

RECEIVED

JAN 19 2018

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

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.: 2018-00015  
CONVENIENCE AND NECESSITY TO CONSTRUCT )  
A WIRELESS COMMUNICATIONS FACILITY )  
IN THE COMMONWEALTH OF KENTUCKY )  
IN THE COUNTY OF OWEN )

SITE NAME: ELK LAKE SHORES

\* \* \* \* \*

**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, Kentucky 40202.

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

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

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

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

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

6. To address the above-described service needs, Applicant proposes to construct a WCF at Kentucky Highway 330, Owenton, Kentucky (38°30'03.67" North latitude, 84°46'30.59" 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 Howard and Nancy Wiggs pursuant to a Deed recorded at Deed Book 179, Page 116 and Deed Book 165, Page 342 in the office of the County Clerk. The proposed WCF will consist of a 255-foot tall tower, with an approximately 10-foot tall lightning arrestor attached at the top, for a total height of 265-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

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

as part of **Exhibit B**.

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

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

11. A copy of the application to the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.

12. A copy of the conditional approval issued by the Kentucky Airport Zoning Commission ("KAZC") is attached as **Exhibit F**.

13. A geotechnical engineering firm has performed soil boring(s) and subsequent geotechnical engineering studies at the WCF site. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit G**. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this



exhibit.

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

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

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

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

18. As noted on the Survey attached as part of **Exhibit B**, the surveyor has determined that the site is not within any flood hazard area.

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

illustrated in **Exhibit B**.

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

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

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

23. The general area where the proposed facility is to be located is rural with

large parcels.

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

25. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site will also support deployment of wireless local loop ("WLL") technology in the subject area. As a participant in the FCC's Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the

most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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

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

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

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

Respectfully submitted,

A handwritten signature in blue ink that reads "David A. Pike". The signature is fluid and cursive, with the first name "David" and last name "Pike" clearly distinguishable.

---

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

## **LIST OF EXHIBITS**

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

**EXHIBIT A**  
**FCC LICENSE DOCUMENTATION**

## ULS License

**PCS Broadband License - KNLH398 - New Cingular Wireless PCS, LLC**

Call Sign	KNLH398	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

**Rural Service Provider Bidding Credit**

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

**Reserved Spectrum**

Reserved Spectrum

**Market**

Market	BTA252 - Lexington, KY	Channel Block	D
Submarket	0	Associated Frequencies (MHz)	001865.00000000-001870.00000000-001945.00000000-001950.00000000

**Dates**

Grant	04/14/2017	Expiration	04/28/2027
Effective	06/14/2017	Cancellation	

**Buildout Deadlines**

1st	04/28/2002	2nd	
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**Notification Dates**

1st	04/25/2002	2nd	
-----	------------	-----	--

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

New Cingular Wireless PCS, LLC 208 S Akard St., RM 1016 Dallas, TX 75202 ATTN Leslie Wilson	P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com
------------------------------------------------------------------------------------------------------	-------------------------------------------------------

**Contact**

AT&T Mobility LLC Michael P Gogglin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN FCC Group	P:(202)457-2055 F:(202)457-3073 E:michael.p.gogglin@att.com
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**Ownership and Qualifications**

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

**Alien Ownership**

The Applicant answered "No" to each of the Alien Ownership questions.



ULS License

**Cellular License - KNKQ288 - New Cingular Wireless PCS, LLC**

Call Sign	KNKQ288	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

**Market**

Market	CMA449 - Kentucky 7 - Trimble	Channel Block	B
Submarket	0	Phase	2

**Dates**

Grant	08/30/2011	Expiration	10/01/2021
Effective	06/13/2017	Cancellation	

**Five Year Buildout Date**

01/22/1997

**Control Points**

**1** 2000 W. Ameritech Center Dr., COOK, Hoffman Estates, IL  
P: (847)765-8723

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

New Cingular Wireless PCS, LLC 208 S Akard St., RM 1016 Dallas, TX 75202 ATTN Leslie Wilson	P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com
------------------------------------------------------------------------------------------------------	-------------------------------------------------------

**Contact**

AT&T Mobility LLC Michael P Goggin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin	P:(202)457-2055 F:(202)457-3073 E:michael.p.goggin@att.com
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**Ownership and Qualifications**

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

**Alien Ownership**

The Applicant answered "No" to each of the Alien Ownership questions.

**Basic Qualifications**

The Applicant answered "No" to each of the Basic Qualification questions.

**Demographics**

Race	
Ethnicity	Gender

ULS License

**Cellular License - KNKQ391 - NEW CINGULAR WIRELESS PCS, LLC**

Call Sign	KNKQ391	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

**Market**

Market	CMA449 - Kentucky 7 - Trimble	Channel Block	B
Submarket	0	Phase	2

**Dates**

Grant	10/26/2010	Expiration	10/01/2020
Effective	06/13/2017	Cancellation	

**Five Year Buildout Date**

05/14/1996

**Control Points**

- |          |                                       |
|----------|---------------------------------------|
| <b>1</b> | 2601 Palumbo Drive, Lexington, KY     |
| <b>2</b> | 3503 College Drive, Jeffersontown, KY |

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

NEW CINGULAR WIRELESS PCS, LLC	P:(855)699-7073
208 S Akard St., RM 1016	F:(214)746-6410
Dallas, TX 75202	E:FCCMW@att.com
ATTN Leslie Wilson	

**Contact**

AT&T MOBILITY LLC	P:(202)457-2055
Michael P Goggin	F:(202)457-3073
1120 20th Street, NW - Suite 1000	E:michael.p.goggin@att.com
Washington, DC 20036	
ATTN Michael P. Goggin	

**Ownership and Qualifications**

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

**Alien Ownership**

The Applicant answered "No" to each of the Alien Ownership questions.

**Basic Qualifications**

The Applicant answered "No" to each of the Basic Qualification questions.

**Demographics**

Race	
Ethnicity	Gender

ULS License

**PCS Broadband License - WPOI255 - NEW CINGULAR WIRELESS PCS, LLC**

Call Sign	WPOI255	Radio Service	CW - PCS Broadband
Status	Active	Auth Type	Regular

**Rural Service Provider Bidding Credit**

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

**Reserved Spectrum**

Reserved Spectrum

**Market**

Market	MTA026 - Louisville-Lexington-Evansville	Channel Block	A
Submarket	19	Associated Frequencies (MHz)	001850.00000000-001865.00000000-001930.00000000-001945.00000000

**Dates**

Grant	05/27/2015	Expiration	06/23/2025
Effective	06/14/2017	Cancellation	

**Bulldout Deadlines**

1st	06/23/2000	2nd	06/23/2005
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**Notification Dates**

1st	07/07/2000	2nd	02/17/2005
-----	------------	-----	------------

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

NEW CINGULAR WIRELESS PCS, LLC 208 S Akard St., RM 1016 Dallas, TX 75202 ATTN Leslie Wilson	P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com
------------------------------------------------------------------------------------------------------	-------------------------------------------------------

**Contact**

AT&T MOBILITY LLC Michael P Gogglin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN FCC Group	P:(202)457-2055 F:(202)457-3073 E:michael.p.gogglin@att.com
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**Ownership and Qualifications**

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

ULS License

**AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGA820 - New Cingular Wireless PCS, LLC**

Call Sign	WQGA820	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
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Status	Active	Auth Type	Regular
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**Rural Service Provider Bidding Credit**

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

**Reserved Spectrum**

Reserved Spectrum

**Market**

Market	CMA449 - Kentucky 7 - Trimble	Channel Block	A
Submarket	0	Associated Frequencies (MHz)	001710.00000000-001720.00000000-002110.00000000-002120.00000000

**Dates**

Grant	11/29/2006	Expiration	11/29/2021
Effective	06/14/2017	Cancellation	

**Buildout Deadlines**

1st	2nd
-----	-----

**Notification Dates**

1st	2nd
-----	-----

**Licensee**

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

**Licensee**

New Cingular Wireless PCS, LLC 208 S Akard St., RM 1016 Dallas, TX 75202 ATTN Leslie Wilson	P:(855)699-7073 F:(214)746-6410 E:FCCMW@att.com
------------------------------------------------------------------------------------------------------	-------------------------------------------------------

**Contact**

AT&T Mobility LLC Michael P Goggin 1120 20th Street, NW - Suite 1000 Washington, DC 20036 ATTN Michael P. Goggin	P:(202)457-2055 F:(202)457-3073 E:michael.p.goggin@att.com
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**Ownership and Qualifications**

Radio Service Type	Mobile
Regulatory Status	Common Carrier Interconnected Yes

ULS License

# AWS (1710-1755 MHz and 2110-2155 MHz) License - WQGD755 - New Cingular Wireless PCS, LLC

**PA** This license has pending applications: 0007761932, 0007760446

Call Sign	WQGD755	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

## Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

## Reserved Spectrum

Reserved Spectrum

## Market

Market	BEA047 - Lexington, KY-TN-VA-WV	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	001730.00000000-001735.00000000-002130.00000000-002135.00000000

## Dates

Grant	12/18/2006	Expiration	12/18/2021
Effective	06/14/2017	Cancellation	

## Bulldout Deadlines

1st	2nd
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## Notification Dates

1st	2nd
-----	-----

## Licensee

FRN	0003291192	Type	Limited Liability Company
-----	------------	------	---------------------------

## Licensee

New Cingular Wireless PCS, LLC  
208 S Akard St., RM 1016  
Dallas, TX 75202  
ATTN Leslie Willson

P:(855)699-7073  
F:(214)746-6410  
E:FCCMW@att.com

## Contact

AT&T Mobility LLC  
  
1120 20th Street, NW - Suite 1000  
Washington, DC 20036  
ATTN Michael P. Goggin

P:(202)457-2055  
F:(202)457-3073  
E:michael.p.goggin@att.com

## Ownership and Qualifications

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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



at&t

SITE NAME:  
**ELK LAKE SHORES**

SITE NUMBER:  
**KYL01220**

PROPOSED RAW LAND SITE WITH PROPOSED 255' SELF-SUPPORT TOWER W/ 10' LIGHTNING ARRESTOR AND INSTALLATION OF AN 80" x 80" WALK-IN CABINET ON PLATFORM & DIESEL GENERATOR ON PLATFORM



VICINITY MAP

SCALE: NONE

DRIVE DIRECTIONS

FROM OWEN COUNTY CLERK, 136 BRYAN ST, OWENTON, KY 40359:

HEAD WEST ON BRYAN ST TOWARD MADISON ST	138 FEET
TURN LEFT ONTO MADISON ST	177 FEET
TURN LEFT AT THE 1ST CROSS STREET ONTO W SEMINARY ST	463 FEET
TURN RIGHT ONTO MAIN ST	0.6 MILES
CONTINUE STRAIGHT ONTO KY-227 S/MAIN ST	1.5 MILES
TURN RIGHT TO STAY ON KY-227 S	2.0 MILES
TURN LEFT ONTO KY-330 E	0.8 MILES

ARRIVE AT SITE, ON THE RIGHT

SCOPE OF WORK:

ZONING DRAWINGS FOR:  
CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.

SITE WORK: NEW TOWER, UNMANNED WALK-IN CABINET ON A STEEL PLATFORM, GENERATOR ON A STEEL PLATFORM, AND UTILITY INSTALLATIONS.

PROJECT INFORMATION

COUNTY: OWEN

SITE ADDRESS: KENTUCKY HIGHWAY 330  
OWENTON, KY 40359

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: 38° 30' 03.67"  
LONGITUDE: 84° 46' 30.59"



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.

SHEET INDEX

T-1 TITLE SHEET & PROJECT INFORMATION

SURVEY:

B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-1.4	SITE SURVEY
B-1.5	SITE SURVEY
B-1.6	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
B-2.1	500' RADIUS AND ABUTTERS MAP

CIVIL:

C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION

FIRE DEPARTMENT  
MOUNT VERNON FIRE DEPARTMENT  
PHONE: (812) 383-3447

POLICE DEPARTMENT  
MOUNT VERNON POLICE DEPARTMENT  
PHONE: (812) 838-8705

ELECTRIC COMPANY  
VECTREN  
PHONE: (812) 838-4421

TELEPHONE COMPANY  
AT&T  
PHONE: (800) 288-2020

PREPARED BY:

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

PREPARED FOR:

**MasTec**

PREPARED FOR:

**at&t**

STATE OF KENTUCKY

MARK E. PATTERSON  
16,300  
1/9/2018  
PROFESSIONAL ENGINEER

EN PERMIT: 3594

ZONING  
DRAWINGS

REV	DATE	DESCRIPTION
A	12.8.17	ISSUED FOR REVIEW
0	1.9.18	ISSUED AS FINAL

SITE INFORMATION:

**ELK LAKE SHORES**

KENTUCKY HIGHWAY 330  
OWENTON, KY 40359

OWEN COUNTY

SITE NUMBER:  
KYL01220

POD NUMBER: 17-13011

DRAWN BY: KDP  
CHECKED BY: MEP  
DATE: 12.8.17

SHEET TITLE:

**TITLE SHEET  
& PROJECT  
INFORMATION**

SHEET NUMBER:  
**T-1**

BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE 318
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
- STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
- COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS -TELECOM, ENVIRONMENTAL PROTECTION
- 2014 KBC
- 2014 NEC

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.



1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

THE PROPOSED LEASE AREA, THE PROPOSED 30' ACCESS & UTILITY EASEMENTS AND A PORTION OF THE PARENT PARCEL SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2187C0150C, DATED JUNE 2, 2011. A PORTION OF THE PARENT PARCEL IS IN COMMUNITY-PANEL NUMBER 21187C0225C, DATED JUNE 2, 2011.

NAD 83  
LATITUDE: 38°30'03.67"  
LONGITUDE: 84°46'30.59"  
NAVD 88  
ELEVATION: 933'± AMSL  
NORTHING: 4071595.763  
EASTING: 5200225.140

NORTHING: 4071689.052  
EASTING: 5200180.097  
ELEVATION: 928.28'  
LOCATION: A SET 1/2" REBAR  
W/RED CAP STAMPED "POD TRV"  
S56°21'E 42± FROM THE  
NORTHERN MOST CORNER OF THE  
PROPOSED LEASE AREA.



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

 Mastec

REV.	DATE	DESCRIPTION
A	3.25.17	PRELIM ISSUE WITH TIT
0	4.7.17	ISSUED AS FINAL

**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

075-00-00-014.00

LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220

DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 3.25.17

## SITE SURVEY

B-1

PARCEL ID: 075-00-00-014.03  
RODNEY & DEBORAH PARKER  
DEED BOOK 169, PAGE 416

PARCEL ID: 075-00-00-014.00  
HOWARD WIGGS  
DEED BOOK 165, PAGE 342

PARCEL ID: 075-00-00-014.00  
HOWARD & NANCY WIGGS  
TRACT 1 OF  
DEED BOOK 179, PAGE 116

PARCEL ID: 075-00-00-014.02  
PATSY JEAN LYNN &  
JACKIE RUSSELL LYNN  
DEED BOOK 137, PAGE 333

PARCEL ID: 075-00-00-014.00  
HOWARD & NANCY WIGGS  
TRACT 2 OF  
DEED BOOK 179, PAGE 116

PARCEL ID: 075-00-00-014.00  
HOWARD & NANCY WIGGS  
TRACT 3 OF  
DEED BOOK 179, PAGE 116

PARCEL ID: 075-00-00-015.00  
HOWARD A. TOMS, SR. &  
JEANNETTE R. TOMS  
DEED BOOK 209, PAGE 543






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

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

MARK PATTERSON, PLS #3136

1/9/2018

DATE \_\_\_\_\_

	UTILITY POLE
	GUY ANCHOR
	WATER VALVE
	WATER METER
	WATER MANHOLE

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

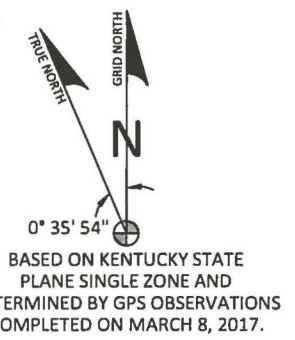
**PROPOSED 15' UTILITY  
EASEMENT  
(2,445.788 S.F.)  
DETAIL SHEET B-1.1**

**Kentucky**  
**811**

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



1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03' TO 0.07' HORIZONTALLY.
3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



PREPARED BY:

 **POD**  
POWER OF DESIGN

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

PREPARED FOR:

**MasTec**

PREPARED FOR:

 **at&t**

## SITE SURVEY

REV.	DATE	DESCRIPTION
A	3.25.17	PRELIM ISSUE WITH TITLE
0	4.7.17	ISSUED AS FINAL

**SITE INFORMATION:**  
**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

**TAX PARCEL NUMBER:**  
075-00-00-014.00

**PROPERTY OWNER:**  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

**SOURCE OF TITLE:**  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYLO1220

POD NUMBER:	17-13013
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.8.17
PLAT DATE:	3.25.17

SHEET TITLE:

## SITE SURVEY

SHEET NUMBER

**B-1.1**

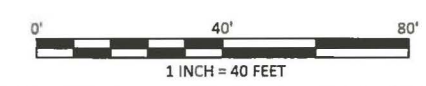


**Know what's below.  
Call before you dig.**

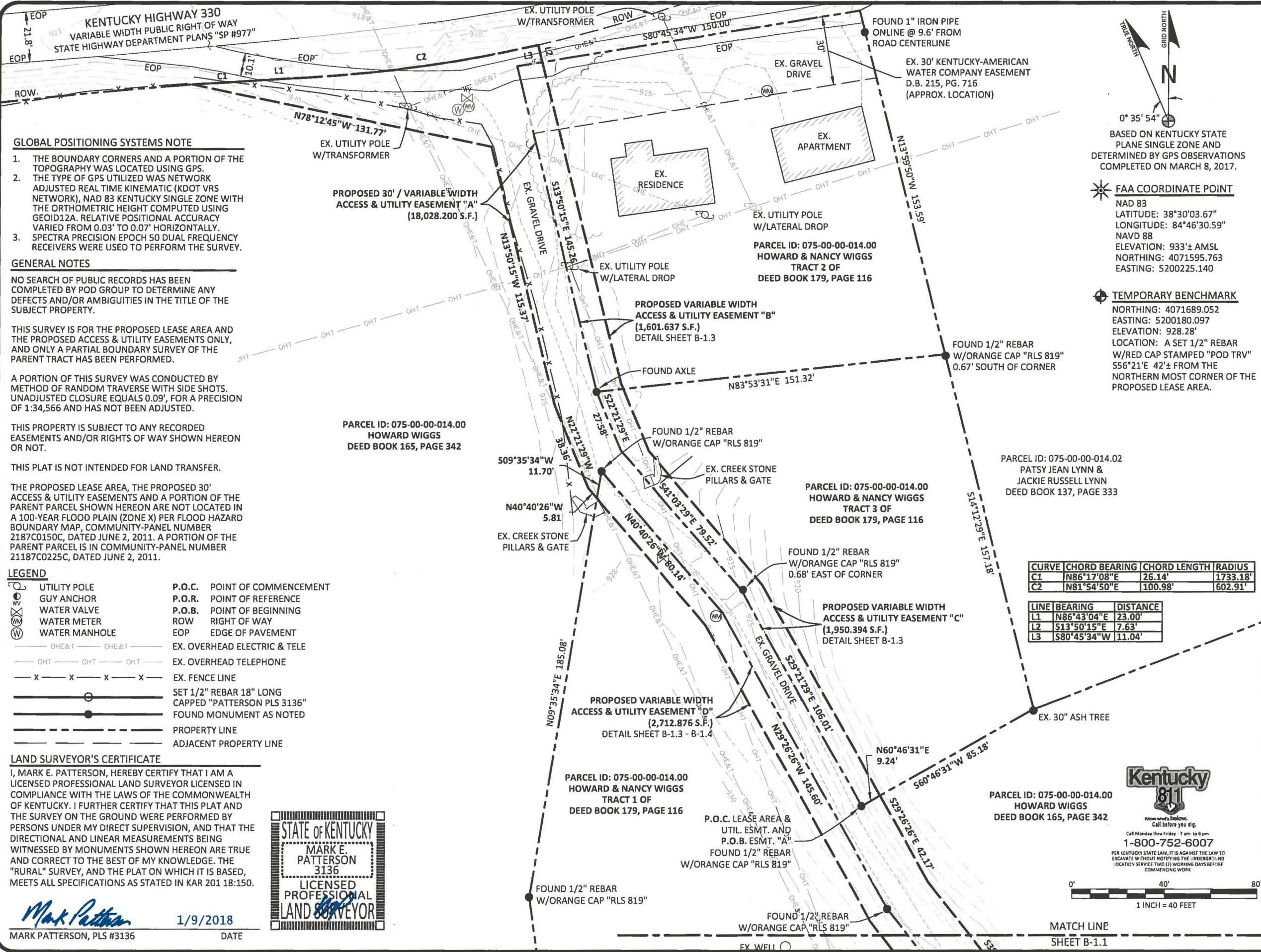
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**1-800-752-6007**

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GLOBAL POSITIONING SYSTEMS NOTE

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A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:34,566 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 PROPOSED LEASE AREA, THE PROPOSED 30' ACCESS & UTILITY EASEMENTS AND A PORTION OF THE PARENT PARCEL SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2187C0150C, DATED JUNE 2, 2011. A PORTION OF THE PARENT PARCEL IS IN COMMUNITY-PANEL NUMBER 21187C0225C, DATED JUNE 2, 2011.

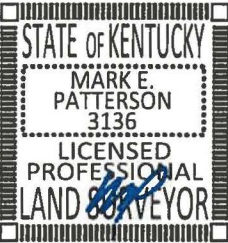
LEGEND

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

LAND SURVEYOR'S CERTIFICATE

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Mark Patterson  
MARK PATTERSON, PLS #3136  
1/9/2018  
DATE



PREPARED BY:  
**POD**  
POWER OF DESIGN  
11490 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40299  
502.437.5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

0° 35' 54" N  
TRUE NORTH  
GRID NORTH

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 8, 2017.

FAA COORDINATE POINT  
NAD 83  
LATITUDE: 38°30'03.67"  
LONGITUDE: 84°46'30.59"  
NAVD 88  
ELEVATION: 933'± AMSL  
NORTHING: 4071595.763  
EASTING: 5200225.140

TEMPORARY BENCHMARK  
NORTHING: 4071689.052  
EASTING: 5200180.097  
ELEVATION: 928.28'  
LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" S56°21'E 42'± FROM THE NORTHERN MOST CORNER OF THE PROPOSED LEASE AREA.

SITE SURVEY

REV.	DATE	DESCRIPTION
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SITE INFORMATION:

**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

TAX PARCEL NUMBER:  
075-00-00-014.00

PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220

POD NUMBER: 17-13013  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 3.25.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:  
**B-1.2**

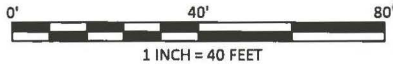
CURVE	CHORD BEARING	CHORD LENGTH	RADIUS
C1	N86°17'08"E	26.14'	1733.18'
C2	N81°54'50"E	100.98'	602.91'

LINE	BEARING	DISTANCE
L1	N86°43'04"E	23.00'
L2	S13°50'15"E	7.63'
L3	S80°45'34"W	11.04'



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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.



