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JUN 26 2019

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

**PUBLIC SERVICE
COMMISSION**

In the Matter of:

THE APPLICATION OF)	
NEW CINGULAR WIRELESS PCS, LLC,)	
A DELAWARE LIMITED LIABILITY COMPANY,)	
D/B/A AT&T MOBILITY)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC)	CASE NO.: 2019-00152
CONVENIENCE AND NECESSITY TO CONSTRUCT)	
A WIRELESS COMMUNICATIONS FACILITY)	
IN THE COMMONWEALTH OF KENTUCKY)	
IN THE COUNTY OF BREATHITT)	

SITE NAME: QUICKSAND CREEK

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

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

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

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

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

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

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

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

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

7. The public convenience and necessity require the construction of the proposed WCF. The construction of the WCF will bring or improve the Applicant's services

to an area currently not served or not adequately served by the Applicant by increasing coverage or capacity and thereby enhancing the public's access to innovative and competitive wireless communications services. The WCF will provide a necessary link in the Applicant's communications network that is designed to meet the increasing demands for wireless services in Kentucky's wireless communications service area. The WCF is an integral link in the Applicant's network design that must be in place to provide adequate coverage to the service area.

8. To address the above-described service needs, Applicant proposes to construct a WCF at 2630 Highway 1098, Jackson, KY 41339 (37° 31' 39.28" North latitude, 83° 17' 58.14" 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 Ernest Noble pursuant to a Deed recorded at Deed Book 240, Page 12 in the office of the County Clerk. The proposed WCF will consist of a 305-foot tall tower, with an approximately 15-foot tall lightning arrestor attached at the top, for a total height of 320-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

9. A list of utilities, corporations, or persons with whom the proposed WCF is

likely to compete is attached as **Exhibit D**.

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

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

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

13. A copy of the application for a Determination of No Hazard to Air Navigation issued by the Federal Aviation Administration ("FAA") is attached as **Exhibit E**.

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

15. A copy of the geotechnical engineering report, signed and sealed by a professional engineer registered in the Commonwealth of Kentucky, is attached as **Exhibit**

G. The name and address of the geotechnical engineering firm and the professional engineer registered in the Commonwealth of Kentucky who supervised the examination of this WCF site are included as part of this exhibit.

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

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

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

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

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

21. **Exhibit B** includes a map drawn to an appropriate scale that shows the location of the proposed tower and identifies every owner of real estate within 500 feet of the proposed tower (according to the records maintained by the County Property Valuation

Administrator). Every structure and every easement within 500 feet of the proposed tower or within 200 feet of the access road including intersection with the public street system is illustrated in **Exhibit B**.

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

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

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

been published in a newspaper of general circulation in the county in which the WCF is proposed to be located. A copy of the newspaper legal notice advertisement is attached as part of **Exhibit M**.

25. The general area where the proposed facility is to be located is mountainous and heavily wooded. There are no existing residential structures within 500-feet of the proposed site location.

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

27. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area. In addition to expanding and improving voice and data service for AT&T mobile customers, this site

will also provide wireless local loop (“WLL”) broadband internet service in the subject area.

As a participant in the FCC’s Connect America Fund Phase II (CAF II) program, AT&T is aggressively deploying WLL service infrastructure to bring expanded internet access to residential and business customers in rural and other underserved areas. WLL will support internet access at the high speeds required to use and enjoy the most current business, education and entertainment technologies. Broadband service via WLL will be delivered from the tower to a dedicated antenna located at the home or business receiving service and will support downloads at 10 Mbps and uploads at 1 Mbps.

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

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

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

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

Respectfully submitted,



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

LIST OF EXHIBITS

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

EXHIBIT A
Certificate of Authority and FCC License Documentation

Commonwealth of Kentucky
Alison Lundergan Grimes, Secretary of State

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

Certificate of Authorization

Authentication number: 216299
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

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

NEW CINGULAR WIRELESS PCS, LLC

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

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

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




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

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**Federal Communications Commission
Wireless Telecommunications Bureau**

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign KNLH398	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

Grant Date 04-14-2017	Effective Date 08-31-2018	Expiration Date 04-28-2027	Print Date
Market Number BTA252	Channel Block D	Sub-Market Designator 0	
Market Name Lexington, KY			
1st Build-out Date 04-28-2002	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

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

Conditions:

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

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: KNLH398

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WPOI255	File Number
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

Conditions:

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

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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

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

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

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

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

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

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WPOI255

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGA823	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 11-29-2006	Effective Date 02-16-2019	Expiration Date 11-29-2021	Print Date
Market Number CMA452	Channel Block A	Sub-Market Designator 0	
Market Name Kentucky 10 - Powell			
1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

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

Conditions:

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

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGA823

File Number:

Print Date:

700 MHz Relicensed Area Information:

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

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

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

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

<p>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.</p>
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<p>This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.</p>
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Licensee Name: NEW CINGULAR WIRELESS PCS, LLC

Call Sign: WQGD755

File Number:

Print Date:

700 MHz Relicensed Area Information:

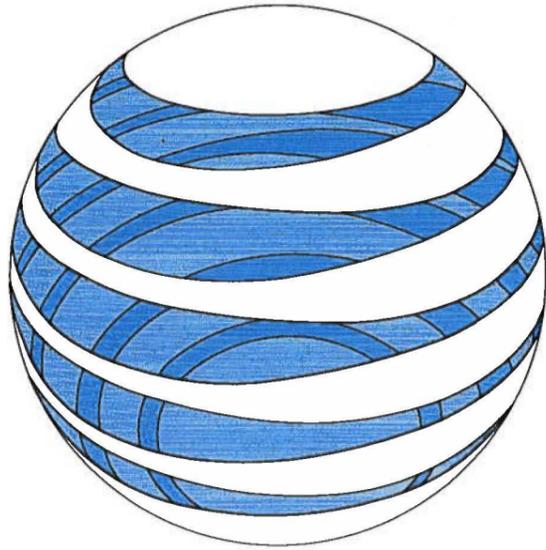
Market	Market Name	Buildout Deadline	Buildout Notification	Status
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Reference Copy

EXHIBIT B

SITE DEVELOPMENT PLAN:

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



at&t

SITE NAME: **QUICKSAND CREEK** FA NUMBER: **13800701**

NEW RAW LAND SITE WITH 305' SELF SUPPORT TOWER W/ 15' LIGHTNING ARRESTOR AND INSTALLATION OF A VERTIV 80" X 80" WALK-IN CABINET & KOHLER 20KW DIESEL GENERATOR ON A CONCRETE PAD

SHEET INDEX	
T-1	TITLE SHEET & PROJECT INFORMATION
SURVEY:	
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
B-1.4	SITE SURVEY
B-1.5	SITE SURVEY
B-1.6	SITE SURVEY
B-1.7	SITE SURVEY
B-1.8	SITE SURVEY
B-2	500' RADIUS AND ABUTTERS MAP
CIVIL:	
C-1	OVERALL SITE LAYOUT
C-2	OVERALL SITE LAYOUT -CONT'D
C-3	ENLARGED COMPOUND LAYOUT
C-4	TOWER ELEVATION

CONTACT INFORMATION	
FIRE DEPARTMENT	VANCLEVE VOLUNTEER FIRE DEPARTMENT PHONE: (606) 666-4636
POLICE DEPARTMENT	BREATHITT COUNTY SHERIFF PHONE: (606) 666-3805
ELECTRIC COMPANY	KENTUCKY POWER PHONE: (606) 478-1601
TELEPHONE COMPANY	THACKER-GRIGSBY PHONE: (606) 666-2935

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

PREPARED FOR:
MasTec

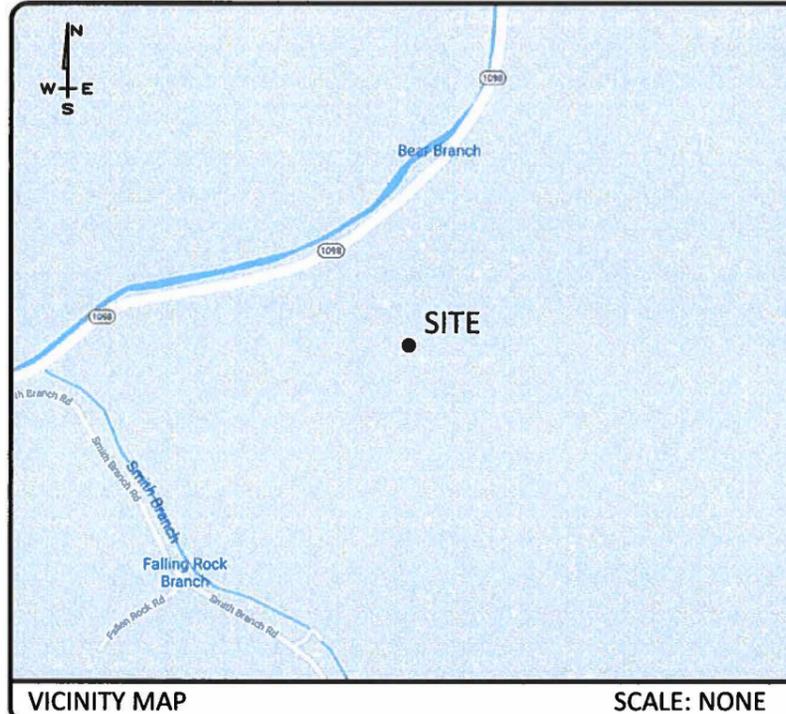
PREPARED FOR:
at&t

STATE OF KENTUCKY

 MARK E. PATTERSON
 16308
 PROFESSIONAL ENGINEER
 6/10/2019
 EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	5.10.19	ISSUED FOR REVIEW
0	6.5.19	ISSUED AS FINAL



DRIVE DIRECTIONS	
FROM BREATHITT COUNTY CLERK, 1137 MAIN ST #202, JACKSON, KY 41339:	
HEAD SOUTHWEST ON MAIN ST TOWARD COURT ST	0.1 MILES
TURN LEFT ONTO BROADWAY ST	0.4 MILES
CONTINUE ONTO OLD QUICKSAND RD	0.4 MILES
CONTINUE ONTO QUICKSAND RD	1.2 MILES
CONTINUE ONTO OLD QUICKSAND RD	0.3 MILES
CONTINUE ONTO QUICKSAND RD	1.1 MILES
CONTINUE ONTO KY-1098 E	2.6 MILES
ARRIVE AT DRIVE, ON THE RIGHT	

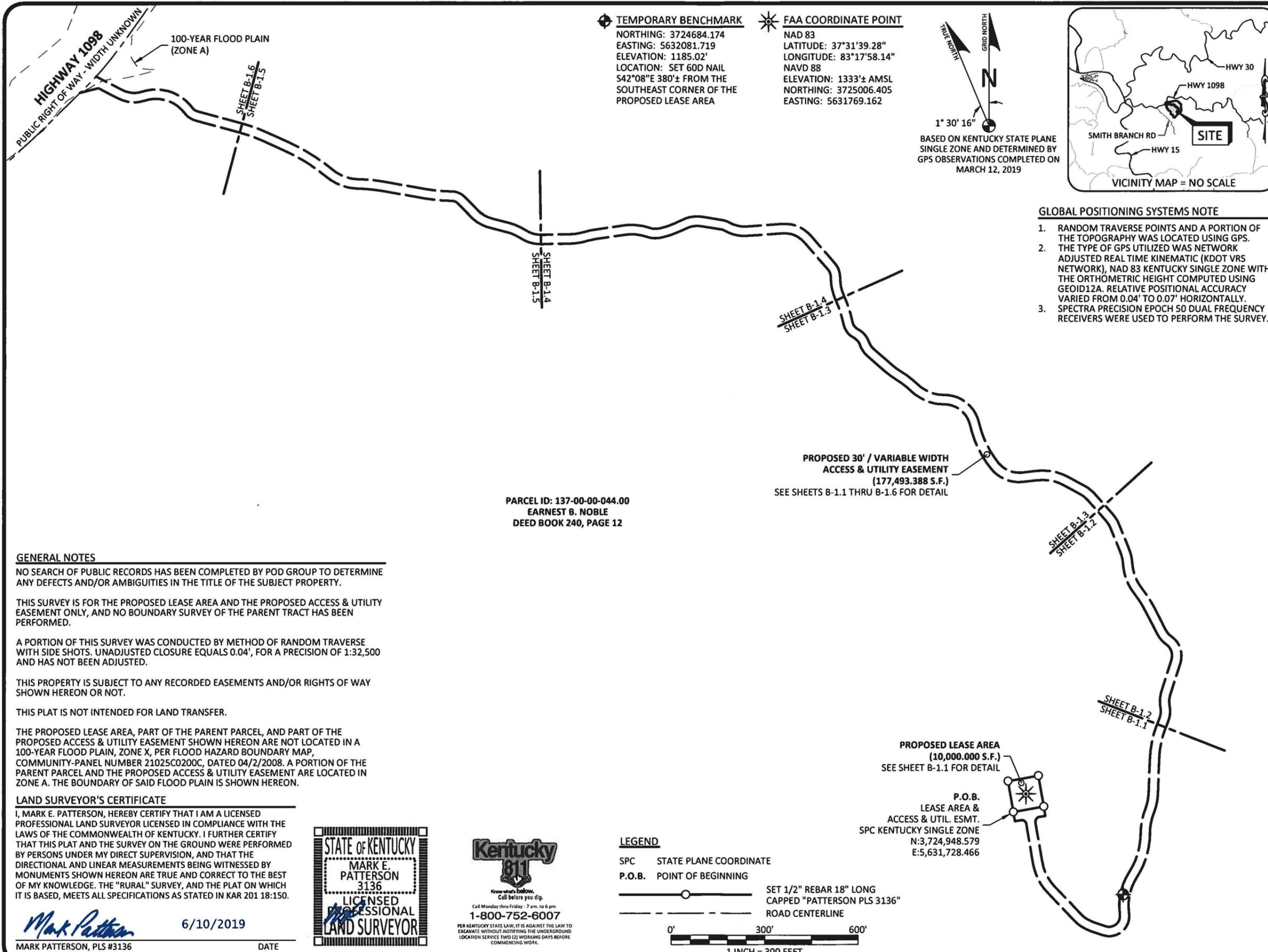
SCOPE OF WORK:
ZONING DRAWINGS FOR: CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.
SITE WORK: NEW TOWER, UNMANNED WALK-IN CABINET WITH GENERATOR ON CONCRETE PAD, AND UTILITY INSTALLATIONS.

PROJECT INFORMATION	
COUNTY:	BREATHITT
SITE ADDRESS:	2630 HIGHWAY 1098 JACKSON, KY 41339
APPLICANT:	NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, D/B/A AT&T MOBILITY MEIDINGER TOWER 462 S. 4TH STREET, SUITE 2400 LOUISVILLE, KY 40202
LATITUDE:	37° 31' 39.28"
LONGITUDE:	-83° 17' 58.14"

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

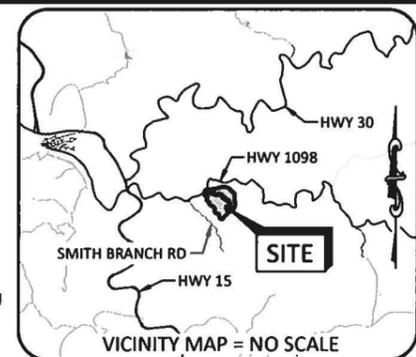
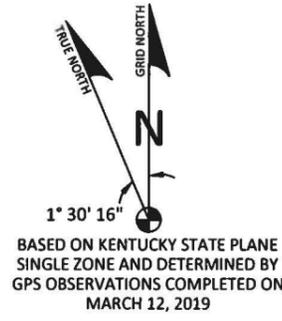
BUILDING CODES AND STANDARDS	
CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION FOR THE LOCATION.	
•	CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
•	AMERICAN CONCRETE INSTITUTE 318
•	AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL OF STEEL CONSTRUCTION
•	TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222
•	STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND SUPPORTING STRUCTURES TIA-601
•	COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
•	INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS IEEE-81, IEEE 1100, IEEE C62.41
•	ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION
•	2018 KBC
•	2014 NEC
FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN.	

SITE INFORMATION:	
QUICKSAND CREEK	
2630 HIGHWAY 1098 JACKSON, KY 41339	
BREATHITT COUNTY	
FA NUMBER:	13800701
POD NUMBER:	19-32806
DRAWN BY:	NAB
CHECKED BY:	MEP
DATE:	5.10.19
SHEET TITLE:	
TITLE SHEET & PROJECT INFORMATION	
SHEET NUMBER:	
T-1	



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 60D NAIL
 S42°08"E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162



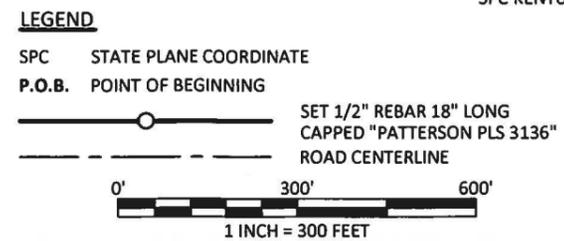
- GLOBAL POSITIONING SYSTEMS NOTE**
1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
 2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL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

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

PROPOSED 30' / VARIABLE WIDTH
 ACCESS & UTILITY EASEMENT
 (177,493.388 S.F.)
 SEE SHEETS B-1.1 THRU B-1.6 FOR DETAIL

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

P.O.B.
 LEASE AREA &
 ACCESS & UTIL. ESMT.
 SPC KENTUCKY SINGLE ZONE
 N:3,724,948.579
 E:5,631,728.466



GENERAL NOTES

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LAND SURVEYOR'S CERTIFICATE

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Mark Patterson
 MARK PATTERSON, PLS #3136
 6/10/2019
 DATE



PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
0	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
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 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

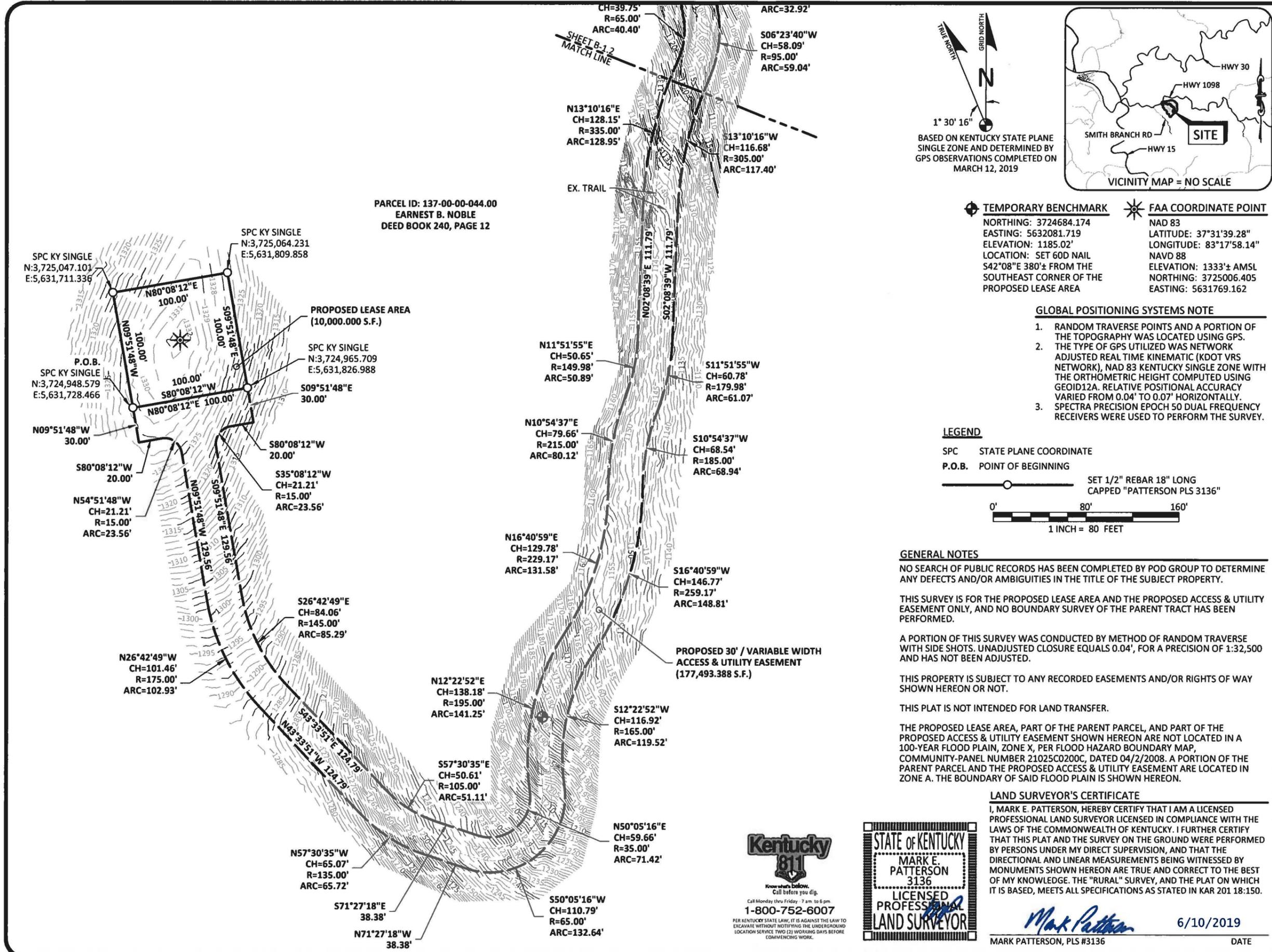
SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLO6081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

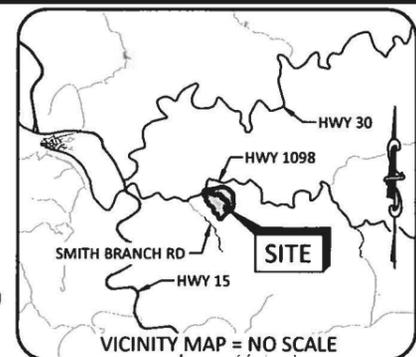
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 PARENT PARCEL

SHEET NUMBER: (9 pages)
B-1



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

1" 30' 16"
 BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019

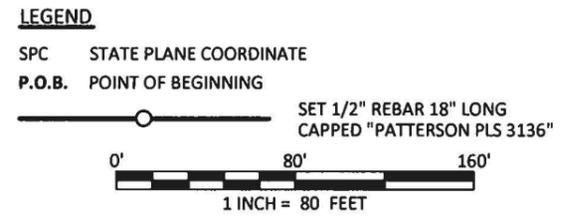


TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 60D NAIL
 S42°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

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Mark Patterson
 MARK PATTERSON, PLS #3136
 6/10/2019
 DATE

PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:

SURVEY

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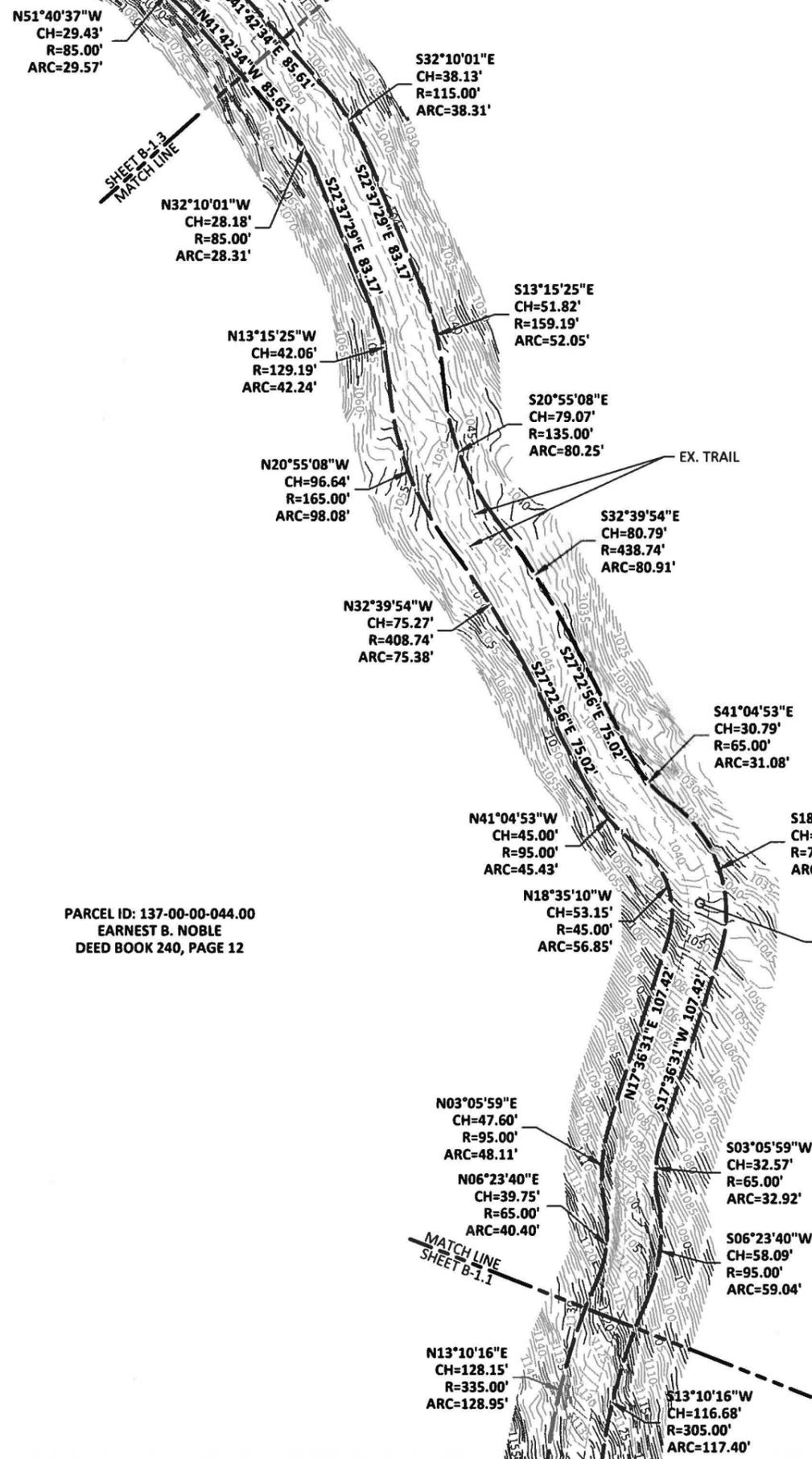
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 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLO6081

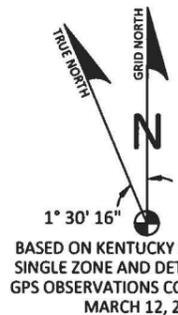
POD NUMBER: 19-32809
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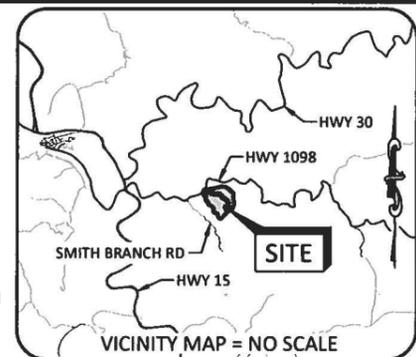
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B-1.1



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12



BASED ON KENTUCKY STATE PLANE
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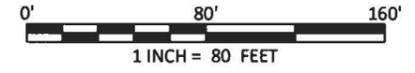


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Mark Patterson
 MARK PATTERSON, PLS #3136 DATE 6/10/2019

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
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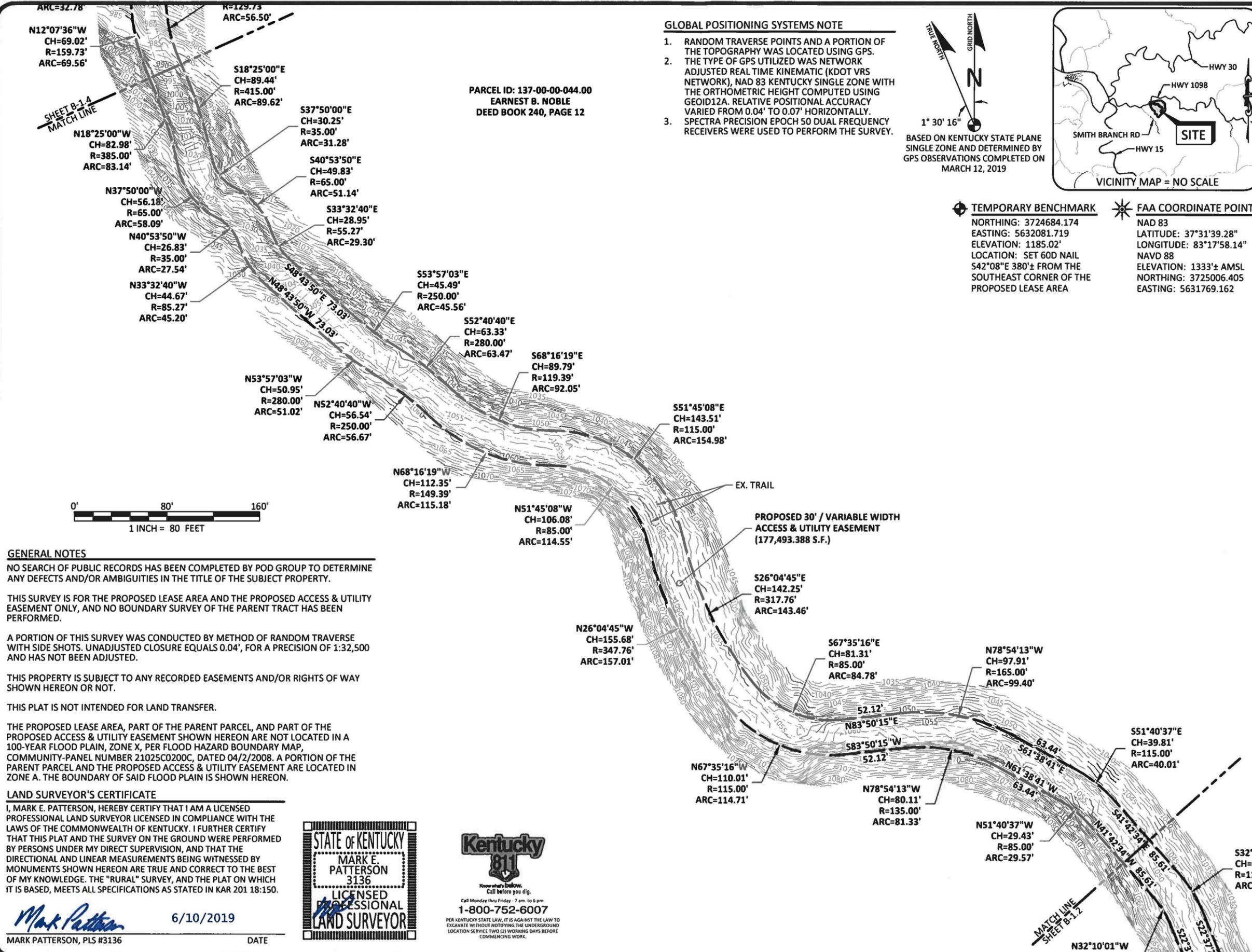
SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYL06081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

SHEET TITLE:
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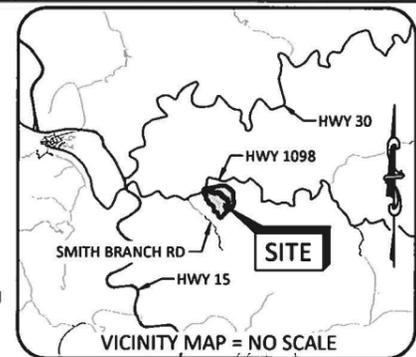
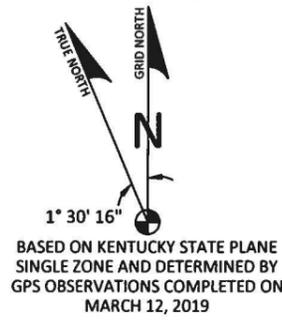
SHEET NUMBER: (9 pages)
B-1.2



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

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 BREATHTH COUNTY

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SHEET NUMBER: (9 pages)
B-1.3

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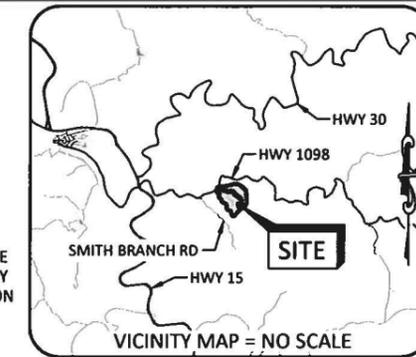
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BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2019



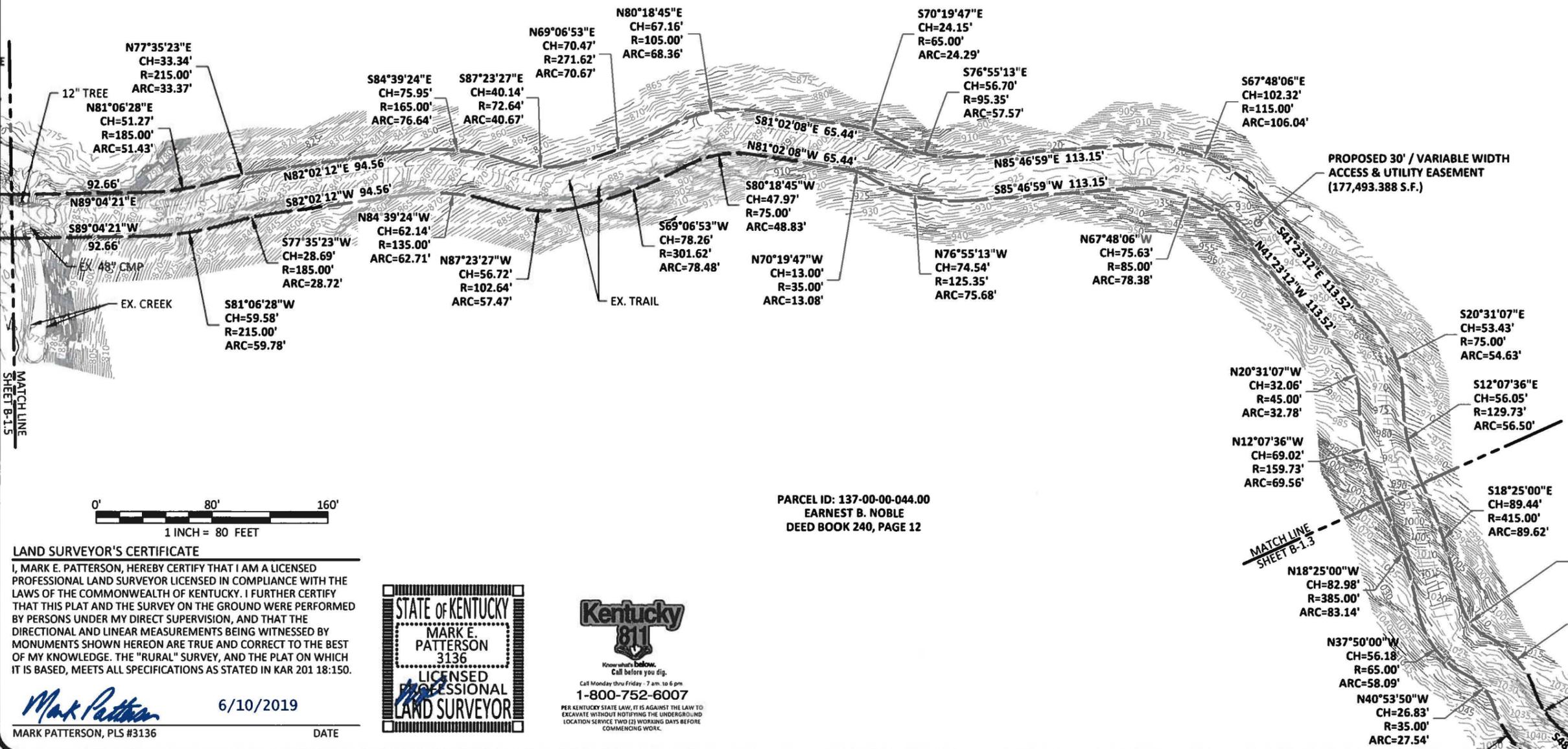
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 LOCATION: SET 60D NAIL
 S42°08'E 380± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

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	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
0	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYL06081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

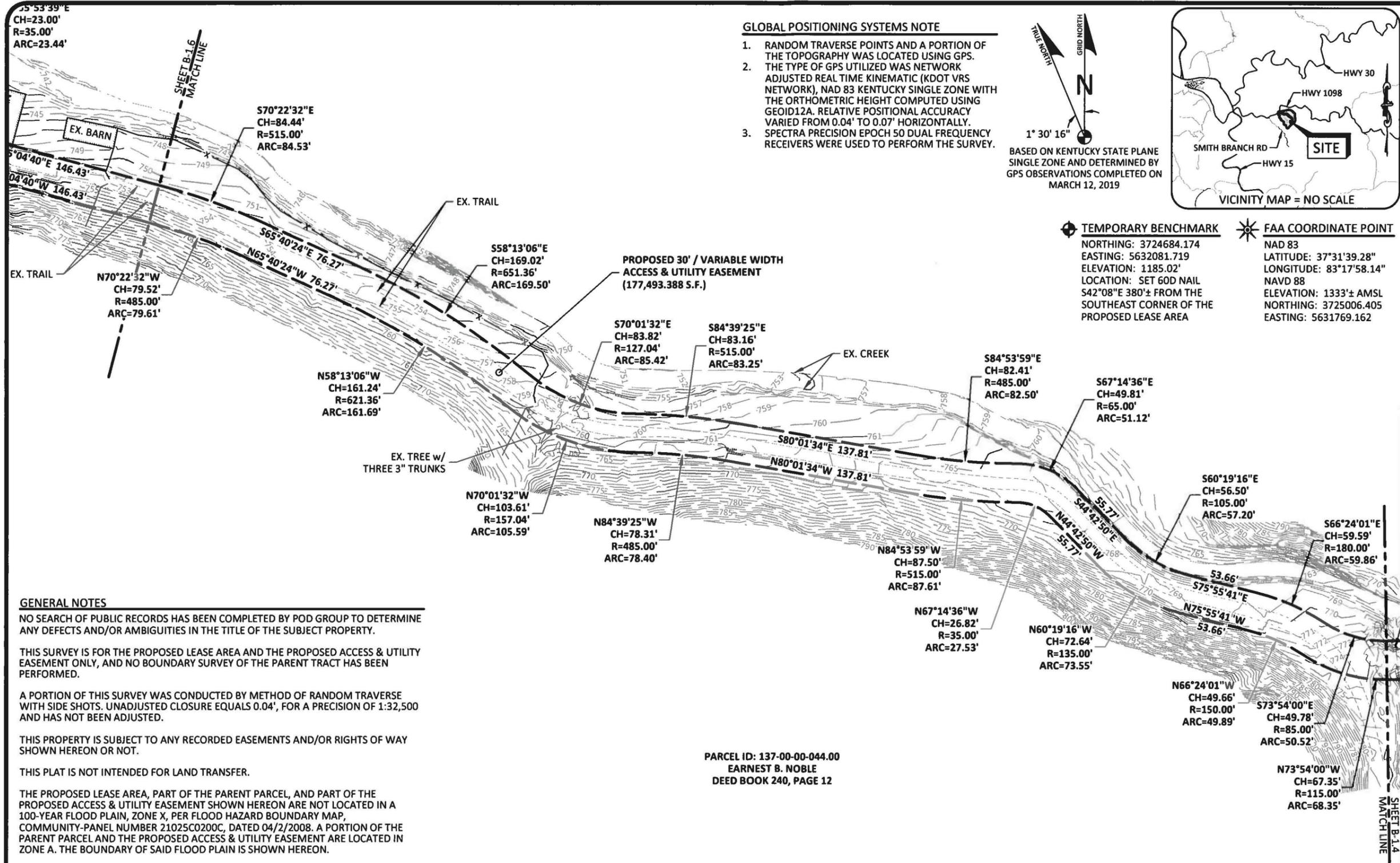
SHEET NUMBER: (9 pages)

B-1.4

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

MARK PATTERSON, PLS #3136
 DATE: 6/10/2019



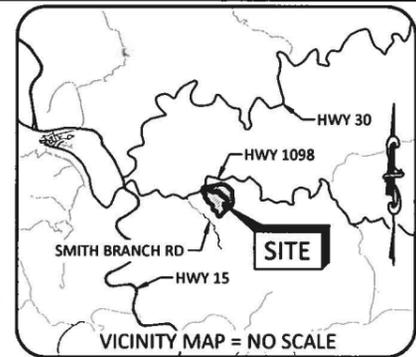


GLOBAL POSITIONING SYSTEMS NOTE

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



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2019



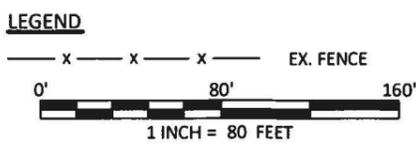
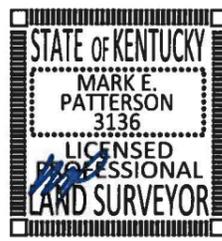
TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 60D NAIL
 S42°08'E 380± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

GENERAL NOTES
 NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY POD GROUP TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE SUBJECT PROPERTY.
 THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND 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 0.04', FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.
 THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.
 THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.
 THE PROPOSED LEASE AREA, PART OF THE PARENT PARCEL, AND PART OF THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0200C, DATED 04/2/2008. A PORTION OF THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT ARE LOCATED IN ZONE A. THE BOUNDARY OF SAID FLOOD PLAIN IS SHOWN HEREON.

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

LAND SURVEYOR'S CERTIFICATE
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 Mark Patterson
 6/10/2019
 MARK PATTERSON, PLS #3136 DATE



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	03.27.19	PRELIM ISSUE w/TITLE
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SITE INFORMATION:
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PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.5

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND 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 0.04', FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.

