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**PUBLIC SERVICE
COMMISSION**

**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.: 2019-00039
CONVENIENCE AND NECESSITY TO CONSTRUCT)	
A WIRELESS COMMUNICATIONS FACILITY)	
IN THE COMMONWEALTH OF KENTUCKY)	
IN THE COUNTY OF WHITLEY)	

SITE NAME: SMITH HOLLOW

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

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

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

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

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

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

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

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

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

6. To address the above-described service needs, Applicant proposes to construct a WCF at W. Kentucky Highway 92, Williamsburg, Kentucky 40769 (36°40'22.81" North latitude, 84°16'33.88" 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 Paul and Delores Rowe pursuant to a Deeds recorded at Deed Book 361, Page 277 and Deed Book 417, Page 227 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 270-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

8. The site development plan and a vertical profile sketch of the WCF signed and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included

as part of **Exhibit B**.

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

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

11. A copy of the Application for a Determination of No Hazard to Air Navigation filed with the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.

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

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

14. Clear directions to the proposed WCF site from the County seat are attached

as **Exhibit H**. The name and telephone number of the preparer of **Exhibit H** are included as part of this exhibit.

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

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

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

18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the 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

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

Respectfully submitted,



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

LIST OF EXHIBITS

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

EXHIBIT A
FCC LICENSE DOCUMENTATION

REFERENCE COPY

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 08-30-2011	Effective Date 08-31-2018	Expiration Date 10-01-2021	Five Yr Build-Out Date	Print Date
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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: CECIL J MATHEW
NEW CINGULAR WIRELESS PCS, LLC
208 S AKARD ST., RM 1015
DALLAS, TX 75202

Table with Call Sign (WPOI255), File Number, and Radio Service (CW - PCS Broadband).

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

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

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Table with Call Sign (WQGA824), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003291192

Table with columns: 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.

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: WQGA824

File Number:

Print Date:

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

REFERENCE COPY

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

Conditions:

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

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:

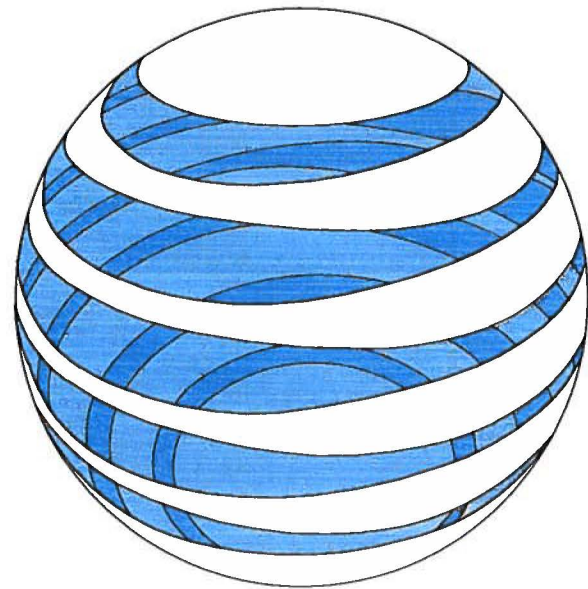
Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



at&t

SITE NAME:
SMITH HOLLOW

SITE NUMBER:
KYL06072

PROPOSED RAW LAND SITE WITH 255' SELF-SUPPORT TOWER W/ 15' 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
SURVEY:	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-1.4	SITE SURVEY
B-1.5	SITE SURVEY
B-1.6	SITE SURVEY
B-1.7	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
CIVIL:	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
FIRE DEPARTMENT WILLIAMSBURG FIRE DEPARTMENT PHONE: (606) 549-6037	
POLICE DEPARTMENT WHITLEY COUNTY SHERIFF DEPARTMENT PHONE: (606) 549-6006	
ELECTRIC COMPANY CUMBERLAND VALLEY ELECTRIC PHONE: (606) 528-2677	
TELEPHONE COMPANY AT&T PHONE: (606) 523-1888	

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
 16,308
 PROFESSIONAL ENGINEER
 EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	12.14.18	ISSUED FOR REVIEW

SITE INFORMATION:
SMITH HOLLOW
 W KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

SITE NUMBER:
KYL06072

POD NUMBER: 18-28562

DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 12.14.18

SHEET TITLE:
TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:
T-1

VICINITY MAP SCALE: NONE

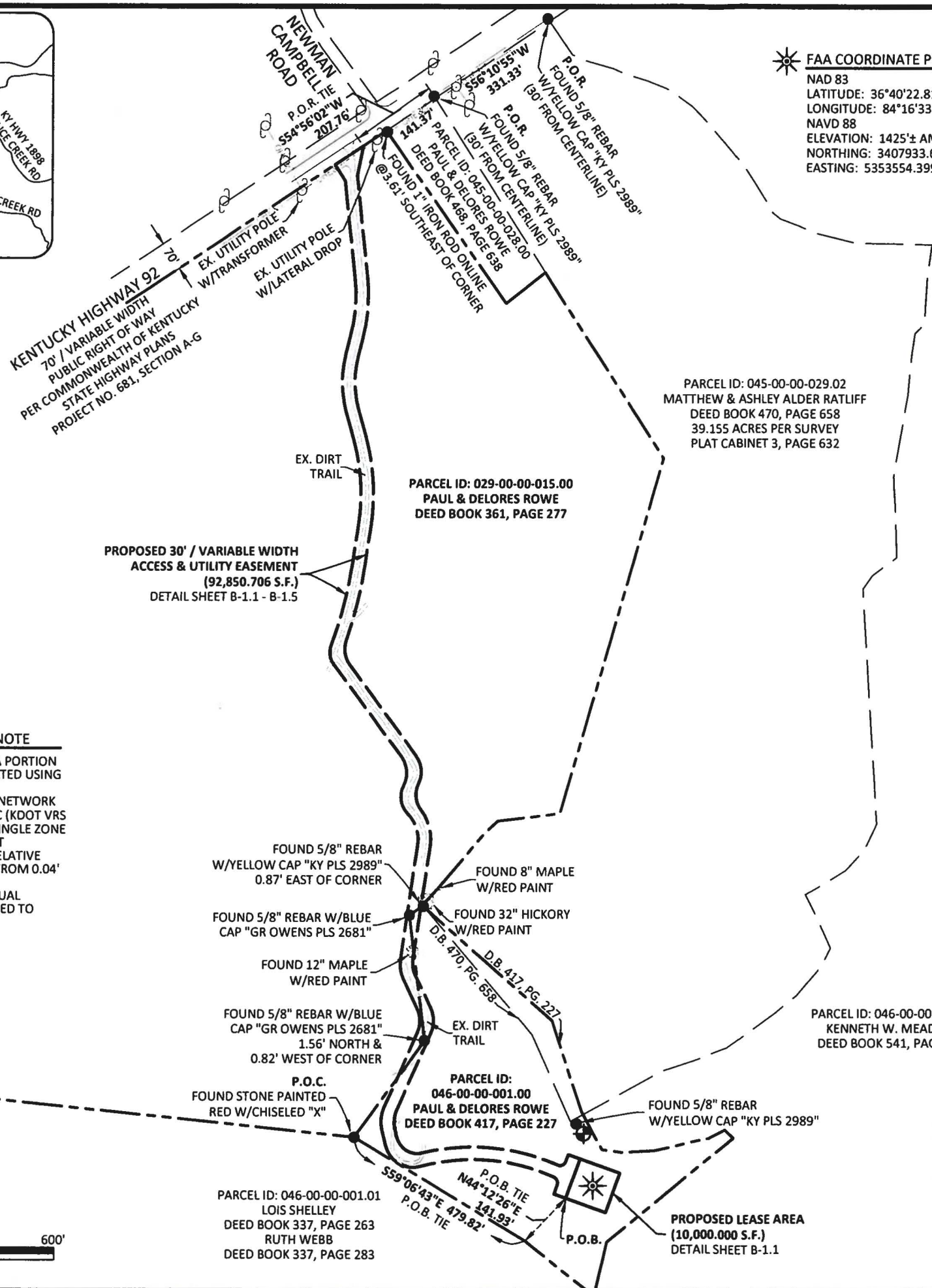
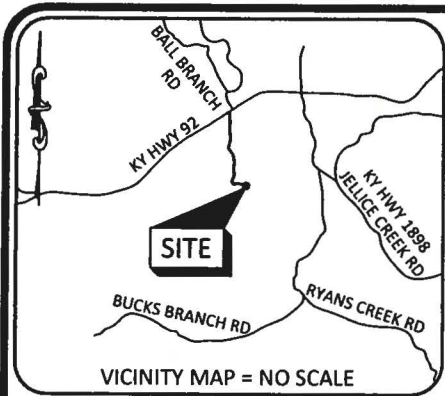
DRIVE DIRECTIONS	
FROM WHITLEY COUNTY CLERK, 200 MAIN STREET, WILLIAMSBURG, KY, 40769:	
HEAD SOUTHWEST ON MAIN ST TOWARD N 3RD ST	0.1 MILES
CONTINUE STRAIGHT ONTO STATE HWY 296/MAIN ST	1.7 MILES
TURN RIGHT ONTO KY-92 W	7.3 MILES
TURN LEFT ONTO JELICO CREEK RD	0.5 MILES
ARRIVE AT SITE, ON THE RIGHT	

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:	WHITLEY
SITE ADDRESS:	W KENTUCKY HIGHWAY 92 WILLIAMSBURG, KY 40769
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° 40' 22.81"
LONGITUDE:	84° 16' 33.88"

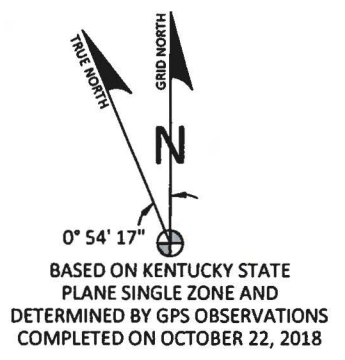
Kentucky 811
 Know what's below. Call before you dig.
 Call Monday thru Friday - 7 am. to 6 pm
1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

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



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 36°40'22.81"
 LONGITUDE: 84°16'33.88"
 NAVD 88
 ELEVATION: 1425'± AMSL
 NORTHING: 3407933.616
 EASTING: 5353554.399

TEMPORARY BENCHMARK
 NORTHING: 3408081.801
 EASTING: 5353514.555
 ELEVATION: 1423.67'
 LOCATION: A FOUND 5/8" REBAR
 W/YELLOW CAP "KY PLS 2989"
 N06°45'W 84.7'± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.



GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENTS 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 0.09', FOR A PRECISION OF 1:53,077 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 EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0200E, DATED MARCH 16, 2015.

LEGEND

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

LAND SURVEYOR'S CERTIFICATE

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



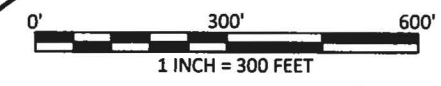
Mark Patterson 12/26/2018
 MARK PATTERSON, PLS #3136 DATE

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 0.04' TO 0.08' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



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

PREPARED FOR:

PREPARED FOR:

SITE SURVEY

REV.	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:
SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28563

DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

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

SHEET NUMBER: (8 pages)
B-1

SHEET B-1.2
MATCH LINE

PARCEL ID: 029-00-00-015.00
PAUL & DELORES ROWE
DEED BOOK 361, PAGE 277

FOUND 5/8" REBAR W/BLUE
CAP "GR OWENS PLS 2681"
1.56' NORTH &
0.82' WEST OF CORNER

PARCEL ID: 046-00-00-001.00
PAUL & DELORES ROWE
DEED BOOK 417, PAGE 227

FAA COORDINATE POINT
NAD 83
LATITUDE: 36°40'22.81"
LONGITUDE: 84°16'33.88"
NAVD 88
ELEVATION: 1425'± AMSL
NORTHING: 3407933.616
EASTING: 5353554.399

TEMPORARY BENCHMARK
NORTHING: 3408081.801
EASTING: 5353514.555
ELEVATION: 1423.67'
LOCATION: A FOUND 5/8" REBAR
W/YELLOW CAP "KY PLS 2989"
N06°45'W 84.7'± FROM THE
NORTHWEST CORNER OF THE
PROPOSED LEASE AREA.

0° 54' 17"
TRUE NORTH
GRID NORTH
BASED ON KENTUCKY STATE
PLANE SINGLE ZONE AND
DETERMINED BY GPS OBSERVATIONS
COMPLETED ON OCTOBER 22, 2018

PARCEL ID: 045-00-00-029.02
MATTHEW & ASHLEY ALDER RATLIFF
DEED BOOK 470, PAGE 658
39.155 ACRES PER SURVEY
PLAT CABINET 3, PAGE 632

GLOBAL POSITIONING SYSTEMS NOTE

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SITE SURVEY

REV.	DATE	DESCRIPTION
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046-00-00-001.00

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SOURCE OF TITLE:
DEED BOOK 361, PAGE 277
DEED BOOK 417, PAGE 227

SITE NUMBER:
KYL06072

POD NUMBER: 18-28563
DRAWN BY: DAP
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SURVEY DATE: 10.19.18
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SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER: (8 pages)
B-1.1

N05°04'56"E
CH=48.53'
R=75.00'

N59°32'48"W
CH=93.12'
R=65.00'

N13°47'41"W
CH=41.11'

N23°57'39"E 197.32'

S23°57'39"W 202.09'

S05°04'56"W
CH=42.06'
R=65.00'

S58°45'58"E
CH=70.67'
R=50.00'

N59°32'48"W
CH=93.12'
R=65.00'

N23°01'11"W
CH=20.47'
R=15.00'

N20°00'00"E
CH=22.80'

N70°00'00"W
CH=30.00'

N85°40'06"W
CH=325.84'
R=485.00'

S85°06'44"E
CH=328.93'
R=515.00'

N66°45'20"E
CH=21.85'
R=15.00'

N20°00'00"E
CH=17.08'

S70°00'00"E
CH=30.00'

S06°45'16"E
CH=84.69'

N20°00'00"E
CH=100.00'

N70°00'00"W
CH=100.00'

N44°12'26"E
CH=141.93'

PARCEL ID: 046-00-00-001.01
LOIS SHELLEY
DEED BOOK 337, PAGE 263
RUTH WEBB
DEED BOOK 337, PAGE 283

PROPOSED 30' / VARIABLE WIDTH
ACCESS & UTILITY EASEMENT
(92,850.706 S.F.)

PROPOSED LEASE AREA
(10,000.000 S.F.)

PARCEL ID: 046-00-00-011.00
KENNETH W. MEADORS
DEED BOOK 541, PAGE 588

GENERAL NOTES

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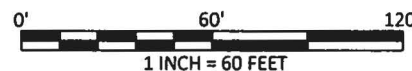
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Know what's below.
Call before you dig.
Call Monday thru Friday 7 am. to 6 pm.
1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



LEGEND

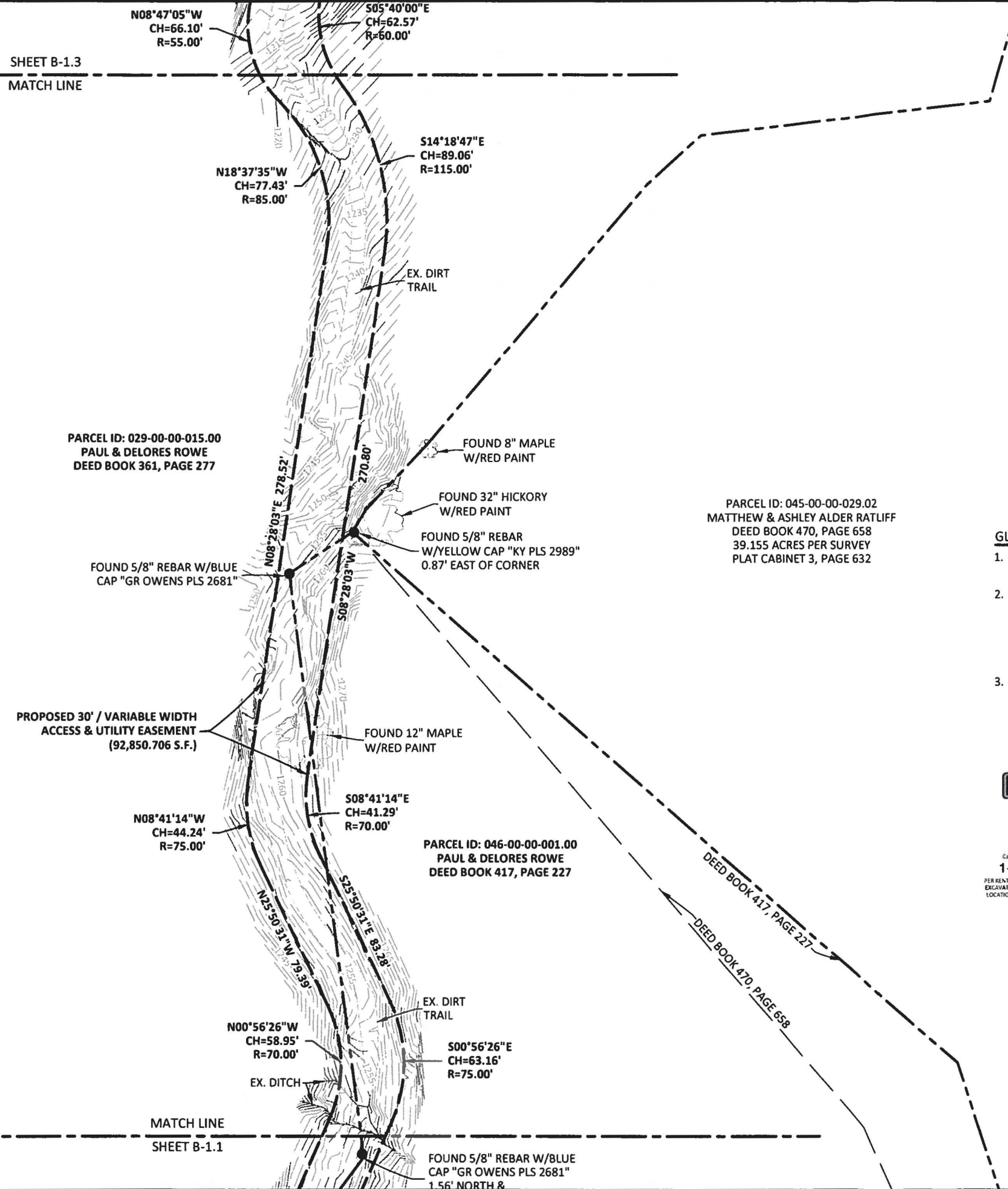
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE



LAND SURVEYOR'S CERTIFICATE

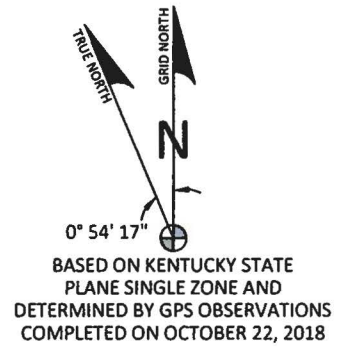
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Mark Patterson
MARK PATTERSON, PLS #3136
12/26/2018
DATE



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 36°40'22.81"
 LONGITUDE: 84°16'33.88"
 NAVD 88
 ELEVATION: 1425± AMSL
 NORTHING: 3407933.616
 EASTING: 5353554.399

TEMPORARY BENCHMARK
 NORTHING: 3408081.801
 EASTING: 5353514.555
 ELEVATION: 1423.67'
 LOCATION: A FOUND 5/8" REBAR
 W/YELLOW CAP "KY PLS 2989"
 N06°45'W 84.7± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.



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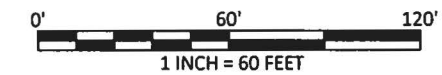
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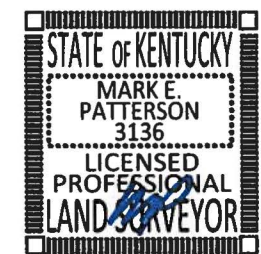
LEGEND

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



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Mark Patterson
 MARK PATTERSON, PLS #3136
 12/26/2018
 DATE

PREPARED BY:

 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:

PREPARED FOR:

SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY
 TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00
 PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28563
 DRAWN BY: DAP
 CHECKED BY: MEP
 SURVEY DATE: 10.19.18
 PLAT DATE: 10.31.18

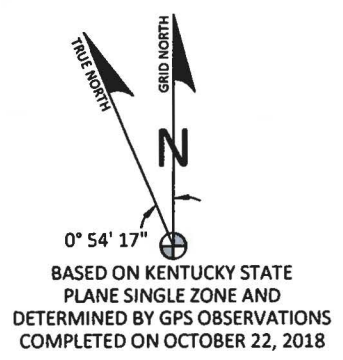
SHEET TITLE:
SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (8 pages)
B-1.2

SHEET B-1.4
MATCH LINE

☀️ **FAA COORDINATE POINT**
NAD 83
LATITUDE: 36°40'22.81"
LONGITUDE: 84°16'33.88"
NAVD 88
ELEVATION: 1425'± AMSL
NORTHING: 3407933.616
EASTING: 535354.399

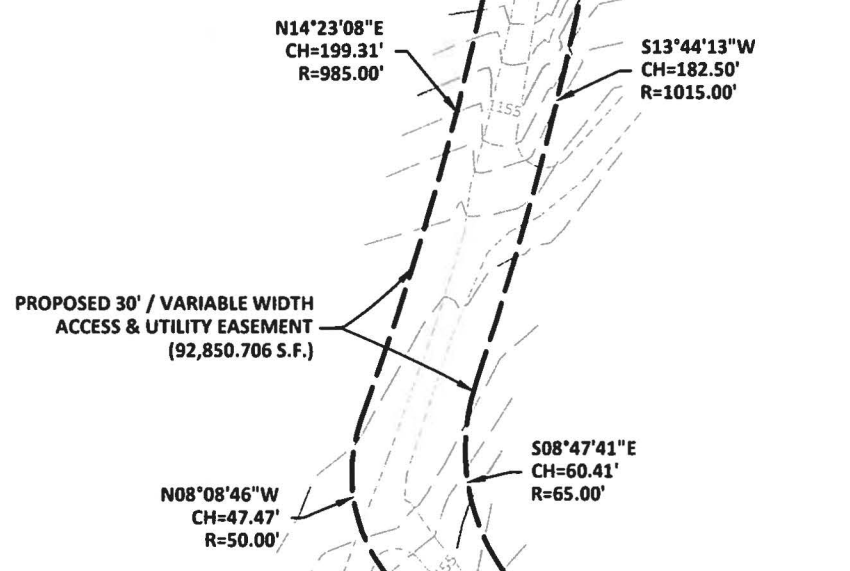
⚓ **TEMPORARY BENCHMARK**
NORTHING: 3408081.801
EASTING: 5353514.555
ELEVATION: 1423.67'
LOCATION: A FOUND 5/8" REBAR
W/YELLOW CAP "KY PLS 2989"
N06°45'W 84.7'± FROM THE
NORTHWEST CORNER OF THE
PROPOSED LEASE AREA.



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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t



PARCEL ID: 029-00-00-015.00
PAUL & DELORES ROWE
DEED BOOK 361, PAGE 277

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PAUL & DELORES ROWE
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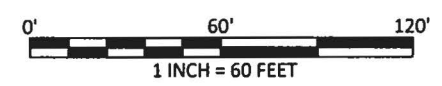
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Mark Patterson 12/26/2018
MARK PATTERSON, PLS #3136 DATE

SITE SURVEY

REV.	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
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SITE INFORMATION:
SMITH HOLLOW
PAUL & DELORES ROWE
W. KENTUCKY HIGHWAY 92
WILLIAMSBURG, KY 40769
WHITLEY COUNTY

TAX PARCEL NUMBER:
029-00-00-015.00
046-00-00-001.00

PROPERTY OWNER:
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9589 W. HIGHWAY 92
WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
DEED BOOK 361, PAGE 277
DEED BOOK 417, PAGE 227

SITE NUMBER:
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POD NUMBER: 18-28563
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SHEET TITLE:
SITE SURVEY
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SHEET NUMBER: (8 pages)
B-1.3



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

MATCH LINE

SHEET B-1.2

SHEET B-1.5

MATCH LINE

PROPOSED 30' / VARIABLE WIDTH
ACCESS & UTILITY EASEMENT
(92,850.706 S.F.)

N00°26'59"W
CH=135.61'
R=265.00'

S00°26'59"E
CH=120.26'
R=235.00'

N03°20'52"W
CH=200.46'
R=485.00'

S03°20'52"E
CH=212.86'
R=515.00'

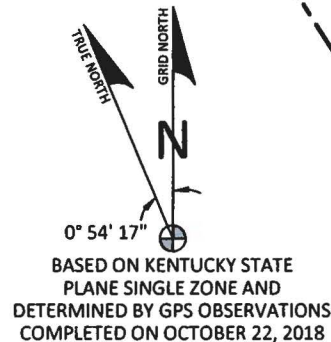
EX. DIRT
TRAIL

PARCEL ID: 029-00-00-015.00
PAUL & DELORES ROWE
DEED BOOK 361, PAGE 277

PARCEL ID: 029-00-00-015.00
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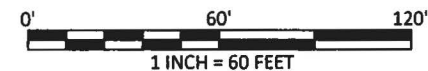
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LEGEND

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- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
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- FOUND MONUMENT AS NOTED
- — — PROPERTY LINE
- · — · — ADJACENT PROPERTY LINE



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Mark Patterson 12/26/2018
MARK PATTERSON, PLS #3136 DATE

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MATCH LINE

SHEET B-1.3

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



SITE SURVEY

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KYL06072

POD NUMBER: 18-28563

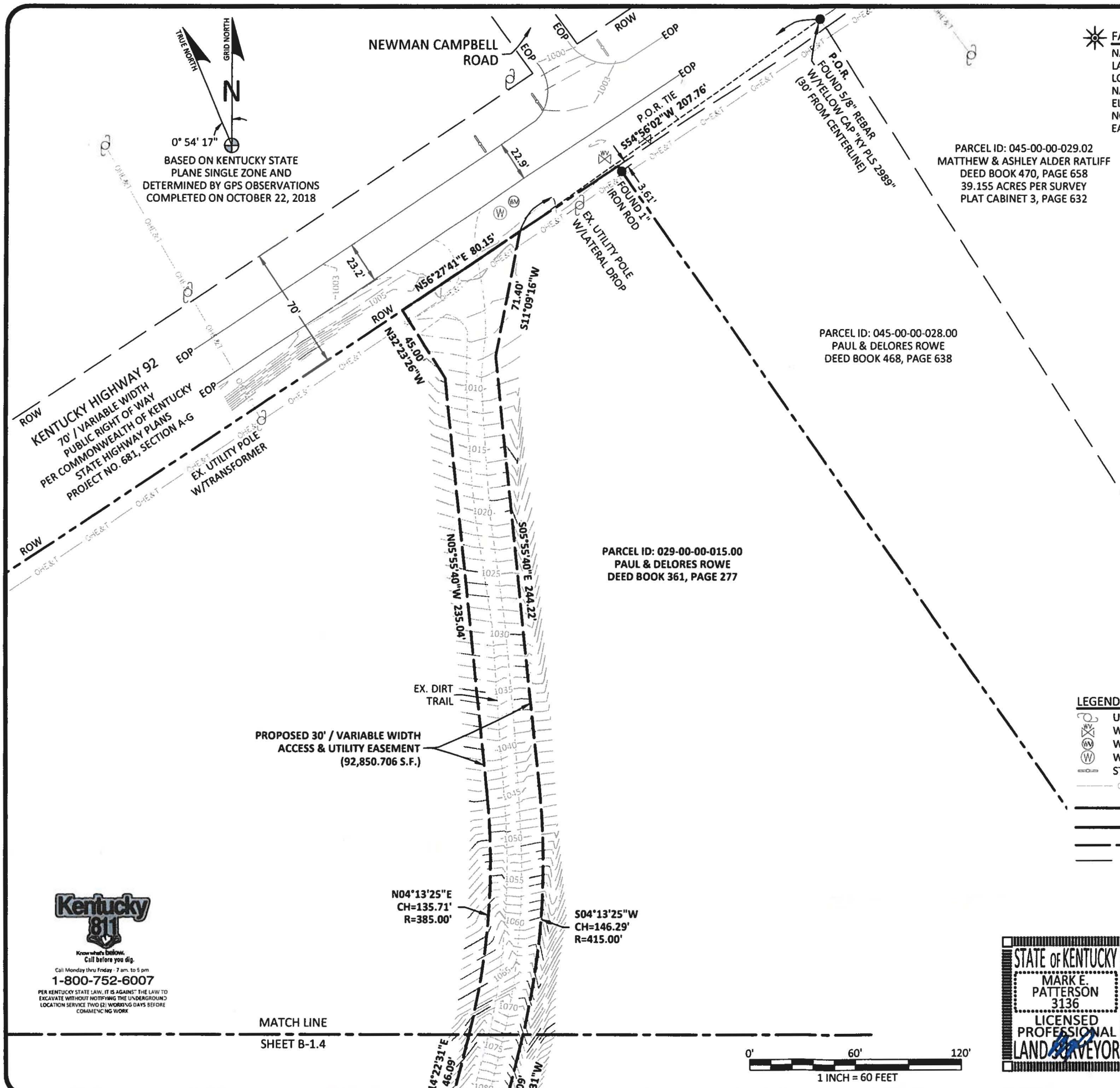
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

SHEET TITLE:

SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER: (8 pages)

B-1.4



0° 54' 17"
 TRUE NORTH
 GRID NORTH
 BASED ON KENTUCKY STATE
 PLANE SINGLE ZONE AND
 DETERMINED BY GPS OBSERVATIONS
 COMPLETED ON OCTOBER 22, 2018

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 36°40'22.81"
 LONGITUDE: 84°16'33.88"
 NAVD 88
 ELEVATION: 1425± AMSL
 NORTHING: 3407933.616
 EASTING: 5353554.399

TEMPORARY BENCHMARK
 NORTHING: 3408081.801
 EASTING: 5353514.555
 ELEVATION: 1423.67'
 LOCATION: A FOUND 5/8" REBAR
 W/YELLOW CAP "KY PLS 2989"
 N06°45'W 84.7± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.

PARCEL ID: 045-00-00-029.02
 MATTHEW & ASHLEY ALDER RATLIFF
 DEED BOOK 470, PAGE 658
 39.155 ACRES PER SURVEY
 PLAT CABINET 3, PAGE 632

PARCEL ID: 045-00-00-028.00
 PAUL & DELORES ROWE
 DEED BOOK 468, PAGE 638

PARCEL ID: 029-00-00-015.00
 PAUL & DELORES ROWE
 DEED BOOK 361, PAGE 277

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 EASEMENTS 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 0.09', FOR A PRECISION OF 1:53,077 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 EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0200E, 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 0.04' TO 0.08' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

LEGEND

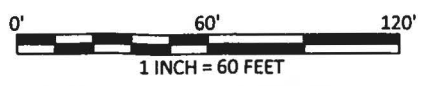
	UTILITY POLE		P.O.C. POINT OF COMMENCEMENT
	WATER VALVE		P.O.R. POINT OF REFERENCE
	WATER METER		P.O.B. POINT OF BEGINNING
	WATER MANHOLE		ROW RIGHT OF WAY
	STREET SIGN		EOP EDGE OF PAVEMENT
	EX. OVERHEAD ELECTRIC & TELEPHONE		SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
	PROPERTY LINE		FOUND MONUMENT AS NOTED
	ADJACENT PROPERTY LINE		

LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson 12/26/2018
 MARK PATTERSON, PLS #3136 DATE



MATCH LINE
 SHEET B-1.4

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	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28563
 DRAWN BY: DAP
 CHECKED BY: MEP
 SURVEY DATE: 10.19.18
 PLAT DATE: 10.31.18

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

SHEET NUMBER: (8 pages)
 B-1.5

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY AS DESCRIBED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00, 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 22, 2018.