MATCH LINE  
SHEET B-1.1



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LEGEND

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

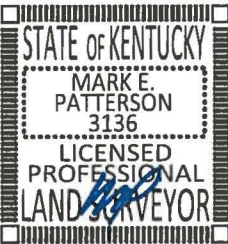
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MARK PATTERSON, PLS #3136

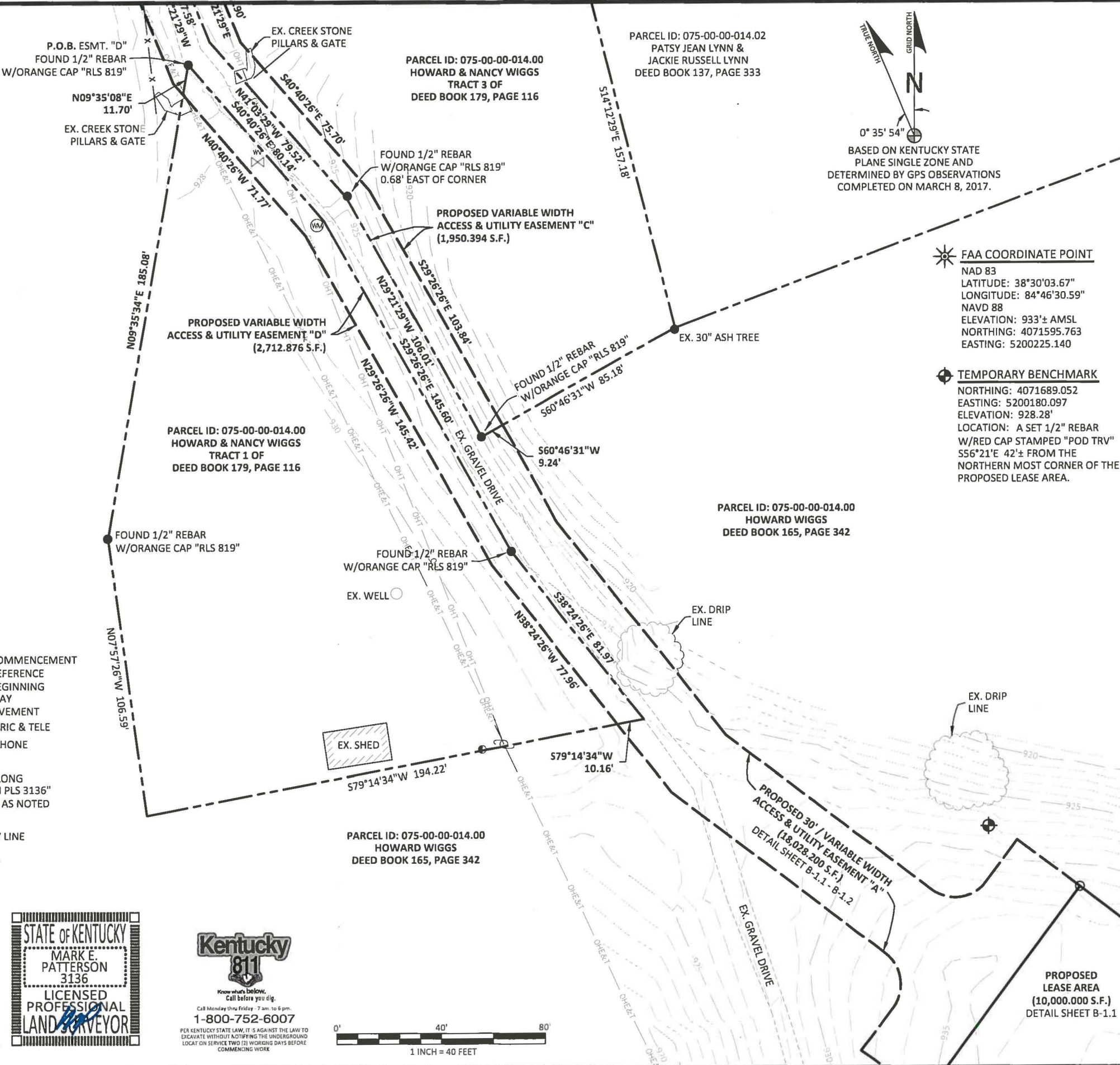
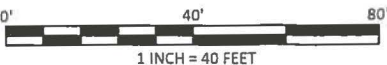
1/9/2018

DATE



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

FAA COORDINATE POINT  
NAD 83  
LATITUDE: 38°30'03.67"  
LONGITUDE: 84°46'30.59"  
NAVD 88  
ELEVATION: 933'± AMSL  
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TEMPORARY BENCHMARK  
NORTHING: 4071689.052  
EASTING: 5200180.097  
ELEVATION: 928.28'  
LOCATION: A SET 1/2" REBAR  
W/RED CAP STAMPED "POD TRV"  
S56°21'E 42'± FROM THE  
NORTHERN MOST CORNER OF THE  
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SITE SURVEY

REV.	DATE	DESCRIPTION
A	3.25.17	PRELIM ISSUE WITH TITLE
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SITE INFORMATION:

**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY  
TAX PARCEL NUMBER:  
075-00-00-014.00  
PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220

POD NUMBER: 17-13013  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 3.25.17

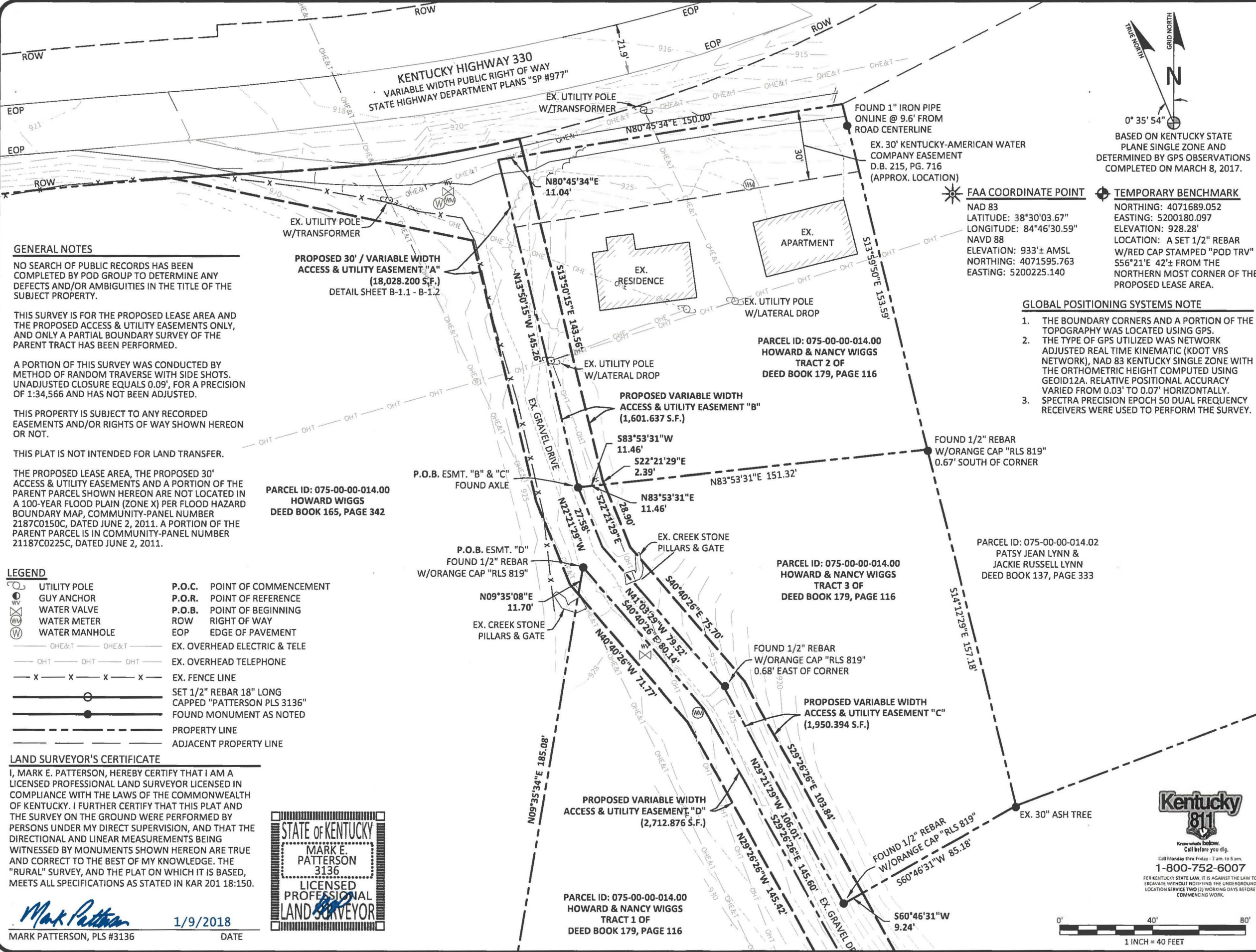
SHEET TITLE:

**SITE SURVEY**

SHEET NUMBER:

**B-1.3**





GENERAL NOTES

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LEGEND

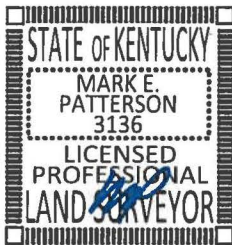
- UTILITY POLE
- GUY ANCHOR
- WATER VALVE
- WATER METER
- WATER MANHOLE
- OHE&T
- OHT
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
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Mark Patterson  
MARK PATTERSON, PLS #3136

1/9/2018  
DATE



SITE SURVEY

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OWEN COUNTY  
  
TAX PARCEL NUMBER:  
075-00-00-014.00  
  
PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
  
SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
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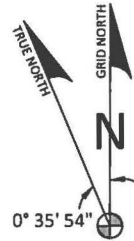
POD NUMBER: 17-13013  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 3.25.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

B-1.4



0° 35' 54" N  
BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 8, 2017.

FAA COORDINATE POINT  
NAD 83  
LATITUDE: 38°30'03.67"  
LONGITUDE: 84°46'30.59"  
NAVD 88  
ELEVATION: 933'± AMSL  
NORTHING: 4071595.763  
EASTING: 5200225.140

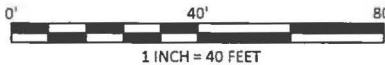
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ELEVATION: 928.28'  
LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" 556°21'E 42'± FROM THE NORTHERN MOST CORNER OF THE PROPOSED LEASE AREA.

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LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342, PARCEL ID: 075-00-00-014.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 8, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819" IN THE EAST BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342 AND BEING THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, FOR REFERENCE, SAID COMMENCEMENT POINT IS S60°46'31"W 85.18' FROM AN EXISTING 30" ASH TREE IN THE SOUTHEAST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3 AND BEING THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO PATSY JEAN LYNN AND JACKIE RUSSELL LYNN AS RECORDED IN DEED BOOK 137, PAGE 333; THENCE ALONG THE COMMON BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342 AND THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, N60°46'31"E 9.24'; THENCE LEAVING THE COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 165, PAGE 342, S29°26'26"E 42.17'; THENCE S38°24'26"E 104.75'; THENCE S53°09'39"E 98.67'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N81°50'21"E 21.21'; THENCE N36°50'21"E 20.00'; THENCE S53°09'39"E 30.00' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE NORTHERN MOST CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE S53°09'39"E 100.00' TO A SET IPC; THENCE S36°50'21"W 100.00' TO A SET IPC; THENCE N53°09'39"W 100.00' TO A SET IPC; THENCE N36°50'21"E 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 8, 2017.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT "A"

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT "A" TO BE GRANTED FROM THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342, PARCEL ID: 075-00-00-014.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 8, 2017.

BEGINNING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819"

IN THE EAST BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342 AND BEING THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, FOR REFERENCE, SAID COMMENCEMENT POINT IS S60°46'31"W 85.18' FROM AN EXISTING 30" ASH TREE IN THE SOUTHEAST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3 AND BEING THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO PATSY JEAN LYNN AND JACKIE RUSSELL LYNN AS RECORDED IN DEED BOOK 137, PAGE 333; THENCE ALONG THE COMMON BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342 AND THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, N60°46'31"E 9.24'; THENCE LEAVING THE COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 165, PAGE 342, S29°26'26"E 42.17'; THENCE S38°24'26"E 104.75'; THENCE S53°09'39"E 98.67'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N81°50'21"E 21.21'; THENCE N36°50'21"E 20.00'; THENCE S53°09'39"E 30.00' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE NORTHERN MOST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH SAID LEASE AREA S36°50'21"W 100.00' TO A SET IPC; THENCE LEAVING SAID LEASE AREA N53°09'39"W 30.00'; THENCE N36°50'21"E 20.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N08°09'39"W 21.21'; THENCE N53°09'39"W 102.55'; THENCE N38°24'26"W 33.02' TO THE COMMON BOUNDARY LINE OF SAID WIGGS, DEED BOOK 165, PAGE 342 AND WIGGS, DEED BOOK 179, PAGE 116, TRACT 1; THENCE WITH SAID COMMON BOUNDARY LINE (FOR THE NEXT FIVE CALLS), N79°14'34"E 10.16'; THENCE N38°24'26"W 81.97' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819"; THENCE N29°26'26"W 145.60'; THENCE N40°40'26"W 80.14' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819"; THENCE S09°35'34"W 11.70'; THENCE LEAVING SAID COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 165, PAGE 342, N40°40'26"W 5.81'; THENCE N22°21'29"W 38.36'; THENCE N13°50'15"W 115.37'; THENCE N78°12'45"W 131.77' TO THE SOUTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 330 PER STATE HIGHWAY DEPARTMENT PLANS "SP #977; THENCE WITH SAID RIGHT OF WAY LINE, WITH THE CHORD OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1733.18', N86°17'08"E 26.14'; THENCE N86°43'04"E 23.00'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 602.91', N81°54'50"E 100.98'; THENCE LEAVING THE SOUTH RIGHT OF WAY LINE AFOREMENTIONED, S13°50'15"E 7.63' TO THE COMMON BOUNDARY LINE OF WIGGS, DEED BOOK 165, PAGE 342 AND WIGGS, DEED BOOK 179, PAGE 116, TRACT 2; THENCE WITH SAID COMMON BOUNDARY LINE, S80°45'34"W 11.04'; THENCE S13°50'15"E 145.26' TO A FOUND AXLE IN THE BOUNDARY LINE OF WIGGS, DEED BOOK 165, PAGE 342 AND BEING THE SOUTHWEST BOUNDARY CORNER OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 2 AND THE NORTHWEST BOUNDARY CORNER OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 3; THENCE WITH WIGGS, DEED BOOK 165, PAGE 342 AND WIGGS, DEED BOOK 179, PAGE 116, TRACT 3, S22°21'29"E 27.58'; THENCE S41°03'29"E 79.52; THENCE S29°21'29"E 106.01' TO THE POINT OF BEGINNING CONTAINING 18,028.200 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 8, 2017.

PROPOSED 15' UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 15' UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342, PARCEL ID: 075-00-00-014.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 8, 2017.

COMMENCING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819" IN THE EAST BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342 AND BEING THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, FOR REFERENCE, SAID COMMENCEMENT POINT IS S60°46'31"W 85.18' FROM AN EXISTING 30" ASH TREE IN THE SOUTHEAST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3 AND BEING THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO PATSY JEAN LYNN AND JACKIE RUSSELL LYNN AS RECORDED IN DEED BOOK 137, PAGE 333; THENCE ALONG THE COMMON BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342 AND THE PROPERTY CONVEYED TO HOWARD AND NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, N60°46'31"E 9.24'; THENCE LEAVING THE COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 165, PAGE 342, S29°26'26"E 42.17'; THENCE S38°24'26"E 104.75'; THENCE S53°09'39"E 98.67'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00', N81°50'21"E 21.21'; THENCE N36°50'21"E 20.00'; THENCE S53°09'39"E 30.00' TO A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE NORTHERN MOST CORNER OF THE PROPOSED LEASE AREA; THENCE WITH SAID LEASE AREA S53°09'39"E 100.00' TO A SET IPC; THENCE S36°50'21"W 100.00' TO A SET IPC AND BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LEASE AREA S31°44'06"W 162.38'; THENCE N58°15'54"W 15.00'; THENCE N31°44'06"E 163.72' TO THE SOUTHWESTERN LINE OF SAID LEASE AREA; THENCE WITH SAID LEASE AREA S53°09'39"E 15.06' TO THE POINT OF BEGINNING CONTAINING 2,445.788 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 8, 2017.

PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B"

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B" TO BE GRANTED FROM THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 2, PARCEL ID: 075-00-00-014.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 8, 2017.

BEGINNING AT A FOUND AXLE IN THE SOUTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 2 AND BEING THE NORTHWEST BOUNDARY CORNER THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, AND BEING IN THE EAST BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342; THENCE WITH WIGGS, DEED BOOK 165, PAGE 342 AND WIGGS, DEED BOOK 179, PAGE 116, TRACT 2, N13°50'15"W 145.26'; THENCE N80°45'34"E 11.04'; THENCE LEAVING SAID COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 2, S13°50'15"E 143.56' TO THE COMMON BOUNDARY LINE OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 2 AND TRACT 3; THENCE ALONG SAID COMMON BOUNDARY LINE OF TRACT 2 AND TRACT 3 AFOREMENTIONED, S83°53'31"W 11.46' TO THE POINT OF BEGINNING CONTAINING 1,601.637 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 8, 2017.

PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "C"

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "C" TO BE GRANTED FROM THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3, PARCEL ID: 075-00-00-014.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 8, 2017.

BEGINNING AT A FOUND AXLE IN THE NORTHWEST BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 3 AND BEING THE SOUTHWEST BOUNDARY CORNER THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 2, AND BEING IN THE EAST BOUNDARY LINE OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED IN DEED BOOK 165, PAGE 342; THENCE ALONG THE COMMON BOUNDARY LINE OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 3 AND TRACT 2, N83°53'31"E 11.46'; THENCE LEAVING SAID COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 3, S22°21'29"E 28.90'; THENCE S40°40'26"E 75.70'; THENCE S29°26'26"E 103.84' TO THE COMMON BOUNDARY LINE OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 3 AND WIGGS, DEED BOOK 165, PAGE 342; THENCE WITH SAID COMMON BOUNDARY LINE, S60°46'31"W 9.24' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819"; THENCE N29°21'29"W 106.01'; THENCE N41°03'29"W 79.52'; THENCE N22°21'29"W 27.58' TO THE POINT OF BEGINNING CONTAINING 1,950.394 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 8, 2017.

PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "D"

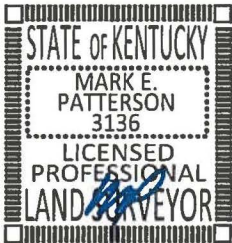
THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "D" TO BE GRANTED FROM THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 1, PARCEL ID: 075-00-00-014.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 8, 2017.

BEGINNING AT A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819" IN THE NORTH BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD & NANCY WIGGS AS RECORDED IN DEED BOOK 179, PAGE 116, TRACT 1 AND A COMMON BOUNDARY CORNER OF THE PROPERTY CONVEYED TO HOWARD WIGGS AS RECORDED DEED BOOK 165, PAGE 342; THENCE WITH THE COMMON BOUNDARY LINE OF WIGGS WIGGS, DEED BOOK 179, PAGE 116, TRACT 1 AND WIGGS, DEED BOOK 165, PAGE 342, S40°40'26"E 80.14'; THENCE S29°26'26"E 145.60' TO A FOUND 1/2" REBAR WITH A ORANGE CAP STAMPED "RLS 819"; THENCE S38°24'26"E 81.97'; THENCE S79°14'34"W 10.16'; THENCE LEAVING SAID COMMON BOUNDARY LINE AND TRAVERSING THE LAND OF WIGGS, DEED BOOK 179, PAGE 116, TRACT 1, N38°24'26"W 77.96'; THENCE N29°26'26"W 145.42'; THENCE N40°40'26"W 71.77' TO THE COMMON BOUNDARY LINE OF WIGGS, DEED BOOK 165, PAGE 342 AND WIGGS, DEED BOOK 179, PAGE 116, TRACT 1; THENCE WITH SAID COMMON BOUNDARY LINE, N09°35'08"E 11.70' TO THE POINT OF BEGINNING CONTAINING 2,712.876 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED MARCH 8, 2017.

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.



1/9/2018  
MARK PATTERSON, PLS #3136 DATE



SITE SURVEY

REV.	DATE	DESCRIPTION
A	3.25.17	PRELIM ISSUE WITH TITLE
0	4.7.17	ISSUED AS FINAL

SITE INFORMATION:

ELK LAKE SHORES

KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

TAX PARCEL NUMBER:  
075-00-00-014.00

PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:

KYL01220

POD NUMBER: 17-13013

DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 3.25.17

SHEET TITLE:

SITE SURVEY

SHEET NUMBER:

B-1.5



PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 165, PAGE 342 (NOT FIELD SURVEYED)

A TRACT OF LAND ON THE SOUTH SIDE OF KENTUCKY HIGHWAY NO. 330 IN OWEN COUNTY, KENTUCKY, DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SAID KENTUCKY HIGHWAY NO. 330; ON THE EAST BY THE REMAINING PROPERTY OF HOWARD WIGGS; ON THE SOUTH BY THE PROPERTY OF CHESTER NORWICKE AND ON THE WEST BY THE PROPERTY OF BOBBY SOUDER AND RAY BENNETT CONTAINING NINETY-ONE (91) ACRES, MORE OR LESS.

PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 179, PAGE 116 (NOT FIELD SURVEYED)

THREE TRACTS OF LAND LOCATED IN OWEN COUNTY, KENTUCKY, AND DESCRIBED AS FOLLOWS:

**TRACT ONE:** A PARCEL OF REAL ESTATE SITUATED ON THE WEST SIDE OF A FARM LANE, ABOUT TWO HUNDRED FEET SOUTH OF HIGHWAY 330 AND OLD ELK RIDGE PIKE ABOUT EIGHT-TENTHS OF A MILE EAST OF ITS INTERSECTION WITH HIGHWAY 227, OWEN COUNTY, KENTUCKY, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF OLD ELK RIDGE PIKE, THE NORTHEAST CORNER OF ROY BENNETT LOT, OF RECORD IN DEED BOOK 108, PAGE 280, AND THE NORTHWEST CORNER OF JACKIE LYNN LOT, OF RECORD IN DEED BOOK 137, PAGE 333, THENCE WITH THE CENTER OF OLD ELK RIDGE PIKE S 82 26 W 166.20 FEET TO A IRON PIN ON THE WEST EDGE OF AFORESAID FARM LANE, SIX FEET WEST OF CENTER OF AND THIRTY SIX FEET SOUTH OF HIGHWAY 330 CENTER, THENCE LEAVING OLD ELK RIDGE PIKE WITH THE WEST SIDE OF FARM LANE SIX FEET WEST OF CENTER S 9 11 E 67.45 FEET TO A IRON PIN, S 19 02 E 113.81 FEET TO A IRON PIN AND THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF REAL ESTATE; THENCE CONTINUE WITH THE WEST SIDE OF FARM LANE SIX FEET WEST OF CENTER S 39 00 E 80.14 FEET TO A IRON PIN, S 27 46 E 145.60 FEET TO A IRON PIN, S 36 44 E 81.97 FEET TO A IRON PIN, THENCE LEAVING FARM ROAD S 80 55 W 194.22 FEET TO A IRON PIN, THENCE N 6 17 W 106.59 FEET TO A IRON PIN, THENCE N 11 16 E 185.08 FEET TO THE PLACE OF BEGINNING, CONTAINING .70 ACRE OF LAND, MORE OR LESS, ALSO A INGRESS AND EGRESS EASEMENT OVER THE FARM LANE AFOREMENTIONED ALONG THE EAST SIDE OF THIS PROPERTY AND TO OLD ELK RIDGE PIKE. ALL RECORDS MENTIONED ARE RECORDED IN THE OWEN COUNTY CLERK'S OFFICE. ALL IRON PINS MENTIONED ARE ONE-HALF INCH DIAMETER BY TWENTY-FOUR INCH LONG REBARS WITH A ONE INCH DIAMETER PLASTIC CAP MARKED RLS 819.

**TRACT TWO:** A SMALL LOT OF GROUND APPROXIMATELY 150 FE T SQUARE LOCATED ON THE SOUTH SIDE OF THE OWENTON-LUSBY MILL ROAD, KENTUCKY NO. 330, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON STAKE IN THE CENTER OF THE OLD ELK RIDGE PIKE, THENCE SOUTH 150 FEET WITH THE LINE OF THE EXISTING LANE WHICH RUNS FROM HIGHWAY NO. 330 SOUTH TO THE RESIDENCE OF VALLEANOR DILLENDER, TO AN IRON STAKE, THENCE EAST 150 FEET WITH LINE OF VALLEANOR DILLENDER, TO AN IRON STAKE, THENCE CAST 150 FEET WITH LINE OF VALLEANOR DILLENDER TO AN IRON STAKE, THENCE NORTH 150 FEET WITH THE LINE OF VALLEANOR DILLENDER TO AN IRON STAKE IN CENTER OF OLD ELK RIDGE PIKE, THENCE WEST 150 FEET FOLLOWING CENTER OF OLD ELK RIDGE PIKE TO THE BEGINNING.

**TRACT THREE:** A PARCEL OF REAL ESTATE SITUATED ABOUT TWO HUNDRED FEET SOUTH OF HIGHWAY 330, ABOUT EIGHT-TENTHS OF A MILE EAST OF ITS INTERSECTION WITH HIGHWAY 227, OWEN COUNTY, KENTUCKY, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A IRON PIN, THE SOUTHEAST CORNER OF ROY BENNETT LOT, OF RECORD IN DEED BOOK 108, PAGE 280, AND IN THE WEST LINE OF JACKIE LYNN, OF RECORD IN DEED BOOK 137, PAGE 333, THENCE WITH BENNETT SOUTH LINE S 85 36 W 151.32 FEET TO A IRON CAR AXLE (FOUND) ON THE EAST SIDE OF A PRIVATE DRIVE, THENCE A NEW DIVISION LINE THROUGH THE LAND OF GRANTOR ALONG THE EAST SIDE OF SAID PRIVATE DRIVE S 20 39 E 27.58 FEET TO A IRON PIN, S 39 21 E 79.52 FEET TO A IRON PIN, S 27 39 E 106.01 FEET TO A IRON PIN, THENCE LEAVING THE EAST SIDE OF SAID PRIVATE DRIVE AND CONTINUE WITH A NEW DIVISION LINE N 62 29 E 85.18 FEET TO A FIFTEEN INCH ASH, CORNER TO AFORESAID JACKIE LYNN, THENCE WITH LYNN WEST LINE N 12 JO W 157.18 FEET TO THE PLACE OF BEGINNING CONTAINING 0.46 ACRES OF LAND MORE OR LESS. ALL RECORDS MENTIONED ARE RECORDED IN THE OWEN COUNTY CLERK'S OFFICE. ALL IRON PINS MENTIONED ARE ONE-HALF INCH DIAMETER BY TWENTY-FOUR INCH LONG REBARS WITH A ONE INCH DIAMETER PLASTIC CAP MARKED RLS 819.

