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

In the Matter of:

THE APPLICATION OF	)	
NEW CINGULAR WIRELESS PCS, LLC,	)	
A DELAWARE LIMITED LIABILITY COMPANY,	)	
D/B/A AT&T MOBILITY	)	
FOR ISSUANCE OF A CERTIFICATE OF PUBLIC	)	CASE NO.: 2020-00058
CONVENIENCE AND NECESSITY TO CONSTRUCT	)	
A WIRELESS COMMUNICATIONS FACILITY	)	
IN THE COMMONWEALTH OF KENTUCKY	)	
IN THE COUNTY OF BUTLER	)	

SITE NAME: MONFORD

\*\*\*\*\*

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

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

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

1. The complete name and address of the Applicant: New Cingular Wireless

PCS, LLC, a Delaware limited liability company, d/b/a AT&T Mobility, having a local address of Meidinger Tower, 462 S. 4<sup>th</sup> Street, Suite 2400, Louisville, 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. The Certificate of Authority filed with the Kentucky Secretary of State for the Applicant entity is attached as part of **Exhibit A** pursuant to 807 KAR 5:001: Section 14(3).

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 1237 Brownsville Road, Morgantown, KY 42261 (37° 16' 13.01" North latitude, 86° 40' 03.76" 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 David and Diana Hamlet pursuant to a Deed recorded at Deed Book 202, Page 348 in the office of the County Clerk. The proposed WCF will consist of a 195-foot tall tower, with an approximately 4-foot tall lightning arrestor attached at the top, for a total height of 199-feet. The WCF will also include concrete foundations and a shelter or cabinets to accommodate the placement of the Applicant's radio electronics equipment and appurtenant equipment. The Applicant's equipment cabinet or shelter will be approved for use in the Commonwealth of Kentucky by the relevant building inspector. The WCF compound will be fenced and all access gate(s) will be secured. A description of the manner in which the proposed WCF will be constructed is attached as **Exhibit B** and **Exhibit C**.

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

10. The site development plan and a vertical profile sketch of the WCF signed

and sealed by a professional engineer registered in Kentucky depicting the tower height, as well as a proposed configuration for the antennas of the Applicant has also been included as part of **Exhibit B**.

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

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

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

14. Documentation confirming that notice to the Kentucky Airport Zoning Commission ("KAZC") is not required is attached as **Exhibit F**.

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

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

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

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

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

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

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

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

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

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

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

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

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

25. The general area where the proposed facility is to be located is rural and heavily wooded. There are not existing residential structures within 500' of the proposed tower 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. The tower must be located at the proposed location and proposed height to provide necessary service to wireless communications users in the subject area.

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

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

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

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

Respectfully submitted,



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

## **LIST OF EXHIBITS**

- A - Certificate of Authority & 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 & 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 28<sup>th</sup> day of May, 2019, in the 227<sup>th</sup> year of the Commonwealth.



*Alison Lundergan Grimes*

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

<b>Call Sign</b> KNLG909	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 07-25-2017	<b>Effective Date</b> 08-31-2018	<b>Expiration Date</b> 08-21-2027	<b>Print Date</b>
<b>Market Number</b> BTA052	<b>Channel Block</b> F	<b>Sub-Market Designator</b> 0	
<b>Market Name</b> Bowling Green-Glasgow, KY			
<b>1st Build-out Date</b> 08-21-2002	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

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.

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

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:** KNLG909

**File Number:**

**Print Date:**

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).

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).

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:** KNLG909

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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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

<b>Call Sign</b> WPOI255	<b>File Number</b>
<b>Radio Service</b> CW - PCS Broadband	

FCC Registration Number (FRN): 0003291192

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

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:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Table with Call Sign (WQGD546), File Number, and Radio Service (AW - AWS (1710-1755 MHz and 2110-2155 MHz)).

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

This authorization is 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.

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

Conditions:

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

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

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

**Call Sign:** WQGD546

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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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

<b>Call Sign</b> WQGD757	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

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

Waivers/Conditions:

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

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

Conditions:

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

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

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

**Call Sign:** WQGD757

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
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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

<b>Call Sign</b> WQGD758	<b>File Number</b>
<b>Radio Service</b> AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

<b>Grant Date</b> 12-18-2006	<b>Effective Date</b> 02-20-2019	<b>Expiration Date</b> 12-18-2021	<b>Print Date</b>
<b>Market Number</b> BEA071	<b>Channel Block</b> C	<b>Sub-Market Designator</b> 5	
<b>Market Name</b> Nashville, TN-KY			
<b>1st Build-out Date</b>	<b>2nd Build-out Date</b>	<b>3rd Build-out Date</b>	<b>4th Build-out Date</b>

**Waivers/Conditions:**

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

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

**Conditions:**

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

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

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

**Call Sign:** WQGD758

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

REFERENCE COPY

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



Federal Communications Commission  
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NEW CINGULAR WIRELESS PCS, LLC

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

Call Sign WQGT878	File Number
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003291192

Grant Date 04-16-2007	Effective Date 08-31-2018	Expiration Date 04-16-2022	Print Date
Market Number BEA069	Channel Block C	Sub-Market Designator 0	
Market Name Evansville-Henderson, IN-KY-IL			
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, WPB Docket No. 02-353, rel. April 20, 2006.

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

**Call Sign:** WQGT878

**File Number:**

**Print Date:**

**700 MHz Relicensed Area Information:**

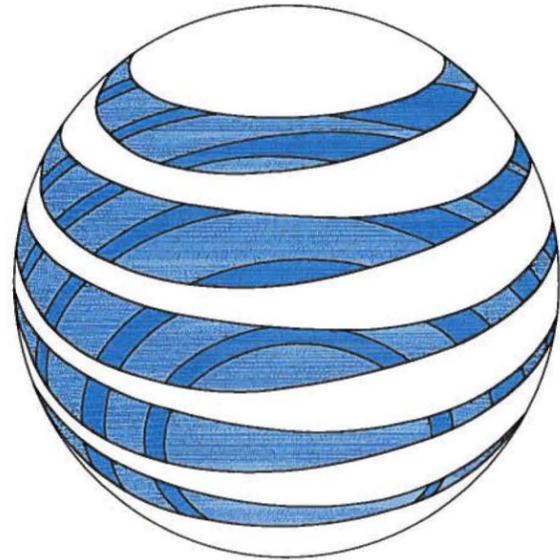
<b>Market</b>	<b>Market Name</b>	<b>Buildout Deadline</b>	<b>Buildout Notification</b>	<b>Status</b>
---------------	--------------------	--------------------------	------------------------------	---------------

Reference Copy

**EXHIBIT B**

**SITE DEVELOPMENT PLAN:**

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

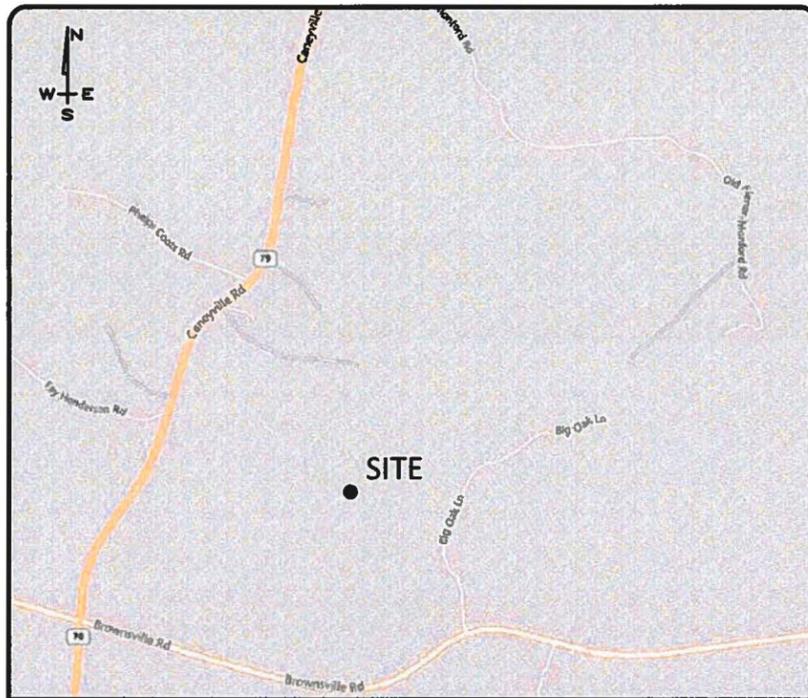


# at&t

SITE NAME:  
**MONFORD**

FA NUMBER:  
**13800753**

NEW RAW LAND SITE WITH A 195' MONOPOLE W/ 4' LIGHTNING ARRESTOR AND INSTALLATION OF A NEW VERTIV 80" X 80" WALK-IN CABINET & A GENERAC 30KW DIESEL GENERATOR ON A 10'-0" X 17'-0" CONCRETE PAD



VICINITY MAP

SCALE: NONE

**DRIVE DIRECTIONS**

FROM BUTLER COUNTY CLERK, 110 N MAIN ST, MORGANTOWN, KY 42261:

HEAD SOUTHWEST ON N MAIN ST TOWARD W G L SMITH ST 157 FT  
 TURN RIGHT AT THE 1ST CROSS STREET ONTO US-231 N/W G L SMITH ST 2.4 MI  
 TURN RIGHT ONTO KY-70 E/KY-79 N 0.9 MI  
 TURN RIGHT ONTO KY-70 E 0.9 MI  
 TURN LEFT ONTO CR-1608 0.2 MI

ARRIVE AT SITE ACCESS DRIVE, ON THE LEFT

**SCOPE OF WORK:**

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

SITE WORK: NEW TOWER, UNMANNED WALK-IN CABINET WITH GENERATOR ON A CONCRETE PAD, AND UTILITY INSTALLATIONS.

**PROJECT INFORMATION**

COUNTY: BUTLER

SITE ADDRESS: 1237 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261

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° 16' 13.01"  
LONGITUDE: -86° 40' 03.76"



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

**SHEET INDEX**

T-1	TITLE SHEET & PROJECT INFORMATION
SURVEY: B-1 TO B-1.6 B-2	SITE SURVEY 500' RADIUS AND ABUTTERS MAP
CIVIL: C-1 C-2 C-3 C-4	OVERALL SITE LAYOUT OVERALL SITE LAYOUT -CONT'D ENLARGED COMPOUND LAYOUT TOWER ELEVATION

**CONTACT INFORMATION**

**FIRE DEPARTMENT**  
MORGANTOWN FIRE DEPARTMENT  
PHONE: (270) 526-3722

**POLICE DEPARTMENT**  
MORGANTOWN POLICE DEPARTMENT  
PHONE: (270) 526-3662

**ELECTRIC COMPANY**  
WARREN RECC  
PHONE: (270) 259-3161

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

**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.

PREPARED BY:

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

PREPARED FOR:

PREPARED FOR:

EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	1.2.20	ISSUED FOR REVIEW
0	2.27.20	ISSUED AS FINAL

SITE INFORMATION:

**MONFORD**

1237 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261

BUTLER COUNTY

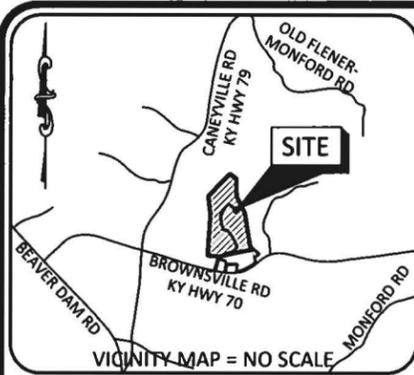
FA NUMBER:  
**13800753**

POD NUMBER: 18-28367

DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 12.27.19

SHEET TITLE:  
**TITLE SHEET & PROJECT INFORMATION**

SHEET NUMBER:  
**T-1**



**GLOBAL POSITIONING SYSTEMS NOTE**

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

**GENERAL NOTES**

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:37,033 AND HAS NOT BEEN ADJUSTED.

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THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21031C0095D, DATED JANUARY 8, 2014.

**LEGEND**

- UTILITY POLE
- GUY ANCHOR
- D.B. DEED BOOK
- PG. PAGE
- OHE OHE OHE
- OHE&T OHE&T
- X X X X
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- P.C. PLAT CABINET
- SL. SLIDE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- EX. FENCE LINE
- EX. END OF CONCRETE TILE AT ROW

**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

02/27/2020  
DATE



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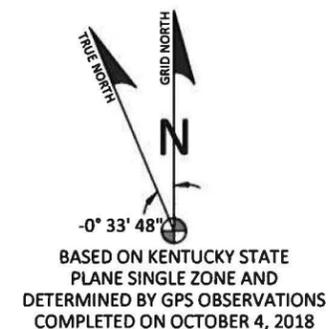
**FAA COORDINATE POINT**

NAD 83  
 LATITUDE: 37°16'13.01"  
 LONGITUDE: 86°40'03.76"  
 NAVD 88  
 ELEVATION: 606± AMSL  
 NORTHING: 3623307.244  
 EASTING: 4654214.970

**TEMPORARY BENCHMARK**

NORTHING: 3623350.814  
 EASTING: 4654155.746  
 ELEVATION: 606.43'  
 LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N03°54'W 40.4± FROM THE WEST CORNER OF THE PROPOSED LEASE AREA.

PARCEL ID: 069-00-00-005.00  
 DAVID & DIANA HAMLET  
 D.B. 202, PG. 348



BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 4, 2018

PARCEL ID: 069-00-00-006.03  
 PATRICIA C. IRELAND  
 D.B. 221, PG. 349

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	OLC COMMENTS
0	4.15.19	ISSUED AS FINAL

**SITE INFORMATION:**

**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

TAX PARCEL NUMBER:  
 069-00-00-005.00

PROPERTY OWNER:  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

SOURCE OF TITLE:  
 DEED BOOK 202, PAGE 348

SITE NUMBER:  
 KYL03669

POD NUMBER: 18-28369

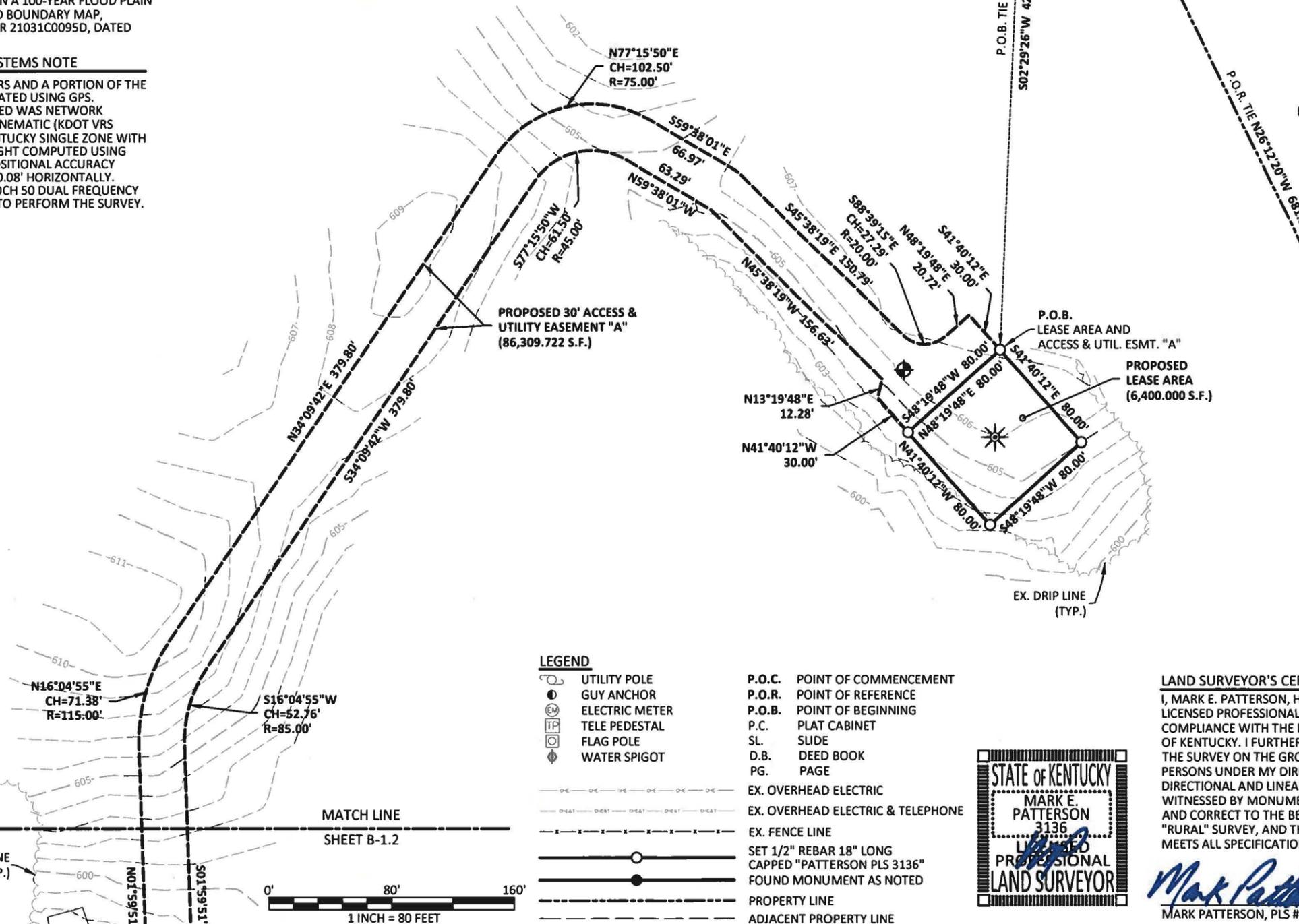
DRAWN BY: DAP  
 CHECKED BY: MEP  
 SURVEY DATE: 10.4.18  
 PLAT DATE: 10.16.18

**SHEET TITLE:**

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

SHEET NUMBER: (7 pages)

**B-1.1**



**LEGEND**

- UTILITY POLE
- GUY ANCHOR
- ELECTRIC METER
- TELE PEDESTAL
- FLAG POLE
- WATER SPIGOT
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE

- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- P.C. PLAT CABINET
- SL. SLIDE
- D.B. DEED BOOK
- PG. PAGE

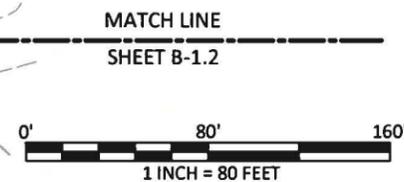
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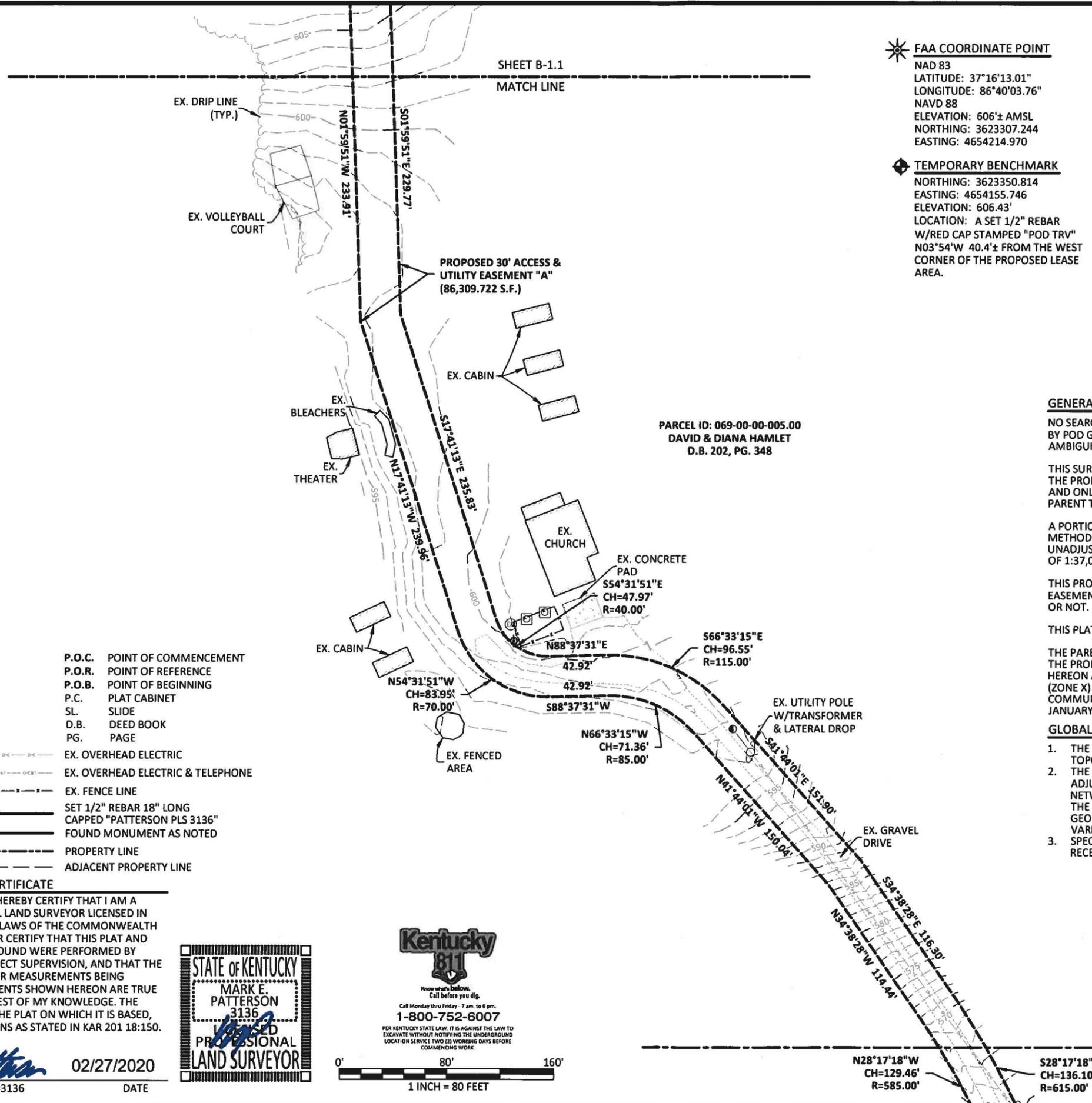
STATE OF KENTUCKY  
 MARK E. PATTERSON  
 3136  
 LICENSED  
 PROFESSIONAL  
 LAND SURVEYOR

*Mark Patterson*  
 MARK PATTERSON, PLS #3136      02/27/2020      DATE

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 Know what's below.  
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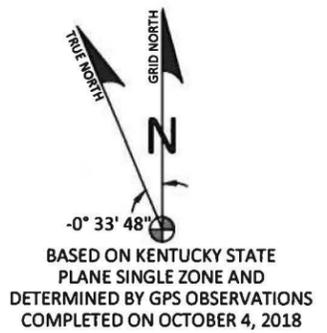


MATCH LINE  
 SHEET B-1.2



**FAA COORDINATE POINT**  
 NAD 83  
 LATITUDE: 37°16'13.01"  
 LONGITUDE: 86°40'03.76"  
 NAVD 88  
 ELEVATION: 606± AMSL  
 NORTHING: 3623307.244  
 EASTING: 4654214.970

**TEMPORARY BENCHMARK**  
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 LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N03°54'W 40.4± FROM THE WEST CORNER OF THE PROPOSED LEASE AREA.



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

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	OLC COMMENTS
D	4.15.19	ISSUED AS FINAL

**SITE INFORMATION:**  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005.00

**PROPERTY OWNER:**  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 202, PAGE 348

**SITE NUMBER:**  
 KYL03669

**POD NUMBER:** 18-28369  
**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 10.16.18

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

**SHEET NUMBER:** (7 pages)  
**B-1.2**

- LEGEND**
- UTILITY POLE
  - GUY ANCHOR
  - ELECTRIC METER
  - TELE PEDESTAL
  - FLAG POLE
  - WATER SPIGOT
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.R. POINT OF REFERENCE
  - P.O.B. POINT OF BEGINNING
  - P.C. PLAT CABINET
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  - D.B. DEED BOOK
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  - SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
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  - PROPERTY LINE
  - ADJACENT PROPERTY LINE

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*Mark Patterson*  
 MARK PATTERSON, PLS #3136  
 DATE: 02/27/2020



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0' 80' 160'  
 1 INCH = 80 FEET

MATCH LINE  
 SHEET B-1.3

**GENERAL NOTES**

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

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

A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:37,033 AND HAS NOT BEEN ADJUSTED.

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

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21031C0095D, DATED JANUARY 8, 2014.

**GLOBAL POSITIONING SYSTEMS NOTE**

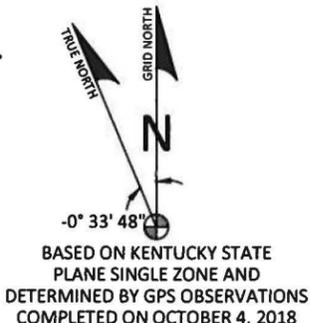
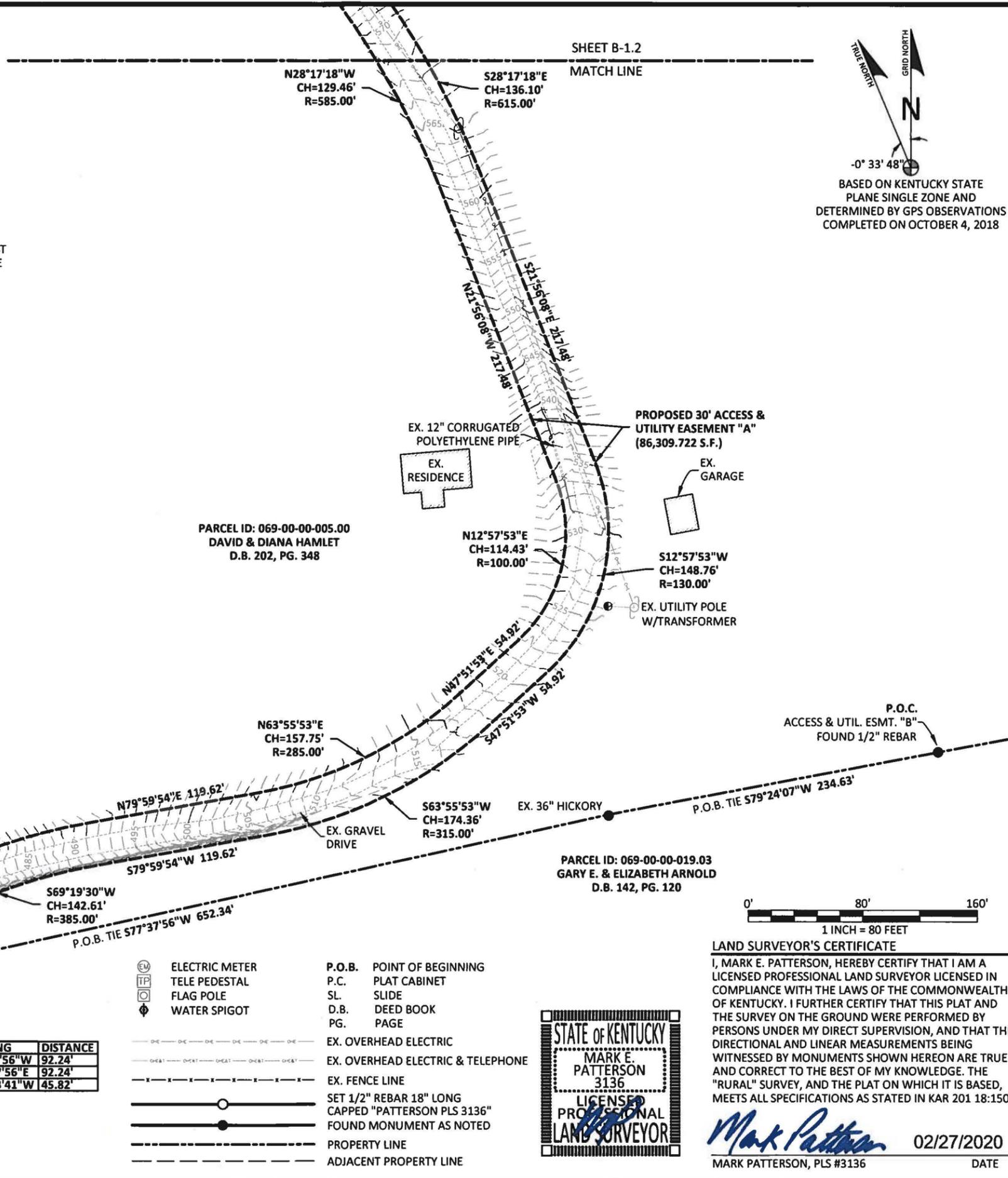
1. THE BOUNDARY CORNERS AND A PORTION OF THE TOPOGRAPHY WAS LOCATED USING GPS.
2. THE TYPE OF GPS UTILIZED WAS NETWORK ADJUSTED REAL TIME KINEMATIC (KDOT VRS NETWORK), NAD 83 KENTUCKY SINGLE ZONE WITH THE ORTHOMETRIC HEIGHT COMPUTED USING GEOID12A. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.04' TO 0.08'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

**FAA COORDINATE POINT**

NAD 83  
 LATITUDE: 37°16'13.01"  
 LONGITUDE: 86°40'03.76"  
 NAVD 88  
 ELEVATION: 606± AMSL  
 NORTHING: 3623307.244  
 EASTING: 4654214.970

**TEMPORARY BENCHMARK**

NORTHING: 3623350.814  
 EASTING: 4654155.746  
 ELEVATION: 606.43'  
 LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N03°54'W 40.4± FROM THE WEST CORNER OF THE PROPOSED LEASE AREA.