COMMENCING AT A FOUND STONE, PAINTED RED WITH A CHISELED "X" AT THE SOUTHWESTERN MOST CORNER OF THE PARCEL CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00 AND BEING A COMMON CORNER TO THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 361, PAGE 277, PARCEL ID: 029-00-00-015.00; THENCE WITH THE SOUTH LINE OF SAID ROWE, DEED BOOK 417, PAGE 227, 559°06'43"E 479.82'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF SAID ROWE, DEED BOOK 417, PAGE 227, N44°12'26"E 141.93' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE N20°00'00"E 100.00' TO A SET IPC, FOR REFERENCE, SAID IPC IS S06°45'16"E 84.69' FROM A FOUND 5/8" REBAR WITH A YELLOW CAP STAMPED "KY PLS 2989"; THENCE S70°00'00"E 100.00' TO A SET IPC; THENCE S20°00'00"W 100.00' TO A SET IPC; THENCE N70°00'00"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 22, 2018.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY AS DESCRIBED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00 AND DEED BOOK 361, PAGE 277, PARCEL ID: 029-00-00-015.00, 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 22, 2018.

COMMENCING AT A FOUND STONE, PAINTED RED WITH A CHISELED "X" AT THE SOUTHWESTERN MOST CORNER OF THE PARCEL CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00 AND BEING A COMMON CORNER TO THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 361, PAGE 277, PARCEL ID: 029-00-00-015.00; THENCE WITH THE SOUTH LINE OF SAID ROWE, DEED BOOK 417, PAGE 227, 559°06'43"E 479.82'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF SAID ROWE, DEED BOOK 417, PAGE 227, N44°12'26"E 141.93' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA, N70°00'00"W 30.00'; THENCE N20°00'00"E 22.80'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N23°01'11"W 20.47'; THENCE WITH THE CHORD OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 485.00', N85°40'06"W 325.84'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N59°32'48"W 93.12'; THENCE N13°47'47"W 44.11'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', N05°04'56"E 48.53'; THENCE N23°57'39"E 197.32', CROSSING OVER ON THE PROPERTY OF ROWE, DEED BOOK 361, PAGE 277; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00', N00°56'26"W 58.95'; THENCE N25°50'31"W 79.39'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', N08°41'14"W 44.24'; THENCE N08°28'03"E 278.52'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N18°37'35"W 77.43'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 55.00', N08°47'05"W 66.10'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 65.00', N04°10'02"W 69.50'; THENCE N36°29'05"W 272.26'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00', N08°08'46"W 47.47'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 985.00', N14°23'08"E 199.31'; THENCE N08°34'44"E 95.50'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 485.00', N03°20'52"W 200.46'; THENCE N15°16'28"W 71.38'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N00°26'59"W 135.61'; THENCE N14°22'31"E 46.09'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 385.00', N04°13'25"E 135.71'; THENCE N05°55'40"W 235.04'; THENCE N32°23'26"W 45.00' TO THE SOUTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 92 AND THE NORTH BOUNDARY LINE OF ROWE, DEED BOOK 361, PAGE 277; THENCE ALONG SAID COMMON LINE, N56°27'41"E 80.15', FOR REFERENCE SAID POINT BEING S54°56'02"W 207.76' FROM A FOUND 5/8" REBAR WITH A YELLOW CAP STAMPED "KY PLS 2989", BEING 30' FROM THE CENTERLINE OF SAID ROAD AND BEING THE COMMON CORNER TO THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 468, PAGE 638 AND CORNER TO THE PROPERTY CONVEYED TO MATTHEW & ASHLEY ALDER RATLIFF AS RECORDED IN DEED BOOK 470, PAGE 658; THENCE LEAVING SAID RIGHT OF WAY AND CONTINUING ON THE PROPERTY OF SAID ROWE, DEED BOOK 361, PAGE 277, S11°09'16"W 71.40'; THENCE S05°55'40"E 244.22'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 415.00', S04°13'25"E 146.29'; THENCE S14°22'31"W 46.09'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S00°26'59"E 120.26'; THENCE S15°16'28"E 71.38'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 515.00', S03°20'52"E 212.86'; THENCE S08°34'44"W 95.50'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1015.00', S13°44'13"W 182.50'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 65.00', S08°47'41"E 60.41'; THENCE S36°29'05"E 266.74'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S05°21'44"E 67.19'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00', S05°40'00"E 62.57'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S14°18'47"E 89.06'; THENCE S08°28'03"W 270.80'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00', S08°41'14"E 41.29'; THENCE S25°50'31"E 83.28', CROSSING ONTO THE PROPERTY OF SAID ROWE, DEED BOOK 417, PAGE 227; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S00°56'26"E 63.16'; THENCE S23°57'39"W 202.09'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00', S05°04'56"W 42.06'; THENCE S13°47'47"E 22.08'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', S58°45'58"E 70.67'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 515.00', S85°06'44"E 328.93'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N66°45'20"E 21.85'; THENCE N20°00'00"E 17.08'; THENCE S70°00'00"E 30.00' TO A SET IPC IN THE NORTHWEST CORNER OF SAID LEASE AREA, FOR REFERENCE SAID POINT BEING S06°45'16"E 84.69' FROM A FOUND 5/8" REBAR WITH A YELLOW CAP STAMPED "KY PLS 2989"; THENCE WITH SAID LEASE AREA, S20°00'00"W 100.00' TO THE POINT OF BEGINNING CONTAINING 92,850.706 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 22, 2018.

PREPARED BY:

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

PREPARED FOR:


PREPARED FOR:


SITE SURVEY

REV.	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28563

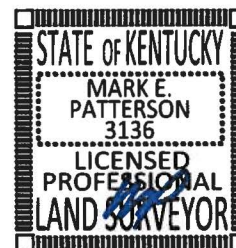
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

SHEET TITLE:

SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (8 pages)

B-1.6



LAND SURVEYOR'S CERTIFICATE

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


 MARK PATTERSON, PLS #3136
 12/26/2018
 DATE

REPORT OF TITLE - PARCEL 029-00-00-015.00 - DEED BOOK 361, PAGE 277

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. 60426-KY1805, REFERENCE NO. FA13800691-1, ISSUE DATE OF JULY 17, 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 :069-00-00-005.0 - LAND ASSESSMENT: \$152,000.00 - PERIOD :2017 - PAYMENT STATUS: PAID - TAX AMOUNT : \$365.84 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
 - MORTGAGES RETURNED HEREIN. (-1-). MORTGAGE MADE BY DAVID HAMLET AND DIANA HAMLET, HUSBAND AND WIFE TO THE MORGANTOWN BANK & TRUST COMPANY, INC. IN THE SUM OF \$104,640.97 DATED AS OF 11/20/2015 RECORDED 11/30/2015 IN BOOK 258 PAGE 208. (MORTGAGE AS RECORDED IN BOOK 258, PAGE 208 AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A & B".)
 - 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. (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- (JUDGMENTS, LIENS AND UCC)
- NONE WITHIN PERIOD SEARCHED
- (COVENANTS/RESTRICTIONS)
- NONE WITHIN PERIOD SEARCHED
- (EASEMENTS AND RIGHTS OF WAY)
- NONE WITHIN PERIOD SEARCHED
- (OTHER FILED DOCUMENTS)
- OIL AND GAS LEASE BETWEEN DAVID HAMLET AND DIANE HAMLET, HUSBAND AND WIFE AND JACKFORK LAND, INC. DATED 3/31/2015 RECORDED 1/19/2016 IN BOOK 62 PAGE 362. (LEASE AS RECORDED IN BOOK 62, PAGE 362 AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A & B".)

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 361, PAGE 277 (NOT FIELD SURVEYED)

TRACT 1: SITUATED ON THE WATERS OF PLEASANT RUN CREEK AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A SMALL WHITE OAK CORNER OF LOT NO. 2, RUNNING WITH THE LINE OF NO. 2 N 23 W 60 POLES TO A STAKE IN THE OUTSIDE LINE OF THE 50 ACRE CORNER OF NO. 2; THENCE WITH THE LINE OF THE 50 ACRES S 49 POLES TO A STAKE IN THE SAID LINE STANDING N 23 W 40 POLES FROM THE BLACK OAK MARKED CORNER TREE; THENCE S 23 W 40 POLES TO A BLACK OAK; THENCE S 40 E 48 POLES INCLUDING THE STORE HOUSE TO A STONE IN THE MIDDLE OF PLEASANT ROAD; THENCE SAME COURSE S 40 1/4 E 85 POLES TO A STAKE IN THE SOUTH BOUNDARY LINE OF THE 200 ACRE SURVEY; THENCE WITH THE LINE OF THE 200 ACRES TO THE SOUTHEAST CORNER OF SAME; THENCE WITH THE LINE OF A 50 ACRE SURVEY OF STEPHENS TO A STAKE IN SAID LINES CORNER OF NO. 2 AND WITH THE LINE OF NO. 2 TO THE BEGINNING.

TRACT 2: SITUATED ON THE WATERS OF PLEASANT RUN CREEK, BOUNDED AND DESCRIBED THUS: BEGINNING AT A STONE IN THE MIDDLE OF THE ROAD OPPOSITE A SMALL BLACK OAK STANDING AT THE CORNER OF THE OLD BLACKSMITH SHOP, RUNNING THENCE N 40 W 50 POLES TO A STAKE; THENCE N 23 W 30 POLES TO A STAKE; THENCE N 23 W 30 POLES TO A STAKE IN THE NORTH BOUNDARY LINE OF STEPHENS LANDS; THENCE WITH THE OLD LINE TO A STAKE IN THE SAID LINE CORNER OF NO. 3; THENCE WITH LINE OF NO. 3 S 23 E 40 POLES TO THE BLACK CORNER; THENCE S 40 1/4 E 38 POLES PASSING THE STORE HOUSE TO THE STONE IN THE ROAD; THENCE SAME COURSE 85 POLES TO A STAKE CORNER OF NO 3 IN THE LINE OF THE 200 ACRE TRACT; THENCE LEAVING NO 3 AND RUNNING WITH 200 ACRE LINE UNTIL A LINE N 40 W WILL STRIKE THE BEGINNING CORNER STONE IN THE ROAD.

TRACT 3: SITUATED ON THE WATERS PLEASANT RUN CREEK, BOUNDED AND DESCRIBED THUS: BEGINNING AT A WHITE OAK ON THE NORTH SIDE OF THE COUNTY ROAD OPPOSITE THE OLD MILL SITE, THENCE S 35 1/2 E 53 POLES TO A STAKE AND STONE; THENCE S 1 1/2 W 78 POLES TO A STAKE; THENCE S 48 W 10 POLES TO A STAKE AND DOGWOOD; THENCE N 41 W 60 POLES TO A MAPLE; THENCE N 59 1/2 E 38 POLES TO A ROCK IN A FIELD; THENCE N 29 W 54 POLES TO A STAKE IN THE COUNTY ROAD; THENCE N 43 E 20 POLES WITH THE ROAD, WHEN REDUCED TO A STRAIGHT LINE TO THE BEGINNING.

AND IN ADDITION TO THE FOREGOING, THE FIRST PARTIES SELL AND CONVEY UNTO THE SECOND PARTY ALL THEIR CLAIM, RIGHT, TITLE AND INTEREST IN AND TO THAT PARCEL OF LAND WHICH WAS CONVEYED TO GEORGE MEADORS BY DEED FROM J.J. WILSON ET AL., DATED OCTOBER 5, 1931, OF RECORD IN DEED BOOK , PAGE , OF THE WHITLEY COUNTY COURT CLERK'S OFFICE (DEED NOT RECORDED), WHICH TRACT OF LAND IS DESCRIBED THUS:

A CERTAIN PARCEL OF LAND SITUATED ON THE WATERS OF JELICO CREEK IN WHAT IS CALLED WHITE MOUNTAIN IN WHITLEY COUNTY, KENTUCKY, BOUNDED ON THE EAST BY THE LAND OF K.C. TAYLOR; ON THE NORTH BY THE LAND OF K.C. TAYLOR; ON THE SOUTH BY LAND OF G.W. MEADORS AND ON THE WEST BY THE LAND OF JESS WHITE, SAME BEING 40 ACRES MORE OR LESS.

TRACT 4: SITUATED IN WHITLEY COUNTY, KENTUCKY ON PLEASANT RUN CREEK AND BOUNDED AS THUS: BEGINNING ON A WATER BIRCH AND WILLOW AT THE END OF A CROSS FENCE NEAR THE BANK OF PLEASANT RUN CREEK; THENCE N 40 W 90 1/2 POLES TO A CHESTNUT OAK AND ASH AT A DRAIN IN THE LINE OF A 50 ACRE SURVEY IN THE NAME OF SOLOMON STEPHENS, THENCE WITH THE LINE OF SAID SURVEY S 33 W 39 POLES TO A STAKE AND HICKORY; THENCE S 23 E 39 POLES TO A WHITE OAK THE BEGINNING CORNER OF THE COMMISSIONERS DEED S 41 E 46 POLES TO A STAKE AND STONE IN THE MIDDLE OF THE COUNTY ROAD; THENCE N 58 E 10 POLES, N 43 E 10 POLES, N 55 E 8 POLES TO A STAKE IN THE MIDDLE OF THE ROAD, 1 POLE NORTH OF A SMALL BLACK OAK ON THE NORTH BANK OF PLEASANT RUN CREEK; THENCE S 45 E 39 POLES TO A SMALL MAPLE IN SAID LINE, THENCE N 58 1/2 E 38 POLES TO A STAKE IN THE FIELD; THENCE N 29 W 54 POLES TO A STAKE AT THE EDGE OF THE COUNTY ROAD; THENCE S 46 W CROSSING THE CREEK 26 1/2 POLES TO THE BEGINNING.

THERE IS ONLY CONVEYED BY THIS DEED ALL THE LAND EMBRACED IN TRACTS 1, 2, 3, AND 4 (AND SO NUMBERED) HEREINBEFORE DESCRIBED, WHICH LIES ON THE EAST SIDE OF A LINE DRAWN ACROSS OR THROUGH THE AFORESAID TRACTS 1,2,3, AND 4 (AND SO NUMBERED) WHICH LINE IS DESCRIBED THUS:

BEGINNING AT A WHITE OAK ON LINE OF COMPANY (FAIRDALE COAL CO.) AND IN LINE OF THE PROPERTY ABOVE DESCRIBED; THENCE N 82 50 W 1284 FT. TO A MARKED PERSSIMMON; THENCE 41 25 W 866 FT TO A CONCRETE POST AT KENTUCKY HIGHWAY 92; THENCE N 62 30 E 373 FT. TO CORNER OF A CULVERT ON KY. 92, THENCE STRAIGHT ACROSS SAID HIGHWAY A DISTANCE OF 75 FT. TO A CONCRETE POST; THENCE UP THE BRANCH 419 FT. TO A MARKED WILLOW; THENCE NORTHEASTWARDLY 115.5 FT. TO A CONCRETE POST; THENCE N 48 10 E 3100 FT. TO A HICKORY ON THE SIDE OF THE HILL, GEORGE CRISCELLUS LINE AND OUTSIDE LINE OF BOUNDARY DESCRIBED IN TRACTS (OR PARCELS) 1, 2, 3, AND 4. THE INTENTION HERETO FORE IS TO CONVEY THE UNDIVIDED ONE ALL THAT PROPERTY WHICH LIES ON THE EAST SIDE OF THE LINE LAST ABOVE DESCRIBED. AND IT IS THE INTENTION OF FIRST PARTIES TO CONVEY TO SECOND PARTIES THAT PARCEL DESCRIBED IN BETWEEN TRACTS 3 AND 4, ACROSS WHICH SAID LINE DOES NOT RUN.

REPORT OF TITLE - PARCEL 046-00-00-001.00 - DEED BOOK 417, PAGE 227

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. 60425-KY1805-5030, REFERENCE NO. FA13800691, ISSUE DATE OF AUGUST 21, 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 :046-00-00-001.1 - LAND ASSESSMENT: \$3,000.00 - PERIOD :2017 - PAYMENT STATUS: PAID TAX AMOUNT : \$23.61 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
 - MORTGAGES RETURNED HEREIN. (-0-). NONE WITHIN PERIOD SEARCHED
 - 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. (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- (JUDGMENTS, LIENS AND UCC)
- NONE WITHIN PERIOD SEARCHED
- (COVENANTS/RESTRICTIONS)
- NONE WITHIN PERIOD SEARCHED
- (EASEMENTS AND RIGHTS OF WAY)
- NONE WITHIN PERIOD SEARCHED

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 417, PAGE 227 (NOT FIELD SURVEYED)**TRACT 1888Y**

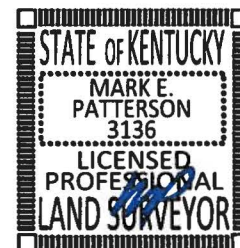
ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, SITUATED APPROXIMATELY NINE (9) MILES SOUTHWEST OF WILLIAMSBURG, KENTUCKY, ON THE WATERS OF PLEASANT RUN OF JELICO CREEK, A TRIBUTARY OF CUMBERLAND RIVER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARINGS IN THIS DESCRIPTION ARE REFERRED TO THE TRUE MERIDIAN AND ALL DISTANCES ARE EXPRESSED IN FEET.

BEGINNING AT CORNER 1, COMMON TO BEN CHINN, W. E. MOSES AND PETE MANNING PARCELS, A STANDARD F.S. CONCRETE POST WITH A BRASS TABLET STAMPED 3313, NEAR FENCE AND ON TOP OF RIDGE WITNESSED BY MAPLE AND GUM BEARING TREES SCRIBED BT 64-20 WHICH BEAR N15°W; 4.62 FEET AND N76°E; 6.60 FEET, RESPECTIVELY. THENCE TWO (2) LINES WITH BEN CHINN PARCEL; (1) SOUTH 49°30' WEST; 394.02 FEET TO CORNER 2, A BLACK OAK WITH OLD MARKS SCRIBED FS 64-21, WHICH BEARS N13°W; 38.28 FEET. (2) SOUTH 13°30' WEST; 132.00 FEET TO CORNER 3, COMMON TO PETE CHINN AND W. L. SHEPHARD PARCELS, A POINT IN A TRAIL, ON RIDGE WITNESSED BY TRIPLE MAPLE AND SOURWOOD BEARING TREES SCRIBED BT 64-50, WHICH BEARS N02°E; 10.56 FEET AND N32°W; 15.18 FEET, RESPECTIVELY. THENCE FOUR (4) LINES WITH W. L. SHEPHARD PARCEL; (1) NORTH 51°00' WEST; 211.86 FEET TO CORNER 4, A WHITE OAK SCRIBED P.S. 64-51, AT CORNER OF FENCE WITNESSED BY A WHITE OAK SCRIBED BT 64-51, WHICH BEARS N23°E, 14.52 FEET. (2) NORTH 58°30' WEST; 479.82 FEET TO CORNER 5, A SET STONE WITH A CROSS (X) THEREON, AT CORNER OF FENCE WITNESSED BY SOURWOOD AND BLACK OAK BEARING TREES SCRIBED BT 64-53. (3) NORTH 35°45' EAST; 285.12 FEET TO CORNER 6, A WHITE OAK STUMP WITH A SET STONE ALONGSIDE MARKED WITH A CROSS (X) THEREON, AT CORNER OF FENCE WITNESSED BY TWO (2) HICKORY BEARING TREES SCRIBED BT 64-24 FEET. (4) NORTH 05°30' WEST; 280.50 FEET TO CORNER 7, COMMON TO W. L. SHEPHARD AND GEORGE MEADORS PARCELS, A WHITE OAK WITH OLD MARKS SCRIBED FS 64-26, AT CORNER OF FENCE WITNESSED BY MAPLE AND BLACK OAK BEARING TREES SCRIBED BT 64-26. THENCE WITH GEORGE MEADORS PARCEL; NORTH 48°00' EAST; 40.92 FEET TO CORNER 8, COMMON TO GEORGE MEADORS AND PETE MANNING PARCELS, A BLACK OAK WITH OLD MARKS SCRIBED FS 64-30, NEAR CORNER OF FENCE WITNESSED BY POPLAR AND BLACK GUM BEARING TREES SCRIBED BT 64-36. THENCE EIGHT (8) LINES WITH PETE MANNING PARCEL; (1) SOUTH 50°00' EAST; 405.24 FEET TO CORNER 9, A BLACK OAK WITH OLD MARKS SCRIBED FS 64-34, IN FENCE AND ON TOP OF SPUR RIDGE WITNESSED BY TWO (2) CHESTNUT OAK BEARING TREES SCRIBED BT 64-34. (2) SOUTH 17°30' EAST; 226.38 FEET TO CORNER 10, A DOWN BLACK OAK WITH OLD MARKS AND WITH A SET STONE MARKED WITH A CROSS (X) THEREON ALONGSIDE, IN FENCE AND ON TOP OF RIDGE WITNESSED BY HICKORY AND WHITE OAK BEARING TREES SCRIBED BT 64-32. (3) SOUTH 27°30' EAST; 104.28 FEET TO CORNER 11, A WHITE OAK WITH OLD MARKS SCRIBED F.S. 64-31, AT CORNER OF FENCE ON TOP OF RIDGE WITNESSED BY TWO (2) HICKORY BEARING TREES SCRIBED BT 64-31. (4) SOUTH 81°30' EAST; 46.20 FEET TO CORNER 12, A SET STONE WITH A CROSS (X) THEREON, SOUTH OF FENCE AND NEAR TOP OF RIDGE WITNESSED BY CHESTNUT OAK AND MAPLE BEARING TREES SCRIBED BT 64-30. (5) NORTH 87°30' EAST; 80.52 FEET TO CORNER 13, A SET STONE MARKED WITH A CROSS (X) THEREON, SOUTH OF FENCE AND TOP OF SAID RIDGE WITNESSED BY POST OAK AND HICKORY BEARING TREES SCRIBED BT 64-29. (6) NORTH 78°30' EAST; 132.00 FEET TO CORNER 14, A SET STONE WITH A CROSS (X) THEREON, SOUTH OF FENCE, IN NORTH EDGE OF ROAD AND ON TOP OF RIDGE WITNESSED BY TWO(2) BLACK OAK BEARING TREES SCRIBED BT 64-28. (7) NORTH 62°30' EAST; 44.88 FEET TO CORNER 15, A SET STONE WITH A CROSS (X) THEREON, SOUTH OF FENCE AND ON TOP OF RIDGE WITNESSED BY TWO (2) WHITE OAK BEARING TREES SCRIBED BT 64-27. (8) SOUTH 48°30' EAST; 28.38 FEET TO CORNER 1, THE PLACE OF THE BEGINNING, CONTAINING 7.15 ACRES, BE THE SAME MORE OR LESS. THE ABOVE-DESCRIBED TRACT WAS SURVEYED BY U.S.F.S IN 1939; THEREFORE, THE CORNERS AND PROPERTY OWNERS AS MENTIONED ABOVE ARE THE SAME AS CALLED FOR IN SAID SURVEY. ALSO THE ABOVE-DESCRIBED TRACT IS THE SAME TRACT DESCRIBED AS TRACT 1888Y IN A CERTAIN DEED CONVEYED TO UNITED STATES OF AMERICA BY JOHN V. LEMOYNE ESTATE, RECORDED ON MARCH 15, 1941, IN DEED BOOK 146, AT PAGE 375, IN THE RECORDS OF WHITLEY COUNTY, KENTUCKY.

LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson
MARK PATTERSON, PLS #3136

12/26/2018
DATE

PREPARED BY:



PREPARED FOR:



PREPARED FOR:

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
PAUL & DELORES ROWE
W. KENTUCKY HIGHWAY 92
WILLIAMSBURG, KY 40769
WHITLEY COUNTY

TAX PARCEL NUMBER:
029-00-00-015.00
046-00-00-001.00

PROPERTY OWNER:
PAUL & DELORES ROWE
9589 W. HIGHWAY 92
WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
DEED BOOK 361, PAGE 277
DEED BOOK 417, PAGE 227

SITE NUMBER:
KYLO6072

POD NUMBER: 18-28563
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

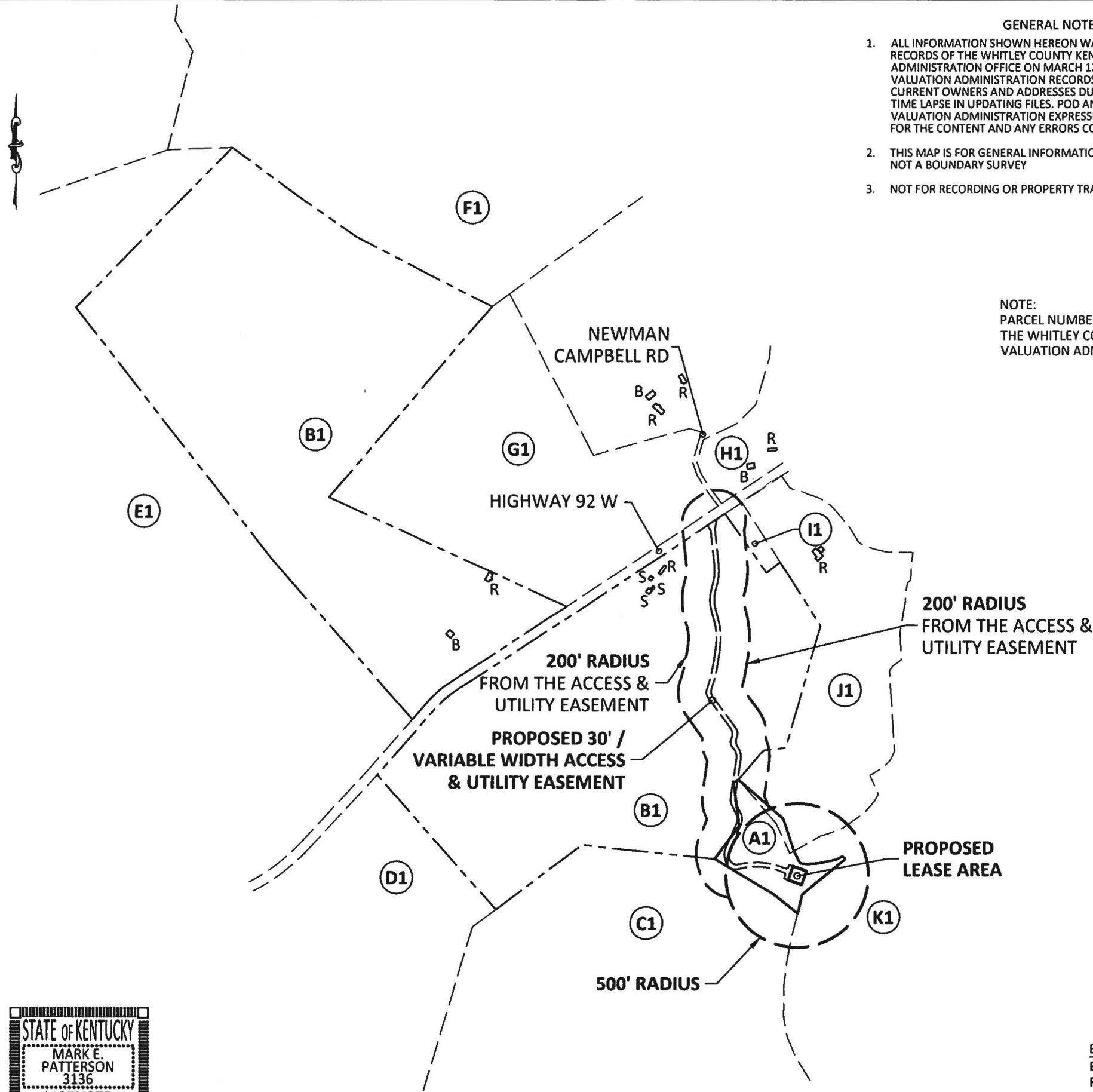
SHEET TITLE:

SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER: (8 pages)

B-1.7

- (A1)** PARCEL ID: 046-00-00-001.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (B1)** PARCEL ID: 029-00-00-015.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (C1)** PARCEL ID: 046-00-00-001.01
 SHELLEY LENVILLE - PHYLLIS
 BREWSAUGH & VERNON SHELLEY
 4184 E FOSTER MAINVILLE RD
 MORROW, OH 45152
- (D1)** PARCEL ID: 029-00-00-013.01
 HART SAMPSON
 C/O CLARA CAUDILL
 2460 WALNUT GROVE LANE
 LEXINGTON, KY 40509
- (E1)** PARCEL ID: 029-00-00-013.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (F1)** PARCEL ID: 029-00-00-017.00
 GIFFORD DEBORAH & IRV
 SCHARFENBERGER EST
 9180 INDIAN RIDGE
 CINCINNATI, OH 45243
- (G1)** PARCEL ID: 045-00-00-030.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (H1)** PARCEL ID: 045-00-00-029.00
 HATLAND CONNIE
 1726 N 4101ST RD
 LELAND, IL 60531
- (I1)** PARCEL ID: 045-00-00-028.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (J1)** PARCEL ID: 045-00-00-029.02
 RATLIFF MATTHEW & ASHLEY
 P O BOX 1506
 WILLIAMSBURG, KY 40769
- (K1)** PARCEL ID: 046-00-00-011.00
 MEADORS KENNETH W
 157 RYANS CRK RD
 WILLIAMSBURG, KY 40769



- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 12, 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.

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

PREPARED BY:

 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:

PREPARED FOR:

EXHIBIT		
REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.26.18	ISSUED AS FINAL

EXHIBIT		
REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.26.18	ISSUED AS FINAL

SITE INFORMATION:
SMITH HOLLOW
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

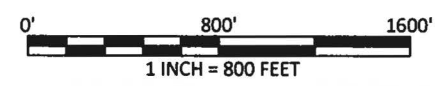
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DRAWN BY: ADM
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 12.5.18

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 FOR THIS EXHIBIT.