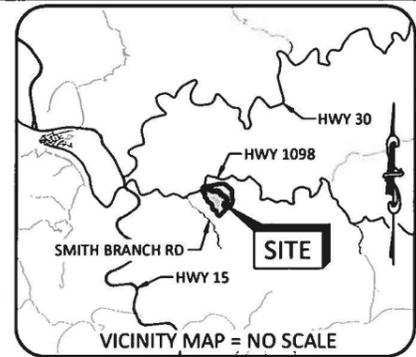
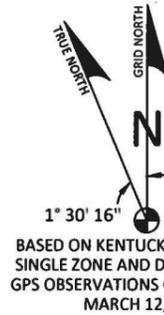
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GLOBAL POSITIONING SYSTEMS NOTE

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TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 60D NAIL
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SURVEY

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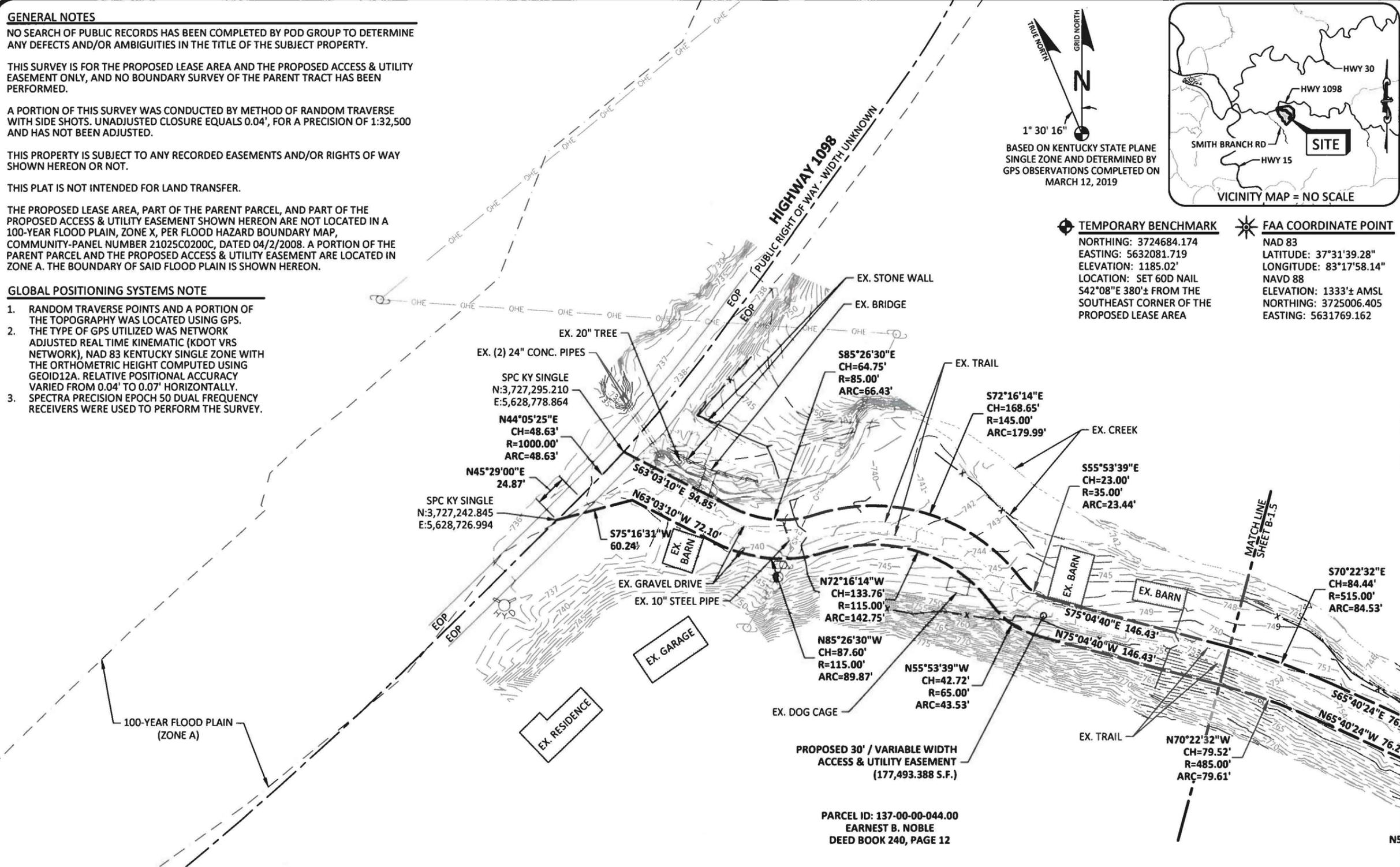
SOURCE OF TITLE:
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SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

SHEET TITLE:
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 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (9 pages)
B-1.6



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



Mark Patterson
 MARK PATTERSON, PLS #3136
 6/10/2019
 DATE

LEGEND

	EX. UTILITY POLE	SPC	STATE PLANE COORDINATE
	EX. GUY ANCHOR	EOP	EDGE OF PAVEMENT
	EX. FIRE HYDRANT		
	EX. OVERHEAD ELECTRIC		
	EX. FENCE		
	ROAD CENTERLINE		

0' 80' 160'
 1 INCH = 80 FEET

LEGAL DESCRIPTIONS

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO EARNEST B. NOBLE AS RECORDED IN DEED BOOK 240, PAGE 12, PARCEL ID: 137-00-00-044.00, IN THE OFFICE OF THE COUNTY CLERK OF BREATHTITT COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,724,948.579, E:5,631,728.466; THENCE N09°51'48"W 100.00' TO A "SET IPC"; THENCE N80°08'12"E 100.00' TO A "SET IPC", HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N:3,725,064.231, E:5,631,809.858; THENCE S09°51'48"E 100.00'; THENCE S80°08'12"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, 2019.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO EARNEST B. NOBLE AS RECORDED IN DEED BOOK 240, PAGE 12, PARCEL ID: 137-00-00-044.00, IN THE OFFICE OF THE COUNTY CLERK OF BREATHTITT COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 141.25', A RADIUS OF 195.00', WITH A CHORD BEARING OF N12°22'52"E AND A CHORD LENGTH OF 138.18'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 131.58', A RADIUS OF 229.17', WITH A CHORD BEARING OF N16°40'59"E AND A CHORD LENGTH OF 129.78'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 80.12', A RADIUS OF 215.00', WITH A CHORD BEARING OF N10°54'37"E AND A CHORD LENGTH OF 79.66'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 50.89', A RADIUS OF 149.98', WITH A CHORD BEARING OF N11°51'55"E AND A CHORD LENGTH OF 50.65'; THENCE N02°08'39"E 111.79'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 128.95', A RADIUS OF 335.00', WITH A CHORD BEARING OF N13°10'16"E AND A CHORD LENGTH OF 128.15'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 40.40', A RADIUS OF 65.00', WITH A CHORD BEARING OF N06°23'40"E AND A CHORD LENGTH OF 39.75'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 48.11', A RADIUS OF 95.00', WITH A CHORD BEARING OF N03°05'59"E AND A CHORD LENGTH OF 47.60'; THENCE N17°36'31"E 107.42'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 56.85', A RADIUS OF 45.00', WITH A CHORD BEARING OF N18°35'10"W AND A CHORD LENGTH OF 53.15'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 45.43', A RADIUS OF 95.00', WITH A CHORD BEARING OF N41°04'53"W AND A CHORD LENGTH OF 45.00'; THENCE N27°22'56"W 75.02'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 75.38', A RADIUS OF 408.74', WITH A CHORD BEARING OF N32°39'54"W AND A CHORD LENGTH OF 75.27'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 98.08', A RADIUS OF 165.00', WITH A CHORD BEARING OF N20°55'08"W AND A CHORD LENGTH OF 96.64'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 42.24', A RADIUS OF 129.19', WITH A CHORD BEARING OF N13°15'25"W AND A CHORD LENGTH OF 42.06'; THENCE N22°37'29"W 83.17'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 28.31', A RADIUS OF 85.00', WITH A CHORD BEARING OF N32°10'01"W AND A CHORD LENGTH OF 28.18'; THENCE N41°42'34"W 85.61'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 29.57', A RADIUS OF 85.00', WITH A CHORD BEARING OF N51°40'37"W AND A CHORD LENGTH OF 29.43'; THENCE N61°38'41"W 63.44'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 81.33', A RADIUS OF 135.00', WITH A CHORD BEARING OF N78°54'13"W AND A CHORD LENGTH OF 80.11'; THENCE S83°50'15"W 52.12'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 114.71', A RADIUS OF 115.00', WITH A CHORD BEARING OF N67°35'16"W AND A CHORD LENGTH OF 110.01'; THENCE WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 157.01', A RADIUS OF 347.76', WITH A CHORD BEARING OF N26°04'45"W AND A CHORD LENGTH OF 155.68'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 114.55', A RADIUS OF 85.00', WITH A CHORD BEARING OF N51°45'08"W AND A CHORD LENGTH OF 106.08'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 115.18', A RADIUS OF 149.39', WITH A CHORD BEARING OF N68°16'19"W AND A CHORD LENGTH OF 112.35'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 56.67', A RADIUS OF 250.00', WITH A CHORD BEARING OF N52°40'40"W AND A CHORD LENGTH OF 56.54'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 51.02', A RADIUS OF 280.00', WITH A CHORD BEARING OF N53°57'03"W AND A CHORD LENGTH OF 50.95'; THENCE N48°43'50"W 73.03'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 45.20', A RADIUS OF 85.27', WITH A CHORD BEARING OF N33°32'40"W AND A CHORD LENGTH OF 44.67'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 27.54', A RADIUS OF 35.00', WITH A CHORD BEARING OF N40°53'50"W AND A CHORD LENGTH OF 26.83'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 58.09', A RADIUS OF 65.00', WITH A CHORD BEARING OF N37°50'00"W AND A CHORD LENGTH OF 56.18'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 83.14', A RADIUS OF 385.00', WITH A CHORD BEARING OF N18°25'00"W AND A CHORD LENGTH OF 82.98'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 69.56', A RADIUS OF 159.73', WITH A CHORD BEARING OF N12°07'36"W AND A CHORD LENGTH OF 69.02'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 32.78', A RADIUS OF 45.00', WITH A CHORD BEARING OF N20°31'07"W AND A CHORD LENGTH OF 32.06'; THENCE N41°23'12"W 113.52'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 78.38', A RADIUS OF 85.00', WITH A CHORD BEARING OF N67°48'06"W AND A CHORD LENGTH OF 75.63'; THENCE S85°46'59"W 113.15'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 75.68', A RADIUS OF 125.35', WITH A CHORD BEARING OF N76°55'13"W AND A CHORD LENGTH OF 74.54'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 13.08', A RADIUS OF 35.00', WITH A CHORD BEARING OF N70°19'47"W AND A CHORD LENGTH OF 13.00'; THENCE N81°02'08"W 65.44'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 48.83', A RADIUS OF 75.00', WITH A CHORD BEARING OF S80°18'45"W AND A CHORD LENGTH OF 47.97'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 78.48', A RADIUS OF 301.62', WITH A CHORD BEARING OF S69°06'53"W AND A CHORD LENGTH OF 78.26'; THENCE WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 57.47', A RADIUS OF 102.64', WITH A CHORD BEARING OF N87°23'27"W AND A CHORD LENGTH OF 56.72'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 62.71', A RADIUS OF 135.00', WITH A CHORD BEARING OF N84°39'24"W AND A CHORD LENGTH OF 62.14'; THENCE S82°02'12"W 94.56'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 28.72', A RADIUS OF 185.00', WITH A CHORD BEARING OF S77°35'23"W AND A CHORD LENGTH OF 28.69'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 59.78', A RADIUS OF 215.00', WITH A CHORD BEARING OF S81°06'28"W AND A CHORD LENGTH OF 59.58'; THENCE S89°04'21"W 92.66'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 68.35', A RADIUS OF 115.00', WITH A CHORD BEARING OF N73°54'00"W AND A CHORD LENGTH OF 67.35'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 49.89', A RADIUS OF 150.00', WITH A CHORD BEARING OF N66°24'01"W AND A CHORD LENGTH OF 49.66'; THENCE N75°55'41"W 53.66'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 73.55', A RADIUS OF 135.00', WITH A CHORD BEARING OF N60°19'16"W AND A CHORD LENGTH OF 72.64'; THENCE N44°42'50"W 55.77'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 27.53', A RADIUS OF 35.00', WITH A CHORD BEARING OF N67°14'36"W AND A CHORD LENGTH OF 26.82'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 87.61', A RADIUS OF 515.00', WITH A CHORD BEARING OF N84°53'59"W AND A CHORD LENGTH OF 87.50'; THENCE N80°01'34"W 137.81'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 78.40', A RADIUS OF 485.00', WITH A CHORD BEARING OF N84°39'25"W AND A CHORD LENGTH OF 78.31'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 105.59', A RADIUS OF 157.04', WITH A CHORD BEARING OF N70°01'32"W AND A CHORD LENGTH OF 103.61'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 161.69', A RADIUS OF 621.36', WITH A CHORD BEARING OF N58°13'06"W AND A CHORD LENGTH OF 161.24'; THENCE N65°40'24"W 76.27'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 79.61', A RADIUS OF 485.00', WITH A CHORD BEARING OF N70°22'32"W AND A CHORD LENGTH OF 79.52'; THENCE N75°04'40"W 146.43'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 43.53', A RADIUS OF 65.00', WITH A CHORD BEARING OF N55°53'39"W AND A CHORD LENGTH OF 42.72'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 142.75', A RADIUS OF 115.00', WITH A CHORD BEARING OF N72°16'14"W AND A CHORD LENGTH OF 133.76'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 89.87', A RADIUS OF 115.00', WITH A CHORD BEARING OF N85°26'30"W AND A CHORD LENGTH OF 87.60'; THENCE N63°03'10"W 72.10'; THENCE S75°16'31"W 60.24' TO A POINT IN THE CENTERLINE OF HIGHWAY 1098; THENCE WITH SAID CENTERLINE FOR THE NEXT TWO CALLS, N45°29'00"E 24.87'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 48.63', A RADIUS OF 1000.00', WITH A CHORD BEARING OF N44°05'25"E AND A CHORD LENGTH OF 48.63'; THENCE LEAVING SAID CENTERLINE AND TRAVERSING THE AFOREMENTIONED PROPERTY CONVEYED TO EARNEST B. NOBLE S63°03'10"E 94.85'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 66.43', A RADIUS OF 85.00', WITH A CHORD BEARING OF S85°26'30"E AND A CHORD LENGTH OF 64.75'; THENCE WITH A REVERSE

CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 179.99', A RADIUS OF 145.00', WITH A CHORD BEARING OF S72°16'14"E AND A CHORD LENGTH OF 168.65'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 23.44', A RADIUS OF 35.00', WITH A CHORD BEARING OF S55°53'39"E AND A CHORD LENGTH OF 23.00'; THENCE S75°04'40"E 146.43'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 84.53', A RADIUS OF 515.00', WITH A CHORD BEARING OF S70°22'32"E AND A CHORD LENGTH OF 84.44'; THENCE S65°40'24"E 76.27'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 169.50', A RADIUS OF 651.36', WITH A CHORD BEARING OF S58°13'06"E AND A CHORD LENGTH OF 169.02'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 85.42', A RADIUS OF 127.04', WITH A CHORD BEARING OF S70°01'32"E AND A CHORD LENGTH OF 83.82'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 83.25', A RADIUS OF 515.00', WITH A CHORD BEARING OF S84°39'25"E AND A CHORD LENGTH OF 83.16'; THENCE S80°01'34"E 137.81'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 82.50', A RADIUS OF 485.00', WITH A CHORD BEARING OF S84°53'59"E AND A CHORD LENGTH OF 82.41'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 51.12', A RADIUS OF 65.00', WITH A CHORD BEARING OF S67°14'36"E AND A CHORD LENGTH OF 49.81'; THENCE S44°42'50"E 55.77'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 57.20', A RADIUS OF 105.00', WITH A CHORD BEARING OF S60°19'16"E AND A CHORD LENGTH OF 56.50'; THENCE S75°55'41"E 53.66'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 59.86', A RADIUS OF 180.00', WITH A CHORD BEARING OF S66°24'01"E AND A CHORD LENGTH OF 59.59'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 50.52', A RADIUS OF 85.00', WITH A CHORD BEARING OF S73°54'00"E AND A CHORD LENGTH OF 49.78'; THENCE N89°04'21"E 92.66'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 51.43', A RADIUS OF 185.00', WITH A CHORD BEARING OF N81°06'28"E AND A CHORD LENGTH OF 51.27'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 33.37', A RADIUS OF 215.00', WITH A CHORD BEARING OF N77°35'23"E AND A CHORD LENGTH OF 33.34'; THENCE N82°02'12"E 94.56'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 76.64', A RADIUS OF 165.00', WITH A CHORD BEARING OF S84°39'24"E AND A CHORD LENGTH OF 75.95'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 40.67', A RADIUS OF 72.64', WITH A CHORD BEARING OF S87°23'27"E AND A CHORD LENGTH OF 40.14'; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 70.67', A RADIUS OF 271.62', WITH A CHORD BEARING OF N69°06'53"E AND A CHORD LENGTH OF 70.47'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 68.36', A RADIUS OF 105.00', WITH A CHORD BEARING OF N80°18'45"E AND A CHORD LENGTH OF 67.16'; THENCE S81°02'08"E 65.44'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 24.29', A RADIUS OF 65.00', WITH A CHORD BEARING OF S70°19'47"E AND A CHORD LENGTH OF 24.15'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 57.57', A RADIUS OF 95.35', WITH A CHORD BEARING OF S76°55'13"E AND A CHORD LENGTH OF 56.70'; THENCE N85°46'59"E 113.15'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 106.04', A RADIUS OF 115.00', WITH A CHORD BEARING OF S67°48'06"E AND A CHORD LENGTH OF 102.32'; THENCE S41°23'12"E 113.52'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 54.63', A RADIUS OF 75.00', WITH A CHORD BEARING OF S20°31'07"E AND A CHORD LENGTH OF 53.43'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 56.50', A RADIUS OF 129.73', WITH A CHORD BEARING OF S12°07'36"E AND A CHORD LENGTH OF 56.05'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 89.62', A RADIUS OF 415.00', WITH A CHORD BEARING OF S18°25'00"E AND A CHORD LENGTH OF 89.44'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 31.28', A RADIUS OF 35.00', WITH A CHORD BEARING OF S37°50'00"E AND A CHORD LENGTH OF 30.25'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 51.14', A RADIUS OF 65.00', WITH A CHORD BEARING OF S40°53'50"E AND A CHORD LENGTH OF 49.83'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 29.30', A RADIUS OF 55.27', WITH A CHORD BEARING OF S33°32'40"E AND A CHORD LENGTH OF 28.95'; THENCE S48°43'50"E 73.03'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 45.56', A RADIUS OF 250.00', WITH A CHORD BEARING OF S53°57'03"E AND A CHORD LENGTH OF 45.49'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 63.47', A RADIUS OF 280.00', WITH A CHORD BEARING OF S52°40'40"E AND A CHORD LENGTH OF 63.33'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 92.05', A RADIUS OF 119.39', WITH A CHORD BEARING OF S68°16'19"E AND A CHORD LENGTH OF 89.79'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 154.98', A RADIUS OF 115.00', WITH A CHORD BEARING OF S51°45'08"E AND A CHORD LENGTH OF 143.51'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 143.46', A RADIUS OF 317.76', WITH A CHORD BEARING OF S26°04'45"E AND A CHORD LENGTH OF 142.25'; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 84.78', A RADIUS OF 85.00', WITH A CHORD BEARING OF S67°35'16"E AND A CHORD LENGTH OF 81.31'; THENCE N83°50'15"E 52.12'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 99.40', A RADIUS OF 165.00', WITH A CHORD BEARING OF S78°54'13"E AND A CHORD LENGTH OF 97.91'; THENCE S61°38'41"E 63.44'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 40.01', A RADIUS OF 115.00', WITH A CHORD BEARING OF S51°40'37"E AND A CHORD LENGTH OF 39.81'; THENCE S41°42'34"E 85.61'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 38.31', A RADIUS OF 115.00', WITH A CHORD BEARING OF S32°10'01"E AND A CHORD LENGTH OF 38.13'; THENCE S22°37'29"E 83.17'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 52.05', A RADIUS OF 159.19', WITH A CHORD BEARING OF S13°15'25"E AND A CHORD LENGTH OF 51.82'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 80.25', A RADIUS OF 135.00', WITH A CHORD BEARING OF S20°55'08"E AND A CHORD LENGTH OF 79.07'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 80.91', A RADIUS OF 438.74', WITH A CHORD BEARING OF S32°39'54"E AND A CHORD LENGTH OF 80.79'; THENCE S27°22'56"E 75.02'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 31.08', A RADIUS OF 65.00', WITH A CHORD BEARING OF S41°04'53"E AND A CHORD LENGTH OF 30.79'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 94.76', A RADIUS OF 75.00', WITH A CHORD BEARING OF S18°35'10"E AND A CHORD LENGTH OF 88.58'; THENCE S17°36'31"W 107.42'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 32.92', A RADIUS OF 65.00', WITH A CHORD BEARING OF S03°05'59"W AND A CHORD LENGTH OF 32.57'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 59.04', A RADIUS OF 95.00', WITH A CHORD BEARING OF S06°23'40"W AND A CHORD LENGTH OF 58.09'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 117.40', A RADIUS OF 305.00', WITH A CHORD BEARING OF S13°10'16"W AND A CHORD LENGTH OF 116.68'; THENCE S02°08'39"W 111.79'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 61.07', A RADIUS OF 179.98', WITH A CHORD BEARING OF S11°51'55"W AND A CHORD LENGTH OF 60.78'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 68.94', A RADIUS OF 185.00', WITH A CHORD BEARING OF S10°54'37"W AND A CHORD LENGTH OF 68.54'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 148.81', A RADIUS OF 259.17', WITH A CHORD BEARING OF S16°40'59"W AND A CHORD LENGTH OF 146.77'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 119.52', A RADIUS OF 165.00', WITH A CHORD BEARING OF S12°22'52"W AND A CHORD LENGTH OF 116.92'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 132.64', A RADIUS OF 65.00', WITH A CHORD BEARING OF S50°05'16"W AND A CHORD LENGTH OF 110.79'; THENCE N71°27'18"W 38.38'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 65.72', A RADIUS OF 135.00', WITH A CHORD BEARING OF N57°30'35"W AND A CHORD LENGTH OF 65.07'; THENCE N43°33'51"W 124.79'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 102.93', A RADIUS OF 175.00', WITH A CHORD BEARING OF N26°42'49"W AND A CHORD LENGTH OF 101.46'; THENCE N09°51'48"W 129.56'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 23.56', A RADIUS OF 15.00', WITH A CHORD BEARING OF N54°51'48"W AND A CHORD LENGTH OF 21.21'; THENCE S80°08'12"W 20.00'; THENCE N09°51'48"W 30.00' TO **THE POINT OF BEGINNING** CONTAINING 177,493.388 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2019.



LAND SURVEYOR'S CERTIFICATE

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

Mark Patterson

MARK PATTERSON, PLS #3136

6/10/2019

DATE

PREPARED BY:



PREPARED FOR:



PREPARED FOR:



SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLO6081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.7

TITLE OF COMMITMENT (PARCEL ID: 137-00-00-044.00) - DEED BOOK 240, PAGE 12

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. 61736-KY1809-5030, REFERENCE NUMBER FA 13800701 NOBLE, EFFECTIVE DATE OF DECEMBER 14, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-0-). SEE SEPARATE MORTGAGE SCHEDULE.
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, AND THEREFORE CANNOT EXAMINE OR ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

(OTHER FILED DOCUMENTS)

8. ABSTRACT OF TITLE BETWEEN MOSS NOBLE ATTORNEY AT LAW AND EARNEST NOBLE AND GOLDEN NOBLE, HIS WIFE DATED 10/12/1977 IN BOOK 10 PAGE 265
 NOTES: FOR INFORMATIONAL PURPOSES, REGARDING OIL, GAS AND MINERAL RIGHTS.
 (ABSTRACT OF TITLE AS RECORDED IN BOOK 10, PAGE 265 DESCRIBES THE MINERAL RIGHTS IN THE TITLE OF EARNEST & GOLDEN NOBLE, IS BLANKET IN NATURE, AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
9. PETITION FOR PROBATE OF WILL AND APPOINTMENT OF EXECUTOR BETWEEN ESTATE OF ERNEST NOBLE, DIED ON DECEMBER 4, 1998 AND GOLDEN NOBLE AS EXECUTRIX DATED 2/29/1996 RECORDED 12/15/1998 IN BOOK 81365 PAGE 368. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

PREPARED BY:

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

PREPARED FOR:


PREPARED FOR:




SURVEY		
REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
0	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYL06081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

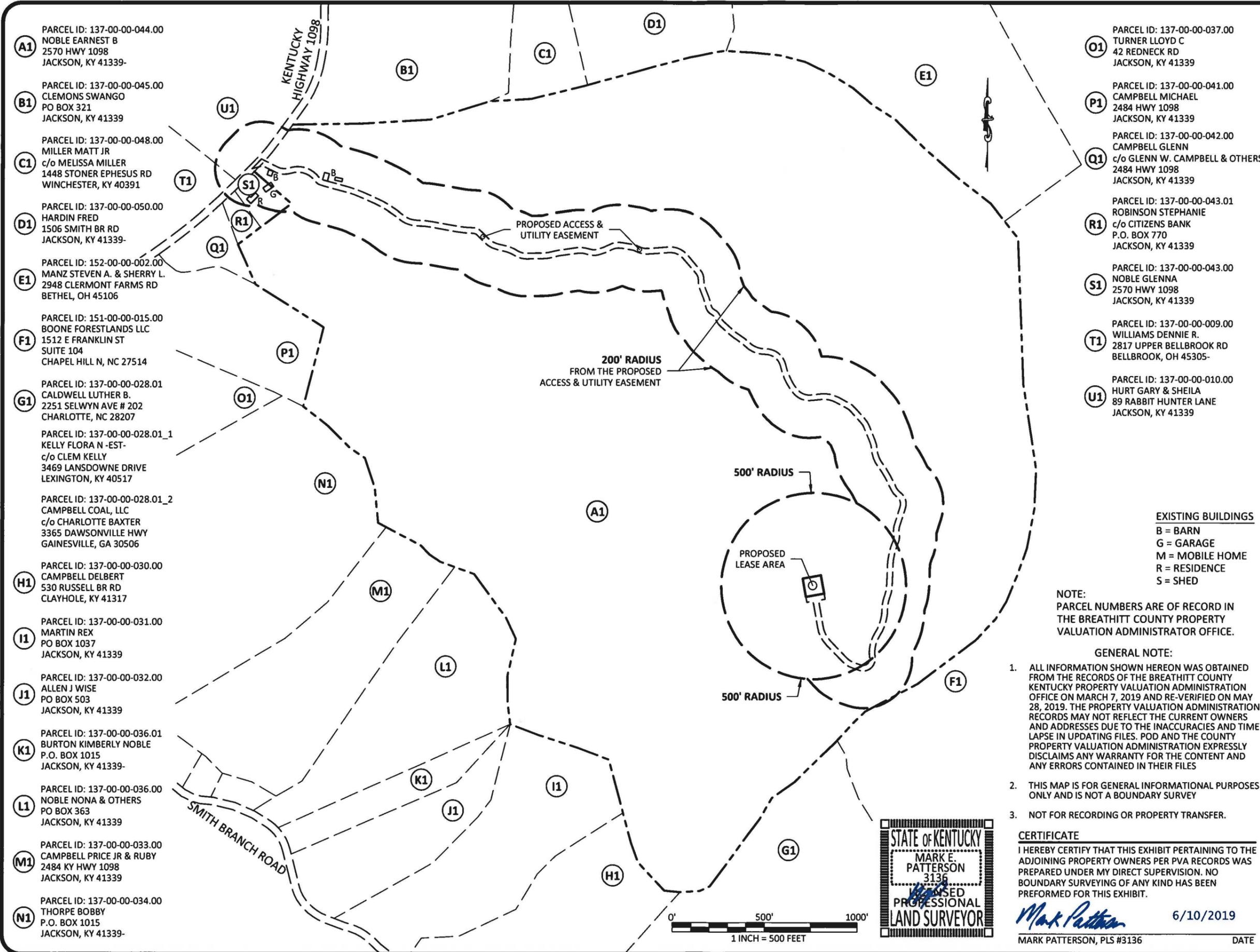
SHEET NUMBER: (9 pages)
B-1.8



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

Mark Patterson
 MARK PATTERSON, PLS #3136

6/10/2019
 DATE



- (A1)** PARCEL ID: 137-00-00-044.00
NOBLE EARNEST B
2570 HWY 1098
JACKSON, KY 41339-
- (B1)** PARCEL ID: 137-00-00-045.00
CLEMONS SWANGO
PO BOX 321
JACKSON, KY 41339
- (C1)** PARCEL ID: 137-00-00-048.00
MILLER MATT JR
c/o MELISSA MILLER
1448 STONER EPHEBUS RD
WINCHESTER, KY 40391
- (D1)** PARCEL ID: 137-00-00-050.00
HARDIN FRED
1506 SMITH BR RD
JACKSON, KY 41339-
- (E1)** PARCEL ID: 152-00-00-002.00
MANZ STEVEN A. & SHERRY L.
2948 CLERMONT FARMS RD
BETHEL, OH 45106
- (F1)** PARCEL ID: 151-00-00-015.00
BOONE FORESTLANDS LLC
1512 E FRANKLIN ST
SUITE 104
CHAPEL HILL N, NC 27514
- (G1)** PARCEL ID: 137-00-00-028.01
CALDWELL LUTHER B.
2251 SELWYN AVE # 202
CHARLOTTE, NC 28207
- PARCEL ID: 137-00-00-028.01_1
KELLY FLORA N -EST-
c/o CLEM KELLY
3469 LANSDOWNE DRIVE
LEXINGTON, KY 40517
- PARCEL ID: 137-00-00-028.01_2
CAMPBELL COAL, LLC
c/o CHARLOTTE BAXTER
3365 DAWSONVILLE HWY
GAINESVILLE, GA 30506
- (H1)** PARCEL ID: 137-00-00-030.00
CAMPBELL DELBERT
530 RUSSELL BR RD
CLAYHOLE, KY 41317
- (I1)** PARCEL ID: 137-00-00-031.00
MARTIN REX
PO BOX 1037
JACKSON, KY 41339
- (J1)** PARCEL ID: 137-00-00-032.00
ALLEN J WISE
PO BOX 503
JACKSON, KY 41339
- (K1)** PARCEL ID: 137-00-00-036.01
BURTON KIMBERLY NOBLE
P.O. BOX 1015
JACKSON, KY 41339-
- (L1)** PARCEL ID: 137-00-00-036.00
NOBLE NONA & OTHERS
PO BOX 363
JACKSON, KY 41339
- (M1)** PARCEL ID: 137-00-00-033.00
CAMPBELL PRICE JR & RUBY
2484 KY HWY 1098
JACKSON, KY 41339
- (N1)** PARCEL ID: 137-00-00-034.00
THORPE BOBBY
P.O. BOX 1015
JACKSON, KY 41339-

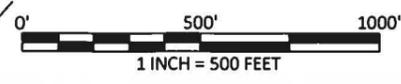
- (O1)** PARCEL ID: 137-00-00-037.00
TURNER LLOYD C
42 REDNECK RD
JACKSON, KY 41339
- (P1)** PARCEL ID: 137-00-00-041.00
CAMPBELL MICHAEL
2484 HWY 1098
JACKSON, KY 41339
- (Q1)** PARCEL ID: 137-00-00-042.00
CAMPBELL GLENN
c/o GLENN W. CAMPBELL & OTHERS
2484 HWY 1098
JACKSON, KY 41339
- (R1)** PARCEL ID: 137-00-00-043.01
ROBINSON STEPHANIE
c/o CITIZENS BANK
P.O. BOX 770
JACKSON, KY 41339
- (S1)** PARCEL ID: 137-00-00-043.00
NOBLE GLENNA
2570 HWY 1098
JACKSON, KY 41339
- (T1)** PARCEL ID: 137-00-00-009.00
WILLIAMS DENNIE R.
2817 UPPER BELLBROOK RD
BELLBROOK, OH 45305-
- (U1)** PARCEL ID: 137-00-00-010.00
HURT GARY & SHEILA
89 RABBIT HUNTER LANE
JACKSON, KY 41339

EXISTING BUILDINGS
 B = BARN
 G = GARAGE
 M = MOBILE HOME
 R = RESIDENCE
 S = SHED

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

GENERAL NOTE:

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BREATHITT COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 7, 2019 AND RE-VERIFIED ON MAY 28, 2019. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
3. NOT FOR RECORDING OR PROPERTY TRANSFER.



CERTIFICATE
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.
Mark Patterson 6/10/2019
 MARK PATTERSON, PLS #3136 DATE

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

PREPARED FOR:

PREPARED FOR:

EXHIBIT		
REV.	DATE	DESCRIPTION
A	05.20.19	ISSUED FOR REVIEW
0	06.10.19	ISSUED AS FINAL

EXHIBIT		
REV.	DATE	DESCRIPTION
A	05.20.19	ISSUED FOR REVIEW
0	06.10.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

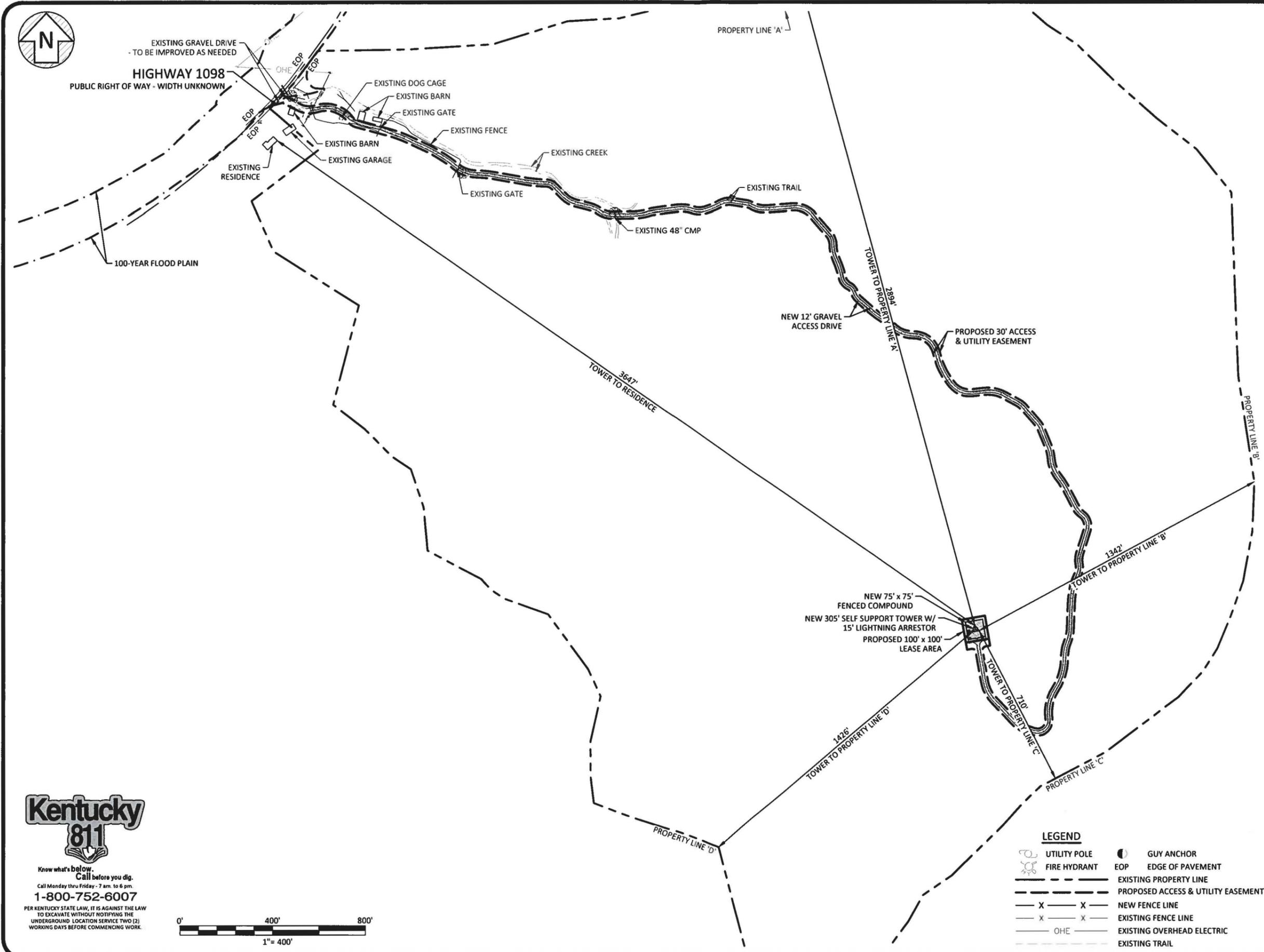
SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYL06081

POD NUMBER: 19-32811
 DRAWN BY: DAP
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 05.20.19

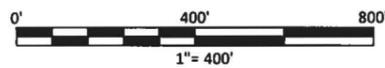
SHEET TITLE:
**500' RADIUS AND
 ABUTTERS MAP**

SHEET NUMBER: (1 pages)
B-2



Know what's below.
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1-800-752-6007

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



LEGEND

- UTILITY POLE
- FIRE HYDRANT
- GUY ANCHOR
- EOP EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED ACCESS & UTILITY EASEMENT
- NEW FENCE LINE
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING TRAIL

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

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

STATE OF KENTUCKY
 MARK E. PATTERSON
 16300
 PROFESSIONAL ENGINEER
 6/10/2019

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	5.10.19	ISSUED FOR REVIEW
0	6.5.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

FA NUMBER:
13800701

POD NUMBER: 19-32806

DRAWN BY: NAB
 CHECKED BY: MEP
 DATE: 5.10.19

SHEET TITLE:
OVERALL SITE LAYOUT

SHEET NUMBER:
C-1



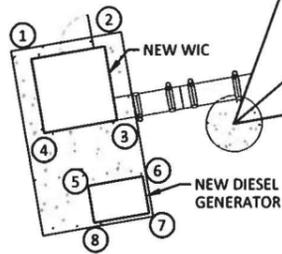
EXISTING GRAVEL DRIVE
- TO BE IMPROVED AS NEEDED
HIGHWAY 1098
PUBLIC RIGHT OF WAY - WIDTH UNKNOWN

EXISTING DOG CAGE
EXISTING BARN
EXISTING GATE
EXISTING FENCE
EXISTING BARN
EXISTING GARAGE
EXISTING RESIDENCE
EXISTING CREEK
EXISTING PATHWAY
EXISTING GATE
EXISTING 48" CMP

100-YEAR FLOOD PLAIN

NEW 12' GRAVEL ACCESS DRIVE
PROPOSED 30' ACCESS & UTILITY EASEMENT

NEW 305' SELF SUPPORT TOWER W/
15' LIGHTNING ARRESTOR



PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	2910'
B	2	1380'
C	3	726'
D	4	1415'
A	5	2923'
B	6	1382'
C	7	718'
D	8	1413'

EQUIPMENT ENLARGEMENT
NOT TO SCALE

NEW 75' x 75'
FENCED COMPOUND
NEW 305' SELF SUPPORT TOWER W/
15' LIGHTNING ARRESTOR
PROPOSED 100' x 100'
LEASE AREA

PROPERTY LINE 'D'

PROPERTY LINE 'C'

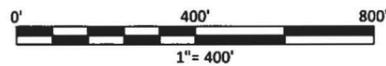
PROPERTY LINE 'B'

PROPERTY LINE 'A'



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PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW
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UNDERGROUND LOCATION SERVICE TWO (2)
WORKING DAYS BEFORE COMMENCING WORK.



