

RECEIVED

DEC 27 2018

PUBLIC SERVICE  
COMMISSION

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

In the Matter of:

THE APPLICATION OF	)	
NEW CINGULAR WIRELESS PCS, LLC,	)	
A DELAWARE LIMITED LIABILITY COMPANY,	)	
D/B/A AT&T MOBILITY	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2018-00417
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF WHITLEY	)	

SITE NAME: CUMBERLAND FALLS HWY FN

\*\*\*\*\*

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

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

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

1. The complete name and address of the Applicant: New Cingular Wireless, PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility having a local address of Meidinger Tower, 462 S. 4<sup>th</sup> Street, Suite 2400, Louisville, 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 10256 Cumberland Falls Highway, Williamsburg, Kentucky 40769 (36°51'25.63" North latitude, 84°13'44.32" 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 Keith and Kim Walker pursuant to a Deed recorded at Deed Book 414, Page 139 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

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

as part of **Exhibit B**.

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

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

11. Documentation confirming that notice to the Federal Aviation Administration ("FAA") is not required for this site is attached as **Exhibit E**.

12. Documentation confirming that Kentucky Airport Zoning Commission ("KAZC") approval is not required for this site is attached as **Exhibit F**.

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

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

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

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

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

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

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

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

20. Applicant has notified every person who, according to the records of the

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

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

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

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

heavily wooded. There are no existing residential structures within 500' of the proposed tower site.

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

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

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: [dpik@pikelegal.com](mailto:dpik@pikelegal.com)

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

Respectfully submitted,



---

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

## LIST OF EXHIBITS

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

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

**REFERENCE COPY**

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



**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

<b>Call Sign</b> KNKN673	<b>File Number</b>
<b>Radio Service</b> CL - Cellular	
<b>Market Numer</b> CMA453	<b>Channel Block</b> A
<b>Sub-Market Designator</b> 0	

FCC Registration Number (FRN): 0003291192

<b>Market Name</b> Kentucky 11 - Clay
--

<b>Grant Date</b> 08-30-2011	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 10-01-2021	<b>Five Yr Build-Out Date</b>	<b>Print Date</b>
---------------------------------	-------------------------------------	--------------------------------------	-------------------------------	-------------------

**Site Information:**

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

<b>Antenna: 1</b>									
<b>Maximum Transmitting ERP in Watts:</b> 140.820									
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500	
Transmitting ERP (watts)	80.790	33.632	2.346	0.254	0.164	0.164	5.156	40.160	
<b>Antenna: 2</b>									
<b>Maximum Transmitting ERP in Watts:</b> 140.820									
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500	
Transmitting ERP (watts)	1.159	16.802	80.666	104.784	22.590	1.407	0.209	0.204	
<b>Antenna: 3</b>									
<b>Maximum Transmitting ERP in Watts:</b> 140.820									
Azimuth(from true north)	0	45	90	135	180	225	270	315	
Antenna Height AAT (meters)	164.200	142.000	198.300	134.200	151.500	124.900	186.500	184.500	
Transmitting ERP (watts)	0.393	0.106	0.095	1.187	9.994	34.712	26.126	3.238	

**Conditions:**

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

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

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	514.300	514.900	478.800	557.800	452.400	334.800	345.400	421.600
Transmitting ERP (watts)	41.864	12.118	1.035	0.164	0.104	0.102	0.886	11.503

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	514.300	514.900	478.800	557.800	452.400	334.800	345.400	421.600
Transmitting ERP (watts)	0.286	0.947	0.706	0.874	0.879	0.224	0.101	0.109

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

Address: 21834 HIGHWAY 160 (76432)

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	316.700	319.800	30.000	54.700	30.000	198.900	238.900	287.300
Transmitting ERP (watts)	112.719	46.762	8.219	1.163	0.285	0.298	5.383	44.574

Antenna: 2

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	316.700	319.800	30.000	54.700	30.000	198.900	238.900	287.300
Transmitting ERP (watts)	0.636	12.989	91.274	94.955	26.405	2.175	0.841	0.311

Antenna: 3

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	316.700	319.800	30.000	54.700	30.000	198.900	238.900	287.300
Transmitting ERP (watts)	1.458	0.224	0.588	1.866	27.246	84.787	72.123	11.074

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

Address: 895 WAGON WHEEL ROAD (76433)

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

Antenna: 1

Maximum Transmitting ERP in Watts:	140.820							
Azimuth(from true north)	0	45	90	135	180	225	270	315
Antenna Height AAT (meters)	159.200	160.200	107.400	125.700	101.200	58.800	107.500	145.600
Transmitting ERP (watts)	24.755	89.034	70.279	10.065	1.351	0.211	0.387	1.828

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

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

Antenna: 2

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

Antenna: 3

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

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

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

Antenna: 1

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

Antenna: 2

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

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

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

Antenna: 1

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

Antenna: 2

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 2255 DAVIDSON FORK ROAD (76424)

City: THOUSAND STICKS County: LESLIE State: KY Construction Deadline: 02-23-2013

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: RO7 PO BOX 264E BIRD BRANCH ROAD (76437)

City: PINEVILLE County: BELL State: KY Construction Deadline: 02-23-2013

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: 3017 NORTH US HIGHWAY 421 (76355)

City: BAXTER County: HARLAN State: KY Construction Deadline: 02-23-2013

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
----------	----------	-----------	---------------------------	-------------------------------	------------------------------------

19	36-53-53.5 N	083-19-27.0 W	858.6	35.4	
----	--------------	---------------	-------	------	--

Address: 3017 NORTH US HIGHWAY 421 (76355)

City: BAXTER County: HARLAN State: KY Construction Deadline: 02-23-2013

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
----------	----------	-----------	---------------------------	-------------------------------	------------------------------------

22	37-09-01.0 N	083-41-03.6 W	484.0	94.4	1267062
----	--------------	---------------	-------	------	---------

Address: Bear Creek Rd (87003)

City: Hector County: CLAY State: KY Construction Deadline: 02-23-2013

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

Location	Latitude	Longitude	Ground Elevation (meters)	Structure Hgt to Tip (meters)	Antenna Structure Registration No.
----------	----------	-----------	---------------------------	-------------------------------	------------------------------------

23	37-08-58.7 N	083-45-07.4 W	452.6	96.0	1043808
----	--------------	---------------	-------	------	---------

Address: LUCAS ROAD ON TOP OF HILL (76428)

City: MANCHESTER County: CLAY State: KY Construction Deadline:

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: LUCAS ROAD ON TOP OF HILL (76428)

City: MANCHESTER County: CLAY State: KY Construction Deadline:

Antenna: 3

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

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

Address: 3700 WATTS CREEK TOWER ROAD (76431)

City: WALLINS CREEK County: HARLAN State: KY Construction Deadline:

Antenna: 1

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

Antenna: 2

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

Antenna: 3

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

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

Address: 131 AMESBURY STREET (76438)

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

Antenna: 1

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

Antenna: 2

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNKN673

File Number:

Print Date:

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

Address: 131 AMESBURY STREET (76438)

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

Antenna: 3

Maximum Transmitting ERP in Watts: 140.820

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

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

Address: RURAL ROUTE 1 BOX 109 (76441)

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

Antenna: 1

Maximum Transmitting ERP in Watts: 140.820

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

Antenna: 2

Maximum Transmitting ERP in Watts: 140.820

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

Control Points:

Control Pt. No. 1

Address: 1650 LYNDON FARMS COURT

City: LOUISVILLE County: State: KY Telephone Number: (502)329-4700

Waivers/Conditions:

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

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

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

**Call Sign:** KNKN673

**File Number:**

**Print Date:**

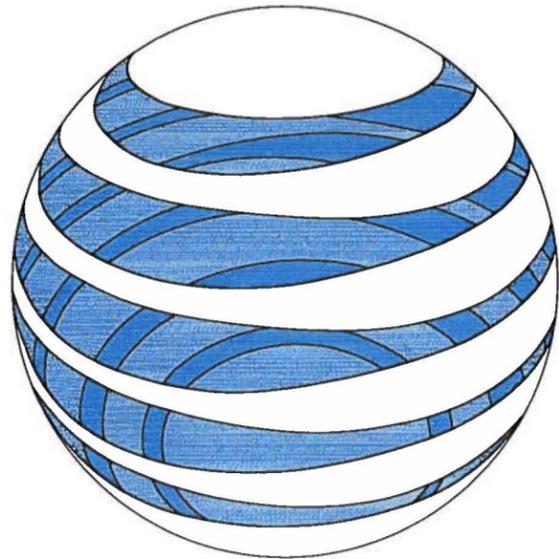
Commission approval of this application and the licenses contained therein are subject to the conditions set forth in the Memorandum Opinion and Order, adopted on December 29, 2006 and released on March 26, 2007, and revised in the Order on Reconsideration, adopted and released on March 26, 2007. See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

Reference Copy

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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



# at&t

SITE NAME:

## CUMBERLAND FALLS HWY FN

SITE NUMBER:

-

PROPOSED RAW LAND SITE WITH 195' MONOPOLE W/ 4' LIGHTNING ARRESTOR AND INSTALLATION OF A VERTIV 80" x 80" WALK-IN CABINET ON A STEEL PLATFORM & GENERAC 30KW DIESEL GENERATOR ON A CONCRETE PAD

SHEET INDEX	
T-1	TITLE SHEET & PROJECT INFORMATION
<b>SURVEY:</b>	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-1.4	SITE SURVEY
B-1.5	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
<b>CIVIL:</b>	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
<b>FIRE DEPARTMENT</b>	OAK GROVE VOLUNTARY FIRE DEPARTMENT PHONE: (606) 528-3362
<b>POLICE DEPARTMENT</b>	WHITLEY COUNTY SHERIFF'S DEPARTMENT PHONE: (606) 549-6006
<b>ELECTRIC COMPANY</b>	CUMBERLAND VALLEY ELECTRIC PHONE: (606) 528-2677
<b>TELEPHONE COMPANY</b>	AT&T PHONE: (606) 523-1888

PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:

STATE OF KENTUCKY  
MARK E. PATTERSON  
16,308  
PROFESSIONAL ENGINEER  
12/20/2018  
EN PERMIT: 3594

### ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.17.18	ISSUED AS FINAL

SITE INFORMATION:

**CUMBERLAND FALLS HWY FN**  
10256 CUMBERLAND FALLS HIGHWAY  
WILLIAMSBURG, KY 40769  
WHITLEY COUNTY

SITE NUMBER:  
-

POD NUMBER: 18-21024  
DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 12.5.18

### TITLE SHEET & PROJECT INFORMATION

SHEET NUMBER:  
**T-1**

VICINITY MAP

SCALE: NONE

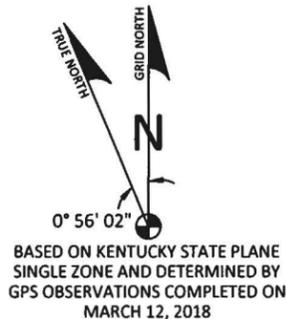
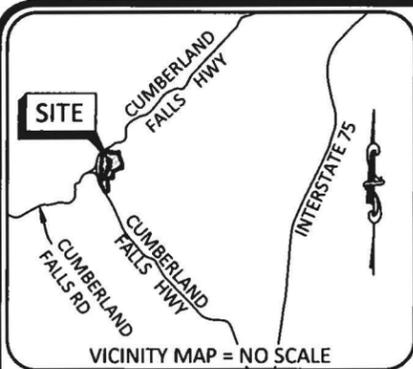
DRIVE DIRECTIONS	
FROM 200 MAIN STREET, WILLIAMSBURG, KY, 40769, WHITLEY COUNTY CLERK:	
HEAD SOUTHWEST ON MAIN ST TOWARD N 3RD ST	128 FEET
TURN LEFT AT THE 1ST CROSS STREET ONTO S 3RD ST	282 FEET
TURN LEFT AT THE 1ST CROSS STREET ONTO CUMBERLAND AVE	0.2 MILES
TURN LEFT ONTO HWY 25 N	1.8 MILES
TURN LEFT TO STAY ON HWY 25 N	8.1 MILES
TURN RIGHT	0.2 MILES
ARRIVE AT SITE, ON THE LEFT	

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

PROJECT INFORMATION	
COUNTY:	WHITLEY
SITE ADDRESS:	10256 CUMBERLAND FALLS HWY WILLIAMSBURG, KY 40769
APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
LATITUDE:	36° 51' 25.63"
LONGITUDE:	84° 13' 44.32"

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

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



**GLOBAL POSITIONING SYSTEMS NOTE**

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

**GENERAL NOTES**

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:57,280 AND HAS NOT BEEN ADJUSTED.

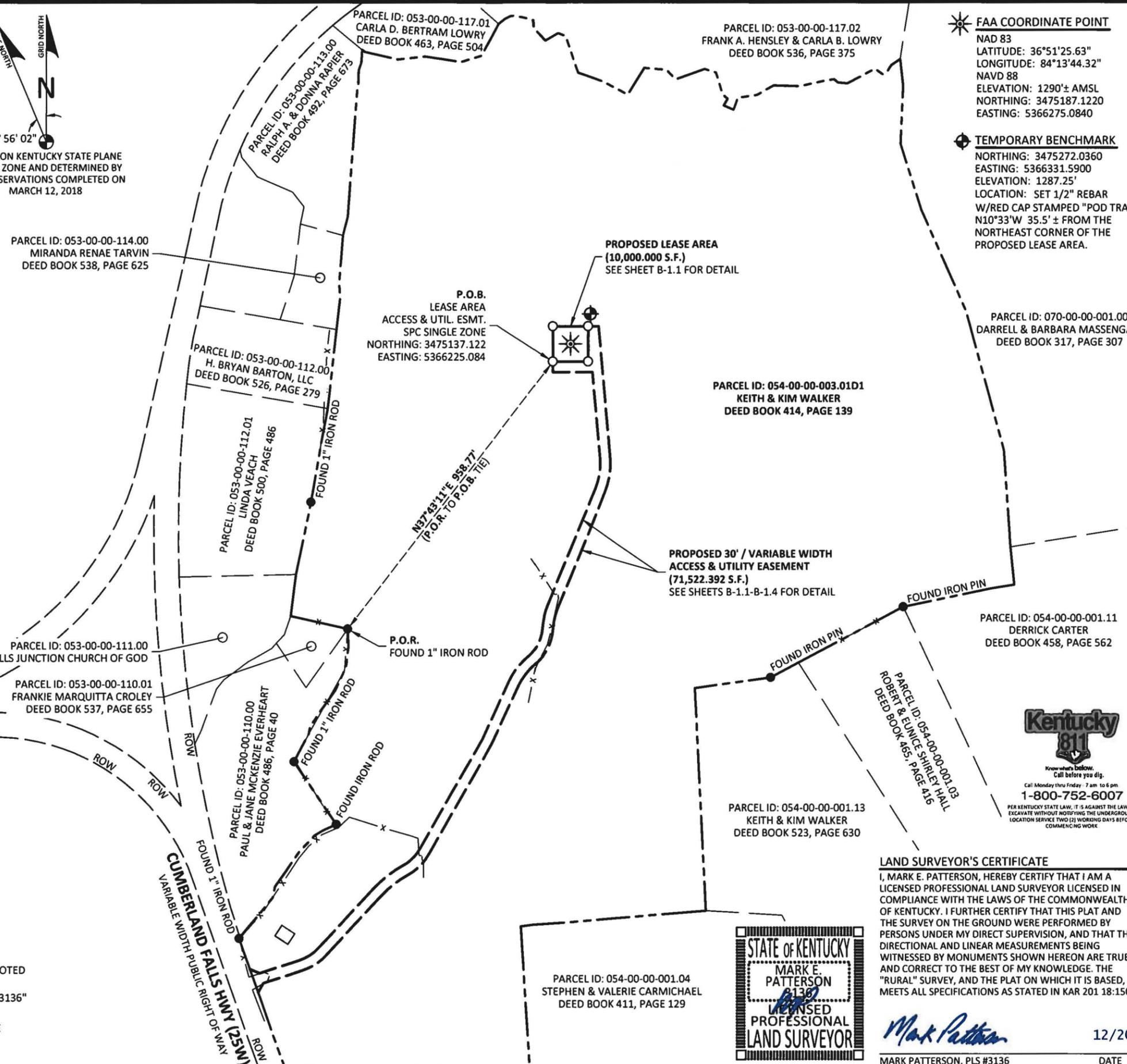
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0105E, DATED 03/16/2015.

**LEGEND**

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



☀️ **FAA COORDINATE POINT**  
NAD 83  
LATITUDE: 36°51'25.63"  
LONGITUDE: 84°13'44.32"  
NAVD 88  
ELEVATION: 1290± AMSL  
NORTHING: 3475187.1220  
EASTING: 5366275.0840

⚓ **TEMPORARY BENCHMARK**  
NORTHING: 3475272.0360  
EASTING: 5366331.5900  
ELEVATION: 1287.25'  
LOCATION: SET 1/2" REBAR W/RED CAP STAMPED "POD TRAV" N10°33'W 35.5' ± FROM THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA.

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
0	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
10256 CUMBERLAND FALLS HIGHWAY  
WILLIAMSBURG, KY 40769  
WHITLEY COUNTY

TAX PARCEL NUMBER:  
054-00-00-003.01D1

PROPERTY OWNERS:  
KEITH & KIM WALKER  
331 HWY 895  
WILLIAMSBURG, KY 40769

SOURCE OF TITLE:  
DEED BOOK 414, PAGE 139

SITE NUMBER:  
.....



**LAND SURVEYOR'S CERTIFICATE**

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



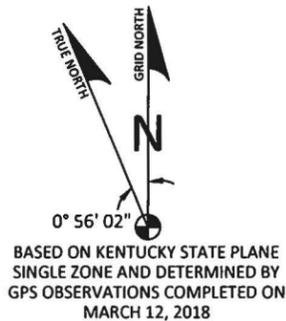
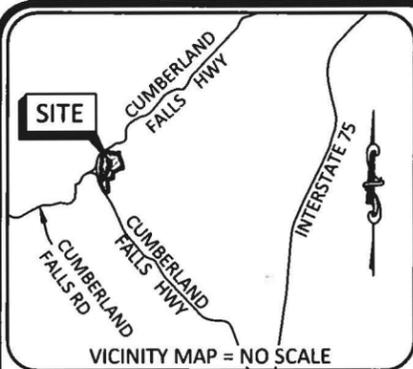
*Mark Patterson*  
MARK PATTERSON, PLS #3136  
12/20/2018  
DATE

POD NUMBER: 18-21021

DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 3.12.18  
PLAT DATE: 3.15.18

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

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



**GLOBAL POSITIONING SYSTEMS NOTE**

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

**GENERAL NOTES**

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09'. FOR A PRECISION OF 1:57,280 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0105E, DATED 03/16/2015.



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.

**LAND SURVEYOR'S CERTIFICATE**

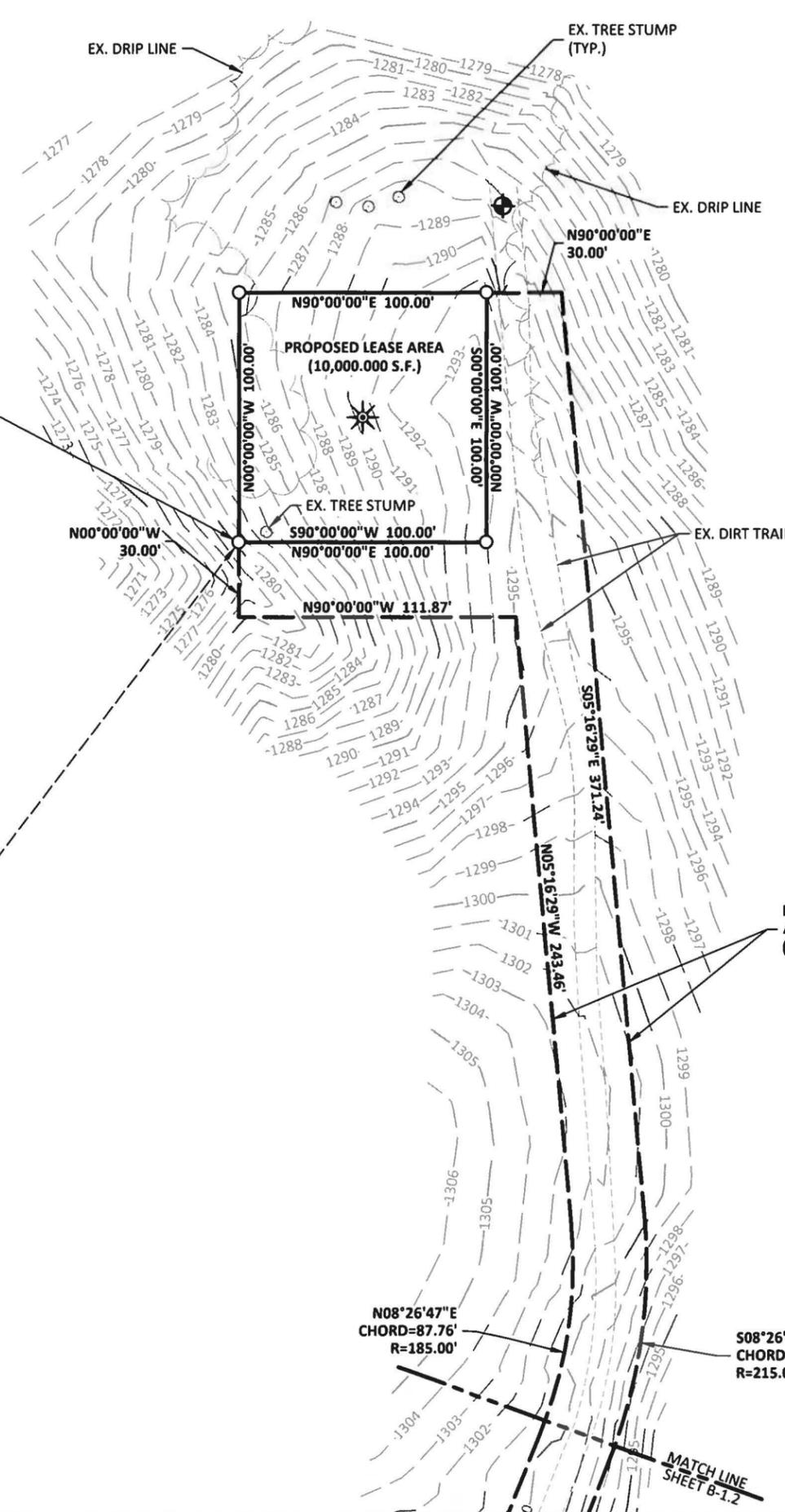
I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND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

*Mark Patterson*

12/20/2018

MARK PATTERSON, PLS #3136

DATE



PARCEL ID: 054-00-00-003.01D1  
KEITH & KIM WALKER  
DEED BOOK 414, PAGE 139

**FAA COORDINATE POINT**  
NAD 83  
LATITUDE: 36°51'25.63"  
LONGITUDE: 84°13'44.32"  
NAVD 88  
ELEVATION: 1290± AMSL  
NORTHING: 3475187.1220  
EASTING: 5366275.0840

**TEMPORARY BENCHMARK**  
NORTHING: 3475272.0360  
EASTING: 5366331.5900  
ELEVATION: 1287.25'  
LOCATION: SET 1/2" REBAR W/RED CAP STAMPED "POD TRAV" N10°33'W 35.5' ± FROM THE NORTHEASTERN MOST CORNER OF THE PROPOSED LEASE AREA.

