FOUNDATION, AND UTILITY INSTALLATIONS.	

PROJECT INFORMATION	
COUNTY:	HARLAN
SITE ADDRESS:	0 STILLHOUSE BRANCH CAWOOD, KY 40815
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:	36° 47' 19.32"
LONGITUDE:	83° 14' 15.07"

**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.

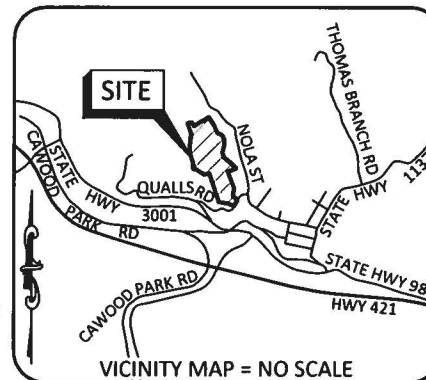
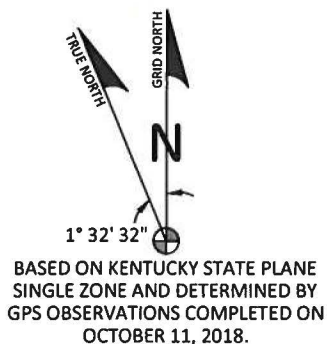
BUILDING CODES AND STANDARDS	
CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.	
<ul style="list-style-type: none"> <li>CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:</li> <li>AMERICAN CONCRETE INSTITUTE 318</li> <li>AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION</li> <li>TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222</li> <li>STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601</li> <li>COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS</li> <li>INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41</li> <li>ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION</li> <li>2014 KBC</li> <li>2014 NEC</li> </ul>	
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.	

PARCEL ID: 124-10-00-017.00  
MICHAEL TODD HENSLEY

PARCEL ID: 123-00-00-045.00  
VICTORIA SUE BRITE  
TRUSTEE FOR MEGAN & KENNETH GRUBBS  
DEED BOOK 412, PAGE 176

PARCEL ID: 123-00-00-046.00  
CARL & GENEVA GRUBBS  
DEED BOOK 337, PAGE 279

PARCEL ID: 124-10-00-017.00  
MICHAEL TODD HENSLEY  
DEED BOOK 460, PAGE 137



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**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 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 0.05', FOR A PRECISION OF 1:30,400 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.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21095C0315E, DATED MARCH 16, 2015.

**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS 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 0.03' TO 0.06' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

**FAA COORDINATE POINT**

NAD 83  
LATITUDE: 36°47'19.32"  
LONGITUDE: 83°14'15.07"  
NAVD 88  
ELEVATION: 1636± AMSL  
NORTHING: 3456551.606  
EASTING: 5656973.847

**TEMPORARY BENCHMARK**

NORTHING: 3456626.058  
EASTING: 5656927.578  
ELEVATION: 1632.31'  
LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 124-10-00-109.03  
MICHAEL T & BILLIE MICHELLE HENSLEY  
c/o E KY NETWORK ATT LYNN HANEY  
DEED BOOK 422, PAGE 590

PARCEL ID: 124-10-00-106.00  
LINDA S HENSLEY  
DEED BOOK 451, PAGE 118

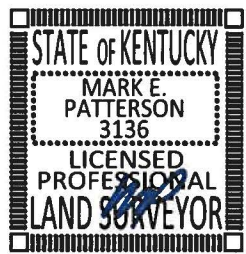
PARCEL ID: 124-10-00-100.00  
DARRELL A MIDDLETON  
DEED BOOK 325, PAGE 105

PARCEL ID: 124-00-00-015.01  
LISA RENEE & TERRY LYNN RODDY  
DEED BOOK 324, PAGE 1  
DEED BOOK 330, PAGE 541

PARCEL ID: 124-10-00-084.01  
GEORGE GRUBBS  
DEED BOOK 384, PAGE 210

PARCEL ID: 124-10-00-084.00  
GEORGE GRUBBS  
DEED BOOK 384, PAGE 210

**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 "URBAN" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

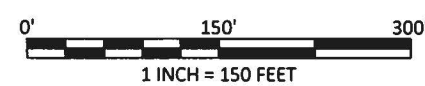


*Mark Patterson*  
MARK PATTERSON, PLS #3136  
1/9/2019  
DATE

HANNAH DRIVE  
COUNTY ROAD #1385  
24' PUBLIC RIGHT OF WAY

**LEGEND**

- EX. UTILITY POLE
- EX. GUY ANCHOR
- ROW
- OHE
- OHE&T
- EX. FENCE
- 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. OVERHEAD ELECTRIC & TELEPHONE



**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.24.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL
1	11.16.18	REVISED LEASE AREA

**SITE INFORMATION:**  
**CAWOOD**  
0 STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY

**PROPERTY OWNER:**  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815

**TAX PARCEL NUMBER:**  
124-00-00-015.01  
124-10-00-092.00

**SOURCE OF TITLE:**  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

**SITE NUMBER:**  
KYLO6059

POD NUMBER: 18-27862  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 10.11.18  
PLAT DATE: 10.24.18

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

SHEET NUMBER: (6 pages)  
**B-1**



**GENERAL NOTES**

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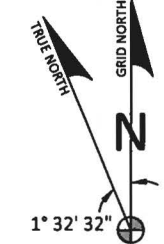
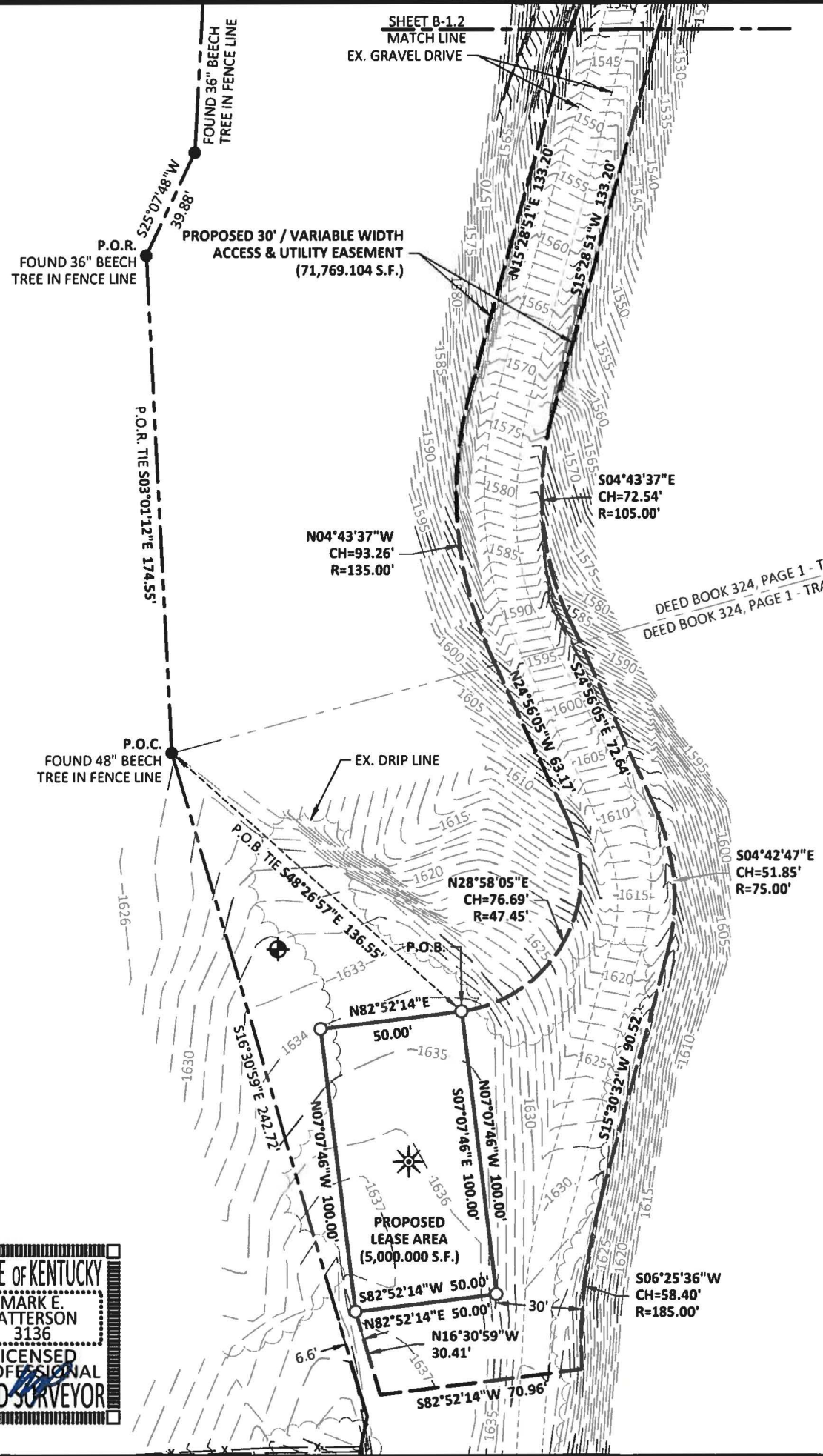
PARCEL ID: 124-10-00-017.00  
MICHAEL TODD HENSLEY  
DEED BOOK 460, PAGE 137

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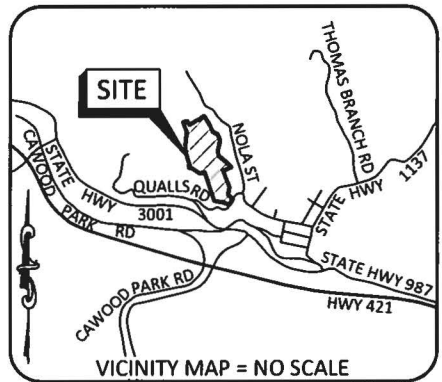
*Mark Patterson*  
MARK PATTERSON, PLS #3136  
1/9/2019  
DATE



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 11, 2018.

**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS 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 0.03' TO 0.06' HORIZONTALLY.
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EASTING: 5656973.847

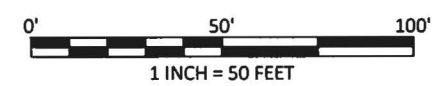
**TEMPORARY BENCHMARK**

NORTHING: 3456626.058  
EASTING: 5656927.578  
ELEVATION: 1632.31'  
LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 124-00-00-015.01  
LISA RENEE & TERRY LYNN RODDY  
DEED BOOK 324, PAGE 1  
DEED BOOK 330, PAGE 541

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
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CAWOOD, KY 40815  
HARLAN COUNTY

**PROPERTY OWNER:**  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815

**TAX PARCEL NUMBER:**  
124-00-00-015.01  
124-10-00-092.00

**SOURCE OF TITLE:**  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

**SITE NUMBER:**  
KYLO6059

POD NUMBER: 18-27862  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 10.11.18  
PLAT DATE: 10.24.18

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

SHEET NUMBER: (6 pages)  
**B-1.1**

**GENERAL NOTES**

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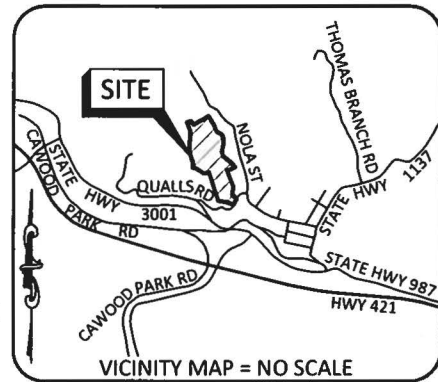
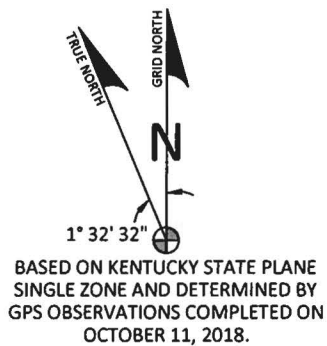
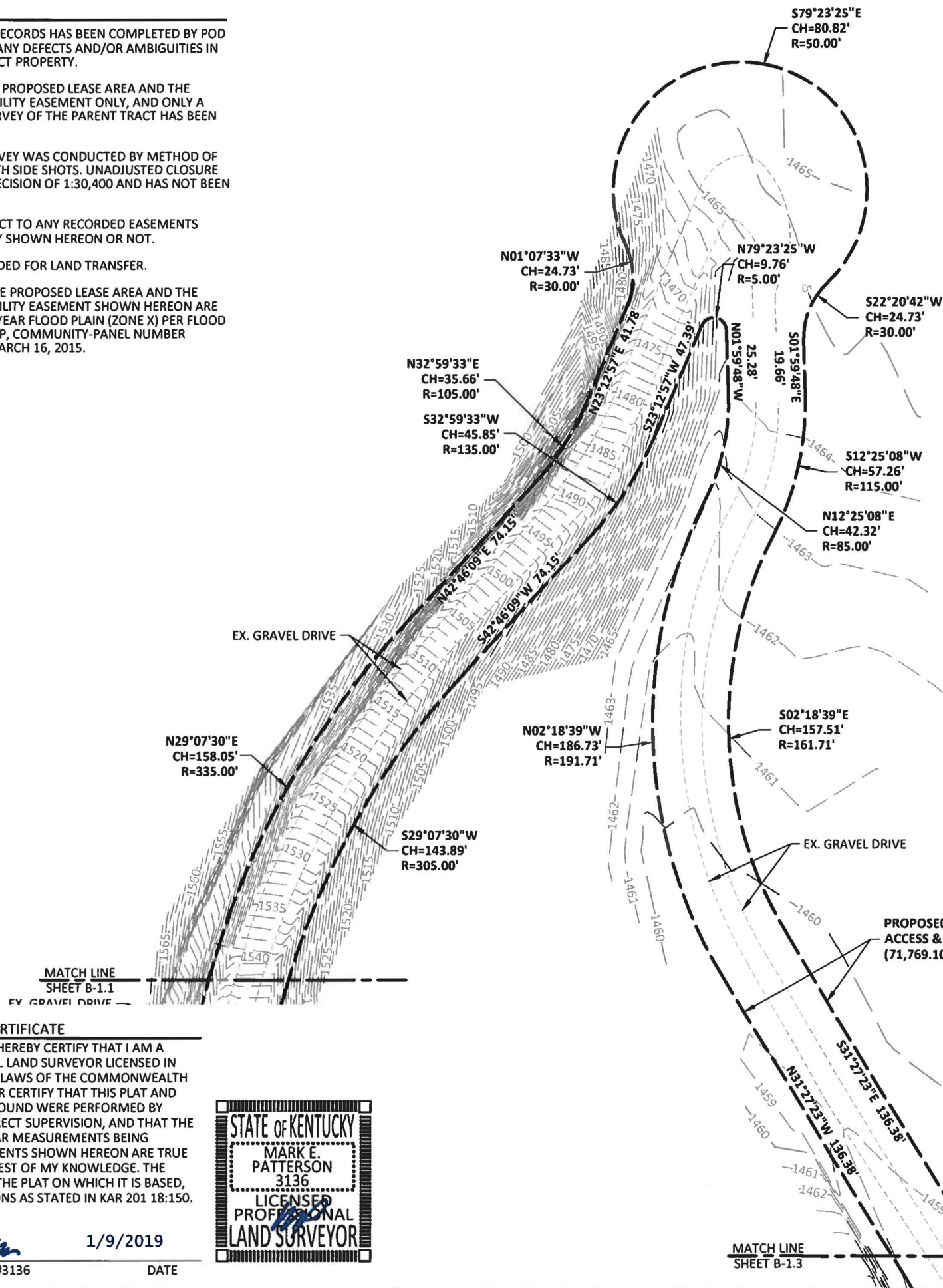
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 LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 124-00-00-015.01  
 LISA RENEE & TERRY LYNN RODDY  
 DEED BOOK 324, PAGE 1  
 DEED BOOK 330, PAGE 541

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.24.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL
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**SITE INFORMATION:**  
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 0 STILLHOUSE BRANCH  
 CAWOOD, KY 40815  
 HARLAN COUNTY

**PROPERTY OWNER:**  
 LISA RENEE & TERRY LYNN RODDY  
 P.O. BOX 544  
 CAWOOD, KY 40815

**TAX PARCEL NUMBER:**  
 124-00-00-015.01  
 124-10-00-092.00

**SOURCE OF TITLE:**  
 BOOK 324, PAGE 1  
 BOOK 330, PAGE 541  
 BOOK 321, PAGE 289

**SITE NUMBER:**  
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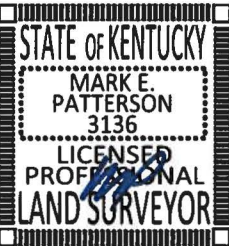
POD NUMBER: 18-27862  
 DRAWN BY: CPM  
 CHECKED BY: MEP  
 SURVEY DATE: 10.11.18  
 PLAT DATE: 10.24.18

**SHEET TITLE:**  
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 PARENT PARCEL

SHEET NUMBER: (6 pages)  
**B-1.2**

**LAND SURVEYOR'S CERTIFICATE**

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1/9/2019  
 MARK PATTERSON, PLS #3136 DATE

**LEGEND**

- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE

SHEET B-1.2  
MATCH LINE

DEED BOOK 324, PAGE 1 - TRACT 1  
DEED BOOK 324, PAGE 1 - TRACT 2

N20°19'02"W  
CH=90.80'  
R=235.00'

S20°19'02"E  
CH=102.39'  
R=265.00'

PARCEL ID: 124-00-00-015.01  
LISA RENEE & TERRY LYNN RODDY  
DEED BOOK 324, PAGE 1  
DEED BOOK 330, PAGE 541

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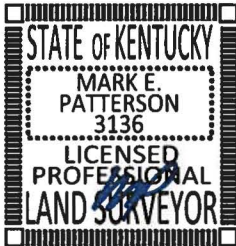
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

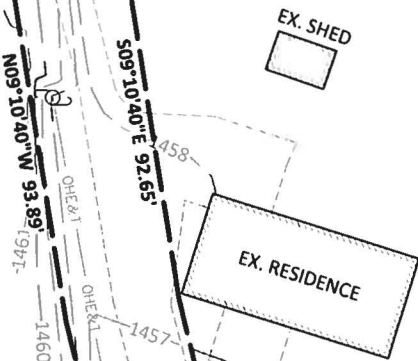
THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21095C0315E, DATED MARCH 16, 2015.

**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 "URBAN" 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  
1/9/2019  
DATE



PROPOSED 30' / VARIABLE WIDTH  
ACCESS & UTILITY EASEMENT  
(71,769.104 S.F.)

S31°53'52"E  
CH=83.47'  
R=135.00'

N31°53'52"W  
CH=102.01'  
R=165.00'

EX. GRAVEL DRIVE

DEED BOOK 324, PAGE 1 - TRACT 2  
DEED BOOK 330, PAGE 541

PARCEL ID: 124-00-00-015.01  
LISA RENEE & TERRY LYNN RODDY  
DEED BOOK 324, PAGE 1  
DEED BOOK 330, PAGE 541

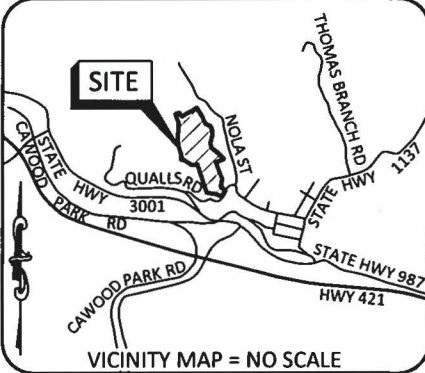
S26°34'40"E  
CH=307.18'  
R=387.87'

N26°44'46"W  
CH=281.49'  
R=357.87'

MATCH LINE  
SHEET B-1.4



BASED ON KENTUCKY STATE PLANE  
SINGLE ZONE AND DETERMINED BY  
GPS OBSERVATIONS COMPLETED ON  
OCTOBER 11, 2018.



**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS 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 0.03' TO 0.06' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

**FAA COORDINATE POINT**

NAD 83  
LATITUDE: 36°47'19.32"  
LONGITUDE: 83°14'15.07"  
NAVD 88  
ELEVATION: 1636± AMSL  
NORTHING: 3456551.606  
EASTING: 5656973.847

**TEMPORARY BENCHMARK**

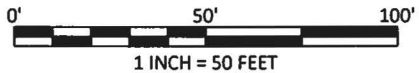
NORTHING: 3456626.058  
EASTING: 5656927.578  
ELEVATION: 1632.31'  
LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 124-10-00-084.01  
GEORGE GRUBBS  
DEED BOOK 384, PAGE 210



**LEGEND**

- EX. UTILITY POLE
- EX. GUY ANCHOR
- ROW RIGHT OF WAY
- OHE OVERHEAD ELECTRIC
- OHE&T OVERHEAD ELECTRIC & TELEPHONE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- P.O.R. POINT OF REFERENCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.24.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL
1	11.16.18	REVISED LEASE AREA

SITE INFORMATION:  
**CAWOOD**  
0 STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY

PROPERTY OWNER:  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815

TAX PARCEL NUMBER:  
124-00-00-015.01  
124-10-00-092.00

SOURCE OF TITLE:  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

SITE NUMBER:  
KYL06059

POD NUMBER: 18-27862  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 10.11.18  
PLAT DATE: 10.24.18

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

SHEET NUMBER: (6 pages)  
**B-1.3**

**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.

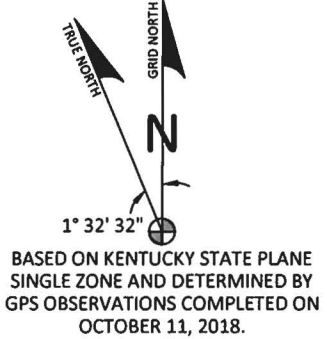
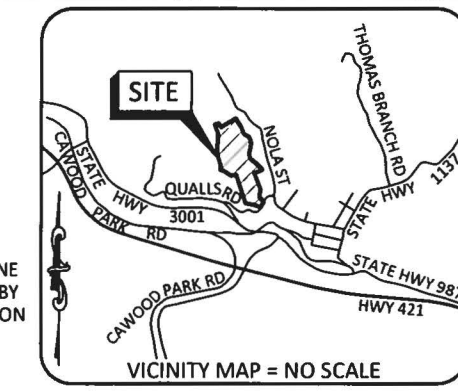
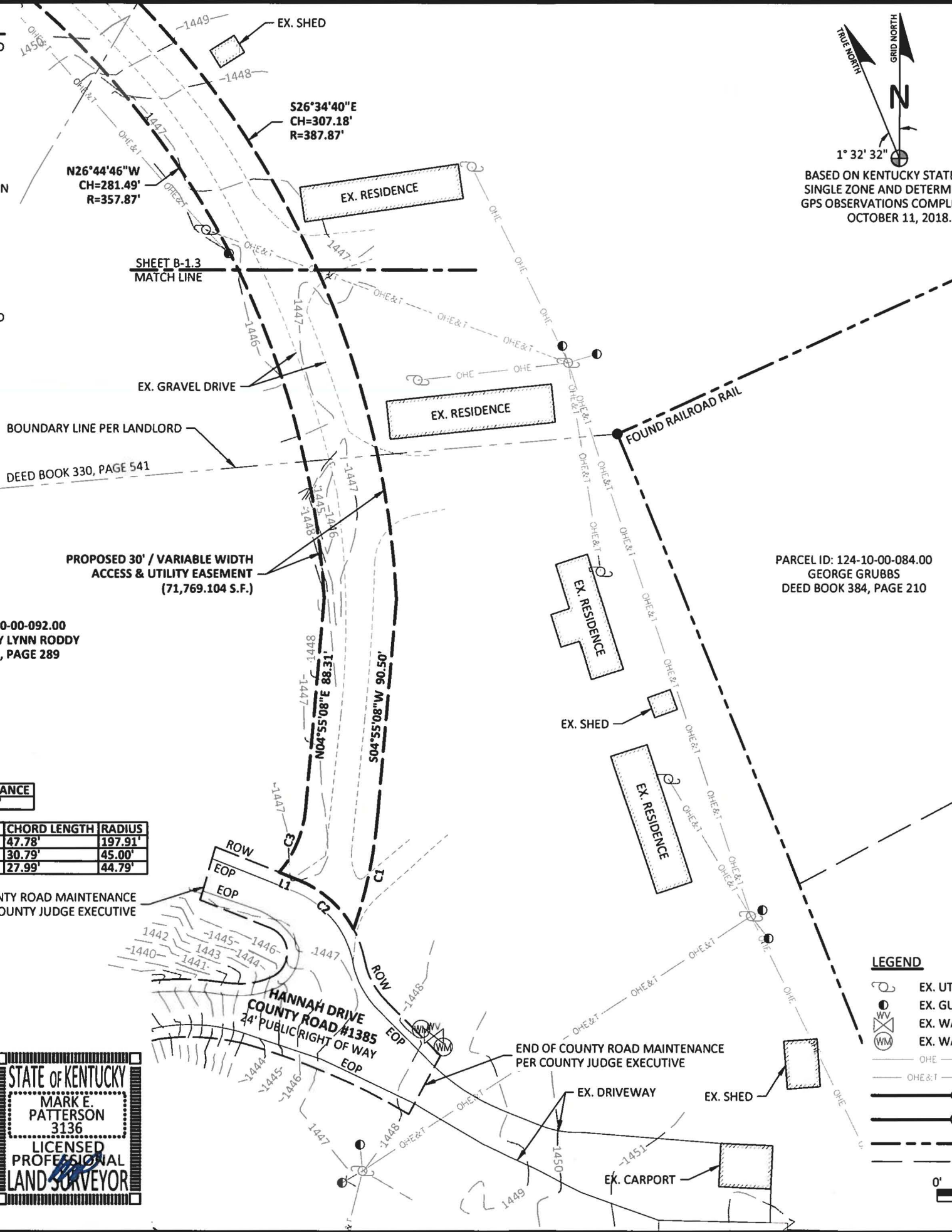
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**GLOBAL POSITIONING SYSTEMS NOTE**

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**FAA COORDINATE POINT**

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 LONGITUDE: 83°14'15.07"  
 NAVD 88  
 ELEVATION: 1636'± AMSL  
 NORTHING: 3456551.606  
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**TEMPORARY BENCHMARK**

NORTHING: 3456626.058  
 EASTING: 5656927.578  
 ELEVATION: 1632.31'  
 LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

LINE	BEARING	DISTANCE
L1	N68°28'03"W	8.63'

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S11°51'06"W	47.78'	197.91'
C2	N48°27'37"W	30.79'	45.00'
C3	N23°07'49"E	27.99'	44.79'

