

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

RECEIVED

JUN 27 2019

**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.: 2019-00211
CONVENIENCE AND NECESSITY TO CONSTRUCT)
A WIRELESS COMMUNICATIONS FACILITY)
IN THE COMMONWEALTH OF KENTUCKY)
IN THE COUNTY OF MARION)

SITE NAME: PENICK

**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. Applicant is a limited liability company organized in the State of Delaware on October 20, 1994.

4. Applicant attests that it is in good standing in the state in which it is organized and further states that it is authorized to transact business in Kentucky.

5. A Certificate of Authorization issued by the Kentucky Secretary of State for the Applicant entity is attached to this Application as part of **Exhibit A** and is hereby incorporated by reference.

6. 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.

7. 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.

8. To address the above-described service needs, Applicant proposes to construct a WCF on 325 Hourigan Lane, Lebanon, KY 40033 (37° 35' 12.75" North latitude, 85° 07' 18.78" 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 Richard T. Stofer III and Connie L. Tucker pursuant to a deed recorded at Deed Book 321, Pages 531 in the office of the County Clerk. Access will run across parcels owned by Richard T. Stofer III and Connie L. Tucker pursuant to a deeds recorded at Deed Book 321, Page 526 and Deed Book 321, Page 531 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the

proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

10. 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**.

11. 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**.

12. 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.

13. A copy of the documentation confirming that notice to the Federal Aviation Administration ("FAA") is not required for this site is attached as **Exhibit E**.

14. A copy of the documentation confirming that a Kentucky Airport Zoning Commission ("KAZC") permit is not required for this site is attached as **Exhibit F**.

15. 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.

16. 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.

17. 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**.

18. 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.

19. 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**.

20. 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.

21. **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**.

22. 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.

23. 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**.

24. 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**.

25. The general area where the proposed facility is to be located is rural and well removed from existing residential structures.

26. 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**.

27. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area.

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

29. 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 - Certificate of Authority and 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
CERTIFICATE OF AUTHORITY AND FCC LICENSE
DOCUMENTATION

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

Alison Lundergan Grimes
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Authorization

Authentication number: 216299

Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,


NEW CINGULAR WIRELESS PCS, LLC

, a limited liability company authorized under the laws of the state of Delaware, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on October 14, 1999.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 28th day of May, 2019, in the 227th year of the Commonwealth.




Alison Lundergan Grimes
Secretary of State
Commonwealth of Kentucky
216299/0481848

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 KNKQ346	File Number
Radio Service CL - Cellular	
Market Numer CMA446	Channel Block A
Sub-Market Designator 0	

FCC Registration Number (FRN): 0003291192

Market Name Kentucky 4 - Spencer
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Grant Date 10-16-2012	Effective Date 08-31-2018	Expiration Date 10-01-2022	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.
12	38-01-44.0 N	085-18-16.0 W	235.9	91.1	1002473

Address: 100 Overlook Rd (86923)

City: TAYLORSVILLE County: SPENCER State: KY Construction Deadline:

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	120.800	95.400	102.100	97.600	95.800	113.600	147.700	114.700
Transmitting ERP (watts)	86.300	143.200	53.200	37.700	0.300	18.900	67.000	133.700

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	120.800	95.400	102.100	97.600	95.800	113.600	147.700	114.700
Transmitting ERP (watts)	18.000	119.800	240.400	250.300	157.000	45.000	33.200	12.400

Antenna: 6

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	120.800	95.400	102.100	97.600	95.800	113.600	147.700	114.700
Transmitting ERP (watts)	28.800	21.300	26.500	39.100	121.000	115.500	147.700	81.200

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: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
15	37-36-21.0 N	086-03-25.0 W	260.0	91.1	1009674

Address: 975 Meeting Creek Rd. (94217)

City: EASTVIEW County: HARDIN State: KY Construction Deadline: 12-17-2015

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)	114.000	122.900	133.500	138.400	151.700	127.100	115.800	123.200
Transmitting ERP (watts)	16.000	50.600	40.600	6.300	0.400	0.101	0.101	1.500

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)	114.000	122.900	133.500	138.400	151.700	127.100	115.800	123.200
Transmitting ERP (watts)	0.400	0.400	11.700	89.800	178.200	74.900	6.100	0.800

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)	114.000	122.900	133.500	138.400	151.700	127.100	115.800	123.200
Transmitting ERP (watts)	60.500	2.600	0.600	0.600	3.500	47.900	240.300	282.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
16	37-32-36.0 N	085-15-34.0 W	246.3	112.8	1203419

Address: 335 Thornton Smith Road (94223)

City: Lebanon County: MARION State: KY Construction Deadline: 12-17-2015

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)	116.100	86.000	77.700	104.400	108.400	123.500	143.500	128.500
Transmitting ERP (watts)	192.100	140.000	19.200	2.500	0.400	0.900	4.100	55.100

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)	116.100	86.000	77.700	104.400	108.400	123.500	143.500	128.500
Transmitting ERP (watts)	0.900	4.100	55.100	192.100	140.000	19.200	2.500	0.400

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)	116.100	86.000	77.700	104.400	108.400	123.500	143.500	128.500
Transmitting ERP (watts)	8.600	2.200	0.448	0.700	11.900	95.200	224.400	84.800

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
17	37-39-03.2 N	085-04-40.4 W	260.0	80.8	1253600

Address: 9076 Perryville Road (97855)

City: Springfield County: WASHINGTON State: KY Construction Deadline: 12-17-2015

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)	67.200	65.000	50.900	33.800	63.300	60.700	76.300	96.900
Transmitting ERP (watts)	170.600	190.300	55.800	31.200	0.400	11.600	64.100	190.300

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)	67.200	65.000	50.900	33.800	63.300	60.700	76.300	96.900
Transmitting ERP (watts)	41.300	108.800	92.600	128.100	61.300	26.200	8.900	21.200

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)	67.200	65.000	50.900	33.800	63.300	60.700	76.300	96.900
Transmitting ERP (watts)	55.800	31.200	0.400	11.600	64.100	190.300	170.600	190.300

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
21	37-25-20.1 N	085-16-59.5 W	333.5	60.7	

Address: 6945 NEW LEBANON ROAD (87882)

City: CAMPBELLSVILLE County: TAYLOR State: KY Construction Deadline: 12-17-2015

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)	145.100	145.900	105.000	110.500	135.200	126.600	110.600	124.300
Transmitting ERP (watts)	252.900	102.500	5.700	1.200	0.505	0.800	15.100	132.400

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)	145.100	145.900	105.000	110.500	135.200	126.600	110.600	124.300
Transmitting ERP (watts)	1.400	16.000	81.800	98.400	23.100	2.200	0.200	0.300

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)	145.100	145.900	105.000	110.500	135.200	126.600	110.600	124.300
Transmitting ERP (watts)	1.900	0.500	0.500	7.400	74.100	235.600	174.400	17.000

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
23	37-28-43.0 N	085-53-55.8 W	266.7	99.1	1200192

Address: 15385 South Dixie (37616)

City: Upton County: HARDIN State: KY Construction Deadline: 12-17-2015

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)	137.800	123.200	106.100	117.100	122.100	144.800	138.400	141.600
Transmitting ERP (watts)	22.500	14.000	1.500	0.100	0.100	0.200	1.700	14.000

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.800	123.200	106.100	117.100	122.100	144.800	138.400	141.600
Transmitting ERP (watts)	6.300	22.300	40.900	31.700	32.100	4.800	1.300	2.200

Antenna: 5

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	137.800	123.200	106.100	117.100	122.100	144.800	138.400	141.600
Transmitting ERP (watts)	63.400	41.400	38.200	75.300	214.800	202.800	252.300	137.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
25	37-53-29.0 N	085-31-56.0 W	220.7	78.3	1062550

Address: 720 South Saint Gregory Road (37679)

City: Samuels County: NELSON State: KY Construction Deadline: 12-17-2015

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	128.800	95.600	83.500	85.900	115.200	97.000	105.400	106.900
Transmitting ERP (watts)	2.200	2.000	2.400	0.600	0.100	0.100	0.100	0.500

Antenna: 5

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	128.800	95.600	83.500	85.900	115.200	97.000	105.400	106.900
Transmitting ERP (watts)	0.200	0.300	1.300	2.600	2.400	1.500	0.200	0.100

Antenna: 6

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	128.800	95.600	83.500	85.900	115.200	97.000	105.400	106.900
Transmitting ERP (watts)	8.600	0.600	0.227	0.227	5.100	42.300	113.800	71.900

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
27	37-44-18.6 N	084-50-22.9 W	273.1	93.9	1042987

Address: 510 Lauren Drive (85566)

City: HARRODSBURG County: MERCER State: KY Construction Deadline: 12-17-2015

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)	94.900	97.000	92.200	89.100	67.100	91.800	105.500	107.400
Transmitting ERP (watts)	22.500	9.700	0.800	0.100	0.200	0.300	3.000	17.400

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)	94.900	97.000	92.200	89.100	67.100	91.800	105.500	107.400
Transmitting ERP (watts)	0.100	1.000	9.400	22.000	17.400	2.600	0.200	0.100

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)	94.900	97.000	92.200	89.100	67.100	91.800	105.500	107.400
Transmitting ERP (watts)	0.200	0.100	0.100	0.400	1.800	2.300	2.600	1.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
30	37-45-36.7 N	085-59-28.9 W	242.3	77.7	1228925

Address: 140 BERRYTOWN ROAD (86906)

City: Rineyville County: HARDIN State: KY Construction Deadline: 12-17-2015

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)	97.800	88.600	61.000	80.100	84.200	80.000	69.700	78.500
Transmitting ERP (watts)	223.400	150.100	23.100	8.300	0.446	1.100	25.400	136.900

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.800	88.600	61.000	80.100	84.200	80.000	69.700	78.500
Transmitting ERP (watts)	1.500	50.300	183.700	235.200	88.900	12.500	4.700	0.500

Antenna: 5

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	97.800	88.600	61.000	80.100	84.200	80.000	69.700	78.500
Transmitting ERP (watts)	10.200	1.200	0.500	7.000	88.900	214.500	206.100	42.800

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
31	37-56-34.5 N	084-57-41.8 W	279.2	99.1	1219406

Address: 1114 Bondville Road (94203)

City: Willisburg County: ANDERSON State: KY Construction Deadline: 12-17-2015

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)	133.500	140.200	135.100	117.400	118.100	134.100	132.900	128.800
Transmitting ERP (watts)	189.700	79.700	6.500	0.800	0.400	0.400	12.400	95.600

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)	133.500	140.200	135.100	117.400	118.100	134.100	132.900	128.800
Transmitting ERP (watts)	1.500	17.300	88.500	106.400	25.000	2.400	0.212	0.400

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)	133.500	140.200	135.100	117.400	118.100	134.100	132.900	128.800
Transmitting ERP (watts)	1.900	0.629	0.629	8.700	104.200	314.700	227.900	23.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
32	37-33-17.6 N	086-04-47.0 W	255.7	78.6	1224566

Address: 1051 Rock Creek Rd (81453)

City: Big Clifty County: HARDIN State: KY Construction Deadline: 12-17-2015

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)	97.100	117.100	126.800	128.200	117.700	108.900	118.200	111.300
Transmitting ERP (watts)	7.700	21.500	18.900	3.500	0.300	0.100	0.100	0.800

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)	97.100	117.100	126.800	128.200	117.700	108.900	118.200	111.300
Transmitting ERP (watts)	180.400	21.600	3.300	0.611	1.200	8.700	98.400	305.700

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)	97.100	117.100	126.800	128.200	117.700	108.900	118.200	111.300
Transmitting ERP (watts)	1.400	0.809	0.809	22.800	184.900	404.600	198.600	15.400

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
34	37-09-56.5 N	085-32-47.5 W	261.5	60.7	

Address: Matney Rd (114158)

City: Greensburg County: GREEN State: KY Construction Deadline: 12-17-2015

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)	117.100	110.000	104.200	85.500	77.400	93.900	94.100	102.900
Transmitting ERP (watts)	178.200	198.800	58.300	32.600	0.400	12.100	67.000	198.800

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)	117.100	110.000	104.200	85.500	77.400	93.900	94.100	102.900
Transmitting ERP (watts)	16.300	108.000	216.800	225.700	141.600	40.600	29.900	11.200

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)	117.100	110.000	104.200	85.500	77.400	93.900	94.100	102.900
Transmitting ERP (watts)	31.000	12.000	16.100	35.400	158.900	210.600	237.700	91.900

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
35	37-45-21.0 N	084-49-26.0 W	285.0	64.3	1031524

Address: 1190 US 127 Bypass (114803)

City: HARRODSBURG County: MERCER State: KY Construction Deadline: 12-17-2015

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)	73.000	82.600	68.600	68.500	43.400	68.500	77.300	78.300
Transmitting ERP (watts)	16.900	69.800	58.700	9.100	0.400	0.139	0.139	1.200

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)	73.000	82.600	68.600	68.500	43.400	68.500	77.300	78.300
Transmitting ERP (watts)	0.200	0.200	3.000	34.100	79.400	38.200	3.800	0.200

Antenna: 4

Maximum Transmitting ERP in Watts: 140.820

Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	73.000	82.600	68.600	68.500	43.400	68.500	77.300	78.300
Transmitting ERP (watts)	19.800	1.200	0.149	0.149	0.500	7.400	53.500	74.800

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
36	37-54-01.0 N	085-55-32.9 W	206.7	57.0	

Address: 7101 9th Cavalry Regiment Avenue (119146)

City: Fort Knox County: HARDIN State: KY Construction Deadline: 12-17-2015

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)	78.500	62.700	62.400	46.400	30.000	34.400	34.300	51.400
Transmitting ERP (watts)	14.200	22.100	6.400	2.600	0.300	1.600	8.200	17.900

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)	78.500	62.700	62.400	46.400	30.000	34.400	34.300	51.400
Transmitting ERP (watts)	2.100	48.300	243.200	333.800	71.000	7.600	2.700	1.000

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)	78.500	62.700	62.400	46.400	30.000	34.400	34.300	51.400
Transmitting ERP (watts)	41.800	16.200	21.700	47.700	214.300	284.100	320.600	124.000

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
37	37-19-24.0 N	085-19-29.0 W	276.8	63.1	1042222

Address: 685 Smith Ridge Road (94212)

City: CAMPBELLSVILLE County: TAYLOR State: KY Construction Deadline: 12-17-2015

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)	50.800	60.800	65.900	91.400	109.700	103.600	107.900	86.800
Transmitting ERP (watts)	23.000	86.600	74.000	13.000	0.600	0.200	0.200	1.700

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)	50.800	60.800	65.900	91.400	109.700	103.600	107.900	86.800
Transmitting ERP (watts)	0.500	0.400	6.900	73.500	150.000	80.500	9.000	0.300

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)	50.800	60.800	65.900	91.400	109.700	103.600	107.900	86.800
Transmitting ERP (watts)	17.900	1.100	0.135	0.135	0.400	6.700	48.300	67.600

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
39	37-59-45.5 N	085-57-01.3 W	131.7	45.7	

Address: 201 S 10TH STREET (37605)

City: WEST POINT County: HARDIN State: KY Construction Deadline: 12-17-2015

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)	7.600	6.900	10.000	3.400	1.100	0.100	0.700	3.100

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)	2.700	0.600	0.900	21.900	145.300	283.900	89.300	9.100

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
40	37-31-58.0 N	085-18-59.0 W	319.1	103.6	1043055

Address: 5.6 KM SOUTHWEST OF (87842)

City: LEBANON County: MARION State: KY Construction Deadline: 12-17-2015

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)	134.500	114.000	119.600	125.400	109.400	124.600	166.500	158.900
Transmitting ERP (watts)	72.400	252.600	184.100	25.300	3.200	0.505	1.100	5.300

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)	134.500	114.000	119.600	125.400	109.400	124.600	166.500	158.900
Transmitting ERP (watts)	0.600	0.900	15.700	125.200	295.100	111.600	11.400	2.900

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)	134.500	114.000	119.600	125.400	109.400	124.600	166.500	158.900
Transmitting ERP (watts)	55.000	5.900	2.100	0.800	1.700	37.400	188.400	258.500

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
41	37-59-10.4 N	084-52-49.1 W	263.3	91.4	1250393

Address: 1815 Bypass South (148463)

City: Lawrenceburg County: ANDERSON State: KY Construction Deadline: 12-17-2015

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)	86.600	77.000	77.400	99.500	82.400	76.000	81.700	75.700
Transmitting ERP (watts)	118.900	197.200	73.300	51.900	0.400	26.000	92.300	184.100

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
41	37-59-10.4 N	084-52-49.1 W	263.3	91.4	1250393

Address: 1815 Bypass South (148463)

City: Lawrenceburg County: ANDERSON State: KY Construction Deadline: 12-17-2015

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)	86.600	77.000	77.400	99.500	82.400	76.000	81.700	75.700
Transmitting ERP (watts)	27.400	134.400	181.300	170.500	159.100	48.000	60.500	27.400

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)	86.600	77.000	77.400	99.500	82.400	76.000	81.700	75.700
Transmitting ERP (watts)	47.300	18.300	24.500	54.000	242.700	321.700	363.100	140.400

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
42	37-46-06.0 N	084-51-43.0 W	275.2	93.3	1042217

Address: 840 Cornishville Road (94222)

City: HARRODSBURG County: MERCER State: KY Construction Deadline: 12-17-2015

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)	107.300	113.900	98.100	93.600	90.600	103.600	113.100	108.400
Transmitting ERP (watts)	233.400	0.500	0.500	0.500	0.600	1.300	4.900	1.000

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)	107.300	113.900	98.100	93.600	90.600	103.600	113.100	108.400
Transmitting ERP (watts)	2.500	296.500	18.600	4.900	1.000	0.600	0.600	0.600

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)	107.300	113.900	98.100	93.600	90.600	103.600	113.100	108.400
Transmitting ERP (watts)	0.100	1.200	10.200	19.800	14.000	1.700	0.100	0.100

Antenna: 4

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	107.300	113.900	98.100	93.600	90.600	103.600	113.100	108.400
Transmitting ERP (watts)	1.400	0.200	0.102	0.400	6.100	36.600	51.100	16.900

Control Points:

Control Pt. No. 1

Address: 124 S. Keeneland Drive (Suite 103)

City: Richmond County: MADISON State: KY Telephone Number: (859)544-4804

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKQ346

File Number:

Print Date:

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).

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLG209	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 04-12-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA263	Channel Block D	Sub-Market Designator 0	
Market Name Louisville, KY			
1st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

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).

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: KNLG209

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 05-27-2015	Effective Date 08-31-2018	Expiration Date 06-23-2025	Print Date
Market Number MTA026	Channel Block A	Sub-Market Designator 19	
Market Name Louisville-Lexington-Evansvill			
1st Build-out Date 06-23-2000	2nd Build-out Date 06-23-2005	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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

Call Sign WQDI528	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 08-17-2015	Effective Date 08-31-2018	Expiration Date 09-06-2025	Print Date
Market Number BTA263	Channel Block C	Sub-Market Designator 7	
Market Name Louisville, KY			
1st Build-out Date 09-06-2010	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

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).

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: WQDI528

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

Reference Copy

REFERENCE COPY

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



**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQFA869	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 04-11-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA263	Channel Block E	Sub-Market Designator 4	
Market Name Louisville, KY			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

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).

Conditions:

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

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQFA869

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

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 WQGA817	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 08-31-2018	Expiration Date 11-29-2021	Print Date
Market Number CMA446	Channel Block A	Sub-Market Designator 0	
Market Name Kentucky 4 - Spencer			
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: WQGA817

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

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

FCC Registration Number (FRN): 0003291192

Grant Date 12-18-2006	Effective Date 02-20-2019	Expiration Date 12-18-2021	Print Date
Market Number BEA070	Channel Block C	Sub-Market Designator 0	
Market Name Louisville, KY-IN			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD757

File Number:

Print Date:

700 MHz Relicensed Area Information:

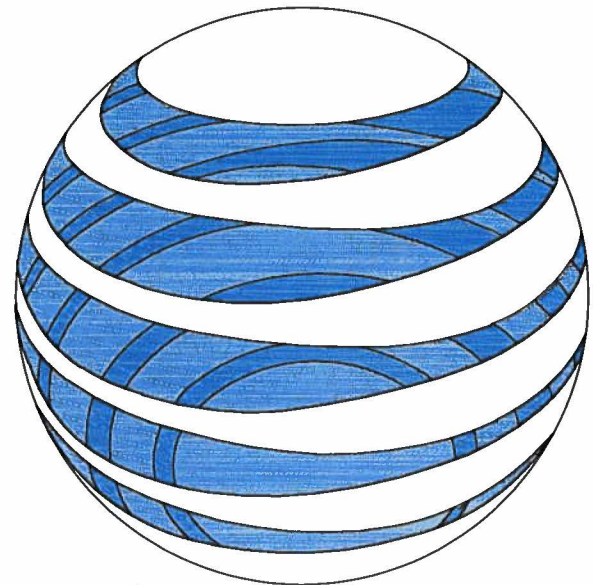
Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



at&t

SITE NAME:
PENICK

FA NUMBER:
10589975

PROPOSED RAW LAND SITE WITH 195' MONOPOLE WITH A 4' LIGHTNING ARRESTOR AND INSTALLATION OF A CELLXION 8'-0" X 8'-0" SHELTER WITH A GENERAC 30KW DIESEL GENERATOR ON AN 10'-0" X 16'-8" 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-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 LEBANON FIRE DEPARTMENT PHONE: (270) 695-26830	
POLICE DEPARTMENT MARION COUNTY SHERIFF PHONE: (270) 692-3051	
ELECTRIC COMPANY INTER COUNTY ENERGY PHONE: (270) 692-3761	
TELEPHONE COMPANY WINDSTREAM PHONE: (502) 519-3166	

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
 16300
 PROFESSIONAL ENGINEER

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	2.4.19	ISSUED FOR REVIEW
0	6.24.19	ISSUED AS FINAL

SITE INFORMATION:

PENICK

325 HOURIGAN LANE
LEBANON, KY 40033

MARION COUNTY

FA NUMBER:
10589975

POD NUMBER: 18-26565

DRAWN BY: KDP
 CHECKED BY: MEP
 DATE: 2.1.19

SHEET TITLE:

TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:
T-1



VICINITY MAP

SCALE: NONE

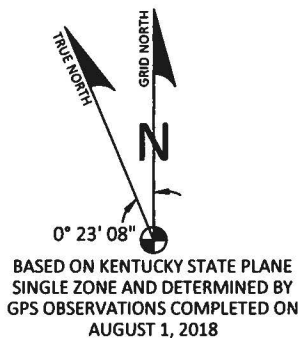
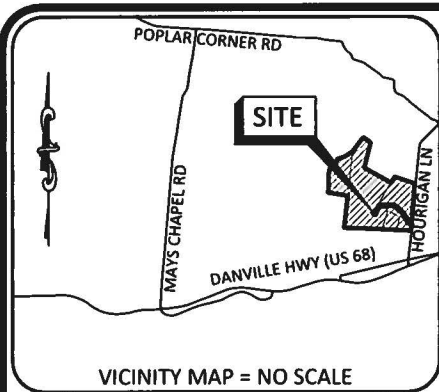
DRIVE DIRECTIONS	
FROM MARION COUNTY CLERK, 223 NORTH SPALDING AVENUE, SUITE 102, LEBANON, KENTUCKY 40033:	
HEAD SOUTHEAST ON N SPALDING AVE TOWARD MARTIN LUTHER KING AVE	499 FEET
TURN LEFT AT THE 2ND CROSS STREET ONTO US-68 E/E MAIN ST	7.7 MILES
TURN LEFT ONTO HOURIGAN LN	0.3 MILES
ARRIVE AT SITE, ON THE LEFT	

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

PROJECT INFORMATION	
COUNTY:	MARION
SITE ADDRESS:	325 HOURIGAN LANE LEBANON, KY 40033
APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
LATITUDE:	37° 35' 12.75"
LONGITUDE:	-85° 07' 18.78"

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

BUILDING CODES AND STANDARDS	
CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.	
<ul style="list-style-type: none"> 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 2018 KBC 2014 NEC 	
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.	