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
0	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
10256 CUMBERLAND FALLS HIGHWAY  
WILLIAMSBURG, KY 40769  
WHITLEY COUNTY

TAX PARCEL NUMBER:  
054-00-00-003.01D1

PROPERTY OWNERS:  
KEITH & KIM WALKER  
331 HWY 895  
WILLIAMSBURG, KY 40769

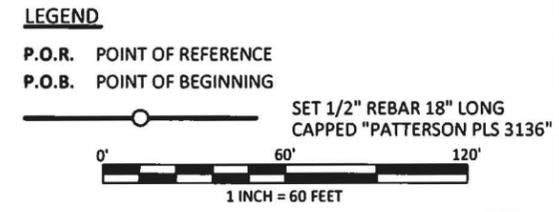
SOURCE OF TITLE:  
DEED BOOK 414, PAGE 139

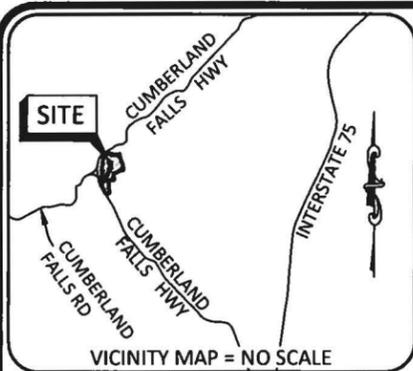
SITE NUMBER:  
.....

POD NUMBER: 18-21021  
DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 3.12.18  
PLAT DATE: 3.15.18

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

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





0° 56' 02"
   
 BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2018

**GLOBAL POSITIONING SYSTEMS NOTE**

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

**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, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:57,280 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0105E, DATED 03/16/2015.



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.

**LAND SURVEYOR'S CERTIFICATE**

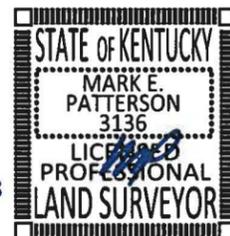
I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND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

*Mark Patterson*

12/20/2018

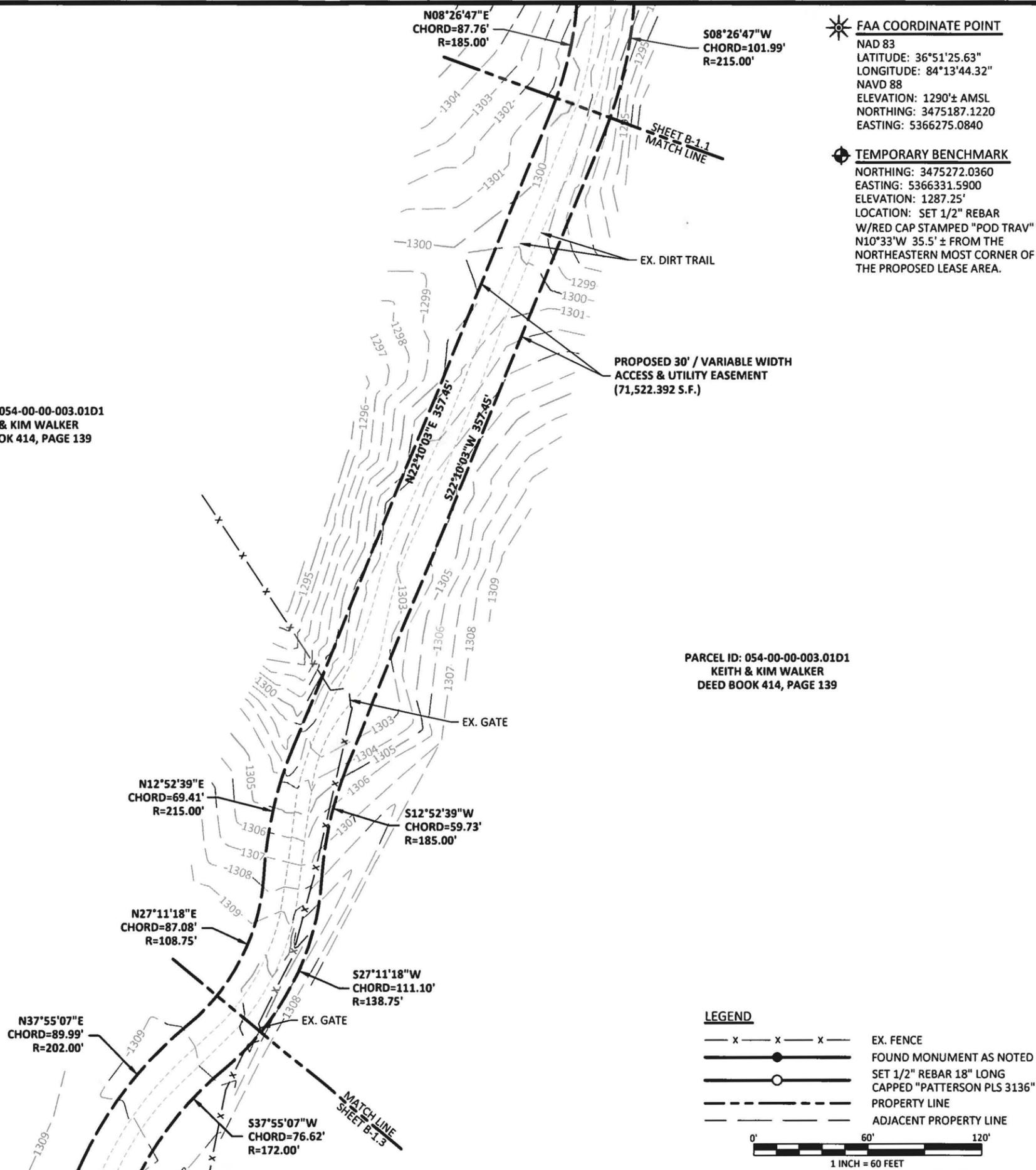
MARK PATTERSON, PLS #3136

DATE



PARCEL ID: 054-00-00-003.01D1  
 KEITH & KIM WALKER  
 DEED BOOK 414, PAGE 139

PARCEL ID: 054-00-00-003.01D1  
 KEITH & KIM WALKER  
 DEED BOOK 414, PAGE 139



**FAA COORDINATE POINT**  
 NAD 83  
 LATITUDE: 36°51'25.63"  
 LONGITUDE: 84°13'44.32"  
 NAVD 88  
 ELEVATION: 1290± AMSL  
 NORTHING: 3475187.1220  
 EASTING: 5366275.0840

**TEMPORARY BENCHMARK**  
 NORTHING: 3475272.0360  
 EASTING: 5366331.5900  
 ELEVATION: 1287.25'  
 LOCATION: SET 1/2" REBAR W/RED CAP STAMPED "POD TRAV" N10°33'W 35.5' ± FROM THE NORTHEASTERN MOST CORNER OF THE PROPOSED LEASE AREA.

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
D	3.28.18	ISSUED AS FINAL

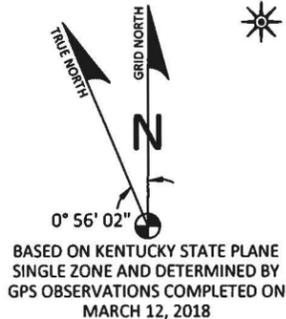
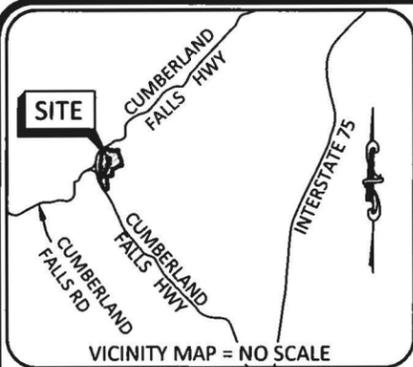
**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY  
  
**TAX PARCEL NUMBER:**  
 054-00-00-003.01D1  
  
**PROPERTY OWNERS:**  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769  
  
**SOURCE OF TITLE:**  
 DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
.....

POD NUMBER: 18-21021  
 DRAWN BY: CPM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 3.15.18

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

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



**FAA COORDINATE POINT**  
 NAD 83  
 LATITUDE: 36°51'25.63"  
 LONGITUDE: 84°13'44.32"  
 NAVD 88  
 ELEVATION: 1290 ± AMSL  
 NORTHING: 3475187.1220  
 EASTING: 5366275.0840

**TEMPORARY BENCHMARK**  
 NORTHING: 3475272.0360  
 EASTING: 5366331.5900  
 ELEVATION: 1287.25'  
 LOCATION: SET 1/2" REBAR  
 W/RED CAP STAMPED "POD TRAV"  
 N10°33'W 35.5' ± FROM THE  
 NORTHEASTERN MOST CORNER OF  
 THE PROPOSED LEASE AREA.

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

**GENERAL NOTES**

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:57,280 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C0105E, DATED 03/16/2015.



PARCEL ID: 053-00-00-110.00  
 PAUL & JANE MCKENZIE EVERHEART  
 DEED BOOK 486, PAGE 40

FOUND IRON PIPE

PARCEL ID: 054-00-00-003.01D1  
 KEITH & KIM WALKER  
 DEED BOOK 414, PAGE 139

PROPOSED 30' / VARIABLE WIDTH  
 ACCESS & UTILITY EASEMENT  
 (71,522.392 S.F.)

KY REGULATED OIL & GAS WELLS:  
 PERMIT #76344

N37°55'07"E  
 CHORD=89.99'  
 R=202.00'

S27°11'18"W  
 CHORD=111.10'  
 R=138.75'

S37°55'07"W  
 CHORD=76.62'  
 R=172.00'

N25°02'55"E  
 CHORD=182.09'

S25°02'55"W  
 CHORD=183.27'

100.5'±

N29°41'57"E  
 CHORD=356.65'

S29°41'57"W  
 CHORD=357.90'

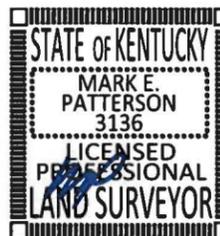
**LEGEND**

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



**LAND SURVEYOR'S CERTIFICATE**

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



*Mark Patterson*  
 MARK PATTERSON, PLS #3136

12/20/2018  
 DATE



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.

PARCEL ID: 054-00-00-003.01D1  
 KEITH & KIM WALKER  
 DEED BOOK 414, PAGE 139

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

PREPARED FOR:

PREPARED FOR:

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
0	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
 054-00-00-003.01D1

**PROPERTY OWNERS:**  
 KEITH & KIM WALKER  
 331 HWY 89S  
 WILLIAMSBURG, KY 40769

**SOURCE OF TITLE:**  
 DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
 .....

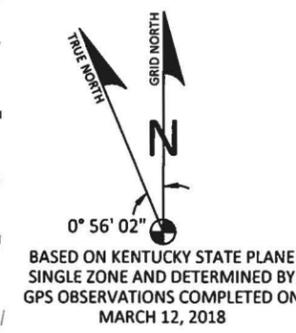
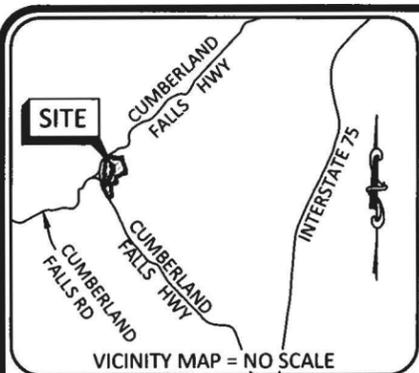
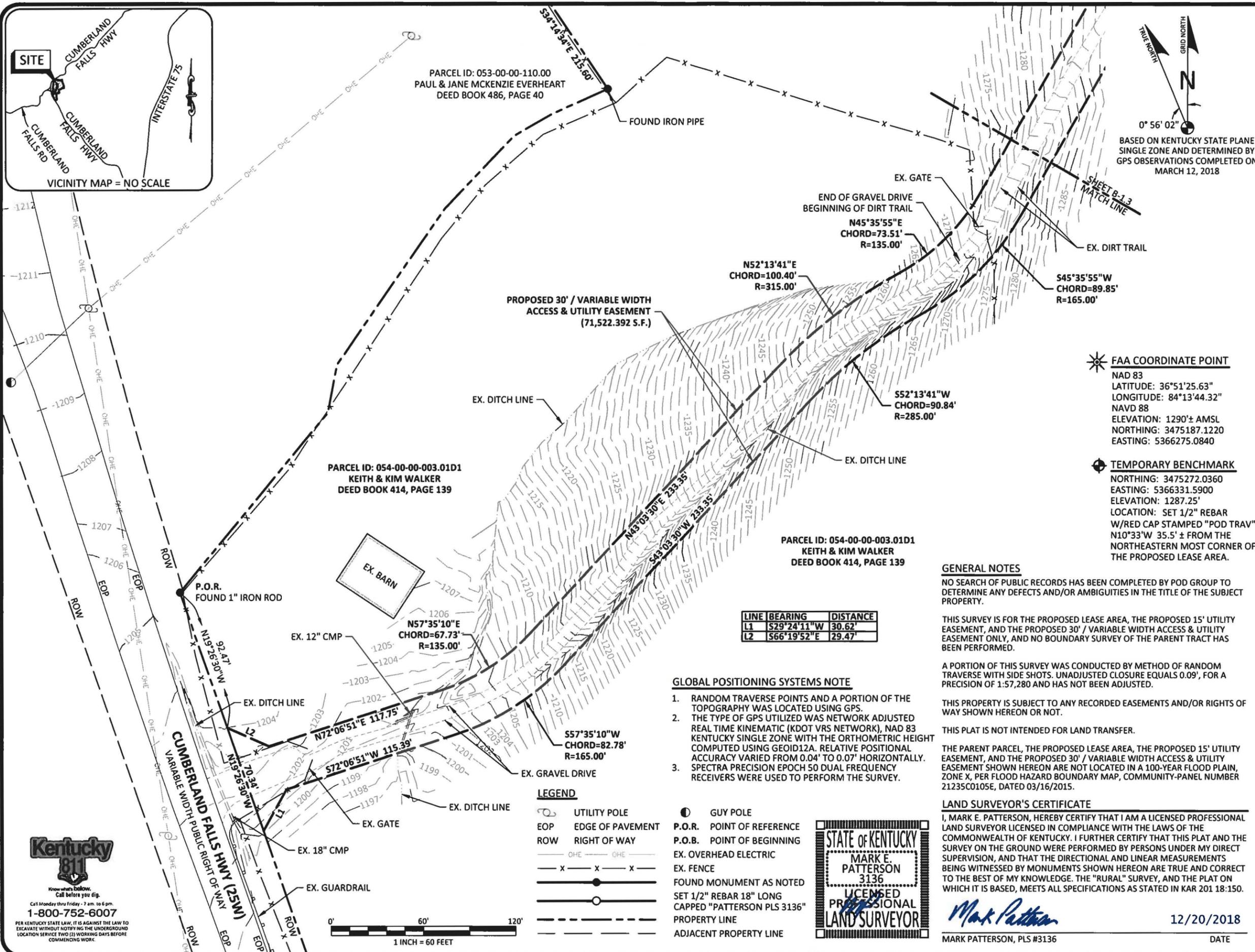
POD NUMBER: 18-21021

DRAWN BY: CPM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 3.15.18

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

SHEET NUMBER: (6 pages)

**B-1.3**



PREPARED BY:

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

PREPARED FOR:

**MasTec**

PREPARED FOR:

**at&t**

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
0	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
10256 CUMBERLAND FALLS HIGHWAY  
WILLIAMSBURG, KY 40769  
WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
054-00-00-003.01D1

**PROPERTY OWNERS:**  
KEITH & KIM WALKER  
331 HWY 895  
WILLIAMSBURG, KY 40769

**SOURCE OF TITLE:**  
DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
.....

**POD NUMBER:** 18-21021

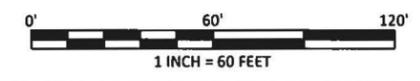
**DRAWN BY:** CPM  
**CHECKED BY:** MEP  
**SURVEY DATE:** 3.12.18  
**PLAT DATE:** 3.15.18

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

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

**Kentucky**  
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.



**LEGAL DESCRIPTIONS**

**PROPOSED LEASE AREA**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KEITH & KIM WALKER AS DESCRIBED IN DEED BOOK 414, PAGE 139 OF RECORD IN THE WHITLEY COUNTY, KY CLERKS OFFICE, PARCEL ID: 054-00-00-003.01D1, 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 12, 2018.

**BEGINNING** AT A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3475137.122, AND E:5366225.084, SAID REBAR FOR REFERENCE BEING N37°43'11"E 958.77' FROM A FOUND 1" IRON ROD IN THE NORTHEAST CORNER OF LAND CONVEYED TO FRANKIE MARQUITTA CROLEY AS RECORDED IN DEED BOOK 537, PAGE 655, PARCEL ID: 053-00-00-110.01, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO PAUL & JANE MCKENZIE EVERHEART AS RECORDED IN DEED BOOK 486, PAGE 40, PARCEL ID: 053-00-00-110.00, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO KEITH & KIM WALKER AS RECORDED IN DEED BOOK 414, PAGE 139, PARCEL ID: 054-00-00-003.01D1; THENCE N00°00'00"W 100.00' TO A "SET IPC"; THENCE N90°00'00"E 100.00' TO A "SET IPC"; THENCE S00°00'00"E 100.00' TO A "SET IPC"; THENCE S90°00'00"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2018.

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

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO KEITH & KIM WALKER AS DESCRIBED IN DEED BOOK 414, PAGE 139 OF RECORD IN THE WHITLEY COUNTY, KY CLERKS OFFICE, PARCEL ID: 054-00-00-003.01D1, 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 12, 2018.

**BEGINNING** AT A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3475137.122, AND E:5366225.084, SAID REBAR FOR REFERENCE BEING N37°43'11"E 958.77' FROM A FOUND 1" IRON ROD IN THE NORTHEAST CORNER OF LAND CONVEYED TO FRANKIE MARQUITTA CROLEY AS RECORDED IN DEED BOOK 537, PAGE 655, PARCEL ID: 053-00-00-110.01, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO PAUL & JANE MCKENZIE EVERHEART AS RECORDED IN DEED BOOK 486, PAGE 40, PARCEL ID: 053-00-00-110.00, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO KEITH & KIM WALKER AS RECORDED IN DEED BOOK 414, PAGE 139, PARCEL ID: 054-00-00-003.01D1; THENCE N90°00'00"E 100.00' TO A "SET IPC"; THENCE N00°00'00"W 100.00' TO A "SET IPC"; THENCE LEAVING THE PROPOSED LEASE AREA N90°00'00"E 30.00'; THENCE S05°16'29"E 371.24'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', S08°26'47"W 101.99'; THENCE S22°10'03"W 357.45'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', S12°52'39"W 59.73'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 138.75', S27°11'18"W 111.10'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 172.00', S37°55'07"W 76.62'; THENCE S25°02'55"W 183.27'; THENCE S29°47'57"W 357.90'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', S45°35'55"W 89.85'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 285.00', S52°13'41"W 90.84'; THENCE S43°03'30"W 233.35'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00', S57°35'10"W 82.78'; THENCE S72°06'51"W 115.39'; THENCE S29°24'11"W 30.62' TO A POINT IN THE WEST LINE OF AFOREMENTIONED LAND CONVEYED TO KEITH & KIM WALKER, SAID WEST LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF CUMBERLAND FALLS HIGHWAY; THENCE WITH SAID WEST LINE OF WALKER AND SAID EAST RIGHT OF WAY LINE N19°26'30"W 70.34'; THENCE LEAVING SAID WEST LINE OF WALKER AND SAID EAST RIGHT OF WAY LINE AND TRAVERSING THE LAND OF WALKER S66°19'52"E 29.47'; THENCE N72°06'51"E 117.75'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00', N57°35'10"E 67.73'; THENCE N43°03'30"E 233.35'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.00', N52°13'41"E 100.40'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 135.00', N45°35'55"E 73.51'; THENCE N29°47'57"E 356.65'; THENCE N25°02'55"E 182.03'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 202.00', N37°55'07"E 89.99'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 108.75', N27°11'18"E 87.08'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 215.00', N12°52'39"E 69.41'; THENCE N22°10'03"E 357.45'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00', N08°26'47"E 87.76'; THENCE N05°16'29"W 243.46'; THENCE N90°00'00"W 111.87'; THENCE N00°00'00"W 30.00' TO THE POINT OF BEGINNING CONTAINING 71,522.392 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2018.

**TITLE OF COMMITMENT**

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 59084-KY1801-5030, FA 12718036, EFFECTIVE DATE OF JANUARY 17, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

**SCHEDULE B**

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 054-00-00-003.01D1  
PERIOD: 2017 PAYMENT STATUS: PAID  
TAX AMOUNT: \$517.61  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- MORTGAGES RETURNED HEREIN. (NONE WITHIN PERIOD SEARCHED.)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)  
(JUDGMENTS, LIENS AND UCC)
- (NONE WITHIN PERIOD SEARCHED.)  
(COVENANTS/RESTRICTIONS)
- NONE WITHIN PERIOD SEARCHED  
(EASEMENTS AND RIGHTS OF WAY)
- NONE WITHIN PERIOD SEARCHED

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

PREPARED FOR:  


PREPARED FOR:  




SURVEY		
REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
0	3.28.18	ISSUED AS FINAL

SITE INFORMATION:  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY  
 TAX PARCEL NUMBER:  
 054-00-00-003.01D1  
 PROPERTY OWNERS:  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769  
 SOURCE OF TITLE:  
 DEED BOOK 414, PAGE 139

SITE NUMBER:  
 .....