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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	OLC COMMENTS
0	4.15.19	ISSUED AS FINAL

**SITE INFORMATION:**  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY  
  
 TAX PARCEL NUMBER:  
 069-00-00-005.00  
  
 PROPERTY OWNER:  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
  
 SOURCE OF TITLE:  
 DEED BOOK 202, PAGE 348

**SITE NUMBER:**  
 KYL03669

**POD NUMBER:** 18-28369  
**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 10.16.18

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

**SHEET NUMBER:** (7 pages)  
**B-1.3**

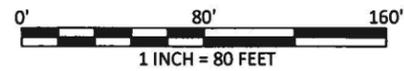
Know what's below.  
 Call before you dig.  
 Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**  
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

LINE	BEARING	DISTANCE
L1	S77°37'56"W	92.24'
L2	N77°37'56"E	92.24'
L3	N78°13'41"W	45.82'

- ELECTRIC METER
- TELE PEDESTAL
- FLAG POLE
- WATER SPIGOT
- P.O.B. POINT OF BEGINNING
- P.C. PLAT CABINET
- SL. SLIDE
- D.B. DEED BOOK
- PG. PAGE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136" FOUND MONUMENT AS NOTED
- PROPERTY LINE
- ADJACENT PROPERTY LINE

STATE OF KENTUCKY  
**MARK E. PATTERSON**  
 3136  
 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 "RURAL" SURVEY, AND THE PLAT ON WHICH IT IS BASED, MEETS ALL SPECIFICATIONS AS STATED IN KAR 201.18:150.  
  
 MARK PATTERSON, PLS #3136      02/27/2020      DATE



PARCEL ID:  
069-00-00-021.01  
ROBERT & JANICE  
COOK  
D.B. 181, PG. 240

PARCEL ID: 069-00-00-005.00  
DAVID & DIANA HAMLET  
D.B. 202, PG. 348

PROPOSED 30' ACCESS &  
UTILITY EASEMENT "A"  
(86,309.722 S.F.)

PARCEL ID: 069-00-00-026.00  
ANTNEY J. DAUGHERTY, JR. &  
ELAINE B. DAUGHERTY  
D.B. 122, PG. 666

PARCEL ID: 069-00-00-019.03  
GARY E. & ELIZABETH ARNOLD  
D.B. 142, PG. 120

PARCEL ID: 069-00-00-019.04  
CHARIECE L. GRAY  
D.B. 222, PG. 546

PARCEL ID: 069-00-00-019.00  
DARIN & KATHY B. DOCKERY  
D.B. 180, PG. 585

PARCEL ID: 069-00-00-019.02  
DARIN & KATHY B. DOCKERY  
D.B. 189, PG. 91

PARCEL ID: 069-00-00-019.01  
SHERRY L. BRATCHER  
D.B. 233, PG. 664

PARCEL ID: 069-00-00-019.05  
LESTER & TERRI BROWN  
D.B. 137, PG. 78

**GENERAL NOTES**

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A PORTION OF THIS SURVEY WAS CONDUCTED BY METHOD OF RANDOM TRAVERSE WITH SIDE SHOTS. UNADJUSTED CLOSURE EQUALS 0.09', FOR A PRECISION OF 1:37,033 AND HAS NOT BEEN ADJUSTED.

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THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

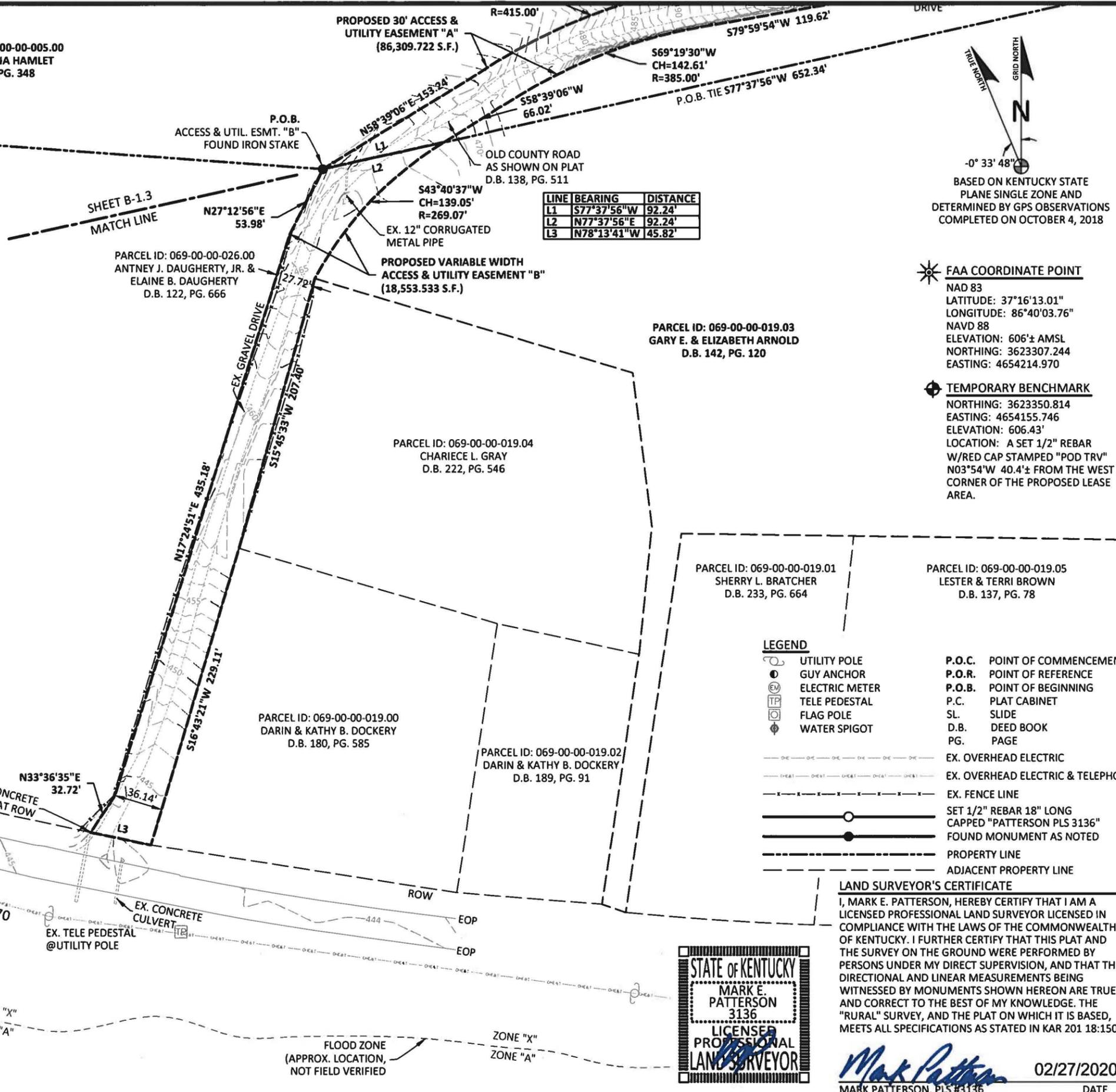
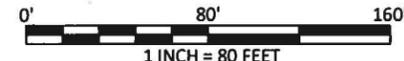
THE PARENT PARCEL, THE PROPOSED LEASE AREA, AND THE PROPOSED ACCESS & UTILITY EASEMENTS SHOWN HEREON ARE NOT LOCATED IN A 100-YEAR FLOOD PLAIN (ZONE X) PER FLOOD HAZARD BOUNDARY MAP, COMMUNITY-PANEL NUMBER 21031C0095D, DATED JANUARY 8, 2014.

**GLOBAL POSITIONING SYSTEMS NOTE**

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



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☀️ **FAA COORDINATE POINT**  
NAD 83  
LATITUDE: 37°16'13.01"  
LONGITUDE: 86°40'03.76"  
NAVD 88  
ELEVATION: 606'± AMSL  
NORTHING: 3623307.244  
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⚓ **TEMPORARY BENCHMARK**  
NORTHING: 3623350.814  
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ELEVATION: 606.43'  
LOCATION: A SET 1/2" REBAR W/RED CAP STAMPED "POD TRV" N03°54'W 40.4'± FROM THE WEST CORNER OF THE PROPOSED LEASE AREA.

**LEGEND**

- UTILITY POLE
- ⊙ GUY ANCHOR
- ⊕ ELECTRIC METER
- ⊞ TELE PEDESTAL
- ⊟ FLAG POLE
- ⊠ WATER SPIGOT
- P.O.C. POINT OF COMMENCEMENT
- ⊙ P.O.R. POINT OF REFERENCE
- ⊕ P.O.B. POINT OF BEGINNING
- ⊞ P.C. PLAT CABINET
- ⊟ SL. SLIDE
- ⊠ D.B. DEED BOOK
- PG. PAGE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD ELECTRIC & TELEPHONE
- EX. FENCE LINE
- SET 1/2" REBAR 18" LONG CAPPED "PATTERSON PLS 3136"
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
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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  
02/27/2020  
DATE

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
**at&t**

BASED ON KENTUCKY STATE PLANE SINGLE ZONE AND DETERMINED BY GPS OBSERVATIONS COMPLETED ON OCTOBER 4, 2018

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	OLC COMMENTS
0	4.15.19	ISSUED AS FINAL

**SITE INFORMATION:**  
**MONFORD**  
1237 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY  
  
TAX PARCEL NUMBER:  
069-00-00-005.00  
  
PROPERTY OWNER:  
DAVID & DIANA HAMLET  
1237 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
  
SOURCE OF TITLE:  
DEED BOOK 202, PAGE 348

SITE NUMBER:  
KYL03669  
  
POD NUMBER: 18-28369  
DRAWN BY: DAP  
CHECKED BY: MEP  
SURVEY DATE: 10.4.18  
PLAT DATE: 10.16.18

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

SHEET NUMBER: (7 pages)  
**B-1.4**

**LEGAL DESCRIPTIONS**

**PROPOSED LEASE AREA**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED LEASE AREA TO BE LEASED FROM THE PROPERTY CONVEYED TO DAVID & DIANA HAMLET AS RECORDED IN THE OFFICE OF THE CLERK OF BUTLER COUNTY, KENTUCKY AS DEED BOOK 202, PAGE 348, PARCEL ID: 069-00-00-005.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON OCTOBER 4, 2018.

COMMENCING AT A FOUND 1/2" REBAR WITH A CAP STAMPED "DE HARDIN LPLS-3406" IN THE STUMP OF A TREE IN THE COMMON CORNER TO THE PROPERTY CONVEYED TO DAVID & DIANA HAMLET AS RECORDED IN DEED BOOK 202, PAGE 348, PARCEL ID: 069-00-00-005.00 AND CORNER TO THE PROPERTY CONVEYED TO PATRICIA C. IRELAND AS RECORDED IN DEED BOOK 221, PAGE 349, PARCEL ID: 069-00-00-006.03, FOR REFERENCE SAID REBAR IS N26°12'20"W 681.01' FROM A FOUND 3/8" REBAR IN THE COMMON CORNER TO THE SAME; THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF SAID HAMLET, S02°29'26"W 429.62' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE NORTH CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE S41°40'12"E 80.00' TO A SET IPC; THENCE S48°19'48"W 80.00' TO A SET IPC; THENCE N41°40'12"W 80.00' TO A SET IPC; THENCE N48°19'48"E 80.00' TO THE POINT OF BEGINNING CONTAINING 6,400.000 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 4, 2018.

**PROPOSED 30' ACCESS & UTILITY EASEMENT "A"**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED 30' ACCESS & UTILITY EASEMENT "A" TO BE GRANTED FROM THE PROPERTY CONVEYED TO DAVID & DIANA HAMLET AS RECORDED IN THE OFFICE OF THE CLERK OF BUTLER COUNTY, KENTUCKY AS DEED BOOK 202, PAGE 348, PARCEL ID: 069-00-00-005.00, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON OCTOBER 4, 2018.

COMMENCING AT A FOUND 1/2" REBAR WITH A CAP STAMPED "DE HARDIN LPLS-3406" IN THE STUMP OF A TREE IN THE COMMON CORNER TO THE PROPERTY CONVEYED TO DAVID & DIANA HAMLET AS RECORDED IN DEED BOOK 202, PAGE 348, PARCEL ID: 069-00-00-005.00 AND CORNER TO THE PROPERTY CONVEYED TO PATRICIA C. IRELAND AS RECORDED IN DEED BOOK 221, PAGE 349, PARCEL ID: 069-00-00-006.03, FOR REFERENCE SAID REBAR IS N26°12'20"W 681.01' FROM A FOUND 3/8" REBAR IN THE COMMON CORNER TO THE SAME; THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF SAID HAMLET, S02°29'26"W 429.62' TO A SET 1/2" REBAR, 18" LONG, CAPPED "PATTERSON PLS 3136", HEREAFTER REFERRED TO AS A "SET IPC" AT THE NORTH CORNER OF THE PROPOSED LEASE AREA AND BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID LEASE AREA, S48°19'48"W 80.00' TO A SET IPC; THENCE LEAVING SAID LEASE AREA, N41°40'12"W 30.00'; THENCE N13°19'48"W 12.28'; THENCE N45°38'19"W 156.63'; THENCE N59°38'01"W 63.29'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 45.00', S77°15'50"W 61.50'; THENCE S34°09'42"W 379.80'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', S16°04'55"W 52.76'; THENCE S01°59'51"E 229.77'; THENCE S17°41'13"E 235.83'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00', S54°31'51"E 47.97'; THENCE N88°37'31"E 42.92'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', S66°33'15"E 96.55'; THENCE S41°44'01"E 151.90'; THENCE S34°38'28"E 116.30'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 615.00', S28°17'18"E 136.10'; THENCE S21°56'08"E 217.48'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00', S12°57'53"W 148.76'; THENCE S47°51'53"W 54.92'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 315.00', S63°55'53"W 174.36'; THENCE S79°59'54"W 119.62'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 385.00', S69°19'30"W 142.61'; THENCE S58°39'06"W 66.02' TO THE COMMON LINE OF SAID HAMLET AND THE PROPERTY CONVEYED TO GARY E. & ELIZABETH ARNOLD AS RECORDED IN DEED BOOK 142, PAGE 120, PARCEL ID: 069-00-00-019.03; THENCE WITH SAID COMMON LINE, S77°37'56"W 92.24' TO A FOUND IRON STAKE IN THE COMMON CORNER TO SAID HAMLET AND ARNOLD AND CORNER TO THE PROPERTY CONVEYED TO ANTNEY J. DAUGHERTY, JR. & ELAINE B. DAUGHERTY AS RECORDED IN DEED BOOK 122, PAGE 666, PARCEL ID 069-00-00-026.00; THENCE LEAVING SAID COMMON CORNER AND TRAVERSING THE LAND OF SAID HAMLET, N58°39'06"E 153.24'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 415.00', N69°19'30"E 153.72'; THENCE N79°59'54"E 119.62'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 285.00', N63°55'53"E 157.75'; THENCE N47°51'53"E 54.92'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00', N12°57'53"E 114.43'; THENCE N21°56'08"W 217.48'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 585.00', N28°17'18"W 129.46'; THENCE N34°38'28"W 114.44'; THENCE N41°44'01"W 150.04'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 85.00', N66°33'15"W 71.36'; THENCE S88°37'31"W 42.92'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00', N54°31'51"W 83.95'; THENCE N17°41'13"W 239.96'; THENCE N01°59'51"W 233.91'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00', N16°04'55"E 71.38'; THENCE N34°09'42"E 379.80'; THENCE WITH THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', N77°15'50"E 102.50'; THENCE S59°38'01"E 66.97'; THENCE S45°38'19"E 150.79'; THENCE WITH THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00', S88°39'15"E 27.29'; THENCE N48°19'48"E 20.72'; THENCE S41°40'12"E 30.00' TO THE POINT OF BEGINNING CONTAINING 86,309.722 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 4, 2018.

**PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B"**

THE FOLLOWING IS A DESCRIPTION OF THE PROPOSED VARIABLE WIDTH ACCESS & UTILITY EASEMENT "B" TO BE GRANTED FROM THE PROPERTY CONVEYED TO GARY E. & ELIZABETH ARNOLD AS RECORDED IN THE OFFICE OF THE CLERK OF BUTLER COUNTY, KENTUCKY AS DEED BOOK 142, PAGE 120, PARCEL ID: 069-00-00-019.03, WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING DATUM USED HEREIN IS BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NAD 83, FROM A REAL TIME KINEMATIC GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET REAL TIME GPS NETWORK COMPLETED ON OCTOBER 4, 2018.

COMMENCING AT A FOUND 1/2" REBAR IN THE COMMON CORNER TO THE PROPERTY CONVEYED TO DAVID & DIANA HAMLET AS RECORDED IN DEED BOOK 202, PAGE 348, PARCEL ID: 069-00-00-005.00 AND CORNER TO THE PROPERTY CONVEYED TO GARY E. & ELIZABETH ARNOLD AS RECORDED IN DEED BOOK 142, PAGE 120, PARCEL ID: 069-00-00-019.03; THENCE WITH SAID COMMON LINE FOR THE NEXT TWO CALLS, S79°24'07"W 234.63' TO A 36" HICKORY TREE; THENCE S77°37'56"W 652.34' TO A FOUND IRON STAKE IN THE COMMON CORNER TO SAID HAMLET AND ARNOLD AND CORNER TO THE PROPERTY CONVEYED TO ANTNEY J. DAUGHERTY, JR. & ELAINE B. DAUGHERTY AS RECORDED IN DEED BOOK 122, PAGE 666, PARCEL ID 069-00-00-026.00 AND BEING THE TRUE POINT OF BEGINNING; THENCE WITH THE SAME LINE OF SAID HAMLET AND ARNOLD, N77°37'56"E 92.24'; THENCE LEAVING SAID COMMON LINE AND TRAVERSING THE LAND OF SAID ARNOLD, WITH THE CHORD OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 269.07', S43°40'37"W 139.05' TO THE COMMON CORNER TO SAID ARNOLD AND THE NORTHWEST CORNER TO THE PROPERTY CONVEYED TO CHARIECE L. GRAY AS RECORDED IN DEED BOOK 222, PAGE 546, PARCEL ID: 069-00-00-019.04; THENCE WITH THE COMMON LINE OF SAID ARNOLD AND GRAY, S15°45'33"W 207.40' TO THE COMMON CORNER TO SAID ARNOLD AND GRAY AND THE NORTHWEST CORNER TO THE PROPERTY CONVEYED TO DARIN & KATHY B. DOCKERY AS RECORDED IN DEED BOOK 180, PAGE 585, PARCEL ID: 069-00-00-019.00; THENCE WITH THE COMMON LINE OF SAID ARNOLD AND DOCKERY, S16°43'21"W 229.11' TO THE NORTH LINE OF THE RIGHT OF WAY OF KENTUCKY HIGHWAY 70 AND CORNER TO SAID ARNOLD AND DOCKERY; THENCE LEAVING SAID COMMON CORNER AND WITH THE NORTH LINE OF SAID RIGHT OF WAY AND THE SOUTH LINE OF SAID ARNOLD, N78°13'41"W 45.82' TO THE END OF AN EXISTING CONCRETE TILE AT SAID RIGHT OF WAY AND BEING THE COMMON CORNER TO SAID ARNOLD AND DAUGHERTY; THENCE LEAVING SAID COMMON CORNER AND WITH THE COMMON LINE OF SAID ARNOLD AND DAUGHERTY FOR THE NEXT THREE CALLS, N33°36'35"E 32.72'; THENCE N17°24'51"E 435.18'; THENCE N27°12'56"E 53.98' TO THE POINT OF BEGINNING CONTAINING 18,553.533 SQUARE FEET AS PER SURVEY BY MARK E. PATTERSON, PLS #3136 DATED OCTOBER 4, 2018.

**REPORT OF TITLE - PARCEL 069-00-00-005.00 - DEED BOOK 202, PAGE 348**

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, ON BEHALF OF AT&T, FILE NO. 60447-KY1805-5030, REFERENCE NO. FA13800753, ISSUE DATE OF AUGUST 16, 2018. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

**SCHEDULE B**

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID :069-00-00-005.0 - LAND ASSESSMENT: \$152,000.00 - PERIOD :2017 - PAYMENT STATUS: PAID - TAX AMOUNT : \$365.84 (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-1-). MORTGAGE MADE BY DAVID HAMLET AND DIANA HAMLET, HUSBAND AND WIFE TO THE MORGANTOWN BANK & TRUST COMPANY, INC. IN THE SUM OF \$104,640.97 DATED AS OF 11/20/2015 RECORDED 11/30/2015 IN BOOK 258 PAGE 208. (MORTGAGE AS RECORDED IN BOOK 258, PAGE 208, DOES AFFECT THE PARENT PARCEL 069-00-00-005.00, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A", BUT DOES NOT AFFECT THE PARENT PARCEL 069-00-00-019.03 OR THE PROPOSED ACCESS & UTILITY EASEMENT "B".)
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (NOT A 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. OIL AND GAS LEASE BETWEEN DAVID HAMLET AND DIANE HAMLET, HUSBAND AND WIFE AND JACKFORK LAND, INC. DATED 3/31/2015 RECORDED 1/19/2016 IN BOOK 62 PAGE 362. (LEASE AS RECORDED IN BOOK 62, PAGE 362 DOES AFFECT THE PARENT PARCEL, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A", BUT DOES NOT AFFECT THE PROPOSED ACCESS & UTILITY EASEMENT "B".)

**PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 202, PAGE 348 (NOT FIELD SURVEYED)**

BEGINNING ON A STAKE IN A DRAIN WITH A WHITE OAK ON EITHER SIDE EAST AND WEST ONE POLE OFF MARKED A POINTER THIS IS A CORNER TO THE COOTS LAND AND IS WHERE THE ADARE PATTEN CROSSES THE LARUE PATTEN LINE RUNNING WITH TAYLOR'S LINE S 39 3/4 W 218 POLES TO MACK HELPS CORNER; THENCE S 67 E 34 POLES; THENCE S 71 E 30 POLES; THENCE S 82 E 29 POLES TO A STONE THENCE N 21 E 8 POLES THENCE S 88 1/2 POLES TO A DOUBLE HICKORY, THENCE E 25 POLES TO A SMALL BLACK OAK, HUNT'S CORNER; THENCE N 73 1/2 E 68 POLES TO A STONE IN HUNT'S LINE; THENCE N 12 1/2 W 76 POLES; THENCE N 35 W 14 POLES, THENCE N 34 W 27 POLES; THENCE 3 1/2 W 38 POLES TO A STONE AND SMALL WHITE OAK; THENCE 60 1/2 W 18 POLES TO THE BEGINNING, CONTAINING 123 ACRES, MORE OR LESS.

BUT THERE IS EXCEPTED AND NOT HEREIN CONVEYED FROM THE ABOVE MENTIONED TRACT 55 ACRES, MORE OR LESS OF THE ABOVE DESCRIBED LAND SOLD BY CHYLE COOTS AND CORA COOTS, HUSBAND AND WIFE, TO H.E. FLENER BY DEED DATED JULY 13, 1939 AND RECORDED IN DEED BOOK 48, PAGE 549, IN THE RECORDS OF THE OFFICE OF THE BUTLER COUNTY CLERK.