REPORT OF TITLE (PARCEL 075-00-00-014.00)

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, FILE NO. 55453-KY1609-5034, REFERENCE NO. FA13800821, ISSUE DATE OF OCTOBER 7, 2016. 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 :075-00-00-014.00\_D2 - PERIOD :2016 - PAYMENT STATUS: OPEN - TAX AMOUNT : \$1,306.00  
TAX ID :075-00-00-014.00 - PERIOD :2016 - PAYMENT STATUS: OPEN - TAX AMOUNT : \$2,021.33  
(POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE. NONE WITHIN PERIOD SEARCHED

3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN.  
(POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)

4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)  
(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

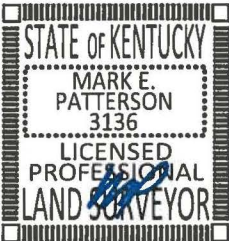
(EASEMENTS AND RIGHTS OF WAY)

7. EASEMENT AGREEMENT BY HOWARD & NANCY WIGGS, HUSBAND AND WIFE TO KENTUCKY-AMERICAN WATER COMPANY, A KENTUCKY CORPORATION, DATED 9/13/2005 RECORDED 10/4/2005 IN BOOK 215 PAGE 716.  
(EASEMENT AS RECORDED IN DEED BOOK 215, PAGE 716 AFFECTS TRACT 2 OF DEED BOOK 179, PAGE 116 AND THE PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B", BUT DOES NOT AFFECT THE PROPOSED LEASE AREA OR THE OTHER PROPOSED ACCESS & UTILITY EASEMENTS OR THE OTHER PORTIONS OF THE PARENT PARCEL AND AS SHOWN HEREON.)

LAND SURVEYOR'S CERTIFICATE

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

*Mark Patterson* 1/9/2018  
MARK PATTERSON, PLS #3136 DATE



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

PREPARED FOR:  


PREPARED FOR:  


SITE SURVEY

REV.	DATE	DESCRIPTION
A	3.25.17	PRELIM ISSUE WITH TITLE
0	4.7.17	ISSUED AS FINAL

SITE INFORMATION:

**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

TAX PARCEL NUMBER:  
075-00-00-014.00

PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220

POD NUMBER:	17-13013
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.8.17
PLAT DATE:	3.25.17

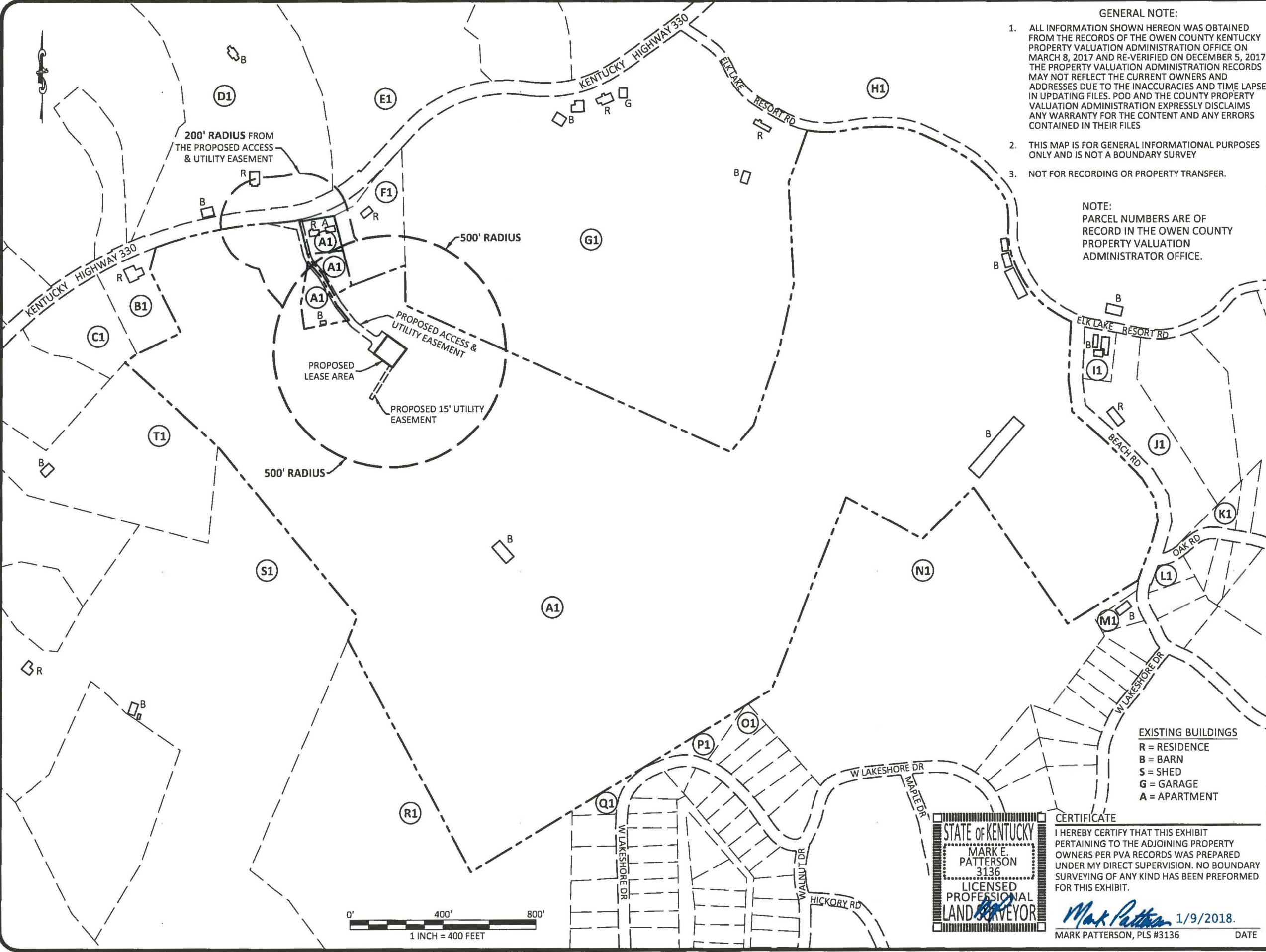
SHEET TITLE:

**SITE SURVEY**

SHEET NUMBER:

**B-1.6**





- GENERAL NOTE:
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE OWEN COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 8, 2017 AND RE-VERIFIED ON DECEMBER 5, 2017. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
  2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
  3. NOT FOR RECORDING OR PROPERTY TRANSFER.

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

PREPARED BY:

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

PREPARED FOR:

**MasTec**

PREPARED FOR:

**at&t**

EXHIBIT		
REV.	DATE	DESCRIPTION
A	12.5.17	ISSUED FOR REVIEW
0	1.9.17	ISSUED AS FINAL

SITE INFORMATION:

**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

TAX PARCEL NUMBER:  
075-00-00-014.00

PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220

POD NUMBER: 17-13012

DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 12.5.17

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

SHEET NUMBER:  
**B-2**

EXISTING BUILDINGS  
R = RESIDENCE  
B = BARN  
S = SHED  
G = GARAGE  
A = APARTMENT

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.

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

*Mark Patterson* 1/9/2018.  
MARK PATTERSON, PLS #3136 DATE



- A1

PARCEL ID: 075-00-00-014.00  
WIGGS HOWARD & NANCY  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
  
PARCEL ID: 075-00-00-014.00 D2  
WIGGS HOWARD  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
(APARTMENT)
- B1

PARCEL ID: 075-00-00-014.03  
PARKER RODNEY & DEBORAH  
665 HWY 330  
OWENTON, KY 40359
- C1

PARCEL ID: 075-00-00-014.05  
ELKINS SEAN LEWIS & CHARLOTTE  
P O BOX 403  
OWENTON, KY 40359
- D1

PARCEL ID: 075-00-00-013.00  
SIGRETTO LLC  
attn: CURTIS SIGRETTO  
150 HWY 330  
OWENTON, KY 40359
- E1

PARCEL ID: 075-00-00-013.01  
TURKEY RIDGE FARM LLC  
463 EAST MAIN ST  
LEXINGTON, KY 40507

- F1

PARCEL ID: 075-00-00-014.02  
LYNN JACKIE & PATSY  
855 HWY 330  
OWENTON, KY 40359  
  
PARCEL ID: 075-00-00-015.00  
TOMS HOWARD A SR & JEANNETTE R  
1085 HWY 330  
OWENTON, KY 40359
- H1

PARCEL ID: 084-00-00-011.00  
LUTZ TRAVIS  
441 WEST SECOND ST, 410  
LEXINGTON, KY 40507
- I1

PARCEL ID: 075-00-00-025.01  
WALLS DAN CHARLES  
AND JARED WALLS  
5240 VENETIAN WAY  
MORROW, OH 45152
- J1

PARCEL ID: 075-00-00-025.04  
ALDRIDGE RONALD & PATRICIA  
515 ELK LAKE RESORT RD  
OWENTON, KY 40359
- K1

PARCEL ID: 075-80-02-078.00  
BROWN GEORGE W & VICTORIA  
% VICKY RUNYAN  
822 THORNTON  
DAYTON, KY 41074

- L1

PARCEL ID: 075-80-00-045.00  
CUNNINGHAM DIANE &  
MICHELLE P O'DONNELL  
5896 PRICE RD  
MILFORD, OH 45150  
  
PARCEL ID: 075-80-02-049.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359
- M1

PARCEL ID: 075-80-04-001.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359
- N1

PARCEL ID: 075-80-04-091.00  
ENGLAND STEVE & PAMELA  
105 ROBERT RD  
NICHOLASVILLE, KY 40356
- O1

PARCEL ID: 075-80-04-092.00  
ELK LAKE PROPERTY OWNERS ASSOC AND  
OSCAR RAY & WILLIA MAE LEA  
445 ELK LAKE RESORT RD  
OWENTON, KY 40359
- P1

PARCEL ID: 075-80-04-092.00 D2  
KENTUCKY AMERICAN WATER  
2300 RICHMOND RD  
LEXINGTON, KY 40502  
(EASEMENT ON LOT 492)

- Q1

PARCEL ID: 075-80-04-093.00  
NOWICKE MARIE JUNE  
#1012  
8506 ATRIUM DR  
LOUISVILLE, KY 40220  
  
PARCEL ID: 075-00-00-023.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359
- R1

PARCEL ID: 075-00-00-014.04  
HOOP GARY E & PATRICIA D  
585 RIDGEVIEW LN  
OWENTON, KY 40359
- S1

PARCEL ID: 075-00-00-014.07  
ELKINS SEAN LEWIS &  
CHARLOTTE FIELDS ELKINS  
550 HWY 330  
OWENTON, KY 40359
- T1

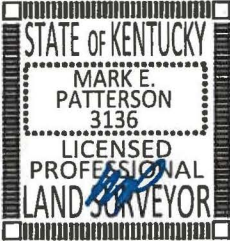
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FOR THIS EXHIBIT.  
  
*Mark Patterson* 1/9/2018  
MARK PATTERSON, PLS #3136      DATE

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

PREPARED FOR:

PREPARED FOR:

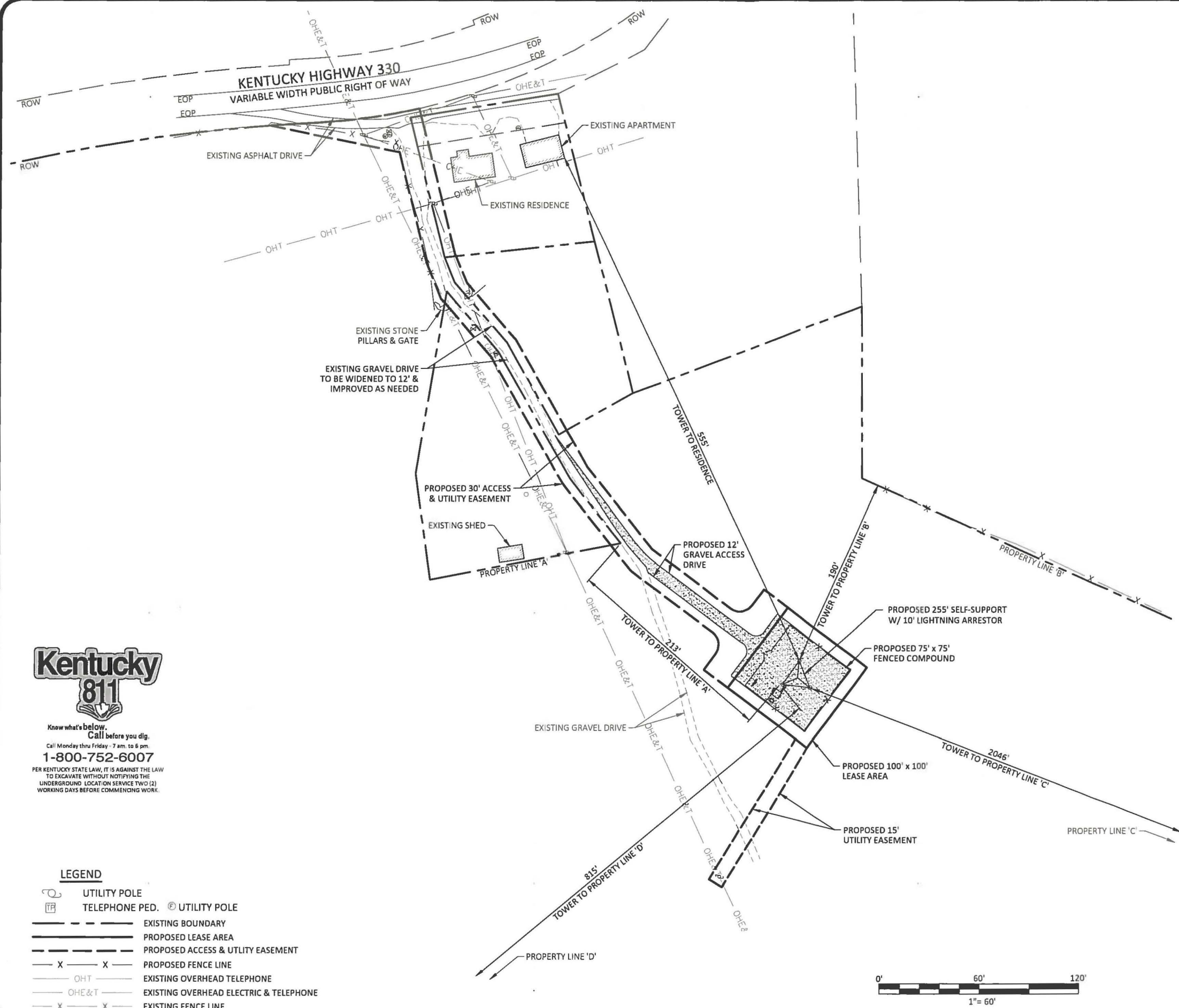
EXHIBIT		
REV.	DATE	DESCRIPTION
A	12.5.17	ISSUED FOR REVIEW
0	1.9.17	ISSUED AS FINAL

SITE INFORMATION:  
**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY  
  
TAX PARCEL NUMBER:  
075-00-00-014.00  
  
PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
  
SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220  
  
POD NUMBER: 17-13012  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 12.5.17

SHEET TITLE:  
**500' RADIUS AND  
ABUTTERS MAP**  
  
SHEET NUMBER:  
**B-2.1**



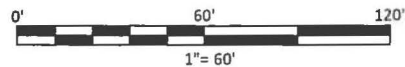


Know what's below.  
Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**

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
- TELEPHONE PED. UTILITY POLE
- EXISTING BOUNDARY
- PROPOSED LEASE AREA
- PROPOSED ACCESS & UTILITY EASEMENT
- PROPOSED FENCE LINE
- EXISTING OVERHEAD TELEPHONE
- EXISTING OVERHEAD ELECTRIC & TELEPHONE
- EXISTING FENCE LINE



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
 **at&t**

STATE OF KENTUCKY  
MARK E. PATTERSON  
16,300  
PROFESSIONAL ENGINEER  
1/9/2018  
EN PERMIT: 3594

**ZONING  
DRAWINGS**

REV	DATE	DESCRIPTION
A	12.8.17	ISSUED FOR REVIEW
0	1.9.18	ISSUED AS FINAL

SITE INFORMATION:  
**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY  
SITE NUMBER:  
KYL01220

POD NUMBER: 17-13011  
DRAWN BY: KDP  
CHECKED BY: MEP  
DATE: 12.8.17

SHEET TITLE:  
**OVERALL  
SITE LAYOUT**

SHEET NUMBER:  
**C-1**







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

PREPARED FOR:  
**MasTec**

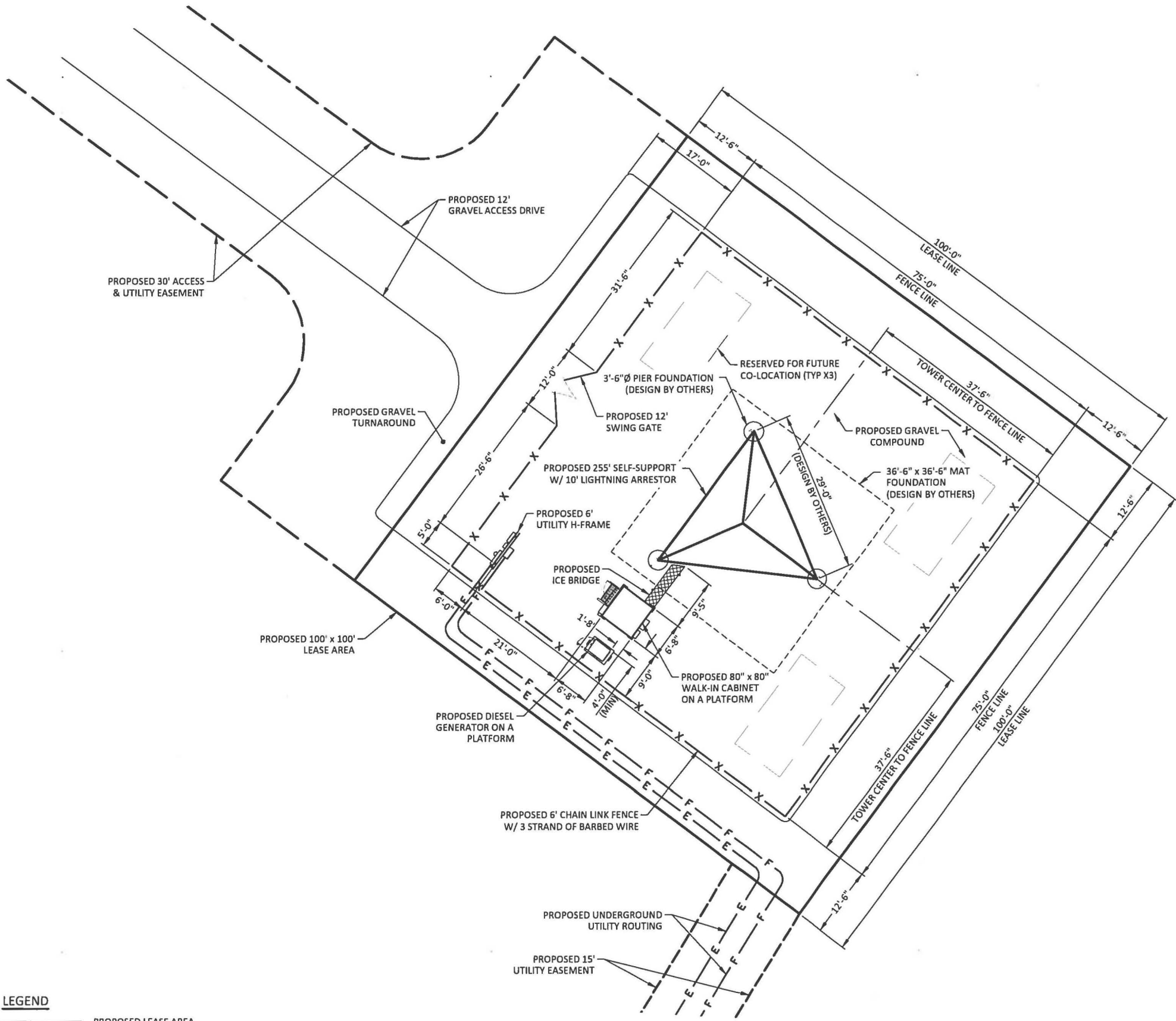
PREPARED FOR:  
 **at&t**

STATE OF KENTUCKY  
MARK E. PATTERSON  
16,300  
PROFESSIONAL ENGINEER  
1/9/2018  
EN PERMIT: 3594

ZONING DRAWINGS		
REV	DATE	DESCRIPTION
A	12.8.17	ISSUED FOR REVIEW
O	1.9.18	ISSUED AS FINAL

SITE INFORMATION:  
**ELK LAKE SHORES**  
  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
  
OWEN COUNTY  
  
SITE NUMBER:  
KYL01220  
  
POD NUMBER: 17-13011  
  
DRAWN BY: KDP  
CHECKED BY: MEP  
DATE: 12.8.17

SHEET TITLE:  
**ENLARGED COMPOUND LAYOUT**  
  
SHEET NUMBER:  
**C-3**



- LEGEND**
- PROPOSED LEASE AREA
  - PROPOSED ACCESS & UTILITY EASEMENT
  - PROPOSED FENCE
  - PROPOSED UNDERGROUND ELECTRIC
  - PROPOSED UNDERGROUND FIBER

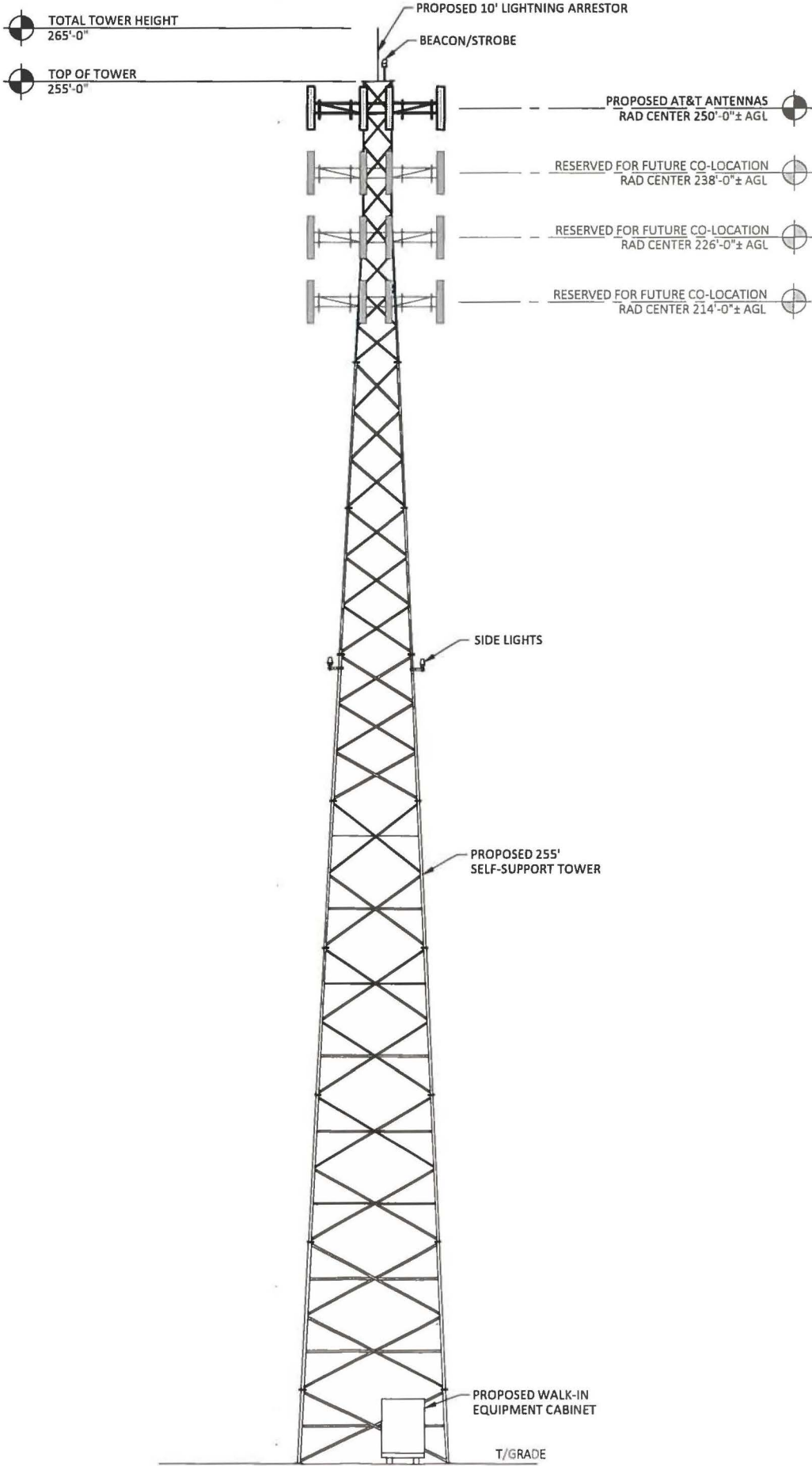


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Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
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PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW  
TO EXCAVATE WITHOUT NOTIFYING THE  
UNDERGROUND LOCATION SERVICE TWO (2)  
WORKING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

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  
16,300  
*Mark E. Patterson*  
PROFESSIONAL ENGINEER  
1/9/2018

EN PERMIT: 3594

ZONING  
DRAWINGS

REV	DATE	DESCRIPTION
A	12.8.17	ISSUED FOR REVIEW
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SITE INFORMATION:  
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KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

SITE NUMBER:  
KYL01220

POD NUMBER: 17-13011  
DRAWN BY: KDP  
CHECKED BY: MEP  
DATE: 12.8.17

SHEET TITLE:  
**TOWER  
ELEVATION**

SHEET NUMBER:  
**C-4**

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



December 21, 2017

Mr. Roy Johnson  
AT&T  
3605 Mattingly Road  
Buckner, KY 40010-8803

RE: Proposed 255' Self-Supporting Tower for Elk Lake Shores, KY (Sabre #176722)