POD NUMBER: 18-21021  
 DRAWN BY: CPM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 3.15.18

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

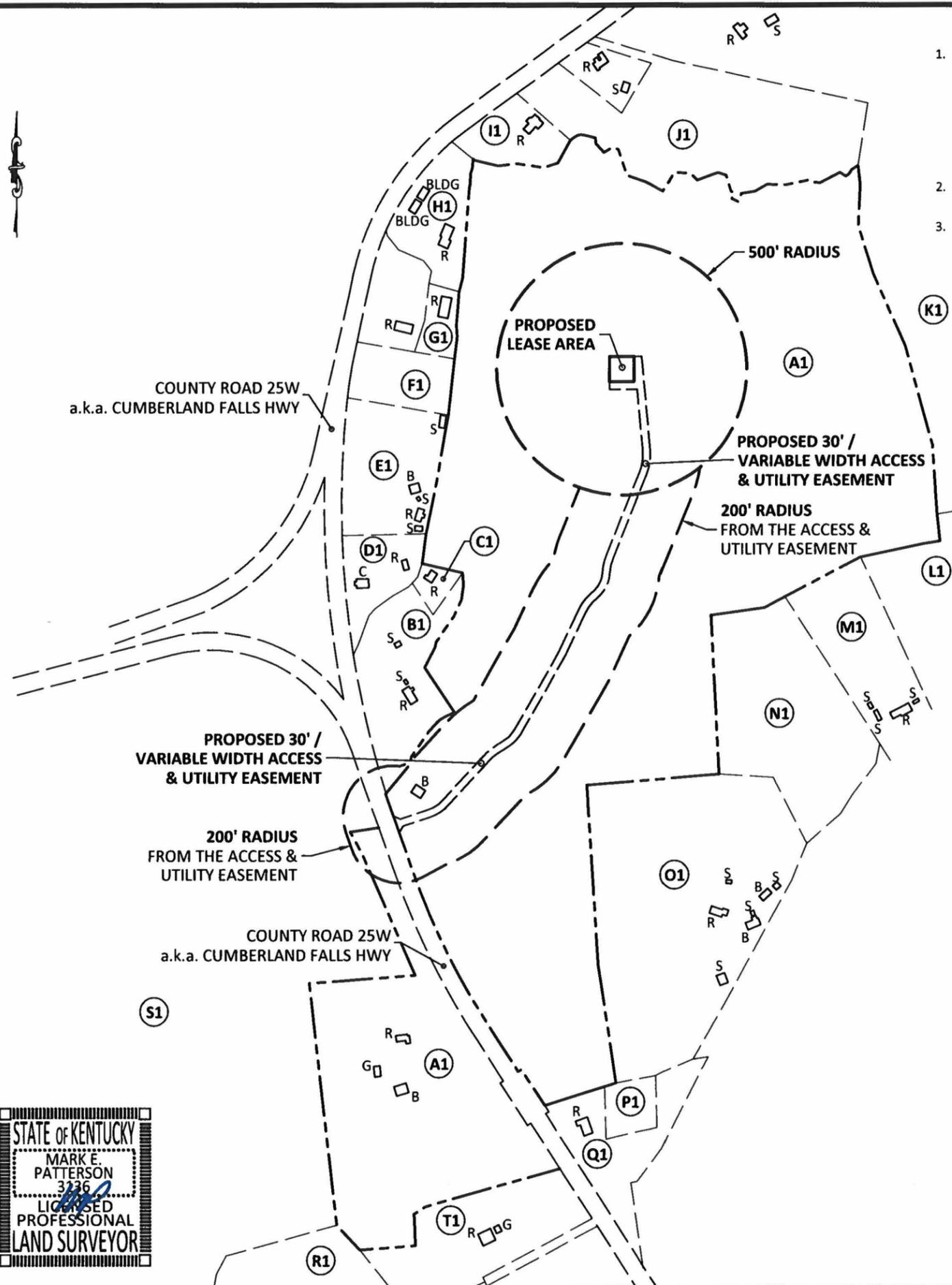
SHEET NUMBER: (6 pages)  
**B-1.5**

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



*Mark Patterson* 12/20/2018  
 MARK PATTERSON, PLS #3136 DATE

- (A1)** PARCEL ID: 054-00-00-003.01D1  
WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769
- (B1)** PARCEL ID: 053-00-00-110.00  
EVERHART PAUL & JANE MCKENZIE  
10087 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (C1)** PARCEL ID: 053-00-00-110.01  
CONN RITA L & CURTIS C  
13150 COIT RD STE 100  
DALAS, TX 75240
- (D1)** PARCEL ID: 053-00-00-111.00  
FALLS JUNCTION CHURCH OF GOD  
9913 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (E1)** PARCEL ID: 053-00-00-112.01  
VEACH LINDA  
5800 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (F1)** PARCEL ID: 053-00-00-112.00  
BARTON H BRYAN LLC  
DWIGHT JENKINS - LF EST-  
9919 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (G1)** PARCEL ID: 053-00-00-114.00  
TARVIN MIRANDA RENAE  
9685 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (H1)** PARCEL ID: 053-00-00-113.00  
RAPIER RALPH A & DONNA  
9655 CUMBERLAND FALLS HWY  
CORBIN, KY 40701-8888
- (I1)** PARCEL ID: 053-00-00-117.01  
LOWRY CARLA D BERTRAM  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (J1)** PARCEL ID: 053-00-00-117.02  
HENSLEY FRANK A & CARLA B LOWRY  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (K1)** PARCEL ID: 070-00-00-001.00  
MASSENGALE DARRELL & BARBARA  
9219 CUMB FALLS HWY  
CORBIN, KY 40701
- (L1)** PARCEL ID: 054-00-00-001.11  
CARTER DERRICK  
390 C A DRIVE  
CORBIN, KY 40701
- (M1)** PARCEL ID: 054-00-00-001.03  
HALL ROBERT & EUNICE SHIRLEY  
FAULKNER  
P O BOX 1103  
WILLIAMSBURG, KY 40769
- (N1)** PARCEL ID: 054-00-00-001.13  
WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769



- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON DECEMBER 17, 2018 AND RE-VERIFIED ON DECEMBER 20, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
  2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
  3. NOT FOR RECORDING OR PROPERTY TRANSFER.

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

PREPARED FOR:  


PREPARED FOR:  


**EXHIBIT**

REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
O	12.20.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
 054-00-00-003.01D1

**PROPERTY OWNER:**  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769

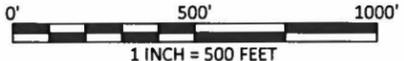
**SOURCE OF TITLE:**  
 DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
 -----

POD NUMBER: 18-21022  
 DRAWN BY: ADM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 12.5.18

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

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



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

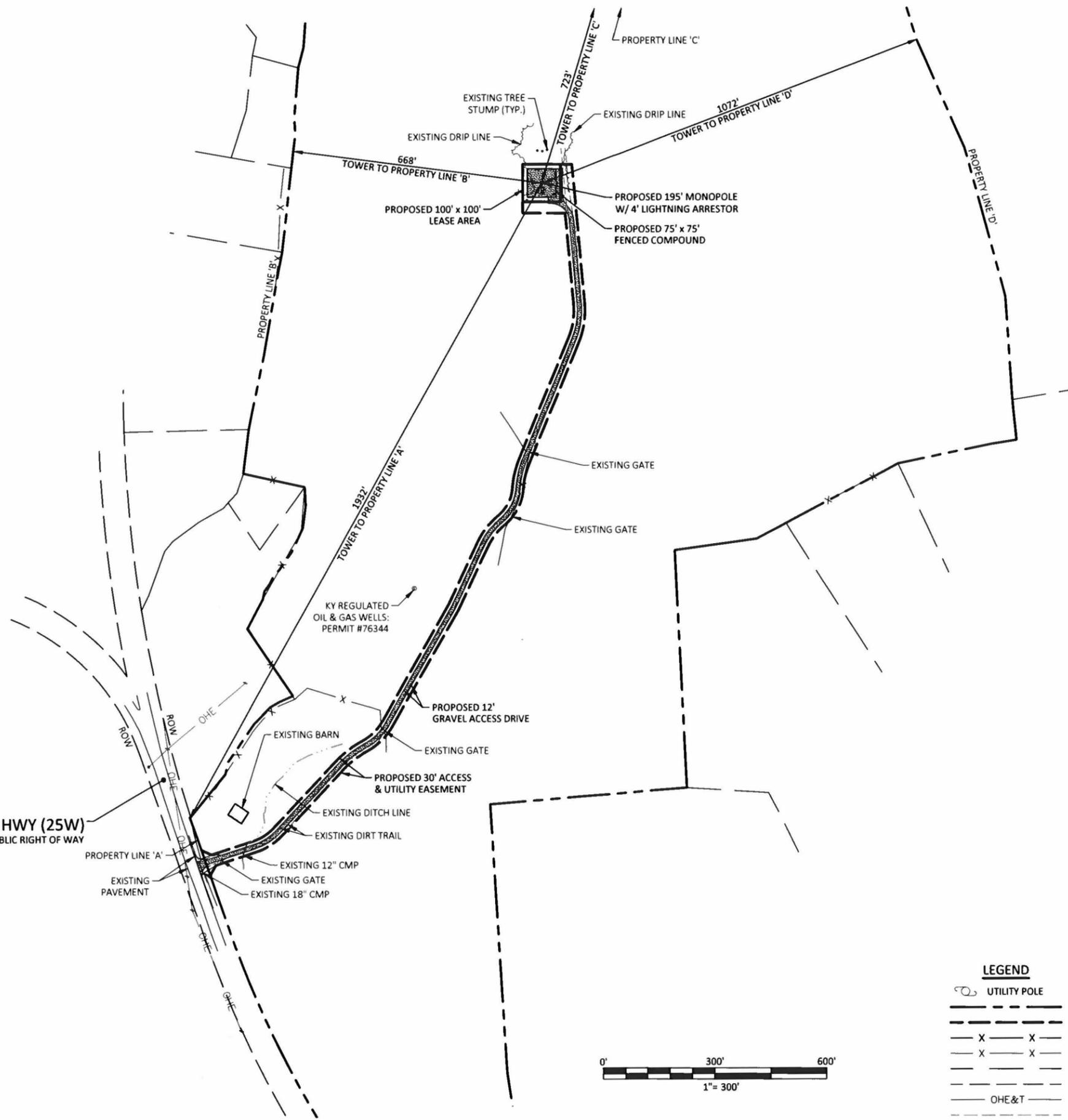
*Mark Patterson*  
 MARK PATTERSON, PLS #3136  
 12/20/2018  
 DATE



- (O1)** PARCEL ID: 054-00-00-001.04  
CARMICHAEL STEPHEN & VALERIE  
91 C A DR  
CORBIN, KY 40701
- (P1)** PARCEL ID: 054-00-00-001.05  
CARTER CARL ANTHONY  
85 C A DR  
CORBIN, KY 40701
- (Q1)** PARCEL ID: 054-00-00-001.07  
CARTER ANTHONY & MARCIA  
85 C A DR  
CORBIN, KY 40701
- (R1)** PARCEL ID: 054-00-00-003.00  
VEACH LINDA  
JOE & LINDA VEACH - LF EST  
8500 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (S1)** PARCEL ID: 054-00-00-002.01  
FALLS PROPERTY LLC  
1005 S MAIN ST  
CORBIN, KY 40701
- (T1)** PARCEL ID: 054-00-00-003.03  
SUTTON ROY & BRENDA GAIL  
76 AMY LN  
CORBIN, KY 40701

**EXISTING BUILDINGS**  
**B = BARN**  
**C = CHURCH**  
**G = GARAGE**  
**R = RESIDENCE**  
**S = SHED**

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

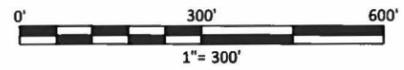


**CUMBERLAND FALLS HWY (25W)**  
VARIABLE WIDTH PUBLIC RIGHT OF WAY



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

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



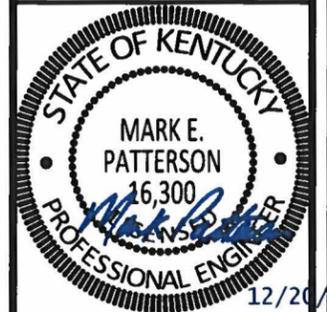
**LEGEND**

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

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:



EN PERMIT: 3594

**ZONING DRAWINGS**

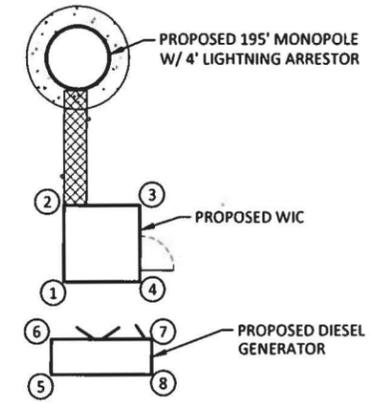
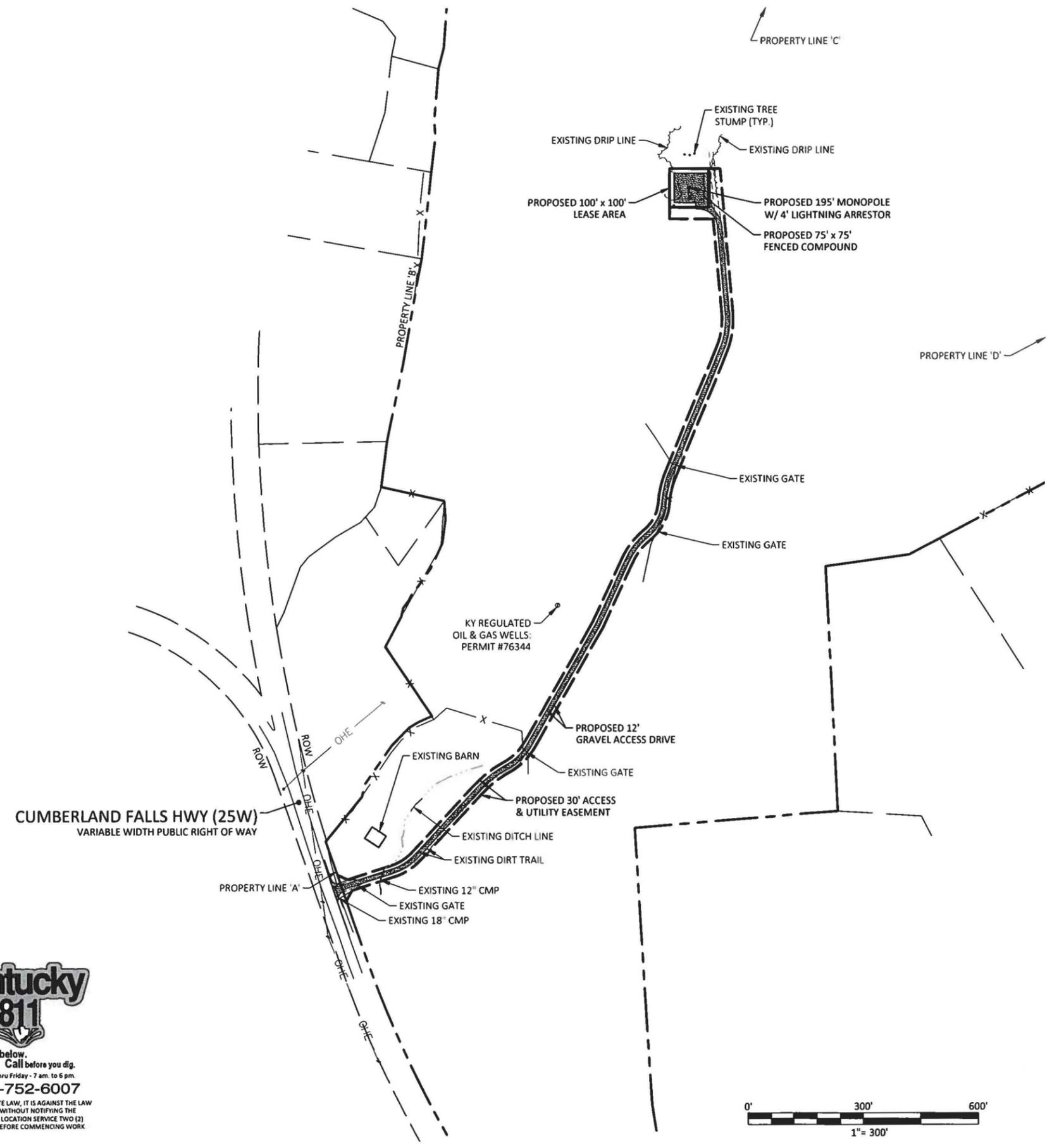
REV	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.17.18	ISSUED AS FINAL

SITE INFORMATION:  
**CUMBERLAND FALLS HWY FN**  
10256 CUMBERLAND FALLS HIGHWAY  
WILLIAMSBURG, KY 40769  
WHITLEY COUNTY

SITE NUMBER:  
-  
POD NUMBER: 18-21024  
DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 12.5.18

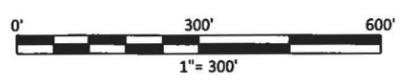
SHEET TITLE:  
**OVERALL SITE LAYOUT**

SHEET NUMBER:  
**C-1**



PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	1917'
B	2	671'
C	3	737'
D	4	1076'
A	5	1910'
B	6	671'
C	7	749'
D	8	1077'

EQUIPMENT ENLARGEMENT  
NOT TO SCALE



**LEGEND**

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

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

PREPARED FOR:

PREPARED FOR:

STATE OF KENTUCKY

EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.17.18	ISSUED AS FINAL

SITE INFORMATION:  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

SITE NUMBER:  
 -

POD NUMBER: 18-21024

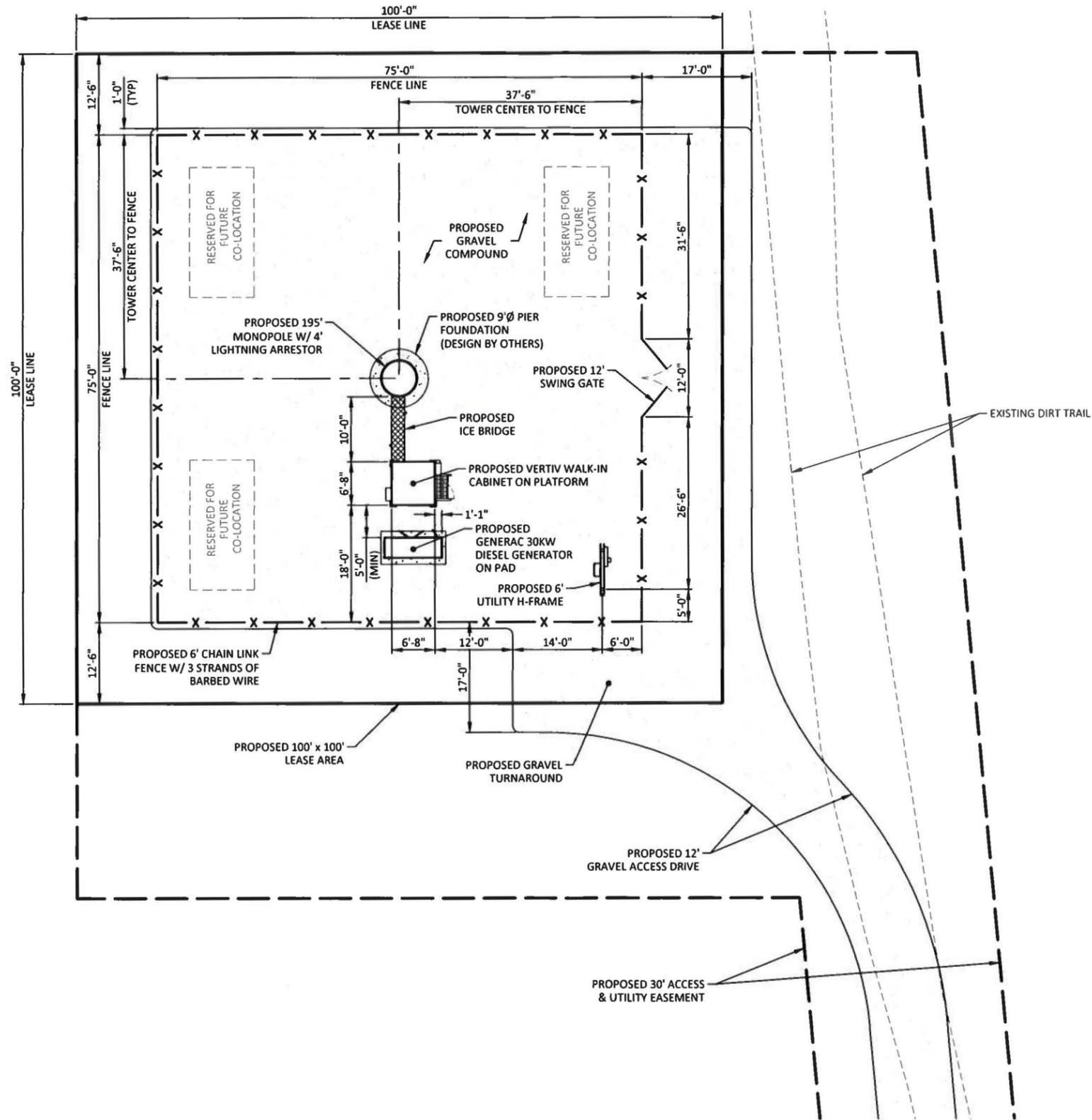
DRAWN BY: JER  
 CHECKED BY: MEP  
 DATE: 12.5.18

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

SHEET NUMBER:  
**C-2**

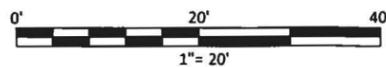


Know what's below.  
 Call before you dig.  
 Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**  
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.



**LEGEND**

	PROPOSED ACCESS & UTILITY EASEMENT
	PROPOSED FENCE LINE
	EXISTING PATHWAY



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

PREPARED FOR:

PREPARED FOR:

STATE OF KENTUCKY  
 MARK E. PATTERSON  
 16300  
  
 PROFESSIONAL ENGINEER  
 12/20/2018

EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.17.18	ISSUED AS FINAL

SITE INFORMATION:  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

SITE NUMBER:  
 -  
 POD NUMBER: 18-21024  
 DRAWN BY: JER  
 CHECKED BY: MEP  
 DATE: 12.5.18

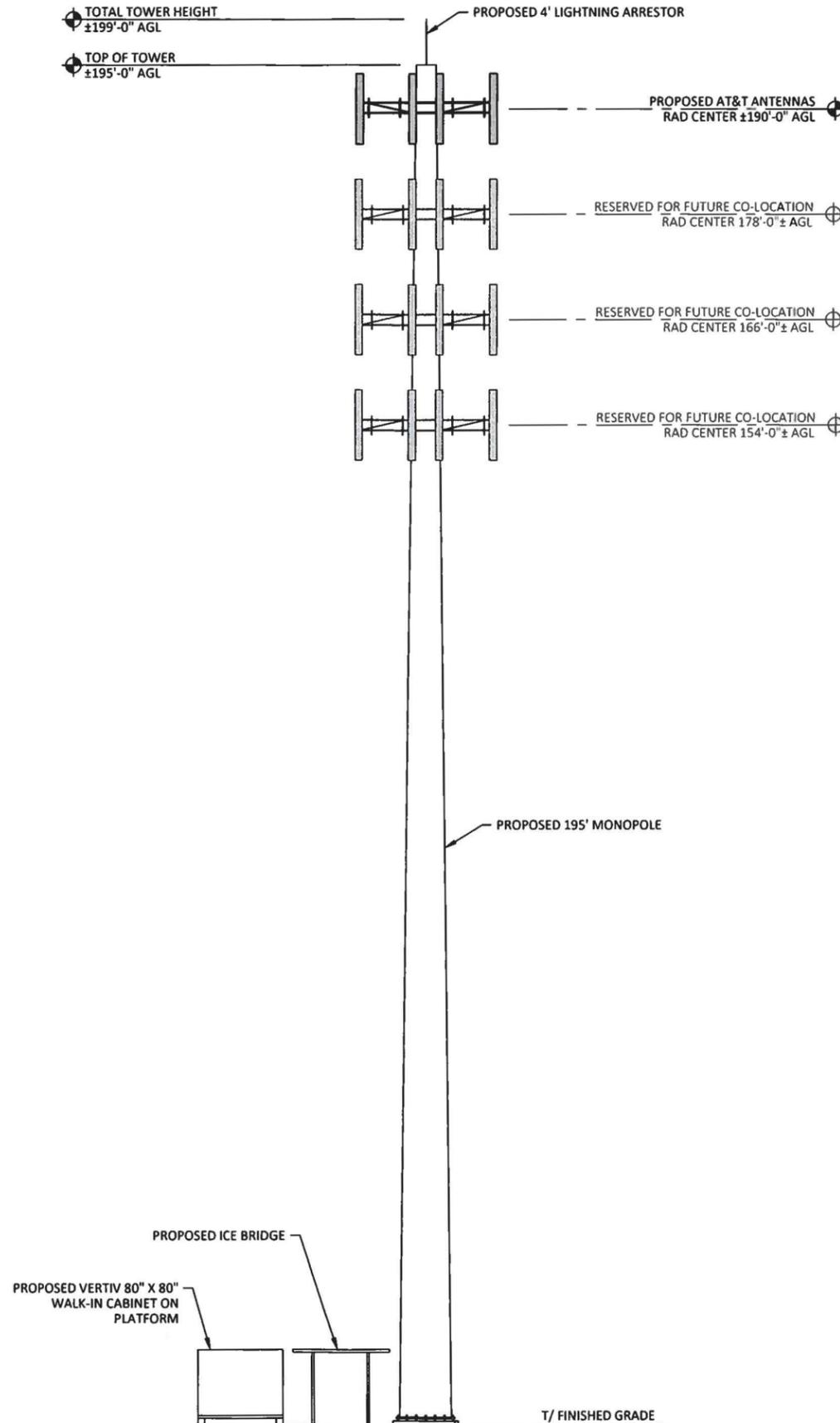
SHEET TITLE:  
**ENLARGED COMPOUND LAYOUT**

SHEET NUMBER:  
**C-3**

**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.

**TOWER NOTES:**

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



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

PREPARED FOR:  


PREPARED FOR:  


STATE OF KENTUCKY  
 MARK E. PATTERSON  
 16300  
 PROFESSIONAL ENGINEER  
 12/20/2018

EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.17.18	ISSUED AS FINAL

SITE INFORMATION:  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

SITE NUMBER:  
 -

POD NUMBER: 18-21024  
 DRAWN BY: JER  
 CHECKED BY: MEP  
 DATE: 12.5.18

SHEET TITLE:  
**TOWER ELEVATION**

SHEET NUMBER:  
**C-4**

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



December 10<sup>th</sup>, 2018  
Kentucky Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40602-0615