LEGEND

- UTILITY POLE
- FIRE HYDRANT
- GUY ANCHOR
- EOP EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- PROPOSED ACCESS & UTILITY EASEMENT
- NEW FENCE LINE
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING TRAIL

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

PREPARED FOR:
MasTec

PREPARED FOR:
 at&t

STATE OF KENTUCKY
MARK E. PATTERSON
16,300
PROFESSIONAL ENGINEER
6/10/2019

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	5.10.19	ISSUED FOR REVIEW
0	6.5.19	ISSUED AS FINAL

SITE INFORMATION:

QUICKSAND CREEK

2630 HIGHWAY 1098
JACKSON, KY 41339

BREATHITT COUNTY

FA NUMBER:
13800701

POD NUMBER: 19-32806

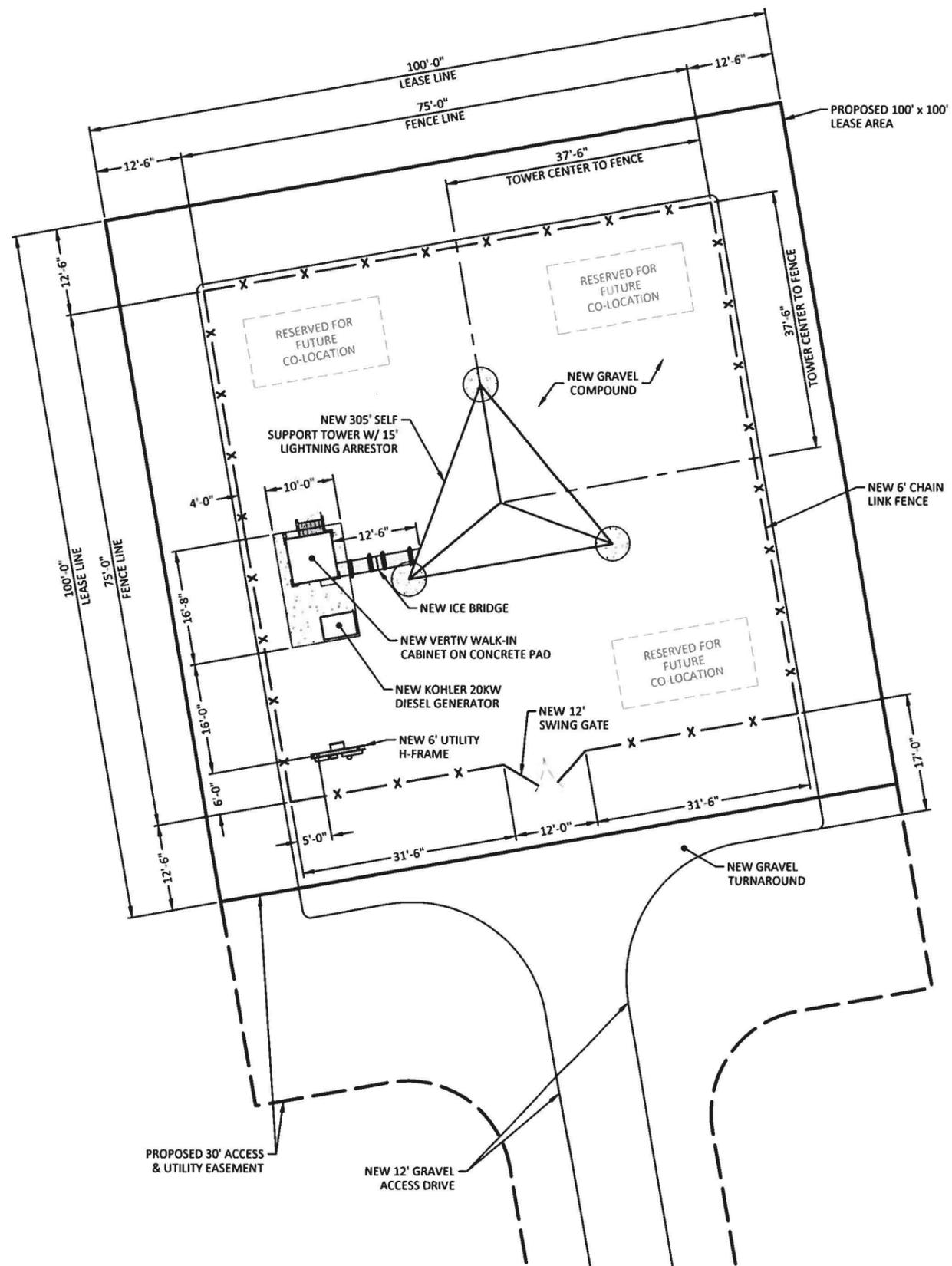
DRAWN BY: NAB
CHECKED BY: MEP
DATE: 5.10.19

SHEET TITLE:

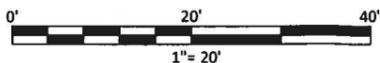
OVERALL SITE LAYOUT -CONT'D

SHEET NUMBER:

C-2



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



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 LOUISVILLE, KY 40299
 502-437-5252

PREPARED FOR:
MasTec

PREPARED FOR:
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STATE OF KENTUCKY
 MARK E. PATTERSON
 16300
 PROFESSIONAL ENGINEER
 6/10/2019

EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
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SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY
 FA NUMBER:
 13800701

POD NUMBER: 19-32806
 DRAWN BY: NAB
 CHECKED BY: MEP
 DATE: 5.10.19

SHEET TITLE:
ENLARGED COMPOUND LAYOUT

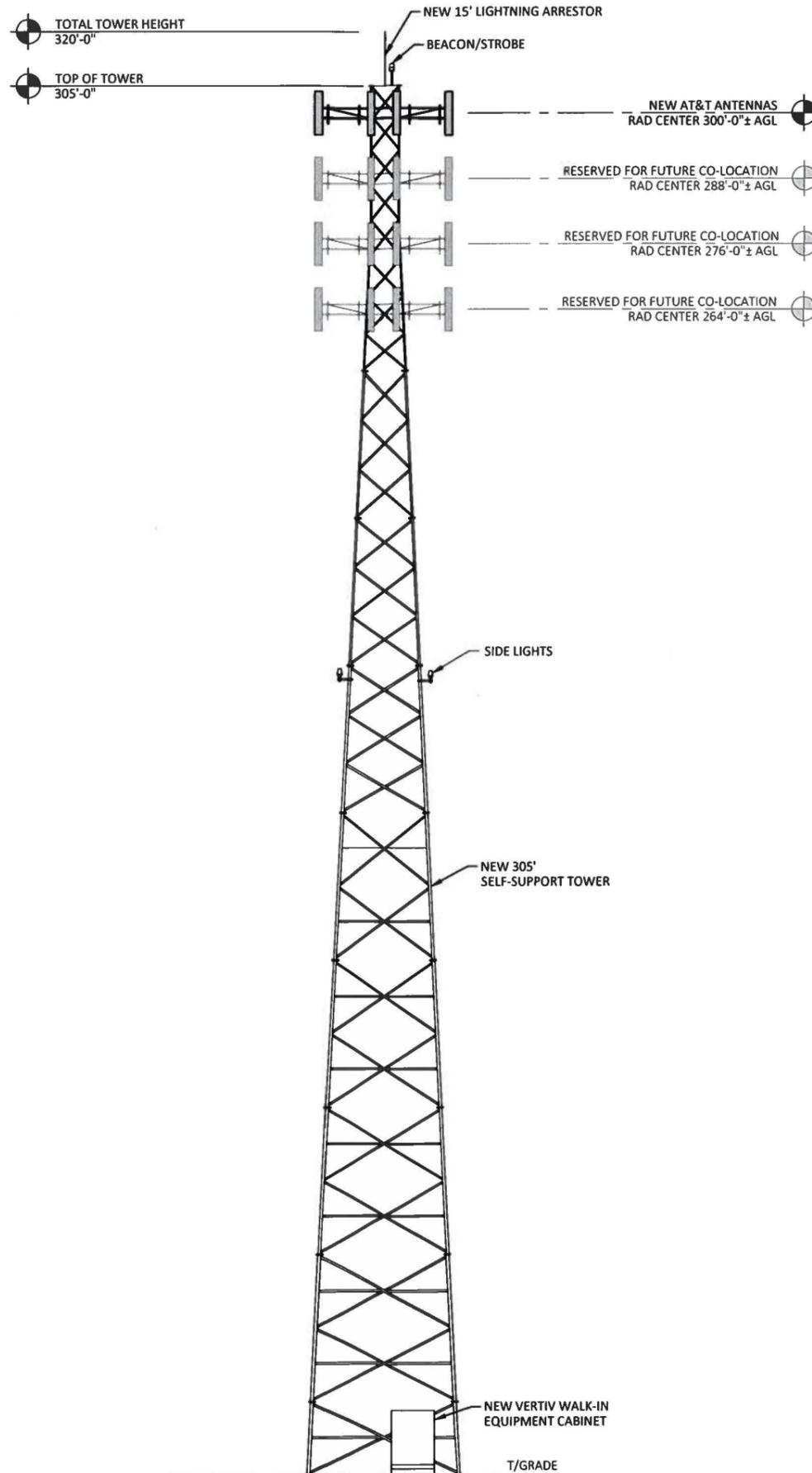
SHEET NUMBER:
C-3



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

TOWER NOTES:

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



PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:

STATE OF KENTUCKY
MARK E. PATTERSON
16,300
PROFESSIONAL ENGINEER

6/10/2019
EN PERMIT: 3594

ZONING DRAWINGS

REV	DATE	DESCRIPTION
A	5.10.19	ISSUED FOR REVIEW
0	6.5.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
2630 HIGHWAY 1098
JACKSON, KY 41339
BREATHITT COUNTY

FA NUMBER:
13800701

POD NUMBER: 19-32806

DRAWN BY: NAB
CHECKED BY: MEP
DATE: 5.10.19

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER:
C-4

EXHIBIT C
TOWER AND FOUNDATION DESIGN



May 8th, 2019
Kentucky Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

RE: Site Name – Quicksand Creek
Proposed Cell Tower
37° 31' 39.28" North Latitude, 83° 17' 58.14" West Longitude

Dear Commissioners:

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Don Murdock", written in a cursive style.

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



Structural Design Report

305' S3TL Series HD1 Self-Supporting Tower

Site: Quicksand Creek, KY

Site Number: 13800701

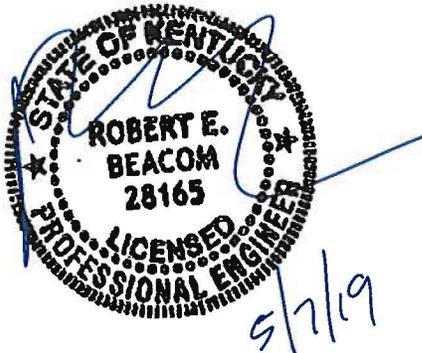
Prepared for: AT&T
by: Sabre Towers & Poles™

Job Number: 431371

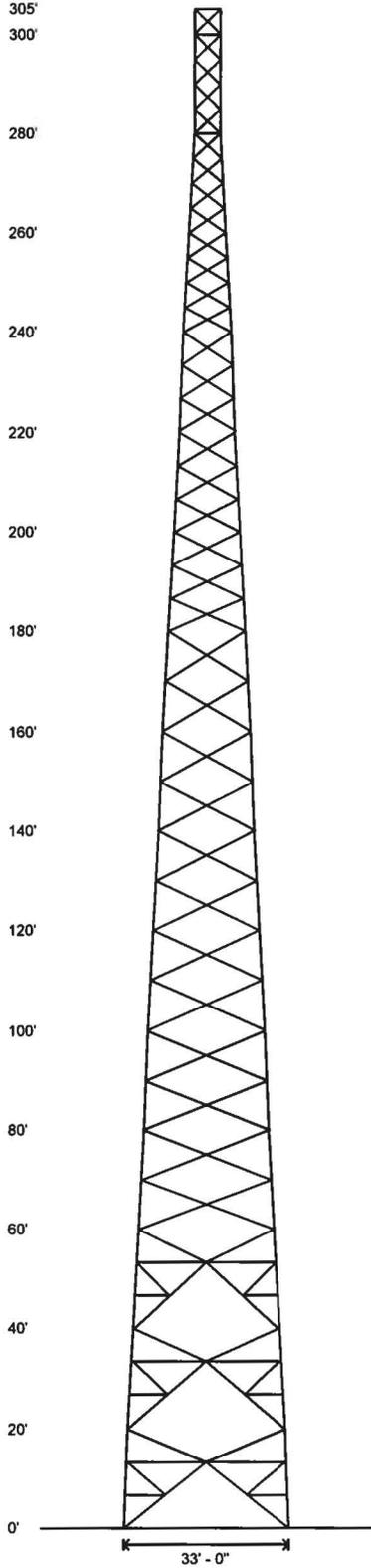
Revision A

May 7, 2019

Tower Profile.....	1-2
Foundation Design Summary (Preliminary) (Option 1).....	3
Foundation Design Summary (Preliminary) (Option 2).....	4
Maximum Leg Loads.....	5
Maximum Diagonal Loads.....	6
Maximum Foundation Loads.....	7
Calculations.....	8-24



Legs	A		8.625 OD X .500		B		5.563 OD X .500		C		D		E		F		G	
Diagonals	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
Horizontals	J	M	N	K	L	M	K	L	M	N	O	P	Q	R	S	T	U	V
Internals	N	M	K	M	L	M	L	M	N	O	P	Q	R	S	T	U	V	W
Sub-Diagonals	L	M	L	M	L	M	L	M	N	O	P	Q	R	S	T	U	V	W
Sub-Horizontals	L	M	Q	M	R													
Brace Bolts	(2) 3/4"		(2) 5/8"		(1) 3/4"		(1) 5/8"											
Top Face Width	31'	29'	27'	25'	23'	21'	19'	17'	15'	13'	11'	9'	7'	5'				
Panel Count/Height	S	T	S	T	S	T	S	T	S	T	S	T	S	T	S	T	S	T
Section Weight	7748	6656	6083	5406	5253	5013	4654	4518	3274	3145	2699	2211	1768	1375	865			



Designed Appurtenance Loading

Elev	Description	Tx-Line
312.5	(1) 15' Lightning Rod	
300	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
288	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
276	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
264	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"

Design Criteria - ANSI/TIA-222-G

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

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	77.67	Shear (kips)	48.25
Axial (kips)	292.21	Compression (kips)	547
Moment (ft-kips)	14535	Uplift (kips)	462
Torsion (ft-kips)	32.26		

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2012 International Building Code.
- 11) Tower Rating: 99.93%

	Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 256-6690 Fax: (712) 279-0814	Job: 431371A Customer: AT&T Site Name: Quicksand Creek, KY 13800701 Description: 305' S3TL Date: 5/7/2019 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>	

Material List

Display	Value
A	10.75 OD X .500
B	8.625 OD X .322
C	5.563 OD X .375
D	4.500 OD X .337
E	3.500 OD X .300
F	2.875 OD X .203
G	2.375 OD X .154
H	L 5 X 3 1/2 X 1/4 (SLV)
I	L 4 X 4 X 5/16
J	L 4 X 4 X 1/4
K	L 3 X 3 X 1/4

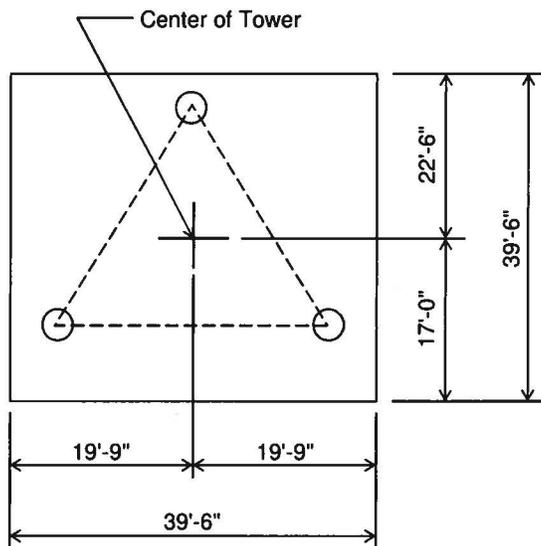
Display	Value
L	L 3 X 3 X 3/16
M	NONE
N	L 3 1/2 X 3 1/2 X 1/4
O	L 2 X 2 X 3/16
P	L 2 X 2 X 1/8
Q	L 2 1/2 X 2 1/2 X 1/4
R	L 2 1/2 X 2 1/2 X 3/16
S	1 @ 13.333'
T	1 @ 6.667'
U	249

 <p>Sabre Industries Towers and Poles</p>	<p>Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 258-6690 Fax: (712) 279-0614</p>	<p>Job: 431371A</p>
	<p>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</p>	<p>Customer: AT&T</p>
		<p>Site Name: Quicksand Creek, KY 13800701</p>
		<p>Description: 305' S3TL</p>
		<p>Date: 5/7/2019 By: REB</p>

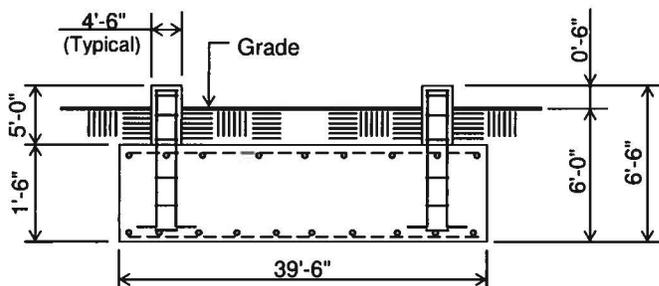
Customer: AT&T
Site: Quicksand Creek, KY 13800701

305 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



PLAN VIEW



ELEVATION VIEW

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

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

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on 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) The foundation is based on the following factored loads:
Factored download (kips) = 115.01
Factored overturn (kip-ft) = 14,534.55
Factored shear (kips) = 77.67
- 7) 4.5' of soil cover is required over the entire area of the foundation slab.
- 8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

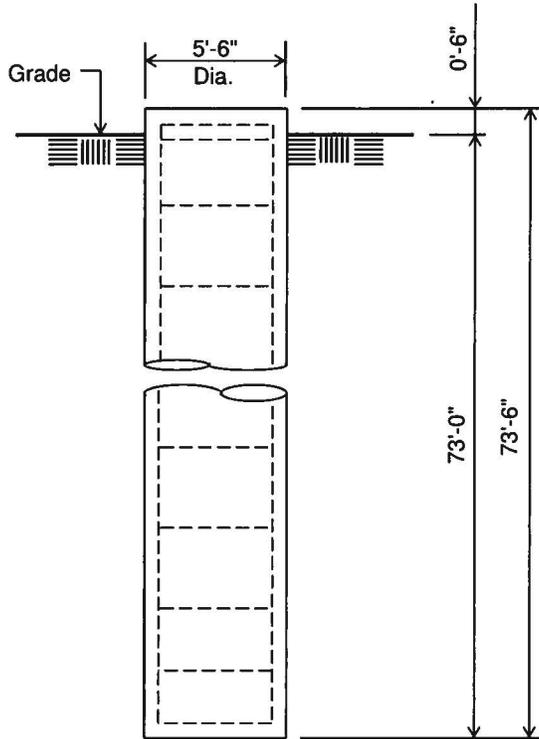
Rebar Schedule per Mat and per Pier	
Pier	(28) #6 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(73) #9 horizontal rebar evenly spaced each way top and bottom. (292 total)
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 15.5" B.C. w/ 9.5" max. projection above concrete.	

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Customer: AT&T
Site: Quicksand Creek, KY 13800701

305 ft. Model S3TL Series HD1 Self Supporting Tower

PRELIMINARY -NOT FOR CONSTRUCTION-



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- 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) The foundation is based on the following factored loads:
Factored uplift (kips) = 462.00
Factored download (kips) = 547.00
Factored shear (kips) = 48.00
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

ELEVATION VIEW

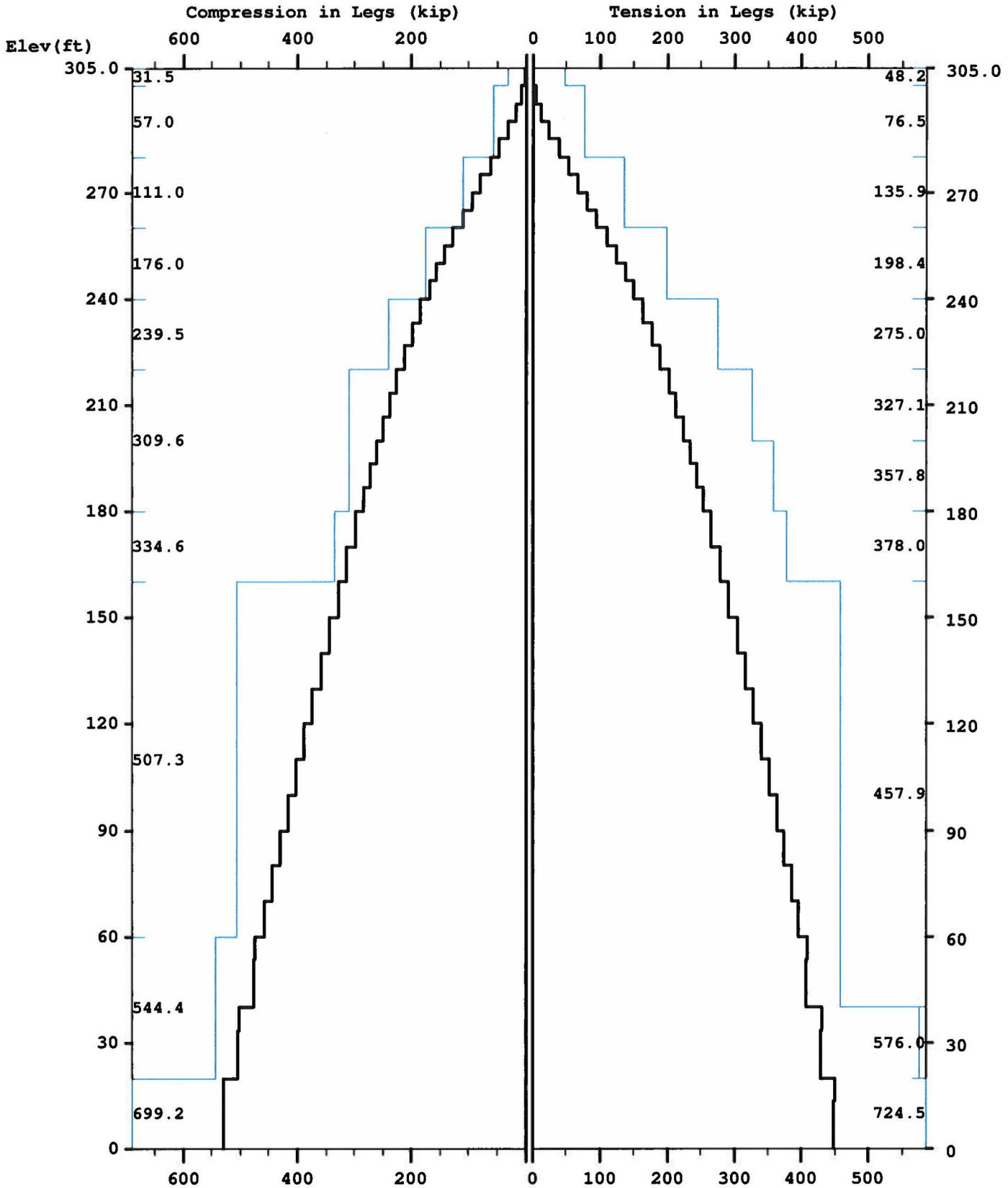
(64.7 cu. yds.)

(3 REQUIRED; NOT TO SCALE)

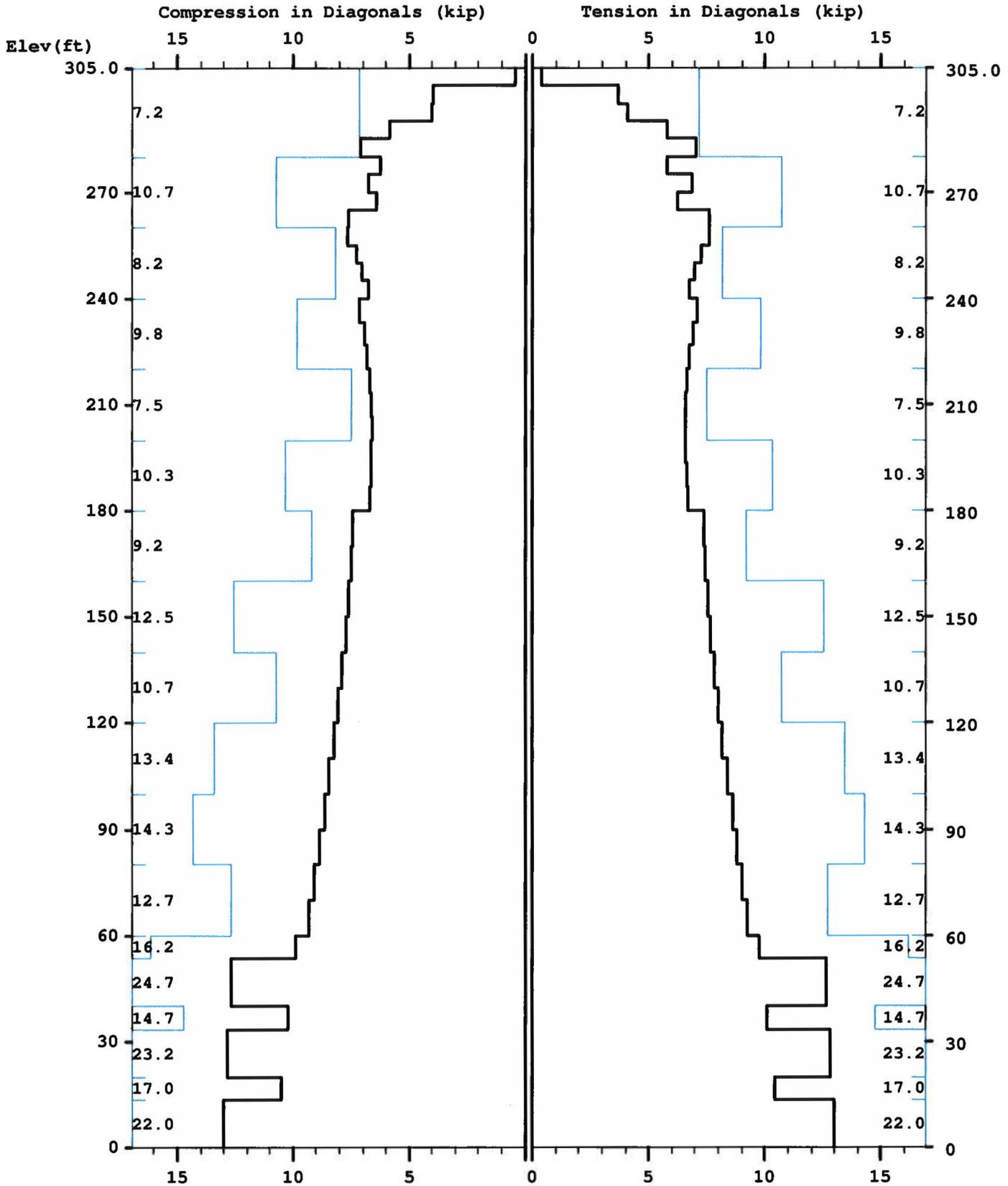
Rebar Schedule per Pier	
Pier	(16) #10 vertical rebar w/ #4 rebar ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 15.5" B.C. w/ 9.5" max. projection above concrete.	

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Maximum

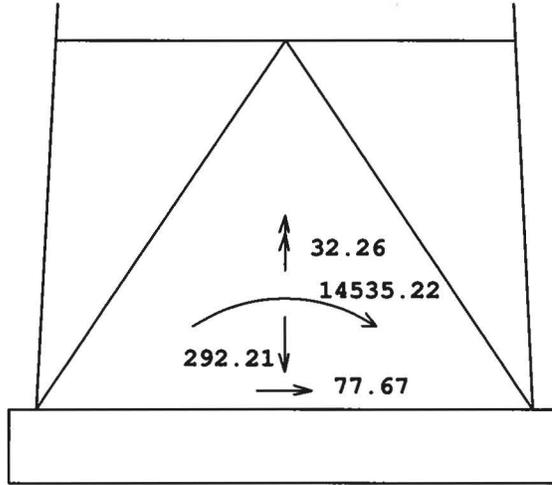


Maximum

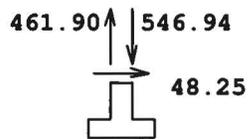
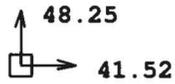


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Latticed Tower Analysis (Unguyed)
 Processed under license at:

(c)2015 Guymast Inc. 416-736-7453

Sabre Towers and Poles

on: 3 may 2019 at: 16:13:48

MAST GEOMETRY (ft)

PANEL TYPE	NO. OF LEGS	ELEV. AT BOTTOM	ELEV. AT TOP	F.W. AT BOTTOM	F.W. AT TOP	TYPICAL PANEL HEIGHT
X	3	300.00	305.00	5.00	5.00	5.00
X	3	295.00	300.00	5.00	5.00	5.00
X	3	280.00	295.00	5.00	5.00	5.00
X	3	275.00	280.00	5.50	5.00	5.00
X	3	260.00	275.00	7.00	5.50	5.00
X	3	240.00	260.00	9.00	7.00	5.00
X	3	220.00	240.00	11.00	9.00	6.67
X	3	200.00	220.00	13.00	11.00	6.67
X	3	180.00	200.00	15.00	13.00	6.67
X	3	160.00	180.00	17.00	15.00	10.00
X	3	140.00	160.00	19.00	17.00	10.00
X	3	120.00	140.00	21.00	19.00	10.00
X	3	100.00	120.00	23.00	21.00	10.00
X	3	80.00	100.00	25.00	23.00	10.00
X	3	60.00	80.00	27.00	25.00	10.00
V	3	53.33	60.00	27.67	27.00	6.67
A	3	40.00	53.33	29.00	27.67	13.33
V	3	33.33	40.00	29.67	29.00	6.67
A	3	20.00	33.33	31.00	29.67	13.33
V	3	13.33	20.00	31.67	31.00	6.67
A	3	0.00	13.33	33.00	31.67	13.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	300.00	305.00	1.075	0.787	29000.	0.0000117
LE	280.00	300.00	1.704	0.787	29000.	0.0000117
LE	260.00	280.00	3.016	0.787	29000.	0.0000117
LE	240.00	260.00	4.407	0.787	29000.	0.0000117
LE	220.00	240.00	6.111	0.787	29000.	0.0000117
LE	180.00	220.00	7.952	0.787	29000.	0.0000117
LE	160.00	180.00	8.399	0.787	29000.	0.0000117
LE	20.00	160.00	12.763	0.787	29000.	0.0000117
LE	0.00	20.00	16.101	0.787	29000.	0.0000117
DI	280.00	305.00	0.484	0.626	29000.	0.0000117
DI	240.00	280.00	0.715	0.626	29000.	0.0000117
DI	200.00	240.00	0.902	0.626	29000.	0.0000117
DI	180.00	200.00	1.090	0.626	29000.	0.0000117
DI	160.00	180.00	1.438	0.626	29000.	0.0000117
DI	120.00	160.00	1.688	0.626	29000.	0.0000117
DI	53.33	120.00	1.938	0.626	29000.	0.0000117
DI	40.00	53.33	2.062	0.626	29000.	0.0000117
DI	33.33	40.00	1.938	0.626	29000.	0.0000117
DI	20.00	33.33	2.062	0.626	29000.	0.0000117
DI	13.33	20.00	2.402	0.626	29000.	0.0000117
DI	0.00	13.33	2.062	0.626	29000.	0.0000117
HO	295.00	305.00	0.484	0.626	29000.	0.0000117
HO	275.00	280.00	0.715	0.626	29000.	0.0000117
HO	40.00	53.33	1.688	0.626	29000.	0.0000117
HO	20.00	33.33	1.938	0.626	29000.	0.0000117
HO	0.00	13.33	1.938	0.626	29000.	0.0000117
BR	40.00	53.33	1.438	0.000	29000.	0.0000117
BR	20.00	33.33	1.438	0.000	29000.	0.0000117
BR	0.00	13.33	1.688	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

431371A									
BOTTOM ELEV ft	TOP ELEV ft	LEGS		DIAGONALS		HORIZONTALS		INT COMP kip	BRACING TENS kip
		COMP kip	TENS kip	COMP kip	TENS kip	COMP kip	TENS kip		
300.0	305.0	31.48	48.15	7.16	7.16	5.82	5.82	0.00	0.00
295.0	300.0	57.04	76.50	7.16	7.16	5.82	5.82	0.00	0.00
280.0	295.0	57.04	76.50	7.16	7.16	0.00	0.00	0.00	0.00
275.0	280.0	110.98	135.90	10.74	10.74	8.46	8.46	0.00	0.00
260.0	275.0	110.98	135.90	10.74	10.74	0.00	0.00	0.00	0.00
240.0	260.0	175.98	198.45	8.19	8.19	0.00	0.00	0.00	0.00
220.0	240.0	239.46	274.95	9.84	9.84	0.00	0.00	0.00	0.00
200.0	220.0	309.64	327.10	7.46	7.46	0.00	0.00	0.00	0.00
180.0	200.0	309.64	357.75	10.34	10.34	0.00	0.00	0.00	0.00
160.0	180.0	334.65	378.00	9.19	9.19	0.00	0.00	0.00	0.00
140.0	160.0	507.33	457.90	12.53	12.53	0.00	0.00	0.00	0.00
120.0	140.0	507.33	457.90	10.73	10.73	0.00	0.00	0.00	0.00
100.0	120.0	507.33	457.90	13.43	13.43	0.00	0.00	0.00	0.00
80.0	100.0	507.33	457.90	14.31	14.31	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	12.68	12.68	0.00	0.00	0.00	0.00
53.3	60.0	544.40	457.90	16.16	16.16	0.00	0.00	0.00	0.00
40.0	53.3	544.40	457.90	24.72	24.72	11.36	11.36	7.41	7.41
33.3	40.0	544.40	576.00	14.73	14.73	0.00	0.00	0.00	0.00
20.0	33.3	544.40	576.00	23.19	23.19	13.98	13.98	6.59	6.59
13.3	20.0	699.22	724.50	16.98	16.98	0.00	0.00	0.00	0.00
0.0	13.3	699.22	724.50	22.03	22.03	12.58	12.58	9.00	9.00

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

LOADING CONDITION A =====

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

MAST LOADING
 =====

LOAD TYPE	ELEV ft	APPLY... RADIUS ft	LOAD... AZI	AT AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	312.5	0.00	0.0	0.0	0.20	0.15	0.00	0.00
C	300.0	0.00	0.0	0.0	7.30	7.20	0.00	0.00
C	288.0	0.00	0.0	0.0	5.40	4.80	0.00	0.00
C	276.0	0.00	0.0	0.0	5.33	4.80	0.00	0.00
C	264.0	0.00	0.0	0.0	5.27	4.80	0.00	0.00
D	305.0	0.00	180.0	0.0	0.05	0.04	0.00	0.00
D	300.0	0.00	180.0	0.0	0.05	0.04	0.00	0.00
D	300.0	0.00	42.0	0.0	0.10	0.07	0.06	0.07
D	290.0	0.00	42.0	0.0	0.10	0.07	0.06	0.07
D	290.0	0.00	63.7	0.0	0.11	0.08	0.06	0.08
D	285.0	0.00	63.7	0.0	0.11	0.08	0.06	0.08
D	285.0	0.00	76.5	0.0	0.12	0.09	0.06	0.09
D	280.0	0.00	76.5	0.0	0.12	0.09	0.06	0.09
D	280.0	0.00	80.8	0.0	0.13	0.13	0.06	0.08
D	275.0	0.00	80.8	0.0	0.13	0.13	0.06	0.08
D	275.0	0.00	99.1	0.0	0.15	0.15	0.04	0.05
D	265.0	0.00	101.2	0.0	0.15	0.15	0.04	0.05
D	265.0	0.00	58.7	0.0	0.15	0.17	0.01	0.04
D	260.0	0.00	58.7	0.0	0.15	0.17	0.01	0.04
D	260.0	0.00	330.0	0.0	0.16	0.19	0.01	0.04
D	240.0	0.00	329.1	0.0	0.17	0.20	0.01	0.03
D	240.0	0.00	329.9	0.0	0.17	0.22	0.01	0.04
D	220.0	0.00	329.2	0.0	0.17	0.22	0.01	0.03
D	220.0	0.00	329.9	0.0	0.17	0.25	0.01	0.03
D	200.0	0.00	329.4	0.0	0.17	0.25	0.01	0.03
D	200.0	0.00	330.0	0.0	0.18	0.26	0.01	0.03
D	180.0	0.00	329.6	0.0	0.19	0.27	0.01	0.03
D	180.0	0.00	329.9	0.0	0.17	0.27	0.01	0.03
D	160.0	0.00	329.7	0.0	0.18	0.28	0.01	0.03
D	160.0	0.00	329.9	0.0	0.18	0.34	0.01	0.03
D	100.0	0.00	329.9	0.0	0.19	0.38	0.01	0.03
D	100.0	0.00	330.0	0.0	0.18	0.38	0.01	0.03
D	60.0	0.00	329.9	0.0	0.18	0.40	0.01	0.03

					431371A			
D	60.0	0.00	330.0	0.0	0.15	0.37	0.01	0.02
D	53.3	0.00	330.0	0.0	0.15	0.37	0.01	0.02
D	53.3	0.00	329.9	0.0	0.18	0.45	0.01	0.03
D	40.0	0.00	329.9	0.0	0.18	0.45	0.01	0.03
D	40.0	0.00	330.0	0.0	0.14	0.38	0.01	0.02
D	33.3	0.00	330.0	0.0	0.14	0.38	0.01	0.02
D	33.3	0.00	330.0	0.0	0.16	0.47	0.01	0.02
D	20.0	0.00	330.0	0.0	0.16	0.47	0.01	0.02
D	20.0	0.00	330.0	0.0	0.14	0.45	0.01	0.02
D	13.3	0.00	330.0	0.0	0.14	0.45	0.01	0.02
D	13.3	0.00	330.0	0.0	0.16	0.52	0.01	0.02
D	0.0	0.00	330.0	0.0	0.16	0.52	0.01	0.02

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LOADING CONDITION M
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105 mph Ultimate wind with no ice. wind Azimuth: 0

MAST LOADING

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LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	312.5	0.00	0.0	0.0	0.20	0.12	0.00	0.00
C	300.0	0.00	0.0	0.0	7.30	5.40	0.00	0.00
C	288.0	0.00	0.0	0.0	5.40	3.60	0.00	0.00
C	276.0	0.00	0.0	0.0	5.33	3.60	0.00	0.00
C	264.0	0.00	0.0	0.0	5.27	3.60	0.00	0.00
D	305.0	0.00	180.0	0.0	0.05	0.03	0.00	0.00
D	300.0	0.00	180.0	0.0	0.05	0.03	0.00	0.00
D	300.0	0.00	42.0	0.0	0.10	0.06	0.04	0.07
D	290.0	0.00	42.0	0.0	0.10	0.05	0.04	0.07
D	290.0	0.00	63.7	0.0	0.11	0.06	0.04	0.08
D	280.0	0.00	76.5	0.0	0.12	0.07	0.05	0.09
D	280.0	0.00	80.8	0.0	0.13	0.10	0.04	0.08
D	275.0	0.00	80.8	0.0	0.13	0.10	0.04	0.08
D	275.0	0.00	99.1	0.0	0.15	0.11	0.03	0.05
D	265.0	0.00	101.2	0.0	0.15	0.11	0.03	0.05
D	265.0	0.00	58.7	0.0	0.15	0.13	0.00	0.04
D	260.0	0.00	58.7	0.0	0.15	0.13	0.00	0.04
D	260.0	0.00	330.0	0.0	0.16	0.14	0.01	0.04
D	240.0	0.00	329.1	0.0	0.17	0.15	0.01	0.03
D	240.0	0.00	329.9	0.0	0.17	0.16	0.01	0.04
D	220.0	0.00	329.2	0.0	0.17	0.17	0.01	0.03
D	220.0	0.00	329.9	0.0	0.17	0.19	0.01	0.03
D	200.0	0.00	329.4	0.0	0.17	0.19	0.01	0.03
D	200.0	0.00	330.0	0.0	0.18	0.20	0.01	0.03
D	180.0	0.00	329.6	0.0	0.19	0.20	0.01	0.03
D	180.0	0.00	329.9	0.0	0.17	0.21	0.01	0.03
D	160.0	0.00	329.7	0.0	0.18	0.21	0.01	0.03
D	160.0	0.00	329.9	0.0	0.18	0.26	0.01	0.03
D	100.0	0.00	329.9	0.0	0.19	0.28	0.01	0.03
D	100.0	0.00	330.0	0.0	0.18	0.29	0.01	0.03
D	60.0	0.00	329.9	0.0	0.18	0.30	0.01	0.03
D	60.0	0.00	330.0	0.0	0.15	0.28	0.01	0.02
D	53.3	0.00	330.0	0.0	0.15	0.28	0.01	0.02
D	53.3	0.00	329.9	0.0	0.18	0.33	0.01	0.03
D	40.0	0.00	329.9	0.0	0.18	0.33	0.01	0.03
D	40.0	0.00	330.0	0.0	0.14	0.28	0.01	0.02
D	33.3	0.00	330.0	0.0	0.14	0.28	0.01	0.02
D	33.3	0.00	330.0	0.0	0.16	0.35	0.01	0.02
D	20.0	0.00	330.0	0.0	0.16	0.35	0.01	0.02
D	20.0	0.00	330.0	0.0	0.14	0.34	0.01	0.02
D	13.3	0.00	330.0	0.0	0.14	0.34	0.01	0.02
D	13.3	0.00	330.0	0.0	0.16	0.39	0.01	0.02
D	0.0	0.00	330.0	0.0	0.16	0.39	0.01	0.02

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LOADING CONDITION Y
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30 mph wind with 1.5 ice. wind Azimuth: 0

MAST LOADING

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LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD..AT AZI	LOAD AZIFORCES.....	MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	312.5	0.00	0.0	0.0	0.04	0.30	0.00	0.00
C	300.0	0.00	0.0	0.0	1.10	18.42	0.00	0.00
C	288.0	0.00	0.0	0.0	1.33	12.25	0.00	0.00
C	276.0	0.00	0.0	0.0	1.31	12.22	0.00	0.00
C	264.0	0.00	0.0	0.0	1.29	12.19	0.00	0.00
D	305.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	300.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	300.0	0.00	42.0	0.0	0.01	0.30	0.22	0.01
D	295.0	0.00	42.0	0.0	0.01	0.30	0.22	0.01
D	295.0	0.00	42.0	0.0	0.01	0.26	0.22	0.01
D	290.0	0.00	42.0	0.0	0.01	0.26	0.22	0.01
D	290.0	0.00	68.8	0.0	0.01	0.32	0.21	0.01
D	285.0	0.00	68.8	0.0	0.01	0.32	0.21	0.01
D	285.0	0.00	86.2	0.0	0.01	0.36	0.22	0.01
D	280.0	0.00	86.2	0.0	0.01	0.36	0.22	0.01
D	280.0	0.00	88.3	0.0	0.02	0.45	0.20	0.01
D	275.0	0.00	88.3	0.0	0.02	0.45	0.20	0.01
D	275.0	0.00	97.5	0.0	0.02	0.49	0.12	0.00
D	265.0	0.00	99.6	0.0	0.02	0.50	0.12	0.00
D	265.0	0.00	44.4	0.0	0.02	0.55	0.02	0.00
D	260.0	0.00	44.4	0.0	0.02	0.55	0.02	0.00
D	260.0	0.00	330.0	0.0	0.02	0.60	0.02	0.00
D	240.0	0.00	329.1	0.0	0.02	0.62	0.02	0.00
D	240.0	0.00	329.9	0.0	0.02	0.64	0.02	0.00
D	220.0	0.00	329.3	0.0	0.02	0.66	0.02	0.00
D	220.0	0.00	329.9	0.0	0.02	0.68	0.02	0.00
D	200.0	0.00	329.4	0.0	0.02	0.70	0.02	0.00
D	200.0	0.00	330.0	0.0	0.02	0.73	0.02	0.00
D	180.0	0.00	329.6	0.0	0.02	0.75	0.02	0.00
D	180.0	0.00	329.9	0.0	0.02	0.73	0.02	0.00
D	160.0	0.00	329.7	0.0	0.02	0.74	0.02	0.00
D	160.0	0.00	329.9	0.0	0.02	0.82	0.02	0.00
D	100.0	0.00	329.9	0.0	0.02	0.89	0.02	0.00
D	100.0	0.00	329.9	0.0	0.02	0.91	0.02	0.00
D	70.0	0.00	330.0	0.0	0.02	0.92	0.02	0.00
D	70.0	0.00	329.9	0.0	0.02	0.93	0.02	0.00
D	60.0	0.00	329.9	0.0	0.02	0.93	0.02	0.00
D	60.0	0.00	330.0	0.0	0.02	0.85	0.02	0.00
D	53.3	0.00	330.0	0.0	0.02	0.85	0.02	0.00
D	53.3	0.00	329.9	0.0	0.02	1.08	0.02	0.00
D	40.0	0.00	329.9	0.0	0.02	1.08	0.02	0.00
D	40.0	0.00	330.0	0.0	0.02	0.84	0.02	0.00
D	33.3	0.00	330.0	0.0	0.02	0.84	0.02	0.00
D	33.3	0.00	330.0	0.0	0.02	1.10	0.02	0.00
D	20.0	0.00	330.0	0.0	0.02	1.10	0.02	0.00
D	20.0	0.00	330.0	0.0	0.02	0.94	0.02	0.00
D	13.3	0.00	330.0	0.0	0.02	0.94	0.02	0.00
D	13.3	0.00	330.0	0.0	0.02	1.25	0.03	0.00
D	0.0	0.00	330.0	0.0	0.02	1.25	0.03	0.00

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MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0	-----	-----	0.10 A	0.00 A
	0.10 U	0.41 R		
300.0	-----	-----	1.16 K	0.00 A
	3.43 M	3.70 T		
295.0	-----	-----	0.24 A	0.00 A
	12.75 M	4.11 B		
290.0	-----	-----	0.10 S	0.00 A
	23.75 M	5.77 T		
285.0	-----	-----	0.28 A	0.00 A
	39.16 M	7.06 B		
280.0	-----	-----	0.60 A	0.00 A
	53.09 M	5.77 M		
275.0	-----	-----	0.22 A	0.00 A
	67.44 M	6.86 H		
270.0	-----	-----	0.14 A	0.00 A
	81.50 M	6.23 N		

ELEV	MEMBER	DIAG	COMPRESS	BRACE
265.0	95.04 M	7.60 T	0.15 A	0.00 A
260.0	110.63 M	7.59 T	0.15 A	0.00 A
255.0	124.63 M	7.25 T	0.10 A	0.00 A
250.0	137.94 M	6.96 T	0.16 A	0.00 A
245.0	149.88 M	6.77 T	0.10 A	0.00 A
240.0	162.97 M	7.11 N	0.14 A	0.00 A
233.3	176.69 M	6.91 T	0.10 A	0.00 A
226.7	189.62 M	6.75 N	0.13 A	0.00 A
220.0	201.61 M	6.66 T	0.09 A	0.00 A
213.3	213.02 M	6.59 N	0.08 A	0.00 A
206.7	223.81 M	6.58 T	0.08 A	0.00 A
200.0	234.20 M	6.57 N	0.07 A	0.00 A
193.3	244.13 M	6.62 T	0.14 A	0.00 A
186.7	253.86 M	6.69 N	0.06 A	0.00 A
180.0	265.37 M	7.39 T	0.09 A	0.00 A
170.0	278.96 M	7.44 N	0.13 A	0.00 A
160.0	291.89 M	7.53 T	0.07 A	0.00 A
150.0	304.41 M	7.66 N	0.07 A	0.00 A
140.0	316.56 M	7.82 T	0.07 A	0.00 A
130.0	328.49 M	7.98 N	0.06 A	0.00 A
120.0	340.15 M	8.17 P	0.06 A	0.00 A
110.0	351.67 M	8.38 P	0.06 A	0.00 A
100.0	362.98 M	8.60 P	0.05 A	0.00 A
90.0	374.15 M	8.82 P	0.05 A	0.00 A
80.0	385.18 M	9.05 P	0.02 O	0.00 A
70.0	396.07 M	9.27 P	0.07 S	0.00 A
60.0	408.88 M	9.74 P	0.22 A	0.00 A
53.3	407.82 M	12.63 P	0.63 U	0.00 K
40.0	429.82 M	10.10 P	0.21 A	0.00 A
33.3	428.73 M	12.80 P	0.57 U	0.00 M
20.0	450.07 M	10.43 P	0.09 A	0.00 M
13.3	448.82 M	12.98 P	0.56 U	0.00 Q
0.0			0.00 A	0.00 A