**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* 02/27/2020  
 MARK PATTERSON, PLS #3136 DATE

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

PREPARED FOR:

PREPARED FOR:

**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	OLC COMMENTS
0	4.15.19	ISSUED AS FINAL

**SITE INFORMATION:**

**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005.00

**PROPERTY OWNER:**  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 202, PAGE 348

**SITE NUMBER:**  
 KYL03669

**POD NUMBER:** 18-28369

**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 10.16.18

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

**SHEET NUMBER: (7 pages)**  
**B-1.5**

**PARENT PARCEL, LEGAL DESCRIPTION, DEED BOOK 142, PAGE 120 (NOT FIELD SURVEYED)**

**TRACT ONE:**

BEING A 14.549 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF KENTUCKY HIGHWAY 70, APPROXIMATELY MILE EAST OF THE KENTUCKY HIGHWAY 70 JUNCTION, NEAR MONFORD COMMUNITY, BUTLER COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON STAKE SET IN THE NORTHWEST RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70, SAID IRON STAKE BEING THE SOUTHWEST CORNER TO BRUCE WHITE'S TRACT OF LAND, DEED BOOK 124, AT PAGE 504, SAID IRON STAKE BEING REFERENCED N 21 DEGREES 37 MINUTES 07 SECONDS WEST, 44.00 FEET TO THE CENTER OF A TWIN BOX CULVERT AND TILE, UNDER HIGHWAY 70; THENCE FROM THE POINT OF BEGINNING WITH THE AFORESAID RIGHT OF WAY LINE, REDUCED TO THE FOLLOWING NINE (9) STRAIGHT LINE SEGMENTS; S 54 DEGREES 40 MINUTES 18 SECONDS WEST, 126.59 FEET; THENCE S 54 DEGREES 49 MINUTES 50 SECONDS WEST, 104.55 FEET; THENCE S 56 DEGREES 46 MINUTES 37 SECONDS WEST, 101.49 FEET; THENCE S 60 DEGREES 31 MINUTES 30 SECONDS WEST, 95.99 FEET; THENCE S 66 DEGREES 8 MINUTES 44 SECONDS WEST, 97.02 FEET; THENCE S 72 DEGREES 33 MINUTES 41 SECONDS WEST, 97.19 FEET; THENCE S 77 DEGREES 00 MINUTES 21 SECONDS WEST, 63.83 FEET; THENCE S 10 DEGREES 21 MINUTES 38 SECONDS EAST, 30.00 FEET; THENCE S 79 DEGREES 38 MINUTES 22 SECONDS WEST, 100.00 FEET TO A POINT IN THE AFORESAID NORTHWEST RIGHT OF WAY LINE, REFERENCED 17 FEET NORTH OF A BOX CULVERT TILE UNDER KENTUCKY HIGHWAY 70, SAID CULVERT TILE BEING THE SOUTHEAST CORNER TO JOHNNY SMITH'S TRACT OF LAND, DEED BOOK 119, AT PAGE 344; THENCE WITH SMITH'S LINE N 05 DEGREES 08 MINUTES 26 SECONDS EAST, 278.20 FEET TO AN IRON STAKE, SMITH'S NORTHWEST CORNER; THENCE WITH SMITH'S LINE N 89 DEGREES 58 MINUTES 10 SECONDS WEST, 247.48 FEET TO AN IRON STAKE IN A BRANCH, SMITH'S NORTHEAST CORNER AND THE NORTHWEST CORNER TO ADRIEL EMBRY AND MARLON MARTIN'S TRACT OF LAND, DEED BOOK 113, AT PAGE 168; THENCE WITH EMBRY AND MARTIN'S LINE N 89 DEGREES 58 MINUTES 10 SECONDS WEST, 135.87 FEET TO A STEEL POST, EMBRY AND MARTIN'S NORTHWEST CORNER; THENCE WITH EMBRY AND MARTIN'S LINE S 07 DEGREES 38 MINUTES 57 SECONDS WEST, 283.20 FEET TO AN IRON STAKE, EMBRY AND MARTIN'S SOUTHWEST CORNER, LOCATED IN THE NORTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70; THENCE WITH A LINE ALONG THE NORTH SIDE OF SAID HIGHWAY N 71 DEGREES 52 MINUTES 19 SECONDS WEST, 18.73 FEET TO A STEEL POST LOCATED ON THE NORTH SIDE OF KENTUCKY HIGHWAY 70, SAID STEEL POST BEING THE SOUTHEAST CORNER TO LENDEL DOCKERY'S TRACT OF LAND, DEED BOOK 112 AT PAGE 356; THENCE WITH DOCKERY'S LINE N 07 DEGREES 45 MINUTES 24 SECONDS EAST, 186.87 FEET TO A WOOD POST, DOCKERY'S NORTHEAST CORNER; THENCE WITH DOCKERY'S LINE N 78 DEGREES 37 MINUTES 27 SECONDS WEST, 108.00 FEET TO A STEEL POST, THE NORTHWEST CORNER TO DOCKERY'S TRACT OF LAND AND THE NORTHEAST CORNER TO LINDELL DOCKERY'S TRACT OF LAND, DEED BOOK 120 AT PAGE 170; THENCE WITH DOCKERY'S LINE N 74 DEGREES 39 MINUTES 24 SECONDS WEST, 200.76 FEET TO AN ELM TREE, DOCKERY'S NORTHWEST CORNER LOCATED ON THE EAST SIDE OF AN OLD COUNTY ROAD; THENCE WITH DOCKERY'S LINE ALONG THE EAST SIDE OF SAID ROAD S 15 DEGREES 58 MINUTES 22 SECONDS WEST, 229.11 FEET TO A STEEL POST, DOCKERY'S SOUTHWEST CORNER LOCATED ON THE EAST SIDE OF THE AFORESAID OLD COUNTY ROAD AND THE NORTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70; THENCE WITH SAID RIGHT OF WAY LINE, CROSSING THE OLD COUNTY ROAD N 78 DEGREES 58 MINUTES 40 SECONDS WEST, 45.82 FEET TO THE END OF A CONCRETE TILE, IN THE NORTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70; THENCE N 32 DEGREES 51 MINUTES 36 SECONDS EAST, 32.72 FEET TO A MAPLE TREE, LOCATED IN AN OLD FENCELINE ALONG THE SOUTHWEST SIDE OF THE AFORESAID OLD ROAD, SAID MAPLE BEING A CORNER TO ANTNEY DAUGHERTY'S TRACT OF LAND, DEED BOOK 122 AT PAGE 666; THENCE WITH DAUGHERTY'S LINE, FOLLOWING THE AFORESAID OLD FENCELINE ALONG THE SOUTHWEST SIDE OF THE OLD ROAD N 16 DEGREES 39 MINUTES 52 SECONDS EAST, 435.18 FEET TO A POINT WHERE SAID FENCELINE TURNS; LEAVING THE FENCELINE N 26 DEGREES 27 MINUTES 57 SECONDS EAST, 53.98 FEET TO AN IRON STAKE LOCATED ON THE SOUTHWEST SIDE OF THE OLD COUNTY ROAD, SAID STAKE BEING A CORNER TO NEEL CARTWRIGHT AND WEATHER'S TRACT OF LAND, DEED BOOK 108 AT PAGE 174; THENCE WITH WEATHER'S LINE N 76 DEGREES 52 MINUTES 57 SECONDS EAST, 652.34 FEET TO A HICKORY TREE; THENCE N 78 DEGREES 39 MINUTES 08 SECONDS EAST, 234.63 FEET TO A STEEL POST; THENCE CONTINUING N 78 DEGREES 39 MINUTES 08 SECONDS EAST, 293.88 FEET TO AN IRON STAKE, THE SOUTHEAST CORNER TO NEEL CARTWRIGHT AND WEATHER'S TRACT OF LAND, LOCATED IN THE WEST LINE OF BRUCE WHITE'S TRACT OF LAND, DEED BOOK 124 AT PAGE 504; THENCE WITH WHITE'S LINE S 21 DEGREES 37 MINUTES 07 SECONDS EAST, 461.24 FEET TO THE POINT OF BEGINNING, CONTAINING 14.549 ACRES BY BDM RELATED SURVEY, PERFORMED BY MARK P. JOHNSON, KENTUCKY REG. L.S. #2557 ON JANUARY 5, 1991, USING A MAGNETIC NORTH BEARING TAKEN ALONG THE NORTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70.

THERE IS EXCEPTED THEREFROM THE FOLLOWING DESCRIBED TRACT, CONVEYED TO LENDEL & THELMA DOCKERY BY DEED FROM L. RICHARDS, UNMARRIED, DATED FEBRUARY 18, 1995, OF RECORD IN DEED BOOK 139, PAGE 117, IN THE BUTLER COUNTY COURT CLERK'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEING A 1.343 ACRE TRACT OF LAND LOCATED APPROXIMATELY 200 FEET NORTH OF KY. HWY. 70, MILE EAST OF THE KY. HWY. 79 JUNCTION, NEAR MONFORD, BUTLER COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A FENCE POST FOUND ON THE WEST SIDE OF AN OLD ROADWAY, SAID POST BEING THE NORTHEAST CORNER TO LINDEL DOCKERY'S TRACT OF LAND, DEED BOOK 112 AT PAGE 356, RECORDS OF THE BUTLER COUNTY COURT CLERK'S OFFICE; THENCE WITH AN EXISTING FENCE ALONG DOCKERY'S LINE N 78 DEG. 37 MIN. 27 SEC. W., 108.00 FEET TO A STEEL POST, THE NORTHWEST CORNER TO DOCKERY'S TRACT, DEED BOOK 112, AT PAGE 356 AND THE NORTHEAST CORNER TO DOCKERY'S TRACT, DEED BOOK 120, AT PAGE 170; THENCE CONTINUING WITH DOCKERY'S LINE N 74 DEG. 39 MIN. 24 SEC. W., 200.76 FEET TO AN ELM TREE, THE NORTHWEST CORNER TO DOCKERY'S TRACT, LOCATED ON THE EAST SIDE OF A GRAVEL DRIVE; THENCE WITH A NEW DIVISION LINE, ON THE EAST SIDE OF THE AFORESAID DRIVE, N 15 DEG. 00 MIN. 34 SEC. B, 207.40 FEET TO A STEEL POST, A NEW CORNER LOCATED ON THE EAST SIDE OF THE GRAVEL DRIVE; THENCE WITH ANOTHER NEW DIVISION LINE S 74 DEG. 21 MIN. 57 SEC. E, 247.63 FEET TO A STEEL POST, A NEW CORNER LOCATED ON THE WEST SIDE OF A OLD ROADWAY; THENCE WITH THE FOLLOWING TWO (2) CALLS ALONG THE WEST SIDE OF THE AFORESAID OLD ROADWAY, BEING A NEW DIVISION LINE S 07 DEG. 47 MIN. 37 SEC. E, 114.56 FEET TO A STEEL POST, A NEW CORNER; THENCE S 04 DEG. 58 MIN. 39 SEC. W, 94.87 FEET TO THE POINT OF BEGINNING, CONTAINING 1.343 ACRES BY EDM RELATED SURVEY, PERFORMED BY MARK P. JOHNSON, KY. REG. L.S. #2557 ON 2-1195, USING A DEED BEARING TAKEN FROM THE PARENT TRACT ALONG LENDEL DOCKERY'S LINE.

**TRACT TWO:**

BEING A 1.00 ACRE TRACT OF LAND LOCATED NORTH OF KENTUCKY HIGHWAY 70 NEAR MONFORD COMMUNITY, BUTLER COUNTY, KENTUCKY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON AN IRON STAKE LOCATED IN THE EAST LINE OF SCOTT PORTER'S TRACT OF LAND, DEED BOOK 119 AT PAGE 31, SAID IRON STAKE BEING REFERENCED N 21 DEGREES 37 MINUTES 07 SECONDS W, 220.00 FEET TO THE CENTER OF A TWIN CULVERT TILE UNDER KENTUCKY HIGHWAY 70; THENCE WITH A NEW DIVISION LINE TO BRUCE WHITE AND SCOTT PORTER N 54 DEGREES 50 MINUTES 36 SECONDS E, 203.63 FEET TO AN IRON STAKE, ANOTHER NEW CORNER TO WHITE AND PORTER; THENCE WITH A NEW DIVISION LINE N 48 DEGREES 23 MINUTES 24 SECONDS W, 439.51 FEET TO A 24 INCH OAK, WITH AN OLD FENCELINE, ALONG THE EAST SIDE OF NEEL CARTWRIGHT AND WEATHER'S TRACT OF LAND, DEED BOOK 108 AT PAGE 174; THENCE WITH WEATHERS' LINE S 21 DEGREES 37 MINUTES 07 SECONDS E, 154.87 FEET TO AN IRON STAKE, THE SOUTHEAST CORNER TO WEATHERS' TRACT AND THE NORTHEAST CORNER TO SCOTT PORTER'S TRACT OF LAND; THENCE WITH PORTER'S LINE S 21 DEGREES 37 MINUTES 07 SECONDS E, 285.20 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE BY BDM RELATED SURVEY, PERFORMED BY MARK P. JOHNSON, KENTUCKY REG. L.S. #2557 ON JANUARY 5, 1991, USING A MAGNETIC NORTH BEARING TAKEN ALONG THE NORTH RIGHT OF WAY LINE OF KENTUCKY HIGHWAY 70.

**REPORT OF TITLE - PARCEL 069-00-00-019.03 - DEED BOOK 142, PAGE 120**

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY POD GROUP, LLC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENTS, AUGMENTING EASEMENTS, IMPLIED OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE AND THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY US TITLE SOLUTIONS, FOR THE BENEFIT OF MASTEC NETWORK SOLUTIONS, ON BEHALF OF AT&T, FILE NO. 62811-KY1902-5030, REFERENCE NO. 13800753-1, ISSUE DATE OF FEBRUARY 27, 2019. THE FOLLOWING COMMENTS ARE IN REGARD TO SAID REPORT.

**SCHEDULE B**

1. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER AND ASSESSMENTS SET FORTH IN SCHEDULE HEREIN. TAX ID :69-00-00-019.03 - PERIOD :2018 - PAYMENT STATUS: PAID - TAX AMOUNT : \$356.33 - OTHER INFORMATION : 2018 TAXES IN THE AMOUNT OF \$356.33 WERE PAID IN THE DISCOUNTED AMOUNT OF \$349.70 (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)
2. MORTGAGES RETURNED HEREIN. (-1-). MORTGAGE MADE BY GARY E. ARNOLD AND ELIZABETH A. ARNOLD, HUSBAND AND WIFE TO QUICKEN LOANS INC. IN THE SUM OF \$80,175.00 DATED AS OF 3/23/2016 RECORDED 5/6/2016 IN BOOK 261 PAGE 464. (MORTGAGE AS RECORDED IN BOOK 261, PAGE 464, DOES AFFECT THE PARENT PARCEL 069-00-00-019.03 AND THE PROPOSED ACCESS & UTILITY EASEMENT "B", BUT DOES NOT AFFECT THE PARENT PARCEL 069-00-00-005.00, THE PROPOSED LEASE AREA AND THE PROPOSED ACCESS & UTILITY EASEMENT "A".)
3. ANY STATE OF FACTS WHICH AN ACCURATE SURVEY MIGHT SHOW OR SURVEY EXCEPTIONS SET FORTH HEREIN. (POD GROUP, LLC DID NOT PERFORM A BOUNDARY SURVEY, THEREFORE WE DID NOT ADDRESS THIS ITEM.)
4. RIGHTS OF TENANTS OR PERSON IN POSSESSION. (NOT A SURVEY MATTER, THEREFORE POD GROUP, LLC DID NOT EXAMINE OR ADDRESS THIS ITEM.)

**(JUDGMENTS)**

5. NONE OF RECORD

**(COVENANTS/RESTRICTIONS)**

6. NONE OF RECORD

**(EASEMENTS AND RIGHTS OF WAY)**

7. NONE OF RECORD

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

PREPARED FOR:  


PREPARED FOR:  


**SITE SURVEY**

REV.	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	OLC COMMENTS
0	4.15.19	ISSUED AS FINAL

**SITE INFORMATION:**  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005.00

**PROPERTY OWNER:**  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 202, PAGE 348

**SITE NUMBER:**  
 KYL03669

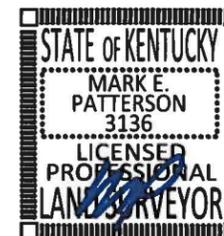
**POD NUMBER:** 18-28369  
**DRAWN BY:** DAP  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 10.16.18

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

**SHEET NUMBER:** (7 pages)  
**B-1.6**

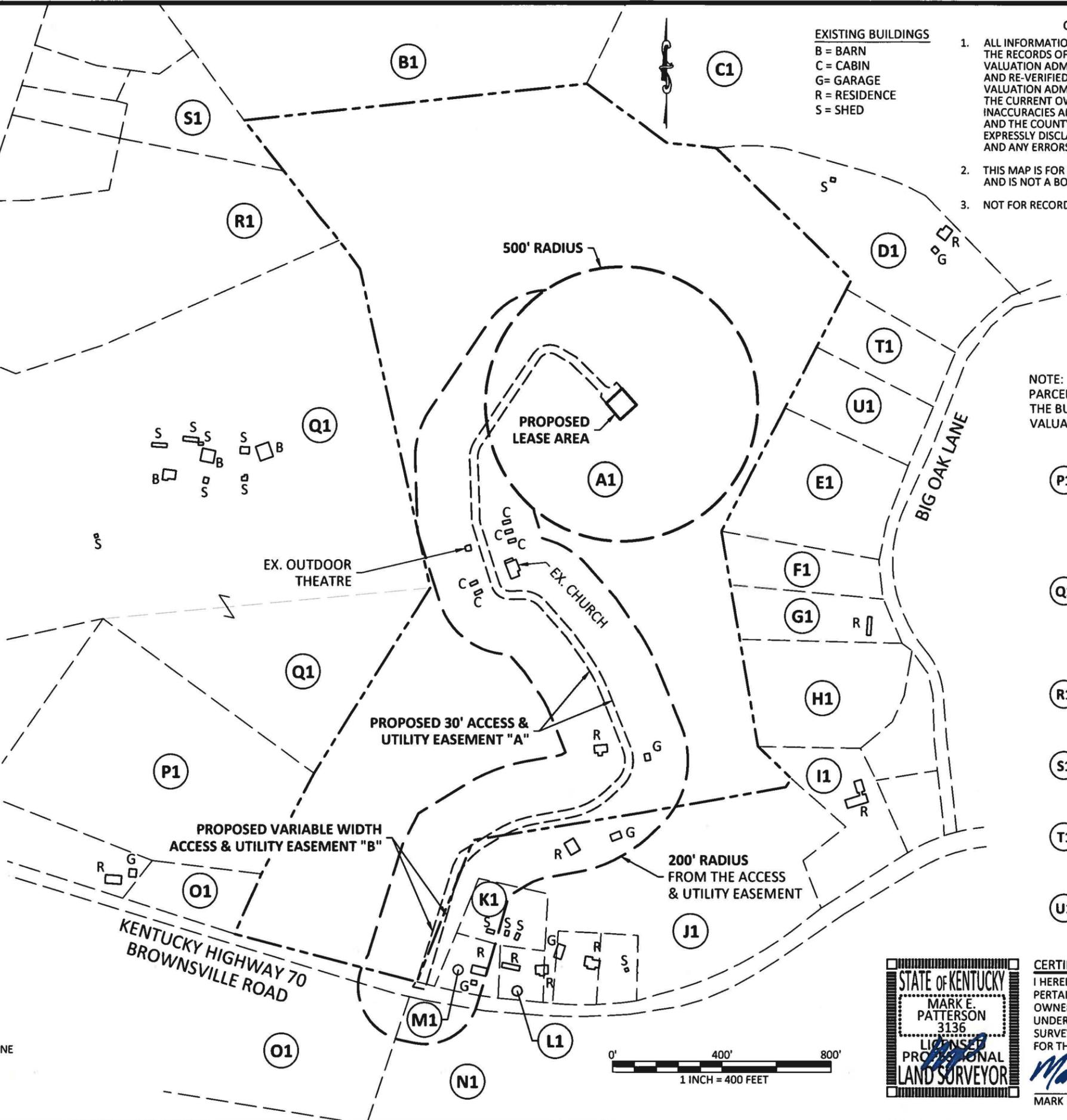
**LAND SURVEYOR'S CERTIFICATE**

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* 02/27/2020  
 MARK PATTERSON, PLS #3136 DATE

- (A1)** PARCEL ID: 069-00-00-005.00  
HAMLET DAVID & DIANA  
1237 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (B1)** PARCEL ID: 069-00-00-001.00  
EMBRY MCCOY & BURKE  
1928 CANEYVILLE RD  
MORGANTOWN KY 42261
- (C1)** PARCEL ID: 069-00-00-006.03  
IRELAND PATRICIA C  
PO BOX 124  
LEWISBURG KY 42256
- (D1)** PARCEL ID: 069-00-00-006.17  
AUDETTE BRIAN N  
363 BIG OAK LN  
MORGANTOWN KY 42261
- (E1)** PARCEL ID: 069-00-00-006.12  
IRELAND PATRICIA C  
PO BOX 124  
LEWISBURG KY 42256
- (F1)** PARCEL ID: 069-00-00-006.09  
TODD ROY & VIRGINIA  
PO BOX 1654  
MORGANTOWN KY 42261
- (G1)** PARCEL ID: 069-00-00-006.10  
CARDWELL TOMMY & REDELL  
73 HATCHER RD  
MORGANTOWN KY 42261
- (H1)** PARCEL ID: 069-00-00-006.08  
IRELAND PATRICIA C  
PO BOX 124  
LEWISBURG KY 42256
- (I1)** PARCEL ID: 069-00-00-006.07  
PERRY KENNETH & PAMELA  
1615 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (J1)** PARCEL ID: 069-00-00-019.03  
ARNOLD GARY  
1245 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (K1)** PARCEL ID: 069-00-00-019.04  
GRAY CHARIECE L  
68 WOODCOCK LN  
MORGANTOWN KY 42261
- (L1)** PARCEL ID: 069-00-00-019.002  
DOCKERY DARIN & KATHY  
1255 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (M1)** PARCEL ID: 069-00-00-019.00  
DOCKERY DARIN & KATHY  
1255 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (N1)** PARCEL ID: 069-00-00-027.00  
DYER ELWOOD & DIANE  
PO BOX 140  
ABERDEEN KY 42201
- (O1)** PARCEL ID: 069-00-00-026.00  
DAUGHERTY ANTNEY JR & ELAINE  
877 BROWNSVILLE RD  
MORGANTOWN KY 42261



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

- GENERAL NOTE:**
1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BUTLER COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON OCTOBER 4, 2018 AND RE-VERIFIED ON DECEMBER 27, 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.

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

- (P1)** PARCEL ID: 069-00-00-021.01  
COOK ROBERT  
%MICHAEL JACKSON  
1043 BROWNSVILLE RD  
MORGANTOWN KY 42261
- (Q1)** PARCEL ID: 069-00-00-022.00 & 069-00-00-021.00  
COOK ROBERT & JANICE  
PO BOX 89  
ABERDEEN KY 42201
- (R1)** PARCEL ID: 069-00-00-003.05  
HACK TRACY  
1274 CANEYVILLE RD  
MORGANTOWN KY 42261
- (S1)** PARCEL ID: 069-00-00-003.04  
HACK KAYLA  
1274 CANEYVILLE RD  
MORGANTOWN KY 42261
- (T1)** PARCEL ID: 069-00-00-006.11  
HARTLEY JERRIAHMY & STACY  
M327 BIG OAK LN  
MORGANTOWN KY 42261
- (U1)** PARCEL ID: 069-00-00-006.14  
CARDWELL CHAD & ASHLEY  
309 BIG OAK LN  
MORGANTOWN KY 42261



**CERTIFICATE**  
 I HEREBY CERTIFY THAT THIS EXHIBIT PERTAINING TO THE ADJOINING PROPERTY OWNERS PER PVA RECORDS WAS PREPARED UNDER MY DIRECT SUPERVISION. NO BOUNDARY SURVEYING OF ANY KIND HAS BEEN PERFORMED FOR THIS EXHIBIT.  
*Mark Patterson*  
 MARK PATTERSON, PLS #3136      02/27/2020  
 DATE

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

PREPARED FOR:

PREPARED FOR:

**REVISIONS**

REV.	DATE	DESCRIPTION
A	12.27.19	ISSUED FOR REVIEW
0	2.26.20	ISSUED AS FINAL

**SITE INFORMATION:**  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005.00

**PROPERTY OWNER:**  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 202, PAGE 348

**SITE NUMBER:**  
 KYL03669

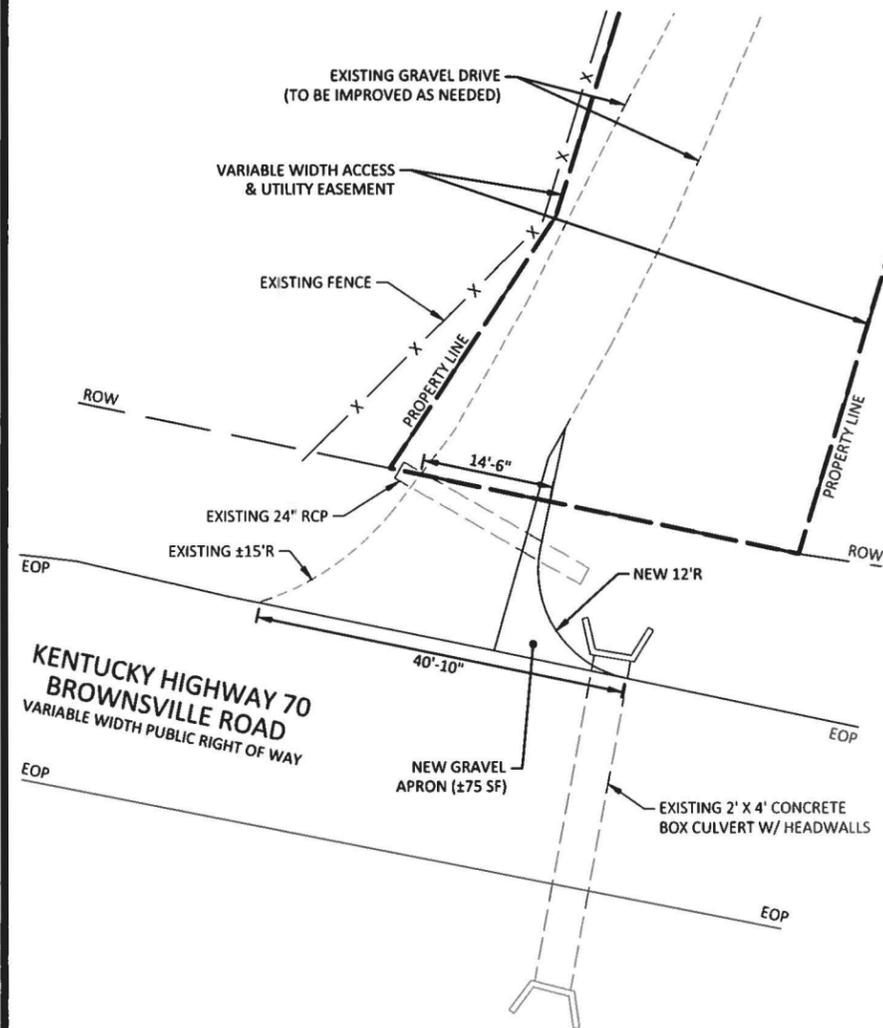
**POD NUMBER:** 18-28370  
**DRAWN BY:** JRS  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 12.27.19

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

**SHEET NUMBER:**  
**B-2**



**CONTRACTOR TO MAINTAIN A STABLE & CLEAN ENTRANCE BY PREVENTING MUD & DEBRIS FROM BEING TRACKED ONTO ROADWAY**

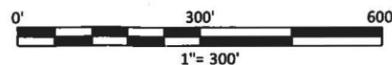
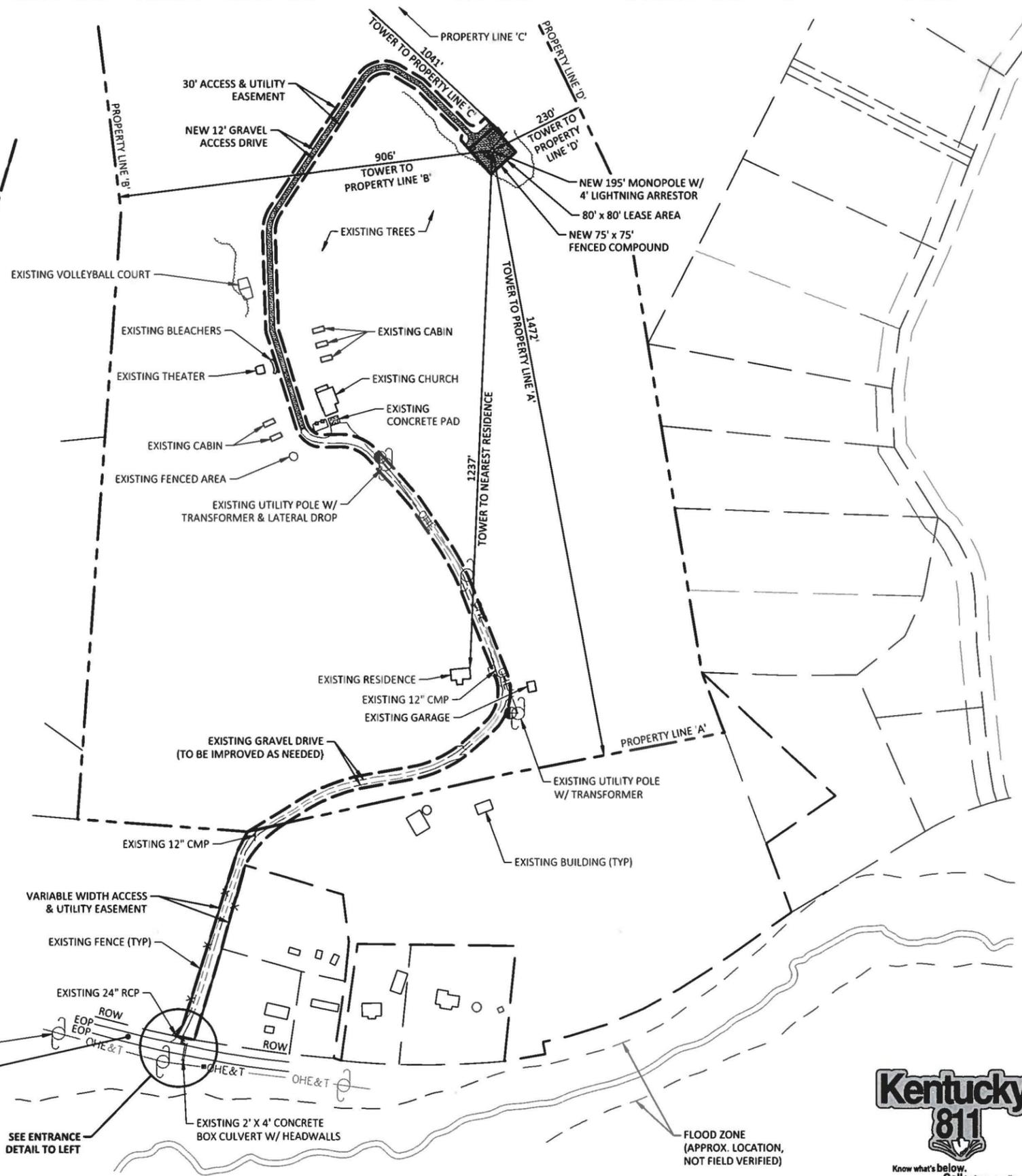


**ENTRANCE DETAIL**  
SCALE 1"=20'

**LEGEND**

- UTILITY POLE
- GUY ANCHOR
- ROW RIGHT OF WAY
- EOP EDGE OF PAVEMENT
- EXISTING PROPERTY LINE
- ACCESS & UTILITY EASEMENT
- NEW FENCE LINE
- EXISTING FENCE LINE
- EXISTING RIGHT OF WAY
- EXISTING UTILITY EASEMENT
- OHE&T EXISTING OVERHEAD ELECTRIC & TELEPHONE
- EXISTING GRAVEL

**KENTUCKY HIGHWAY 70  
BROWNSVILLE ROAD**  
VARIABLE WIDTH PUBLIC RIGHT OF WAY

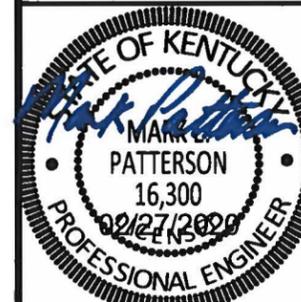


Know what's below.  
Call before you dig.  
Call Monday thru Friday - 7 am. to 6 pm.  
**1-800-752-6007**  
PER KENTUCKY STATE LAW, IT IS AGAINST THE LAW TO EXCAVATE WITHOUT NOTIFYING THE UNDERGROUND LOCATION SERVICE TWO (2) WORKING DAYS BEFORE COMMENCING WORK.