RE: Site Name – Cumberland Falls Hwy FN  
Proposed Cell Tower  
36° 51' 25.63" North Latitude, 84° 13' 44.32" West Longitude

Dear Commissioners:

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

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

Thank you,

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

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



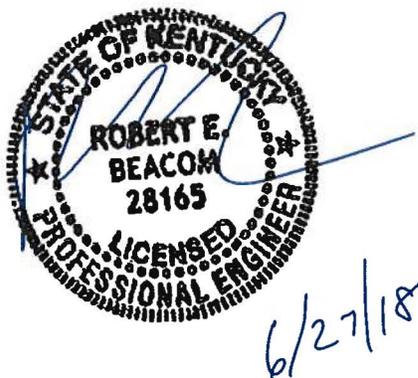
**Structural Design Report**  
195' Monopole  
Site: Cumberland Falls Hwy FN, KY

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

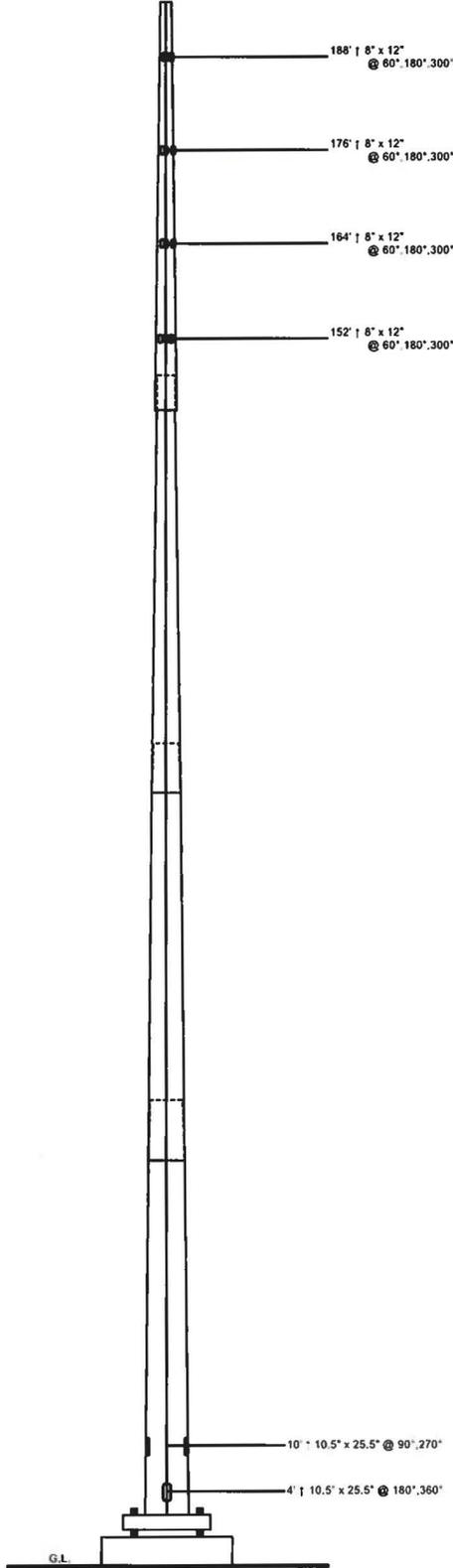
Job Number: 412281

June 27, 2018

Monopole Profile.....	1
Foundation Design Summary (Preliminary).....	2
Pole Calculations.....	3-13
Foundation Calculations.....	14-15



Length (ft)	53'-3"	53'-6"	53'-6"	52'-3"
Number Of Sides	18			
Thickness (in)	3/8"			
Lap Splice (ft)	7'-9"	1/2"	6'-3"	A
Top Diameter (in)	53.21"	41.62"	29.63"	17.25"
Bottom Diameter (in)	67.85"	56.34"	44.34"	31.62"
Taper (in/ft)	0.275			
Grade	A572-65			
Weight (lbs)	20555	14838	11165	5779
Overall Steel Height (ft)	194			



### Designed Appurtenance Loading

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

### Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (R-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	93.21	61.35	9751.04	20.12	12.13
3s Gusted Wind 0.9 Dead	69.97	61.52	9565.8	19.59	11.76
3s Gusted Wind&Ice	142.09	10.05	1774.68	3.91	2.32
Service Loads	77.72	15.62	2479.38	5.28	3.12

### Base Plate Dimensions

Shape	Diameter	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Round	81"	2.5"	75.25"	26	2.25"

### Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	3148.6	A615-75	Galv

### Material List

Display	Value
A	4' - 6"

### Notes

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

	<b>Sabre Communications Corporation</b> 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone (712) 258-6690 Fax: (712) 279-0614	Job: 412281 Customer: AT&T Site Name: Cumberland Falls Hwy FN, KY Description: 195' Monopole Date: 6/27/2018 By: REB
	<small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small>	

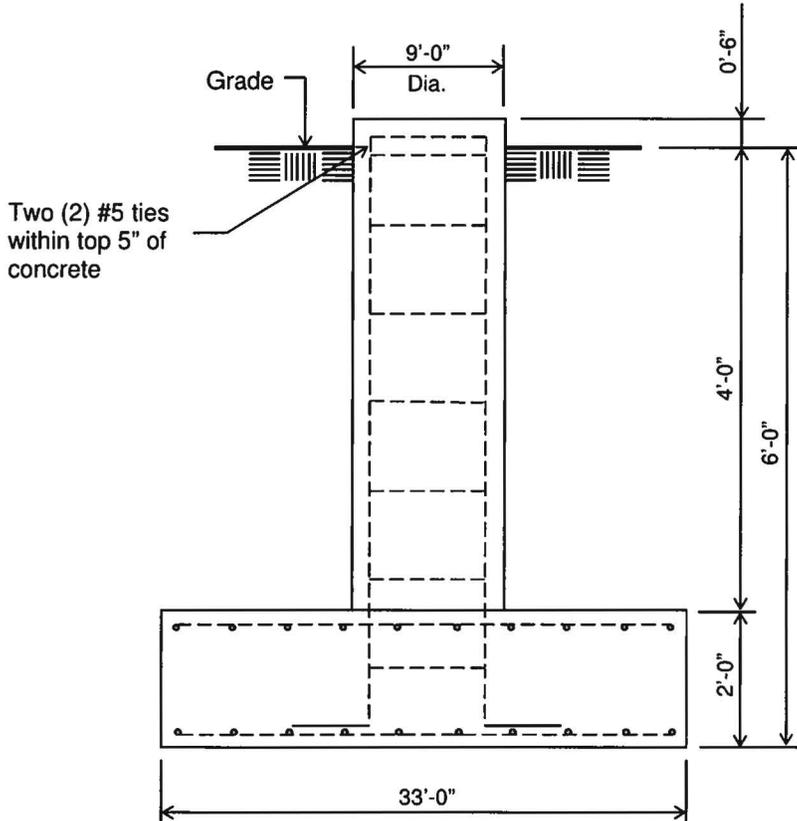
**Customer: AT&T**  
**Site: Cumberland Falls Hwy FN, KY**

195' Monopole at  
89 mph wind and 30 mph wind with 0.75" ice per ANSI/TIA-222-G.

**PRELIMINARY -NOT FOR CONSTRUCTION-**

**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6) 4 ft of soil cover is required over the entire area of the foundation slab.
- 7) The foundation is based on the following factored loads:  
Moment = 9,751.04 k-ft  
Axial = 93.21 k  
Shear = 61.35 k



**ELEVATION VIEW**  
(91.27 Cu. Yds.)  
(1 REQUIRED; NOT TO SCALE)

Rebar Schedule for Pad and Pier	
Pier	(60) #8 vertical rebar w/ hooks at bottom w/ #5 ties, two within top 5" of pier, then 12" C/C
Pad	(71) #8 horizontal rebar evenly spaced each way top and bottom (284 total)

Information contained herein is the sole property of Sabre Towers & Poles, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Towers & Poles.

412281

=====

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

Processed under license at:

Sabre Towers and Poles on: 27 jun 2018 at: 15:27:32

=====

195' Monopole / Cumberland Falls Hwy FN, KY

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

POLE GEOMETRY

=====

ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES	SPLICE	...OVERLAP...	w/t
ft	NAME	SIDE	DIAM	-NESS	◆*Pn ◆*Mn	TYPE	LENGTH RATIO	
			in	in	kip ft-kip		ft	
194.0			17.52	0.375	1492.2 510.9			
	A	18	30.84	0.375	2652.4 1629.1			6.3
146.2			30.84	0.375	2652.4 1629.1			
	A/B	18	31.36	0.500	3582.0 2219.9	SLIP	4.50 1.75	
141.7			31.36	0.500	3582.0 2219.9			
	B	18	43.27	0.500	4965.0 4283.7			9.1
99.0			43.27	0.500	4965.0 4283.7			
	B/C	18	44.03	0.500	5053.3 4438.4	SLIP	6.25 1.73	
92.7			44.03	0.500	5053.3 4438.4			
	C	18	55.03	0.500	6211.3 6849.9			13.5
53.2			55.03	0.500	6211.3 6849.9			
	C/D	18	56.21	0.500	6308.0 7108.5	SLIP	7.75 1.68	
45.5			56.21	0.500	6308.0 7108.5			
	D	18	68.90	0.500	7246.510043.1			17.8
0.0								

POLE ASSEMBLY

=====

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

POLE SECTIONS

=====

SECTION	No. of	LENGTH	OUTSIDE	DIAMETER	BEND	MAT-	FLANGE	FLANGE	FLANGE	FLANGE
NAME	SIDES		BOT	TOP	RAD	ERIAL	BOT	TOP	..GROUP	..ID..
		ft	* in	* in	in	ID	BOT	TOP	BOT	TOP
A	18	52.25	32.11	17.52	0.000	1	0	0	0	0
B	18	53.50	45.03	30.09	0.000	2	0	0	0	0
C	18	53.50	57.21	42.27	0.000	3	0	0	0	0
D	18	53.25	68.90	54.03	0.000	4	0	0	0	0

412281

\* - Diameter of circumscribed circle

MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY .PROJECTION.	
			& deg	in	in	WEB	FLANGE	% OF AREA	ORIENT deg
PL	1	1	0.0	32.11	0.38	0.375	0.375	0.00	0.0
PL	2	1	0.0	45.03	0.50	0.500	0.500	0.00	0.0
PL	3	1	0.0	57.21	0.50	0.500	0.500	0.00	0.0
PL	4	1	0.0	68.90	0.50	0.500	0.500	0.00	0.0

& - with respect to vertical

MATERIAL PROPERTIES

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

\* Only 3 condition(s) shown in full

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

LOADING CONDITION A

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY. RADIUS ft	LOAD .AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	13.6549	7.2000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	10.0773	4.8000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000
C	165.000	0.00	0.0	0.0	9.9303	4.8000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	9.7746	4.8000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0523	0.0930	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0523	0.0930	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0629	0.1140	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0629	0.1140	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0730	0.1349	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0730	0.1349	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0791	0.3418	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0791	0.3418	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0826	0.2099	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0826	0.2099	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0903	0.2350	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0903	0.2350	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0974	0.2600	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0974	0.2600	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.1019	0.5506	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.1019	0.5506	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.1035	0.2897	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.1035	0.2897	0.0000	0.0000

					412281		
D	79.583	0.00	180.0	0.0	0.1080	0.3129	0.0000
D	66.417	0.00	180.0	0.0	0.1080	0.3129	0.0000
D	66.417	0.00	180.0	0.0	0.1114	0.3361	0.0000
D	53.250	0.00	180.0	0.0	0.1114	0.3361	0.0000
D	53.250	0.00	180.0	0.0	0.1129	0.7034	0.0000
D	45.500	0.00	180.0	0.0	0.1129	0.7034	0.0000
D	45.500	0.00	180.0	0.0	0.1112	0.3657	0.0000
D	34.125	0.00	180.0	0.0	0.1112	0.3657	0.0000
D	34.125	0.00	180.0	0.0	0.1095	0.3858	0.0000
D	22.750	0.00	180.0	0.0	0.1095	0.3858	0.0000
D	22.750	0.00	180.0	0.0	0.1040	0.4059	0.0000
D	0.000	0.00	180.0	0.0	0.1051	0.4260	0.0000

LOADING CONDITION M

89 mph wind with no ice. wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.1843	0.0000	0.0000
C	189.000	0.00	0.0	0.0	13.6549	5.4000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	2.9821	0.0000	0.0000
C	177.000	0.00	0.0	0.0	10.0773	3.6000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	2.7799	0.0000	0.0000
C	165.000	0.00	0.0	0.0	9.9303	3.6000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.5777	0.0000	0.0000
C	153.000	0.00	0.0	0.0	9.7746	3.6000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0523	0.0698	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0523	0.0698	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0629	0.0855	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0629	0.0855	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0730	0.1012	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0730	0.1012	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0791	0.2563	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0791	0.2563	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0826	0.1574	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0826	0.1574	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0903	0.1762	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0903	0.1762	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0974	0.1950	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0974	0.1950	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.1019	0.4129	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.1019	0.4129	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.1035	0.2172	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.1035	0.2172	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.1080	0.2347	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.1080	0.2347	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.1114	0.2521	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1114	0.2521	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1129	0.5275	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.1129	0.5275	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.1112	0.2743	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.1112	0.2743	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.1095	0.2894	0.0000	0.0000
D	22.750	0.00	180.0	0.0	0.1095	0.2894	0.0000	0.0000
D	22.750	0.00	180.0	0.0	0.1040	0.3045	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.1051	0.3195	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 0.75 ice. wind Azimuth: 0

LOADS ON POLE

LOAD	ELEV	APPLY..LOAD..AT	LOAD	.....FORCES.....	.....MOMENTS.....
------	------	-----------------	------	------------------	-------------------

TYPE	412281							
	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	4.2457	0.0000	0.0000
C	189.000	0.00	0.0	0.0	1.6678	17.9218	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.9761	0.0000	0.0000
C	177.000	0.00	0.0	0.0	1.9861	11.9014	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.7066	0.0000	0.0000
C	165.000	0.00	0.0	0.0	1.9484	11.8520	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	3.4370	0.0000	0.0000
C	153.000	0.00	0.0	0.0	1.9087	11.7993	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0081	0.1400	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0081	0.1400	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0095	0.1701	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0095	0.1701	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0107	0.1999	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0107	0.1999	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0115	0.4124	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0115	0.4124	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0120	0.2839	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0120	0.2839	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0129	0.3164	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0129	0.3164	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0138	0.3486	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0138	0.3486	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0144	0.6441	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0144	0.6441	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0146	0.3856	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0146	0.3856	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0151	0.4145	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0151	0.4145	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0155	0.4429	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0155	0.4429	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0156	0.8137	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0156	0.8137	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0154	0.4771	0.0000	0.0000
D	11.375	0.00	180.0	0.0	0.0143	0.5194	0.0000	0.0000
D	11.375	0.00	180.0	0.0	0.0143	0.5332	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0143	0.5332	0.0000	0.0000

=====  
 (USA 222-G) - Monopole Spatial Analysis (c)2015 Guymast Inc.

Tel:(416)736-7453 Fax:(416)736-4372 Web:www.guymast.com

Processed under license at:

Sabre Towers and Poles on: 27 jun 2018 at: 15:27:32

=====  
 195' Monopole / Cumberland Falls Hwy FN, KY

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

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	20.12K	-0.04E	3.00K	12.13K	-0.02E	0.010
178.1	16.91K	-0.04E	2.32K	11.92K	-0.02E	0.010
162.2	13.83K	-0.03E	1.70K	11.05K	-0.02E	0.010
146.2	11.03K	-0.03E	1.20K	9.72K	-0.02E	0.000
141.7	10.30L	-0.03E	1.07L	9.39K	-0.02E	0.000
127.5	8.16L	-0.02E	0.75L	8.22L	-0.02E	0.000
113.2	6.29L	-0.02E	0.50L	7.07L	-0.02E	0.000
99.0	4.69L	-0.01E	0.31L	5.97L	-0.02E	0.000

412281

92.7	4.07L	-0.01E	0.25L	5.52L	-0.01E	0.000
79.6	2.93L	-0.01E	0.15L	4.55L	-0.01E	0.000
66.4	1.99L	-0.01E	0.08L	3.65L	-0.01E	0.000
53.2	1.25L	0.00E	0.04L	2.83L	-0.01E	0.000
45.5	0.90L	0.00E	0.03L	2.38L	-0.01E	0.000
34.1	0.49L	0.00E	0.01L	1.72L	0.00E	0.000
22.7	0.21L	0.00E	0.00K	1.11L	0.00E	0.000
11.4	0.05L	0.00E	0.00K	0.53L	0.00E	0.000
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t. ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t. ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
194.0	-0.01 A	0.00 O	0.00 R	0.01 R	0.00 R	0.00 W
178.1	24.39 AA	14.47 O	0.00 R	-176.50 C	-0.03 C	0.05 O
162.2	58.54 AA	35.47 A	0.01 K	-648.30 K	-0.16 C	0.17 O
146.2	76.95 AA	46.48 M	-0.17 Q	-1370.15 K	0.31 O	0.35 O
141.7	78.81 AA	46.84 M	-0.17 Q	-1604.94 C	-0.62 K	0.48 O
127.5	82.85 AA	48.10 N	0.22 O	-2362.20 K	-2.55 O	1.11 O
113.2	87.36 AG	49.51 N	-0.21 E	-3133.92 K	5.27 E	1.65 O
99.0	92.33 AG	50.87 N	0.20 O	-3920.29 L	8.17 E	2.15 O
92.7	96.36 AG	51.58 N	-0.25 E	-4270.21 L	9.68 E	2.33 O
79.6	101.43 AG	52.83 N	0.22 N	-5016.91 K	11.55 E	2.65 O
66.4	106.89 AG	54.29 M	-0.20 E	-5774.31 L	14.31 E	2.88 O
53.2	112.72 AG	55.74 M	-0.22 E	-6543.61 L	17.24 E	3.06 O
45.5	119.03 AG	56.61 N	0.24 N	-7001.77 L	18.55 E	3.16 O
	124.53 AG	57.88 N	0.21 F	-7680.82 L	20.89 E	3.27 O

412281

34.1	124.53 AG	57.90 N	0.21 F	-7680.79 L	20.90 E	3.27 O
22.7	130.20 AG	59.14 N	0.21 F	-8366.00 L	23.13 E	3.34 O
11.4	136.03 AG	60.34 N	0.22 F	-9056.26 L	25.48 E	3.39 O
	136.03 AG	60.33 N	0.21 F	-9056.27 L	25.48 E	3.39 O
	142.09 AG	61.52 N	0.21 F	-9751.04 L	27.75 E	3.40 O
-----						
base	142.09 AG	-61.52 N	-0.21 F	9751.04 L	-27.75 E	-3.40 O
reaction						
-----						

COMPLIANCE WITH 4.8.2 & 4.5.4

=====

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00A	0.00R	0.00O	0.00R	YES	6.35A	45.2
	0.01AA	0.22C	0.02O	0.22C	YES	8.41A	45.2
178.08	0.01AA	0.22C	0.02A	0.22C	YES	8.41A	45.2
	0.03AA	0.55K	0.03A	0.56B	YES	10.46A	45.2
162.17	0.03AJ	0.55C	0.03Q	0.56C	YES	10.46A	45.2
	0.03AJ	0.84K	0.03Q	0.86K	YES	12.52A	45.2
146.25	0.02AA	0.64K	0.03M	0.65K	YES	8.95A	45.2
	0.02AA	0.69C	0.03M	0.70C	YES	9.39A	45.2
141.75	0.02AA	0.72K	0.03N	0.74K	YES	9.12A	45.2
	0.02AA	0.83K	0.02N	0.85K	YES	10.50A	45.2
127.50	0.02AG	0.83K	0.02N	0.85K	YES	10.50A	45.2
	0.02AG	0.89K	0.02N	0.90K	YES	11.89A	45.2
113.25	0.02AG	0.89K	0.02N	0.90K	YES	11.89A	45.2
	0.02AG	0.91L	0.02N	0.93L	YES	13.27A	45.2
99.00	0.02AG	0.91L	0.02N	0.93L	YES	13.27A	45.2
	0.02AG	0.92L	0.02N	0.93K	YES	13.88A	45.2
92.75	0.02AG	0.96K	0.02N	0.97K	YES	13.52A	45.2
	0.02AG	0.96K	0.02N	0.97K	YES	14.80A	45.2
79.58	0.02AG	0.96K	0.02N	0.97K	YES	14.80A	45.2
	0.02AG	0.95L	0.02N	0.96K	YES	16.08A	45.2
66.42	0.02AG	0.95L	0.02N	0.96K	YES	16.08A	45.2
	0.02AG	0.95L	0.02N	0.97L	YES	17.35A	45.2
53.25	0.02AG	0.95L	0.02N	0.97L	YES	17.35A	45.2
	0.02AG	0.96L	0.02N	0.97L	YES	18.11A	45.2
45.50	0.02AG	0.99L	0.02N	1.00L	YES	17.75A	45.2
	0.02AG	0.98L	0.02N	1.00L	YES	18.86A	45.2
34.12	0.02AG	0.98L	0.02N	1.00L	YES	18.86A	45.2

	0.02AG	0.98L	0.02N	0.99L	412281 YES	19.96A	45.2
22.75	0.02AG	0.98L	0.02N	0.99L	YES	19.96A	45.2
11.37	0.02AG	0.98L	0.02N	0.99L	YES	21.06A	45.2
0.00	0.02AG	0.97L	0.02N	0.98L	YES	22.17A	45.2

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

DOWN kip	SHEAR.w.r.t.WIND.DIR ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t.WIND.DIR ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
142.09 AG	61.52 N	0.21 F	-9751.04 L	27.75 E	3.40 O

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

Processed under license at:

Sabre Towers and Poles on: 27 jun 2018 at: 15:28:03

195' Monopole / Cumberland Falls Hwy FN, KY

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

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

LOADING CONDITION A =====

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

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	189.000	0.00	0.0	0.0	0.0000	3.5381	0.0000	0.0000
C	189.000	0.00	0.0	0.0	3.4705	6.0000	0.0000	0.0000
C	177.000	0.00	0.0	0.0	0.0000	3.3134	0.0000	0.0000
C	177.000	0.00	0.0	0.0	2.5612	4.0000	0.0000	0.0000
C	165.000	0.00	0.0	0.0	0.0000	3.0888	0.0000	0.0000
C	165.000	0.00	0.0	0.0	2.5238	4.0000	0.0000	0.0000
C	153.000	0.00	0.0	0.0	0.0000	2.8642	0.0000	0.0000
C	153.000	0.00	0.0	0.0	2.4843	4.0000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0133	0.0775	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0133	0.0775	0.0000	0.0000
D	178.083	0.00	180.0	0.0	0.0160	0.0950	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0160	0.0950	0.0000	0.0000
D	162.167	0.00	180.0	0.0	0.0186	0.1125	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0186	0.1125	0.0000	0.0000
D	146.250	0.00	180.0	0.0	0.0201	0.2848	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0201	0.2848	0.0000	0.0000
D	141.750	0.00	180.0	0.0	0.0210	0.1749	0.0000	0.0000
D	127.500	0.00	180.0	0.0	0.0210	0.1749	0.0000	0.0000