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MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV	MEMBER	DIAG	COMPRESS	BRACE
305.0	-0.24 a	-0.43 G	-0.09 S	0.00 A
300.0			-0.97 Q	0.00 A

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295.0	-7.66 G	-3.94 B	-0.16 S	0.00 A
	-----	-----		
	-17.80 G	-3.99 N	-0.12 A	0.00 A
290.0	-----	-----		
	-30.55 G	-5.86 B	-0.19 S	0.00 A
285.0	-----	-----		
	-47.60 G	-7.11 B	-0.58 S	0.00 A
280.0	-----	-----		
	-62.13 G	-6.23 G	-0.15 S	0.00 A
275.0	-----	-----		
	-80.03 G	-6.72 N	-0.12 S	0.00 A
270.0	-----	-----		
	-94.30 G	-6.39 H	-0.10 S	0.00 A
265.0	-----	-----		
	-110.90 G	-7.62 B	-0.13 S	0.00 A
260.0	-----	-----		
	-127.72 G	-7.64 H	-0.07 S	0.00 A
255.0	-----	-----		
	-142.52 G	-7.26 T	-0.13 S	0.00 A
250.0	-----	-----		
	-156.53 G	-7.01 H	-0.08 S	0.00 A
245.0	-----	-----		
	-169.28 G	-6.77 T	-0.12 S	0.00 A
240.0	-----	-----		
	-183.26 G	-7.16 H	-0.08 S	0.00 A
233.3	-----	-----		
	-198.16 G	-6.92 N	-0.11 S	0.00 A
226.7	-----	-----		
	-212.20 G	-6.79 H	-0.07 S	0.00 A
220.0	-----	-----		
	-225.45 G	-6.67 B	-0.07 S	0.00 A
213.3	-----	-----		
	-238.10 G	-6.63 H	-0.06 S	0.00 A
206.7	-----	-----		
	-250.22 G	-6.59 B	-0.06 S	0.00 A
200.0	-----	-----		
	-261.92 G	-6.61 H	-0.12 S	0.00 A
193.3	-----	-----		
	-273.24 G	-6.65 H	-0.05 S	0.00 A
186.7	-----	-----		
	-284.38 G	-6.71 H	-0.07 S	0.00 A
180.0	-----	-----		
	-297.66 G	-7.43 H	-0.11 S	0.00 A
170.0	-----	-----		
	-313.44 G	-7.48 H	-0.06 S	0.00 A
160.0	-----	-----		
	-328.78 G	-7.58 H	-0.06 S	0.00 A
150.0	-----	-----		
	-343.95 G	-7.71 H	-0.06 S	0.00 A
140.0	-----	-----		
	-358.81 G	-7.86 H	-0.05 S	0.00 A
130.0	-----	-----		
	-373.50 G	-8.03 B	-0.05 S	0.00 A
120.0	-----	-----		
	-387.98 G	-8.22 D	-0.05 S	0.00 A
110.0	-----	-----		
	-402.36 G	-8.43 J	-0.04 S	0.00 A
100.0	-----	-----		
	-416.61 G	-8.64 D	-0.04 S	0.00 A
90.0	-----	-----		
	-430.79 G	-8.86 J	-0.02 I	0.00 A
80.0	-----	-----		
	-444.87 G	-9.08 D	-0.08 A	0.00 A
70.0	-----	-----		
	-458.85 G	-9.30 J	-0.19 S	0.00 A
60.0	-----	-----		
	-474.40 G	-9.85 G	-0.77 C	0.00 C
53.3	-----	-----		
	-475.81 G	-12.69 D	-0.17 S	0.00 A
40.0	-----	-----		
	-501.91 G	-10.21 G	-0.72 C	0.00 G
33.3	-----	-----		
	-503.36 G	-12.86 J	-0.07 S	0.00 G
20.0	-----	-----		
	-529.10 G	-10.50 D	-0.72 C	0.00 K
13.3	-----	-----		
	-530.77 G	-13.03 D	0.00 A	0.00 A
0.0	-----	-----		

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION --			---- LEG TENSION ----		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
305.00	0.24	31.48	0.01	0.10	48.15	0.00
300.00	7.66	57.04	0.13	3.43	76.50	0.04
295.00	17.80	57.04	0.31	12.75	76.50	0.17
290.00	30.55	57.04	0.54	23.75	76.50	0.31
285.00	47.60	57.04	0.83	39.16	76.50	0.51
280.00	62.13	110.98	0.56	53.09	135.90	0.39
275.00	80.03	110.98	0.72	67.44	135.90	0.50
270.00	94.30	110.98	0.85	81.50	135.90	0.60
265.00	110.90	110.98	1.00	95.04	135.90	0.70
260.00	127.72	175.98	0.73	110.63	198.45	0.56
255.00	142.52	175.98	0.81	124.63	198.45	0.63
250.00	156.53	175.98	0.89	137.94	198.45	0.70
245.00	169.28	175.98	0.96	149.88	198.45	0.76
240.00	183.26	239.46	0.77	162.97	274.95	0.59
233.33	198.16	239.46	0.83	176.69	274.95	0.64
226.67	212.20	239.46	0.89	189.62	274.95	0.69
220.00	225.45	309.64	0.73	201.61	327.10	0.62
213.33	238.10	309.64	0.77	213.02	327.10	0.65
206.67	250.22	309.64	0.81	223.81	327.10	0.68
200.00	261.92	309.64	0.85	234.20	357.75	0.65
193.33	273.24	309.64	0.88	244.13	357.75	0.68
186.67	284.38	309.64	0.92	253.86	357.75	0.71
180.00	297.66	334.65	0.89	265.37	378.00	0.70
170.00	313.44	334.65	0.94	278.96	378.00	0.74
160.00	328.78	507.33	0.65	291.89	457.90	0.64
150.00	343.95	507.33	0.68	304.41	457.90	0.66
140.00	358.81	507.33	0.71	316.56	457.90	0.69
130.00	373.50	507.33	0.74	328.49	457.90	0.72
120.00	387.98	507.33	0.76	340.15	457.90	0.74
110.00	402.36	507.33	0.79	351.67	457.90	0.77
100.00	416.61	507.33	0.82	362.98	457.90	0.79
90.00	430.79	507.33	0.85	374.15	457.90	0.82
80.00	444.87	507.33	0.88	385.18	457.90	0.84
70.00	458.85	507.33	0.90	396.07	457.90	0.86
60.00	474.40	544.40	0.87	408.88	457.90	0.89
53.33	475.81	544.40	0.87	407.82	457.90	0.89

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40.00	501.91	544.40	0.92	429.82	576.00	0.75
33.33	503.36	544.40	0.92	428.73	576.00	0.74
20.00	529.10	699.22	0.76	450.07	724.50	0.62
13.33	530.77	699.22	0.76	448.82	724.50	0.62
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS

MAST ELEV ft	- DIAG COMPRESSION -			--- DIAG TENSION ---		
	MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
305.00	0.43	7.16	0.06	0.41	7.16	0.06
300.00	3.94	7.16	0.55	3.70	7.16	0.52
295.00	3.99	7.16	0.56	4.11	7.16	0.57
290.00	5.86	7.16	0.82	5.77	7.16	0.81
285.00	7.11	7.16	0.99	7.06	7.16	0.99
280.00	6.23	10.74	0.58	5.77	10.74	0.54
275.00	6.72	10.74	0.63	6.86	10.74	0.64
270.00	6.39	10.74	0.60	6.23	10.74	0.58
265.00	7.62	10.74	0.71	7.60	10.74	0.71
260.00	7.64	8.19	0.93	7.59	8.19	0.93
255.00	7.26	8.19	0.89	7.25	8.19	0.89
250.00	7.01	8.19	0.86	6.96	8.19	0.85
245.00	6.77	8.19	0.83	6.77	8.19	0.83
240.00	7.16	9.84	0.73	7.11	9.84	0.72
233.33	6.92	9.84	0.70	6.91	9.84	0.70
226.67	6.79	9.84	0.69	6.75	9.84	0.69
220.00	6.67	7.46	0.89	6.66	7.46	0.89
213.33	6.63	7.46	0.89	6.59	7.46	0.88
206.67	6.59	7.46	0.88	6.58	7.46	0.88
200.00	6.61	10.34	0.64	6.57	10.34	0.64
193.33	6.65	10.34	0.64	6.62	10.34	0.64
186.67	6.71	10.34	0.65	6.69	10.34	0.65
180.00	7.43	9.19	0.81	7.39	9.19	0.80
170.00	7.48	9.19	0.81	7.44	9.19	0.81
160.00	7.58	12.53	0.60	7.53	12.53	0.60
150.00	7.71	12.53	0.62	7.66	12.53	0.61
140.00	7.86	10.73	0.73	7.82	10.73	0.73
130.00	8.03	10.73	0.75	7.98	10.73	0.74
120.00	8.22	13.43	0.61	8.17	13.43	0.61
110.00	8.43	13.43	0.63	8.38	13.43	0.62
100.00	8.64	14.31	0.60	8.60	14.31	0.60

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90.00	8.86	14.31	0.62	8.82	14.31	0.62
80.00	9.08	12.68	0.72	9.05	12.68	0.71
70.00	9.30	12.68	0.73	9.27	12.68	0.73
60.00	9.85	16.16	0.61	9.74	16.16	0.60
53.33	12.69	24.72	0.51	12.63	24.72	0.51
40.00	10.21	14.73	0.69	10.10	14.73	0.69
33.33	12.86	23.19	0.55	12.80	23.19	0.55
20.00	10.50	16.98	0.62	10.43	16.98	0.61
13.33	13.03	22.03	0.59	12.98	22.03	0.59
0.00						

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	EAST	DOWN	UPLIFT	TOTAL SHEAR
48.25 G	41.52 K	546.94 G	-461.90 M	48.25 G

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

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
77.7 S	-73.9 D	77.7 S	292.2 h	14535.2 G	-13930.8 D	14535.2 G	32.3 X

Latticed Tower Analysis (Unguyed)
Processed under license at:

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Sabre Towers and Poles

on: 3 may 2019 at: 16:14:33

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

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

LOADING CONDITION A

60 mph wind with no ice. Wind Azimuth: 0

MAST LOADING

LOAD TYPE	ELEV ft	APPLY RADIUS ft	LOAD AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	312.5	0.00	0.0	0.0	0.07	0.13	0.00	0.00
C	300.0	0.00	0.0	0.0	2.50	6.00	0.00	0.00
C	288.0	0.00	0.0	0.0	1.85	4.00	0.00	0.00

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C	276.0	0.00	0.0	0.0	1.83	4.00	0.00	0.00
C	264.0	0.00	0.0	0.0	1.81	4.00	0.00	0.00
D	305.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	300.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	300.0	0.00	42.0	0.0	0.04	0.06	0.05	0.02
D	290.0	0.00	42.0	0.0	0.03	0.06	0.05	0.03
D	290.0	0.00	63.7	0.0	0.04	0.07	0.05	0.03
D	280.0	0.00	76.5	0.0	0.04	0.08	0.05	0.03
D	280.0	0.00	80.8	0.0	0.05	0.11	0.05	0.03
D	275.0	0.00	80.8	0.0	0.05	0.11	0.05	0.03
D	275.0	0.00	99.1	0.0	0.05	0.12	0.04	0.02
D	265.0	0.00	101.2	0.0	0.05	0.12	0.03	0.02
D	265.0	0.00	58.7	0.0	0.05	0.14	0.00	0.01
D	260.0	0.00	58.7	0.0	0.05	0.14	0.00	0.01
D	260.0	0.00	330.0	0.0	0.05	0.16	0.01	0.01
D	240.0	0.00	329.1	0.0	0.06	0.16	0.01	0.01
D	240.0	0.00	329.9	0.0	0.06	0.18	0.01	0.01
D	220.0	0.00	329.2	0.0	0.06	0.19	0.01	0.01
D	220.0	0.00	329.9	0.0	0.06	0.21	0.01	0.01
D	200.0	0.00	329.4	0.0	0.06	0.21	0.01	0.01
D	200.0	0.00	330.0	0.0	0.06	0.22	0.01	0.01
D	180.0	0.00	329.6	0.0	0.06	0.22	0.01	0.01
D	180.0	0.00	329.9	0.0	0.06	0.23	0.01	0.01
D	160.0	0.00	329.7	0.0	0.06	0.23	0.01	0.01
D	160.0	0.00	329.9	0.0	0.06	0.29	0.01	0.01
D	100.0	0.00	329.9	0.0	0.07	0.31	0.01	0.01
D	100.0	0.00	330.0	0.0	0.06	0.32	0.01	0.01
D	60.0	0.00	329.9	0.0	0.06	0.33	0.01	0.01
D	60.0	0.00	330.0	0.0	0.05	0.31	0.01	0.01
D	53.3	0.00	330.0	0.0	0.05	0.31	0.01	0.01
D	53.3	0.00	329.9	0.0	0.06	0.37	0.01	0.01
D	40.0	0.00	329.9	0.0	0.06	0.37	0.01	0.01
D	40.0	0.00	330.0	0.0	0.05	0.31	0.01	0.01
D	33.3	0.00	330.0	0.0	0.05	0.31	0.01	0.01
D	33.3	0.00	329.9	0.0	0.06	0.39	0.01	0.01
D	13.3	0.00	330.0	0.0	0.05	0.38	0.01	0.01
D	13.3	0.00	330.0	0.0	0.06	0.44	0.01	0.01
D	0.0	0.00	330.0	0.0	0.06	0.44	0.01	0.01

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MAXIMUM MAST DISPLACEMENTS:

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ELEV ft	-----DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
305.0	1.511 G	-1.454 D	0.022 G	0.708 G	-0.682 D	0.039 L
300.0	1.450 G	-1.395 D	0.022 G	0.708 G	-0.682 D	0.039 L
295.0	1.387 G	-1.334 D	0.021 G	0.704 G	-0.678 D	0.038 L
290.0	1.326 G	-1.275 D	0.020 G	0.694 G	-0.668 D	0.037 L
285.0	1.264 G	-1.216 D	0.020 G	0.675 G	-0.650 D	0.036 L
280.0	1.205 G	-1.159 D	0.019 G	0.645 G	-0.621 D	0.033 L
275.0	1.148 G	-1.105 D	0.019 G	0.625 G	-0.601 D	0.032 L
270.0	1.094 G	-1.053 D	0.018 G	0.601 G	-0.579 D	0.030 L
265.0	1.042 G	-1.002 D	0.017 G	0.575 G	-0.553 D	0.029 L
260.0	0.992 G	-0.954 D	0.017 G	0.546 G	-0.526 D	0.027 L
255.0	0.944 G	-0.908 D	0.016 G	0.526 G	-0.506 D	0.026 L
250.0	0.898 G	-0.864 D	0.016 G	0.504 G	-0.485 D	0.025 L
245.0	0.854 G	-0.822 D	0.015 G	0.481 G	-0.463 D	0.023 L
240.0	0.812 G	-0.781 D	0.015 G	0.458 G	-0.441 D	0.022 L
233.3	0.759 G	-0.730 D	0.014 G	0.435 G	-0.419 D	0.021 L
226.7	0.709 G	-0.681 D	0.014 G	0.412 G	-0.396 D	-0.020 F
220.0	0.661 G	-0.636 D	0.013 G	0.388 G	-0.374 D	-0.019 F
213.3	0.616 G	-0.592 D	0.013 G	0.371 G	-0.357 D	-0.018 F
206.7	0.573 G	-0.550 D	0.013 G	0.353 G	-0.340 D	-0.017 F
200.0	0.531 G	-0.511 D	0.012 G	0.335 G	-0.323 D	-0.016 F
193.3	0.492 G	-0.473 D	0.012 G	0.317 G	-0.305 D	-0.015 F
186.7	0.456 G	-0.438 D	0.011 G	0.300 G	-0.289 D	-0.014 F
180.0	0.421 G	-0.405 D	0.011 G	0.282 G	-0.272 D	-0.013 F
170.0	0.373 G	-0.358 D	0.010 G	0.257 G	-0.248 D	-0.012 F
160.0	0.329 G	-0.316 D	0.010 G	0.233 G	-0.224 D	-0.011 F
150.0	0.289 G	-0.277 D	0.009 G	0.217 G	-0.209 D	-0.010 F
140.0	0.251 G	-0.241 D	0.009 G	0.201 G	-0.193 D	-0.009 F
130.0	0.217 G	-0.208 D	0.008 G	0.186 G	-0.178 D	-0.009 F
120.0	0.184 G	-0.177 D	0.008 G	0.170 G	-0.164 D	-0.008 F
110.0	0.155 G	-0.149 D	0.007 G	0.155 G	-0.149 D	-0.007 F
100.0	0.128 G	-0.123 D	0.007 G	0.140 G	-0.134 D	-0.006 F
90.0	0.104 G	-0.099 D	0.006 G	0.125 G	-0.120 D	-0.006 F
80.0	0.082 G	-0.079 D	0.005 G	0.110 G	-0.106 D	-0.005 F

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70.0	0.061 G	-0.059 D	0.005 G	0.095 G	-0.091 D	-0.004 F
60.0	0.042 G	-0.041 D	0.004 G	0.080 G	-0.077 D	-0.003 F
53.3	0.034 G	-0.033 D	0.004 G	0.070 G	-0.068 D	-0.003 F
40.0	0.019 G	-0.018 D	0.003 K	0.051 G	-0.049 D	-0.002 F
33.3	0.014 G	-0.013 D	0.002 G	0.042 G	-0.040 D	-0.002 F
20.0	0.005 G	-0.005 D	0.001 G	0.022 G	-0.021 D	-0.001 F
13.3	0.002 G	-0.002 D	0.001 K	0.015 G	0.014 J	-0.001 F
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

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ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0	-----	-----	0.04 A	0.00 A
	0.00 A	0.14 F		
300.0	-----	-----	0.45 K	0.00 A
	0.00 A	1.20 H		
295.0	-----	-----	0.11 A	0.00 A
	2.82 A	1.45 H		
290.0	-----	-----	0.03 G	0.00 A
	6.10 A	1.96 H		
285.0	-----	-----	0.12 A	0.00 A
	10.95 A	2.42 H		
280.0	-----	-----	0.21 A	0.00 A
	15.61 A	1.86 A		
275.0	-----	-----	0.10 A	0.00 A
	19.45 A	2.39 H		
270.0	-----	-----	0.05 A	0.00 A
	24.25 A	2.09 H		
265.0	-----	-----	0.07 A	0.00 A
	27.95 A	2.59 H		
260.0	-----	-----	0.06 A	0.00 A
	32.93 A	2.58 H		
255.0	-----	-----	0.04 A	0.00 A
	37.53 A	2.48 H		
250.0	-----	-----	0.06 A	0.00 A
	41.91 A	2.37 H		
245.0	-----	-----	0.04 A	0.00 A
	45.80 A	2.32 H		
240.0	-----	-----	0.06 A	0.00 A
	50.07 A	2.42 B		
233.3	-----	-----	0.04 A	0.00 A
	54.47 A	2.37 H		
226.7	-----	-----	0.05 A	0.00 A
	58.64 A	2.30 B		
220.0	-----	-----	0.03 A	0.00 A
	62.45 A	2.29 H		
213.3	-----	-----	0.03 A	0.00 A
	66.07 A	2.25 B		
206.7	-----	-----	0.03 A	0.00 A
	69.45 A	2.26 H		
200.0	-----	-----	0.03 A	0.00 A
	72.71 A	2.25 B		
193.3	-----	-----	0.06 A	0.00 A
	75.79 A	2.27 H		
186.7	-----	-----	0.02 A	0.00 A
	78.80 A	2.30 B		
180.0	-----	-----	0.03 A	0.00 A
	82.35 A	2.54 H		
170.0	-----	-----	0.05 A	0.00 A
	86.52 A	2.56 B		
160.0	-----	-----	0.03 A	0.00 A
	90.41 A	2.60 H		
150.0	-----	-----	0.03 A	0.00 A
	94.10 A	2.65 B		
140.0	-----	-----	0.03 A	0.00 A
	97.66 A	2.71 H		
130.0	-----	-----	0.03 A	0.00 A
	101.13 A	2.77 B		
120.0	-----	-----	0.02 A	0.00 A
	104.51 A	2.85 J		
110.0	-----	-----	0.02 A	0.00 A
	107.83 A	2.92 D		
100.0	-----	-----	0.02 A	0.00 A
	111.07 A	3.00 D		
90.0	-----	-----	0.02 A	0.00 A
	114.24 A	3.08 D		

80.0	-----		0.01 C	431371A	0.00 A
	117.36 A	3.17 D			
70.0	-----		0.02 G		0.00 A
	120.43 A	3.25 D			
60.0	-----		0.09 A		0.00 A
	124.33 A	3.39 J			
53.3	-----		0.19 I		0.00 D
	123.16 A	4.42 J			
40.0	-----		0.09 A		0.00 A
	130.08 A	3.52 D			
33.3	-----		0.17 I		0.00 B
	128.87 A	4.48 D			
20.0	-----		0.04 A		0.00 B
	135.47 A	3.64 D			
13.3	-----		0.17 I		0.00 B
	134.08 A	4.55 D			
0.0	-----		0.00 A		0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
305.0	-----		-0.03 G	0.00 A
	-0.11 C	-0.15 G		
300.0	-----		-0.28 E	0.00 A
	-3.81 G	-1.43 B		
295.0	-----		-0.02 G	0.00 A
	-7.52 G	-1.34 B		
290.0	-----		-0.05 A	0.00 A
	-12.38 G	-2.05 H		
285.0	-----		-0.03 G	0.00 A
	-18.66 G	-2.46 H		
280.0	-----		-0.19 G	0.00 A
	-23.79 G	-2.25 G		
275.0	-----		-0.03 G	0.00 A
	-30.89 G	-2.27 B		
270.0	-----		-0.03 G	0.00 A
	-35.80 G	-2.24 H		
265.0	-----		-0.02 G	0.00 A
	-42.31 G	-2.62 H		
260.0	-----		-0.03 G	0.00 A
	-48.36 G	-2.63 H		
255.0	-----		-0.02 G	0.00 A
	-53.60 G	-2.49 H		
250.0	-----		-0.04 G	0.00 A
	-58.55 G	-2.41 H		
245.0	-----		-0.02 G	0.00 A
	-63.09 G	-2.32 B		
240.0	-----		-0.03 G	0.00 A
	-68.06 G	-2.47 H		
233.3	-----		-0.02 G	0.00 A
	-73.43 G	-2.38 B		
226.7	-----		-0.03 G	0.00 A
	-78.48 G	-2.35 H		
220.0	-----		-0.02 G	0.00 A
	-83.30 G	-2.30 B		
213.3	-----		-0.02 G	0.00 A
	-87.92 G	-2.29 H		
206.7	-----		-0.02 G	0.00 A
	-92.37 G	-2.27 B		
200.0	-----		-0.02 G	0.00 A
	-96.67 G	-2.29 H		
193.3	-----		-0.03 G	0.00 A
	-100.87 G	-2.30 B		
186.7	-----		-0.01 G	0.00 A
	-105.00 G	-2.32 H		
180.0	-----		-0.02 G	0.00 A
	-109.94 G	-2.58 B		
170.0	-----		-0.03 G	0.00 A
	-115.85 G	-2.61 H		
160.0	-----		-0.02 G	0.00 A
	-121.68 G	-2.64 B		
150.0	-----		-0.02 G	0.00 A

431371A

140.0	-127.51 G	-2.70 H	-0.01 G	0.00 A
130.0	-133.26 G	-2.75 B	-0.01 G	0.00 A
120.0	-138.96 G	-2.82 H	-0.01 G	0.00 A
110.0	-144.61 G	-2.89 D	-0.01 G	0.00 A
100.0	-150.23 G	-2.97 D	-0.01 G	0.00 A
90.0	-155.83 G	-3.05 D	-0.01 G	0.00 A
80.0	-161.41 G	-3.12 D	-0.01 G	0.00 A
70.0	-166.98 G	-3.20 D	-0.03 A	0.00 A
60.0	-172.51 G	-3.28 D	-0.05 G	0.00 A
53.3	-178.46 G	-3.48 D	-0.29 C	0.00 I
40.0	-179.63 G	-4.48 D	-0.04 G	0.00 A
33.3	-189.45 G	-3.61 D	-0.27 G	0.00 G
20.0	-190.67 G	-4.54 D	-0.02 G	0.00 G
13.3	-200.44 G	-3.71 D	-0.29 C	0.00 I
0.0	-201.84 G	-4.59 D	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

-----LOAD-----COMPONENTS-----				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
17.84 G	15.36 K	208.06 G	-138.03 A	17.84 G

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

-----HORIZONTAL-----			DOWN	-----OVERTURNING-----			TORSION
NORTH	EAST	TOTAL		NORTH	EAST	TOTAL	
		@				@	
		0.0				0.0	
27.0	-25.8	27.0	95.8	5033.0	-4826.4	5033.0	-11.1
G	D	G	K	G	D	G	F

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 305' S3TL Series HD1

Customer AT&T

Project Number 431371

Date 5/7/2019

Engineer REB

Overall Loads:

Factored Moment (ft-kips)	14534.55
Factored Axial (kips)	292.21
Factored Shear (kips)	77.67

Individual Leg Loads:

Factored Uplift (kips)	462.00
Factored Download (kips)	547.00
Factored Shear (kips)	48.00

Tower eccentric from mat (ft)= 2.75

Width of Tower (ft)	33
Ultimate Bearing Pressure	5.00
Bearing Φ_s	0.75

Allowable Bearing Pressure (ksf)	2.50
Safety Factor	2.00

Bearing Design Strength (ksf)	3.75
Water Table Below Grade (ft)	999
Width of Mat (ft)	39.5
Thickness of Mat (ft)	1.5
Depth to Bottom of Slab (ft)	6
Bolt Circle Diameter (in)	15.5

Max. Factored Net Bearing Pressure (ksf) 2.33

Minimum Mat Width (ft) 39.50

Top of Concrete to Top of Bottom Threads (in)	65.125
Diameter of Pier (ft)	4.5
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4.5
Quantity of Bars in Mat	73
Bar Diameter in Mat (in)	1.128
Area of Bars in Mat (in ²)	72.95
Spacing of Bars in Mat (in)	6.48
Quantity of Bars Pier	28
Bar Diameter in Pier (in)	0.75
Tie Bar Diameter in Pier (in)	0.5
Spacing of Ties (in)	12
Area of Bars in Pier (in ²)	12.37
Spacing of Bars in Pier (in)	5.18
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15
Volume of Concrete (yd ³)	95.52

Minimum Pier Diameter (ft) 2.63
Equivalent Square b (ft) 3.99

Recommended Spacing (in) 6 to 12

Minimum Pier A_s (in²) 11.45
Recommended Spacing (in) 5 to 12

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	13.872		
ϕv_c (ksi)	0.228	v_u (ksi)	0.220
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342		
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.285		
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228		
Shear perimeter, b_o (in)	184.61		
β_c	1		

Stability:

Overturning Design Strength (ft-k)	21434.3	Factored Overturning Moment (ft-k)	15039.4
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One-Way Shear:

ϕV_c (kips)	749.8	V_u (kips)	497.3
Pier Design:			
Design Tensile Strength (kips)	668.0	T_u (kips)	462.0
ϕV_n (kips)	158.7	V_u (kips)	48.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c{}^{1/2}b_w d$	158.7		
V_s (kips)	0.0	*** V_s max = $4 f'_c{}^{1/2}b_w d$ (kips)	626.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
Actual Hook Development (in)	12.74	Req'd Hook Development l_{dh} (in)	8.69
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3)f'_c{}^{1/2}(2.8A_{SLOPE} + 4A_{FLAT})$	345.0	P_u (kips)	462.0
Pier Rebar Development Length (in)	46.75	Required Length of Development (in)	18.56

Flexure in Slab:

ϕM_n (ft-kips)	4157.6	M_u (ft-kips)	4123.9
a (in)	2.41		
Steel Ratio	0.01109		
β_1	0.825		
Maximum Steel Ratio (ρ_l)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	110.61	Required Development in Pad (in)	12.27

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

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 305' S3TL Series HD1

Customer Name AT&T

Job Number 431371

Date 5/7/2019

Engineer REB

Factored Uplift (kips)	462
Factored Download (kips)	547
Factored Shear (kips)	48
Ultimate Bearing Pressure	9
Bearing Φ s	0.75
Bearing Design Strength (ksf)	6.75
Water Table Below Grade (ft)	999
Bolt Circle Diameter (in)	15.5
Top of Concrete to Top of Bottom Threads (in)	65.125
Pier Diameter (ft)	5.5
Ht. Above Ground (ft)	0.5
Pier Length Below Ground (ft)	73
Quantity of Bars	16
Bar Diameter (in)	1.27
Area of Bars (in ²)	20.27
Spacing of Bars (in)	11.34
Tie Bar Diameter (in)	0.5
Spacing of Ties (in)	12
f'c (ksi)	4.5
fy (ksi)	60

Minimum Pier Diameter (ft) 2.63

Minimum Area of Steel (in²) 17.11

Unit Wt. of Concrete (kcf)	0.15
Download Friction Φ s	0.75
Uplift Friction Φ s	0.75
Volume of Concrete (yd ³)	64.68
Skin Friction Factor for Uplift	1
Ignore Bottom Length in Download?	<input type="checkbox"/>

Length to Ignore Download (ft)
0

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
82.5	0.50	0.50	0.11
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Download:

Factored Net Weight of Concrete (kips)	85.4		
Bearing Design Strength (kips)	160.4		
Skin Friction Design Strength (kips)	473.0		
Download Design Strength (kips)	633.4		
		Factored Net Download (kips)	632.4

Uplift:

Nominal Skin Friction (kips)	630.7		
W _c , Weight of Concrete (kips)	261.9		
W _R , Soil Resistance (kips)	17861.1		
ΦsW _r +0.9W _c (kips)	13631.5		
Uplift Design Strength (kips)	708.7		
		Factored Uplift (kips)	462.0

Tension:

Design Tensile Strength (kips)	1094.5	T _u (kips)	462.0
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Shear:

ΦV _n (kips)	290.1	V _u (kips)	48.0
ΦV _c =Φ2(1+N _u /(500A _g))f' _c ^{1/2} b _w d (kips)	290.1		
V _s (kips)	0.0	*** V _s max = 4 f' _c ^{1/2} b _w d (kips)	935.1
Maximum Spacing (in)	7.10	(Only if Shear Ties are Required)	
		*** Ref. ACI 11.5.5 & 11.5.6.3	

Anchor Bolt Pull-Out:

ΦP _c =Φλ(2/3)f' _c ^{1/2} (2.8A _{SLOPE} + 4A _{FLAT})	515.3	P _u (kips)	462.0
Rebar Development Length (in)	41.01	Required Length of Development (in)	N/A

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram	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
				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	D	San Francisco	CA
<input type="button" value="View"/>	4107900	365 Wireless, LLC	Cellular	D	Atlanta	GA
<input type="button" value="View"/>	4108300	Air Voice Wireless, LLC	Cellular	B	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 Corporation d/b/a Verizon Wireless	Cellular	A	Lisle	IL
<input type="button" value="View"/>	4110850	AltaWorx, LLC	Cellular	D	Fairhope	AL
<input type="button" value="View"/>	4107800	American Broadband and Telecommunications Company	Cellular	D	Toledo	OH
<input type="button" value="View"/>	4108650	AmeriMex Communications Corp.	Cellular	D	Dunedin	FL
<input type="button" value="View"/>	4105100	AmeriVision Communications, Inc. d/b/a Affinity 4	Cellular	D	Virginia Beach	VA
<input type="button" value="View"/>	4110700	Andrew David Balholm dba Norcell	Cellular	D	Clayton	WA
<input type="button" value="View"/>	4108600	BCN Telecom, Inc.	Cellular	D	Morristown	NJ
<input type="button" value="View"/>	4110550	Blue Casa Mobile, LLC	Cellular	D	Santa Barbara	CA
<input type="button" value="View"/>	4111050	BlueBird Communications, LLC	Cellular	D	New York	NY
<input type="button" value="View"/>	4202300	Bluegrass Wireless, LLC	Cellular	A	Elizabethtown	KY
<input type="button" value="View"/>	4107600	Boomerang Wireless, LLC	Cellular	B	Hiawatha	IA
<input type="button" value="View"/>	4105500	BullsEye Telecom, Inc.	Cellular	D	Southfield	MI
<input type="button" value="View"/>	4100700	Cellco Partnership dba Verizon	Cellular	A	Basking	NJ

		Wireless		Ridge	
View	4106600	Cintex Wireless, LLC	Cellular D	Rockville	MD
View	4111150	Comcast OTR1, LLC	Cellular D	Philadelphia	PA
View	4101900	Consumer Cellular, Incorporated	Cellular A	Portland	OR
View	4106400	Credo Mobile, Inc.	Cellular A	San Francisco	CA
View	4108850	Cricket Wireless, LLC	Cellular A	San Antonio	TX
View	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular C	Long Island City	NY
View	10640	Cumberland Cellular Partnership	Cellular A	Elizabethtown	KY
View	4111650	DataByes, Inc.	Cellular C	Rogers	AR
View	4111200	Dynalink Communications, Inc.	Cellular C	Brooklyn	NY
View	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular A	Ivel	KY
View	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular D	Ocala	FL
View	4109500	Enhanced Communications Group, LLC	Cellular D	Bartlesville	OK
View	4110450	Excellus Communications, LLC	Cellular D	Chattanooga	TN
View	4105900	Flash Wireless, LLC	Cellular C	Concord	NC
View	4104800	France Telecom Corporate Solutions L.L.C.	Cellular D	Oak Hill	VA
View	4109350	Global Connection Inc. of America	Cellular D	Norcross	GA
View	4102200	Globalstar USA, LLC	Cellular B	Covington	LA
View	4109600	Google North America Inc.	Cellular A	Mountain View	CA
View	33350363	Granite Telecommunications, LLC	Cellular D	Quincy	MA
View	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular A	San Diego	CA
View	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4111350	HELLO MOBILE TELECOM LLC	Cellular D	Dania Beach	FL
View	4103100	i-Wireless, LLC	Cellular B	Newport	KY
View	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular D	Tulsa	OK
View	22215360	KDDI America, Inc.	Cellular D	New York	NY
View	10872	Kentucky RSA #1 Partnership	Cellular A	Basking Ridge	NJ
View	10680	Kentucky RSA #3 Cellular General	Cellular A	Elizabethtown	KY
View	10681	Kentucky RSA #4 Cellular General	Cellular A	Elizabethtown	KY
View	4111250	Liberty Mobile Wireless, LLC	Cellular D	Sunny Isles Beach	FL
View	4111550	Lingo Telecom of the South, LLC	Cellular C	Atlanta	GA
View	4111400	Locus Telecommunications, LLC	Cellular A	Fort Lee	NJ
View	4110900	Lunar Labs, Inc.	Cellular D	Detroit	MI

View	4107300	Lycamobile USA, Inc.	Cellular D	Newark	NJ
View	4108800	MetroPCS Michigan, LLC	Cellular A	Bellevue	WA
View	4109650	Mitel Cloud Services, Inc.	Cellular D	Mesa	AZ
View	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular A	San Antonio	TX
View	10900	New Par dba Verizon Wireless	Cellular A	Basking Ridge	NJ
View	4000800	Nextel West Corporation	Cellular D	Overland Park	KS
View	4001300	NPCR, Inc. dba Nextel Partners	Cellular D	Overland Park	KS
View	4001800	OnStar, LLC	Cellular A	Detroit	MI
View	4110750	Onvoy Spectrum, LLC	Cellular D	Chicago	IL
View	4109050	Patriot Mobile LLC	Cellular D	Irving	TX
View	4110250	Plintron Technologies USA LLC	Cellular D	Bellevue	WA
View	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular D	Cincinnati	OH
View	4202100	Powertel/Memphis, Inc. dba T- Mobile	Cellular A	Bellevue	WA
View	4107700	Puretalk Holdings, LLC	Cellular A	Covington	GA
View	4106700	Q Link Wireless, LLC	Cellular B	Dania	FL
View	4108700	Ready Wireless, LLC	Cellular B	Hiawatha	IA
View	4110500	Republic Wireless, Inc.	Cellular B	Raleigh	NC
View	4111100	ROK Mobile, Inc.	Cellular D	Culver City	CA
View	4106200	Rural Cellular Corporation	Cellular A	Basking Ridge	NJ
View	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular D	Los Angeles	CA
View	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular D	Freemont	NE
View	4106300	SI Wireless, LLC	Cellular A	Carbondale	IL
View	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular D	Neptune	NJ
View	4111450	Spectrum Mobile, LLC	Cellular C	St. Louis	MO
View	4200100	Sprint Spectrum, L.P.	Cellular A	Atlanta	GA
View	4200500	SprintCom, Inc.	Cellular A	Atlanta	GA
View	4109550	Stream Communications, LLC	Cellular D	Dallas	TX
View	4111600	STX Group LLC dba Twigby	Cellular C	Murfreesboro	TN
View	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular D	Red Bluff	CA
View	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular A	Bellevue	WA
View	4002500	TAG Mobile, LLC	Cellular D	Carrollton	TX
View	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular D	Portland	ME
View	4107200	Telefonica USA, Inc.	Cellular D	Miami	FL
View	4108900	Telrite Corporation	Cellular D	Covington	GA

View	4108450	Tempo Telecom, LLC	Cellular	B	Atlanta	GA
View	4109000	Ting, Inc.	Cellular	A	Toronto	ON
View	4110400	Torch Wireless Corp.	Cellular	D	Jacksonville	FL
View	4103300	Touchtone Communications, Inc.	Cellular	D	Whippany	NJ
View	4104200	TracFone Wireless, Inc.	Cellular	D	Miami	FL
View	4002000	Truphone, Inc.	Cellular	D	Durham	NC
View	4110300	UVNV, Inc. d/b/a Mint Mobile	Cellular	D	Costa Mesa	CA
View	4105700	Virgin Mobile USA, L.P.	Cellular	A	Atlanta	GA
View	4110800	Visible Service LLC	Cellular	D	Basking Ridge	NJ
View	4106500	WiMacTel, Inc.	Cellular	D	Palo Alto	CA
View	4110950	Wing Tel Inc.	Cellular	D	New York	NY

EXHIBIT E
FAA



Proposed Case for : 2019-ASO-14291-OE

For information only.

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

Overview		Received Date: 04/18/2019		
Study (ASN): 2019-ASO-14291-OE		Entered Date: 04/18/2019		
Prior Study:		Map: View Map		
Status: Work In Progress				
Construction Info		Structure Summary		
Notice Of: CONSTR		Structure Type: Antenna Tower		
Duration: PERM (Months: 0 Days: 0)		Structure Name: Quicksand Creek		
Work Schedule:		FCC Number:		
Structure Details		Height and Elevation		
Latitude (NAD 83): 37° 31' 39.30" N			Proposed	
Longitude (NAD 83): 83° 17' 58.10" W		Site Elevation:	1333	
Datum: NAD 83		Structure Height:	320	
City: Jackson		Total Height (AMSL):	1653	
State: KY				
Nearest County: Breathitt				
Frequencies				
Low Freq	High Freq	Unit	ERP	Unit
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Previous [Back to Search](#) Next

EXHIBIT F
KENTUCKY AIRPORT ZONING COMMISSION



KENTUCKY TRANSPORTATION CABINET
KENTUCKY AIRPORT ZONING COMMISSION

TC 55-2
Rev. 06/2016
Page 2 of 2

APPLICATION FOR PERMIT TO CONSTRUCT OR ALTER A STRUCTURE

APPLICANT (name) John Monday		PHONE 855-699-7073	FAX 972-907-1131	KY AERONAUTICAL STUDY #	
ADDRESS (street) 3300 E. Renner Road, B3132		CITY Richardson		STATE TX	ZIP 75082
APPLICANT'S REPRESENTATIVE (name) Cody Knox		PHONE 318-355-6599	FAX N/A		
ADDRESS (street) 1975 Joe B Jackson Pkwy		CITY Murfreesboro		STATE TN	ZIP 37127
APPLICATION FOR <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Alteration <input type="checkbox"/> Existing				WORK SCHEDULE	
DURATION <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary (months days)				Start End TBD	
TYPE <input type="checkbox"/> Crane <input type="checkbox"/> Building <input checked="" type="checkbox"/> Antenna Tower <input type="checkbox"/> Power Line <input type="checkbox"/> Water Tank <input type="checkbox"/> Landfill <input type="checkbox"/> Other		MARKING/PAINTING/LIGHTING PREFERRED <input type="checkbox"/> Red Lights & Paint <input type="checkbox"/> White- medium intensity <input type="checkbox"/> White- high intensity <input checked="" type="checkbox"/> Dual- red & medium intensity white <input type="checkbox"/> Dual- red & high intensity white <input type="checkbox"/> Other			
LATITUDE 37° 31' 39.3 "		LONGITUDE 83° 17' 58.1 "		DATUM <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> NAD27 <input type="checkbox"/> Other	
NEAREST KENTUCKY City Jackson County Breathitt		NEAREST KENTUCKY PUBLIC USE OR MILITARY AIRPORT Julian Carroll - JKL			
SITE ELEVATION (AMSL, feet) 1,333		TOTAL STRUCTURE HEIGHT (AGL, feet) 320		CURRENT (FAA aeronautical study #) pending	
OVERALL HEIGHT (site elevation plus total structure height, feet) 1,653				PREVIOUS (FAA aeronautical study #)	
DISTANCE (from nearest Kentucky public use or Military airport to structure) 4.06 NM				PREVIOUS (KY aeronautical study #)	
DIRECTION (from nearest Kentucky public use or Military airport to structure) South					
DESCRIPTION OF LOCATION (Attach USGS 7.5 minute quadrangle map or an airport layout drawing with the precise site marked and any certified survey.) 1A and Quad attached					
DESCRIPTION OF PROPOSAL AT&T proposes to construct a 305' cell tower with a 15' lightning rod for an overall height of 320'.					
FAA Form 7460-1 (Has the "Notice of Construction or Alteration" been filed with the Federal Aviation Administration?) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, when? 4/24/2019					
CERTIFICATION (I hereby certify that all the above entries, made by me, are true, complete, and correct to the best of my knowledge and belief.)					
PENALTIES (Persons failing to comply with KRS 183.861 to 183.990 and 602 KAR 050 are liable for fines and/or imprisonment as set forth in KRS 183.990(3). Noncompliance with FAA regulations may result in further penalties.)					
NAME Michelle Ward	TITLE Sr. Real Estate Mgr.	SIGNATURE 		DATE 5/13/2019	
COMMISSION ACTION		<input type="checkbox"/> Chairperson, KAZC <input type="checkbox"/> Administrator, KAZC			
<input type="checkbox"/> Approved	SIGNATURE			DATE	
<input type="checkbox"/> Disapproved					

EXHIBIT G
GEOTECHNICAL REPORT



April 24, 2019

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

Subject: Geotechnical Investigation
Site Name: QUICKSAND CREEK (13800701)
Site Address: 2630 Highway 1098 Jackson, KY 41339, Breathitt County
Coordinates: N37° 31' 39.28", W83° 17' 58.14"
POD Project No. 19-33471

Dear Ms. Ward:

Power of Design (POD) was authorized in February 2019 to complete the Geotechnical Investigation for the subject Property. We utilized the survey of the subject Property dated February 1, 2019. The Property is located in a steep forested area southeast of Highway 1098. The Property includes a proposed 100-foot by 100-foot lease area located in a steep forested area with a proposed approximate 5811-foot long by 30-foot wide access/utility easement. The proposed easement would extend in an eastern direction off Highway 1098, turning south, west, and north to the proposed lease area.