PARCEL ID: 124-10-00-100.00  
 DARRELL A MIDDLETON  
 DEED BOOK 325, PAGE 105

PARCEL ID: 124-10-00-092.00  
 LISA RENEE & TERRY LYNN RODDY  
 DEED BOOK 321, PAGE 289

PARCEL ID: 124-10-00-084.00  
 GEORGE GRUBBS  
 DEED BOOK 384, PAGE 210

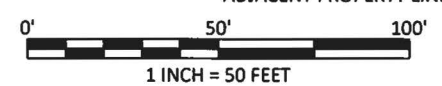
**LAND SURVEYOR'S CERTIFICATE**  
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "URBAN" 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  
 1/9/2019  
 DATE

**LEGEND**

- EX. UTILITY POLE
- EX. GUY ANCHOR
- EX. WATER VALVE
- EX. WATER METER
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EOP EDGE OF PAVEMENT
- ROW RIGHT OF WAY



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.24.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL
1	11.16.18	REVISED LEASE AREA

**SITE INFORMATION:**  
**CAWOOD**  
 0 STILLHOUSE BRANCH  
 CAWOOD, KY 40815  
 HARLAN COUNTY  
**PROPERTY OWNER:**  
 LISA RENEE & TERRY LYNN RODDY  
 P.O. BOX 544  
 CAWOOD, KY 40815  
**TAX PARCEL NUMBER:**  
 124-00-00-015.01  
 124-10-00-092.00  
**SOURCE OF TITLE:**  
 BOOK 324, PAGE 1  
 BOOK 330, PAGE 541  
 BOOK 321, PAGE 289

**SITE NUMBER:**  
 KYL06059  
**POD NUMBER:** 18-27862  
**DRAWN BY:** CPM  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.11.18  
**PLAT DATE:** 10.24.18

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

**SHEET NUMBER:** (6 pages)  
**B-1.4**





GENERAL NOTE:

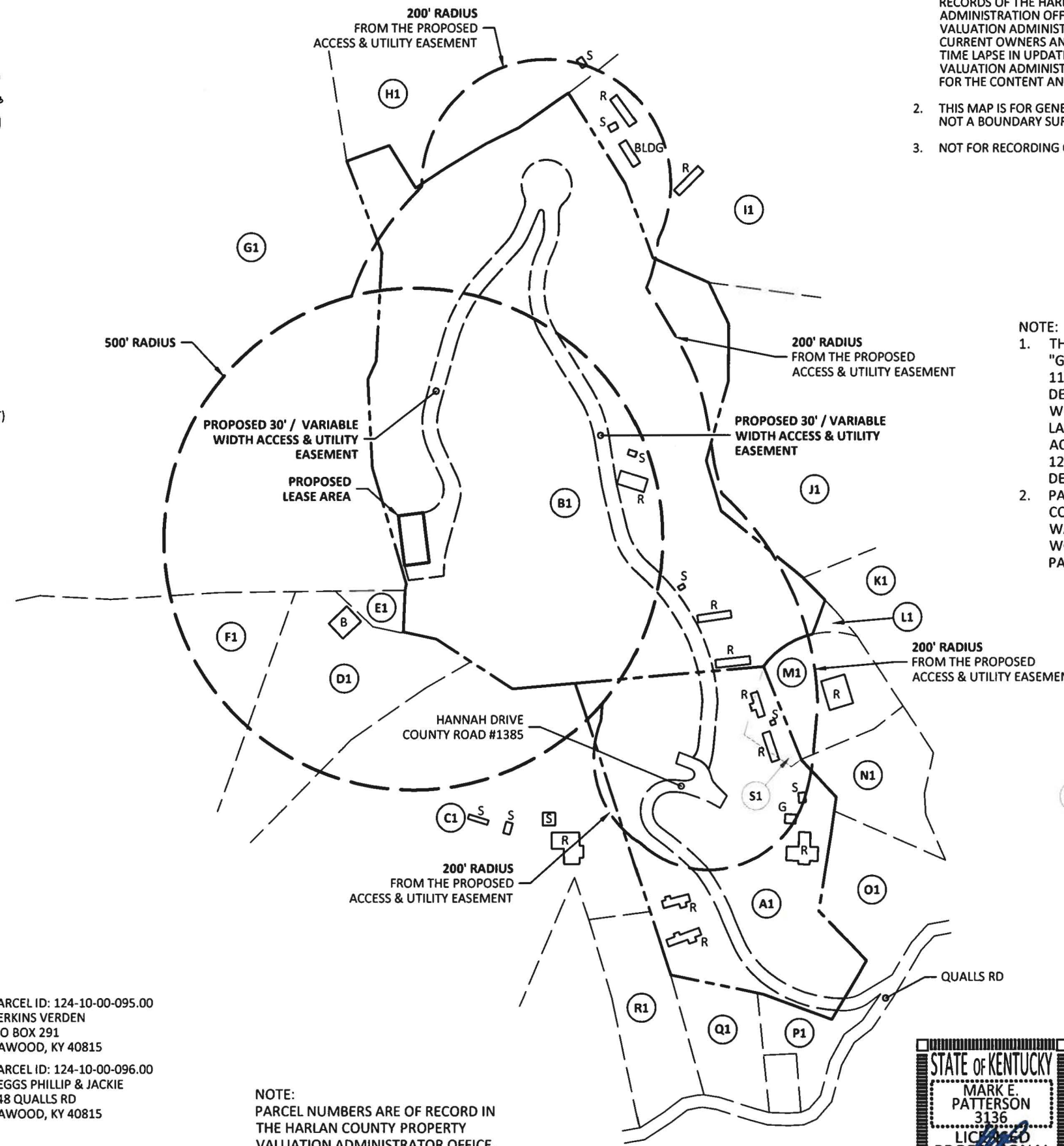
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE HARLAN COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON OCTOBER 11, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. 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

- B = BARN
- BLDG = BUILDING
- G = GARAGE
- R = RESIDENCE
- S = SHED

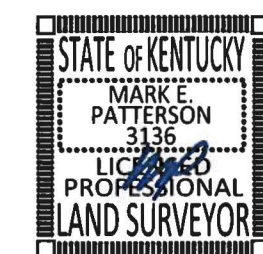
NOTE:

1. THE HARLAN COUNTY PVA MAP LISTS PARCEL "G1" AS HAVING A PARCEL ID OF 110-00-00-006.00. THIS PARCEL ID IS DESCRIBED AS ONLY CONTAINING 3.46 ACRES, WHEREAS PARCEL "G1" IS ACTUALLY MUCH LARGER. FIELD WORK DETERMINED THAT THE ACTUAL PARCEL ID FOR "G1" IS 124-00-00-017.00, VERIFIED BY PLOTTING THE DEED LISTED UNDER SAID PARCEL ID.
2. PARCEL "S1" AS SHOWN ON THE HARLAN COUNTY PVA MAP AND TRACED HEREON, WAS DETERMINED THROUGH SURVEY FIELD WORK TO BE WITHIN THE BOUNDARY OF PARCEL "A1".



- (A1)** PARCEL ID: 124-10-00-092.00  
RODDY LISA RENEE & TERRY LYNN  
TRUSTEES FOR LAUREN & KAYLA  
P O BOX 544  
CAWOOD, KY 40815
- (B1)** PARCEL ID: 124-00-00-015.01  
RODDY LISA RENEE & TERRY LYNN  
P O BOX 544  
CAWOOD, KY 40815
- (C1)** PARCEL ID: 124-10-00-100.00  
MIDDLETON DARRELL A  
P O BOX 163  
CAWOOD, KY 40815
- (D1)** PARCEL ID: 124-10-00-106.00  
HENSLEY LINDA S  
PO BOX 8  
CAWOOD, KY 40815-
- (E1)** PARCEL ID: 124-10-00-109.03  
HENSLEY MICHAEL T & BILLIE MICHELLE  
C/O E KY NETWORK ATT LYNN HANEY  
101 TECHNOLOGY TRAIL  
IVEL, KY 41642
- (F1)** PARCEL ID: 124-10-00-109.01  
HENSLEY MICHAEL TODD  
P O BOX 604  
CAWOOD, KY 40815
- (G1)** GIS PARCEL ID: 110-00-00-006.00 (INCORRECT)  
WEAVER KENNETH & BONNIE WEAVER  
P O BOX 443  
CAWOOD, KY 40815  
PARCEL ID: 124-00-00-017.00 (CORRECT)  
HENSLEY MICHAEL TODD  
P O BOX 604  
CAWOOD, KY 40815
- (H1)** PARCEL ID: 123-00-00-045.00  
BRITE VICTORIA SUE TRUSTEE  
FOR MEGAN & KENNETH GRUBBS  
P O BOX 624  
CAWOOD, KY 40815
- (I1)** PARCEL ID: 123-00-00-046.00  
GRUBBS CARL & GENEVA  
663 NOLA ST  
CAWOOD, KY 40815
- (J1)** PARCEL ID: 124-10-00-084.01  
GRUBBS GEORGE  
643 NOLA ST  
CAWOOD, KY 40815
- (K1)** PARCEL ID: 124-10-00-084.00  
GRUBBS GEORGE  
643 NOLA ST  
CAWOOD, KY 40815
- (L1)** PARCEL ID: 124-00-00-089.02  
NO PARCEL INFORMATION  
AVAILABLE ONLINE
- (M1)** PARCEL ID: 124-10-00-089.00  
STIDHAM MICHELLE  
451 NOLA ST  
CAWOOD, KY 40815
- (N1)** PARCEL ID: 124-10-00-088.00  
LANE CLYDE & LORINE  
P O BOX 257  
CAWOOD, KY 40815
- (O1)** PARCEL ID: 124-10-00-086.00  
MIDDLETON DARRELL  
PO BOX 163  
CAWOOD, KY 40815
- (P1)** PARCEL ID: 124-10-00-093.00  
NOLAN BERTHA & ARTHUR ETAL  
P O BOX 285  
CAWOOD, KY 40815
- (Q1)** PARCEL ID: 124-10-00-095.00  
PERKINS VERDEN  
P O BOX 291  
CAWOOD, KY 40815
- (R1)** PARCEL ID: 124-10-00-096.00  
PEGGS PHILLIP & JACKIE  
148 QUALLS RD  
CAWOOD, KY 40815

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



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*  
MARK PATTERSON, PLS #3136 DATE 1/9/2019

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
A	12.4.18	ISSUED FOR REVIEW
0	1.3.19	OLC COMMENTS
1	1.8.19	OLC COMMENTS

SITE INFORMATION:  
**CAWOOD**  
STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY

TAX PARCEL NUMBER:  
124-00-00-015.01  
124-10-00-092.00

TAX PARCEL ADDRESS:  
P.O. BOX 544  
CAWOOD, KY 40815

PROPERTY OWNER:  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815

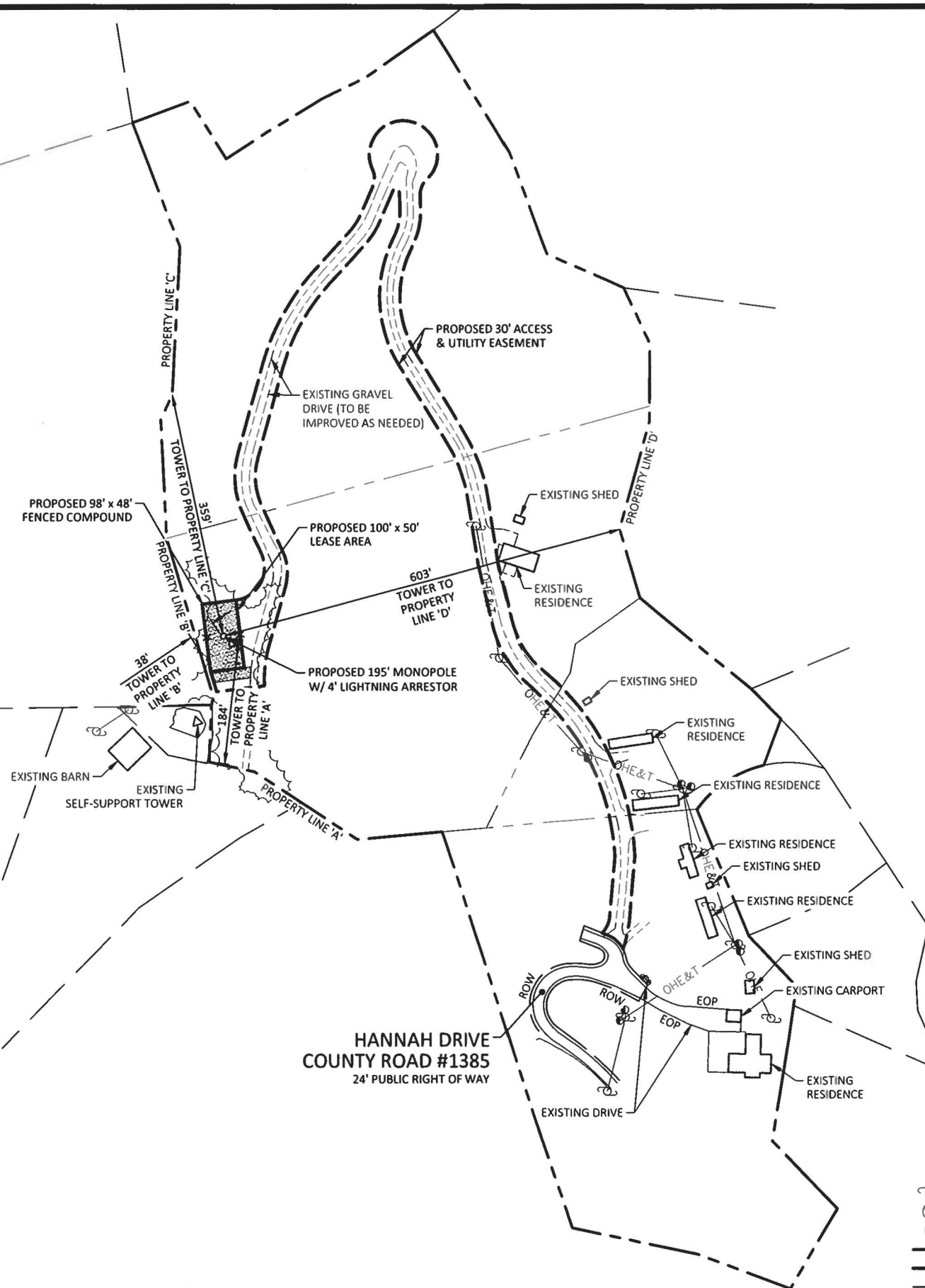
SOURCE OF TITLE:  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

SITE NUMBER:  
**KYLO6059**

POD NUMBER: 18-27863  
DRAWN BY: ADM  
CHECKED BY: MEP  
SURVEY DATE: 10.11.18  
PLAT DATE: 12.4.18

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

SHEET NUMBER: (1 pages)  
**B-2**



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

STATE OF KENTUCKY  
 MARK E. PATTERSON  
 16,300  
 PROFESSIONAL ENGINEER  
 1/9/2019  
 EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	12.20.18	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL
1	1.9.19	TOWER CHANGE

SITE INFORMATION:  
**CAWOOD**  
 0 STILLHOUSE BRANCH  
 CAWOOD, KY 40815  
 HARLAN COUNTY

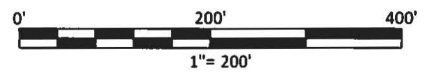
SITE NUMBER:  
**KY06059**

POD NUMBER: 18-27861  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 12.20.18

SHEET TITLE:  
**OVERALL SITE LAYOUT**

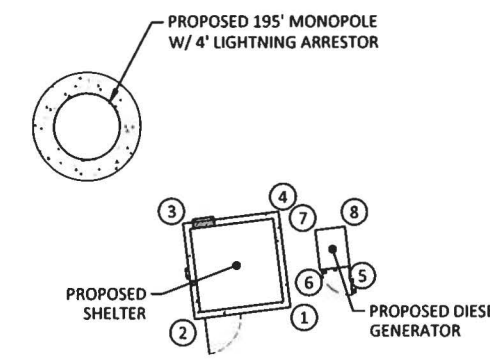
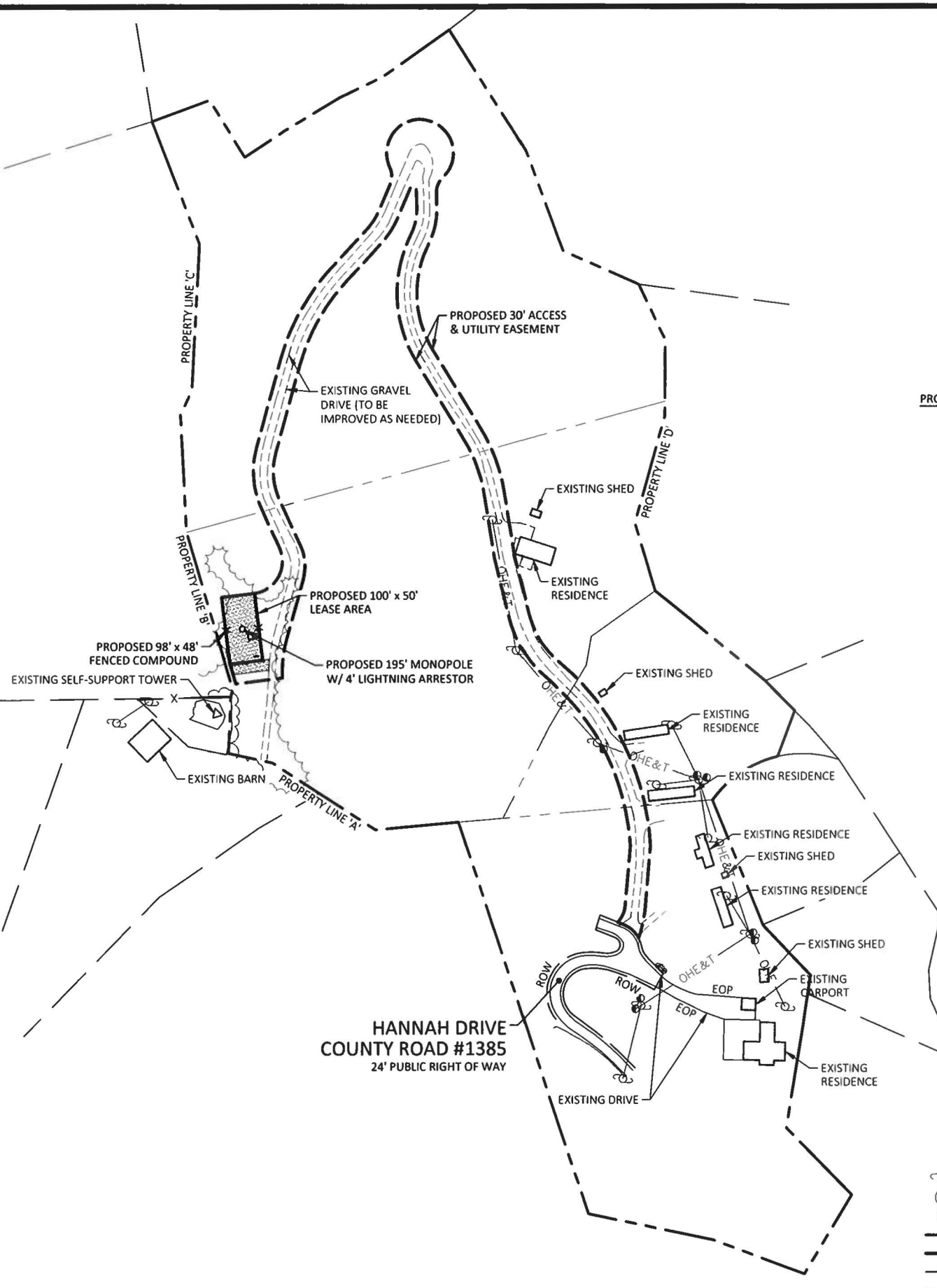
SHEET NUMBER:  
**C-1**

**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.



**LEGEND**

	UTILITY POLE		ROW RIGHT OF WAY
	WATER METER		EOP EDGE OF PAVEMENT
	GUY ANCHOR		
	EXISTING BOUNDARY		
	PROPOSED ACCESS & UTILITY EASEMENT		
	PROPOSED FENCE LINE		
	EXISTING FENCE LINE		
	EXISTING RIGHT OF WAY		
	OHE EXISTING OVERHEAD ELECTRIC		
	OHE&T EXISTING OVERHEAD ELECTRIC & TELEPHONE		
	EXISTING GRAVEL		

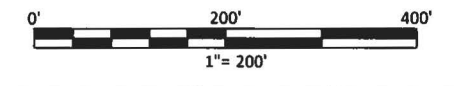


PROPERTY LINE	EQUIPMENT	DISTANCE
A	2	172'
B	2	44'
C	3	371'
D	4	593'
A	6	174'
B	6	54'
C	7	378'
D	8	588'

**EQUIPMENT ENLARGEMENT**  
NOT TO SCALE

**LEGEND**

	UTILITY POLE		ROW RIGHT OF WAY
	WATER METER		EOP EDGE OF PAVEMENT
	GUY ANCHOR		
	EXISTING BOUNDARY		
	PROPOSED ACCESS & UTILITY EASEMENT		
	PROPOSED FENCE LINE		
	EXISTING FENCE LINE		
	EXISTING RIGHT OF WAY		
	EXISTING OVERHEAD ELECTRIC		
	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:

STATE OF KENTUCKY  
  
 MARK E. PATTERSON  
 16,300  
 PROFESSIONAL ENGINEER  
 1/9/2019  
 EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
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1	1.9.19	TOWER CHANGE

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**CAWOOD**  
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 CAWOOD, KY 40815  
 HARLAN COUNTY

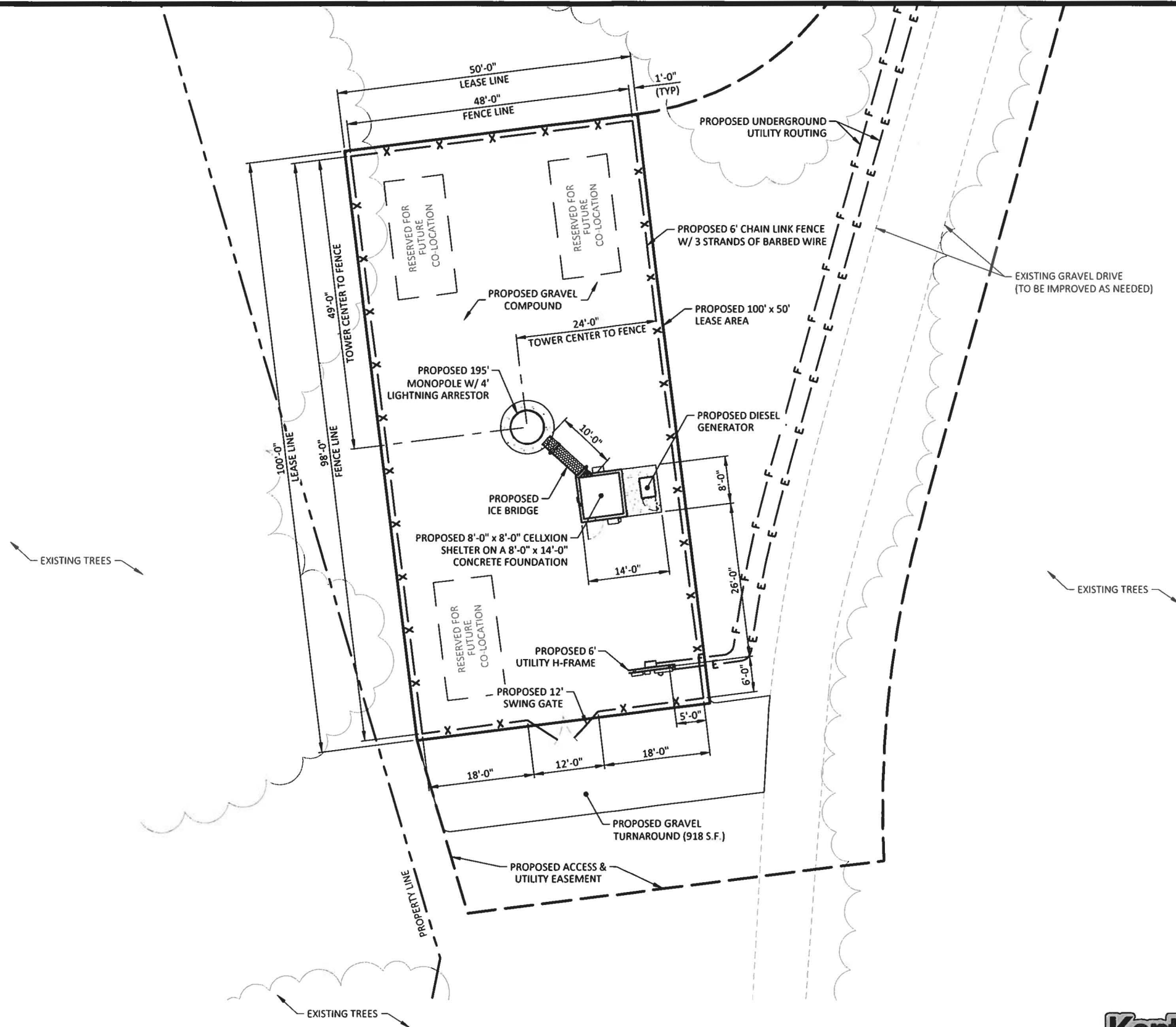
SITE NUMBER:  
 KY06059

POD NUMBER: 18-27861  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 12.20.18

SHEET TITLE:  
**OVERALL SITE LAYOUT -CONT'D**

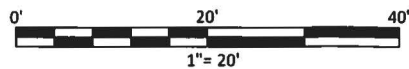
SHEET NUMBER:  
**C-2**

**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.



**LEGEND**

---	---	PROPOSED ACCESS & UTILITY EASEMENT
-X-X-	-X-X-	PROPOSED FENCE LINE
-E-E-	-E-E-	PROPOSED ELECTRIC CONDUIT
-F-F-	-F-F-	PROPOSED FIBER CONDUIT
---	---	EXISTING GRAVEL



PREPARED BY:  
  
 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	12.20.18	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL
1	1.9.19	TOWER CHANGE

SITE INFORMATION:

**CAWOOD**  
 0 STILLHOUSE BRANCH  
 CAWOOD, KY 40815  
 HARLAN COUNTY  
 SITE NUMBER:  
 KYLOG059

POD NUMBER: 18-27861  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 12.20.18

SHEET TITLE:

**ENLARGED COMPOUND LAYOUT**

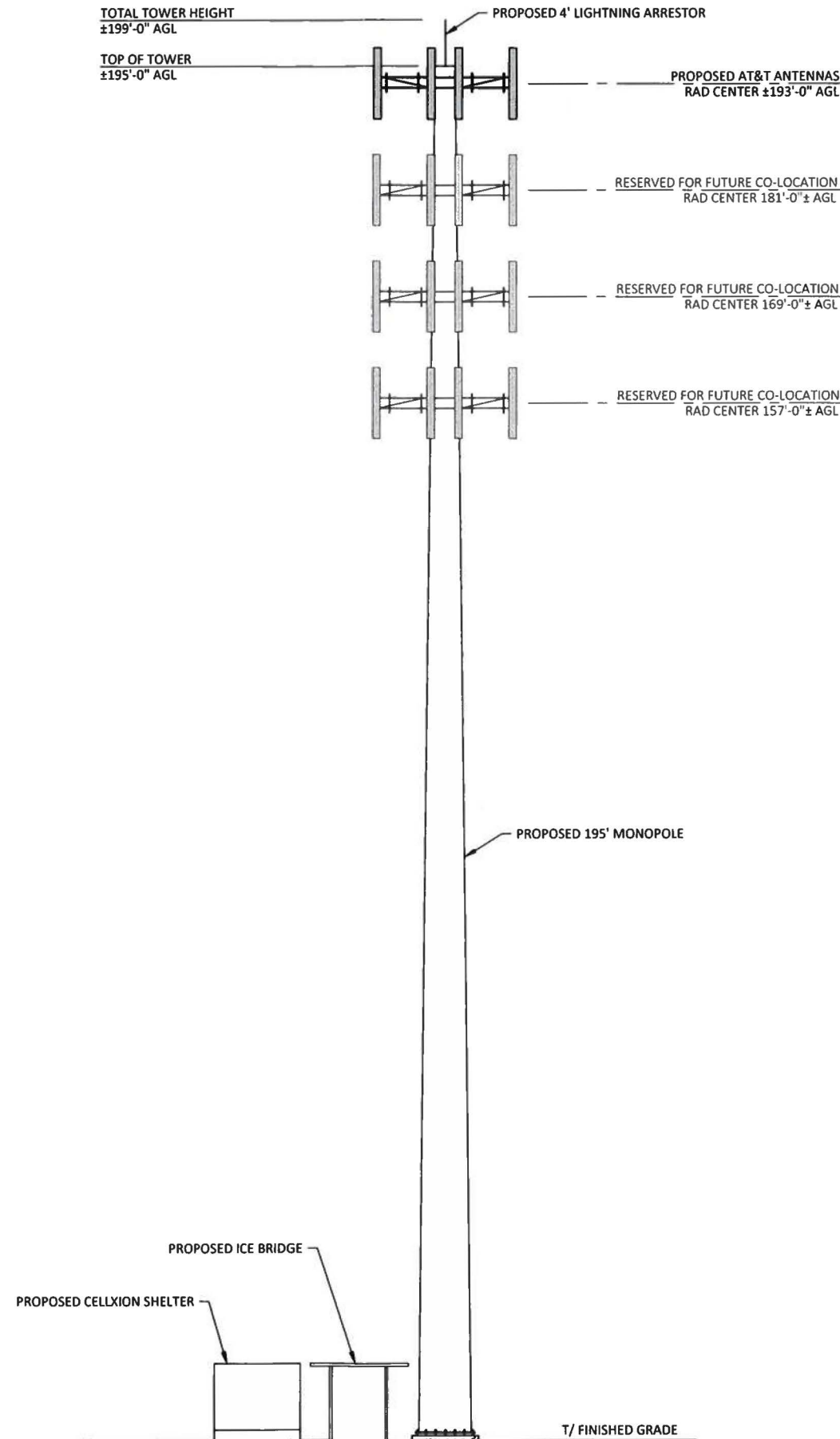
SHEET NUMBER:  
**C-3**



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:**

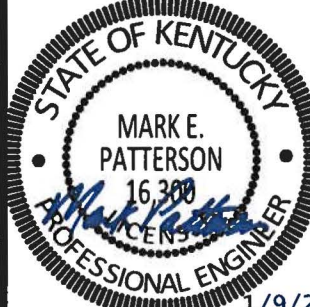
1. THE PROPOSED TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE DESIGNED BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. SEE TOWER MANUFACTURER'S DRAWINGS FOR TOWER AND FOUNDATION DETAILS & SPECIFICATIONS.
4. MANUFACTURER'S DRAWINGS SUPERCEDE A&E DRAWINGS.



PREPARED BY:  
  
**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

1/9/2019  
 EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	12.20.18	ISSUED FOR REVIEW
0	1.3.19	ISSUED AS FINAL
1	1.9.19	TOWER CHANGE

SITE INFORMATION:  
**CAWOOD**  
 0 STILLHOUSE BRANCH  
 CAWOOD, KY 40815  
 HARLAN COUNTY

SITE NUMBER:  
**KY06059**

POD NUMBER: 18-27861  
 DRAWN BY: NAB  
 CHECKED BY: MEP  
 DATE: 12.20.18

SHEET TITLE:  
**TOWER ELEVATION**

SHEET NUMBER:  
**C-4**

---

**EXHIBIT C**  
**TOWER AND FOUNDATION DESIGN**

---



January 9, 2019

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

RE: Site Name – Cawood  
Proposed Cell Tower  
36 47 19.32 North Latitude, 83 14 15.07 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](mailto: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".

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

---





**Structural Design Report**  
195' Monopole  
Site: Cawood, KY

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

Job Number: 424088

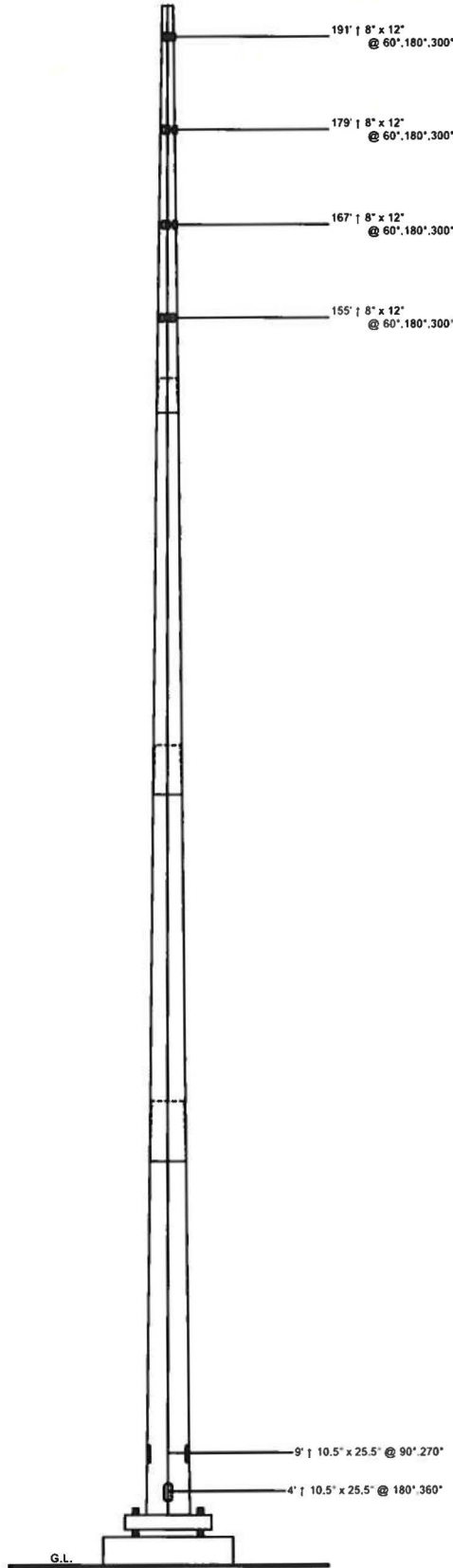
January 4, 2019

<b>Monopole Profile.....</b>	<b>1</b>
<b>Foundation Design Summary (Preliminary).....</b>	<b>2</b>
<b>Pole Calculations.....</b>	<b>3-12</b>
<b>Foundation Calculations.....</b>	<b>13-14</b>



1/4/19

Length (ft)	53'-3"	53'-6"	18	53'-6"	52'-3"
Number Of Sides	1/2"	7'-9"	6'-3"	7/16"	5/16"
Thickness (in)	52.84"	66.69"	41.95"	30.54"	18.75"
Lap Splice (ft)	20391	14815	55.86"	44.45"	32.34"
Top Diameter (in)			0.26		
Bottom Diameter (in)			A572-85		
Taper (in/ft)			194		
Grade					
Weight (lbs)					
Overall Steel Height (ft)					



### Designed Appurtenance Loading

Elev	Description	Tx-Line
193	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
181	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
169	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
157	(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)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.00 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	1

### Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	90.98	51.12	8326.69	18.49	11.57
3s Gusted Wind 0.9 Dead	68.32	51.18	8129.11	17.9	11.15
3s Gusted Wind&Ice	123.58	8.6	1486.52	3.46	2.12
Service Loads	75.88	15.66	2538.31	5.78	3.57

### Base Plate Dimensions

Shape	Width	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Square	74.5"	2.75"	74"	24	2.25"

### Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2906.4	A615-75	Galv

### Material List

Display	Value
A	4' - 6"

### Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2012 International Building Code.
- 6) Tower Rating: 91.9%

**Sabre Industries<sup>®</sup>**  
Towers and Poles

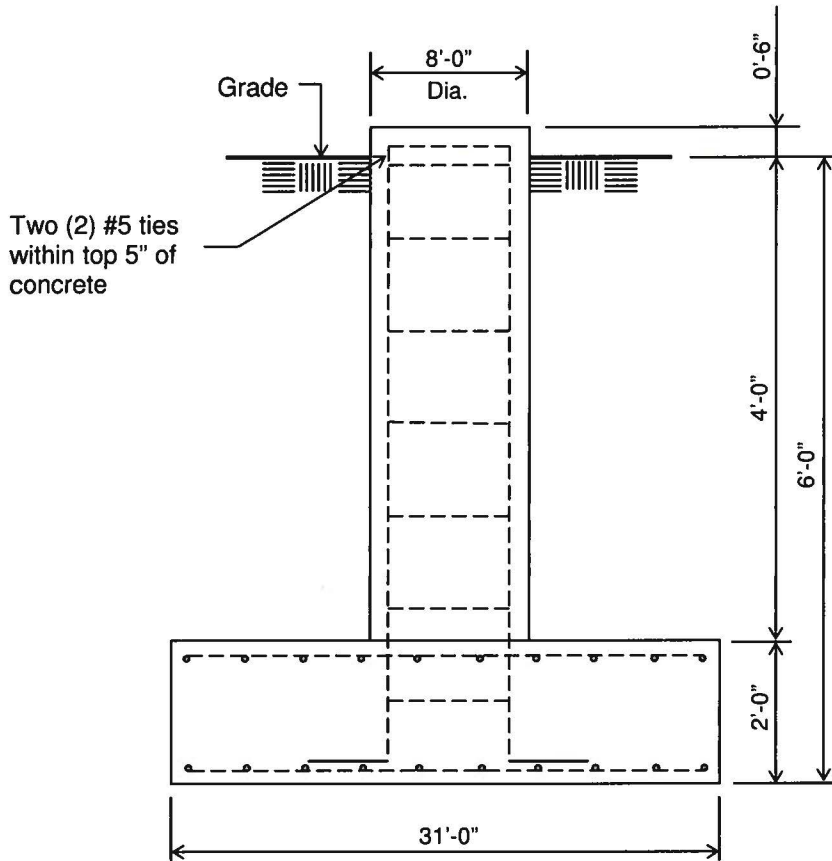
Sabre Communications Corporation  
7101 Southbridge Drive  
P.O. Box 658  
Sioux City, IA 51102-0658  
Phone: (712) 258-6690  
Fax: (712) 279-0614

Job:	424088
Customer:	AT&T
Site Name:	Cawood, KY
Description:	195' Monopole
Date:	1/4/2019
By:	KJT

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.

**Customer: AT&T**  
**Site: Cawood, KY**  
195' Monopole

**PRELIMINARY--NOT FOR CONSTRUCTION**



**ELEVATION VIEW**

(79.56 Cu. Yds.)

(1 REQUIRED; NOT TO SCALE)

**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 the PRELIMINARY geotechnical report by Power of Design, Project No. 18-32041, dated December 3, 2018.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 4 ft of soil cover is required over the entire area of the foundation slab.
- 8) The foundation is based on the following factored loads:  
Moment = 8,326.69 k-ft  
Axial = 90.98 k  
Shear = 51.12 k

Rebar Schedule for Pad and Pier	
Pier	(46) #9 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C
Pad	(63) #8 horizontal rebar evenly spaced each way top and bottom (252 total)

Information contained herein is the sole property of Sabre Towers & Poles, 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 Towers & Poles.

Processed under license at:

Sabre Towers and Poles on: 4 jan 2019 at: 10:37:59
   
=====

195' Monopole / Cawood, KY

\* All pole diameters shown on the following pages are across corners.
   
See profile drawing for widths across flats.

=====
   
POLE GEOMETRY
   
=====

ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES		SPLICE	...OVERLAP...	w/t
ft	NAME	SIDE	DIAM	-NESS	*Pn	*Mn	TYPE	LENGTH	RATIO
			in	in	kip	ft-kip		ft	
194.0	A	18	19.04	0.312	1358.7	510.8			8.8
			31.64	0.312	2272.8	1438.7			
146.2	A/B	18	31.64	0.312	2272.8	1438.7	SLIP	4.50	1.70
			32.21	0.438	3227.3	2064.3			
141.7	B	18	32.21	0.438	3227.3	2064.3			11.0
			43.47	0.438	4371.6	3801.2			
99.0	B/C	18	43.47	0.438	4371.6	3801.2	SLIP	6.25	1.72
			44.26	0.500	5080.4	4486.4			
92.7	C	18	44.26	0.500	5080.4	4486.4			13.6
			54.66	0.500	6180.9	6770.1			
53.2	C/D	18	54.66	0.500	6180.9	6770.1	SLIP	7.75	1.69
			55.72	0.500	6268.5	7001.8			
45.5	D	18	55.72	0.500	6268.5	7001.8			17.6
			67.72	0.500	7167.2	9760.8			
0.0									

=====
   
POLE ASSEMBLY
   
=====

SECTION	BASE	BOLTS AT BASE OF SECTION			STRENGTH	THREADS IN	CALC
NAME	ELEV	NUMBER	TYPE	DIAM	DIAM	SHEAR PLANE	BASE
	ft			in	ksi		ELEV
							ft
A	141.750	0	A325	0.00	92.0	0	141.750
B	92.750	0	A325	0.00	92.0	0	92.750
C	45.500	0	A325	0.00	92.0	0	45.500
D	0.000	0	A325	0.00	92.0	0	0.000

=====
   
POLE SECTIONS
   
=====

SECTION	No.of	LENGTH	OUTSIDE.DIAMETER		BEND	MAT-	FLANGE.ID		FLANGE.WELD	
NAME	SIDES	ft	BOT	TOP	RAD	ERIAL	BOT	TOP	..GROUP.ID..	TOP
			* in	* in	in	ID			BOT	
A	18	52.25	32.83	19.04	0.000	1	0	0	0	0
B	18	53.50	45.14	31.01	0.000	2	0	0	0	0
C	18	53.50	56.72	42.60	0.000	3	0	0	0	0
D	18	53.25	67.72	53.66	0.000	4	0	0	0	0

\* - Diameter of circumscribed circle

=====
   
MATERIAL TYPES
   
=====

TYPE OF	TYPE	NO OF	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY	
SHAPE	NO	ELEM.	& deg	in	in	WEB	FLANGE	.PROJECTION.	% OF ORIENT
						in	in	AREA	deg
PL	1	1	0.0	32.83	0.31	0.312	0.312	0.00	0.0
PL	2	1	0.0	45.14	0.44	0.438	0.438	0.00	0.0
PL	3	1	0.0	56.72	0.50	0.500	0.500	0.00	0.0
PL	4	1	0.0	67.72	0.50	0.500	0.500	0.00	0.0

& - With respect to vertical

MATERIAL PROPERTIES  
=====

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	.. STRENGTH .. Fu ksi      Fy ksi		THERMAL COEFFICIENT /deg
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170
4	29000.0	490.0	80.0	65.0	0.00001170

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

LOADING CONDITION A  
=====

105 mph Ultimate wind with no ice. Wind Azimuth: 0°

LOADS ON POLE  
=====

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	192.000	0.00	0.0	0.0	0.0000	4.3131	0.0000	0.0000
C	192.000	0.00	0.0	0.0	11.3478	7.2000	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	4.0435	0.0000	0.0000
C	180.000	0.00	0.0	0.0	8.3765	4.8000	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.7740	0.0000	0.0000
C	168.000	0.00	0.0	0.0	8.2564	4.8000	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	3.5044	0.0000	0.0000
C	156.000	0.00	0.0	0.0	8.1293	4.8000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0464	0.0833	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0464	0.0833	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0546	0.0999	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0546	0.0999	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0624	0.1164	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0624	0.1164	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0671	0.3015	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0671	0.3015	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0700	0.1881	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0700	0.1881	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0759	0.2089	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0759	0.2089	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0813	0.2296	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0813	0.2296	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0847	0.5189	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0847	0.5189	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0860	0.2905	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0860	0.2905	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0894	0.3125	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0894	0.3125	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0918	0.3344	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0918	0.3344	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0928	0.6980	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0928	0.6980	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0912	0.3621	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0912	0.3621	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0887	0.3811	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0847	0.4191	0.0000	0.0000

LOADING CONDITION M  
=====

105 mph Ultimate wind with no ice. Wind Azimuth: 0°

LOADS ON POLE  
=====

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	192.000	0.00	0.0	0.0	0.0000	3.2348	0.0000	0.0000
C	192.000	0.00	0.0	0.0	11.3478	5.4000	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	3.0326	0.0000	0.0000
C	180.000	0.00	0.0	0.0	8.3765	3.6000	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	2.8305	0.0000	0.0000
C	168.000	0.00	0.0	0.0	8.2564	3.6000	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	2.6283	0.0000	0.0000
C	156.000	0.00	0.0	0.0	8.1293	3.6000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0464	0.0625	0.0000	0.0000

D	178.083	0.00	180.0	0.0	0.0464	0.0625	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0546	0.0749	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0546	0.0749	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0624	0.0873	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0624	0.0873	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0671	0.2261	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0671	0.2261	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0700	0.1411	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0700	0.1411	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0759	0.1567	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0759	0.1567	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0813	0.1722	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0813	0.1722	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0847	0.3892	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0847	0.3892	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0860	0.2179	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0860	0.2179	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0894	0.2343	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0894	0.2343	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0918	0.2508	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0918	0.2508	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0928	0.5235	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0928	0.5235	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0912	0.2716	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0912	0.2716	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0887	0.2858	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0847	0.3143	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 1 ice. Wind Azimuth: 0°

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.000	0.00	0.0	0.0	0.0000	4.3131	0.0000	0.0000
C	192.000	0.00	0.0	0.0	1.4406	14.3591	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	4.0435	0.0000	0.0000
C	180.000	0.00	0.0	0.0	1.5695	9.5422	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.7740	0.0000	0.0000
C	168.000	0.00	0.0	0.0	1.5413	9.5097	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	3.5044	0.0000	0.0000
C	156.000	0.00	0.0	0.0	1.5116	9.4752	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0082	0.1158	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0082	0.1158	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0095	0.1381	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0095	0.1381	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0107	0.1602	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0107	0.1602	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0114	0.3488	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0114	0.3488	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0118	0.2377	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0118	0.2377	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0127	0.2631	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0127	0.2631	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0136	0.2884	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0136	0.2884	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0141	0.5807	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0141	0.5807	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0143	0.3539	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0143	0.3539	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0148	0.3794	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0148	0.3794	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0151	0.4046	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0151	0.4046	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0152	0.7703	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0152	0.7703	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0150	0.4350	0.0000	0.0000
D	11.375	0.00	180.0	0.0	0.0139	0.4741	0.0000	0.0000
D	11.375	0.00	180.0	0.0	0.0139	0.4889	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0139	0.4889	0.0000	0.0000

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195' Monopole / Cawood, KY

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	18.49B	0.06B	2.57D	11.57D	0.03B	0.000
178.1	15.43D	0.05B	1.96D	11.27D	0.03B	0.000
162.2	12.52D	0.04B	1.41D	10.32D	0.03B	0.000
146.2	9.91D	0.03B	0.97D	8.92D	0.03B	0.000
141.7	9.24D	0.03B	0.87D	8.59D	0.03B	0.000
127.5	7.28D	0.03B	0.59D	7.46D	0.02B	0.000
113.2	5.59D	0.02B	0.39D	6.33D	0.02B	0.000
99.0	4.17D	0.02B	0.25D	5.26D	0.02B	0.000
92.7	3.62D	0.01B	0.20D	4.86D	0.02B	0.000
79.6	2.61D	0.01B	0.12H	4.02D	0.02B	0.000
66.4	1.78D	0.01B	0.07H	3.24D	0.01B	0.000
53.2	1.12D	0.00B	0.03H	2.52D	0.01B	0.000
45.5	0.80D	0.00B	0.02H	2.12D	0.01B	0.000
34.1	0.44D	0.00B	0.01H	1.54D	0.01B	0.000
22.7	0.19D	0.00B	0.00H	0.99D	0.00B	0.000
11.4	0.05D	0.00B	0.00H	0.48D	0.00B	0.000
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
194.0	-0.01 U	0.00 I	0.00 C	0.01 W	0.00 T	0.00 U
178.1	34.10 AI	20.45 I	0.00 C	-208.92 C	-0.05 E	-0.06 O
162.2	49.58 AI	29.56 P	0.00 N	-650.46 D	-0.17 E	-0.16 O
146.2	65.11 AJ	38.68 R	0.01 F	-1291.04 L	-0.31 E	-0.34 O
141.7	66.68 Y	39.08 R	-0.15 Q	-1490.51 D	0.58 Q	-0.42 O
127.5	70.07 AC	40.17 D	0.19 B	-2132.52 D	-2.92 B	-0.75 O
113.2	73.81 Y	41.25 B	0.24 B	-2783.61 D	-6.48 B	-1.15 O
99.0	77.92 Y	42.38 B	0.24 B	-3444.69 D	-10.00 B	-1.49 O
92.7	81.55 Y	42.98 W	0.21 B	-3738.39 D	-11.22 B	-1.63 O
79.6	86.21 Y	44.03 X	0.24 B	-4365.12 D	-14.53 B	-1.87 O
66.4	91.21 Y	45.20 X	0.26 B	-5000.69 D	-17.96 B	-2.06 O
53.2	96.53 Y	46.41 W	0.26 B	-5644.98 D	-21.47 B	-2.20 O
102.50 Y	47.15 X	0.23 B	-6028.63 D	-23.27 B	-2.29 O	

45.5	102.50 Y	47.17 X	0.22 B	-6028.76 D	-23.28 B	-2.29 O
34.1	107.53 Y	48.21 X	0.22 B	-6597.05 D	-25.83 B	-2.38 O
	107.53 Y	48.19 X	0.24 B	-6597.04 D	-25.82 B	-2.38 O
22.7	112.70 Y	49.19 X	0.24 B	-7170.08 D	-28.63 B	-2.45 O
	112.70 Y	49.20 X	0.24 B	-7170.07 D	-28.62 B	-2.45 O
11.4	118.01 Y	50.19 X	0.24 B	-7746.79 D	-31.37 B	-2.48 O
	118.01 Y	50.21 X	0.24 B	-7746.79 D	-31.37 B	-2.48 O
	123.58 Y	51.18 X	0.24 B	-8326.69 D	-34.08 B	-2.50 O
-----						
base	123.58 Y	-51.18 X	-0.24 B	8326.69 D	34.08 B	2.50 O
reaction						
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COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV	AXIAL	BENDING	SHEAR +	TOTAL	SATISFIED	D/t(w/t)	MAX
ft			TORSIONAL				ALLOWED
194.00	0.00U	0.00W	0.00I	0.00I	YES	8.82A	45.2
178.08	0.02AI	0.27C	0.02I	0.29C	YES	11.15A	45.2
	0.02AI	0.27L	0.02K	0.29L	YES	11.15A	45.2
162.17	0.03AI	0.60D	0.03P	0.62D	YES	13.49A	45.2
	0.03AJ	0.60D	0.03R	0.62D	YES	13.49A	45.2
146.25	0.03AJ	0.90L	0.03U	0.92L	YES	15.82A	45.2
	0.02Y	0.65K	0.02R	0.66D	YES	10.80A	45.2
141.75	0.02Y	0.69D	0.02R	0.71D	YES	11.27A	45.2
	0.02AC	0.72D	0.02W	0.74D	YES	11.02A	45.2
127.50	0.02AC	0.83D	0.02W	0.84D	YES	12.51A	45.2
	0.02Y	0.83D	0.02B	0.84D	YES	12.51A	45.2
113.25	0.02Y	0.88D	0.02B	0.89D	YES	14.00A	45.2
	0.02Y	0.88D	0.02B	0.89D	YES	14.00A	45.2
99.00	0.02Y	0.91D	0.02B	0.92D	YES	15.50A	45.2
	0.02Y	0.80D	0.02W	0.81D	YES	13.34A	45.2
92.75	0.02Y	0.80D	0.02W	0.81D	YES	13.91A	45.2
	0.02Y	0.83D	0.02X	0.85D	YES	13.60A	45.2
79.58	0.02Y	0.83D	0.02X	0.85D	YES	14.81A	45.2
	0.02Y	0.83D	0.02O	0.85D	YES	14.81A	45.2
66.42	0.02Y	0.83D	0.02O	0.84D	YES	16.02A	45.2
	0.02Y	0.83D	0.02O	0.84D	YES	16.02A	45.2
53.25	0.02Y	0.83D	0.02O	0.84D	YES	17.23A	45.2
	0.02Y	0.83D	0.02X	0.84D	YES	17.23A	45.2
45.50	0.02Y	0.83D	0.01X	0.85D	YES	17.94A	45.2
	0.02Y	0.86D	0.02X	0.87D	YES	17.58A	45.2
34.12	0.02Y	0.86D	0.01X	0.87D	YES	18.63A	45.2
	0.02Y	0.86D	0.01X	0.87D	YES	18.63A	45.2
22.75	0.02Y	0.86D	0.01O	0.87D	YES	19.67A	45.2
	0.02Y	0.86D	0.01X	0.87D	YES	19.67A	45.2
11.37	0.02Y	0.86D	0.01O	0.87D	YES	20.71A	45.2
	0.02Y	0.86D	0.01X	0.87D	YES	20.71A	45.2
0.00	0.02Y	0.85D	0.01O	0.87D	YES	21.76A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