412281								
D	127.500	0.00	180.0	0.0	0.0230	0.1958	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0230	0.1958	0.0000	0.0000
D	113.250	0.00	180.0	0.0	0.0247	0.2167	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0247	0.2167	0.0000	0.0000
D	99.000	0.00	180.0	0.0	0.0259	0.4588	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0259	0.4588	0.0000	0.0000
D	92.750	0.00	180.0	0.0	0.0263	0.2414	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0263	0.2414	0.0000	0.0000
D	79.583	0.00	180.0	0.0	0.0275	0.2607	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0275	0.2607	0.0000	0.0000
D	66.417	0.00	180.0	0.0	0.0283	0.2801	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0283	0.2801	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0287	0.5862	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0287	0.5862	0.0000	0.0000
D	45.500	0.00	180.0	0.0	0.0283	0.3048	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0283	0.3048	0.0000	0.0000
D	34.125	0.00	180.0	0.0	0.0278	0.3215	0.0000	0.0000
D	22.750	0.00	180.0	0.0	0.0278	0.3215	0.0000	0.0000
D	22.750	0.00	180.0	0.0	0.0264	0.3383	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0267	0.3550	0.0000	0.0000

=====

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

=====

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		TWIST
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	
194.0	5.28C	0.01K	0.21C	3.12C	0.00K	0.00F
178.1	4.41C	0.01K	0.16C	3.07C	0.00K	0.00F
162.2	3.59C	0.01K	0.12C	2.84C	0.00K	0.00F
146.2	2.85C	0.01K	0.08C	2.49C	0.00K	0.00F
141.7	2.66C	0.01K	0.07C	2.41C	0.00K	0.00F
127.5	2.10C	0.01K	0.05C	2.10C	0.00K	0.00F
113.2	1.61C	0.00K	0.03C	1.80C	0.00K	0.00F
99.0	1.20C	0.00K	0.02C	1.52C	0.00K	0.00F
92.7	1.04C	0.00K	0.02C	1.41C	0.00K	0.00F
79.6	0.75C	0.00K	0.01C	1.16C	0.00K	0.00F
66.4	0.51C	0.00K	0.01C	0.93C	0.00K	0.00F
53.2	0.32C	0.00K	0.00C	0.72C	0.00K	0.00F
45.5	0.23C	0.00K	0.00C	0.61C	0.00K	0.00F
34.1	0.13C	0.00K	0.00C	0.44C	0.00K	0.00F
22.7	0.05C	0.00K	0.00C	0.28C	0.00K	0.00F
11.4	0.01C	0.00K	0.00C	0.14C	0.00K	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

=====

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

=====

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
194.0	0.00 A	0.00 K	0.00 L	0.00 I	0.00 I	0.00 I
178.1	10.77 A	3.68 K	0.00 L	-45.62 D	0.01 I	0.00 F
	10.77 E	3.68 E	0.00 H	-45.62 D	0.01 F	0.00 F

412281

162.2	26.68 E	9.02 E	0.00 H	-167.19 D	0.03 F	0.01 F
	26.68 B	9.02 H	0.00 B	-167.19 D	0.03 F	0.01 F
146.2	35.34 B	11.80 H	0.00 B	-352.11 D	0.05 F	0.02 F
	35.34 E	11.86 L	-0.05 C	-352.20 F	0.13 F	0.02 I
141.7	36.62 E	11.95 L	-0.05 C	-412.35 L	0.15 L	0.03 F
	36.64 D	11.97 C	-0.04 C	-412.37 L	0.18 L	0.03 F
127.5	39.13 D	12.27 C	-0.04 C	-605.82 C	0.63 C	0.05 F
	39.13 C	12.25 C	0.04 K	-605.80 C	0.62 C	0.05 F
113.2	41.92 C	12.58 C	0.04 K	-802.15 C	-1.11 K	0.08 F
	41.92 C	12.57 C	0.04 K	-802.14 C	-1.11 K	0.08 F
99.0	45.01 C	12.93 C	0.04 K	-1001.56 C	-1.71 K	0.10 F
	45.01 C	12.94 C	0.04 F	-1001.52 C	-1.76 K	0.10 F
92.7	47.87 C	13.10 C	0.04 F	-1090.32 C	-1.98 K	0.11 F
	47.87 C	13.08 C	0.05 K	-1090.30 C	-2.00 K	0.11 F
79.6	51.05 C	13.42 C	0.05 K	-1279.18 C	-2.65 K	0.13 F
	51.05 C	13.42 C	0.06 K	-1279.17 C	-2.65 K	0.13 F
66.4	54.48 C	13.78 C	0.06 K	-1470.72 C	-3.42 K	0.14 F
	54.48 C	13.78 C	0.06 K	-1470.72 C	-3.42 K	0.14 F
53.2	58.17 C	14.15 C	0.06 K	-1665.19 C	-4.21 K	0.15 F
	58.17 C	14.16 C	0.05 K	-1665.18 C	-4.21 K	0.15 F
45.5	62.71 C	14.38 C	0.05 K	-1781.12 C	-4.57 K	0.16 F
	62.71 C	14.38 C	0.05 K	-1781.12 C	-4.57 K	0.16 F
34.1	66.18 C	14.70 C	0.05 K	-1953.12 C	-5.07 K	0.16 F
	66.18 C	14.70 C	0.04 K	-1953.12 C	-5.08 K	0.16 F
22.7	69.84 C	15.02 C	0.04 K	-2126.94 C	-5.57 K	0.17 F
	69.84 C	15.02 C	0.04 K	-2126.95 C	-5.57 K	0.17 F
11.4	73.73 C	15.32 C	0.04 K	-2302.41 C	-6.05 K	0.17 F
	73.73 C	15.32 C	0.04 K	-2302.41 C	-6.05 K	0.17 F
	77.72 C	15.62 C	0.04 K	-2479.38 C	-6.53 K	0.17 F
base reaction	77.72 C	-15.62 C	-0.04 K	2479.38 C	6.53 K	-0.17 F

COMPLIANCE WITH 4.8.2 & 4.5.4

=====

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00A	0.00I	0.00K	0.00I	YES	6.35A	45.2
178.08	0.01A	0.06D	0.00K	0.06D	YES	8.41A	45.2
	0.01E	0.06D	0.00E	0.06D	YES	8.41A	45.2
162.17	0.01E	0.14D	0.01E	0.15D	YES	10.46A	45.2

				412281		
	0.01B	0.14D	0.01H	0.15D	YES	10.46A 45.2
146.25	0.01B	0.22D	0.01H	0.23D	YES	12.52A 45.2
	0.01E	0.16F	0.01L	0.17F	YES	8.95A 45.2
141.75	0.01E	0.18L	0.01L	0.19L	YES	9.39A 45.2
	0.01D	0.19L	0.01C	0.20L	YES	9.12A 45.2
127.50	0.01D	0.21C	0.01C	0.22C	YES	10.50A 45.2
	0.01C	0.21C	0.01C	0.22C	YES	10.50A 45.2
113.25	0.01C	0.23C	0.01C	0.24C	YES	11.89A 45.2
	0.01C	0.23C	0.01C	0.24C	YES	11.89A 45.2
99.00	0.01C	0.23C	0.01C	0.24C	YES	13.27A 45.2
	0.01C	0.23C	0.01C	0.24C	YES	13.27A 45.2
92.75	0.01C	0.23C	0.01C	0.24C	YES	13.88A 45.2
	0.01C	0.25C	0.01C	0.26C	YES	13.52A 45.2
79.58	0.01C	0.24C	0.00C	0.25C	YES	14.80A 45.2
	0.01C	0.24C	0.00C	0.25C	YES	14.80A 45.2
66.42	0.01C	0.24C	0.00C	0.25C	YES	16.08A 45.2
	0.01C	0.24C	0.00C	0.25C	YES	16.08A 45.2
53.25	0.01C	0.24C	0.00C	0.25C	YES	17.35A 45.2
	0.01C	0.24C	0.00C	0.25C	YES	17.35A 45.2
45.50	0.01C	0.24C	0.00C	0.25C	YES	18.11A 45.2
	0.01C	0.25C	0.00C	0.26C	YES	17.75A 45.2
34.12	0.01C	0.25C	0.00C	0.26C	YES	18.86A 45.2
	0.01C	0.25C	0.00C	0.26C	YES	18.86A 45.2
22.75	0.01C	0.25C	0.00C	0.26C	YES	19.96A 45.2
	0.01C	0.25C	0.00C	0.26C	YES	19.96A 45.2
11.37	0.01C	0.25C	0.00C	0.26C	YES	21.06A 45.2
	0.01C	0.25C	0.00C	0.26C	YES	21.06A 45.2
0.00	0.01C	0.25C	0.00C	0.26C	YES	22.17A 45.2

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

DOWN	SHEAR.w.r.t.WIND.DIR	MOMENT.w.r.t.WIND.DIR	TORSION
kip	ALONG kip	ALONG ft-kip	ft-kip
	ACROSS kip	ACROSS ft-kip	
77.72	15.62	-2479.38	0.17
C	C	C	F
		K	

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

### Pole Data

Diameter: 67.850 in (flat to flat)  
Thickness: 0.5 in  
Yield (Fy): 65 ksi  
# of Sides: 18 "0" IF Round  
Strength (Fu): 80 ksi

### Reactions

Moment, Mu: 9751.04 ft-kips  
Axial, Pu: 93.21 kips  
Shear, Vu: 61.35 kips

### Anchor Rod Data

Quantity: 26  
Diameter: 2.25 in  
Rod Material: A615  
Strength (Fu): 100 ksi  
Yield (Fy): 75 ksi  
BC Diam. (in): 75.25 BC Override:

### Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 247.5 Kips  
Allowable  $\Phi$ \*Rnt: 260.0 Kips (per 4.9.9)  
Anchor Rod Interaction Ratio: **95.2% Pass**

### Plate Data

Diameter (in): 81 Dia. Override:   
Thickness: 2.5 in  
Yield (Fy): 50 ksi  
Eff Width/Rod: 8.28 in  
Drain Hole: 2.625 in. diameter  
Drain Location: 31.75 in. center of pole to center of drain hole  
Center Hole: 55.5 in. diameter

### Base Plate Results

Base Plate (Mu/Z): 43.7 ksi  
Allowable  $\Phi$ \*Fy: 45.0 ksi (per AISC)  
Base Plate Interaction Ratio: **97.1% Pass**

**MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES**

195' Monopole AT&T Cumberland Falls Hwy FN, KY (412281) 06/27/18 REB

<b>Overall Loads:</b>			
Factored Moment (ft-kips)	9751.04		
Factored Axial (kips)	93.21		
Factored Shear (kips)	61.35		
Bearing Design Strength (ksf)	3.75	Max. Net Bearing Press. (ksf)	3.32
Water Table Below Grade (ft)	999	Allowable Bearing Pressure (ksf)	2.50
Width of Mat (ft)	33	Safety Factor	2.00
Thickness of Mat (ft)	2	Ultimate Bearing Pressure (ksf)	5.00
Depth to Bottom of Slab (ft)	6	Bearing $\Phi$ s	0.75
Quantity of Bolts in Bolt Circle	26		
Bolt Circle Diameter (in)	75.25		
Top of Concrete to Top of Bottom Threads (in)	60	Minimum Pier Diameter (ft)	7.60
Diameter of Pier (ft)	9	Equivalent Square b (ft)	7.98
Ht. of Pier Above Ground (ft)	0.5	Square Pier? (Y/N)	N
Ht. of Pier Below Ground (ft)	4		
Quantity of Bars in Mat	71	Recommended Spacing (in)	5 to 12
Bar Diameter in Mat (in)	1		
Area of Bars in Mat (in <sup>2</sup> )	55.76		
Spacing of Bars in Mat (in)	5.56	Minimum Pier A <sub>s</sub> (in <sup>2</sup> )	45.80
Quantity of Bars Pier	60	Recommended Spacing (in)	5 to 12
Bar Diameter in Pier (in)	1		
Tie Bar Diameter in Pier (in)	0.625		
Spacing of Ties (in)	12		
Area of Bars in Pier (in <sup>2</sup> )	47.12		
Spacing of Bars in Pier (in)	5.22		
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd <sup>3</sup> )	91.27		
<b>Two-Way Shear Action:</b>			
Average d (in)	20		
$\phi v_c$ (ksi)	0.227	$v_u$ (ksi)	0.197
$\phi v_c = \phi(2 + 4/\beta_c)f_c^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f_c^{1/2}$	0.227		
$\phi v_c = \phi 4f_c^{1/2}$	0.228		
Shear perimeter, b <sub>o</sub> (in)	402.12		
$\beta_c$	1		
<b>One-Way Shear:</b>			
$\phi V_c$ (kips)	903.2	$V_u$ (kips)	552.5
<b>Stability:</b>			
Overturning Design Strength (ft-k)	13342.5	Total Applied M (ft-k)	10149.8

**Pier Design:**

$\phi V_n$ (kips)	1069.5	$V_u$ (kips)	61.4
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	1069.5		
$V_s$ (kips)	0.0	*** $V_s$ max = $4 f'_c{}^{1/2} b_w d$ (kips)	2503.8
Maximum Spacing (in)	6.78	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development $l_{dh}$ (in)	12.17

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

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	4741.6	$M_u$ (ft-kips)	4715.0
$a$ (in)	2.21		
Steel Ratio	0.00704		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	147.14	Required Development in Pad (in)	26.64

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

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

# 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="button" value="Search"/>				

	Utility ID	Utility Name	Utility Type	Class	City	State
<input type="button" value="View"/>	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	C	San Francisco	CA
<input type="button" value="View"/>	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
<input type="button" value="View"/>	4109300	Access Point, Inc.	Cellular	D	Cary	NC
<input type="button" value="View"/>	4108300	Air Voice Wireless, LLC	Cellular	A	Bloomfield Hill	MI
<input type="button" value="View"/>	4110650	Alliant Technologies of KY, L.L.C.	Cellular	D	Morristown	NJ
<input type="button" value="View"/>	44451184	Alltel Communications, LLC	Cellular	A	Basking Ridge	NJ
<input type="button" value="View"/>	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
<input type="button" value="View"/>	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
<input type="button" value="View"/>	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
<input type="button" value="View"/>	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
<input type="button" value="View"/>	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
<input type="button" value="View"/>	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
<input type="button" value="View"/>	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
<input type="button" value="View"/>	4108750	Blue Jay Wireless, LLC	Cellular	C	Carrollton	TX
<input type="button" value="View"/>	4111050	BlueBird Communications, LLC	Cellular	C	New York	NY
<input type="button" value="View"/>	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
<input type="button" value="View"/>	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA

<a href="#">View</a>	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
<a href="#">View</a>	4100700	Cellco Partnership dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular	B	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular	D	San Antonio	TX
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
<a href="#">View</a>	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
<a href="#">View</a>	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular	A	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	OK
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular	D	New York	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4109750	Konatel, Inc. dba telecom.mobi	Cellular	D	Johnstown	PA
<a href="#">View</a>	4111250	Liberty Mobile Wireless, LLC	Cellular	C	Sunny Isles Beach	
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular	C	Fort Lee	NJ
<a href="#">View</a>	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA

<a href="#">View</a>	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
<a href="#">View</a>	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
<a href="#">View</a>	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001800	OnStar, LLC	Cellular	A	Detroit	MI
<a href="#">View</a>	4110750	Onvoy Spectrum, LLC	Cellular	D	Plymouth	MN
<a href="#">View</a>	4109050	Patriot Mobile LLC	Cellular	D	Southlake	TX
<a href="#">View</a>	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
<a href="#">View</a>	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
<a href="#">View</a>	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
<a href="#">View</a>	4111350	Q LINK MOBILE LLC	Cellular	C	Dania Beach	FL
<a href="#">View</a>	4106700	Q Link Wireless, LLC	Cellular	B	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular	B	Hiawatha	IA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular	D	Raleigh	NC
<a href="#">View</a>	4111100	ROK Mobile, Inc.	Cellular	C	Culver City	CA
<a href="#">View</a>	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
<a href="#">View</a>	4109150	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	Cellular	D	Covington	GA
<a href="#">View</a>	4108450	Tempo Telecom, LLC	Cellular	D	Atlanta	GA
<a href="#">View</a>	4109950	The People's Operator USA, LLC	Cellular	D	New York	NY
<a href="#">View</a>	4109000	Ting, Inc.	Cellular	A	Toronto	ON

<a href="#">View</a>	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
<a href="#">View</a>	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
<a href="#">View</a>	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4002000	Truphone, Inc.	Cellular	D	Durham	NC
<a href="#">View</a>	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
<a href="#">View</a>	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4110800	Visible Service LLC	Cellular	D	Lone Tree	CO
<a href="#">View</a>	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
<a href="#">View</a>	4110950	Wing Tel Inc.	Cellular	D	New York	NY
<a href="#">View</a>	4109900	Wireless Telecom Cooperative, Inc. dba theWirelessFreeway	Cellular	D	Louisville	KY

**EXHIBIT E**  
**FAA**

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

Airspace User: Not Identified

File: Cumberland Falls Hwy

Location: Corbin, KY

Latitude: 36°-51'-25.63" Longitude: 84°-13'-44.32"

SITE ELEVATION AMSL.....1290 ft.  
STRUCTURE HEIGHT.....199 ft.  
OVERALL HEIGHT AMSL.....1489 ft.  
SURVEY HEIGHT AMSL.....1489 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)  
FAR 77.9(b): NNR (DNE Notice Slope)  
FAR 77.9(c): NNR (Not a Traverse Way)  
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for BYL  
FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for 18I  
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

PNR = Possible Notice Required (depends upon actual IFR procedure)  
For new construction review Air Navigation Facilities at bottom  
of this report.

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

OBSTRUCTION STANDARDS

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

VFR TRAFFIC PATTERN AIRSPACE FOR: BYL: WILLIAMSBURG-WHITLEY COUNTY

Type: A RD: 22126.65 RE: 1177.7

FAR 77.17(a)(1): DNE

FAR 77.17(a)(2): DNE - Height No Greater Than 200 feet AGL.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

The structure is within VFR - Traffic Pattern Airspace Climb/Descent Area.  
 Structures exceeding the greater of 350' AAE, 77.17(a)(2), or VFR  
 horizontal  
 and conical surfaces will receive a hazard determination from the FAA.  
 Maximum AMSL of Climb/Descent Area is 1527 feet.

VFR TRAFFIC PATTERN AIRSPACE FOR: 18I: MC CREARY COUNTY

Type: A RD: 74224.45 RE: 1370  
 FAR 77.17(a)(1): DNE  
 FAR 77.17(a)(2): Does Not Apply.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)  
 FAR 77.17(a)(3) Departure Surface Criteria (40:1)  
 DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)  
 FAR 77.17(a)(4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 3100 ft AMSL

PRIVATE LANDING FACILITIES

FACIL	BEARING	RANGE	DELTA ARP	FAA
IDENT TYP NAME	To FACIL	IN NM	ELEVATION	IFR
72KY AIR CARR	165.55	5.7	+384	

No Impact to VFR Transitional Surface.  
 Below surface height of 470 ft above ARP.

AIR NAVIGATION ELECTRONIC FACILITIES

FAC	ST	DIST	DELTA	GRND				
IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA	ST	LOCATION
BYL	LOCALIZER	I	108.3	159.65	24986	+332	KY	RWY 20 WILLIAMSBU
LOZ	VOR/DME	R	116.1	28.44	72903	+244	KY	LONDON

APCH .76  
 ANGLE BEAR .19

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.  
Movement Method Proof as specified in §73.151(c) is not required.  
Please review 'AM Station Report' for details.

Nearest AM Station: WCWC @ 10491 meters.

Airspace® Summary Version 18.3.498

AIRSPACE® and TERPS® are registered ® trademarks of Federal Airways & Airspace®  
Copyright © 1989 - 2018

05-08-2018  
16:38:22

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

## Cody Knox

---

**From:** Houlihan, John F (KYTC) <John.Houlihan@ky.gov>  
**Sent:** Tuesday, May 08, 2018 12:05 PM  
**To:** Cody Knox  
**Subject:** RE: AT&T KAZC permit determination - Cumberland Falls Hwy FN

No permit is required from the KAZC.

Just a reminder, any construction equipment exceeding 200 feet above ground level will require a Temporary Structure Permit from the KAZC.

Thank you

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

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

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

---

**From:** Cody Knox <[cknox@integrisite.net](mailto:cknox@integrisite.net)>  
**Sent:** Tuesday, May 08, 2018 12:19 PM  
**To:** Houlihan, John F (KYTC) <[John.Houlihan@ky.gov](mailto:John.Houlihan@ky.gov)>  
**Cc:** GLASGOW, MARIE <[marie.glasgow@mastec.com](mailto:marie.glasgow@mastec.com)>; MILANA, STEVEN <[steven.milana@mastec.com](mailto:steven.milana@mastec.com)>; Wayne Barnett <[wbarnett@integrisite.net](mailto:wbarnett@integrisite.net)>; Roy Johnson <[rjohnson@johnsonpm.com](mailto:rjohnson@johnsonpm.com)>; Matt Hill <[Joseph.Hill2@mastec.com](mailto:Joseph.Hill2@mastec.com)>; Sam Astrahan <[Sam.Astrahan@mastec.com](mailto:Sam.Astrahan@mastec.com)>  
**Subject:** AT&T KAZC permit determination - Cumberland Falls Hwy FN

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

Project Name: Cumberland Falls Hwy FN  
Latitude: 36 51 25.63 N  
Longitude: 84 13 44.32 W  
GE: 1,290'  
Tower height including lightning arrestor: 199'  
Overall height: 1,489'

Thank you,

Cody Knox  
Integrisite, Inc.  
214 Expo Circle, Suite 4  
West Monroe, LA 71292  
318-355-6599

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



---

December 10, 2018

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

Subject: Prelim Geotechnical Investigation  
Site Name: CUMBERLAND FALLS HWY FN  
Site Address: 10256 Cumberland Falls Highway, Williamsburg, KY 40769, Whitley County  
Coordinates: N36° 51' 25.63", W84° 13' 44.32"  
POD Project No. 18-32042

Dear Ms. Ward:

Power of Design (POD) was authorized in December 2018 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated March 28, 2018. The Property is located on gradual to steep rolling land east of Cumberland Falls Highway. The Property includes a proposed 100-foot by 100-foot lease area located on rolling pasture land with a proposed approximate 2,244-foot long by 30-foot wide access/utility easement. The proposed easement would extend in a north eastern direction off Cumberland Falls Highway, turning to the north to the proposed lease area.

Due to extremely wet soil conditions, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, access road improvements would be necessary.

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

Cordially,

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

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



Handwritten initials "MP" in blue ink.



# Preliminary Geotechnical Investigation

**Site Name:** CUMBERLAND FALLS HWY

**Site Address:** 10256 Cumberland Falls Hwy  
Williamsburg, KY 40769  
Whitley County

**Coordinates:** N36° 51' 25.63"  
W84° 13' 44.32"

**POD Project No.:** 18-32042



**SUBMITTED TO:**

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

**PREPARED BY:**

Power of Design  
11490 Bluegrass Parkway  
Louisville, KY 40299



---

December 10, 2018

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

Re: Subject: **Preliminary Geotechnical Investigation**  
Site Name: CUMBERLAND FALLS HWY  
Site Address: 10256 Cumberland Falls Hwy  
Williamsburg, KY 40769  
Whitley County  
Coordinates: N36° 51' 25.63", W84° 13' 44.32"  
POD Project No. 18-32042

Dear Ms. Ward:

Power of Design (POD) is pleased to submit this report of our Preliminary Geotechnical Investigation for the proposed project. Our services were provided as authorized electronically on November 26, 2018.

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

### **Purpose and Scope of Work**

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

### **Project Information**

POD provided a survey dated 3/28/18 of the Property. The Property is located on a rolling pasture land east of Cumberland Falls Highway. We understand that plans call for a new 195-foot tall (with a 4-foot LA) monopole on the site, approximately as shown on Figure 1.



---

### Estimated Site and Subsurface Conditions

The topography leading up to the proposed compound varies from gradual to steep slopes. The elevation at the proposed tower location is about 1,290 feet AMSL.

The soil survey shows Sequoia-Wernock (4C) complex for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a silt loam to a depth of approx. 4 inches, silty clay to approx. 22 inches, with bedrock being at approximately 30 inches.

### Recommendations

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

We appreciate the opportunity to be of service.