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
 **at&t**



EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	1.2.20	ISSUED FOR REVIEW
0	2.27.20	ISSUED AS FINAL

**SITE INFORMATION:**

**MONFORD**

1237 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261

BUTLER COUNTY

FA NUMBER:  
**13800753**

POD NUMBER: 18-28367

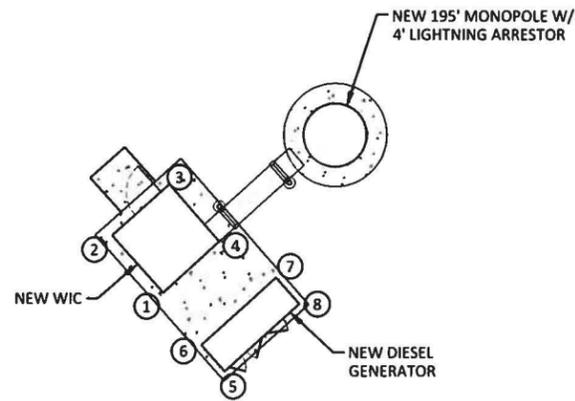
DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 12.27.19

SHEET TITLE:

**OVERALL SITE LAYOUT**

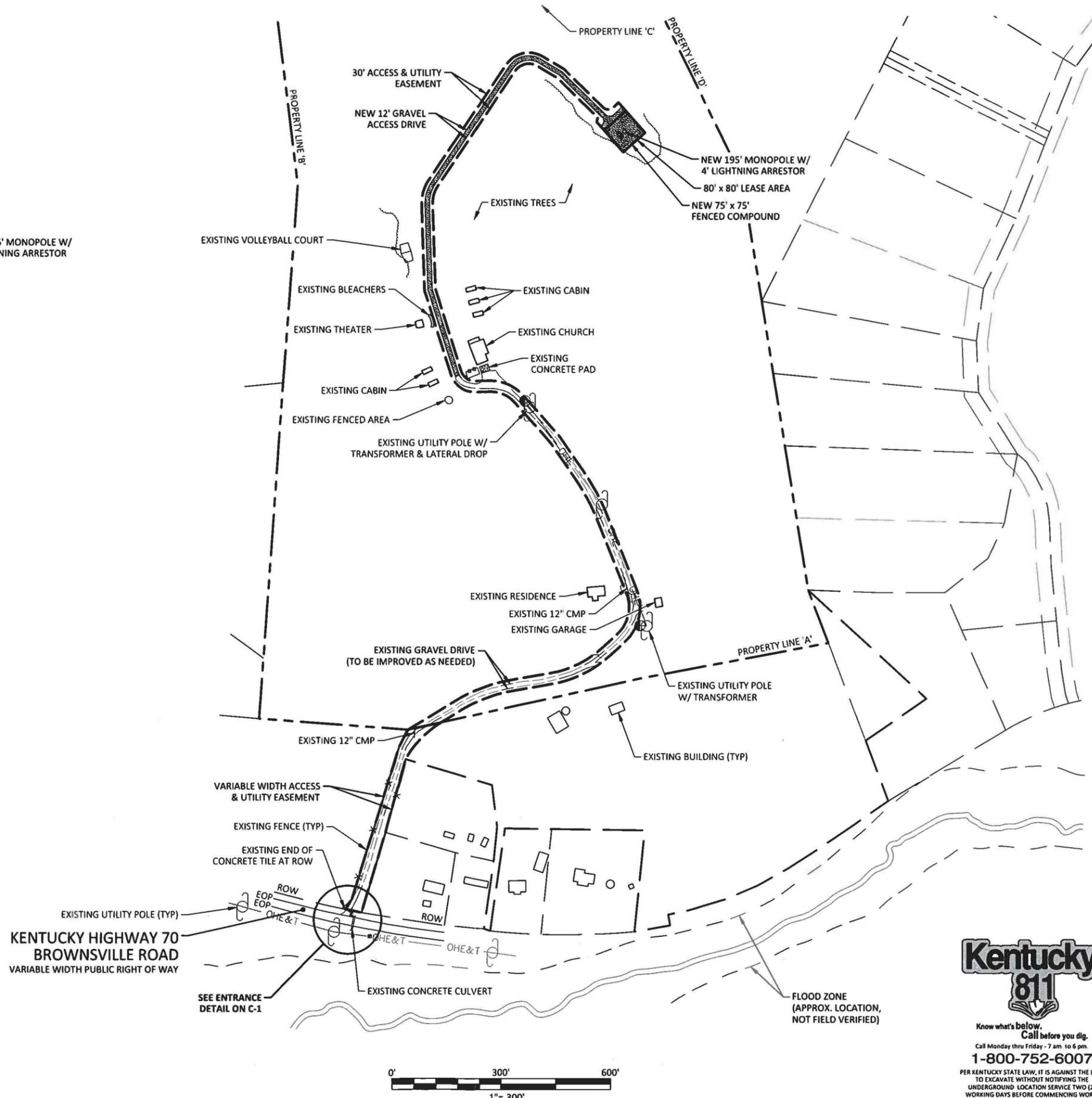
SHEET NUMBER:

**C-1**



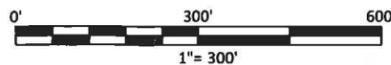
PROPERTY LINE	EQUIPMENT	DISTANCE
A	1	1465'
B	2	890'
C	3	1038'
D	4	247'
A	5	1458'
B	6	897'
C	7	1050'
D	8	243'

**EQUIPMENT ENLARGEMENT**  
NOT TO SCALE



**LEGEND**

	UTILITY POLE		ROW RIGHT OF WAY
	GUY ANCHOR		EOP EDGE OF PAVEMENT
	EXISTING PROPERTY LINE		ACCESS & UTILITY EASEMENT
	NEW FENCE LINE		EXISTING FENCE LINE
	EXISTING RIGHT OF WAY		EXISTING UTILITY EASEMENT
	EXISTING OVERHEAD ELECTRIC & TELEPHONE		EXISTING GRAVEL



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.

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

PREPARED FOR:  
**MasTec**

PREPARED FOR:  
 **at&t**



EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	1.2.20	ISSUED FOR REVIEW
0	2.27.20	ISSUED AS FINAL

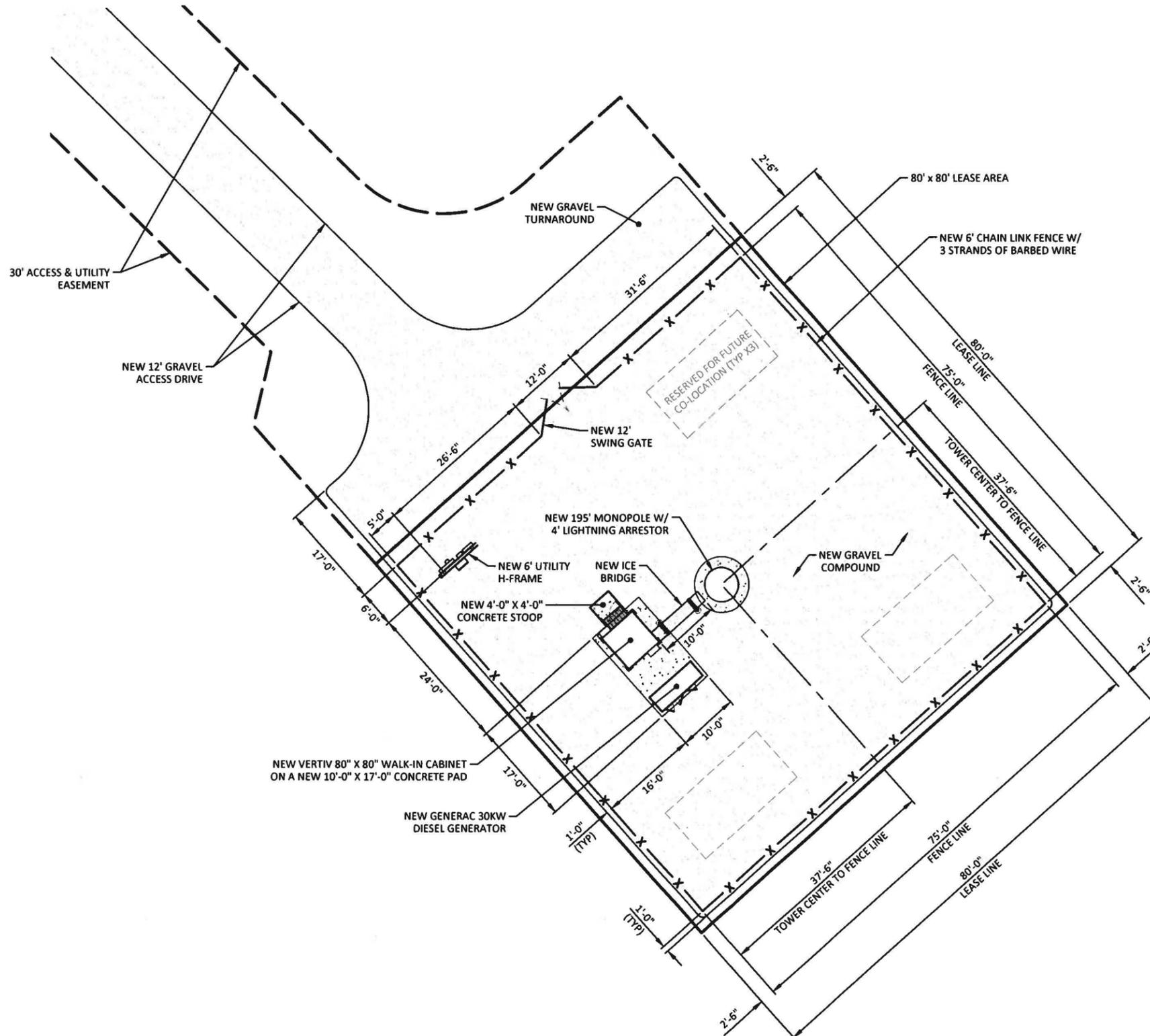
SITE INFORMATION:

**MONFORD**  
1237 BROWNSVILLE ROAD  
MORGANTOWN, KY 42261  
BUTLER COUNTY  
FA NUMBER:  
13800753

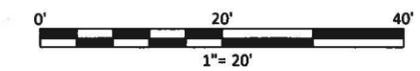
POD NUMBER: 18-28367  
DRAWN BY: JER  
CHECKED BY: MEP  
DATE: 12.27.19

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

SHEET NUMBER:  
**C-2**



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



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

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

PREPARED FOR:

PREPARED FOR:

EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	1.2.20	ISSUED FOR REVIEW
0	2.27.20	ISSUED AS FINAL

SITE INFORMATION:  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY  
 FA NUMBER:  
**13800753**

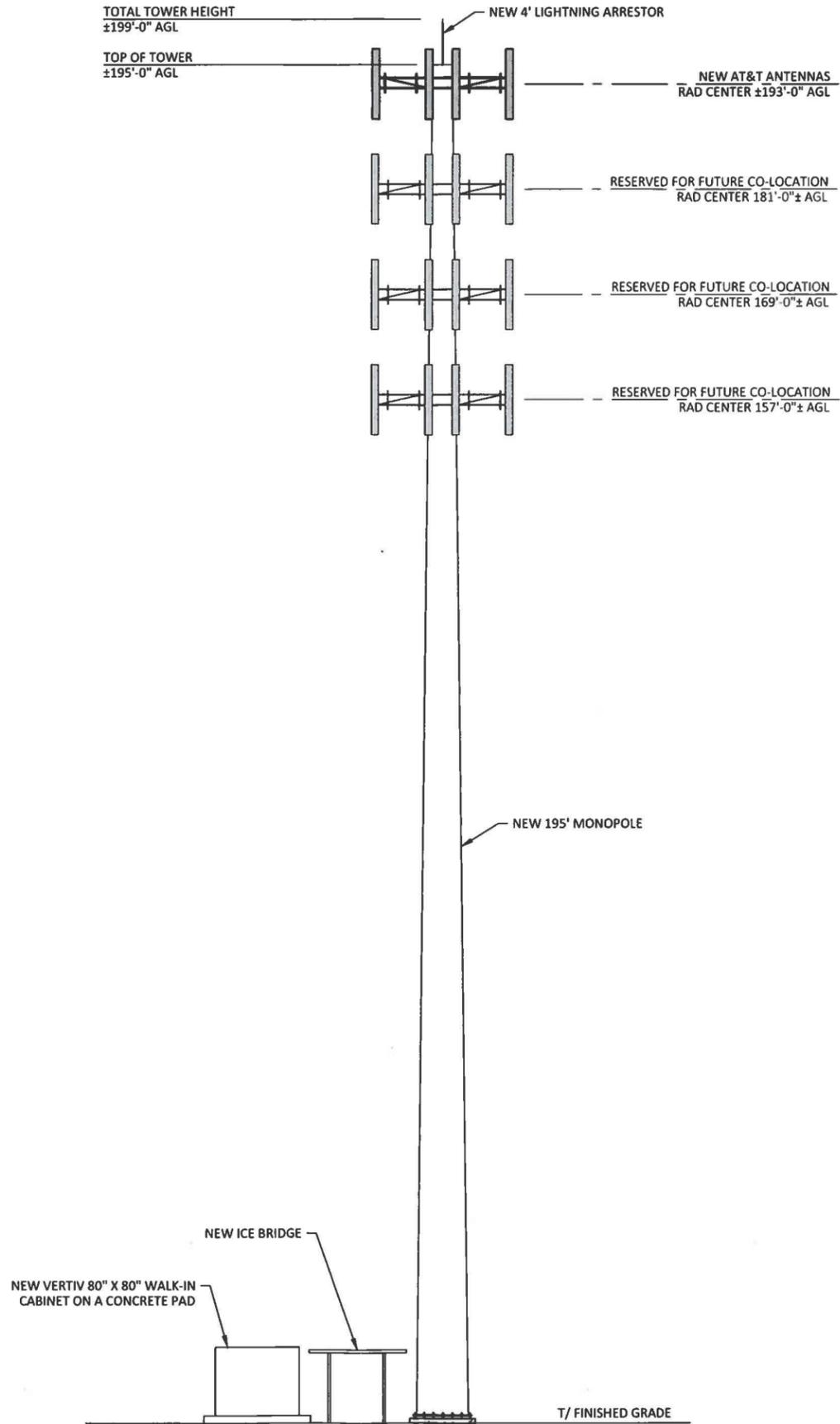
POD NUMBER: 18-28367  
 DRAWN BY: JER  
 CHECKED BY: MEP  
 DATE: 12.27.19

SHEET TITLE:  
**ENLARGED COMPOUND LAYOUT**

SHEET NUMBER:  
**C-3**

**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  
 8/27/2020  
 PROFESSIONAL ENGINEER

EN PERMIT: 3594

**ZONING DRAWINGS**

REV	DATE	DESCRIPTION
A	1.2.20	ISSUED FOR REVIEW
0	2.27.20	ISSUED AS FINAL

SITE INFORMATION:  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

FA NUMBER:  
**13800753**

POD NUMBER: 18-28367  
 DRAWN BY: JER  
 CHECKED BY: MEP  
 DATE: 12.27.19

SHEET TITLE:  
**TOWER ELEVATION**

SHEET NUMBER:  
**C-4**

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



December 20<sup>th</sup>, 2018

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

RE: Site Name – Monford  
Proposed Cell Tower  
37 16 13.01 North Latitude, 86 40 03.76 West Longitude

Dear Commissioners:

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

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

Thank you,

A handwritten signature in black ink that reads "Don Murdock".

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



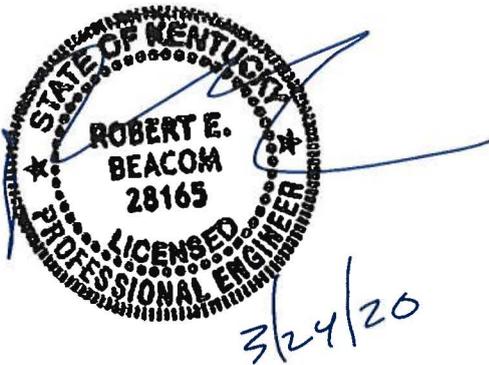
**Structural Design Report**  
195' Monopole  
Site: Monford, KY

Prepared for: AT&T  
by: Sabre Industries™

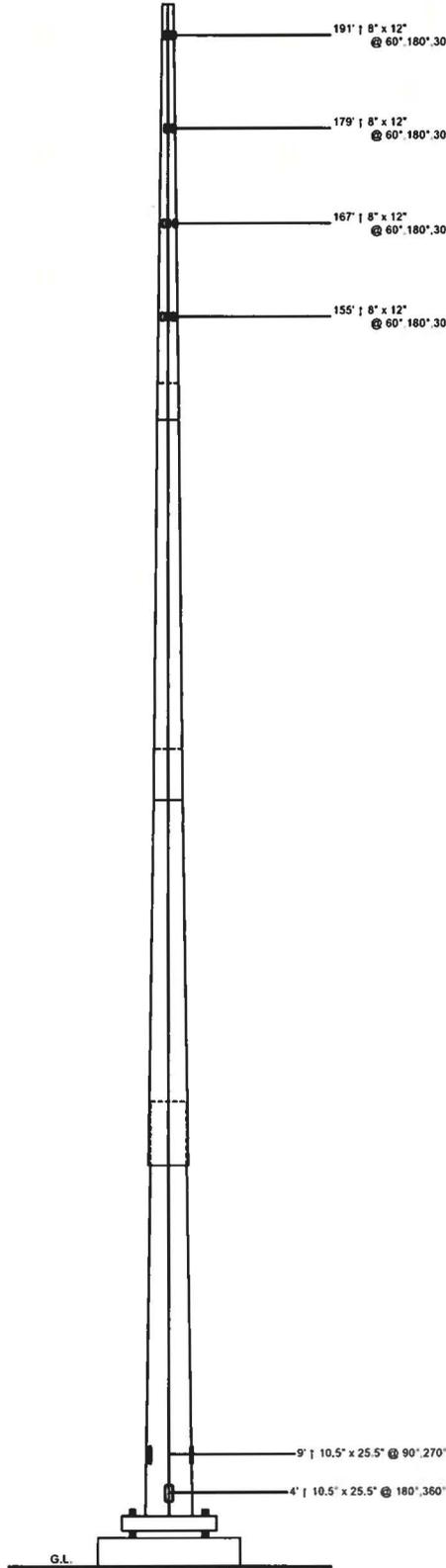
Job Number: 456035

March 24, 2020

Monopole Profile.....	1
Foundation Design Summary (Option 1).....	2
Foundation Design Summary (Option 2).....	3
Pole Calculations.....	4-14
Foundation Calculations.....	15-24



Length (ft)	53'-3"	53'-6"	53'-6"	53'-3"	18	53'-3"	53'-6"	53'-3"	18	53'-6"	53'-3"	5148
Number Of Sides	18											
Thickness (in)	7/16"											
Lap Splice (ft)	6'-6"											
Top Diameter (in)	44"											
Bottom Diameter (in)	59.69"											
Taper (in/ft)	0.2932											
Grade	A572-65											
Weight (lbs)	19435											
Overall Steel Height (ft)	194											
	10315											
	46.78"											
	31.1"											
	17.5"											
	5/16"											
	53'-3"											



### Designed Appurtenance Loading

Elev	Description	Tx-Line
193	(1) 278 sq. ft. EPA 6000# (no ice)	(18) 1 5/8"
181	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
169	(1) 208 sq. ft. EPA 4000# (no ice)	(18) 1 5/8"
157	(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)	106 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Structure Class	II
Risk Category	II
Exposure Category	C
Topographic Category	I

### Load Case Reactions

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	89.07	53.21	8542.93	17.75	11.28
3s Gusted Wind 0.9 Dead	66.79	53.05	8326.7	17.18	10.88
3s Gusted Wind&Ice	138.88	10.2	1821.88	4.04	2.54
Service Loads	74.29	15.89	2538.49	5.4	3.39

### Base Plate Dimensions

Shape	Width	Thickness	Bolt Circle	Bolt Qty	Bolt Diameter
Square	78.5"	2.75"	79.25"	24	2.25"

### Anchor Bolt Dimensions

Length	Diameter	Hole Diameter	Weight	Type	Finish
84"	2.25"	2.625"	2906.4	A615-75	Galv

### Material List

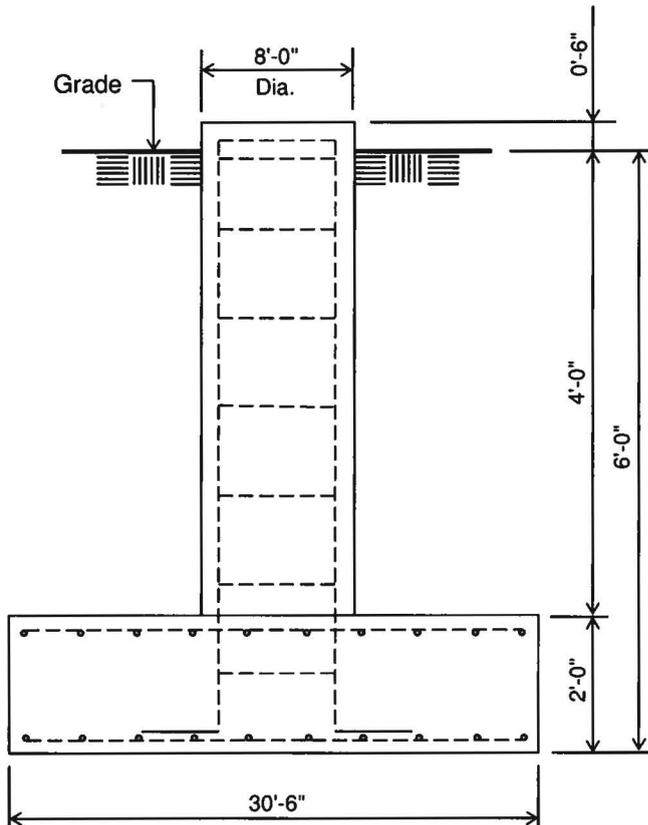
Display	Value
A	4' - 9"

### Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) Full Height Step Bolts
- 5) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2015 International Building Code.
- 6) Tower Rating: 94.9%

 <p><b>Sabre Industries</b> INNOVATION DELIVERED</p>	<p>Sabre Industries 7101 Southbridge Drive P.O. Box 658 Sioux City, IA 51102-0658 Phone: (712) 238-6690 Fax: (712) 279-0814</p>	<p>Job: <b>456035</b></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: <b>AT&amp;T</b></p> <p>Site Name: <b>Monford, KY</b></p> <p>Description: <b>195' Monopole</b></p> <p>Date: <b>3/24/2020</b> By: <b>REB</b></p>

**Customer: AT&T**  
**Site: Monford, KY**  
195' Monopole



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

**Notes:**

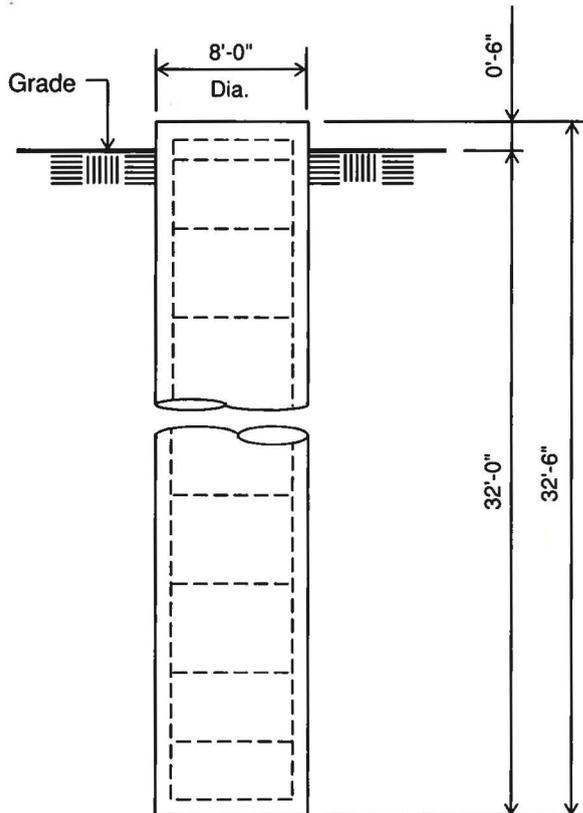
- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by POD project no. 20-58642, dated: 3/16/20.
- 6) See the geotechnical report for compaction requirements, if specified.
- 7) 4 ft of soil cover is required over the entire area of the foundation slab.
- 8) The foundation is based on the following factored loads:  
Moment = 8,542.93 k-ft  
Axial = 89.07 k  
Shear = 53.21 k