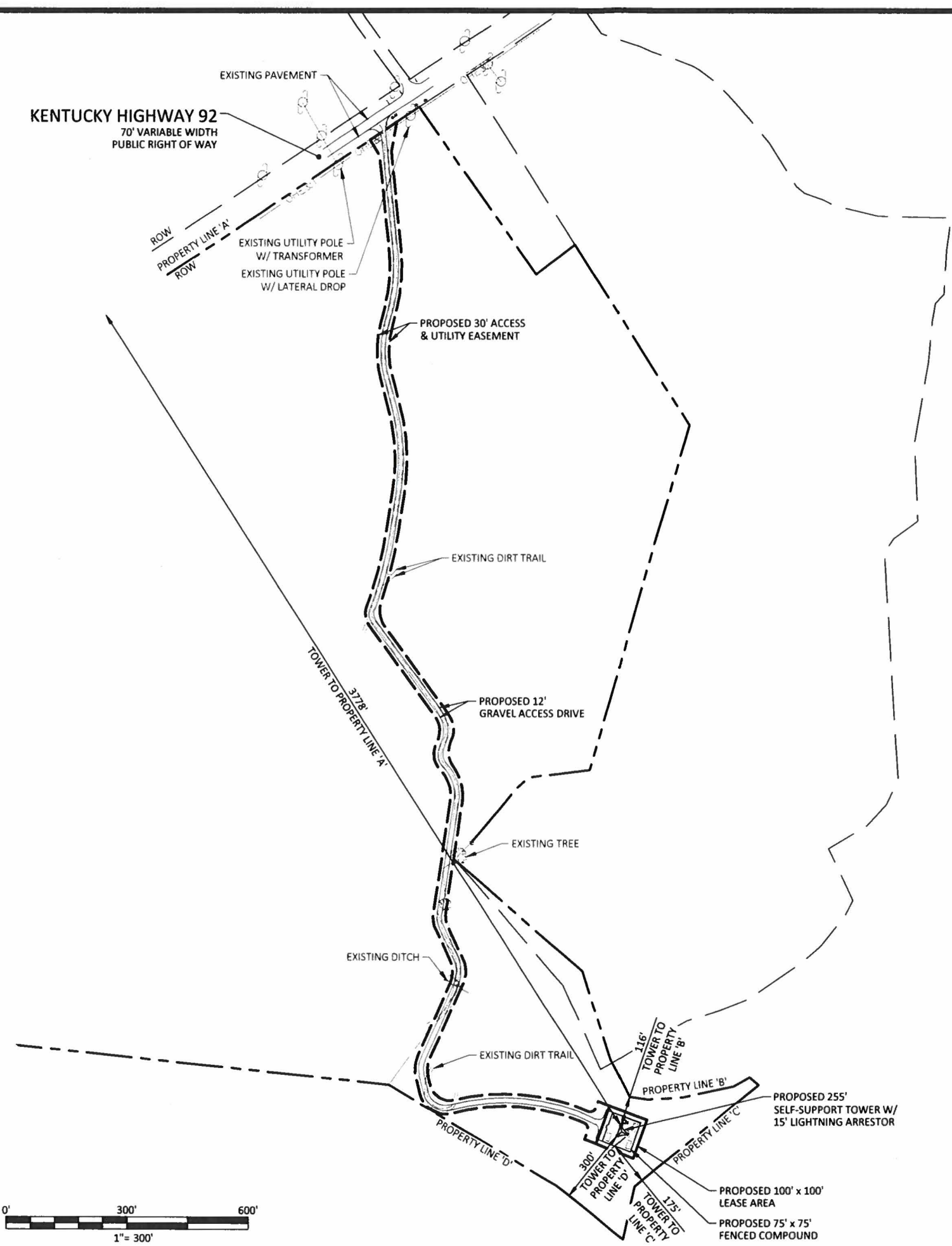
Mark Patterson 12/26/2018
 MARK PATTERSON, PLS #3136 DATE



EXISTING BUILDINGS
 B = BARN
 R = RESIDENCE
 S = SHED



KENTUCKY HIGHWAY 92
70' VARIABLE WIDTH
PUBLIC RIGHT OF WAY



LEGEND

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

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
 16,308

 PROFESSIONAL ENGINEER
 12/14/18
 EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	12.14.18	ISSUED FOR REVIEW

SITE INFORMATION:
SMITH HOLLOW
 W KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

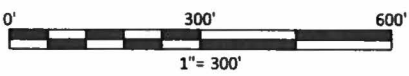
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 KYL06072

POD NUMBER: 18-28562
 DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 12.14.18

SHEET TITLE:
OVERALL SITE LAYOUT

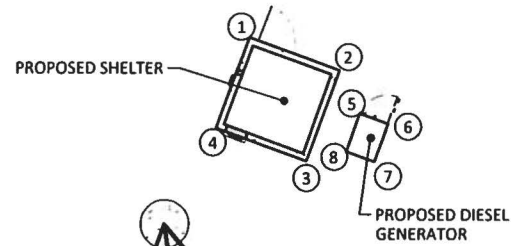
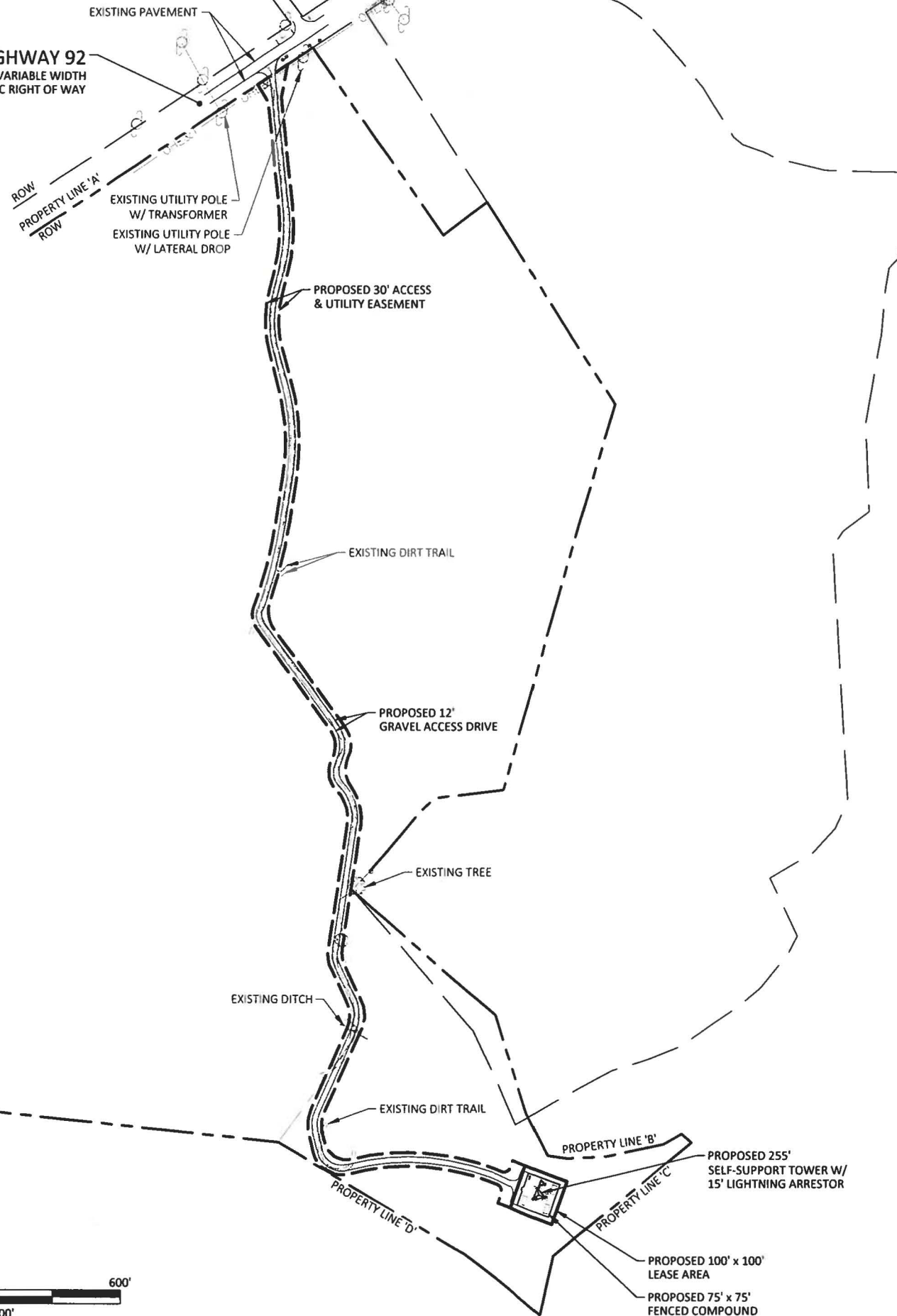
SHEET NUMBER:
C-1

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.





KENTUCKY HIGHWAY 92
70' VARIABLE WIDTH
PUBLIC RIGHT OF WAY



PROPOSED 255'
SELF-SUPPORT TOWER W/
15' LIGHTNING ARRESTOR

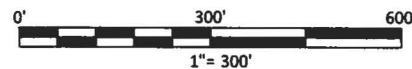
PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	2354'
B	2	59'
C	3	135'
D	4	224'
A	5	2364'
B	6	63'
C	7	131'
D	8	229'

EQUIPMENT ENLARGEMENT
NOT TO SCALE



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
- EXISTING BOUNDARY
- PROPOSED ACCESS & UTILITY EASEMENT
- PROPOSED FENCE LINE
- EXISTING RIGHT OF WAY
- O&E&T EXISTING OVERHEAD ELECTRIC & TELEPHONE
- EXISTING GRAVEL

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
12/20/18
EN PERMIT: 3594

**ZONING
DRAWINGS**

REV	DATE	DESCRIPTION
A	12.14.18	ISSUED FOR REVIEW

SITE INFORMATION:

SMITH HOLLOW

W KENTUCKY HIGHWAY 92
WILLIAMSBURG, KY 40769

WHITLEY COUNTY

SITE NUMBER:
KYLO6072

POD NUMBER: 18-28562

DRAWN BY: JER
CHECKED BY: MEP
DATE: 12.14.18

SHEET TITLE:

**OVERALL
SITE LAYOUT
-CONT'D**

SHEET NUMBER:

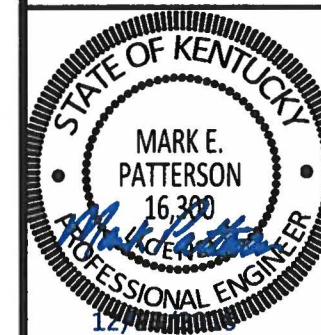
C-2



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

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MasTec

PREPARED FOR:
 **at&t**



EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	12.14.18	ISSUED FOR REVIEW

SITE INFORMATION:

SMITH HOLLOW

W KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769

WHITLEY COUNTY

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28562

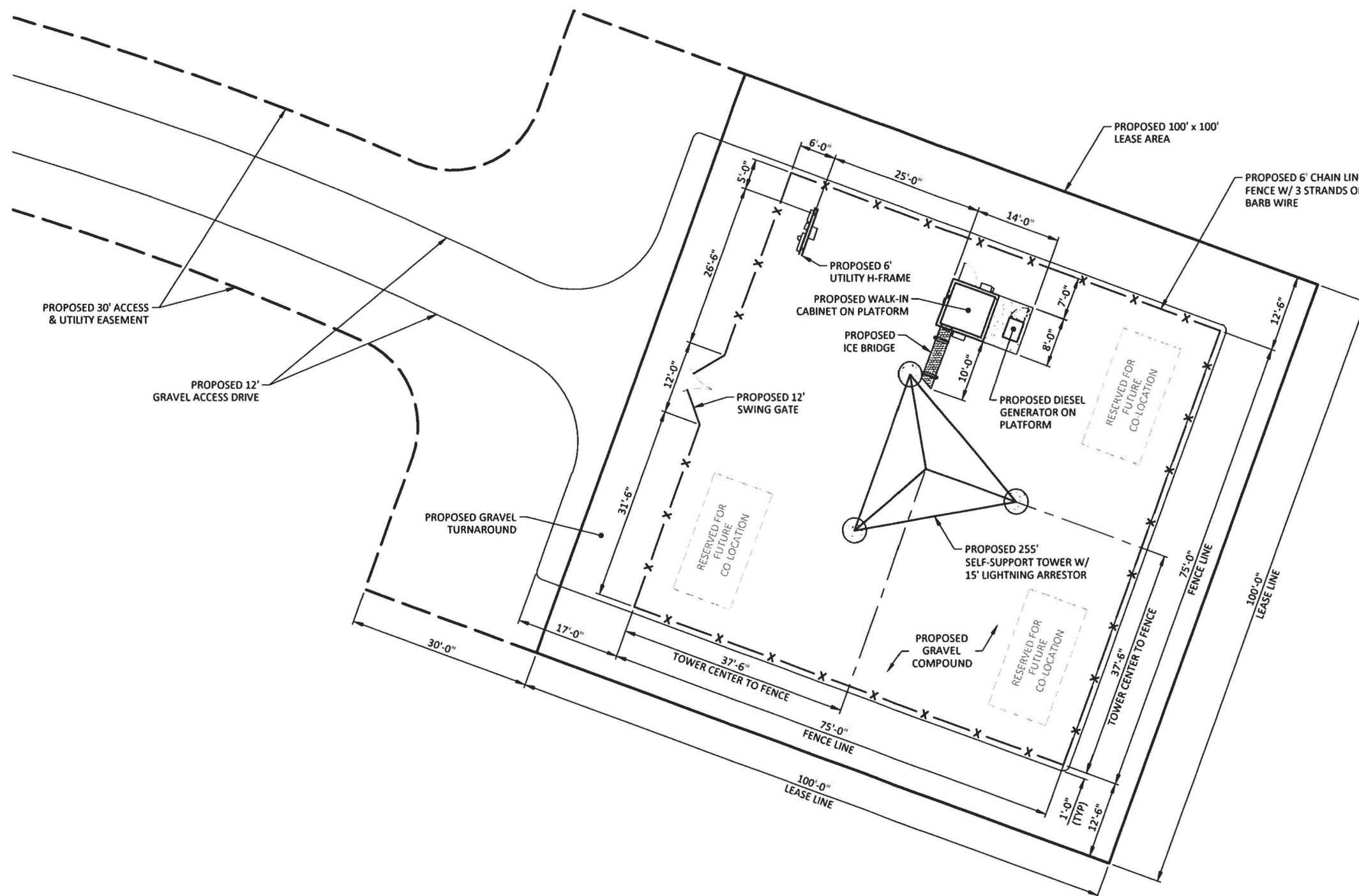
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 CHECKED BY: MEP
 DATE: 12.14.18

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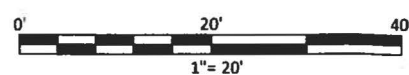
**ENLARGED
 COMPOUND
 LAYOUT**

SHEET NUMBER:

C-3



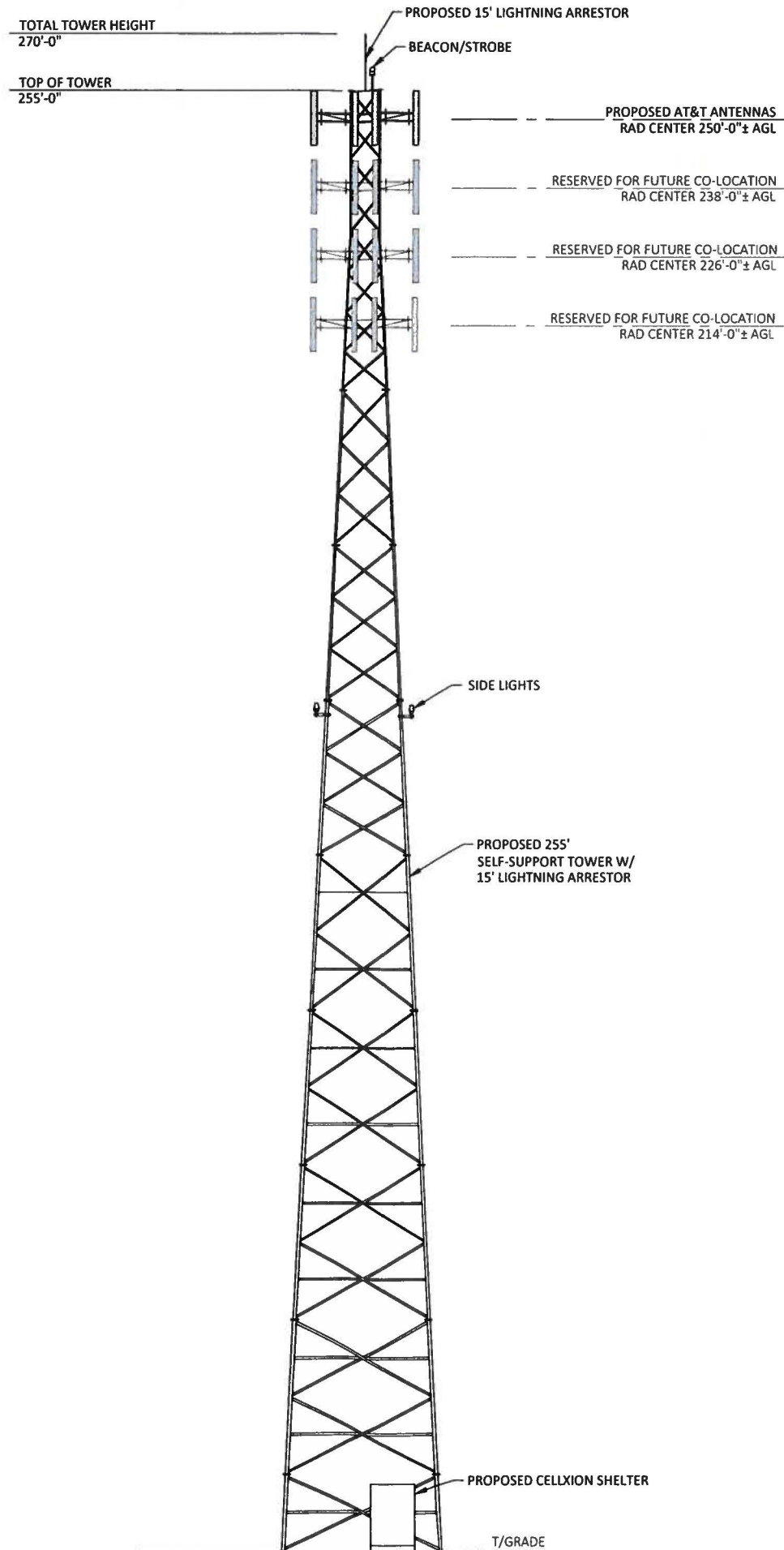
LEGEND
 - - - - - PROPOSED ACCESS & UTILITY EASEMENT
 - X - X - PROPOSED FENCE LINE



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

TOWER NOTES:

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



PREPARED BY:

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

PREPARED FOR:


PREPARED FOR:


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

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	12.14.18	ISSUED FOR REVIEW

SITE INFORMATION:
SMITH HOLLOW
 W KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

SITE NUMBER:
 KYLO6072

POD NUMBER: 18-28562
 DRAWN BY: JER
 CHECKED BY: MEP
 DATE: 12.14.18

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:
C-4

EXHIBIT C
TOWER AND FOUNDATION DESIGN



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

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

Job Number: 424084

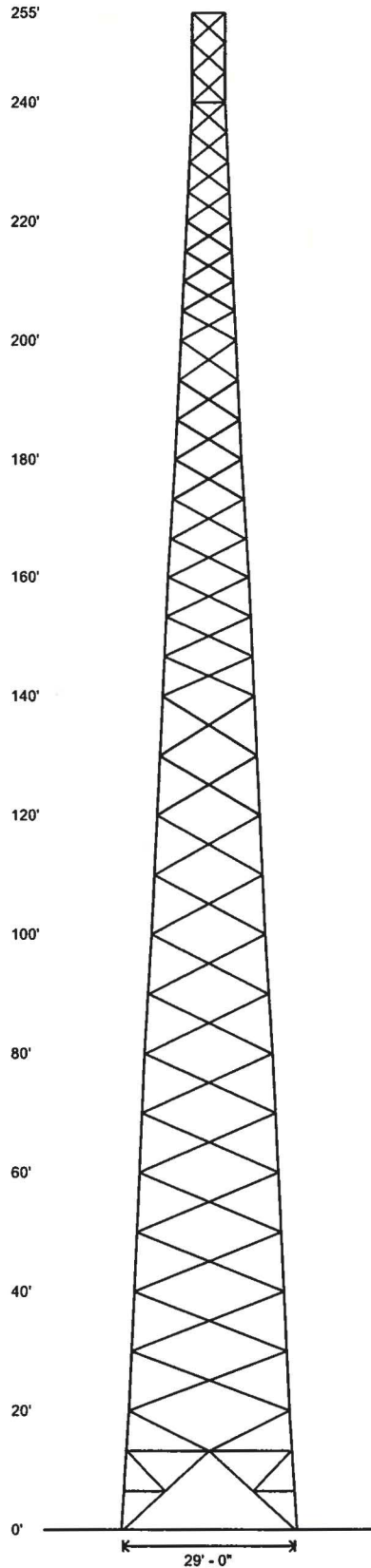
January 4, 2019

Tower Profile.....	1-2
Foundation Design Summary (Preliminary).....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-18



1/4/19

Legs	I	J	A	B	C	D	E	F	G	H
Diagonals	12.75 OD X .500		8.625 OD X .500		L 3 1/2 X 3 1/2 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16	
Horizontals	L 4 X 4 X 3/8		L 4 X 4 X 1/4		L 3 X 3 X 1/4		L 3 X 3 X 3/16		L 2 X 2 X 3/16	
Internals	NONE		NONE		NONE		NONE		NONE	
Sub-Diagonals	NONE		NONE		NONE		NONE		NONE	
Sub-Horizontals	NONE		NONE		NONE		NONE		NONE	
Brace Bolts	(2) 3/4"		(1) 3/4"		(1) 5/8"		(1) 5/8"		(1) 5/8"	
Top Face Width	27'	25'	23'	21'	19'	17'	15'	13'	11'	9'
Panel Count/Height	Q	R	12 @ 10'		9 @ 6.6667'		11 @ 5'		1375	
Section Weight	8849	8070	6366	6662	5173	4518	4394	3534	3017	2421
								1900		565



Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	3
Crest Height	290 ft

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	116.8	Shear (kips)	69.58
Axial (kips)	277.21	Compression (kips)	696
Moment (ft-kips)	16597	Uplift (kips)	610
Torsion (ft-kips)	-52.23		

Material List

Display	Value
A	12.75 OD X .375
B	10.75 OD X .500
C	8.625 OD X .322
D	5.563 OD X .500
E	5.563 OD X .375
F	4.500 OD X .337
G	3.500 OD X .300
H	2.375 OD X .154
I	L 6 X 4 X 3/8
J	L 5 X 5 X 5/16
K	L 2 1/2 X 2 1/2 X 1/4
L	L 2 1/2 X 2 1/2 X 3/16
M	L 2 X 2 X 1/8
N	L 4 X 4 X 1/4
O	L 2 X 2 X 3/16
P	L 3 X 3 X 1/4
Q	1 @ 13.333'
R	1 @ 6.667'

Notes


- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) Tower Rating: 99.91%

	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone (712) 258-6690 Fax (712) 279-0814	Job: 424084 Customer: AT&T Site Name: Smith Hollow, KY Description: 255' S3TL Date: 1/4/2019
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	By: KJT

Designed Appurtenance Loading

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

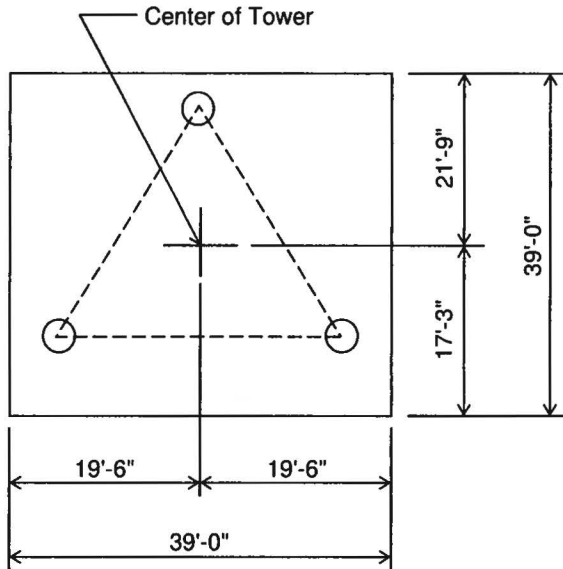
Elev	Description	Tx-Line
226	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
214	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone (712) 258-6690 Fax (712) 279-0814	Job: 424084 Customer: AT&T Site Name: Smith Hollow, KY Description: 255' S3TL Date: 1/4/2019
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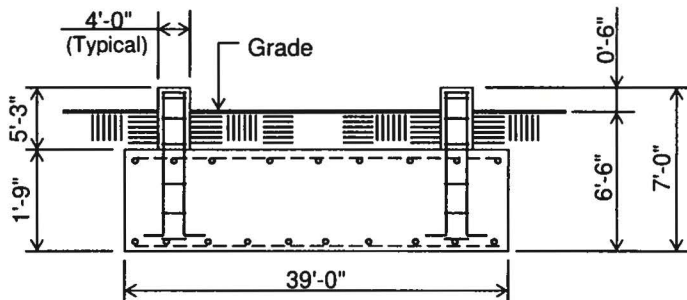
Customer: AT&T
Site: Smith Hollow, KY

255 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY--NOT FOR CONSTRUCTION



PLAN VIEW



ELEVATION VIEW

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

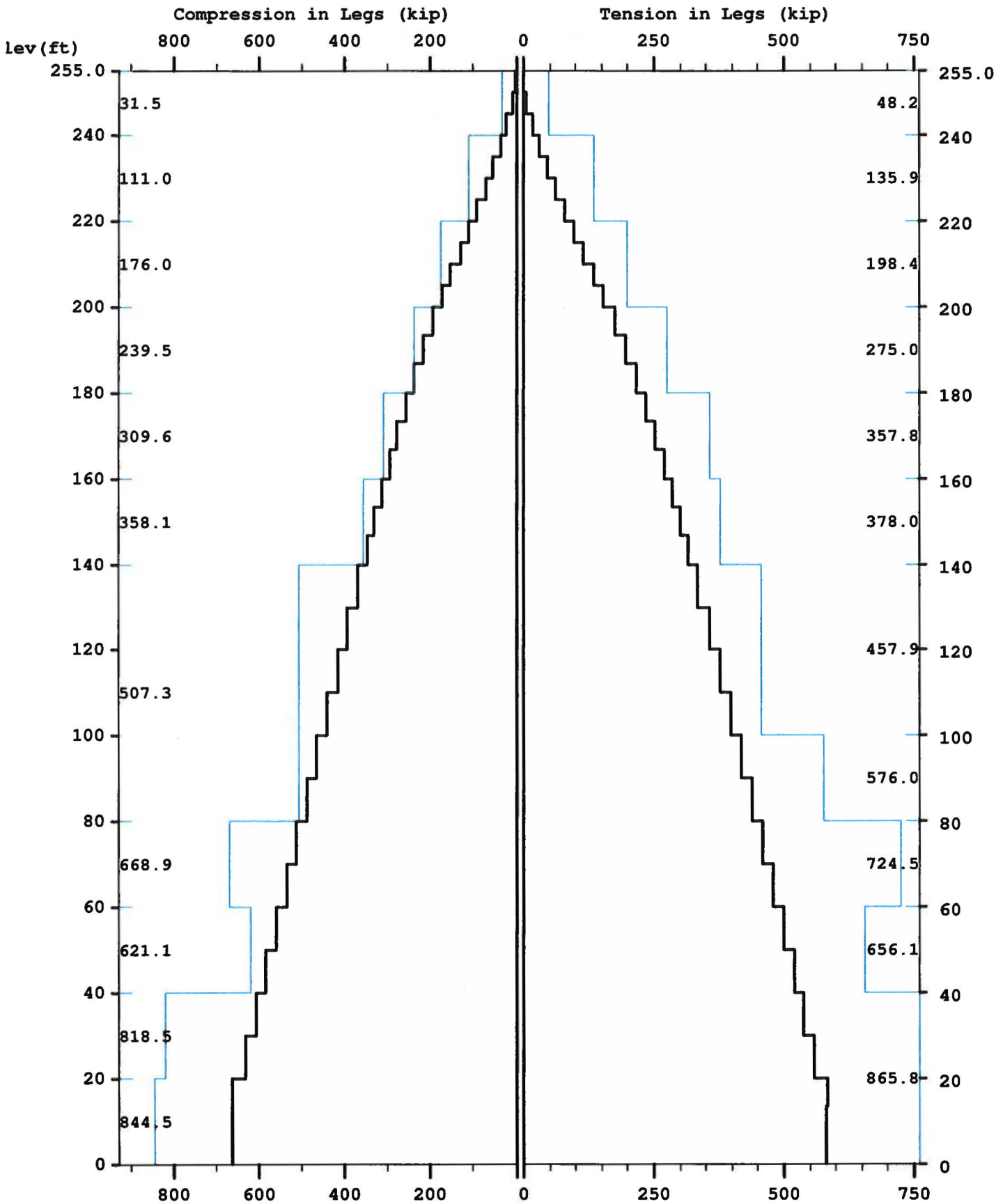
CAUTION: Center of tower is not in center of slab.

Notes:

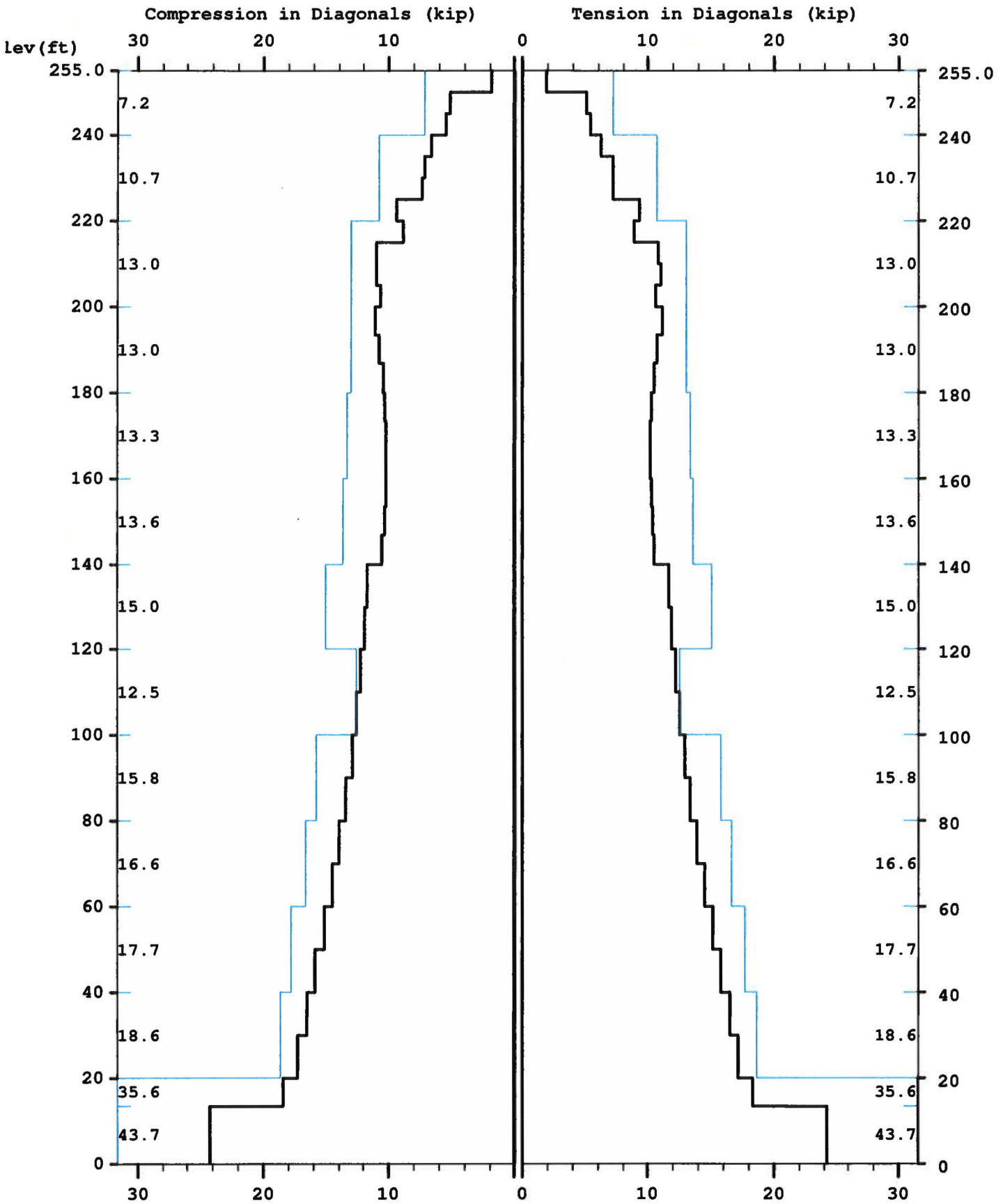
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the PRELIMINARY geotechnical report by Power of Design, Project No. 18-32043, dated December 3, 2018.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) The foundation is based on the following factored loads:
Factored download (kips) = 105.62
Factored overturn (kip-ft) = 16,596.54
Factored shear (kips) = 116.80
- 8) 4.75' of soil cover is required over the entire area of the foundation slab.
- 9) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
Pier	(22) #8 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 9" C/C
Mat	(70) #10 horizontal rebar evenly spaced each way top and bottom. (280 total)
Anchor Bolts per Leg	
(6) 1.75" dia. x 87" F1554-105 on a 18" B.C. w/ 10.5" max. projection above concrete.	