=====



DOWN kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
123.58 Y	51.18 X	0.24 B	-8326.69 D	-34.08 B	-2.50 O

=====  
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 =====

195' Monopole / Cawood, KY

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

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

LOADING CONDITION A =====

60 mph wind with no ice. Wind Azimuth: 0°

LOADS ON POLE  
 =====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.000	0.00	0.0	0.0	0.0000	3.5942	0.0000	0.0000
C	192.000	0.00	0.0	0.0	3.4819	6.0000	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	3.3696	0.0000	0.0000
C	180.000	0.00	0.0	0.0	2.5702	4.0000	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.1450	0.0000	0.0000
C	168.000	0.00	0.0	0.0	2.5334	4.0000	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	2.9203	0.0000	0.0000
C	156.000	0.00	0.0	0.0	2.4944	4.0000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0142	0.0694	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0142	0.0694	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0168	0.0832	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0168	0.0832	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0191	0.0970	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0191	0.0970	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0206	0.2512	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0206	0.2512	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0215	0.1568	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0215	0.1568	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0233	0.1741	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0233	0.1741	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0249	0.1914	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0249	0.1914	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0260	0.4324	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0260	0.4324	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0264	0.2421	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0264	0.2421	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0274	0.2604	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0274	0.2604	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0282	0.2787	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0282	0.2787	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0285	0.5816	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0285	0.5816	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0280	0.3017	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0280	0.3017	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0272	0.3176	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0260	0.3492	0.0000	0.0000

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)  
 =====

MAST ELEV ft	.....DEFLECTIONS (ft).....			.....ROTATIONS (deg).....		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	5.78I	0.01B	0.25I	3.57I	0.00B	0.00I
178.1	4.80I	0.01B	0.19I	3.47I	0.00B	0.00I

162.2	3.88I	0.01B	0.14I	3.17I	0.00B	0.00I
146.2	3.06I	0.01B	0.10I	2.74I	0.00B	0.00I
141.7	2.85I	0.01B	0.09I	2.63I	0.00B	0.00I
127.5	2.24I	0.00B	0.06I	2.28I	0.00B	0.00I
113.2	1.72I	0.00B	0.04I	1.94I	0.00B	0.00I
99.0	1.28I	0.00B	0.03I	1.61I	0.00B	0.00I
92.7	1.11I	0.00B	0.02I	1.48I	0.00B	0.00I
79.6	0.80I	0.00B	0.01I	1.23I	0.00B	0.00I
66.4	0.54I	0.00B	0.01I	0.99I	0.00B	0.00I
53.2	0.34I	0.00B	0.00I	0.77I	0.00B	0.00I
45.5	0.25I	0.00B	0.00I	0.65I	0.00B	0.00I
34.1	0.13I	0.00B	0.00I	0.47I	0.00B	0.00I
22.7	0.06I	0.00B	0.00I	0.30I	0.00B	0.00I
11.4	0.01I	0.00B	0.00K	0.15I	0.00B	0.00I
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

MAXIMUM POLE FORCES CALCULATED(w.r.t. to wind direction)

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
194.0	0.00 I	0.00 D	0.00 K	0.00 L	0.00 C	0.00 C
178.1	18.07 K	6.28 D	0.00 K	-64.59 K	0.02 I	0.01 I
162.2	26.54 C	9.08 C	0.00 K	-200.74 K	0.05 I	0.02 I
146.2	35.00 L	11.88 D	0.00 L	-397.43 K	0.10 I	0.03 I
141.7	36.13 C	12.01 B	0.02 C	-458.45 B	0.15 F	0.04 I
127.5	38.39 E	12.31 I	0.04 B	-654.16 I	-0.73 B	0.06 I
113.2	40.85 E	12.62 I	-0.06 E	-852.17 I	-1.40 B	0.08 I
99.0	43.58 E	12.98 I	-0.06 E	-1053.04 I	2.21 E	0.10 I
92.7	46.28 E	13.14 I	-0.04 E	-1142.15 I	2.44 E	0.11 I
79.6	49.47 E	13.48 B	0.05 B	-1332.02 I	2.80 E	0.13 I
66.4	52.90 E	13.85 I	-0.04 E	-1524.88 I	3.28 E	0.14 I
53.2	56.57 E	14.22 I	0.03 B	-1720.64 I	-3.72 B	0.15 I
45.5	61.07 E	14.43 I	0.04 B	-1837.26 I	-4.01 B	0.16 I
34.1	64.50 E	14.75 I	0.03 I	-2010.15 I	-4.34 B	0.17 I
22.7	68.18 E	15.06 I	0.03 I	-2184.69 I	-4.67 B	0.18 I

11.4	71.97 E	15.36 I	0.03 I	-2360.81 I	-4.99 B	0.18 I
	71.97 E	15.36 I	0.03 I	-2360.81 I	-4.99 B	0.18 I
	75.88 E	15.66 I	0.03 I	-2538.31 I	-5.30 B	0.18 I
base reaction	75.88 E	-15.66 I	-0.03 I	2538.31 I	5.30 B	-0.18 I

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00I	0.00L	0.00D	0.00L	YES	8.82A	45.2
178.08	0.01K	0.08K	0.01D	0.10K	YES	11.15A	45.2
162.17	0.01C	0.08I	0.01C	0.10I	YES	11.15A	45.2
146.25	0.01C	0.19K	0.01C	0.20K	YES	13.49A	45.2
141.75	0.01L	0.19I	0.01D	0.20I	YES	13.49A	45.2
127.50	0.02L	0.28K	0.01D	0.29K	YES	15.82A	45.2
113.25	0.01C	0.20C	0.01B	0.21C	YES	10.80A	45.2
99.00	0.01C	0.21B	0.01B	0.22B	YES	11.27A	45.2
92.75	0.01E	0.22D	0.01I	0.23D	YES	11.02A	45.2
79.58	0.01E	0.25I	0.01I	0.26I	YES	12.51A	45.2
66.42	0.01E	0.25I	0.01I	0.26I	YES	12.51A	45.2
53.25	0.01E	0.27I	0.01I	0.28I	YES	14.00A	45.2
45.50	0.01E	0.27I	0.01I	0.28I	YES	14.00A	45.2
34.12	0.01E	0.28I	0.01I	0.29I	YES	15.50A	45.2
22.75	0.01E	0.24I	0.01I	0.25I	YES	13.34A	45.2
11.37	0.01E	0.24I	0.01I	0.25I	YES	13.91A	45.2
0.00	0.01E	0.25I	0.01I	0.26I	YES	13.60A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	14.81A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	14.81A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	16.02A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	16.02A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	17.23A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	17.23A	45.2
	0.01E	0.25I	0.00I	0.26I	YES	17.94A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	17.58A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	18.63A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	18.63A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	19.67A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	19.67A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	20.71A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	20.71A	45.2
	0.01E	0.26I	0.00I	0.27I	YES	21.76A	45.2

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

DOWN kip	SHEAR,w.r.t.WIND,DIR ALONG kip	ACROSS kip	MOMENT,w.r.t.WIND,DIR ALONG ft-kip	ACROSS ft-kip	TORSION ft-kip
75.88 E	15.66 I	0.03 I	-2538.31 I	-5.30 B	0.18 I



## Square Base Plate and Anchor Rods per ANSI/TIA 222-G

### Pole Data

Diameter: 66.690 in (flat to flat)  
Thickness: 0.5 in  
Yield (Fy): 65 ksi  
# of Sides: 18 "0" IF Round  
Strength (Fu): 80 ksi

### Reactions

Moment, Mu: 8326.69 ft-kips  
Axial, Pu: 90.98 kips  
Shear, Vu: 51.12 kips

### Anchor Rod Data

Quantity: 24 (multiple of 4)  
Diameter: 2.25 in  
Rod Material: A615  
Strength (Fu): 100 ksi  
Yield (Fy): 75 ksi  
BC Diam. (in): 74 BC Override:   
Rod Spacing: 6 in

### Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 233.1 Kips  
Allowable  $\Phi$ \*Rnt: 260.0 Kips (per 4.9.9)  
Anchor Rod Interaction Ratio: **89.7% Pass**

### Plate Data

Width (in): 74.5 Width Override:   
Thickness: 2.75 in  
Yield (Fy): 50 ksi  
Eff. Width: 38.67 in  
Corner Clip: 18.00 in  
Drain Hole: 2.625 in. diameter  
Drain Location: 31.25 in. center of pole to center of drain hole  
Center Hole: 54.5 in. diameter

### Base Plate Results

Base Plate (Mu/Z): 41.4 ksi  
Allowable  $\Phi$ \*Fy: 45 ksi (per AISC)  
Base Plate Interaction Ratio: **91.9% Pass**

## MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

195' Monopole AT&T Cawood, KY (424088) 01/04/19 KJT

### Overall Loads:

Factored Moment (ft-kips)	8326.69
Factored Axial (kips)	90.98
Factored Shear (kips)	51.12
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	31
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	24
Bolt Circle Diameter (in)	74
Top of Concrete to Top of Bottom Threads (in)	60
Diameter of Pier (ft)	8
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	63
Bar Diameter in Mat (in)	1
Area of Bars in Mat (in <sup>2</sup> )	49.48
Spacing of Bars in Mat (in)	5.89
Quantity of Bars Pier	46
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	12
Area of Bars in Pier (in <sup>2</sup> )	45.97
Spacing of Bars in Pier (in)	5.98
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Max. Net Bearing Press. (ksf)	3.55
Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00
Ultimate Bearing Pressure (ksf)	5.00
Bearing $\Phi_s$	0.75

Minimum Pier Diameter (ft)	7.50
Equivalent Square b (ft)	7.09
Square Pier? (Y/N)	N

Recommended Spacing (in)	5 to 12
--------------------------	---------

Minimum Pier $A_s$ (in <sup>2</sup> )	36.19
Recommended Spacing (in)	5 to 12

Volume of Concrete (yd<sup>3</sup>) 79.56

### Two-Way Shear Action:

Average d (in)	20
$\phi v_c$ (ksi)	0.228
$\phi v_c = \phi(2 + 4/\beta_c)f'_c$ <sup>1/2</sup>	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c$ <sup>1/2</sup>	0.239
$\phi v_c = \phi 4f'_c$ <sup>1/2</sup>	0.228
Shear perimeter, $b_o$ (in)	364.42
$\beta_c$	1

$v_u$ (ksi)	0.204
-------------	-------

### One-Way Shear:

$\phi V_c$ (kips)	848.5
-------------------	-------

$V_u$ (kips)	502.0
--------------	-------

### Stability:

Overturning Design Strength (ft-k)	11142.8
------------------------------------	---------

Total Applied M (ft-k)	8659.0
------------------------	--------

**Pier Design:**

$\phi V_n$ (kips)	846.1	$V_u$ (kips)	51.1
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	846.1		
$V_s$ (kips)	0.0	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	1978.3
Maximum Spacing (in)	7.62	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development $l_{dh}$ (in)	13.59

\*\*\* Ref. To Spacing Requirements ACI 11.5.4.3

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	4220.9	$M_u$ (ft-kips)	4198.0
a (in)	2.09		
Steel Ratio	0.00665		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	140.46	Required Development in Pad (in)	26.64

Condition	1 is OK, 0 Fails
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Interaction Diagram Visual Check	1
Two-Way Shear Action	1
One-Way Shear Action	1
Overturning	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Hook Development	1

---

**EXHIBIT D**  
**COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST**

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# 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
				Active ▾
				<input type="button" value="Search"/>

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

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

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

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

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**EXHIBIT E**  
**FAA**

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

\*\*\*\*\*  
 Airspace User: Kelli OGrady  
 File: CAWOOD  
 Location: Evarts, KY  
 Latitude: 36°-47'-19.32" Longitude:  
 83°-14'-15.07"

SITE ELEVATION AMSL.....1636 ft.  
 STRUCTURE HEIGHT.....199 ft.  
 OVERALL HEIGHT AMSL.....1835 ft.  
 SURVEY HEIGHT AMSL.....1835 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)  
 FAR 77.9(b): NNR (DNE Notice Slope)  
 FAR 77.9(c): NNR (Not a Traverse Way)  
 FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria  
 for I35  
 FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria  
 for OVG  
 FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required  
 NNR = Notice Not Required  
 PNR = Possible Notice Required (depends upon actual IFR  
 procedure)

For new construction review Air Navigation  
 Facilities at bottom  
 of this report.

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

OBSTRUCTION STANDARDS

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

VFR TRAFFIC PATTERN AIRSPACE FOR: I35: TUCKER-GUTHRIE MEMORIAL

Type: A RD: 42662.42 RE: 1566  
 FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: OVG: LEE COUNTY

Type: A RD: 48409.99 RE: 1361  
 FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: Exceeds - Maximum Height: 1560 ft AMSL.  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

FAR 77.17(a)(3) Departure Surface Criteria (40:1)  
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 4900 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE
DELTA ARP FAA	To FACIL	IN NM
IDENT TYP NAME		
ELEVATION IFR		
-----	-----	-----
6KY0 HEL HARLAN HOSPITAL	287.98	3.92

+428

No Impact to Private Landing Facility  
 Structure is beyond notice limit by 18818 feet.

AIR NAVIGATION ELECTRONIC FACILITIES

GRND	FAC		ST		DIST	DELTA			
ANGLE	APCH	IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST LOCATION
BEAR									

```

-----
-----
QRI  RADAR ARSR  Y  1252.4  65.33  111547  -2336  KY Lynch
ARSR  -1.2
No Impact. This structure does not require Notice based
upon EMI.
The studied location is within 20 NM of a Radar facility.
The calculated Radar Line-Of-Sight (LOS) distance is: 132
NM.
This location and height is within the Radar Line-Of-
Sight.

```

```

KMRX RADAR WXL  Y          192.03  230886  +399  TN
KNOXVILLE WXL          .10

```

CFR Title 47, §1.30000-§1.30004  
AM STUDY NOT REQUIRED: Structure is not near a FCC  
licensed AM station.  
Movement Method Proof as specified in §73.151(c) is not  
required.  
Please review 'AM Station Report' for details.  
Nearest AM Station: WFSR @ 11798 meters.

Airspace® Summary Version 18.9.514

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11-26-2018  
21:06:34



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**EXHIBIT F**  
**KENTUCKY AIRPORT ZONING COMMISSION**

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## Cody Knox

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**From:** Houlihan, John F (KYTC) <John.Houlihan@ky.gov>  
**Sent:** Wednesday, December 05, 2018 10:51 AM  
**To:** Cody Knox  
**Subject:** [External] RE: AT&T KAZC permit determination - Cawood

**Attention:** This email was sent from someone outside of MasTec. Please use caution when opening attachments or clicking on links in emails which are unexpected or arrive from unknown senders.

No permit is required from the KAZC. Thank you

Kentucky Airport Zoning Commission (KAZC)  
John Houlihan, Administrator  
Department of Highways, District Six  
421 Buttermilk Pike  
Covington, KY 41017  
Office 859-341-2700, Desk 859-341-2707 Ext. 292, Cell 502-330-3955

KAZC webpage: <https://transportation.ky.gov/Aviation/Pages/airportzoning.aspx>

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail or call (859) 341-2700 and destroy all copies of the original message.

---

**From:** Cody Knox <[Cody.Knox@mastec.com](mailto:Cody.Knox@mastec.com)>  
**Sent:** Tuesday, December 04, 2018 4:58 PM  
**To:** Houlihan, John F (KYTC) <[John.Houlihan@ky.gov](mailto:John.Houlihan@ky.gov)>  
**Cc:** Paige Blose <[Paige.Blose@mastec.com](mailto:Paige.Blose@mastec.com)>  
**Subject:** AT&T KAZC permit determination - Cawood

John,  
AT&T is proposing to construct a new tower per the specifications below. Can you confirm if a KAZC permit is required?

Project Name: Cawood  
Latitude: 36 47 19.32 N  
Longitude: 83 14 15.07 W  
GE: 1,636'  
Tower height including lightning arrestor: 199'  
Overall height: 1,835'

Thank you,

Cody Knox  
Mastec Network Solutions

---

1975 Joe B Jackson Parkway  
Murfreesboro, TN 37127  
318-355-6599

---

**EXHIBIT G**  
**GEOTECHNICAL REPORT**

---



December 3, 2018

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

Subject: Prelim Geotechnical Investigation  
Site Name: CAWOOD (KYL06059))  
Site Address: 0 Stillhouse Branch, Cawood, KY 40815, Harlan County  
Coordinates: N36° 47' 19.32", W83° 14' 15.07"  
POD Project No. 18-32041

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 21, 2018. The Property is located in a steep forested area north of SR 3001. The Property includes a proposed 50-foot by 100-foot lease area located in a steep forested area with a proposed approximate 2088-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a northern direction off SR3001 and Qualls Rd, turning to the west to the top of the hill reaching the proposed lease area.

Due to extensive clearing of trees and a steep hillside 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, tree-clearing and access road improvements 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





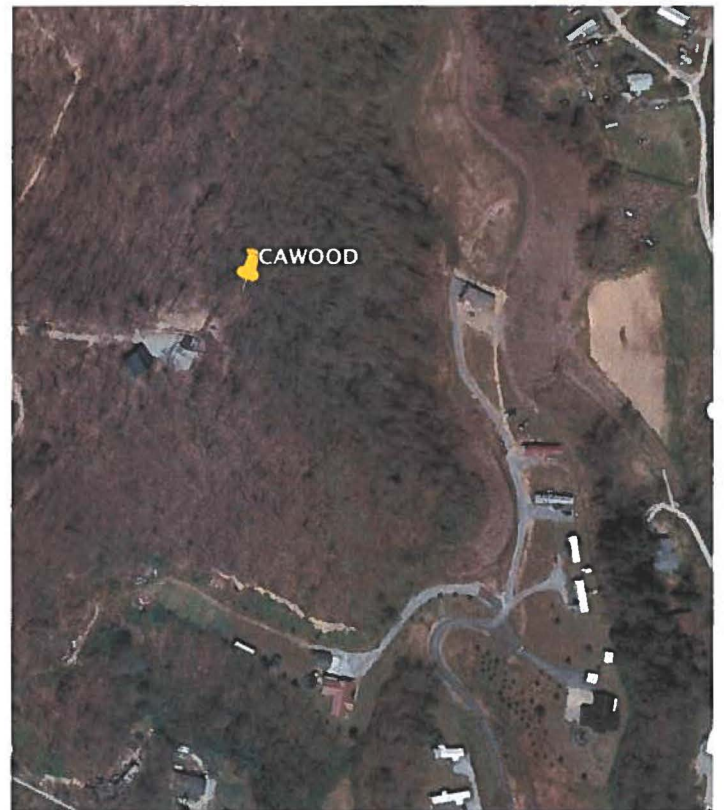
# Preliminary Geotechnical Investigation

**Site Name:** CAWOOD (KYL06059)

**Site Address:** 0 Stillhouse Branch  
Cawood, KY 40815  
Harlan County

**Coordinates:** N36° 47' 19.32"  
W83° 14' 15.07"

**POD Project No.** 18-32041



**SUBMITTED TO:**

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

**PREPARED BY:**

Power of Design  
11490 Bluegrass Parkway  
Louisville, KY 40299



---

December 3, 2018

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

Re: Subject: **Preliminary Geotechnical Investigation**  
Site Name: CAWOOD (KYL06059)  
Site Address: 0 Stillhouse Branch  
Cawood, KY 40815  
Harlan County  
Coordinates: N36° 47' 19.32", W83° 14' 15.07"  
POD Project No. 18-32041

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 26, 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 11/21/18 of the Property. The Property is located in a steep forested area north of State Route 3001. We understand that plans call for a new 195-foot tall Monopole tower on the site, approximately as shown on Figure 1.



---

### Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound is steep through a wooded area to the top of the hill to the proposed tower location. The elevation at the proposed tower location is about 1636 feet AMSL.

The soil survey shows Gilpin-Rayne-Sequoia (GtF) complex for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a channery silt loam to a depth of approx. 20 inches, channery loam to approx. 28 inches with bedrock being at approximately 28-38 inches.

### Recommendations

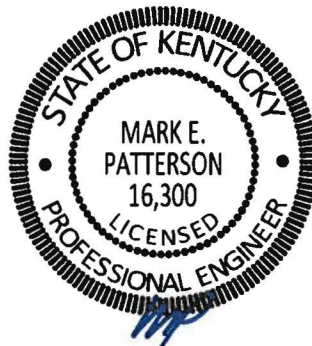
Based on the anticipated rocky soil and relatively shallow bedrock, the tower will likely be supported on a shallow mat (pad and pier) foundation system. Groundwater will not likely be encountered in foundation excavations. Assuming partially weathered rock at the tower foundation bearing level, a nominal 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

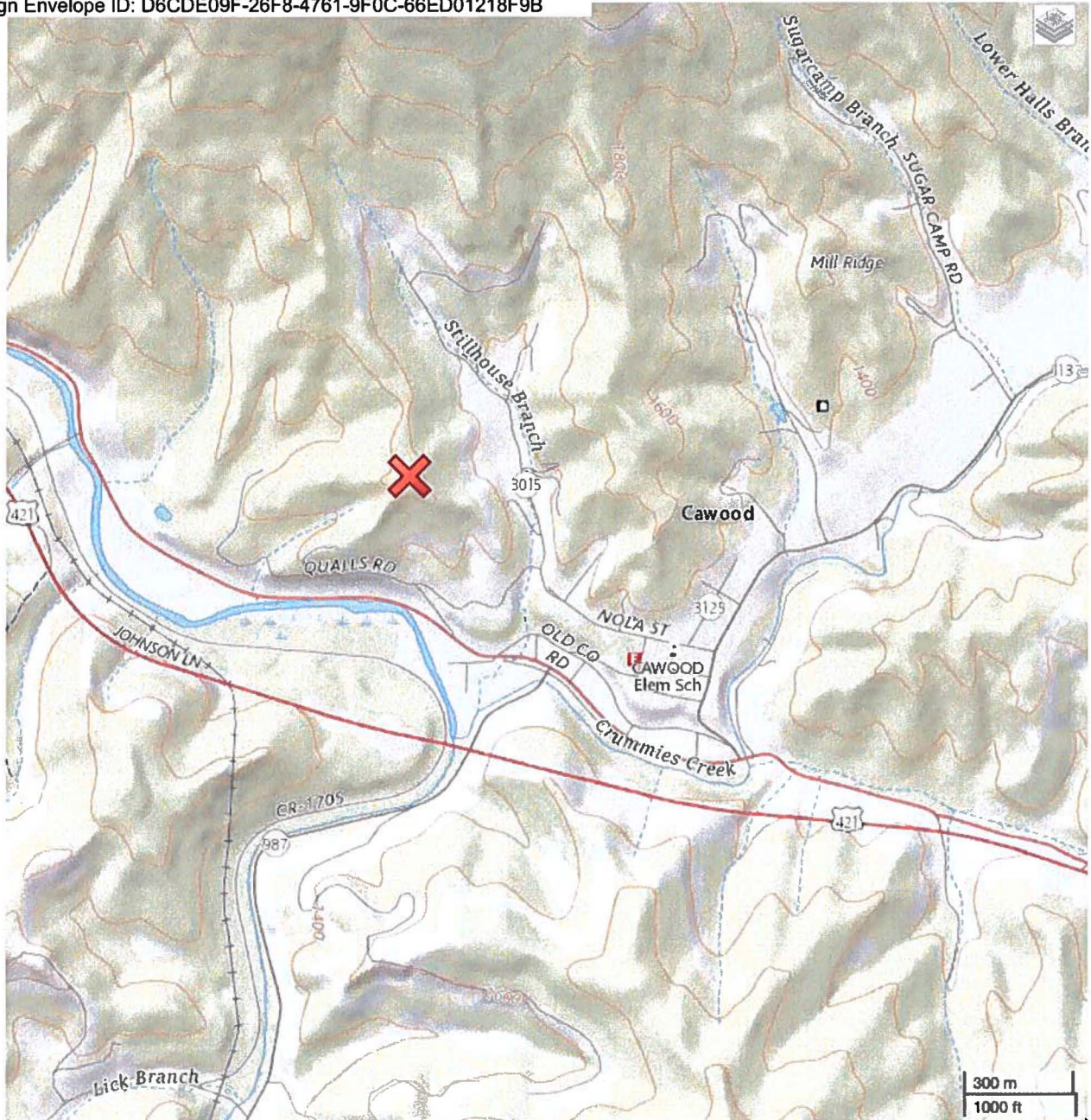


Appendix A Figure 1 - Topographic Map and Site Survey  
Appendix B Soil Survey and Soil Descriptions






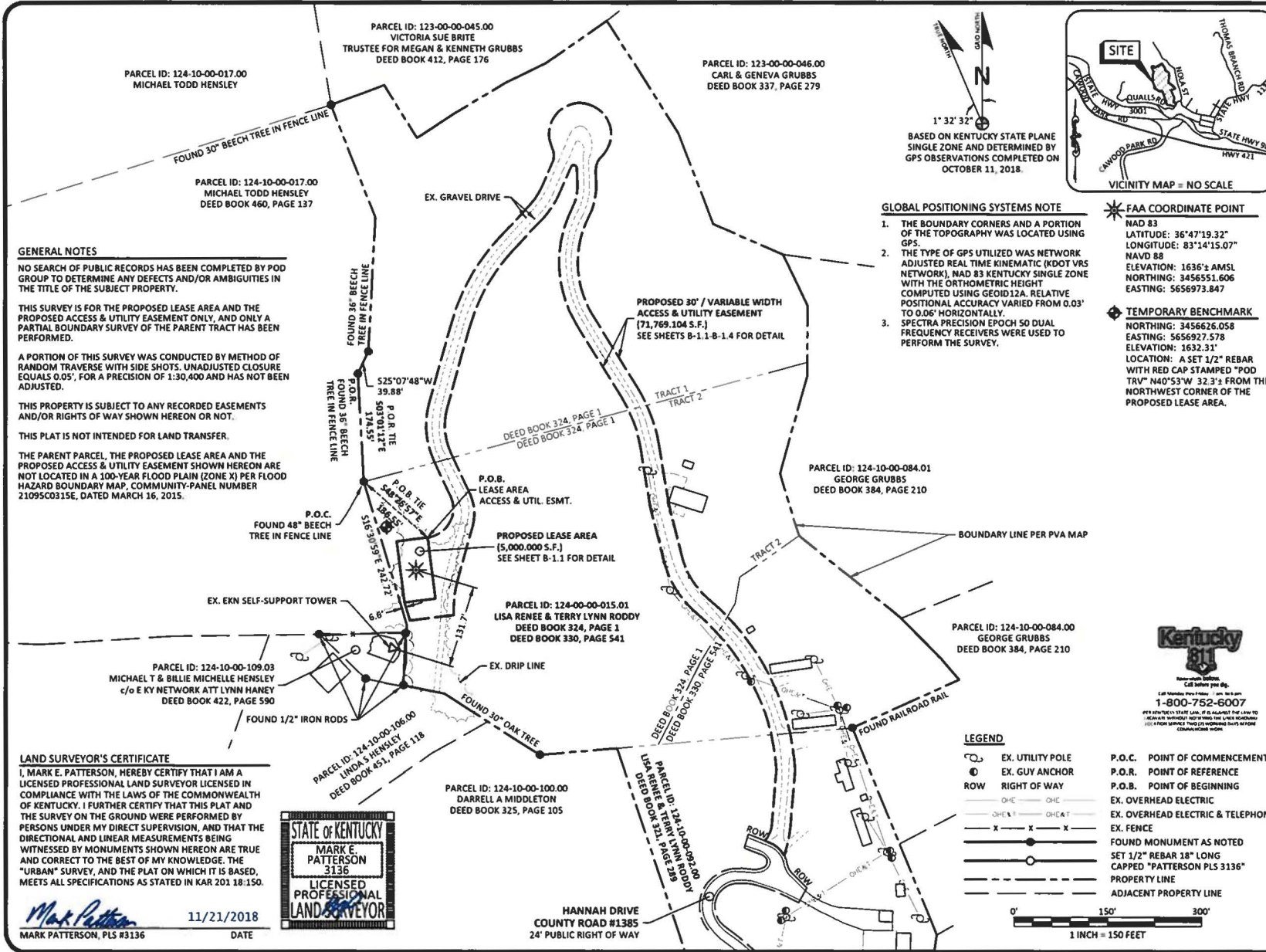
**APPENDIX A**  
Topographic Map and Site Survey



Source: U.S. Geological Survey, 20160401, USGS US Topo 7.5-minute map for Evarts, KY-VA  
2016: USGS - National Geospatial Technical Operations Center (NGTOC).