TEMPORARY BENCHMARK
 NORTHING: 3738297.701
 EASTING: 5103338.492
 ELEVATION: 961.42'
 LOCATION: SET IRON PIN WITH CAP
 MARKED "POD TBM" N17°46"W
 367.2'± FROM THE
 NORTHERNMOST CORNER OF THE
 PROPOSED LEASE AREA.

PARCEL ID: 085-014
 OREN KEITH GARRETT

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°35'12.75"
 LONGITUDE: 85°07'18.78"
 NAVD 88
 ELEVATION: 960'± AMSL
 NORTHING: 3737879.693
 EASTING: 5103244.798

PROPOSED LEASE AREA
 (10,000.000 S.F.)
 SEE SHEET B-1.1 FOR DETAIL

PARCEL ID: 085-20
 RICHARD T. STOFER III & CONNIE L. TUCKER
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

PROPOSED 30' ACCESS & UTILITY EASEMENT
 (68,917.015 S.F.)
 SEE SHEETS B-1.1, B-1.2, & B-1.3 FOR DETAIL

P.O.R.
 FOUND 12" DIA.
 FLAGGED FENCE CORNER

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT ONLY, AND NO 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 0.08', FOR A PRECISION OF 1:32,405 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 30' ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21155C0225C, DATED 01/06/2010.

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

6/24/2019

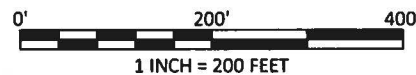
DATE

LEGEND

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

GLOBAL POSITIONING SYSTEMS NOTE

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



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.

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

PREPARED FOR:

PREPARED FOR:

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
D	9.14.18	ISSUED AS FINAL
1	6.24.19	OLC COMMENTS

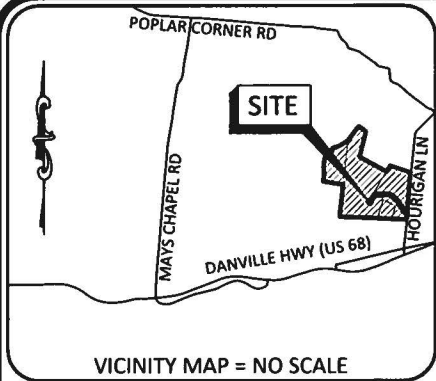
SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY
TAX PARCEL NUMBER:
 085-020
PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515
SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)
B-1



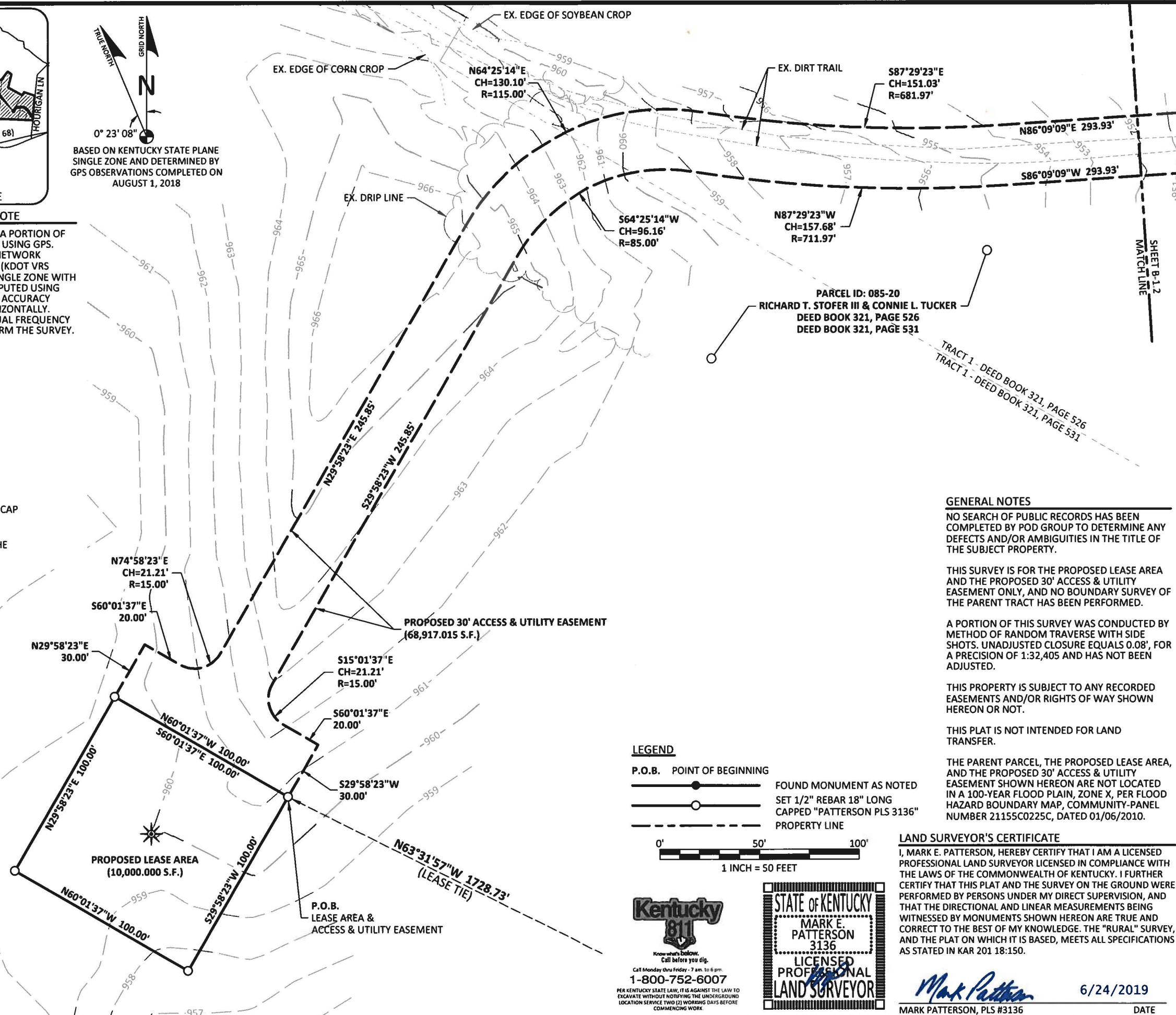
TRUE NORTH
GRID NORTH
0° 23' 08" N
BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 1, 2018

GLOBAL POSITIONING SYSTEMS NOTE

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

FAA COORDINATE POINT
NAD 83
LATITUDE: 37°35'12.75"
LONGITUDE: 85°07'18.78"
NAVD 88
ELEVATION: 960± AMSL
NORTHING: 3737879.693
EASTING: 5103244.798

TEMPORARY BENCHMARK
NORTHING: 3738297.701
EASTING: 5103338.492
ELEVATION: 961.42'
LOCATION: SET IRON PIN WITH CAP MARKED "POD TBM" N17°46'W 367.2± FROM THE NORTHERNMOST 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

SURVEY

REV.	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
0	9.14.18	ISSUED AS FINAL
1	6.24.19	OLC COMMENTS

SITE INFORMATION:
PENICK
325 HOURIGAN LANE
LEBANON, KY 40033
MARION COUNTY
TAX PARCEL NUMBER:
085-020
PROPERTY OWNER:
RICHARD T. STOFER III & CONNIE L. TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515
SOURCE OF TITLE:
DEED BOOK 321, PAGE 526
DEED BOOK 321, PAGE 531

SITE NUMBER:
KYL004166

POD NUMBER: 18-26567

DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)

B-1.1

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT ONLY, AND NO 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 0.08', FOR A PRECISION OF 1:32,405 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.

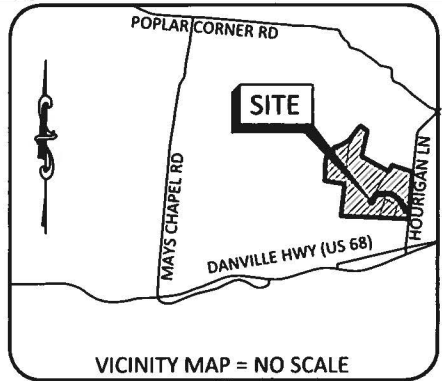
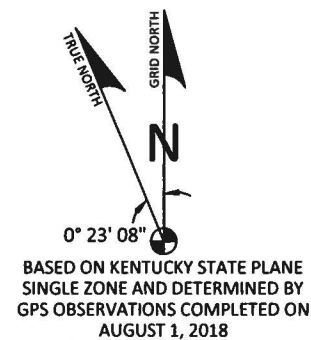
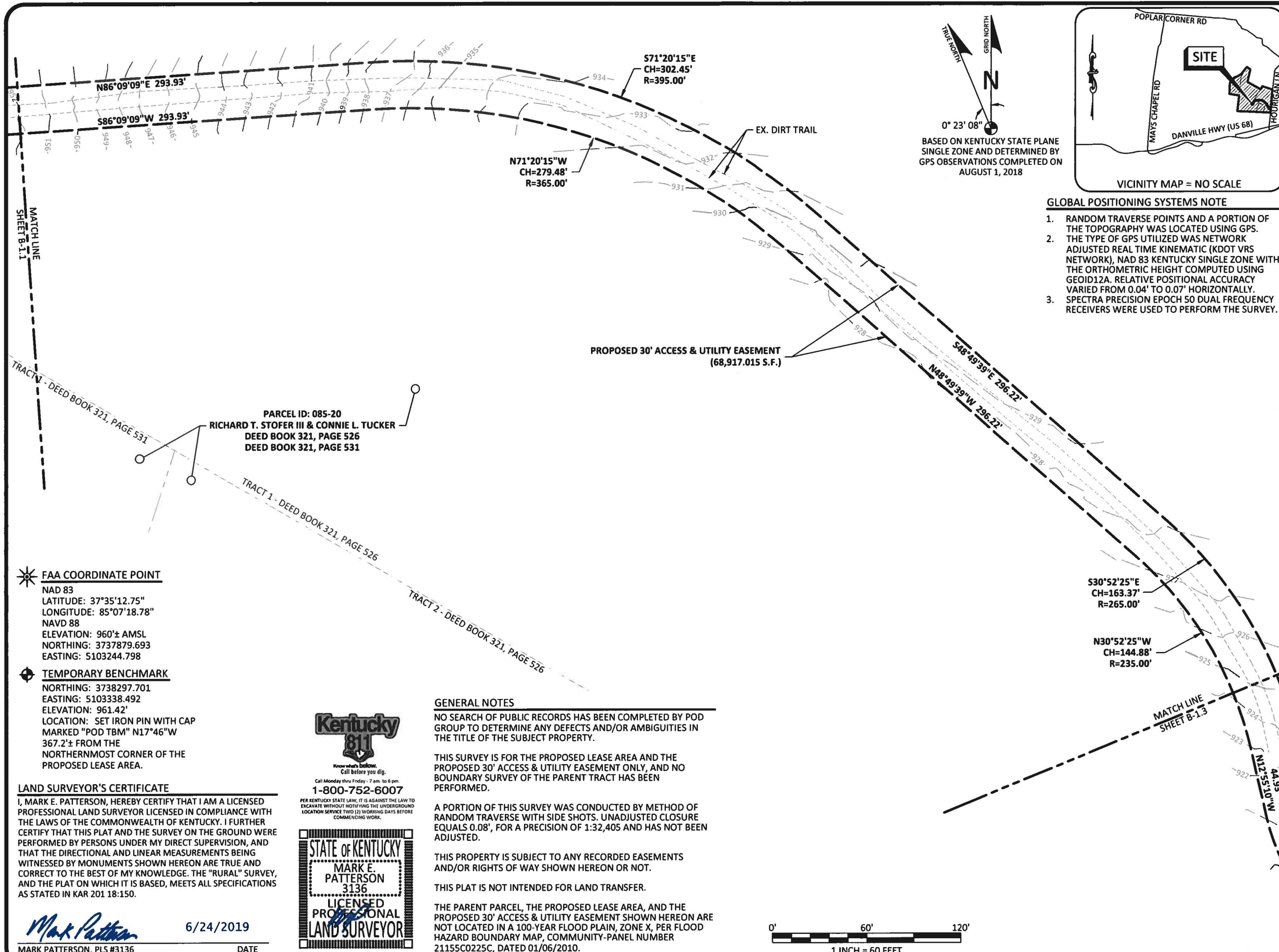
THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21155C0225C, DATED 01/06/2010.

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
DATE: 6/24/2019



GLOBAL POSITIONING SYSTEMS NOTE

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

PARCEL ID: 085-20
 RICHARD T. STOFER III & CONNIE L. TUCKER
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°35'12.75"
 LONGITUDE: 85°07'18.78"
 NAVD 88
 ELEVATION: 960± AMSL
 NORTHING: 3737879.693
 EASTING: 5103244.798

TEMPORARY BENCHMARK
 NORTHING: 3738297.701
 EASTING: 5103338.492
 ELEVATION: 961.42'
 LOCATION: SET IRON PIN WITH CAP MARKED "POD TBM" N17°46"W 367.2± FROM THE NORTHERNMOST CORNER OF THE PROPOSED LEASE AREA.

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
 6/24/2019
 DATE



GENERAL NOTES

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

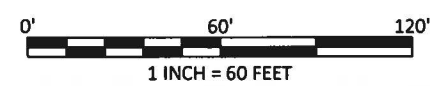
THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.08', FOR A PRECISION OF 1:32,405 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 30' ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21155C0225C, DATED 01/06/2010.



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

PREPARED FOR:
MasTec

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
0	9.14.18	ISSUED AS FINAL
1	6.24.19	OLC COMMENTS

SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY

TAX PARCEL NUMBER:
 085-020

PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515

SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

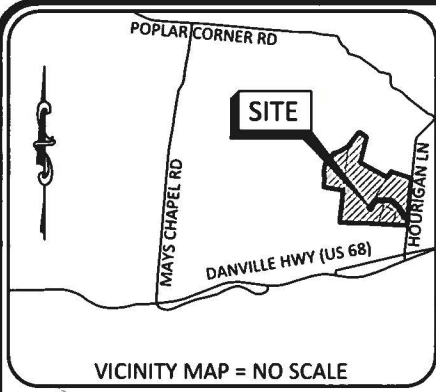
SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567

DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

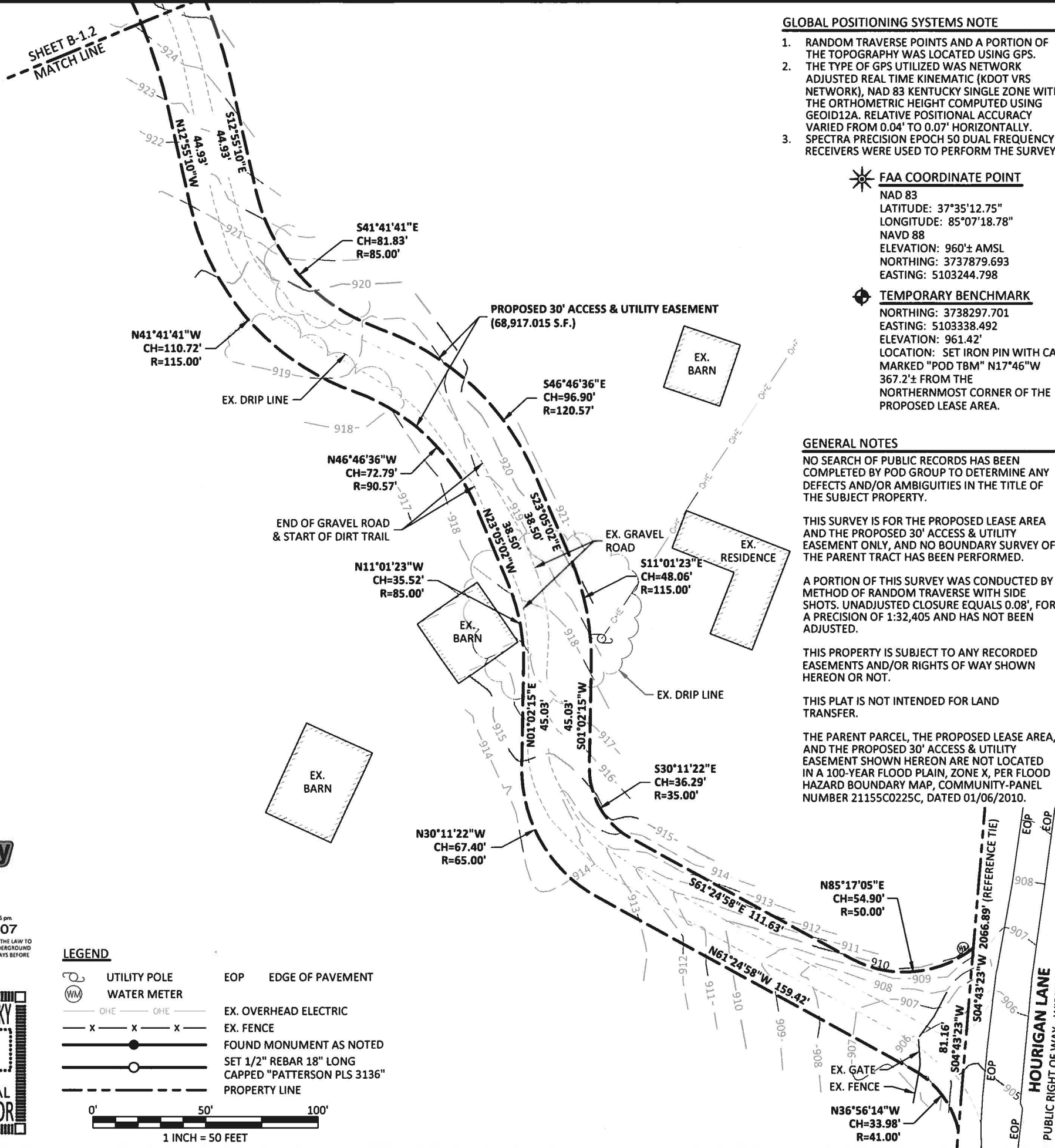
SHEET TITLE:
SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (6 pages)
B-1.2



0° 23' 08" N
 TRUE NORTH
 GRID NORTH

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 1, 2018



GLOBAL POSITIONING SYSTEMS NOTE

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

FAA COORDINATE POINT

NAD 83
 LATITUDE: 37°35'12.75"
 LONGITUDE: 85°07'18.78"
 NAVD 88
 ELEVATION: 960± AMSL
 NORTHING: 3737879.693
 EASTING: 5103244.798

TEMPORARY BENCHMARK

NORTHING: 3738297.701
 EASTING: 5103338.492
 ELEVATION: 961.42'
 LOCATION: SET IRON PIN WITH CAP MARKED "POD TBM" N17°46"W 367.2'± FROM THE NORTHERNMOST CORNER OF THE PROPOSED LEASE AREA.

GENERAL NOTES

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THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT ONLY, AND NO 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 0.08', FOR A PRECISION OF 1:32,405 AND HAS NOT BEEN ADJUSTED.

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

PREPARED FOR:

PREPARED FOR:

SURVEY

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SITE INFORMATION:

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TAX PARCEL NUMBER:
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 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515

SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567

DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)

B-1.3

LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson
 MARK PATTERSON, PLS #3136
 6/24/2019
 DATE

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.

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

LEGEND

	UTILITY POLE		EOP EDGE OF PAVEMENT
	WATER METER		EX. OVERHEAD ELECTRIC
	OHE		EX. FENCE
	FOUND MONUMENT AS NOTED		SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
	PROPERTY LINE		

0' 50' 100'
 1 INCH = 50 FEET

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 AND DEED BOOK 321, PAGE 531, PARCEL ID: 085-20, 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 AUGUST 1, 2018.

COMMENCING AT A FOUND 12" DIAMETER FLAGGED FENCE CORNER IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 (TRACT 1), BEING PART OF PARCEL ID: 085-20, SAID FENCE CORNER ALSO BEING THE NORTHEAST CORNER OF PROPERTY CONVEYED TO HAGAN LLC AS RECORDED IN DEED BOOK 255, PAGE 11, SAID FENCE CORNER ALSO BEING IN THE WEST RIGHT OF WAY LINE OF HOURIGAN LANE, SAID FENCE CORNER FOR REFERENCE BEING S04°43'23"W 2066.89' FROM A FOUND 12" DIAMETER FENCE CORNER IN THE NORTHEAST CORNER OF AFOREMENTIONED PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER IN DEED BOOK 321, PAGE 526 (TRACT 1); THENCE TRAVERSING SAID PROPERTY CONVEYED TO STOFER AND TUCKER N63°31'57"W 1728.73' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERNMOST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE S29°58'23"W 100.00' TO A "SET IPC"; THENCE N60°01'37"W 100.00' TO A "SET IPC"; THENCE N29°58'23"E 100.00' TO A "SET IPC"; THENCE S60°01'37"E 100.00' TO THE TRUE POINT OF BEGINNING, CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED AUGUST 1, 2018.

PROPOSED 30' ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 AND DEED BOOK 321, PAGE 531, PARCEL ID: 085-20, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PARENT PARCEL LEGAL DESCRIPTION

AS RECORDED IN DEED BOOK 231 PAGE 526:

FIRST TRACT:

BEGINNING AT A STAKE, CORNER TO JAMES HOURIGAN LAND, THENCE S. 75 E. 60.72 POLES TO A STONE IN THE ROAD, CORNER TO SAME, THENCE S. 1. W. 125 POLES, THENCE S. 88 ½ W. 40 POLES, THENCE N. 11 E. 34.52 POLES TO A STAKE, THENCE N. 63 ¼ W. 68 POLES TO A STONE, COMER TO GEORGE MOORE LAND, THENCE N. 27 ½ E. 87 POLES TO THE BEGINNING, CONTAINING 54 ½ ACRES, MORE OR LESS.

SECOND TRACT:

ON LANDERS CREEK AND BEGINNING AT A STAKE IN THE OLD SPRINGFIELD ROAD AND CORNER TO MYERS LAND, THENCE S. 11 W. 34.72 POLES TO A STAKE, CORNER TO SAME IN A. HOURIGAN LAND, THENCE S. 89 ½ W. 38.50 POLES TO A STONE, CORNER TO SAID MOORE, THENCE N. 13 ½ E. 53.56 POLES TO A STONE IN SAID OLD ROAD AND CORNER TO SAME, THENCE S. 63 1/2 37.10 POLES TO THE BEGINNING, CONTAINING 10 ACRES, MORE OR LESS. SAID LAND IS SOLD AND CONVEYED SUBJECT TO THE SAME RESERVATION AS THE PASSWAY SET OUT IN THE DEED FROM W.W. MYERS AND WIFE TO J.B. EVANS OF DATE FEBRUARY 7, 1882, OF RECORD IN MARION COUNTY COURT CLERK'S OFFICE IN DEED BOOK 12 AT PAGE 608.

THIRD TRACT:

BEGINNING AT WITHDOW'S CORNER IN CENTER OF ROAD, THENCE S. 60 ½ E. 64 POLES, S. 75 E. 40 POLES, THENCE S. 15 W; 13 ¼ POLES TO A STAKE, CORNER TO Q.M. CHANDLER'S LAND, THENCE WITH LINE OF SAME W. 8 POLES TO GRAVEYARD, N. 4 E. 5 POLES, THENCE WEST 9 ½ POLES, THENCE S. 4 W. 5 POLES, THENCE W. 74 ½ POLES TO A STAKE IN THE ROAD, CORNER TO Q.M. CHANDLER'S LAND, THENCE WITH LINE OF J.T. RANEY'S LAND AND CENTER OF ROAD N. 2 E. 39 ½ POLES TO A STAKE IN THE CENTER OF SAID ROAD, THENCE N. 2 E. 14 POLES AND 21 LINKS TO THE PLACE OF BEGINNING, CONTAINING 18 ACRES, MORE OR LESS.