Maximum

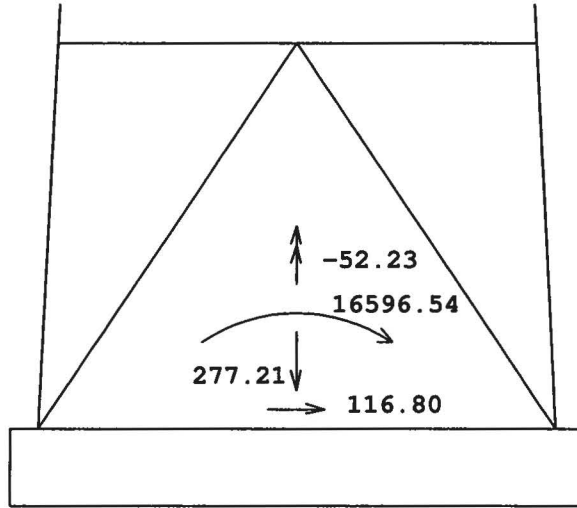


Maximum

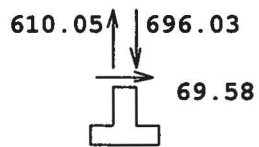
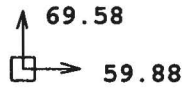


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



MAST GEOMETRY (ft)

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

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	255.00	1.075	0.787	29000.	0.0000117
LE	220.00	240.00	3.016	0.787	29000.	0.0000117
LE	200.00	220.00	4.407	0.787	29000.	0.0000117
LE	180.00	200.00	6.111	0.787	29000.	0.0000117
LE	160.00	180.00	7.952	0.787	29000.	0.0000117
LE	140.00	160.00	8.399	0.787	29000.	0.0000117
LE	80.00	140.00	12.763	0.787	29000.	0.0000117
LE	60.00	80.00	16.101	0.787	29000.	0.0000117
LE	40.00	60.00	14.579	0.787	29000.	0.0000117
LE	0.00	40.00	19.242	0.787	29000.	0.0000117
DI	240.00	255.00	0.484	0.626	29000.	0.0000117
DI	220.00	240.00	0.715	0.626	29000.	0.0000117
DI	200.00	220.00	0.902	0.626	29000.	0.0000117
DI	180.00	200.00	1.188	0.626	29000.	0.0000117
DI	160.00	180.00	1.090	0.626	29000.	0.0000117
DI	140.00	160.00	1.438	0.626	29000.	0.0000117
DI	100.00	140.00	1.688	0.626	29000.	0.0000117
DI	80.00	100.00	1.938	0.626	29000.	0.0000117
DI	40.00	80.00	2.402	0.626	29000.	0.0000117
DI	20.00	40.00	2.859	0.626	29000.	0.0000117
DI	13.33	20.00	3.027	0.626	29000.	0.0000117
DI	0.00	13.33	3.609	0.626	29000.	0.0000117
HO	250.00	255.00	0.484	0.626	29000.	0.0000117
HO	235.00	240.00	0.715	0.626	29000.	0.0000117
HO	0.00	13.33	1.938	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT BRACING	
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip
250.0	255.0	31.48	48.15	7.16	7.16	5.82	5.82	0.00	0.00
240.0	250.0	31.48	48.15	7.16	7.16	0.00	0.00	0.00	0.00
235.0	240.0	110.98	135.90	10.74	10.74	8.46	8.46	0.00	0.00
220.0	235.0	110.98	135.90	10.74	10.74	0.00	0.00	0.00	0.00
200.0	220.0	175.98	198.45	13.03	13.03	0.00	0.00	0.00	0.00
180.0	200.0	239.46	274.95	13.00	13.00	0.00	0.00	0.00	0.00
160.0	180.0	309.64	357.75	13.34	13.34	0.00	0.00	0.00	0.00
140.0	160.0	358.08	378.00	13.61	13.61	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	15.01	15.01	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
80.0	100.0	507.33	576.00	15.77	15.77	0.00	0.00	0.00	0.00
60.0	80.0	668.86	724.50	16.62	16.62	0.00	0.00	0.00	0.00
40.0	60.0	621.06	656.10	17.72	17.72	0.00	0.00	0.00	0.00
20.0	40.0	818.52	865.80	18.63	18.63	0.00	0.00	0.00	0.00
13.3	20.0	844.46	865.80	35.60	35.60	0.00	0.00	0.00	0.00
0.0	13.3	844.46	865.80	43.74	43.74	15.60	15.60	7.41	7.41

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.21	0.15	0.00	0.00
C	250.0	0.00	0.0	0.0	9.93	7.20	0.00	0.00
C	238.0	0.00	0.0	0.0	7.50	4.80	0.00	0.00
C	226.0	0.00	0.0	0.0	7.54	4.80	0.00	0.00
C	214.0	0.00	0.0	0.0	7.58	4.80	0.00	0.00
D	255.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	250.0	0.00	42.0	0.0	0.13	0.06	0.06	0.10
D	240.0	0.00	42.0	0.0	0.13	0.06	0.06	0.10
D	240.0	0.00	64.4	0.0	0.17	0.12	0.06	0.11
D	235.0	0.00	64.4	0.0	0.17	0.12	0.06	0.11
D	235.0	0.00	79.5	0.0	0.17	0.12	0.06	0.11
D	230.0	0.00	79.5	0.0	0.17	0.12	0.06	0.11
D	230.0	0.00	83.3	0.0	0.18	0.13	0.05	0.10
D	225.0	0.00	83.3	0.0	0.18	0.13	0.05	0.10
D	225.0	0.00	92.0	0.0	0.21	0.15	0.04	0.06
D	220.0	0.00	92.0	0.0	0.21	0.15	0.04	0.06
D	220.0	0.00	89.2	0.0	0.22	0.18	0.05	0.06
D	215.0	0.00	89.2	0.0	0.22	0.18	0.05	0.06
D	215.0	0.00	353.1	0.0	0.24	0.20	0.01	0.05
D	210.0	0.00	353.1	0.0	0.24	0.20	0.01	0.05
D	210.0	0.00	322.3	0.0	0.24	0.20	0.02	0.04
D	200.0	0.00	322.2	0.0	0.24	0.21	0.02	0.04
D	200.0	0.00	322.4	0.0	0.24	0.23	0.02	0.04
D	180.0	0.00	321.9	0.0	0.25	0.24	0.02	0.04
D	180.0	0.00	322.4	0.0	0.27	0.26	0.02	0.04
D	160.0	0.00	321.9	0.0	0.27	0.26	0.02	0.04
D	160.0	0.00	322.4	0.0	0.29	0.29	0.02	0.04
D	140.0	0.00	322.0	0.0	0.30	0.29	0.02	0.04
D	140.0	0.00	322.3	0.0	0.30	0.34	0.02	0.04
D	100.0	0.00	322.2	0.0	0.32	0.35	0.02	0.04
D	100.0	0.00	322.4	0.0	0.34	0.37	0.02	0.04
D	80.0	0.00	322.2	0.0	0.35	0.37	0.02	0.04
D	80.0	0.00	322.4	0.0	0.37	0.44	0.02	0.05
D	60.0	0.00	322.3	0.0	0.38	0.45	0.02	0.04
D	60.0	0.00	322.4	0.0	0.40	0.43	0.02	0.05
D	40.0	0.00	322.3	0.0	0.41	0.44	0.02	0.05
D	40.0	0.00	322.4	0.0	0.41	0.53	0.02	0.05
D	20.0	0.00	322.3	0.0	0.41	0.54	0.02	0.05
D	20.0	0.00	322.4	0.0	0.39	0.51	0.02	0.04
D	13.3	0.00	322.4	0.0	0.39	0.51	0.02	0.04
D	13.3	0.00	322.4	0.0	0.43	0.60	0.02	0.04
D	0.0	0.00	322.4	0.0	0.43	0.60	0.02	0.04

LOADING CONDITION M

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.21	0.12	0.00	0.00
C	250.0	0.00	0.0	0.0	9.93	5.40	0.00	0.00
C	238.0	0.00	0.0	0.0	7.50	3.60	0.00	0.00
C	226.0	0.00	0.0	0.0	7.54	3.60	0.00	0.00
C	214.0	0.00	0.0	0.0	7.58	3.60	0.00	0.00
D	255.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00
D	250.0	0.00	180.0	0.0	0.07	0.03	0.00	0.00
D	250.0	0.00	42.0	0.0	0.13	0.04	0.04	0.10
D	240.0	0.00	42.0	0.0	0.13	0.04	0.04	0.10
D	240.0	0.00	64.4	0.0	0.17	0.09	0.04	0.11
D	235.0	0.00	64.4	0.0	0.17	0.09	0.04	0.11
D	235.0	0.00	79.5	0.0	0.17	0.09	0.04	0.11
D	230.0	0.00	79.5	0.0	0.17	0.09	0.04	0.11
D	230.0	0.00	83.3	0.0	0.18	0.10	0.04	0.10
D	225.0	0.00	83.3	0.0	0.18	0.10	0.04	0.10
D	225.0	0.00	92.0	0.0	0.21	0.11	0.03	0.06
D	220.0	0.00	92.0	0.0	0.21	0.11	0.03	0.06
D	220.0	0.00	89.2	0.0	0.22	0.13	0.04	0.06
D	215.0	0.00	89.2	0.0	0.22	0.13	0.04	0.06
D	215.0	0.00	351.6	0.0	0.24	0.15	0.01	0.04
D	200.0	0.00	316.7	0.0	0.24	0.15	0.02	0.04
D	200.0	0.00	322.4	0.0	0.24	0.17	0.02	0.04
D	180.0	0.00	321.9	0.0	0.25	0.18	0.02	0.04

D	180.0	0.00	322.4	0.0	0.27	0.19	0.02	0.04
D	160.0	0.00	321.9	0.0	0.27	0.20	0.02	0.04
D	160.0	0.00	322.4	0.0	0.29	0.22	0.02	0.04
D	140.0	0.00	322.0	0.0	0.30	0.22	0.02	0.04
D	140.0	0.00	322.3	0.0	0.30	0.25	0.02	0.04
D	100.0	0.00	322.2	0.0	0.32	0.26	0.02	0.04
D	100.0	0.00	322.4	0.0	0.34	0.27	0.02	0.04
D	80.0	0.00	322.2	0.0	0.35	0.28	0.02	0.04
D	80.0	0.00	322.4	0.0	0.37	0.33	0.02	0.05
D	60.0	0.00	322.3	0.0	0.38	0.34	0.02	0.04
D	60.0	0.00	322.4	0.0	0.40	0.33	0.02	0.05
D	40.0	0.00	322.3	0.0	0.41	0.33	0.02	0.05
D	40.0	0.00	322.4	0.0	0.41	0.40	0.02	0.05
D	20.0	0.00	322.3	0.0	0.41	0.41	0.02	0.05
D	20.0	0.00	322.4	0.0	0.39	0.38	0.02	0.04
D	13.3	0.00	322.4	0.0	0.39	0.38	0.02	0.04
D	13.3	0.00	322.4	0.0	0.43	0.45	0.02	0.04
D	0.0	0.00	322.4	0.0	0.43	0.45	0.02	0.04

LOADING CONDITION Y

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	260.0	0.00	0.0	0.0	0.04	0.31	0.00	0.00
C	250.0	0.00	0.0	0.0	1.52	18.94	0.00	0.00
C	238.0	0.00	0.0	0.0	1.90	12.63	0.00	0.00
C	226.0	0.00	0.0	0.0	1.91	12.63	0.00	0.00
C	214.0	0.00	0.0	0.0	1.92	12.64	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.19	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.19	0.00	0.00
D	250.0	0.00	42.0	0.0	0.02	0.26	0.23	0.01
D	240.0	0.00	42.0	0.0	0.02	0.26	0.23	0.01
D	240.0	0.00	70.1	0.0	0.02	0.41	0.21	0.01
D	235.0	0.00	70.1	0.0	0.02	0.41	0.21	0.01
D	235.0	0.00	90.1	0.0	0.02	0.42	0.22	0.01
D	230.0	0.00	90.1	0.0	0.02	0.42	0.22	0.01
D	230.0	0.00	91.4	0.0	0.02	0.44	0.19	0.01
D	225.0	0.00	91.4	0.0	0.02	0.44	0.19	0.01
D	225.0	0.00	86.3	0.0	0.02	0.53	0.12	0.00
D	220.0	0.00	86.3	0.0	0.02	0.53	0.12	0.00
D	220.0	0.00	83.8	0.0	0.03	0.58	0.13	0.01
D	215.0	0.00	83.8	0.0	0.03	0.58	0.13	0.01
D	215.0	0.00	344.9	0.0	0.03	0.64	0.06	0.00
D	210.0	0.00	344.9	0.0	0.03	0.64	0.06	0.00
D	210.0	0.00	322.4	0.0	0.03	0.66	0.08	0.00
D	180.0	0.00	321.9	0.0	0.03	0.70	0.08	0.00
D	180.0	0.00	322.4	0.0	0.03	0.75	0.08	0.00
D	160.0	0.00	321.9	0.0	0.03	0.77	0.08	0.00
D	160.0	0.00	322.4	0.0	0.04	0.82	0.08	0.00
D	140.0	0.00	322.0	0.0	0.04	0.84	0.08	0.00
D	140.0	0.00	322.3	0.0	0.04	0.86	0.08	0.00
D	100.0	0.00	322.2	0.0	0.04	0.90	0.08	0.00
D	100.0	0.00	322.4	0.0	0.04	0.95	0.08	0.00
D	80.0	0.00	322.2	0.0	0.04	0.96	0.08	0.00
D	80.0	0.00	322.4	0.0	0.04	1.05	0.08	0.00
D	40.0	0.00	322.3	0.0	0.05	1.09	0.08	0.00
D	40.0	0.00	322.4	0.0	0.05	1.19	0.08	0.00
D	13.3	0.00	322.4	0.0	0.05	1.18	0.09	0.00
D	13.3	0.00	322.4	0.0	0.05	1.53	0.12	0.00
D	0.0	0.00	322.4	0.0	0.05	1.53	0.12	0.00

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	0.91 S	1.91 G	1.22 A	0.00 A
250.0	4.59 M	5.11 B	0.20 G	0.00 A
245.0	17.99 M	5.38 N	0.26 I	0.00 A
240.0	30.49 M	6.24 M	0.57 K	0.00 A
235.0	46.38 M	7.23 H	0.15 A	0.00 A
230.0	61.73 M	7.25 N	0.12 A	0.00 A
225.0	78.15 M	9.33 B	0.07 a	0.00 A
220.0	97.30 M	8.85 N	0.23 A	0.00 A
215.0	114.08 M	10.80 T	0.04 a	0.00 A
210.0			0.24 A	0.00 A

205.0	135.44 M	10.99 H	0.04 A	0.00 A
200.0	153.54 M	10.59 N	0.21 A	0.00 A
193.3	174.93 M	11.13 T	0.06 A	0.00 A
186.7	195.78 M	10.72 N	0.18 A	0.00 A
180.0	216.62 M	10.46 R	0.07 A	0.00 A
173.3	234.90 M	10.29 X	0.12 A	0.00 A
166.7	253.17 M	10.22 R	0.07 A	0.00 A
160.0	269.75 M	10.20 X	0.10 A	0.00 A
153.3	286.37 M	10.25 V	0.10 A	0.00 A
146.7	301.79 M	10.35 P	0.09 A	0.00 A
140.0	317.36 M	10.50 V	0.09 A	0.00 A
130.0	335.45 M	11.68 P	0.11 A	0.00 A
120.0	357.36 M	11.89 V	0.09 A	0.00 A
110.0	378.15 M	12.15 P	0.10 A	0.00 A
100.0	399.00 M	12.48 V	0.06 A	0.00 A
90.0	419.10 M	12.88 P	0.09 A	0.00 A
80.0	439.37 M	13.35 V	0.06 A	0.00 A
70.0	459.20 M	13.88 P	0.06 A	0.00 A
60.0	479.22 M	14.47 V	0.04 A	0.00 A
50.0	499.12 M	15.11 P	0.06 A	0.00 A
40.0	519.38 M	15.79 V	0.10 O	0.00 A
30.0	539.57 M	16.49 P	0.07 S	0.00 A
20.0	559.85 M	17.19 V	0.12 A	0.00 A
13.3	584.06 M	18.36 P	1.58 U	0.00 C
0.0	582.63 M	24.24 P	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-1.09 A	-1.89 A	-1.23 G	0.00 A
250.0	-9.13 G	-5.13 B	-0.19 M	0.00 A
245.0	-22.74 G	-5.47 B	-0.18 O	0.00 A
240.0	-37.09 G	-6.59 G	-0.51 U	0.00 A
235.0	-55.17 G	-7.11 N	-0.10 S	0.00 A
230.0	-71.29 G	-7.40 H	-0.11 S	0.00 A
225.0	-90.74 G	-9.35 B	-0.01 S	0.00 A
220.0	-110.57 G	-8.89 B	-0.20 S	0.00 A
215.0	-130.32 G	-10.95 G	-0.01 U	0.00 A
210.0	-153.20 G	-10.98 T	-0.21 S	0.00 A
205.0	-172.10 G	-10.65 H	-0.03 S	0.00 A
200.0	-194.62 G	-11.14 B	-0.18 S	0.00 A
193.3	-216.75 G	-10.77 H	-0.05 S	0.00 A
186.7	-238.96 G	-10.48 L	-0.16 S	0.00 A
180.0	-258.62 G	-10.33 F	-0.05 S	0.00 A
173.3	-278.39 G	-10.24 L	-0.11 S	0.00 A
166.7	-296.48 G	-10.23 F	-0.06 S	0.00 A
160.0	-314.71 G	-10.27 D	-0.09 S	0.00 A

153.3	-----			-0.08 S	0.00 A
	-331.81 G	-10.39 J			
146.7	-----			-0.08 S	0.00 A
	-349.12 G	-10.52 D			
140.0	-----			-0.08 S	0.00 A
	-369.49 G	-11.74 J			
130.0	-----			-0.10 S	0.00 A
	-394.38 G	-11.93 D			
120.0	-----			-0.07 S	0.00 A
	-418.16 G	-12.21 J			
110.0	-----			-0.09 S	0.00 A
	-442.09 G	-12.52 D			
100.0	-----			-0.05 S	0.00 A
	-465.36 G	-12.93 J			
90.0	-----			-0.08 S	0.00 A
	-488.95 G	-13.39 D			
80.0	-----			-0.05 S	0.00 A
	-512.36 G	-13.93 J			
70.0	-----			-0.05 S	0.00 A
	-536.27 G	-14.52 D			
60.0	-----			-0.04 S	0.00 A
	-560.09 G	-15.16 J			
50.0	-----			-0.06 S	0.00 A
	-584.30 G	-15.85 D			
40.0	-----			-0.10 I	0.00 A
	-608.81 G	-16.54 J			
30.0	-----			-0.08 A	0.00 A
	-633.71 G	-17.24 D			
20.0	-----			-0.11 S	0.00 A
	-662.30 G	-18.42 J			
13.3	-----			-1.86 C	0.00 S
	-664.19 G	-24.28 J			
0.0	-----			0.00 A	0.00 A

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	1.09	31.48	0.03	0.91	48.15	0.02
250.00	9.13	31.48	0.29	4.59	48.15	0.10
245.00	22.74	31.48	0.72	17.99	48.15	0.37
240.00	37.09	110.98	0.33	30.49	135.90	0.22
235.00	55.17	110.98	0.50	46.38	135.90	0.34
230.00	71.29	110.98	0.64	61.73	135.90	0.45
225.00	90.74	110.98	0.82	78.15	135.90	0.58
220.00	110.57	175.98	0.63	97.30	198.45	0.49
215.00	130.32	175.98	0.74	114.08	198.45	0.57
210.00	153.20	175.98	0.87	135.44	198.45	0.68
205.00	172.10	175.98	0.98	153.54	198.45	0.77
200.00	194.62	239.46	0.81	174.93	274.95	0.64
193.33	216.75	239.46	0.91	195.78	274.95	0.71
186.67	238.96	239.46	1.00	216.62	274.95	0.79
180.00	258.62	309.64	0.84	234.90	357.75	0.66
173.33	278.39	309.64	0.90	253.17	357.75	0.71
166.67	296.48	309.64	0.96	269.75	357.75	0.75
160.00	314.71	358.08	0.88	286.37	378.00	0.76
153.33	331.81	358.08	0.93	301.79	378.00	0.80
146.67	349.12	358.08	0.97	317.36	378.00	0.84
140.00	369.49	507.33	0.73	335.45	457.90	0.73
130.00	394.38	507.33	0.78	357.36	457.90	0.78
120.00	418.16	507.33	0.82	378.15	457.90	0.83
110.00	442.09	507.33	0.87	399.00	457.90	0.87
100.00	465.36	507.33	0.92	419.10	576.00	0.73
90.00	488.95	507.33	0.96	439.37	576.00	0.76
80.00	512.36	668.86	0.77	459.20	724.50	0.63
70.00						

60.00	536.27	668.86	0.80	479.22	724.50	0.66
50.00	560.09	621.06	0.90	499.12	656.10	0.76
40.00	584.30	621.06	0.94	519.38	656.10	0.79
30.00	608.81	818.52	0.74	539.57	865.80	0.62
20.00	633.71	818.52	0.77	559.85	865.80	0.65
13.33	662.30	844.46	0.78	584.06	865.80	0.67
0.00	664.19	844.46	0.79	582.63	865.80	0.67

FORCE/RESISTANCE RATIO IN DIAGONALS

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MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
255.00	1.89	7.16	0.26	1.91	7.16	0.27
250.00	5.13	7.16	0.72	5.11	7.16	0.71
245.00	5.47	7.16	0.76	5.38	7.16	0.75
240.00	6.59	10.74	0.61	6.24	10.74	0.58
235.00	7.11	10.74	0.66	7.23	10.74	0.67
230.00	7.40	10.74	0.69	7.25	10.74	0.67
225.00	9.35	10.74	0.87	9.33	10.74	0.87
220.00	8.89	13.03	0.68	8.85	13.03	0.68
215.00	10.95	13.03	0.84	10.80	13.03	0.83
210.00	10.98	13.03	0.84	10.99	13.03	0.84
205.00	10.65	13.03	0.82	10.59	13.03	0.81
200.00	11.14	13.00	0.86	11.13	13.00	0.86
193.33	10.77	13.00	0.83	10.72	13.00	0.82
186.67	10.48	13.00	0.81	10.46	13.00	0.80
180.00	10.33	13.34	0.77	10.29	13.34	0.77
173.33	10.24	13.34	0.77	10.22	13.34	0.77
166.67	10.23	13.34	0.77	10.20	13.34	0.76
160.00	10.27	13.61	0.75	10.25	13.61	0.75
153.33	10.39	13.61	0.76	10.35	13.61	0.76
146.67	10.52	13.61	0.77	10.50	13.61	0.77
140.00	11.74	15.01	0.78	11.68	15.01	0.78
130.00	11.93	15.01	0.79	11.89	15.01	0.79
120.00	12.21	12.53	0.97	12.15	12.53	0.97
110.00	12.52	12.53	1.00	12.48	12.53	1.00
100.00	12.93	15.77	0.82	12.88	15.77	0.82
90.00	13.39	15.77	0.85	13.35	15.77	0.85
80.00	13.93	16.62	0.84	13.88	16.62	0.83
70.00	14.52	16.62	0.87	14.47	16.62	0.87
60.00	15.16	17.72	0.86	15.11	17.72	0.85
50.00	15.85	17.72	0.89	15.79	17.72	0.89
40.00	16.54	18.63	0.89	16.49	18.63	0.89
30.00	17.24	18.63	0.93	17.19	18.63	0.92
20.00	18.42	35.60	0.52	18.36	35.60	0.52
13.33	24.28	43.74	0.56	24.24	43.74	0.55
0.00						

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

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NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
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255.0	1.213 G	-1.166 D	0.015 G	0.627 G	-0.603 D	0.035 L
250.0	1.159 G	-1.114 D	0.015 G	0.628 G	-0.604 D	0.035 L
245.0	1.103 G	-1.060 D	0.015 G	0.621 G	-0.597 D	0.034 L
240.0	1.048 G	-1.007 D	0.014 G	0.598 G	-0.576 D	0.033 L
235.0	0.996 G	-0.957 D	0.013 G	0.587 G	-0.565 D	0.031 L
230.0	0.944 G	-0.907 D	0.013 G	0.571 G	-0.549 D	0.030 L
225.0	0.894 G	-0.859 D	0.013 G	0.552 G	-0.531 D	0.029 L
220.0	0.845 G	-0.812 D	0.012 G	0.529 G	-0.508 D	0.027 L
215.0	0.799 G	-0.768 D	0.012 G	0.511 G	-0.491 D	0.026 L
210.0	0.754 G	-0.724 D	0.011 G	0.491 G	-0.472 D	0.025 L
205.0	0.711 G	-0.683 D	0.011 G	0.469 G	-0.451 D	0.024 L
200.0	0.669 G	-0.643 D	0.010 G	0.445 G	-0.428 D	0.022 L
193.3	0.618 G	-0.594 D	0.010 G	0.421 G	-0.405 D	0.021 L
186.7	0.569 G	-0.546 D	0.009 G	0.396 G	-0.380 D	0.020 L
180.0	0.523 G	-0.503 D	0.009 G	0.369 G	-0.355 D	0.019 H
173.3	0.480 G	-0.461 D	0.008 G	0.349 G	-0.335 D	0.018 H
166.7	0.439 G	-0.422 D	0.008 G	0.328 G	-0.315 D	0.018 H
160.0	0.401 G	-0.385 D	0.008 G	0.306 G	-0.295 D	0.017 H
153.3	0.365 G	-0.350 D	0.007 G	0.286 G	-0.275 D	0.016 H
146.7	0.332 G	-0.319 D	0.007 G	0.266 G	-0.255 D	0.015 H
140.0	0.301 G	-0.289 D	0.007 G	0.245 G	-0.235 D	0.014 H
130.0	0.259 G	-0.248 D	0.006 G	0.225 G	-0.216 D	0.013 H
120.0	0.220 G	-0.211 D	0.006 G	0.204 G	-0.196 D	0.012 H
110.0	0.184 G	-0.176 D	0.005 G	0.184 G	-0.177 D	0.011 H
100.0	0.152 G	-0.146 D	0.005 G	0.164 G	-0.157 D	0.010 H
90.0	0.123 G	-0.118 D	0.004 G	0.143 G	-0.137 D	0.008 H
80.0	0.098 G	-0.094 D	0.004 G	0.123 G	-0.118 D	0.007 H
70.0	0.077 G	-0.074 D	0.003 G	0.107 G	-0.102 D	0.006 H
60.0	0.058 G	-0.055 D	0.003 G	0.091 G	-0.087 D	0.005 H
50.0	0.042 G	-0.040 D	0.002 G	0.073 G	-0.070 D	0.004 H
40.0	0.029 G	-0.027 D	0.002 G	0.055 G	-0.053 D	0.003 H
30.0	0.016 G	0.015 J	0.001 A	0.041 G	-0.039 D	0.002 H
20.0	0.006 G	0.006 J	0.001 A	0.027 G	-0.026 D	0.001 H
13.3	0.003 G	0.002 J	0.001 A	0.018 G	-0.017 D	0.001 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	----- 0.26 G	0.66 G	0.42 A	0.00 A
250.0	----- 0.13 A	1.76 H	0.07 G	0.00 A
245.0	----- 4.73 A	1.83 B	0.11 I	0.00 A
240.0	----- 8.49 A	2.06 A	0.21 K	0.00 A
235.0	----- 13.31 A	2.52 H	0.07 A	0.00 A
230.0	----- 18.40 A	2.44 B	0.05 A	0.00 A
225.0	----- 23.12 A	3.20 B	0.03 A	0.00 A
220.0	----- 29.54 A	3.03 H	0.09 A	0.00 A
215.0	----- 34.41 A	3.67 B	0.02 C	0.00 A
210.0	----- 41.32 A	3.78 B	0.09 A	0.00 A
205.0	----- 47.36 A	3.62 B	0.02 A	0.00 A
200.0	----- 54.45 A	3.82 H	0.08 A	0.00 A
193.3	----- 61.34 A	3.67 B	0.03 A	0.00 A
186.7	----- 68.20 A	3.60 F	0.07 A	0.00 A
180.0	----- 74.20 A	3.54 F	0.03 A	0.00 A
173.3	----- 80.16 A	3.52 F	0.05 A	0.00 A
166.7	----- 85.57 A	3.51 L	0.03 A	0.00 A
160.0	----- 90.95 A	3.54 J	0.04 A	0.00 A
153.3	----- 95.92 A	3.57 D	0.04 A	0.00 A
146.7	----- 100.92 A	3.63 J	0.03 A	0.00 A
140.0	----- 106.69 A	4.02 D	0.04 A	0.00 A
130.0	----- 113.59 A	4.10 J	0.04 A	0.00 A
120.0	----- 120.13 A	4.18 D	0.03 A	0.00 A
110.0	----- 126.66 A	4.30 J	0.04 A	0.00 A
100.0	----- 132.96 A	4.44 D	0.02 A	0.00 A
90.0	----- 139.28 A	4.60 J	0.03 A	0.00 A
80.0	----- 145.36 A	4.78 D	0.03 A	0.00 A
70.0	----- -----	-----	0.02 A	0.00 A

60.0	151.43 A	4.98 J	0.02 A	0.00 A
50.0	157.46 A	5.20 D	0.02 A	0.00 A
40.0	163.60 A	5.43 J	0.03 C	0.00 A
30.0	169.62 A	5.67 J	0.02 G	0.00 A
20.0	175.57 A	5.90 J	0.05 A	0.00 A
13.3	183.07 A	6.30 D	0.51 I	0.00 C
0.0	181.49 A	8.33 D	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-0.42 A	-0.65 A	-0.43 G	0.00 A
250.0	-4.40 G	-1.78 B	-0.06 A	0.00 A
245.0	-9.12 G	-1.91 H	-0.04 C	0.00 A
240.0	-14.54 G	-2.35 G	-0.16 E	0.00 A
235.0	-21.32 G	-2.41 B	-0.02 G	0.00 A
230.0	-27.03 G	-2.59 B	-0.03 G	0.00 A
225.0	-34.51 G	-3.22 B	0.00 A	0.00 A
220.0	-41.45 G	-3.06 B	-0.06 G	0.00 A
215.0	-48.99 G	-3.78 G	0.00 A	0.00 A
210.0	-57.19 G	-3.77 B	-0.06 G	0.00 A
205.0	-63.84 G	-3.67 H	0.00 G	0.00 A
200.0	-71.79 G	-3.83 B	-0.05 G	0.00 A
193.3	-79.65 G	-3.72 H	-0.01 G	0.00 A
186.7	-87.56 G	-3.62 L	-0.05 G	0.00 A
180.0	-94.60 G	-3.57 F	-0.01 G	0.00 A
173.3	-101.71 G	-3.54 L	-0.03 G	0.00 A
166.7	-108.24 G	-3.55 F	-0.02 G	0.00 A
160.0	-114.83 G	-3.56 D	-0.03 G	0.00 A
153.3	-121.06 G	-3.60 J	-0.02 G	0.00 A
146.7	-127.36 G	-3.64 D	-0.02 G	0.00 A
140.0	-134.83 G	-4.08 J	-0.02 G	0.00 A
130.0	-143.99 G	-4.14 D	-0.03 G	0.00 A
120.0	-152.78 G	-4.24 J	-0.02 G	0.00 A
110.0	-161.65 G	-4.34 D	-0.03 G	0.00 A
100.0	-170.30 G	-4.48 J	-0.02 G	0.00 A
90.0	-179.05 G	-4.64 D	-0.02 G	0.00 A
80.0	-187.78 G	-4.83 J	-0.02 G	0.00 A
70.0	-196.76 G	-5.03 D	-0.02 G	0.00 A
60.0	-205.70 G	-5.25 J	-0.01 G	0.00 A
50.0	-214.78 G	-5.48 D	-0.02 G	0.00 A
40.0	-224.02 G	-5.71 J	-0.04 I	0.00 A
30.0	-233.47 G	-5.96 J	-0.03 A	0.00 A
20.0	-244.02 G	-6.36 J	-0.03 G	0.00 A
13.3	-245.60 G	-8.37 J	-0.67 C	0.00 J
0.0			0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

```

=====
-----LOAD-----COMPONENTS-----
NORTH      EAST      DOWN      UPLIFT      TOTAL
24.94 G    21.46 K    257.20 G  -190.18 A   24.94 G

```

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

```

=====
-----HORIZONTAL-----DOWN-----OVERTURNING-----TORSION
NORTH      EAST      TOTAL    NORTH      EAST      TOTAL    TOTAL
          @      0.0          NORTH      EAST      @      0.0          H
40.2      38.2      40.2    88.0      5722.6    -5478.8  5722.6    17.9
  G        J        G        A        G        D        G        H

```

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 255' S3TL Series HD1

Customer AT&T

Project Number 424084

Date 1/4/2019

Engineer KJT

Overall Loads:

Factored Moment (ft-kips)	16596.54
Factored Axial (kips)	277.21
Factored Shear (kips)	116.80

Individual Leg Loads:

Factored Uplift (kips)	610.00
Factored Download (kips)	696.00
Factored Shear (kips)	70.00

Tower eccentric from mat (ft)= 2.25

Width of Tower (ft)	29
Ultimate Bearing Pressure	5.00
Bearing Φ_s	0.75
Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	39
Thickness of Mat (ft)	1.75
Depth to Bottom of Slab (ft)	6.5
Bolt Circle Diameter (in)	18
Top of Concrete to Top of Bottom Threads (in)	72.625
Diameter of Pier (ft)	4
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.75
Quantity of Bars in Mat	70
Bar Diameter in Mat (in)	1.27
Area of Bars in Mat (in ²)	88.67
Spacing of Bars in Mat (in)	6.68
Quantity of Bars Pier	22
Bar Diameter in Pier (in)	1
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	9
Area of Bars in Pier (in ²)	17.28
Spacing of Bars in Pier (in)	5.69
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd ³)	105.91

Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00

Max. Factored Net Bearing Pressure (ksf) 3.60

Minimum Mat Width (ft) 35.67

Minimum Pier Diameter (ft)	2.83
Equivalent Square b (ft)	3.54

Recommended Spacing (in) 6 to 12

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

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	16.73
ϕv_c (ksi)	0.228
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.302
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228
Shear perimeter, b_o (in)	203.36
β_c	1

v_u (ksi)

0.226

Stability:

Overturning Design Strength (ft-k) **22320.8**

Factored Overturning Moment (ft-k)

17414.1

One-Way Shear:

ϕV_c (kips) **892.9**

V_u (kips)

729.8

Pier Design:

Design Tensile Strength (kips) **933.1**

T_u (kips)

610.0

ϕV_n (kips) **153.9**

V_u (kips)

70.0

$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$ **68.5**

V_s (kips) **100.5**

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

494.6

Maximum Spacing (in)

9.76

(Only if Shear Ties are Required)

Actual Hook Development (in)

15.46

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

10.67

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$ **272.8**

P_u (kips)

610.0

Pier Rebar Development Length (in) **58.63**

Required Length of Development (in)

29.24

Flexure in Slab:

ϕM_n (ft-kips) **6082.8**

M_u (ft-kips)

6009.1

a (in)

2.97

Steel Ratio

0.01133

β_1

0.825

Maximum Steel Ratio (ρ_t)

0.0197

Minimum Steel Ratio

0.0018

Rebar Development in Pad (in) **124.81**

Required Development in Pad (in)

19.13

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

EXHIBIT D
COMPETING UTILITIES, CORPORATIONS, OR PERSONS LIST

KY Public Service Commission

Master Utility Search

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

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

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

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

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

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

EXHIBIT E
FAA



Proposed Case for : 2018-ASO-28018-OE

For information only.
 This proposal has not yet been studied. Study outcomes will be posted at a later date.
 Public comments are not requested, and will not be considered at this time.