Cordially,

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

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



Handwritten initials "MP" in blue ink.

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



## **APPENDIX A**

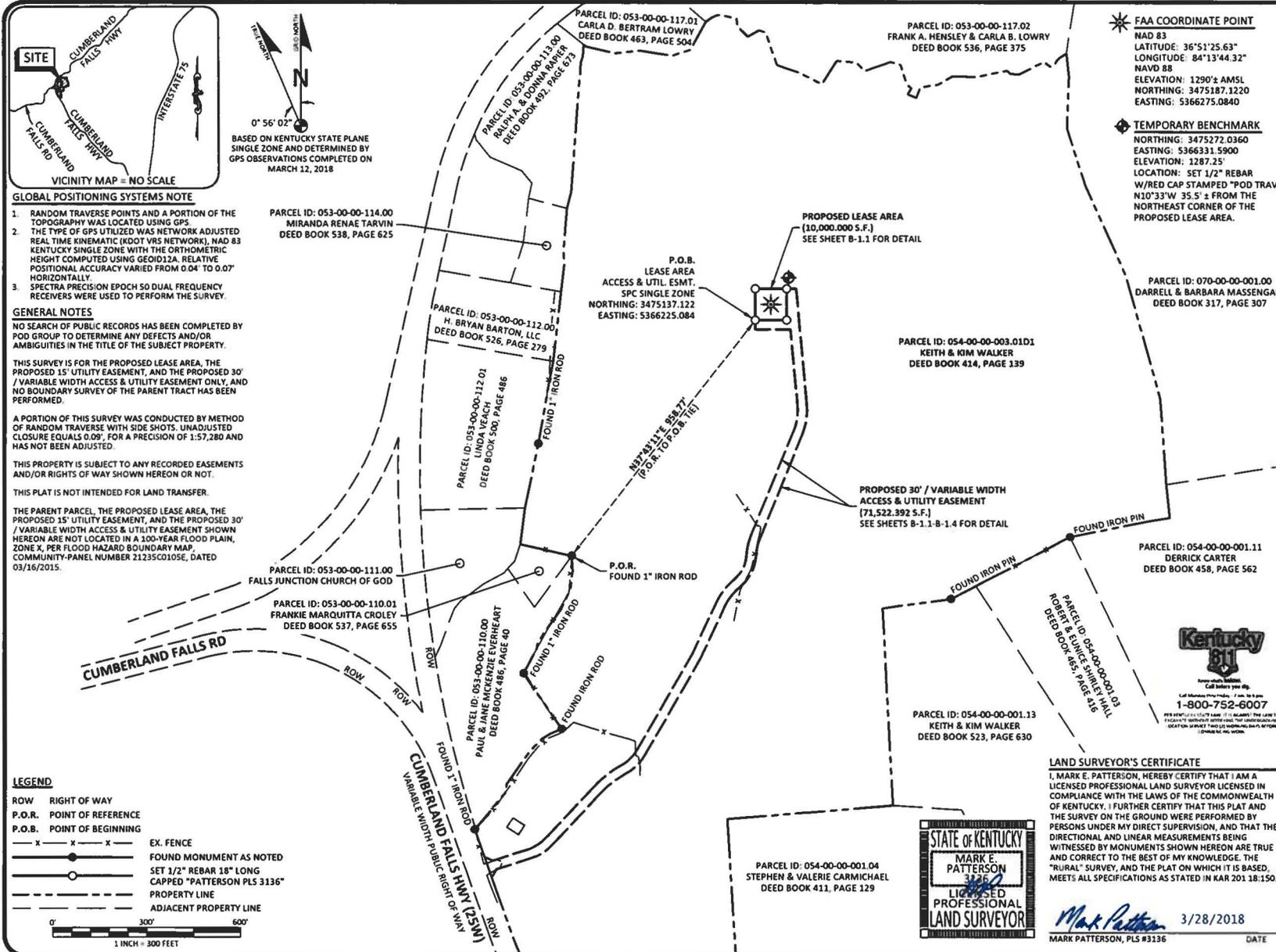
**Topographic Map and Site Survey**



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

**X** = Proposed Site

	<p><b>Site Name:</b> CUMBERLAND FALLS HWY</p> <p><b>Site Address:</b> 10256 Cumberland Falls Hwy Williamsburg, KY 40769 Whitley County</p> <p><b>Coordinates:</b> N36° 51' 25.63" W84° 13' 44.32"</p>	<p><b>Figure 1:</b></p> <p><b>Site Location Plan</b></p>
---	---	--



PREPARED BY:  
  
 11410 MULLENBASS PARKWAY  
 LOUISVILLE, KY 40299  
 502-433-7252

PREPARED FOR:

PREPARED FOR:

**SURVEY**

REV	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
D	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
 054-00-00-003.01D1

**PROPERTY OWNERS:**  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769

**SOURCE OF TITLE:**  
 DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
 .....

**POD NUMBER:** 18-21021

**DRAWN BY:** CPM

**CHECKED BY:** MEF

**SURVEY DATE:** 3.12.18

**PLAT DATE:** 3.15.18

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

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

**FAA COORDINATE POINT**  
 MAD 83  
 LATITUDE: 36°51'25.63"  
 LONGITUDE: 84°13'44.32"  
 NAVD 88  
 ELEVATION: 1290± AMSL  
 NORTHING: 3475187.1220  
 EASTING: 5366275.0840

**TEMPORARY BENCHMARK**  
 NORTHING: 3475272.0360  
 EASTING: 5366331.5900  
 ELEVATION: 1287.25'  
 LOCATION: SET 1/2" REBAR W/RED CAP STAMPED "POD TRAV" N10°33'W 35.5'± FROM THE NORTHEAST CORNER OF THE PROPOSED LEASE AREA.

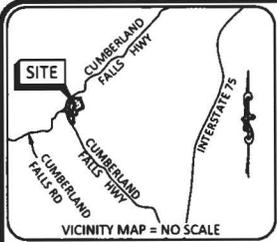
Call before you dig.  
**1-800-752-6007**

FOR DETAILS VISIT [www.ky.gov](http://www.ky.gov) OR VISIT THE WEBSITE [www.ky.gov](http://www.ky.gov) FOR A LIST OF REGISTERED SURVEYORS.

**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* 3/28/2018  
 MARK PATTERSON, PLS #3136 DATE



0° 56' 02" N  
 BASED ON KENTUCKY STATE PLANE  
 SINGLE ZONE AND DETERMINED BY  
 GPS OBSERVATIONS COMPLETED ON  
 MARCH 12, 2018

**GLOBAL POSITIONING SYSTEMS NOTE**

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

**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, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09'. FOR A PRECISION OF 1:57,280 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2125C01056, DATED 03/16/2015.



Call before you dig  
 1-800-752-6007

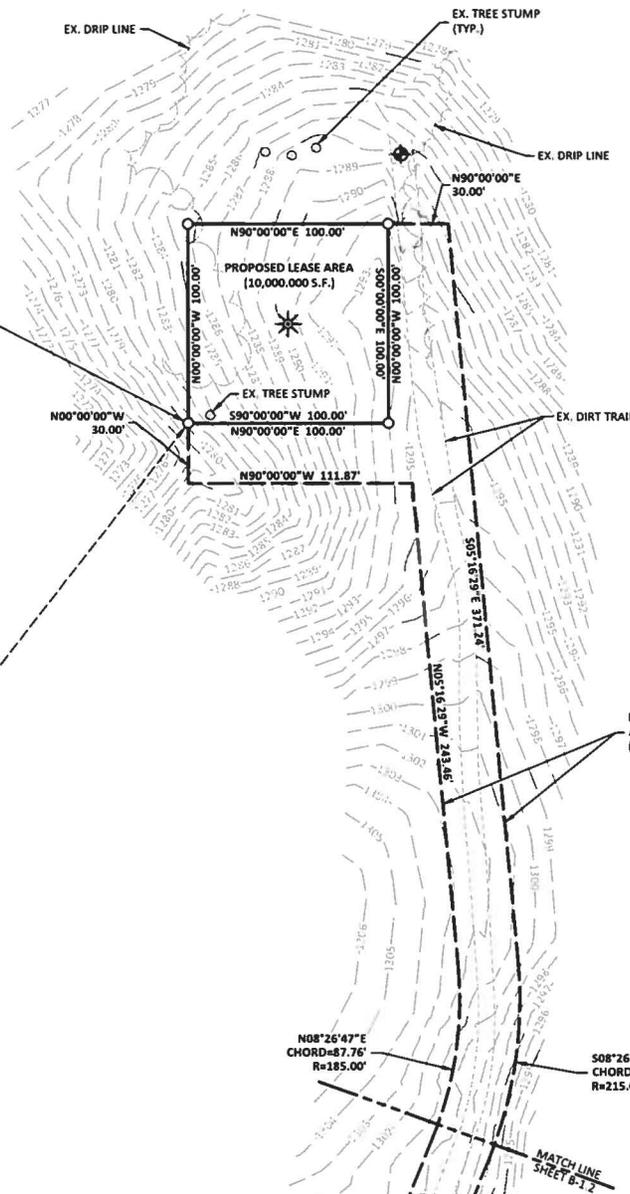
**LAND SURVEYOR'S CERTIFICATE**

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* 3/28/2018  
 MARK PATTERSON, PLS #3136 DATE

P.O.B.  
 LEASE AREA  
 ACCESS & UTIL. ESMT.  
 SPC SINGLE ZONE  
 NORTHING: 3475137.122  
 EASTING: 5366225.084



PARCEL ID: 054-00-00-003.01D1  
 KEITH & KIM WALKER  
 DEED BOOK 414, PAGE 139

FAA COORDINATE POINT  
 NAD 83  
 LATITUDE: 36°51'25.63"  
 LONGITUDE: 84°13'44.32"  
 NAVD 88  
 ELEVATION: 1290.± AMSL  
 NORTHING: 3475187.1220  
 EASTING: 5366275.0840

TEMPORARY BENCHMARK  
 NORTHING: 3475272.0360  
 EASTING: 5366331.5900  
 ELEVATION: 1287.25'  
 LOCATION: SET 1/2" REBAR  
 W/RED CAP STAMPED "POD TRAV"  
 N10°33'W 35 S' ± FROM THE  
 NORTHEASTERN MOST CORNER OF  
 THE PROPOSED LEASE AREA.

PREPARED BY:  
  
 11410 MULLENDASS PARKWAY  
 LOUISVILLE, KY 40299  
 502.437.5252

PREPARED FOR:

PREPARED FOR:

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
D	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
 CUMBERLAND FALLS  
 HWY FN  
 10256 CUMBERLAND  
 FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

TAX PARCEL NUMBER:  
 054-00-00-003.01D1

PROPERTY OWNERS:  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:  
 DEED BOOK 414, PAGE 139

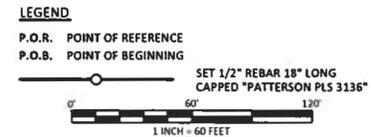
**SITE NUMBER:**

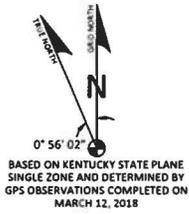
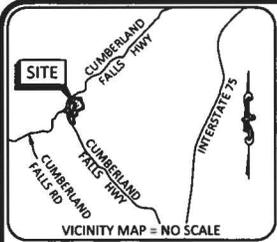
POD NUMBER: 18-21021

DRAWN BY: CPM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 3.15.18

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

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





**GLOBAL POSITIONING SYSTEMS NOTE**

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

**GENERAL NOTES**

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT ONLY, AND NO BOUNDARY SURVEY OF THE PARENT TRACT HAS BEEN PERFORMED.

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09'. FOR A PRECISION OF 1:57,280 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, THE PROPOSED 15' UTILITY EASEMENT, AND THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21235C01056, DATED 03/16/2015.



1-800-752-6007

**LAND SURVEYOR'S CERTIFICATE**

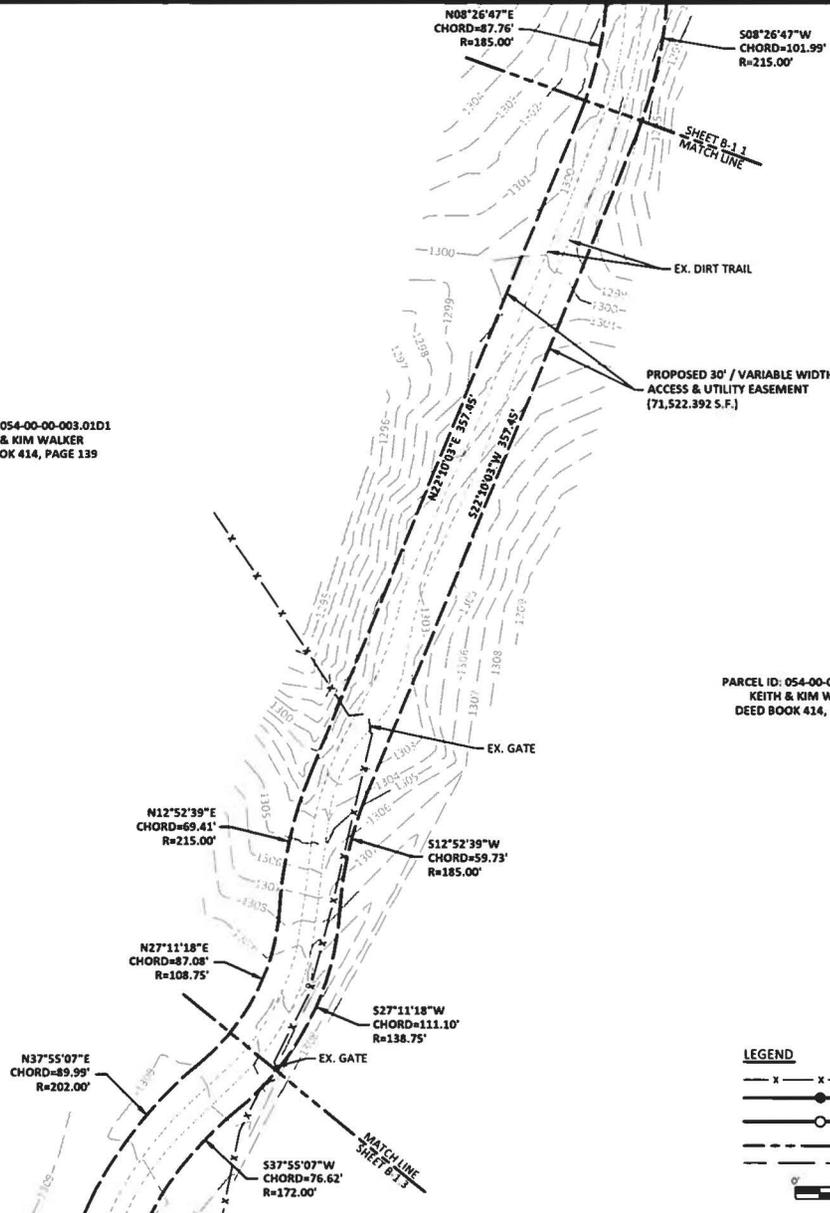
I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND 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 3/28/2018  
MARK PATTERSON, PLS #3136 DATE

PARCEL ID: 054-00-00-003.01D1  
KEITH & KIM WALKER  
DEED BOOK 414, PAGE 139

PARCEL ID: 054-00-00-003.01D1  
KEITH & KIM WALKER  
DEED BOOK 414, PAGE 139



**FAA COORDINATE POINT**  
NAD 83  
LATITUDE: 36°51'25.63"  
LONGITUDE: 84°13'44.32"  
NAVD 88  
ELEVATION: 1290 ± AMSL  
NORTHING: 3475187.1220  
EASTING: 5366275.0840

**TEMPORARY BENCHMARK**  
NORTHING: 3475272.0360  
EASTING: 5366331.5900  
ELEVATION: 1287.25'  
LOCATION: SET 1/2" REBAR W/RED CAP STAMPED "POD TRAV" N10°33'W 35.5' ± FROM THE NORTHEASTERN MOST CORNER OF THE PROPOSED LEASE AREA.

PREPARED BY:  
**POD**  
POWHEEN DESIGN  
11476 BILGLASS PARKWAY  
LOUISVILLE, KY 40299  
502-417-5252

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SURVEY**

REV.	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
D	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
CUMBERLAND FALLS HWY FN  
10256 CUMBERLAND FALLS HIGHWAY  
WILLIAMSBURG, KY 40769  
WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
054-00-00-003.01D1

**PROPERTY OWNERS:**  
KEITH & KIM WALKER  
331 HWY 895  
WILLIAMSBURG, KY 40769

**SOURCE OF TITLE:**  
DEED BOOK 414, PAGE 139

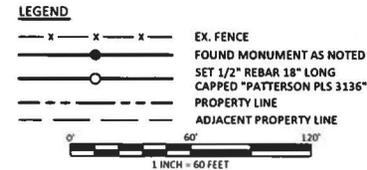
**SITE NUMBER:**  
\*\*\*\*\*

POD NUMBER: 18-21021

DRAWN BY: CPM  
CHECKED BY: MEP  
SURVEY DATE: 3.12.18  
PLAT DATE: 3.15.18

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

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







**LEGAL DESCRIPTIONS**

**PROPOSED LEASE AREA**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO KEITH & KIM WALKER AS DESCRIBED IN DEED BOOK 414, PAGE 139 OF RECORD IN THE WHITLEY COUNTY, KY CLERKS OFFICE, PARCEL ID: 054-00-00-003.01D1, 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 12, 2018.

BEGINNING AT A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3475137.122, AND E:5366225.084, SAID REBAR FOR REFERENCE BEING N37°43'11"E 958.77' FROM A FOUND 1" IRON ROD IN THE NORTHEAST CORNER OF LAND CONVEYED TO FRANKIE MARQUITTA CROLEY AS RECORDED IN DEED BOOK 537, PAGE 655, PARCEL ID: 053-00-00-110.01, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO PAUL & JANE MCKENZIE EVERHEART AS RECORDED IN DEED BOOK 486, PAGE 40, PARCEL ID: 053-00-00-110.00, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO KEITH & KIM WALKER AS RECORDED IN DEED BOOK 414, PAGE 139, PARCEL ID: 054-00-00-003.01D1; THENCE N00°00'00"W 100.00' TO A "SET IPC"; THENCE N90°00'00"E 100.00' TO A "SET IPC"; THENCE S00°00'00"E 100.00' TO A "SET IPC"; THENCE S90°00'00"W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.000 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2018.

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

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED FROM THE PROPERTY CONVEYED TO KEITH & KIM WALKER AS DESCRIBED IN DEED BOOK 414, PAGE 139 OF RECORD IN THE WHITLEY COUNTY, KY CLERKS OFFICE, PARCEL ID: 054-00-00-003.01D1, 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 12, 2018.

BEGINNING AT A SET 1/2" REBAR WITH CAP STAMPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, HAVING A KENTUCKY SINGLE ZONE STATE PLANE COORDINATE VALUE OF N:3475137.122, AND E:5366225.084, SAID REBAR FOR REFERENCE BEING N37°43'11"E 958.77' FROM A FOUND 1" IRON ROD IN THE NORTHEAST CORNER OF LAND CONVEYED TO FRANKIE MARQUITTA CROLEY AS RECORDED IN DEED BOOK 537, PAGE 655, PARCEL ID: 053-00-00-110.01, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO PAUL & JANE MCKENZIE EVERHEART AS RECORDED IN DEED BOOK 486, PAGE 40, PARCEL ID: 053-00-00-110.00, SAID 1" IRON ROD ALSO BEING A COMMON CORNER TO LAND CONVEYED TO KEITH & KIM WALKER AS RECORDED IN DEED BOOK 414, PAGE 139, PARCEL ID: 054-00-00-003.01D1; THENCE N90°00'00"E 100.00' TO A "SET IPC"; THENCE N00°00'00"W 100.00' TO A "SET IPC"; THENCE LEAVING THE PROPOSED LEASE AREA N00°00'00"E 30.00'; THENCE S05°16'29"E 371.24'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00'; S08°26'47"W 101.99'; THENCE S22°10'03"W 357.45'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00'; S12°52'39"W 59.73'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 138.75'; S27°11'18"W 111.10'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 172.00'; S37°55'07"W 76.62'; THENCE S25°02'55"W 183.27'; THENCE S29°47'57"W 357.90'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00'; S45°35'55"W 89.85'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 285.00'; S52°13'41"W 90.84'; THENCE S43°03'30"W 233.35'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 165.00'; S57°35'10"W 82.78'; THENCE S72°00'51"W 115.39'; THENCE S29°24'11"W 30.62' TO A POINT IN THE WEST LINE OF AFOREMENTIONED LAND CONVEYED TO KEITH & KIM WALKER, SAID WEST LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF CUMBERLAND FALLS HIGHWAY; THENCE WITH SAID WEST LINE OF WALKER AND SAID EAST RIGHT OF WAY LINE N19°26'30"W 70.34'; THENCE LEAVING SAID WEST LINE OF WALKER AND SAID EAST RIGHT OF WAY LINE AND TRaversing THE LAND OF WALKER S66°19'52"E 29.47'; THENCE N72°06'51"E 117.75'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00'; N57°35'07"E 67.73'; THENCE N43°03'30"E 233.35'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.00'; N52°13'41"E 100.40'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 135.00'; N45°35'55"E 73.51'; THENCE N29°47'57"E 356.65'; THENCE N25°02'55"E 182.03'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 202.00'; N37°55'07"E 89.99'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 108.75'; N27°11'18"E 87.08'; THENCE WITH THE CHORD OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 215.00'; N12°52'39"E 69.41'; THENCE N22°10'03"E 357.45'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00'; N08°26'47"E 87.76'; THENCE N05°16'29"W 243.46'; THENCE N90°00'00"W 111.87'; THENCE N00°00'00"W 30.00' TO THE POINT OF BEGINNING CONTAINING 71,522.392 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2018.

**TITLE OF COMMITMENT**

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC, AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF AT&T MOBILITY, FILE NO. 59084-KY1801-5030, FA 12718036, EFFECTIVE DATE OF JANUARY 17, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

**SCHEDULE B**

- TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN.  
TAX ID: 054-00-00-003.01D1  
PERIOD: 2017 PAYMENT STATUS: PAID  
TAX AMOUNT: \$517.61  
(NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- MORTGAGES RETURNED HEREIN. (NONE WITHIN PERIOD SEARCHED.)
- ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY OF THE PARENT PARCEL, AND THEREFORE CANNOT ADDRESS THIS ITEM.)
- RIGHTS OF TENANTS OR PERSON IN POSSESSION. (RIGHTS ARE NOT A LAND SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

(NONE WITHIN PERIOD SEARCHED.)