Dear Mr. Johnson,

As shown in our Structural Design Report #176722 dated December 21, 2017, the above referenced tower has been designed for a Basic Wind Speed of 89 mph with no ice and 30 mph with 3/4" radial ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. This would effectively result in a "zero radius fall zone" at ground level. ***Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.***

Sincerely,

Keith J. Tindall, P.E.  
Vice President of Engineering





## Structural Design Report

255' S3TL Series HD1 Self-Supporting Tower

Site: Elk Lake Shores, KY

Site Number: KYL01220

Prepared for: AT&T  
by: Sabre Towers & Poles <sup>TM</sup>

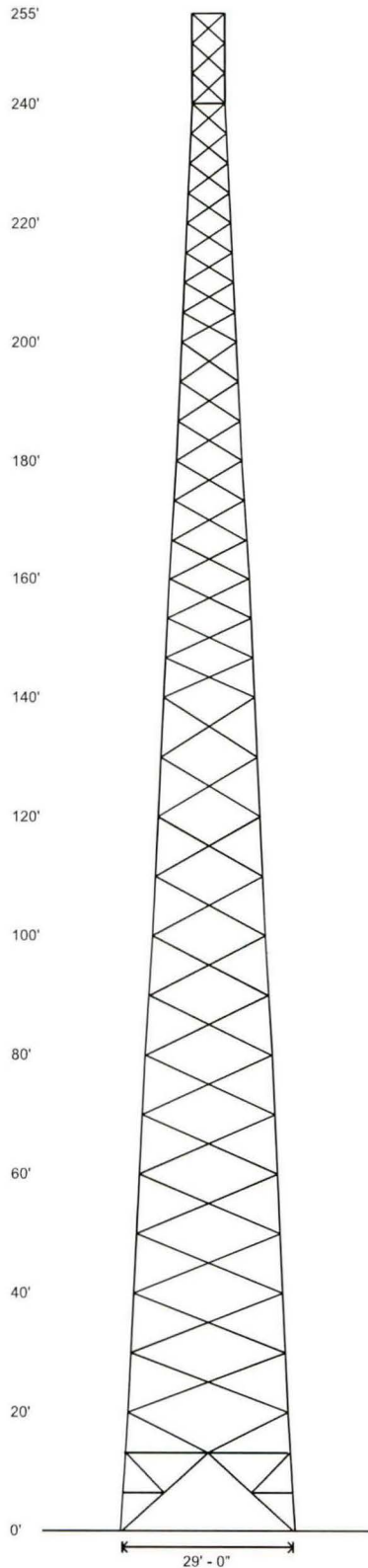
Job Number: 176722

December 21, 2017

Tower Profile.....	1-2
Foundation Design Summary.....	3
Maximum Leg Loads.....	4
Maximum Diagonal Loads.....	5
Maximum Foundation Loads.....	6
Calculations.....	7-16



Legs	12.75 OD X .375	A	8.625 OD X .500	B	C	D	E	F	G
Diagonals	L 4 X 4 X 5/16	L 4 X 4 X 1/4	L 3 1/2 X 3 1/2 X 1/4	L 3 X 3 X 3/16			J	L 2 X 2 X 3/16	K
Internals			NONE					M	NONE
Sub-Diagonals			NONE						
Sub-Horizontals			NONE						
Brace Bolts	(2) 3/4"	(2) 5/8"	(1) 3/4"						
Top Face Width	27"	23"	21"	17"	15"	13"	11"	7"	5"
Panel Count/Height	P	Q	12 @ 10'	4518	4394	3211	3017	1900	1375
Section Weight	7129	5877	6207	5173	4394	3211	3017	1900	1375
									565



### Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	96.48	Shear (kips)	58.74
Axial (kips)	247.98	Compression (kips)	638
Moment (ft-kips)	15175	Uplift (kips)	559
Torsion (ft-kips)	39.55		

### Material List

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

### Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 89 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) The tower design meets the requirements for an Ultimate Wind Speed of 115 mph (Risk Category II), in accordance with the 2012 International Building Code.
- 14) Tower Rating: 97.8%

**Sabre Industries**  
Towers and Poles

**Sabre Communications Corporation**  
7101 Southbridge Drive  
P.O. Box 658  
Sioux City, IA 51102-0658  
Phone: (712) 258-6690  
Fax: (712) 275-0814

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Job:	176722
Customer:	AT&T
Site Name:	Elk Lake Shores, KY KYL01220
Description:	255' S3TL
Date:	12/21/2017
By:	KJT



### Designed Appurtenance Loading

Elev	Description	Tx-Line
250	(1) 278 Sq. FT. EPA 6000# (No Ice)	(18) 1 5/8"
238	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

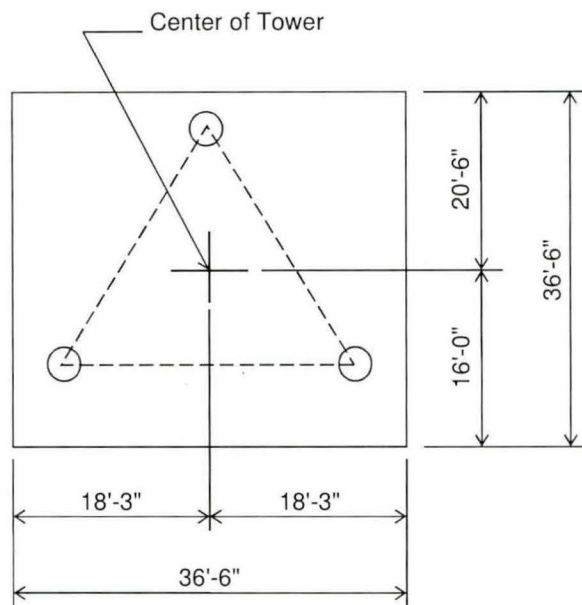
Elev	Description	Tx-Line
226	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
214	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

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Customer: AT&T

Site: Elk Lake Shores, KY KYL01220

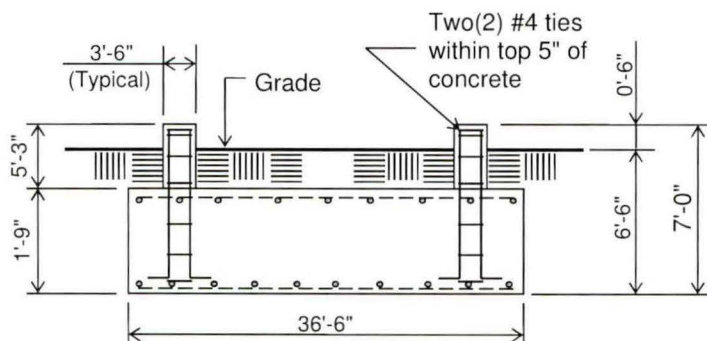
255 ft. Model S3TL Series HD1 Self Supporting Tower At  
89 mph Wind with no ice and 30 mph Wind with 0.75 in. Ice per ANSI/TIA-222-G.  
Antenna Loading per Page 1



### PLAN VIEW

Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.
- 2). Rebar to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on the geotechnical report by POD Project No. 17-13009, dated: 12/07/2017



**ELEVATION VIEW**

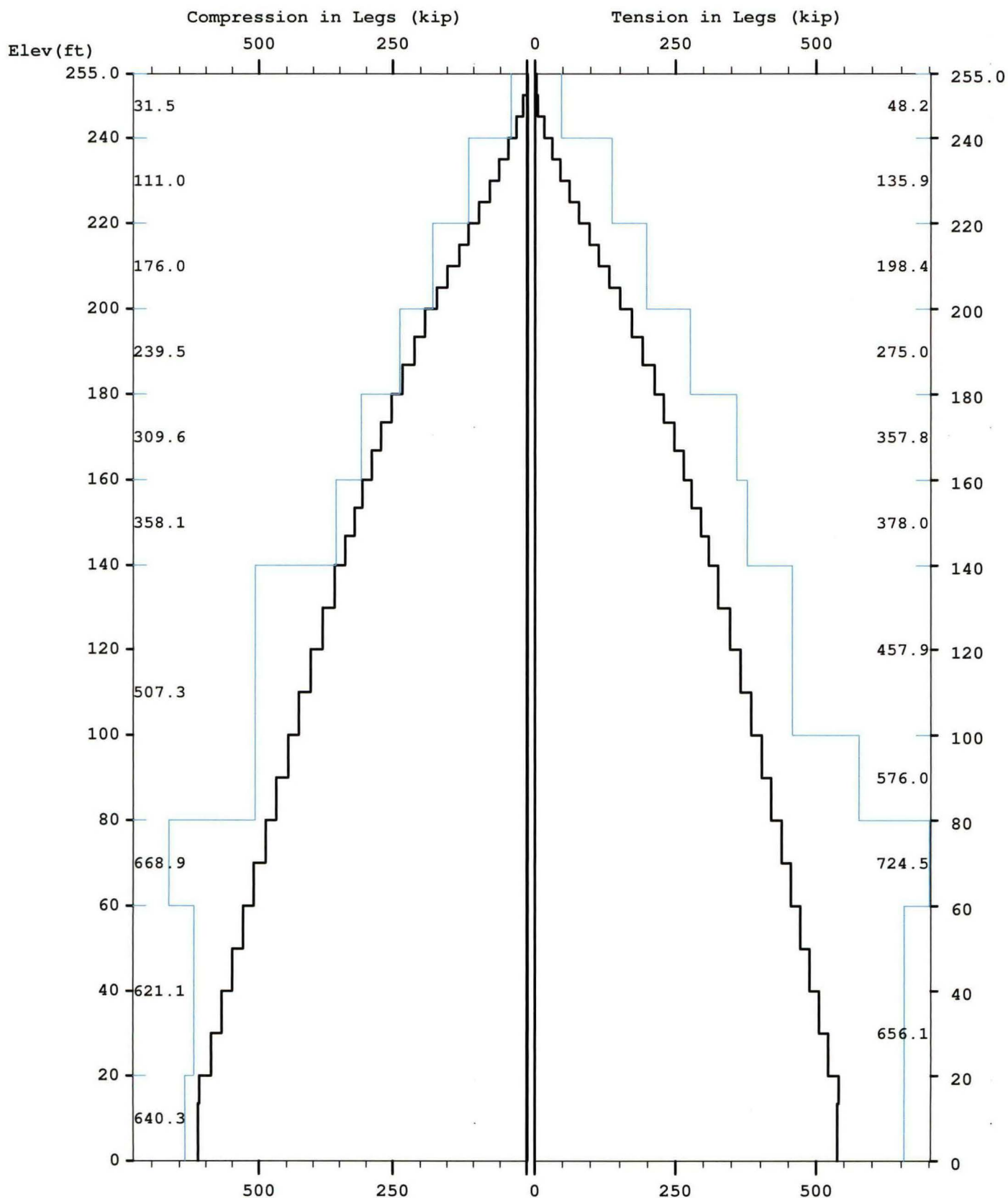
(91.96 Cu. Yds.)  
(1 REQD.; NOT TO SCALE)

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

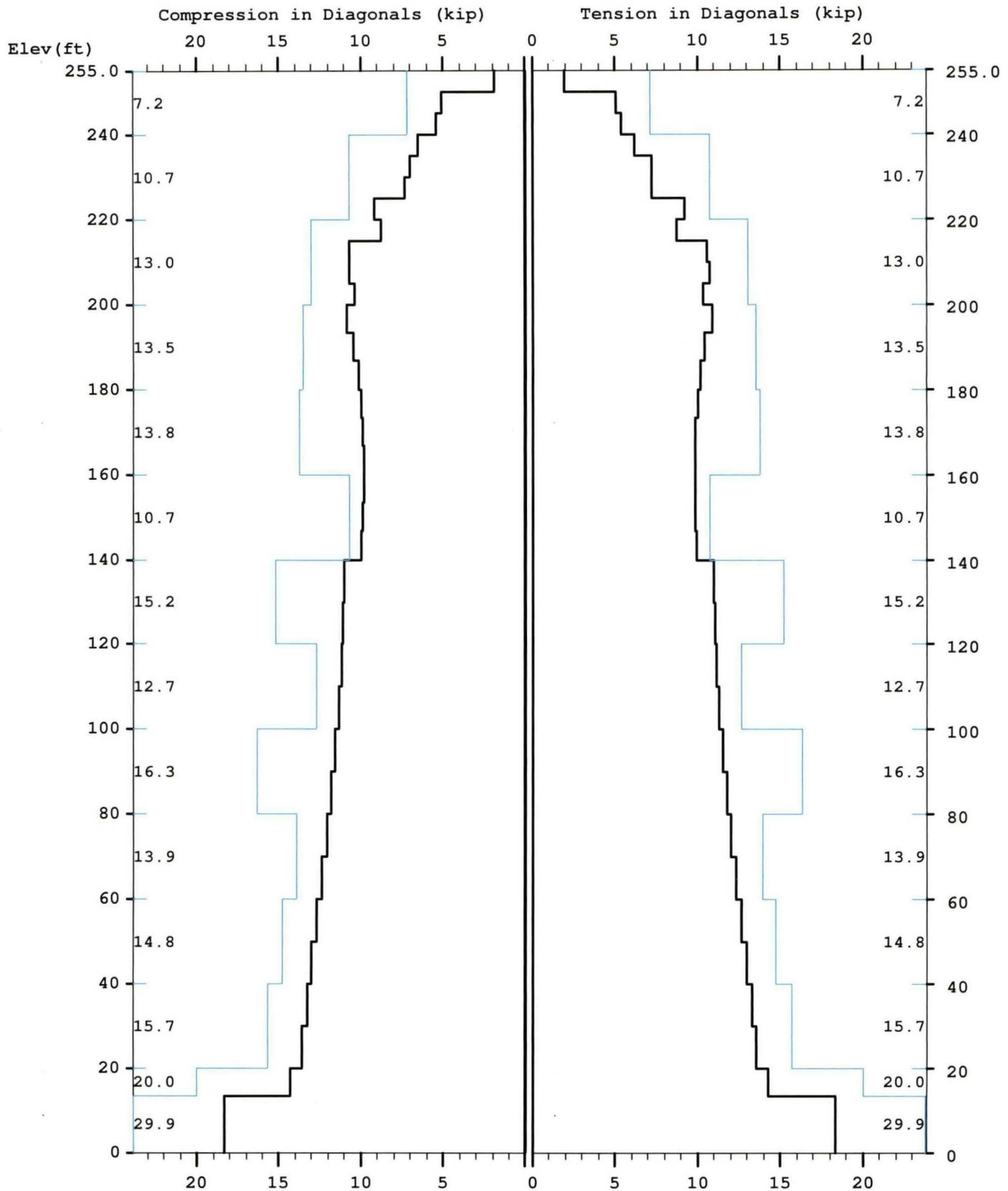
- 6). See the geotechnical report for compaction requirements, if specified.
- 7). The foundation is based on the following factored loads:  
Factored download (kips) = 100.06  
Factored overturn (kip-ft) = 15174.53  
Factored shear (kips) = 96.48
- 8). 4.75 ft of soil cover is required over the entire area of the foundation slab.

Rebar Schedule per Mat and per Pier	
Pier	(14) #9 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 11" C/C
Mat	(56) #11 horizontal rebar evenly spaced each way top and bottom. (224 total)

Maximum

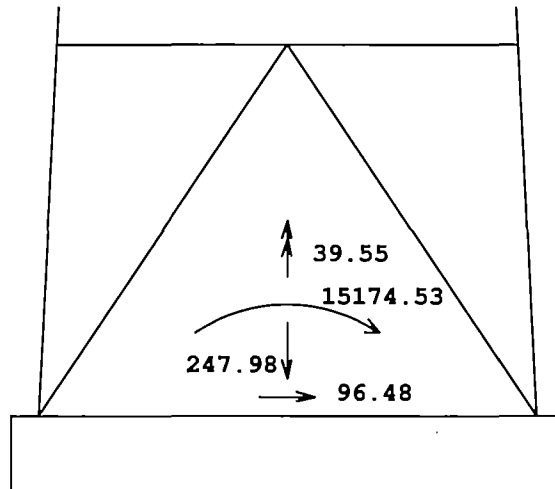


Maximum

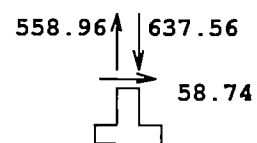
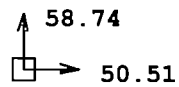


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



MAST GEOMETRY ( ft )

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

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	255.00	1.075	0.787	29000.	0.0000117
LE	220.00	240.00	3.016	0.787	29000.	0.0000117
LE	200.00	220.00	4.407	0.787	29000.	0.0000117
LE	180.00	200.00	6.111	0.787	29000.	0.0000117
LE	160.00	180.00	7.952	0.787	29000.	0.0000117
LE	140.00	160.00	8.399	0.787	29000.	0.0000117
LE	80.00	140.00	12.763	0.787	29000.	0.0000117
LE	60.00	80.00	16.101	0.787	29000.	0.0000117
LE	0.00	60.00	14.579	0.787	29000.	0.0000117
DI	240.00	255.00	0.484	0.626	29000.	0.0000117
DI	220.00	240.00	0.715	0.626	29000.	0.0000117
DI	200.00	220.00	0.902	0.626	29000.	0.0000117
DI	180.00	200.00	1.188	0.626	29000.	0.0000117
DI	140.00	180.00	1.090	0.626	29000.	0.0000117
DI	100.00	140.00	1.688	0.626	29000.	0.0000117
DI	40.00	100.00	1.938	0.626	29000.	0.0000117
DI	13.33	40.00	2.402	0.626	29000.	0.0000117
DI	0.00	13.33	2.559	0.626	29000.	0.0000117
HO	250.00	255.00	0.484	0.626	29000.	0.0000117
HO	235.00	240.00	0.715	0.626	29000.	0.0000117
HO	0.00	13.33	1.688	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT BRACING COMP kip	INT BRACING TENS kip
250.0	255.0	31.48	48.15	7.16	7.16	5.73	5.73	0.00	0.00
240.0	250.0	31.48	48.15	7.16	7.16	0.00	0.00	0.00	0.00
235.0	240.0	110.98	135.90	10.74	10.74	8.38	8.38	0.00	0.00
220.0	235.0	110.98	135.90	10.74	10.74	0.00	0.00	0.00	0.00
200.0	220.0	175.98	198.45	13.03	13.03	0.00	0.00	0.00	0.00
180.0	200.0	239.46	274.95	13.49	13.49	0.00	0.00	0.00	0.00
160.0	180.0	309.64	357.75	13.79	13.79	0.00	0.00	0.00	0.00
140.0	160.0	358.08	378.00	10.69	10.69	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	15.18	15.18	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	12.68	12.68	0.00	0.00	0.00	0.00
80.0	100.0	507.33	576.00	16.34	16.34	0.00	0.00	0.00	0.00
60.0	80.0	668.86	724.50	13.92	13.92	0.00	0.00	0.00	0.00
40.0	60.0	621.06	656.10	14.76	14.76	0.00	0.00	0.00	0.00
20.0	40.0	621.06	656.10	15.70	15.70	0.00	0.00	0.00	0.00
13.3	20.0	640.29	656.10	20.02	20.02	0.00	0.00	0.00	0.00
0.0	13.3	640.29	656.10	29.94	29.94	11.30	11.30	7.55	7.55

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV	APPLY..LOAD..AT	LOAD	.....FORCES.....		.....MOMENTS.....		
	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	10.00	7.20	0.00	0.00

C	238.0	0.00	0.0	0.0	7.41	4.80	0.00	0.00
C	226.0	0.00	0.0	0.0	7.33	4.80	0.00	0.00
C	214.0	0.00	0.0	0.0	7.24	4.80	0.00	0.00
D	255.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	250.0	0.00	180.0	0.0	0.07	0.04	0.00	0.00
D	250.0	0.00	42.0	0.0	0.13	0.06	0.06	0.10
D	240.0	0.00	42.0	0.0	0.13	0.06	0.06	0.10
D	240.0	0.00	64.4	0.0	0.16	0.12	0.06	0.11
D	235.0	0.00	64.4	0.0	0.16	0.12	0.06	0.11
D	235.0	0.00	79.5	0.0	0.17	0.12	0.06	0.11
D	230.0	0.00	79.5	0.0	0.17	0.12	0.06	0.11
D	230.0	0.00	83.3	0.0	0.18	0.13	0.05	0.10
D	225.0	0.00	83.3	0.0	0.18	0.13	0.05	0.10
D	225.0	0.00	92.0	0.0	0.20	0.15	0.04	0.06
D	220.0	0.00	92.0	0.0	0.20	0.15	0.04	0.06
D	220.0	0.00	89.2	0.0	0.22	0.18	0.05	0.06
D	215.0	0.00	89.2	0.0	0.22	0.18	0.05	0.06
D	215.0	0.00	353.1	0.0	0.23	0.20	0.01	0.04
D	210.0	0.00	353.1	0.0	0.23	0.20	0.01	0.04
D	210.0	0.00	322.3	0.0	0.23	0.20	0.02	0.04
D	200.0	0.00	322.2	0.0	0.24	0.21	0.02	0.04
D	200.0	0.00	322.4	0.0	0.23	0.23	0.02	0.04
D	180.0	0.00	321.9	0.0	0.24	0.24	0.02	0.04
D	180.0	0.00	322.4	0.0	0.24	0.26	0.02	0.04
D	160.0	0.00	321.9	0.0	0.25	0.26	0.02	0.04
D	160.0	0.00	322.4	0.0	0.26	0.27	0.02	0.04
D	140.0	0.00	322.0	0.0	0.26	0.27	0.02	0.04
D	140.0	0.00	322.3	0.0	0.25	0.34	0.02	0.04
D	110.0	0.00	322.3	0.0	0.25	0.35	0.02	0.04
D	110.0	0.00	322.3	0.0	0.25	0.35	0.02	0.04
D	80.0	0.00	322.3	0.0	0.26	0.37	0.02	0.03
D	80.0	0.00	322.4	0.0	0.26	0.42	0.02	0.03
D	40.0	0.00	322.3	0.0	0.27	0.41	0.02	0.03
D	40.0	0.00	322.4	0.0	0.25	0.45	0.02	0.03
D	20.0	0.00	322.3	0.0	0.25	0.45	0.02	0.03
D	20.0	0.00	322.4	0.0	0.20	0.42	0.02	0.02
D	13.3	0.00	322.4	0.0	0.20	0.42	0.02	0.02
D	13.3	0.00	322.4	0.0	0.23	0.49	0.02	0.02
D	0.0	0.00	322.4	0.0	0.23	0.49	0.02	0.02

SUPPRESS PRINTING

LOADS	...	...	...	...	...	...	...
INPUT	DISPL	MEMBER	FOUNDN	ALL	DISPL	MEMBER	FOUNDN
		FORCES	LOADS			FORCES	LOADS

no	yes	yes	yes	no	no	no	no
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LOADING CONDITION M

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

MAST LOADING

LOAD TYPE	ELEV	APPLY..	LOAD..	AT	LOAD	.....FORCES.....	.....MOMENTS.....
	ft	RADIUS	ft	AZI	AZI	HORIZ	VERTICAL
		ft				kip	ft-kip
						DOWN	TORSNAL
						kip	ft-kip
C	250.0	0.00	0.0	0.0	10.00	5.40	0.00
C	238.0	0.00	0.0	0.0	7.41	3.60	0.00
C	226.0	0.00	0.0	0.0	7.33	3.60	0.00
C	214.0	0.00	0.0	0.0	7.24	3.60	0.00
D	255.0	0.00	180.0	0.0	0.07	0.03	0.00
D	250.0	0.00	180.0	0.0	0.07	0.03	0.00
D	250.0	0.00	42.0	0.0	0.13	0.04	0.04
D	240.0	0.00	42.0	0.0	0.13	0.04	0.04
D	240.0	0.00	64.4	0.0	0.16	0.09	0.04
D	235.0	0.00	64.4	0.0	0.16	0.09	0.04
D	235.0	0.00	79.5	0.0	0.17	0.09	0.04
D	230.0	0.00	79.5	0.0	0.17	0.09	0.04
D	230.0	0.00	83.3	0.0	0.18	0.10	0.04
D	225.0	0.00	83.3	0.0	0.18	0.10	0.04
D	225.0	0.00	92.0	0.0	0.20	0.11	0.03
D	220.0	0.00	92.0	0.0	0.20	0.11	0.03
D	220.0	0.00	89.2	0.0	0.22	0.13	0.04
D	215.0	0.00	89.2	0.0	0.22	0.13	0.04
D	215.0	0.00	351.6	0.0	0.23	0.15	0.01
D	200.0	0.00	316.7	0.0	0.24	0.15	0.02
D	200.0	0.00	322.4	0.0	0.23	0.17	0.02
D	180.0	0.00	321.9	0.0	0.24	0.18	0.02
D	180.0	0.00	322.4	0.0	0.24	0.19	0.02
D	160.0	0.00	321.9	0.0	0.25	0.20	0.02
D	160.0	0.00	322.4	0.0	0.26	0.20	0.02
D	140.0	0.00	322.0	0.0	0.26	0.21	0.02
D	140.0	0.00	322.3	0.0	0.25	0.25	0.02
D	110.0	0.00	322.3	0.0	0.25	0.26	0.02
D	110.0	0.00	322.3	0.0	0.25	0.26	0.02
D	80.0	0.00	322.3	0.0	0.26	0.28	0.02
D	80.0	0.00	322.4	0.0	0.26	0.31	0.02
D	40.0	0.00	322.3	0.0	0.27	0.31	0.02
D	40.0	0.00	322.4	0.0	0.25	0.33	0.02
D	20.0	0.00	322.3	0.0	0.25	0.34	0.02
D	20.0	0.00	322.4	0.0	0.20	0.31	0.02
D	13.3	0.00	322.4	0.0	0.20	0.31	0.02
D	13.3	0.00	322.4	0.0	0.23	0.36	0.02
D	0.0	0.00	322.4	0.0	0.23	0.36	0.02