Overview

Study (ASN): 2018-ASO-28018-OE
Prior Study:
Status: Work In Progress

Received Date: 12/21/2018
Entered Date: 12/21/2018
Map: [View Map](#)

Construction Info

Notice Of: CONSTR
Duration: PERM (Months: 0 Days: 0)
Work Schedule:

Structure Summary

Structure Type: Antenna Tower
Structure Name: Smith Hollow - 13800691
FCC Number:

Structure Details

Latitude (NAD 83): 36° 40' 22.81" N
Longitude (NAD 83): 84° 16' 33.88" W
Datum: NAD 83
City: Williamsburg
State: KY
Nearest County: Whitley

Height and Elevation

	Proposed
Site Elevation:	1425
Structure Height:	270
Total Height (AMSL):	1695

Frequencies

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

EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION



APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

JURISDICTION

602 KAR 50:030

Section 1. The commission has zoning jurisdiction over that airspace over and around the public use and military airports within the Commonwealth which lies above the imaginary surface that extends outward and upward at one (1) of the following slopes:

- (1) 100 to one (1) for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each public use airport and military airport with at least one (1) runway 3,200 feet or more in length; or
- (2) fifty (50) to one (1) for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each public use and military airport with its longest runway less than 3,200 feet in length.

Section 2. The commission has zoning jurisdiction over the use of land and structures within public use airports within the state.

Section 3. The commission has jurisdiction from the ground upward within the limits of the primary and approach surfaces of each public use airport and military airport as depicted on airport zoning maps approved by the Kentucky Airport Zoning Commission.

Section 4. The Commission has jurisdiction over the airspace of the Commonwealth that exceeds 200 feet in height above the ground.

Section 5. The owner or person who has control over a structure which penetrates or will penetrate the airspace over which the Commission has Jurisdiction shall apply for a permit from the Commission in accordance with 602 KAR 50:090.

INSTRUCTIONS

1. "Alteration" means to increase or decrease the height of a structure or change the obstruction marking and lighting.
2. "Applicant" means the person who will own or have control over the completed structure.
3. "Certification by Applicant" shall be made by the individual who will own or control the completed structure; or a partner in a partnership; or the president or authorized officer of a corporation company, or association; or the authorized official of a body politic; or the legally designated representative of a trustee, receiver, or assignee.
4. Prepare the application and forward to the Kentucky Airport Zoning Commission, 421 Buttermilk Pike, Covington, KY 41017. For questions, telephone 859-341-2700.
5. The statutes applicable to the Kentucky Airport Commission are KRS 183.861 to 183.990 and the administrative regulations are 602 KAR Chapter 50.
6. When applicable, attach the following appendices to the application:

Appendix A. A 7.5 minute quadrangle topographical map prepared by the U.S. Geological Survey and the Kentucky Geological Survey with the exact location of the structure which is the subject of the application indicated thereon. (*The 7.5 minute quadrangle map may be obtained from the Kentucky Geological Survey, Department of Mines and Minerals, Lexington, KY 40506.*)

Appendix B. For structures on or very near to property of a public use airport, a copy of the airport layout drawing (ALP) with the exact location of the structure which is the subject of this application indicated thereon. (*The ALP may be obtained from the Chairperson of the local airport board or the Kentucky Airport Zoning Commission.*)

Appendix C. Copies of Federal Aviation Administration Applications (*FFA Form 7460-1*) or any orders issued by the manager, Air Traffic Division, FAA regional office.

Appendix D. If the applicant has indicated in item number 7 of the application that the structure will not be marked or lighted in accordance with the regulations of the Commission, the applicant shall attach a written request for a determination by the commission that the marking and lighting are not necessary. The applicant shall specifically state the reasons that the absence of marking and lighting will not impair the safety of air navigation.

Appendix E. The overall height in feet of the overhead transmission line or static wire above ground level or mean water level with span length 1,000 feet and over shall be depicted on a blueprint profile map.

PENALTIES

1. Persons failing to comply with the Airport Zoning Commission statutes and regulations are liable for a fine or imprisonment as set forth in KRS 183.990(3).
2. Applicants are cautioned: Noncompliance with Federal Aviation Administration Regulations may provide for further penalties.



KENTUCKY TRANSPORTATION CABINET
KENTUCKY AIRPORT ZONING COMMISSION

TC 55-2
Rev. 05/2017
Page 2 of 2

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name) John Monday		PHONE 855-699-7073	FAX 972-907-1131	KY AERONAUTICAL STUDY #	
ADDRESS (street) 3300 E. Renner Road, B3132		CITY Richardson		STATE TX	ZIP 75082
APPLICANT'S REPRESENTATIVE (name) Julie Kupperman		PHONE 561-460-2361	FAX N/A		
ADDRESS (street) 1975 Joe B. Jackson Pkwy.		CITY Murfreesboro		STATE TN	ZIP 37127
APPLICATION FOR <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing				WORK SCHEDULE	
DURATION <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days)				Start End	
TYPE <input type="checkbox"/> Crane <input type="checkbox"/> Building <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Power Line <input type="checkbox"/> Water Tank <input type="checkbox"/> Landfill <input type="checkbox"/> Other		MARKING/PAINTING/LIGHTING PREFERRED <input type="checkbox"/> Red Lights & Paint <input type="checkbox"/> White- medium intensity <input type="checkbox"/> White- high intensity <input checked="" type="checkbox"/> Dual- red & medium intensity white <input type="checkbox"/> Dual- red & high intensity white <input type="checkbox"/> Other			
LATITUDE 36°40'22.81"		LONGITUDE 84°16'33.88"		DATUM <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other	
NEAREST KENTUCKY City Williamsburg County Whitley		NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT Mc Creary County			
SITE ELEVATION (AMSL, feet) 1425		TOTAL STRUCTURE HEIGHT (AGL, feet) 270		CURRENT (FAA aeronautical study #) 2018-ASO-28018-OE	
OVERALL HEIGHT (site elevation plus total structure height, feet) 1695				PREVIOUS (FAA aeronautical study #) N/A	
DISTANCE (from nearest Kentucky public use or Military airport to structure) 5.72				PREVIOUS (KY aeronautical study #) N/A	
DIRECTION (from nearest Kentucky public use or Military airport to structure) East					
DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) 1A Attached					
DESCRIPTION OF PROPOSAL AT&T proposed to construct a 255' cell tower with a 15' lightning rod for an overall height of 270'.					
FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 12/21/18					
CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)					
PENALTIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)					
NAME Michelle Ward	TITLE Sr. Real Estate &	SIGNATURE 		DATE 1/31/19	
COMMISSION ACTION		<input type="checkbox"/> Chairperson, KAZC <input type="checkbox"/> Administrator, KAZC			
<input type="checkbox"/> Approved	SIGNATURE		DATE		
<input type="checkbox"/> Disapproved					

EXHIBIT G
GEOTECHNICAL REPORT



December 3, 2018

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

Subject: Prelim Geotechnical Investigation
Site Name: SMITH HOLLOW (KYL06072)
Site Address: W. Kentucky Highway 92, Williamsburg, KY 40769, Whitley County
Coordinates: N36° 40' 22.81", W84° 16' 33.88"
POD Project No. 18-32043

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 14, 2018. The Property is located in a steep forested area south of SR 92. The Property includes a proposed 100-foot by 100-foot lease area located in a steep forested area with a proposed approximate 2964-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a southern direction off SR 92, turning to the east toward 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





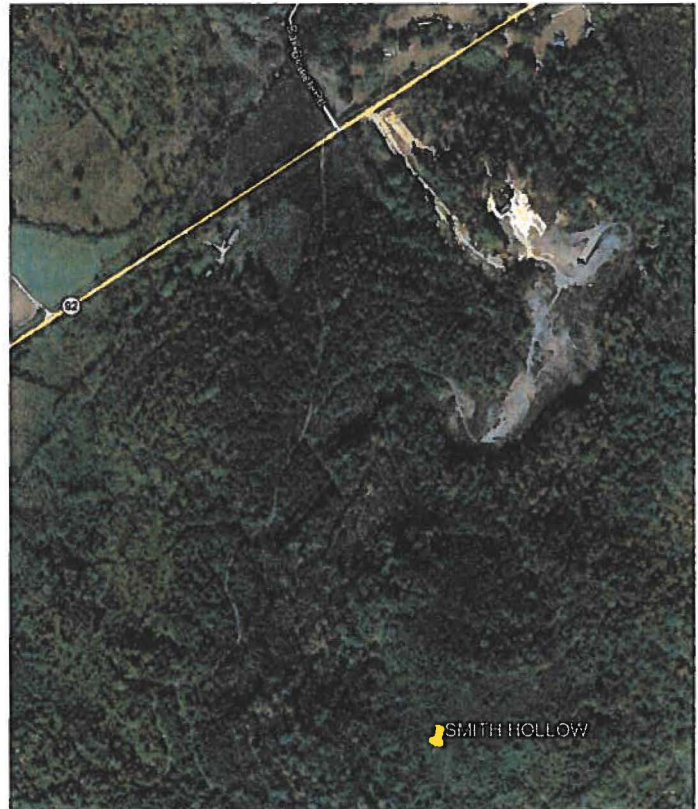
Preliminary Geotechnical Investigation

Site Name: SMITH HOLLOW (KYL06072)

Site Address: W. Kentucky Highway 92
Williamsburg, KY 0769
Whitley County

Coordinates: N36° 40' 22.81"
W84° 16' 33.88"

POD Project No. 18-32043



SUBMITTED TO:

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

PREPARED BY:

Power of Design
11490 Bluegrass Parkway
Louisville, KY 40299



December 3, 2018

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

Re: Subject: **Preliminary Geotechnical Investigation**
Site Name: SMITH HOLLOW (KYL06072)
Site Address: W. Kentucky Highway 92
Williamsburg, KY 40769
Whitley County
Coordinates: N36° 40' 22.81", W84° 16' 33.88"
POD Project No. 18-32043

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 11/14/18 of the Property. The Property is located in a steep forested area south of State Route 92. We understand that plans call for a new 255-foot tall Self-Support 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 a hill to the proposed tower location. The elevation at the proposed tower location is about 1425 feet AMSL.

The soil survey shows Bethesda and Fairpoint (9F) silt loams for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a very channery silt loam to a depth of approx. 6 inches, and very channery clay loam to approx. 65 inches. Anticipated bedrock approx. 80 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".

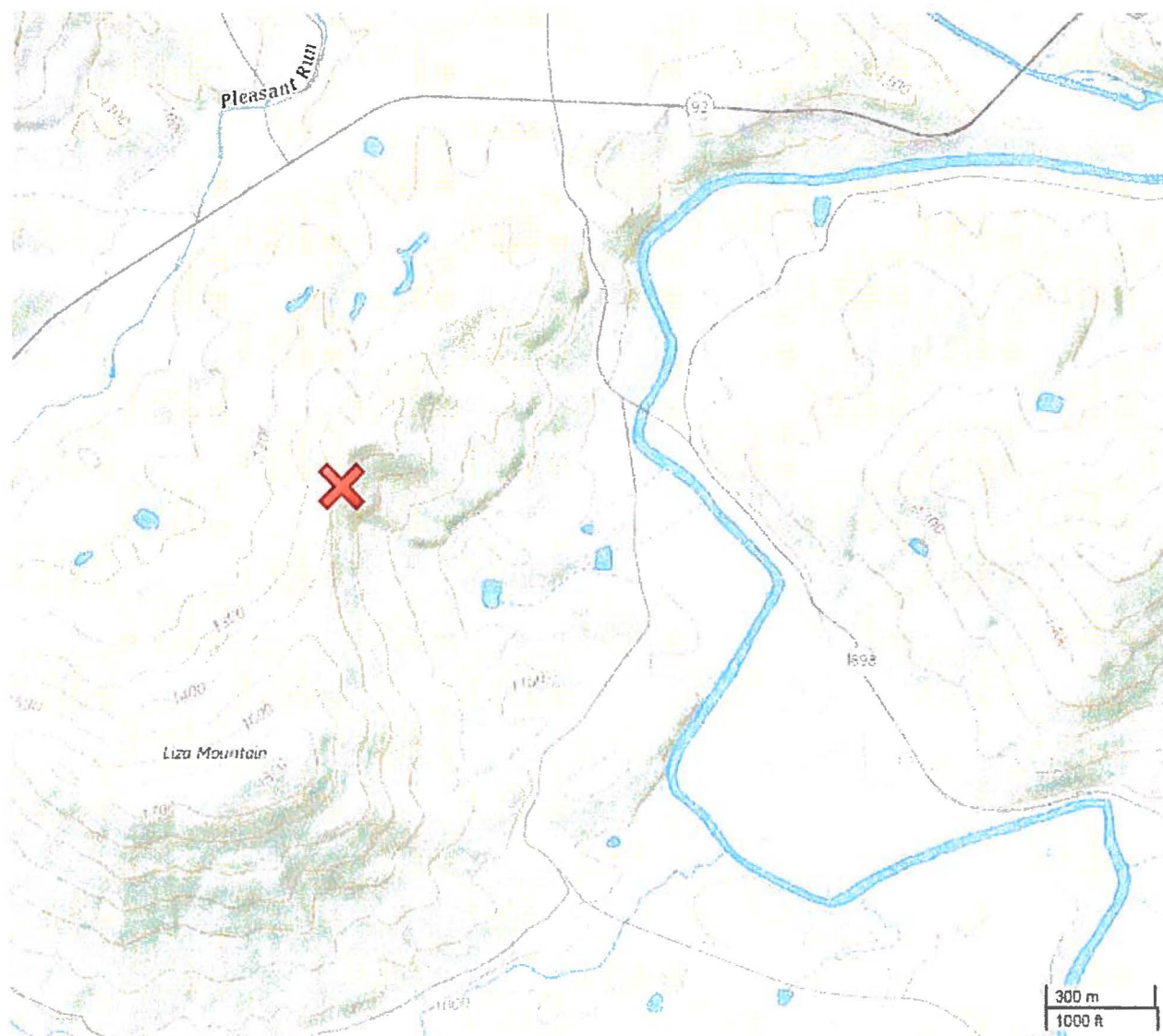
Mark Patterson, P.E.
Project Engineer
License No.: KY 16300



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




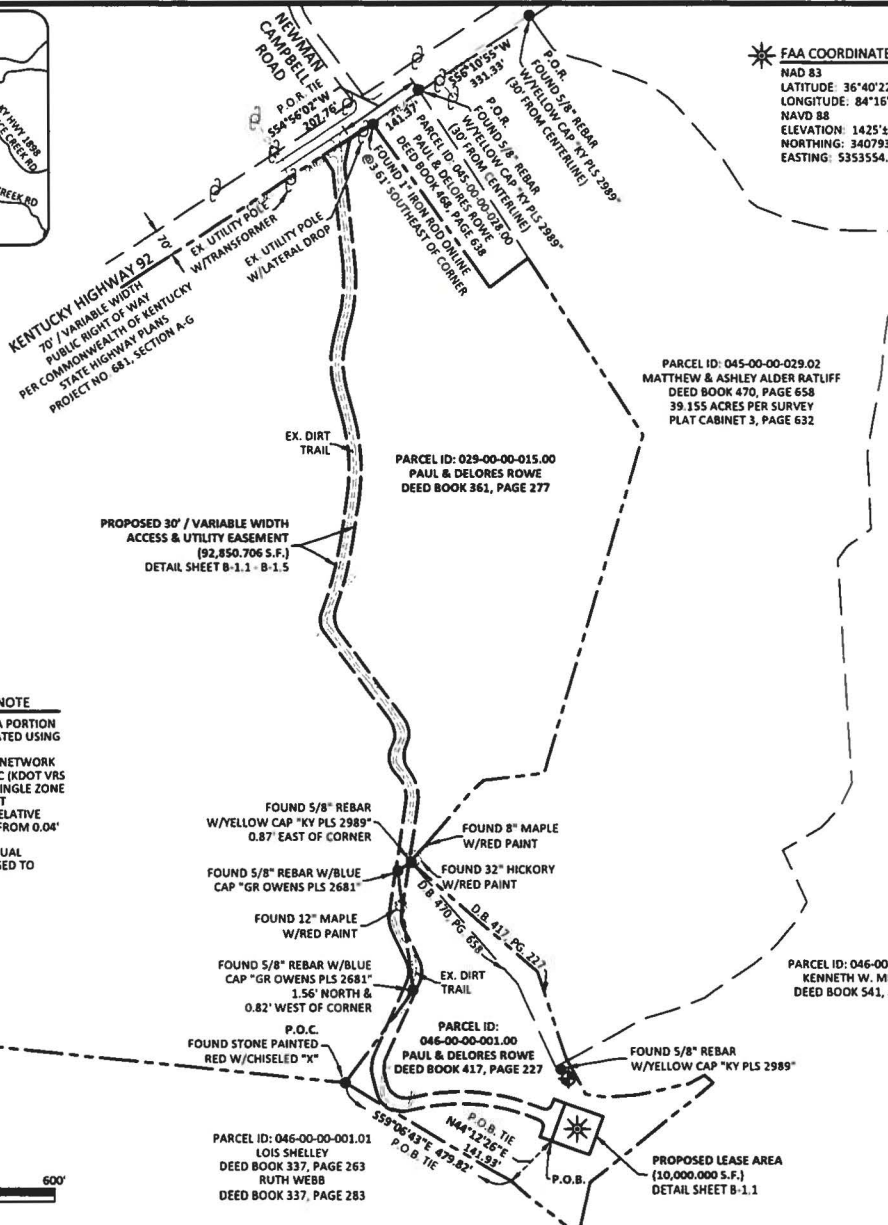
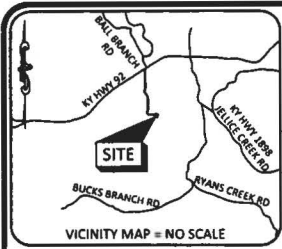
APPENDIX A
Topographic Map and Site Survey



Source: U.S. Geological Survey, 20160322, USGS US Topo 7.5-minute map for Hollyhill, KY
2016: USGS - National Geospatial Technical Operations Center (NGTOC).

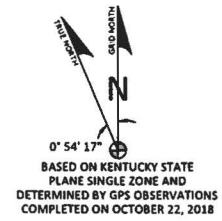
X = Proposed Site

	<p>Site Name: SMITH HOLLOW (KYL06072)</p> <p>Site Address: W. Kentucky Highway 92 Williamsburg, KY 40769 Whitley County</p> <p>Coordinates: N36° 40' 22.81" W84° 16' 33.88"</p>	<p>Figure 1: Site Location Plan</p>
---	--	---



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 36°40'22.81"
 LONGITUDE: 84°16'33.88"
 NAVD 88
 ELEVATION: 1425'± AMSL
 NORTHING: 3407933.616
 EASTING: 5353554.399

TEMPORARY BENCHMARK
 NORTHING: 3408081.801
 EASTING: 5353514.555
 ELEVATION: 1423.67'
 LOCATION: A FOUND 5/8" REBAR
 W/YELLOW CAP "KY PLS 2989"
 N06°45'W 84.7'± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.



GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENTS 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 0.09', FOR A PRECISION OF 1:53,077 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 EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0200E, DATED MARCH 16, 2015.

LEGEND

- UTILITY POLE
- SHEET — SHEET —
- POINT OF COMMENCEMENT
- POINT OF REFERENCE
- POINT OF BEGINNING
- EX. OVERHEAD ELECTRIC & TELEPHONE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE

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



Mark Patterson
 MARK PATTERSON, PLS #3136
 11/14/2018
 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 0.04' TO 0.08' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



PREPARED FOR:
MasTec



PREPARED FOR:
 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 22, 2018

SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:
 SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

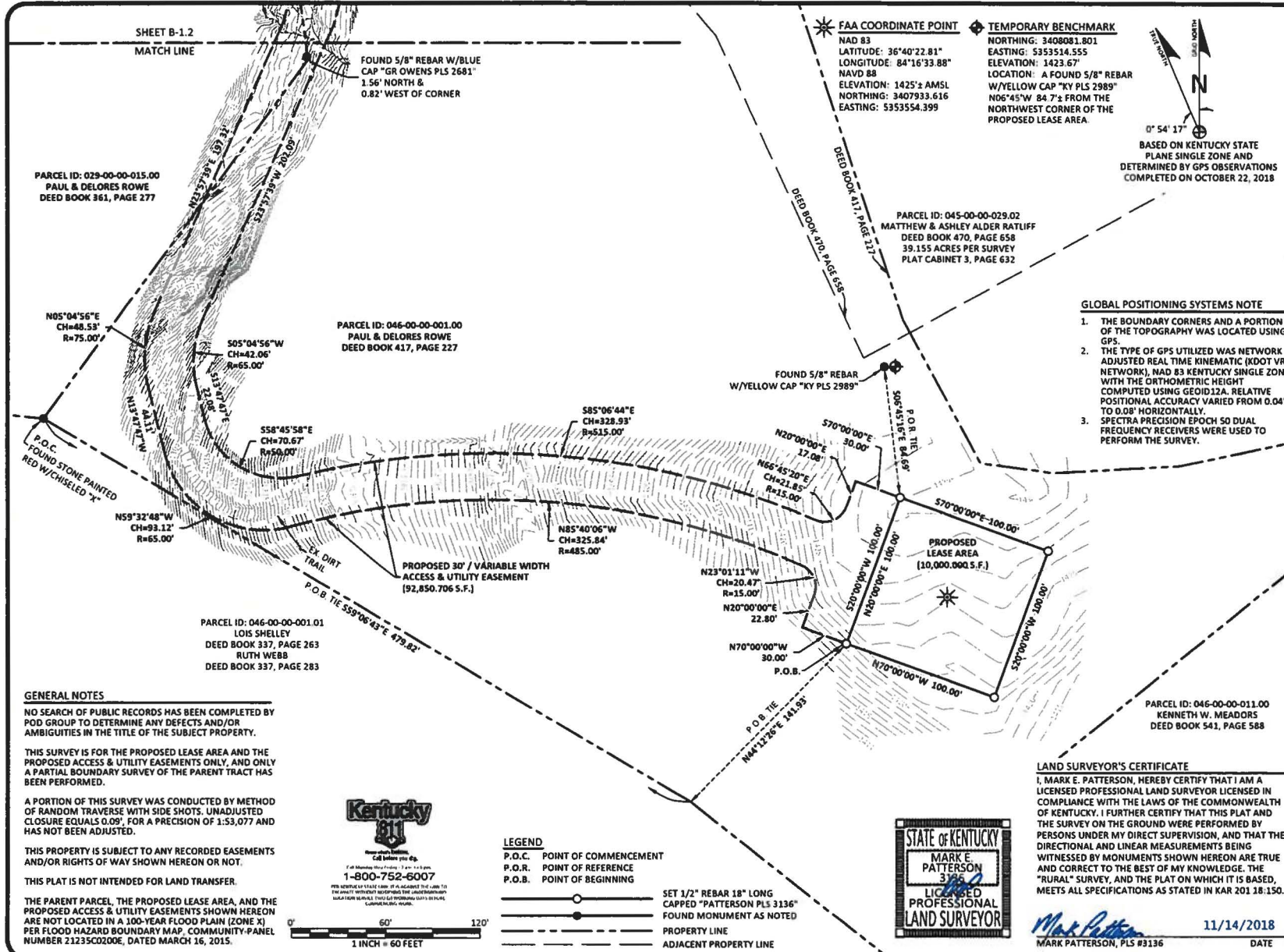
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DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

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

SHEET NUMBER: (8 pages)

B-1



PREPARED BY:
POD
POWER OF DESIGN
11490 BELMONT PARKWAY
LOUISVILLE, KY 40299
502 437 9252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
PAUL & DELORES ROWE
W. KENTUCKY HIGHWAY 92
WILLIAMSBURG, KY 40769
WHITLEY COUNTY

TAX PARCEL NUMBER:
029-00-00-015.00
046-00-00-001.00

PROPERTY OWNER:
PAUL & DELORES ROWE
9589 W. HIGHWAY 92
WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
DEED BOOK 361, PAGE 277
DEED BOOK 417, PAGE 227

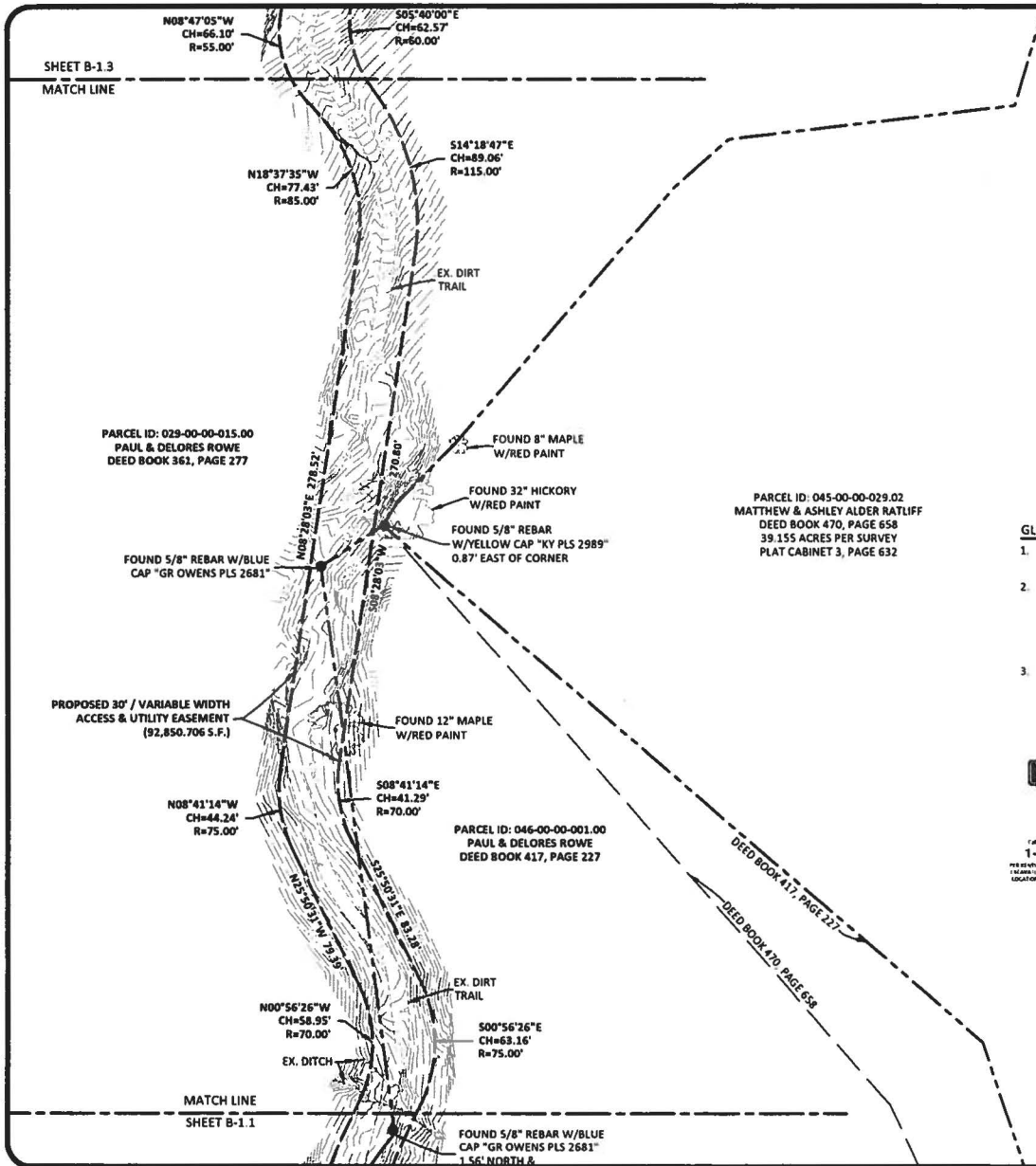
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KY06072

POD NUMBER: 18-28563

DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

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

SHEET NUMBER: (8 pages)
B-1.1



FAA COORDINATE POINT
NAD 83
LATITUDE: 36°40'22.81"
LONGITUDE: 84°16'33.88"
NAVD 88
ELEVATION: 1425.4 AMSL
NORTHING: 3407933.616
EASTING: 5353554.399

TEMPORARY BENCHMARK
NORTHING: 3408081.801
EASTING: 5353514.555
ELEVATION: 1423.67'
LOCATION: A FOUND 5/8" REBAR W/YELLOW CAP "KY PLS 2989" NOE 45°W 84.7' FROM THE NORTHWEST CORNER OF THE PROPOSED LEASE AREA.