Rebar Schedule for Pad and Pier	
Pier	(46) #9 vertical rebar w/ hooks at bottom w/ #5 ties, (2) within top 5" of pier, then 12" C/C
Pad	(69) #8 horizontal rebar evenly spaced each way top and bottom (276 total)

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7101 Southbridge Drive - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.279.0814

**Customer: AT&T**  
**Site: Monford, KY**  
195' Monopole



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

**Notes:**

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-11.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by POD project no. 20-58642, dated: 3/16/20.
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The foundation is based on the following factored loads:  
Moment = 8,542.93 k-ft  
Axial = 89.07 k  
Shear = 53.21 k

Rebar Schedule for Pier	
Pier	(46) #10 vertical rebar w/ #5 ties, (2) within top 5" of pier, then 7" C/C

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7101 Southbridge Drive - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.279.0814

456035

=====

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

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

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Sabre Towers and Poles on: 24 mar 2020 at: 8:10:58

=====

195' Monopole / Monford, KY

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

=====

POLE GEOMETRY

=====

ELEV	SECTION	No.	OUTSIDE	THICK	RESISTANCES		SPLICE	...OVERLAP...		w/t
ft	NAME	SIDE	DIAM	-NESS	◆*Pn	◆*Mn	TYPE	LENGTH	RATIO	
			in	in	kip	ft-kip		ft		
194.0	A	18	17.77	0.312	1266.6	443.4				8.1
			32.20	0.312	2310.4	1489.1				
145.5	A/B	18	32.20	0.312	2310.4	1489.1	SLIP	4.75	1.75	
			33.00	0.438	3307.6	2169.0				
140.7	B	18	33.00	0.438	3307.6	2169.0				11.3
			45.55	0.438	4564.1	4162.5				
98.5	B/C	18	45.55	0.438	4564.1	4162.5	SLIP	6.50	1.70	
			46.63	0.438	4644.3	4337.4				
92.0	C	18	46.63	0.438	4644.3	4337.4				16.7
			58.14	0.438	5420.2	6335.5				
53.2	C/D	18	58.14	0.438	5420.2	6335.5	SLIP	8.25	1.68	
			59.73	0.438	5515.7	6626.7				
45.0	D	18	59.73	0.438	5515.7	6626.7				21.9
			73.12	0.438	6202.0	9145.6				
0.0										

=====

POLE ASSEMBLY

=====

SECTION	BASE	BOLTS AT BASE OF SECTION				THREADS IN		CALC
NAME	ELEV	NUMBER	TYPE	DIAM	STRENGTH	SHEAR PLANE		BASE
	ft			in	ksi			ELEV
								ft
A	140.750	0	A325	0.00	92.0	0		140.750
B	92.000	0	A325	0.00	92.0	0		92.000
C	45.000	0	A325	0.00	92.0	0		45.000
D	0.000	0	A325	0.00	92.0	0		0.000

=====

POLE SECTIONS

=====

SECTION	No. of	LENGTH	OUTSIDE DIAMETER		BEND	MAT-	FLANGE ID		FLANGE WELD	
NAME	SIDES		BOT	TOP	RAD	ERIAL	BOT	TOP	GROUP ID	TOP
		ft	* in	* in	in	ID			BOT	
A	18	53.25	33.62	17.77	0.000	1	0	0	0	0
B	18	53.50	47.50	31.58	0.000	2	0	0	0	0
C	18	53.50	60.61	44.68	0.000	3	0	0	0	0
D	18	53.25	73.12	57.26	0.000	4	0	0	0	0

456035

\* - Diameter of circumscribed circle

MATERIAL TYPES

=====

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	ORIENT	HEIGHT	WIDTH	.THICKNESS.		IRREGULARITY	
			& deg	in	in	WEB	FLANGE	.PROJECTION, % OF AREA	ORIENT deg
PL	1	1	0.0	33.62	0.31	0.312	0.312	0.00	0.0
PL	2	1	0.0	47.50	0.44	0.438	0.438	0.00	0.0
PL	3	1	0.0	60.61	0.44	0.438	0.438	0.00	0.0
PL	4	1	0.0	73.12	0.44	0.438	0.438	0.00	0.0

& - With respect to vertical

MATERIAL PROPERTIES

=====

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

\* Only 3 condition(s) shown in full

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

=====

LOADING CONDITION A

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

LOADS ON POLE

=====

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	..LOAD.. AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.000	0.00	0.0	0.0	0.0000	4.3131	0.0000	0.0000
C	192.000	0.00	0.0	0.0	11.6297	7.2000	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	4.0435	0.0000	0.0000
C	180.000	0.00	0.0	0.0	8.5846	4.8000	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.7740	0.0000	0.0000
C	168.000	0.00	0.0	0.0	8.4615	4.8000	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	3.5044	0.0000	0.0000
C	156.000	0.00	0.0	0.0	8.3313	4.8000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0454	0.0795	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0454	0.0795	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0552	0.0985	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0552	0.0985	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0644	0.1174	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0644	0.1174	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0701	0.3080	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0701	0.3080	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0737	0.1937	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0737	0.1937	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0806	0.2169	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0806	0.2169	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0869	0.2401	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0869	0.2401	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0911	0.5097	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0911	0.5097	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0929	0.2688	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0929	0.2688	0.0000	0.0000

456035								
D	79.083	0.00	180.0	0.0	0.0969	0.2901	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0969	0.2901	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0999	0.3114	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0999	0.3114	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1013	0.6532	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.1013	0.6532	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.1001	0.3405	0.0000	0.0000
D	33.750	0.00	180.0	0.0	0.1001	0.3405	0.0000	0.0000
D	33.750	0.00	180.0	0.0	0.0985	0.3591	0.0000	0.0000
D	22.500	0.00	180.0	0.0	0.0985	0.3591	0.0000	0.0000
D	22.500	0.00	180.0	0.0	0.0935	0.3777	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0947	0.3962	0.0000	0.0000

LOADING CONDITION M

106 mph Ultimate wind with no ice. Wind Azimuth: 0

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY.. RADIUS ft	LOAD.. AT AZI	LOAD AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.000	0.00	0.0	0.0	0.0000	3.2348	0.0000	0.0000
C	192.000	0.00	0.0	0.0	11.6297	5.4000	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	3.0326	0.0000	0.0000
C	180.000	0.00	0.0	0.0	8.5846	3.6000	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	2.8305	0.0000	0.0000
C	168.000	0.00	0.0	0.0	8.4615	3.6000	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	2.6283	0.0000	0.0000
C	156.000	0.00	0.0	0.0	8.3313	3.6000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0454	0.0596	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0454	0.0596	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0552	0.0738	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0552	0.0738	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0644	0.0881	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0644	0.0881	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0701	0.2310	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0701	0.2310	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0737	0.1453	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0737	0.1453	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0806	0.1627	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0806	0.1627	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0869	0.1800	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0869	0.1800	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0911	0.3823	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0911	0.3823	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0929	0.2016	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0929	0.2016	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0969	0.2176	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0969	0.2176	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0999	0.2335	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0999	0.2335	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.1013	0.4899	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.1013	0.4899	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.1001	0.2554	0.0000	0.0000
D	33.750	0.00	180.0	0.0	0.1001	0.2554	0.0000	0.0000
D	33.750	0.00	180.0	0.0	0.0985	0.2693	0.0000	0.0000
D	22.500	0.00	180.0	0.0	0.0985	0.2693	0.0000	0.0000
D	22.500	0.00	180.0	0.0	0.0935	0.2833	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0947	0.2972	0.0000	0.0000

LOADING CONDITION Y

30 mph wind with 1.5 ice. Wind Azimuth: 0

LOADS ON POLE

LOAD	ELEV	APPLY..	LOAD..	AT	LOAD	.....FORCES.....	.....MOMENTS.....
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456035								
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.000	0.00	0.0	0.0	0.0000	4.3131	0.0000	0.0000
C	192.000	0.00	0.0	0.0	1.6744	17.9386	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	4.0435	0.0000	0.0000
C	180.000	0.00	0.0	0.0	1.9952	11.9132	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.7740	0.0000	0.0000
C	168.000	0.00	0.0	0.0	1.9580	11.8646	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	3.5044	0.0000	0.0000
C	156.000	0.00	0.0	0.0	1.9189	11.8128	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0083	0.1274	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0083	0.1274	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0097	0.1563	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0097	0.1563	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0111	0.1849	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0111	0.1849	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0120	0.3816	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0120	0.3816	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0125	0.2714	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0125	0.2714	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0135	0.3024	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0135	0.3024	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0145	0.3331	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0145	0.3331	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0151	0.6081	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0151	0.6081	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0153	0.3701	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0153	0.3701	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0159	0.3973	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0159	0.3973	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0163	0.4240	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0163	0.4240	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0165	0.7697	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.0165	0.7697	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.0163	0.4585	0.0000	0.0000
D	11.250	0.00	180.0	0.0	0.0151	0.4979	0.0000	0.0000
D	11.250	0.00	180.0	0.0	0.0151	0.5097	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0151	0.5097	0.0000	0.0000

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Sabre Towers and Poles on: 24 mar 2020 at: 8:10:58

=====  
 195' Monopole / Monford, KY

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

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	TWIST
194.0	17.75B	0.03B	2.38B	11.28B	0.01B	0.00W
177.8	14.71B	0.03B	1.79B	10.92B	0.01B	0.00W
161.7	11.86B	0.02B	1.27B	9.88B	0.01B	0.00W
145.5	9.34B	0.02B	0.87B	8.43B	0.01B	0.00W
140.7	8.67B	0.02B	0.77B	8.09B	0.01B	0.00W
126.7	6.84B	0.02B	0.53B	7.03B	0.01B	0.00W
112.6	5.26B	0.01B	0.35B	6.00B	0.01B	0.00W
98.5	3.92B	0.01B	0.22B	5.04B	0.01B	0.00W

456035

92.0	3.37B	0.01B	0.17B	4.63B	0.01B	0.00W
79.1	2.43B	0.01B	0.10B	3.81B	0.01B	0.00W
66.2	1.66B	0.00B	0.06B	3.06B	0.01B	0.00W
53.2	1.05B	0.00B	0.03B	2.38B	0.01B	0.00W
45.0	0.73B	0.00B	0.02B	1.97B	0.01B	0.00W
33.7	0.40B	0.00B	0.01B	1.42B	0.00B	0.00W
22.5	0.17B	0.00B	0.00B	0.91B	0.00B	0.00W
11.2	0.04B	0.00B	0.00AJ	0.44B	0.00B	0.00W
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

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

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t. ALONG kip	WIND.DIR ACROSS kip	MOMENT.w.r.t. ALONG ft-kip	WIND.DIR ACROSS ft-kip	TORSION ft-kip
194.0	0.01 Q	0.00 H	0.00 R	0.01 O	0.00 Q	0.00 R
177.8	40.27 AI	20.94 H	0.00 R	-218.33 L	0.04 L	-0.04 X
161.7	58.43 AI	30.28 U	0.00 C	-677.92 C	0.13 F	-0.13 X
145.5	76.73 AJ	39.64 M	-0.01 C	-1344.45 L	0.27 F	-0.26 X
140.7	78.55 AD	40.25 B	0.11 Q	-1558.08 L	-0.45 Q	-0.28 W
126.7	82.37 AJ	41.42 B	-0.15 O	-2203.62 B	-2.33 T	-0.58 W
112.6	86.63 AJ	42.55 B	-0.16 O	-2862.29 B	-3.95 T	-0.83 W
98.5	91.32 AJ	43.76 B	-0.16 O	-3532.30 B	5.65 O	-1.04 W
92.0	95.27 AJ	44.32 B	0.15 B	-3845.62 B	-6.46 B	-1.12 W
79.1	100.05 AJ	45.54 B	0.18 B	-4477.02 B	-8.80 B	-1.21 W
66.2	105.18 AJ	46.75 B	0.17 B	-5117.54 B	-10.96 B	-1.28 W
53.2	110.66 AJ	48.05 B	0.18 B	-5768.06 B	-13.34 B	-1.34 W
45.0	117.01 AJ	48.87 B	0.18 B	-6188.90 B	-14.85 B	-1.36 W
	122.24 AJ	49.98 B	0.18 B	-6768.92 B	-16.91 B	-1.38 W

456035						
33.7	122.24 AJ	49.99 B	0.19 B	-6768.95 B	-16.92 B	-1.38 W
22.5	127.62 AJ	51.10 B	0.19 B	-7355.12 B	-19.05 B	-1.40 W
	127.62 AJ	51.10 B	0.19 B	-7355.14 B	-19.06 B	-1.40 W
11.2	133.15 AJ	52.15 B	0.19 B	-7946.67 B	-21.26 B	-1.41 W
	133.15 AJ	52.14 B	0.18 B	-7946.67 B	-21.25 B	-1.41 W
	138.88 AJ	53.21 B	0.18 B	-8542.93 B	-23.30 B	-1.41 W
base reaction	138.88 AJ	-53.21 B	-0.18 B	8542.93 B	23.30 B	1.41 W

COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
194.00	0.00Q	0.00O	0.00H	0.00O	YES	8.11A	45.2
177.83	0.02AI	0.30L	0.03H	0.32L	YES	10.79A	45.2
	0.02AI	0.30L	0.03U	0.32L	YES	10.79A	45.2
161.67	0.03AI	0.63C	0.03U	0.65C	YES	13.46A	45.2
	0.03AJ	0.63C	0.03A	0.65L	YES	13.46A	45.2
145.50	0.03AJ	0.90L	0.03M	0.92L	YES	16.14A	45.2
	0.02AD	0.65C	0.02B	0.66C	YES	11.02A	45.2
140.75	0.02AD	0.69L	0.02B	0.70L	YES	11.58A	45.2
	0.02AJ	0.72C	0.02B	0.73C	YES	11.33A	45.2
126.67	0.02AJ	0.80B	0.02B	0.81B	YES	13.00A	45.2
	0.02AJ	0.80B	0.02B	0.81B	YES	13.00A	45.2
112.58	0.02AJ	0.83B	0.02B	0.84B	YES	14.66A	45.2
	0.02AJ	0.83B	0.02B	0.84B	YES	14.66A	45.2
98.50	0.02AJ	0.85B	0.02B	0.86B	YES	16.32A	45.2
	0.02AJ	0.85B	0.02B	0.86B	YES	16.32A	45.2
92.00	0.02AJ	0.86B	0.02B	0.87B	YES	17.09A	45.2
	0.02AJ	0.89B	0.02B	0.90B	YES	16.74A	45.2
79.08	0.02AJ	0.90B	0.02B	0.91B	YES	18.27A	45.2
	0.02AJ	0.90B	0.02B	0.91B	YES	18.27A	45.2
66.17	0.02AJ	0.91B	0.02B	0.92B	YES	19.79A	45.2
	0.02AJ	0.91B	0.02B	0.92B	YES	19.79A	45.2
53.25	0.02AJ	0.91B	0.02B	0.92B	YES	21.32A	45.2
	0.02AJ	0.91B	0.02B	0.92B	YES	21.32A	45.2
45.00	0.02AJ	0.91B	0.02B	0.93B	YES	22.29A	45.2
	0.02AJ	0.93B	0.02B	0.95B	YES	21.94A	45.2
33.75	0.02AJ	0.93B	0.02B	0.95B	YES	23.27A	45.2
	0.02AJ	0.93B	0.02B	0.95B	YES	23.27A	45.2

	0.02AJ	0.93B	0.02B	0.95B	456035 YES	24.60A	45.2
22.50	0.02AJ	0.93B	0.02B	0.95B	YES	24.60A	45.2
	0.02AJ	0.93B	0.02B	0.95B	YES	25.93A	45.2
11.25	0.02AJ	0.93B	0.02B	0.95B	YES	25.93A	45.2
	0.02AJ	0.93B	0.02B	0.95B	YES	27.26A	45.2
0.00							

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

DOWN	SHEAR.w.r.t.WIND.DIR	MOMENT.w.r.t.WIND.DIR	TORSION	
kip	ALONG ACROSS	ALONG ACROSS	ft-kip	
	kip	kip	ft-kip	ft-kip
138.88	53.21	0.18	-8542.93	-23.30
AJ	B	B	B	B
				W

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195' Monopole / Monford, KY

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

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

LOADING CONDITION A

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

LOADS ON POLE

LOAD TYPE	ELEV ft	APPLY..RADIUS ft	LOAD..AZI AZI	AT AZI	.....FORCES.....		.....MOMENTS.....	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	192.000	0.00	0.0	0.0	0.0000	3.5942	0.0000	0.0000
C	192.000	0.00	0.0	0.0	3.4819	6.0000	0.0000	0.0000
C	180.000	0.00	0.0	0.0	0.0000	3.3696	0.0000	0.0000
C	180.000	0.00	0.0	0.0	2.5702	4.0000	0.0000	0.0000
C	168.000	0.00	0.0	0.0	0.0000	3.1450	0.0000	0.0000
C	168.000	0.00	0.0	0.0	2.5334	4.0000	0.0000	0.0000
C	156.000	0.00	0.0	0.0	0.0000	2.9203	0.0000	0.0000
C	156.000	0.00	0.0	0.0	2.4944	4.0000	0.0000	0.0000
D	194.000	0.00	180.0	0.0	0.0136	0.0662	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0136	0.0662	0.0000	0.0000
D	177.833	0.00	180.0	0.0	0.0165	0.0820	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0165	0.0820	0.0000	0.0000
D	161.667	0.00	180.0	0.0	0.0193	0.0979	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0193	0.0979	0.0000	0.0000
D	145.500	0.00	180.0	0.0	0.0210	0.2566	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0210	0.2566	0.0000	0.0000
D	140.750	0.00	180.0	0.0	0.0221	0.1615	0.0000	0.0000
D	126.667	0.00	180.0	0.0	0.0221	0.1615	0.0000	0.0000

456035								
D	126.667	0.00	180.0	0.0	0.0241	0.1807	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0241	0.1807	0.0000	0.0000
D	112.583	0.00	180.0	0.0	0.0260	0.2000	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0260	0.2000	0.0000	0.0000
D	98.500	0.00	180.0	0.0	0.0273	0.4248	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0273	0.4248	0.0000	0.0000
D	92.000	0.00	180.0	0.0	0.0278	0.2240	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0278	0.2240	0.0000	0.0000
D	79.083	0.00	180.0	0.0	0.0290	0.2417	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0290	0.2417	0.0000	0.0000
D	66.167	0.00	180.0	0.0	0.0299	0.2595	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0299	0.2595	0.0000	0.0000
D	53.250	0.00	180.0	0.0	0.0303	0.5444	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.0303	0.5444	0.0000	0.0000
D	45.000	0.00	180.0	0.0	0.0300	0.2838	0.0000	0.0000
D	33.750	0.00	180.0	0.0	0.0300	0.2838	0.0000	0.0000
D	33.750	0.00	180.0	0.0	0.0295	0.2992	0.0000	0.0000
D	22.500	0.00	180.0	0.0	0.0295	0.2992	0.0000	0.0000
D	22.500	0.00	180.0	0.0	0.0280	0.3147	0.0000	0.0000
D	0.000	0.00	180.0	0.0	0.0283	0.3302	0.0000	0.0000

=====

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

=====

MAST ELEV ft	DEFLECTIONS (ft)			ROTATIONS (deg)		TWIST
	HORIZONTAL ALONG	ACROSS	DOWN	TILT ALONG	ACROSS	
194.0	5.40A	-0.01I	0.22B	3.39A	0.00I	0.00B
177.8	4.46A	-0.01I	0.17B	3.28A	0.00I	0.00B
161.7	3.58A	-0.01I	0.12B	2.96A	0.00I	0.00B
145.5	2.81A	0.00I	0.08B	2.52A	0.00I	0.00B
140.7	2.60A	0.00I	0.07B	2.42A	0.00I	0.00B
126.7	2.05A	0.00I	0.05B	2.10A	0.00I	0.00B
112.6	1.57A	0.00I	0.03B	1.79A	0.00I	0.00B
98.5	1.17A	0.00I	0.02B	1.50A	0.00I	0.00B
92.0	1.01A	0.00I	0.02B	1.38A	0.00I	0.00B
79.1	0.72A	0.00I	0.01B	1.13A	0.00I	0.00B
66.2	0.49A	0.00I	0.01B	0.91A	0.00I	0.00B
53.2	0.31A	0.00I	0.00B	0.71A	0.00I	0.00B
45.0	0.22A	0.00I	0.00B	0.58A	0.00I	0.00B
33.7	0.12A	0.00I	0.00B	0.42A	0.00I	0.00B
22.5	0.05A	0.00I	0.00B	0.27A	0.00I	0.00B
11.2	0.01A	0.00I	0.00K	0.13A	0.00I	0.00B
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A

=====

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

=====

MAST ELEV ft	TOTAL AXIAL kip	SHEAR.w.r.t.WIND.DIR		MOMENT.w.r.t.WIND.DIR		TORSION ft-kip
		ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
194.0	0.00 D	0.00 F	0.00 C	0.00 B	0.00 C	0.00 C
177.8	18.03 D	6.27 A	0.00 C	-65.85 K	-0.02 B	-0.01 B
	18.03 D	6.27 F	0.00 B	-65.85 K	-0.01 B	-0.01 B

456035

161.7	26.50 D	9.07 F	0.00 B	-204.03 K	-0.04 B	-0.02 B
	26.50 A	9.07 C	0.00 I	-204.03 B	-0.04 B	-0.02 B
145.5	35.00 A	11.88 C	0.00 I	-403.60 B	-0.10 B	-0.03 B
	35.01 L	11.91 K	-0.03 I	-403.58 K	-0.12 B	-0.03 B
140.7	36.23 L	12.01 K	-0.03 I	-467.55 B	-0.17 F	-0.04 B
	36.23 I	12.02 A	-0.03 I	-467.55 B	-0.21 B	-0.04 B
126.7	38.50 I	12.33 A	-0.03 I	-659.19 A	0.59 I	-0.07 B
	38.50 I	12.36 A	-0.04 I	-659.17 A	0.58 I	-0.07 B
112.6	41.05 I	12.69 A	-0.04 I	-854.23 A	1.13 I	-0.09 B
	41.05 I	12.69 A	-0.04 I	-854.23 A	1.13 I	-0.09 B
98.5	43.86 I	13.06 A	-0.04 I	-1052.42 A	1.65 I	-0.11 B
	43.86 I	13.05 C	-0.04 I	-1052.37 A	1.66 I	-0.11 B
92.0	46.62 I	13.23 C	-0.04 I	-1145.08 A	1.93 I	-0.12 B
	46.62 I	13.20 A	-0.03 I	-1145.03 A	1.92 I	-0.12 B
79.1	49.51 I	13.56 A	-0.03 I	-1331.35 A	2.34 I	-0.14 B
	49.51 I	13.59 A	-0.03 I	-1331.36 A	2.35 I	-0.14 B
66.2	52.63 I	13.96 A	-0.03 I	-1520.91 A	2.67 I	-0.15 B
	52.63 I	13.96 A	-0.03 L	-1520.91 A	2.68 I	-0.15 B
53.2	55.99 I	14.35 A	-0.03 L	-1713.54 A	2.95 I	-0.16 B
	55.98 I	14.35 A	-0.03 I	-1713.52 A	2.95 I	-0.16 B
45.0	60.48 I	14.60 A	-0.03 I	-1838.26 A	3.19 I	-0.16 B
	60.48 I	14.59 A	-0.02 L	-1838.28 A	3.19 I	-0.16 B
33.7	63.67 I	14.92 A	-0.02 L	-2010.35 A	3.45 I	-0.17 B
	63.67 I	14.93 A	-0.02 L	-2010.35 A	3.45 I	-0.17 B
22.5	67.03 I	15.26 A	-0.02 L	-2184.56 A	3.66 I	-0.17 B
	67.03 I	15.26 A	-0.03 L	-2184.56 A	3.66 I	-0.17 B
11.2	70.62 I	15.57 A	-0.03 L	-2360.64 A	3.85 I	-0.18 B
	70.62 I	15.57 A	-0.03 L	-2360.64 A	3.85 I	-0.18 B
	74.29 I	15.89 A	-0.03 L	-2538.49 A	4.03 I	-0.18 B
base reaction	74.29 I	-15.89 A	0.03 L	2538.49 A	-4.03 I	0.18 B

COMPLIANCE WITH 4.8.2 & 4.5.4

=====

ELEV ft	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL SATISFIED	D/t(w/t)	MAX ALLOWED	
194.00	0.00D	0.00B	0.00F	0.00B	YES	8.11A	45.2
177.83	0.01D	0.09K	0.01A	0.10K	YES	10.79A	45.2
	0.01D	0.09K	0.01F	0.10K	YES	10.79A	45.2
161.67	0.01D	0.19K	0.01F	0.20K	YES	13.46A	45.2





SO#: 456035  
 Site Name: Monford, KY  
 Date: 3/24/2020

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

### Pole Data

Diameter: 72.010 in (flat to flat)  
 Thickness: 0.4375 in  
 Yield (Fy): 65 ksi  
 # of Sides: 18 "0" IF Round  
 Strength (Fu): 80 ksi

### Reactions

Moment, Mu: 8542.93 ft-kips  
 Axial, Pu: 89.07 kips  
 Shear, Vu: 53.21 kips

### Anchor Rod Data

Quantity: 24 (multiple of 4)  
 Diameter: 2.25 in  
 Rod Material: A615  
 Strength (Fu): 100 ksi  
 Yield (Fy): 75 ksi  
 BC Diam. (in): 79.25 BC Override:   
 Rod Spacing: 6 in

### Anchor Rod Results

Maximum Rod (Pu+ Vu/η): 223.7 Kips  
 Allowable  $\Phi$ \*Rnt: 260.0 Kips (per 4.9.9)  
 Anchor Rod Interaction Ratio: **86.1% Pass**

### Plate Data

Width (in): 78.5 Width Override:   
 Thickness: 2.75 in  
 Yield (Fy): 50 ksi  
 Eff. Width: 39.01 in  
 Corner Clip: 18.00 in  
 Drain Hole: 2.625 in. diameter  
 Drain Location: 34 in. center of pole to center of drain hole  
 Center Hole: 60 in. diameter

### Base Plate Results

Base Plate (Mu/Z): 40.3 ksi  
 Allowable  $\Phi$ \*Fy: 45 ksi (per AISC)  
 Base Plate Interaction Ratio: **89.7% Pass**

**MAT FOUNDATION DESIGN BY SABRE INDUSTRIES**  
 195' Monopole AT&T Monford, KY (456035) 03/24/20 REB

**Overall Loads:**

Factored Moment (ft-kips)	8542.93
Factored Axial (kips)	89.07
Factored Shear (kips)	53.21
Bearing Design Strength (ksf)	5.25
Water Table Below Grade (ft)	999
Width of Mat (ft)	30.5
Thickness of Mat (ft)	2
Depth to Bottom of Slab (ft)	6
Quantity of Bolts in Bolt Circle	24
Bolt Circle Diameter (in)	79.25
Top of Concrete to Top of Bottom Threads (in)	60
Diameter of Pier (ft)	8
Ht. of Pier Above Ground (ft)	0.5
Ht. of Pier Below Ground (ft)	4
Quantity of Bars in Mat	69
Bar Diameter in Mat (in)	1
Area of Bars in Mat (in <sup>2</sup> )	54.19
Spacing of Bars in Mat (in)	5.28
Quantity of Bars Pier	46
Bar Diameter in Pier (in)	1.128
Tie Bar Diameter in Pier (in)	0.625
Spacing of Ties (in)	12
Area of Bars in Pier (in <sup>2</sup> )	45.97
Spacing of Bars in Pier (in)	5.98
f'c (ksi)	4.5
fy (ksi)	60
Unit Wt. of Soil (kcf)	0.11
Unit Wt. of Concrete (kcf)	0.15