Due to extensive clearing of trees and a steep hillside along the proposed access/utility easement, it would not be possible for a geotechnical drill rig to access the center of the lease area. In order to complete the requested Geotechnical Investigation, tree-clearing and access road improvements would be necessary.

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

Cordially,

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

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





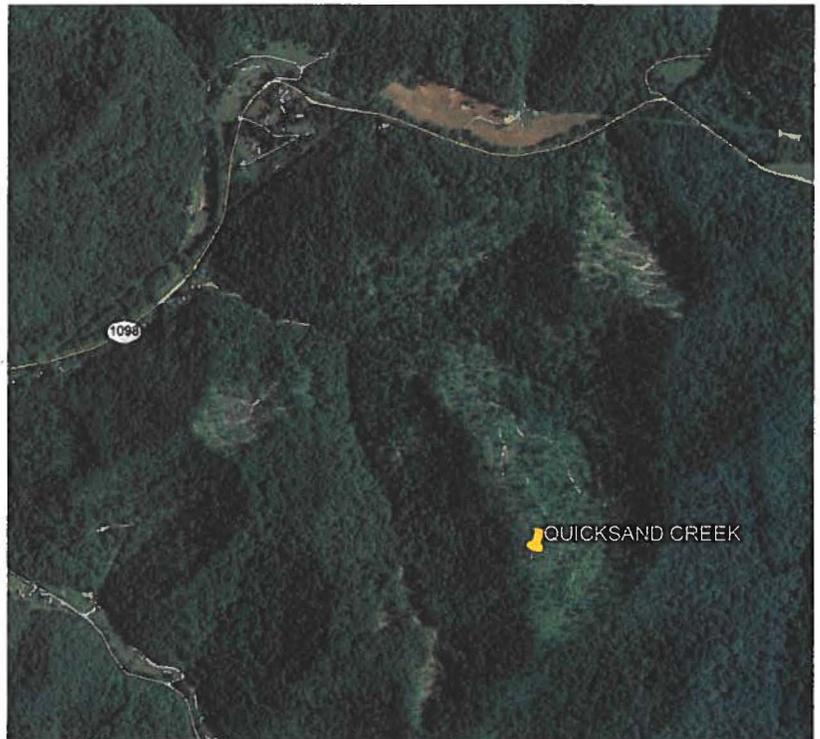
Preliminary Geotechnical Investigation

Site Name: QUICKSAND CREEK
(13800701)

Site Address: 2630 Highway 1098
Jackson, KY 41339
Breathitt County

Coordinates: N37° 31' 39.28"
W83° 17' 58.14"

POD Project No. 19-33471



SUBMITTED TO:

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

PREPARED BY:

Power of Design
11490 Bluegrass Parkway
Louisville, KY 40299



April 24, 2019

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

Re: Subject: **Preliminary Geotechnical Investigation**
 Site Name: QUICKSAND CREEK (13800701)
 Site Address: 2630 Highway 1098
 Jackson, KY 41339
 Breathitt County
 Coordinates: N37° 31' 39.28", W83° 17' 58.14"
 POD Project No. 19-33471

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 February 1, 2019.

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

Purpose and Scope of Work

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

Project Information

POD provided a survey dated 4/24/19 of the Property. The Property is located in a steep forested area southeast of Highway 1098. We understand that plans call for a new 305-foot tall self-support tower with 15' lightning arrestor 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 1333 feet AMSL.

The soil survey shows the Shelocta-Gilpin-Kimper Complex (SkE) soil type for the proposed tower location. A description of this soil type is attached. In summary, the general soil profile description includes a channery loam to a depth of approximately 7 inches, channery silt loam to a depth of approximately 2 feet, channery silty clay loam to a depth of approximately 5 feet.

Recommendations

Based on the anticipated deep channery loam, the tower will likely be supported on a shallow mat (pad and pier) foundation system. Groundwater should not likely be encountered in the foundation excavation. Assuming partially weathered rock at the tower foundation bearing level, a nominal bearing pressure of about 5000 pounds per square foot is likely appropriate.

We appreciate the opportunity to be of service.

Cordially,

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

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



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



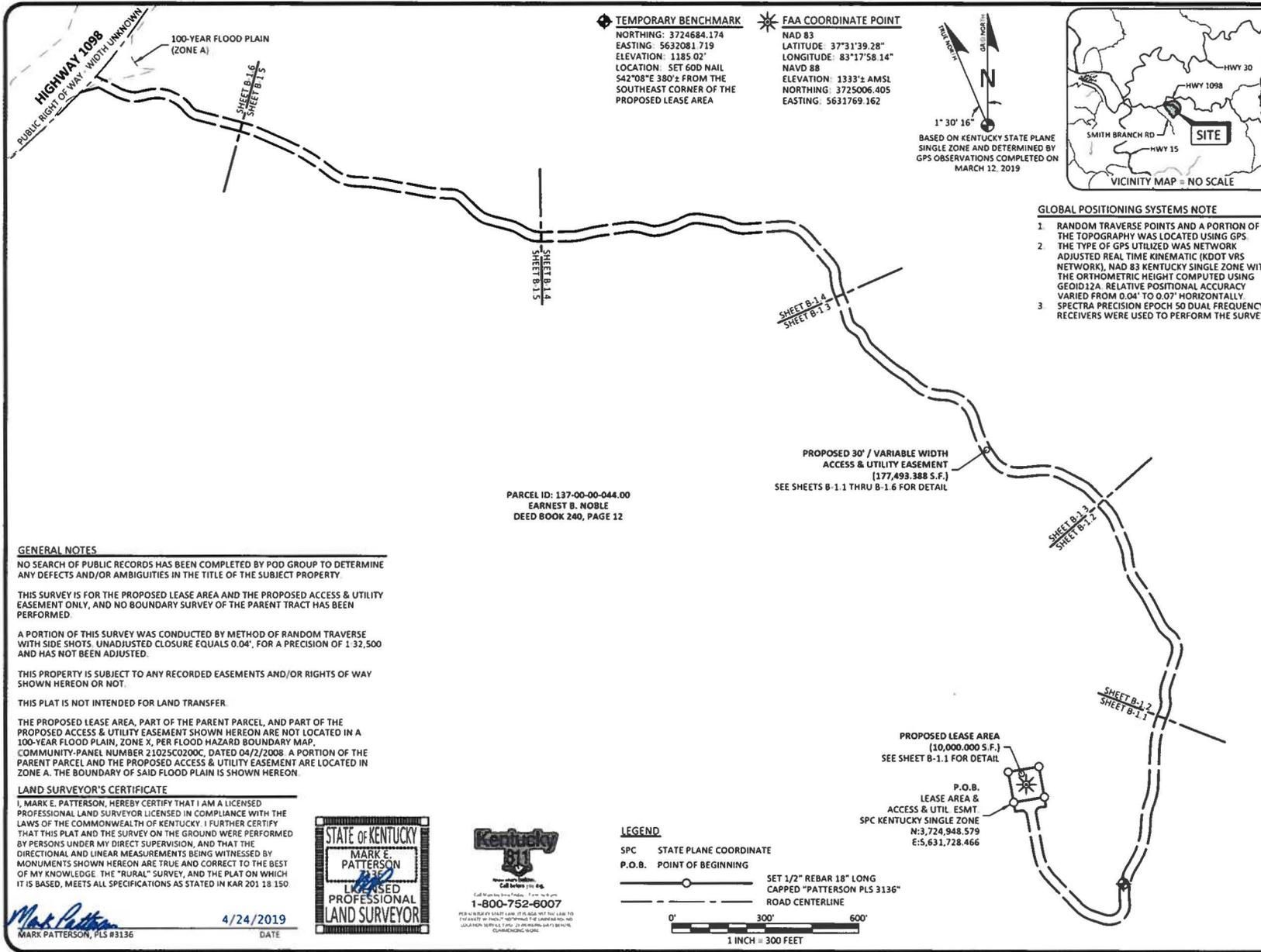
APPENDIX A
Topographic Map and Site Survey



Source: U.S. Geological Survey, 20160425, USGS US Topo 7.5-minute map for Quicksand, KY 2016: USGS - National Geospatial Technical Operations Center (NGTOC).

X = Proposed Site

	<p>Site Name: QUICKSAND CREEK (13800701)</p> <p>Site Address: 2630 Highway 1098 Jackson, KY 41339 Breathitt County</p> <p>Coordinates: N37° 31' 39.28" W83° 17' 58.14"</p>	<p>Figure 1: Site Location Plan</p>
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- GLOBAL POSITIONING SYSTEMS NOTE**
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 2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KNOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOD12A. 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

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LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201:18.150

Mark Patterson
 MARK PATTERSON, PLS #3136
 DATE: 4/24/2019



PREPARED BY:

 11400 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502.437.5252

PREPARED FOR:

PREPARED FOR:

SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	DLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION
 QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

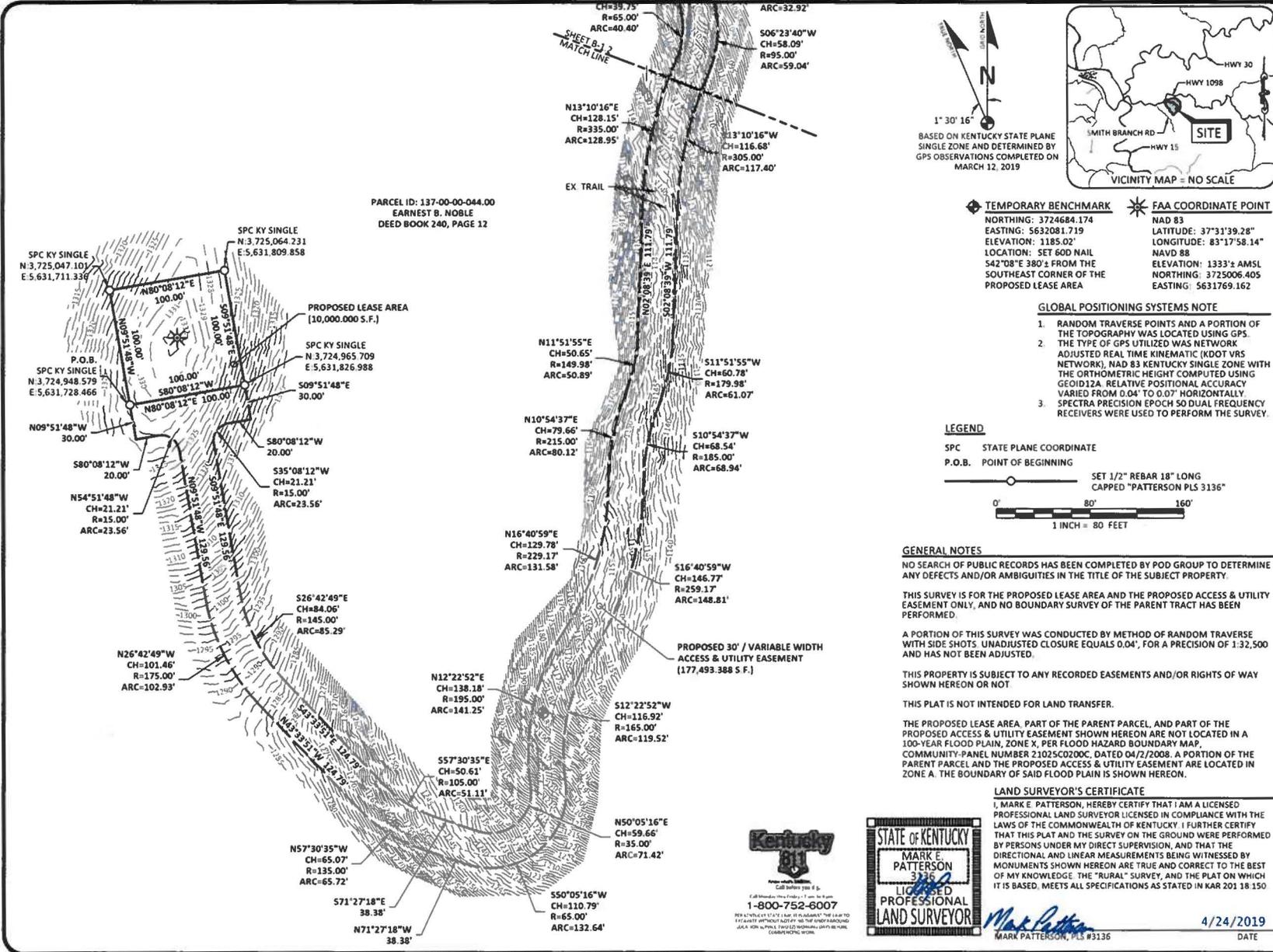
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POD NUMBER: 19-32809
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CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

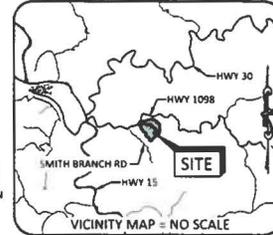
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SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (9 pages)
B-1



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

1" 30' 16"
 BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 NAIL
 S42°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

GLOBAL POSITIONING SYSTEMS NOTE

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3. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

LEGEND

SPC STATE PLANE COORDINATE
 P.O.B. POINT OF BEGINNING

SET 1/2" REBAR 18" LONG
 CAPPED "PATTERSON PLS 3136"

0' 80' 160'
 1 INCH = 80 FEET

GENERAL NOTES

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Mark Patterson
 MARK PATTERSON, PLS #3136

4/24/2019
 DATE

PREPARED BY:

 13400 BELLEGLASS PARKWAY
 LOUISVILLE, KY 40299
 502.417.5252

PREPARED FOR:

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION
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 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

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 JACKSON, KY 41339

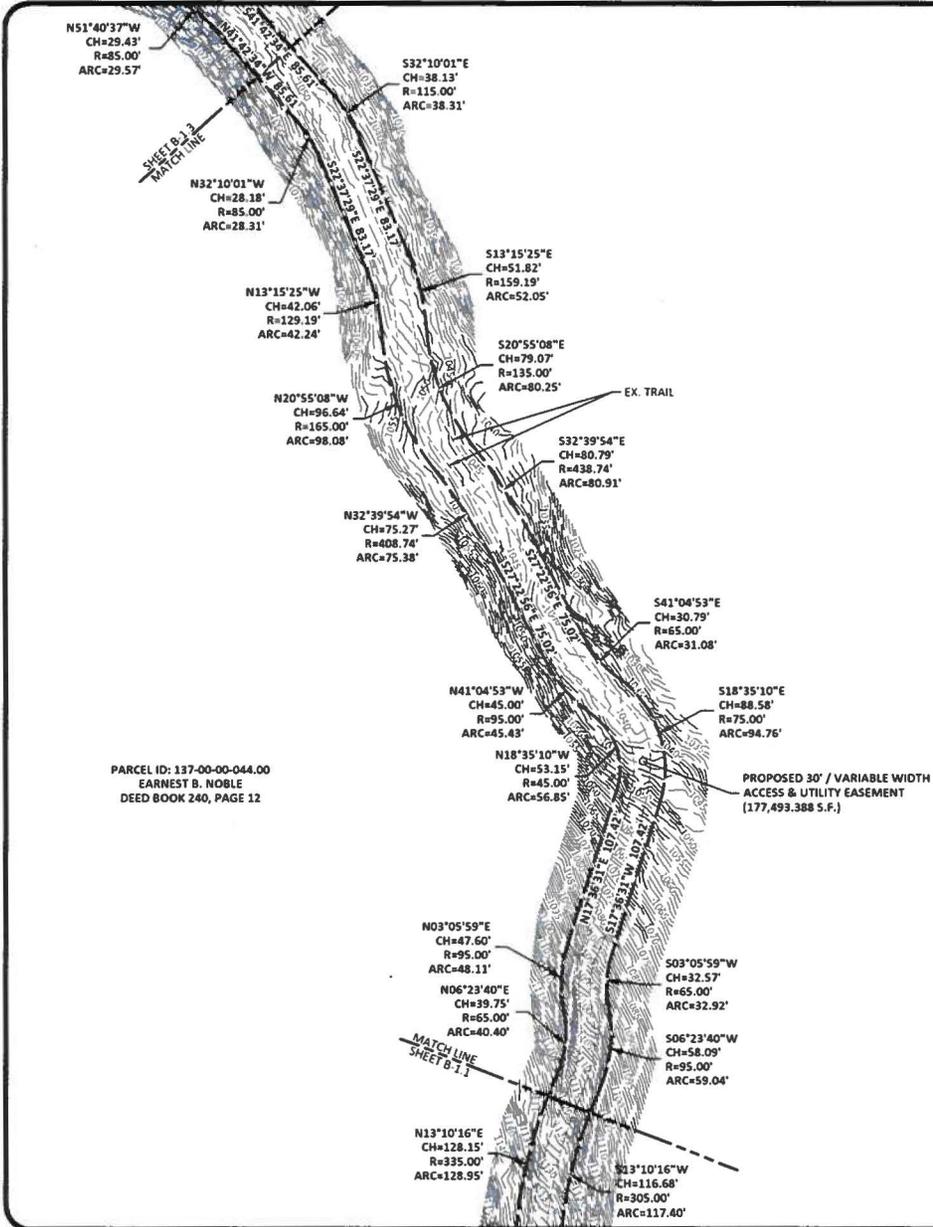
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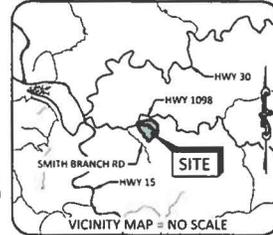
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SHEET NUMBER: (9 pages)
B-1.1



PARCEL ID: 137-00-00-044.00
EARNEST B. NOBLE
DEED BOOK 240, PAGE 12

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BASED ON KENTUCKY STATE PLANE
SINGLE ZONE AND DETERMINED BY
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MARCH 12, 2019



TEMPORARY BENCHMARK
NORTHING: 3724684.174
EASTING: 5632081.719
ELEVATION: 1185.02'
LOCATION: SET 60D NAIL
S42°08'E 380'± FROM THE
SOUTHEAST CORNER OF THE
PROPOSED LEASE AREA

FAA COORDINATE POINT
NAD 83
LATITUDE: 37°31'39.28"
LONGITUDE: 83°17'58.14"
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ELEVATION: 1333'± AMSL
NORTHING: 3725006.405
EASTING: 5631769.162

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Mark Patterson
MARK PATTERSON, PLS #3136

4/24/2019
DATE

PREPARED BY:
POD
POWER OF DESIGN
11400 BULLGRASS PARKWAY
LOUISVILLE, KY 40291
502.417.5272

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV	DATE	DESCRIPTION
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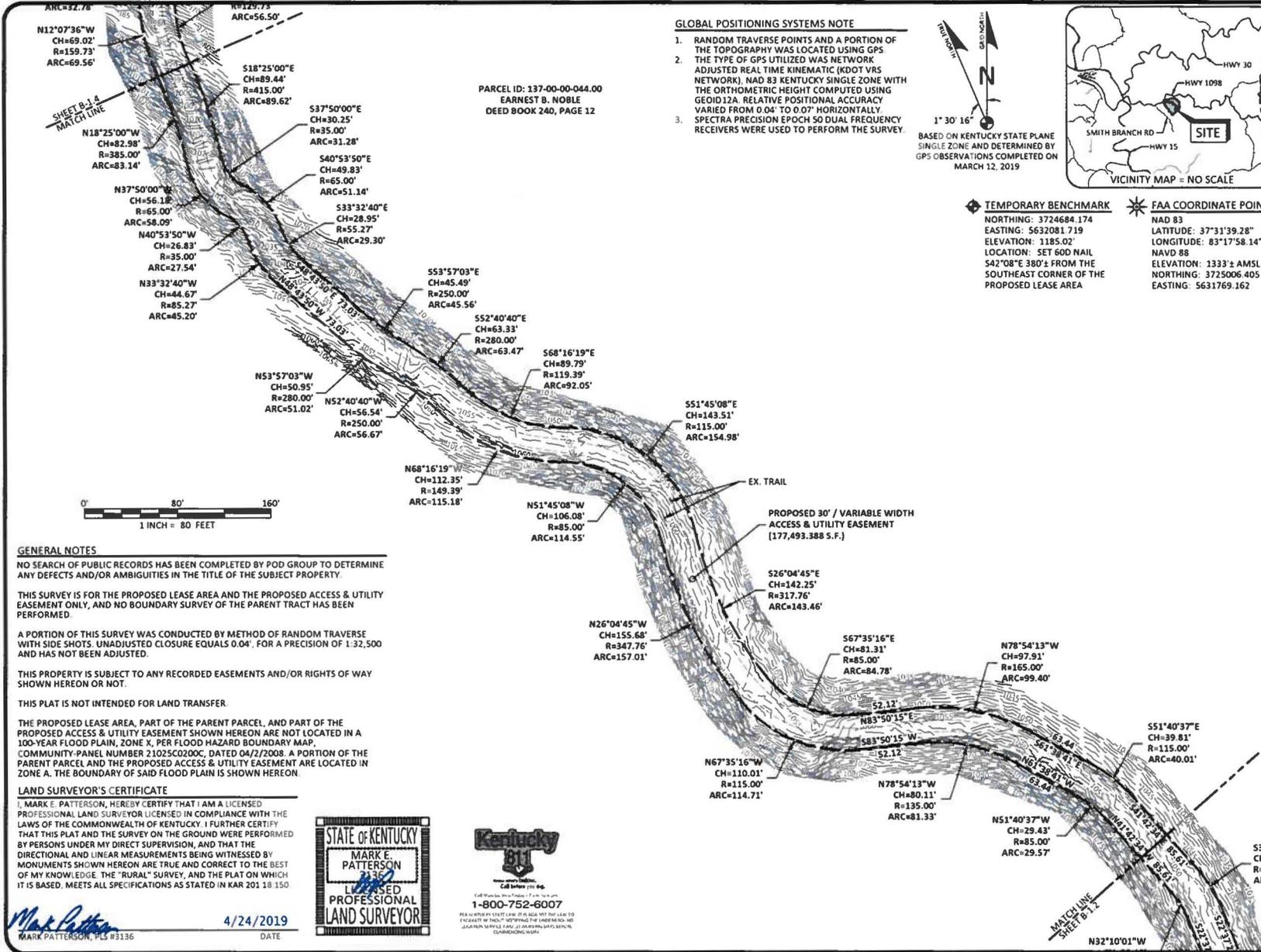
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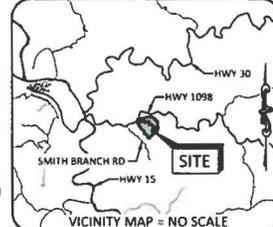
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SHEET NUMBER: (9 pages)
B-1.2



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 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

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 ELEVATION: 1333'± AMSL
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PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
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Mark Patterson
 MARK PATTERSON, PLS #3136
 DATE: 4/24/2019

PREPARED BY:

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 502.417.5272

PREPARED FOR:

 PREPARED FOR:

SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OK COMMENTS
0	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KY106081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

SHEET TITLE:
SITE SURVEY
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 PARENT PARCEL

SHEET NUMBER: (9 pages)
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GENERAL NOTES

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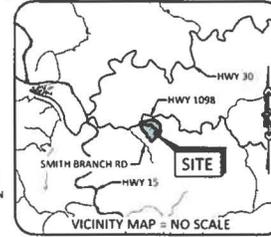
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GLOBAL POSITIONING SYSTEMS NOTE

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2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID 12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.07' HORIZONTALLY. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2019



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 NAIL
 542°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

PREPARED BY:

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PREPARED FOR:

SURVEY

REV	DATE	DESCRIPTION
A	03/27/19	PRELIM ISSUE w/TITLE
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0	04/22/19	ISSUED AS FINAL

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 BREATHITT COUNTY

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 137-00-00-044.00

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SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

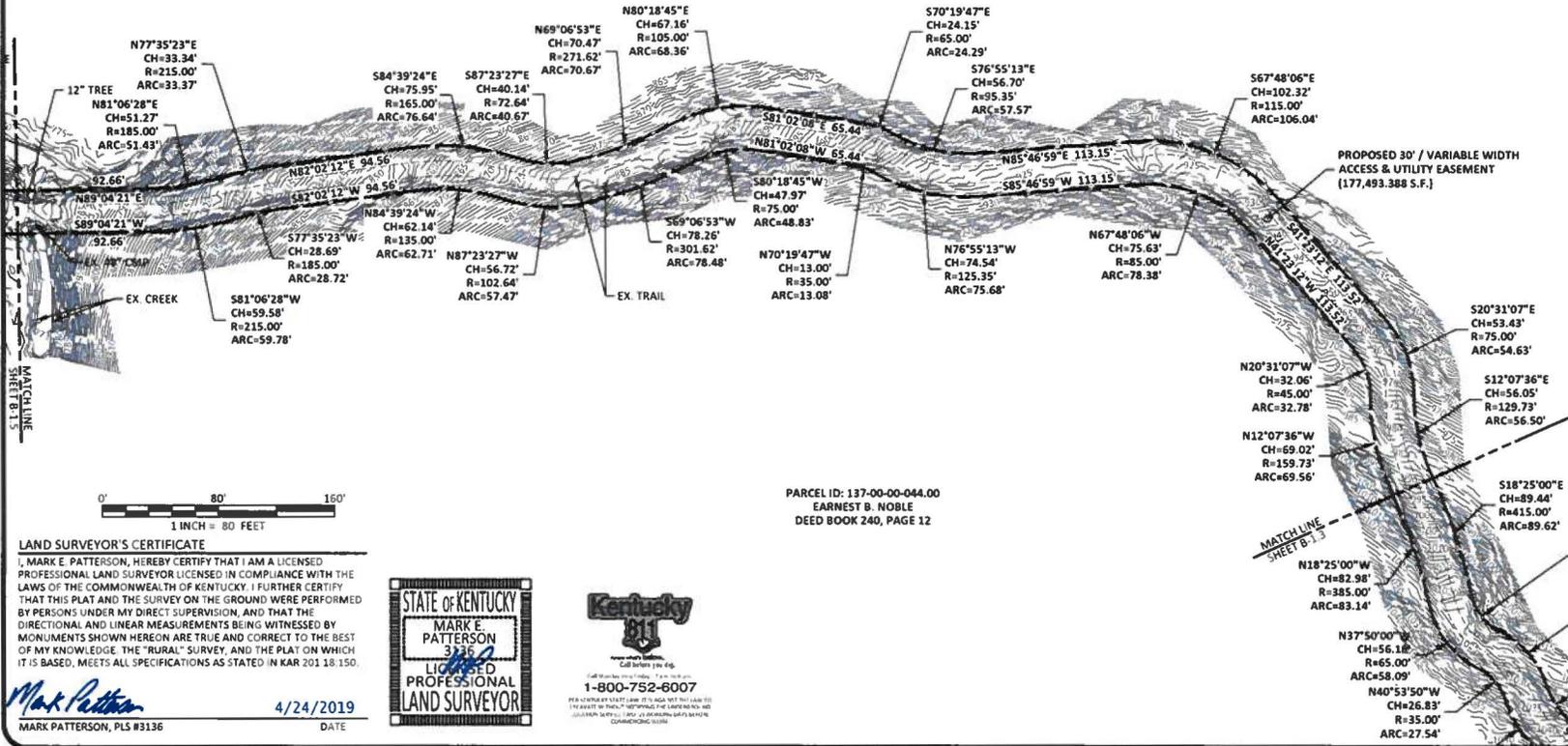
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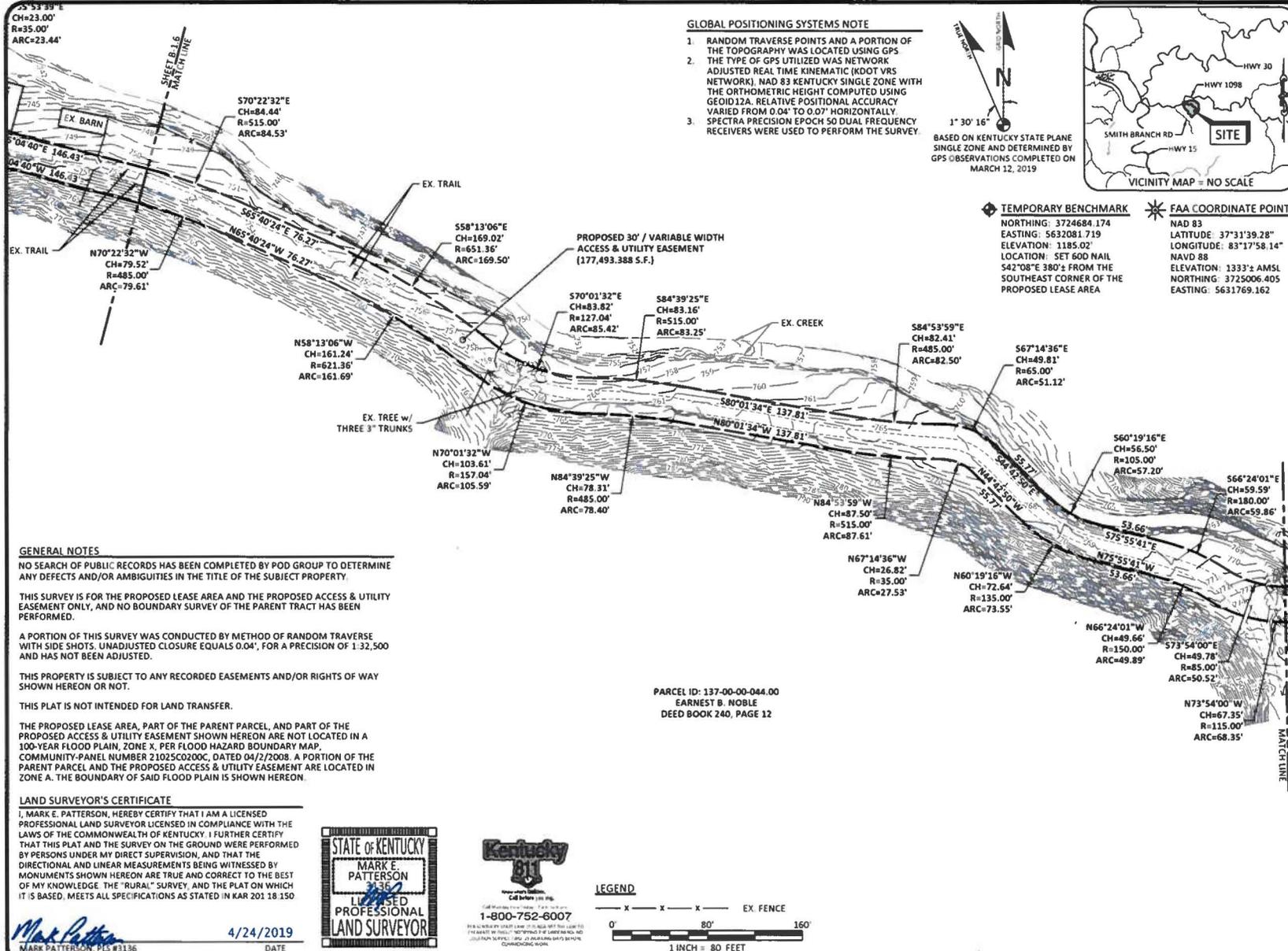
POD NUMBER:	19-32809
DRAWN BY:	CPM
CHECKED BY:	MEP
R SURVEY DATE:	03/12/19
P/AT DATE:	03/27/19

SHEET TITLE:
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SHEET NUMBER: (9 pages)

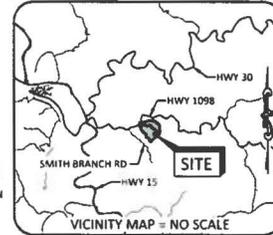
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- GLOBAL POSITIONING SYSTEMS NOTE**
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BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2019



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 NAVD 88
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Mark Patterson
 MARK PATTERSON, PLS #3136
 4/24/2019
 DATE



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MasTec

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SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	DLC COMMENTS
0	04.22.19	ISSUED AS FINAL

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 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER
 KY106081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

SHEET TITLE:
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 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (9 pages)
B-1.5

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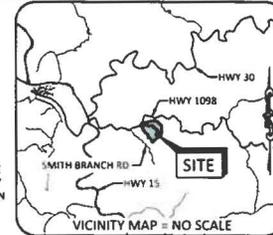
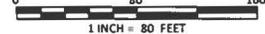
Mark Patterson
MARK PATTERSON, PLS #3136

4/24/2019
DATE



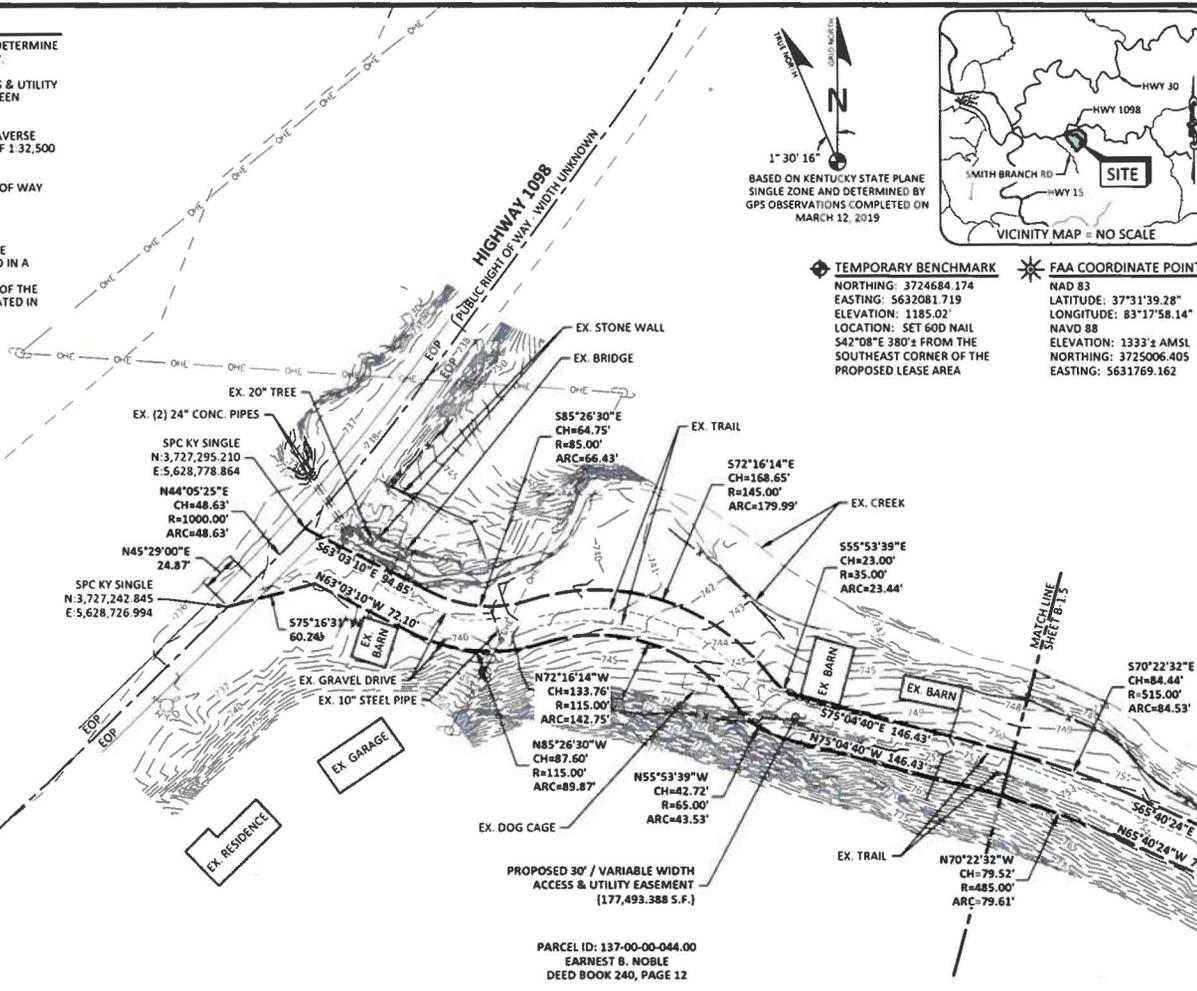
LEGEND

- EX. UTILITY POLE
- EX. GUY ANCHOR
- EX. FIRE HYDRANT
- EX. OVERHEAD ELECTRIC
- EX. FENCE
- ROAD CENTERLINE
- SPC STATE PLANE COORDINATE
- EOP EDGE OF PAVEMENT



TEMPORARY BENCHMARK
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 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 60D NAIL
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at&t

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE W/TITLE
B	04.18.19	OLC COMMENTS
0	04.22.19	ISSUED AS FINAL

SITE INFORMATION
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044-00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

SHEET TITLE
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SHEET NUMBER: (9 pages)

B-1.6

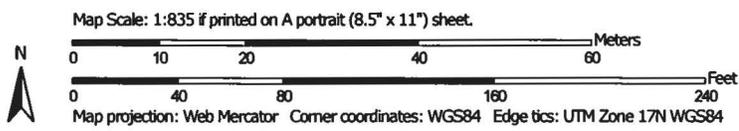
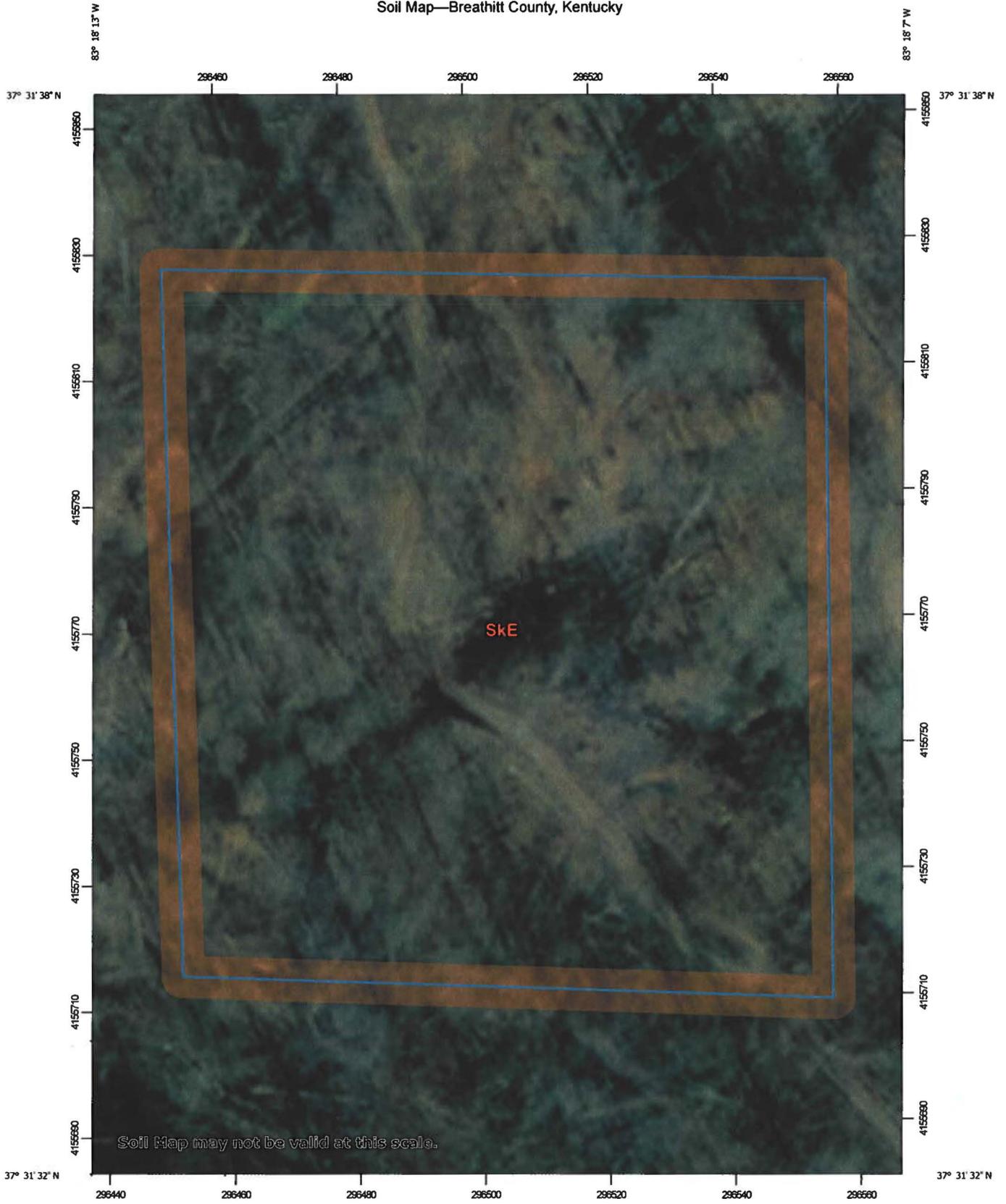




APPENDIX B

Soil Survey and Soil Descriptions

Soil Map—Breathitt County, Kentucky



Soil Map—Breathitt County, Kentucky

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Breathitt County, Kentucky
 Survey Area Data: Version 14, Sep 12, 2018

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

Date(s) aerial images were photographed: Oct 9, 2016—Oct 26, 2017

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
SkE	Shelocta-Gilpin-Kimper complex, 20 to 70 percent slopes	2.9	100.0%
Totals for Area of Interest		2.9	100.0%

Map Unit Description

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

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

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

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

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

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

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

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

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

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

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

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

Report—Map Unit Description

Breathitt County, Kentucky

SkE—Shelocta-Gilpin-Kimper complex, 20 to 70 percent slopes

Map Unit Setting

National map unit symbol: lgp3



Map Unit Description—Breathitt County, Kentucky

Elevation: 700 to 1,600 feet
Mean annual precipitation: 37 to 52 inches
Mean annual air temperature: 42 to 68 degrees F
Frost-free period: 175 to 222 days
Farmland classification: Not prime farmland

Map Unit Composition

Shelocta and similar soils: 40 percent
Gilpin and similar soils: 25 percent
Kimper and similar soils: 15 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Shelocta

Setting

Landform: Mountain slopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Fine-silty colluvium derived from shale and siltstone over residuum

Typical profile

H1 - 0 to 7 inches: channery loam
H2 - 7 to 47 inches: channery silt loam
H3 - 47 to 60 inches: channery silty clay loam

Properties and qualities

Slope: 20 to 70 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Moderate (about 8.5 inches)

Interpretive groups

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

Description of Gilpin

Setting

Landform: Mountain slopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainflank

Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Fine-silty residuum weathered from shale and siltstone

Typical profile

H1 - 0 to 4 inches: silt loam
H2 - 4 to 9 inches: silt loam
H3 - 9 to 33 inches: silty clay loam
R - 33 to 43 inches: unweathered bedrock

Properties and qualities

Slope: 20 to 70 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Well drained
Runoff class: Very high
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.57 to 1.98 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 3.7 inches)

Interpretive groups

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

Description of Kimper

Setting

Landform: Mountain slopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Mountainflank
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy colluvium derived from sedimentary rock

Typical profile

H1 - 0 to 9 inches: loam
H2 - 9 to 50 inches: channery silt loam
H3 - 50 to 65 inches: channery silt loam

Properties and qualities

Slope: 20 to 70 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat):
Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

Available water storage in profile: High (about 9.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 7e

Hydrologic Soil Group: A

Hydric soil rating: No

Minor Components

Other soils

Percent of map unit: 6 percent

Hydric soil rating: No

Allegheny

Percent of map unit: 3 percent

Hydric soil rating: No

Dekalb

Percent of map unit: 3 percent

Hydric soil rating: No

Latham

Percent of map unit: 3 percent

Hydric soil rating: No

Marrowbone

Percent of map unit: 3 percent

Hydric soil rating: No

Rock outcrop

Percent of map unit: 2 percent

Hydric soil rating: No

Data Source Information

Soil Survey Area: Breathitt County, Kentucky

Survey Area Data: Version 14, Sep 12, 2018

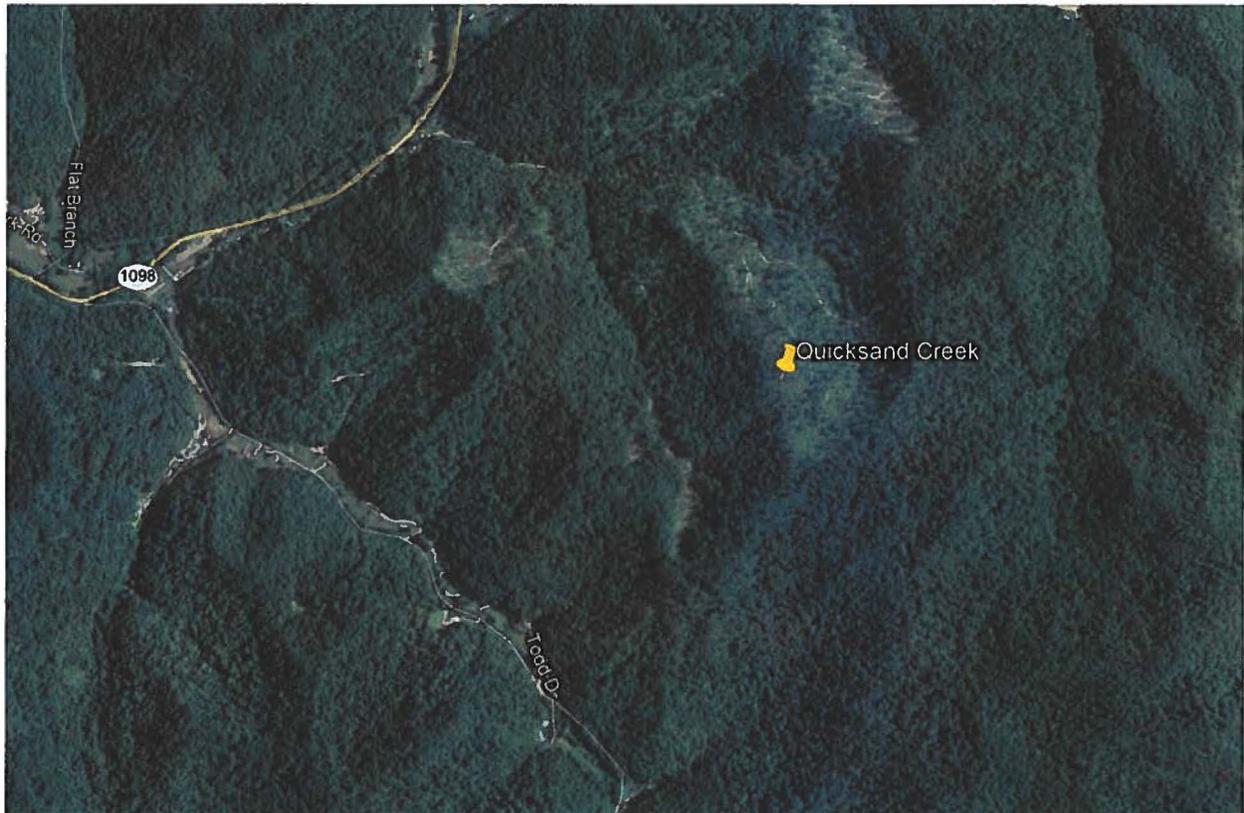
EXHIBIT H
DIRECTIONS TO WCF SITE

Driving Directions to Proposed Tower Site

1. Beginning at 1137 Main Street, Jackson, KY 41339, head southwest on Main Street toward Court Street and travel approximately 0.1 miles.
2. Turn left onto Broadway Street and travel approximately 0.4 miles.
3. Continue onto Old Quicksand Road and travel approximately 0.4 miles.
4. Continue onto Quicksand Road and travel approximately 1.2 miles.
5. Continue onto Old Quicksand Road and travel approximately 0.3 miles.
6. Continue onto Quicksand Road and travel approximately 1.1 miles.
7. Continue onto KY-1098 E and travel approximately 2.6 miles. The site is on the right.