(COVENANTS/RESTRICTIONS)

(NONE WITHIN PERIOD SEARCHED)

(EASEMENTS AND RIGHTS OF WAY)

(NONE WITHIN PERIOD SEARCHED)



**SURVEY**

REV	DATE	DESCRIPTION
A	3.15.18	PRELIM ISSUE w/ TITLE
B	3.21.18	CLIENT COMMENTS
C	3.28.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS**  
**HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
 054-00-00-003.01D1

**PROPERTY OWNERS:**  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769

**SOURCE OF TITLE:**  
 DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
 \*\*\*\*\*

**POD NUMBER:** 18-21021

**DRAWN BY:** CPM  
**CHECKED BY:** MEF  
**SURVEY DATE:** 3.12.18  
**PLAT DATE:** 3.15.18

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

**SHEET NUMBER:** (6 pages)

**B-1.5**

**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.



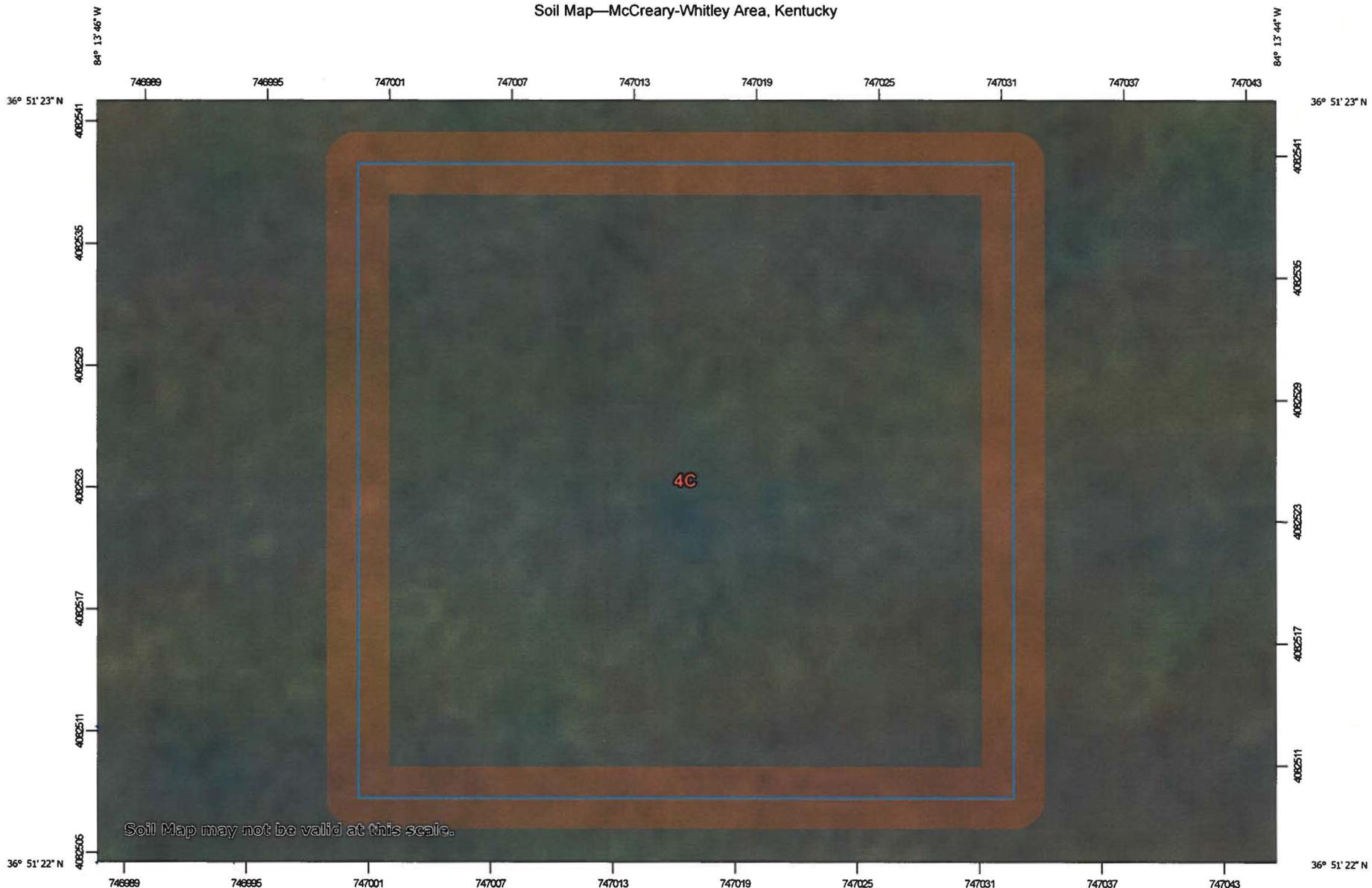
*Mark Patterson* 3/28/2018  
 MARK PATTERSON, PLS #3136 DATE



## **APPENDIX B**

### Soil Survey and Soil Descriptions

### Soil Map—McCreary-Whitley Area, Kentucky



Map Scale: 1:265 if printed on A landscape (11" x 8.5") sheet.



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



Soil Map—McCreary-Whitley Area, Kentucky

**MAP LEGEND**

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

**MAP INFORMATION**

The soil surveys that comprise your AOI were mapped at 1:15,800.

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

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

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

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

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

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

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

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

Date(s) aerial images were photographed: Oct 16, 2014—Mar 23, 2017

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

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
4C	Sequoia-Wernock complex, 6 to 12 percent slopes	0.2	100.0%
<b>Totals for Area of Interest</b>		<b>0.2</b>	<b>100.0%</b>

## Map Unit Description

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

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

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

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

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

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

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

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

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

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

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

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

## Report—Map Unit Description

### McCreary-Whitley Area, Kentucky

#### 4C—Sequoia-Wernock complex, 6 to 12 percent slopes

##### Map Unit Setting

*National map unit symbol:* ng8t

*Elevation:* 800 to 2,130 feet

*Mean annual precipitation: 27 to 37 inches*  
*Mean annual air temperature: 36 to 56 degrees F*  
*Frost-free period: 131 to 170 days*  
*Farmland classification: Farmland of statewide importance*

**Map Unit Composition**

*Sequoia and similar soils: 55 percent*  
*Wernock and similar soils: 35 percent*  
*Minor components: 10 percent*  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Sequoia**

**Setting**

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

**Typical profile**

*H1 - 0 to 4 inches: silt loam*  
*H2 - 4 to 22 inches: silty clay*  
*Cr - 22 to 30 inches: weathered bedrock*

**Properties and qualities**

*Slope: 6 to 12 percent*  
*Depth to restrictive feature: 20 to 40 inches to paralithic bedrock*  
*Natural drainage class: Well drained*  
*Runoff class: High*  
*Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)*  
*Depth to water table: More than 80 inches*  
*Frequency of flooding: None*  
*Frequency of ponding: None*  
*Available water storage in profile: Very low (about 2.9 inches)*

**Interpretive groups**

*Land capability classification (irrigated): None specified*  
*Land capability classification (nonirrigated): 4e*  
*Hydrologic Soil Group: C*  
*Hydric soil rating: No*

**Description of Wernock**

**Setting**

*Landform: Ridges*  
*Landform position (two-dimensional): Summit*  
*Landform position (three-dimensional): Mountaintop*  
*Down-slope shape: Convex*  
*Across-slope shape: Linear*

*Parent material:* Fine-silty residuum weathered from siltstone

**Typical profile**

*H1 - 0 to 5 inches:* silt loam  
*H2 - 5 to 25 inches:* silty clay loam  
*H3 - 25 to 35 inches:* silty clay loam  
*Cr - 35 to 45 inches:* weathered bedrock

**Properties and qualities**

*Slope:* 6 to 12 percent  
*Depth to restrictive feature:* 20 to 40 inches to paralithic bedrock  
*Natural drainage class:* Well drained  
*Runoff class:* Medium  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low (0.00 to 0.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water storage in profile:* Low (about 5.6 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

**Minor Components**

**Lily**

*Percent of map unit:* 5 percent  
*Hydric soil rating:* No

**Muse**

*Percent of map unit:* 3 percent  
*Hydric soil rating:* No

**Greenbriar**

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

**Data Source Information**

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

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

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

1. Beginning at 100 Main Street, Williamsburg, Kentucky, head southwest toward 2<sup>nd</sup> Street and travel approximately 154 feet.
2. Turn left onto S. 2<sup>nd</sup> Street and travel 292 feet.
3. Turn left onto Cumberland Avenue and travel 0.2 miles.
4. Turn left onto Highway 25W (North) and travel approximately 1.8 miles.
5. Turn left to stay on Highway 25W and travel approximately 7.7 miles.
6. The site is on the right at 10256 Cumberland Falls Highway / Highway 25W. The site coordinates are:
  - a. North 36 deg 51 min 25.63 sec
  - b. West 84 deg 13 min 44.32 sec



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

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

Market: Lexington  
Cell Site Number:  
Cell Site Name: Cumberland Falls Hwy FN  
Fixed Asset Number: 12718036

## 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 Keith Walker and Kimberly Walker, a married couple, having a mailing address of 331 Highway 895, Williamsburg, KY 40769 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 10256 Cumberland Falls Highway, in the County of Whitley, State of Kentucky (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

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

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

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

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

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

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

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

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

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (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 the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (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. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on

the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

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

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

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

## **9. INDEMNIFICATION.**

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

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

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

## **10. WARRANTIES.**

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord;

and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest. Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

## **11. ENVIRONMENTAL.**

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

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

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

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

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, excluding acts of nature beyond Landlord's control, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00

per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord shall not be responsible for the maintenance and upkeep of any Tenant constructed access road installed on the Property to the Communication Facility.

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

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such

efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

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

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
  Attn: Network Real Estate Administration  
  Re: Cell Site Name: Cumberland Falls Hwy FN (KY)  
  Fixed Asset No.: 12718036  
  575 Morosgo Drive  
  Atlanta, GA 30324

With a copy to:                New Cingular Wireless PCS, LLC  
  Attn.: Legal Department  
  Re: Cell Site Name: Cumberland Falls Hwy FN (KY)  
  Fixed Asset No.: 12718036  
  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:                Keith & Kimberly Walker  
  331 Highway 895  
  Williamsburg, KY 40769

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

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

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

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

**21. TAXES.**

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

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall

reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

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

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

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

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

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site Name: Cumberland Falls Hwy FN (KY)  
Fixed Asset No: 12718036  
575 Morosgo Drive  
Atlanta, GA 30324

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

## **22. SALE OF PROPERTY**

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale,

subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

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

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

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

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

**24. MISCELLANEOUS.**

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

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

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any

claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

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

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

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

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

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

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

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

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

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

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

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

**[SIGNATURES APPEAR ON NEXT PAGE]**

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

**"LANDLORD"**

Keith Walker

By: Keith Walker

Print Name: Keith Walker

Its: Owner

Date: 2-2-18

Kimberly Walker

By: Kimberly Walker

Print Name: Kimberly Walker

Its: Owner

Date: 2-2-18

**LANDLORD ACKNOWLEDGMENT**

STATE OF Kentucky )

COUNTY OF Whitley ) ss:

On the 2nd day of February, 2018 before me, personally appeared Keith Walker and Kimberly Walker, 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.

Aracelis Prentiss  
Notary Public: \_\_\_\_\_  
My Commission Expires: 8-8-18

**"TENANT"**

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

By: Jason Allday  
Print Name: Jason Allday  
Its: Area Manager - TN/KY  
Date: 4/25/18

**TENANT ACKNOWLEDGMENT**

STATE OF ALABAMA )  
 ) ss:  
COUNTY OF JEFFERSON )

On the 25<sup>th</sup> day of April, 2018, before me personally appeared Jason Allday, and acknowledged under oath that he is the Area Manager – TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, L.L.C, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Lisa Henderson  
Notary Public: Lisa Henderson  
My Commission Expires: 7/9/2018

**EXHIBIT 1**  
**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Option and Lease Agreement dated April 25, 2018, by and between Keith Walker and Kimberly Walker, a married couple, as Landlord, and New Cingular Wireless PCS, L.L.C, a Delaware limited liability company, as Tenant.

The Property owned by Landlord is legally described as follows:

Parcel No. 2

Beginning at a small black oak in the line of J.W. Brown on the east side of the County Road; thence northward with the county road about 4 poles to a stone on the same side of the road; thence westward about 15 3/4 poles to maple the N.W. Corner of School House Ground; thence southward with the School House Ground about 7 poles to a small white oak the S.W. corner of said school ground; thence south west about 5 poles to a stake or pine root; thence southward about 12 poles to the school house spring; thence northward about 2 poles to the branch; thence up said branch about 66 1/2 poles to a stone at said branch; thence leaving said in an eastward direction about 22 poles to a stone on the east side of the county road; thence northward with the county road to the Buchanan road; thence with the Buchanan road to a stone in A. E. Yeary's line on the east side of said road; thence with A.E. Yeary's line S. 83 E. about 30 poles to a white oak and hickory; thence S. 28 E. 23 1/2 poles to a white oak; thence S. 13 E. 5 poles to a black gum; thence S. 12 W. 6 poles to a black gum a conditional corner between A. Hickey's land and the land now being conveyed; thence southward 70 1/2 poles to a stone along a line in a conditional line between A. Hickey and the land now being conveyed; thence S. 13 E. 3 3/4 poles to a black oak, thence S. 5 E. 13 1/2 poles to a black gum; S. 3 E. 12 poles to a chestnut, thence S. 15 E. 12 poles to a chestnut; thence S. 9 1/2 E. 13 1/2 poles to a white oak J.W. Brown's corner; thence S. 75 2/15 W. 47 poles to the beginning.

Second Tract: Beginning on a double maple in W.B. Davis line; thence S. 23 W. 57 P. to a small black oak a corner of W.B. Davis land; thence S. 25 W. 28 P. to a poplar and black oak; thence S. 85 E. 64 Poles to a white oak and hickory; thence S. 31 E. 22 poles to a white oak; thence S. 11 E. 30 poles to a white oak and gum; thence N. 85 E. 32 poles to a white oak; thence N. 65 E. 26 poles to a black oak a corner of James Angel's land; thence a due N. course about 40 poles to a small dogwood; thence 60 poles to a stone; thence N. 30 E. 24 poles to a poplar; thence due N. 14 poles to a hickory a corner of J.A. Estep land; thence with said line to the beginning, excepting however said boundary line the tract of land heretofore conveyed by Minnie Angel and others to Harry Angel by deed dated Nov. 16, 1936, which is recorded in Deed Book 153 at Page 442.

Exceptions: There are excepted from the above the parcels previously conveyed to Harold R. Jones, et ux., by deed dated September 5, 1953, recorded in Deed Book 187, page 317 and to Hoskell B. McKenzie, et ux., dated November 28, 1990, recorded in Deed Book 344, Page 107, and to Arnold Angel and Everett Angel, dated December 11, 1969, recorded in Deed Book 232, Page 9 all in the Whitely County Clerk's Office and reference is made to the deeds for description.

Parcel No. 3

Beginning at a black oak at a wire fence in a line between Minnie Angel and Rebecca Hickey, running an east course along an old field 545 feet to a black gum on top of ridge; thence a north course a straight line up a ridge 650 feet to a chestnut oak in line of Minnie Angel and Rebecca Hickey; thence a west course with Hickey and Angel line 434 feet to a black gum corner; thence a south course with Angel and Hickey line to black oak, the beginning corner.

The Premises are described as a 10,000 square foot portion of the Property and depicted as follows:



**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.

[Landlord Letterhead]

DATE

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

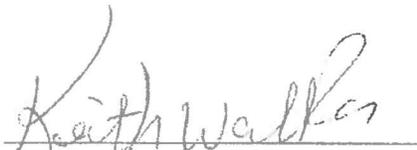
Re: Authorized Access granted to AT&T

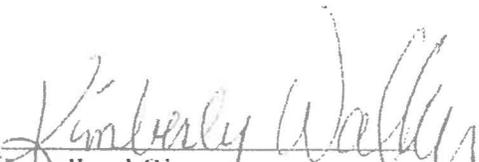
Dear Building and Security Staff,

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

  
\_\_\_\_\_  
Landlord Signature

MEMORANDUM OF LEASE

Prepared by:

Cody Knox  
Integrisite, Inc.  
214 Expo Circle, Suite 4  
West Monroe, LA 71292

Return to:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Atlanta, GA 30324

Re: Cell Site Name: Cumberland Falls Hwy FN  
Fixed Asset #: 12718036  
State: Kentucky  
County: Whitley

MEMORANDUM  
OF  
LEASE

This Memorandum of Lease is entered into on this 25 day of April, 2018, by and between Keith Walker and Kimberly Walker, a married couple, having a mailing address of 331 Highway 895, Williamsburg, KY 40769 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 25 day of April, 2018, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

Keith Walker

By: Keith Walker

Print Name: Keith Walker

Its: Owner

Date: 2-2-18

Kimberly Walker

By: Kimberly Walker

Print Name: Kimberly Walker

Its: Owner

Date: 2-2-18

**LANDLORD ACKNOWLEDGMENT**

STATE OF Kentucky )  
COUNTY OF Whitley ) ss:

On the 2nd day of February, 2018 before me, personally appeared Keith Walker and Kimberly Walker, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

Amy Bennett  
Notary Public: \_\_\_\_\_  
My Commission Expires: 5-8-18



"TENANT"

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

By: Jason Allday  
Print Name: Jason Allday  
Its: Area Manager – TN/KY  
Date: 4/25/18

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA                    )  
  ) ss:  
COUNTY OF JEFFERSON            )

On the 25<sup>th</sup> day of April, 2018, before me personally appeared Jason Allday, and acknowledged under oath that he is the Area Manager – TN/KY of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Lisa Henderson  
Notary Public: Lisa Henderson  
My Commission Expires: 7/9/2018

**EXHIBIT 1**  
**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated April 25, 2018, by and between Keith Walker and Kimberly Walker, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property owned by Landlord is legally described as follows:

Parcel No. 2

Beginning at a small black oak in the line of J.W. Brown on the east side of the County Road; thence northward with the county road about 4 poles to a stone on the same side of the road; thence westward about 15 3/4 poles to maple the N.W. Corner of School House Ground; thence southward with the School House Ground about 7 poles to a small white oak the S.W. corner of said school ground; thence south west about 5 poles to a stake or pine root; thence southward about 12 poles to the school house spring; thence northward about 2 poles to the branch; thence up said branch about 66 1/2 poles to a stone at said branch; thence leaving said in an eastward direction about 22 poles to a stone on the east side of the county road; thence northward with the county road to the Buchanan road; thence with the Buchanan road to a stone in A. E. Yeary's line on the east side of said road; thence with A.E. Yeary's line S. 83 E. about 30 poles to a white oak and hickory; thence S. 28 E. 23 1/2 poles to a white oak; thence S. 13 E. 5 poles to a black gum; thence S. 12 W. 6 poles to a black gum a conditional corner between A. Hickey's land and the land now being conveyed; thence southward 70 1/2 poles to a stone along a line in a conditional line between A. Hickey and the land now being conveyed; thence S. 13 E. 3 3/4 poles to a black oak. thence S. 5 E. 13 1/2 poles to a black gum; S. 3 E. 12 poles to a chestnut. thence S. 15 E. 12 poles to a chestnut; thence S. 9 1/2 E. 13 1/2 poles to a white oak J.W. Brown's corner; thence S. 75 2/15 W. 47 poles to the beginning.

Second Tract: Beginning on a double maple in W.B. Davis line; thence S. 23 W. 57 P. to a small black oak a corner of W.B. Davis land; thence S. 25 W. 28 P. to a poplar and black oak; thence S. 85 E. 64 Poles to a white oak and hickory; thence S. 31 E. 22 poles to a white oak; thence S. 11 E. 30 poles to a white oak and gum; thence N. 85 E. 32 poles to a white oak; thence N. 65 E. 26 poles to a black oak a corner of James Angel's land; thence a due N. course about 40 poles to a small dogwood; thence 60 poles to a stone; thence N. 30 E. 24 poles to a poplar; thence due N. 14 poles to a hickory a corner of J.A. Estep land; thence with said line to the beginning, excepting however said boundary line the tract of land heretofore conveyed by Minnie Angel and others to Harry Angel by deed dated Nov. 16, 1936, which is recorded in Deed Book 153 at Page 442.

Exceptions: There are excepted from the above the parcels previously conveyed to Harold R. Jones, et ux., by deed dated September 5, 1953, recorded in Deed Book 187, page 317 and to Hoskell B. McKenzie, et ux., dated November 28, 1990, recorded in Deed Book 344, Page 107, and to Arnold Angel and Everett Angel, dated December 11, 1969, recorded in Deed Book 232, Page 9 all in the Whitely County Clerk's Office and reference is made to the deeds for description.

Parcel No. 3

Beginning at a black oak at a wire fence in a line between Minnie Angel and Rebecca Hickey, running an east course along an old field 545 feet to a black gum on top of ridge; thence a north course a straight line up a ridge 650 feet to a chestnut oak in line of Minnie Angel and Rebecca Hickey; thence a west course with Hickey and Angel line 434 feet to a black gum corner; thence a south course with Angel and Hickey line to black oak, the beginning corner.

The Premises are described as a 10,000 square foot portion of the Property and depicted as follows:



**EXHIBIT J  
NOTIFICATION LISTING**

NOTIFICATION LISTING  
SITE NAME: CUMBERLAND FALLS HWY FN

WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769

EVERHART PAUL & JANE MCKENZIE  
10087 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

CONN RITA L & CURTIS C  
13150 COIT RD, STE 100  
DALLAS, TX 75240

FALLS JUNCTION CHURCH OF GOD  
9913 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

VEACH LINDA  
5800 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

BARTON H BRYAN LLC  
DWIGHT JENKINS -LF EST-  
9919 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

TARVIN MIRANDA RENAE  
9685 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

RAPIER RALPH A & DONNA  
9655 CUMBERLAND FALLS HWY  
CORBIN, KY 40701-8888

LOWRY CARLA D BERTRAM  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

HENSLEY FRANK A & CARLA B LOWRY  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

MASSENGALE DARRELL & BARBARA  
9219 CUMB FALLS HWY

CORBIN, KY 40701

CARTER DERRICK  
390 C A DRIVE  
CORBIN, KY 40701

HALL ROBERT & EUNICE SHIRLEY  
FAULKNER  
P O BOX 1103  
WILLIAMSBURG, KY 40769

WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769

CARMICHAEL STEPHEN & VALERIE  
91 C A DR  
CORBIN, KY 40701

CARTER CARL ANTHONY  
85 C A DR  
CORBIN, KY 40701

CARTER ANTHONY & MARCIA  
85 C A DR  
CORBIN, KY 40701

VEACH LINDA  
JOE & LINDA VEACH - LF EST  
8500 CUMBERLAND FALLS HWY  
CORBIN, KY 40701

FALLS PROPERTY LLC  
1005 S MAIN ST  
CORBIN, KY 40701

SUTTON ROY & BRENDA GAIL  
76 AMY LN  
CORBIN, KY 40701

**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: Cumberland Falls Highway FN**

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 10256 Cumberland Falls Highway, Williamsburg, Kentucky 40769 (36°51'25.63" North latitude, 84°13'44.32" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00417 in any correspondence sent in connection with this matter.