**X** = Proposed Site

	<p><b>Site Name:</b> CAWOOD (KYL06059)</p> <p><b>Site Address:</b> 0 Stillhouse Branch Cawood, KY 40815 Harlan County</p> <p><b>Coordinates:</b> N36° 47' 19.32" W83° 14' 15.07"</p>	<p><b>Figure 1:</b> <b>Site Location Plan</b></p>
---	--	---



**GENERAL NOTES**

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**LAND SURVEYOR'S CERTIFICATE**

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Mark Patterson 11/21/2018  
 MARK PATTERSON, PLS #3136 DATE

**GLOBAL POSITIONING SYSTEMS NOTE**

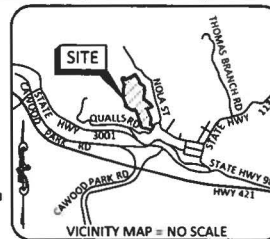
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**FAA COORDINATE POINT**

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 LONGITUDE: 83°14'15.07"  
 NAVD 88  
 ELEVATION: 1636± AMSL  
 NORTHING: 3456551.606  
 EASTING: 5656973.847

**TEMPORARY BENCHMARK**

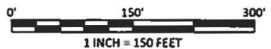
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 ELEVATION: 1632.31'  
 LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 11, 2018.

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- EX. UTILITY POLE
- EX. GUY ANCHOR
- ROW RIGHT OF WAY
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- EX. FENCE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING



PREPARED BY:  
**POD**  
 POWER OF DESIGN  
 11400 BLUEGRASS PARKWAY  
 LOUISVILLE, KY 40299  
 502.437.9252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

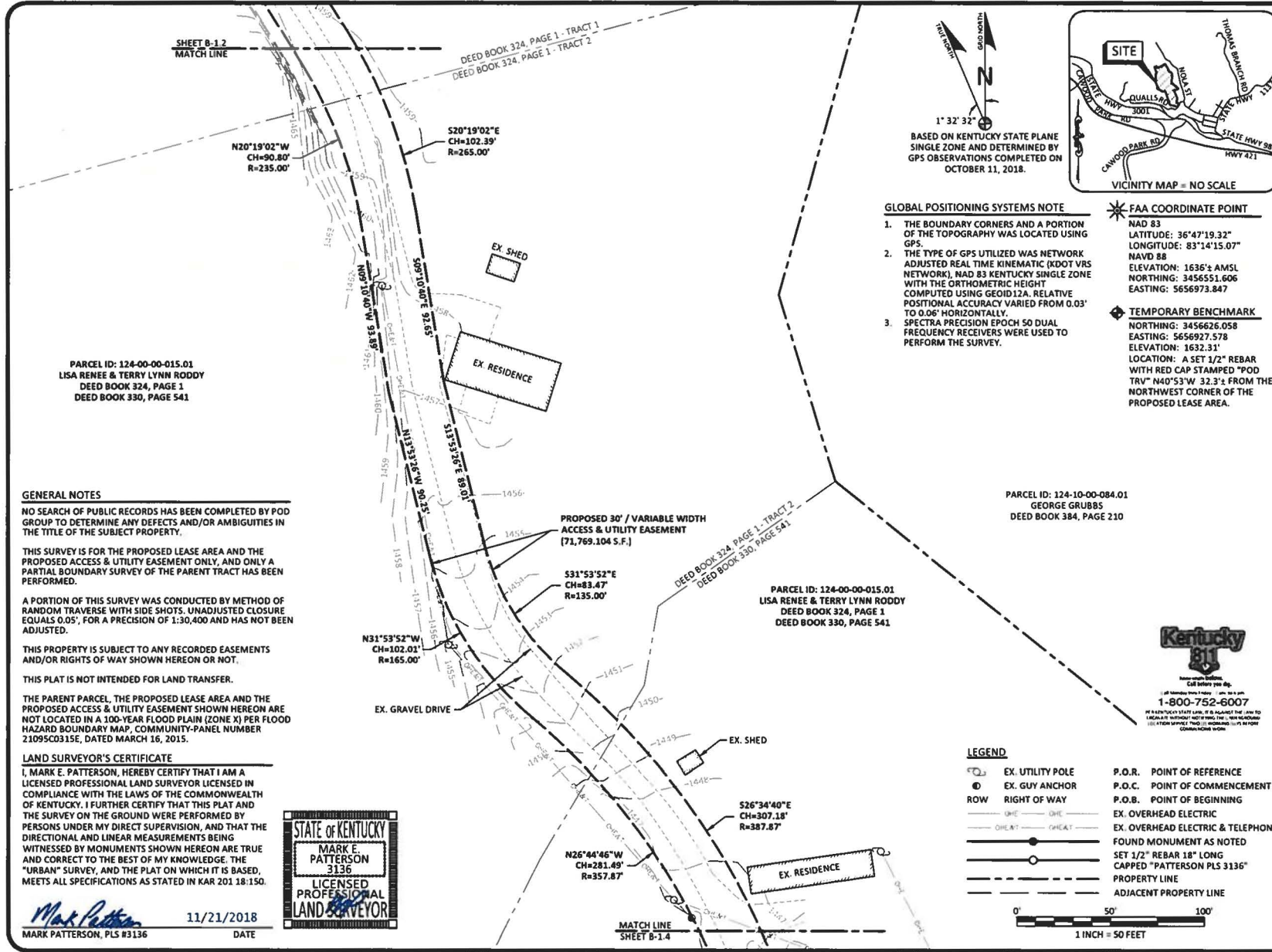
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**SOURCE OF TITLE:**  
 BOOK 324, PAGE 1  
 BOOK 330, PAGE 541  
 BOOK 321, PAGE 289

**SITE NUMBER:**  
 KYL06059  
**POD NUMBER:** 18-27862  
**DRAWN BY:** CPM  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.11.18  
**PLAT DATE:** 10.24.18

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

**SHEET NUMBER:** (6 pages)  
**B-1**



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 LISA RENEE & TERRY LYNN RODDY  
 DEED BOOK 324, PAGE 1  
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PARCEL ID: 124-10-00-084.01  
 GEORGE GRUBBS  
 DEED BOOK 384, PAGE 210

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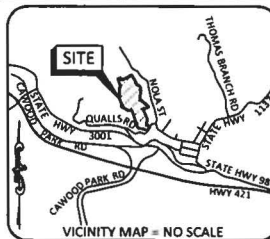
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*Mark Patterson* 11/21/2018  
 MARK PATTERSON, PLS #3136 DATE



1° 32' 32"  
 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 11, 2018.



VICINITY MAP - NO SCALE

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 POWER OF DESIGN  
 12400 MILLCREEK PARKWAY  
 LOUISVILLE, KY 40299  
 502.437.9252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

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SHEET NUMBER: (6 pages)

**B-1.3**

**LEGEND**

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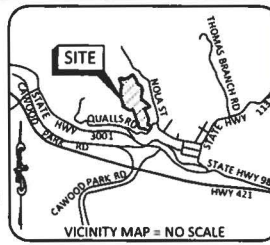
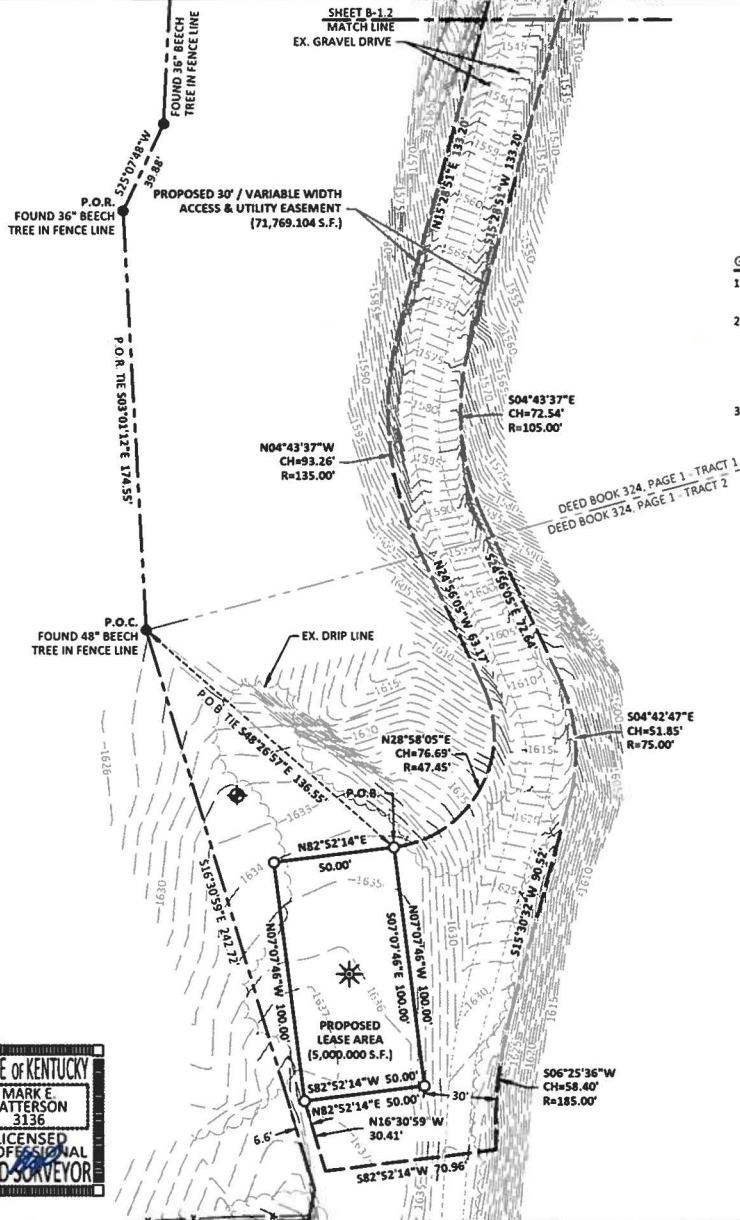
PARCEL ID: 124-10-00-017.00  
MICHAEL TODD HENSLEY  
DEED BOOK 460, PAGE 137

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*Mark Patterson* 11/21/2018  
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LISA RENEE & TERRY LYNN RODDY  
DEED BOOK 324, PAGE 1  
DEED BOOK 330, PAGE 541

**LEGEND**

- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG
- CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE



PREPARED BY:  
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11400 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502.437.9252

PREPARED FOR:  
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**B-1.1**

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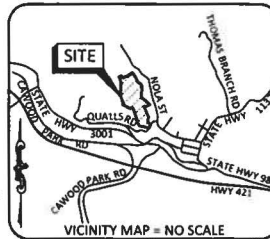
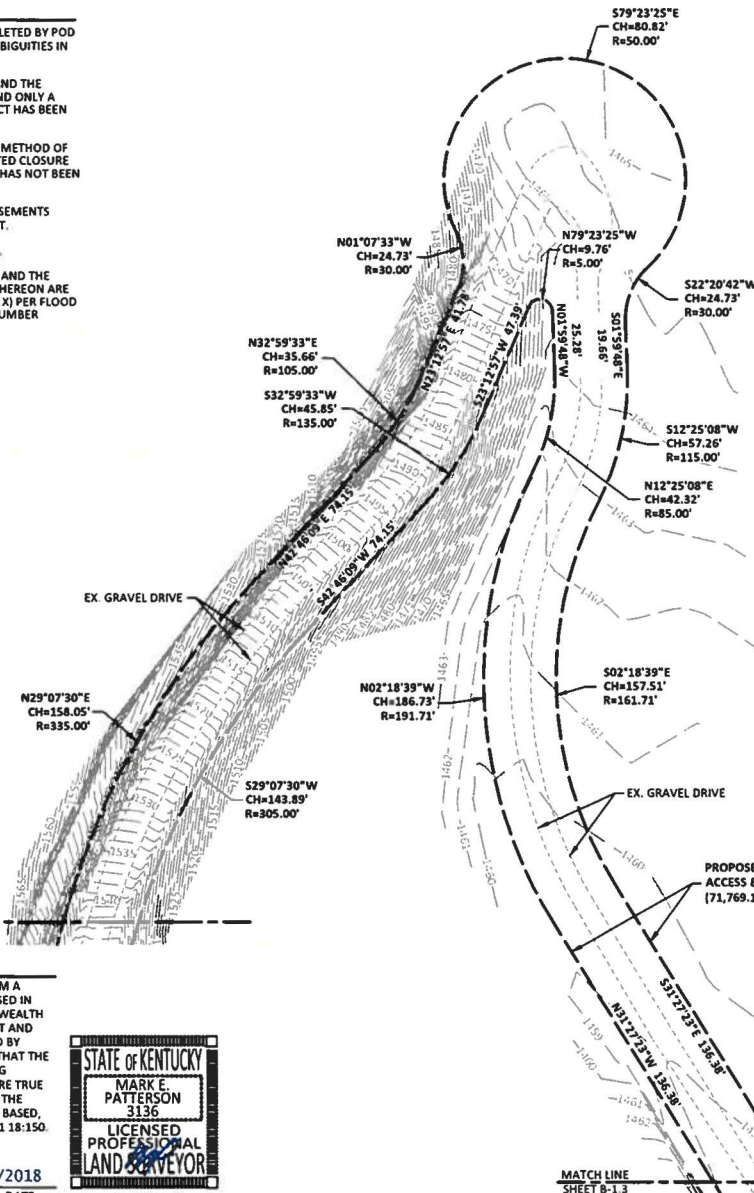
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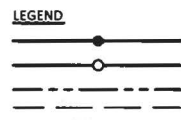
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**B-1.2**

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 MARK PATTERSON, PLS #3136  
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**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.

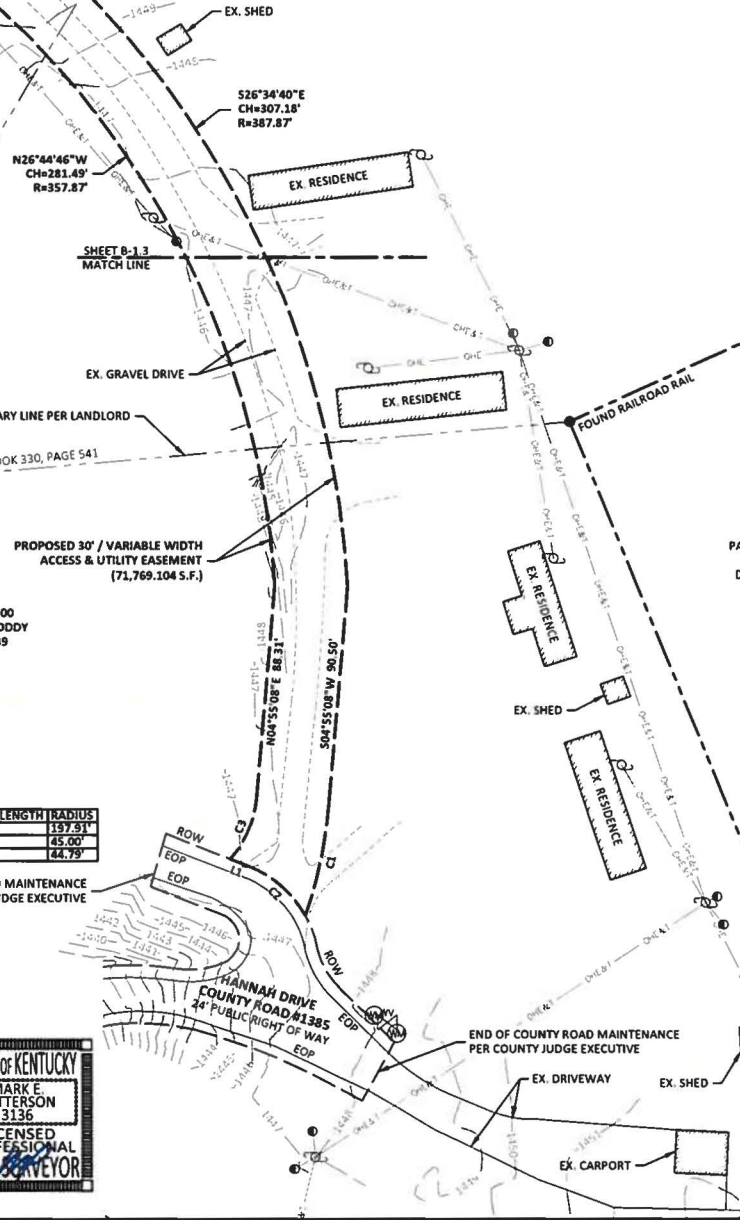
THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS, UNADJUSTED CLOSURE EQUALS 0.05', FOR A PRECISION OF 1:30,400 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.

THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE XI) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2109SC0315E, DATED MARCH 16, 2015.



LINE BEARING	DISTANCE
L1 N68°28'03"W	18.63'

CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	S11°53'06"W	47.78'	157.91'
C2	N48°27'37"W	30.79'	45.00'
C3	N23°07'49"E	27.99'	44.79'

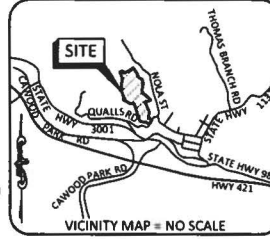
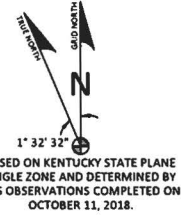
PARCEL ID: 124-10-00-100.00  
DARRELL A MIDDLETON  
DEED BOOK 325, PAGE 105

**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 "URBAN" 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

11/21/2018  
DATE



**GLOBAL POSITIONING SYSTEMS NOTE**

1. THE BOUNDARY CORNERS 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 0.03' TO 0.06' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

**FAA COORDINATE POINT**  
NAD 83  
LATITUDE: 36°47'19.32"  
LONGITUDE: 83°14'15.07"  
NAVD 88  
ELEVATION: 1636'± AMSL  
NORTHING: 3456551.606  
EASTING: 5656973.847

**TEMPORARY BENCHMARK**  
NORTHING: 3456626.058  
EASTING: 5656927.578  
ELEVATION: 1632.31'  
LOCATION: A SET 1/2" REBAR WITH RED CAP STAMPED "POD TRV" N40°53'W 32.3'± FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.

**LEGEND**

- EX. UTILITY POLE
- EX. GUY ANCHOR
- EX. WATER VALVE
- EX. WATER METER
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EOP EDGE OF PAVEMENT
- ROW RIGHT OF WAY



PREPARED BY:  
**POD**  
POWER OF DESIGN  
13400 BLUE GRASS PARKWAY  
LOUISVILLE, KY 40299  
502.437.9252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.24.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL
1	11.16.18	REVISED LEASE AREA

**SITE INFORMATION:**  
**CAWOOD**  
0 STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY

**PROPERTY OWNER:**  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815

**TAX PARCEL NUMBER:**  
124-00-00-015.01  
124-10-00-092.00

**SOURCE OF TITLE:**  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

**SITE NUMBER:**  
KY06059

**POD NUMBER:** 18-27862  
**DRAWN BY:** CPM  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.11.18  
**PLAT DATE:** 10.24.18

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

**SHEET NUMBER: (6 pages)**  
**B-1.4**

**LEGAL DESCRIPTIONS**

**PROPOSED LEASE AREA**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO LISA RENEE & TERRY LYNN RODDY AS RECORDED IN DEED BOOK 324, PAGE 1 (TRACT 2), PARCEL ID: 124-00-00-015.01, IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY 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 OCTOBER 11, 2018.

COMMENCING AT A FOUND 48" BEECH TREE IN A FENCE LINE, BEING THE NORTHWEST CORNER OF PROPERTY CONVEYED TO LISA RENEE & TERRY LYNN RODDY AS RECORDED IN DEED BOOK 324, PAGE 1 (TRACT 2), PARCEL ID: 124-00-00-015.01, ALSO BEING THE SOUTHWEST CORNER OF TRACT 1 OF AFOREMENTIONED PROPERTY CONVEYED TO RODDY IN SAID DEED BOOK 324, PAGE 1, ALSO BEING IN THE EAST LINE OF PROPERTY CONVEYED TO MICHAEL TODD HENSLEY AS RECORDED IN DEED BOOK 460, PAGE 137, SAID 48" BEECH TREE FOR REFERENCE BEING 503'01"12"E 174.55' FROM A FOUND 36" BEECH TREE IN A FENCE LINE IN THE WEST LINE OF TRACT 1 OF DEED BOOK 324, PAGE 1; THENCE TRAVERSING THE AFOREMENTIONED TRACT 2 CONVEYED TO RODDY, S48°26'57"E 136.55' TO A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE S07°07'46"E 100.00' TO A "SET IPC"; THENCE S82°52'14"W 50.00' TO A "SET IPC"; THENCE N07°07'46"W 100.00' TO A "SET IPC"; THENCE N82°52'14"E 50.00' TO THE POINT OF BEGINNING CONTAINING 5,000,000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 11, 2018.

**PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO LISA RENEE & TERRY LYNN RODDY AS RECORDED IN DEED BOOK 324, PAGE 1 AND DEED BOOK 330, PAGE 541, PARCEL ID: 124-00-00-015.01 AND IN DEED BOOK 321, PAGE 289, PARCEL ID: 124-10-00-092.00, IN THE OFFICE OF THE CLERK OF HARLAN COUNTY, KENTUCKY 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 OCTOBER 11, 2018.

COMMENCING AT A FOUND 48" BEECH TREE IN A FENCE LINE, BEING THE NORTHWEST CORNER OF PROPERTY CONVEYED TO LISA RENEE & TERRY LYNN RODDY AS RECORDED IN DEED BOOK 324, PAGE 1 (TRACT 2), PARCEL ID: 124-00-00-015.01, ALSO BEING THE SOUTHWEST CORNER OF TRACT 1 OF AFOREMENTIONED PROPERTY CONVEYED TO RODDY IN SAID DEED BOOK 324, PAGE 1, ALSO BEING IN THE EAST LINE OF PROPERTY CONVEYED TO MICHAEL TODD HENSLEY AS RECORDED IN DEED BOOK 460, PAGE 137, SAID 48" BEECH TREE FOR REFERENCE BEING 503'01"12"E 174.55' FROM A FOUND 36" BEECH TREE IN A FENCE LINE IN THE WEST LINE OF TRACT 1 OF DEED BOOK 324, PAGE 1; THENCE TRAVERSING THE AFOREMENTIONED TRACT 2 CONVEYED TO RODDY, S48°26'57"E 136.55' TO A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 47.45', N28°58'05"E 76.69'; THENCE N24°58'05"W 63.17'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00', N04°43'37"W 93.26'; THENCE N15°29'51"E 133.20'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00', N29°07'30"E 158.05'; THENCE N42°46'09"E 74.15'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00', N32°59'33"E 35.66'; THENCE N23°12'57"E 41.78'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00', N01°07'33"W 24.73'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00', S79°23'25"E 80.82'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S12°25'08"W 57.26'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 161.71', S02°18'39"E 157.51'; THENCE S31°27'23"E 136.38'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', S20°19'02"E 102.39'; THENCE S09°10'40"E 92.65'; THENCE S13°53'26"E 89.01'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', S31°53'52"E 83.47'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 387.87'; THENCE S26°34'40"E 307.18'; THENCE S04°55'08"W 90.50'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 197.91'; THENCE S11°51'06"W 47.78' TO THE NORTH RIGHT OF WAY LINE OF HANNAH DRIVE (COUNTY ROAD #1385); THENCE ALONG THE NORTH RIGHT OF WAY LINE WITH THE CHORD OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 45.00', N48°27'37"W 30.79'; THENCE CONTINUING WITH SAID NORTH RIGHT OF WAY LINE, N68°28'03"W 8.63'; THENCE TRAVERSING THE PROPERTY CONVEYED TO RODDY, WITH THE CHORD OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 44.79', N23°07'49"E 27.99'; THENCE N04°55'08"E 88.31'; THENCE WITH THE CHORD OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 357.87', N26°44'46"W 281.49'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 185.00', N31°53'52"W 102.01'; THENCE N13°53'26"W 90.25'; THENCE N09°10'40"W 93.89'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', N20°19'02"W 90.80'; THENCE N31°27'23"W 136.38'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 131.71', N02°18'39"W 186.73'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N12°25'08"E 42.32'; THENCE N01°59'48"W 25.28'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.00', N79°23'25"W 9.76'; THENCE S23°12'57"W 47.39'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00', S32°59'33"W 45.85'; THENCE S42°46'09"W 74.15'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 305.00', S29°07'30"W 143.89'; THENCE S15°28'51"W 133.20'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00', S04°43'37"E 72.54'; THENCE S24°56'05"E 72.64'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S04°42'47"E 51.85'; THENCE S15°30'32"W 90.52'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', S06°25'36"W 58.40'; THENCE S82°52'14"W 70.96'; THENCE N16°30'59"W 30.41' TO A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH SAID LEASE AREA FOR THE NEXT TWO CALLS, N82°52'14"E 50.00' TO A "SET IPC"; THENCE N07°07'46"W 100.00' TO THE POINT OF BEGINNING CONTAINING 71,769.104 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 11, 2018.