Volume of Concrete (yd<sup>3</sup>) 77.28

**Two-Way Shear Action:**

Average d (in)	20
$\phi v_c$ (ksi)	0.228
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.342
$\phi v_c = \phi(\alpha_s d/b_o + 2)f'_c{}^{1/2}$	0.239
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.228
Shear perimeter, b <sub>o</sub> (in)	364.42
$\beta_c$	1

**One-Way Shear:**

$\phi V_c$  (kips) 834.8

**Stability:**

Overturning Design Strength (ft-k) 10628.9

Max. Net Bearing Press. (ksf) 4.83

Allowable Bearing Pressure (ksf) 3.50

Safety Factor 2.00

Ultimate Bearing Pressure (ksf) 7.00

Bearing  $\Phi_s$  0.75

Minimum Pier Diameter (ft) 7.94

Equivalent Square b (ft) 7.09

Square Pier? (Y/N) N

Recommended Spacing (in) 5 to 12

Minimum Pier A<sub>s</sub> (in<sup>2</sup>) 36.19

Recommended Spacing (in) 5 to 12

v<sub>u</sub> (ksi) 0.209

V<sub>u</sub> (kips) 499.0

Total Applied M (ft-k) 8888.8

**Pier Design:**

$\phi V_n$ (kips)	846.0	$V_u$ (kips)	53.2
$\phi V_c = \phi 2(1 + N_u / (2000 A_g)) f'_c{}^{1/2} b_w d$	846.0		
$V_s$ (kips)	0.0	*** $V_s \text{ max} = 4 f'_c{}^{1/2} b_w d$ (kips)	1978.3
Maximum Spacing (in)	7.62	(Only if Shear Ties are Required)	
Actual Hook Development (in)	19.00	Req'd Hook Development $l_{dh}$ (in)	14.12
		*** Ref. To Spacing Requirements ACI 11.5.4.3	

**Flexure in Slab:**

$\phi M_n$ (ft-kips)	4594.1	$M_u$ (ft-kips)	4576.2
$a$ (in)	2.32		
Steel Ratio	0.00740		
$\beta_1$	0.825		
Maximum Steel Ratio ( $\rho_t$ )	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	137.46	Required Development in Pad (in)	26.83

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

456035.lp11o

=====

LPILE for Windows, Version 2019-11.004

Analysis of Individual Piles and Drilled Shafts  
Subjected to Lateral Loading Using the p-y Method  
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-----

Files Used for Analysis

-----

Path to file locations:  
\Program Files (x86)\Ensoft\Lpile2019\files\

Name of input data file:  
456035.lp11d

Name of output report file:  
456035.lp11o

Name of plot output file:  
456035.lp11p

Name of runtime message file:  
456035.lp11r

-----

Date and Time of Analysis

-----

Date: March 24, 2020

Time: 8:13:41

-----

Problem Title

-----

Site : Monford, KY

Tower : 195' Monopole

Prepared for : AT&T

Job Number : 456035

Engineer : REB

-----

Program Options and Settings

-----

456035.lp11o

Computational Options:

- Conventional Analysis

Engineering Units Used for Data Input and Computations:

- US Customary System Units (pounds, feet, inches)

Analysis Control Options:

- Maximum number of iterations allowed = 999
- Deflection tolerance for convergence = 1.0000E-05 in
- Maximum allowable deflection = 100.0000 in
- Number of pile increments = 100

Loading Type and Number of Cycles of Loading:

- Static loading specified
- Use of p-y modification factors for p-y curves not selected
- Analysis uses layering correction (Method of Georgiadis)
- No distributed lateral loads are entered
- Loading by lateral soil movements acting on pile not selected
- Input of shear resistance at the pile tip not selected
- Input of moment resistance at the pile tip not selected
- Input of side resistance moment along pile not selected
- Computation of pile-head foundation stiffness matrix not selected
- Push-over analysis of pile not selected
- Buckling analysis of pile not selected

Output Options:

- Output files use decimal points to denote decimal symbols.
- Report only summary tables of pile-head deflection, maximum bending moment, and maximum shear force in output report file.
- No p-y curves to be computed and reported for user-specified depths
- Print using wide report formats

-----  
Pile Structural Properties and Geometry  
-----

Number of pile sections defined = 1  
Total length of pile = 32.500 ft  
Depth of ground surface below top of pile = 0.5000 ft

Pile diameters used for p-y curve computations are defined using 2 points.

p-y curves are computed using pile diameter values interpolated with depth over the length of the pile. A summary of values of pile diameter vs. depth follows.

Point No.	Depth Below Pile Head feet	Pile Diameter inches
1	0.000	96.0000
2	32.500	96.0000

Input Structural Properties for Pile Sections:  
-----

Pile Section No. 1:

Section 1 is a round drilled shaft, bored pile, or CIDH pile  
Length of section = 32.500000 ft  
Shaft Diameter = 96.000000 in  
Shear capacity of section = 0.0000 lbs

-----  
Ground Slope and Pile Batter Angles  
-----

Ground Slope Angle = 0.000 degrees  
= 0.000 radians  
Pile Batter Angle = 0.000 degrees  
= 0.000 radians

-----  
 Soil and Rock Layering Information  
 -----

The soil profile is modelled using 4 layers

Layer 1 is stiff clay without free water

Distance from top of pile to top of layer = 0.500000 ft  
 Distance from top of pile to bottom of layer = 3.500000 ft  
 Effective unit weight at top of layer = 110.000000 pcf  
 Effective unit weight at bottom of layer = 110.000000 pcf  
 Undrained cohesion at top of layer = 500.000000 psf  
 Undrained cohesion at bottom of layer = 500.000000 psf  
 Epsilon-50 at top of layer = 0.020000  
 Epsilon-50 at bottom of layer = 0.020000

Layer 2 is stiff clay without free water

Distance from top of pile to top of layer = 3.500000 ft  
 Distance from top of pile to bottom of layer = 9.500000 ft  
 Effective unit weight at top of layer = 120.000000 pcf  
 Effective unit weight at bottom of layer = 120.000000 pcf  
 Undrained cohesion at top of layer = 1000.000000 psf  
 Undrained cohesion at bottom of layer = 1000.000000 psf  
 Epsilon-50 at top of layer = 0.010000  
 Epsilon-50 at bottom of layer = 0.010000

Layer 3 is stiff clay without free water

Distance from top of pile to top of layer = 9.500000 ft  
 Distance from top of pile to bottom of layer = 20.500000 ft  
 Effective unit weight at top of layer = 125.000000 pcf  
 Effective unit weight at bottom of layer = 125.000000 pcf  
 Undrained cohesion at top of layer = 4000. psf  
 Undrained cohesion at bottom of layer = 4000. psf  
 Epsilon-50 at top of layer = 0.005000  
 Epsilon-50 at bottom of layer = 0.005000

Layer 4 is stiff clay without free water

Distance from top of pile to top of layer = 20.500000 ft  
 Distance from top of pile to bottom of layer = 32.500000 ft  
 Effective unit weight at top of layer = 135.000000 pcf  
 Effective unit weight at bottom of layer = 135.000000 pcf  
 Undrained cohesion at top of layer = 15000. psf  
 Undrained cohesion at bottom of layer = 15000. psf  
 Epsilon-50 at top of layer = 0.004000  
 Epsilon-50 at bottom of layer = 0.004000

(Depth of the lowest soil layer extends 0.000 ft below the pile tip)

-----  
 Summary of Input Soil Properties  
 -----

Layer Layer Num.	Soil Type Name (p-y Curve Type)	Layer Depth ft	Effective Unit Wt. pcf	Undrained Cohesion psf	E50 or krm
1	Stiff Clay w/o Free Water	0.5000 3.5000	110.0000 110.0000	500.0000 500.0000	0.02000 0.02000
2	Stiff Clay w/o Free Water	3.5000 9.5000	120.0000 120.0000	1000.0000 1000.0000	0.01000 0.01000
3	Stiff Clay w/o Free Water	9.5000 20.5000	125.0000 125.0000	4000. 4000.	0.00500 0.00500
4	Stiff Clay w/o Free Water	20.5000 32.5000	135.0000 135.0000	15000. 15000.	0.00400 0.00400

-----  
 Static Loading Type  
 -----

Static loading criteria were used when computing p-y curves for all analyses.

-----  
 Pile-head Loading and Pile-head Fixity Conditions  
 -----

Number of loads specified = 2

Load Analysis No.	Load Type	Condition 1	Condition 2	Axial Thrust Force, lbs	Compute Top y vs. Pile Length	Run
1	1	V = 70947. lbs	M = 136686880. in-lbs	118760.	No	
2	1	V = 15890. lbs	M = 30461880. in-lbs	74290.	No	

V = shear force applied normal to pile axis  
 M = bending moment applied to pile head  
 y = lateral deflection normal to pile axis  
 S = pile slope relative to original pile batter angle  
 R = rotational stiffness applied to pile head  
 Values of top y vs. pile lengths can be computed only for load types with specified shear loading (Load Types 1, 2, and 3).  
 Thrust force is assumed to be acting axially for all pile batter angles.

-----  
 Computations of Nominal Moment Capacity and Nonlinear Bending Stiffness  
 -----

Axial thrust force values were determined from pile-head loading conditions

Number of Pile Sections Analyzed = 1

Pile Section No. 1:  
 -----

Dimensions and Properties of Drilled Shaft (Bored Pile):  
 -----

Length of Section	=	32.500000 ft
Shaft Diameter	=	96.000000 in
Concrete Cover Thickness (to edge of long. rebar)	=	3.625000 in
Number of Reinforcing Bars	=	46 bars
Yield Stress of Reinforcing Bars	=	60000. psi
Modulus of Elasticity of Reinforcing Bars	=	29000000. psi
Gross Area of Shaft	=	7238. sq. in.
Total Area of Reinforcing Steel	=	58.271360 sq. in.
Area Ratio of Steel Reinforcement	=	0.81 percent
Edge-to-Edge Bar Spacing	=	4.699846 in
Maximum Concrete Aggregate Size	=	0.750000 in
Ratio of Bar Spacing to Aggregate Size	=	6.27
Offset of Center of Rebar Cage from Center of Pile	=	0.0000 in

Axial Structural Capacities:  
 -----

Nom. Axial Structural Capacity = $0.85 F_c A_c + F_y A_s$	=	30959.621 kips
Tensile Load for Cracking of Concrete	=	-3356.078 kips
Nominal Axial Tensile Capacity	=	-3496.282 kips

Reinforcing Bar Dimensions and Positions Used in Computations:

Bar Number	Bar Diam. inches	Bar Area sq. in.	X inches	Y inches
1	1.270000	1.266769	43.740000	0.00000
2	1.270000	1.266769	43.332603	5.955929
3	1.270000	1.266769	42.118002	11.800911
4	1.270000	1.266769	40.118822	17.426064
5	1.270000	1.266769	37.372305	22.726602
6	1.270000	1.266769	33.929612	27.603787
7	1.270000	1.266769	29.854874	31.966765
8	1.270000	1.266769	25.223997	35.734263

			456035.1p11o	
9	1.270000	1.266769	20.123245	38.836099
10	1.270000	1.266769	14.647634	41.214493
11	1.270000	1.266769	8.899166	42.825138
12	1.270000	1.266769	2.984923	43.638032
13	1.270000	1.266769	-2.984923	43.638032
14	1.270000	1.266769	-8.899166	42.825138
15	1.270000	1.266769	-14.647634	41.214493
16	1.270000	1.266769	-20.123245	38.836099
17	1.270000	1.266769	-25.223997	35.734263
18	1.270000	1.266769	-29.854874	31.966765
19	1.270000	1.266769	-33.929612	27.603787
20	1.270000	1.266769	-37.372305	22.726602
21	1.270000	1.266769	-40.118822	17.426064
22	1.270000	1.266769	-42.118002	11.800911
23	1.270000	1.266769	-43.332603	5.955929
24	1.270000	1.266769	-43.740000	0.000000
25	1.270000	1.266769	-43.332603	-5.955929
26	1.270000	1.266769	-42.118002	-11.800911
27	1.270000	1.266769	-40.118822	-17.426064
28	1.270000	1.266769	-37.372305	-22.726602
29	1.270000	1.266769	-33.929612	-27.603787
30	1.270000	1.266769	-29.854874	-31.966765
31	1.270000	1.266769	-25.223997	-35.734263
32	1.270000	1.266769	-20.123245	-38.836099
33	1.270000	1.266769	-14.647634	-41.214493
34	1.270000	1.266769	-8.899166	-42.825138
35	1.270000	1.266769	-2.984923	-43.638032
36	1.270000	1.266769	2.984923	-43.638032
37	1.270000	1.266769	8.899166	-42.825138
38	1.270000	1.266769	14.647634	-41.214493
39	1.270000	1.266769	20.123245	-38.836099
40	1.270000	1.266769	25.223997	-35.734263
41	1.270000	1.266769	29.854874	-31.966765
42	1.270000	1.266769	33.929612	-27.603787
43	1.270000	1.266769	37.372305	-22.726602
44	1.270000	1.266769	40.118822	-17.426064
45	1.270000	1.266769	42.118002	-11.800911
46	1.270000	1.266769	43.332603	-5.955929

NOTE: The positions of the above rebars were computed by LPile

Minimum spacing between any two bars not equal to zero = 4.700 inches  
between bars 31 and 32.

Ratio of bar spacing to maximum aggregate size = 6.27

Concrete Properties:

Compressive Strength of Concrete	=	4500. psi
Modulus of Elasticity of Concrete	=	3823676. psi
Modulus of Rupture of Concrete	=	-503.115295 psi
Compression Strain at Peak Stress	=	0.002001
Tensile Strain at Fracture of Concrete	=	-0.0001152
Maximum Coarse Aggregate Size	=	0.750000 in

Number of Axial Thrust Force Values Determined from Pile-head Loadings = 2

Number	Axial Thrust Force kips
1	74.290
2	118.760

Summary of Results for Nominal Moment Capacity for Section 1

Moment values interpolated at maximum compressive strain = 0.003  
or maximum developed moment if pile fails at smaller strains.

Load No.	Axial Thrust kips	Nominal Mom. Cap. in-kip	Max. Comp. Strain
1	74.290	144053.589	0.00300000
2	118.760	145630.849	0.00300000

456035.1p11o

Note that the values of moment capacity in the table above are not factored by a strength reduction factor (phi-factor).

In ACI 318, the value of the strength reduction factor depends on whether the transverse reinforcing steel bars are tied hoops (0.65) or spirals (0.70).

The above values should be multiplied by the appropriate strength reduction factor to compute ultimate moment capacity according to ACI 318, Section 9.3.2.2 or the value required by the design standard being followed.

The following table presents factored moment capacities and corresponding bending stiffnesses computed for common resistance factor values used for reinforced concrete sections.

Axial Load No.	Resist. Factor for Moment	Nominal Moment Cap in-kips	Ult. (Fac) Ax. Thrust kips	Ult. (Fac) Moment Cap in-kips	Bend. Stiff. at Ult Mom kip-in <sup>2</sup>
1	0.65	144054.	48.288500	93635.	3.3963E+09
2	0.65	145631.	77.194000	94660.	3.4377E+09
1	0.75	144054.	52.003000	108040.	3.2739E+09
2	0.75	145631.	83.132000	109223.	3.3145E+09
1	0.90	144054.	55.717500	129648.	2.1488E+09
2	0.90	145631.	89.070000	131068.	2.1790E+09

-----  
Layering Correction Equivalent Depths of Soil & Rock Layers  
-----

Layer No.	Top of Layer Below Pile Head ft	Equivalent Top Depth Below Grnd Surf ft	Same Layer Type As Layer Above	Layer is Rock or is Below Rock Layer	F0 Integral for Layer lbs	F1 Integral for Layer lbs
1	0.5000	0.00	N.A.	No	0.00	41149.
2	3.5000	1.6374	Yes	No	41149.	184254.
3	9.5000	2.2693	Yes	No	225402.	1313806.
4	20.5000	4.0798	Yes	No	1539209.	N.A.

Notes: The F0 integral of Layer n+1 equals the sum of the F0 and F1 integrals for Layer n. Layering correction equivalent depths are computed only for soil types with both shallow-depth and deep-depth expressions for peak lateral load transfer. These soil types are soft and stiff clays, non-liquefied sands, and cemented c-phi soil.

-----  
Summary of Pile-head Responses for Conventional Analyses  
-----

Definitions of Pile-head Loading Conditions:

Load Type 1: Load 1 = Shear, V, lbs, and Load 2 = Moment, M, in-lbs  
 Load Type 2: Load 1 = Shear, V, lbs, and Load 2 = Slope, S, radians  
 Load Type 3: Load 1 = Shear, V, lbs, and Load 2 = Rot. Stiffness, R, in-lbs/rad.  
 Load Type 4: Load 1 = Top Deflection, y, inches, and Load 2 = Moment, M, in-lbs  
 Load Type 5: Load 1 = Top Deflection, y, inches, and Load 2 = Slope, S, radians

Load Case No.	Load Type 1	Pile-head Load 1	Load Type 2	Pile-head Load 2	Axial Loading lbs	Pile-head Deflection inches	Pile-head Rotation radians	Max Shear in Pile lbs	Max Moment in Pile in-lbs
1	V, lb	70947.	M, in-lb	1.37E+08	118760.	3.4213	-0.02426	-1059026.	1.41E+08
2	V, lb	15890.	M, in-lb	3.05E+07	74290.	0.05009	-3.87E-04	-182591.	3.11E+07

Maximum pile-head deflection = 3.4212869408 inches  
 Maximum pile-head rotation = -0.0242559965 radians = -1.389766 deg.

-----  
Summary of Warning Messages  
-----

456035.lp11o

The following warning was reported 444 times

\*\*\*\* Warning \*\*\*\*

An unreasonable input value for shear strength has been specified for a layer, defined using the stiff clay without free water criteria. The input value is greater than 8000 psf. Please check your input data for correctness.

The analysis ended normally.

1807.3.2.1 (2009 IBC, 2012 IBC, & 2015 IBC)

Moment (ft·k)	8,542.93	
Shear (k)	53.21	
Caisson diameter (ft)	8	
Caisson height above ground (ft)	0.5	
Caisson height below ground (ft)	32	
Lateral soil pressure (lb/ft <sup>2</sup> )	300.00	
Ground to application of force, h (ft)	161.05	
Applied lateral force, P (lb)	53,210	
Lateral soil bearing pressure, S <sub>1</sub> (lb/ft)	3,200.00	
Diameter, b (ft)	8	
A	4.86	= (2.34P)/(S <sub>1</sub> b)
Minimum depth of embedment, d (ft)	31.75	= 0.5A[ 1 + ( 1 + ( 4.36h / A ) ) <sup>1/2</sup> ]

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

# KY Public Service Commission

## Master Utility Search

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

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

	Utility ID	Utility Name	Utility Type	Class	City	State
<input type="button" value="View"/>	4111300	2600Hz, Inc. dba ZSWITCH	Cellular	D	San Francisco	CA
<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 Wireless	Cellular	A	Basking Ridge	NJ

<a href="#">View</a>	4106600	Cintex Wireless, LLC	Cellular	D	Rockville	MD
<a href="#">View</a>	4111150	Comcast OTR1, LLC	Cellular	D	Philadelphia	PA
<a href="#">View</a>	4101900	Consumer Cellular, Incorporated	Cellular	A	Portland	OR
<a href="#">View</a>	4106400	Credo Mobile, Inc.	Cellular	A	San Francisco	CA
<a href="#">View</a>	4108850	Cricket Wireless, LLC	Cellular	A	San Antonio	TX
<a href="#">View</a>	4111500	CSC Wireless, LLC d/b/a Altice Wireless	Cellular	C	Long Island City	NY
<a href="#">View</a>	10640	Cumberland Cellular Partnership	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4111650	DataBytes, Inc.	Cellular	C	Rogers	AR
<a href="#">View</a>	4111200	Dynalink Communications, Inc.	Cellular	C	Brooklyn	NY
<a href="#">View</a>	4111800	Earthlink, LLC	Cellular	C	Atlanta	GA
<a href="#">View</a>	4101000	East Kentucky Network, LLC dba Appalachian Wireless	Cellular	A	Ivel	KY
<a href="#">View</a>	4002300	Easy Telephone Service Company dba Easy Wireless	Cellular	D	Ocala	FL
<a href="#">View</a>	4109500	Enhanced Communications Group, LLC	Cellular	D	Bartlesville	OK
<a href="#">View</a>	4110450	Excellus Communications, LLC	Cellular	D	Chattanooga	TN
<a href="#">View</a>	4105900	Flash Wireless, LLC	Cellular	C	Concord	NC
<a href="#">View</a>	4104800	France Telecom Corporate Solutions L.L.C.	Cellular	D	Oak Hill	VA
<a href="#">View</a>	4111750	Gabb Wireless, Inc.	Cellular	C	Palo Alto	CA
<a href="#">View</a>	4109350	Global Connection Inc. of America	Cellular	D	Norcross	GA
<a href="#">View</a>	4102200	Globalstar USA, LLC	Cellular	B	Covington	LA
<a href="#">View</a>	4109600	Google North America Inc.	Cellular	A	Mountain View	CA
<a href="#">View</a>	33350363	Granite Telecommunications, LLC	Cellular	D	Quincy	MA
<a href="#">View</a>	4106000	GreatCall, Inc. d/b/a Jitterbug	Cellular	A	San Diego	CA
<a href="#">View</a>	10630	GTE Wireless of the Midwest dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4111350	HELLO MOBILE TELECOM LLC	Cellular	D	Dania Beach	FL
<a href="#">View</a>	4103100	i-Wireless, LLC	Cellular	B	Newport	KY
<a href="#">View</a>	4109800	IM Telecom, LLC d/b/a Infiniti Mobile	Cellular	D	Tulsa	OK
<a href="#">View</a>	22215360	KDDI America, Inc.	Cellular	D	New York	NY
<a href="#">View</a>	10872	Kentucky RSA #1 Partnership	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	10680	Kentucky RSA #3 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	10681	Kentucky RSA #4 Cellular General	Cellular	A	Elizabethtown	KY
<a href="#">View</a>	4111250	Liberty Mobile Wireless, LLC	Cellular	D	Sunny Isles Beach	FL
<a href="#">View</a>	4111550	Lingo Telecom of the South, LLC	Cellular	C	Atlanta	GA
<a href="#">View</a>	4111400	Locus Telecommunications, LLC	Cellular	A	Fort Lee	NJ

<a href="#">View</a>	4110900	Lunar Labs, Inc.	Cellular	D	Detroit	MI
<a href="#">View</a>	4107300	Lycamobile USA, Inc.	Cellular	D	Newark	NJ
<a href="#">View</a>	4108800	MetroPCS Michigan, LLC	Cellular	A	Bellevue	WA
<a href="#">View</a>	4111700	Mint Mobile, LLC	Cellular	C	Costa Mesa	CA
<a href="#">View</a>	4109650	Mitel Cloud Services, Inc.	Cellular	D	Mesa	AZ
<a href="#">View</a>	4202400	New Cingular Wireless PCS, LLC dba AT&T Mobility, PCS	Cellular	A	San Antonio	TX
<a href="#">View</a>	10900	New Par dba Verizon Wireless	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4000800	Nextel West Corporation	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001300	NPCR, Inc. dba Nextel Partners	Cellular	D	Overland Park	KS
<a href="#">View</a>	4001800	OnStar, LLC	Cellular	A	Detroit	MI
<a href="#">View</a>	4110750	Onvoy Spectrum, LLC	Cellular	D	Chicago	IL
<a href="#">View</a>	4109050	Patriot Mobile LLC	Cellular	D	Irving	TX
<a href="#">View</a>	4110250	Plintron Technologies USA LLC	Cellular	D	Bellevue	WA
<a href="#">View</a>	33351182	PNG Telecommunications, Inc. dba PowerNet Global Communications	Cellular	D	Cincinnati	OH
<a href="#">View</a>	4107700	Puretalk Holdings, LLC	Cellular	A	Covington	GA
<a href="#">View</a>	4106700	Q Link Wireless, LLC	Cellular	B	Dania	FL
<a href="#">View</a>	4108700	Ready Wireless, LLC	Cellular	B	Hiawatha	IA
<a href="#">View</a>	4110500	Republic Wireless, Inc.	Cellular	B	Raleigh	NC
<a href="#">View</a>	4106200	Rural Cellular Corporation	Cellular	A	Basking Ridge	NJ
<a href="#">View</a>	4108550	Sage Telecom Communications, LLC dba TruConnect	Cellular	D	Los Angeles	CA
<a href="#">View</a>	4109150	SelecTel, Inc. d/b/a SelecTel Wireless	Cellular	D	Freemont	NE
<a href="#">View</a>	4110150	Spectrotel, Inc. d/b/a Touch Base Communications	Cellular	D	Neptune	NJ
<a href="#">View</a>	4111450	Spectrum Mobile, LLC	Cellular	C	St. Louis	MO
<a href="#">View</a>	4200100	Sprint Spectrum, L.P.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4200500	SprintCom, Inc.	Cellular	A	Atlanta	GA
<a href="#">View</a>	4109550	Stream Communications, LLC	Cellular	D	Dallas	TX
<a href="#">View</a>	4111600	STX Group LLC dba Twigby	Cellular	C	Murfreesboro	TN
<a href="#">View</a>	4110200	T C Telephone LLC d/b/a Horizon Cellular	Cellular	D	Red Bluff	CA
<a href="#">View</a>	4202200	T-Mobile Central, LLC dba T- Mobile	Cellular	A	Bellevue	WA
<a href="#">View</a>	4002500	TAG Mobile, LLC	Cellular	D	Carrollton	TX
<a href="#">View</a>	4109700	Telecom Management, Inc. dba Pioneer Telephone	Cellular	D	Portland	ME
<a href="#">View</a>	4107200	Telefonica USA, Inc.	Cellular	D	Miami	FL
<a href="#">View</a>	4108900	Telrite Corporation	Cellular	D	Covington	GA
<a href="#">View</a>	4108450	Tempo Telecom, LLC	Cellular	B	Atlanta	GA
<a href="#">View</a>	4109000	Ting, Inc.	Cellular	A	Toronto	ON

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

**EXHIBIT E**  
**FAA**

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

Airspace User: Kelli OGrady

File: DD963M\_MONFORD

Location: Morgan, KY

Latitude: 37°-16'-13.0" Longitude: 086°-40'-03.8"

SITE ELEVATION AMSL.....606 ft.  
STRUCTURE HEIGHT.....199 ft.  
OVERALL HEIGHT AMSL.....805 ft.  
SURVEY HEIGHT AMSL.....805 ft.

NOTICE CRITERIA

FAR 77.9(a): NNR (DNE 200 ft AGL)  
FAR 77.9(b): NNR (DNE Notice Slope)  
FAR 77.9(c): NNR (Not a Traverse Way)  
FAR 77.9: NNR (No Expected TERPS® impact with JQD)  
FAR 77.9: NNR (No Expected TERPS® impact M20)  
FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required

NNR = Notice Not Required

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

bottom

of this report.