THE ABOVE THREE TRACTS OF LAND CONTAIN IN ALL 82.50 ACRES, MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

AS RECORDED IN DEED BOOK 321 PAGE 531:

TWO CERTAIN TRACTS OF LAND LYING IN THE WATERS OF LICK RUN IN MARION COUNTY, KENTUCKY, AND BOUNDED AND DESCRIBED AS FOLLOWS;

FIRST: BEGINNING AT A STONE ON THE SOUTH SIDE OF OLD ROAD AT THE GATE THENCE N. 28 E. 67 76 POLES TO A STONE IN GLASSCOCK'S LINE AND CORNER TO PUTNAM (NOW RILEY) LAND, THENCE WITH RILEY'S LINE N. 64 ¼ W. 81.56 POLES TO A STONE, CORNER TO RILEY, THENCE N. 11 E 69.03 POLES TO A STONE, CORNER TO RILEY, THENCE N. 57 W, 23.32 POLES TO THE CENTER OF LICK RUN TO THE CORNER OF DUDGEON, THENCE S. 49 W. 5.88 POLES TO A STONE IN LINE OF DUDGEON, THENCE S. 33 ¼ W 37.60 POLES TO SUGAR TREE AND HORN BEAN, CORNER IN DUDGEON LINE AND CORNER TO A.O. WAYNE LAND, THENCE S. 3 W. 117.76 POLES TO A SLONE, CORNER TO MRS. CHRISTIE, THENCE SAME COURSE S. 3. W. 82.24 POLES TO LARGE CORNER POST, A CORNER TO PAUL HOURIGAN, THENCE WITH HOURIGAN'S LINE N. 89 ½ E. 102 POLES TO A STONE, IN LINE OF HOURIGAN AND A CORNER TO A.C. GLASSCOCK, THENCE WITH GLASSCOCK LINE N. 15 ¼ E. 50 POLES TO A STONE ON SIDE OF OLD ROAD, THENCE ALONG ROAD LINE N 61 W 32 POLES TO THE BEGINNING, CONTAINING 112 ACRES MORE OR LESS.

SECOND: BEGINNING AT A SUGAR TREE AND HORN BEAN, CORNER TO FIRST TRACT ON THE EAST SIDE OF LICK RUN. THENCE S. 3. W. 117.76 POLES TO THE STONE ON HILL, CORNER TO MRS. CHRISTIE, THENCE WITH CHRISTIE'S LINE N. 84 W 53 ½ POLES LO STONE TO BE PLANTED AT A SMALL BRANCH NEAR A SMALL ELM, THENCE WITH A NEW LINE N 4 ½ E 20 POLES, N. 11 W. 16.60 POLES TO A PLUM TREE, THENCE N. 2 ½ E. 16 POLES, N. 8 E. 10 68 POLES TO POINT ON LICK RUN, AND DOWN SAME N 37 ½ E 36 POLES, N 71E. 16.52 POLES, N. 55 ¼ E 26.16 POLES TO THE BEGINNING, CONTAINING 35 ACRES, MORE OR LESS.

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

6/24/2019
DATE

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

PREPARED FOR:
MasTec

PREPARED FOR:
 at&t

SURVEY

REV.	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
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SITE INFORMATION:

PENICK
325 HOURIGAN LANE
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MARION COUNTY
TAX PARCEL NUMBER:
085-020
PROPERTY OWNER:
RICHARD T. STOFER III
& CONNIE L. TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515
SOURCE OF TITLE:
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DEED BOOK 321, PAGE 531

SITE NUMBER:
KYL004166

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SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)

B-1.4

TITLE OF COMMITMENT (PARCEL ID: 085-020)

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 AT&T MOBILITY, FILE NO. 59576-KY1803-5030, FA 10589975, EFFECTIVE DATE OF APRIL 12, 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: 085-020 / 77976
 PERIOD: 2017 PAYMENT STATUS: PAID
 TAX AMOUNT: \$1056.89
 (NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

2. MORTGAGES RETURNED HEREIN. (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 OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)

4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NOTICE OF RECOUPMENT LIEN CONNIE L. TUCKER, DEBTOR, V COMMONWEALTH OF KENTUCKY, SECURED PARTY, RECORDED 6/2/1995 IN BOOK 11 PAGE 727. (NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

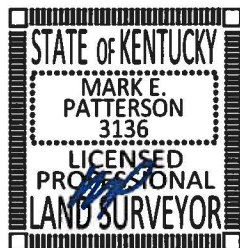
7. EASEMENT BY MARIE B. GLASSCOCK AND A. C. GLASSCOCK, HER HUSBAND TO TENNESSEE GAS PIPELINE COMPANY, DATED 10/19/1961 RECORDED 11/9/1971 IN BOOK 91 PAGE 557.
 NOTES: EASEMENT.
 (EASEMENT AS RECORDED IN BOOK 91, PAGE 557 IS 6 FEET WIDE, AND IS SAID TO HAVE ITS LOCATION SHOWN ON A PLAT ATTACHED TO SAID RECORDED DOCUMENT. SAID PLAT WAS NOT INCLUDED IN TITLE DOCUMENTS, THEREFORE POD GROUP, LLC COULD NOT EXAMINE OR ADDRESS THIS ITEM.)

(OTHER FILED DOCUMENTS)

8. RESERVATION OF PASSWAY SET FORTH IN DEED BOOK 12 PAGE 608
 NOTES: BEST COPY AVAILABLE.
 (DOCUMENT AS RECORDED IN DEED BOOK 12, PAGE 608 IS ILLEGIBLE, THEREFORE THE PASSWAY RESERVATION SET FORTH IN SAID DOCUMENT COULD NO BE PLOTTED, AND POD GROUP, LLC COULD NOT EXAMINE OR ADDRESS THIS ITEM.)

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

6/24/2019
 DATE

PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:



SURVEY		
REV.	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
D	9.14.18	ISSUED AS FINAL
1	6.24.19	OLC COMMENTS

SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY
 TAX PARCEL NUMBER:
 085-020
 PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515
 SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567

DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 8.1.18
 PLAT DATE: 8.13.18

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

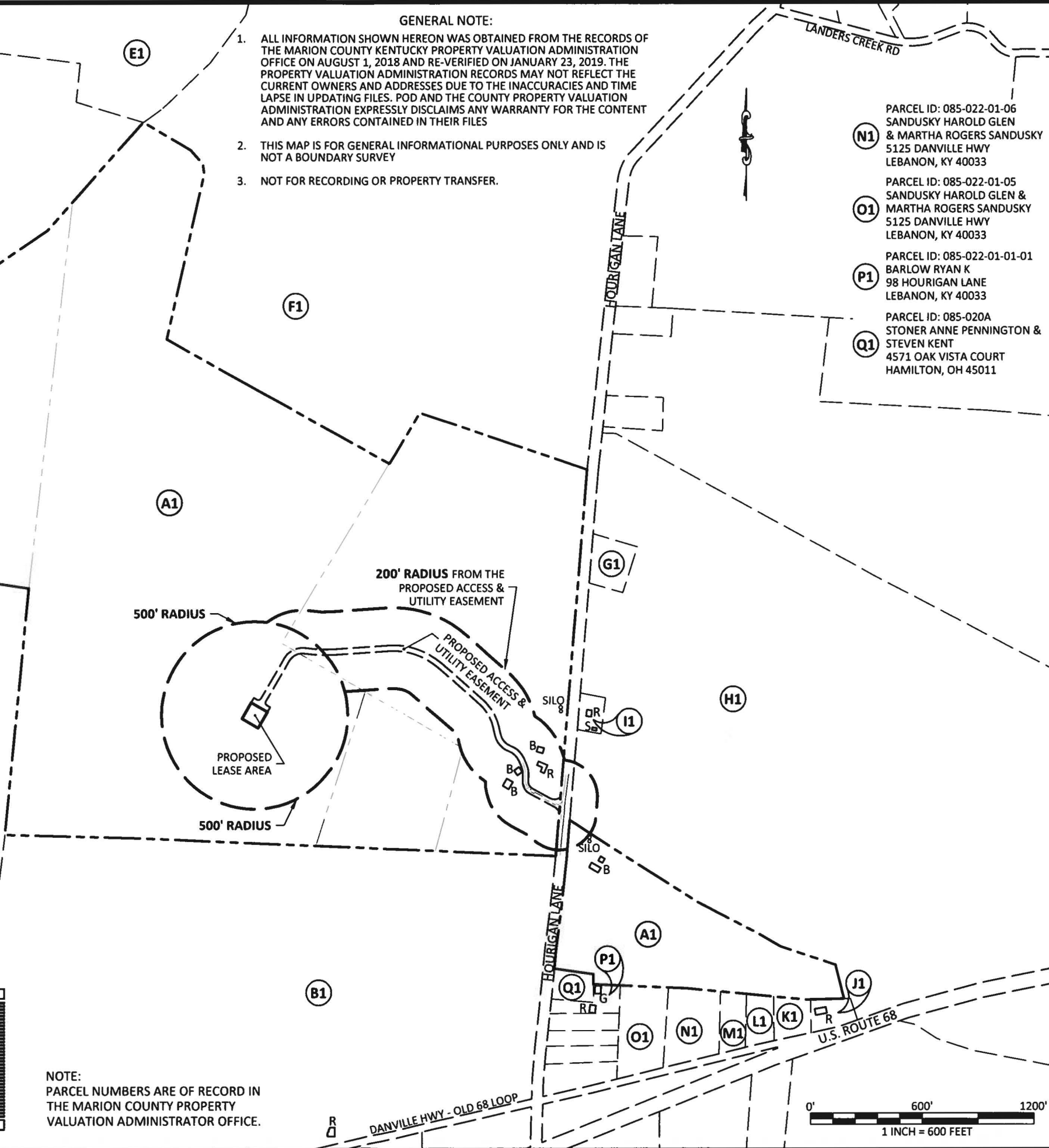
SHEET NUMBER: (6 pages)
B-1.5

- (A1)** PARCEL ID: 085-020
STOFFER RICHARD T III &
CONNIE L TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515
- (B1)** PARCEL ID: 085-021
HAGAN LLC
%WM H HAGAN
601 LAKESIDE DR
BARDSTOWN, KY 40004
- (C1)** PARCEL ID: 085-010
COYLE SUZANNE
7075 DANVILLE HWY
LEBANON, KY 40033
- (D1)** PARCEL ID: 085-001
CLARK MARGUERITE
469 W MAIN ST
LEBANON, KY 40033
- (E1)** PARCEL ID: 085-002
WRIGHT MARIE
3120 POPLAR CORNER RD
LEBANON, KY 40033
- (F1)** PARCEL ID: 085-002TR
SERRANO DOMINGO
2540 POPLAR CORNER RD
LEBANON, KY 40033
- (G1)** PARCEL ID: 085-014
GARRETT OREN KEITH
80 HOURIGAN RD
GRAVELSWITCH, KY 40328
- (H1)** PARCEL ID: 085-014TR2
GARRETT JASON
%THERESA GARRETT
135 WREN RD
GRAVELSWITCH, KY 40328
- (I1)** PARCEL ID: 085-019-01
WHITEHOUSE MARK A & MELISSA
550 HOURIGAN LN
LEBANON, KY 40033
- (J1)** PARCEL ID: 085-019
WHITEHOUSE JASON A & ASHLEY N
76 HOURIGAN LN
LEBANON, KY 40033
- (K1)** PARCEL ID: 085-019-02
WHITEHOUSE JASON A & ASHLEY N
76 HOURIGAN LN
LEBANON, KY 40033
- (L1)** PARCEL ID: 085-022-01
GARDNER MARK
155 RAYWICK RD
LEBANON, KY 40033
- (M1)** PARCEL ID: 085-022-01-08
SANDUSKY HAROLD G & MARTHA
5125 DANVILLE HWY
LEBANON, KY 40033
- (N1)** PARCEL ID: 085-022-01-07
SANDUSKY HAROLD G & MARTHA
5125 DANVILLE HWY
LEBANON, KY 40033
- (O1)** PARCEL ID: 085-022-01-09
GRIBBINS JOSHUA KYLE
580 OLDS LICK RD
BRADFORDSVILLE, KY 40009

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE MARION COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON AUGUST 1, 2018 AND RE-VERIFIED ON JANUARY 23, 2019. 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.

- (N1)** PARCEL ID: 085-022-01-06
SANDUSKY HAROLD GLEN
& MARTHA ROGERS SANDUSKY
5125 DANVILLE HWY
LEBANON, KY 40033
- (O1)** PARCEL ID: 085-022-01-05
SANDUSKY HAROLD GLEN &
MARTHA ROGERS SANDUSKY
5125 DANVILLE HWY
LEBANON, KY 40033
- (P1)** PARCEL ID: 085-022-01-01-01
BARLOW RYAN K
98 HOURIGAN LANE
LEBANON, KY 40033
- (Q1)** PARCEL ID: 085-020A
STONER ANNE PENNINGTON &
STEVEN KENT
4571 OAK VISTA COURT
HAMILTON, OH 45011



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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV.	DATE	DESCRIPTION
A	1.23.19	ISSUED FOR REVIEW
0	6.24.19	OLC COMMENTS / FINAL

SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY
TAX PARCEL NUMBER:
 085-020
PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515
SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

SITE NUMBER:
 KYL004166

POD NUMBER: 18-26568
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 1.23.19

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.

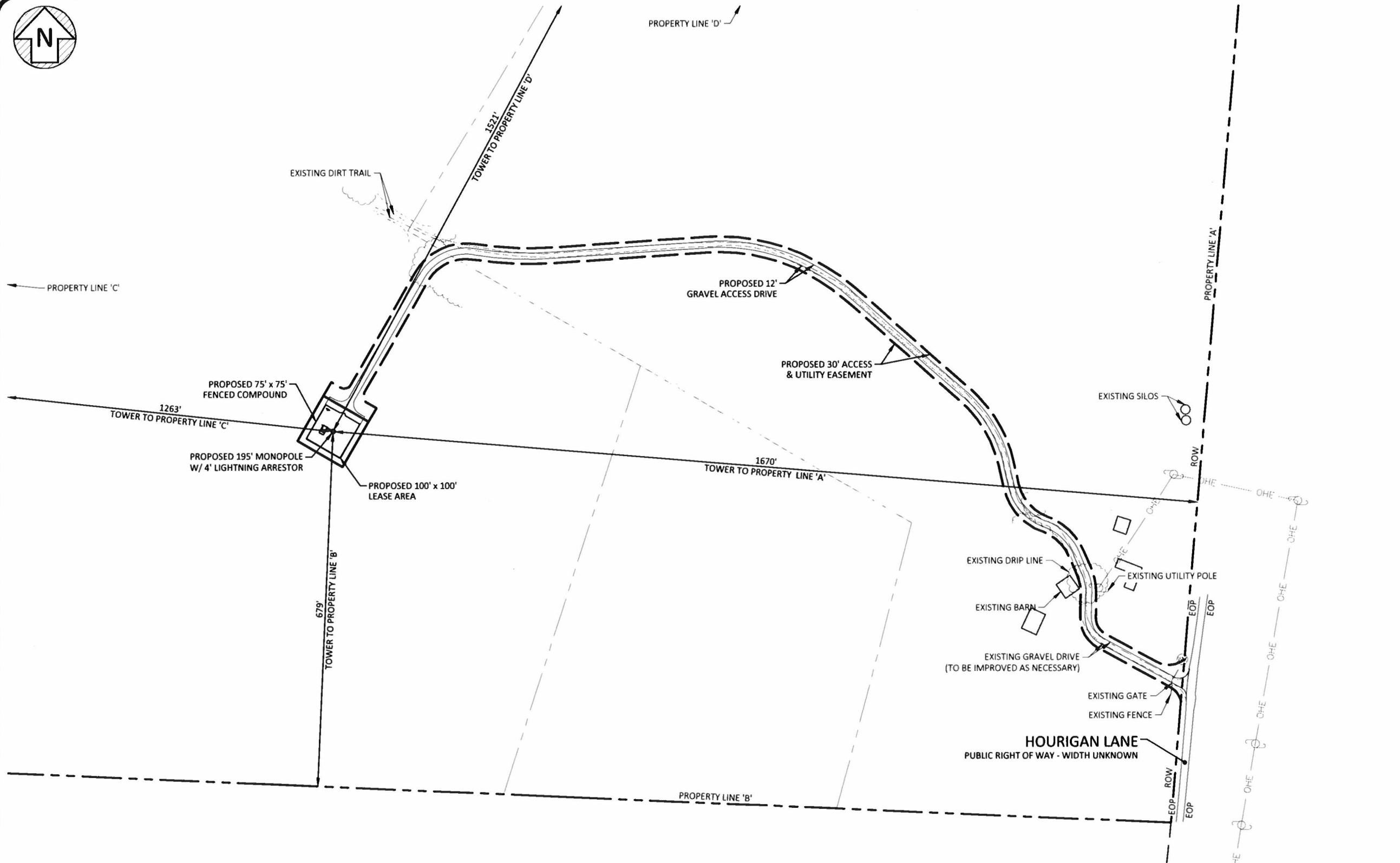
Mark Patterson
 MARK PATTERSON, PLS #3136
 DATE: 6/24/2019



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



PROPERTY LINE 'D'



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 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

STATE OF KENTUCKY
 MARK E. PATTERSON
 16300
 PROFESSIONAL ENGINEER
 6/24/2019

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	2.4.19	ISSUED FOR REVIEW
0	6.24.19	ISSUED AS FINAL

SITE INFORMATION:

PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY

FA NUMBER:
 10589975

POD NUMBER: 18-26565

DRAWN BY: KDP
 CHECKED BY: MEP
 DATE: 2.1.19

SHEET TITLE:

OVERALL SITE LAYOUT

SHEET NUMBER:

C-1



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

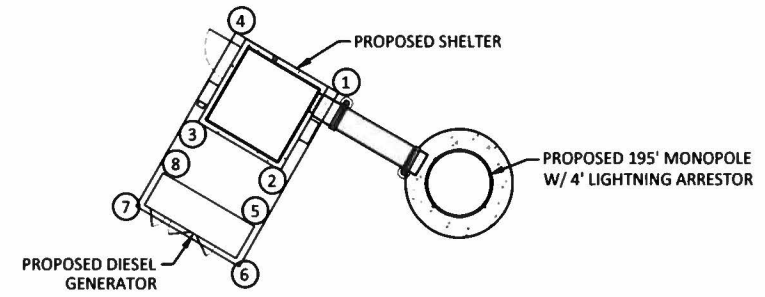


LEGEND

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

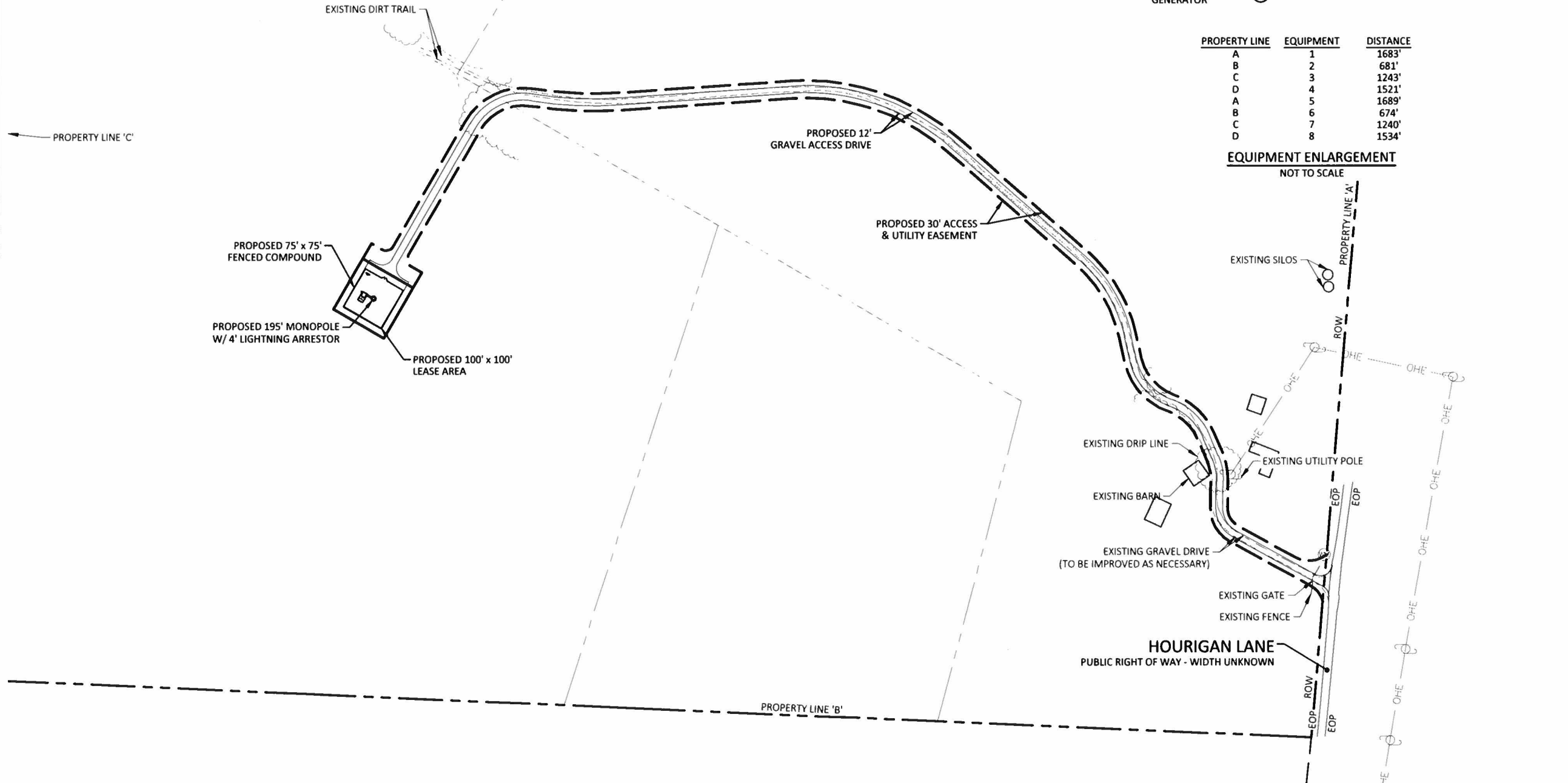


PROPERTY LINE 'D'



PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	1683'
B	2	681'
C	3	1243'
D	4	1521'
A	5	1689'
B	6	674'
C	7	1240'
D	8	1534'

EQUIPMENT ENLARGEMENT
NOT TO SCALE



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LOUISVILLE, KY 40299
502-437-5252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

STATE OF KENTUCKY
MARK E. PATTERSON
16300
PROFESSIONAL ENGINEER
6/24/2019

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
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0	6.24.19	ISSUED AS FINAL

SITE INFORMATION:

PENICK

325 HOURIGAN LANE
LEBANON, KY 40033
MARION COUNTY

FA NUMBER:
10589975

POD NUMBER: 18-26565

DRAWN BY: KDP
CHECKED BY: MEP
DATE: 2.1.19

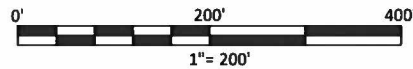
SHEET TITLE:

OVERALL SITE LAYOUT -CONT'D

SHEET NUMBER:
C-2

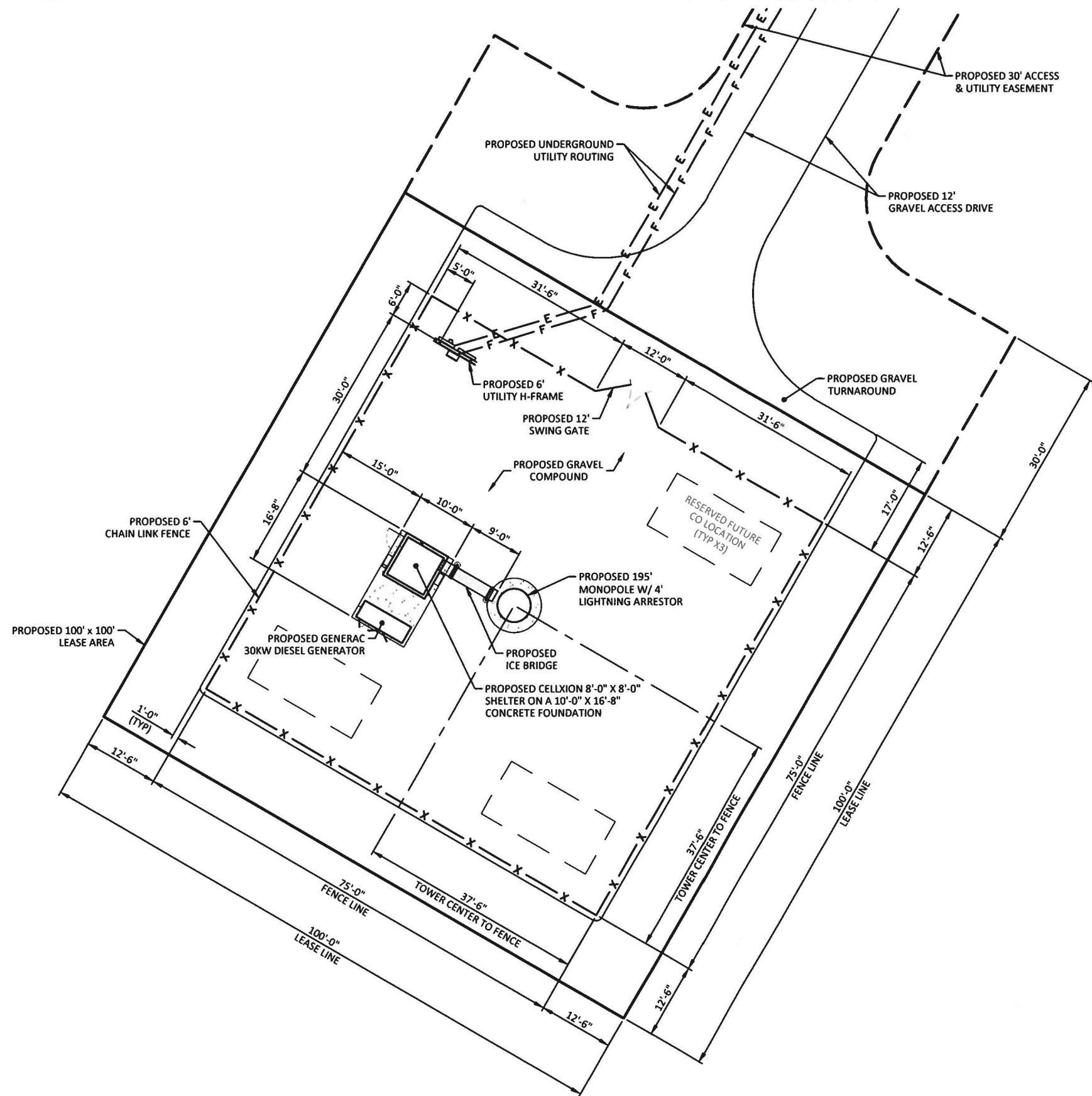


Know what's below.
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1-800-752-6007
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

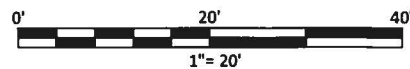


LEGEND

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



- LEGEND**
- PROPOSED ACCESS & UTILITY EASEMENT
 - X-X- PROPOSED FENCE LINE
 - E-E- PROPOSED ELECTRIC CONDUIT
 - F-F- PROPOSED FIBER CONDUIT



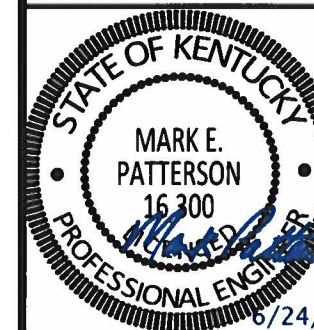
Know what's below.
Call before you dig.
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PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW
TO EXCAVATE WITHOUT NOTIFYING THE
UNDERGROUND LOCATION SERVICE TWO (2)
WORKING DAYS BEFORE COMMENCING WORK

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LOUISVILLE, KY 40299
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PREPARED FOR:
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6/24/2019

EN PERMIT: 3594

**ZONING
DRAWINGS**

REV	DATE	DESCRIPTION
A	2.4.19	ISSUED FOR REVIEW
0	6.24.19	ISSUED AS FINAL

SITE INFORMATION:

PENICK

325 HOURIGAN LANE
LEBANON, KY 40033

MARION COUNTY

FA NUMBER:
10589975

POD NUMBER: 18-26565

DRAWN BY: KDP
CHECKED BY: MEP
DATE: 2.1.19

SHEET TITLE:

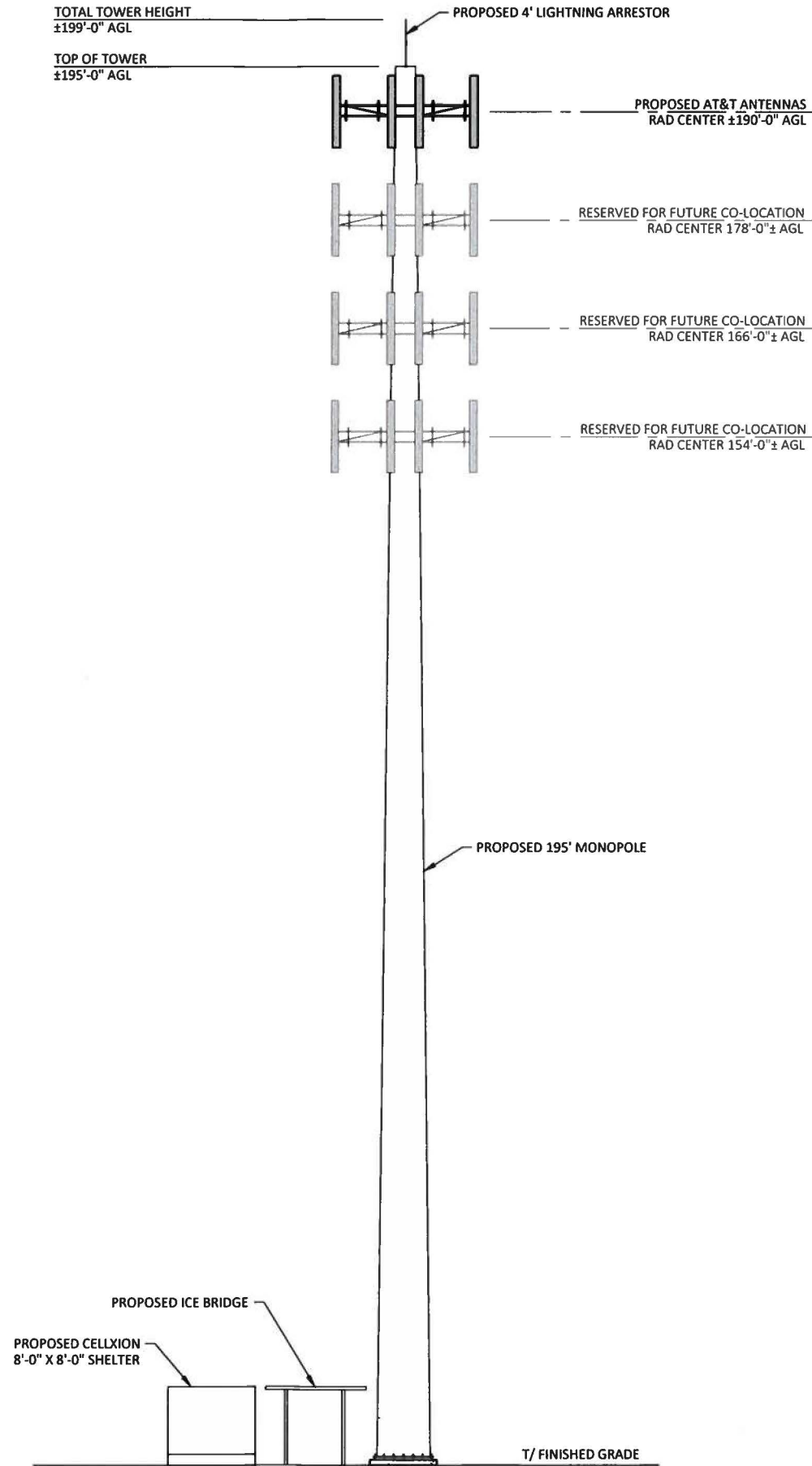
**ENLARGED
COMPOUND
LAYOUT**

SHEET NUMBER:

C-3

TOWER NOTES:

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



PREPARED BY:

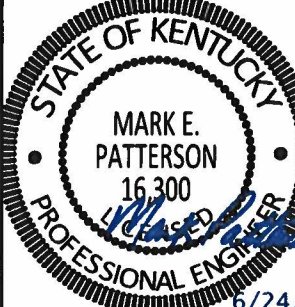
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:

MasTec

PREPARED FOR:

at&t

STATE OF KENTUCKY

 MARK E. PATTERSON
 16300
 PROFESSIONAL ENGINEER
 6/24/2019

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	2.4.19	ISSUED FOR REVIEW
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SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY

FA NUMBER:
 10589975

POD NUMBER: 18-26565

DRAWN BY: KDP
 CHECKED BY: MEP
 DATE: 2.1.19

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

C-4

EXHIBIT C
TOWER AND FOUNDATION DESIGN



December 20th, 2018

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

RE: Site Name – Penick
Proposed Cell Tower
37 35 12.75 North Latitude, 85 07 18.78 West Longitude

Dear Commissioners:

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Don Murdock".

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



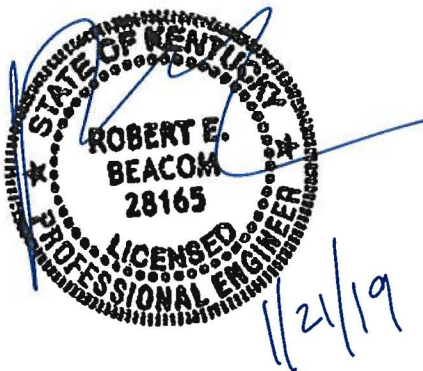
Structural Design Report
195' Monopole
Site: Penick, KY

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

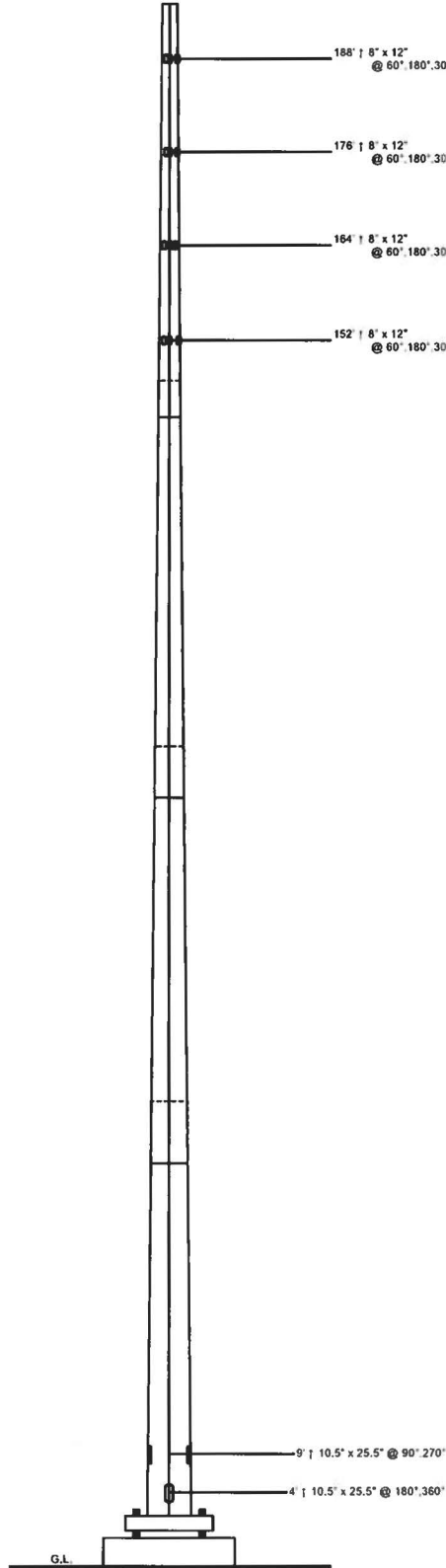
Job Number: 425474

January 21, 2019

Monopole Profile.....	1
Pole Calculations.....	2-12



Length (ft)	53'-0"	53'-6"	53'-6"	53'-3"	18	3/8"	6" - 6"	7/16"	8" - 0"	53'-3"	53'-6"	53'-0"
Number Of Sides												
Thickness (in)												
Lap Splice (ft)												
Top Diameter (in)												
Bottom Diameter (in)												
Taper (in/ft)												
Grade												
Weight (lbs)												
Overall Steel Height (ft)												



Designed Appurtenance Loading

Elev	Description	Tx-Line
190	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
178	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
166	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
154	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Design Criteria - ANSI/TIA-222-G

ASCE 7-16 Ultimate Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	1

Load Case Reactions

Description	Axial (klps)	Shear (klps)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	85.7	51.92	8256.93	18.04	10.78
3s Gusted Wind 0.9 Dead	64.34	51.93	8074.84	17.51	10.43
3s Gusted Wind&Ice	135.62	10.22	1811.63	4.21	2.48
Service Loads	71.56	15.92	2518.11	5.63	3.32

Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81.5"	2.25"	75.75"	22	2.25"

Anchor Bolt Dimensions


Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2664.2	A615-75	Galv

Material List

Display	Value
A	4' - 9"

Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) Tower Rating: 99.8%

 <p>Sabre Industries Towers and Poles</p> <p>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.</p>	<p>Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6590 Fax: (712) 279-0814</p>	<p>Job: 425474</p> <p>Customer: AT&T</p> <p>Site Name: Penick, KY</p> <p>Description: 195' Monopole</p> <p>Date: 1/21/2019</p>
	<p>By: REB</p>	

425474

=====
 (USA 222-G) - Monopole Spatial Analysis (c)2015 Guymast Inc.
 Tel:(416)736-7453 Fax:(416)736-4372 Web:www.guymast.com

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Sabre Towers and Poles on: 21 jan 2019 at: 15:53:57
 =====

195' Monopole / Penick, KY

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

=====

POLE GEOMETRY

ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES	SPLICE	...OVERLAP...	w/t
ft	NAME	SIDE	DIAM	-NESS	◆*Pn ◆*Mn	TYPE	LENGTH	RATIO
			in	in	kip ft-kip		ft	
194.0	A	18	21.32	0.250	1223.3 520.0			
			33.86	0.250	1791.8 1220.1			13.0
145.7	A/B	18	33.86	0.250	1791.8 1220.1	SLIP	4.75	1.67
			34.60	0.375	2980.1 2059.2			
141.0	B	18	34.60	0.375	2980.1 2059.2			
			45.56	0.375	3749.3 3429.8			14.3
98.7	B/C	18	45.56	0.375	3749.3 3429.8	SLIP	6.50	1.70
			46.52	0.438	4636.0 4319.1			
92.2	C	18	46.52	0.438	4636.0 4319.1			
			56.63	0.438	5327.2 6062.6			16.7
53.2	C/D	18	56.63	0.438	5327.2 6062.6	SLIP	8.00	1.69
			57.85	0.438	5402.5 6282.6			
45.2	D	18	57.85	0.438	5402.5 6282.6			
			69.60	0.438	6041.4 8474.6			21.2
0.0								

=====

POLE ASSEMBLY

SECTION	BASE	BOLTS AT BASE OF SECTION			THREADS IN	CALC
NAME	ELEV	NUMBER	TYPE	DIAM	STRENGTH	BASE
	ft			in	ksi	ELEV
						ft
A	141.000	0	A325	0.00	92.0	0
B	92.250	0	A325	0.00	92.0	0
C	45.250	0	A325	0.00	92.0	0
D	0.000	0	A325	0.00	92.0	0

=====

POLE SECTIONS

SECTION	No. of	LENGTH	OUTSIDE	DIAMETER	BEND	MAT-	FLANGE	ID	FLANGE	WELD
NAME	SIDES		BOT	TOP	RAD	ERIAL	BOT	TOP	GROUP	ID
		ft	* in	* in	in	ID	BOT	TOP
									BOT	TOP
A	18	53.00	35.10	21.32	0.000	1	0	0	0	0
B	18	53.50	47.27	33.36	0.000	2	0	0	0	0
C	18	53.50	58.72	44.81	0.000	3	0	0	0	0
D	18	53.25	69.60	55.75	0.000	4	0	0	0	0

425474

* - Diameter of circumscribed circle

MATERIAL TYPES

=====

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY	
			& deg	in	in	WEB	FLANGE	.PROJECTION. % OF AREA	ORIENT deg
PL	1	1	0.0	35.10	0.25	0.250	0.250	0.00	0.0
PL	2	1	0.0	47.27	0.38	0.375	0.375	0.00	0.0
PL	3	1	0.0	58.72	0.44	0.438	0.438	0.00	0.0
PL	4	1	0.0	69.60	0.44	0.438	0.438	0.00	0.0

& - with respect to vertical

MATERIAL PROPERTIES

=====

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

* Only 3 condition(s) shown in full

* Some concentrated wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

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

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	11.3104	7.2000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	8.3947	4.8374	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000
C	165.000	0.00	0.0	0.0	8.2722	4.8374	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	8.1426	4.8374	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0514	0.0740	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0514	0.0740	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0595	0.0873	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0595	0.0873	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0671	0.1005	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0671	0.1005	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0717	0.2702	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0717	0.2702	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0747	0.1727	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0747	0.1727	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0803	0.1901	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0803	0.1901	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0854	0.2074	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0854	0.2074	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0887	0.4729	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0887	0.4729	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0900	0.2668	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0900	0.2668	0.0000	0.0000

					425474			
D	79.250	0.00	180.0	0.0	0.0931	0.2855	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0931	0.2855	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0953	0.3043	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0953	0.3043	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0961	0.6343	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0961	0.6343	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0950	0.3288	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0879	0.3614	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0881	0.3778	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0881	0.3778	0.0000	0.0000

LOADING CONDITION M

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.1843	0.0000	0.0000
C	189.000	0.00	0.0	0.0	11.3104	5.4000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	2.9821	0.0000	0.0000
C	177.000	0.00	0.0	0.0	8.3947	3.6281	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	2.7799	0.0000	0.0000
C	165.000	0.00	0.0	0.0	8.2722	3.6281	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.5777	0.0000	0.0000
C	153.000	0.00	0.0	0.0	8.1426	3.6281	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0515	0.0555	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0672	0.0754	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0717	0.2026	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0717	0.2026	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0747	0.1295	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0747	0.1295	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0803	0.1426	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0803	0.1426	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0854	0.1556	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0854	0.1556	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0887	0.3547	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0887	0.3547	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0900	0.2001	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0900	0.2001	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0931	0.2142	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0931	0.2142	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0953	0.2282	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0953	0.2282	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0961	0.4757	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0961	0.4757	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0950	0.2466	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0879	0.2711	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0881	0.2833	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0881	0.2833	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 1.5 ice. wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD. AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	1.6678	17.9218	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	1.9965	11.9388	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000

					425474			
C	165.000	0.00	0.0	0.0	1.9587	11.8894	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	1.9188	11.8367	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0094	0.1290	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0094	0.1290	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0106	0.1507	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0106	0.1507	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0118	0.1722	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0118	0.1722	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0125	0.3471	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0125	0.3471	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0129	0.2532	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0129	0.2532	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0138	0.2773	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0138	0.2773	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0146	0.3011	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0146	0.3011	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0150	0.5710	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0150	0.5710	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0152	0.3675	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0152	0.3675	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0157	0.3912	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0157	0.3912	0.0000	0.0000
D	66.250	0.00	180.0	0.0	0.0160	0.4144	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0160	0.4144	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0160	0.7475	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0160	0.7475	0.0000	0.0000
D	45.250	0.00	180.0	0.0	0.0158	0.4430	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0145	0.4767	0.0000	0.0000
D	11.312	0.00	180.0	0.0	0.0145	0.4861	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0145	0.4861	0.0000	0.0000

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195' Monopole / Penick, KY

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

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		TWIST
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	
194.0	18.04B	-0.05F	2.39E	10.78B	-0.02F	0.00C
177.9	15.13B	-0.04F	1.85E	10.61B	-0.02F	0.00C
161.8	12.34B	-0.04F	1.35E	9.86B	-0.02F	0.00C
145.7	9.80B	-0.03F	0.94E	8.59B	-0.02F	0.00C
141.0	9.12B	-0.03F	0.84E	8.29B	-0.02F	0.00C
126.9	7.24B	-0.02F	0.58E	7.29B	-0.02F	0.00C
112.8	5.60B	-0.02F	0.39E	6.25B	-0.02F	0.00C
98.7	4.20B	-0.01F	0.25E	5.23B	-0.02F	0.00C
92.2	3.63B	-0.01F	0.20E	4.83B	-0.02F	0.00C
79.2	2.63B	-0.01F	0.12E	4.04B	-0.01F	0.00C
66.2	1.81B	-0.01F	0.07E	3.28B	-0.01F	0.00C
53.2	1.15B	0.00F	0.03E	2.57B	-0.01F	0.00C

425474

45.2	0.82B	0.00F	0.02E	2.16B	-0.01F	0.00C
33.9	0.45B	0.00F	0.01E	1.57B	-0.01F	0.00C
22.6	0.20B	0.00F	0.00E	1.02B	0.00F	0.00C
11.3	0.05B	0.00F	0.00AJ	0.49B	0.00F	0.00C
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t. ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t. ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
194.0	-0.01 C	0.00 C	0.00 F	-0.01 R	0.01 E	0.00 F
177.9	24.24 Y	12.17 U	0.00 F	-152.06 L	-0.06 E	-0.06 E
161.8	58.17 AD	29.78 W	0.01 Q	-562.14 D	-0.23 E	-0.21 E
145.7	76.22 Y	38.95 Q	-0.01 B	-1184.84 D	-0.57 E	-0.43 E
141.0	77.86 Y	39.44 W	0.13 K	-1395.30 D	0.92 B	-0.55 E
126.9	81.43 AJ	40.47 B	-0.22 F	-2028.10 F	3.30 F	-0.68 C
112.8	85.34 AB	41.64 B	-0.21 F	-2673.57 B	6.22 F	-1.07 C
98.7	89.58 AB	42.84 B	-0.20 F	-3330.54 B	9.07 F	-1.44 C
92.2	93.29 AB	43.46 W	-0.20 F	-3638.06 B	10.41 F	-1.57 C
79.2	98.07 AB	44.63 B	-0.20 F	-4262.06 B	13.16 F	-1.80 C
66.2	103.15 AB	45.84 B	-0.22 F	-4895.80 B	15.94 F	-2.01 C
53.2	108.54 AB	47.07 P	-0.20 O	-5539.00 B	18.48 F	-2.18 C
45.2	114.52 AB	47.81 F	-0.19 F	-5939.50 B	19.99 F	-2.26 C
33.9	119.59 AB	48.89 P	-0.19 O	-6512.01 B	21.97 F	-2.35 C
22.6	124.79 AB	49.92 W	-0.20 O	-7089.49 B	23.95 F	-2.41 C
	130.12 AB	50.93 P	-0.18 O	-7671.35 B	26.00 F	-2.45 C