**REPORT OF TITLE (PARCEL ID: 124-00-00-015.01)**

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 US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS ON BEHALF OF AT&T, FILE NO. 60027-KY1804-5030, REFERENCE NO. FA 13800686, ISSUE DATE OF JULY 12, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

**SCHEDULE B**

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 124-00-00-015.01  
LAND ASSESSMENT: \$10,000.00  
TOTAL ASSESSED VALUE: \$10,000.00  
PERIOD: 2017 PAYMENT STATUS: PAID  
TAX AMOUNT: \$134.50  
(NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- MORTGAGES RETURNED HEREIN. (-0-)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN, (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION, (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

**REPORT OF TITLE (PARCEL ID: 124-00-00-092.00)**

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 US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS ON BEHALF OF AT&T, FILE NO. 60028-KY1804-5030, REFERENCE NO. FA 13800686-1, ISSUE DATE OF JULY 20, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

**SCHEDULE B**

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 124-00-00-092.00  
LAND ASSESSMENT: \$12,675.00  
BUILDING ASSESSMENT: \$80,325.00  
TOTAL ASSESSED VALUE: \$93,000.00  
PERIOD: 2018 PAYMENT STATUS: PAID  
TAX AMOUNT: \$1,250.85  
(NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- MORTGAGES RETURNED HEREIN. (-0-)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN, (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION, (RIGHTS ARE NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

**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 "URBAN" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18.150.



*Mark E. Patterson*  
MARK PATTERSON, PLS #3136 11/21/2018  
DATE



**SITE SURVEY**

REV	DATE	DESCRIPTION
A	10.24.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL
1	11.16.18	REVISED LEASE AREA

**SITE INFORMATION:**  
CAWOOD  
0 STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY

**PROPERTY OWNER:**  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815

**TAX PARCEL NUMBER:**  
124-00-00-015.01  
124-10-00-092.00

**SOURCE OF TITLE:**  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

**SITE NUMBER:**  
KYLOG059

**POD NUMBER:** 18-27862  
**DRAWN BY:** CPM  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.11.18  
**PLAT DATE:** 10.24.18

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

**SHEET NUMBER: (6 pages)**  
**B-1.5**

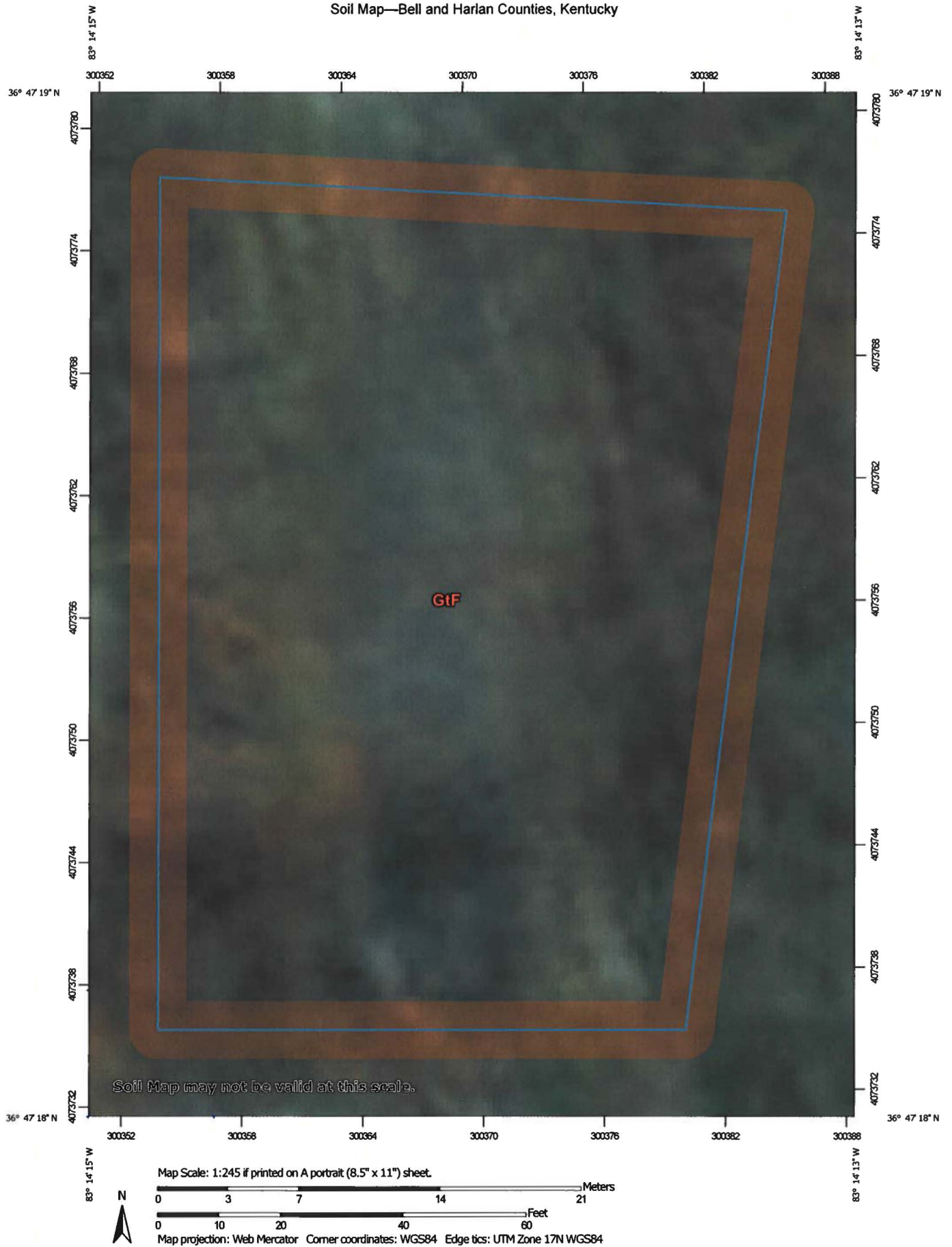




## **APPENDIX B**





































### Soil Survey and Soil Descriptions

Soil Map—Bell and Harlan Counties, Kentucky



Soil Map—Bell and Harlan Counties, Kentucky

**MAP LEGEND**

- |  |  |   |  |
|--|--|---|--|
| <b>Area of Interest (AOI)</b>  |  |  Spoil Area            |  |
|  Area of Interest (AOI) |  |  Stony Spot            |  |
| <b>Soils</b>   |  |  Very Stony Spot       |  |
|  Soil Map Unit Polygons |  |  Wet Spot              |  |
|  Soil Map Unit Lines    |  |  Other                 |  |
|  Soil Map Unit Points   |  |  Special Line Features |  |
| <b>Special Point Features</b>  |  | <b>Water Features</b>   |  |
|  Blowout                |  |  Streams and Canals    |  |
|  Borrow Pit             |  | <b>Transportation</b>   |  |
|  Clay Spot              |  |  Rails                 |  |
|  Closed Depression      |  |  Interstate Highways   |  |
|  Gravel Pit             |  |  US Routes             |  |
|  Gravelly Spot          |  |  Major Roads           |  |
|  Landfill               |  |  Local Roads           |  |
|  Lava Flow              |  | <b>Background</b>   |  |
|  Marsh or swamp         |  |  Aerial Photography    |  |
|  Mine or Quarry         |  |   |  |
|  Miscellaneous Water    |  |   |  |
|  Perennial Water      |  |   |  |
|  Rock Outcrop         |  |   |  |
|  Saline Spot          |  |   |  |
|  Sandy Spot           |  |   |  |
|  Severely Eroded Spot |  |   |  |
|  Sinkhole             |  |   |  |
|  Slide or Slip        |  |   |  |
|  Sodic Spot           |  |   |  |

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:24,000.

**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: Bell and Harlan Counties, Kentucky  
 Survey Area Data: Version 17, Sep 12, 2018

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

Date(s) aerial images were photographed: Jun 27, 2012—Mar 23, 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
GF	Gilpin-Rayne-Sequoia complex, 25 to 55 percent slopes, very stony	0.3	100.0%
<b>Totals for Area of Interest</b>		<b>0.3</b>	<b>100.0%</b>

## 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

### Bell and Harlan Counties, Kentucky

#### GtF—Gilpin-Rayne-Sequoia complex, 25 to 55 percent slopes, very stony

##### Map Unit Setting

National map unit symbol: 2tqhj

Map Unit Description—Bell and Harlan Counties, Kentucky

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*Elevation:* 870 to 3,590 feet  
*Mean annual precipitation:* 25 to 55 inches  
*Mean annual air temperature:* 43 to 68 degrees F  
*Frost-free period:* 150 to 215 days  
*Farmland classification:* Not prime farmland

**Map Unit Composition**

*Gilpin, very stony, and similar soils:* 30 percent  
*Rayne, very stony, and similar soils:* 25 percent  
*Sequoia, very stony, and similar soils:* 20 percent  
*Minor components:* 25 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Gilpin, Very Stony**

**Setting**

*Landform:* Ridges  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Mountaintop  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Parent material:* Fine-loamy residuum weathered from sandstone and shale

**Typical profile**

*O<sub>i</sub> - 0 to 1 inches:* channery slightly decomposed plant material  
*A - 1 to 5 inches:* channery silt loam  
*B<sub>t1</sub> - 5 to 11 inches:* channery silt loam  
*B<sub>t2</sub> - 11 to 20 inches:* channery silt loam  
*B<sub>t3</sub> - 20 to 28 inches:* channery loam  
*R - 28 to 38 inches:* bedrock

**Properties and qualities**

*Slope:* 25 to 55 percent  
*Percent of area covered with surface fragments:* 1.0 percent  
*Depth to restrictive feature:* 24 to 40 inches to lithic bedrock  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (K<sub>sat</sub>):* Very low to moderately low (0.00 to 0.01 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Very low (about 3.0 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7e  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

### Description of Rayne, Very Stony

#### Setting

*Landform:* Ridges  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Mountaintop  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Parent material:* Fine-loamy residuum weathered from shale and siltstone

#### Typical profile

*Oi - 0 to 1 inches:* slightly decomposed plant material  
*A - 1 to 2 inches:* silt loam  
*AB - 2 to 7 inches:* silt loam  
*Bt1 - 7 to 17 inches:* silt loam  
*Bt2 - 17 to 24 inches:* loam  
*Bt3 - 24 to 31 inches:* channery loam  
*BC - 31 to 44 inches:* very channery loam  
*Cr - 44 to 54 inches:* bedrock

#### Properties and qualities

*Slope:* 25 to 55 percent  
*Percent of area covered with surface fragments:* 1.0 percent  
*Depth to restrictive feature:* 40 to 50 inches to paralithic bedrock  
*Natural drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low (0.00 to 0.00 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 5.5 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7e  
*Hydrologic Soil Group:* B  
*Hydric soil rating:* No

### Description of Sequoia, Very Stony

#### Setting

*Landform:* Ridges  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Mountaintop  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Parent material:* Clayey residuum weathered from shale and siltstone

#### Typical profile

*Oi - 0 to 1 inches:* channery slightly decomposed plant material  
*A - 1 to 5 inches:* silt loam



Map Unit Description—Bell and Harlan Counties, Kentucky

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*Bt1 - 5 to 12 inches: silty clay loam*  
*Bt2 - 12 to 20 inches: silty clay*  
*Bt3 - 20 to 34 inches: clay*  
*Cr - 34 to 44 inches: bedrock*

**Properties and qualities**

*Slope: 25 to 55 percent*  
*Percent of area covered with surface fragments: 1.0 percent*  
*Depth to restrictive feature: 24 to 40 inches to paralithic bedrock*  
*Natural drainage class: Well drained*  
*Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 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 4.3 inches)*

**Interpretive groups**

*Land capability classification (irrigated): None specified*  
*Land capability classification (nonirrigated): 7e*  
*Hydrologic Soil Group: C*  
*Hydric soil rating: No*

**Minor Components**

**Matewan, very stony**

*Percent of map unit: 10 percent*  
*Landform: Ridges*  
*Landform position (two-dimensional): Summit*  
*Landform position (three-dimensional): Mountaintop*  
*Down-slope shape: Convex*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

**Feds creek, very stony**

*Percent of map unit: 7 percent*  
*Landform: Mountain slopes*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Upper third of mountainflank*  
*Down-slope shape: Convex*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

**Cloverlick, very stony**

*Percent of map unit: 3 percent*  
*Landform: Mountain slopes*  
*Landform position (two-dimensional): Backslope*  
*Landform position (three-dimensional): Upper third of mountainflank*  
*Down-slope shape: Concave*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

Map Unit Description—Bell and Harlan Counties, Kentucky

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**Kimper, very stony**

*Percent of map unit:* 3 percent

*Landform:* Mountain slopes

*Landform position (two-dimensional):* Backslope

*Landform position (three-dimensional):* Upper third of  
mountainflank

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* No

**Ramsey, very stony**

*Percent of map unit:* 2 percent

*Landform:* Ridges

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Mountaintop

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

**Data Source Information**

Soil Survey Area: Bell and Harlan Counties, Kentucky

Survey Area Data: Version 17, Sep 12, 2018

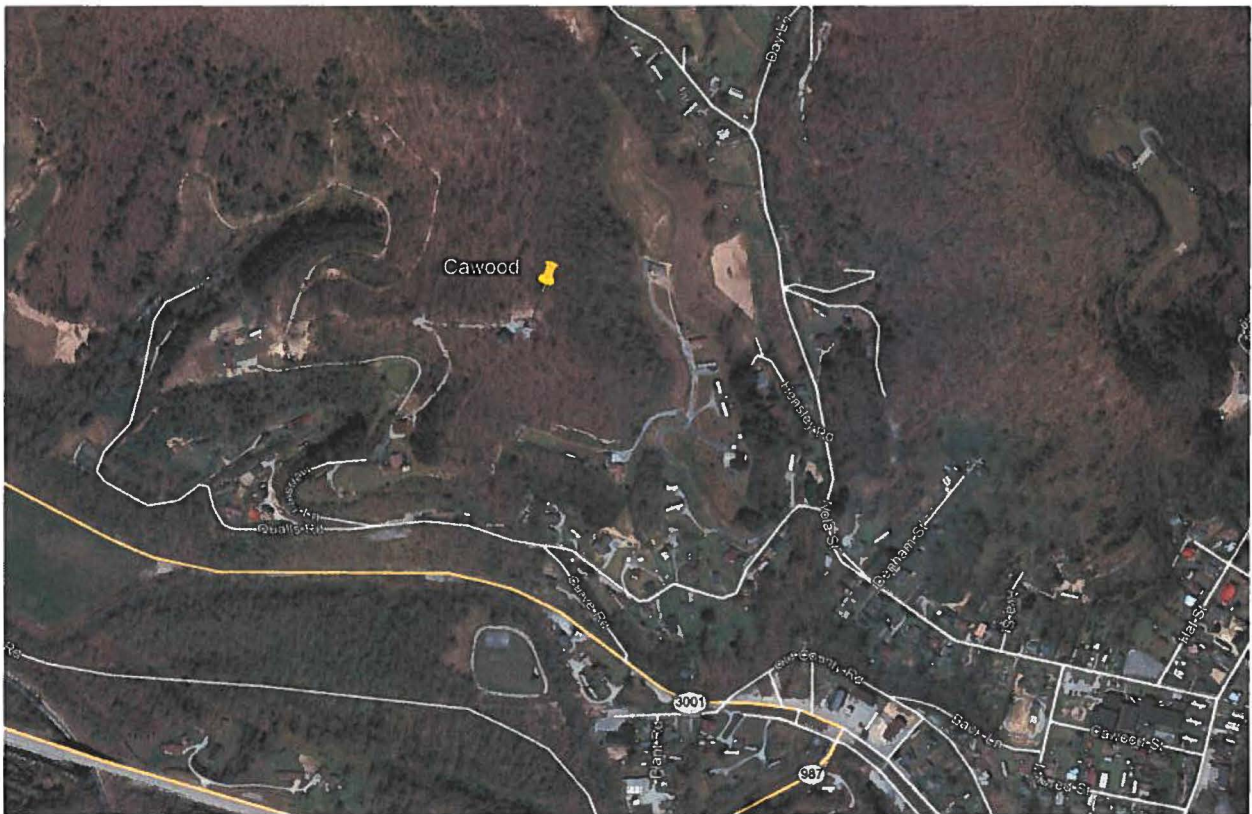
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**EXHIBIT H**  
**DIRECTIONS TO WCF SITE**

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## **Driving Directions to Proposed Tower Site**

1. Beginning at 210 E. Central Street, Harlan, KY, head west on E. Central Street toward US-421 S and travel approximately 0.2 miles.
2. Turn left onto US-421 S and travel approximately 5.4 miles
3. Turn right onto KY-3001 and travel approximately 3.1 miles.
4. Turn left onto Curve Road and travel approximately 0.1 miles.
5. Turn right onto Qualls Road and travel approximately 0.2 miles.
6. Turn left onto Hannah Drive and travel approximately 0.2 miles.
7. Following a U-shaped curve on Hannah Drive, turn right to reach the point at which the public road meets the proposed access drive.
8. The site coordinates are
  - a. North 36 deg 47 min 19.32 sec
  - b. West 83 deg 14 min 15.07 sec



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**EXHIBIT I**  
**COPY OF REAL ESTATE AGREEMENT**

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Market: Lexington  
Cell Site Number: KY1.06059  
Cell Site Name: Cawood  
Search Ring Name: Cawood  
Fixed Asset Number: 13800686

## OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Lisa Renee Roddy, a widow, Lauren Beth Roddy, a single woman, and Kayla Roddy Turner and Spencer Turner, a married couple, all having a mailing address of P.O. Box 163, Cawood, KY 40815 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 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 0 Stillhouse Branch, Cawood, KY 40815, in the County of Harlan, State of Kentucky (collectively, the "**Property**"). 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 exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"). for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, 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 sixty (60) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term 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 without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, 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, then 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 if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**"), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the 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 communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure ("**Structure**"), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (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 the Property 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, install a generator 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 or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term, at Tenant's sole cost, but with no additional rent payable. Tenant will be allowed to make such alterations to the Property in order to ensure that the 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 seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein 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 the 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, 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 hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent 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.**"

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 (5<sup>th</sup>) 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, the 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) Upon the commencement 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 the 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 the Permitted Use 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: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of [REDACTED]. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

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 the 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 Effective Date, 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, costs or expenses in connection with a third party claim (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, invitees, 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, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees,

invitees, agents or independent contractors, 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 9 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) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual 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) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement 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, then 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 in the form attached hereto as **Exhibit 10(b)**.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, 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 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 indemnification provisions contained in 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 materials 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, then 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. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. 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, ██████████ 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 sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. 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 sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) 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.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service 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 service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or 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, then 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 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 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 hereto as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: KYL06059; Cell Site Name: Cawood (KY)  
Fixed Asset #: 13800686  
575 Morosgo Drive  
Atlanta, Georgia 30324

With a copy to:               New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: KYL06059; Cell Site Name: Cawood (KY)  
Fixed Asset #: 13800686  
208 S. Akard Street  
Dallas, TX 75202-4206

If to Landlord:               Darrell Middleton  
P.O. Box 163  
Cawood, KY 40815

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto 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 twenty-four (24) 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 *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the 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 *pro rata* 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 this 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 19, 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 (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) 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 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. 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 in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and 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 permitted by law. 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. Promptly after the Effective Date, Landlord shall provide Tenant's 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 address changes by notice to Landlord, Landlord shall be required to provide Tenant's new address to the taxing authority or authorities.

(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 may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(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 Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant 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 Tenant 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 communication 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 Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises (“Offer”). Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, 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 23. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

**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 of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, 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 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 the 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 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 IT'S 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.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

Lisa Renee Roddy, a widow, Lauren Beth Roddy, a single woman, and Kayla Roddy Turner and Spencer Turner, a married couple

By: Lisa Renee Roddy  
Print Name: Lisa Renee Roddy  
Date: 08-05-18

By: Lauren Beth Roddy  
Print Name: Lauren Beth Roddy  
Date: 08-05-18

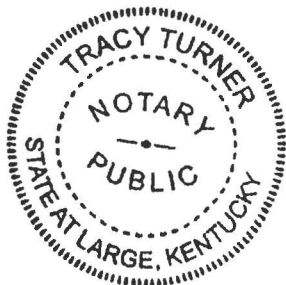
By: Kayla Roddy Turner  
Print Name: Kayla Roddy Turner  
Date: 08-05-18

By: Spencer Turner  
Print Name: Spencer Turner  
Date: 08-05-18

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the 5<sup>th</sup> day of August, 2018 before me, personally appeared Lisa Renee Roddy, Lauren Beth Roddy, Kayla Roddy Turner, and Spencer Turner, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Notary Public: Tracy Turner  
My Commission Expires: 8-24-2020

**"TENANT"**

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

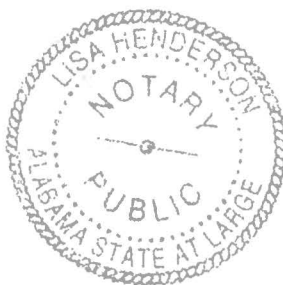
By: AT&T Mobility Corporation  
Its: Manager

By: Jason Allday  
Print Name: Jason Allday  
Its: Area Manager - TN/KY  
Date: 6/18/18

**TENANT ACKNOWLEDGMENT**

STATE OF ALABAMA                    )  
  ) ss:  
COUNTY OF JEFFERSON            )

On the 18<sup>th</sup> day of December, 2018, before me personally appeared Jason Allday, and acknowledged under oath that he is the Area Manager – TN/KY 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.



Lisa Henderson  
Notary Public: Lisa Henderson  
My Commission Expires: 6/29/2022

**EXHIBIT 1**  
**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 7

to the Option and Land Lease Agreement dated December 18, 2018, by and between Lisa Renee Roddy, a widow, Lauren Beth Roddy, a single woman, and Kayla Roddy Turner and Spencer Turner, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

**Deed Book 321, Page 289**

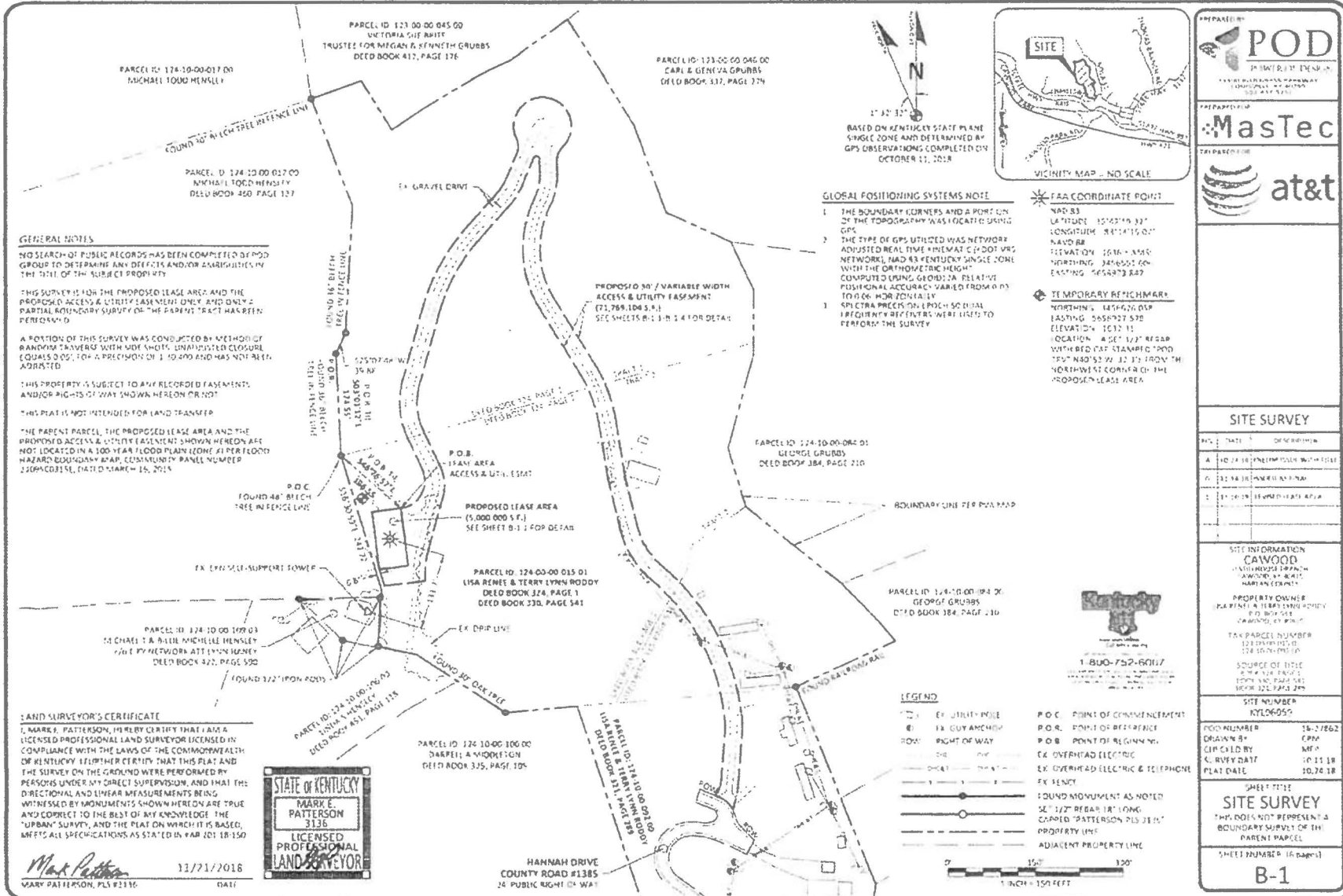
BEGINNING on a stone at the Cemetery Street; thence running a westwardly course to a cliff marked with a cross; thence running a northwardly course to a black oak marked with three hacks and also Sid Corrahan's corner; thence running a westwardly course up the ridge with George Napier's line and also Alex Messer's line to a poplar on top of ridge and also George Cole's corner; thence down the drain and George Cole's line to Bascom Dean's corner; thence running an eastwardly course with Sarah Dean's line to Sarah's corner, around with the Cemetery Street to the BEGINNING (Containing 3 acres more or less)

**Deed Book 324, Page 1**

Tract No. 1: BEGINNING N 49°19'00" W 102.4 feet; N 03°49'00" W 158.4 feet; N 15°27'00" W 213.6 feet to an iron pin set on the southwest r/w line of the County Road, also corner of Edward Owens property line; S 60°30'00" W 120.5 feet to an iron pin; thence S 69°46'30" W 72 feet to an iron pin; thence N 26° 37'30" W 99.6 feet to an iron pin; thence S 64°39'00" W 95 feet; thence S 60°15'00" W 72 feet to an iron pin; thence N 26°37'30" W 99.6 feet to an iron pin; thence S 75°23'00" W 91 feet to an iron pin, corner of said Edward Owens and James Cawood property; thence following Cawood's property S 17°15'00" E 157.4 feet; S 08°58'00" W 39.3 feet; S 10°37'30" E 49.0 feet; S 07°48'30" W 217.0 feet; S 29°57'00" W 39.3 feet; S 10°37'30" W 105 feet; N 82°06'00" E back to the point of BEGINNING.