SUPPRESS PRINTING

LOADS INPUT	...FOR THIS LOADING...			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

LOADING CONDITION Y

30 mph wind with 0.75 ice. Wind Azimuth: 0°

#### MAST LOADING

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD...AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	1.24	18.22	0.00	0.00
C	238.0	0.00	0.0	0.0	1.49	12.11	0.00	0.00
C	226.0	0.00	0.0	0.0	1.47	12.07	0.00	0.00
C	214.0	0.00	0.0	0.0	1.44	12.03	0.00	0.00
D	255.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	250.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	250.0	0.00	42.0	0.0	0.01	0.25	0.22	0.01
D	240.0	0.00	42.0	0.0	0.01	0.25	0.22	0.01
D	240.0	0.00	69.8	0.0	0.02	0.39	0.20	0.01
D	235.0	0.00	69.8	0.0	0.02	0.39	0.20	0.01
D	235.0	0.00	89.5	0.0	0.02	0.39	0.21	0.01
D	230.0	0.00	89.5	0.0	0.02	0.39	0.21	0.01
D	230.0	0.00	91.0	0.0	0.02	0.42	0.18	0.01
D	225.0	0.00	91.0	0.0	0.02	0.42	0.18	0.01
D	225.0	0.00	86.8	0.0	0.02	0.50	0.12	0.00
D	220.0	0.00	86.8	0.0	0.02	0.50	0.12	0.00
D	220.0	0.00	84.3	0.0	0.02	0.55	0.13	0.00
D	215.0	0.00	84.3	0.0	0.02	0.55	0.13	0.00
D	215.0	0.00	345.5	0.0	0.02	0.61	0.05	0.00
D	210.0	0.00	345.5	0.0	0.02	0.61	0.05	0.00
D	210.0	0.00	322.4	0.0	0.02	0.63	0.08	0.00
D	180.0	0.00	321.9	0.0	0.02	0.66	0.08	0.00
D	180.0	0.00	322.4	0.0	0.02	0.70	0.08	0.00
D	160.0	0.00	321.9	0.0	0.02	0.72	0.08	0.00
D	160.0	0.00	322.4	0.0	0.02	0.74	0.08	0.00
D	140.0	0.00	322.0	0.0	0.03	0.76	0.08	0.00
D	140.0	0.00	322.3	0.0	0.02	0.80	0.08	0.00
D	110.0	0.00	322.3	0.0	0.02	0.81	0.08	0.00
D	110.0	0.00	322.3	0.0	0.02	0.82	0.08	0.00
D	80.0	0.00	322.3	0.0	0.03	0.87	0.08	0.00
D	80.0	0.00	322.4	0.0	0.03	0.92	0.07	0.00
D	20.0	0.00	322.3	0.0	0.02	0.96	0.07	0.00
D	20.0	0.00	322.4	0.0	0.02	0.90	0.08	0.00
D	13.3	0.00	322.4	0.0	0.02	0.90	0.08	0.00
D	13.3	0.00	322.4	0.0	0.02	1.17	0.10	0.00
D	0.0	0.00	322.4	0.0	0.02	1.17	0.10	0.00

#### SUPPRESS PRINTING

LOADS INPUT	...FOR THIS LOADING...			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

#### MAXIMUM MAST DISPLACEMENTS:

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
255.0	3.568 G	-3.429 D	0.047 G	1.805 G	-1.736 D	-0.102 F
250.0	3.411 G	-3.278 D	0.044 G	1.809 G	-1.740 D	-0.102 F
245.0	3.248 G	-3.122 D	0.042 G	1.790 G	-1.721 D	-0.100 F
240.0	3.092 G	-2.972 D	0.039 G	1.728 G	-1.661 D	-0.096 F
235.0	2.940 G	-2.825 D	0.036 G	1.695 G	-1.630 D	-0.092 F
230.0	2.791 G	-2.682 D	0.035 e	1.650 G	-1.586 D	-0.088 F
225.0	2.646 G	-2.543 D	0.034 e	1.595 G	-1.533 D	-0.084 F
220.0	2.505 G	-2.407 D	0.033 e	1.529 G	-1.470 D	-0.080 F
215.0	2.372 G	-2.280 D	0.033 e	1.479 G	-1.422 D	-0.076 F
210.0	2.241 G	-2.153 D	0.032 e	1.421 G	-1.367 D	-0.073 F
205.0	2.117 G	-2.034 D	0.031 e	1.359 G	-1.307 D	0.069 X
200.0	1.997 G	-1.918 D	0.030 i	1.291 G	-1.242 D	0.066 X
193.3	1.848 G	-1.775 D	0.029 i	1.222 G	-1.176 D	0.063 X
186.7	1.705 G	-1.638 D	0.028 i	1.149 G	-1.105 D	0.060 X
180.0	1.573 G	-1.511 D	0.026 i	1.074 G	-1.033 D	0.057 X
173.3	1.447 G	-1.389 D	0.026 i	1.016 G	-0.977 D	0.054 X
166.7	1.328 G	-1.275 D	0.025 i	0.956 G	-0.919 D	-0.051 N
160.0	1.216 G	-1.167 D	0.024 i	0.896 G	-0.861 D	-0.048 N
153.3	1.111 G	-1.066 D	0.023 i	0.839 G	-0.806 D	-0.045 N
146.7	1.012 G	-0.972 J	0.022 i	0.781 G	-0.751 D	-0.042 N
140.0	0.920 G	0.883 J	0.021 i	0.723 G	-0.695 D	-0.039 N
130.0	0.794 G	0.762 J	0.019 i	0.666 G	-0.640 D	-0.036 N
120.0	0.679 G	0.652 J	0.018 i	0.609 G	-0.585 D	-0.033 N
110.0	0.574 G	0.550 J	0.017 i	0.552 G	-0.530 D	0.030 H
100.0	0.478 G	0.458 J	0.016 i	0.495 G	-0.475 D	0.027 H
90.0	0.392 G	0.376 J	0.014 i	0.437 G	-0.420 D	0.024 H
80.0	0.316 G	0.303 J	0.013 e	0.381 G	0.366 J	0.022 T
70.0	0.249 G	0.238 J	0.012 e	0.336 G	0.323 J	0.019 T
60.0	0.189 G	0.181 J	0.010 e	0.292 G	0.280 J	0.016 H
50.0	0.136 G	0.130 J	0.009 e	0.244 G	0.234 J	0.013 H



40.0	0.092 G	0.088 J	0.007 e	0.195 G	0.187 J	0.009 H
30.0	0.052 G	0.050 J	0.006 h	0.146 G	0.140 J	0.007 H
20.0	0.019 G	0.018 J	0.004 b	0.096 G	0.092 J	0.004 T
13.3	0.008 G	0.007 J	0.003 b	0.064 G	0.062 J	0.003 H
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

#### MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		1.32 M	0.00 A
	1.21 S	1.94 G		
250.0	-----		0.20 G	0.00 A
	4.03 M	5.04 H		
245.0	-----		0.26 I	0.00 A
	17.34 M	5.32 N		
240.0	-----		0.59 K	0.00 A
	29.69 M	6.19 M		
235.0	-----		0.15 A	0.00 A
	45.43 M	7.17 H		
230.0	-----		0.12 A	0.00 A
	60.64 M	7.17 T		
225.0	-----		0.06 Y	0.00 A
	76.84 M	9.19 T		
220.0	-----		0.22 A	0.00 A
	95.68 M	8.71 T		
215.0	-----		0.04 a	0.00 A
	112.14 M	10.55 T		
210.0	-----		0.24 A	0.00 A
	132.97 M	10.73 H		
205.0	-----		0.04 A	0.00 A
	150.63 M	10.33 T		
200.0	-----		0.20 A	0.00 A
	171.46 M	10.84 T		
193.3	-----		0.06 A	0.00 A
	191.76 M	10.42 N		
186.7	-----		0.18 A	0.00 A
	212.00 M	10.15 R		
180.0	-----		0.07 A	0.00 A
	229.72 M	9.96 X		
173.3	-----		0.12 A	0.00 A
	247.37 M	9.86 R		
166.7	-----		0.07 A	0.00 A
	263.34 M	9.80 X		
160.0	-----		0.10 A	0.00 A
	279.28 M	9.81 R		
153.3	-----		0.09 A	0.00 A
	294.02 M	9.84 P		
146.7	-----		0.09 A	0.00 A
	308.80 M	9.93 V		
140.0	-----		0.09 A	0.00 A
	325.84 M	10.96 P		
130.0	-----		0.11 A	0.00 A
	346.25 M	11.04 P		
120.0	-----		0.08 A	0.00 A
	365.38 M	11.16 P		
110.0	-----		0.10 A	0.00 A
	384.33 M	11.32 V		
100.0	-----		0.06 A	0.00 A
	402.37 M	11.52 P		
90.0	-----		0.09 A	0.00 A
	420.31 M	11.76 P		
80.0	-----		0.06 A	0.00 A
	437.58 M	12.03 P		
70.0	-----		0.06 A	0.00 A
	454.75 M	12.33 P		
60.0	-----		0.06 A	0.00 A
	471.48 M	12.64 P		
50.0	-----		0.06 A	0.00 A
	488.19 M	12.96 P		
40.0	-----		0.05 O	0.00 A
	504.54 M	13.27 P		
30.0	-----		0.08 S	0.00 A
	520.71 M	13.56 P		
20.0	-----		0.15 A	0.00 A
	539.54 M	14.21 P		
13.3	-----		0.83 U	0.00 E
	538.37 M	18.31 P		
0.0	-----		0.00 A	0.00 A

#### MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		-1.33 G	0.00 A
	-1.31 A	-1.91 M		
250.0	-----		-0.20 M	0.00 A
	-8.48 G	-5.07 B		
245.0	-----		-0.18 O	0.00 A
	-22.01 G	-5.41 H		
240.0	-----		-0.54 Q	0.00 A
	-36.20 G	-6.53 G		
235.0	-----		-0.10 S	0.00 A
	-54.13 G	-7.05 T		
230.0	-----		-0.11 S	0.00 A
	-70.12 G	-7.33 H		
225.0	-----		-0.02 S	0.00 A
	-89.35 G	-9.21 H		
220.0	-----		-0.20 S	0.00 A
	-108.87 G	-8.75 B		

215.0	-----		-0.01 U	0.00 A
	-128.29 G	-10.69 G		
210.0	-----		-0.21 S	0.00 A
	-150.62 G	-10.72 T		
205.0	-----		-0.03 S	0.00 A
	-169.09 G	-10.38 H		
200.0	-----		-0.18 S	0.00 A
	-191.04 G	-10.85 B		
193.3	-----		-0.05 S	0.00 A
	-212.60 G	-10.47 H		
186.7	-----		-0.16 S	0.00 A
	-234.18 G	-10.17 L		
180.0	-----		-0.05 S	0.00 A
	-253.27 G	-10.00 F		
173.3	-----		-0.10 S	0.00 A
	-272.39 G	-9.88 L		
166.7	-----		-0.06 S	0.00 A
	-289.83 G	-9.84 F		
160.0	-----		-0.09 S	0.00 A
	-307.30 G	-9.83 L		
153.3	-----		-0.08 S	0.00 A
	-323.60 G	-9.88 J		
146.7	-----		-0.08 S	0.00 A
	-339.99 G	-9.95 D		
140.0	-----		-0.08 S	0.00 A
	-359.19 G	-11.02 J		
130.0	-----		-0.10 S	0.00 A
	-382.47 G	-11.08 D		
120.0	-----		-0.07 S	0.00 A
	-404.46 G	-11.21 J		
110.0	-----		-0.08 S	0.00 A
	-426.37 G	-11.36 D		
100.0	-----		-0.05 S	0.00 A
	-447.42 G	-11.57 J		
90.0	-----		-0.07 S	0.00 A
	-468.46 G	-11.81 J		
80.0	-----		-0.05 S	0.00 A
	-489.01 G	-12.08 J		
70.0	-----		-0.05 S	0.00 A
	-509.64 G	-12.38 J		
60.0	-----		-0.05 S	0.00 A
	-529.83 G	-12.69 J		
50.0	-----		-0.05 S	0.00 A
	-550.02 G	-13.01 J		
40.0	-----		-0.06 I	0.00 A
	-569.97 G	-13.31 J		
30.0	-----		-0.09 A	0.00 A
	-589.88 G	-13.59 J		
20.0	-----		-0.13 S	0.00 A
	-612.10 G	-14.28 J		
13.3	-----		-1.00 C	0.00 C
	-613.65 G	-18.35 J		
0.0	-----		0.00 A	0.00 A

#### MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
58.74 G	50.51 K	637.56 G	-558.96 M	58.74 G

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

HORIZONTAL			DOWN	OVERTURNING		TORSION	
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@ 0.0				@ 0.0	
96.5 G	92.0 J	96.5 G	248.0 b	15174.5 G	14545.9 J	15174.5 G	39.6 H

Latticed Tower Analysis (Unguyed) (c)2013 Guymast Inc. 416-736-7453  
 Processed under license at:  
 Sabre Towers and Poles on: 21 dec 2017 at: 15:05:48

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

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

LOADING CONDITION A

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

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT		LOAD AZI	.....FORCES.....		.....MOMENTS.....	
		RADIUS ft	AZI		HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	250.0	0.00	0.0	0.0	2.84	6.00	0.00	0.00
C	238.0	0.00	0.0	0.0	2.10	4.00	0.00	0.00
C	226.0	0.00	0.0	0.0	2.08	4.00	0.00	0.00
C	214.0	0.00	0.0	0.0	2.06	4.00	0.00	0.00
D	255.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	250.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	250.0	0.00	42.0	0.0	0.04	0.05	0.05	0.03
D	240.0	0.00	42.0	0.0	0.04	0.05	0.05	0.03
D	240.0	0.00	64.4	0.0	0.05	0.10	0.05	0.03
D	235.0	0.00	64.4	0.0	0.05	0.10	0.05	0.03
D	235.0	0.00	79.5	0.0	0.05	0.10	0.05	0.03
D	225.0	0.00	83.3	0.0	0.05	0.11	0.04	0.03
D	225.0	0.00	92.0	0.0	0.06	0.13	0.04	0.02
D	220.0	0.00	92.0	0.0	0.06	0.13	0.04	0.02
D	220.0	0.00	89.2	0.0	0.06	0.15	0.04	0.02
D	215.0	0.00	89.2	0.0	0.06	0.15	0.04	0.02
D	215.0	0.00	353.1	0.0	0.07	0.16	0.01	0.01
D	210.0	0.00	353.1	0.0	0.07	0.16	0.01	0.01
D	210.0	0.00	322.3	0.0	0.07	0.17	0.02	0.01
D	200.0	0.00	322.2	0.0	0.07	0.17	0.02	0.01
D	200.0	0.00	322.4	0.0	0.07	0.19	0.02	0.01
D	180.0	0.00	321.9	0.0	0.07	0.20	0.02	0.01
D	180.0	0.00	322.4	0.0	0.07	0.21	0.02	0.01
D	160.0	0.00	321.9	0.0	0.07	0.22	0.02	0.01
D	160.0	0.00	322.4	0.0	0.07	0.22	0.02	0.01
D	140.0	0.00	322.0	0.0	0.08	0.23	0.02	0.01
D	140.0	0.00	322.3	0.0	0.07	0.28	0.02	0.01
D	110.0	0.00	322.3	0.0	0.07	0.29	0.02	0.01
D	110.0	0.00	322.3	0.0	0.07	0.29	0.02	0.01
D	80.0	0.00	322.3	0.0	0.08	0.31	0.02	0.01
D	80.0	0.00	322.4	0.0	0.08	0.35	0.02	0.01
D	40.0	0.00	322.3	0.0	0.08	0.34	0.02	0.01
D	40.0	0.00	322.4	0.0	0.07	0.37	0.02	0.01
D	20.0	0.00	322.3	0.0	0.07	0.38	0.02	0.01
D	20.0	0.00	322.4	0.0	0.06	0.35	0.02	0.01
D	13.3	0.00	322.4	0.0	0.06	0.35	0.02	0.01
D	13.3	0.00	322.4	0.0	0.07	0.41	0.02	0.01
D	0.0	0.00	322.4	0.0	0.07	0.41	0.02	0.01

SUPPRESS PRINTING

LOADS INPUT	...FOR THIS LOADING..			.....MAXIMUMS.....			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

#### MAXIMUM MAST DISPLACEMENTS:

ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
255.0	1.021 G	0.981 J	0.015 G	0.516 G	0.496 J	0.029 L
250.0	0.976 G	0.938 J	0.014 G	0.517 G	0.497 J	0.029 L
245.0	0.929 G	0.893 J	0.014 G	0.511 G	0.492 J	0.029 L
240.0	0.885 G	0.850 J	0.013 G	0.494 G	0.475 J	0.027 L
235.0	0.841 G	0.809 J	0.013 G	0.484 G	0.466 J	0.026 L
230.0	0.799 G	0.768 J	0.013 G	0.472 G	0.453 J	0.025 L
225.0	0.757 G	0.728 J	0.012 G	0.456 G	0.438 J	0.024 L
220.0	0.717 G	0.689 J	0.012 G	0.437 G	0.420 J	0.023 L
215.0	0.679 G	0.653 J	0.012 G	0.422 G	0.406 J	0.022 L
210.0	0.641 G	0.617 J	0.011 G	0.406 G	0.391 J	0.021 L
205.0	0.606 G	0.583 J	0.011 G	0.388 G	0.374 J	0.020 L
200.0	0.572 G	0.549 J	0.010 G	0.369 G	0.355 J	0.019 L
193.3	0.529 G	0.509 J	0.010 G	0.349 G	0.336 J	0.018 L
186.7	0.488 G	0.469 J	0.009 G	0.329 G	0.316 J	0.017 L
180.0	0.451 G	0.433 J	0.009 G	0.307 G	0.295 J	-0.016 F
173.3	0.415 G	0.398 J	0.009 G	0.290 G	0.279 J	-0.015 F
166.7	0.381 G	0.366 J	0.008 G	0.273 G	0.263 J	0.014 H
160.0	0.348 G	0.335 J	0.008 G	0.256 G	0.246 J	0.014 H
153.3	0.318 G	0.306 J	0.008 G	0.240 G	0.231 J	0.013 H
146.7	0.290 G	0.279 J	0.007 G	0.224 G	0.215 J	0.012 H
140.0	0.264 G	0.253 J	0.007 G	0.207 G	0.199 J	0.011 H
130.0	0.228 G	0.219 J	0.007 G	0.191 G	0.183 J	0.010 H
120.0	0.195 G	0.187 J	0.006 G	0.174 G	0.168 J	0.009 H
110.0	0.165 G	0.158 J	0.006 G	0.158 G	0.152 J	0.009 H
100.0	0.137 G	0.132 J	0.005 G	0.142 G	0.136 J	-0.008 B
90.0	0.112 G	0.108 J	0.005 G	0.125 G	0.120 J	-0.007 B
80.0	0.091 G	0.087 J	0.004 G	0.109 G	0.105 J	-0.006 B
70.0	0.071 G	0.068 J	0.004 G	0.096 G	0.093 J	-0.005 B
60.0	0.054 G	-0.052 D	0.003 G	0.084 G	0.080 J	-0.004 B
50.0	0.039 G	-0.037 D	0.003 G	0.070 G	0.067 J	-0.004 B
40.0	0.026 G	-0.025 D	0.002 G	0.056 G	0.054 J	-0.003 B
30.0	0.015 G	0.014 J	0.002 G	0.042 G	0.040 J	-0.002 B
20.0	0.005 G	0.005 J	0.001 G	0.028 G	0.026 J	-0.001 B
13.3	0.002 G	0.002 J	0.001 G	0.018 G	0.018 J	-0.001 B
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

#### MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		0.37 A	0.00 A
	0.32 G	0.56 G		

250.0	-----		0.06 G	0.00 A
	0.00 A	1.44 H		
245.0	-----		0.10 I	0.00 A
	3.41 A	1.50 H		
240.0	-----		0.18 K	0.00 A
	6.35 A	1.67 A		
235.0	-----		0.06 A	0.00 A
	10.14 A	2.08 H		
230.0	-----		0.04 A	0.00 A
	14.27 A	1.99 B		
225.0	-----		0.03 A	0.00 A
	17.89 A	2.61 H		
220.0	-----		0.07 A	0.00 A
	23.09 A	2.47 B		
215.0	-----		0.01 C	0.00 A
	26.81 A	2.96 B		
210.0	-----		0.08 A	0.00 A
	32.28 A	3.05 B		
205.0	-----		0.02 A	0.00 A
	37.12 A	2.92 H		
200.0	-----		0.07 A	0.00 A
	42.76 A	3.08 H		
193.3	-----		0.02 A	0.00 A
	48.24 A	2.96 B		
186.7	-----		0.06 A	0.00 A
	53.67 A	2.89 F		
180.0	-----		0.02 A	0.00 A
	58.40 A	2.83 L		
173.3	-----		0.04 A	0.00 A
	63.09 A	2.82 F		
166.7	-----		0.02 A	0.00 A
	67.31 A	2.80 L		
160.0	-----		0.03 A	0.00 A
	71.50 A	2.81 F		
153.3	-----		0.03 A	0.00 A
	75.37 A	2.81 D		
146.7	-----		0.03 A	0.00 A
	79.23 A	2.85 J		
140.0	-----		0.03 A	0.00 A
	83.62 A	3.13 D		
130.0	-----		0.04 A	0.00 A
	88.78 A	3.17 J		
120.0	-----		0.03 A	0.00 A
	93.60 A	3.20 D		
110.0	-----		0.03 A	0.00 A
	98.35 A	3.26 J		
100.0	-----		0.02 A	0.00 A
	102.84 A	3.32 D		
90.0	-----		0.03 A	0.00 A
	107.28 A	3.40 J		
80.0	-----		0.02 A	0.00 A
	111.48 A	3.47 D		
70.0	-----		0.02 A	0.00 A
	115.60 A	3.56 J		
60.0	-----		0.02 A	0.00 A
	119.60 A	3.64 J		
50.0	-----		0.02 A	0.00 A
	123.58 A	3.73 J		
40.0	-----		0.01 C	0.00 A
	127.42 A	3.82 D		
30.0	-----		0.02 G	0.00 A
	131.17 A	3.90 J		
20.0	-----		0.05 A	0.00 A
	135.86 A	4.08 J		
13.3	-----		0.21 I	0.00 I
	134.57 A	5.27 J		
0.0	-----		0.00 A	0.00 A

# MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
255.0	-----		-0.39 G	0.00 A
	-0.40 A	-0.54 A		
250.0	-----		-0.05 A	0.00 A
	-3.79 G	-1.46 B		
245.0	-----		-0.02 C	0.00 A
	-7.70 G	-1.58 B		
240.0	-----		-0.13 E	0.00 A
	-12.29 G	-1.95 G		
235.0	-----		-0.01 G	0.00 A
	-18.04 G	-1.97 B		
230.0	-----		-0.03 G	0.00 A
	-22.79 G	-2.14 H		
225.0	-----		0.00 A	0.00 A
	-29.15 G	-2.63 B		
220.0	-----		-0.05 G	0.00 A
	-34.85 G	-2.50 B		
215.0	-----		0.00 A	0.00 A
	-41.22 G	-3.07 G		
210.0	-----		-0.05 G	0.00 A
	-47.96 G	-3.04 H		
205.0	-----		0.00 G	0.00 A
	-53.39 G	-2.97 B		
200.0	-----		-0.04 G	0.00 A
	-59.88 G	-3.09 B		
193.3	-----		-0.01 G	0.00 A
	-66.30 G	-3.00 H		
186.7	-----		-0.04 G	0.00 A
	-72.75 G	-2.91 L		
180.0	-----		-0.01 G	0.00 A
	-78.50 G	-2.87 F		
173.3	-----		-0.02 G	0.00 A

166.7	-84.28 G	-2.83 L	-0.01 G	0.00 A
160.0	-89.59 G	-2.83 F	-0.02 G	0.00 A
153.3	-94.92 G	-2.82 L	-0.02 G	0.00 A
146.7	-99.92 G	-2.85 J	-0.02 G	0.00 A
140.0	-104.96 G	-2.86 D	-0.02 G	0.00 A
130.0	-110.94 G	-3.19 J	-0.02 G	0.00 A
120.0	-118.27 G	-3.20 D	-0.02 G	0.00 A
110.0	-125.23 G	-3.25 J	-0.02 G	0.00 A
100.0	-132.20 G	-3.30 D	-0.01 G	0.00 A
90.0	-138.94 G	-3.37 J	-0.02 G	0.00 A
80.0	-145.69 G	-3.44 D	-0.01 G	0.00 A
70.0	-152.36 G	-3.52 J	-0.01 G	0.00 A
60.0	-159.09 G	-3.60 D	-0.01 G	0.00 A
50.0	-165.68 G	-3.69 J	-0.01 G	0.00 A
40.0	-172.26 G	-3.78 D	-0.02 I	0.00 A
30.0	-178.81 G	-3.86 J	-0.03 A	0.00 A
20.0	-185.36 G	-3.94 D	-0.03 G	0.00 A
13.3	-192.42 G	-4.14 J	-0.32 C	0.00 K
0.0	-193.71 G	-5.31 J	0.00 A	0.00 A

#### MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
17.91 G	15.41 K	201.18 G	-139.86 A	17.91 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
	@	0.0				@	0.0
27.7 G	26.4 J	27.7 G	83.4 G	4354.6 G	4175.8 J	4354.6 G	-11.2 B

# MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

iteration 3

Tower Description 255' S3TL Series HD1

Customer AT&T

Project Number 176722

Date 12/21/2017

Engineer MH

## Overall Loads:

Factored Moment (ft-kips)	15174.53
Factored Axial (kips)	247.98
Factored Shear (kips)	96.48

## Individual Leg Loads:

Factored Uplift (kips)	559.00
Factored Download (kips)	638.00
Factored Shear (kips)	59.00

Anchor Bolt Count (per leg) 6

Tower eccentric from mat (ft)= 2.25

Width of Tower (ft)	29
Ultimate Bearing Pressure	9.00
Bearing $\Phi_s$	0.75

Allowable Bearing Pressure (ksf) 4.50  
Safety Factor 2.00

Bearing Design Strength (ksf)	6.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	36.5
Thickness of Mat (ft)	1.75
Depth to Bottom of Slab (ft)	6.5
Bolt Circle Diameter (in)	18

Max. Factored Net Bearing Pressure (ksf) 4.60

Minimum Mat Width (ft) 35.51

Top of Concrete to Top of Bottom Threads (in)	65.5
Diameter of Pier (ft)	3.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.75
Quantity of Bars in Mat	56
Bar Diameter in Mat (in)	1.41
Area of Bars in Mat (in <sup>2</sup> )	87.44
Spacing of Bars in Mat (in)	7.83
Quantity of Bars Pier	14
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	11
Area of Bars in Pier (in <sup>2</sup> )	13.99
Spacing of Bars in Pier (in)	7.54
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.12
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd <sup>3</sup> )	91.96

Minimum Pier Diameter (ft) 2.83  
Equivalent Square b (ft) 3.10

Recommended Spacing (in) 6 to 12

Minimum Pier A<sub>s</sub> (in<sup>2</sup>) 6.93  
Recommended Spacing (in) 5 to 12

# MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

## Two-Way Shear:

Average d (in)	16.59		
$\phi v_c$ (ksi)	0.228	$v_u$ (ksi)	0.225
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.322		
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228		
Shear perimeter, $b_o$ (in)	182.03		
$\beta_c$	1		

## Stability:

Overturning Design Strength (ft-k)	19417.7	Factored Overturning Moment (ft-k)	15849.9
------------------------------------	---------	------------------------------------	---------

## One-Way Shear:

$\phi V_c$ (kips)	828.7	$V_u$ (kips)	738.0
<b>Pier Design:</b>			
Design Tensile Strength (kips)	755.5	$T_u$ (kips)	559.0
$\phi V_n$ (kips)	92.2	$V_u$ (kips)	59.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	31.1		
$V_s$ (kips)	72.0	*** $V_s \text{ max} = 4 f'_c{}^{1/2}b_w d$ (kips)	378.7
Maximum Spacing (in)	11.15	(Only if Shear Ties are Required)	
Actual Hook Development (in)	15.18	Req'd Hook Development $l_{dh}$ (in)	14.12

\*\*\* Ref. ACI 11.5.5 & 11.5.6.3

## Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{\text{SLOPE}} + 4A_{\text{FLAT}})$	208.9	$P_u$ (kips)	559.0
Pier Rebar Development Length (in)	54.56	Required Length of Development (in)	37.33

## Flexure in Slab:

$\phi M_n$ (ft-kips)	5911.8	$M_u$ (ft-kips)	5822.3
a (in)	3.13		
Steel Ratio	0.01203		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	107.15	Required Development in Pad (in)	19.79

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



December 8th, 2017  
Kentucky Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602-0615

RE: Site Name – Elk Lake Shores  
Proposed Cell Tower  
38 30 03.67 North Latitude, 84 46 30.59 West Longitude

Dear Commissioners:

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

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

Thank you,

A handwritten signature in dark ink, appearing to read "Don Murdock". The signature is fluid and cursive, with the first and last names being clearly legible.

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



**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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Active <input type="text"/>
<input type="button" value="Search"/>				

	Utility ID	Utility Name	Utility Type	Class	City	State
<input type="button" value="View"/>	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
<input type="button" value="View"/>	4109300	Access Point, Inc.	Cellular	D	Cary	NC
<input type="button" value="View"/>	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
<input type="button" value="View"/>	4110650	Alliant Technologies of KY, L.L.C.	Cellular	C	Morristown	NJ
<input type="button" value="View"/>	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	NJ
<input type="button" value="View"/>	4107800	American Broadband and Telecommunications Company	Cellular	C	Toledo	OH
<input type="button" value="View"/>	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
<input type="button" value="View"/>	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
<input type="button" value="View"/>	4110700	Andrew David Balholm dba Norcell	Cellular	C	Clayton	WA
<input type="button" value="View"/>	4107400	Bandwidth.com, Inc.	Cellular	A	Raleigh	NC
<input type="button" value="View"/>	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
<input type="button" value="View"/>	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
<input type="button" value="View"/>	4108750	Blue Jay Wireless, LLC	Cellular	C	Carrollton	TX
<input type="button" value="View"/>	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
<input type="button" value="View"/>	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
<input type="button" value="View"/>	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
<input type="button" value="View"/>	4110050	CampusSims, Inc.	Cellular	D	Boston	MA

<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
<a href="#">View</a>	4001900	CTC Communications Corp. d/b/a EarthLink Business I	Cellular	D	Grand Rapids	MI
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
<a href="#">View</a>	4109600	Google North America Inc.	Cellular	B	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
<a href="#">View</a>	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4110600	Horizon River Technologies, LLC	Cellular	C	Atlanta	GA
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular	A	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	OK
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular	D	New York	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
<a href="#">View</a>	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
<a href="#">View</a>	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX

<a href="#">View</a>	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001800	OnStar, LLC	Cellular	A	Detroit	MI
<a href="#">View</a>	4110750	Onvoy Spectrum, LLC	Cellular	C	Plymouth	MN
<a href="#">View</a>	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
<a href="#">View</a>	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
<a href="#">View</a>	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
<a href="#">View</a>	4202100	Powertel/Memphis, Inc. dba T-Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
<a href="#">View</a>	4106700	Q Link Wireless, LLC	Cellular	A	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular	B	Hiawatha	IA
<a href="#">View</a>	4110350	Regional Strategic Partners LLC	Cellular	D	Buford	GA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
<a href="#">View</a>	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
<a href="#">View</a>	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
<a href="#">View</a>	4106300	SI Wireless, LLC	Cellular	A	Carbondale	IL
<a href="#">View</a>	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
<a href="#">View</a>	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
<a href="#">View</a>	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
<a href="#">View</a>	4202200	T-Mobile Central, LLC dba T-Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
<a href="#">View</a>	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	South Portland	ME
<a href="#">View</a>	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4108900	Telrite Corporation dba Life Wireless	Cellular	D	Covington	GA
<a href="#">View</a>	4108450	Tempo Telecom, LLC	Cellular	D	Kansas City	MO
<a href="#">View</a>	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
<a href="#">View</a>	4109000	Ting, Inc.	Cellular	A	Toronto	ON
<a href="#">View</a>	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
<a href="#">View</a>	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ

<a href="#">View</a>	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4002000	Truphone, Inc.	Cellular	D	Durham	NC
<a href="#">View</a>	4110300	UVNV, Inc.	Cellular	D	Costa Mesa	CA
<a href="#">View</a>	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4110800	Visible Service LLC	Cellular	C	Lone Tree	CO
<a href="#">View</a>	4200600	West Virginia PCS Alliance, L.C.	Cellular	A	Waynesboro	VA
<a href="#">View</a>	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
<a href="#">View</a>	4110100	Windward Wireless LLC	Cellular	D	Suwanee	GA
<a href="#">View</a>	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	KY

**EXHIBIT E**  
**FAA**





**Federal Aviation  
Administration**

« OE/AAA

## Proposed Case for : 2017-ASO-19807-OE

### For information only.

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

Overview

Study (ASN): 2017-ASO-19807-OE

Prior Study:

Status: Work In Progress

Construction Info

Notice Of: CONSTR

Duration: PERM (Months: 0 Days: 0)

Work Schedule:

Structure Details

Latitude (NAD 83): 38° 30' 03.70" N

Longitude (NAD 83): 84° 46' 30.60" W

Datum: NAD 83

City: Owenton

State: KY

Nearest County: Owen

Received Date: 09/29/2017

Entered Date: 09/29/2017

Map: View Map

Structure Summary

Structure Type: Antenna - Top Mount

Structure Name: Elk Lake Shores

FCC Number:

Height and Elevation

Site Elevation: 933

Structure Height: 265

Total Height (AMSL): 1198

Frequencies

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

	2496	2690	MHz	500	W
Previous	ac to Search result	et			

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



## KENTUCKY AIRPORT ZONING COMMISSION

MATTHEW BEVIN  
Governor

421 Buttermilk Pike  
Covington, KY 41017  
[www.transportation.ky.gov](http://www.transportation.ky.gov)  
859-341-2700

### CONDITIONAL APPROVAL

December 28, 2017

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

SUBJECT: AS-094-FFT-2017-139

STRUCTURE: Antenna Tower  
LOCATION: Owenton, KY  
COORDINATES: 38° 30' 3.70" N / 84° 46' 30.60" W  
HEIGHT: 265' AGL/1198' AMSL

Your application for a permit to construct or alter the above structure was reviewed at the Thursday, December 14, 2017 regular meeting of the Kentucky Airport Zoning Commission. This letter is to advise you that your permit has been tentatively approved by the Commission pending the FAA Determination. Upon receipt of notification of No Hazard, No IFR/VFR Effects from the FAA and FAA recommended lighting, final approval of your application will be granted and copies forwarded to you.

If you have any questions or would like to check on the status of your permit, please feel free to call me at 859-341-2700.

Sincerely,

A handwritten signature in black ink, appearing to read "John Houlihan".

John Houlihan  
Administrator



An Equal Opportunity Employer M/F/D

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

Date: December 7, 2017

POD Job Number: 17-13009

GEOTECHNICAL  
REPORT

**ELK LAKE SHORES**  
**(KYL01220)**  
38° 30' 03.67" N  
84° 46' 30.59" W

Kentucky Hwy 330  
Owenton, KY 40359

Prepared For:



For:



Prepared By:







December 7, 2017

Ms. Marie Glasgow  
Mastec Network Solutions  
1975 Joe B Jackson Hwy  
Murfreesboro, TN 37127

Re: Geotechnical Report – **PROPOSED 255' SELF-SUPPORT TOWER w/ 10' LIGHTNING ARRESTOR**  
Site Name: **ELK LAKE SHORES (KYL01220)**  
Site Address: KY Hwy 330, Owenton, Owen County, Kentucky  
Coordinates: N38° 30' 03.67", W84° 46' 30.59"  
POD Project No. 17-13009

Dear Ms. Glasgow:

Attached is our geotechnical engineering report for the referenced project. This report contains our findings, an engineering interpretation of these findings with respect to the available project characteristics, and recommendations to aid design and construction of the tower and equipment support foundations.

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding this report, 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



Copies submitted: (3) Ms. Marie Glasgow

**LETTER OF TRANSMITTAL****TABLE OF CONTENTS**

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**APPENDIX**

BORING LOCATION PLAN  
BORING LOG  
SOIL SAMPLE CLASSIFICATION

Geotechnical Report

ELK LAKE SHORES  
December 7, 2017

Geotechnical Report  
**PROPOSED 255' SELF-SUPPORT TOWER w/ 10' LIGHTNING ARRESTOR**  
Site Name: **ELK LAKE SHORES (KYL01220)**  
KY Hwy 330, Owenton, Owen County, Kentucky  
N38° 30' 03.67", W84° 46' 30.59"

**1. PURPOSE AND SCOPE**

The purpose of this study was to determine the general subsurface conditions at the site of the proposed tower by drilling three borings and to evaluate this data with respect to foundation concept and design for the proposed tower and equipment support foundations. Also included is an evaluation of the site with respect to potential construction problems and recommendations dealing with quality control during construction.

**2. PROJECT CHARACTERISTICS**

AT&T is proposing to construct a self-support tower and either an equipment shelter, slab or platform at N38° 30' 03.67", W84° 46' 30.59", KY Hwy 330, Owenton, Owen County, Kentucky. The site is located in a farm field in a rural area southeast of Owenton. The proposed lease area will be 10,000 square feet and will be accessed by a new road off KY Hwy 330 running south to the site. The elevation at the proposed tower location is about EL 933 and there is about 5 feet of change in elevation across the proposed lease area. The development will also include a small equipment support foundation near the base of the tower. The proposed tower location is shown on the Boring Location Plan in the Appendix.

**3. SUBSURFACE CONDITIONS**

The subsurface conditions were explored by drilling three test borings near the base of the proposed tower. The Geotechnical Soil Test Boring Logs, which are included in the Appendix, describes the materials and conditions encountered. A sheet defining the terms and symbols used on the boring logs is also included in the Appendix. The general subsurface conditions disclosed by the test boring is discussed in the following paragraphs.

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the Upper Ordovician age Kope and Clays Ferry Lake Formations. These formations consist of limestone with shale. There is no karst potential for these formations together.

The borings encountered about 3 inches of topsoil at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low to medium plasticity that contained varying amounts of highly weathered rock fragments below 3.5 feet to auger refusal depths between 6 and 7.5 feet. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method. The SPT N-values in the clay were between 11 and over 50

Geotechnical Report

ELK LAKE SHORES  
December 7, 2017

blows per foot (bpf) generally indicating a stiff to hard consistency.

The refusal material was cored in Boring 1 from 7.5 to 29.5 feet below the ground surface. Limestone and Shale that was soft to moderately hard, weathered, light gray to brown with mud seams was encountered. At about 20 feet, there were significantly less mud seams in the core run. The recoveries of the cores were 55 and 100 percent with RQD values of 19 and 67 percent. These values generally represent poor to fair quality rock that became excellent with depth from a foundation support viewpoint.

Observations made at the completion of soil drilling operations indicated the borings to be dry. It must be noted, however, that short-term water readings in test borings are not necessarily a reliable indication of the actual groundwater level. Furthermore, it must be emphasized that the groundwater level is not stationary, but will fluctuate seasonally.

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 2011 Kentucky Building Code, the site class is considered "C". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

#### **4. FOUNDATION DESIGN RECOMMENDATIONS**

The following design recommendations are based on the previously described project information, the subsurface conditions encountered in our borings, the results of our laboratory testing, empirical correlations for the soil types encountered, our analyses, and our experience. If there is any change in the project criteria or structure location, you should retain us to review our recommendations so that we can determine if any modifications are required. The findings of such a review can then be presented in a supplemental report or addendum.

We recommend that the geotechnical engineer be retained to review the near-final project plans and specifications, pertaining to the geotechnical aspects of the project, prior to bidding and construction. We recommend this review to check that our assumptions and evaluations are appropriate based on the current project information provided to us, and to check that our foundation and earthwork recommendations were properly interpreted and implemented.

**4.1. Proposed Tower**

Our findings indicate that the proposed self-support can be supported on drilled piers or on a common mat foundation. Significant amounts of rock were encountered about 3.5 feet a head of auger refusal being encountered between 6 and 7 feet. A drilled pier installer may not be able to drill deeper than 3 feet with a soil auger. If piers are designed that will bear deeper than 3 feet, the drilled pier installer should be prepared to excavate bedrock with the appropriate auger.

**4.1.1. Drilled Piers**

The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types, and were not directly measured. The all values provided are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 29 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0 - 2	2 - 6	6 - 20	20 - 29
Ultimate Bearing Pressure (psf)		16,500	27,650	53,000
C Undrained Shear Strength, psf	500	3,000	5,000	10,000
$\phi$ Angle of Internal Friction degrees	0	0	0	0
Total Unit Weight, pcf	120	120	135	135
Soil Modulus Parameter k, pci	30	1000	1000	2000
Passive Soil Pressure, psf/one foot of depth		2000 + 40(D-2)	3,250 + 45(D-6)	6,750 + 45(D-20)
Side Friction, psf		500	1000	1000

Note: D = Depth below ground surface (in feet) to point at which the passive pressure is calculated.

It is important that the drilled piers be installed by an experienced, competent drilled pier contractor who will be responsible for properly installing the piers in accordance with industry standards and generally accepted methods, without causing deterioration of the subgrade. The recommendations contained herein relate only to the soil-pier interaction and do not account for the structural design of the piers.

#### **4.1.2. Mat Foundation**

The tower could be supported on a common mat foundation bearing on the silty clay at a minimum of 4 feet can be designed using an allowable soil pressure of 4,500 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. A friction value of 0.30 may be used between the concrete and the silty clay soil. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

It is important that the mat be designed with an adequate factor of safety with regard to overturning under the maximum design wind load.

#### **4.2. Equipment Platform**

An equipment platform may be supported on shallow piers bearing in the natural clay and designed for a net allowable soil pressure of 2,500 pounds per square foot. The piers should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

#### **4.3. Equipment Slab**

A concrete slab supporting the equipment must be supported on at least 6-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 6 in. of granular material is placed below the slab, a modulus of subgrade reaction ( $k_{30}$ ) of 110 lbs/cu.in. can be used for design of the slab. All existing topsoil or soft natural soil should be removed beneath crushed stone layer.

#### **4.4. Equipment Building**

If an equipment building support on a slab is chosen in place of the equipment platform, it may be supported on shallow spread footings bearing in the natural clay soil and designed for a net allowable soil pressure of 2,500 pounds per square foot.

The footings should be at least ten inches wide. If the footings bear on soil they should bear at a depth of at least 30 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

The floor slab for the new equipment building can be supported on firm natural soils or on new compacted structural fill. Existing fill may be left in place below the slab if the owner can accept the possibility of greater than normal settlement and cracking. This risk can be reduced if the underlying subgrade is properly proof-rolled and any unstable areas disclosed by the proof-roll are improved as necessary.

Floor slabs must be supported on at least 4-inch layer of relatively clean granular material such as gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. This is to help distribute concentrated loads and equalize moisture conditions beneath the slab. Provided that a minimum of 4 in. of granular material is placed below the slab, a modulus of subgrade reaction ( $k_{30}$ ) of 110 lbs/cu.in. can be used for design of the floor slabs.

#### **4.5. Drainage and Groundwater Considerations**

Good site drainage must be provided. Surface run-off water should be drained away from the tower and platform and not allowed to pond. It is recommended that all foundation concrete be placed the same day the excavation is made.

At the time of this investigation, groundwater was not encountered. Therefore, no special provisions regarding groundwater control are considered necessary for shallow foundations. Any seepage should be able to be pumped with sumps.



## 5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS

It is possible that variations in subsurface conditions will be encountered during construction. Although only minor variations that can be readily evaluated and adjusted for during construction are anticipated, it is recommended the geotechnical engineer or a qualified representative be retained to perform continuous inspection and review during construction of the soils-related phases of the work. This will permit correlation between the test boring data and the actual soil conditions encountered during construction.

### 5.1 Drilled Piers

The following recommendations are recommended for drilled pier construction:

- ◀ All piers must be poured the same day drilling is completed so that any shale is not allowed to swell. Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- ◀ Make provisions for ground water removal from the drilled shaft excavation. While the borings were dry prior to rock coring and significant seepage is not anticipated, the drilled pier contractor should have pumps on hand to remove water in the event seepage into the drilled pier is encountered.
- ◀ Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- ◀ Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- ◀ Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion in the drilled shaft.
- ◀ The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- ◀ Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

## **5.2 Fill Compaction**

All engineered fill placed adjacent to and above the tower foundation should be compacted to a dry density of at least 95 percent of the standard Proctor maximum dry density (ASTM D-698). This minimum compaction requirement should be increased to 98 percent for any fill placed below the tower foundation bearing elevation. Any fill placed beneath the tower foundation should be limited to well-graded sand and gravel or crushed stone. The compaction should be accomplished by placing the fill in about 8 inch (or less) loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to ensure that adequate moisture conditioning and compaction is being achieved.

Compaction by flooding is not considered acceptable. This method will generally not achieve the desired compaction and the large quantities of water will tend to soften the foundation soils.

## **5.3 Construction Dewatering**

If groundwater is encountered in the shallow foundations, it should be minor and can be handled by conventional dewatering methods such as pumping from sumps.

If groundwater is encountered in the drilled pier excavations, it may be more difficult since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the tremie method. If groundwater sits on the bottom of the foundation for longer than an hour, the bottom should be cleaned again before the pier is poured.

## **6 FIELD INVESTIGATION**

Three soil test boring was drilled near the base of the proposed tower. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in all test borings. The borings encountered auger refusal between 6 and 7.5 feet. A sample of the refusal material was cored in Boring 1 from 7.5 to 29.5 feet below the ground surface. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

The boring log is included in the Appendix along with a sheet defining the terms and symbols used on the logs and an explanation of the Standard Penetration Test (SPT) procedure. The log present visual descriptions of the soil strata encountered, Unified System soil classifications, groundwater observations, sampling information, laboratory test results, and other pertinent field data and observations.

Geotechnical Report

ELK LAKE SHORES  
December 7, 2017

## **7 WARRANTY AND LIMITATIONS OF STUDY**

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either express or implied. POD Group is not responsible for the Independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

A geotechnical study is Inherently limited since the engineering recommendations are developed from information obtained from test borings, which depict subsurface conditions only at the specific locations, times and depths shown on the log. Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soil conditions to change from those described in this report.

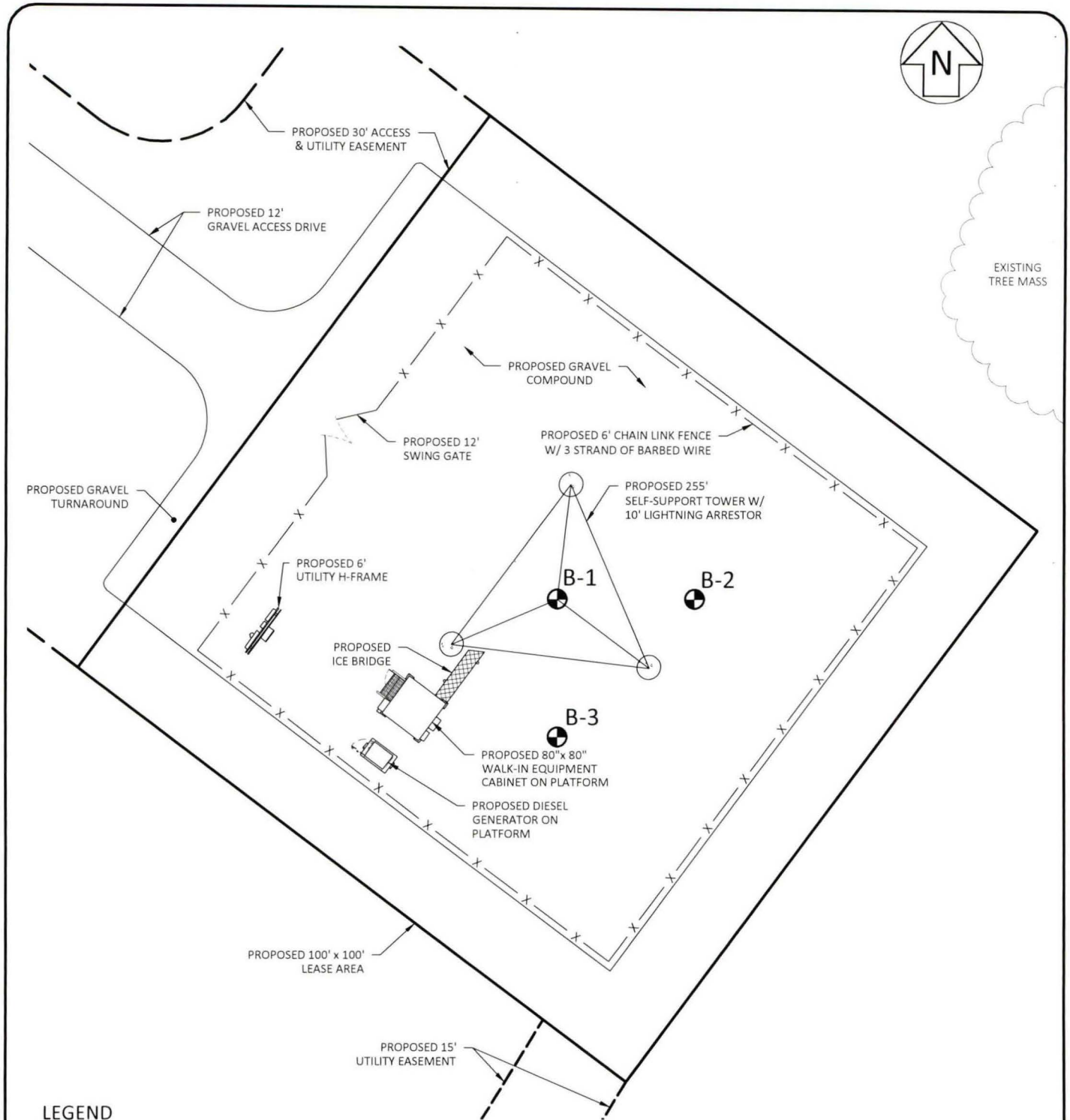
The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or a representative is therefore considered necessary to verify the subsurface conditions and to check that the soils connected construction phases are properly completed. If significant variations or changes are in evidence, it may then be necessary to reevaluate the recommendations of this report. Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect, or if additional information becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