The site coordinates are:

- a. North 37 deg 31 min 39.28 sec
- b. West 83 deg 17 min 58.14 sec



Prepared by:
Chris Shouse
Pike Legal Group
1578 Highway 44 East, Suite 6
P.O. Box 396
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293

EXHIBIT I
COPY OF REAL ESTATE AGREEMENT

Market: Lexington
Cell Site Number: KYL06081
Cell Site Name: Quicksand Creek
Search Ring Name: Quicksand Creek
Fixed Asset Number: 13800701

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Ernest Brian Noble, a single man, having a mailing address of 2570 Hwy 1098, Jackson, KY 41339 (“**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 2630 Hwy 1098, Jackson KY 41339, County of Breathitt, State of Kentucky (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within sixty (60) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional [REDACTED] no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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

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

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

3. **TERM.**

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

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

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

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

4. **RENT.**

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

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

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

5. **APPROVALS.**

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

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

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

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

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

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

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

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

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

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

8. **INTERFERENCE.**

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

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

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

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

9. **INDEMNIFICATION.**

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

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees,

invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

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

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

or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

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

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

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, ██████████ 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 will maintain and repair the Property and access thereto and all

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

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

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

15. DEFAULT AND RIGHT TO CURE.

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

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

cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

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

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

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: KYL06081; Cell Site Name: Quicksand Creek (KY)
 Fixed Asset #: 13800701
 575 Morosgo Drive
 Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: KYL06081; Cell Site Name: Quicksand Creek (KY)
 Fixed Asset #: 13800701
 208 S. Akard Street
 Dallas, TX 75202-4206

If to Landlord: Ernest Brian Noble
 2570 Hwy 1098
 Jackson, KY 41339

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

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities

on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

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

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

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

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the

Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

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

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

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

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

22. SALE OF PROPERTY.

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

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

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

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

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

24. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

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

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

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

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

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

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

[SIGNATURES APPEAR ON NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 11

to the Option and Land Lease Agreement dated June 17, 2018⁹, by and between Ernest Brian Noble, a single man, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Book 240, Page 12

TRACT NO. 1

Beginning at the mouth of Bear Branch, where it empties into South Fork of Quicksand Creek; thence running up the said South Fork and with its meanders for about 125 yards to the Kentucky Union Company's line; thence running with their line up the point and continuing with their line to a beech tree, one of their corners, marked "J.C."; thence running N 80 W for 30 poles to a dogwood tree; thence running N 16 W for 50 poles to a gum tree on the point; thence running N 85 W for 44 poles to a stake; thence running S 12 W for 6 poles to a hickory tree and the seventh corner to a survey made in the name of Daniel P. Jones, the 11th day of November 1857; thence running S 2 W for 105 poles to a beech tree; thence running S 33 E for 63 poles to a sugar tree and maple tree; thence running S 86 to a chestnut tree and a chestnut oak tree; thence running N 12 W for 24 poles to two chestnut oak trees; thence running N 61 W for 37 poles to a hickory tree; thence running N 7 W for 24 poles to two chestnut oak trees, a corner of a former survey made in 1852; thence running N 75 W for 28 poles to a dogwood tree; thence running N 30 W for 28 poles to a stake; thence running N 26 E for 4 poles to a rock; thence running N 35 W for 6 poles to a stake and the edge of said South Fork; thence running up the creek as it meanders back to the beginning point.

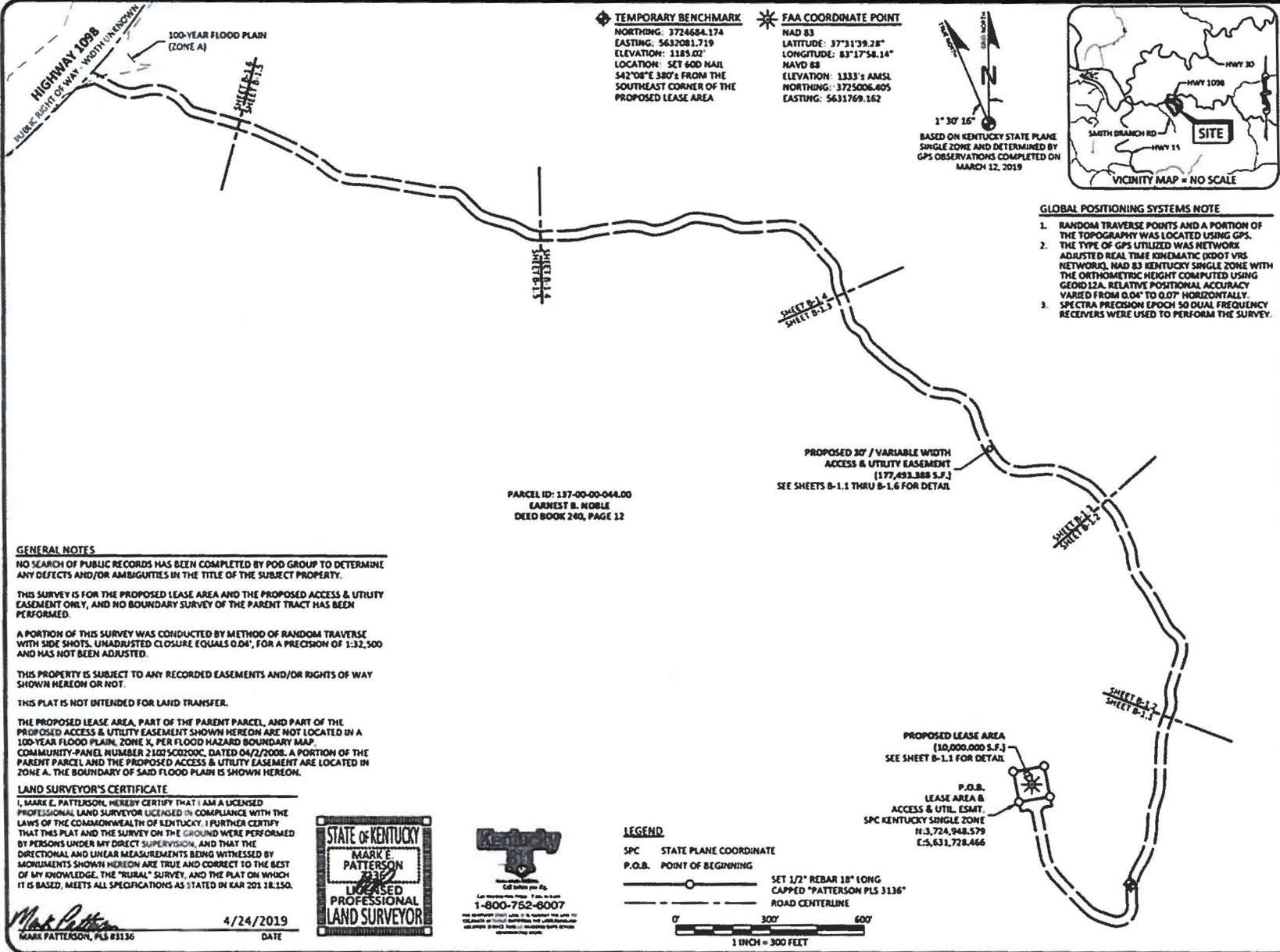
TRACT NO. II

Beginning at a beech tree standing on the south side of South Fork, about half-way up the hill, near a spring and a haul road, being a corner of the Biddie Davidson farm; thence running in a straight line to the point to a rock marked "X"; thence running up the point to a chestnut oak tree on a high knob to Sewell Fugate's line; thence running with Sewell Fugate's line up Bear Branch to Biddie Davidson's line; thence running with Biddie Davidson's line back to the beginning point.

TRACT NO. III

Beginning at the corner of what is known as the Alfred Vanita line (now Harlan Hensley's line); on top of the ridge between Bear Branch and South Fork of Quicksand Creek; thence continuing with the top of the ridge around the head of Bear Branch to Earnest Noble's line; thence running down the hill with the said Noble's line and continuing with the said Noble's line to Harlan Hensley's line; thence running with the said Hensley's line back to the place of beginning, so as to include all of the land formerly owned by Sewell B. Williams and Grace Williams, his wife, on the waters of Bear Branch.

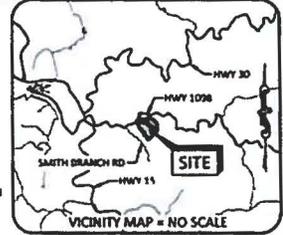
The Premises are described and/or depicted as follows:



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02
 LOCATION: SET 600 NAIL
 542°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 83
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

1" 30' 16"
 BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019



GLOBAL POSITIONING SYSTEMS NOTE

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

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND 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 0.04", FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.

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

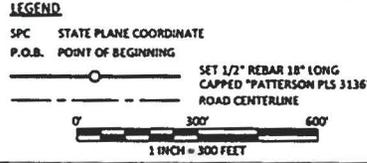
THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PROPOSED LEASE AREA, PART OF THE PARENT PARCEL, AND PART OF THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2302500200C, DATED 04/22/2008. A PORTION OF THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT ARE LOCATED IN ZONE A. THE BOUNDARY OF SAID FLOOD PLAIN IS SHOWN HEREON.

LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THE "TRIAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18.150.

Mark E. Patterson
 MARK PATTERSON, PLS #3136
 4/24/2019
 DATE



PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 602-437-6232

PREPARED FOR:
MasTec

PREPARED FOR:

SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CILC COMMENTS
C	04.27.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYL06081

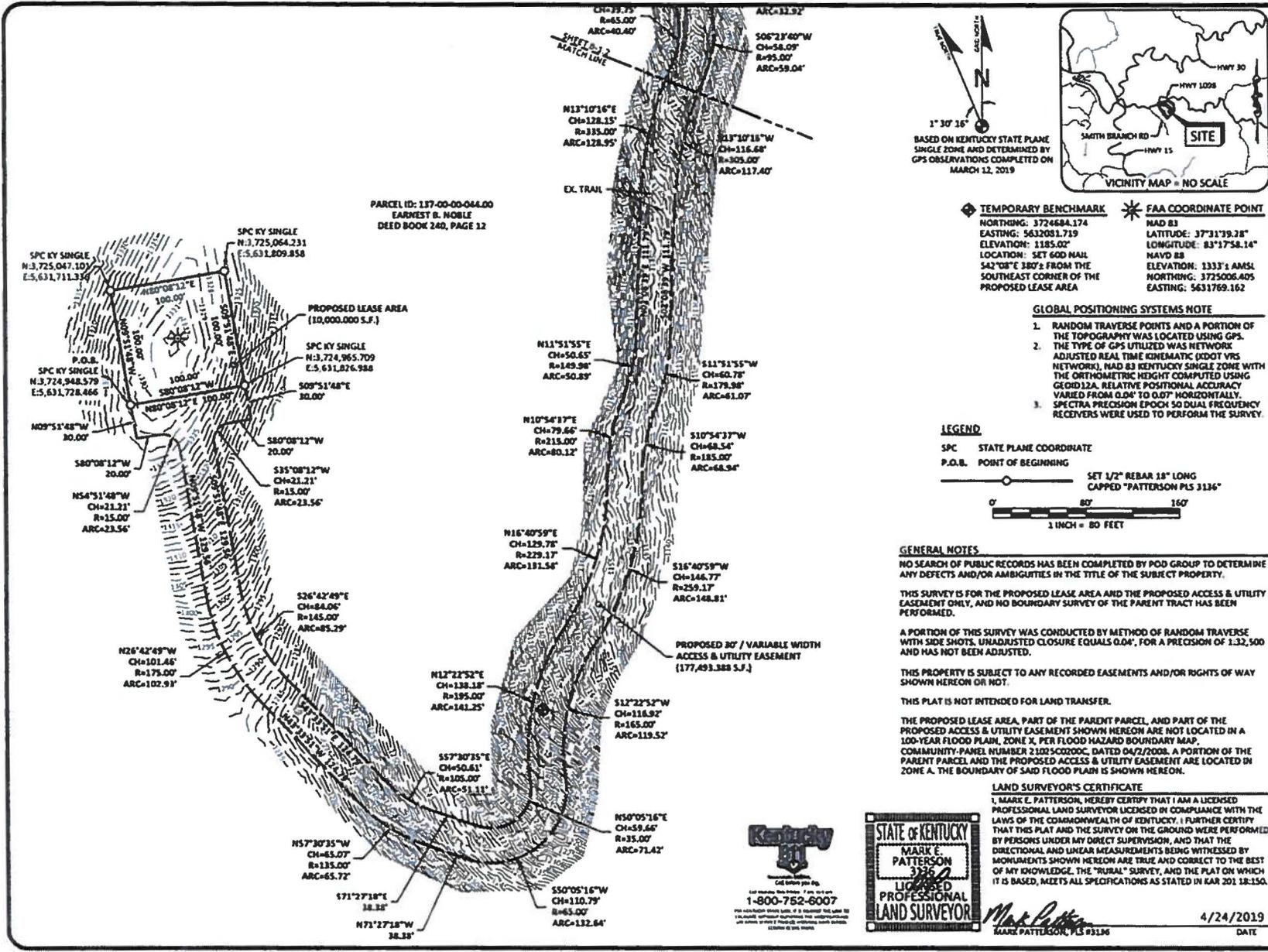
POD NUMBER: 19-32809
DRAWN BY: CPA
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)

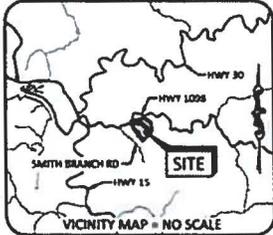
B-1

Ernest B. Noble 6-1-19



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

1" 30' 16"
 BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632001.719
 ELEVATION: 1185.02'
 LOCATION: SET 60D NAIL
 S42°08'E 380'S FROM THE
 SOUTHEAST CORNER OF THE
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 EASTING: 5631769.162

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1. RANDOM TRAVERSE POINTS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (RODAS NETWORK), MAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04" TO 0.17" HORIZONTALLY.
2. SPECTRA PRECISION EPOCH 50 DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

LEGEND

SPC STATE PLANE COORDINATE
 P.O.B. POINT OF BEGINNING

SET 1/2" REBAR 18" LONG
 CAPPED "PATTERSON PLS 3136"

0' 80' 160'
 1 INCH = 80 FEET

GENERAL NOTES

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Mark E. Patterson
 MARK PATTERSON, PLS #3136

4/24/2019
 DATE



1-800-752-6007

PREPARED BY:
POD
 POWER OF DESIGN
 11900 BURGESS PARKWAY
 LOUISVILLE, KY 40279
 502-437-4323

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/ TITLE
B	04.18.19	CLC COMMENTS
O	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2530 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

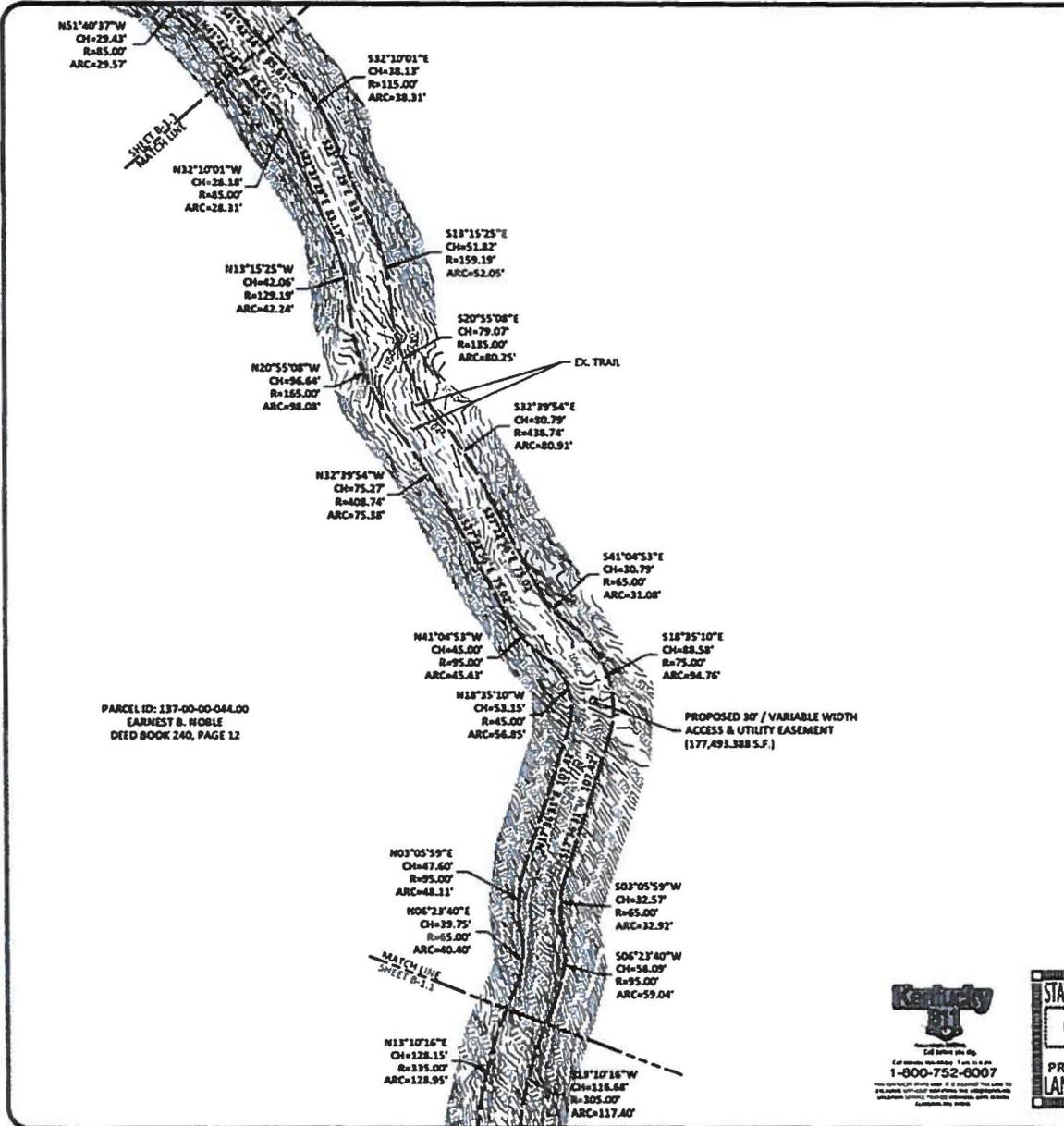
SITE NUMBER:
 KYLO6081

POD NUMBER: 19-32809
 DRAWN BY: CP#8
 CHECKED BY: M#P
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

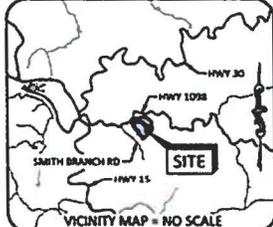
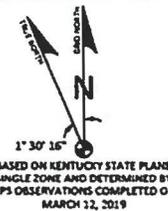
SHEET TITLE:
SITE SURVEY
 THIS DOES NOT REPRESENT A
 BOUNDARY SURVEY OF THE
 PARENT PARCEL

SHEET NUMBER: (9 pages)
B-1.1

Ernest B. Noble 6-1-19



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 MAIL
 542°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

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 AND THE PROPOSED 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 0.04", FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PROPOSED LEASE AREA, PART OF THE PARENT PARCEL, AND PART OF THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2102SC0200C, DATED 04/2/2008. A PORTION OF THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT ARE LOCATED IN ZONE A. THE BOUNDARY OF SAID FLOOD PLAIN IS SHOWN HEREON.

LAND SURVEYOR'S CERTIFICATE

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



4/24/2019
 DATE

PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUE GRASS PARKWAY
 LOUISVILLE, KY 40299
 502-437-8233

PREPARED FOR:
MasTec

PREPARED FOR:

SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLE COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHTITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1028
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

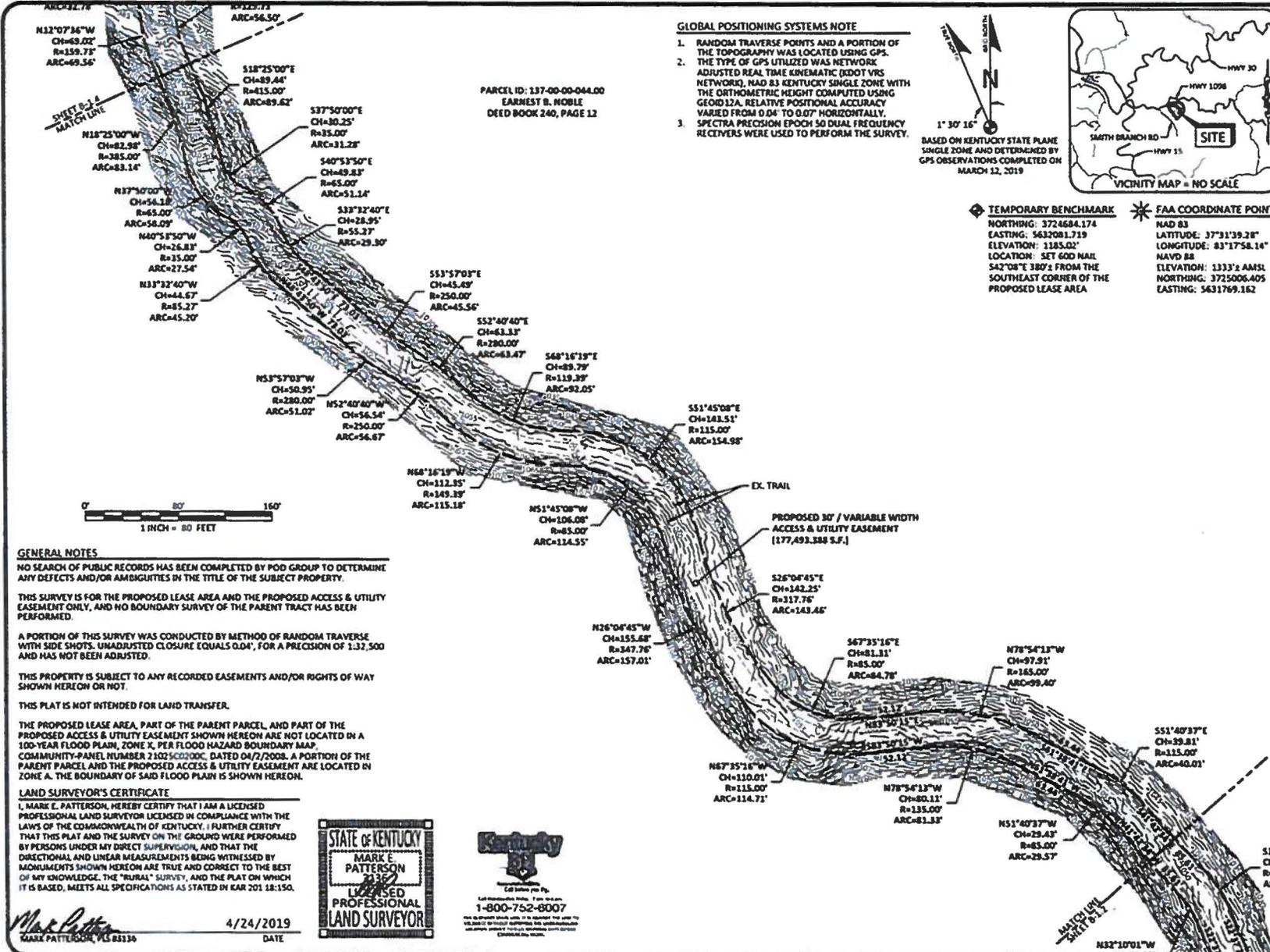
SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
DRAWN BY: CPW
CHECKED BY: NEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.2

Ernest B. Noble 6-1-19

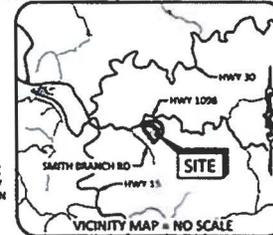


GLOBAL POSITIONING SYSTEMS NOTE

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 (KODOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID 12A. 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.

1" 30' 16"

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2019



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 MAIL 542°08'E 380± FROM THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.38"
 LONGITUDE: 83°17'58.11"
 NAVD 88
 ELEVATION: 1333± AMSL
 NORTHING: 3725005.405
 EASTING: 5631769.162

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND 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 0.04', FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PROPOSED LEASE AREA, PART OF THE PARENT PARCEL AND PART OF THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 2102300000, DATED 04/2/2008. A PORTION OF THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT ARE LOCATED IN ZONE A. THE BOUNDARY OF SAID FLOOD PLAIN IS SHOWN HEREON.

LAND SURVEYOR'S CERTIFICATE

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

Mark E. Patterson
 MARK PATTERSON, PLS 03130
 4/24/2019
 DATE



PREPARED BY: **POD**
 POWER OF DESIGN
 11490 HILLBRIAR PARKWAY
 LOUISVILLE, KY 40299
 502-437-4257

PREPARED FOR: **MasTec**

PREPARED FOR: **at&t**

SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHTHTY COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32609
 DRAWN BY: CPM
 CHECKED BY: MRP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.3

Ernest B. Noble 6-1-19

GENERAL NOTES

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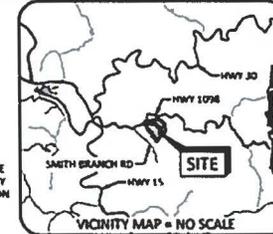
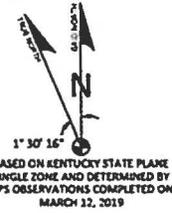
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

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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), HAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GLOID12A. 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.



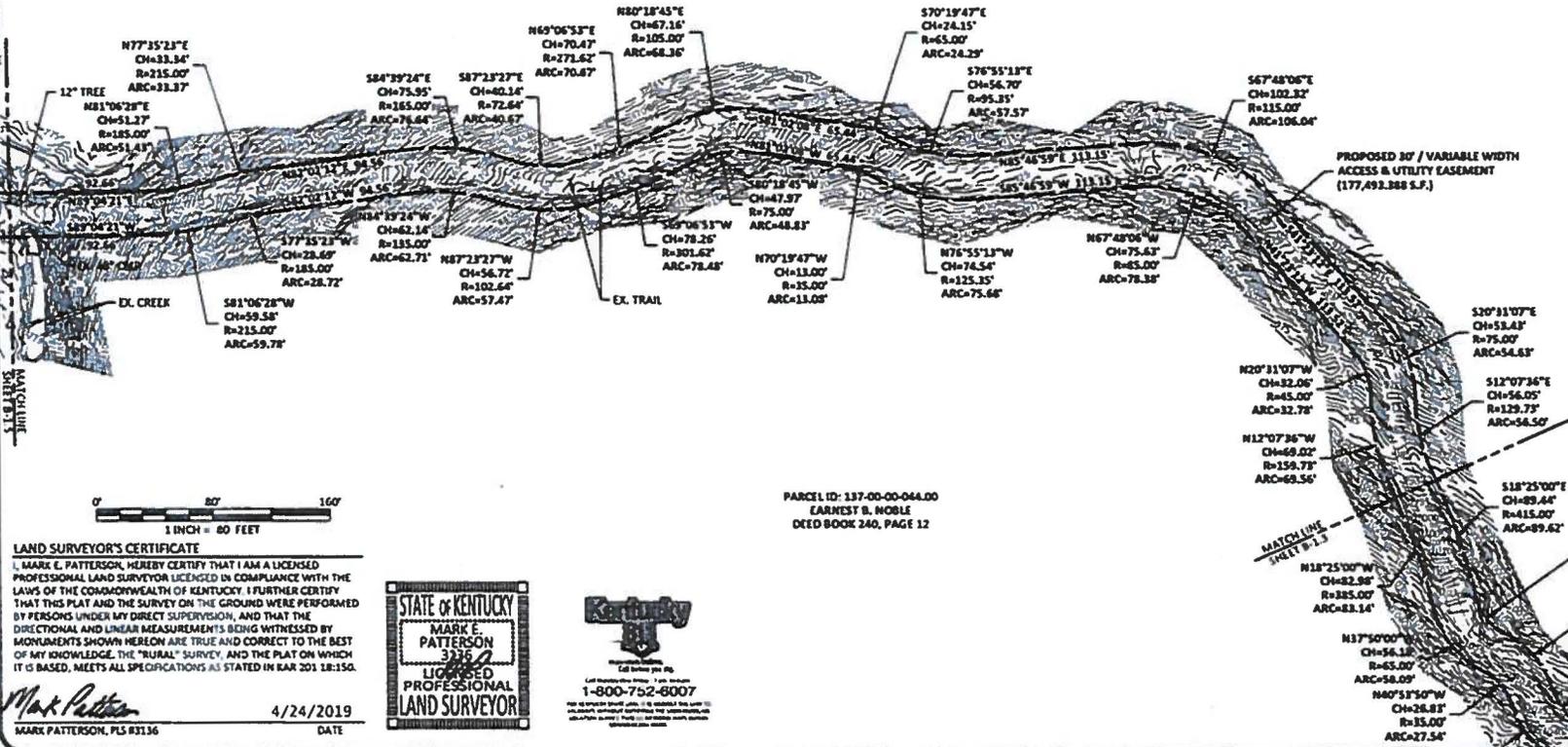
PREPARED BY:
POD
 POWER OF DESIGN
 11490 BELLEGLAIS PARKWAY
 LOUISVILLE, KY 40299
 502-437-6262

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

◆ **TEMPORARY BENCHMARK**
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 NAIL
 S42°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

✳ **FAA COORDINATE POINT**
 MAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162



SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1078
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1078
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KY106081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEF
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.4

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 "TRIAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18-150.

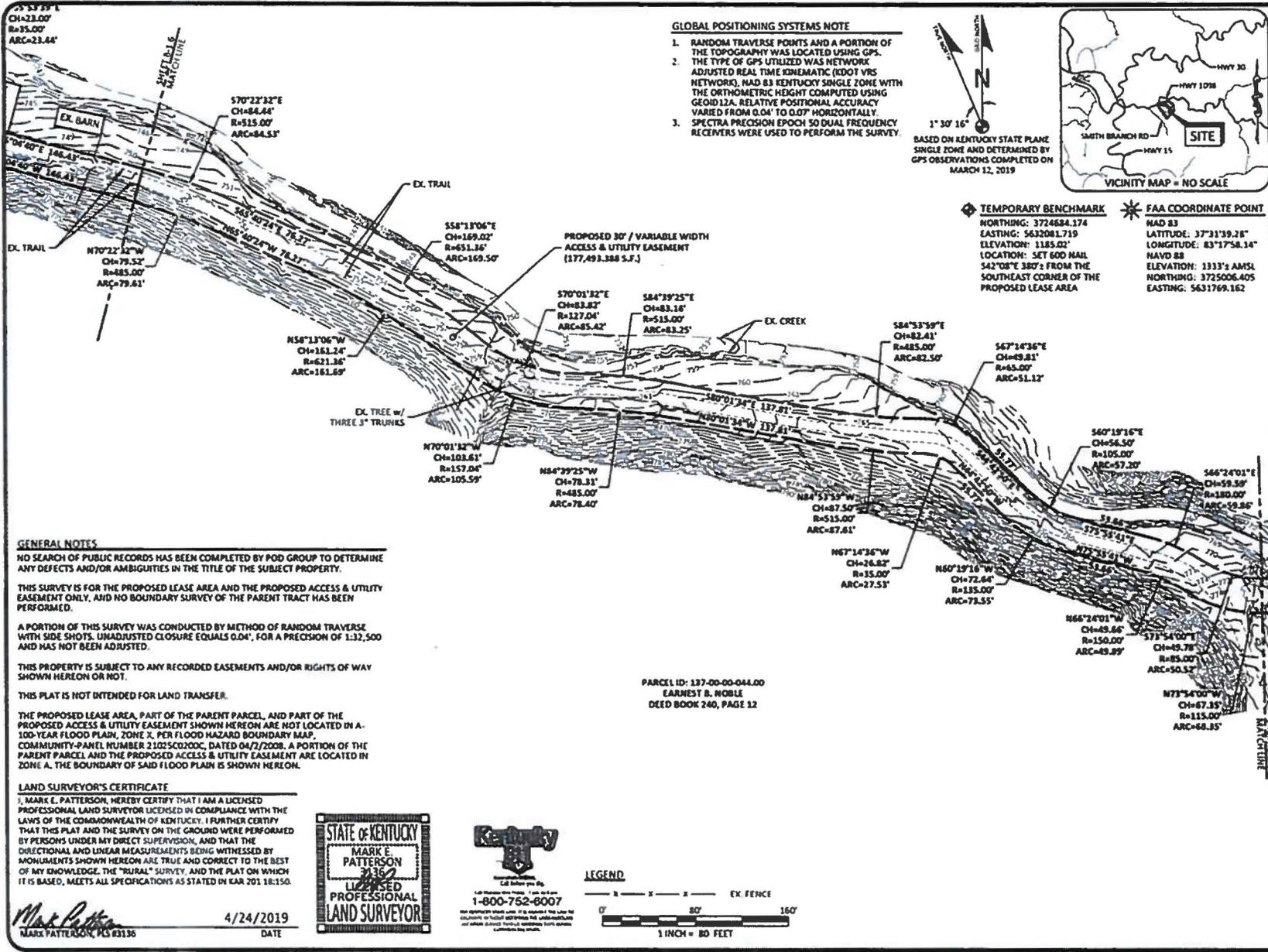


1-800-752-8007

Mark Patterson
 MARK PATTERSON, PLS 83136
 4/24/2019
 DATE

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

Ernest B. Noble 6-1-19



PREPARED BY:
POD
 POWER OF DESIGN
 1190 DILLONDALE PARKWAY
 LOUISVILLE, KY 40298
 502-497-4252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CKC COMMENTS
D	04.22.19	ISSUE D AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 3058
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLDG081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MRP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.5

Ernest B. Noble 6-1-19

GENERAL NOTES

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GLOBAL POSITIONING SYSTEMS NOTE

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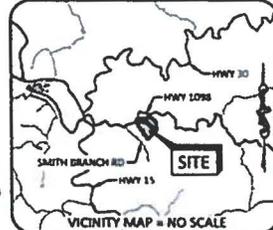
Mark Patterson
MARK PATTERSON, PLS 83136

4/24/2019
DATE



LEGEND

- EX. UTILITY POLE
- EX. GUY ANCHOR
- EX. FIRE HYDRANT
- EX. OVERHEAD ELECTRIC
- EX. FENCE
- ROAD CENTERLINE
- SPC STATE PLANE COORDINATE
- EOP EDGE OF PAVEMENT



TEMPORARY BENCHMARK
NORTHING: 3724684.174
EASTING: 5632081.719
ELEVATION: 1185.00'
LOCATION: SET 600 NAIL 542'08"E 380'S FROM THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA

FAA COORDINATE POINT
NAD 83
LATITUDE: 37°31'39.28"
LONGITUDE: 83°17'58.14"
NAVD 83
ELEVATION: 1333'S AMSL
NORTHING: 3725006.405
EASTING: 5631769.162

PREPARED BY:
POD
POWER OF DESIGN
11400 BILKUPASS PARKWAY
LOUISVILLE, KY 40299
502-437-5133

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/ TITLE
B	04.18.19	CLC COMMENTS
C	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
2630 HIGHWAY 1098
JACKSON, KY 41339
BREATHITT COUNTY

TAX PARCEL NUMBER:
137-00-00-044.00

PROPERTY OWNER:
EARNEST B. NOBLE
2570 HIGHWAY 1098
JACKSON, KY 41339

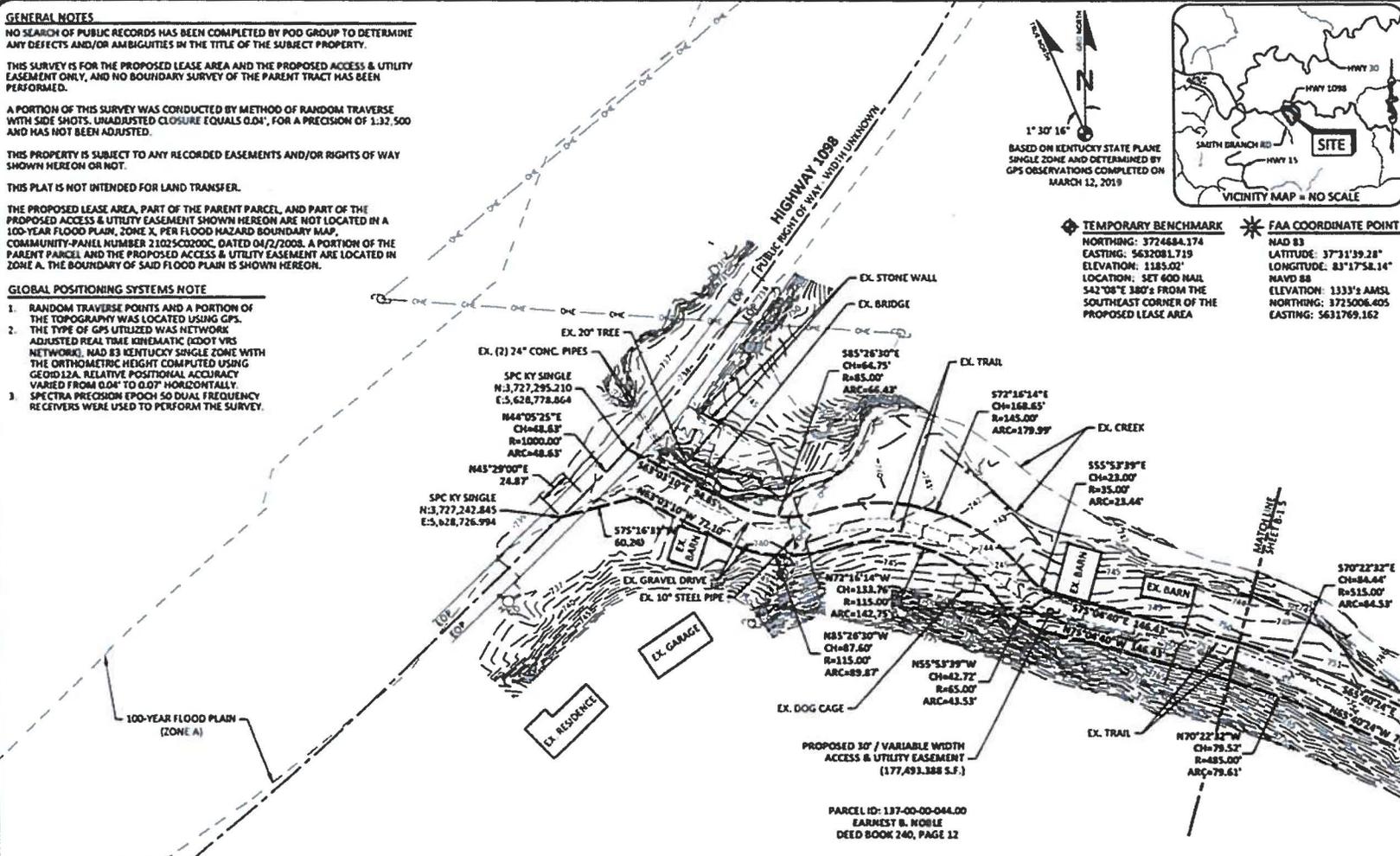
SOURCE OF TITLE:
DEED BOOK 240, PAGE 12

SITE NUMBER:
KY06081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MRP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.6



PARCEL ID: 137-00-00-044.00
EARNEST B. NOBLE
DEED BOOK 240, PAGE 12

Earnest B. Noble 6-1-19

PROPOSED LEASE AREA

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO EARNEST B. NOBLE AS RECORDED IN DEED BOOK 240, PAGE 12, PARCEL ID: 137-00-00-044.00, IN THE OFFICE OF THE COUNTY CLERK OF BREATHTT COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, MAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N.3,724,948.579, E.5,631,728.466; THENCE N09°51'48" W 100.00' TO A "SET IPC"; THENCE N80°01'12" E 100.00' TO A "SET IPC", HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N.3,725,064.231, E.5,631,809.858; THENCE S09°51'48" E 100.00'; THENCE S80°08'12" W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.00 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2019.

PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' / VARIABLE WIDTH ACCESS & UTILITY EASEMENT TO BE GRANTED ON THE PROPERTY CONVEYED TO EARNEST B. NOBLE AS RECORDED IN DEED BOOK 240, PAGE 12, PARCEL ID: 137-00-00-044.00, IN THE OFFICE OF THE COUNTY CLERK OF BREATHTT COUNTY, KENTUCKY, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, MAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON MARCH 12, 2019.

BEGINNING AT A SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC", IN THE SOUTHWEST CORNER OF THE PROPOSED LEASE AREA, SAID REBAR HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N.3,724,948.579, E.5,631,728.466; THENCE N09°51'48" W 100.00' TO A "SET IPC"; THENCE N80°01'12" E 100.00' TO A "SET IPC", HAVING A KENTUCKY STATE PLANE SINGLE ZONE COORDINATE OF N.3,725,064.231, E.5,631,809.858; THENCE S09°51'48" E 100.00'; THENCE S80°08'12" W 100.00' TO THE POINT OF BEGINNING CONTAINING 10,000.00 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2019.

LEGAL DESCRIPTIONS

CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 179.99', A RADIUS OF 145.00', WITH A CHORD BEARING OF 572°18'14"E AND A CHORD LENGTH OF 168.85'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 23.44', A RADIUS OF 35.00', WITH A CHORD BEARING OF 555°53'39"E AND A CHORD LENGTH OF 23.00'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 76.64', A RADIUS OF 84.53', A RADIUS OF 515.00', WITH A CHORD BEARING OF 570°22'32"E AND A CHORD LENGTH OF 84.44'; THENCE S65°40'24"E 76.37'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 189.50', A RADIUS OF 851.36', WITH A CHORD BEARING OF 554°13'08"E AND A CHORD LENGTH OF 169.00'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 85.42', A RADIUS OF 127.04'; THENCE WITH A CHORD BEARING OF 570°01'37"E AND A CHORD LENGTH OF 83.82'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 83.25', A RADIUS OF 515.00', WITH A CHORD BEARING OF 584°39'25"E AND A CHORD LENGTH OF 83.16'; THENCE S80°01'34"E 137.81'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 82.50', A RADIUS OF 485.00', WITH A CHORD BEARING OF 584°53'59"E AND A CHORD LENGTH OF 82.41'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 51.12', A RADIUS OF 65.00', WITH A CHORD BEARING OF 567°14'47"E AND A CHORD LENGTH OF 49.81'; THENCE S44°42'56"E 55.77'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 57.20', A RADIUS OF 105.00', WITH A CHORD BEARING OF 560°19'16"E AND A CHORD LENGTH OF 56.50'; THENCE S75°55'41"E 53.66'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 59.86', A RADIUS OF 180.00', WITH A CHORD BEARING OF 566°24'01"E AND A CHORD LENGTH OF 59.59'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 50.32', A RADIUS OF 85.00', WITH A CHORD BEARING OF 573°54'00"E AND A CHORD LENGTH OF 49.78'; THENCE N89°04'11"E 91.95'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 51.43', A RADIUS OF 185.00', WITH A CHORD BEARING OF 881°06'28"E AND A CHORD LENGTH OF 51.27'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 113.37', A RADIUS OF 215.00', WITH A CHORD BEARING OF N77°35'23"E AND A CHORD LENGTH OF 113.34'; THENCE N82°00'12"E 84.54'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 76.64', A RADIUS OF 165.00', WITH A CHORD BEARING OF 584°39'24"E AND A CHORD LENGTH OF 75.95'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 40.67', A RADIUS OF 72.78', WITH A CHORD BEARING OF 527°23'27"E AND A CHORD LENGTH OF 40.34'; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 70.87', A RADIUS OF 271.82', WITH A CHORD BEARING OF N89°06'33"E AND A CHORD LENGTH OF 169.58'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 57.57', A RADIUS OF 95.35', WITH A CHORD BEARING OF 578°53'13"E AND A CHORD LENGTH OF 56.70'; THENCE WITH A CHORD BEARING OF N11°51'51"E AND A CHORD LENGTH OF 50.65'; THENCE WITH A CHORD BEARING OF 115.00', WITH A CHORD BEARING OF 567°40'46"E AND A CHORD LENGTH OF 102.32'; THENCE S41°2'31"E 113.52'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 54.33', A RADIUS OF 75.00', WITH A CHORD BEARING OF 520°10'10"E AND A CHORD LENGTH OF 53.43'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 56.30', A RADIUS OF 129.73', WITH A CHORD BEARING OF 532°17'34"E AND A CHORD LENGTH OF 56.00'; THENCE WITH A CHORD BEARING OF 518°25'00"E AND A CHORD LENGTH OF 89.84'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 31.28', A RADIUS OF 35.00', WITH A CHORD BEARING OF 537°50'00"E AND A CHORD LENGTH OF 30.25'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 51.44', A RADIUS OF 65.00', WITH A CHORD BEARING OF 540°53'00"E AND A CHORD LENGTH OF 49.83'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 29.30', A RADIUS OF 53.29', WITH A CHORD BEARING OF 533°32'40"E AND A CHORD LENGTH OF 28.95'; THENCE S48°43'50"E 73.03'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 43.56', A RADIUS OF 250.00', WITH A CHORD BEARING OF 555°57'03"E AND A CHORD LENGTH OF 43.49'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 43.41', A RADIUS OF 280.00', WITH A CHORD BEARING OF 552°40'40"E AND A CHORD LENGTH OF 63.33'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 92.05', A RADIUS OF 119.39', WITH A CHORD BEARING OF 568°16'19"E AND A CHORD LENGTH OF 89.79'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 154.98', A RADIUS OF 315.00', WITH A CHORD BEARING OF 551°45'08"E AND A CHORD LENGTH OF 143.51'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 143.46', A RADIUS OF 317.79', WITH A CHORD BEARING OF 526°04'42"E AND A CHORD LENGTH OF 142.25'; THENCE WITH A COMPOUND CURVE TO THE LEFT HAVING AN ARC LENGTH OF 84.78', A RADIUS OF 85.00', WITH A CHORD BEARING OF 567°15'16"E AND A CHORD LENGTH OF 81.31'; THENCE N83°50'15"E 52.12'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 99.40', A RADIUS OF 165.00', WITH A CHORD BEARING OF 576°34'13"E AND A CHORD LENGTH OF 97.91'; THENCE S61°38'41"E 68.44'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 40.01', A RADIUS OF 115.00', WITH A CHORD BEARING OF 551°00'17"E AND A CHORD LENGTH OF 39.81'; THENCE S41°42'34"E 85.61'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 38.31', A RADIUS OF 115.00', WITH A CHORD BEARING OF 532°00'10"E AND A CHORD LENGTH OF 38.12'; THENCE S22°37'29"E 83.17'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 52.05', A RADIUS OF 159.19', WITH A CHORD BEARING OF 517°52'25"E AND A CHORD LENGTH OF 51.82'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 80.25', A RADIUS OF 135.00', WITH A CHORD BEARING OF 509°55'00"E AND A CHORD LENGTH OF 79.07'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 80.91', A RADIUS OF 438.74', WITH A CHORD BEARING OF 532°39'54"E AND A CHORD LENGTH OF 80.79'; THENCE S37°22'36"E 75.00'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 31.01', A RADIUS OF 65.00', WITH A CHORD BEARING OF 541°34'53"E AND A CHORD LENGTH OF 30.79'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 94.76', WITH A CHORD BEARING OF 518°25'10"E AND A CHORD LENGTH OF 88.58'; THENCE S17°36'31"W 107.42'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 32.92', A RADIUS OF 65.00', WITH A CHORD BEARING OF 503°05'59"W AND A CHORD LENGTH OF 32.57'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 59.04', A RADIUS OF 95.00', WITH A CHORD BEARING OF 506°06'10"W AND A CHORD LENGTH OF 58.09'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 117.40', A RADIUS OF 305.00', WITH A CHORD BEARING OF 513°20'16"W AND A CHORD LENGTH OF 116.68'; THENCE S02°08'39"W 111.79'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 61.07', A RADIUS OF 179.98', WITH A CHORD BEARING OF 511°51'55"W AND A CHORD LENGTH OF 60.78'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 68.94', A RADIUS OF 185.00', WITH A CHORD BEARING OF 510°51'37"W AND A CHORD LENGTH OF 68.54'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 148.81', A RADIUS OF 259.17', WITH A CHORD BEARING OF 516°40'59"W AND A CHORD LENGTH OF 146.77'; THENCE WITH A REVERSE CURVE TO THE LEFT HAVING AN ARC LENGTH OF 119.52', A RADIUS OF 165.00', WITH A CHORD BEARING OF 512°23'52"W AND A CHORD LENGTH OF 116.92'; THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 132.64', A RADIUS OF 65.00', WITH A CHORD BEARING OF 550°55'15"W AND A CHORD LENGTH OF 110.79'; THENCE N71°27'17"E 38.38'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 65.72', A RADIUS OF 135.00', WITH A CHORD BEARING OF N57°30'35"W AND A CHORD LENGTH OF 65.07'; THENCE N43°13'51"W 124.79'; THENCE WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 102.93', A RADIUS OF 175.00', WITH A CHORD BEARING OF 426°42'49"W AND A CHORD LENGTH OF 101.48'; THENCE N09°51'48"W 129.56'; THENCE WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 101.64', A RADIUS OF 130.00', WITH A CHORD BEARING OF N54°14'48"W AND A CHORD LENGTH OF 21.21'; THENCE S80°08'12"W 20.00'; THENCE N09°51'48"W 30.00' TO THE POINT OF BEGINNING CONTAINING 177,493.388 SQUARE FEET AS PER SURVEY BY MARK PATTERSON, PLS #3136 WITH POWER OF DESIGN GROUP, LLC DATED MARCH 12, 2019.



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 "TRIAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:130.
Mark E. Patterson
MARK PATTERSON, PLS #3136
4/24/2019
DATE



SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/ TITLE
B	04.18.19	CLC CORRECTIONS
C	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
26300 HIGHWAY 1098
JACKSON, KY 41339
BREATHTT COUNTY

TAX PARCEL NUMBER:
137-00-00-044.00

PROPERTY OWNER:
EARNEST B. NOBLE
2570 HIGHWAY 1098
JACKSON, KY 41339

SOURCE OF TITLE:
DEED BOOK 240, PAGE 12

SITE NUMBER:
KYL06081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MFP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.7

Earne B. Noble 6/1/19

TITLE OF COMMITMENT (PARCEL ID: 137-00-00-044.00) - DEED BOOK 240, PAGE 12

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. 61736-KY1809-5030, REFERENCE NUMBER FA 13800701 NOBLE, EFFECTIVE DATE OF DECEMBER 14, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN (-0-). SEE SEPARATE MORTGAGE SCHEDULE
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, AND THEREFORE CANNOT EXAMINE OR ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

(JUDGMENTS, LIENS AND UCC)

5. NONE WITHIN PERIOD SEARCHED

(COVENANTS/RESTRICTIONS)

6. NONE WITHIN PERIOD SEARCHED

(EASEMENTS AND RIGHTS OF WAY)

7. NONE WITHIN PERIOD SEARCHED

(OTHER FILED DOCUMENTS)

8. ABSTRACT OF TITLE BETWEEN MOSS NOBLE ATTORNEY AT LAW AND EARNEST NOBLE AND GOLDEN NOBLE, HIS WIFE DATED 10/12/1977 IN BOOK 10 PAGE 265.
NOTES: FOR INFORMATIONAL PURPOSES, REGARDING OIL, GAS AND MINERAL RIGHTS.

(ABSTRACT OF TITLE AS RECORDED IN BOOK 10, PAGE 265 DESCRIBES THE MINERAL RIGHTS IN THE TITLE OF EARNEST & GOLDEN NOBLE, IS BLANKET IN NATURE, AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)

9. PETITION FOR PROBATE OF WILL AND APPOINTMENT OF EXECUTOR BETWEEN ESTATE OF ERNEST NOBLE, DIED ON DECEMBER 4, 1998 AND GOLDEN NOBLE AS EXECUTRIX DATED 2/29/1996 RECORDED 12/15/1998 IN BOOK 81.365 PAGE 368. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)



LAND SURVEYOR'S CERTIFICATE

I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS BEING WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18.150.

Mark Patterson
MARK PATTERSON, PLS #3136

4/24/2019

DATE



SURVEY

REV	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLE COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
2630 HIGHWAY 1098
JACKSON, KY 41339
BREATHITT COUNTY

TAX PARCEL NUMBER:
137-00-00-044.00

PROPERTY OWNER:
EARNEST B. NOBLE
2570 HIGHWAY 1098
JACKSON, KY 41339

SOURCE OF TITLE:
DEED BOOK 240, PAGE 12

SITE NUMBER:
KYL06081

POD NUMBER: 19-32809
DRAWN BY: CPA
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)

B-1.8

Ernest B. Noble 6-19

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

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

[INSERT AS APPLICABLE]

{This Letter Goes On Landlord's Letterhead}

Date: 1-7-19

Building Staff / Security Staff
Ernest Brian Noble
2570 Hwy 1098
Jackson, KY 41339

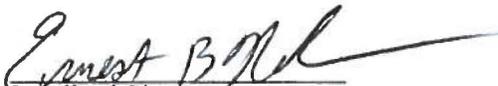
Re: Authorized Access granted to AT&T

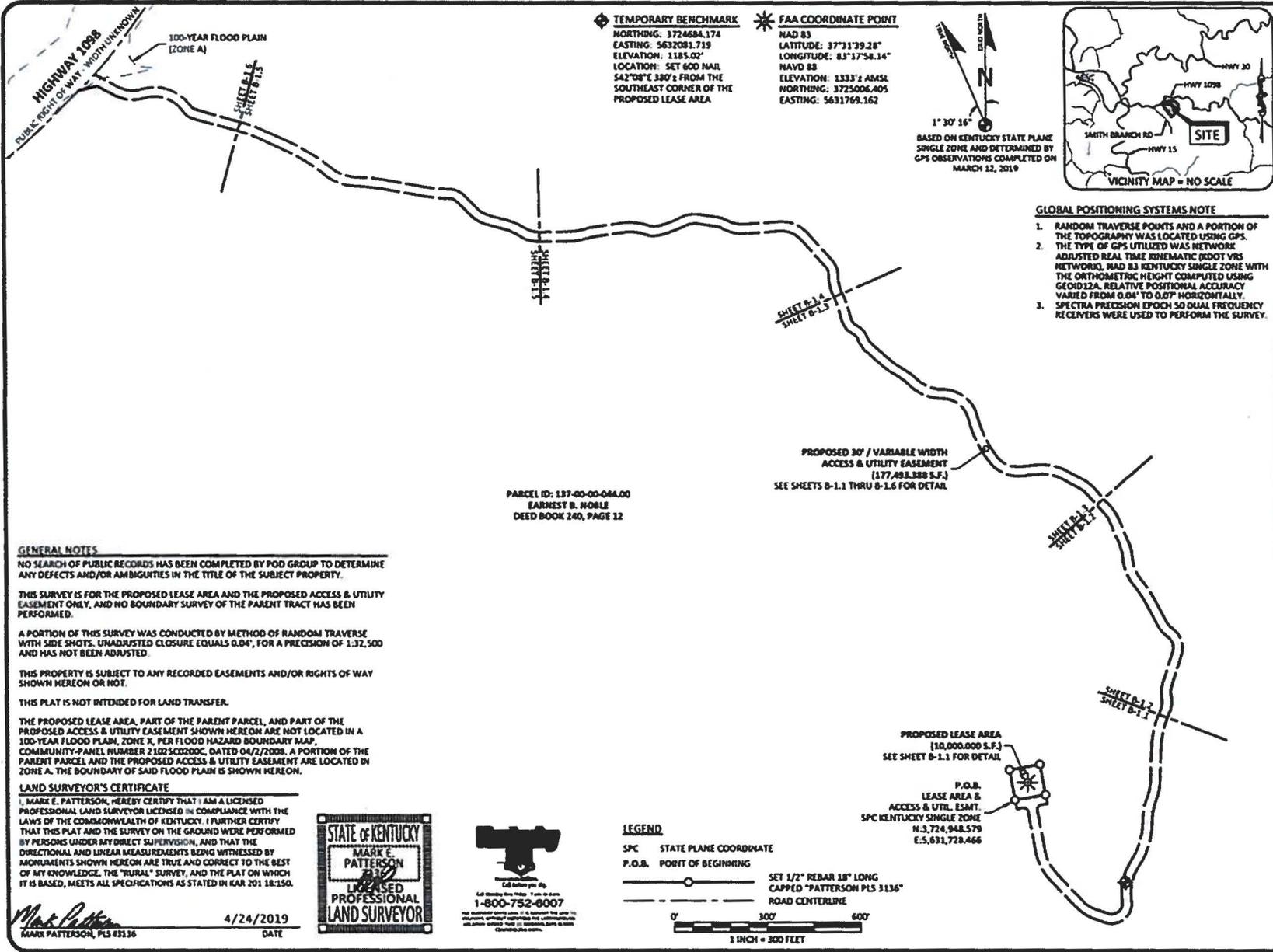
Dear Building and Security Staff,

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.

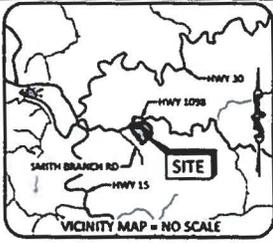

Landlord Signature



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600' NAIL
 S42°08'E 380' ± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 MAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 81°17'58.14"
 NAVD 88
 ELEVATION: 1333' ± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

1" 30' 16"
 BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019



GLOBAL POSITIONING SYSTEMS NOTE

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

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

PROPOSED 30' / VARIABLE WIDTH
 ACCESS & UTILITY EASEMENT
 (177,493.888 S.F.)
 SEE SHEETS B-1.1 THRU B-1.6 FOR DETAIL

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

P.O.B.
 LEASE AREA &
 ACCESS & UTIL. ESMT.
 SPC KENTUCKY SINGLE ZONE
 N.3,724,948.579
 E.5,631,728.466

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

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

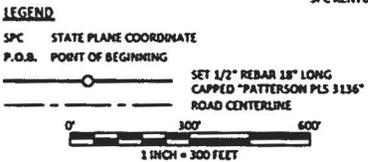
A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.04", FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PROPOSED LEASE AREA, PART OF THE PARENT PARCEL, AND PART OF THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 2102SC000C, DATED 04/27/08. A PORTION OF THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT ARE LOCATED IN ZONE A. THE BOUNDARY OF SAID FLOOD PLAIN IS SHOWN HEREON.

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



Mark E. Patterson
 MARK PATTERSON, PLS 43136
 4/24/2019
 DATE

PREPARED BY:
POD
 POWER OF DESIGN
 13400 BLUEGRASS PARKWAY
 LEADERSVILLE, KY 40070
 502-437-9233

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2370 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

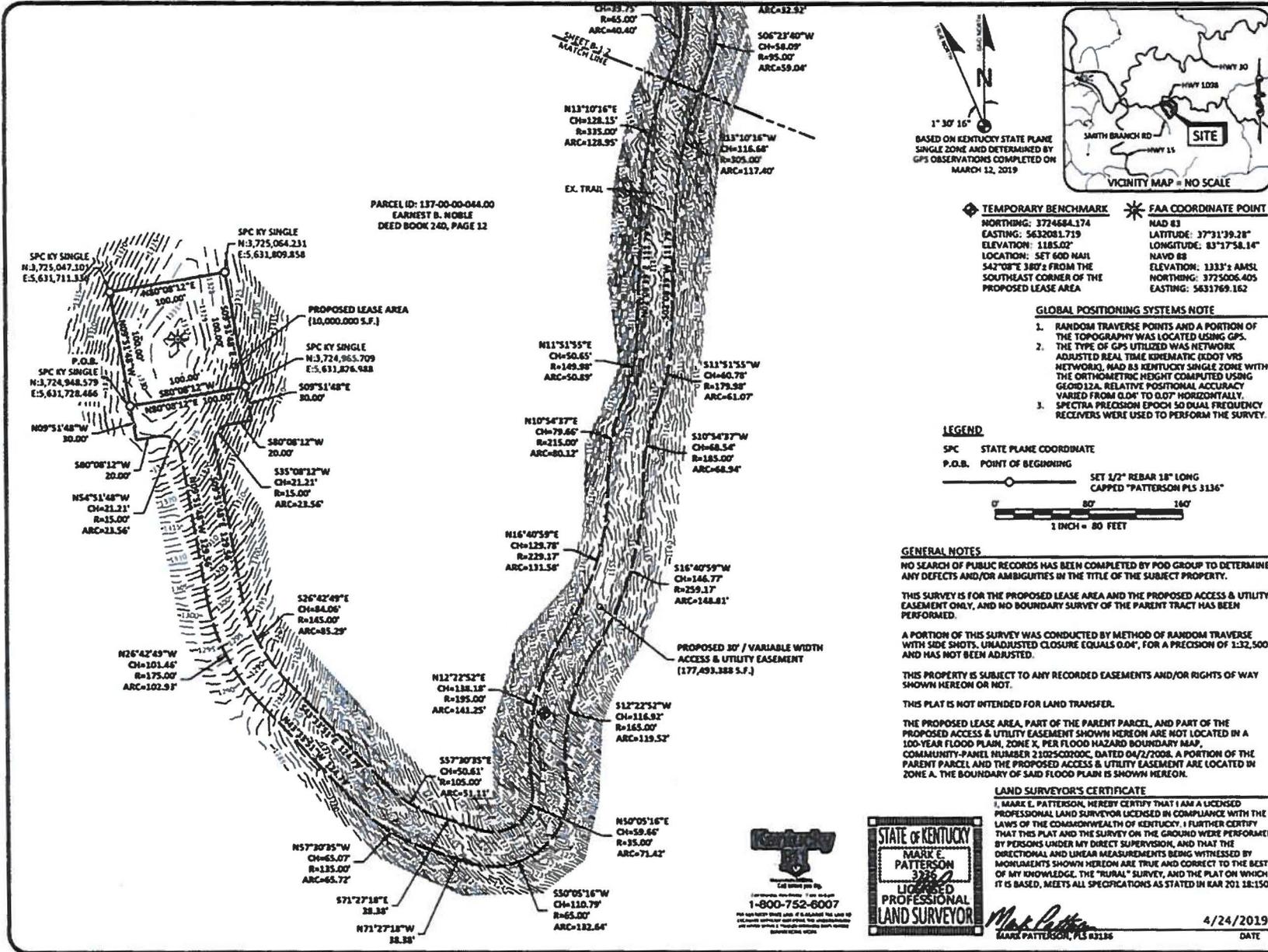
SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.22.19
PLAT DATE: 03.27.19

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

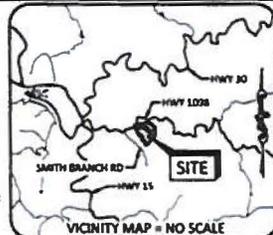
SHEET NUMBER: (9 pages)
B-1

Ernest B. Noble 6-1-19



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019



TEMPORARY BENCHMARK
 NORTHING: 3774584.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 MAIL
 542'08"± 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
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 ELEVATION: 1333'± AMSL
 NORTHING: 3775006.405
 EASTING: 5631769.162

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 GEOID 12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04" TO 0.07" HORIZONTALLY.
3. SPECTRA PRECISION EPOCH S/DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.

LEGEND

SPC STATE PLANE COORDINATE
 P.O.B. POINT OF BEGINNING

SET 1/2" REBAR 18" LONG
 CAPPED "PATTERSON PLS 3136"

GENERAL NOTES

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

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT ONLY, AND 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 0.04", FOR A PRECISION OF 1:32,500 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PROPOSED LEASE AREA, PART OF THE PARENT PARCEL, AND PART OF THE PROPOSED ACCESS & UTILITY EASEMENT SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN, ZONE X, PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21025C0200C, DATED 04/2/2008. A PORTION OF THE PARENT PARCEL AND THE PROPOSED ACCESS & UTILITY EASEMENT ARE LOCATED IN ZONE A. THE BOUNDARY OF SAID FLOOD PLAIN IS SHOWN HEREON.

STATE OF KENTUCKY
 MARK E. PATTERSON
 3725
 LICENSED PROFESSIONAL LAND SURVEYOR

Let them see you.
 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 MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201 18:150.

Mark E. Patterson
 MARK PATTERSON, PLS 3725

4/24/2019
 DATE

PREPARED BY:

 11480 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-481-6232

PREPARED FOR:

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2430 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

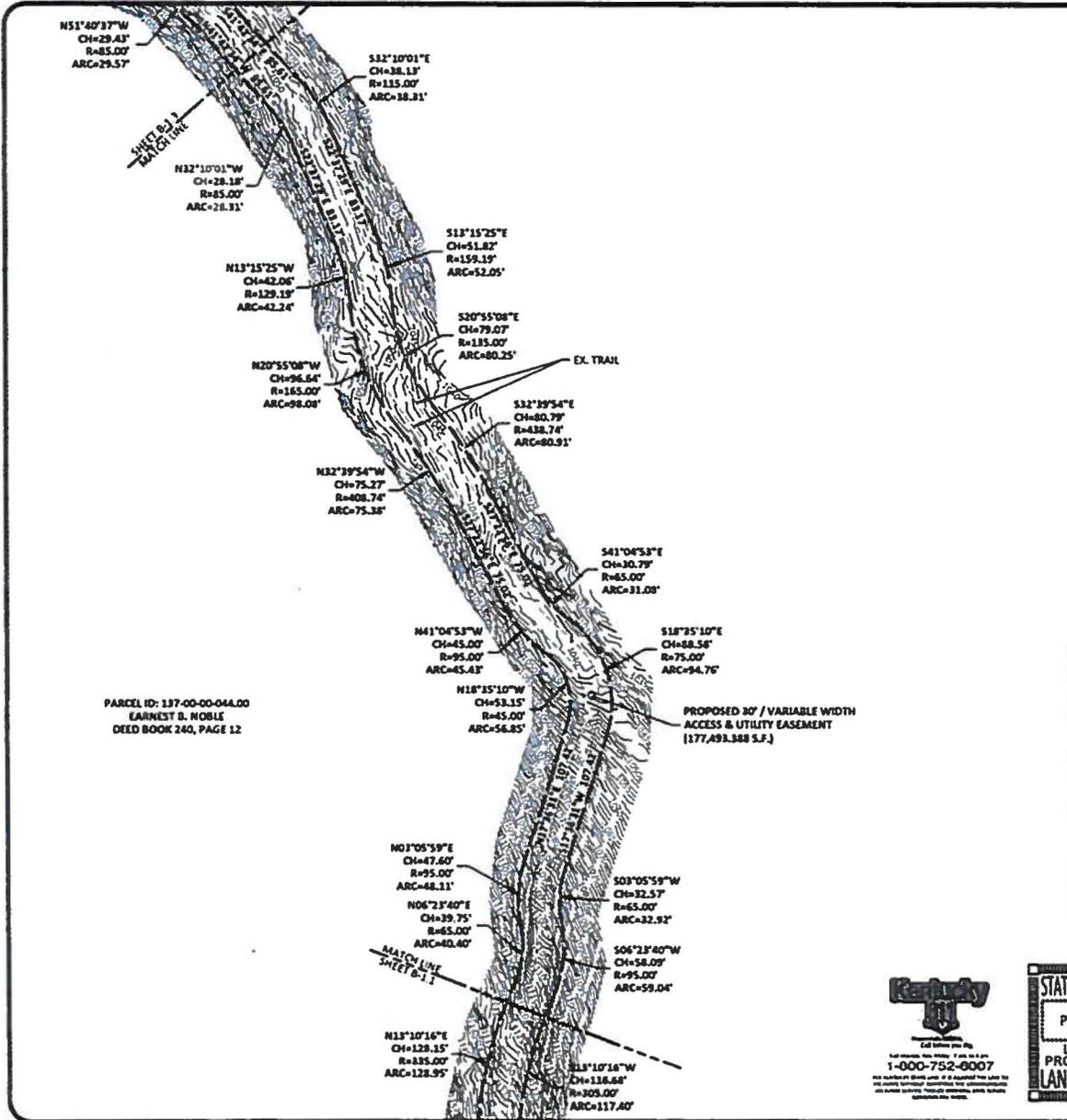
SITE NUMBER:
 KYL06081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MRP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

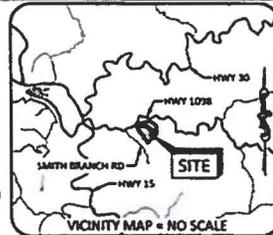
SHEET NUMBER: (9 pages)
B-1.1

Ernest B Noble 6-1-19



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

1" = 30' 16"
 BASED ON KENTUCKY STATE PLANE
 SINGLE ZONE AND DETERMINED BY
 GPS OBSERVATIONS COMPLETED ON
 MARCH 12, 2019



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.00'
 LOCATION: SET 60D NAIL
 542'08"E 380'S FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'S AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

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 (NODT 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 SO DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



GENERAL NOTES

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STATE OF KENTUCKY
 MARK E. PATTERSON
 3126
 LICENSED PROFESSIONAL LAND SURVEYOR

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 "BURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18-150.

Mark E. Patterson
 MARK PATTERSON, PLS 031386

4/24/2019
 DATE

PREPARED BY:

 11400 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-431-8633

PREPARED FOR:

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
C	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

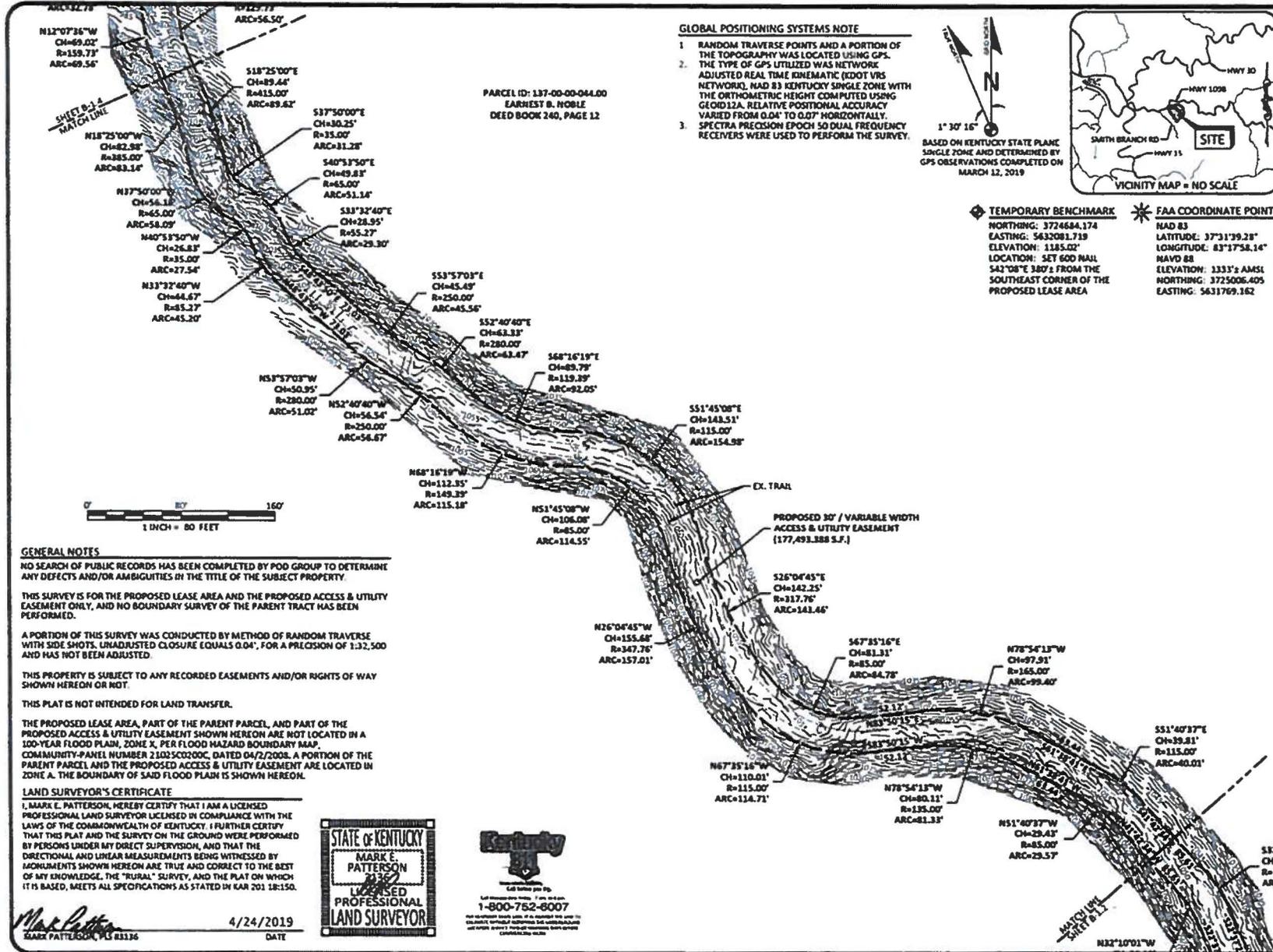
SITE NUMBER:
 KYLG081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

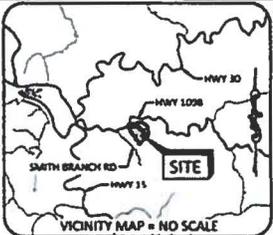
SHEET NUMBER: (9 pages)
B-1.2

Ernest B. Noble 6-1-19



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 GEOID 12A. 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.



TEMPORARY BENCHMARK
 NORTHING: 3724684.174
 EASTING: 5632081.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 PAIL
 S43°08'E 380'± FROM THE
 SOUTHEAST CORNER OF THE
 PROPOSED LEASE AREA

FAA COORDINATE POINT
 NAD 83
 LATITUDE: 37°31'39.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333'± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

GENERAL NOTES

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LAND SURVEYOR'S CERTIFICATE

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Mark E. Patterson
 MARK PATTERSON, PLS 83136
 DATE: 4/24/2019



PREPARED BY:

 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502-453-3033

PREPARED FOR:

PREPARED FOR:

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
D	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
 DRAWN BY: CPM
 CHECKED BY: MEP
 SURVEY DATE: 03.12.19
 PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.3

Ernest B. Noble 6-1-19

GENERAL NOTES

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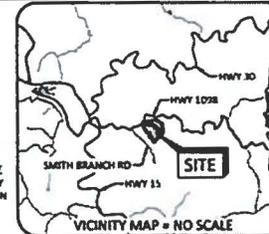
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GLOBAL POSITIONING SYSTEMS NOTE

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3. SPECTRA PRECISION EPOCH S DUAL FREQUENCY RECEIVERS WERE USED TO PERFORM THE SURVEY.



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON MARCH 12, 2019

TEMPORARY BENCHMARK
 NORTHING: 372484.174
 EASTING: 563208.719
 ELEVATION: 1185.02'
 LOCATION: SET 600 MAIL 542'08"E 380'± FROM THE SOUTHEAST CORNER OF THE PROPOSED LEASE AREA

FAA COORDINATE POINT
 MAD 83
 LATITUDE: 37°31'29.28"
 LONGITUDE: 83°17'58.14"
 NAVD 88
 ELEVATION: 1333± AMSL
 NORTHING: 3725006.405
 EASTING: 5631769.162

PREPARED BY:
POD
 POWER OF DESIGN
 11400 BURNINGBUSH PARKWAY
 LOUISVILLE, KY 40299
 502-437-8222

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
C	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

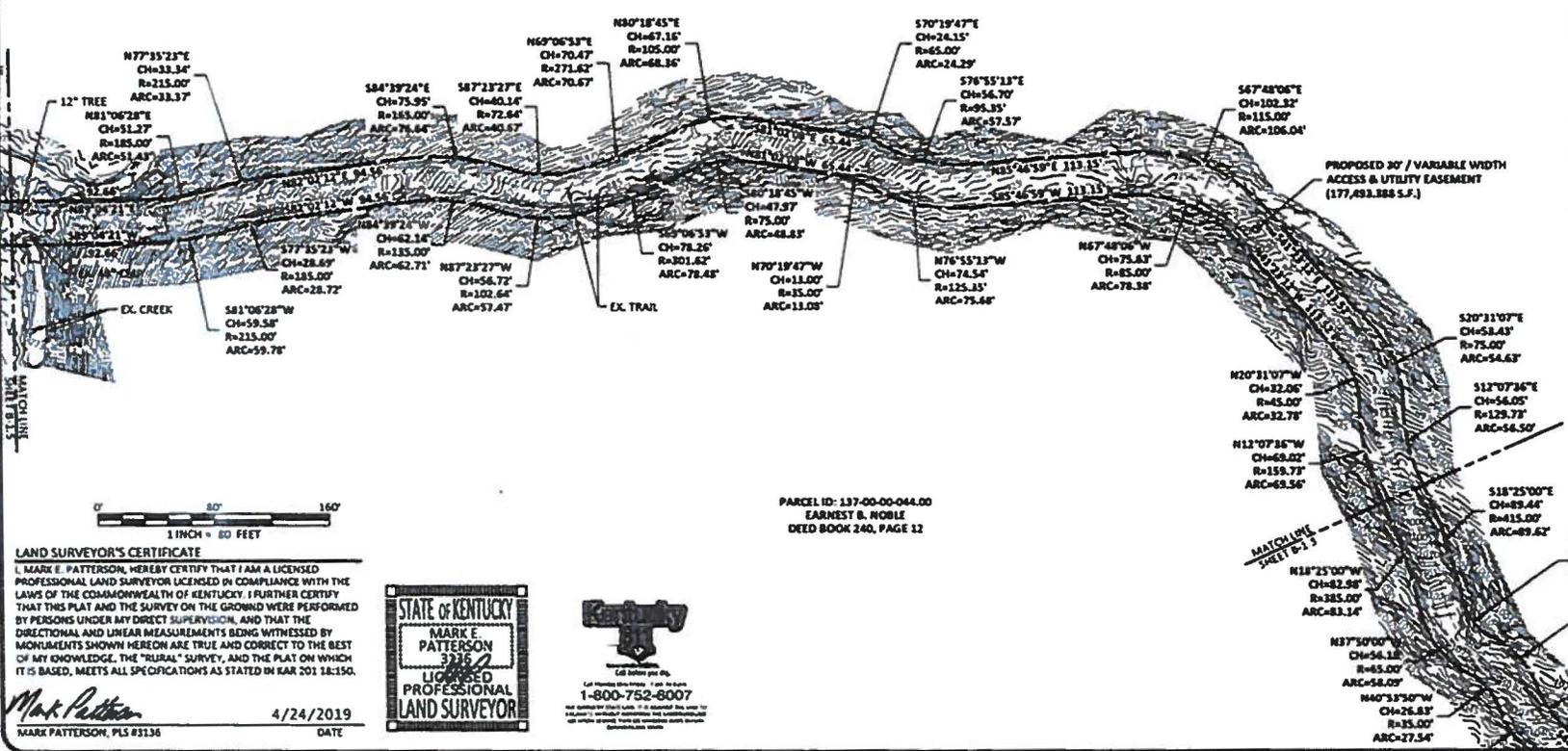
SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KY106081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.4



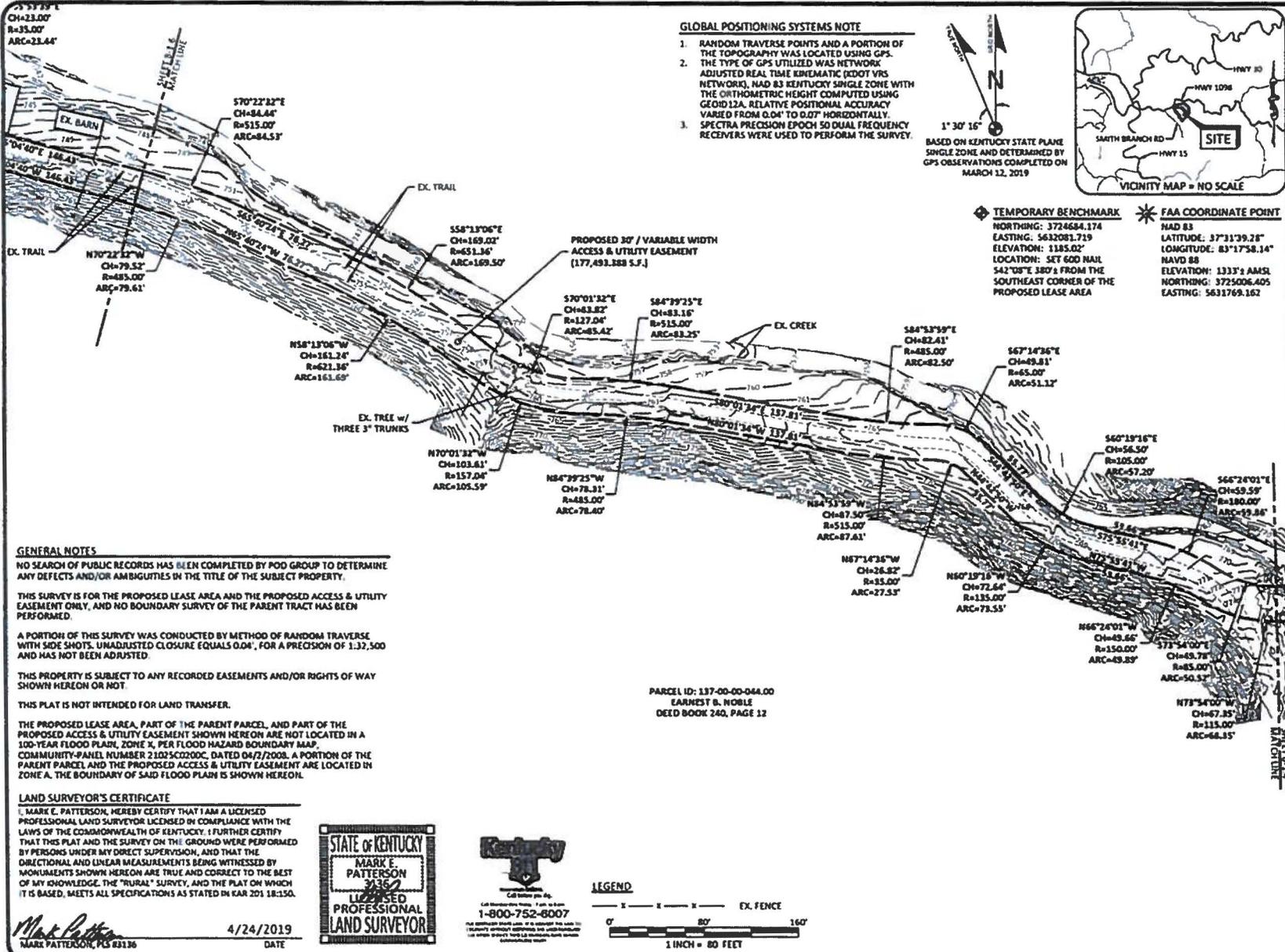
LAND SURVEYOR'S CERTIFICATE
 I, MARK E. PATTERSON, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY. I FURTHER CERTIFY THAT THIS PLAT AND THE SURVEY ON THE GROUND WERE PERFORMED BY PERSONS UNDER MY DIRECT SUPERVISION, 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
 4/24/2019
 DATE



PARCEL ID: 137-00-00-044.00
 EARNEST B. NOBLE
 DEED BOOK 240, PAGE 12

Ernest B. Noble 6-1-19



PREPARED BY:
POD
 POWER OF DESIGN
 11490 BULLOCKS PARKWAY
 LOUISVILLE, KY 40299
 502-437-6272

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	01.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
C	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.5

Ernest B. Noble 6-1-19

GENERAL NOTES

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2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), HAD 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.