425474

11.3	130.12 AB	50.93 P	-0.19 O	-7671.34 B	26.00 F	-2.45 C
	135.62 AB	51.93 P	-0.19 O	-8256.93 B	28.05 F	-2.46 C
base reaction	135.62 AB	-51.93 P	0.19 O	8256.93 B	-28.05 F	2.46 C

COMPLIANCE WITH 4.8.2 & 4.5.4

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ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00C	0.00R	0.00C	0.00R	YES	13.05A	45.2
	0.02Y	0.20L	0.02U	0.21L	YES	15.95A	45.2
177.92	0.02AD	0.20D	0.02W	0.21I	YES	15.95A	45.2
	0.04AD	0.58D	0.04Q	0.60D	YES	18.86A	45.2
161.83	0.04Y	0.58D	0.04Q	0.60D	YES	18.86A	45.2
	0.04Y	0.97D	0.04Q	1.00D	YES	21.76A	45.2
145.75	0.03Y	0.60I	0.03W	0.62I	YES	13.92A	45.2
	0.03Y	0.66D	0.03W	0.67D	YES	14.49A	45.2
141.00	0.03AJ	0.68L	0.03B	0.69L	YES	14.26A	45.2
	0.02AJ	0.80F	0.02B	0.82F	YES	15.95A	45.2
126.92	0.02AB	0.80F	0.02B	0.82F	YES	15.95A	45.2
	0.02AB	0.90B	0.02B	0.91B	YES	17.65A	45.2
112.83	0.02AB	0.90B	0.02B	0.91B	YES	17.65A	45.2
	0.02AB	0.97B	0.02B	0.98B	YES	19.34A	45.2
98.75	0.02AB	0.80B	0.02W	0.81B	YES	16.33A	45.2
	0.02AB	0.82B	0.02W	0.83B	YES	17.00A	45.2
92.25	0.02AB	0.84B	0.02B	0.85B	YES	16.70A	45.2
	0.02AB	0.87B	0.02B	0.89B	YES	18.04A	45.2
79.25	0.02AB	0.87B	0.02F	0.89B	YES	18.04A	45.2
	0.02AB	0.90B	0.02F	0.91B	YES	19.38A	45.2
66.25	0.02AB	0.90B	0.02F	0.91B	YES	19.38A	45.2
	0.02AB	0.91B	0.02F	0.93B	YES	20.72A	45.2
53.25	0.02AB	0.91B	0.02F	0.93B	YES	20.72A	45.2
	0.02AB	0.92B	0.02C	0.94B	YES	21.54A	45.2
45.25	0.02AB	0.95B	0.02F	0.96B	YES	21.19A	45.2
	0.02AB	0.96B	0.02F	0.97B	YES	22.36A	45.2
33.94	0.02AB	0.96B	0.02F	0.97B	YES	22.36A	45.2
	0.02AB	0.96B	0.02F	0.98B	YES	23.53A	45.2
22.62	0.02AB	0.96B	0.02C	0.98B	YES	23.53A	45.2
	0.02AB	0.97B	0.02C	0.98B	YES	24.69A	45.2
11.31	0.02AB	0.97B	0.02F	0.98B	YES	24.69A	45.2

0.00 0.02AB 0.97B 0.02C 0.99B 425474 YES 25.86A 45.2

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

DOWN	SHEAR.w.r.t.WIND.DIR	WIND.DIR	MOMENT.w.r.t.WIND.DIR	WIND.DIR	TORSION
kip	ALONG	ACROSS	ALONG	ACROSS	ft-kip
	kip	kip	ft-kip	ft-kip	
135.62	51.93	-0.19	-8256.93	28.05	-2.46
AB	P	O	B	F	C

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195' Monopole / Penick, KY

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

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

LOADING CONDITION A =====

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.5381	0.0000	0.0000
C	189.000	0.00	0.0	0.0	3.4705	6.0000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.3134	0.0000	0.0000
C	177.000	0.00	0.0	0.0	2.5758	4.0312	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.0888	0.0000	0.0000
C	165.000	0.00	0.0	0.0	2.5382	4.0312	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.8642	0.0000	0.0000
C	153.000	0.00	0.0	0.0	2.4985	4.0312	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0158	0.0617	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0158	0.0617	0.0000	0.0000
D	177.917	0.00	180.0	0.0	0.0182	0.0727	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0182	0.0727	0.0000	0.0000
D	161.833	0.00	180.0	0.0	0.0206	0.0837	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0206	0.0837	0.0000	0.0000
D	145.750	0.00	180.0	0.0	0.0220	0.2251	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0220	0.2251	0.0000	0.0000
D	141.000	0.00	180.0	0.0	0.0229	0.1439	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0229	0.1439	0.0000	0.0000
D	126.917	0.00	180.0	0.0	0.0246	0.1584	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0246	0.1584	0.0000	0.0000
D	112.833	0.00	180.0	0.0	0.0262	0.1729	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0262	0.1729	0.0000	0.0000
D	98.750	0.00	180.0	0.0	0.0272	0.3941	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0272	0.3941	0.0000	0.0000
D	92.250	0.00	180.0	0.0	0.0276	0.2224	0.0000	0.0000
D	79.250	0.00	180.0	0.0	0.0276	0.2224	0.0000	0.0000

					425474		
D	79.250	0.00	180.0	0.0	0.0286	0.2380	0.0000
D	66.250	0.00	180.0	0.0	0.0286	0.2380	0.0000
D	66.250	0.00	180.0	0.0	0.0292	0.2535	0.0000
D	53.250	0.00	180.0	0.0	0.0292	0.2535	0.0000
D	53.250	0.00	180.0	0.0	0.0295	0.5286	0.0000
D	45.250	0.00	180.0	0.0	0.0295	0.5286	0.0000
D	45.250	0.00	180.0	0.0	0.0291	0.2740	0.0000
D	11.312	0.00	180.0	0.0	0.0270	0.3012	0.0000
D	11.312	0.00	180.0	0.0	0.0270	0.3148	0.0000
D	0.000	0.00	180.0	0.0	0.0270	0.3148	0.0000

=====

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

=====

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		TWIST
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	
194.0	5.63F	-0.01B	0.24K	3.32F	-0.01B	0.00C
177.9	4.71F	-0.01B	0.18K	3.27F	-0.01B	0.00C
161.8	3.82F	-0.01B	0.13K	3.03F	-0.01B	0.00C
145.7	3.03F	-0.01B	0.09K	2.64F	-0.01B	0.00E
141.0	2.81F	-0.01B	0.08K	2.54F	-0.01B	0.00E
126.9	2.22F	-0.01B	0.06K	2.23F	-0.01B	0.00E
112.8	1.72F	0.00B	0.04K	1.91F	0.00B	0.00E
98.7	1.29F	0.00B	0.03K	1.60F	0.00B	0.00E
92.2	1.11F	0.00B	0.02K	1.48F	0.00B	0.00E
79.2	0.81F	0.00B	0.01K	1.23F	0.00B	0.00E
66.2	0.55F	0.00B	0.01K	1.00F	0.00B	0.00E
53.2	0.35F	0.00B	0.00K	0.78F	0.00B	0.00C
45.2	0.25F	0.00B	0.00K	0.66F	0.00B	0.00C
33.9	0.14L	0.00B	0.00K	0.48F	0.00B	0.00C
22.6	0.06L	0.00B	0.00A	0.31L	0.00B	0.00C
11.3	0.01L	0.00B	0.00A	0.15L	0.00B	0.00C
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

=====

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

=====

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
194.0	0.00 C	0.00 D	0.00 F	0.00 D	0.00 F	0.00 F
177.9	10.53 K	3.72 D	0.00 F	-46.91 D	-0.01 K	0.00 K
161.8	26.16 B	9.13 F	0.00 K	-173.16 K	-0.05 K	-0.01 K
145.7	34.40 B	11.96 K	0.00 C	-364.25 K	-0.12 K	-0.03 K
	34.41 B	11.99 A	0.02 I	-364.30 D	-0.15 K	-0.03 K
	35.47 B	12.09 A	0.02 I	-428.77 K	-0.12 K	-0.03 K

425474						
141.0	35.48 A	12.10 F	-0.06 B	-428.83 K	-0.12 K	-0.03 K
126.9	37.50 A	12.42 F	-0.06 B	-622.30 A	0.81 B	-0.05 E
112.8	39.74 A	12.76 F	-0.05 B	-818.76 F	1.55 B	-0.08 E
98.7	42.17 A	13.13 F	-0.06 B	-1018.47 F	2.33 B	-0.10 E
92.2	44.73 A	13.33 F	-0.07 B	-1112.07 F	2.74 B	-0.11 E
79.2	47.62 A	13.67 A	-0.05 B	-1301.37 F	3.39 B	-0.13 E
66.2	50.71 A	14.06 L	0.05 K	-1493.69 F	3.92 B	-0.14 E
53.2	54.01 A	14.43 L	0.05 K	-1689.03 F	4.41 B	-0.15 E
45.2	58.24 A	14.66 L	0.04 K	-1810.82 F	4.67 B	-0.16 E
33.9	61.39 A	14.98 L	0.04 K	-1985.04 F	5.08 B	0.16 C
22.6	64.64 A	15.30 L	0.04 K	-2161.02 F	5.45 B	0.17 C
11.3	68.00 A	15.61 L	0.04 K	-2338.77 L	5.82 B	0.17 C
	71.56 A	15.92 L	0.04 K	-2518.11 L	6.15 B	0.17 C
base reaction	71.56 A	-15.92 L	-0.04 K	2518.11 L	-6.15 B	-0.17 C

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00C	0.00F	0.00D	0.00F	YES	13.05A	45.2
177.92	0.01K	0.06D	0.01D	0.07D	YES	15.95A	45.2
161.83	0.01B	0.06K	0.01F	0.07K	YES	15.95A	45.2
145.75	0.02B	0.18K	0.01F	0.19K	YES	18.86A	45.2
141.00	0.02B	0.18K	0.01K	0.19K	YES	18.86A	45.2
	0.02B	0.30K	0.01K	0.32K	YES	21.76A	45.2
	0.01B	0.18D	0.01A	0.20D	YES	13.92A	45.2
	0.01B	0.20K	0.01A	0.21K	YES	14.49A	45.2
	0.01A	0.21K	0.01F	0.22K	YES	14.26A	45.2

	0.01A	0.25A	0.01F	0.26A	425474 YES	15.95A	45.2
126.92	0.01A	0.25A	0.01F	0.26A	YES	15.95A	45.2
112.83	0.01A	0.28F	0.01F	0.29F	YES	17.65A	45.2
98.75	0.01A	0.30F	0.01F	0.31F	YES	19.34A	45.2
92.25	0.01A	0.25F	0.01F	0.26F	YES	17.00A	45.2
79.25	0.01A	0.27F	0.01L	0.28F	YES	18.04A	45.2
66.25	0.01A	0.27F	0.01L	0.28F	YES	19.38A	45.2
53.25	0.01A	0.28F	0.01L	0.29F	YES	20.72A	45.2
45.25	0.01A	0.28F	0.01L	0.29F	YES	21.54A	45.2
33.94	0.01A	0.29F	0.01L	0.30F	YES	22.36A	45.2
22.62	0.01A	0.29F	0.01L	0.30F	YES	23.53A	45.2
11.31	0.01A	0.30L	0.01L	0.31L	YES	24.69A	45.2
0.00	0.01A	0.30L	0.01L	0.31L	YES	25.86A	45.2

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

DOWN	SHEAR.w.r.t.WIND.DIR	MOMENT.w.r.t.WIND.DIR	TORSION
kip	ALONG kip	ALONG ft-kip	ft-kip
	ACROSS kip	ACROSS ft-kip	
71.56 A	15.92 L	-2518.11 L	0.17 C
	0.04 K	6.15 B	

Round Base Plate and Anchor Rods, per ANSI/TIA 222-G

Pole Data

Diameter: 68.540 in (flat to flat)
Thickness: 0.4375 in
Yield (Fy): 65 ksi
of Sides: 18 "0" IF Round
Strength (Fu): 80 ksi

Reactions

Moment, Mu: 8256.93 ft-kips
Axial, Pu: 85.7 kips
Shear, Vu: 51.92 kips

Anchor Rod Data

Quantity: 22
Diameter: 2.25 in
Rod Material: A615
Strength (Fu): 100 ksi
Yield (Fy): 75 ksi
BC Diam. (in): 75.75 BC Override:

Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 246.4 Kips
Allowable Φ^*R_{nt} : 260.0 Kips (per 4.9.9)
Anchor Rod Interaction Ratio: **94.8% Pass**

Plate Data

Diameter (in): 81.5 Dia. Override:
Thickness: 2.25 in
Yield (Fy): 50 ksi
Eff Width/Rod: 9.89 in
Drain Hole: 2.625 in. diameter
Drain Location: 32.25 in. center of pole to center of drain hole
Center Hole: 56.5 in. diameter

Base Plate Results

Base Plate (Mu/Z): 44.9 ksi
Allowable Φ^*F_y : 45.0 ksi (per AISC)
Base Plate Interaction Ratio: **99.8% Pass**

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
				Active ▼
<input type="button" value="Search"/>				

	Utility ID	Utility Name	Utility Type	Class	City	State
View	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	D	San Francisco	CA
View	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
View	4108300	Air Voice Wireless, LLC	Cellular	B	Bloomfield Hill	MI
View	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
View	44451184	Alltel Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
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	D	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	Cellular	A	Basking	NJ

		Wireless			Ridge	
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	A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
View	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	C	Long Island City	NY
View	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
View	4111650	DataByes, Inc.	Cellular	C	Rogers	AR
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	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
View	4103100	i-Wireless, LLC	Cellular	B	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	4111250	Liberty Mobile Wireless, LLC	Cellular	D	Sunny Isles Beach	FL
View	4111550	Lingo Telecom of the South, LLC	Cellular	C	Atlanta	GA
View	4111400	Locus Telecommunications, LLC	Cellular	A	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	Chicago	IL
View	4109050	Patriot Mobile LLC	Cellular D	Irving	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	4106700	Q Link Wireless, LLC	Cellular B	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular B	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular B	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular D	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	4111600	STX Group LLC dba Twigby	Cellular C	Murfreesboro	TN
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	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	B	Atlanta	GA
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	Basking Ridge	NJ
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY

EXHIBIT E
FAA

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

Airspace User: Kelli OGrady
File: PENICK
Location: Bradfordsville, KY
Latitude: 37°-35'-12.75" Longitude:
85°-07'-18.75"

SITE ELEVATION AMSL.....960 ft.
STRUCTURE HEIGHT.....199 ft.
OVERALL HEIGHT AMSL.....1159 ft.
SURVEY HEIGHT AMSL.....1159 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)
FAR 77.9(b): NNR (DNE Notice Slope)
FAR 77.9(c): NNR (Not a Traverse Way)
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria
for 6I2
FAR 77.9: NNR (No Expected TERPS® impact AAS)
FAR 77.9(d): NNR (Off Airport Construction)

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

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

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

OBSTRUCTION STANDARDS

FAR 77.17(a)(1): DNE 499 ft AGL

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

VFR TRAFFIC PATTERN AIRSPACE FOR: 6I2: LEBANON SPRINGFIELD-GEORGE H

Type: A RD: 36221.8 RE: 866
 FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: AAS: TAYLOR COUNTY

Type: A RD: 97064.84 RE: 920.5
 FAR 77.17(a)(1): DNE
 FAR 77.17(a)(2): DNE - Greater Than 5.99 NM.
 VFR Horizontal Surface: DNE
 VFR Conical Surface: DNE
 VFR Primary Surface: DNE
 VFR Approach Surface: DNE
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

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

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a)(4): DNE - No Airway Found

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE
DELTA ARP FAA	To FACIL	IN NM
IDENT TYP NAME		
ELEVATION IFR		
-----	-----	-----
36KY AIR ARNOLDS	339.67	4.39

+316

No Impact to VFr Transitional Surface.
 Below surface height of 339 ft above ARP.

AIR NAVIGATION ELECTRONIC FACILITIES

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

ANGLE BEAR

```
-----  
-----  
      IKY  NDB      D      42 297.67  37498  +287 KY  
SPRINGFIELD      .44  
      TYC  NDB      D      27 207.65  76076  +99 KY TAYLOR  
COUNTY      .07  
      EWO  VOR/DME   I      110.8 275.99 161317  +199 KY NEW HOPE  
.07  
      LEX  RADAR     ON  2750.  42.57 219816  +99 KY BLUE  
GRASS      .03
```

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC
licensed AM station.

Movement Method Proof as specified in §73.151(c) is not
required.

Please review 'AM Station Report' for details.

Nearest AM Station: WLBN @ 11074 meters.

Airspace® Summary Version 18.9.514

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10-19-2018
15:43:27

EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION

Cynthia Fortner

From: Houlihan, John F (KYTC) <John.Houlihan@ky.gov>
Sent: Wednesday, January 16, 2019 9:26 AM
To: Cynthia Fortner
Subject: [External] RE: Penick KAZC Filing Required?

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

No permit is required from the KAZC. Thank you

Kentucky Airport Zoning Commission (KAZC)
John Houlihan, Administrator
Department of Highways, District Six
421 Buttermilk Pike
Covington, KY 41017
Office 859-341-2700, Office 1-800-928-2700, Desk 859-341-2707 Ext. 292, Cell 502-330-3955

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

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From: Cynthia Fortner <Cynthia.Fortner@mastec.com>
Sent: Monday, January 14, 2019 1:25 PM
To: Houlihan, John F (KYTC) <John.Houlihan@ky.gov>
Subject: Penick KAZC Filing Required?
Importance: High

Hi John

AT&T is proposing to construct a new monopole tower per the specifications below. Can you please confirm if a KAZC permit is going to be required? If so, I'll get the application completed and over to you when possible.

Site Name	Latitude	Longitude	Centerline	Tower Height	Site Elevation (SE)	Overall Height w/Appurtenance (AGL)	Tower Type
Penick	37 35 12.75	85 07 18.78	190	195	960 AMSL	199	MP

Thank you,

Cindi

EXHIBIT G
GEOTECHNICAL REPORT



January 23, 2019

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

Subject: Geotechnical Investigation
Site Name: PENICK (KYL004166)
Site Address: 325 Hourigan Lane, Lebanon, KY 40033, Marion County
Coordinates: N37° 35' 12.75", W85° 07' 18.78"
POD Project No. 19-32847

Dear Ms. Ward:

Power of Design (POD) was authorized in January 2019 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated September 14, 2018. The Property is located in a pasture/crop area west of Hourigan Lane. The Property includes a proposed 100-foot by 100-foot lease area located in a pasture/crop area and a proposed approximate 2231-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a western direction off Hourigan Lane, turning south to the proposed lease area.

Due to extremely wet soil conditions, 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, 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: PENICK
(KYL004166)

Site Address: 325 Hourigan Lane
Lebanon, KY 40033
Marion County

Coordinates: N37° 35' 12.75"
W85° 07' 18.78"

POD Project No. 19-32847



SUBMITTED TO:

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

PREPARED BY:

Power of Design
11490 Bluegrass Parkway
Louisville, KY 40299



January 23, 2019

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

Re: Subject: Preliminary Geotechnical Investigation
Site Name: PENICK (KYL004166)
Site Address: 325 Hourigan Lane
Lebanon, KY 40033
Marion County
Coordinates: N37° 35' 12.75", W85° 07' 18.78"
POD Project No. 19-32847

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 January 11, 2019.

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 9/14/18 of the Property. The Property is located in a pasture/agricultural crop area west of Hourigan Lane. We understand that plans call for a new 195-foot tall monopole tower with 4' lightning arrestor on the site, approximately as shown on Figure 1.



Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound is a gradual slope. The elevation at the proposed tower location is about 960 feet AMSL.

The soil survey shows the Sandview silt loam (SaB) soil type for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a silt loam to a depth of approximately 8 inches, silty clay loam to a depth of approximately 3 feet, silty clay to a depth of approximately 6.5 feet, with rock being at approximately 6.5-7 feet.

Recommendations

Based on the anticipated deep silty clay and rock, the tower will likely be supported on a pier foundation system. Groundwater should not likely be encountered in the foundation excavation. Assuming solid rock at the tower foundation bearing level, a nominal bearing pressure of about 80 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".

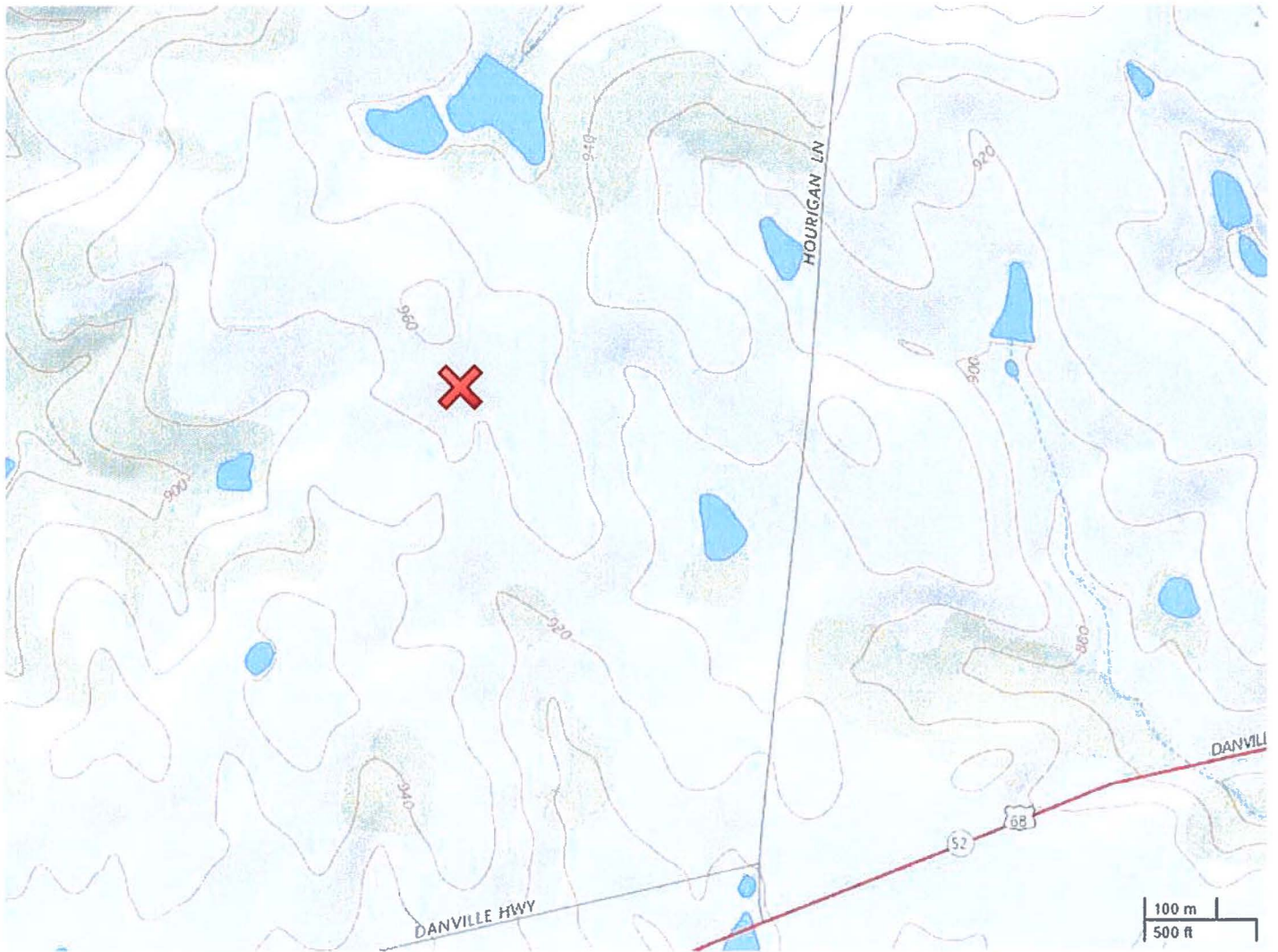
Mark Patterson, P.E.
Project Engineer
License No.: KY 16300



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




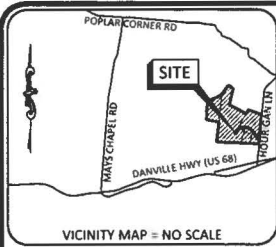
APPENDIX A
Topographic Map and Site Survey



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

X = Proposed Site

	<p>Site Name: PENICK (KYL004166)</p> <p>Site Address: 325 Hourigan Lane Lebanon, KY 40033 Marion County</p> <p>Coordinates: N37° 35' 12.75" W85° 07' 18.78"</p>	<p>Figure 1: Site Location Plan</p>
---	--	---



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°35'12.75"
 LONGITUDE: 85°07'18.78"
 NAVD 88
 ELEVATION: 960'± AMSL
 NORTHING: 3737879.693
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TEMPORARY BENCHMARK
 NORTHING: 3738297.701
 EASTING: 5103338.492
 ELEVATION: 961.42
 LOCATION: SET IRON PIN WITH CAP MARKED "POD TBM" N17°46"W 367.2 ± FROM THE NORTHERNMOST CORNER OF THE PROPOSED LEASE AREA.