## **APPENDIX**

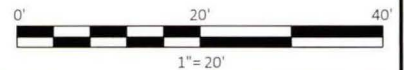
BORING LOCATION PLAN



BORING LOG


SOIL SAMPLE CLASSIFICATION

**LEGEND**

BORING LOCATION



SHEET TITLE: <b>BORING LOCATION PLAN</b>	SITE NUMBER: <b>KYL01220</b> LATITUDE: 38° 30' 03.67"N LONGITUDE: 84° 46' 30.59"W	SITE INFORMATION: <b>ELK LAKE SHORES</b> KENTUCKY HIGHWAY 330 OWENTON, KY 40359 OWEN COUNTY	 <b>POD</b> POWER OF DESIGN 11490 BLUEGRASS PKWY LOUISVILLE, KY 40299 502-437-5252
SHEET NUMBER: <b>1</b>	POD NUMBER: 17-13009 DRAWN BY: KDP CHECKED BY: MEP DATE: 12.6.17		 <b>at&amp;t</b>

				<h2 style="margin: 0;">Boring Log</h2>				<b>Boring: B-1</b>  <b>Page 1 of 1</b>				
<b>Project: Elk Lake Shores</b>				<b>City, State</b>				<b>Owenton, KY</b>				
<b>Method: H.S.A.</b>		<b>Boring Date: 16-Nov-17</b>		<b>Location: Proposed Tower</b>								
<b>Inside Diameter: 3 1/4"</b>		<b>Drill Rig Type: CME - 55 Truck</b>		<b>Hammer Type: Auto</b>								
<b>Groundwater: DRY</b>				<b>Weather:</b>								
<b>Driller: GeoTill Engineering</b>				<b>Note: About 3 inches of topsoil was encountered at the ground surface</b>								
From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD, %)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (ksf)
0.2	7.0	SITLY CLAY (CL) - hard, brown with limestone fragments	1-2.5	SS	13, 50,	2	50,					
	3.5	- very stiff	3.5 -5	SS	5, 9, 12	6	21,					
	7.5	- highly weathered, brown shale and limestone	6-7.5	SS	50,	4	50,					
7.5	29.5	LIMESTONE and SHALE - soft to moderately weathered, weathered with mud seams, light gray and brown	7.5-14.5	RC		46		19%				
	20.0	- few mud seams	14.5-24.5	RC		110		42%				
			24.5-29.5	RC		60		67%				
		Boring Terminated at 29.5 feet										

## Page 1 of 1

Owenton, KY

**Note:** About 3 inches of topsoil was encountered at the ground surface

[illegible]



## Page 1 of 1

Owenton, KY

Note: About 3 inches of topsoil was encountered at the ground surface

[illegible]

**SOIL SAMPLE CLASSIFICATION****FINE AND COARSE GRAINED SOIL INFORMATION**

<b>COARSE GRAINED SOILS (SANDS &amp; GRAVELS)</b>		<b>FINE GRAINED SOILS (SILTS &amp; CLAYS)</b>			<b>PARTICLE SIZE</b>	
<u>N</u>	<u>Relative Density</u>	<u>N</u>	<u>Consistency</u>	<u>Qu, KSF Estimated</u>		
0-4	Very Loose	0-1	Very Soft	0-0.5	Boulders	Greater than 300 mm (12 in)
5-10	Loose	2-4	Soft	0.5-1	Cobbles	75 mm to 300 mm (3 to 12 in)
11-20	Firm	5-8	Firm	1-2	Gravel	4.74 mm to 75 mm (3/16 to 3 in)
21-30	Very Firm	9-15	Stiff	2-4	Coarse Sand	2 mm to 4.75 mm
31-50	Dense	16-30	Very Stiff	4-8	Medium Sand	0.425 mm to 2 mm
Over 50	Very Dense	Over 31	Hard	8+	Fine Sand	0.075 mm to 0.425 mm
					Silts & Clays	Less than 0.075 mm

The **STANDARD PENETRATION TEST** as defined by ASTM D 1586 is a method to obtain a disturbed soil sample for examination and testing and to obtain relative density and consistency information. A standard 1.4-inch I.D./2-inch O.D. split-barrel sampler is driven three 6-inch increments with a 140 lb. hammer falling 30 inches. The hammer can either be of a trip, free-fall design, or actuated by a rope and cathead. The blow counts required to drive the sampler the final two increments are added together and designate the N-value defined in the above tables.

**ROCK PROPERTIES**

<b>ROCK QUALITY DESIGNATION (RQD)</b>		<b>ROCK HARDNESS</b>	
<u>Percent RQD</u>	<u>Quality</u>		
0-25	Very Poor	Very Hard:	Rock can be broken by heavy hammer blows.
25-50	Poor	Hard:	Rock cannot be broken by thumb pressure, but can be broken by moderate hammer blows.
50-75	Fair	Moderately Hard:	Small pieces can be broken off along sharp edges by considerable hard thumb pressure; can be broken with light hammer blows.
75-90	Good	Soft:	Rock is coherent but breaks very easily with thumb pressure at sharp edges and crumbles with firm hand pressure.
90-100	Excellent	Very Soft:	Rock disintegrates or easily compresses when touched; can be hard to very hard soil.

Recovery =	$\frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$	63 REC	<u>Core Diameter</u>	<u>Inches</u>
		NQ	BQ	1-7/16
		43 RQD	NQ	1-7/8
			HQ	2-1/2
RQD =	$\frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$			

**SYMBOLS****KEY TO MATERIAL TYPES**

<b>SOILS</b>	
<u>Group Symbols</u>	<u>Typical Names</u>
GW	Well graded gravel - sand mixture, little or no fines
GP	Poorly graded gravels or gravel - sand mixture, little or no fines
GM	Silty gravels, gravel - sand silt mixtures
GC	Clayey gravels, gravel - sand - clay mixtures
SW	Well graded sands, gravelly sands, little or no fines
SP	Poorly graded sands or gravelly sands, little or no fines
SM	Silty sands, sand - silt mixtures
SC	Clayey sands, sand - clay mixtures
ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts
OL	Organic silts and organic silty clays of low plasticity
CL	Inorganic clays of low range plasticity, gravelly clays, sandy clays, silty clays, lean clays
MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
CH	Inorganic clays of high range plasticity, fat clays

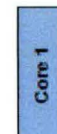
<b>ROCKS</b>	
<u>Symbols</u>	<u>Typical Names</u>
	Limestone or Dolomite
	Shale
	Sandstone

**SOIL PROPERTY SYMBOLS**

N:	Standard Penetration, BPF
M:	Moisture Content, %
LL:	Liquid Limit, %
PI:	Plasticity Index, %
Qp:	Pocket Penetrometer Value, TSF
Qu:	Unconfined Compressive Strength Estimated Qu, TSF
$\gamma_d$ :	Dry Unit Weight, PCF
F:	Fines Content

**SAMPLING SYMBOLS**

SS Split Spoon Sample

Relatively Undisturbed  
Sample

Rock Core Sample

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

**Driving Directions to Proposed Tower Site**  
**Site Name: Elk Lake Shores**

1. Beginning at the offices of the Owen County Judge Executive located at 100 N. Thomas Street, Owenton, KY, head north on Thomas Street.
2. Turn right onto Bryan Street.
3. Turn right onto N. Main/Ky-227.
4. Turn left onto Ky-330E and travel to site.
5. The coordinates for the site are 38°30'03.67" North latitude, 84°46'30.59" West longitude.



Prepared by:  
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Telephone: 502-955-4400 or 800-516-4293



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

Market: Lexington  
Cell Site Number: KYL01220  
Cell Site Name: Elk Lake Shores  
Fixed Asset Number: 13800821

## 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 Howard Wiggs and Nancy Wiggs, a husband and wife, having a mailing address of 445 Elk Lake Resort, Owenton, KY 40359 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at Hwy 330, Owenton, KY 40359 in the County of Owen, 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. Otherwise, the Option may not be sold, assigned or transferred without

the written consent of Landlord. 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 with consent of Landlord, 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 if 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.**

(a) 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.

(b) The above Permitted Use is limited by the following:

- (i) Any communications fixtures, related equipment, cables, accessories, antennas, towers and the like shall not exceed 265 feet in height without the written consent of Landlord. There shall not at any time be more than one structure exceeding 265 feet in height, with the exception that Tenant shall be permitted to erect a temporary tower at a height not to exceed 265 for a period of not more than six (6) months in the event the permanent tower is damaged or otherwise becomes inoperable.

- (ii) In the event Tenant elects to construct a fence on the Premises, such fence shall not exceed 8 feet in height and shall be constructed from woven or chain link (80% open) or wood or composite material. The use of barbed wire or sharp, pointed fences is prohibited.

### 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 (5<sup>th</sup>) 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 [REDACTED] 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. Either party may terminate the Holdover Term upon 30 days written notice to the other party. Monthly rental during any Holdover Term shall be equal to one hundred fifty percent (150%) of the Rent paid for the last month under any Initial Term or Extension Term.

(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 (5<sup>th</sup>) day of each calendar month in advance [REDACTED] (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

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

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

### 5. **APPROVALS.**

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



Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

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

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

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

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

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

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

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

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

7. **INSURANCE.**

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

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

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

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

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

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

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

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

#### **8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date, to the extent of Landlord's actual knowledge. 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 negligence 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, to Landlord's knowledge, and after reasonable investigation (i) the Leased Premises, 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. Tenant shall exercise reasonable care to minimize any noise, light, odor or other things that may constitute a nuisance when Accessing the Premises from the Property. 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. Tenant and its employees, agents and subcontractors shall ensure that any locked gates are securely closed and locked following their Access to the Property. 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 intentionally fails to provide the Access granted by this Section 12, excluding acts of nature beyond Landlord's control, such failure shall be a default under this Agreement. For such default, Landlord shall pay Tenant, as liquidated damages and not as a [REDACTED] 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. If Tenant shall be unable to obtain Access for any reason, Tenant shall immediately provide notice to those parties identified in Paragraph 17 to provide Landlord an opportunity to cure.

Tenant shall be solely responsible for the maintenance and upkeep of any easement granted to Tenant under this Section 12. However, Tenant shall not make any improvements, alterations, additions or changes to the surface of the property constituting the easement without the prior written consent of the Landlord. Landlord shall have concurrent use of any easement and Tenant shall not restrict Landlord's access thereto.

**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 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 two-foot 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 all areas of the Premises where Tenant does not have exclusive control, excepting any easement granted pursuant to Section 12, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis or quarterly basis. Landlord agrees that it will not include a markup on the utility charges exceeding ten percent (10%). 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 thirty (30) 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, or as soon as practicable, of any known 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 caused by Landlord or its agents 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 (ii) any and all other rights available to it under law and equity.

15. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate as defined herein, (b) to any entity with a net worth of at least [REDACTED] or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

16.

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 #KYL01220; Cell Site Name: Elk Lake Shores (KY)  
Fixed Asset No.: 13800821  
575 Morosgo Drive NE  
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #KYL01220; Cell Site Name: Elk Lake Shores (KY)  
Fixed Asset No.: 13800821  
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: Howard and Nancy Wiggs  
445 Elk Lake Resort  
Owenton, KY 40359

With a copy to: Brent and Jane Lynn Brown  
P.O. Box 110  
Warsaw, KY 41095  
859-630-5202

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 Premises 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. Tenant shall be responsible, and shall pay when due, any interest, costs, penalties or other amounts levied as a result of it contesting an assessment or tax.

(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 #KYL01220; Cell Site Name: Elk Lake Shores (KY)  
Fixed Asset No: 13800821  
575 Morosgo Drive NE  
Atlanta, GA 30324

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

(h) If at any time during the term of this Lease the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon Landlord in place or partly in place of any such taxes and shall be measured by or be based in whole or in part upon the rents or other income from the Premises, then Tenant shall pay to Landlord all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based.

## **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. 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 AND ACKNOWLEDGMENTS APPEAR ON NEXT PAGES]**

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

**"LANDLORD"**

Howard Wiggs and Nancy Wiggs

By: Howard Wiggs

Print Name: Howard Wiggs

Its: Owner

Date: 1-31-17

By: Nancy Wiggs

Print Name: Nancy Wiggs

Its: Owner

Date: 1/31/17

**LANDLORD ACKNOWLEDGMENT**

STATE OF KENTUCKY)

Gallatin ) ss:  
COUNTY OF OWEN

On the 31 day of January, ~~2016~~ <sup>2017</sup> before me, personally appeared Howard Wiggs and Nancy Wiggs, 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.

[Signature]  
Notary Public: KY, State of Ky  
My Commission Expires: 10/31/2020

**"TENANT"**

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

By: AT&T Mobility Corporation

Its: Manager

By: *[Signature]*

Print Name: Russell Barakat

Its: Area Manager - TN/KY

Date: 5/1/17

**TENANT ACKNOWLEDGMENT**

STATE OF ALABAMA

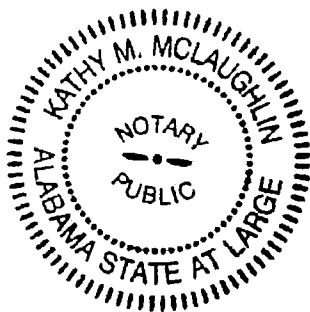
)

) ss:

COUNTY OF JEFFERSON

)

On the 1 day of May, 2017, before me personally appeared Russell Barakat 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.



*[Signature]*

Notary Public: Kathy M. McLaughlin

My Commission Expires: 10-26-2020

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 3

to the Option and Lease Agreement dated 11/11/11, 2011, by and between Howard Wiggs and Nancy Wiggs, a 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:  
DB 179, Pg 116

Three tracts of land located in Owen County, Kentucky, and described as follows:

**TRACT ONE:** A parcel of real estate situated on the west side of a farm lane, about two hundred feet south of Highway 330 and Old Elk Ridge Pike about eight-tenths of a mile east of its intersection with Highway 227, Owen County, Kentucky, being further bounded and described as follows: Commencing at a point in the center of Old Elk Ridge Pike, the northeast corner of Roy Bennett lot, of record in Deed Book 108, page 280, and the northwest corner of Jackie Lynn lot, of record in Deed Book 137, page 333, thence with the center of Old Elk Ridge Pike S 82 26 W 166.20 feet to a iron pin on the west edge of aforesaid farm lane, six feet west of center of and thirty six feet south of Highway 330 center, thence leaving Old Elk Ridge Pike with the west side of farm lane six feet west of center S 9 11 E 67.45 feet to a iron pin, S 19 02 E 113.81 feet to a iron pin and the true point of beginning of the hereinafter described parcel of real estate; thence continue with the west side of farm lane six feet west of center S 39 00 E 80.14 feet to a iron pin, S 27 46 E 145.60 feet to a iron pin, S 36 44 E 81.97 feet to a iron pin, thence leaving farm road S 80 55 W 194.22 feet to a iron pin, thence N 6 17 W 106.59 feet to a iron pin, thence N 11 16 E 185.08 feet to the place of beginning, containing .70 acre of land, more or less, also a ingress and egress easement over the farm lane aforementioned along the east side of this property and to Old Elk Ridge Pike. All records mentioned are recorded in the Owen County Clerk's Office. All iron pins mentioned are one-half inch diameter by twenty-four inch long rebars with a one inch diameter plastic cap marked RLS 819.

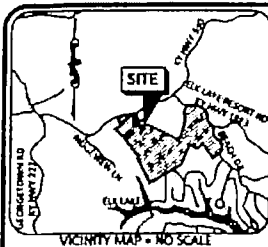


Being the same property by Howard Wiggs and Nancy Wiggs, husband and wife, to Roy Bennett and Steve Bennett, in survivorship, by deed dated February 28, 1991 and recorded in Deed Book 163, page 617, Owen County Clerk's Office.

**TRACT TWO:** A small lot of ground approximately 150 feet square located on the south side of the Owenton-Lusby Mill Road, Kentucky No. 330, and more particularly described as follows: Beginning at an iron stake in the center of the Old Elk Ridge Pike, thence south 150 feet with the line of the existing lane which runs from Highway No. 330 south to the residence of Valleanor Dillender, to an iron stake, thence east 150 feet with line of Valleanor Dillender, to an iron stake, thence east 150 feet with line of Valleanor Dillender to an iron stake, thence north 150 feet with the line of Valleanor Dillender to an iron stake in center of Old Elk Ridge Pike, thence west 150 feet following center of Old Elk Ridge Pike to the beginning.

**TRACT THREE:** A parcel of real estate situated about two hundred feet south of Highway 330, about eight-tenths of a mile east of its intersection with Highway 227, Owen County, Kentucky, being further bounded and described as follows: Beginning at a iron pin, the southeast corner of Roy Bennett lot, of record in Deed Book 108, page 280, and in the west line of Jackie Lynn, of record in Deed Book 137, page 333, thence with Bennett south line S 85 36 W 151.32 feet to a iron car axle (found) on the east side of a private drive, thence a new division line through the land of grantor along the east side of said private drive S 20 39 E 27.58 feet to a iron pin, S 39 21 E 79.52 feet to a iron pin, S 27 39 E 106.01 feet to a iron pin, thence leaving the east side of said private drive and continue with a new division line N 62 29 E 85.18 feet to a fifteen inch ash, corner to aforesaid Jackie Lynn, thence with Lynn west line N 12 30 W 157.18 feet to the place of beginning containing 0.46 acres of land more or less. All records mentioned are recorded in the Owen County Clerk's Office. All iron pins mentioned are one-half inch diameter by twenty-four inch long rebar with a one inch diameter plastic cap marked RLS 819.

Being the same property conveyed by Johnny Bennett and Janet Bennett, both single persons, to Steve Bennett and Debbie Bennett, husband and wife, by deed dated October 14, 1992 and recorded in Deed Book 168, page 670, Owen County Clerk's Office.



0° 35' 54" N  
 BASED ON KENTUCKY STATE  
 PLANE SINGLE ZONE AND  
 DETERMINED BY GPS OBSERVATIONS  
 COMPLETED ON MARCH 8, 2017

#### GLOBAL POSITIONING SYSTEMS NOTE

1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KOT) VME NETWORK, HAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOD12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.03" TO 0.07" HORIZONTALLY.
3. SPK CINA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

#### GENERAL NOTES

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09". FOR A PRECISION OF 1:34,560 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 PROPOSED LEASE AREA, THE PROPOSED 30' ACCESS & UTILITY EASEMENTS AND A PORTION OF THE PARENT PARCEL SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PARCEL NUMBER 218700150C, DATED JUNE 2, 2011. A PORTION OF THE PARENT PARCEL IS IN COMMUNITY-PARCEL NUMBER 218700225C, DATED JUNE 2, 2011.

#### FAA COORDINATE POINT

HAD 83  
 LATITUDE: 38°30'03.67"  
 LONGITUDE: 84°46'30.59"  
 HAD 88  
 ELEVATION: 937.5 AHSI  
 NORTHING: 4073595.763  
 EASTING: 5200225.140

#### TEMPORARY BENCHMARK

NORTHING: 4073588.052  
 EASTING: 5200180.097  
 ELEVATION: 928.28'  
 LOCATION: A SET 1/2" REBAR W/PEO CAP STAMPED "POD TRV" 526'21" 42" FROM THE NORTHERN MOST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 075-00-00-015.00  
 HOWARD A. TOMS, SR. &  
 JEANETTE R. TOMS  
 DEED BOOK 209, PAGE 543

PREPARED BY:  
**POD**  
 KYMELER DIVISION  
 4400 BLUESHALL PARKWAY  
 LOUISVILLE, KY 40258  
 (502) 451-1000

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

#### SITE SURVEY

REV	DATE	DESCRIPTION
A	3.25.17	PERMITS ISSUE WITH TITLE
0	4.7.17	COULD AS FINAL

#### SITE INFORMATION

**ELK LAKE SHORES**  
 KENTUCKY HIGHWAY 330  
 OWENSON, KY 40359  
 OWEN COUNTY  
 TAX PARCEL NUMBER:  
 075-00-00-014.00  
 PROPERTY OWNER:  
 HOWARD & NANCY WIGGS  
 LOT #2  
 445 ELK LAKE RESORT  
 OWENSON, KY 40359  
 SOURCE OF TITLE:  
 DEED BOOK 179, PAGE 116  
 DEED BOOK 165, PAGE 342

#### SITE NUMBER

KYLD1220

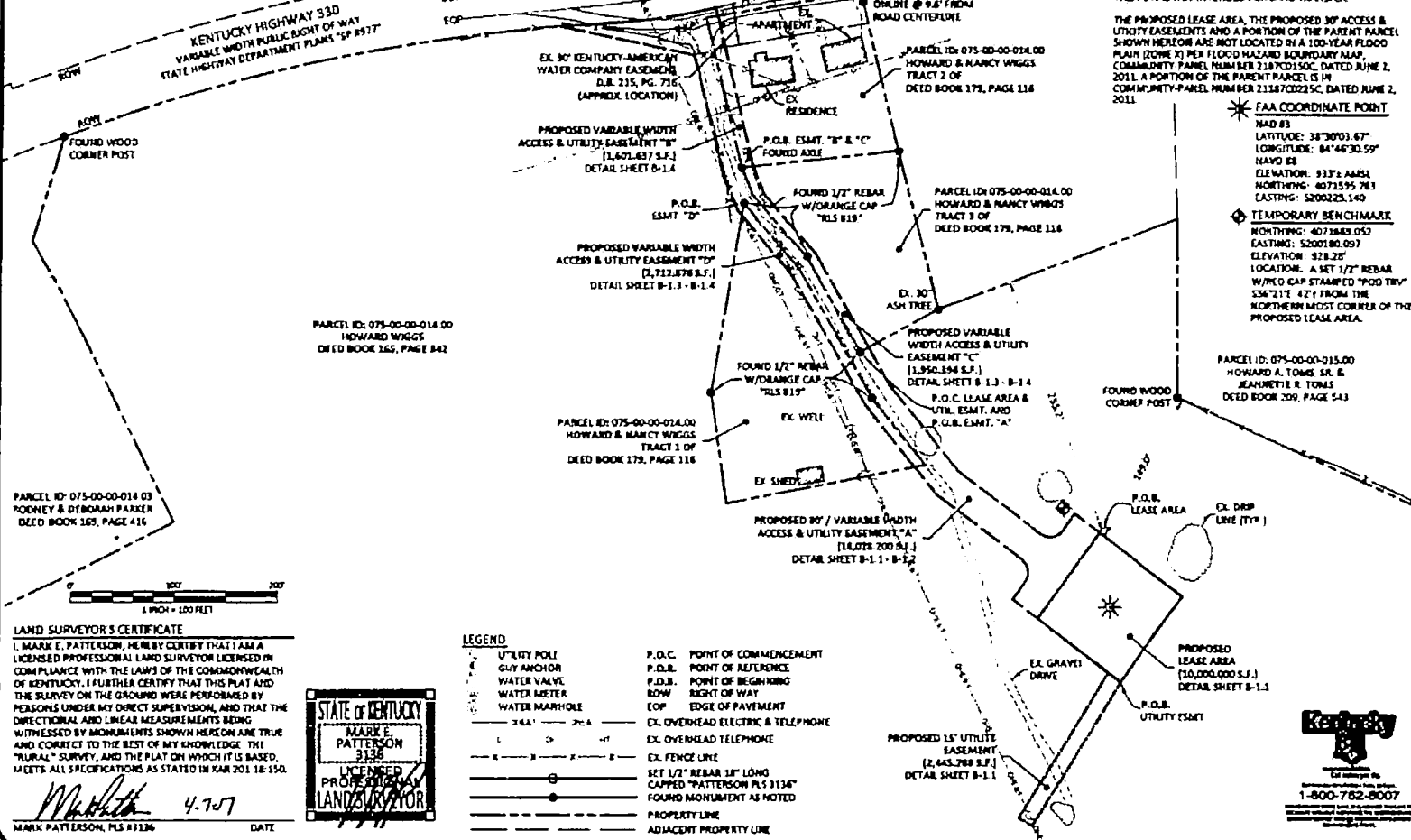
POD NUMBER: 17-13013  
 DRAWN BY: DAP  
 CHECKED BY: MFP  
 SURVEY DATE: 3.8.17  
 PLAT DATE: 3.25.17

#### SHEET TITLE:

#### SITE SURVEY

#### SHEET NUMBER

B-1



**LAND SURVEYOR'S CERTIFICATE**  
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18.350.

MARK E. PATTERSON, PLS #1336  
 DATE 4.7.17



*Howard & Nancy Wiggs*

## **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

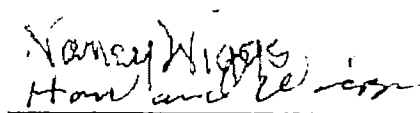
Re: Authorized Access granted to AT&T

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**

**Elk Lake Shores Notice List**

WIGGS HOWARD & NANCY  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

WIGGS HOWARD  
445 ELK LAKE RESORT  
OWENTON, KY 40359

PARKER RODNEY & DEBORAH  
665 HWY 330  
OWENTON, KY 40359

ELKINS SEAN LEWIS & CHARLOTTE  
P O BOX 403  
OWENTON, KY 40359

SIGRETTO LLC  
ATTN: CURTIS SIGRETTO  
150 HWY 330  
OWENTON, KY 40359

TURKEY RIDGE FARM LLC  
463 EAST MAIN ST  
LEXINGTON, KY 40507

LYNN JACKIE & PATSY  
855 HWY 330  
OWENTON, KY 40359

TOMS HOWARD A SR & JEANNETTE R  
1085 HWY 330  
OWENTON, KY 40359

LUTZ TRAVIS  
441 WEST SECOND ST, 410  
LEXINGTON, KY 40507

WALLS DAN CHARLES  
AND JARED WALLS  
5240 VENETIAN WAY  
MORROW, OH 45152

ALDRIDGE RONALD & PATRICIA

515 ELK LAKE RESORT RD  
OWENTON, KY 40359

BROWN GEORGE W & VICTORIA  
% VICKY RUNYAN  
822 THORNTON  
DAYTON, KY 41074

CUNNINGHAM DIANE &  
MICHELLE P O'DONNELL  
5896 PRICE RD  
MILFORD, OH 45150

ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359

ENGLAND STEVE & PAMELA  
105 ROBERT RD  
NICHOLASVILLE, KY 40356

ELK LAKE PROPERTY OWNERS ASSOC AND  
OSCAR RAY & WILLIA MAE LEA  
445 ELK LAKE RESORT RD  
OWENTON, KY 40359

KENTUCKY AMERICAN WATER  
2300 RICHMOND RD  
LEXINGTON, KY 40502

NOWICKE MARIE JUNE  
#1012  
8506 ATRIUM DR  
LOUISVILLE, KY 40220

HOOP GARY E & PATRICIA D  
585 RIDGEVIEW LN  
OWENTON, KY 40359

ELKINS SEAN LEWIS &  
CHARLOTTE FIELDS ELKINS  
550 HWY 330  
OWENTON, KY 40359

**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: Elk Lake Shores**

Dear Landowner:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Kentucky Highway 330, Owenton, Kentucky (38°30'03.67" North latitude, 84°46'30.59" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 10-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 2018-00015 in any correspondence sent in connection with this matter.