LAND SURVEYOR'S CERTIFICATE

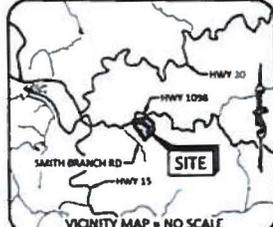
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Mark Patterson
MARK PATTERSON, PLS #3334
4/24/2019
DATE



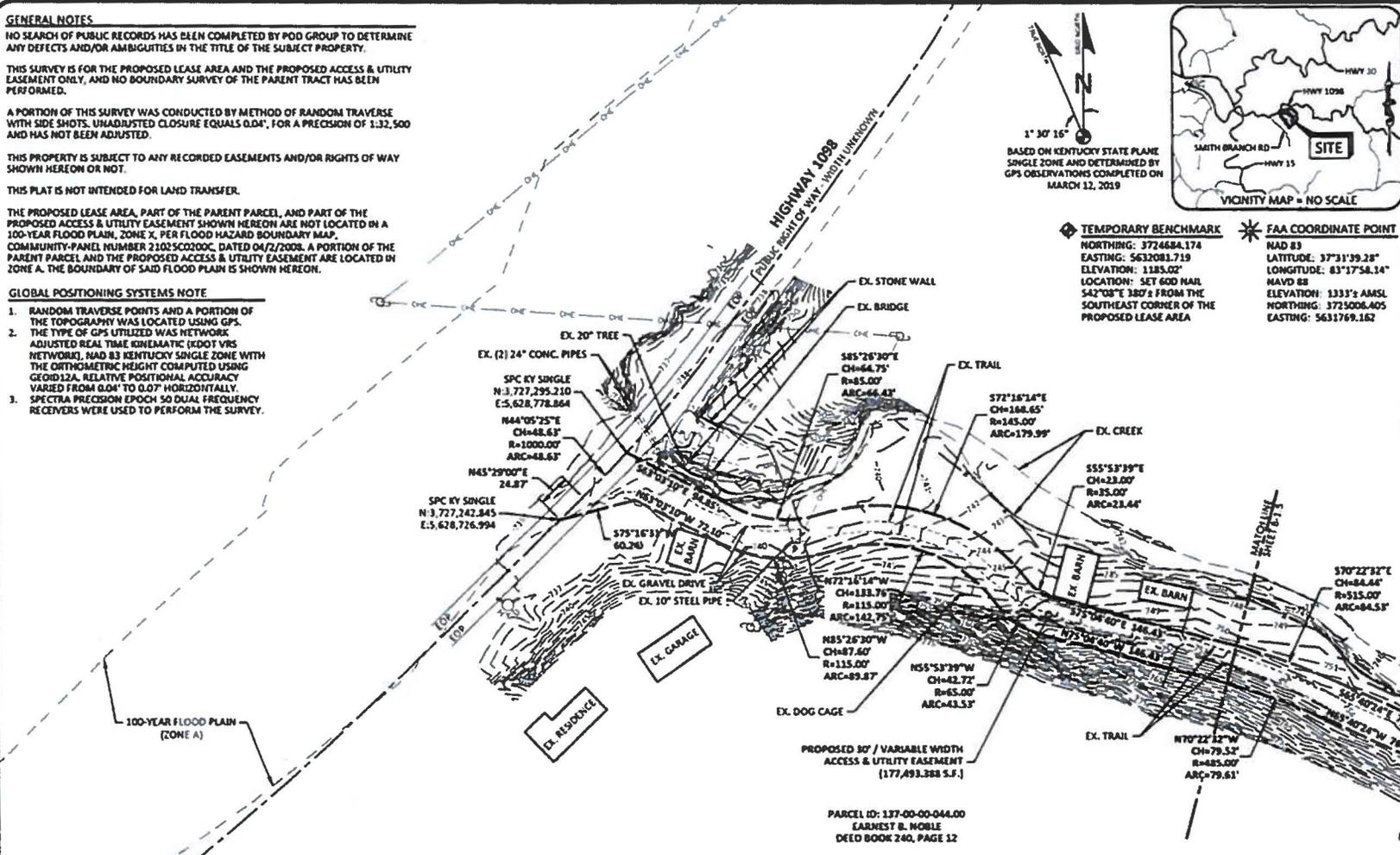
LEGEND

- EX. UTILITY POLE
- EX. GUY ANCHOR
- EX. FIRE HYDRANT
- EX. OVERHEAD ELECTRIC
- EX. FENCE
- ROAD CENTERLINE
- SPC STATE PLANE COORDINATE
- EOP EDGE OF PAVEMENT



TEMPORARY BENCHMARK
NORTHING: 3774684.174
EASTING: 5632081.719
ELEVATION: 1185.02'
LOCATION: SET 600 MAIL
542°08'E 380' FROM THE
SOUTHEAST CORNER OF THE
PROPOSED LEASE AREA

FAA COORDINATE POINT
MAD 83
LATITUDE: 37°31'39.28"
LONGITUDE: 83°17'58.14"
NAVD 88
ELEVATION: 1333' AMSL
NORTHING: 3725008.405
EASTING: 5631769.162



PREPARED BY:
POD
POWER OF DESIGN
11000 BLENHEIMS PARKWAY
LOUISVILLE, KY 40299
502-497-8152

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

SURVEY

REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	CLC COMMENTS
O	04.22.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
7630 HIGHWAY 1098
JACKSON, KY 41339
BREATHITT COUNTY

TAX PARCEL NUMBER:
137-00-00-044.00

PROPERTY OWNER:
EARNEST B. MOBLE
7570 HIGHWAY 1098
JACKSON, KY 41339

SOURCE OF TITLE:
DEED BOOK 240, PAGE 12

SITE NUMBER:
KYLOG081

POD NUMBER: 19-32809
DRAWN BY: CPM
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 03.27.19

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

SHEET NUMBER: (9 pages)
B-1.6

Ernest B. Moble 6-1-19

TITLE OF COMMITMENT (PARCEL ID: 137-00-00-044.00) - DEED BOOK 240, PAGE 12

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 OR RECORDS, 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. 61726-KY1809-5030, REFERENCE NUMBER FA 13800701 NOBLE, EFFECTIVE DATE OF DECEMBER 14, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

SCHEDULE B

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
 2. MORTGAGES RETURNED HEREIN. [-0-]. SEE SEPARATE MORTGAGE SCHEDULE.
 3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, AND THEREFORE CANNOT EXAMINE OR ADDRESS THIS ITEM.)
 4. RIGHTS OF TENANTS OR PERSON IN POSSESSION (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
- JUDGMENTS, LIENS AND UCC)
5. NONE WITHIN PERIOD SEARCHED (COVENANTS/RESTRICTIONS)
 6. NONE WITHIN PERIOD SEARCHED (EASEMENTS AND RIGHTS OF WAY)
 7. NONE WITHIN PERIOD SEARCHED (OTHER FILED DOCUMENTS)
8. ABSTRACT OF TITLE BETWEEN MOSS NOBLE ATTORNEY AT LAW AND EARNEST NOBLE AND GOLDEN NOBLE, HIS WIFE DATED 10/12/1977 IN BOOK 10 PAGE 265
 NOTES: FOR INFORMATIONAL PURPOSES, REGARDING OIL, GAS AND MINERAL RIGHTS... (ABSTRACT OF TITLE AS RECORDED IN BOOK 10, PAGE 265 DESCRIBES THE MINERAL RIGHTS IN THE TITLE OF EARNEST & GOLDEN NOBLE, IS BLANKET IN NATURE, AND AFFECTS THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENT.)
 9. PETITION FOR PROBATE OF WILL AND APPOINTMENT OF EXECUTOR BETWEEN ESTATE OF ERNEST NOBLE, DIED ON DECEMBER 4, 1998 AND GOLDEN NOBLE AS EXECUTRIX, DATED 2/29/1996 RECORDED 12/15/1998 IN BOOK 81365 PAGE 368. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

PREPARED BY:  11 AND BELMORISS PARKWAY LOUISVILLE, KY 40299 502-437-8232		
PREPARED FOR: 		
PREPARED FOR: 		
SURVEY		
REV.	DATE	DESCRIPTION
A	03.27.19	PRELIM ISSUE w/TITLE
B	04.18.19	OLC COMMENTS
C	04.22.19	ISSUED AS FINAL
SITE INFORMATION: QUICKSAND CREEK 2630 HIGHWAY 1058 JACKSON, KY 41339 BREATHITT COUNTY TAX PARCEL NUMBER: 137-00-00-044.00 PROPERTY OWNER: EARNEST B. NOBLE 2570 HIGHWAY 1058 JACKSON, KY 41339 SOURCE OF TITLE: DEED BOOK 240, PAGE 12 SITE NUMBER: KYL06081		
POD NUMBER:	19-32809	
DRAWN BY:	CPM	
CHECKED BY:	MEP	
SURVEY DATE:	03.12.19	
PLAT DATE:	03.27.19	
SHEET TITLE: SITE SURVEY THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL SHEET NUMBER: (9 pages) B-1.8		



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 E. Patterson
 MARK PATTERSON, PLS 83136

4/24/2019

DATE

Ernest B. Noble 6-19

**EXHIBIT J
NOTIFICATION LISTING**

Quicksand Creek – Notice List

NOBLE EARNEST B
2570 HWY 1098
JACKSON, KY 41339

CLEMONS SWANGO
PO BOX 321
JACKSON, KY 41339

MILLERMATT JR
C/O MELISSA MILLER
1448 STONER EPHEBUS RD
WINCHESTER, KY 40391

HARDIN FRED
1506 SMITH BR RD
JACKSON, KY 41339

MANZ STEVEN A. & SHERRY L
2948 CLERMONT FARMS RD
BETHEL, OH 45016

BOONE FORESTLANDS LLC
1512 E FRANKLIN ST
SUITE 104
CHAPEL HILL N, NC 27514

CALDWELL LUTHER B.
2251 SELWYN AVE # 202
CHARLOTTE, NC 28207

KELLY FLORA N -EST-
C/O CLEM KELLY
3469 LANSDOWNE DRIVE
LEXINGTON, KY 40517

CAMPBELL COAL, LLC
C/O CHARLOTTE BAXTER
3365 DAWSONVILLE HWY
GAINESVILLE, GA 30506

CAMPBELL DELBERT
530 RUSSELL BR RD
CLAYHOLE, KY 41317

MARTIN REX
PO BOX 1037
JACKSON, KY 41339

ALLEN J WISE

PO BOX 503
JACKSON, KY 41339

BURTON KIMBERLY NOBLE
PO BOX 1015
JACKSON, KY 41339

NOBLE NONA & OTHERS
PO BOX 363
JACKSON, KY 41339

CAMPBELL PRICE JR & RUBY
2484 KY HWY 1098
JAKSON, KY 41339

THORPE BOBBY
PO BOX 1015
JACKSON, KY 41339

TURNER LLOYD C
42 REDNECK RD
JACKSON, KY 41339

CAMPBELL MICHAEL
2484 HWY 1098
JACKSON, KY 41339

CAMPBELL GLENN
C/O GLENN W. CAMPBELL & OTHERS
2484 HWY 1098
JACKSON, KY 41339

ROBINSON STEPHANIE
C/O CITIZENS BANK
PO BOX 770
JACKSON, KY 41339

NOBLE GLENNA
2570 HWY 1098
JACKSON, KY 41339

WILLIAMS DENNIE R.
2817 UPPER BELLBROOK RD
BELLBROOK, OH 45305

HURT GARY & SHEILA
89 RABBIT HUNTER LANE
JACKSON, KY 41339

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: Quicksand Creek**

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 2630 Highway 1098, Jackson, KY 41339 (37° 31' 39.28" North latitude, 83° 17' 58.14" West longitude). The proposed facility will include a 305-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

This notice is being sent to you because the County Property Valuation Administrator's records indicate that you may own property that is within a 500' radius of the proposed tower site or contiguous to the property on which the tower is to be constructed. You have a right to submit testimony to the Kentucky Public Service Commission ("PSC"), either in writing or to request intervention in the PSC's proceedings on the application. You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00152 in any correspondence sent in connection with this matter.

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

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

Sincerely,
David A. Pike
Attorney for Applicant

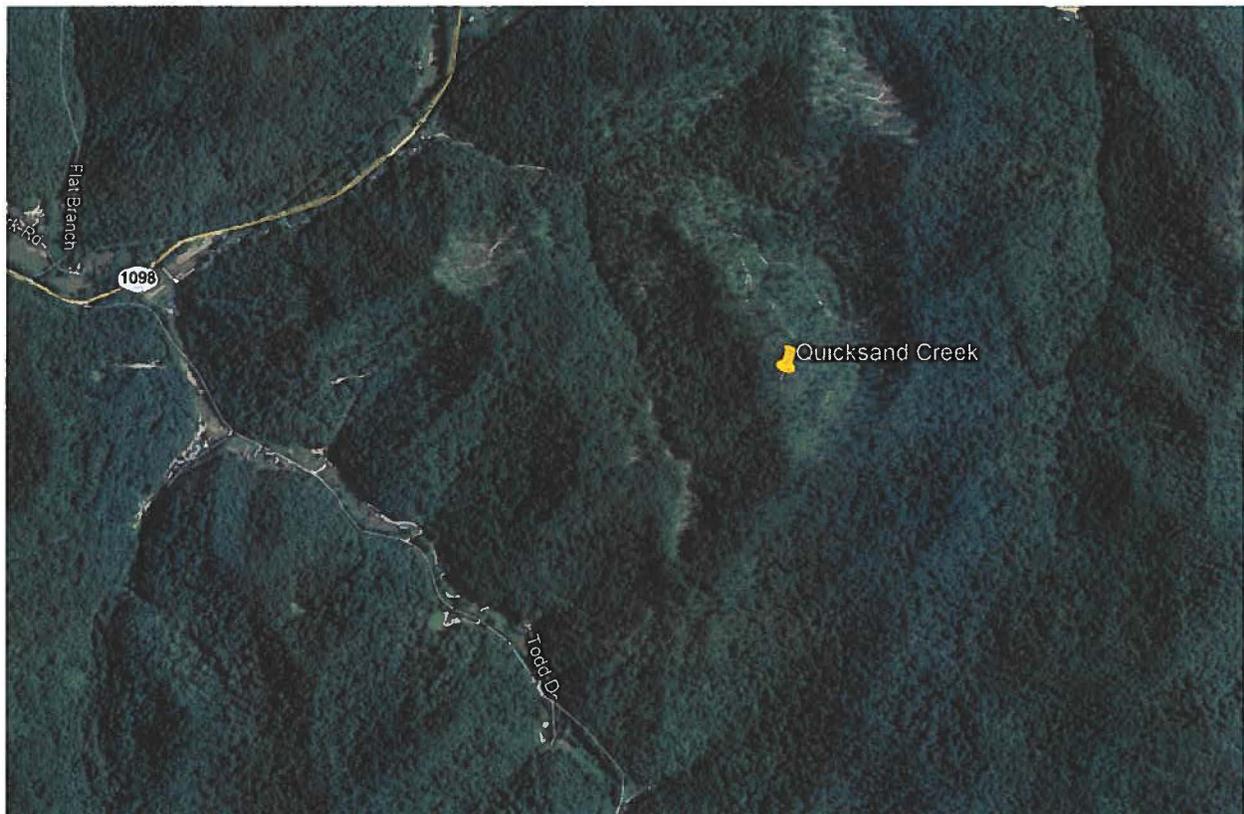
enclosures

Driving Directions to Proposed Tower Site

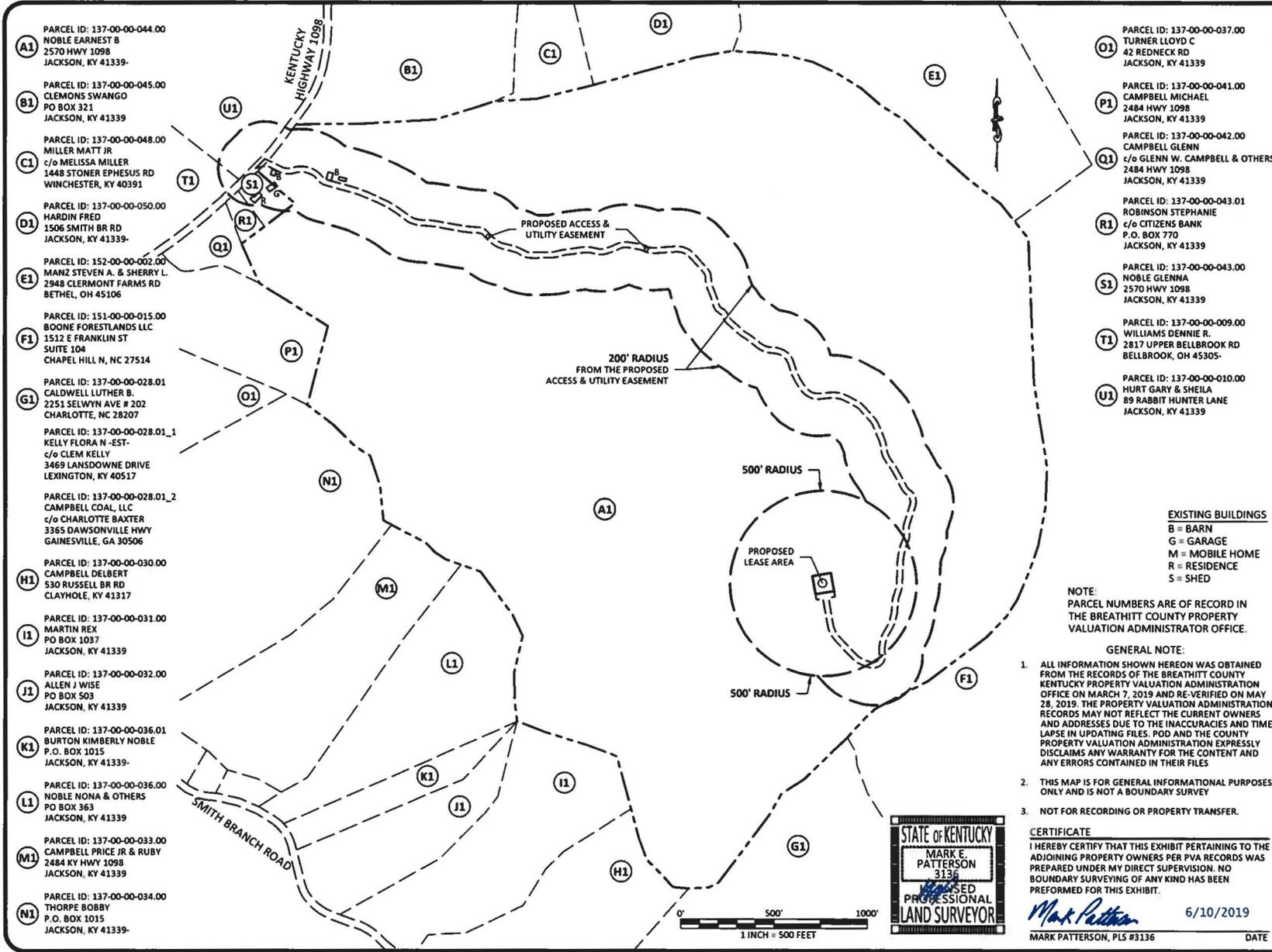
1. Beginning at 1137 Main Street, Jackson, KY 41339, head southwest on Main Street toward Court Street and travel approximately 0.1 miles.
2. Turn left onto Broadway Street and travel approximately 0.4 miles.
3. Continue onto Old Quicksand Road and travel approximately 0.4 miles.
4. Continue onto Quicksand Road and travel approximately 1.2 miles.
5. Continue onto Old Quicksand Road and travel approximately 0.3 miles.
6. Continue onto Quicksand Road and travel approximately 1.1 miles.
7. Continue onto KY-1098 E and travel approximately 2.6 miles. The site is on the right.

The site coordinates are:

- a. North 37 deg 31 min 39.28 sec
- b. West 83 deg 17 min 58.14 sec



Prepared by:
Chris Shouse
Pike Legal Group
1578 Highway 44 East, Suite 6
P.O. Box 396
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293



- (A1) PARCEL ID: 137-00-00-044.00
NOBLE EARNEST B
2570 HWY 1098
JACKSON, KY 41339-
- (B1) PARCEL ID: 137-00-00-045.00
CLEMONS SWANGO
PO BOX 321
JACKSON, KY 41339
- (C1) PARCEL ID: 137-00-00-048.00
MILLER MATT JR
c/o MELISSA MILLER
1448 STONER EPHEBUS RD
WINCHESTER, KY 40391
- (D1) PARCEL ID: 137-00-00-050.00
HARDIN FRED
1506 SMITH BR RD
JACKSON, KY 41339-
- (E1) PARCEL ID: 152-00-00-002.00
MANZ STEVEN A. & SHERRY L.
2948 CLERMONT FARMS RD
BETHEL, OH 45106
- (F1) PARCEL ID: 151-00-00-015.00
BOONE FORESTLANDS LLC
1512 E FRANKLIN ST
SUITE 104
CHAPEL HILL N, NC 27514
- (G1) PARCEL ID: 137-00-00-028.01
CALDWELL LUTHER B.
2251 SELWYN AVE # 202
CHARLOTTE, NC 28207
- (H1) PARCEL ID: 137-00-00-028.01_1
KELLY FLORA N - EST-
c/o CLEM KELLY
3469 LANSDOWNE DRIVE
LEXINGTON, KY 40517
- (I1) PARCEL ID: 137-00-00-028.01_2
CAMPBELL COAL, LLC
c/o CHARLOTTE BAXTER
3365 DAWSONVILLE HWY
GAINESVILLE, GA 30506
- (J1) PARCEL ID: 137-00-00-030.00
CAMPBELL DELBERT
530 RUSSELL BR RD
CLAYHOLE, KY 41317
- (K1) PARCEL ID: 137-00-00-031.00
MARTIN REX
PO BOX 1037
JACKSON, KY 41339
- (L1) PARCEL ID: 137-00-00-032.00
ALLEN J WISE
PO BOX 503
JACKSON, KY 41339
- (M1) PARCEL ID: 137-00-00-036.01
BURTON KIMBERLY NOBLE
P.O. BOX 1015
JACKSON, KY 41339-
- (N1) PARCEL ID: 137-00-00-036.00
NOBLE NONA & OTHERS
PO BOX 363
JACKSON, KY 41339
- (O1) PARCEL ID: 137-00-00-033.00
CAMPBELL PRICE JR & RUBY
2484 KY HWY 1098
JACKSON, KY 41339
- (P1) PARCEL ID: 137-00-00-034.00
THORPE BOBBY
P.O. BOX 1015
JACKSON, KY 41339-

- (Q1) PARCEL ID: 137-00-00-037.00
TURNER LLOYD C
42 REDNECK RD
JACKSON, KY 41339
- (R1) PARCEL ID: 137-00-00-041.00
CAMPBELL MICHAEL
2484 HWY 1098
JACKSON, KY 41339
- (S1) PARCEL ID: 137-00-00-042.00
CAMPBELL GLENN
c/o GLENN W. CAMPBELL & OTHERS
2484 HWY 1098
JACKSON, KY 41339
- (T1) PARCEL ID: 137-00-00-043.01
ROBINSON STEPHANIE
c/o CITIZENS BANK
P.O. BOX 770
JACKSON, KY 41339
- (U1) PARCEL ID: 137-00-00-043.00
NOBLE GLENNA
2570 HWY 1098
JACKSON, KY 41339
- (V1) PARCEL ID: 137-00-00-009.00
WILLIAMS DENNIE R.
2817 UPPER BELLBROOK RD
BELLBROOK, OH 45305-
- (W1) PARCEL ID: 137-00-00-010.00
HURT GARY & SHEILA
89 RABBIT HUNTER LANE
JACKSON, KY 41339

EXISTING BUILDINGS
 B = BARN
 G = GARAGE
 M = MOBILE HOME
 R = RESIDENCE
 S = SHED

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

- GENERAL NOTE:
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BREATHITT COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 7, 2019 AND RE-VERIFIED ON MAY 28, 2019. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
 2. THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
 3. NOT FOR RECORDING OR PROPERTY TRANSFER.



CERTIFICATE
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.
 Mark Patterson 6/10/2019
 MARK PATTERSON, PLS #3136 DATE

PREPARED BY:
POD
 POWER OF DESIGN
 11800 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40298
 502.417.5252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV	DATE	DESCRIPTION
A	05.20.19	ISSUED FOR REVIEW
D	06.10.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYL06081

POD NUMBER: 19-32811
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 05.20.19

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

Jeffrey Noble
County Judge Executive
1137 Main St.
Jackson, KY 41339

RE: Notice of Proposal to Construct Wireless Communications Facility
Kentucky Public Service Commission Docket No. 2019-00152.
Site Name: Quicksand Creek

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 2630 Highway 1098, Jackson, KY 41339 (37° 31' 39.28" North latitude, 83° 17' 58.14" West longitude). The proposed facility will include a 305-foot tall antenna tower, plus a 15-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00152 in any correspondence sent in connection with this matter.

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

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

Sincerely,
David A. Pike
Attorney for Applicant

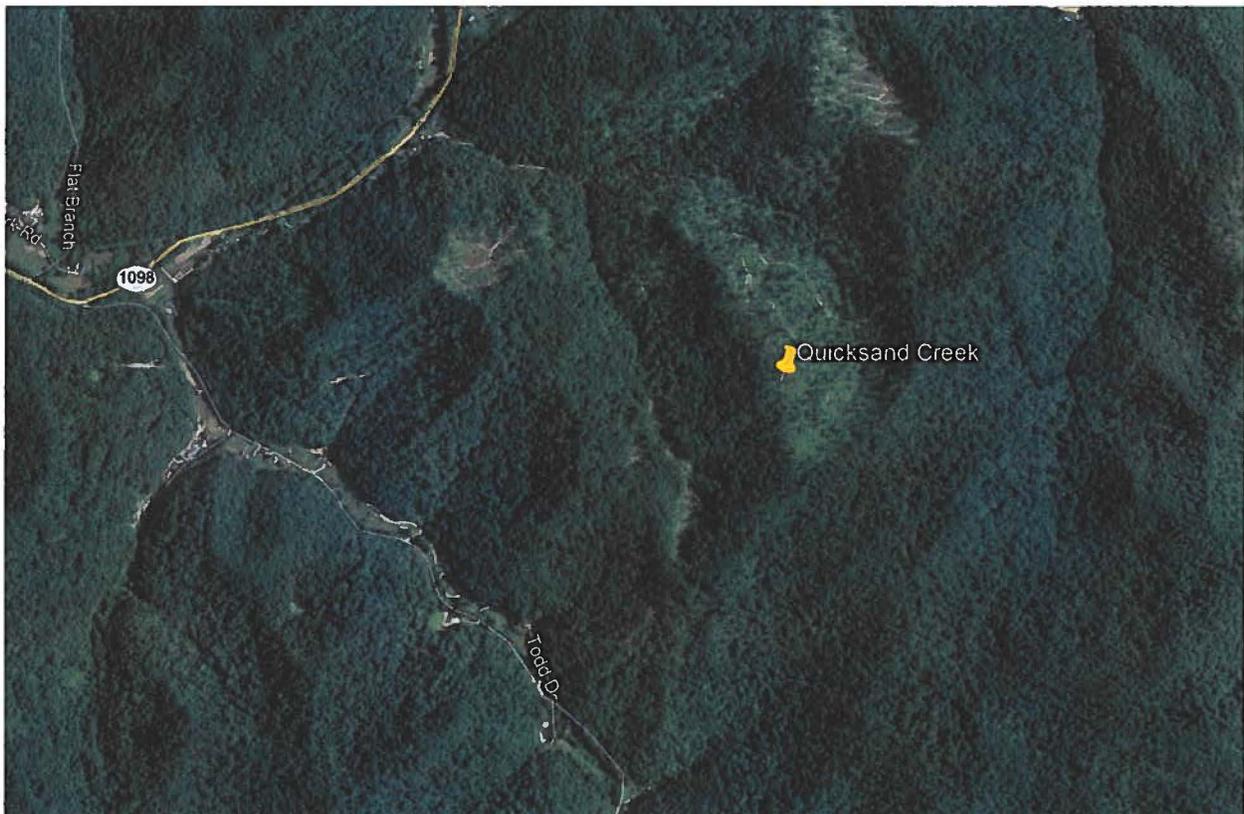
enclosures

Driving Directions to Proposed Tower Site

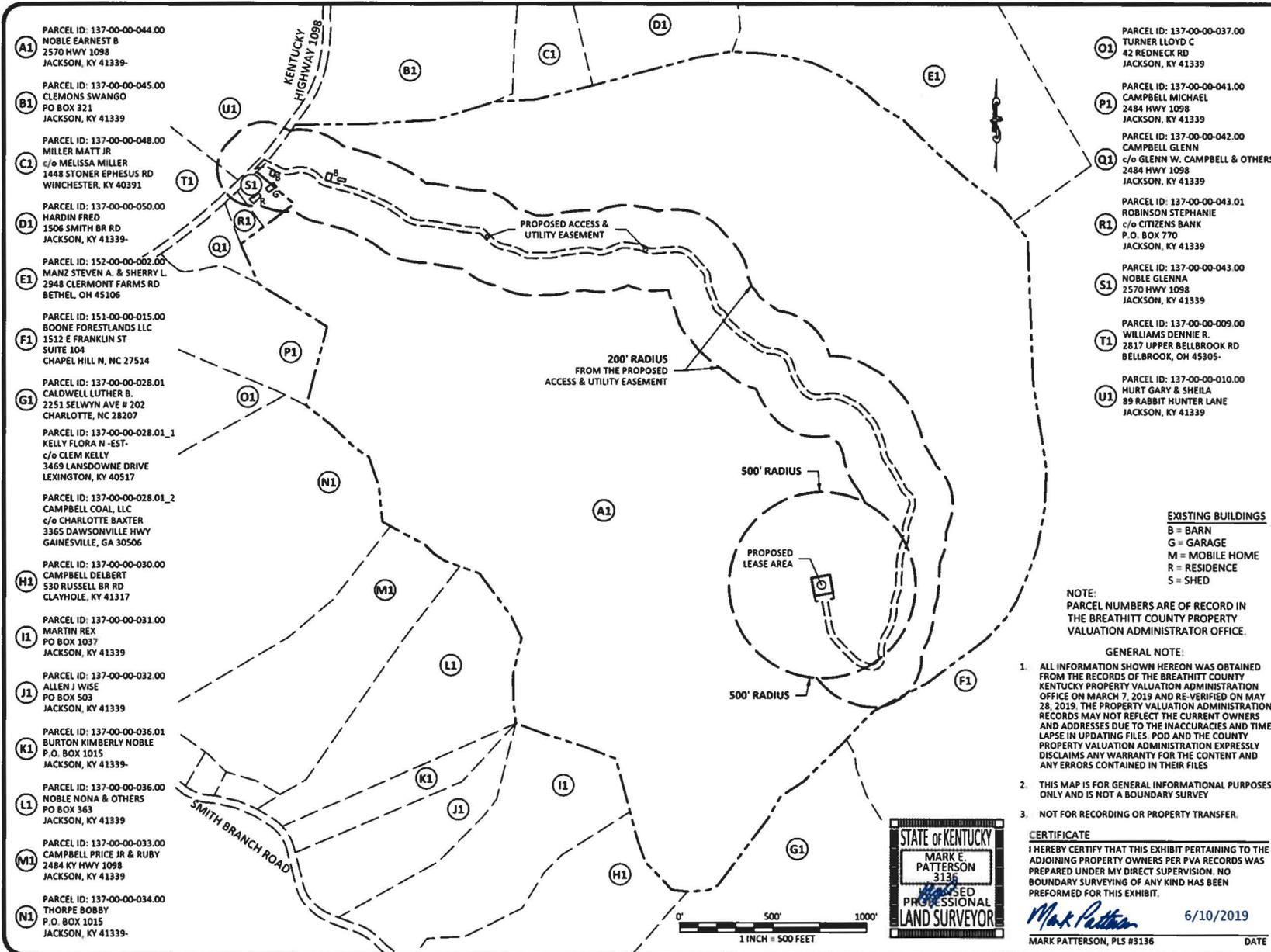
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5. Continue onto Old Quicksand Road and travel approximately 0.3 miles.
6. Continue onto Quicksand Road and travel approximately 1.1 miles.
7. Continue onto KY-1098 E and travel approximately 2.6 miles. The site is on the right.

The site coordinates are:

- a. North 37 deg 31 min 39.28 sec
- b. West 83 deg 17 min 58.14 sec



Prepared by:
Chris Shouse
Pike Legal Group
1578 Highway 44 East, Suite 6
P.O. Box 396
Shepherdsville, KY 40165-3069
Telephone: 502-955-4400 or 800-516-4293



- (O1)** PARCEL ID: 137-00-00-037.00
TURNER LOYD C
42 REDNECK RD
JACKSON, KY 41339
- (P1)** PARCEL ID: 137-00-00-041.00
CAMPBELL MICHAEL
2484 HWY 1098
JACKSON, KY 41339
- (Q1)** PARCEL ID: 137-00-00-042.00
CAMPBELL GLENN
c/o GLENN W. CAMPBELL & OTHERS
2484 HWY 1098
JACKSON, KY 41339
- (R1)** PARCEL ID: 137-00-00-043.01
ROBINSON STEPHANIE
c/o CITIZENS BANK
P.O. BOX 770
JACKSON, KY 41339
- (S1)** PARCEL ID: 137-00-00-043.00
NOBLE GLENN
2570 HWY 1098
JACKSON, KY 41339
- (T1)** PARCEL ID: 137-00-00-009.00
WILLIAMS DENNIE R.
2817 UPPER BELLBROOK RD
BELLBROOK, OH 45305-
- (U1)** PARCEL ID: 137-00-00-010.00
MURT GARY & SHEILA
89 RABBIT HUNTER LANE
JACKSON, KY 41339

EXISTING BUILDINGS
 B = BARN
 G = GARAGE
 M = MOBILE HOME
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NOTE:
 PARCEL NUMBERS ARE OF RECORD IN
 THE BREATHITT COUNTY PROPERTY
 VALUATION ADMINISTRATOR OFFICE.

- GENERAL NOTE:**
- ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BREATHITT COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON MARCH 7, 2019 AND RE-VERIFIED ON MAY 28, 2019. THE PROPERTY VALUATION ADMINISTRATION RECORDS MAY NOT REFLECT THE CURRENT OWNERS AND ADDRESSES DUE TO THE INACCURACIES AND TIME LAPSE IN UPDATING FILES. POD AND THE COUNTY PROPERTY VALUATION ADMINISTRATION EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE CONTENT AND ANY ERRORS CONTAINED IN THEIR FILES
 - THIS MAP IS FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY
 - NOT FOR RECORDING OR PROPERTY TRANSFER.



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Mark Patterson 6/10/2019
 MARK PATTERSON, PLS #3136 DATE

PREPARED BY:
POD
 POWER OF DESIGN
 11490 BLUEGRASS PARKWAY
 LOUISVILLE, KY 40299
 502.417.1252

PREPARED FOR:
MasTec

PREPARED FOR:
at&t

EXHIBIT

REV	DATE	DESCRIPTION
A	05.20.19	ISSUED FOR REVIEW
0	06.10.19	ISSUED AS FINAL

SITE INFORMATION:
QUICKSAND CREEK
 2630 HIGHWAY 1098
 JACKSON, KY 41339
 BREATHITT COUNTY

TAX PARCEL NUMBER:
 137-00-00-044.00

PROPERTY OWNER:
 EARNEST B. NOBLE
 2570 HIGHWAY 1098
 JACKSON, KY 41339

SOURCE OF TITLE:
 DEED BOOK 240, PAGE 12

SITE NUMBER:
 KYLOG081

POD NUMBER: 19-32811
DRAWN BY: DAP
CHECKED BY: MEP
SURVEY DATE: 03.12.19
PLAT DATE: 05.20.19

SHEET TITLE:
500' RADIUS AND ABUTTERS MAP

SHEET NUMBER: (1 pages)
B-2

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

SITE NAME: QUICKSAND CREEK
NOTICE SIGNS

The signs are at least (2) feet by four (4) feet in size, of durable material, with the text printed in black letters at least one (1) inch in height against a white background, except for the word “**tower**,” which is at least four (4) inches in height.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** on this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00152 in your correspondence.

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility proposes to construct a telecommunications **tower** near this site. If you have questions, please contact Pike Legal Group, PLLC, P.O. Box 369, Shepherdsville, KY 40165; telephone: (800) 516-4293, or the Executive Director, Public Service Commission, 211 Sower Boulevard, PO Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00152 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: 606-666-2451

Jackson-Breathitt County Times-Voice
P.O. Box 999
Jackson, KY 41339

RE: Legal Notice Advertisement
Site Name: Quicksand Creek

Dear Jackson-Breathitt County Times-Voice:

Please publish the following legal notice advertisement in the next edition of *The Jackson-Breathitt County Times-Voice*:

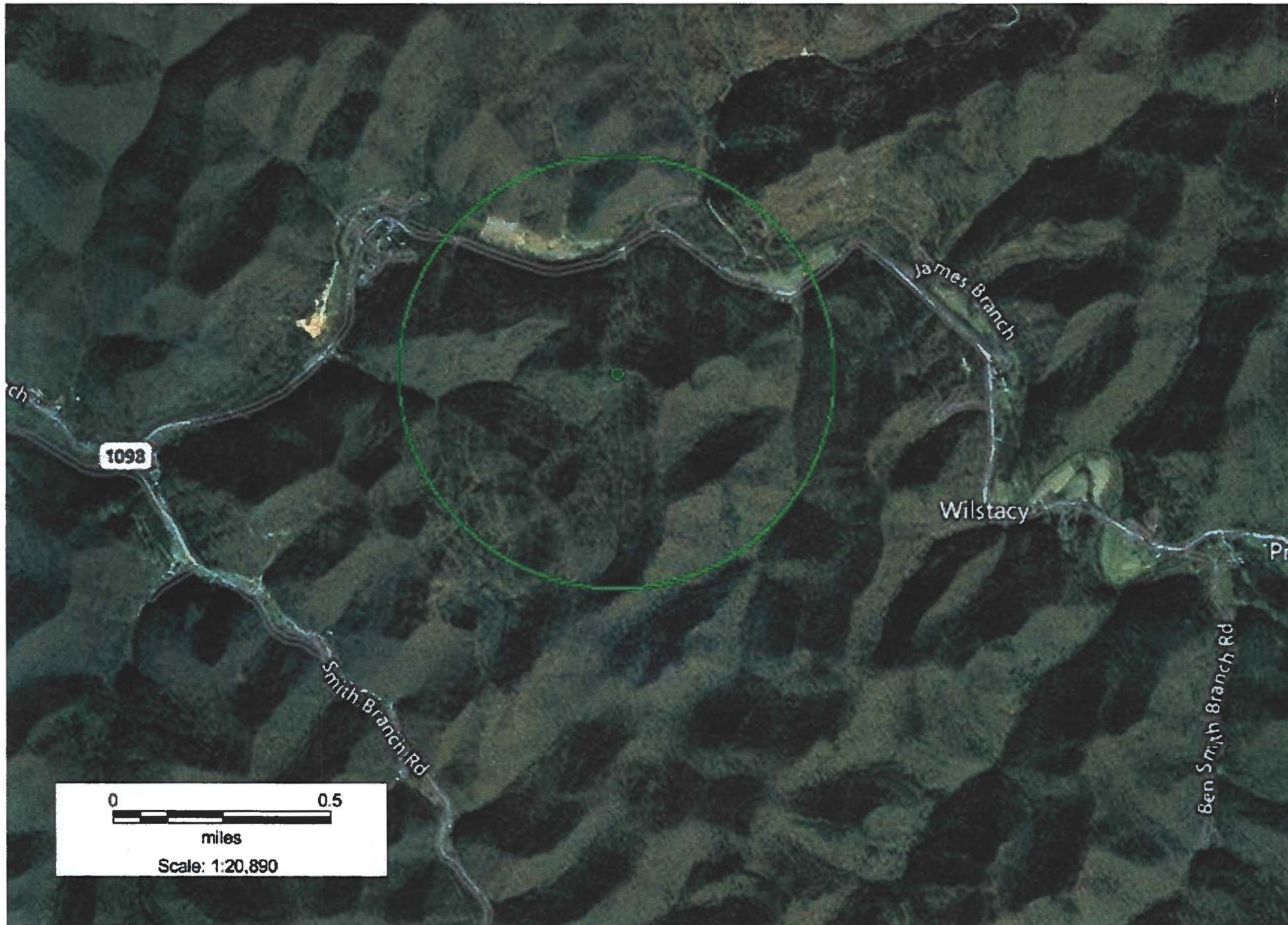
NOTICE

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility has filed an application with the Kentucky Public Service Commission ("PSC") to construct a new wireless communications facility on a site located on 2630 Highway 1098, Jackson, KY 41339 (37° 31' 39.28" North latitude, 83° 17' 58.14" West longitude). You may contact the PSC for additional information concerning this matter at: Kentucky Public Service Commission, Executive Director, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2019-00152 in any correspondence sent in connection with this matter.

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

Sincerely,
Chris Shouse
Pike Legal Group, PLLC

EXHIBIT N
COPY OF RADIO FREQUENCY DESIGN SEARCH AREA



Lat: 37.533571
Lon: -83.297261
Radius: .5 miles

Quicksand Creek Search Area