Notice to the FAA is not required at the analyzed location and height for

slope, height or Straight-In procedures. Please review the 'Air Navigation'

section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

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

VFR TRAFFIC PATTERN AIRSPACE FOR: JQD: OHIO COUNTY

Type: A RD: 85476.7 RE: 530.3  
 FAR 77.17(a) (1): DNE  
 FAR 77.17(a) (2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: M20: LEITCHFIELD-GRAYSON CO

Type: A RD: 125951 RE: 763  
 FAR 77.17(a) (1): DNE  
 FAR 77.17(a) (2): DNE - Greater Than 5.99 NM.  
 VFR Horizontal Surface: DNE  
 VFR Conical Surface: DNE  
 VFR Primary Surface: DNE  
 VFR Approach Surface: DNE  
 VFR Transitional Surface: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

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

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

FAR 77.17(a) (4) MOCA Altitude Enroute Criteria  
 The Maximum Height Permitted is 1964 ft AMSL

PRIVATE LANDING FACILITIES

No Private Landing Facilities Are Within 6 NM

AIR NAVIGATION ELECTRONIC FACILITIES

GRND	FAC	ST	DIST	DELTA	ST	LOCATION	
ANGLE	APCH	AT	FREQ	VECTOR	(ft)	ELEVA	
BEAR	IDNT	TYPE					
	BWG	VORTAC	R	117.9	152.32	140517 +237	KY BOWLING
	GREEN	.10					
	CCT	VORTAC	I	109.8	283.44	178045 +353	KY CENTRAL
	CITY	.11					

CFR Title 47, §1.30000-§1.30004

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

Movement Method Proof as specified in §73.151(c) is not required. Please review 'AM Station Report' for details.

Nearest AM Station: WLBQ @ 5983 meters.

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Airspace®  
Copyright © 1989 - 2019

08-15-2019  
15:26:13

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

**From:** [Houlihan, John F. \(KYTC\)](#)  
**To:** [Joseph "Matt" Hill](#)  
**Subject:** [External] RE: Monford  
**Date:** Friday, October 11, 2019 8:11:50 AM

---

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

No permit is required from the KAZC. Thank you

Kentucky Airport Zoning Commission (KAZC)

John Houlihan, Administrator

Department of Highways, District Six

421 Buttermilk Pike

Covington, KY 41017

Desk Phone 859-426-6973, Cell Phone 502-330-3955

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

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---

**From:** Joseph "Matt" Hill <Joseph.Hill2@mastec.com>  
**Sent:** Thursday, October 10, 2019 4:47 PM  
**To:** Houlihan, John F (KYTC) <John.Houlihan@ky.gov>  
**Cc:** Paige Blose <Paige.Blose@mastec.com>  
**Subject:** Monford

John,

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

Project Name: Monford

Latitude: 37° 16' 13.01"

Longitude: 86° 40' 03.76"

GE: 606'

Tower height including lightning arrestor: 199'

Overall height: 805'

Thanks,

**Matt Hill**

Project Manager II  
NSB Site Acquisition, TN/KY



1975 Joe B. Jackson Parkway  
Murfreesboro, TN 37127  
Mobile: 615-339-5218  
Email: [Joseph.Hill2@mastec.com](mailto:Joseph.Hill2@mastec.com)

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

Date: March 16, 2020

POD Job Number: 20-58642

**GEOTECHNICAL REPORT**

**MONFORD**

**(13800753)**

**37° 16' 13.01" N**

**86° 40' 03.76" W**

1237 Brownsville Road,  
Morgantown, KY 42261

Prepared For:



Prepared By:





March 16, 2020

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

Re: Geotechnical Report – **PROPOSED 195' MONOPOLE TOWER w/ 4' LIGHTNING ARRESTOR**  
Site Name: **MONFORD (13800753)**  
Site Address: 1237 Brownsville Road, Morgantown, Butler County, Kentucky  
Coordinates: N37° 16' 13.01", W86° 40' 03.76"  
POD Project No. 20-58642

Dear Ms. Ward:

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

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

Cordially,

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

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



Copies submitted: (3) Ms. Michelle Ward

**LETTER OF TRANSMITTAL**

**TABLE OF CONTENTS**

	<u>Page</u>
<b>1. PURPOSE AND SCOPE.....</b>	<b>1</b>
<b>2. PROJECT CHARACTERISTICS .....</b>	<b>1</b>
<b>3. SUBSURFACE CONDITIONS .....</b>	<b>1</b>
<b>4. FOUNDATION DESIGN RECOMMENDATIONS .....</b>	<b>2</b>
4.1. PROPOSED TOWER .....	3
4.1.1. Drilled Piers .....	3
4.1.2. Mat Foundation .....	4
4.2. EQUIPMENT PLATFORM.....	4
4.3. EQUIPMENT SLAB.....	4
4.4. EQUIPMENT BUILDING .....	4
4.5. DRAINAGE AND GROUNDWATER CONSIDERATIONS .....	5
<b>5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS.....</b>	<b>5</b>
5.1 DRILLED PIERS .....	5
5.2 FILL COMPACTION .....	6
5.3 CONSTRUCTION DEWATERING .....	6
<b>6 FIELD INVESTIGATION .....</b>	<b>7</b>
<b>7 WARRANTY AND LIMITATIONS OF STUDY .....</b>	<b>7</b>

**APPENDIX**

BORING LOCATION PLAN  
BORING LOGS  
SOIL SAMPLE CLASSIFICATION

Geotechnical Report

MONFORD  
March 16, 2020

Geotechnical Report  
**PROPOSED 195' MONOPOLE TOWER w/ 4' LIGHTNING ARRESTOR**  
Site Name: **MONFORD (13800753)**  
1237 Brownsville Road, Morgantown, Butler County, Kentucky  
N37° 16' 13.01", W86° 40' 03.76"

### 1. PURPOSE AND SCOPE

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

### 2. PROJECT CHARACTERISTICS

AT&T is proposing to construct a monopole tower and either an equipment shelter, slab or platform at N37° 16' 13.01", W86° 40' 03.76", 1237 Brownsville Road, Morgantown, Butler County, Kentucky. The site is located in a grass field near a hilltop in a rural area Butler County north of Morgantown and the Green River. The proposed lease area will be 80 feet by 80 feet square and will be accessed by a new access road off Brownsville Road running generally north to the site. The proposed elevation at the tower location is about EL 606 and there is about 5-foot of change in elevation across the proposed lease area. The proposed tower location is shown on the Boring Location Plan in the Appendix.

### 3. SUBSURFACE CONDITIONS

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

According to the Kentucky Geological Survey, Kentucky Geologic Map Information Services, the site is underlain by the Middle Pennsylvanian age Tradewater Formation. The formation is made up of sandstone, siltstone, shale and coal. It is not subject to karst.

The borings encountered about 9 to 11 inches of topsoil at the existing ground surface. Below the topsoil, the borings encountered silty clay (CL) of low to medium plasticity. The SPT N-values in the clay were between 4 to over 50 blows per foot (bpf) generally indicating a soft to hard consistency. Below about 9 feet, the clay contained a significant

Geotechnical Report

MONFORD  
March 16, 2020

amount of sandstone and shale fragments. The borings encountered auger refusal in the clay at depths between 18.3 and 21.8 feet. Auger refusal is defined as the depth at which the boring can no longer be advanced using the current drilling method.

The refusal material was cored in Boring 1 from 21.8 to 31.8 feet below the ground surface. Siltstone that was moderately hard with soft layers, moderately weathered and gray was encountered in the core run. The recoveries of the rock cores were 90 and 97 percent and the RQD values were 8 and 53 percent. These values generally represent poor to fair quality rock from a foundation support viewpoint.

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

Based on the limited subsurface conditions encountered at the site and using Table 1615.1.1 of the 2013 Kentucky Building Code, the site class is considered "C". Seismic design requirements for telecommunication towers are given in section 1622 of the code. A detailed seismic study was beyond the scope of this report.

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

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

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

**4.1. Proposed Tower**

Our findings indicate that the proposed monopole tower can be supported on drilled piers or on a common mat foundation.

**4.1.1. Drilled Piers**

The following table summarizes the recommended values for use in analyzing lateral and frictional resistance for the various strata encountered at the test boring. It is important to note that these values are estimated based on the standard penetration test results and soil types and were not directly measured. The all values provided are ultimate values and appropriate factors of safety should be used in conjunction with these values. If the piers will bear deeper than about 32 feet, a deeper boring should be drilled to determine the nature of the deeper material.

Depth Below Ground Surface, feet	0 - 3	3 - 9	9 - 20	20 - 32
<b>Ultimate Bearing Pressure (psf)</b>		5,500	20,000	75,000
<b>C</b> <b>Undrained Shear Strength, psf</b>	500	1,000	4,000	15,000
<b>∅</b> <b>Angle of Internal Friction degrees</b>	0	0	0	0
<b>Total Unit Weight, pcf</b>	110	120	125	135
<b>Soil Modulus Parameter</b> <b>k, pci</b>	30	500	750	2000
<b>Passive Soil Pressure,</b> <b>psf/one foot of depth</b>		675 + 40(D-3)	2,650 + 42(D-9)	10,000 + 45(D-20)
<b>Side Friction, psf</b>	100	300	800	1200

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

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

**4.1.2. Mat Foundation**

The tower could be supported on a common mat foundation bearing in the silty clay seams at least 3 feet in depth can be designed using a net allowable bearing pressure of 3,500 pounds per square foot may be used. This value may be increased by 30 percent for the maximum edge pressure under transient loads. The friction value can be increased to 0.30 between the concrete and clay. The passive pressures given for the drilled pier foundation may be used to resist lateral forces.

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

**4.2. Equipment Platform**

An equipment platform may be supported on shallow piers bearing in the natural clay and designed for a net allowable soil pressure of 2,000 pounds per square foot. The piers should bear at a depth of at least 24 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

**4.3. Equipment Slab**

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

**4.4. Equipment Building**

If an equipment building support on a slab is chosen in place of the equipment platform, it may be supported on shallow spread footings bearing in the natural clay soil and designed for a net allowable soil pressure of 2,000 pounds per square foot.

The footings should be at least ten inches wide. If the footings bear on soil, they should bear at a depth of at least 24 inches to minimize the effects of frost action. All existing topsoil or soft natural soil should be removed beneath footings.

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

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

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

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

### **5. GENERAL CONSTRUCTION PROCEDURES AND RECOMMENDATIONS**

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

#### **5.1 Drilled Piers**

The following recommendations are recommended for drilled pier construction:

- ▲ Clean the foundation bearing area so it is nearly level or suitably benched and is free of ponded water or loose material.
- ▲ Make provisions for ground water removal from the drilled shaft excavation. While groundwater

was not encountered during the soil drilling, some significant seepage may be encountered. The drilled pier contractor should have pumps on hand to remove water from the drilled pier.

- ▲ Specify concrete slumps ranging from 4 to 7 inches for the drilled shaft construction. These slumps are recommended to fill irregularities along the sides and bottom of the drilled hole, displace water as it is placed, and permit placement of reinforcing cages into the fluid concrete.
- ▲ Retain the geotechnical engineer to observe foundation excavations after the bottom of the hole is leveled, cleaned of any mud or extraneous material, and dewatered.
- ▲ Install a temporary protective steel casing to prevent side wall collapse, prevent excessive mud and water intrusion in the drilled shaft.
- ▲ The protective steel casing may be extracted as the concrete is placed provided a sufficient head of concrete is maintained inside the steel casing to prevent soil or water intrusion into the newly placed concrete.
- ▲ Direct the concrete placement into the drilled hole through a centering chute to reduce side flow or segregation.

## 5.2 Fill Compaction

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

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

## 5.3 Construction Dewatering

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

If groundwater is encountered in the drilled pier excavations, it may be difficult to dewater since pumping directly from the excavations could cause a deterioration of the bottom of the excavation. If the pier excavations are not dewatered, concrete should be placed by the termie method.

## **6 FIELD INVESTIGATION**

Three soil test borings were drilled near the base of the proposed tower. Split-spoon samples were obtained by the Standard Penetration Test (SPT) procedure (ASTM D1586) in all test borings. The borings encountered auger refusal at depths between 18.3 and 21.8 feet. A rock core of the refusal material was taken in Boring 1 from 21.8 to 31.8 feet. The split-spoon samples were inspected and visually classified by a geotechnical engineer. Representative portions of the soil samples were sealed in glass jars and returned to our laboratory.

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

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

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

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

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

Geotechnical Report

MONFORD  
March 16, 2020

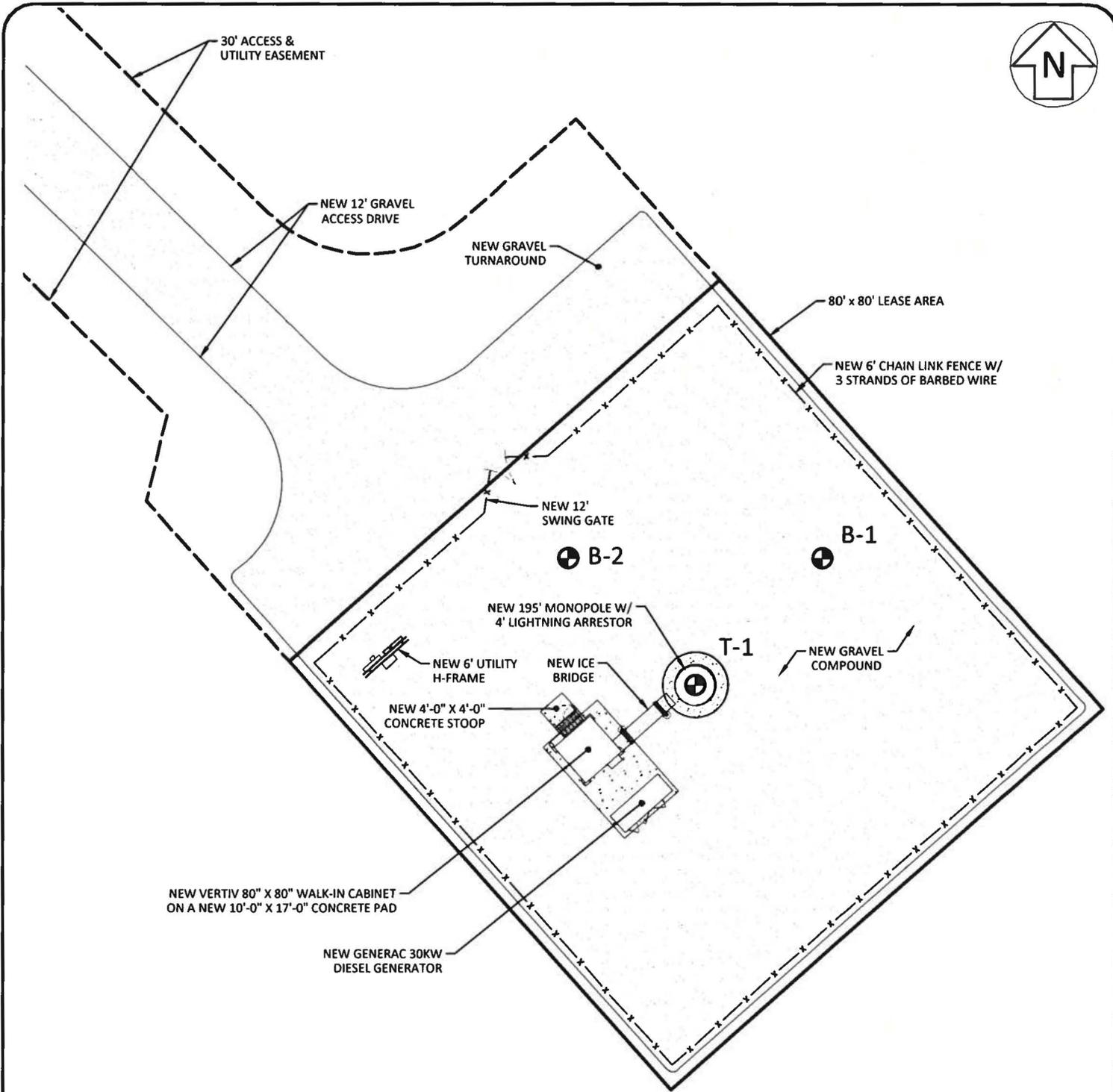
becomes available, a review must be made by this office to determine if any modification in the recommendations will be required.

## **APPENDIX**

**BORING LOCATION PLAN**

**BORING LOGS**

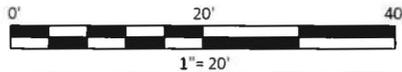
**SOIL SAMPLE CLASSIFICATION**



**LEGEND**



BORING LOCATION



SHEET TITLE: <b>BORING LOCATION PLAN</b>	FA NUMBER: <b>13800753</b>	SITE INFORMATION: <b>MONFORD</b> 1237 BROWNSVILLE ROAD MORGANTOWN, KY 42261 BUTLER COUNTY	PREPARED BY:  <b>POD</b> POWER OF DESIGN 11490 BLUEGRASS PKWY LOUISVILLE, KY 40299 502-437-5252
	LATITUDE: 37° 16' 13.01" LONGITUDE: -86° 40' 03.76"		
SHEET NUMBER: <b>1</b>	POD NUMBER: 20-58642 DRAWN BY: KDP CHECKED BY: MEP DATE: 3.13.20		



# Boring Log

Boring: T-1

Page 1 of 1

**Project:** Monford

**City, State**

Morgantown, KY

<b>Method:</b> S.F.A.	<b>Boring Date:</b> 3-Mar-20	<b>Location:</b> Proposed Tower
<b>Inside Diameter:</b> 4"	<b>Drill Rig Type:</b> D-50	<b>Hammer Type:</b> Auto
<b>Groundwater:</b> DRY		<b>Weather:</b>
<b>Driller:</b> Strata Group, LLC		<b>Note:</b> About 10 inches of topsoil was encountered at the ground surface

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength (ksf)
0.8	21.8	SILTY CLAY (CL) - medium stiff, moist, light brown-brown mottled  - trace sandstone, orange brown-light gray mottled  - with highly weathered sandstone and siltstone, black, light gray and orange	0 - 1.5	SS	2, 2, 3	10	5			23%		2.0
			1.5 - 3	SS	6, 9, 10	8	19,			16%		4.2
4.0			4 - 5.5	SS	5, 8, 50	8	58,			25%		4.1
6.5			6.5 - 8	SS	9, 19, 25	12	44,			25%		
			9 - 10.5	SS	27, 50,	4	50,			11%		
			14 - 15.5	SS	50,	0	50,			13%		
		19-20.5	SS	50,	0				13%			
21.8	31.8	SILTSTONE - moderately weathered, moderately hard with soft layers, gray	21.8-26.8	RC		54		8%				
			26.8-31.8	RC		58		53%				
		<b>Boring Termianted at 31.8 feet</b>										



# Boring Log

Boring: B-1

Page 1 of 1

**Project:** Monford

**City, State**

Morgantown, KY

<b>Method:</b> S.F.A.	<b>Boring Date:</b> 3-Mar-20	<b>Location:</b> Proposed Tower
<b>Inside Diameter:</b> 4"	<b>Drill Rig Type:</b> D-50	<b>Hammer Type:</b> Auto
<b>Groundwater:</b> DRY		<b>Weather:</b>
<b>Driller:</b> Strata Group, LLC		
<b>Note:</b> About 11 inches of topsoil was encountered at the ground surface		

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD,%)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (ksf)
0.9	18.3	SILTY CLAY (CL) - soft to very stiff, moist, light brown-brown mottled with trace sandstone fragments  6.5 - hard, orange brown  9.0 - with highly weathered sandstone and siltstone, black, light gray and orange	0 - 1.5	SS	1, 2, 2	10	4			24%		2.0
			1.5 - 3	SS	8, 8, 9	11	17,			24%		5.0
			4 - 5.5	SS	7, 9, 9	14	18,			25%		3.0
			6.5 - 8	SS	7, 16, 18	16	34,			21%		
			9 - 10.5	SS	50,	2	50,			16%		
			14 - 15.5	SS	50,	0	50,			13%		
		<b>Auger Refusal at 18.3 feet</b>										



# Boring Log

Boring: B-2

Page 1 of 1

**Project:** Monford

**City, State**

Morgantown, KY

<b>Method:</b> S.F.A.	<b>Boring Date:</b> 3-Mar-20	<b>Location:</b> Proposed Tower
<b>Inside Diameter:</b> 4"	<b>Drill Rig Type:</b> D-50	<b>Hammer Type:</b> Auto
<b>Groundwater:</b> DRY		<b>Weather:</b>
<b>Driller:</b> Strata Group, LLC		<b>Note:</b> About 9 inches of topsoil was encountered at the ground surface

From (ft)	To (ft)	Material Description	Sample Depth (ft)	Sample Type	Blows per 6-inch increment	Recovery (in)	SPT-N value	Rock Quality (RQD, %)	Atterberg Limits	Moisture Content (%)	% Fines (clay & silt)	Unconfined Compressive Strength, (ksf)
0.8	20.0	SILTY CLAY (CL) - soft to stiff, moist, brown with trace sandstone fragments  - very stiff, orange brown-light gray mottled  - hard  - with highly weathered sandstone and siltstone	0 - 1.5	SS	2, 2, 2	10	12			28%		1.0
			1.5 - 3	SS	7, 7, 8	12	15,			17%		
	4.0		4 - 5.5	SS	6, 7, 10	14	17,			19%		3.2
	6.5		6.5 - 8	SS	10, 12, 20	12	32,			17%		
	9.0		9 - 10.5	SS	50,	3	50,			10%		
			14 - 15.5	SS	50,	0	50,			14%		
			19-20	SS	50,	0	50,			14%		
		Auger Refusal at 20 feet										

## SOIL SAMPLE CLASSIFICATION

### FINE AND COARSE GRAINED SOIL INFORMATION

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

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

### ROCK PROPERTIES

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

Recovery = $\frac{\text{Length of Rock Core Recovered}}{\text{Length of Core Run}} \times 100$	63 REC	Core Diameter	Inches	
	NQ	BQ	1-7/16	
	43 RQD	NQ	1-7/8	
RQD = $\frac{\text{Sum of 4 in. and longer Rock Pieces Recovered}}{\text{Length of Core Run}} \times 100$	X100	HQ	2-1/2	

### SYMBOLS

#### KEY TO MATERIAL TYPES

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

ROCKS	
Symbols	Typical Names
	Limestone or Dolomite
	Shale
	Sandstone

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

#### SAMPLING SYMBOLS

SS	Split Spoon Sample
	Relatively Undisturbed Sample
	Rock Core Sample

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

### Driving Directions to Proposed Tower Site

1. Beginning at 110 N Main Street, Morgantown, KY 42261, head southwest on N Main Street toward W G L Smith Street and travel approximately 157 feet.
2. Turn right at the first cross street onto US-231 N / W G L Smith Street and travel approximately 2.4 miles.
3. Turn right onto KY-70 E / KY-79 N and travel approximately 0.9 miles.
4. Turn right onto KY-70 E and travel approximately 0.5 miles. The site location is on the left at 1237 Brownsville Road, Morgantown, KY 42261.

The site coordinates are:

- a. North 37 deg 16 min 13.01 sec
- b. West 86° deg 40 min 03.76 sec



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

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

Market: Evansville  
Cell Site Number: KYL03669  
Cell Site Name: Monford  
Search Ring Name: Monford  
Fixed Asset Number: 13800753

## 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 David Hamlet and Diana Hamlet, a married couple, having a mailing address of 1237 Brownsville Road, Morgantown, KY 42261 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 1237 Brownsville Road, Morgantown, in the County of Butler, 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 One Thousand and [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.

(c) 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.

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 (5<sup>th</sup>) day of each calendar month in advance, [REDACTED] (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, 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 ten percent (10%) 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 six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of a termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.** 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. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

- (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;
- (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and
- (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

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, to the best of Landlord's knowledge after reasonable investigation, and 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, excluding acts of nature beyond Landlord's control, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [REDACTED] per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Footings, foundations, and concrete will be removed to a depth of two-foot below

grade. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

#### **14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, excluding any landscaping installed by Tenant as a condition of this Agreement or any required permit. Notwithstanding the foregoing, Tenant shall be responsible for the construction, maintenance, and upkeep of any Tenant constructed access road installed on the Property to the Communication Facility. Any damage to the Landlord's existing driveway during construction or modification of tower by Tenant and its employees, agents, and subcontractors, will be immediately repaired by Tenant after construction or modification of tower is complete.

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

**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 #: KYL03669; Cell Site Name: Monford (KY)  
Fixed Asset #: 13800753  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

With a copy to:               New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: KYL03669; Cell Site Name: Monford (KY)  
Fixed Asset #: 13800753  
208 S. Akard Street  
Dallas, TX 75202-4206

If to Landlord:                   David & Diana Hamlet  
1237 Brownsville Road  
Morgantown, KY 42261

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 the best of their ability, to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of when the casualty or other harm has been discovered by Landlord. 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.

(h) Notwithstanding anything contained in Section 21(a), Tenant shall reimburse Landlord for the Attributable Amount of taxes or assessments levied on the lands or other property owned by Landlord, under the following circumstances and following receipt by Tenant of all of the documents listed below: (1) there has been an increase in the taxes and assessments levied upon the lands or property, Landlord improvements and other property of Landlord, that is attributable solely to Tenant's leasehold improvements on the Premises (a "Qualified Increase"), as initially measured for the period beginning immediately before the Tenant leasehold improvements are made to the Premises and ending on the first succeeding assessment date (the "Base Amount"), and, with respect to any subsequent assessment period, any increase in the taxes and assessments levied upon the lands or other property that is a Qualified Increase over the Base Amount (the Base Amount or any subsequent Qualified Increase over the Base Amount shall be hereinafter referred to as the "Attributable

Amount”), (2) Landlord shall provide Tenant with copies of all notices of assessment on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment, along with sufficient written documentation evidencing any Qualified Increase, (3) Landlord shall provide Tenant with written notice including evidence that Landlord has timely paid the taxes and assessments that are the subject of the notice of assessment in question, and (4) Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the Attributable Amount and to reimburse to Landlord as required hereunder. If Landlord fails to provide such notices within such thirty (30) day period, Tenant shall have no obligation to reimburse Landlord for the Attributable Amount for the year covered by the assessment and all subsequent years to the extent that (i) Landlord continues to fail in providing timely notice following receipt of subsequent assessment notices, or (ii) Tenant is precluded from challenging such assessment with the appropriate government authorities. Landlord shall timely pay to the appropriate taxing or governmental authority the full amount of the assessed taxes or assessments, but may seek reimbursement from Tenant as provided herein.