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 1, 2018

0° 23' 08"

GLOBAL POSITIONING SYSTEMS NOTE

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



SURVEY

REV	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
0	9.14.18	ISSUED AS FINAL

SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY

TAX PARCEL NUMBER:
 085-020

PROPERTY OWNER:
 RICHARD T. STOFER III & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515

SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567

DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)

B-1

GENERAL NOTES

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THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT ONLY, AND NO 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 0.08", FOR A PRECISION OF 1:32,405 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 30' ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21155C0225C, DATED 01/06/2010.

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 9/14/2018
 MARK PATTERSON, PLS #3136 DATE



LEGEND

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



PARCEL ID: 085-021
 HAGAN LLC
 c/o WILLIAM H. HAGAN
 DEED BOOK 255, PAGE 11

PROPOSED LEASE AREA
 (10,000.000 S.F.)
 SEE SHEET B-1.1 FOR DETAIL

P.O.B.
 LEASE AREA &
 ACCESS & UTILITY EASEMENT

PARCEL ID: 085-20
 RICHARD T. STOFER III & CONNIE L. TUCKER
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

PROPOSED 30' ACCESS & UTILITY EASEMENT
 (68,917.015 S.F.)
 SEE SHEETS B-1.1, B-1.2, & B-1.3 FOR DETAIL

P.O.R.
 FOUND 12" DIA
 FLAGGED FENCE CORNER

EX. SHOS

EX. BARN

EX. GRAVEL ROAD

P.O.C.
 FOUND 12" DIA
 FLAGGED FENCE CORNER

P.O.R.
 FOUND 12" DIA
 FLAGGED FENCE CORNER

P.O.C.
 FOUND 12" DIA
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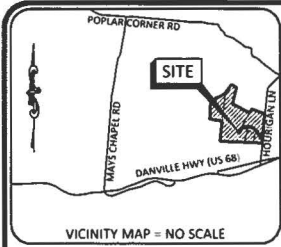
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 TRACT 1 - DEED BOOK 321, PAGE 526

TRACT 1 - DEED BOOK 321, PAGE 531
 TRACT 2 - DEED BOOK 321, PAGE 526

TRACT 1 - DEED BOOK 321, PAGE 526
 TRACT 2 - DEED BOOK 321, PAGE 526

N63°31'57"W 1728.73'
 (LEASE TIE)

HOURIGAN LANE EOP
 PUBLIC RIGHT OF WAY - WIDTH UNKNOWN



0° 23' 08" \angle N
 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 1, 2018

GLOBAL POSITIONING SYSTEMS NOTE

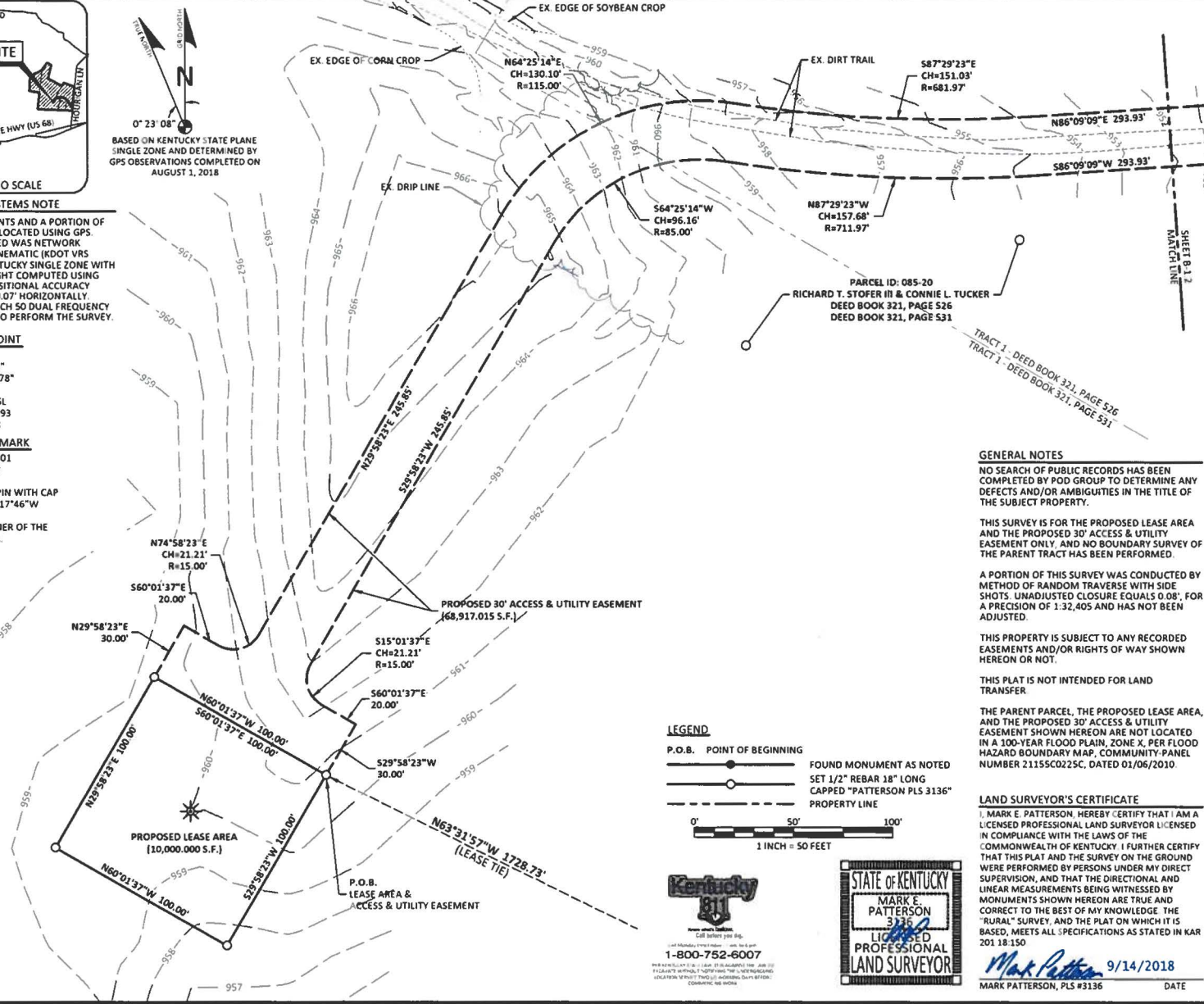
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 EASTING: 5103244.798

TEMPORARY BENCHMARK

NORTHING: 3738297.701
 EASTING: 5103338.492
 ELEVATION: 961.42'
 LOCATION: SET IRON PIN WITH CAP MARKED "POD TBM" N17°46'W 357.2' FROM THE NORTHERNMOST CORNER OF THE PROPOSED LEASE AREA.



LEGEND

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

0' 50' 100'
 1 INCH = 50 FEET

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

1-800-752-6007

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

PARCEL ID: 085-20
 RICHARD T. STOFER III & CONNIE L. TUCKER
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531

SURVEY

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 LEXINGTON, KY 40515
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PLAT DATE: 8.13.18

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SHEET NUMBER (6 pages)
B-1.1

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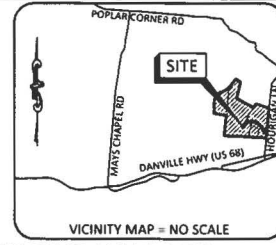
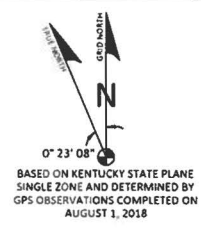
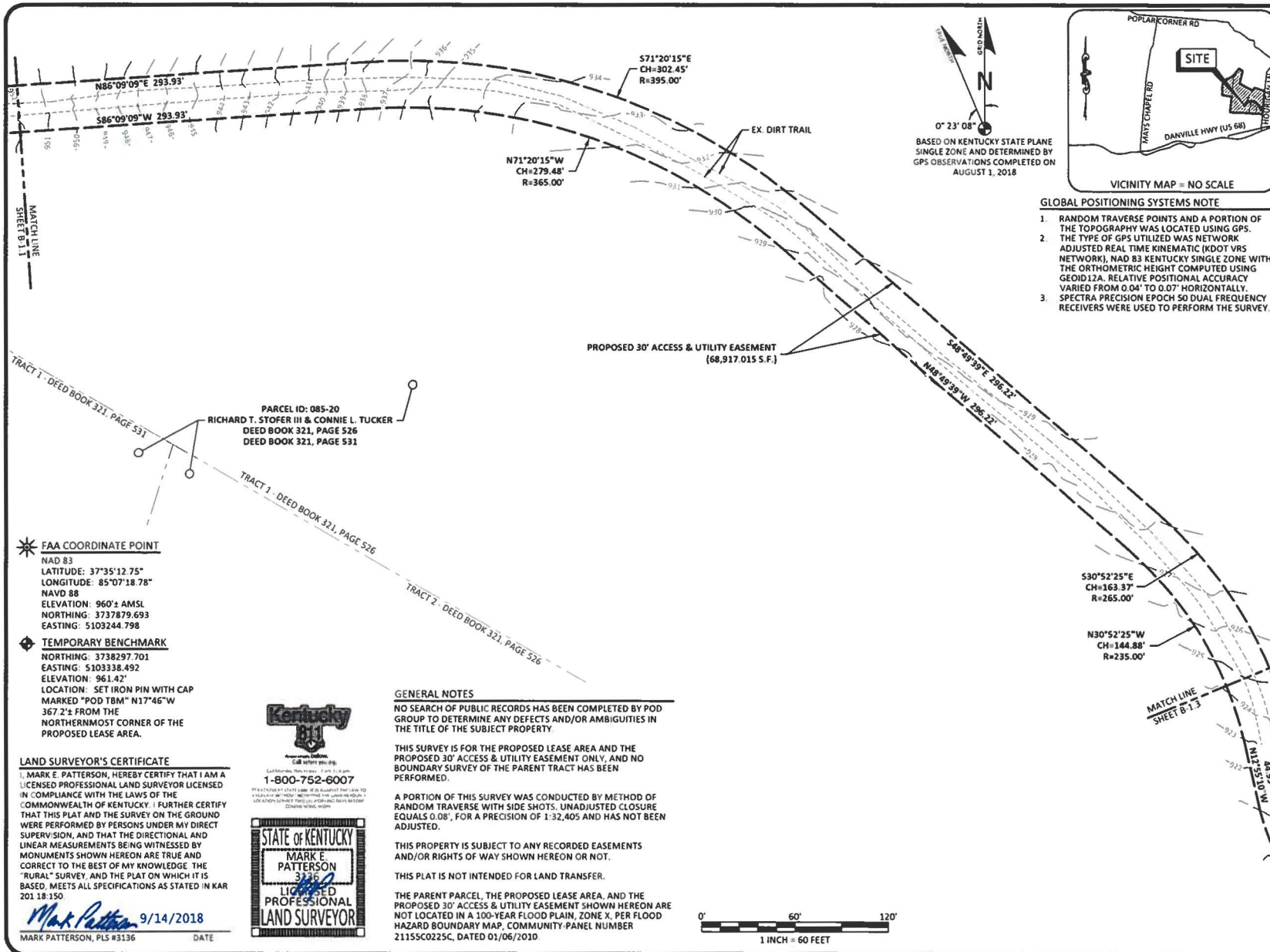
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Mark Patterson 9/14/2018
 MARK PATTERSON, PLS #3136 DATE



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 DEED BOOK 321, PAGE 526
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Mark Patterson 9/14/2018
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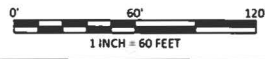
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PREPARED BY:
POD
 POWER OF DESIGN
 11400 BILUALHASS PARKWAY
 LOUISVILLE, KY 40271
 502.437.7242

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

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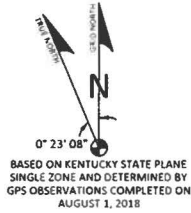
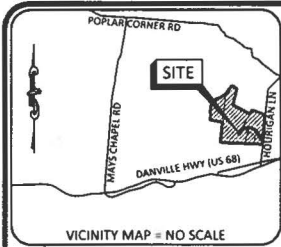
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B-1.2



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON AUGUST 1, 2018

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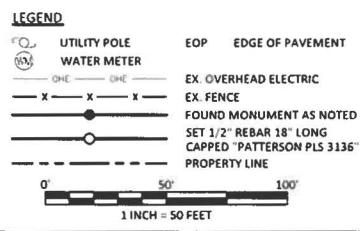
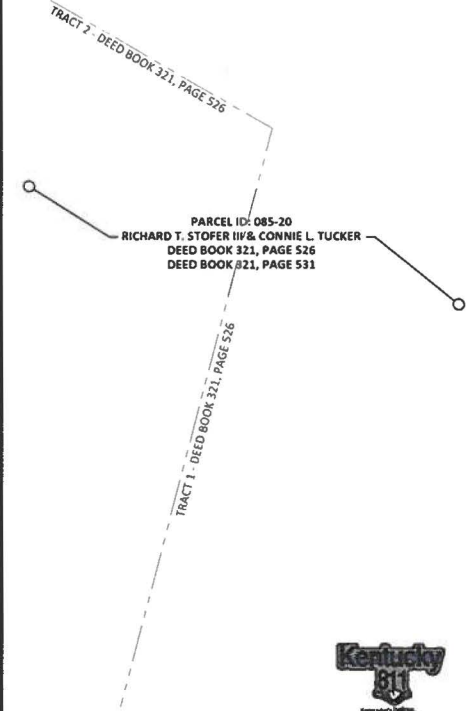
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Mark Patterson
9/14/2018
DATE

MARK PATTERSON, PLS #3136



PREPARED BY: **POD** POWER OF DESIGN
1340N BLUEGRASS PARKWAY
LOUISVILLE, KY 40207
502.417.5253

PREPARED FOR: **MasTec**

PREPARED FOR: **at&t**

SURVEY

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B-1.3

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 AND DEED BOOK 321, PAGE 531, PARCEL ID: 085-20, 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 AUGUST 1, 2018.

COMMENCING AT A FOUND 12" DIAMETER FLAGGED FENCE CORNER IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 (TRACT 1), BEING PART OF PARCEL ID: 085-20, SAID FENCE CORNER ALSO BEING THE NORTHEAST CORNER OF PROPERTY CONVEYED TO HAGAN LLC AS RECORDED IN DEED BOOK 255, PAGE 11, SAID FENCE CORNER ALSO BEING IN THE WEST RIGHT OF WAY LINE OF HOURIGAN LANE, SAID FENCE CORNER FOR REFERENCE BEING 504°43'23"W 2066.89' FROM A FOUND 12" DIAMETER FENCE CORNER IN THE NORTHEAST CORNER OF AFOREMENTIONED PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER IN DEED BOOK 321, PAGE 526 (TRACT 1); THENCE TRaversing SAID PROPERTY CONVEYED TO STOFER AND TUCKER N63°31'57"W 1728.73' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERNMOST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE S29°58'23"W 100.00' TO A "SET IPC"; THENCE N60°01'37"W 100.00' TO A "SET IPC"; THENCE N29°58'23"E 100.00' TO A "SET IPC"; THENCE S60°01'37"E 100.00' TO THE TRUE POINT OF BEGINNING, CONTAINING 10,000,000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED AUGUST 1, 2018.

PROPOSED 30' ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 AND DEED BOOK 321, PAGE 531, PARCEL ID: 085-20, 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 AUGUST 1, 2018.

COMMENCING AT A FOUND 12" DIAMETER FLAGGED FENCE CORNER IN THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER AS RECORDED IN DEED BOOK 321, PAGE 526 (TRACT 1), BEING PART OF PARCEL ID: 085-20, SAID FENCE CORNER ALSO BEING THE NORTHEAST CORNER OF PROPERTY CONVEYED TO HAGAN LLC AS RECORDED IN DEED BOOK 255, PAGE 11, SAID FENCE CORNER ALSO BEING IN THE WEST RIGHT OF WAY LINE OF HOURIGAN LANE, SAID FENCE CORNER FOR REFERENCE BEING 504°43'23"W 2066.89' FROM A FOUND 12" DIAMETER FENCE CORNER IN THE NORTHEAST CORNER OF AFOREMENTIONED PROPERTY CONVEYED TO RICHARD T. STOFER III AND CONNIE L. TUCKER IN DEED BOOK 321, PAGE 526 (TRACT 1); THENCE TRaversing SAID PROPERTY CONVEYED TO STOFER AND TUCKER N63°31'57"W 1728.73' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE EASTERNMOST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID PROPOSED LEASE AREA N60°01'37"W 100.00' TO A "SET IPC"; THENCE LEAVING SAID LEASE AREA, N29°58'23"E 30.00'; THENCE S60°01'37"E 20.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N74°58'23"E 21.21'; THENCE N29°58'23"E 245.85'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', N64°25'14"E 130.10'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 681.97', S87°29'23"E 151.03'; THENCE N86°09'09"E 293.93'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 395.00', S71°20'15"E 302.45'; THENCE S48°49'39"E 296.22'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00', S30°52'25"E 163.37'; THENCE S12°55'10"E 44.93'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', S41°41'41"E 81.83'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 120.57', S46°46'36"E 96.90'; THENCE S23°05'02"E 38.50'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S11°01'23"E 48.06'; THENCE S01°02'15"W 45.03'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S30°11'22"E 36.29'; THENCE S61°24'58"E 111.63'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', N85°17'05"E 54.90' TO A POINT IN THE EAST LINE OF THE AFOREMENTIONED PROPERTY CONVEYED TO STOFER AND TUCKER; THENCE WITH SAID EAST LINE OF STOFER AND TUCKER S04°43'23"W 81.16'; THENCE LEAVING SAID EAST LINE AND TRaversing SAID PROPERTY OF STOFER AND TUCKER WITH THE CHORD OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 41.00', N36°56'14"W 33.98'; THENCE N61°24'58"W 159.42'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00', N30°11'22"W 67.40'; THENCE N01°02'15"E 45.03'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N11°01'23"W 35.52'; THENCE N23°05'02"W 38.50'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.57', N46°46'36"W 72.79'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', N41°41'41"W 110.72'; THENCE N12°55'10"W 44.93'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00', N30°52'25"W 144.88'; THENCE N48°49'39"W 296.22'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00', N71°20'15"W 279.48'; THENCE S86°09'09"W 293.93'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 711.97', N87°29'23"W 157.68'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 85.00', S64°25'14"W 96.16'; THENCE S29°58'23"W 245.85'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00', S15°01'37"E 21.21'; THENCE S60°01'37"E 20.00'; THENCE S29°58'23"W 30.00' TO THE TRUE POINT OF BEGINNING, CONTAINING 68,917.015 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED AUGUST 1, 2018.

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

9/14/2018

DATE



PARENT PARCEL LEGAL DESCRIPTION

AS RECORDED IN DEED BOOK 231 PAGE 526:

FIRST TRACT:

BEGINNING AT A STAKE, CORNER TO JAMES HOURIGAN LAND, THENCE S. 75 E. 60.72 POLES TO A STONE IN THE ROAD, CORNER TO SAME, THENCE S. 1 W. 125 POLES, THENCE S. 88 1/2 W. 40 POLES, THENCE N. 11 E. 34.52 POLES TO A STAKE, THENCE N. 63 1/2 W. 68 POLES TO A STONE, COMER TO GEORGE MOORE LAND, THENCE N. 27 1/2 E. 87 POLES TO THE BEGINNING, CONTAINING 54 1/2 ACRES, MORE OR LESS.

SECOND TRACT:

ON LANDERS CREEK AND BEGINNING AT A STAKE IN THE OLD SPRINGFIELD ROAD AND CORNER TO MYERS LAND, THENCE S. 11 W. 34.72 POLES TO A STAKE, CORNER TO SAME IN A. HOURIGAN LAND, THENCE S. 89 1/2 W. 38.50 POLES TO A STONE, CORNER TO SAID MOORE, THENCE N. 13 1/2 E. 53.56 POLES TO A STONE IN SAID OLD ROAD AND CORNER TO SAME, THENCE S. 63 1/2 37.10 POLES TO THE BEGINNING, CONTAINING 10 ACRES, MORE OR LESS. SAID LAND IS SOLD AND CONVEYED SUBJECT TO THE SAME RESERVATION AS THE PASSWAY SET OUT IN THE DEED FROM W.W. MYERS AND WIFE TO I.B. EVANS OF DATE FEBRUARY 7, 1882, OF RECORD IN MARION COUNTY COURT CLERK'S OFFICE IN DEED BOOK 12 AT PAGE 608.

THIRD TRACT:

BEGINNING AT WITHDOW'S CORNER IN CENTER OF ROAD, THENCE S. 60 1/2 E. 64 POLES, S. 75 E. 40 POLES, THENCE S. 15 W. 13 1/2 POLES TO A STAKE, CORNER TO Q.M. CHANDLER'S LAND, THENCE WITH LINE OF SAME W. 8 POLES TO GRAVEYARD, N. 4 E. 5 POLES, THENCE WEST 9 1/2 POLES, THENCE S. 4 W. 5 POLES, THENCE W. 74 1/2 POLES TO A STAKE IN THE ROAD, CORNER TO Q.M. CHANDLER'S LAND, THENCE WITH LINE OF I.T. RANEY'S LAND AND CENTER OF ROAD N. 2 E. 39 1/2 POLES TO A STAKE IN THE CENTER OF SAID ROAD, THENCE N. 2 E. 14 POLES AND 21 LINKS TO THE PLACE OF BEGINNING, CONTAINING 18 ACRES, MORE OR LESS.

THE ABOVE THREE TRACTS OF LAND CONTAIN IN ALL 82.50 ACRES, MORE OR LESS. BUT SUBJECT TO ALL LEGAL HIGHWAYS.