GENERAL NOTES

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

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GLOBAL POSITIONING SYSTEMS NOTE

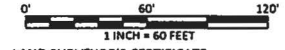
- THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
- THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.08' HORIZONTALLY.
- SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

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THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0200E, DATED MARCH 16, 2015.

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



LAND SURVEYOR'S CERTIFICATE

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



Mark Patterson
MARK PATTERSON, PLS #3136
11/14/2018
DATE

PREPARED BY:
POD
PRACTICE OF DESIGN
11400 BLUE GRASS PARKWAY
LOUISVILLE, KY 40299
402.437.9292

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
D	11.14.18	ISSUED AS FINAL

SITE INFORMATION:
SMITH HOLLOW
PAUL & DELORES ROWE
W. KENTUCKY HIGHWAY 92
WILLIAMSBURG, KY 40769
WHITLEY COUNTY

TAX PARCEL NUMBER:
029-00-00-015.00
046-00-00-001.00

PROPERTY OWNER:
PAUL & DELORES ROWE
9589 W. HIGHWAY 92
WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
DEED BOOK 361, PAGE 277
DEED BOOK 417, PAGE 227

SITE NUMBER:
KYLOG072

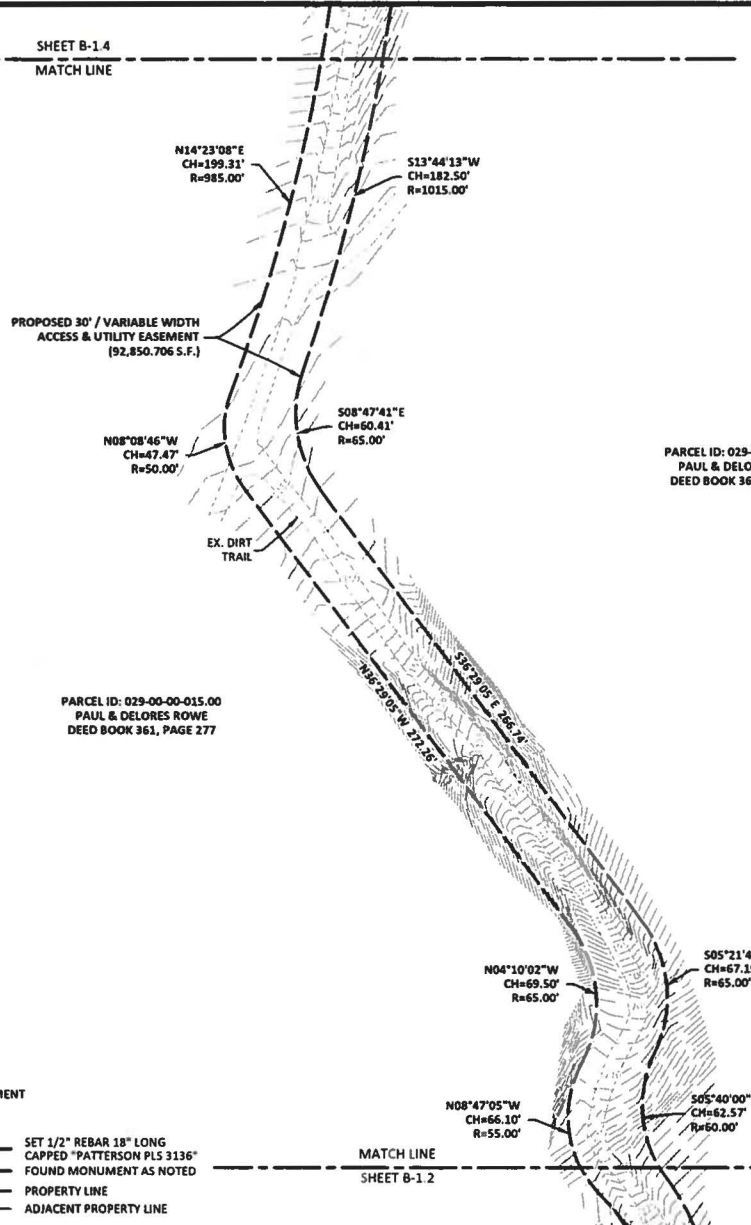
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CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

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

SHEET NUMBER: (8 pages)
B-1.2

SHEET B-1.4
MATCH LINE



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 36°40'22.81"
 LONGITUDE: 84°16'33.88"
 NAVD 88
 ELEVATION: 1425'± AMSL
 NORTHING: 3407933.616
 EASTING: 5353554.399

TEMPORARY BENCHMARK
 NORTHING: 3408081.801
 EASTING: 5353514.555
 ELEVATION: 1423.67'
 LOCATION: A FOUND 5/8" REBAR
 W/YELLOW CAP "KY PLS 2989"
 NO6°45'W 84.7'± FROM THE
 NORTHWEST CORNER OF THE
 PROPOSED LEASE AREA.



0° 54' 17"
 BASED ON KENTUCKY STATE
 PLANE SINGLE ZONE AND
 DETERMINED BY GPS OBSERVATIONS
 COMPLETED ON OCTOBER 22, 2018

PARCEL ID: 029-00-00-015.00
 PAUL & DELORES ROWE
 DEED BOOK 361, PAGE 277

PARCEL ID: 029-00-00-015.00
 PAUL & DELORES ROWE
 DEED BOOK 361, PAGE 277

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GLOBAL POSITIONING SYSTEMS NOTE

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2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.08' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



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Mark E. Patterson
 MARK PATTERSON, PLS #3136

11/14/2018
 DATE

PREPARED BY:

 13490 BELLEGLAIS PARKWAY
 LOUISVILLE, KY 40299
 502.417.9252

PREPARED FOR:

PREPARED FOR:

SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28563

DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

SHEET TITLE:

SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

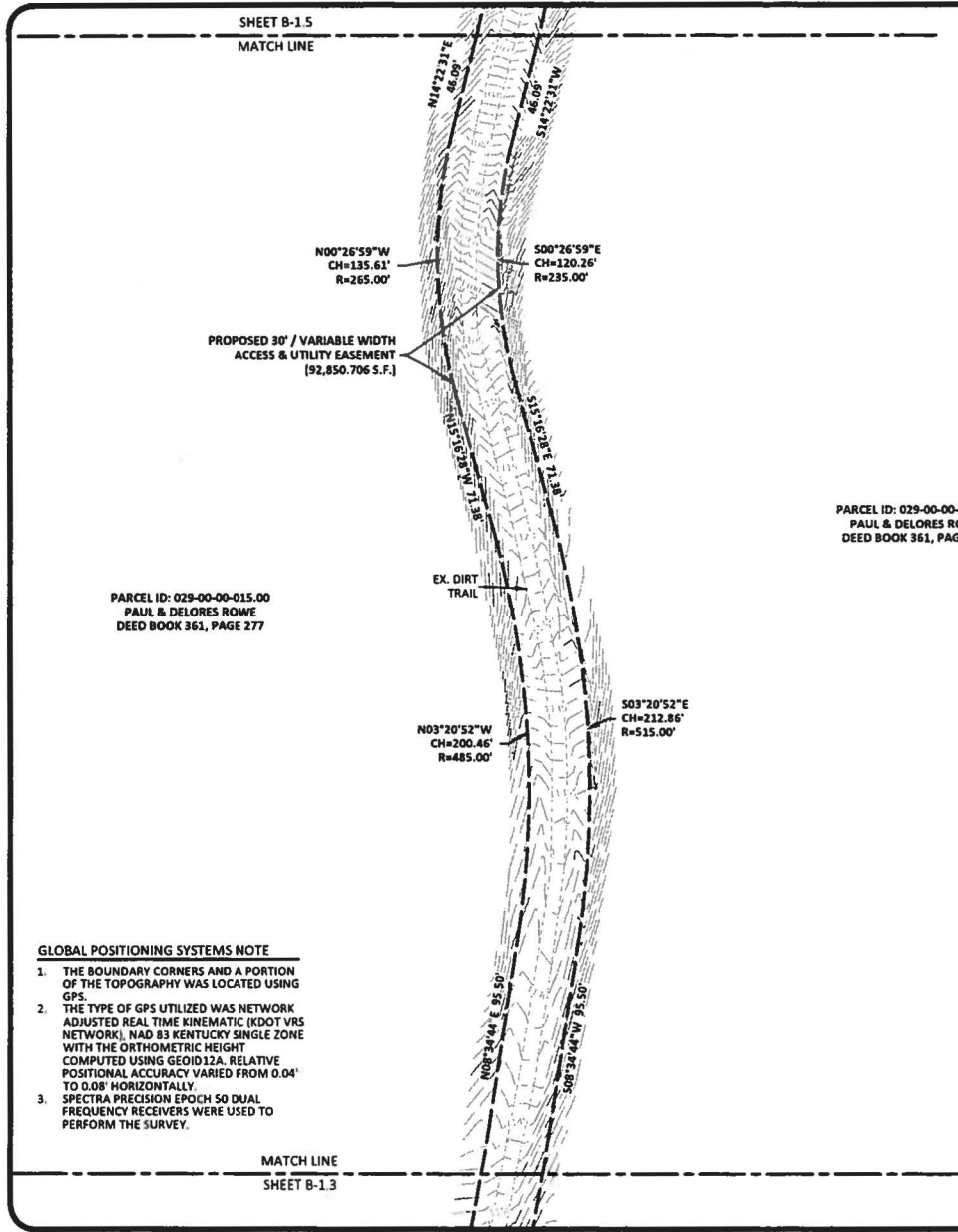
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B-1.3

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 P.O.R. POINT OF REFERENCE
 P.O.B. POINT OF BEGINNING

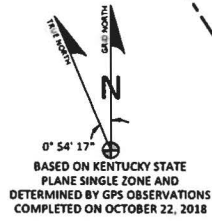
SET 1/2" REBAR 18" LONG
 CAPPED "PATTERSON PLS 3136"
 FOUND MONUMENT AS NOTED
 PROPERTY LINE
 ADJACENT PROPERTY LINE

MATCH LINE
 SHEET B-1.2



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 36°40'22.81"
 LONGITUDE: 84°16'33.88"
 NAVD 88
 ELEVATION: 1425± AMSL
 NORTHING: 3407933.616
 EASTING: 5353554.399

TEMPORARY BENCHMARK
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PARCEL ID: 029-00-00-015.00
 PAUL & DELORES ROWE
 DEED BOOK 361, PAGE 277

PARCEL ID: 029-00-00-015.00
 PAUL & DELORES ROWE
 DEED BOOK 361, PAGE 277

LEGEND

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



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 0.04' TO 0.08' HORIZONTALLY
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



Mark Patterson
 MARK PATTERSON, PLS #3136
 11/14/2018
 DATE



SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:
 SMITH HOLLOW
 PAUL & DELORES ROWE
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28563

DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

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

SHEET NUMBER: (8 pages)

B-1.4

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY AS DESCRIBED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00, 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 22, 2018.

COMMENCING AT A FOUND STONE, PAINTED RED WITH A CHISELED "X" AT THE SOUTHWESTERN MOST CORNER OF THE PARCEL CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00 AND BEING A COMMON CORNER TO THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 361, PAGE 277, PARCEL ID: 029-00-00-015.00; THENCE WITH THE SOUTH LINE OF SAID ROWE, DEED BOOK 417, PAGE 227, 559°06'43"E 479.82'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF SAID ROWE, DEED BOOK 417, PAGE 227, N44°12'26"E 141.93' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE N20°00'00"E 100.00' TO A SET IPC, FOR REFERENCE, SAID IPC IS 506°45'16"E 84.69' FROM A FOUND 5/8" REBAR WITH A YELLOW CAP STAMPED "KY PLS 2989"; THENCE 570°00'00"E 100.00' TO A SET IPC; THENCE 520°00'00"W 100.00' TO A SET IPC; THENCE N70°00'00"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 22, 2018.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN THE OFFICE OF THE CLERK OF WHITLEY COUNTY, KENTUCKY AS DESCRIBED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00 AND DEED BOOK 361, PAGE 277, PARCEL ID: 029-00-00-015.00, 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 22, 2018.

COMMENCING AT A FOUND STONE, PAINTED RED WITH A CHISELED "X" AT THE SOUTHWESTERN MOST CORNER OF THE PARCEL CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 417, PAGE 227, PARCEL ID: 046-00-00-001.00 AND BEING A COMMON CORNER TO THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 361, PAGE 277, PARCEL ID: 029-00-00-015.00; THENCE WITH THE SOUTH LINE OF SAID ROWE, DEED BOOK 417, PAGE 227, 559°06'43"E 479.82'; THENCE LEAVING SAID LINE AND TRAVERSING THE LAND OF SAID ROWE, DEED BOOK 417, PAGE 227, N44°12'26"E 141.93' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA, N70°00'00"W 30.00'; THENCE N20°00'00"E 22.80'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N23°01'11"W 20.47'; THENCE WITH THE CHORD OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 485.00', N85°40'06"W 325.84'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N59°32'48"W 93.12'; THENCE N13°47'47"W 44.11'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', N05°04'56"E 48.53'; THENCE N23°57'39"E 197.32'; CROSSING OVER ON THE PROPERTY OF ROWE, DEED BOOK 361, PAGE 277, THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00', N00°56'26"W 58.95'; THENCE N25°50'31"W 79.39'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', N08°41'14"W 44.24'; THENCE N08°28'03"E 278.52'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N18°37'35"W 77.43'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 55.00', N08°47'05"W 66.10'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 65.00', N04°10'02"W 69.50'; THENCE N36°29'05"W 272.26'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00', N08°08'46"W 47.47'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 985.00', N14°23'08"E 199.31'; THENCE N08°34'44"E 95.50'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 485.00', N03°20'52"W 200.46'; THENCE N15°16'28"W 71.38'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', N00°20'59"W 135.61'; THENCE N14°22'31"E 46.09'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 385.00', N04°13'25"E 135.71'; THENCE N05°55'40"W 235.04'; THENCE N32°23'26"W 45.00' TO THE SOUTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 92 AND THE NORTH BOUNDARY LINE OF ROWE, DEED BOOK 361, PAGE 277; THENCE ALONG SAID COMMON LINE, N56°27'41"E 80.15'; FOR REFERENCE SAID POINT BEING 554°56'02"W 207.76' FROM A FOUND 5/8" REBAR WITH A YELLOW CAP STAMPED "KY PLS 2989", BEING 30' FROM THE CENTERLINE OF SAID ROAD AND BEING THE COMMON CORNER TO THE PROPERTY CONVEYED TO PAUL & DELORES ROWE AS RECORDED IN DEED BOOK 468, PAGE 638 AND CORNER TO THE PROPERTY CONVEYED TO MATTHEW & ASHLEY ALDER RATLIFF AS RECORDED IN DEED BOOK 470, PAGE 658; THENCE LEAVING SAID RIGHT OF WAY AND CONTINUING ON THE PROPERTY OF SAID ROWE, DEED BOOK 361, PAGE 277, 511°09'16"W 71.40'; THENCE 505°55'40"E 244.22'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 415.00', S04°13'25"E 146.29'; THENCE S14°22'31"W 46.09'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', S00°26'59"E 120.26'; THENCE S15°16'28"W 71.38'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 515.00', S03°20'52"E 212.86'; THENCE S08°34'44"W 95.50'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1015.00', S13°44'13"W 182.50'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 65.00', S08°47'41"E 60.41'; THENCE S36°29'05"E 266.74'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', S05°21'44"E 67.19'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 60.00', S05°40'00"E 62.57'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S14°18'47"E 89.06'; THENCE S08°28'03"W 270.80'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00', S08°41'14"E 41.29'; THENCE S25°50'31"E 83.28'; CROSSING ONTO THE PROPERTY OF SAID ROWE, DEED BOOK 417, PAGE 227, THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', S00°56'26"E 63.16'; THENCE S23°57'39"W 202.09'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 65.00', S05°04'56"W 42.06'; THENCE S13°47'47"E 22.08'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', S58°45'58"E 70.67'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 515.00', S85°06'44"E 328.93'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N66°45'20"E 21.85'; THENCE N20°00'00"E 17.00'; THENCE 570°00'00"E 30.00' TO A SET IPC IN THE NORTHWEST CORNER OF SAID LEASE AREA, FOR REFERENCE SAID POINT BEING 506°45'16"E 84.69' FROM A FOUND 5/8" REBAR WITH A YELLOW CAP STAMPED "KY PLS 2989"; THENCE WITH SAID LEASE AREA, S20°00'00"W 100.00' TO THE POINT OF BEGINNING CONTAINING 92,850.706 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 22, 2018.

LEGAL DESCRIPTIONS



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 PLAN AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18:150.

Mark E. Patterson
MARK PATTERSON, PLS #3136

11/14/2018
DATE



SITE SURVEY

REV	DATE	DESCRIPTION
A	10.31.18	PRELIM ISSUE WITH TITLE
0	11.14.18	ISSUED AS FINAL

SITE INFORMATION:

SMITH HOLLOW
PAUL & DELORES ROWE
W. KENTUCKY HIGHWAY 92
WILLIAMSBURG, KY 40769
WHITLEY COUNTY

TAX PARCEL NUMBER:
029-00-00-015.00
046-00-00-001.00

PROPERTY OWNER:
PAUL & DELORES ROWE
958 W. HIGHWAY 92
WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
DEED BOOK 361, PAGE 277
DEED BOOK 417, PAGE 227

SITE NUMBER:
KYLOG672

POD NUMBER: 18-28563

DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 10.31.18

SHEET TITLE:

SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER: (8 pages)

B-1.6

REPORT OF TITLE - PARCEL 029-00-00-015.00 - DEED BOOK 361, PAGE 277

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. 60425-KY1805, REFERENCE NO. FA13800691-1, ISSUE DATE OF JULY 17, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- 1 TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID 069-00-00-005 0 - LAND ASSESSMENT \$152,000.00 - PERIOD 2017 - PAYMENT STATUS: PAID - TAX AMOUNT \$365.84 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2 MORTGAGES RETURNED HEREIN (1) MORTGAGE MADE BY DAVID HAMLET AND DIANA HAMLET, HUSBAND AND WIFE TO THE MORGANTOWN BANK & TRUST COMPANY, INC. IN THE SUM OF \$104,640.97 DATED AS OF 11/20/2015 RECORDED 11/30/2015 IN BOOK 258 PAGE 208 (MORTGAGE AS RECORDED IN BOOK 258, PAGE 208 AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A & B".)
3 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.)
4 RIGHTS OF TENANTS OR PERSON IN POSSESSION. (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
(OTHER FILED DOCUMENTS)
8 OIL AND GAS LEASE BETWEEN DAVID HAMLET AND DIANE HAMLET, HUSBAND AND WIFE AND JACKFORK LAND, INC. DATED 3/31/2015 RECORDED 1/19/2016 IN BOOK 62 PAGE 362 (LEASE AS RECORDED IN BOOK 62, PAGE 362 AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A & B".)

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 361, PAGE 277 (NOT FIELD SURVEYED)

TRACT 1: SITUATED ON THE WATERS OF PLEASANT RUN CREEK AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A SMALL WHITE OAK CORNER OF LOT NO. 2, RUNNING WITH THE LINE OF NO 2 N 23 W 30 POLES TO A STAKE IN THE OUTSIDE LINE OF THE 50 ACRE CORNER OF NO. 2; THENCE WITH THE LINE OF THE 50 ACRES 5 49 POLES TO A STAKE IN THE SAID LINE STANDING N 23 W 40 POLES FROM THE BLACK OAK MARKED CORNER THERE; THENCE S 23 W 40 POLES TO A BLACK OAK; THENCE S 40 E 48 POLES INCLUDING THE STORE HOUSE TO A STONE IN THE MIDDLE OF PLEASANT ROAD; THENCE SAME COURSE S 40 1/4 E 85 POLES TO A STAKE IN THE SOUTH BOUNDARY LINE OF THE 200 ACRE SURVEY; THENCE WITH THE LINE OF THE 200 ACRES TO THE SOUTHEAST CORNER OF SAME; THENCE WITH THE LINE OF A 50 ACRE SURVEY OF STEPHENS TO A STAKE IN SAID LINES CORNER OF NO. 2 AND WITH THE LINE OF NO. 2 TO THE BEGINNING.

TRACT 2: SITUATED ON THE WATERS OF PLEASANT RUN CREEK, BOUNDED AND DESCRIBED THUS: BEGINNING AT A STONE IN THE MIDDLE OF THE ROAD OPPOSITE A SMALL BLACK OAK STANDING AT THE CORNER OF THE OLD BLACKSMITH SHOP, RUNNING THENCE N 40 W 50 POLES TO A STAKE; THENCE N 23 W 30 POLES TO A STAKE; THENCE N 23 W 30 POLES TO A STAKE IN THE NORTH BOUNDARY LINE OF STEPHENS LANDS; THENCE WITH THE OLD LINE TO A STAKE IN THE SAID LINE CORNER OF NO. 3; THENCE WITH LINE OF NO. 3 23 E 40 POLES TO THE BLACK CORNER; THENCE S 40 1/4 E 38 POLES PASSING THE STORE HOUSE TO THE STONE IN THE ROAD; THENCE SAME COURSE 85 POLES TO A STAKE CORNER OF NO 3 IN THE LINE OF THE 200 ACRE TRACT; THENCE LEAVING NO 3 AND RUNNING WITH 200 ACRE LINE UNTIL A LINE N 40 W WILL STRIKE THE BEGINNING CORNER STONE IN THE ROAD.

TRACT 3: SITUATED ON THE WATERS PLEASANT RUN CREEK, BOUNDED AND DESCRIBED THUS: BEGINNING AT A WHITE OAK ON THE NORTH SIDE OF THE COUNTY ROAD OPPOSITE THE OLD MILL SITE, THENCE S 35 1/2 E 53 POLES TO A STAKE AND STONE; THENCE S 1 1/2 W 78 POLES TO A STAKE; THENCE S 48 W 10 POLES TO A STAKE AND DOGWOOD; THENCE N 41 W 60 POLES TO A MAPLE; THENCE N 59 1/2 E 38 POLES TO A STAKE IN A FIELD; THENCE N 29 W 54 POLES TO A STAKE IN THE COUNTY ROAD; THENCE N 43 E 20 POLES WITH THE ROAD, WHEN REDUCED TO A STRAIGHT LINE TO THE BEGINNING.

AND IN ADDITION TO THE FOREGOING, THE FIRST PARTIES SELL AND CONVEY UNTO THE SECOND PARTY ALL THEIR CLAIM, RIGHT, TITLE AND INTEREST IN AND TO THAT PARCEL OF LAND WHICH WAS CONVEYED TO GEORGE MEADORS BY DEED FROM J.J. WILSON ET AL., DATED OCTOBER 5, 1931, OF RECORD IN DEED BOOK, PAGE, OF THE WHITLEY COUNTY COURT CLERK'S OFFICE (DEED NOT RECORDED), WHICH TRACT OF LAND IS DESCRIBED THUS: A CERTAIN PARCEL OF LAND SITUATED ON THE WATERS OF JELICO CREEK IN WHAT IS CALLED WHITE MOUNTAIN IN WHITLEY COUNTY, KENTUCKY, BOUNDED ON THE EAST BY THE LAND OF K.C. TAYLOR, ON THE NORTH BY THE LAND OF K.C. TAYLOR, ON THE SOUTH BY LAND OF G.W. MEADORS AND ON THE WEST BY THE LAND OF JESS WHITE, SAME BEING 40 ACRES MORE OR LESS.

TRACT 4: SITUATED IN WHITLEY COUNTY, KENTUCKY ON PLEASANT RUN CREEK AND BOUNDED AS THUS: BEGINNING ON A WATER BIRCH AND WILLOW AT THE END OF A CROSS FENCE NEAR THE BANK OF PLEASANT RUN CREEK; THENCE N 40 W 90 1/2 POLES TO A CHESTNUT OAK AND ASH AT A DRAIN IN THE LINE OF A 50 ACRE SURVEY IN THE NAME OF SOLOMON STEPHENS, THENCE WITH THE LINE OF SAID SURVEY S 33 W 39 POLES TO A STAKE AND HICKORY; THENCE S 23 E 39 POLES TO A WHITE OAK THE BEGINNING CORNER OF THE COMMISSIONERS DEED S 41 E 46 POLES TO A STAKE AND STONE IN THE MIDDLE OF THE COUNTY ROAD; THENCE N 58 E 10 POLES, N 43 E 10 POLES, N 55 E 8 POLES TO A STAKE IN THE MIDDLE OF THE ROAD, 1 POLE NORTH OF A SMALL BLACK OAK ON THE NORTH BANK OF PLEASANT RUN CREEK; THENCE S 45 E 39 POLES TO A SMALL MAPLE IN SAID LINE, THENCE N 58 1/2 E 38 POLES TO A STAKE IN THE FIELD; THENCE N 29 W 54 POLES TO A STAKE AT THE EDGE OF THE COUNTY ROAD; THENCE S 46 W CROSSING THE CREEK 26 1/2 POLES TO THE BEGINNING.

THERE IS ONLY CONVEYED BY THIS DEED ALL THE LAND EMBRACED IN TRACTS 1, 2, 3, AND 4 (AND SO NUMBERED) HEREIN/BEFORE DESCRIBED, WHICH LIES ON THE EAST SIDE OF A LINE DRAWN ACROSS OR THROUGH THE FORESAID TRACTS 1,2,3, AND 4 (AND SO NUMBERED) WHICH LINE IS DESCRIBED THUS:

BEGINNING AT A WHITE OAK ON LINE OF COMPANY (FAIRDALE COAL CO.) AND IN LINE OF THE PROPERTY ABOVE DESCRIBED; THENCE N 82 50 W 1284 FT. TO A MARKED PERSISSIMON; THENCE 41 25 W 866 FT. TO A CONCRETE POST AT KENTUCKY HIGHWAY 92; THENCE N 62 30 E 373 FT. TO CORNER OF A CULVERT ON KY. 92, THENCE STRAIGHT ACROSS SAID HIGHWAY A DISTANCE OF 75 FT. TO A CONCRETE POST, THENCE UP THE BRANCH 419 FT. TO A MARKED WILLOW; THENCE NORTHEASTWARDLY 115.5 FT. TO A CONCRETE POST; THENCE N 48 10 E 3100 FT. TO A HICKORY ON THE SIDE OF THE HILL GEORGE CRISILLUS LINE AND OUTSIDE LINE OF BOUNDARY DESCRIBED IN TRACTS (OR PARCELS) 1, 2, 3, AND 4. THE INTENTION HERETOFORE IS TO CONVEY THE UNDIVIDED ONE ALL THAT PROPERTY WHICH LIES ON THE EAST SIDE OF THE LINE LAST ABOVE DESCRIBED, AND IT IS THE INTENTION OF FIRST PARTIES TO CONVEY TO SECOND PARTIES THAT PARCEL DESCRIBED IN BETWEEN TRACTS 3 AND 4, ACROSS WHICH SAID LINE DOES NOT RUN.

REPORT OF TITLE - PARCEL 046-00-00-001.00 - DEED BOOK 417, PAGE 227

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. 60425-KY1805-5030, REFERENCE NO. FA13800691, ISSUE DATE OF AUGUST 21, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

- 1 TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID 046-00-00-001.1 - LAND ASSESSMENT \$3,000.00 - PERIOD :2017 - PAYMENT STATUS: PAID TAX AMOUNT \$23.61 (NOT A LAND SURVEYING MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2 MORTGAGES RETURNED HEREIN (-0-). NONE WITHIN PERIOD SEARCHED.
3 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.)
4 RIGHTS OF TENANTS OR PERSON IN POSSESSION. (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

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 417, PAGE 227 (NOT FIELD SURVEYED)

TRACT 1888Y

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN WHITLEY COUNTY, KENTUCKY, SITUATED APPROXIMATELY NINE (9) MILES SOUTHWEST OF WILLIAMSBURG, KENTUCKY, ON THE WATERS OF PLEASANT RUN OF JELICO CREEK, A TRIBUTARY OF CUMBERLAND RIVER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL BEARINGS IN THIS DESCRIPTION ARE REFERRED TO THE TRUE MERIDIAN AND ALL DISTANCES ARE EXPRESSED IN FEET.