## **22. SALE OF PROPERTY.**

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

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

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

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

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

**23. RIGHT OF FIRST REFUSAL.** Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments

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

#### **24. MISCELLANEOUS.**

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

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

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

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

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

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

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

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable;

(vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

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

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

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

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

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

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

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

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

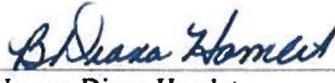
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

**"LANDLORD"**

David Hamlet and Diana Hamlet  
married couple

By:   
Print Name: David Hamlet  
Its: Owner  
Date: 9-27-18

By:   
Print Name: Diana Hamlet  
Its: Owner  
Date: 09/27/2018

**"TENANT"**

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

~~By: AT&T Mobility Corporation~~  
~~Its: Manager~~

By:   
Print Name: Jason Allday  
Its: Area Manager Network Engineering  
TNKY Site Acquisition  
Date: 

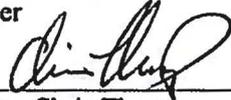
[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]



**"TENANT"**

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

By: AT&T Mobility Corporation  
Its: Manager

By:   
Print Name: Chris Tharp

Its: Area Manager Network  
Engineering  
TNKY Site Acquisition

Date: 5-21-2019

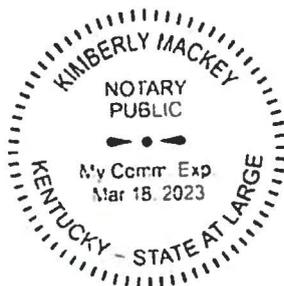
**TENANT ACKNOWLEDGMENT**

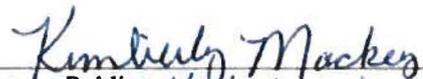
STATE OF KENTUCKY

) ss:

COUNTY OF JEFFERSON

On the 21 day of May, 2019, before me personally appeared Chris Tharp, and acknowledged under oath that he/she is the Area Manager Network Engineering TNKY Site Acquisition of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



  
Notary Public: Kimberly Mackey ID 619636  
My Commission Expires: March 18, 2023

**EXHIBIT 1**

**DESCRIPTION OF PROPERTY AND PREMISES**

Page 1 of 2

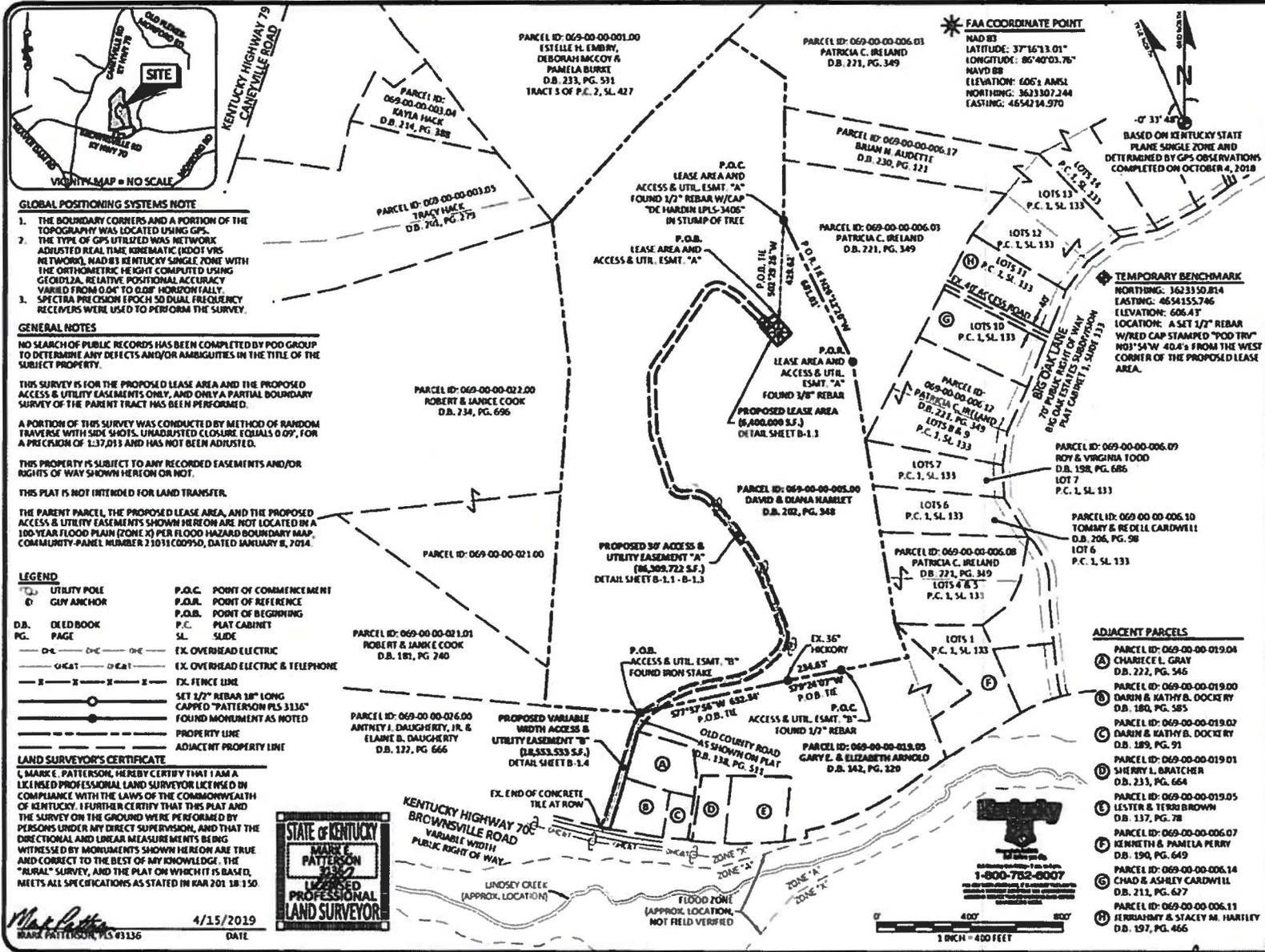
to the Option and Land Lease Agreement dated May 21, 2019, by and between David Hamlet and Diana Hamlet, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:  
DB 202, Pg 348

Beginning on a stake in a drain with a white oak on either side East and West one pole off marked a pointer this is a corner to the Coots land and is where the Adare patten crosses the Larua Patten line running with Taylor's line S 39 3/4 W 218 poles to Mack Phelps corner; thence S 67 E 34 poles; thence S 71 E 30 poles; thence S 82 E 29 poles to a stone thence N 21 E 8 poles thence S 88 1/2 poles to a double hickory, thence E 25 poles to a small black oak, Hunt's corner; thence N 73 1/2 E 68 poles to a stone in Hunt's line; thence N 12 1/2 W 76 poles; thence N 35 W 14 poles, thence N 34 W 27 poles; thence 3 1/2 W 38 poles to a stone and small white oak; thence 60 1/2 W 18 poles to the beginning, containing 123 acres, more or less.

BUT THERE IS EXCEPTED AND NOT HEREIN CONVEYED from the above mentioned tract 55 acres, more or less of the above described land sold by Chyle Coots and Cora Coots, husband and wife, to H.E. Fiener by deed dated July 13, 1939 and recorded in Deed Book 48, Page 549, in the records of the office of the Butler County Clerk.

Being the same property conveyed to Darrell Deweese and Amy Deweese, his wife, by deed from Oma Burden, single, Ronnie Burden and Joyce Burden, his wife, Sandra Carroll and Danny Carroll, her husband, and Judith Moore, single, dated August 29, 2008 and recorded in Deed Book 195, at Page 466, in the records of the Butler County Clerk.



PREPARED BY:  
  
 LAUREL UNIVERSITY PARKWAY  
 LOUISVILLE, KY 40290  
 502-497-6222

PREPARED FOR:  
  
 PREPARED FOR:

**SITE SURVEY**

REV	DATE	DESCRIPTION
A	10.16.18	PRELIM ISSUE WITH TITLE
B	3.27.19	CLC COMMENTS
C	4.13.19	ISSUED AS FINAL

**SITE INFORMATION:**

**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005-00

**PROPERTY OWNER:**  
 DAVID & DIANA HABLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 702, PAGE 348

**SITE NUMBER:**  
 KY103669

**POD NUMBER:** 18-28369

**DRAWN BY:** DAP  
**CHECKED BY:** MFP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 10.16.18

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

**SHEET NUMBER: (7 pages)**  
**B-1**

*David Hablet*  
*B Diana Hablet*

**EXHIBIT J  
NOTIFICATION LISTING**

**Monford – Notice List**

HAMLET DAVID & DIANA  
1237 BROWNSVILLE RD  
MORGANTOWN, KY 42261

EMBRY MCCOY & BURKE  
1928 CANEYVILLE RD  
MORGANTOWN, KY 42261

IRELAND PATRICIA C  
PO BOX 124  
LEWISBURG, KY 42256

AUDETTE BRIAN N  
363 BIG OAK LN  
MORGANTOWN, KY 42261

TODD ROY & VIRGINIA  
PO BOX 1654  
MORGANTOWN, KY 42261

CARDWELL TOMMY & REDELL  
73 HATCHER RD  
MORGANTOWN, KY 42261

PERRY KENNETH & PAMELA  
1615 BROWNSVILLE RD  
MORGANTOWN, KY 42261

ARNOLD GARY  
1245 BROWNSVILLE RD  
MORGANTOWN, KY 42261

GRAY CHARIECE L  
68 WOODCOCK LN  
MORGANTOWN, KY 42261

DOCKERY DARIN & KATHY  
1255 BROWNSVILLE RD  
MORGANTOWN, KY 42261

DYER ELWOOD & DIANE  
PO BOX 140  
ABERDEEN, KY 42201

DAUGHERTY ANTNEY JR & ELAINE  
877 BROWNSVILLE RD  
MORGANTOWN, KY 42261

COOK ROBERT  
%MICHAEL JACKSON  
1043 BROWNSVILLE RD  
MORGANTOWN, KY 42261

COOK ROBERT & JANICE  
PO BOX 89  
ABERDEEN, KY 42201

VOYLES LOUISE MOORE & ORVIL  
P O BOX 124  
BEAVER DAM, KY 42320

HACK TRACY  
1274 CANEYVILLE RD  
MORGANTOWN, KY 42261

HACK KAYLA  
1274 CANEYVILLE RD  
MORGANTOWN, KY 42261

HARTLEY JERRIAHMY & STACY M  
327 BIG OAK LN  
MORGANTOWN, KY 42261

CARDWELL CHAD & ASHLEY  
309 BIG OAK LN  
MORGANTOWN KY 42261

**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: Monford**

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 1237 Brownsville Road Morgantown, KY 42261 (37° 16' 13.01" North latitude, 86° 40' 03.76" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrester 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 2020-00058 in any correspondence sent in connection with this matter.

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

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

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosure

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

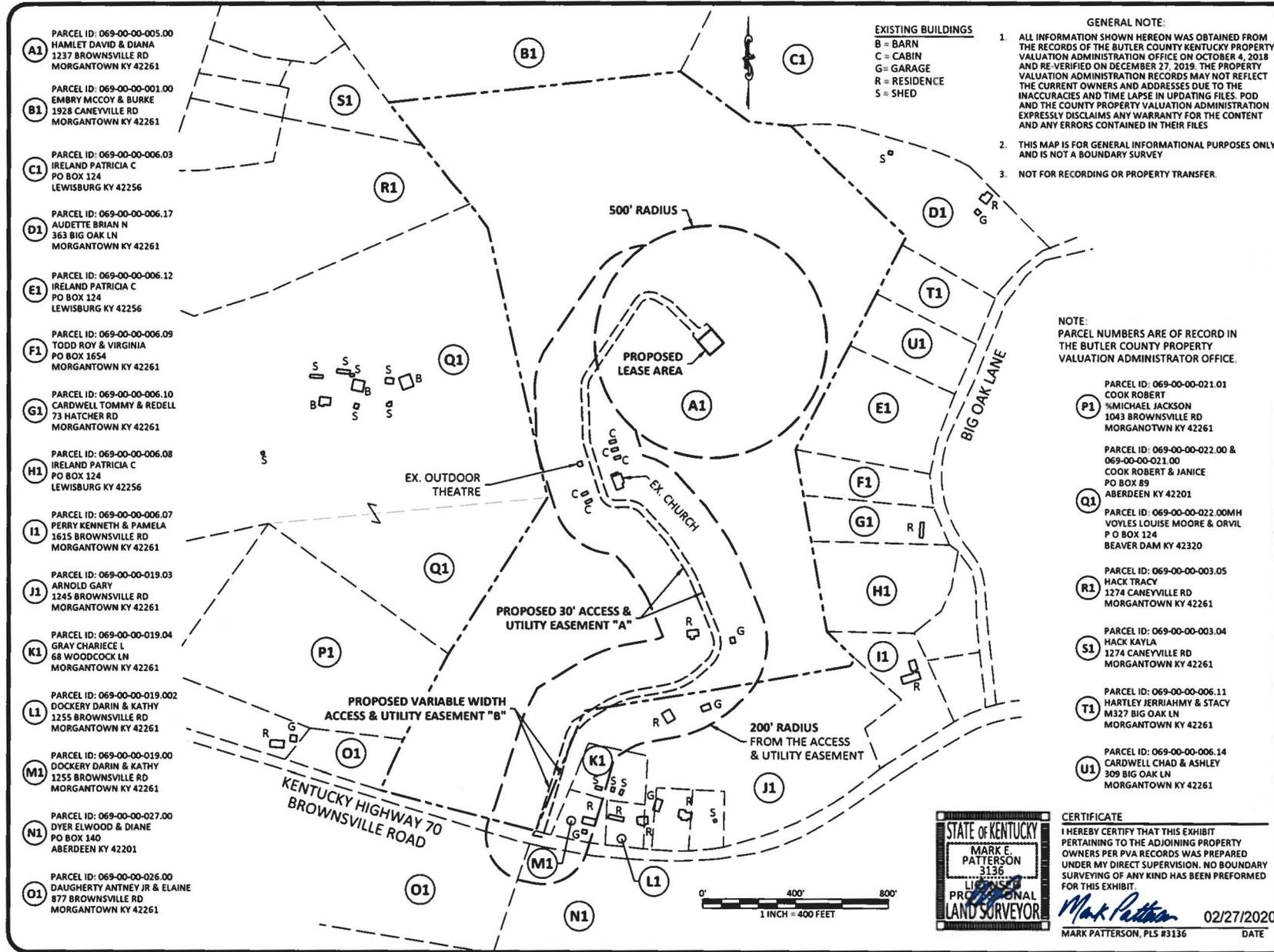
1. Beginning at 110 N Main Street, Morgantown, KY 42261, head southwest on N Main Street toward W G L Smith Street and travel approximately 157 feet.
2. Turn right at the first cross street onto US-231 N / W G L Smith Street and travel approximately 2.4 miles.
3. Turn right onto KY-70 E / KY-79 N and travel approximately 0.9 miles.
4. Turn right onto KY-70 E and travel approximately 0.5 miles. The site location is on the left at 1237 Brownsville Road, Morgantown, KY 42261.

The site coordinates are:

- a. North 37 deg 16 min 13.01 sec
- b. West 86° deg 40 min 03.76 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



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

**GENERAL NOTE:**

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BUTLER COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON OCTOBER 4, 2018 AND RE-VERIFIED ON DECEMBER 27, 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.

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

PARCEL ID: 069-00-00-021.01  
 P1 COOK ROBERT  
 1/4 MICHAEL JACKSON  
 1043 BROWNSVILLE RD  
 MORGANTOWN KY 42261

PARCEL ID: 069-00-00-022.00 & 069-00-00-021.00  
 Q1 COOK ROBERT & JANICE  
 PO BOX 89  
 ABERDEEN KY 42201

PARCEL ID: 069-00-00-022.00MH  
 VOYLES LOUISE MOORE & ORVIL  
 P O BOX 124  
 BEAVER DAM KY 42320

PARCEL ID: 069-00-00-003.05  
 R1 HACK TRACY  
 1274 CANEYVILLE RD  
 MORGANTOWN KY 42261

PARCEL ID: 069-00-00-003.04  
 S1 HACK KAYLA  
 1274 CANEYVILLE RD  
 MORGANTOWN KY 42261

PARCEL ID: 069-00-00-006.11  
 T1 HARTLEY JERRIAHMY & STACY  
 M327 BIG OAK LN  
 MORGANTOWN KY 42261

PARCEL ID: 069-00-00-006.14  
 U1 CARDWELL CHAD & ASHLEY  
 309 BIG OAK LN  
 MORGANTOWN KY 42261



**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* 02/27/2020  
 MARK PATTERSON, PLS #3136 DATE



**REVISIONS**

REV	DATE	DESCRIPTION
A	12.27.19	ISSUED FOR REVIEW
D	2.26.20	ISSUED AS FINAL

**SITE INFORMATION:**

**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005.00

**PROPERTY OWNER:**  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 202, PAGE 348

**SITE NUMBER:**  
 KYLO3669

**POD NUMBER:** 18-28370  
**DRAWN BY:** JRS  
**CHECKED BY:** MEP  
**SURVEY DATE:** 10.4.18  
**PLAT DATE:** 12.27.19

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

**SHEET NUMBER:**

**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**

Tim Flener  
County Judge Executive  
P.O. Box 626  
Morgantown, KY 42261

RE: Notice of Proposal to Construct Wireless Communications Facility  
Kentucky Public Service Commission Docket No. 2020-00058  
Site Name: Monford

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 1237 Brownsville Road Morgantown, KY 42261 (37° 16' 13.01" North latitude, 86° 40' 03.76" West longitude). The proposed facility will include a 195-foot tall antenna tower, plus a 4-foot lightning arrestor and related ground facilities. This facility is needed to provide improved coverage for wireless communications in the area.

You have a right to submit comments to the PSC or to request intervention in the PSC's proceedings on the application. You may contact the PSC at: Executive Director, Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602. Please refer to docket number 2020-00058 in any correspondence sent in connection with this matter.

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

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

Sincerely,  
David A. Pike  
Attorney for Applicant

enclosures

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

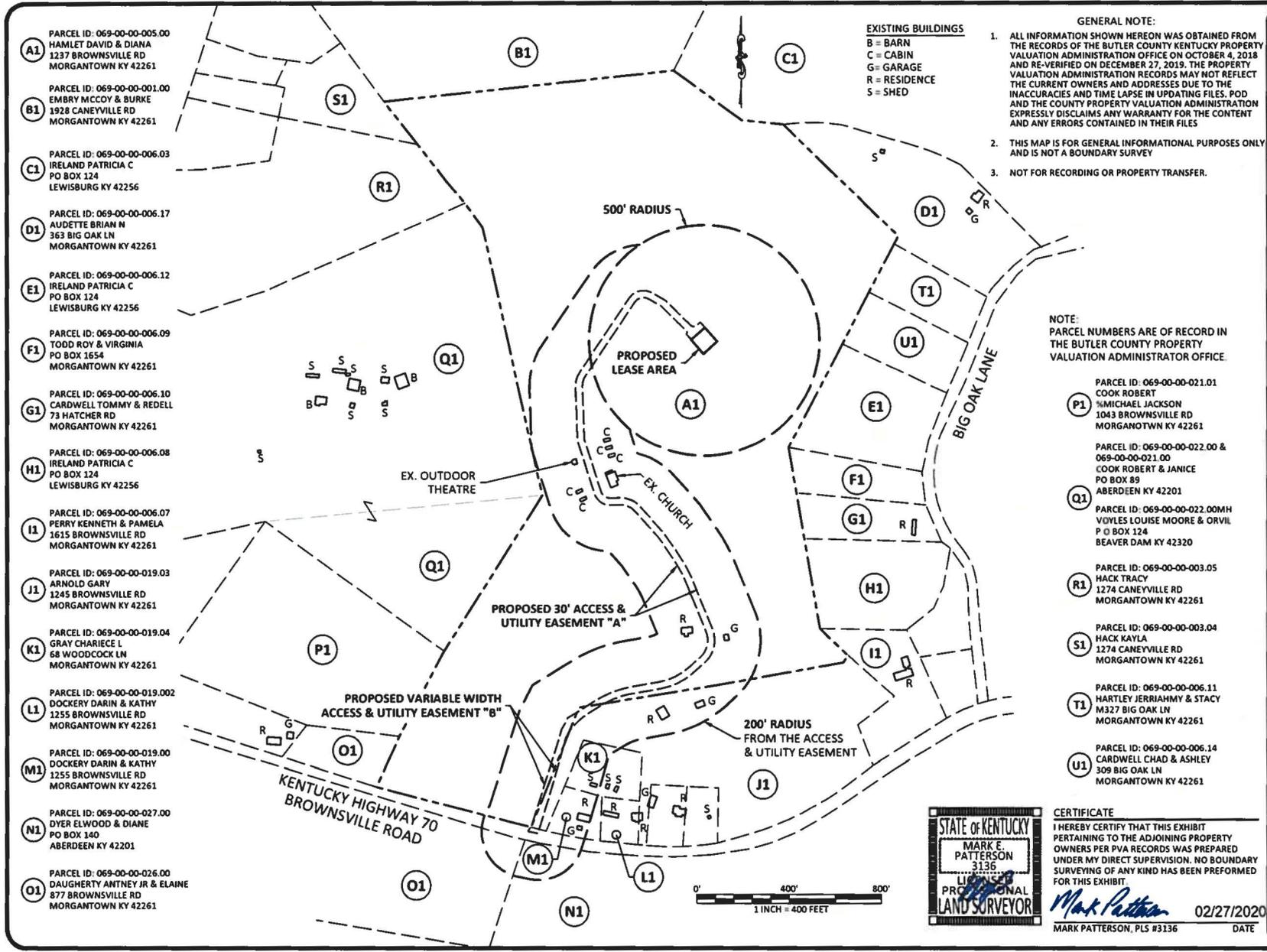
1. Beginning at 110 N Main Street, Morgantown, KY 42261, head southwest on N Main Street toward W G L Smith Street and travel approximately 157 feet.
2. Turn right at the first cross street onto US-231 N / W G L Smith Street and travel approximately 2.4 miles.
3. Turn right onto KY-70 E / KY-79 N and travel approximately 0.9 miles.
4. Turn right onto KY-70 E and travel approximately 0.5 miles. The site location is on the left at 1237 Brownsville Road, Morgantown, KY 42261.

The site coordinates are:

- a. North 37 deg 16 min 13.01 sec
- b. West 86° deg 40 min 03.76 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



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

**GENERAL NOTE:**

1. ALL INFORMATION SHOWN HEREON WAS OBTAINED FROM THE RECORDS OF THE BUTLER COUNTY KENTUCKY PROPERTY VALUATION ADMINISTRATION OFFICE ON OCTOBER 4, 2018 AND RE-VERIFIED ON DECEMBER 27, 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.

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

- PARCEL ID: 069-00-00-021.01  
 COOK ROBERT  
 MICHAEL JACKSON  
 1043 BROWNSVILLE RD  
 MORGANTOWN KY 42261
- PARCEL ID: 069-00-00-022.00 & 069-00-00-021.00  
 COOK ROBERT & JANICE  
 PO BOX 89  
 ABERDEEN KY 42201
- PARCEL ID: 069-00-00-022.00MH  
 VOYLES LOUISE MOORE & ORVILLE  
 P O BOX 124  
 BEAVER DAM KY 42320
- PARCEL ID: 069-00-00-003.05  
 HACK TRACY  
 1274 CANEYVILLE RD  
 MORGANTOWN KY 42261
- PARCEL ID: 069-00-00-003.04  
 HACK KAYLA  
 1274 CANEYVILLE RD  
 MORGANTOWN KY 42261
- PARCEL ID: 069-00-00-006.11  
 HARTLEY JERRIAHMY & STACY  
 M327 BIG OAK LN  
 MORGANTOWN KY 42261
- PARCEL ID: 069-00-00-006.14  
 CARDWELL CHAD & ASHLEY  
 309 BIG OAK LN  
 MORGANTOWN KY 42261



**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  
 02/27/2020  
 MARK PATTERSON, PLS #3136 DATE



**REVISIONS**

REV	DATE	DESCRIPTION
A	12.27.19	ISSUED FOR REVIEW
0	2.26.20	ISSUED AS FINAL

**SITE INFORMATION:**  
**MONFORD**  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261  
 BUTLER COUNTY

**TAX PARCEL NUMBER:**  
 069-00-00-005.00

**PROPERTY OWNER:**  
 DAVID & DIANA HAMLET  
 1237 BROWNSVILLE ROAD  
 MORGANTOWN, KY 42261

**SOURCE OF TITLE:**  
 DEED BOOK 202, PAGE 348

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



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

**VIA TELEPHONE: (270) 526-4151**  
**VIA EMAIL: banner@jpinews.com**

The Butler County Banner - Green River Republican  
Attn: Legal Notice Ad  
120 E Ohio St,  
Morgantown, KY 42261

RE: Legal Notice Advertisement  
Site Name: Monford

Dear Ad Department:

Please publish the following legal notice advertisement in the next edition of *The Butler County Banner - Green River Republican*:

**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 1237 Brownsville Road Morgantown, KY 42261 (37° 16' 13.01" North latitude, 86° 40' 03.76" 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 2020-00058 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

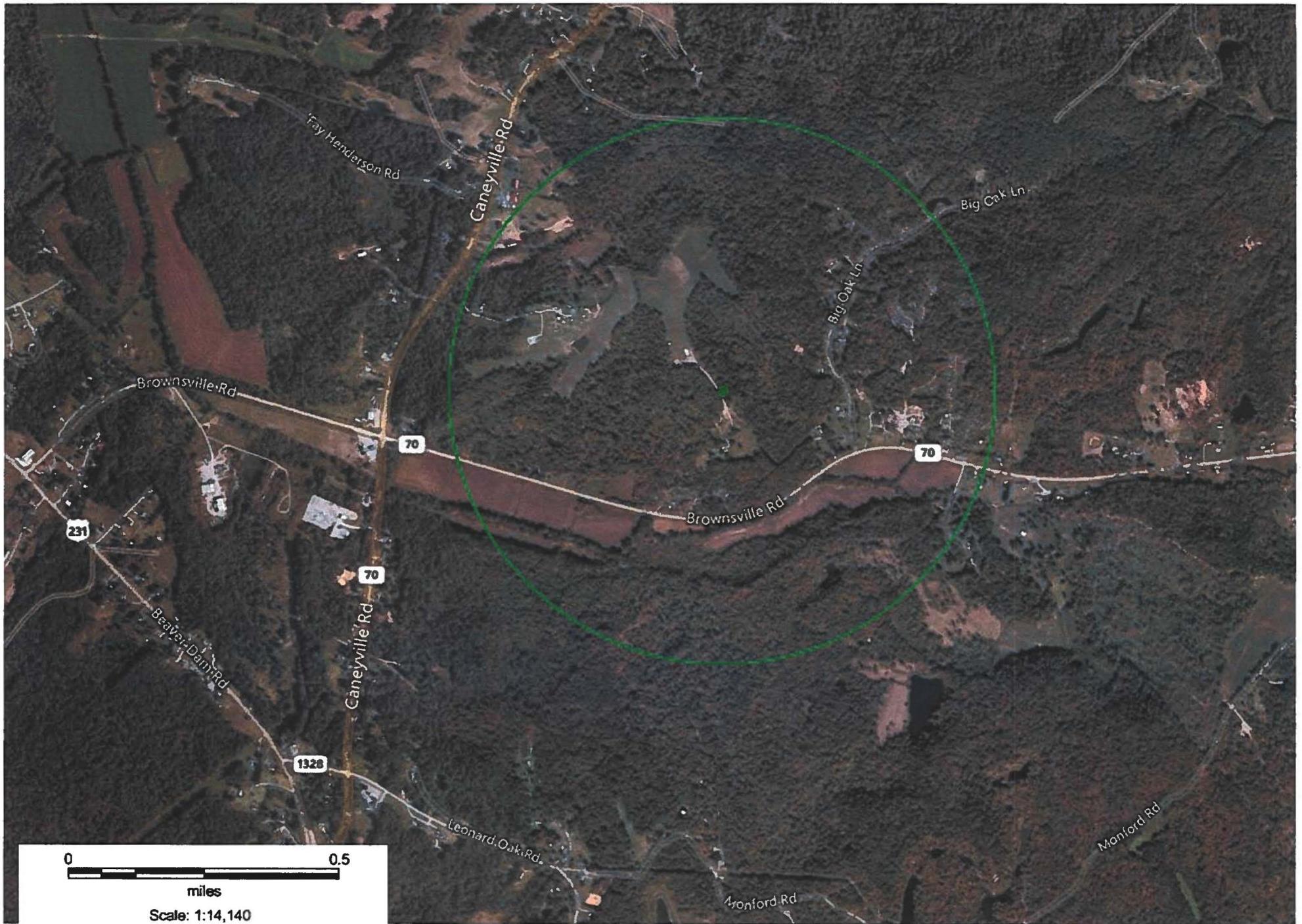
**SITE NAME: MONFORD**  
**NOTICE SIGNS**

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 2020-00058 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 2020-00058 in your correspondence.

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



Lat: 37.267596  
Lon: -86.667913  
Radius: .5 miles

Monford Search Area