AS RECORDED IN DEED BOOK 321 PAGE 531:

TWO CERTAIN TRACTS OF LAND LYING IN THE WATERS OF LICK RUN IN MARION COUNTY, KENTUCKY, AND BOUNDED AND DESCRIBED AS FOLLOWS:

FIRST: BEGINNING AT A STONE ON THE SOUTH SIDE OF OLD ROAD AT THE GATE THENCE N. 28 E. 67.76 POLES TO A STONE IN GLASSCOCK'S LINE AND CORNER TO PUTNAM (NOW RILEY) LAND, THENCE WITH RILEY'S LINE N. 64 1/2 W. 81.56 POLES TO A STONE, CORNER TO RILEY, THENCE N. 11 E. 69.03 POLES TO A STONE, CORNER TO RILEY, THENCE N. 57 W. 23.32 POLES TO THE CENTER OF LICK RUN TO THE CORNER OF DUDGEON, THENCE S. 49 W. 5.88 POLES TO A STONE IN LINE OF DUDGEON, THENCE S. 33 1/2 W. 37.60 POLES TO SUGAR TREE AND HORN BEAN, CORNER IN DUDGEON LINE AND CORNER TO A.O. WAYNE LAND, THENCE S. 3 W. 117.76 POLES TO A STONE, CORNER TO MRS. CHRISTIE, THENCE SAME COURSE S. 3 W. 82.24 POLES TO LARGE CORNER POST, A CORNER TO PAUL HOURIGAN, THENCE WITH HOURIGAN'S LINE N. 89 1/2 E. 102 POLES TO A STONE, IN LINE OF HOURIGAN AND A CORNER TO A.C. GLASSCOCK, THENCE WITH GLASSCOCK LINE N. 15 1/2 E. 50 POLES TO A STONE ON SIDE OF OLD ROAD, THENCE ALONG ROAD LINE N. 61 W. 32 POLES TO THE BEGINNING, CONTAINING 112 ACRES MORE OR LESS.

SECOND: BEGINNING AT A SUGAR TREE AND HORN BEAN, CORNER TO FIRST TRACT ON THE EAST SIDE OF LICK RUN. THENCE S. 3 W. 117.76 POLES TO THE STONE ON HILL, CORNER TO MRS. CHRISTIE, THENCE WITH CHRISTIE'S LINE N. 84 W. 53 1/2 POLES TO STONE TO BE PLANTED AT A SMALL BRANCH NEAR A SMALL ELM, THENCE WITH A NEW LINE N. 4 1/2 E. 20 POLES, N. 11 W. 16.60 POLES TO A PLUM TREE, THENCE N. 2 1/2 E. 16 POLES, N. 8 E. 10.68 POLES TO POINT ON LICK RUN, AND DOWN SAME N. 47 1/2 E. 36 POLES, N. 71 E. 16.52 POLES, N. 55 1/2 E. 26.16 POLES TO THE BEGINNING, CONTAINING 35 ACRES, MORE OR LESS.

PREPARED BY: **POD**
POWER OF DESIGN
1340N BLUEGRASS PARKWAY
LOUISVILLE, KY 40299
502.417.7242

PREPARED FOR: **MasTec**

PREPARED FOR: **at&t**

SURVEY

REV.	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE W/ TITLE
D	9.14.18	ISSUED AS FINAL

SITE INFORMATION:
PENICK
325 HOURIGAN LANE
LEBANON, KY 40033
MARION COUNTY

TAX PARCEL NUMBER:
085-020

PROPERTY OWNER:
RICHARD T. STOFER III
& CONNIE L. TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515

SOURCE OF TITLE:
DEED BOOK 321, PAGE 526
DEED BOOK 321, PAGE 531

SITE NUMBER:
KYLD04166

POD NUMBER: 18-26567

DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)
B-1.4

TITLE OF COMMITMENT (PARCEL ID: 085-020)

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 AT&T MOBILITY, FILE NO. 59576-KY1803-5030, FA 10589975, EFFECTIVE DATE OF APRIL 12, 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: 085-020 / 77976
 PERIOD: 2017 PAYMENT STATUS: PAID
 TAX AMOUNT: \$1056.89
 (NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

2. MORTGAGES RETURNED HEREIN. (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 OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)

4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NOTICE OF RECOUPMENT LIEN CONNIE L. TUCKER, DEBTOR, V. COMMONWEALTH OF KENTUCKY, SECURED PARTY, RECORDED 6/2/1995 IN BOOK 11 PAGE 727. (NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED.

(EASEMENTS AND RIGHTS OF WAY)

7. EASEMENT BY MARIE B. GLASSCOCK AND A. C. GLASSCOCK, HER HUSBAND TO TENNESSEE GAS PIPELINE COMPANY, DATED 10/19/1961 RECORDED 11/9/1971 IN BOOK 91 PAGE 557.
 NOTES: EASEMENT (EASEMENT AS RECORDED IN BOOK 91, PAGE 557 IS 6 FEET WIDE, AND IS SAID TO HAVE ITS LOCATION SHOWN ON A PLAT ATTACHED TO SAID RECORDED DOCUMENT. SAID PLAT WAS NOT INCLUDED IN TITLE DOCUMENTS, THEREFORE POD GROUP, LLC COULD NOT EXAMINE OR ADDRESS THIS ITEM.)

(OTHER FILED DOCUMENTS)

8. RESERVATION OF PASSWAY SET FORTH IN DEED BOOK 12 PAGE 608
 NOTES: BEST COPY AVAILABLE
 (DOCUMENT AS RECORDED IN DEED BOOK 12, PAGE 608 IS ILLEGIBLE, THEREFORE THE PASSWAY RESERVATION SET FORTH IN SAID DOCUMENT COULD NOT BE PLOTTED, AND POD GROUP, LLC COULD NOT EXAMINE OR ADDRESS THIS ITEM.)

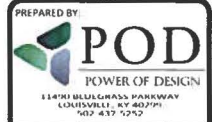
LAND SURVEYOR'S CERTIFICATE

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

9/14/2018

DATE



SURVEY		
REV	DATE	DESCRIPTION
A	8.13.18	PRELIM ISSUE w/ TITLE
0	9.14.18	ISSUED AS FINAL

SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY
TAX PARCEL NUMBER:
 085-020
PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515
SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531
SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 8.13.18

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

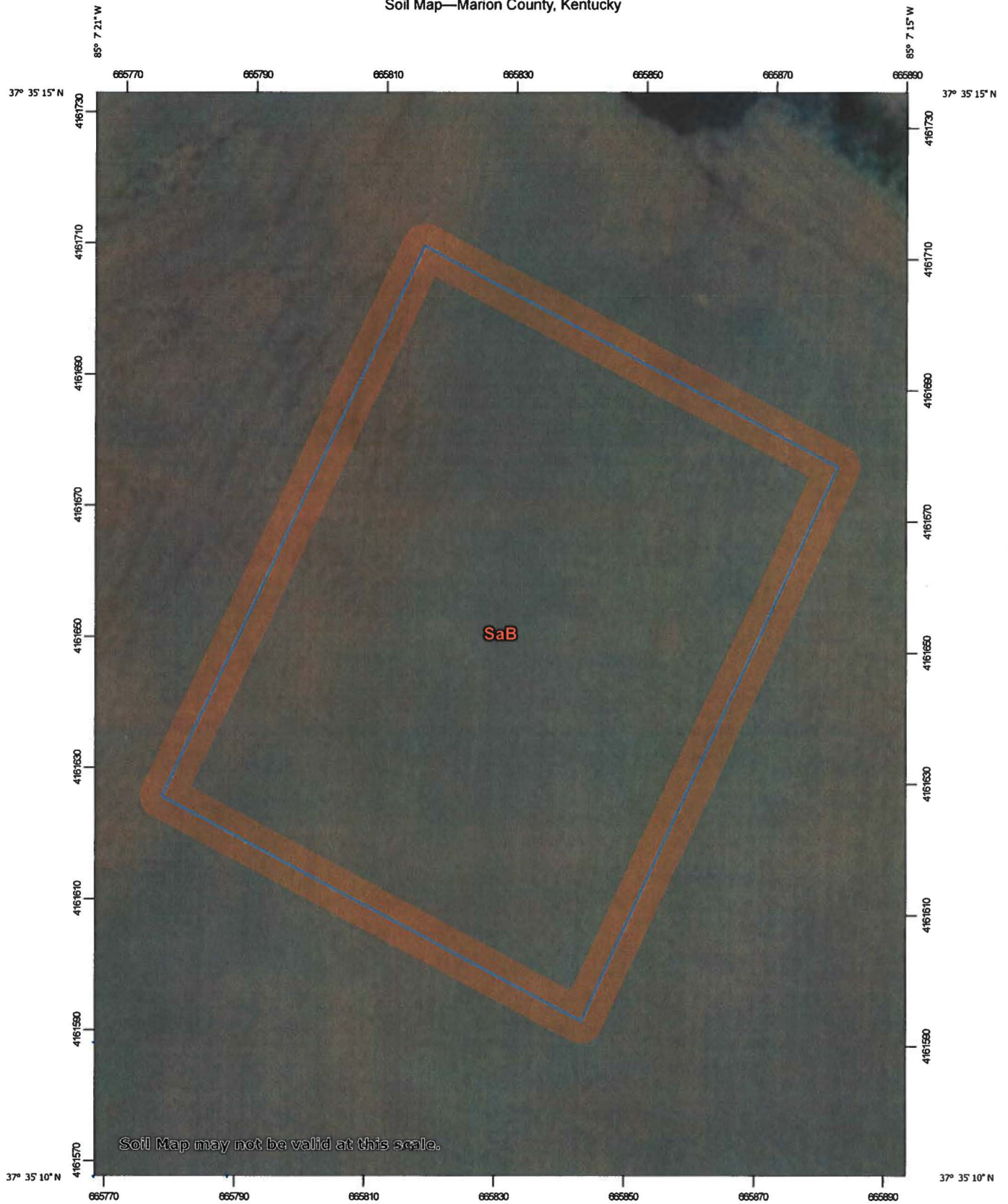
SHEET NUMBER: (6 pages)
B-1.5



APPENDIX B

Soil Survey and Soil Descriptions

Soil Map—Marion County, Kentucky



Soil Map may not be valid at this scale.

Map Scale: 1:806 if printed on A portrait (8.5" x 11") sheet.

0 10 20 40 60 Meters





































0 35 70 140 210 Feet

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



Soil Map—Marion County, Kentucky

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Marion County, Kentucky
 Survey Area Data: Version 16, 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: Mar 14, 2015—Sep 11, 2016

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
SaB	Sandview silt loam, 2 to 6 percent slopes	1.7	100.0%
Totals for Area of Interest		1.7	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

Marion County, Kentucky

SaB—Sandview silt loam, 2 to 6 percent slopes

Map Unit Setting

National map unit symbol: ljsb

Elevation: 480 to 1,250 feet

Mean annual precipitation: 43 to 62 inches
Mean annual air temperature: 42 to 67 degrees F
Frost-free period: 145 to 191 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Sandview and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Sandview

Setting

Landform: Ridges
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Thin fine-silty noncalcareous loess over residuum weathered from limestone and shale

Typical profile

H1 - 0 to 8 inches: silt loam
H2 - 8 to 35 inches: silty clay loam
H3 - 35 to 76 inches: silty clay
R - 76 to 86 inches: unweathered bedrock

Properties and qualities

Slope: 2 to 6 percent
Depth to restrictive feature: 60 to 90 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: High (about 11.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C
Hydric soil rating: No

Minor Components

Sandview, (eroded)

Percent of map unit: 2 percent
Hydric soil rating: No

Crider

Percent of map unit: 2 percent

Map Unit Description—Marion County, Kentucky

Hydric soil rating: No

Beasley

Percent of map unit: 2 percent

Hydric soil rating: No

Lowell

Percent of map unit: 2 percent

Hydric soil rating: No

Nicholson

Percent of map unit: 2 percent

Hydric soil rating: No

Data Source Information

Soil Survey Area: Marion County, Kentucky
Survey Area Data: Version 16, Sep 11, 2018

EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at 223 North Spalding Avenue, Suite 201, Lebanon, KY 40033 head Southeast on North Spalding Ave toward Martin Luther King Ave for approximately 499 feet.
2. Turn Left at the 2nd cross street onto US-68E / E Main Street and travel approximately 7.7 miles.
3. Turn left onto Hourigan Lane and travel approximately 0.4 miles.
4. The site is located on the left at 325 Hourigan Ln, Lebanon, KY 40033.
5. The site coordinates are:
 - a. North 37 deg 35 min 12.75 sec
 - b. West 85 deg 07 min 18.78 sec



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EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: LOUISVILLE
Cell Site Number: KYLO1466
Cell Site Name: PENICK
Fixed Asset Number: 10589975

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Richard T. Stofer and Connie L. Tucker, husband and wife, having a mailing address of 4100 Springwater Drive, Lexington, KY 40515 (collectively, "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 325 Hourigan Lane, in the County of Marion, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1** (the "**Premises**"), for the placement of Tenant's Communication Facility.

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

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

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

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

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

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

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

3. **TERM.**

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

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant

notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

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

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

4. RENT.

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

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

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

5. APPROVALS.

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

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

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

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

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

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended

by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

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

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

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

7. INSURANCE.

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

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

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

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

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

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

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

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

8. INTERFERENCE.

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

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

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

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

9. INDEMNIFICATION.

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

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

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

10. WARRANTIES.

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

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

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

11. ENVIRONMENTAL.

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

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

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

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

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute

additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [REDACTED] per day 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 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 the 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 the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of three-feet below grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

14. MAINTENANCE/UTILITIES.

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

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

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or

the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

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

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

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #KYLO1466; Cell Site Name: Penick(KY)
 Fixed Asset No.: 10589975
 575 Morosgo Drive
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Department
 Re: Cell Site #: KYLO1466; Cell Site Name: Penick (KY)
 Fixed Asset No.: 10589975
 208 S. Akard Street
 Dallas, TX 75202-4206

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

If to Landlord: Richard Stofer
4100 Springwater Drive
Lexington, KY 40515

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

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

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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

21. TAXES.

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

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

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

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

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

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

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #KYLO1466; Cell Site Name: Penick (KY)
Fixed Asset No: 10589975
575 Morosgo Drive
Atlanta, GA 30324

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

22. **SALE OF PROPERTY**

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

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

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

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

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

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

24. **MISCELLANEOUS.**

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

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as

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

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

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

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

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

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

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

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

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

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

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth

herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

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

"LANDLORD"

By: Richard T. Stofer
Print Name: Richard T. Stofer
Date: 9-14-18

By: Connie L. Tucker
Print Name: Connie L. Tucker
Date: 9-14-18

LANDLORD ACKNOWLEDGMENT

STATE OF Ky)
COUNTY OF Fayette) ss:

On the 14th day of Sept, 2018 before me, personally appeared Richard T. Stofer and Connie L. Tucker, who acknowledged under oath, that he/she/they is/are the person/officer named in the within instrument, and that he/she/they executed the same in his/her/their stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Matthew Sims
Notary Public: 546133
My Commission Expires: 11/27/19

"TENANT"

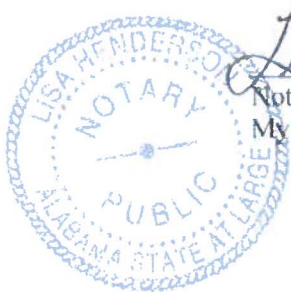
New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: Jason Allday
Print Name: Jason Allday
Its: Area Manager
Date: 10/17/18

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 17th day of October, 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 PREMISES

Page 1 of 2

to the Option and Lease Agreement dated October 17, 2018, by and between Richard T. Stofer and Connie L. Tucker, husband and wife, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

FIRST TRACT:

BEGINNING at a stake, corner to James Hourigan land, thence S. 75 E. 60.72 poles to a stone in the road, corner to same, thence S. 1. W. 125 poles, thence S. 88 ½ W. 40 poles, thence N. 11 E. 34.52 poles to a stake, thence N. 63 ¾ W. 68 poles to a stone, corner to George Moore land, thence N. 27 ½ E. 87 poles to the beginning, containing 54 ½ acres, more or less.

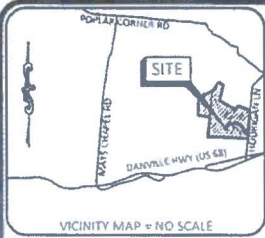
SECOND TRACT:

On landers Creek and beginning at a stake in the Old Springfield road and corner to Myers land, thence S. 11W. 34.72 poles to a stake, corner to same in A. Hourigan land, thence S. 89 ½ W. 38.50 poles to a stone, corner to said Moore, thence N. 13 ½ E. 53.56 poles to a stone in said old road and corner to same, thence S. 63 1/2 37.10 poles to the beginning, containing 10 acres, more or less. Said land is sold and conveyed subject to the same reservation as the passway set out in the Deed from W.W. Myers and wife to J.B. Evans of date February 7, 1882, of record in Marion County Court Clerk's Office in Deed Book 12 at page 608.

THIRD TRACT:

BEGINNING at Withdow's corner in center of road, thence S. 60 ½ E. 64 poles, S. 75 E. 40 poles, thence S. 15 W; 13 ½ poles to a stake, corner to Q.M. Chandler's land, thence with line of same W. 8 poles to graveyard, N. 4 E. 5 poles, thence West 9 ½ poles, thence S. 4 W. 5 poles, thence W. 74 ½ poles to a stake in the road, corner to Q.M. Chandler's land, thence with line of J.T. Raney's land and center of road N. 2 E. 39 ½ poles to a stake in the center of said road, thence N. 2 E. 14 poles and 21 links to the place of beginning, containing 18 acres, more or less.

The above three tracts of land contain in all 82.50 acres, more or less, but subject to all legal highways.



FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°35'12.75"
 LONGITUDE: 85°07'18.78"
 NAVD 88
 ELEVATION: 960' AMSL
 NORTHING: 3737879.693
 EASTING: 5103244.798

TEMPORARY BENCHMARK
 NORTHING: 3738297.701
 EASTING: 5103338.492
 ELEVATION: 961.42'
 LOCATION: SET IRON PIN WITH CAP MARKED "POD TRM" N17°46'W 367.2'± FROM THE NORTHERNMOST CORNER OF THE PROPOSED LEASE AREA.



GLOBAL POSITIONING SYSTEMS NOTE

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



SURVEY

REV	DATE	DESCRIPTION
A	8.13.18	PRELIMINARY w/ UTILE
D	9.14.18	ISSUED AS FINAL

SITE INFORMATION

PENICK
 125 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY
 TAX PARCEL NUMBER:
 085-020
 PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEANINGTON, KY 40515
 SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531
 SITE NUMBER:
 KYL004166

POD NUMBER: 18-26567
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 8.1.18
 PLAT DATE: 8.13.18

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

SHEET NUMBER: (6 pages)

B-1

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED 30' ACCESS & UTILITY EASEMENT ONLY. AND NO 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 0.08", FOR A PRECISION OF 1:32,405 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 30' ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 2115500225C, DATED 01/06/2010.

LAND SURVEYOR'S CERTIFICATE

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 9/14/2018
 MARK PATTERSON, PLS #3136 DATE

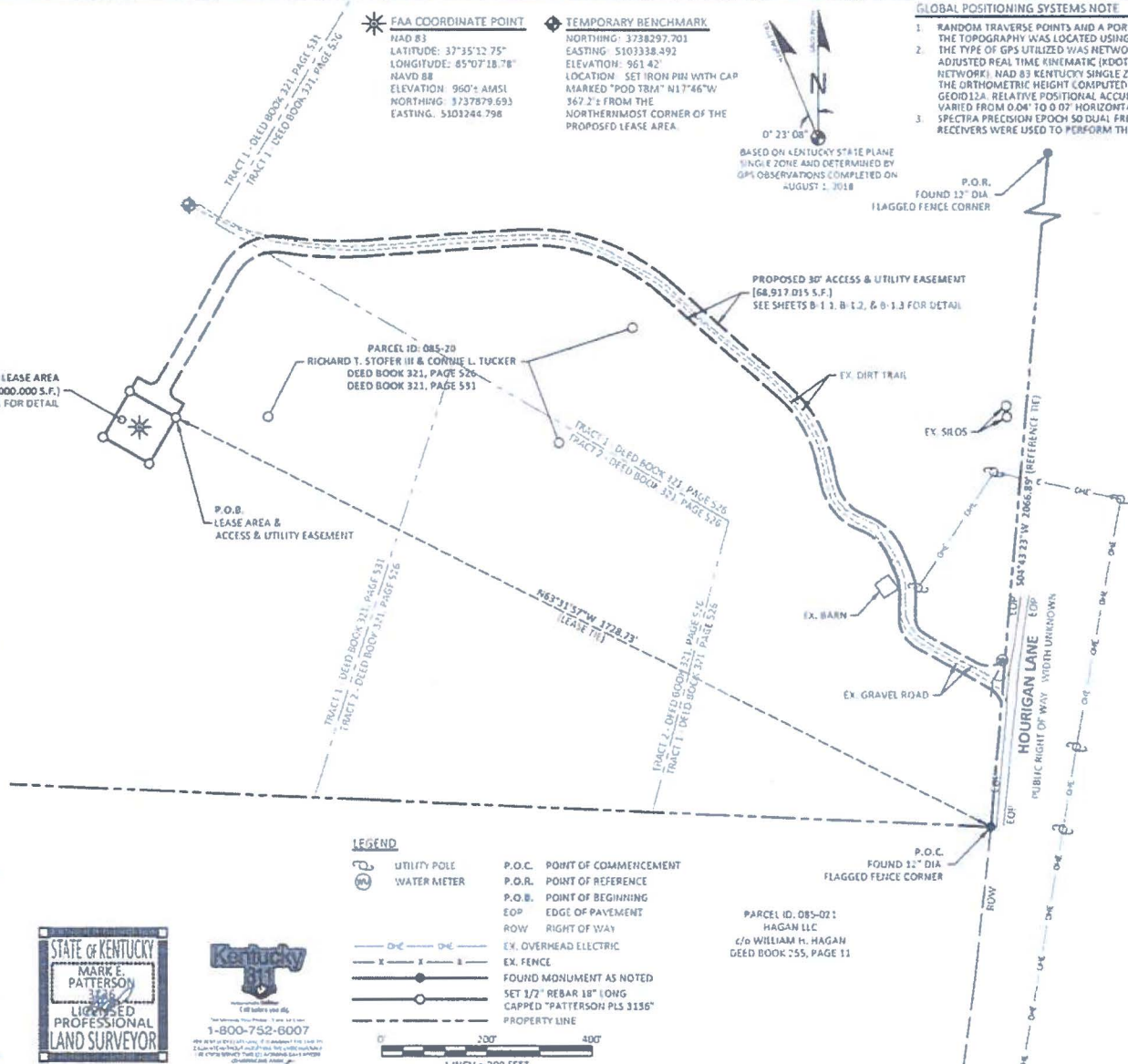


LEGEND

- UTILITY POLE
- WATER METER
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- EOP EDGE OF PAVEMENT
- ROW RIGHT OF WAY
- EX. OVERHEAD ELECTRIC
- EX. FENCE
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3156" PROPERTY LINE



PARCEL ID. 085-021
 HAGAN LLC
 c/o WILLIAM H. HAGAN
 DEED BOOK 255, PAGE 11



Richard T. Stofer *Connie L. Tucker*

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

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

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

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

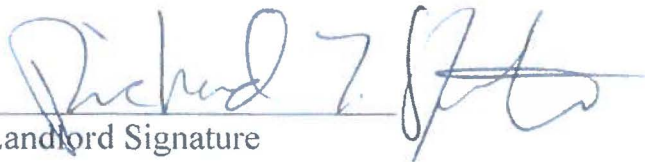
Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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



Landlord Signature

EXHIBIT J
NOTIFICATION LISTING

Penick – Notice List

STOFER RICHARD T III & CONNIE L
TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515

HAGAN LLC
%WM H HAGAN
601 LAKESIDE DR
BARDSTOWN, KY 40004

COYLE SUZANNE
7075 DANVILLE HWY
LEBANON, KY 40033

CLARK MARGUERITE
469 W MAIN ST
LEBANON, KY 40033

WRIGHT MARIE
3120 POPLAR CORNER RD
LEBANON, KY 40033

SERRANO DOMINGO
2540 POPLAR CORNER RD
LEBANON, KY 40033

GARRETT OREN KEITH
80 HOURIGAN RD
GRAVELSWITCH, KY 40328

GARRETT JASON
%THERESA GARRETT
135 WREN RD
GRAVEL SWITCH, KY 40328

WHITEHOUSE MARK A & MELISSA
550 HOURIGAN LN
LEBANON, KY 40033

WHITEHOUSE JASON A & ASHLEY N
76 HOURIGAN LN
LEBANON, KY 40033

GARDNER MARK
155 RAYWICK RD
LEBANON, KY 40033

GRIBBINS JOSHUA KYLE
580 OLD LICK RD
BRADFORDSVILLE, KY 40009

SANDUSKY HAROLD G & MARTHA
5125 DANVILLE HWY
LEBANON, KY 40033

SANDUSKY HAROLD GLEN & MARTHA
ROGERS SANDUSKY
5125 DANVILLE HWY
LEBANON, KY 40033

BARLOW RYAN K
98 HOURIGAN LANE
LEBANON, KY 40033

STONER ANNE PENNINGTON &
STEVEN KENT
4571 OAK VISTA COURT
HAMILTON OHIO, 45011

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: Penick**

Dear Landowner:

New Cingular Wireless PCS, 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 325 Hourigan Lane, Lebanon, KY 40033 (37° 35' 12.75" North latitude, 85° 07' 18.78" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00211 in any correspondence sent in connection with this matter.