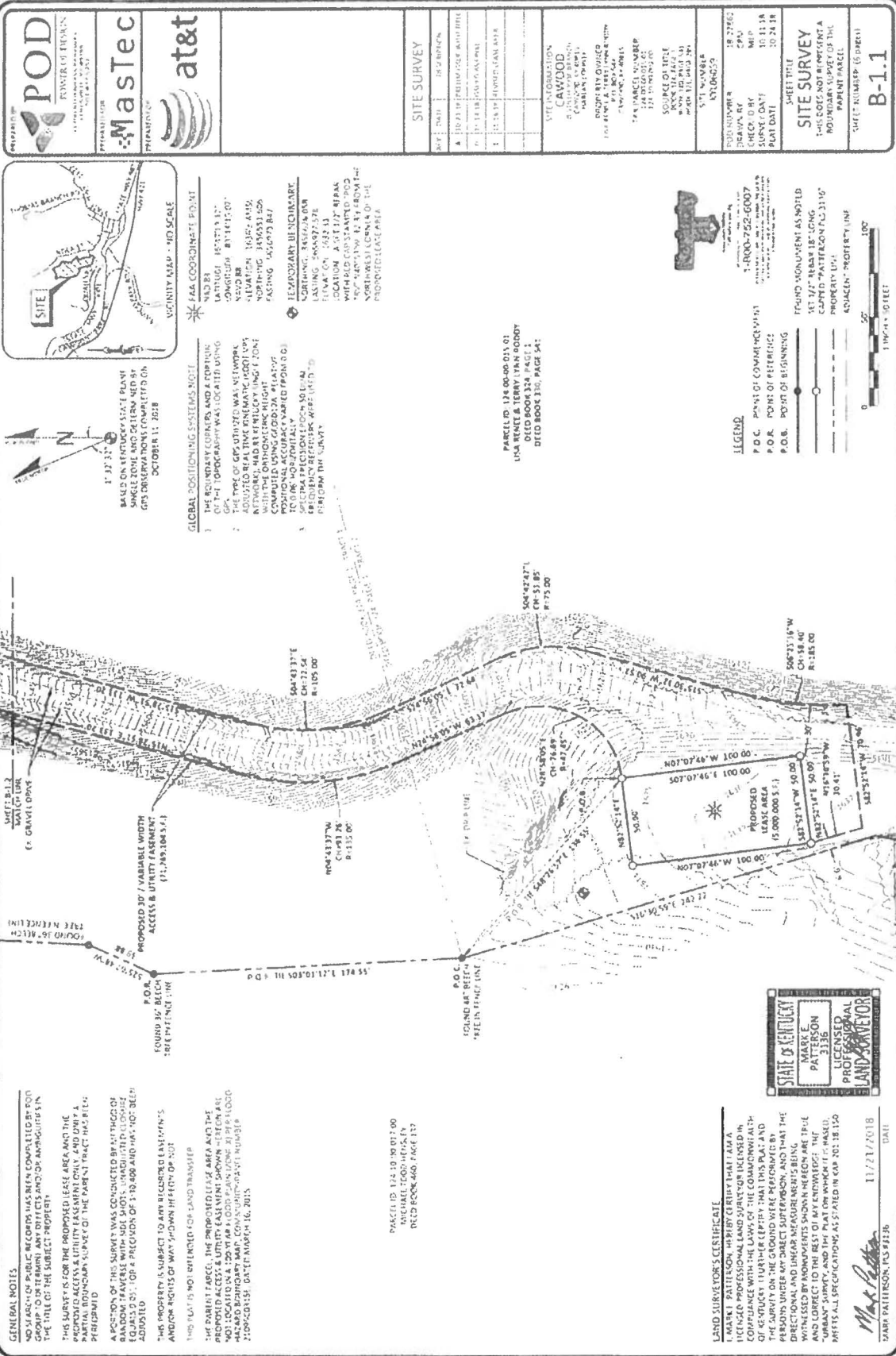
Tract No: Certain tract of land lying and being in the Stillhouse Branch, Harlan County, Kentucky, on the left hand side of property facing from the road, or the West side, with deed description as follows:

Beginning S 13°27'3" E 52.9 feet; S 13°25'00" E 91 feet; S 15° 24'30" E 82.9 feet; S 08°27'00" W 94.8 feet; S 72°28'00" E 67.5 feet; S 51°49'00" E 182 feet; S 89°43'00" E 47.5 feet; 87°30'00" E 138.5 feet to an iron pin, corner of Messer property; thence to an with said Messer property N 36° 13'00" E 15.5 feet; N 30°13'00" E 141.0 feet; N 36°00'00" E 108.0 feet; N 15°05'00" E 43.05 feet; N 59°54'00" E 116.5 feet to an iron pin set on the W r/w line of an Old County Road; thence following f/w line of said road. N 11°11'00" W 105.1 feet; N 20°49'00" E 164.8 feet; N 05°21'00" E 113 feet; N 20°28'00" W 91.2 feet; S 82°06'00" W 736.5 feet back to the point of BEGINNING



Laurin Beth Roddy 11/30/18  
 Kayla Turner 11/30/18  
 Lisa Renee Roddy 11/30/18

DocuSign Envelope ID: 3078D3F0-C494-4058-4A8D2C7055E



**POD**  
POWER OF DESIGN  
A PROFESSIONAL SERVICE COMPANY  
1113018  
www.pod.com

**MasTec**  
PREPARED BY  
1113018

**at&t**  
PREPARED BY  
1113018

SITE SURVEY	
NO.	DESCRIPTION
1	100.00 FT. FRONT YARD SETBACK
2	10.00 FT. SIDE YARD SETBACK
3	10.00 FT. REAR YARD SETBACK
4	10.00 FT. SIDE YARD SETBACK
5	10.00 FT. REAR YARD SETBACK

**SITE INFORMATION**  
**CAWOOD**  
100.00 FT. FRONT YARD SETBACK  
10.00 FT. SIDE YARD SETBACK  
10.00 FT. REAR YARD SETBACK  
10.00 FT. SIDE YARD SETBACK  
10.00 FT. REAR YARD SETBACK

**PLAT NUMBER** 28 2782  
**BOOK** 1113018  
**SURVEY DATE** 10 11 18  
**PLAT DATE** 10 24 18

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

**SHEET NUMBER** B-1.1

**GLOBAL POSITIONING SYSTEMS NOTE**  
1. THE BOUNDARY CORNERS AND POINTS OF THE TOPOGRAPHY WAS LOCATED USING GPS. THE POINTS OF THE TOPOGRAPHY WAS LOCATED USING GPS. THE POINTS OF THE TOPOGRAPHY WAS LOCATED USING GPS. THE POINTS OF THE TOPOGRAPHY WAS LOCATED USING GPS.

**LEGEND**  
P.O.C. POINTS OF COMMENCEMENT  
P.O.B. POINTS OF BEGINNING  
FOUND MONUMENT AS NOTED  
1/4" = 10' SCALE

**PARCEL ID: 124 00 00 015 01**  
**LINA RENEE & TERRY LYNN BOBBY**  
**DIED BOOK 324 PAGE 1**  
**DIED BOOK 330 PAGE 54**

**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 ACCESS & UTILITY EASEMENT ONLY. AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARCEL TRACT HAS BEEN PERFORMED.  
A POSITION OF THIS SURVEY WAS CONDUCTED BY THE GROUP OF RANDOM TRAVELERS WITH NOT SHOTS, UNADJUSTED, LOCALIZED, AND A REFERENCE TO THE PARCEL TRACT HAS BEEN ADVISED.  
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

**STATE OF KENTUCKY**  
**MARK PATTERSON**  
**PA 113316**  
**LICENSED PROFESSIONAL LAND SURVEYOR**  
**11/27/2018**  
**DATE**

**LAND SURVEYOR'S CERTIFICATE**  
I, MARK PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KENTUCKY. I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I HAVE BEEN ADVISED THAT THE PARCEL IS BEING SURVEYED FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY. AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING TAKEN BY ME AND MY ASSISTANTS HAVE BEEN MADE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I HAVE BEEN ADVISED THAT THE PARCEL IS BEING SURVEYED FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY. AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING TAKEN BY ME AND MY ASSISTANTS HAVE BEEN MADE IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.

**PARCEL ID: 124 00 00 015 01**  
**LINA RENEE & TERRY LYNN BOBBY**  
**DIED BOOK 324 PAGE 1**  
**DIED BOOK 330 PAGE 54**

*Lauren Boyd Padley 11/30/18*  
*Erin 11/30/18*  
*Jose Rene Rolles 11/30/18*

POD  
POWER SERVICES

MasTec

at&t

SITE SURVEY	
NO.	DATE
1	10/21/18
2	11/13/18
3	11/13/18

**CITY INFORMATION**

CITY OF BOSTON  
DEPARTMENT OF CITY PLANNING  
100 STATE STREET, 10TH FLOOR  
BOSTON, MA 02109

**PROJECT NUMBER**  
18-00000000000000000000

**FILE NUMBER**  
18-00000000000000000000

**SOURCE OF TITLE**  
RECORDS OF THE CITY OF BOSTON

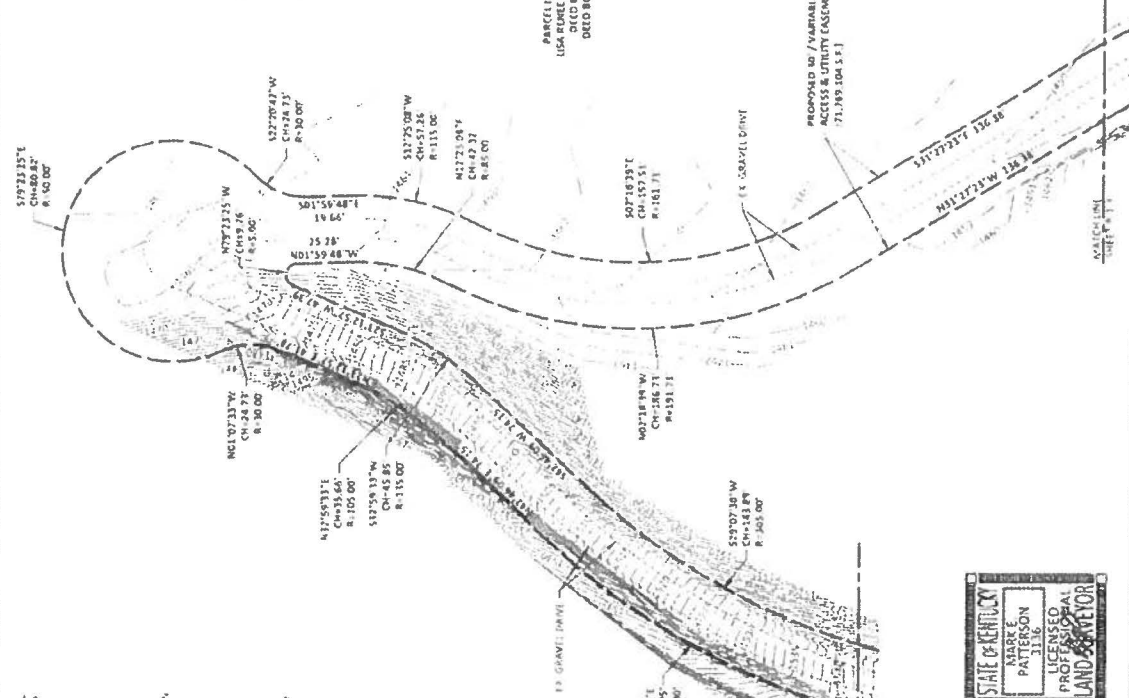
**SHEET TITLE**  
SITE SURVEY

**SHEET NUMBER**  
B-1.2



**GLOBAL POSITIONING SYSTEMS NOTE**

- THE BOUNDARY CORNER MARK POSITIONS OF THE TOPOGRAPHY WERE LOCATED USING GPS.
- THE TYPE OF GPS USED WAS AN RTK GPS NETWORK MARKED BY THE SURVEYOR WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID 2011 RELATIVE TO 2011 HORIZONTAL DATUM (NAD 83).
- VERTICAL PRECISION EQUIPMENT AND PROCEDURES RECOMMENDED WERE USED THROUGHOUT THE SURVEY.



**GENERAL NOTES**

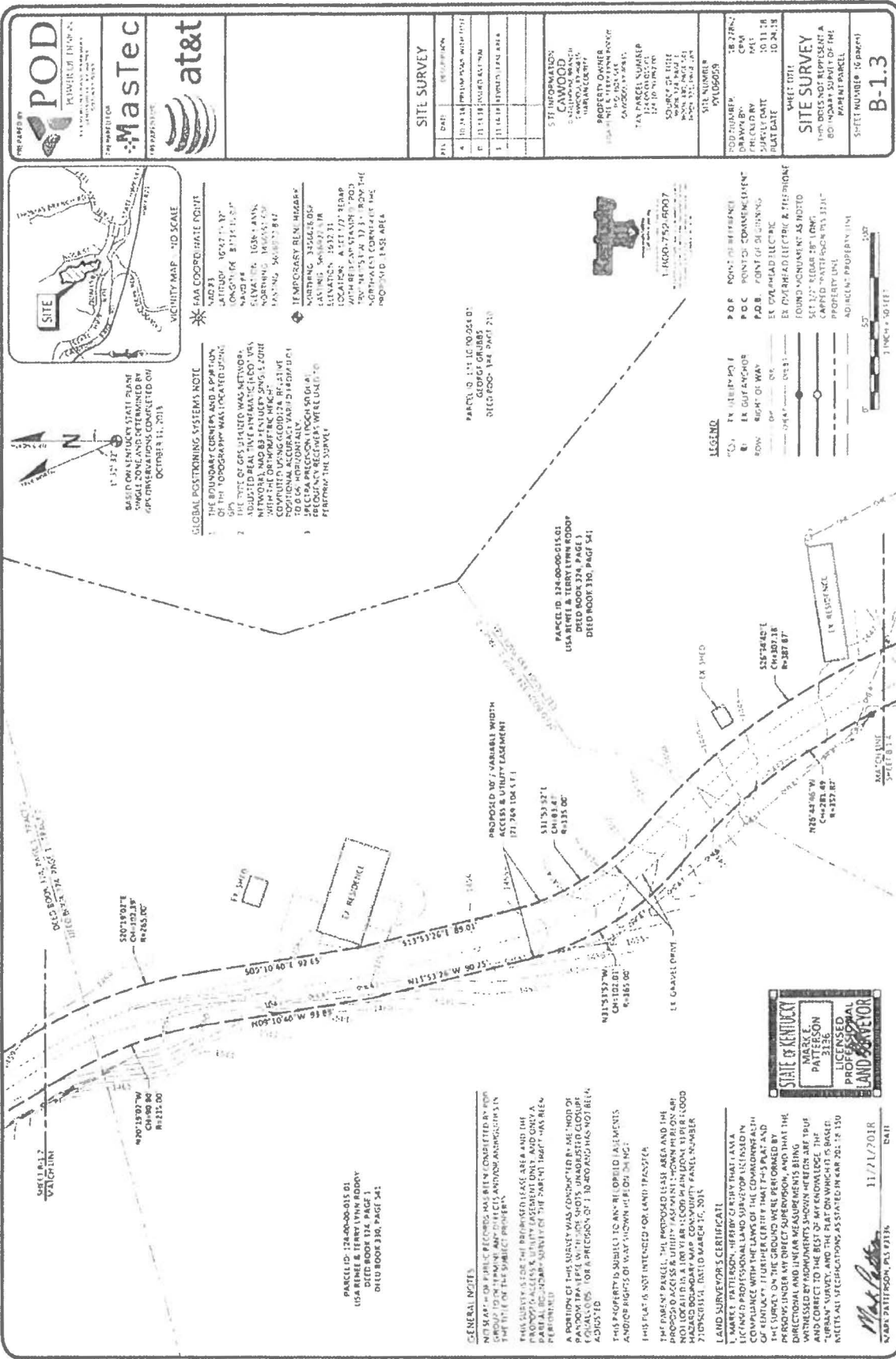
- NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY EASEMENTS AND/OR ENCUMBRANCES ON THE TITLE OF THE SUBJECT PROPERTY.
- THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY. ANY OTHER ADEQUATE BOUNDARY SURVEY OF THE ENTIRE TRACT HAS BEEN PERFORMED.
- A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF EQUALS AS A PRELIMINARY SURVEY. THE RESULTS OF THIS SURVEY SHALL BE SUBJECT TO ANY RECORDS EASEMENTS AND/OR EASEMENTS OF WAY SHOWN HEREON OR NOT.
- THIS PLAN IS NOT INTENDED FOR LAND TRANSFER.
- THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A ZONING OR CONDOMINIUM ACT OR BY-LAW OR ZONING ORDINANCE, RULES OR REGULATIONS, AND THE PROPOSED ACCESS & UTILITY EASEMENT IS SUBJECT TO ANY RECORDS EASEMENTS AND/OR EASEMENTS OF WAY SHOWN HEREON OR NOT.

MARK PATTERSON, PLS 93136  
 DATE: 11/21/2018

*Carren Beth Roddy 11/30/18*

*Kayla Lynn 11/30/18*

*Heather Roddy 11/30/18*



**POD**  
POWER OF DESIGN

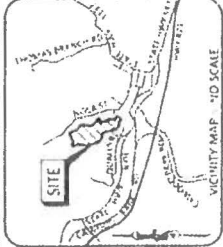
**MasTec**  
CONSTRUCTION SERVICES

**at&t**

SITE SURVEY	
FILE	DATE
4	10/24/18
5	11/14/18
6	11/14/18
7	11/14/18
8	11/14/18
9	11/14/18
10	11/14/18

**SITE INFORMATION:**  
**CAYWOOD**  
 12400-00-015-01  
 USA RENE & TERRY LYNN RIDDY  
 DIED BOOK 376, PAGE 1  
 DIED BOOK 376, PAGE 1

NO.	DESCRIPTION	POINT OF BEGINNING	POINT OF COMMENCEMENT
1	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
2	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
3	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
4	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
5	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
6	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
7	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
8	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
9	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT
10	POINT OF BEGINNING	POINT OF BEGINNING	POINT OF COMMENCEMENT



**GLOBAL POSITIONING SYSTEMS NOTE**  
 1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.  
 2. THE SET OF GPS POINTS WAS NETWORKED TO THE NATIONAL NETWORK USING A TRIPLET WITH THE ORION MAPPING NETWORK. COORDINATES WERE OBTAINED FROM THE NETWORK USING GROUND CONTROL POINTS TO CORRECT FOR DISTORTION.  
 3. PRECISION PRECISION LENGTHS AND ANGLES WERE OBTAINED FROM THE NETWORK. PRECISION MEASUREMENTS WERE USED TO PLAN THE SURVEY.

**FAA COORDINATE POINTS**  
 1. LATITUDE: 36°27'17.17"  
 2. LONGITUDE: 81°14'11.17"  
 3. ELEVATION: 1037.31'  
 4. LOCATION: 107'248.104'  
 5. NORTH: 107'248.104'  
 6. NORTH: 107'248.104'  
 7. NORTH: 107'248.104'

**PARCEL ID: 124-00-00-015-01**  
 USA RENE & TERRY LYNN RIDDY  
 DIED BOOK 376, PAGE 1  
 DIED BOOK 376, PAGE 1

**LEGEND**  
 1. EX. GUY ANCHOR  
 2. EX. RIGHT OF WAY  
 3. EX. OVERHEAD ELECTRIC  
 4. EX. OVERHEAD ELECTRIC & TELEPHONE  
 5. EX. FOUND MONUMENT AS NOTED  
 6. EX. SET 127' BEAR 28° LONG  
 7. EX. CAPED WATER METER 12 1/2"  
 8. EX. PROPERTY LINE  
 9. EX. ADJACENT PROPERTY LINE

**GENERAL NOTES**  
 1. THIS SURVEY WAS CONDUCTED BY ME, JOHN D. GIBSON, A LICENSED PROFESSIONAL LAND SURVEYOR, FOR A PORTION OF THE SUBJECT PROPERTY.  
 2. THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS EASEMENT ONLY AND DOES NOT INCLUDE ANY OTHER SURVEY OF THE SUBJECT PROPERTY.  
 3. A PORTION OF THIS SURVEY WAS CONDUCTED BY ME, JOHN D. GIBSON, A LICENSED PROFESSIONAL LAND SURVEYOR, FOR A PORTION OF THE SUBJECT PROPERTY.  
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 5. THE PROPERTY SURVEY IS TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MORGAN, KENTUCKY, AND THE RIGHTS OF WAY SHOWN HEREON DO NOT INCLUDE ANY RIGHTS OF WAY SHOWN HEREON.

**PROPOSED 107' VARIABLE WIDTH EASEMENT**  
 107'248.104'

**531'53.37'**  
 107'248.104'

**107'248.104'**  
 107'248.104'

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 107'248.104'

**PARCEL ID: 124-00-00-015-01**  
 USA RENE & TERRY LYNN RIDDY  
 DIED BOOK 376, PAGE 1  
 DIED BOOK 376, PAGE 1

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**531'53.37'**  
 107'248.104'

**107'248.104'**  
 107'248.104'

**107'248.104'**  
 107'248.104'

**PARCEL ID: 124-00-00-015-01**  
 USA RENE & TERRY LYNN RIDDY  
 DIED BOOK 376, PAGE 1  
 DIED BOOK 376, PAGE 1

**PROPOSED 107' VARIABLE WIDTH EASEMENT**  
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**PARCEL ID: 124-00-00-015-01**  
 USA RENE & TERRY LYNN RIDDY  
 DIED BOOK 376, PAGE 1  
 DIED BOOK 376, PAGE 1

**PROPOSED 107' VARIABLE WIDTH EASEMENT**  
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 107'248.104'

**107'248.104'**  
 107'248.104'

**107'248.104'**  
 107'248.104'

**SHEET NUMBER (5 OF 8)**  
**B-1.3**

**DATE**  
 11/21/2018

**NAME**  
 JOHN D. GIBSON

**DATE**  
 11/30/18

**NAME**  
 Lisa Renee Riddy

**DATE**  
 11/30/18

**NAME**  
 Kayla Lynn Gibson

**DATE**  
 11/30/18

**NAME**  
 John D. Gibson

**DATE**  
 11/30/18







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**EXHIBIT 11**

**ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

*[INSERT AS APPLICABLE]*

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**EXHIBIT 12**  
**STANDARD ACCESS LETTER**  
[FOLLOWS ON NEXT PAGE]

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{This Letter Goes On Landlord's Letterhead}

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

Building Staff / Security Staff

Landlord Name:

Street Address:

City, State, Zip:

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

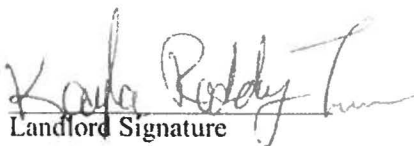
Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access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

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

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

  
Landlord Signature

  
Landlord Signature

  
Landlord Signature

  
Landlord Signature

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**EXHIBIT J**  
**NOTIFICATION LISTING**

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**Cawood – Notice List**

Roddy Lisa Renee & Terry Lynn  
Trustees for Lauren & Kayla  
PO Box 544  
Cawood, KY 40815

Goins Peggy or Michael  
PO Box 461  
Cawood, KY 40815

Middleton Darrell  
PO Box 163  
Cawood, KY 40823

Turner Spencer & Kayla R  
80 Hannah Dr  
Cawood, KY 40815

Middleton Darrell W  
44 Qualls Rd  
Cawood, KY 40815

Roddy Lisa Renee & Terry Lynn  
PO Box 544  
Cawood, KY 40815

Middleton Darrell A  
PO Box 163  
Cawood, KY 40815

Hensley Linda S  
PO Box 8  
Cawood, KY 40815

Hensley Michael T & Billie Michelle  
c/o E KY Network ATT Lynn Haney  
101 Technology Trail  
Ivel, KY 41642

Hensley Michael Todd  
PO Box 604  
Cawood, KY 40815

Weaver Kenneth & Bonnie Weaver  
PO Box 443  
Cawood, KY 40815

Weaver Kenneth  
PO Box 443  
Cawood, KY 40815

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Brite Victoria Sue Trustee  
For Megan & Kenneth Grubbs  
PO Box 624  
Cawood, KY 40815

Grubbs Geneva or Carolyn  
663 Nola St  
Cawood, KY 40815

Grubbs Carl & Geneva & Carolyn  
663 Nola St  
Cawood, KY 40815

Grubs Carl & Geneva  
663 Nola St  
Cawood, KY 40815

Grubbs George  
643 Nola St  
Cawood, KY 40815

Grubbs George  
673 Nola St  
Cawood, KY 40815

Stidham Michelle  
451 Nola St  
Cawood, KY 40815

Lane Clyde & Lorine  
PO Box 257  
Cawood, KY 40815

Middleton Darrell  
PO Box 163  
Cawood, KY 40815

Wilder Larry  
PO Box 845  
Loyall, KY 40854

Nolan Bertha & Arthur Etal  
PO Box 285  
Cawood, KY 40815

Perkins Verden  
PO Box 291  
Cawood, KY 40815

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Peggs Phillip & Jackie  
148 Qualis Rd  
Cawood, KY 40815

Burkhart Walter E  
PO Box 205  
Cawood, KY 40815

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**EXHIBIT K**  
**COPY OF PROPERTY OWNER NOTIFICATION**

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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: Cawood**

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 on Stillhouse Branch in Cawood, Kentucky 40815 (36° 47' 19.32" North latitude, 83° 14' 15.07" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-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 2019-00020 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

**(A1)** PARCEL ID: 124-10-00-092.00  
RODDY LISA RENEE & TERRY LYNN  
TRUSTEES FOR LAUREN & KAYLA  
P O BOX 544  
CAWOOD, KY 40815

**(B1)** PARCEL ID: 124-00-00-015.01  
RODDY LISA RENEE & TERRY LYNN  
P O BOX 544  
CAWOOD, KY 40815

**(C1)** PARCEL ID: 124-10-00-100.00  
MIDDLETON DARRELL A  
P O BOX 163  
CAWOOD, KY 40815

**(D1)** PARCEL ID: 124-10-00-106.00  
HENSLEY LINDA S  
PO BOX 8  
CAWOOD, KY 40815-

**(E1)** PARCEL ID: 124-10-00-109.03  
HENSLEY MICHAEL T & BILLIE MICHELLE  
C/O E KY NETWORK ATT LYNN HANEY  
101 TECHNOLOGY TRAIL  
IVEL, KY 41642

**(F1)** PARCEL ID: 124-10-00-109.01  
HENSLEY MICHAEL TODD  
P O BOX 604  
CAWOOD, KY 40815

**(G1)** GIS PARCEL ID: 110-00-00-006.00 (INCORRECT)  
WEAVER KENNETH & BONNIE WEAVER  
P O BOX 443  
CAWOOD, KY 40815

**(G1)** PARCEL ID: 124-00-00-017.00 (CORRECT)  
HENSLEY MICHAEL TODD  
P O BOX 604  
CAWOOD, KY 40815

**(H1)** PARCEL ID: 123-00-00-045.00  
BRITE VICTORIA SUE TRUSTEE  
FOR MEGAN & KENNETH GRUBBS  
P O BOX 624  
CAWOOD, KY 40815

**(I1)** PARCEL ID: 123-00-00-046.00  
GRUBBS CARL & GENEVA  
663 NOLA ST  
CAWOOD, KY 40815

**(J1)** PARCEL ID: 124-10-00-084.01  
GRUBBS GEORGE  
643 NOLA ST  
CAWOOD, KY 40815

**(K1)** PARCEL ID: 124-10-00-084.00  
GRUBBS GEORGE  
643 NOLA ST  
CAWOOD, KY 40815

**(L1)** PARCEL ID: 124-00-00-089.02  
NO PARCEL INFORMATION  
AVAILABLE ONLINE

**(M1)** PARCEL ID: 124-10-00-089.00  
STIDHAM MICHELLE  
451 NOLA ST  
CAWOOD, KY 40815

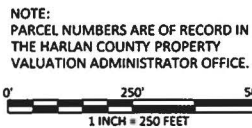
**(N1)** PARCEL ID: 124-10-00-088.00  
LANE CLYDE & LORINE  
P O BOX 257  
CAWOOD, KY 40815

**(O1)** PARCEL ID: 124-10-00-086.00  
MIDDLETON DARRELL  
PO BOX 163  
CAWOOD, KY 40815

**(P1)** PARCEL ID: 124-10-00-093.00  
NOLAN BERTHA & ARTHUR ETAL  
P O BOX 285  
CAWOOD, KY 40815

**(Q1)** PARCEL ID: 124-10-00-095.00  
PERKINS VERDEN  
P O BOX 291  
CAWOOD, KY 40815

**(R1)** PARCEL ID: 124-10-00-096.00  
PEGGS PHILLIP & JACKIE  
148 QUALLS RD  
CAWOOD, KY 40815



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

**GENERAL NOTE:**

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- THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
- NOT FOR RECORDING OR PROPERTY TRANSFER.