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

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosure

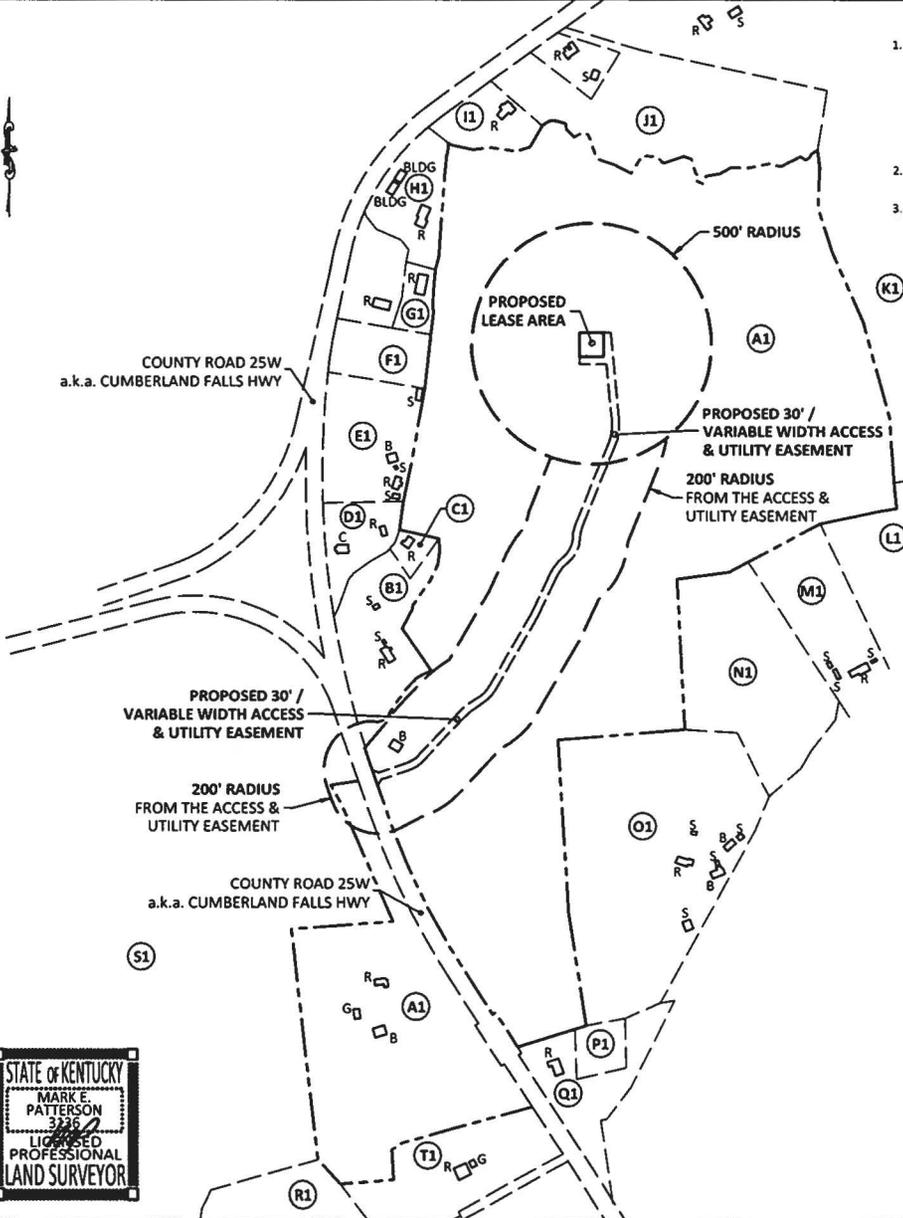
## **Driving Directions to Proposed Tower Site**

1. Beginning at 100 Main Street, Williamsburg, Kentucky, head southwest toward 2<sup>nd</sup> Street and travel approximately 154 feet.
2. Turn left onto S. 2<sup>nd</sup> Street and travel 292 feet.
3. Turn left onto Cumberland Avenue and travel 0.2 miles.
4. Turn left onto Highway 25W (North) and travel approximately 1.8 miles.
5. Turn left to stay on Highway 25W and travel approximately 7.7 miles.
6. The site is on the right at 10256 Cumberland Falls Highway / Highway 25W. The site coordinates are:
  - a. North 36 deg 51 min 25.63 sec
  - b. West 84 deg 13 min 44.32 sec



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

- (A1)** PARCEL ID: 054-00-00-003.01D1  
WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769
- (B1)** PARCEL ID: 053-00-00-110.00  
EVERHART PAUL & JANE MCKENZIE  
10087 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (C1)** PARCEL ID: 053-00-00-110.01  
CONN RITA L & CURTIS C  
13150 COIT RD STE 100  
DALAS, TX 75240
- (D1)** PARCEL ID: 053-00-00-111.00  
FALLS JUNCTION CHURCH OF GOD  
9913 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (E1)** PARCEL ID: 053-00-00-112.01  
VEACH LINDA  
5800 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (F1)** PARCEL ID: 053-00-00-112.00  
BARTON H BRYAN LLC  
DWIGHT JENKINS - LF EST-  
9919 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (G1)** PARCEL ID: 053-00-00-114.00  
TARVIN MIRANDA RENAE  
9685 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (H1)** PARCEL ID: 053-00-00-113.00  
RAPIER RALPH A & DONNA  
9655 CUMBERLAND FALLS HWY  
CORBIN, KY 40701-8888
- (I1)** PARCEL ID: 053-00-00-117.01  
LOWRY CARLA D BERTRAM  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (J1)** PARCEL ID: 053-00-00-117.02  
HENSLEY FRANK A & CARLA B LOWRY  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (K1)** PARCEL ID: 070-00-00-001.00  
MASSENGALE DARRELL & BARBARA  
9219 CUMB FALLS HWY  
CORBIN, KY 40701
- (L1)** PARCEL ID: 054-00-00-001.11  
CARTER DERRICK  
390 C A DRIVE  
CORBIN, KY 40701
- (M1)** PARCEL ID: 054-00-00-001.03  
HALL ROBERT & EUNICE SHIRLEY  
FAULKNER  
P O BOX 1103  
WILLIAMSBURG, KY 40769
- (N1)** PARCEL ID: 054-00-00-001.13  
WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769



**GENERAL NOTE:**

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON DECEMBER 17, 2018 AND RE-VERIFIED ON DECEMBER 20, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES.
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY.
3. NOT FOR RECORDING OR PROPERTY TRANSFER.

- (O1)** PARCEL ID: 054-00-00-001.04  
CARMICHAEL STEPHEN & VALERIE  
91 C A DR  
CORBIN, KY 40701
- (P1)** PARCEL ID: 054-00-00-001.05  
CARTER CARL ANTHONY  
85 C A DR  
CORBIN, KY 40701
- (Q1)** PARCEL ID: 054-00-00-001.07  
CARTER ANTHONY & MARCIA  
85 C A DR  
CORBIN, KY 40701
- (R1)** PARCEL ID: 054-00-00-003.00  
VEACH LINDA  
JOE & LINDA VEACH - LF EST  
8500 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (S1)** PARCEL ID: 054-00-00-002.01  
FALLS PROPERTY LLC  
1005 S MAIN ST  
CORBIN, KY 40701
- (T1)** PARCEL ID: 054-00-00-003.03  
SUTTON ROY & BRENDA GAIL  
76 AMY LN  
CORBIN, KY 40701

**EXISTING BUILDINGS**  
 B = BARN  
 C = CHURCH  
 G = GARAGE  
 R = RESIDENCE  
 S = SHED

**NOTE:**  
 PARCEL NUMBERS ARE OF RECORD IN THE WHITLEY 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* 12/20/2018  
 MARK PATTERSON, PLS #3136 DATE



PREPARED FOR:  
**at&t**

**EXHIBIT**

REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
D	12.20.18	ISSUED AS FINAL

**SITE INFORMATION:**  
**CUMBERLAND FALLS HWY FN**  
 10256 CUMBERLAND FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

**TAX PARCEL NUMBER:**  
 054-00-00-003.01D1

**PROPERTY OWNER:**  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769

**SOURCE OF TITLE:**  
 DEED BOOK 414, PAGE 139

**SITE NUMBER:**  
 -----

POD NUMBER: 18-21022  
 DRAWN BY: ADM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 12.5.18

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

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

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



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

**VIA CERTIFIED MAIL**

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

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2018-00417  
Site Name: Cumberland Falls Highway FN

Dear Judge/Executive:

New Cingular Wireless PCS, LLC, a Delaware Limited Liability Company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 10256 Cumberland Falls Highway, Williamsburg, Kentucky 40769 (36°51'25.63" North latitude, 84°13'44.32" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2018-00417 in any correspondence sent in connection with this matter.

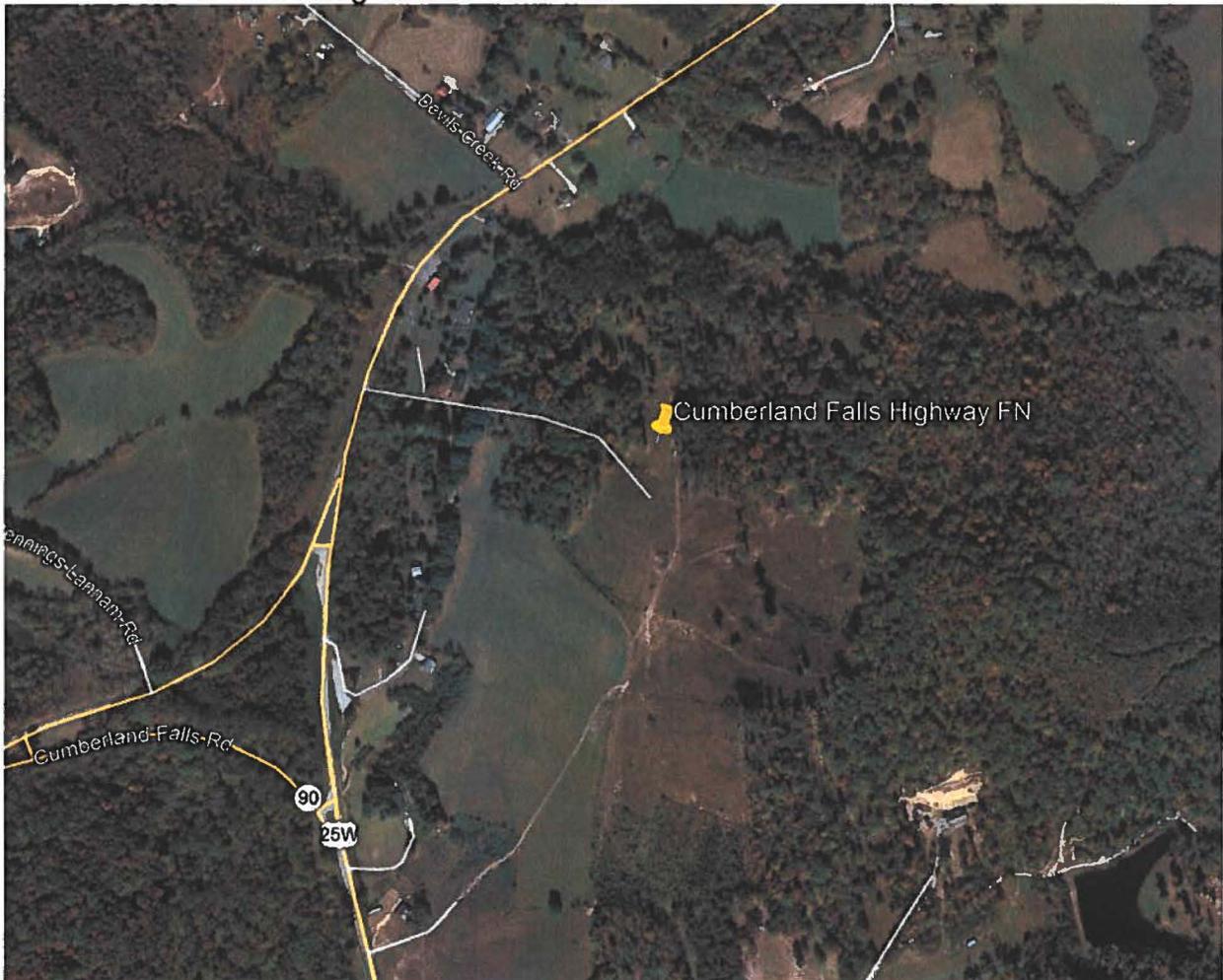
We have attached a map showing the site location for the proposed tower. AT&T Mobility's radio frequency engineers assisted in selecting the proposed site for the facility, and they have determined it is the proper location and elevation needed to provide quality service to wireless customers in the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

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosures

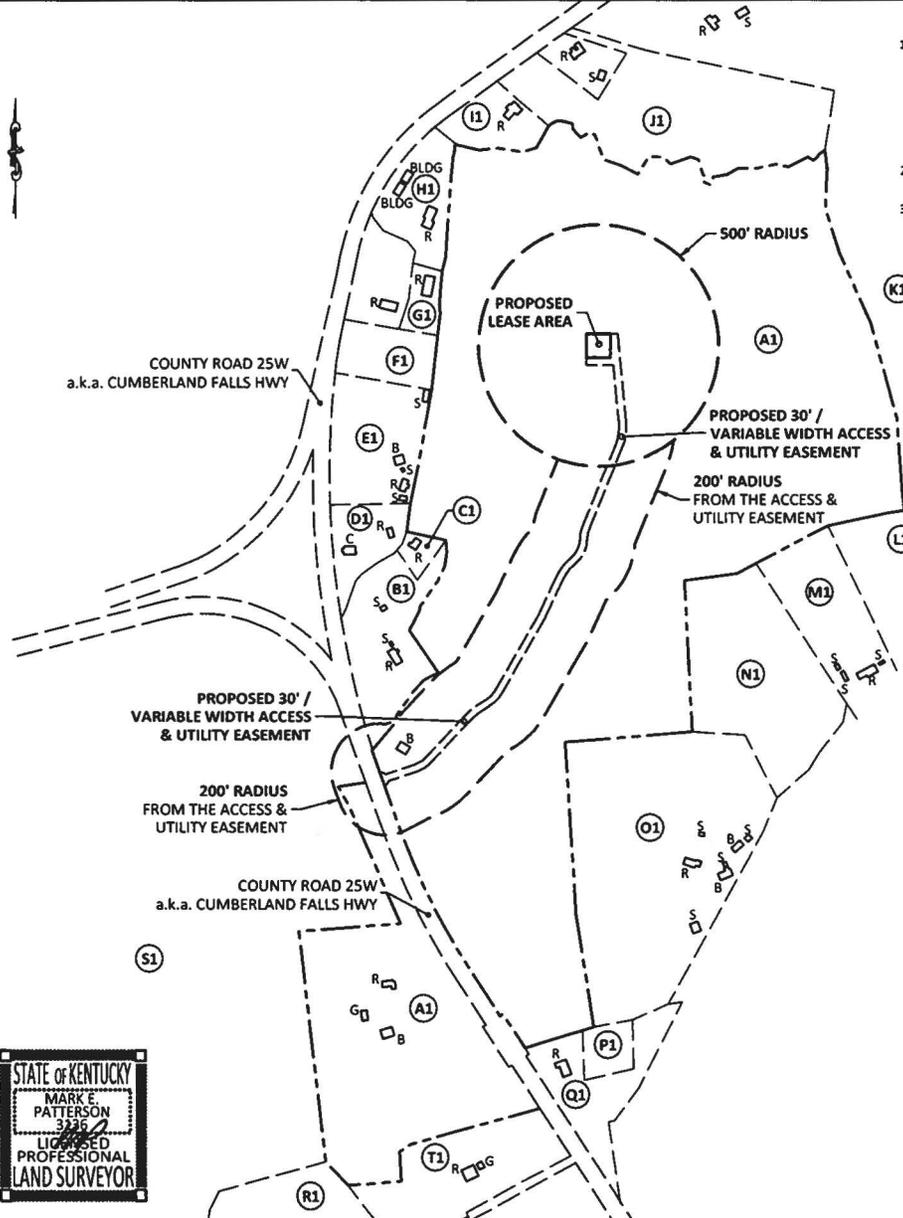
## **Driving Directions to Proposed Tower Site**

1. Beginning at 100 Main Street, Williamsburg, Kentucky, head southwest toward 2<sup>nd</sup> Street and travel approximately 154 feet.
2. Turn left onto S. 2<sup>nd</sup> Street and travel 292 feet.
3. Turn left onto Cumberland Avenue and travel 0.2 miles.
4. Turn left onto Highway 25W (North) and travel approximately 1.8 miles.
5. Turn left to stay on Highway 25W and travel approximately 7.7 miles.
6. The site is on the right at 10256 Cumberland Falls Highway / Highway 25W. The site coordinates are:
  - a. North 36 deg 51 min 25.63 sec
  - b. West 84 deg 13 min 44.32 sec



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

- (A1) PARCEL ID: 054-00-00-003.01D1  
WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769
- (B1) PARCEL ID: 053-00-00-110.00  
EVERHART PAUL & JANE MCKENZIE  
10087 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (C1) PARCEL ID: 053-00-00-110.01  
CONN RITA L & CURTIS C  
13150 COFT RD STE 100  
DALAS, TX 75240
- (D1) PARCEL ID: 053-00-00-111.00  
FALLS JUNCTION CHURCH OF GOD  
9913 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (E1) PARCEL ID: 053-00-00-112.01  
VEACH LINDA  
5800 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (F1) PARCEL ID: 053-00-00-112.00  
BARTON H BRYAN LLC  
DWHIGHT JENKINS - LF EST-  
9919 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (G1) PARCEL ID: 053-00-00-114.00  
TARVIN MIRANDA RENAE  
9685 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (H1) PARCEL ID: 053-00-00-113.00  
RAPIER RALPH A & DONNA  
9655 CUMBERLAND FALLS HWY  
CORBIN, KY 40701-8888
- (I1) PARCEL ID: 053-00-00-117.01  
LOWRY CARLA D BERTRAM  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (J1) PARCEL ID: 053-00-00-117.02  
HENSLEY FRANK A & CARLA B LOWRY  
9483 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (K1) PARCEL ID: 070-00-00-001.00  
MASSENGALE DARNELL & BARBARA  
9219 CUMB FALLS HWY  
CORBIN, KY 40701
- (L1) PARCEL ID: 054-00-00-001.11  
CARTER DERRICK  
390 C A DRIVE  
CORBIN, KY 40701
- (M1) PARCEL ID: 054-00-00-001.03  
HALL ROBERT & EUNICE SHIRLEY  
FAULKNER  
P O BOX 1103  
WILLIAMSBURG, KY 40769
- (N1) PARCEL ID: 054-00-00-001.13  
WALKER KEITH & KIM  
331 HWY 895  
WILLIAMSBURG, KY 40769



- GENERAL NOTE:
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE WHITLEY COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON DECEMBER 17, 2018 AND RE-VERIFIED ON DECEMBER 20, 2018. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
  2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
  3. NOT FOR RECORDING OR PROPERTY TRANSFER.

- (O1) PARCEL ID: 054-00-00-001.04  
CARMICHAEL STEPHEN & VALERIE  
91 C A DR  
CORBIN, KY 40701
- (P1) PARCEL ID: 054-00-00-001.05  
CARTER CARL ANTHONY  
85 C A DR  
CORBIN, KY 40701
- (Q1) PARCEL ID: 054-00-00-001.07  
CARTER ANTHONY & MARCIA  
85 C A DR  
CORBIN, KY 40701
- (R1) PARCEL ID: 054-00-00-003.00  
VEACH LINDA  
JOE & LINDA VEACH - LF EST  
8500 CUMBERLAND FALLS HWY  
CORBIN, KY 40701
- (S1) PARCEL ID: 054-00-00-002.01  
FALLS PROPERTY LLC  
1005 S MAIN ST  
CORBIN, KY 40701
- (T1) PARCEL ID: 054-00-00-003.03  
SUTTON ROY & BRENDA GAIL  
76 AMY LN  
CORBIN, KY 40701

EXISTING BUILDINGS  
 B = BARN  
 C = CHURCH  
 G = GARAGE  
 R = RESIDENCE  
 S = SHED

NOTE:  
 PARCEL NUMBERS ARE OF RECORD IN  
 THE WHITLEY 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.  
  
 12/20/2018  
 MARK PATTERSON, PLS #3136 DATE



EXHIBIT

REV.	DATE	DESCRIPTION
A	12.5.18	ISSUED FOR REVIEW
0	12.20.18	ISSUED AS FINAL

SITE INFORMATION:  
**CUMBERLAND FALLS  
 HWY FN**  
 10256 CUMBERLAND  
 FALLS HIGHWAY  
 WILLIAMSBURG, KY 40769  
 WHITLEY COUNTY

TAX PARCEL NUMBER:  
 054-00-00-003.01D1

PROPERTY OWNER:  
 KEITH & KIM WALKER  
 331 HWY 895  
 WILLIAMSBURG, KY 40769

SOURCE OF TITLE:  
 DEED BOOK 414, PAGE 139

SITE NUMBER:  
 \_\_\_\_\_  
 POD NUMBER: 18-21022  
 DRAWN BY: ADM  
 CHECKED BY: MEP  
 SURVEY DATE: 3.12.18  
 PLAT DATE: 12.5.18

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

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

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

**SITE NAME: CUMBERLAND FALLS HIGHWAY FN**  
**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 2018-00417 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 2018-00417 in your correspondence.



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

**VIA TELEPHONE: 606-528-9767**

Williamsburg News Journal  
Williamsburg, KY

RE: Legal Notice Advertisement  
Site Name: Cumberland Falls Highway FN

Dear Williamsburg News Journal:

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

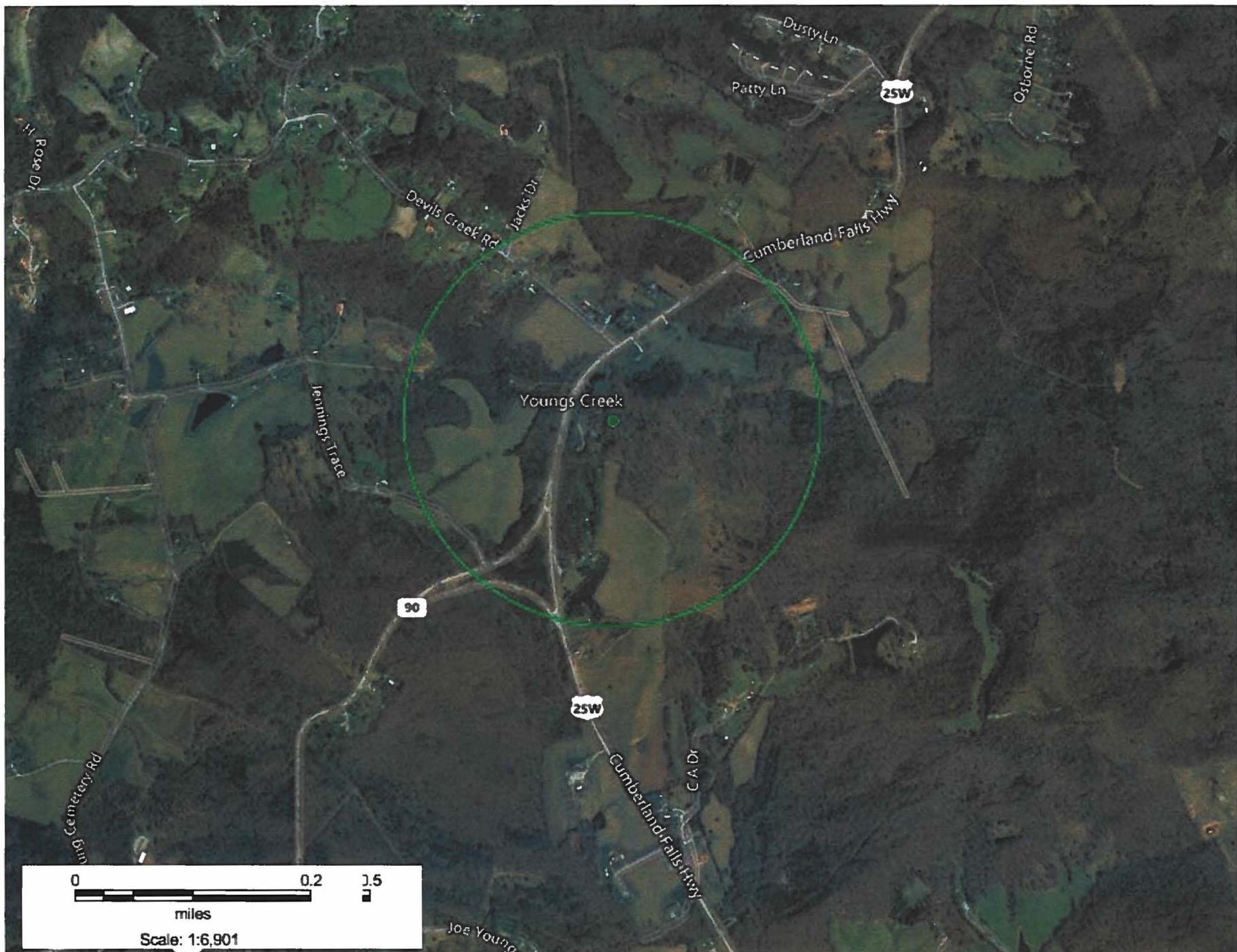
**NOTICE**

**New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located at 10256 Cumberland Falls Highway, Williamsburg, Kentucky 40769 (36°51'25.63" North latitude, 84°13'44.32" 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 2018-00417 in any correspondence sent in connection with this matter.**

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

Sincerely,  
Aaron L. Roof  
Pike Legal Group, PLLC

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



Lat: 36.85825  
Lon: -84.2311  
Radius: .35 miles

Cumberland Falls Hwy Search Area