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

We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the area. Please feel free to contact us toll free at (800) 516-4293 if you have any comments or questions about this proposal.

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosure



**Driving Directions to Proposed Tower Site**  
**Site Name: Elk Lake Shores**

1. Beginning at the offices of the Owen County Judge Executive located at 100 N. Thomas Street, Owenton, KY, head north on Thomas Street.
2. Turn right onto Bryan Street.
3. Turn right onto N. Main/Ky-227.
4. Turn left onto Ky-330E and travel to site.
5. The coordinates for the site are 38°30'03.67" North latitude, 84°46'30.59" West longitude.



Prepared by:  
Robert W. Grant  
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

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE OWEN COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 8, 2017 AND RE-VERIFIED ON DECEMBER 5, 2017. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING RECORDS. THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.

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

**POD**  
POWER OF DESIGN  
11400 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40220  
800-437-8282

MasTec



REV	DATE	DESCRIPTION
A	12.5.17	ISSUED FOR REVIEW
0	1.9.17	ISSUED AS FINAL

**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY  
**TAX PARCEL NUMBER:**  
075-00-00-014.00  
**PROPERTY OWNER:**  
HOWARD & NAUCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
**SOURCE OF TITLE:**  
DEED BOOK 179, PAGE 116  
DEED BOOK 163, PAGE 342

POD NUMBER:	17-13012
DRAWN BY:	DAP
CHECKED BY:	MEP
SURVEY DATE:	3.8.17
PLAT DATE:	12.5.17

### 500' RADIUS AND ABUTTERS MAP

**B-2**

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

**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.

1/9/2018  
MARK PATTERSON, PLS #3136

(A1) PARCEL ID: 075-00-00-014.00  
WIGGS HOWARD & NANCY  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

PARCEL ID: 075-00-00-014.00 D2  
WIGGS HOWARD  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
(APARTMENT)

(B1) PARCEL ID: 075-00-00-014.03  
PARKER RODNEY & DEBORAH  
685 HWY 330  
OWENTON, KY 40359

(C1) PARCEL ID: 075-00-00-014.05  
ELKINS SEAN LEWIS & CHARLOTTE  
P O BOX 403  
OWENTON, KY 40359

(D1) PARCEL ID: 075-00-00-013.00  
SIGRETTO LLC  
#101: CURTIS SIGRETTO  
150 HWY 330  
OWENTON, KY 40359

(E1) PARCEL ID: 075-00-00-013.01  
TURKEY RIDGE FARM LLC  
463 EAST MAIN ST  
LEXINGTON, KY 40507

(F1) PARCEL ID: 075-00-00-014.02  
LYNN JACKIE & PATSY  
855 HWY 330  
OWENTON, KY 40359

(G1) PARCEL ID: 075-00-00-015.00  
TOMAS HOWARD A SR & JEANNETTE R  
1085 HWY 330  
OWENTON, KY 40359

(H1) PARCEL ID: 084-00-00-011.00  
LUTZ TRAVIS  
441 WEST SECOND ST, 410  
LEXINGTON, KY 40507

(I1) PARCEL ID: 075-00-00-025.01  
WALLS DAN CHARLES  
AND JARED WALLS  
5240 VENETIAN WAY  
MORROW, OH 45152

(J1) PARCEL ID: 075-00-00-025.04  
ALDRIDGE RONALD & PATRICIA  
515 ELK LAKE RESORT RD  
OWENTON, KY 40359

(K1) PARCEL ID: 075-80-02-078.00  
BROWN GEORGE W & VICTORIA  
% VICKY RUNYAN  
DAYTON, KY 41074

(L1) PARCEL ID: 075-80-00-045.00  
CUNNINGHAM DIANE &  
MICHELLE P O'DONNELL  
5894 PRICE RD  
MILFORD, OH 45150

(M1) PARCEL ID: 075-80-02-049.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359

(N1) PARCEL ID: 075-80-04-001.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359

(O1) PARCEL ID: 075-80-04-091.00  
ENGLAND STEVE & PAMELA  
105 ROBERT RD  
NICHOLASVILLE, KY 40356

(P1) PARCEL ID: 075-80-04-092.00  
ELK LAKE PROPERTY OWNERS ASSOC AND  
OSCAR RAY & WILLIAM MAE LEA  
445 ELK LAKE RESORT RD  
OWENTON, KY 40359

PARCEL ID: 075-80-04-092.00 D2  
KENTUCKY AMERICAN WATER  
2300 RICHMOND RD  
LEXINGTON, KY 40502  
(EASEMENT ON LOT 492)

(Q1) PARCEL ID: 075-80-04-093.00  
NOWWICK MARIE JUNE  
#1012  
#508 ATRIUM DR  
LOUISVILLE, KY 40220

(R1) PARCEL ID: 075-00-00-023.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359

(S1) PARCEL ID: 075-00-00-014.04  
HOOP GARY E & PATRICIA D  
585 RIDGEVIEW LN  
OWENTON, KY 40359

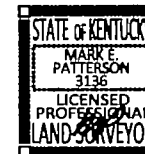
(T1) PARCEL ID: 075-00-00-014.07  
ELKINS SEAN LEWIS &  
CHARLOTTE FIELDS ELKINS  
550 HWY 330  
OWENTON, KY 40359

## GENERAL NOTE:

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- NOT FOR RECORDING OR PROPERTY TRANSFER.

## NOTE:

PARCEL NUMBERS ARE OF  
RECORD IN THE OWEN COUNTY  
PROPERTY VALUATION  
ADMINISTRATOR OFFICE.



## CERTIFICATE

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

*Mark Patterson* 1/9/2018  
MARK PATTERSON, PLS #3136 DATE



## EXHIBIT

REV.	DATE	DESCRIPTION
A	12.5.17	ISSUED FOR REVIEW
O	1.9.17	ISSUED AS FINAL

SITE INFORMATION:  
ELK LAKE SHORES  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

TAX PARCEL NUMBER:  
075-00-00-014.00

PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 179, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYLO1220

POD NUMBER: 17-13012  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 12.5.17

## SHEET TITLE:

500' RADIUS AND  
ABUTTERS MAP

SHEET NUMBER:

B-2.1

**EXHIBIT L**  
**COPY OF COUNTY JUDGE/EXECUTIVE NOTICE**



**VIA CERTIFIED MAIL**

Hon. Casey Ellis  
Owen County Judge Executive  
100 North Thomas Street  
Owenton, KY 40359

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

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2018-00015  
Site Name: Elk Lake Shores

Dear Judge Ellis:

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Kentucky Highway 330, Owenton, Kentucky (38°30'03.67" North latitude, 84°46'30.59" West longitude). The proposed facility will include a 255-foot tall antenna tower, plus a 10-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 2018-00015 in any correspondence sent in connection with this matter.

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

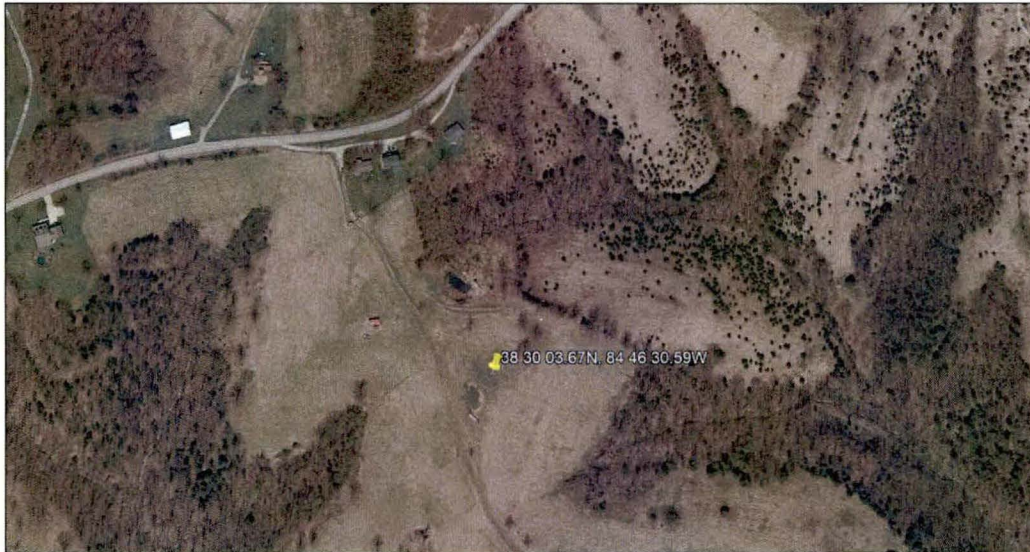
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,  
David A. Pike  
Attorney for Applicant  
enclosures

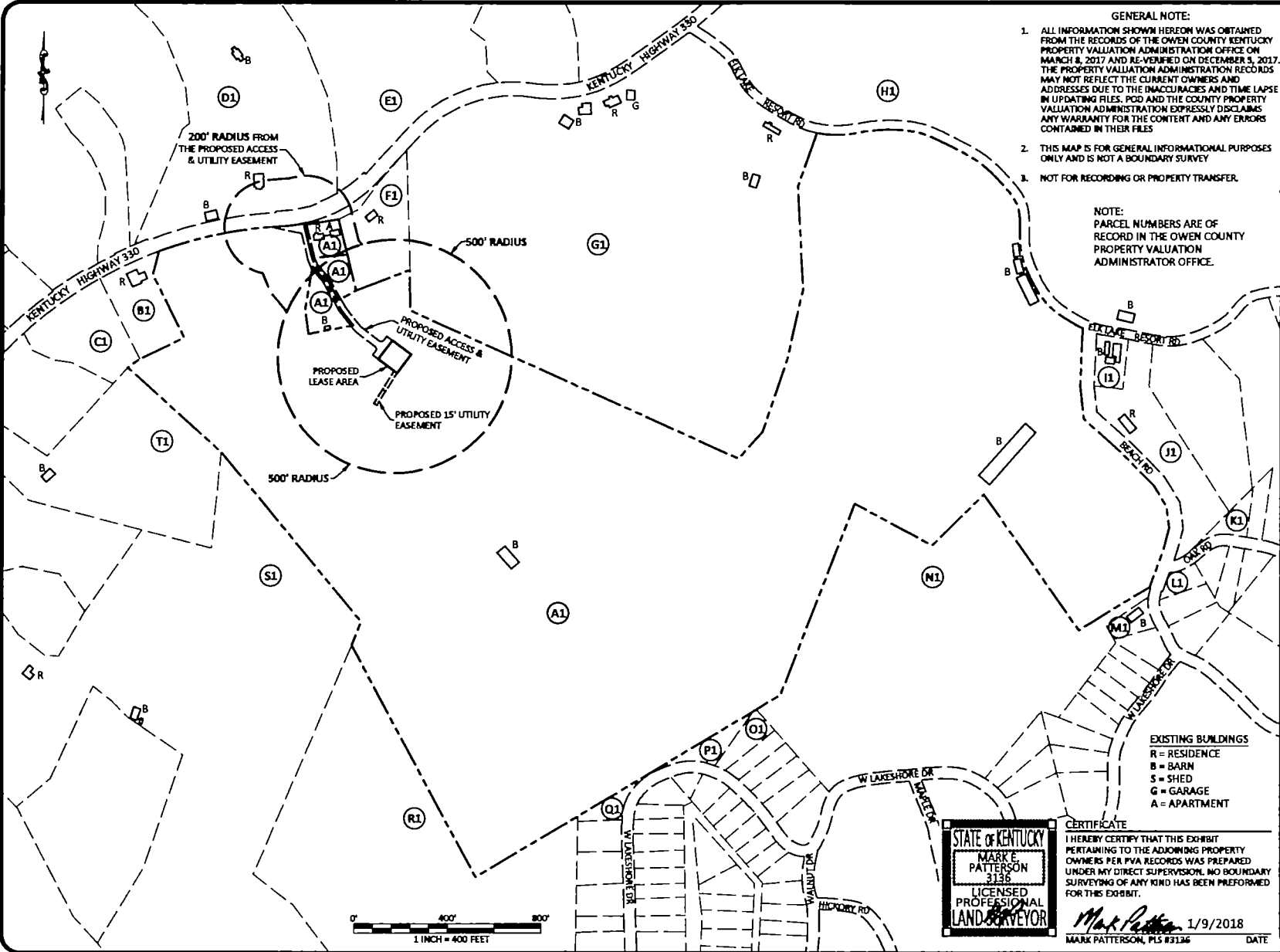


**Driving Directions to Proposed Tower Site**  
**Site Name: Elk Lake Shores**

1. Beginning at the offices of the Owen County Judge Executive located at 100 N. Thomas Street, Owenton, KY, head north on Thomas Street.
2. Turn right onto Bryan Street.
3. Turn right onto N. Main/Ky-227.
4. Turn left onto Ky-330E and travel to site.
5. The coordinates for the site are 38°30'03.67" North latitude, 84°46'30.59" West longitude.



Prepared by:  
Robert W. Grant  
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:
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  2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
  3. NOT FOR RECORDING OR PROPERTY TRANSFER.

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

PREPARED BY:  
**POD**  
POWER OF DESIGN  
11480 BLUEGRASS PARKWAY  
LOUISVILLE, KY 40298  
502-437-4337

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

EXHIBIT		
REV.	DATE	DESCRIPTION
A	12.5.17	ISSUED FOR REVIEW
O	1.9.17	ISSUED AS FINAL

SITE INFORMATION:  
**ELK LAKE SHORES**  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY  
  
TAX PARCEL NUMBER:  
079-00-00-014.00  
  
PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
  
SOURCE OF TITLE:  
DEED BOOK 178, PAGE 116  
DEED BOOK 165, PAGE 342

SITE NUMBER:  
KYL01220  
  
POD NUMBER: 17-13012  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 12.5.17

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

SHEET NUMBER:  
**B-2**

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

CERTIFICATE  
I HEREBY CERTIFY THAT THIS EXHIBIT  
PERTAINING TO THE ADJOINING PROPERTY  
OWNERS PER PVA RECORDS WAS PREPARED  
UNDER MY DIRECT SUPERVISION. NO BOUNDARY  
SURVEYING OF ANY KIND HAS BEEN PERFORMED  
FOR THIS EXHIBIT.  
*Mark Patterson* 1/9/2018  
MARK PATTERSON, PLS #3136 DATE

(A1) PARCEL ID: 075-00-00-014.00  
WIGGS HOWARD & NANCY  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

PARCEL ID: 075-00-00-014.00 D2  
WIGGS HOWARD  
445 ELK LAKE RESORT  
OWENTON, KY 40359  
(APARTMENT)

(B1) PARCEL ID: 075-00-00-014.03  
PARKER RODNEY & DEBORAH  
665 HWY 330  
OWENTON, KY 40359

(C1) PARCEL ID: 075-00-00-014.05  
ELKINS SEAN LEWIS & CHARLOTTE  
P O BOX 403  
OWENTON, KY 40359

(D1) PARCEL ID: 075-00-00-013.00  
SIGRETTO LLC  
#001: CURTIS SIGRETTO  
150 HWY 330  
OWENTON, KY 40359

(E1) PARCEL ID: 075-00-00-013.01  
TURNKEY RIDGE FARM LLC  
463 EAST MAIN ST  
LEXINGTON, KY 40507

(F1) PARCEL ID: 075-00-00-014.02  
LYNN JACKIE & PATSY  
855 HWY 330  
OWENTON, KY 40859

(G1) PARCEL ID: 075-00-00-015.00  
TOMAS HOWARD A SR & JEANNETTE R  
1085 HWY 330  
OWENTON, KY 40359

(H1) PARCEL ID: 084-00-00-011.00  
LUTZ TRAVIS  
441 WEST SECOND ST, 410  
LEXINGTON, KY 40507

(I1) PARCEL ID: 075-00-00-023.01  
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AND JARED WALLS  
5240 VENETIAN WAY  
MORROW, OH 45152

(J1) PARCEL ID: 075-00-00-025.04  
ALDRIDGE RONALD & PATRICIA  
515 ELK LAKE RESORT RD  
OWENTON, KY 40359

(K1) PARCEL ID: 075-80-02-078.00  
BROWN GEORGE W & VICTORIA  
% VICKY BRYMAN  
822 THORNTON  
DAYTON, KY 41074

(L1) PARCEL ID: 075-80-00-045.00  
CUNNINGHAM DIANE &  
MICHELLE P O'DONNELL  
5896 PRICE RD  
MELFORD, OH 45150

(M1) PARCEL ID: 075-80-02-049.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359

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ELK LAKE PROPERTY OWNERS ASSOC  
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OWENTON, KY 40359

(O1) PARCEL ID: 075-80-04-091.00  
ENGLAND STEVE & PAMELA  
105 ROBERT RD  
NICHOLASVILLE, KY 40356

(P1) PARCEL ID: 075-80-04-092.00  
ELK LAKE PROPERTY OWNERS ASSOC AND  
OSCAR RAY & WILLIAM MAE LEA  
445 ELK LAKE RESORT RD  
OWENTON, KY 40359

PARCEL ID: 075-80-04-092.00 D2  
KENTUCKY AMERICAN WATER  
2300 RICHMOND RD  
LEXINGTON, KY 40502  
(EASEMENT ON LOT 482)

(Q1) PARCEL ID: 075-80-04-093.00  
NOWICKI MARIE JUNE  
#1012  
8506 ATRIUM DR  
LOUISVILLE, KY 40220

(R1) PARCEL ID: 075-00-00-023.00  
ELK LAKE PROPERTY OWNERS ASSOC  
445 ELK LAKE RESORT  
OWENTON, KY 40359

(S1) PARCEL ID: 075-00-00-014.04  
HOOP GARY E & PATRICIA D  
585 RIDGEVIEW LN  
OWENTON, KY 40359

(T1) PARCEL ID: 075-00-00-014.07  
ELKINS SEAN LEWIS &  
CHARLOTTE FIELDS ELKINS  
550 HWY 330  
OWENTON, KY 40359

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RECORD IN THE OWEN COUNTY  
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OWNERS PER PVA RECORDS WAS PREPARED  
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SURVEYING OF ANY KIND HAS BEEN PERFORMED  
FOR THIS EXHIBIT.

*Mark Patterson* 1/9/2018  
MARK PATTERSON, PLS #3136 DATE



## EXHIBIT

REV.	DATE	DESCRIPTION
A	12.5.17	ISSUED FOR REVIEW
D	1.9.17	ISSUED AS FINAL

SITE INFORMATION:  
ELK LAKE SHORES  
KENTUCKY HIGHWAY 330  
OWENTON, KY 40359  
OWEN COUNTY

TAX PARCEL NUMBER:  
075-00-00-014.00

PROPERTY OWNER:  
HOWARD & NANCY WIGGS  
LOT #2  
445 ELK LAKE RESORT  
OWENTON, KY 40359

SOURCE OF TITLE:  
DEED BOOK 178, PAGE 116  
DEED BOOK 163, PAGE 342

SITE NUMBER:  
KYLO1220

POD NUMBER: 17-13012  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 3.8.17  
PLAT DATE: 12.5.17

SHEET TITLE:

500' RADIUS AND  
ABUTTERS MAP

SHEET NUMBER:

B-2.1

**EXHIBIT M**  
**COPY OF POSTED NOTICES**

**SITE NAME: ELK LAKE SHORES**  
**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 2018-00015 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 2018-00015 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 TELEFAX: 502-484-3221**

Owenton News Herald  
Attn: Public Notice Ad Placement  
154 West Bryan Street  
Owenton, KY 40359

RE: Legal Notice Advertisement  
Site Name: Elk Lake Shores

Dear Owenton News Herald:

Please publish the following legal notice advertisement in the next edition of *The Owenton News Herald*:

**NOTICE**

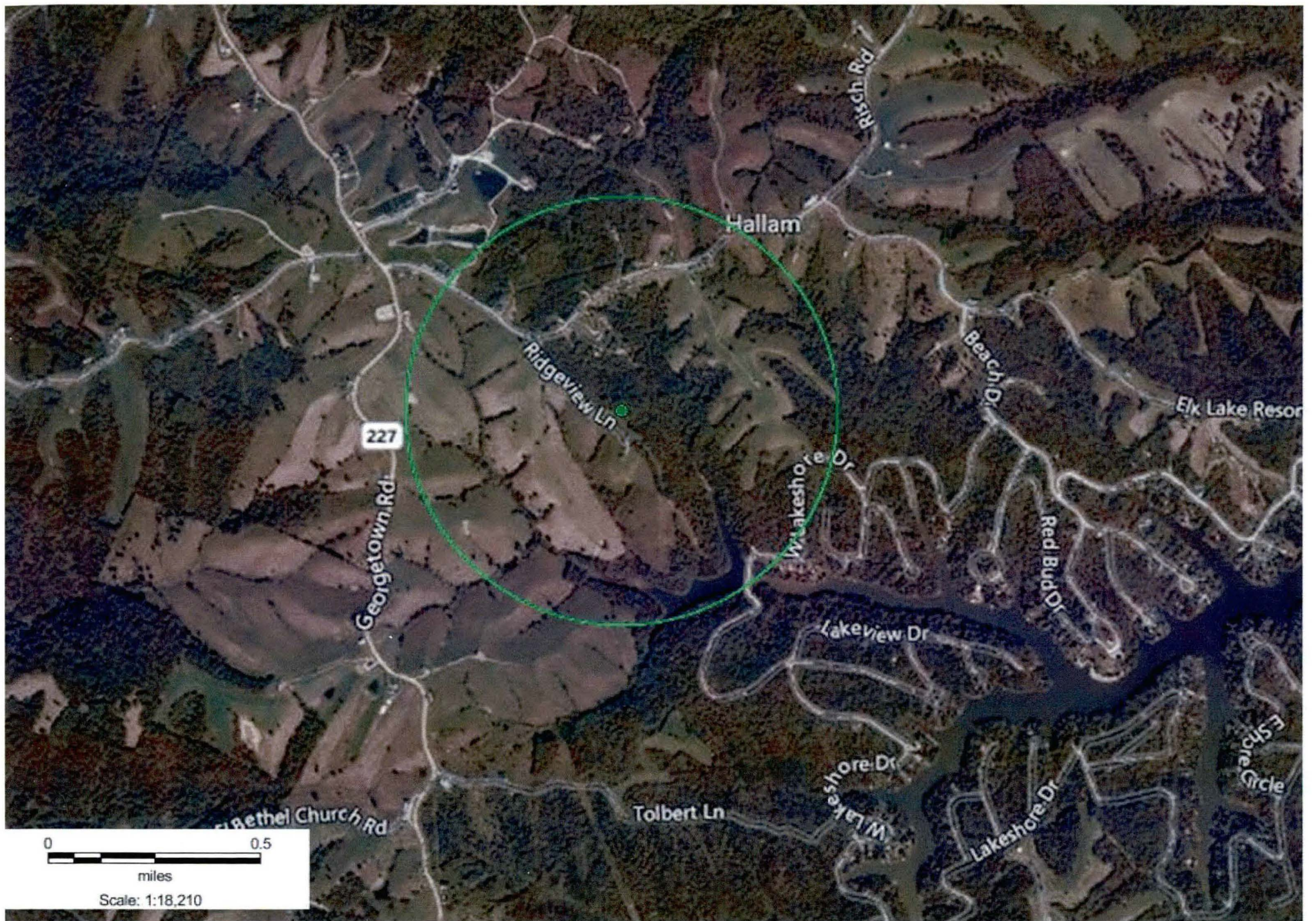
**New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at Kentucky Highway 330, Owenton, Kentucky (38°30'03.67" North latitude, 84°46'30.59" 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 2018-00015 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,  
Robert W. Grant  
Pike Legal Group, PLLC

**EXHIBIT N**  
**COPY OF RADIO FREQUENCY DESIGN SEARCH AREA**





Lat: 38.497763  
Lon: -84.77935  
Radius: .5 miles

Elk Lake Shores Search Area