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

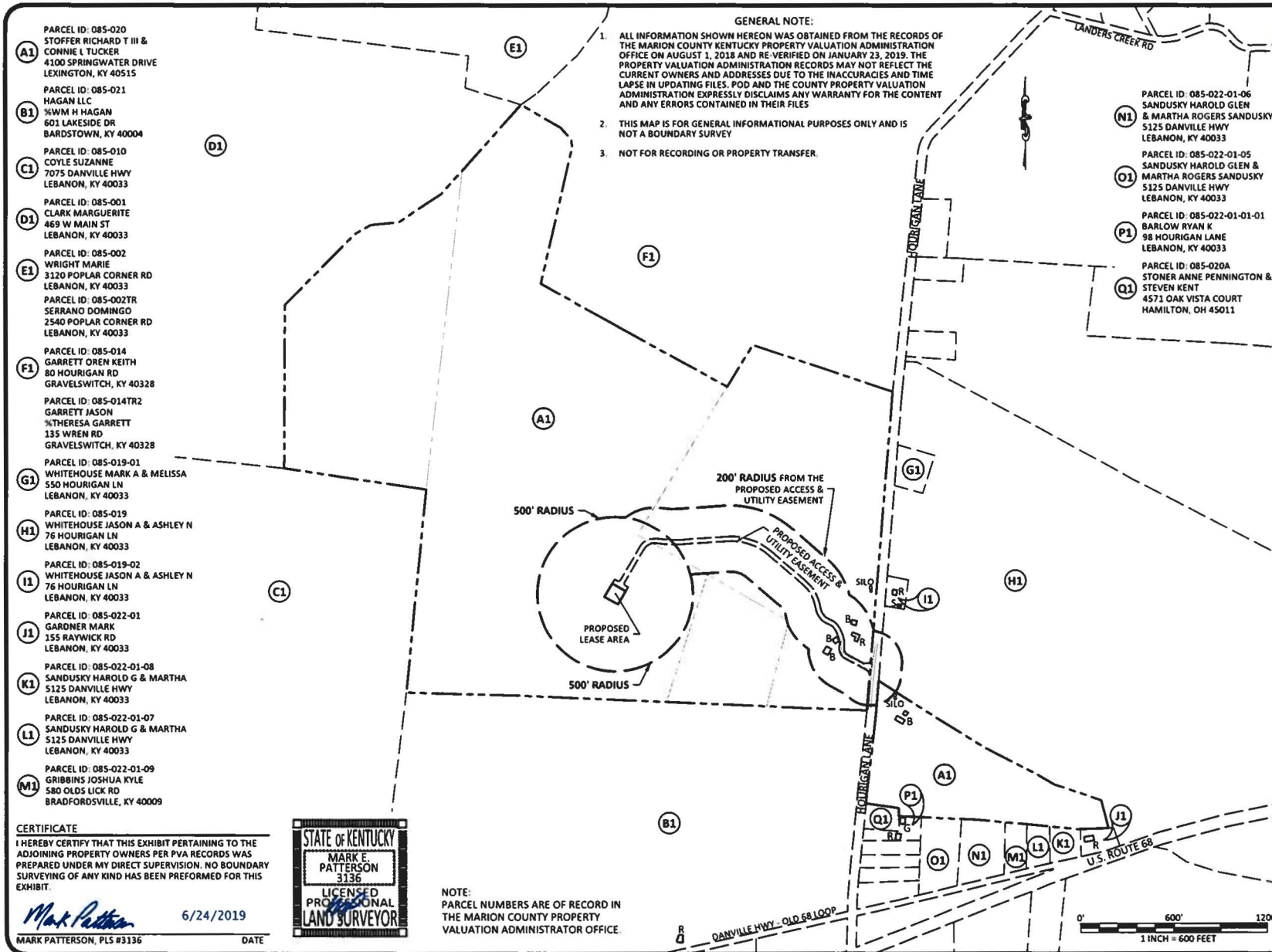
enclosures

Driving Directions to Proposed Tower Site

1. Beginning at 223 North Spalding Avenue, Suite 201, Lebanon, KY 40033 head Southeast on North Spalding Ave toward Martin Luther King Ave for approximately 499 feet.
2. Turn Left at the 2nd cross street onto US-68E / E Main Street and travel approximately 7.7 miles.
3. Turn left onto Hourigan Lane and travel approximately 0.4 miles.
4. The site is located on the left at 325 Hourigan Ln, Lebanon, KY 40033.
5. The site coordinates are:
 - a. North 37 deg 35 min 12.75 sec
 - b. West 85 deg 07 min 18.78 sec



Prepared by:
Chris Shouse
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



GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE MARION COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON AUGUST 1, 2018 AND RE-VERIFIED ON JANUARY 23, 2019. 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.

PREPARED BY:
POD
 POWER OF DESIGN
 11490 BELLEGRANDS PARKWAY
 LOUISVILLE, KY 40299
 502.417.5252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

- (N1) PARCEL ID: 085-022-01-06 SANDUSKY HAROLD GLEN & MARTHA ROGERS SANDUSKY 5125 DANVILLE HWY LEBANON, KY 40033
- (O1) PARCEL ID: 085-022-01-05 SANDUSKY HAROLD GLEN & MARTHA ROGERS SANDUSKY 5125 DANVILLE HWY LEBANON, KY 40033
- (P1) PARCEL ID: 085-022-01-01-01 BARLOW RYAN K 98 HOURIGAN LANE LEBANON, KY 40033
- (Q1) PARCEL ID: 085-020A STONER ANNE PENNINGTON & STEVEN KENT 4571 OAK VISTA COURT HAMILTON, OH 45011

EXHIBIT

REV	DATE	DESCRIPTION
A	1.23.19	ISSUED FOR REVIEW
0	6.24.19	OLC COMMENTS / FINAL

SITE INFORMATION:
PENICK
 325 HOURIGAN LANE
 LEBANON, KY 40033
 MARION COUNTY
TAX PARCEL NUMBER:
 085-020
PROPERTY OWNER:
 RICHARD T. STOFER III
 & CONNIE L. TUCKER
 4100 SPRINGWATER DRIVE
 LEXINGTON, KY 40515
SOURCE OF TITLE:
 DEED BOOK 321, PAGE 526
 DEED BOOK 321, PAGE 531
SITE NUMBER:
 KYL004166

POD NUMBER: 18-26568
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 1.23.19

SHEET TITLE:
500' RADIUS AND ABUTTERS MAP
SHEET NUMBER: (1 pages)
B-2

- (A1) PARCEL ID: 085-020 STOFFER RICHARD T III & CONNIE L TUCKER 4100 SPRINGWATER DRIVE LEXINGTON, KY 40515
- (B1) PARCEL ID: 085-021 HAGAN LLC %W M H HAGAN 601 LAKESIDE DR BARDSTOWN, KY 40004
- (C1) PARCEL ID: 085-010 COYLE SUZANNE 7075 DANVILLE HWY LEBANON, KY 40033
- (D1) PARCEL ID: 085-001 CLARK MARGUERITE 469 W MAIN ST LEBANON, KY 40033
- (E1) PARCEL ID: 085-002 WRIGHT MARIE 3120 POPLAR CORNER RD LEBANON, KY 40033
- (F1) PARCEL ID: 085-002TR SERRANO DOMINGO 2540 POPLAR CORNER RD LEBANON, KY 40033
- (G1) PARCEL ID: 085-014 GARRETT OREN KEITH 80 HOURIGAN RD GRAVELSWITCH, KY 40328
- (H1) PARCEL ID: 085-014TR2 GARRETT JASON %THERESA GARRETT 135 WREN RD GRAVELSWITCH, KY 40328
- (I1) PARCEL ID: 085-019-01 WHITEHOUSE MARK A & MELISSA 550 HOURIGAN LN LEBANON, KY 40033
- (J1) PARCEL ID: 085-019 WHITEHOUSE JASON A & ASHLEY N 76 HOURIGAN LN LEBANON, KY 40033
- (K1) PARCEL ID: 085-019-02 WHITEHOUSE JASON A & ASHLEY N 76 HOURIGAN LN LEBANON, KY 40033
- (L1) PARCEL ID: 085-019-02 WHITEHOUSE JASON A & ASHLEY N 76 HOURIGAN LN LEBANON, KY 40033
- (M1) PARCEL ID: 085-022-01-08 SANDUSKY HAROLD G & MARTHA 5125 DANVILLE HWY LEBANON, KY 40033
- (N1) PARCEL ID: 085-022-01-07 SANDUSKY HAROLD G & MARTHA 5125 DANVILLE HWY LEBANON, KY 40033
- (O1) PARCEL ID: 085-022-01-09 GRIBBINS JOSHUA KYLE 580 OLDS LICK RD BRADFORDSVILLE, KY 40009

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, PLS #3136 6/24/2019 DATE



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

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

David R. Daugherty
County Judge Executive
223 North Spalding Avenue, Suite 201
Lebanon, KY 40033

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2019-00211
Site Name: Penick

Dear Judge/Executive:

New Cingular Wireless PCS, 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 325 Hourigan Lane, Lebanon, KY 40033 (37° 35' 12.75" North latitude, 85° 07' 18.78" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00211 in any correspondence sent in connection with this matter.

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

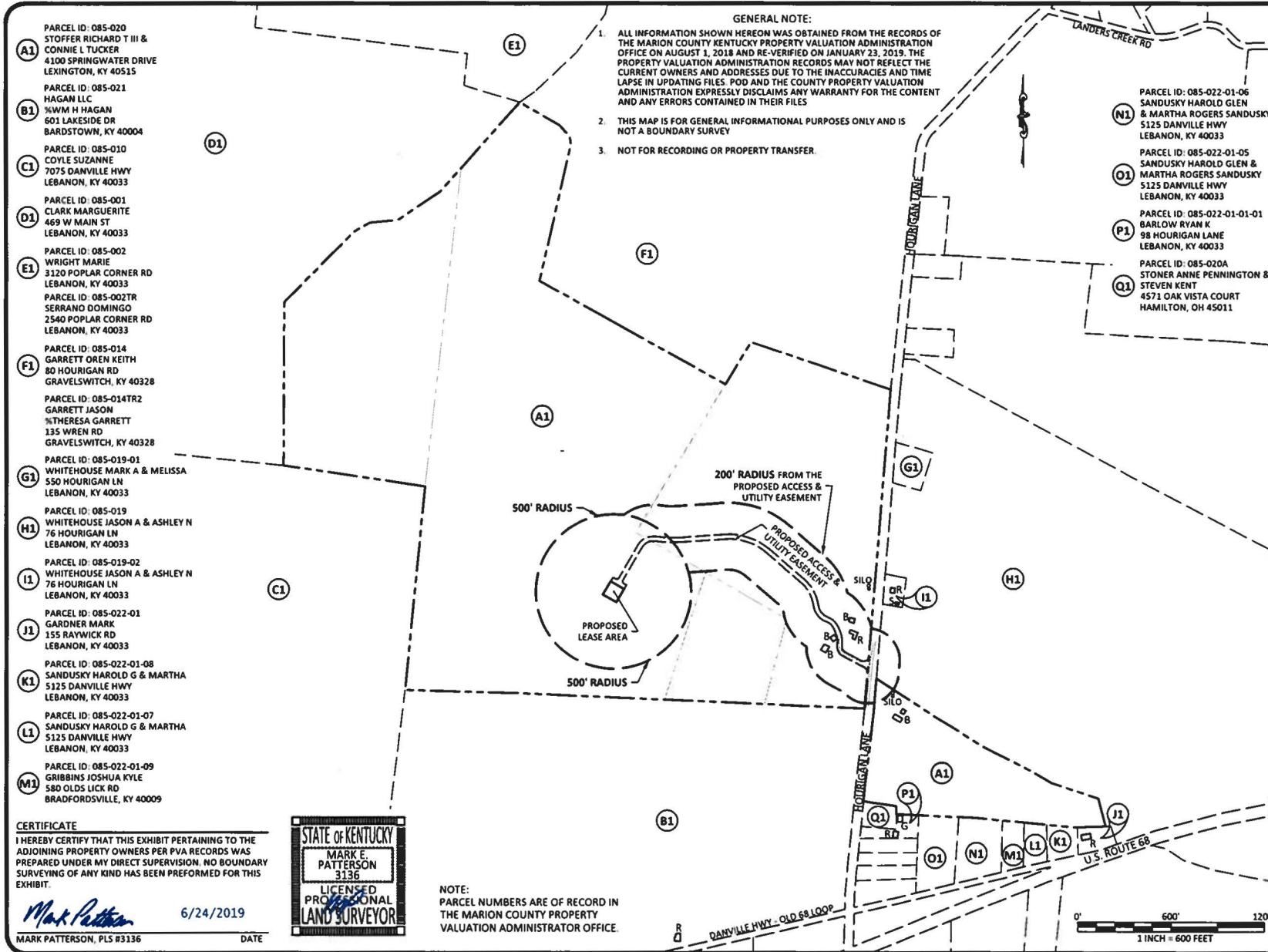
enclosures

Driving Directions to Proposed Tower Site

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4. The site is located on the left at 325 Hourigan Ln, Lebanon, KY 40033.
5. The site coordinates are:
 - a. North 37 deg 35 min 12.75 sec
 - b. West 85 deg 07 min 18.78 sec



Prepared by:
Chris Shouse
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



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2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
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- (A1) PARCEL ID: 085-020
STOFFER RICHARD T III & CONNIE L TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515
- (B1) PARCEL ID: 085-021
HAGAN LLC
%W M H HAGAN
601 LAKESIDE DR
BARDSTOWN, KY 40004
- (C1) PARCEL ID: 085-010
COYLE SUZANNE
7075 DANVILLE HWY
LEBANON, KY 40033
- (D1) PARCEL ID: 085-001
CLARK MARGUERITE
469 W MAIN ST
LEBANON, KY 40033
- (E1) PARCEL ID: 085-002
WRIGHT MARIE
3120 POPLAR CORNER RD
LEBANON, KY 40033
- (F1) PARCEL ID: 085-002TR
SERRANO DOMINGO
2540 POPLAR CORNER RD
LEBANON, KY 40033
- (G1) PARCEL ID: 085-014
GARRETT OREN KEITH
80 HOURIGAN RD
GRAVELSWITCH, KY 40328
- (H1) PARCEL ID: 085-014TR2
GARRETT JASON
%THERESA GARRETT
135 WREN RD
GRAVELSWITCH, KY 40328
- (I1) PARCEL ID: 085-019-01
WHITEHOUSE MARK A & MELISSA
550 HOURIGAN LN
LEBANON, KY 40033
- (J1) PARCEL ID: 085-019
WHITEHOUSE JASON A & ASHLEY N
76 HOURIGAN LN
LEBANON, KY 40033
- (K1) PARCEL ID: 085-019-02
WHITEHOUSE JASON A & ASHLEY N
76 HOURIGAN LN
LEBANON, KY 40033
- (L1) PARCEL ID: 085-022-01
GARDNER MARK
155 RAYWICK RD
LEBANON, KY 40033
- (M1) PARCEL ID: 085-022-01-08
SANDUSKY HAROLD G & MARTHA
5125 DANVILLE HWY
LEBANON, KY 40033
- (N1) PARCEL ID: 085-022-01-07
SANDUSKY HAROLD G & MARTHA
5125 DANVILLE HWY
LEBANON, KY 40033
- (O1) PARCEL ID: 085-022-01-09
GRIBBINS JOSHUA KYLE
580 OLDS LUCK RD
BRADFORDSVILLE, KY 40009

- (N1) PARCEL ID: 085-022-01-06
SANDUSKY HAROLD GLEN & MARTHA ROGERS SANDUSKY
5125 DANVILLE HWY
LEBANON, KY 40033
- (O1) PARCEL ID: 085-022-01-05
SANDUSKY HAROLD GLEN & MARTHA ROGERS SANDUSKY
5125 DANVILLE HWY
LEBANON, KY 40033
- (P1) PARCEL ID: 085-022-01-01-01
BARLOW RYAN K
98 HOURIGAN LANE
LEBANON, KY 40033
- (Q1) PARCEL ID: 085-020A
STONER ANNE PENNINGTON & STEVEN KENT
4571 OAK VISTA COURT
HAMILTON, OH 45011

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 6/24/2019
MARK PATTERSON, PLS #3136 DATE



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

PREPARED BY: **POD**
POWER OF DESIGN
11400 BLUEGRASS PARKWAY
LOUISVILLE, KY 40299
502.477.5252

PREPARED FOR: **MasTec**

PREPARED FOR: **at&t**

EXHIBIT		
REV	DATE	DESCRIPTION
A	1.23.19	ISSUED FOR REVIEW
D	6.24.19	OLC COMMENTS / FINAL

SITE INFORMATION:
PENICK
325 HOURIGAN LANE
LEBANON, KY 40033
MARION COUNTY

TAX PARCEL NUMBER:
085-020

PROPERTY OWNER:
RICHARD T. STOFER III & CONNIE L. TUCKER
4100 SPRINGWATER DRIVE
LEXINGTON, KY 40515

SOURCE OF TITLE:
DEED BOOK 321, PAGE 526
DEED BOOK 321, PAGE 531

SITE NUMBER:
KYL004166

POD NUMBER: 18-26568

DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 8.1.18
PLAT DATE: 1.23.19

SHEET TITLE:
500' RADIUS AND ABUTTERS MAP

SHEET NUMBER: (1 pages)
B-2

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

SITE NAME: PENICK
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 2019-00211 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 2019-00211 in your correspondence.



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 TELEPHONE: 270-692-6026

The Lebanon Enterprise
Attn: Legal Notice Ad
119 South Proctor Knott Avenue
Lebanon, KY 40033

RE: Legal Notice Advertisement
Site Name: Penick

Dear Lebanon Enterprise:

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

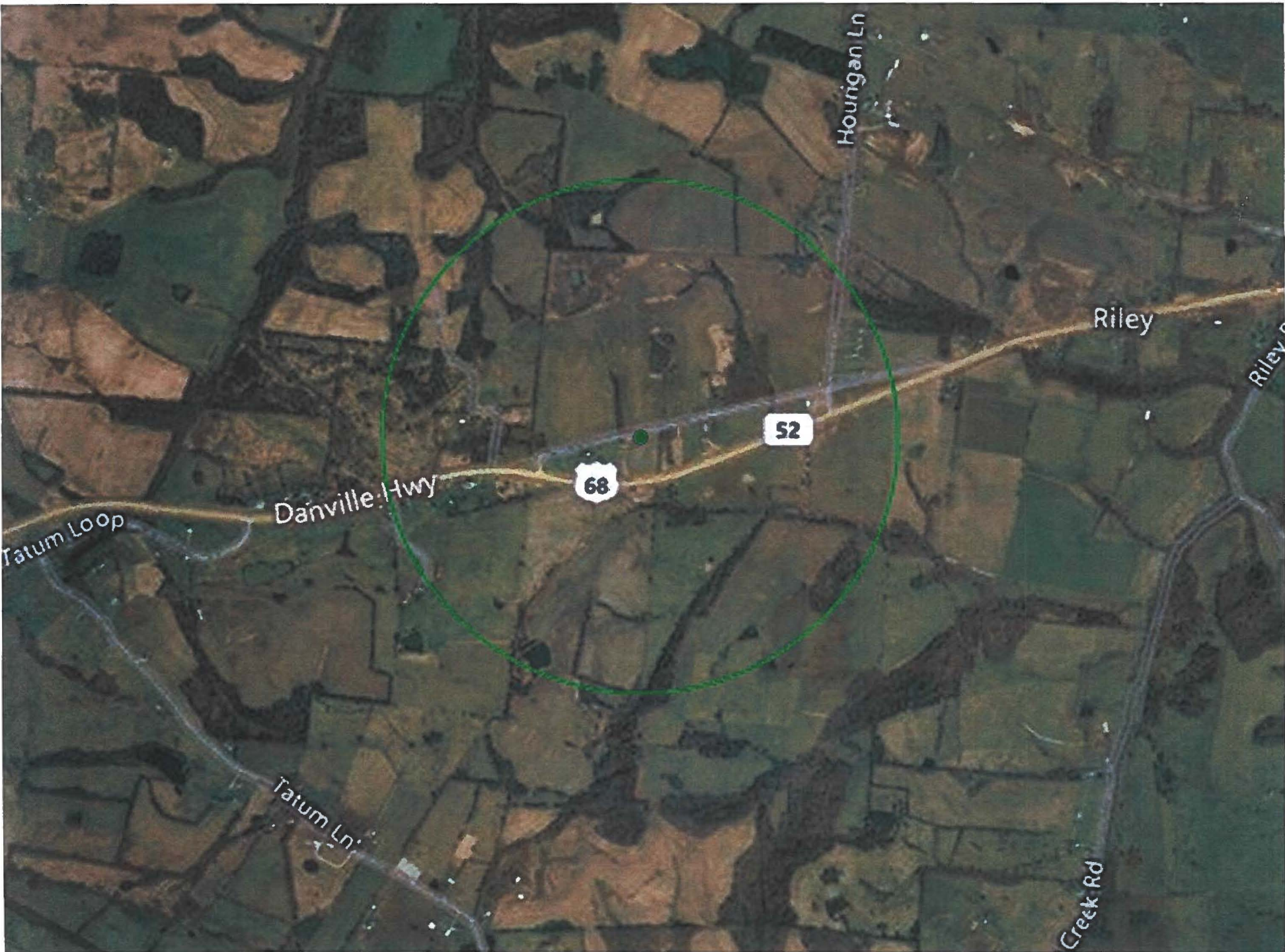
NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a parcel having an address of 325 Hourigan Lane, Lebanon, KY 40033 (37° 35' 12.75" North latitude, 85° 07' 18.78" 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 2019-00211 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,
Chris Shouse
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.579838
Lon: -85.1234

Penick Search Area