**EXISTING BUILDINGS**

- B = BARN
- BLDG = BUILDING
- G = GARAGE
- R = RESIDENCE
- S = SHED

**NOTE:**

- THE HARLAN COUNTY PVA MAP LISTS PARCEL "G1" HAS HAVING A PARCEL ID OF 110-00-00-006.00. THIS PARCEL ID IS DESCRIBED AS ONLY CONTAINING 3.46 ACRES, WHEREAS PARCEL "G1" IS ACTUALLY MUCH LARGER. FIELD WORK DETERMINED THAT THE ACTUAL PARCEL ID FOR "G1" IS 124-00-00-017.00, VERIFIED BY PLOTTING THE DEED LISTED UNDER SAID PARCEL ID.
- PARCEL "S1" AS SHOWN ON THE HARLAN COUNTY PVA MAP AND TRACED HEREON, WAS DETERMINED THROUGH SURVEY FIELD WORK TO BE WITHIN THE BOUNDARY OF PARCEL "A1".

PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502-837-3232

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**



EXHIBIT		
REV.	DATE	DESCRIPTION
A	12.4.18	ISSUED FOR REVIEW
0	1.3.19	OLC COMMENTS
1	1.8.19	OLC COMMENTS

**SITE INFORMATION:**  
**CAWOOD**  
STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY  
**TAX PARCEL NUMBER:**  
124-00-00-015.01  
124-10-00-092.00  
**TAX PARCEL ADDRESS:**  
P.O. BOX 544  
CAWOOD, KY 40815  
**PROPERTY OWNER:**  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815  
**SOURCE OF TITLE:**  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289

**SITE NUMBER:**  
**KYLOG059**  
**POD NUMBER:** 18-27863  
**DRAWN BY:** ADM  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.11.18  
**PLAT DATE:** 12.4.18

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

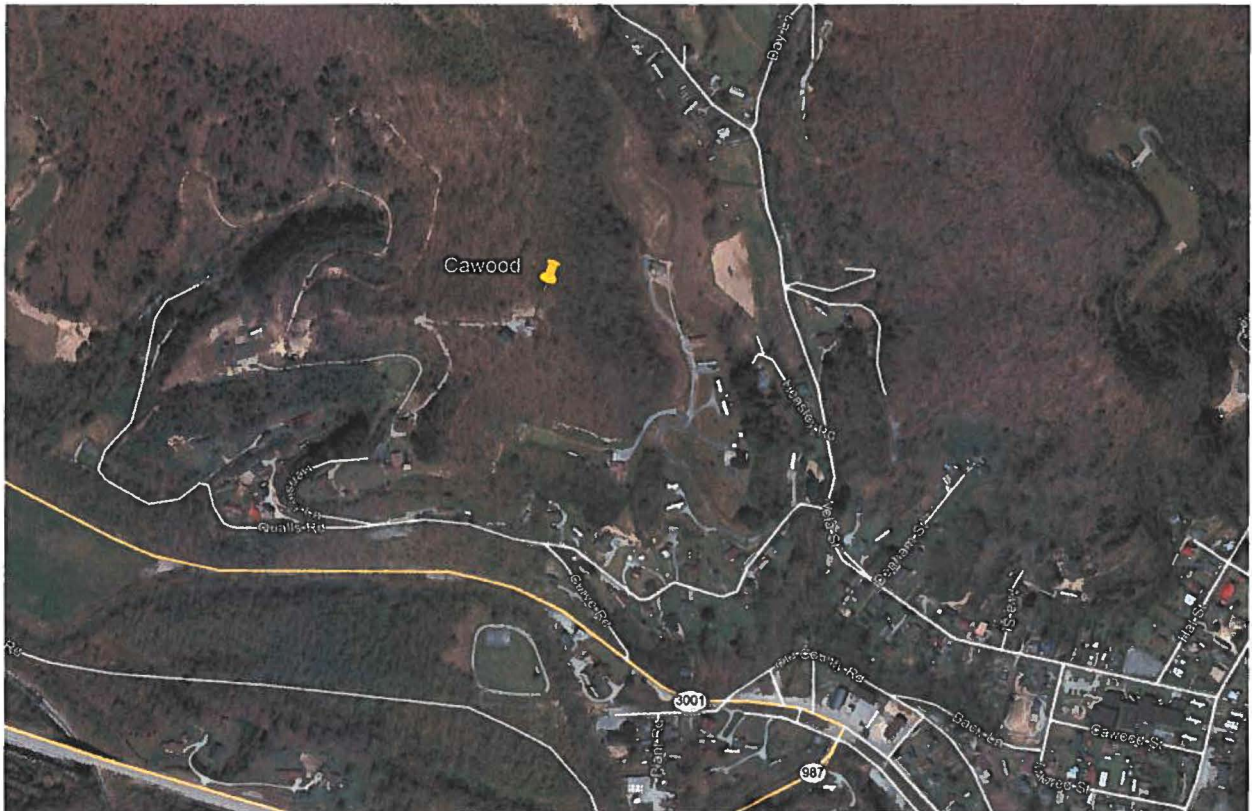
**SHEET NUMBER:** (1 pages)  
**B-2**



**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  
ON THIS SURVEY.  
*Mark Patterson*  
MARK PATTERSON, PLS #2126 DATE 1/9/2019

## **Driving Directions to Proposed Tower Site**

1. Beginning at 210 E. Central Street, Harlan, KY, head west on E. Central Street toward US-421 S and travel approximately 0.2 miles.
2. Turn left onto US-421 S and travel approximately 5.4 miles
3. Turn right onto KY-3001 and travel approximately 3.1 miles.
4. Turn left onto Curve Road and travel approximately 0.1 miles.
5. Turn right onto Qualls Road and travel approximately 0.2 miles.
6. Turn left onto Hannah Drive and travel approximately 0.2 miles.
7. Following a U-shaped curve on Hannah Drive, turn right to reach the point at which the public road meets the proposed access drive.
8. The site coordinates are
  - a. North 36 deg 47 min 19.32 sec
  - b. West 83 deg 14 min 15.07 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 L**  
**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**

---



**VIA CERTIFIED MAIL**

Hon. Dan Mosley  
County Judge Executive  
PO Box 956  
Harlan, KY 40831

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

**RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2019-00020  
Site Name: Cawood**

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 on Stillhouse Branch, Cawood, KY 40815 (36° 47' 19.32" North latitude, 83° 14' 15.07" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-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 2019-00020 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 with any comments or questions you may have.

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosures

**(A1)** PARCEL ID: 124-10-00-092.00  
RODDY LISA RENEE & TERRY LYNN  
TRUSTEES FOR LAUREN & KAYLA  
P O BOX 544  
CAWOOD, KY 40815

**(B1)** PARCEL ID: 124-00-00-015.01  
RODDY LISA RENEE & TERRY LYNN  
P O BOX 544  
CAWOOD, KY 40815

**(C1)** PARCEL ID: 124-10-00-100.00  
MIDDLETON DARRELL A  
P O BOX 163  
CAWOOD, KY 40815

**(D1)** PARCEL ID: 124-10-00-106.00  
HENSLEY LINDA S  
PO BOX 8  
CAWOOD, KY 40815-

**(E1)** PARCEL ID: 124-10-00-109.03  
HENSLEY MICHAEL T & BILLIE MICHELLE  
C/O E KY NETWORK ATT LYNN HANEY  
101 TECHNOLOGY TRAIL  
IVEL, KY 41642

**(F1)** PARCEL ID: 124-10-00-109.01  
HENSLEY MICHAEL TODD  
P O BOX 604  
CAWOOD, KY 40815

**(G1)** GIS PARCEL ID: 110-00-00-006.00 (INCORRECT)  
WEAVER KENNETH & BONNIE WEAVER  
P O BOX 443  
CAWOOD, KY 40815

**(G1)** PARCEL ID: 124-00-00-017.00 (CORRECT)  
HENSLEY MICHAEL TODD  
P O BOX 604  
CAWOOD, KY 40815

**(H1)** PARCEL ID: 123-00-00-045.00  
BRITE VICTORIA SUE TRUSTEE  
FOR MEGAN & KENNETH GRUBBS  
P O BOX 624  
CAWOOD, KY 40815

**(I1)** PARCEL ID: 123-00-00-046.00  
GRUBBS CARL & GENEVA  
663 NOLA ST  
CAWOOD, KY 40815

**(J1)** PARCEL ID: 124-10-00-084.01  
GRUBBS GEORGE  
643 NOLA ST  
CAWOOD, KY 40815

**(K1)** PARCEL ID: 124-10-00-084.00  
GRUBBS GEORGE  
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CAWOOD, KY 40815

**(L1)** PARCEL ID: 124-00-00-089.02  
NO PARCEL INFORMATION  
AVAILABLE ONLINE

**(M1)** PARCEL ID: 124-10-00-089.00  
STIDHAM MICHELLE  
451 NOLA ST  
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**(N1)** PARCEL ID: 124-10-00-088.00  
LANE CLYDE & LORINE  
P O BOX 257  
CAWOOD, KY 40815

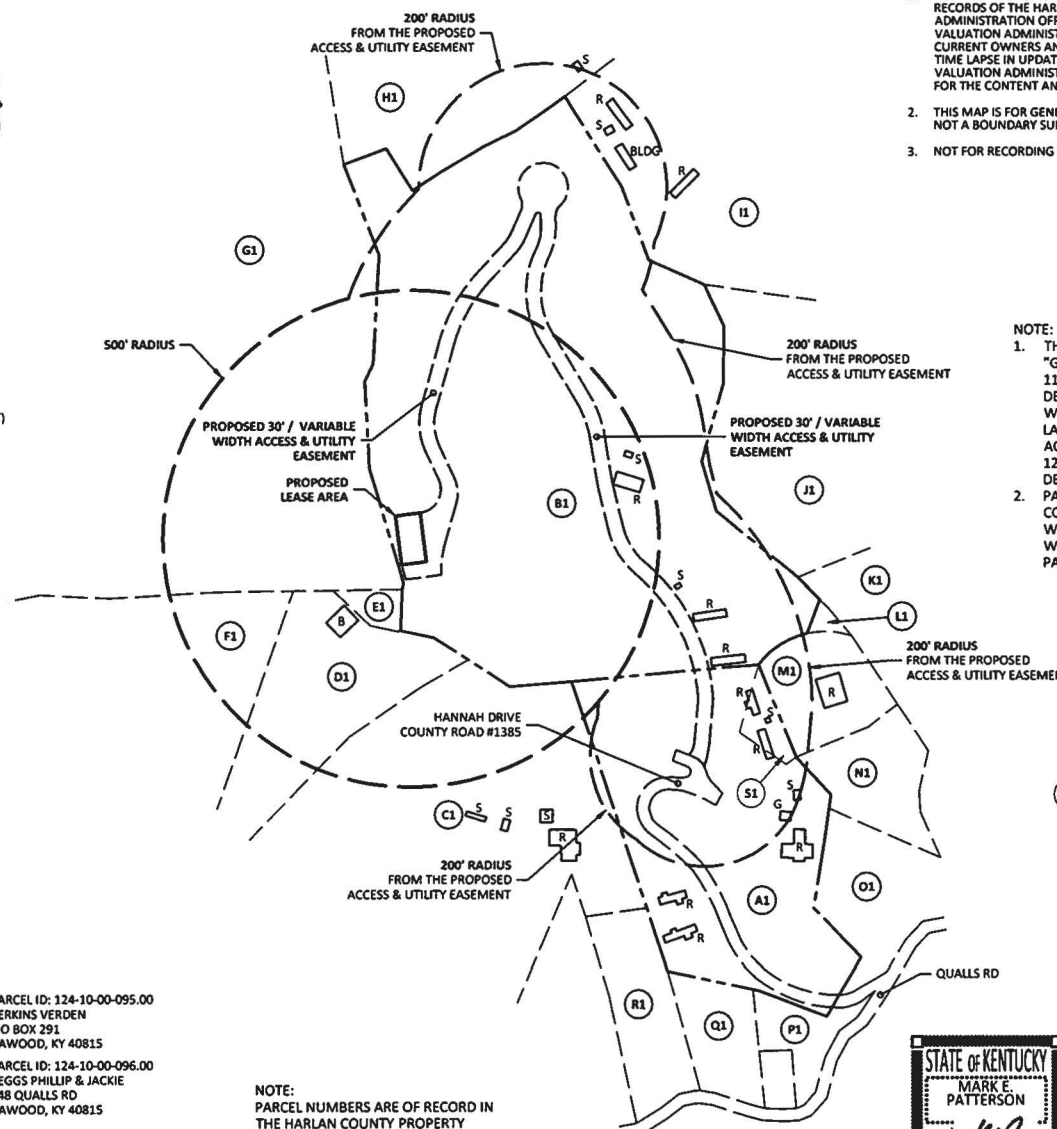
**(O1)** PARCEL ID: 124-10-00-086.00  
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**(P1)** PARCEL ID: 124-10-00-093.00  
NOLAN BERTHA & ARTHUR ETAL  
P O BOX 285  
CAWOOD, KY 40815

**(Q1)** PARCEL ID: 124-10-00-095.00  
PERKINS VERDEN  
P O BOX 291  
CAWOOD, KY 40815

**(R1)** PARCEL ID: 124-10-00-096.00  
PEGGS PHILLIP & JACKIE  
148 QUALLS RD  
CAWOOD, KY 40815

NOTE:  
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**(S1)** PARCEL ID: 124-10-00-089.01  
MIDDLETON DARRELL A  
P O BOX 163  
CAWOOD, KY 40815



**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*  
DATE: 1/9/2019



**EXHIBIT**

REV.	DATE	DESCRIPTION
A	12.4.18	ISSUED FOR REVIEW
0	1.3.19	OLC COMMENTS
1	1.8.19	OLC COMMENTS

**SITE INFORMATION:**  
CAWOOD  
STILLHOUSE BRANCH  
CAWOOD, KY 40815  
HARLAN COUNTY  
TAX PARCEL NUMBER:  
124-00-00-015.01  
124-10-00-092.00  
TAX PARCEL ADDRESS:  
P.O. BOX 544  
CAWOOD, KY 40815  
PROPERTY OWNER:  
LISA RENEE & TERRY LYNN RODDY  
P.O. BOX 544  
CAWOOD, KY 40815  
SOURCE OF TITLE:  
BOOK 324, PAGE 1  
BOOK 330, PAGE 541  
BOOK 321, PAGE 289  
SITE NUMBER:  
KYLG059

POD NUMBER: 18-27863  
DRAWN BY: ADM  
CHECKED BY: MEP  
SURVEY DATE: 10.11.18  
PLAT DATE: 12.4.18

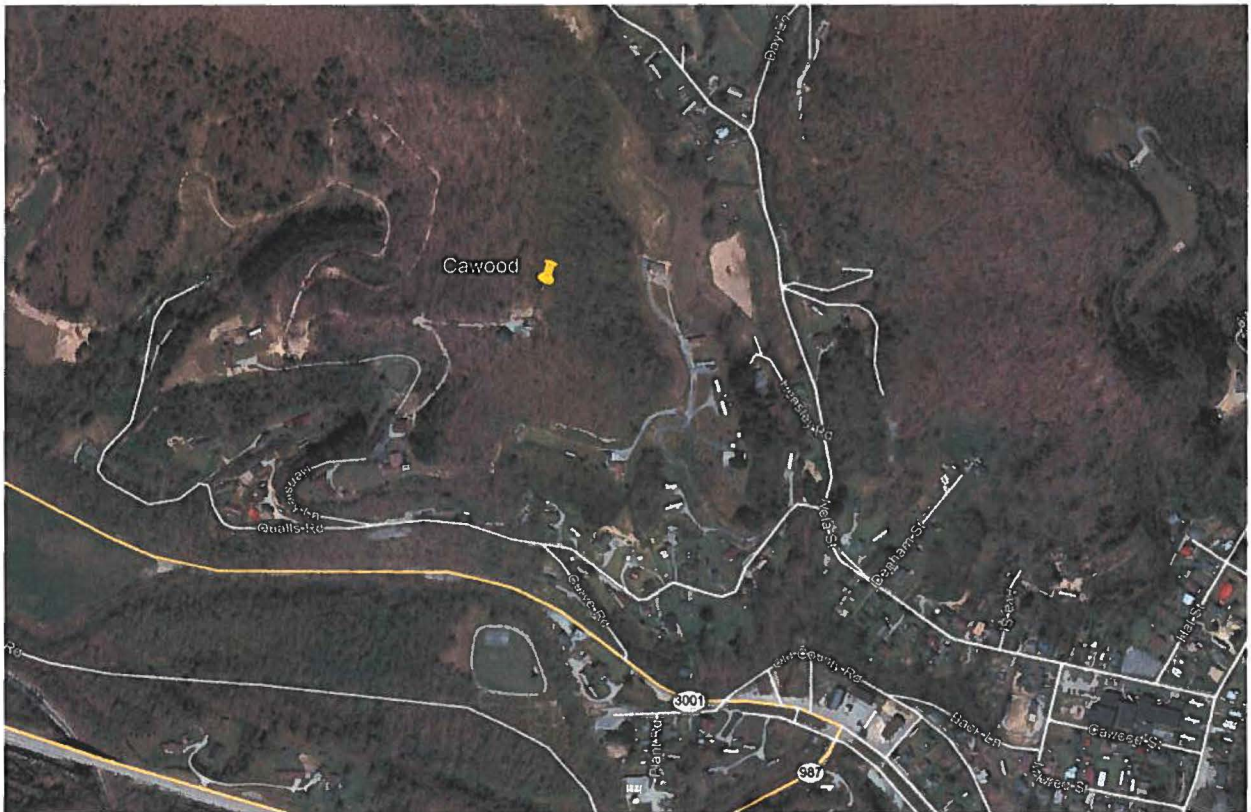
SHEET TITLE:  
**500' RADIUS AND  
ABUTTERS MAP**

SHEET NUMBER: (1 pages)  
**B-2**



## **Driving Directions to Proposed Tower Site**

1. Beginning at 210 E. Central Street, Harlan, KY, head west on E. Central Street toward US-421 S and travel approximately 0.2 miles.
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8. The site coordinates are
  - a. North 36 deg 47 min 19.32 sec
  - b. West 83 deg 14 min 15.07 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 M  
COPY OF POSTED NOTICES  
AND NEWSPAPER NOTICE ADVERTISEMENT**

---

**SITE NAME: CAWOOD**  
**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 2019-00020 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 2019-00020 in your correspondence.

**VIA TELEFAX: 606-573-0042**

Harlan Daily Enterprise  
PO Box 1155  
Harlan, KY 40831

RE: Legal Notice Advertisement  
Site Name: Cawood

Dear Harlan Daily Enterprise:

Please publish the following legal notice advertisement in the next edition of *The Harlan Daily Enterprise*:

**NOTICE**

**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 on Stillhouse Branch in Cawood, Kentucky 40815 (36°47'19.32" North latitude, 83°14'15.07" West longitude). 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 2019-00020 in any correspondence sent in connection with this matter.**

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**

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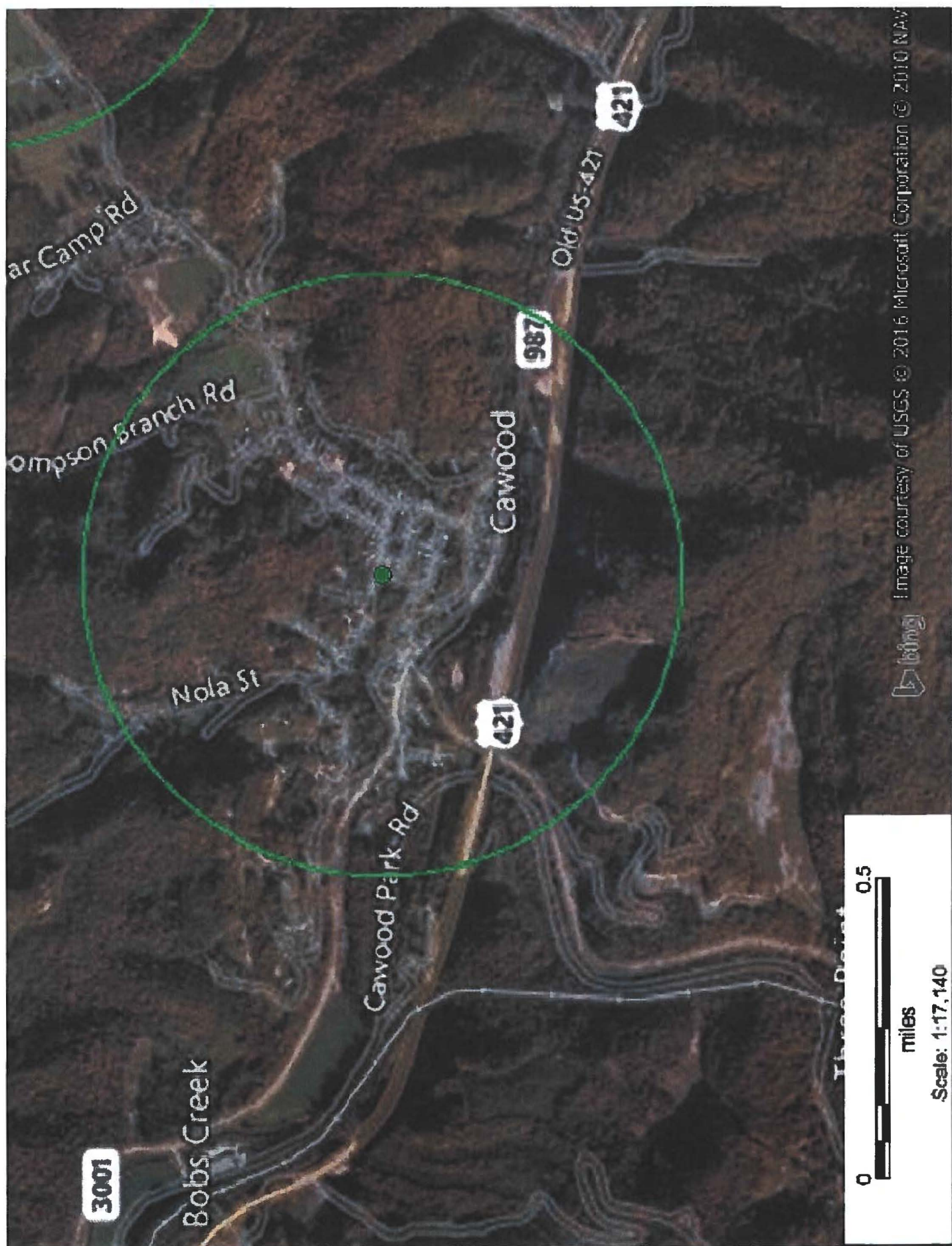


Image courtesy of USGS © 2016 Microsoft Corporation © 2010 NAV



0 0.5  
miles  
Scale: 1:17,140

### Cawood Search Area

Lat: 36.784658  
Lon: -83.230578