BEGINNING AT CORNER 1, COMMON TO BEN CHINN, W. E. MOSES AND PETE MANNING PARCELS, A STANDARD F.S. CONCRETE POST WITH A BRASS TABLET STAMPED 3313, NEAR FENCE AND ON TOP OF RIDGE WITNESSED BY MAPLE AND GUM BEARING TREES SCRIBED BY 64-20 WHICH BEAR N15°W, 4 62 FEET AND N76° E, 6.60 FEET, RESPECTIVELY. THENCE TWO (2) LINES WITH BEN CHINN PARCEL, (1) SOUTH 49°30' WEST, 394.07 FEET TO CORNER 2, A BLACK OAK WITH OLD MARKS SCRIBED FS 64-21, WHICH BEARS N13°W, 38.28 FEET (2) SOUTH 13°30' WEST, 132.00 FEET TO CORNER 3, COMMON TO PETE CHINN AND W. L. SHEPARD PARCELS, A POINT IN A TRAIL, ON RIDGE WITNESSED BY TRIPLE MAPLE AND SOURWOOD BEARING TREES SCRIBED BY 64-50, WHICH BEARS N02°E, 10.56 FEET AND N32°W, 15.18 FEET, RESPECTIVELY. THENCE FOUR (4) LINES WITH W. L. SHEPARD PARCEL, (1) NORTH 51°00' WEST, 211.86 FEET TO CORNER 4, A WHITE OAK SCRIBED P.S. 64-51, AT CORNER OF FENCE WITNESSED BY A WHITE OAK SCRIBED BY 64-51, WHICH BEARS N23°E, 14.52 FEET (2) NORTH 58°30' WEST, 479.82 FEET TO CORNER 5, A SET STONE WITH A CROSS (X) THEREON, AT CORNER OF FENCE WITNESSED BY SOURWOOD AND BLACK OAK BEARING TREES SCRIBED BY 64-53 (3) NORTH 35°45' EAST, 285.12 FEET TO CORNER 6, A WHITE OAK STUMP WITH A SET STONE ALONGSIDE MARKED WITH A CROSS (X) THEREON, AT CORNER OF FENCE WITNESSED BY TWO (2) HICKORY BEARING TREES SCRIBED BY 64-24 FEET. (4) NORTH 05°30' WEST, 280.50 FEET TO CORNER 7, COMMON TO W. L. SHEPARD AND GEORGE MEADORS PARCELS, A WHITE OAK WITH OLD MARKS SCRIBED FS 64-26, AT CORNER OF FENCE WITNESSED BY MAPLE AND BLACK OAK BEARING TREES SCRIBED BY 64-26. THENCE WITH GEORGE MEADORS PARCEL, NORTH 48°00' EAST, 40.92 FEET TO CORNER 8, COMMON TO GEORGE MEADORS AND PETE MANNING PARCELS, A BLACK OAK WITH OLD MARKS SCRIBED FS 64-30, NEAR CORNER OF FENCE WITNESSED BY POPLAR AND BLACK GUM BEARING TREES SCRIBED BY 64-36. THENCE EIGHT (8) LINES WITH PETE MANNING PARCEL, (1) SOUTH 50°00' EAST, 405.24 FEET TO CORNER 9, A BLACK OAK WITH OLD MARKS SCRIBED FS 64-34, IN FENCE AND ON TOP OF SPUR RIDGE WITNESSED BY TWO (2) CHESTNUT OAK BEARING TREES SCRIBED BY 64-34. (2) SOUTH 17°30' EAST, 226.38 FEET TO CORNER 10, A DOWN BLACK OAK WITH OLD MARKS AND WITH A SET STONE MARKED WITH A CROSS (X) THEREON ALONGSIDE, IN FENCE AND ON TOP OF RIDGE WITNESSED BY HICKORY AND WHITE OAK BEARING TREES SCRIBED BY 64-32. (3) SOUTH 27°30' EAST, 304.28 FEET TO CORNER 11, A WHITE OAK WITH OLD MARKS SCRIBED F.S. 64-31, AT CORNER OF FENCE ON TOP OF RIDGE WITNESSED BY TWO (2) HICKORY BEARING TREES SCRIBED BY 64-31. (4) SOUTH 81°30' EAST, 46.20 FEET TO CORNER 12, A SET STONE WITH A CROSS (X) THEREON, SOUTH OF FENCE AND NEAR TOP OF RIDGE WITNESSED BY CHESTNUT OAK AND MAPLE BEARING TREES SCRIBED BY 64-30. (5) NORTH 87°30' EAST, 80.52 FEET TO CORNER 13, A SET STONE MARKED WITH A CROSS (X) THEREON, SOUTH OF FENCE AND TOP OF SAID RIDGE WITNESSED BY POST OAK AND HICKORY BEARING TREES SCRIBED BY 64-29. (6) NORTH 78°30' EAST, 132.00 FEET TO CORNER 14, A SET STONE WITH A CROSS (X) THEREON, SOUTH OF FENCE, IN NORTH EDGE OF ROAD AND ON TOP OF RIDGE WITNESSED BY TWO (2) BLACK OAK BEARING TREES SCRIBED BY 64-28. (7) NORTH 62°30' EAST, 44.88 FEET TO CORNER 15, A SET STONE WITH A CROSS (X) THEREON, SOUTH OF FENCE AND ON TOP OF RIDGE WITNESSED BY TWO (2) WHITE OAK BEARING TREES SCRIBED BY 64-27. (8) SOUTH 48°30' EAST, 28.38 FEET TO CORNER 1, THE PLACE OF THE BEGINNING, CONTAINING 7.15 ACRES, BE THE SAME MORE OR LESS. THE ABOVE-DESCRIBED TRACT WAS SURVEYED BY U.S.F.S IN 1939; THEREFORE, THE CORNERS AND PROPERTY OWNERS AS MENTIONED ABOVE ARE THE SAME AS CALLED FOR IN SAID SURVEY. ALSO THE ABOVE-DESCRIBED TRACT IS THE SAME TRACT DESCRIBED AS TRACT 1888Y IN A CERTAIN DEED CONVEYED TO UNITED STATES OF AMERICA BY JOHN V. LEMOYNE ESTATE, RECORDED ON MARCH 15, 1941, IN DEED BOOK 146, AT PAGE 375, IN THE RECORDS OF WHITLEY COUNTY, KENTUCKY.

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 PLAN AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAN ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201:18-150.



Mark E. Patterson
MARK PATTERSON, PLS #3136

11/14/2018
DATE



SITE SURVEY

Table with 3 columns: REV, DATE, DESCRIPTION. Row 1: A, 10.31.18, PRELIM ISSUE WITH TITLE. Row 2: O, 11.14.18, ISSUED AS FINAL.

SITE INFORMATION: SMITH HOLLOW PAUL & DELORES ROWE W. KENTUCKY HIGHWAY 92 WILLIAMSBURG, KY 40769 WHITLEY COUNTY TAX PARCEL NUMBER: 029-00-00-015.00 046-00-00-001.00 PROPERTY OWNER: PAUL & DELORES ROWE 9589 W. HIGHWAY 92 WILLIAMSBURG, KY 40769 SOURCE OF TITLE: DEED BOOK 361, PAGE 277 DEED BOOK 417, PAGE 227

SITE NUMBER: KYLO6072

POD NUMBER: 18-28563 DRAWN BY: DAP CHECKED BY: MEP SURVEY DATE: 10.19.18 PLAT DATE: 10.31.18

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

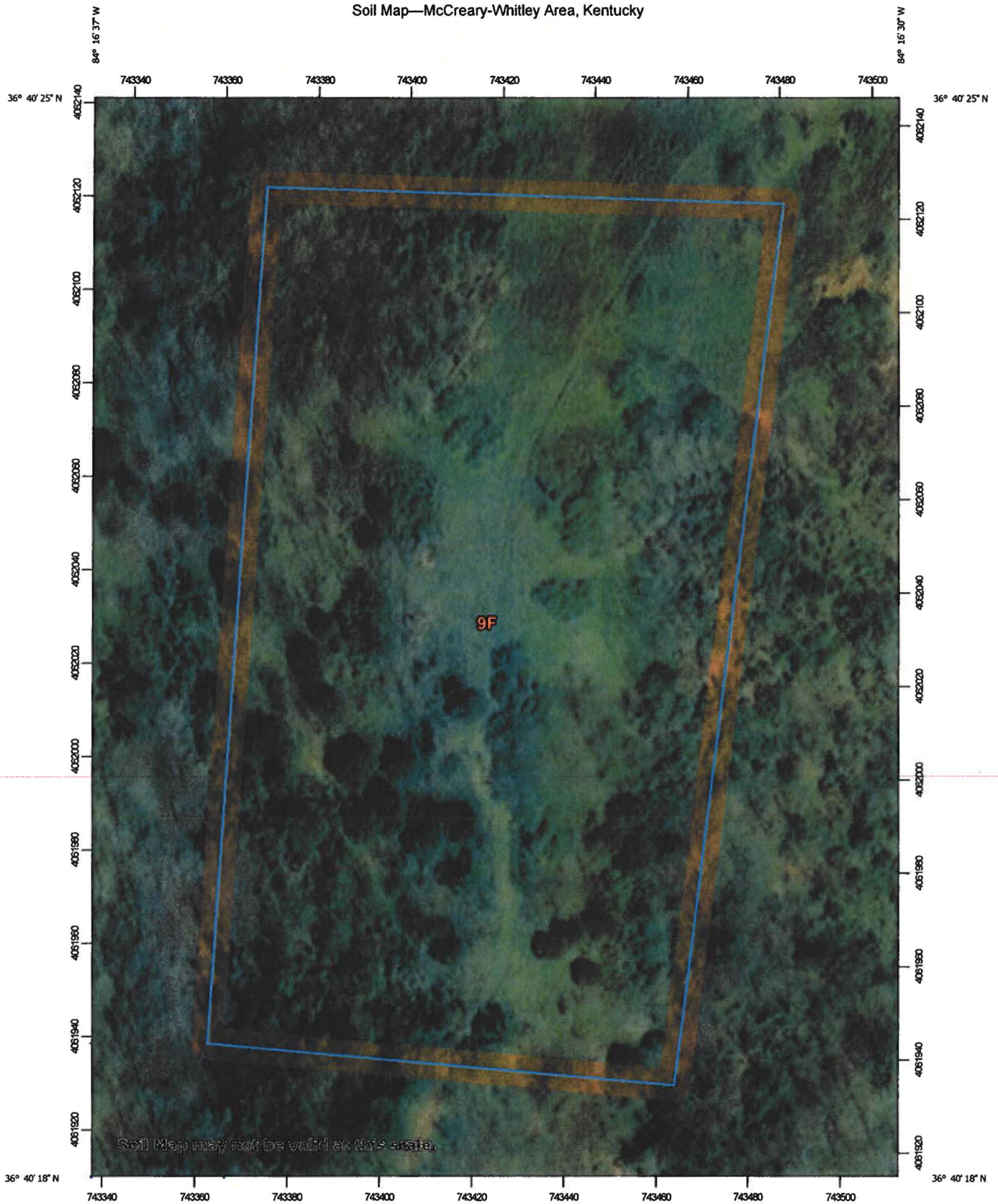
SHEET NUMBER: (8 pages) B-1.7



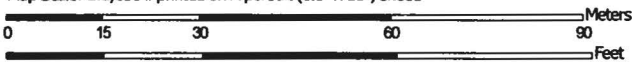
APPENDIX B

Soil Survey and Soil Descriptions

Soil Map—McCreary-Whitley Area, Kentucky



Map Scale: 1:1,130 if printed on A portrait (8.5" x 11") sheet.







































Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84



Soil Map—McCreary-Whitley Area, Kentucky

MAP LEGEND

- | | | | |
|--|--|---|--|
| Area of Interest (AOI) | |  Spoil Area | |
|  Area of Interest (AOI) | |  Stony Spot | |
| Soils | |  Very Stony Spot | |
|  Soil Map Unit Polygons | |  Wet Spot | |
|  Soil Map Unit Lines | |  Other | |
|  Soil Map Unit Points | |  Special Line Features | |
| Special Point Features | | Water Features | |
|  Blowout | |  Streams and Canals | |
|  Borrow Pit | | Transportation | |
|  Clay Spot | |  Rails | |
|  Closed Depression | |  Interstate Highways | |
|  Gravel Pit | |  US Routes | |
|  Gravelly Spot | |  Major Roads | |
|  Landfill | |  Local Roads | |
|  Lava Flow | | Background | |
|  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 1:15,800.

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: McCreary-Whitley Area, Kentucky
 Survey Area Data: Version 17, Sep 11, 2018

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

Date(s) aerial images were photographed: Oct 16, 2014—Oct 26, 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
9F	Bethesda and Fairpoint soils, 20 to 70 percent slopes	4.9	100.0%
Totals for Area of Interest		4.9	100.0%

Map Unit Description

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

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

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

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

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

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

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

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

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

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

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

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

Report—Map Unit Description

McCreary-Whitley Area, Kentucky

9F—Bethesda and Fairpoint soils, 20 to 70 percent slopes

Map Unit Setting

National map unit symbol: ng90

Elevation: 800 to 2,130 feet

Mean annual precipitation: 27 to 37 inches
Mean annual air temperature: 36 to 56 degrees F
Frost-free period: 131 to 170 days
Farmland classification: Not prime farmland

Map Unit Composition

Bethesda, unstable fill, and similar soils: 40 percent
Fairpoint, unstable fill, and similar soils: 40 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bethesda, Unstable Fill

Setting

Landform: Mountain slopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Loamy coal extraction mine spoil derived from sandstone and shale

Typical profile

H1 - 0 to 6 inches: very channery silt loam
H2 - 6 to 65 inches: very channery clay loam

Properties and qualities

Slope: 20 to 70 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

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

Description of Fairpoint, Unstable Fill

Setting

Landform: Mountain slopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Concave
Across-slope shape: Linear

Map Unit Description—McCreary-Whitley Area, Kentucky

Parent material: Loamy coal extraction mine spoil derived from sandstone and shale

Typical profile

H1 - 0 to 5 inches: very channery silt loam

H2 - 5 to 65 inches: very channery silty clay loam

Properties and qualities

Slope: 20 to 70 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Runoff class: Very high

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high (0.20 to 0.60 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7s

Hydrologic Soil Group: C

Hydric soil rating: No

Minor Components

Lily

Percent of map unit: 5 percent

Hydric soil rating: No

Sequoia

Percent of map unit: 5 percent

Hydric soil rating: No

Shelocta

Percent of map unit: 5 percent

Hydric soil rating: No

Wernock

Percent of map unit: 5 percent

Hydric soil rating: No

Data Source Information

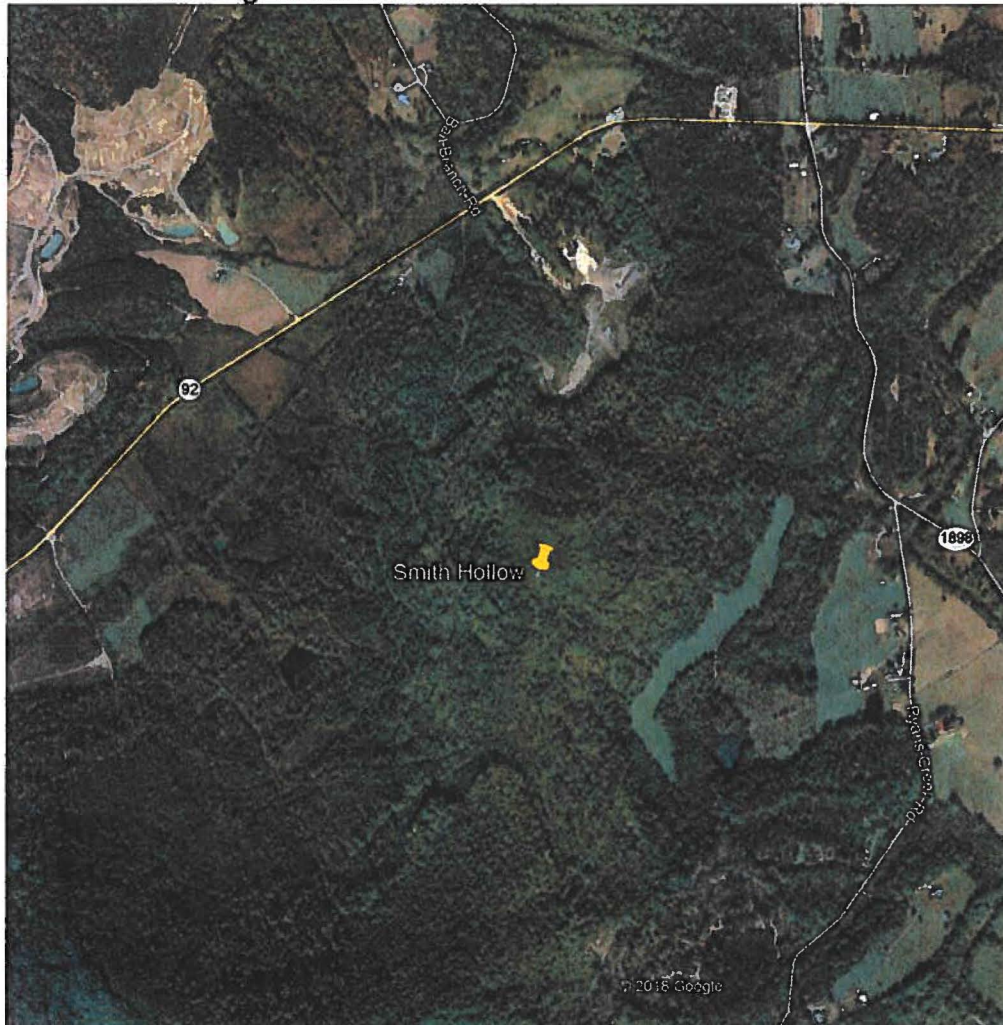
Soil Survey Area: McCreary-Whitley Area, Kentucky

Survey Area Data: Version 17, Sep 11, 2018

EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at 100 Main Street, Williamsburg, Kentucky, head southwest on Main Street (toward N. 2nd Street) and travel approximately 0.2 miles.
2. Continue straight onto State Hwy 296 / Main Street and travel approximately 1.7 miles.
3. Turn right onto KY-92 W and travel approximately 7.8 miles.
4. The site access is on the left off of KY-92 W.
5. The site coordinates are:
 - a. North 36 deg 40 min 22.81 sec
 - b. West 84 deg 16 min 33.88 sec



Prepared by:
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Pike Legal Group PLLC
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Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Lexington
Cell Site Number: KYL06072
Cell Site Name: Smith Hollow
Search Ring Name: Smith Hollow
Fixed Asset Number: 13800691

OPTION AND LAND LEASE AGREEMENT I

THIS OPTION AND LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Paul Rowe and his wife, Delores Rowe, as tenants in common, having a mailing address of 9589 W Highway 92, Williamsburg, KY 40769 ("Landlord") and New Cingular Wireless PCS, I.L.C., 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 W. Kentucky Highway 92, Williamsburg, KY 40769, in the County of Whitley, 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 I** will not be deemed to limit Tenant's Permitted Use. If **Exhibit I** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit I**. 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 (5th) day of each calendar month in advance [REDACTED] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, 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 [REDACTED] in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable 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 #: KYL06072; Cell Site Name: Smith Hollow (KY)
Fixed Asset #: 13800691
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: KYL06072; Cell Site Name: Smith Hollow (KY)
Fixed Asset #: 13800691
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: Paul and Delores Rowe
9589 W Highway 92
Williamsburg, KY 40769

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 ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(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"

Paul Rowe and his wife, Delores Rowe,
as tenants in common.

By: Paul Rowe
Print Name: Paul Rowe
Date: 9-5-18

By: Delores Rowe
Print Name: Delores Rowe
Date: 9-5-18

LANDLORD ACKNOWLEDGMENT

STATE OF KENTUCKY)
COUNTY OF Warrick) ss:

On the 5th day of Sept, 2018 before me, personally appeared Paul Rowe and Delores Rowe, 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.

Tressell Hedley
Notary Public: Tressell Hedley
My Commission Expires: 2-11-20

"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

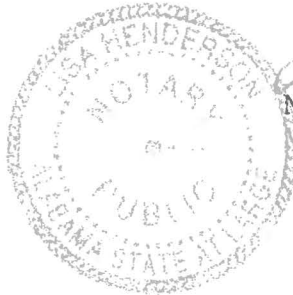
Its: Area Manager TN/KY

Date: 12/17/18

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 17th 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 12

to the Option and Land Lease Agreement dated December 17, 2018, by and between Paul Rowe and his wife, Delores Rowe, as tenants in common, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Deed Book 417, Page 227

TRACT 11111

All that certain tract or parcel of land lying and being in Whitley County, Kentucky, situated approximately nine (9) miles southwest of Wallinsburg, Kentucky, on the waters of Pleasant Run of Tullahoma Creek, a tributary of Cumberland River and more particularly described as follows:

All bearings in this description are referred to the true Meridian and all distances are expressed in feet.

BEGINNING AT CORNER 1, common to Ben Cain, W. E. Moses and Pete Manning parcels, a standard 4" x 4" concrete post with a brass tablet stamped 3613, near fence and in top of ridge witnessed by maple and oak bearing trees marked S1 64-10 which bear N10°E, 4 41 feet and N70°E, 4 61 feet, respectively.

Thence nor. 1/4 corner with Ben Cain parcel.

1/4 SOUTH 40° 10' WEST, 10 41 feet to CORNER 2, 4 41 feet to old road

Deed Book 361, Page 277

Tract 1: Situated on the north side of Pleasant Run Creek and bounded as follows: Beginning at a small white oak stump of 12" dia. running with the line of N: 1 P: 13 W: 67 poles to a stake in the outside line of the 1/2 acre corner of N: 1; thence with the line of the 1/2 acre S: 47 poles to a stake in the east line extending N: 13 W: 41 poles from the black oak marked corner thence S: 13 W: 41 poles to a black oak corner S: 41 E: 41 poles including the stone house S: a stake in the middle of Pleasant Run; thence east course S: 41 E: 13 poles to a stake on the south boundary line of the 1/2 acre survey thence with the line of the 1/2 acre to the northeast corner of same thence with the line of a 1/2 acre survey of Stephens to a stake in said line corner of N: 1 and with the line of N: 1 to the beginning.

Tract 2: Situated on the north side of Pleasant Run Creek, bounded and described thus: Beginning at a stake in the middle of the creek opposite a small black oak stump at the corner of the old blacksmith shop, running thence N: 47 W: 51 poles to a stake; thence N: 13 W: 41 poles to a stake; thence P: 13 W: 11 poles to a stake in the north boundary line of Stephens thence with the old line to a stake in the east line corner of N: 1; thence with line of N: 1 S: 11 E: 41 poles to the black corner, thence E

At 1 4 5 11 piles passing the stone house to the stone in the road, thence same course 11 piles to a stake corner of M 2 in the line of the 211 wire track thence leaving M 2 and running with 211 acre line until a line N 4 1/2 W will strike the beginning corner stone in the road.

Tract 3 situated in the Western Pleasant Run Creek, bounded and described thus: Beginning at a white oak on the north side of the county road opposite the old mill site, thence S 88 1/2 W E 31 piles to a stake and stone; thence S 1 1/2 W N 71 piles to a stake; thence S 41 W 11 piles to a stake and dip pole; thence N 41 1/2 W 41 piles to a maple; thence N 31 1/2 E 41 piles to a stake in a field; thence N 13 W 14 piles to a stake in the county road; thence N 41 E 21 piles with the road, then reduced to a straight line to the beginning.

And in addition to the foregoing, the first parties sell and convey unto the second party all their claim, right, title and interest in and to that parcel of land which was conveyed to George Meadors by deed from J. D. Wilson et al., dated October 3, 1881, as set out in deed Book, Page, of the Whitley County Court Clerk's Office, being not recorded, which tract of land is described thus:

A certain parcel of land situated in the waters of Gallatin Creek in what is called White Mountain in Whitley County, Kentucky, bounded on the east by the land of H. J. Taylor; on the north by the land of F. J. Taylor; on the south by land of F. W. Meadors and on the west by the land of Jess White, same being in acres more or less.

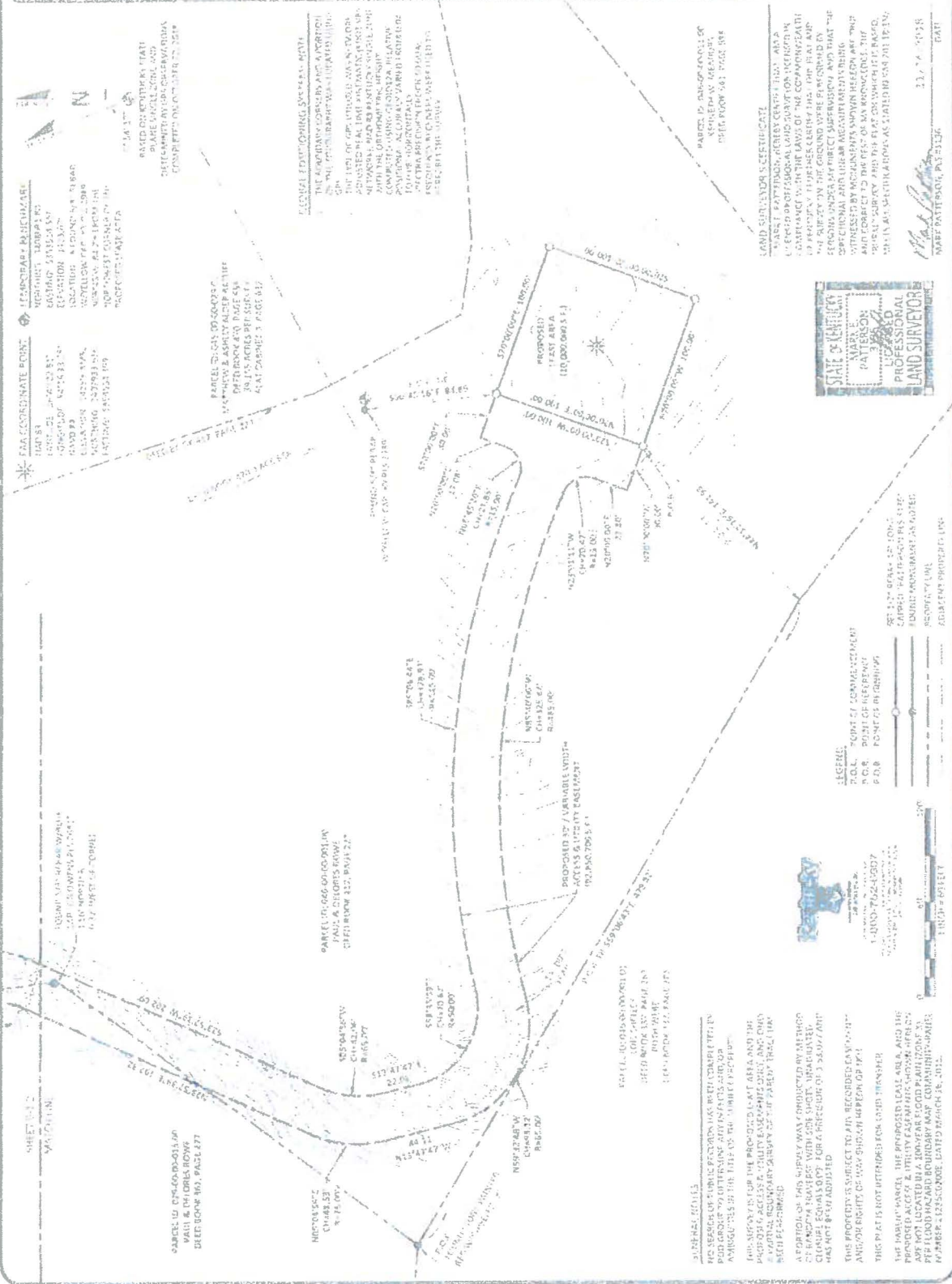
Tract 4 situated in Whitley County, Kentucky in Pleasant Run Creek and bounded as thus: Beginning at a water hole and well on the end of a wire fence near the bank of Pleasant Run Creek, thence N 1/2 W 10 1/2 piles to a chestnut oak and ash at a drain in the line of a S. acre survey in the case of William Stephens; thence with the line of said survey, S 81 W 18 piles to a stake and dip pole; thence S 13 E 33 piles to a white oak the beginning corner of the tract; thence S 41 E 44 piles to a stake and stone in the middle of the county road; thence N 31 E 11 piles; N 41 E 11 piles; N 31 E 11 piles to a stake in the middle of the road; a pole north of a small chestnut oak at the north bank of Pleasant Run Creek; thence S 41 E 18 piles to a small maple in said line; thence N 31 1/2 E 11 piles to a stake in the field; thence S 13 W 14 piles to a stake at the side of the county road; thence S 41 W striking the street by 11 piles to the beginning.

Tract 5 situated as thus: Beginning at the land surveyed to Tracts 1, 2, 3 and 4 and as surveyed heretofore described, which lies on the East side of a line with survey 74 through the aforementioned Tracts 1, 2, 3 and 4 and as surveyed with line as described thus:

Beginning at a white oak on line of survey 74; thence N 11 1/2 W 1074 ft. to a maple pole; thence S 13 W 14 ft. to a single post at Kentucky Highway 31; thence N 41 W 21 ft. to corner of a corner on N 31; thence straight across said highway a distance of 71 ft. to a white post; thence up the creek, all ft. to a red oak; thence westerly 113 1/2 ft. to a corner post; thence N 41 1/2 E 11 1/2 ft. to a corner; on the side of the hill George Threlkeld line and across line of boundary described on books of parcels 1, 2, 3 and 4. The northern corner line is to strike the northern line of all said property which lies on the East side of the line last above described. And it is the intent of said parties to convey to second parties that parcel described in between Tracts 3 and 4, which said line does not run.

The Premises are described and/or depicted as follows:

<p>POD PROJECT OPERATIONS DESIGN</p>	<p>astec ENVIRONMENTAL SERVICES</p>	<p>at&t COMMUNICATIONS</p>
<p>SITE SURVEY</p>		
<p>GENERAL NOTES:</p> <p>1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT, R.S. 48:101-103.</p> <p>2. THE PROPERTY IS SUBJECT TO A DEED RECORDED IN PUBLIC RECORDS BOOK 122, PAGE 237.</p> <p>3. THE PROPERTY IS SUBJECT TO A DEED RECORDED IN PUBLIC RECORDS BOOK 122, PAGE 237.</p> <p>4. THE PROPERTY IS SUBJECT TO A DEED RECORDED IN PUBLIC RECORDS BOOK 122, PAGE 237.</p>		
<p>PROPERTY OF TITLE: SMITH HOLLOW RAILROAD COMPANY 100,000,000 S.F. 100,000,000 S.F.</p>		
<p>DATE OF SURVEY: 11-20-18</p>		
<p>PROJECT: SITE SURVEY</p>		
<p>CLIENT: SMITH HOLLOW RAILROAD COMPANY</p>		



Paul Rowe 11-20-18
 Deborah Rowe 11-20-18

STATE OF VERMONT
 MARY PATTERSON, PLS 31326
PROFESSIONAL LAND SURVEYOR

LEGEND:
 CORNER OF CONVEYANCE
 POINT OF BEGINNING
 POINT OF TERMINATION

SCALE:
 1" = 100'

DATE:
 11/20/18

PROJECT:
 SITE SURVEY

CLIENT:
 SMITH HOLLOW RAILROAD COMPANY

PROPERTY:
 100,000,000 S.F.

PROPOSED:
 WEST AREA 100,000,000 S.F.
 EAST AREA 100,000,000 S.F.

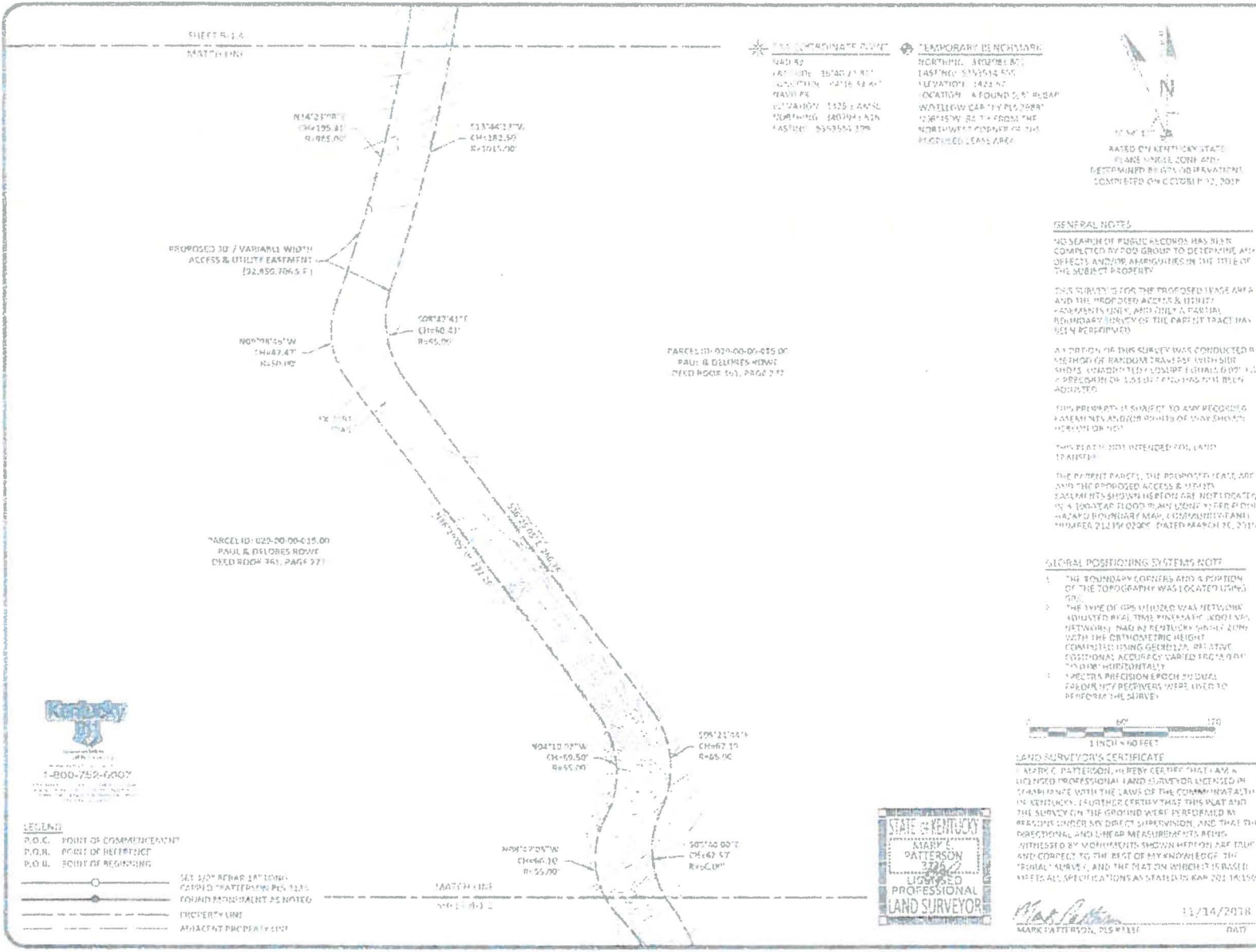
PROPOSED ACCESS & UTILITY EASEMENTS:
 100,000,000 S.F.

PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENTS:
 100,000,000 S.F.

DEED RECORDED IN PUBLIC RECORDS BOOK 122, PAGE 237.

DEED RECORDED IN PUBLIC RECORDS BOOK 122, PAGE 237.

DEED RECORDED IN PUBLIC RECORDS BOOK 122, PAGE 237.



TEMPORARY BENCHMARK
 NORTHING: 302084.80
 EASTING: 534354.17
 ELEVATION: 1422.07
 LOCATION: A FOUND SURVEY
 WILLOW CANYON PL. 1057
 12.555 W. 31.74 S. FROM THE
 NORTHWEST CORNER OF THE
 RECORDED LEASE AREA.

TEMPORARY BENCHMARK
 NORTHING: 302084.80
 EASTING: 534354.17
 ELEVATION: 1422.07
 LOCATION: A FOUND SURVEY
 WILLOW CANYON PL. 1057
 12.555 W. 31.74 S. FROM THE
 NORTHWEST CORNER OF THE
 RECORDED LEASE AREA.



MADE IN KENTUCKY STATE
 PLANE TABLE JOB AND
 COMPUTED BY GPS TO EQUIPMENT
 COMPLETED ON OCTOBER 31, 2018

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 LINE. ANY OTHER EXISTING BOUNDARY SURVEY OF THE PART OF TRACT HAS BEEN PERFORMED.

AS PART OF THIS SURVEY WAS CONDUCTED A SEARCH OF PUBLIC RECORDS FOR WITH SURVEYS, UNRECORDED EASEMENTS, ETC. IF A PRELIMINARY LOSS OF TITLE HAS NOT BEEN ADVISED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE EXISTING PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN UNLESS OTHERWISE SHOWN ON A FLOOD BOUNDARY MAP, US DEPARTMENT OF COMMERCE NUMBER 2212P-0207, DATED MARCH 10, 2011.

GENERAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS USED WAS METROLOGIC ADJUSTED BASE, REAL TIME-KINEMATIC (RTK) SURVEYING. THE KENTUCKY DEPARTMENT OF REVENUE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEODESIC POSITIONING SYSTEMS (GPS) ACCURACY VARIED FROM 0.01 TO 0.02 METERS HORIZONTALLY.
3. REAL TIME KINEMATIC (RTK) SURVEYING RECEIVERS WERE USED TO PERFORM THE SURVEY.



LAND SURVEYOR'S CERTIFICATE

I, **MARK 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 PROFESSIONAL AND THE SURVEYING INSTRUMENTS WERE TESTED BY ME OR MY ASSISTANTS. THE INSTRUMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "FINAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201:16-010.



Mark Patterson 11/14/2018
 MARK PATTERSON, DLS #1131 DATE



SITE SURVEY

DATE	11/14/2018
BY	MARK PATTERSON, DLS #1131
FOR	POD GROUP
PROJECT	SMITH HOLLOW
ADDRESS	PAUL & DELORES ROWE
CITY	WILLIAMSBURG, KY 40394
COUNTY	WHITLEY COUNTY

DESCRIPTION

SMITH HOLLOW
 PAUL & DELORES ROWE
 10.000 AC. HIGHWAY 92
 WILLIAMSBURG, KY 40394
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 024-00-00-015 (L)
 024-00-00-015 (L)

PROPERTY OWNER:
 PAUL & DELORES ROWE
 10.000 AC. HIGHWAY 92
 WILLIAMSBURG, KY 40394

SOURCE OF THIS
 (FIELD BOOK #6), PAGE 27
 (FIELD BOOK #1), PAGE 27

SITE NUMBER:
 KY108072

PROJ NUMBER	17-2583
DRAWN BY	DAI
CHECKED BY	MEI
DATE	10/19/18
PLAT DATE	10/11/18

SHEET TITLE
SITE SURVEY
 THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCEL (PARCEL)

SHEET NUMBER 18 OF 20
B-1.3



LEGEND
 P.O.C. POINT OF COMMENCEMENT
 P.O.R. POINT OF REFERENCE
 P.O.U. POINT OF BEGINNING

- SET 1/2" REBAR 1" LONG
- CORNED "PATTERSON" 1/2"
- FOUND PERMANENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE

Paul Rowe 11-20-18
Delores Rowe 11-20-18

**EXHIBIT J
NOTIFICATION LISTING**

Smith Hollow – Notice List

Rowe Paul & Delores
9589 W Hwy 92
Williamsburg, KY 40769

Petrey Darrell & Patricia
9758 W Hwy 92
Williamsburg, KY 40769

Shelley Lenville – Phyllis
Brewsaugh & Vernon Shelley
4184 E Foster Mainville Rd
Morrow, OH 45152

Hart Sampson c/o Clara Caudill
2460 Walnut Grove Lane
Lexington, KY 40509

Gifford Deborah & Irv Scharfenberger Est
9180 Indian Ridge
Cincinnati, OH 45243

Hatland Connie
1726 N 4101st Rd
Leland, IL 60531

Hamlin Mike c/o Ruth Hamlin
533 Becks Crk Rd
Williamsburg, KY 40769

Ratliff Matthew & Ashley
PO Box 1506
Williamsburg, KY 40769

Meadors Kenneth W
157 Ryans Crk Rd
Williamsburg, KY 40769

Meadors Kenneth W
61 Ryans Crk Rd
Williamsburg, KY 40769

Turner Robert & Kimberly
295 Ryans Crk Rd
Williamsburg, KY 40769

White Lumber Sales LLC
PO Box 667
Williamsburg, KY 40769

EXHIBIT K
COPY OF PROPERTY OWNER NOTIFICATION



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

**Notice of Proposed Construction of
Wireless Communications Facility
Site Name: Smith Hollow**

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at W. Kentucky Highway 92, Williamsburg, KY 40769 (36°40'22.81" North latitude, 84°16'33.88" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00039 in any correspondence sent in connection with this matter.

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

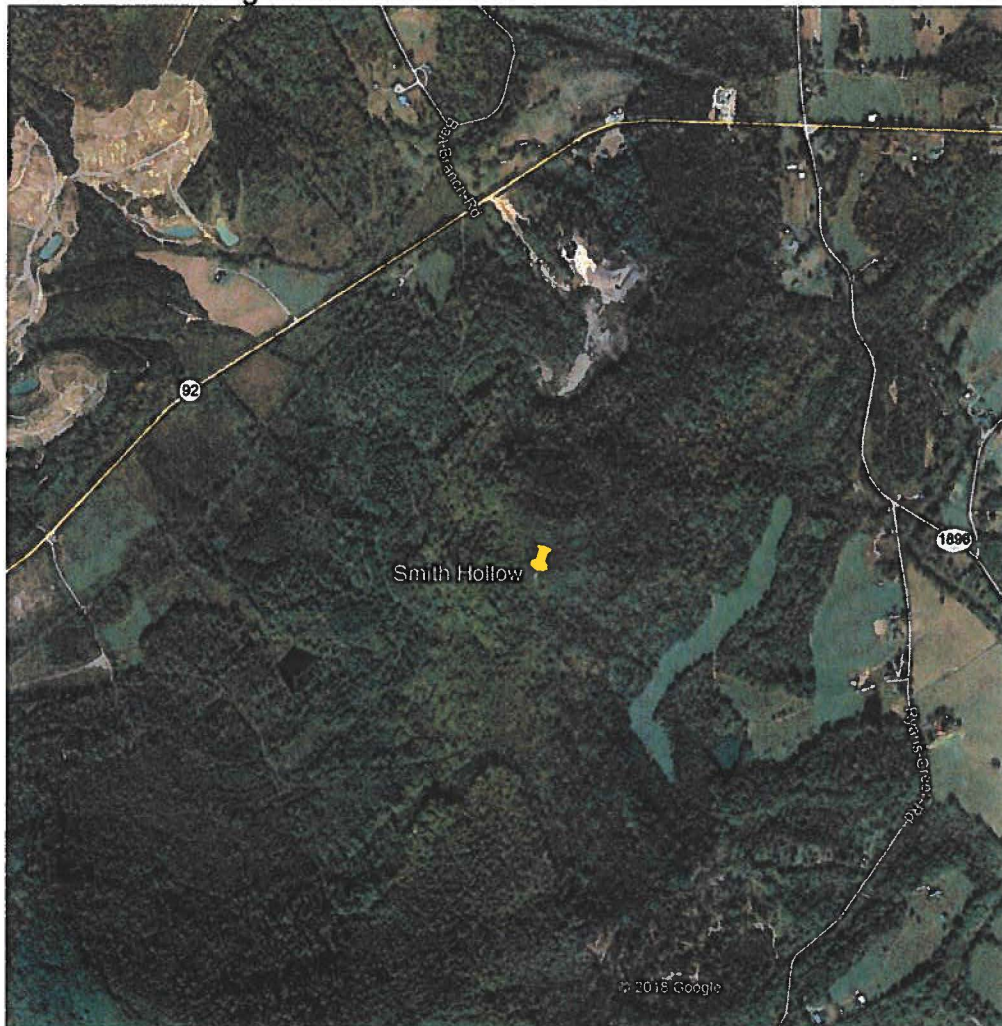
We have attached a map showing the site location for the proposed tower. Applicant's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area.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

Sincerely,
David A. Pike
Attorney for Applicant

enclosure

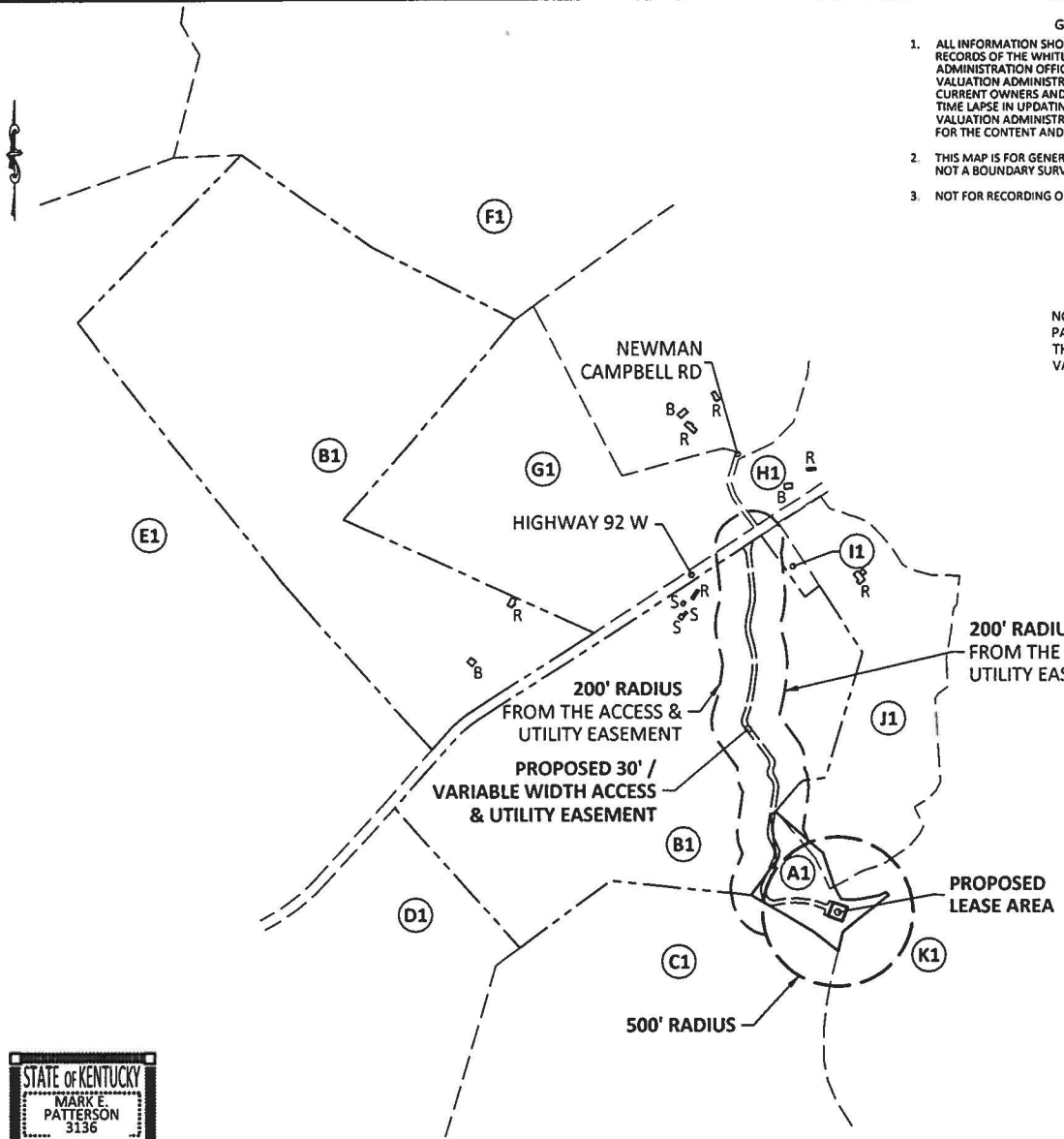
Driving Directions to Proposed Tower Site

1. Beginning at 100 Main Street, Williamsburg, Kentucky, head southwest on Main Street (toward N. 2nd Street) and travel approximately 0.2 miles.
2. Continue straight onto State Hwy 296 / Main Street and travel approximately 1.7 miles.
3. Turn right onto KY-92 W and travel approximately 7.8 miles.
4. The site access is on the left off of KY-92 W.
5. The site coordinates are:
 - a. North 36 deg 40 min 22.81 sec
 - b. West 84 deg 16 min 33.88 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

- (A1)** PARCEL ID: 046-00-00-001.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (B1)** PARCEL ID: 029-00-00-015.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (C1)** PARCEL ID: 046-00-00-001.01
 SHELLEY LENNVILLE - PHYLLIS
 BREWSAUGH & VERNON SHELLEY
 4184 E FOSTER MAINVILLE RD
 MORROW, OH 45152
- (D1)** PARCEL ID: 029-00-00-013.01
 HART SAMPSON
 C/O CLARA CAUDILL
 2460 WALNUT GROVE LANE
 LEXINGTON, KY 40509
- (E1)** PARCEL ID: 029-00-00-013.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (F1)** PARCEL ID: 029-00-00-017.00
 GIFFORD DEBORAH & IRV
 SCHARFENBERGER EST
 9180 INDIAN RIDGE
 CINCINNATI, OH 45243
- (G1)** PARCEL ID: 045-00-00-030.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (H1)** PARCEL ID: 045-00-00-029.00
 HATLAND CONNIE
 1726 N 4101ST RD
 LELAND, IL 60531
- (I1)** PARCEL ID: 045-00-00-028.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (J1)** PARCEL ID: 045-00-00-029.02
 RATLIFF MATTHEW & ASHLEY
 P O BOX 1506
 WILLIAMSBURG, KY 40769
- (K1)** PARCEL ID: 046-00-00-011.00
 MEADORS KENNETH W
 157 RYANS CRK RD
 WILLIAMSBURG, KY 40769



GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 12, 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.

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



EXHIBIT

REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.26.18	ISSUED AS FINAL

SITE INFORMATION:
 SMITH HOLLOW
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28564
DRAWN BY: ADM
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 12.5.18

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 FOR THIS EXHIBIT.

Mark Patterson 12/26/2018
 DATE



EXISTING BUILDINGS
 B = BARN
 R = RESIDENCE
 S = SHED

EXHIBIT L
COPY OF COUNTY JUDGE/EXECUTIVE NOTICE



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

VIA CERTIFIED MAIL

Hon. Pat White Jr.
County Judge Executive
P.O. Box 237
Williamsburg, KY 40769

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2019-00039
Site Name: Smith Hollow

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 W. Kentucky Highway 92, Williamsburg, KY 40769 (36°40'22.81" North latitude, 84°16'33.88" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 15-foot lightning arrester 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 2019-00039 in any correspondence sent in connection with this matter.

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

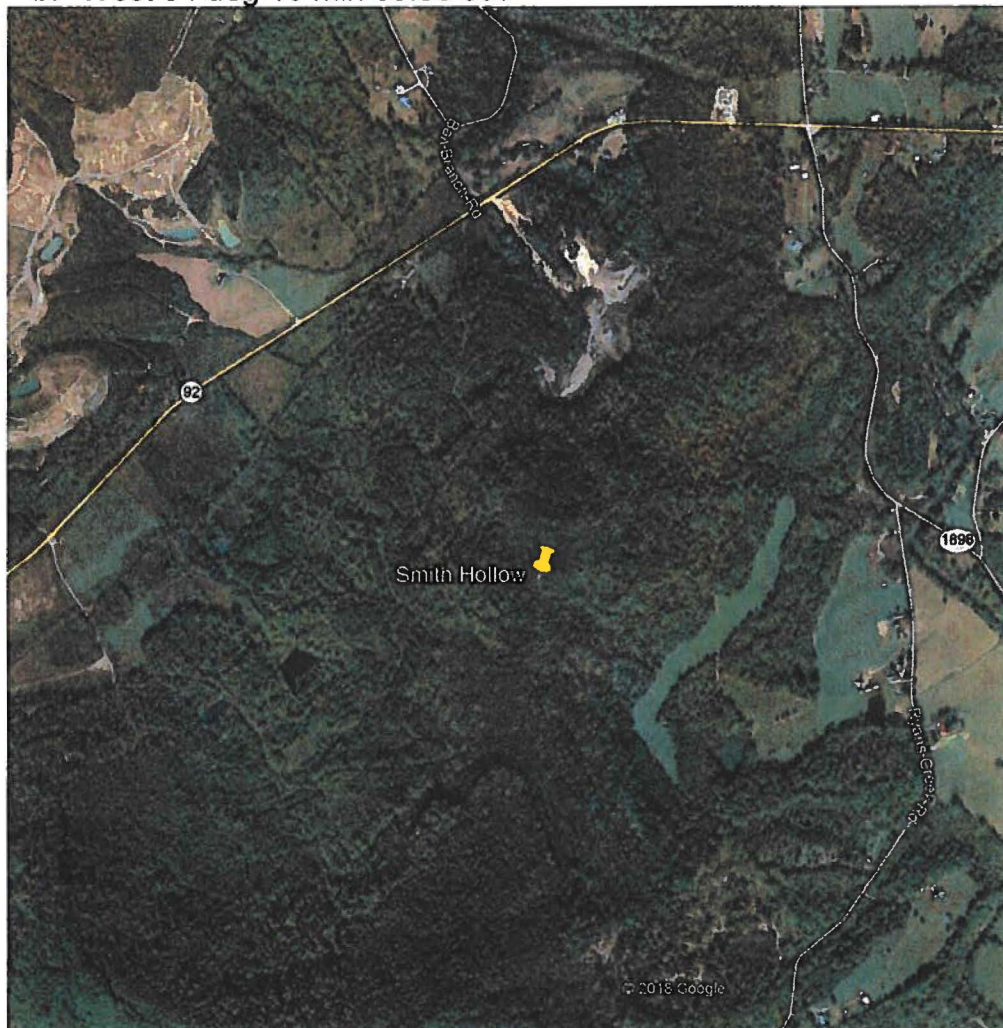
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,
David A. Pike
Attorney for Applicant

enclosures

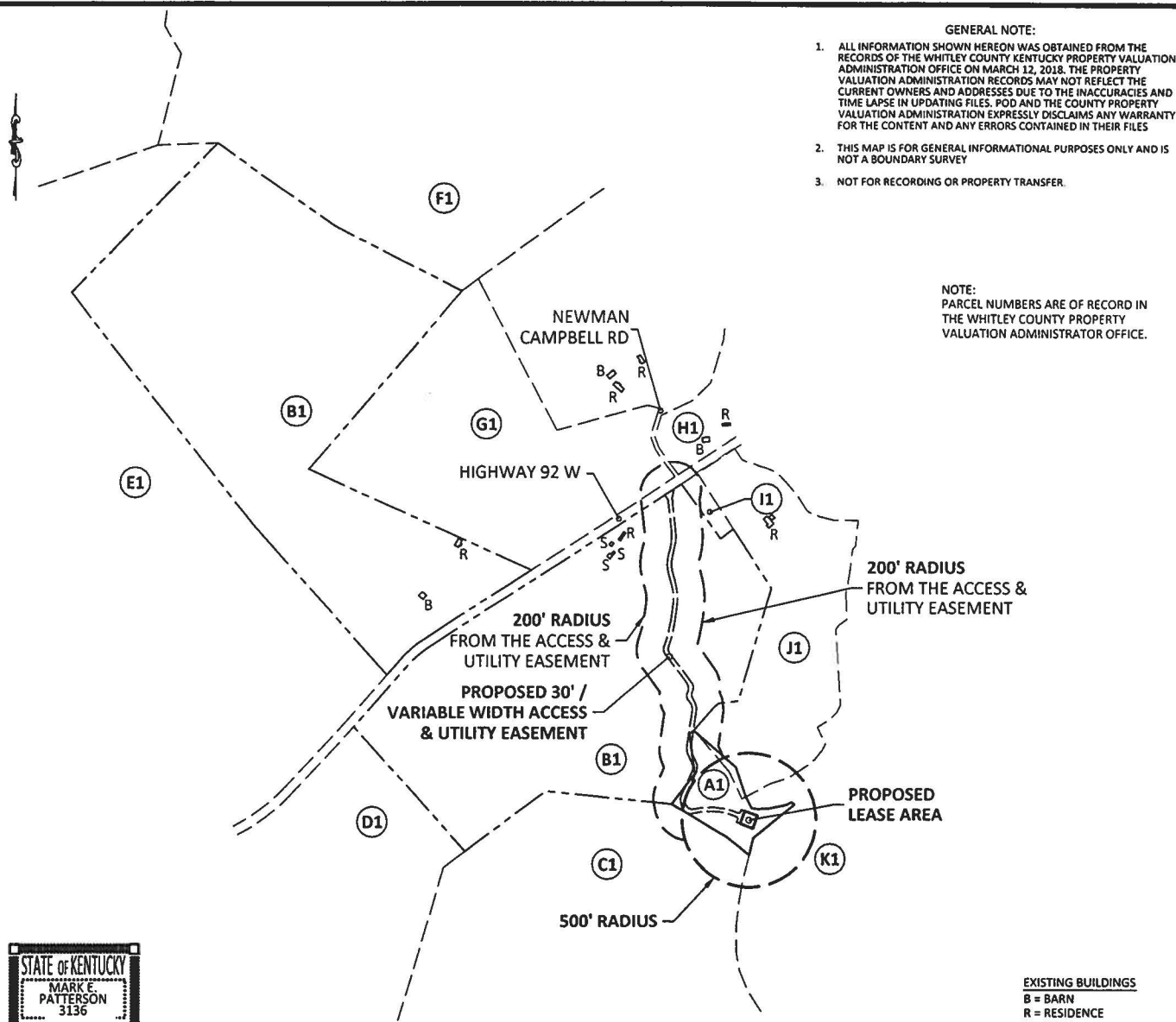
Driving Directions to Proposed Tower Site

1. Beginning at 100 Main Street, Williamsburg, Kentucky, head southwest on Main Street (toward N. 2nd Street) and travel approximately 0.2 miles.
2. Continue straight onto State Hwy 296 / Main Street and travel approximately 1.7 miles.
3. Turn right onto KY-92 W and travel approximately 7.8 miles.
4. The site access is on the left off of KY-92 W.
5. The site coordinates are:
 - a. North 36 deg 40 min 22.81 sec
 - b. West 84 deg 16 min 33.88 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

- (A1) PARCEL ID: 046-00-00-001.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (B1) PARCEL ID: 029-00-00-015.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (C1) PARCEL ID: 046-00-00-001.01
 SHELLEY LENVILLE - PHYLLIS
 BREWSAUGH & VERNON SHELLEY
 4184 E FOSTER MAINVILLE RD
 MORROW, OH 45152
- (D1) PARCEL ID: 029-00-00-013.01
 HART SAMPSON
 C/O CLARA CAUDILL
 2460 WALNUT GROVE LANE
 LEXINGTON, KY 40509
- (E1) PARCEL ID: 029-00-00-013.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (F1) PARCEL ID: 029-00-00-017.00
 GIFFORD DEBORAH & IRV
 SCHARFENBERGER EST
 9180 INDIAN RIDGE
 CINCINNATI, OH 45243
- (G1) PARCEL ID: 045-00-00-030.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (H1) PARCEL ID: 045-00-00-029.00
 HATLAND CONNIE
 1726 N 4101ST RD
 LELAND, IL 60531
- (I1) PARCEL ID: 045-00-00-028.00
 ROWE PAUL & DELORES
 9589 W HWY 92
 WILLIAMSBURG, KY 40769
- (J1) PARCEL ID: 045-00-00-029.02
 RATLIFF MATTHEW & ASHLEY
 P O BOX 1506
 WILLIAMSBURG, KY 40769
- (K1) PARCEL ID: 046-00-00-011.00
 MEADORS KENNETH W
 157 RYANS CRK RD
 WILLIAMSBURG, KY 40769



GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 12, 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.

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

PREPARED BY:

POD
 POWER OF DESIGN
 31400 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5257

PREPARED FOR:

MasTec

PREPARED FOR:

at&t

EXHIBIT

REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.26.18	ISSUED AS FINAL

SITE INFORMATION:
SMITH HOLLOW
 W. KENTUCKY HIGHWAY 92
 WILLIAMSBURG, KY 40769
 WHITLEY COUNTY

TAX PARCEL NUMBER:
 029-00-00-015.00
 046-00-00-001.00

PROPERTY OWNER:
 PAUL & DELORES ROWE
 9589 W. HIGHWAY 92
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:
 DEED BOOK 361, PAGE 277
 DEED BOOK 417, PAGE 227

SITE NUMBER:
 KYL06072

POD NUMBER: 18-28564

DRAWN BY: ADM
CHECKED BY: MEP
SURVEY DATE: 10.19.18
PLAT DATE: 12.5.18

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 FOR THIS EXHIBIT.

Mark Patterson
 12/26/2018
 DATE



EXISTING BUILDINGS
 B = BARN
 R = RESIDENCE
 S = SHED

**EXHIBIT M
COPY OF POSTED NOTICES
AND NEWSPAPER NOTICE ADVERTISEMENT**

SITE NAME: SMITH HOLLOW
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 2019-00039 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 2019-00039 in your correspondence.

VIA TELEPHONE: 606-528-9767

Williamsburg News Journal
Williamsburg, KY

RE: Legal Notice Advertisement
Site Name: Smith Hollow

Dear Williamsburg News Journal:

Please publish the following legal notice advertisement in the next edition of *The Williamsburg News Journal*:

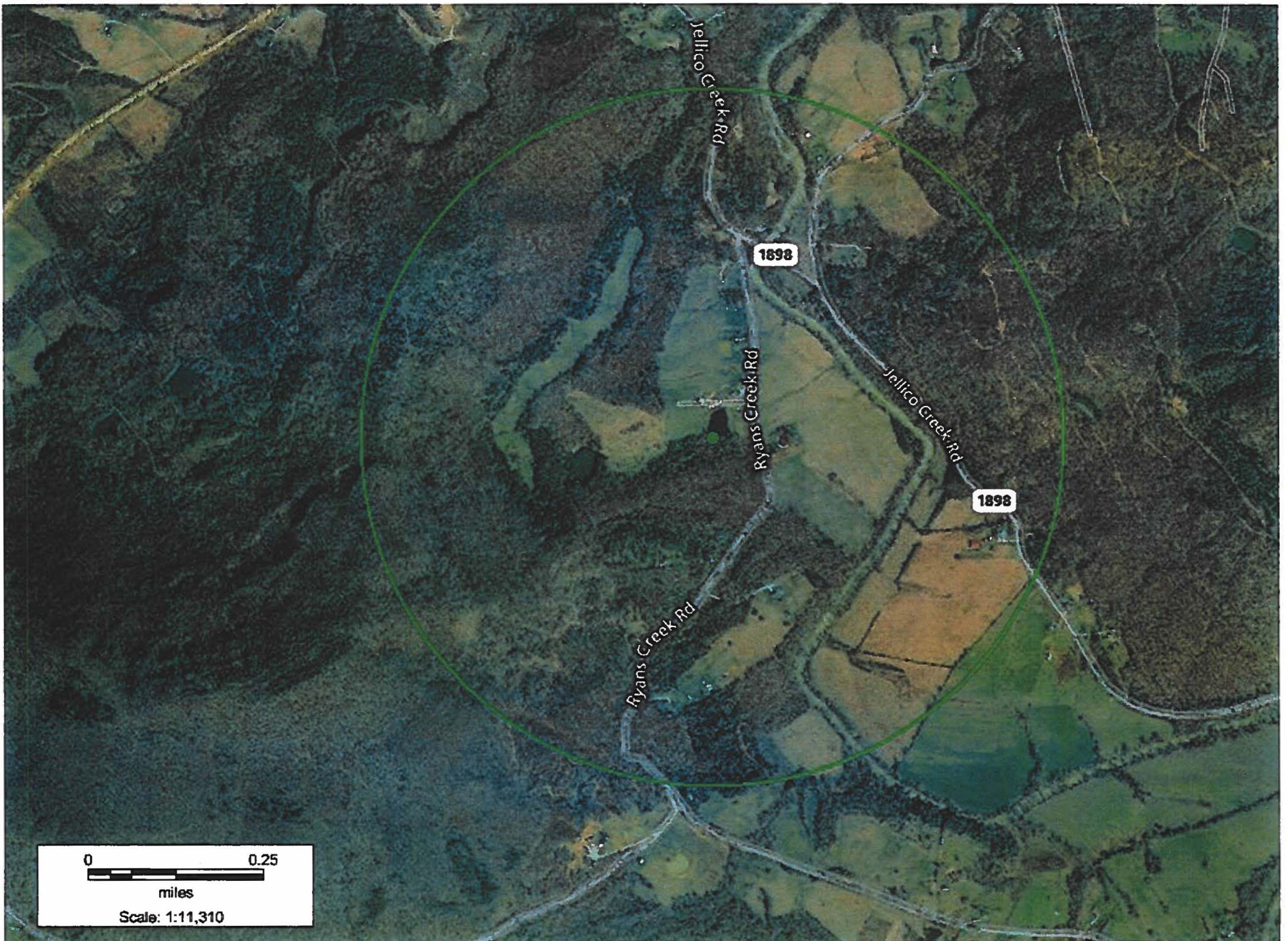
NOTICE

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 W. Kentucky Highway 92, Williamsburg, KY 40769 (36°40'22.81" North latitude, 84°16'33.88" 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 2019-00039 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



Lat: 36.670217
Lon: -84.268319
Radius: .5 miles

Smith Hollow Search Area